

KNOW ALL MEN BY THESE PRESENTS, that PACIFIC CLAY PRODUCTS, a corporation, as Principal and UNITED STATES FIDELITY AND GUARANTY COMPANY A MARYLAND CORPORATION as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THIRTEEN THOUSAND FIVE HUNDRED THIRTY-THREE and no/100 Dollars (\$13,533.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns; and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 2nd day of June, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

13,300 lineal feet 24" vitrified clay pipe,

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

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

ATTEST:

KENNETH BARRETTE Secretary

PACIFIC CLAY PRODUCTS
A. T. WINTERSGILL V. P.
Principal.

UNITED STATES FIDELITY AND GUARANTY COMPANY
Surety.
By D. W. COAKLEY
Its Attorney in Fact

The premium on this bond
12 \$67.67 for 1 year.

(SEAL)

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this 2nd day of June in the year one thousand nine hundred and forty-seven, before me, AGNES L. WHYTE a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared D. W. Coakley, 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 D. W. Coakley duly acknowledged to me that he subscribed the name of the UNITED STATES FIDELITY AND GUARANTY COMPANY thereto as Surety and his own name as Attorney-in-fact.

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

AGNES L. WHYTE
Notary Public in and for Los Angeles County, State
of California
My Commission Expires Feb. 26, 1949

(SEAL)

I hereby approve the form of the within Bond, this 3rd day of June, 1947.

J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney

I hereby approve the foregoing bond this 3rd day of June 1947.

F. A. RHODES
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 2nd day of June, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and PACIFIC CLAY PRODUCTS, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

13,300 - ft. 24" extra strength vitrified clay pipe, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 371529.

Said contractor hereby agrees to furnish and deliver said pipe at and for the following price, to-wit:

13,300' - 24" vitrified clay pipe @ \$4.07 per ft \$54,131.00

Said price does not include the California State Sales Tax which will be paid by the City.

If the manufacturer makes general increases to the trade in the price of the product, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by the contractor to the City, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances, and allowing cancellation to be effected by the City if it elects so to do. Provided, however, that any increases to the City, allowed under above conditions, shall not exceed 10% of the price quoted to the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to The City of San Diego.

Said contractor agrees to begin delivery of said pipe on March 15, 1948 and to complete same within six (6) months thereafter.

Said City, in consideration of the furnishing and delivery of said pipe by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said truck by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Fifty-four Thousand One Hundred Thirty-one and no/100 Dollars (\$54,131.00), exclusive of the California State Sales Tax.

Payment for said pipe will be made in accordance with purchase order and delivery.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 85986 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager.

PACIFIC CLAY PRODUCTS
A. T. WINTERSGILL V. P.
Contractor.

ATTEST:
KENNETH BARRETTE Secretary

I hereby approve the form and legality of the foregoing contract this 3rd day of June, 1947.

J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Pacific Clay Products for Furnishing 13,300 lineal feet of 24" Vitrified Clay Pipe; being Document No. 374112.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Willey Deputy

KNOW ALL MEN BY THESE PRESENTS, That 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 held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of EIGHT HUNDRED SIXTY-FOUR and no/100 Dollars (\$864.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 26th day of May, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

52 lengths (1100 feet) of 12" Class 150, Super-deLavaud, centrifugally cast, B & S, cast iron pipe,

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

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

ATTEST:
H. A. HOOVER
Asst Secty

(SEAL) UNITED STATES PIPE AND FOUNDRY COMPANY
By D. B. STOKES V.P.
Principal.

(SEAL) UNITED STATES GUARANTEE COMPANY
Surety.
By ANNA GIBSON Attorney in Fact

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

On this 26th day of May, in the year nineteen hundred and forty-seven, 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 Anna Gibson, known to me to be the Attorney 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 March 10, 1950

I hereby approve the form of the within Bond, this 3rd day of June, 1947.

J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney.

I hereby approve the foregoing bond this 3rd day of June 1947
F. A. RHODES
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 26th day of May, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and UNITED STATES PIPE AND FOUNDRY 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:

62 lengths (1,100 feet) of 12" Class 150, Super-deLavaud, centrifugally cast, bell & spigot, cast iron pipe, 18' lengths, made to conform with Federal Specification WW-P-421, Type I, tar coated inside and outside, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 371534.

Said contractor hereby agrees to furnish and deliver said pipe above described at and for the following price, to-wit:

1,100' - 12" Class 150, Super-deLavaud C.I. pipe @ \$3.14/ft \$3,454.00.

Said price does not include the California State Sales Tax, which will be paid by the City.

Contractor's prices are based on the current price of \$29.88 a ton for Southern No. 2 Birmingham pig iron at Birmingham, Alabama. Prices are likewise based on the following through charges for transportation, including insurance and port inspection to on docks San Diego Harbor: 12" size pipe @ \$17.69 a net ton. In the event pig iron prices are increased or decreased prior to date of shipment, the contract price of the pipe offered by contractor is to be adjusted for such increase or decrease in pig iron cost at the rate of \$2.00 (or proportionate fraction thereof) per ton of 2000# on the calculated weight of the pipe hereinabove mentioned, for each one dollar (or fraction thereof) per ton increase or decrease in the price of pig iron. The extent of the increase or decrease in pig iron prices shall be determined by the price on "Southern No. 2 Birmingham" pig iron in the "Comparison of Prices" appearing in the magazine "Steel" published by the Penton Publishing Company, Cleveland, Ohio.

Any increase or decrease in the above mentioned through freight charges prior to date of shipment shall be for the account of The City of San Diego.

Delivery f.o.b. docks San Diego Harbor, based on rail and water shipment via Savannah, Georgia, and direct steamer. As now situated, contractor guarantees to start delivery January 15, 1948 and complete same by July 15, 1948. All shipping and/or delivery promises are subject to prior sale of manufacturing space and to the possibility of delays resulting from shortages of raw materials, strikes, and other causes beyond contractor's control.

Said City, in consideration of the furnishing and delivery of said pipe by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said pipe by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of \$3454.00, exclusive of California State Sales Tax.

Payment for said pipe will be made in accordance with purchase order and delivery.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 85988 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.
By F. A. RHODES
City Manager.

UNITED STATES PIPE & FOUNDRY COMPANY
By D. B. STOKES V.P.
Contractor.

ATTEST:
H. A. HOOVER
Asst. Secty

(SEAL)

I hereby approve the form and legality of the foregoing contract this 3rd day of June, 1947.

J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with United States Pipe and Foundry Company for furnishing 1100 feet of 12" Class 150, Cast Iron Pipe; being Document No. 374113.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Willis Deputy

AGREEMENT BETWEEN THE STATE PARK COMMISSION
OF CALIFORNIA, THE CITY OF SAN DIEGO, AND THE
DEPARTMENT OF PUBLIC WORKS OF THE STATE OF
CALIFORNIA.

THIS AGREEMENT, executed in quadruplicate, entered into by and between the State Park Commission of California, hereinafter referred to as the Commission, the City of San Diego, hereinafter referred to as San Diego, and the Department of Public Works of the State of

California, hereinafter referred to as Public Works,

W I T N E S S E T H:

WHEREAS, by Chapter 1456, Statutes of 1945, the sum of Fifty Thousand Dollars (\$50,000) is appropriated to the Division of Beaches and Parks of the Department of Natural Resources to be expended for the development and improvement of the Mission Bay Park area; and

WHEREAS, by said Chapter 1456, it is further provided that any sums expended from the appropriation shall be matched by like amounts in moneys received from other sources than the State; and

WHEREAS, the State Park Commission is the body charged with the duty of administering, protecting and developing the State Park System and with the responsibility for the expenditure of all moneys from whatever source derived for the care, protection, supervision, extension, improvement or development of the State Park System, and is the body charged with the duty of administering and performing all functions of the Division of Beaches and Parks within the Department of Natural Resources, and is therefore the agency intended to be designated in Chapter 1456, Statutes of 1945; and

WHEREAS, San Diego has by Resolution No. 83543 of the City Council of the City of San Diego authorized and empowered the City Manager to sign an agreement with the proper officials of the State of California for the improvement of all or a portion of the acreage now remaining in Mission Bay State Park and further authorized the City Manager to forward to the State the amount of \$50,000 as matching funds; and

WHEREAS, under the provisions of the State Contract Act, it is required that the work proposed be performed by Public Works;

NOW THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each as hereinafter set forth, the parties do hereby mutually agree as follows:

ARTICLE I - WORK TO BE PERFORMED

The work to be performed under this agreement shall consist of the construction of works for the development and improvement of Mission Bay State Park in the City of San Diego in accordance with plans and specifications to be hereafter adopted and approved by the parties hereto.

ARTICLE II - SURVEYS AND PLANS

Public Works may authorize San Diego to make surveys and prepare plans and specifications under the general supervision and direction of Public Works and San Diego may be reimbursed out of funds provided in this agreement for costs thereof as approved by Public Works. Any plans and specifications submitted by San Diego shall be subject to approval, rejection, revision or modification by Public Works.

ARTICLE III - RIGHTS OF WAY

San Diego shall furnish all rights of way for performance of the work, but no expenditure therefor shall be chargeable against the funds available for the work under this agreement.

ARTICLE IV - PERFORMANCE OF WORK

Public Works shall do, or cause to be done under its direct supervision, the work provided for in this agreement, in accordance with plans and specifications as approved by each and all of the parties hereto.

ARTICLE V - FUNDS

San Diego, upon execution by it of this agreement, shall forward to Public Works the sum of Fifty Thousand Dollars (\$50,000) which shall be deposited in the Water Resources Fund (also known as Water Resources Revolving Fund) in the State Treasury for expenditure by Public Works in performance of the work provided for in this agreement.

If the Department of Finance, within thirty (30) days after receipt by Public Works of said sum from San Diego, shall not have approved the transfer of the sum of Fifty Thousand Dollars (\$50,000) appropriated by Chapter 1456, Statutes of 1945, to said Water Resources Fund for expenditure by Public Works in performing said work in accordance with this agreement, said sum transmitted by San Diego shall be returned upon demand by San Diego, if such demand is made after the expiration of said thirty (30) days and prior to the making of said transfer.

Public Works shall under no circumstances be obligated to expend for or on account of the work provided for under this agreement any amount in excess of the sum of One Hundred Thousand Dollars (\$100,000), as made available from said appropriation made by Chapter 1456, Statutes of 1945, and by San Diego, except to the extent that additional funds are provided by San Diego under Article VII hereof.

If funds are exhausted before completion of the work provided for in this agreement, Public Works may stop said work and shall not be liable or responsible for the completion thereof.

Upon completion of and final payment for the work provided for in this agreement, Public Works shall furnish to the Commission and San Diego a statement of all expenditures made under this agreement. If any balance shall remain of the sum of One Hundred Thousand Dollars (\$100,000) as made available as aforesaid, there shall be returned to San Diego one-half of said balance, and the remainder shall revert to the funds from which appropriated by Chapter 1456, Statutes of 1945.

In the event plans and specifications are not approved by all parties, or in the event Public Works deems the project not to be feasible, or possible of construction with funds available, this agreement shall become void; and if this agreement shall become void for any of the foregoing reasons, the cost to Public Works and San Diego for investigations, surveys, preparation of plans, specifications and estimates or other necessary preparatory work in connection with the project, shall be charged against and paid out of the funds provided for in this agreement and the balance thereof returned one-half to San Diego and one-half reverted as hereinabove provided, in the event of a balance remaining after completion of work and final payment therefor.

ARTICLE VI - CONTINGENT UPON ALLOCATION

Notwithstanding anything contained in this agreement contrary hereto or in conflict

herewith, this agreement is made contingent upon the Department of Finance approving the necessary transfer of funds to the Water Resources Fund to meet the State's share of the cost of said work as provided for in this agreement. This agreement shall become effective only if and when such transfer is made.

ARTICLE VII - CONSTRUCTION OF DREDGER FILL

In connection with the improvement of Mission Bay adjacent to the Mission Bay State Park, the City proposes to perform by contract certain hydraulic dredging within Mission Bay and within the boundaries of Mission Bay State Park. A portion of the dredged material will be required to make a fill within Mission Bay State Park. The City shall sell to Public Works the amount of material required under approved plans for fill within the boundary of Mission Bay State Park under the following terms. Upon receipt of bids for dredging in this area of Mission Bay, the City of San Diego shall submit the detailed bids with recommendations for award to Public Works for consideration and approval by Public Works. Public Works, upon approval of award of contract by the City, shall cause to be issued to the City the necessary purchase order for the material to be deposited in the fill within the boundaries of Mission Bay State Park at the unit prices specified in said contract under the following conditions.

When the borrow pit area shall lie in Mission Bay outside of the boundaries of Mission Bay State Park, and the material is placed in a fill within the said Park boundaries, one-quarter of the cost of dredger fill shall be paid for by San Diego due to benefits accruing to San Diego by the deepening of the bay, and three-quarters of the cost of dredger fill shall be paid from the said sum of One Hundred Thousand Dollars (\$100,000) as provided for under this agreement.

When the borrow pit area shall be located within the boundaries of the Mission Bay State Park and the material is placed in a dredger fill within said State Park boundaries, the entire cost shall be paid for from the said sum of One Hundred Thousand Dollars (\$100,000) as provided for under this agreement.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

All data and records pertaining to the work covered by this agreement in the possession or control of the Commission, San Diego, or Public Works shall be made fully available to each of the others for the due and proper accomplishment of the purposes and objects hereof.

All disputes concerning questions of fact arising under this agreement shall be decided by the Director of Public Works or his authorized representative, and the decision of the Director, or his representative, shall be final and conclusive upon the parties hereto as to such questions.

It is agreed by the parties hereto that the Department of Public Works does not and shall not acquire any ownership or interest in the work done hereunder by reason of this agreement, and shall not be responsible or liable for the maintenance or operation thereof or for its adequacy in any respect.

San Diego shall procure any and all permits, licenses or authorizations which may be required by federal or state law in reference to said work and no expenditure therefor shall be chargeable against the One Hundred Thousand Dollars (\$100,000) available for said work under this agreement.

Notwithstanding anything herein contained to the contrary this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures and official seals, the Commission on the 3rd day of April, 1947, San Diego on the 12th day of March, 1947, and Public Works on the 21st day of April, 1947.

Approval recommended:
EDWARD HYATT
State Engineer

STATE PARK COMMISSION
By J. R. KNOWLAND

Approved:
WALTER S. ROUNTREE
Attorney General

(Seal)

THE CITY OF SAN DIEGO
By F. A. RHODES - City Mgr.

Approved:
JAMES S. DEAN
Director of Finance

(Seal)

DEPARTMENT OF PUBLIC WORKS
OF THE STATE OF CALIFORNIA
By C. H. PURCELL
Director of Public Works

Approved:
C. C. CARLETON
Attorney, Department of Public Works

Approval recommended:
SPENCER BURROUGHS
Principal Attorney
Division of Water Resources

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with State Park Commission relative to Improvement of Mission Bay Park Area; being Document No. 374120.

FRED W. SICK
City Clerk of the City of San Diego, California.
By Walter M. Wilkig Deputy

FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 3rd day of June, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, by and through its Manager, hereinafter sometimes designated as the City, and JOHN B. HENRY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter

contained on the part of the City, and the payments at the unit prices stated in the Bid Schedule attached hereto, and by this reference made a part hereof, to be paid to the Contractor by the City, in manner and form as hereinafter in attached specifications provided, the Contractor hereby covenants and agrees to and with the City to furnish certain materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of the Encanto Standpipe Foundation and Miscellaneous Work, at Aviation Drive and Benson Avenue, in the City of San Diego, California, all as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of said City on the 18th day of April, 1947, marked Document No. 372357, that true copies of said plans and specifications, together with true copies of Notice to Contractors, Instructions to Bidders and Proposal are hereto attached, and by reference thereto incorporated herein and made a part hereof.

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 obligations and covenants by the Contractor herein undertaken and agreed upon, the Contractor shall be paid at the unit prices stated in the Bid Schedule and as in the specifications attached hereto.

ARTICLE III. The Contractor hereby agrees that he will be bound by each and every part of the plans and specifications, and do and cause to be done all of said work and improvement as specified in the specifications and as shown upon the plans, as the same may be interpreted by the Hydraulic Engineer, Division of Development and Conservation of the Water Department of said City, subject to approval by the City Manager and by the Council, evidenced by Resolution.

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

ARTICLE V. The Contractor shall keep harmless and indemnify the City of San Diego, its officers and agents, from all damage, cost or expense that arises or results from infringement of patent right of any one for use by The City of San Diego, its officers or agents, of articles supplied by the Contractor under this contract, of which he is not patentee, or which he is not entitled to use or sell.

ARTICLE VI. The Contractor further agrees and covenants that neither the Contractor, nor any subcontractor, doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided for in this contract to be done, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day in violation of the provisions of Section 196 of the Charter of The City of San Diego; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed by the Contractor or by any subcontractor upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of said Section of the City Charter; and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done by any alien, contrary to the provisions of Section 197 of the Charter of The City of San Diego; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractor or any subcontractor, contrary to the provisions of said section, 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 laborers, workmen, and mechanics employed in the construction work contemplated by this contract shall be bona fide residents of The City of San Diego, to the extent that San Diego residents who are competent laborers, workmen, and mechanics of the various kinds or types required are available for employment at the minimum wages which the Contractor is hereby obligated to pay or at such higher wages as he is willing to pay.

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 that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the Contractor, or any subcontractor, in the performance of the work contemplated by this contract; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the Contractor, or by any subcontractor:

<u>Trade or Occupation</u>	<u>Per Diem Wages 8 Hours</u>
Air Tool Operator (Jackhammerman, Vibrator)	\$ 10.80
Carpenter, Journeyman	13.20
Cement Finisher	14.20
Iron Worker, Reinforcing	14.20
Laborer, Unskilled	9.20
Power Equipment Operators:	
Air Compressor	11.60
Bulldozer	13.60
Crane, Derrick	15.20
Mixer, Skip Type	12.60
Roller,	13.20
Trenching Machine	14.20
Truck Driver; Less than 6 tons	9.80
Truck Driver; 6 to 10 tons	10.00
Truck Driver; 10 to 15 tons	10.40
Truck Driver, Dump Truck; Less than 4 yards	9.80
Truck Driver, Dump Truck; 4 to 8 yards	10.00
Truck Driver, Dump Truck, 8 to 12 yards	10.40
Sewer Pipe Layer	11.60
Sewer Pipe Caulker	9.60

Foremen to receive not less than \$1.40 per diem above laborer or journeyman classification.

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$9.20 per diem of 8 hours.

For overtime, when the same is permitted by law, not less than one and one-half times the foregoing rates. For work performed on Sundays and legal holidays as set forth in

Section 10 of the Political Code of the State of California, not less than one and one-half times the above rates.

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

ARTICLE IX. In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies have been engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into, and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may --

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than sixty (60) days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, under and pursuant to a resolution of the City Council authorizing such execution, and the Contractor has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By G. E. ARNOLD
Acting City Manager.

JOHN B. HENRY
Contractor.

I hereby approve the form and legality of the foregoing contract this 5th day of June, 1947.

J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney.

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That JOHN B. HENRY, as principal, and Saint Paul-Mercury Indemnity Company a corporation organized and existing under and by virtue of the laws of the State of Delaware, as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Four thousand three hundred forty-five dollars (\$4,345.00) (not less than one hundred per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego, for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 3rd day of June, 1947.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish any and all required labor, material, transportation and services for the construction of the Encanto Standpipe Foundation and Miscellaneous Work, at Aviation Drive and Benson Avenue, in The City of San Diego, California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of said City on the 18th day of April, 1947, marked Document No. 372357, and consisting of Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications; true copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided; and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden principal, his 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.

IN WITNESS WHEREOF, the said principal has hereunto subscribed name, and the said surety has caused this instrument to be executed, and its corporate name and seal to be hereto affixed, by its proper officers thereunto duly authorized, the day and year first hereinabove

written.

JOHN B. HENRY
Principal.

(SEAL)

SAINT PAUL-MERCURY INDEMNITY COMPANY
Surety.
By M. SHANNON
Attorney-in-Fact

Acknowledgement of Attorney-in-Fact.

STATE OF CALIFORNIA. } ss.:
COUNTY OF SAN DIEGO }

On this 3rd day of June 1947, before me, a Notary Public, within and for the said County and State, personally appeared M. Shannon, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of and for the Saint Paul-Mercury Indemnity Company, Saint Paul, Minnesota, a corporation created, organized and existing under and by virtue of the laws of the State of Delaware, and acknowledged to me that he subscribed the name of the Saint Paul-Mercury Indemnity Company thereto as Surety, and his own name as Attorney-in-Fact.

MARSTON BURNHAM
Notary Public,
My Commission Expires April 28, 1950

(SEAL)

I hereby approve the form of the within Bond this 5th day of June, 1947

J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney.

I hereby approve the foregoing bond this 5th day of June, 1947.

G. E. ARNOLD
Acting City Manager.

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That JOHN B. HENRY, as principal, and Saint Paul-Mercury Indemnity Company a corporation organized and existing under and by virtue of the laws of the State of Delaware as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Two thousand one hundred seventy-three Dollars (\$2,173.00), (not less than fifty per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 3rd day of June 1947.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of Encanto Standpipe Foundation and Miscellaneous Work in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of said The City of San Diego on the 18th day of April, 1947, marked Document No. 372357, and consisting of Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications, true copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done;

And, whereas, the aforesaid penal sum of Two thousand one hundred seventy-three Dollars (\$2,173.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work;

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 Chapter 3 of Division 5 of Title One of the Government Code of the State of California, 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 said Chapter 3, Division 5 of Title One of the Government Code.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of Civil Procedure of the State of California, 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 this 3rd day of June, 1947, the name and corporate seal of the corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

JOHN B. HENRY
Principal

(SEAL)

SAINT PAUL-MERCURY INDEMNITY COMPANY
Surety
By M. SHANNON
Attorney-in-Fact

STATE OF CALIFORNIA. } ss.:
COUNTY OF SAN DIEGO }

Acknowledgement of Attorney-in-Fact.

On this 3rd day of June 1947, before me, a Notary Public, within and for the said County and State, personally appeared M. Shannon, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of and for the Saint Paul-Mercury

Indemnity Company, Saint Paul, Minnesota, a corporation created, organized and existing under and by virtue of the laws of the State of Delaware, and acknowledged to me that he subscribed the name of the Saint Paul-Mercury Indemnity Company thereto as Surety, and his own name as Attorney-in-Fact.

MARSTON BURNHAM
Notary Public.

My Commission Expires April 28, 1950

(SEAL)

I hereby approve the form of the within Bond this 5th day of June, 1947.

J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney.

I hereby approve the foregoing bond this 5th day of June, 1947.

G. E. ARNOLD
Acting City Manager.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with John B. Henry for Encanto Standpipe Foundation and Miscellaneous Work; being Document No. 374121.

FRED W. SICK
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 and entered into at The City of San Diego, County of San Diego, State of California, this 12th day of June, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, by and through its Council, hereinafter sometimes designated as the City, and BONADIMAN-MCCAIN, INC., a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the payments at the unit prices stated in the Bid Schedule attached hereto, and by this reference made a part hereof, to be paid to the Contractor by the City, in manner and form as hereinafter in attached specifications provided, the Contractor hereby covenants and agrees to and with the City to furnish any and all required labor, material, transportation and services for the construction of the Alvarado Regulating Reservoir and Connecting Pipe Lines, in the vicinity of Murray Reservoir, consisting of about 68,700 cubic yards of excavation and rolled embankment and including the installation of about 515 feet of 48", 54" and 72" reinforced concrete cylinder pipe, appurtenances, trench excavation, concrete structures and miscellaneous items; all as more particularly and in detail set forth in those certain drawings and specifications contained in Document No. 371328, on file in the office of the City Clerk of said City; ~~that true copies of said plans and specifications, together with~~ ^{that true copies of said plans and specifications, together with} Notice to Contractors, Instructions to Bidders and Proposal are hereto attached, and by reference thereto incorporated herein and made a part hereof.

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 obligations and covenants by the Contractor herein undertaken and agreed upon, the Contractor shall be paid at the unit prices stated in the Bid Schedule and as in the specifications attached hereto.

ARTICLE III. The Contractor hereby agrees that it will be bound by each and every part of the plans and specifications, and do and cause to be done all of said work and improvement as specified in the specifications and as shown upon the plans, as the same may be interpreted by the Hydraulic Engineer, Division of Development and Conservation of the Water Department of said City, subject to approval by the City Manager and by the Council, evidenced by resolution.

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

ARTICLE V. The Contractor shall keep harmless and indemnify the City of San Diego, its officers and agents, from all damage, cost or expense that arises or results from infringement of patent right of any one for use by The City of San Diego, its officers or agents, of articles supplied by the Contractor under this contract, of which he is not patentee, or which he is not entitled to use or sell.

ARTICLE VI. The Contractor further agrees and covenants that neither the Contractor, nor any subcontractor, doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided for in this contract to be done, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day in violation of the provisions of Section 196 of the Charter of The City of San Diego; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed by the Contractor or by any subcontractor upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of said Section of the City Charter; and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done any alien, contrary to the provisions of Section 197 of the Charter of The City of San Diego; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractor or any subcontractor, contrary to the provisions of said section, 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 laborers, workmen and mechanics employed in the construction work contemplated by this contract shall be bona fide residents of The City of San Diego, to the extent that San Diego residents who are competent laborers, workmen, and mechanics of the various kinds or types required are available for employment at the minimum wages which the Contractor is hereby obligated to pay or at such higher wages as he is willing to pay.

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 that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the Contractor, or any subcontractor, in the performance of the work contemplated by this contract; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the Contractor, or by any subcontractor:

<u>Trade or Occupation</u>	<u>Per Diem Wages 8 Hours</u>
Air Tool Operator (Jackhammerman, Vibrator)	\$ 10.80
Carpenter, Journeyman	13.20
Cement Finisher	14.20
Fireman and Oiler	10.50
Iron Worker, Reinforcing	14.20
Laborer, Unskilled	9.20
Painter, Journeyman	13.20
Plumber	15.00
Powderman	12.00
Power Equipment Operators:	
Air Compressor	11.50
Bulldozer	13.50
Crane, Derrick	15.20
Dragline & Shovel	15.20
Mixer, Skip Type	12.50
Motor Patrol	14.50
Pavement Breaker	13.20
Pumps	11.50
Roller	13.20
Tractor	13.50
Tractor, with Boom Attachments	13.50
Trenching Machine	14.20
Truck Driver, Less than 5 Tons	9.80
Truck Driver, 5 to 10 Tons	10.00
Truck Driver, 10 to 15 Tons	10.40
Truck Driver, 15 to 20 Tons	11.00
Truck Driver, 20 Tons or more	12.50
Truck Driver, Dump Truck, less than 4 yds.	9.80
Truck Driver, Dump Truck, 4 to 8 yds.	10.00
Truck Driver, Dump Truck, 8 to 12 yds.	10.40
Truck Driver, Dump Truck, 12 to 15 yds.	11.00
Truck Driver, Dump Truck, 15 yds. or more	12.50
Sandblaster (Nozzleman)	12.50
Sandblaster (Pot Tender)	10.50
Welder & Fitter, Pipe Line	15.00
Welder & Fitter's Helper, Pipe Line	10.50

Foreman to receive not less than \$1.40 per diem above laborer or journeyman classification.

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$7.00 per diem of 8 hours.

For overtime, when the same is permitted by law, not less than one and one-half times the foregoing rates. For work performed on Sundays and legal holidays as set forth in Section 10 of the Political Code of the State of California, not less than one and one-half times the above rates.

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

ARTICLE IX. In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies have been engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into, and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may --

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than sixty (60) days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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 CHAS. C. DAIL
ELMER H. BLASE
ERNEST J. BOUD
VINCENT T. GODFREY
Members of the Council

(SEAL)
ATTEST:

FRED W. SICK
City Clerk
By A. M. WADSTROM
Deputy

(SEAL)

BONADIMAN-McCAIN, INC.,
By J. E. BONADIMAN Pres.
Contractor

ATTEST:

B. H. McCAIN
Vice Pres. & Sec'y

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

I hereby approve the form and legality of the foregoing contract, this 12th day of June, 1947.

J. F. DuPAUL
City Attorney of The City of San Diego
By B. L. COMPARET
Deputy City Attorney.

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That BONADIMAN-McCAIN, INC., a corporation, as principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Maryland as surety are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Fifty-eight thousand one hundred fifty-one dollars (\$58,151.00) (Not less than one hundred per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego, for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 9th day of June, 1947.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish any and all required materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of Alvarado Regulating Reservoir Earthwork and connecting pipelines in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of The City of San Diego on the 1st day of April, 1947, marked Document No. 371328, and consisting of Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications, true copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done;

NOW, THEREFORE 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.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seals this 9th day of June 1947, 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:

HELEN KOUHNS
Assistant Secretary

(SEAL)

BONADIMAN-McCAIN, INC.,
Principal
By J. E. BONADIMAN, Pres.

UNITED STATES FIDELITY AND GUARANTY COMPANY
Surety

By H. V. D. JOHNS
Its Attorney in Fact

(SEAL)

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

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this 9th day of June in the year one thousand nine hundred and forty-seven, before me, AGNES L. WHYTE a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared H. V. D. JOHNS, known to me to be the duly authorized Attorney-in-fact of the UNITED STATES FIDELITY AND GUARANTY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney-in-fact of said Company and the said H. V. D. JOHNS duly acknowledged to me that he subscribed the name of the UNITED STATES FIDELITY AND GUARANTY COMPANY thereto as Surety and his own name as Attorney-in-fact.

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

(SEAL)

AGNES L. WHYTE
Notary Public in and for Los Angeles County, State of California

My Commission Expires Feb. 26, 1949

I hereby approve the form of the within Bond this 12th day of June, 1947.

J. F. DuPAUL

City Attorney of the City of San Diego
By B. L. COMPARET, Deputy City Attorney.

Approved by a majority of the members of the Council of The City of San Diego this 10th day of June, 1947.

CHAS. C. DAIL
ELMER H. BLASE
ERNEST J. BOUD
VINCENT T. GODFREY
Members of the Council

(SEAL)

ATTEST:

FRED W. SICK
City Clerk
By A. M. WADSTROM
Deputy

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That BONADIMAN-McCAIN, INC., a corporation, as principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Maryland as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Twenty-nine thousand and seventy-six Dollars (\$29,076.00), (not less than fifty per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 9th day of June, 1947.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish any and all required materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of Alvarado Regulating Reservoir Earthwork and connecting pipelines, in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of said The City of San Diego on the 1st day of April, 1947, marked Document No. 371328, and consisting of Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications, true copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done;

And, whereas, the aforesaid penal sum of Twenty-nine thousand and seventy-six Dollars (\$29,076.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work;

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 Chapter 3 of Division 5 of Title One of the Government Code of the State of California, 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 said Chapter 3, Division 5 of Title One of the Government Code.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of Civil Procedure of the State of California, 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 9th day of June, 1947, 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:

HELEN KOUHNS
Assistant Secretary

(SEAL)

BONADIMAN-McCAIN, INC.
Principal
By J. E. BONADIMAN, Pres.

UNITED STATES FIDELITY AND GUARANTY
COMPANY
Surety
By H. V. D. JOHNS
Its Attorney in Fact

The Premium on This Bond is
\$581.50 for 2 years

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this 9th day of June in the year one thousand nine hundred and forty-seven, before me, AGNES L. WHYTE a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared H. V. D. JOHNS, known to me to be the duly authorized Attorney-in-fact of the UNITED STATES FIDELITY AND GUARANTY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney-in-fact of said Company and the said H. V. D. JOHNS duly acknowledged to me that he subscribed the name of the UNITED STATES FIDELITY AND GUARANTY COMPANY thereto as Surety and his own name as Attorney-in-fact.

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

AGNES L. WHYTE
Notary Public in and for Los Angeles County, State of California
My Commission Expires Feb. 26, 1949

(SEAL)

If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.
I hereby approve the form of the within Bond this 12th day of June 1947.

J. F. DuPAUL
City Attorney of The City of San Diego
By B. L. COMPARET
Deputy City Attorney

Approved by a majority of the members of the Council of The City of San Diego this 10th day of June 1947.

CHAS. C. DAIL
ELMER H. BLASE
ERNEST J. BOUD
VINCENT T. GODFREY
Members of the Council

(SEAL)
ATTEST:

FRED W. SICK
City Clerk
By A. M. WADSTROM
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Bonadiman-McCain, Inc. for Alvarado Regulating Reservoir Earthwork and Connecting Pipe Lines; being Document No. 374285.

FRED W. SICK
City Clerk of the City of San Diego, California
By Alexander M. Willis Deputy

B O N D

#319014

KNOW ALL MEN BY THESE PRESENTS: That we, Arthur H. McKee, as principal, and Glens Falls Indemnity Company, a corporation, organized and existing under the laws of the State of New York, and licensed to do business in the State of California as sole surety, as surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, County of San Diego, State of California, a municipal corporation, in the penal sum of FORTY SEVEN THOUSAND AND NO/100 Dollars, (\$47,000.00), to be paid to said The City of San Diego, for which payment well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 27th day of May, 1947, and executed and to be performed in said City of San Diego.

THE CONDITION OF THIS OBLIGATION is such that if the above bounden Arthur H. McKee shall well and truly keep and faithfully perform the covenants, conditions and agreements contained in a certain contract about to be made between said Arthur H. McKee and The City of San Diego, and which said contract is contained in Document No. 374132, on file in the office of the City Clerk of said City, on its part to be kept and performed, in the manner and form therein specified, and shall furnish materials in compliance with the specifications and perform all that certain work and improvement in said City, which is more particularly described in said contract, to which contract reference is hereby made for further particulars, then the above obligation to become void, otherwise to remain in full force and effect.

This bond is executed in accordance with the provisions of Ordinance No. 1025 (New Series) of the ordinances of The City of San Diego, adopted November 24, 1936, as amended.

IN WITNESS WHEREOF, the said principal and surety have 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.

ARTHUR H. MCKEE
Principal

Premium: 352.50 per annum.

(SEAL)

GLENS FALLS INDEMNITY COMPANY
By LEO G. LEVENS
Attorney
Surety

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 27th day of May in the year One Thousand Nine Hundred and 47 before me, W. L. Sprague a Notary Public in and for the said County of San Diego residing therein, duly commissioned and sworn, personally appeared Leo G. Levens 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.

W. L. SPRAGUE
Notary Public in and for the County of San Diego
State of California
My Commission Expires December 26, 1950

(SEAL)

I HEREBY APPROVE the form of the foregoing bond this 27th day of May, 1947.
J. F. DuPAUL, City Attorney,
By HARRY S. CLARK
Deputy City Attorney.

The within and foregoing Bond is to my satisfaction, and I HEREBY APPROVE the same this 29th day of May, 1947.

F. A. RHODES
City Manager

A G R E E M E N T

THIS AGREEMENT, Made and entered into this 29th day of May, 1947, by and between ARTHUR H. MCKEE, party of the first part, and THE CITY OF SAN DIEGO, party of the second part, WITNESSETH:

THAT WHEREAS, the said party of the first part is about to file a final map of COLLWOOD PARK, for acceptance by the City Council of said City, and certain required improvements have not yet been made, installed and completed, and it is necessary that said party of the first part shall enter into a contract with said City to make, install and complete said required improvements, as provided for in Ordinance No. 1025 (New Series), adopted November 24, 1936, as amended, and Resolution No. 82827, adopted March 26, 1945 and Resolution No. 85132 adopted 5/27/1947.

NOW THEREFORE, THESE PRESENTS WITNESS:

That the said party of the first part, for and in consideration of the acceptance of the final map of COLLWOOD PARK by the City Council of The City of San Diego, promises and agrees with the party of the second part that I will do and perform or cause to be done and performed in a good and workmanlike manner, under the direction and to the satisfaction of the City Engineer of said party of the second part, all of the work and improvements required to be done on ROCKFORD DRIVE, PEMBROKE DRIVE, MESITA DRIVE, PONTIAC STREET and portions of SIXTY-THIRD STREET AND HOBART STREET within the limits and as particularly shown in that certain document numbered 369751, filed in the office of the City Clerk of said City on February 14, 1947; and will furnish the necessary materials for the execution and completion thereof, which materials shall comply with the specifications, both general and special, hereinafter referred to.

All of the said work hereinbefore referred to shall be constructed in the manner, at the locations, within the limits, of the materials, and of the dimensions as shown upon and in accordance with the plans, profiles, drawings, typical cross-sections and specifications therefor contained in said Document No. 369751, on file in the office of the City Clerk of said City, copy of which is on file in the office of the City Engineer of said City, approved and adopted by the Council of said City as the plans, profiles, drawings, typical cross-sections and specifications to be followed in making said improvements; and by reference thereto all said plans, profiles, drawings, typical cross-sections and specifications contained in said Document No. 369751, are incorporated herein and made a part hereof.

It is mutually agreed and understood by the parties to this agreement that in no case will The City of San Diego, or any department, board or officer thereof, be liable for any portion of the expense of the work aforesaid, nor shall any officer, or his sureties or bonds-men, be liable or holden for the payment of any sum or sums for the above mentioned work, nor for any materials furnished therefor.

The party of the first part further agrees that in the performance of the work contemplated by this contract I will conform to and abide by all of the provisions of the Charter and Ordinances of The City of San Diego.

It is hereby expressly understood and agreed that all of the work and improvements required to be done by this contract shall be completed on or before March 1st, 1948.

IN WITNESS WHEREOF, said party of the first part has executed this instrument and THE CITY OF SAN DIEGO, party of the second part has caused this instrument to be executed by its City Manager acting under and pursuant to Resolution No. 85132 of the Council, authorizing such execution, the day and year in this agreement first above written.

ARTHUR H. MCKEE
Party of the First Part;

THE CITY OF SAN DIEGO,
Party of the Second Part,
By F. A. RHODES
City Manager.

I HEREBY APPROVE the form of the foregoing Agreement this 4th day of June, 1947.

J. F. DuPAUL, 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 Agreement with Arthur H. McKee relative to Installation of Improvements in Collwood Park; being Document No. 374132.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Willy Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into in The City of San Diego, County of San Diego, State of California, this 27th day of May, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter sometimes designated as the "City", acting by and through the City Manager of said City, first party, and NATE BARNET, of the City of San Diego, County of San Diego, State of California, hereinafter sometimes designated as the second party, WITNESSETH:

THAT WHEREAS, second party is desirous of securing from the City a concession for automobile parking in the immediate vicinity of the Municipal Stadium in Balboa Park, in San Diego, as hereinafter more particularly set forth; and

WHEREAS, said City is willing upon the terms and conditions hereinafter recited to grant to second party such privilege and concession;

NOW, THEREFORE, it is understood and agreed between the parties as follows:

That the upkeep and maintenance of Balboa Park, in the City of San Diego, and the buildings therein, are under the direct supervision of the Park & Recreation Director of said City, in accordance with the provisions of Section 55 of the City Charter of said City, and that said Park & Recreation Director shall represent the City Manager in seeing that the terms of this agreement are fulfilled in a manner satisfactory to the City.

That in consideration of the terms and conditions hereinafter recited and agreed to by second party, the said City does hereby grant to second party the automobile parking concession in the immediate vicinity of the Municipal Stadium, located in Balboa Park, which concession shall cover the following area, to-wit:

That area between the north Stadium wall and the High School practice field, the triangle north of the Children's Home bounded by Sixteenth Street and Eighteenth Street Extension, and the triangle north of the High School practice field bounded by the magnolia grove and Eighteenth Street Extension.

Said second party agrees that the charge to the public for automobile parking in said concession area shall be not less than twenty-five cents (25¢) nor more than fifty cents (50¢) for each automobile, rate to be subject to the approval of the City Manager, and further agrees to conduct said automobile parking concession in a manner satisfactory to the Park & Recreation Director, and in accordance with all ordinances and regulations of The City of San Diego.

It is further agreed that during any and all shows, games and entertainments sponsored by, or staged under the direction of, or with the consent of The City of San Diego, for the purpose of entertaining and benefiting the service personnel and their families, or for advertising The City of San Diego, or for the public welfare, the City shall have the right to take over and operate the parking areas covered by this agreement for free parking to the general public, without cost to said City of San Diego.

For and in consideration of the concession hereby granted, and in lieu of a specific sum of money to be paid monthly or otherwise therefor, the second party agrees to pay to the City for said concession, in the manner and form and at the times hereinafter provided, the sum of forty per cent (40%) of the gross receipts thereof.

Second party further agrees that he will keep at all times a true and accurate record of all moneys received under and by virtue of the concession herein granted. At the close of business each day said record shall be checked by the Park & Recreation Director, or by some person by him duly authorized so to do, and upon the completion thereof, second party shall turn over to said Park & Recreation Director, or his duly authorized agent, an amount of money equal to the percentage above set forth; upon which said Park & Recreation Director, or his said agent, will give second party a receipt for the same; said receipt shall show the total of all money received from the concession herein granted, together with the percentage thereof payable to the City and the amount of money received by the City. A copy of said receipt shall be retained by the Park & Recreation Director, for the purpose of being checked later by the Traveling Auditor of The City of San Diego.

Second party further covenants and agrees that he will at all times during the continuance of this agreement, carry in a responsible insurance company compensation insurance sufficient to cover all employees employed by him in and about said concession premises, and will furnish the City with a certificate of the insurance company issuing said policy.

Second party shall immediately furnish and at all times during the life of this agreement maintain a bond in the sum of One Thousand Dollars (\$1,000.00), running to The City of San Diego, and conditioned upon the faithful performance of this contract and against damage to City property by second party, his associates, representatives, agents or employees.

Second party further agrees to save the City harmless from any and all claims by third parties by reason of, and/or arising out of, the automobile parking concession hereby granted; and will furnish an indemnifying bond, subject to the approval of the City, in the sum of One Thousand Dollars (\$1,000.00), conditioned upon the faithful performance of the obligation set forth in this paragraph.

It is hereby understood and agreed that this agreement supersedes that certain agreement entered into between the parties hereto, dated the 24th day of May, 1945, and bearing Document Number 345042, on file in the office of The City Clerk of The City of San Diego, and that said agreement is hereby terminated as of the effective date of this instrument.

This agreement, with the privilege and concession hereunder granted, shall be for a period of three years commencing on the 27th day of May, 1947, and ending on the 30th day of June, 1950; provided, however, that the same may be cancelled and terminated by either party upon giving to the other thirty (30) days' notice in writing of intention so to do. Nothing in this agreement, however, shall be construed as requiring the City to give thirty (30) days' notice of termination in the event the second party shall be guilty of any breach or default herein. In such case the City reserves the right to terminate and cancel this agreement and all rights herein immediately upon the occurrence of any such breach or default.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, by and through its City Manager, under and pursuant to a resolution of its Council No. 85155, and second party has hereunto subscribed his name the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
First Party.
By F. A. RHODES
City Manager

NATE BARNET
Second Party

I HEREBY APPROVE the form and legality of the foregoing Agreement this 27th day of May, 1947.

J. F. DU PAUL, City Attorney,
By B. L. COMPARET
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Nate Barnet relative to Automobile Parking near the Municipal Stadium in Balboa Park; being Document No. 374160.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Willis Deputy

L E A S E

THIS AGREEMENT, made and entered into this 29th day of May, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, and THE SAN DIEGO GAS & ELECTRIC COMPANY, a corporation, hereinafter designated as the Lessee, WITNESSETH:

That pursuant to and under the authority of the provisions of Ordinance No. 3387 (New Series) of the ordinances of The City of San Diego, passed and adopted by the Council of said City on April 1, 1947, the said City does by these presents lease, demise and let unto the said Lessee the following described property situate in the City of San Diego, County of San Diego, State of California, to-wit:

All that portion of Pueblo Lot 1311 of the Pueblo Lands of The City of San Diego, described as follows:

Commencing at a point on the northerly line of said Pueblo Lot 1311, distant thereon North 89° 35' 45" East, 1084.08 feet from the northwesterly corner thereof, said point being also Engineer's Station 287 plus 10.10 on the center line of State Highway as shown on California State Highway Commission's plans for the grading of Torrey Pines Road, Rose Canyon Highway and La Jolla-Miramar Road, District VII, Route 2, Section "E", Sheet 4, Records of said San Diego County; thence along said center line of State Highway in a southerly direction following the arc of a curve concave toward the east, the central point of which bears North 83° 03' 12" East, 1500.00 feet through a central angle of 16° 03' 12" a distance of 420.28 feet to the end of said curve; thence continuing along said center line of State Highway, South 23° 00' East, a distance of 155.42 feet to its intersection with the center line of the Miramar-La Jolla Road as shown on Sheet 15 of the aforementioned plans; thence along the said center line of the Miramar-La Jolla Road, South 60° 57' West, a distance of 90.79 feet to the beginning of a curve concave toward the southeast; thence along the arc of said curve, having a radius of 350.0 feet through a central angle of 3° 35' a distance of 21.89 feet; thence along a radial line of said curve, South 32° 38' 00" East, a distance of 30.0 feet to the intersection of the southeasterly right-of-way line of the said Miramar-La Jolla Road and the southwesterly right-of-way line of the said Rose Canyon Road, said point being the true point of beginning; thence along the southwesterly right-of-way line of the said Rose Canyon Road, South 29° 03' East, a distance of 39.54 feet to a point; thence South 60° 57' West, a distance of 50.0 feet; thence North 29° 03' West, a distance of 30.0 feet to a point on the said southeasterly right-of-way line of the Miramar-La Jolla Road; thence northeasterly along said southeasterly right-of-way line following the arc of a curve concave toward the southeast the central point of which bears South 43° 31' 39" East, 320.0 feet through a central angle of 10° 53' 39" a distance of 50.85 feet to the true point of beginning; containing an area of 2145 square feet, more or less.

All, as particularly shown on plat attached hereto, marked "Exhibit A", and by reference thereto incorporated herein and made a part hereof.

For a term of five (5) years, beginning on the 25th day of August, 1947, and ending on the 24th day of August, 1952, at the following rentals: Fifteen Dollars (\$15.00) per month, payable monthly in advance at the office of the Lessor during said term; provided that said Lessee may pay in advance at one time the entire annual rental of \$180.00.

In consideration of the covenants herein contained the parties hereto agree as follows:

First: That the above described premises are leased to said Lessee for the purpose only of installing and maintaining thereon a gas meter station, together with incidental equipment and structures, and for no other purpose or purposes.

Second: That this lease shall not be assigned or transferred, nor shall the said Lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Council of said City; provided, however, that said Lessee may authorize and permit the Southern Counties Gas Company, a corporation, or its successors, to use said premises jointly with lessee, for the purposes authorized in this lease.

Third: That the City reserves all gas, oil and mineral rights in and on said premises, herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth: That the Lessee shall keep and maintain said premises, structures and the metering equipment in good repair and slightly condition, and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth: The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City.

Sixth: That the said Lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

Seventh: Said lessee agrees that on the last day of said term, or other sooner termination of this lease, the said Lessee shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Eighth: It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving thirty (30) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee, together with an amount of money sufficient to pay lessee the damages proximately caused by said cancellation.

Ninth: It is further agreed by and between the parties hereto that in case of the violation by the Lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the Lessee and for its account.

Tenth. At the termination of this lease, or any renewal thereof, either by notice or by expiration of the term, or for any cause hereunder, the Lessee may, if all rental hereunder has been paid, remove from the premises leased hereunder or under any subsequent lease, all buildings, machinery, fixtures and other property of the Lessee erected or placed on said premises by it, all of which is hereby regarded by both parties hereto as personal property. Such removal to be at the sole cost and expense of said Lessee and without any cost or expense to said City.

IN WITNESS WHEREOF, the City Manager of The City of San Diego has hereunto subscribed his name as and for the act of said City, and the said Lessee has caused this instrument to be executed by its proper officers thereunto duly authorized the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By F. A. RHODES
City Manager

(SEAL)
ATTEST:

R. C. CAVELL
SECRETARY

SAN DIEGO GAS & ELECTRIC COMPANY,
By E. D. SHERWIN
Vice President

I HEREBY APPROVE the form and legality of the foregoing lease this 6th day of June, 1947.

J. F. DuPAUL, City Attorney,
By B. L. COMPARET
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with San Diego Gas & Electric Company for Portion of Pueblo Lot 1311; being Document No. 374161.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Willy Deputy

A G R E E M E N T

THIS AGREEMENT, Made and entered into this 5th day of June, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation, party of the first part, hereinafter referred to as the "City", and WILLIAM AVRIL of Barrett, California, party of the second part, hereinafter referred to as the "concessionaire", WITNESSETH:

WHEREAS, The City of San Diego is the owner of Barrett Reservoir and Barrett Reservoir Recreation area, and desires to have someone operate a concession to furnish food for persons who visit the recreational area at Barrett; and

WHEREAS, The City of San Diego has a building suitable for the use of concessionaire, and which said concessionaire may use; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

That the City will provide a space to be selected by the Water Development Department for a consideration hereinafter mentioned;

The concessionaire agrees to equip the city-owned building to be provided for his use, and to serve food, including:

Steamed frankfurters, Health Department approved sandwiches, coffee, do-nuts, pies, frozen novelties and candies. The concessionaire agrees that he will furnish a price list for the articles to be sold which will meet with the approval of the City Manager of The City of San Diego;

It is understood and agreed that the concessionaire will not sell soft drinks, rent motors or poles nor handle bait; however, said concessionaire will have the right to handle and sell fishing equipment;

Concessionaire further agrees that he will not carry on his business in such a way as to contaminate the water of the reservoir; and said concessionaire further agrees that he will take care of all trash and garbage daily and keep the area around and near his place of business in a clean and sanitary condition;

Concessionaire further agrees that he will keep a record of his gross daily sales, and make payment to the City on Tuesday of alternate weeks;

It is understood and agreed that the concessionaire will pay to The City of San Diego five per cent (5%) of the gross receipts from all sales of food and drinks as hereinabove mentioned;

The concessionaire agrees to conduct his business in such a manner as not to create any hazard or cause injury to any person attending the recreational area;

Said concessionaire further agrees that he will take out indemnity insurance in a good and reputable company, satisfactory to the City, in the sum of \$5,000.00/\$10,000.00 and name the City as an insured in said policies;

Said concessionaire agrees further that if he employs any help that he will also take out Workmen's Compensation Insurance to cover said employees;

This contract shall be for a period of one (1) year from the date first hereinabove written; however, said contract may be terminated by either party upon giving thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, this Agreement is executed on behalf of The City of San Diego by the City Manager, pursuant to the authority so to do contained in Resolution No. 85136 adopted by the City Council on the 27th day of May, 1947 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 F. A. RHODES
City Manager.

WILLIAM AVRIL
Concessionaire,
Party of the Second Part.

I HEREBY APPROVE the form of the foregoing Agreement this 6th day of June, 1947.

J. F. DuPAUL, City Attorney,
By B. L. COMPARET
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with William Avril for Food Concession at Barrett Reservoir; being Document No. 374162.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Willy Deputy

OPTION TO PURCHASE TAX-DEEDED LANDS

THIS AGREEMENT, made and entered into this 26th day of May, 1947, under and by virtue of the provisions of Division 1, Part 5, Chapter 8, Articles 1, 2 and 3 of the Revenue and Taxation Code of the State of California, as amended, by and between:

THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACTING BY AND THROUGH ITS BOARD OF SUPERVISORS,
Party of the First Part,

and

THE CITY OF SAN DIEGO, a Municipal Corporation in the County of San Diego, State of California,
Party of the Second Part,

W I T N E S S E T H :

WHEREAS, certain lands hereinafter described, situated in the County of San Diego, State of California, and also within the boundaries of The City of San Diego, have been tax-deeded to the State of California for delinquent County and City taxes and/or assessments; and

WHEREAS, said tax deeds include taxes levied by said City, the taxes of which are collected by officers of said County; and

WHEREAS, the Board of Supervisors of the County of San Diego and the City Council of The City of San Diego believe that it is for the best interests, both of the County of San Diego, that said property be sold into private ownership, to the end that said lands be restored to the assessment rolls of the parties hereto, or that said lands shall be devoted to public use by said City; and

WHEREAS, said lands are particularly described as follows:

Property Description

(As appears upon the County assessment roll, together with Certificate No. and date of sale to the State, and Deed No. and date of deed to the State)

Property Description	Sold to State	Cert. No.	Deeded to State	Deed No.
MONTCLAIR:				
Lots 17 & 18, Block "A"	5/30/30	53158	8/1/35	1989
N-1/2 (Ex St) Lot 1, Block "I",	5/30/28	20900	9/1/33	4512
S-1/2 (Ex St) Lot 1, Block "I",	5/30/28	20900	9/1/33	4512
CITY HEIGHTS:				
Lots 35 & 37, Block 22,	5/28/24	12339	8/7/29	3011
Lots 1 to 7, Block 81,	5/30/28	14531	9/1/33	4577
Lots 5 to 24, Block 93,	5/28/24	12852	8/7/29	3014
Lots 37 to 48, Block 93,	5/29/31	55540	7/1/36	2218
Lots 9 to 21, Block 113,	5/28/24	13028	8/7/29	3015
Lots 18 to 28, Block 145,	5/28/24	13160	8/7/29	3020

NOW, THEREFORE, pursuant to authority granted by Division 1, Part 5, Chapter 8, Articles 1, 2 and 3 of the Revenue and Taxation Code of the State of California, as amended, said Board of Supervisors hereby gives and grants unto said City of San Diego an option to purchase the above described lands upon the following terms and conditions, to-wit:

1. That said City shall have the right to exercise this option at any time within three years from the date hereof.

2. That this option is given to said City upon the express condition that, at the time said City exercises the same, it shall have a bona fide purchaser for said property, ready, willing and able to purchase the same, and said City shall, immediately following the exercise of this option, cause the said property to be resold and the title vested as of record in a third party, to the end that said land shall be reestablished on the assessment rolls of the County of San Diego, State of California, or that said property shall be devoted to public use by said City.

3. That this option is given in consideration of the payment by said City to the County of San Diego, by and through the Tax Collector of said County, of the following sums and at the times hereinafter set forth:

Property Description	Down Payment May 25, 1947 (As of date of Execution of Agreement)	2nd Payment May 25, 1948 (Anniversary Date of Agreement)	3rd Payment May 25, 1949 (2nd Anniver- sary Date of Agreement)	Final Payment (Upon Exercise of Option)
MONTCLAIR:				
Lots 17 & 18, Block "A",	\$.50 each	\$.50 each	\$.50 each	\$5.00 each
N-1/2 (Ex St), Lot 1, Block "I",	.50	.50	.50	5.00
S-1/2 (Ex St), Lot 1, Block "I",	.50	.50	.50	5.00
CITY HEIGHTS:				
Lots 35 & 37, Block 33,	.50 each	.50 each	.50 each	5.00 each
Lots 1 to 7, Block 81,	.50 each	.50 each	.50 each	5.00 each
Lots 5 to 24, Block 93,	.50 each	.50 each	.50 each	5.00 each
Lots 37 to 48, Block 93,	.50 each	.50 each	.50 each	5.00 each
Lots 9 to 21, Block 113,	.50 each	.50 each	.50 each	5.00 each
Lots 18 to 28, Block 145,	.50 each	.50 each	.50 each	5.00 each

PROVIDED, HOWEVER, that if said option is exercised prior to the due date of either the second or third payment above specified, such second or third payment, or both as the case may be, shall be cancelled, and shall not in that event be due or owing to said County; provided, further, that no installment payment made, other than the final payment above specified, shall be refunded in the event of redemption of the property, or for any other reason.

4. That said City shall have the right to exercise this option at any time during the term hereof as to any portion of said property which, as of the date of this agreement, has a separate valuation on the assessment roll of said County; provided, further, that said City shall have the right to exercise this option at any time during the term hereof as to any portion of a single lot, parcel or tract of said property, which lot, parcel or tract as of the date of this agreement has a separate valuation on the assessment roll of said County, Upon exercise of said option as to any portion of such separately valued lot, parcel or tract the final payment therefor shall be a sum which bears the same ratio to the final payment set forth in Paragraph 3 herein for the entire lot, parcel or tract from which said segregated portion is taken, as the assessed valuation of said segregated portion, placed thereon by the assessor at the time of segregation, bears to the assessed valuation of said entire lot, parcel or tract as of the date of this agreement. Any such segregation shall be

made pursuant to Sections 4151 to 4155, inclusive, Revenue and Taxation Code, except that the sum of the valuations of the segregated portion and the remainder of the said lot, parcel or tract, may be greater but not less than the valuation as of the date of this agreement of the entire lot, parcel or tract.

5. That the price for which said County hereby agrees to sell its tax title to said property to said City shall be the aggregate amount of all payments made by said City pursuant to Paragraph 3 hereof.

6. That this is given to The City of San Diego under the terms and conditions of Division 1, Part 6, Chapter 8, Articles 1, 2 and 3 of the Revenue and Taxation Code of the State of California, as amended, and is intended to be and shall be construed as a statutory agreement designed to carry into effect said provisions of said Code and shall have no effect or force otherwise.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Diego, by resolution duly passed and adopted on the 26th day of May, 1947, has caused this agreement to be executed in quadruplicate, and The City of San Diego has caused this agreement to be executed in quadruplicate, by its City Manager, pursuant to Resolution No. 85952, adopted May 5, 1947, the day and year in this agreement first above written.

THE COUNTY OF SAN DIEGO, STATE
OF CALIFORNIA,
By DeGRAFF AUSTIN
Chairman, Board of Supervisors.

ATTEST:

J. B. McLees, County Clerk
and Ex-officio Clerk of the
Board of Supervisors

(SEAL)

By M. NASLAND
Deputy.

THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager.

The undersigned, Sam A. Claggett, Tax Collector of the County of San Diego, State of California, pursuant to Chapter 362, Statutes of 1943, and Chapter 409, Statutes of 1943 (Sec. 3794.2, Revenue and Taxation Code), having duly considered the above and foregoing agreement, and compared the same with the records of the County relating to the real property described therein, and being fully advised in the premises, hereby approves said agreement.

Dated May 13 1947.

SAM A. CLAGGETT
Tax Collector of the County of
San Diego, State of California.

The undersigned, Thomas H. Kuchel, Controller of the State of California, having duly considered the above and foregoing agreement and being fully advised in the premises, hereby approves said agreement.

Dated June 5th, 1947.

THOMAS H. KUCHEL, Controller
of the State of California.
By EWING HALL
Deputy.

Approved as to form

(SEAL)

Date May 15, 1947.

JAMES DON KELLER, District Attorney
in and for the County of San Diego,
State of California.

By CARROLL H. SMITH
Deputy.

J. F. DuPAUL, City Attorney.

By THOMAS J. FANNING
Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Option to Purchase Tax Deeded Lands - Montclair and City Heights; being Document No. 374199.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Wilby Deputy

LEASE

THIS AGREEMENT, made this 23rd day of May, 1947, between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter referred to as the "City", and THE BOARD OF EDUCATION OF THE SAN DIEGO UNIFIED SCHOOL DISTRICT, hereinafter referred to as the "Board of Education," WITNESSETH:

THAT WHEREAS, the City is the owner of BALBOA STADIUM (hereinafter referred to as "said Stadium"), which said stadium the Board of Education desires to lease for certain school activities; NOW, THEREFORE,

I.

TERM. The City does hereby lease said stadium to the Board of Education for a period of one year, beginning on the first day of July, 1947, upon the terms and conditions hereinafter set forth.

II.

RENT. The Board of Education shall pay to the City, as the rent due hereunder, at the office of the City Treasurer, the following sums: (1) \$3,500.00, payable in ten equal installments on the last days of September, October, November, and December, 1947, and January, February, March, April, May and June, 1948, respectively; (2) the further sum of \$21.50 for each evening that said stadium is used by the Board of Education for any purposes; and the further sum of \$100.00 for each day or evening in excess of six (6) in which said stadium is used by the Board of Education for any purpose other than a game, track meet or field meet, in which San Diego High School and Junior College is officially a participant. On occasions of evening use of the stadium by the Board of Education the school district shall employ an electrician approved by the City to operate the lighting and public address systems and shall pay the individual in addition to any payment provided in this lease. Said sums of \$100.00 and/or \$21.50 shall be paid to the City at the same time as the regular installment of rent next following the day on which such game, track meet or field meet is held. At the expiration

or termination of this lease for any reason or in any manner, any sum at that time owing and unpaid from the Board of Education to the City shall be paid immediately.

III.

OCCUPATION, USE and CONTROL. The City reserves the right to the use and occupation of said stadium by itself and/or its other lessees and/or permittees, at any times except those as to which the Board of Education is given priority hereunder. For the purposes of a civic celebration, and upon two weeks' notice to the Board of Education, the City shall have priority of right to the use of said stadium over any use whatsoever by the Board of Education.

PRIORITY. The relative order of priority of right to the use of said stadium shall be as follows:

(1) Not later than the first day of June, 1947, the Board of Education shall file with the City Manager of the City a written schedule of football games to be held in said stadium during the following school year, showing the date of each such game, and whether it will be held in the afternoon or evening; all such football games in which San Diego High School is officially a participant, and not more than six (6) football games in which San Diego High School is not a participant (but at least one of the participants is a school under the jurisdiction of said Board of Education), shall have priority over any use of said stadium by any other lessee and/or permittee of the City during the months of September, October, November and December; but not more than one football game shall be scheduled to be held on the same day.

(2) All baseball games, track meets and/or field meets in which San Diego High School is officially a participant, between the dates of February first and May twentieth, shall have priority over any use of said stadium by any other lessee and/or permittee of the City; provided, however, that the City Manager of the City shall be notified in writing at least two weeks in advance of each date (specifying whether afternoon or evening, but not both) for which the Board of Education will exercise said right of priority.

(3) All races, games, carnivals or circuses, meetings, or other events of any kind or nature, held by the City, or by any person, firm, corporation or organization to whom the City shall give any lease, permit or license so to do, shall have priority of right to the use of said stadium next after the events specified hereinabove under (1) and (2).

(4) At all times when said stadium is not in use for one of the purposes specified under (3) hereinabove, the Board of Education may use said stadium for any purpose permitted by this lease, provided that such use shall not interfere with, or cause the condition of any part of said stadium to become less fit for, any of the uses specified under (3) hereinabove.

PERMISSIBLE USES: The Board of Education may use said stadium for all athletic games and/or field meets and/or track meets in which any public school under the jurisdiction of said Board of Education is officially a participant (subject, however, to the order of priority hereinabove specified); baseball, track and field teams and players from San Diego High School only may use the track and field in said stadium for practice, between February first and May twentieth, 1948; football teams shall not use the field in said stadium for practice excepting only that the Varsity team of San Diego High School may use said field for a "warm-up" drill on the day preceding a scheduled game, in the event that the Junior Varsity team of San Diego High School is using said High School's other football field at that time; R.O.T.C. classes and drills may be held in said stadium during school hours, but shall be confined to the areas north and south of the football field, except as follows: the entire field may be used, when the professor of Military Science and Tactics deems it necessary, but only on Tuesdays, Wednesdays and Thursdays; other days only for competitive drills and inspections. All school classes, drills, practice or other activities in said stadium shall be under the personal supervision and control of one or more instructors under the jurisdiction of said Board of Education; at all times when such instructors are not present and in control, the board of Education shall rule that said stadium is "out of Bounds" to students; when such supervised school activities are ended for the day, the instructor last using said stadium shall close and lock all open or unlocked gates thereto. At all games, competitions or other events held by said Board of Education at night, the lighting system of said stadium shall be operated by an electrician approved by the City.

IV.

LIABILITY. The Board of Education, so far as it may lawfully do so, shall hold the City harmless from any and all liability for injury to person and/or damage to property arising directly or indirectly out of the act or neglect of any employee or officer of said Board of Education, or any student under its jurisdiction, in connection with the use of said stadium by the Board of Education.

V.

MAINTENANCE. The City shall keep and maintain said stadium, including the making of all necessary repairs and the planting, watering and trimming of turf and shrubbery, and shall keep the field and track, bleachers, rest rooms and dressing rooms clean; the City shall prepare the track and field for all games and contests scheduled by the Board of Education as aforesaid; however, the Board of Education, at its own expense, shall prepare the baseball diamond at the beginning of the season, and thereafter, for the remainder of the season, the baseball diamond shall be kept in repair and good playing condition by the City.

VI.

LEASE NOT ASSIGNABLE. Neither this lease, nor any right of the lessee hereunder, may be assigned, sublet, or in any manner transferred to another.

VII.

The City reserves to itself and to such persons, firms or corporations as it may license for that purpose, the sole and exclusive right to sell, within said stadium, refreshments, including food, candy, confectionery, cigars, cigarettes, tobacco, non-alcoholic beverages, souvenirs, programs, and other articles of merchandise as are commonly or usually sold in amusement parks and recreation centers; and no right to sell any of such articles in or upon any of the premises hereby leased is granted to the Board of Education by this issue.

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be executed by its City Manager, pursuant to Resolution No. 86053 of the Council of said City, and the San Diego Unified School District has caused this agreement to be executed by its Business Manager and President of the Governing Board of the San Diego Unified School District, San Diego County, State of California, pursuant to resolution of said Governing Board, this 20th day of May, 1947.

THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager

THE SAN DIEGO UNIFIED SCHOOL DISTRICT,
SAN DIEGO COUNTY, STATE OF CALIFORNIA,
By R. C. DAILARD
Business Manager
By O. E. DARNALL
President: Governing Board

APPROVED AS TO FORM:
JAMES DONALD KELLER, DISTRICT ATTORNEY
By Bertram McLees, Jr. Date 5-31-47

I hereby approve the form of the foregoing Agreement this 23 day of May, 1947.
J. F. DuPAUL
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Board of Education of the San Diego Unified School District relative to use of Balboa Stadium; being Document No. 374238.

FRED W. SICK
City Clerk of the City of San Diego, California.
By Helena M. Willig Deputy

L E A S E

THIS AGREEMENT, made and entered into this 5th day of June, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the "City", and GEORGE W. WOOD, hereinafter called the "Lessee", WITNESSETH:

That the City, 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 herein after set out and their faithful performance by such lessee, and upon and subject to the terms, conditions and reservations herein set forth, does by these presents lease, demise and let unto the said lessee the following described property, situate in the County of San Diego, State of California, to-wit:

Sixty acres of land, more or less, located in the San Pasqual Valley area, being described as follows: The SE 1/4 of the SW 1/4 of Section 29, Twp. 12 South, Range 1 West, S.B.B.&M.; and
The W 1/2 of the NE 1/4 of the NW 1/4 of Section 32, Twp. 12 South, Range 1 West, S.B.B.&M.;

For a term of five (5) years, beginning on the 1st day of June, 1947, and ending on the 31st day of May, 1952, at the following rentals: One Hundred Dollars (\$100.00) per year payable in advance at the office of the Lessor annually during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for stock grazing purposes only, and for no other purpose or purposes.

Second. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Common Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises.

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, the said lessee shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving ninety (90) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.

Tenth. 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.

Eleventh. It is understood and agreed that if the lessee shall make default in the performance of any of the terms, conditions or covenants of this lease by the lessee to be kept, observed or performed, lessee will in such case pay to the 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 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. 85152 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 NEAL D. SMITH
Acting City Manager

GEO. W. WOOD
Lessee

I HEREBY APPROVE the form and legality of the foregoing Lease this 10th day of June, 1947.

J. F. DuPAUL, City Attorney,
By B. L. COMPARET
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with George W. Wood to 50 Acres in San Pasqual Valley for Stock Grazing; being Document No. 374271.

FRED W. SICK
City Clerk of the City of San Diego, California
By *Helen M. Willis* Deputy

LEASE

THIS INDENTURE OF LEASE, made and entered into this 5th day of June, 1947, 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 S. & SARA WOSK INVESTMENT COMPANY, a corporation, hereinafter sometimes designated as the Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and lease unto the Harry S. & Sara Wosk Investment Company, a corporation, lessee as aforesaid, upon the terms and conditions and for the purposes and uses hereinafter recited, and the lessee hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, the lands bordering and extending into the Bay of San Diego, and being a portion of those lands conveyed to The City of San Diego by the State of California under the provisions of that certain Act of the Legislature of the State of California, entitled, "An Act conveying certain tidelands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911, and as subsequently amended, particularly described as follows, to-wit:

Beginning at the point of intersection of the easterly line of Kettner Boulevard with the Mean High Tide Line for the Bay of San Diego, as said Mean High Tide Line was established by that certain Superior Court Action No. 35473; thence southeasterly following along the said Mean High Tide Line, first south 70° 41' east a distance of 80.29 feet; thence south 72° 35' 20" east a distance of 25.35 feet to a point; thence leaving said Mean High Tide Line north 89° 57' 37" west a distance of 99.97 feet, more or less, to a point on the southerly prolongation of the easterly line of Kettner Boulevard; thence northeasterly along the said prolongation of the easterly line of Kettner Boulevard a distance of 34.07 feet, more or less, to the point or place of beginning; containing 1570 square feet of tideland area.

The said lands hereinabove described being shown on the map or plat designated as Drawing No. 205-B, dated March 10, 1947, attached hereto, marked "Exhibit A," and made a part hereof.

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said lessee for a period of twenty-five (25) years, beginning on the 1st day of June, 1947, and ending on the 31st day of May, 1972, unless sooner terminated, as herein provided, at the following rental:

The sum of ten cents (10¢) per square foot per year.

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

Neither the whole, nor any part, of this lease shall be assignable or transferable, nor shall the lessee have the right to sublet the leased premises, or any part thereof, without the consent of the Harbor Commission evidenced by resolution duly and regularly passed and adopted.

If at any time during the term of this lease the tenancy hereunder shall interfere with the use of any of the tidelands of San Diego lying bayward of the bulkhead line as now established for navigation, commerce and fisheries, or in any manner become inconsistent with the trust under which the said tidelands are held from the State of California, the City shall have the right to terminate this lease upon one year's notice and the payment to the lessee of reasonable compensation, which shall be based upon and limited to compensation for the actual value at the time of the termination of this lease of such buildings, structures and physical improvements placed upon the demised premises by the lessee as are authorized or permitted under the terms of this lease, but shall not be held to include or require compensation to be paid in any amount to the lessee for any damage to or interference with the loss of business or franchise occasional by any such termination.

In addition to the foregoing provisions, it is hereby agreed by the parties to this lease that the same is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That the demised premises shall be used for the purpose of erecting and maintaining thereon an office building, as soon as building materials become available. That pending the erection of said office building, the lessee shall have the right to use said premises for the parking of cars and temporary storage, or any similar purpose; provided, however, that said lessee shall observe all fire and safety regulations, and that any business so operated on said premises shall not become a nuisance.

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

(3) That upon the expiration of the term of this lease, or upon the sooner termination thereof, except upon a termination for a cause entitling the lessee to be paid compensation for its building and physical improvements placed upon the demised premises, as hereinabove provided, and which compensation shall have been paid to the lessee, the lessee shall have the right and shall be required to remove from said premises such building, structures,

appliances and appurtenances as may have been constructed by in on said premises.

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

(5) 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 structure or building 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 right or claim to damages or compensation therefor; provided, however, 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.

(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 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 City requiring the lessee 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 said lessee shall thereupon forthwith remove from said premises and shall have no further right or claim thereto, and 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.

THE CITY OF SAN DIEGO
Lessor.

By EMIL KLICKA
H. M. SMITH
A. BORTHWICK
Members of the Harbor Commission
of The City of San Diego.

HARRY S. & SARA WOSK INVESTMENT COMPANY
Lessee.

ATTEST:
J. F. G. HUNTER

(SEAL)

By HARRY S. WOSK

I hereby approve the form of the foregoing Lease this 5th day of June, 1947.

J. F. DuPAUL
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 Tidelands Lease with Harry S. & Sara Wosk Investment Company; being Document No. 374325.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Willis Deputy

KNOW ALL MEN BY THESE PRESENTS, That UNION TITLE INSURANCE & TRUST CO., a corporation, as trustee of the Estate of C. A. GRAY, deceased, as Principal and LONDON & LANCASHIRE INDEMNITY COMPANY OF AMERICA a corporation organized and existing under and by virtue of the laws of the State of NEW YORK as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of EIGHT HUNDRED FIVE and no/100 Dollars (\$805.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 5th day of June, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

1 - 2-1/2 ton Dodge truck, Model WH-47,

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

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

(SEAL)
ATTEST:
LLOYD BALDRIDGE
Ass't. Secretary

UNION TITLE INSURANCE & TRUST CO., as
trustee of the ESTATE OF C. A. GRAY,
Deceased,
By J. D. FORWARD, Jr. Vice Pres.
Principal:
LONDON & LANCASHIRE INDEMNITY COMPANY
OF AMERICA Surety.
By THEODORE M. FINTZELBERG
Attorney-in-Fact

(SEAL)

STATE OF CALIFORNIA COUNTY OF SAN DIEGO ss.

On this 6th day of JUNE, 1947, personally appeared before me THEODORE M. FINTZELBERG the Attorney-in-fact of the London & Lancashire Indemnity Company of America, with whom I am personally acquainted, who being by me duly sworn, stated, that he resides in the City of San Diego in the State of California: that he is Attorney-in-fact of the London & Lancashire Indemnity Company of America, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said Company; that he signed his name thereto as Attorney-in-fact under like authority, and that said authority has not been revoked nor rescinded.

(SEAL)

BESSIE L. WALLACE
Notary Public San Diego Co., California
My Commission Expires 2/14/51

I hereby approve the form of the within Bond, this 9th day of June, 1947.

J. F. DuPAUL
City Attorney.
By J. H. MCKINNEY
Deputy City Attorney.

I hereby approve the foregoing bond this 9th day of June 1947.

NEAL D. SMITH
Acting 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 6th day of June, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and UNION TITLE INSURANCE & TRUST CO., as trustee of the ESTATE OF C. A. GRAY, Deceased, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said 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 - 2-1/2 ton Dodge truck, model WH-47, gross vehicle weight 16,000#, equipped with Garwood C12 body and FICS underbody hoist or Heil #1715 Body and Hoist, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 372032.

Said contractor hereby agrees to furnish and deliver the equipment above described at and for the following price, to-wit: \$3,216.75. Said price does not include the California State Sales Tax, which will be paid by the City.

Said contractor agrees to deliver said equipment within thirty (30) days after receipt of purchase order.

If the manufacturer makes general increases to the trade in the price of the product, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by the contractor to the City, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances, and allowing cancellation to be effected by the City if it elects so to do; Provided, however, that any increases to the City, allowed under above conditions, shall not exceed 10% of the prices quoted to the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to The City of San Diego.

Said City, in consideration of the furnishing and delivery of said equipment by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said equipment by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Three Thousand Two Hundred Sixteen and 75/100 Dollars (\$3216.75), exclusive of the California State Sales Tax.

Said payment will be made in accordance with purchase order and delivery.

"FEDERAL HINDRANCE" clause to be inserted in The City of San Diego's war time material, equipment and construction contracts:

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies were engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor the City, pursuant to resolution of the City Council, may --

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (30) days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability,

elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 86035 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 NEAL D. SMITH
Acting City Manager.

UNION TITLE INSURANCE & TRUST CO., as trustee of the ESTATE OF C. A. GRAY, Deceased,
By J. D. FORWARD Jr. Vice-Pres. Contractor.

(SEAL)
ATTEST:
LLOYD BALDRIDGE

I hereby approve the form and legality of the foregoing contract this 9th day of June, 1947.

J. F. DuPAUL
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 Trustee of Estate of C. A. Gray, deceased, for Furnishing One Dodge Truck; being Document No. 374334.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Willis Deputy

NEGOTIATED UTILITY SERVICE CONTRACT

(No Connection Charge) WATER Service.

Camps Consair and Sahara San Diego San Diego California
(Station or premises to be served) (City) (County) (State)

Premises are: () Government-owned Symbol Number of Lease W3460-eng-985&554
(X) Government-leased Name of Lessor City of San Diego
Los Angeles District Harbor Department

Bills will be rendered to Corps of Engineers at 751 South Figueroa Street, Los Angeles, California.

Payment will be made by Finance Officer, United States Army, at 824 South Western Avenue, Los Angeles, California.

Estimated annual cost hereunder: \$ 168.00

This contract is authorized by the following laws: First War Powers Act, 1941 (Public No. 354, 77th Cong.), and Executive Order No. 9001.

The supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the appropriations indicated below:

2170905 708-4168 P330-05 S-04-353

CONTRACTOR'S PROPOSAL

Date 16 April 1947

At the request of the United States, the undersigned offers and agrees to furnish required water service, beginning on 15 April 1947, and thereafter until further notice (See Special Provisions, if any), for the use of the United States at the location shown above, in accordance with the rates and other terms set forth below or attached hereto; General Provisions on the reverse side hereof; and Special Provisions numbered 1 to - inclusive (If attached and made part hereof in accordance with the footnote entitled "Special Provisions").

* Special Provisions. --When the estimated annual expenditure under this contract is more than \$1000, Special Provisions A (Electric Service), B (Gas Service), C (Water Service), or D (Sewage Service) shall be attached and made part hereof.

THE CITY OF SAN DIEGO, WATER DEPARTMENT
(Contractor)
SAN DIEGO, CALIFORNIA
(Address)
By F. A. RHODES
Title F. A. RHODES, City Manager
authorized to make this proposal

GOVERNMENT'S ACCEPTANCE

The foregoing Proposal is accepted this 16th day of April 1947.

UNITED STATES OF AMERICA
By PAUL C. BEARDSLEE
Contracting Officer

GENERAL PROVISIONS

1. SERVICE REGULATIONS. - The matter of meters, meter accuracy, reliability of service,

and all other similar matters not stipulated in this contract, shall be governed by the rules applicable and on file with the public regulatory body having jurisdiction in said matters.

2. PAYMENTS. - For and in consideration of the faithful performance of the stipulations of this contract, the Contractor shall be paid by the designated disbursing officer for service herein contracted for, at the rates and under the terms and conditions herein set forth. The Contractor hereby declares that said rates are not in excess of the lowest rates now available to any prospective customer under like conditions of service, and agrees that during the life of this contract the Government shall continue to be billed on the lowest available rate for similar conditions of service. Recognition is given to the fact that the Government fiscal year ends on 30 June. Payments hereunder shall be contingent upon the availability of appropriations therefor, and shall not be made in advance of service rendered. All bills for service shall be paid without penalty or interest and the Government shall be entitled to any discounts customarily applicable to payment of bills by all customers of the Contractor.

3. CHANGES OF RATES. - If during the life of this contract the public regulatory body having jurisdiction receives for file in authorized manner rates that are higher or rates that are lower than those stipulated herein for like conditions of service, the Contractor hereby agrees to continue to furnish service as stipulated in this contract, and the Government hereby agrees to pay for such service at the higher or lower rates from and after the date when such rates are made effective. Such revised rate schedule, in sextuplicate, shall be promptly furnished to the Contracting Office by the Contractor for attachment to this contract.

4. CONTRACTOR'S EQUIPMENT. - The Government shall provide, free of cost, suitable locations on the premises to be supplied for the installation of the meters and any other equipment of the Contractor necessary to furnish service hereunder, all of which facilities shall be and remain the sole property of the Contractor and shall, at all times during the life of this contract, be operated and maintained by the Contractor at its expense; and all taxes and other charges in connection therewith, together with all liability arising out of the negligence of the Contractor in the construction, operation or maintenance of said facilities shall be assumed by the Contractor. Authorized representatives of the Contractor will be allowed access to the facilities of the Contractor at suitable times to perform the obligations of the Contractor with respect to said facilities. The Contractor shall have the right to remove its property within a reasonable time after termination of this contract, provided termination is not due to the fault of the Contractor.

5. OFFICIALS NOT TO BENEFIT. - No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

6. CONVICT LABOR. - The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

7. COVENANT AGAINST CONTINGENT FEES. - The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration, the amount of such commission, percentage, brokerage or contingent fee. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8. ANTI-DISCRIMINATION. - (a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

(b) The Contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article a subcontract is defined as any contract entered into by the contractor with any individual, partnership, association, corporation, estate or trust, or any other business enterprise or legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

9. ASSIGNMENT OF RIGHTS. - If this contract is for an amount of \$1,000 or more, claims for monies due or to become due to the Contractor from the Government hereunder may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, in accordance with the Assignment of Claims Act of 1940 (Public No. 811, 76th Cong.). Payment to an assignee of any claim hereunder shall not be subject to reduction or set-off for any indebtedness of the assignor to the United States arising independently of this contract.

10. DEFINITIONS. - Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

RATES

Water service will be supplied through six-inch Meter No. 6536887 and four-inch Meter No. 6216186, in accordance with Ordinance No. 3184 (New Series), attached hereto and made a part hereof.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with United States of America for Furnishing Water to Camps Consair and Sahara; being Document No. 374385.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helena M. Willy Deputy

B-258858

KNOW ALL MEN BY THESE PRESENTS, That SMITH BOOTH USHER COMPANY, as Principal and GLOBE INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of NEW YORK as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND NINE HUNDRED SIXTY and no/100 Dollars (\$1,960.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 12th day of June, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said

principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

- 1 - Model 110 Cleveland Trencher,

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

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

SMITH BOOTH USHER COMPANY
 By ALEX KOSTYZAK
 Principal.

The Premium Charged For This Bond Is
 \$9.80 Dollars For The Term Thereof

(SEAL)

GLOBE INDEMNITY COMPANY
 Surety.
 By M. E. HARPER
 Attorney in Fact

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

On this 12th day of June in the year 1947, before me, L. HOLLINGSHEAD, a Notary Public in and for the County and State aforesaid, personally appeared M. E. Harper known to me to be the person whose name is subscribed to the within instrument and known to me to be the Attorney-in-Fact of GLOBE INDEMNITY COMPANY and acknowledged to me that he subscribed the name of the said Company thereto as Surety and his own name as Attorney-in-Fact.

(SEAL)

L. HOLLINGSHEAD
 Notary Public in and for said County and State.
 My Commission Expires May 14, 1948

I hereby approve the form of the within Bond, this 13th day of June, 1947.

J. F. DuPAUL
 City Attorney.
 By J. H. MCKINNEY
 Deputy City Attorney.

I hereby approve the foregoing bond this 13th day of June 1947

NEAL D. SMITH
 Acting 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 12th day of June, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and SMITH BOOTH USHER COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

- 1 - Model 110 Cleveland Trencher, complete with gasoline engine, oil bath air cleaner, Deluxe oil filter, deep oil pan for 30° tipping angle, electric starter and battery, auxiliary 40-gallon gasoline tank, Number 5 bucket line to cut 24-inches maximum, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 372032.

Said contractor hereby agrees to furnish and deliver the equipment above described at and for the following price, to-wit: \$7,840.00. Said price does not include the California State Sales Tax which will be paid by the City.

Contractor agrees to deliver said equipment f.o.b. 20th and B Streets, San Diego, California, on or before February, 1948.

If the manufacturer makes general increases to the trade in the price of the product, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by contractor to the City, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances, and allowing cancellation to be effected by the City if it elects so to do; Provided, however, that any increases to the City, allowed under above conditions, shall not exceed 10% of the prices quoted to the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to The City of San Diego.

Said City, in consideration of the furnishing and delivery of said equipment by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said equipment by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Seven Thousand Eight Hundred Forty and no/100 Dollars (\$7840.00), exclusive of California State Sales Tax.

Said payment will be made in accordance with purchase order and delivery.

"FEDERAL HINDRANCE" clause to be inserted in The City of San Diego's war time material, equipment and construction contracts:

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies were engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he

shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into, and is beyond the control of the contractor the City, pursuant to resolution of the City Council, may --

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (30) days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 86037 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 NEAL D. SMITH
Acting City Manager.

SMITH BOOTH USHER COMPANY
By ALEX KOSTYZAK
Contractor.

I hereby approve the form and legality of the foregoing contract this 13th day of June, 1947.

J. F. DuPAUL
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 Smith Booth Usher Company for Furnishing One Model 110 Cleveland Trencher; being Document No. 374386.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Willy Deputy

LOAN AGREEMENT

WHEREAS, The City of San Diego is the owner of four certain tapestries, woven under W. P. A. Project, which the Art Center in La Jolla desires to borrow to place upon public display in the premises of said Art Center, at 610 Prospect Street, La Jolla, and which The City of San Diego is willing to lend for that purpose; NOW, THEREFORE, IT IS HEREBY AGREED:

(1) That The City of San Diego does hereby lend to the Art Center at La Jolla the said four tapestries, for the purpose of having them put on public display at the premises of said Art Center, at 610 Prospect Street, La Jolla, in said City of San Diego, said loan being for a period of not more than eleven months; The City of San Diego, however, reserves the right to require the return of said tapestries at any time.

(2) The Art Center in La Jolla, its officers and directors, agree to keep said tapestries on public display in said premises; and to use reasonable care for the safekeeping of said tapestries until their return to The City of San Diego, and to return said tapestries upon demand.

IN WITNESS WHEREOF, this agreement is executed this 4th day of June, 1947, by said Art Center in La Jolla, by the undersigned, its President, thereunto duly authorized, and by The City of San Diego by its City Manager, pursuant to resolution No. 86142 of the City Council.

(SEAL)

ART CENTER, LA JOLLA
By GORDON GRAY, President

THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager.

I hereby approve the form of the foregoing Loan Agreement this 18th day of June, 1947.

J. F. DuPAUL, City Attorney.
By B. L. COMPARET
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Loan Agreement with Art Center in La Jolla covering four Tapestries woven under W. P. A. Project; being Document No. 374479.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Willy Deputy

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 7th day of June, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and DON LEE, INC., a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

One (1) Cadillac seven-passenger sedan; in accordance with the specifications therefor contained in Document No. 373480, on file in the office of the City Clerk of said City.

Said contractor hereby agrees to furnish and deliver the said automobile above described at and for the price of five thousand two hundred sixty-seven and 89/100 dollars (\$5,267.89), which price includes the California State sales tax.

Said contractor agrees to deliver said automobile to The City of San Diego on or before the 18th day of June, 1947.

Said City, in consideration of the furnishing and delivery of said automobile by said contractor, according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said automobile by said City, will pay said contractor, in warrant drawn upon the proper fund of said City, the sum of five thousand two hundred sixty-seven and 89/100 dollars (\$5,267.89); which price includes the California State sales tax.

PRICE ADJUSTMENT CLAUSE. If the manufacturer makes general increases to the trade in the price of the automobile, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by the bidder to the City, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances, and allowing cancellation to be effected by the City if it elects so to do. Provided, however, that any increases to the City, allowed under above conditions, shall not exceed 10% of the price quoted to the City, and provided, further, that any decreases in price, made effective prior to delivery to the City, shall be allowed to The City of San Diego.

"FEDERAL HINDRANCE" clause to be inserted in The City of San Diego's war time material, equipment and construction contracts:

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies were engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor the City, pursuant to resolution of the City Council, may --

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. _____ of the Council authorizing such execution, and the contractor has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed by its proper officers, thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.
By F. A. RHODES
City Manager.

(SEAL)
ATTEST:
J. C. SYMES
General Manager.

DON LEE INC.
By D. L. HUNTER
Contractor.

KNOW ALL MEN BY THESE PRESENTS: That D. L. Hunter is the duly elected, qualified and acting Secretary of Don Lee, Inc., a California corporation, and that as such Secretary he is duly authorized to execute in the name of the Corporation that certain Purchase Contract dated June 7, 1947, between the said Corporation and the City of San Diego, California.

IN WITNESS WHEREOF we have hereunto affixed the official seal of the Corporation this 7th day of June, 1947.

(SEAL) ATTEST:
D.L. HUNTER, Secretary

DON LEE, INC.
By L. G. PATES
Vice President

I hereby approve the form and legality of the foregoing contract this 18th day of June, 1947.

J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Don Lee, Inc. for furnishing One Cadillac Seven-passenger Sedan; being Document No. 374480.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Wilk Deputy

AMENDMENT TO AGREEMENT

Application No. 101
Allotment No. 96

WHEREAS, the STATE OF CALIFORNIA and the CITY OF SAN DIEGO entered into a certain agreement dated March 14, 1947 relative to an allocation of State aid for the acquisition, establishment and ultimate disposition of temporary and emergency housing facilities for veterans, their families, single veterans and families of servicemen; and

WHEREAS, said agreement provides, in part, as follows:

"26. That this agreement may be terminated or amended by mutual consent in writing of the parties hereto." and

WHEREAS, the parties hereto desire to amend said agreement;

NOW, THEREFORE, it is mutually agreed by and between the parties to said agreement that Paragraph 17 of said agreement reading as follows:

"17. To agree with the Director of Finance, as soon as practicable following execution of this agreement, for the establishing of a reserve from the original amount allocated to be used for the purpose of demolition and site restoration."

is hereby amended to read:

"17. To the establishing of a reserve to be used for the purpose of demolition and site restoration in the sum of THIRTEEN THOUSAND NINE HUNDRED FIFTY AND NO/100 DOLLARS (\$13,950.00). Ninety per cent (90%) of said reserve or \$12,555.00, shall be set aside by the State from the amount allocated by the State under said agreement and ten per cent (10%) or \$1,395.00, shall be set aside by said Local Agency from the latter's share of the cost of the facility."

All other terms and provisions of the aforesaid agreement dated March 14, 1947 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the said parties have hereunto executed this instrument this 16th day of June, 1947.

STATE OF CALIFORNIA
JAMES S. DEAN
Director of Finance
By H. H. JAQUETH
Chief Local Allocation Division

I hereby approve the form and legality of the within Amendment to Agreement this 16 day of May, 1947.

J. F. DuPAUL, City Attorney.
By MOREY S. LEVENSON
Assistant City Attorney.

CITY OF SAN DIEGO
By F. A. RHODES
City Manager

AMENDMENT TO AGREEMENT

Application No. 130
Allotment No. 102

WHEREAS, the STATE OF CALIFORNIA and the CITY OF SAN DIEGO entered into a certain agreement dated April 29, 1947 relative to an allocation of State aid for the acquisition, establishment and ultimate disposition of temporary and emergency housing facilities for veterans, their families, single veterans and families of servicemen; and

WHEREAS, said agreement provides, in part, as follows:

"26. That this agreement may be terminated or amended by mutual consent in writing of the parties hereto." and

WHEREAS, the parties hereto desire to amend said agreement;

NOW, THEREFORE, it is mutually agreed by and between the parties to said agreement that Paragraph 17 of said agreement reading as follows:

"17. To agree with the Director of Finance, as soon as practicable following execution of this agreement, for the establishing of a reserve from the original amount allocated to be used for the purpose of demolition and site restoration."

is hereby amended to read:

"17. To the establishing of a reserve to be used for the purpose of demolition and site restoration in the sum of TWENTY SIX THOUSAND NINE HUNDRED FIFTY AND 50/100 DOLLARS (\$26,950.50). Ninety per cent (90%) of said reserve or (\$24,255.54) shall be set aside by the State from the amount allocated by the State under said agreement and ten per cent (10%) or \$2,695.06, shall be set aside by said Local Agency from the latter's share of the cost of the facility."

All other terms and provisions of the aforesaid agreement dated April 29, 1947 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the said parties have hereunto executed this instrument this 15th

day of June, 1947.

STATE OF CALIFORNIA
JAMES S. DEAN
Director of Finance
By H. H. JAQUETH
Chief Local Allocation Division

CITY OF SAN DIEGO
By F. A. RHODES
City Manager

I hereby approve the form and legality of the foregoing Amendment to Agreement this 15 day of May, 1947.

J. F. DuPAUL
City Attorney.
By MOREY S. LEVENSON
Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Amendment to Agreement re Allocation of State aid for Disposition of Emergency Housing Facilities for Veterans; being Document No. 374630.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Willey Deputy

KNOW ALL MEN BY THESE PRESENTS, That CAMERON BROS., a co-partnership, as Principal and PACIFIC EMPLOYERS INSURANCE COMPANY a corporation organized and existing under and by virtue of the laws of the State of California as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Six hundred ninety-five Dollars (\$695.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 18th day of June, 1947.
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 required labor, material, transportation and services for the construction and installation of a twenty-four-inch concrete pipe culvert in Spruce Street, between California Street and Kettner Boulevard, and in and across a public right-of-way over lots 2 and 11, block 120, Middletown, in The City of San Diego, California, connecting with the existing concrete pipe culvert in Kettner Boulevard, and the removal and replacement of necessary pavement, sidewalks and curbs; in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

CAMERON BROS
By WM. CAMERON Partner
Principal.

(SEAL)

PACIFIC EMPLOYERS INSURANCE COMPANY
Surety.
By J. E. HEDQUIST
Attorney-in-fact

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } ss.

On this 18th day of June, 1947, before me Marie Clayton, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared J. E. Hedquist known to me to be the person whose name is subscribed to the foregoing instrument as the Attorney-in-Fact of the PACIFIC EMPLOYERS INSURANCE COMPANY, and acknowledged to me that he subscribed the name of PACIFIC EMPLOYERS INSURANCE COMPANY thereto as Principal and in his own name as Attorney-in-Fact.

(SEAL)

MARIE CLAYTON
Notary Public in and for the State of California,
County of San Diego
My Commission Expires 2/21/48

I hereby approve the form of the within Bond, this 19th day of June, 1947.

J. F. DuPAUL
City Attorney.
By J. H. MCKINNEY
Deputy City Attorney.

I hereby approve the foregoing bond this 19th day of June, 1947.

F. A. RHODES
City Manager.

KNOW ALL MEN BY THESE PRESENTS, That CAMERON BROS., a co-partnership, as Principal and PACIFIC EMPLOYERS INSURANCE COMPANY a corporation organized and existing under and by virtue of the laws of the State of California as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Thirteen hundred ninety Dollars (\$1390.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 18th day of June, 1947.
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 required labor, material, transportation and services for the construction and installation

of a twenty-four-inch concrete pipe culvert in Spruce Street, between California Street and Kettner Boulevard, and in and across a public right-of-way over lots 2 and 11, block 120, Middletown, in The City of San Diego, California, connecting with the existing concrete pipe culvert in Kettner Boulevard, and the removal and replacement of necessary pavement, sidewalks and curbs; all in accordance with the plans and specifications therefor contained in Document No. 373039, on file in the office of the City Clerk of said City.

WHEREAS, the aforesaid penal sum of Thirteen hundred ninety Dollars (\$1390.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on, or furnish materials, to be used in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his heirs, executors, administrators and 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 Chapter 3 of Division 5 of Title I of the Government Code of the State of California, 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 said Chapter 3, Division 5, Title I of the Government Code provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of Civil Procedure of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the said principal and surety have executed this instrument, the day and year first hereinabove written.

CAMERON BROS
By WM. CAMERON Partner
Principal.

PACIFIC EMPLOYERS INSURANCE COMPANY
Surety.
By J. E. HEDQUIST
Attorney-in-Fact

(SEAL)

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } ss.

On this 18th day of June, 1947, before me Marie Clayton, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared J. E. Hedquist known to me to be the person whose name is subscribed to the foregoing instrument as the Attorney-in-Fact of the PACIFIC EMPLOYERS INSURANCE COMPANY, and acknowledged to me that he subscribed the name of PACIFIC EMPLOYERS INSURANCE COMPANY thereto as Principal and his own name as Attorney-in-Fact.

MARIE CLAYTON
Notary Public in and for the State of California,
County of San Diego
My Commission Expires 2/21/48

(SEAL)

I hereby approve the form of the foregoing bond this 19th day of June, 1947.

J. F. DuPAUL
City Attorney.
By J. H. MCKINNEY
Deputy City Attorney.

I hereby approve the foregoing bond this 19th day of June, 1947.

F. A. RHODES
City Manager.

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, California, this 18th day of June, 1947, 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 CAMERON BROS., a co-partnership, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said city, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all required labor, material, transportation and services for the construction and installation of a twenty-four-inch concrete pipe culvert in Spruce Street, between California Street and Kettner Boulevard, and in and across a public right-of-way over lots 2 and 11, Block 120, Middletown, in The City of San Diego, California, connecting with the existing concrete pipe culvert in Kettner Boulevard, and the removal and replacement of necessary pavement, sidewalks and curbs; all in accordance with the plans and specifications therefor contained in Document No. 373039, on file in the office of the City Clerk of said City.

Said contractor hereby agrees to do and perform all of said work at and for the price of two thousand seven hundred eighty dollars (\$2,780.00).

Said contractor agrees to commence said work within 15 days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within 45 days from and after the date of the commencement of said work.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by it to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of two thousand seven hundred eighty dollars (\$2,780.00), said payment to be made as follows:

Upon completion of said work, and the acceptance of the same by the City Manager of said City 90% of the said contract price shall be paid said contractor, and 10% shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until 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 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 Council, in writing, having been first obtained.

Said contractor further agrees to be bound by each and every part of said specifications as the same may be interpreted in case of dispute or question by the City Engineer of said City. Further, that contractor will protect from the elements all of the materials and supplies to be used in the performance of said work, and in case of damage to any portion of said work or materials or supplies to be used in the performance of said work by reason of accident, the action of the elements, or any other cause whatsoever, before the final acceptance of said work, the contractor will repair or replace such damage, at contractor's own cost and expense.

The work shall be conducted under the immediate supervision of the City Engineer, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

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

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 contractor's 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 Laws, as set forth in the Labor Code of the State of California.

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 said Workmen's Compensation, Insurance and Safety Laws, 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 employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases 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, \$10.00 for each laborer, workman or mechanic employed in the execution of this contract 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 Section 195 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 Section 197 of the Charter of The City of San Diego, and that the said contractor shall forfeit as a penalty to the City Ten Dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done by the contractor, or by any subcontractor, contrary to the provisions of said Charter, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

The contractor further agrees that in the performance of the work contemplated by this contract it will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the contractor or any subcontractor in the performance of the work contemplated by this contract; and that the contractor shall forfeit as a penalty to the City Ten Dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day or portion thereof such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the contractor, or by any subcontractor:

Trade or Occupation	Wage Per 8-Hour Day
General or Construction Laborer,	\$ 10.80
Operators and tenders of pneumatic and electric tools, vibrating machines and similar mechanical tools not separately classified herein,	12.40
Sewer pipe layer (excluding caulker),	13.20
Apprentice engineer, including fireman, oiler, greaser,	12.20
Skip loader operator - wheel type,	13.20
Tractor operator, bulldozer, tamper, scraper or drag type shovel or boom attachments,	15.20
Trenching machine operator,	15.80
Drivers of trucks legal payload capacity less than 6 tons,	11.40
Carpenter,	15.20
Cement finisher,	15.80
Any classification omitted herefrom, not less than,	10.80

OVERTIME: Not less than one and one-half times the said prevailing or current rate of per diem wages shall be paid for extra work performed by such laborers, workman or mechanic on Sundays and legal holidays as set forth in Section 10 of the California Political Code 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.

If the contractor considers any work required of it to be outside the requirements of this contract, or considers any record or ruling of said City Manager unfair, it shall file with the Council a written protest against the same within ten (10) days thereafter, or be

considered to have accepted the record and ruling.

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 85227 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 F. A. RHODES
City Manager.

CAMERON BROS., a co-partnership,
By WM. CAMERON
Partner

I hereby approve the form and legality of the foregoing contract this 19th day of June, 1947.

J. F. DuPAUL
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 Cameron Bros. for Construction of Culvert in Spruce Street; being Document No. 374536.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Willey Deputy

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 19th day of June, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and GEO. V. BLACK, an individual doing business as SOUTHERN 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:

- 1 - only 85 cubic foot capacity deluxe model INGERSOLL-RAND air compressor on two wheel pneumatic tired trailer with push button electric starting outfit and one only set of standard set of maintenance hand tools, f.o.b. 20th & B Streets, San Diego, California; in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 373135.

Said contractor hereby agrees to furnish and deliver the equipment above described at and for the following price, to-wit: \$1,790.00. Said price does not include the California State Sales Tax, which will be paid by the City.

Said contractor agrees to deliver said equipment immediately upon receipt of purchase order.

If the manufacturer makes general increases to the trade in the price of the product, any such increase in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by the contractor to the City, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances, and allowing cancellation to be effected by the City if it elects so to do. Provided, however, that any increases to the City, allowed under above conditions, shall not exceed 10% of the price quoted to the City, and provided further that any decreases in price, made effective, prior to delivery to the City, shall be allowed to The City of San Diego.

Said City, in consideration of the furnishing and delivery of said equipment by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said equipment by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of One Thousand Seven Hundred Ninety and no/100 Dollars (\$1,790.00), exclusive of the California State Sales Tax.

Payment for said equipment will be made in accordance with purchase order and delivery. "FEDERAL HINDRANCE" clause to be inserted in The City of San Diego's war time material, equipment and construction contracts:

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies were engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor the City, pursuant to resolution of the City Council, may --

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (30) days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending

the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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

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

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

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. 85226 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 F. A. RHODES
City Manager.

GEO. V. BLACK
an individual dba SOUTHERN
MACHINERY COMPANY
Contractor.

I hereby approve the form and legality of the foregoing contract this 19th day of June, 1947.

J. F. DuPAUL
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 Geo. V. Black for One Portable Air Compressor; being Document No. 374591.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Willig Deputy

KNOW ALL MEN BY THESE PRESENTS, That INDUSTRIES SUPPLY COMPANY, a co-partnership composed of PAUL B. RAYBURN and PAUL B. RAYBURN, Jr., as Principal and COLUMBIA CASUALTY COMPANY A CORPORATION ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF NEW YORK as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO THOUSAND ONE HUNDRED THIRTY-FOUR and no/100 Dollars (\$2,134.00), lawful money of the United States of America, to be paid to said The City of San Diego; for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents. Signed by us and dated this 16th day of June, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver certain valves and equipment in accordance with the plans and specifications referred to in said contract; and for the contract price therein set forth.

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

INDUSTRIES SUPPLY CO.
By PAUL B. RAYBURN Partner
PAUL B. RAYBURN Jr. Partner
Principal.

COLUMBIA CASUALTY COMPANY
Surety.
By A. H. ANDERSON
Attorney-in-fact

ATTEST:
HAZEL DOROTHY ROTH

(SEAL)

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

On this 15th day of June, in the year 1947, before me, Hazel Dorothy Roth, a Notary Public in and for said County and State, personally appeared A. H. Anderson, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the COLUMBIA CASUALTY COMPANY, and acknowledged to me that he subscribed the name of the COLUMBIA CASUALTY COMPANY thereto as principal, and his own name as Attorney-in-fact.

(SEAL) HAZEL DOROTHY ROTH
Notary Public in and for said County and State
My Commission Expires June 27, 1950

I hereby approve the form of the within Bond, this 18th day of June, 1947.

J. F. DuPAUL
City Attorney.
By J. H. MCKINNEY
Deputy City Attorney.

I hereby approve the foregoing bond this 18th day of June, 1947.

F. A. RHODES
City Manager.

GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that INDUSTRIES SUPPLY COMPANY, a co-partnership composed of PAUL B. RAYBURN and PAUL B. RAYBURN, Jr., as Principal and COLUMBIA CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of NEW YORK, as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Two Thousand One Hundred Thirty-four and no/100 Dollars (\$2,134.00) (not less than 25% of the contract price), lawful money of the United States of America, for the payment of which, well and truly to be made, we, and each of us, do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal has entered into the annexed contract to furnish and deliver to The City of San Diego certain cast iron valves, fittings, etc., all as more particularly specified in said contract; and whereas, said Principal does hereby guarantee that the materials and workmanship used in the manufacture of the material and equipment specified in said contract shall conform in all respects to the requirements of the Specifications attached to said contract, and shall be satisfactory to the City Engineer of said City of San Diego in all respects for the services for which said materials and equipment are to be installed, for a period of one year after installation.

THE CONDITION OF THIS BOND IS SUCH that, if each and all of said materials and equipment furnished by the Principal under the said contract does conform to the requirements of said Specifications in all respects and is satisfactory to the City Engineer of said City of San Diego; or if the principal, upon demand by The City of San Diego, shall promptly replace, at his own expense, any and all of said materials and/or equipment which, upon testing, shall develop any defects, or which shall be found not to conform in all respects to the requirements of said Specifications, or which shall not operate to the satisfaction of the City Engineer, for said period of one year after installation, then this obligation shall become void; otherwise, to remain in full force and effect.

IN WITNESS WHEREOF, we have executed this agreement, this 16th day of June, 1947.

ATTEST:
MARION B. HART

INDUSTRIES SUPPLY COMPANY
Principal
By PAUL B. RAYBURN - Partner
PAUL B. RAYBURN, Jr. - Partner

ATTEST:
HAZEL DOROTHY ROTH

(SEAL)

COLUMBIA CASUALTY COMPANY
Surety
By A. H. ANDERSON
Attorney-in-Fact

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

On this 16th day of June, in the year 1947, before me, Hazel Dorothy Roth, a NOTARY PUBLIC in and for said County and State, personally appeared A. H. Anderson, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the COLUMBIA CASUALTY COMPANY, and acknowledged to me that he subscribed the name of the COLUMBIA CASUALTY COMPANY thereto as principal, and his own name as Attorney-in-fact.

(SEAL)

HAZEL DOROTHY ROTH
Notary Public in and for said County and State
My Commission Expires June 27, 1950

I HEREBY APPROVE the form of the foregoing Bond, this 18th day of June, 1947.

J. F. DuPAUL, City Attorney
By J. H. MCKINNEY
Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 18th day of June, 1947.

F. A. RHODES
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 16th day of June, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and INDUSTRIES SUPPLY COMPANY, a co-partnership composed of PAUL B. RAYBURN and PAUL B. RAYBURN, 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 and deliver to said City:

Valves and equipment as hereinafter described, for the following prices, to-wit:

1 - 2"	O.I.C. 123 screwed check valves		\$ 10.50
14 - 4"	A.C.F. D-151 flanged plug valves	@ \$35.74 ea	514.36
49 - 6"	A.C.F. D-151 " " "	@ \$72.93 ea	3,573.57
10 - 8"	A.C.F. D-151 " " "	@ \$122.38 "	1,223.80
2 - 4"	A.C.F. D-954 " " "	@ \$69.62 "	139.24
33 - 4"	A.C.F. D-451 " " "	@ \$38.40 "	1,267.20
28	A.C.F. floor stands w/name plates and special wrenches	@ \$42.45 "	1,188.50
2 - 1/2"	A.C.F. D-953 screwed plug valves, with wrenches	@ \$ 6.63 "	13.26
4 - 2"	A.C.F. #3000 ditto	@ \$35.76 "	143.04

6 - 2-1/2"	A.C.F. D-125	ditto	@ \$ 8.90 ea	\$ 53.40
2 - 4"	A.C.F. D-125	"	@ \$17.26 "	34.52
2 - 2-1/2"	O.I.C. 520	"	@ \$24.00 "	48:00
1 - 4"	Clayton #90	press. reg.	@ \$157.50 "	157.50
3 - Clayton #125	float chamber	controls	@ \$55.00	168.00
				<u>\$8,534.99</u>

Said prices do not include the California State Sales Tax.

Said contract prices for valves are subject to adjustment for changes in labor or material costs, such adjustment to be determined in accordance with the following method:

A. Labor:

1. For the purpose of adjustment, the proportion of the contract price representing Labor is accepted as 35 per cent.

2. The above amount accepted as representing Labor will be adjusted for increases in labor costs, such adjustment to be based on the index of hourly earnings of the "Machinery & Machine Shop Products" manufacturing industry, compiled monthly by the U.S. Department of Labor, Bureau of Labor Statistics. The average of the monthly Labor index figures for the period from the date of receipt of the Contractor's Proposal (hereinafter referred to as the Base Month), to and including the month specified in the Contract for final shipment will be computed and the percentage increase, if any, will be secured by a comparison of such average monthly Labor index figure with the Labor index figure for the Base Month. The adjustment for increases in Labor will be obtained by applying such percentage of increase, if any, to the amount of the contract price representing Labor, as indicated above, and the result will be accepted as an increase in the contract price.

3. If the average monthly Labor index figure computed as provided in paragraph 2 above is less than the Labor index figure for the Base Month, the percentage decrease of such average monthly Labor index figure from such Base Month figure will be computed. The adjustment for decrease in Labor will be obtained by applying such percentage of decrease to the amount of the contract price representing Labor, as indicated above, and the result will be accepted as a decrease in the contract price.

B. Material:

1. For the purpose of adjustment, the proportion of the contract price representing Material is accepted as 30 per cent.

2. The above amount accepted as representing Material will be adjusted for increases in material costs, such adjustment to be based on the index of wholesale prices for "Group VI Metals and Metal Products", compiled monthly by the U. S. Department of Labor. The average of the monthly Material index figures for the period from the Base Month to and including the month specified in the contract for final shipment will be computed and the percentage increase, if any, will be secured by a comparison of such average monthly Material index figure with the Material index figure for the Base Month. The adjustment for increases in Material will be obtained by applying such percentage of increase, if any, to the amount of the contract price representing Material, as indicated above, and the result will be accepted as an increase in the contract price.

3. If the average monthly Material index figure computed as provided in paragraph 2 above is less than the Material index figure for the Base Month, the percentage decrease of such average monthly Material index figure from such Base Month figure will be computed. The adjustment for decrease in Material will be obtained by applying such percentage of decrease to the amount of the contract price representing Material, as indicated above, and the result will be accepted as a decrease in the contract price.

C. General:

1. The adjustment to which the contract price is subject will be determined as provided for above, except -

a. If shipment under this contract is extended more than three months from the contract date as a result of causes beyond the reasonable control of the Contractor or because of fire, strike, civil or military authority, the adjustment in contract price for changes in labor and material costs may at the option of the Contractor be based on the period from date of receipt of contractor's quotation to the date when complete shipment is made.

b. If the contract is modified, resulting in a change in contract price or contract date of shipment, the adjustment will be modified accordingly.

2. In determining the adjustment in contract price, the percentage of increase or decrease in labor and material costs will be calculated to the nearest 1/10 th of 1 per cent.

3. If for any reason the statistics compiled by the U. S. Department of Labor, and referred to above, are not available for use in connection with adjustment in the contract price, adjustment will then be made by means of similar indices. In such event, the selection of substitute indices will be made by mutual agreement of the parties to this contract.

D. Maximum Price Adjustment:

The total price shall not be increased nor decreased under the foregoing price adjustment clause by more than fifteen per cent of the original bid price.

All said valves and equipment shall be in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 370912.

Contractor guarantees to start delivery within three (3) days after receipt of purchase order and to complete same within 90 days thereafter, subject to delays beyond contractor's control. Delivery is f.o.b. cars or trucks jobsite, Municipal Sewer Treatment Plant, Harbor Boulevard and 32nd Street, San Diego, California.

Said City, in consideration of the furnishing and delivery of said valves and equipment by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said valves by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Eight Thousand Five Hundred Thirty-four and 99/100 Dollars (\$8,534.99), exclusive of the California State Sales Tax which will be paid by the City. Payment for said valves and equipment will be made in accordance with purchase order and delivery.

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

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 86173 of the Council authorizing such execution, and the contractor has caused this instrument to be executed the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.
By F. A. RHODES
City Manager.

INDUSTRIES SUPPLY COMPANY
By PAUL B. RAYBURN - Partner
PAUL B. RAYBURN, Jr. - Partner
Contractor.

I hereby approve the form and legality of the foregoing contract this 18th day of June, 1947.

J. F. DuPAUL
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 Industries Supply Co. for Valves and Equipment; being Document No. 374692.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Wilby Deputy

KNOW ALL MEN BY THESE PRESENTS, That PACIFIC UNION METAL CO., a corporation, as Principal and NATIONAL SURETY CORPORATION a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO THOUSAND ONE HUNDRED FORTY-THREE and no/100 Dollars (\$2143.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 18th day of June, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

- 50 - Union Metal standards and
- 50 - General Electric Novalux luminaires,

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

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

(SEAL)
ATTEST:
W. DALE GOTTFREDSON
Assistant Secretary

PACIFIC UNION METAL CO.
By R. G. VANDEN BOONE President
Principal.

NATIONAL SURETY CORPORATION
Surety.
By MYRON C. HIGBY
Attorney-in-fact

I hereby approve the form of the within Bond, this 19th day of June, 1947.

J. F. DuPAUL
City Attorney.
By J. H. McKINNEY
Deputy City Attorney.

I hereby approve the foregoing bond this 19th day of June 1947.

F. A. RHODES
City Manager.

STATE OF CALIFORNIA, } S.S.
COUNTY OF LOS ANGELES }

On this 18th day of June, in the year one thousand nine hundred and 47, before me NORMA S. STEINHAUSER a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Myron C. Higby 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 Myron C. Higby acknowledged 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) NORMA S. STEINHAUSER
Notary Public in and for said County and State.
My Commission Expires July 8, 1950

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 18th day of June, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part; and hereinafter sometimes designated as the City, and PACIFIC UNION METAL CO., a corporation, party of the

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

- 60 - Union Metal Design #6213-Y172 Standards complete with anchor rods; and
- 60 - General Electric Form 79-D Novalux Luminaires, Cat. #A4G143 with mogul multiple sockets, natural aluminum hood, long clear globe,

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 373068.

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

60 - Union Metal standards	@ \$120.58 ea	\$ 7,234.80
60 - General Electric luminaires	@ \$ 22.10 ea	1,325.00
		<u>\$ 8,560.80</u>

Said prices do not include the California State Sales Tax.

Said contractor agrees to deliver said equipment within fourteen (14) days after receipt of purchase order.

If the manufacturer makes general increases to the trade in the price of the product, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by the contractor to the City, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances, and allowing cancellation to be effected by the City if it elects so to do. Provided, however, that any increases to the City, allowed under above conditions, shall not exceed 10% of the prices quoted to the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to The City of San Diego.

Said City, in consideration of the furnishing and delivery of said equipment by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said equipment by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Eight Thousand Five Sixty and 80/100 Dollars (\$8,560.80), exclusive of the California State Sales Tax. Said payment will be made in accordance with purchase order and delivery.

"FEDERAL HINDRANCE" clause to be inserted in The City of San Diego's war time material, equipment and construction contracts:

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies were engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor the City, pursuant to resolution of the City Council, may -

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (30) days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 373068 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.
By F. A. RHODES
City Manager.

PACIFIC UNION METAL CO.
By R. G. VANDEN BOONE President
Contractor.

(SEAL)
ATTEST:
W. DALE GOTTFREDSON
Assistant Secretary

I hereby approve the form and legality of the foregoing contract this 19th day of June, 1947.

J. F. DuPAUL
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 Pacific Union Metal Co. for 50 Light Standards and Luminaires; being Document No. 374593.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Welling Deputy

LEASE

THIS AGREEMENT, made and entered into this 31st day of May, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the "City", and GEORGE SAWDAY, hereinafter called the "lessee", WITNESSETH:

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

All of Pueblo Lots 1273, 1274, 1275, 1304 and 1306; Pueblo Lot 1305 (except the Atchison, Topeka and Santa Fe Railway lease filed as City Clerk's Document No. 350031); ALSO, Pueblo Lots 1318 and 1319 lying south of Miramar Road, according to the Map of the Pueblo Lands of The City of San Diego made by James Pascoe in 1870, filed as Miscellaneous Map No. 36 in the office of the County Recorder of San Diego County, subject to all easements, encumbrances, and liens of every kind, nature and description whatsoever existing against or in respect to said land; containing a total of 722 acres of land more or less;

SUBJECT, however, to the right of the San Diego Gas & Electric Company to construct, repair, replace and maintain a line of poles, with wires for the transmission of electric power suspended thereon, and all necessary and proper guys, anchorages, braces, crossarms, and other fixtures for use in connection therewith, and the right of ingress and egress for the purposes of inspection, repair, replacement and maintenance of said power line and its fixtures, over and across Pueblo Lots 1273, 1304, 1306, 1318 and 1319.

For a term of five (5) years, beginning on the 1st day of May, 1947, and ending on the 30th day of April, 1952, at the following rentals: One Thousand Eighty-three and no/100 Dollars (\$1083.00) per year, payable in advance at the office of the Lessor annually during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for stock grazing purposes only, and for no other purpose or purposes.

Second. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Common Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises.

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, the said lessee shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty (60) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.

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 agreement is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Ordinance No. 3412 (New Series) 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 F. A. RHODES
City Manager

GEORGE SAWDAY
Lessee

I HEREBY APPROVE the form and legality of the foregoing Agreement this 23rd day of June, 1947.

J. F. DuPAUL, City Attorney,
By B. L. COMPARET
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with George Sawday for portions of Pueblo Lots 1273, 1274, et al; being Document No. 374744.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Wilky Deputy

L E A S E

THIS AGREEMENT, made and entered into this 31st day of May, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the "City", and GEORGE SAWDAY, hereinafter called the "lessee", WITNESSETH:

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

Pueblo Lot 1329 of the Pueblo Lands of San Diego, according to the Map thereof by James Pascoe, a copy of which map is filed as Miscellaneous Map No. 35 in the office of the County Recorder of San Diego County, California, subject to any adverse claims of title caused by an overlap of Map of Sorrento Lands and Townsite upon a portion of said Pueblo Lot; subject to all easements, encumbrances and liens of every kind, nature and description whatsoever existing against or in respect to said property; being 93 acres of land, more or less;

For a term of five (5) years, beginning on the 23rd day of May, 1947, and ending on the 22nd day of May, 1952, at the following rentals: One Hundred Twenty-five and no/100 Dollars (\$125.00) per year payable in advance at the office of the Lessor annually during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

- First. That the above described premises are leased to said lessee for stock grazing and/or agricultural purposes only, and for no other purpose or purposes.
- Second. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Common Council of said City.
- Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.
- Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.
- Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City.
- Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.
- Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, the said lessee shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.
- Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty (60) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.
- Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.
- Tenth. 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.
- Eleventh. That the 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.

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 agreement is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Ordinance No. 3413 (New Series) 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 F. A. RHODES
City Manager

GEORGE SAWDAY
Lessee

I HEREBY APPROVE the form and legality of the foregoing Lease this 24th day of June, 1947.

J. F. DuPAUL, City Attorney,
By B. L. COMPARET
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with George Sawday for Portions of Pueblo Lot 1329; BEING Document No. 374745.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Wallig Deputy

Permit Agreement No. VA12b(RE)-45
VETERANS ADMINISTRATION
RELEASE

WHEREAS, on the 20th day of December, 1946, the City of San Diego, County of San Diego, State of California, acting by and through the City Manager, did let unto the San Diego Regional Office of the Veterans Administration certain premises situated in the City of San Diego, County of San Diego, more particularly described as being that building in Balboa Park known as "The California State Building", for a period not to exceed six months.

WHEREAS, the use of said premises is no longer required by the Veterans Administration and possession of said property having been re-delivered to the City at the close of business the 23rd day of May 1947.

Now, Therefore, Know All Men by These Presents, that the undersigned, for and in consideration of the sum of One Dollar and other valuable considerations, the receipt of which are hereby acknowledged, have remised, released, and forever discharged the Veterans Administration, its officers, agents, and employees, of and from all manner of actions, liability, and claims against the Veterans Administration, its officers, agents and employees which the undersigned ever had, now have, or ever will have upon, or by reason of any matter, cause, or thing whatsoever, particularly arising out of said occupancy by the Veterans Administration of the aforementioned property.

Witness:
RUSSELL W. RINK

THE CITY OF SAN DIEGO
By NEAL D. SMITH
Acting City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Release of Veterans Administration regarding Use of California State Building in Balboa Park; being Document No. 374578.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Wallig Deputy

BOND NO. 147782

KNOW ALL MEN BY THESE PRESENTS, That BAY SHORE MOTORS, a corporation, as Principal and THE TRAVELERS INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND NINETEEN and no/100 Dollars (\$1,019.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 12th day of June, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

- 1 - Ford 1-1/2 ton flat rack dump truck and
- 1 - Ford 1-1/2 ton chassis and cab,

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

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

ATTEST:
H. J. SIEGLE
Sec Treas

(SEAL)

BAY SHORE MOTORS
By P. E. FRAZIER - Vice Pres.
Principal.

THE TRAVELERS INDEMNITY COMPANY
Surety.

By W. C. PHILLIPS, Attorney-in-Fact

The premium charge for this bond is \$5.10.

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS.

On this 12th day of June, 1947, before me personally came W. C. Phillips to me known, who being by me duly sworn, did depose and say: that he is Attorney-in-Fact of The Travelers Indemnity Company, the Corporation described in and which executed the foregoing instrument; that he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority granted to him in accordance with the By-Laws of the said Corporation, and that he signed his name thereto by like authority.

(SEAL)

MARGUERITE STEVENS
Notary Public
My Commission expires June 2, 1951
Notary Public in and for the County of Los Angeles,
State of California

I hereby approve the form of the within Bond, this 23rd day of June, 1947.

J. F. DuPAUL
City Attorney.
By J. H. MCKINNEY
Deputy City Attorney.

I hereby approve the foregoing bond this 23rd day of June 1947.

F. A. RHODES
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 12th day of June, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and BAY SHORE MOTORS, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

- 1 - Ford 1-1/2 ton 158" W.B. chassis and cab equipped with a 6 cylinder 226 cubic inch 90 HP engine, heavy duty radiator and fan 750x20 vacuum brakes, 12 ton hydraulic jack; cab signal and R/H rear view mirror; equipped with one special stake body 8' wide, 12' long with 12" sides and 42" braced bulkhead all removable; 1-1/2" oak in floor and side boards, oak stakes, 1/8"x2-1/2" steel stripes over floor joints, 4" structural steel cross members, 10 gauge steel side and end sills; Hoist: Anthony powerful underbody ZB7 platform hoist designed and built for hoisting wooden platform bodies; and
- 1 - Ford 1-1/2 ton 158" W.B. chassis and cab equipped with a 6 cylinder 226 cubic inch 90 HP engine heavy duty radiator and fan 750 x 20 tires duals in rear; vacuum brakes, 12 ton hydraulic jack and cab signal R/H rear view mirror,

all in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 372032.

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

1 - Ford 1-1/2 ton flat rack dump truck with hoist	\$ 2,474.25
1 - Ford 1-1/2 ton chassis and cab	1,597.88
	<u>\$ 4,072.13</u>

Said prices include the California State Sales Tax.

Contractor agrees to deliver said equipment within forty-five days after receipt of purchase order.

If the manufacturer makes general increases to the trade in the price of the product, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by contractor to the City, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances, and allowing cancellation to be effected by the City if it elects so to do; Provided, however, that any increases to the City, allowed under above conditions, shall not exceed 10% of the prices quoted to the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to The City of San Diego.

Said City, in consideration of the furnishing and delivery of said equipment by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said equipment by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Four Thousand Seventy-two and 13/100 Dollars (\$4,072.13), inclusive of California State Sales Tax.

Said payment will be made in accordance with purchase order and delivery.

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

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

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

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. 85036 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.
By F. A. RHODES
City Manager.

BAY SHORE MOTORS
By P. E. FRAZIER - Vice-Pres.
Contractor.

(SEAL)
ATTEST:
H. J. SIEGLE
Sec-Treas

I hereby approve the form and legality of the foregoing contract this 23rd day of June, 1947.

J. F. DuPAUL
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 Bayshore Motors for a Dump Truck; being Document No. 374743.

FRED W. SICK
City Clerk of the City of San Diego, California
By *[Signature]* Deputy

A G R E E M E N T

THIS AGREEMENT, Made and entered into this 19th day of June, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called the "Owner", party of the first part; and E. L. FREELAND, structural engineer of the City of San Diego, State of California, party of the second part; WITNESSETH:

That the parties hereto do mutually agree that that certain contract, made and entered into on the 5th day of December, 1945, by and between the party of the first part and the party of the second part, be amended by adding Article V-1/2, the same to read as follows:

"Article V-1/2

"1. That the Structural Engineer shall be paid a fee of Six per cent (6%) of the final cost estimate as approved by the Owner and by the State. Provided however, that said fee shall not exceed the sum of Twenty-two Thousand, Two Hundred Sixty-two Dollars and Thirty-seven Cents (\$22,262.37), said sum being Six per cent (6%) of Three Hundred Seventy-one Thousand, Thirty-nine Dollars and Fifty Cents (\$371,039.50), as estimated by said Structural Engineer in May, 1946, and approved by the Owner.

"2. That the method of payment of said fee shall be as outlined in Article V of said Contract."

IN WITNESS WHEREOF, this Agreement is executed on behalf of The City of San Diego by its City Manager, pursuant to the authority so to do, contained in Resolution of the Council; and the party of the second part has hereunto subscribed his name the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Owner;
By F. A. RHODES City Manager.

E. L. FREELAND Structural Engineer.

I HEREBY APPROVE the form of the foregoing Agreement this 23rd day of June, 1947.

J. F. DuPAUL, 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 Services of E. L. Freeland; being Document No. 374753.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Wilkey Deputy

AGREEMENT FOR USE OF LOTS IN WONDERLAND BEACH FOR ROADWAY PURPOSES

This agreement made this 21 day of June, 1947, by and between the City of San Diego, its Contractors or Agents, hereinafter called City and Edward A. Kihneman, hereinafter called Owner.

For and in consideration of the payment of One (1) Dollar, the Owner grants to the City, its Agents or Contractors, the license, right and privilege to occupy and use for roadway purposes any part or all of the following described property:

Lot 17 in Block 104 of Wonderland Beach in the City and County of San Diego, State of California as shown on a map thereof No. 1814 filed in the office of the County Recorder December 9, 1924.

This agreement is made on the following terms and conditions:

- (1) That the land herein described is to be used by the City in connection with the construction of the South Jetty of the San Diego River Flood Channel;
- (2) That the City shall have the right to enter upon the above described land with all such men, materials, tools, appliances and equipment as may be found necessary or convenient for the work of jetty construction or for such other operations as may be incidental to the construction work on said jetty;
- (3) That the City shall have the right and privilege to make a fill for a roadway on the above described land as may be necessary or advisable for jetty construction purposes;
- (4) That the term of this agreement shall be for one (1) year.
- (5) That the City, its Contractors or Agents shall save the Owner harmless from any and all damages occasioned by the carrying on of the jetty construction work over the said land or by any fill made or construction work done on said lands;
- (5) That at the termination of this agreement the Owner is to be given peaceable possession and the premises returned in a neat condition. Within thirty days after the termination of this agreement or any prior termination by consent of both parties hereto, the City shall remove such fill as may be made on said premises above the elevation of West Point Loma Boulevard in front of said lot.

In Witness Whereof the parties hereto have execute@ this agreement in duplicate.

CITY OF SAN DIEGO
F. A. RHODES
City Manager

E. A. KIHNEMAN
Owner

I hereby approve the form and legality of the foregoing agreement this 19 day of June, 1947.

J. F. DuPAUL
City Attorney of The City of San Diego
By THOMAS J. FANNING
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Edward A. Kihneman for use of land in Wonderland Beach area for road purposes; being Document No. 374739.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Wilkey Deputy

AGREEMENT FOR USE OF LOTS IN WONDERLAND BEACH FOR ROADWAY PURPOSES

This agreement made this 21st day of June, 1947 by and between the City of San Diego, its Contractors or Agents, hereinafter called City and Hans F. Landt, hereinafter called Owner.

For and in consideration of the payment of One (1) Dollar, the Owner grants to the City, its Agents or Contractors, the license, right and privilege to occupy and use for roadway purposes any part or all of the following described property:

Lot 15 in Block 104 of Wonderland Beach in the City and County of San Diego, State of California as shown on a map thereof No. 1814 filed in the Office of the County Recorder December 9, 1924.

This agreement is made on the following terms and conditions:

- (1) That the land herein described is to be used by the City in connection with the construction of the South Jetty of the San Diego River Flood Channel;
- (2) That the City shall have the right to enter upon the above described land with all such men, materials, tools, appliances and equipment as may be found necessary or convenient for the work of jetty construction or for such other operations as may be incidental to the construction work on said jetty;
- (3) That the City shall have the right and privilege to make a fill for a roadway on the above described land as may be necessary or advisable for jetty construction purposes;
- (4) That the term of this agreement shall be for one (1) year;
- (5) That the City, its Contractors or Agents shall save the Owner harmless from any and all damages occasioned by the carrying on of the jetty construction work over the said land or by any fill made or construction work done on said lands;
- (6) That at the termination of this agreement the Owner is to be given peaceable possession and the premises returned in a neat condition. Within thirty days after the termination of this agreement or any prior termination by consent of both parties hereto, the City shall remove such fill as may be made on said premises above the elevation of West Point Loma Boulevard in front of said lot.

In Witness Whereof the parties hereto have executed this agreement in duplicate.

CITY OF SAN DIEGO
F. A. RHODES
City Manager

H. F. LANDT
Owner

I hereby approve the form and legality of the foregoing agreement this 19 day of June, 1947.

J. F. DuPAUL
City Attorney of The City of San Diego
By THOMAS J. FANNING
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Hans F. Landt for use of land in Wonderland Beach area for road purposes; being Document No. 374740.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helena M. Wilkey Deputy

AGREEMENT FOR USE OF LOTS IN WONDERLAND BEACH FOR ROADWAY PURPOSES

This agreement made this 20th day of June, 1947 by and between the City of San Diego, its Contractors or Agents, hereinafter called City and Don Roland, hereinafter called Owner.

For and in consideration of the payment of One (1) Dollar, the Owner grants to the City, its Agents or Contractors, the license, right and privilege to occupy and use for roadway purposes any part or all of the following described property being situate in Ocean Bay Beach in the City and County of San Diego, State of California as shown on a map thereof No. 1189.

Lots 35 and 35, Block 103, Ocean Bay Beach except that part lying below the Mean High Tide Line of Mission Bay.

Lot 37, Block 103, Ocean Bay Beach, except street opening and, except Mission Bay Bridge and, except that part lying below the Mean High Tide Line of Mission Bay.

This agreement is made on the following terms and conditions:

- (1) That the land herein described is to be used by the City in connection with the construction of the South Jetty of the San Diego River Flood Channel;
- (2) That the City shall have the right to enter upon the above described land with all such men, materials, tools, appliances and equipment as may be found necessary or convenient for the work of jetty construction or for such other operations as may be incidental to the construction work on said jetty;
- (3) That the City shall have the right and privilege to make a fill for a roadway on the above described land as may be necessary or advisable for jetty construction purposes;
- (4) That the term of this agreement shall be for one (1) year;
- (5) That the City, its Contractors or Agents shall save the Owner harmless from any and all damages occasioned by the carrying on of the jetty construction work over the said land or by any fill made or construction work done on said lands;
- (6) That at the termination of this agreement the Owner is to be given peaceable possession and the premises returned in a neat condition. Within thirty days after the termination of this agreement or any prior termination by consent of both parties hereto, the City shall remove such fill as may be made on said premises above the elevation of West Point Loma Boulevard in front of said lots.

In Witness Whereof the parties hereto have executed this agreement in duplicate.

CITY OF SAN DIEGO
F. A. RHODES
City Manager

D. R. ROLAND
Owner

I hereby approve the form and legality of the foregoing agreement this 19 day of June, 1947.

J. F. DuPAUL
City Attorney of the City of San Diego
By THOMAS J. FANNING
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Don Roland for Use of Land in Ocean Bay Beach for Roadway Purposes; being Document No. 374823.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helena M. Wilby Deputy

LEASE

THIS AGREEMENT, made and entered into this 18th day of June, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the "City", and ARTHUR C. WOODWARD, hereinafter called the "Lessee", WITNESSETH:

That the City, 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, does by these presents lease, demise and let unto the said lessee the following described property, situate in that portion of Lot 32 of Ex-Mission Rancho, according to the Partition Map of same on file in the office of the County Clerk in the case of Luca et al vs. The Commercial Bank et al., described as follows:

Beginning at the southwest corner of land conveyed to The City of San Diego by deed recorded in Book 373, page 475 of Deeds in the office of the Recorder of San Diego County, California; thence North 45° East along the southerly line of said land conveyed to The City of San Diego, 500 feet; thence North 45° West, 400 feet; thence South 45° West, 375.8 feet to an intersection with the westerly line of said Lot 32, from which point of intersection the northwest corner of said Lot 32 bears North 27° 45' West, 314.13 feet; thence South 27° 45' East along the said westerly line of said Lot 32, 418.84 feet to the point of beginning.

For a term of one (1) year, beginning on the 1st day of July, 1947, and ending on the 30th day of June, 1948, at the following rentals: Six Hundred Dollars (\$600.00) per year payable in advance at the office of the Lessor during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for removal of sand and gravel therefrom, and for no other purposes or purposes.

Second. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Common Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City.

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, the said lessee shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving (60) days notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for his account.

Tenth. The lessee agrees to remove said sand and gravel without unreasonable interference with the stock grazing and agricultural rights of Pete Ferrari, or successive lessee of stock-grazing and/or agricultural rights on said premises.

Eleventh. It is understood and agreed that the lessee hereunder will not permit sand or gravel pits to remain in such a state or condition as to become breeding pools for mosquitoes, or dangerous for children playing in the locality.

Twelfth. Before the termination of this lease, lessee agrees to fill all excavations to within two feet of the original surface level so as not to leave any dangerous water holes.

Thirteenth. In addition to the rental hereto mentioned, lessee agrees that if he removes more than 5,000 cu. yds. sand and gravel during any year of said lease, he will pay to the City the sum of ten cents (10¢) per cu. yd. for all sand and gravel removed in excess of the said 5,000 cu. yds. Lessee agrees to furnish the lessor, at the end of each year, a sworn statement of the amount of sand excavated during the preceding year.

Fourteenth. At the expiration of this lease, if the lessee has performed his lease and has in all respects been satisfactory to the lessor, then The City of San Diego agrees that it will give lessee a renewal of said lease if desired, for a further period of one year, the rental for such period as stated above.

Fifteenth. Upon the termination of this lease the lessee shall have the right to remove any and all improvements placed or erected by them upon the demised premises.

Sixteenth. It is understood and agreed that the lessee will save the City harmless from any and all damages or claims arising out of any act or conduct on behalf of the lessee with reference to the rights and privileges herein leased.

Seventeenth. 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 default, including a reasonable attorney's fee. 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. 86316 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 F. A. RHODES
City Manager

WOODWARD BROS
Lessee
A. C. WOODWARD
ARTHUR C. WOODWARD

I HEREBY APPROVE the form and legality of the foregoing Lease this 24th day of June, 1947.

J. F. DuPAUL, City Attorney,
By B. L. COMPARET
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Arthur C. Woodward for Removal of Sand & Gravel; being Document No. 374801.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helena M. Millig Deputy

KNOW ALL MEN BY THESE PRESENTS, That WATER WORKS SUPPLY 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 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 NINE HUNDRED FORTY-FOUR and no/100 Dollars (\$1,944.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 13th day of June, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish and deliver:

- 19 - 3/4" Fairbanks Fig. 0417, screwed gates, with hand wheels
- 8 - 1" " " " " " " " " "
- 6 - 1-1/2" " " " " " " " " "
- 9 - 2" " " " " " " " " "
- 134 - 3" " " " " " " " " "
- 2 - 18" Chapman Model #23, aluminum disc, flanged check valves
- 1 - 4" " " " " " " " " "
- 1 - 6" Snow ideal alfalfa valve
- 4 - 8" " " " " " " " " "
- 9 - 24" " " " " " " " " "
- 15 - 36" " "Sequoia" alfalfa valves
- 2 - 14" Commercial Fig. 106 flanged butterfly valves
- 2 - 20" " " " " " " " " "

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

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

(SEAL)
ATTEST:
N. A. COWAN
SECRETARY

WATER WORKS SUPPLY COMPANY
By C. B. ABBOTT President
Principal.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety.
By GUERTIN CARROLL
Attorney-in-Fact
Attest G. KEHLENBECK
Attesting Agent

(SEAL)
STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO } ss:

On this _____ day of _____ A.D., 19____ before me, PETER TAMONY, a Notary Public in and for the City and County of San Francisco, residing therein, duly commissioned and sworn, personally appeared GUERTIN CARROLL, Attorney-in-Fact, and G. KEHLENBECK, Agent, of the Fidelity and Deposit Company of Maryland, a corporation, known to me to be the persons who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same, and also known to me to be the persons whose names are subscribed to the within instrument as the Attorney-in-Fact and Agent respectively of said corporation, and they, and each of them, acknowledged to me that they subscribed the name of said Fidelity and Deposit Company of Maryland thereto as principal and their own names as Attorney-in-Fact and Agent respectively.

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

(SEAL)
PETER TAMONY
Notary Public in and for the City and County of San Francisco, State of California.
My Commission Expires Nov. 20, 1947

I hereby approve the form of the within Bond, this 20th day of June, 1947.

J. F. DuPAUL
City Attorney.
By J. H. McKINNEY
Deputy City Attorney.

I hereby approve the foregoing bond this 27th day of June 1947.

F. A. RHODES
City Manager.

GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, That WATER WORKS SUPPLY 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 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 NINE HUNDRED FORTY-FOUR and no/100 Dollars (\$1,944.00) (not less than 25% of the contract price), lawful money of the United States of America, for the payment of which, well and truly to be made, we, and each of us, do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal has entered into the annexed contract to furnish and deliver to The City of San Diego certain cast iron valves, fittings, etc., all as more particularly specified in said contract; and whereas, said Principal does hereby guarantee that the materials and workmanship used in the manufacture of the material and equipment specified in said contract shall conform in all respects to the requirements of the Specifications attached to said contract, and shall be satisfactory to the City Engineer of said City of San Diego in all respects for the services for which said materials and equipment are to be installed, for a period of one year after installation.

THE CONDITION OF THIS BOND IS SUCH that, if each and all of said materials and equipment furnished by the Principal under the said contract does conform to the requirements of said Specifications in all respects and is satisfactory to the City Engineer of said City of San Diego; or if the Principal, upon demand by The City of San Diego, shall promptly replace, at his own expense, any and all of said materials and/or equipment which, upon testing, shall develop any defects, or which shall be found not to conform in all respects to the requirements of said Specifications, or which shall not operate to the satisfaction of the City Engineer, for said period of one year after installation, then this obligation shall become void; otherwise, to remain in full force and effect.

IN WITNESS WHEREOF, we have executed this agreement, this 13th day of June, 1947.

(SEAL)
ATTEST:
N. A. COWAN
Secretary

WATER WORKS SUPPLY COMPANY
Principal
By C. B. ABBOTT
President

(SEAL)
ATTEST:
G. KEHLENBECK
Attesting Agent

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety
By GUERTIN CARROLL
Attorney In Fact

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO } ss:

On this 13th day of June, A.D. 1947 before me, PETER TAMONY, a Notary Public in and for the City and County of San Francisco, residing therein, duly commissioned and sworn, personally appeared GUERTIN CARROLL, Attorney-in-Fact, and G. KEHLENBECK, Agent, of the Fidelity and Deposit Company of Maryland, a corporation, known to me to be the persons who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same and also known to me to be the persons whose names are subscribed to the within instrument as the Attorney-in-Fact and Agent respectively of said corporation, and they, and each of them, acknowledged to me that they subscribed the name of said Fidelity and Deposit Company of Maryland thereto as principal and their own names as Attorney-in-Fact and Agent respectively.

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

(SEAL)

PETER TAMONY
Notary Public in and for the City and County of San Francisco, State of California.
My Commission Expires Nov. 20, 1947

I HEREBY APPROVE the form of the foregoing Bond, this 20th day of June, 1947.

J. F. DuPAUL, City Attorney
By J. H. MCKINNEY
Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 27th day of June, 1947.

F. A. RHODES
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 June, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and WATER WORKS SUPPLY COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

19	-	3/4"	Fairbanks Fig. 0417,	screwed gate valves,	with hand wheels
8	-	1"	"	"	"
6	-	1-1/2"	"	"	"
9	-	2"	"	"	"
134	-	3"	"	"	"
2	-	18"	Chapman Model #23,	aluminum disc,	flanged check valves
1	-	4"	"	"	"

1 - 5" Snow ideal alfalfa valve
 4 - 8" " " " "
 9 - 24" " " " "
 16 - 36" " "Sequoia" alfalfa valves
 2 - 14" Commercial Fig. 105 flanged butterfly valves
 2 - 20" " " " " " "

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

19 - 3/4"	Fairbanks Fig. 0417 screwed gate valves	@ \$2.70 ea	\$ 51.30
8 - 1"	" " " " " "	@ \$3.00 "	24.00
6 - 1-1/2"	" " " " " "	@ \$4.20 "	25.20
9 - 2"	" " " " " "	@ \$6.00 "	54.00
134 - 3"	" " " " " "	@ \$12.60 "	\$1,688.40
2 - 18"	Chapman Model #23 flanged check valves	@ \$590.00 "	1,180.00
1 - 4"	" " " " " "	@ \$55.00 "	55.00
1 - 6"	Snow ideal alfalfa valve	@ \$ 6.55	6.55
4 - 8"	" " " " " "	@ \$ 7.25 ea	29.00
9 - 24"	" " " " " "	@ \$49.50 "	445.50
16 - 36"	" "Sequoia" alfalfa valves	@ \$210.00 "	3,360.00
2 - 14"	Commercial Fig. 105 flanged butterfly valves	@ \$168.00 "	336.00
2 - 20"	ditto	@ \$264.00 "	528.00
			<u>\$ 7,782.95</u>

Said prices do not include the California State Sales Tax.

Said contract prices for valves are subject to adjustment for changes in labor or material costs, such adjustment to be determined in accordance with the following method:

A. Labor:

1. For the purpose of adjustment, the proportion of the contract price representing Labor is accepted as 35 per cent.
2. The above amount accepted as representing Labor will be adjusted for increases in labor costs, such adjustment to be based on the index of hourly earnings of the "Machinery & Machine Shop Products" manufacturing industry, compiled monthly by the U. S. Department of Labor, Bureau of Labor Statistics. The average of the monthly Labor index figures for the period from the date of receipt of the Contractor's Proposal (hereinafter referred to as the Base Month), to and including the month specified in the Contract for final shipment will be computed and the percentage increase, if any, will be secured by a comparison of such average monthly Labor index figure with the Labor index figure for the Base Month. The adjustment for increases in Labor will be obtained by applying such percentage of increase, if any, to the amount of the contract price representing Labor, as indicated above, and the result will be accepted as an increase in the contract price.
3. If the average monthly Labor index figure computed as provided in paragraph 2 above is less than the Labor index figure for the Base Month, the percentage decrease of such average monthly Labor index figure from such Base Month figure will be computed. The adjustment for decrease in Labor will be obtained by applying such percentage of decrease to the amount of the contract price representing Labor, as indicated above, and the result will be accepted as a decrease in the contract price.

B. Material:

1. For the purpose of adjustment, the proportion of the contract price representing Material is accepted as 30 per cent.
2. The above amount accepted as representing Material will be adjusted for increases in material costs, such adjustment to be based on the index of wholesale prices for "Group VI Metals and Metal Products", compiled monthly by the U. S. Department of Labor. The average of the monthly Material index figures for the period from the Base Month to and including the month specified in the contract for final shipment will be computed and the percentage increase, if any, will be secured by a comparison of such average monthly Material index figure with the Material index figure for the Base Month. The adjustment for increases in Material will be obtained by applying such percentage of increase, if any, to the amount of the contract price representing Material, as indicated above, and the result will be accepted as an increase in the contract price.
3. If the average monthly Material index figure computed as provided in paragraph 2 above is less than the Material index figure for the Base Month, the percentage decrease of such average monthly Material index figure from such Base Month will be computed. The adjustment for decrease in Material will be obtained by applying such percentage of decrease to the amount of the contract price representing Material, as indicated above, and the result will be accepted as a decrease in the contract price.

C. General:

1. The adjustment to which the contract price is subject will be determined as provided for above, except --
 - a. If shipment under this contract is extended more than three months from the contract date as a result of causes beyond the reasonable control of the Contractor or because of fire, strike, civil or military authority, the adjustment in contract price for changes in labor and material costs may at the option of the Contractor be based on the period from date of receipt of contractor's quotation to the date when complete shipment is made.
 - b. If the contract is modified, resulting in a change in contract price or contract date of shipment, the adjustment will be modified accordingly.
2. In determining the adjustment in contract price, the percentage of increase or decrease in labor and material costs will be calculated to the nearest 1/10th of 1 per cent.
3. If for any reason the statistics compiled by the U. S. Department of Labor, and referred to above, are not available for use in connection with adjustment in the contract price, adjustment will then be made by means of similar indices. In such event, the selection of substitute indices will be made by mutual agreement

of the parties to this contract.

D. Maximum Price Adjustment:

The total price shall not be increased nor decreased under the foregoing price adjustment clause by more than fifteen per cent of the original bid price.

As now situated, contractor guarantees to start delivery upon receipt of purchase order and complete same within 180 days thereafter, subject to delays beyond contractor's control. Delivery is f.o.b. cars or trucks jobsite, Municipal Sewer Treatment Plant, Harbor Boulevard and 32nd Street, San Diego, California. Terms are net cash - 30 days.

Said City, in consideration of the furnishing and delivery of said valves by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said valves by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Seven Thousand Seven Hundred Eighty-two and 95/100 Dollars (\$7,782.95), exclusive of the California State Sales Tax which will be paid by the City. Payment for said valves will be made in accordance with purchase order and delivery.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 85176 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.
By F. A. RHODES
City Manager.

WATER WORKS SUPPLY COMPANY
By C. B. ABBOTT President
Contractor.

(SEAL)
ATTEST:
N. A. COWAN
Secretary

I hereby approve the form and legality of the foregoing contract this 20 day of June, 1947.

J. F. DuPAUL
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 Water Works Supply Company for Valves; being Document No. 374893.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Utillig Deputy

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION 253/81.0
WASHINGTON 25 Radio Monitor Unit
San Diego
C6ca-2567

Automatic Radio Range
Monitor Unit
Location _____
Airway San-Diego
San-Diego-Los Angeles

LICENSE

1. For and in consideration of \$20.00 for the initial period and \$1.00 per annum thereafter the undersigned hereinafter referred to as the licensor, hereby grants to the United States of America the license, right, and privilege to erect and maintain an Automatic Radio Range Monitor Unit, together with the necessary appurtenances thereto and equipment used in connection therewith, upon the lands of the licensor in the County of San Diego in the State of California, more particularly described as follows:

Within 100 feet of a 2"x2" wood stake distant 2104.3 feet N25° 13'W from a round Concrete Monument at the North corner of Pueblo Lot No. 262, City of San Diego, San Diego County, California, and 108.4 feet from a 3"x3" stake on the centerline of Naples Street of the Electric Line Add., City of San Diego. Together with a Right-Of-Way for Ingress and Egress from Highway U.S. 101 via a 12 foot gate located N85° 53'E 468 feet from said stake and a Right-Of-Way for installing and maintaining subsurface power and control lines, said lines to run S53° 37'E 760 feet, more or less, from said stake to the westerly Highway Right-Of-Way and shall be buried not less than 3 feet below ground.

2. Together with the right of ingress and egress over the said lands and adjoining lands of the licensor, necessary or convenient for the erection, maintenance, and operation of the said Automatic Radio Range Monitor Unit and necessary appurtenances thereto and equipment used in connection therewith; and a right-of-way for a power line and control line, overhead and/or underground, over and across the said lands and adjoining lands of the licensor, said right of ingress and egress and said right-of-way, unless hereinbefore described by

metes and bounds, to be by the most convenient routes.

3. The right of ingress and egress and the right-of-way herein granted shall inure to the benefit of the licensee and its duly authorized agents, representatives, contractors and employees.

4. This license shall become effective August 9, 1946 and shall remain in force until June 30, 1947 and may, at the option of the Government, be renewed from year to year at a rental of ONE AND NO/100 (\$1.00) DOLLARS per annum, provided notice be given in writing to the licensor at least thirty (30) days before this license or any renewal thereof would otherwise expire: Provided Further, That no renewal thereof shall extend the period of occupancy of the premises beyond the 30th day of June 1954.

5. All structures, improvements, or other property placed upon the said premises by the United States shall remain its property and may be removed by it upon the expiration or termination of this license or within 90 days thereafter.

6. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this license or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the license be for the general benefit of such corporation or company.

7. The City of San Diego reserves the right to fill in the area in which the Radio Range Monitor stands with silt which will be dredged out of the bay, and also the right to lease the land for grazing and other uses which would not interfere with the operation of the Radio Range Monitor Unit, providing notice is given in writing to the Regional Administrator, Civil Aeronautics Administration, 5651 West Manchester Avenue, Los Angeles 45, California, prior to exercising such right, with a copy of such notice to the Chief Aircraft Communicator, Civil Aeronautics Administration, Airway Communications Station, San Diego, California.

Dated this 22nd day of May, 1947.

As the holder of a mortgage dated _____ against the above-described premises, the undersigned hereby consents to the foregoing license and agrees that if, while the license is in force the mortgage is foreclosed, the foreclosure shall not void the license.

Mortgagee

(If licensor is a corporation, the following certificate shall be executed by the secretary or assistant secretary)

I, FRED W. SICK, certify that I am the CITY CLERK of the Municipal Corporation named as licensor in this license; that F. A. RHODES, who signed said license on behalf of the licensor, was then CITY MANAGER of said corporation, that said license was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

FRED W. SICK

(SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of License to Civil Aeronautics Administration, Department of Commerce covering Radio Monitor Unit on Pueblo Lot 262; being Document No. 374645.

FRED W. SICK

City Clerk of the City of San Diego, California
By _____ Deputy

AGREEMENT

THIS AGREEMENT, made and entered into this first day of July 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager thereof, herein after referred to as the "City", party of the first part; and Security Trust and Savings Bank - Mission Bay Branch, party of the second part;

WITNESSETH:

THAT WHEREAS, it is necessary in the interest of public convenience that the City make arrangements for the payment of monthly water bills at various locations throughout the city, rather than to require payment of such bills at the office of the City Treasurer in the Civic Center Administration Building; and

WHEREAS, Security Trust and Savings Bank - Mission Bay Branch owns and operates Trust & Savings Bank at 875 Garnet St., Pacific Beach District of the City of San Diego, the location of said business being suitable for the collection of water bills, and said Security Trust & Savings Bank - Mission Bay Branch is willing to act as a collector for the City in collecting water bills upon the terms and conditions hereinafter set forth; NOW, THEREFORE,

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

The City does hereby contract with Security Trust & Savings Bank - Mission Bay Branch, an independent contractor, to collect and receive payment of City water bills on behalf of the City and to issue receipts for such payments thereof.

The party of the second part agrees faithfully to perform the duties of collecting payments on said water bills and to account for all money collected to the Treasurer of the City, turning all money so collected over to said City Treasurer at such times and in such manner as he may direct.

In consideration of the performance of said service, the City agrees to pay said party of the second part a sum equal to one per cent (1%) of the total amount of such collections made by said party of the second part, during the preceding month.

It is further understood and agreed that this contract may be terminated by either the City or the party of the second part upon thirty (30) days written notice, and that the same shall continue until so terminated.

IN WITNESS WHEREOF, this contract is executed by the City, acting by and through the City Manager of said City, pursuant to and under Resolution No. 86377 of the Council authorizing

such execution, and the party of the second part has caused this instrument to be executed, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By F. A. RHODES
City Manager

SECURITY TRUST & SAVINGS BANK OF
SAN DIEGO
DON C. DICKINSON Vice President
Party of Second Part

I HEREBY APPROVE the form of the foregoing Agreement this 27th day of June, 1947.

J. F. DuPAUL, 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 Agreement with Security Trust & Savings Bank - Mission Bay Branch to collect water bills for the City of San Diego; being Document No. 374965.

FRED W. SICK
City Clerk of the City of San Diego, California
By Selen M. Wilby Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into this first day of July 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager thereof, hereinafter referred to as the "City", party of the first part; and Leo Volz, party of the second part;

WITNESSETH:

THAT WHEREAS, it is necessary in the interest of public convenience that the City make arrangements for the payment of monthly water bills at various locations throughout the city, rather than to require payment of such bills at the office of the City Treasurer in the Civic Center Administration Building; and

WHEREAS, Leo Volz owns and operates Point Loma Pharmacy at 1139 Rosecrans Point Loma District of the City of San Diego, the location of said business being suitable for the collection of water bills, and said Leo Volz is willing to act as a collector for the City in collecting water bills upon the terms and conditions hereinafter set forth; NOW, THEREFORE,

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

The City does hereby contract with Leo Volz, an independent contractor, to collect and receive payment of City water bills on behalf of the City and to issue receipts for such payments thereof.

The party of the second part agrees faithfully to perform the duties of collecting payments on said water bills and to account for all money collected to the Treasurer of the City, turning all money so collected over to said City Treasurer at such times and in such manner as he may direct.

In consideration of the performance of said service, the City agrees to pay said party of the second part a sum equal to one per cent (1%) of the total amount of such collections made by said party of the second part, during the preceding month.

It is further understood and agreed that this contract may be terminated by either the City or the party of the second part upon thirty (30) days written notice, and that the same shall continue until so terminated.

IN WITNESS WHEREOF, this contract is executed by the City, acting by and through the City Manager of said City, pursuant to and under Resolution No. 86377 of the Council authorizing such execution, and the party of the second part has caused this instrument to be executed, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By F. A. RHODES
City Manager

LEO VOLZ
Party of Second Part

I HEREBY APPROVE the form of the foregoing Agreement this 27th day of June 1947.

J. F. DuPAUL, 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 Agreement with Leo Volz to collect water bills for the City of San Diego; being Document No. 374965.

FRED W. SICK
City Clerk of the City of San Diego, California
By Selen M. Wilby Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into this first day of July 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager thereof, hereinafter referred to as the "City", party of the first part; and J. W. and L. K. Sawyer, party of the second part;

WITNESSETH:

THAT WHEREAS, it is necessary in the interest of public convenience that the City make arrangements for the payment of monthly water bills at various locations throughout the city, rather than to require payment of such bills at the office of the City Treasurer in the Civic Center Administration Building; and

WHEREAS, J. W. and L. K. Sawyer own and operate Sawyer's at 3465 Ingraham Street, Crown Point District of the City of San Diego, the location of said business being suitable for the collection of water bills, and said J. W. and L. K. Sawyer are willing to act as collectors for the City in collecting water bills upon the terms and conditions hereinafter set forth; NOW, THEREFORE,

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

The City does hereby contract with J. W. and L. K. Sawyer independent contractors, to collect and receive payment of City water bills on behalf of the City and to issue receipts for such payments thereof.

The party of the second part agrees faithfully to perform the duties of collecting payments on said water bills and to account for all money collected to the Treasurer of the City, turning all money so collected over to said City Treasurer at such times and in such manner as he may direct.

In consideration of the performance of said service, the City agrees to pay said party of the second part a sum equal to one per cent (1%) of the total amount of such collections made by said party of the second part, during the preceding month.

It is further understood and agreed that this contract may be terminated by either the City or the party of the second part upon thirty (30) days written notice, and that the same shall continue until so terminated.

IN WITNESS WHEREOF, this contract is executed by the City, acting by and through the City Manager of said City, pursuant to and under Resolution No. 85377 of the Council authorizing such execution, and the party of the second part has caused this instrument to be executed, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By F. A. RHODES
City Manager

LEONARD K. SAWYER
JASON W. SAWYER
Party of Second Part

I HEREBY APPROVE the form of the foregoing Agreement this 27th day of June, 1947.

J. F. DuPAUL, 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 Agreement with J. W. & L. K. SAWYER to collect water bills for the City; being Document No. 374967.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helena M. Wilkins Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into this first day of July 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager thereof, hereinafter referred to as the "City", party of the first part; and Anna E. Freeman, party of the second part;

WITNESSETH:

THAT WHEREAS, it is necessary in the interest of public convenience that the City make arrangements for the payment of monthly water bills at various locations throughout the city, rather than to require payment of such bills at the office of the City Treasurer in the Civic Center Administration Building; and

WHEREAS, Anna E. Freeman owns and operates a Collection Agency at 6357-1/2 Imperial Ave., Encanto District of the City of San Diego, the location of said business being suitable for the collection of water bills, and said Anna E. Freeman is willing to act as a collector for the City in collecting water bills upon the terms and conditions hereinafter set forth; NOW, THEREFORE,

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

The City does hereby contract with Anna E. Freeman, an independent contractor, to collect and receive payment of City water bills on behalf of the City and to issue receipts for such payments thereof.

The party of the second part agrees faithfully to perform the duties of collecting payments on said water bills and to account for all money collected to the Treasurer of the City, turning all money so collected over to said City Treasurer at such times and in such manner as he may direct.

In consideration of the performance of said service, the City agrees to pay said party of the second part a sum equal to one per cent (1%) of the total amount of such collections made by said party of the second part, during the preceding month.

It is further understood and agreed that this contract may be terminated by either the City or the party of the second part upon thirty (30) days written notice, and that the same shall continue until so terminated.

IN WITNESS WHEREOF, this contract is executed by the City, acting by and through the City Manager of said City, pursuant to and under Resolution No. 85377 of the Council authorizing such execution, and the party of the second part has caused this instrument to be executed, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By F. A. RHODES
City Manager

ANNA E. FREEMAN
Party of Second Part

I HEREBY APPROVE the form of the foregoing Agreement this 27th day of June 1947.

J. F. DuPAUL, 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 Agreement with Anna E. Freeman to collect water bills for the City of San Diego; being Document No. 374968.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Wilby Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into this first day of July 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager thereof, hereinafter referred to as the "City", party of the first part; and Maude Wiltse, party of the second part;

WITNESSETH:

THAT WHEREAS, it is necessary in the interest of public convenience that the City make arrangements for the payment of monthly water bills at various locations throughout the city, rather than to require payment of such bills at the office of the City Treasurer in the Civic Center Administration Building; and

WHEREAS, Maude Wiltse owns and operates a Collection Agency at 3717 Mission Blvd., Mission Beach District of the City of San Diego, the location of said business being suitable for the collection of water bills, and said Maude Wiltse is willing to act as a collector for the City in collecting water bills upon the terms and conditions hereinafter set forth; NOW, THEREFORE,

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

The City does hereby contract with Maude Wiltse, an independent contractor, to collect and receive payment of City water bills on behalf of the City and to issue receipts for such payments thereof.

The party of the second part agrees faithfully to perform the duties of collecting payments on said water bills and to account for all money collected to the Treasurer of the City, turning all money so collected over to said City Treasurer at such times and in such manner as he may direct.

In consideration of the performance of said service, the City agrees to pay said party of the second part a sum equal to one per cent (1%) of the total amount of such collections made by said party of the second part, during the preceding month.

It is further understood and agreed that this contract may be terminated by either the City or the party of the second part upon thirty (30) days written notice, and that the same shall continue until so terminated.

IN WITNESS WHEREOF, this contract is executed by the City, acting by and through the City Manager of said City, pursuant to and under Resolution No. 86377 of the Council authorizing such execution, and the party of the second part has caused this instrument to be executed, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By F. A. RHODES
City Manager

MAUDE WILTSE
Party of Second Part

I HEREBY APPROVE the form of the foregoing Agreement this 27th day of June 1947.

J. F. DuPAUL, 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 Agreement with Maude Wiltse to collect water bills for the City of San Diego; being Document No. 374969.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Wilby Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into this first day of July 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager thereof, hereinafter referred to as the "City", party of the first part; and Lydia J. Eno, party of the second part;

WITNESSETH:

THAT WHEREAS, it is necessary in the interest of public convenience that the City make arrangements for the payment of monthly water bills at various locations throughout the city, rather than to require payment of such bills at the office of the City Treasurer in the Civic Center Administration Building; and

WHEREAS, Lydia J. Eno owns and operates a Collection Agency at 1905 Garnet Street, Pacific Beach District of the City of San Diego, the location of said business being suitable for the collection of water bills, and said Lydia J. Eno is willing to act as a collector for the City in collecting water bills upon the terms and conditions hereinafter set forth; NOW, THEREFORE,

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

The City does hereby contract with Lydia J. Eno, an independent contractor, to collect and receive payment of City water bills on behalf of the City and to issue receipts for such payments thereof.

The party of the second part agrees faithfully to perform the duties of collecting payments on said water bills and to account for all money collected to the Treasurer of the City, turning all money so collected over to said City Treasurer at such times and in such manner as he may direct.

In consideration of the performance of said service, the City agrees to pay said party of the second part a sum equal to one per cent (1%) of the total amount of such collections made by said party of the second part, during the preceding month.

It is further understood and agreed that this contract may be terminated by either the City or the party of the second part upon thirty (30) days written notice, and that the same shall continue until so terminated.

IN WITNESS WHEREOF, this contract is executed by the City, acting by and through the City Manager of said City, pursuant to and under Resolution No. 86377 of the Council authorizing such execution, and the party of the second part has caused this instrument to be executed, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By F. A. RHODES
City Manager

LYDIA J. ENO
Party of Second Part

I HEREBY APPROVE the form of the foregoing Agreement this 12th day of June 1947.

J. F. DuPAUL, 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 Agreement with Lydia J. Eno to collect water bills for the City of San Diego; being Document No. 374970.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Wilby Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into this first day of July 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager thereof, herein-after referred to as the "City", party of the first part; and Lesta Brenneman, party of the second part;

WITNESSETH:

THAT WHEREAS, it is necessary in the interest of public convenience that the City make arrangements for the payment of monthly water bills at various locations throughout the city, rather than to require payment of such bills at the office of the City Treasurer in the Civic Center Administration Building; and

WHEREAS, Lesta Brenneman owns and operates a Collection Agency at 1844 Bacon St., Ocean Beach District of the City of San Diego, the location of said business being suitable for the collection of water bills, and said Lesta Brenneman is willing to act as a collector for the City in collecting water bills upon the terms and conditions hereinafter set forth; NOW, THEREFORE,

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

The City does hereby contract with Lesta Brenneman, an independent contractor, to collect and receive payment of City water bills on behalf of the City and to issue receipts for such payments thereof.

The party of the second part agrees faithfully to perform the duties of collecting payments on said water bills and to account for all money collected to the Treasurer of the City, turning all money so collected over to said City Treasurer at such times and in such manner as he may direct.

In consideration of the performance of said service, the City agrees to pay said party of the second part a sum equal to one per cent (1%) of the total amount of such collections made by said party of the second part, during the preceding month.

It is further understood and agreed that this contract may be terminated by either the City or the party of the second part upon thirty (30) days written notice, and that the same shall continue until so terminated.

IN WITNESS WHEREOF, this contract is executed by the City, acting by and through the City Manager of said City, pursuant to and under Resolution No. 86377 of the Council authorizing such execution, and the party of the second part has caused this instrument to be executed, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By F. A. RHODES
City Manager

LESTA BRENNEMAN
Party of Second Part

I HEREBY APPROVE the form of the foregoing Agreement this 27th day of June 1947.

J. F. DuPAUL, 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 Agreement with Lesta Brenneman to collect water bills for the City of San Diego; being Document No. 374971.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Wilby Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into this first day of July 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager thereof, herein-after referred to as the "City", party of the first part; and Frank Kimball, party of the second part;

WITNESSETH:

THAT WHEREAS, it is necessary in the interest of public convenience that the City make arrangements for the payment of monthly water bills at various locations throughout the city,

rather than to require payment of such bills at the office of the City Treasurer in the Civic Center Administration Building; and

WHEREAS, Frank Kimball owns and operates a Collection Agency at 3328 Adams Avenue, Normal Heights District of the City of San Diego, the location of said business being suitable for the collection of water bills, and said Frank Kimball is willing to act as a collector for the City in collecting water bills upon the terms and conditions hereinafter set forth; NOW, THEREFORE,

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

The City does hereby contract with Frank Kimball, an independent contractor, to collect and receive payment of City water bills on behalf of the City and to issue receipts for such payments thereof.

The party of the second part agrees faithfully to perform the duties of collecting payments on said water bills and to account for all money collected to the Treasurer of the City, turning all money so collected over to said City Treasurer at such times and in such manner as he may direct.

In consideration of the performance of said service, the City agrees to pay said party of the second part a sum equal to one per cent (1%) of the total amount of such collections made by said party of the second part, during the preceding month.

It is further understood and agreed that this contract may be terminated by either the City or the party of the second part upon thirty (30) days written notice, and that the same shall continue until so terminated.

IN WITNESS WHEREOF, this contract is executed by the City, acting by and through the City Manager of said City, pursuant to and under Resolution No. 86377 of the Council authorizing such execution, and the party of the second part has caused this instrument to be executed, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By F. A. RHODES
City Manager

FRANK KIMBALL
Party of Second Part

I HEREBY APPROVE the form of the foregoing Agreement this 27th day of June 1947.

J. F. DuPAUL, 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 Agreement with Frank Kimball to collect water bills for the City of San Diego; being Document No. 374972.

FRED W. SICK
City Clerk of the City of San Diego, California
By Selen M. Willy Deputy

LE A S E

WHEREAS, by a written lease (being Document No. 354078 in the office of the City Clerk) made the 27th day of July, 1946, pursuant to Ordinance No. 3209 (New Series), The City of San Diego leased to the Associated Glider Clubs of Southern California, a non-profit corporation, a certain portion of Pueblo Lot No. 1324 of the Pueblo Lands of The City of San Diego; and

WHEREAS, said Lessee desires to lease from The City of San Diego those certain Quonset Hut type metal structures numbered 2831, 2832, 2833, 2834 and 2835, located adjacent to the southerly side of said leased portion of Pueblo Lot No. 1324, together with a right-of-way between said leased land and said buildings; NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I.

That The City of San Diego does hereby lease to the ASSOCIATED GLIDER CLUBS OF SOUTHERN CALIFORNIA, a non-profit corporation organized and existing under and by virtue of the laws of the State of California, the five metal structures, of Quonset Hut type, numbered 2831, 2832, 2833, 2834 and 2835, respectively, according to Map of S-3 Section of Camp Callan and adjoining areas as made by U. S. Engineers and filed in the Office of the City Manager of The City of San Diego, together with a right-of-way between all of said buildings and said previously leased portion of Pueblo Lot No. 1324, said right-of-way to be over the existing roads connecting said buildings, so far as is practicable.

II.

The term of this lease is one year, beginning on the 1st day of July, 1947 and ending on the 30th day of June, 1948.

III.

The rental due under this lease is the sum of \$150.00 for the term of one year, payable \$75.00 upon execution of this lease and \$75.00 on the first day of December, 1947.

IV.

The City of San Diego may terminate this lease at any time, by giving at least sixty days' notice of said termination, and tendering to the Lessee the unearned portion, if any, of any rentals paid in advance by the Lessee.

V.

The Lessee shall not commit or suffer to be committed any waste upon the premises hereby leased, nor permit them to be so used or to become in such condition as to be a nuisance; and upon the termination of this lease, the Lessee will surrender said buildings in as good condition as they are in at the time of execution of this lease, wear and tear and damage by fire, the elements or Act of God excepted.

VI.

This lease may not be assigned or transferred, nor may the Lessee sub-let the premises, without permission of The City of San Diego, evidenced by Resolution of the City Council.

VII.

The Lessee will save The City of San Diego, its officers and employees harmless by reason of any claim for damages on the part of any third party arising in any way out of the use of the leased premises by the Lessee or by any person using said premises with the consent of the Lessee.

VIII.

The Lessor, by its officers and employees, may at reasonable times enter the leased

premises for the purpose of inspection of the same.

IN WITNESS WHEREOF, this lease 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. 86313 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, this 27th day of June, 1947.

THE CITY OF SAN DIEGO,
By F. A. RHODES
City Manager

ASSOCIATED GLIDER CLUBS OF SOUTHERN CALIFORNIA,
By GEORGE C. UNDERHILL
Secretary

ATTEST:

JAMES M. FITZHUGH

I HEREBY APPROVE the form and legality of the foregoing Lease this 1st day of July, 1947.

J. F. DuPAUL, City Attorney
By B. L. COMPARET
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Associated Glider Clubs of Southern California; being Document No. 374982.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Whellig Deputy

LEASE AGREEMENT

THIS AGREEMENT, Made and entered into this 16th day of June, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation, party of the first part, hereinafter sometimes designated as "City" or "lessor", and CALVIN H. BURNS, W. P. SPANGLER, HOWARD S. WILLIAMS and ROBERT W. DAILY, co-partners, doing business under the firm name and style of FISHERMEN'S AND FARMERS' COLD STORAGE COMPANY of San Diego, California, party of the second part, hereinafter designated as the lessee, WITNESSETH:

THAT WHEREAS, the party of the second part is desirous of obtaining a lease from The City of San Diego for the Camp Callan Refrigeration Plant, the location of which is herein-after more particularly described; NOW, THEREFORE, It is agreed as follows:

1. The lessee agrees to rent the refrigeration plant from the City for a period of five (5) years beginning on June 1, 1947, and ending on May 31, 1952;
2. The lessee agrees to pay the lessor the sum of Three Hundred Dollars (\$300.00) per month, payable in advance for the use of said premises; IT IS FURTHER UNDERSTOOD AND AGREED that the lessee has deposited with the City the sum of Five Hundred Dollars (\$500.00) which will be in lieu of a specific performance bond, which sum will be applied against the final two (2) months rental of said plant;
3. Said refrigeration plant is located approximately 200 feet easterly of the common corner of Pueblo Lots 1311, 1312, 1313 and 1314 of The City of San Diego, County of San Diego, State of California, and is known and designated as Building "T-128" on Map of Camp Callan prepared from surveys of Norman O. Glover and Karl F. Jaeger, said map bearing date of July 27, 1943 and known as drawing No. 034, copy of which is filed in the office of the City Manager of The City of San Diego, and in addition to said building, said lease shall cover fifty (50) feet of land adjacent to said building in all directions from said building;
Said property has been appraised by the Auditor and Comptroller of The City of San Diego as of the value of Sixty Thousand Dollars (\$60,000.00);
4. Lessee agrees to maintain the refrigeration plant and the machinery contained therein in a good state of repair and at no expense to the lessor;
5. The lessor agrees to keep the building (not machinery) and the paving adjacent to said building in good repair and on or after six (6) months after the occupancy of said premises by the lessee, the lessor agrees to paint the wooden section of the building at no cost to the lessee;
6. The lessee agrees to make arrangements with the gas and electric company for the furnishing of gas and electricity for said plant and to pay all costs for the same;
The lessee also agrees to pay for the installation of a water meter and to pay for all water used in connection with said plant.
7. It is understood and agreed that said plant shall be used as cold storage for fresh fish and other commodities normally stored in commercial refrigeration plants - the lessee to make wholesale distribution only from the plant, i. e., that there shall be no retail selling from said plant.
Rental lockers for individuals may be installed at lessee's option and expense; Said property shall not be used for any purpose other than above stated except by mutual agreement between lessor and lessee.
8. The lessee agrees that no nuisance shall be created or permitted on said premises and to employ no processing which will cause undesirable odors or in any way be detrimental to the public health;
Said lessee further agrees to conform to all State, County and City laws and ordinance applicable to refrigeration plants.
9. Time is of the essence of all the terms, conditions and provisions of this lease and should any rents remain unpaid for a period of ten (10) days after it becomes due, or should the lessee fail to perform, keep or fulfill any of the other terms, provisions or conditions of this lease in the manner herein specified, and such failure on the part of the lessee shall continue for ten (10) days after written notice thereof by the City to the lessee, then and in either of such events, the City may at its option at any time after the expiration of said time limit, and before such default is finally cured, re-enter and take possession of the leased premises and each and every part thereof and remove all persons therefrom and/or terminate this lease and all rights of the lessee hereunder.
10. The lessee further agrees to return the said leased premises to the City at the expiration or other termination of this lease in as good condition as when

received, reasonable wear, tear and damage by the elements excepted.

11. The lessee agrees not to assign or sublet this lease to any person or corporation without first having secured the written permission of the City of San Diego.

12. The lessee agrees that it will furnish at its own cost, and file with The City of San Diego, the following bonds and policies of insurance, written by Companies authorized to do business in the State of California and satisfactory to the City Manager of The City of San Diego - such insurance policies to be kept in force throughout the period of this lease and in the event that any such insurance policy is cancelled or that the Company which has written the same shall cease to be financially responsible to the satisfaction of the City Manager of The City of San Diego, then upon notice by The City of San Diego, another insurance policy in the same amount, but written by a company satisfactory to the City Manager of the City of San Diego shall forthwith be substituted therefor at the expense of the lessee.

The lessee agrees to furnish workmen's compensation insurance covering all of the employees of said lessee and lessee also agrees to furnish a policy similar to that called an Owners', Landlords' and Tenants' public liability policy for the sum of Twenty-five/Fifty Thousand Dollars, (\$25,000/50,000), with The City of San Diego named as an additional insured to protect the City and its officers from liability imposed by Acts numbered 5149, 5150, 5618 and 5619 of Deering's General Laws and by sections 1980, 1981, and 1982 of the Government Code of the State of California, and by any other statutes, federal or State, or any law whatsoever covering lessees' operation of said refrigeration plant.

13. It is understood and agreed that this lease may be cancelled by the lessor upon giving sixty (60) days written notice to said lessee of its intention to cancel said lease, and there shall be no liability on the part of the lessor in case of such cancellation.

14. The City of San Diego agrees to furnish a means of ingress and egress to said property.

15. It is understood and agreed that this lease is made subject to the approval of the Zoning Committee of the City Planning Commission.

At such time as this agreement is executed and becomes effective, then the contract, being Document No. 373750, dated May 26, 1947, between the parties herein mentioned, shall be terminated and be of no further force and effect.

IN WITNESS WHEREOF, The City of San Diego, party of the first part, as lessor, has caused this instrument to be executed by its City Manager, acting under and pursuant to Ordinance No. 3441 (New Series), adopted June 3, 1947, authorizing such execution; and the parties of the second part, hereto, Calvin H. Burns, W. P. Spangler, Howard S. Williams and Robert W. Daily, co-partners, doing business under the firm name and style of Fishermen's and Farmers' Cold Storage Company; have subscribed their names, on the day and year hereinabove first written.

THE CITY OF SAN DIEGO,
Party of the First Part;
By F. A. RHODES
City Manager.

C. H. BURNS
W. P. SPANGLER
HOWARD S. WILLIAMS
R. W. DAILY
Co-Partners,
Doing business under the firm name
and style of Fishermen's and Farmers'
Cold Storage Company,
Party of the Second Part.

I HEREBY APPROVE the form of the foregoing lease agreement this 18th day of May, 1947.

J. F. DuPAUL, 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 Fishermen's & Farmers' Cold Storage Company; being Document No. 375025.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Wilby Deputy

LEASE

THIS INDENTURE, made in duplicate, this 18th day of June, 1947, between RALPH S. ROBERTS, 1020 Garnet Avenue, Pacific Beach, in the City of San Diego, California, hereinafter called the Lessor, party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called the Lessee, party of the second part, WITNESSETH:

That the party of the first part, as Lessor, does hereby demise and let unto the party of the second part as lessee, and the party of the second part does hereby rent and take, as Lessee, the occupancy and use of that certain store room at 4516 Ingraham Street, Pacific Beach, in the City of San Diego, County of San Diego, State of California, for the purpose of a branch public library, for the term of one (1) year, commencing on the 1st day of July, 1947 and ending on the 30th day of June, 1948.

Yielding and paying therefor during the term thereof the sum of Seven Hundred Twenty Dollars (\$720.00), 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: Sixty Dollars (\$60.00) per month.

It is understood and agreed that said premises shall be used for library purposes only and that the Lessee accepts the premises in the condition that the same now are.

It is further understood and agreed that the Lessee will pay for all water used on said premises.

That the Lessee shall keep and maintain said premises in as good repair and condition as it may receive them at its own expense (ordinary wear and tear and the acts of God excepted); that the walls of said building are not to be defaced; and that said Lessor shall not be called upon to make any expenditures or repairs on said premises.

If the building or above-described premises shall be destroyed by fire or other cause, or be so damaged thereby that they become untenable, and are not rendered tenantable by the Lessor within sixty (60) days from the date of injury, this lease may be terminated by

either party; and in case the premises are so damaged as not to require a termination of this lease, as above provided, the Lessee shall not be required to pay the rent herein specified during the time that the premises are unfit for occupancy.

It is expressly agreed by the parties hereto that this lease may be terminated at any time by either party hereto giving the other party ninety (90) days' notice in writing.

IN WITNESS WHEREOF, the Lessor has hereunto subscribed his name and the City Manager of The City of San Diego has hereunto subscribed his name, as and for the act of said City, pursuant to Resolution No. 86315 authorizing such execution, the day and year first hereinabove written.

RALPH S. ROBERTS
Lessor.

THE CITY OF SAN DIEGO, Lessee,
By F. A. RHODES
City Manager.

I HEREBY APPROVE the form and legality of the foregoing Lease this 3rd day of July, 1947.

J. F. DuPAUL, City Attorney,
By B. L. COMPARET
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Ralph S. Roberts for Library Branch at 1020 Garnet Street, Pacific Beach; being Document No. 375193.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Willis Deputy

LEASE

THIS AGREEMENT, made and entered into this 3rd day of July, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the "City", and PETE FERRARI, hereinafter called the "Lessee", WITNESSETH:

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

Lot 35, Ex-Mission Partition; 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; being 170 acres of land, more or less;

For a term of five (5) years, beginning on the 1st day of July, 1947, and ending on the 30th day of June, 1952, at the following rentals: One Hundred Fifty Dollars (\$150.00) per year payable in advance at the office of the Lessor annually during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for stock grazing and/or agricultural purposes only, and for no other purpose or purposes.

Second. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises.

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, the said lessee shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty (60) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.

Tenth. It is 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.

Eleventh. The City reserves all sand, gravel and timber rights in and on said premises

herein leased.

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. 86449 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 F. A. RHODES
City Manager.

PETE FERRARI
Lessee.

I HEREBY APPROVE the form and legality of the foregoing Lease this 3rd day of July, 1947.

J. F. DuPAUL, City Attorney,
By B. L. COMPARET
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Pete Ferrari - in Lot 35 Ex-Mission Partition; being Document No. 375194.

FRED W. SICK
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 GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and The Travelers Indemnity Company, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR HUNDRED TWENTY and no/100 DOLLARS (\$420.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 26th day of June, 1947.

WHEREAS, the above bounden SAN DIEGO GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to the provisions of the "Lighting District Ordinance of 1938" and amendments thereto to do all work upon KENSINGTON DRIVE, CANTERBURY DRIVE, EAST CANTERBURY DRIVE, SUSSEX DRIVE, NORFOLK TERRACE, WESTMINSTER TERRACE, ROCHESTER ROAD, LYMER DRIVE, MARLBOROUGH DRIVE, EDGEWARE ROAD, BEDFORD DRIVE, EAST BEDFORD DRIVE, HASTINGS ROAD, BRISTOL ROAD, ROXBURY ROAD, BRAEBURN ROAD, HILLDALE ROAD, MIDDLESEX DRIVE, SOUTH HEMPSTEAD CIRCLE, NORTH HEMPSTEAD CIRCLE, RIDGEWAY, PALISADES ROAD, EAST PALISADES ROAD and Unnamed LANE, within the limits and as particularly described in Resolution of Intention No. 85351, adopted by the Council of said City on March 4, 1947, 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 GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

(SEAL)
ATTEST:
R. C. CAVELL
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY, Vice President in Charge
of Sales) Principal.

(SEAL)

The Travelers Indemnity Company
By CHARLES L. JANECK Attorney-in-Fact
Surety.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 26th day of June, 1946, before me personally came CHARLES L. JANECK to me known, who being by me duly sworn, did depose and say: that he is Attorney-in-Fact of The Travelers Indemnity Company, the Corporation described in and which executed the foregoing instrument; that he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority granted to him in accordance with the By-Laws of the said Corporation, and that he signed his name thereto by like authority.

(SEAL)

FRANCES S. BOWERS
Notary Public
My Commission expires August 17, 1950

I hereby approve the form of the foregoing Undertaking this 3rd day of July, 1947.

J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney.

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 86246 passed and adopted on the 10th day of June, 1947, require and fix the sum of \$420.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK
City Clerk of The City of San Diego.
By HELEN M. WILLIG
Deputy.

CONTRACT FOR STREET LIGHTING.
Kensington Manor Lighting District No. 1

THIS AGREEMENT, made and entered into this 8th day of July, 1947, by and between SAN DIEGO 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 or along the following streets in the City of San Diego, California, to-wit:

KENSINGTON DRIVE, between a line parallel to and distant 100.00 feet north of Jefferson Avenue and Hilldale Road;

CANTERBURY DRIVE, for its entire length;

EAST CANTERBURY DRIVE, for its entire length;

SUSSEX DRIVE, for its entire length;

NORFOLK TERRACE, for its entire length;

WESTMINSTER TERRACE, for its entire length;

ROCHESTER ROAD, for its entire length;

LYMER DRIVE, for its entire length;

MARLBOROUGH DRIVE, between a line parallel to and distant 100.00 feet north of Jefferson Avenue and Palisades Road;

EDGEWARE ROAD, between a line parallel to and distant 100.00 feet north of Jefferson Avenue and East Canterbury Drive;

EDGEWARE ROAD, between Middlesex Drive and Bedford Drive;

BEDFORD DRIVE, for its entire length;

EAST 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;

HILLDALE ROAD, for its entire length;

MIDDLESEX DRIVE, for its entire length;

SOUTH HEMPSTEAD CIRCLE, for its entire length;

NORTH HEMPSTEAD CIRCLE, for its entire length;

RIDGEWAY, for its entire length;

PALISADES ROAD, for its entire length;

EAST PALISADES ROAD, for its entire length and the unnamed LANE for its entire length.

Such furnishing of electric current shall be for a period of one year, to-wit: from and including May 1, 1947, to and including April 30, 1948.

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 March 7, 1947 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 Eighty and no/100 Dollars (\$1580.00) 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 "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 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 Eighty and no/100 Dollars (\$1580.00) 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 the provisions of the "Lighting District Ordinance of 1938" and amendments thereto and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of One Thousand Six Hundred Eighty and no/100 Dollars (\$1680.00)

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 "Lighting District Ordinance of 1938" and amendments thereto will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

(SEAL)
ATTEST:
R. C. CAVELL
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY
Vice President in Charge of Sales

(SEAL)
ATTEST:
FRED W. SICK
City Clerk.
By HELEN M. WILLIG, Deputy

THE CITY OF SAN DIEGO.
By
G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
ERNEST J. BOUD
CHAS. C. DAIL
VINCENT T. GODFREY
Members of the Council.

I hereby approve the form of the foregoing Contract, this 3rd day of July, 1947.

J. F. DuPAUL
City Attorney.
By B. L. COMPARET
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. 375195.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Willis Deputy

KNOW ALL MEN BY THESE PRESENTS, That SOUTHERN EQUIPMENT AND SUPPLY COMPANY, a corporation, as Principal and MARYLAND CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of MAYRLAND as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR THOUSAND NINETY-TWO and no/100 Dollars (\$4,092.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 30th day of June, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

- 3 - Ingersoll Rand Model #85 portable air compressors and
- 1 - Adams Model #512 motor grader

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

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

(SEAL)
ATTEST:
CLIFTON COATES
Secty-Treas

SOUTHERN EQUIPMENT AND SUPPLY COMPANY
By P. H. DAVENPORT, Pres.
Principal.

MAYRLAND CASUALTY COMPANY
Surety.
By F. F. EDELEN
Its Attorney In Fact

Seal
STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } ss.

On this 30th day of June, 1947, before me, C. T. Neill, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared F. F. Edelen, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of MARYLAND CASUALTY COMPANY, the corporation that executed the within instrument, and acknowledged to me that he subscribed the name of MARYLAND CASUALTY COMPANY thereto as principal and his own name as attorney in fact. I further certify that said instrument was executed by said F. F. Edelen as attorney in fact of MARYLAND CASUALTY COMPANY in my presence, and that his signature thereto is genuine.

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

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

I hereby approve the form of the within Bond, this 7th day of July, 1947.

J. F. DuPAUL
City Attorney.
By J. H. MCKINNEY
Deputy City Attorney.

I hereby approve the foregoing bond this 7th day of July 1947.

F. A. RHODES
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 30th day of June, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and SOUTHERN EQUIPMENT AND SUPPLY COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

- 3 - Ingersoll Rand Model #85 portable air compressors, with oil bath cleaner and speed controller; two wheel spring mounted and enclosed hood sides; delivery within 4 to 6 weeks from date of purchase order; and
- 1 - Adams Model #512 motor grader, with International UD-14-A Diesel Engine, 76 B.H.P. tandem four wheel drive; 13.00-24 8 ply rear tires, 9.00-24 10 ply front tires; 12 foot x 25 inch moldboard, w/boots; electric starting and lighting attachment; high arch leaning wheel front axle; scarifier, canopy top, cab enclosure, hood sides, muffler, pre-cleaner, hour meter, heat indicator, and windshield wipers; full floating rear axle, hydraulic wheel brakes; delivery in October or November, 1947;

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 373135.

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

3 - Ingersoll Rand air compressors	@ \$2,153.32 ea	\$ 6,459.96
1 - Adams motor grader		9,905.25
		<u>\$16,365.21</u>

Said prices do not include the California State Sales Tax.

If the manufacturer makes general increases to the trade in the price of the product, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by the contractor to the City, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances, and allowing cancellation to be effected by the City if it elects so to do. Provided, however, that any increases to the City, allowed under above conditions, shall not exceed 10% of the prices quoted to the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to The City of San Diego.

Said City, in consideration of the furnishing and delivery of said equipment by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said equipment by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Sixteen Thousand Three Hundred Sixty-five and 21/100 Dollars (\$16,365.21), exclusive of the California State Sales Tax. Payment will be made in accordance with purchase order and delivery.

"FEDERAL HINDRANCE" clause to be inserted in The City of San Diego's war time material, equipment and construction contracts:

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies were engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor the City, pursuant to resolution of the City Council, may --

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (30) days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution Nos. 85225 and 85224 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.
By F. A. RHODES
City Manager.

(SEAL)
ATTEST:
CLIFTON COATES
Secty-Treas.

SOUTHERN EQUIPMENT AND SUPPLY COMPANY
By P. H. DAVENPORT, Pres.
Contractor.

I hereby approve the form and legality of the foregoing contract this 7th day of July, 1947.

J. F. DuPAUL
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 Southern Equipment and Supply Company for Motor Grader and Air Compressors; being Document No. 375226.

FRED W. SICK
City Clerk of the City of San Diego, California.
By *Helen M. Wilby* Deputy

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 2nd day of July, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and HUDSON-TUCKER, INC., a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

3 - 3DE-6 Worthington Monoblar centrifugal pumps with 40HP - P 50 C -220-440 V. motors, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 373136.

Said Contractor hereby agrees to furnish and deliver the equipment above described, at and for the following price, to-wit:

3 - 3DE-6 Worthington centrifugal pumps @ \$952.23 ea \$ 2,856.69
Said price includes the California State Sales Tax.

Said contractor agrees to deliver said equipment within seven (7) days after receipt of purchase order.

If the manufacturer makes general increases to the trade in the price of the product, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by the contractor to the City, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances, and allowing cancellation to be effected by the City if it elects so to do; provided, however, that any increases to the City, allowed under above conditions, shall not exceed 10% of the price quoted to the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to The City of San Diego.

Said City, in consideration of the furnishing and delivery of said equipment by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said equipment by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Two Thousand Eight Hundred Fifty-six and 69/100 Dollars (\$2,856.69), inclusive of California State Sales Tax.

Payment for said equipment will be made in accordance with purchase order and delivery. "FEDERAL HINDRANCE" clause to be inserted in The City of San Diego's war time material, equipment and construction contracts:

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies were engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor the City, pursuant to resolution of the City Council, may --

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (30) days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 86291 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.
By F. A. RHODES
City Manager.

HUDSON-TUCKER, INC.
By W. H. HUDSON
Contractor.

ATTEST:
H. F. TUCKER
Secy-Treas

I hereby approve the form and legality of the foregoing contract this 2nd day of July, 1947.

J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Hudson-Tucker Inc. for Centrifugal Pumps; being Document No. 375227.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Willy Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1947, 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. 3429 (New Series) of the ordinance 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 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 marking 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 landmarks; to cooperate 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 herein-after recited, the parties hereto agree together as follows:

That beginning July 1, 1947, 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 Two Hundred Eight and no/100 Dollars (\$208.00) per month, payable in two equal semimonthly 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 Eight and No/100 Dollars (\$208.00) per month, payable in two equal semimonthly 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 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 any 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, 1947 and ending June 30, 1948.

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
F. A. RHODES
City Manager

JOHN DAVIDSON
Second Party

I hereby approve the form of the foregoing contract this 7th day of July 1947.

J. F. DuPAUL
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 with John Davidson for Curator of Junipero Serra Museum; being Document No. 375242.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Willy Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into this 1st day of July, 1947, 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; and

WHEREAS, the 1947-1948 budget provides Twelve Hundred Dollars (\$1,200.00) for such ad-
vice and services;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements here-
inafter recited, the parties hereto agree together as follows:

The City hereby retains and employes the Party of the Second Part in the capacity of a
consulting technologist on water purification, beginning July 1, 1947, and ending June 30,
1948, 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 inten-
tion 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 to so do by the City Manager or the Hydraulic Engineer of said
City.

IN WITNESS WHEREOF, this Agreement is executed on behalf of The City of San Diego by
the City Manager, pursuant to the authority so to do contained in Resolution No. 85321,
adopted by the City Council on the 17th day of June, 1947, 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 F. A. RHODES
City Manager.

CARL WILSON
Party of the Second Part.

I hereby approve the form and legality of the foregoing Agreement this 8th day of July,
1947.

J. F. DuPAUL
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 Agree-
ment with Dr. Carl Wilson, consulting technologist; being Document No. 375285.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Willis Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into this 30th day of June, 1947, by and between THE
CITY OF SAN DIEGO, a municipal corporation, party of the first part, hereinafter referred to
as the "City", and CLAY W. SUMMERVILLE of San Diego, California, party of the second part,
hereinafter referred to as the "Concessionaire", WITNESSETH:

WHEREAS, The City of San Diego is the owner of Lower Otay Reservoir and Lower Otay
Recreation area, and desires to have someone operate a concession to furnish food for persons
who visit the recreational area at Lower Otay; and

WHEREAS, the concessionaire has a trailer 8 x 16 feet with a side canopy, and can serve
food to patrons visiting said recreational area; NOW, THEREFORE,
IT IS AGREED AS FOLLOWS:

That the City will provide a space to be selected by the Water Development Department
for a consideration hereinafter mentioned.

The concessionaire agrees to furnish the trailer and equipment and to serve food, in-
cluding steamed frankfurters, Health Department approved sandwiches, coffee, do-nuts, pies,
frozen novelties, candies, off-sale beer, etc.

It is understood and agreed that the concessionaire will not sell soft drinks, rent
motors or poles nor handle bait; however, said concessionaire will have the right to handle
and sell fishing equipment.

Concessionaire further agrees that he will not carry on his business in such a way as
to contaminate the water of the reservoir; and said concessionaire further agrees that he
will take care of all trash and garbage daily and keep the area around and near his place of
business in a clean and sanitary condition.

Concessionaire further agrees that he will keep a record of his gross daily sales and
make payment to the City on Tuesday of alternate weeks.

It is understood and agreed that the concessionaire will pay to The City of San Diego
five per cent (5%) of the gross receipts.

The concessionaire agrees to conduct his business in such a manner as not to create any
hazard or cause injury to any person attending the recreational area.

Said concessionaire further agrees that he will take out indemnity insurance in a good
and reputable company, satisfactory to the City, in the sum of \$5,000/\$10,000 and name the
City as an insured in said policies.

Said concessionaire further agrees that if he employs any help that he will also take
out Workmen's Compensation Insurance to cover said employees.

This contract shall be for a period of one (1) year, commencing with the 25th day of
June, 1947 and ending on the 24th day of June, 1948; provided, however, that said contract
may be terminated by either party upon giving thirty (30) days written notice to the other
party.

IN WITNESS WHEREOF, this Agreement is executed on behalf of The City of San Diego by
the City Manager, pursuant to the authorization contained in Resolution No. 86409 of the
Council of said City, adopted Jun 27 1947, 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 F. A. RHODES
City Manager.

CLAY W. SUMMERVILLE
Party of the Second Part

I HEREBY APPROVE the form and legality of the foregoing Agreement this 8th day of July, 1947.

J. F. DuPAUL, 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 Agreement with Clay W. Summerville for Food Concession at Otay Reservoir; being Document No. 375286.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Wilkin Deputy

KNOW ALL MEN BY THESE PRESENTS, That UNION TITLE INSURANCE AND TRUST COMPANY, as trustee of the Estate of C. A. Gray, Deceased, as Principal and LONDON & LANCASHIRE INDEMNITY COMPANY OF AMERICA a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO THOUSAND FOUR HUNDRED FIFTEEN and no/100 Dollars (\$2,415.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this Eighth day of July, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

- 2 - Dodge 3/4-ton express body trucks and
- 3 - " 3-ton chassis,

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

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

ATTEST:
C. F. CARPENTER

UNION TITLE INSURANCE AND TRUST COMPANY,
as trustee of the Estate of C.A. Gray, Deceased
By J. S. FORWARD, Jr.
Principal.

(SEAL)

LONDON & LANCASHIRE INDEMNITY COMPANY
OF AMERICA
Surety
By THEODORE M. FINTZELBERG
Attorney-in-Fact

STATE OF CALIFORNIA COUNTY OF SAN DIEGO ss.

On this 8th day of July, 1947, personally appeared before me THEODORE M. FINTZELBERG the Attorney-in-fact of the London & Lancashire Indemnity Company of America, with whom I am personally acquainted, who being by me duly sworn, stated, that he resides in the City of San Diego, in the State of California: that he is Attorney-in-fact of the London & Lancashire Indemnity Company of America, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said Company; that he signed his name thereto as Attorney-in-fact under like authority, and that said authority has not been revoked nor rescinded.

(SEAL)
Notary Affidavit.

BESSIE L. WALLACE
Notary Public San Diego Co., California
My Commission Expires February 14, 1951

I hereby approve the form of the within Bond, this 9th day of July, 1947.

J. F. DuPAUL
City Attorney.
By J. H. MCKINNEY
Deputy City Attorney.

I hereby approve the foregoing bond this 9th day of July 1947.

F. A. RHODES
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 8th day of July, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and UNION TITLE INSURANCE AND TRUST COMPANY, as trustee of the Estate of C. A. Gray, Deceased, party of the second part, and hereinafter sometimes designated as the Contractor; WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said 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 - only DODGE WD-15 express body trucks (3/4-ton); and
- 3 - " " WH-47 chassis and cabs, 15,000# G.V.W. (3-ton),

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 374044.

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

2 - Dodge WD-15 express body trucks	@ \$1283.10 ea	\$ 2566.20
3 - " WH-47 chassis and cabs	@ \$2364.03 ea	7092.09
		<u>\$ 9658.29</u>

Said prices do not include the California State Sales Tax which will be paid by the City. If the manufacturer makes general increases to the trade in the price of the product, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by the contractor to the City, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances, and allowing cancellation to be effected by the City if it elects so to do. Provided, however, that any increases to the City, allowed under above conditions, shall not exceed 10% of the price quoted to the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to The City of San Diego.

Said City, in consideration of the furnishing and delivery of said equipment by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said equipment by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Nine Thousand Six Hundred Fifty-eight and 29/100 Dollars (\$9658.29), exclusive of the California State Sales Tax.

Payment for said equipment will be made in accordance with purchase order and delivery. Contractor guarantees to make delivery within 45 days from receipt of purchase order, subject to delays beyond contractor's control.

"FEDERAL HINDRANCE" clause to be inserted in The City of San Diego's war time material, equipment and construction contracts:

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies were engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor the City, pursuant to resolution of the City Council, may --

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (30) days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 86348 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 officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.
By F. A. RHODES
City Manager.

UNION TITLE INSURANCE AND TRUST COMPANY,
as trustee of the Estate of C. A. Gray,
Deceased.
By J. B. FORWARD, Jr.
Contractor.

ATTEST:
C. F. CARPENTER

I hereby approve the form and legality of the foregoing contract this 9th day of July, 1947.

J. F. DuPAUL
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 Estate of C. A. Gray, Deceased, for Furnishing 2 Dodge 3/4 Ton Trucks and 3 Dodge 3-ton Chassis; being Document No. 375297.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Willy Deputy

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That AMERICAN CAST IRON PIPE COMPANY, a corporation, as Principal and SAINT PAUL-MERCURY INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Delaware as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SEVEN THOUSAND FORTY-FOUR and no/100 Dollars (\$7,044.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 30th day of June, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said Principal has entered into the annexed contract with The City of San Diego, to furnish and deliver certain cast iron fittings in accordance with the plans and specifications, referred to in said contract; and for the contract price herein set forth.

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

ATTEST:
LESTER LONG
Asst. Gen. Sales Manager
CLAUDE R. BROWN
Manager, Los Angeles Office

AMERICAN CAST IRON PIPE COMPANY
By C. D. BARR Pres.
Principal

SAINT PAUL-MERCURY INDEMNITY COMPANY
Surety
By M. E. DITTMAN
Its Attorney-in-Fact

(SEAL)
ATTEST:
JOE V. CORBETT
Gen. Mgr.

STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES) SS.:

On this 30th day of June, 1947, before me, a Notary Public, within and for the said County and State, personally appeared M. E. Dittman, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of and for the Saint Paul-Mercury Indemnity Company, Saint Paul, Minnesota, a corporation created, organized and existing under and by virtue of the laws of the State of Delaware, and acknowledged to me that he subscribed the name of the Saint Paul-Mercury Indemnity Company thereto as Surety, and his own name as Attorney-in-Fact.

GEO. C. KETTNER, JR.
Notary Public.
My Commission Expires Jan. 13, 1951

(SEAL)

I hereby approve the form of the within Bond, this 7th day of July, 1947.

J. F. DuPAUL
City Attorney
By J. H. MCKINNEY
Deputy City Attorney

I hereby approve the foregoing bond this 11th day of July, 1947.

F. A. RHODES
City Manager

GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, That AMERICAN CAST IRON PIPE COMPANY, a corporation, as Principal and SAINT PAUL-MERCURY INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Delaware, as surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, state of California, in the sum of SEVEN THOUSAND FORTY-FOUR and no/100 Dollars (\$7,044.00) (not less than 25% of the contract price), lawful money of the United States of America, for the payment of which, well and truly to be made, we, and each of us, do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal has entered into the annexed contract to furnish and deliver to the City of San Diego certain cast iron pipe, fittings, valves, etc., all as more particularly specified in said contract; and whereas, said Principal does hereby guarantee that the materials and workmanship used in the manufacture of the material and equipment specified in said contract shall conform in all respects to the requirements of the Specifications attached to said contract, and shall be satisfactory to the City Engineer of said City of San Diego in all respects for the services for which said materials and equipment are to be installed, for a period of one year after installation.

THE CONDITION OF THIS BOND IS SUCH that, if each and all of said materials and equipment furnished by the Principal under the said contract does conform to the requirements of said Specifications in all respects and is satisfactory to the City Engineer of said City of San Diego; or if the Principal, upon demand by the City of San Diego, shall promptly replace, at his own expense, any and all of said materials and/or equipment which, upon testing, shall develop any defects, or which shall be found not to conform in all respects to the requirements of said Specifications, or which shall not operate to the satisfaction of the City Engineer, for said period of one year after installation, then this obligation shall become void; otherwise, to remain in full force and effect.

IN WITNESS WHEREOF, we have executed this agreement, this 30th day of June, 1947.

Attest:
LESTER LONG
Asst. Gen. Sales Manager

AMERICAN CAST IRON PIPE COMPANY
Principal
By C. D. BARR, Pres.

SAINT PAUL-MERCURY INDEMNITY COMPANY
Surety
By C. E. TELANDER
Its Attorney-In-Fact

(SEAL)
Attest:
JOE V. CORBETT
Gen. Mgr.

Acknowledgement of Attorney-in-Fact.

STATE OF CALIFORNIA, } ss.:
 COUNTY OF LOS ANGELES }

On this 30th day of June 1947, before me, a Notary Public, within and for the said County and State, personally appeared C. E. Telander, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of and for the Saint Paul-Mercury Indemnity Company, Saint Paul, Minnesota, a corporation created, organized and existing under and by virtue of the laws of the State of Delaware, and acknowledged to me that he subscribed the name of the Saint Paul-Mercury Indemnity Company thereto as Surety, and his own name as Attorney-in-Fact.

(SEAL)

GEO. C. KETTNER, JR.
 Notary Public.
 My Commission Expires Jan. 13, 1951

I hereby approve the form of the foregoing Bond, this 7th day of July, 1947.

J. F. DuPAUL
 City Attorney
 By J. H. McKINNEY
 Deputy City Attorney

I hereby approve the foregoing Bond, this 11th day of July, 1947.

F. A. RHODES
 City Manager

A G R E E M E N T

PROJECT: Reconstruction and
 Enlargement -
 Sewage Treatment
 Plant, San Diego,
 California.

PROPOSAL: for furnishing
 Cast Iron Pipe,
 Cast Iron Pipe Fittings,
 and/or Valves.

THIS AGREEMENT, made the 30th day of June 1947, by and between the City of San Diego, San Diego County, California, herein called the "City", and AMERICAN CAST IRON PIPE COMPANY, a corporation, herein called the "Contractor",

WITNESSETH: That the City and the Contractor for the consideration stated herein agree as follows:

ARTICLE I: SCOPE OF WORK. The Contractor shall perform, within the time stipulated, the Contract as herein defined of which this Agreement is a component part and everything required to be performed, and shall provide and furnish any and all of the labor, materials, tools, expendable equipment and all utility and transportation services necessary to perform the Contract and complete in a workmanlike manner all of the work covered by the Contract in connection with the City's Project as identified above, all in strict conformity with the Plans and Specifications, including any and all Addenda issued by the City, and the other Contract Documents hereinafter enumerated.

It is agreed that said labor, materials, tools, equipment and services shall be furnished and the Contract performed and completed under the direction and supervision and subject to the approval of the City or its authorized representative.

ARTICLE II: CONTRACT PRICE. The City shall pay the Contractor as full consideration for the faithful performance of this Contract, subject to any additions or deductions as provided in the Contract Documents, the contract price as computed in the proposal, a copy of which is attached hereto and made a part hereof, and at the time and in the manner set forth in the specifications attached hereto.

Payments are to be made to the Contractor in accordance with and subject to the provisions of the Contract. Contractor's prices do not include the California State Sales Tax, which will be paid by the City.

ARTICLE III: PRICE ADJUSTMENT CLAUSE FOR CAST IRON PIPE AND FITTINGS: Bidder shall state the pig iron price per ton on which the prices stated in his proposal are based. In the event pig iron prices are increased or decreased prior to date of shipment, the contract price of the pipe and fittings offered in his proposal are to be adjusted for such increase or decrease in pig iron cost at the rate of \$2.00 (or proportionate fraction thereof) per ton of 2000# on the calculated weight of the pipe and fittings as listed in the above mentioned specifications, for each one dollar (or fraction thereof) per ton increase or decrease in the price of pig iron.

The extent of the increase or decrease in pig iron prices shall be determined by the price on "Southern No. 2 Birmingham" pig iron in the "Comparison of Prices" appearing in the magazine "Steel" published by the Penton Publishing Company, Cleveland, Ohio.

Bidder shall in addition state charges per net ton for rail and water shipment, including total through freight, insurance and inspection charges for the various sizes of pipe and fittings. Bidder shall also show rates for shipment via all rail.

Any increase or decrease in the above mentioned through freight charges prior to date of shipment shall be for the account of The City of San Diego.

MAXIMUM PRICE ADJUSTMENT ON CAST IRON FITTINGS:

The total price exclusive of freight charges, shall not be increased nor decreased under the foregoing price adjustment clause by more than fifteen per cent of the original bid price.

ARTICLE V: COMPONENT PARTS OF THE CONTRACT. The Contract entered into by the acceptance of the Contractor's bid and the signing of this Agreement consists of the following documents, all of which are component parts of said Contract and as fully a part thereof as if herein set out in full, and, if not attached, as if hereto attached:

- | | |
|--------------------------------|----------------------------|
| 1. This Agreement | 4. Information for Bidders |
| 2. Addenda No. __, __, __, __. | 5. Advertisement for Bids |
| 3. Specifications | 6. Bid |

In the event of any conflict or inconsistency between any of the foregoing documents, the conflict or inconsistency shall be resolved upon the basis of the numerical order of the documents, with the document or documents assigned the lower number or numbers being controlling.

over any document having a higher number in the numerical order set forth above.

As now situated, contractor guarantees to make shipment of said cast iron fittings from contractor's foundries in Birmingham, Alabama on or before November, 1947, subject to delays beyond contractor's control. Contractor's prices are based on present published all rail carload freight rate of \$24.00 per net ton, minimum shipment 50,000 pounds, with unloading and delivering to installation site to be done by City forces.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies were engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor the City, pursuant to resolution of the City Council, may --

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (30) days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

IN WITNESS WHEREOF, two (2) identical counterparts of this Agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Contractor hereinabove named, and by the City of San Diego by its City Manager, as authorized by Resolution No. 86174 of its Council, adopted on the 3rd day of June, 1947.

CITY OF SAN DIEGO
City
By F. A. RHODES
City Manager

AMERICAN CAST IRON PIPE COMPANY
Contractor
By C. D. BARR
President

(SEAL)
ATTEST: if Corporation
Corporate
Seal J. J. JOHNSON
Title Secty.
WITNESSES: if individual or
partnership

I HEREBY APPROVE the form and legality of the foregoing Agreement this 10th day of July, 1947.

J. F. DuPAUL, 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 Cast Iron Pipe Company for Furnishing Cast Iron Pipe, Fittings and Valves for Sewage Treatment Plant; being Document No. 375398.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Wilby Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and Malcolm F. Farmer, a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 3429 N.S. 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 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 with 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 herein-after recited, the parties hereto agree together as follows:

That beginning July 1, 1947, 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 Seventy-Five Dollars No/100 (\$275.00) per month, payable in two equal semi-monthly installments.

In consideration of the faithful performance of such services, the City agrees to pay therefor the said rate of compensation, to-wit: Two Hundred Seventy-Five and No/100 (\$275.00) 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, 1947, and ending June 30, 1948.

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
F. A. RHODES
City Manager

MALCOLM F. FARMER
Second Party

I hereby approve the form of the foregoing contract this 9th day of July, 1947.

J. F. DuPAUL
City Attorney.
By J. H. McKINNEY
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Malcolm F. Farmer for Services as Curator of Anthropology of the San Diego Museum; being Document No. 375400.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Wilbig Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1947, 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. 3429 (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 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, 1947, second party will faithfully perform the services and duties of Organ Tuner, Balboa Park, as the same are hereinabove described, at the rate of Ninety-five Dollars and No/100 Cents (\$95.00) per month, payable in two equal semimonthly 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, 1947 and ending June 30, 1948.

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
F. A. RHODES
City Manager

EDWIN A. SPENCER
Second Party

I hereby approve the form of the foregoing contract this 9th day of July 1947.

J. F. DuPAUL
City Attorney
By J. H. McKINNEY
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Edwin A. Spencer for Services as Organ Tuner, Balboa Park; being Document No. 375401.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Wilby Deputy

C O N T R A C T

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation acting by and through the City Manager of said City, first party, and H. THOMAS CAIN, a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 3429 N.S. 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 (Archaeology) 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 catalog 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 educational 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 herein-after recited, the parties hereto agree together as follows:

That beginning July 1st, 1947, second party will faithfully perform the services and duties of Curator (Archaeology) in the San Diego Museum, as the same are hereinabove described, at the rate of Two Hundred Ten Dollars no/100 (\$210.00), 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 Ten Dollars (\$210.00) 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.

This contract shall take effect as of the 1st day of July, 1947, and shall remain in effect to and including the 30th day of June 1948.

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 and the day and year in this Agreement first above written.

THE CITY OF SAN DIEGO,
By F. A. RHODES
City Manager

H. THOMAS CAIN
Second Party

I HEREBY APPROVE the form of the foregoing Contract this 9th day of July, 1947.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with H. Thomas Cain for Services as Curator - Archaeology - San Diego Museum; being Document No. 375402.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Wilby Deputy

AMENDMENT TO CONTRACT

WHEREAS, The City of San Diego and American Pipe and Construction Co. heretofore entered into a written contract which is on file in the office of the City Clerk of said City under Document No. 372648, whereby said City agreed to buy, and American Pipe and Construction Co. agreed to sell, certain concrete pipe, of sizes and kinds more particularly specified in said contract; and

WHEREAS, said parties have agreed to amend said contract in the particulars hereinafter specified; NOW, THEREFORE,

IT IS HEREBY AGREED by and between The City of San Diego and American Pipe and Construction Co. as follows:

(1) That in lieu of the kinds, sizes and amounts of pipe, and the prices therefor, specified in said contract, Document No. 372648, The City of San Diego shall buy, and American Pipe and Construction Co. shall sell and deliver, concrete pipe of the following sizes and

types, in the following amounts, and at the following prices, to-wit:

80 Lin.Ft. 18" CS Reinf. Conc. Pipe at \$2.00,	\$ 160.00
72 Lin.Ft. 21" CS Reinf. Conc. Pipe at \$2.40,	172.80
66 Lin.Ft. 6" Plain bell-end conc. pipe at \$0.23,	15.18
741 Lin.Ft. 18" Plain bell-end conc. pipe at \$1.35,	1000.35
99 Lin.Ft. 21" Plain bell-end conc. pipe at \$1.90,	188.10
1 only; 18"x4" Plain bell-end conc. tee (3') at \$6.40,	6.40
1 only; 4"x4" Plain bell-end conc. tee (3') at \$1.75,	1.75
	<u>\$1544.58</u>

The above prices do not include the California State Sales Tax, which The City of San Diego will pay in addition to said prices.

(2) In all other respects, all the terms and conditions of said contract, Document No. 372648, shall remain in full force and effect and without change.

IN WITNESS WHEREOF, this agreement is executed by the City Manager of The City of San Diego, pursuant to a resolution of the City Council authorizing such execution, and the company has caused this agreement to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized, this 1st day of July, 1947.

THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager.

AMERICAN PIPE AND CONSTRUCTION CO.,
By M. M. BENJAMIN
Dist. Mgr.

(SEAL)

I hereby approve the form and legality of the foregoing Amendment to Contract this 11th day of July, 1947.

J. F. DuPAUL
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 Amendment to Contract with American Pipe and Construction Co. relative to Sale of Concrete Pipe; being Document No. 375442.

FRED W. SICK
City Clerk of the City of San Diego, California
By *John M. Willey* Deputy

FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 15th day of July, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, by and through its Council, hereinafter sometimes designated as the City, and AMERICAN PIPE AND CONSTRUCTION CO., a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the payments at the unit prices stated in the Bid Schedule attached hereto, and by this reference made a part hereof, to be paid to the Contractor by the City, in manner and form as hereinafter in attached specifications provided, the Contractor hereby covenants and agrees to and with the City to furnish required materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of Commercial Street Pipe Line, extending from Imperial Avenue and Churchward Street to Harbor Drive, in the City of San Diego, California, as per Schedule all as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of said City on the 5th day of May, 1947, marked Document No. 372845, that true copies of said plans and specifications, together with true copies of Notice to Contractors, Instructions to Bidders and Proposal are hereto attached, and by reference thereto incorporated herein and made a part hereof.

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 obligations and covenants by the Contractor herein undertaken and agreed upon, the Contractor shall be paid at the unit prices stated in the Bid Schedule and as in the specifications attached hereto.

ARTICLE III. The Contractor hereby agrees that he will be bound by each and every part of the plans and specifications, and do and cause to be done all of said work and improvement as specified in the specifications and as shown upon the plans, as the same may be interpreted by the Hydraulic Engineer, Division of Development and Conservation of the Water Department of said City, subject to approval by the City Manager and by the Council, evidenced by Resolution.

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

ARTICLE V. The Contractor shall keep harmless and indemnify the City of San Diego, its officers and agents, from all damage, cost or expense that arises or results from infringement of patent right of any one for use by The City of San Diego, its officers or agents, of articles supplied by the Contractor under this contract, of which he is not patentee, or which he is not entitled to use or sell.

ARTICLE VI. The Contractor further agrees and covenants that neither the Contractor, nor any subcontractor, doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided for in this contract to be done, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day in violation of the provisions of Section 196 of the Charter of The City of San Diego; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed by the Contractor or by any subcontractor upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic

is required or permitted to labor more than eight (8) hours in violation of the provisions of said Section of the City Charter; and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done any alien, contrary to the provisions of Section 197 of the Charter of The City of San Diego; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractor or any subcontractor, contrary to the provisions of said section, 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 laborers, workmen, and mechanics employed in the construction work contemplated by this contract shall be bona fide residents of The City of San Diego, to the extent that San Diego residents who are competent laborers, workmen, and mechanics of the various kinds or types required are available for employment at the minimum wages which the Contractor is hereby obligated to pay or at such higher wages as he is willing to pay.

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 that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the Contractor, or any subcontractor, in the performance of the work contemplated by this contract; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the Contractor, or by any subcontractor:

<u>Trade or Occupation</u>	<u>Per Diem Wages 8 Hours</u>
Air Tool Operator (Jackhammerman, Vibrator)	\$ 12.40
Carpenter, Journeyman	15.20
Cement Finisher	15.80
Fireman and Oiler	12.20
Iron Worker, Reinforcing	15.80
Laborer, Unskilled	10.80
Painter, Journeyman	14.00
Plumber	16.00
Powderman	13.60
Power Equipment Operators:	
Crane, Derrick	15.80
Dragline & Shovel	15.80
Mixer, Skip Type	14.20
Motor Patrol	15.20
Pavement Breaker	14.80
Roller	14.80
Tractor	15.20
Tractor with Boom Attachments	15.20
Trenching Machine	15.80
Truck Driver, less than 5 tons	11.40
Truck Driver, 5 to 10 tons	11.60
Truck Driver, 10 to 15 tons	12.00
Truck Driver, 15 to 20 tons	12.60
Truck Driver, 20 tons or more	14.20
Truck Driver, Dump Truck, less than 4 yds.	11.40
Truck Driver, Dump Truck, 4 to 8 yds.	11.60
Truck Driver, Dump Truck, 8 to 12 yds.	12.00
Truck Driver, Dump Truck, 12 to 15 yds.	12.60
Truck Driver, Dump Truck, 15 yds. or more	14.20
Sandblaster (Nozzleman)	14.20
Sandblaster (Pot Tender)	12.20
Welder & Fitter, Pipe Line	16.00
Welder & Fitter's Helper, Pipe Line	10.50

Foreman to receive not less than \$1.40 per diem above laborer or journeyman classification.

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$10.80 per diem of eight hours.

For overtime, when the same is permitted by law, not less than one and one-half times the foregoing rates. For work performed on Sundays and legal holidays as set forth in Section 10 of the Political Code of the State of California, not less than one and one-half times the above rates.

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

ARTICLE IX. In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies have been engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into, and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may --

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than sixty (60) days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending

the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or

(d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the Contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the Contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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 HARLEY E. KNOX
G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
ERNEST J. BOUD
CHAS. C. DAIL
VINCENT TO GODFREY
Members of the Council

(SEAL)
ATTEST:
FRED W. SICK
City Clerk
By HELEN M. WILLIG
Deputy

(SEAL)
AMERICAN PIPE AND CONSTRUCTION CO.
Contractor
By ROBERT V. EDWARDS
Vice-President

ATTEST:
G. CRAWFORD
Secretary

(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 30th day of June, A.D., 1947, before me, Thelma M. Johnson a Notary Public in and for said County and State, personally appeared Robert V. Edwards and G. Crawford, known to me to be the Vice President and Secretary of the American Pipe and Construction Co., the Corporation that executed the within Instrument, known to me to be the person who executed the within instrument, on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

(SEAL)
THELMA M. JOHNSON
Notary Public in and for said County and State
My Commission Expires April 12, 1948

I hereby approve the form and legality of the foregoing contract, this 16th day of July, 1947.

J. F. DuPAUL
By LOUIS M. KARP
Deputy City Attorney of The City of San Diego

FAITHFUL PERFORMANCE BOND

No. 4877546-A

KNOW ALL MEN BY THESE PRESENTS, That AMERICAN PIPE AND CONSTRUCTION CO., 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 held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Four hundred twenty-eight thousand one hundred eighty-nine dollars (\$428,189.00) (not less than one hundred per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego, for the payment of which well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally firmly by these presents.

Signed by us and dated this 26th day of June, 1947.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish any and all required labor, material, transportation and services for the construction of the Commercial Street Pipe Line, in the City of San Diego, California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of The City of San Diego on the 6th day of May, 1947, marked Document No. 372845, and consisting of Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications; true copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided, and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden principal, its 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 its 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.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seals this 26th day of June 1947, 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.

(SEAL)
ATTEST:
G. CRAWFORD
Secretary

AMERICAN PIPE AND CONSTRUCTION CO.
Principal
By ROBERT V. EDWARDS
Vice-President

(SEAL)
ATTEST:
THERESA FITZGIBBONS
Agent

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety
By D. E. GORTON
Attorney in Fact

COUNTERSIGNED:
JOHN BURNHAM & CO.
By Donald C. Burnham
Resident Agent

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

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

On this 26th day of June, 1947, 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 D. E. Gorton, 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.
My Commission Expires Feb. 18, 1950

(SEAL)

I hereby approve the form of the within Bond this 16 day of July, 1947.

J. F. DuPAUL by LOUIS M. KARP
Deputy 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 15th day of July, 1947.

HARLEY E. KNOX
G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
ERNEST J. BOUD
CHAS. C. DAIL
VINCENT TO GODFREY
Members of the Council

(SEAL)
ATTEST:
FRED W. SICK
City Clerk
By HELEN M. WILLIG
Deputy

FORM OF LABOR AND MATERIALMEN'S BOND No. 4877546-A

KNOW ALL MEN BY THESE PRESENTS, That AMERICAN PIPE AND CONSTRUCTION CO., 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 held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Two hundred fourteen thousand ninety-five dollars (\$214,095.00) (not less than fifty per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 26th day of June 1947.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish required materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of Commercial Street Pipe Line, in the City of San Diego, County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of said The City of San Diego on the 6th day of May, 1947, marked Document No. 372845, and consisting of Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications, true copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done;

And, whereas, the aforesaid penal sum of Two hundred fourteen thousand ninety-five Dollars (\$214,095.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work;

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 Chapter 3 of Division 5 of Title One of the Government Code of the State of California, 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 said Chapter 3, Division 5 of Title One of the Government Code.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of Civil Procedure of the State of California, 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 26th day of June, 1947, 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.

AMERICAN PIPE AND CONSTRUCTION CO.
Principal
By ROBERT V. EDWARDS
Vice-President

(SEAL)
ATTEST:
G. CRAWFORD
Secretary

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety
By D. E. GORTON
Attorney in Fact

(SEAL)
ATTEST:
THERESA FITZGIBBONS
Agent

COUNTERSIGNED:
JOHN BURNHAM & CO.
By DONALD C. BURNHAM
Resident Agent

STATE OF CALIFORNIA, } ss:
COUNTY OF LOS ANGELES }

On this 26th day of June, 1947, 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 D. E. Gorton, 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.

(SEAL) S. M. SMITH
Notary Public in and for the County of Los Angeles,
State of California.
My Commission Expires Feb. 18, 1950

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 15 day of July, 1947.

J. F. DuPAUL
By LOUIS M. KARP
Deputy 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 15th day of July 1947.

HARLEY E. KNOX
G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
CHAS. C. DAIL
ERNEST J. BOUD
VINCENT T. GODFREY
Members of the Council

(SEAL)
ATTEST:
FRED W. SICK
City Clerk
By HELEN M. WILLIG
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Commercial Street Pipe Line with the American Pipe and Construction Company; being Document No. 375447.

FRED W. SICK
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 GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and The Travelers Indemnity Company, a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SIX HUNDRED NINE and no/100 DOLLARS (\$609.00), 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 July, 1947.

WHEREAS, the above bounden SAN DIEGO GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to the provisions of the "Lighting District Ordinance of 1938" and amendments thereto, 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 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 GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY
Principal.
Vice President in Charge of Sales

(SEAL)
ATTEST:
R. C. CAVELL
Secretary

THE TRAVELERS INDEMNITY COMPANY
By FRANKLIN T. HALE Attorney-in-Fact
Surety.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 2nd day of July, 1947, before me personally came FRANKLIN T. HALE to me known, who being by me duly sworn, did depose and say: that he is Attorney-in-Fact of The Travelers Indemnity Company, the Corporation described in and which executed the foregoing instrument; that he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority granted to him in accordance with the By-Laws of the said Corporation, and that he signed his name thereto by like authority.

FRANCES S. BOWERS
Notary Public
My commission expires August 17, 1950

(SEAL)

I hereby approve the form of the foregoing Undertaking this 14th day of July, 1947.

J. F. DuPAUL
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. 86363 passed and adopted on the 24th day of June, 1947, require and fix the sum of \$509.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK
City Clerk of The City of San Diego.
By HELEN M. WILLIG
Deputy.

(SEAL)

CONTRACT FOR STREET LIGHTING.
Mission Beach Lighting District No. 1

THIS AGREEMENT, made and entered into this 22nd day of July, 1947, by and between SAN DIEGO 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 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, 1947, to-wit: to and including May 14, 1948.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Mission Beach Lighting District No. 1", filed March 28, 1947 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Thousand Nine Hundred Forty-eight and 80/100 Dollars (\$1948.80) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Mission Beach Lighting District No. 1 Fund."

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Four Hundred Eighty-seven and 20/100 Dollars (\$487.20) in twelve equal monthly installments, drawn upon the Street Light Fund of said City.

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of One Thousand Nine Hundred Forty-eight and 80/100 Dollars (\$1948.80) shall be paid out of any other fund than said special fund designated as "Mission Beach Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and amendments thereto and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of One Thousand Nine Hundred Forty-eight and 80/100 Dollars (\$1948.80).

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 "Lighting District Ordinance of 1938" and amendments thereto will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, other than said sum of Four Hundred Eighty-seven and 20/100 Dollars (\$487.20), nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

(SEAL)
ATTEST:
R. C. CAVELL
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY
Vice President in Charge of Sales

THE CITY OF SAN DIEGO.
By
G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
ERNEST J. BOUD
CHAS. C. DAIL
VINCENT T. GODFREY
Members of the Council.

(SEAL)
ATTEST:
FRED W. SICK
City Clerk.
By HELEN M. WILLIG, Deputy

I hereby approve the form of the foregoing Contract, this 14th day of July, 1947.

J. F. DuPAUL
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 Gas & Electric Company for Mission Beach Lighting District No. 1; being Document No. 375449.

FRED W. SICK
City Clerk of the City of San Diego, California
By J. H. McKinney Deputy

C O N T R A C T

THIS AGREEMENT, made this 15th day of July, 1947, 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, first party, hereinafter sometimes referred to as the "City," and EVERTS AND ESENOFF, Certified Public Accountants, second party, hereinafter sometimes designated as "the Accountants," 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 party is 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 party to make the annual audit required under Section 111 of the City Charter, covering a period of one year from July 1, 1946, to June 30, 1947, inclusive, and agrees to pay second parties therefor the amounts hereinafter set forth.

(2) The second party hereby accepts said employment, and agrees faithfully and to the best of its ability to perform said services required of it, and to accept in full compensation therefor the sums of money, hereinafter set forth.

The second party agrees to complete the said audit, and to submit a report thereof to the Council of said City not later than the 1st day of October, 1947.

(3) The City will pay to the Accountants, in full payment for the performance of all of the aforesaid services, an amount computed as follows: the said sum shall be based upon the number of hours worked by the Accountants and by accountants in their employ in the making of the said audit, at the following rates: CPA and Supervising Accountants, \$5.00 per hour; Senior Accountants, \$4.00 per hour; Semi-senior Accountants, \$3.00 per hour; Assistants, \$2.50 per hour; Stenographers, \$2.00 per hour; PROVIDED, however, that the total compensation to be paid for all of said services shall not exceed the sum of \$2,500.00.

It is mutually agreed and understood 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 Accountants 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. 86492 authorizing such execution, and by the said Accountants, by Carl M. Esenoff, a member of said firm, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By F. A. RHODES

EVERTS AND ESENOFF,
By CARL M. ESENOFF

I hereby approve the form and legality of the foregoing contract this 15th day of July, 1947.

J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Everts and Esenoff for Annual City Audit; being Document No. 375511.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Willis Deputy

BOND NO. 160628

KNOW ALL MEN BY THESE PRESENTS, That AAGE F. ANDERSEN, as Principal and THE TRAVELERS INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Five thousand two hundred twenty-eight Dollars (\$5,228.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 15th day of July, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish all labor, tools, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the construction of alterations and additions to the BOAT HOUSE at Santa Clara Point, in Mission Beach, in The City of San Diego, California;

WHEREAS, the aforesaid penal sum of Five thousand two hundred twenty-eight Dollars (\$5,228.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on, or furnish materials, to be used in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his heirs, executors, administrators and 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 Chapter 3 of Division 5 of Title I of the Government Code of the State of California; 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 said Chapter 3, Division 5, Title I of the Government Code provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of Civil Procedure of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the said principal and surety have executed this instrument, the day and year first hereinabove written.

AAGE F. ANDERSEN
Principal.

The premium charge for this bond is \$104.55.

(SEAL)

THE TRAVELERS INDEMNITY COMPANY
Surety.
By W. C. PHILLIPS
Attorney-in-Fact

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this 15th day of July, 1947, before me personally came W. C. Phillips to me known, who being by me duly sworn, did depose and say: that he is Attorney-in-Fact of The Travelers Indemnity Company, the Corporation described in and which executed the foregoing instrument; that he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority granted to him in accordance with the By-Laws of the said Corporation, and that he signed his name thereto by like authority.

(SEAL)

MARGUERITE STEVENS
Notary Public
My Commission expires June 2, 1951
NOTARY PUBLIC
in and for the County of Los Angeles, State of California

I hereby approve the form of the foregoing bond this 11th day of July, 1947.

J. F. DuPAUL
City Attorney.
By J. H. MCKINNEY
Deputy City Attorney.

I hereby approve the foregoing bond this 16th day of July, 1947.

NEAL D. SMITH
Asst. City Manager.

BOND NO. 160628

KNOW ALL MEN BY THESE PRESENTS, That AAGE F. ANDERSEN, as Principal and THE TRAVELERS INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of

Two thousand six hundred fourteen Dollars (\$2,614.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 15th day of July, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish all labor, tools, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the construction of alterations and additions to the BOAT HOUSE, at Santa Clara Point, in Mission Beach, in the City of San Diego, California; in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

AAGE F. ANDERSEN
Principal.

THE TRAVELERS INDEMNITY COMPANY
Surety.

(SEAL)

By W. C. PHILLIPS, Attorney-in-Fact

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this 15th day of July, 1947, before me personally came W. C. Phillips to me known, who being by me duly sworn, did depose and say: that he is Attorney-in-Fact of The Travelers Indemnity Company, the Corporation described in and which executed the foregoing instrument; that he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority granted to him in accordance with the By-Laws of the said Corporation, and that he signed his name thereto by like authority.

(SEAL)

MARGUERITE STEVENS
Notary Public

My commission expires June 2, 1951

NOTARY PUBLIC

in and for the County of Los Angeles,
State of California

I hereby approve the form of the within Bond, this 16th day of July, 1947.

J. F. DuPAUL
City Attorney.

By J. H. MCKINNEY
Deputy City Attorney.

I hereby approve the foregoing bond this 16th day of July, 1947.

NEAL D. SMITH
Asst. 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 15th day of July, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and AAGE F. ANDERSEN, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all labor, tools, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the construction of alterations and additions to the BOAT HOUSE at Santa Clara Point, in Mission Beach, in The City of San Diego, California; all in accordance with the plans and specifications therefor contained in Document No. 373961, on file in the office of the City Clerk of said City; which plans and specifications are by reference thereto incorporated herein and made a part of this contract the same as if herein set forth in full.

Said contractor hereby agrees to do and perform all of said work at and for the sum of ten thousand four hundred fifty-five dollars (\$10,455.00).

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

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by him to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of ten thousand four hundred fifty-five dollars (\$10,455.00); said payments to be made as follows: Upon the submission by the contractor and approval by the City Manager of an estimate of the work performed during the preceding 15-day period, there shall be paid to the contractor a sum equal to 90% of the value of the work performed during the previous 15-day period. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager, and when a release of all claims against the City 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 under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California, the final ten per cent (10%) will be paid by the City.

Said contractor further agrees not to underlet nor assign this contract, or any part thereof, to any one, without the consent of the Council, in writing, having been first obtained.

Said contractor further agrees to be bound by each and every part of said specifications as the same may be interpreted in case of dispute or question by the City Engineer of said City. Further, that contractor will protect from the elements all of the materials and supplies to be used in the performance of said work, and in case of damage to any portion of said work or materials or supplies to be used in the performance of said work by reason of accident,

the action of the elements, or any other cause whatsoever, before the final acceptance of said work, the contractor will repair or replace such damage, at contractor's own cost and expense.

The work shall be conducted under the immediate supervision of the City Engineer, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

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

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 contractor's 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 Laws, as set forth in the Labor Code of the State of California.

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 said Workmen's Compensation, Insurance and Safety Laws, said certificate of the insurance carrier to bear the date of the expiration of said policy.

Said contractor further agrees and covenants that neither said contractor, nor any sub-contractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases 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, \$10.00 for each laborer, workman or mechanic employed in the execution of this contract 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 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 Section 197 of the Charter of The City of San Diego, and that the said contractor shall forfeit as a penalty to the City \$10.00 for each alien knowingly employed upon any of the work provided in this contract to be done by the contractor, or by any sub-contractor, contrary to the provisions of said Charter, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

The contractor further agrees that in the performance of the work contemplated by this contract said contractor will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the contractor or any subcontractor in the performance of the work contemplated by this contract; and that the contractor shall forfeit as a penalty to the City \$10.00 for each laborer, workman or mechanic employed, for each calendar day or portion thereof such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the contractor, or by any subcontractor:

<u>Trade or Occupation</u>	<u>Wage Per 8-Hour Day.</u>
Concrete mixer operators, skip type,	\$ 14.20
Carpenters,	15.20
Plumbers,	15.00
Painters,	14.00
Electricians,	17.00
Cement finishers,	15.80
Laborers - general or construction,	10.80
Lathers,	18.00
Plasterers,	18.00
Plasterers' tenders,	15.40
Roofers (mopped on)	14.00
Sheet metal workers,	14.00
Any classification omitted herein not less than	10.80

For overtime, when the same is permitted by law, one and one-half times the foregoing rates. For work performed on Sundays and legal holidays, as set forth in Section 10 of the Political Code of the State of California, one and one-half times the foregoing rates.

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

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

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

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. 85421 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 NEAL D. SMITH
Asst. City Manager.

AAGE F. ANDERSEN
Contractor.

I hereby approve the form and legality of the foregoing contract this 16th day of July, 1947.

J. F. DuPAUL
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 AAGE F. ANDERSEN for Alterations and Additions to Boat House at Santa Clara Point, Mission Beach; being Document No. 375523.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Willig Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: Lot 29 and 30 Block 5 Subdivision Nordica Heights
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Nordica
WATER MAIN HAS BEEN INSTALLED BETWEEN 41st and 42nd
TOTAL AMOUNT TO BE PAID Fifty and no/100 Dollars. (\$50.00)
NO. OF EQUAL INSTALLMENTS 5 AMOUNT OF EACH INSTALLMENT \$10.00

PURSUANT TO PROVISIONS OF ORDINANCE NO. 3063 (New Series) AND ORDINANCE NO. 3173 (New Series) OF THE ORDINANCES OF THE CITY OF SAN DIEGO, CALIFORNIA, PROVIDING FOR THE INSTALLATION OF PERMANENT WATER MAINS IN CITY STREETS AND ALLEYS AND THE METHOD OF PAYMENT OF SUCH INSTALLATIONS, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED PROPERTY FOR AND IN CONSIDERATION OF THE CITY OF SAN DIEGO'S INSTALLATION OF A PERMANENT WATER MAIN AS DESIGNATED HEREIN HEREBY AGREE TO PAY TO THE CITY OF SAN DIEGO, CALIFORNIA, THE AMOUNT SPECIFIED ABOVE IN EQUAL MONTHLY INSTALLMENTS IN ACCORDANCE WITH THE SCHEDULE OF PAYMENTS ON THE REVERSE SIDE HEREOF, AND THE UNDERSIGNED FURTHER AGREES THAT ANY SALE OF THE PROPERTY HEREIN MENTIONED AND DESCRIBED SHALL TERMINATE THIS AGREEMENT AND ANY UNPAID BALANCE SHALL BECOME DUE AND PAYABLE IMMEDIATELY. FIRST INSTALLMENT DUE AND PAYABLE ON EXECUTION OF THIS AGREEMENT.

CITY OF SAN DIEGO
By G. E. ARNOLD
Assistant City Manager

OWNER'S SIGNATURE
ADDRESS

EUGENE V. LUND
4132 Nordica St.

APPROVED AS TO FORM:
J. F. DuPAUL
City Attorney
By J. H. McKINNEY
Deputy City Attorney

DATE

April 25, 1947

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 25th day of April, A.D. Nineteen Hundred and 47 before me August M. Wadstrom, A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Eugene V. Lund 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)

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

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
4/25/47	10.00	4/25/47	4503
5/25/47	10.00		
6/25/47	10.00		
7/25/47	10.00		
8/25/47	10.00		

RECORDED MAY 22, 1947 15 Min. Past 10 A.M. in Book 2413 at Page 171 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY

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 Payment for Installation of Water Main Agreement From Eugene V. Lund; being Document No. 373116.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: Lot 33 and 34 Block 22 Subdivision Kimball
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Island
WATER MAIN HAS BEEN INSTALLED BETWEEN 25th St. and 26th St.

TOTAL AMOUNT TO BE PAID	50.00 (Fifty)	DOLLARS (\$50.00)
NO. OF EQUAL INSTALLMENTS	1 -	AMOUNT OF EACH INSTALLMENT \$10.00
	8 -	5.00

PURSUANT TO PROVISIONS OF ORDINANCE NO. 3063 (New Series) AND ORDINANCE NO. 3173 (New Series) OF THE ORDINANCES OF THE CITY OF SAN DIEGO, CALIFORNIA, PROVIDING FOR THE INSTALLATION OF PERMANENT WATER MAINS IN CITY STREETS AND ALLEYS AND THE METHOD OF PAYMENT OF SUCH INSTALLATIONS, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED PROPERTY FOR AND IN CONSIDERATION OF THE CITY OF SAN DIEGO'S INSTALLATION OF A PERMANENT WATER MAIN AS DESIGNATED HEREIN, HEREBY AGREE TO PAY TO THE CITY OF SAN DIEGO, CALIFORNIA, THE AMOUNT SPECIFIED ABOVE IN EQUAL MONTHLY INSTALLMENTS IN ACCORDANCE WITH THE SCHEDULE OF PAYMENTS ON THE REVERSE SIDE HEREOF, AND THE UNDERSIGNED FURTHER AGREES THAT ANY SALE OF THE PROPERTY HEREIN MENTIONED AND DESCRIBED SHALL TERMINATE THIS AGREEMENT AND ANY UNPAID BALANCE SHALL BECOME DUE AND PAYABLE IMMEDIATELY. FIRST INSTALLMENT DUE AND PAYABLE ON EXECUTION OF THIS AGREEMENT.

CITY OF SAN DIEGO
By G. E. ARNOLD
Assistant City Manager

OWNER'S SIGNATURE AVELINO FERNANDEZ
ADDRESS 2528 Island Avenue

APPROVED AS TO FORM:
J. F. DuPAUL
City Attorney
By J. H. McKINNEY
Deputy City Attorney

DATE April 19, 1947

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 19th day of April, A.D. Nineteen Hundred and 47 before me August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Avelino Fernandez 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) AUGUST M. WADSTROM
Notary Public in and for the County of San Diego,
State of California

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
4/19/47	10.00	4/19/47	4486
5/19/47	5.00		
6/19/47	5.00		
7/19/47	5.00		
8/19/47	5.00		
9/19/47	5.00		
10/19/47	5.00		
11/19/47	5.00		
12/19/47	5.00		

RECORDED MAY 22, 1947 15 Min. Past 10 A.M. in Book 2413 at Page 184 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY
W. J. McCARTHY

I certify that I have correctly transcribed this document in above mentioned book.
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Payment for Installation of Water Main Agreement from Avelino Fernandez; being Document No. 373117.

FRED W. SICK
City Clerk of the City of San Diego, California
By Kelan M. Wilk Deputy

SATISFACTION OF CONTRACT

WHEREAS, all sums agreed to be paid by that certain contract made and entered into by and between J. A. Brennan Owner, and The City of San Diego, dated November 15, 1946, recorded in the office of the Recorder of San Diego County, California, on November 22, 1947, in Book 2287, Page 180, of Official Records, have been paid.

THE CITY OF SAN DIEGO
By G. E. ARNOLD
Assistant City Manager

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

On this 13th day of May, A.D. Nineteen Hundred and forty-seven before me _____, a Notary Public in and for said county, residing therein, duly commissioned and sworn, personally appeared G. E. Arnold 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.

(SEAL)

CLARK M. FOOTE, JR.
Notary Public in and for the County of San Diego,
State of California

My Commission Expires March 17, 1951

RECORDED MAY 22, 1947 15 Min. Past 10 A.M. in Book 2413 at Page 177 of Official Records,
San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY

I certify that I have correctly transcribed this document in above mentioned book.
S. 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
Satisfaction of Contract to J. A. Brennan; being Document No. 373137.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

A G R E E M E N T

Regarding moving and maintaining a single family residence.
Regarding use of parcel of land as a building site.

STATE OF CALIFORNIA } SS.
COUNTY OF SAN DIEGO }

Arthur R. Johnson and L. Marie Johnson, after being first duly sworn, each for himself deposes and says:

That we are the owners of the hereinafter described real property:

Lot East one-half of the West one-half of Lot "G" Block----
Subdivision Encanto, located at north side of Detroit Street, approximately 1150 ft. west of
65th Street.

THAT we desire to move in and maintain a single family residence on portion of original
lot and have applied for a Zone Variance under petition No. 4739, dated April 22, 1947:

THAT we, in consideration of approval granted by the City of San Diego to move in and
maintain said single family residence by Zoning Committee Resolution No. 2233, dated
May 8, 1947:

do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation,
that if and when Detroit Street is widened, we will then grant an easement 10 ft. wide,
across the front of the above described property, to the City of San Diego, to be used for
street purposes.

THAT this agreement shall run with the land and be part of a general plan for the pro-
tection and benefit of all parties concerned, and that if the property should hereafter be
conveyed to any other person, firm or corporation that the instrument by means of which
title or any interest in or to said real property, or any parcel thereof, is conveyed will
contain a restriction limiting the use of the part or parcel so conveyed, or in the event
of the conveyance of the whole of said property hereinbefore described, then to use the
whose of said property in keeping with this agreement.

ARTHUR R. JOHNSON
Owner's Name
2445 K. St. S.D.
Address

L. MARIE JOHNSON
Owner's Name
2445 K St. San Diego
Address

On this _____ day of MAY 14, 1947 A.D. Nineteen Hundred and _____, before me, R. L.
Eccles A Notary Public in and for said County, residing therein, duly commissioned and
sworn, personally appeared _____ 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.

(SEAL)

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

My Commission Expires Dec. 14, 1947

RECORDED MAY 22, 1947 15 Min. Past 10 A.M. in Book 2413 at Page 179 of Official Records,
San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY

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
Agreement from Arthur R. Johnson and L. Marie Johnson to City of San Diego; being Document
No. 373204.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

CITY OF SAN DIEGO

AGREEMENT

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, and

WHEREAS, S. Ray Martin is the owner of Lot 12, Block 8, of Gardner's Addition. NOW, THEREFORE, This AGREEMENT, signed and executed this 9th day of May, by S. Ray Martin, I will, for and in consideration of the permission granted to remove 24 feet of curbing on south side of A Street east of 15th Street and adjacent to the above described property, bind to, and I 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 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 S. Ray Martin 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. S. RAY MARTIN 1041-31st. San Diego, Calif.

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

On this 9th day of May, A.D. Nineteen Hundred and forty seven before me Mildred L. Neal, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared S. Ray Martin known to me to be the person---described in and whose name is suscribed 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) MILDRED L. NEAL Notary Public in and for the County of San Diego, State of California

My Commission Expires May 31, 1950

I hereby approve the form of the foregoing agreement this 15th day of May, 1947. J. F. DuPAUL, City Attorney By HARRY S. CLARK Deputy City Attorney

RECORDED MAY 22, 1947 15 Min. Past 10 A.M. in Book 2413 at Page 185 of Official Records, San Diego Co., Cal. Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder By Deputy A. S. GRAY 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 S. Ray Martin; being Document No. 373207. FRED W. SICK City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy AGREEMENT

Regarding construction of an auxiliary building. Regarding use of auxiliary building as rumpus room, laundry room and storage & garage.

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

Theodore M. Coryell and Alice E. Coryell, after being first duly sworn, each for himself deposes and says:

That we are the owners of the hereinafter described real property: Lot Por. of Lot 5, Pueblo Lot 255 a parcel of land Block Subdivision 247' 6" by 177', located at Southeast corner of Goldfield and Littlefield Streets, 4231 Littlefield St.

THAT we desire to construct an auxiliary building, 38 ft. by 26 ft. on the center of the lot to be used as a rumpus room, laundry room, garage and for storage and have requested permission by the Planning Commission;

THAT we, in consideration of approval granted by the City of San Diego to construct said auxiliary building, by City Planning Commission at their regular meeting May 14, 1947; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that we will use said building as a rumpus room, garage, laundry room and for storage. It will be used in conjunction with the existing single family residence and will not be rented as a separate living unit.

THAT this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part of parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

THEODORE M. CORYELL Owner's Name 4201 Littlefield St. Address ALICE E. CORYELL Owner's Name 4231 Littlefield Address

On this 14th day of May A.D. Nineteen Hundred and Forty seven, before me, August M. Wadstrom a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Theodore M. & Alice E. Coryell known to me to be the person described in and whose name 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.

AUGUST M. WADSTROM
Notary Public in and for the County of San Diego,
State of California
RECORDED MAY 22, 1947 15 Min. Past 10 A.M. in Book 2413 at Page 187 of Official Records,
San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY

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
Agreement from Theodore M. Coryell and Alice E. Coryell to City of San Diego; being Document
No. 373220.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willy Deputy

CITY OF SAN DIEGO

AGREEMENT

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, and
WHEREAS, Leona D. Morton is the owner of Lot 7 Block _____, of Metropolitan Center,

NOW, THEREFORE, This AGREEMENT, signed and executed this 8th day of May, 1947, by
Leona Morton, I will, for and in consideration of the permission granted to remove 15 feet
of curbing on El Cajon Blvd. between Reservoir Street and 57th 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 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, 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.

LEONA D. MORTON
4261 Chamoune Ave.
Zone 5

INDIVIDUAL ACKNOWLEDGMENT

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

On this 8th day of May, A.D. Nineteen Hundred and 47 before me Lucile M. Fargo, a
Notary Public in and for said County, residing therein, duly commissioned and sworn, person-
ally appeared Leona D. Morton known to me to be the person described in and whose name is
suscribed 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.

LUCILE M. FARGO
(SEAL) Notary Public in and for the County of San Diego,
State of California

My Commission Expires Nov. 11, 1950

I hereby approve the form of the foregoing agreement this 15th day of May, 1947.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK,
Deputy City Attorney

RECORDED MAY 22, 1947 15 Min. Past 10 A.M. in Book 2413 at Page 178 of Official Records,
San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY

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 Leona D. Morton; being Document No. 373437.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willy Deputy

CITY OF SAN DIEGO

AGREEMENT

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, and
WHEREAS, Leona D. Morton is the owner of Lot 11 Block _____, of Metropolitan Center.

NOW, THEREFORE, This AGREEMENT, signed and executed this 8th day of May, 1947, by
Leona Morton, I will, for and in consideration of the permission granted to remove 15 feet
of curbing on El Cajon Blvd. between Reservoir Street and 57th 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.

And 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 agreement herein named.

LEONA D. MORTON
4261 Chamoune Ave.
Zone 5

INDIVIDUAL ACKNOWLEDGMENT

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

On this 8th day of May, A.D. Nineteen Hundred and 47 before me Lucile M. Fargo, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Leona D. Morton 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.

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

(SEAL)

My Commission Expires No. 11, 1950

I hereby approve the form of the foregoing agreement this 16th day of May, 1947.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK,
Deputy City Attorney

RECORDED MAY 22, 1947 15 Min. Past 10 A. M. in Book 2413 at Page 186 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY
W. J. MCCARTHY

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

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Leona D. Morton; being Document No. 373438.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy

CITY OF SAN DIEGO

AGREEMENT

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, and WHEREAS, Southern California Freight Lines, Ltd. is the owner of Lots E & F Block 138, of Horton's Addition.

NOW, THEREFORE, This AGREEMENT, signed and executed this 9th day of May, 1947, by Southern California Freight Lines, Ltd. I (We) will, for and in consideration of the permission granted to remove 14 & 13 feet of curbing on Sixth Street between K Street and L 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.

And further agree that this agreement shall be binding on ourselves successors and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

Southern California Freight Lines, Ltd.

By H. J. BISCHOFF, President
H. J. Bischoff

1121 Mateo Street, Los Angeles 21

ATTEST: J. A. FARRELL, Secretary
J. A. Farrell

CORPORATION ACKNOWLEDGMENT

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

On this day May 9, A. D. Nineteen Hundred and 47, before me Beatrice M. Heidecker, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H. J. Bischoff and J. A. Farrell, known to me to be the president and secretary of the corporation that executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

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

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

OFFICIAL
SEAL

My Commission Expires Dec. 27, 1947

I hereby approve the form of the foregoing agreement this 16th day of May, 1947.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK,
Deputy City Attorney

RECORDED MAY 22, 1947 15 Min Past 10 A.M. in Book 2413 at Page 177 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY

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 Southern California Freight Lines, Ltd.; being Document No.
373439.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF
THE WORK PERFORMED BY FRANKS DREDGING COM-
PANY, UNDER ITS CONTRACTS FOR THE FILLING
AND DREDGING OF PORTIONS OF MISSION BAY,
IN THE CITY OF SAN DIEGO, CALIFORNIA

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by The City of San Diego that the work performed by Franks Dredging Company under its contract for the filling and dredging of a portion of Mission Bay at Jersey Court to San Jose Place, which contract is contained in Document No. 366078, on file in the office of the City Clerk of said City, and under its supplemental contract for the filling and dredging of a portion of Mission Bay, between Gleason and El Carmel Points, which supplemental contract is contained in Document No. 370795, on file in the office of said City Clerk, has been performed to the satisfaction of the City Planning Director and City Manager of said City in charge of and having supervision of said work on April 26, 1947.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on May 20, 1947, by resolution duly and regularly passed and adopted, officially accepted the said work performed by Frank Dredging Company. A certified copy of the resolution of the City Council accepting said work is attached hereto and made a part of this notice the same as though fully set forth herein.

Dated at San Diego, California, this 20th day of May, 1947.

(SEAL)

THE CITY OF SAN DIEGO
By FRED W. SICK
City Clerk

RESOLUTION NO. 86082

WHEREAS, it appears by a communication from Glenn Rick, City Planning Director, approved by the City Manager of The City of San Diego, on file with the City Clerk of said City, that the work performed by Franks Dredging Company under the contract for the filling and dredging of a portion of Mission Bay at Jersey Court to San Jose Place, which contract is contained in Document No. 366078, on file in the office of the City Clerk of said City, and under the supplemental contract for the filling and dredging of a portion of Mission Bay, between Gleason and El Carmel Points, which supplemental contract is contained in Document No. 370795, has been performed, and said contracts have been completed in accordance with the plans and specifications therefor to the satisfaction of the City Planning Director and City Manager of said City, and the acceptance thereof is recommended; NOW, THEREFORE,

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

That the work performed by Franks Dredging Company under the contracts for the filling and dredging of portions of Mission Bay, as hereinabove described, be, and the same is hereby accepted by The City of San Diego.

BE IT FURTHER RESOLVED that any and all moneys withheld from said contractor under the provisions of said contract, shall be payable at the time, in the manner, upon the conditions, and subject to the provisions of said contract.

BE IT FURTHER RESOLVED, that the City Clerk be, and he is hereby instructed to execute and file with the County Recorder of San Diego County, California, a notice of the completion and acceptance of said contract work by said City.

Passed and adopted by the said Council of the said City of San Diego, California, this 20th day of May, 1947, by the following vote, to-wit:

YEAS--Councilmen: CRARY, WINCOTE, BLASE, BOUD, DAIL, GODFREY, MAYOR KNOX.
NAYS--Councilmen: NONE
ABSENT--Councilmen: NONE

HARLEY E. KNOX
Mayor of the City of San Diego, California
FRED W. SICK
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.

FRED W. SICK
City Clerk of the City of San Diego, California
By AUGUST M. WADSTROM, Deputy

(SEAL)

I HEREBY CERTIFY the above to be a full, true and correct copy of Resolution No. 86082 of the Council of the City of San Diego, California, as adopted by said Council May 20, 1947.

FRED W. SICK
City Clerk
By F. T. PATTEN,
Deputy

(SEAL)

RECORDED MAY 22, 1947 15 Min. Past 10 A.M. in Book 12413 at Page 170 of Official Records,
San Diego Co., Cal.

Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY

I certify that I have correctly transcribed this document/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
Notice of Completion & Acceptance of Franks Dredging Co. on Mission Bay Dredging; being
Document No. 373529.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy

CITY OF SAN DIEGO

AGREEMENT

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, and
WHEREAS, George W. Carter is the owner of Lots 39 to 48 inclusive, Block 5, of Bungalow Park Addition, San Diego.

NOW, THEREFORE, This AGREEMENT, signed and executed this 15th day of May, 1947, by George W. Carter, I will, for and in consideration of the permission granted to install 22' feet of curbing on Euclid Street between Myrtle and Upas 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.

And 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 agreement herein named.

GEORGE W. CARTER
138 No. Orlando Ave., Los Angeles, Calif.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 15th day of May, A.D. Nineteen Hundred and Forty-seven before me Grace V. Alexander, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared George W. Carter known to me to be the person---described in and whose name is suscribed 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 Los Angeles, County of Los Angeles, State of California, the day and year in this certificate first above written.

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

(SEAL)

My Commission Expires May 2, 1950

I hereby approve the form of the foregoing agreement this 21st day of May, 1947.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK,
Deputy City Attorney

RECORDED MAY 31, 1947 29 Min. Past 10 A.M. in Book 2410 at Page 480 of Official Records,
San Diego Co., Cal.
Recorded at Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. COLE
A. T. HOAR

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

Copyist County Recorder's Office, S.D. County, Calif.
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from George W. Carter; being Document No. 373507.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy

CITY OF SAN DIEGO

AGREEMENT

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, and
WHEREAS, Mrs Mary Ann Gleason is the owner of Lot West 1/2 (W.1/2) of Lots "J" "K" & "L", Block 178, of Horton's Addition to City of San Diego

NOW, THEREFORE, This AGREEMENT, signed and executed this 4/10 day of 1947, by that we will, for and in consideration of the permission granted to remove 18' feet of curbing on Broadway between 14th St. and 15th St. 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.

And 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 agreement herein named.

MARY A. GLEASON
4775 Reno Drive

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

On this 15 day of May, A.D. Nineteen Hundred and 47 before me Norene S. Woolsey, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared before me and 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 the, County of San Diego, State of California, the day and year in this certificate first above written.

NORENE S. WOOLSEY (SEAL)
Notary Public in and for the County of San Diego,
State of California

My Commission Expires Feb. 25, 1951

I hereby approve the form of the foregoing agreement this 21st day of May, 1947.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK,
Deputy City Attorney

RECORDED MAY 31, 1947 29 Min. Past 10 A.M. in Book 2410 at Page 495 of Official Records,
San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy D. COLE

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

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 A. Gleason; being Document No. 373508.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helena M. Willey Deputy

CITY OF SAN DIEGO

AGREEMENT

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, and

WHEREAS, Joseph Geyer is the owner of Lot 9, Block 53, of Shermans.

NOW, THEREFORE, This AGREEMENT, signed and executed this 5/22 day of May, by Joseph Geyer, I I will, for and in consideration of the permission granted to remove 20 feet of curbing on 120-16th St. between Imperial Ave. and L St. 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.

And further agree that this agreement shall be binding on myself 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.

JOSEPH GEYER
131-15th St. San Diego, 2

WITNESS: RAYMOND ARNOLD

INDIVIDUAL ACKNOWLEDGMENT

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

On this 21st day of May, A.D. Nineteen Hundred and forty-seven before me Clark M. Foote, Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Joseph Geyer 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) CLARK M. FOOTE JR.
Notary Public in and for the County of San Diego,
State of California

My Commission Expires March 17, 1951

I hereby approve the form of the foregoing agreement this 23rd day of May, 1947.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 31, 1947 29 Min. Past 10 A.M. in Book 2410 at Page 485 of Official Records,
San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy D. COLE

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

A. T. HOAR

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 Geyer; being Document No. 373553.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helena M. Willey Deputy

CITY OF SAN DIEGO

AGREEMENT

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, and WHEREAS, Hans Saxer is the owner of Lots 19, 20, 21, 22, Block 12, of Reed & Hubbell. NOW, THEREFORE, This AGREEMENT, signed and executed this 19th day of May 1947, by Hans Saxer, I(We) I will, for and in consideration of the permission granted to remove 21'-0" feet of curbing on National Ave. between 26th St. and 27th St. adjacent to the above described property, bind myself to, and do 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 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 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.

HANS SAXER
2879 - Ivy Street
J. F. DuPAUL, City Attorney
By HARRY S. CLARK,
Deputy City Attorney

I hereby approve the form of the foregoing agreement this 23rd day of May, 1947.

RECORDED MAY 31, 1947 29 Min. Past 10 A.M. in Book 2410 at Page 485 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy D. COLE
A. T. HOAR

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

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Hans Saxer; being Document No. 373664.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy

CITY OF SAN DIEGO

AGREEMENT

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, and WHEREAS, Harry A. Azus is the owner of Lot F, Block 75, of Horton's.

NOW, THEREFORE, This AGREEMENT, signed and executed this 20th day of May, by Harry A. Azus, I(We) will, for and in consideration of the permission granted to remove 40 feet of curbing on "G" St. between 11th and 12th 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.

And further agree that this agreement shall be binding on Myself 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.

HARRY A. AZUS
114 Kalmia

INDIVIDUAL ACKNOWLEDGMENT

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

On this 20th day of May, A.D. Nineteen Hundred and Forty-Seven before me _____, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Harry A. Azus known to me to be the person described in and whose name is suscribed 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. C. ANDERSON (SEAL)
Notary Public in and for the County of San Diego,
State of California

My Commission Expires April 7, 1950

I hereby approve the form of the foregoing agreement this 23rd day of May, 1947.

J. F. DuPAUL, City Attorney
By Harry S. Clark,
Deputy City Attorney

RECORDED MAY 31, 1947 29 Min. Past 10 A.M. in Book 2410 at Page 480 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy D. COLE
A. T. HOAR

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

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Harry A. Azus; being Document No. 373655.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy

SATISFACTION OF CONTRACT

WHEREAS, all sums agreed to be paid by that certain contract made and entered into by and between Mrs. C. H. Burrows Owner, and The City of San Diego, dated July 3, 1946, recorded in the office of the Recorder of San Diego County, California, on July 15, 1946, in Book 2171, Page 445, of Official Records, have been paid.

THE CITY OF SAN DIEGO
By G. E. ARNOLD
Assistant City Manager

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

On this 20th day of May, A.D. Nineteen Hundred and forty-seven before me Clark M. Foote Jr., a Notary Public in and for said county, residing therein, duly commissioned and sworn, personally appeared G. E. Arnold 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.

CLARK M. FOOTE JR.
Notary Public in and for the County of San Diego,
State of California

(SEAL)
My Commission Expires March 17, 1951
RECORDED MAY 31, 1947 29 Min. Past 10 A.M. in Book 2410 at Page 487 of Official Records,
San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy D. COLE

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

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 Satisfaction of Contract from City of San Diego to Mrs. C. H. Burrows; being Document No. 373770.

FRED W. SICK
City Clerk of the City of San Diego, California
By *Helen M. Wilby* Deputy

SATISFACTION OF CONTRACT

WHEREAS, all sums agreed to be paid by that certain contract made and entered into by and between Arnold Witto Owner, and The City of San Diego, dated January 16, 1947, recorded in the office of the Recorder of San Diego County, California, on January 30, 1947, in Book 2333, Page 116, of Official Records, have been paid.

THE CITY OF SAN DIEGO
By G. E. ARNOLD
Assistant City Manager

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

On this 23rd day of May, A.D. Nineteen Hundred and forty-seven before me Clark M. Foote, Jr., a Notary Public in and for said county, residing therein, duly commissioned and sworn, personally appeared G. E. Arnold 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.

CLARK M. FOOTE JR.
Notary Public in and for the County of San Diego,
State of California

(SEAL)
My Commission Expires March 17, 1951
RECORDED MAY 31, 1947 29 Min. Past 10 A.M. in Book 2410 at Page 482 of Official Records,
San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy D. COLE

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

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 Satisfaction of Contract from City of San Diego to Arnold Witto; being Document No. 373771.

FRED W. SICK
City Clerk of the City of San Diego, California

By *Helen M. Wilby* Deputy

SATISFACTION OF CONTRACT

WHEREAS, all sums agreed to be paid by that certain contract made and entered into by and between Mrs. M. Nelson Owner, and The City of San Diego, dated January 16, 1947, recorded in the office of the Recorder of San Diego County, California, on January 30, 1947, in Book 2333, Page 117, of Official Records, have been paid.

THE CITY OF SAN DIEGO
By G. E. Arnold
Assistant City Manager

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

On this 23rd day of May, A.D. Nineteen Hundred and forty-seven before me Clark M. Foote Jr., a Notary Public in and for said county, residing therein, duly commissioned and

sworn, personally appeared G. E. Arnold 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.

(SEAL) CLARK M. FOOTE JR.
Notary Public in and for the County of San Diego,
State of California

My Commission Expires March 17, 1951
RECORDED MAY 31, 1947 29 Min. Past 10 A.M. in Book 2410 at Page 489 of Official Records,
San Diego Co., Cal.
Recorded at Request of Grantee

I certify that I have correctly transcribed this document in above mentioned book.
ROGER N. HOWE, County Recorder
By Deputy D. COLE
A. T. HOAR

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
Satisfaction of Contract from City of San Diego to Mrs. M. Nelson; being Document No. 373772.
FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Webber Deputy

SATISFACTION OF CONTRACT

WHEREAS, all sums agreed to be paid by that certain contract made and entered into by and between Virginia P. Livermore Owner, and The City of San Diego, dated October 1, 1945, recorded in the office of the Recorder of San Diego County, California, on October 15, 1945, in Book 2259, Page 287, of Official Records, have been paid.

THE CITY OF SAN DIEGO
By G. E. ARNOLD
Assistant City Manager

STATE OF CALIFORNIA, }
COUNTY OF SAN DIEGO } -ss.

On this 23rd day of May, A.D. Nineteen Hundred and forty-seven before me Clark M. Foote, Jr., a Notary Public in and for said county, residing therein, duly commissioned and sworn, personally appeared G. E. Arnold 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.

(SEAL) CLARK M. FOOTE JR.
Notary Public in and for the County of San Diego,
State of California

My Commission Expires March 17, 1951
RECORDED MAY 31, 1947 29 Min. Past 10 A.M. in Book 2410 at Page 484 of Official Records,
San Diego Co., Cal.
Recorded at Request of Grantee

I certify that I have correctly transcribed this document in above mentioned book.
ROGER N. HOWE, County Recorder
By Deputy D. COLE
A. T. HOAR

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
Satisfaction of Contract from City of San Diego to Virginia P. Livermore; being Document No. 373773.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Webber

A G R E E M E N T

Regarding construction of a store building with 3 ft setback.

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } SS.
CITY OF SAN DIEGO }

Reg Stalmer, after being first duly sworn, for himself deposes and says:
That I am the owner of the hereinafter described real property:
Lots 10 and 11 Block _____ Subdivision G. A. Bush Addition, located at Northeast corner of 5th and University

THAT I desire to construct a store building 3 ft. from the property line on University Avenue and have applied for a variance to the Zoning Ordinance by Application No. 3551, dated February 19, 1946:

THAT I, in consideration of approval granted by the City of San Diego to construct said building 3 ft. from the property line on University Avenue by Zoning Committee Resolution No. 1392, dated March 14, 1946; and extended by Zoning Committee Resolution No. 2291, dated May 22, 1947 do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that if and when the street is widened, the building will be moved back. If the widening is done within two (2) years from the date of Resolution No. 2291, I will expect the City to pay the cost of the moving, but after two (2) years, I will pay the cost of moving.

THAT this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which

title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

REG STALMER
305 Washington

On this 26th day of May A.D. Nineteen Hundred and forty-seven, before me, Virginia O. Hoff 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 _____ County of San Diego, State of California, the day and year in this certificate first above written.

VIRGINIA O. HOFF

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

(SEAL)

My Commission Expires July 14, 1950

RECORDED MAY 31, 1947 29 Min. Past 10 A.M. in Book 2410 at Page 483 of Official Records,
San Diego Co., Cal.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy D. COLE

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

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 Reg Stalmer relative to store building at Northeast corner of 6th and University Avenues; being Document No. 373780.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy

A G R E E M E N T

Regarding construction of Single family residence.
Regarding use of portion of lot as a building site.

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

Howard L. Brady and Rosalee Brady, after being duly sworn, each for himself deposes and says:

That we are the owners of the hereinafter described real property:

Lot North 50 ft. of South 200 ft. of West 190 ft. of Lot 21 Block _____ Subdivision La Mesa Colony, located at East of Seminole Drive, 1800 ft. south of El Cajon Boulevard.

THAT we desire to construct a single family residence on portion of original lot and have applied for a Zone Variance under Petition No. 4817, dated May 8, 1947.

THAT we, in consideration of approval granted by the City of San Diego to construct and maintain said single family residence by Zoning Committee Resolution No. 2270, dated May 22, 1947 do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that when the City requests it, we will then grant an easement 10 ft. wide across the front of the above-described property to be used for street purposes; that a 35 ft. setback will be maintained from the present property line.

THAT this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

HOWARD C. BRADY
3128 El Cajon Blvd.

ROSALEE BRADY
3128 El Cajon Blvd.

On this _____ day of _____ A.D. Nineteen Hundred and _____, before me, _____ A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared _____ known to me to be the person described in and whose name _____ subscribed to the within instrument, and acknowledged to me that _____ 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.

LEO CLIFTON JORDAN

(SEAL)

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

My Commission Expires June 25, 1949

RECORDED MAY 31, 1947 29 Min. Past 10 A.M. in Book 2410 at Page 483 of Official Records,
San Diego Co., Cal.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy D. COLE

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

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 Howard L. Brady and Rosalee Brady; being Document No. 373783.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT 45 & E1/2 of Lot 46
 BLOCK 1 SUBDIVISION North Highland Park

NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Bramson Pl.

WATER MAIN HAS BEEN INSTALLED BETWEEN Boundary AND Thirty-third

TOTAL AMOUNT TO BE PAID Thirty Seven and 50/100 DOLLARS. (\$37.50)

NO. OF EQUAL INSTALLMENTS One of \$7.50 6 AMOUNT OF EACH INSTALLMENT \$5.00

PURSUANT TO PROVISIONS OF ORDINANCE NO. 3063 (New Series) AND ORDINANCE NO. 3173 (New Series) OF THE ORDINANCES OF THE CITY OF SAN DIEGO, CALIFORNIA, PROVIDING FOR THE INSTALLATION OF PERMANENT WATER MAINS IN CITY STREETS AND ALLEYS AND THE METHOD OF PAYMENT OF SUCH INSTALLATIONS THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED PROPERTY FOR AND IN CONSIDERATION OF THE CITY OF SAN DIEGO'S INSTALLATION OF A PERMANENT WATER MAIN AS DESIGNATED HEREIN, HEREBY AGREE TO PAY TO THE CITY OF SAN DIEGO, CALIFORNIA, THE AMOUNT SPECIFIED ABOVE IN EQUAL MONTHLY INSTALLMENTS IN ACCORDANCE WITH THE SCHEDULE OF PAYMENTS ON THE REVERSE SIDE HEREOF, AND THE UNDERSIGNED FURTHER AGREES THAT ANY SALE OF THE PROPERTY HEREIN MENTIONED AND DESCRIBED SHALL TERMINATE THIS AGREEMENT AND ANY UNPAID BALANCE SHALL BECOME DUE AND PAYABLE IMMEDIATELY. FIRST INSTALLMENT DUE AND PAYABLE ON EXECUTION OF THIS AGREEMENT.

CITY OF SAN DIEGO
 BY G. E. ARNOLD
 Assistant City Manager
 APPROVED AS TO FORM:
 (SEAL)
 J. F. DuPAUL, City Attorney
 By J. H. McKINNEY,
 Deputy City Attorney

MRS. LILLIAN LEE
 3276 Bramson Place

5/17/47

STATE OF CALIFORNIA)
 COUNTY OF SAN DIEGO)ss.

On this 17th day of May, A.D. Nineteen Hundred and 47 before me August M. Wadstrom, A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mrs. Lillian Lee 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.

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

(SEAL)

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
5/17/47	\$7.50	5/17/47	#4691
6/17/47	5.00		
7/17/47	5.00		
8/17/47	5.00		
9/17/47	5.00		
10/17/47	5.00		
11/17/47	5.00		

RECORDED JUNE 5 1947 55 Min. Past 9 A.M. in Book 2408 at Page 355 of Official Records, San Diego Co., Cal.
 Recorded at Request of City Clerk.

ROGER N. HOWE, County Recorder
 By Deputy A. S. GRAY

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

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 Payment for Installation of Water Main Agreement from Mrs. Lillian Lee; being Document No. 373791.

FRED W. SICK

City Clerk of the City of San Diego, California
 By *Helen M. Wadstrom*

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT 43 & 44
 BLOCK 1 SUBDIVISION North Highland Park

NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Bramson Place

WATER MAIN HAS BEEN INSTALLED BETWEEN Boundary AND 33rd Street

TOTAL AMOUNT TO BE PAID Fifty and no/100 DOLLARS (\$50.00)

NO. OF EQUAL INSTALLMENTS 10 AMOUNT OF EACH INSTALLMENT \$5.00

PURSUANT TO PROVISIONS OF ORDINANCE NO. 3063 (New Series) AND ORDINANCE NO. 3173 (New Series) OF THE ORDINANCES OF THE CITY OF SAN DIEGO, CALIFORNIA, PROVIDING FOR THE INSTALLATION OF PERMANENT WATER MAINS IN CITY STREETS AND ALLEYS AND THE METHOD OF PAYMENT OF SUCH INSTALLATIONS, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED PROPERTY FOR AND IN CONSIDERATION OF THE CITY OF SAN DIEGO'S INSTALLATION OF A PERMANENT WATER MAIN AS DESIGNATED HEREIN, HEREBY AGREE TO PAY TO THE CITY OF SAN DIEGO, CALIFORNIA, THE AMOUNT SPECIFIED ABOVE IN EQUAL MONTHLY INSTALLMENTS IN ACCORDANCE WITH THE SCHEDULE OF PAYMENTS ON THE REVERSE SIDE HEREOF, AND THE UNDERSIGNED FURTHER AGREES THAT ANY SALE OF THE PROPERTY HEREIN MENTIONED AND DESCRIBED SHALL TERMINATE THIS AGREEMENT AND ANY UNPAID BALANCE SHALL BECOME DUE AND

PAYABLE IMMEDIATELY. FIRST INSTALLMENT DUE AND PAYABLE ON EXECUTION OF THIS AGREEMENT.

CITY OF SAN DIEGO
By G. E. ARNOLD
Assistant City Manager

OWNER'S
SIGNATURE MARION M. MALSON
ADDRESS 3280 Bramson Place

APPROVED AS TO FORM:

J. F. DuPAUL,
City Attorney

DATE May 10, 1947

By J. H. McKINNEY,
Deputy City Attorney

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } -SS.

On this 10th day of May, A.D. Nineteen Hundred and 47 before me Clark M. Foote Jr., A Notary Public in and for said county, residing therein, duly commissioned and sworn, personally appeared Marion M. Malson 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.

CLARK M. FOOTE JR.

(SEAL)

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

My Commission Expires March 17, 1951

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
5/10/47	5.00	5/10/47	4653
6/10/47	5.00		
7/10/47	5.00		
8/10/47	5.00		
9/10/47	5.00		
10/10/47	5.00		
11/10/47	5.00		
12/10/47	5.00		
1/10/48	5.00		
2/10/48	5.00		

RECORDED JUNE 5 1947 55 Min. Past 9 A.M. in Book 2408 at Page 359 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY

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

B. BARRETT

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 Payment for Installation of Water Main Agreement from Marion M. Molson; being Document No. 373792.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Helena M. Wilkey* Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT W. 150' of E. 300' of N. 1/2 of N. 1/4 of Lot 5
BLOCK SUBDIVISION Rancho Ex Mission

NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Juniper
WATER MAIN HAS BEEN INSTALLED BETWEEN Sumac AND Modesto

TOTAL AMOUNT TO BE PAID One Hundred and Fifty and No/100-----DOLLARS (\$150.00)'

NO. OF EQUAL INSTALLMENTS 12 AMOUNT OF EACH INSTALLMENT \$ 12.50

PURSUANT TO PROVISIONS OF ORDINANCE NO 3063 (New Series) AND ORDINANCE NO. 3173 (New Series) OF THE ORDINANCES OF THE CITY OF SAN DIEGO, CALIFORNIA, PROVIDING FOR THE INSTALLATION OF PERMANENT WATER MAINS IN CITY STREETS AND ALLEYS AND THE METHOD OF PAYMENT OF SUCH INSTALLATIONS, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED PROPERTY FOR AND IN CONSIDERATION OF THE CITY OF SAN DIEGO'S INSTALLATION OF A PERMANENT WATER MAIN AS DESIGNATED HEREIN, HEREBY AGREE TO PAY TO THE CITY OF SAN DIEGO, CALIFORNIA, THE AMOUNT SPECIFIED ABOVE IN EQUAL MONTHLY INSTALLMENTS IN ACCORDANCE WITH THE SCHEDULE OF PAYMENTS ON THE REVERSE SIDE HEREOF, AND THE UNDERSIGNED FURTHER AGREES THAT ANY SALE OF THE PROPERTY HEREIN MENTIONED AND DESCRIBED SHALL TERMINATE THIS AGREEMENT AND ANY UNPAID BALANCE SHALL BECOME DUE AND PAYABLE IMMEDIATELY, FIRST INSTALLMENT DUE AND PAYABLE ON EXECUTION OF THIS AGREEMENT.

CITY OF SAN DIEGO
By G. E. ARNOLD
Assistant City Manager

OWNER'S
SIGNATURE W. O. PATTEN
ADDRESS 4265 Juniper St.

APPROVED AS TO FORM:

J. F. DuPAUL
City Attorney

DATE May 7, 1947

By J. H. McKINNEY
Deputy City Attorney

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

On this 7th day of May, A.D. Nineteen Hundred and 47 before me Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. O. Patten 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)

CLARK M. FOOTE JR.
Notary Public in and for the County of San Diego,
State of California

My Commission Expires March 17, 1947.

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
5/7/47	\$12.50		
7/7/47	12.50		
8/7/47	12.50		
9/7/47	12.50		
10/7/47	12.50		
11/7/47	12.50		
12/7/47	12.50		
1/7/48	12.50		
2/7/48	12.50		
3/7/48	12.50		
4/7/48	12.50		
5/7/48	12.50		

RECORDED JUN 5 1947 55 Min. Past 9 A.M in Book 2408 at Page 330 of Official Records,
San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY

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

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
Payment for Installation of Water Main Agreement from W. O. Patten; being Document No.
373793.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy

CITY OF SAN DIEGO

AGREEMENT

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, and
WHEREAS, Joseph Marino is the owner of Lot 6, Block G, of Redland Garden Extension.

NOW, THEREFORE, This AGREEMENT, signed and executed this 21 day of April, 1947, by
Joseph Marino that I will, for and in consideration of the permission granted to remove 12
feet of curbing on Collier between 55 St. and 54 St. adjacent to the above described pro-
perty, 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 obliga-
tion on the part of The City of San Diego.

And 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 agreement herein named.

JOSEPH MARINO

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

On this 21st day of April, A. D. Nineteen Hundred and Forty-seven before me Gordon C.
Smith, a Notary Public in and for said County, residing therein, duly commissioned and
sworn, personally appeared Joseph Marino 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)

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

My Commission Expires March 18 1950

I hereby approve the form of the foregoing agreement this 28th day of May, 1947.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUN 5 1947 55 Min. Past 9 A.M. in Book 2408 at Page 353 of Official Records,
San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY

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

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 Marino; being Document No. 373899.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilby

A G R E E M E N T

Regarding alteration of existing residence to a duplex.

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

Mrs. E. M. Lanning, after being first duly sworn, for herself deposes and says;

That I am the owner of the hereinafter described real property;
Lot Three (3) and the West one-half of Lot Four (4) Block Three hundred Forty seven (347)
Subdivision Central Homestead, located at 3208 Webster Street;

That I desire to alter an existing residence on the above described property into a
duplex with a 7 ft. 5 in. court width and have applied for a Yard Variance under application
No. 2787; dated April 23, 1945;

That I, in consideration of approval granted by the City of San Diego to alter said
residence into a duplex with a 7 ft. 5 in. court width by Zoning Committee Resolution No.
910, dated April 25, 1945; do hereby covenant and agree to and with said City of San Diego,
a Municipal Corporation, that the East two (2) feet six (6) inches of Lot Two (2), Block
Three Hundred Forty Seven (347) Central Homestead will be given for the ten (10) foot court
width to the above described building and if at any time the remaining portion of Lot Two
(2) is to be sold the East two (2) ft. six (6) inches thereof will be retained with Lot
three (3) and the W 1/2 of Lot Four (4).

That this agreement shall run with the land and be part of a general plan for the
protection and benefit of all parties concerned, and that if the property should hereafter
be conveyed to any other person, firm or corporation that the instrument by means of which
title or any interest in or to said real property, or any parcel thereof, is conveyed will
contain a restriction limiting the use of the part or parcel so conveyed, or in the event
of the conveyance of the whole of said property hereinbefore described, then to use the
whole of said property in keeping with this agreement.

MRS. E. M. LANNING
Owner's Name
3208 Webster
Address

On this 27 day of April A.D. Nineteen Hundred and Forty five, before me, F. E. Lindley
A Notary Public in and for said County, residing therein, duly commissioned and sworn,
personally appeared Mrs. E. M. Lanning 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.

F. E. LINDLEY

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

RECORDED JUN 12 1947 20 Min. Past 3 P.M. in Book 2408 at Page 453 of Official Records,
San Diego Co., Cal.
Recorded at Request of City of San Diego

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
B. BARRETT

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

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Agreement with Mrs. E. M. Lanning relative to altering on existing residence at 3208 Web-
ster; being Document No. 373958.

FRED W. SICK
City Clerk of the City of San Diego, California

By *Helen M. Wilby*

CITY OF SAN DIEGO

AGREEMENT

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, and
WHEREAS, Richard C. Blackledge is the owner of Lot N. 73.5' of Lot 11 & 12, Block A, of
Starkeys Prospect Park.

NOW, THEREFORE, This AGREEMENT, signed and executed this 2 day of June, by Richard C.
Blackledge that I will, for and in consideration of the permission granted to remove 30'
feet of curbing on Westbourne between Draper Ave. and Dead End adjacent to the above des-
cribed 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 Coun-
cil 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 Ourselves Our 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.

RICHARD C. BLACKLEDGE
(Owner's Signature)
5933 Draper Ave. La Jolla
(Address)

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

On this 2 day of June, A.D. Nineteen Hundred and forty Seven before me Robert W. Good
a Notary Public in and for said County, residing therein, duly commissioned and sworn;
personally appeared Richard C. Blackledge 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)

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

My Commission expires 4/1/48

I hereby approve the form of the foregoing agreement this 3rd day of June, 1947.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUN 5 1947 55 Min. Past 9 AM. in Book 2408 at Page 358 of Official Records,
San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A.S. GRAY

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

B. BARRETT

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 Richard C. Blackledge to City of San Diego; being Document No.
374033.

FRED W. SICK
City Clerk of the City of San Diego, California

By *Helen M. Wilby*
Deputy

CITY OF SAN DIEGO

AGREEMENT

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, and
WHEREAS, College Motor Company is the owner of Lot 27-28-29- & 30, Block 105, of Univer-
sity Heights San Diego, Calif.

NOW, THEREFORE, This AGREEMENT, signed and executed this 2nd day of June, 1947, by
College Motor Company that will, for and in consideration of the permission grant-
ed to remove 39 ft. feet of curbing on Oregon between El Cajon Blvd. and Meade 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 them so to do, and comply therewith at the r own ex-
pense 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 us our 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.

COLLEGE MOTOR COMPANY
By FLOYD PETERSON Mgr.
"2544 El Cajon Blvd., San Diego, 4 Calif.

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

On this 2 day of June, A.D. Nineteen Hundred and Forty seven before me Blanche E Martin,
a Notary Public in and for said County, residing therein, duly commissioned and sworn, per-
sonally appeared Floyd Peterson, Manager of College Motor Company known to me to be the
person described in and whose name is subscribed to the within instrument, and acknowledg-
ed 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.

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

(SEAL)

My Commission Expires October 31, 1950

I hereby approve the form of the foregoing agreement this 5th day of June, 1947.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUN 12 1947 20 Min. Past 3 P.M. in Book 2408 at Page 438 of Official Records,
San Diego Co., Cal.
Recorded at Request of City of San Diego

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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

B. BARRETT

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 College Motor Company to City of San Diego; being Document No.
374149.

FRED W. SICK
City Clerk of the City of San Diego, California

By *Helen M. Wilby*
Deputy

AGREEMENT

Regarding construction of a single family residence.
Regarding use of portion of large lot as one building site.

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

Dayton E. Runnels and Yvonne L. Runnels, after being first duly sworn, each for him-
self deposes and says:

That we are the owners of the hereinafter described real property:

Lot NW1/4 and the W1/2 of the NE1/4 of Lot 1 and the W1/2 of the SE1/4 of Lot 1 lying Subdivision Nly of Nly line of Euclid, Horton's Purchase of Ex-Mission Lands located south of Laurel Street on Euclid Avenue;

THAT we desire to construct one single family residence on the above described parcel of land and have applied for a zone variance under application No. 4830;

THAT we, in consideration of approval granted by the City of San Diego to construct one single family residence on the above described parcel of land by Zoning Committee Resolution No. 2272, dated May 22, 1947; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that a 10 ft. wide easement across the front of the above described property will be granted to the City for the widening of Euclid Avenue, when the City requests such an easement.

THAT this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

DAYTON E. RUNNELS
3720 - 45th

YVONNE L. RUNNELS
3720 - 45th

On this 5th day of June A.D. Nineteen Hundred and Forty-seven, before me, G. Mason Reed A Notary Public in and for said County, residing therein duly commissioned and sworn, personally appeared Dayton E. & Yvonne L. Runnels known to me to be the person described in and whose name are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

G. MASON REED

(SEAL)

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

My Commission Expires June 30, 1950

RECORDED JUN 12 1947 20 Min. Past 3 P.M. in Book 2408 at Page 437 of Official Records,
San Diego Co., Cal.

Recorded at Request of City of San Diego

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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

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 Yvonne L. Runnels for building south of Laurel Street on Euclid Avenue; being Document No. 374159.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

CITY OF SAN DIEGO

AGREEMENT

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, and

WHEREAS, R. M. Jones is the owner of Lot A, Block 25, of New San Diego.

NOW, THEREFORE, This AGREEMENT, signed and executed this 3rd day of June, by R. M. Jones, I (We) I will, for and in consideration of the permission granted to remove 25' feet of curbing on Market between Union and Front adjacent to the above described property, bind myself 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 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 agrees that this agreement shall be binding on Myself 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.

RUTH M. JONES
344. So. El Camino Dr.
Beverly Hills

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } ss.

INDIVIDUAL ACKNOWLEDGMENT

On this 4th day of June, A.D. Nineteen Hundred and 47 before me Eleanore W. Kaminski, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ruth M. Jones 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.

ELEANORE W. KAMINSKI

(SEAL)

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

My Commission Expires January 27, 1951

I hereby approve the form of the foregoing agreement this 5th day of June, 1947.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUN 12 1947 20 Min. Past 3 P.M. in Book 2408 at Page 433 of Official Records,
San Diego Co., Cal.

Recorded at Request of City of San Diego

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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

B. BARRETT

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. M. Jones; being Document No. 374153.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Helen M. Wilby* Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT W. 55' of E. 57' (exc. S. 100') & (exc. st.) of 18
 BLOCK G SUBDIVISION Teralta
 NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Bramson Place
 WATER MAIN HAS BEEN INSTALLED BETWEEN Boundary AND 33rd Street
 TOTAL AMOUNT TO BE PAID Fifty-five and no/100 DOLLARS (\$ 55.00)
 NO. OF EQUAL INSTALLMENTS 10 AMOUNT OF EACH INSTALLMENT \$ 5.50

PURSUANT TO PROVISIONS OF ORDINANCE NO. 3053 (New Series) AND ORDINANCE NO. 3173 (New Series) OF THE ORDINANCES OF THE CITY OF SAN DIEGO, CALIFORNIA, PROVIDING FOR THE INSTALLATION OF PERMANENT WATER MAINS IN CITY STREETS AND ALLEYS AND THE METHOD OF PAYMENT OF SUCH INSTALLATIONS THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED PROPERTY FOR AND IN CONSIDERATION OF THE CITY OF SAN DIEGO'S INSTALLATION OF A PERMANENT WATER MAIN AS DESIGNATED HEREIN, HEREBY AGREE TO PAY TO THE CITY OF SAN DIEGO, CALIFORNIA, THE AMOUNT SPECIFIED ABOVE IN EQUAL MONTHLY INSTALLMENTS IN ACCORDANCE WITH THE SCHEDULE OF PAYMENTS ON THE REVERSE SIDE HEREOF, AND THE UNDERSIGNED FURTHER AGREES THAT ANY SALE OF THE PROPERTY HEREIN MENTIONED AND DESCRIBED SHALL TERMINATE THIS AGREEMENT AND ANY UNPAID BALANCE SHALL BECOME DUE AND PAYABLE IMMEDIATELY. FIRST INSTALLMENT DUE AND PAYABLE ON EXECUTION OF THIS AGREEMENT.

CITY OF SAN DIEGO
 By G. E. ARNOLD
 Assistant City Manager

OWNER'S SIGNATURE DAVID ENGBERG
 ADDRESS 3269-75 Bramson Place

APPROVED AS TO FORM:
 J. F. DuPAUL
 City Attorney
 By J. H. MCKINNEY
 Deputy City Attorney

DATE May 28, 1947

J.C.B

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

On this 28th day of May, A.D. Nineteen Hundred and 47 before me August M. Wadstrom, A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared David Engberg 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.

AUGUST M. WADSTROM (SEAL)
 Notary Public in and for the County of San Diego,
 State of California

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
5/28/47	\$5.50	5/28/47	4863
6/28/47	5.50		
7/28/47	5.50		
8/28/47	5.50		
9/28/47	5.50		
10/28/47	5.50		
11/28/47	5.50		
12/28/47	5.50		
1/28/48	5.50		
2/28/48	5.50		

RECORDED JUN 12 1947 20 Min. Past 3 P.M. in Book 2408 at Page 442 of Official Records, San Diego Co., Cal.
 Recorded at Request of City of San Diego.

ROGER N. HOWE, County Recorder
 By Deputy H. I. ERB

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

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 Payment for Installation of Water Main Agreement From David Engberg; being Document No. 374273.

FRED W. SICK
 City Clerk of the City of San Diego, California

By *Helen M. Wilby* Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT 24, 25 and 26
 BLOCK 3 SUBDIVISION Ocean Villas
 NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Sapphire Street
 WATER MAIN HAS BEEN INSTALLED BETWEEN Mission Blvd. AND Bayard St.
 TOTAL AMOUNT TO BE PAID Seventy-five -- DOLLARS (\$75.00)
 NO. OF EQUAL INSTALLMENTS 1 @ AMOUNT OF EACH INSTALLMENT \$15.00
 6 10.00

PURSUANT TO PROVISIONS OF ORDINANCE NO. 3053 (New Series) AND ORDINANCE NO. 3173 (New Series) OF THE ORDINANCES OF THE CITY OF SAN DIEGO, CALIFORNIA, PROVIDING FOR THE INSTALLATION OF PERMANENT WATER MAINS IN CITY STREETS AND ALLEYS AND THE METHOD OF PAYMENT OF SUCH

INSTALLATIONS, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED PROPERTY FOR AND IN CONSIDERATION OF THE CITY OF SAN DIEGO'S INSTALLATION OF A PERMANENT WATER MAIN AS DESIGNATED HEREIN, HEREBY AGREE TO PAY TO THE CITY OF SAN DIEGO, CALIFORNIA, THE AMOUNT SPECIFIED ABOVE IN EQUAL MONTHLY INSTALLMENTS IN ACCORDANCE WITH THE SCHEDULE OF PAYMENTS ON THE REVERSE SIDE HEREOF, AND THE UNDERSIGNED FURTHER AGREES THAT ANY SALE OF THE PROPERTY HEREIN MENTIONED AND DESCRIBED SHALL TERMINATE THIS AGREEMENT AND ANY UNPAID BALANCE SHALL BECOME DUE AND PAYABLE IMMEDIATELY. FIRST INSTALLMENT DUE AND PAYABLE ON EXECUTION OF THIS AGREEMENT.

CITY OF SAN DIEGO
By G. E. ARNOLD
Assistant City Manager

OWNER'S SIGNATURE B. K. GINGERY

APPROVED AS TO FORM:
(SEAL)

ADDRESS 831 Sapphire St.

J. F. DuPAUL
City Attorney

By J. H. McKINNEY
Deputy City Attorney

DATE May 24, 1947

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

On this 24th day of May, A.D. Nineteen Hundred and 47 before me Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared B. K. Gingery 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.

CLARK M. FOOTE JR.

(SEAL)

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

My Commission Expires March 17, 1951

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
5/24/47	\$15.00	5/24/47	4716
6/24/47	10.00		
7/24/47	10.00		
8/24/47	10.00		
9/24/47	10.00		
10/24/47	10.00		
11/24/47	10.00		

RECORDED JUN 12 1947 20 Min. Past 3 P.M. in Book 2408 at Page 426 of Official Records, San Diego Co., Cal.
Recorded at Request of City of San Diego

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

B. BARRETT

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement of Water Main Extension of B. K. Gingery; being Document No. 374274.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT East 48' of Lots 1 and 2
BLOCK 71 SUBDIVISION University Heights
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Monroe Ave.
WATER MAIN HAS BEEN INSTALLED BETWEEN Texas St. AND Arizona St.
TOTAL AMOUNT TO BE PAID -----Forty-eight----- DOLLARS (\$48.00)
NO. OF EQUAL INSTALLMENTS 8 AMOUNT OF EACH INSTALLMENT \$6.00

PURSUANT TO PROVISIONS OF ORDINANCE NO. 3053 (New Series) AND ORDINANCE NO. 3173 (New Series) OF THE ORDINANCES OF THE CITY OF SAN DIEGO, CALIFORNIA, PROVIDING FOR THE INSTALLATION OF PERMANENT WATER MAINS IN CITY STREETS AND ALLEYS AND THE METHOD OF PAYMENT OF SUCH INSTALLATIONS, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED PROPERTY FOR AND IN CONSIDERATION OF THE CITY OF SAN DIEGO'S INSTALLATION OF A PERMANENT WATER MAIN AS DESIGNATED HEREIN, HEREBY AGREE TO THE CITY OF SAN DIEGO, CALIFORNIA, THE AMOUNT SPECIFIED ABOVE IN EQUAL MONTHLY INSTALLMENTS IN ACCORDANCE WITH THE SCHEDULE OF PAYMENTS ON THE REVERSE SIDE HEREOF, AND THE UNDERSIGNED FURTHER AGREES THAT ANY SALE OF THE PROPERTY HEREIN MENTIONED AND DESCRIBED SHALL TERMINATE THIS AGREEMENT AND ANY UNPAID BALANCE SHALL BECOME DUE AND PAYABLE IMMEDIATELY. FIRST INSTALLMENT DUE AND PAYABLE ON EXECUTION OF THIS AGREEMENT.

CITY OF SAN DIEGO
By G. E. ARNOLD
Assistant City Manager

OWNER'S SIGNATURE EMILY HAUSE

ADDRESS 2419 Monroe Ave.

APPROVED AS TO FORM:

J. F. DuPAUL
City Attorney

By J. H. McKINNEY
Deputy City Attorney

DATE May 29, 1947

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

On this 29th day of May, A.D. Nineteen Hundred and 47 before me Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Emily Hause 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) CLARK M. FOOTE JR.
 Notary Public in and for the County of San Diego,
 State of California

My Commission expires March 17, 1951

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
5/29/47	\$ 5.00	5/29/47	4857
7/1	5.00		
8/1	6.00		
9/1	6.00		
10/1	6.00		
11/1	6.00		
12/1	6.00		
1/1/48	6.00		

RECORDED JUN 12 1947 20 Min. Past 3 P.M. in Book 2408 at Page 430 of Official Records, San Diego Co., Cal.

Recorded at Request of City of San Diego

ROGER N. HOWE, County Recorder
 By Deputy H. E. ERB

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

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 - Water Main Extension from Emily Hause; being Document No. 374275.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT 14, 15 & 16
 BLOCK 40 SUBDIVISION Carr's Addition
 NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Island Avenue
 WATER MAIN HAS BEEN INSTALLED BETWEEN 26th St. AND 27th St.
 TOTAL AMOUNT TO BE PAID Fifty-six and 25/100 DOLLARS (\$56.25)
 NO. OF EQUAL INSTALLMENTS 5 at AMOUNT OF EACH INSTALLMENT \$11.25
 PURSUANT TO PROVISIONS OF ORDINANCE NO. 3053 (New Series) AND ORDINANCE NO. 3173 (New Series) OF THE ORDINANCES OF THE CITY OF SAN DIEGO, CALIFORNIA, PROVIDING FOR THE INSTALLATION OF PERMANENT WATER MAINS IN CITY STREETS AND ALLEYS AND THE METHOD OF PAYMENT OF SUCH INSTALLATIONS, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED PROPERTY FOR AND IN CONSIDERATION OF THE CITY OF SAN DIEGO'S INSTALLATION OF A PERMANENT WATER MAIN AS DESIGNATED HEREIN, HEREBY AGREE TO PAY TO THE CITY OF SAN DIEGO, CALIFORNIA, THE AMOUNT SPECIFIED ABOVE IN EQUAL MONTHLY INSTALLMENTS IN ACCORDANCE WITH THE SCHEDULE OF PAYMENTS ON THE REVERSE SIDE HEREOF, AND THE UNDERSIGNED FURTHER AGREES THAT ANY SALE OF THE PROPERTY HEREIN MENTIONED AND DESCRIBED SHALL TERMINATE THIS AGREEMENT AND ANY UNPAID BALANCE SHALL BECOME DUE AND PAYABLE IMMEDIATELY. FIRST INSTALLMENT DUE AND PAYABLE ON EXECUTION OF THIS AGREEMENT.

CITY OF SAN DIEGO
 By G. E. ARNOLD
 Assistant City Manager

OWNER'S SIGNATURE NOBUO KAWAMOTO
 ADDRESS 2639 Island Avenue

APPROVED AS TO FORM:
 J. F. DuPAUL
 City Attorney
 By J. H. MCKINNEY
 Deputy City Attorney

DATE May 28, 1947

STATE OF CALIFORNIA, } -SS.
 COUNTY OF SAN DIEGO }

On this 28th day of May, A.D. Nineteen Hundred and 47 before me Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Nobuo Kawamoto 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) CLARK M. FOOTE JR.
 Notary Public in and for the County of San Diego,
 State of California

My Commission expires May 17, 1951

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
5/28/47	\$11.25	5/28/47	#4864
7/1/47	11.25		
8/1/47	11.25		
9/1/47	11.25		
10/1/47	11.25		

RECORDED JUN 12 1947 20 Min. Past 3 P.M. in Book 2408 at Page 425 of Official Records, San Diego Co., Cal.

Recorded at Request of City of San Diego

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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

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 - Water Main Extension of Nobuo Kawamoto; being Document No. 374275.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willy Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT 13 and 14
BLOCK 21 SUBDIVISION Kimball's
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Island Ave.
WATER MAIN HAS BEEN INSTALLED BETWEEN 25th St. AND 26th St.
TOTAL AMOUNT TO BE PAID -----Thirty-seven and 50/100----- DOLLARS (\$37.50)
NO. OF EQUAL INSTALLMENTS 2 Installments of AMOUNT OF EACH INSTALLMENT \$5.25
5 Installments of 5.00

PURSUANT TO PROVISIONS OF ORDINANCE NO. 3063 (New Series) AND ORDINANCE NO. 3173 (New Series) OF THE ORDINANCES OF THE CITY OF SAN DIEGO, CALIFORNIA, PROVIDING FOR THE INSTALLATION OF PERMANENT WATER MAINS IN CITY STREETS AND ALLEYS AND THE METHOD OF PAYMENT OF SUCH INSTALLATIONS, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED PROPERTY FOR AND IN CONSIDERATION OF THE CITY OF SAN DIEGO'S INSTALLATION OF A PERMANENT WATER MAIN AS DESIGNATED HEREIN, HEREBY AGREE TO PAY TO THE CITY OF SAN DIEGO, CALIFORNIA, THE AMOUNT SPECIFIED ABOVE IN EQUAL MONTHLY INSTALLMENTS IN ACCORDANCE WITH THE SCHEDULE OF PAYMENTS ON THE REVERSE SIDE HEREOF, AND THE UNDERSIGNED FURTHER AGREES THAT ANY SALE OF THE PROPERTY HEREIN MENTIONED AND DESCRIBED SHALL TERMINATE THIS AGREEMENT AND ANY UNPAID BALANCE SHALL BECOME DUE AND PAYABLE IMMEDIATELY. FIRST INSTALLMENT DUE AND PAYABLE ON EXECUTION OF THIS AGREEMENT.

CITY OF SAN DIEGO
By G. E. ARNOLD
Assistant City Manager

OWNER'S SIGNATURE GLADYS L. La PLANTE
ADDRESS 2529 Island Ave.

APPROVED AS TO FORM:

J. F. DuPAUL
City Attorney
By J. H. MCKINNEY
Deputy City Attorney

DATE June 3, 1947

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

On this 3rd day of June, A.D. Nineteen Hundred and 47 before me Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Gladys L. LaPlante 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.

CLARK M. FOOTE JR.

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

My Commission Expires March 17, 1951

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
6/3/47	\$5.25	6/3/47	4882
7/3/47	5.25		
8/3/47	5.00		
9/3/47	5.00		
10/3/47	5.00		
11/3/47	5.00		
12/3/47	5.00		

RECORDED JUN 12 1947 20 Min. Past 3 P.M. in Book 2408 at Page 429 of Official Records, San Diego Co., Cal.
Recorded at Request of City of San Diego

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
B. BARRETT

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

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement - Water Main Extension of Gladys L. LaPlante; being Document No. 374277.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willy Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT 29, 30 & 31
BLOCK 52 SUBDIVISION Carr's Addition
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Island Avenue
WATER MAIN HAS BEEN INSTALLED BETWEEN 27th St. AND 28th St.
TOTAL AMOUNT TO BE PAID Fifty-six and 25/100 DOLLARS (\$56.25)
NO. OF EQUAL INSTALLMENTS 1 at AMOUNT OF EACH INSTALLMENT \$5.25

NO. OF EQUAL INSTALLMENTS 10 at AMOUNT OF EACH \$5.00
INSTALLMENT (CON'T)

PURSUANT TO PROVISIONS OF ORDINANCE NO. 3063 (New Series) AND ORDINANCE NO. 3173 (New Series) OF THE ORDINANCES OF THE CITY OF SAN DIEGO, CALIFORNIA, PROVIDING FOR THE INSTALLATION OF PERMANENT WATER MAINS IN CITY STREETS AND ALLEYS AND THE METHOD OF PAYMENT OF SUCH INSTALLATIONS, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED PROPERTY FOR AND IN CONSIDERATION OF THE CITY OF SAN DIEGO'S INSTALLATION OF A PERMANENT WATER MAIN AS DESIGNATED HEREIN, HEREBY AGREE TO PAY TO THE CITY OF SAN DIEGO, CALIFORNIA, THE AMOUNT SPECIFIED ABOVE IN EQUAL MONTHLY INSTALLMENTS IN ACCORDANCE WITH THE SCHEDULE OF PAYMENTS ON THE REVERSE SIDE HEREOF, AND THE UNDERSIGNED FURTHER AGREES THAT ANY SALE OF THE PROPERTY HEREIN MENTIONED AND DESCRIBED SHALL TERMINATE THIS AGREEMENT AND ANY UNPAID BALANCE SHALL BECOME DUE AND PAYABLE IMMEDIATELY. FIRST INSTALLMENT DUE AND PAYABLE ON EXECUTION OF THIS AGREEMENT.

CITY OF SAN DIEGO
By G. E. ARNOLD
Assistant City Manager

OWNER'S SIGNATURE MRS. M. N. MORENO
ADDRESS 2728 Island Ave.

APPROVED AS TO FORM:
J. F. DuPAUL
City Attorney
By J. H. McKINNEY
Deputy City Attorney

DATE May 28, 1947

STATE OF CALIFORNIA, } -SS.
COUNTY OF SAN DIEGO }

On this 29th day of May, A.D. Nineteen Hundred and 47 before me Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mrs. M. N. Moreno 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.

CLARK M. FOOTE JR.

(SEAL)

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

My Commission expires March 17, 1951

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
5/28/47	\$6.25	5/29/47	4871
6/28/47	5.00		
7/28/47	5.00		
8/28/47	5.00		
9/28/47	5.00		
10/28/47	5.00		
11/28/47	5.00		
12/28/47	5.00		
1/28/48	5.00		
2/28/48	5.00		
3/28/48	5.00		

RECORDED JUN 12 1947 20 Min. Past 3 P.M. in Book 2408 at Page 424 of Official Records, San Diego Co., Cal.
Recorded at Request of City of San Diego

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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

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 - Water Main Extension of Mrs. M. N. Moreno; being Document No. 374278.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Helen M. Wilby* Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT 35 & 17 1/2' of 36
BLOCK 22 SUBDIVISION Kimball's Addition
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Island
WATER MAIN HAS BEEN INSTALLED BETWEEN 25th St. AND 26th St.
TOTAL AMOUNT TO BE PAID Thirty-One and 88/100 DOLLARS (\$31.88)
NO. OF EQUAL INSTALLMENTS 1 at AMOUNT OF EACH \$5.88
5 at INSTALLMENT 5.00

PURSUANT TO PROVISIONS OF ORDINANCE NO. 3063 (New Series) AND ORDINANCE NO. 3173 (New Series) OF THE ORDINANCES OF THE CITY OF SAN DIEGO, CALIFORNIA, PROVIDING FOR THE INSTALLATION OF PERMANENT WATER MAINS IN CITY STREETS AND ALLEYS AND THE METHOD OF PAYMENT OF SUCH INSTALLATIONS, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED PROPERTY FOR AND IN CONSIDERATION OF THE CITY OF SAN DIEGO'S INSTALLATION OF A PERMANENT WATER MAIN AS DESIGNATED HEREIN, HEREBY AGREE TO PAY TO THE CITY OF SAN DIEGO, CALIFORNIA, THE AMOUNT SPECIFIED ABOVE IN EQUAL MONTHLY INSTALLMENTS IN ACCORDANCE WITH THE SCHEDULE OF PAYMENTS ON THE REVERSE SIDE HEREOF, AND THE UNDERSIGNED FURTHER AGREES THAT ANY SALE OF THE PROPERTY HEREIN MENTIONED AND DESCRIBED SHALL TERMINATE THIS AGREEMENT AND ANY UNPAID BALANCE SHALL BECOME DUE AND PAYABLE IMMEDIATELY. FIRST INSTALLMENT DUE AND PAYABLE ON EXECUTION OF THIS AGREEMENT.

CITY OF SAN DIEGO
By G. E. ARNOLD
Assistant City Manager

OWNER'S SIGNATURE SOPHIE T. NASH

APPROVED AS TO FORM:

ADDRESS 2536 Island Avenue

J. F. DuPAUL
 City Attorney
 By J. H. McKINNEY
 Deputy City Attorney

DATE May 28, 1947

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

On this 28th day of May, A.D. Nineteen Hundred and 47 before me Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Sophie T. Nash 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.

CLARK M. FOOTE JR.

(SEAL)

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

My Commission expires March 17, 1951

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
5/28/47	\$5.88	5/28/47	4851
6/28/47	5.00		
7/28/47	5.00		
8/28/47	5.00		
9/28/47	5.00		
10/28/47	5.00		

RECORDED JUN 12 1947 20 Min. Past 3 P.M. in Book 2408 at Page 429 of Official Records, San Diego Co., Cal.
 Recorded at Request of City of San Diego

ROGER N. HOWE, County Recorder
 By Deputy H. I. ERB

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

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 - Water Main Extension of Sophie T. Nash; being Document No. 374279.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOTS 17 & 18
 BLOCK 233 SUBDIVISION Pacific Beach
 NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Hornblend St.
 WATER MAIN HAS BEEN INSTALLED BETWEEN Fanuel St. AND Gresham St.
 TOTAL AMOUNT TO BE PAID -----Fifty----- DOLLARS (\$50.00)
 NO. OF EQUAL INSTALLMENTS 10 AMOUNT OF EACH INSTALLMENT \$5.00

PURSUANT TO PROVISIONS OF ORDINANCE NO. 3063 (New Series) AND ORDINANCE NO. 3173 (New Series) OF THE ORDINANCES OF THE CITY OF SAN DIEGO, CALIFORNIA, PROVIDING FOR THE INSTALLATION OF PERMANENT WATER MAINS IN CITY STREETS AND ALLEYS AND THE METHOD OF PAYMENT OF SUCH INSTALLATIONS, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED PROPERTY FOR AND IN CONSIDERATION OF THE CITY OF SAN DIEGO'S INSTALLATION OF A PERMANENT WATER MAIN AS DESIGNATED HEREIN, HEREBY AGREE TO PAY TO THE CITY OF SAN DIEGO, CALIFORNIA, THE AMOUNT SPECIFIED ABOVE IN EQUAL MONTHLY INSTALLMENTS IN ACCORDANCE WITH THE SCHEDULE OF PAYMENTS ON THE REVERSE SIDE HEREOF, AND THE UNDERSIGNED FURTHER AGREES THAT ANY SALE OF THE PROPERTY HEREIN MENTIONED AND DESCRIBED SHALL TERMINATE THIS AGREEMENT AND ANY UNPAID BALANCE SHALL BECOME DUE AND PAYABLE IMMEDIATELY. FIRST INSTALLMENT DUE AND PAYABLE ON EXECUTION OF THIS AGREEMENT.

CITY OF SAN DIEGO
 By G. E. ARNOLD
 Assistant City Manager
 APPROVED AS TO FORM:
 J. F. DuPAUL
 City Attorney
 By J. H. McKINNEY
 Deputy City Attorney

OWNER'S SIGNATURE HARRY B. ROGERS
 ADDRESS 1357 Hornblend

DATE May 29, 1947

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

On this 29th day of May, A.D. Nineteen Hundred and 47 before me August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Harry B. Rogers 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.

AUGUST M. WADSTROM (SEAL)

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

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
5/2/47	\$5.00	5/2/47	4877
7/2/47	5.00		

SCHEDULE OF PAYMENTS (CON'T)

8/2/47	5.00
9/2/47	5.00
10/2/47	5.00
11/2/47	5.00
12/2/47	5.00
1/2/48	5.00
2/2/48	5.00
3/2/48	5.00

RECORDED JUN 12 1947 20 Min. Past 3 P.M. in Book 2408 at Page 423 of Official Records, San Diego Co., Cal.
Recorded at Request of City of San Diego

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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

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 - Water Main Extension of Harry B. Rogers; being Document No. 374280.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Wilkie Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT 14 & 15

BLOCK	51	SUBDIVISION	Carr's Addition
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED			Island Avenue
WATER MAIN HAS BEEN INSTALLED BETWEEN	27th St.	AND	28th St.
TOTAL AMOUNT TO BE PAID	Thirty-seven	and 50/100 DOLLARS	(\$37.50)
NO. OF EQUAL INSTALLMENTS	1 at	AMOUNT OF EACH	\$7.50
	6 at	INSTALLMENT	5.00

PURSUANT TO PROVISIONS OF ORDINANCE NO. 3053 (New Series) AND ORDINANCE NO. 3173 (New Series) OF THE ORDINANCES OF THE CITY OF SAN DIEGO, CALIFORNIA, PROVIDING FOR THE INSTALLATION OF PERMANENT WATER MAINS IN CITY STREETS AND ALLEYS AND THE METHOD OF PAYMENT OF SUCH INSTALLATIONS, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED PROPERTY FOR AND IN CONSIDERATION OF THE CITY OF SAN DIEGO'S INSTALLATION OF A PERMANENT WATER MAIN AS DESIGNATED HEREIN, HEREBY AGREE TO PAY TO THE CITY OF SAN DIEGO, CALIFORNIA, THE AMOUNT SPECIFIED ABOVE IN EQUAL MONTHLY INSTALLMENTS IN ACCORDANCE WITH THE SCHEDULE OF PAYMENTS ON THE REVERSE SIDE HEREOF, AND THE UNDERSIGNED FURTHER AGREES THAT ANY SALE OF THE PROPERTY HEREIN MENTIONED AND DESCRIBED SHALL TERMINATE THIS AGREEMENT AND ANY UNPAID BALANCE SHALL BECOME DUE AND PAYABLE IMMEDIATELY. FIRST INSTALLMENT DUE AND PAYABLE ON EXECUTION OF THIS AGREEMENT.

CITY OF SAN DIEGO
By G. E. ARNOLD
Assistant City Manager

OWNER'S SIGNATURE RUTH M. WEBB

APPROVED AS TO FORM:
J. F. DuPAUL
City Attorney
By J. H. MCKINNEY
Deputy City Attorney

ADDRESS 2745 Island Avenue

DATE May 26, 1947

STATE OF CALIFORNIA, }-SS.
COUNTY OF SAN DIEGO

On this 26th day of May, A.D. Nineteen Hundred and 47 before me August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ruth M. Webb 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)

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

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
5/26/47	\$7.50	5/26/47	#4717
6/25/47	5.00		
7/25/47	5.00		
8/26/47	5.00		
9/26/47	5.00		
10/26/47	5.00		
11/26/47	5.00		

RECORDED JUN 12 1947 20 Min. Past 3 P.M. in Book 2408 at Page 428 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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

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 - Water Main Extension of Ruth M. Webb; being Document No. 374281.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Wilkie Deputy

A G R E E M E N T

Regarding moving, construction and alterations.
Regarding use of building as living quarters

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

Jack Wismer and Eliza L. Wismer, after being first duly sworn, each for himself deposes and says:

That we are the owners of the hereinafter described real property:
Lots "E" and "H" Block One Hundred Seventy six (176)

Subdivision Horton's Addition, located at 14th Street, 50 ft. north of "G" Street
THAT we desire to move in, construct and alter a building to living quarters on a lot which does not have street frontage; the lot being Lot "H";

THAT we, in consideration of approval granted by the City of San Diego to move in, construct and alter a building to living quarters on Lot "H";
do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that Lots "E" and "H" will remain in the same ownership and will not be sold separately as long as there are living quarters on Lot "H".

THAT this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

ELIZA L. WISMER
719 - 14th St.

JACK WISMER
719 - 14th St. S.D. 2

On this 11th day of June A.D. Nineteen Hundred and forty seven, before me, August M. Wadstrom a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Jack Wismer and Eliza L. Wismer known to me to be the person described in and whose name _____ 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)

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

RECORDED JUN 12 1947 20 Min. Past 3 P.M. in Book 2408 at Page 432 of Official Records, San Diego Co., Cal.
Recorded at Request of City of San Diego

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
B. BARRETT

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

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Jack Wismer and Eliza L. Wismer relative to use of building as living quarters; being Document No. 374325.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helena M. Willis Deputy

CITY OF SAN DIEGO

A G R E E M E N T

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, and
WHEREAS, KENNETH DENTON is _____ the owner of Lots 37, 38, 39 and 40, Block 225, of Pacific Beach Subdivision.

NOW, THEREFORE, This AGREEMENT, signed and executed this 21st day of April 1947, by Kenneth Denton, I will, for and in consideration of the permission granted to remove 20 feet of curbing on Hornblend St. between Mission Blvd. and Bayard St. adjacent to the above described property, bind Myself 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 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 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.

KENNETH DENTON
945 Hornblend St. S.D. 9

I N D I V I D U A L A C K N O W L E D G M E N T

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

On this 21st day of April, A.D. Nineteen Hundred and forty-seven before me Mildred W. Blanchard, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Kenneth Denton 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) MILDRED W. BLANCHARD
Notary Public in and for the County of San Diego,
State of California

My Commission Expires Mar. 21, 1949

I hereby approve the form of the foregoing agreement this 12th day of June, 1947.

J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUN 19 1947 25 Min. Past 10 AM. in Book 2427 at Page 303 of Official Records,
San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
V. OSGOOD

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

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from Kenneth Denton; being Document No. 374335.

FRED W. SICK
City Clerk of the City of San Diego, California

By *Helen M. Willy* Deputy
CITY OF SAN DIEGO

AGREEMENT

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, and

WHEREAS, Taylor Motor Company is the owner of Lot 5 and 6, Block 9, of Middletown.

NOW THEREFORE, This AGREEMENT, signed and executed this 3rd day of June 1947, by Taylor Motor Company, I(We) We will, for and in consideration of the permission granted to remove 20 feet of curbing on B Street between Columbia and State 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.

And 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 agreement herein named.

TAYLOR MOTOR COMPANY
By H. F. TAYLOR, President
ATTEST: W. M. MELTON, Secretary

CORPORATION ACKNOWLEDGMENT

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

On this day June 3, A.D. Nineteen Hundred and Forty Seven before me H. C. Fielder, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H. F. Taylor and W. M. Melton, known to me to be the president and secretary of the corporation that executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

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

OFFICIAL SEAL H. C. FIELDER
Notary Public in and for the County of San Diego,
State of California

My Commission Expires Nov. 25, 1950

I hereby approve the form of the foregoing agreement this _____ day of June, 1948.

J. F. DuPAUL
City Attorney
By _____
Deputy City Attorney

RECORDED JUN 20 1947 50 Min. Past 11 AM. in Book 2429 at Page 267 of Official Records,
San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
M. L. PAIGE

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

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from Taylor Motor Company; being Document No. 374524.

FRED W. SICK
City Clerk of the City of San Diego, California

By *Helen M. Willy* Deputy
CITY OF SAN DIEGO

AGREEMENT

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, and WHEREAS, SNOWFLAKE BAKING CO. is the owner of Lots Nos. 4-5-6 Block 13, Block 13, of Culverwells' Addition.

NOW, THEREFORE, This AGREEMENT, signed and executed this 14th day of February, 1947, by Snowflake Baking Co., I(We) We will, for and in consideration of the permission granted to remove 18 feet of curbing on "G" and 90 sq. feet of sidewalk between 16th and 17th Streets and 16 feet of curbing on 17th Street between "F" and "G" Streets 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.

And 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 agreement herein named.

Snowflake Baking Co.
 By AUG SWANSON, President 701 - 15th Street
 ATTEST: A. W. SKELTON, Secretary

CORPORATION ACKNOWLEDGMENT

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

On this day Feby. 14th., 1947, A.D. Nineteen Hundred and forty-seven, before me Harry McKinley, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Aug Swanson and A. W. Skelton, known to me to be the president and secretary of the corporation that executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

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

HARRY MCKINLEY
 OFFICIAL SEAL Notary Public in and for the County of San Diego,
 State of California

My Commission Expires April 3rd, 1950

I hereby approve the form of the foregoing agreement this 19th day of June, 1947.

J. F. DuPAUL, City Attorney
 By HARRY S. CLARK
 Deputy City Attorney

RECORDED JUN 20 1947 50 Min. Past 11 AM. in Book 2429 at Page 269 of Official Records,
 San Diego Co., Cal.
 Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
 By Deputy H. ZERVAS

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

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 Snowflake Baking Company; being Document No. 374625.

FRED W. SICK
 City Clerk of the City of San Diego, California

By *Helena M. Willis* Deputy

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That GRINNELL CO. OF THE PACIFIC, a corporation, as Principal and AMERICAN SURETY COMPANY OF NEW YORK a corporation organized and existing under and by virtue of the laws of the State of NEW YORK as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND THREE HUNDRED NINETY-SIX and no/100 Dollars (\$1396.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 24th day of June 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said Principal has entered into the annexed contract with The City of San Diego, to furnish and deliver certain cast iron fittings in accordance with the plans and specifications, referred to in said contract, and for the contract price herein set forth.

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

ATTEST: C. J. REDDY
 (SEAL)

GRINNELL CO. OF THE PACIFIC
 By PETER P. SCHUBERT Branch Mgr.
 Principal

ATTEST: I. TAYLOR
 (SEAL)

AMERICAN SURETY COMPANY OF NEW YORK
 Surety

Resident Assistant Secy. By A. E. KRULL
 Premium charged for this bond is \$6.98 for the term Resident Vice-President

I hereby approve the form of the within Bond, this 3rd day of July, 1947.

J. F. DuPAUL, City Attorney
 By J. H. MCKINNEY
 Deputy City Attorney

I hereby approve the foregoing bond this 7th day of July, 1947.

F. A. RHODES, City Manager

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

ON THIS 24th day of June, A.D. 1947, before me, Grace Nicholson, a Notary Public in and for Los Angeles County, State of California, residing therein, duly commissioned and sworn, personally appeared A. E. Krull personally known to me to be the Resident Vice-President and I. Taylor personally known to me to be the Resident Assistant Secretary of the AMERICAN SURETY COMPANY OF NEW YORK, the Corporation described in and that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

GRACE NICHOLSON

(SEAL)

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

My Commission Expires Jan. 18, 1949

GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, That GRINNELL CO. OF THE PACIFIC, a corporation, as Principal and AMERICAN SURETY COMPANY OF NEW YORK a corporation organized and existing under and by virtue of the laws of the State of NEW YORK, as surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, state of California, in the sum of ONE THOUSAND THREE HUNDRED NINETY-SIX and no/100 Dollars (\$1396.00) (not less than 25% of the contract price), lawful money of the United States of America, for the payment of which, well and truly to be made, we, and each of us, do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal has entered into the annexed contract to furnish and deliver to the City of San Diego certain cast iron pipe, fittings, valves, etc., all as more particularly specified in said contract; and whereas, said Principal does hereby guarantee that the materials and workmanship used in the manufacture of the material and equipment specified in said contract shall conform in all respects to the requirements of the Specifications attached to said contract, and shall be satisfactory to the City Engineer of said City of San Diego in all respects for the services for which said materials and equipment are to be installed, for a period of one year after installation.

THE CONDITION OF THIS BOND IS SUCH that, if each and all of said materials and equipment furnished by the Principal under the said contract does conform to the requirements of said Specifications in all respects and is satisfactory to the City Engineer of said City of San Diego; or if the Principal, upon demand by the City of San Diego, shall promptly replace, at his own expense, any and all of said materials and/or equipment which, upon testing, shall develop any defects, or which shall be found not to conform in all respects to the requirements of said Specifications; or which shall not operate to the satisfaction of the City Engineer, for said period of one year after installation, then this obligation shall become void; otherwise, to remain in full force and effect.

IN WITNESS WHEREOF, we have executed this agreement, this 24th day of June, 1947.

ATTEST:

C. J. REDDY

(SEAL)

ATTEST:

I. TAYLOR

Resident Assistant Secy.

I hereby approve the form of the foregoing Bond, this 3rd day of July, 1947.

GRINNELL CO. OF THE PACIFIC

Principal

By PETER P. SCHUBERT, Branch Mgr.

AMERICAN SURETY COMPANY OF NEW YORK, Surety

By A. E. KRULL

(SEAL)

Resident Vice-President

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I hereby approve the foregoing Bond, this 7th day of July, 1947.

F. A. RHODES, City Manager

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

ON THIS 24th day of June, A.D. 1947, before me, Grace Nicholson, a Notary Public in and for Los Angeles County, State of California, residing therein, duly commissioned and sworn, personally appeared A. E. Krull personally known to me to be the Resident Vice-President and I. Taylor personally known to me to be the Resident Assistant Secretary of the AMERICAN SURETY COMPANY OF NEW YORK, the Corporation described in and that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

GRACE NICHOLSON

(SEAL)

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

My Commission Expires Jan. 18, 1949

A G R E E M E N T

PROJECT: Reconstruction and Enlargement -
Sewage Treatment Plant, San Diego,
California

PROPOSAL: for furnishing Cast Iron Pipe,
Cast Iron Pipe Fittings, and/or
Valves.

THIS AGREEMENT, made the 24th day of June 1947, by and between the City of San Diego, San Diego County, California, herein called the "City", and GRINNELL COMPANY OF THE PACIFIC, a corporation, herein called the "Contractor",

WITNESSETH: That the City and the Contractor for the consideration stated herein agree as follows:

ARTICLE I: SCOPE OF WORK. The Contractor shall perform, within the time stipulated, the Contract as herein defined of which this Agreement is a component part and everything required to be performed, and shall provide and furnish any and all of the labor, materials, tools, expendable equipment and all utility and transportation services necessary to perform the Contract and complete in a workmanlike manner all of the work covered by the Contract in connection with the City's Project as identified above, all in strict conformity with the Plans and Specifications, including any and all Addenda issued by the City,

and the other Contract Documents hereinafter enumerated.

It is agreed that said labor, materials, tools, equipment and services shall be furnished and the Contract performed and completed under the direction and supervision and subject to the approval of the City or its authorized representative.

ARTICLE II: CONTRACT PRICE. The City shall pay the Contractor as full consideration for the faithful performance of this Contract, subject to any additions or deductions as provided in the Contract Documents, the contract price as computed in the proposal, a copy of which is attached hereto and made a part hereof, and at the time and in the manner set forth in the specifications attached hereto.

Payments are to be made to the Contractor in accordance with and subject to the provisions of the Contract.

Contractor's prices do not include the California State Sales Tax, which will be paid by the City.

ARTICLE III: PRICE ADJUSTMENT CLAUSE FOR CAST IRON PIPE AND FITTINGS. Bidder shall state the pig iron price per ton on which the prices stated in his proposal are based. In the event pig iron prices are increased or decreased prior to date of shipment, the contract price of the pipe and fittings offered in his proposal are to be adjusted for such increase or decrease in pig iron cost at the rate of \$2.00 (or proportionate fraction thereof) per ton of 2000# on the calculated weight of the pipe and fittings as listed in the above mentioned specifications, for each one dollar (or fraction thereof) per ton increase or decrease in the price of pig iron.

The extent of the increase or decrease in pig iron prices shall be determined by the price on "Southern No. 2 Birmingham" pig iron in the "Comparison of Prices" appearing in the magazine "Steel" published by the Penton Publishing Company, Cleveland, Ohio.

Bidder shall in addition state charges per net ton for rail and water shipment, including total through freight, insurance and inspection charges for the various sizes of pipe and fittings. Bidder shall also show rates for shipment via all rail.

Any increase or decrease in the above mentioned through freight charges prior to date of shipment shall be for the account of The City of San Diego.

MAXIMUM PRICE ADJUSTMENT ON CAST IRON FITTINGS:

The total price exclusive of freight charges, shall not be increased nor decreased under the foregoing price adjustment clause by more than fifteen per cent of the original bid price.

ARTICLE V: COMPONENT PARTS OF THE CONTRACT. The Contract entered into by the acceptance of the Contractor's bid and the signing of this Agreement consists of the following documents, all of which are component parts of said Contract and as fully a part thereof as if herein set out in full, and, if not attached, as if hereto attached:

- | | |
|---------------------------|----------------------------|
| 1. This Agreement | 4. Information for Bidders |
| 2. Addenda No. __, __, __ | 5. Advertisement for Bids |
| 3. Specifications | 6. Bid |

In the event of any conflict or inconsistency between any of the foregoing documents, the conflict or inconsistency shall be resolved upon the basis of the numerical order of the documents, with the document or documents assigned the lower number or numbers being controlling over any document having a higher number in the numerical order set forth above.

It is understood and agreed that the materials and equipment to be furnished under this contract shall be delivered by said contractor on or before the 22nd day of June, 1947.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies were engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor the City, pursuant to resolution of the City Council, may--

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (30) (days); or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

IN WITNESS WHEREOF, two (2) identical counterparts of this Agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Contractor hereinabove named, and by the City of San Diego by its City Manager, as authorized by Resolution No. 86175 of its Council, adopted on the 3rd day of June, 1947.

CITY OF SAN DIEGO
By F. A. RHODES, City Manager

GRINNELL CO. OF THE PACIFIC,
Contractor

By PETER P. SCHUBERT
Branch Manager

ATTEST: if Corporation
Corporate
Seal C. J. REDDY
Title Secretary & Treasurer

WITNESSES: if individual or
partnership

I HEREBY APPROVE the form of the foregoing CONTRACT this 3rd day of July, 1947.

J. F. DuPAUL, 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 - Grinnell Co. cast iron fittings; being Document No. 375243.

FRED W. SICK
City Clerk of the City of San Diego, California

By *Helen M. Wilby* Deputy

FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 16th day of July, 1947, by and between THE CITY OF SAN DIEGO a municipal corporation in the County of San Diego, State of California, the party of the first part, by and through its Manager, hereinafter sometimes designated as the City, and R. L. PARKER, an individual, doing business as TECHNICAL MAINTENANCE CO., party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the payments at the unit prices stated in the Bid Schedule attached hereto, and by this reference made a part hereof, to be paid to the Contractor by the City, in manner and form as hereinafter in attached specifications provided, the Contractor hereby covenants and agrees to and with the City to furnish required materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the painting of exterior surfaces of five elevated tanks and one stand-pipe, together with their appurtenances and supporting structures, in the County of San Diego, California, all as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of said City on the 14th day of May, 1947, marked Document No. 373492, that true copies of said plans and specifications, together with true copies of Notice to Contractors, Instructions to Bidders and Proposal are hereto attached, and by reference thereto incorporated herein and made a part hereof.

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 obligations and covenants by the Contractor herein undertaken and agreed upon, the Contractor shall be paid at the unit prices stated in the Bid Schedule and as in the specifications attached hereto.

ARTICLE III. The Contractor hereby agrees that he will be bound by each and every part of the plans and specifications, and do and cause to be done all of said work and improvement as specified in the specifications and as shown upon the plans, as the same may be interpreted by the Hydraulic Engineer, Division of Development and Conservation of the Water Department of said City, subject to approval by the City Manager and by the Council, evidenced by Resolution.

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

ARTICLE V. The Contractor shall keep harmless and indemnify the City of San Diego, its officers and agents, from all damage, cost or expense that arises or results from infringement of patent right of any one for use by The City of San Diego, its officers or agents, of articles supplied by the Contractor under this contract, of which he is not patentee, or which he is not entitled to use or sell.

ARTICLE VI. The Contractor further agrees and covenants that neither the Contractor, nor any subcontractor, doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided for in this contract to be done, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day in violation of the provisions of Section 195 of the Charter of The City of San Diego; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed by the Contractor or by any subcontractor upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of said Section of the City Charter; and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done any alien, contrary to the provisions of Section 197 of the Charter of The City of San Diego; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractor or any subcontractor, contrary to the provisions of said section, 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 laborers, workmen, and mechanics employed in the construction work contemplated by this contract shall be bona fide residents of The City of San Diego, to the extent that San Diego residents who are competent laborers, workmen, and mechanics of the various kinds or types required are available for employment at the minimum wages which the Contractor is hereby obligated to pay or at such higher wages as he is willing to pay.

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 that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the Contractor, or any subcontractor, in the performance of the work contemplated by this contract; and that the Contractor shall forfeit as a penalty to the City, ten dollars (\$10) for each laborer, workman, or mechanic, employed, for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the following

specified rate for any work done under this contract by the Contractor, or by any subcontractor:

<u>Trade or Occupation</u>	<u>Per Diem Wages 8 hours</u>
Painter, journeyman	\$ 14.00
Swing-stage painter	15.20
Structural steel painter and rigger	16.00
Spray painter and sandblaster	18.40
Laborer	10.80

Foreman to receive not less than \$1.40 per diem above laborer or journeyman classification.

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$10.80 per diem of eight hours.

For overtime, when the same is permitted by law, not less than one and one-half times the foregoing rates. For work performed on Sundays and legal holidays as set forth in Section 10 of the Political Code of the State of California, not less than one and one-half times the above rates.

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

ARTICLE IX. In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies have been engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into, and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may--

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than sixty (60) days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the Contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the Contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

IN WITNESS WHEREOF, this contract is executed by the Manager, of The City of San Diego, under and pursuant to a resolution authorizing such execution, and by the Contractor, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By NEAL D. SMITH
Asst. City Manager

WITNESS: A. G. DOUD
10128 California Ave.
South Gate, Calif.

TECHNICAL MAINTENANCE CO.
Contractor
By R. L. PARKER

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

I hereby approve the form and legality of the foregoing contract, this 15th day of July, 1947.

J. F. DuPAUL
City Attorney of The City of
San Diego
By J. H. MCKINNEY Deputy

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That R. L. PARKER, an individual, doing business as TECHNICAL MAINTENANCE CO. as principal, and MARYLAND CASUALTY COMPANY Baltimore a corporation organized and existing under and by virtue of the laws of the State of MARYLAND as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of eleven thousand four hundred five dollars (\$11,405.00) (not less than one hundred per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego, for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 11th day of July, 1947.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish required materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the painting of elevated tanks and stand-pipe, appurtenances and supporting structures, in the County of San Diego, State of California,

all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of The City of San Diego on the 14th day of May, 1947, marked Document No. 373492, and consisting of Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications, true copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done;

NOW, THEREFORE 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.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seals this 11th day of July, 1947, 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: A. G. DOUD
10128 California Ave.
South Gate, Calif.

TECHNICAL MAINTENANCE CO.
Principal
By R. L. PARKER
MARYLAND CASUALTY COMPANY (SEAL)

ATTEST:
By F. F. EDELEN
ITS 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 15th day of July, 1947.

City Attorney of the City of
San Diego

Approved by the Manager of The City of San Diego this 16th day of July, 1947.
By J. H. MCKINNEY Deputy
NEAL D. SMITH
Asst. City Manager

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } ss.

On this 11th day of July, 1947 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

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That R. L. PARKER, an individual, doing business as TECHNICAL MAINTENANCE CO., as principal, and MARYLAND CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of MARYLAND as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Five thousand seven hundred three Dollars (\$5,703.00), (not less than fifty per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 11th day of July, 1947.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish required materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the painting of elevated tanks and stand-pipe, appurtenances and supporting structures, in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of said The City of San Diego on the 14th day of May, 1947, marked Document No. 373492, and consisting of Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications, true copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done;

And, whereas, the aforesaid penal sum of Five thousand seven hundred three-- Dollars (\$5,703.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work;

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 Chapter 3 of Division 5 of Title One of the Government Code of the State of California, 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 said Chapter 3, Division 5 of Title One of the Government Code.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of Civil Procedure of the State of California, 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 11th day of July, 1947, 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: A. G. DOUD
10128 California Ave.
South Gate, Calif.

ATTEST:

TECHNICAL MAINTENANCE CO.

Principal

By R. L. PARKER (SEAL)

MARYLAND CASUALTY COMPANY

Surety

By F. F. EDELEN

ITS ATTORNEY IN FACT

I hereby approve the form of the foregoing Bond this 15th day of July, 1947.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I hereby approve the foregoing Bond this 15th day of July, 1947.

NEAL D. SMITH

Asst. City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Technical Maintenance Co. - Painting Elevated Tanks and Standpipe; being Document No. 375609.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

KNOW ALL MEN BY THESE PRESENTS, That CARROLL & FOSTER, a co-partnership composed of B. G. Carroll and Harry L. Foster, as Principal and MARYLAND CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of MARYLAND as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of One thousand four hundred ninety-three--Dollars (\$1,493.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 15th day of July, 1947

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish all labor, tools, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the construction of a sewer in the public easements at Beardsley Street (now closed to public use) and Harbor Drive, in The City of San Diego, California, consisting of approximately 128 lineal feet of twelve-inch vitrified clay sewer pipe, approximately 99 lineal feet of ten-inch cast iron sewer pipe, and two concrete manholes; all as more particularly described and in detail set forth in those certain plans and specifications contained in Document No. 373956, on file in the office of the City Clerk of said City.

WHEREAS, the aforesaid penal sum of One thousand four hundred ninety-three--Dollars (\$1,493.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on, or furnish materials, to be used in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his heirs, executors, administrators and 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 Chapter 3 of Division 5 of Title I of the Government Code of the State of California, 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 said Chapter 3, Division 5, Title I of the Government Code provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of Civil Procedure of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the said principal and surety have executed this instrument, the day and year first hereinabove written.

CARROLL & FOSTER,
By HARRY L. FOSTER, Principal

MARYLAND CASUALTY COMPANY
Surety

By F. F. EDELEN

(F. F. Edelen) Its Attorney-in-Fact

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I hereby approve the form of the foregoing bond this 15th day of July, 1947.

I hereby approve the foregoing bond this 15th day of July, 1947.

NEAL D. SMITH

Asst. City Manager



STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } ss.

On this 11th day of July, 1947, 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

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)ss.

On this 15th day of July, 1947, 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

KNOW ALL MEN BY THESE PRESENTS, That CARROLL & FOSTER, a co-partnership composed of B. G. Carroll and Harry L. Foster, as Principal and MARYLAND CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of MARYLAND as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Seven hundred forty-seven -Dollars (\$747.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 15th day of July, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish all labor, tools, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the construction of a sewer in the public easements at Beardsley Street (now closed to public use) and Harbor Drive, in The City of San Diego, California, consisting of approximately 128 lineal feet of twelve-inch vitrified clay sewer pipe, approximately 99 lineal feet of ten-inch cast iron sewer pipe, and two concrete manholes; in accordance with the plans and specifications, referred to in said contract, and for the contract price therein set forth.

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

CARROLL & FOSTER

By HARRY L. FOSTER, Principal

(SEAL)

MARYLAND CASUALTY COMPANY, Surety

By F. F. EDELEN

(F. F. Edelen) Its Attorney-in-Fact.

I hereby approve the form of the within Bond, this 16th day of July, 1947.

J. F. DuPAUL, City Attorney

By J. H. MCKINNEY,

Deputy City Attorney

I hereby approve the foregoing bond this 15th day of July, 1947.

NEAL D. SMITH

Asst. City Manager

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)ss.

On this 15th day of July, 1947, 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

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 15th day of July, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and herein - after sometimes designated as the City, and CARROLL & FOSTER, a co-partnership, composed of B. G. Carroll and Harry L. Foster, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish, all labor, tools, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the construction of a sewer in the public easements at Beardsley Street (Now closed to public use) and Harbor Drive, in The City of San Diego, consisting of approximately 128 lineal feet of twelve-inch vitrified clay sewer pipe, approximately 99 lineal feet of ten-inch cast iron sewer pipe, and two concrete manholes; all as more particularly described and in detail set forth in those certain plans and specifications contained in Document No. 373956, on file in the office of the City Clerk of said City; which plans and specifications are by reference thereto incorporated herein and made a part of this contract the same as if herein set forth in full.

Said contractor hereby agrees to do and perform all of said work at and for the sum of two thousand nine hundred eighty-five dollars (\$2,985.00).

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

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by it to be performed, and the acceptance of said work by said City, will pay said contractor,

in warrants drawn upon the proper fund of said City, the sum of two thousand nine hundred eighty-five dollars (\$2,985.00), as follows:

Upon completion of said work, and the acceptance of the same by the City Manager of said City, 90% of the said contract price shall be paid said contractor, and 10% shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until 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 under or by virtue of the contract shall have been executed by the contractor, and when 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 anyone, without the consent of the Council, in writing, having been first obtained.

Said contractor further agrees to be bound by each and every part of said specifications as the same may be interpreted in case of dispute or question by the City Engineer of said City. Further, that contractor will protect from the elements all of the materials and supplies to be used in the performance of said work, and in case of damage to any portion of said work or materials or supplies to be used in the performance of said work by reason of accident, the action of the elements, or any other cause whatsoever, before the final acceptance of said work, the contractor will repair or replace such damage, at contractor's own cost and expense.

The work shall be conducted under the immediate supervision of the City Engineer, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

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

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 contractor's 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 Laws, as set forth in the Labor Code of the State of California.

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 said Workmen's Compensation, Insurance and Safety Laws, said certificate of the insurance carrier to bear the date of the expiration of said policy.

Said contractor further agrees and covenants that neither said contractor, nor any sub-contractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases 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, \$10.00 for each laborer, workman or mechanic employed in the execution of this contract 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 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 Section 197 of the Charter of The City of San Diego, and that the said contractor shall forfeit as a penalty to the City \$10.00 for each alien knowingly employed upon any of the work provided in this contract to be done by the contractor, or by any sub-contractor, contrary to the provisions of said Charter, for each calendar day, or portion thereof, during which such alien is permitted, or required to labor in violation thereof.

The contractor further agrees that in the performance of the work contemplated by this contract said contractor will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the contractor or any subcontractor in the performance of the work contemplated by this contract; and that the contractor shall forfeit as a penalty to the City \$10.00 for each laborer, workman or mechanic employed, for each calendar day or portion thereof such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the contractor, or by any subcontractor:

<u>Trade or Occupation</u>	<u>Wage Per 8-Hour day.</u>
Laborers:	
General or construction,	\$ 10.80
Operators and tenders of pneumatic and electric tools: vibrating machines and similar mechanical tools not separately classified herein,	12.40
Sewer pipe layer (excluding caulker)	13.20
Operating Engineers:	
Apprentice Engineer, including fireman, oiler, greaser,	12.20
Skip loader operator-wheel type,	14.20
Tractor operator - bulldozer, tamper,	

<u>Trade or Occupation (Con't)</u>	<u>Wage (Con't)</u> <u>Per 8-Hour Day</u>
scraper or drag type shovel or boom attachments,	\$ 15.20
Trenching machine operator,	15.80
Universal equipment operator (shovel, dragline, derrick, derrick-barge, clam-shell or crane),	16.80
Truck Drivers:	
Drivers of trucks legal payload capacity less than 6 tons,	11.40
Drivers of trucks legal payload capacity between 6 and 10 tons,	11.60
Drivers of trucks legal payload capacity between 10 and 15 tons,	12.00
Other Trades:	
Carpenter,	15.20
Cement finisher,	15.80
Electrician, journeyman,	17.00
Reinforcing iron worker,	15.80
Any classification omitted herein not less than ,	10.80

Overtime: Not less than one and one-half times the prevailing or current rate of per diem wages shall be paid for extra work performed by such laborers, workmen or mechanics on Sundays and legal holidays as set forth in Section 10 of the California Political Code and for work performed in excess of 8 hours in one calendar day in such cases in which such overtime work is permitted by law.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 85471 of the Council authorizing such execution, and the contractor has executed this contract, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By NEAL D. SMITH
Asst. City Manager
CARROLL & FOSTER
By HARRY L. FOSTER, Contractor

I hereby approve the form and legality of the foregoing contract this 16th day of July, 1947.

J. F. DuPAUL, 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 Carroll & Foster for construction of sewer in Beardsley Street and Harbor Drive; being Document No. 375610.

FRED W. SICK
City Clerk of the City of San Diego, California

By *Helen M. Willis* Deputy

KNOW ALL MEN BY THESE PRESENTS, That BOWSER, INC., a corporation, as Principal and AMERICAN MOTORISTS INSURANCE COMPANY a corporation organized and existing under and by virtue of the laws of the State of ILLINOIS as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SEVEN HUNDRED THIRTY-ONE and no/100 Dollars (\$731.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 8th day of July, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish and deliver:

1 - Figure 610-248 Bowser water filter system, in accordance with the plans and specifications, referred to in said contract, and for the contract price therein set forth.

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

(SEAL)
ATTEST:
D. D. SULLY
Secretary

BOWSER, INC.
By JAMES P. ORCHARD
Vice-President
Principal
AMERICAN MOTORISTS INSURANCE COMPANY
Surety
By G. M. KLEINRICHERT
Attorney-in-fact

(SEAL)

I hereby approve the form of the within Bond, this 8th day of July, 1947.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY, Deputy City Attorney

I hereby approve the foregoing bond this _____ day of JULY 14, 1947.

NEAL D. SMITH
Asst. City Manager

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 20th day of June, 1947 by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and BOWSER, INC., a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

1 - Figure 610-248 Bowser water filter system, including a filter with 248 sq. ft. effective filtering area, precoat pot with a capacity of 20# of diatomaceous earth, 2 pressure gauges and flow sight, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 373795.

Said Contractor hereby agrees to furnish and deliver the equipment above described, f.o.b. Ft. Wayne, Indiana, at and for the following price, to-wit: \$2,922.37. Said price does not include the California State Sales Tax, which will be paid by the City.

Said Contractor agrees to deliver said equipment within approximately sixty (60) days after receipt of purchase order.

If the manufacturer makes general increases to the trade in the price of the product, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by the contractor to the City, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances, and allowing cancellation to be effected by the City if it elects so to do; provided, however, that any increases to the City, allowed under above conditions, shall not exceed 10% of the price quoted to the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to The City of San Diego.

Said City, in consideration of the furnishing and delivery of said equipment by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said equipment by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Two Thousand Nine Hundred Twenty-two and 37/100 Dollars (\$2,922.37), exclusive of the California State Sales Tax.

Payment for said equipment will be made in accordance with purchase order and delivery. "FEDERAL HINDRANCE" clause to be inserted in The City of San Diego's war time material, equipment and construction contracts:

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies were engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor the City, pursuant to resolution of the City Council, may--

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (30) (days); or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 85290 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

(SEAL)

By NEAL D. SMITH
Asst. City Manager

ATTEST: D. D. SULLY
Secretary

By BOWSER, INC.
JAMES P. ORCHARD
Vice-President, Contractor

I hereby approve the form and legality of the foregoing contract this 14th day of July, 1947.

J. F. DuPAUL, 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 Bowser Inc. for furnishing one Bowser Water Filter System; being Document No. 375611.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

AGREEMENT

For the Construction of Section I, Trunk Sewer No. 3, Mission Valley Trunk Sewer from Pacific Highway East to City Boundary, and appurtenant works for the City of San Diego, California.

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 15th day of July, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, by and through its City Manager, hereinafter sometimes designated as the City, and ARTUKOVICH BROS., a co-partnership composed of John Artukovich, Jerry Artukovich & Vido Artukovich, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH: that the parties hereto do mutually agree as follows:--

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the payments at the prices stated in the bid schedule attached hereto, and by this reference made a part hereof to be paid to the Contractor by the City in manner and form as hereinafter in the attached specifications provided, the Contractor hereby covenants and agrees to and with the City, to furnish any and all required supervision, labor, equipment, material, services, transportation (excepting the labor and the materials specified to be furnished by the City), and any and all other expense necessary or incidental to the performance of certain work hereinafter specified, and to build, erect, construct, complete, and install Section I, Trunk Sewer No. 3, Mission Valley Trunk Sewer from Pacific Highway East to City Boundary, including manholes, chimneys, rock base, concrete cradle, concrete encasement, and appurtenances, complete, in strict conformity with the plans and specifications hereto attached, and to do everything required by this Agreement, and said specifications and drawings.

ARTICLE II. The Contractor agrees to furnish all said materials and labor, to furnish and remove all plant, equipment and tools, and do all the work contemplated and embraced in this Agreement; also to assume all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until its acceptance by the City, and to assume all risks of every description connected with the work; also, to bear all expenses incurred by or in consequence of the suspension or discontinuance of work; and that he will faithfully complete the work in its entirety, in the manner shown and described in the said drawings and specifications and in accordance with the requirements of the City Engineer. The City agrees to pay and the Contractor agrees to accept payment for all work actually done and all materials actually furnished at the respective unit prices bid therefor under the Proposal hereto attached as full compensation under this agreement.

ARTICLE III. The City hereby promises and agrees with the said Contractor to employ, and does hereby employ the said Contractor to provide the materials, (except the labor and materials specified to be furnished by the City), and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the specifications; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV. 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.

ARTICLE V. 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.

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

ARTICLE VII. 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 results from infringement of patent right of anyone, for use by The City of San Diego, its officers or agents, or any article supplied by the Contractor under this Contract, of which he is not patentee, or which he is not entitled to use or sell.

ARTICLE VIII. The contract documents including the Notice Inviting Bids, the Instruction to Bidders, the Proposal, the plans and specifications mentioned herein, all of which are hereto attached, and were filed in the Office of the City Clerk of The City of San Diego, California, as Document No. _____ on 372855, 1947, are hereby incorporated in and made a part of this Agreement.

ARTICLE IX. "FEDERAL HINDRANCE" - In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connect-

ed with, or growing out of the war, in which the United States and its allies were engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefor mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the Contractor shall be prevented by reason of any Federal law, valid rule, order, or regulation from securing the material, equipment, or manpower necessary to perform this contract, the following equitable procedure shall govern:

The Contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required, he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the Contractor, the City, pursuant to resolution of the City Council, may--

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (30) days; or
- (c) With the consent of the Contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the Contractor, terminate this contract.

If the contract is cancelled, the Contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the Contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the Contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

IN WITNESS WHEREOF, this contract is executed by the City Manager of The City of San Diego, under and pursuant to a resolution of the City Council authorizing such execution, and the Contractor has executed this contract, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By NEAL D. SMITH
Asst. City Manager

ARTUKOVICH BROS.

By JOHN ARTUKOVICH
Contractor-Co-partner

I hereby approve the form of the foregoing contract, this 15th day of July, 1947.

J. F. DuPAUL

City Attorney of The City of San Diego

By J. H. MCKINNEY
Deputy City Attorney

FORM OF FAITHFUL PERFORMANCE BOND

The premium on this bond is \$1618.88

KNOW ALL MEN BY THESE PRESENTS, that ARTUKOVICH BROS., a co-partnership, composed of John Artukovich, Jerry Artukovick and Vido Artukovich, 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 hundred sixty-one thousand eight hundred eighty-eight dollars (\$161,888.00) (Not less than one hundred per cent of estimated contract price), lawful money of the United States of America, to be paid to the City of San Diego, for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of July, 1947.

Whereas, the said principal has entered into the annexed contract with the City of San Diego to furnish all materials (except the labor and material specified to be furnished by the City), supervision, labor, tools, appliances, equipment, and other expenses necessary or incidental to the construction of

Section I, Trunk Sewer No. 3, Mission Valley Trunk Sewer from Pacific Highway East to City Boundary, for the City of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the Office of the City Clerk of said City of San Diego on the 5th day of May, 1947, marked "Document No. 372855", copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided; and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done.

NOW THEREFORE 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..

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument, the name and corporate seal of the corporate party being hereto affixed by its proper officers thereunto duly authorized, the day and year first hereinabove written.

ARTUKOVICH BROS. - Principal

FORM OF FAITHFUL PERFORMANCE BOND (CON'T)

By JOHN ARTUKOVICH

GREAT AMERICAN INDEMNITY COMPANY
Surety

COUNTERSIGNED BY:

E. K. JAMES

ATTEST: For Great American Indemnity Co.

By JULIAN A. GANZ

Julian A. Ganz Attorney-in-Fact (SEAL)

Executed in Triplicate

I hereby approve the form of the within Bond this 15th day of July, 1947.

J. F. DuPAUL

City Attorney of the City of
San Diego

By J. H. McKINNEY

Deputy City Attorney

Approved by the City Manager of The City of San Diego, this 15th day of July, 1947.

NEAL D. SMITH

Asst. City Manager

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

On this 14th day of July in the year one thousand nine hundred and Forty-Seven, before me Esther L. Macdonald a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Julian A. Ganz 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 Los Angeles, the day and year in this certificate first above written.

ESTHER L. MACDONALD

(SEAL)

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

My Commission will Expire July 13, 1950

FORM OF LABOR AND MATERIALMEN'S BOND

The premium on this bond is included in the premium for the performance bond.

KNOW ALL MEN BY THESE PRESENTS, That ARTUKOVICH BROS., a co-partnership composed of John Artukovich, Jerry Artukovich & Vido Artukovich, 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 Eighty thousand nine hundred forty-four Dollars (\$80,944.00), (not less than fifty percent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of July, 1947.

Whereas, the said principal has entered into the annexed contract with the City of San Diego to furnish all the materials (except labor and material specified to be furnished by the City), supervision, labor, tools, appliances, equipment, and other expenses necessary or incidental to the construction of Section I, Trunk Sewer No. 3, Mission Valley Trunk Sewer from Pacific Highway East to City Boundary, for The City of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of said City of San Diego on the 6th day of May, 1947, marked "Document No. 372855", copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided; and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done.

And whereas, the aforesaid penal sum of Eighty thousand nine hundred forty-four Dollars (\$80,944.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on, or furnish materials to be used in the said work

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his 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 Chapter 3 of Division 5 of Title One of the Government Code of the State of California, 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 said Chapter 3, Division 5 of Title One of the Government Code provided.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under said Chapter 3 and/or under section 1184e of the Code of Civil Procedure of the State of California, 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, the name and corporate seal of the corporate party being hereto affixed by its proper officers thereunto duly authorized, the day and year first hereinabove written.

COUNTERSIGNED BY:

E. K. JAMES

For Great American Indemnity Co.

By JOHN ARTUKOVICH, Principal

By GREAT AMERICAN INDEMNITY COMPANY
Surety

By JULIAN A. GANZ

Julian A. Ganz, Attorney-in-Fact

Executed in Triplicate

(SEAL)

I hereby approve the form of the within Bond this 15th day of July, 1947.

J. F. DuPAUL
City Attorney of the City of San Diego,
California
By J. H. McKINNEY
City Attorney

Approved by the City Manager of The City of San Diego this 15th day of July, 1947.

NEAL D. SMITH
Asst. City Manager

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

On this 14th day of July in the year one thousand nine hundred and Forty-Seven, before me Esther L. Macdonald a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Julian A. Ganz 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 Los Angeles, the day and year in this certificate first above written.

(SEAL)

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

My Commission will Expire July 13, 1950

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Artukovich Bros. concerning Trunk Sewer No. 3, Mission Valley Trunk Sewer from Pacific Highway East to City Boundary; being Document No. 375612.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 17th day of July, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, by and through its Manager, hereinafter sometimes designated as the City, and CARROLL & FOSTER, a co-partnership, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the payments at the unit prices stated in the Bid Schedule attached hereto, and by this reference made a part hereof, to be paid to the Contractor by the City, in manner and form as hereinafter in attached specifications provided, the Contractor hereby covenants and agrees to and with the City to furnish required materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of 16-inch Water Main in Upas Street, between Bancroft Street and 30th Street, in the City of San Diego, California, as per Schedule all as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of said City on the 9th day of June, 1947, marked Document No. 374282, that true copies of said plans and specifications, together with true copies of Notice to Contractors, Instructions to Bidders and Proposal are hereto attached, and by reference thereto incorporated herein and made a part hereof.

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 obligations and covenants by the Contractor herein undertaken and agreed upon, the Contractor shall be paid at the unit prices stated in the Bid Schedule and as in the specifications attached hereto.

ARTICLE III. The Contractor hereby agrees that he will be bound by each and every part of the plans and specifications, and do and cause to be done all of said work and improvement as specified in the specifications and as shown upon the plans, as the same may be interpreted by the Hydraulic Engineer, Division of Development and Conservation of the Water Department of said City, subject to approval by the City Manager and by the Council, evidenced by Resolution.

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

ARTICLE V. The Contractor shall keep harmless and indemnify the City of San Diego, its officers and agents, from all damage, cost or expense that arises or results from infringement of patent right of any one for use by The City of San Diego, its officers or agents, of articles supplied by the Contractor under this contract, of which he is not patentee, or which he is not entitled to use or sell.

ARTICLE VI. The Contractor further agrees and covenants that neither the Contractor, nor any subcontractor, doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided for in this contract to be done, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day in violation of the provisions of Section 196 of the Charter of The City of San Diego; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed by the Contractor or by any subcontractor upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of said Section of the City Charter; and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done any alien, contrary to the provisions of Section 197 of the Charter of The City of San Diego; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractor or any subcontractor, contrary to the provisions of said section, 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 laborers, workmen, and mechanics employed in the construction work contemplated by this contract shall be bona fide residents of The City of San Diego, to the extent that San Diego residents who are competent laborers, workmen and mechanics of the various kinds or types required are available for employment at the minimum wages which the Contractor is hereby obligated to pay or at such higher wages as he is willing to pay.

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 that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the Contractor, or any subcontractor, in the performance of the work contemplated by this contract; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the Contractor, or by any subcontractor:

TRADE OR OCCUPATION	Per Diem Wages 8 Hours
Air Tool Operator (Jackhammerman, Vibrator)	\$12.40
Laborer, Unskilled	10.80
Plumber	15.00
Power Equipment Operators:	
Bulldozer	15.20
Universal equipment	15.80
Mixer, Skip Type	14.20
Trenching Machine	15.80
Truck Driver, Less than 5 tons	11.40
Truck Driver, 5 to 10 tons	11.60
Truck Driver, 10 to 15 tons	12.00
Truck Driver, 15 to 20 tons	12.50
Truck Driver, Dump Truck, less than 4 yds.	11.40
Truck Driver, Dump Truck, 4 to 8 yds.	11.60

Foreman to receive not less than \$1.40 per diem above laborer.

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$10.80 per diem of 8 hours.

For overtime, when the same is permitted by law, one and one-half times the foregoing rates. For work performed on Sundays and legal holidays as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

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

ARTICLE IX. In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies have been engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the Contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The Contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into, and is beyond the control of the Contractor, the City, pursuant to resolution of the City Council, may--

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than sixty (60) days; or
- (c) With the consent of the Contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the Contractor, terminate this contract.

If the contract is cancelled the Contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the Contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the Contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

IN WITNESS WHEREOF, this contract is executed by the Manager 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, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By NEAL D. SMITH
Asst. City Manager
CARROLL & FOSTER
Contractor

By HARRY L. FOSTER

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

I hereby approve the form and legality of the foregoing contract, this 17th day of July, 1947.

J. F. DuPAUL
City Attorney of The City of San Diego
By J. H. McKINNEY, Deputy

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That CARROLL & FOSTER, a co-partnership, as principal, and MARYLAND CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Maryland as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of eight thousand nine hundred fifty-one dollars (\$8,951.00) (not less than one hundred per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego, for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 15th day of July, 1947.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish required materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of water main in Upas Street, between Bancroft Street & 30th Street in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of The City of San Diego on the 9th day of June, 1947, marked Document No. 374282, and consisting of Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications, true copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done;

NOW, THEREFORE 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.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seals this 15th day of July, 1947, 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.

CARROLL & FOSTER

Principal

By HARRY L. FOSTER

MARYLAND CASUALTY COMPANY

Surety

(SEAL)

By F. F. EDELEN

(F. F. Edelen) Its 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 17th day of July, 1947.

J. F. DuPAUL

City Attorney of the City of San Diego

By J. H. MCKINNEY, Deputy

Approved by the City Manager of The City of San Diego this 17th day of July, 1947.

NEAL D. SMITH

Asst. City Manager

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 15th day of July, 1947, 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

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That CARROLL & FOSTER, a co-partnership, as principal, and MARYLAND CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Maryland as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Four thousand four hundred seventy-six Dollars (\$4,476.00), (not less than fifty per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 15th day of July, 1947.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish required materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of water main in Upas Street, between Bancroft and 30th Streets, in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of said The City of San Diego on the 9th day of June, 1947, marked Document No. 374282, and consisting of Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings

and Specifications, true copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done;

And, whereas, the aforesaid penal sum of Four thousand four hundred seventy-six--Dollars (\$4,476.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work;

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 Chapter 3 of Division 5 of Title One of the Government Code of the State of California; 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 said Chapter 3, Division 5 of Title One of the Government Code.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of Civil Procedure of the State of California, 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 15th day of July, 1947, 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.

CARROLL & FOSTER
Principal
By HARRY L. FOSTER (SEAL)
MARYLAND CASUALTY COMPANY, Surety
By F. F. EDELEN
(F. F. Edelen) Its Attorney-in-Fact

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } ss.

On this 15th day of July, 1947, before me, C. T. Neill, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared F. F. Edelen, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of MARYLAND CASUALTY COMPANY, the corporation that executed the within instrument, and acknowledged to me that he subscribed the name of MARYLAND CASUALTY COMPANY thereto as principal and his own name as attorney in fact. I further certify that said instrument was executed by said F. F. Edelen as attorney in fact of MARYLAND CASUALTY COMPANY in my presence; and that his signature thereto is genuine.

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

(SEAL)

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

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

I hereby approve the form of the within Bond this 17th day of July, 1947.

J. F. DuPAUL
City Attorney of The City
of San Diego

Approved by the City Manager of The City of San Diego this 17th day of July, 1947.

NEAL D. SMITH
Asst. City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Carroll and Foster concerning Water Main in Upas Street; being Document No. 375585.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willis 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 July, 1947 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 thereof, the party of the first part hereinafter sometimes designated as the "City", and M. H. GOLDEN CONSTRUCTION COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the "Contractor", WITNESSETH:

ARTICLE I That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the sums of money hereinafter designated to be paid to the Contractor by the City, in manner and form as hereinafter in attached specifications provided, the Contractor hereby covenants and agrees to and with the City, to furnish all materials, all labor, tools, appliances, equipment, plant and transportation, and any and all other expense necessary or incidental to the performance of certain work hereinafter specified, and to construct, install, and complete Switzer Canyon Storm Drain, consisting of approximately 950-lineal feet of 5' x 10' double-barrel reinforced concrete box section, and approximately 40-lineal feet of reinforced concrete bulkhead, including cleanouts, wing walls, head walls, concrete slabs and appurtenances, with the exception of Items 1, 2, 3, 4 and 5 hereinafter set forth, 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 16th day of May, 1947, marked "Document No. 373467" and endorsed Contract Documents for "Switzer Canyon Storm Drain across municipal tidelands from the Atchison, Topeka & Santa Fe Railway right-of-way line at Bridge No. K 269 to the northeast corner of the proposed Tenth Street Industrial Pier site"; true copies of said Contract Documents, Plans and Specifications are hereto annexed, by reference thereto incorporated herein and made a part hereof as though in this paragraph fully set forth, and to accept as full compensation therefor the lump sum price of (\$133,300.00); One hundred thirty-three thousand three hundred dollars and also agrees to furnish all required labor, equipment, materials, services, and any and all other expense necessary or incidental to furnish and place the following named items if required, which will be paid for as extras in addition to the lump sum price.

Item 1. 1:3:5 mix Portland Cement Concrete for foundation and protection including necessary excavation at (\$20.00); Twenty--dollars, and no cents per cubic yard of concrete in place.

Item 2. Crushed rock base and crushed rock backfill, as required, including necessary excavation at (\$2.75); Two--dollars, and seventy-five cents, per ton (2,000 lbs.) in place.

Item 3. Light rip-rap hand placed, as required, including necessary excavation and back-fill at (\$15.00); Fifteen - - dollars, and no cents per cubic yard in place.

Item 4. Light rip-rap, as required, to stabilize foundation or for shore protection dumped in place by equipment or otherwise including necessary excavation at (\$10.00); Ten--dollars, and no cents per ton (2,000 lbs.) in place.

Item 5. Heavy rip-rap, as required, including necessary excavation at (\$6.50); Six--dollars, and fifty cents per ton (2,000 lbs.) in place.

ARTICLE II In consideration of the construction and completion of the work by Contractor herein undertaken, according to the terms of this contract, and the faithful performance of all obligations and covenants by the Contractor herein undertaken and agreed upon, the Contractor shall be paid as is provided in the specifications attached hereto.

ARTICLE III The Contractor hereby agrees that he will be bound by each and every part of the plans and specifications, and do and cause to be done all of said work and improvement as specified in the specifications and as shown upon the plans as the same may be interpreted by the Port Director of said City.

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

ARTICLE V The Contractor shall keep harmless and indemnify the City of San Diego, its officers and agents, from all damage, cost, or expense that arises or results from infringement of patent right of any one for use by The City of San Diego, its officers or agents, of articles supplied by the Contractor under this contract, of which he is not patentee, or which he is not entitled to use or sell.

ARTICLE VI It is further required, and the Contractor hereby expressly agrees that laborers, workmen, and mechanics employed in the construction work contemplated by this contract shall be bona fide residents of The City of San Diego, to the extent that San Diego residents who are competent laborers, workmen, and mechanics of the various kinds or types required are available for employment.

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 that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen, and mechanics employed by the Contractor, or any sub-Contractor, in the performance of the work contemplated by this contract; and that the Contractor shall forfeit as a penalty to The City, Ten Dollars (\$10.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, such laborer, workman, or mechanic is paid less than the following specified rate for any work done under this contract by the Contractor or by any sub-Contractor.

CLASSIFICATIONS

Per Diem
Rate

Carpenters:

Carpenter Foreman to receive one dollar & forty cents (\$1.40) per day more than Journeymen.

Carpenter	15.20
Millwright	15.80
Saw filer	15.80
Table power saw operator	15.80
Pile driver foreman	18.50
Pile driver man - bridge or dock carpenter	16.20
Pile driver man - derrick bargeman	14.80
Pile driver man - head, rock slinger	15.00
Pile driver man - rock slinger	14.40

Laborers:

Laborer Foreman to receive one dollar & forty cents (\$1.40) per day more than Journeymen.

Laborers (general or construction-not herein separately classified)	10.80
Underground laborer, including caisson bellows	11.80
Operators & tenders of pneumatic and electric tools, vibrating machines, and similar mechanical tools not separately classified herein	12.40
Motormen	13.60
Cement dumper (on 1-yd, or larger mixers and handling bulk cement)	12.40
Cribbers or shorers	13.60
Powderman	13.60
Chucktender	12.00
Muckers, dumpmen & trackmen (in tunnels)	12.00
Cutting torch operator (demolition)	11.20
Drillers (core, diamond, or wagon)	14.20
Drillers (all others)	13.00

Classifications: (Con't)

Rip-rap stonepaver	12.20
Tarman & mortarman	11.20
<u>Cement Finishers:</u>	
Cement finisher	15.80
<u>Iron Workers:</u>	
Reinforcing iron worker	15.80
<u>Electricians:</u>	
Electrical Foreman to receive two dollars (\$2.00) per day more than Journeymen.	
Journeyman lineman	16.50
Journeyman wireman	16.50
<u>Blacksmiths:</u>	
Blacksmith	15.20
Blacksmith - helper	12.20
<u>Operating Engineers:</u>	
Operating Engineer Foreman to receive one dollar & forty cents (\$1.40) per day more than Journeymen.	
Apprentice engineer, including fireman, oiler, greaser	12.20
A-Frame - Boom Truck	15.20
Air compressor operator	13.40
Asphalt or crushing plant operator	15.20
Boring Machine operator (excluding pneumatic or equipment of similar capacity)	15.80
Boxman or Mixer Box operator (concrete or asphalt plant)	13.20
Concrete or asphalt spreading, mechanical tamping or finishing machine operator	15.20
Concrete mixer operator - paving type and mobile mixer	16.00
Concrete mixer operator - skip type	14.20
Concrete pump or pumpcrete gun operator	14.20
Dinkey operator	14.20
Drilling machine operator, inc. water wells	16.20
Elevating grader operator	13.80
Engineer - generating plant	13.80
Heavy duty repairman	15.20
Heavy duty, repairman - helper	12.20
Elevator hoist operator	14.80
Material loader or conveyor operator	13.20
Motor patrol operator, including any type of power blade	15.20
Oshkosh or D.W. 10 or Tourneapull operators	16.20
Pavement - breaker operator	14.80
Pile driver operator	16.80
Pump operator	13.20
Road oil mixing machine operator	15.50
Roller operator	14.80
Skip loader operator - wheel type	14.20
Screed operator	13.20
Tow blade or grader operator	14.20
Tractor Hi-life shovel operator	16.80
Tractor operator - bulldozer, tamper, scraper or drag type shovel or boom attachments	15.20
Tractor, scraper or drag type shovel - tandem	18.20
Trenching machine operator	15.80
Universal equipment operator (shovel, dragline, derrick, derrick-barge, clamshell or crane)	16.80
<u>Truck Drivers:</u>	
Truck Driver Foreman to receive one dollar and forty cents (\$1.40) per day more than Journeymen.	
Drivers of dump trucks of less than 4-yds. water level	11.40
Drivers of dump trucks - 4-yds, but less than 8-yds. water level	11.50
Drivers of dump trucks - 8-yds, but less than 12-yds. water level	12.00
Drivers of dump trucks - 12-yds, but less than 16-yds. water level	12.60
Drivers of dump trucks - 16-yds. or more water level	14.20
Drivers of trucks legal payload capacity less than 6-tons	11.40
Drivers of trucks legal payload capacity between 6 & 10 tons	11.50
Drivers of trucks legal payload capacity between 10" 15"	12.00
Drivers of trucks legal payload capacity between 15" 20"	12.50
Drivers of trucks legal payload capacity 20-tons or more	14.20
Drivers of Euclid type spreader trucks	14.20
Drivers of Dumpster trucks	14.20
Drivers of Transit-mix trucks - under 3-yards	13.20
Drivers of Transit-mix trucks - 3-yards or more	14.20
Ross carrier, drivers - highway	14.20
Water truck drivers - under 2500 gal.	11.80
Water truck drivers - 2500 gal. or more	12.80
Industrial lift-truck	11.40
Truck greaser & fireman	11.80
Truck repairman	15.20
Truck repairman - helper	13.20
Teamster (horses)	10.80
Warehouseman	10.80
Warehouseman (clerk or foreman)	11.80
Winch truck drivers - 12 1/2¢ per hour additional when operating power winch A-Frames or similar special attachments.	

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$10.80 per diem of 8-hours

For overtime when the same is permitted by law, one and one-half times the foregoing rates. For work performed on Sundays and Legal Holidays as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

ARTICLE VII-a The Contractors further agree and covenant that neither the Contractors, nor any subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided 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 195 of the Charter of the City of San Diego, and the Contractors shall forfeit as a penalty to the City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed by the Contractors, or by any subcontractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of said Charter Section; and that the Contractors will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done by any alien, contrary to the provisions of Section 197 of said Charter, and that the Contractors shall forfeit as a penalty to the City Ten Dollars, (\$10.00), for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractors or any subcontractor contrary to the provisions of said Charter Section for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

ARTICLE VIII Federal Hindrance: In entering into this contract, it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the recent war in which The United States and its Allies were engaged and which are entirely beyond the control of either party, that may hinder, delay, or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed anything herein contained to the contrary notwithstanding, that in event the Contractor shall be prevented by reason of any Federal Law, valid rule, order, or regulation from securing the material, equipment, or manpower necessary to perform this contract, the following equitable procedure shall govern:

The Contractor shall in writing notify The City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required, he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the Harbor Commission that the cause of inability to perform arose after the contract was entered into and is beyond the control of the Contractor, The City, pursuant to resolution of the Harbor Commission, may,

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (30) days; or
- (c) With the consent of the Contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon The City or the Contractor, terminate this contract.

If the contract is cancelled, the Contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the Contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination, the Contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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

ARTICLE X Component Parts of this Contract:

The Contract, entered into by the acceptance of the Contractor's bid and the signing of this agreement consists of the following documents, all of which are component parts of said Contract and as fully a part thereof as if herein set out in full, and, if not attached, as if hereto attached.

1. This Agreement
2. Addendum No. 1
3. General Conditions
4. Specifications
5. Plans
6. Instructions to Bidders
7. Notice to Contractors
8. Proposal

In the event of any conflict or inconsistency between any of the foregoing documents, the conflict or inconsistency shall be resolved upon the basis of the numerical order of the documents, with the document or documents assigned the lower number or numbers being controlling over any document having a higher number in the numerical order set forth above.

ARTICLE XI Time for Beginning and Completing Job. The Contractor agrees to commence work on the date to be specified in a Notice to Commence Work, to be given by the City, and to complete all work within 120 consecutive calendar days after the date so specified.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Harbor Commission of The City of San Diego, thereunto duly authorized, 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 EMIL KLICKA
A. BORTHWICK
Members of the Harbor Commission,
Party of the First Part

ATTEST:
KENNETH H. GOLDEN-Secty.

(SEAL)

M. H. GOLDEN CONSTRUCTION CO.
3485 NOELL STREET
SAN DIEGO 1, CALIFORNIA
ROBERT M. GOLDEN, Vice Pres.
Contractor, Party of the Second Part

(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 21st day of July, 1947.

J. F. DuPAUL
City Attorney of the City of San Diego
By J. H. MCKINNEY

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT M. H. GOLDEN CONSTRUCTION COMPANY, a corporation, as principal, and PACIFIC INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Calif., as surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of One hundred thirty-three thousand three hundred dollars (\$133,300.00) (not less than one hundred per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego, for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 15th day of July, 1947.

WHEREAS, the said principal has entered into the annexed contract with The City of San Diego to furnish all materials, and all labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion, and installation of a reinforced concrete box storm drain and reinforced concrete bulkhead including cleanouts, head-walls, wing walls, and appurtenant work in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the Office of the City Clerk of The City of San Diego, on the 16th day of May, 1947, marked Document No. 373467, and endorsed, "Contract Documents for Switzer Canyon Storm Drain Extension across municipal tidelands from the Atchison, Topeka & Santa Fe Railway right-of-way line at Bridge No. K-269 to the northeast corner of the proposed Tenth Street Industrial Pier site"; true copies of which said Contract Documents, including said plans and specifications together with Notice to Contractors, Instructions to Bidders and Proposal are attached to said Contract and made a part thereof as in said Contract provided; and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done.

NOW, THEREFORE, 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.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seals this 15th day of July, 1947; 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.

(SEAL) M. H. GOLDEN CONSTRUCTION CO.
3485 NOELL STREET
SAN DIEGO 1, CALIFORNIA
Principal

ATTEST:

KENNETH H. GOLDEN, Secty.

By ROBERT M. GOLDEN, V. Pres.

PACIFIC INDEMNITY COMPANY (SEAL)
621 SOUTH HOPE STREET - LOS ANGELES, CALIFORNIA
By R. D. SPICER Surety
R. D. Spicer, Attorney-in-Fact

(If executed by an individual or partnership Contractor, appropriate changes shall be made in the past preceding paragraph.)

I hereby approve the form of the within Bond this 19th day of June, 1947.

J. F. DuPAUL
City Attorney of The City of San Diego

Approved by a majority of the members of the Harbor Commission of The City of San Diego this 17th day of July, 1947.

EMIL KLICKA
A. BORTHWICK

STATE OF CALIFORNIA, ss.
County of SAN DIEGO

On this 15 day of July in the year one thousand nine hundred and forty seven before me, I. E. FRIEDMAN 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) I. E. FRIEDMAN
Notary Public in and for SAN DIEGO, County,
State of California
My Commission Expires Oct. 18, 1947

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, THAT M. H. GOLDEN CONSTRUCTION COMPANY, 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 held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of Cali-

fornia, in the sum of Sixty-six thousand six hundred fifty - - dollars (\$66,650.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 15 day of July, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the construction, completion, and installation of a reinforced concrete box storm drain and reinforced concrete bulkhead including cleanouts, headwalls, wing walls, and appurtenant work in the County of San Diego, State of California, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. _____.

WHEREAS, the aforesaid penal sum of Sixty-six thousand six hundred fifty - - dollars (\$66,650.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on, or furnish materials, to be used in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his heirs, executors, administrators and 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 Chapter 3 of Division 5 of Title I of the Government Code of the State of California, 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 said Chapter 3, Division 5, Title I of the Government Code provided.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of Civil Procedure of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seals this 15 day of July, 1947, 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.

(SEAL)

M. H. GOLDEN CONSTRUCTION CO.
3485 NOELL STREET
SAN DIEGO 1, CALIFORNIA
Principal

By

ROBERT M. GOLDEN, V. Pres.
PACIFIC INDEMNITY COMPANY (SEAL)
621 SOUTH HOPE STREET - LOS ANGELES,
CALIFORNIA, Surety

ATTEST:

KENNETH H. GOLDEN, Secty.

By

R. D. SPICER
R. D. Spicer, 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 19 day of June, 1947.

J. F. DuPAUL

City Attorney of The City of
San Diego

Approved by a majority of the members of the Harbor Commission of the City of San Diego this 17 day of July, 1947.

EMIL KLICKA
A. BORTHWICK

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with M. H. Golden Construction Co.; being Document No. 375725.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Alben M. Willis Deputy

KNOW ALL MEN BY THESE PRESENTS, That A. F. ANDERSEN, as Principal and THE TRAVELERS INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Two thousand four hundred thirty-eight - - Dollars (\$2,438.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 17th day of July, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish all labor, tools, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the moving of a building now located in Balboa Park to a new location on portions of Lots "D" and "G", Block 188, Mission Beach, and the construction of alterations and additions to said building, for the purpose of converting the same into public rest rooms; all in accordance with the plans and specifications therefor contained in Document No. 374404, on file in the office of the City Clerk of said City.

WHEREAS, the aforesaid penal sum of Two thousand four hundred thirty-eight Dollars (\$2,438.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on, or furnish materials, to be used in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his heirs, executors, administrators and 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 Chapter 3 of Division 5 of Title I of the Government Code of the State of California, 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 said Chapter 3, Division 5, Title I of the Government Code provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of Civil Procedure of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the said principal and surety have executed this instrument, the day and year first hereinabove written.

A. F. ANDERSEN
Principal
THE TRAVELERS INDEMNITY COMPANY (SEAL)
Surety

By WILLIAM HINES
Attorney-in-Fact

I hereby approve the form of the foregoing bond this 18th day of July, 1947.

J. F. DuPAUL, City Attorney
By J. H. MCKINNEY
Deputy City Attorney

I hereby approve the foregoing bond this 18th day of July, 1947.
F. A. RHODES,
City Manager

The rate of premium on this bond is \$10.00 per thousand
Total amount of premium charged, \$24.37.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 17th day of July, 1947, before me personally came William Hines to me known, who being by me duly sworn, did depose and say: that he is Attorney(s)-in-Fact of THE TRAVELERS INDEMNITY COMPANY, the Corporation described in and which executed the foregoing instrument; that he know(s) the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority granted to him in accordance with the By-Laws of the said Corporation, and that he signed his name thereto by like authority.

SYLVIA GROVE (SEAL)
Notary Public

My Commission Expires April 9, 1949

KNOW ALL MEN BY THESE PRESENTS, That A. F. ANDERSEN, as Principal and THE TRAVELERS INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of One thousand two hundred nineteen - Dollars (\$1,219.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 17th day of July, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish all labor, tools, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the moving of a building now located in Balboa Park to a new location on portions of Lots "D" and "G", Block 188, Mission Beach, and the construction of alterations and additions to said building, for the purpose of converting the same into public rest rooms; in accordance with the plans and specifications, referred to in said contract, and for the contract price therein set forth.

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

A. F. ANDERSEN
Principal
THE TRAVELERS INDEMNITY COMPANY (SEAL)
Surety

By WILLIAM HINES
Attorney-in-Fact

I hereby approve the form of the within Bond, this 18th day of July, 1947.

J. F. DuPAUL, City Attorney
By J. H. MCKINNEY,
Deputy City Attorney

I hereby approve the foregoing bond this 18th day of July, 1947.
F. A. RHODES,
City Manager

The rate of premium on this bond is 10.00 per thousand
Total amount of premium charged, \$24.38

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 17th day of July, 1947, before me personally came William Hines to me known, who being by me duly sworn, did depose and say: that he is Attorney(s)-in-Fact of THE TRAVELERS INDEMNITY COMPANY, the Corporation described in and which executed the foregoing instrument; that he know(s) the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority granted to him in accordance with the By-Laws of the said Corporation, and that he signed his name thereto by like authority.

SYLVIA GROVE (SEAL)
Notary Public

My Commission Expires April 9, 1949

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 17th day of July, 1947, by and between THE CITY OF SAN DIEGO, a municipal 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. F. ANDERSEN, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on

the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all labor, tools, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the moving of a building now located in Balboa Park to a new location on portions of Lots "F" and "G", Block 188, Mission Beach, and the construction of alterations and additions to said building, for the purpose of converting the same into public rest rooms; all in accordance with the plans and specifications therefor contained in Document No. 374404, on file in the office of the City Clerk of said City; which plans and specifications are by reference thereto incorporated herein and made a part of this contract the same as if herein set forth in full.

Said contractor hereby agrees to do and perform all of said work at and for the sum of four thousand eight hundred and seventy-five dollars (\$4,875.00).

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

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by him to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of four thousand eight hundred and seventy-five dollars (\$4,875.00); said payments to be made as follows: Upon the submission by the contractor and approval by the City Manager of an estimate of the work performed during the preceding 15-day period, there shall be paid to the contractor a sum equal to 90% of the value of the work performed during the previous 15-day period. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager, and when a release of all claims against the City 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 under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California, the final 10% will be paid by the City.

Said contractor further agrees not to underlet nor assign this contract, or any part thereof, to anyone, without the consent of the Council, in writing, having been first obtained.

Said contractor further agrees to be bound by each and every part of said specifications as the same may be interpreted in case of dispute or question by the City Engineer of said City. Further, that contractor will protect from the elements all of the materials and supplies to be used in the performance of said work, and in case of damage to any portion of said work or materials or supplies to be used in the performance of said work by reason of accident, the action of the elements, or any other cause whatsoever, before the final acceptance of said work, the contractor will repair or replace such damage, at contractor's own cost and expense.

The work shall be conducted under the immediate supervision of the City Engineer, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

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

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 contractor's 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 Laws, as set forth in the Labor Code of the State of California.

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 said Workmen's Compensation, Insurance and Safety Laws, 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 employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases 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, \$10.00 for each laborer, workman or mechanic employed in the execution of this contract 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 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 Section 197 of the Charter of The City of San Diego, and that the said contractor shall forfeit as a penalty to the City \$10.00 for each alien knowingly employed upon any of the work provided in this contract to be done by the contractor, or by any subcontractor, contrary to the provisions of said Charter, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

The contractor further agrees that in the performance of the work contemplated by this contract said contractor will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the contractor or any subcontractor in the performance of the work contemplated by this contract; and that the contractor shall forfeit as a penalty to the City \$10.00 for each laborer, workman or mechanic employed, for each calendar day or portion thereof such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the contractor, or by any subcontractor:

<u>Trade or Occupation</u>	<u>Wage Per 8-Hour Day.</u>
Concrete Mixer operators, skip type,	\$ 14.20
Carpenters,	15.20
Plumbers,	16.00
Painters,	14.00
Electricians,	17.00
Cement finishers,	15.80
Laborers - general or construction,	10.80
Lathers,	18.00
Plasterers,	18.00
Plasterer's tenders,	16.40
Roofers (mopped on)	14.00
Sheet metal workers	14.00
House Movers, Foreman,	15.00
Housemovers, Journeyman,	13.00
Any classification omitted herein not less than	10.80

For overtime, when the same is permitted by law, one and one-half times the foregoing rates. For work performed on Sundays and legal holidays, as set forth in Section 10 of the Political Code of the State of California, one and one-half times the foregoing rates.

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

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

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

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. 85459 of the Council authorizing such execution, and the contractor has executed this contract, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By F. A. RHODES,
City Manager
A. F. ANDERSEN,
Contractor

I hereby approve the form and legality of the foregoing contract this 18th day of July, 1947.

J. F. DuPAUL, 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 A. F. Andersen in re. to rest rooms at Mission Beach; being Document No. 375726.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into at The City of San Diego, California, this 21st day of July, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and S. F. NIELSEN, an individual, doing business as NIELSEN CONSTRUCTION CO., party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

WHEREAS, on the 5th day of May, 1947, said City and said contractor entered into an agreement for the moving of building from 854 State Street at E Street, to New Town Park, corner of India, F and Columbia Streets, and the construction of alterations and additions to said building, for a Blood Donor Center, which contract is contained in Document No. 373043, on file in the office of the City Clerk of said City; and

WHEREAS, said contract provides that no increase in price over the contract rate shall be paid to the contractor on account of extra work, change or changes, except upon formal written agreement between the parties thereto; and

WHEREAS, the City and County Health Department has requested the following extra work in connection with the alteration of said building:

- Item No. 1. Floor type sewage connection, cold water connection, and 110 V, 7500 W electrical line.
- Item No. 2. Electrical outlet for sterilizer, 20 amp. 110 V, pre-dicated on Item No. 1 being authorized due to required increased service.
- Item No. 3. Construction of draft-free room, 6' x 7', with plastered and painted interior.
- Item No. 4. Laboratory table and cabinets.
- Item No. 5. Asphalt tile floor in laboratory and draft-free room
- Item No. 6. Paint entire laboratory

AND WHEREAS, said S. F. Nielsen has agreed to do such extra work for the sum of \$1,090.77;

NOW, THEREFORE, for and in consideration of the sum of \$1,090.77, to be paid to said contractor by said City, said contractor hereby agrees to and with said City to do the following work in addition to the work provided to be done by the contract between the City and the contractor in connection with the alteration of the building for the Blood Donor Center, which said contract is contained in Document No. 373043, on file in the office of the City Clerk of said City:

- Item No. 1. Floor type sewage connection, cold water connection,

12th Avenue and the west line of 8th Avenue.

In the area bounded by the north line of A Street, the south line of Market Street, the east line of 2nd Avenue, and San Diego Bay

Saturday..... In the area bounded by the north line of A Street, the south line of Market Street, the west line of 8th Avenue, and the east line of 2nd Avenue.

Collection in this area must be made between the hours of 7:00 A.M. and 10:00 A.M.

The period of this contract shall extend from July 1, 1947, to and including June 30, 1948; provided, however, that this contract may be terminated by either party upon thirty days' written notice to the other party, without liability upon either party, and in such case the contractor shall be paid at the contract rate per month up to the date of such termination.

(2) The City will furnish a dump for the use of the contractor in the City of San Diego, but the contractor will not be permitted to burn any combustible rubbish at said dump unless specifically authorized so to do by the Director of Public Works of said City or his duly authorized representative. In dumping combustible rubbish in said dump the contractor shall be subject to the direction of said Director of Public Works or his duly authorized representative. The City specifically reserves the right to change the location of such dump from time to time; provided, however, that in the event of such change the City will provide a dump at some reasonably accessible location within the City limits.

(3) The contractor agrees that in the performance of this contract he will use such number of trucks as the quantity of refuse which he is required to collect and remove hereunder shall make reasonably necessary for the adequate performance of the contract.

The contractor further agrees that he will not underlet or assign this contract or any part thereof to anyone without the consent of the City Council, in writing, having been first obtained.

(4) The contractor during the entire life of this contract shall secure and maintain a policy or policies of public liability insurance with The City of San Diego named as co-insured in the amount not less than \$10,000 for injury to one person and not less than \$20,000 for injuries in any one accident; and also property damage insurance with the City named as co-insured in an amount not less than \$1000 for one accident and an aggregate liability of \$5000. The contractor shall also secure and maintain during the life of this contract adequate Workmen's Compensation Insurance covering all persons employed by him and shall furnish the City with a certificate showing that such compensation insurance is in effect.

(5) The contractor further agrees and covenants that neither he 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 employed upon or in connection with any of the work provided for in this contract, shall require or permit any 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 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 Section 196 of the Charter of The City of San Diego.

(6) The contractor further agrees and covenants that the contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done, any alien, contrary to the provisions of Section 197 of the Charter of The City of San Diego, and that the said contractor shall forfeit as a penalty to the City Ten Dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done by the contractor, or by any subcontractor, contrary to the provisions of said Charter, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

(7) The contractor further agrees that in the performance of the work contemplated by this contract he will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the contractor or any subcontractor in the performance of the work contemplated by this contract; and that the contractor shall forfeit as a penalty to the City Ten Dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day or portion thereof, such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the contractor, or by any subcontractor:

<u>Trade or Occupation</u>	<u>Rate per diem of 8 hours</u>
Drivers of trucks, legal payload capacity	\$11.40
Laborers, common,	10.80

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$10.80 per day.

For overtime, when the same is permitted by law, one and one-half the foregoing rates. For work performed on Sundays and legal holidays, as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

(8) The City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of the contractor undertaken by him to be performed, will pay said contractor in warrants drawn upon the proper fund of said City, on or before the 10th day of each month, the sum of \$1996.00, for the services performed by the contractor for the preceding month.

(9) In the event the contractor shall fail or refuse to perform any of the agreements or covenants by him undertaken to be performed and such failure shall continue for a period of seven (7) days, the City shall have the absolute right to terminate and cancel this contract; and upon such termination and cancellation the contractor shall have no further rights hereunder.

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

IN WITNESS WHEREOF, The City of San Diego has caused this instrument to be executed by

its City Manager, acting under and pursuant to Resolution No. 86461 of the Council authorizing such execution, and the contractor has hereunto affixed his signature the day and year in this agreement first above written.

By THE CITY OF SAN DIEGO,
F. A. RHODES,
City Manager
FRANK SOSA,
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 22nd day of July, 1947.

By J. F. DuPAUL, City Attorney,
J. H. McKINNEY,
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Frank Sosa for collection and removal of City Refuse from certain areas; being Document No. 375818.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilbig Deputy

FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 22nd day of July, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, by and through its Council, hereinafter sometimes designated as the City, and AMERICAN PIPE AND CONSTRUCTION CO., a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the payments at the unit prices stated in the Bid Schedule attached hereto, and by this reference made a part hereof, to be paid to the Contractor by the City, in manner and form as hereinafter in attached specifications provided, the Contractor hereby covenants and agrees to and with the City to furnish required materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of Chollas Pipe Line Replacement, Reservoir to Wye, -- in the County of San Diego, California; as per Schedule, all as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of said City on the 28th day of May, 1947, marked Document No. 373959, that true copies of Notice to Contractors, Instructions to Bidders and Proposal are hereto attached, and by reference thereto incorporated herein and made a part hereof.

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 obligations and covenants by the Contractor herein undertaken and agreed upon, the Contractor shall be paid at the unit prices stated in the Bid Schedule and as in the specifications attached hereto.

ARTICLE III. The Contractor hereby agrees that he will be bound by each and every part of the plans and specifications, and do and cause to be done all of said work and improvement as specified in the specifications and as shown upon the plans, as the same may be interpreted by the Hydraulic Engineer, Division of Development and Conservation of the Water Department of said City, subject to approval by the City Manager and by the Council, evidenced by Resolution.

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

ARTICLE V. The Contractor shall keep harmless and indemnify the City of San Diego, its officers and agents, from all damage, cost or expense that arises or results from infringement of patent right of any one for use by The City of San Diego, its officers or agents, of articles supplied by the Contractor under this contract, of which he is not patentee, or which he is not entitled to use or sell.

ARTICLE VI. The Contractor further agrees and covenants that neither the Contractor, nor any subcontractor, doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided for in this contract to be done, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day in violation of the provisions of Section 196 of the Charter of The City of San Diego; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed by the Contractor or by any subcontractor upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of said Section of the City Charter; and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done any alien, contrary to the provisions of Section 197 of the Charter of The City of San Diego; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractor or any subcontractor, contrary to the provisions of said section, 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 laborers, workmen, and mechanics employed in the construction work contemplated by this contract shall be bona fide residents of The City of San Diego, to the extent that San Diego residents who are competent laborers, workmen, and mechanics of the various kinds or types required are available for employment at the minimum wages which the Contractor is hereby obligated to pay or at such higher wages as he is willing to pay.

ARTICLE VIII. The Contractor further agrees that in the performance of the work contemplated by this contract, he will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; 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 to any subcontractor, in the performance of the work contemplated by this contract; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed, for each

calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the Contractor, or by any subcontractor:

Trade or Occupation	Per Diem Wages 8 Hours
Air Tool Operator (Jackhammerman, Vibrator)	\$ 12.40
Cement Finisher	15.80
Iron Worker, Reinforcing	15.80
Laborer, Unskilled	10.80
Power Equipment Operators:	
Bulldozer	15.20
Universal equipment	15.80
Trenching Machine	15.80
Truck Driver, less than 5 Tons	11.40
Truck Driver, 5 to 10 Tons	11.60
Truck Driver, 10 to 15 Tons	12.00
Truck Driver, Dump Truck, less than 4 yds.	11.40
Truck Driver, Dump Truck, 4 to 8 yds.	11.60
Welder and Fitter, Pipe Line	16.00
Foreman to receive not less than \$1.40 per diem above laborer or journeyman classification.	

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$10.80 per diem of 8 hours.

For overtime, when the same is permitted by law, not less than one and one-half times the foregoing rates. For work performed on Sundays and legal holidays as set forth in Section 10 of the Political Code of the State of California, no less than one and one-half times the above rates.

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

ARTICLE IX. In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies have been engaged, and which are entirely beyond the control of either party that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into, and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may--

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than sixty (60) days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the Contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the Contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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 HARLEY E. KNOX
 G. C. CRARY
 CHARLES B. WINCOTE
 ELMER H. BLASE
 ERNEST J. BOUD
 CHAS. C. DAIL
 VINCENT T. GODFREY
 Members of the Council

ATTEST: (SEAL)
FRED W. SICK, City Clerk

ATTEST:
J. CRAWFORD, Secretary

AMERICAN PIPE AND CONSTRUCTION CO.
 Contractor (SEAL)
 By ROBERT V. EDWARDS
 Vice-President

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

I hereby approve the form and legality of the foregoing contract, this 22nd day of July, 1947.

J. F. DuPAUL
 By LOUIS M. KARP
 Deputy City Attorney of The City of San Diego

The initial Premium on this bond is \$570.32.

KNOW ALL MEN BY THESE PRESENTS, That AMERICAN PIPE AND CONSTRUCTION CO., 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 held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Fifty-seven thousand thirty-three dollars (\$57,033.00) (not less than one hundred per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego, for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of July, 1947.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish required materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of Chollas Pipe Line Replacement, Reservoir to Wye, in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of The City of San Diego on the 28th day of May, 1947, marked Document No. 373959, and consisting of Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications, true copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done;

NOW, THEREFORE 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.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seals this 14th day of July, 1947, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

AMERICAN PIPE AND CONSTRUCTION CO. (SEAL)
Principal

By ROBERT V. EDWARDS
Vice-President
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety (SEAL)
By D. E. GORTON
D. E. Gorton Attorney-in-Fact

ATTEST:
J. CRAWFORD, Secretary

ATTEST:
THERESA FITZGIBBONS
Theresa Fitzgibbons Agent

COUNTERSIGNED:
JOHN BURNHAM & CO.
By DONALD C. BURNHAM
Resident Agent

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 22nd day of July, 1947.

J. F. DuPAUL
By LOUIS M. KARP
Deputy 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 22nd day of July, 1947.

HARLEY E. KNOX
G. C. CRARY
CHAS. C. DAIL
ELMER H. BLASE
ERNEST J. BOUD
CHARLES B. WINCOTE
VINCENT T. GODFREY
Members of the Council

(SEAL)
ATTEST:
FRED W. SICK, City Clerk
STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES) ss.

On this 14th day of July, 1947, 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 D. E. Gorton, 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 (SEAL)
Notary Public in and for the County of
Los Angeles, State of California

My Commission Expires Feb. 18, 1950

FORM OF LABOR AND MATERIALMEN'S BOND

Premium included in performance bond

KNOW ALL MEN BY THESE PRESENTS, That AMERICAN PIPE AND CONSTRUCTION CO., 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 held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Twenty-eight thousand five hundred seventeen Dollars (\$28,517.00), (not less than fifty per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego for the payment of which, well and truly to

be made, we hereby bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of July, 1947.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish required materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of Chollas Pipe Line Replacement, Reservoir to Wye, in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of said The City of San Diego on the 28th day of May, 1947, marked Document No. 373959, and consisting of Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications, true copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done;

And, whereas, the aforesaid penal sum of Twenty-eight thousand five hundred seventeen Dollars (\$28,517.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work;

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 Chapter 3 of Division 5 of Title One of the Government Code of the State of California, 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 said Chapter 3, Division 5 of Title One of the Government Code.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of Civil Procedure of the State of California, 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 14th day of July, 1947, 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.

AMERICAN PIPE AND CONSTRUCTION CO. (SEAL)
Principal

By ROBERT V. EDWARDS
Vice-President

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety (SEAL)

D. E. GORTON

ATTEST:

J. CRAWFORD, Secretary

ATTEST:

THERESA FITZGIBBONS

COUNTERSIGNED:

JOHN BURNHAM & CO.

By DONALD C. BURNHAM
Resident Agent

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

On this 14th day of July, 1947, 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 D. E. Gorton, 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 (SEAL)

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

My Commission Expires Feb. 18, 1950

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 22nd day of July, 1947.

J. F. DuPAUL

By LOUIS M. KARP
Deputy 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 22nd day of July, 1947.

HARLEY E. KNOX
G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
ERNEST J. BOUD
CHAS. C. DAIL

VINCENT T. GODFREY
Members of the Council

ATTEST:

FRED W. SICK (SEAL)
City Clerk

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with American Pipe and Construction Co. for constructing Chollas Pipe Line Replacement, Reservoir to Wye; being Document No. 375819.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

UNDERTAKING FOR STREET LIGHTING.

Presidio Hills Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE TRAVELERS INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE HUNDRED TWO and no/100 DOLLARS (\$102.00), 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 17th day of July, 1947.

WHEREAS, the above bounden SAN DIEGO GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to the provisions of the "Lighting District Ordinance of 1938" and amendments thereto to do all work upon COSOY WAY, ALTAMIRANO WAY, MARILOUISE WAY and PRESIDIO DRIVE for their entire length within Presidio Hills; also abutting easements on Lots 4 and 5, Block A, Presidio Hills; Lots 1, 5, 5, 10, 12, 15, 16 and 20 Block B, Presidio Hills; Lots 1 to 14 inclusive in Block C, Presidio Hills; Lots 1 to 7 inclusive, Lots 11, 15 and 18 to 25 inclusive in Block D, Presidio Hills; also on Lots 2 and 3 of Block 455, Old San Diego; Lots 2 and 3 of Block 478, Old San Diego; Lot 2 of Block 493, Old San Diego; and Lot 1, Block 495, Old 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 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.

By SAN DIEGO GAS & ELECTRIC COMPANY (SEAL)
A. E. HOLLOWAY
Principal
By THE TRAVELERS INDEMNITY COMPANY (SEAL)
FRANKLIN T. HALE
Its Attorney-in-Fact
Surety

ATTEST:

S. R. ROBINSON
Asst. Secretary

I hereby approve the form of the foregoing Undertaking this 24th day of July, 1947.

J. F. DuPAUL, 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. 86479 passed and adopted on the 8th day of July, 1947, require and fix the sum of \$102.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK
City Clerk of The City of San Diego
By HELEN M. WILLIG
Deputy

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } ss.

On this 17th day of July, 1947, before me personally came Franklin T. Hale to me known, who being by me duly sworn, did depose and say: that he is Attorney(s)-in-Fact of THE TRAVELERS INDEMNITY COMPANY, the Corporation described in and which executed the foregoing instrument; that he know(s) the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority granted to him in accordance with the By-Laws of the said Corporation, and that he signed his name thereto by like authority.

(SEAL)

FRANCES S. BOWERS
Notary Public

My Commission expires August 17, 1950

CONTRACT FOR STREET LIGHTING.
Presidio Hills Lighting District No. 1

THIS AGREEMENT, made and entered into this 29th day of July, 1947, by and between SAN DIEGO 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 certain ornamental street lights located on or along the following streets and easements in the City of San Diego, California, to-wit:

COSOY WAY, ALTAMIRANO WAY, MARILOUISE WAY and PRESIDIO DRIVE for their entire length within Presidio Hills; also abutting easements on Lots 4 and 5, Block A, Presidio Hills; Lots 1, 5, 6, 10, 12, 15, 16 and 20 of Block B, Presidio Hills; Lots 1 to 14 inclusive in Block C, presidio Hills; Lots 1 to 7 inclusive, Lots 11, 15 and 18 to 25 inclusive in Block D, Presidio Hills; also on Lots 2 and 3 of Block 455, Old San Diego; Lots 2 and 3 of Block 478, Old San Diego; Lot 2 of Block 493, Old San Diego; and Lot 1, Block 495, Old San Diego.

Such furnishing of electric current shall be for a period of one year from and including February 1, 1947, to-wit: to and including January 31, 1948.

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 Presidio Hills Lighting District No. 1", filed April 11, 1947 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 Five and no/100 Dollars (\$405.00) 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 "Presidio Hills 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 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 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 Five and no/100 Dollars (\$405.00) shall be paid out of any other fund than said special fund designated as "Presidio Hills 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 the provisions of the "Lighting District Ordinance of 1938" and amendments thereto, and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Four Hundred Five and no/100 Dollars (\$405.00).

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 "Lighting District Ordinance of 1938" and amendments thereto will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

(SEAL)

ATTEST: S. R. ROBINSON
Asst. Secretary

By SAN DIEGO GAS & ELECTRIC COMPANY
A. E. HOLLOWAY

By THE CITY OF SAN DIEGO
HARLEY E. KNOX
G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
ERNEST J. BOUD
CHAS. C. DAIL
VINCENT T. GODFREY
Members of the Council

(SEAL)

ATTEST: FRED W. SICK
City Clerk
By HELEN M. WILLIG, Deputy

I hereby approve the form of the foregoing Contract, this 24th day of July, 1947.
By J. F. DuPAUL, City Attorney
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 Gas & Electric Company for Presidio Hills Lighting District No. 1; being Document No. 375832.

FRED W. SICK
City Clerk of the City of San Diego, California

By F. W. Sick Deputy

UNDERTAKING FOR STREET LIGHTING BOND NO. HC-8540
College Park Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE TRAVELERS INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SIXTY-EIGHT DOLLARS (\$68.00), 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 17th day of July, 1947.

WHEREAS, the above bounden SAN DIEGO GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to the provisions of the "Lighting District Ordinance of 1938" and amendments thereto, to do all work upon COLLEGE AVENUE, MONTEZUMA ROAD, CAMPANILE DRIVE, and CRESITA DRIVE, within the limits and as particularly described in Resolution of Intention No. 85092, adopted by the Council of said City on January 28, 1947, 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 GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

(SEAL)

ATTEST: S. R. ROBINSON
Asst. Secretary

By SAN DIEGO GAS & ELECTRIC COMPANY
A. E. HOLLOWAY
Principal

By THE TRAVELERS INDEMNITY COMPANY (SEAL)
FRANKLIN T. HALE, Surety
Its Attorney-in-Fact

I hereby approve the form of the foregoing Undertaking this 24th day of July, 1947.
By J. F. DuPAUL, City Attorney
J. H. MCKINNEY
Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 86478

passed and adopted on the 8th day of July, 1947, require and fix the sum of \$68.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK
City Clerk of The City of San Diego

By HELEN M. WILLIG, Deputy

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 17th day of July, 1947, before me personally came Franklin T. Hale to me known, who being by me duly sworn, did depose and say: that he is Attorney(s)-in-Fact of THE TRAVELERS INDEMNITY COMPANY, the Corporation described in and which executed the foregoing instrument; that he know(s) the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority granted to him in accordance with the By-Laws of the said Corporation, and that he signed his name thereto by like authority.

(SEAL)

FRANCES S. BOWERS
Notary Public

My Commission Expires August 17, 1950

CONTRACT FOR STREET LIGHTING
College Park Lighting District No. 1

THIS AGREEMENT, made and entered into this 29th day of July, 1947, by and between SAN DIEGO 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 or along the following streets, to-wit:

COLLEGE AVENUE, for its entire length in College Park Unit No. 1;

MONTEZUMA ROAD, between College Avenue and the westerly line of Lot 21, Partition of Rancho Mission of San Diego;

CAMPANILE DRIVE, for its entire length in College Park Unit No. 1; and

CRESITA DRIVE, for its entire length.

Such furnishing of electric current shall be for a period of one year from and including June 1, 1947, to-wit: to and including May 31, 1948.

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 College Park Lighting District No. 1", filed April 14, 1947 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Two Hundred Seventy Dollars (\$270.00) 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 "College 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 Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Two Hundred Seventy and no/100 Dollars (\$270.00) shall be paid out of any other fund than said special fund designated as "College 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 the provisions of the "Lighting District Ordinance of 1938" and amendments thereto, and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Two Hundred Seventy and no/100 Dollars (\$270.00).

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 "Lighting District Ordinance of 1938" and amendments thereto, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

(SEAL)

ATTEST:

S. R. ROBINSON
Asst. Secretary

By

SAN DIEGO GAS & ELECTRIC COMPANY
A. E. HOLLOWAY

By

THE CITY OF SAN DIEGO
HARLEY E. KNOX
G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
ERNEST J. BOUD
CHAS. C. DAIL
VINCENT T. GODFREY
Members of the Council

(SEAL)

ATTEST:

FRED W. SICK
City Clerk

By HELEN M. WILLIG, Deputy

I hereby approve the form of the foregoing Contract, this 24th day of July, 1947.

J. F. DuPAUL, 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 Gas & Electric Company for College Park Lighting District No. 1; being Document No. 375834.

FRED W. SICK
City Clerk of the City of San Diego, California

By J. H. McKinney Deputy

KNOW ALL MEN BY THESE PRESENTS, That PATHFINDER PETROLEUM COMPANY, a corporation, as Principal and Glens Falls Indemnity Company, a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Seventeen thousand five hundred Dollars (\$17,500.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 17th day of July, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver, from time to time as ordered or required by the City, during the period beginning July 1, 1947, and ending June 30, 1948, Pathfinder Ethyl Gasoline and Pioneer Gasoline; in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST:

Secretary

By D. F. WALLACE, Vice-President
Principal
GLENS FALLS INDEMNITY COMPANY (SEAL)
Surety

By M. KLOTZ
M. Klotz - Attorney

I hereby approve the form of the within Bond, this 22nd day of July, 1947.

J. F. DuPAUL, City Attorney
By J. H. MCKINNEY
Deputy City Attorney

I hereby approve the foregoing bond this 22nd day of July, 1947.

F. A. RHODES,
City Manager

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

On this 17th day of July in the year One Thousand Nine Hundred and Forty-Seven before me, J. H. BRAY a Notary Public in and for the said County of Los Angeles, residing therein, duly commissioned and sworn, personally appeared M. Klotz known to me to be the ATTORNEY of the GLENS FALLS INDEMNITY COMPANY, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

J. H. BRAY
Notary Public in and for County of Los Angeles, State of California

My Commission Expires July 20, 1947

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 17th day of July, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and PATHFINDER PETROLEUM 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: from time to time as ordered or required by the City, during the period beginning July 1, 1947, and ending June 30, 1948:

- (a) Ethyl gasoline:
Brand name - PATHFINDER ETHYL GASOLINE (Octane, minimum 78)
- (b) Second Structure gasoline:
Brand name - PIONEER GASOLINE (Octane, minimum 74)

Said gasoline shall be in accordance with the specifications therefor contained in Document No. 374283, on file in the office of the City Clerk of said City; which said specifications are by reference thereto incorporated herein and made a part of this contract the same as if herein set forth in full.

Said contractor hereby agrees to furnish and deliver said gasoline at and for the following prices, to-wit:

- Pathfinder Ethyl Gasoline, tank truck delivery, ...\$0.1088 per gallon;
- Pioneer Gasoline, tank truck delivery,\$0.0963 per gallon;
- Pioneer Gasoline, truck and trailer delivery,
5000 gallons or more,\$0.0913 per gallon.

Said price per gallon on each grade of gasoline, as hereinabove stated, excludes the State and Federal taxes. The City of San Diego agrees to pay any taxes now applicable and any additional tax imposed by law over taxes now existing in the event the City is not exempt from such tax. The repeal or reduction of any tax included in said price per gallon shall lower in like amount the said price per gallon otherwise payable by the City hereunder. Said price per gallon shall be the maximum price to be charged the City during the

period covered by this contract. When contractor's tank wagon price, or price to commercial accounts generally in effect at time and place of delivery for the particular product and type of delivery involved, including taxes applicable to sales herein, is lower than the maximum price indicated herein for such product, then the City shall receive such lower price while in effect.

If the contractor, subsequent to entering into this contract contracts with or furnishes gasoline to other cities in the County of San Diego, or to the County of San Diego, at a lower price than the contractor's contract price to The City of San Diego, the said contractor shall thereupon furnish and deliver gasoline to The City of San Diego at such lower price.

The gasoline herein described as "Second Structure Gasoline" shall be the grade sold next in price to Ethyl gasoline. Should the contractor, during the life of this contract, market any gasoline next in grade to Ethyl gasoline, and superior to the second structure gasoline, such superior gasoline shall be furnished for the balance of the contract at no advance in price over the second structure gasoline herein described.

Deliveries of said gasoline, at the price for the several grades, as hereinabove specified, shall be made to the City's storage tanks located within the city limits of The City of San Diego on deliveries of 40 gallons or more, as well as similar deliveries to Hodges Grove, Bernardo Bridge, Lockwood Mesa, El Capitan Dam, Otay Dam, Torrey Pines Pumping Station, Chollas Station and San Vicente Dam. Gasoline shall be delivered as ordered and required by the City.

The City agrees that it will purchase from the contractor, during the period of this contract, all of its requirements of the several grades of gasoline hereinabove described, and that the minimum total requirements during said period will be 500,000 gallons, or 50,000 gallons per month; it being expressly understood and agreed, however, that the City shall be entitled to purchase any amount of any one or all of said several grades of gasoline in excess of said total minimum that it may desire.

Any change in characteristics of gasoline, due entirely to governmental regulations which may be imposed, will be accepted by the City, and will not be considered a violation of the contract. The contractor agrees to increase the octane rating of both Ethyl and second structure gasoline, as permitted by Federal regulations.

Said parties agree that there shall be no obligation to deliver or to receive or use the said products when and while and to the extent that the receiving and using, or manufacturing or making deliveries in the customary manner are prevented or hindered by act of God, fire, strike, partial or total lockout, commandeering of raw materials, products, plants or facilities, by military authorities.

Said City, in consideration of the furnishing and delivery of said gasoline by said contractor, according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, will pay said contractor for said gasoline at the rate hereinabove set forth; which said prices do not include the State and Federal taxes. Payments will be made monthly for gasoline purchased in accordance with purchase orders and delivery.

It is hereby agreed that the City shall have the right and option to extend this contract for a period of six (6) months from and after the date of the expiration hereof, upon the same terms and conditions and for the same prices as contained herein, or any modification of such terms, conditions and prices. Such option shall be exercised by notice in writing on the party of the City to the contractor on or before the expiration date of this contract.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies were engaged and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may--

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (days); or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 85422 of the Council authorizing such execution, and the contractor has caused this contract to be

executed, and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year in this agreement first above written.

(SEAL)
ATTEST:

THE CITY OF SAN DIEGO
By F. A. RHODES, City Manager
PATHFINDER PETROLEUM COMPANY
By D. F. WALLACE, Vice-President
Contractor

Secretary

I hereby approve the form and legality of the foregoing contract this 22nd day of July, 1947.

J. F. DuPAUL, 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 Pathfinder Petroleum Company for furnishing City with Gasoline; being Document No. 375835.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

OPTION TO PURCHASE TAX-DEEDED LANDS

THIS AGREEMENT, made and entered into this 14 day of July, 1947, under and by virtue of the provisions of Division 1, Part 5, Chapter 8, Article 1, 2 and 3 of the Revenue and Taxation Code of the State of California, as amended, by and between:

THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACTING BY AND THROUGH ITS BOARD OF SUPERVISORS,

and

Party of the First Part,

THE CITY OF SAN DIEGO, a Municipal Corporation in the County of San Diego, State of California,

Party of the Second Part,

W I T N E S S E T H:

WHEREAS, certain lands hereinafter described, situated in the County of San Diego, State of California, and also within the boundaries of The City of San Diego, have been tax-deeded to the State of California for delinquent County and City taxes and/or assessments; and

WHEREAS, said tax deeds include taxes levied by said City, the taxes of which are collected by officers of said County; and

WHEREAS, the Board of Supervisors of the County of San Diego and the City Council of The City of San Diego believe that it is for the best interests, both of the County of San Diego, that said property be sold into private ownership, to the end that said lands be restored to the assessment rolls of the parties hereto, or that said lands shall be devoted to public use by said City; and

WHEREAS, said lands are particularly described as follows:

Property Description

(As appears upon the County assessment roll, together with Certificate No. and date of sale to the State, and Deed No. and date of deed to the State)

Property Description	Sold to State	Cert. No.	Deeded to State	Deed No.
VALENCIA PARK UNIT NO. 2:				
Lot 5, Block 14	5/29/29	50891	8/1/34	10711
N1/2 Lot 3, Block 18	5/30/30	133401	8/1/35	5550
S1/2 Lot 4, Block 18	5/30/30	133403	8/1/35	5551

NOW, THEREFORE, pursuant to authority granted by Division 1, Part 5, Chapter 8, Articles 1, 2 and 3 of the Revenue and Taxation Code of the State of California, as amended, said Board of Supervisors hereby gives and grants unto said City of San Diego an option to purchase the above described lands upon the following terms and conditions, to-wit:

1. That said City shall have the right to exercise this option at any time within three years from the date hereof.
2. That this option is given to said City upon the express condition that, at the time said City exercises the same, it shall have a bona fide purchaser for said property, ready, willing and able to purchase the same, and said City shall, immediately following the exercise of this option, cause the said property to be resold and the title vested as of record in a third party, to the end that said land shall be reestablished on the assessment rolls of the County of San Diego, State of California, or that said property shall be devoted to public use by said City.
3. That this option is given in consideration of the payment by said City to the County of San Diego, by and through the Tax Collector of said County, of the following sums and at the times hereinafter set forth:

Property Description	Down Payment July 14, 1947 (As of date of Execution of Agreement)	2nd Payment July 14, 1948 (Anniversary Date of Agreement)	3rd Payment July 14, 1949 (2nd Anniversary Date of Agreement)	Final Payment (Upon Exercise of Option)
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VALENCIA PARK
UNIT NO. 2:

Lot 5, Block 14,	\$1.00	\$1.00	\$1.00	\$10.00
N1/2 Lot 3, Block 18,	2.00	2.00	2.00	20.00
S1/2 Lot 4, Block 18,	2.00	2.00	2.00	20.00

PROVIDED, HOWEVER, that if said option is exercised prior to the due date of either the second or third payment above specified, such second or third payment, or both as the

case may be, shall be cancelled, and shall not in that event be due or owing to said County; provided, further, that no installment payment made, other than the final payment above specified, shall be refunded in the event of redemption of the property, or for any other reason.

4. That said City shall have the right to exercise this option at any time during the term hereof as to any portion of said property which, as of the date of this agreement, has a separate valuation on the assessment roll of said County; provided, further, that said City shall have the right to exercise this option at any time during the term hereof as to any portion of a single lot, parcel or tract of said property, which lot, parcel or tract as of the date of this agreement has a separate valuation on the assessment roll of said County. Upon exercise of said option as to any portion of such separately valued lot, parcel or tract the final payment therefor shall be a sum which bears the same ratio to the final payment set forth in Paragraph 3 herein for the entire lot, parcel or tract from which said segregated portion is taken, as the assessed valuation of said segregated portion, placed thereon by the assessor at the time of segregation, bears to the assessed valuation of said entire lot, parcel or tract as of the date of this agreement. Any such segregation shall be made pursuant to Sections 4151 to 4155, inclusive, Revenue and Taxation Code, except that the sum of the valuations of the segregated portion and the remainder of the said lot, parcel or tract, may be greater but not less than the valuation as of the date of this agreement of the entire lot, parcel or tract.

5. That the price for which said County hereby agrees to sell its tax title to said property to said City shall be the aggregate amount of all payments made by said City pursuant to Paragraph 3 hereof.

6. That this is given to The City of San Diego under the terms and conditions of Division 1, Part 6, Chapter 8, Articles 1, 2 and 3 of the Revenue and Taxation Code of the State of California, as amended, and is intended to be and shall be construed as a statutory agreement designed to carry into effect said provisions of said Code and shall have no effect or force otherwise.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Diego, by resolution duly passed and adopted on the 14 day of July, 1947, has caused this agreement to be executed in quadruplicate, and The City of San Diego has caused this agreement to be executed in quadruplicate, by its City Manager, pursuant to Resolution No. 86451, adopted July 1, 1947, the day and year in this agreement first above written.

ATTEST:

J. B. McLees, County Clerk
and Ex-officio Clerk of the
Board of Supervisors
By J. MILLER, Deputy

THE COUNTY OF SAN DIEGO, STATE
OF CALIFORNIA, (SEAL)
By DeGRAFF AUSTIN,
Chairman, Board of Supervisors

THE CITY OF SAN DIEGO
By F. A. RHODES,
City Manager

The undersigned, Sam A. Claggett, Tax Collector of the County of San Diego, State of California, pursuant to Chapter 362, Statutes of 1943, and Chapter 409, Statutes of 1943 (Sec. 3794.2, Revenue and Taxation Code), having duly considered the above and foregoing agreement, and compared the same with the records of the County relating to the real property described therein, and being fully advised in the premises, hereby approves said agreement.

Dated July 9, 1947.

SAM A. CLAGGETT
Tax Collector of the County of
San Diego, State of California

The undersigned, Thomas H. Kuchel, Controller of the State of California, having duly considered the above and foregoing agreement and being fully advised in the premises, hereby approves said agreement.

Dated July 21, 1947.

Approved as to form
Date 7/10/47

THOMAS H. KUCHEL, Controller of the
State of California
By EWING HASS, Deputy

JAMES DON KELLER, District Attorney in and
for the County of San Diego, State of
California.

By CARROLL H. SMITH, Deputy
J. F. DuPAUL, City Attorney
By THOMAS J. FANNING, Deputy

RESOLUTION NO. 86451

WHEREAS, The City of San Diego desires to acquire for public purposes the following described property situated in The City of San Diego, County of San Diego, State of California, to-wit:

VALENCIA PARK UNIT NO. 2: Lot 5, Block 14; North 1/2 of Lot 3,
Block 18; South 1/2 of Lot 4, Block 18;

which said property consists of tax-deeded lands, and which said property may be purchased by The City of San Diego by entering into an option with the Board of Supervisors of the County of San Diego; NOW, THEREFORE,

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

That the City Manager of said City be, and he is hereby authorized and directed, for and on behalf of the City, to make application to the Board of Supervisors of the County of San Diego, State of California, and to take all necessary steps to acquire from the State of California the lands hereinabove described.

Presented by _____
Approved as to
form by J. F. DuPaul, City Attorney
By _____
Deputy City Attorney

Passed and adopted by the said Council of the said City of San Diego, California, this 1st day of July, 1947, by the following vote, to-wit:

YEAS--Councilmen: CRARY, WINCOTE, BLASE, DAIL, GODFREY, MAYOR KNOX
NAYS--Councilmen: NONE
ABSENT--Councilmen: BOUD

HARLEY E. KNOX
Mayor of the City of San Diego, California
FRED W. SICK
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.

FRED W. SICK
City Clerk of the City of San Diego, California
(SEAL) By AUGUST M. WADSTROM, Deputy

I HEREBY CERTIFY the above to be a full, true and correct copy of Resolution No. 85451 of the Council of the City of San Diego, California, as adopted by said Council JUL 1 1947.

FRED W. SICK, City Clerk
(SEAL) F. T. PATTEN
By F. T. Patten, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Option Purchase Tax-deeded lands in Valencia Park Unit 2; being Document No. 375835.

FRED W. SICK
City Clerk of the City of San Diego, California

By *Helen M. Wilby* Deputy

A G R E E M E N T

Regarding construction of a new single family residence
Regarding use of portion of original lot as a building site.

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } SS.
CITY OF SAN DIEGO }

Walter C. Rowell and Elizabeth A. Rowell, after being first duly sworn, each for himself deposes and says:

That we are the owners of the hereinafter described real property:
Lot West one-half (1/2) of the West one-half (1/2) of Lot "G" Block---
Subdivision Encanto, located at Detroit Street westerly of Patten Street

THAT we desire to erect a new single family dwelling on the above described parcel of land and have applied for a Zone Variance under petition No. 4893, dated June 7, 1947;

THAT we, in consideration of approval granted by the City of San Diego to construct new single family dwelling on the above described parcel of land by Zoning Committee Resolution No. 2315, dated June 19, 1947; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that a 10 ft. wide easement across the front of the above described property will be granted to the City for the widening of Detroit Street, when the City requests such an easement.

THAT this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

ELIZABETH A. ROWELL
3031 National Ave.

WALTER C. ROWELL
3031 National Ave.

On this 21st day of June A.D. Nineteen Hundred and Forty-seven, before me, M. S. Richards A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Walter C. Rowell & Elizabeth A. Rowell 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)

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

My Commission Expires Dec. 10, 1949
RECORDED JUN 27 1947 35 Min. Past 1 P.M. in Book 2435 at Page 120 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

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

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 - Walter A. Rowell Re: construction single family residence; being Document No. 374741.

FRED W. SICK
City Clerk of the City of San Diego, California

By *Helen M. Wilby* Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF
THE WORK PERFORMED AND MATERIALS FURNISHED
BY JOHN B. HENRY UNDER HIS CONTRACT FOR THE
CONSTRUCTION OF ENCANTO STANDPIPE FOUNDATION AND MISCELLANEOUS WORK, IN THE CITY OF SAN DIEGO, CALIFORNIA.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by The City of San Diego that the work performed and materials furnished by John B. Henry under his contract for the construction of the Encanto Standpipe Foundation, and miscellaneous work, at Aviation Drive and Benson Avenue, in The City of San Diego, California, and which contract is dated June 3, 1947, and is on file in the office

of the City Clerk of said City as Document No. 374121, have been performed and furnished to the satisfaction of the City Manager and Hydraulic Engineer, on June 27, 1947.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on June 27, 1947, by resolution duly and regularly passed and adopted, officially accepted the said work performed and materials furnished by John B. Henry. A certified copy of the resolution of the City Council accepting said work is attached hereto and made a part of this notice the same as though fully set forth herein.

Dated at San Diego, California, this 27th day of June, 1947.

(SEAL)

THE CITY OF SAN DIEGO
By FRED W. SICK,
City Clerk

RESOLUTION NO. 86413

WHEREAS, it appears by a communication from Fred D. Pyle, Hydraulic Engineer, approved by the City Manager of The City of San Diego, on file with the City Clerk of said City, that the work performed and materials furnished by John B. Henry, under his contract for the construction of the Encanto Standpipe Foundation and miscellaneous work, at Aviation Drive and Benson Avenue, in The City of San Diego, California, which contract is dated June 3, 1947, and is on file in the office of the City Clerk of said City as Document No. 374121, have been performed and furnished, and said contract has been completed in accordance with the plans and specifications therefor to the satisfaction of the City Manager and Hydraulic Engineer, and the acceptance of the work performed and materials furnished is recommended; NOW, THEREFORE,

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

That the work performed and materials furnished by John B. Henry under the contract for the construction of the Encanto Standpipe Foundation and miscellaneous work, at Aviation Drive and Benson Avenue, be, and the same are hereby accepted by The City of San Diego.

BE IT FURTHER RESOLVED, that any and all money withheld from said contractor under the provisions of said contract, shall be payable at the time, in the manner, upon the conditions and subject to the provisions of said contract.

BE IT FURTHER RESOLVED, that the City Clerk be, and he is hereby instructed to execute and file with the County Recorder of San Diego County, California, a notice of the completion and acceptance of said contract work by said City.

Passed and adopted by the said Council of the said City of San Diego, California, this 27th day of June, 1947, by the following vote, to-wit:

YEAS--Councilmen: CRARY, WINCOTE, BLASE, GODFREY, MAYOR KNOX
NAYS--Councilmen: NONE
ABSENT--Councilmen: BOUD, DAIL

HARLEY E. KNOX
Mayor of the City of San Diego, California
FRED W. SICK
City Clerk of the City of San Diego, California
By HELEN M. WILLIG, 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.

FRED W. SICK
City Clerk of the City of San Diego, California
By HELEN M. WILLIG, Deputy

(SEAL) I HEREBY CERTIFY the above to be a full, true and correct copy of Resolution No. 86413 of the Council of the City of San Diego, California, as adopted by said Council June 27, 1947.

(SEAL) FRED W. SICK, City Clerk
By HELEN M. WILLIG, Deputy

RECORDED JUN 28 1947 5 Min. Past 9 AM. in Book 2393 at Page 374 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY
C. JOHNSON
Copyist County Recorder's Office, S.D. County, Calif.

I certify that I have correctly transcribed this document in above mentioned book.
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Completion Construction Encanto Standpipe Foundation by John B. Henry; being Document No. 374859.

FRED W. SICK
City Clerk of the City of San Diego, California
By *Helen M. Willig* Deputy

A G R E E M E N T

Regarding construction of a new single family residence
Regarding use of portion of original lot as building site

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } SS..
CITY OF SAN DIEGO }

Otto A. Johnson and Elsa I. Johnson, after being first duly sworn, each for himself deposes and says:

That we are the owners of the hereinafter described real property: (description on file with original petition in Lot Portion of Lot 23, La Mesa Colony (Planning Office) Subdivision _____, located at Seminole Drive, approximately 1000 ft. south of El Cajon.

THAT we desire to construct a new single family residence on portion of original lot and have applied for a Zone Variance by application number 4876, dated June 3, 1947:

THAT we, in consideration of approval granted by the City of San Diego to construct a new single family residence on said parcel of land by Zoning Committee Resolution No. 2314, dated June 19, 1947; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that a 10 ft. wide easement across the front of the above described property will be granted to the City for the widening of Seminole Drive, when the City

requests such an easement.

THAT this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

OTTO A. JOHNSON
2721 - 29th St.

ELSA I. JOHNSON
By OTTO A. JOHNSON As Attorney in Fact
2721 - 29th St.

On this 23 day of June A.D. Nineteen Hundred and forty-seven, before me, E. Constance Miller A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Otto A. 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 San Diego, County of San Diego, State of California, the day and year in this certificate first above written. (SEAL)

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

My Commission Expires Dec. 23, 1950

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.

On this 23rd day of June, 1947 before me, E. Constance Miller a Notary Public, in and for said County and State, personally appeared Otto A. Johnson known to me to be the person whose name is subscribed to the within instrument, as the Attorney in Fact of Elsa I. Johnson and acknowledged to me that he subscribed the name of Elsa I. Johnson thereto as principal, and his own name as Attorney in Fact.

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

(SEAL)

E. CONSTANCE MILLER
Notary Public in and for said County and State

My Commission Expires Dec. 23, 1950

RECORDED JUL 3 1947 55 Min. Past 1 P.M. in Book 2436 at Page 298 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY
A. T. HOAR

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

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement - Otto A. and Elsa I. Johnson re: construction family residence; being Document No. 374933.

FRED W. SICK
City Clerk of the City of San Diego, California

By *Helen M. Wilkins* Deputy

A G R E E M E N T

Regarding construction of an auto service station and auto repair shop

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

Roy Williams and Lorene Williams owners and R. K. Johnson and Bernice M. Johnson, purchasers, after being first duly sworn, each for himself deposes and says:

That we are the owner and purchasers of the hereinafter described real property:
Lot Eleven (11) Block "H"

Subdivision West Hollywood, located at Northwest corner of Merlin Drive and Imperial Avenue

THAT we desire to construct and maintain an auto service station and auto repair shop on the above described property and have applied for a zone variance under petition No. 4738, dated April 22, 1947;

THAT we, in consideration of approval granted by the City of San Diego to construct and maintain an auto service station and auto repair shop on the above described property by Zoning Committee Resolution No. 2309, dated June 5, 1947; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that any buildings, structures, or construction located within the boundaries of the proposed Imperial Avenue right of way and flood channel, as shown on City Engineer's drawings, Nos. 6948L and 6950L, will be removed from those areas at the request of the City and at no expense to the City.

THAT this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

R. K. JOHNSON
BERNICE M. JOHNSON
6139 Broadway S.D

ROY H. WILLIAMS
LORENE WILLIAMS

On this 23 day of June A.D. Nineteen Hundred and Forty Seven, before me, the undersigned A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared R. K. Johnson, Bernice M. Johnson, Roy H. Williams and Lorene Williams, 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.

(SEAL)

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

RECORDED JUL 3 1947 55 Min. Past 1 P.M. in Book 2436 at Page 293 of Official Records,
San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY

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

A. T. HOAR

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Roy & Lorene Williams et al for Maintenance of auto service station; being Document No. 375004.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helena M. Willy Deputy

LEASE AGREEMENT

THIS LEASE AGREEMENT, Made and entered into this 26th day of June, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter designated as the "lessor", and THE MILLS AVIATION CORPORATION of San Diego, California, hereinafter designated as the "lessee"; WITNESSETH:

THAT WHEREAS, The City of San Diego is in the process of acquiring certain lands in the Mission Bay area for the development of the Mission Bay Improvement project and for the use of the public, and has entered into an escrow agreement for the purchase of the hereinafter described property; and

WHEREAS, The City of San Diego has satisfied all escrow requirements to date and has paid the agreed purchase price to the former owner and said escrow is now being completed; NOW, THEREFORE,

The lessor, in consideration of the premises and of the rentals herein agreed to be paid by the lessee and other covenants, conditions and agreements to be performed and carried out by the lessee hereby LEASES AND DEMISES to the said lessee, and the said lessee hereby takes and accepts from said lessor, the right and privileges of the lessor to use and occupy the following described parcel of land:

The easterly 230 feet of the southerly 174.9 feet of the westerly half of Lot C in the westerly half of P. L. 262 in the City of San Diego, according to Plat No. B-33.2 thereof, attached hereto, for the term hereinafter stated.

In further consideration of the mutual understandings herein set forth, it is agreed as follows:

1. That the lessee shall pay the lessor on or before the tenth day of the month in advance, as rental for the above described property at the office of the City Treasurer, the sum of Seventy-five Dollars (\$75.00) for each and every month during the term of this lease agreement, and in addition, the lessee shall pay to the lessor, monthly, fifty per cent (50%) of all rentals charged or received for airplane storage on said leased premises.
 2. That the term of this lease agreement shall be for one year commencing on the first day of June, 1947, and ending on the thirty-first day of May, 1948, and it is further provided that in the event the lessee shall comply with all the terms and conditions herein recited, the said lessee shall have the privilege of renewing this lease agreement for an additional six (6) months period, with the consent and written approval to such renewal by the City Manager of the lessor and shall further have the privilege of renewing this lease for additional six (6) months periods upon the written consent and approval of the said City Manager, provided said lessor does not require the leased premises for the public use and development of the Mission Bay Improvement project, as now or in the future may be set up in any general plan adopted by the City Council.
 3. That the above described premises are to be used only for the purposes of carrying on activities in connection with the design, construction and production of airplanes, airplane equipment and other activities incidental thereto.
 4. That neither the whole nor any part of this lease shall be assignable or transferable nor shall the lessee have the right to sublet these premises or any part thereof without the written approval and consent of the City Manager of the lessor.
 5. That the lessor reserves the right to use the herein described property or any part thereof, for the development of recreation and navigation in the Mission Bay area at such time and in such manner as may be provided in any general plan adopted by the City Council and the lessee shall, within ninety (90) days, after written demand to be given by the lessor, remove at his own cost and expense, any improvements placed on the said premises by the lessee, which improvements shall in any manner interfere with the carrying out of said plans, provided however, that the lessee shall not be disturbed in the use of said premises to any greater degree than may be reasonably necessary in carrying out and completing said plans.
 6. That at no time during the life of this agreement shall the lessor be called upon or required to make any improvements upon or for the benefit of the premises hereinabove described; any and all improvements shall be made at the sole expense of the lessee and the lessee hereby covenants that when completed, said improvements shall be free from all mechanics' liens or other liens, and that the lessor shall be free from any liability arising from the construction or equipment of said improvements.
 7. That in the event the lessee shall fail or refuse to fulfill in any manner the use and purposes for which the said premises are leased, shall fail or refuse to perform or shall violate any of the terms or conditions herein expressed including the prompt payment of the monthly rental herein provided, then this lease shall immediately terminate and the lessee shall have no further rights hereunder, and the lessor may, at its option at any time thereunder and before such default is finally cured, re-enter and take possession of the leased premises and each and every part thereof and/or terminate this lease agreement and all the rights of the lessee thereunder.
- No waiver of default by the lessor in any of the terms and conditions in this "lease agreement" to be kept, observed or fulfilled by the lessee shall be construed to be or shall act as a waiver of any subsequent default in any of said terms or conditions during the term of this agreement.
8. That the lessee shall abide by all laws and ordinances as now existing and as hereinafter amended or enacted, applicable to the use and occupancy of the rented property

and shall observe all laws and regulations pertaining to industrial and employment practices and said laws, ordinances and regulations are made a part of this lease with like effect as though the same were expressly set forth herein.

9. That the lessee shall maintain and keep in good repair all structures and improvements upon the leased property, and that no substantial alterations to existing structures or erection of new structures shall be undertaken without permission in writing of the City Manager of said lessor.

10. That the lessee shall carry and pay for the necessary insurance to indemnify and hold the lessor harmless of and from all injuries, damages, claims and demands of every name and nature and the said lessee shall file with the City a copy of a policy of liability insurance protecting the City from any and all of such claims or damages in the amount of \$5,000/\$10,000 public liability and \$1000.00 property damage.

11. That the lessee shall keep the leased premises in a neat and sanitary condition, free and clear of debris of every nature and shall dispose of any and all garbage, trash and other waste, in an approved manner.

12. That the lessee shall return the leased property in good order, condition and repair, reasonable use and wear thereof excepted, provided, however, that within ninety (90) days after termination of this lease agreement, the lessee will remove at his own expense and risk, all structures erected by said lessee and restore the land as nearly as possible to the condition existing at the date of this lease agreement, unless otherwise directed by the City Manager of the lessor.

13. That the lessor by and through its City Manager reserves the right and privilege to terminate, change and modify this lease upon proper notification to the lessee without incurring any liability whatsoever to the lessee for any damage or loss occasioned by any such termination change or modification, and it is further agreed that this lease is terminable by either party hereto upon thirty (30) days written notice to the other party.

14. It is hereby covenanted and agreed that this lease and the interest of the lessee hereunder shall not, without the written consent of the lessor first had and obtained, be subject to garnishment or sale under execution in any suit or proceeding which may be brought against or by said lessee and that this lease shall, at the option of said lessor, cease and terminate upon said lessee being by any court adjudged a bankrupt or insolvent person, or upon said lessee making an assignment for the benefit of creditors.

15. It is further covenanted and agreed that each of the terms, conditions, agreements, obligations and requirements of this lease shall extend to and bind not only the parties hereto, but each and every one of the heirs, executors, administrators, representatives, successors and assigns of the lessee, and that each and all of the stipulations, agreements, conditions and covenants contained in this lease shall be construed as covenants running with the land.

IN WITNESS WHEREOF, this lease agreement is executed by The City of San Diego, acting by and through its City Manager, pursuant to Resolution No. 85375 authorizing such execution; and the lessee has caused this lease agreement to be executed and its corporate name and seal to be hereunto affixed by its proper officers, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,

By F. A. RHODES, City Manager Lessor,

THE MILLS AVIATION CORPORATION,

By DWIGHT S. MILLS President,
By HOWARD M. ALLEN Secretary Lessee,

I HEREBY APPROVE the form and legality of the foregoing Lease Agreement this 23rd day of July, 1947.

By J. F. DuPAUL, City Attorney,
J. H. MCKINNEY Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease Agreement with Mills Aviation Corporation; being Document No. 375839.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helan M. Wilbig Deputy

OPTION TO PURCHASE TAX-DEEDED LANDS

THIS AGREEMENT, made and entered into this 14 day of July, 1947, under and by virtue of the provisions of Division 1, Part 5, Chapter 8, Articles 1, 2 and 3 of the Revenue and Taxation Code of the State of California, as amended, by and between:

THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACTING BY AND THROUGH ITS BOARD OF SUPERVISORS,

and

Party of the First Part,
THE CITY OF SAN DIEGO, a Municipal Corporation in the County of San Diego, State of California,
Party of the Second Part,

W I T N E S S E T H:

WHEREAS, certain lands hereinafter described, situated in the County of San Diego, State of California, and also within the boundaries of The City of San Diego, have been tax-deeded to the State of California for delinquent County and City taxes and/or assessments; and

WHEREAS, said tax deeds include taxes levied by said City, the taxes of which are collected by officers of said County; and

WHEREAS, the Board of Supervisors of the County of San Diego and the City Council of The City of San Diego believe that it is for the best interests, both of the County of San Diego, that said property be sold into private ownership, to the end that said lands be restored to the assessment rolls of the parties hereto, or that said lands shall be devoted to public use by said City; and

WHEREAS, said lands are particularly described as follows:

Property Description

(As appears upon the County assessment roll, together with Certificate No. and date of sale to the State, and Deed No. and date of deed to the State)

Property Description	Sold to State	Cert. No.	Deeded to State	Deed No.
HOLLYWOOD STATION:				
Lots 15 & 16, Block 1,	6/29/29	86976	8/1/34	11742
Lots 17 to 20, inc., Block 1,	6/29/29	89059	8/1/34	11756
Lots 21 & 22, Block 1,	6/29/31	51763	7/1/36	1970
BEVERLY:				
Lot 11, Block 1,	6/30/30	52191	8/1/35	1271
Lot 12, Block 1,	6/30/30	52192	8/1/35	1272
Lot 15, Block 1,	9/1/33	55456	7/1/38	3248
ROSEMONT ADD. TO ENCANTO HEIGHTS:				
SWly 30 ft. Lot 97,	6/29/29	107257	8/1/34	12077
VALENCIA PARK UNIT NO. 2:				
Lot A,	6/29/29	51140	8/1/34	10938

NOW, THEREFORE, pursuant to authority granted by Division 1, Part 6, Chapter 8, Articles 1, 2 and 3 of the Revenue and Taxation Code of the State of California, as amended, said Board of Supervisors hereby gives and grants unto said City of San Diego an option to purchase the above described lands upon the following terms and conditions, to-wit:

1. That said City shall have the right to exercise this option at any time within three years from the date hereof.
2. That this option is given to said City upon the express condition that, at the time said City exercises the same, it shall have a bona fide purchaser for said property, ready, willing and able to purchase the same, and said City shall, immediately following the exercise of this option, cause the said property to be resold and the title vested as of record in a third party, to the end that said land shall be reestablished on the assessment rolls of the County of San Diego, State of California, or that said property shall be devoted to public use by said City.
3. That this option is given in consideration of the payment by said City to the County of San Diego, by and through the Tax Collector of said County, of the following sums and at the times hereinafter set forth:

Property Description	Down Payment July 14, 1947 (As of date of Execution of Agreement)	2nd Payment July 14, 1948 (Anniversary Date of Agreement)	3rd Payment July 14, 1949 (2nd Anniver- sary Date of Agreement)	Final Payment (Upon Exercise of Option)
HOLLYWOOD STATION:				
Lots 15 & 16, Block 1,	\$.50 ea.	\$.50 ea.	\$.50 ea.	\$ 5.00 ea.
Lots 17 to 20, Blk 1,	.50 "	.50 "	.50 "	5.00 "
Lots 21 & 22, Block 1,	.50 "	.50 "	.50 "	5.00 "
BEVERLY:				
Lot 11, Block 1,	1.00	1.00	1.00	10.00
Lot 12, Block 1,	1.00	1.00	1.00	10.00
Lot 15, Block 1,	1.00	1.00	1.00	10.00
ROSEMONT ADD. TO ENCANTO HEIGHTS:				
SWly 30 ft. Lot 97,	.50	.50	.50	5.00
VALENCIA PARK UNIT NO. 2:				
Lot A,	1.00	1.00	1.00	10.00

PROVIDED, HOWEVER, that if said option is exercised prior to the due date of either the second or third payment above specified, such second or third payment, or both as the case may be, shall be cancelled, and shall not in that event be due or owing to said County; provided, further, that no installment payment made, other than the final payment above specified, shall be refunded in the event of redemption of the property, or for any other reason.

4. That said City shall have the right to exercise this option at any time during the term hereof as to any portion of said property which, as of the date of this agreement, has a separate valuation on the assessment roll of said County; provided, further, that said City shall have the right to exercise this option at any time during the term hereof as to any portion of a single lot, parcel or tract of said property, which lot, parcel or tract as of the date of this agreement has a separate valuation on the assessment roll of said County. Upon exercise of said option as to any portion of such separately valued lot, parcel or tract the final payment therefor shall be a sum which bears the same ratio to the final payment set forth in Paragraph 3 herein for the entire lot, parcel or tract from which said segregated portion is taken, as the assessed valuation of said segregated portion, placed thereon by the assessor at the time of segregation, bears to the assessed valuation of said entire lot, parcel or tract as of the date of this agreement. Any such segregation shall be made pursuant to Sections 4151 to 4155, inclusive, Revenue and Taxation Code, except that the sum of the valuations of the segregated portion and the remainder of the said lot, parcel or tract, may be greater but not less than the valuation as of the date of this agreement of the entire lot, parcel or tract.

5. That the price for which said County hereby agrees to sell its tax title to said property to said City shall be the aggregate amount of all payments made by said City pursuant to Paragraph 3 hereof.

6. That this is given to The City of San Diego under the terms and conditions of Division 1, Part 6, Chapter 8, Articles 1, 2 and 3 of the Revenue and Taxation Code of the State of California, as amended, and is intended to be and shall be construed as a statutory agreement designed to carry into effect said provisions of said Code and shall have no effect or force otherwise.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Diego, by resolution duly passed and adopted on the 14 day of July, 1947, has caused this agreement to be executed in quadruplicate, and The City of San Diego has caused this agreement to be executed in quadruplicate, by its City Manager, pursuant to Resolution No. 86450, adopted July 1, 1947, the day and year in this agreement first above written.

THE COUNTY OF SAN DIEGO, STATE (SEAL)
OF CALIFORNIA

By DeGRAFF AUSTIN
Chairman, Board of Supervisors.

ATTEST:

J. B. McLEES, County Clerk
and Ex-officio Clerk of the
Board of Supervisors
By J. MILLER, Deputy

THE CITY OF SAN DIEGO
By F. A. RHODES, City Manager

The undersigned, Sam A. Claggett, Tax Collector of the County of San Diego, State of California, pursuant to Chapter 352, Statutes of 1943, and Chapter 409, Statutes of 1943 (Sec. 3794.2, Revenue and Taxation Code), having duly considered the above and foregoing agreement, and compared the same with the records of the County relating to the real property described therein, and being fully advised in the premises, hereby approves said agreement.
Dated July 9, 1947.

SAM A CLAGGETT
Tax Collector of the County of
San Diego, State of California

The undersigned, Thomas H. Kuchel, Controller of the State of California, having duly considered the above and foregoing agreement and being fully advised in the premises, hereby approves said agreement.
Dated July 22nd, 1947.

THOMAS H. KUCHEL, Controller of (SEAL)
the State of California,
By EWING HASS, Deputy

Approved as to form
Date 7/10, 1947

JAMES DON KELLER, District Attorney
in and for the County of San Diego,
State of California.

By CARROLL H. SMITH
Deputy

J. F. DuPAUL, City Attorney
By THOMAS J. FANNING, Deputy

RESOLUTION NO. 86450

WHEREAS, The City of San Diego desires to acquire for public purposes the following described property situated in The City of San Diego, County of San Diego, State of California, to-wit:

HOLLYWOOD STATION:
Lots 15 and 16, Block 1;
Lots 17 to 20, inclusive, Block 1;
Lots 21 and 22, Block 1;

BEVERLY:
Lot 11, Block 1;
Lot 12, Block 1;
Lot 15, Block 1;

ROSEMONT ADD, TO ENCANTO HEIGHTS:
Southwesterly 30 feet of Lot 97;

VALENCIA PARK UNIT NO. 2:
Lot A;

which said property consists of tax-deeded lands, and which said property may be purchased by The City of San Diego by entering into an option with the Board of Supervisors of the County of San Diego; NOW, THEREFORE,

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

That the City Manager of said City be, and he is hereby authorized and directed, for and on behalf of the City, to make application to the Board of Supervisors of the County of San Diego, State of California, and to take all necessary steps to acquire from the State of California the lands hereinabove described.

Presented by _____
Approved as
to form by J. F. DuPaul, City Attorney.
By _____
Deputy City Attorney

Passed and adopted by the said Council of the said City of San Diego, California, this 1st day of JULY, 1947, by the following vote, to-wit:

YEAS-----Councilmen: CRARY, WINCOTE, BLASE, GODFREY, MAYOR KNOX
NAYS-----Councilmen: NONE
ABSENT---Councilman: BOUD

HARLEY E. KNOX
Mayor of the City of San Diego, California
FRED W. SICK
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.

FRED W. SICK
City Clerk of the City of San Diego, California
By AUGUST M. WADSTROM, Deputy

(SEAL) I HEREBY CERTIFY the above to be a full, true and correct copy of Resolution No. 86450 of the Council of the City of San Diego, California, as adopted by said Council July 1, 1947.

(SEAL) FRED W. SICK, City Clerk
F. T. PATTEN
By F. T. Patten, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Option to Purchase from County of Tax-Deeded Lands; being Document No. 375858.

FRED W. SICK

City Clerk of the County of San Diego, California

By Helen M. Willig Deputy

AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of June, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter referred to as the "City", first party; and the BOARD OF EDUCATION OF THE SAN DIEGO UNIFIED SCHOOL DISTRICT, a public agency, hereinafter in this agreement referred to as the "District", second party, WITNESSETH:

WHEREAS, it is the mutual desire and intent of the parties hereto to enter into a contract for the joint operation and control of playgrounds and recreation fields, pursuant to Section 55 of the Charter of The City of San Diego, California; and

WHEREAS, commencing the first day of July, 1947, W. A. Kearns will be acting as Superintendent of Recreation for The City of San Diego, under its Classified Civil Service; and

WHEREAS, it is the mutual desire and intent to provide for the payment of compensation to W. A. Kearns as the person selected under and by virtue of the authority of this contract and pursuant to Section 55 of the Charter of The City of San Diego; NOW, THEREFORE,

For and in consideration of the covenant of the other party herein made, each party hereto covenants and agrees with the other as follows:

1. For the fiscal year beginning the 1st day of July, 1947, and ending the 30th day of June, 1948, Mr. W. A. Kearns, as Superintendent of Recreation for the City of San Diego, will act in an advisory capacity to the proposed new Director of Physical Education and Recreation for the Board of Education of the San Diego Unified School District, and to the Assistant Superintendent of Recreation of The City of San Diego; and

2. The salary of said Mr. W. A. Kearns shall be paid as follows:

(a) The sum of Four Hundred Thirty-eight Dollars (\$438.00) a month for the months of July and August, 1947, to be paid solely and entirely by The City of San Diego;

(b) For the following ten months, commencing with September, 1947, to and including June, 1948, the sum of Two Hundred Nineteen Dollars (\$219.00) a month shall be paid to Mr. Kearns by The City of San Diego and the sum of Three Hundred and Five Dollars (\$305.00) a month for the same period to be paid by the Board of Education of the San Diego Unified School District.

THE CITY OF SAN DIEGO
By F. A. RHODES, City Manager
First Party

BOARD OF EDUCATION OF THE SAN
DIEGO UNIFIED SCHOOL DISTRICT
By R. C. DAILARD, Bus. Mgr.
Second Party

I hereby approve the form and legality of the foregoing Agreement the 24 day of July, 1947.

By LOUIS M. KARP
Deputy City Attorney

I hereby approve the form and legality of the foregoing Agreement the 24 day of July, 1947.

JAMES DON KELLER, District Attorney
And County Counsel
By BERTRAM McLEES, JR.
Deputy

The foregoing Agreement is hereby approved this 29th day of June, 1947.

CITY CIVIL SERVICE COMMISSION
By RAYMOND KRAH

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Board of Education for Payment of W. A. Kearns as Superintendent of Recreation; being Document No. 375947.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 23rd day of July, 1947, by and between THE CITY OF SAN DIEGO, a municipal 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 LOS ANGELES NEWS 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:

The requirements of the San Diego Public Library and other city departments, as ordered by the City from time to time, during the period commencing July 1, 1947, and ending June 30, 1948, for:

Trade books, which include fiction, miscellaneous non-fiction and juvenile;
Technical books, which include books on scientific study and research;
Text books, which include school or class books on any subject;
Books of a trade nature, published by smaller publishers, not listed in Trade List Annual;

all in accordance with the specifications therefor contained in Document No. 373750, on file in the office of the City Clerk of said City.

Said contractor hereby agrees to furnish and deliver the books above described, f.o.b. Room 5, Library Annex, Corner Ninth Avenue and E Street, San Diego, California, at and for the following prices, to-wit:

Discount off Publisher's
Standard List Price.

Discount off Publisher's
Standard List Price. (Con't)

Trade books.....	37%
Technical Books.....	10%
Text Books.....	10%
Books of Trade Nature.....	15%

EXCEPT, Webster's Dictionaries, which will be furnished at the following prices:

Webster's New International Dictionary:

No. 1,.....	\$ 25.00
No. 2,.....	30.00
No. 3,.....	30.00
No. 5,.....	32.50
No. 6,.....	40.00
Subject, however, to the following discounts:	
1-11 copies.....	10%
20-23 copies.....	15%
24-49 copies.....	20%
50 and up copies.....	25%

Webster's Collegiate Dictionary:

No. 9A.....	\$ 5.00
No. 10.....	6.50
No. 11.....	8.50
No. 11A.....	10.00
No. 11B.....	10.00
Subject, however, to the following discounts:	
1-24 copies.....	10%
25-49 copies.....	15%
50-249 copies.....	20%
250 and up copies.....	25%

Webster's Dictionary of Synonyms:

No. 41.....	\$ 5.00
Subject, however, to the following discounts:	
1-5 copies.....	10%
6-11 copies.....	15%
12-24 copies.....	20%
25 and up copies.....	25%

Said City, in consideration of the furnishing and delivery of said books by said contractor, according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said books by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the standard list price of said books, subject to the discounts as set forth in the above schedules; PROVIDED, however, that the City's said book requirements shall not exceed the sum of TWENTY THOUSAND DOLLARS (\$20,000.00).

Payment will be made for books purchased in accordance with purchase orders and deliveries.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies were engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor the City, pursuant to resolution of the City Council, may--

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (days); or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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

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

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

ed by resolution of said Council to that effect.

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. 85455 of the Council authorizing such execution, and the contractor has caused this contract to be executed, and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By F. A. RHODES, City Manager
THE AMERICAN NEWS COMPANY
THE LOS ANGELES NEWS COMPANY
DIVISION (SEAL)
By P. D. O'CONNELL, Contractor
President

ATTEST:

W. J. BLISS
Secretary

I hereby approve the form and legality of the foregoing contract this 28th day of July, 1947.

J. F. DuPAUL, City Attorney
By J. H. MCKINNEY
Deputy City Attorney

KNOW ALL MEN BY THESE PRESENTS, That THE LOS ANGELES NEWS COMPANY, a corporation, as Principal and UNITED STATES GUARANTEE COMPANY, 90 John Street, New York, N.Y. a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIVE THOUSAND - - Dollars (\$5,000.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 23rd day of July, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver to The City of San Diego, from time to time as ordered, the requirements of the San Diego Public Library and other city departments for trade books, technical books, text books and books of a trade nature, during the period commencing July 1, 1947, and ending June 30, 1948; in accordance with the specifications, referred to in said contract, and for the contract price therein set forth.

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

THE AMERICAN NEWS COMPANY
THE LOS ANGELES NEWS COMPANY,
DIVISION (SEAL)

ATTEST:

W. J. BLISS
Secretary

BY P. D. O'CONNELL, Principal
President
UNITED STATES GUARANTEE COMPANY
Surety (SEAL)

ATTEST:

THOMAS K. MOUNT
Thomas K. Mount, Assistant Secretary

By RICHARD G. HIGHT
Richard G. Hight, Attorney-in-Fact

I hereby approve the form of the within Bond, this 28th day of July, 1947.

COUNTERSIGNED BY RESIDENT
AGENT AT LOS ANGELES
RATHBONE, KINE & SEELEY
E. M. DANIELS

J. F. DuPaul, City Attorney
By J. H. MCKINNEY
Deputy City Attorney

I hereby approve the foregoing bond this 28th day of July, 1947.

F. A. RHODES, City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Los Angeles News Company for furnishing books to Public Library and City Departments; being Document No. 375954.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy

FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 25th day of July, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, by and through its Manager, hereinafter sometimes designated as the City, and M. H. GOLDEN CONSTRUCTION COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the payments at the unit prices stated in the Bid Schedule attached hereto, and by this reference made a part hereof, to be paid to the Contractor by the City, in manner and form as hereinafter in attached specifications provided, the Contractor hereby covenants and agrees to and with the City to furnish all materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the restoration of The Fine Arts Building, Balboa Park, in the City of San Diego, California, all as more particularly and in detail set forth in those certain specifications filed in the office of the City Clerk of said City on the 27th day of May, 1947, marked Document No. 374048, that true copies of said specifications, together with true copies of Notice to Contractors, Instructions to Bidders and Proposal are hereto attached, and by reference thereto incorporated herein and made a part hereof.

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 obligations and covenants by the Contractor herein undertaken and agreed upon, the Contractor shall be paid the actual cost, plus a fixed overhead of \$2000.00, plus a fixed fee of \$2,500.00; which actual cost is estimated at \$31,520.00, as set forth in the copy of the proposal hereto attached.

ARTICLE III. The Contractor hereby agrees that he will be bound by each and every part of the plans and specifications, and do and cause to be done all of said work and improvement as specified in the specifications and as shown upon the plans, as the same may be interpreted by the Project Engineer, of said City, subject to approval by the City Manager and by the Council, evidenced by Resolution.

ARTICLE IV. No interest in this agreement shall be transferred by the Contractor to

any other party, and any such transfer shall cause annulment of this contract, so far as the City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

ARTICLE V. The Contractor shall keep harmless and indemnify the City of San Diego, its officers and agents, from all damage, cost or expense that arises or results from infringement of patent right of any one for use by The City of San Diego, its officers or agents, of articles supplied by the Contractor under this contract, of which he is not patentee, or which he is not entitled to use or sell.

ARTICLE VI. The Contractor further agrees and covenants that neither the Contractor, nor any subcontractor, doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided for in this contract to be done, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day in violation of the provisions of Section 196 of the Charter of The City of San Diego; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed by the Contractor or by any subcontractor upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of said Section of the City Charter; and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done any alien, contrary to the provisions of Section 197 of the Charter of The City of San Diego; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractor or any subcontractor, contrary to the provisions of said section, 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 laborers, workmen, and mechanics employed in the construction work contemplated by this contract shall be bona fide residents of The City of San Diego, to the extent that San Diego residents who are competent laborers, workmen, and mechanics of the various kinds or types required are available for employment at the minimum wages which the Contractor is hereby obligated to pay or at such higher wages as he is willing to pay.

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 that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the Contractor, or any subcontractor, in the performance of the work contemplated by this contract; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the Contractor, or by any subcontractor:

<u>CLASSIFICATION</u>	<u>PER 8-HR. DAY</u>
Electrician, journeyman.....	\$17.00
Painter, journeyman.....	\$14.00
Paperhangers.....	\$15.00
Swingstage painter.....	\$15.20
Plumber, journeyman.....	\$16.00
Steamfitter.....	\$16.00
Carpenter.....	\$15.20
Cement finisher.....	\$15.80
Ornamental iron worker.....	\$15.80
Laborers, general or construction.....	\$10.80
Air compressor operator.....	\$13.20
Concrete mixer operator - skip type.....	\$14.20
Pavement breaker operator.....	\$14.80
Drivers of dump trucks, less than 4 yds.....	\$11.40
Drivers of dump trucks, 4 to 8 yds.....	\$11.60
Drivers of trucks, legal payload capacity less than 5 tons.....	\$11.40
Drivers of trucks, legal payload capacity 5 to 10 tons.....	\$11.60
Bricklayer.....	\$18.00
Bricklayer tender, any capacity.....	\$13.00
Marble setter.....	\$14.40
Terrazzo setter.....	\$14.40
Marble setter's helper.....	\$11.20
Tile setter's helper.....	\$11.20
Terrazzo setter's helper.....	\$11.80
Terrazzo, hand rubbed finish man.....	\$
Terrazzo machine man.....	\$
Electrical foreman.....	\$
Elevator constructor.....	\$15.64
Elevator constructor's helper.....	\$10.96
Plasterer.....	\$18.00
Roofer.....	\$14.00
Sheet metal worker.....	\$14.00
Gunite workers	
Rebound man.....	\$10.00
Mixer man.....	\$11.00
Gun man.....	\$12.00
Nozzelman.....	\$14.00
Rod man.....	\$14.00

Foremen to receive not less than \$1.40 per diem above laborer or journeyman classification.

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$9.20 per diem of 8 hours.

For overtime, when the same is permitted by law, not less than one and one-half times the foregoing rates. For work performed on Sundays and legal holidays as set forth in Section 10 of the Political Code of the State of California, not less than one and one-half times the above rates.

No overtime shall be charged for on this project unless specifically approved and

authorized in writing in advance of such overtime, by the Project Engineer.

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

ARTICLE IX. In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies have been engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into, and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may--

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than sixty (60) days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

IN WITNESS WHEREOF, this contract is executed by the City Manager 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.

ATTEST:

KENNETH H. GOLDEN, Secty.

THE CITY OF SAN DIEGO
By F. A. RHODES, City Manager
M. H. GOLDEN CONSTRUCTION COMPANY,
Contractor (SEAL)

By ROBERT W. GOLDEN, Vice Pres.

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

I hereby approve the form and legality of the foregoing contract, this 28th day of July, 1947.

J. F. DuPAUL, City Attorney of
The City of San Diego
By J. H. MCKINNEY
Deputy City Attorney

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That M. H. GOLDEN CONSTRUCTION COMPANY, a corporation, as principal, and PACIFIC INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Calif. as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Thirty-six thousand twenty dollars (\$36,020.00) (not less than one hundred per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego, for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 17 day of July, 1947.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish required materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the restoration of Fine Arts Building, Balboa Park, in the City of San Diego, the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of The City of San Diego on the 27th day of May, 1947, marked Document No. 374048, and consisting of Notice to Contractors, Instructions to Bidders, Proposal, Contract, and Specifications, true copies of which specifications are attached to said contract and made a part thereof as in said contract provided and reference is hereby made to said contract and to said specifications for a particular description of the work to be done;

NOW, THEREFORE 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.

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That M. H. GOLDEN CONSTRUCTION COMPANY, a corporation, as principal, and PACIFIC INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Calif. 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 ten --- Dollars (\$18,010.00), (not less than fifty per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 17 day of July, 1947.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish required materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the restoration of the Fine Arts Building, Balboa Park, in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain specifications filed in the office of the City Clerk of said City of San Diego on the 27th day of May, 1947, marked Document No. 374048, and consisting of Notice to Contractors, Instructions to Bidders, Proposal, Contract, and Specifications, true copies of which specifications are attached to said contract and made a part thereof as in said contract provided and reference is hereby made to said contract and to said specifications for a particular description of the work to be done;

And, whereas, the aforesaid penal sum of eighteen thousand ten --- Dollars (\$18,010.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work;

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 Chapter 3 of Division 5 of Title One of the Government Code of the State of California, 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 said Chapter 3, Division 5 of Title One of the Government Code.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of Civil Procedure of the State of California, 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 17 day of July, 1947, 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.

M. H. GOLDEN CONSTRUCTION COMPANY,
Principal

ATTEST:

(SEAL)

Kenneth H. Golden, Secty.

By Robert M. Golden, Vice Pres.

PACIFIC INDEMNITY COMPANY
621 South Hope Street - Los Angeles, California
Surety

(SEAL)

By R. D. Spicer
Attorney-in-Fact

STATE OF CALIFORNIA,
County of San Diego ss.

On this 17 day of July in the year one thousand nine hundred and forty seven before me, I. E. FRIEDMAN 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.

I. E. Friedman

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

(SEAL)

My Commission Expires Oct. 18, 1947.

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

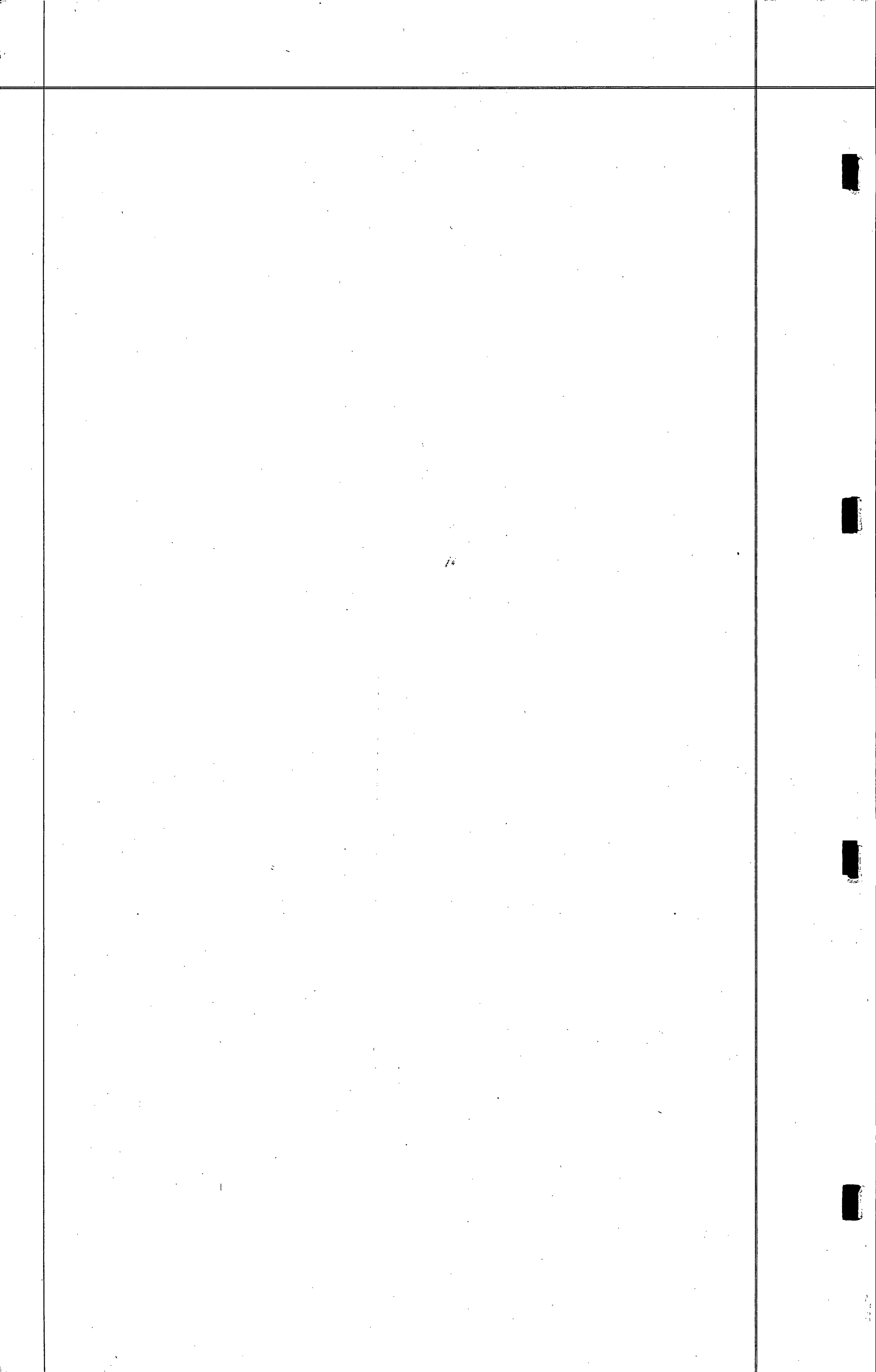
I hereby approve the form of the within Bond this 28th day of July, 1947.

J. F. DuPaul
City Attorney of the City of San Diego

By J. H. McKinney
Deputy City Attorney

Approved by the City Manager of the City of San Diego this 25th day of July, 1947.

F. A. Rhodes
City Manager.



IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seals this 17 day of July, 1947, 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: M. H. GOLDEN CONSTRUCTION COMPANY, (SEAL)
Principal
By ROBERT M. GOLDEN, Vice-Pres.
PACIFIC INDEMNITY COMPANY (SEAL)
621 South Hope Street-Los Angeles
By R. D. Spicer
R. D. SPICER ATTORNEY-IN-FACT

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

STATE OF CALIFORNIA, ss.
COUNTY OF SAN DIEGO

On this 17 day of July in the year one thousand nine hundred and forty seven before me, I. E. FRIEDMAN 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)

I. E. FRIEDMAN
Notary Public in and for SAN DIEGO County, State of California

My Commission Expires Oct. 18, 1947

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 28th day of July, 1947.

J. F. DuPAUL
City Attorney of The City
of San Diego

(See page No. 162A)

By J. H. MCKINNEY
Deputy City Attorney

Approved by a majority of the City Manager The City of San Diego this 25th day of July, 1947.

F. A. RHODES
City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with M. H. Golden Construction Company for Restoration of Fine Arts Building Balboa Park; being Document No. 375971.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Willis Deputy

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 29th day of July, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and DALEY CORPORATION, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish to The City of San Diego, as required by the City, at any time during the year beginning on the 1st day of July 1, 1947, and ending on the 30th day of June, 1948, the use and service of such pneumatic-tired dump trucks, each of five cubic yards capacity, as the City may need to supplement its own equipment. Said trucks shall be furnished for the use of the City in good repair and condition in all respects, complete with all necessary equipment and all necessary gasoline and oil, and with each truck the contractor shall furnish a competent and skillful driver the same, whose wages shall be paid by the contractor.

The City will give the contractor three (3) days' notice, stating the number of trucks needed by the City, and the time and place where the contractor shall deliver them, and the approximate length of time for which the City will use them. Upon such notice the contractor will furnish any number of trucks, not exceeding fifteen (15), which such notice may specify; except that if the contractor is unable at that time to furnish the entire number of trucks specified in the notice, he shall furnish as many thereof as he is able to furnish out of its own equipment; and as soon as it has knowledge that it is not able to furnish the entire number of trucks specified in such notice, the contractor shall forthwith notify the City Manager of the City how many of such trucks the contractor will furnish.

In event the contractor shall at any time, for any reason, fail to furnish as many trucks as the City may require upon such occasion, the City shall be entitled to obtain, from any other source, any or all of the trucks it may require, without obligation or liability to the contractor.

Nothing in this agreement shall be deemed or construed to require the City to use the contractor's trucks when the City's own equipment shall be adequate for its needs.

For each truck actually furnished for the use of the City under the terms and conditions of this agreement, the City will pay to the contractor a rental at the rate of Three and 20/100 Dollars (\$3.20) per hour, for each hour that each truck is furnished for the use of the City.

In the event that said rate of \$3.20 per hour shall be unlawful under the Constitution and laws of the State of California, then the rate shall be that established by law.

For overtime use of any such truck, which is hereby defined as use on any holiday specified in Section 10 of the Political Code (other than special or limited holidays), or use in excess of eight (8) hours in any one day other than a holiday, the City will pay to the contractor a rental of time and one-half of the rate hereinabove set forth. Said rental

shall be payable in full for the use of said truck, including all operating expenses there- of, fuel and oil consumed, wear and tear, damage, depreciation and breakage suffered by said trucks from any cause, and for the services of the operator of such truck. Payment will be made monthly, on statements made in triplicate by the contractor.

The 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, and to hold said City harmless from any liability to any person for in- juries and/or damagee to property arising out of the use or operation of said trucks, or any of them, under this contract, and to defend at its own cost any and all 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 Laws, as set forth in the Labor Code of the State of California.

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 lia- bility and covering and insuring said contractor against loss or liability by reason of the said Workmen's Compensation and Safety Laws; said certificate of the insurance carrier to bear the date of the expiration of said policy.

Said contractor further agrees and covenants that neither said contractor, nor any sub- contractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic employed in the operation of said trucks, or any of them, as provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or pro- perty; 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 employ- ed in the execution of this contract 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 labor- er, workman or mechanic is required or permitted to labor more than eight (8) hours, in vio- lation of the provisions of Section 197 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 trucks to be operated under this contract, any alien contrary to the provisions of Section 197 of the Charter of said City, and that said 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, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

Said contractor further agrees that in the performance of the work contemplated by this contract it will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego, and that not less than the prevailing rate of per diem wages here- inafter specified shall be paid to all laborers, workmen and mechanics employed by the con- tractor or any subcontractor in the performance of the work contemplated by this contract; and that the contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day or portion thereof such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the contractor, or by any subcontractor:

<u>Trade or Occupation</u>	<u>Wages per Hour.</u>
Drivers of dump trucks, less than 4 yards water level.....	\$ 1.425
Drivers of dump trucks, 4 yards, but less than 8 yards, water level.....	1.45

For overtime, when the same is permitted by law, one and one-half times the foregoing rates. For work performed on Sundays and legal holidays, as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

If the contractor considers any work required of it to be outside the requirements of this contract, or considers any record or ruling of the City Manager unfair, it shall file with the Council a written protest against the same within ten (10) days thereafter, or be considered to have accepted the record and ruling.

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 85470 of the Council authorizing such execution, and the contractor has caused this contract to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager
DALEY CORPORATION (SEAL)
By G. R. DALEY

ATTEST:

C. D. MOORE

I hereby approve the form and legality of the foregoing contract this 29th day of July, 1947.

J. F. DuPAUL, City Attorney
By B. L. COMPARET
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Daley Corporation for renting the City certain dump trucks; being Document No. 376028.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Willis Deputy

KNOW ALL MEN BY THESE PRESENTS, That GREAT WESTERN DIVISION, THE DOW CHEMICAL COMPANY, HARTFORD ACCIDENT AND INDEMNITY COMPANY, as Principal and a corporation organized and exist- ing under and by virtue of the laws of the State of _____ as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Four thousand two hundred fifty - - Dollars (\$4,250.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its

successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 18th day of July, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver f.o.b. card Pittsburg, California, from time to time as ordered or required by the City, carload lots of Liquid Chlorine, in cylinders containing 2000 pounds, net carload lots one shipment, during the period beginning July 1, 1947, and ending June 30, 1948; in accordance with the specifications referred to in said contract, and for the contract price therein set forth.

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

GREAT WESTERN DIVISION
THE DOW CHEMICAL COMPANY, (SEAL)

By J. H. SCISM Principal
Office Manager
HARTFORD ACCIDENT AND INDEMNITY COMPANY (SEAL)

By J. A. Brophy Surety
J. A. BROPHY ATTORNEY IN FACT
Executed in duplicate

The premium on this bond is \$18.30
for the term thereof

STATE OF CALIFORNIA }
City and County of San Francisco } SS.

On this 18 day of July in the year one thousand nine hundred and 47, before me, MARGARET M. LYNCH a Notary Public in and for said City and County, residing therein, duly commissioned and sworn, personally appeared J. A. Brophy known to me to be the Attorney-in-Fact of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, the Corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the Corporation therein named, and he acknowledged to me that such Corporation executed the same.

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

MARGARET M. LYNCH

(SEAL) Notary Public in and for the City and County of San Francisco,
State of California

My Commission will Expire February 10, 1948

I hereby approve the form of the within Bond, this 30th day of July, 1947.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY
Deputy City Attorney

I hereby approve the foregoing bond this 31st day of July, 1947.

F. A. RHODES, 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 18th day of July, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and GREAT WESTERN DIVISION OF DOW CHEMICAL COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City: from time to time, as ordered or required by the City, f. o. b. cars Pittsburg, California, carload lots of liquid chlorine, in cylinders containing 2000 pounds, net carload lots one shipment, during the period beginning July 1, 1947, and ending June 30, 1948; all in accordance with the specifications therefor contained in Document No. 374622, on file in the office of the City Clerk of said City.

Said contractor hereby agrees to furnish and deliver said chlorine at and for the following price, to-wit:

Cylinders containing 2000 pounds, net carload lots one shipment.....\$3.05 per cwt.
Said price does not include the California State Sales or Use Tax.

Tank cars when empty shall be returned promptly to the contractor's plant at Pittsburg, California, over the same rail lines as received, with full equipment. For all cars held beyond 48 hours, the City agrees to pay the contractor demurrage charge at the rate of \$2.50 per day.

The City may exchange empty ton containers for full containers on receipt of each car, and it is hereby understood that each car will be returned with fifteen empty containers. In the event a car is returned with less than fifteen containers, the City hereby agrees to return the balance via l.c.l. freight to contractor's plant at Pittsburg, California, freight charges prepaid. All cars are to be returned to contractor's plant at Pittsburg, California, over the reverse routing as received.

The contractor hereby agrees to allow ninety days free use of each container. After ninety days the City agrees to pay seller \$5.00 per month or fraction thereof for each container, dates of bills of lading to govern. Such rental charges accrued and paid are not refundable.

Any container lost or damaged beyond repair while in the City's possession will be charged to the City at the rate of \$325.00 per container.

Upon termination of this contract, empty ton containers belonging to the contractor shall be returned to contractor's plant at Pittsburg, California, by the City at the City's expense, freight charges prepaid.

The City agrees that it will purchase from the contractor, during the period of this contract, a minimum of 150 tons of Liquid Chlorine.

Said parties agree that there shall be no obligation to deliver or to receive or use the said product when and while, and to the extent that the receiving or using, or manufacturing or making deliveries in the customary manner are prevented or hindered by an act of God, fire, strike, partial or total lockout, commandeering of raw materials, products, plants or facilities, by military or Federal authorities.

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

For delivery f.o.b. cars Pittsburg, California:
Cylinders containing 2000 pounds, net carload
lots one shipment.....\$3.05 per cwt.

PRICE ADJUSTMENT: Contractor has the right from time to time to change on the first day of any January, April, July or October, during the term covered by this contract, for the succeeding quarter, the prices specified herein, provided contractor has given the City at least fifteen days' written notice of such change. The City's failure to serve contractor with written notice of objection to such changed price or prices prior to the effective date thereof shall be considered acceptance of such change. In the absence of such notice from contractor it is understood that the price or prices then in effect shall continue in effect for the next calendar quarter year. Failure of contractor and the City to agree on such changed price or prices after such notice by contractor permits contractor to supply the City at the then existing price during the calendar quarter yearly period in question or to cancel this contract upon fifteen days' written notice to the City.

Payments for said Liquid Chlorine will be made monthly in accordance with purchase orders and deliveries.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies were engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor the City, pursuant to resolution of the City Council, may--

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (days); or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 86465 of the Council authorizing such execution, and the contractor has caused this contract to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By F. A. RHODES, City Manager (SEAL)
GREAT WESTERN DIVISION,
THE DOW CHEMICAL COMPANY,
By J. H. SCISM, Contractor
Office Manager

I hereby approve the form and legality of the foregoing contract this 30th day of July, 1947.

J. F. DuPAUL, 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 Great Western Division, the Dow Chemical Company for furnishing Liquid Chlorine; being Document No. 376130.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Mullis Deputy

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That SEVERIN CONSTRUCTION COMPANY, a corporation, as Principal and PACIFIC EMPLOYERS INSURANCE COMPANY a corporation organized and existing under and by virtue of the laws of the State of CALIFORNIA as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Twenty thousand nine hundred ninety - Dollars (\$20,990.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 30th day of July, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish all labor, tools, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the complete construction of Fire Station, No. 12, at Imperial Avenue and Ozark Street, in The City of San Diego, California; in accordance with the plans and specifications, referred to in said contract, and for the contract price therein set forth.

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

(SEAL)
 ATTEST:
 MURIEL GREGORY
 Assistant Secretary

By SEVERIN CONSTRUCTION COMPANY,
 NELS G. SEVERIN, Principal
 President
 PACIFIC EMPLOYERS INSURANCE COMPANY (SEAL)
 Surety

By J. G. REILLY
 (J. G. Reilly) Attorney in Fact

I hereby approve the form of the within Bond, this 31st day of July, 1947.

J. F. DuPAUL, City Attorney
 By HARRY S. CLARK,
 Deputy City Attorney

I hereby approve the foregoing bond this 31st day of July, 1947.

F. A. RHODES, City Manager

STATE OF CALIFORNIA }
 County of San Diego } ss.

On this 30th day of July, 1947, before me Jonas Edwin Hedquist, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared J. G. Reilly known to me to be the person whose name is subscribed to the foregoing instrument as the Attorney-in-Fact of the PACIFIC EMPLOYERS INSURANCE COMPANY, and acknowledged to me that he subscribed the name of PACIFIC EMPLOYERS INSURANCE COMPANY thereto as Principal and his own name as Attorney-in-Fact.

(SEAL)

JONAS EDWIN HEDQUIST
 Notary Public in and for the State of California,
 County of San Diego

My Commission Expires Mar. 3, 1950

KNOW ALL MEN BY THESE PRESENTS, That SEVERIN CONSTRUCTION COMPANY, a corporation, as Principal and PACIFIC EMPLOYERS INSURANCE COMPANY a corporation organized and existing under and by virtue of the laws of the State of CALIFORNIA as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Ten thousand four hundred ninety-five Dollars (\$10,495.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 30th day of July, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish all labor, tools, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the complete construction of Fire Station, No. 12, at Imperial Avenue and Ozark Street, in the City of San Diego, California; all as more particularly and in detail set forth in those certain drawings and specifications contained in Document No. 374934, on file in the office of the City Clerk of said City.

WHEREAS, the aforesaid penal sum of Ten thousand four hundred ninety-five - Dollars (\$10,495.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on, or furnish materials, to be used in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his heirs, executors, administrators and 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 Chapter 3 of Division 5 of Title I of the Government Code of the State of California, 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 said Chapter 3, Division 5, Title I of the Government Code provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of Civil Procedure of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the said principal and surety have executed this instrument, the day and year first hereinabove written.

(SEAL)
 ATTEST:
 MURIEL GREGORY
 Assistant Secretary

By SEVERIN CONSTRUCTION COMPANY,
 NELS G. SEVERIN, Principal
 President
 PACIFIC EMPLOYERS INSURANCE COMPANY (SEAL)
 Surety

By J. G. REILLY
 (J. G. Reilly) Attorney in Fact

STATE OF CALIFORNIA }
 County of San Diego } ss.

On this 30th day of July, 1947, before me Jonas Edwin Hedquist, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared J. G. Reilly known to me to be the person whose name is subscribed to the foregoing instrument as the Attorney-in-Fact of the PACIFIC EMPLOYERS INSURANCE COMPANY, and acknowledged to me that he subscribed the name of PACIFIC EMPLOYERS INSURANCE COMPANY thereto as Principal and his own name as Attorney-in-Fact.

(SEAL)

JONAS EDWIN HEDQUIST
 Notary Public in and for the State of California,
 County of San Diego

My Commission Expires Mar. 3, 1950

I hereby approve the form of the foregoing bond this 31st day of July, 1947.

J. F. DuPAUL, City Attorney
 By HARRY S. CLARK
 Deputy City Attorney

I hereby approve the foregoing bond this 1st day of August, 1947.
F. A. RHODES, 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 30th day of July, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and SEVERIN CONSTRUCTION COMPANY, a corporation, party of the second party, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all labor, tools, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the construction of a complete Fire Station, No. 12, at Imperial Avenue and Ozark Street, in The City of San Diego, California; all as more particularly and in detail set forth in those certain drawings and specifications contained in Document No. 374934, on file in the office of the City Clerk of said City; which said drawings and specifications are by reference thereto incorporated herein and made a part hereof.

Said contractor hereby agrees to do and perform all of said work at and for the price of twenty thousand nine hundred ninety dollars (\$20,990.00).

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

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by it to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of twenty thousand nine hundred ninety dollars (\$20,990.00), said payments to be made as follows:

Upon submission by the contractor and approval by the City Manager of said City of an estimate of the work performed during the preceding fifteen-day period, the City will pay 90% of said estimate, less any prior payments made. 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 under or by virtue of this contract shall have been executed by the contractor, and when five days shall have elapsed after the expiration of the period within liens may be filed, as provided by Title IV, Part III, of the Code of Civil Procedure of the State of California, the final payment of 10% will be made.

Said contractor further agrees not to underlet nor assign this contract, or any part thereof, to any one, without the consent of the Council, in writing, having been first obtained.

Said contractor further agrees to be bound by each and every part of said specifications as the same may be interpreted in case of dispute or question by the City Engineer of said City. Further, that contractor will protect from the elements all of the materials and supplies to be used in the performance of said work, and in case of damage to any portion of said work or materials or supplies to be used in the performance of said work by reason of accident, the action of the elements, or any other cause whatsoever, before the final acceptance of said work, the contractor will repair or replace such damage, at contractor's own cost and expense.

The work shall be conducted under the immediate supervision of the City Engineer, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

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

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 contractor's 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 Laws, as set forth in the Labor Code of the State of California.

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 said Workmen's Compensation, Insurance and Safety Laws, 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 employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases 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, \$10.00 for each laborer, workman or mechanic employed in the execution of this contract 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 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 Section 197 of the Charter of The City of San Diego, and that the said contractor shall forfeit as a penalty to the City \$10.00 for each alien knowingly employed upon any of the work provided in this contract to be done by the contractor, or by any sub-contractor, contrary to the provisions of said Charter, for each calendar day, or portion thereof, during which such alien is permitted or required to labor

in violation thereof.

The contractor further agrees that in the performance of the work contemplated by this contract said contractor will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the contractor or any subcontractor in the performance of the work contemplated by this contract; and that the contractor shall forfeit as a penalty to the City \$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:

Trade or Occupation	Wage	
	Per Hour	Per 8-Hour Day. Per Diem
OPERATING ENGINEERS:		
Concrete - spreading, mechanical tamping or finishing machine operator,	\$ 1.90	\$ 15.20
Concrete Mixer Operator, Skip Type,	1.775	14.20
Elevating Grader Operator,	2.025	16.20
Motor Patrol Operator, any type power blade,	2.025	16.20
Roller Operator,	1.85	14.80
Screed Operator,	1.65	13.20
Tractor Operator - Bulldozer, tamper, scraper,	1.90	15.20
Truck Crane Operators,	2.10	16.80
TRUCK DRIVERS:		
Drivers of Dump Trucks, 4 yds. but less than 8 yds. level,	1.45	11.60
Drivers of trucks, legal pay load capacity less than 6 tons,	1.425	11.40
Drivers of trucks, legal pay load capacity between 6 and 10 tons,	1.45	11.60
BOILERMAKERS:		
Mechanic, journeymen,	1.95	15.60
Boilermaker's Helper,	1.70	13.60
BRICKLAYERS:		
Bricklayer,	2.25	18.00
Bricklayer, tender any capacity	1.525	13.00
Tile-setter,	1.80	14.40
Tile-setter, Helper,	1.25	10.00
ELECTRICIANS:		
Journeyman, wireman,	2.15	17.20
LATHER:		
Plasterer,	2.25	18.00
PLASTERERS:		
Plasterer,	2.25	18.00
Plasterer, tender,	2.05	16.40
PLUMBERS:		
Plumber, journeyman,	2.00	16.00
Pipefitter,	2.00	16.00
ROOFER:		
Roofer,	1.75	14.00
Enameler, damp, waterproof or bituminous	1.95	15.60
SHEET METAL WORKER,		
	1.75	14.00
PAINTERS:		
Painter, journeymen,	1.90	15.20
GUNITE WORKERS:		
Reboundman,	1.375	11.00
Mixerman,	1.50	12.00
Gunman,	1.65	13.20
Nozzleman,	1.90	15.20
Rodman,	1.90	15.20
CARPENTERS:		
Carpenter,	1.90	15.20
Shingler,	2.025	16.20
CEMENT FINISHERS:		
Cement Finisher,	1.975	15.80
Cement Finisher (Composition or mastic)	2.10	16.80
IRON WORKERS:		
Reinforcing Iron Worker,	1.975	15.80
LABORERS:		
General or Construction, including all laborers not herein separately classified, on all types of construction,	1.35	10.80
Operators and tenders of pneumatic tools, vibrating machines, and similar mechanical tools not separately classified herein,	1.55	12.40
Sewer Pipe Layer (using caulking tools)	1.525	12.20
Sewer Pipe Layer (cement joints)	1.40	11.20
Tarman and Mortarman,	1.40	11.20
Any classification omitted herein not less than,	1.35	10.80

OVERTIME:

Not less than one and one-half times the said prevailing or current rate of per diem wages shall be paid for extra work performed by such laborers, workmen, or mechanics on Sundays and legal holidays, as set forth in Section 10 of the California Political Code, 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.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 85569 of the Council authorizing such execution, and the contractor has caused this contract to be executed, and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year in this agreement first above written.

ATTEST: (SEAL)

MURIEL GREGORY
Assistant Secretary

THE CITY OF SAN DIEGO
By F. A. RHODES, City Manager
SEVERIN CONSTRUCTION COMPANY
By NELS G. SEVERIN, Contractor
President

I hereby approve the form and legality of the foregoing contract this 31st day of July, 1947.

J. F. DuPAUL, 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 Severin Construction Company for construction of Fire Station No. 12 at Imperial Avenue and Ozark Street; being Document No. 375131.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Wilbig Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into this 29th day of July, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the "City", and C. W. MIKEL, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City that he will pay to said City the sum of Twenty-five Dollars (\$25.00) per ton for each and every ton of carp removed from the Hodges Reservoir, belonging to said City. The contractor agrees to have the weight of the carp removed from said reservoir certified to by the public scales located at Encinitas, California.

The contractor agrees to remove said carp only on the week days of Monday through Friday, inclusive, and agrees to not operate on either Saturday or Sunday; and that he, his agents, employees and servants, will notify the keeper at Bernardo Bridge on each and every day he operates and will notify said keeper the area in which he will operate. The contractor further agrees that he will not operate in any manner to interfere with the present operations on said Hodges Reservoir.

Contractor further agrees that during said operations he will only remove carp and will return unharmed to the water any other type of fish caught in said operations and will at all times conform to all rules and regulations as to sanitation. Contractor agrees that he, his agents, employees and servants, will so operate as to protect the health and safety of The City of San Diego and his operations in no way will interfere with any of the other operations on said lake.

The contractor further agrees to make prompt and complete payment each and every month for the total amount of carp removed from said reservoir, at the rate of \$25.00 per ton.

It is understood and agreed that the contractor will secure all the necessary permits required before starting his operations.

This contract is for a term beginning on the date of execution of this contract and ending on the 30th day of June, 1948, unless sooner terminated. It is mutually agreed by and between the parties hereto that this contract may be terminated at any time by either party hereto giving the other party ten (10) days notice, in writing.

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 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. 85603 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 F. A. RHODES, City Manager
C. W. MIKEL,
Contractor

I HEREBY APPROVE the form and legality of the foregoing Agreement this 17 day of July, 1947.

J. F. DuPAUL, City Attorney
By LOUIS M. KARP,
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with C. W. Mikel for removing Carp from Hodges Reservoir; being Document No. 375298.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Wilbig Deputy

BOND NO. 150577

KNOW ALL MEN BY THESE PRESENTS, That BAY SHORE MOTORS, a corporation, as Principal and THE TRAVELERS INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of EIGHT HUNDRED SEVENTY-SEVEN and no/100 Dollars (\$877.00), lawful money of the United

States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 21st day of July, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

1 - 1-1/2 ton Ford chassis and cab; and
1 - 1-1/2 " " flat bed
in accordance with the plans and specifications, referred to in said contract, and for the contract price therein set forth.

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

ATTEST: (SEAL) By BAY SHORE MOTORS
H. J. SIEGLE P. E. FRAZIER - Vice-Pres.
Sec.-Treas. Principal
THE TRAVELERS INDEMNITY COMPANY (SEAL)
Surety
By ROBERT A. DRISCOLL,
Robert A. Driscoll, Attorney-in-Fact

The premium charge for this bond is \$5.00

STATE OF CALIFORNIA } ss.
COUNTY OF LOS ANGELES }

On this 21st day of July, 1947, before me personally came Robert A. Driscoll to me known, who being by me duly sworn, did depose and say: that he is Attorney(s)-in-Fact of THE TRAVELERS INDEMNITY COMPANY, the Corporation described in and which executed the foregoing instrument; that he know(s) the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority granted to him in accordance with the By-Laws of the said Corporation, and that he signed his name thereto by like authority.

(SEAL)

MARGUERITE STEVENS
Marguerite Stevens Notary Public
Notary Public in and for the County of
Los Angeles, State of California

My Commission Expires June 2, 1951

I hereby approve the form of the within Bond, this 14th day of July, 1947.

J. F. DuPAUL, City Attorney
By J. H. MCKINNEY
Deput City Attorney

I hereby approve the foregoing bond this 31st day of July, 1947.

F. A. RHODES, 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 21st day of July, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and BAY SHORE MOTORS, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

- 1 - Ford 1 1/2 ton 158" W.B. Chassis & Cab, 8 cylinder 239 cubic inch motor, 750 x 20 tires duals in rear and to include spare tire and tube, Hydrovac brake control and signal arm; and
- 1 - Ditto
- 1 - body 7'6" x 12' flat bed with stake pockets and 42" header board, oak floor on heavy duty sills;

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 374044.

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

1 - Ford 1 1/2 ton chassis & cab.....	\$1,529.52
1 - Ford 1 1/2 flat bed.....	1,875.52
	\$3,505.04

Said prices include the California State Sales Tax.

If the manufacturer makes general increases to the trade in the price of the product, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by the contractor to the City, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances, and allowing cancellation to be effected by the City if it elects so to do. Provided, however, that any increases to the City, allowed under above conditions, shall not exceed 10% of the price quoted to the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to The City of San Diego.

Said City, in consideration of the furnishing and delivery of said equipment by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said equipment by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Three Thousand Five Hundred Five and 04/100 Dollars (\$3505.04), exclusive of the California State Sales Tax.

Payment for said equipment will be made in accordance with purchase order and delivery. Contractor guarantees to make delivery within 45 days from receipt of purchase order, subject to delays beyond contractor's control.

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

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

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

price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said Council to that effect.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 85349 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By F. A. RHODES, City Manager
BAY SHORE MOTORS
By P. E. FRAZIER Vice-Pres.
Contractor

(SEAL)
ATTEST:
H. J. SIEGLE
Sec.-Treas.

I hereby approve the form and legality of the foregoing contract this 14th day of July, 1947.

J. F. DuPAUL, 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 Bay Shore Motors for furnishing 2 - 1 1/2 ton Ford trucks; being Document No. 375299.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Walling Deputy

KNOW ALL MEN BY THESE PRESENTS, That HARRY C. JONES, as Principal and _____ a corporation organized and existing under and by virtue of the laws of the State of _____ as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Five Hundred eighty-nine Dollars (\$589.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 30th day of July, 1947.

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 supply The City of San Diego Public Library with newspapers and magazine subscriptions for a period of one year beginning September 1, 1947, and ending August 31, 1948; in accordance with the specifications, referred to in said contract, and for the contract price therein set forth.

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

HARRY C. JONES
Principal
ROYAL INDEMNITY COMPANY, Surety (SEAL)
By RALPH E. BACH
ITS ATTORNEY-IN-FACT

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

On this 30th day of July in the year 1947, before me, Cora I. Phillips, a Notary Public in and for the County and State aforesaid, personally appeared Ralph E. Bach known to me to be the person whose name is subscribed to the within instrument and known to me to be the Attorney-in-Fact of Royal Indemnity Company and acknowledged to me that he subscribed the name of the said Company thereto as principal, and his own name as Attorney-in-Fact.

(SEAL) CORA I. PHILLIPS
Notary Public in and for said County
and State

My Commission Expires June 18, 1951

I hereby approve the form of the within Bond, this 1st day of August, 1947.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney

I hereby approve the foregoing bond this 1st day of Aug., 1947.

F. A. RHODES, 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 30th day of July, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and HARRY C. JONES, party of the second part, and hereinafter sometimes designated as to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to supply The City of San Diego Public Library with the newspaper and magazine subscriptions particularly set forth and identified in the Master List of magazines and newspapers, and Supplement List of Magazines attached to the specifications contained in Document No. 373525, on file in the office of the City Clerk of said City, for a period of one (1) year beginning September 1, 1947, and ending August 31, 1948; EXCEPTING, however, from said list the following magazines: Better Food (which has been discontinued), and Motor Age (for which publisher not accepting subscriptions); all in accordance with the specifications therefor contained in said Document No. 373525, on file in the office of said City Clerk.

Said contractor hereby agrees to furnish said newspaper and magazine subscriptions to said City for the sum of two thousand three hundred fifty-five and 55/100 dollars (\$2,355.55); said price being subject to any change in subscription fees made by publishers prior to the date of the award of contract.

Said City, in consideration of the furnishing of said newspaper and magazine subscriptions by said contractor, according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, will pay said contractor the sum of two thousand three hundred fifty-five and 55/100 dollars (\$2,355.55), subject to any change in subscription fees made by publishers prior to the date of award of contract. Payment will be made for the said newspaper and magazine

subscriptions in accordance with purchase orders and deliveries.

In the event that any number or issue of a newspaper or magazine is not received by the City, the contractor hereby agrees to furnish such missing copy upon notice in writing from the City Librarian within a reasonable period of time.

In the event of the discontinuance of a publication, or the consolidation of the same with another publication or publications, the contractor agrees to secure an adjustment in the number of issues, or will make a cash refund to the City for such subscription, satisfactory to the City Librarian.

All newspapers and magazines shall be delivered promptly to the locations within The City of San Diego specified by the City Librarian, and at such times each month as publishers regular deliver such newspapers and magazines.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies were engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor or the City, pursuant to resolution of the City Council, may--

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (days); or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

Said contractor hereby agrees that he will be bound by each and every part of this contract, and furnish or cause to be furnished the newspaper and magazine subscriptions, as herein specified.

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 86568 of the Council of said City, and the contractor has hereunto subscribed his name the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By F. A. RHODES, City Manager
HARRY C. JONES
Contractor

I hereby approve the form and legality of the foregoing contract this 1st day of August, 1947.

J. F. DuPAUL, 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 Harry C. Jones for furnishing Public Library with newspaper and magazine subscriptions; being Document No. 376300.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Wilby Deputy

C O N T R A C T .

THIS AGREEMENT, made and entered into this 31st day of July, 1947, by and between, UNION-TRIBUNE PUBLISHING CO., a corporation, of The City of San Diego, California, the party of the first part, and hereinafter in this contract designated as the Company, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the second part, and hereinafter in this contract designated as the City, WITNESSETH:

That the said Company will, and does hereby undertake to and with the said City, for and in consideration of the covenants and agreements hereinafter contained on the part of said City to be performed, to do all the legal advertising of said City for the years beginning with the 1st day of August, 1947, and ending with the 31st day of July, 1949, in its daily newspaper, which is called THE SAN DIEGO UNION, for the following prices:

- One (1) time, \$1.55 per column inch;
- Two (2) times, \$1.50 per column inch;
- Five (5) times, \$1.35 per column inch;
- Ten (10) times, \$1.30 per column inch;
- More than ten (10) times, \$1.20 per column inch per insertion.

Measurements to be figured per column inch, set solid, at least twelve ems wide. Un-usual headlines 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 gallery 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 two hundred (200) copies, of any ordinance which may be published under this contract, said copies to be on sheets of good paper, better than newsprint, approximately 5 x 9 inches in size.

Said Company also agrees to furnish said City, through the City Clerk's Office, free of charge, on each day of publication, twenty-five (25) copies of The San Diego Union, to serve the departments interested, for clipping copies of official notices.

The official advertising hereunder shall be in accordance with Section 113 of the 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 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 1st day of August, 1947, to and including the 31st day of July, 1949.

It is further agreed that should any advertising be unfinished on the 31st day of July, 1949, the same shall be finished and completed by the said Company in its newspaper at and for the rates hereinbefore set forth.

IN WITNESS WHEREOF, the said Company has caused this instrument to be executed by its President, and the execution thereof to be attested by its Vice-President, thereunto duly authorized, and said The City of San Diego has caused this instrument to be executed by its City Manager, in pursuance of the authorization of Resolution No. 85541, the day and year first hereinabove written.

(SEAL)

By UNION-TRIBUNE PUBLISHING CO.,
L. G. BRADLEY
President

ATTEST:

WALTER J. SCHNEIDER
Vice-President

By THE CITY OF SAN DIEGO
F. A. RHODES
City Manager

I hereby approve the form and legality of the foregoing contract this 4 day of August, 1947.

By J. F. DuPAUL, City Attorney
LOUIS M. KARP
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with The San Diego Union for Official Advertising; being Document No. 375304.

FRED W. SICK
City Clerk of The City of San Diego, California

By *Helen M. Wilby* Deputy

L E A S E

THIS AGREEMENT, made and entered into this 4th day of Aug., 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the "City", and HAZARD & CULNAN, a co-partnership composed of R. E. Hazard and Edgar B. Culnan, hereinafter called the "Lessee", WITNESSETH:

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

³⁸⁶
Blocks 358, 385, 389, and Lots 3 and 4, Block 357, Old San Diego, according to Map thereof made by James Pascoe in the year 1870, a copy of which map is filed as Miscellaneous Map No. 40 in the Office of the County Recorder of San Diego County, California.

For a term of ten (10) years, beginning on the 1st day of July, 1947, and ending on the 30th day of June, 1957, at the following rentals: Fifty Dollars (\$50.00) per month payable in advance at the office of the Lessor monthly during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for stock grazing purposes only, and for no other purpose or purposes.

Second. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be

required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of Ordinance No. 3184 (New Series).

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, the said lessee shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty (60) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.

Tenth. It is 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.

Eleventh. Lessee shall have the right to sublease to Mrs. Grace A. Allan a portion of the above-described property. It is understood and agreed that the shed, corrals and buildings which are or may be located on said subleased land are not the property of The City of San Diego and may be removed at the termination of this lease or the sooner termination of Mrs. Allan's sublease.

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. 85573 of the Council authorizing such execution, and said lessee has hereunto subscribed its name, the day and year first hereinabove written.

By THE CITY OF SAN DIEGO, Lessor,
F. A. RHODES, City Manager
HAZARD & CULNAN, a co-partnership,
E. B. CULNAN
Partner

I HEREBY APPROVE THE form and legality of the foregoing Lease this 4th day of Aug., 1947.

By J. F. DuPAUL, City Attorney
J. H. MCKINNEY
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Hazard and Culnan; being Document No. 375316.

FRED W. SICK
City Clerk of The City of San Diego, California

By *Helen M. Willy* Deputy

KNOW ALL MEN BY THESE PRESENTS, That PRE-MIXED CONCRETE CO., INC., as Principal and HARTFORD ACCIDENT & INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Two thousand Dollars (\$2,000.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 31st day of July, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver, from time to time, as ordered and required by The City of San Diego, during the period beginning July 1, 1947, and ending January 1, 1948, Portland cement concrete; in accordance with the specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST: W. P. KEMPER, Secty.
By PRE-MIXED CONCRETE CO., INC., (SEAL)
D. B. CLARKE - Vice Pres.
Principal
HARTFORD ACCIDENT & INDEMNITY COMPANY
Surety (SEAL)
By M. Shannon
M. SHANNON, ATTORNEY IN FACT

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO

On this 31st day of JULY, before me, MARSTON BURNHAM, in the year one thousand nine hundred and forty-seven, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared M. SHANNON 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 M. SHANNON duly acknowledged to me that he subscribed the name of the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereto as Surety and his own name as Attorney-in-Fact.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

(SEAL) MARSTON BURNHAM
Notary Public in and for SAN DIEGO County, State of California

My Commission Expires April 28, 1950

I hereby approve the form of the within Bond, this 5th day of August, 1947.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I hereby approve the foregoing bond this 5th day of Aug., 1947.

F. A. RHODES, City Manager

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 31st day of July, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and PRE-MIXED CONCRETE 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: from time to time as ordered or required by the City, f.o.b. City trucks at contractor's plant on Sixth Street Extension, San Diego, California, or delivered to various areas or zones within The City of San Diego, Cement Concrete, for the period beginning July 1, 1947, and ending January 1, 1948; in accordance with the specifications therefor contained in Document No. 374521, on file in the office of the City Clerk of said City.

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

Class A cement concrete (1: 2: 3 mix) at \$7.56 per cubic yard;
 Class B cement concrete (1: 2: 4 mix) at \$5.98 per cubic yard;
 Class C cement concrete (1:2:3-1/2 mix) at \$7.32 per cubic yard;
 Class D cement concrete (1: 2: 5 mix) at \$5.30 per cubic yard;

Above prices are f.o.b. City trucks at contractor's plant on Sixth Street Extension, San Diego, California (present location) and/or any location in The City of San Diego at which this plant may be conducting business during the period of this contract, and said prices DO NOT include the California State Sales Tax.

Delivery in contractor's trucks,.....at \$1.00 per cubic yard in the following areas:

East to 54th Street (Euclid Avenue south of Federal Boulevard), south to Division Street, west to Canon Street and Point Loma Avenue, north to Edison Street and Sherwood Street, and Linda Vista;

Delivery to La Playa.....at \$1.25 per cubic yard;

Delivery to 54th Street to 70th Street, Encanto, Mission Beach and Pacific

Beach,.....at \$1.50 per cubic yard;

Delivery to La Jolla.....at \$1.75 per cubic yard;

All areas not listed to be covered by job quotation. Minimum concrete charge will be one-fourth of a yard and minimum cartage charge two yards. Unloading time charge on contractor's trucks will be \$5.00 per hour after first fifteen minutes on job which is charge free. All deliveries by contractor will be made with agitator concrete truck bodies.

Said City, in consideration of the furnishing and delivery of said cement concrete by said contractor, according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said cement concrete by said City, will pay said contractor for said cement concrete at the rates hereinabove set forth.

Payments will be made upon presentation of invoices and approval thereof by the Purchasing Agent of The City of San Diego.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies were engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor the City, pursuant to resolution of the City Council, may--

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (days); or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall

said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said Council to that effect.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 85468 of the Council authorizing such execution, and the contractor has caused this contract to be executed, and its corporate name and seal to be hereunto attached, by its proper officers thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By F. A. RHODES, City Manager
PRE-MIXED CONCRETE CO., INC. (SEAL)
By D. B. CLARKE - Vice Pres.
Contractor

ATTEST:

W. P. KEMPER, Secty.

I hereby approve the form and legality of the foregoing contract this 5th day of August, 1947.

J. F. DuPAUL, 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 Pre-Mixed Concrete Company; being Document No. 375375.

FRED W. SICK

City Clerk of The City of San Diego, California

By Helen M. Wilby Deputy

KNOW ALL MEN BY THESE PRESENTS, That THE GROTE MFG. CO., INC., A KENTUCKY CORPORATION of LA FAYETTE & GRANDVIEW, BELLEVIEW, KENTUCKY, as Principal and SEABOARD SURETY COMPANY OF 80 JOHN STREET, NEW YORK 8, NEW YORK a corporation organized and existing under and by virtue of the laws of the State of NEW YORK as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Four thousand seven hundred sixty-four Dollars (\$4,764.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 31st day of July, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver to said City 1850 street name signs; in accordance with the specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST:	By	THE GROTE MFG. CO., INC. (SEAL)
J. H. HAMMER	W. F. GROTE, President	Principal
COUNTERSIGNED BY:		SEABOARD SURETY COMPANY (SEAL)
RAY ROSENDAHL COMPANY		Surety
By: HOWARD SISKEL	By	Wm. J. Bennett
Howard Siskel, Attorney-in-Fact		WM. J. BENNETT, ATTORNEY-IN-FACT
California Resident Agent of the		
Seaboard Surety Company.		

ATTEST:

M. M. VAN HARTEN

I hereby approve the form of the within Bond, this 5th day of August, 1947.

J. F. DuPAUL, City Attorney
By J. H. MCKINNEY
Deputy City Attorney

I hereby approve the foregoing bond this 5th day of July, 1947.

F. A. RHODES, 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 31st day of July, 1947, by and between THE CITY OF SAN DIEGO, a municipal 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 GROTE MFG. 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: f.o.b. San Diego, California:

1850 Street name signs, Type No. G-400; all in accordance with the specifications therefor contained in Document No. 370442, on file in the office of the City Clerk of said City.

Said contractor hereby agrees to furnish and deliver the street signs above described at and for the price of \$10.30 per sign, which price includes the California State Sales Tax.

Said contractor agrees to begin delivery of said street signs approximately 60 days from date of receipt of all details and list of street names, and to complete delivery of said street signs within 90 days thereafter.

Said City, in consideration of the furnishing and delivery of said street signs by said contractor according to the terms of this contract, and the faithful performance of all obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said street signs by said City, will pay said contractor, in warrants drawn upon the proper fund of said City the sum of nineteen thousand fifty-five dollars (\$19,055.00), which said prices includes the California State Sales Tax.

Payment for said street signs will be made in accordance with purchase order and delivery.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies were engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor the City, pursuant to resolution of the City Council, may--

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (days); or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 85292 of the Council authorizing such execution, and the contractor has caused this contract to be executed, and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By F. A. RHODES, City Manager
THE GROTE MFG. CO., INC., (SEAL)
W. F. GROTE, President
Contractor

ATTEST:

J. H. HAMMER

I hereby approve the form and legality of the foregoing contract this 5th day of August, 1947.

J. F. DuPAUL, 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 - The Grote Mfg. Co., Inc. - Street Name Signs; being Document No. 375432.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Wilbig Deputy

LEASE AGREEMENT

THIS CONCESSION AGREEMENT, Made and entered into this 5th day of August, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated the "City" or lessor, and MISSION BEACH COASTER COMPANY, a corporation, hereinafter designated the Lessee, WITNESSETH:

THAT WHEREAS, the lessee is desirous of obtaining a lease or permit to use a portion of the premises in Mission Beach Amusement Center (hereinafter called the "Amusement Center," or "Center"), at Mission Beach, in said City, for the operation of the concessions hereinafter described;

NOW, THEREFORE, WITNESSETH: That the City does hereby lease and let to the Lessee and the Lessee does hereby take and accept from the City, for the period beginning the 3rd day of January, 1948, and ending on the 2nd day of January, 1952, the lease and license to use and operate a roller coaster at its present locations and on the premises or tracts or plots of ground described as follows:

A parcel of land being the Roller Coaster Site in the Amusement Center in Mission Beach located in Pueblo Lot 1803 of the Pueblo Lands of San Diego according to the map thereof made by James Pascoe, a copy of which map is filed as Miscellaneous Map No. 35, in the office of the County Recorder of San Diego County, California, bounded and described as follows:

Beginning at a point on the westerly line of West Way, also known as Mission Boulevard and west Drive of Mission Boulevard closed to public use by Resolution No. 76888 adopted May 12, 1942, by the Council of the City of San Diego, bearing S 22° 18' 30" E a distance of 910.25 feet from the southwesterly corner of Block 96, Mission Beach, according to the map thereof No. 1809 on file in the Office of said County Recorder; thence S 87° 12' W a distance of 9.33 feet to a point on the westerly edge of the existing concrete sidewalk; thence N 2° 48' W along the westerly line of said sidewalk being also along a line parallel to the westerly line of said West Way a distance of 290.90 feet to the TRUE POINT OF COMMENCEMENT: thence S 87° 12' W a distance of 42.08 feet to the point of a tangent curve concaved northeasterly

having a radius of 41.00 feet; thence westerly, northwesterly and northerly along the arc of said curve, through a central angle of 90°, a distance of 54.40 feet to a point of tangency; thence N 2° 48' tangent to said curve a distance of 18.43 feet to a point; thence N 26° 39' 30" E a distance of 82.75 feet to a point; thence N 7° 03' 30" E a distance of 40.08 feet to a point; thence N 2° 52' W a distance of 50.00 feet to a point; thence S 87° 08' W a distance of 58.85 feet to a point; thence N 2° 52' W a distance of 48.52 feet to a point; thence N 42° 18' E a distance of 55.89 feet to a point; thence S 47° 40' 35" E a distance of 4.00 feet to a point; thence N 42° 19' 24" E a distance of 37.72 feet to a point; thence N 17° 21' 24" E a distance of 51.43 feet to a point; thence N 14° 11' 35" W a distance of 41.70 feet to the point of a curve concaved southeasterly having a radius of 45.50 feet and whose center bears N 88° 30' 24" E from the last described point; thence northeasterly, easterly and southeasterly along the arc of the last described curve through an angle of 108° 15' 30" a distance of 87.87 feet to a point of tangency; thence S 73° 13' 05" E a distance of 39.97 feet to a point on the westerly edge of said cement concrete sidewalk, said point being also on a line parallel to and distant 9.33 feet westerly from the westerly line of said West Way and on a curve concaved northwesterly having a radius of 149.59 feet and whose center bears S 84° 14' 24" W from the last described point; thence southerly and southwesterly along the arc of the last described curve, through a central angle of 37° 17' 11", a distance of 97.35 feet to the point of a reverse curve concaved southeasterly having a radius of 357.74 feet; thence southwesterly and southerly along the arc of the last described curve a distance of 214.32 feet to a point of tangency; thence S 2° 48' E tangent to the last described curve a distance of 167.38 feet to the TRUE POINT OF COMMENCEMENT;

All as shown in the shaded area on that certain drawing No. 6432-L, dated February 5, 1945, signed H. W. Jorgensen, City Engineer, said drawing being on file in the Office of said City Engineer; reserving to The City of San Diego the rights of public ingress and egress through and across the area shown hatched and marked "Main Entrance to Amusement Center" on said Drawing No. 6432-L, which said drawing is hereunto attached and made a part hereof;

All subject to the following terms and conditions:

- (1) The Lessee shall pay as compensation for these concessions and for the privilege of maintaining and operating said concession or business within the Center, and for the term aforesaid, at the rate of One Thousand Dollars (\$1000.00) per year, or ten per cent. (10%) of the gross receipts from all sources derived from the operation and maintenance of said concession, whichever is the greater amount, except any amounts collected as a Federal, State or City admission tax, payable as follows: Final settlement for each year shall be made within twenty (20) days after the close of the calendar year to determine whether or not the charge shall be One Thousand Dollars (\$1000.00) or ten per cent. (10%) of the gross receipts as set out in preceding paragraph.
- (2) On each Monday during the life of this agreement, the Lessee shall pay to the City, its agents or employees, ten per cent. (10%) of all revenues of every nature whatsoever taken in, collected or obtained in the operation of said lease or concession for the week immediately preceding the date of such collection by the City.
- (3) The lessee agrees to adopt any method of recording receipts or accounting that the City may deem essential, and to make available for inspection of the City's representatives any records desired for auditing such receipts.
- (4) In addition to the license fee above mentioned, the Lessee shall pay for all electric light, power and/or water used and/or consumed upon and in connection with the operation and maintenance of such concession, and the Lessee shall use only electricity for motive power and illumination on the premises, building or spaces included in this concession, and use all electric light and power in strict accordance with the plans and designs designated and approved by the City, except the Lessee is hereby permitted to use such Neon signs or lights as it may desire in connection with advertising its concession.
- (5) In the event the Lessee neglects to pay any charges upon presentation of bills therefor, then said charges shall be added to and become a part of the concession fee and shall be due and payable upon the next installment of such concession fee as herein provided and shall become a part of such fee. Upon neglect or refusal to pay the same, the City shall have the right at its option to terminate this lease without further notice to the Lessee.
- (6) The Lessee agrees to maintain and operate the aforesaid concession at the Lessee's own cost and expense, unless otherwise stated herein, and shall conduct the same for no other purpose than herein stated, and the Lessee agrees to maintain and operate the business or amusement devices provided for in this concession in a manner at all times satisfactory to and in conformance with the ordinances of the City.
- (7) As a part of the consideration for the granting of this concession, the Lessee agrees that upon default in the payment of said concession fee, or any installment thereof, the City may at its option forthwith enter said premises and operate said concession and retain any and all income derived from the operation of said concession, applying the income thereof, first, to the cost of operating and maintaining said concession, and, second, to the payment of said concession fee or any installment thereof then due or thereafter to become due.
- (8) It is expressly understood and agreed by and between the parties hereto that the continued and uninterrupted operation of the concessions and appurtenances during the term of this concession is essential and necessary for the proper operation of the Center, and if for any reason such concessions and/or appurtenances become inoperative and the Lessee shall for a period of ten (10) days fail, refuse and/or neglect to correct the cause of such cessation of operation, the City may at its option, enter upon such concession or concessions and appurtenances and operate the same, making such repairs as are necessary, and deduct the cost of such operation and repairs from any and all receipts due the Lessee.
- (9) The Lessee agrees to refer all disputes to the City Manager and abide by his de-

cision, and at the request of the City, and without the making of any specific charges, to forthwith discharge any employee.

(10) The Lessee shall procure at its own cost and expense all permits or licenses necessary for the legal operation of this concession.

(11) It is expressly understood and agreed that the Lessee's right to occupy the same and to operate the concessions hereby granted shall continue only so long as each and all the undertakings, provisions, covenants, agreements, stipulations and conditions in this concession contained on the Lessee's part to be performed, are strictly and promptly complied with.

(12) The Lessee shall not sublet, assign or parcel out the concession hereby granted, or any interest therein, nor allow or permit any other person or party to use or occupy any part of the premises, buildings or spaces covered by this concession for any purpose whatsoever without first obtaining the written consent of the City, nor shall this concession be transferred by operation of law, it being the purpose and spirit of this instrument to grant this concession and privilege personally and solely to the Lessee herein named.

(13) The Lessee shall operate this concession in its entirety during such time, and only during such time as the Center shall be open to the public, unless prevented from so doing as herein provided.

(14) The Lessee shall supply and have ready for sale all tickets or evidence of permission to use the concession in sufficient quantity to satisfy the demands of the patrons of the Center at all times, and the Lessee hereby warrants that all tickets or evidence of permission to use said concession sold or offered for sale by the Lessee, directly or through the Lessee's agents and servants, will be as represented both as to kind and quality.

(15) The Lessee shall not employ or use any persons known as "hawkers", "spielers", "criers", or other noise-makers or means of attracting attention to the Lessee's business not approved by the City, or to the extent of creating a nuisance; or permit any intoxicated person to act as its employee, or permit any intoxicated person to remain within or upon said concession space or carry on or within or upon said concession space any other business than above described, or interfere with any other licensee of the City or any employees of any other licensee.

(16) The Lessee shall not use, nor suffer or permit any person to use in any manner whatsoever, the said premises, or any part thereof, or any building thereon, for any illegal, immoral or bawdy purposes, or for any purpose in violation of any Federal, State or Municipal law, ordinance, rule, order or regulation, or of any ordinance, rule or regulation of the City now in effect or hereafter enacted or adopted, and will protect, indemnify and forever save and keep harmless The City of San Diego, and the individual members thereof, and its agents from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of the Lessee, or any employee, person or occupant for the time being of said premises; and in the event of any violation, or in case the City, or its representatives, shall deem any conduct on the part of the Lessee, or of any person or occupant for the time being of the premises, or of the said concession, or the operation thereof, to be objectionable and improper, the City shall have the right and power and is hereby authorized to at once declare this concession terminated without previous notice to the Lessee.

(17) The Lessee shall within two (2) months after the termination of this concession remove from the Center all its personal property, goods, chattels and effects, and on failure so to do, the Lessee hereby authorizes the City to consider said property, goods, chattels and effects to be abandoned by the said Lessee, and authorizes the said City to dispose of the said property in any manner whatsoever, without incurring any liability therefor.

(18) The Lessee agrees that no representation as to the condition of the premises has been made by said City, and that the Lessee has made a thorough inspection of said premises, and relies wholly on said inspection, and agrees to accept them in the condition existing on the date hereof. The Lessee further agrees to keep the premises in good repair and safe condition at its own cost and expense, and at the expiration or other termination of this concession, to return them to the City in as good condition as when received, reasonable wear and tear and damages by the elements excepted.

(19) All repairs, improvements, alterations, installations and major construction shall be subject to approval by and satisfactory to the City, and all improvements to the premises of a permanent nature shall revert to the City at the termination hereof.

(20) The Lessee shall furnish, install and maintain fire extinguishers of any approved type and of capacity sufficient to amply protect the structures now on said leased premises and to maintain all fire extinguishers, apparatus and appliances, upon said premises, at all times, in good order and ready for immediate use and shall instruct all its employees in the proper use of such apparatus and appliances, so that they are prepared to use the same properly.

(21) In the event the Lessee shall fail, refuse and/or neglect to operate said concessions, or any concession, during the time hereinabove specified, or shall vacate said premises for a consecutive period of fifteen (15) days, the City may peremptorily terminate this agreement on the giving of notice as herein provided. Lessee agrees that in the event of destruction of said roller coaster, either partially or wholly by fire or otherwise, it may, at its option, commence reconstruction of the same within ten (10) days from date of such destruction or damage, and shall diligently reconstruct the same to its original condition as soon thereafter as practicable otherwise this concession will terminate, and all rights and privileges hereunder shall cease. All mechanical or minor defects shall be promptly repaired and replaced.

(22) The Lessee shall not use or permit the storage on these premises, of any illuminating oils, candles, oil lamps, turpentine, benzine, naphtha, or other similar substances or explosives of any kind, or any substance or thing prohibited in the standard policies of fire insurance companies in the State of California.

(23) The Lessee shall at all times maintain the premises covered by this concession in a perfectly clean and sanitary condition, and shall cleanse, fumigate, disinfect and deodorize the same whenever directed to do so by the City.

(24) The Lessee hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the electrical apparatus or wires furnished for the premises hereby granted, or by reason of any loss or impairment of light or current which may occur from time to time from any cause, or for any loss or damage sustained by the Lessee resulting from fire, water, tornado, civil commotion or riots; and the Lessee hereby releases and discharges the said City and its officers and agents from any and all demands, claims, actions and causes aforesaid, or in any manner whatsoever.

(25) The Lessee hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any interference by any public agency or official, in the operation of this concession. Any such interference shall not relieve the

Lessee from any obligations hereunder.

(26) The Lessee assumes all risk in the operation of this concession, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, and hereby covenants and agrees to indemnify and hold harmless the City from the violation of any law, ordinance, rule or regulation affecting or relating to the operation of this concession, and from any and all claims, suits, losses, damage or injury to person or property of whatsoever kind and nature, whether direct or indirect, arising out of the operation of this concession, or the carelessness, negligence, or improper conduct of the Lessee, or any occupant, servant, agent or employee; and shall reimburse the City and/or its officers and agents and/or the City for all expenses, costs or judgments arising therefrom.

(27) The Lessee shall at its own cost and expense, take out and maintain such insurance for the term of this concession as will protect it from claims under the Workmen's Compensation Acts; and shall also take out such public liability insurance as will protect the Lessee and the City from any claims for damages for personal injuries, including death, which may arise from the operations under this concession. Such insurance shall be with companies permitted to do business in the State of California and all policies shall be delivered to the City prior to the Lessee's entry into possession of said premises, and shall be subject to the approval of the City as to Surety, adequacy, and form of protection. All liability policies shall provide limits of fifty thousand dollars (\$50,000.00) for one person and three hundred thousand dollars (\$300,000.00) for more than one person injured or killed in any one accident, and shall have endorsed thereon, the City's approved form of "Save Harmless" clause. Upon the failure of the Lessee to furnish and deliver such insurance as above provided, this concession may at the election of the City, be forthwith declared terminated, and any and all payments made by the Lessee on account of the concession shall thereupon be retained by the City as liquidated damages because of the Lessee being prevented from operating this concession.

(28) It is understood and agreed by and between the parties hereto that should the Lessee herein become insolvent or make an assignment for the benefit of creditors or be declared a bankrupt, or in any manner lose control over the management of said concessions then and in that event, the City is hereby authorized and empowered to declare this lease null and void and take possession of the leased premises.

(29) The City shall have a lien on all personal property of the Lessee which may be on the premises, as security for the payment of all unpaid rentals or fees, with the right to take possession of and retain the same until all payments herein provided for are made.

No personal property of the Lessee used in connection with the operation of said concession may be removed from said Center except by written permission of the City. In the event the payments provided for in this agreement are not made, then the City may enforce its lien in the manner as provided by the laws of the State of California. The Lessee, however, will be held liable for any deficiency remaining between the proceeds realized upon the sale of said property and the amount due the City on account of this agreement.

(30) It is understood and agreed that this lease may be cancelled by the City of San Diego by giving the Lessee one (1) year's notice of cancellation, that the City desires to take over and operate the Amusement Center, or use it for the purpose of making any major improvement in the area.

(31) It is understood and agreed that the Lessee shall have the option to renew this lease at its termination for a period of five (5) years - the terms of the new lease to be agreed upon at that time.

(32) It is further understood and agreed that the Lessee will give the City at least ninety (90) days written notice of its intention to avail itself of the option set forth in the preceding paragraph.

(33) Nothing herein contained shall create or be construed as creating a co-partnership between the City and the Lessee, or to constitute the Lessee an agent of the City.

(34) All notices and orders given the Lessee may be served by mailing the same to the Lessee at the address hereinafter set forth, or by leaving a copy thereof at the place of business of the Lessee in the Center with any person then in charge of the same.

(35) It is understood and agreed that compliance with the above covenants and conditions is a special consideration and inducement for the granting of this concession.

(36) Anything hereinbefore the contrary notwithstanding, it is expressly understood and agreed, that upon the breach by the Lessee, or by any person or occupant of the premises for the time being, of any of the terms, covenants or conditions of this concession, the City shall have the right to enter the premises either by force or otherwise and take full possession thereof, and close the premises for such time as it may deem proper, or at the City's option and without previous notice to the Lessee, cancel and terminate this concession and privilege and remove therefrom the property and effects of the Lessee, and with or without legal process expel, oust and remove all parties who may be upon or occupy any part of the premises, and all goods and chattels that may be thereon or therein contained, without being liable to prosecution, damage or damages therefor, or for any damage or damages to, or chattels, belonging to any party upon or occupying said premises, or any part thereof, from any cause whatsoever, by reason of such removal or ousting, and the Lessee expressly waives any and all claims for damages and loss against the City, its officers and agents, for or on account of any act done or caused to be done in exercising this right.

(36) It is expressly understood and agreed by and between the parties hereto that the City, and its officers and agents are acting in a representative capacity and not for their own benefit, and that neither the Lessee, nor any occupant, shall have any claim against the, or either of them, as individuals in any event whatsoever.

(37) The Lessee agrees to make a maximum charge of twenty-five cents (25¢) per ticket for rides upon the Roller Coaster and said sum of twenty-five cents (25¢) shall include all federal, state and city taxes.

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be executed by its City Manager, acting under and pursuant to a resolution authorizing such execution, and the said Lessee has caused this agreement to be executed, and the said Lessee has caused this agreement to be executed, and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By F. A. RHODES, City Manager

MISSION BEACH COASTER COMPANY

By F. TUDOR SCRIPPS, JR.

President

By NELLIE DELIN

Secretary

(SEAL)

I HEREBY APPROVE the form and legality of the foregoing Lease Agreement this 7th day of August, 1947.

J. F. DuPAUL, 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 Agreement - Mission Beach Coaster Co., operate Roller Coaster at Mission Beach; being Document No. 375433.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Willig Deputy

Supplement to Cooperative Agreement No. A5fs-9529 between the City of San Diego and the Cleveland National Forest, executed by both parties under date of July 13, 1945.

WHEREAS it is mutually agreed by both parties to this agreement that the opening of Barrett Reservoir to public use greatly increases the fire problems in that area, and WHEREAS the existing agreement provides that upon mutual agreement in writing the amount to be paid by the City under this agreement may be modified to meet varying protection needs.

NOW, therefore the City of San Diego agrees to increase the amount to be paid for the period July 1, 1947 to June 30, 1948, by Twelve Hundred Sixty Dollars (\$1260.00) making a total annual payment of Thirty-two Hundred Forty Dollars (\$3240.00), payments to be made at rate of Five Hundred Forty Dollars (\$540.00) per month. The additional amount will be used for the salary and expense of a patrolman at Barrett Reservoir.

The existing agreement is not otherwise amended.

In Witness Whereof the parties hereto have executed this amendment the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager
CLEVELAND NATIONAL FOREST
By HAMILTON K. PYLES
Forest Supervisor

I hereby approve the form of the foregoing Supplement to Co-Operative Agreement, this 21st day of July, 1947.

J. F. DuPAUL
City Attorney of
The City of San Diego
By SHELLEY J. HIGGINS
Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Supplement to Cooperative Agreement with the Cleveland National Forest relative to fire patrolman at Barrett Reservoir; being Document No. 375539.

FRED W. SICK
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 seventh day of August, 1947; 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, 1947 and ending June 30, 1948; 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, 1947 and ending June 30, 1948; at a total compensation of Fifteen Hundred Dollars (\$1,500.00), payable in four equal quarterly payments, the first quarterly payment of Three Hundred Seventy-five Dollars (\$375.00), to be made September 30, 1947.

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 said 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 hereunto subscribed his name the day and year first hereinabove written.

BOARD OF ADMINISTRATION OF
CITY EMPLOYEES' RETIREMENT SYSTEM
By C. F. ATKINSON
President

ATTEST:

FRED W. SICK
Secretary

GEO. B. BUCK
Party of the
Second Part

I HEREBY APPROVE the form of the foregoing Agreement this 17th day of June, 1947.

J. F. DuPAUL, 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 Agreement between Board of Administration of City Employees' Retirement System and George B. Buck as consulting actuary; being Document No. 375543.

FRED W. SICK
City Clerk of The City of San Diego, California

G.B.B.

G.B.B.

G.B.B.

By Helen M. Willig Deputy

Bond No. 150776

KNOW ALL MEN BY THESE PRESENTS, That LONG BEACH LIBRARY BINDING CO., a co-partnership, as Principal and THE TRAVELERS INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Eighteen hundred Dollars (\$1800.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 30th day of July, 1947.

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 bind all books, magazines, music and newspapers for the San Diego Public Library for the period of one year commencing on the 1st day of July, 1947, and ending on the 30th day of June, 1948; in accordance with the plans and specifications, referred to in said contract, and for the contract price therein set forth.

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

ATTEST:
DONALD McSWAIN

By A. W. RAFFERTY, JR., Principal
Co-Partner
THE TRAVELERS INDEMNITY COMPANY (SEAL)
Surety
By ROBERT F. ECHLIN,
Robert F. Echlin, Attorney-in-Fact

The premium charge for this bond is \$37.50.

I hereby approve the form of the within Bond, this 11th day of August, 1947.

J. F. DuPAUL, City Attorney
By J. H. MCKINNEY
Deputy City Attorney

I hereby approve the foregoing bond this 11th day of Aug., 1947

F. A. RHODES, City Manager

STATE OF California }
COUNTY OF Los Angeles } ss.

On this 30th day of July, 1947, before me personally came Robert F. Echlin to me known, who being by me duly sworn, did depose and say: that he is Attorney(s)-in-Fact of THE TRAVELERS INDEMNITY COMPANY, the Corporation described in and which executed the foregoing instrument; that he know(s) the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority granted to him in accordance with the By-Laws of the said Corporation, and that he signed his name thereto by like authority.

(SEAL)

MARGUERITE STEVENS
Marguerite Stevens
Notary Public in and

My Commission Expires June 2, 1951 for the County of Los Angeles,
State of California

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 30th day of July, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part and hereinafter sometimes designated as the City, and LONG BEACH LIBRARY BINDING CO., a co-partnership, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to commercially bind all books, magazines, music and newspapers for the San Diego Public Library, from time to time as ordered or required by the City, during the period of one year commencing on the 1st day of July, 1947, and ending on the 30th day of June, 1948; all in accordance with the specifications therefor contained in Document No. 373757, on file in the office of the City Clerk of said City; which said specifications are by reference thereto incorporated herein and made a part of this contract the same as if herein set forth in full.

Said contractor agrees to do all of said binding at and for the following prices, to-wit:
BOOKS, Buckram, Fabrikoid and Picture Covers: 8-inch, \$1.05; 9-inch, \$1.25; 10-inch, \$1.40; 12-inch, \$1.50; 14-inch, \$2.00; 15-inch, \$2.50.
MAGAZINES, Buckram, Standard A.L.A. lettering: 10-inch, \$2.75; 12-inch, \$3.00; 14-inch, \$3.25; 15-inch, \$4.00.

MUSIC, Buckram: 10-inch, \$2.75; 12-inch, \$3.00; 14-inch, \$3.50; 15-inch, \$4.00.

NEWSPAPERS:

3/4 Duck, cloth sides, not over 1/2 inch thick,	\$ 9.50
3/4 Duck, cloth sides, not over 1 inch thick,	10.00
3/4 Duck, cloth sides, not over 1-1/2 inch thick,	10.50
3/4 Duck, cloth sides, not over 2 inches thick,	11.00

STOW-A-WAY BINDING (For storage):

10-inch, \$2.50; 12-inch, \$2.75; 14-inch, \$3.25;
15-inch, \$4.00.

Said prices do not include California State Sales Tax on material furnished.

Said City, in consideration of the binding of said books, magazines, music and newspapers by said contractor, according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said work by said City, will pay said contractor for said binding, at the rates hereinabove set forth, which said prices do not include California State Sales Tax on material furnished.

Payments will be made monthly for books, magazines, music and newspapers bound, in accordance with purchase orders and delivery.

Said contractor hereby agrees that it will be bound by each and every part of this contract and the specifications referred to herein, and cause to be bound and delivered to said City all of the books, magazines, music and newspapers as herein specified.

No interest in this agreement shall be transferred by the contractor to any other party,

and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 85419 of the Council authorizing such execution, and by the contractor the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager
LONG BEACH LIBRARY BINDING CO.,
By A. W. RAFFERTY, JR.

I hereby approve the form and legality of the foregoing contract this 11th day of August, 1947.

J. F. DuPAUL, 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 Long Beach Library Binding Co. for binding books, magazines, etc., for San Diego Public Library; being Document No. 375545.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Willey Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into this 6th day of August, 1947, 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 SAM W. HAMILL, hereinafter sometimes referred to as the "Architect," WITNESSETH:

WHEREAS, the Owner intends to remodel an existing building formerly called the "State Building," located in Balboa Park, City of San Diego, San Diego County, California;

NOW, THEREFORE, the Owner and the Architect, for the considerations hereinafter named, agree as follows:

1. The Owner agrees to employ, and does hereby employ, the Architect to perform the services mentioned and agrees to pay therefor the rates and amounts hereinafter specified; and the Architect hereby accepts said employment and agrees to perform said services for the stipulated compensation under the terms and conditions hereinafter mentioned.

2. THE ARCHITECT'S SERVICES: The Architect's professional services shall consist of necessary conferences; preparation of preliminary studies; working drawings; specifications; large scale and full size detail drawings; cost estimate; and, if the remodeling work is constructed, supervision of construction and the general administration of the business and supervision of the above mentioned work until it is completed and accepted by the Owner; giving the building such time and attention as may be necessary to ascertain if the same is being erected in accordance with the plans and specifications. Such supervision shall be in person or by competent representative, provided that the Owner, through its City Manager, may require the Architect's personal supervision of the construction.

3. CONFORMITY TO LEGAL REQUIREMENTS: The Architect shall cause all drawings and specifications to conform to all requirements of law, local and State, and to all requirements of all bodies formed under local or State law whose approval of the drawings and specifications must be obtained and shall cause the necessary copies of such drawings and specifications to be filed with these bodies for approval where so required.

5. PRELIMINARY ESTIMATES: The Architect shall make or procure preliminary estimates on the cost of the work and its several parts, and he shall endeavor to keep the actual cost of the work as low as may be consistent with the purpose of the building and with proper workmanship and material, but no estimate can be regarded as other than an approximation.

6. ASSOCIATED ARCHITECTS: The Architect shall have the option, with the consent of the Owner, to associate with him, and at his expense, other architects to render services in connection with said building and to delegate to them such duties as he may delegate without relieving himself from administrative or other responsibility under this agreement.

7. THE ARCHITECT'S FEE: The fee payable by the Owner to the Architect for the preparation of the plans, specifications, and cost estimate shall be 5% of the estimated cost of remodeling the building exclusive of the cost of seats and stage equipment.

The fee payable by the Owner to the Architect for supervision of the construction work shall be 2% of the cost of remodeling the building exclusive of the cost of seats and stage equipment.

8. PAYMENTS: Payments of the fee shall be made as follows:

- (a) Two percent of the estimated cost of remodeling the building upon the completion and acceptance of preliminary drawings;
- (b) Three percent of the estimated cost of remodeling the building upon the completion and acceptance of working drawings, specifications and the cost estimate;
- (c) Ninety (90) days after acceptance of the completed plans and specifications, the Architect shall be paid a sum which, when added to all previous payments made to the Architect hereunder, shall bring the total of such payments up to six per cent of the cost of remodeling the building (exclusive of the cost of the Architect's services and of the cost of seats and stage equipment). If bids for the work of remodeling of said building are called for and received within said 90 days, the Architect's fee shall be computed upon the lowest bid received by the Owner; or, if any of said bids be accepted by the Owner, and the contract for said remodeling be awarded to such bidder, then the fee shall be computed upon the amount of the bid so

accepted. If bids are not called for and received within 90 days after acceptance of the completed plans and specifications, then the Architect's fee shall be computed upon the said estimated cost of such remodeling.

In the event the Owner and the Architect cannot agree on the correctness of the cost estimate, the Owner shall appoint one arbiter, the Architect shall appoint one arbiter, and the two arbiters shall appoint a third arbiter; in the event that the two arbiters are unable to agree upon the appointment of the third arbiter, then the third arbiter shall be appointed by the judge of the Presiding Department of the Superior Court of the State of California in and for the County of San Diego. The arbiters shall report their decision in writing, and the decision of a majority of the arbiters shall be final. The arbiters shall be paid a reasonable fee for their services, and the cost of such arbitration shall be borne equally by the owner and the Architect.

- (d) Upon completion of actual construction and acceptance of the work of such remodeling by the Owner, the Architect shall be paid the 2% fee for his supervision of the construction work. This 2% shall be computed upon the actual cost of such remodeling (exclusive of the cost of seats and stage equipment and of the cost of the Architect's services).

The Architect shall select and employ, at his own expense, and subject to the approval of the Owner, such engineers and other experts as may be necessary for the proper execution of his, the Architect's, work and shall keep the Owner informed of all such engagements of consultants or engineers.

No deductions shall be made in computing the Architect's fee on account of penalty, liquidated damages, or any sum, if any, withheld from payments to contractors.

The Architect shall furnish the Owner ten (10) sets of blueprints and specifications. Any additional sets shall be paid for by the Owner.

9. **SUSPENSION OR ABANDONMENT OF THE WORK:** Should the execution of any work designed or specified by the Architect, or any part of such work, be abandoned or suspended for more than 90 days by the Owner, the Architect shall be paid in accordance with the terms of Paragraph 8 of this agreement for all services rendered up to the time of such abandonment or suspension. In the event the work is abandoned before the working drawings and specifications have been approved by the Owner, the amount due to the Architect shall be computed on the basis of the degree of completion of the working drawings and specifications. All such payments shall accrue and become due within thirty (30) days after such abandonment or suspension. The Architect shall supply the Owner with ten (10) sets of working drawings and specifications of said building, completed by the Architect, before the Architect may receive payment under the terms of this paragraph.

10. **INSPECTION:** The Owner shall have the option to appoint an inspector, either at its own discretion or in accordance with any requirement of State Law, at its own cost; and said inspector, when so appointed, may also serve as superintendent of construction. Said inspector shall report from time to time to the City Manager of said Owner as to the progress of said construction, and shall also consult with said Architect as to any problems of construction he may find in connection therewith.

11. **CHANGE ORDERS:** The Architect shall advise the Owner, in writing, of any material change, or changes, necessary in the plans and specifications of said building and shall order the contractors to make such changes only after they have been approved by the Owner in writing. The Architect may order, on his own responsibility and pending the Owner's approval, changes necessary at the time to meet construction emergencies, after first securing written approval of the City Manager, or, in his absence, of the Assistant City Manager.

12. **OWNERSHIP OF DOCUMENTS:** Drawings and specifications supplied as herein required are the property of the Owner, whether the work for which they are made be executed or not. The Architect shall furnish to the Owner on completion of each drawing and set of specifications a full, true and correct copy or blueprint of said drawings and specifications. At the conclusion of the work one set of drawings and specifications shall be corrected to agree with and embody all material changes made during the constructions.

13. **OWNERS DECISIONS:** The Owner shall give thorough consideration to all sketches, drawings, specifications, proposals, contracts, and other documents laid before it by the Architect at any meeting regularly held; whenever prompt action is necessary said Owner shall inform the Architect of its decision promptly, so that the work of the Architect shall not be delayed, and so that the Architect will not be prevented from giving drawings or instructions to contractors promptly.

14. **SURVEYS, BORINGS, AND TESTS:** The Owner shall, upon request, furnish the Architect with complete and accurate surveys of the building site, giving the grades and lines of streets, pavements, and adjoining properties; the rights, restrictions, easements, boundaries, contours, locations of trees, and full information as to sewer, water, gas, and electrical service. The Owner is to pay for borings or test pits, if necessary, and for chemical, mechanical, or other tests when required.

15. **SUCCESSORS AND ASSIGNS:** All the terms, conditions and provisions hereof shall inure to and shall bind the parties hereto, their, and each of their, respective heirs, executors, administrators, successors and assigns.

The Architect shall have the right to join with him in the performance of this agreement, any qualified person or persons acceptable to the Owner with whom he may in good faith enter into general partnership or similar relations, but this shall not relieve the Architect of any duty, responsibility or liability hereunder.

Except as above, the Architect shall not assign, sublet or transfer his interest in this agreement without the written consent of the Owner.

16. In consideration of the premises, the Architect agrees that he shall at once proceed with the preparation of the work to be performed by him upon receipt from the Owner of the necessary date, and shall complete the same within a year of the date of execution of this agreement.

Should the Owner let out said work under the "segregated bid" plan the Architect shall be bound to perform all architectural services in connection with said work, including supervision, at and for the compensation herein provided.

17. It is mutually agreed that in no case unauthorized by the Charter of The City of San Diego and/or the General Laws of the State of California shall said City or any depart-

ment, board or officer thereof be liable for any portion of the contract price.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego by and through its City Manager, under and pursuant to a resolution of its Council No. 86577, adopted on the 29th day of July, 1947, and second party has hereunto affixed his name the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
Party of the First Part,
By F. A. RHODES
City Manager
SAM W. HAMILL
Party of the Second Part

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Sam W. Hamill for services as architect on the State Building in Balboa Park, being Document No. 376550.

FRED W. SICK
City Clerk of The City of San Diego, California

By *Helen M. Wilby* Deputy

LE A S E

THIS INDENTURE OF LEASE, made and entered into this 7 day of Aug., 1947, 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 STANDARD OIL COMPANY OF CALIFORNIA, a corporation, hereinafter sometimes designated as the Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and lease unto the Standard Oil Company of California, a corporation, lessee as aforesaid, upon the terms and conditions and for the purposes and uses hereinafter recited, and the lessee hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, the lands bordering and extending into the Bay of San Diego, and being a portion of those lands conveyed to The City of San Diego by the State of California under the provisions of that certain Act of the Legislature of the State of California, entitled, "An Act conveying certain tidelands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911, and as subsequently amended, particularly described as follows, to-wit:

Beginning at the point of intersection of the northwesterly line of Pacific Highway, as said Pacific Highway was dedicated as and for a public highway by Resolution No. 225 by the Harbor Commission of The City of San Diego, California, with the northeasterly line of Harbor Drive, as said Harbor Drive was dedicated as and for a public highway by Resolution No. 227, by the said Harbor Commission; thence north 89° 55' 48" west along the northeasterly line of said Harbor Drive a distance of 12 feet to the true point of beginning; thence in a general northwesterly direction following along the northeasterly line of said Harbor Drive, first a distance of 39.04 feet to the point of beginning of a curve concave to the northeast having a radius of 240 feet; thence northwesterly along the arc of said curve an arc distance of 292.90 feet to the curve's point of ending; thence tangent to said curve, north 20° 01' 18" west a distance of 216.33 feet to the point of beginning of a curve concave to the southeast, having a radius of 20 feet; thence northeasterly along the arc of said curve an arc distance of 38.41 feet to the curve's point of ending, said point being on the northwesterly prolongation of the southwesterly line Market Street; thence south 89° 58' 48" east along the said prolongation of the southwesterly line of Market Street a distance of 304.34 feet to the point of beginning of a curve concave to the southwest, having a radius of 20 feet; thence southeasterly along the arc of said curve an arc distance of 14.54 feet to a point, said point being 142 feet northwesterly from the southeasterly line of said Pacific Highway; thence southwesterly on a line parallel to and distant 142 feet northwesterly from the southeasterly line of said Pacific Highway a distance of 382.83 feet, more or less, to the true point or place of beginning; containing 99,520 square feet of tideland area.

The said lands hereinabove described being shown on the map or plat designated as Drawing No. 197-B, dated August, 1946, attached hereto, marked "Exhibit A," and made a part hereof.

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said lessee for the period of five (5) years, beginning on the 1st day of September, 1947, and ending on the 31st day of Aug., 1952, unless sooner terminated as herein provided, upon the rentals hereinafter specified; with an option on the part of the lessee to extend this lease at the end of the first term for another five-year period; and at the end of the second term to extend the same for another five-year period; and at the end of the third term to extend the same for another five-year period; and at the end of the fourth term to extend the same for another five-year period.

Such option shall be exercised by notice in writing on the part of the lessee, filed with the Clerk of The City of San Diego at least ninety (90) days prior to the end of the term of this lease, or any extension thereof. Thereupon this lease shall continue in full force and effect in accordance with all of the provisions hereof. The rentals to be paid by lessee are as follows:

A sum of money equal to seven per cent (7%) of the total gross receipts from the sale of gasoline, oil and all other merchandise; seven per cent (7%) of the total gross receipts derived from service sales; and forty per cent (40%) of the total gross receipts derived from parking; PROVIDED, however, that the "gross receipts" shall not include Federal, State or City taxes; AND PROVIDED, FURTHER, that the minimum rental to be paid hereunder shall be seven hundred fifty dollars (\$750.00) per month; said rentals to be paid as follows:

Seven hundred fifty dollars (\$750.00), payable in advance on the first day of each and every month during the term of this lease. The balance of said rentals, based upon the percentages hereinabove set forth, shall be payable monthly on the 15th day of each and every month during the term of this lease.

In this connection the lessee hereby covenants and agrees that it will at all times during the life of this lease keep true, accurate and complete records of all sales made by it at the leased premises, and that not later than the 15th day of each month during the life of this lease it will render a statement to the City showing all sales made by it on said leased premises during the preceding month, together with the amount payable to the City, as hereinabove provided, and will accompany the same with a remittance of the amount

so shown to be due; provided, however, that the City shall, through its duly authorized agents or representatives, have the right at any and all reasonable times to examine and audit said records for the purpose of determining the accuracy thereof, and of the monthly statements of sales hereinabove required to be made.

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 adopted.

If at any time during the term of this lease the tenancy hereunder shall interfere with the use of any of the tidelands of San Diego Bay lying bayward of the bulkhead line as now established for navigation, commerce and the fisheries, or in any manner become inconsistent with the trust under which the said tidelands are held from the State of California, the City shall have the right to terminate this lease upon one year's notice and the payment to the lessee of reasonable compensation, which shall be based upon and limited to compensation for the actual value at the time of the termination of this lease of such buildings, structures and physical improvements placed upon the demised premises by the lessee as are authorized or permitted under the terms of this lease, but shall not be held to include or require compensation to be paid in any amount to the lessee for any damage to or interference with the loss of business or franchise occasioned by any such termination.

In addition to the foregoing provisions, it is hereby agreed by the parties to this lease that the same is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That the demised premises shall be used for the purpose of conducting and maintaining thereon an auto park and service station, including the business of selling gasoline, oil and tires, and/or any other business in connection with the conduct and maintenance of an auto park and service station not inconsistent with the laws under which the leased land is held by the City. The lessee shall have the right to construct such buildings as may be necessary or convenient for conducting and carrying on the above-described business.

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

(3) That upon the expiration of the term of this lease, or upon the sooner termination thereof, except upon a termination for a cause entitling the lessee to be paid compensation for its buildings, structures and physical improvements placed upon the demised premises, as hereinabove provided, and which compensation shall have been paid to the lessee, the lessee shall have the right and shall be required to remove from said premises such buildings, structures, appliances and appurtenances as may have been constructed by it on said premises.

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

(5) 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 right or claim 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.

(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 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 City requiring the lessee to comply with the provisions of this lease in any and all respects where-in 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 said lessee shall thereupon forthwith remove from said premises and shall have no further right or claim thereto, and 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.

THE CITY OF SAN DIEGO
Lessor

EMIL KLICKA
A. BORTHWICK
Members of the Harbor Commission
of The City of San Diego.
STANDARD OIL COMPANY OF CALIFORNIA,
By W. G. WATSON
Attorney-in-Fact

I hereby approve the form of the foregoing Lease, this 7th day of August, 1947.

J. F. DuPAUL, City Attorney
By B. L. COMPARET,
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Tidelands Lease - Standard Oil Co.; being Document No. 375592.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Willy Deputy

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 31st day of July, 1947, 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 W. H. THYGESON, hereinafter sometimes designated as the Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and lease unto W. H. Thygeson, lessee as aforesaid, upon the terms and conditions and for the purposes and uses hereinafter recited, and the lessee hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, the lands bordering and extending into the Bay of San Diego, and being a portion of those lands conveyed to The City of San Diego by the State of California under the provisions of that certain Act of the Legislature of the State of California, entitled, "An Act conveying certain tidelands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911, and as subsequently amended, particularly described as follows, to-wit:

Beginning at Government Station No. 300 on the U. S. Bulkhead Line, as said Bulkhead Line is now established for the Bay of San Diego, said Station No. 300 being the most westerly corner of that tideland area transferred to the U. S. Government and now known as U. S. Naval Station; thence following along the westerly boundary of said transferred area, first due east a distance of 85.51 feet to a corner point; thence north $0^{\circ} 32' 40''$ west along the westerly line of said transferred area and its northwesterly prolongation a distance of 1059.45 feet to the true point or place of beginning; thence continuing north $0^{\circ} 32' 40''$ west a distance of 135.85 feet to a point on a curve concave to the southwest having a radius of 2540 feet, the center of which bears south $22^{\circ} 48' 01''$ west; thence southeasterly along the arc of said curve an arc distance of 309.17 feet to a point which bears from the center of said curve north $29^{\circ} 48' 28''$ east; thence leaving said curve due west a distance of 275.73 feet, more or less, to the true point or place of beginning; containing 19,830 square feet of tideland area.

The said lands hereinbefore described being shown on the map or plat designated as Drawing No. 210-B, dated April 30, 1947, attached hereto, marked "Exhibit A," and made a part hereof.

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said lessee for the period of twenty-five (25) years, beginning on the 1 day of Aug., 1947, and ending on the 31 day of July, 1972, unless sooner terminated as herein provided, at the following rentals:

For the first five-year period of said term, a sum of money equal to seven per cent (7%) of the total gross receipts derived from the business maintained upon said premises, including the sale of gasoline, lubricating oils, lubrications, car washing, automotive accessories, and all other merchandise and all other services, OR three cents (3¢) per square foot per year, whichever amount is greater;

For the second five-year period of said term, a sum of money equal to seven per cent (7%) of the total gross receipts derived from the business maintained upon said premises, including the sale of gasoline, lubricating oils, lubrications, car washing, automotive accessories, and all other merchandise and all other services, OR four cents (4¢) per square foot per year, whichever amount is greater;

For the third five-year period of said term, a sum of money equal to seven per cent (7%) of the total gross receipts derived from the business maintained upon said premises, including the sale of gasoline, lubricating oils, lubrications, car washing, automotive accessories, and all other merchandise and all other services, OR five cents (5¢) per square foot per year, whichever amount is greater;

For the fourth five-year period of said term, a sum of money equal to seven per cent (7%) of the total gross receipts derived from the business maintained upon said premises, including the sale of gasoline, lubricating oils, lubrications, car washing, automotive accessories, and all other merchandise and all other services, OR six cents (6¢) per square foot per year, whichever amount is greater;

For the fifth and last five-year period of said term, a sum of money equal to seven per cent (7%) of the total gross receipts derived from the business maintained upon said premises, including the sale of gasoline, lubricating oils, lubrications, car washing, automotive accessories, and all other merchandise and all other services, OR seven cents (7¢) per square foot per year, whichever amount is greater.

The term "gross receipts" shall not include Federal, State or City taxes.

In this connection the lessee hereby covenants and agrees that he will at all times during the life of this lease keep true, accurate and complete records of all sales made by him at the leased premises, and that not later than the 10th day of each month during the life of this lease he will render a statement to the City showing all sales made by him on said leased premises during the preceding month, together with the amount payable to the City, as hereinabove provided; and will accompany the same with a remittance of the amount so shown to be due; provided, however, that the City shall, through its duly authorized agents or representatives, have the right at any and all reasonable times to examine and audit said records for the purpose of determining the accuracy thereof, and of the monthly statements of sales hereinabove required to be made.

Neither the whole or 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 adopted.

If at any time during the term of this lease the tenancy hereunder shall interfere with the use of any of the tidelands of San Diego Bay lying bayward of the bulkhead line as now established for navigation, commerce and the fisheries, or in any manner become inconsistent with the trust under which the said tidelands are held from the State of California, the City, shall have the right to terminate this lease upon one year's notice and the payment to the lessee of reasonable compensation, which shall be based upon and limited to compensation for the actual value at the time of the termination of this lease of such buildings, structures and physical improvements placed upon the demised premises by the lessee as are authorized or permitted under the terms of this lease, but shall not be held to include or require compensation to be paid in any amount to the lessee for any damage to or interference with the loss of business or franchise occasioned by any such termination.

In addition to the foregoing provisions, it is hereby agreed by the parties to this lease that the same is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That the demised premises shall be used for the purpose of conducting and maintaining thereon an automobile service station and automobile repair shop, including the business of selling oil, gasoline, automotive accessories and miscellaneous items, and/or any other business in connection with the conduct and maintenance of an automobile service station not inconsistent with the laws under which the leased land is held by the City. The lessee shall have the right to construct such buildings as may be necessary or convenient for conducting and carrying on the above-described business.

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

(3) That upon the expiration of the term of this lease, or upon the sooner termination thereof, except upon a termination for a cause entitling the lessee to be paid compensation for his buildings, structures and physical improvements placed upon the demised premises, as hereinabove provided, and which compensation shall have been paid to the lessee, the lessee shall have the right and shall be required to remove from said premises such buildings, structures, appliances and appurtenances as may have been constructed by him on said premises.

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

(5) That the 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 his own cost and expense, and without any right or claim 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) 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 by him under this lease undertaken, and shall persist in any such failure or refusal for a period of thirty days after receiving notice from the City requiring the lessee 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 said lessee shall thereupon forthwith remove from said premises and shall have no further right or claim thereto, and 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 reservations 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. This instrument is executed in duplicate, both of which shall be deemed originals.

THE CITY OF SAN DIEGO
Lessor.

By EMIL KLICKA
A. BORTHWICK
Members of the Harbor Commission
of The City of San Diego
W. H. THYGESON
Lessee.

I hereby approve the form of the foregoing Lease, this 31st day of July, 1947.

J. F. DuPAUL, City Attorney
By SHELLEY J. HIGGINS
Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Tidelands Lease - W. H. Thygeson; being Document No. 375593.

FRED W. SICK
City Clerk of The City of San Diego, California

By *Helen M. Wilby* Deputy

LEASE

THIS INDENTURE OF LEASE, made and entered into this 31 day of July, 1947, 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 SCHOOL OF AERONAUTICS, a corporation, hereinafter sometimes designated as the Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and lease unto the Ryan School of Aeronautics, a corporation, lessee as aforesaid, upon the terms and conditions and for the purposes and uses hereinafter recited, and the lessee hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, the lands bordering and extending into the Bay of San Diego, and being a portion of those lands conveyed to The City of San Diego by the State of California under the provisions of that certain Act of the Legislature of the State of California, entitled, "An Act conveying certain tidelands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911, and as subsequently amended, particularly described as follows, to-wit:

Beginning at Engineer's Station 334+68.56 E.C. on the center line of the State of California, Department of Public Works Survey in the City of San Diego Road XI - S. D. - Fdr. - Harbor Drive, which station bears north 45° 55' 14" east 476.19 feet from Government Station 454 on the United States Bulkhead Line, as said bulkhead line is now established for the Bay of San Diego; thence north 7° 27' 30" west a distance of 100 feet to the true point or place

of beginning, said true point being on the northerly line of Harbor Drive, as said Harbor Drive was dedicated as and for a public street by Resolution No. 227 by the Harbor Commission of The City of San Diego, California; thence at right angles south $82^{\circ} 32' 30''$ west a distance of 120.77 feet to a point; thence north $59^{\circ} 47' 20''$ east a distance of 569.87 feet to a point on a curve concave to the southeast, having a radius of 174.50 feet, the center of which bears south $45^{\circ} 19' 40''$ east; thence southwesterly along the arc of said curve an arc distance of 79.83 feet to its point of ending; thence south $18^{\circ} 27' 40''$ west tangent to said curve a distance of 8.32 feet to the point of beginning of a curve concave to the northwest, having a radius of 183.50 feet; thence southwesterly along the arc of said curve an arc distance of 100.80 feet to a point of compound curve, said compound curve being concave to the northwest, having a radius of 50 feet, the center of which bears north $40^{\circ} 03' 55''$ west; thence southwesterly along the arc of said compound curve an arc distance of 37.24 feet to a point of reverse curve, having a radius of 1,500 feet, the center of which bears south $2^{\circ} 36' 38''$ west, said point of reverse curve being on the northerly line of said Harbor Drive an arc distance of 281.18 feet to the true point or place of beginning; containing 32,040 square feet of tidelands area.

The said lands hereinabove described being shown on the map or plat designated as Drawing No. 207-B, dated April 17, 1947, attached hereto, marked "Exhibit A," and made a part hereof.

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said lessee for the period of five (5) years, beginning on the 1st day of Aug., 1947, and ending on the 31 day of July, 1952, unless sooner terminated as herein provided, upon the rentals hereinafter specified; with an option on the part of the lessee to extend this lease at the end of the first term for another five-year period; and at the end of the second term to extend the same for another five-year period; and at the end of the third term to extend the same for another five-year period; and at the end of the fourth term to extend the same for another five-year period.

Such option shall be exercised by notice in writing on the part of the lessee, filed with the Clerk of The City of San Diego at least ninety (90) days prior to the end of the term of this lease, or any extension thereof, Thereupon this lease shall continue in full force and effect in accordance with all of the provisions hereof. The rentals to be paid by lessee are as follows:

A sum of money equal to seven per cent (7%) of the total gross receipts derived from the business maintained upon said premises, including the sale of gasoline, lubricating oils, lubrications, car washing, automotive accessories, and all other merchandise, and all other services, OR one cent (1¢) per square foot per month, whichever amount is greater; PROVIDED, however, that the term "gross receipts" shall not include Federal, State or City taxes.

In this connection the lessee hereby covenants and agrees that it will at all times during the life of this lease keep true, accurate and complete records of all sales made by it at the leased premises, and that not later than the 20th day of each month during the life of this lease it will render a statement to the City showing all sales made by it on said leased premises during the preceding month, together with the amount payable to the City, as hereinabove provided, and will accompany the same with a remittance of the amount so shown to be due; provided, however, that the City shall, through its duly authorized agents or representatives, have the right at any and all reasonable times to examine and audit said records for the purpose of determining the accuracy thereof, and of the monthly statements of sales hereinabove required to be made.

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 adopted.

If at any time during the term of this lease the tenancy hereunder shall interfere with the use of any of the tidelands of San Diego lying bayward of the bulkhead line as now established for navigation, commerce and the fisheries, or in any manner become inconsistent with the trust under which the said tidelands are held from the State of California, the City shall have the right to terminate this lease upon one year's notice and the payment to the lessee of reasonable compensation, which shall be based upon and limited to compensation for the actual value at the time of the termination of this lease of such buildings, structures and physical improvements placed upon the demised premises by the lessee as are authorized or permitted under the terms of this lease, but shall not be held to include or require compensation to be paid in any amount to the lessee for any damage to or interference with the loss of business or franchise occasioned by any such termination.

In addition to the foregoing provisions, it is hereby agreed by the parties to this lease that the same is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That the demised premises shall be used for the purpose of conducting and maintaining thereon an automobile service station, including the business of selling gasoline, oil, automotive accessories and miscellaneous items, and/or any other business in connection with the conduct and maintenance of an automobile service station not inconsistent with the laws under which the leased land is held by the City. The lessee shall have the right to construct such buildings as may be necessary or convenient for conducting and carrying on the above-described business.

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

(3) That upon the expiration of the term of this lease, or upon the sooner termination thereof, except upon a termination for a cause entitling the lessee to be paid compensation for its buildings, structures and physical improvements placed upon the demised premises, as hereinabove provided, and which compensation shall have been paid to the lessee, the lessee shall have the right and shall be required to remove from said premises such buildings, structures, appliances and appurtenances as may have been constructed by it on said premises.

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

(5) 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 right or claim 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) 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, 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 City requiring the lessee 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 said lessee shall thereupon forthwith remove from said premises and shall have no further right or claim thereto, and 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.

THE CITY OF SAN DIEGO
Lessor.

By EMIL KLICKA
A. BORTHWICK
Members of the Harbor Commission
of The City of San Diego.
RYAN SCHOOL OF AERONAUTICS
Lessee.

(SEAL)

ATTEST:

C. A. STILLWAGEN

I hereby approve the form of the foregoing Lease this 31st day of July, 1947.

J. F. DuPAUL, City Attorney

By SHELLY J. HIGGINS
Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Tidelands Lease - Ryan School of Aeronautics; being Document No. 375594.

FRED W. SICK

City Clerk of The City of San Diego, California

By Helen M. Willis Deputy

OPTION TO PURCHASE TAX-DEEDED LANDS

THIS AGREEMENT, made and entered into this 4th day of August, 1947, under and by virtue of the provisions of Division 1, Part 5, Chapter 8, Articles 1, 2 and 3 of the Revenue and Taxation Code of the State of California, as amended, by and between:

THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACTING BY AND THROUGH ITS BOARD OF SUPERVISORS,

and

Party of the First Part,
THE CITY OF SAN DIEGO, a Municipal Corporation in the County of San Diego, State of California,
Party of the Second Part,

WITNESSETH:

WHEREAS, certain lands hereinafter described, situated in the County of San Diego, State of California, and also within the boundaries of The City of San Diego, have been tax-deeded to the State of California for delinquent County and City taxes and/or assessments; and

WHEREAS, said tax deeds include taxes levied by said City, the taxes of which are collected by officers of said County; and

WHEREAS, the Board of Supervisors of the County of San Diego and the City Council of The City of San Diego believe that it is for the best interests, both of the County of San Diego, that said property be sold into private ownership, to the end that said lands be restored to the assessment rolls of the parties hereto, or that said lands shall be devoted to public use by said City; and

WHEREAS, said lands are particularly described as follows:

Property Description

(As appears upon the County assessment roll, together with Certificate No. and date of sale to The State, and Deed No. and date of deed to the State)

Property Description	Sold to State	Cert. No.	Deeded to State	Deed No.
KARRLE ADDITION:				
Lots 12 & 13, Block 2,	5/28/34	45507	7/1/39	859
DOUGHERTY'S SUBDIVISION:				
Lots 8 & 9, Block 498	6/29/36	31946	7/8/41	172

NOW, THEREFORE, pursuant to authority granted by Division 1, Part 5, Chapter 8, Articles 1, 2 and 3 of the Revenue and Taxation Code of the State of California, as amended, said Board of Supervisors hereby gives and grants unto said City of San Diego an option to purchase the above described lands upon the following terms and conditions, to-wit:

1. That said City shall have the right to exercise this option at any time within

three years from the date hereof.

2. That this option is given to said City upon the express condition that, at the time said City exercises the same, it shall have a bona fide purchaser for said property, ready, willing and able to purchase the same, and said City shall, immediately following the exercise of this option, cause the said property to be resold and the title vested as of record in a third party, to the end that said land shall be reestablished on the assessment rolls of the County of San Diego, State of California, or that said property shall be devoted to public use by said City.

3. That this option is given in consideration of the payment by said City to the County of San Diego, by and through the Tax Collector of said County, of the following sums and at the times hereinafter set forth:

Property Description	Down Payment Aug. 4, 1947 (As of date of Execution of Agreement)	2nd Payment Aug. 4, 1948 (Anniversary Date of Agreement)	3rd Payment Aug. 4, 1949 (2nd Anniver- sary Date of Agreement)	Final Payment (Upon Exercise of Option)
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KARLE ADDITION:

Lots 12 & 13, Block 2,	\$2.00 each	\$2.00 each	\$2.00 each	\$10.00 each
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DOUGHERTY'S SUBDIVISION:

Lots 8, Block 498,	1.00	1.00	1.00	3.00
Lots 9, Block 498,	1.00	1.00	1.00	5.00

PROVIDED, HOWEVER, that if said option is exercised prior to the due date of either the second or third payment above specified, such second or third payment, or both as the case may be, shall be cancelled, and shall not in that event be due or owing to said County; provided, further, that no installment payment made, other than the final payment above specified, shall be refunded in the event of redemption of the property, or for any other reason.

4. That said City shall have the right to exercise this option at any time during the term hereof as to any portion of said property which, as of the date of this agreement, has a separate valuation on the assessment roll of said County; provided, further, that said City shall have the right to exercise this option at any time during the term hereof as to any portion of a single lot, parcel or tract of said property, which lot, parcel or tract as of the date of this agreement has a separate valuation on the assessment roll of said County. Upon exercise of said option as to any portion of such separately valued lot, parcel or tract the final payment therefor shall be a sum which bears the same ratio to the final payment set forth in Paragraph 3 herein for the entire lot, parcel or tract from which said segregated portion is taken, as the assessed valuation of said segregated portion, placed thereon by the assessor at the time of segregation, bears to the assessed valuation of said entire lot, parcel or tract as of the date of this agreement. Any such segregation shall be made pursuant to Sections 4151 to 4155, inclusive, Revenue and Taxation Code, except that the sum of the valuations of the segregated portion and the remainder of the said lot, parcel or tract, may be greater but not less than the valuation as of the date of this agreement of the entire lot, parcel or tract.

5. That the price for which said County hereby agrees to sell its tax title to said property to said City shall be the aggregate amount of all payments made by said City pursuant to Paragraph 3 hereof.

6. That this is given to The City of San Diego under the terms and conditions of Division 1, Part 5, Chapter 8 Articles 1, 2 and 3 of the Revenue and Taxation Code of the State of California, as amended, and is intended to be and shall be construed as a statutory agreement designed to carry into effect said provisions of said Code and shall have no effect or force otherwise.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Diego, by resolution duly passed and adopted on the 4th day of August, 1947, has caused this agreement to be executed in quadruplicate, and The City of San Diego has caused this agreement to be executed in quadruplicate, by its City Manager, pursuant to Resolution No. 85597, adopted July 22, 1947, the day and year in this agreement first above written.

THE COUNTY OF SAN DIEGO, STATE
OF CALIFORNIA,

By DeGRAFF AUSTIN
Chairman, Board of Supervisors

(SEAL)

ATTEST:

J. B. McLees, County Clerk
and Ex-officio Clerk of the
Board of Supervisors

By E. SCHWARTZBERG, Deputy

(SEAL) THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager

The undersigned, Sam A. Claggett, Tax Collector of the County of San Diego, State of California, pursuant to Chapter 352, Statutes of 1943, and Chapter 409, Statutes of 1943 (Sec. 3794.2, Revenue and Taxation Code), having duly considered the above and foregoing agreement, and compared the same with the records of the County relating to the real property described therein, and being fully advised in the premises, hereby approves said agreement.

Dated JUL 29 1947.

SAM A. CLAGGETT

Tax Collector of the County of
San Diego, State of California

The undersigned, Thomas H. Kuchel, Controller of the State of California, having duly considered the above and foregoing agreement and being fully advised in the premises, hereby approves said agreement.

Dated August 13th, 1947.

Approved as to form
Dated July 31, 1947

THOMAS H. KUCHEL, Controller of (SEAL)
the State of California
By BERT FOSTER, Deputy

JAMES DON KELLER, District Attorney
in and for the County of San Diego,
State of California.

By CARROLL H. SMITH, Deputy
J. F. DuPAUL, City Attorney
By THOMAS J. FANNING, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Option to Purchase Tax Deeded Lands - Karrle Addition and Dougherty's Subdivision; being

Document No. 375522.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Wilby Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into this 5th day of August, 1947, 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 H. LOUIS BODMER, hereinafter sometimes referred to as the "Architect," WITNESSETH:

WHEREAS, the Owner intends to remodel an existing building formerly called the "Hollywood Building," located in Balboa Park, City of San Diego, San Diego County, California;

NOW, THEREFORE, the Owner and the Architect, for the considerations hereinafter named, agree as follows:

1. The Owner agrees to employ, and does hereby employ, the Architect to perform the services mentioned and agrees to pay therefor the rates and amounts hereinafter specified; and the Architect hereby accepts said employment and agrees to perform said services for the stipulated compensation under the terms and conditions hereinafter mentioned.

2. THE ARCHITECT'S SERVICES: The Architect's professional services shall consist of necessary conferences; preparation of preliminary studies; working drawings; specifications; large scale and full size detail drawings; cost estimate; and, if the remodeling work is constructed, supervision of construction and the general administration of the business and supervision of the above mentioned work until it is completed and accepted by the Owner; giving the building such time and attention as may be necessary to ascertain if the same is being erected in accordance with the plans and specifications. Such supervision shall be in person or by competent representative, provided that the Owner, through its City Manager, may require the Architect's personal supervision of the construction.

3. CONFORMITY TO LEGAL REQUIREMENTS: The Architect shall cause all drawings and specifications to conform to all requirements of law, local and State, and to all requirements of all bodies formed under local or State law whose approval of the drawings and specifications must be obtained and shall cause the necessary copies of such drawings and specifications to be filed with these bodies for approval where so required.

5. PRELIMINARY ESTIMATES: The Architect shall make or procure preliminary estimates on the cost of the work and its several parts, and he shall endeavor to keep the actual cost of the work as low as may be consistent with the purpose of the building and with proper workmanship and material, but no estimate can be regarded as other than an approximation.

5. ASSOCIATED ARCHITECTS: The Architect shall have the option, with the consent of the Owner, to associate with him, and at his expense, other architects to render services in connection with said building and to delegate to them such duties as he may delegate without relieving himself from administrative or other responsibility under this agreement.

7. THE ARCHITECT'S FEE: The fee payable by the Owner to the Architect for the preparation of the plans, specifications, and cost estimate shall be 5% of the estimated cost of remodeling the building exclusive of the cost of seats and stage equipment.

The fee payable by the Owner to the Architect for supervision of the construction work shall be 2% of the cost of remodeling the building exclusive of the cost of seats and stage equipment.

8. PAYMENTS: Payments of the fee shall be made as follows:

- (a) Two percent of the estimated cost of remodeling the building upon the completion and acceptance of preliminary drawings;
- (b) Three percent of the estimated cost of remodeling the building upon the completion and acceptance of working drawings, specifications and the cost estimate;
- (c) Ninety (90) days after acceptance of the completed plans and specifications, the Architect shall be paid a sum which, when added to all previous payments made to the Architect hereunder, shall bring the total of such payments up to six per cent of the cost of remodeling the building (exclusive of the cost of the Architect's services and of the cost of seats and stage equipment). If bids for the work of remodeling of said building are called for and received within said 90 days; the Architect's fee shall be computed upon the lowest bid received by the Owner; or, if any of said bids be accepted by the Owner, and the contract for said remodeling be awarded to such bidder, then the fee shall be computed upon the amount of the bid so accepted. If bids are not called for and received within 90 days after acceptance of the completed plans and specifications, then the Architect's fee shall be computed upon the said estimated cost of such remodeling.

In the event the Owner and the Architect cannot agree on the correctness of the cost estimate, the Owner shall appoint one arbiter, the Architect shall appoint one arbiter, and the two arbiters shall appoint a third arbiter; in the event that the two arbiters are unable to agree upon the appointment of the third arbiter, then the third arbiter shall be appointed by the judge of the Presiding Department of the Superior Court of the State of California in and for the County of San Diego. The arbiters shall report their decision in writing, and the decision of a majority of the arbiters shall be final. The arbiters shall be paid a reasonable fee for their services, and the cost of such arbitration shall be borne equally by the owner and the Architect.

- (d) Upon completion of actual construction and acceptance of the work of such remodeling by the Owner, the Architect shall be paid the 2% fee for his supervision of the construction work. This 2% shall be computed upon the actual cost of such remodeling (exclusive of the cost of seats and stage equipment and of

the cost of the Architect's services).

The Architect shall select and employ, at his own expense, and subject to the approval of the Owner, such engineers and other experts as may be necessary for the proper execution of his, the Architect's, work and shall keep the Owner informed of all such engagements of consultants or engineers.

No deductions shall be made in computing the Architect's fee on account of penalty, liquidated damages, or any sum, if any, withheld from payments to contractors.

The Architect shall furnish the Owner ten (10) sets of blueprints and specifications. Any additional sets shall be paid for by the Owner.

9. **SUSPENSION OR ABANDONMENT OF THE WORK:** Should the execution of any work designed or specified by the Architect, or any part of such work, be abandoned or suspended for more than 90 days by the Owner, the Architect shall be paid in accordance with the terms of Paragraph 8 of this agreement for all services rendered up to the time of such abandonment or suspension. In the event the work is abandoned before the working drawings and specifications have been approved by the Owner, the amount due to the Architect shall be computed on the basis of the degree of completion of the working drawings and specifications. All such payments shall accrue and become due within thirty (30) days after such abandonment or suspension. The Architect shall supply the Owner with ten (10) sets of working drawings and specifications of said building, completed by the Architect, before the Architect may receive payment under the terms of this paragraph.

10. **INSPECTION:** The Owner shall have the option to appoint an inspector, either at its own discretion or in accordance with any requirement of State Law, at its own cost; and said inspector, when so appointed, may also serve as superintendent of construction. Said inspector shall report from time to time to the City Manager of said Owner as to the progress of said construction, and shall also consult with said Architect as to any problems of construction he may find in connection therewith.

11. **CHANGE ORDERS:** The Architect shall advise the Owner, in writing, of any material change, or changes, necessary in the plans and specifications of said building and shall order the contractors to make such changes only after they have been approved by the Owner in writing. The Architect may order, on his own responsibility and pending the Owner's approval, changes necessary at the time to meet construction emergencies, after first securing written approval of the City Manager, or, in his absence, of the Assistant City Manager.

12. **OWNERSHIP OF DOCUMENTS:** Drawings and specifications supplied as herein required are the property of the Owner, whether the work for which they are made be executed or not. The Architect shall furnish to the Owner on completion of each drawing and set of specifications a full, true and correct copy or blueprint of said drawings and specifications. At the conclusion of the work one set of drawings and specifications shall be corrected to agree with and embody all material changes made during the constructions.

13. **OWNERS DECISIONS:** The Owner shall give thorough consideration to all sketches, drawings, specifications, proposals, contracts, and other documents laid before it by the Architect at any meeting regularly held; whenever prompt action is necessary said Owner shall inform the Architect of its decision promptly, so that the work of the Architect shall not be delayed, and so that the Architect will not be prevented from giving drawings or instructions to contractors promptly.

14. **SURVEYS, BORINGS, AND TESTS:** The Owner shall, upon request, furnish the Architect with complete and accurate surveys of the building site, giving the grades and lines of streets, pavements, and adjoining properties; the rights, restrictions, easements, boundaries, contours, locations of trees, and full information as to sewer, water, gas, and electrical service. The Owner is to pay for borings or test pits, if necessary, and for chemical, mechanical, or other tests when required.

15. **SUCCESSORS AND ASSIGNS:** All the terms, conditions and provisions hereof shall inure to and shall bind the parties hereto, their, and each of their, respective heirs, executors, administrators, successors and assigns.

The Architect shall have the right to join with him in the performance of this agreement, any qualified person or persons acceptable to the Owner with whom he may in good faith enter into general partnership or similar relations, but this shall not relieve the Architect of any duty, responsibility or liability hereunder.

Except as above, the Architect shall not assign, sublet or transfer his interest in this agreement without the written consent of the Owner.

16. In consideration of the premises, the Architect agrees that he shall at once proceed with the preparation of the work to be performed by him upon receipt from the Owner of the necessary date, and shall complete the same within a year of the date of execution of this agreement.

Should the Owner let out said work under the "segregated bid" plan the Architect shall be bound to perform all architectural services in connection with said work, including supervision, at and for the compensation herein provided.

17. It is mutually agreed that in no case unauthorized by the Charter of The City of San Diego and/or the General Laws of the State of California shall said City or any department, board or officer thereof be liable for any portion of the contract price.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego by and through its City Manager, under and pursuant to a resolution of its Council No. 85577, adopted on the 29th day of July, 1947, and second party has hereunto affixed his name the day and year in this agreement first above written.

I HEREBY APPROVE the form and legality of the foregoing AGREEMENT this 7th day of August, 1947.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY
J. H. McKinney, Deputy City Attorney

THE CITY OF SAN DIEGO
Party of the First Part,
By F. A. RHODES, City Manager
H. LOUIS BODMER, A/A ARCHITECT
Party of the Second Part.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with H. Louis Bodmer as architect on the Hollywood Building in Balboa Park; being Document No. 375647.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Wilby deputy

C O N T R A C T

WHEREAS, The City of San Diego is the owner of various buildings, situated in Balboa Park, upon which buildings extensive repair and reconstruction work is being done or is about to be done, and The City of San Diego requires the services of a Resident Engineer to supervise the work of the various contractors and sub-contractors who are engaged in said repair and reconstruction work, and to conduct all necessary liaison work, and generally to safeguard the City's interests in said matters; and

WHEREAS, Paul A. Wenhe is willing to perform the said services of a Resident Engineer for The City of San Diego; NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Said Paul A. Wenhe is hereby employed by The City of San Diego as Resident Engineer, for a period of nine (9) months, beginning on the 10th day of August, 1947, unless sooner terminated as provided hereinafter.

2. For the services to be performed by him as such Resident Engineer, The City of San Diego will pay to said Paul A. Wenhe the sum of Five Hundred Fifty Dollars (\$550.00) per month, plus One Dollar (\$1.00) per working day in payment of his transportation expenses, payable in semi-monthly installments.

3. Said Paul A. Wenhe, as such Resident Engineer, shall supervise the work of repair and restoration being done or to be done, during the term of this contract, on the following buildings situated in Balboa Park: the Fine Arts Building, California Building, Museum of Man Building, and Natural History Building, and such other buildings as the City Manager may specifically direct him to supervise. It shall be the duty of said Paul A. Wenhe to supervise such work, not only as to the completeness of the work done and its compliance with the specific requirements of the contracts for such work, but also as to the quality of finish and workmanship and the suitability of the completed work for the purposes for which each building is intended to be used; also, to conduct all necessary liaison work between the City Manager and the various contractors and subcontractors and the governing boards and officers of the societies and organizations which will furnish museum or other exhibits or services for use in said buildings; and generally to vigilantly safeguard the interests of The City of San Diego in the matter of such repair and restoration of said buildings. He shall keep the City Manager informed of the progress of his work, and of the problems encountered in the course of such work and the solution thereof; and he shall be guided by such instructions as may be given him by the City Manager.

4. In the event of the completion, suspension or discontinuance of such repair and restoration work at any time prior to the expiration of the nine-month term of this contract, or in the event that the services of said Paul A. Wenhe shall prove unsatisfactory to the City Manager, this contract may be terminated at any time, at the option of the City Manager, upon ten days' written notice to said Paul A. Wenhe.

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. 86750 of the Council authorizing such execution, and the contractor has hereunto subscribed his name, this 14 day of August, 1947.

THE CITY OF SAN DIEGO,
By F. A. RHODES, City Manager
PAUL A. WENHE,
Second Party

I HEREBY APPROVE the form and legality of the foregoing Contract this 14th day of August, 1947.

J. F. DuPAUL, City Attorney,
By B. L. COMPARET,
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Paul A. Wenhe for services as Resident Engineer for restoration work on certain Balboa Park Buildings; being Document No. 376682.

FRED W. SICK
City Clerk of The City of San Diego, California

By *Helen M. Wilhig* Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into this 15th day of July, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager thereof, hereinafter referred to as the "City", first party, and SAN DIEGO GAS AND ELECTRIC COMPANY, a corporation, herein after referred to as the "Company", second party, WITNESSETH:

THAT WHEREAS, it is necessary in the interest of public convenience that the City make arrangements for the payment of water bills at various locations throughout the City rather than to require payment of such bills at the office of the City Treasurer in the Civic Center Building; and

WHEREAS, the San Diego Gas and Electric Company maintains branch offices in suitable and convenient locations within the City, and is willing to act as a collection agency for the payment of City water bills, upon the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, and of the matters and things hereinafter recited, it is mutually agreed as follows:

The City does hereby appoint the Company, effective July 1, 1947, as a collection agency to receive payment of City water bills on behalf of the City and to issue receipts for such payments. Said payments may be made and receipts issued at the main office of the Company and at the following branch offices of the Company: In Hillcrest, at 515 University Avenue; in North Park, at 2859 University Avenue; in East San Diego, at 4219 University Avenue; in Logan Heights, at 2214 Logan Avenue; in National City, at 915 National Avenue; and such other branch offices of the Company as may be mutually agreed upon between the City Manager and the Company.

The Company agrees faithfully to perform said duties of collection agency and to account for all moneys collected by it to the Treasurer of The City of San Diego, turning all moneys so collected over to said City Treasurer at such times and in such manner as he may direct.

In consideration of the performance of said services the City agrees to pay the Company monthly a sum equal to one-half of one per cent (1/2 of 1%) of the total amount of such collections made by the Company during the preceding month.

It is further understood and agreed that this contract may be terminated by either the City or the Company upon thirty (30) days' written notice, and that the same shall continue until so terminated.

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 caused this

instrument to be executed and its corporate name and seal to be hereunto attached, by its proper offices thereunto duly authorized, the day and year first hereinabove written.

(SEAL)

THE CITY OF SAN DIEGO,
 By F. A. RHODES, City Manager
 SAN DIEGO GAS AND ELECTRIC COMPANY,
 By L. M. KLAUBER
 President

ATTEST:

R. C. CAVELL
 Secretary

I HEREBY APPROVE the form of the foregoing Agreement this 11th day of August, 1947.

J. F. DuPAUL, 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 Agreement - S. D. Gas and Electric Co. - Water bill collection agency; being Document No. 376809.

FRED W. SICK
 City Clerk of The City of San Diego, California

By *Helen M. Wilby* Deputy

PROJECT AGREEMENT - 1947 FISCAL YEAR

FOURTH 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, hereinafter referred to as the department,

WITNESSETH, THAT, WHEREAS, a third supplemental memorandum of agreement for expenditure of funds accruing during the fiscal year ending June 30, 1947, and allocated under the provisions of Section 194 and Section 195 of the Streets and Highways Code upon streets of major importance was executed by the city March 11, 1947, and by the department March 21, 1947, providing for the work described herein as projects 13 to 19, inclusive; and

WHEREAS, the city now desires that said agreement be amended and has submitted to the department a supplemental budget to increase the scope of and provide funds for the work described herein as project 13;

NOW, THEREFORE, it is mutually agreed by and between the city and the department that said agreement be amended as follows:

ARTICLE I. PROJECTS

The projects and the estimated expenditures therefor as listed hereinafter constitute the budget heretofore submitted by the city which has been, and is hereby, approved by the department:

Project	Location	Miles	Description	1/4¢ C.S.	1/4¢ S.H.
13	Washington Street and Normal Street, from Tenth Street to El Cajon Boulevard	0.24	Acquire right of way, grade and pave		
(a)	Work by department		Surveys and plans (additional amount) \$	3,000.00	
			Grade and pave	253,000.00	
			Traffic signals	15,000.00	\$ 5,000.00
(b)	Work by City		Right of way	200,000.00	
14	Adams Avenue at Texas Street and at Ward Road; also 30th Street at Laurel Street		Make bridge inspections	324.43	
15	National Avenue at 33rd Street		Remove old bridge and construct new bridge over Las Chollas Creek		
			Construction	49,900.00	
16	Pacific Highway, Route 2, at Balboa Avenue intersection		Widen, channelize, construct curbs and install traffic signals		
			Surveys and plans		2,000.00
			Right of way	18,000.00	12,000.00
			Construction	17,500.00	15,000.00
17	Harbor Drive, Route 2, at the intersection of 5th Avenue		Install traffic signals		
			Surveys and plans		700.00
			Construction	2,500.00	5,000.00
18	Wabaska Drive from Evergreen Street via McCauley Street, Wabaska Drive, Tennyson Street and Wabaska Drive to Voltaire Street.	0.92	Acquire right of way	45,000.00	
19	Harbor Drive, Route 2, at Crosby Street		Install traffic signals	3,100.00	3,100.00
Totals				\$508,324.43	\$42,800.00

ARTICLE II. INSPECTION

The department will make the bridge inspections designated in project 14.

ARTICLE III. SURVEYS AND PLANS

The department will make the surveys and plans designated in projects 13(a), 16, and 17.

ARTICLE IV. RIGHT OF WAY

The right of way designated in projects 13(b) and 18 will be secured by the City. The cost provided for herein 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.

The right of way designated in project 16 will be secured by the department. The cost provided for herein 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 project; 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 by or under its direct supervision the improvements described in projects 15 and 19 in accordance with the approved plans, specifications, and estimates therefor.

Plans, specifications, and a detailed estimate of cost shall be submitted to the department for approval before the work is advertised for bids, or before work is started in case of work approved to be done by day labor; and no change may be made in the approved plans or specifications without previous approval of the department.

The work described in projects 15 and 19 shall be performed by contract unless the performance thereof by day labor shall be approved by the department.

The 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.

Any city-owned equipment used for the work described in projects 15 and 19 may be charged for upon a rental basis to cover depreciation and repairs in case rental rates already have been established by the City; otherwise, allowance for depreciation and repairs may be charged for as approved by the department.

The department will construct or cause to be constructed by or under its direct supervision the improvements described in projects 16 and 17 in accordance with the approved plans, specifications, and estimates therefor.

Any minor change in the approved 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.

The work described in projects 16 and 17 will be performed by contract or by State forces as may be, in the opinion of the department, for the best interest of the City and the department.

Any equipment furnished by the department for the work described in projects 16 and 17 will be charged for at the rental rates established by the department.

ARTICLE VI. FUNDS

Funds to defray the cost of the work described in Article I and payable from revenue accrued under the provisions of Section 194 of the Streets and Highways Code, are available as follows:

Unexpended under project 5 (additional)	\$ 5,679.29
Unexpended under project 11	117.74
Unexpended under project 12	6.94
Accrued and unbudgeted to June 30, 1946	575,522.17
Accrued during the fiscal year ending June 30, 1947	333,576.13
	<hr/>
Total	\$ 915,902.27

The amount of \$608,324.43 is budgeted to defray the cost of the work described in Article I, and in addition the amount of \$42,800.00 is to be contributed from the 1/4 cent for State highways.

The amounts provided for the projects listed in Article I are estimated amounts. In the event that the actual cost of the projects differs from estimated amounts, the approved budget may be amended only by supplemental agreement.

The department hereby delegates to the city the expenditure of the funds provided herein to defray the cost of the work described in projects 13 (b), 15, 18, and 19.

As the work progresses on project 13(b) the department will forward warrants to the proper city officials for work already accomplished. Payment will be made upon receipt of detailed statements of expenditures made by the city until the State's obligations as set forth herein, after deducting therefrom any expenditures made or to be made by the department for projects 13(a), 14, 16, and 17.

The amount of \$103,318.55 previously paid to the city remains unexpended in the city's special gas tax street improvement fund and from such funds the city will finance the work budgeted herein under projects 15, 18, and 19.

The department will pay the cost of the work described in projects 13(a), 14, 16, and 17 from the funds provided herein.

The amounts provided for the projects listed in Article I must not be exceeded, and no moneys may be expended by the city from the special gas tax street improvement fund except for the projects listed in Article I without amending the budget by supplemental agreement. Such supplemental agreement shall be valid only when executed by the city and the department.

All funds allocated under the provisions of Section 194 of the Streets and Highway Code in excess of such funds budgeted herein for expenditure, will accumulate for future budgeting and expenditure.

ARTICLE VII. FINAL REPORTS

The city will submit such reports as required by law in such detail as required by the department. The reports shall show in full all expenditures from all other funds as well as expenditures from the special gas tax street improvement fund.

Within sixty days after completion of each item of the budget described in projects 13 (b), 15, 18, and 19, the city will submit to the department a final report of expenditures made for such work.

Expenditures for right of way shall be segregated by parcels and payment for each parcel analyzed as follows:

- (1) Value of land taken.
- (2) Severance damages less benefits.
- (3) Moving improvements.
- (4) Damages by change of grade, etc.

Where removing, restoring, or altering improvements is not included in the payment for the land, the expenditures for such items shall be reported for each parcel or ownership. The report shall also show expenditures for salary of right of way agent and miscellaneous expenditures such as title reports, agents's expense account, automobile operation, etc.; these expenditures being analyzed by the four objects:

- (1) Salaries and wages.
- (2) Materials and supplies.
- (3) Service and expense.
- (4) Equipment rental.

The report for preliminary engineering, surveys and plans, shall show the work accomplished and shall be analyzed by the four objects:

- (1) Salaries and wages.
- (2) Materials and supplies.
- (3) Service and expense.
- (4) Equipment rental.

The report for construction, improvement, or other specific projects, shall show payments to the contractor detailed by contract items showing quantity, unit, item, unit price, and amount; and the amount paid for any materials, supplies, labor, or equipment furnished by the city for use on the contract. Expenditures for work performed by day labor shall be detailed to show the quantity for each item of work, the unit cost; and amount.

The department will submit to the city a report of expenditures made from the 1/4 cent gas tax allocated for expenditure upon streets of major importance.

Within sixty days after completion of each item of the budget described in projects 13 (a), 14, 15, and 17, the department shall submit to the city a final report of expenditures made for such work.

ARTICLE VIII. 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 shall, 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 23rd day of July, 1947, and the Department on the 8th day of August, 1947.

CITY OF SAN DIEGO

Approval recommended:
E. E. WALLACE
District Engineer

By F. A. RHODES, City Manager

L. V. CAMPBELL
Engineer of City and
Cooperative Projects

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

Approved as to form
and procedure:

C. C. CARLETON
Chief Attorney

By J. B. STANDLEY
Principal Assistant
Engineer

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for Expenditure of 1/4 Cent Gas Tax; being Document No. 376819.

FRED W. SICK

City Clerk of The City of San Diego, California

By *Helen M. Willy* Deputy

PROJECT AGREEMENT - 1945-47 BIENNIUM

SEVENTH 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, hereinafter referred to as the department,

WITNESSETH, THAT, WHEREAS, a sixth supplemental memorandum of agreement for expenditure of funds accruing during the biennium ending June 30, 1947, and allocated under the provisions of Section 203 of the Streets and Highways Code upon State highways, was executed by the city March 11, 1947, and by the department March 21, 1947, providing for the work described herein as projects 48, and 55 to 61, inclusive; and

WHEREAS, the city now desires that said agreement be amended and has submitted to the department a supplemental program to provide additional funds for project 58, and to provide funds for additional work described herein as projects 62 and 63;

NOW, THEREFORE, it is mutually agreed by and between the city and the department that said agreement be amended as follows:

ARTICLE I. PROJECTS

The projects and the estimated expenditures therefor as listed hereinafter constitute the work included in this agreement:

Project	Location	Miles	Description	1/4¢ S.H.	1/4¢ C.S.
48	Balboa Freeway, Route 77 relocation, from A Street to north city limits	5.9	Grade and pave (additional amount)	\$250,000.00	
55	State highway routes described hereinafter				
(a)	Work by city:				

(CON'T)

Project	Location	Miles	Description	1/4¢ S.H.	1/4¢ C.S.
	Route 12	14.87			
	Route 77	1.23	General maintenance,	(City	
	Route 77 (new	0.55	July 1, 1945, to	funds)	
	location)	5.37	June 30, 1947		
	Route 200				
	Route 2	21.43			
	Route 12	14.87	Paint traffic	(City	
	Route 77	1.23	stripes	funds)	
	Route 200	5.75			
(b)	Work by department:				
	Route 2	21.43	General maintenance,	\$ 37,500.00	
	Route 200	0.38	July 1, 1945, to	500.00	
			June 30, 1947		
	Route 2	21.43		400.00	
	Route 12	14.87	Maintain signs	300.00	
	Route 77	1.78		75.00	
	Route 200	5.75		150.00	
55	El Cajon Blvd., Route	3.2	Surveys and plans	12,000.00	
	12, from Euclid Ave.				
	to east city limits				
57	Pacific Highway, Route		Acquire right of way	4,500.00	
	2, at Laurel St.				
58	Pacific Highway, Route		Channelize and install		
	2, at Balboa Ave. in-		traffic signals		
	tersection		Surveys and plans	3,000.00	
			Right of way	12,000.00	\$ 18,000.00
			Construction	15,000.00	17,500.00
59	Harbor Drive, State		Install traffic sig-		
	highway route 2, at		nals		
	the intersection of		Surveys and plans	700.00	
	5th Ave.		Construction	5,000.00	2,500.00
50	Harbor Drive, Route	0.19	Redeck overpass		
	2, at Switzer Canyon		Surveys and plans	2,000.00	
	Overpass near Tenth		Construction	55,000.00	
	St.				
51	Harbor Drive, Route		Install traffic signals	3,100.00	3,100.00
	2, at Crosby St.				
52	El Cajon Blvd., Route	0.50	Channelize roadway and		
	12, from Park Blvd.		install traffic signals		
	to Texas St.		Surveys and plans	1,000.00	
			Construction	18,600.00	269,000.00
53	Pacific Highway, Route	2.55	Resurface		
	2, from Tecolote Creek		Surveys and plans	500.00	
	to Balboa Avenue		Construction	50,000.00	
			Totals	\$471,325.00	\$310,100.00

The State highway routes to be maintained under project 55 are described as follows:

Primary Route 2, by department:

Harbor Drive, from south city limits at Division Street to Colton Avenue at Schley Street; along Colton Avenue, from Schley Street to Harbor Drive at Fifth Street; along Harbor Drive, from Fifth Street to Pacific Highway; along Pacific Highway, from Harbor Drive to north city limits near Sorrento Overpass; a length of approximately 21.43 miles.

Secondary Route 12, by city:

Catalina Boulevard, from south city limits at U. S. Military Reservation to Canon Street; along Canon Street; from Catalina Boulevard to Rosecrans Street; along Rosecrans Street, from Canon Street to Lytton Street; along Lytton Street, from Rosecrans Street to Barnett Avenue; along Barnett Avenue, from Lytton Street to Pacific Highway, route 2; a length of approximately 5.19 miles for this portion.

Primary Route 12, by city:

Twelfth Street, from Market Street, route 200, to junction with Park Boulevard at Russ Boulevard; along Park Boulevard, from Twelfth Street to El Cajon Boulevard; along El Cajon Boulevard, from Park Boulevard to east city limits near Seventy-third Street; a length of approximately 9.58 miles for this portion; a total length of approximately 14.87 miles.

Secondary Route 77, by city:

Fairmount Avenue, from El Cajon Avenue, route 12, to north city limits near Mission Valley Road; a length of approximately 1.23 miles; also, Sixth Avenue Extension, from Mission Valley Road to Friars Road; a length of approximately 0.55 mile for this portion; a total length of approximately 1.78 miles.

Secondary Route 200 by city:

Market Street, from Pacific Highway, route 2, to Thirty-second Street; along Thirty-second Street from Market Street to Federal Boulevard; along Federal Boulevard, from Thirty-second Street to city limits at Euclid Avenue; a length of approximately 5.37 miles.

Secondary Route 200, by department:

Federal Boulevard, from city limits at Sixtieth Street to north city limits near Mallard Street; a length of approximately 0.38 mile for this portion.

ARTICLE II. MAINTENANCE

General maintenance of the streets comprising the State highway routes described in project 55(a) will be performed by or under the direct supervision of the city, except the installation and maintenance of route market shields and mileage and directional signs, which will be performed by the department.

Maintenance work shall be adequate to keep the roadway, structures, and facilities in the

safe and usable condition to which they have been constructed or improved, and provision shall be made for constantly making needed repairs to preserve a smooth surface and to provide the necessary traffic stripes and pavement markings, signs, and other warning devices to adequately warn traffic of highway conditions or hazards.

The city will also paint traffic stripes and pavement markings on the State highway routes described in project 55(b), and will provide sufficient money from other funds for that purpose.

So far as possible, where applicable, the city will use markings and signs set forth in the volume entitled "Manual of Instructions, Maintenance Department, Division of Highways - 1938", published by the department.

Should the department at any time consider the maintenance of the State highway routes or any portion of any route unsatisfactory and inadequate for the traffic needs and conditions thereon, and if the city does not correct the unsatisfactory condition after due notice from the department, the department may enter upon such State highway route and maintain such street with its own forces; and the cost will be defrayed from the 1/4 cent gas tax allocated for expenditure upon State highways within the city.

The installation and maintenance of route marker shields and mileage and directional signs upon the streets comprising the State highway routes described in project 55(a), shall be performed by or under the direct supervision of the department.

By arrangement with the City Manager, the city has performed sweeping and cleaning for that portion of Pacific Highway and Harbor Drive, State highway route 2, which is curbed and paved from curb to curb. This includes the portion from the San Diego River southerly to 5th Street and Harbor Drive.

General maintenance, except the painting of traffic stripes, of the streets comprising the State highway routes described in project 55(b) between the curb lines, will be performed by or under the direct supervision of the department. Maintenance work shall be adequate to keep the roadway, structures, and facilities in the safe and usable condition to which they have been constructed or improved, and provision shall be made for constantly making needed repairs to preserve a smooth surface and to provide the necessary traffic stripes and pavement markings, signs, and other warning devices to adequately warn traffic of highway conditions or traffic hazards, and such directional and other signs as the department deems necessary or desirable.

There is hereby delegated to the city the maintenance of the areas between curb lines and right of way lines.

The work described in project 55(b) may be performed by contract or by State forces as may be, in the opinion of the department, for the best interests of the city and the department.

Any equipment furnished by the department for the work described in project 55(b) will be charged for at the rental rates established by the department.

ARTICLE III. SURVEYS AND PLANS

The department will make the surveys and plans designated in projects 56, 58, 59, 60, 62, and 63.

ARTICLE IV. RIGHT OF WAY

The right of way designated in projects 57 and 58 will be secured by the department. The cost provided for herein 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 by or under its direct supervision the improvements described in project 61 in accordance with the approved plans, specifications, and estimates therefor.

Plans, specifications, and a detailed estimate of cost shall be submitted to the department for approval before the work is advertised for bids, or before work is started in case of work approved to be done by day labor, and no change may be made in the approved plans or specifications without previous approval of the department.

The work described in project 61 shall be performed by contract unless the performance thereof by day labor shall be approved by the department.

The 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.

No contract may be awarded by the city until the approval of the department has been obtained. A summary of the bids received shall be forwarded promptly to the department by the city.

Any city-owned equipment used for the work described in project 61 may be charged for upon a rental basis to cover depreciation and repairs in case rental rates already have been established by the city; otherwise, allowance for depreciation and repairs may be charged for as approved by the department.

The department will construct or cause to be constructed by or under its direct supervision the improvements described in projects 48, 58, 59, 60, 62, and 63 in accordance with the approved plans, specifications, and estimates therefor.

Any minor change in the approved 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.

The work described in projects 48, 58, 59, 60, 62, and 63 will be performed by contract or by State forces as may be, in the opinion of the department, for the best interests of the city and the department.

Any equipment furnished by the department for the work described in projects 48, 58, 59, 60, 62, and 63 will be charged for at the rental rates established by the department.

ARTICLE VI. FUNDS

Funds to defray the cost of the work described in Article I and payable from revenue accrued under the provisions of Section 203 of the Streets and Highways Code, are available as follows:

Unexpended under project 33	\$ 4,541.92
Unexpended under project 45(f)	228.05

Unexpended under project 51(b)	\$	343.40
Unexpended under project 53		7,149.81
Unexpended under project 54		3,170.03
Accrued and unprogrammed to June 30, 1945		154,334.02
Accrued, 1945-47 biennium		<u>491,768.16</u>
Total		\$571,635.39

The amount of \$471,325.00 is programmed to defray the cost of the work described in Article I and; in addition, the amount of \$310,100.00 is to be contributed from 1/4 cent city street funds.

The amounts provided for the projects listed in Article I are estimated amounts, and the actual cost of the 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.

Sufficient money to provide for the adequate maintenance of the State highway routes within the city during the biennium ending June 30, 1947, in addition to the amounts specified herein, will be provided by the city.

The department hereby delegates to the city the expenditure of the funds provided herein to defray the cost of the work described in project 51.

As the work progresses on project 51, the department 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 set forth herein, after deducting any expenditures made or to be made by the department for projects 48, 55(b), 56, 57, 58, 59, 60, 62, and 63, are fully discharged.

The department will pay the cost of the work described in projects 48, 55(b), 56, 57, 58, 59, 60, 62, and 63 from the funds provided herein.

All funds allocated under the provisions of Section 203 of the Streets and Highways Code in excess of those budgeted herein for expenditure, will accumulate for future budgeting and expenditure.

ARTICLE VII. FINAL REPORTS

The city will submit reports of expenditures in such detail as required by the department. The reports shall show in full all expenditures from all other funds as well as expenditures from the 1/4 cent funds provided herein.

Annually, within sixty days after the close of the fiscal year ending June 30, the city shall submit to the department a statement of expenditures made during the preceding year for the maintenance of the State highway routes described in project 55(a).

Within sixty days after completion of each item of the budget described in project 51, the city shall submit to the department a final report of expenditures made for such work.

The department will submit to the city a report of expenditures made from the 1/4 cent gas tax allocated for expenditure upon State highways.

Annually, within sixty days after the close of the fiscal year ending June 30, the department shall submit to the city a statement of expenditures made during the preceding year for the maintenance of the State highway routes described in project 55(b).

Within sixty days after completion of each item of the budget described in projects 48, 56, 57, 58, 59, 60, 62, and 63, the department shall submit to the city a final report of expenditures made for such work.

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 State highways designated in project 55(a), except that no stop signs, semaphores, or other traffic control signalling devices which would require the traffic on any State highway to stop shall be installed without the approval of the department; and that the department reserves the right to install and maintain route market shields and mileage and directional signs. No route market shields or mileage or directional signs will be installed by the department and the cost defrayed from the 1/4 cent gas tax allocated for expenditure upon State highways within the city without the approval of the city.

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 State highways designated in project 55(b), insofar as the areas outside the curb lines are concerned. Within the curb lines, encroachment permits or permits for the making of excavations or other openings in the highway may be issued by either the city or the department. Neither will issue any such permit without the written consent of the other, except that if the city indicates in writing to the department that it is not concerned with certain classes of permits, its approval will not be required on such permits issued by the department.

Nothing in this agreement shall be deemed to restrict the right of the city authorities to place and maintain such traffic signs as are necessary to notify traffic of local traffic ordinances or resolutions, and no permission for such installations need be applied for.

No signs shall be permitted to be installed within or project over the roadway portion beyond the established curb lines of any State highway, and 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 it constitutes a hazard to traffic, at which time it shall be removed. The city shall be responsible for all necessary inspections and the removal of any such sign, if necessary.

It is understood and agreed that neither the State of California, the Director of Public Works, nor 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 23rd day of July, 1947, and the department on the 8th day of August, 1947.

Approval recommended:
E. E. WALLACE

L. V. CAMPBELL
Engineer of City and
Cooperative Projects

THE CITY OF SAN DIEGO
By F. A. RHODES, City Manager

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
By J. B. STANDLEY, Principal Assistant Engineer

Approved as to form and procedure:

C. C. CARLETON
Chief Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Seventh Supplemental Memorandum of Agreement for Expenditure of 1/4 Cent Gas Tax for State Highways; being Document No. 376820.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Willig Deputy

KNOW ALL MEN BY THESE PRESENTS, That STAUFFER CHEMICAL COMPANY, a corporation, as Principal and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of _____ as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of One thousand two hundred Dollars (\$1,200.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which well and truly to be made; the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 31st day of July, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver to said City, f.o.b. tank cars, manufacturing plant at Henderson, Nevada, from time to time, as ordered or required during the period beginning July 1, 1947, and ending June 30, 1948, the City's partial requirements (estimated to be approximately 120 tons) of Liquid Chlorine, to be furnished in tank cars of 16-ton capacity; in accordance with the specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST:

R. W. GUNDER
Sales Manager

By STAUFFER CHEMICAL COMPANY, (SEAL)
JOHN STAUFFER, V. P. Principal
Vice President
HARTFORD ACCIDENT AND INDEMNITY (SEAL)
Surety COMPANY

ATTEST: Premium on this Bond
is \$5.00

By Dick W. Graves, Attorney-in-Fact
DICK W. GRAVES

STATE OF CALIFORNIA,)
County of Los Angeles,) ss.

On this 31st day of July, in the year 1947, before me, ELEANOR G. DAVIS, a Notary Public in and for said County, 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 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 the day and year in this certificate first above written.

(SEAL)

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

My Commission Expires May 27, 1951

I hereby approve the form of the within Bond, this 19th day of August, 1947.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney

I hereby approve the foregoing bond this 19th day of Aug., 1947.

NEAL D. SMITH
Asst. City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of 31st day of July, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and STAUFFER CHEMICAL COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City: f.o.b. contractor's tank cars, contractor's manufacturing plant at Henderson, Nevada, from time to time as ordered or required by the City, during the period beginning July 1, 1947, and ending June 30, 1948, the City's partial requirements (estimated to be approximately 120 tons) of Liquid Chlorine, to be supplied in contractor's single-unit tank cars of 16-ton capacity each; all in accordance with the specifications therefor contained in Document No. 374522, on file in the office of the City Clerk of said City.

Said contractor hereby agrees to furnish said Liquid Chlorine f.o.b. contractor's tank cars, contractor's manufacturing plant at Henderson, Nevada, at and for the price of \$39.80 per ton of 2,000 pounds. Said price does not include the California State Sales or Use Tax.

No demurrage or rental shall be charged on 16-ton single-unit tank cars for a period of 45 days. Rental shall be assessed at the rate of \$3.00 per day, starting on the 46th day after delivery of the tank cars. Tank cars to be furnished to the City on a trip lease basis.

Said City, in consideration of the furnishing of said Liquid Chlorine by said contractor, according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein contained and agreed upon, and the acceptance of said Chlorine by said City, will pay said contractor the following sums, to-wit: \$39.80 per ton of 2000 pounds.

Payments for said chlorine will be made monthly in accordance with purchase orders and deliveries.

The City shall give the contractor at least seven (7) days' notice on individual deliveries.

"FEDERAL HINDRANCE" clause to be inserted in The City of San Diego's war time material, equipment and construction contracts:

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies were engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor the City, pursuant to resolution of the City Council, may--

- (a) If lawfully within power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (days); or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 86467 of the Council authorizing such execution, and the contractor has caused this contract to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By NEAL D. SMITH
Asst. City Manager
STAUFFER CHEMICAL COMPANY, (SEAL)
By JOHN STAUFFER, Contractor
Vice President

ATTEST:

R. W. GUNDER
Sales Manager

I hereby approve the form and legality of the foregoing contract this 19th day of August, 1947.

J. F. DuPAUL, 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 Stauffer Chemical Company; being Document No. 376904.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Wilby Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT W. 0.5' of Lot 20, All of Lots 21 & 22 exc. W. 11' of 22
BLOCK 51 SUBDIVISION Carr

NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Island Avenue

WATER MAIN HAS BEEN INSTALLED BETWEEN 27th St. AND 28th St.

TOTAL AMOUNT TO BE PAID Twenty-nine and 63/100 DOLLARS (\$29.63)

NO. OF EQUAL INSTALLMENTS 1 at AMOUNT OF EACH INSTALLMENT \$5.95

4 " \$5.92

PURSUANT TO PROVISIONS OF ORDINANCE NO. 3053 (New Series) AND ORDINANCE NO. 3173 (New Series) OF THE ORDINANCES OF THE CITY OF SAN DIEGO, CALIFORNIA, PROVIDING FOR THE INSTALLATION OF PERMANENT WATER MAINS IN CITY STREETS AND ALLEYS AND THE METHOD OF PAYMENT OF SUCH INSTALLATIONS, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED PROPERTY FOR AND IN CONSIDERATION OF THE CITY OF SAN DIEGO'S INSTALLATION OF A PERMANENT WATER MAIN AS DESIGNATED HEREIN, HEREBY AGREE TO PAY TO THE CITY OF SAN DIEGO, CALIFORNIA, THE AMOUNT SPECIFIED ABOVE IN EQUAL MONTHLY INSTALLMENTS IN ACCORDANCE WITH THE SCHEDULE OF PAYMENTS ON THE REVERSE SIDE HEREOF, AND THE UNDERSIGNED FURTHER AGREES THAT ANY SALE OF THE PROPERTY HEREIN MENTIONED AND DESCRIBED SHALL TERMINATE THIS AGREEMENT AND ANY UNPAID BALANCE SHALL BECOME DUE AND PAYABLE IMMEDIATELY. FIRST INSTALLMENT DUE AND PAYABLE ON EXECUTION OF THIS AGREEMENT.

CITY OF SAN DIEGO

By G. E. ARNOLD
Assistant City Manager

OWNER'S SIGNATURE MINNIE DeBELL
ADDRESS 2715 Island Avenue

APPROVED AS TO FORM:
 J. F. DuPAUL
 City Attorney
 By J. H. McKINNEY
 Deputy City Attorney

DATE June 5, 1947

STATE OF CALIFORNIA, }-ss.
 COUNTY OF SAN DIEGO }

On this 5th day of June, A.D. Nineteen Hundred and 47 before me Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Minnie De Bell 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) CLARK M. FOOTE JR.
 Notary Public in and for the County of San Diego,
 State of California

My Commission expires March 17, 1951

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
5/5/47	\$5.95	5/5/47	#4901
7/7/47	5.92		
8/7/47	5.92		
9/7/47	5.92		
10/7/47	5.92		

RECORDED JUL 3 1947 55 Min. Past 1 P.M. in Book 2435 at Page 308 of Official Records, San Diego Co., Cal.

Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
 By Deputy A. S. GRAY

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

A. T. HOAR

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 Payment for Installation of Water Main Agreement; being Document No. 374922.

FRED W. SICK

City Clerk of The City of San Diego, California

By *Helen M. Willis* Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT 28 and 29
 BLOCK 3 SUBDIVISION Ocean Villa
 NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Sapphire
 WATER MAIN HAS BEEN INSTALLED BETWEEN Mission Blvd. AND Bayard
 TOTAL AMOUNT TO BE PAID Fifty and no/100 DOLLARS. (\$50.00)
 NO. OF EQUAL INSTALLMENTS Ten AMOUNT OF EACH INSTALLMENT \$5.00

PURSUANT TO PROVISIONS OF ORDINANCE NO. 3053 (New Series) AND ORDINANCE NO. 3173 (New Series) OF THE ORDINANCES OF THE CITY OF SAN DIEGO, CALIFORNIA, PROVIDING FOR THE INSTALLATION OF PERMANENT WATER MAINS IN CITY STREETS AND ALLEYS AND THE METHOD OF PAYMENT OF SUCH INSTALLATIONS, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED PROPERTY FOR AND IN CONSIDERATION OF THE CITY OF SAN DIEGO'S INSTALLATION OF A PERMANENT WATER MAIN AS DESIGNATED HEREIN, HEREBY AGREE TO PAY TO THE CITY OF SAN DIEGO, CALIFORNIA, THE AMOUNT SPECIFIED ABOVE IN EQUAL MONTHLY INSTALLMENTS IN ACCORDANCE WITH THE SCHEDULE OF PAYMENTS ON THE REVERSE SIDE HEREOF, AND THE UNDERSIGNED FURTHER AGREES THAT ANY SALE OF THE PROPERTY HEREIN MENTIONED AND DESCRIBED SHALL TERMINATE THIS AGREEMENT AND ANY UNPAID BALANCE SHALL BECOME DUE AND PAYABLE IMMEDIATELY. FIRST INSTALLMENT DUE AND PAYABLE ON EXECUTION OF THIS AGREEMENT.

CITY OF SAN DIEGO
 By G. E. ARNOLD
 Assistant City Manager

OWNER'S SIGNATURE ROBERT D. EDEN
 ADDRESS 815 Sapphire St.-Zone 9

APPROVED AS TO FORM:
 J. F. DuPAUL
 City Attorney
 By J. H. McKINNEY
 Deputy City Attorney

DATE June 5, 1947

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

On this 5th day of June, A.D. Nineteen Hundred and 47 before me Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Robert D. 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.

(SEAL) CLARK M. FOOTE JR.
 Notary Public in and for the County of San Diego,
 State of California

My Commission Expires March 17, 1951

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
5/15/47	\$5.00	5/11/47	#4928
7/15/47	5.00		

SCHEDULE OF PAYMENTS (CON'T)

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
8/15/47	\$5.00		
9/15/47	5.00		
10/15/47	5.00		
11/15/47	5.00		
12/15/47	5.00		
1/15/48	5.00		
2/15/48	5.00		
3/15/48	5.00		

RECORDED JUL 3 1947 55 Min. Past 1 P.M. in Book 2436 at Page 316 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY

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

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 Payment for Installation of Water Main Agreement; being Document No. 374923.

FRED W. SICK

City Clerk of The City of San Diego, California

By Helen M. Willig Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT 1, 2 & 3
BLOCK D SUBDIVISION Boulevard Heights
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Viola Street
WATER MAIN HAS BEEN INSTALLED BETWEEN Lillian AND Gertrude
TOTAL AMOUNT TO BE PAID Fifty-two and 50/100 DOLLARS (\$52.50)
NO. OF EQUAL INSTALLMENTS One at AMOUNT OF EACH \$20.00
Five at INSTALLMENT 6.50

PURSUANT TO PROVISIONS OF ORDINANCE NO. 3053 (New Series) AND ORDINANCE NO. 3173 (New Series) OF THE ORDINANCES OF THE CITY OF SAN DIEGO, CALIFORNIA, PROVIDING FOR THE INSTALLATION OF PERMANENT WATER MAINS IN CITY STREETS AND ALLEYS AND THE METHOD OF PAYMENT OF SUCH INSTALLATIONS, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED PROPERTY FOR AND IN CONSIDERATION OF THE CITY OF SAN DIEGO'S INSTALLATION OF A PERMANENT WATER MAIN AS DESIGNATED HEREIN, HEREBY AGREE TO PAY TO THE CITY OF SAN DIEGO, CALIFORNIA, THE AMOUNT SPECIFIED ABOVE IN EQUAL MONTHLY INSTALLMENTS IN ACCORDANCE WITH THE SCHEDULE OF PAYMENTS ON THE REVERSE SIDE HEREOF, AND THE UNDERSIGNED FURTHER AGREES THAT ANY SALE OF THE PROPERTY HEREIN MENTIONED AND DESCRIBED SHALL TERMINATE THIS AGREEMENT AND ANY UNPAID BALANCE SHALL BECOME DUE AND PAYABLE IMMEDIATELY. FIRST INSTALLMENT DUE AND PAYABLE ON EXECUTION OF THIS AGREEMENT.

CITY OF SAN DIEGO
By G. E. ARNOLD
Assistant City Manager

OWNER'S SIGNATURE VINA FULTON
ADDRESS 1345 Viola Street - 10

APPROVED AS TO FORM:
J. F. DuPAUL
City Attorney
By J. H. McKINNEY
Deputy City Attorney

DATE May 12, 1947

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

On this 15th day of June, A.D. Nineteen Hundred and 47 before me Nora Moore, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Viva Fulton 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.

NORA MOORE

(SEAL)

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

My Commission Expires March 9, 1951

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
5/12/47	\$20.00	5/12/47	#4557
6/12/47	6.50	6/18/47	4949
7/12/47	6.50		
8/12/47	6.50		
9/12/47	6.50		
10/12/47	6.50		

RECORDED JUL 3 1947 55 Min. Past 1 P.M. in Book 2436 at Page 315 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY

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

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 Payment for Installation of Water Main Agreement; being Document No. 374924.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Willy Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT 21, 22, 23, 24
BLOCK 40 SUBDIVISION Carrs
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Island
WATER MAIN HAS BEEN INSTALLED BETWEEN 26th St. AND 27th St.
TOTAL AMOUNT TO BE PAID Seventy-five DOLLARS. (\$75.00)
NO. OF EQUAL INSTALLMENTS 10 AMOUNT OF EACH INSTALLMENT \$7.50

PURSUANT TO PROVISIONS OF ORDINANCE NO. 3053 (New Series) AND ORDINANCE NO. 3173 (New Series) OF THE ORDINANCES OF THE CITY OF SAN DIEGO, CALIFORNIA, PROVIDING FOR THE INSTALLATION OF PERMANENT WATER MAINS IN CITY STREETS AND ALLEYS AND THE METHOD OF PAYMENT OF SUCH INSTALLATIONS, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED PROPERTY FOR AND IN CONSIDERATION OF THE CITY OF SAN DIEGO'S INSTALLATION OF A PERMANENT WATER MAIN AS DESIGNATED HEREIN, HEREBY AGREE TO PAY TO THE CITY OF SAN DIEGO, CALIFORNIA, THE AMOUNT SPECIFIED ABOVE IN EQUAL MONTHLY INSTALLMENTS IN ACCORDANCE WITH THE SCHEDULE OF PAYMENTS ON THE REVERSE SIDE HEREOF, AND THE UNDERSIGNED FURTHER AGREES THAT ANY SALE OF THE PROPERTY HEREIN MENTIONED AND DESCRIBED SHALL TERMINATE THIS AGREEMENT AND ANY UNPAID BALANCE SHALL BECOME DUE AND PAYABLE IMMEDIATELY. FIRST INSTALLMENT DUE AND PAYABLE ON EXECUTION OF THIS AGREEMENT.

CITY OF SAN DIEGO
By G. E. ARNOLD
Assistant City Manager

OWNER'S SIGNATURE MRS. RUSSELL L. GILLIS
ADDRESS 5366 Santa Maria
San Diego 5, California

APPROVED AS TO FORM:
J. F. DuPAUL, City Attorney
By J. H. MCKINNEY
Deputy City Attorney

DATE June 3, 1947

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

On this 9th day of June, A.D. Nineteen Hundred and 47 before me Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mrs. Russell L. Gillis 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.

CLARK M. FOOTE JR.

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

My Commission expires March 17, 1951

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
5/3/47	\$7.50	5/10/47	4925
7/10/47	7.50		
8/10/47	7.50		
9/10/47	7.50		
10/10/47	7.50		
11/10/47	7.50		
12/10/47	7.50		
1/10/48	7.50		
2/10/48	7.50		
3/10/48	7.50		

RECORDED JUL 3 1947 55 Min. Past 1 P.M. in Book 2436 at Page 307 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY

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

Copyist County Recorder's Office, S.D. County,
Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Payment for Installation of Water Main Agreement; being Document No. 374925.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Willy Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT W 55' of E 112' Excepting S 100' of Lot 18
BLOCK G SUBDIVISION Teralta
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Bramson Place
WATER MAIN HAS BEEN INSTALLED BETWEEN Boundary AND 33rd Street
TOTAL AMOUNT TO BE PAID Fifty-five DOLLARS (\$55.00)
NO. OF EQUAL INSTALLMENTS 11 AMOUNT OF EACH INSTALLMENT \$5.00

PURSUANT TO PROVISIONS OF ORDINANCE NO. 3053 (New Series) AND ORDINANCE NO. 3173 (New Series) OF THE ORDINANCES OF THE CITY OF SAN DIEGO, CALIFORNIA, PROVIDING FOR THE INSTALLA-

TION OF PERMANENT WATER MAINS IN CITY STREETS AND ALLEYS AND THE METHOD OF PAYMENT OF SUCH INSTALLATIONS. THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED PROPERTY FOR AND IN CONSIDERATION OF THE CITY OF SAN DIEGO'S INSTALLATION OF A PERMANENT WATER MAIN AS DESIGNATED HEREIN, HEREBY AGREE TO PAY TO THE CITY OF SAN DIEGO, CALIFORNIA, THE AMOUNT SPECIFIED ABOVE IN EQUAL MONTHLY INSTALLMENTS IN ACCORDANCE WITH THE SCHEDULE OF PAYMENTS ON THE REVERSE SIDE HEREOF, AND THE UNDERSIGNED FURTHER AGREES THAT ANY SALE OF THE PROPERTY HEREIN MENTIONED AND DESCRIBED SHALL TERMINATE THIS AGREEMENT AND ANY UNPAID BALANCE SHALL BECOME DUE AND PAYABLE IMMEDIATELY. FIRST INSTALLMENT DUE AND PAYABLE ON EXECUTION OF THIS AGREEMENT.

CITY OF SAN DIEGO
By G. E. ARNOLD
Assistant City Manager

OWNER'S
SIGNATURE INEZ I. JACKSON
ADDRESS 3257 Bramson Place

APPROVED AS TO FORM:
J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney

DATE

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

On this 4th day of June, A. D. Nineteen Hundred and 47 before me August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Inez I. Jackson 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)

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

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
5/4/47	\$5.00	5/4/47	4888
7/4/47	5.00		
8/4/47	5.00		
9/4/47	5.00		
10/4/47	5.00		
11/4/47	5.00		
12/4/47	5.00		
1/4/48	5.00		
2/4/48	5.00		
3/4/48	5.00		
4/4/48	5.00		

RECORDED JUL 3 1947 55 Min. Past 1 P.M. in Book 2435 at Page 320 of Official Records, San Diego Co., Cal
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY

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

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 Payment for Installation of Water Main Agreement; being Document No. 374925.

FRED W. SICK

City Clerk of The City of San Diego, California

By Helen M. Willig Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT 6 and 7
BLOCK 2 SUBDIVISION Ocean Villa
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Sapphire
WATER MAIN HAS BEEN INSTALLED BETWEEN Mission Blvd. AND Bayard
TOTAL AMOUNT TO BE PAID Fifty DOLLARS (\$50.00)
NO. OF EQUAL INSTALLMENTS Ten AMOUNT OF EACH INSTALLMENT \$5.00

PURSUANT TO PROVISIONS OF ORDINANCE NO. 3063 (New Series) AND ORDINANCE NO. 3173 (New Series) OF THE ORDINANCES OF THE CITY OF SAN DIEGO, CALIFORNIA, PROVIDING FOR THE INSTALLATION OF PERMANENT WATER MAINS IN CITY STREETS AND ALLEYS AND THE METHOD OF PAYMENT OF SUCH INSTALLATIONS, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED PROPERTY FOR AND IN CONSIDERATION OF THE CITY OF SAN DIEGO'S INSTALLATION OF A PERMANENT WATER MAIN AS DESIGNATED HEREIN, HEREBY AGREE TO PAY TO THE CITY OF SAN DIEGO, CALIFORNIA, THE AMOUNT SPECIFIED ABOVE IN EQUAL MONTHLY INSTALLMENTS IN ACCORDANCE WITH THE SCHEDULE OF PAYMENTS ON THE REVERSE SIDE HEREOF, AND THE UNDERSIGNED FURTHER AGREES THAT ANY SALE OF THE PROPERTY HEREIN MENTIONED AND DESCRIBED SHALL TERMINATE THIS AGREEMENT AND ANY UNPAID BALANCE SHALL BECOME DUE AND PAYABLE IMMEDIATELY. FIRST INSTALLMENT DUE AND PAYABLE ON EXECUTION OF THIS AGREEMENT.

CITY OF SAN DIEGO
By G. E. ARNOLD
Assistant City Manager

OWNER'S
SIGNATURE S. M. LATTA
ADDRESS 815 Sapphire

APPROVED AS TO FORM:
J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney

DATE June 14, 1947

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

On this 16th day of June, A.D. Nineteen Hundred and 47 before me August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared S. M. Latta 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) AUGUST M. WADSTROM
Notary Public in and for the County of San Diego
State of California

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
6/14/47	\$5.00	6/14/47	4935
7/18/47	5.00		
8/18/47	5.00		
9/18/47	5.00		
10/18/47	5.00		
11/18/47	5.00		
12/18/47	5.00		
1/18/48	5.00		
2/18/48	5.00		
3/18/48	5.00		

RECORDED JUL 3 1947 55 Min. Past 1 P.M. in Book 2436 at Page 305 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY

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

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 Payment for Installation of Water Main Agreement; being Document No. 374927.

FRED W. SICK
City Clerk of The City of San Diego, California

By *Helen M. Willy* Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY : LOT 11 and 12
BLOCK 21 SUBDIVISION Kimball's
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Island
WATER MAIN HAS BEEN INSTALLED BETWEEN 25th St. AND 25th St.
TOTAL AMOUNT TO BE PAID Thirty-seven and 50/100 DOLLARS (\$37.50)
NO. OF EQUAL INSTALLMENTS One Payment of AMOUNT OF EACH \$7.50
5 Installments of INSTALLMENT 5.00

PURSUANT TO PROVISIONS OF ORDINANCE NO. 3063 (New Series) AND ORDINANCE NO. 3173 (New Series) OF THE ORDINANCES OF THE CITY OF SAN DIEGO, CALIFORNIA, PROVIDING FOR THE INSTALLATION OF PERMANENT WATER MAINS IN CITY STREETS AND ALLEYS AND THE METHOD OF PAYMENT OF SUCH INSTALLATIONS, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED PROPERTY FOR AND IN CONSIDERATION OF THE CITY OF SAN DIEGO'S INSTALLATION OF A PERMANENT WATER MAIN AS DESIGNATED HEREIN HEREBY AGREE TO PAY TO THE CITY OF SAN DIEGO, CALIFORNIA, THE AMOUNT SPECIFIED ABOVE IN EQUAL MONTHLY INSTALLMENTS IN ACCORDANCE WITH THE SCHEDULE OF PAYMENTS ON THE REVERSE SIDE HEREOF, AND THE UNDERSIGNED FURTHER AGREES THAT ANY SALE OF THE PROPERTY HEREIN MENTIONED AND DESCRIBED SHALL TERMINATE THIS AGREEMENT AND ANY UNPAID BALANCE SHALL BECOME DUE AND PAYABLE IMMEDIATELY. FIRST INSTALLMENT DUE AND PAYABLE ON EXECUTION OF THIS AGREEMENT.

CITY OF SAN DIEGO
By G. E. ARNOLD
Assistant City Manager

OWNER'S
SIGNATURE BENNIE MORA
ADDRESS 2547 Island Ave.

APPROVED AS TO FORM:
J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney

DATE June 5, 1947

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

On this 5th day of May, A.D. Nineteen Hundred and 47 before me August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Bennie Mora 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) AUGUST M. WADSTROM
Notary Public in and for the County of San Diego,
State of California

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
5/5/47	\$7.50	5/5/47	4894
7/5/47	5.00		
8/5/47	5.00		
9/5/47	5.00		
10/5/47	5.00		
11/5/47	5.00		
12/5/47	5.00		

RECORDED JUL 3 1947 55 Min. Past 1 P.M. in Book 2435 at Page 318 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY

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

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 Payment for Installation of Water Main Agreement; being Document No. 374928.

FRED W. SICK
City Clerk of The City of San Diego, California

By *Helen M. Wilby* Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT 8 & 9
BLOCK 2 SUBDIVISION Ocean Villa
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Sapphire Street
WATER MAIN HAS BEEN INSTALLED BETWEEN Mission Blvd. AND Bayard
TOTAL AMOUNT TO BE PAID Fifty and no/100 DOLLARS (\$50.00)
NO. OF EQUAL INSTALLMENTS 1 at AMOUNT OF EACH \$25.00
5 at INSTALLMENT 5.00

PURSUANT TO PROVISIONS OF ORDINANCE NO. 3053 (New Series) AND ORDINANCE NO. 3173 (New Series) OF THE ORDINANCES OF THE CITY OF SAN DIEGO, CALIFORNIA, PROVIDING FOR THE INSTALLATION OF PERMANENT WATER MAINS IN CITY STREETS AND ALLEYS AND THE METHOD OF PAYMENT OF SUCH INSTALLATIONS, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED PROPERTY FOR AND IN CONSIDERATION OF THE CITY OF SAN DIEGO'S INSTALLATION OF A PERMANENT WATER MAIN AS DESIGNATED HEREIN, HEREBY AGREE TO PAY TO THE CITY OF SAN DIEGO, CALIFORNIA, THE AMOUNT SPECIFIED ABOVE IN EQUAL MONTHLY INSTALLMENTS IN ACCORDANCE WITH THE SCHEDULE OF PAYMENTS ON THE REVERSE SIDE HEREOF, AND THE UNDERSIGNED FURTHER AGREES THAT ANY SALE OF THE PROPERTY HEREIN MENTIONED AND DESCRIBED SHALL TERMINATE THIS AGREEMENT AND ANY UNPAID BALANCE SHALL BECOME DUE AND PAYABLE IMMEDIATELY. FIRST INSTALLMENT DUE AND PAYABLE ON EXECUTION OF THIS AGREEMENT.

CITY OF SAN DIEGO
By G. E. ARNOLD
Assistant City Manager

OWNER'S
SIGNATURE SIDNEY J. NORRIS
ADDRESS 824 Sapphire St. - 9

APPROVED AS TO FORM:
J. F. DuPAUL, City Attorney
By J. H. MCKINNEY
Deputy City Attorney

DATE June 10, 1947

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

On this 11th day of June, A.D. Nineteen Hundred and 47 before me August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Sidney J. Norris 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.

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

(SEAL)

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
5/10/47	25.00	5/10/47	#4923
7/10/47	5.00		
8/10/47	5.00		
9/10/47	5.00		
10/10/47	5.00		
11/10/47	5.00		

RECORDED JUL 3 1947 55 Min. Past 1 P.M. in Book 2435 at Page 304 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY

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

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 Payment for Installation of Water Main Agreement; being Document No. 374929.

FRED W. SICK
City Clerk of The City of San Diego, California

By *Helen M. Wilby* Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT W. 20' of Lot 30, All of Lot 31 & E. 3' of Lot 32
BLOCK 74 SUBDIVISION Pacific Beach
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Beryl Street
WATER MAIN HAS BEEN INSTALLED BETWEEN Everts St. AND Daves St.
TOTAL AMOUNT TO BE PAID Forty-eight and no/100 DOLLARS (\$48.00)

NO. OF EQUAL INSTALLMENTS 1 at AMOUNT OF EACH \$8.00
 8 at INSTALLMENT 5.00

PURSUANT TO PROVISIONS OF ORDINANCE NO. 3063 (New Series) AND ORDINANCE NO. 3173 (New Series) OF THE ORDINANCES OF THE CITY OF SAN DIEGO, CALIFORNIA, PROVIDING FOR THE INSTALLATION OF PERMANENT WATER MAINS IN CITY STREETS AND ALLEYS AND THE METHOD OF PAYMENT OF SUCH INSTALLATIONS, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED PROPERTY FOR AND IN CONSIDERATION OF THE CITY OF SAN DIEGO'S INSTALLATION OF A PERMANENT WATER MAIN AS DESIGNATED HEREIN, HEREBY AGREE TO PAY TO THE CITY OF SAN DIEGO, CALIFORNIA, THE AMOUNT SPECIFIED ABOVE IN EQUAL MONTHLY INSTALLMENTS IN ACCORDANCE WITH THE SCHEDULE OF PAYMENTS ON THE REVERSE SIDE HEREOF, AND THE UNDERSIGNED FURTHER AGREES THAT ANY SALE OF THE PROPERTY HEREIN MENTIONED AND DESCRIBED SHALL TERMINATE THIS AGREEMENT AND ANY UNPAID BALANCE SHALL BECOME DUE AND PAYABLE IMMEDIATELY. FIRST INSTALLMENT DUE AND PAYABLE ON EXECUTION OF THIS AGREEMENT.

CITY OF SAN DIEGO
 By G. E. ARNOLD
 Assistant City Manager

OWNER'S
 SIGNATURE MRS. A. F. POST, JR.
 ADDRESS 1138 Beryl Street - 9

APPROVED AS TO FORM:
 J. F. DuPAUL, City Attorney
 By J. H. MCKINNEY
 Deputy City Attorney

DATE June 5, 1947

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

On this 5th day of May, A.D. Nineteen Hundred and 47 before me August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mrs. A. F. Post, Jr., 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) AUGUST M. WADSTROM
 Notary Public in and for the County of San Diego,
 State of California

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
5/5/47	\$8.00	5/5/47	4895
7/5/47	5.00		
8/5/47	5.00		
9/5/47	5.00		
10/5/47	5.00		
11/5/47	5.00		
12/5/47	5.00		
1/5/48	5.00		
2/5/48	5.00		

RECORDED JUL 3 1947 55 Min. Past 1 P.M. in Book 2435 at Page 319 of Official Records, San Diego Co., Cal.
 Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
 By Deputy A. S. GRAY

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

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 Payment for Installation of Water Main Agreement; being Document No. 374930.

FRED W. SICK
 City Clerk of The City of San Diego, California

By Helen M. Willy Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT all of 33 & W. 12' of 34
 BLOCK 52 SUBDIVISION Carr
 NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Island Avenue
 WATER MAIN HAS BEEN INSTALLED BETWEEN 27th St. AND 28th St.
 TOTAL AMOUNT TO BE PAID Twenty-eight and 13/100 DOLLARS (\$28.13)
 NO. OF EQUAL INSTALLMENTS 1 at AMOUNT OF EACH \$5.55
 4 at INSTALLMENT 5.52

PURSUANT TO PROVISIONS OF ORDINANCE NO. 3063 (New Series) AND ORDINANCE NO. 3173 (New Series) OF THE ORDINANCES OF THE CITY OF SAN DIEGO, CALIFORNIA, PROVIDING FOR THE INSTALLATION OF PERMANENT WATER MAINS IN CITY STREETS AND ALLEYS AND THE METHOD OF PAYMENT OF SUCH INSTALLATIONS, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED PROPERTY FOR AND IN CONSIDERATION OF THE CITY OF SAN DIEGO'S INSTALLATION OF A PERMANENT WATER MAIN AS DESIGNATED HEREIN, HEREBY AGREE TO PAY TO THE CITY OF SAN DIEGO, CALIFORNIA, THE AMOUNT SPECIFIED ABOVE IN EQUAL MONTHLY INSTALLMENTS IN ACCORDANCE WITH THE SCHEDULE OF PAYMENTS ON THE REVERSE SIDE HEREOF, AND THE UNDERSIGNED FURTHER AGREES THAT ANY SALE OF THE PROPERTY HEREIN MENTIONED AND DESCRIBED SHALL TERMINATE THIS AGREEMENT AND ANY UNPAID BALANCE SHALL BECOME DUE AND PAYABLE IMMEDIATELY. FIRST INSTALLMENT DUE AND PAYABLE ON EXECUTION OF THIS AGREEMENT.

CITY OF SAN DIEGO
 By G. E. ARNOLD
 Assistant City Manager

OWNER'S
 SIGNATURE LETHA O. WILLIAMS
 ADDRESS 2732 Island Avenue

APPROVED AS TO FORM:
 J. F. DuPAUL, City Attorney
 By J. H. MCKINNEY, Deputy City Attorney

DATE June 9, 1947

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

On this 9th day of June, A.D. Nineteen Hundred and 47 before me August M. Wadstrom, a Notary Public in and for said County, residing therein duly commissioned and sworn, personally appeared Letha O. Williams 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) AUGUST M. WADSTROM
 Notary Public in and for the County of San Diego,
 State of California

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
6/9/47	\$5.65	5/9/47	#4913
7/9/47	5.52		
8/9/47	5.52		
9/9/47	5.52		
10/9/47	5.52		

RECORDED JUL 3 1947 55 Min. Past 1 P.M. in Book 2436 at Page 303 of Official Records, San Diego Co., Cal.
 Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
 By Deputy A. S. GRAY

I certify that I have correctly transcribed this document in the above mentioned book.
 A. T. HOAR

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 Payment for Installation of Water Main Agreement; being Document No. 374931.

FRED W. SICK
 City Clerk of The City of San Diego, California

By Helen M. Willis Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT E. 45' of Lots 1 & 2
 BLOCK 70 SUBDIVISION University Heights
 NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Monroe
 WATER MAIN HAS BEEN INSTALLED BETWEEN Arizona AND Hamilton
 TOTAL AMOUNT TO BE PAID Forty-five and no/100 DOLLARS (\$45.00)
 NO. OF EQUAL INSTALLMENTS 9 at AMOUNT OF EACH INSTALLMENT \$5.00

PURSUANT TO PROVISIONS OF ORDINANCE NO. 3053 (New Series) AND ORDINANCE NO. 3173 (New Series) OF THE ORDINANCES OF THE CITY OF SAN DIEGO, CALIFORNIA, PROVIDING FOR THE INSTALLATION OF PERMANENT WATER MAINS IN CITY STREETS AND ALLEYS AND THE METHOD OF PAYMENT OF SUCH INSTALLATIONS, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED PROPERTY FOR AND IN CONSIDERATION OF THE CITY OF SAN DIEGO'S INSTALLATION OF A PERMANENT WATER MAIN AS DESIGNATED HEREIN, HEREBY AGREE TO PAY TO THE CITY OF SAN DIEGO, CALIFORNIA, THE AMOUNT SPECIFIED ABOVE IN EQUAL MONTHLY INSTALLMENTS IN ACCORDANCE WITH THE SCHEDULE OF PAYMENTS ON THE REVERSE SIDE HEREOF, AND THE UNDERSIGNED FURTHER AGREES THAT ANY SALE OF THE PROPERTY HEREIN MENTIONED AND DESCRIBED SHALL TERMINATE THIS AGREEMENT AND ANY UNPAID BALANCE SHALL BECOME DUE AND PAYABLE IMMEDIATELY. FIRST INSTALLMENT DUE AND PAYABLE ON EXECUTION OF THIS AGREEMENT.

CITY OF SAN DIEGO
 By G. E. ARNOLD
 Assistant City Manager

OWNER'S SIGNATURE LEONA YENAWINE
 ADDRESS c/o 4895 Felton St.
 (2521 Monroe Avenue)
 DATE June 11, 1947

APPROVED AS TO FORM:
 J. F. DuPAUL, City Attorney
 By J. H. McKINNEY
 Deputy City Attorney

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

On this 11th day of June, A.D. Nineteen Hundred and 47 before me Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Leona Yenawine 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) CLARK M. FOOTE JR.
 Notary Public in and for the County of San Diego,
 State of California

My Commission Expires March 17, 1951

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
5/11/47	\$5.00	5/11/47	4926
7/11/47	5.00		
8/11/47	5.00		
9/11/47	5.00		
10/11/47	5.00		
12/11/47	5.00		
1/11/48	5.00		
2/11/48	5.00		
3/11/48	5.00		

RECORDED JUL 3 1947 55 Min. Past 1 P.M. in Book 2436 at Page 292 of Official Records,
San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY

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

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 Payment for Installation of Water Main Agreement; being Document No. 374932.

FRED W. SICK

City Clerk of The City of San Diego, California

By Helen M. Willig Deputy

CITY OF SAN DIEGO

AGREEMENT

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, and

WHEREAS, S. L. CALLISON is the owner of Lot 1, Block 9, of Gardner.

NOW, THEREFORE, This AGREEMENT, signed and executed this 10 day of June, 1947, by S. L. Callison, I will, for and in consideration of the permission granted to remove 30 feet of curbing on 18th between A and B 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, 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.

S. L. CALLISON
1734 "C"

INDIVIDUAL ACKNOWLEDGMENT

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

On this 10 day of June, A.D. Nineteen Hundred and 47 before me Shirley F. Wilson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared S. L. Callison 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 Broadway Building, County of San Diego, State of California, the day and year in this certificate first above written.

SHIRLEY F. WILSON

(SEAL)

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

My Commission Expires August 21, 1948

I hereby approve the form of the foregoing agreement this 27th day of June, 1947.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUL 3 1947 55 Min. Past 1 P.M. in Book 2436 at Page 299 of Official Records,
San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY

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

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 S. L. Callison; being Document No. 374973.

FRED W. SICK

City Clerk of The City of San Diego, California

By Helen M. Willig Deputy

CITY OF SAN DIEGO

AGREEMENT

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, and

WHEREAS, EVA B. FOELSCHOW is the owner of Lots 13 & 14, Block 254, of Hoel's Subdivision, City of San Diego.

NOW, THEREFORE, This AGREEMENT, signed and executed this 30 day of June, by EVA B. FOELSCHOW, I will, for and in consideration of the permission granted to remove 25 feet of curbing on Main between Vista and Una 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.

And further agree that this agreement shall be binding on Eva B. Foelschow 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.

EVA B. FOELSCHOW
2408 Albatross

INDIVIDUAL ACKNOWLEDGMENT

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

On this 30th day of June, A.D. Nineteen Hundred and 47 before me W. L. Sprague, a Notary Public in and for said County; residing therein, duly commissioned and sworn, personally appeared Eva B. Foelschow 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) W. L. SPRAGUE
Notary Public in and for the County of San Diego,
State of California

My Commission Expires December 26, 1950

I hereby approve the form of the foregoing agreement this 3rd day of July, 1947.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUL 10 1947 40 Min. Past 11 A.M. in Book 2431 at Page 242 of Official Records,
San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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 Eva B. Foelschow; being Document No. 375020.

FRED W. SICK
City Clerk of The City of San Diego, California

By *Helen M. Willis* Deputy

CITY OF SAN DIEGO

AGREEMENT

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, and
WHEREAS, W. P. Fuller & Company (Unincorporated) is the owner of Lots C D E F G H I J, Block 25, of New San Diego.

NOW, THEREFORE, This AGREEMENT, signed and executed this 30th day of June, 1947, by W. P. Fuller & Company, I(We) we will, for and in consideration of the permission granted to remove 2 - 24 ft. of curbing on Front St. and Union St. between Market St. and Island St. 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.

And further agree that this agreement shall be binding on ourself 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.

W. P. FULLER & CO.
By P. A. SHERRARD
P. A. Sherrard, Manager
803 7th Avenue

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

On this 30th day of June, A.D. Nineteen Hundred and Forty Seven before me Clayton Raaka, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared P. A. Sherrard known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that said P. A. Sherrard 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) CLAYTON RAAKA
Notary Public in and for the County of San Diego,
State of California

My Commission Expires Mar. 20, 1951

I hereby approve the form of the foregoing agreement this 3rd day of July, 1947.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUL 10 1947 40 Min. Past 11 A.M. in Book 2431 at Page 351 of Official Records,
San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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 W. P. Fuller & Co.; being Document No. 375021.

FRED W. SICK

City Clerk of The City of San Diego, California

By Helen M. Wilby Deputy

CITY OF SAN DIEGO

AGREEMENT

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, and

WHEREAS, TOM HOLLINS is the owner of Lot 20-21-22-23- & 24, Block 5, of Hefden & Sundale Addition.

NOW, THEREFORE, This AGREEMENT, signed and executed this 1st day of JULY 1947, by TOM HOLLINS, I (We) will, for and in consideration of the permission granted to remove 2 - 20' feet of curbing on 3385 Sunrise Street between "F" Street and Federal Blvd. adjacent to the above described property, bind North of Sunrise to, and Federal 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 only 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.

TOM HOLLINS
2820 Ocean View Blvd.
San Diego (2) California

INDIVIDUAL ACKNOWLEDGMENT

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

On this 1st day of JULY, A.D. Nineteen Hundred and Forty Seven before me the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mr. Tom HOLLINS 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.

BERNARD CALLEGARI (SEAL)
Notary Public in and for the County of San Diego,
State of California

My Commission Expires April 30, 1950

I hereby approve the form of the foregoing agreement this 3rd day of July, 1947.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUL 10 1947 40 Min. Past 11 A.M. in Book 2431 at Page 257 of Official Records,
San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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 Tom Hollins; being Document No. 375022.

FRED W. SICK

City Clerk of The City of San Diego, California

By Helen M. Wilby Deputy

CITY OF SAN DIEGO

AGREEMENT

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, and

WHEREAS, JOHN HANSEN is the owner of Lot G, Block 174, of Hortons Add.

NOW, THEREFORE, This AGREEMENT, signed and executed this 30 day of June, by JOHN HANSEN, I will, for and in consideration of the permission granted to remove 20 feet of curbing on Island between 14th & 15th and 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.

And further agree that this agreement shall be binding on JOHN HANSEN 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.

JOHN HANSEN

INDIVIDUAL ACKNOWLEDGMENT

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

On this 30th day of June, A.D. Nineteen Hundred and forty-seven before me Harry McKinley, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared John Hansen 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)

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

My Commission Expires April 3, 1950

I hereby approve the form of the foregoing agreement this 3rd day of July, 1947.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUL 10 1947 40 Min. Past 11 A.M. in Book 2431 at Page 251 of Official Records,
San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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 Hansen; being Document No. 375023.

FRED W. SICK

City Clerk of The City of San Diego, California

By Helen M. Willyg Deputy

CITY OF SAN DIEGO

AGREEMENT

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, and WHEREAS, S. H. Perlmutter and Anna R. Perlmutter are the owners of Lot One (1), Block 18, of Sherman.

NOW, THEREFORE, This AGREEMENT, signed and executed this 2nd day of July, 1947, by S. H. Perlmutter & Anna R. Perlmutter, (We) We will, for and in consideration of the permission granted to replace 16 ft. of Driveway, 34 feet of Sidewalk, and 34 feet of curbing on Market between 14th St. and 15th St. 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.

And 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 agreement herein named.

S. H. and ANNA R. PERLMUTTER
507 Market Street, San Diego, Calif.

By S. H. PERLMUTTER
Owner

INDIVIDUAL ACKNOWLEDGMENT

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

On this 2nd day of July, A.D. Nineteen Hundred and Forty Seven before me _____ a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared S. H. Perlmutter 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.

(SEAL)

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

My Commission Expires January 26, 1951

I hereby approve the form of the foregoing agreement this 7th day of July, 1947.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUL 10 1947 40 Min. Past 11 A.M. in Book 2431 at Page 255 of Official Records,
San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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 S. H. & Anna R. Perlmutter; being Document No. 375229.

FRED W. SICK

City Clerk of The City of San Diego, California

By Helen M. Willyg Deputy

SATISFACTION OF CONTRACT

WHEREAS, all sums agreed to be paid by that certain contract made and entered into by and between Arthur W. Down Owner, and The City of San Diego, dated January 25th 1947, recorded in the office of the Recorder of San Diego County, California, on February 6th, 1947, in Book 2342, Page 80, of Official Records, have been paid.

THE CITY OF SAN DIEGO
By G. E. ARNOLD,
Assistant City Manager

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

On this 2nd day of July, A.D. Nineteen Hundred and Forty Seven before me August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared G. E. Arnold 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.

AUGUST M. WADSTROM (SEAL)
Notary Public in and for the County of San Diego,
State of California

RECORDED JUL 10 1947 40 Min. Past 11 A.M. in Book 2431 at Page 256 of Official Records,
San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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 Satisfaction of Contract from City of San Diego to Arthur W. Down; being Document No. 375239.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Willis Deputy

SATISFACTION OF CONTRACT

WHEREAS, all sums agreed to be paid by that certain contract made and entered into by and between Henry Bernstein Owner, and The City of San Diego, dated September 20th, 1946, recorded in the office of the Recorder of San Diego County, California, on October 15th, 1946, in Book 2259, Page 284, of Official Records, have been paid.

THE CITY OF SAN DIEGO
By G. E. ARNOLD
Assistant City Manager

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

On this 2nd day of July, A.D. Nineteen Hundred and Forty Seven before me August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared G. E. Arnold 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.

AUGUST M. WADSTROM (SEAL)
Notary Public in and for the County of San Diego,
State of California

RECORDED JUL 10 1947 40 Min. Past 11 A.M. in Book 2431 at Page 250 of Official Records,
San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By H. I. ERB

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 Satisfaction of Contract from City of San Diego to Henry Bernstein; being Document No. 375240.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Willis Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF THE
WORK PERFORMED AND MATERIALS FURNISHED BY
WALTER H. BARBER UNDER HIS CONTRACT FOR THE
CONSTRUCTION OF CERTAIN WATER MAINS, FIRE
HYDRANT, SEWERS, MANHOLES AND APPURTENANCES,
IN MISSION BEACH AND SANTA CLARA POINT, IN
THE CITY OF SAN DIEGO, CALIFORNIA.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by The City of San Diego that the work performed and materials furnished by Walter H. Barber under his contract for the construction of certain water mains, fire hydrant, sewers, manholes and appurtenances, in Mission Beach and Santa Clara Point, in The City of San Diego, California, and which contract is dated April 17, 1947, and is on

file in the office of the City Clerk of said City as Document No. 372870, have been performed and furnished to the satisfaction of the City Manager of said City on July 8, 1947.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on July 15, 1947, by resolution duly and regularly passed and adopted, officially accepted the said work performed and materials furnished by Walter H. Barber. A certified copy of the resolution of the City Council accepting said work is attached hereto and made a part of this notice the same as though fully set forth herein.

Dated at San Diego, California, this 15th day of July, 1947.

(SEAL)

THE CITY OF SAN DIEGO
By FRED W. SICK
City Clerk

RECORDED JUL 16 1947 21 Min. Past 9 A.M. in Book 2447 at Page 284 of Official Records,
San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy D. COLE

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

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; being Document No. 375448.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Willig Deputy

OPTION TO PURCHASE TAX-DEEDED LANDS

THIS AGREEMENT, made and entered into this 11th day of August, 1947, under and by virtue of the provisions of Division 1, Part 5, Chapter 8, Articles 1, 2 and 3 of the Revenue and Taxation Code of the State of California, as amended, by and between:

THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACTING BY AND THROUGH ITS BOARD OF SUPERVISORS,

and

Party of the First Part,

THE CITY OF SAN DIEGO, a Municipal Corporation in the County of San Diego, State of California,

Party of the Second Part,

W I T N E S S E T H:

WHEREAS, certain lands hereinafter described, situated in the County of San Diego, State of California, and also within the boundaries of The City of San Diego, have been tax-deeded to the State of California for delinquent County and City taxes and/or assessments; and

WHEREAS, said tax deeds include taxes levied by said City, the taxes of which are collected by officers of said County; and

WHEREAS, the Board of Supervisors of the County of San Diego and the City Council of The City of San Diego believe that it is for the best interests, both of the County of San Diego, that said property be sold into private ownership, to the end that said lands be restored to the assessment rolls of the parties hereto, or that said lands shall be devoted to public use by said City; and

WHEREAS, said lands are particularly described as follows:

Property Description
(As appears upon the County assessment roll, together with Certificate No. and date of sale to the State, and Deed No. and date of deed to the State)

Property Description	Sold to State	Cert. No.	Deeded to State	Deed No.
NEW SAN DIEGO:				
Lot E, Block 22,	5/28/35	24403	8/5/40	519

NOW, THEREFORE, pursuant to authority granted by Division 1, Part 5, Chapter 8, Articles 1, 2 and 3 of the Revenue and Taxation Code of the State of California, as amended, said Board of Supervisors hereby gives and grants unto said City of San Diego an option to purchase the above described lands upon the following terms and conditions, to-wit:

1. That said City shall have the right to exercise this option at any time within three years from the date hereof.

2. That this option is given to said City upon the express condition that, at the time said City exercises the same, it shall have a bona fide purchaser for said property, ready, willing and able to purchase the same, and said City shall, immediately following the exercise of this option, cause the said property to be resold and the title vested as of record in a third party, to the end that said land shall be reestablished on the assessment rolls of the County of San Diego, State of California, or that said property shall be devoted to public use by said City.

3. That this option is given in consideration of the payment by said City to the County of San Diego, by and through the Tax Collector of said County, of the following sums and at the times hereinafter set forth:

Property Description	Down Payment Aug. 11, 1947 (As of date of Execution of Agreement)	2nd Payment Aug. 11, 1948 (Anniversary Date of Agreement)	3rd Payment Aug. 11, 1949 (2nd Anniver- sary Date of Agreement)	Final Payment (Upon Exercise of Option)
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NEW SAN DIEGO:

Lot E; Block 22,	\$5.00	\$5.00	\$5.00	\$25.00
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PROVIDED, HOWEVER, that if said option is exercised prior to the due date of either the second or third payment above specified, such second or third payment, or both as the case may be, shall be cancelled, and shall not in that event be due or owing to said County; provided, further, that no installment payment made, other than the final payment above specified, shall be refunded in the event of redemption of the property, or for any other reason.

4. That said City shall have the right to exercise this option at any time during the term hereof as to any portion of said property which, as of the date of this agreement, has a separate valuation on the assessment roll of said County; provided, further, that said City shall have the right to exercise this option at any time during the term hereof as to any portion of a single lot, parcel or tract of said property, which lot, parcel or tract as of the date of this agreement has a separate valuation on the assessment roll of said County, Upon exercise of said option as to any portion of such separately valued lot, parcel or tract the final payment therefor shall be a sum which bears the same ratio to the final payment set forth in Paragraph 3 herein for the entire lot, parcel or tract from which said segregated portion is taken, as the assessed valuation of said segregated portion, placed thereon by the assessor at the time of segregation, bears to the assessed valuation of said entire lot, parcel or tract as of the date of this agreement. Any such segregation shall be made pursuant to Sections 4151 to 4155, inclusive, Revenue and Taxation Code, except that the sum of the valuations of the segregated portion and the remainder of the said lot, parcel or tract, may be greater but not less than the valuation as of the date of this agreement of the entire lot, parcel or tract.

5. That the price for which said County hereby agrees to sell its tax title to said property to said City shall be the aggregate amount of all payments made by said City pursuant to Paragraph 3 hereof.

6. That this is given to The City of San Diego under the terms and conditions of Division 1, Part 5, Chapter 8, Articles 1, 2 and 3 of the Revenue and Taxation Code of the State of California, as amended, and is intended to be and shall be construed as a statutory agreement designed to carry into effect said provisions of said Code and shall have no effect or force otherwise.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Diego, by resolution duly passed and adopted on the 11th day of August, 1947, has caused this agreement to be executed in quadruplicate, and The City of San Diego has caused this agreement to be executed in quadruplicate, by its City Manager, pursuant to Resolution No. 86675, adopted July 29, 1946, the day and year in this agreement first above written.

THE COUNTY OF SAN DIEGO, STATE
OF CALIFORNIA,

By DeGRAFF AUSTIN
Chairman, Board of Supervisors

ATTEST:

J. B. McLees, County Clerk
and Ex-officio Clerk of the
Board of Supervisors

By H. KLECKNER, Deputy
(SEAL)

THE CITY OF SAN DIEGO

By F. A. RHODES,
City Manager

The undersigned, Sam A. Claggett, Tax Collector of the County of San Diego, State of California, pursuant to Chapter 362, Statutes of 1943, and Chapter 409, Statutes of 1943 (Sec. 3794.2, Revenue and Taxation Code), having duly considered the above and foregoing agreement, and compared the same with the records of the County relating to the real property described therein, and being fully advised in the premises, hereby approves said agreement.

Dated AUG 5 1947.

SAM A CLAGGETT
Tax Collector of the County of
San Diego, State of California

The undersigned, Thomas H. Kuchel, Controller of the State of California, having duly considered the above and foregoing agreement and being fully advised in the premises, hereby approves said agreement.

Dated August 18th, 1947.

THOMAS H. KUCHEL, Controller of (SEAL)
the State of California,

Approved as to form
Date 8/6, 1947

By BERT FOSTER, Deputy

JAMES DON KELLER, District Attorney
in and for the County of San Diego
State of California.

By CARROLL H. SMITH
Deputy

J. F. DuPAUL, City Attorney

By THOMAS J. FANNING
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Option to Purchase Tax Deeded Lands - in New San Diego; being Document No. 376912.

FRED W. SICK

City Clerk of The City of San Diego, California

By Helen M. Willig Deputy

CONTRACT

NAVY DEPARTMENT

TRIPLICATE

SCHEDULE # 46389

REQUISITION NO. 246/34/48

BUREAU

S & A.

U. S. NAVY PURCHASING OFFICE

1206 SO. SANTEE ST.,

LOS ANGELES 15, CALIFORNIA

NEGOTIATED CONTRACT N-- 123 s 45075

ACTIVITY NAVAL AIR STATION,
SAN DIEGO, CALIFORNIA

THE CITY OF SAN DIEGO
(CONTRACTOR)

CONTRACT FOR DISPOSAL OF SEWAGE AMOUNT \$ EST. 4978.60
PLACE NAVAL AIR STATION, SAN DIEGO, CALIFORNIA

THIS CONTRACT, entered into as of 1 JULY, 1947, by and between the UNITED STATES OF AMERICA, hereinafter called the Government, represented by the contracting officer executing this contract and THE CITY OF SAN DIEGO (i) a corporation organized and existing under the laws of the State of CALIFORNIA (ii) a partnership consisting of (iii) an individual trading as _____ whose address is ROOM 253, CIVIC CENTER, SAN DIEGO, CALIFORNIA hereinafter called the Contractor.

WITNESSETH, that the parties hereto do mutually agree as follows:

GENERAL PROVISIONS

SECTION 1.---SCOPE OF CONTRACT.

The Contractor shall furnish and deliver all the articles and perform all the services as set forth in the attached Schedule, for the prices stated therein. The rights and obligations of the parties to this contract shall be subject to and governed by these General Provisions, the Schedule and the current edition of "General Specifications for the Inspection of Material," issued by the Navy Department, which is hereby incorporated in this contract. To the extent of any inconsistency between any specifications which are incorporated in this contract by reference (including "General Specifications for the Inspection of Material") and the General Provisions or the Schedule, the General Provisions and the Schedule shall control. To the extent of any inconsistency between the General Provisions and the Schedule, the Schedule shall control.

SECTION 2.---VARIATION IN QUANTITY.

No variation in the quantities called for in the Schedule will be accepted as compliance with this contract unless the variation has been caused by conditions of loading, shipping, packing, or allowances in manufacturing processes, and then only to the extent provided in the Schedule.

SECTION 3.---CHANGES.

(a) The contracting officer may at any time, by a written change order, and without notice to the sureties, make changes in any one or more of the following: (i) drawings, designs, or specifications; (ii) quantities or items of any spare parts list; (iii) method of shipment or packing; (iv) place of inspection, delivery, or acceptance; (v) time or rate of delivery, to the extent specified in the Schedule; and (vi) increases or decreases in the amount of services or articles to be furnished hereunder, to the extent specified in the Schedule. If the Schedule designates a bureau other than the Bureau of Supplies and Accounts as the "Bureau for Changes," such change orders may also be issued by the chief of such other bureau, or by his representatives duly authorized in writing, which authorization may be specific or general in its scope.

(b) If any such change affects the cost of, or the time required for, performance of this contract, an equitable adjustment shall be made by the contracting officer in the contract price or delivery schedule, or both.

(c) Any claim by the Contractor for adjustment under this section must be asserted to the contracting officer within 30 days from the date the change is ordered, or within further time as the contracting officer may allow. Failure to agree to the adjustment shall be a dispute concerning a question of fact within the meaning of the section of this contract entitled "Disputes." Nothing provided in this section, however, shall excuse the Contractor from proceeding with the contract as changed.

SECTION 4.---PAYMENTS.

Upon the submission of properly certified invoices or vouchers, the Contractor shall be paid the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the Contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

SECTION 5.---FEDERAL, STATE, AND LOCAL TAXES.

(a) Except as may be otherwise provided in the Schedule, the prices stated herein include all applicable Federal taxes in effect at the date of this contract and incurred in the performance of this contract.

(b) If, (i) after the date of this contract, the Federal Government shall impose or increase any duty or impost, or any excise, sales, use, or gross receipts tax, or any other tax directly applicable to the completed articles or work covered hereby or to the materials used in the manufacture or production of such completed articles or work, or directly upon the importation, production, processing, manufacture, construction, sale, or use of such articles, work or materials, and (ii) the Government, at the request of the Contractor, does not issue to the Contractor a tax-exemption certificate or furnish other proof of exemption with respect to such tax, and (iii) the Contractor is required by operation of law or by specific contractual obligation to bear the burden of such tax, then the prices stated herein shall be increased accordingly. If, by operation of law or otherwise, the Contractor is relieved in whole or in part from the payment of any tax included in the prices stated herein or from bearing its burden, the prices stated herein shall be correspondingly reduced. Invoices or vouchers covering any increase or reduction in price resulting from the application of this section shall state the amount thereof, as a separate added or deducted item, identifying the particular tax imposed or increased or reduced or eliminated.

(c) Nothing contained in this section shall be applicable to impositions, increases, reductions, or eliminations, after the date of this contract, of Federal transportation taxes, employment (or Social Security) taxes, income taxes, income surtaxes, excess-profit taxes, declared-value excess-profits taxes, capital stock taxes, or such other taxes as are not contemplated by paragraph (b) of this section.

(d) The prices stated herein exclude any State or local sales, use, or other tax directly applicable to the completed articles or work covered hereby. Upon request of the Contractor,

the Government shall furnish, for submission to the State or local taxing authorities, a certificate or similar evidence to assist the Contractor in attempting to obtain exemption from any such tax from which the Contractor or the transaction which is the subject of this contract is exempt.

SECTION 5.---INSPECTION.

(a) All articles, materials, and workmanship shall be subject to inspection and test by the Government during manufacture and at all other times and places, to the extent practicable. In case any articles are defective in material or workmanship, or are otherwise not in conformity with the requirements of this contract, the Government shall have the right to reject such articles or to require their correction. Rejected articles or articles requiring correction shall be removed by and at the expense of the Contractor promptly after notice and shall not be resubmitted for acceptance without concurrent notice of their prior rejection. The contracting officer may require delivery, at a reduction in price which is equitable in the circumstances, of articles which the Government has the right to reject.

(b) The Contractor shall provide and shall require subcontractors to provide an inspection system acceptable to the Naval Inspector. If any inspection or test is made by the Government on the premises of the Contractor or a subcontractor, the Contractor shall provide and shall require subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. Tests shall be as described herein and in the specifications. If articles are not ready at the time inspection is requested by the Contractor, the Government may charge to the Contractor any additional cost of inspection and test.

(c) Final inspection and acceptance shall be made at the time and place stated in the Schedule; Provided, however, that if no such statement is contained in the Schedule, final inspection and acceptance shall be at the point of delivery. Final inspection and acceptance shall be conclusive except with respect to latent defects or fraud and except with respect to the Government's rights under any guaranty.

SECTION 7.---MARKING OF SHIPMENTS.

The Contractor shall mark all its shipments under this contract in accordance with the current edition of "Navy Shipment Marking Handbook," issued by the Navy Department, Bureau of Supplies and Accounts. The applicable lot or item number, or both, shall be included in the markings prescribed for each shipment in addition to the contract number.

SECTION 8.---RESPONSIBILITY FOR ARTICLES TENDERED.

The Contractor shall be responsible for the articles or materials covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected articles or materials after notice of rejection. Where final inspection is at point of origin but delivery by the Contractor is at some other point, the Contractor's responsibility shall continue until delivery is accomplished.

SECTION 9.---GUARANTY.

The Contractor guarantees that at the time of delivery thereof the articles provided for under this contract will be free from any defects in material or workmanship and will conform to the requirements of this contract. Notice of any such defect or nonconformance shall be given by the Government to the Contractor within 1 year of the delivery of the defective or nonconforming article. If required by the Government within a reasonable time after such notice, the Contractor shall with all possible speed correct or replace the defective or nonconforming article or part thereof. When such correction or replacement requires transportation of the article or part thereof, shipping cost, not exceeding usual charges, from the delivery point to the Contractor's plant and return, shall be borne by the Contractor; the Government shall bear all other shipping cost. This guaranty shall then continue as to corrected or replacing articles or, if only parts of such articles are corrected or replaced, to such corrected or replacing parts, until 1 year after the date of redelivery. If the Government does not require correction or replacement of a defective or nonconforming article, the Contractor, if required by the contracting officer within a reasonable time after the notice of defect or nonconformance, shall pay such portion of the contract price of the article as is equitable in the circumstances.

SECTION 10.---PATENTS.

(a) The Contractor agrees to indemnify the Government, its officers, agents, servants, and employees, against liability including costs and expenses for infringement upon any Letters Patent of the United States (except Letters Patent issued upon an application which is now or may hereafter be ordered to be kept secret under the provisions of the act of October 5, 1917, as amended, 35 U.S.C. 42) occurring in the performance of this contract or arising (in respect only of inventions which are actually embodied in items manufactured or supplied hereunder, or are involved in the use, unless there be more than one practicable use, of such items) by reason of the use or disposal of such items by or for the account of the Government; excepting, however, infringements necessarily resulting from the Contractor's compliance with specifications (unless originating with the Contractor) now or hereafter forming a part of this contract or with specific written instructions given by the Contracting Officer for the purpose of directing the manner in which the Contractor shall perform this contract.

(b) The Contractor shall diligently and promptly report to the contracting officer in reasonable written detail (i) each claim of patent infringement asserted with respect to, and (ii) the identity and apparent pertinence of each adversely held domestic patent having a bearing or apparent bearing upon the subject matter or performance of this contract, which said claim or bearing has heretofore or shall hereafter prior to final settlement come to the attention of the Contractor's legal representatives or executive agents.

SECTION 11.---ASSIGNMENT OF CLAIMS.

(a) Except as otherwise provided in this section, no claim under this contract shall be assigned.

(b) If this contract is not classified as "Top Secret," "Secret," or "Confidential" and if it provides for payments aggregating \$1,000 or more, claims for moneys due or to become due the Contractor from the Government under this contract may be assigned, and may thereafter be further assigned, to a bank, trust company, or other financing institution, including

any Federal lending agency, pursuant to the provisions of the Assignment of Claims Act of 1940 (Public Law No. 811, 76th Congress). Payment to an assignee of any claim under this contract shall not be subject to reduction or set-off for any indebtedness of the Contractor to the Government arising independently of this contract.

(c) In no event shall copies of any plans, specifications, or other similar documents, relating to work under this contract and marked "Top Secret," "Secret," "Confidential," or "Restricted," be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive the same.

SECTION 12.---WALSH-HEALEY ACT.

If this contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount exceeding, or which may exceed, \$10,000, there are hereby incorporated by reference the representations and stipulations as set forth in regulations issued by the Secretary of Labor pursuant to the Walsh-Healey Public Contracts Act (Public Law No. 845, 74th Congress), such representations and stipulations being subject to all applicable regulations, exceptions, variations, tolerances, determinations, and exemptions of the Secretary of Labor which are now or may hereafter be in effect.

SECTION 13.---EIGHT-HOUR LAW.

If the section hereof entitled "Walsh-Healey Act" is inapplicable by its terms, this contract, to the extent it is of a character specified in the act of June 19, 1912 (U.S. Code, title 40, secs. 324 and 325), is subject to the following provisions:

No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the Contractor or any subcontractor contracting for any part of said work shall be required or permitted to work more than 8 hours in any one calendar day upon such work at the site thereof, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this section. The wages of every laborer and mechanic employed by the Contractor or any subcontractor engaged in the performance of this contract shall be computed on a basic day rate of 8 hours per day, and work in excess of 8 hours per day is permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay. For each violation of the requirements of this section a penalty of \$5 shall be imposed upon the Contractor for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than 8 hours upon said work without receiving compensation computed in accordance with this section, and all penalties thus imposed shall be withheld for the use and benefit of the Government: Provided, that this stipulation shall be subject in all respects to the exceptions and provisions of the act of June 19, 1912 (U.S. Code, title 40, secs. 324 and 325), relating to hours of labor, as modified by the provisions of section 303, Public Law No. 781, 75th Congress, approved September 9, 1940, relating to compensation for overtime.

SECTION 14.---CONVICT LABOR.

The Contractor in connection with the performance of this contract shall not employ any person undergoing sentence of imprisonment at hard labor.

SECTION 13. OVERTIME COMPENSATION OF LABORERS AND MECHANICS

SECTION 13 of the general provisions of this contract is hereby deleted and in lieu thereof the following section is substituted.

"If the section of this contract entitled 'Walsh-Healey Act' is inapplicable by its terms, this contract, to the extent it is of a character specified in the Act of June 19, 1912 (37 Stat. 138; U.S.C., Title 40, Secs. 324, 325), is subject to the following provisions:

'No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the contractor or any subcontractor contracting for any part of said work contemplated, shall be required or permitted to work more than eight hours in any one calendar day upon such work at the site thereof, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this article. The wages of laborer and mechanic employed by the contractor or any subcontractor engaged in the performance of this contract shall be computed on a basic day rate of eight hours per day and work in excess of the eight hours per day is permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of eight hours per day at not less than one and one-half times of the basic rate of pay. For each violation of the requirements of this Article a penalty of five dollars shall be imposed upon the contractor for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than eight hours upon said work without receiving compensation computed in accordance with this article, and all penalties thus imposed shall be withheld for the use and benefit of the government: Provided, that this stipulation shall be subject, in all respects to the exceptions and provisions of U.S. Code, Title 40, Sections 321, 324, 325, and 326, relating to hours of labor, as in part modified by the provisions of Section 303 of Public Act No. 781, 75th Congress, approved September 9, 1940, relating to compensation for overtime.'

PURCHASING ACTIVITY (NAME AND ADDRESS)

U.S. NAVY PURCHASING OFFICE, 1206 SOUTH SANTEE STREET, LOS ANGELES 15, CALIFORNIA			
REQUISITION NO.	BUREAU	DATE OF REQUISITION	CONTRACT NO.
245/34/48	S & A	5/30/47	N123S-45075
NEGOTIATION NO.	MATERIAL FOR	(STORES ACCOUNT NSA TITLE 13-X-: OR FINAL TITLE	
Sched. No. 45389		(SHIP OR ACCOUNT 245 NAS SD	51000
APPROPRIATION		ACTIVITY TO WHICH PUBLIC VOUCHER WILL BE ABSTRACTED	
17X0806.2 NSF (AC)		245 NAS SAN DIEGO, CALIFORNIA	
THE CITY OF SAN DIEGO	PURPOSE	SEWAGE DISPOSAL SERVICES FOR NAS,	
ROOM 253 CIVIC CENTER		SAN DIEGO, CALIFORNIA	
SAN DIEGO, CALIFORNIA (1)	ULTIMATELY	(APPROPRIATION	1781502.003 AN'48
	CHARGEABLE	(TITLE	

The articles or services to be furnished under the particular lot number, the price, the time and place of delivery thereof, the specifications and preference rating and any other special provisions pertaining thereto are as follows:

ITEM No.	ARTICLES OR SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Sewage disposal services during the period from 1 JULY 1947 to 30 JUNE 1948.				
				EST.	
1.	Services for the transportation, treatment and disposal of sewage of the Naval Air Station, San Diego, California	220 GAL.	MILLION	22.53	4978.50
	Payment for the transportation, treatment and disposal of the sewage of the United States Naval Air Station at North Island, shall be based upon the difference between the readings of the Master Meter located in San Diego, California, and the Meter located in the City of Coronado, California.				
	The rates for the transportation, treatment and disposal of sewage to be subject to such changes as may be approved by the authorized governing body of The City of San Diego.				
	Invoices, for services to be forwarded to the Public Works office (Utilities Section) Eleventh Naval District, San Diego, California, for verification and transmittal to activity concerned.				
	Preparation of Public Voucher and payment to be made by 50957.				
	The Government reserves the right to terminate contract upon thirty (30) days written notice to contractor.				
	PB 7/30/47	TOTAL	EST.	4978.50	

The quantities set forth are estimates only. The amounts which the contractor may be required to furnish and the government to accept hereunder shall be the amounts which shall from time to time be ordered hereunder by the ordering officer during the period of this contract. In any event, however, the government shall order supplies (services) hereunder having an aggregate value at the above unit prices of not less than \$22.53 and the government shall be entitled to order and the contractor shall be required to furnish supplies (services) hereunder having an aggregate value at the above unit prices of not more than \$4978.50. If the government orders and the contractor furnishes more than the foregoing maximum amount, the total quantity ordered and furnished shall be treated for all purposes as having been ordered and furnished under the terms of this contract and payment therefor shall be made at the unit price or prices.

NOTE TO ORDERING ACTIVITIES:

All activities issuing orders under indefinite quantity, open-end, or running term contracts shall specifically indicate the title and number of the appropriation or fund chargeable. More-over, each such order will include a note in the following form:

NOTE TO CONTRACTOR: The above appropriation data must be included on all invoices applying to this order. Failure to do so may delay payment.

SECTION 17.---NONDISCRIMINATION IN EMPLOYMENT.

The Contractor in performing work under this contract shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor shall include this section in all of its subcontracts. For the purposes of this section, subcontracts shall include all purchase orders and agreements to perform all or any part of the work, or to make or furnish any article, required for the performance of this contract, except purchase orders or agreements for the furnishing of standard commercial articles or raw materials.

SECTION 18.---OFFICIALS NOT TO BENEFIT.

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

SECTION 19.---COVENANT AGAINST CONTINGENT FEES.

The Contractor warrants that it has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul this contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fee. This warranty shall not apply to commissions payable by the Contractor upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

SECTION 20.---DISPUTES.

Except as otherwise specifically provided in this contract, all disputes concerning questions of fact which may arise under this contract, and which are not disposed of by mutual agreement, shall be decided by the contracting officer, who shall mail to the Contractor a written notification of his determination. Within 30 days from said mailing the Contractor may appeal to the Secretary of the Navy, whose decision shall be final and conclusive upon the parties. Pending decision of a dispute hereunder the Contractor shall diligently proceed with the performance of this contract.

SECTION 21.---DEFINITIONS.

(a) The term "Secretary of the Navy" includes any person authorized to act for him

other than the contracting officer.

(b) The term "the contracting officer" includes duly appointed successors and duly authorized representatives, and also includes, if this contract is made by the Bureau of Supplies and Accounts, the Chief of the Bureau of Supplies and Accounts and the Purchasing Officers in such Bureau.

(c) The term "Naval Inspector" means the person or persons charged with the duty of inspecting the articles, materials or workmanship under this contract on behalf of the Government.

This negotiated contract is made pursuant to the provisions of the First War Powers Act, 1941.

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

UNITED STATES OF AMERICA

DATE SIGNED BY

CONTRACTING OFFICER

AUG 20 1947

By

D. D. Dickinson, (SC) USN
D. D. DICKINSON, LIEUT.
CONTRACTING OFFICER

THE CITY OF SAN DIEGO

(Contractor)

By F. A. RHODES, City Mgr.-Civic Center-San Diego

NOTE.--In case of corporation, witnesses not required but certificate below must be completed.

CERTIFICATE

I, F. W. Sick certify that I am the City Clerk of the corporation named as contractor in the foregoing contract; that F. A. Rhodes who signed said contract on behalf of the contractor was then City Manager of said corporation; that said contract was duly signed for and in behalf of said corporation by authority by its governing body and is within the scope of its corporate powers.

F. W. SICK

(CORPORATE SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract - U.S.A. and City of San Diego for deposal of Sewage Naval Air Station; being Document No. 375935.

FRED W. SICK

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 7th day of August, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter referred to as the "City" and the COUNTY OF SAN DIEGO, a political subdivision, of the State of California, hereinafter referred to as the "County", WITNESSETH:

WHEREAS, The City of San Diego has established and is now maintaining a library for collecting and disseminating knowledge and information valuable to the various departments of the City and County governments and to the officers and employees of said City and County governments; and

WHEREAS, this library, known and designated as the Governmental Reference Library is being maintained and operated for the joint use and benefit of the officers and employees of the City and the County;

NOW, THEREFORE, It is agreed by and between the City and the County, as follows:

I.

That the City will continue to maintain and operate the Governmental Reference Library in a suitable room or suite of rooms in the Civic Center Building, in that portion of the building which is under control of the City of San Diego;

II.

It is further agreed that the same services, privileges and rights shall be given and extended to both the City and the County officers and employees using said Library;

III.

That the Librarian shall be an employee of The City of San Diego and be under Civil Service of said City, and said librarian shall at all times be responsible to the City Librarian.

IV.

It is understood and agreed that the City Librarian and the County Librarian shall make rules and regulations governing the use of the Governmental Reference Library and the use of the books, magazines, pamphlets, maps, etc., belonging to said library and all persons using said library shall comply with such rules and regulations.

V.

As a consideration for the use of the Governmental Reference Library by the County officers and employees, the County agrees to pay the City one-half of the annual amount expended by the City in maintaining and operating such library;

Provided however, that for the fiscal year 1947-48, the cost to the County shall not exceed the sum of \$2439.00, said payment to be made upon the adoption of this agreement by both the City and the County;

This contract covers the fiscal year 1947-48, beginning July 1, 1947 and ending June 30, 1948, and may be renewed from year to year as long as the operation of the Library is satisfactory to both parties.

VI. (CON'T)

VI.

In the event of the termination of this contract, the property belonging to the Library shall be divided as follows:

All books, magazines, pamphlets, maps etc., donated by any department of the City or by any officer or employee of the City, and all desks, shelves, files and other equipment of the Library shall become the property of the City or be returned to the Department or person who donated it, and all books, magazines, pamphlets, maps etc., donated by any departments of the County or by any officer or employee of the County, shall become the property of the County or be returned to the department or person who donated it.

It is further understood and agreed that books, magazines, pamphlets, maps, equipment etc., purchased from the joint funds furnished by the parties to this contract, shall be equally divided between the City and the County upon the termination of this contract, or if either desires to sell its interest upon the termination of the contract, the other party shall be given the first refusal as to the purchase thereof.

VII.

It is understood and agreed that the City Librarian, cooperating with the County Librarian shall keep a complete and accurate inventory of all property and show the source from which obtained and shall furnish an annual report covering purchases made and the number of volumes, books, magazines, pamphlets, maps etc., used by the City and the County of officers and employees; and such other information as the said Librarian shall deem of interest to the City and to the County.

IN WITNESS WHEREOF, The City of San Diego has caused this Agreement to be executed by its City Manager acting under and pursuant to Resolution No. 86734 of the City Council, duly and regularly adopted by said Council on the 5th day of August, 1947; and

THIS AGREEMENT is executed on behalf of the County of San Diego by the Chairman of its Board of Supervisors, pursuant to authority so to do contained in Resolution duly and regularly adopted by said Board of Supervisors on the 18th day of August, 1947.

DATED the day and year in this Agreement first above written.

THE CITY OF SAN DIEGO
By F. A. RHODES, City Manager

COUNTY OF SAN DIEGO
By DeGRAFF AUSTIN, Chairman
Its Board of Supervisors

(SEAL)

ATTEST:

J. B. McLEES, County Clerk
and ex-officio Clerk of Board
of Supervisors

M. Nasland, Deputy County Clerk

I HEREBY APPROVE the form and legality of the foregoing Agreement this 8th day of August, 1947.

J. F. DuPAUL, City Attorney,
By J. H. McKINNEY,
Deputy City Attorney

I HEREBY APPROVE the form and legality of the foregoing Agreement, this 12 day of August, 1947.

JAMES DON KELLER, District Attorney
By CARROLL H. SMITH
Deputy District Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with County of San Diego re Governmental Reference Library, Civic Center; being Document No. 376935.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Willy Deputy

FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 22nd day of August, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, by and through its Council, hereinafter sometimes designated as the City, and CARROLL & FOSTER, a co-partnership, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the payments at the unit prices stated in the Bid Schedule attached hereto, and by this reference made a part hereof, to be paid to the Contractor by the City, in manner and form as hereinafter in attached specifications provided, the Contractor hereby covenants and agrees to and with the City to furnish required materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of a 12-inch water main in 54th Street, El Cajon Boulevard to Adams Avenue, in the City of San Diego, California, all as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of said City on the 17th day of July, 1947, marked Document No. 375777, that true copies of said plans and specifications, together with true copies of Notice to Contractors, Instructions to Bidders and Proposal are hereto attached, and by reference thereto incorporated herein and made a part hereof.

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 obligations and covenants by the Contractor herein undertaken and agreed upon, the Contractor shall be paid at the unit prices stated in the Bid Schedule and as in the specifications attached hereto.

ARTICLE III. The Contractor hereby agrees that he will be bound by each and every part of the plans and specifications, and do and cause to be done all of said work and improvement as specified in the specifications and as shown upon the plans, as the same may be interpreted by the Hydraulic Engineer, Division of Development and Conservation of the Water Department of said City, subject to approval by the City Manager and by the Council, evidenced by Resolution.

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

ARTICLE V. The Contractor shall keep harmless and indemnify the City of San Diego, its officers and agents, from all damage, cost or expense that arises or results from infringement of patent right of any one for use by The City of San Diego, its officers or agents, of articles supplied by the Contractor under this contract, of which he is not patentee, or which he is not entitled to use or sell.

ARTICLE VI. The Contractor further agrees and covenants that neither the Contractor, nor any subcontractor, doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided for in this contract to be done, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day in violation of the provisions of Section 196 of the Charter of The City of San Diego; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed by the Contractor or by any subcontractor upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of said Section of the City Charter; and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done any alien, contrary to the provisions of Section 197 of the Charter of The City of San Diego, and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractor or any subcontractor, contrary to the provisions of said section, 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 laborers, workmen, and mechanics employed in the construction work contemplated by this contract shall be bona fide residents of The City of San Diego, to the extent that San Diego residents who are competent laborers, workmen, and mechanics of the various kinds or types required as available for employment at the minimum wages which the Contractor is hereby obligated to pay or at such higher wages as he is willing to pay.

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 that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the Contractor, or any subcontractor, in the performance of the work contemplated by this contract; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the Contractor, or by any subcontractor.

<u>Trade or Occupation</u>	<u>Per Diem Wages 8 Hours</u>
Air Tool Operator (Jackhammerman, Vibrator)	\$12.40
Laborer, Unskilled	10.80
Plumber	16.00
Power Equipment Operators:	
Bulldozer	15.20
Universal equipment	16.80
Mixer, Skip Type	14.20
Trenching Machine	15.80
Truck Driver, Less than 5 tons	11.40
Truck Driver, 5 to 10 tons	11.60
Truck Driver, 10 to 15 tons	12.00
Truck Driver, 15 to 20 tons	12.60
Truck Driver, Dump Truck, less than 4 yds.	11.40
Truck Driver, Dump Truck, 4 to 8 yds.	11.60
Foreman to receive not less than \$1.40 per diem above laborer.	

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$10.80 per diem of 8 hours.

For overtime, when the same is permitted by law, one and one-half times the foregoing rates. For work performed on Sundays and legal holidays as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

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

ARTICLE IX. In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies have been engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the Contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The Contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into, and is beyond the control of the Contractor, the City, pursuant to resolution of the City Council, may--

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than sixty (60) days; or
- (c) With the consent of the Contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the Contractor, terminate this contract.

If the contract is cancelled the Contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the Contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the Contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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 executed this contract, the day and year first hereinabove written.

(SEAL)

By THE CITY OF SAN DIEGO
HARLEY E. KNOX
CHARLES B. WINCOTE
ERNEST J. BOUD
VINCENT T. GODFREY
Members of the Council

ATTEST:

FRED W. SICK
City Clerk

By CARROLL & FOSTER
HARRY L. FOSTER

I hereby approve the form and legality of the foregoing contract this 25th day of August, 1947.

By J. F. DuPAUL, City Attorney
B. L. COMPARET
Deputy City Attorney

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That CARROLL & FOSTER, a co-partnership, as principal and MARYLAND CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of MARYLAND as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Four thousand three hundred fourteen dollars (\$4,314.00) (not less than one hundred per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego, for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 20th day of August, 1947.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish required materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of 12-inch water main in 54th Street, El Cajon Blvd. to Adams Ave., in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of The City of San Diego on the 17th day of July, 1947, marked Document No. 375777, and consisting of Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications, true copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done;

NOW, THEREFORE 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.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seals this 20th day of August, 1947, 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:

A. C. ANDERSON

By CARROLL & FOSTER
Principal
HARRY L. FOSTER
MARYLAND CASUALTY COMPANY. (SEAL)
Surety
By F. F. EDELEN
ITS ATTORNEY IN FACT

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

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 20th day of August, 1947, before me, C. T. Neill, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared F. F. Edelen, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of MARYLAND CASUALTY COMPANY, the corporation that executed the within instrument, and acknowledged to me that he subscribed the name of MARYLAND CASUALTY COMPANY thereto as principal and his own name as attorney in fact. I further certify that said instrument was executed by said F. F. Edelen as attorney in fact of MARYLAND CASUALTY COMPANY in my presence, and that his signature thereto is genuine.

WITNESS my hand and seal the day and year in this certificate first above written.
(SEAL) C. T. NEILL

Notary Public, in and for said County and State
I hereby approve the form of the within Bond this 25th day of August, 1947.

J. F. DuPAUL
City Attorney of the City of
San Diego
By B. L. COMPARET,
Deputy City Atty.

Approved by a majority of the members of the Council of The City of San Diego this 22nd day of August, 1947.

HARLEY E. KNOX
CHARLES B. WINCOTE
ERNEST J. BOUD
VINCENT T. GODFREY
Members of the Council

ATTEST:
FRED W. SICK (SEAL)
City Clerk

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That CARROLL & FOSTER, a co-partnership, as principal, and MARYLAND CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of MARYLAND as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Two thousand one hundred fifty-seven Dollars (\$2,157.00), (not less than fifty per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 20th day of August, 1947.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish required materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of 12-inch water main in 54th Street, El Cajon Blve. to Adams Ave., in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of said The City of San Diego on the 17th day of July, 1947, marked Document No. 375777, and consisting of Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications, true copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done;

And, whereas, the aforesaid penal sum of Two thousand one hundred fifty-seven Dollars (\$2,157.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work;

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 Chapter 3 of Division 5 of Title One of the Government Code of the State of California, 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 said Chapter 3, Division 5 of Title One of the Government Code.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of Civil Procedure of the State of California, 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 20th day of August, 1947, 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:
A. C. ANDERSON

CARROLL & FOSTER
Principal
By HARRY L. FOSTER (SEAL)
MARYLAND CASUALTY COMPANY
Surety
By F. F. EDELEN
ITS ATTORNEY IN FACT

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 20th day of August, 1947, 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

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 25th day of August, 1947.

J. F. DuPAUL

City Attorney of The City of San Diego

By B. L. COMPARET,
Deputy City Atty.

Approved by a majority of the members of the Council of The City of San Diego this 22nd day of August, 1947.

HARLEY E. KNOX
CHARLES B. WINCOTE
ERNEST J. BOUD
VINCENT T. GODFREY
Members of the Council

ATTEST:

FRED W. SICK
City Clerk

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract Carroll and Foster for Water Main in 54th Street; being Document No. 377045.

FRED W. SICK

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 27th day of August, 1947, 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 the firm of COATES AND HERFURTH, consulting actuaries of Los Angeles, California, party of the second part, WITNESSETH:

WHEREAS, it is necessary for the Board of Trustees of the Police and Firemen's Retirement Systems of The City of San Diego to retain the services of a competent consulting actuary for the fiscal year beginning July 1, 1947 and ending June 30, 1948; NOW, THEREFORE:

IN CONSIDERATION of the mutual promises, covenants and agreements hereinafter recited, the parties hereto agree as follows:

The party of the first part hereby retains and employs the party of the second part to

- (a) Make an actuarial valuation and report - said actuarial valuation to be made as of the date of June 30, 1947 (but using salaries effective July 1, 1947);
- (b) Perform such other duties and to make such other reports as are required by section 161 of the charter of The City of San Diego and to furnish such other help and consulting services as may be required by the Manager of The City of San Diego.

The party of the second part shall receive for its services for the time hereinabove stated, the sum of One Thousand Six Hundred Dollars (\$1,500.00) to be paid as follows:

- \$300.00 on or about September 30, 1947;
- 1000.00 when the report of valuation is finished and delivered; and
- 300.00 on June 30, 1948.

It is further agreed by the party of the first part that it will reimburse the party of the second part for necessary traveling expenses in connection with any trip to San Diego made at the request of the City Manager or the Board of Trustees of the Police and Firemen's Retirement Systems, in connection with any and all work under said contract.

IN WITNESS WHEREOF, this agreement is executed by the City Manager for and on behalf of The City of San Diego, pursuant to and under Resolution No. 86580 adopted July 29, 1947 authorizing such execution, and the party of the second part has caused this agreement to be executed, the day and year in this amendment first above written.

THE CITY OF SAN DIEGO
Party of the First Part,

By NEAL D. SMITH
Asst. City Manager

COATES AND HERFURTH
Party of the Second Part,

By CARL E. HERFURTH

I HEREBY APPROVE the form and legality of the foregoing Agreement this 27th day of August, 1947.

J. F. DuPAUL, 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 Agreement with Coates and Herfurth consulting actuaries, for services to Board of Trustees of Police and Firemen's Retirement Systems; being Document No. 377088.

FRED W. SICK

City Clerk of The City of San Diego, California

By *Helen M. Willig* Deputy

KNOW ALL MEN BY THESE PRESENTS, That ELECTRIC SUPPLIES DIST. CO., a co-partnership, as Principal and GREAT AMERICAN INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of NEW YORK as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO THOUSAND EIGHT HUNDRED SEVENTY-NINE and no/100 Dollars (\$2,879.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns,

~~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 August, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver to said City:

21,725 feet of lead covered cable in accordance with the specifications, referred to in said contract, and for the contract price therein set forth.

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

ELECTRIC SUPPLIES DIST. CO.,
a co-partnership,

By BART A. MURRAY
Partner
GREAT AMERICAN INDEMNITY COMPANY (SEAL)
Surety

By L. DOSTER
By E. K. JAMES
Attorneys-in-fact

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } ss.

On this 20th day of August in the year one thousand nine hundred and forty-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 acknowledged to me that such Corporation executed the same.

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

R. L. PAINE

(SEAL)

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

My Commission will Expire 1-12-50

I hereby approve the form of the within Bond, this 22nd day of August, 1947.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney

I hereby approve the foregoing bond this 22nd day of August, 1947.

NEAL D. SMITH
Asst. City Manager

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 20th day of August, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and herein-after sometimes designated as the City, and ELECTRIC SUPPLIES DIST. CO., a co-partnership, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

21,725 feet lead covered cable, in accordance with the specifications therefor filed in the office of the City Clerk of said City under Document No. 375254; provided, however, that said cable shall be paper insulated, lead sheathed instead of as called for in said specifications.

Said cable shall be delivered on reels containing the following footage:

Reel #1, 2325'; Reel #2 2320'; Reel #3 2695'; Reel #4 2375'; Reel #5 2425'; Reel #6, 2505'; Reel #7 2000'; Reel #8 2800'; and Reel #9, 3055'. Reels are loaned for transportation purposes and shall be returned to contractor by the City within 18 months, in good condition. Delivery: 210 days from and after the date of receipt of purchase order.

Said contractor hereby agrees to furnish and deliver said cable at the price of \$530.00 per 1000 feet, total price \$11,514.25. Said price does not include the California State Sales Tax which will be paid by the City.

If the manufacturer makes general increases to the trade in the price of the product, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by the contractor to the City, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances. Provided, however, that any increases to the City, allowed under above conditions; shall not exceed 10% of the prices quoted to the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to The City of San Diego.

Said City, in consideration of the furnishing and delivery of said lead cable by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said equipment by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of \$11,514.25, exclusive of California State Sales Tax. Payment will be made in accordance with purchase order and delivery.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 85768 of the Council authorizing such execution, and the contractor has caused this instrument to be executed the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By NEAL D. SMITH
Asst. City Manager
ELECTRIC SUPPLIES DIST. CO.
By BART A. MURRAY
Partner

I hereby approve the form and legality of the foregoing contract this 22nd day of Aug. 1947.

J. F. DuPAUL, 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 Electric Supplies Dist. Co. for furnishing 21,725 feet of lead covered cable; being Document No. 377118.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Willyg Deputy

LE A S E

THIS INDENTURE OF LEASE, made and entered into this 28th day of August, 1947, 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 ARNO W. MUELLER AND J. P. WITHEROW, co-partners, doing business as MUELLER TRUCK COMPANY, hereinafter sometimes designated as the Lessees, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and lease unto Arno W. Mueller and J. P. Witherow, co-partners, doing business as Mueller Truck Company, lessees as aforesaid, 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, the lands bordering and extending into the Bay of San Diego, and being a portion of those lands conveyed to The City of San Diego by the State of California under the provisions of that certain Act of the Legislature of the State of California, entitled, "An Act conveying certain tidelands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911, and as subsequently amended, particularly described as follows, to-wit:

Beginning at Government Station No. 300 on the U. S. Bulkhead Line, as said Bulkhead Line is now established for the Bay of San Diego, said Station No. 300 being the most westerly corner of that tideland area transferred to the U. S. Government and now known as U. S. Naval Station; thence following along the westerly boundary of said transferred area, first due east a distance of 85.61 feet to a corner point; thence north 0° 32' 40" west along the westerly line of said transferred area and its northwesterly prolongation a distance of 995.38 feet to the true point or place of beginning; thence continuing north 0° 32' 40" west a distance of 74.08 feet to a point; thence due east a distance of 275.73 feet to a point on a curve concave to the southwest having a radius of 2540 feet, the center of which bears south 29° 46' 28" west; thence southeasterly along the arc of said curve an arc distance of 142.28 feet to a point from which the center of said curve bears south 32° 59' 02" west; thence leaving said curve due west a distance of 396.48 feet, more or less, to the true point of beginning; containing 25,000 square feet of tideland area.

The said lands hereinabove described being shown on the map or plat designated as Drawing No. 211-B, dated May 1, 1947, attached hereto, marked "Exhibit A," and made a part hereof.

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said lessees for the period of twenty-five (25) years, beginning on the 1st day of Sept, 1947, and ending on the 31st day of Aug., 1972, unless sooner terminated as herein provided, at the following rentals:

For the first five-year portion of said term, three cents (3¢) per square foot per year;
For the second five-year portion of said term, four cents (4¢) per square foot per year;
For the third five-year portion of said term, five cents (5¢) per square foot per year;
For the fourth five-year portion of said term, six cents (6¢) per square foot per year; and
For the fifth and last five-year portion of said term, 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 adopted.

If at any time during the term of this lease the tenancy hereunder shall interfere with the use of any of the tidelands of San Diego Bay lying bayward of the bulkhead line as now established for navigation, commerce and the fisheries, or in any manner become inconsistent with the trust under which the said tidelands are held from the State of California, the City shall have the right to terminate this lease upon one year's notice and the payment to the lessees of reasonable compensation, which shall be based upon and limited to compensation for the actual value at the time of the termination of this lease of such buildings, structures and physical improvements placed upon the demised premises by the lessee as are authorized or permitted under the terms of this lease, but shall not be held to include or require compensation to be paid in any amount to the lessees for any damage to or interference

with the loss of business or franchise occasioned by any such termination.

In addition to the foregoing provisions, it is hereby agreed by the parties to this lease that the same is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That the demised premises shall be used for the purpose of constructing a garage thereon for trucks and trailers, and from which garage said trucks and trailers will operate.

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

(3) That upon the expiration of the terms of this lease, or upon the sooner termination thereof, except upon a termination for a cause entitling the lessees to be paid compensation for their buildings, structures and physical improvements placed upon the demised premises, as hereinabove provided, and which compensation shall have been paid to the lessees, the lessees shall have the right and shall be required to remove from said premises such buildings, structures, appliances and appurtenances as may have been constructed by them on said premises.

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

(5) 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 lessees 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 right or claim to damages or compensation therefor; provided, only, that said lessees shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvement.

(6) In the event the lessees shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above set forth, or shall fail or refuse to perform any of the obligations by them 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 City requiring the lessees to comply with the provisions of this lease in any and all respects wherein the lessees may be in default, then and in that event this lease shall terminate, and said lessees shall have no further rights hereunder, and said lessees shall thereupon forthwith remove from said premises and shall have no further right or claim thereto, and 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 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 lessees have hereunto subscribed their names, 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
Lessor.

By EMIL KLICKA
A. BORTHWICK
H. M. SMITH
Members of the Harbor Commission
of The City of San Diego

ARNO W. MUELLER
J. P. WITHEROW
Co-partners, doing business as
MUELLER TRUCK COMPANY
Lessees.

I hereby approve the form of the foregoing Lease this 2nd day of September, 1947.
J. F. DuPAUL, City Attorney

By _____
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Tidelands Lease - Mueller Truck Co.; being Document No. 377305.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Willis Deputy

CONSENT TO ASSIGNMENT OF LEASE

THE CITY OF SAN DIEGO hereby consents to the assignment by Larry Finley to Tom H. Haynes and Frank J. Guthrie of all his interest in that certain lease dated June 11, 1946 covering parcels 1, 1-A, 2 and 3 of the Bonita Bay area - said assignment bearing date of August 22, 1947.

Dated September 4, 1947.

THE CITY OF SAN DIEGO,
By F. A. RHODES,
City Manager

I HEREBY APPROVE the form and legality of the above Assignment, this 26th day of August, 1947.

J. F. DuPAUL, 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 Consent to Assignment of Lease - Bonita Bay Area; being Document No. 377314.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Willy DeputyA G R E E M E N T

THIS AGREEMENT, made and entered into this 2nd day of September, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation, party of the first part, and EARL F. BRIZENDINE, party of the second part, WITNESSETH:

WHEREAS, The City of San Diego on or about the 8th day of April, 1946, entered into a contract with the party of the second part for certain services in connection with condemnation suits for the acquisition of lands for the Mission Bay Recreation development, which contract is contained in Document No. 351026, on file in the office of the City Clerk of said City, and which said contract was extended for a period of four (4) months, pursuant to Resolution No. 84399, adopted October 22, 1946; and again extended for a period of six (6) months, pursuant to Resolution No. 85157, adopted February 4, 1947; and

WHEREAS, the City desires to extend said contract for an additional period of nine (9) months and approximately twenty-five (25) days, to-wit, from September 5, 1947, to and including June 30, 1948, for certain services in connection with condemnation suit for the acquisition of lands for an airport, condemnation suits for the acquisition of land for rights of way for Bonita Pipe Line, other condemnation suits, various quiet title suits now instituted and such as later may arise, and said party of the second part is willing to perform said services for the extended period, on the same terms and conditions as provided in said contract of April 8, 1946;

NOW, THEREFORE, in consideration of the premises and the mutual consent of the parties, said contract heretofore, to-wit, on the 8th day of April, 1946, entered into between The City of San Diego and Earl F. Brizendine, and which contract is contained in Document No. 351026, on file in the office of the City Clerk of said City, is hereby extended for a further period of nine (9) months and approximately twenty-five (25) days, to-wit, from September 5, 1947, to and including June 30, 1948, upon the same terms and conditions as provided in said contract; provided, however, that said services shall include services in connection with condemnation suit for the acquisition of lands for an airport, condemnation suits for the acquisition of land for rights of way for Bonita Pipe Line, other condemnation suits, various quiet title suits now instituted and such as later may arise.

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. 85819, authorizing such execution, and the second party has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
First Party.

By F. A. RHODES,
City Manager

EARL F. BRIZENDINE, Second Party.

I hereby approve the form and legality of the foregoing Agreement this 2 day of September, 1947.

J. F. DuPAUL, City Attorney
By THOMAS J. FANNING
Deputy City Attorney

Certificate No. 251

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.

Not to exceed \$4,558.00.

Dated Sept. 5, 1947.

J. McQUILKEN
R. W. GEFPE
Auditor and Comptroller of the City of San Diego,
Calif.

To be paid out of 100 Fund. Account 53.02-152
Purpose For Services as process server
Vendor E. F. Brizendine

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement - Earl F. Brizendine; being Document No. 377368.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Willy Deputy

(SEAL)

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

RIDER

To be attached to and made a part of
Encroachment Permit No. 119,370

TO

The City of San Diego,
San Diego, Calif.
Attention: Neal D. Smith, City Engr.

Complying with your request of Feb. 20, 1947 we are hereby amending above numbered permit as follows:

Date of completion extended to Oct. 1, 1947.

Except as amended, all other terms and provisions of the original permit shall remain in effect.

This rider must be attached to the original permit.

Dated at San Diego, Calif., Feb. 24, 1947.

G. T. McCOY
State Highway Engineer
E. E. WALLACE
District Engineer
Original Signed by
E. E. WALLACE
District Engineer

By

CC:GTM
HSC
MM
Permittee

(SEAL)

DIVISION OF HIGHWAYS
ENCROACHMENT PERMIT

TO

City of San Diego,
Civic Center,
San Diego 1, Calif.
Attention: Neal D. Smith, City Engr.

San Diego, California
July 10, 1946

In compliance with your request of 19 and subject to all the terms, conditions and restrictions written below or printed as general or special provisions on any part of this form

PERMISSION IS HEREBY GRANTED TO realign, reconstruct and improve the intersection of Fifth Avenue with South Harbor Drive, State Highway Road XI-SD-2-SD (US101) as shown and described in detail on City of San Diego drawings 5539-L and 5540-L titled Fifth Avenue and Harbor Drive and dated May 1, 1945.

All work, materials and methods shall be equal to State practice.

Your attention is called to the General Provisions number 1-27 and 43-45, inclusive, printed herein.

This permit is to be strictly construed and no work other than that specifically mentioned above is authorized hereby.

This permit shall be void unless the work herein contemplated shall have been completed before Dec. 31, 1946.

CC:GTM:HSC:MM:Permittee

Department of Public Works
DIVISION OF HIGHWAYS
G. T. McCOY
State Highway Engineer
Original Signed by
By E. E. WALLACE
District Engineer

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Encroachment Permit and Rider from State Division of Highways for improvements at 5th Avenue and Harbor Drive; being Document No. 377391.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Wilby Deputy

FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 11th day of September, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, by and through its Manager, hereinafter sometimes designated as the City, and CARROLL & FOSTER, a co-partnership, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the payments at the unit prices stated in the Bid Schedule attached hereto, and by this reference made a part hereof, to be paid to the Contractor by the City, in manner and form as hereinafter in attached specifications provided, the Contractor hereby covenants and agrees to and with the City to furnish required materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of Kensington Park Supply Line, Adams Avenue to Middlesex Drive, in the City of San Diego, California, as per Schedule all as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of said City on the 23rd day of July, 1947, marked Document No. 375872, that true copies of said plans and specifications, together with true copies of Notice to Contractors, Instructions to Bidders and Proposal are hereto attached, and by reference thereto incorporated herein and made a part hereof.

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 obligations and covenants by the Contractor herein undertaken and agreed upon, the Contractor shall be paid at the unit prices stated in the Bid Schedule and as in the specifications attached hereto.

ARTICLE III. The Contractor hereby agrees that he will be bound by each and every part of the plans and specifications, and do and cause to be done all of said work and improvement as specified in the specifications and as shown upon the plans, as the same may be interpreted by the Director of the Water Department of said City, subject to approval by the City Manager and by the Council, evidenced by Resolution.

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

ARTICLE V. The Contractor shall keep harmless and indemnify the City of San Diego, its officers and agents, from all damage, cost or expense that arises or results from infringement of patent right of any one for use by The City of San Diego, its officers or agents, of articles supplied by the Contractor under this contract, of which he is not patentee, or which he is not entitled to use or sell.

ARTICLE VI. The Contractor further agrees and covenants that neither the Contractor, nor any subcontractor, doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided for in this contract to be done, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day in violation of the provisions of Section 195 of the Charter of The City of San Diego; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed by the Contractor or by any subcontractor upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of said Section of the City Charter; and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done any alien, contrary to the provisions of Section 197 of the Charter of The City of San Diego; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractor or any subcontractor, contrary to the provisions of said section, 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 laborers, workmen, and mechanics employed in the construction work contemplated by this contract shall be bona fide residents of The City of San Diego, to the extent that San Diego residents who are competent laborers, workmen, and mechanics of the various kinds or types required are available for employment at the minimum wages which the Contractor is hereby obligated to pay or at such higher wages as he is willing to pay.

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 that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the Contractor, or any subcontractor, in the performance of the work contemplated by this contract; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the Contractor, or by any subcontractor:

Trade or Occupation	Per Diem Wages 8 Hours
Air Tool Operator (Jackhammerman, Vibrator)	\$12.40
Laborer, Unskilled	10.80
Plumber	15.00
Power Equipment Operators:	
Bulldozer	15.20
Universal equipment	16.80
Mixer, Skip Type	14.20
Trenching Machine	15.80
Truck Driver, Less than 5 tons	11.40
Truck Driver, 5 to 10 tons	11.60
Truck Driver, 10 to 15 tons	12.00
Truck Driver, 15 to 20 tons	12.60
Truck Driver, Dump Truck, less than 4 yds.	11.40
Truck Driver, Dump Truck, 4 to 8 yds.	11.60

Foreman to receive not less than \$1.40 per diem above laborer.

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$10.80 per diem of 8 hours.

For overtime, when the same is permitted by law, one and one-half times the foregoing rates. For work performed on Sundays and legal holidays as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, under and pursuant to a resolution of the City Council authorizing such execution, and the Contractor has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By F. A. RHODES,
City Manager
CARROLL & FOSTER
Contractor

By HARRY L. FOSTER, Partner

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

I hereby approve the form and legality of the fore-going contract this 15th day of September, 1947.

J. F. DuPAUL, City Attorney
By J. H. MCKINNEY
Deputy City Attorney

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That CARROLL & FOSTER, a co-partnership, as principal, and MARYLAND CASUALTY COMPANY a corporation organized and existing under and by virtue of the

laws of the State of Maryland as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Fifteen thousand four hundred sixty-one dollars (\$15,461.00) (not less than one hundred per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego, for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 11th day of September, 1947.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish required materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of Kensington Park Supply Line, in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of The City of San Diego on the 23rd day of July, 1947, marked Document No. 375872, and consisting of Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications, true copies of which plans and specifications are attached to said contract, and made a part thereof as in said contract provided and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done;

NOW, THEREFORE 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.

IN WITNESS WHEREOF, the said principal has hereunto subscribed his name, and the said surety has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first hereinabove written.

CARROLL & FOSTER

Principal

By HARRY L. FOSTER, Partner
MARYLAND CASUALTY COMPANY (SEAL)

Surety

By F. F. Edelen
F. F. EDELEN ITS ATTORNEY-IN-FACT

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 11th day of September, 1947, before me, C. T. Neill, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared F. F. Edelen, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of MARYLAND CASUALTY COMPANY, the corporation that executed the within instrument, and acknowledged to me that he subscribed the name of MARYLAND CASUALTY COMPANY thereto as principal and his own name as attorney in fact. I further certify that said instrument was executed by said F. F. Edelen as attorney in fact of MARYLAND CASUALTY COMPANY in my presence, and that his signature thereto is genuine.

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

C. T. NEILL

Notary Public, in and for said County and State

I hereby approve the form of the within Bond this 15th day of September, 1947.

J. F. DuPAUL, City Attorney

By J. H. MCKINNEY

Deputy City Attorney

I hereby approve the foregoing Bond this 15th day of September, 1947.

F. A. RHODES

City Manager

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That CARROLL & FOSTER, a co-partnership, as principal, and MARYLAND CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Maryland as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Seven thousand seven hundred thirty-two Dollars (\$7,732.00), (not less than fifty per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 11th day of September, 1947.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish required materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of Kensington Park Supply Line in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of said The City of San Diego on the 23rd day of July, 1947, marked Document No. 375872, and consisting of Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications, true copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done;

And, whereas, the aforesaid penal sum of Seven thousand seven hundred thirty-two Dollars (\$7,732.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work;

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 Chapter 3 of Division 5 of Title One of the Government Code of the State of California, 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 said Chapter 3, Division 5 of Title One of the Government Code.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of Civil Procedure of the State of California, 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 11th day of September, 1947, 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:
A. C. ANDERSON

CARROLL & FOSTER
Principal
By HARRY L. FOSTER, Partner
MARYLAND CASUALTY COMPANY (SEAL)

ATTEST:
A. C. ANDERSON

By F. F. Edelen
F. F. EDELEN
ITS ATTORNEY IN FACT

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 11th day of September, 1947, 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

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 15th day of September, 1947.

J. F. DuPAUL, City Attorney
By J. H. MCKINNEY
Deputy City Attorney

I hereby approve the foregoing Bond this 15th day of September, 1947.

F. A. RHODES
City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract Carroll and Foster; being Document No. 377540.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Willig Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT 4, 5 & 6
BLOCK 51 SUBDIVISION Carr's
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Island Avenue
WATER MAIN HAS BEEN INSTALLED BETWEEN 27th St AND 28th St.
TOTAL AMOUNT TO BE PAID Fifty-six and 25/100 DOLLARS. (\$56.25)
NO. OF EQUAL INSTALLMENTS 1 at AMOUNT OF EACH INSTALLMENT \$6.25
10 at \$5.00

Pursuant to provisions of Ordinance No. 3063 (New Series) and Ordinance No. 3173 (New Series) of the Ordinances of the City of San Diego, California, providing for the installation of permanent water mains in City streets and alleys and the method of payment of such installations, the undersigned owners of the above described property for and in consideration of the City of San Diego's installation of a permanent water main as designated herein, hereby agree to pay to the City of San Diego, California, the amount specified above in equal monthly installments in accordance with the schedule of payments on the reverse side hereof, and the undersigned further agrees that any sale of the property herein mentioned and described shall terminate this agreement and any unpaid balance shall become due and payable immediately. First installment due and payable on execution of this agreement.

CITY OF SAN DIEGO
By G. E. ARNOLD
Assistant City Manager
APPROVED AS TO FORM:
J. F. DuPAUL
City Attorney
By J. H. MCKINNEY
Deputy City Attorney

OWNER'S SIGNATURE MRS. MIKE OCHOA
ADDRESS 2779 Island Avenue
DATE June 23, 1947

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

On this 23rd day of June, A. D. Nineteen Hundred and 47 before me August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mrs. Mike Ochoa 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) AUGUST M. WADSTROM
Notary Public in and for the County of San Diego,
State of California

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
5/23/47	5.25	5/23/47	4970
7/23/47	5.00		
8/23/47	5.00		
9/23/47	5.00		
10/23/47	5.00		
11/23/47	5.00		
12/23/47	5.00		
1/23/48	5.00		
2/23/48	5.00		
3/23/48	5.00		
4/23/48	5.00		

RECORDED JUL 18 1947 50 Min. Past 9 A.M. in Book 2449 at Page 260 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

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

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 Payment for Installation of Water Main Agreement from Mrs. Mike Ochoa; being Document No. 375367.
FRED W. SICK

City Clerk of the San Diego, California

By Helen M. Wilbig Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT 57 & E. 18 1/2' of 58
BLOCK 1 SUBDIVISION North Highland Park
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Bramson Place
WATER MAIN HAS BEEN INSTALLED BETWEEN Boundary AND 33rd St.
TOTAL AMOUNT TO BE PAID Forty-three and 50/100 DOLLARS. (\$43.50)
NO. OF EQUAL INSTALLMENTS 1 at AMOUNT OF EACH INSTALLMENT \$5.00
7 at \$5.50

Pursuant to provisions of Ordinance No. 3063 (New Series) and Ordinance No. 3173 (New Series) of the Ordinances of the City of San Diego, California, providing for the installation of Permanent Water Mains in City streets and alleys and the method of payment of such installations, the undersigned owners of the above described property for and in consideration of the City of San Diego's installation of a permanent water main as designated herein, hereby agree to pay to the City of San Diego, California, the amount specified above in equal monthly installments in accordance with the schedule of payments on the reverse side hereof, and the undersigned further agrees that any sale of the property herein mentioned and described shall terminate this agreement and any unpaid balance shall become due and payable immediately. First installment due and payable on execution of this agreement.

CITY OF SAN DIEGO
By G. E. ARNOLD, Assistant City Manager

OWNER'S SIGNATURE W. C. HAMILTON
ADDRESS 3212 Bramson Place
DATE June 11, 1947

APPROVED AS TO FORM:
By J. F. DuPAUL, City Attorney
J. H. MCKINNEY
Deputy City Attorney

STATE OF CALIFORNIA, }
COUNTY OF SAN DIEGO } -SS.

On this 11th day of June, A.D. Nineteen Hundred and 47 before me August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. C. Hamilton 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) AUGUST M. WADSTROM
Notary Public in and for the County of San Diego,
State of California

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
5/11/47	\$5.00	5/23/47	4956
7/11/47	5.50		
8/11/47	5.50		
9/11/47	5.50		
10/11/47	5.50		
11/11/47	5.50		
12/11/47	5.50		
1/11/48	5.50		

RECORDED JUL 18 1947 50 Min. Past 9 A.M. in Book 2449 at Page 267 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

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

V. L. BAUS

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 Payment for Installation of Water Main Agreement from W. C. Hamilton; being Document No. 375358.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT Northly 150' of Easterly 275' Excepting Street of Lot 283
BLOCK SUBDIVISION Pueblo Lands
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Sherman
WATER MAIN HAS BEEN INSTALLED BETWEEN Banks St. AND Grant St.
TOTAL AMOUNT TO BE PAID One Hundred Sixty-----DOLLARS. (\$150.00)
NO. OF EQUAL INSTALLMENTS 10 AMOUNT OF EACH INSTALLMENT \$15.00

Pursuant to provisions of Ordinance No. 3053 (New Series) and Ordinance No. 3173 (New Series) of the Ordinances of the City of San Diego, California, providing for the installation of permanent water mains in City Streets and Alleys and the method of payment of such installations. The undersigned owners of the above described property for and in consideration of the City of San Diego's installation of a permanent water main as designated herein, hereby agree to pay to the City of San Diego, California, the amount specified above in equal monthly installments in accordance with the schedule of payments on the reverse side hereof, and the undersigned further agrees that any sale of the property herein mentioned and described shall terminate this agreement and any unpaid balance shall become due and payable immediately. First installment due and payable on execution of this agreement.

CITY OF SAN DIEGO

By G. E. ARNOLD
Assistant City Manager

APPROVED AS TO FORM:
J. F. DuPAUL, City Attorney

By J. H. MCKINNEY
Deputy City Attorney

STATE OF CALIFORNIA, }-SS.
COUNTY OF SAN DIEGO }

OWNER'S SIGNATURE CHRISTINA CAUDILLO
ADDRESS 950 Sherman

San Diego 10, California
DATE June 19, 1947

On this 19th day of June, A.D. Nineteen Hundred and 47 before me August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Christina Caudillo 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.

AUGUST M. WADSTROM

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

(SEAL)

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
5/19/47	15.00	5/19/47	4953
7/19/47	15.00		
8/19/47	15.00		
9/19/47	15.00		
10/19/47	15.00		
11/19/47	15.00		
12/19/47	15.00		
1/19/48	15.00		
2/19/48	15.00		
3/19/48	15.00		

RECORDED JUL 18 1947 50 Min. Past 9 A.M. in Book 2449 at Page 272 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

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

V. L. BAUS

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 Payment for Installation of Water Main Agreement from Christina Caudillo; being Document No. 375359.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

A G R E E M E N T

Regarding Dividing parcel of land into four parcels to permit a single family dwelling on each.

Regarding use of _____

STATE OF CALIFORNIA }SS.
COUNTY OF LOS ANGELES }

Forrest McKinley and May S. McKinley, after being first duly sworn, each for himself deposes and says:

That we are the owners of the hereinafter described real property:

Lot South one-quarter of East one-half of Lot 29, Block
Subdivision Ex-Mission Lands of San Diego (Horton's Purchase), located at 800 Block on Euclid Avenue.

THAT we desire to divide the above property into four parcels to permit a single family residence on each, and have applied for a zone variance under petition No. 4945, dated June 23, 1947;

THAT we, in consideration of approval granted by the City of San Diego to divide the above described property into four parcels to permit a single family residence on each by Zoning Committee Resolution No. 2366, dated July 2, 1947, do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that when and if the City requests it, an easement 30 ft. in width on the south line of the above described property shall be granted to the City for street purposes.

THAT this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

MAY S. McKINLEY
1511 No. Los Robles Ave.
Pasadena 5, Calif.

FORREST McKINLEY
1511 No. Los Robles Ave.
Pasadena 5, Calif.

On this 8 day of July A.D. Nineteen Hundred and forty-seven, before me, the undersigned A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Forrest McKinley and May S. Mc Kinley 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 City of Pasadena, County of Los Angeles, State of California, the day and year in this certificate first above written.

(SEAL)

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

My Commission Expires Jan. 14, 1948

RECORDED JUL 18 1947 50 Min. Past 9 A.M. in Book 2449 at Page 266 of Official Records,
San Diego Co. Cal.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

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

V. L. BAUS
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Forrest McKinley et ux. for dividing land at 800 Block on Euclid Avenue; being Document No. 375383.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willy Deputy

A G R E E M E N T

Regarding construction of Altering garage to residence.

Regarding use of _____
STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } SS.
CITY OF SAN DIEGO }

Thomas M. Lynn and Freda D. Lynn, after being first duly sworn, each for himself deposes and says:

That we are the owners of the hereinafter described real property:
Lot 4 and 5 Block 124
Subdivision City Heights, located at 3237 40th Street, San Diego

THAT we desire to alter a garage to a residence without the required 3 ft. side yard.
THAT we, in consideration of approval granted by the City of San Diego to alter a garage to a residence without the required sideyard, do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that these two lots will be retained in one ownership or will be sold only as one parcel of land as long as this building is used for living purposes.

THAT this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

THOMAS M. LYNN
3237 - 40th St.
San Diego 5

FREDA D. LYNN
3237 - 40th St.
San Diego 5, Calif.

On this 14th day of July A.D. Nineteen Hundred and forty-seven, before me, the undersigned A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Thomas M. Lynn and Freda D. Lynn known to me to be the person described in and whose name are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL)

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

My Commission Expires Dec. 1, 1947

RECORDED JUL 18 1947 50 Min. Past 9 A.M. in Book 2449 at Page 259 of Official Records,
San Diego Co. Cal.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS
I certify that I have correctly transcribed this document in above mentioned book.
V. L. BAUS

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Thomas M. Lynn et ux. relative to garage at 3237 - 40th Street; being Document No. 375434.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willyg Deputy

A G R E E M E N T

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, and

WHEREAS, James P. Witherow is _____ the owner of Lot One (1), Block 95, of Mannassee and Schiller's.

NOW, THEREFORE, This AGREEMENT, signed and executed this Eighth day of July, 1947, by James P. Witherow, I will, for and in consideration of the permission granted to remove 22 feet of curbing on Crosby between Main and Newton 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.

And further agree that this agreement shall be binding on myself, 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.

JAMES P. WITHEROW
1894 Main St.
San Diego

INDIVIDUAL ACKNOWLEDGMENT

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

On this fifteenth day of July, A.D. Nineteen Hundred and Forty Seven before me Ernest M. Newton, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared James P. Witherow known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

ERNEST M. NEWTON

(SEAL)

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

My Commission Expires March 27, 1951

I hereby approve the form of the foregoing agreement this 22nd day of July, 1947.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK,
Deputy City Attorney

RECORDED AUG 1 1947 45 Min. Past 12 P.M. in Book 2451 at Page 403 of Official Records,
San Diego Co., Cal.
Recorded at Request of Grantee.

ROGER N. HOWE, 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 James P. Witherow; being Document No. 375804.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willyg Deputy

A G R E E M E N T

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, and

WHEREAS, Robert D. Maxwell Co. is the owner of Lot 8, 9, and 10, Block C, of Middletown.

NOW, THEREFORE, This AGREEMENT, signed and executed this 15th day of July, 1947, by Robert D. Maxwell Co., I (We) we will, for and in consideration of the permission granted to remove and replace 24 feet of driveway, 75 feet of sidewalk and 75 feet of curbing on State Street between Broadway and C St. 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.

And 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 agreement herein named.

(SEAL) ROBERT D. MAXWELL CO.
By T. D. TRUMBO, President
ATTEST
V. C. GAMBLE

445 West Ash St.,
San Diego 1, Calif.

CORPORATION ACKNOWLEDGMENT

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

On this day 15th of July, A.D. Nineteen Hundred and forty seven, before me Neil W. Trace, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared T. D. Trumbo and V. C. Gamble, known to me to be the president and secretary of the corporation that executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

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

OFFICIAL SEAL
 NEIL W. TRACE (SEAL)
 Notary Public in and for the County of San Diego,
 State of California

My Commission Expires March 26, 1951

I hereby approve the form of the foregoing agreement this 22nd day of July, 1947.

J. F. DuPAUL, City Attorney
 By HARRY S. CLARK,
 Deputy City Attorney

RECORDED AUG 1 1947 45 Min. Past 12 P.M. in Book 2461 at Page 404 of Official Records,
 San Diego Co., Cal.
 Recorded at Request of Grantee

ROGER N. HOWE, 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 Robert D. Maxwell Co.; being Document No. 375805.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

A G R E E M E N T

Regarding maintenance of 4-unit apartment house with no sideyard.

Regarding use of

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

James P. Tate, after being first duly sworn, for himself deposes and says:

That I am the owner of the hereinafter described real property:

Lots 17, 18, 19 and 20 Block 336

Subdivision Choate's Addition, located at 3117 Ocean View Boulevard.

THAT I desire to maintain a 4-unit apartment house with no sideyard, located on Lots 19 and 20.

THAT I, in consideration of approval granted by the City of San Diego to maintain this apartment house with no sideyard, do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the above-mentioned property, Lots 19 and 20, and the adjoining 3 ft. of Lot 18, will be retained in the same ownership, and not be sold separately.

THAT this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

JAMES P. TATE
 3109 Ocean View Blvd.

On this 23rd day of July A.D. Nineteen Hundred and forty seven, before me, August M. Wadstrom A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared James P. Tate known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that James P. Tate 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) AUGUST M. WADSTROM
 Notary Public in and for the County of San Diego,
 State of California

RECORDED AUG 1 1947 45 Min. Past 12 P.M. in Book 2461 at Page 429 of Official Records,
 San Diego Co., Cal.
 Recorded at Request of Grantee

ROGER N. HOWE, 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 Agreement from James P. Tate relative to apartment house at 3117 Ocean View Boulevard; being Document No. 375830.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

A G R E E M E N T

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, and

WHEREAS, Leo R. Baker is the owner of Lot Eleven, Block 251, of Bergin Subdivision. NOW, THEREFORE, This AGREEMENT, signed and executed this 24th day of July, by Leo R. Baker, I (We) will, for and in consideration of the permission granted to remove 20 ft. feet of curbing on Main St. between Regal and Siva 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.

And 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 agreement herein named.

LEO R. BAKER
3376 - Main St.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 24th day of July, A.D. Nineteen Hundred and Forty Seven before me Thomas J. Golden, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Leo R. Baker known to me to be the person described in and whose name is suscribed 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.

THOMAS J. GOLDEN

(SEAL) Notary Public in and for the County of San Diego,
My Commission Expires April 15, 1950 State of California
RECORDED AUG 1 1947 45 Min. Past 12 P.M. in Book 2461 at Page 407 of Official Records,
San Diego Co, Cal.
Recorded at Request of Grantee

ROGER N. HOWE, 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 Leo R. Baker; being Document No. 375064.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

A G R E E M E N T

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, and

WHEREAS, Max I. Borenstein is the owner of Lot 45 (forty-six), Block 36, of Teralta Resubdivision.

NOW, THEREFORE, This AGREEMENT, signed and executed this 28 day of July, 1947, by Max Borenstein, I(We) I will, for and in consideration of the permission granted to remove 30 feet of curbing on Wilson between El Cajone Blvd. and Orange Ave. 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, 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.

MAX I. BORENSTEIN
3531 El Cajone Ave.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 28th day of July, A.D. Nineteen Hundred and forty seven before me Corinne E. Nelson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Max I Borenstein known to me to be the person described in and whose name is suscribed 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.

CORINNE E. NELSON

(SEAL) Notary Public in and for the County of San Diego,
My Commission Expires Jan. 30, 1950 State of California

I hereby approve the form of the foregoing agreement this 30th day of July, 1947.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK,

Deputy City Attorney

RECORDED AUG 1 1947 45 Min. Past 12 P.M. in Book 2461 at Page 408 of Official Records,
San Diego Co, Cal.
Recorded At request of Grantee

ROGER N. HOWE, 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 Max I. Borenstein; being Document No. 375065.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy

A G R E E M E N T

Regarding Dividing parcel of land into two lots, to permit one single family residence on each.

Regarding use of
STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } SS.
CITY OF SAN DIEGO }

Jerry C. Fox and Beverly D. Fox, after being first duly sworn, each for himself deposes and says:

That we are the owners of the hereinafter described real property:

Lot Portion of Villa Lot 136 Block
Subdivision Normal Heights (description on file in Planning Department office), located at Eugene Place

THAT we desire to divide a parcel of land with 103 ft. street frontage into two lots and to permit one single family residence on each, and have applied for a Zone Variance under petition No. 4921, dated June 15, 1947;

THAT we, in consideration of approval granted by the City of San Diego to divide the above-described property into two lots and to permit one single family residence on each by Zoning Committee Resolution No. 2397, dated July 15, 1947, do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that when the City requests it, we will grant an easement 30 ft, in width along the east line of the above-described property for the widening of Ward Road.

THAT this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

J. C. FOX
2321 Polk Ave.

BEVERLEY D. FOX
2321 Polk Ave.

On this 29th day of July A.D. Nineteen Hundred and Forty Seven, before me, Mabel C. Stevens A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. C. and Beverley D. Fox known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that J. C. Fox and Beverley D. Fox 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)

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

My Commission Expires Jan. 14, 1949

RECORDED AUG 12 1947 30 Min. Past 9 A.M. in Book 2470 at Page 153 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Jerry C. Fox et ux. relative to use of portion of Villa Lot 136, Normal Heights; being Document No. 375126.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy

A G R E E M E N T

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, and

WHEREAS, Benjamin H. Fish is the owner of Lots One (1) Two (2) and Three (3), Block 13, of Morrison's Marcene Park.

NOW, THEREFORE, This AGREEMENT, signed and executed this 31st day of July, 1947, by Benjamin H. Fish, I will, for and in consideration of the permission granted to remove 30 feet of curbing on Market Street between Denby and 43rd Streets and 30 ft. on 43rd Street between Market and J Streets 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.

And further agree that this agreement shall be binding on Myself, 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.

BENJAMIN H. FISH
3805 Louisiana

I N D I V I D U A L A C K N O W L E D G M E N T

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

On this 31st day of July, A.D. Nineteen Hundred and Fourty seven before me John C. McKusick, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Benjamin H. Fish known to me to be the person described in and whose name is suscribed 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.

JOHN C. MCKUSICK

(SEAL)

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

My Commission Expires Jan. 20, 1950

I hereby approve the form of the foregoing agreement this 1st day of August, 1947.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK, Deputy City Attorney

RECORDED AUG 12 1947 30 Min. Past 9 A.M. in Book 2469 at Page 264 of Official Records, San Diego Co., Cal. Recorded at Request of Grantee

ROGER N. HOWE, County Recorder By Deputy H. I. ERB

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

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 Benjamin H. Fish; being Document No. 375128.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

AGREEMENT

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, and

WHEREAS, Ed Sickels is the owner of Lot Six, Block 30, of Middletown.

NOW, THEREFORE, This AGREEMENT, signed and executed this 24th day of July, 1947, by Ed Sickels, I(We) I will, for and in consideration of the permission granted to remove 36 feet of curbing on Cedar between Kettner and India 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.

And further agree that this agreement shall be binding on myself, 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.

ED SICKELS 1501 Ketner Blvd.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 24th day of July, A.D. Nineteen Hundred and forty-seven before me Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ed Sickels known to me to be the person described in and whose name is suscribed 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.

CLARK M. FOOTE, JR.

(SEAL)

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

My Commission Expires March 17, 1951

I hereby approve the form of the foregoing agreement this 1st day of August, 1947.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK, Deputy City Attorney

RECORDED AUG 12 1947 30 Min. Past 9 A.M. in Book 2469 at Page 270 of Official Records, San Diego Co., Cal. Recorded at Request of Grantee

ROGER N. HOWE, County Recorder By Deputy H. I. ERB

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

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 Ed Sickels; being Document No. 375129.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT Sly. 115' of Nly 700' of W 381.97' Lot 37 BLOCK SUBDIVISION La Mesa Colony NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Sixty-ninth Street WATER MAIN HAS BEEN INSTALLED BETWEEN Saranac AND Mandalay TOTAL AMOUNT TO BE PAID One Hundred-fifteen-----DOLLARS. (\$115.00) NO. OF EQUAL INSTALLMENTS 11 AMOUNT OF EACH INSTALLMENT \$10.00 1 5.00

Pursuant to provisions of Ordinance No. 3053 (New Series) and Ordinance No. 3173 (New Series) of the Ordinances of The City of San Diego, California, providing for the installation of permanent water mains in City Streets and Alleys and the method of payment of such installations, the undersigned owners of the above described property for and in consideration of The City of San Diego's installation of a permanent water main as designated herein, hereby agree to pay to The City of San Diego, California, the amount specified above in equal monthly installments in accordance with the Schedule of payments on the reverse side hereof, and the undersigned further agrees that any sale of the property herein mentioned and described shall terminate this agreement and any unpaid balance shall become due and payable immediately. First installment due and payable on execution of this agreement.

City of San Diego
By NEAL D. SMITH,
Assistant City Manager

OWNER'S SIGNATURE DWIGHT L. WILLIAMSON
ADDRESS 3557 44th St.
(5136 69th St.)

Approved as to form:
J. F. DuPAUL, City Attorney
By J. H. MCKINNEY
Deputy City Attorney

DATE July 15, 1947

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

On this 21st day of July, A.D. Nineteen Hundred and 47 before me August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Dwight L. Williamson 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)

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

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
7/15/47	\$10.00	7/21/47	5131
8/15/47	10.00		
9/15/47	10.00		
10/15/47	10.00		
11/15/47	10.00		
12/15/47	10.00		
1/15/48	10.00		
2/15/48	10.00		
3/15/48	10.00		
4/15/48	10.00		
5/15/48	10.00		
6/15/48	5.00		

RECORDED AUG 12 1947 30 Min. Past 9 A.M. in Book 2469 at Page 264 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB.

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

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 Payment for Installation of Water Main Agreement from Dwight L. Williamson; being Document No. 376136.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT 3
BLOCK 4 SUBDIVISION Overlook Heights
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Ellsworth Street
WATER MAIN HAS BEEN INSTALLED BETWEEN Monitor Road AND Elevation Road
TOTAL AMOUNT TO BE PAID Thirty-seven and 50/100.....DOLLARS. (\$37.50)
NO. OF EQUAL INSTALLMENTS 5 AMOUNT OF EACH INSTALLMENT \$5.00
1 7.50

Pursuant to provisions of Ordinance No. 3053 (New Series) and Ordinance No. 3173 (New Series) of the Ordinances of The City of San Diego, California, providing for the installation of permanent water mains in City Streets and Alleys and the method of payment of such installations, the undersigned owners of the above described property for and in consideration of The City of San Diego's installation of a permanent water main as designated herein, hereby agree to pay to The City of San Diego, California, the amount specified above in equal monthly installments in accordance with the schedule of payments on the reverse side hereof, and the undersigned further agrees that any sale of the property herein mentioned and described shall terminate this agreement and any unpaid balance shall become due and payable immediately. First installment due and payable on execution of this agreement.

City of San Diego
By NEAL D. SMITH,
Assistant City Manager

OWNER'S SIGNATURE FRANK W. SECHRIST
ADDRESS 5122 Ellsworth Street

Approved as to form:
J. F. DuPAUL, City Attorney
By J. H. MCKINNEY
Deputy City Attorney

DATE July 15, 1947

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

On this 21st day of July, A.D. Nineteen Hundred and 47 before me August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Frank W. Sechrist 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) AUGUST M. WADSTROM
 Notary Public in and for the County of San Diego,
 State of California

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
7-15-47	5.00	7-21-47	5130
8-15-47	5.00		
9-15-47	5.00		
10-15-47	5.00		
11-15-47	5.00		
12-15-47	5.00		
1-15-48	7.50		

RECORDED AUG 12 1947 30 Min. Past 9 A.M. in Book 2469 at Page 270 of Official Records, San Diego Co., Cal.
 Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
 By Deputy H. I. ERB

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

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 Payment for Installation of Water Main Agreement from Frank W. Sechrist; being Document No. 378137.

FRED W. SICK
 City Clerk of The City of San Diego, California
 By Helen M. Willey Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT W 150' of E 450' of N 1/2 of NE 1/4 Lot 5
 BLOCK SUBDIVISION Rancho Ex Mission
 NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Juniper
 WATER MAIN HAS BEEN INSTALLED BETWEEN Sumac AND Modesto
 TOTAL AMOUNT TO BE PAID One Hundred-fifty-----DOLLARS. (\$150.00)
 NO. OF EQUAL INSTALLMENTS: 1 AMOUNT OF EACH INSTALLMENT \$15.00
 10 12.00
 1 10.00

Pursuant to provisions of Ordinance No. 3053 (New Series) and Ordinance No. 3173 (New Series) of the Ordinances of The City of San Diego, California, providing for the installation of permanent water mains in City Streets and Alleys and the method of payment of such installations. The undersigned owners of the above described property for and in consideration of The City of San Diego's installation of a permanent water main as designated herein, hereby agree to pay to The City of San Diego, California, the amount specified above in equal monthly installments in accordance with the schedule of payments on the reverse side hereof, and the undersigned further agrees that any sale of the property herein mentioned and described shall terminate this agreement and any unpaid balance shall become due and payable immediately. First installment due and payable on execution of this agreement.

City of San Diego
 By NEAL D. SMITH,
 Assistant City Manager

OWNER'S SIGNATURE MAXINE V. PHILLIPS
 ADDRESS 4225 Juniper

Approved as to form:
 J. F. DuPAUL, City Attorney
 By J. H. MCKINNEY,
 Deputy City Attorney

DATE June 30, 1947

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

On this 30th day of June, A.D. Nineteen Hundred and 47 before me August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Maxine V. Phillips 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) AUGUST M. WADSTROM
 Notary Public in and for the County of San Diego, State of California

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
5/30/47	\$15.00	5/30/47	4995
8/10/47	12.50		
9/10/47	12.50		
10/10/47	12.50		
11/10/47	12.50		
12/10/47	12.50		

SCHEDULE OF PAYMENTS (CON'T)

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
1/10/48	\$12.50		
2/10/48	12.50		
3/10/48	12.50		
4/10/48	12.50		
5/10/48	12.50		
6/10/48	10.00		

RECORDED AUG 12 1947 30 Min. Past 9 A.M. in Book 2469 at Page 265 of Official Records, San Diego Co, Cal.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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

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 Payment for Installation of water Main Agreement from Maxine V. Phillips; being Document No. 376138.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Wilby Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT SLY 115' of N 470' Lot 37
BLOCK SUBDIVISION La Mesa Colony
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED 59th Street
WATER MAIN HAS BEEN INSTALLED BETWEEN Saranac AND Mandalay Road
TOTAL AMOUNT TO BE PAID One Hundred and Fifteen DOLLARS. (\$115.00)
NO. OF EQUAL INSTALLMENTS \$5.00 Cash and 11 payts. of \$10.00 AMOUNT OF EACH INSTALLMENT \$10.00 each

Pursuant to provisions of Ordinance No. 3053 (New Series) and Ordinance No. 3173 (New Series) of the Ordinances of The City of San Diego, California, providing for the installation of permanent water mains in City Streets and Alleys and the method of payment of such installations. The undersigned owners of the above described property for and in consideration of The City of San Diego's installation of a permanent water main as designated herein, hereby agree to pay to The City of San Diego, California, the amount specified above in equal monthly installments in accordance with the schedule of payments on the reverse side hereof, and the undersigned further agrees that any sale of the property herein mentioned and described shall terminate this agreement and any unpaid balance shall become due and payable immediately. First installment due and payable on execution of this agreement.

City of San Diego
By NEAL D. SMITH,
Assistant City Manager

OWNER'S SIGNATURE HOWARD C. HOLWAY
ADDRESS 5130 59th Street

Approved as to form:

J. F. DuPAUL, City Attorney
By J. H. MCKINNEY
Deputy City Attorney

DATE 7-14-47

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

On this 14th day of July, A.D. Nineteen Hundred and 47 before me August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Howard C. Holway 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)

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

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
7-14-47	\$5.00	7-14-47	5099
8-14-47	10.00		
9-14-47	10.00		
10-14-47	10.00		
11-14-47	10.00		
12-14-47	10.00		
1-14-48	10.00		
2-14-48	10.00		
3-14-48	10.00		
4-14-48	10.00		
5-14-48	10.00		
6-14-48	10.00		

RECORDED AUG 12 1947 30 Min. Past 9 A.M. in Book 2469 at Page 271 of Official Records, San Diego Co., Cal.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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

M. L. PAIGE
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 Payment for Installation of Water Main Agreement from Howard C. Holway; being Document No. 375139.

FRED W. SICK
City Clerk of The City of San Diego, California,

By Helen M. Willy Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOTS 27 and 28
BLOCK 220 SUBDIVISION Pacific Beach
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Hornblend Street
WATER MAIN HAS BEEN INSTALLED BETWEEN Fanuel St. AND Gresham St.
TOTAL AMOUNT TO BE PAID Fifty DOLLARS. (\$50.00)
NO. OF EQUAL INSTALLMENTS 5 AMOUNT OF EACH INSTALLMENT \$10.00

Pursuant to provisions of Ordinance No. 3053 (New Series) and Ordinance No. 3173 (New Series) of the Ordinances of The City of San Diego, California, providing for the installation of permanent water mains in City Streets and Alleys and the method of payment of such installations. The undersigned owners of the above described property for and in consideration of The City of San Diego's installation of a permanent water main as designated herein, hereby agree to pay to The City of San Diego, California, the amount specified above in equal monthly installments in accordance with the schedule of payments on the reverse side hereof, and the undersigned further agrees that any sale of the property herein mentioned and described shall terminate this agreement and any unpaid balance shall become due and payable immediately. First installment due and payable on execution of this agreement.

City of San Diego
By NEAL D. SMITH,
Assistant City Manager

OWNER'S SIGNATURE JOSEPH HAVLIK, JR.
ADDRESS 1352 Hornblend St.

Approved as to form:
J. F. DuPAUL, City Attorney
By J. H. MCKINNEY
Deputy City Attorney

DATE July 2, 1947

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

On this 2nd day of June, A.D. Nineteen Hundred and 47 before me August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Joseph Havlik, 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.

(SEAL)

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

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
7/2/47	\$10.00	7/2/47	5004
8/2/47	10.00		
9/2/47	10.00		
10/2/47	10.00		
11/2/47	10.00		

RECORDED AUG 12 1947 30 Min. Past 9 A.M. in Book 2470 at Page 152 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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

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 Payment for Installation of Water Main Agreement from Joseph Havlik, Jr.; being Document No. 375140.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willy Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT 20 & 21
BLOCK C SUBDIVISION Boulevard Heights
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Viola
WATER MAIN HAS BEEN INSTALLED BETWEEN Morena AND Lillian
TOTAL AMOUNT TO BE PAID Thirty Seven and 50/100 DOLLARS. (\$37.50)
NO. OF EQUAL INSTALLMENTS One AMOUNT OF EACH INSTALLMENT \$7.50
Six 5.00

Pursuant to provisions of Ordinance No. 3053 (New Series) and Ordinance No. 3173 (New Series) of the Ordinances of the City of San Diego, California, providing for the installation of permanent water mains in City Streets and Alleys and the method of payment of such installations. The undersigned owners of the above described property for and in consideration of the City of San Diego's installation of a permanent water main as designated herein, hereby agree to pay to the City of San Diego, California, the amount specified above in equal monthly installments in accordance with the schedule of payments on the reverse side hereof, and the undersigned further agrees that any sale of the property herein mentioned and described shall terminate this agreement and any unpaid balance shall become due and payable

immediately. First installment due and payable on execution of this agreement.

City of San Diego	OWNER'S SIGNATURE	J. G. CAMACHO
By NEAL D. SMITH	ADDRESS	1303 Gertrude,
Assistant City Manager		San Diego 10, Calif.
Approved as to form:	DATE	June 26, 1947
J. F. DuPAUL, City Attorney		
By J. H. MCKINNEY		
Deputy City Attorney		

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

On this 26th day of June, A.D. Nineteen Hundred and 47 before me August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. G. Camacho known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) AUGUST M. WADSTROM
 Notary Public in and for the County of San Diego,
 State of California

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
5/25/47	\$7.50	5/26/47	4983
7/25/47	5.00		
8/25/47	5.00		
9/25/47	5.00		
10/25/47	5.00		
11/25/47	5.00		
12/25/27	5.00		

RECORDED AUG 12 1947 30 Min. Past 9 A.M. in Book 2470 at Page 149 of Official Records, San Diego Co., Cal.
 Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
 By Deputy H. I. ERB
 A. T. HOAR

I certify that I have correctly transcribed this document in above mentioned book.
 Copyist County Recorder's Office, S.D. County, Calif.
 I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Payment for Installation of Water Main Agreement from J. G. Camacho; being Document No. 375141.
 FRED W. SICK
 City Clerk of The City of San Diego, California

By *Helen M. Wilby* Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT N 110' of S 210' except street of Lot 37
 BLOCK SUBDIVISION La Mesa Colony
 NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED 59th St.
 WATER MAIN HAS BEEN INSTALLED BETWEEN Saranac AND Mandalay
 TOTAL AMOUNT TO BE PAID One Hundred and Ten DOLLARS. (\$110.00)
 NO. OF EQUAL INSTALLMENTS Eleven AMOUNT OF EACH INSTALLMENT \$10.00

Pursuant to provisions of Ordinance No. 3063 (New Series) and Ordinance No. 3173 (New Series) of the Ordinances of The City of San Diego, California, providing for the installation of permanent water mains in City Streets and Alleys and the method of payment of such installations. The undersigned owners of the above described property for and in consideration of The City of San Diego's Installation of a permanent water main as designated herein, hereby agree to pay to The City of San Diego, California, the amount specified above in equal monthly installments in accordance with the schedule of payments on the reverse side hereof, and the undersigned further agrees that any sale of the property herein mentioned and described shall terminate this agreement and any unpaid balance shall become due and payable immediately. First installment due and payable on execution of this agreement.

City of San Diego	OWNER'S SIGNATURE	TRUETT L. BENGE
By NEAL D. SMITH	ADDRESS	4130 Middlesex Drive
Approved as to form:	DATE	July 15, 1947
J. F. DuPAUL, City Attorney		
By J. H. MCKINNEY		
Deputy City Attorney		

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

On this 15th day of July, A.D. Nineteen Hundred and 47 before me Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Truett L. Benge 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) CLARK M. FOOTE, JR.
 Notary Public in and for the County of San Diego,
 State of California

My Commission Expires March 17, 1951

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
7/15/47	\$10.00	7/15/47	5111
8/15/47	"		
9/15/47	"		
10/15/47	"		
11/15/47	"		
12/15/47	"		
1/15/48	"		
2/15/48	"		
3/15/48	"		
4/15/48	"		
5/15/48	"		

RECORDED AUG 12 1947 30 Min. Past 9 A.M. in Book 2470 at Page 151 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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

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 Payment for Installation of Water Main Agreement from Truette S. Benge; being Document No. 376142.

FRED W. SICK
City Clerk of The City of San Diego, California

By *Helen M. Willig* Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT 38 and 39
BLOCK 8 SUBDIVISION Pacific Beach Vista
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Sapphire Street
WATER MAIN HAS BEEN INSTALLED BETWEEN Mission Blvd. AND Bayard St.
TOTAL AMOUNT TO BE PAID Forty-seven and 50/100 DOLLARS. (\$47.50)
NO. OF EQUAL INSTALLMENTS 4 @ AMOUNT OF EACH INSTALLMENT \$10.00
1 7.50

Pursuant to provisions of Ordinance No. 3063 (New Series) and Ordinance No. 3173 (New Series) of the Ordinances of The City of San Diego, California, providing for the installation of permanent water mains in City Streets and Alleys and the method of payment of such installations. The undersigned owners of the above described property for and in consideration of The City of San Diego's installation of a permanent water main as designated herein, hereby agree to pay to the City of San Diego, California, the amount specified above in equal monthly installments in accordance with the schedule of payments on the reverse side hereof, and the undersigned further agrees that any sale of the property herein mentioned and described shall terminate this agreement and any unpaid balance shall become due and payable immediately. First installment due and payable on execution of this agreement.

City of San Diego
By NEAL D. SMITH
Assistant City Manager

OWNER'S SIGNATURE L. A. BENNETT
ADDRESS 863 Sapphire St.
San Diego, Calif.

Approved as to form:
By J. F. DuPAUL, City Attorney
J. H. MCKINNEY
Deputy City Attorney

DATE July 15, 1947

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

On this 15th day of July, A.D. Nineteen Hundred and 47 before me Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L. A. Bennett 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) CLARK M. FOOTE, JR.
Notary Public in and for the County of San Diego,
State of California

My Commission Expires March 17, 1951

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
7/15/47	\$10.00	7/15/47	5107
8/15/47	10.00		
9/15/47	10.00		
10/15/47	10.00		
11/15/47	7.50		

RECORDED AUG 12 1947 30 Min. Past 9 A.M. in Book 2470 at Page 148 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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

Copyist County Recorder's Office, S.D. County, Calif.

A G R E E M E N T

Regarding construction of 8 ft. high fence with a 3 ft. setback
Regarding use of _____

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

Starr Lumber Company, B. P. Menard, Manager, after being first duly sworn, for himself deposes and says:

That they are the lessees of the hereinafter described real property:
Lot _____ Block _____ Subdivision _____ Portion of Municipal Tidelands,
located at Southeast corner of Nutmeg Street and Pacific Highway

THAT we desire to construct a solid board fence 8 ft. high with a 3 ft. setback on Pacific Highway, and have applied for a Fence Variance and Setback Suspension under Petition No. 5033, dated July 24, 1947.

THAT we, in consideration of approval granted by the City of San Diego to construct an 8 ft. high solid board fence with a 3 ft. setback by Zoning Committee Resolution No. 2401, dated July 30, 1947, do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that at such time as the City of San Diego directs or if and when the street is widened, said fence will be removed at no expense to the City.

THAT this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

STARR LUMBER CO.
Lessee's Name
B. P. MENARD, Mgr.
2721 Pacific Highway
Address

On this 5th day of August A.D. Nineteen Hundred and Forty-seven, before me, H. C. McLean A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared B. P. Menard, (Manager of Starr Lumber Company) 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) H. C. McLEAN
Notary Public in and for the County of San Diego,
State of California

My Commission Expires October 7, 1950
RECORDED AUG 12 1947 30 Min. Past 9 A.M. in Book 2470 at Page 150 of Official Records,
San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Starr Lumber Company relative to fence at Southeast corner of Nutmeg Street and Pacific Highway; being Document No. 375324.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF
THE WORK PERFORMED AND MATERIALS FURNISHED
BY THE M. H. GOLDEN CONSTRUCTION COMPANY
UNDER ITS CONTRACT FOR THE CONSTRUCTION OF
PIER, RAMPS, FLOATS, LAUNCHING RAMP, ETC.,
ON SANTA CLARA POINT, IN THE CITY OF SAN
DIEGO, CALIFORNIA.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by The City of San Diego that the work performed and materials furnished by The M. H. Golden Construction Company under its contract for the construction of pier, ramp, floats, launching ramp, etc., on Santa Clara Point, in the City of San Diego, California, and which contract is on file in the office of the City Clerk of said City as Document No. 373125, have been performed and furnished to the satisfaction of the City Manager and City Planning Director on July 31, 1947.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on August 5, 1947, by resolution duly and regularly passed and adopted, officially accepted the said work performed and materials furnished by The M. H. Golden Construction Company. A certified copy of the resolution of the City Council accepting said work is attached hereto and made a part of this notice the same as though fully set forth herein.

Dated at San Diego, California, this 5th day of August, 1947.

(SEAL) THE CITY OF SAN DIEGO
By FRED W. SICK
City Clerk

RECORDED AUG 5 1947 55 Min. Past 11 A.M. in Book 2457 at Page 172 of Official Records,
San Diego Co., Cal.
Recorded at Request of Owner

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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

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 Contract M. H. Golden Const. Co. for piers, ramps etc. Santa Clara Point; being Document No. 375331.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilbig Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF
THE WORK PERFORMED AND MATERIALS FURNISHED
BY NEWPORT DREDGING COMPANY UNDER ITS
CONTRACT FOR THE DREDGING AND FILLING OF
A PORTION OF MISSION BAY.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by The City of San Diego that the work performed and materials furnished by Newport Dredging Company under its contract for the dredging and filling of a portion of Mission Bay at Dana Basin, Sunset Point and vicinity, in the City of San Diego, California, and which contract is on file in the office of the City Clerk of said City as Document No. 358813, have been performed and furnished to the satisfaction of the City Manager and City Planning Director on July 31, 1947.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on August 5, 1947, by resolution duly and regularly passed and adopted, officially accepted the said work performed and materials furnished by Newport Dredging Company. A certified copy of the resolution of the City Council accepting said work is attached hereto and made a part of this notice the same as though fully set forth herein.

Dated at San Diego, California, this 5th day of August, 1947.

(SEAL)

THE CITY OF SAN DIEGO
By FRED W. SICK
City Clerk

RECORDED AUG 6 1947 55 Min. Past 11 A.M. in Book 2457 at Page 157 of Official Records, San Diego Co., Cal.

Recorded at Request of Owner

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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

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 Contract - Newport Dredging Co. - dredging Dana Basin, Sunset Pt. Mission Bay; being Document No. 375332.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Wilbig Deputy

CITY OF SAN DIEGO

AGREEMENT

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, and

WHEREAS, Charles L. Spidale and Fila L. Spidale is the owner of Lots 19 and 20 and the N 1/2 ft. of Lot 21, Block 2, of Wilshire Place, Map No. 1382, and the South half of Lot 16, Block F of Teralta, Map No. 255.

NOW, THEREFORE, This AGREEMENT, signed and executed this 30th day of July, 1947, by Charles L. Spidale and Fila A. Spidale, I We will, for and in consideration of the permission granted to remove 25 feet of curbing on El Cajon and 18 ft. on Van Dyke between _____ and _____ 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.

And 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 agreement herein named.

CHARLES L. SPIDALE
FILA L. SPIDALE
2531 Cross St.,
La Crescenta, Calif.

INDIVIDUAL ACKNOWLEDGEMENT

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

On this 30th day of July, A.D. Nineteen Hundred and Forty-seven before me Allen M. Williams, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Charles A. Spidale and Fila L. Spidale, husband and wife, known to me to be the persons described in and whose names are suscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL) ALLEN M. WILLIAMS State of
Notary Public in and for the County of Los Angeles, California
I hereby approve the form of the foregoing agreement this 5th day of August, 1947.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED AUG 12 1947 30 Min. Past 9 A.M. in Book 2459 at Page 257 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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

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 L. Spidale et. ux.; being Document No. 375379.

FRED W. SICK

City Clerk of The City of San Diego, California

By Helen M. Willyg Deputy

A G R E E M E N T

Regarding construction of outdoor living and play room and patio wall
Regarding use of _____

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

Rudolph A. and Jeanne P. Aguilar, after being first duly sworn, each for himself deposes and says:

That we are the owners of the hereinafter described real property:

Lot Lots 8, 9 and 10- Block 15- Subdivision Roseville Heights, located at 864 Bangor Street.

THAT we desire to construct an 18 ft. by 18 ft. outdoor living and play room as an addition to an 18 ft. by 19 ft. garage, with no sideyard and an 8 ft. rear yard, and to construct a patio wall 8 ft. high, and have applied for a Zone Variance under petition No. 4971, dated July 1, 1947.

THAT we, in consideration of approval granted by the City of San Diego to construct an 18 ft. by 18 ft. outdoor living and play room as an addition to an 18 ft. by 19 ft. garage, with no sideyard and an 8 ft. rear yard, and to construct a patio wall 8 ft. high by Zoning Committee Resolution No. 2392, dated July 16, 1947, do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that Lots 8, 9 and 10, Block 15, Roseville Heights will be retained in the same ownership and will not be sold separately.

THAT this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

R. A. AGUILAR
864 Bangor St.

JEANNE P. AGUILAR
854 - Bangor

On this 8th day of August A.D. Nineteen Hundred and forty-seven, before me, Hollas W. Harvey, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared R. A. Aguilar and Jeanne P. Aguilar 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.

HOLLAS W. HARVEY

(SEAL)

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

My Commission Expires June 12, 1951

RECORDED AUG 14 1947 15 Min. Past 11 A.M. in Book 2466 at Page 382 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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

B. MACH

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Rudolph A. Aguilar et. ux. relative to living room at 864 Bangor Street; being Document No. 375475.

FRED W. SICK

City Clerk of The City of San Diego, California

By Helen M. Willyg Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT 4
BLOCK 12 SUBDIVISION Overlook Heights
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Everview
WATER MAIN HAS BEEN INSTALLED BETWEEN Onstad AND Knox
TOTAL AMOUNT TO BE PAID Thirty-seven and no/100 DOLLARS. (\$37.50)
NO. OF EQUAL INSTALLMENTS 5 at AMOUNT OF EACH INSTALLMENT \$5.00
1 at 7.50

Pursuant to provisions of Ordinance No. 3053 (New Series) and Ordinance No. 3173 (New Series) of the Ordinances of The City of San Diego, California, providing for the installation of permanent water mains in City Streets and Alleys and the method of payment of such installations. The undersigned owners of the above described property for and in consideration of The City of San Diego's installation of a permanent water main as designated herein, hereby agree to pay to The City of San Diego, California, the amount specified above in equal monthly installments in accordance with the schedule of payments on the reverse side hereof, and the undersigned further agrees that any sale of the property herein mentioned and

described shall terminate this agreement and any unpaid balance shall become due and payable immediately. First installment due and payable on execution of this agreement.

City of San Diego
 By NEAL D. SMITH
 Assistant City Manager
 Approved as to form:
 J. F. DuPAUL, City Attorney
 By J. H. MCKINNEY
 Deputy City Attorney

OWNER'S SIGNATURE . FREDERICK G. STOYE
 ADDRESS 1518 Everview
 DATE July 29, 1947

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

On this 29th day of July, A.D. Nineteen Hundred and 47 before me Clark M. Foote, Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Frederick G. Stoye 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) CLARK M. FOOTE, JR.
 Notary Public in and for the County of San Diego,
 State of California
 My Commission Expires March 17, 1951

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
7/29/47	\$5.00	7/29/47	5170
8/29/47	5.00	7/29/47	5170
9/29/47	5.00		
10/29/47	5.00		
11/29/47	5.00		
12/29/47	5.00		
1/29/48	7.50		

RECORDED AUG 14 1947 15 Min. Past 11 A.M. in Book 2466 at Page 368 of Official Records, San Diego Co., Cal.
 Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
 By Deputy H. I. ERB
 B. MACH

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

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Payment for Installation of Water Main Agreement from Frederick G. Stoye; being Document No. 375548.

FRED W. SICK
 City Clerk of The City of San Diego, California

By Helen M. Willy Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT S 115' of N 585' of W 381.97' of Lot 37
 BLOCK SUBDIVISION La Mesa Colony
 NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED 59th Street
 WATER MAIN HAS BEEN INSTALLED BETWEEN Saranac AND Mandaley
 TOTAL AMOUNT TO BE PAID One Hundred Fifteen-----DOLLARS. (\$115.00)
 NO. OF EQUAL INSTALLMENTS 11 AMOUNT OF EACH INSTALLMENT \$10.00
 1 5.00

Pursuant to provisions of Ordinance No. 3053 (New Series) and Ordinance No. 3173 (New Series) of the Ordinances of The City of San Diego, California, providing for the installation of permanent water mains in City Streets and Alleys and the method of payment of such installations. The undersigned owners of the above described property for and in consideration of The City of San Diego's installation of a permanent water main as designated herein, hereby agree to pay to The City of San Diego, California, the amount specified above in equal monthly installments in accordance with the schedule of payments on the reverse side hereof, and the undersigned further agrees that any sale of the property herein mentioned and described shall terminate this agreement and any unpaid balance shall become due and payable immediately. First installment due and payable on execution of this agreement.

City of San Diego
 By NEAL D. SMITH
 Assistant City Manager
 Approved as to form:
 J. F. DuPAUL, City Attorney
 By J. H. MCKINNEY
 Deputy City Attorney

OWNER'S SIGNATURE HARRY E. HUMPHREY
 ADDRESS 5136 59th Street
 DATE July 22, 1947

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

On this 24th day of July, A.D. Nineteen Hundred and 47 before me August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Harry E. Humphrey 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) AUGUST M. WADSTROM
 Notary Public in and for the County of San Diego
 State of California

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
7/22/47	\$10.00	7/23/47	5139
8/22/47	10.00		
9/22/47	10.00		
10/22/47	10.00		
11/22/47	10.00		
12/22/47	10.00		
1/22/48	10.00		
2/22/48	10.00		
3/22/48	10.00		
4/22/48	10.00		
5/22/48	10.00		
5/22/48	5.00		

RECORDED AUG 14 1947 15 Min. Past 11 A.M. in Book 2466 at Page 354 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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

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 Payment for Installation of Water Main Agreement from Harry E. Humphrey; being Document No. 375549.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Willey deputy

BOND NO. B-9189

KNOW ALL MEN BY THESE PRESENTS, That MONTGOMERY WARD & CO., a corporation, as Principal and PACIFIC EMPLOYERS INSURANCE COMPANY a corporation organized and existing under and by virtue of the laws of the State of CALIFORNIA as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO HUNDRED NINETY-NINE and no/100 Dollars (\$299.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 15th day of September, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

300 - red wool sweaters,

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

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

ATTEST:

C. A. PRENTICE
Dis. 33 Mgr.

MONTGOMERY WARD & CO.
By CURTISS C. KRUEGER, Principal
Opr. Mgr.
PACIFIC EMPLOYERS INSURANCE COMPANY, (SEAL)
Surety
By J. E. HEDQUIST
(J. E. Hedquist) Attorney-in-Fact

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 15th day of September, 1947, before me Douglas Keith, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared J. E. Hedquist known to me to be the person whose name is subscribed to the foregoing instrument as the Attorney-in-Fact of the PACIFIC EMPLOYERS INSURANCE COMPANY, and acknowledged to me that he subscribed the name of PACIFIC EMPLOYERS INSURANCE COMPANY thereto as Principal and his own name as Attorney-in-Fact.

DOUGLAS KEITH (SEAL)
Notary Public in and for the State of California,
County of San Diego

I hereby approve the form of the within Bond, this 15th day of September, 1947.

J. F. DuPAUL, City Attorney
By J. H. MCKINNEY
Deputy City Attorney

I hereby approve the foregoing bond this 18th day of September, 1947.

F. A. RHODES, 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 15th day of September, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and MONTGOMERY WARD & CO., a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

300 - red wool sweaters, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 375475.

Said contractor agrees to deliver said sweaters within approximately 45 days from receipt of purchase order.

Said contractor hereby agrees to furnish and deliver the said sweaters at and for the following price, to-wit:

300 - red wool sweaters @ \$3.98 ea \$1,194.00

Said price does not include the California State Sales Tax which will be paid by the City.

Said City, in consideration of the furnishing and delivery of said sweaters by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said sweaters by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of One Thousand One Hundred Ninety-four Dollars (\$1194.00), exclusive of the California State Sales Tax.

Payment for said sweaters will be made in accordance with purchase order and delivery.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies were engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor the City, pursuant to resolution of the City Council, may--

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (30) (days@months); or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 86989 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager
MONTGOMERY WARD & CO.
By CURTISS C. KUREGER (Opr. Mgr.)
Contractor

ATTEST:

C. A. PRENTICE
Dis. 33 Mgr.

I hereby approve the form and legality of the foregoing contract this 16th day of September, 1947.

J. F. DuPAUL, 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 - Montgomery-Ward Co., red wool sweaters; being Document No. 377590.

FRED W. SICK
City Clerk of The City of San Diego, California

By *Helen M. Wilby* Deputy

OPTION TO PURCHASE TAX-DEEDED LANDS

THIS AGREEMENT, made and entered into this 8th day of September, 1947, under and by virtue of the provisions of Division 1, Part 5, Chapter 8, Articles 1, 2 and 3 of the Revenue and Taxation Code of the State of California, as amended, by and between:

THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACTING BY AND THROUGH ITS BOARD OF SUPERVISORS,

Party of the First Part,

and

THE CITY OF SAN DIEGO, a Municipal Corporation in the County of San Diego, State of California,

Party of the Second Part,

W I T N E S S E T H:

WHEREAS, certain lands hereinafter described, situated in the County of San Diego, State of California, and also within the boundaries of The City of San Diego, have been tax-deeded to the State of California for delinquent County and City taxes and/or assessments; and

WHEREAS, said tax deeds include taxes levied by said City, the taxes of which are collected by officers of said County; and

WHEREAS, the Board of Supervisors of the County of San Diego and the City Council of The City of San Diego believe that it is for the best interests, both of the County of San Diego, that said property be sold into private ownership, to the end that said lands be restored to the assessment rolls of the parties hereto, or that said lands shall be devoted to public use by said City; and

WHEREAS, said lands are particularly described as follows:

Property Description

(As appears upon the County assessment roll, together with Certificate No. and date of sale to the State, and Deed No. and date of deed to the State)

Property Description	Sold to State	Cert. No.	Deeded to State	Deed No.
Lot 24, Block 257, HAYDEN'S ADDITION	6/29/29	100104	8/1/34	11916

NOW, THEREFORE, pursuant to authority granted by Division 1, Part 6, Chapter 8, Articles 1, 2 and 3 of the Revenue and Taxation Code of the State of California, as amended, said Board of Supervisors hereby gives and grants unto said City of San Diego an option to purchase the above described lands upon the following terms and conditions, to-wit:

1. That said City shall have the right to exercise this option at any time within three years from the date hereof.

2. That this option is given to said City upon the express condition that, at the time said City exercises the same, it shall have a bona fide purchaser for said property, ready, willing and able to purchase the same, and said City shall, immediately following the exercise of this option, cause the said property to be resold and the title vested as of record in a third party, to the end that said land shall be reestablished on the assessment rolls of the County of San Diego, State of California, or that said property shall be devoted to public use by said City.

3. That this option is given in consideration of the payment by said City to the County of San Diego, by and through the Tax Collector of said County, of the following sums and at the times hereinafter set forth:

Property Description	Down Payment Sept 8, 1947 (As of date of Execution of Agreement)	2nd Payment Sept. 8, 1948 (Anniversary Date of Agreement)	3rd Payment Sept. 8, 1949 (2nd Anniversary Date of Agree- ment)	Final Payment (Upon Exercise of Option)
Lot 24, Block 257, HAYDEN'S ADDITION	\$1.00	\$1.00	\$1.00	\$10.00

PROVIDED, HOWEVER, that if said option is exercised prior to the due date of either the second or third payment above specified, such second or third payment, or both as the case may be, shall be cancelled, and shall not in that event be due or owing to said County; provided, further, that no installment payment made, other than the final payment above specified, shall be refunded in the event of redemption of the property, or for any other reason.

4. That said City shall have the right to exercise this option at any time during the term hereof as to any portion of said property which, as of the date of this agreement, has a separate valuation on the assessment roll of said County; provided, further, that said City shall have the right to exercise this option at any time during the term hereof as to any portion of a single lot, parcel or tract of said property, which lot, parcel or tract as of the date of this agreement has a separate valuation on the assessment roll of said County, Upon exercise of said option as to any portion of such separately valued lot, parcel or tract the final payment therefor shall be a sum which bears the same ratio to the final payment set forth in Paragraph 3 herein for the entire lot, parcel or tract from which said segregated portion is taken, as the assessed valuation of said segregated portion, placed thereon by the assessor at the time of segregation, bears to the assessed valuation of said entire lot, parcel or tract as of the date of this agreement. Any such segregation shall be made pursuant to Sections 4151 to 4155, inclusive, Revenue and Taxation Code, except that the sum of the valuations of the segregated portion and the remainder of the said lot, parcel or tract, may be greater but not less than the valuation as of the date of this agreement of the entire lot, parcel or tract.

5. That the price for which said County hereby agrees to sell its tax title to said property to said City shall be the aggregate amount of all payments made by said City pursuant to Paragraph 3 hereof.

6. That this is given to The City of San Diego under the terms and conditions of Division 1, Part 6, Chapter 8, Articles 1, 2 and 3 of the Revenue and Taxation Code of the State of California, as amended, and is intended to be and shall be construed as a statutory agreement designed to carry into effect said provisions of said Code and shall have no effect or force otherwise.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Diego, by resolution duly passed and adopted on the 8th day of September, 1947, has caused this agreement to be

executed in quadruplicate, and The City of San Diego has caused this agreement to be executed in quadruplicate, by its City Manager, pursuant to Resolution No. 85886, adopted August 19, 1947, the day and year in this agreement first above written.

(SEAL)

THE COUNTY OF SAN DIEGO, STATE
OF CALIFORNIA,
By DeGRAFF AUSTIN
Chairman, Board of Supervisors.

ATTEST:

J. B. McLEES, County Clerk
and Ex-officio Clerk of the
Board of Supervisors
By E. SCHWARTZBERG
Deputy

THE CITY OF SAN DIEGO
By NEAL D. SMITH
Asst. City Manager.

The undersigned, Sam A. Claggett, Tax Collector of the County of San Diego, State of California, pursuant to Chapter 352, Statutes of 1943, and Chapter 409, Statutes of 1943 (Sec. 3794.2, Revenue and Taxation Code), having duly considered the above and foregoing agreement, and compared the same with the records of the County relating to the real property described therein, and being fully advised in the premises, hereby approves said agreement.

Dated August 28, 1947.

SAM A. CLAGGETT
Tax Collector of the County of
San Diego, State of California.

The undersigned, Thomas H. Kuchel, Controller of the State of California, having duly considered the above and foregoing agreement and being fully advised in the premises, hereby approves said agreement.

Dated September 12th, 1947.

THOMAS H. KUCHEL, Controller
of the State of California. (SEAL)
By BERT FOSTER
Deputy

Approved as to form
Date 8/28, 1947.
JAMES DON KELLER, District Attorney
in and for the County of San Diego,
State of California.
By CARROLL H. SMITH
Deputy

J. F. DuPAUL, City Attorney.
By THOMAS J. FANNING
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Option to Purchase Tax-Deeded Lands in Hayden's Addition; being Document No. 377595.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willy Deputy

KNOW ALL MEN BY THESE PRESENTS, That HAZARD-SLAUGHTER, INC., a corporation, as Principal and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of CONNECTICUT as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THIRTY-FOUR THOUSAND FIFTEEN and no/100 Dollars (\$34,015.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 3rd day of SEPTEMBER, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to construct additions and alterations to Community Building, Santa Clara Point, San Diego, California, in accordance with the plans and specifications, referred to in said contract, and for the contract price therein set forth.

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

ATTEST:

R. E. HAZARD, JR.
Sec.

HAZARD-SLAUGHTER, INC. (SEAL)
By J. C. SLAUGHTER, JR.
President

HARTFORD ACCIDENT AND INDEMNITY COMPANY
Surety (SEAL)

ATTEST:

ERNA L. PFEIL

By M. SHANNON
M. Shannon, Attorney in Fact

STATE OF CALIFORNIA, }
County of SAN DIEGO } ss.

On this 3rd day of SEPTEMBER, before me, MARSTON BURNHAM, in the year one thousand nine hundred and forty-seven, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared M. SHANNON 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 M. SHANNON duly acknowledged to me that he subscribed the name of the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereto as Surety and his own name as Attorney-in-Fact.

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

(SEAL)

MARSTON BURNHAM
Notary Public in and for SAN DIEGO County, State of
California

My Commission Expires April 28, 1950

I hereby approve the form of the within Bond, this 15th day of September, 1947.

J. F. DuPAUL, City Attorney
By J. H. MCKINNEY
Deputy City Attorney

I hereby approve the foregoing bond this 15th day of September, 1947.

F. A. RHODES, City Manager.

KNOW ALL MEN BY THESE PRESENTS, That HAZARD-SLAUGHTER, INC., a corporation, as Principal and HARTFORD ACCIDENT AND INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of CONNECTICUT as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SEVENTEEN THOUSAND EIGHT and no/100 Dollars (\$17,008.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 3rd day of SEPTEMBER, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the construction of additions and alterations to Community Building, Santa Clara Point, San Diego, California, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

WHEREAS, the aforesaid penal sum of Seventeen Thousand Eight and no/100 Dollars (\$17,008.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, its successors and 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 Chapter 3 of Division 5 of Title I of the Government Code of the State of California, 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 said Chapter 3, Division 5, Title I of the Government Code provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of Civil Procedure of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, the day and year first hereinabove written.

ATTEST:

R. E. HAZARD, JR.
Sec.

ATTEST:

ERNA L. PFEIL

By HAZARD-SLAUGHTER, INC., Principal,
J. C. SLAUGHTER, JR. (SEAL)
President

HARTFORD ACCIDENT AND INDEMNITY COMPANY
Surety (SEAL)

By M. SHANNON
M. Shannon, Attorney in Fact

STATE OF CALIFORNIA,)
County of SAN DIEGO) ss.

On this 3rd day of SEPTEMBER, before me, MARSTON BURNHAM, in the year one thousand nine hundred and forty-seven, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared M. SHANNON 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 M. SHANNON duly acknowledged to me that he subscribed the name of the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereto as Surety and his own name as Attorney-in-Fact.

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

(SEAL)

MARSTON BURNHAM
Notary Public in and for SAN DIEGO County, State of California

My Commission Expires April 28, 1950

I HEREBY APPROVE the form of the foregoing Bond this 15th day of September, 1947.

By J. F. DuPAUL, City Attorney,
J. H. MCKINNEY,
Deputy City Attorney

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 3rd day of SEPTEMBER, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and herein-after sometimes designated as the City, and HAZARD-SLAUGHTER, INC., a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to Construct alterations and additions to Community Building, Santa Clara Point, San Diego, California, in accordance with the plans and specifications therefor filed in the office of the City Clerk of said City under Document No. 375416 and with Insert No. 1 and Addenda, dated August 4, 1947, made apart of said specifications; and to paint, with flat paint, the walls in said Community Building as listed in said Insert #1.

Also included and made a part of said specifications is Bulletin #2, dated August 18, 1947.

HAZARD-SLAUGHTER, INC.
J. C. SLAUGHTER, JR.

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

Thirty-four Thousand Fifteen and no/100 Dollars (\$34,015.00), inclusive of the sum of \$580.00 for painting walls of rooms as listed in Insert #1 of said Specifications.

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

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

Thirty-four Thousand Fifteen and no/100 Dollars (\$34,015.00), said payments to be made as follows: Upon submission by the contractor, and approval by the City Manager of said City, of an estimate of the work performed during the preceding 15-day period, there shall be paid to the contractor a sum equal to 90% of the value of the work performed during the preceding 15-day period. Work completed as estimated shall be an estimate only, and no inaccuracy or error in said estimate shall operate to release the contractor or any bondsmen from damages arising from such work or from enforcing each and every provision of this contract, and the City shall have the right subsequently to correct any error made in any estimate for payment. The final payment of 10% of the value of the work done under this contract, if unencumbered, shall be made thirty-five (35) days after the acceptance of the work by the City Manager. The acceptance will be made only by action of the City Manager, and upon the filing by the contractor of a release of all claims of every nature on account of the work done under this contract, together with an affidavit that all claims have been fully paid. The acceptance by the contractor of said final payment shall constitute a waiver of all claims against the City arising under this contract.

Said contractor further agrees not to underlet nor assign this contract, or any part thereof, to any one, without the consent of the Council, in writing, having been first obtained.

Said contractor further agrees to be bound by each and every part of said specifications as the same may be interpreted in case of dispute or question by the City Engineer of said City. Further, that contractor will protect from the elements all of the materials and supplies to be used in the performance of said work, and in case of damage to any portion of said work or materials or supplies to be used in the performance of said work by reason of accident, the action of the elements, or any other cause whatsoever, before the final acceptance of said work, the contractor will repair or replace such damage, at contractor's own cost and expense.

The work shall be conducted under the immediate supervision of the City Engineer, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

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

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 contractor's 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 Laws, as set forth in the Labor Code of the State of California.

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 said Workmen's Compensation, Insurance and Safety Laws, 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 employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases 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, \$10.00 for each laborer, workman or mechanic employed in the execution of this contract 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 Section 195 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 Section 197 of the Charter of The City of San Diego, and that the said contractor shall forfeit as a penalty to the City \$10.00 for each alien knowingly employed upon any of the work provided in this contract to be done by the contractor, or by any sub-contractor, contrary to the provisions of said Charter, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

The contractor further agrees that in the performance of the work contemplated by this contract said contractor will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the contractor or any subcontractor in the performance of the work contemplated by this contract; and that the contractor shall forfeit as a penalty to the City \$10.00 for each laborer, workman or mechanic employed, for each calendar day or portion thereof such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the contractor, or by any subcontractor:

<u>Trade or Occupation</u>	<u>Wage</u> <u>Per 8-hour Day</u>
Concrete mixer operators - skip type	\$ 14.20
Carpenters	15.20
Plumbers	16.00
Painters	15.50
Electricians	17.20
Cement Finishers	15.80
Laborers - general or construction	10.80
Lathers	18.00
Plasterers	18.00

Trade or Occupation	Wage Per 8-Hour Day
Plasterer's Tenders	\$15.40
Roofers (mopped on)	14.00
Sheet Metal Workers	14.00
Any classification omitted herein not less than	10.80

Legal Holidays, Saturdays, and Sundays, and other overtime, when permitted by law, to be paid at a rate not less than time and one-half.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 85837 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.

By F. A. RHODES
City Manager
HAZARD-SLAUGHTER, INC. (SEAL)
By J. C. SLAUGHTER, JR.
President Contractor

ATTEST:

R. E. HAZARD, JR.
Sec.

I hereby approve the form and legality of the foregoing contract this 15th day of September, 1947.

J. F. DuPAUL, 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 Hazard-Slaughter, Inc. for constructing additions and alterations to Community Building, Santa Clara Point; being Document No. 377595.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Wilby Deputy

SATISFACTION OF CONTRACT

WHEREAS, all sums agreed to be paid by that certain contract made and entered into by and between Clara Louise Mallen Owner, and The City of San Diego, dated October 9th, 1946, recorded in the office of the Recorder of San Diego County, California, on November 1st, 1947, in Book 2281, Page 130, of Official Records, have been paid.

THE CITY OF SAN DIEGO
By NEAL D. SMITH
Assistant City Manager

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

On this 14th day of Aug., A.D. Nineteen Hundred and forty-seven before me Clark M. Foote, Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Neal D. Smith 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) CLARK M. FOOTE, JR.
Notary Public in and for the County of San Diego,
State of California

My Commission Expires March 17, 1951

RECORDED AUG 22 1947 45 Min. Past 2 P.M. in Book 2471 at Page 250 of Official Records,
San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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

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 Satisfaction of Contract from City of San Diego to Clara Louise Mallen; being Document No. 375532.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy

SATISFACTION OF CONTRACT

WHEREAS, all sums agreed to be paid by that certain contract made and entered into by and between Elsie M. Anderson Owner, and The City of San Diego, dated March 31st, 1947, recorded in the office of the Recorder of San Diego County, California, on April 24, 1947, in Book 2381, Page 407, of Official Records, have been paid.

THE CITY OF SAN DIEGO
By NEAL D. SMITH
Assistant City Manager

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

On this 14th day of Aug., A.D. Nineteen Hundred and forty-seven before me Clark M. Foote, Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Neal D. Smith 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) CLARK M. FOOTE, JR.
Notary Public in and for the County of San Diego,
State of California

My Commission Expires March 17, 1951
RECORDED AUG 22 1947 45 Min. Past 2 P.M. in Book 2471 at Page 249 of Official Records,
San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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

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 Satisfaction of Contract from City of San Diego to Elsie M. Anderson; being Document No. 375633.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willyg Deputy

SATISFACTION OF CONTRACT

WHEREAS, all sums agreed to be paid by that certain contract made and entered into by and between Vina Fulton Owner, and The City of San Diego, dated May 12, 1947, recorded in the office of the Recorder of San Diego County, California, on July 3rd, 1947, under file, No. 58755, of Official Records, have been paid.

THE CITY OF SAN DIEGO
By NEAL D. SMITH
Assistant City Manager

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

On this 14th day of Aug., A.D. Nineteen Hundred and forty-seven before me Clark M. Foote, Jr. a Notary Public in and for said county, residing therein, duly commissioned and sworn, personally appeared Neal D. Smith 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) CLARK M. FOOTE, JR.
Notary Public in and for the County of San Diego,
State of California

My Commission Expires March 17, 1951
RECORDED AUG 22 1947 45 Min. Past 2 P.M. in Book 2471 at Page 249 of Official Records,
San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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

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 Satisfaction of Contract from City of San Diego to Vina Fulton; being Document No. 375634.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willyg Deputy

SATISFACTION OF CONTRACT

WHEREAS, all sums agreed to be paid by that certain contract made and entered into by and between Wanda S. Kelley Owner, and The City of San Diego, dated January 21st, 1947, recorded in the office of the Recorder of San Diego County, California, on Jan. 30th, 1947, in Book 2333, Page 118, of Official Records, have been paid.

THE CITY OF SAN DIEGO
By NEAL D. SMITH
Assistant City Manager

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

On this 14th day of Aug., A.D. Nineteen Hundred and forty-seven before me Clark M. Foote, Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Neal D. Smith 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) CLARK M. FOOTE JR.
Notary Public in and for the County of San Diego,
State of California

My Commission Expires March 17, 1951
RECORDED AUG 22 1947 45 Min. Past 2 P.M. in Book 2471 at Page 248 of Official Records,
San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
I certify that I have correctly transcribed this document in above mentioned book.
N. S. JOY

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
Satisfaction of Contract from City of San Diego to Wanda S. Kelley; being Document No. 375635.
FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

SATISFACTION OF CONTRACT

WHEREAS, all sums agreed to be paid by that certain contract made and entered into by
and between Eugene V. Lund Owner, and The City of San Diego, dated April 25th 1947, recorded
in the office of the Recorder of San Diego County, California, on May 22nd, 1947, in Book
2413, Page 171, of Official Records, have been paid.

THE CITY OF SAN DIEGO
By NEAL D. SMITH
Assistant City Manager

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

On this 19th day of Aug., A.D. Nineteen Hundred and forty-seven before me August M.
Wadstrom, a Notary Public in and for said county, residing therein, duly commissioned and
sworn, personally appeared Neal D. Smith 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 cer-
tificate first above written.

(SEAL) AUGUST M. WADSTROM
Notary Public in and for the County of San Diego,
State of California

RECORDED AUG 22 1947 45 Min. Past 2 P.M. in Book 2471 at Page 248 of Official Records,
San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
I certify that I have correctly transcribed this document in above mentioned book.
N. S. JOY

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
Satisfaction of Contract from City of San Diego to Eugene V. Lund; being Document No. 375850.
FRED W. SICK

City Clerk of The City of San Diego, California

By Helen M. Willig Deputy

SATISFACTION OF CONTRACT

WHEREAS, all sums agreed to be paid by that certain contract made and entered into by
and between William M. McCollom Owner, and The City of San Diego, dated November 15, 1945,
recorded in the office of the Recorder of San Diego County, California, on December 19, 1945,
in Book 2309, Page 270, of Official Records, have been paid.

THE CITY OF SAN DIEGO
By NEAL D. SMITH
Assistant City Manager

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

On this 19th day of Aug., A.D. Nineteen Hundred and forty-seven before me August M.
Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and
sworn, personally appeared Neal D. Smith 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 cer-
tificate first above written.

(SEAL) AUGUST M. WADSTROM
Notary Public in and for the County of San Diego,
State of California

RECORDED AUG 22 1947 45 Min. Past 2 P.M. in Book 2471 at Page 245 of Official Records,
San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
I certify that I have correctly transcribed this document in above mentioned book.
N. S. JOY

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
Satisfaction of Contract from City of San Diego to William M. McCollom; being Document No.
375850.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Willig Deputy

A G R E E M E N T

Regarding construction of residence with Butler's Pantry with sink on lower floor;
Regarding use of said Butler's Pantry

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

Louis C. and Patricia W. Burgener, after being first duly sworn, for themselves deposes and says:

That they are the owner of the hereinafter described real property:

Lot 2 and North 1/2 of Lot 3 Block 35 Subdivision La Jolla Hermosa Unit No. 2, located on Bellevue Ave., La Jolla, California.

THAT we desire to construct a residence with a Butler's Pantry on the lower floor, which pantry will contain a sink in addition to the regular kitchen; and have applied for a Zone Variance under Petition No. 5072, dated August 5, 1947.

THAT we, in consideration of approval granted by the City of San Diego to construct said building, using one and a half lots as a building site, by Zoning Committee Resolution No. 2456, dated August 13, 1947 do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that this residence, on the above described property will not be rented or used in any way in violation of the Zoning Ordinance of the City, which limits the use and occupancy to not more than one family;

THAT this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

LOUIS C. BURGNER

PATRICIA W. BURGNER
 1381 Coast Blvd.

On this 18th day of August A.D. Nineteen Hundred and forty-seven, before me, Virginia C. Sampson A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Louis C. & Patricia W. Burgener known to me to be the persons described in and whose names _____ 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, California, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

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

My Commission Expires Aug. 23, 1949

RECORDED AUG 22 1947 46 Min. Past 2 P.M. in Book 2444 at Page 318 of Official Records, San Diego Co., Cal.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

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

V. WEBER

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 Louis C. Burgener regarding residence on Bellevue Avenue, La Jolla; being Document No. 375851.

FRED W. SICK
 City Clerk of The City of San Diego, California

By Helen M. Willig Deputy

A G R E E M E N T

Regarding construction of single family residence
 Regarding use of _____

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

Fred W. Aldridge and Bess B. Aldridge, after being first duly sworn, each for himself deposes and says:

That we are the owners of the hereinafter described real property:

Lot West 20 ft. of Lot 17, all of Lot 18, and East 5 ft. of 19 Block 9 Subdivision La Mesa Colony, located at 6954 Amherst Street.

THAT we desire to construct a single family residence on the front portion of above-described property, having a duplex on the rear of Lot 18, at the present time, and have applied for a Zone Variance under Petition No. 5041, dated July 26, 1947;

THAT we, in consideration of approval granted by the City of San Diego to construct a single family residence on said parcel of land by Zoning Committee Resolution No. 2434, dated August 13, 1947 do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the West 20 ft. of Lot 17, all of Lot 18, and the East 5 ft. of Lot 19, Block 9, La Mesa Colony will be retained in the same ownership at all times.

THAT this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, form or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

BESS B. ALDRIDGE
 6954 Amherst

FRED W. ALDRIDGE
 6954 Amherst

On this 18th day of Aug. A.D. Nineteen Hundred and Forty-Seven, before me, Gertrude M. Ryan A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Bess B. and Fred W. Aldridge 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.

(SEAL) Notary Public in and for the County of San Diego, State of California
RECORDED AUG 22 1947 45 Min. Past 2 P.M. in Book 2444 at Page 324 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

GERTRUDE M. RYAN
By Deputy H. I. ERB
V. WEBER
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 Fred W. Aldridge et. ux. regarding residence at 6954 Amherst Street; being Document No. 375862.

FRED W. SICK
City Clerk of The City of San Diego, California
By Helen M. Willig Deputy

A G R E E M E N T

Regarding construction of single family residence.
Regarding use of One and one-half lots for building site.

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

Eric O. Tauer and Emma F. Tauer, after being first duly sworn, each for himself deposes and says:

That we are the owners of the hereinafter described real property:
Lot South 1/2 of Lot 3 and all of Lot 4 Block 36
Subdivision La Jolla Hermosa Unit No. 2, located at West side of Bellevue Avenue, near corner of La Canada.

THAT we desire to construct a single family residence, using one and one-half lots, and have applied for a Zone Variance under Petition No. 5072, dated August 5, 1947.

THAT we, in consideration of approval granted by the City of San Diego to construct a single family residence on said lot and a half by Zoning Committee Resolution No. 2456, dated August 13, 1947, do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the South 1/2 of Lot 3 and all of Lot 4, Block 36, La Jolla Hermosa Unit No. 2 will be retained in the same ownership at all times and will not be sold separately.

THAT this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

ERIC O. TAUER
2820 Grape St.
San Diego 2

EMMA F. TAUER
2820 Grape Street

On this 20th day of August A.D. Nineteen Hundred and Forty-Seven, before me, Eda D. Mandich A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Eric O. Tauer and Emma F. Tauer known to me to be the person described in and whose name are subscribed to the within instrument, and acknowledged to me that they (as husband and wife) 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) Notary Public in and for the County of San Diego, State of California
EDA D. MANDICH

My Commission Expires Jan. 28, 1951
RECORDED AUG 22 1947 45 Min. Past 2 P.M. in Book 2444 at Page 309 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
V. WEBER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Eric O. Tauer regarding residence on west side of Bellevue Avenue, near La Canada; being Document No. 375901.

FRED W. SICK
City Clerk of The City of San Diego, California
By Helen M. Willig Deputy

A G R E E M E N T

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, and

WHEREAS, R. F. & Helen Bell, 5515 University is the owner of Lot W 175 ft. of Lot 29, Block _____, of Lemon Villa.

NOW, THEREFORE, This AGREEMENT, signed and executed this 14th day of Aug., 1947, by R. F. & Helen Bell, I We will, for and in consideration of the permission granted to remove

30 ft. feet of curbing on University between 5500 block 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.'

And further agree that this agreement shall be binding on ourself 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.

RALPH F. BELL
HELEN BELL
5515 University Ave.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 18th day of August, A.D. Nineteen Hundred and Forty-seven before me Helen Hill, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ralph F. Bell and Helen Bell, known to me to be the persons described in and whose names are suscribed 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) HELEN HILL
Notary Public in and for the County of San Diego,
State of California

My Commission Expires July 22, 1951

I hereby approve the form of the foregoing agreement this 25th day of August, 1947.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED AUG 28 1947 30 Min. Past 2 P.M. in Book 2483 at Page 54 of Official Records,
San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY

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

KAY YOUNG
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. F. Bell et ux; being Document No. 377017.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Willy Deputy

A G R E E M E N T

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, and

WHEREAS, NOLAN E. McDOUGAL and DOROTHY McDOUGAL are the owner of Lot 25-26-27, Block 21, of Resub. K & L Teralta.

NOW, THEREFORE, This AGREEMENT, signed and executed this 15 day of Aug. 1947, by Nolan E. McDougal & Dorothy McDougal, I(We) will, for and in consideration of the permission granted to remove 30 feet of curbing on Orange between Fairmount and 43rd St. 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.

And 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 agreement herein named.

NOLAN E. McDOUGAL
DOROTHY J. McDOUGAL
4206 Fairmount

INDIVIDUAL ACKNOWLEDGMENT

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

On this 15th day of August, A.D. Nineteen Hundred and Forty-seven before me John C. Morris, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Nolan E. McDougal and Dorothy McDougal known to me to be the persons described in and whose name are suscribed 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 _____, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) JOHN C. MORRIS
Notary Public in and for the County of San Diego,
State of California

My Commission Expires Jan. 18, 1949

I hereby approve the form of the foregoing agreement this _____ day of August, 1947.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED AUG 28 1947 30 Min. Past 2 P.M. in Book 2483 at Page 59 of Official Records,
San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY

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

KAY YOUNG

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 Nolan E. McDougal et ux; being Document No. 377038.

FRED W. SICK

City Clerk of The City of San Diego, California

By Helen M. Willis Deputy

KNOW ALL MEN BY THESE PRESENTS, That H. L. BENBOUGH COMPANY, LTD., a corporation, as Principal and THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIVE HUNDRED SEVENTY-SIX and no/100 Dollars (\$575.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 18th day of Sept., 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and lay approximately 183 square yards of carpet in the suite of offices on the 8th floor of the Civic Center, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST:

W. B. NELSON
Asst. Sec. & Treas.

H. L. BENBOUGH COMPANY, LTD.
By H. L. BENBOUGH, Pres.

Principal
THE FIDELITY AND CASUALTY COMPANY OF NEW YORK
Surety (SEAL)

ATTEST:

B. C. FOTLAND

By C. J. STAFFORD, Attorney
(C. J. Stafford)

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 18th day of September in the year One Thousand Nine Hundred and Forty-seven before me Zelda B. Melancon a Notary Public in and for the said County of San Diego residing therein, duly commissioned and sworn, personally appeared C. J. STAFFORD known to me to be the ATTORNEY of THE FIDELITY and CASUALTY COMPANY OF NEW YORK, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

ZELDA B. MELANCON

(SEAL)

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

My Commission Expires Mar. 12, 1950

KNOW ALL MEN BY THESE PRESENTS, That H. L. BENBOUGH COMPANY, LTD., a corporation, as Principal and THE FIDELITY AND CASUALTY COMPANY OF NEW YORK a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND ONE HUNDRED FIFTY-TWO and no/100 Dollars (\$1,152.00) lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 18th day of September, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said Principal has entered into the annexed contract with The City of San Diego, to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the furnishing and laying of approximately 183 square yards of carpet in the suite of offices on the 8th floor of the Civic Center, in the City of San Diego, California, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 377129.

WHEREAS, the aforesaid penal sum of One Thousand One Hundred Fifty-two and no/100 Dollars (\$1,152.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on, or furnish materials, to be used in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his heirs, executors, administrators and 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 Chapter 3 of Division 5 of Title I of the Government Code of the State of California, 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 said Chapter 3, Division 5, Title I of the Government Code provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of Civil Procedure of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the said principal and surety have executed this instrument, the day and year first hereinabove written.

ATTEST:

W. B. NELSON
Asst. Sec. & Treas.

H. L. BENBOUGH COMPANY, LTD.
By H. L. BENBOUGH, Pres.

Principal
THE FIDELITY AND CASUALTY COMPANY OF NEW YORK
Surety (SEAL)

By C. J. STAFFORD, Attorney
 (C. J. Stafford)
 Suite 234, Spreckels Bldg.
 San Diego 1, Calif.

The rate of Premium on this Bond is \$Nil per thousand.
 The total amount of Premium paid is \$included in Performance Bond

STATE OF CALIFORNIA }
 COUNTY OF SAN DIEGO } ss.

On this 18th day of September in the year One Thousand Nine Hundred and Forty-seven before me Zelda B. Melancon a Notary Public in and for the said County of San Diego residing therein, duly commissioned and sworn, personally appeared C. J. Stafford known to me to be the ATTORNEY of THE FIDELITY and CASUALTY COMPANY OF NEW YORK, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

ZELDA B. MELANCON

(SEAL)

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

My Commission Expires Mar. 12, 1950

I hereby approve the form of the foregoing bond this 18 day of September, 1947.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I hereby approve the foregoing bond this _____ day of September, 1947.

F. A. RHOSSES, 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 18th day of September, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and H. L. BENBOUGH COMPANY, LTD., a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

Furnishing and laying 183 square yards Shuttlepoint SP7 Wilton carpet, together with 183 square yards 40 ounce waffle lining, in the suite of offices on the 8th floor of the Civic Center, in the City of San Diego, California, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 377129. The City agrees to remove the present carpet, leaving the carpet pad which is installed over concrete floor.

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

Furnishing 183 sq. yds Shuttle point SP7 Wilton Carpet.....	\$10.50	\$1921.50
" 183 sq. yds 40 once waffle lining.....	.90	154.70
Labor laying 183 sq. yds.....	.90	154.70
California State Sales Tax.....		52.16
		<u>2303.06</u>

Said contractor agrees to commence said work within _____ days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within seven (7) days from and after the date of the execution of this contract.

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

Two Thousand Three Hundred Three and 06/100 Dollars (\$2303.06), including the California State Sales Tax.

said payments to be made as follows: Upon completion of said work, and the acceptance of the same by the City Manager of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a 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 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 further agrees not to underlet nor assign this contract, or any part thereof, to anyone, without the consent of the Council, in writing, having been first obtained.

Said contractor further agrees to be bound by each and every part of said specifications as the same may be interpreted in case of dispute or question by the City Engineer of said City. Further, that contractor will protect from the elements all of the materials and supplies to be used in the performance of said work, and in case of damage to any portion of said work or materials or supplies to be used in the performance of said work by reason of accident, the action of the elements, or any other cause whatsoever, before the final acceptance of said work, the contractor will repair or replace such damage, at contractor's own cost and expense.

The work shall be conducted under the immediate supervision of the City Engineer, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

The right is reserved to make such changes in the execution of the work to be done

under this contract as in the judgment of said City Engineer may be deemed necessary or expedient, provided that the cost to the contractor of doing the work shall not be increased thereby, and no increase in price over the contract rate shall be paid to the contractor on account of such change or changes, except upon formal written agreement between the parties hereto.

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 contractor's 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 Laws, as set forth in the Labor Code of the State of California.

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 said Workmen's Compensation, Insurance and Safety Laws, said certificate of the insurance carrier to bear the date of the expiration of said policy.

Said contractor further agrees and covenants that neither said contractor, nor any sub-contractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases 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, \$10.00 for each laborer, workman or mechanic employed in the execution of this contract 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 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 Section 197 of the Charter of The City of San Diego, and that the said contractor shall forfeit as a penalty to the City \$10.00 for each alien knowingly employed upon any of the work provided in this contract to be done by the contractor, or by any sub-contractor, contrary to the provisions of said Charter, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

The contractor further agrees that in the performance of the work contemplated by this contract said contractor will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the contractor or any subcontractor in the performance of the work contemplated by this contract; and that the contractor shall forfeit as a penalty to the City \$10.00 for each laborer, workman or mechanic employed, for each calendar day or portion thereof such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the contractor, or by any subcontractor:

<u>Trade or Occupation</u>	<u>Wage Per 8-hour Day.</u>
Carpet Layer	\$16.00
Laborer	10.80

Any classification omitted not less than \$10.80 per 8-hour day.

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 87047 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By F. A. RHODES, City Manager
H. L. BENBOUGH COMPANY, LTD.
By H. L. BENBOUGH, Pres.
Contractor

ATTEST:

W. B. NELSON
Asst. Sec. & Treas.

I hereby approve the form and legality of the foregoing contract this 18th day of September, 1947.

J. F. DuPAUL
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 Cont. H. L. Benbough Co. Ltd. furnish and lay 183 sq yds carpet; being Document No. 377599.

FRED W. SICK

City Clerk of The City of San Diego, California

By Helen M. Willy Deputy

LEASE AGREEMENT

Between

THE UNITED STATES OF AMERICA (CON'T)

and
THE CITY OF SAN DIEGO, CALIFORNIA

THIS AGREEMENT, made and entered into as of the 18th day of September, 1947, by and between the UNITED STATES OF AMERICA, acting by and through its Navy Department, hereinafter referred to as the Lessor, and THE CITY OF SAN DIEGO, CALIFORNIA, a municipal corporation of the State of California, acting by and through its duly authorized representatives, hereinafter called the lessee:

W I T N E S S E T H:

WHEREAS, the Lessor by three certain proceedings in condemnation filed in the District Court of the United States in and for the Southern District of California, Southern Division, entitled

United States of America, Plaintiff)	
v.		
Certain Parcels of land in the County of San Diego, State of California, A. H. Frost Company, a corporation, et al., Defendants;	)	( - Civil No. 30
United States of America, Plaintiff)	
v.		
855.1 Acres of Land, More or Less in San Diego County, California, The Scripps Newspapers, Inc., et al. Defendants; and	)	( - Civil No. 190 SD
United States of America, Plaintiff)	
v.		
577.714 Acres of Land, More or Less in the County of San Diego, State of California, Alice A. O'Toole, et al. Defendants;	)	( - Civil No. 225-SD

acquired the fee simple title to certain lands for the development and operation of an airfield and facilities in connection with the activities of the United States Naval Auxiliary Air Station, Miramar, California; and

WHEREAS, because of its strategic value, it is considered essential that the said airfield and facilities comprising the said United States Naval Air Station be retained in a stand-by status for possible post-war use in connection with Naval Aviation activities; and

WHEREAS, during such period the Lessor desires to make a portion of the aforementioned airfield available to such public agency as may be interested in the joint and concurrent use and occupancy thereof with the Lessor for operation as a public airport together with an additional portion of said airfield to be set apart and granted to the exclusive use of such agency and also to be used in connection with the operation of a public airport; and

WHEREAS, application has been made by the Lessee for the joint and concurrent use and occupancy with the Lessor of a portion of the airfield and for the exclusive use and occupancy of an additional portion thereof for the purpose of operating a public airport and for such other purposes as may be necessary or essential in connection therewith.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements hereinafter set forth it is agreed by and between the Lessor and Lessee as follows: to-wit:

I

The Lessor does hereby grant, permit and authorize the joint use and occupancy by the Lessee of any and all of that certain tract or parcel of land being and lying within the County of San Diego, State of California, together with those improvements, facilities and installations as are located thereon, said tract of land being shown and delineated in red and titled "Parcel A" upon Map of Naval Auxiliary Air Station, Miramar, California, No. NA11-1/A9-1(1) (1945), attached hereto and entitled Exhibit "A" to which map reference is here made for all purposes of description, to be used for the landings and take-offs, taxiing and parking of aircraft and for such other purposes as may be necessary or incidental in connection with the operation of a public airport.

To Have and To Hold, the said joint use and occupancy of the premises for a term beginning with the date first hereinabove set forth and ending with the 17th day of September, 1997, unless sooner terminated as hereinafter provided. It is agreed, however, that the said permit and authorization herein granted may be extended for a greater period of time upon the mutual consent of the parties hereto, which consent shall be indicated by supplemental agreement to this lease.

The permission and authorization herein granted shall be subject to the following terms and provisions:

1. The Lessee agrees to pay and the Lessor agrees to accept the sum of ONE (\$1.00) DOLLAR, as the total rental for the joint use and occupancy with the Lessor of the premises herein permitted to the use of the Lessee. Payment shall be made in advance to the Central Disbursing Office, Bureau of Supplies and Accounts, Navy Department, Washington, D.C.

2. During the term of this permit and authorization, or any renewal thereof, the Lessor shall maintain the premises in good operating condition, provided, however, that the Lessee, as a part of the consideration hereof, shall bear a just and fair proportion of the costs and expenses necessary to maintain and keep in good and serviceable condition and repair, the premises herein permitted to its use, including the runways, landing mats, taxi strips, runway lights, drainage system and parking aprons so as to adequately and properly reimburse the Lessor for the use of its property. The Lessee agrees to bear a proportion of said maintenance costs and expenses during the term of this lease based upon, and in the same ratio as the total gross weight of all airplanes operated or authorized to be operated by the Lessee bears to the total gross weight of airplanes operated on the demised premises by the Lessor. The Lessee further agrees to bear a proportion of the total utility charges incurred in the operation of the runway lighting system and the control tower and any and all other installations and facilities jointly used with the Lessor during the term of this lease, based upon and in the same ratio as the total gross weight of all airplanes operated or authorized to be operated by the Lessee bears to the total gross weight of airplanes

operated on the demised premises by the Lessor. The Lessee further agrees that, in the event the Lessor's utilization of the premises drops or lowers to a negligible amount or ceases entirely, all costs and expenses made necessary by said maintenance of the demised premises and said utility services for operational facilities shall be borne by the Lessee, and no part or portion thereof shall be borne by the Lessor, and it is understood between the parties that, in the event the use of the premises by the Lessor lowers to a negligible amount or ceases entirely, the Lessee shall maintain the premises and keep the same in good and serviceable condition and repair, including the runways, taxiways, landing mats, runway lights, drainage system and parking aprons. And upon the expiration of this permit and authorization or earlier termination thereof, the Lessee will deliver up and surrender the demised premises to the Government in as good order, condition and repair as the demised premises were in at the time the Lessor's utilization of the premises dropped or lowered to a negligible amount or ceased entirely, damage by flood, incendiaries, acts of God or of the public enemy, the elements, structural defects, ordinary wear, tear and deterioration and other causes beyond the Lessee's control excepted.

3. The Lessee shall have the right to construct a new and complete runway, and/or connecting and service taxiways, parallel to and south of the existing 28-10 runway of said air station, provided, however, that no part of the construction of said runway and/or taxiways shall be commenced without the written consent and approval of the plans for such by the Lessor or its local representative. Except as provided in Paragraph 15 of Section IV, the Lessee agrees that all costs and expenses incurred in the construction and maintenance of said runway and/or taxiways shall be borne by the Lessee, and no part or portion thereof shall be borne by the Navy Department.

4. The Lessee shall have the right of use availability of the demised premises up to fifty (50%) per cent of the maximum use availability. The Lessor reserves the right of use availability of the premises of fifty (50%) per cent of the maximum use availability. The percentage of use availability set for the Lessee or the Lessor may be varied from time to time by mutual agreement between the Lessee and the Lessor or its local representative, provided that a thirty (30) day notice of application for revision of said percentage is presented by the party desiring the revision.

5. The Lessee agrees that in its operation of a public airport, the use of the premises shall be restricted to commercial scheduled and non-scheduled air carriers and that the airfield flight rules and taxi rules shall be established by mutual agreement from time to time between the Lessee and the Lessor or its local representative. It is further agreed that the Lessor and the Lessee (or Civil Aeronautics Administration as arranged by the Lessee) will each man the Flight Control Tower and direct the air traffic on a half-time or fifty (50%) per cent basis and that all operators manning the Flight Control Tower shall be certified by the Civil Aeronautics Administration. The percentage of time the Lessor or the Lessee is responsible for manning the Flight Control Tower and directing the air traffic may be varied from time to time based on relative usage of the premises by mutual agreement between the Lessor or its local representative and the Lessee, provided that a thirty (30) day notice of application for revision of said percentage is presented by the party desiring the revision. The Lessor agrees, during its active utilization of the premises, to provide adequate fire protection and crash rescue facilities for the entire premises in return for the fire protection afforded the facilities of the Lessor within The City of San Diego, California, by the Lessee. It is understood between the parties that in the event the use of the premises by the Lessor lowers to a negligible amount or ceases entirely, all obligations of the Lessor to man the Flight Control Tower and direct air traffic and to provide fire protection and crash rescue facilities shall cease.

II.

The Lessor does hereby grant and demise, lease and let unto the Lessee any and all of that certain tract or parcel of land being and lying within the County of San Diego, State of California, together with those improvements, facilities and installations as are located thereon, said tract of land being shown and delineated in green and titled "Parcel B" upon Map of Naval Auxiliary Air Station, Miramar, California, No. NALL-1/A9-1(1) (1945), attached hereto and entitled Exhibit "A", to which map reference is here made for all purposes of description, to be used for purposes as may be necessary or incidental in connection with the operation of a public airport.

To Have and To Hold the said premises for a term beginning with the date first hereinabove set forth and ending with the 17th day of September, 1997, unless sooner terminated as hereinafter provided. It is agreed however that the said lease herein granted may be extended for a greater period of time upon the mutual consent of the parties hereto, which consent shall be indicated by supplemental agreement to this lease.

The lease herein granted shall be subject to the following terms and conditions:

1. The Lessee agrees to pay and the Lessor agrees to accept the sum of ONE (\$1.00) DOLLAR as the total rental for the premises herein leased. Payment shall be made in advance to the Central Disbursing Office, Bureau of Supplies and Accounts, Navy Department, Washington, D.C.

2. The Lessee, as a part of the consideration hereof, shall maintain and keep in good and serviceable condition and repair, the land, including the drainage ditches and erosion control installations, as well as all of the property hereinabove described so as to adequately and properly protect the Lessor and its property from loss or damage. All costs and expenses incurred and paid by the Lessee in maintaining the said premises shall be borne by the Lessee and no part or portion thereof shall be reimbursed to the Lessee by the Navy Department. The Lessee will maintain and keep the demised premises in a clean, safe and healthful condition according to any applicable Federal or State Laws and municipal ordinances, and will comply with all lawful directives by proper public officials in respect thereto during the term of this lease or any renewal thereof. Upon the expiration of this lease or earlier termination thereof, the Lessee will deliver up and surrender the demised premises to the Government in as good order, condition and repair as the demised premises were in at the beginning of the term of this lease, damage by flood, incendiaries, acts of God or of the public enemy, the elements, structural defects, ordinary wear, tear and deterioration and other causes beyond the Lessee's control excepted.

3. The Lessee agrees to enclose within a fence the premises herein granted and leased, to install barriers and guards and to provide adequate guard personnel so as to insure that the security of the Air Station is properly maintained in so far as the Lessee's operations affect said Air Station. All costs and expenses incurred in the fencing of the premises, in the installations of barriers and guards, and the providing of guard personnel shall be borne by the Lessee, and no part or portion thereof shall be reimbursed to the Lessee by the Navy Department.

4. The Lessor agrees that any buildings or structures located within the areas retained by it for its use in its operation of the Naval Auxiliary Air Station, which become excess to the needs of the Lessor will be made available to the Lessee for moving to the premises here-

in leased to the Lessee. All costs and expenses incurred in the moving and installation of said buildings and structures shall be borne by the Lessee, and no part or portion thereof shall be reimbursed to the Lessee by the Navy Department. The title of all such buildings and structures moved and installed upon the premises herein demised and leased to the Lessee shall remain the property of the Lessor and shall be kept free of mechanics liens and other encumbrances. The said buildings and structures shall be maintained and kept in good and serviceable condition and repair, as specified in Clause No. 2 hereof.

III.

The Lessor does hereby grant, permit and authorize the joint use and occupancy by the Lessee of any and all of that certain tract or parcel of land being and lying within the County of San Diego, State of California, indicated and delineated in yellow and titled "Temporary Access Road" upon Map of Naval Auxiliary Air Station, Miramar, California, No. NAll-1/A9-1(1) (1945) attached hereto and entitled Exhibit "A", to which map reference is hereby made for all purposes of description. Use and occupancy by the Lessee may be continued until such time as the proposed Cabrillo Freeway has been completed to the vicinity of the premises granted to the Lessee under preceding provisions of this lease, at which time the Lessee will provide an access road from said Freeway to the demised premises and the right to use the "Temporary Access Road" will be terminated, except for maintenance and operations personnel. The Lessee agrees to properly maintain said "Temporary Access Road" from the point of its junction with the road shown as "Kearney Road" on Exhibit "A" to the premises granted to the Lessee's use under Part I hereof. The Lessee will, further, be required, during its use of this road, to enforce such security measures as may be deemed necessary or desirable by the local representative of the Lessor in connection with the protection or interests of the Air Station.

IV.

The following terms and provisions shall apply with equal force and effect to all of the lands hereinabove granted, leased or permitted to the use of the Lessee under Part I, Part II or Part III hereof, whether such use by the Lessee is exclusive or jointly with the Lessor, to-wit:

1. The Lessee has examined and knows the condition of the demised premises as of the date hereof. It is understood by the Lessee that the said premises are leased as they are and the Lessee acknowledges that no agreement or promise to decorate, alter, repair or improve said premises, either before or after the execution of this lease, not contained herein, has been made and that no representations as to the condition and repair thereof have been made by the Lessor prior to or at the time of the execution of this lease that are not herein expressed. Nothing herein contained shall be deemed to imply any obligation on the part of the Lessor to furnish the Lessee with any utility services whatsoever, it being expressly understood and agreed that the Lessee shall obtain such services at the Lessee's sole cost and expense and the Lessee shall pay, in addition to the rent above specified, all water rates or rents and all charges for gas, electric light and power. The Lessee shall, however, have the right to connect with and take electric power from the electric lines owned by the Lessor at the Air Station, provided that the Lessee shall install adequate meters or devices for the measurement of electricity and shall contract direct with the utility company providing the electricity for the furnishing and payment therefor of all electricity used by the Lessee and shall bear all costs and expenses incurred in connecting with and modifying the electric lines owned by the Lessor, provided further that all overhead electric lines installed by the Lessee shall be kept clear of all runway areas, extended runway areas, and proposed runway areas and shall be installed in such a manner as to properly protect the Lessor and its property from loss or damage. The Lessee shall also have the right to connect with and take water from the water mains owned by the Lessor at the Air Station, provided that the type and location of such connections are approved by the Lessor, and further provided that the Lessee shall install adequate meters or devices for the measurement of water and, as the water required for the operation of said Air Station is obtained from the Lessee, the Lessee shall deduct the amount of water charges incurred by the Lessee prior to the submission of any bill or claim to the Lessor for the water used by the said Air Station and other establishments owned by the Lessor; provided further that the Lessee shall bear all costs and expenses incurred in connecting with and modifying the water mains owned by the Lessor. The Lessee shall provide its own fuel systems and sewage system for the demised premises all at no cost or expense to the Lessor.

2. The Lessee shall, during the term of this lease, or any renewal thereof, have the right to make alterations, attach fixtures, and erect additions, structures, or signs in and upon the premises hereby leased or permitted to its use; provided, however, that no structures or additions shall be placed or constructed upon the premises by the Lessee except by written consent of the Lessor. The Lessee shall have the further right, during the term of this lease or any renewal thereof, to install equipment, fixtures and other property owned by the Lessee. The Lessee agrees that all costs and expenses incurred in the maintenance and upkeep of all structures, fixtures or additions constructed or installed by the Lessee in or upon the demised premises shall be borne by the Lessee, and no part or portion thereof shall be reimbursed to the Lessee by the Lessor. The Lessee shall not, however, have the right, during the term of this lease, or any renewal thereof, to install or construct upon the demised premises any structures or additions which are not reasonably necessary for the proper conduct and operation of a public airport. The title to all of such property installed in or constructed upon the demised premises by the Lessee shall remain in the Lessee; shall be kept free of mechanics' liens or other encumbrances, and may be removed by the Lessee upon the expiration of this lease or immediately upon the earlier termination thereof. In the event of the failure of the Lessee so to remove its fixtures, additions, temporary structures or other property, then said fixtures, additions or structures shall, at its option, become the property of the Lessor, or the Lessor may remove the same from the demised premises and charge the Lessee with the cost thereof without liability to the Lessee for any damage to the Lessee's property by reason of the removal or disposition thereof.

3. The Lessee agrees that, continuously during the term of this lease, or any renewal term, the demised premises will be operated as a public airport. The Lessee further agrees that unless utilized exclusively for military purposes, the premises will at all times be operated for the benefit of the public, on reasonable terms and without unjust discrimination and without any grant or exercise of any exclusive right for the use of the premises or any of the facilities thereon in air commerce. The Lessee agrees that it will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform all of the covenants and agreements herein made, unless by such transaction the obligation to perform such covenants and agreements is assumed by another public agency. The Lessee in connection with the operation of the facilities covered by this lease shall comply with all rules and regulations applicable to the operation and management of public

airports of the Navy Department, the Civil Aeronautics Board, and the United States Department of Commerce, acting by and through the Civil Aeronautics Administration.

4. The Lessee shall have the right and privilege of contracting with any commercial air carrier, certified by the Civil Aeronautics Board for the use of the facilities at said premises for the loading and unloading of carrier aircraft, with the right of collecting all fees and revenues therefrom. The Lessee shall have the right to provide through concessions or operational or management agreements for the operation of any business or enterprise which is reasonably necessary to the proper conduct and operation of a public airport and for the convenience of the general public using air transportation facilities in domestic and foreign commerce. The Lessee agrees that it will not authorize the use or occupancy of any part or portion of the demised premises or any facility thereon, by any third party whatsoever, unless such use and occupancy is evidenced by some instrument, in writing, and signed by such third party. The Lessee agrees that it will not execute any lease, license, permit, operational or management agreement, or any other instrument affecting the demised premises, or any portion or facility thereof or interest therein to accomplish such purposes, unless thirty (30) days' notice of its intention so to do, in writing, has been received by the Chief of the Bureau of Yards and Docks, Navy Department, Washington, District of Columbia, and the representative of the Lessor herein named. A copy of the instrument in question shall be attached to such notice. No such instrument shall be valid prior to the written approval and consent of the Chief of the Bureau of Yards and Docks. The said instrument shall state the date upon which it will be executed. After such execution properly certified copies of all such instruments shall be furnished the Chief of the Bureau of Yards and Docks and the said representative of the Government.

5. The Lessee, in so far as is within its power and reasonably possible, will prevent any use of the land either within or without the boundaries of the premises, including the construction, erection, alterations, or growth, of any structure or other object thereon, which would be a hazard to the landing, take-off, or maneuvering of aircraft at the airfield, or otherwise limit its usefulness as an airport.

6. The Lessee agrees that in any contract or agreement entered into between it and any commercial air carrier or other aircraft, under which such carrier or aircraft is authorized to operate at said premises, or in any lease, license, permit or other instrument under which any concessionaire is authorized to use any of the facilities upon the demised premises, the Lessee shall require such commercial air carrier, other aircraft or concessionaire to keep and maintain in force liability insurance policies in an amount or amounts sufficient to indemnify and save harmless the Lessor against any expense, claims or demands for the death or injury of any person, or loss, destruction or damage to property of the Lessor occasioned by the operation of aircraft at said airfield or the use and occupancy of any of the facilities thereon by any third parties.

7. In the event that death or injury occurs to any person, or loss, destruction or damage occurs to any property in connection with the maintenance, operation, repair, or use of the demised premises and the facilities covered hereunder, occasioned by the acts or omissions of the Lessee, its officers, agents or employees, or by the operation of any aircraft (other than aircraft of the United States of America), or other means of transportation, the Lessee agrees, in so far as it can lawfully do so, to indemnify and save harmless the Lessor from and against any loss, expense, claims or demands to which the Lessor may be subjected as a result of such death, loss, destruction or damage.

8. The Lessor shall not be responsible for damages to property or injury to persons which may arise incident to the exercise of the rights and privileges herein granted, nor for damages to property of any carrier or other aircraft or for damages to property or injury to the persons or officers, agents or employees of any carrier or others who may be on the said premises at its or their invitation.

9. The Lessee shall store no materials or supplies in or about the said premises which will increase the fire hazard or constitute an unusual risk in that connection, and the Lessee shall at all times use the premises in such manner as not to endanger property of the Lessor.

10. This lease is restricted and the privileges herein granted shall not be assigned or succeeded to in any manner except by operation of law, without the consent of the Lessor obtained beforehand, in writing, and in case of such assignment or succession, so consented to, all of the foregoing conditions and provisions shall apply to such substituted Lessee.

11. The Lessor reserves the right to enter the said premises at any time during the existence of this lease for the purpose of inspecting the same in order to determine whether the terms hereof are being observed and carried out by the Lessee.

12. The Lessor reserves the right and privilege of terminating this lease, in whole or in part, upon thirty (30) days' written notice to the Lessee, in the event of failure of the Lessee to comply with all the covenants and agreements herein set forth, or in the event of a national emergency. The Lessor agrees, in the event this lease is terminated, in whole or in part, due to the demised premises being required in the event of a national emergency, that upon conclusion or termination of said national emergency this lease will be reinstated under the terms as set forth herein, or as modified and revised by the Lessor. Unless otherwise agreed in writing by the parties hereto, the Lessor further agrees that during any period of termination as the result of a national emergency, said Lessor will maintain all fixtures, additions, structures and equipment installed or constructed by the Lessee, and upon reinstatement as provided herein, Lessor will return said fixtures, additions, structures and equipment in as good order, condition and repair as when delivered to the Lessor, damage by flood, incendiaries, acts of God, or of the public enemy, the elements, structural defects, ordinary wear, tear and deterioration and other causes beyond the Lessor's control excepted.

13. All disputes concerning questions of fact arising under this lease shall be decided by the Chief of the Bureau of Yards and Docks subject to written appeal within thirty (30) days to the Secretary of the Navy or his duly authorized representative, whose decision shall be final and conclusive upon the respective parties.

14. All activities authorized hereunder shall be subject to such reasonable rules and regulations, as regards supervisions or otherwise, as may, from time to time, be prescribed by the Lessor, or by the Commander, Naval Air Bases, Eleventh Naval District, Headquarters, San Diego, California, who is hereby designated as the local representative of the Navy Department.

15. Nothing herein contained shall prevent, or be construed to prevent, the Lessee from applying for or obtaining Federal Aid under the "Federal Airport Act", or acts amendatory or supplemental thereto, for the development of the demised premises as a "public airport". It is understood and agreed that this agreement may be amended from time to time by mutual consent of the parties in order to conform to any requirements of any Federal Statute, rule, or regulation, compliance with which would be a condition precedent to the expenditure of Federal Funds for the development of the demised premises as a "public airport".

16. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this permit, or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if such permit be

for the general benefit of such corporation or company.

IN WITNESS WHEREOF, The Navy Department, on behalf of the United States of America, has caused this lease to be executed, and The City of San Diego has caused this lease to be executed by its City Manager, pursuant to resolution of the Council of said City authorizing such execution, this 18th day of September, 1947.

THE UNITED STATES OF AMERICA,
By WILLIS R. DUDLEY
By Direction of the Chief of the
Bureau of Yards and Docks, acting
under the direction of the Secretary
of the Navy.

(SEAL)

THE CITY OF SAN DIEGO, CALIFORNIA
By F. A. RHODES, City Manager

I, Fred W. Sick, certify that I am the City Clerk of The City of San Diego, the political subdivision named herein; that Fred A. Rhodes, who signed on behalf of said political subdivision, was then City Manager thereof; that the foregoing instrument was duly signed for and in behalf of said The City of San Diego by authority of its governing body, and is within the scope of its corporate powers.

FRED W. SICK
City Clerk of The City of San Diego, California
By AUGUST M. WADSTROM, Deputy

I hereby approve the form of the within and foregoing Lease this 18th day of September, 1947.

J. F. DuPAUL, 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 Agreement with the United States of America for Auxiliary Air Station at Miramar, California; being Document No. 377740.

FRED W. SICK
City Clerk of The City of San Diego, California

By *Helen M. Willyg* Deputy

A G R E E M E N T

THIS AGREEMENT, Made and entered into this 17th day of August, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation, party of the first part, hereinafter sometimes designated as the "City" or "Lessor", and TOM H. HAYNES, FRANK J. GUTHRIE and WARNER AUSTIN, a co-partnership, party of the second part, hereinafter designated as the "lessee", WITNESSETH:

That whereas, the party of the second part is desirous of leasing from The City of San Diego that certain building located in Balboa Park and known as the State Building and also the building and premises known as the Ford Bowl, together with the parking area bounded on the north by a line extending from the northerly line of the State Building to the northerly line of the Municipal Gymnasium building, and south to the Ford Building, except that there shall be left an entrance to the public for all patrons of the Municipal Gymnasium Building during all the times hereinafter mentioned; for a period of nineteen (19) days from April 17th to May 5th, 1948, both inclusive, for the purpose of conducting the California Sportsmen's Show.

It is further understood that said lessees may have the use of said building for the same period of time on such dates as shall hereafter be agreed upon, for the years 1949, 1950, 1951 and 1952; in order for said lease to be effective for such years, lessees are required to give notice in writing on or before August 15th of each year for each succeeding year they wish to use said premises and if notice is not given by the said 15th day of August for the succeeding year, this contract may be cancelled by either party to this agreement.

NOW, THEREFORE: IT IS AGREED AS FOLLOWS:

1. In consideration of the matters and things hereinafter set forth, The City of San Diego does hereby lease and let unto Tom H. Haynes, Frank J. Guthrie and Warner Austin, a co-partnership, and Tom H. Haynes, Frank J. Guthrie and Warner Austin, a co-partnership does hereby take and accept from The City of San Diego, the State Building, the Ford Bowl and the parking area hereinabove described, located in Balboa Park for the time and purpose hereinabove mentioned, for the sum of Two Thousand Dollars (\$2,000.00) for each year during the term of this lease - the payment of said sum of \$2000.00 to be made within ten (10) days following the last day of usage or occupancy by the said party of the second part under this agreement.

2. The lessee agrees to provide police protection and to secure its own employees while using said building, at its own expense.

3. Nothing in this agreement shall be construed as making the lessee an agent or employee of the City for any purpose, nor as creating between the City and the lessee, a relation of partnership or joint adventure.

4. The lessee agrees to operate in such a manner as to conform with all federal, state and municipal laws, ordinances and rules and said lessee agrees for itself, its agents and employees, to hold the City free from any and all liability or obligations arising out of the operation of said premises or the carelessness, negligence or improper conduct of said lessee, its agents or employees and said lessee agrees to reimburse the City, its officers and agents for all expenses, costs and judgments arising from a breach of these conditions.

5. Violation of any of the provisions of this contract shall be cause for the immediate cancellation of said contract without any liability upon the said City of San Diego.

6. The City Auditor and Comptroller shall have the right to examine any and all financial records appertaining to the operations of the lessee permitted under this agreement. The lessee agrees to keep records which will adequately reflect all financial transactions of its business and to the satisfaction of the City Auditor and shall make available to the Auditor and Comptroller such records at any time as may be necessary for auditing purposes.

7. Time is of the essence of all the terms, conditions and provisions of this agreement.

8. The lessee agrees to remove all its personal property, goods, chattels and effects from said building immediately upon the expiration of the time for which it has leased the same, and in the event that said lessee fails to remove said property the City shall have the right and privilege to remove the same or place it in storage for said lessee.

9. The lessee states that no representation as to the condition of the premises has been made by said City and that the lessee has made a thorough inspection of said premises and relies wholly on said inspection and agrees to accept said building in the condition existing on the date hereof. Said lessee further agrees to return the premises to the City at the expiration or other termination of this agreement in as good condition as when received, reasonable wear, tear and damage by the elements excepted.

10. It is understood and agreed that all repairs, improvements, alterations, installations and construction in and on the premises set forth in this lease shall be made subject to the approval of the City Manager and all improvements of a permanent nature in or to the premises shall be considered as fixtures and remain as a part of the premises upon the termination of this lease.

It is further understood that all such repairs, improvements, alterations, installations and construction made by the lessee shall be at its own cost and expense.

11. The lessee agrees not to use or store, or permit to be used or stored on the premises, any substances or article or commodities in such a manner as to impair or render void any fire insurance upon the buildings or premises herein mentioned.

12. It is understood and agreed that any food or drink concession which may be had in connection with this lease shall be retained by the City or a city concessionaire.

13. The lessee waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the electrical apparatus or wires of said building or premises, or by reason of any loss or impairment of light or current which may occur from time to time from any cause or for any loss or damage sustained by the lessee resulting from war, fire, water, storm, civil commotion or riots, and the lessee waives all rights, claims and demands and forever releases and discharges the said City and its officers and agents from any of said causes.

14. The lessee waives any and all claims for compensation for any and all loss or damage sustained by reason of any interference by any public agency or official in the operation of said premises.

15. The lessee agrees to refer all disputes to the City Manager of The City of San Diego and agrees to abide by his decision and at the request of the City Manager and without the making of specific charges, agrees to discharge any employee who is unsatisfactory to the said City.

16. The lessee shall not sublet or sublease or assign any right or interest held by it under the terms of this lease without the written approval of the City Manager, except that it is understood and agreed that the lessee shall have the right to rent exhibitors' space to persons wishing to exhibit in said buildings.

17. The lessee agrees at its own cost to secure and file with the City of San Diego an indemnity and public liability insurance policy written by a company authorized to do business in the State of California and satisfactory to the City Manager of The City of San Diego; said bond to be kept in force throughout the period of this agreement and in the event that any such bond or insurance policy is cancelled or that the Company which has written the same shall cease to be financially responsible to the satisfaction of the City Manager of The City of San Diego, then upon notice by the City to said lessee another policy of insurance similar in amount and written by a company satisfactory to the City Manager shall forthwith be substituted for the other policy. Said policy of insurance shall be a public liability policy in an amount of not less than \$100,000.00 nor more than \$200,000.00, with The City of San Diego named as an additional assured.

It is also understood and agreed that if lessee shall have employees that it shall secure policies of workmen's compensation insurance covering all such employees.

18. In consideration of the rental agreed to be paid by the lessee, the City agrees to furnish the building hereinabove mentioned and to furnish such utilities as light, water and heat.

The City also agrees to furnish janitor service and to furnish portable bleachers now owned by the City for use in said buildings if the lessee so desires.

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be executed by its City Manager, acting under and pursuant to Resolution No. 86914 of the City Council, adopted August 26, 1947 authorizing such execution, and Tom H. Haynes, Frank J. Guthrie and Warner Austin, a co-partnership, as lessee, has hereunto subscribed its name, as lessee, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
Lessor,

By F. A. RHODES, City Manager
TOM H. HAYNES
WARNER AUSTIN
FRANK J. GUTHRIE
Co-partners,
Lessee.

I HEREBY APPROVE the form of the foregoing Agreement, this 18 day of Aug., 1947.

J. F. DuPAUL, 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 Agreement with Tom H. Haynes, Frank J. Guthrie and Warner Austin relative to lease of State Building and the Ford Bowl; being Document No. 377741.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Willig Deputy

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, Made and entered into this 19th day of September, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation, party of the first part, hereinafter sometimes designated as the "City" or "Lessor", and TOM H. HAYNES, FRANK J. GUTHRIE and WARNER AUSTIN, a co-partnership, party of the second part, hereinafter designated "lessee", WITNESSETH:

THAT WHEREAS, an Agreement was made and entered into by and between the parties to this contract on the 17th day of August, 1947, for the leasing of the State Building and the Ford Bowl, for nineteen (19) days in each year for a period of five (5) years; and

WHEREAS, said agreement contained no cancellation clause,

and

WHEREAS, it is agreeable to both parties that a cancellation clause be made as between said parties; NOW, THEREFORE,

IT IS AGREED, that in consideration of the mutual benefits to be derived by the respective parties hereto, that said previous contract may be supplemented by the following agreement:

IT IS UNDERSTOOD AND AGREED that the contract dated August 17, 1947, between the parties mentioned in this Supplemental Agreement, may be cancelled at any time that The City of San Diego may desire to use the premises mentioned in said lease agreement for any major improvement for the City such as an exposition, or for any other purpose wherein a major improvement would require the use of said premises by the City;

IT IS FURTHER AGREED that the lessor will give notice to the lessee of its intention to cancel said contract on or before August 1st of the year preceding the year for which the cancellation shall be made.

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be executed by its City Manager acting under and pursuant to Resolution No. 85914 of the City Council, adopted August 25, 1947, authorizing execution of lease agreement with lessees, and Tom H. Haynes, Frank J. Guthrie and Warner Austin, a co-partnership, as lessee, has hereunto subscribed its name, the day and year first above written in this Supplemental Agreement.

THE CITY OF SAN DIEGO,
Lessor

By F. A. RHODES, City Manager
TOM H. HAYNES
FRANK J. GUTHRIE
WARNER AUSTIN
Co-Partners,
Lessee.

I HEREBY APPROVE the form of the foregoing Supplemental Agreement this 18th day of September, 1947.

J. F. DuPAUL, City Attorney,
By J. H. McKINNEY,
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Supplemental Agreement with Tom H. Haynes, Frank J. Guthrie and Warner Austin relative to lease of State Building and the Ford Bowl; being Document No. 377742.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helan M. Willig Deputy

AMENDMENT AND MODIFICATION OF AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of September, 1947, 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 "City", and SEVERIN CONSTRUCTION COMPANY, a corporation, party of the second part, hereinafter sometimes designated as "Contractor", WITNESSETH:

That whereas, The City of San Diego and the contractor, on the 30th day of July, 1947, made and entered into a contract for the construction by the contractor of a fire station to be known as Fire Station No. 12, at Imperial Avenue and Ozark Street in the City of San Diego, at an agreed price of \$20,990.00;

and

WHEREAS, The City of San Diego now wishes to have some additional work done to said building; and

WHEREAS, said contractor is ready and willing to perform said additional work; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

That for and in consideration of the prices hereinafter stated, the contractor will perform certain work for the City in addition to that set forth in the contract dated July 30, 1947 (being Document No. 375131) said additional work and the price for performing each piece of work being set forth as follows:

- 1. Two General Control Thermostats installed . . . \$ 80.00
- 2. Addition of 150 L.F. of 2" rigid conduit . . . 84.00
- 3. Addition of 100 L.F. of 1/2" reinforcing steel in flower boxes . . . 11.00
- 4. Scuttle hole to be constructed in roof of hose tower . . . 32.00
- 5. Substitute 1-1/4" copper pipe in lieu of wrapped 1-1/2" galvanized iron pipe for water lines . . . 48.00
- 6. Increase sizes of furnace pits . . . 100.00
- 7. Substitute copper in lieu of galvanized iron for flashing, downspout and louvre ends . . . 77.00
- 8. Boot and clothes lockers to be same as those in Station #22 . . . no charge
- 9. Increase width of overhead apparatus room door 1' - 0" . . . no charge
- 10. Provide sash balances in lieu of weights and cords . . . no charge
- 11. All windows to be stock width of 1-3/8" . . . no charge
- 12. Change position of drain pipe in hose pit . . . no charge
- 13. Additional screens for all windows except apparatus room and kitchen. . . 155.00
- 14. Venetian blinds for all windows except window in shower room, kitchen, and apparatus floor. . . 195.00
- 15. Roller shades (washable) for 3 windows in kitchen. . . 10.00

TOTAL . . . \$804.00

Other than the additional work hereinabove described, and the change of contract in

this respect, said original contract shall remain in full force and effect.

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. 87070 of the Council authorizing such execution, and the contractor has caused this contract to be executed, and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
By F. A. RHODES, City Manager
SEVERIN CONSTRUCTION COMPANY,
By NELS G. SEVERIN,
President, Contractor

ATTEST:
MURIEL GREGORY
Asst. Secy.

(SEAL)
I HEREBY APPROVE the form and legality of the foregoing contract this 23rd day of September, 1947.

J. F. DuPAUL, 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 Amendment and modification of Agreement with Severin Construction Company re. fire station No. 12 at Imperial Avenue and Ozark Street; being Document No. 377825.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Willyg Deputy

WAR DEPARTMENT
Corps of Engineers
South Pacific Division

LEASE NO. W 2972-eng-881

SUPPLEMENTAL AGREEMENT ACCEPTING PROPOSED RESTORATION

THIS SUPPLEMENTAL AGREEMENT entered into this 24 day of July 1947, by and between the City of San Diego, a Municipal Corporation, whose address is Civic Center, San Diego, California, for itself, its successors, and assigns, hereinafter called the Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government, WITNESSETH THAT:

WHEREAS, on 1 April 1943 a lease was entered into between Thomas Garfield, a married man as his separate property and the Government covering,

Lots 36 and 37, Block C. Pacific View, according to Official Map thereof No. 1497, filed in Office of the County Recorder, November 15, 1912, in the City of San Diego, County of San Diego, State of California and more particularly described in said Lease. Containing approximately 0.153 acres,

for the period 1 April 1943 to June 30 1943, and continuing thereafter to six months after the date of the termination of the unlimited National Emergency as declared by the President of the United States in Proclamation No. 2487, dated May 27, 1941, subject to the conditions as set forth in paragraph 3 of Supplemental Agreement To Dispense With Notice of Renewal dated 31 May 1943;

WHEREAS, said lease will terminate on the 25 day of July 1947;

WHEREAS, said lease was duly transferred and assigned to the City of San Diego, a Municipal Corporation on 30 August 1945;

WHEREAS, the Lessor has given notice that restoration of the premises by the Government in accordance with paragraph 8 of said lease will be required; and

WHEREAS, the Government is prepared to undertake the restoration of the premises in the following manner:

Remove (9) Concrete piers 12"x12"x24"
Level mound at Latrine pit - 12 cubic yards
Backfill latrine pit - 1 cubic yard
Clean-up rubbish and scrap left on premises

NOW, THEREFORE, in consideration of the foregoing, the parties hereto do mutually agree as follows:

1. That the Government will accomplish restoration of the premises in the manner aforesaid.

2. That performance of the restoration proposed by the Government will be accepted by the Lessor in full satisfaction of the obligation of the Government to restore the premises, and the Lessor hereby remises, releases, and forever discharges the Government, its officers and agents, or employees, of and from any and all manner of actions, liability, and claims (except any unpaid rent for the period ending on the date of completion of performance of restoration by the Government) against the Government, its officers, agents, and employees, which the Lessor now has or ever will have for the further restoration of said premises or by reason of any other matter, cause or thing whatsoever particularly arising out of said lease and the occupation by the Government of the aforesaid premises; and the Lessor and all persons hereafter claiming any right, title, or interest under the Lessor will execute and deliver such further releases, for the more effectual release of the Government by reason of said obligation to restore said premises, or by reason of any other matter, cause, or thing whatsoever particularly arising out of said lease and the occupation by the Government of the aforesaid premises, as the Government at any time hereafter may request.

3. That the Lessor will upon completion of the restoration referred to above assume custody and the care of the said premises, the Government thereafter being relieved from any further responsibility therefor.

4. That no member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

IN WITNESS WHEREOF the parties hereto have hereunto subscribed their names as of the date first above written.

THE CITY OF SAN DIEGO,
a Municipal Corporation
By F. A. RHODES (SEAL)
Lessor City Manager

THE UNITED STATES OF AMERICA
By A. T. W. MOORE
A. T. W. Moore
Colonel, Corps of Engineers
Contracting Officer

(The following certificate shall be executed by the secretary or assistant secretary.)

I, F. W. Sick certify that I am the City Clerk Secretary of the corporation named as Lessor in the attached Supplemental Agreement; that F. A. Rhodes, who signed said Supplemental Agreement on behalf of the Lessor was then City Manager of said corporation; that said Supplemental Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

F. W. SICK (Corporate Seal)

JOINT SURVEY

This Joint Survey is made by the undersigned Lessor and the undersigned Representatives of the Government in connection with the termination of Lease No. W02972-eng-881.

The following items of restoration are considered by the Lessor to be the only items which are the responsibility of the Government, taking into consideration (a) the original Joint Survey and Statement of Condition of Premises and (b) ordinary wear and tear based on the purpose of the Lease, and are the only items for which the Lessor demands restoration.

ITEM NO.	DESCRIPTION
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- | | |
|----|--|
| 1. | Nine (9) concrete piers (portion of 30 piers) left on premises after removal of building No. T-362. Remove concrete piers from the premises. |
| 2. | Pit latrine trench. Remove scrap lumber and rubbish from premises. Backfill pit and level dirt mount to adjacent area. |

THE CITY OF SAN DIEGO
A Municipal Corporation
BY: F. A. RHODES
Owner or authorized representative
1500 Pacific Highway
San Diego California

UNITED STATES REPRESENTATIVES:
JAMES J. HERRERO
District Engineer Representative
Appraisal Engr. 23 June 1947

ORVAL N. NAIL
Division Real Estate Representative
Negotiator 23 June 1947

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Supplemental Agreement with War Department relative to proposed restoration under Lease No. W 2972-eng-881 (Block C, Pacific View); being Document No. 377826.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Willyg Deputy

WAR DEPARTMENT
Corps of Engineers
South Pacific Division

LEASE NO. W04-193-eng-1484

SUPPLEMENTAL AGREEMENT ACCEPTING PROPOSED RESTORATION

THIS SUPPLEMENTAL AGREEMENT entered into this 13 day of October 1946, by and between the City of San Diego, a Municipal Corporation, whose address is Civic Center, San Diego, California, for itself, its successors, and assigns, hereinafter called the Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government, WITNESSETH THAT:

WHEREAS, on 1 November 1943 a lease was entered into between the Lessor and the Government covering:

Lots 15 to 25 inclusive, Block "C" of Pacific View, according to Map thereof No. 1497 filed in the Office of the County Recorder of said San Diego County, in the City of San Diego, County of San Diego, State of California and more particularly described in said lease.

Containing 0.75 acres,

for the period 1 November 1943 to 30 June 1944 and continuing thereafter to six months after the date of the termination of the unlimited National Emergency as declared by the President of the United States in Proclamation No. 2487, dated May 27, 1941, subject to the conditions set forth in paragraph 3 of said lease;

WHEREAS, said lease will terminate on the 14 day of October 1946;

WHEREAS, the Lessor has given notice that restoration of the premises by the Government will be required; and

WHEREAS, the Government is prepared to undertake the restoration of the premises in the following manner:

Clean-up rubbish left over after removal of Building T-366

NOW, THEREFORE, in consideration of the foregoing, the parties hereto do mutually agree as follows:

1. That the Government will accomplish restoration of the premises in the manner aforesaid.

2. That performance of the restoration proposed by the Government will be accepted by the Lessor in full satisfaction of the obligation of the Government to restore the premises, and the Lessor hereby remises, releases, and forever discharges the Government, its officers and agents, or employees, of and from any and all manner of actions, liability, and claims (except any unpaid rent for the period ending on the date of completion of performance of restoration by the Government) against the government, its officers, agents, and employees, which the Lessor now has or ever will have for the further restoration of said premises or by reason of any other matter, cause or thing whatsoever particularly arising out of said lease and the occupation by the Government of the aforesaid premises; and the Lessor and all persons hereafter claiming any right, title, or interest under the Lessor will execute and

deliver such further releases, for the more effectual release of the Government by reason of said obligation to restore said premises, or by reason of any other matter, cause, or thing whatsoever particularly arising out of said lease and the occupation by the Government of the aforesaid premises, as the Government at any time hereafter may request.

3. That the Lessor will upon completion of the restoration referred to above assume custody and the care of the said premises, the Government thereafter being relieved from any further responsibility therefor.

4. That no member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

IN WITNESS WHEREOF the parties hereto have hereunto subscribed their names as of the date first above written.

THE CITY OF SAN DIEGO,
 a Municipal Corporation
 By: F. A. RHODES (SEAL)
 Lessor City Manager
 THE UNITED STATES OF AMERICA
 By: A. T. W. MOORE
 A. T. W. Moore
 Colonel, Corps of Engineers
 Contracting Officer

(The following certificate shall be executed by the secretary or assistant secretary)

I, F. W. Sick Certify that I am the City Clerk of the corporation named as Lessor in the attached Supplemental Agreement, that F. A. Rhodes, who signed said Supplemental Agreement on behalf of the Lessor was then City Manager of said corporation; that said Supplemental Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

F. W. SICK (Corporate Seal)

JOINT SURVEY

This Joint Survey is made by the undersigned Lessor and the undersigned Representatives of the Government in connection with the termination of Lease No. W-04-193-eng-1484.

The following items of restoration are considered by the Lessor to be the only items which are the responsibility of the Government, taking into consideration (a) the original Joint Survey and Statement of Condition of Premises and (b) ordinary wear and tear based on the purpose of the Lease, and are the only items for which the Lessor demands restoration.

ITEM NO.	DESCRIPTION
1.	Rubbish left on premises after removal of Building No. T-355. Remove rubbish from premises.

THE CITY OF SAN DIEGO
 A Municipal Corporation
 BY: F. A. RHODES
 Owner or authorized representative
 1500 Pacific Highway
 San Diego California

UNITED STATES REPRESENTATIVES:
 James J. Herrero
 District Engineer Representative
 Appraisal Engr. 23 June 1947
 Orval N. Nail
 Division Real Estate Representative
 Negotiator 23 June 1947

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Supplemental Agreement with War Department relative to proposed restoration under Lease No. W04-193-eng-1484 (Block C, Pacific View); being Document No. 377827.

FRED W. SICK
 City Clerk of The City of San Diego, California

By Helen M. Willey Deputy

A G R E E M E N T

PROJECT: Reconstruction and Enlargement - - - Sewage Treatment Plant, San Diego, California.

PROPOSAL: for furnishing Cast Iron Pipe, and/or Valves.

THIS AGREEMENT, made the 17th day of September, 1947, by and between the City of San Diego, San Diego County, California, herein called the "City", and INDUSTRIES SUPPLY COMPANY, a corporation herein called the "Contractor",

WITNESSETH: That the City and the contractor for the consideration stated herein agree as follows:

ARTICLE I: SCOPE OF WORK. The contractor shall perform, within the time stipulated, the contract as herein defined of which this agreement is a component part and everything required to be performed, and shall provide and furnish any and all of the labor, materials, tools, expendable equipment and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work covered by the contract in connection with the City's project as identified above, all in strict conformity with the plans and specifications, including any and all addenda issued by the City, and the other contract documents hereinafter enumerated.

It is agreed that said labor, materials, tools, equipment and services shall be furnished and the contract performed and completed under the direction and supervision and subject to the approval of the City or its authorized representative.

ARTICLE II: CONTRACT PRICE. The City shall pay the contractor as full consideration for the faithful performance of this contract, subject to any additions or deductions as provided in the contract documents, the contract price as computed in the proposal, a copy of which is attached hereto and made a part hereof, and at the time and in the manner set forth in the specifications attached hereto.

Payments are to be made to the contractor in accordance with and subject to the provisions of the contract.

ARTICLE III: PRICE ADJUSTMENT CLAUSE FOR CAST IRON PIPE. Bidder shall state the pig iron price per ton on which the prices stated in his proposal are based. In the event pig iron prices are increased or decreased prior to date of shipment, the contract price of the pipe offered in his proposal is to be adjusted for such increase or decrease in pig iron cost at the rate of \$2.00 (or proportionate fraction thereof) per ton of 2000 lbs. on the calculated weight of the pipe as listed in the above mentioned specifications, for each one dollar (or fraction thereof) per ton increase or decrease in the price of pig iron.

The extent of the increase or decrease in pig iron prices shall be determined by the price on "Southern No. 2 Birmingham" pig iron in the "Comparison or Prices" appearing in the magazine "Steel" published by the Penton Publishing Company, Cleveland, Ohio.

Bidder shall in addition state charges per net ton for rail and water shipment, including total through freight, insurance and inspection charges for the various sizes of pipe. Bidder shall also show rates for shipment via all rail.

Any increase or decrease in the above mentioned through freight charges prior to date of shipment shall be for the account of the City of San Diego.

The total price shall not be increased nor decreased under the foregoing price adjustment clause by more than fifteen per cent of the original bid price, exclusive of freight charges.

ARTICLE IV: PRICE ADJUSTMENT CLAUSE FOR VALVES.

If the manufacturer makes general increases to the trade in the price of the product, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by the bidder to the City, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances; provided, however, that any increase to the City, allowed under above conditions, shall not exceed fifteen per cent of the price quoted to the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to the City of San Diego, such decrease, if any, not to exceed fifteen per cent of price quoted.

ARTICLE V: COMPONENT PARTS OF THE CONTRACT. The contract entered into by the acceptance of the contractor's bid and the signing of this agreement consists of the following documents, all of which are component parts of said contract and as fully a part thereof as if herein set out in full, and, if not attached, as if hereto attached:

- | | |
|-------------------------------|----------------------------|
| 1. This agreement | 4. Information for bidders |
| 2. Addenda No. __, __, __, __ | 5. Advertisement for bids |
| 3. Specifications | 6. Bid |

In the event of any conflict or inconsistency between any of the foregoing documents, the conflict or inconsistency shall be resolved upon the basis of the numerical order of the documents, with the document or documents assigned the lower number or numbers being controlling over any document having a higher number in the numerical order set forth above.

IN WITNESS WHEREOF, two (2) identical counterparts of this agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by the contractor hereinabove named, and by the City of San Diego by its City Manager, as authorized by Resolution No. 85945 of its Council, adopted on the 2nd day of September, 1947.

	CITY OF SAN DIEGO
By	F. A. RHODES City Manager INDUSTRIES SUPPLY COMPANY Contractor
By	PAUL B. RAYBURN, JR. President Title

ATTEST: if Corporation
Corporate
Seal CHARLES FOX, JR.
Title Secretary

WITNESSES: if individual or
partnership

I HEREBY APPROVE the form and legality of the foregoing Agreement this 20th day of September, 1947.

	J. F. DuPAUL, City Attorney
By	J. H. MCKINNEY Deputy City Attorney

FAITHFUL PERFORMANCE BOND

KNOW ALL MEY BY THESE PRESENTS, that INDUSTRIES SUPPLY COMPANY, a corporation, as Principal and COLUMBIA CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of NEW YORK as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO THOUSAND SEVENTY-SEVEN and no/100 Dollars (\$2,077.00), lawful money of the United States of America, to be paid to said City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 17th day of September, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said Principal has entered into the annexed contract with The City of San Diego, to furnish and deliver to said City certain valves in accordance with the plans and specifications, referred to in said contract, and for the contract price herein set forth.

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

ATTEST:	INDUSTRIES SUPPLY COMPANY
CHARLES FOX, JR. Secretary	By PAUL B. RAYBURN, JR. Principal President
(SEAL)	COLUMBIA CASUALTY COMPANY
ATTEST:	Surety
HAZEL D. ROTH	By A. H. ANDERSON (SEAL) (A. H. Anderson) Attorney in Fact

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

On this 17th day of September, in the year 1947, before me, HAZEL DOROTHY ROTH, a

NOTARY PUBLIC in and for said County and State, personally appeared A. H. ANDERSON, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the COLUMBIA CASUALTY COMPANY, and acknowledged to me that he subscribed the name of the COLUMBIA CASUALTY COMPANY thereto as principal, and his own name as Attorney-in-fact.
(SEAL) HAZEL DOROTHY ROTH

Notary Public in and for said County and State
My Commission Expires June 27, 1950

I hereby approve the form of the within bond, this 20th day of September, 1947.

J. F. DuPaul, City Attorney
By J. H. McKINNEY
Deputy City Attorney

I hereby approve the foregoing bond this 22nd day of September, 1947.
F. A. RHODES,
City Manager

GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that INDUSTRIES SUPPLY COMPANY, a corporation, as Principal and COLUMBIA CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of NEW YORK, as Surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of TWO THOUSAND SEVENTY-SEVEN and no/100 Dollars (\$2,077.00) (not less than 25% of the contract price), lawful money of the United States of America, for the payment of which, well and truly to be made, we, and each of us, do hereby bind ourselves; our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal has entered into the annexed contract to furnish and deliver to the City of San Diego certain cast iron pipe and/or valves, all as more particularly specified in said contract; and whereas, said Principal does hereby guarantee that the materials and workmanship used in the manufacture of the material and equipment specified in said contract shall conform in all respects to the requirements of the specifications attached to said contract, and shall be satisfactory to the City Engineer of said City of San Diego in all respects for the services for which said materials and equipment are to be installed, for a period of one year after installation.

THE CONDITION OF THIS BOND IS SUCH, that if each and all of said materials and equipment furnished by the Principal under the same contract does conform to the requirements of said specifications in all respects and is satisfactory to the City Engineer of said City of San Diego; or if the Principal, upon demand by the City of San Diego, shall promptly replace, at his own expense, any and all of said materials and/or equipment which, upon testing, shall develop any defects, or which shall be found not to conform in all respects to the requirements of said specifications, or which shall not operate to the satisfaction of the City Engineer, for said period of one year after installation, then this obligation shall become void; otherwise, to remain in full force and effect.

IN WITNESS WHEREOF, we have executed this agreement, this 17th day of September, 1947.

(SEAL) INDUSTRIES SUPPLY COMPANY
Principal
By PAUL B. RAYBURN, JR.
President
COLUMBIA CASUALTY COMPANY (SEAL)
Surety
By A. H. ANDERSON
(A. H. Anderson) Attorney in Fact

ATTEST:
CHARLES FOX, JR.
Secretary

ATTEST:
HAZEL D. ROTH

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

On this 17th day of September, in the year 1947, before me, HAZEL DOROTHY ROTH, a NOTARY PUBLIC in and for said County and State, personally appeared A. H. ANDERSON known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the COLUMBIA CASUALTY COMPANY, and acknowledged to me that he subscribed the name of the COLUMBIA CASUALTY COMPANY thereto as principal, and his own name as Attorney-in-fact.

(SEAL) HAZEL DOROTHY ROTH
Notary Public in and for said County and State

My Commission Expires June 27, 1950

I hereby approve the form of the foregoing bond, this 20th day of September, 1947.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney

I hereby approve the foregoing bond, this 22nd day of September, 1947.
F. A. RHODES
City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Industries Supply Company for furnishing valves for Sewage Treatment Plant Enlargement; being Document No. 377828.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Willy Deputy

A G R E E M E N T

PROJECT: Reconstruction and Enlargement - - - Sewage Treatment Plant, San Diego, California.

PROPOSAL: for furnishing Cast Iron Pipe, and/or Valves.

THIS AGREEMENT, made the 17th day of September, 1947, by and between the City of San Diego, San Diego County, California, herein called the "City", and CRANE CO., a corporation, herein called the "Contractor",

WITNESSETH: That the City and the contractor for the consideration stated herein agree as follows:

ARTICLE I: SCOPE OF WORK. The contractor shall perform, within the time stipulated, the contract as herein defined of which this agreement is a component part and everything

required to be performed, and shall provide and furnish any and all of the labor, materials, tools, expendable equipment and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work covered by the contract in connection with the City's project as identified above, all in strict conformity with the plans and specifications, including any and all addenda issued by the City, and the other contract documents hereinafter enumerated.

It is agreed that said labor, materials, tools, equipment and services shall be furnished and the contract performed and completed under the direction and supervision and subject to the approval of the City or its authorized representative.

ARTICLE II: CONTRACT PRICE. The City shall pay the contractor as full consideration for the faithful performance of this contract, subject to any additions or deductions as provided in the contract documents, the contract price as computed in the proposal, a copy of which is attached hereto and made a part hereof, and at the time and in the manner set forth in the specifications attached hereto.

Payments are to be made to the contractor in accordance with and subject to the provisions of the contract.

ARTICLE III: PRICE ADJUSTMENT CLAUSE FOR CAST IRON PIPE. Bidder shall state the pig iron price per ton on which the prices stated in his proposal are based. In the event pig iron prices are increased or decreased prior to date of shipment, the contract price of the pipe offered in his proposal is to be adjusted for such increase or decrease in pig iron cost at the rate of \$2.00 (or proportionate fraction thereof) per ton of 2000 lbs. on the calculated weight of the pipe as listed in the above mentioned specifications, for each one dollar (or fraction thereof) per ton increase or decrease in the price of pig iron.

The extent of the increase or decrease in pig iron prices shall be determined by the price on "Southern No. 2 Birmingham" pig iron in the "Comparison of Prices" appearing in the magazine "Steel" published by the Penton Publishing Company, Cleveland, Ohio.

Bidder shall in addition state charges per net ton for rail and water shipment, including total through freight, insurance and inspection charges for the various sizes of pipe. Bidder shall also show rates for shipment via all rail.

Any increase or decrease in the above mentioned through freight charges prior to date of shipment shall be for the account of the City of San Diego.

The total price shall not be increased nor decreased under the foregoing price adjustment clause by more than fifteen per cent of the original bid price, exclusive of freight charges.

ARTICLE IV: PRICE ADJUSTMENT CLAUSE FOR VALVES. If the manufacturer makes general increases to the trade in the price of the product, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by the bidder to the City, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances; provided, however, that any increases to the City, allowed under above conditions, shall not exceed fifteen per cent of the price quoted to the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to the City of San Diego, such decrease, if any, not to exceed fifteen per cent of price quoted.

ARTICLE V. COMPONENT PARTS OF THE CONTRACT. The contract entered into by the acceptance of the contractor's bid and the signing of this agreement consists of the following documents, all of which are component parts of said contract and as fully a part thereof as if herein set out in full, and, if not attached, as if hereto attached:

- | | |
|----------------------------|----------------------------|
| 1. This agreement; | 4. Information for bidders |
| 2. Addenda No. __, __, __, | 5. Advertisement for bids |
| 3. Specifications | 6. Bid |

In the event of any conflict or inconsistency between any of the foregoing documents, the conflict or inconsistency shall be resolved upon the basis of the numerical order of the documents, with the document or documents assigned the lower number or numbers being controlling over any document having a higher number in the numerical order set forth above.

IN WITNESS WHEREOF, two (2) identical counterparts of this agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by the contractor hereinabove named, and by the City of San Diego by its City Manager, as authorized by Resolution No. 85942 of its Council, adopted on the 2nd day of September, 1947.

CITY OF SAN DIEGO
By F. A. RHODES,
City Manager

By R. E. MUSE
Manager

I HEREBY APPROVE the form and legality of the foregoing Agreement this 22nd day of September, 1947.

J. F. DuPAUL, City Attorney,
By J. H. McKINNEY,
Deputy City Attorney

The undersigned, H. F. POTTER, hereby certifies that he is the Secretary of CRANE CO., an Illinois corporation, and that the following is a true and correct copy of Section 1 of Article VII of the By-Laws of said corporation:

SECTION 1 CONTRACTS

Except as herein provided, all contracts of the Corporation shall be signed by the Chairman of the Board of Directors, the President or a Vice President in the name of the corporation.

Bids and contracts for the sale of merchandise in the ordinary course of business of branch houses of the Corporation, together with bonds given to secure the performance thereof, shall be executed in the name of the Corporation by the Manager, Assistant Manager or Assistant to Manager of the Branch houses respectively.

He further certifies that R. E. Muse is Manager, and that _____ is Assistant Manager of the San Diego, California Branch of said corporation.

IN WITNESS WHEREOF the undersigned has hereunto set his hand and affixed the seal of said corporation this 20th day of June, 1947.

H. F. POTTER,
Secretary (SEAL)
BOND NO. B-9192

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that CRANE CO., a corporation, as Principal and PACIFIC

EMPLOYERS INSURANCE COMPANY a corporation organized and existing under and by virtue of the laws of the State of CALIFORNIA as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND FIVE HUNDRED SIXTY-TWO and no/100 Dollars (\$1,562.00), lawful money of the United States of America, to be paid to said City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 18th day of September, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said Principal has entered into the annexed contract with The City of San Diego, to furnish and deliver cast iron valves in accordance with the plans and specifications, referred to in said contract, and for the contract price herein 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.

By CRANE CO.
R. E. MUSE, Mgr.
Principal
PACIFIC EMPLOYERS INSURANCE COMPANY
Surety (SEAL)
By J. G. REILLY
(J. G. Reilly) Attorney-in-Fact

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 18th day of September, 1947, before me Jonas Edwin Hedquist, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared J. G. Reilly known to me to be the person whose name is subscribed to the foregoing instrument as the Attorney-in-Fact of the PACIFIC EMPLOYERS INSURANCE COMPANY, and acknowledged to me that he subscribed the name of PACIFIC EMPLOYERS INSURANCE COMPANY thereto as Principal and his own name as Attorney-in-Fact.

(SEAL) JONAS EDWIN HEDQUIST
Notary Public in and for the State of California, County of San Diego

My Commission Expires Mar. 3, 1950

I hereby approve the form of the within bond, this 22nd day of September, 1947.

J. F. DuPAUL,
City Attorney
By J. H. McKINNEY,
Deputy City Attorney

I hereby approve the foregoing bond this 22nd day of September, 1947.

F. A. RHODES,
City Manager

BOND NO. B-9192

GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that CRANE CO., a corporation, as Principal and PACIFIC EMPLOYERS INSURANCE COMPANY a corporation organized and existing under and by virtue of the laws of the State of CALIFORNIA, as Surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND FIVE HUNDRED SIXTY-TWO and no/100 Dollars (\$1,562.00) (not less than 25% of the contract price), lawful money of the United States of America, for the payment of which, well and truly to be made, we, and each of us, do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal has entered into the annexed contract to furnish and deliver to the City of San Diego certain cast iron pipe and/or valves, all as more particularly specified in said contract; and whereas, said Principal does hereby guarantee that the materials and workmanship used in the manufacture of the material and equipment specified in said contract shall conform in all respects to the requirements of the specifications attached to said contract, and shall be satisfactory to the City Engineer of said City of San Diego in all respects for the services for which said materials and equipment are to be installed, for a period of one year after installation.

THE CONDITION OF THIS BOND IS SUCH, that if each and all of said materials and equipment furnished by the Principal under the same contract does conform to the requirements of said specifications in all respects and is satisfactory to the City Engineer of said City of San Diego; or if the Principal, upon demand by the City of San Diego, shall promptly replace, at his own expense, any and all of said materials and/or equipment which, upon testing, shall develop any defects, or which shall be found not to conform in all respects to the requirements of said specifications, or which shall not operate to the satisfaction of the City Engineer, for said period of one year after installation, then this obligation shall become void; otherwise, to remain in full force and effect.

IN WITNESS WHEREOF, we have executed this agreement, this 18th day of September, 1947.

CRANE CO.
Principal
By R. E. MUSE, Mgr.
PACIFIC EMPLOYERS INSURANCE COMPANY
Surety (SEAL)
By J. G. REILLY
(J. G. Reilly) Attorney-in-fact

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 18th day of September, 1947, before me Jonas Edwin Hedquist, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared J. G. Reilly known to me to be the person whose name is subscribed to the foregoing instrument as the Attorney-in-Fact of the PACIFIC EMPLOYERS INSURANCE COMPANY, and acknowledged to me that he subscribed the name of PACIFIC EMPLOYERS INSURANCE COMPANY thereto as Principal and his own name as Attorney-in-Fact.

(SEAL) JONAS EDWIN HEDQUIST
Notary Public in and for the State of California, County of San Diego

My Commission Expires Mar. 3, 1950

I hereby approve the form of the foregoing bond, this 22nd day of September, 1947.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY, Deputy City Attorney

I hereby approve the foregoing bond, this 22nd day of September, 1947.

F. A. RHODES,
City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Crane Co., a corporation, for furnishing cast iron pipe and valves for Sewage Treatment Plant Enlargement; being Document No. 377829.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helan M. Willis Deputy

KNOW ALL MEN BY THESE PRESENTS, That PACIFIC UNION METAL CO., a corporation, as Principal and NATIONAL SURETY CORPORATION a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO THOUSAND TWO HUNDRED THIRTEEN and no/100 Dollars (\$2,213.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 22nd day of September, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

50 - Street light standards and luminaires,

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

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

ATTEST: M. DALE GOTTFREDSON Assistant Secretary (SEAL)
By R. G. VANDEN BOOM, President Principal NATIONAL SURETY CORPORATION, (SEAL) Surety

By MYRON C. HIGBY, Attorney-in-fact

The rate of Premium on this Bond is \$5.00 per \$1,000 on Bond amount. Total Premium Charged is \$11.07.

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

On this 22nd day of September, in the year one thousand nine hundred and 47, before me NORMA S. STEINHAUSER, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Myron C. Higby 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 Myron C. Higby acknowledged 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) NORMA S. STEINHAUSER Notary Public in and for said County and State
My Commission Expires July 8, 1950

I hereby approve the form of the within Bond, this 23rd day of September, 1947.

J. F. DuPAUL,
City Attorney
By J. H. MCKINNEY
Deputy City Attorney

I hereby approve the foregoing bond this 23rd day of September, 1947.

F. A. RHODES,
City Manager

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 22nd day of September, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and PACIFIC UNION METAL CO., a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City: Street light standards and luminaires as hereinafter described, for the following prices, to-wit:

50 - light standards similar and equal to Union Metal Pole No. 5213Y172 complete,.....	\$120.54 ea	\$7,238.40
10 - Westinghouse or equal, AK15 luminaires with multiple sockets, Style #1119076, clear globe, A-Symmetric,.....	\$ 42.30 ea	423.00
25 - Westinghouse or equal, AK10 luminaires with multiple sockets, Style #1371021, A-Symmetric, green hood, long clear globe.....	\$ 25.50 ea	637.50
25 - General Electric or equal, Form 79D street lighting luminaires with multiple sockets and 207 globes, Cat. #A4G143, A-Symmetric, clear globe, natural aluminum hood, spun-sealed globe.....	\$ 22.10	552.50
		<u>\$8,851.40</u>

Said prices do not include the California State Sales Tax.

Said standards and luminaires shall be in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 375841.

Contractor agrees to deliver said material within approximately 10 days after receipt of purchase order at Los Angeles.

If the manufacturer makes general increases to the trade in the price of the product, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by contractor to the City, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances, and allowing cancellation to be effected by the City if it elects so to do; provided, however, that any increases to the City, allowed under above conditions, shall not exceed 10% of the prices quoted to the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to The City of San Diego.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Eight Thousand Eight Hundred Fifty-one and 40/100 Dollars (\$8,851.40), exclusive of the California State Sales Tax.

Said payment will be made in accordance with purchase order and delivery.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies were engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contractor was entered into and is beyond the control of the contractor the City, pursuant to resolution of the City Council, may---

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (30) (days); or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 87046 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.

ATTEST:

M. DALE GOTTFREDSON
Assistant Secretary
(SEAL)

THE CITY OF SAN DIEGO
By F. A. RHODES, City Manager
PACIFIC UNION METAL CO.
By R. G. VANDEN BOOM, President
Contractor

I hereby approve the form and legality of the foregoing contract this 23rd day of September, 1947.

J. F. DuPAUL, 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 Pacific Union Metal Co. for furnishing 50 Street light standards and luminaires; being Document No. 377830.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Willis Deputy

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this

20th day of September, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and E. R. SEVERIN, an individual doing business under the firm name and style of SAN DIEGO WILLYS COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

- 2 - Willys Jeeps CJ-2A Universal
- 1 - Front top
- 2 - Front seats

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 375203.

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

2 - Willys Jeeps CJ-2A Universal	@ \$1333.58 ea	\$2667.36
1 - Front top		55.54
2 - Front seats	@ \$ 16.85	33.70
		<u>\$2757.50</u>

Said prices do not include the California State Sales Tax which will be paid by the City.

Said contractor agrees to deliver said equipment within _____ days after receipt of purchase order.

If the manufacturer makes general increases to the trade in the price of the product, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by the contractor to the City, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances, and allowing cancellation to be effected by the City if it elects so to do; Provided, however, that any increases to the City, allowed under above conditions, shall not exceed 10% of the prices quoted to the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to The City of San Diego.

Said City, in consideration of the furnishing and delivery of said equipment by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said equipment by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Two Thousand Seven Hundred Fifty-seven and 50/100 Dollars (\$2757.50), exclusive of the California State Sales Tax.

Said payment will be made in accordance with purchase order and delivery.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies were engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor the City, pursuant to resolution of the City Council, may---

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (30) (days); or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the Character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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

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

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

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. 85994 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 F. A. RHODES,
City Manager

ATTEST:
GEO. M. KETTENHOFEN

E. R. SEVERIN
an individual dba Contractor
SAN DIEGO WILLYS COMPANY

I hereby approve the form and legality of the foregoing contract this 22nd day of September, 1947.

J. F. DuPAUL, 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 Willys Company for furnishing 2 Willys Jeeps; being Document No. 377831.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helena M. Willys Deputy

OPTION TO PURCHASE TAX-DEEDED LANDS

THIS AGREEMENT, made and entered into this 15th day of September, 1947, under and by virtue of the provisions of Division 1, Part 5, Chapter 8, Articles 1, 3 and 3 of the Revenue and Taxation Code of the State of California, as amended, by and between:

THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACTING BY AND THROUGH ITS BOARD OF SUPERVISORS,

Party of the First Part,

and

THE CITY OF SAN DIEGO, a Municipal Corporation in the County of San Diego, State of California,

Party of the Second Part,

W I T N E S S E T H:

WHEREAS, certain lands hereinafter described, situated in the County of San Diego, State of California, and also within the boundaries of The City of San Diego, have been tax-deeded to the State of California for delinquent County and City taxes and/or assessments; and

WHEREAS, said tax deeds include taxes levied by said City, the taxes of which are collected by officers of said County; and

WHEREAS, the Board of Supervisors of the County of San Diego and the City Council of The City of San Diego believe that it is for the best interests, both of the County of San Diego and The City of San Diego, that said property be sold into private ownership, to the end that said lands be restored to the assessment rolls of the parties hereto, or that said lands shall be devoted to public use by said City; and

WHEREAS, said lands are particularly described as follows:

Property Description
(As appears upon the County Assessment roll, together with Certificate No. and date of sale to the State, and Deed No. and date of deed to the State)

Property Description	Sold to State	Cert. No.	Deeded to State	Deed No.
Lots 24 and 25, Block L, Tract No. 2, Alta Vista Suburb,	6/29/29	62685	8/1/34	11524

NOW, THEREFORE, pursuant to authority granted by Division 1, Part 5, Chapter 8, Articles 1, 2 and 3 of the Revenue and Taxation Code of the State of California, as amended, said Board of Supervisors hereby gives and grants unto said City of San Diego an option to purchase the above described lands upon the following terms and conditions, to-wit:

- That said City shall have the right to exercise this option at any time within three years from the date hereof.
- That this option is given to said City upon the express condition that, at the time said City exercises the same, it shall have a bona fide purchaser for said property, ready, willing and able to purchase the same, and said City shall, immediately following the exercise of this option, cause the said property to be resold and the title vested as of record in a third party, to the end that said land shall be reestablished on the assessment rolls of the County of San Diego, State of California, or that said property shall be devoted to public use by said City.
- That this option is given in consideration of the payment by said City to the County of San Diego, by and through the Tax Collector of said County, of the following sums and at the times hereinafter set forth:

Property Description	Down Payment Sept, 15, 1947 (As of date of Execution of Agreement)	2nd Payment Sept. 15, 1948 (Anniversary Date of Agreement)	3rd Payment Sept 15, 1949 (2nd Anniversary Date of Agreement)	Final Payment (Upon Exercise of Option)
Lots 24 and 25, Block L, Tract No. 2, Alta Vista Suburb	\$2.00 each.	\$2.00 each.	\$2.00 each.	\$30.00 each.

PROVIDED, HOWEVER, that if said option is exercised prior to the due date of either the second or third payment above specified, such second or third payment, or both as the case may be, shall be cancelled, and shall not in that event be due or owing to said County; provided, further, that no installment payment made, other than the final payment above specified, shall be refunded in the event of redemption of the property, or for any other reason.

- That said City shall have the right of exercise this option at any time during the

term hereof as to any portion of said property which, as of the date of this agreement, has a separate valuation on the assessment roll of said County; provided, further, that said City shall have the right to exercise this option at any time during the term hereof as to any portion of a single lot, parcel or tract of said property, which lot, parcel or tract as of the date of this agreement has a separate valuation on the assessment roll of said County. Upon exercise of said option as to any portion of such separately valued lot, parcel or tract the final payment therefor shall be a sum which bears the same ratio to the final payment set forth in Paragraph 3 herein for the entire lot, parcel or tract from which said segregated portion is taken, as the assessed valuation of said segregated portion, placed thereon by the assessor at the time of segregation, bears to the assessed valuation of said entire lot, parcel or tract as of the date of this agreement. Any such segregation shall be made pursuant to Sections 4151 to 4155, inclusive, Revenue and Taxation Code, except that the sum of the valuations of the segregated portion and the remainder of the said lot, parcel or tract, may be greater but not less than the valuation as of the date of this agreement of the entire lot, parcel or tract.

5. That the price for which said County hereby agrees to sell its tax title to said property to said City shall be the aggregate amount of all payments made by said City pursuant to Paragraph 3 hereof.

6. That this is given to The City of San Diego under the terms and conditions of Division 1, Part 6, Chapter 8, Articles 1, 2 and 3 of the Revenue and Taxation Code of the State of California, as amended, and is intended to be and shall be construed as a statutory agreement designed to carry into effect said provisions of said Code and shall have no effect or force otherwise.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Diego, by resolution duly passed and adopted on the 15th day of September, 1947, has caused this agreement to be executed in quadruplicate, and The City of San Diego has caused this agreement to be executed in quadruplicate, by its City Manager, pursuant to Resolution No. 85915, adopted August 25, 1947, the day and year in this agreement first above written.

(SEAL)

THE COUNTY OF SAN DIEGO, STATE
OF CALIFORNIA,
By DeGRAFF AUSTIN
Chairman, Board of Supervisors.

ATTEST:

J. B. McLees, County Clerk
and Ex-officio Clerk of the
Board of Supervisors

THE CITY OF SAN DIEGO
By NEAL D. SMITH
Asst. City Manager

By M. NASLAND
Deputy

The undersigned, Sam A. Claggett, Tax Collector of the County of San Diego, State of California, pursuant to Chapter 352, Statutes of 1943, and Chapter 409, Statutes of 1943 (Sec. 3794.2, Revenue and Taxation Code), having duly considered the above and foregoing agreement, and compared the same with the records of the County relating to the real property described therein, and being fully advised in the premises, hereby approves said agreement.

Dated August, 1947.

SAM A. CLAGGETT
Tax Collector of the County
of San Diego, State of California.

The undersigned, Thomas H. Kuchel, Controller of the State of California, having duly considered the above and foregoing agreement and being fully advised in the premises, hereby approves said agreement.

Dated September 22nd, 1947.

THOMAS H. KUCHEL, Controller of
the State of California, (SEAL)
By EWING HASS, Deputy

Approved as to form
Date Sept. 8, 1947.

JAMES DON KELLER, District Attorney
in and for the County of San Diego,
State of California.

By F. T. DUNN,
Deputy

J. F. DuPAUL, City Attorney.

By THOMAS J. FANNING,
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Option to Purchase Tax-Deeded Lands in Alta Vista Suburb; being Document No. 377845.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Wilby Deputy

This agreement made this 8th day of September, 1947, by and between Del Mar Water, Light and Power Company, a California corporation, hereinafter called First Party, and San Dieguito Irrigation District, an irrigation district organized and existing under the laws of the State of California, hereinafter called Second Party,

WITNESSETH THAT

WHEREAS, First Party has the right, under certain contracts to which the City of San Diego is a party, to receive from said City certain water in storage at Lake Hodges; and WHEREAS, the amount of water now in storage for First Party under said contract is in excess of the needs of First Party for the water year ending on October 31, 1947; and

WHEREAS, Second Party is faced with a serious emergency due to the lack of sufficient water to supply its inhabitants for domestic and irrigation and other uses, and it is necessary that Second Party secure, between the date hereof and October 31, 1947, an additional quantity of water,

THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, to be by said parties respectively kept and performed, the parties hereto do hereby agree:

1. In consideration of the sum of Six Thousand Dollars (\$5000) to First Party in hand paid, receipt whereof is hereby acknowledged, First Party assigns to Second Party the right to purchase and receive from said City of San Diego all water which First Party is entitled

to receive under said contracts hereinbefore mentioned in excess of the amount required by First Party for its own use or for delivery to consumers on its water system, during the period beginning on the date hereof and ending on October 31, 1947, not exceeding, however, seventeen million (17,000,000) cubic feet; and First Party hereby authorizes said City of San Diego, from and after the date upon which an executed copy of this agreement is filed with said City, but not after October 31, 1947, to deliver to Second Party the water covered by the foregoing assignment, such delivery to be made at the distributing reservoir known as San Dieguito Reservoir.

2. Second Party agrees that it has no right or claim, under this agreement or otherwise, to the delivery of any water from First Party, and that its rights under this agreement are limited to such water as the City of San Diego shall deliver to Second Party pursuant to the foregoing assignment and consent, and that First Party shall not be liable for any failure or refusal on the part of said City of San Diego to deliver such water, or any part thereof.

3. In event the amount of water made available to Second Party under the terms hereof shall be less than 17,000,000 cubic feet, First Party will refund to Second Party a sum equal to three and one-half cents (3 1/2¢) per one hundred (100) cubic feet of the deficiency below 17,000,000 cubic feet.

4. In event First Party shall determine that there is available to it, under said contracts, more than 17,000,000 cubic feet in excess of its own needs, or the needs of its consumers, during the period hereinabove specified, First Party will execute an assignment similar to this, permitting the delivery of such surplus water by said City of San Diego to Second Party, and in such event Second Party hereby agrees to pay to First Party an amount equal to 3 1/2 cents per 100 cubic feet of water made available to Second Party by such assignment.

5. It is hereby specifically understood and agreed that First Party does not, by this agreement, agree to sell or deliver any water to Second Party or to constitute Second Party a consumer on its system, and that First Party is not a public utility and has not dedicated or appropriated any water or water rights owned by it to public use or sale, or to do any act or thing which would constitute it a public utility.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers, hereunto duly authorized, the day and year first hereinabove written, in triplicate.

DEL MAR WATER, LIGHT AND POWER COMPANY
By S. D. FRASER,
President
J. WANGEL,
Secretary
SAN DIEGUITO IRRIGATION DISTRICT
By L. L. McCHESNEY, President
HERBERT NUNN, Secretary

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement - Del Mar Water, Light & Power Co. for Water; being Document No. 377880.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Willy Deputy

PROJECT AGREEMENT - 1948 FISCAL YEAR

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, 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 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, in accordance with the requirements of Section 196 of the Streets and Highways Code, the city has set up by Ordinance No. 3308, a Special Gas Tax Street Improvement Fund in which shall be deposited all amounts allocated pursuant to Section 194 and received by the city;

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. PROJECT

The project and the estimated expenditure therefor as listed hereinafter constitute the budget heretofore submitted by the city which has been, and is hereby approved by the department:

<u>Project</u>	<u>Location</u>	<u>Miles</u>	<u>Description</u>	<u>Amount</u>
20	Tenth Avenue from A Street to Market Street, and Eleventh Avenue, from B Street to Market Street.	1.08	Install traffic signals.	\$50,000.00
Total				\$50,000.00

ARTICLE II. CONSTRUCTION

The city will construct or cause to be constructed by or under its direct supervision the improvements described in project 20 in accordance with the approved plans, specifications, and estimated therefor.

Plans, specifications, and a detailed estimate of cost shall be submitted to the department for approval before the work is advertised for bids, or before work is started in case of work approved to be done by day labor; and no change may be made in the approved plans or specifications without previous approval of the department.

The work described in project 20 shall be performed by contract unless the performance thereof by day labor shall be approved by the department.

The 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.

Any city-owned equipment used for the work described in project 20 may be charged for upon a rental basis to cover depreciation and repairs in case rental rates already have been established by the city; otherwise, allowance for depreciation and repairs may be charged for as approved by the department.

ARTICLE III. FUNDS

Funds to defray the cost of the work described in Article I and payable from revenue accruing under the provisions of Section 194 of the Streets and Highways Code are available as follows:

Accrued and unbudgeted to June 30, 1947	\$307,577.84
Estimated to accrue during the fiscal year ending June 30, 1948	342,710.00
Total	<u>\$550,287.84</u>

The amount of \$50,000.00 is budgeted to defray the cost of the work described in Article I.

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

The department hereby delegates to the city the expenditure of the funds provided herein to defray the cost of the work described in project 20.

Quarterly, in the months of August, November, February, and May, the department will pay to the city its pro rata share of the money allocated under the provisions of Section 194 of the Streets and Highways Code until \$44,581.35 budgeted herein and delegated to the city for expenditure has been paid, in addition to the amount of \$5,318.65 previously paid to the city and remaining unexpended in the city's Special Gas Tax Street Improvement Fund.

The amount provided for the project listed in Article I must not be exceeded, and no moneys may be expended by the city from the Special Gas Tax Street Improvement Fund except for the project listed in Article I without amending the budget by supplemental agreement. Such supplemental agreement shall be valid only when executed by the city and the department.

All funds allocated under the provisions of Section 194 of the Streets and Highways Code in excess of such funds budgeted herein for expenditure, will accumulate for future budgeting and expenditure.

ARTICLE IV. FINAL REPORTS

The city will submit reports of expenditures in such detail as required by the department. The reports shall show in full all expenditures from all other funds as well as expenditures from the Special Gas Tax Street Improvement Fund.

Within sixty days after completion of each item of the budget described in project 20, the city will submit to the department a final report of expenditures made for such work.

The report for construction, or other specific projects shall show payments to the contractor detailed by contract items showing quantity, unit, item, unit price, and amount; and the amount paid for any materials, supplies, labor, or equipment furnished by the city for use on the contract. Expenditures for work performed by day labor shall be detailed to show the quantity for each item of work, the unit cost, and amount.

ARTICLE V. 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 shall, 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 10th day of September, 1947, and the Department on the 18th day of September, 1947.

Approval recommended:

E. E. WALLACE, District Engineer
L. V. CAMPBELL,
Engineer of City and
Cooperative Projects

Approved as to form
and procedure:

C. C. CARLETON
Chief Attorney

THE CITY OF SAN DIEGO
By F. A. RHODES, City Manager

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

By J. B. 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 Gas Tax for Streets of Major Importance being Document No. 377907.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Willey Deputy

KNOW ALL MEN BY THESE PRESENTS, That DALEY CORPORATION, as Principal and GLENS FALLS INDEMNITY COMPANY of Glens Falls, New York a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIFTY-FIVE THOUSAND and no/100 DOLLARS (\$55,000.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 1st day of September, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver to The City of San Diego, from time to time as ordered and required by the Director of Public Works of said City, Asphaltic Concrete Base, Asphaltic Wearing Surface and/or Sheet Wearing Surface, and Plant Mixed Surfacing, for street patching, repairs and surfacing in said City, for the period beginning September 1, 1947 and ending September 1, 1948, in accordance with the specifications, referred to in said contract, and for the contract price therein set forth.

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

ATTEST:
C. D. MOORE

DALEY CORPORATION (SEAL)
By W. W. DAVIS, Vice Pres.
Principal
GLENS FALLS INDEMNITY COMPANY (SEAL)
Surety
By LEO G. LEVENS,
Attorney

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } ss.

On this 1st day of September in the year One Thousand Nine Hundred and 47 before me, W. L. SPRAGUE a Notary Public in and for the said County of SAN DIEGO residing therein, duly commissioned and sworn, personally appeared LEO G. LEVENS 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.
W. L. SPRAGUE

(SEAL) Notary Public in and for the County of SAN DIEGO
State of California

My Commission Expires December 26, 1950

I hereby approve the form of the within Bond, this 23rd day of September, 1947.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY,
Deputy City Attorney

I hereby approve the foregoing bond this 25th day of September, 1947.

F. A. RHODES, City Manager

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 1st day of September, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and DALEY CORPORATION, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

Asphaltic Concrete Base; Asphaltic Wearing Surface or Sheet Wearing Surface; and Plant Mixed Surfacing;

for street patching, repairs and surfacing in the City of San Diego, California, for the period beginning September 1, 1947 and ending September 1, 1948, all in accordance with the specifications therefor contained in Document No. 354577, on file in the office of the City Clerk of said City.

Deliveries of the materials above specified shall be made f.o.b. City's trucks, at the corner of Mission Valley Road and Ward Road, San Diego, California.

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

ASPHALTIC CONCRETE BASE:

Under 100 tons, per ton..... \$3.62
100 to 200 tons, per ton..... \$2.90
Over 200 tons, per ton..... \$2.90

ASPHALTIC WEARING SURFACE,
and/or SHEET WEARING SURFACE:

Under 100 tons, per ton..... \$4.46
Over 100 tons, per ton..... \$3.67

PLANT MIXED SURFACING:

Under 100 tons, per ton..... \$3.10
100 to 200 tons, per ton..... \$2.90
Over 200 tons, per ton..... \$2.90

Said prices do not include the California State Sales Tax.

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

For asphaltic concrete base:

Under 100 tons, per ton..... \$3.62
100 to 200 tons, per ton..... \$2.90
Over 200 tons, per ton..... \$2.90

For asphaltic wearing surface, and/or sheet wearing surface:

Under 100 tons, per ton..... \$4.46
Over 100 tons, per ton..... \$3.67

For plant mixed surfacing:

Under 100 tons, per ton..... \$3.10
100 to 200 tons, per ton..... \$2.90
Over 200 tons, per ton..... \$2.90

Said prices hereinabove mentioned do not include the California State Sales Tax. The City's minimum requirements for the four types of asphalt patching materials will be approximately 50,000 tons.

Payment for said materials will be made in accordance with purchase orders and deliveries.

"FEDERAL HINDRANCE" clause to be inserted in The City of San Diego's war time material, equipment and construction contracts:

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies were engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor the City, pursuant to resolution of the City Council, may--

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (30) (days--months); or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 85987 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.

ATTEST:
C. D. MOORE

THE CITY OF SAN DIEGO
By F. A. RHODES, City Manager
DALEY CORPORATION (SEAL)
By W. W. DAVIS, Vice Pres.
Contractor

I hereby approve the form and legality of the foregoing contract this 23rd day of September, 1947.

J. F. DuPAUL, 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 Daley Corp., for supplying requirements for Asphaltic Concrete Base etc. 12 mos. period ending Sept. 1, 1948; being Document No. 377955.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Willy Deputy

A G R E E M E N T

PROJECT: Reconstruction and Enlargement - - - Sewage Treatment Plant, San Diego, California.

PROPOSAL: for furnishing
Cast Iron Pipe,
and/or Valves.

THIS AGREEMENT, made the 23rd day of September, 1947, by and between the City of San Diego, San Diego County, California, herein called the "City", and GOODALL RUBBER COMPANY, a corporation, herein called the "Contractor",

WITNESSETH: That the City and the contractor for the consideration stated herein agree as follows:

ARTICLE I: SCOPE OF WORK. The contractor shall perform, within the time stipulated, the contract as herein defined of which this agreement is a component part and everything required to be performed, and shall provide and furnish any and all of the labor, materials, tools, expendable equipment and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work covered by the contract in connection with the City's project as identified above, all in strict conformity with the plans and specifications, including any and all addenda issued by the City, and the other contract documents hereinafter enumerated.

It is agreed that said labor, materials, tools, equipment and services shall be furnished and the contract performed and completed under the direction and supervision and subject to the approval of the City or its authorized representative.

ARTICLE II: CONTRACT PRICE. The City shall pay the contractor as full consideration for the faithful performance of this contract, subject to any additions or deductions as provided in the contract documents, the contract price as computed in the proposal, a copy of which is attached hereto and made a part hereof, and at the time and in the manner set forth in the specifications attached hereto.

Payments are to be made to the contractor in accordance with and subject to the provisions of the contract.

ARTICLE III: PRICE ADJUSTMENT CLAUSE FOR CASE IRON PIPE. Bidder shall state the pig iron price per ton on which the prices stated in his proposal are based. In the event pig iron prices are increased or decreased prior to date of shipment, the contract price of the pipe offered in his proposal is to be adjusted for such increase or decrease in pig iron cost at the rate of \$2.00 (or proportionate fraction thereof) per ton of 2000 lbs. on the calculated weight of the pipe as listed in the above mentioned specifications, for each one dollar (or fraction thereof) per ton increase or decrease in the price of pig iron.

The extent of the increase or decrease in pig iron prices shall be determined by the price on "Southern No. 2 Birmingham" pig iron in the "Comparison of Prices" appearing in the magazine "Steel" published by the Penton Publishing Company, Cleveland, Ohio.

Bidder shall in addition state charges per net ton for rail and water shipment, including total through freight, insurance and inspection charges for the various sizes of pipe. Bidder shall also show rates for shipment via all rail.

Any increase or decrease in the above mentioned through freight charges prior to date of shipment shall be for the account of the City of San Diego.

The total price shall not be increased nor decreased under the foregoing price adjustment clause by more than fifteen per cent of the original bid price, exclusive of freight charges.

ARTICLE IV: PRICE ADJUSTMENT CLAUSE FOR VALVES. If the Manufacturer makes general increases to the trade in the price of the product, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by the bidder to the City, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances; provided, however, that any increases to the City, allowed under above conditions, shall not exceed fifteen per cent of the price quoted to the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to the City of San Diego, such decrease, if any, not to exceed fifteen per cent of price quoted.

ARTICLE V: COMPONENT PARTS OF THE CONTRACT. The contract entered into by the acceptance of the contractor's bid and the signing of this agreement consists of the following documents, all of which are component parts of said contract and as fully a part thereof as if herein set out in full, and, if not attached, as if hereto attached:

- | | |
|-------------------------------|----------------------------|
| 1. This agreement | 4. Information for bidders |
| 2. Addenda No. __, __, __, __ | 5. Advertisement for bids |
| 3. Specifications | 6. Bid |

In the event of any conflict or inconsistency between any of the foregoing documents, the conflict or inconsistency shall be resolved upon the basis of the numerical order of the documents, with the document or documents assigned the lower number or numbers being controlling over any document having a higher number in the numerical order set forth above.

IN WITNESS WHEREOF, two (2) identical counterparts of this agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by the contractor hereinabove named, and by the City of San Diego by its City Manager, as authorized by Resolution No. 86944 of its Council, adopted on the 2nd day of September, 1947.

CITY OF SAN DIEGO
By F. A. RHODES, City Manager
GOODALL RUBBER COMPANY
Contractor

ATTEST: if Corporation
Corporate
Seal FRANK T. WHITNEY
Secty.

By E. G. WALSH,
President

I HEREBY APPROVE the form and legality of the foregoing Agreement this 24th day of September, 1947.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY,
Deputy City Attorney

FAITHFUL PERFORMANCE BOND 4879829

KNOW ALL MEN BY THESE PRESENTS, that GOODALL RUBBER 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 held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR HUNDRED NINE and no/100 Dollars (\$409.00), lawful money of the United States of America, to be paid to said City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the

said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 23rd day of September, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said Principal has entered into the annexed contract with The City of San Diego, to furnish and deliver to said City certain cast iron valves in accordance with the plans and specifications, referred to in said contract, and for the contract price herein set forth.

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

ATTEST:
FRANK T. WHITNEY,
Secty.

GOODALL RUBBER COMPANY
By E. G. WALSH
Principal
FIDELITY AND DEPOSIT COMPANY OF MARY-
LAND
Surety (SEAL)
By D. E. GORTON
Attorney-in-Fact

ATTEST:
S. M. SMITH
Agent

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this 23rd day of September, 1947, before me, Theresa Fitzgibbons, a Notary Public, in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared D. E. Gorton known to me to be the Attorney-in-Fact, and S. M. Smith 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.

(SEAL) THERESA FITZGIBBONS
Notary Public in and for the County of Los Angeles,
State of California

My Commission Expires May 3, 1950

I hereby approve the form of the within bond, this 24th day of September, 1947.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY,
Deputy City Attorney

I hereby approve the foregoing bond this 25th day of September, 1947.

F. A. RHODES,
City Manager

GUARANTEE BOND 4879829

KNOW ALL MEN BY THESE PRESENTS, that GOODALL RUBBER 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 held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR HUNDRED NINE and no/100 Dollars (\$409.00) (not less than 25% of the contract price), lawful money of the United States of America, for the payment of which, well and truly to be made, we, and each of us, do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal has entered into the annexed contract to furnish and deliver to the City of San Diego certain cast iron pipe and/or valves, all as more particularly specified in said contract; and whereas, said Principal does hereby guarantee that the materials and workmanship used in the manufacture of the material and equipment specified in said contract shall conform in all respects to the requirements of the specifications attached to said contract, and shall be satisfactory to the City Engineer of said City of San Diego in all respects for the services for which said materials and equipment are to be installed, for a period of one year after installation.

THE CONDITION OF THIS BOND IS SUCH, that if each and all of said materials and equipment furnished by the Principal under the same contract does conform to the requirements of said specifications in all respects and is satisfactory to the City Engineer of said City of San Diego; or if the Principal, upon demand by the City of San Diego, shall promptly replace, at his own expense, any and all of said materials and/or equipment which, upon testing, shall develop any defects, or which shall be found not to conform in all respects to the requirements of said specifications, or which shall not operate to the satisfaction of the City Engineer, for said period of one year after installation, then this obligation shall become void; otherwise, to remain in full force and effect.

IN WITNESS WHEREOF, we have executed this agreement, this 23rd day of September, 1947.

ATTEST:
FRANK T. WHITNEY

GOODALL RUBBER COMPANY
Principal
By E. G. WALSH
FIDELITY AND DEPOSIT COMPANY OF
Surety MARYLAND (SEAL)
By D. E. GORTON
Attorney-in-Fact

ATTEST:
S. M. SMITH
Agent

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

On this 23rd day of September, 1947, before me, Theresa Fitzgibbons, a Notary Public, in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared D. E. Gorton, known to me to be the Attorney-in-Fact, and S. M. Smith, 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.

(SEAL) THERESA FITZGIBBONS
Notary Public in and for the County of Los Angeles,
State of California

My Commission Expires May 3, 1950

I hereby approve the form of the foregoing bond, this 24th day of September, 1947.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY,
Deputy City Attorney

I hereby approve the foregoing bond, this 25th day of September, 1947.
F. A. RHODES, City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement - Goodall Rubber Co. Reconstruction & Enlargement Sewage Disposal Plant Cast Iron Pipe & Valves; being Document No. 377956.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Wilby Deputy

A G R E E M E N T

PROJECT: Reconstruction and
Enlargement - - -
Sewage Treatment Plant
San Diego, California.

PROPOSAL: for furnishing
Cast Iron Pipe,
and/or Valves.

THIS AGREEMENT, made the 17th day of September, 1947, by and between the City of San Diego, San Diego County, California, herein called the "City", and AMERICAN CAST IRON PIPE COMPANY, a corporation, herein called the "Contractor",

WITNESSETH: That the City and the contractor for the consideration stated herein agree as follows:

ARTICLE I: SCOPE OF WORK. The contractor shall perform, within the time stipulated, the contract as herein defined of which this agreement is a component part and everything required to be performed, and shall provide and furnish any and all of the labor, materials, tools, expendable equipment and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work covered by the contract in connection with the City's project as identified above, all in strict conformity with the plans and specifications, including any and all addenda issued by the City, and the other contract documents hereinafter enumerated.

It is agreed that said labor, materials, tools, equipment and services shall be furnished and the contract performed and completed under the direction and supervision and subject to the approval of the City or its authorized representative.

ARTICLE II: CONTRACT PRICE. The City shall pay the contractor as full consideration for the faithful performance of this contract, subject to any additions or deductions as provided in the contract documents, the contract price as computed in the proposal, a copy of which is attached hereto and made a part hereof, and at the time and in the manner set forth in the specifications attached hereto.

Payments are to be made to the contractor in accordance with and subject to the provisions of the contract.

ARTICLE III: PRICE ADJUSTMENT CLAUSE FOR CAST IRON PIPE. Bidder shall state the pig iron price per ton on which the prices stated in his proposal are based. In the event pig iron prices are increased or decreased prior to date of shipment, the contract price of the pipe offered in his proposal is to be adjusted for such increase or decrease in pig iron cost at the rate of \$2.00 (or proportionate fraction thereof) per ton of 2000 lbs. on the calculated weight of the pipe as listed in the above mentioned specifications, for each one dollar (or fraction thereof) per ton increase or decrease in the price of pig iron.

The extent of the increase or decrease in pig iron prices shall be determined by the price on "Southern No. 2 Birmingham" pig iron in the "Comparison of Prices" appearing in the magazine "Steel" published by the Penton Publishing Company, Cleveland, Ohio.

Bidder shall in addition state charges per net ton for rail and water shipment, including total through freight, insurance and inspection charges for the various sizes of pipe. Bidder shall also show rates for shipment via all rail.

Any increase or decrease in the above mentioned through freight charges prior to date of shipment shall be for the account of the City of San Diego.

The total price shall not be increased nor decreased under the foregoing price adjustment clause by more than fifteen per cent of the original bid price, exclusive of freight charges.

ARTICLE IV: PRICE ADJUSTMENT CLAUSE FOR VALVES. If the manufacturer makes general increases to the trade in the price of the product, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by the bidder to the City, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances; provided, however, that any increases to the City, allowed under above conditions, shall not exceed fifteen per cent of the price quoted to the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to the City of San Diego, such decrease, if any, not to exceed fifteen per cent of price quoted.

ARTICLE V: COMPONENT PARTS OF THE CONTRACT. The contract entered into by the acceptance of the contractor's bid and the signing of this agreement consists of the following documents, all of which are component parts of said contract and as fully a part thereof as if herein set out in full, and, if not attached, as if hereto attached:

- | | |
|-------------------------------|----------------------------|
| 1. This agreement | 4. Information for bidders |
| 2. Addenda No. __, __, __, __ | 5. Advertisement for bids |
| 3. Specifications | 6. Bid |

In the event of any conflict or inconsistency between any of the foregoing documents, the conflict or inconsistency shall be resolved upon the basis of the numerical order of the documents, with the document or documents assigned the lower number or numbers being controlling over any document having a higher number in the numerical order set forth above.

IN WITNESS WHEREOF, two (2) identical counterparts of this agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by the contractor hereinabove named, and by the City of San Diego by its City Manager, as authorized by Resolution No. 86941 of its Council, adopted on the 2nd day of September, 1947.

CITY OF SAN DIEGO
By F. A. RHODES
City Manager

ATTEST: if Corporation
Corporate

Seal MARION L. FARRELL
Sec't Los Angeles Office

AMERICAN CAST IRON PIPE COMPANY
Contractor

By CLAUDE R. BROWN
Attorney-in-Fact
Manager Los Angeles Office

I HEREBY APPROVE the form and legality of the foregoing Agreement this 22nd day of September, 1947.

J. F. DuPAUL, City Attorney,
By J. H. MCKINNEY
Deputy City Attorney

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that AMERICAN CAST IRON PIPE COMPANY, a corporation, as Principal and SAINT PAUL-MERCURY INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Delaware 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 NINE HUNDRED TWO and no/100 Dollars (\$1,902.00), lawful money of the United States of America, to be paid to said City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 17th day of September, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said Principal has entered into the annexed contract with The City of San Diego, to furnish and deliver 450 feet 36" cast iron pipe in accordance with the plans and specifications, referred to in said contract, and for the contract price herein set forth.

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

ATTEST:

MARION L. FARRELL

AMERICAN CAST IRON PIPE COMPANY
By CLAUDE R. BROWN
Principal
SAINT PAUL-MERCURY INDEMNITY COMPANY
Surety
By C. E. TELANDER (SEAL)
Its Attorney-in-Fact

ATTEST:

M. E. DITTMAN

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

ACKNOWLEDGMENT OF ATTORNEY-IN-FACT

On this 17th day of September, 1947, before me, a Notary Public, within and for the said County and State, personally appeared C. E. TELANDER, known to me the person whose name is subscribed to the within instrument as the Attorney-in-Fact of and for the SAINT PAUL-MERCURY INDEMNITY COMPANY, Saint Paul, Minnesota, a corporation created, organized and existing under and by virtue of the laws of the State of Delaware, and acknowledged to me that he subscribed the name of the SAINT PAUL-MERCURY INDEMNITY COMPANY thereto as Surety, and his own name as Attorney-in-Fact.

(SEAL)

GEO. C. KETTNER, JR.
Notary Public

My Commission Expires Jan. 13, 1951

I hereby approve the form of the within bond, this 22nd day of September, 1947.

J. F. DuPAUL, City Attorney
By J. H. MCKINNEY
Deputy City Attorney

I hereby approve the foregoing bond this 25th day of September, 1947.

F. A. RHODES
City Manager

GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that AMERICAN CAST IRON PIPE COMPANY, a corporation, as Principal and SAINT PAUL-MERCURY INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Delaware, 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 NINE HUNDRED TWO and no/100 Dollars (\$1,902.00) (not less than 25% of the contract price), lawful money of the United States of America, for the payment of which, well and truly to be made, we, and each of us, do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal has entered into the annexed contract to furnish and deliver to the City of San Diego certain cast iron pipe and/or valves, all as more particularly specified in said contract; and whereas, said Principal does hereby guarantee that the materials and workmanship used in the manufacture of the material and equipment specified in said contract shall conform in all respects to the requirements of the specifications attached to said contract, and shall be satisfactory to the City Engineer of said City of San Diego in all respects for the services for which said materials and equipment are to be installed, for a period of one year after installation.

THE CONDITION OF THIS BOND IS SUCH, that if each and all of said materials and equipment furnished by the Principal under the same contract does conform to the requirements of said specifications in all respects and is satisfactory to the City Engineer of said City of San Diego; or if the Principal, upon demand by the City of San Diego, shall promptly replace, at his own expense, any and all of said materials and/or equipment which, upon testing, shall develop any defects, or which shall be found not to conform in all respects to the requirements of said specifications, or which shall not operate to the satisfaction of the City Engineer, for said period of one year after installation, then this obligation shall become void; otherwise, to remain in full force and effect.

IN WITNESS WHEREOF, we have executed this agreement, this 17th day of September, 1947.

ATTEST:

MARION L. FARRELL

AMERICAN CAST IRON PIPE COMPANY
Principal
By CLAUDE R. BROWN
SAINT PAUL-MERCURY INDEMNITY COMPANY
Surety
By C. E. TELANDER, Its Attorney-in-Fact
(SEAL)

ATTEST:

M. E. DITTMAN

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

ss.:

ACKNOWLEDGMENT OF ATTORNEY-IN-FACT

On this 17th day of September, 1947, before me, a Notary Public, within and for the said County and State, personally appeared C. E. TELANDER, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of and for the SAINT PAUL-MERCURY INDEMNITY COMPANY, Saint Paul, Minnesota, a corporation created, organized and existing under and by virtue of the laws of the State of Delaware, and acknowledged to me that he subscribed the name of the SAINT PAUL-MERCURY INDEMNITY COMPANY thereto as Surety, and his own name as Attorney-in-Fact.

GEO. C. KETTNER, JR.
Notary Public

(SEAL)

My Commission Expires Jan. 13, 1951

I hereby approve the form of the foregoing bond, this 22nd day of September, 1947.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney

I hereby approve the foregoing bond, this 25th day of September, 1947.

F. A. RHODES,
City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with American Cast Iron Pipe Co. - Reconstruction & Enlargement Sewage Treatment Plant. Cast Iron Pipe & Valves; being Document No. 377957.

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Wilby Deputy

NOTICE to BIDDERS

NOTICE IS HEREBY GIVEN, that sealed proposals will be received at the office of the Purchasing Department of The City of San Diego, California, Room 273, Civic Center, said City, until 11:00 o'clock, A.M., of the 15th day of August, 1947, for furnishing to the City of San Diego:

Cast Iron Pipe and Valves

for construction and enlargement of the
Sewage Treatment Plant,
San Diego, California.

All bidders are hereby referred to the specifications, bidding instructions and requirements on file in the office of the City Clerk, bearing Document No. 375225, for full details and description of said work, or products, or materials required, and procedure in bidding. For further information and copies of specifications, bidding instructions and requirements, apply to the City Purchasing Agent.

Dated this 3rd day of June, 1947.

This advertisement authorized by Resolution No. 85178.

J. H. SHAW
Purchasing Agent of The City of San Diego

INFORMATION for BIDDERS

PROJECT: Reconstruction and
Enlargement - - -
Sewage Treatment Plant,
San Diego, California.

1. Preparation of Bid Form. The City invites bids on the form attached, to be submitted at such time and place as is stated in the Advertisement for Bids.

All prices must be plainly marked in ink or typewritten on the Bid Form to be furnished by the City. Where there is a discrepancy between the unit and total bid, unit bids shall govern.

All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

The bid submitted must not contain any erasures, interlineations or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid.

Signature. The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

2. Description of Materials Bid Upon. Each bidder shall submit with his proposal information showing the length of time his organization has been engaged in the manufacture of the material and equipment bid upon. The bidder shall specify in his bid the catalog page and number in which the equipment is illustrated or described, together with any other descriptive matter necessary to accurately identify the article bid upon.

3. Taxes. The bid shall not include Federal excise tax, Federal transportation tax, or California sales or use taxes.

4. Jointing Material. The material and equipment furnished under these specifications and set out in the bidding blank shall not include any jute, lead, bolts, nuts, gaskets or other jointing materials.

5. Delivery. Delivery is desired by July 1, 1948. Bidder shall state maximum time required for delivery on items bid on. The City reserves the right to award to other than the lowest bidder if delivery time required by lowest bidder is of unreasonable duration.

6. Modifications. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the City's rejection of the bid as not being responsive to the Invitation. No oral or telephonic modification of any submitted will be considered, and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of bids.

7. Examination of contract documents. Each bidder shall fully acquaint himself with the conditions and requirements of all the contract documents, and fully understand the

to be read

Here

facilities, difficulties, and restrictions attending the execution of the contract. Bidders shall thoroughly examine and be familiar with these specifications and other contract documents. The failure or omission of any bidder to receive and examine any form, instrument, addendum or other document or to acquaint himself with the conditions, shall in no wise relieve any bidder from obligations with respect to his bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

8. Interpretation of plans and documents. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other contract documents, or finds discrepancies in, or omission from the plans or specifications, he may submit to the City Engineer a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued, and a copy of such addendum will be mailed or delivered to each person receiving a set of such contract documents. The City will not be responsible for any other explanations or interpretations of the contract documents. No oral interpretations of any provision in the contract documents will be made to any bidder. The City will not be responsible for non-delivery of any addendum.

9. Bidders interested in more than one bid. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal.

10. Bid bond or check. Each bid must be accompanied with a certified or cashier's check upon a responsible bank, or an approved corporate surety bond payable to the City of San Diego, in a sum equal to 10% of the total of the bid, and the moneys represented thereby shall be held by the City as a guarantee that the bidder, if awarded the contract, will in good faith enter into such contract and furnish the security required for the faithful performance thereof. If the successful bidder, upon award of the contract by the City, should not enter into such contract within the time specified, such check or bond and the moneys represented thereby shall be forfeited to the City.

11. Agreement and bonds. The form of agreement which the successful bidder, as contractor, will be required to execute, and the surety bonds which he will be required to furnish at the time of execution of the agreement, are included in the contract documents and should be carefully examined by the bidder.

12. Withdrawal of bids. Any bidder may withdraw his bid, either personally, by written request, or by telegraphic request confirmed in the manner specified above, at any time prior to the scheduled closing time for receipt of bids.

13. Award of contract. Contract will be awarded on one or more items of any schedule; provided, however, that no award will be made under Schedule I, Cast Iron Pipe, for less than one carload.

The City reserves the privilege of rejecting any or all bids. The award of the contract, if made by the City, will be made to the qualified bidder submitting the lowest and/or best bid, but the City shall determine in its own discretion whether a bidder is qualified to perform the contract and what bid is the lowest and/or best, and whether it is to the interest of the City to accept the bid.

14. Evidence of qualification. Upon request of the City, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the City satisfactory evidence showing the bidder's financial resources, his construction experience and his organization available for the performance of the contract.

A G R E E M E N T

PROJECT: Reconstruction and
Enlargement - - -
Sewage Treatment Plant,
San Diego, California.

PROPOSAL: for furnishing
Cast Iron Pipe,
and/or Valves.

THIS AGREEMENT, made the 18th day of September, 1947, by and between the City of San Diego, San Diego County, California, herein called the "City", and WATER WORKS SUPPLY CO., a corporation, herein called the "Contractor",

WITNESSETH: That the City and the contractor for the consideration stated herein agree as follows:

ARTICLE I: SCOPE OF WORK. The contractor shall perform, within the time stipulated, the contract as herein defined of which this agreement is a component part and everything required to be performed, and shall provide and furnish any and all of the labor, materials, tools, expendable equipment and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work covered by the contract in connection with the City's project as identified above, all in strict conformity with the plans and specifications, including any and all addenda issued by the City, and the other contract documents hereinafter enumerated.

It is agreed that said labor, materials, tools, equipment and services shall be furnished and the contract performed and completed under the direction and supervision and subject to the approval of the City or its authorized representative.

ARTICLE II: CONTRACT PRICE. The City shall pay the contractor as full consideration for the faithful performance of this contract, subject to any additions or deductions as provided in the contract documents, the contract price as computed in the proposal, a copy of which is attached hereto and made a part hereof, and at the time and in the manner set forth in the specifications attached hereto.

Payments are to be made to the contractor in accordance with and subject to the provisions of the contract.

ARTICLE III: PRICE ADJUSTMENT CLAUSE FOR CAST IRON PIPE. Bidder shall state the pig iron price per ton on which the prices stated in his proposal are based. In the event pig iron prices are increased or decreased prior to date of shipment, the contract price of the pipe offered in his proposal is to be adjusted for such increase or decrease in pig iron cost at the rate of \$2.00 (or proportionate fraction thereof) per ton of 2000 lbs. on the calculated weight of the pipe as listed in the above mentioned specifications, for each one dollar (or fraction thereof) per ton increase or decrease in the price of pig iron.

The extent of the increase or decrease in pig iron prices shall be determined by the price on "Southern No. 2 Birmingham" pig iron in the "Comparison of Prices" appearing in the

magazine "Steel" published by the Penton Publishing Company, Cleveland, Ohio.

Bidder shall in addition state charges per net ton for rail and water shipment, including total through freight, insurance and inspection charges for the various sizes of pipe. Bidder shall also show rates for shipment via all rail.

Any increase or decrease in the above mentioned through freight charges prior to date of shipment shall be for the account of the City of San Diego.

The total price shall not be increased nor decreased under the foregoing price adjustment clause by more than fifteen per cent of the original bid price, exclusive of freight charges.

ARTICLE IV: PRICE ADJUSTMENT CLAUSE FOR VALVES. If the manufacturer makes general increases to the trade in the price of the product, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by the bidder to the City, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances; provided, however, that any increases to the City, allowed under above conditions, shall not exceed fifteen per cent of the price quoted to the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to the City of San Diego, such decrease, if any, not to exceed fifteen per cent of price quoted.

ARTICLE V: COMPONENT PARTS OF THE CONTRACT. The contract entered into by the acceptance of the contractor's bid and the signing of this agreement consists of the following documents, all of which are component parts of said contract and as fully a part thereof as if herein set out in full, and, if not attached, as if hereto attached:

- 1. This agreement
- 2. Addenda No. __, __, __, __.
- 3. Specifications
- 4. Information for bidders
- 5. Advertisement for bids
- 6. Bid

In the event of any conflict or inconsistency between any of the foregoing documents, the conflict or inconsistency shall be resolved upon the basis of the numerical order of the documents, with the document or documents assigned the lower number or numbers being controlling over any document having a higher number in the numerical order set forth above.

IN WITNESS WHEREOF, two (2) identical counterparts of this agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by the contractor hereinabove named, and by the City of San Diego by its City Manager, as authorized by Resolution Nos. 85940 and 85946 of its Council, adopted on the 2nd day of September, 1947.

WATER WORKS SUPPLY COMPANY, INC.
 By F. A. RHODES,
 City Manager
 WATER WORKS SUPPLY COMPANY, INC.
 By C. B. ABBOTT, President (SEAL)

ATTEST: if Corporation
 Corporate
 Seal W. A. COWAN
 Sec'y

I HEREBY APPROVE the form and legality of the foregoing Agreement this 24th day of September, 1947.

J. F. DuPAUL, City Attorney
 By J. H. MCKINNEY
 Deputy City Attorney

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that WATER WORKS SUPPLY COMPANY, INC., 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 held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND FOUR HUNDRED SIXTY-EIGHT and no/100 Dollars (\$1,458.00), lawful money of the United States of America, to be paid to said City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 18th day of September, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said Principal has entered into the annexed contract with The City of San Diego, to furnish and deliver cast iron flanges and valves in accordance with the plans and specifications, referred to in said contract, and for the contract price herein set forth.

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

ATTEST:
 W. A. COWAN, Sec'y

WATER WORKS SUPPLY COMPANY, INC.
 C. B. ABBOTT - President (SEAL)
 Principal
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND
 Surety (SEAL)
 By W. G. RISDON, Attorney-in-Fact
 Attest S. CLIMO,
 Attesting Agent

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

On this 18th day of September, A.D. 1947, before me, ANNE F. SWIFT, a Notary Public in and for the City and County of San Francisco, residing therein, duly commissioned and sworn, personally appeared W. G. RISDON, Attorney-in-Fact, and S. CLIMO, Agent, of the Fidelity and Deposit Company of Maryland, a corporation, known to me to be the persons who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same, and also known to me to be the persons whose names are subscribed to the within instrument as the Attorney-in-Fact and Agent respectively of said corporation, and they, and each of them, acknowledged to me that they subscribed the name of said Fidelity and Deposit Company of Maryland thereto as principal and their own names as Attorney-in-Fact and Agent respectively.

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

(SEAL) Notary Public in and for the City and County of San Francisco,
 Comm. Expires Aug. 27, 1951 State of California

I hereby approve the form of the within bond, this 24th day of September, 1947.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY,
Deputy City Attorney

I hereby approve the foregoing bond this 25th day of September, 1947.

F. A. RHODES, City Manager

GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that WATER WORKS SUPPLY COMPANY, INC., 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 held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND FOUR HUNDRED SIXTY-EIGHT and no/100 Dollars (\$1,468.00) (not less than 25% of the contract price), lawful money of the United States of America, for the payment of which, well and truly to be made, we, and each of us, do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal has entered into the annexed contract to furnish and deliver to the City of San Diego certain cast iron pipe and/or valves, all as more particularly specified in said contract; and whereas, said Principal does hereby guarantee that the materials and workmanship used in the manufacture of the material and equipment specified in said contract shall conform in all respects to the requirements of the specifications attached to said contract, and shall be satisfactory to the City Engineer of said City of San Diego in all respects for the services for which said materials and equipment are to be installed, for a period of one year after installation.

THE CONDITION OF THIS BOND IS SUCH, that if each and all of said materials and equipment furnished by the Principal under the same contract does conform to the requirements of said specifications in all respects and is satisfactory to the City Engineer of said City of San Diego; or if the Principal, upon demand by the City of San Diego, shall promptly replace, at his own expense, any and all of said materials and/or equipment which, upon testing, shall develop any defects, or which shall be found not to conform in all respects to the requirements of said specifications, or which shall not operate to the satisfaction of the City Engineer, for said period of one year after installation, then this obligation shall become void; otherwise, to remain in full force and effect.

IN WITNESS WHEREOF, we have executed this agreement, this 18th day of September, 1947.

ATTEST:
W. A. COWAN, Sec'y.

WATER WORKS SUPPLY COMPANY, INC.
Principal (SEAL)
By C. B. ABBOTT, Pres.
FIDELITY AND DEPOSIT COMPANY OF
Surety MARYLAND (SEAL)
By W. G. RISDON,
Attorney-in-Fact
Attest S. CLIMO,
Attesting Agent

STATE OF CALIFORNIA)
CITY AND COUNTY OF SAN FRANCISCO) ss:

On this 18th day of September, A.D. 1947, before me, ANNE F. SWIFT, a Notary Public in and for the City and County of San Francisco, residing therein, duly commissioned and sworn, personally appeared W. G. RISDON, Attorney-in-Fact, and S. CLIMO, Agent of the Fidelity and Deposit Company of Maryland, a corporation, known to me to be the persons who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same, and also known to me to be the persons whose names are subscribed to the within instrument as the Attorney-in-Fact and Agent respectively of said corporation, and they, and each of them, acknowledged to me that they subscribed the name of said Fidelity and Deposit Company of Maryland thereto as principal and their own names as Attorney-in-Fact and Agent respectively.

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

(SEAL) ANNE F. SWIFT,
Notary Public in and for the City and County of San Francisco, State of California

Comm. Expires Aug. 27, 1951

I hereby approve the form of the foregoing bond, this 24th day of September, 1947.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY,
Deputy City Attorney

I hereby approve the foregoing bond, this 25th day of September, 1947.

F. A. RHODES,
City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Furnishing Cast Iron Pipe and Valves with Water Works Supply Co.; being Document No. 377958.

FRED W. SICK
City Clerk of The City of San Diego, California

By _____ Deputy

A G R E E M E N T

Regarding construction of a single family residence
Regarding use of lot and a portion of a lot for a building site

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

Arthur H. and Dorothy J. McKee, after being first duly sworn, each for themselves deposes and says:

That we are the owners of the hereinafter described real property:

Lot 75 and the E. 32 ft. of Lot 76 Block
Subdivision Collwood Park, located at South side of Pontiac St. easterly of Rockford Dr.

THAT we desire to erect a single family dwelling on the above described property;
THAT we, in consideration of approval granted by the City of San Diego to divide Lot 75, the Easterly portion which is to be included with Lot 75, and permit a single-family residence thereon; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that Lot 75 and the easterly 32 ft. of Lot 75 of Collwood Park will be retained in the same ownership at all times and will not be sold separately.

THAT this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

ARTHUR H. McKEE
DOROTHY J. McKEE

On this 23rd day of August A.D. Nineteen Hundred and Forty seven, before me, the undersigned A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Arthur H. McKee and Dorothy J. McKee 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 _____ County of San Diego, State of California, the day and year in this certificate first above written.

H. MADSE

(SEAL)

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

RECORDED SEP 3 1947 1 Min. Past 3 P.M. in Book 2478 at Page 248 of Official Records, San Diego Co., Cal.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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

J. BARRETT

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Arthur H. McKee et ux re dwelling on south side of Pontiac Street east of Rockford Drive; being Document No. 377058.

FRED W. SICK

City Clerk of The City of San Diego, California

By Helen M. Wilby Deputy

A G R E E M E N T

Regarding construction of residence
Regarding use of said residence

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

Arthur H. and Dorothy J. McKee, after being first duly sworn, for themselves deposes and says:

That they are the owners of the hereinafter described real property:
Lot 77 & W 38' of Lot 76 Block

Subdivision Collwood Park, located at Southeast corner of Pontiac and Rockford Dr.

THAT we desire to erect a single family dwelling on the above described property
THAT we, in consideration of approval granted by the City of San Diego to construct said residence on Lot 77 and the Westerly 38 ft. of Lot 75 do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that Lot 77 and the westerly 38 ft. of Lot 75 of Collwood Park will be retained in the same ownership at all times and will not be sold separately.

THAT this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

ARTHUR H. McKEE
DOROTHY J. McKEE

On this 23rd day of August A.D. Nineteen Hundred and forty seven, before me, the undersigned A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Arthur H. McKee and Dorothy J. McKee 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 _____ County of San Diego, State of California, the day and year in this certificate first above written.

My Commission expires
(SEAL) May 13, 1950

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

RECORDED SEP 3 1947 Min. Past 3 P.M. in Book 2471 at Page 402 of Official Records, San Diego Co., Cal.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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

N. S. JOY

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Arthur H. McKee et ux re dwelling at southeast corner of Pontiac and Rockford Drive; being Document No. 377059.

FRED W. SICK
City Clerk of The City of San Diego, California

By F. Tatten Deputy

A G R E E M E N T

Regarding construction of garage and residence
Regarding use of Garage as living quarters temporarily

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

L. G. Hubbs and Velma L. Hubbs, after being first duly sworn, each for himself deposes and says:

That we are the owners of the hereinafter described real property:
Lot East 125 ft. of South 300 ft. of West 292 ft. of Lot 21 Block
Subdivision Eureka Lemon Tract, located at North side of Baker Street, east of Morena Boulevard

THAT we desire to construct a garage and use it as living quarters temporarily; residence to be constructed later.

THAT we, in consideration of approval granted by the City of San Diego to construct said garage and use it as living quarters temporarily do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that said garage will be vacated and will not be used as sleeping or living quarters after the main residence is completed or at the end of one year from the date of this agreement (August 19, 1947) whichever date comes first.

(See Resolution No. 1571)

THAT this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

L. G. HUBBS
3432 BAKER ST.

VELMA L. HUBBS
3432 BAKER ST.

On this 20 day of Aug. A.D. Nineteen Hundred and 47 James Russell Daley before me, James Russell Daley A Notary Public in and for said County residing therein, duly commissioned and sworn, personally appeared L. G. Hubbs and Velma L. Hubbs known to me to be the person described in and whose names 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.

JAMES RUSSELL DALEY

(SEAL)

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

My Commission Expires Aug. 21, 1949

RECORDED SEP 3 1947 Min. Past 3 P.M. in Book 2471 at Page 416 of Official Records, San Diego Co., Cal.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from L. G. Hubbs et ux relative to living quarters at Baker Street, east of Morena Boulevard; being Document No. 377070.

FRED W. SICK
City Clerk of The City of San Diego, California

By F. Tatten Deputy

CITY OF SAN DIEGO

AGREEMENT

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, and
WHEREAS, VICTOR SCHULMAN is the owner of Lots 45 - 48 Incl.,
Block 22, of Teralta Resubdivision of Bl'k K & L.

NOW, THEREFORE, This AGREEMENT, signed and executed this 23 day of August, by Victor Schulman, I (We) I will, for and in consideration of the permission granted to remove 20' feet of curbing on 43rd between El Cajon Blvd. and Orange Ave. adjacent to the above described property, bind me to, and will 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 agreed 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 agreement herein named.

VICTOR SCHULMAN
3415 Cooper St.
San Diego, Calif.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 25 day of August, A.D. Nineteen Hundred and Forty Seven before me Z.M. Thwaites, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Victor Schulman 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)

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

My Commission Expires May 28, 1949

RECORDED SEP 3 1947 Min. Past 3 P.M. in Book 2471 at Page 423 of Official Records, San Diego Co., Cal.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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

N. S. JOY

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 Victor Schulman; being Document No. 377097.

FRED W. SICK

City Clerk of The City of San Diego, California

By F. Satter Deputy

SATISFACTION OF CONTRACT

WHEREAS, all sums agreed to be paid by that certain contract made and entered into by Ruth M. Webb Owner, and The City of San Diego, dated May 25, 1947, recorded in the office of the Recorder of San Diego County, California, on June 12, 1947, in Book 2408, Page 428, of Official Records, have been paid.

THE CITY OF SAN DIEGO
By NEAL D. SMITH,
Assistant City Manager

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

On this 3rd day of Sept. A.D. Nineteen Hundred and Forty-Seven before me August M. Wadstrom, a Notary Public in and for said county, residing therein, duly commissioned and sworn, personally appeared Neal D. Smith 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.

(SEAL)

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

RECORDED -SEP 4 1947 5 Min. Past 10 A.M. in Book 2453 at Page 193 of Official Records, San Diego Co., Cal.

Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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

O. PRYOR

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Satisfaction of Contract from City of San Diego to Ruth M. Webb; being Document No. 377297.

FRED W. SICK
City Clerk of The City of San Diego, California

By F. Satter Deputy

SATISFACTION OF CONTRACT

WHEREAS, all sums agreed to be paid by that certain contract made and entered into by and between Mrs. Warren E. Spearrin Owner, and The City of San Diego, dated November 25, 1945, recorded in the office of the Recorder of San Diego County, California, on December 12, 1945, in Book 2280, Page 255, of Official Records, have been paid.

THE CITY OF SAN DIEGO
By NEAL D. SMITH
Assistant City Manager

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

On this 3rd day of Sept. A. D. Nineteen Hundred and Forty-Seven before me August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Neal D. Smith 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.

(SEAL) AUGUST M. WADSTROM
Notary Public in and for the County of San Diego,
State of California

RECORDED SEP 4 1947 5 Min. Past 10 A.M. in Book 2463 at Page 192 of Official Records,
San Diego Co, Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
O. PRYOR

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

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Satisfaction of Contract from City of San Diego to Mrs. Warren E. Spearrin; being Document No. 377298.

FRED W. SICK
City Clerk of The City of San Diego, California

By F. S. Sicken Deputy

SATISFACTION OF CONTRACT

WHEREAS, all sums agreed to be paid by that certain contract made and entered into by and between Arthur A. Gomez Owner, and The City of San Diego, dated January 9, 1947, recorded in the office of the Recorder of San Diego County, California, on January 23, 1947, in Book 2325, Page 396, of Official Records, have been paid.

THE CITY OF SAN DIEGO
By NEAL D. SMITH
Assistant City Manager

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

On this 3rd day of Sept. A.D. Nineteen Hundred and Forty-Seven before me August M. Wadstrom, a Notary Public in and for said county, residing therein, duly commissioned and sworn, personally appeared Neal D. Smith 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.

(SEAL) AUGUST M. WADSTROM
Notary Public in and for the County of San Diego,
State of California

RECORDED SEP 4 1947 5 Min. Past 10 A.M. in Book 2463 at Page 192 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
O. PRYOR

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

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Satisfaction of Contract from City of San Diego to Arthur A. Gomez; being Document No. 377299.

FRED W. SICK
City Clerk of The City of San Diego, California

By F. S. Sicken Deputy

SATISFACTION OF CONTRACT

WHEREAS, all sums agreed to be paid by that certain contract made and entered into by and between J. G. Camacho Owner, and The City of San Diego, dated June 26, 1947, recorded in the office of the Recorder of San Diego County, California, on August 12, 1947, Under File, No. 83514, of Official Records, have been paid.

THE CITY OF SAN DIEGO
By NEAL D. SMITH
Assistant City Manager

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

On this 3rd day of Sept. A.D. Nineteen Hundred and Forty-seven before me August M. Wadstrom, a Notary Public in and for said county, residing therein, duly commissioned and sworn, personally appeared Neal D. Smith 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.

(SEAL) AUGUST M. WADSTROM
Notary Public in and for the County of San Diego,
State of California

RECORDED SEP 4 1947 5 Min. Past 10 A.M. in Book 2463 at Page 191 of Official Records,
San Diego Co., Cal.
Recorded at Request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
O. PRYOR

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

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Satisfaction of Contract from City of San Diego to J. G. Camacho; being Document No. 377300.

FRED W. SICK

City Clerk of The City of San Diego, California

By F. J. Allen Deputy

NOTICE to BIDDERS

NOTICE IS HEREBY GIVEN, that sealed proposals will be received at the office of the Purchasing Department of The City of San Diego, California; Room 273, Civic Center, said City, until 11:00 o'clock, A.M., of the 15th day of August, 1947, for furnishing to the City of San Diego:

Cast Iron Pipe and Valves

for construction and enlargement of the
Sewage Treatment Plant,
San Diego, California.

All bidders are hereby referred to the specifications, bidding instructions and requirements on file in the office of the City Clerk, bearing Document No. 375225, for full details and description of said work, or products, or materials required, and procedure in bidding.

For further information and copies of specifications, bidding instructions and requirements, apply to the City Purchasing Agent.

(Dated this 3rd day of June, 1947.)

This advertisement authorized by Resolution No. 86178.

J. H. SHAW

Purchasing Agent of The City of San Diego

INFORMATION for BIDDERS

PROJECT: Reconstruction and
Enlargement - - -
Sewage Treatment Plant,
San Diego, California.

1. Preparation of Bid Form. The City invites bids on the form attached, to be submitted at such time and place as is stated in the Advertisement for Bids.

All prices must be plainly marked in ink or typewritten on the Bid Form to be furnished by the City. Where there is a discrepancy between the unit and total bid, unit bids shall govern.

All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

The bid submitted must not contain any erasures, interlineations or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid.

Signature. The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

2. Description of Materials Bid Upon. Each bidder shall submit with his proposal information showing the length of time his organization has been engaged in the manufacture of the material and equipment bid upon. The bidder shall specify in his bid the catalog page and number in which the equipment is illustrated or described, together with any other descriptive matter necessary to accurately identify the article bid upon.

3. Taxes. The bid shall not include Federal exercise tax, Federal transportation tax, or California sales or use taxes.

4. Jointing Material. The material and equipment furnished under these specifications and set out in the bidding blank shall not include any jute, lead, bolts, nuts, gaskets or other jointing materials.

5. Delivery. Delivery is desired by July 1, 1948. Bidder shall state maximum time required for delivery on items bid on. The City reserves the right to award to other than the lowest bidder if delivery time required by lowest bidder is of unreasonable duration.

6. Modifications. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the City's rejection of the bid as not being responsive to the Invitation. No oral or telephonic modification of any bid submitted will be considered, and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of bids.

7. Examination of contract document. Each bidder shall fully acquaint himself with the conditions and requirements of all the contract documents, and fully understand the facilities, difficulties, and restrictions attending the execution of the contract. Bidders shall thoroughly examine and be familiar with these specifications and other contract documents. The failure or omission of any bidder to receive and examine any form, instrument, addendum or other document or to acquaint himself with the conditions, shall in nowise relieve any bidder from obligations with respect to his bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

8. Interpretation of plans and documents. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other contract documents, or finds discrepancies in, or omission from the plans or specifications, he may submit to the City Engineer a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued, and a copy of such addendum will be mailed or delivered to each person receiving a set of such contract documents. The City will not be responsible for any other explanations or interpretations of the contract documents. No oral interpretations of any provision in the contract documents will be made to any bidder. The City will not be responsible for non-delivery of any addendum.

9. Bidders interested in more than one bid. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal.

10. Bid bond or check. Each bid must be accompanied with a certified or cashier's check upon a responsible bank, or an approved corporate surety bond payable to the City of San Diego, in a sum equal to 10% of the total of the bid, and the moneys represented thereby shall be held by the City as a guarantee that the bidder, if awarded the contract, will in good faith enter into such contract and furnish the security required for the faithful performance thereof. If the successful bidder, upon award of the contract by the City, should not enter into such contract within the time specified, such check or bond and the moneys represented thereby shall be forfeited to the City.

11. Agreement and bonds. The form of agreement which the successful bidder, as contractor, will be required to execute, and the surety bonds which he will be required to furnish at the time of execution of the agreement, are included in the contract documents and should be carefully examined by the bidder.

12. Withdrawal of bids. Any bidder may withdraw his bid, either personally, by written request, or by telegraphic request confirmed in the manner specified above, at any time prior to the scheduled closing time for receipt of bids.

13. Award of contract. Contract will be awarded on one or more items of any schedule; provided, however, that no award will be made under Schedule I, Cast Iron Pipe, for less than one carload.

The City reserves the privilege of rejecting any or all bids. The award of the contract, if made by the City, will be made to the qualified bidder submitting the lowest and/or best bid, but the City shall determine in its own discretion whether a bidder is qualified to perform the contract and what bid is the lowest and/or best, and whether it is to the interest of the City to accept the bid.

14. Evidence of qualification. Upon request of the City, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the City satisfactory evidence showing the bidder's financial resources, his construction experience and his organization available for the performance of the contract.

A G R E E M E N T

PROJECT: Reconstruction and
Enlargement - - -
Sewage Treatment Plant,
San Diego, California.

PROPOSAL: for furnishing
Cast Iron Pipe,
and/or Valves.

THE AGREEMENT, made the 19th day of September, 1947, by and between the City of San Diego, San Diego County, California, herein called the "City," and UNITED STATES PIPE AND FOUNDRY COMPANY, a corporation, herein called the "Contractor",

WITNESSETH: That the City and the contractor for the consideration stated herein agree as follows:

ARTICLE I: SCOPE OF WORK. The contractor shall perform, within the time stipulated, the contract as herein defined of which this agreement is a component part and everything required to be performed, and shall provide and furnish any and all of the labor, materials, tools, expendable equipment and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work covered by the contract in connection with the City's project as identified above, all in strict conformity with the plans and specifications, including any and all addenda issued by the City, and the other contract documents hereinafter enumerated.

It is agreed that said labor, materials, tools, equipment and services shall be furnished and the contract performed and completed under the direction and supervision and subject to the approval of the City or its authorized representative.

ARTICLE II: CONTRACT PRICE. The City shall pay the contractor as full consideration for the faithful performance of this contract, subject to any additions or deductions as provided in the contract documents, the contract price as computed in the proposal, a copy of which is attached hereto and made a part hereof, and at the time and in the manner set forth in the specifications attached hereto.

Payments are to be made to the contractor in accordance with and subject to the provisions of the contract.

ARTICLE IV: PRICE ADJUSTMENT CLAUSE FOR VALVES. If the manufacturer makes general increases to the trade in the price of the product, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by the bidder to the City, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances; provided, however, that any increases to the City, allowed under above conditions, shall not exceed fifteen per cent of the price quoted to the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to the City of San Diego, such decrease, if any, not to exceed fifteen per cent of price quoted.

ARTICLE V: COMPONENT PARTS OF THE CONTRACT. The contract entered into by the acceptance of the contractor's bid and the signing of this agreement consists of the following documents, all of which are component parts of said contract and as fully a part thereof as if herein set out in full, and, if not attached, as if hereto attached:

- | | |
|--------------------------------|----------------------------|
| 1. This agreement | 4. Information for bidders |
| 2. Addenda No. __, __, __, __. | 5. Advertisement for bids |
| 3. Specifications | 6. Bid |

In the event of any conflict or inconsistency between any of the foregoing documents, the conflict or inconsistency shall be resolved upon the basis of the numerical order of the documents, with the document or documents assigned the lower number or numbers being controlling over any document having a higher number in the numerical order set forth above.

IN WITNESS WHEREOF, two (2) identical counterparts of this agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by the contractor hereinabove named, and by the City of San Diego by its City Manager, as authorized

by Resolution No. 85939 of its Council, adopted on the 2nd day of September, 1947.

Corporate
Seal H. A. HOOVER
Ass't Secty

THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager (SEAL)
UNITED STATES PIPE AND FOUNDRY COMPANY
Contractor
By D. B. STOKES
Vice President

I HEREBY APPROVE the form and legality of the foregoing Agreement this 25th day of September, 1947.

J. F. DuPAUL, City Attorney
By J. H. MCKINNEY
Deputy City Attorney

U.S.G.CO. BOND # 1539989

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that 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 held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SEVEN THOUSAND TWO HUNDRED EIGHTY-FIVE and no/100 Dollars (\$7,285.00), lawful money of the United States of America, to be paid to said City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 19th day of September, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said Principal has entered into the annexed contract with The City of San Diego, to furnish and deliver cast iron pipe and fittings, listed in the specifications therefor as Items 1 to 9, inclusive, Items 11 to 20, inclusive, and Items 26 to 28, inclusive, in accordance with the plans and specifications, referred to in said contract, and for the contract price herein set forth.

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

ATTEST:
H. A. HOOVER
Ass't Secty

UNITED STATES PIPE AND FOUNDRY COMPANY
D. B. STOKES, Vice-President (SEAL)
Principal

ATTEST:
ANNA GIBSON

UNITED STATES GUARANTEE COMPANY (SEAL)
Surety
By ROY LITTLE, Attorney in Fact

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

On this 19th day of September, in the year nineteen hundred and forty-seven, A.D., before me, IRENE MURPHY, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared Roy Little, known to me to be the Attorney 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, 1950

I hereby approve the form of the within bond, this 25th day of September, 1947.

J. F. DuPAUL, City Attorney
By J. H. MCKINNEY,
Deputy City Attorney

I hereby approve the foregoing bond this 25th day of September, 1947.

F. A. RHODES,
City Manager

U.S.G.CO. BOND# 1539990

GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that 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 held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of SEVEN THOUSAND TWO HUNDRED EIGHTY-FIVE and no/100 Dollars (\$7,285.00) (not less than 25% of the contract price), lawful money of the United States of America, for the payment of which, well and truly to be made, we, and each of us, do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal has entered into the annexed contract to furnish and deliver to the City of San Diego certain cast iron pipe and/or valves, all as more particularly specified in said contract; and whereas, said Principal does hereby guarantee that the materials and workmanship used in the manufacture of the material and equipment specified in said contract shall conform in all respects to the requirements of the specifications attached to said contract, and shall be satisfactory to the City Engineer of said City of San Diego in all respects for the services for which said materials and equipment are to be installed, for a period of one year after installation.

THE CONDITION OF THIS BOND IS SUCH, that if each and all of said materials and equipment furnished by the Principal under the same contract does conform to the requirements of said specifications in all respects and is satisfactory to the City Engineer of said City of San Diego; or if the Principal, upon demand by the City of San Diego, shall promptly replace, at his own expense, any and all of said materials and/or equipment which, upon testing, shall develop any defects, or which shall be found not to conform in all respects to the requirements of said specifications, or which shall not operate to the satisfaction of the City

Engineer, for said period of one year after installation, then this obligation shall become void; otherwise, to remain in full force and effect.

IN WITNESS WHEREOF, we have executed this agreement, this 19th day of September, 1947.

ATTEST:

H. A. HOOVER
Ass't Secty

ATTEST:

ANNA GIBSON

UNITED STATES PIPE AND FOUNDRY COMPANY
Principal (SEAL)

By D. B. STOKES, Vice-President
UNITED STATES GUARANTEE COMPANY (SEAL)
Surety

By ROY LITTLE, Attorney in Fact

STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO } SS.

On this 19th day of September, in the year nineteen hundred and forty-seven, 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 Roy Little, known to me to be the Attorney 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, 1950

I hereby approve the form of the foregoing bond, this 22nd day of September, 1947.

J. F. DuPAUL, City Attorney

By J. H. MCKINNEY

Deputy City Attorney

I hereby approve the foregoing bond, this 25th day of September, 1947.

F. A. RHODES,
City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Furnishing Cast Iron Pipe and Valves by United States Pipe and Foundry Co.; being Document No. 377959.

FRED W. SICK

City Clerk of The City of San Diego, California

By F. W. Sick Deputy

Form ACA-1542
(10-45)

DEPARTMENT OF COMMERCE
Civil Aeronautics Administration
Federal Airport Program

SPONSOR'S ASSURANCE AGREEMENT

SECTION 1. For and in consideration of the execution by the United States of a Grant Agreement obligating the United States to pay a portion of the allowable project costs of a project for development of the Gibbs Municipal airport under the provisions of the Federal Airport Act, and the Regulations promulgated thereunder, the City of San Diego hereinafter called the "sponsor", for itself, its successors, or assigns does hereby covenant and agree with the United States as follows:

a. All terms used in this Agreement which are defined in the Federal Airport Act, and the Regulations promulgated thereunder, shall have the meaning given to them in such Act and Regulations.

b. Insofar as legally possible, the sponsor will maintain a master plan of the airport, including building areas, approach areas, and landing areas indicating present and future proposed development commensurate with the airport and with current approval of the Administrator; and in establishing additional improvements, the sponsor will conform to such master plan or approved changes thereto.

c. During the term of this agreement, the airport will be operated continuously as such and for no other purpose and will at all times be operated for the use and benefit of the public, on fair and reasonable terms and without unjust discrimination.

d. The sponsor will not hereafter use or permit the use of the airport exclusively for air carrier operations, unless there are other public airport facilities in the area adequate to serve other types of users; it will not grant, exercise, or permit the exercise of any exclusive right for use of the airport by one air carrier operator, or for rental of aircraft to the public, for conducting charter flights, or for operating a flying school, and that, after the date of this agreement, it will not grant or authorize the grant of exclusive right at the airport for selling aircraft, aircraft parts or equipment, or for repairing aircraft and engines, or for carrying on other airport services or fixed base operations of an aeronautical nature. Nothing contained herein shall be construed to waive or abrogate the requirements of section 303 of the Civil Aeronautics Act of 1938. In the interest of safety, the Administrator may waive in writing compliance with any or all the provisions of this subsection.

e. Except as provided in d. above, the sponsor will permit all qualified operators, on reasonable terms and without unjust discrimination, to use the airport for any aeronautical business or operation up to the capacity of the airport.

f. The sponsor will not hereafter grant to anyone an exclusive right to sell aviation gasoline or oil.

g. During the term of this agreement the sponsor will continuously maintain in good and serviceable condition and repair the entire airport and all buildings and other improvements, facilities, and equipment, other than facilities or equipment owned or controlled by the United States; provided, however, in meeting this requirement the airport is not expected to be operated and maintained for aeronautical uses during temporary periods when climatic or flood conditions interfere substantially with operation and maintenance during such periods. Essential facilities, including night lighting systems, when installed, will be operated in such a manner as to assure their availability to all users of the airport.

h. The sponsor will replace and repair all buildings, structures, and facilities developed under the project if such are destroyed or damaged, replacing or restoring them to a condition comparable to that preceding the destruction or damage.

i. If the land or improvements thereon, acquired or developed under the project, are sold, condemned, or otherwise disposed of, wholly or in part, the United States will be reimbursed in proportion to its original investment in the property so disposed of, but not exceeding its original share in the portions so disposed of, except that if the proceeds are used by the sponsor for airport purposes within two years or if a transfer is made pursuant to this agreement to another public agency or agencies for operation as an airport, there shall be no reimbursement to the United States.

j. Insofar as is within its powers and reasonably possible the sponsor will prevent the use of any land either within or outside the boundaries of the airport, including the construction, erection, alteration, or growth of any structure or other object thereon, which would be a hazard to the landing, taking-off, and maneuvering of aircraft at the airport, or otherwise limits its usefulness as an airport. With respect to land outside the boundaries of the airport, the sponsor will remove or cause to be removed any growth, structure, or other object thereon which would be a hazard to the landing, taking-off, or maneuvering of aircraft at the airport, or when such is not feasible, it will mark or light such growth, structure, or other object. The airport approach standards to be followed in this connection shall be those established by the Administrator in Office of Airports Drawing No. 572 dated Sept. 1, 1946, unless otherwise authorized by the Administrator. Insofar as legally possible, the sponsor will adopt and enforce zoning ordinances and regulations to safeguard aircraft flight operations within the airport hazard areas as defined in the above mentioned drawing, prohibiting the creation, establishment, erection, and construction of hazards to air navigation; or insofar as reasonably possible, will acquire such easements or other interests in lands and air space as may be necessary to perform the covenants of this paragraph.

k. All facilities of the airport developed with Federal aid and all those usable for the landing and taking-off of aircraft will be available to the United States at all times without charge for use by military and naval aircraft in common with other aircraft, except, if the use by military and naval aircraft shall be substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used, may be charged.

l. The sponsor will furnish to any civil agency of the United States, without charge (except for light, heat, janitor service, and similar facilities and services at the reasonable cost thereof), such space in airport buildings as may be reasonably adequate for use in connection with any airport air traffic control activities, weather-reporting activities and communications activities related to airport air traffic control, which are necessary to the safe and efficient operation of the airport and which such agency may deem necessary to establish and maintain at the airport.

m. The sponsor will maintain a current system of airport accounts and records, using a system of its own choice, sufficient to provide annual statements of income and expense, balance sheet and affiliated fiscal reporting. It shall, upon reasonable request, furnish the Administrator with annual or special financial and operations reports. Such reports may be submitted to the Administrator on forms furnished by him, or may be submitted in such other manner as the sponsor elects, provided the essential date is furnished. The airport and all airport accounts and records will be available for inspection at any time, upon reasonable request, by the regional Superintendent of Airports or his authorized representatives.

n. The sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible under the Regulations issued pursuant to the Federal Airport Act, to assume such obligations and having the power, authority, and financial resources to carry out all such obligations. If the management and operation of the airport is relinquished wholly or in part, the sponsor agrees that it will reserve sufficient powers and authority to insure that the airport will be operated and maintained in accordance with the Act and the Regulations.

o. The sponsor will furnish to the Administrator through the District Airport Engineer within ten days after their execution or adoption, three copies of all deeds, leases, operation or management agreements, laws, ordinances, rules and regulations, or other instruments affecting the aeronautical use of the airport. All leases, operation or management agreements, or other instruments affecting the aeronautical use of the airport shall contain a provision that such documents shall be subordinate and subject to the provisions of this agreement.

p. The sponsor will acquire prior to the commencement of construction the following property interests as shown on the outline survey attached hereto as Exhibit "A": Owned in Fee Simple - Yellow; Under condemnation - Red; Under Negotiation - Blue. The sponsor will acquire prior to November 30, 1947 the following property interests as shown on Exhibit "A": Land under condemnation shown in Red and Land under negotiation shown in Blue.

SECTION 2. In order to satisfy the Administrator that the sponsor is qualified to sponsor the project under the requirements established by the Act and the Regulations, and to induce the United States to enter into a Grant Agreement with respect to the project, the sponsor does hereby warrant and represent to the United States as follows:

a. That it holds the following property interests as shown on Exhibit "A": Land owned in Fee Simple - Yellow; Land under condemnation - Red; Land under negotiation - Blue.

b. That it has sufficient funds available for that portion of the project costs which is not to be paid by the United States;

c. That it has the power and authority, of itself or through an agent, to receive a grant of Federal funds under the Act;

d. That it has the power and authority to make these assurances and to perform all the covenants and agreements contained herein;

e. That it is legally and financially able to operate and maintain the airport and to perform all the covenants contained herein;

f. That there is no pending litigation or other legal proceeding, and no material or relevant fact, which might adversely affect the prosecution of the project, the operation of the airport, or the performance of any of the covenants contained in Sections 1 and 2 hereof, which has not been brought to the attention of the Administrator.

SECTION 3. This Agreement shall become effective immediately except that Section 1 hereof shall not be effective until the execution of the Grant Agreement. This Agreement shall be incorporated in the Grant Agreement and become part thereof. This Agreement shall remain in full force and effect during the useful life of the facilities developed under the project but in any event not to exceed twenty years from the date of the execution of the Grant Agreement.

SECTION 4. If any provision of this agreement or any application thereof shall be held invalid, such invalidity shall not affect any provision or application of this Agreement which can be given effect without the invalid provisions or application.

SECTION 5. This document constitutes the (sponsor's) assurance as required under

Sections 9 and 11 of the Act and shall be referred to as the "Sponsor's Assurance Agreement."

ATTEST:

(SEAL)

FRED W. SICK
City Clerk

CITY OF SAN DIEGO Sponsor
By F. A. RHODES,
F. A. Rhodes, City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Sponsor's Assurance Agreement to obtain Federal Aid for development Gibbs Municipal Airport; being Document No. 378158.

FRED W. SICK
City Clerk of The City of San Diego, California

By J. J. [Signature] Deputy

WAR DEPARTMENT
Corps of Engineers
South Pacific Division

LEASE NO. W 2972-eng-884

SUPPLEMENTAL AGREEMENT ACCEPTING PROPOSED RESTORATION

THIS SUPPLEMENTAL AGREEMENT entered into this 15 day of October 1945, by and between the City of San Diego, a Municipal Corporation, whose address is Civic Center, San Diego, California, for itself, its successors, and assigns, hereinafter called the Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government, WITNESSETH THAT:

WHEREAS, on 1 April 1943 a lease was entered into between the Lessor and the Government covering:

Lots 1-10 inclusive, 11-13 inclusive, 40-50 inclusive, Block "C", Pacific View according to Official Map thereof No. 1497, filed in the Office of The County Recorder, November 15, 1912, in the City of San Diego, County of San Diego, State of California, and more particularly described in said lease. Containing approximately 2.586 acres;

for the period 1 April 1943 to 30 June 1947, or six months after the date of the termination of the unlimited National Emergency, as declared by the President of the United States on May 27, 1941, (Proclamation 2487), whichever occurs first, subject to the conditions as set forth in paragraph 3 of said lease.

WHEREAS, said lease will terminate on the 15 day of October 1946;

WHEREAS, the Lessor has given notice that restoration of the premises by the Government in accordance with paragraph 8 of said lease will be required;

WHEREAS, the Government is prepared to undertake the restoration of the premises in the following manner:

Remove Floor Slabs left after removal of buildings Nos. T-354, T-354, T-365; -38 cubic yards
Remove Concrete Piers (97) 1'x1'x2' and (1) 2'x2'x1' left after removal of buildings No. T-355 to T-361 inclusive
Remove rubbish from premises
Remove Concrete Fuel Oil Storage Tank
Excavation - 11.5 cubic yards
Concrete tank - 5 cubic yards
Backfill and Compaction - 25 cubic yards

NOW, THEREFORE, in consideration of the foregoing, the parties hereto do mutually agree as follows:

1. That the Government will accomplish restoration of the premises in the manner aforesaid.
2. That performance of the restoration proposed by the Government will be accepted by the Lessor in full satisfaction of the obligation of the Government to restore the premises, and the Lessor hereby remises, releases, and forever discharges the Government, its officers and agents, or employees, of and from any and all manner of actions, liability, and claims against the Government, its officers, agents and employees, which the Lessor now has or ever will have for the further restoration of said premises or by reason of any other matter, cause or thing whatsoever particularly arising out of said lease and the occupation by the Government of the aforesaid premises; and the Lessor and all persons hereafter claiming any right, title, or interest under the Lessor will execute and deliver such further releases, for the more effectual release of the Government by reason of said obligation to restore said premises, or by reason of any other matter, cause, or thing whatsoever particularly arising out of said lease and the occupation by the Government of the aforesaid premises as the Government at any time hereafter may request.
3. That the Lessor will upon completion of the restoration referred to above assume custody and the care of the said premises, the Government thereafter being relieved from any further responsibility therefor.
4. That no member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

IN WITNESS WHEREOF the parties hereto have hereunto subscribed their names as of the date first above written.

THE CITY OF SAN DIEGO,
a Municipal Corporation
BY: F. A. RHODES (SEAL)
Lessor City Manager
THE UNITED STATES OF AMERICA
BY: A. T. W. MOORE
Colonel, Corps of Engineers
Contracting Officer

(The following certificate shall be executed by the secretary or assistant secretary)

I, F. W. Sick certify that I am the City Clerk of the corporation named as Lessor in the attached Supplemental Agreement, that F. A. Rhodes, who signed said Supplemental Agreement on behalf of the Lessor was then City Manager of said corporation; that said Supplemental Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

F. W. SICK (Corporate Seal)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Supplemental Agreement with U. S. War Department relative to restoration of premises under Lease No. W2972-eng-884 in Block C of Pacific View; being Document No. 378083.

FRED W. SICK

City Clerk of The City of San Diego, California

By F. W. SICK Deputy

KNOW ALL MEN BY THESE PRESENTS, That WESTERN METAL SUPPLY COMPANY, a corporation, as Principal and HARTFORD ACCIDENT & IDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO THOUSAND FIVE HUNDRED SEVENTY-FIVE and no/100 Dollars (\$2,575.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 11th day of November, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver to The City of San Diego from time to time, as ordered and required by the Purchasing Agent of said City, f.o.b. 20th and B Streets, San Diego, California, WATER METERS manufactured by the Neptune Meter Company, for a period of six (6) months, commencing November 1, 1947 and ending May 1, 1948; in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST: W. J. DOWD, Secretary

(SEAL)

By WESTERN METAL SUPPLY COMPANY W. MURRAY SMITH, Principal President HARTFORD ACCIDENT & INDEMNITY COMPANY Surety (SEAL) By GEO. H. MURCH, Attorney in Fact SCRIPPS BLDG., SAN DIEGO 12, CALIFORNIA

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

On this 11th day of November, before me, MARSTON BURNHAM, in the year one thousand nine hundred and forty-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

(SEAL) Notary Public in and for San Diego County, State of California My Commission Expires April 28, 1950

I hereby approve the form of the within Bond, this 13th day of November, 1947.

J. F. DuPAUL, City Attorney By J. H. McKINNEY, Deputy City Attorney

I hereby approve the foregoing bond this 17th day of November, 1947.

F. A. RHODES, 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 November, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part and hereinafter sometimes designated as the City, and WESTERN METAL SUPPLY COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

The City's requirements of 5/8" x 3/4", 3/4", 1", 1-1/2" and 2" Trident water meters and connections, in accordance with the specifications therefor contained in Document No. 377986, on file in the Office of the City Clerk of said City, for the period of six months beginning November 1, 1947 and ending May 1, 1948, together with parts for said meters.

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

Table with 3 columns: Description, Price, and Unit. Rows include 5/8 x 3/4" meters (\$15.05 each), 3/4" meters (\$22.05), 1" Trident split case meters (\$32.34), 1-1/2" Style 3 Disc meters with companion flanges (\$58.80), and 2" Style 3 Disc meters with companion flanges (\$88.20).

Said prices do not include the California State Sales Tax, which will be paid by the City. Said contractor will furnish meter parts at 35% discount off the "Parts Price List" on file in the office of the Purchasing Agent of said City, or any subsequently issued list that supplements or takes the place of said price list, exclusive of California State Sales Tax.

The total requirements under this contract are estimated to be 500 meters, but should purchases not amount to 500 meters during the contract period the City shall not be required

to make any price or other adjustment, nor pay any price differential in excess of the above mentioned prices. The City also reserves the option to purchase additional meters under the same price terms and conditions.

Said City agrees that it will purchase from the said contractor, during the period of this contract, all of its requirements of said meters; and in consideration of the furnishing and delivery of said meters and parts by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said meters by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, in accordance with the terms and prices hereinabove set forth. Payments will be made in accordance with purchase orders and deliveries.

"FEDERAL HINDRANCE" clause to be inserted in The City of San Diego's war time material, equipment and construction contracts:

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies were engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed anything contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor the City, pursuant to resolution of the City Council, may--

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (30) (days); or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipments required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may without incurring any liability elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 87355 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.

By F. A. RHODES, City Manager.
WESTERN METAL SUPPLY CO.

By W. MURRAY SMITH, Contractor
President

ATTEST:

(SEAL)

W. J. DOWD,
Secretary

I hereby approve the form and legality of the foregoing contract this 13th day of November, 1947.

J. F. DuPAUL, 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 Western Metal Supply Company for furnishing Water Meters for period of six months; being Document No. 379722.

FRED W. SICK

City Clerk of The City of San Diego, California

By F. W. Allen Deputy

A G R E E M E N T

THIS AGREEMENT, Made and entered into this 17th day of November, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation, party of the first part, hereinafter sometimes designated as the "City" or "lessor", and the TECHNICAL AND SCIENTIFIC SOCIETIES COUNCIL OF SAN DIEGO, party of the second part, hereinafter designated as the "lessee", WITNESSETH:

THAT WHEREAS, the party of the second part is desirous of leasing from the City of San Diego that certain building located in Balboa Park and known as State Building, for one day, November 17, 1947, for the purpose of the giving of a dinner by said Societies Council;

NOW, THEREFORE,
IT IS AGREED AS FOLLOWS:

1. In consideration of the matters and things hereinafter set forth, The City of San Diego does hereby lease and let to TECHNICAL AND SCIENTIFIC SOCIETIES COUNCIL OF SAN DIEGO, and Technical and Scientific Societies Council of San Diego does hereby accept from The City of San Diego, the premises and improvement hereinabove mentioned and located in Balboa Park and belonging to the City for the time and purpose hereinabove mentioned. The lessee agrees to pay the City for the use of said building the sum of TWENTY FIVE DOLLARS (\$25.00), said payment to be made on the day following the occupancy by the said party of the second part.

2. The lessee agrees to operate in such a manner as to conform with all federal, state and municipal laws, ordinances and rules and said lessee agrees for itself, its agents and employees to hold the City free from any and all liability or obligations arising out of the operation of said premises or the carelessness, negligence or improper conduct of said lessee, its agent or employees and said lessee agrees to reimburse the City, its officers and agents for all expenses, costs and judgments arising from a breach of these conditions.

3. Violation of any of the provisions of this contract shall be cause for the immediate cancellation of said contract without any liability upon the said City of San Diego.

4. Time is of the essence of all the terms, conditions and provisions of this agreement.

5. The lessee agrees to clean up the building after using the same and will leave the building in as good condition as it was when the party of the second part received it.

6. The lessee agrees not to use or store, or permit to be used or stored on the premises, any substances or article or commodities in such a manner as to impair or render void any fire insurance upon the building or premises herein mentioned.

7. The lessee waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the electrical apparatus or wires of said building or premises, or by reason of any loss or impairment of light or current which may occur from time to time from any cause or for any loss or damage sustained by the lessee resulting from war, fire, water, storm, civil commotion or riots, and the lessee waives all rights, claims and demands and forever releases and discharges said City and its officers and agents from any of said causes.

8. The lessee waives any and all claims for compensation for any and all loss or damage sustained by reason of any interference by any public agency or official in the operation of said premises.

9. The lessee agrees to refer all disputes to the City Manager of The City of San Diego and agrees to abide by his decision and at the request of the City Manager and without the making of specific charges, agrees to discharge any employee who is unsatisfactory to said City.

10. The lessee shall not sublet or sublease or assign any right or interest held by him under the terms of this lease without the written approval of the City Manager.

11. It is also understood and agreed that if lessee shall have employees that it shall secure policies of workmen's compensation insurance covering all such employees.

12. In consideration of the rental agreed to be paid by the lessee, the City agrees to furnish the building hereinabove mentioned and to furnish such utilities as light, water and heat.

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be executed by its City Manager, acting under and pursuant to a resolution of the City Council authorizing such execution, and Technical and Scientific Societies Council of San Diego, as lessee, has hereunto subscribed its name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,

Lessor,

By F. A. RHODES, City Manager
TECHNICAL AND SCIENTIFIC SOCIETIES
COUNCIL OF SAN DIEGO,

By PAUL E. WEDGEWOOD

By CHAS. F. B. PRICE

I HEREBY APPROVE the form of the foregoing Agreement this 18th day of November, 1947.

J. F. DuPAUL, 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 Agreement with the Technical and Scientific Societies Council of San Diego for use of the State Building in Balboa Park; being Document No. 379723.

FRED W. SICK

City Clerk of The City of San Diego, California

By J. H. McKinney Deputy

LEASE

WHEREAS, Fred A. Peterson, hereinafter called "the Lessor," is the owner of that real property situated within The City of San Diego, County of San Diego, State of California, more particularly described as Lot G, in Block 53, of New San Diego (hereinafter called "the leased premises"), and which is now under lease to THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called "the Lessee;" and

WHEREAS, the said Lessor and Lessee desire to substitute a new lease in place of said now existing lease; NOW, THEREFORE, IT IS HEREBY AGREED as follows:

(1) That the Lessor does hereby demise and let to the Lessee the said Lot G in Block 53 of New San Diego, for a period of three (3) years, beginning on the 15th day of November, 1947, and ending on the 14th day of November, 1950.

(2) The leased premises consist of unimproved land; all buildings and other improvements now on the leased premises, and all which may be placed or constructed on the leased premises by the Lessee during the term of this lease are, and shall remain, the property of the Lessee, and may be removed by the Lessee during the term or upon the expiration or termination of this lease.

(3) Upon the expiration or termination of this lease the Lessee will restore the leased premises to the condition said premises were in at the time the Lessee first took possession thereof.

(4) During the term of this lease the Lessor shall pay all taxes and assessments which may be levied upon or assessed against said land, and the Lessee shall pay all taxes and assessments which may be levied upon or assessed against the improvements placed or constructed by the Lessee upon the leased premises and all taxes levied upon or assessed against any

personal property placed by the Lessee upon the leased property.

(5) As and for the rental of the leased premises the Lessee shall pay to the Lessor the sum of One Hundred Dollars (\$100.00) per month, payable monthly in advance on the 15th day of each calendar month during the term.

(6) The Lessee may terminate this lease, at its option, upon sixty days' notice in writing to the Lessor.

(7) Any notice to be given to the Lessor may be given either personally or by registered mail, addressed to Fred A. Peterson, at 4459 Maryland Street, San Diego, California; and any notice to be given to the Lessee may be given either personally or by registered mail to the City Manager of The City of San Diego, addressed to him at the Office of the City Manager, Civic Center, San Diego, California. Such notice shall, in all cases, be in writing and signed by the party giving the same.

(8) The Lessee may sublet or assign this lease; but such sublease or assignment shall not operate to release the Lessee from its obligations hereunder.

(9) The said lease previously entered into and now existing between said Lessor and said Lessee is hereby cancelled, and this lease is substituted therefor.

IN WITNESS WHEREOF, said Lessor has hereunto subscribed his name, and the said Lessee, The City of San Diego, has caused this instrument to be executed by its City Manager, pursuant to resolution of the Council authorizing such execution, this 17th day of November, 1947.

FRED A. PETERSEN

Lessor.

THE CITY OF SAN DIEGO

Lessee.

By F. A. RHODES, City Manager

I hereby approve the form of the foregoing Lease this 18th day of November, 1947.

J. F. DuPAUL, 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 Fred A. Peterson of Lot G, Block 53 of New San Diego; being Document No. 379724.

FRED W. SICK

City Clerk of The City of San Diego, California

By F. A. Rhodes Deputy

ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, the undersigned McMannomy Coffing and Elizabeth W. Coffing, husband and wife do hereby sell, transfer and assign unto City of San Diego, a municipal corporation all their, right, title, and interest in and to that certain Lease No. W2972-eng-1030 between McMannomy Coffing and Elizabeth Coffing, husband and wife and the United States of America, dated 1 April, 1943, covering real property described on Schedule "A" attached hereto and made a part hereof.

TOGETHER WITH all rents, if any, accrued or to accrue thereunder from and after the date hereof, subject to all the terms and conditions of said lease, and hereby authorize and direct the United States of America to pay all rents hereafter and to address all Notices to the above named assignee.

DATED: 27 March, 1947, at San Diego, California

WITNESS:

CARL M. TYLER
504 Broadway
Gary, Ind.

McMANNOMY COFFING
Lessor and Assignor
ELIZABETH W. COFFING
Lessor and Assignor

SCHEDULE "A"

All that certain real property situate in the City of San Diego, County of San Diego, State of California and more particularly described as follows:

All of Lots 38 and 39, Block C. Pacific View according to Official Map thereof No. 1497 filed in the Office of the County Recorder, November 15, 1912.

Located on the Easterly line of Lapwai Street 300 feet North of the Northwest corner of Lapwai and Nashville Streets.

Vacant Lots

Containing approximately 0.153 Acres

CERTIFICATE AND ACCEPTANCE OF ASSIGNMENT

The undersigned does hereby certify that it is the purchaser and assignee above named and does hereby accept said lease agreement and all the terms and conditions thereof and requests that all payments and notices thereunder be mailed to them at Civic Center, San Diego, California from and after the date of execution of this assignment by the lessor and assignor.

DATED: 27 March 1947; at San Diego, California

CITY OF SAN DIEGO,
a municipal corporation
By F. A. RHODES- City Manager
Assignee

(if) assignee is a corporation, the following certificate shall be executed by the secretary or assistant secretary)

I, Fred W. Sick, certify that I am the City Clerk Secretary of the corporation named as Assignee in the attached instruments; that F. A. Rhodes who signed the Certificate and Acceptance of Assignment on behalf of the Assignee, was then City Manager of said Corporation; that said Certificate and Acceptance of Assignment was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

FRED W. SICK (CORPORATE SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Assignment of Lease - McMannomy & Elizabeth Coffing to City of San Diego - por. Lots 38, 39.

Block "C" Pacific View; being Document No. 379457.

FRED W. SICK
City Clerk of The City of San Diego, California

By F. A. Rhodes Deputy

PIPE LINE LICENSE

THIS LICENSE, Made this 25th day of September, 1947, between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Kansas corporation (hereinafter called "Licensor"), party of the first part, and CITY OF SAN DIEGO, a California municipal corporation, (hereinafter, whether one or more, called "Licensee"), party of the second part.

WITNESSETH, That the parties hereto for the considerations hereinafter expressed covenant and agree as follows:

1. Subject to the terms and conditions hereinafter set forth, Licensor licenses Licensee to construct and maintain one, (1) pipe line, twenty four (24) inches in diameter (hereinafter, whether one or more pipe lines, called the "PIPE LINE"), across or along the right of way of Licensor at or near the station of Morena, San Diego County, California, the exact location of the PIPE LINE being more particularly shown by red coloring upon the print hereto attached, No. L-3-16599, dated September 22, 1947, marked "Exhibit A" and made a part hereof.

2. Licensee shall use the PIPE LINE solely for carrying sewage, gravity flow, and shall not use it to carry any other commodity or for any other purpose whatsoever.

3. Licensee shall pay Licensor as compensation for this license the sum of Ten and no/100-Dollars (\$10.00).

4. Licensee shall, at its own cost and subject to the supervision and control of Licensor's chief engineer, locate, construct and maintain the PIPE LINE in such a manner and of such material that it will not at any time be a source of danger to or interference with the present or future tracks, roadbed and property of Licensor, or the safe operation of its railroad. The PIPE LINE shall be constructed, installed and thereafter maintained in conformity with the plans and specifications shown on print hereto attached in such cases, marked Exhibit B and made a part hereof. If at any time Licensee shall, in the judgment of Licensee shall, in the judgment of Licensor, fail to perform properly its obligations under this paragraph, Licensor may, at its option, itself perform such work as it deems necessary for the safe operation of its railroad, and in such event Licensee agrees to pay, within fifteen (15) days after bill shall have been rendered therefor, the cost so incurred by Licensor, but failure on the part of Licensor to perform the obligations of Licensee shall not release Licensee from liability hereunder for loss or damage occasioned thereby.

5. Licensee shall reimburse Licensor for any expense incurred by Licensor for false work to support Licensor's tracks and for flagman to protect its traffic during installation of the PIPE LINE and for any and all other expense incurred by Licensor on account of the PIPE LINE.

6. Licensee shall at all times indemnify and save harmless Licensor against and pay in full all loss, damage or expense that Licensor may sustain, incur or become liable for, resulting in any manner from the construction, maintenance, use, state of repair, or presence of the PIPE LINE, including any such loss, damage or expense arising out of (a) loss of or damage to property, (b) injury to or death of persons, (c) mechanics' or other liens of any character, or (d) taxes or assessments of any kind.

7. If at any time Licensee shall fail or refuse to comply with or carry out any of the covenants herein contained Licensor may at its election forthwith revoke this license.

8. THIS LICENSE is given by Licensor and accepted by Licensee upon the express condition that the same may be terminated at any time by either party upon ten (10) days' notice in writing to be served upon the other party, stating therein the date that such termination shall take place, and that upon the termination of this license in this or any other manner herein provided, Licensee, upon demand of Licensor, shall abandon the use of the PIPE LINE and remove the same and restore the right of way and tracks of Licensor to the same condition in which they were prior to the placing of the PIPE LINE thereunder. In case Licensee shall fail to restore Licensor's premises as aforesaid within ten (10) days after the effective date of termination, Licensor may proceed with such work at the expense of Licensee. No termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the PIPE LINE is removed and the right of way and track of Licensor restored as above provided.

9. In the case of the eviction of Licensee by anyone owning or obtaining title to the premises on which the PIPE LINE is located, or the sale or abandonment by Licensor of said premises, Licensor shall not be liable to Licensee for any damage of any nature whatsoever or to refund any payment made by Licensee to Licensor hereunder, except the proportionate part of any recurring rental charge which may have been paid hereunder in advance.

10. Any notice, request, instructions or revocation of this license to be given by Licensor to Licensee hereunder shall be deemed to be properly served if the same be delivered to Licensee, or if deposited in the Post Office, postpaid, addressed to Licensee at San Diego, California.

11. In the event that two or more parties execute this instrument as Licensee, all the covenants and agreements of Licensee in this license shall be the joint and several covenants and agreements of such parties.

12. All the covenants and provisions of this instrument shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the parties to the same extent and effect as the same are binding upon and inure to the benefit of the parties hereto, but no assignment hereof by Licensee, its successors, legal representatives or assigns, or any subsequent assignee, shall be binding upon Licensor without the written consent of Licensor in each instance.

13. This license shall be effective as of August 28, 1946.

IN WITNESS WHEREOF, The parties have executed this agreement in duplicate the day and year first above written.

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, (Licensor)
Approved as to Description:

By
Its Assistant to General Manager
CITY OF SAN DIEGO,
By: F. A. RHODES
Its City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Pipe Line License (except blue prints attached); being Document No. 379527.

FRED W. SICK
City Clerk of The City of San Diego, California

By F. A. Rhodes Deputy

KNOW ALL MEN BY THESE PRESENTS, That MISSION PIPE & SUPPLY COMPANY, a corporation, as Principal and HARTFORD ACCIDENT AND INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO THOUSAND FIVE HUNDRED SEVENTY-FIVE and no/100 Dollars (\$2,575.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 5th day of November, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver to The City of San Diego, from time to time as ordered and required, for a period of six months commencing November 1, 1947 and ending May 1, 1948, "Tropic" water meters manufactured by the Pittsburgh Equitable Meter Company, in accordance with the plans and specifications, referred to in said contract, and for the contract price thereon set forth.

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

ATTEST: (SEAL)
E. SWIFT TORRANCE
Sec'y

MISSION PIPE & SUPPLY COMPANY
By PAUL O. VANCE, Pres.
Principal
HARTFORD ACCIDENT & INDEMNITY COMPANY
Surety (SEAL)

ATTEST:
G. GORDON HURLBURT

By M. SHANNON
Attorney in Fact

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

On this 5th day of November, before, MARSTON BURNHAM, in the year one thousand nine hundred and forty-seven, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared M. SHANNON 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 M. SHANNON duly acknowledged to me that he subscribed the name of the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereto as Surety and his own name as Attorney-in-Fact.

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

(SEAL) MARSTON BURNHAM
Notary Public in and for SAN DIEGO County,
State of California.

My Commission Expires April 28, 1950

I hereby approve the form of the within Bond, this 10th day of November, 1947,
J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney

I hereby approve the foregoing bond this 10th day of November, 1947.
F. A. RHODES,
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 5th day of November, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and MISSION PIPE & SUPPLY COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

The City's requirements of 5/8" x 3/4", 3/4", 1", 1-1/2", and 2" Pittsburgh Equitable Meter Company's "Tropic" water meters with connections, in accordance with the specifications therefor contained in Document No. 377986, on file in the office of the City Clerk of said City, for the period of six months beginning November 1, 1947 and ending May 1, 1948, together with parts for said meters.

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

5/8" x 3/4" Tropic meters and connections.....	\$15.05	each
3/4" ditto	\$22.05	"
1" ditto	\$32.34	"
1-1/2" ditto	\$58.80	"
2" ditto	\$88.20	"

Said prices do NOT include the California State Sales Tax.

Said contractor will furnish meter parts at 30% discount off the "Parts Price List" on file in the office of the Purchasing Agent of said City, or any subsequently issued list that supplements or takes the place of said price list. Said prices above mentioned and those contained in the Parts Price List do not include the California State Sales Tax, which will be paid by the City.

The total requirements under this contract are estimated to be 500 meters, but should purchases not amount to 500 meters during the contract period the City shall not be required to make any price or other adjustment, nor pay any price differential in excess of the above mentioned prices. The City also reserves the option to purchase additional meters under the same price terms and conditions.

Said City agrees that it will purchase from the said contractor, during the period of this contract, all of its requirements of said meters; and in consideration of the furnishing and delivery of said meters and parts by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said meters by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, in accordance

with the terms and prices hereinabove set forth. Payments will be made in accordance with purchase orders and deliveries.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies were engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor the City, pursuant to resolution of the City Council, may--

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (30) days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 87358 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.

ATTEST:

E. SWIFT TORRANCE (SEAL)

THE CITY OF SAN DIEGO.
By F. A. RHODES, City Manager
MISSION PIPE & SUPPLY COMPANY
By PAUL O. VANCE, Pres.
Contractor

I hereby approve the form and legality of the foregoing contract this 10th day of November, 1947.

J. F. DuPAUL, 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 Mission Pipe and Supply Company for furnishing "Tropic" water meters; being Document No. 379547.

FRED W. SICK
City Clerk of The City of San Diego, California

By F. W. SICK Deputy

KNOW ALL MEN BY THESE PRESENTS, That H. H. PETERSON, as Principal and MASSACHUSETTS BONDING AND INSURANCE COMPANY a corporation organized and existing under and by virtue of the laws of the State of Massachusetts as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Twelve thousand eight hundred twenty-nine Dollars (\$12,829.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators, successors and assigns, and the said Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 10th day of November, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the construction of a storm drain from Hawley Boulevard and Adams Avenue, westerly in Adams Avenue and public rights of way and crossing 34th Street, Felton Street, 33rd Street, Bancroft Street and 32nd Street, West Mountain View Drive and Mondell Terrace, which work includes construction of curb inlets and storm drain cleanouts and the connecting of same into the storm drain, and the construction of other appurtenances, together with work of removing existing drainage structures, the reconstruction of curb returns for longer radii and the restoration of the pavement, curbs and sidewalks where removed or damaged on account of construction activities; and also includes the improvement of the intake of the existing culvert about 400 feet south of Camino

del Rio near the old east City boundary, the same lying down stream from outlet of the said storm drain, and any other work required to make a complete drainage system; in accordance with the plans and specifications, referred to in said contract, and for the contract price therein set forth.

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

ATTEST:

H. H. PETERSON
Principal
MASSACHUSETTS BONDING AND INSURANCE
Surety COMPANY (SEAL)

ATTEST:

B. C. FOTLAND

By DONALD B. GOLDSMITH
Attorney-in-Fact

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 10th day of November in the year one thousand nine hundred and forty-seven, before me Zelda B. Melancon, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Donald B. Goldsmith known to me to be the duly authorized Agent and Attorney-in-Fact of the MASSACHUSETTS BONDING AND INSURANCE COMPANY, the corporation whose name is affixed to the foregoing instrument; and duly acknowledged to me that he subscribed the name of the MASSACHUSETTS BONDING AND INSURANCE COMPANY thereto as Surety and his own name as Attorney-in-Fact.

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

(SEAL)

ZELDA B. MELANCON
Notary Public in and for said County and State

My Commission Expires Mar. 12, 1950

I hereby approve the form of the within Bond, this 10th day of November, 1947.

J. F. DuPAUL, City Attorney
By J. H. MCKINNEY
Deputy City Attorney

I hereby approve the foregoing bond this _____ day of _____ 19____.

F. A. RHODES, City Manager

KNOW ALL MEN BY THESE PRESENTS, That H. H. PETERSON, as Principal and MASSACHUSETTS BONDING AND INSURANCE COMPANY a corporation organized and existing under and by virtue of the laws of the State of MASSACHUSETTS as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Twenty-five thousand six hundred fifty-seven Dollars (\$25,657.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 10th day of November, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the construction of a storm drain from Hawley Boulevard and Adams Avenue, westerly in Adams Avenue and public rights of way and crossing 34th Street, Felton Street, 33rd Street, Bancroft Street and 32nd Street, West Mountain View Drive and Mondell Terrace, which work includes construction of curb inlets and storm drain cleanouts and the connecting of same into the storm drain, and the construction of other appurtenances, together with work of removing existing drainage structures, the reconstruction of curb returns for longer radii and the restoration of the pavement, curbs and sidewalks where removed or damaged on account of construction activities; and also includes the improvement of the intake of the existing culvert about 400 feet south of Camino del Rio near the old east City boundary, the same lying down stream from outlet of the said storm drain, and any other work required to make a complete drainage system; all in accordance with the drawings and specifications therefor contained in Document No. 371975, on file in the office of the City Clerk of said City.

WHEREAS, the aforesaid penal sum of Twenty-five thousand six hundred fifty-seven Dollars (\$25,657.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on, or furnish materials, to be used in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his heirs, executors, administrators and 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 Chapter 3 of Division 5 of Title I of the Government Code of the State of California, 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 said Chapter 3, Division 5, Title I of the Government Code provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of Civil Procedure of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the said principal and surety have executed this instrument, the day and year first hereinabove written.

H. H. PETERSON
Principal
MASSACHUSETTS BONDING AND INSURANCE
Surety COMPANY (SEAL)
By DONALD B. GOLDSMITH
Attorney-in-Fact

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 10th day of November in the year one thousand nine hundred and forty-seven, before me Zelda B. Melancon, 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.

ZELDA B. MELANCON

(SEAL)

Notary Public in and for said County and State

My Commission Expires Mar. 12, 1950

I hereby approve the form of the foregoing bond this 10th day of November, 1947.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY,
Deputy City Attorney

I hereby approve the foregoing bond this _____ day of _____, 1947.
F. A. RHODES, City Manager

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, California, this 10th day of November, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and H. H. PETERSON, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expenses of every kind and description necessary or incidental to the construction of a storm drain from Hawley Boulevard and Adams Avenue, westerly in Adams Avenue and public rights of way and crossing 34th Street, Felton Street, 33rd Street, Bancroft Street and 32nd Street, West Mountain View Drive and Mondell Terrace, which work includes construction of curb inlets and storm drain cleanouts and the connecting of same into the storm drain, and the construction of other appurtenances, together with work of removing existing drainage structures, the reconstruction of curb returns for longer radii and the restoration of the pavement, curbs and sidewalks where removed or damaged on account of construction activities; and also includes the improvement of the intake of the existing culvert about 400 feet south of Camino del Rio near the old east City boundary, the same lying down stream from outlet of the said storm drain, and any other work required to make a complete drainage system; all in accordance with the drawings and specifications therefor contained in Document No. 371975, on file in the office of the City Clerk of said City.

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

Fifty-one thousand three hundred twelve and 35/100 Dollars (\$51,312.35).

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

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

Fifty-one thousand three hundred twelve and 35/100 Dollars (\$51,312.35); said payments to be made as follows: On or before the fifteenth day of each calendar month there shall be paid the contractor a sum equal to ninety per cent (90%) of the value of the work performed up to the last day of the previous calendar month, less the aggregate of previous payments. The monthly payments shall be made only on the basis of monthly estimates which shall be prepared by the City Engineer based on a unit price breakdown of his lump sum bid to be submitted by the contractor and approved by the City Engineer. Quantities used in computing partial payments shall be considered as estimates only and shall be submitted to revision in following estimates.

Upon acceptance of the work by the City there shall be paid to the contractor a sum equal to ninety per cent (90%) of the value of the work performed, less the aggregate of previous payments. The final payment of ten per cent (10%) of the value of the work done under this contract, if unencumbered, shall be made thirty-five days after acceptance of the work by the City. Final acceptance of the work will be made only by an action of the City Council evidenced by resolution, and upon the filing by the contractor of a release of all claims of every nature on account of the work done by this contract, together with an affidavit that all claims have been fully paid. The acceptance by the contractor of said payment shall constitute a waiver of all claims against the City arising under this contract.

Said contractor further agrees not to underlet nor assign this contract, or any part thereof, to anyone, without the consent of the Council, in writing, having been first obtained.

Said contractor further agrees to be bound by each and every part of said specifications as the same may be interpreted in case of dispute or question by the City Engineer of said City. Further, that contractor will protect from the elements all of the materials and supplies to be used in the performance of said work, and in case of damage to any portion of said work or materials or supplies to be used in the performance of said work by reason of accident, the action of the elements, or any other cause whatsoever, before the final acceptance of said work, the contractor will repair or replace such damage, at contractor's own cost and expense.

The work shall be conducted under the immediate supervision of the City Engineer, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

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

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 contractor's 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 Laws, as set forth in the Labor Code of the State of California.

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 said Workmen's Compensation, Insurance and Safety Laws, said certificate of the insurance carrier to bear the date of the expiration of said policy.

Said contractor further agrees and covenants that neither said contractor, nor any sub-contractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases 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, \$10.00 for each laborer, workman or mechanic employed in the execution of this contract 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 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 Section 197 of the Charter of The City of San Diego, and that the said contractor shall forfeit as a penalty to the City \$10.00 for each alien knowingly employed upon any of the work provided in this contract to be done by the contractor, or by any sub-contractor, contrary to the provisions of said Charter, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

The contractor further agrees that in the performance of the work contemplated by this contract said contractor will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the contractor or any subcontractor in the performance of the work contemplated by this contract; and that the contractor shall forfeit as a penalty to the City \$10.00 for each laborer, workman or mechanic employed, for each calendar day or portion thereof such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the contractor, or by any subcontractor:

<u>Trade or Occupation</u>	<u>Wage Per 8-Hour Day.</u>
LABORERS:	
General or construction,	\$ 10.80
Operators and Tenders of Pneumatic and electric tools, vibrating machines and similar mechanical tools not separately classified herein,	12.40
Asphalt Raker and Ironer,	12.40
Fine Grader (Highway and Street Paving only)	11.50
OPERATING ENGINEERS:	
Apprentice Engineer, including fireman, oiler, greaser,	12.20
Concrete or Asphalt Spreading, Mechanical Tamping or Finishing Machine Operator	15.20
Motor Patrol Operator, including any type of power blade	16.20
Pavement Breaker Operator	14.80
Roller Operator	14.80
Skip Loader Operator - wheel type	14.20
Tow Blade or Grader Operator	14.20
Tractor Operator - Bulldozer, Tamper, Scraper or Drag Type Shovel or Boom Attachments,	15.20
Concrete Mixer Operator-paving type and mobile mixer,	16.00
Trenching Machine Operator	15.80
TRUCK DRIVERS:	
Drivers of trucks legal payload capacity less than 5 tons,	11.40
Drivers of trucks legal payload capacity between 5 and 10 tons,	11.60
Drivers of trucks legal payload capacity between 10 and 15 tons,	12.00
OTHER TRADES	
Cement Finisher	15.80
Carpenter,	15.20
Reinforcing Steel Worker,	15.80
Any classification omitted herein not less than	10.80

OVERTIME:

Not less than one and one-half times the said prevailing or current rate of per diem wages shall be paid for extra work performed by such laborers, workmen or mechanics on Sundays and legal holidays as set forth in Section 10 of the California Political Code 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.

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 87445 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 F. A. RHODES, City Manager
H. H. PETERSON,
Contractor

I hereby approve the form and legality of the foregoing contract this 10th day of November, 1947.

J. F. DuPAUL, 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. H. Peterson for Storm Drain in Adams Avenue, 34th Street, et al; being Document No. 379548.

FRED W. SICK
City Clerk of The City of San Diego, California
By _____ Deputy

KNOW ALL MEN BY THESE PRESENTS, That V. R. DENNIS, an individual doing business under the firm name and style of V. R. DENNIS CONSTRUCTION COMPANY, as Principal and GLENS FALLS INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of EIGHT THOUSAND EIGHT HUNDRED FIFTY-FIVE and no/100 Dollars (\$8855.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 22nd day of November, 1947.

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 resurface portions of Fifth Avenue and Washington Street, in the City of San Diego, California, in accordance with the plans and specifications, referred to in said contract, and for the contract price therein set forth.

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

G. F. WEILER

V. R. DENNIS
an individual doing business under
the firm name and style of
V. R. DENNIS CONSTRUCTION COMPANY
Principal
GLENS FALLS INDEMNITY COMPANY (SEAL)
Surety

ATTEST:

M. F. SKINNER

By F. E. BRISBINE
Attorney

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

On this 22nd day of November in the year One Thousand Nine Hundred and forty seven before me, MARWIN F. JONAS a Notary Public in and for the said _____ County of Los Angeles, residing therein, duly commissioned and sworn, personally appeared F. E. Brisbine known to me to be the ATTORNEY of the GLENS FALLS INDEMNITY COMPANY, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

MARWIN F. JONAS

(SEAL) Notary Public in and for the _____ County of
Los Angeles, State of California

My Commission Expires Nov. 2, 1947

I hereby approve the form of the within Bond, this 24th day of November, 1947.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney

I hereby approve the foregoing bond this 24th day of Nov., 1947.

F. A. RHODES, City Manager.

KNOW ALL MEN BY THESE PRESENTS, That V. R. DENNIS, an individual doing business under the firm name and style of V. R. DENNIS CONSTRUCTION COMPANY, as Principal and GLENS FALLS INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SEVENTEEN THOUSAND SEVEN HUNDRED TEN and no/100 Dollars (\$17,710.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds 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 22nd day of November, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish all materials, labor, tools, transportation, apparatus, and other expense of every kind and description necessary or incidental to the resurfacing of FIFTH AVENUE, from a line 50 feet

south of the south property line of B Street to the south curb line of Washington Street; and WASHINGTON STREET, from the east property line of Fifth Avenue to a line 135 feet west of the west line of Fifth Avenue, in the City of San Diego, California; and

WHEREAS, the aforesaid penal sum of SEVENTEEN THOUSAND SEVEN HUNDRED TEN and no/100 Dollars (\$17,710.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on, or furnish materials, to be used in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his heirs, executors, administrators and 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 Chapter 3 of Division 5 of Title I of the Government Code of the State of California, 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 said Chapter 3, Division 5, Title I of the Government Code provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of Civil Procedure of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the said principal and surety have executed this instrument, the day and year first hereinabove written.

G. F. WEILER

V. R. DENNIS
an individual dba
V. R. DENNIS CONSTRUCTION COMPANY
Principal
GLENS FALLS INDEMNITY COMPANY (SEAL)
Surety
By F. E. BRISBINE
Attorney

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

On this 22nd day of November in the year One Thousand Nine Hundred and forty seven before me, MARWIN F. JONAS a Notary Public in and for the said County of Los Angeles, residing therein, duly commissioned and sworn, personally appeared F. E. Brisbine known to me the ATTORNEY of the GLENS FALLS INDEMNITY COMPANY, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

(SEAL) MARWIN F. JONAS
Notary Public in and for the County of
Los Angeles, State of California

My Commission Expires Nov. 2, 1947

I hereby approve the form of the foregoing bond this 24th day of November, 1947.

J. F. DuPAUL, City Attorney
By J. H. MCKINNEY
Deputy City Attorney

I hereby approve the foregoing bond this 24th day of November, 1947.

F. A. RHODES, 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 22nd day of November, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and V. R. DENNIS, an individual doing business under the firm name and style of V. R. DENNIS CONSTRUCTION COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish materials, labor, tools, transportation, apparatus, and other expense of every kind and description necessary or incidental to the resurfacing, complete from curb to curb, of -

FIFTH AVENUE, from a line 50 feet south of the south property line of
B Street to the south curb line of Washington Street; and

WASHINGTON STREET, from the east property line of Fifth Avenue to a
line 135 feet west of the west line of Fifth Avenue,

in the City of San Diego, California, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 378271.

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

Thirty-five Thousand Four Hundred Twenty and no/100 Dollars (\$35,420.00).

Said contractor agrees to commence said work within ten (10) days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within seventy (70) days from and after the date of the execution of this contract.

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

Thirty-five Thousand Four Hundred Twenty and no/100 Dollars (\$35,420.00)
said payments to be made as follows: Upon completion of said work and the acceptance of the same by the City Manager of said City, ninety per cent (90%) of the said contract price

shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a 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 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 further agrees not to underlet nor assign this contract, or any part thereof, to any one, without the consent of the Council, in writing, having been first obtained.

Said contractor further agrees to be bound by each and every part of said specifications as the same may be interpreted in case of dispute or question by the City Engineer of said City. Further, that contractor will protect from the elements all of the materials and supplies to be used in the performance of said work, and in case of damage to any portion of said work or materials or supplies to be used in the performance of said work by reason of accident, the action of the elements, or any other cause whatsoever, before the final acceptance of said work, the contractor will repair or replace such damage, at contractor's own cost and expense.

The work shall be conducted under the immediate supervision of the City Engineer, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

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

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 contractor's 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 Laws, as set forth in the Labor Code of the State of California.

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 said Workmen's Compensation, Insurance and Safety Laws, said certificate of the insurance carrier to bear the date of the expiration of said policy.

Said contractor further agrees and covenants that neither said contractor, nor any sub-contractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases 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, \$10.00 for each laborer, workman or mechanic employed in the execution of this contract 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 Section 195 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 Section 197 of the Charter of The City of San Diego, and that the said contractor shall forfeit as a penalty to the City \$10.00 for each alien knowingly employed upon any of the work provided in this contract to be done by the contractor, or by any sub-contractor, contrary to the provisions of said Charter, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

The contractor further agrees that in the performance of the work contemplated by this contract said contractor will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the contractor or any subcontractor in the performance of the work contemplated by this contract; and that the contractor shall forfeit as a penalty to the City \$10.00 for each laborer, workman or mechanic employed, for each calendar day or portion thereof such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the contractor, or by any subcontractor:

<u>Trade or Occupation</u>	<u>Wage Per 8-Hour Day</u>
<u>LABORERS:</u>	
General or Construction	\$ 10.80
Operators and Tenders of pneumatic and electric tools, vibrating machines and similar mechanical tools not separately classified herein	12.40
Asphalt Raker and Ironer	12.40
Fine Grader (Highway and Street Paving only)	11.60
<u>OPERATING ENGINEERS:</u>	
Apprentice Engineer, including fireman, oiler, greaser	12.20
Concrete or Asphalt Spreading, mechanical tamping or finishing machine operator	15.20

Trade or Occupation (Con't)	Wage Per 8-Hour Day
Motor Patrol Operator, including any type of power blade	\$ 16.20
Pavement Breaker Operator	14.80
Roller Operator	14.80
Skip Loader Operator - wheel type	14.20
Tow Blade or Grader Operator	14.20
Tractor Operator - Bulldozer, Tamper, Scraper or Drag Type Shovel or Boom Attachments	15.20
TRUCK DRIVERS:	
Drivers of trucks legal payload capacity less than 5 tons	11.40
Drivers of trucks legal payload capacity between 5 and 10 tons	11.50
Drivers of trucks legal payload capacity between 10 and 15 tons	12.00

Any classification omitted herein not less than \$ 10.80

OVERTIME: Not less than one and one-half times the said prevailing or current rate of per diem wages shall be paid for extra work performed by such laborers, workmen, or mechanics on Sundays and legal holidays as set forth in Section 10 of the California Political Code and for work performed in excess of eight hours in one calendar day in which such overtime work is permitted by law.

Said contractor hereby agrees that he will be bound by each and every part of this contract.

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 87553 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 F. A. RHODES, City Manager
V. R. DENNIS
an individual dba
V. R. DENNIS CONSTRUCTION COMPANY,
Contractor

G. F. WEILER

I hereby approve the form and legality of the foregoing contract this 24th day of November, 1947.

J. F. DuPAUL, 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 V. R. Dennis for resurfacing portions of Fifth Avenue and Washington Street; being Document No. 379891.

FRED W. SICK
City Clerk of The City of San Diego, California.

By _____ Deputy

In the Matter of Accepting Easement)
for Road Survey No. 368.....) Lakeside Farms District Streets.

ON MOTION of Supervisor Rossi, seconded by Supervisor Robbins, the following resolution is adopted by the Board of Supervisors:

WHEREAS, The City of San Diego, a municipal corporation, by Harley E. Knox, Mayor, attested by Fred W. Sick, City Clerk, has tendered to this Board a deed dated November 7, 1947 conveying to the County of San Diego an easement for a public highway across and over the following described property:

PARCEL 1: All land included within the right of way for County Road Survey No. 368 lying within the boundaries of Record of Survey Map No. 1503 filed in the San Diego County Recorder's Office.

PARCEL 2 and PARCEL 3: Portions of land lying within the boundaries of Record of Survey Map No. 1503, more particularly described in the Easement.

PARCEL 4: That portion of Lot 2, Block 4, Cajon Park, according to Map thereof No. 757 filed in the office of the Recorder of San Diego County, California, lying north of the easterly prolongation of the south line of Second Street, as said street is shown on said map of Cajon Park, to an intersection with the northeasterly line of said Block 4.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF SAN DIEGO COUNTY, CALIFORNIA, HEREBY RESOLVES AS FOLLOWS:

That the said deed be, and the same is hereby accepted, and the Clerk of this Board is hereby ordered and directed to cause the same to be recorded in the office of the County Recorder of the County of San Diego, State of California.

PASSED AND ADOPTED by the Board of Supervisors of The County of San Diego, State of California, this 17th day of November, 1947, by the following vote:

- AYES: Supervisors Austin, Robbins and Rossi
- NOES: Supervisors None
- ABSENT: Supervisors Bird and Howell

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

I, J. B. McLees, County Clerk of the County of San Diego, State of California, and ex-officio Clerk of the Board of Supervisors of said County, hereby certify that I have compared the foregoing copy with the original resolution passed and adopted by said Board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is now on file in my office; that the same contains a full, true and correct transcript therefrom and of the whole thereof.

Witness my hand and the Seal of said Board of Supervisors, this 17th day of November, A.D. 1947.

SEAL

J. B. M LEES, County Clerk and
ex-officio Clerk of the Board of
Supervisors.
By P. D. CREMANS, Deputy

EASEMENT FOR COUNTY HIGHWAY

KNOW ALL MEN BY THESE PRESENTS: That The City of San Diego, a municipal corporation Grantor in the County of San Diego, State of California, owner of the hereinafter described lands, for and in consideration of One dollars (\$1.00) to it in hand paid by the County of San Diego, State of California, or on its behalf, the receipt whereof is hereby acknowledged, and the benefits to accrue to it, by reason of the location and establishment by the County of San Diego, State of California, of a public highway upon, over and across said lands, does hereby signify its approval of and consent to the location, establishment and construction of such highway thereon and it does, by these presents hereby grant, convey and dedicate to the County of San Diego, State of California, grantee, the right of way and incidents thereto for such public highway upon, over and across the said lands, hereinafter described, lying and being in the County of San Diego, State of California, and particularly described as follows, to-wit:

PARCEL 1: All land included within the right of way for County Road Survey No. 368 lying within the boundaries of Record of Survey Map No. 1503 filed in the San Diego County Recorder's Office.

PARCEL 2: That parcel of land lying within the boundaries of said Record of Survey Map No. 1503, described as follows:

Beginning at a point on the southerly right of way line of said County Road Survey No. 368, said point being at Engineer's Station 22+52.57 and being at the beginning of a curve concave northeasterly having a radius of 120 feet; thence Northwesterly along the arc of said curve through a central angle of 80° 23', a distance of 168.35 feet to the end of said curve; thence South 9° 39' East along the Southeasterly prolongation of the Westerly line of the right of way for County Road Survey No. 368, to an intersection with the Southerly boundary line of said Record of Survey No. 1503; thence North 89° 58' East along the Southerly boundary line of said Record of Survey to point of beginning.

PARCEL 3: That parcel of land lying within the boundaries of said Record of Survey Map No. 1503, described as follows:

Beginning at the northwest corner of said Record of Survey Map No. 1503, said point being also a point on the easterly line of Lot 8, Block 11 of Cajon Park according to Map No. 767 filed in the Office of the Recorder of San Diego County, California; thence South 89° 55' East along the northerly line of said Record of Survey Map No. 1503 (said line being also the southerly line of County Road Survey No. 368) a distance of 745.0 feet to the beginning of a tangent curve to the right having a radius of 25 feet, said point being the true point of beginning; thence along the arc of said curve through a central angle of 89° 59' 45" a distance of 39.27 feet to the end of said curve; thence South 0° 04' 45" West 1524.93 feet to the beginning of a tangent curve to the right having a radius of 25 feet; thence along the arc of said curve through a central angle of 89° 59' 30" a distance of 39.27 feet to the end of said curve; thence North 89° 55' 45" West, 251.95 feet to a point on the southerly boundary line of said Record of Survey Map No. 1503; thence South 72° 16' East along the said southerly boundary line of Record of Survey Map No. 1503 a distance of 253.90 feet; thence South 89° 55' 45" East along the southerly line of Second Street of said Cajon Park produced easterly, 85.50 feet; thence North 0° 04' 45" East, 1729.98 feet to the beginning of a tangent curve to the right having a radius of 25 feet; thence along the arc of said curve through a central angle of 90° 00' 15" a distance of 39.27 feet to the end of said curve, said point being on the said northerly line of Record of Survey Map No. 1503 and on the southerly line of Road Survey No. 368; thence North 89° 55' West along the said northerly line of Record of Survey No. 1503, a distance of 110 feet to the true point of beginning.

PARCEL 4: That portion of Lot 2, Block 4, Cajon Park, according to Map thereof No. 767 filed in the office of the Recorder of San Diego County, California, lying north of the easterly prolongation of the south line of Second Street, as said street is shown on said Map of Cajon Park, to an intersection with the northeasterly line of said Block 4.

Said right of way herein described consists of 5.38 acres more or less. For the consideration named herein we hereby grant to the County of San Diego the privilege and right to extend drainage structures and excavation and embankment slopes beyond the limits of the herein described right of way where required for the construction and maintenance of said County Highway.

And The City of San Diego, the said grantor, does hereby waive all claim for compensation for any and all damages on account of the location, establishment and construction of said highway; and do hereby grant to the County of San Diego, State of California, all trees, growths (growing or that may hereafter grow) and roadbuilding materials within said right of way, together with the right to use the same in such manner and at such locations as

Read

said grantee may deem proper, needful or necessary in the construction, reconstruction and maintenance of said highway.

IN WITNESS WHEREOF The City of San Diego has caused this instrument to be executed by its Mayor and City Clerk, pursuant to resolution authorizing such execution, this 7th day of November, 1947.

Signed, sealed and delivered in the presence of

THE CITY OF SAN DIEGO (SEAL)
By HARLEY E. KNOX

As subscribing witness.

Mayor
ATTEST: FRED W. SICK
City Clerk

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 7th day of November, A.D. Nineteen Hundred and Forty-Seven, before me Clark M. Foote, Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared HARLEY E. KNOX, known to me to be the Mayor, and FRED W. SICK, known to me to be the City Clerk of The City of San Diego, the municipal corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the municipal corporation within named, and acknowledged to me that such municipal corporation executed the same.

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

(SEAL)

CLARK M. FOOTE, JR.
Notary Public in and for the County of San Diego,
State of California

My Commission Expires March 17, 1951

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Easement for County Highway; being Document No. 379752.

FRED W. SICK
City Clerk of The City of San Diego, California

By F. T. Tatten Deputy

UNDERTAKING FOR STREET LIGHTING
University Avenue Lighting District No. 3

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE TRAVELERS INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SEVEN HUNDRED SEVENTEEN and no/100 DOLLARS (\$717.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 12th day of November, 1947.

WHEREAS, the above bounden SAN DIEGO GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to the provisions of the "Lighting District Ordinance of 1938", and amendments thereto, to do all work upon UNIVERSITY AVENUE, between the northeasterly line of Boundary Street and the west line of Euclid Avenue; 34TH STREET, between the westerly prolongation of the north line of University Avenue and the westerly prolongation of the south line of Lot 4, Block 192, City Heights; and 43RD STREET, between the south line of University Avenue and a line parallel to and distant 150.00 feet southerly from the south line of University Avenue, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof.

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

(SEAL)

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY
Principal
Vice President in Charge of Sales
THE TRAVELERS INDEMNITY COMPANY (SEAL)
By CHARLES L. JANECK,
Surety Attorney-in-Fact

ATTEST:
R. C. CAVELL
Secretary

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 12th day of November, 1947, before me personally came Charles L. Janeck to me known, who being by me duly sworn, did depose and say: that he is Attorney(s)-in-Fact of THE TRAVELERS INDEMNITY COMPANY, the Corporation described in and which executed the foregoing instrument; that he know(s) the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority granted to him in accordance with the By-Laws of the said Corporation, and that he signed his name thereto by like authority.

FRANCES S. BOWERS (SEAL)
Notary Public

My Commission Expires August 17, 1950

I hereby approve the form of the foregoing Undertaking this 21st day of November, 1947.

J. F. DuPAUL, 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. 87460 passed and adopted on the 4th day of November, 1947, require and fix the sum of \$717.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK
City Clerk of The City of San Diego, California.
By HELEN M. WILLIG, Deputy

CONTRACT FOR STREET LIGHTING.
University Avenue Lighting District No. 3

THIS AGREEMENT, made and entered into this 25th day of November, 1947, by and between SAN DIEGO 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 or along the following streets, in the City of San Diego, California, to-wit:

UNIVERSITY AVENUE, between the northeasterly line of Boundary Street and the west line of Euclid Avenue;

34TH STREET, between the westerly prolongation of the north line of University Avenue and the westerly prolongation of the south line of Lot 4, Block 192, City Heights; and 43RD STREET, between the south line of University Avenue and a line parallel to and distant 150.00 feet southerly from the south line of University Avenue.

Such furnishing of electric current shall be for a period of one year from and including August 3, 1947, to-wit: to and including August 5, 1948.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for University Avenue Lighting District No. 3", filed August 22, 1947 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Two Thousand Eight Hundred Sixty-seven and 40/100 Dollars (\$2867.40) 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."

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 Public Utilities 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 Gas & Electric Company, or by or through any action of the Public Utilities 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 Eight Hundred Sixty-seven and 40/100 Dollars (\$2867.40) 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 the provisions of the "Lighting District Ordinance of 1938", and amendments thereto, and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Two Thousand Eight Hundred Sixty-seven and 40/100 Dollars (\$2867.40).

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 "Lighting District Ordinance of 1938", and amendments thereto, 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.

ATTEST:
R. C. CAVELL
Secretary

(SEAL)

By

SAN DIEGO GAS & ELECTRIC COMPANY
A. E. HOLLOWAY
Vice President in Charge of Sales

THE CITY OF SAN DIEGO.

By HARLEY E. KNOX
G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
CHAS. C. DAIL
CHESTER L. DORMAN
VINCENT T. GODFREY
Members of the Council

(SEAL)

ATTEST:
FRED W. SICK
City Clerk
By HELEN M. WILLIG, Deputy

I hereby approve the form of the foregoing Contract, this 21st day of November, 1947.

J. F. DuPAUL, City Attorney
By J. H. MCKINNEY,
Deputy City Attorney

BOND NO. 126329

KNOW ALL MEN BY THESE PRESENTS, That GLADDING, McBEAN & CO., 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 held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIVE THOUSAND TWO HUNDRED NINETY-THREE and no/100 Dollars (\$5,293.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly

and severally, firmly by these presents.

Signed by us and dated this 18th day of November, 1947.

THE CONDITIONS OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

8,400 lin. ft. 15" extra strength vitrified clay sewer pipe
 5,100 " " 10" " " " " " "
 900 " " 8" " " " " " " "

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

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

ATTEST:

E. W. BURTON, Asst. Secy.

GLADDING, McBEAN & CO. (SEAL)
 By E. M. DAVIDS, Vice Pres.
 Principal
 PACIFIC INDEMNITY COMPANY, (SEAL)
 Surety
 By L. L. BURR, Jr.
 ATTORNEY-IN-FACT

STATE OF CALIFORNIA, ss.
 COUNTY OF LOS ANGELES

On this 18th day of November in the year one thousand nine hundred and 47 before me, ATALA M. CARTER a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared L. L. BURR, Jr. 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 L. L. BURR, Jr. 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) ATALA M. CARTER
 Notary Public in and for LOS ANGELES County,
 State of California.

My Commission Expires May 28, 1950

I hereby approve the form of the within Bond, this 21st day of November, 1947.

J. F. DuPAUL, City Attorney
 By J. H. MCKINNEY,
 Deputy City Attorney

I hereby approve the foregoing bond this _____ day of November, 1947.
 F. A. RHODES, 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 18th day of November, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and GLADDING, McBEAN & CO., a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

Extra strength vitrified clay sewer pipe, in the quantities and for the prices as follows:

8,400 lin. ft. 15" pipe	@ \$1.944 ft.	\$16,329.60
5,100 " " 10" "	@ \$.859 ft.	4,380.90
900 " " 8" "	@ \$.512 ft.	450.80
		<u>\$21,171.30</u>

Said prices do not include the California State Sales Tax.

Said contractor agrees to deliver said pipe at the rate of 500 tons per month, starting July 1, 1948.

If the manufacturer makes general increases to the trade in the price of the product, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by the bidder to the City, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances. Provided, however, that any increases to the City, allowed under above conditions, shall not exceed 10% of the price quoted to the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to The City of San Diego.

Said city, in consideration of the furnishing and delivery of said pipe by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said pipe by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of \$21,171.30, exclusive of the California State Sales Tax.

Said payment will be made in accordance with purchase order and delivery. All sewer pipe delivered during any one month shall be paid for by the 10th of the following month.

Said pipe shall be in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 377980.

"FEDERAL HINDRANCE" clause to be inserted in The City of San Diego's war time material, equipment and construction contracts:

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies were engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal

law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor the City, pursuant to resolution of the City Council, may--

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (30) (days); or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 87490 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By F. A. RHODES, City Manager
GLADDING, McBEAN & CO. (SEAL)
By E. M. DAVIDS, Vice Pres.
Contractor

ATTEST:

E. W. BURTON, Asst. Secy.

I hereby approve the form and legality of the foregoing contract this 21st day of November, 1947.

J. F. DuPAUL, 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 Gladding, McBean & Co. for furnishing vitrified clay sewer pipe; being Document No. 379892.

FRED W. SICK
City Clerk of The City of San Diego, California.

By F. T. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That PACIFIC CLAY PRODUCTS, a corporation, as Principal and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Maryland as Surety, are 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 SIX HUNDRED NINE and no/100 Dollars (\$18,609.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 24th day of November, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

16,100' - 21" extra strength vitrified clay pipe
4,400' - 15" " " " "
3,100' - 12" " " " "
4,800' - 10" " " " "

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

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

ATTEST:

CHARLES R. SCHEID

PACIFIC CLAY PRODUCTS
By W. WINTERSGILL, V. P., Principal
UNITED STATES FIDELITY AND GUARANTY
Surety COMPANY, (SEAL)
By FLOYD A. HELMAN
Its Attorney in Fact

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this 24th day of November in the year one thousand nine hundred and 47, before me IDA FUHRMEISTER a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared FLOYD A. HELMAN, 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 FLOYD A. HELMAN duly acknowledged to me that he subscribed the name of the UNITED STATES FIDELITY AND GUARANTY COMPANY thereto as Surety and his own name as Attorney-in-fact.

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

IDA FUHRMEISTER

(SEAL)
My Commission Expires April 26, 1950

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

I hereby approve the form of the within Bond, this 25th day of November, 1947.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY,
Deputy City Attorney

I hereby approve the foregoing bond this 25th day of November, 1947.

F. A. RHODES, 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 24th day of November, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and PACIFIC CLAY PRODUCTS, a corporation party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

Extra strength, vitrified clay pipe, in accordance with the specifications therefor filed in the office of the City Clerk of said City under Document No. 377980, in the quantities and for the prices as follows:

15,100 lin. ft. - 21" vitrified clay pipe	@\$3.623 per ft.	\$58,330.30
4,400 " " - 15" " "	@\$1.944 " "	8,553.60
3,100 " " - 12" " "	@\$1.105 " "	3,425.50
4,800 " " - 10" " "	@\$.859 " "	4,123.20
		<u>\$74,432.60</u>

Said prices do not include the California State Sales Tax.

Contractor agrees to start delivery on job on approximately July 1, 1948, delivered along the line of work where accessible by motor truck, and to complete said delivery at the rate of 700 tons per month.

If the manufacturer makes general increases to the trade in the price of the product, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the prices hereinabove mentioned, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances. Provided, however, that any increases to the City, allowed under above conditions, shall not exceed 10% of the price quoted to the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to The City of San Diego.

Said City, in consideration of the furnishing and delivery of said pipe by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said pipe by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of \$74,432.60, exclusive of the California State Sales Tax which will be paid by the City.

Said payment will be made in accordance with purchase order and delivery.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies were engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor the City, pursuant to resolution of the City Council, may--

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (30) (days); or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 87489 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.
By F. A. RHODES, City Manager
PACIFIC CLAY PRODUCTS
By W. WINTERSGILL, V. P.
Contractor

ATTEST:
CHARLES R. SCHEID

I hereby approve the form and legality of the foregoing contract this 25th day of November, 1947.

J. F. DuPAUL, 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 Pacific Clay Products for furnishing vitrified clay pipe; being Document No. 379945.

FRED W. SICK
City Clerk of The City of San Diego, California

By J. H. McKinney Deputy

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, Fred N. Schwarz ARE(IS) The Owner(s) of 1 and 2 and 3 ft. of 3 25 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 19th day of July, 1947, by Fred N. Schwarz that he will, for and in consideration of the permission granted to remove 30 feet of curbing on Marlborough St., 50 feet of curbing on El Cajon Blvd. adjacent to the above described property, bind Fred N. Schwarz to, and he hereby by these presents agree(s) 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.

Fred N. Schwarz 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.

FRED N. SCHWARZ
1346 Fifth Avenue

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

On this 11th day of July, A.D. Nineteen Hundred and Forty-seven, before me, Bessie L. Wallace a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Fred N. Schwarz 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) BESSIE L. WALLACE
Notary Public in and for the County of San Diego, State of California.
My Commission Expires Feb. 14, 1951

I HEREBY APPROVE the form and legality of the foregoing Agreement this 17th day of July, 1947.

J. F. DuPAUL, City Attorney,
By HARRY S. CLARK
Deputy City Attorney.

RECORDED JUL 24 1947 5 Min. Past 3 P.M. in Book 2450 at Page 291 of Official Records
San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY

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

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Fred N. Schwarz relative to driveways on El Cajon Blvd. and Marlborough Avenue; being Document No. 375580.

FRED W. SICK
City Clerk of The City of San Diego, California.

By J. H. McKinney Deputy

CITY OF SAN DIEGO

AGREEMENT

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, and

WHEREAS, Mrs. R. E. Hazard is the owner of Lot 8, Block 20, of Montemar Ridge Unit No. 1.

NOW, THEREFORE, This AGREEMENT, signed and executed this 23rd day of May, by Mrs. R. E. Hazard, I(We) will, for and in consideration of the permission granted to remove 30 feet of curbing on Cadiz between Rosecrans and St. Charles 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, 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. R. E. HAZARD
By R. E. HAZARD
Her Attorney-in-Fact
2548 Kettner Blvd.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 23 day of May, A.D. Nineteen Hundred and 47 before me Fred W. Strong Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Roscoe E. Hazard known to me to be the person described in and whose name subscribed to the within instrument, and acknowledged to me that

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

My Commission Expires Oct. 29, 1949

I hereby approve the form of the foregoing agreement this _____ day of May, 1947.

J. F. DuPAUL, City Attorney

By _____
Deputy City Attorney

RECORDED JUL 24 1947 5 Min. Past 3 P.M. in Book 2450 at Page 298 of Official Records,
San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY

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

A. WILHOIT

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. R. E. Hazard; being Document No. 375685.

FRED W. SICK

City Clerk of The City of San Diego, California

By F. W. Sick Deputy

CITY OF SAN DIEGO

AGREEMENT

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, and

WHEREAS, Jerry D. Anderson & Leon F. Barfoot are the owners of Lot 17-21, Block 257, of Haydens.

NOW, THEREFORE, This AGREEMENT, signed and executed this 16th day of June, by Jerry D. Anderson & Leon F. Barfoot we will, for and in consideration of the permission granted to remove 24 feet of curbing on Division between Main Street and Dalbergia 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.

And 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 agreement herein named.

JERRY D. ANDERSON
LEON F. BARFOOT
3770 Main Street

INDIVIDUAL ACKNOWLEDGMENT

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

On this 17th day of June, A.D. Nineteen Hundred and 47 before me Gertrude W. Leavitt, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Jerry D. Anderson and Leon F. Barfoot, known to me to be the persons described

in and whose names are suscribed 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 National City, County of San Diego, State of California, the day and year in this certificate first above written.

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

My Commission Expires September 11, 1949

RECORDED JUL 24 1947 5 Min. Past 3 P.M. in Book 2450 at Page 302 of Official Records,
San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY
A. WILHOIT
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 Jerry D. Anderson et al; being Document No. 375587.

FRED W. SICK
City Clerk of The City of San Diego, California

By F. Tatten Deputy

CITY OF SAN DIEGO

AGREEMENT

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, and

WHEREAS, A. H. Beals is the owner of Lot Eleven, Block 20, of West End according to Map No. 590.

NOW, THEREFORE, This AGREEMENT, signed and executed this 24th day of June, By A. H. Beals that I will, for and in consideration of the permission granted to remove 13-1/2 feet of curbing on 30th between Lot 11 Block 20 West End and the lot (south) 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.

And 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 agreement herein named.

A. H. BEALS
3535 - 30th St.

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

On this 17th day of June, A.D. Nineteen Hundred and Forty Seven before me R. E. Hunt, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared A. H. Beals 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) R. E. HUNT
Notary Public in and for the County of San Diego,
State of California

My Commission Expires February 11, 1950

RECORDED JUL 24 1947 5 Min. Past 3 P.M. in Book 2450 at Page 293 of Official Records,
San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY
A. WILHOIT
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. H. Beale; being Document No. 375588.

FRED W. SICK
City Clerk of The City of San Diego, California

By F. Tatten Deputy

A G R E E M E N T

Regarding construction of Apartment on 2nd floor of existing building adjacent to lot line.
Regarding use of _____

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } ss.
CITY OF SAN DIEGO }

Helmer Eden and Ida E. Eden, after being first duly sworn, each for himself deposes and says:

That we are the owners of the hereinafter described real property:
Lot the East 38.31 ft. of Lot 1, East 75 ft. of Lot 2 and all Block 52
Subdivision Middletown Addition of Lot 11, located at Hawthorn and Kettner Blvd.

THAT we desire to construct an apartment on second floor of existing building adjacent to lot line.

THAT we, in consideration of approval granted by the City of San Diego to construct an apartment on second floor of existing building adjacent to lot line, do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the above-described property (portions of Lots 1 and 2 and all of Lot 11, Block 52, Middletown Addition) will be retained in the same ownership and will not be sold separately as long as the living quarters proposed to be build on Lot 11 exist as living quarters.

THAT this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

HELMER EDEN
2056 Kettner Blvd.

IDA E. EDEN
2056 Kettner Blvd.

On this 21st day of July, A.D. Nineteen Hundred and Forty-Seven, before me, Louis B. Schipper A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Helmer Eden and Ida E. Eden 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 the City of San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

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

My Commission Expires May 14, 1950

RECORDED JUL 24 1947 5 Min. Past 3 P.M. in Book 2460 at Page 293 of Official Records, San Diego Co., Cal.

Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY

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

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Helmer Eden et ux relative to apartment construction at Hawthorn Street and Kettner Boulevard; being Document No. 375774.

FRED W. SICK
City Clerk of The City of San Diego, California.

By F. W. Sick Deputy

EASEMENT FOR COUNTY HIGHWAY
ROAD SURVEY NO. 549

KNOW ALL MEN BY THESE PRESENTS: THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, Grantor, owner of the hereinafter described lands, for and in consideration of One dollar (\$1.00) to it in hand paid by the County of San Diego, State of California, or on its behalf, the receipt whereof is hereby acknowledged, and the benefits to accrue to it, by reason of the location and establishment by the County of San Diego, State of California, of a public highway upon, over and across said lands, does hereby signify its approval of and consent to the location, establishment and construction of such highway thereon and does, by these presents hereby grant, convey and dedicate to the County of San Diego, State of California, grantee, the right of way and incidents thereto for such public highway upon, over and across the said lands, hereinafter described, lying and being in the County of San Diego, State of California, and particularly described as follows, to-wit:

A portion of Lot 9 in Block 52 of Grantville and OutLots, according to the map thereof No. 489 filed in the office of the Recorder of said San Diego County, together with a portion of Heintzelman Avenue lying north of adjoining said Lot 9, vacated and closed to public use by an order of the Board of Supervisors on January 5, 1910, a copy of said order being recorded in Book 28, page 326 of Supervisors' Records, as conveyed to the City of San Diego as an easement and right of way for a pipe line by Agreement recorded in Book 1255 Page 153 of Deeds records of said County.

Said highway right of way hereby granted, conveyed and dedicated is more particularly described as follows;

That portion of said property so conveyed by said agreement lying within a strip of land 100 feet wide, 50 feet on each side of the following described center line: Beginning at a point in the southerly line of said Block 52 distant thereon N. 89°27'55" E. 314.82 feet from the southwest corner of said block, said point being on the arc of a curve concave northwesterly, the radius of which bears N. 28°42'45" W. 1500 feet from said point; thence northeasterly along said curve through a central angle of 5°26'49" a distance of 142.61 feet; thence tangent to said curve N.55°50'25" E. 126.90 feet to the beginning of a curve to the right having a radius of 1500 feet; thence along said curve through a central angle of 21°39'35" a distance of 567.05 feet; thence N. 77°30'E. 1300.48 feet to the beginning of a tangent curve to the right having a radius of 4000 feet; thence easterly along said curve through a central angle of 3°50', 267.52 feet to a point in the easterly line of said Grantville and OutLots, distant thereon N.0°34'W. 580.59 feet from the southeast corner of said Block 52.

All according to plat on file in the office of the Surveyor of said County entitled "Road Survey No. 549".

The City of San Diego hereby expressly reserves the right to enter upon, over and under the highway to be constructed and maintained thereon for the purposes of repairing, removing, relocating and maintaining its present existing pipe line and for all purposes in connection therewith. Provided, however, that notice of any work on the right of way shall be given to the Road Department of the County of San Diego as soon as reasonably possible by the City of San Diego and proper warning lights and signs to warn the public during the performance of such work by the City of San Diego shall be maintained by it; and in the event it shall be necessary to disturb the pavement or oil surface of the highway the City of San Diego shall at its own expense restore the surface of the highway to the condition in which it was at the time such repairs or alterations were begun.

The County of San Diego hereby agrees that if, during the construction of said road, it is necessary for the City of San Diego to change the location of, or lower, or both, its existing pipe line located in said easement recorded in Book 1255, Page 153 of Deeds and crossing said above described right of way for Road Survey #549, then said City of San Diego shall be reimbursed for the expense of said alterations from the funds set up for the construction of said highway.

Said right of way herein described consists of _____ acre more or less.

For the consideration named herein we hereby grant to the County of San Diego the privilege and right to extend drainage structures and excavation and embankment slopes beyond the limits of the herein described right of way where required for the construction and maintenance of said County Highway.

And _____, the said grantor, does hereby waive all claim for compensation for any and all damages on account of the location, establishment and construction of said highway; and does hereby grant to the County of San Diego, State of California, all trees, growths (growing or that may hereafter grow) and roadbuilding materials within said right of way, together with the right to use the same in such manner and at such locations as said grantee may deem proper, needful or necessary in the construction, reconstruction and maintenance of said highway.

IN WITNESS WHEREOF The City of San Diego has caused this instrument to be executed by its Mayor and City Clerk, pursuant to resolution of the City Council authorizing such execution, this 22nd day of July, 1947.

Signed, sealed and delivered in the presence of _____

As subscribing witness.

THE CITY OF SAN DIEGO (SEAL)
By HARLEY E. KNOX
Mayor of said City.

ATTEST:
FRED W. SICK
City Clerk of said City. (SEAL)

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

On this 22nd day of July, 1947, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Harley E. Knox, known to me to be the Mayor, and Fred W. Sick, known to me to be the City Clerk, of The City of San Diego, the municipal corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the municipal corporation therein named, and acknowledged to me that such municipal corporation executed the same.

WITNESS my hand and Official Seal.

AUGUST M. WADSTROM

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 Easement for County Highway; being Document No. 375795.

FRED W. SICK

City Clerk of The City of San Diego, California

By J. Patten Deputy

CITY OF SAN DIEGO

AGREEMENT

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, and

WHEREAS Kenneth A. Glazebrook, is the owner of Lot 9, Block 39, of La Jolla Hermosa Unit #2.

NOW, THEREFORE, This AGREEMENT, signed and executed this 8 day of July, by Kenneth A. Glazebrook, I(We) I will, for and in consideration of the permission granted to remove 20 feet of curbing on Bellevue between La Canada and Mira Monte 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 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, 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.

KENNETH A. GLAZEBROOK
5565 La Jolla Blvd.

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

INDIVIDUAL ACKNOWLEDGMENT

On this eighth day of July, A.D. Nineteen Hundred and Forty-seven before me Bernice Mayer, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Kenneth A. Glazebrook 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, Calif., County of San Diego, State of California, the day and year in this certificate first above written.

BERNICE MAYER

(SEAL)

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

Commission Expires Sept. 29, 1950

I hereby approve the form of the foregoing agreement this 4th day of September, 1947.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK,

Deputy City Attorney

RECORDED SEP 12 1947
San Diego Co., Cal.

Min. Past 12 P.M. in Book 2501 at Page 74 of Official Records,

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

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

N. S. JOY

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 Kenneth A. Glazebrook; being Document No. 377329.

FRED W. SICK

City Clerk of The City of San Diego, California

By J. Tatten Deputy

CITY OF SAN DIEGO

AGREEMENT

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, and

WHEREAS, P. E. May is the owner of Lot 1-2-3-4-5, Block 14, of Reed & Hubbells.

NOW, THEREFORE, This AGREEMENT, signed and executed this 20th day of Aug., 1947, by P. E. May, I(We) I will, for and in consideration of the permission granted to remove 15 feet of curbing on So. 28th between Newton and Boston 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, my heirs and assigns, and that any sale of the property herein mentioned and described shall be made subject to the condition and agreement herein named.

P. E. MAY
1112 So. 28th

INDIVIDUAL ACKNOWLEDGMENT

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

On this 21st day of August, A.D. Nineteen Hundred and forty-seven before me Harry McKinley, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared P. E. May 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.

HARRY MCKINLEY

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

My Commission Expires April 3, 1950

I hereby approve the form of the foregoing agreement this 28th day of August, 1947.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED SEP 12 1947 Min. Past 12 P.M. in Book 2501 at Page 75 of Official Records, San Diego Co., Cal.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

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

N. S. JOY

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 P. E. May; being Document No. 377423.

FRED W. SICK

City Clerk of The City of San Diego, California.

By J. Tatten Deputy

CITY OF SAN DIEGO

AGREEMENT

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, and

WHEREAS, NEYENESCH PRINTERS, INCORPORATED is the owner of Lot 1 and 2, Block 2, of Culverwells.

NOW, THEREFORE, This AGREEMENT, signed and executed this 5th day of August, by NEYENESCH PRINTERS, INCORPORATED, I(We) we will, for and in consideration of the permission granted to remove 15' feet of curbing on Eighteenth Street between Broadway and "E" 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.

And further agree that this agreement shall be binding on NEYENESCH PRINTERS, INC., our 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.

NEYENESCH PRINTERS, INC.

By ROBERT A. NEYENESCH, President

ATTEST: JAMES M. NEYENESCH, Secretary

INDIVIDUAL ACKNOWLEDGMENT

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

On this 11th day of August, A.D. Nineteen Hundred and Forty-seven before me Sybil I. Newman, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Robert H. Neyenesch known to me to be the person described in and whose name _____ subscribed to the within instrument, and acknowledged to me that _____ 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.

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

CORPORATION ACKNOWLEDGMENT

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

On this day 11th, A.D. Nineteen Hundred and Forty-seven before me Sybil I. Newman, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Robert H. Neynesch and James M. Neynesch, known to me to be the president and secretary of the corporation that executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

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

SYBIL I. NEWMAN

OFFICIAL
SEAL

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

My Commission Expires Feb. 25, 1948

I hereby approve the form of the foregoing agreement this 28th day of August, 1947.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED SEP 12 1947 Min. Past 12 P.M. in Book 2501 at Page 79 of Official Records,
San Diego Co., Cal.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

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

N. S. JOY

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 NEYENESCH PRINTERS, INC.; being Document No. 377425.

FRED W. SICK

City Clerk of The City of San Diego, California

By F. Tatten Deputy

CITY OF SAN DIEGO

AGREEMENT

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, and

WHEREAS, SUSAN W. JORDAN is the owner of Lots 21, 22, 23, 24, Block 2, of City Heights Annex No. 1, City of San Diego, California.

NOW, THEREFORE, This AGREEMENT, signed and executed this 8th day of September, 1947, by Susan W. Jordan that She will, for and in consideration of the permission granted to remove 50' feet of curbing on 44th Street between University Avenue and Polk Avenue and 50' feet of curbing on University Avenue between 44th Street and Highland Avenue adjacent to the above described property, bind Susan W. Jordan 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 Susan W. Jordan 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.

And further agrees 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 agreement herein named.

SUSAN W. JORDAN

824 Birchwood Drive

Los Angeles 24, California

STATE OF CALIFORNIA,)
County of Los Angeles) ss.

On this 9th day of September, A.D., 1947, before me, M. Van De Walle a Notary Public in and for said County and State, personally appeared Susan W. Jordan, known to me, (or proved to me on the oath of _____), to be the person 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 the day and year in this certificate first above written.

M. VAN De WALLE

(SEAL)

Notary Public in and for said County and State

My Commission Expires Oct. 20, 1950

I hereby approve the form of the foregoing agreement this 11th day of September, 1947.

J. F. DUPAUL, City Attorney

By HARRY S. CLARK,

Deputy City Attorney

RECORDED SEP 18 1947 55 Min. Past 11 A.M. in Book 2473 at Page 355 of Official Records,
San Diego Co., Cal.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

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

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 Susan W. Jordan; being Document No. 377481.

FRED W. SICK

City Clerk of The City of San Diego, California

By F. Tatten Deputy

SATISFACTION OF CONTRACT

WHEREAS, all sums agreed to be paid by that certain contract made and entered into by and between Nobuo Kawamoto Owner, and The City of San Diego, dated May 28, 1947, recorded in the office of the Recorder of San Diego County, California, on June 12, 1947, in Book 2408, Page 425, of Official Records, have been paid.

THE CITY OF SAN DIEGO

By NEAL D. SMITH
Assistant City Manager

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

On this 17th day of Sept. A.D. Nineteen Hundred and Forty-Seven before me Clark M. Foote Jr., a Notary Public in and for said county, residing therein, duly commissioned and sworn, personally appeared Neal D. Smith 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.

(SEAL)

CLARK M. FOOTE JR.
Notary Public in and for the County of San Diego,
State of California

My Commission Expires March 17, 1951

RECORDED SEP 25 1947 5 Min. Past 9 A.M. in Book 2505 at Page 203 of Official Records,
San Diego Co., Cal.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

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

A. T. HOAR

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 Satisfaction of Contract from City of San Diego to Nobuo Kawamoto; being Document No. 377591.

FRED W. SICK

City Clerk of The City of San Diego, California.

By F. Tatten Deputy

SATISFACTION OF CONTRACT

WHEREAS, all sums agreed to be paid by that certain contract made and entered into by and between Robert R. Scott Owner, and The City of San Diego, dated January 14, 1947, recorded in the office of the Recorder of San Diego County, California, on January 23, 1947, in Book 2325, Page 394, of Official Records, have been paid.

THE CITY OF SAN DIEGO

By NEAL D. SMITH
Assistant City Manager

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

On this 17th day of Sept. A.D. Nineteen Hundred and Forty-Seven before me Clark M. Foote Jr. a Notary Public in and for said county, residing therein, duly commissioned and sworn, personally appeared Neal D. Smith 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.

(SEAL)

CLARK M. FOOTE JR.
Notary Public in and for the County of San Diego,
State of California.

My Commission Expires March 17, 1951

RECORDED SEP 25 1947 5 Min. Past 9 A.M. in Book 2505 at Page 212 of Official Records,
San Diego Co., Cal.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

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

A. T. HOAR

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 SATISFACTION OF CONTRACT from City of San Diego to Robert R. Scott; being Document No. 377592.

FRED W. SICK

City Clerk of The City of San Diego, California

By F. Tatten Deputy

SATISFACTION OF CONTRACT

WHEREAS, all sums agreed to be paid by that certain contract made and entered into by and between Mrs. Leona Stiles Owner, and The City of San Diego, dated November 15, 1946, recorded in the office of the Recorder of San Diego County, California, on November 22, 1946, in Book 2287, Page 175, of Official Records, have been paid.

THE CITY OF SAN DIEGO

By NEAL D. SMITH
Assistant City Manager

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

On this 17th day of Sept. A.D. Nineteen Hundred and Forty-Seven before me Clark M. Foote Jr., a Notary Public in and for said county, residing therein, duly commissioned and sworn, personally appeared Neal D. Smith 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.

(SEAL)

CLARK M. FOOTE JR.
Notary Public in and for the County of San Diego,
State of California

My Commission Expires March 17, 1951
RECORDED SEP 26 1947 5 Min. Past 9 A.M. in Book 2505 at Page 194 of Official Records,
San Diego Co, Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
A. T. HOAR

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

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of SATISFACTION OF CONTRACT from City of San Diego to Mrs. Leona Stiles; being Document No. 377594.

FRED W. SICK
City Clerk of The City of San Diego, California

By F. W. Sick Deputy

A G R E E M E N T

Regarding construction of _____
Regarding use of _____

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

Mark M. Saunders and Katherine Saunders, after being first duly sworn, each for himself deposes and says:

That we are the owners of the hereinafter described real property:

Lot F- Block 108 - Subdivision Mission Beach, located at _____

THAT we desire to assist in complying with the City Zoning requirements by providing a distance of 20 ft. between dwellings across an alley.

THAT we, in consideration of approval granted by the City of San Diego to Stephen C. Saunders to erect a duplex with a 12 ft. rear yard for the first floor and an 8 ft. rear yard for the second floor, 728 Jamaica Court, on Lot P, Block 108, Mission Beach, by Council Resolution No. 86630, dated July 29, 1947, do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that we will not construct or place any structure closer than four (4) ft. to the rear property line on said lot F, Block 108, Mission Beach, as long as said proposed improvements exist on Lot P, Block 108, Mission Beach.

THAT this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

MARK M. SAUNDERS
4453 - 41st Street.

KATHERINE SAUNDERS

On this 20th day of Sept. A.D. Nineteen Hundred and forty seven, before me, August M. Wadstrom a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mark M. Saunders and Katherine Saunders 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.

(SEAL)

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

RECORDED SEP 26 1947 5 Min. Past 9 A.M. in Book 2505 at Page 193 of Official Records,
San Diego Co., Cal.
Recorded at Request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
A. T. HOAR

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

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Mark M. Saunders et ux relative to Duplex at 728 Jamaica Court; being Document No. 377612.

FRED W. SICK
City Clerk of The City of San Diego, California

By F. W. Sick Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OR PROPERTY: LOT 36, 37, & 38

BLOCK 75 SUBDIVISION Pacific Beach

NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Beryl
 WATER MAIN HAS BEEN INSTALLED BETWEEN Cass AND Dawes
 TOTAL AMOUNT TO BE PAID -----Fifty-six and 25/100-----DOLLARS. (\$56.25)
 NO. OF EQUAL INSTALLMENTS \$ 11.25 Cash and Nine Installments AMOUNT OF EACH INSTALLMENT \$5.00

Pursuant to provisions of Ordinance No. 3053 (New Series) and Ordinance No. 3173 (New Series) of the Ordinances of The City of San Diego, California, providing for the installation of permanent water mains in City Streets and Alleys and the method of payment of such installations. The undersigned owners of the above described property for and in consideration of the City of San Diego's installation of a permanent water main as designated herein, hereby agree to pay to The City of San Diego, California, the amount specified above in equal monthly installments in accordance with the schedule of payments on the reverse side hereof, and the undersigned further agrees that any sale of the property herein mentioned and described shall terminate this agreement and any unpaid balance shall become due and payable immediately. First installment due and payable on execution of this agreement.

CITY OF SAN DIEGO
 By NEAL D. SMITH
 Assistant City Manager

CATHERINE M. PAGE
 1015 Beryl
 August 8, 1947

APPROVED AS TO FORM:

J. F. DuPAUL,
 City Attorney

By J. H. MCKINNEY,
 Deputy City Attorney

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

On this 8th day of August, A.D. Nineteen Hundred and 47 before me August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Catherine M. Page 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)

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

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
8/8/47	\$11.25	8/8/47	21
9/8/47	5.00		
10/8/47	5.00		
11/8/47	5.00		
12/8/47	5.00		
1/8/48	5.00		
2/8/48	5.00		
3/8/48	5.00		
4/8/48	5.00		
5/8/48	5.00		

RECORDED SEP 26 1947 5 Min. Past 9 A.M. in Book 2505 at Page 258 of Official Records, San Diego Co., Cal.
 Recorded at Request of Grantee.

ROGER N. HOWE, County Recorder
 By Deputy H. I. ERB

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

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 Payment for installation of Water Main Agreement from Catherine M. Page; being Document No. 377537.

FRED W. SICK
 City Clerk of The City of San Diego, California

By F. Watten Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT S 115' of N 355' of W 381.97' Lot 37
 BLOCK _____ SUBDIVISION La Mesa Colony

NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED 59th Street
 WATER MAIN HAS BEEN INSTALLED BETWEEN Saranac St. AND Mandalay St.
 TOTAL AMOUNT TO BE PAID One Hundred and Fifteen DOLLARS. (\$115.00)
 NO. OF EQUAL INSTALLMENTS. Eleven @ AMOUNT OF EACH \$10.00
 One @ INSTALLMENT 5.00

Pursuant to provisions of Ordinance No. 3053 (New Series) and Ordinance No. 3173 (New Series) of the Ordinances of The City of San Diego, California, providing for the installation of permanent water mains in City Streets and Alleys and the method of payment of such installations. The undersigned owners of the above described property for and in consideration of the City of San Diego's installation of a permanent water main as designated herein, hereby agree to pay to The City of San Diego, California, the amount specified above in equal monthly installments in accordance with the schedule of payments on the reverse side hereof, and the undersigned further agrees that any sale of the property herein mentioned and described shall terminate this agreement and any unpaid balance shall become due and payable immediately. First installment due and payable on execution of this agreement.

CITY OF SAN DIEGO
 By NEAL D. SMITH, Assistant City Manager

MRS. O. J. ROED

APPROVED AS TO FORM:
J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney

4423 F Street
(5180 - 59th)

July 10, 1947

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

On this 11th day of August, A.D. Nineteen Hundred and 47 before me August M. Wadstrom, A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mrs. O. J. Roed 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 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.

AUGUST M. WADSTROM

(SEAL)

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

My Commission Expires Aug. 5, 1949

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
7/10/47	\$10.00	8/7/47	#16
8/10/47	10.00	8/7/47	#16
9/10/47	10.00	9/5/47	111
10/10/47	10.00		
11/10/47	10.00		
12/10/47	10.00		
1/10/48	10.00		
2/10/48	10.00		
3/10/48	10.00		
4/10/48	10.00		
5/10/48	10.00		
6/10/48	5.00		

RECORDED SEP 26 1947 5 Min. Past 9 A.M. in Book 2505 at Page 261 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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

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 Payment for Installation of Water Main Agreement from Mrs. O. J. Roed; being Document No. 377638.

FRED W. SICK

City Clerk of The City of San Diego, California

By J. Tatten Deputy

BOND

BOND NO. B-9186

A CO-PARTNERSHIP,

KNOW ALL MEN BY THESE PRESENTS: That we, L. C. ANDERSON COMPANY, Consisting of , Lawrence C. Anderson, Esther C. Anderson, Carl A. Brorson & Mabelle A. Brorson, as principal, and PACIFIC EMPLOYERS INSURANCE COMPANY, a corporation, organized and existing under the laws of the State of California, and licensed to do business in the State of California as sole surety, as surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, County of San Diego, State of California, a municipal corporation, in the penal sum of THIRTY THOUSAND AND NO/100-----Dollars (\$30,000.00), to be paid to said The City of San Diego, for which payment well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 11th day of SEPTEMBER, 1947, and executed and to be performed in said City of San Diego.

THE CONDITION OF THIS OBLIGATION is such that if the above bounden L. C. ANDERSON, A CO-PARTNERSHIP shall well and truly keep and faithfully perform the covenants, conditions and agreements contained in a certain contract about to be made between said L. C. ANDERSON, A CO-PARTNERSHIP and The City of San Diego, and which said contract is contained in Document No. 378170, on file in the office of the City Clerk of said City, on its part to be kept and performed, in the manner and form therein specified, and shall furnish materials in compliance with the specifications and perform all that certain work and improvement in said City, which is more particularly described in said contract, reference is hereby made for further particulars, then the above obligation to become void, otherwise to remain in full force and effect.

This bond is executed in accordance with the provisions of Ordinance No. 1025 (New Series) of the ordinances of The City of San Diego, adopted November 24, 1936, as amended.

IN WITNESS WHEREOF, the said principal and surety have 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.

L. C. ANDERSON COMPANY, A CO-PARTNERSHIP
By LAWRENCE C. ANDERSON
By ESTHER C. ANDERSON
By CARL A. BRORSON
By MABELLE A. BRORSON
Partners, Principal

PACIFIC EMPLOYERS INSURANCE COMPANY
By RALPH E. SMITH (SEAL)
(Ralph E. Smith) Surety
Attorney-in-Fact

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 11th day of September, 1947, before me Marie Clayton, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared Ralph

F.

Smith known to me to be the person whose name is subscribed to the foregoing instrument as the Attorney-in-Fact of the PACIFIC EMPLOYERS INSURANCE COMPANY, and acknowledged to me that he subscribed the name of PACIFIC EMPLOYERS INSURANCE COMPANY thereto as Principal and his own name as Attorney-in-Fact.

MARIE CLAYTON

(SEAL)

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

My Commission Expires 2/21/48

I HEREBY APPROVE the form of the foregoing bond this 22nd day of September, 1947.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

The within and foregoing Bond is to my satisfaction, and I HEREBY APPROVE the same this 26th day of Sept., 1947.

F. A. RHODES, City Manager

A G R E E M E N T

THIS AGREEMENT, Made and entered into this 11th day of SEPTEMBER, 1947, by and between L. C. ANDERSON COMPANY, A CO-PARTNERSHIP, Consisting of Lawrence C. Anderson, Esther C. Anderson, Carl A. Brorson and Mabelle A. Brorson, party of the first part, and THE CITY OF SAN DIEGO, party of the second part, WITNESSETH:

THAT WHEREAS, the said party of the first part is about to file a final map of Lamont Terrace, Pacific Beach, San Diego, California, for acceptance by the City Council of said City, and certain required improvements have not yet been made, installed and completed, and it is necessary that said party of the first part shall enter into a contract with said City to make, install and complete said required improvements, as provided for in Ordinance No. 1025 (New Series), adopted November 24, 1936, as amended, and Resolution No. 85400, adopted March 11th, 1947.

NOW THEREFORE, THESE PRESENTS WITNESS:

That the said party of the first part, for and in consideration of the acceptance of the final map of Lamont Terrace, Pacific Beach, San Diego, California by the City Council of The City of San Diego, promises and agrees with the party of the second part that they will do and perform or cause to be done and performed in a good and workmanlike manner, under the direction and to the satisfaction of the City Engineer of said party of the second part, all of the work and improvements required to be done on Academy, Beryl, Chalcedony, Lamont and Law Streets, within the limits and as particularly shown in that certain document numbered 377126, filed in the office of the City Clerk of said City on August 28th, 1947; and will furnish the necessary materials for the execution and completion thereof, which materials shall comply with the specifications, both general and special, hereinafter referred to.

All of the said work hereinbefore referred to shall be constructed in the manner, at the locations, within the limits, of the materials, and of the dimensions as shown upon and in accordance with the plans, profiles, drawings, typical cross-sections and specifications therefor contained in said Document No. 377126, on file in the office of the City Clerk of said City, copy of which is on file in the office of the City Engineer of said City, approved and adopted by the Council of said City as the plans, profiles, drawings, typical cross-sections and specifications to be followed in making said improvements; and by reference thereto all said plans, profiles, drawings, typical cross-sections and specifications contained in said Document No. 377126, are incorporated herein and made a part hereof.

It is mutually agreed and understood by the parties to this agreement that in no case will The City of San Diego, or any department, board or officer thereof, be liable for any portion of the expense of the work aforesaid, nor shall any officer, or his sureties or bondsmen, be liable or holden for the payment of any sum or sums for the above mentioned work, nor for any materials furnished therefor.

The party of the first part further agrees that in the performance of the work contemplated by this contract, they will conform to and abide by all of the provisions of the Charter and Ordinances of The City of San Diego.

It is hereby expressly understood and agreed that all of the work and improvements required to be done by this contract shall be completed on or before April 1st, 1948.

IN WITNESS WHEREOF, said party of the first part has caused this instrument to be executed by its Partners thereunto duly authorized, and THE CITY OF SAN DIEGO, Party of the second part, has caused this instrument to be executed by its City Manager, acting under and pursuant to Resolution No. 87114 of the Council, authorizing such execution, the day and year in this agreement first above written.

L. C. ANDERSON COMPANY

A Co-Partnership

Party of the First Part;

By LAWRENCE C. ANDERSON
By ESTHER C. ANDERSON
By CARL A. BRORSON
By MABELLE A. BRORSON
Partners, Principal

THE CITY OF SAN DIEGO

Party of the Second Part,

By F. A. RHODES, City Manager

I HEREBY APPROVE the form of the foregoing Agreement this 22nd day of September, 1947.

J. F. DuPAUL, 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 Agreement - L. C. Anderson Co. for improvements in Lamont Terrace Subdivision; being Document No. 378170.

FRED W. SICK

City Clerk of The City of San Diego, California.

By J. T. Tatten Deputy

A G R E E M E N T

THIS AGREEMENT, Made and entered into this 27th day of September, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation, party of the first part, hereinafter sometimes designated as the "City" or "Lessor", and MCKINNON PUBLICATIONS, INC. dba SAN DIEGO JOURNAL, a California corporation, with its principal place of business at San Diego, County of San Diego, State of California, party of the second part, hereinafter designated as the "Lessee", WITNESSETH:

That whereas, the party of the second part is desirous of leasing the STADIUM in Balboa Park from The City of San Diego, for a period of one day from 10 o'clock A. M. to 10 o'clock P. M., on October 12, 1947, for the purpose of holding a model airplane championship meet; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

1. In consideration of the matters and things hereinafter set forth, The City of San Diego does hereby lease and let to the San Diego Journal, and the San Diego Journal, does hereby take and accept from The City of San Diego, the premises and improvement hereinabove mentioned and located in Balboa Park, and belonging to the City, for the time and purpose hereinabove mentioned. The Lessee agrees to pay the City for the use of the Stadium, the sum of One Hundred Dollars (\$100.00), plus Twenty-one and 50/100 Dollars (\$21.50) for lights.
 2. The Lessee agrees to provide police protection and to secure its own employees while using said building at its own expense.
 3. Nothing in this agreement shall be construed as making the Lessee an agent or employee of The City of San Diego, for any purpose, nor as creating between the City and the Lessee, a relation of partnership or joint adventure.
 4. The Lessee agrees to operate in such a manner as to conform with all federal, state and municipal laws, ordinances and rules, and said lessee agrees for itself, its agents and employees to hold the City free from any and all liability or obligations arising out of the operation of said premises or the carelessness, negligence or improper conduct of said lessee, his agent or employees and said lessee agrees to reimburse the City, its officers and agents for all expenses, costs and judgments arising from a breach of these conditions.
 5. It is understood and agreed that any food or drink concession which may be had in connection with this lease shall be retained by the City or a city concessionaire.
 6. The lessee waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the electrical apparatus or wires of said building or premises, or by reason of any loss or impairment of light or current which may occur from time to time from any cause or for any loss or damage sustained by the lessee resulting from war, fire, water, storm, civil commotion or riots, and the lessee waives all rights, claims and demands and forever releases and discharges the said City and its officers and agents from any of said causes.
 7. The lessee waives any and all claims for compensation for any and all loss or damage sustained by reason of any interference by any public agency or official in the operation of said premises.
 8. The lessee agrees to refer all disputes to the City Manager of The City of San Diego and agrees to abide by his decision and at the request of the City Manager and without the making of specific charges, agrees to discharge any employee who is unsatisfactory to said City.
 9. The lessee shall not sublet or sublease or assign any right or interest held by him under the terms of this lease without the written approval of the City Manager.
 10. The lessee agrees at his own cost to secure and file with The City of San Diego, an indemnity and public liability insurance policy written by a company authorized to do business in the State of California and satisfactory to the City Manager of The City of San Diego; said bond to be kept in force throughout the period of this agreement and in the event that any such bond or insurance policy is cancelled or that the Company which has written the same shall cease to be financially responsible to the satisfaction of the City Manager of The City of San Diego, then upon notice by the City to said lessee another policy of insurance similar in amount and written by a company satisfactory to the City Manager shall forthwith be substituted for the other policy. Said policy of insurance shall be a public liability policy in an amount of not less than \$50,000.00, with The City of San Diego named as an additional assured.
- It is also understood and agreed that if lessee shall have employees, that it shall secure policies of workmen's compensation insurance covering all such employees.
11. In consideration of the rental agreed to be paid by the lessee, the City agrees to furnish the Stadium.

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be executed by its City Manager, acting under and pursuant to a resolution of the City Council authorizing such execution, and SAN DIEGO JOURNAL, as Lessee, has hereunto subscribed its name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,

Lessor,

(SEAL) By F. A. RHODES, City Manager
MCKINNON PUBLICATIONS, INC.
dba (SAN DIEGO JOURNAL) Lessee,
By HARRY A. SITES,
Secretary-Treasurer
By LISLE F. SHOEMAKER
Director, Public Events
Daily Journal

I HEREBY APPROVE the form of the foregoing Agreement this 30th day of Sept., 1947.

J. F. DuPAUL, City Attorney,
By LOUIS M. KARP
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement - McKinnon Publications Inc. dba San Diego Journal for holding model airplane meet in Balboa Stadium; being Document No. 378171.

FRED W. SICK
City Clerk of The City of San Diego, California

By J. T. Tatten Deputy

MODIFICATION OF LEASE

THIS AGREEMENT Made and entered into this 9th day of Oct., 1947, by and between THE

CITY OF SAN DIEGO, party of the first part and CALVIN H. BURNS, W. P. SPANGLER, HOWARD S. WILLIAMS and ROBERT W. DAILY, co-partners, doing business under the firm name and style of Fishermen's and Farmers' Cold Storage Company of San Diego, California, party of the second part; WITNESSETH:

THAT WHEREAS, the party of the first part and the party of the second part entered into a lease on the 15th day of June, 1947, the same being Document No. 375025, filed in the Office of The City Clerk on July 3, 1947; and

WHEREAS, the lessee in said lease has been able to secure only about one-half of the quantity of Freon gas necessary to carry on the business; and

WHEREAS, lessee has requested a reduction in rent from Three Hundred Dollars (\$300.00) per month as set forth in paragraph 2 of said lease, to One Hundred Fifty Dollars (\$150.00) per month from the first day of August, 1947 to the 31st day of December, 1947; and

WHEREAS, the Purchasing Department and The City Manager after investigating the matter feel that lessee's request should be granted; NOW, THEREFORE,

IN CONSIDERATION of the premises as herein stated, it is mutually covenanted and agreed that said lease aforesaid, being Document No. 375025, be modified and changed so that the lessee shall pay to the lessor the sum of One Hundred Fifty Dollars (\$150.00) per month instead of Three Hundred Dollars (\$300.00) per month as stated in said lease, from the first day of August, 1947 to and including the 31st day of December, 1947.

With the exception of the reduction of rent for the period hereinabove set forth, it is understood and agreed that said lease agreement dated the 15th day of June, 1947, being Document No. 375025 shall continue and remain in full force and effect between lessor and lessee mentioned in said lease, and the modification set forth herein shall come to and be at an end on the 31st day of December, 1947.

IN WITNESS WHEREOF, The City of San Diego, party of the first part, as lessor, has caused this Modification of Lease Agreement to be executed by its City Manager, acting under and pursuant to Ordinance No. 3483 (New Series), adopted Aug. 5, 1947, authorizing such modification of lease to be executed; and the parties of the second part, hereto, Calvin H. Burns, W. P. Spangler, Howard S. Williams and Robert W. Daily, co-partners, doing business under the firm name and style of Fishermen's and Farmers' Cold Storage Company, have subscribed their names, on the day and year first hereinabove written.

THE CITY OF SAN DIEGO,

Party of the First Part;

By F. A. RHODES, City Manager

C. H. BURNS

W. P. SPANGLE

HOWARD S. WILLIAMS

ROBERT W. DAILY

Co-partners,

Doing business under the firm name

and style of Fishermen's and

Farmers' Cold Storage Company,

Party of the second part.

I HEREBY APPROVE the form of the foregoing Modification of Lease agreement this 9th day of October, 1947.

J. F. DuPAUL, 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 Modification of Lease with Fishermen's & Farmers' Cold Storage Co.; being Document No. 378606.

FRED W. SICK

City Clerk of The City of San Diego, California

By J. H. McKinney Deputy

BOND NO. B-9223

KNOW ALL MEN BY THESE PRESENTS, That J. PHILLIP BARTLETT, an individual doing business under the firm name and style of FARM MACHINE CO., as Principal and PACIFIC EMPLOYERS INSURANCE COMPANY a corporation organized and existing under and by virtue of the laws of the State of CALIFORNIA as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIVE HUNDRED THIRTY-seven and no/100 Dollars (\$537.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 30th day of September, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

1 - wheel type tractor with attachments

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

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

J. PHILLIP BARTLETT

an individual dba FARM MACHINE CO.

COMPANY

PACIFIC EMPLOYERS INSURANCE/ (SEAL)

Surety

By J. E. HEDQUIST

(J. E. Hedquist) Attorney-in-Fact

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 30th day of September, 1947, before me Margaret M. Brandt, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared J. E. Hedquist known to me to be the person whose name is subscribed to the foregoing instrument as the Attorney-in-Fact of the PACIFIC EMPLOYERS INSURANCE COMPANY, and acknowledged to me that he subscribed the name of PACIFIC EMPLOYERS INSURANCE COMPANY thereto as

Principal and his own name as Attorney-in-Fact.

(SEAL)

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

I hereby approve the form of the within Bond, this 3rd day of October, 1947.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I hereby approve the foregoing bond this 5th day of Oct., 1947.

F. A. RHODES, 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 30th day of September, 1947, by and between THE CITY OF SAN DIEGO, a municipal 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. PHILLIP BARTLETT, an individual doing business under the firm name and style of FARM MACHINE CO., party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

1-wheel type tractor with attachments, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 375203.

Said contractor hereby agrees to furnish and deliver the equipment above described at and for the following price, to-wit: \$2,147.95. Said price includes the California State Sales Tax.

Said contractor agrees to deliver said equipment within approximately 15 to 30 days after receipt of purchase order.

If the manufacturer makes general increases to the trade in the price of the product, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by the contractor to the City, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances, and allowing cancellation to be effected by the City if it elects so to do; provided, however, that any increases to the City, allowed under above conditions, shall not exceed 10% of the prices quoted to the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to The City of San Diego.

Said City, in consideration of the furnishing and delivery of said equipment by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said equipment by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Two Thousand One Hundred Forty-seven and 95/100 Dollars (\$2,147.95), inclusive of the California State Sales Tax.

Said payment will be made in accordance with purchase order and delivery.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, and growing out of the war in which the United States and its allies were engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor the City, pursuant to resolution of the City Council, may--

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (30) (days); or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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

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

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

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. 86993 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 F. A. RHODES, City Manager
J. PHILLIP BARTLETT
an individual dba FARM MACHINE CO.

I hereby approve the form and legality of the foregoing contract this 3rd day of October, 1947.

J. F. DuPAUL, 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 - Farm Machine Co. furnish tractor and attachments; being Document No. 378507.

FRED W. SICK
City Clerk of The City of San Diego, California

By J. H. McKINNEY Deputy

BOND # 135024

KNOW ALL MEN BY THESE PRESENTS, That GEO. H. WERFELMAN CO., a co-partnership, as Principal and PACIFIC INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of California as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO THOUSAND FIFTY-FOUR and no/100 Dollars (\$2,054.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 22nd day of September, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

1- Model M. Werko Sewer Cleaning Machine

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

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

EXECUTED IN TRIPPLICATE
ORIGINAL

GEO. H. WERFELMAN CO.
By GEO. H. WERFELMAN
Partner, Principal
PACIFIC INDEMNITY COMPANY, (SEAL)
Surety
By L. L. BURR, JR.
Attorney-in-Fact

STATE OF CALIFORNIA, ss.
County of LOS ANGELES

On this 22nd day of September in the year one thousand and nine hundred and 47 before me, ATALA M. CARTER a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared L. L. BURR, JR. 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 L. L. BURR, JR. 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) ATALA M. CARTER
Notary Public in and for LOS ANGELES County, State of
California.

My Commission Expires May 23, 1950

I hereby approve the form of the within Bond, this 9th day of October, 1947.

J. F. DuPAUL, City Attorney.
By J. H. McKINNEY,
Deputy City Attorney

I hereby approve the foregoing bond this 9th day of October, 1947.

F. A. RHODES, 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 22nd day of September, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and GEO. H. WERFELMAN CO., a co-partnership, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

1- Model M Werko Sewer Cleaning Machine, with reel capacity of 1000 feet of #0 oil tempered steel wire, completely installed and ready for operation on suitable truck to be furnished by the City and delivered to contractor's plant at 1050 N. Lillian Way, Hollywood, California; all in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 375200.

Contractor will deliver said equipment within 50 days from receipt of purchase order; provided, however, that City delivers said suitable truck to contractor's plant within 30 days prior to said complete delivery date.

Said contractor hereby agrees to furnish and deliver said equipment above described at

and for the sum of \$8,212.50, exclusive of the California State Sales Tax which will be paid by the City. Said price includes the furnishing and installation of all material and equipment necessary for the proper functioning of the machine, including all control levers, power take-off shaft, manhole guides and braces, clutches, countershaft, productometer, tachometer, two tool boxes mounted below body platform, sign and manhole guard rack, guide roller equipped feed tube, operator seat, sheet metal carriage housing - 1 - 4" - 6" - 8" screw type heads with couplings - 1 extra coil of #0 oil tempered steel wire and 12 extra finger springs - all neatly painted to match truck painting, complete course of instruction to operator, and guarantee of 180 days against defect in material and workmanship.

Said City, in consideration of the furnishing and delivery of said equipment by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said equipment by said City, will pay said contractor, in warrants drawn upon the proper fund of said City the sum of \$8,212.50, exclusive of the California State Sales Tax.

Payment for said equipment will be made in accordance with purchase order and delivery. Terms 1%, 10 days; net, 30 days.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies were engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor the City, pursuant to resolution of the City Council, may--

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (30) (days-months); or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 86948 of the Council authorizing such execution, and the contractor has caused this instrument to be executed the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.

By F. A. RHODES, City Manager

GEO. H. WERFELMAN CO.

By GEO. H. WERFELMAN

Owner, Contractor

ATTEST:

CECIL L. CARTER

Notary Public in and for the State of Washington, Residing at Friday Harboe (SEAL)

I hereby approve the form and legality of the foregoing contract this 9th day of October, 1947.

J. F. DuPAUL, 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 - George H. Werfelman Co. furnish Sewer Cleaning Machine; being Document No. 378608.

FRED W. SICK

City Clerk of The City of San Diego, California

By J. H. McKinney Deputy

BOND NO. 4943713

KNOW ALL MEN BY THESE PRESENTS, That UNION TITLE INSURANCE & TRUST CO., a corporation, as trustee of the Estate of C. A. GRAY, deceased, as Principal and LONDON & LANCASHIRE INDEMNITY COMPANY OF AMERICA a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR THOUSAND ONE HUNDRED FORTY-ONE and no/100 Dollars (\$4,141.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which,

well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 30th day of September, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with THE CITY OF SAN DIEGO, to furnish and deliver to said City:

- 1 - 2-1/2 ton Dodge truck chassis and cab; and
- 5 - 1-1/2 ton chassis and cabs equipped with 2 yard dump bodies.

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

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

ATTEST:

LLOYD BALDRIDGE
Ass't Secretary

UNION TITLE INSURANCE & TRUST CO., (SEAL)
as trustee of the Estate of
C. A. GRAY, deceased,
By JOHN G. MCGREGOR, Principal
Vice-President
LONDON & LANCASHIRE INDEMNITY COMPANY
of America Surety (SEAL)
By THEODORE M. FINTZELBERG
Attorney-in-Fact

STATE OF CALIFORNIA COUNTY OF SAN DIEGO ss.

On this 30th day of September, 1947, personally appeared before me THEODORE M. FINTZELBERG the Attorney-in-Fact of the LONDON & LANCASHIRE INDEMNITY COMPANY OF AMERICA, with whom I am personally acquainted, who being by me duly sworn, stated, that he resides in the City of San Diego, in the State of California: that he is Attorney-in-Fact of the LONDON & LANCASHIRE INDEMNITY COMPANY OF AMERICA, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said Company; that he signed his name thereto as Attorney-in-fact under like authority, and that said authority has not been revoked nor rescinded.

BESSIE L. WALLACE
Notary Public San Diego Co, California

(SEAL)

NOTARY AFFIDAVIT.

My Commission Expires Feb. 14, 1951

I hereby approve the form of the within Bond, this 10 day of October, 1947.

J. F. DuPAUL, City Attorney.
By J. H. MCKINNEY,
Deputy City Attorney

I hereby approve the foregoing bond this 10th day of October, 1947.

F. A. RHODES, 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 30th day of September, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and UNION TITLE INSURANCE & TRUST CO., a corporation, as trustee of the Estate of C. A. GRAY, deceased, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

- 1- Dodge WH-48 15,000# 2-1/2 ton G.V.W. chassis and cab; and 1-1/2 ton
- 5- " WF-31 13,500# G.V.W./chassis and cabs, equipped with Gar Wood 2 yd. water level body model C 12 and Gar Wood D 7 under body hoist,

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 375203.

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

1-Dodge 2-1/2 ton chassis and cab	@ \$2301.98	\$ 2,301.98
5- " 1-1/2 ton " " "	@ \$2375.55 ea	\$14,259.30
with 5 - 2 yard dump trucks		

Said prices do not include the California State Sales Tax, which will be paid by the City.

Said contractor agrees to deliver said equipment approximately 45 days after receipt of purchase order, subject to delays beyond contractor's control.

If the manufacturer makes general increases to the trade in the price of the product, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by the contractor to the City, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances, and allowing cancellation to be effected by the City if it elects so to do; provided, however, that any increases to the City, allowed under above conditions shall not exceed 10% of the prices quoted to the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to The City of San Diego.

Said City, in consideration of the furnishing and delivery of said equipment by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said equipment by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Sixteen Thousand Five Hundred Sixty-one and 28/100 Dollars (\$16,561.28) exclusive of the California State Sales Tax. Said payment will be made in accordance with purchase order and delivery.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise from, connected with, or growing out of the war in which the United States and its allies were engaged, and which are entirely beyond the control of

either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor the City, pursuant to resolution of the City Council, may--

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (30) (days); or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 376203 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.
 By F. A. RHODES, City Manager
 UNION TITLE INSURANCE & TRUST CO., (SEAL)
 as trustee of the ESTATE OF C. A.
 GRAY, Deceased,
 By JOHN G. MCGREGOR, Vice-Pres.
 Contractor

ATTEST:
 LLOYD BALDRIDGE
 Ass't Secretary.

I hereby approve the form and legality of the foregoing contract this 10 day of October, 1947.

J. F. DuPAUL, 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 - Estate of C. A. Gray - furnish Automotive Equipment; being Document No. 378609.

FRED W. SICK
 City Clerk of The City of San Diego, California.

By J. J. [Signature] Deputy

A G R E E M E N T

PROJECT: Reconstruction and
 Enlargement - - -
 Sewage Treatment Plant,
 San Diego, California.

PROPOSAL: for furnishing
 Cast Iron Pipe,
 and/or Valves.

THIS AGREEMENT, made the 27th day of September, 1947, by and between the City of San Diego, San Diego County, California, herein called the "City", and BUILDERS-PACIFIC, INC., a corporation herein called the "Contractor",

WITNESSETH: That the City and the contractor for the consideration stated herein agree as follows:

ARTICLE I: SCOPE OF WORK. The contractor shall perform, within the time stipulated, the contract as herein defined of which this agreement is a component part and everything required to be performed; and shall provide and furnish any and all of the labor, materials, tools, expendable equipment and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work covered by the contract in connection with the City's project as identified above, all in strict conformity with the plans and specifications, including any and all addenda issued by the City, and the other contract documents hereinafter enumerated.

It is agreed that said labor, materials, tools, equipment and services shall be furnished and the contract performed and completed under the direction and supervision and subject to the approval of the City or its authorized representative.

ARTICLE II: CONTRACT PRICE. The City shall pay the contractor as full consideration for the faithful performance of this contract, subject to any additions or deductions as

Provided in the contract documents, the contract price as computed in the proposal, a copy of which is attached hereto and made a part hereof, and at the time and in the manner set forth in the specifications attached hereto.

Payments are to be made to the contractor in accordance with and subject to the provisions of the contract.

ARTICLE III: PRICE ADJUSTMENT CLAUSE FOR CAST IRON PIPE. Bidder shall state the pig iron price per ton on which the prices stated in his proposal are based. In the event pig iron prices are increased or decreased prior to date of shipment, the contract price of the pipe offered in his proposal is to be adjusted for such increase or decrease in pig iron cost at the rate of \$2.00 (or proportionate fraction thereof) per ton of 2000 lbs. on the calculated weight of the pipe as listed in the above mentioned specifications, for each one dollar (or fraction thereof) per ton increase or decrease in the price of pig iron.

The extent of the increase or decrease in pig iron prices shall be determined by the price on "Southern No. 2 Birmingham" pig iron in the "Comparison of Prices" appearing in the magazine "Steel" published by the Penton Publishing Company, Cleveland, Ohio.

Bidder shall in addition state charges per net ton for rail and water shipment, including total through freight, insurance and inspection charges for the various sizes of pipe. Bidder shall also show rates for shipment via all rail.

Any increase or decrease in the above mentioned through freight charges prior to date of shipment shall be for the account of the City of San Diego.

The total price shall not be increased nor decreased under the foregoing price adjustment clause by more than fifteen per cent of the original bid price, exclusive of freight charges.

ARTICLE IV: PRICE ADJUSTMENT CLAUSE FOR VALVES. If the manufacturer makes general increases to the trade in the price of the product, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by the bidder to the City, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances; provided, however, that any increases to the City, allowed under above conditions shall not exceed fifteen per cent of the price quoted to the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to the City of San Diego, such decrease, if any, not to exceed fifteen per cent of price quoted.

ARTICLE V: COMPONENT PARTS OF THE CONTRACT. The contract entered into by the acceptance of the contractor's bid and the signing of this agreement consists of the following documents, all of which are component parts of said contract and as fully a part thereof as if herein set out in full, and, if not attached, as if hereto attached:

- | | |
|-------------------------------|----------------------------|
| 1. This agreement | 4. Information for bidders |
| 2. Addenda No. __, __, __, __ | 5. Advertisement for bids |
| 3. Specifications | 6. Bid |

In the event of any conflict or inconsistency between any of the foregoing documents, the conflict or inconsistency shall be resolved upon the basis of the numerical order of the documents, with the document or documents assigned the lower number or numbers being controlling over any document having a higher number in the numerical order set forth above.

IN WITNESS WHEREOF, two (2) identical counterparts of this agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by the contractor hereinabove named, and by the City of San Diego by its City Manager, as authorized by Resolution No. 86943 of its Council, adopted on the 2nd day of September, 1947.

CITY OF SAN DIEGO City
By F. A. RHODES, City Manager
BUILDERS-PACIFIC, INC. (SEAL)
Contractor
By M. CHAMBERLAIN (ATTEST)
Pres.
By McINTYRE FARUS

I HEREBY APPROVE the form and legality of the foregoing Agreement this 3rd day of October, 1947.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY,
Deputy City Attorney

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that BUILDERS-PACIFIC, INC., 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 held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR THOUSAND TWO HUNDRED NINETY-EIGHT and no/100 Dollars (\$4,298.00), lawful money of the United States of America, to be paid to said City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 27th day of September, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said Principal has entered into the annexed contract with The City of San Diego, to furnish and deliver certain cast iron valves in accordance with the plans and specifications, referred to in said contract, and for the contract price herein set forth.

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

ATTEST:

McINTYRE FARUS
Secy.

BUILDERS-PACIFIC, INC. (SEAL)
M. CHAMBERLAIN, Pres.
Principal
UNITED STATES GUARANTEE COMPANY (SEAL)
By W. F. MERKLE
Attorney-in-Fact
And FRANCES COX
Attorney-in-Fact

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) SS.

On this 27th day of September, in the year nineteen hundred and forty-seven, A.D., before me, Adelaide Arnot, a Notary Public in and for the said County of Alameda, State of California, residing therein, duly commissioned and sworn, personally appeared W. F. Merkle

and Frances Cox known to me to be the Attorney 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 county the day and year in this certificate first above written.

(SEAL) ADELAIDE ARNOT
Notary Public in and for the County of Alameda, State of California

My Commission Expires 2-3-48

I hereby approve the form of the within bond, this 3rd day of October, 1947.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY, Deputy City Attorney

I hereby approve the foregoing bond this 5th day of Oct., 1947.

F. A. RHODES,
City Manager

GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that BUILDERS-PACIFIC, INC., 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 held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR THOUSAND TWO HUNDRED NINETY-EIGHT and no/100 Dollars (\$4,298.00) (not less than 25% of the contract price), lawful money of the United States of America, for the payment of which, well and truly to be made, we, and each of us, do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal has entered into the annexed contract to furnish and deliver to the City of San Diego certain cast iron pipe and/or valves, all as more particularly specified in said contract; and whereas, said Principal does hereby guarantee that the materials and workmanship used in the manufacture of the material and equipment specified in said contract shall conform in all respects to the requirements of the specifications attached to said contract, and shall be satisfactory to the City Engineer of said City of San Diego in all respects for the services for which said materials and equipment are to be installed, for a period of one year after installation.

THE CONDITION OF THIS BOND IS SUCH, That if each and all of said materials and equipment furnished by the Principal under the same contract does conform to the requirements of said specifications in all respects and is satisfactory to the City Engineer of said City of San Diego; or if the Principal, upon demand by the City of San Diego, shall promptly replace, at his own expense, any and all of said materials and/or equipment which, upon testing, shall develop any defects, or which shall be found not to conform in all respects to the requirements of said specifications, or which shall not operate to the satisfaction of the City Engineer, for said period of one year after installation, then this obligation shall become void; otherwise, to remain in full force and effect.

IN WITNESS WHEREOF, we have executed this agreement, this 27th day of September, 1947.

BUILDERS-PACIFIC, INC. (SEAL)
Principal

ATTEST:
McINTYRE FARUS, Sec'y

By M. CHAMBERLAIN, Pres.
UNITED STATES GUARANTEE COMPANY (SEAL)
By W. F. MERKLE
Attorney-in-Fact
By FRANCES COX
Attorney-in-Fact

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) SS.

On this 27th day of September, in the year nineteen hundred and forty-seven, A.D., before me, Adelaide Arnot, a Notary Public in and for the said County of Alameda, State of California, residing therein, duly commissioned and sworn, personally appeared W. F. Merkle and Frances Cox, 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 County the day and year in this certificate first above written.

(SEAL) ADELAIDE ARNOT
Notary Public in and for the County of Alameda, State of California

My Commission Expires 2-3-48

I hereby approve the form of the foregoing bond, this 3rd day of October, 1947.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY, Deputy City Attorney

I hereby approve the foregoing bond, this 5th day of Oct., 1947.

F. A. RHODES, City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement- Pacific Builders Inc. furn. C/I Pipe & Valves for Sewage Treatment Plant Enlargement; being Document No. 378511.

FRED W. SICK
City Clerk of The City of San Diego, California

By F. W. SICK Deputy

LEASE

THIS AGREEMENT, made and entered into this 9th day of Oct., 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the "City", and MRS. C. R. BODDY, hereinafter called the "Lessee", WITNESSETH:

That the City, 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, does by these presents lease, demise and let unto the said lessee the following described property, situate in the City of San Diego, County of San Diego,

State of California, to-wit:

Those portions of Lots 120 and 121 of La Mesa Colony, according to the Map thereof No. 346 filed in the office of the Recorder of San Diego County, described as follows:

Beginning at a point on the south line of that portion of said Lot 120 conveyed to W. H. Warren and wife by deed recorded in Book 1196, page 497 of Official Records of said San Diego County, from which point the southwesterly corner of said Warren's land bears South 89° 11' 15" West (Record South 88° 40' West) 47.79 feet; thence South 52° 38' East, a distance of 468.88 feet to an intersection with the westerly line of that portion of said Lot 121 conveyed to Frank A. Ramsdell and wife, recorded in Book 1115, page 197 of Deeds of said San Diego County, said point of intersection being the true point of beginning; thence north-easterly along the westerly line of said Ramsdell land to the northwesterly corner thereof (said point being on the southwesterly line of Baltimore Drive); thence northwesterly along the southwesterly line of Baltimore Drive to an intersection with the southeasterly corner of said Warren property; thence South 89° 11' 15" West along the southerly line of said Warren's land to the southwest corner thereof; thence South 22° 46' 30" West (Record South 22° 20' West) as shown on Licensed Surveyor's Map No. 394, filed in the County Recorder's Office a distance of 62.62 feet; thence South 52° 38' East 200 feet; thence North 27° 22' East 15 feet; thence South 52° 38' East to an intersection with the westerly line of that portion of said Lot 121 conveyed to Ramsdell; thence northeasterly along said westerly line of said Ramsdell land to the true point of beginning.

For a term of two (2) years, beginning on the 1st day of October, 1947, and ending on the 30th day of September, 1949, at the following rentals: Sixty Dollars (\$60.00) per year payable in advance at the office of the Lessor annually during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for residential purposes only, and for no other purpose or purposes, said lessee being the owner of the dwelling located on said premises.

Second. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of Ordinance No. 3184 (New Series) and amendments thereto.

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, the said lessee shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving ninety (90) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.

Tenth. 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.

Eleventh. It is understood and agreed that the Lessee will pay all real estate taxes levied upon or assessed against said property, including any and all taxes levied upon said property by reason of the improvements placed thereon by said Lessee.

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. 87182 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 F. A. RHODES, City Manager
MRS. C. R. BODDY, Lessee

I HEREBY APPROVE the form and legality of the foregoing Agreement this 15th day of October, 1947.

J. F. DuPAUL, City Attorney,
By B. L. COMPARET
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease Agreement with Mrs. C. R. Boddy for portion Lots 120 & 121 La Mesa Colony; being Document No. 378633.

FRED W. SICK
City Clerk of The City of San Diego, California.

By J. F. DuPaul Deputy

L E A S E

THIS AGREEMENT, made and entered into this 15th day of Oct., 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, and FLOYD D. MANKINS, hereinafter designated as the Lessee, WITNESSETH:

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

Lot 2 of Block 352, Old San Diego, according to Map thereof made by James Pascoe in the year 1870, a copy of which map is filed as Miscellaneous Map No. 40 in the office of the County Recorder of said County of San Diego.

For a term of five (5) years, beginning on the 1st day of October, 1947, and ending on the 30th day of September, 1952, at the following rentals, to-wit:

For the first year of said five-year period, the sum of \$25.00 per month;

For the second year of said five-year period, the sum of \$35.00 per month;

For the third, fourth and fifth years of said five-year period, the sum of \$50.00 per month; payable in advance at the office of the Lessor monthly during said term.

In addition to the rentals hereinabove provided to be paid by said lessee to the City, the lessee shall pay a sum equal to one cent (1¢) per gallon upon all gasoline sold on said premises in excess of 200,000 gallons per year. In this connection the Lessee hereby covenants and agrees that he will at all times during the life of this lease keep true, accurate and complete records of all sales of gasoline made by him on the leased premises, and that not later than the fifteenth of October of each year during the life of this lease, commencing with October 15, 1948, lessee will render a statement to the City showing the exact number of gallons of gasoline sold by him during the preceding year, together with the amount payable to the City, if any, as hereinabove provided, and will accompany the same with a remittance of any amount, if any, so shown to be due; provided, however, that the City shall, through its duly authorized agents or representatives, have the right at any and all reasonable times to examine and audit said records for the purpose of determining the accuracy thereof and of the yearly statements of gasoline sales hereinabove required to be made.

In consideration of the covenants herein contained the parties hereto agree as follows:

(1) That the demised premises shall be used only for the purpose of erecting, constructing, conducting and maintaining thereon a service station, for the servicing and repair of automobiles, the sale of automobile parts and accessories, gasoline and oil, tires, batteries, and other goods, wares and merchandise ordinarily handled by or in connection with service stations; 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) All buildings erected and to be erected upon the lands included in this lease shall be in accordance with all valid City ordinances and regulations having application thereto.

(3) All buildings, structures and improvements placed by Lessee on said premises, and all equipment installed on said premises by the Lessee shall remain the property of the Lessee, and upon the termination of this lease said buildings, improvements, structures and equipment shall be removed from said premises by said lessee, or otherwise disposed of within a reasonable time after termination hereof; subject, however, to any constitutional, statutory or contract lien which the City may have for unpaid rents or charges.

(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 leased premises hereinabove described.

(5) That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Council of said City.

(6) 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.

(7) That the Lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

(8) That the said Lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

(9) Said lessee agrees that on the last day of said term, or other sooner termination of this lease, the said lessee shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

(10) It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty (60) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said Lessee.

(11) It is further agreed by and between the parties hereto that in case of the violation by the Lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the Lessee and for his account.

(12) 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, the City Manager of The City of San Diego has hereunto subscribed his name as and for the act of said City, under and pursuant to Resolution No. 87181 of the Council of said City authorizing such execution, and the Lessee has hereunto subscribed his name the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
Lessor,

By F. A. RHODES, City Manager
FLOYD D. MANKINS,

Lessee.

I HEREBY APPROVE the form and legality of the foregoing Agreement this 15th day of October, 1947.

By J. F. DuPAUL, City Attorney,
B. L. COMPARET,
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease Agreement with Floyd D. Mankins Lot 2 Blk. 352 Old San Diego; being Document No. 378713.

FRED W. SICK
City Clerk of The City of San Diego, California.

By F. A. Rhodes Deputy

KNOW ALL MEN BY THESE PRESENTS, That JOHN HANSEN, as Principal and SAINT PAUL-MERCURY INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Delaware as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO THOUSAND TWO HUNDRED TWENTY-FIVE Dollars (\$2,225.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 13th day of October, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

10,000 cu. yds. dirt for the construction of dirt roadways, parking areas and blankets on and over the new hydraulic fills adjacent to Ingraham Street in the Mission Bay Project, in the City of San Diego, California, in accordance with the plans and specifications, referred to in said contract, and for the contract price therein set forth.

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

JOHN HANSEN
SAINT PAUL-MERCURY INDEMNITY COMPANY
Surety (SEAL)

ATTEST:

H. GLASGOW

By M. SHANNON
M. Shannon, Attorney in Fact

Acknowledgement of Attorney-in-Fact.

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

On this 13th day of October 1947, before me, a Notary Public, within and for the said County and State, personally appeared M. SHANNON, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of and for the SAINT PAUL-MERCURY INDEMNITY COMPANY, Saint Paul, Minnesota, a corporation created, organized and existing under and by virtue of the laws of the State of Delaware, and acknowledged to me that he subscribed the name of the Saint Paul-Mercury Indemnity Company thereto as Surety, and his own name as Attorney-in-Fact.

MARSTON BURNHAM
Notary Public

(SEAL)

My Commission Expires April 28, 1950

I hereby approve the form of the within Bond, this 16th day of October, 1947.

J. F. DuPAUL, City Attorney
By B. L. COMPARET,
Deputy City Attorney

I hereby approve the foregoing bond this 16th day of Oct., 1947.

F. A. RHODES, City Manager

KNOW ALL MEN BY THESE PRESENTS, That JOHN HANSEN, as Principal and SAINT PAUL-MERCURY INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Delaware as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR THOUSAND FOUR HUNDRED FIFTY Dollars (\$4,450.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 13th day of October, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the loading, hauling, dumping, and spreading of approximately 10,000 cubic yards of dirt for the construction of dirt roadways, parking areas and blankets on and over the new hydraulic fills adjacent to Ingraham Street in the Mission Bay Project, in the City of San Diego, California, in accordance with the drawings and specifications therefor on file in the office of the City Clerk of said City under Document No. 377365; and

WHEREAS, the aforesaid penal sum of FOUR THOUSAND FOUR HUNDRED FIFTY and no/100 Dollars (\$4,450.00) being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on, or furnish materials, to be used in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his heirs, executors, administrators and 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 Chapter 3 of Division 5 of Title I of the Government Code of the State of California, 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 said Chapter 3, Division 5, Title I of the Government Code provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of Civil Procedure of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the said principal and surety have executed this instrument, the day and year first hereinabove written.

ATTEST:
H. GLASGOW

JOHN HANSEN
SAINT PAUL-MERCURY INDEMNITY COMPANY
Surety (SEAL)
By M. SHANNON
Attorney in Fact

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

Acknowledgement of Attorney-in-Fact

personally
appeared
M Shannon
known to
me to be
the

On this 13th day of October, 1947, before me, a Notary Public, within and for the said County and State, person whose name is subscribed to the within instrument as the Attorney-in-Fact of and for the SAINT PAUL-MERCURY INDEMNITY COMPANY, Saint Paul, Minnesota, a corporation created, organized and existing under and by virtue of the laws of the State of Delaware, and acknowledged to me that he subscribed the name of the SAINT PAUL-MERCURY INDEMNITY COMPANY thereto as Surety, and his own name as Attorney-in-Fact.

MARSTON BURNHAM
Notary Public

(SEAL)

My Commission Expires April 20, 1950

I hereby approve the form of the foregoing bond this 15th day of October, 1947.

J. F. DuPAUL, City Attorney
By B. L. COMPARET,
Deputy City Attorney

I hereby approve the foregoing bond this 15th day of Oct., 1947.

F. A. RHODES, City Manager

FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, California, this 13th day of October, 1947, by and between the City of San Diego, a municipal corporation in the County of San Diego, State of California, by the Council, hereinafter sometimes designated as the City, and JOHN HANSEN, hereinafter sometimes designated as the Contractor, WITNESSETH:

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the City and the payments at the unit prices stated in the Bid Schedule attached hereto, and by this reference made a part hereof, to be paid to the Contractor by the City, in manner and form as hereinafter in attached specifications provided, the Contractor hereby covenants and agrees to and with the City to furnish all materials, labor, tools, equipment, transportation and other expenses necessary or incidental to the construction of roadways, parking areas and blankets on and over the new hydraulic fills adjacent to Ingraham Street in the Mission Bay Project in the City of San Diego, California, all as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of said City on the 8th day of September, 1947, marked Document No. 377365, that true copies of said plans and specifications, together with true copies of Notice to Contractors, Instructions to Bidders and Proposal are hereto attached, and by reference thereto incorporated herein and made a part hereof.

ARTICLE II. In consideration of the completion of the work by the Contractor herein undertaken, according to the terms of this contract, and the faithful performance of all obligations and covenants by the Contractor herein undertaken and agreed upon, the Contractor shall be paid at the unit prices stated in the Bid Schedule and as in the specifications attached hereto.

ARTICLE III. The Contractor hereby agrees that he will be bound by each and every part of the plans and specifications, and do and cause to be done all of said work and improvement as specified in the specifications and as shown upon the plans as the same may be interpreted by the City Planning Department of said City, subject to approval by the City Manager and by the Council, evidenced by Resolution.

ARTICLE IV. 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 results from infringement of patent right 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.

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 employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases 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, workmen or mechanic employed in the execution of this contract 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 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 Section 197 of the Charter of The City of San Diego, and that the said contractor shall forfeit as a penalty to the City \$10.00 for each alien knowingly employed upon any of the work provided in this contract to be done by the contractor, or by any sub-contractor, contrary to the provisions of said Charter, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

ARTICLE V. The Contractor further agrees that in the performance of the work contemplated by this contract, he will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the Contractor, or any subcontractor, in the performance of the work contemplated by this contract; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00)

for each laborer, workman or mechanic employed, for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the Contractor, or by any subcontractor:

CLASSIFICATION	RATE PER DIEM	
	8-Hour Day	
Truck Drivers, 5 yds. or more.....	\$	11.50
Shovel Operators, 1-1/2 cubic yard.....		15.80
Bulldozer Operators.....		15.20
Laborers.....		10.80

OVERTIME

Legal Holidays, Saturdays and Sundays, and other overtime when permitted by law to be paid for at a rate not less than time and one-half.

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, under and pursuant to a resolution of the City Council authorizing such execution and the Contractor has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By F. A. RHODES, City Manager
JOHN HANSEN
Contractor

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

I hereby approve the form and legality of the foregoing contract this 15th day of October, 1947.

J. F. DuPAUL, City Attorney
By B. L. COMPARET,
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of IMPROVEMENT OF MISSION BAY; being Document No. 378715.

FRED W. SICK
City Clerk of The City of San Diego, California

By F. Tatten Deputy

(SEAL) STATE OF CALIFORNIA DEPARTMENT OF PUBLIC WORKS DIVISIONS OF HIGHWAYS No. A112,106 ENCROACHMENT PERMIT

To City of San Diego Civic Center San Diego, California Attn: F. A. Rhodes, City Mgr. San Diego, California Oct. 15, 1947

In compliance with your request of Oct. 17, 1947 and subject to all the terms, conditions and restrictions written below or printed as general or special provisions on any part of this form

PERMISSION IS HEREBY GRANTED TO install an 8" diameter cast iron pipe water line in the westerly side of State Highway Road XI-SD-77 Freeway from Station 5+75 "L.V. line" (near the San Diego easterly city limits) northerly to about Station 17 SD-77-A in a location 10' inside the right of way except that the pipe shall be not less than 3' from the highway pavement and not less than 1' from bottom of highway gutter, all as shown on drawing titled "Utility Layout at North City Limit".

Depth of the pipe shall be such as to provide not less than 30" cover (from finished highway grade) at all points within the right of way.

The Permittee shall check the line and grade of the pipe with the State's Resident Engineer before installation.

The installation shall be coordinated with the highway construction and shall be completed before the highway finished surfaces are built, so as to avoid delay to the highway contractor and disturbing of finished work.

Specifications for backfill are attached.

All work, backfill, warning and safety devices shall be satisfactory to State Highway Res. Engr. L.H. Williams of Linda Vista.

The City of San Diego is exempt from bond, but in accepting this permit agrees to properly safeguard traffic.

Adequate barricades, flagmen, and lights shall be used to protect the public until the work is completed and the surface entirely

This permit is to be strictly construed and no work other than that specifically mentioned above is authorized hereby (see next page)

This permit shall be void unless the work herein contemplated shall have been completed before Jan. 1, 1948.

CC:GTM:HSC:EES:LHW: Perm:Extra

By R. L. BEUTHEL, Dist. Office Engr.

DEPARTMENT OF PUBLIC WORKS DIVISION OF HIGHWAYS G. T. McCOY State Highway Engineer By E. E. WALLACE, District Engineer

GENERAL PROVISIONS

1. Definition. This permit is issued under Chapter 3 of Division 1 of the Streets and Highways Code. The term encroachment is used in this permit as defined in the said Chapter 3 of said code.

Repaired.

Care shall be used to avoid interference with existing underground facilities. Your attention is called to the General Provisions numbered 1-27 inclusive, printed herein.

2. Acceptance of Provisions. It is understood and agreed by the Permittee that the doing of any work under this permit shall constitute an acceptance of the provisions.

3. No Precedent Established. This permit is granted with the understanding that this action is not to be considered as establishing any precedent on the question of the expediency of permitting any certain kind of encroachment to be erected within right of way of State highways.

4. Notice Prior to Starting Work. Before starting work on which an inspector is required, or whenever stated on the face of this permit, the Permittee shall notify the District Engineer or other designated employee of the district in which the work is to be done. Such notice shall be given at least three days in advance of the date work is to begin.

5. Keep Permit on the Work. This permit shall be kept at the site of the work and must be shown to any representative of the Division of Highways or any law enforcement officer on demand.

6. Permits from Other Agencies. The party or parties to whom this permit is issued shall, whenever the same is required by law, secure the written order or consent to any work hereunder from the Railroad Commission of the State of California, or any other public board having jurisdiction, and this permit shall be suspended in operation unless and until such order or consent is obtained.

7. Protection of Traffic. Adequate provision shall be made for the protection of the traveling public. Barricades shall be placed with red lights at night, also flagmen employed, all as may be required by the particular work in progress.

8. Minimum Interference with Traffic. All work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public except for the specific work permitted.

9. Storage of Material. No material shall be stored within eight (8) feet from the edge of pavement or traveled way or within the shoulder line where the shoulders are wider than eight feet.

10. Clean Up Right of Way. Upon completion of the work, all brush, timber, scraps and material shall be entirely removed and the right of way left in as presentable condition as before work started.

11. Standards of Construction. All work shall conform to recognized standards of construction.

12. Supervision of Grantor. All the work shall be done subject to the supervision of, and to the satisfaction of, the grantor.

13. Future Moving of Installation. It is understood by the Permittee that whenever construction, reconstruction or maintenance work on the highway may require, the installation provided for herein shall, upon request of the Department of Public Works, Division of Highways, be immediately moved by, and at the sole expense of, the Permittee.

14. Expense of Inspection. On work which requires the presence of an employee of the Division of Highways as inspector, the salary, traveling expense and other incidental expense of such inspection during the work shall be paid by the Permittee upon presentation of a bill therefor.

15. Liability for Damages. The Permittee is responsible for all liability for personal injury or property damage which may arise out of work herein permitted, or which may arise out of failure on the Permittee's part to perform his obligations under this permit in respect to maintenance. In the event any claim of such liability is made against the State of California, or any department, officer, or employee thereof, permittee shall defend, indemnify and hold them and each of them harmless from such claim. This permit shall not be effective for any purpose unless and until the above named Permittee files with the Department of Public Works, Division of Highways, a surety bond in the form and amount required by said department, unless specifically exempted on the face hereof. The requirement that a bond be filed does not apply in the event the Permittee is a governmental board which derives its revenue by taxation.

16. Making Repairs. If the grantor shall so elect, repairs to paving which has been disturbed shall be made by employees of the grantor and the expenses thereof shall be borne by the Permittee, who shall purchase and deliver on the road the materials necessary for said work as directed by the State Highway Engineer. All payments to laborers, inspectors, etc., employed by said grantor for or on account of the work herein contemplated, shall be made by said Permittee forthwith on receipt of written orders, pay rolls or vouchers approved by grantor. Or the grantor may elect to require a deposit before starting repairs, in an amount sufficient to cover the estimated cost thereof.

The grantor will give reasonable notice of its election to make such repairs. If the grantor does not so elect, the grantee shall make such repairs promptly. In every case the grantee shall be responsible for restoring any portion of the highway which has been excavated or otherwise disturbed to its former condition as nearly as may be possible except where the grantor elects to make repairs to paving as above provided in this paragraph and except where provision to the contrary is made in the typewritten portion of the permit.

17. Care of Drainage. If the work herein contemplated shall interfere with the established drainage, ample provision shall be made by the Permittee to provide for it as may be directed by the grantor.

18. Submit Location Plan. Upon completion of underground or surface work of consequence, the Permittee shall furnish plan to the District Office showing location and details.

19. Maintenance. The grantee agrees by the acceptance of this permit to exercise reasonable care to maintain properly any encroachment placed by it in the highway and to exercise reasonable care in inspecting for and immediately repairing and making good any injury to any portion of the highway which occurs as a result of the maintenance of the encroachment in the highway or as a result of the work done under this permit, including any and all injury to the highway which would not have occurred had such work not been done or such encroachment not placed therein.

PIPES, CONDUITS, GAS PUMPS, ETC.

20. Crossing Roadway. Service and other small diameter pipes shall be jacked or otherwise forced underneath pavement without disturbing same. Pavement or roadway shall not be cut unless specifically permitted on the face hereof. Service pipes will not be permitted inside of metal culvert pipes used as drainage structures.

21. Limit Excavation. No excavation is to be made closer than eight (8) feet from the edge of the pavement except as may be specified.

22. Tunneling. No tunneling will be permitted except on major work as may be specifically set forth on the face hereof.

23. Depth of Pipes. There shall be a minimum of two (2) feet of cover over all pipes or conduits.

24. Backfilling. All backfilling is to be moistened as necessary and thoroughly hand tamped, there being not less than one tamper to each shoveler. Whenever required by the grantor, a trench crossing the roadway shall be backfilled with gravel or crushed rock.

25. Preserve Surfacing Material. Whenever a gravel or crushed rock surface is trenched, such material shall be placed at one side and when backfilling is started the rock material shall be replaced to its original position.

26. Maintain Surface. The Permittee shall maintain the surface over structures placed hereunder as long as necessary.

27. Pipes Along Roadway. Pipes and utilities paralleling the pavement shall be located at the distance from traveled way and at such depth as specifically directed on the face hereof. Cutting of tree roots will not be permitted.

POLES, WIRES, CABLES AND OVERHEAD STRUCTURES

28. Location Pole Lines, etc. Pole lines shall be located as specifically directed on the face hereof.

29. Railroad Commission Orders. All clearances and type of construction shall be in accordance with the applicable orders of the State Railroad Commission.

30. Permission from Property Owners. Whenever necessary to secure permission from abutting property owners, such authority must be secured by the Permittee prior to starting work.

31. Clearance of Trees. Poles must be of such height as to permit clearance over a tree 40 feet in height, where quick growing trees are in place. At location where slow growing trees are in place, normal construction standard may be followed at the option of the pole line company, with provision to ultimately clear a 40-foot tree.

32. Guy Wires. No guy wires are to be attached to trees except on specific authority and in no event shall they be so attached as to girdle the tree or interfere with its growth. Guy wires shall be kept at a minimum elevation of six feet above the ground whenever so directed.

33. Clearing Around Poles. The Permittee shall remove and keep clear all vegetation from within a radius of at least five feet of the poles.

34. Painting or Visibility Strips. All poles are to be painted for a distance of six feet above the ground using white lead and oil or aluminum paint or in lieu thereof, when poles have creosoted butts, wood or metal visibility strips may be placed. Wood strips are to be Douglas fir 1" x 3" - 5' long placed on 6" centers about the base of pole and painted with white lead and oil or aluminum paint. If metal strips are used such strips may be placed either vertically or horizontally. Paint is to be renewed as often as may be required to maintain a satisfactory covering. If not painted when installed or renewed as the grantor may consider necessary, the right is reserved to have this painting done and the Permittee hereby agrees to bear the cost thereof under the terms of this permit.

Poles that do not present a possible traffic hazard will be given consideration for exemption from those provisions upon written request of permittee accompanied by pertinent data as to pole location, difference in elevation, etc. The grantor's decision will be final in this regard.

35. Remove Old Poles, Guys and Stubs. The entire length of such timbers shall be removed from the ground and the holes backfilled and thoroughly tamped.

PLANTING TREES

36. Location and Species. The location and kind of trees to be planted shall be specified on the face of this permit.

37. Planting and Maintenance Cost. The Permittee must bear the cost of planting the trees. The arrangement as to maintenance of the trees shall be specifically set forth on the face of the permit. In particular cases arrangements may be made for the Division of Highways to do this work upon deposit of a certain sum for each tree which is to be planted. The Division of Highways reserves the right to assume the maintenance or to decline to do so as conditions justify.

38. Group Planting. The cost of group plantings and similar special work which may be agreed upon with the Division of Highways shall be borne by the Permittee. Land for such plantings shall be secured in fee by the Permittee and turned over to the State. Plantings for parking and picnic grounds will not be considered in this connection. (Drawings deleted)

REMOVAL OR TRIMMING OF ROADSIDE TREES

39. Removal of Trees. When permit is granted for removal of a tree as an independent operation or as a part of other work, the entire stump shall be taken out for a depth of at least two feet below the ground surface.

40. Clearing the Site. All timber and debris shall be removed from the right of way. The hole left by the stump shall be backfilled and thoroughly tamped and the site left in a presentable condition.

41. Trimming of Trees. In general, only light trimming of branches two inches or less in diameter will be permitted and only when specifically so stated on the face hereof. The shapeliness of the tree must be preserved.

42. Inspection. If the permit requires inspection by the State during progress of the work the cost of inspection shall be borne by the Permittee. No charge will be made for occasional routine inspection.

ROAD APPROACHES, CONNECTING PAVEMENTS AND MINOR WORK

43. Grades and Specifications. Grades and types of construction shall be as detailed by plans or stated on the face of this permit.

44. Borrow and Waste. Only such borrow and waste will be permitted and within the limits as set forth on the face of this permit.

45. Minor Work. Grading down of small banks, small ditches, placing of awnings, and other similar minor work shall be governed by the general provisions and as detailed on the face hereof.

SIGNS

46. Clearance of Signs. The minimum clearance from the sidewalk shall be twelve feet.

RAILROAD CROSSINGS

47. Safety and Convenience. The future safety and convenience of the traveling public shall be given every consideration in the location and type of construction.

48. Meet Highway Grade. The grade and superelevation of the track must conform to

the grade of the highway at point of crossing.

49. Width of Paving. The crossing shall be planked or paved as may be specified on the face of this permit for the full roadway and shoulder width.

Excavations:

Excavations for all pipe lines, storm drains, culverts, etc., may consist of open trenches, short tunnels, or long tunnels, and each requires a different treatment.

Soils:

The material excavated usually is sand, loamy soil, granular soil, clay, rock, or variations of these materials.

Thoroughly Compacted:

The term "thoroughly compacted" shall be held to mean a relative compaction of backfill equal to 95% of the compaction obtained from the soil excavated when the same is properly dampened and compacted under a pressure of 2,000 pounds per square inch under the methods employed by the Division of Highways.

Criterion for Backfill:

The required compaction in backfilling trenches which are to be placed shall in all cases be sufficient, in the backfill material over and around the pipe or other structure, to render it as compact as the original ground and the method of compacting will depend on the character of the material excavated.

Materials for Backfill:

Granular materials, such as sand or sandy loam, may often be compacted by the use of water in the proper quantity, but even in materials of this kind the addition of tamping may be desirable and beneficial.

Excavated material often consists of earth lumps of considerable size which should be pulverized and suitably dampened before being placed in the bottom of the excavation and around pipes or other structures. Rock particles or particles of material too hard to be melted by water shall be distributed throughout the upper portion of the backfill and the space between them filled with fine material.

Backfilling Open Trenches:

Select the best available excavated material for backfilling around the pipe or other structure. All material shall be finely divided and if clods or lumps, which are soluble in water are present, they shall be reduced by watering.

Backfill shall be carefully placed to a depth of twelve (12) inches above the bottom of the trench when it shall be properly wetted and then tamped by hand or other means both over and alongside the pipe until thoroughly compacted. The backfill shall then proceed using four-inch (4") layers of earth or other suitable material which shall have been dampened until it is of the proper consistency to insure most effective tamping by means of hand tampers or pneumatic rammers. It is desirable that means be taken to prevent damage to the coating over pipes during backfill, and for this reason tamping adjacent to the pipes must be carefully done.

On completion of the trench backfill, the earth shall be crowned up over the top of the trench as high as possible and after being properly dampened, shall be rolled with a 10-ton roller or by the use of trucks which have been loaded to give equal or greater compaction.

Flooding or Jetting:

The use of flooding will be permitted only where the backfill material is of a sandy nature and contains no clay. Jetting will be permitted only when it is proved by test that the relative density obtained in all parts of the compacted backfill is more than 90%.

Tunnels:

Where a succession of short tunnels is used, the lower portion of pillars between the openings shall be excavated down at an angle of 45° to facilitate backfilling and backfill shall be compacted by tamping or flooding as above described. Where pillars between short tunnels are less than six feet (6') in depth, they shall be broken through and used for backfill. In the case of long tunnels, materials shall be tamped in over the tops of pipes as sections of pipe or conduit are laid. Long tunnels shall only be used at depths exceeding twenty feet (20').

Replacing Pavement:

Wherever it becomes necessary to cut pavement for the installation of a pipe line, it shall be replaced with an eight-inch (8") pavement and the material immediately under the edge of the broken pavement shall be excavated. Undercutting the edge of the pavement sufficiently so that the lower portion of the new pavement will support the edge of the old pavement.

If the pavement is Portland cement concrete, the entire repair shall be made of a Class "A" concrete of not less than six sacks of cement per cubic yard of concrete. If the pavement is asphaltic concrete, the lower six and one-half inches (6 1/2") of the repair pavement shall be of Portland cement concrete and the top one and one-half inches (1 1/2") shall be asphaltic concrete conforming to the type of pavement which was cut to make the excavation.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Encroachment Permit from State Division of Highways for 8" water main on Freeway near north City Limits; being Document No. 378715.

FRED W. SICK

City Clerk of The City of San Diego, California.

By J. Tatten Deputy

BOND NO. 322873

KNOW ALL MEN BY THESE PRESENTS, That PEARSON MOTOR COMPANY, a corporation, as Principal and GLENS FALLS INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of NEW YORK as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO THOUSAND NINETY-EIGHT and no/100 Dollars (\$2098.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 5TH day of OCTOBER, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

5 - 1947 Ford 8 100 HP 1-1/2 ton chassis and cab

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

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

ATTEST:

EMYRL JONES
Assist. Sec'y.

PEARSON MOTOR CO.
By C. E. ROBINSON, V.P.
Principal
GLENS FALLS INDEMNITY COMPANY (SEAL)
Surety
By ROBERT F. DRIVER, Attorney

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 6th day of OCTOBER in the year One Thousand Nine Hundred and FORTY-SEVEN before me, W. L. SPRAGUE a Notary Public in and for the said _____ County of SAN DIEGO residing therein, duly commissioned and sworn, personally appeared ROBERT F. DRIVER 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)

W. L. SPRAGUE
Notary Public in and for the _____ County
of SAN DIEGO, State of California

My Commission Expires Dec. 25, 1950.

I hereby approve the form of the within Bond, this 14th day of October, 1947.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY,
Deputy City Attorney

I hereby approve the foregoing bond this 15th day of Oct., 1947.

F. A. RHODES, 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 5th day of Oct., 1947, by and between THE CITY OF SAN DIEGO, A municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and PEARSON MOTOR CO., a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

5- 1947 Ford 8 100 HP 1-1/2 ton chassis and cab equipped with booster brakes, rear view mirror, windshield wiper, signal arm, six blade fan, heavy duty radiator, tire and tube; truck painted green with red running gear, all in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 375203.

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

5- 1947 Ford 8 1-1/2 ton chassis & cab @ \$1578.00 ea \$8,390.00

Said prices do not include the California State Sales Tax which will be paid by the City.

Contractor agrees to deliver said equipment within sixty days after receipt of purchase order, subject to production by Ford Motor Company.

If the manufacturer makes general increases to the trade in the price of the product, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by the contractor to the City, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances, and allowing cancellation to be effected by the City if it elects so to do; Provided, however, that any increases to the City, allowed under above conditions, shall not exceed 10% of the prices quoted to the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to The City of San Diego.

Said City, in consideration of the furnishing and delivery of said equipment by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said equipment by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Eight Thousand Three Hundred Ninety and no/100 Dollars (\$8,390.00), exclusive of the California State Sales Tax.

Said payment will be made in accordance with purchase order and delivery.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in

which the United States and its allies were engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor the City, pursuant to resolution of the City Council, may--

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (30) (days--months); or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 86990 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.
By F. A. RHODES, City Manager.
PEARSON MOTOR CO.

(SEAL)

ATTEST:

EMYRL JONES
Assist. Sec'y.

By CASHEL E. ROBINSON, V. Pres.
Contractor

I hereby approve the form and legality of the foregoing contract this 14th day of October, 1947.

J. F. DuPAUL, 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 Pearson Motor Company for furnishing 5 - 1947 Ford 1-1/2 ton chassis and cab; being Document No. 378808.

FRED W. SICK
City Clerk of The City of San Diego, California.

By F. W. Sicken Deputy

UNDERTAKING FOR STREET LIGHTING.
San Diego Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE TRAVELERS INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO THOUSAND NINETY-ONE and no/100 DOLLARS (\$2091.00), 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 October, 1947.

WHEREAS, the above bounden SAN DIEGO GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to the provisions of the "Lighting District Ordinance of 1938", and amendments thereto, to do all work upon KETTNER BOULEVARD, INDIA STREET, COLUMBIA STREET, STATE STREET, UNION STREET, FRONT STREET, FIRST AVENUE, A STREET, B STREET, C STREET and BROADWAY, within the limits and as particularly described in Resolution of Intention No. 85285, adopted by the Council of said City on February 25, 1947, 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 GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST:

(SEAL)
R. C. CAVELL
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY, Principal
Vice President in Charge of Sales

THE TRAVELERS INDEMNITY COMPANY (SEAL)
By FRANKLIN T. HALE, Surety
Attorney-in-Fact

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } ss.

On this 2nd day of October, 1947, before me personally came FRANKLIN T. HALE, to me known, who being by me duly sworn, did depose and say: that he is Attorney(s)-in-Fact of THE TRAVELERS INDEMNITY COMPANY, the Corporation described in and which executed the foregoing instrument; that he know(s) the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority granted to him in accordance with the By-Laws of the said Corporation and that he signed his name thereto by like authority.

FRANCES S. BOWERS (SEAL)
Notary Public

My Commission Expires August 17, 1950

I hereby approve the form of the foregoing Undertaking this 17th day of October, 1947.
J. F. DuPAUL, 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. 87103 passed and adopted on the 23rd day of September, 1947, require and fix the sum of \$2,091.00 as the penal sum of the foregoing Undertaking.

(SEAL) FRED W. SICK
City Clerk of The City of San Diego, California.
By HELEN M. WILLIG, Deputy

CONTRACT FOR STREET LIGHTING.
San Diego Lighting District No. 1

THIS AGREEMENT, made and entered into this 21st day of October, 1947, by and between SAN DIEGO 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 or along the following streets in the City of San Diego, California, to-wit:

The easterly 20.00 feet of KETTNER BOULEVARD, between the westerly prolongation of the north and south lines of C Street;

INDIA STREET, between the southerly line of Ivy Street and the north line of Broadway;

COLUMBIA STREET, between the south line of Beech Street and the north line of Broadway;

STATE STREET, between the southerly line of Elm Street and the north line of Broadway;

UNION STREET, between the south line of B Street and the north line of Broadway;

FRONT STREET, between the south line of B Street and the north line of Broadway;

FIRST AVENUE, between the south line of Beech Street and the north line of Broadway;

A STREET, between the east line of India Street and the west line of Front Street;

A STREET, between the east line of Front Street and a line parallel to and distant 14.00 feet easterly from the west line of Second Avenue;

B STREET, between a line parallel to and distant 100.00 feet westerly from the west line of India Street and a line parallel to and distant 100.00 feet easterly from the east line of First Avenue;

C STREET, between the east line of Kettner Boulevard and a line parallel to and distant 100.00 feet easterly from the east line of First Avenue; and

BROADWAY, between a line parallel to and distant 150.00 feet westerly from the northerly prolongation of the west line of California Street and a line parallel to and distant 100.00 feet easterly from the east line of First Avenue.

Such furnishing of electric current shall be for a period of time from and including June 15, 1947, to-wit, to and including June 14, 1948.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for San Diego Lighting District No. 1", filed June 27, 1947 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Eight Thousand Three Hundred Sixty-two and 68/100 Dollars (\$8,362.68) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "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 Public Utilities 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 Gas & Electric Company, or by or through any action of the Public Utilities Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Eight Thousand Three Hundred Sixty-two and 68/100 Dollars (\$8,362.68) shall be paid out of any other fund than said special fund designated as "San Diego Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938", and amendments thereto, and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Eight Thousand Three Hundred Sixty-two and 68/100 Dollars (\$8,362.68).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938", and amendments thereto, 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.

ATTEST:
R. C. CAVELL
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY (SEAL)
By A. E. HOLLOWAY
Vice President in Charge of Sales

THE CITY OF SAN DIEGO.
By HARLEY E. KNOX
G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
CHESTER L. DORMAN
CHAS. C. DAIL
VINCENT T. GODFREY
Members of the Council.

(SEAL)
ATTEST:
FRED W. SICK
City Clerk.
By HELEN M. WILLIG, Deputy

I hereby approve the form of the foregoing Contract, this 17th day of October, 1947.

J. F. DuPAUL, 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 Gas & Electric Company for San Diego Lighting District No. 1; being Document No. 378778.

FRED W. SICK
City Clerk of The City of San Diego, California

By J. H. McKinney Deputy

PROJECT AGREEMENT - 1948 FISCAL YEAR

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, hereinafter referred to as the department;

WITNESSETH, THAT, WHEREAS, a memorandum of agreement for expenditure of funds accruing during the fiscal year ending June 30, 1948, and allocated under the provisions of Section 194 of the Streets and Highways Code upon major city streets, was executed by the city September 10, 1947, and by the department September 18, 1947, providing for the work described herein as project 20; and

WHEREAS, the City now desires that said agreement be amended and has submitted to the Department a supplemental budget to provide funds for additional work described herein as project 21; and

WHEREAS, Section 195 of the Streets and Highways Code provides that two-fifths of the money allocated under the provisions of Section 194 shall be expended for the maintenance of the system of major city streets and of the secondary city streets within such city; provided that, with the approval of the department, a portion of such money so allocated for maintenance may be expended for construction of streets included within the system of major city streets within such city; and

WHEREAS, the streets of major importance heretofore designated by the City Council of the City of San Diego under the provisions of Section 195 of the Streets and Highways Code, Chapter 542, Statutes of 1935, and approved by the department, are hereby selected by the city council and approved by the department as the major city street system of such city as authorized by the Collier-Burns Highway Act of 1947;

NOW, THEREFORE, it is mutually agreed by and between the city and the department that said agreement be amended as follows:

ARTICLE I. PROJECTS

The projects and the estimated expenditures therefor as listed hereinafter constitute the budget heretofore submitted by the city which has been, and is hereby, approved by the department:

Project	Location	Miles	Description	Amount
20	Tenth Avenue from A Street to Market St., and Eleventh Avenue, from B Street to Market Street	1.08	Install traffic signals	\$50,000.00
21	Station 6+28, XI SD-77-A vicinity of City Airport		Furnish and install culvert	2,500.00
			Total	\$52,500.00

ARTICLE II. CONSTRUCTION

The City will construct or cause to be constructed by or under its direct supervision the improvements described in project 20, in accordance with the approved plans, specifications and estimates therefor.

Plans, specifications, and a detailed estimate of cost shall 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 work is started; and no changes may be made in the approved plans or specifications without the prior approval of the department.

The work described in project 20 shall be performed by contract unless the performance thereof by day labor shall be approved by the department.

The 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.

Any city-owned equipment used for the work described in project 20 may be charged for upon a rental basis to cover depreciation and repairs in case rental rates already have been established by the city; otherwise, allowance for depreciation and repairs may be charged for as approved by the department.

The department will construct or cause to be constructed by or under its direct supervision the improvements described in project 21, in accordance with the approved plans, specifications and estimates therefor.

Any minor changes in the approved 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.

The work described in project 21 will be performed by contract or by State forces as may be, in the opinion of the department, for the best interests of the city and the department.

Any equipment furnished by the department for the work described in project 21 will be charged for at the rental rates established by the department.

ARTICLE III. FUNDS

Funds to defray the cost of the work described in Article I and payable from revenue accruing under the provisions of Section 2107 of the Streets and Highways Code, are available as follows:

Accrued and unbudgeted to June 30, 1947	\$307,577.84
Estimated to accrue during the fiscal year ending June 30, 1948	619,235.00
	<hr/>
Total	\$926,812.84

The amount of \$52,500.00 is budgeted to defray the cost of the work described in Article I.

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

The department hereby delegates to the city the expenditure of the funds provided herein to defray the cost of the work described in project 20.

After deducting the sum of \$2,500.00 to be expended by the department under project 21, the department will pay to the city quarterly, in the months of August, November, February, and May, its pro rata share of the money allocated under the provisions of Section 2107 of the Streets and Highways Code until \$44,681.35 budgeted herein and delegated to the city for expenditure has been paid, in addition to the amount of \$5,318.55 previously paid to the city and remaining unexpended in the city's special gas tax street improvement fund.

The department will pay the cost of the work described in project 21 from the funds provided herein.

The amounts provided for the projects listed in Article I must not be exceeded, and no moneys may be expended by the city from the special gas tax street improvement fund except for the projects listed in Article I without amending the budget by supplemental agreement. Such supplemental agreement shall be valid only when executed by the city and the department.

All funds allocated under the provisions of Section 2107 of the Streets and Highways Code in excess of such funds budgeted herein for expenditures, will accumulate for future budgeting and expenditure.

ARTICLE IV. FINAL REPORTS

The city will submit such reports as required by law in such detail as required by the department. The reports shall show in full all expenditures from all other funds as well as expenditures from the special gas tax street improvement fund.

Within sixty days after completion of each item of the budget described in project 20, the city will submit to the department a final report of expenditures made for such work.

The report for construction, improvement, or other specific projects, shall show payments to the contractor detailed by contract items showing quantity, unit, item, unit price, and amount; and the amount paid for any materials, supplies, labor, or equipment furnished by the city for use on the contract. Expenditures for work performed by day labor shall be detailed to show the quantity for each item of work, the unit cost, and amount.

The department will submit to the city a report of expenditures made from the gas tax allocation.

Within sixty days after completion of each item of the budget described in project 21, the department shall submit to the city a final report of expenditures made for such work.

ARTICLE V. 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 shall, 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 30 day of September, 1947, and the Department on the 15 day of October,

1947.

Approval recommended:
E. E. WALLACE
District Engineer

CITY OF SAN DIEGO
By F. A. RHODES, City Manager

L. V. CAMPBELL
Engineer of City and
Cooperative Projects

Approved as to form
and procedure:
C. C. CARLETON
Chief Attorney

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
By J. B. STANDLEY
Principal Assistant Engineer

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of First Supplemental Memorandum of Agreement For Expenditure of Gas Tax Allocation For Major City Streets; being Document No. 378818.

FRED W. SICK
City Clerk of The City of San Diego, California.

By J. T. Totten Deputy

KNOW ALL MEN BY THESE PRESENTS, That R. E. HAZARD CONTRACTING CO., 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 held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO THOUSAND EIGHT HUNDRED NINETY-NINE and no/100 Dollars (\$2,899.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 17th day of October, 1947.

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 reconstruct the intersection of Fifth Avenue and Harbor Drive, including the realignment and widening of Fifth Avenue across the railway tracks between Harbor Drive and "L" Street, in the City of San Diego, California, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST:
S. F. LITTLER
Secretary

R. E. HAZARD CONTRACTING COMPANY (SEAL)
B. R. HAZARD, Vice Pres.
Principal
PACIFIC INDEMNITY COMPANY, Surety
621 So. Hope St.-Los Angeles 14, Calif.
By IRVING FRIEDMAN
Irving Friedman, Attorney-in-Fact

(SEAL)

STATE OF CALIFORNIA,
COUNTY OF SAN DIEGO ss.

On this 17th day of October in the year one thousand nine hundred and Forty-seven before me, R. M. RAVET a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared IRVING FRIEDMAN 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 IRVING FRIEDMAN 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) R. M. RAVET
Notary Public in and for SAN DIEGO County, State of California.

My Commission Expires March 10, 1948

I hereby approve the form of the within Bond, this 20th day of October, 1947.

J. F. DuPAUL, City Attorney
By J. H. MCKINNEY
Deputy City Attorney

I hereby approve the foregoing bond this 20th day of Oct., 1947.

F. A. RHODES, City Manager

KNOW ALL MEN BY THESE PRESENTS, That R. E. HAZARD CONTRACTING COMPANY, 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 held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIVE THOUSAND SEVEN HUNDRED NINETY-SEVEN and no/100 Dollars (\$5,797.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 17th day of October, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the reconstruction of the intersection of Fifth Avenue and Harbor Drive, including the realignment and widening of Fifth Avenue across the railway tracks between Harbor Drive and "L" Street, in the City of San Diego, California; and

WHEREAS, the aforesaid penal sum of FIVE THOUSAND SEVEN HUNDRED NINETY-SEVEN and no/100 Dollars (\$5,797.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on, or furnish materials, to be

used in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his heirs, executors, administrators and 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 Chapter 3 of Division 5 of Title I of the Government Code of the State of California, 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 said Chapter 3, Division 5, Title I of the Government Code provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of Civil Procedure of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the said principal and surety have executed this instrument, the day and year first hereinabove written.

ATTEST:

S. F. LITTLER
Secretary

R. E. HAZARD CONTRACTING COMPANY (SEAL)
By B. R. HAZARD, Vice Pres.
Principal
PACIFIC INDEMNITY COMPANY (SEAL)
521 So. Hope St. - Los Angeles 14, Calif.
Surety
By IRVING FRIEDMAN, Attorney-in-Fact
Irving Friedman

STATE OF CALIFORNIA,
County of SAN DIEGO ss.

On this 17th day of October in the year one thousand nine hundred and forty-seven before me, R. M. RAVET a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared IRVING FRIEDMAN 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 IRVING FRIEDMAN 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) R. M. RAVET
Notary Public in and for SAN DIEGO County,
State of California.

My Commission Expires March 10, 1948

I hereby approve the form of the foregoing bond this 20th day of October, 1947.

J. F. DuPAUL, City Attorney
By J. H. MCKINNEY
Deputy City Attorney

I hereby approve the foregoing bond this 20th day of Oct., 1947.

F. A. RHODES, 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 17th day of October, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and R. E. HAZARD CONTRACTING COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, for the reconstruction of the intersection of Fifth Avenue and Harbor Drive, including the realignment and widening of Fifth Avenue across the railway tracks between Harbor Drive and "L" Street, in the City of San Diego, California, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 377507.

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

Eleven Thousand Five Hundred Ninety-four and no/100 Dollars (\$11,594.00).

Said contractor agrees to commence said work within ten (10) days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within fifty (50) days from and after the date of the execution of this contract.

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

Eleven Thousand Five Hundred Ninety-four and no/100 Dollars (\$11,594.00).

said payments to be made as follows: Upon completion of said work, and the acceptance of the same by the City Manager of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a 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 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 further agrees not to underlet nor assign this contract, or any part thereof, to any one, without the consent of the Council, in writing, having been first obtained.

Said contractor further agrees to be bound by each and every part of said specifications as the same may be interpreted in case of dispute or question by the City Engineer of said City. Further, that contractor will protect from the elements all of the materials and supplies to be used in the performance of said work, and in case of damage to any portion of said work or materials or supplies to be used in the performance of said work by reason of accident, the action of the elements, or any other cause whatsoever, before the final acceptance of said work, the contractor will repair or replace such damage, at contractor's own cost and expense.

The work shall be conducted under the immediate supervision of the City Engineer, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

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

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 contractor's 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 Laws, as set forth in the Labor Code of the State of California.

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 said Workmen's Compensation, Insurance and Safety Laws, said certificate of the insurance carrier to bear the date of the expiration of said policy.

Said contractor further agrees and covenants that neither said contractor, nor any sub-contractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases 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 \$10.00 for each laborer, workman or mechanic employed in the execution of this contract 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 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 Section 197 of the Charter of The City of San Diego, and that the said contractor shall forfeit as a penalty to the City \$10.00 for each alien knowingly employed upon any of the work provided in this contract to be done by the contractor, or by any sub-contractor, contrary to the provisions of said Charter, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

The contractor further agrees that in the performance of the work contemplated by this contract said contractor 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 contractor or any subcontractor in the performance of the work contemplated by this contract; and that the contractor shall forfeit as a penalty to the City \$10.00 for each laborer, workman or mechanic employed, for each calendar day or portion thereof such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the contractor, or by any subcontractor:

<u>Trade or Occupation</u>	<u>Wage Per 8-Hour Day.</u>
LABORERS:	
General or Construction	\$10.80
Operators and Tenders of pneumatic and electric tools, vibrating machines and similar mechanical tools not separately classified herein	12.40
Asphalt Raker and Ironer	12.40
Fine Grader (Highway and Street Paving Only)	11.50
OPERATING ENGINEER:	
Apprentice Engineer, including fireman, oiler, greaser	12.20
Concrete or Asphalt Spreading, Mechanical Tamping or Finishing Machine Operator	15.20
Motor Patrol Operator, including any type of power blade	15.20
Pavement Breaker Operator	14.80
Roller Operator	14.80
Skip Loader Operator - wheel type	14.20
Tow Blade or Grader Operator	14.20
Tractor Operator - Bulldozer, Tamper, Scraper or Drag Type Shovel or Boom Attachments	15.20
Concrete Mixer Operator - paving type and mobile mixer	16.00
TRUCK DRIVERS:	
Drivers of trucks legal payload capacity less than 6 tons	11.40

Trade or Occupation (Con't)Wage
Per 8-Hour Day.

Drivers of trucks legal payload capacity between 5 and 10 tons	\$11.60
Drivers of trucks legal payload capacity between 10 and 15 tons	12.00
OTHER TRADES:	
Cement Finisher	15.80
Carpenter	15.20
Reinforcing Steel Worker	15.80
Any classification omitted herein not less than	10.80

OVERTIME:

Not less than one and one-half times the said prevailing or current rate of per diem wages shall be paid for extra work performed by such laborers, workman, or mechanics on Sundays and legal holidays as set forth in Section 10 of the California Political Code 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.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 87238 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By F. A. RHODES, City Manager
R. E. HAZARD CONTRACTING COMPANY (SEAL)
B. R. HAZARD, Vice Pres.
Contractor

ATTEST:

S. F. LITTLER
Secretary

I hereby approve the form and legality of the foregoing contract this 20th day of October, 1947.

J. F. DuPAUL, 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 Contracting Co. for reconstructing the intersection of Fifth Avenue and Harbor Drive; being Document No. 378823.

FRED W. SICK
City Clerk of The City of San Diego, California.

By J. H. McKinney Deputy

GREAT AMERICAN INDEMNITY COMPANY
New York

COMPREHENSIVE MULTIPLE LIABILITY POLICY NUMBER L - 970

GREAT AMERICAN INDEMNITY COMPANY
NEW YORK

A STOCK INSURANCE COMPANY, herein called the Company

AGREES WITH THE CITY OF SAN DIEGO (a municipal corporation) as now or hereafter constituted and the CITY COUNCIL and the HARBOR COMMISSION and all other boards, commissions, or other governing or advisory bodies and the members thereof, and all elected or appointed officials and officers, agents, representatives, and employees when acting within the scope of their employment, all jointly and severally

herein called the Insured as follows:

INSURING AGREEMENTS

1. COVERAGE A - BODILY INJURY LIABILITY - except false arrest

To pay on behalf of the insured all sums which the insured shall become obligated to pay by reason of the liability imposed upon him by law, or assumed by him under written contract, for damages, including damages for care and loss of service, because of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person or persons,

COVERAGE B - PROPERTY DAMAGE LIABILITY - only automobile

To pay on behalf of the insured all sums which the insured shall become obligated to pay by reason of the liability imposed upon him by law, or assumed by him under written contract, for damages because of injury to or destruction of property, including the loss of use thereof, and consequential damage resulting therefrom, arising out of the ownership, maintenance or use by or on behalf of the insured of automobiles, including loading or unloading thereof, or objects falling therefrom.

COVERAGE C - PROPERTY DAMAGE LIABILITY - except automobile

To pay on behalf of the insured all sums which the insured shall become obligated to pay by reason of the liability imposed upon him by law, or assumed by him under written contract, for damages because of injury to or destruction of property, including the loss of use thereof, and consequential damage resulting therefrom, but not arising out of the ownership, maintenance or use by or on behalf of this insured of automobiles, including loading or unloading thereof, or objects falling therefrom.

COVERAGE D - FALSE ARREST

To pay on behalf of the insured all sums which the insured shall become liable to pay by reason of the liability imposed upon him by law, for damage sustained by any person by reason of the false arrest of such person by any of those insureds to whom police authority has been delegated and to whom police badges have been issued, and who are in the paid employ of The City of San Diego.

II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

(a) To defend in the name and on behalf of the insured any suit against the insured alleging such injury, sickness, disease, death or destruction and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the Company shall have the right to make such investigation, negotiation and settlement (within the policy limits of liability) of any claim or suit as may be deemed expedient by the Company.

(b) To pay all premiums on bonds to release attachments and to stay execution of judgment pending appeal required in any suit defended by the Company and to furnish such bonds and guarantee the surety up to the applicable limit of liability under this policy, if the amount of such bond exceeds the applicable limit of liability under this policy the Company will furnish its portion of such bond and guarantee the surety on its portion of such bond, to pay all costs taxed against the insured in any such suit, all expenses incurred by the Company, all interest accruing after entry of judgment until the Company has paid, tendered or deposited in court such part of such judgment as does not exceed the limit of the Company's liability thereon, expenses incurred by the insured, in the event of bodily injury, sickness or disease, for such immediate medical and surgical relief to others as shall, in the opinion of the insured, be necessary at the time of the occurrence, and all expenses, other than loss of earnings, incurred by the Insured at the request of the Company.

(c) To pay the cost of bonds, but without obligation to apply for or furnish such bonds, guaranteeing the insured's appearance in court if such appearance is required by reason of an accident or traffic law violation occurring during the policy period and arising out of the use of an automobile with respect to which use insurance is afforded such insured under coverage A of this policy. The company's liability under this insuring agreement with respect to each bond shall not exceed the usual charges of surety companies for such bond nor \$100.

(d) The Company agrees to pay the amounts incurred under Insuring Agreement II, except settlements of claims and suits, in addition to the applicable limit of liability of this policy.

III. ADDITIONAL INSURED

(a) As respects the maintenance, operation, use or existence of automobiles or trailers, this insurance applies to any person, firm, corporation, association or other legal entity while using an automobile or trailer owned by or rented, leased or loaned to the City of San Diego (a municipal corporation) as now or hereafter constituted, or to its governing or advisory bodies; this insurance also applies to any person, firm, corporation, association or legal entity legally responsible for the use of such automobiles.

Nothing contained in this Insuring Agreement or elsewhere in this policy shall be construed as granting any insurance to the owners of automobiles rented, leased or loaned to the City of San Diego (a municipal corporation) as now or hereafter constituted, or to its governing or advisory bodies.

(b) As respects the San Diego Zoo this policy shall only apply to the liability of the insured as the owner of the Zoo and shall operate as excess insurance over any other valid and collectible insurance applying to the Zoo and insuring the insured.

EXCLUSIONS

THIS POLICY DOES NOT APPLY:

(a) EMPLOYEES. Except with respect to liability assumed under contract covered by this policy, to bodily injury to or sickness, disease or death of any employee of the insured while engaged in the employment of the insured, or to any obligation for which the insured may be held liable under any Workmen's Compensation Law.

(b) AIRCRAFT. Except as respects the operations of independent contractors, to the ownership, maintenance, operation or use of aircraft.

(c) INDIVIDUALS. As respects elected and appointed officials and officers, agents representatives and employees of the City of San Diego (a municipal corporation) as now or hereafter constituted, to claims against any such individual arising out of the ownership, maintenance or use of any automobile owned by or registered in the name of such individual or owned by or registered in the name of any member of his household.

(d) PROPERTY IN CHARGE OF INSURED. To injury to or destruction of property owned by, rented to, transported by, occupied or used by or, except with respect to the use of elevators or escalators or assumed by the insured under railroad sidetrack agreements, to property in the care, custody or control of the insured.

(e) EMINENT DOMAIN. To claims alleging damage to, injury to or destruction of property arising out of intentional official acts of the municipal corporation in the exercise of its right of eminent domain or due to re-zoning, street or road widening, securing rights of way over other people's property or similar acts of the insured.

(f) MALPRACTICE. To any physician, surgeon, dentist, oculist or optometrist as respects bodily injury, sickness, disease or death of any person arising out of the rendering of any professional services by him or from the omission thereof.

CONDITIONS

1. NOTICE OF OCCURRENCE. In the event of an occurrence likely to result in a claim under this policy, written notice shall be given by or on behalf of the insured to the Company or any of its authorized Agents as soon as practicable after the City Attorney's Office

of the City of San Diego becomes aware of the occurrence.

2. NOTICE OF CLAIM. If claim or suit is brought against the insured, the insured shall immediately forward to the Company or to its authorized agent every demand, notice, summons or other process received by him or his representative. Failure of one insured under this policy to comply with the terms of this section shall not operate to the prejudice of other insureds.

3. COOPERATION OF INSURED. The insured shall cooperate with the Company and, upon the Company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits; and the Company shall reimburse the Insured for expense, other than loss of earnings, incurred at the Company's request. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation nor incur any expense other than for such immediate medical and surgical relief to others as shall, in the opinion of the insured, be necessary at the time of injury. The City Attorney of the City of San Diego shall have the right to participate in the defense of any suit brought against the insured upon any cause of action covered by this policy, and the Company shall, without cost to the insured, keep the City Attorney regularly advised as to the reserve set up, payments made and progress of each claim, including the final disposition of each case.

4. ACTION AGAINST COMPANY. No action shall lie against the Company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the Company as a co-defendant in any action against the insured to determine the insured's liability.

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the Company of any of its obligations hereunder.

5. FINANCIAL RESPONSIBILITY LAWS. Such insurance as is afforded by this policy shall comply with the provisions of the Motor Vehicle Financial Responsibility Law of any state or province which shall be applicable with respect to liability arising out of the ownership, maintenance or use of any automobile during the policy period.

6. CROSS LIABILITY. The inclusion of more than one person or organization as insured under this policy shall not in any way affect the rights of any such person or organization either as respects any claim, demand, suit or judgment made or brought by or in favor of any other insured, or by or in favor of any employee of such other insured or otherwise, it being the intention of this policy to protect each person or organization covered as insured in the same manner as though a separate policy had been issued to each such person or organization; but nothing herein contained shall operate to increase the Company's limits of liability as set forth in the policy.

7. TERRITORY. This policy shall apply only to occurrences which occur during the policy period within North America or any possession of the United States wherever located, or with respect to automobiles, while the automobile is on a vessel between ports within said territory.

8. CANCELLATION. This policy may be cancelled at any time either by the insured or the Company under the following conditions:

(a) Cancellation by the Company shall be made only by written notices forwarded by registered mail or by personal service to the City Manager and City Clerk of the City of San Diego, which notices shall state when cancellation shall become effective and which effective date shall not be less than THIRTY (30) DAYS from the date such notices are received by the insured. Such notice shall be deemed to be notices to all insureds under this policy.

(b) Cancellation by the insured shall be made by giving written notice to the Company or a duly authorized agent of the Company, which notice shall state when thereafter cancellation shall become effective.

(c) If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure except that, if the insured cancels upon any anniversary date of the policy, earned premium shall be computed pro rata. If the Company cancels, earned premium shall be computed pro rata. Computation of the return premium shall be based upon the premium paid for the year in which the cancellation takes place.

9. SUBROGATION. In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery therefor against any person or organization, other than an insured under this policy, and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

10. CHANGES. Notice to any agent or knowledge possessed by any Agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed except by endorsement issued to form a part of this policy, signed by the President, a Vice-President, a Secretary or an Assistant Secretary of the Company and countersigned by a duly authorized representative of the Company.

11. ERRORS OR OMISSIONS. No unintentional failure of the Insured to comply with the terms and conditions of this policy shall operate to the prejudice of the insured; in no event shall the failure of one Insured to comply with the terms and conditions of this policy operate to the prejudice of the other insureds. Any error or omission in information supplied by the insured regarding the exposures to losses covered by this policy shall not invalidate the coverage hereunder.

12. OTHER INSURANCE. If the insured has other valid and collectible insurance against a loss covered by this policy, the insurance under this policy shall be excess insurance over such other valid and collectible insurance.

13. POLICY TERM. The term of this policy shall be from
AUGUST 22nd, 1947 to AUGUST 22nd, 1950,
12:01 A.M., Pacific Standard Time.

14. LIMITS OF LIABILITY. The Company's limits of liability under this policy shall be as shown below, subject to all the terms of the policy having reference thereto:

COVERAGE A - BODILY INJURY LIABILITY	\$100,000.00 each person
	\$500,000.00 each occurrence
COVERAGE B - PROPERTY DAMAGE LIABILITY	\$100,000.00 each occurrence
only automobile	

COVERAGE C - PROPERTY DAMAGE LIABILITY \$500,000.00 each occurrence
 except automobile
 COVERAGE D - FALSE ARREST \$ 10,000.00 each occurrence

The above limits of liability shall apply to each separately located premises and to each automobile.

The above limits of liability shall be subject to the following aggregate limits during any one policy year:

Bodily Injury liability as respects claims arising out of the consumption or use of products sold, handled or distributed by the Insured after the Insured has relinquished possession thereof to others: \$1,000,000.00.

Property Damage liability as respects claims other than those arising out of the ownership, maintenance, use or existence of automobiles or arising out of the ownership or use of real property: \$1,000,000.00.

15. PREMIUM. The premium for this policy shall be determined upon a Retrospective Rating Basis in accordance with the following provisions:

A. ELEMENTS IN DEVELOPMENT OF RETROSPECTIVE PREMIUM - The computation of the Retrospective Premium shall be based upon the following elements:

- (1) STANDARD PREMIUM - The Standard Premium is \$102,500.00
- (2) BASIC PREMIUM - The Basic Premium is 24.5% of the Standard Premium.
- (3) INCURRED LOSSES - The Incurred Losses shall mean the sum of actual paid losses, allocated claim expenses and the loss reserves established by the Company for unsettled claims.

B. STANDARD PREMIUM - The Standard Premium is \$102,500.00 for three years, and is payable:

\$34,155.57 on effective date of policy
 \$34,155.57 on August 22, 1948
 \$34,155.57 on August 22, 1949

C. RETROSPECTIVE PREMIUM - The Retrospective Premium is the sum of:

- (1) The Basic Premium, and
- (2) The Incurred Losses, and
- (3) 15% of the Incurred Losses;

provided, however, that if such premium is less than the minimum Retrospective Premium the minimum Retrospective Premium shall apply; if, however, such premium is greater than the maximum Retrospective Premium, then the maximum Retrospective Premium shall apply.

D. MINIMUM RETROSPECTIVE PREMIUM - The Minimum Retrospective Premium is \$25,215.00.

E. MAXIMUM RETROSPECTIVE PREMIUM - The Maximum Retrospective Premium is \$106,000.00.

F. FIRST COMPUTATION OF RETROSPECTIVE PREMIUM - Six months after termination of the policy, by cancellation or expiration, the Company shall determine the amount of the Incurred Losses. The Retrospective Premium shall then be determined as herein provided.

G. FINAL COMPUTATION OF RETROSPECTIVE PREMIUM - Eighteen months after termination of the policy, the Company shall again determine the amount of the Incurred Losses. The Final Retrospective Premium shall then be determined as herein provided, and if the Final Retrospective Premium is less than the sum total of the premiums previously paid, the Company shall immediately return the difference to the Insured, and if the Final Retrospective Premium is greater than the sum total of the premiums previously paid, the Insured shall immediately pay to the Company the difference between the total of the premiums previously paid and the maximum premium. All re-computations are subject to the Minimum Retrospective Premium.

H. CANCELLATION OF POLICY

- (1) CANCELLATION BY THE INSURED - In the event of cancellation by the Insured at any time except upon an anniversary date:
 - a. The Standard Premium for the period that the policy is in force is to be computed at short rates in accordance with the standard short rate table in use.
 - b. The Standard Premium so computed shall be used to determine the basic premium.
 - c. The Standard Premium so computed shall be the minimum Retrospective Premium.
 - d. The maximum Retrospective premium shall be based upon the Standard Premium computed pro rata for the period that the policy is in force extended pro rata to the normal expiration date of the policy.

- (2) CANCELLATION BY THE COMPANY - In the event of cancellation by the Company, the Standard Premium for the period that the policy is in force is to be computed on a pro rata basis and the Retrospective Premium shall be computed on the basis of such Standard Premium, provided, however, that in the event of cancellation by the Company because of non-payment of premium the maximum Retrospective Premium shall be based upon the Standard Premium computed pro rata for the period the policy is in force extended pro rata to the normal expiration date of the policy.

IN WITNESS WHEREOF, THE GREAT AMERICAN INDEMNITY COMPANY has caused this Policy to be signed by its Vice-President and Vice-President and Secretary, and countersigned by a duly authorized agent of the Company.

AMBROSE RYDER
 Vice-President

G. F. MICHELbacher
 Vice-President and Secretary

COUNTERSIGNED AT SAN DIEGO, CALIFORNIA

BY PERCY H. GOODWIN CO.
 By EWART W. GOODWIN
 Authorized Agent

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Insurance Policy of GREAT AMERICAN INDEMNITY COMPANY (PERCY H. GOODWIN CO.); being Document No. 378867.

FRED W. SICK
City Clerk of The City of San Diego, California

By F. W. SICK Deputy

KNOW ALL MEN BY THESE PRESENTS, That CAMPBELL CHEVROLET COMPANY, a co-partnership, 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 FIFTY-FIVE and no/100 Dollars (\$1,055.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 17th day of October, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

- 1 - 1947 Chevrolet Fleetmaster 4 door sedan and
- 2 - 1947 Chevrolet Stylemaster 3 passenger coupes,

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

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

CAMPBELL CHEVROLET COMPANY,
By . . . CAMPBELL, Principal
Partner,
GREAT AMERICAN INDEMNITY COMPANY,
Surety (SEAL)
By L. DOSTER
By E. K. JAMES,
Attorneys-in-fact

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 17th day of October in the year one thousand nine hundred and forty-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 acknowledged to me that such Corporation executed the same.

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

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

My Commission Will Expire 1-13-50

I hereby approve the form of the within Bond, this 17th day of October, 1947.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY,
Deputy City Attorney

I hereby approve the foregoing bond this 20th day of Oct., 1947.
F. A. RHODES, 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 17th day of October, 1947, by and between THE CITY OF SAN DIEGO, a municipal 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 co-partnership, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

- 1 - 1947 Chevrolet Fleetmaster 4 door sedan and
- 2 - 1947 Chevrolet Stylemaster 3 passenger coupes, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 377363.

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

1 - Chevrolet 4 door sedan		\$1511.75
2 - " 3 passenger coupes	@ \$1353.20 ea	2705.40
		\$4218.15

Said prices do not include the California State Sales Tax which will be paid by the City.

Said contractor agrees to deliver said equipment within four months after receipt of purchase order, subject to delays beyond contractor's control.

If the manufacturer makes general increases to the trade in the price of the product, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by the contractor to the City, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such advances, and allowing cancellation to be effected by the City if it elects so to do; provided, however, that any increases to the City, allowed

under above conditions, shall not exceed 10% of the prices quoted to the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to The City of San Diego.

Said City, in consideration of the furnishing and delivery of said equipment by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said equipment by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Four Thousand Two Hundred Eighteen and 15/100 Dollars (\$4218.15), exclusive of the California State Sales Tax.

Said payment will be made in accordance with purchase order and delivery.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies were engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor the City, pursuant to resolution of the City Council, may---

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (days); or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 87234 of the Council authorizing such execution, and the contractor has caused this instrument to be executed the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By F. A. RHODES, City Manager
CAMPBELL CHEVROLET COMPANY
By R. B. CAMPBELL, Partner
Contractor

I hereby approve the form and legality of the foregoing contract this 17th day of October, 1947.

J. F. DuPAUL, 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 Company for furnishing three Chevrolet automobiles; being Document No. 378824.

FRED W. SICK
City Clerk of The City of San Diego, California.

By F. T. Tatten Deputy

FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 10th day of October, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, by and through its Manager, hereinafter sometimes designated as the City, and M. H. Golden Construction Company, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the payments at the unit prices stated in the Bid Schedule attached hereto, and by this reference made a part hereof, to be paid to the Contractor by the City, in manner and form as hereinafter in attached specifications provided, the Contractor hereby covenants and agrees to and with the City to furnish all materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the restoration of the California Building, Museum of Man and the Natural History

Building, Balboa Park, in the City of San Diego, California, as per Schedule, all as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of said City on the 14th day of August, 1947, marked Document No. 375821, that true copies of said specifications, together with true copies of Notice to Contractors, Instructions to Bidders and Proposal are hereto attached, and by reference thereto incorporated herein and made a part hereof.

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 obligations and covenants by the Contractor herein undertaken and agreed upon, the Contractor shall be paid the actual cost, plus a fixed overhead of \$4,000.00 plus a fixed fee of \$2,475.00. That the total cost of said work is estimated at \$47,985.00

ARTICLE III. The Contractor hereby agrees that he will be bound by each and every part of the plans and specifications, and do and cause to be done all of said work and improvement as specified in the specifications and as shown upon the plans, as the same may be interpreted by the Project Engineer, of said City, subject to approval by the City Manager and by the Council, evidenced by Resolution.

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

ARTICLE V. The Contractor shall keep harmless and indemnify the City of San Diego, its officers and agents, from all damage, cost or expense that arises or results from infringement of patent right of any one for use by The City of San Diego, its officers or agents, of articles supplied by the Contractor under this contract, of which he is not patentee, or which he is not entitled to use or sell.

ARTICLE VI. The Contractor further agrees and covenants that neither the Contractor, nor any subcontractor, doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided for in this contract to be done, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day in violation of the provisions of Section 196 of the Charter of The City of San Diego; and that the Contractor shall forfeit as penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed by the Contractor or by any subcontractor upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of said Section of the City Charter; and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done any alien, contrary to the provisions of Section 197 of the Charter of The City of San Diego; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractor or any subcontractor, contrary to the provisions of said section, 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 laborers, workmen, and mechanics employed in the construction work contemplated by this contract shall be bona fide residents of The City of San Diego, to the extent that San Diego residents who are competent laborers, workmen, and mechanics of the various kinds or types required are available for employment at the minimum wages which the Contractor is hereby obligated to pay or at such higher wages, as he is willing to pay.

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 that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the Contractor, or any subcontractor, in the performance of the work contemplated by this contract; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the Contractor, or by any subcontractor:

<u>CLASSIFICATION</u>	<u>PER 8-HR. DAY</u>
Electrician, journeyman.....	\$ 17.00
Painter, journeyman.....	\$ 14.00
Paperhangers.....	\$ 15.00
Swingstage painter.....	\$ 15.20
Plumber, journeyman.....	\$ 15.00
Steamfitter helper.....	\$ 15.00
Carpenter.....	\$ 15.20
Cement finisher.....	\$ 15.80
Ornamental iron worker.....	\$ 15.80
Laborers, general or construction.....	\$ 10.80
Air compressor operator.....	\$ 13.20
Concrete mixer operator - skip type.....	\$ 14.20
Pavement breaker operator.....	\$ 14.80
Drivers of dump trucks, less than 4 yds.....	\$ 11.40
Drivers of dump trucks 4 to 8 yds.....	\$ 11.50
Drivers of trucks, legal payload capacity.....	
less than 5 tons.....	\$ 11.40
Drivers of trucks, legal payload capacity.....	
5 to 10 tons.....	\$ 11.50
Bricklayer.....	\$ 18.00
Bricklayer tender, any capacity.....	\$ 13.00
Marbel setter.....	\$ 14.40
Terrazzo setter.....	\$ 14.40
Marble setter's helper.....	\$ 11.20
Tile setter's helper.....	\$ 11.20
Terrazzo setter's helper.....	\$ 11.80
Terrazzo, hand rubbed finish man.....	\$
Terrazzo machine man.....	\$
Electrical foreman.....	\$
Elevator constructor.....	\$ 15.64
Elevator constructor's helper.....	\$ 10.96
Plasterer.....	\$ 18.00
Roofer.....	\$ 14.00

CLASSIFICATION (Con't)	PER 8-HR. DAY
Sheet Metal worker.....	\$ 14.00
Gunite workers.....	\$ 14.00
Gunite workers	
Rebound man.....	\$ 10.00
Mixer man.....	\$ 11.00
Gun man.....	\$ 12.00
Nozzelman.....	\$ 14.00
Rodman.....	\$ 14.00

Foreman to receive not less than \$1.40 per diem above laborer or journeyman classification.

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$9.20 per diem of 8 hours.

For overtime, when the same is permitted by law, not less than one and one-half times the foregoing rates. For work performed on Sundays and legal holidays as set forth in Section 10 of the Political Code of the State of California, not less than one and one-half times the above rates.

No overtime shall be charged for on this project unless specifically approved and authorized in writing in advance of such overtime, by the Project Engineer.

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

ARTICLE IX. In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies have been engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into, and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may--

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than sixty (60) days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

IN WITNESS WHEREOF, this contract is executed by the City Manager 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.

ATTEST:
 KENNETH H. GOLDEN
 Secretary

THE CITY OF SAN DIEGO
 By F. A. RHODES, City Manager
 M. H. GOLDEN CONSTRUCTION COMPANY (SEAL)
 Contractor
 By ROBERT W. GOLDEN, V.Pres.

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

I hereby approve the form and legality of the foregoing contract, this 17 day of October, 1947.

J. F. DuPAUL, City Attorney of
 The City of San Diego
 By J. H. McKINNEY
 Deputy City Attorney

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That M. H. Golden Construction Company, 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 held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of forty-seven thousand nine hundred eighty-five dollars (\$47,985.) (not less than one hundred per cent of estimated contract price), lawful money of the United States, to be paid to The City of San Diego, for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 10th day of October, 1947.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish required materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the restoration of the California Building, Museum of Man and the Natural History Building, Balboa Park, in the City of San Diego, the

County of San Diego, State of California all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of The City of San Diego on the 14th day of August, 1947, marked Document No. 375821, and consisting of Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications ~~(to Bidders, Proposal, Contract, Drawings and Specifications)~~ true copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done;

NOW, THEREFORE 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.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seals this 10th day of October, 1947, 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.

(SEAL) M. H. Golden Construction Company,
By ROBERT W. GOLDEN, V. Pres. Principal
PACIFIC INDEMNITY COMPANY (SEAL)
521 So. Hope St.-Los Angeles 14,
Surety California
By IRVING FRIEDMAN, Attorney-in-Fact

ATTEST:

KENNETH H. GOLDEN,
Sect.

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 17th day of October, 1947.

J. F. DuPAUL, City Attorney
of The City of San Diego.

By J. H. MCKINNEY
Deputy.

Approved by the City Manager of The City of San Diego this 20th day of October, 1947.
F. A. RHODES, City Manager

STATE OF CALIFORNIA ss.
COUNTY OF SAN DIEGO

On this 10th day of October in the year one thousand nine hundred and forty-seven before me, R. M. RAVET a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared IRVING FRIEDMAN 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 IRVING FRIEDMAN 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 R. M. RAVET
(SEAL) and year in this Certificate Notary Public in and for SAN DIEGO County,
first above written. State of California

My Commission Expires March 10, 1948

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That M. H. Golden Construction Company, 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 held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of twenty-three thousand nine hundred ninety-three Dollars (\$23,993.00), (not less than fifty per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 10th day of October, 1947.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish required materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the restoration of the California Building, Museum of Man and the Natural History Building, Balboa Park, in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of said City of San Diego on the 14th day of August, 1947, marked Document No. 375821 and consisting of Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications, true copies of which plans and specifications are attached to said contract and made a part thereof as in said contract to said plans and specifications for a particular description of the work to be done: provided and reference is hereby made to said contract

And, whereas, the aforesaid penal sum of twenty-three thousand nine hundred ninety-three Dollars (\$23,993.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work;

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 Chapter 3 of Division 5 of Title One of the Government Code of the State of California, 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 said Chapter 3, Division 5, of Title One of the Government Code.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of Civil Procedure of the State of California, 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 10th day of October, 1947, 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: KENNETH H. GOLDEN Sect. M. H. Golden Construction Company (SEAL) Principal By ROBERT W. GOLDEN PACIFIC INDEMNITY COMPANY (SEAL) 621 So. Hope St.-Los Angeles 14, California. By IRVING FRIEDMAN, Attorney-in-Fact

STATE OF CALIFORNIA, ss. COUNTY OF SAN DIEGO

On this 10th day of October in the year one thousand nine hundred and forty-seven before me, R. M. RAVET a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared IRVING FRIEDMAN 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 IRVING FRIEDMAN 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) R. M. RAVET Notary Public in and for San Diego County, State of California.

My Commission Expires March 10, 1948

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 17th day of October, 1947. J. F. DuPAUL, City Attorney of the City of San Diego. By J. H. MCKINNEY, Deputy City Attorney

Approved by a majority of the City Manager of The City of San Diego this 20th day of October, 1947. F. A. RHODES, City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with M. H. Golden Construction Company; being Document No. 378825.

FRED W. SICK City Clerk of The City of San Diego, California By [Signature] Deputy

UNDERTAKING FOR STREET LIGHTING San Diego Lighting District No. 3

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE TRAVELERS INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO THOUSAND TWENTY-THREE and no/100 DOLLARS (\$2,023.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 15th day of October, 1947. WHEREAS, the above bounden SAN DIEGO GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to the provisions of the "Lighting District Ordinance of 1938", and amendments thereto, to do all work upon SEVENTH AVENUE, EIGHT AVENUE, NINTH AVENUE, TENTH AVENUE, ELEVENTH AVENUE, ASH STREET, A STREET, B STREET, C STREET, BROADWAY, E STREET, F STREET, and MARKET STREET, within the limits and as particularly described in Resolution of Intention No. 85418, adopted by the Council of said City on March 11, 1947, 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 GAS & ELECTRIC COMPANY, or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST: R. C. CAVELL, Secretary SAN DIEGO GAS & ELECTRIC COMPANY By A. E. HOLLOWAY, Vice President in Charge of Sales THE TRAVELERS INDEMNITY COMPANY By CHARLES L. JANECK Surety Attorney-in-Fact

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 15th day of October, 1947, before me personally came CHARLES L. JANECK to me known, who being by me duly sworn, did depose and say: that he is Attorney(s)-in-Fact of THE TRAVELERS INDEMNITY COMPANY, the Corporation described in and which executed the foregoing instrument; that he know(s) the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority granted to him in accordance with the By-Laws of the said Corporation, and that he signed his name thereto by like authority.

FRANCES S. BOWERS
Notary Public

(SEAL)
My Commission Expires August 17, 1950

I hereby approve the form of the foregoing Undertaking this 24 day of October, 1947.

J. F. DuPAUL, 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. 87215 passed and adopted on the 7th day of October, 1947, require and fix the sum of \$2023.00 as the penal sum of the foregoing Undertaking.

(SEAL) FRED W. SICK
City Clerk of The City of San Diego, California
By HELEN M. WILLIG, Deputy

CONTRACT FOR STREET LIGHTING
SAN DIEGO LIGHTING DISTRICT NO. 3

THIS AGREEMENT, made and entered into this 28th day of October, 1947, by and between SAN DIEGO 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 or along the following streets, in the City of San Diego, California, to-wit:

SEVENTH AVENUE, between the south line of Beech Street and the north line of F Street;
EIGHTH AVENUE, between the south line of Beech Street and the north line of Market Street;

NINTH AVENUE, between the south line of B Street and the north line of Market Street;

TENTH AVENUE, between the south line of B Street and the north line of Market Street;

ELEVENTH AVENUE, between the south line of B Street and the north line of Market Street;

ASH STREET, between the east line of Seventh Avenue and the west line of Eighth Avenue;

A STREET, between a line parallel to and distant 100.00 feet west of the west line of Seventh Avenue and the west line of Eighth Avenue;

B STREET, between a line parallel to and distant 100.00 feet west of the west line of Seventh Avenue and a line parallel to and distant 100.00 feet east of the east line of Eleventh Avenue;

C STREET, between a line parallel to and distant 100.00 feet west of the west line of Seventh Avenue and a line parallel to and distant 100.00 feet east of the east line of Eleventh Avenue;

BROADWAY, between a line parallel to and distant 100.00 feet west of the west line of Seventh Avenue and a line parallel to and distant 100.00 feet east of the east line of Eleventh Avenue;

E STREET, between a line parallel to and distant 100.00 feet west of the west line of Seventh Avenue and a line parallel to and distant 100.00 feet east of the east line of Eleventh Avenue;

F STREET, between a line parallel to and distant 100.00 feet west of the west line of Seventh Avenue and a line parallel to and distant 100.00 feet east of the east line of Eleventh Avenue; and

MARKET STREET, between a line parallel to and distant 14.00 feet west of the east line of Seventh Avenue and a line parallel to and distant 100.00 feet east of the east line of Eleventh Avenue.

Such furnishing of electric current shall be for the period of time from and including July 15, 1947, to-wit: to and including July 15, 1948.

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. 3", filed July 15, 1947 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Eight Thousand Eighty-five and 48/100 Dollars (\$8,085.48) in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "San Diego Lighting District No. 3 Fund."

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 Public Utilities 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 Gas & Electric Company, or by or through any action of the Public Utilities Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Eight Thousand Eighty-five and 48/100 Dollars (\$8,085.48) shall be paid out of any other fund than said special fund designated as "San Diego Lighting District No. 3 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938", and amendments thereto, and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Eight Thousand Eighty-five and 48/100 Dollars (\$8,085.48).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938", and amendments thereto, 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.

ATTEST: (SEAL)
R. C. CAVELL
Secretary

By SAN DIEGO GAS & ELECTRIC COMPANY
A. E. HOLLOWAY
Vice President in Charge of Sales

By THE CITY OF SAN DIEGO
G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
CHESTER L. DORMAN
VINCENT T. GODFREY
Members of the Council

ATTEST: (SEAL)
FRED W. SICK
City Clerk
By HELEN M. WILLIG, Deputy

I hereby approve the form of the foregoing Contract, this 24th day of October, 1947.

By J. F. DuPAUL, City Attorney
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 Gas & Electric Company for San Diego Lighting District No. 3; being Document No. 378971.

FRED W. SICK
City Clerk of The City of San Diego, California

By J. H. McKinney Deputy

UNDERTAKING FOR STREET LIGHTING.

Loma Portal Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE TRAVELERS INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE HUNDRED NINETY-EIGHT and no/100 DOLLARS (\$398.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 10th day of October, 1947.

WHEREAS, the above bounden SAN DIEGO GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to the provisions of the "Lighting District Ordinance of 1938" and amendments thereto to do all work upon CURTIS STREET, DUMAS STREET, ELLIOTT STREET, FREEMAN STREET, GOLDSMITH STREET, HOMER STREET, IBSEN STREET, JAMES STREET, KINGSLEY STREET, LYTTON STREET, CHATSWORTH BOULEVARD, ROSECRANS STREET, POINSETTIA DRIVE, JONQUIL DRIVE, NARCISSUS DRIVE, HYACINTH DRIVE, AZALEA DRIVE, WISTARIA DRIVE, LOTUS DRIVE, PLUMOSA DRIVE and AMARYLLIS DRIVE, within the limits and as particularly described in Resolution of Intention No. 85144, adopted by the Council of said City on February 4, 1947, 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 GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

(SEAL)
ATTEST:
R. C. CAVELL,
Secretary

By SAN DIEGO GAS & ELECTRIC COMPANY
A. E. HOLLOWAY, Vice President in Charge
Principal of Sales
THE TRAVELERS INDEMNITY COMPANY (SEAL)
By CHARLES L. JANECK
Surety Attorney-in-Fact

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 10th day of October, 1947, before me personally came CHARLES L. JANECK to me known, who being by me duly sworn, did depose and say: that he is Attorney(s)-in-Fact of THE TRAVELERS INDEMNITY COMPANY, the Corporation described in and which executed the foregoing instrument; that he know(s) the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority granted to him in accordance with the By-Laws of the said Corporation, and that he signed his name thereto by like authority.

FRANCES S. BOWERS (SEAL)
Notary Public

My Commission Expires August 17, 1950

I hereby approve the form of the foregoing Undertaking this 24th day of October, 1947.

J. F. DuPAUL, 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. 87203 passed and adopted on the 30th day of September, 1947, require and fix the sum of \$398.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK
City Clerk of The City of San Diego, California

By HELEN M. WILLIG, Deputy

CONTRACT FOR STREET LIGHTING.

Loma Portal Lighting District No. 1

THIS AGREEMENT, made and entered into this 28th day of October, 1947, by and between, SAN DIEGO 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 performed, ^{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 or along the following streets, in the City of San Diego, California, to-wit:

CURTIS STREET, between the northwesterly line of Rosecrans Street and the southeasterly line of Chatsworth Boulevard;

CURTIS STREET, between the northwesterly line of Chatsworth Boulevard and the southerly prolongation of the westerly line of Lot 77, Point Loma Villas;

DUMAS STREET, between the northwesterly line of Rosecrans Street and the southeasterly line of Chatsworth Boulevard;

ELLIOTT STREET, between the northwesterly line of Rosecrans Street and the northwesterly line of Plumosa Park;

FREEMAN STREET, between the northwesterly line of Rosecrans Street and the southerly line of Chatsworth Boulevard;

GOLDSMITH STREET, between the northwesterly line of Rosecrans Street and the southerly line of Chatsworth Boulevard;

HOMER STREET, between the northwesterly line of Rosecrans Street and the southerly line of Chatsworth Boulevard;

IBSEN STREET, between the northwesterly line of Rosecrans Street and the southerly line of Chatsworth Boulevard;

JAMES STREET, between the northwesterly line of Rosecrans Street and the southeasterly line of Chatsworth Boulevard;

KINGSLEY STREET, between the northwesterly line of Rosecrans Street and the southeasterly line of Chatsworth Boulevard;

The southwesterly 35.00 feet of LYTTON STREET, between the northwesterly line of Rosecrans Street and the northeasterly prolongation of the southeasterly line of Evergreen Street;

LYTTON STREET, between the northeasterly prolongation of the southeasterly line of Evergreen Street and the northwesterly termination of said Lytton Street in Chatsworth Boulevard;

CHATSWORTH BOULEVARD, between its southeasterly termination in Lytton Street and the northwesterly prolongation of the southwesterly line of Curtis Street;

The northwesterly 45.00 feet of ROSECRANS STREET, between the southeasterly prolongation of the northeasterly line of Curtis Street and the southwesterly line of Lytton Street;

POINSETTIA DRIVE, between the northeasterly line of Elliott Street and the northeasterly line of Plumosa Park;

JONQUIL DRIVE, for its entire length in Plumosa Park;

NARCISSUS DRIVE, for its entire length in Plumosa Park;

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

AZALEA DRIVE, for its entire length in Plumosa Park;

WISTARIA DRIVE, between the southeasterly line of Azalea Drive and the northeasterly line of Plumosa Park;

LOTUS DRIVE, for its entire length in Plumosa Park;

PLUMOSA DRIVE, for its entire length in Plumosa Park; and

AMARYLLIS DRIVE, between the southeasterly line of Poinsettia Drive and the northeasterly line of Lotus Drive.

Such furnishing of electric current shall be for a period of one year from and including June 28, 1947, to-wit, to and including June 27, 1948.

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 - Loma Portal Lighting District No. 1", filed July 3, 1947 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 Ninety-one and 80/100 Dollars (\$1,591.80) 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 "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 Public Utilities 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 Gas & Electric Company, or by or through any action of the Public Utilities 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 Ninety-one and 80/100 Dollars (\$1,591.80) 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 the provisions of the "Lighting District Ordinance of 1938" and amendments thereto and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of One Thousand Five Hundred Ninety-one and 80/100 Dollars (\$1,591.80).

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 "Lighting District Ordinance of 1938" and amendments thereto will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

(SEAL)

ATTEST:
R. C. CAVELL
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY
Vice President in Charge of Sales

THE CITY OF SAN DIEGO.
By G.C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
CHESTER L. DORMAN
VINCENT T. GODFREY
Members of the Council

ATTEST:
FRED W. SICK
City Clerk (SEAL)
By HELEN M. WILLIG, Deputy

I hereby approve the form of the foregoing Contract, this 24th day of October, 1947.

J. F. DuPAUL, 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 Gas & Electric Company for San Diego Lighting District No. 2; being Document No. 378973.

FRED W. SICK
City Clerk of The City Clerk of San Diego, California
By F. W. Sicken Deputy

UNDERTAKING FOR STREET LIGHTING.
San Diego Lighting District No. 2

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE TRAVELERS INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE THOUSAND EIGHT HUNDRED FIFTY-SIX and no/100 DOLLARS (\$3,856.00) lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 10th day of October, 1947.

WHEREAS, the above bounden SAN DIEGO GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to the provisions of the "Lighting District Ordinance of 1938" and amendments thereto, to do all work upon SECOND AVENUE, THIRD AVENUE, FOURTH AVENUE, FIFTH AVENUE, SIXTH AVENUE, A STREET, B STREET, C STREET, BROADWAY, E STREET, F STREET and MARKET STREET, within the limits and as particularly described in Resolution of Intention No. 85349, adopted by the Council of said City March 4, 1947, 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 GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

(SEAL)

ATTEST:
R. C. CAVELL,
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY, Vice President in Charge
Principal of Sales

THE TRAVELERS INDEMNITY COMPANY
By CHARLES L. JANECK
Surety Attorney-in-Fact

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 10th day of October, 1947, before me personally came CHARLES L. JANECK to me known, who being by me duly sworn, did depose and say: that he is Attorney(s)-in-Fact of THE TRAVELERS INDEMNITY COMPANY, the Corporation described in and which executed the foregoing instrument; that he know(s) the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority granted to him in accordance with the By-Laws of the said Corporation, and that he signed his name thereto by like authority.

FRANCES S. BOWERS (SEAL)
Notary Public

My Commission Expires August 17, 1950

I hereby approve the form of the foregoing Undertaking this 24th day of October, 1947.

J. F. DuPAUL, 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. 87164 passed and adopted on the 30th day of September, 1947, require and fix the sum of \$3,855.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK
City Clerk of The City of San Diego
By HELEN M. WILLIG, Deputy

CONTRACT FOR STREET LIGHTING.

San Diego Lighting District No. 2

THIS AGREEMENT, made and entered into this 28th day of October, 1947, by and between SAN DIEGO 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 or along the following streets, in the City of San Diego, California, to-wit:

SECOND AVENUE, between the south line of B Street and the north line of Broadway;
THIRD AVENUE, between the south line of A Street and the north line of Market Street;
FOURTH AVENUE, between a line parallel to and distant 14.00 feet north of the south line of Ivy Street and the north line of Market Street;
FIFTH AVENUE, between the south line of Laurel Street and the north line of K Street;
SIXTH AVENUE, between the south line of A Street and the north line of Island Avenue;
A STREET, between a line parallel to and distant 14.00 feet west of the east line of Second Avenue and a line parallel to and distant 100.00 feet east of the east line of Sixth Avenue;
B STREET, between a line parallel to and distant 100.00 feet west of the west line of Second Avenue and a line parallel to and distant 100.00 feet east of the east line of Sixth Avenue;
C STREET, between a line parallel to and distant 100.00 feet west of the west line of Second Avenue and a line parallel to and distant 100.00 feet east of the east line of Sixth Avenue;
BROADWAY, between a line parallel to and distant 100.00 feet west of the west line of Second Avenue and a line parallel to and distant 100.00 feet east of the east line of Sixth Avenue;
E STREET, between a line parallel to and distant 12.00 feet west of the east line of India Street and a line parallel to and distant 100.00 feet east of the east line of Sixth Avenue;
F STREET, between the east line of Columbia Street and a line parallel to and distant 100.00 feet east of the east line of Sixth Avenue; and
MARKET STREET, between the southerly prolongation of the east line of State Street and the west line of Seventh Avenue.

Such furnishing of electric current shall be for the period of time from and including July 1, 1947, to-wit, to and including June 30, 1948.

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. 2", filed July 10, 1947 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 Fifteen Thousand Four Hundred Twenty-three and 36/100 Dollars (\$15,423.36) in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "San Diego 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 Public Utilities 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 Gas & Electric Company, or by or through any action of the Public Utilities Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Fifteen Thousand Four Hundred Twenty-three and 36/100 Dollars (\$15,423.36) shall be paid out of any other fund than said special fund designated as "San Diego Lighting District No. 2 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and amendments thereto and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Fifteen Thousand Four Hundred Twenty-three and 36/100 Dollars (\$15,423.36).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" and amendments thereto 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.

ATTEST:
R. C. CAVELL,
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY
Vice President in Charge of Sales

THE CITY OF SAN DIEGO.
By G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
CHESTER L. DORMAN
VINCENT T. GODFREY
Members of the Council

ATTEST:
FRED W. SICK
City Clerk (SEAL)
By HELEN M. WILLIG, Deputy

I hereby approve the form of the foregoing Contract, this 24th day of October, 1947.
J. F. DuPAUL, 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 Gas & Electric Company for Loma Portal Lighting District No. 1; being Document No. 378972.

FRED W. SICK
City Clerk of The City of San Diego, California
By F. W. SICK Deputy

KNOW ALL MEN BY THESE PRESENTS, That CROOK COMPANY, a corporation, as Principal and MARYLAND CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of MARYLAND as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SEVEN HUNDRED FIFTY-ONE and no/100 Dollars (\$751.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 23rd day of October, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

- 1- Sullivan 150 cubic foot capacity air compressor,

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

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

CROOK COMPANY (SEAL)
By W. D. CROOK, President
Principal
MARYLAND CASUALTY COMPANY (SEAL)
By FRANCES GRAY Surety
Attorney-in-Fact

ATTEST:
HARRY B. HOUSER

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this TWENTY THIRD day of OCTOBER in the year one thousand nine hundred and FORTY SEVEN, before me L. W. SUDMEIER a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared FRANCES GRAY known to me to be duly authorized Attorney-in-Fact of MARYLAND CASUALTY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of said Corporation, and the said FRANCES GRAY acknowledged to me that he subscribed the name of the MARYLAND CASUALTY COMPANY as Surety, and his own name as Attorney-in-Fact.

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

(SEAL) L. W. SUDMEIER
Notary Public in and for said County and State
My Commission Expires April 11, 1948

I hereby approve the form of the within Bond, this 24th day of October, 1947.
J. F. DuPAUL, City Attorney
By J. H. MCKINNEY
Deputy City Attorney

I hereby approve the foregoing bond this 24th day of October, 1947.
F. A. RHODES, 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 23rd day of October, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and CROOK COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

- 1 - Sullivan Post-War Series WK-80 Model 150 Two-stage air-cooled portable air compressor with Buda 5-cylinder Post-War overhead valve engine with magneto ignition, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 377363, EXCEPT mounted on shipping skid.

Said contractor hereby agrees to furnish and deliver the equipment above described at and for the price of \$3002.00, exclusive of the California State Sales Tax which will be paid by the City.

Delivery f.o.b. City Shops, 20th and B Streets, San Diego, California, from factory stock within thirty days after receipt of purchase order, subject to delays beyond contractor's control.

Said City, in consideration of the furnishing and delivery of said equipment by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said equipment by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Three Thousand Two and no/100 Dollars (\$3002.00), exclusive of the California State Sales Tax.

Said payment will be made in accordance with the purchase order and delivery.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies were engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions:

It is therefore mutually understood and agreed anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor the City, pursuant to resolution of the City Council, may---

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (30) (days); or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 87237 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.

By F. A. RHODES, City Manager

ATTEST:

HARRY D. HOUSER

CROOK COMPANY (SEAL)

By W. D. CROOK

Contractor

I hereby approve the form and legality of the foregoing contract this 24th day of October, 1947.

J. F. DuPAUL, 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 Crook Company for furnishing One - Sullivan 150 cubic foot capacity air compressor; being Document No. 379048.

FRED W. SICK

City Clerk of The City of San Diego, California

By J. H. McKinney Deputy

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 21st day of Oct., 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter designated as the "lessor", and the SAFWAY STEEL SCAFFOLDS CO., of Los Angeles, California, hereinafter designated as the "lessee", WITNESSETH:

That the lessor, in consideration of the premises and of the rentals herein agreed to be paid by the lessee and other covenants, conditions and agreements to be performed and carried out by the lessee hereby leases and demises to the said lessee, and the said lessee hereby takes and accepts from said lessor, the right and privileges of the lessor to use and occupy the following described parcel of land:

The easterly 230 feet of the southerly 174.9 feet of the westerly half of Lot C in the westerly half of P.L. 262 in the City of San Diego, according to Plat No. B-33.2 thereof, attached hereto,

for the term hereinafter stated.

In further consideration of the mutual understandings herein set forth, it is agreed as follows:

1. That the lessee shall pay the lessor on or before the 10th day of the month in advance, as rental for the above described property at the office of the City Treasurer, the sum of Seventy-five Dollars (\$75.00) for each and every month during the term of this lease agreement.

2. That the term of this lease agreement shall be for one year commencing on the 1st day of October, 1947, and ending on the 30th day of September, 1948; and it is further provided that in the event the lessee shall comply with all the terms and conditions herein recited, the said lessee shall have the privilege of renewing this agreement for an additional six (6) months period, with the consent and written approval to such renewal by the City Manager of the lessor and shall further have the privilege of renewing this lease for additional six (6) months periods upon the written consent and approval of the said City Manager, provided said lessor does not require the leased premises for the public use, and development of the Mission Bay Improvement project as now or in the future may be set up in any general plan adopted by the City Council.

3. That the above described premises are to be used only for the purpose of carrying on the business of a scaffold rental service.

4. That neither the whole nor any part of this lease shall be assignable or transferable nor shall the lessee have the right to sublet these premises or any part thereof without the written approval and consent of the City Manager of the lessor.

5. That the lessor reserves the right to use the herein described property or any part thereof, for the development of recreation and navigation in the Mission Bay area at such time and in such manner as may be provided in any general plan adopted by the City Council and the lessee shall, within ninety (90) days after written demand to be given by the lessor, remove at its own cost and expense any improvements placed on the said premises by the lessee, which improvements shall in any manner interfere with the carrying out of said plans; provided, however, that the lessee shall not be disturbed in the use of said premises to any greater degree than may be reasonably necessary in carrying out and completing said plans.

6. That at no time during the life of this agreement shall the lessor be called upon or required to make any improvements upon or for the benefit of the premises hereinabove described. Any and all improvements shall be made at the sole expense of the lessee and the lessee hereby covenants that when completed, said improvements shall be free from all mechanics' liens or other liens, and that the lessor shall be free from any liability arising from the construction or equipment of said improvements.

7. That in the event the lessee shall fail or refuse to fulfill in any manner the use and purposes for which the said premises are leased, shall fail or refuse to perform or shall violate any of the terms or conditions herein expressed including the prompt payment of the monthly rental herein provided, then this lease shall immediately terminate and the lessee shall have no further rights hereunder, and the lessor may, at its option at any time thereunder and before such default is finally cured, re-enter and take possession of the leased premises and each and every part thereof and/or terminate this lease agreement and all the rights of the lessee thereunder.

No waiver of default by the lessor in any of the terms and conditions in this lease agreement to be kept, observed or fulfilled by the lessee shall be construed to be or shall act as a waiver of any subsequent default in any of said terms or conditions during the term of this agreement.

8. That the lessee shall abide by all laws and ordinances as now existing and as hereinafter amended or enacted applicable to the use and occupancy of the rented property and shall observe all laws and regulations pertaining to industrial and employment practices and said laws, ordinances and regulations are made a part of this lease with like effect as though the same were expressly set forth herein.

9. That the lessee shall maintain and keep in good repair all structures and improvements upon the leased property, and that no substantial alterations to existing structures or erection of new structures shall be undertaken without permission in writing of the City Manager of said lessor.

10. That the lessee shall carry and pay for the necessary insurance to indemnify and hold the lessor harmless of and from all injuries, damages, claims and demands of every name and nature and the said lessee shall file with the City a copy of a policy of liability insurance protecting the City from any and all of such claims or damages in the amount of \$5,000/\$10,000 public liability and \$1000.00 property damage.

11. That the lessee shall keep the leased premises in a neat and sanitary condition, free and clear of debris of every nature and shall dispose of any and all garbage, trash and other waste, in an approved manner.

12. That the lessee shall return the leased property in good order, condition and repair, reasonable use and wear thereof excepted, provided, however, that within ninety (90) days after termination of this lease agreement the lessee will remove at its own expense and risk all structures erected by said lessee and restore the land as nearly as possible to the condition existing at the date of this lease agreement, unless otherwise directed by the City Manager of the lessor.

13. That the lessor by and through its City Manager reserves the right and privilege to terminate, change and modify this lease upon proper notification to the lessee without incurring any liability whatsoever to the lessee for any damage or loss occasioned by any such termination, change or modification, and it is further agreed that this lease is terminable by either party hereto upon thirty (30) days written notice to the other party.

14. It is hereby covenanted and agreed that this lease and the interest of the lessee hereunder shall not, without the written consent of the lessor first had and obtained, be subject to garnishment or sale under execution in any suit or proceeding which may be brought against or by said lessee and that this lessee shall, at the option of said lessor cease and terminate upon said lessee being by any court adjudged a bankrupt or insolvent person or corporation, or upon said lessee making an assignment for the benefit of creditors.

15. It is further covenanted and agreed that each of the terms, conditions, agreements, obligations and requirements of this lease shall extend to and bind not only the parties hereto, but each and every one of the heirs, executors, administrators, representatives, successors and assigns of the lessee, and that each and all of the stipulations, agreements, conditions and covenants contained in this lease shall be construed as covenants.

running with the land.

IN WITNESS WHEREOF, this lease agreement is executed by The City of San Diego, acting by and through its City Manager, pursuant to Resolution No. 87183 authorizing such execution; and the lessee has caused this lease agreement to be executed and its corporate name and seal to be hereunto affixed by its proper officers, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO, Lessor,
By F. A. RHODES, City Manager
SAFWAY STEEL SCAFFOLDS CO. (SEAL)
Lessee,
By H. E. BUCKINGHAM, Vice Pres.

I HEREBY APPROVE the form and legality of the foregoing Lease Agreement this 22nd day of October, 1947.

J. F. DuPAUL, 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 Agreement with Safway Steel Scaffolds Co. for portion Lot c in P/L. 252; being Document No. 379098.

FRED W. SICK
City Clerk of The City of San Diego, California

By J. H. McKinney Deputy

SUPPLEMENTAL AGREEMENT NUMBER ONE

TO

LEASE AGREEMENT DATED SEPTEMBER 18, 1947

BETWEEN

THE UNITED STATES OF AMERICA
AND

THE CITY OF SAN DIEGO, CALIFORNIA

THIS SUPPLEMENTAL AGREEMENT NUMBER ONE, made and entered into as of the 10th day of Oct., 1947, by and between the UNITED STATES OF AMERICA, acting by and through its Navy Department, hereinafter referred to as the Lessor, and THE CITY OF SAN DIEGO, CALIFORNIA, a municipal corporation of the State of California, acting by and through its duly authorized representatives hereinafter called the Lessee:

W I T N E S S E T H:

WHEREAS, the Lessor by three certain proceedings in condemnation filed in the District Court of the United States in and for the Southern District of California, Southern Division entitled

UNITED STATES OF AMERICA, Plaintiff	}	(- Civil No. 30
v. Certain Parcels of land in the County of San Diego, State of California, A. H. Frost Company, a corporation, et al., Defendants;		
United States of America, Plaintiff	}	(- Civil No. 190 SD
v. 856.1 Acres of Land, More or Less in San Diego County, California, The Scripps Newspapers, Inc., et al. Defendants; and		
United States of America, Plaintiff	}	(- Civil No. 225-SD
v. 577.714 Acres of Land, More or less in the County of San Diego, State of California, Alice A. O'Toole, et al. Defendants;		

acquired the fee simple title to certain lands for the development and operation of an airfield and facilities in connection with the activities of the United States Naval Auxiliary Air Station, Miramar, California; and

WHEREAS, by Lease Agreement, dated September 18, 1947, hereinafter referred to as the basic lease, the Lessor granted, permitted and authorized the joint use and occupancy by the Lessee of any and all of a certain tract or parcel of land, together with those improvements, facilities and installations as are located thereon, and further granted, and demised, leased and let unto the Lessee any and all of another certain tract or parcel of land, together with those improvements, facilities and installations as are located thereon, and further granted, permitted and authorized the joint use and occupancy by the Lessee of any and all of a certain temporary access road, said lands and facilities being shown and delineated upon the map attached and entitled Exhibit "A" to the Basic Lease; and

WHEREAS, application has been made by the Lessee for the temporary use and occupancy of certain space within buildings retained by the Lessor, pending the erection or construction of suitable accommodations on the lands leased and let unto the Lessee by the Basic Lease; and

WHEREAS, the use and occupancy of said building space will not interfere with the contemplated usage of the buildings by the Lessor and the Lessor being desirous of making the said building space temporarily available to the Lessee.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements hereinafter set forth, the Lessor hereby grants to the Lessee permission to occupy and use the following:

- A. The exclusive use of Building Number 101 at said air station as located on Exhibit "A" to the Basic Lease and as shown by floor plan on the drawing entitled Exhibit "B" attached hereto and made a part hereof, said building containing a floor space

of approximately 551 square feet.

- B. The exclusive use of approximately 948 square feet of floor space within Building Number 1 at said air station as located on Exhibit "A" to the Basic Lease and as shown by floor plan on the drawing entitled Exhibit "B" attached hereto and made a part hereof.
- C. The joint use, in common with the Lessor and with others authorized by the Lessor, of the Ladies' Powder Room, Ladies' Toilet and Men's Toilet located within Building Number 1 and shown and labeled on Exhibit "B".
- D. The right of way for the employees, agents, airline passengers, agents employees, guests, agents' guests, agents patrons, agents' invitees and invitees of the Lessee, in common with the Lessor and those authorized by the Lessor, to travel from the main gate of said air station to the said buildings subject to such reasonable rules and regulations as may be prescribed by the local representative of the Navy Department.

THE PERMISSION AND AUTHORIZATION HEREIN GRANTED shall be subject to the following terms and conditions:

1. This Supplemental Agreement Number One shall be and become effective as of the date of its execution, and shall be indeterminate and revocable at the option and discretion of the Lessor, or by its duly authorized representative.
2. The Lessee has examined and knows the condition of the demised premises as of the date hereof. It is understood by the Lessee that the said premises are granted as they are and the Lessee acknowledges that no agreement or promise to decorate, alter, repair or improve said premises, either before or after the execution of this agreement not contained herein, has been made and that no representations as to the condition and repair thereof have been made by the Lessor prior to or at the time of the execution of this agreement that are not herein expressed.
3. The Lessee shall pay all charges for water, heat and electric current, furnished by the Lessor, upon the basis of meter readings or such other methods as may be determined by the Local representative of the Navy Department.
4. The Lessee shall have the right, during the existence of this agreement, to make alterations, attach fixtures and signs in and upon the portion of the premises used by the Lessee, either exclusively or jointly, provided the installation or erection of such alterations, fixtures, or signs, in each instance shall be approved by the local representative of the Navy Department, in advance, which said fixtures, additions and signs shall be removed by the Lessee, and the premises restored in accordance with the requirements of Clause Number 5 hereof, if such restoration is required by the Lessor.
5. That on or before the date of the termination of this agreement by the Lessee, the Lessee shall vacate the Lessor's premises, remove all of its property therefrom and restore the premises to a condition satisfactory to the Lessor. If, however, this agreement is revoked by the Lessor, the Lessee shall vacate the premises remove its property therefrom and restore the premises as aforesaid within such time as the Lessor may designate. In either event, if the Lessee shall fail or neglect to remove said property and to restore the premises, then at the option of the Lessor, said property of the Lessor without compensation therefor, or the Navy Department may cause the property to be removed, and the premises to be restored at the expense of the Lessee and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work.
6. The Lessee agrees that, continuously during the term of this agreement, or any renewal term, the demised premises will be operated as a public airport. The Lessee further agrees that unless utilized exclusively for military purposes, the premises will at all times be operated for the benefit of the public, on reasonable terms and without unjust discrimination and without any grant or exercise of any exclusive right for the use of the premises or any of the facilities thereon in air commerce. The Lessee agrees that it will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform all of the covenants and agreements herein made, unless by such transaction the obligation to perform such covenants and agreements is assumed by another public agency. The Lessee in connection with the operation of the facilities covered by this agreement shall comply with all rules and regulations applicable to the operation and management of public airports of the Navy Department, the Civil Aeronautics Board and the United States Department of Commerce, acting by and through the Civil Aeronautics Administration.
7. The Lessee shall have the right and privilege of contracting with any commercial air carrier, certified by the Civil Aeronautics Board for the use of the facilities at said premises for the loading and unloading of carrier aircraft, with the right of collecting all fees and revenues therefrom. The Lessee shall have the right to provide through concessions or operational or management agreements for the operation of any business or enterprise which is reasonably necessary to the proper conduct and operation of a public airport and for the convenience of the general public using air transportation facilities in domestic and foreign commerce. The Lessee agrees that it will not authorize the use or occupancy of any part or portion of the demised premises or any facility thereon, by any third party whatsoever, unless such use and occupancy is evidenced by some instrument, in writing, and signed by such third party. The Lessee agrees that it will not execute any lease, license, permit, operational or management agreement, or any other instrument affecting the demised premises, or any portion or facility thereof or interest therein to accomplish such purposes, unless thirty (30) days' notice of its intention so to do, in writing, has been received by the Chief of the Bureau of Yards and Docks, Navy Department, Washington, District of Columbia, and the representative of the Lessor herein named. A copy of the instrument in question shall be attached to such notice. No such instrument shall be valid prior to the written approval and consent of the Chief of the Bureau of Yards and Docks. The said instrument shall state the date upon which it will be executed. After such execution properly certified copies of all such instruments shall be furnished the Chief of the Bureau of Yards and Docks and the said representative of the Government.
8. The Lessee, in so far as is within its power and reasonably possible, will prevent any use of the land either within or without the boundaries of the premises, including the construction, erection, alterations, or growth, of any structure or other object thereon, which would be a hazard to the landing, take-off, or maneuvering of aircraft at the airfield, or otherwise limit its usefulness as an airport.
9. The Lessee agrees that in any contract or agreement entered into between it and any commercial air carrier or other aircraft, under which such carrier or aircraft is authorized to operate at said premises, or in any lease, license, permit or other instrument under which any concessionaire is authorized to use any of the facilities upon the demised premises, the Lessee shall require such commercial air carrier, other aircraft or concessionaire, to keep and maintain in force liability insurance policies in an amount or amounts sufficient to indemnify and save harmless the Lessor against any expense, claims or demands for the death or injury of any person, or loss, destruction or damage to property of the Lessor occasioned by the operation of aircraft at said airfield or the use and occupancy of any of

the facilities thereon by any third parties.

10. In the event that death or injury occurs to any person, or loss, destruction, or damage occurs to any property in connection with the maintenance, operation, repair, or use of the demised premises and the facilities covered hereunder, occasioned by the acts or omissions of the Lessee, its officers, agents or employees, or by the operation of any aircraft (other than aircraft of the United States of America), or other means of transportation, the Lessee agrees, in so far as it can lawfully do so, to indemnify and save harmless the Lessor from and against any loss, expense, claims or demands to which the Lessor may be subjected as a result of such death, loss, destruction or damage.

11. The Lessor shall not be responsible for damages to property or injury to persons which may arise incident to the exercise of the rights and privileges herein granted, nor for damages to property of any carrier or other aircraft or for damages to property or injury to the persons or officers, agents or employees of any carrier or others who may be on the said premises at its or their invitation.

12. That any property of the Lessor damaged or destroyed by the Lessee incident to the exercises of the privileges herein granted shall be promptly repaired or replaced by the Lessee to the satisfaction of the representative of the Lessor herein named, or in lieu of such repair or replacement, the Lessee shall, if required by the Lessor, pay a sum of money sufficient in amount to compensate for the loss sustained by the Lessor by reason of damages to or destruction of Government property.

13. The Lessee shall store no materials or supplies in or about the said premises which will increase the fire hazard or constitute an unusual risk in that connection, and the Lessee shall at all times use the premises in such manner as not to endanger property of the Lessor.

14. This agreement is restricted and the privileges herein granted shall not be assigned or succeeded to in any manner except by operation of law, without the consent of the Lessor obtained before hand, in writing, and in case of such assignment or succession, so consented to, all of the foregoing conditions and provisions shall apply to such substituted Lessee.

15. The Lessor reserves the right to enter the said premises at any time during the existence of this agreement for the purpose of inspecting the same in order to determine whether the terms hereof are being observed and carried out by the Lessee.

16. All disputes concerning questions of fact arising under this agreement shall be decided by the Chief of the Bureau of Yards and Docks subject to written appeal within thirty (30) days to the Secretary of the Navy or his duly authorized representative, whose decision shall be final and conclusive upon the respective parties.

17. All activities authorized hereunder shall be subject to such reasonable rules and regulations, as regards supervision or otherwise, as may from time to time, be prescribed by the Lessor or by the Commander, Naval Air Bases, Eleventh Naval District, Headquarters, San Diego, California, who is hereby designated as the local representative of the Navy Department.

18. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this permit, or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if such permit be for the general benefit of such corporation or company.

IN WITNESS WHEREOF, The Navy Department, on behalf of the United States of America, has caused this agreement to be executed and The City of San Diego has caused this agreement to be executed by its City Manager, pursuant to resolution of the Council of said City authorizing such execution, this 10th day of Oct., 1947.

THE UNITED STATES OF AMERICA,
By L. E. GEHRES
Commander, Naval Air Bases,
Eleventh Naval District
By direction of the Chief of the
Bureau of Yards and Docks, acting
under the direction of the Secretary
of the Navy.

THE CITY OF SAN DIEGO, CALIFORNIA
By F. A. RHODES, City Manager

I, Fred W. Sick certify that I am the City Clerk of The City of San Diego, the political subdivision named herein; that F. A. Rhodes, who signed on behalf of said political subdivision, was then City Manager thereof; that the foregoing instrument was duly signed for and in behalf of said The City of San Diego by authority of its governing body, and is within the scope of its corporate powers.

FRED W. SICK
City Clerk of the City of San Diego, California (SEAL)

I HEREBY APPROVE the form and legality of the foregoing Lease Agreement this 10th day of October, 1947.

J. F. DuPAUL, City Attorney,
By J. H. McKINNEY,
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Supplemental Agreement No. 1 re Lease with U.S.A. for use of Miramar Naval Auxiliary Air Station; being Document No. 379120.

FRED W. SICK
City Clerk of the City of San Diego, California

By J. H. McKinney Deputy

A G R E E M E N T

THIS AGREEMENT, Made and entered into this 30th day of Oct., 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation, party of the first part, hereinafter sometimes designated as the "City" or "Lessor", and TECHNICAL AND SCIENTIFIC SOCIETIES COUNCIL OF SAN DIEGO, an Association consisting of Paul E. Wedgewood, Chas. F. B. Price, Bernard Gross, John R. Lyons and others, party of the second part, hereinafter designated as "Lessees", WITNESSETH:

That whereas, the party of the second part is desirous of leasing from The City of San Diego that certain building located in Balboa Park and known as the FEDERAL BUILDING, for

a period of six (6) days from November 17th to November 22nd, 1947, inclusive, for the purpose of holding the Third Annual Conference and Exhibition; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

1. In consideration of the matters and things hereinafter set forth, The City of San Diego does hereby lease and let to The Technical and Scientific Societies Council of San Diego, an association, and The Technical and Scientific Societies Council of San Diego, an association does hereby take and accept from The City of San Diego, the premises and improvement hereinabove mentioned and located in Balboa Park and belonging to the City for the time and purpose hereinabove mentioned. The Lessee agrees to pay the City for the use of said Building, the sum of One Thousand Dollars (\$1000.00) or fifteen per cent (15%) of the gross receipts during the time it is used, whichever is the greater; provided that the income from the rental of exhibit space and admissions will amount to one thousand dollars after deducting the cost of the insurance policy prescribed by paragraph 18 of the contract, the printing of tickets and programs, and all Federal, State and City taxes. In the event that the income from the rental of exhibit space and admissions, after the deductions stated, does not amount to One Thousand Dollars, then the minimum payment for the use of said building shall not exceed the amount of such net proceeds.

Said payments to be made on the day following the last day of usage or occupancy by the said party of the second part.

2. "Gross receipts" of the lessee is defined to mean the amount received from the operation and use of said building by the lessee whether the same be from the sale of tickets or money received in any other manner; however, sums paid for federal, state or city taxes are not to be considered as a part of the gross receipts and are excluded therefrom.

3. The lessee agrees to provide police protection and to secure its own employees while using said building, at his own expense.

4. Nothing in this agreement shall be construed as making the lessee an agent or employee of the City for any purpose, nor as creating between the City and the lessee, a relation of partnership or joint adventure.

5. The lessee agrees to operate in such a manner as to conform with all federal, state and municipal laws, ordinances and rules and said lessee agrees for himself, his agent and employees to hold the City free from any and all liability or obligations arising out of the operation of said premises or the carelessness, negligence or improper conduct of said lessee, his agent or employees and said lessee agrees to reimburse the City, its officers and agents, for all expenses, costs and judgments arising from a breach of these conditions.

6. Violation of any of the provisions of this contract shall be cause for the immediate cancellation of said contract without any liability upon the said City of San Diego.

7. The City Auditor and Comptroller shall have the right to examine any and all financial records appertaining to the operations of the lessee permitted under this agreement. The lessee agrees to keep records which will adequately reflect all financial transactions of his business and to the satisfaction of the City Auditor and shall make available to the Auditor and Comptroller such records at any time as may be necessary for auditing purposes.

8. Time is of the essence of all the terms, conditions and provisions of this agreement.

9. The lessee agrees to remove all his personal property, goods, chattels and effects from said building immediately upon the expiration of the time for which he has leased the same, and in the event that said lessee fails to remove said property the City shall have the right and privilege to remove the same or place it in storage for said lessee.

10. The lessee states that no representation as to the condition of the premises has been made by said City and that the lessee has made a thorough inspection of said premises and relies wholly on said inspection and agrees to accept said building in the condition existing on the date hereof. Said lessee further agrees to return the premises to the City at the expiration or other termination of this agreement in as good condition as when received, reasonable wear, tear and damages by the elements excepted.

11. It is understood and agreed that all repairs, improvements, alterations, installations and construction in and on the premises set forth in this lease shall be made subject to the approval of the City Manager and all improvements of a permanent nature in or to the premises shall be considered as fixtures and remain as a part of the premises upon the termination of this lease.

It is further understood that all such repairs, improvements, alterations, installations and construction made by the lessee shall be at his own cost and expense.

12. The lessee agrees not to use or store, or permit to be used or stored on the premises, any substances or article or commodities in such a manner as to impair or render void any fire insurance upon the building or premises herein mentioned.

13. It is understood and agreed that any food or drink concession which may be had in connection with this lease shall be retained by the City or a city concessionaire.

14. The lessee waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the electrical apparatus or wires of said building or premises, or by reason of any loss or impairment of light or current which may occur from time to time from any cause or for any loss or damage sustained by the lessee resulting from war, fire, water, storm, civil commotion or riots, and the lessee waives all rights, claims and demands and forever releases and discharges the said City and its officers and agents from any of said causes.

15. The lessee waives any and all claims for compensation for any and all loss or damage sustained by reason of any interference by any public agency or official in the operation of said premises.

16. The lessee agrees to refer all disputes to the City Manager of The City of San Diego and agrees to abide by his decision and at the request of the City Manager and without the making of specific charges, agrees to discharge any employee who is unsatisfactory to said City.

17. The lessee shall not sublet or sublease or assign any right or interest held by him under the terms of this lease without the written approval of the City Manager.

18. The lessee agrees at his own cost to secure and file with the City of San Diego an indemnity and public liability insurance policy written by a company authorized to do business in the State of California and satisfactory to the City Manager of the City of San Diego; said bond to be kept in force throughout the period of this agreement and in the event that any such bond or insurance policy is cancelled or that the Company which has written the same shall cease to be financially responsible to the satisfaction of the City Manager of the City of San Diego, then upon notice by the City to said lessee another policy of insurance similar in amount and written by a company satisfactory to the City Manager shall forthwith be substituted for the other policy. Said policy of insurance shall be a public liability policy in an amount of not less than \$50,000.00 nor more than \$100,000.00 with The City of San Diego named as an additional assured.

It is also understood and agreed that if lessee shall have employees that he shall secure policies of workmen's compensation insurance covering all such employees.

19. In consideration of the rental agreed to be paid by the lessee, the City agrees to furnish the building hereinabove mentioned and to furnish such utilities as light, water, and heat.

The City also agrees to furnish janitor service and to furnish portable bleachers now owned by the City for use in said building, if the lessee so desires.

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be executed by its City Manager, acting under and pursuant to a resolution of the City Council, authorizing such execution, and Technical and Scientific Societies Council of San Diego, an association, as lessee, has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,

Lessor,

By F. A. RHODES, City Manager.

TECHNICAL AND SCIENTIFIC SOCIETIES
COUNCIL OF SAN DIEGO,

M.D. Lessee,

By PAUL E. WEDGEWOOD, Chairman
By CHAS. F. B. PRICE, Vice Chairman
By BERNARD GROSS, Council Advisor
By JOHN R. LYONS, Chamber of Commerce

I HEREBY APPROVE the form of the foregoing Agreement this 30th day of October, 1947.

J. F. DuPAUL, 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 Agreement from Technical and Scientific Societies Council of San Diego for six-day lease of the Federal Building in Balboa Park; being Document No. 379152.

FRED W. SICK

City Clerk of The City of San Diego, California

By J. F. DuPaul Deputy

UNDERTAKING FOR STREET LIGHTING.
Five Points Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE TRAVELERS INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE HUNDRED THIRTY-FOUR and no/100 Dollars (\$334.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 22nd day of October, 1947.

WHEREAS, the above bounden SAN DIEGO GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to the provisions of the "Lighting District Ordinance of 1938" to do all work upon INDIA STREET, KETTNER BOULEVARD, CALIFORNIA STREET, MOORE STREET, HANCOCK STREET, WASHINGTON STREET and WINDER STREET, within the limits and as particularly described in Resolution of Intention No. 85560, adopted by the Council on April 8, 1947, 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 GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

(SEAL)

SAN DIEGO GAS & ELECTRIC COMPANY

By A. E. HOLLOWAY, Vice President in Charge
Principal of Sales

ATTEST:

R. C. CAVELL,
Secretary

THE TRAVELERS INDEMNITY COMPANY (SEAL)
By CHARLES L. JANECK
Surety Attorney-in-Fact

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 22nd day of October, 1947, before me personally came CHARLES L. JANECK to me known, who being by me duly sworn, did depose and say: that he is Attorney(s)-in-Fact of The Travelers Indemnity Company, the Corporation described in and which executed the foregoing instrument; that he know(s) the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority granted him in accordance with the By-Laws of the said Corporation, and that he signed his name thereto by like authority.

FRANCES S. BOWERS,

(SEAL)

Notary Public

My Commission Expires August 17, 1950

I hereby approve the form of the foregoing Undertaking this 30th day of October, 1947.

J. F. DuPAUL, 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. 87280 passed and adopted on the 14th day of October, 1947, require and fix the sum of \$334.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK
City Clerk of The City of San Diego, California.

By HELEN M. WILLIG, Deputy

CONTRACT FOR STREET LIGHTING
Five Points Lighting District No. 1

THIS AGREEMENT, made and entered into this 4th day of November, 1947, by and between

SAN DIEGO 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 or along the following streets in the City of San Diego, California, to-wit:

INDIA STREET, between the southeasterly line of Washington Street and the northwesterly line of Chalmers Street;

KETTNER BOULEVARD, between the southeasterly line of Winder Street and the northwesterly line of Chalmers Street;

CALIFORNIA STREET, between a line parallel to and distant 10.00 feet northwesterly from the southwesterly prolongation of the southeasterly line of Pringle Street and the northerly line of Hancock Street;

MOORE STREET, between the southeasterly line of Noell Street and the southwesterly line of California Street;

HANCOCK STREET, between the northwesterly line of Washington Street and the northwesterly line of Chalmers Street;

WASHINGTON STREET, between the northwesterly prolongation of the northeasterly line of Pacific Highway and the northeasterly line of India Street;

WINDER STREET, between the northeasterly line of Hancock Street and the southwesterly line of Kettner Boulevard.

Such furnishing of electric current shall be for a period of one year from and including August 5, 1947, to-wit: to and including August 4, 1948.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Five Points Lighting District No. 1", filed July 24, 1947 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Thousand Three Hundred Thirty-four and 40/100 Dollars (\$1,334.40) 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 Public Utilities 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 Gas & Electric Company, or by or through any action of the Public Utilities Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of One Thousand Three Hundred Thirty-four and 40/100 Dollars (\$1,334.40) 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 the provisions of the "Lighting District Ordinance of 1938", and amendments thereto, and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of One Thousand Three Hundred Thirty-four and 40/100 Dollars (\$1334.40).

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 "Lighting District Ordinance of 1938", and amendments thereto, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

(SEAL)

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY, Vice President in Charge
of Sales

ATTEST:

R. C. CAVELL,
Secretary

THE CITY OF SAN DIEGO.
By G. C. CRARY
CHARLES B. WINCOTE
CHESTER L. DORMAN
CHAS. C. DAIL
VINCENT T. GODFREY
Members of the Council

(SEAL)

ATTEST:

FRED W. SICK
City Clerk
By HELEN M. WILLIG, Deputy

I hereby approve the form of the foregoing contract, this 30th day of October, 1947.

J. F. DuPAUL, 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 Gas & Electric Company for Five Points Lighting District No. 1; being Document No. 379173.

FRED W. SICK
City Clerk of The City of San Diego, California

By J. H. McKinney Deputy

UNDERTAKING FOR STREET LIGHTING
San Diego Lighting District No. 4

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE TRAVELERS INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND THREE HUNDRED NINETY-NINE and no/100 DOLLARS (\$1,399.00) lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 22nd day of October, 1947.

WHEREAS, the above bounden SAN DIEGO GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to the provisions of the "Lighting District Ordinance of 1938", and amendments thereto, to do all work upon TWELFTH AVENUE, NATIONAL AVENUE, IMPERIAL AVENUE, SIXTEENTH STREET, B STREET, C STREET, BROADWAY, E STREET, F STREET and MARKET STREET, within the limits and as particularly described in Resolution of Intention No. 85560, adopted by the Council March 25, 1947, 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 GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST: (SEAL)
R. C. CAVELL,
Secretary

By A. E. HOLLOWAY, Vice President in Charge
Principal of Sales
THE TRAVELERS INDEMNITY COMPANY (SEAL)
By CHARLES L. JANECK, Attorney-in-Fact
Surety

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 22nd day of October, 1947, before me personally came CHARLES L. JANECK to me known, who being by me duly sworn, did depose and say: that he is Attorney(s)-in-Fact of THE TRAVELERS INDEMNITY COMPANY, the Corporation described in and which executed the foregoing instrument; that he know(s) the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority granted to him in accordance with the By-Laws of the said Corporation, and that he signed his name thereto by like authority.

(SEAL) FRANCES S. BOWERS
Notary Public

My Commission Expires August 17, 1950

I hereby approve the form of the foregoing Undertaking this 30th day of October, 1947.

J. F. DuPAUL, 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. 87281 passed and adopted on the 14th day of October, 1947, require and fix the sum of \$1,399.00 as the penal sum of the foregoing Undertaking.

(SEAL) FRED W. SICK
City Clerk of The City of San Diego, California.
By HELEN M. WILLIG, Deputy

CONTRACT FOR STREET LIGHTING.
San Diego Lighting District No. 4

THIS AGREEMENT, made and entered into this 4th day of November, 1947, by and between SAN DIEGO 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 or along the following streets in the City of San Diego, California, to-wit:

- TWELFTH AVENUE, between the south line of Russ Boulevard and the north line of Imperial Avenue;
- NATIONAL AVENUE, between the east line of Twelfth Avenue and the northwesterly line of Sixteenth Street;
- IMPERIAL AVENUE, between the northeasterly line of National Avenue and the west line of Thirteenth Street;
- SIXTEENTH STREET, between the south line of C Street and the south line of Sherman's Addition;
- B STREET, between the west line of Twelfth Avenue and a line parallel to and distant 100.00 feet westerly therefrom;
- C STREET, between the west line of Twelfth Avenue and a line parallel to and distant 100.00 feet westerly therefrom;
- BROADWAY, between a line parallel to and distant 100.00 feet westerly from the west line of Twelfth Avenue and the west line of Fourteenth Street;
- BROADWAY, between the east line of Fourteenth Street and the west line of Fifteenth Street;
- BROADWAY, between the east line of Fifteenth Street and the west line of Sixteenth Street;

E STREET, between a line parallel to and distant 100.00 feet west of the west line of Twelfth Avenue and the west line of Fourteenth Street;

E STREET, between the east line of Fourteenth Street and the west line of Sixteenth Street;

F STREET, between a line parallel to and distant 100.00 feet west of the west line of Twelfth Avenue and the west line of Fourteenth Street;

F STREET, between the east line of Fourteenth Street and the west line of Sixteenth Street; and

MARKET STREET, between a line parallel to and distant 100.00 feet west of the west line of Twelfth Avenue and the west line of Sixteenth Street.

Such furnishing of electric current shall be for the period of time from and including August 1, 1947, to-wit: to and including July 31, 1948.

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. 4", filed July 24, 1947 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 THOUSAND FIVE HUNDRED NINETY-FOUR and 54/100 DOLLARS (\$5,594.54) in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "San Diego Lighting District No. 4 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 Public Utilities 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 Gas & Electric Company, or by or through any action of the Public Utilities 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 Five Thousand Five Hundred Ninety-four and 54/100 Dollars (\$5,594.54) shall be paid out of any other fund than said special fund designated as "San Diego Lighting District No. 4 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938", and amendments thereto, and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Five Thousand Five Hundred Ninety-four and 54/100 Dollars (\$5,594.54).

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 "Lighting District Ordinance of 1938", and amendments thereto, 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.

ATTEST:

R. C. CAVELL
Secretary

(SEAL)

(SEAL)

ATTEST:

FRED W. SICK,
City Clerk
By HELEN M. WILLIG, Deputy

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY
Vice President in Charge of Sales

THE CITY OF SAN DIEGO
By G. C. CRARY
CHARLES B. WINCOTE
CHESTER L. DORMAN
CHAS. C. DAIL
VINCENT T. GODFREY
Members of the Council

I hereby approve the form of the foregoing Contract, this 30th day of October, 1947.
J. F. DuPAUL, 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 Gas & Electric Company for San Diego Lighting District No. 4; being Document No. 379174.

FRED W. SICK
City Clerk of The City of San Diego, California
By J. H. McKinney Deputy

A G R E E M E N T.

THIS AGREEMENT, made and entered into this 30th day of October, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter referred to as the "City," Party of the First Part, and THOMAS R. ROBERTSON, Party of the Second Part, WITNESSETH:

WHEREAS, it is necessary and desirable for the City to have the benefit of the services of an Assistant Director of the Fine Arts Gallery; and

WHEREAS, by Ordinance No. 3475 (New Series) of the ordinances of The City of San Diego, entitled, "An Ordinance creating the position of Assistant Director of the Fine Arts Gallery of The City of San Diego, and providing the method of fixing compensation therefor," the compensation for the position of Assistant Director is declared to be open and contractual; and

WHEREAS, the duties generally of said position are to assist the Director of the Fine Arts Gallery, and to perform any and all duties as may from time to time be assigned to said Assistant Director by the Director of the Fine Arts Gallery;

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

That beginning Nov. 1, 1947, second party will faithfully perform the services and duties of Assistant Director of the Fine Arts Gallery, 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 dollars (\$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. That in no event shall this contract remain or continue in effect for a longer period than the fiscal year ending June 30, 1948.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, and the said second party has hereunto subscribed his name the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By F. A. RHODES, City Manager
THOMAS B. ROBERTSON,
Second Party.

I hereby approve the form and legality of the foregoing contract this 31 day of October, 1947.

J. F. DuPAUL, City Attorney.

By LOUIS M. KARP,
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Thomas R. Robertson for services as Assistant Director of the Fine Arts Gallery; being Document No. 379211.

FRED W. SICK

City Clerk of The City of San Diego, California

By F. Patten Deputy

A G R E E M E N T.

THIS CONTRACT OF EMPLOYMENT, made and entered into this 28th day of October, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and LEONARD L. DOWLING, a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 3429 (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 said City, 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 herein-after recited, the parties hereto agree together as follows:

That beginning October 28th, 1947, second party will faithfully perform the services and duties of Organ Tuner, Balboa Park, as the same are hereinabove described, at the rate Ninety-five and 00/100 dollars (\$95.00) 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-five and 00/100 dollars (\$95.00) per month, payable in two equal semi-monthly installments, that is to say, at the time 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 effect 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, ending June 30, 1948.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, and the said second party has hereunto subscribed his name the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By F. A. RHODES, City Manager
LEONARD L. DOWLING
Second Party.

I hereby approve the form and legality of the foregoing contract this 3rd day of November, 1947.

J. F. DuPAUL, 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 Agreement with Leonard L. Dowling as Organ Tuner, in Balboa Park; being Document No. 379327.

FRED W. SICK

City Clerk of The City of San Diego, California.

By J. P. Witherow Deputy

KNOW ALL MEN BY THESE PRESENTS, That J. P. WITHEROW, as Principal and NEW YORK CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of NEW YORK as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Two hundred thirty-six Dollars (\$236.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 31st day of October, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish all materials, labor, tools, transportation, apparatus, and other expense of every kind and description necessary or incidental to the construction of roofing alterations and additions to the boat house at Santa Clara Point, at Mission Beach, in The City of San Diego, California; and

WHEREAS, the aforesaid penal sum of Two hundred thirty-six Dollars (\$236.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on, or furnish materials, to be used in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his heirs, executors, administrators and 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 Chapter 3 of Division 5 of Title I of the Government Code of the State of California, 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 said Chapter 3, Division 5, Title I of the Government Code provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of Civil Procedure of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the said principal and surety have executed this instrument, the day and year first hereinabove written.

ATTEST:

A. W. MESSNER

J. P. WITHEROW
Principal
NEW YORK CASUALTY COMPANY (SEAL)
Surety
E. T. STARKE
Attorney-in-Fact

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

On this 31st day of October in the year One Thousand Nine Hundred and Forty-seven before me Algy E. Lillcrap a Notary Public in and for the County of San Diego residing therein, duly commissioned and sworn, personally appeared E. T. Starke known to me to be the Attorney-in-Fact of the NEW YORK CASUALTY 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.

ALGY E. LILLCRAP
(SEAL) Notary Public in and for the County of San Diego,
State of California

My Commission Expires May 29th, 1949

I hereby approve the form of the foregoing bond this 4th day of Nov., 1947.

J. F. DuPAUL, City Attorney.
By B. L. COMPARET
Deputy City Attorney

I hereby approve the foregoing bond this 4th day of Nov., 1947.

F. A. RHODES, City Manager

KNOW ALL MEN BY THESE PRESENTS, That J. P. WITHEROW, as Principal and NEW YORK CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of NEW YORK as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of One hundred eighteen Dollars (\$118.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 31st day of October, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish all materials, labor, tools, transportation, apparatus, and other expense of every kind and description necessary or incidental to the construction of roofing alterations and additions to the boat house at Santa Clara Point, at Mission Beach, in the City of San Diego, California; in accordance with the specifications referred to in said contract, and for the contract price therein set forth.

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

J. P. WITHEROW
Principal

ATTEST: A. W. MESSNER

NEW YORK CASUALTY COMPANY (SEAL)

Surety

By E. T. STARKE
Attorney-in-FactSTATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.:

On this 31st day of October in the year One Thousand Nine Hundred and Forty-seven before me Algy E. Lillcrap a Notary Public in and for the County of San Diego residing therein, duly commissioned and sworn, personally appeared E. T. Starke known to me to be the ATTORNEY-IN-FACT of the NEW YORK CASUALTY 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.

ALGY E. LILLCRAP

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

My Commission Expires May 29th, 1949

I hereby approve the form of the within Bond, this 4th day of Nov., 1947.

J. F. DuPAUL, City Attorney

By B. L. COMPARET,
Deputy City Attorney

I hereby approve the foregoing bond this 4th day of Nov., 1947.

F. A. RHODES, 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 4th day of November, 1947, by and between THE CITY OF SAN DIEGO, a municipal 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. P. WITHEROW, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said 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 materials, labor, tools, transportation, apparatus, and other expense of every kind and description necessary or incidental to the construction of roofing alterations and additions to the boat house at Santa Clara Point, at Mission Beach, in The City of San Diego, California; all as more particularly and in detail set forth in those certain specifications contained in Document No. 377772, on file in the office of the City Clerk of said City.

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

Four hundred seventy-two dollars (\$472.00)

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

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

Four hundred seventy-two dollars (\$472.00), said payments to be made as follows:

Upon submission by the Contractor and approval by the City of San Diego of an estimate of the work performed during the preceding fifteen (15) day period, the City will pay 90% of said estimate (less any prior payments made). When the terms of the contract 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 provided in Title IV, Part III, of the Code of Civil Procedure of the State of California, the final 10% due under this contract shall be paid by the City.

Said contractor further agrees not to under let nor assign this contract, or any part thereof, to any one, without the consent of the Council, in writing, having been first obtained.

Said contractor further agrees to be bound by each and every part of said specifications as the same may be interpreted in case of dispute or question by the City Engineer of said City. Further, that contractor will protect from the elements all of the materials and supplies to be used in the performance of said work, and in case of damage to any portion of said work or materials or supplies to be used in the performance of said work by reason of accident, the action of the elements, or any other cause whatsoever, before the final acceptance of said work, the contractor will repair, or replace such damage, at contractor's own cost and expense.

The work shall be conducted under the immediate supervision of the City Engineer, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

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

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 contractor's 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 Laws, as set forth in the Labor Code of the State of California.

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 said Workmen's Compensation, Insurance and Safety Laws, said certificate of the insurance carrier to bear the date of the expiration of said policy.

Said contractor further agrees and covenants that neither said contractor, nor any sub-contractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases 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 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 hours, in violation of the provisions of Section 195 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 Section 197 of the Charter of The City of San Diego, and that the said contractor shall forfeit as a penalty to the City \$10.00 for each alien knowingly employed upon any of the work provided in this contract to be done by the contractor, or by any subcontractor, contrary to the provisions of said Charter, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

The contractor further agrees that in the performance of the work contemplated by this contract said contractor will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the contractor or any subcontractor in the performance of the work contemplated by this contract; and that the contractor shall forfeit as a penalty to the City \$10.00 for each laborer, workman or mechanic employed, for each calendar day or portion thereof such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the contractor, or by any subcontractor:

<u>Trade of Occupation</u>	<u>Wage Per 8-Hour Day.</u>
Carpenters,	\$ 15.20
Painters,	15.60
Laborers - general or construction,	10.80
Truck Drivers - less than 5 tons,	11.40
Roofers (mopped on),	14.00
Any classification omitted herein, not less than	10.80

OVERTIME; Legal holidays, Saturdays and Sundays, and other overtime when permitted by law, to be paid at a rate not less than time and one-half.

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

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

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

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. 87305 of the Council authorizing such execution, and the contractor has hereunto subscribed his name, the day and year in this agreement first above written.

ATTEST:

A. W. MESSNER

I hereby approve the form and legality of the foregoing contract this 4th day of Nov., 1947.

THE CITY OF SAN DIEGO
By F. A. RHODES, City Manager
J. P. WITHEROW,
Contractor

J. F. DuPAUL, City Attorney
By B. L. COMPARET
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with J. P. Witherow for roofing alterations and additions to boat house at Santa Clara Point; being Document No. 379348.

FRED W. SICK
City Clerk of The City of San Diego, California.

By J. P. Witherow Deputy

DEPARTMENT OF COMMERCE

CIVIL AERONAUTICS ADMINISTRATION
WASHINGTON

Airway

San Diego-Los Angeles

LEASE
BetweenCity of San Diego
and
The United States of America

1. This LEASE, made and entered into this 4th day of August in the year one thousand nine hundred and forty-seven by and between City of San Diego whose address is San Diego, California for the heirs, executors, administrators, successors and assigns, hereinafter called the lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

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

2. The lessor hereby leases to the Government the following described premises, viz:

A portion of Lot 1266 of the Pueblo Lands of the City of San Diego, described as follows: From the concrete monument marking the corner common to Pueblo Lots 1289, 1290, 1255 and 1266, go south 14° 26' east 235 feet along the west boundary line of Lot 1266 to the point of beginning; thence N 75° 34' E 100 feet; thence S 14° 26' E 85 feet; thence S 75° 34' W 100 feet; thence N 14° 25' W 85 feet; to the point of beginning; together with a 25' right-of-way for an access road, centerline of which is described as follows: Beginning at a point 12.5 feet N 75° 34' E of the concrete monument marking the corner common to Lots 1289, 1265 and 1266, go S 41° 00' E 195.6 feet to a point; thence S 14° 26' E 60 feet, more or less, to a point on the north boundary line of the leased plot. The above-described right-of-way being in Lot 1266 and containing 0.15 acres, more or less. Bearings are true as determined from established property lines;

And a right-of-way for ingress and egress to and from the premises; a right-of-way or rights-of-way for establishing and maintaining a pole line or pole lines for extending electric power, telephone, and telephone typewriter facilities to the premises; and rights-of-way for subsurface power, communication and water lines to the premises; all rights-of-way to be over the said lands and adjoining lands of the lessor and, unless hereinbefore described by metes and bounds, to be by the most convenient routes;

And the right to establish and maintain beacon lights and other lighting equipment, radio, and other facilities for communication and signaling purposes, and other facilities and equipment for the guidance and operation of aircraft;

And the right of grading, conditioning, installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance or hazard to the operation of aircraft or to the establishment and maintenance of air navigation facilities;

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning August 4, 1947 and ending with June 30, 1948.

4. The Government shall not assign this lease in any event, and shall not sublet the demised premises except to a desirable tenant and for a similar purpose.

5. This lease may, at the option of the Government, be renewed from year to year at a rental of five dollars (\$5.00) per annum, and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the lessor at least 60 days before this lease or any renewal thereof would otherwise expire: Provided that no renewal thereof shall extend the period of occupancy of the premises beyond the 30th day of June, 1962.

6. The lessor shall furnish to the Government, during the occupancy of said premises, under the terms of this lease, as part of the rental consideration, the following:

7. The lessor shall not, during the term of this lease erect any structures on the premises, nor use nor allow the use of the said premises in any manner without the written consent of the Department of Commerce, Civil Aeronautics Administration.

8. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises hereby leased, which fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Government and may be removed therefrom by the Government upon the termination of this lease or within 90 days thereafter.

9. The Government shall pay the lessor, for the premises, rent at the following rate:

Payment shall be made at the end of each Government Fiscal Year.

10. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

11. The decision of the last sentence on page one beginning "Together with the _____" and ending "aircraft thereon;" and the addition of paragraph 11 were added prior to the signature of all parties to this lease.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

As the holder of a mortgage dated

none

against the above-described premises, the undersigned hereby consents to the foregoing lease and agrees that if, while the lease is in force the mortgage is foreclosed, the foreclosure shall not void the lease.

Mortgagee.

F. A. RHODES, City Manager
City of San Diego Lessor.

THE UNITED STATES OF AMERICA,
By F. G. JENNINGS
F. G. Jennings
Chief, Contract & Procurement Division
CIVIL AERONAUTICS ADMINISTRATION

(If lessor is a corporation, the following certificate shall be executed by the secretary or assistant secretary)

I, Fred W. Sick, certify that I am the City Clerk of the Corporation named as lessor in the attached lease; that F. A. Rhodes, who signed said lease on behalf of the lessor, was then City Manager of said corporation; that said lease was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

FRED W. SICK, City Clerk
By Clark M. Foote, Jr. (CORPORATE SEAL)
Chief Assistant City Clerk

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease bet. City of San Diego & U.S.A. Dept. of Commerce for Airway San Diego-Los Angeles; being Document No. 379395.

FRED W. SICK
City Clerk of The City of San Diego, California
By J. P. Patten Deputy

UNDERTAKING FOR STREET LIGHTING
University Avenue Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That, we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE TRAVELERS INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE HUNDRED TWENTY-SEVEN and no/100 DOLLARS (\$327.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 29th day of October, 1947.

WHEREAS, the above bounden SAN DIEGO GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to the provisions of the "Lighting District Ordinance of 1938", and amendments thereto, to do all work upon UNIVERSITY AVENUE, between the northerly prolongation of the east line of Texas Street and the northerly prolongation of the east line of Lot 9, Block 3, Hartley's North Park; and THIRTIETH STREET, between a line parallel to and distant 10.00 feet northerly from the north line of Lincoln Avenue and the north line of Wightman Street, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

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

ATTEST: (SEAL)
R. C. CAVELL
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY
Principal Vice President in Charge of
THE TRAVELERS Sales
INDEMNITY COMPANY (SEAL)
By CHARLES L. JANECK, Surety
Attorney-in-Fact

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 29th day of October, 1947, before me personally came CHARLES L. JANECK to me known, who being by me duly sworn, did depose and say: that he is Attorney(s)-in-Fact of THE TRAVELERS INDEMNITY COMPANY, the Corporation described in and which executed the foregoing instrument; that he know(s) the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority granted to him in accordance with the By-Laws of the said Corporation, and that he signed his name thereto by like authority.

FRANCES S. BOWERS (SEAL)
Notary Public

My Commission Expires August 17, 1950

I hereby approve the form of the foregoing Undertaking this 3rd day of November, 1947.

J. F. DuPAUL, 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. 87338 passed and adopted on the 21st day of October, 1947, require and fix the sum of \$327.00 as the penal sum of the foregoing Undertaking.

(SEAL) FRED W. SICK
City Clerk of The City of San Diego, California
By HELEN M. WILLIG, Deputy

CONTRACT FOR STREET LIGHTING.
University Avenue Lighting District No. 1

THIS AGREEMENT, made and entered into this 12th day of November, 1947, by and between SAN DIEGO 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 Acting 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 northerly prolongation of the east line of Lot 9, Block 3, Hartley's North Park; and THIRTIETH STREET, between a line parallel to and distant 10.00 feet northerly from the north line of Lincoln Avenue and the north line of Wightman Street.

Such furnishing of electric current shall be for a period of one year from and including August 7, 1947, to-wit: to and including August 5, 1948.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the Acting City Engineer of said City, being document entitled: "Engineer's Report and Assessment for University Avenue Lighting District No. 1", filed July 31, 1947 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 Acting City Engineer, it will pay to said first party the sum of One Thousand Three Hundred Eight and no/100 Dollars (\$1,308.00) in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "University Avenue Lighting District No. 1 Fund."

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 Public Utilities 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 Gas & Electric Company, or by or through any action of the Public Utilities Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of One Thousand Three Hundred Eight and no/100 Dollars (\$1,308.00), shall be paid out of any other fund than said special fund designated as "University Avenue Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938", and amendments thereto, and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of One Thousand Three Hundred Eight and no/100 Dollars (\$1,308.00).

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 "Lighting District Ordinance of 1938", and amendments thereto, 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.

ATTEST:

R. C. CAVELL
Secretary

(SEAL)

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY, Vice President In Charge
of Sales

THE CITY OF SAN DIEGO,
By HARLEY E. KNOX
G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
CHESTER L. DORMAN
CHAS. C. DAIL
VINCENT T. GODFREY
Members of the Council

ATTEST:

FRED W. SICK
City Clerk (SEAL)
By HELEN M. WILLIG, Deputy

I hereby approve the form of the foregoing Contract, this 3rd day of November, 1947.

J. F. DuPAUL, 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 Gas & Electric Company for University Avenue Lighting District No. 1, being Document No. 379441.

FRED W. SICK
City Clerk of The City of San Diego, California

By J. H. McKinney Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California this 31st day of October, 1947 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 thereof, the party of the first part hereinafter sometimes designated as the "City", and JOHNSON WESTERN CO., a corporation, party of the second part, and hereinafter designated as the "Contractor", WITNESSETH:

ARTICLE I That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the sums of money hereinafter designated to be paid to the Contractor by the City, in manner and form as hereinafter in attached specifications provided, the Contractor hereby covenants and agrees to and with the City, to furnish all materials, all labor, tools, appliances, equipment, plant and transportation, and any and all other expenses necessary or incidental to the performance of certain work hereinafter specified, and to construct, install, and complete Extension of Garrison Street Storm Drain consisting of approximately 520 lineal feet of reinforced concrete box storm drain varying in width from 5 feet to 9 feet and from 2 1/2 feet to 3 feet in height, including cleanouts, wing-walls, head-walls, cut-off walls, and all appurtenances, with the exception of Items 1 - 2 & 3, hereinafter set forth, 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 August, 1947, marked "Document No. 376822" and endorsed Contract Documents for

the "Southeasterly Extension of Garrison Street Storm Drain between Rosecrans Street and the Bay of San Diego; true copies of said Contract Documents, Plans and Specifications are hereto annexed, by reference thereto incorporated herein and made a part hereof as though in this paragraph fully set forth, and to accept as full compensation therefor the lump sum price of (\$38,810.00); Thirty-eight thousand eight Hundred ten dollars, and no cents; and also agrees to furnish all required labor, equipment, materials, services and any and all other expense necessary or incidental to furnish and place the following named items if required, which will be paid for as extras in addition to the lump sum price.

Item 1. 1:3:5 mix Portland Cement Concrete for foundation and protection including necessary excavation at (\$15.00); Sixteen dollars, and no cents per cubic yard of concrete in place.

Item 2. Crushed rock base and crushed rock backfill, as required, including necessary excavation at (\$4.25); Four dollars, and twenty-five cents per ton (2,000 lbs) in place.

Item 3. Rock rip-rap, as required on plans, for shore protection at (\$10.00); Ten dollars, and no cents per ton (2,000 lbs) in place.

ARTICLE II. in consideration of the construction and completion of the work by Contractor herein undertaken, according to the terms of this contract, and the faithful performance of all obligations and covenants by the Contractor herein undertaken and agreed upon, the Contractor shall be paid as is provided in the specifications attached hereto.

ARTICLE III The Contractor hereby agrees that he will be bound by each and every part of the plans and specifications, and do and cause to be done all of said work and improvement as specified in the specifications and as shown upon the plans as the same may be interpreted by the Port Director of said City.

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

ARTICLE V. The Contractor shall keep harmless and indemnify the City of San Diego, its officers and agents, from all damage, cost, or expense that arises or results from infringement of patent right of any one for use by The City of San Diego, its officers or agents, of articles supplied by the Contractor under this contract, of which he is not patentee, or which he is not entitled to use or sell.

ARTICLE VI It is further required, and the Contractor hereby expressly agrees that laborers, workmen, and mechanics employed in the construction work contemplated by this contract shall be bona fide residents of The City of San Diego, to the extent that San Diego residents who are competent laborers, workmen, and mechanics of the various kinds or types required are available for employment.

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 that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen, and mechanics employed by the Contractor, or any sub-Contractor, in the performance of the work contemplated by this contract; and that the Contractor shall forfeit as a penalty to The City, Ten Dollars (\$10.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, such laborer, workman, or mechanic is paid less than the following specified rate for any work done under this contract by the Contractor or by any sub-Contractor.

PREVAILING WAGE SCALE

<u>CLASSIFICATIONS</u>	<u>RATE PER DIEM</u> <u>8 Hour Day</u>
Carpenter	\$ 15.20
Drivers of Dump Trucks of less than 4 yds. water level	11.40
Trenching Machine Operator	15.80
Tractor Operator - Bulldozer, Tamper, Scraper or Drag Type Shovel or Boom attachments	15.20
Cement Finisher	15.80
Sewer Pipe Layer (excluding caulker)	13.20
Operators and Tenders of pneumatic and electric tools, vibrating machines, and similar mechanical tools not separately classified herein	12.40
Laborers, General or Construction	10.80

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$10.80 per diem of 8 hours.

For overtime when the same is permitted by law, one and one-half times the foregoing rates. For work performed on Sundays and Legal Holidays as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

ARTICLE VII-a The Contractors further agree and covenant that neither the Contractors, nor any subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided 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 196 of the Charter of the City of San Diego, and the Contractors shall forfeit as a penalty to the City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed by the Contractors, or by any subcontractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of said Charter Section; and that the Contractors will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done by any alien, contrary to the provisions of Section 197 of said Charter, and that the Contractors shall forfeit as a penalty to the City Ten Dollars, (\$10.00), for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractors or any subcontractor, contrary to the provisions of said Charter Section for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

ARTICLE VIII Federal Hindrance: In Entering into this contract, it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the recent war in which The United States and its Allies were engaged and which are entirely beyond the control of either party, that may hinder, delay, or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed anything herein contained to the contrary notwithstanding, that in event the Contractor shall be prevented by reason of any

Federal Law, valid rule, order, or regulation from securing the material, equipment, or manpower necessary to perform this contract, the following equitable procedure shall govern:

The Contractor shall in writing notify The City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required, he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the Harbor Commission that the cause of inability to perform arose after the contract was entered into and is beyond the control of the Contractor, The City, pursuant to resolution of the Harbor Commission, may,

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (30) days; or
- (c) With the consent of the Contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon The City or the Contractor, terminate this contract.

If the contract is cancelled, the Contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the Contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination, the Contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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

ARTICLE X Component Parts of this Contract:

The Contract, entered into by the acceptance of the Contractor's bid and the signing of this agreement consists of the following documents, all of which are component parts of said Contract and as fully a part thereof as if herein set out in full, and, if not attached, as if hereto attached.

1. This Agreement
2. Addendum No. 1 & No. 2
3. General Conditions
4. Specifications
5. Plans
6. Instructions to Bidders
7. Notice to Contractors
8. Proposal

In the event of any conflict or inconsistency between any of the foregoing documents, the conflict or inconsistency shall be resolved upon the basis of the numerical order of the documents, with the document or documents assigned the lower number or numbers being controlling over any document having a higher number in the numerical order set forth above.

ARTICLE XI Time for Beginning and Completing Job. The Contractor agrees to commence work on the date to be specified in a Notice to Commence Work, to be given by the City, and to complete all work within 75 consecutive calendar days after the date so specified.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Harbor Commission of The City of San Diego, thereunto duly authorized, 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 EMIL KLICKA
A. BORTHWICK
H. M. SMITH

Members of the Harbor Commission
Party of the First Part
JOHNSON WESTERN CO. (SEAL)

By EARL E. JACKSON
Contractor, Party of the Second Part
Dist. Mgr.

(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 23rd day of October, 1947.
J. F. DuPAUL, City Attorney of the City
of San Diego

By J. H. McKINNEY
Deputy City Attorney

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT JOHNSON WESTERN CO., a corporation, as principal, and _____ a corporation organized and existing under and by virtue of the laws of the State of _____, as surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Thirty-eight thousand eight hundred ten dollars (\$38,810.00) (not less than one hundred per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego, for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this _____ day of 22 October, 1947.

WHEREAS, the said principal has entered into the annexed contract with The City of San Diego to furnish all materials, and all labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion, and installation of a reinforced concrete box storm drain including cleanouts, head-walls wing-walls, and appurtenant work, in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the Office of the City Clerk of The City of San Diego, on the 14th day of August, 1947, marked Document No. 375822, and endorsed, "Contract Documents for the Southeasterly Extension of Garrison Street Storm Drain Between Rosecrans Street and The Bay of San Diego"; true copies of which said

Contract Documents, including said plans and specifications together with Notice to Contractors, Instructions to Bidders and Proposal are attached to said Contract and made a part thereof as in said Contract provided; and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done.

NOW, THEREFORE, 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.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seals this 22 day of October, 1947, 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.

JOHNSON WESTERN CO. (SEAL)

Principal

By EARL E. JACKSON

Dist. Mgr.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND (SEAL)

By H. G. MALM - Atty.-in-Fact
ROY ERWIN - Agent

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss:

On this 22nd day of October, 1947, before me, Elizabeth Helpling, a Notary Public, in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared H. G. Malm, known to me to be the Attorney-in-Fact, and Roy Erwin, 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.

(SEAL)

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

My Commission Expires June 21, 1949

(If executed by an individual or partnership Contractor, appropriate changes shall be made in the past preceding paragraph.)

I hereby approve the form of the within Bond this 23rd day of October, 1947.

J. F. DuPAUL,
City Attorney of The City of San Diego
By J. H. MCKINNEY
Deputy City Attorney

Approved by a majority of the members of the Harbor Commission of The City of San Diego this 31 day of Oct., 1947.

EMIL KLICKA
A. BORTHWICK
H. M. SMITH

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, THAT JOHNSON WESTERN CO., a corporation, as Principal, and _____ a corporation organized and existing under and by virtue of the laws of the State of _____; as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Nineteen thousand four hundred five dollars (\$19,405.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 22nd day of October, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the construction, completion, and installation of a reinforced concrete box storm drain including cleanouts, headwalls, wing walls, and appurtenant work in the County of San Diego, State of California, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 376822.

WHEREAS, the aforesaid penal sum of Nineteen thousand four hundred five dollars (\$19,405.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on, or furnish materials, to be used in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his heirs, executors, administrators and 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 Chapter 3 of Division 5 of Title I of the Government Code of the State of California, 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 said Chapter 3, Division 5, Title I of the Government Code provided.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of

Civil Procedure of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seals this 22nd day of October, 1947 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.

JOHNSON WESTERN CO. (SEAL)

Principal

By EARL E. JACKSON

Dist. Mgr.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND (SEAL)

By H. G. MALM - Atty.-in-Fact
ROY ERWIN - Agent

STATE OF CALIFORNIA, } ss:
COUNTY OF SAN DIEGO }

On this 22nd day of October, 1947, before me, Elizabeth Helpling, a Notary Public, in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared H. G. Malm, known to me to be the Attorney-in-Fact, and Roy Erwin, 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.

ELIZABETH HELPLING

(SEAL)

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

My Commission Expires June 21, 1949.

(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 23rd day of October, 1947.

J. F. DuPAUL, City Attorney of The City
of San Diego

By J. H. MCKINNEY,

Deputy City Attorney

Approved by a majority of the members of the Harbor Commission of the City of San Diego this 31 day of Oct., 1947.

EMIL KLICKA

A. BORTHWICK

H. M. SMITH

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract Documents for the Southeasterly Extension of Garrison Street Storm Drain between Rosecrans Street and The Bay of San Diego; being Document No. 379456.

FRED W. SICK

City Clerk of The City of San Diego, California

By J. H. Patten Deputy

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT entered into this 12th day of November, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation located in the County of San Diego, State of California, hereinafter called the "City," and CALIFORNIA WATER & TELEPHONE COMPANY, a corporation engaged in the public utility service of supplying water to certain service areas in said County, hereinafter called "Water Company,"

W I T N E S S E T H:

WHEREAS, on the 5th day of June, 1912, City entered into an agreement with the Southern California Mountain Water Company, a corporation, wherein City agreed to buy from said company certain properties then belonging to said company, which properties largely consisted of such as were used and useful in developing, impounding, conserving, storing and supplying water to consumers of said Southern California Mountain Water Company; and

WHEREAS, said contract of sale and purchase was approved and the sale and purchase authorized to be made by the Railroad Commission of the State of California on or about the 28th day of October, 1912, subject, however, to certain conditions precedent prescribed and established by said Commission, among which were that said City in purchasing said properties did expressly agree to assume, carry out and faithfully perform all of the obligations theretofore existing either by contract or otherwise imposed by law on said Southern California Mountain Water Company to supply all of its consumers with water, which said City complied with by written stipulation and agreement filed with and approved by said Commission, and which said stipulation and agreement was also made by said City with said Southern California Mountain Water Company, which said City expressly agreed to faithfully carry out and perform; and

WHEREAS, said City purchased said water system subject to said obligations, among which are two which are the subject matter of this memorandum of agreement; and

WHEREAS, one of said obligations hereinabove mentioned was set forth in the contract of February 6, 1912, entered into by and between the Southern California Mountain Water Company and the Coronado Water Company, and which said City thereafter assumed and under which it became obligated to supply water to the Coronado Water Company, a corporation then existing and also at the time engaged in the public utility service of supplying water to certain service areas in said County of San Diego, and that this obligation, among other things, required City to sell and supply to said Coronado Water Company enough water from said water system as it existed in June, 1912, as determined in the case of City of Coronado v. City of San Diego, et al., 50 Cal. App. (2d), 395, to supply the demands of those consumers of said Coronado Water Company who were then being supplied with water and then resided in that area of said County described as lying between the point where the pipeline of said Coronado Water Company adjoined and connected with the pipeline of the Southern California Mountain Water Company and the Southern boundary line of Coronado Heights, and which supply was further limited to such amount as was then being actually used by said Coronado Water Company at that time; and

WHEREAS, the second obligation assumed by said City in its agreement of purchase with the Southern California Mountain Water Company was the obligation of supplying said Company

with enough water from the water system of the Southern California Mountain Water Company, as it so existed in June, 1912, to take care of the demands of a limited number of consumers of said Southern California Mountain Water Company then residing along and adjacent to a pipeline known and called and defined in said contract as the Highland Reservoir Pipeline, a pipeline extending from the junction of the Otay-San Diego pipeline to a connection with the pipeline then belonging to and used by the said Coronado Water Company; and

WHEREAS, this second obligation was expressly set forth in writing in a stipulation and agreement under date of October 9, 1912, and a copy of the same was filed with the Railroad Commission of said State and approved by that body on October 28, 1912, and which said writing recited and purported to modify the said contract of June 5, 1912, in the particulars and to the extent recited therein; and

WHEREAS, said contract of June 5, 1912, as modified by said contract of October 28, 1912, expressly provided that if there should be a shortage of water in the reservoirs of the water system thus purchased by said City because of a lack of rainfall or otherwise, then the water to be furnished by said City from said water system, as so existing in June, 1912, to all its consumers should be equitably apportioned to all of its consumers as provided in said contract, to the end that the Southern California Mountain Water Company, or its successors in interest, and the Coronado Water Company, or its successors in interest, should have and receive for the use of the consumers of each of said companies - those of the Southern California Mountain Water Company residing along the said Highland Reservoir Pipeline and those of the Coronado Water Company securing water from the pipeline of said Coronado Water Company in that area south and east of the southern boundary line of Coronado Heights - the same equitable proportion of the water impounded in said reservoirs purchased by said City, subject to use, as the City and its consumers would receive from said water system as so existing in June, 1912; and

WHEREAS, since the execution of said contracts above described and the purchase of said water system of the said Southern California Mountain Water Company by said City, the said Southern California Mountain Water Company has sold all of its interests in the Highland Reservoir Pipeline to the Coronado Water Company, and said Coronado Water Company has sold all of its interests in the Coronado Water Company pipeline and in the said Highland Reservoir Pipeline to California Water & Telephone Company, the successor in interest of said Coronado Water Company in the properties hereinabove described, and a party to this agreement; and

WHEREAS, since the execution of the contracts hereinabove described, the City has assumed and performed all of the said obligations imposed by said contracts and has during all of the years last past and now is actually serving water to the California Water & Telephone Company for the purpose of enabling said Water Company to supply water to the consumers of said company residing east and south of the southern boundary line of Coronado Heights and those consumers residing along and adjacent to the said Highland Reservoir Pipeline; and

WHEREAS, since the execution of said contracts of 1912 and particularly since the purchase by said California Water & Telephone Company of the properties of the said Coronado Water Company, the said California Water & Telephone Company has developed additional sources of water and has actually been serving the consumers of said Company both along the said Highland Reservoir Pipeline west of Highland Reservoir and those in the area east and south of the southern boundary line of Coronado Heights with water from said additional water resources; and

WHEREAS, since the year 1912 the consumers of said Coronado Water Company, who then resided east and south of the southern boundary line of Coronado Heights, have increased in number throughout the years, and in many instances have changed in number and location as to water service, and it is now impracticable and almost impossible to determine the exact number of consumers and the total amount of water which said consumers ~~and the total amount of water which said consumers~~ were then, or under said obligations are now, entitled to purchase, and it is therefore impossible to determine the exact amount of water that the City is at present obligated to sell and deliver to said California Water & Telephone Company strictly in accordance with the tenor and meaning of said obligations of 1912 for the purpose of serving consumers of said Company in that area east and south of the southern boundary line of Coronado Heights, and further because of the fact that there has been a co-mingling of water served by said California Water & Telephone Company to said consumers of water secured from said City from the water system of said City and that secured by said Water Company from other sources, the parties hereto are desirous of modifying the contract of 1912, as above recited, and of clarifying and clearly stating the obligations of said City, as they exist today, to supply water to the said California Water & Telephone Company for the purpose of serving consumers of said company east and south of the southern boundary line of Coronado Heights; and

WHEREAS, since 1912 the consumers of the Southern California Mountain Water Company, who were receiving water from said company in 1912 from the Highland Reservoir Pipeline, have increased in number and changed in identity to the extent that it is now most difficult, if not impossible, to define the obligations of said City as they were defined and set forth in said contracts of 1912, and therefore the parties hereto are also desirous of modifying and clarifying said contracts of 1912 to the extent that the obligation of said City to supply water to said California Water & Telephone Company for the purpose of serving consumers residing along and adjacent to said Highland Reservoir Pipeline above described may be clearly defined and expressly limited; and

WHEREAS, one of said obligations hereinabove mentioned in said contract of June 5, 1912, was, as indicated hereinafter, an obligation imposed by that certain contract dated February 6, 1912, between the Southern California Mountain Water Company and the Coronado Water Company, which obligation said City by said contract of June 5, 1912, then and there assumed;

NOW, THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto as follows:

ARTICLE I.

The contract of June 5, 1912, as modified by the contract of October 9, 1912, by and between The City of San Diego and the Southern California Mountain Water Company, which said contract was approved by the Railroad Commission, as above recited, and all rights and obligations set forth therein and evidenced thereby, be and the same are hereby modified and changed to the extent hereinafter set forth as to those certain two obligations hereinabove described and made the subject matter of this agreement, and not otherwise, and in all other particulars said contract of June 5, 1912, as modified by the contract of October 9, 1912, be and the same is hereby ratified, confirmed and approved by each of the parties hereto, as is the contract of February 5, 1912.

ARTICLE II.

The City agrees to sell and deliver water to be obtained from that certain water system

of The City of San Diego now known as the Otay-Barrett-Morena System, such water, however, to be limited in amount to that capable of being impounded by the portion of said system as so existing in the year 1912, to the California Water & Telephone Company for the use of said Water Company in supplying consumers of said Water Company who reside in that area of the County of San Diego described as being and lying between the point where the pipeline of the Coronado Water Company, as it existed on June 5, 1912, adjoined and connected with the pipeline of the Southern California Mountain Water Company, as it existed on June 5, 1912, and the southern boundary line of Coronado Heights, as it existed on said June 5, 1912; which supply of water which said City herein agrees to sell and deliver to said Water Company shall be and is hereby expressly limited in amount to eight million (8,000,000) cubic feet per calendar year.

That for such water so sold and delivered by said City, said Water Company will agree to pay to said City, rates for such water as agreed to be determined and paid, all as set forth in said contracts of February 5, 1912, and June 5, 1912, as modified by said contract of October 9, 1912, all of which were approved and authorized by the Railroad Commission of this State in Decision No. 218, dated September 12, 1912, and as ordered by said Railroad Commission on October 28, 1912; and it is further understood and agreed expressly, as set forth herein, that said City shall not be obligated to sell and deliver water to said Water Company to fulfill the said two obligations which are the subject matter of this contract, in any manner or in any amount or from any other source than as defined in said contracts of February 5, 1912, and June 5, 1912, as modified by said contract of October 9, 1912, and particularly in amount as herein limited by this agreement.

That of all the water delivered to the Water Company annually, not more than said amount of eight million (8,000,000) cubic feet shall be deemed to be delivered for use upon or dedicated to the area described in paragraph 1 of this Article II.

ARTICLE III.

It is expressly understood and agreed by and between the parties hereto that the obligation of said City imposed upon said City by virtue of the agreement of said City dated June 5, 1912, as modified by the agreement dated October 9, 1912, made with the Southern California Mountain Water Company to supply consumers of said Southern California Mountain Water Company then receiving water in 1912 from the said Southern California Mountain Water Company from that certain pipeline known as the Highland Reservoir Pipeline, which said obligation was assumed by said City by virtue of said contracts, is hereby defined and limited as follows:

(a) The City herein expressly undertakes and agrees to supply and deliver to the California Water & Telephone Company, or its successors in interest, waters from that portion of the Water system of The City of San Diego known as the Otay-Barrett-Morena Water System as so existing in 1912, and not otherwise, for the purpose only and exclusively of enabling said California Water & Telephone Company, or its successors in interest, to supply water to the consumers and water services enumerated and described on an exhibit, marked "Exhibit A," attached to this contract and made a part hereof as fully as though incorporated in this Article III, subdivision (a) thereof.

(b) In so far as the obligations of said City under the contracts of 1912 or this agreement are concerned, it shall not be obligated to serve, in any calendar year, in excess of five million (5,000,000) cubic feet for all said services, exclusive of that to Brown Field. As to Brown Field, owned by the U. S. Government, the City agrees to supply and deliver water to California Water & Telephone Company, or its successors in interest, as provided in subdivision (a) hereinabove, for the purpose solely and exclusively of enabling said California Water & Telephone Company, or its successors in interest, to supply water for domestic purposes only to said Brown Field during its ownership by the U. S. Government, except that should water be required by the U. S. Government for its own purposes for use at Brown Field, then City undertakes to deliver to California Water & Telephone Company the amount so required by the U. S. Government.

(c) The parties hereto expressly understand and agree that the obligations of said City to serve the consumers of said Water Company residing along and adjacent to said Highland Reservoir Pipeline shall in all other respects be as limited and defined as is set forth in said contract of June 5, 1912, as modified by said contract of October 9, 1912; and that for such water so furnished and delivered under and pursuant to said contracts of 1912 and to this agreement, the said Water Company shall pay to said City the amounts of money as agreed to be determined and paid by virtue of the said contracts of 1912.

(d) That of all the water delivered to Water Company annually, not more than said amount of five million (5,000,000) cubic feet shall be deemed to be delivered for use upon or dedicated to the area described in paragraph (a) of this Article III.

ARTICLE IV.

If, in the event it should be held by a court of competent jurisdiction or other lawful authority, that the limitations imposed by these agreements as to the amount of water to be served by the parties hereto or on the use thereof are void as to a third person or persons, and it should be further held by such court of competent jurisdiction or other lawful authority that there are additional servitudes or obligations legally imposed upon the water system of The City of San Diego as herein described, then and in that event the parties hereto agree that the Water Company shall comply with such obligation or obligations by delivering the water to the person or persons legally entitled thereto, and shall have the right to purchase from said City the amount of water necessary to meet such requirements.

It is also expressly understood and agreed by the parties hereto that if and in the event any proceeding should be instituted before any court or other body authorized by law, for the purpose of compelling the Water Company herein named to deliver water in any amount in excess of the limitations herein set forth, then and in that event the Water Company agrees to forthwith notify said City and thereafter, so far as it may legally do so, join with said City in resisting such application.

ARTICLE V.

Said Water Company undertakes and agrees, within a period of five (5) years from the date of this agreement, to either replace the said Highland Reservoir Pipeline with a new one, or to so repair the existing pipeline that leakage therefrom will not be more than reasonably practical of prevention. The cost of such replacement, renewal or repair shall be borne by said Water Company.

ARTICLE VI.

It is agreed that the Company will inform the City as to the quantity of water used during each calendar month (1) under its rights set forth in Article II hereof; (2) under its rights set forth in Article III hereof, including, separately, the amount served to Brown Field; and (3) the amount served on the Peninsula of San Diego known as North Island, the City of Coronado, Tent City, the Brick Yards, and Coronado Heights. Likewise, Company will inform City as to the quantity of water produced for use at each of its sources of supply, not including water received from the City. The City shall have the right of reasonable access to such records of Company as may be needed to verify the figures submitted by the Company.

It is agreed that Water Company shall not be deemed to have exceeded the limitations provided, respectively, in Articles II and III of this agreement unless the total amount of water purchased in any calendar year exceeds the total amount of such water used by it on the Peninsula of San Diego known as North Island, the City of Coronado, Tent City, the Brick Yards, and Coronado Heights, plus the amounts of water permitted to Company under Article II and III hereof.

ARTICLE VII.

The contract of February 5, 1912, as supplemented by that of March, 1936, and the contracts of June 5, 1912, and October 9, 1912, as well as the respective rights and obligations of the parties as crystallized and set forth therein, are hereby acknowledged, ratified and approved, and agreed to continue in full force and effect except as to those portions thereof as are hereby modified and clarified.

ARTICLE VIII.

This agreement and all its terms and conditions are entered into subject to the approval of the Public Utilities Commission of the State of California, and the parties hereto agree, respectively, to promptly submit the same to said Public Utilities Commission and to use their best endeavors in so far as they may legally do so to obtain its approval.

IN WITNESS WHEREOF, this agreement is executed by The City Manager of The City of San Diego, pursuant to resolution of the City Council authorizing such execution, and the said California Water & Telephone Company has caused this agreement to be executed and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By F. A. RHODES, City Manager
CALIFORNIA WATER & TELEPHONE COMPANY
By PETER A. NENZEL, Vice Pres.

(SEAL)

ATTEST:
CHARLES De Y. ELKUS
Sec.

I hereby approve the form and legality of the foregoing Memorandum of Agreement this 12th day of November, 1947.

J. F. DuPAUL, City Attorney,
By SHELLY J. HIGGINS,
Assistant City Attorney

EXHIBIT A.

CALIFORNIA WATER & TELEPHONE COMPANY
SAN DIEGO BAY DIVISION
CORONADO DISTRICT

List of Consumers (exclusive of Brown Field) on
Wood Stave Line East of Highland Reservoir as of
November 3, 1947.

Service No.	Name	Used For
18209B	Calif. Water & Tel. Co.-Upper Camp-Meter Out	Pipe Walker's House
18208	Otay Ranch	Domestic
18209C	William Beckley	Pasture
18205A	George Wetmore	Pasture & Domestic
18205C	George Wetmore	Pasture
18203C	T. W. Davies	Pasture
18203B	Walter Steele	Domestic
19212	Out	Formerly used as Pasture
18205A	W. O'Donnell	Hog Ranch
18204B	T. W. Davies	Pasture
18204C	Daley Corporation	Hog Ranch & Domestic
18222	Frank Oyas	Hog Ranch
18207A	T. W. Davies	Domestic
18207B	Henry C. George	Pasture
18221	Henry C. George	Pasture
18225	Alfred Coombs	Hog Ranch & Domestic
19219	Angelita Medina	Hog Ranch & Domestic
18215	Benancio Ramirez	Hog Ranch
18220	Jose Bravos Estrada	Hog Ranch & Domestic
18227	Riis Bros.	Stock & Domestic
18217	Mrs. F. San Martin	Hog Ranch
18218	W. O'Donnell	Hog Ranch
18203A	T. J. Durst	Hog Ranch & Domestic
18203A-1	Otay Acres-Master Meter	Domestic & Irrigation- Broderick Otay Acres & Woodlawn
18226	Alfred Coombs	Hog Ranch & Domestic
18215	A. R. Schulenberg	Hog Ranch & Domestic
18213	Charles F. Wolfe	Domestic & Airport
DE-1	R. R. Walker	Domestic
DE-2	R. E. Johnston	Domestic

Service No.	Name	Used For
DE-3	H. D. Irvine	Domestic
DE-4	V. D. DeWolfe	Domestic
18202A	U. S. Navy	Domestic
18201B	Rose Line-Master Meter	Domestic (Rose Line)
18214	Mary Iguchi	Domestic
18224	Mrs. George Raymond	Domestic
18200	Calif. Water & Tel. Co. - Highland Reservoir Cottage	Domestic
18201A	Calif. Water & Tel. Co. - Chlorinator	Chlorinator

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Memorandum of Agreement with California Water & Telephone Company relative to water service along Highland Reservoir Pipeline to Coronado Heights and vicinity; being Document No. 379553.

FRED W. SICK
City Clerk of The City of San Diego, California

By F. Patten Deputy

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

(SEAL)

WILTON L. HALVERSON, M.D.
DIRECTOR OF PUBLIC HEALTH
750 Market Street
SAN FRANCISCO, 2 CALIFORNIA

October 31, 1947

City of San Diego
City Hall
San Diego, California

Attention: F. A. Rhodes, City Manager

Subject: Sewage Disposal Permit
City of San Diego

Gentlemen:

Application of the City of San Diego, dated May 6, 1947, made to the State Board of Public Health of the State of California for a permit to continue in operation the existing sewage collection system serving San Diego City and to reconstruct, enlarge and operate the existing municipal sewage treatment plant located near the Bay of San Diego at Una and Jute-wood Streets, with an outfall discharging the effluent therefrom into the Bay of San Diego, has been considered by the State Department of Public Health.

The scheme provides for primary treatment consisting of preaeration, clarification, separate sludge digestion with elutriation of sludge, mechanical dewatering and heat drying. Effluent is to be disposed of by dilution in San Diego Bay and dried sludge is to be disposed of as fertilizer.

The project applied for is manifestly necessary under the Health and Safety Code and will provide facilities to relieve the now overloaded plant for which permit was granted March 25, 1944. It is also planned to abate a bad nuisance.

In analyzing the project we find:

Population: The existing plant was designed for a total equivalent population of 375,000 and a sewage flow of 20.6 million gallons per day. Sewage flow is now 22 million gallons per day, (and the total equivalent population of the city is in excess of 430,000 - 355,000 population plus 65,000 industrial equivalent). Design is based on an equivalent population of 500,000 and an average daily sewage flow of 40 m.g.d.

Sewage Flows: It is estimated that the sewage flow, when trunk sewers now under construction are placed in use, will be 30 m.g.d. Maximum capacity of trunk sewers for delivering sewage to the site of the treatment plant is 70 m.g.d.

Industrial Waste: The design contemplates handling industrial wastes after pretreatment by the individual industry when necessary to remove constituents deleterious to the treatment process and, furthermore, to reduce suspended solids not to exceed 500 p.p.m., grease (animal fat) not to exceed 200 p.p.m., and the temperature not to exceed 100° F.

Pumping Plants: The use of long interceptor sewers following the shoreline of the Bay, as well as the ocean front itself, makes necessary the use of sewage pumping stations. The sewage contains large quantities of industrial wastes (estimated at 25% of the combined flow), some of which are subject to rapid decomposition with production of hydrogen sulphide and other objectionable gases. These conditions make necessary provisions for odor control on the collection system, as well as at the treatment plant.

Treatment Plant: The treatment plant is designed for an equivalent population of 500,000 people, a sewage flow of 40 m.g.d. and a peak (hourly) rate of flow equivalent to a 70 m.g.d. rate. The following units are to be constructed and used.

- (1) Influent sewers having a peak carrying capacity of 70 m.g.d. (storm flow) and an average flow of 40 m.g.d.
- (2) Pretreatment for odor control. Two Chlorinators of 2,000 pounds per day each, and one Scott-Darcy unit of 500 pounds per day of chlorine capacity.
- (3) Bar Rack. 8 feet wide x 6-1/4 feet. Vertical section with 2-1/2 inch clear openings.
- (4) Automatic bar screen having 1 inch clear openings.
- (5) Screenings - garbage grinder for plant screenings and wastes from tuna fleet.
- (5) Raw Sewage Pumps. Four gas-powered diesel engines directly connected to four pumps of 22,500 gallons per minute capacity each.
- (7) Clarifiers.

(a) Two pre-aerators providing for 2.45 hours detention and 0.54 cubic feet of air per gallon on a flow for 40 m.g.d. with inlet section of each covered for odor control and, furthermore, with such inlet sections providing for grit

collection and mechanical removal.

(b) Clarifiers providing for 2.45 hours detention on a flow of 40 m.g.d. at an overflow rate of 787 gallons per square foot per day. The recirculation of flow will reduce the effective detention time in these units. Provision is made for the recirculation of clarified effluent to the influent of the plant, regulated mechanically and set to maintain a predetermined minimum rate of flow through the clarifiers and, furthermore, for the return of clarifier effluent to influent ahead of the grit removal section of pre-aerators.

(8) Sludge Digesters. The three 75' diameter x 33' S.W.D. digesters will be continued in use and three additional digesters 100' diameter x 30' S.W.D will be constructed by re-building of the existing clariflocculators. Sludge entering the primary digesters will be heated. Total capacity will be 1,157,000 cubic feet, or 2.31 cubic feet per capita.

(9) Sludge Elutriators. Four elutriation tanks providing a combined capacity for 342,000 gallons.

(10) Vacuum Filters. Four vacuum filters providing a filtering area of 830 square feet.

(11) Sludge Dryers. Sludge dryers will have a capacity of 8,500 pounds per hour.

(12) Odor Control. All gas from digesters will be collected and burned in waste gas burners or utilized for fuel. Other portions of the treatment plant will be housed, with special exhaust fans discharging through a 150' high, 7' internal diameter stack.

(13) Sludge Disposal. Heat dried sludge will be sacked and disposed of as fertilizer.

(14) Effluent Disposal. Plant effluent will be disposed of by dilution in San Diego Bay through a submarine outfall discharging at the pierhead 1200 feet from the shoreline through three 30 inch diffusor outlets.

It is concluded that the provisions of the Health and Safety Code, with respect to the disposal of sewage, can be served by the project as applied for, and that the project and sewage disposal is necessary.

With the foregoing facts and findings in mind, permit is hereby granted to the City of San Diego as applied for, subject to the following special provisions and conditions:

(1) No sewage, sewage effluent or sludge, or impure water, gas, vapors, oils, acids, tar or any matter or substance offensive, injurious or dangerous to health shall be discharged or disposed of into San Diego Bay, or upon its shores in such manner, quality or quantity as to be a public nuisance, offensive, injurious or dangerous to the public health;

(2) Fecal matter, sewage, grease, garbage, solid matter, sludge, or oily sleek, recognizable as of sewage origin from the sewer system of the City of San Diego, and other cities and districts using said sewer system, shall not be permitted to be visible on any shores or beaches of San Diego Bay or in its waters as used by the public, except that unavoidable discoloration or oily sleek from said sewer system may be permitted around the outlet of the submarine outfall;

(3) There shall be no noxious or offensive odor, gases or fumes, of sewage origin in the water or along the shores of San Diego Bay, nor in the air outside the tracts of land upon which pumping stations and said sewage treatment plant are to be located, such that they may constitute a public nuisance;

(4) No condition or conditions shall exist or be permitted to exist which may constitute a hazard to the health of human beings or animals, or which may constitute a public nuisance under the laws of the State of California;

(5) A program for pretreatment or other control of industrial wastes before discharge to sewers, so as not to interfere with the satisfactory operation of the sewers or system, shall be worked out by the City of San Diego and the other municipalities and districts served by the system;

(5) Competent and adequate operation shall be provided at all times and records of such operations, including analytical results, shall be maintained;

(7) Additional treatment works, changes in outfall or improvement in operation shall be provided when required by the State Department of Public Health.

The permit herewith granted supersedes all previous sewage treatment and disposal permits granted to the City of San Diego by the State Board of Public Health or by the State Department of Public Health.

Very sincerely yours,

WILTON L. HALVERSON, M.D.
Director of Public Health

WLH:AD
jah

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Permit from State of Calif. Dept. of Public Health Authorizing Sewage Disposal; being Document No. 379550.

FRED W. SICK
City Clerk of The City of San Diego, California

By *F. W. Sick* Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY:	LOT N. 1/2 of 1 & 2
	BLOCK 260 SUBDIVISION Hoel's
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED	Dalbergia
WATER MAIN HAS BEEN INSTALLED BETWEEN	Yama AND Woden
TOTAL AMOUNT TO BE PAID	Fifty-two and 50/100 DOLLARS. (\$52.50)
NO. OF EQUAL INSTALLMENTS	4 at AMOUNT OF EACH INSTALLMENT \$10.00
	1 at 12.50

PURSUANT TO PROVISIONS OF ORDINANCE NO. 3053 (New Series) AND ORDINANCE NO. 3173 (New Series) OF THE ORDINANCES OF THE CITY OF SAN DIEGO, CALIFORNIA, PROVIDING FOR THE INSTALLATION OF PERMANENT WATER MAINS IN CITY STREETS AND ALLEYS AND THE METHOD OF PAYMENT OF SUCH INSTALLATIONS, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED PROPERTY FOR AND IN CONSIDERATION OF THE CITY OF SAN DIEGO'S INSTALLATION OF A PERMANENT WATER MAIN AS DESIGNATED HEREIN, HEREBY AGREE TO PAY TO THE CITY OF SAN DIEGO, CALIFORNIA, THE AMOUNT SPECIFIED ABOVE IN EQUAL MONTHLY INSTALLMENTS IN ACCORDANCE WITH THE SCHEDULE OF PAYMENTS ON THE REVERSE SIDE HEREOF, AND THE UNDERSIGNED FURTHER AGREES THAT ANY SALE OF THE PROPERTY HEREIN MENTIONED AND DESCRIBED SHALL TERMINATE THIS AGREEMENT AND ANY UNPAID BALANCE SHALL BECOME DUE AND PAYABLE IMMEDIATELY. FIRST INSTALLMENT DUE AND PAYABLE ON EXECUTION OF THIS AGREEMENT.

City of San Diego
By NEAL D. SMITH
Assistant City Manager

OWNER'S SIGNATURE PETER SCHULTE
ADDRESS 3804 Dalbergia
DATE Sept. 22, 1947

Approved as
to form J. F. DuPAUL, City Attorney
By J. H. McKINNEY,
Deputy City Attorney

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

On this 22nd day of September, A.D. Nineteen Hundred and 47 before me Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Peter Schulte 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) CLARK M. FOOTE JR.
Notary Public in and for the County of San Diego, State of California

My Commission Expires March 17, 1951

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
9/22/47	\$10.00	9/22/47	#173
10/22/47	10.00		
11/22/47	10.00		
12/22/47	10.00		
1/22/48	12.50		

RECORDED OCT 14 1947 5 Min. Past 9 A.M. in Book 2482 at Page 350 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
V. WEBER
I certify that I have correctly transcribed this document in above mentioned book.
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Payment for Installation of Water Main Agreement from Peter Schulte; being Document No. 378207.

FRED W. SICK
City Clerk of The City of San Diego, California

By F. W. SICK Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT S. 1/2 of Lot 7
BLOCK H SUBDIVISION Starkey's Prospect Park

NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Gravilla Place
WATER MAIN HAS BEEN INSTALLED BETWEEN Tyrian AND Draper
TOTAL AMOUNT TO BE PAID Sixty and no/100 DOLLARS. (\$50.00)
NO. OF EQUAL INSTALLMENTS 12 AMOUNT OF EACH INSTALLMENT \$5.00

PURSUANT TO PROVISIONS OF ORDINANCE NO. 3063 (New Series) AND ORDINANCE NO. 3173 (New Series) OF THE ORDINANCES OF THE CITY OF SAN DIEGO, CALIFORNIA, PROVIDING FOR THE INSTALLATION OF PERMANENT WATER MAINS IN CITY STREETS AND ALLEYS AND THE METHOD OF PAYMENT OF SUCH INSTALLATION. THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED PROPERTY FOR AND IN CONSIDERATION OF THE CITY OF SAN DIEGO'S INSTALLATION OF A PERMANENT WATERMAIN AS DESIGNATED HEREIN, HEREBY AGREE TO PAY TO THE CITY OF SAN DIEGO, CALIFORNIA, THE AMOUNT SPECIFIED ABOVE IN EQUAL MONTHLY INSTALLMENTS IN ACCORDANCE WITH THE SCHEDULE OF PAYMENTS ON THE REVERSE SIDE HEREOF, AND THE UNDERSIGNED FURTHER AGREES THAT ANY SALE OF THE PROPERTY HEREIN MENTIONED AND DESCRIBED SHALL TERMINATE THIS AGREEMENT AND ANY UNPAID BALANCE SHALL BECOME DUE AND PAYABLE IMMEDIATELY. FIRST INSTALLMENT DUE AND PAYABLE ON EXECUTION OF THIS AGREEMENT.

CITY OF SAN DIEGO
By NEAL D. SMITH,
Assistant City Manager
Approved as
to form: J. F. DuPAUL, City Attorney
By J. H. McKINNEY,
Deputy City Attorney

OWNER'S SIGNATURE R. B. PRESSING
ADDRESS 550 Gravilla Place
La Jolla, California
DATE Sept. 23, 1947

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

On this 23rd day of September, A.D. Nineteen Hundred and 47 before me Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared R. B. Pressing 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) CLARK M. FOOTE JR.
Notary Public in and for the County of San Diego, State of California.

My Commission Expires March 17, 1951

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
10/10/47	\$5.00		

SCHEDULE OF PAYMENTS (CON'T)

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
11/10/47	\$5.00		
12/10/47	5.00		
1/10/48	5.00		
2/10/48	5.00		
3/10/48	5.00		
4/10/48	5.00		
5/10/48	5.00		
6/10/48	5.00		
7/10/48	5.00		
8/10/48	5.00		
9/10/48	5.00		

RECORDED OCT 14 1947 5 Min. Past 9 A.M. in Book 2482 at Page 351 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

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

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 Payment for Installation of Water Main Agreement from R. B. Pressing; being Document No. 378208.

FRED W. SICK

City Clerk of The City of San Diego, California

By _____ Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT S. 1/2 of 47 & 48
BLOCK 250 SUBDIVISION Hoels

NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Woden
 WATER MAIN HAS BEEN INSTALLED BETWEEN Dalbergia AND Cottonwood
 TOTAL AMOUNT TO BE PAID Fifty Two and 50/100 DOLLARS. (\$52.50)
 NO. OF EQUAL INSTALLMENTS 1 at AMOUNT OF EACH INSTALLMENT \$26.25
 1 at 13.25
 1 at 13.00

PURSUANT TO PROVISIONS OF ORDINANCE NO. 3063 (New Series) AND ORDINANCE NO. 3173 (New Series) OF THE ORDINANCES OF THE CITY OF SAN DIEGO, CALIFORNIA, PROVIDING FOR THE INSTALLATION OF PERMANENT WATER MAINS IN CITY STREETS AND ALLEYS AND THE METHOD OF PAYMENT OF SUCH INSTALLATIONS. THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED PROPERTY FOR AND IN CONSIDERATION OF THE CITY OF SAN DIEGO'S INSTALLATION OF A PERMANENT WATER MAIN AS DESIGNATED HEREIN, HEREBY AGREE TO PAY TO THE CITY OF SAN DIEGO, CALIFORNIA, THE AMOUNT SPECIFIED ABOVE IN EQUAL MONTHLY INSTALLMENTS IN ACCORDANCE WITH THE SCHEDULE OF PAYMENTS ON THE REVERSE SIDE HEREOF, AND THE UNDERSIGNED FURTHER AGREES THAT ANY SALE OF THE PROPERTY HEREIN MENTIONED AND DESCRIBED SHALL TERMINATE THIS AGREEMENT AND ANY UNPAID BALANCE SHALL BECOME DUE AND PAYABLE IMMEDIATELY. FIRST INSTALLMENT DUE AND PAYABLE ON EXECUTION OF THIS AGREEMENT.

City of San Diego
By NEAL D. SMITH,
Assistant City Manager

OWNER'S SIGNATURE JOSEPH MARINO
ADDRESS 2015 Woden St.
DATE Sept. 24, 1947

Approved as
to form: By J. F. DuPAUL, City Attorney
By J. H. McKINNEY,
Deputy City Attorney

STATE OF CALIFORNIA, }
COUNTY OF SAN DIEGO } -SS.

On this 24th day of September, A.D. Nineteen Hundred and 47 before me Clark M. Foote Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Joseph Marino 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.

CLARK M. FOOTE Jr.

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

My Commission Expires March 17, 1951

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
9/24/47	\$26.25	9/24/47	#197
10/24/47	13.25		
11/24/47	13.00		

RECORDED OCT 14 1947 5 Min. Past 9 A.M. in Book 2482 at Page 352 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

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

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 Payment for Installation of Water Main Agreement from Joseph Marino; being Document No. 378209.

FRED W. SICK

City Clerk of The City of San Diego, California

By J. T. Allen Deputy

AGREEMENT - WATER MAIN EXTENSION.

DESCRIPTION OF PROPERTY: LOT West 49' of East 339' of Lot B
BLOCK _____ SUBDIVISION Redland Tract

NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Adams Avenue
WATER MAIN HAS BEEN INSTALLED BETWEEN 54th Street AND Antioch Place
TOTAL AMOUNT TO BE PAID Forty-Nine DOLLARS. (\$49.00)
NO. OF EQUAL INSTALLMENTS \$4.00 Cash AMOUNT OF EACH
Nine INSTALLMENT \$ 5.00

PURSUANT TO PROVISIONS OF ORDINANCE NO. 3063 (New Series) AND ORDINANCE NO. 3173 (New Series) OF THE ORDINANCES OF THE CITY OF SAN DIEGO, CALIFORNIA, PROVIDING FOR THE INSTALLATION OF PERMANENT WATER MAINS IN CITY STREET AND ALLEYS AND THE METHOD OF PAYMENT OF SUCH INSTALLATIONS. THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED PROPERTY FOR AND IN CONSIDERATION OF THE CITY OF SAN DIEGO'S INSTALLATION OF A PERMANENT WATER MAIN AS DESIGNATED HEREIN, HEREBY AGREE TO PAY TO THE CITY OF SAN DIEGO, CALIFORNIA, THE AMOUNT SPECIFIED ABOVE IN EQUAL MONTHLY INSTALLMENTS IN ACCORDANCE WITH THE SCHEDULE OF PAYMENTS ON THE REVERSE SIDE HEREOF, AND THE UNDERSIGNED FURTHER AGREES THAT ANY SALE OF THE PROPERTY HEREIN MENTIONED AND DESCRIBED SHALL TERMINATE THIS AGREEMENT AND ANY UNPAID BALANCE SHALL BECOME DUE AND PAYABLE IMMEDIATELY. FIRST INSTALLMENT DUE AND PAYABLE ON EXECUTION OF THIS AGREEMENT.

City of San Diego
By NEAL D. SMITH
Assistant City Manager

OWNER'S SIGNATURE
ADDRESS

FRED W. KENISTON
5354 Adams Avenue
San Diego, Calif.

Approved as
to form:

J. F. DuPAUL, City Attorney
By J. H. McKINNEY,
Deputy City Attorney

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

On this 23rd day of September, A.D. Nineteen Hundred and 47 before me Clark M. Foote Jr., A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Fred W. Keniston 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.

CLARK M. FOOTE JR.

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

My Commission Expires March 17, 1951

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
9/23/47	\$4.00	9/23/47	187
10/23/47	5.00		
11/23/47	5.00		
12/23/47	5.00		
1/23/48	5.00		
2/23/48	5.00		
3/23/48	5.00		
4/23/48	5.00		
5/23/48	5.00		
6/23/48	5.00		

RECORDED OCT 14 1947 5 Min. Past 9 A.M. in Book 2482 at Page 358 of Official Records,
San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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

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 Payment for Installation of Water Main Agreement from Fred W. Keniston; being Document No. 378210.

FRED W. SICK

City Clerk of The City of San Diego, California

By J. T. Allen Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT 22 & 23
BLOCK 3 SUBDIVISION Ocean Villa
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Sapphire
WATER MAIN HAS BEEN INSTALLED BETWEEN Bayard AND Mission Blvd.
TOTAL AMOUNT TO BE PAID Fifty and no/100 DOLLARS. (\$50.00)
NO. OF EQUAL INSTALLMENTS 10 at AMOUNT OF EACH INSTALLMENT \$5.00

PURSUANT TO PROVISIONS OF ORDINANCE NO. 3063 (New Series) AND ORDINANCE NO. 3173 (New Series) OF THE ORDINANCES OF THE CITY OF SAN DIEGO, CALIFORNIA, PROVIDING FOR THE INSTALLATION OF PERMANENT WATER MAINS IN CITY STREETS AND ALLEYS AND THE METHOD OF PAYMENT OF SUCH INSTALLATIONS, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED PROPERTY FOR AND IN CONSIDERATION OF THE CITY OF SAN DIEGO'S INSTALLATION OF A PERMANENT WATER MAIN AS DESIGNATED HEREIN, HEREBY AGREE TO PAY TO THE CITY OF SAN DIEGO, CALIFORNIA, THE AMOUNT SPECIFIED ABOVE IN EQUAL MONTHLY INSTALLMENTS IN ACCORDANCE WITH THE SCHEDULE OF PAYMENTS ON THE REVERSE SIDE HEREOF, AND THE UNDERSIGNED FURTHER AGREES THAT ANY SALE OF THE PROPERTY HEREIN MENTIONED AND DESCRIBED SHALL TERMINATE THIS AGREEMENT AND ANY UNPAID BALANCE SHALL BECOME DUE AND PAYABLE IMMEDIATELY. FIRST INSTALLMENT DUE AND PAYABLE ON EXECUTION OF THIS AGREEMENT.

City of San Diego
By NEAL D. SMITH
Assistant City Manager

OWNER'S SIGNATURE I. W. HJERMSTAD
ADDRESS 839 Sapphire St. - 9
DATE Sept. 18, 1947

Approved as
to form: J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney

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

On this 18th day of September, A.D. Nineteen Hundred and 47 before me Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared I. W. Hjermsstad 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) CLARK M. FOOTE JR.
Notary Public in and for the County of San Diego, State of California

My Commission Expires March 17, 1951

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
9/18/47	\$5.00	9/18/47	# 162
10/18/47	5.00		
11/18/47	5.00		
12/18/47	5.00		
1/18/47	5.00		
2/18/47	5.00		
3/18/47	5.00		
4/18/47	5.00		
5/18/47	5.00		
6/18/47	5.00		

RECORDED OCT 14 1947 5 Min. Past 9 A.M. in Book 2482 at Page 359 Of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
V. WEBER

I certify that I have correctly transcribed this document in above mentioned book.
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Payment for Installation of Water Main Agreement from I. W. Hjermsstad; being Document No. 378211.

FRED W. SICK
City Clerk of The City of San Diego, California

By *F. W. Sicken* Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT S 100' of N 105' Lot 20
BLOCK E SUBDIVISION Starkey's Prospect Park
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Bon Air Place
WATER MAIN HAS BEEN INSTALLED BETWEEN Draper AND to Dead end (East)
TOTAL AMOUNT TO BE PAID Sixty DOLLARS. (\$60.00)
NO. OF EQUAL INSTALLMENTS 10 AMOUNT OF EACH INSTALLMENT \$6.00

PURSUANT TO PROVISIONS OF ORDINANCE NO. 3063 (New Series) AND ORDINANCE NO. 3173 (New Series) OF THE ORDINANCES OF THE CITY OF SAN DIEGO, CALIFORNIA, PROVIDING FOR THE INSTALLATION OF PERMANENT WATER MAINS IN CITY STREETS AND ALLEYS AND THE METHOD OF PAYMENT OF SUCH INSTALLATIONS, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED PROPERTY FOR AND IN CONSIDERATION OF THE CITY OF SAN DIEGO'S INSTALLATION OF A PERMANENT WATER MAIN AS DESIGNATED HEREIN, HEREBY AGREE TO PAY TO THE CITY OF SAN DIEGO, CALIFORNIA, THE AMOUNT SPECIFIED ABOVE IN EQUAL MONTHLY INSTALLMENTS IN ACCORDANCE WITH THE SCHEDULE OF PAYMENTS ON THE REVERSE SIDE HEREOF, AND THE UNDERSIGNED FURTHER AGREES THAT ANY SALE OF THE PROPERTY HEREIN MENTIONED AND DESCRIBED SHALL TERMINATE THIS AGREEMENT AND ANY UNPAID BALANCE SHALL BECOME DUE AND PAYABLE IMMEDIATELY. FIRST INSTALLMENT DUE AND PAYABLE ON EXECUTION OF THIS AGREEMENT.

City of San Diego
By NEAL D. SMITH
Assistant City Manager

OWNER'S SIGNATURE DANIEL L. GAYMAN
ADDRESS 515 Bon Air Place
DATE Sept. 23 1947

Approved as
to form: By J. F. DuPAUL, City Attorney
By J. H. McKINNEY, Deputy City Attorney

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

On this 23rd day of September, A.D. Nineteen Hundred and 47 before me Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Daniel L. Gayman 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)

Notary Public in

CLARK M. FOOTE, JR.
and for the County of San Diego,
State of California

My Commission Expires March 17, 1951

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
9/23/47	5.00	9/23/47	192
10/23/47	5.00		
11/23/47	5.00		
12/23/47	5.00		
1/23/48	5.00		
2/23/48	5.00		
3/23/48	5.00		
4/23/48	5.00		
5/23/48	5.00		
5/23/48	5.00		

RECORDED OCT 14 1947 5 Min. Past 9 A.M. in Book 2482 at Page 360 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
V. WEBER

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

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Payment for Installment of Water Main Agreement from Daniel L. Gayman; being Document No. 378212.

FRED W. SICK
City Clerk of The City of San Diego, California.

By F. Tatten Deputy

SATISFACTION OF CONTRACT

WHEREAS, all sums agreed to be paid by that certain contract made and entered into by and between Letha O. Williams Owner, and The City of San Diego, dated June 9, 1947, recorded in the office of the Recorder of San Diego County, California, on July 3, 1947, in Book 2436, Page 303, of Official Records, have been paid.

THE CITY OF SAN DIEGO
By NEAL D. SMITH, Assistant City Manager

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

On this 5th day of Oct., A.D. Nineteen Hundred and Forty-Seven before me _____, a Notary Public in and for said county, residing therein, duly commissioned and sworn, personally appeared Neal D. Smith 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.

(SEAL)

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

CLARK M. FOOTE JR.

My Commission Expires March 17, 1951

RECORDED OCT 14 1947 5 Min. Past 9 A.M. in Book 2482 at Page 333 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
V. WEBER

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

Copyist County Recorder's Office. S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Satisfaction of Contract from City of San Diego to Letha O. Williams; being Document No. 378390.

FRED W. SICK
City Clerk of The City of San Diego, California

By F. Tatten Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into this 21st day of October, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager thereof, hereinafter referred to as the "City", party of the first part; and CHARLES MOSS and S. A.

STAULZ, party of the second part; WITNESSETH:

THAT WHEREAS, it is necessary in the interest of public convenience that the City make arrangements for the payment of monthly water bills at various locations throughout the city, rather than to require payment of such bills at the office of the City Treasurer in the Civic Center Administration Building; and

WHEREAS, Charles Moss and S. A. Staulz own and operate the S. & M. Drugs at 3002 Imperial Avenue, Logan Heights District of the City of San Diego, the location of said business being suitable for the collection of water bills, and said Charles Moss and S. A. Staulz are willing to act as collectors for the City in collecting water bills upon the terms and conditions hereinafter set forth; NOW, THEREFORE,

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

The City does hereby contract with Charles Moss and S. A. Staulz, independent contractors, to collect and receive payment of City Water bills on behalf of the City and to issue receipts for such payments thereof.

The party of the second part agrees faithfully to perform the duties of collecting payments on said water bills and to account for all money collected to the Treasurer of the City, turning all money so collected over to said City Treasurer at such times and in such manner as he may direct.

In consideration of the performance of said service, the City agrees to pay said party of the second part a sum equal to one per cent (1%) of the total amount of such collections made by said party of the second part, during the preceding month.

It is further understood and agreed that this contract may be terminated by either the City or the party of the second part upon thirty (30) days written notice, and that the same shall continue until so terminated.

IN WITNESS WHEREOF, this contract is executed by the City acting by and through the City Manager of said City, pursuant to and under Resolution No. 87423 of the Council authorizing such execution, and the party of the second part has caused this instrument to be executed, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By F. A. RHODES, City Manager
S. A. STAULZ JR.
CHARLES MOSS
Party of the Second Part

I HEREBY APPROVE the form of the foregoing Agreement this 5th day of November, 1947.

J. F. DuPAUL, 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 Agreement with Charles Moss and S. A. Staulz for services as District Water Bill Collectors; being Document No. 379568.

FRED W. SICK
City Clerk of The City of San Diego, California.

By _____ Deputy

OPTION TO PURCHASE TAX-DEEDED LANDS

THIS AGREEMENT, made and entered into this 3rd day of November, 1947, under and by virtue of the provisions of Division 1, Part 6, Chapter 8, Articles 1, 3 and 3 of the Revenue and Taxation Code of the State of California, as amended, by and between:

THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACTING BY AND THROUGH ITS BOARD OF SUPERVISORS,

Party of the First Part,

And

THE CITY OF SAN DIEGO, a Municipal Corporation in the County of San Diego, State of California,

Party of the Second Part,

W I T N E S S E T H:

WHEREAS, certain lands hereinafter described, situated in the County of San Diego, State of California, and also within the boundaries of The City of San Diego, have been tax-deeded to the State of California for delinquent County and City tax and/or assessments; and

WHEREAS, said tax deeds include taxes levied by said City, the taxes of which are collected by officers of said County; and

WHEREAS, the Board of Supervisors of the County of San Diego and the City Council of The City of San Diego believe that it is for the best interests, both of the County of San Diego and The City of San Diego, that said property be sold into private ownership, to the end that said lands be restored to the assessment rolls of the parties hereto, or that said lands shall be devoted to public use by said City; and

WHEREAS, said lands are particularly described as follows:

Property Description
(As appears upon the County assessment roll, together with Certificate No. and date of sale to the State, and Deed No. and date of deed to the State)

Property Description	Sold to State	Cert. No.	Deeded to State	Deed No.
In Pueblo Lands M. & B Description in Lot 1285, now assessed as - ASSESSOR'S MAP NO. 33: Lot B,	6/29/32	789L	7/1/37	122H

Property Description (Con't)	Sold to State	Cert. No.	Deeded to State	Deed No.
CHOATE'S ADDITION: Lots 1 and 2 (except R of W), Block 339,	5/29/32	42928	7/1/37	3544
Lot 48, Block 338,	5/29/32	42926	7/1/37	3543

NOW, THEREFORE, pursuant to authority granted by Division 1, Part 5, Chapter 8, Articles 1, 2 and 3 of the Revenue and Taxation Code of the State of California, as amended, said Board of Supervisors hereby gives and grants unto said City of San Diego an option to purchase the above described lands upon the following terms and conditions, to-wit:

1. That said City shall have the right to exercise this option at any time within three years from the date hereof.

2. That this option is given to said City upon the express condition that, at the time said City exercises the same, it shall have a bona fide purchaser for said property, ready, willing and able to purchase the same, and said City shall, immediately following the exercise of this option, cause the said property to be resold and the title vested as of record in a third party, to the end that said land shall be reestablished on the assessment rolls of the County of San Diego, State of California, or that said property shall be devoted to public use by said City.

3. That this option is given in consideration of the payment by said City to the County of San Diego, by and through the Tax Collector of said County, of the following sums and at the times hereinafter set forth:

Property Description	Down Payment Nov. 3, 1947 (As of date of Execution of Agreement)	2nd Payment Nov. 3, 1948 (Anniversary Date of Agree- ment)	3rd Payment Nov. 3, 1949 (2nd Anniver- sary Date of Agreement)	Final Payment (Upon Exercise Of Option)
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In Pueblo Lands M & B Description,
now assessed as -
ASSESSOR'S MAP NO. 33:

Lot B,	\$1.00	\$1.00	\$1.00	\$10.00
CHOATE'S ADDITION: Lots 1 and 2 (Except R of W) Block 339,	\$1.00 each	\$1.00 each	\$1.00 each	\$12.00 each
Lot 48, Block 338,	\$1.00	\$1.00	\$1.00	\$12.00

PROVIDED, HOWEVER, that if said option is exercised prior to the due date of either the second or third payment above specified, such second or third payment, or both as the case may be, shall be cancelled, and shall not in that event be due or owing to said County; provided, further, that no installment payment made, other than the final payment above specified, shall be refunded in the event of redemption of the property, or for any other reason.

4. That said City shall have the right to exercise this option at any time during the term hereof as to any portion of said property which, as of the date of this agreement, has a separate valuation on the assessment roll of said County; provided, further, that said City shall have the right to exercise this option at any time during the term hereof as to any portion of a single lot, parcel or tract of said property, which lot, parcel or tract as of the date of this agreement has a separate valuation on the assessment roll of said County, Upon exercise of said option as to any portion of such separately valued lot, parcel or tract the final payment therefor shall be a sum which bears the same ratio to the final payment set forth in Paragraph 3 herein for the entire lot, parcel or tract from which said segregated portion is taken, as the assessed valuation of said segregated portion, placed thereon by the assessor at the time of segregation, bears to the assessed valuation of said entire lot, parcel or tract as of the date of this agreement. Any such segregation shall be made pursuant to Sections 4151 to 4155, inclusive, Revenue and Taxation Code, except that the sum of the valuations of the segregated portion and the remainder of the said lot, parcel or tract, may be greater but not less than the valuation as of the date of this agreement of the entire lot, parcel or tract.

5. That the price for which said County hereby agrees to sell its tax title to said property to said City shall be the aggregate amount of all payments made by said City pursuant to Paragraph 3 hereof.

5. That this is given to The City of San Diego under the terms and conditions of Division 1, Part 5, Chapter 8, Articles 1, 2 and 3 of the Revenue and Taxation Code of the State of California, as amended, and is intended to be and shall be construed as a statutory agreement designed to carry into effect said provisions of said Code and shall have no effect or force otherwise.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Diego, by resolution duly passed and adopted on the 3rd day of November, 1947, has caused this agreement to be executed in quadruplicate, by its City Manager, pursuant to Resolution No. 87192, adopted September 30, 1947, the day and year in this agreement first above written.

THE COUNTY OF SAN DIEGO, STATE
OF CALIFORNIA,

and The City of San Diego has caused this By DeGRAFF AUSTIN,
agreement to be executed in quadruplicate Chairman, Board of Supervisors.

ATTEST:

J. B. McLees, County Clerk
and Ex-officio Clerk of the
Board of Supervisors
By MARIE NOSLAND,
Deputy

THE CITY OF SAN DIEGO
By F. A. RHODES, City Manager

The undersigned, Sam A. Claggett, Tax Collector of the County of San Diego, State of California, pursuant to Chapter 362, Statutes of 1943, and Chapter 409, Statutes of 1943 (Sec. 3794.2, Revenue and Taxation Code), having duly considered the above and foregoing agreement, and compared the same with the records of the County relating to the real property described therein, and being fully advised in the premises, hereby approves said agreement.

Dated Oct. 16, 1947.

SAM A. CLAGGETT
Tax Collector of the County of
San Diego, State of California.

The undersigned, Thomas H. Kuchel, Controller of the State of California, having duly considered the above and foregoing agreement and being fully advised in the premises, hereby approves said agreement.

Dated November 10th, 1947.

Approved as to form
Date 10/17/1947.

THOMAS H. KUCHEL, Controller of
The State of California.
By BERT FOSTER, Deputy (SEAL)

JAMES DON KELLER, District Attorney
in and for the County of San Diego,
State of California.
By CARROLL H. SMITH, Deputy

J. F. DuPAUL, City Attorney.
By THOMAS J. FANNING, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Option to Purchase Tax Deeded Lands - Assessor's Map No. 33 and Choate's Addition; being Document No. 379571.

FRED W. SICK
City Clerk of The City of San Diego, California.

By F. W. SICK Deputy

FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 13th day of November, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, by and through its Council, hereinafter sometimes designated as the City, and FRANKS DREDGING COMPANY, Joint Venture consisting of Fred C. Franks, John C. Franks, and Guy F. Atkinson Company, hereinafter sometimes designated as the Contractor, WITNESSETH:

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the City and the payments at the unit prices stated in the Bid Schedule attached hereto, and by this reference made a part hereof, to be paid to the Contractor by the City, in manner and form as hereinafter in attached specifications provided, the Contractor hereby covenants and agrees to and with the City to furnish all materials, labor, tools, equipment, transportation and other expenses necessary or incidental to the dredging and filling in Mission Bay in the City of San Diego, California, all as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of said City on the 23rd day of September, 1947, marked Document No. 377751 that true copies of said plans and specifications, together with true copies of Notice to Contractors, Instructions to Bidders and Proposal are hereto attached, and by reference thereto incorporated herein and made a part hereof.

ARTICLE II. In consideration of the completion of the work by the Contractor herein undertaken, according to the terms of this contract, and the faithful performance of all obligations and covenants by the Contractor herein undertaken and agreed upon, the Contractor shall be paid at the unit prices stated in the Bid Schedule and as in the specifications attached hereto.

ARTICLE III. The Contractor hereby agrees that he will be bound by each and every part of the plans and specifications, and do and cause to be done all of said work and improvement as specified in the specifications and as shown upon the plans as the same may be interpreted by the City Planning Department of said City, subject to approval by the City Manager and by the Council, evidenced by Resolution.

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

ARTICLE V. The Contractor shall keep harmless and indemnify the City of San Diego, its officers and agents, from all damage, cost or expense that arises or results from infringement of patent right of any one for use by the City of San Diego, its officers or agents, of articles supplied by the Contractor under this contract, of which he is not patentee, or which he is not entitled to use or sell.

ARTICLE VI. The Contractor further agrees and covenants that neither the Contractor, nor any subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided for in this contract to be done, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day in violation of the provisions of Section 195 of the Charter of the City of San Diego; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed by the Contractor or by any subcontractor upon any of the work by this contract provided to be done for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of said Section of the City Charter; and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done any alien, contrary to the provisions of Section 197 of the Charter of the City of San Diego; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractor or any subcontractor, contrary to the provisions of said Charter, 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 laborers, workmen, and mechanics employed in the construction work contemplated by this contract shall be bona fide residents of The City of San Diego, to the extent that San Diego residents who are competent laborers, workmen, and mechanics of the various kinds or types required are available for employment at the minimum wages which the Contractor is hereby obligated to pay or at such higher wages as he is willing to pay.

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 provis-

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 this 12th day of November, 1947.

FRANKS DREDGING COMPANY,
Principal
JOHN C. FRANKS, Partner
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety (SEAL)
H. G. MALM, Attorney-in-Fact
By ROY ERWIN, Agent

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 12th day of November, 1947, before me, Elizabeth Helping, a Notary Public, in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared H. G. Malm, known to me to be the Attorney-in-Fact, and Roy Erwin, 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.

(SEAL) ELIZABETH HELPING
Notary Public in and for the County of San Diego, State of California

My Commission Expires June 21, 1949

I hereby approve the form of the within Bond this 13th day of November, 1947.

J. F. DuPAUL, City Attorney of the City of San Diego

By J. H. MCKINNEY
Deputy City Attorney

Approved by The City of San Diego this 17th day of Nov., 1947.

By F. A. RHODES, City Manager

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That FRANKS DREDGING COMPANY, Joint Venture consisting of Fred C. Franks, John C. Franks and Guy F. Atkinson Company, as principal, and a corporation organized and existing under and by

virtue of the laws of the State of _____ as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of One hundred forty-nine thousand seven hundred twenty Dollars (\$149,720.00), (not less than fifty percent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this _____ day of November, 1947.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish all materials, labor, tools, equipment, transportation and other expenses necessary or incidental to the dredging and filling in Mission Bay in The City of San Diego, County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of The City Clerk of said The City of San Diego on the 23rd day of September, 1947, marked Document No. 377761, and consisting of Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications, true copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done;

And, whereas, the aforesaid penal sum of One hundred forty-nine thousand seven hundred twenty Dollars (\$149,720.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work;

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 Chapter 3 of Division 5 of Title One of the Government Code of the State of California, 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 said Chapter 3, Division 5 of Title One of the Government Code.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of Civil Procedure of the State of California, 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 this _____ day of November, 1947.

FRANKS DREDGING COMPANY
Principal
By JOHN C. FRANKS, Partner
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety (SEAL)
H. G. MALM, Attorney-in-Fact
By ROY ERWIN, Agent

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 87599 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.

ATTEST:
V. C. GAMBLE

THE CITY OF SAN DIEGO
BY F. A. RHODES, City Manager
ROBERT D. MAXWELL CO. (SEAL)
By T. D. TRUMBO President
Contractor

I hereby approve the form and legality of the foregoing contract this 28th day of November, 1947.

J. F. DuPAUL, 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 Robert D. Maxwell Co. for furnishing 1 Buick 4-door Sedan; being Document No. 380057.

FRED W. SICK
City Clerk of The City of San Diego, California.

By F. W. Sicken Deputy

KNOW ALL MEN BY THESE PRESENTS, That CROOK COMPANY, a corporation, as Principal and MARYLAND CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of MARYLAND as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIVE HUNDRED TWENTY-THREE and no/100 Dollars (\$523.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, 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 November, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

- 1 - Sullivan air compressor

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

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

ATTEST:
HARRY S. NORRIS
Secretary

CROOK COMPANY (SEAL)
By W. D. CROOK, President
Principal
MARYLAND CASUALTY COMPANY (SEAL)
Surety
By FRANCES GRAY
Attorney-in-Fact

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

On this 17th day of NOVEMBER in the year one thousand nine hundred and FORTY-SEVEN, before me L. W. SUDMEIER a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared FRANCES GRAY known to me to be the duly authorized Attorney-in-Fact of MARYLAND CASUALTY COMPANY and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of said Corporation, and the said FRANCES GRAY acknowledged to me that he subscribed the name of the MARYLAND CASUALTY COMPANY as Surety, and his own name as Attorney-in-Fact.

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

(SEAL) L. W. SUDMEIER
Notary Public in and for said County and State.
My Commission Expires April 11, 1948

I hereby approve the form of the within Bond, this 28th day of November, 1947.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY,
Deputy City Attorney

I hereby approve the foregoing bond this 28th day of November, 1947.
F. A. RHODES, 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 17th day of November, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and CROOK 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:

United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 28 day of November, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

21,500 ft. 6" Class 150 transite pressure pipe and
11,000 ft. 8" " " " " "

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

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

ATTEST:

H. D. HITCHCOCK,
Mgr., Packing & Insulation Dept.

JOHNS MANVILLE SALES CORPORATION
By PAUL KRIKSCUS, Principal
Asst. District Engr.

ATTEST:

GLORIA MILLER

UNITED STATES GUARANTEE COMPANY, (SEAL)
Surety
By CLEM CARLI, Attorney-in-Fact

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.

On this 28 day of November, in the year nineteen hundred and forty-seven, A.D., before me, M. S. BANKS, a Notary Public in and for the said County of LOS ANGELES, State of California, residing therein, duly commissioned and sworn, personally appeared CLEM CARLI, 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 County the day and year in this certificate first above written.

M. S. BANKS

(SEAL)

Notary Public in and for the County of _____, State of California

My Commission Expires Feb. 2, 1951

I hereby approve the form of the within Bond, this 3rd day of December, 1947.

J. F. DuPAUL, City Attorney

By J. H. MCKINNEY,
Deputy City Attorney

I hereby approve the foregoing bond this 3rd day of Dec., 1947.

F. A. RHODES, 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 28th day of November, 1947 by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City and JOHNS MANVILLE SALES CORPORATION, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

21,500 ft. 6" Class 150 Transite Pressure Pipe and
11,000 ft. 8" " " " " "

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 378491.

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

21,500' - 6" Class 150 Transite pressure pipe	@\$1.02 per ft.	\$21,930.00
11,000' - 8" " " " " "	@\$1.44 " "	15,840.00

Said prices do not include the California State Sales Tax, and are f.o.b. Watson, California, with freight allowed to San Diego, California.

Said contractor agrees to deliver said pipe in six equal monthly shipments, beginning January 1, 1948.

PRICE ADJUSTMENT CLAUSE: This contract is subject to contractor's ability to ship and in the event contractor is unable to make shipment within sixty (60) days after receipt of order, the portion of order unshipped after said 60 days will be invoiced at prices in effect at time of shipment unless order is previously cancelled by City. In no event, however, will any increase in price exceed 15%. In placing this ceiling on any price increase, contractor reserves the right to make shipment in advance of any delivery dates specified by City, with the understanding that City will be given at least 21 days notice of such intended earlier shipment and the opportunity to cancel the order should City so desire.

Contractor shall not be liable for delays or defaults where occasioned by any cause of any kind or extent beyond its control, including, but not limited to, action of any governmental authority; shortages of labor, raw materials, production facilities or transportation; labor difficulties; fires, floods and accidents.

Said City, in consideration of the furnishing and delivery of said pipe by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said pipe by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Thirty-eight Thousand Seven Hundred Fourteen and 25/100 Dollars (\$38,714.25.) Said payment will be made in accordance with purchase order and delivery.

Said pipe shall be in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 378491.

the above obligation to be void; otherwise to remain in full force and effect.

ATTEST:

H. A. HOOVER,
Asst. Secty.

UNITED STATES PIPE AND FOUNDRY COMPANY
(SEAL)

By D. B. STOKES, V. P.
Principal

UNITED STATES GUARANTEE COMPANY
Surety (SEAL)

By ANNA GIBSON
Attorney in Fact

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

On this 19th day of November, in the year nineteen hundred and forty-seven, 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 Anna Gibson, known to me to be the Attorney 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, 1950

I hereby approve the form of the within Bond, this 3rd day of December, 1947.

J. F. DuPAUL, City Attorney
By J. H. MCKINNEY,
Deputy City Attorney

I hereby approve the foregoing bond this 3rd day of Dec., 1947.

F. A. RHODES, 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 19 day of November, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and UNITED STATES PIPE AND FOUNDRY 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: the Super-deLavaud, centrifugally cast, bell and spigot, cast iron pipe in the quantities and for the prices as follow:

180	lineal feet of 24"	cast iron pipe	@ \$10.28 per ft.	\$1850.40
2,400	" " " 12"	" " "	@ \$ 3.34 " "	\$8,016.00
4,000	" " " 10"	" " "	@ \$ 2.545 " "	\$10,580.00
5,800	" " " 8"	" " "	@ \$ 2.00 " "	\$11,600.00
2,000	" " " 6"	" " "	@ \$ 1.33 " "	\$ 2,660.00
150	" " " 10"	" " "	@ \$ 2.545 " "	\$ 423.20

Said prices are based on rail and water shipment and do not include the California State Sales Tax. Prices are based on shipment direct from contractor's foundry/foundaries located within the Birmingham District, Alabama. As now situated, contractor will make delivery in about eighteen (18) months after receipt of purchase order. All shipping and/or delivery promises are quoted subject to prior sale of manufacturing space and possibility of delays resulting from shortages of raw materials, strikes, and other causes beyond contractor's control.

Said prices are based on the present price of \$33.38 per ton for Southern No. 2 foundry pig iron f.o.b. Birmingham, Alabama. In the event the price of this pig iron is increased or decreased prior to the date of shipment, the contract prices hereinabove mentioned are to be adjusted for such increase or decrease in pig iron cost at the rate of \$1.00 (or proportionate fraction thereof) per ton of 2,000# on the calculated weight of the pipe as listed in the specifications hereinabove set forth for each \$1.00 (or fraction thereof) per gross ton increase or decrease in the price of pig iron.

The total price shall not be increased nor decreased under the foregoing price adjustment clause by more than 15% of the original bid prices, exclusive of freight charges. Said prices are based on total through freight rates, including insurance and port inspection on water shipments, totaling as follows:

FOR SHIPMENT VIA RAIL & WATER:

24" diameter pipe.....	@ \$21.21 N.T.
10" and 12" diameter pipe.....	@ \$20.21 N.T.
5" and 8" diameter pipe.....	@ \$19.95 N.T.

Any increase or decrease in the above mentioned through freight charges prior to date of shipment also shall be for the account of The City of San Diego.

Said City, in consideration of the furnishing and delivery of said pipe by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken, and agreed upon, and the acceptance of said pipe by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of \$35,129.50, exclusive of the California State Sales Tax.

Said payment will be made in accordance with purchase order and delivery.

Said pipe shall be in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 377983.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies were engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed anything herein contained to the contrary

On this 28th day of November, in the year 1947, before me, Hazel Dorothy Roth, a Notary Public in and for said County and State, personally appeared A. H. Anderson, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the COLUMBIA CASUALTY COMPANY, and acknowledged to me that he subscribed the name of the COLUMBIA CASUALTY COMPANY thereto as principal, and his own name as Attorney-in-Fact.

(SEAL)

HAZEL DOROTHY ROTH
Notary Public in and for said County and State

My Commission Expires June 27, 1950

I hereby approve the form of the within Bond, this 1st day of December, 1947.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY,
Deputy City Attorney

I hereby approve the foregoing bond this 3rd day of December, 1947.

F. A. RHODES, 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 25th day of November, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and INDUSTRIES SUPPLY COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

The City's requirements of 5/8" x 3/4", 3/4", 1", 1-1/2", and 2" Badger water meters and connections, in accordance with the specifications therefor contained in Document No. 377986, on file in the office of the City Clerk of said City, for the period of six months beginning November 1, 1947 and ending May 1, 1948, together with parts for said meters.

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

5/8 x 3/4" Badger Scot meters, with connections	.....	\$14.40 each
3/4" ditto	.....	\$21.10 "
1" ditto	.....	\$30.95 "
1-1/2" ditto	.....	\$55.28 "
2" ditto	.....	\$84.42 "

Said contractor will furnish meter parts at 35% discount off the "Parts Price List" on file in the office of the Purchasing Agent of said City, or any subsequently issued list that supplements or takes the place of said price list. Said meter prices above mentioned and those prices contained in the Parts Price List do not include the California State Sales Tax, which will be paid by the City.

The total requirements under this contract are estimated to be 500 meters, but should purchases not amount to 500 meters during the contract period the City shall not be required to make any price of other adjustment, nor pay any price differential in excess of the above mentioned prices. The City also reserves the option to purchase additional meters under the same price terms and conditions.

Said City agrees that it will purchase from the said contractor, during the period of this contract, all of its requirements of said meters; and in consideration of the furnishing and delivery of said meters and parts by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said meters by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, in accordance with the terms and prices hereinabove set forth. Payments will be made in accordance with purchase orders and deliveries.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies were engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may---

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (30) days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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

No interest in this agreement shall be transferred by the contractor to any other party.

7. That in the event the lessee shall fail or refuse to fulfill in any manner the use and purposes for which the said premises are leased, shall fail or refuse to perform or shall violate any of the terms or conditions herein expressed, including the prompt payment of the monthly rental herein provided, then this lease shall immediately terminate, and the lessor may, at its option at any time thereunder and before such default is finally cured, re-enter and take possession of the leased premises and each and every part thereof and/or terminate this lease agreement and all the rights of the lessee thereunder.

No waiver of default by the lessor in any of the terms and conditions in this "lease agreement" to be kept, observed or fulfilled by the lessee shall be construed to be or shall act as a waiver of any subsequent default in any of said terms or conditions during the term of this agreement.

8. That the lessee shall abide by all laws and ordinances as now existing and as hereinafter amended or enacted, applicable to the use and occupancy of the rented property and shall observe all laws and regulations pertaining to industrial and employment practices and said laws, ordinances and regulations are made a part of this lease with like effect as though the same were expressly set forth herein.

9. That the lessee shall maintain all structures and improvements upon the leased property, which structures and improvements are now owned by the lessee and no erection of new structures shall be undertaken without permission in writing of the City Manager of said lessor.

10. That the lessee shall carry and pay for the necessary insurance to indemnify and hold the lessor harmless of and from all injuries, damages, claims and demands of every name and nature and the said lessee shall file with the City a copy of a policy of liability insurance protecting the City from any and all of such claims or damages in the amount of \$5,000.00/\$10,000.00 public liability and \$1000.00 property damage.

11. That the lessee shall keep the leased premises in a neat and sanitary condition, free and clear of debris of every nature and shall dispose of any and all garbage, trash and other waste, in an approved manner.

12. That the lessee shall return the leased property in good order, condition and repair, reasonable use and wear thereof excepted, provided however, that within ninety (90) days after termination of this lease agreement, the lessee will remove at his own expense and risk, all structures erected by said lessee and in all other respects restore the land as nearly as possible to the condition existing at the date of this lease agreement, unless otherwise directed by the City Manager of the lessor, except that the lessee shall not be required to remove the concrete fire wall or fill the existing pit on said premises upon the termination of the lease.

13. That the lessor by and through its City Manager reserves the right and privilege to terminate, change and modify this lease upon proper notification to the lessee for any damage or loss occasioned by any such termination, change or modification, and it is further agreed that this lease is terminable by either party hereto upon thirty (30) days written notice to the other party.

14. It is hereby covenanted and agreed that this lease and the interest of the lessee hereunder shall not, without the written consent of the lessor first had and obtained, be subject to garnishment or sale under execution in any suit or proceeding which may be brought against or by said lessee and that this lease shall, at the option of said lessor, cease and terminate upon said lessee being by any court adjudged a bankrupt or insolvent person, or upon said lessee making an assignment for the benefit of creditors.

15. It is further covenanted and agreed that each of the terms, conditions, agreements, obligations and requirements of this lease shall extend to and bind not only the parties hereto, but each and every one of the heirs, executors, administrators, representatives, successors and assigns of the lessee, and that each and all of the stipulations, agreements, conditions and covenants contained in this lease shall be construed as covenants running with the land.

IN WITNESS WHEREOF, this lease agreement is executed by The City of San Diego, acting by and through its City Manager, pursuant to Resolution No. 85376 authorizing such execution; and the lessee has hereto subscribed his name, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,

Lessor,

By F. A. RHODES, City Manager

L. M. PEPPER

L. M. Pepper, doing business as
Pep's Kerosene Service,

Lessee.

I HEREBY APPROVE the form and legality of the foregoing Lease Agreement, this 4 day of December, 1947.

J. F. DuPAUL, City Attorney

By LOUIS M. KARP,

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease Agreement with L. M. Pepper d.b.a. Pep's Kerosene Service for portion of Pueblo Lot 252; being Document No. 380175.

FRED W. SICK

City Clerk of The City of San Diego, California

By F. T. Patten Deputy

A G R E E M E N T

WHEREAS, THE CITY OF SAN DIEGO, a municipal corporation situated within the County of San Diego, State of California (hereinafter called the "City") and the ED FLETCHER COMPANY, a corporation, each own and undivided one-half interest in and to the lands, situated within said County and State, and being a portion of Lot C of the Subdivision of Lot 70, Rancho Mission of San Diego, lying below the 330-foot contour, shown as a cross-hatched area upon the map attached hereto (hereinafter called "said lands"); and

WHEREAS, it is the mutual desire of the City and the Ed Fletcher Company that said lands be developed by the quarrying and sale of certain rock now situated in place in said lands, and that said rock be made available for use in the development of the Mission Bay Project of the City and of the flood-control and/or erosion control projects to be constructed adjacent to said Mission Bay Project; and

WHEREAS, the CUYAMACA WATER COMPANY, a corporation, owns certain other lands in Lot B of the Subdivision of said Lot 70, Rancho Mission of San Diego, adjacent to said lands,

FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 17th day of November, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, by and through its Manager, hereinafter sometimes designated as the City, and CARROLL & FOSTER, a co-partnership, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the payments at the unit prices stated in the Bid Schedule attached hereto, and by this reference made a part hereof, to be paid to the Contractor by the City, in manner and form as hereinafter in attached specifications provided, the Contractor hereby covenants and agrees to and with the City to furnish required materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of water mains in 40th Street, Polk to Thorn Streets, and in Thorn Street, 38th Street to Alley east of Van Dyke Avenue, in the City of San Diego, California, all as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of said City on the 30th day of September, 1947, marked Document No. 377943, that true copies of said plans and specifications, together with true copies of Notice to Contractors, Instructions to Bidders and Proposal are hereto attached, and by reference thereto incorporated herein and made a part hereof.

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 obligations and covenants by the Contractor herein undertaken and agreed upon, the Contractor shall be paid at the unit prices stated in the Bid Schedule and as in the specifications attached hereto.

ARTICLE III. The Contractor hereby agrees that he will be bound by each and every part of the plans and specifications, and do and cause to be done all of said work and improvement as specified in the specifications and as shown upon the plans, as the same may be interpreted by the Director of the Water Department of said City, subject to approval by the City Manager and by the Council, evidenced by Resolution.

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

ARTICLE V. The Contractor shall keep harmless and indemnify the City of San Diego, its officers and agents, from all damage, cost or expense that arises or results from infringement of patent right of any one for use by The City of San Diego, its officers or agents, of articles supplied by the Contractor under this contract, of which he is not patentee, or which he is not entitled to use or sell.

ARTICLE VI. The Contractor further agrees and covenants that neither the Contractor, nor any subcontractor, doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided, for in this contract to be done, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day in violation of the provisions of Section 196 of the Charter of The City of San Diego; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed by the Contractor or by any subcontractor upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of said Section of the City Charter; and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done any alien, contrary to the provisions of Section 197 of the Charter of The City of San Diego; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractor or any subcontractor, contrary to the provisions of said section, 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 laborers, workmen, and mechanics employed in the construction work contemplated by this contract shall be bona fide residents of The City of San Diego, to the extent that San Diego residents who are competent laborers, workmen, and mechanics of the various kinds or types required are available for employment at the minimum wages which the Contractor is hereby obligated to pay or at such higher wages as he is willing to pay.

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 that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the Contractor, or any subcontractor, in the performance of the work contemplated by this contract; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the Contractor, or by any subcontractor:

<u>Trade or Occupation</u>	<u>Per Diem Wages</u> <u>8 Hours</u>
Air Tool Operator (Jackhammerman, Vibrator)	\$12.40
Laborer, Unskilled	10.80
Plumber	16.00
Power Equipment Operators:	
Bulldozer	15.20
Universal equipment	16.80
Trenching Machine	15.80
Truck Driver, Dump Truck, less than 4 yds.	11.40
Truck Driver, Dump Truck, 4 to 8 yds.	11.60

Foreman to receive not less than \$1.40 per diem above laborer.

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$10.80 per diem of 8 hours.

For overtime, when the same is permitted by law, one and one-half times the foregoing rates. For work performed on Sundays and legal holidays as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

ARTICLE VIII. It is mutually agreed between the parties hereto that in no case

FORM OF LABOR AND MATERIALMEN'S BOND (CON'T)

KNOW ALL MEN BY THESE PRESENTS, That CARROLL & FOSTER, a co-partnership, as principal, and MARYLAND CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of MARYLAND as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Fifteen thousand five hundred seventy-three Dollars (\$15,573.00), (not less than fifty per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 17th day of November, 1947.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish required materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of water mains in 40th Street and in Thorn Street, in the City and County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of said The City of San Diego on the 30th day of September, 1947, marked Document No. 377943, and consisting of Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications, true copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done;

And, whereas, the aforesaid penal sum of Fifteen thousand five hundred seventy-three Dollars (\$15,573.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on or furnish materials to be used in said work;

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 Chapter 3 of Division 5 of Title One of the Government Code of the State of California, 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 said Chapter 3, Division 5 of Title One of the Government Code.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of Civil Procedure of the State of California, 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 17th day of November, 1947, 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:
A. C. ANDERSON

CARROLL & FOSTER
Principal
By B. G. CARROLL, JR.
Partner
MARYLAND CASUALTY COMPANY (SEAL)
Surety
By F. F. EDELEN
Its Attorney in Fact

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 17th day of November, 1947, before me, Lillian C. Brittain, 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) LILLIAN C. BRITTAIN
Notary Public, in and for said County and State.

If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.
I hereby approve the form of the within Bond this 18th day of November, 1947.

J. F. DuPAUL, City Attorney
By B. L. COMPARET,
Deputy City Attorney

I hereby approve the foregoing Bond this 4th day of Dec., 1947.

F. A. RHODES, City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Carroll and Foster for installation of Water Mains in 40th Street, Polk to Thorn, and in Thorn Street, 38th to Alley East of Van Dyke; being Document No. 380218.

FRED W. SICK
City Clerk of The City of San Diego, California
By F. F. Edelen Deputy

On this 8th day of October, A.D. Nineteen Hundred and forty-seven, before me, Helen H. Shreve a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared James A. Bellows and Minta Bellows known to me to be the person described in and whose names are subscribed to the within instrument, and acknowledged to me that they have 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)

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

My Commission Expires Sept. 10, 1948

RECORDED OCT 15 1947 35 Min. Past 12 P.M. in Book 2524 at Page 38 of Official Records, San Diego Co., Cal.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy D. COLE

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

A. WILHOIT

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from James A. Bellows et. ux. re 3-unit auto court at 4328 - 35th Street; being Document No. 378482.

FRED W. SICK
City Clerk of The City of San Diego, California

By F. W. Sick Deputy

A G R E E M E N T

WHEREAS, C. W. CARLSTROM (hereinafter called "the Contractor") has secured from the War Assets Administration, an Agency of the United States Government, a certain agreement in the nature of an option, whereby the Contractor received the right to purchase from said War Assets Administration certain real property situated in The City of San Diego, County of San Diego, State of California, upon which are situated certain buildings formerly used by Consolidated Aircraft Corporation, and commonly referred to as Plancor 20 of "Consolidated Plant No. 2," and including one pedestrian overpass and one vehicular overpass across Pacific Highway; and

WHEREAS, it is the desire of the Highway Department of the State of California that Pacific Highway be made a limited access highway or freeway along the portion thereof adjacent to the said real property; and

WHEREAS, it is the desire of The City of San Diego, a municipal corporation, that Pacific Highway be made such limited access highway or freeway, and that an access road within the said real property be dedicated to public use, and that the said pedestrian and vehicular overpasses be conveyed to The City of San Diego; and

WHEREAS, the Contractor also desires that the foregoing matters be accomplished; NOW, THEREFORE, in consideration of One Dollar (\$1.00) to the Contractor paid by The City of San Diego (receipt of which is hereby acknowledged), IT IS HEREBY AGREED as follows:

I.

That as soon as the Contractor shall become legally able to do so, the Contractor will execute all documents necessary to dedicate to public use a certain access road and right-of-way, of the dimensions and in the Location shown upon the map attached hereto, and marked "Proposed Service Road for Consolidated Parts Plant," and dated Dec., 1945, but only extending to a traffic circle and exit opposite Engineer's Station No. 461.

II.

The right is reserved to the Contractor to alter the location of said access road, except that the same shall be so altered only as to its course between a point westerly of Building No. 7 and the said traffic circle and point of exit. If, due to the location of said access road, either as shown upon said map, or as so altered, it shall be necessary to move Buildings Nos. 27 and 24, or either of them, The City of San Diego will at its own expense move said buildings clear of said access road. If, however, the Contractor shall alter the location of said road, as in this paragraph provided, any moving of buildings other than Buildings Nos. 24 and 27 required by such altered location shall be at the Contractor's expense.

III.

That as soon as the Contractor shall become legally able to do so, the Contractor will execute all documents necessary to convey to The City of San Diego the said pedestrian overpass and the said vehicular overpass which extend from said real property across Pacific Highway, together with such portion of the real property as is occupied by any portion of said overpasses, together with a public right-of-way, not less than six (5) feet wide, extending completely around the easterly end of said pedestrian overpass and to the right-of-way of Pacific Highway.

IV.

The Contractor hereby waives and surrenders any and all right of access from the said real property to Pacific Highway, excepting only as follows, and not otherwise: The Contractor, his or its heirs, successors and assigns, shall have the right of access to Pacific Highway by way of the said access road and the said overpasses, and also at a point opposite Engineer Station 461, as shown on said map, not exceeding sixty (50) feet along Pacific Highway; also pedestrian (but not vehicular) access, for a bus loading zone opposite Engineer Station 456, not exceeding six (5) feet along Pacific Highway. As soon as the Contractor shall become legally able to do so, the Contractor shall execute all documents necessary to fully and effectively surrender and convey to the State of California all the Contractor's right of access from said real property to Pacific Highway, with the exceptions aforesaid.

I hereby approve the foregoing bond this _____ day of _____ 1947.

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 1st day of December, 1947, by and between THE CITY OF SAN DIEGO, a municipal 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 PIPE AND CONSTRUCTION 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:

536 - lineal feet of 24" centrifugally spun reinforced concrete pipe, Type 1000-D, f. o. b. job site Shafter Street, Point Loma, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 378869.

Said contractor hereby agrees to furnish and deliver said concrete pipe above described at and for the following price, to-wit:

536 lineal feet 24" concrete pipe @ \$3.05 per ft. \$1,534.80.
Said price does not include the California State Sales Tax which will be paid by the City. Contractor agrees to allow a 5% cash discount for payment within 30 days of date of invoice which will be issued after completion of delivery.

Said contractor agrees to complete delivery within three (3) days after receipt of purchase order.

Said City, in consideration of the furnishing and delivery of said pipe by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said pipe by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of One Thousand Six Hundred Thirty-four and 80/100 Dollars (\$1,534.80), exclusive of the California State Sales Tax and subject to the discount hereinabove mentioned.

Said payment will be made in accordance with purchase order and delivery.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies were engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor the City, pursuant to resolution of the City Council, may---

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (30) (days); or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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

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

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

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through a majority of the members of the Harbor Commission of said City, pursuant to and under Resolution No. 87554 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 EMIL KLICKA
H. M. SMITH
A. BORTHWICK

(SEAL)

Members of the Harbor Commission
AMERICAN PIPE AND CONSTRUCTION COMPANY

THE UNITED STATES OF AMERICA
 BY: A.T.W. MOORE
 A.T.W. Moore
 Colonel, Corps of Engineers
 Contracting Officer

(The following certificate shall be executed by the secretary or assistant secretary.)

I, Fred W. Sick certify that I am the City Clerk of the corporation named as Lessor in the attached Supplemental Agreement; that F. A. Rhodes, who signed said Supplemental Agreement on behalf of the Lessor was then City Manager of said corporation; that said Supplemental Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

FRED W. SICK (CORPORATE SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Supplemental Agreement relative to restoration of Lots 38 and 39, Block C, of Pacific View, by United States of America; being Document No. 380359.

FRED W. SICK
 City Clerk of The City of San Diego, California.

By F. T. Patten Deputy

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That JOHN HANSEN, as principal, and SAINT PAUL MERCURY INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Delaware as surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Seven thousand three hundred twenty dollars (\$7,320.00), (not less than one hundred percent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego, for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 3rd day of December, 1947.

Whereas, the said principal has entered into the annexed contract with the City of San Diego to furnish all materials, labor, tools, equipment, transportation and other expenses necessary or incidental to the construction of roadways, parking areas and blankets on and over the new hydraulic fills adjacent to Ingraham Street in Mission Bay in The City of San Diego, County of San Diego, State of California, all as more particularly and in detail shown upon these certain plans and specifications filed in the Office of the City Clerk of The City of San Diego on the 28th day of October, 1947, marked Document No. 379105 and consisting of Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications, true copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done;

NOW, THEREFORE, 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 herein 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.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument this 3rd day of December, 1947.

ATTEST:
 E. W. NELSON

ATTEST:
 H. GLASGOW

JOHN HANSEN
 Principal
 SAINT PAUL MERCURY INDEMNITY CO. (SEAL)
 208 Scripps Bldg., San Diego
 Surety
 By M. SHANNON
 M. Shannon, Attorney in Fact

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

Acknowledgement of Attorney-in-Fact.

STATE OF CALIFORNIA)
 COUNTY OF SAN DIEGO) ss.

On this 3rd day of December, 1947, before me, a Notary Public, within and for the said County and State, personally appeared M. SHANNON, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of and for the SAINT PAUL-MERCURY INDEMNITY COMPANY, Saint Paul, Minnesota, a corporation created, organized and existing under and by virtue of the laws of the State of Delaware, and acknowledged to me that he subscribed the name of the SAINT PAUL-MERCURY INDEMNITY COMPANY thereto as Surety, and his own name as Attorney-in-Fact.

(SEAL)
 My Commission Expires April 28, 1950

MARSTON BURNHAM
 Notary Public

I hereby approve the form of the within Bond this 9th day of Dec., 1947.

J. F. DuPAUL,
 City Attorney of the City of San Diego

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the City and the payments at the unit prices stated in the Bid Schedule attached hereto, and by this reference made a part hereof, to be paid to the Contractor by the City, in manner and form as hereinafter in attached specifications provided, the Contractor hereby covenants and agrees to and with the City to furnish all materials, labor, tools, equipment, transportation and other expenses necessary or incidental to the construction of roadways, parking areas and blankets on and over the new hydraulic fills adjacent to Ingraham Street in the Mission Bay Project in the City of San Diego, California, all as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of said City on the 28th day of October, 1947, marked Document No. 379105, that true copies of said plans and specifications, together with true copies of Notice to Contractors, Instructions to Bidders and Proposal are hereto attached, and by reference thereto incorporated herein and made a part hereof.

ARTICLE II. In consideration of the completion of the work by the Contractor herein undertaken, according to the terms of this contract, and the faithful performance of all obligations and covenants by the Contractor herein undertaken and agreed upon, the Contractor shall be paid at the unit prices stated in the Bid Schedule and as in the specifications attached hereto.

ARTICLE III. The Contractor hereby agrees that he will be bound by each and every part of the plans and specifications, and do and cause to be done all of said work and improvement as specified in the specifications and as shown upon the plans as the same may be interpreted by the City Planning Department of said City, subject to approval by the City Manager and by the Council, evidenced by Resolution.

ARTICLE IV. 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 results from infringement of patent right 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.

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 employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases 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 the Contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of 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 Section 197 of the Charter of The City of San Diego, and that the said Contractor shall forfeit as a penalty to the City \$10.00 for each alien knowingly employed upon any of the work provided in this Contract to be done by the Contractor, or by any sub-contractor, contrary to the provisions of said Charter, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

ARTICLE V. The Contractor further agrees that in the performance of the work contemplated by this contract, he will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the Contractor, or any subcontractor, in the performance of the work contemplated by this contract; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the Contractor, or by any sub-contractor:

<u>CLASSIFICATION</u>	<u>RATE PER DIEM</u>
	<u>8-Hour Day</u>
Truck Drivers, 5 yds. or more.....	\$ 11.50
Shovel Operators, 1-1/2 cubic yard.....	15.80
Bulldozer Operators.....	15.20
Laborers.....	10.80

OVERTIME

Legal Holidays, Saturdays and Sundays, and other overtime when permitted by law to be paid for at a rate not less than time and one-half.

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, under and pursuant to a resolution of the City Council authorizing such execution and the Contractor has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By F. A. RHODES, City Manager
JOHN HANSEN,
Contractor
By _____

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

I hereby approve the form and legality of the foregoing contract this 9th day of December, 1947.

company having a lease agreement with Lessor;

and

(d) A sum equal to two and one half per centum (2-1/2%) of all gross receipts during said month from all other types of businesses and operations of Lessee other than those hereinabove expressly provided.

2. Time and Manner of Payment. Lessee shall, on or before the 15th day of each calendar month of said term, pay to Lessor as rent for the leased premises (subject to the provisions hereinafter contained regarding "minimum monthly rental") for the next preceding calendar month an amount determined as provided by sub-paragraph numbered "1" hereof.

3. Minimum Monthly rental. It is understood and agreed that, in the event the rent to be paid by Lessee to Lessor for any calendar month of said term, as calculated and determined under the provisions of sub-paragraph numbered "1" of this Article, shall be less than Two Hundred and Fifty Dollars (\$250.00), Lessee shall, at the time of payment for any such calendar month as provided in said sub-paragraph numbered "1", pay to Lessor in addition to the amount so calculated and determined a sum equal to the difference between said amount and \$250.00 (it being the intent and purpose hereof to establish a minimum monthly rental payment of \$250.00), and that Lessee shall not be entitled to any credit with respect to any subsequent month because of the payment of any such additional sum.

4. Meaning of "Gross Receipts". It is understood and agreed that for the purposes hereof "gross receipts" shall be deemed to include the selling price of all merchandise, goods, articles, food, and beverages sold, and all charges for services rendered, in, about or in connection with, the leased premises, irrespective of whether payment therefor is actually received by Lessee or any sub-lessee; provided, however, that there shall not be included therein the amount of any Federal, State, Municipal, or other sales or amusement taxes or other retailer's excise taxes paid or accrued by Lessee, whether such taxes be collected from customers or absorbed by Lessee.

5. Maintenance of Records. Lessee shall at all times during said term cause to be maintained books, records, and cash register recordings in a form approved by Lessor, showing in itemized form all such gross receipts, which said books and records shall be available for inspection or audit at any and all reasonable times by Lessor, or by any person designated by it for the purpose of making any such inspection or audit.

ARTICLE III.

ADDITIONAL FACILITIES TO BE FURNISHED BY LESSOR

1. Rest Room. Lessor shall maintain the structure and make available for the use of Lessee, his agents, employees, patrons, customers, and other invitees, that certain rest room designated on the attached plat as "Building #3 - Rest Room - Divided 15' x 16'". Lessor further agrees to furnish said rest room with the supplies that are customarily used in rest rooms. Lessee agrees to keep said rest room in a clean and sanitary condition.

2. Runway Lights. Lessor shall maintain adequate runway lighting facilities and shall, at its own charge and expense, furnish all equipment and electrical energy necessary to operate such facilities, and shall, in connection therewith, provide illumination at all times when the same shall be required by Lessee.

3. Additional Buildings. Lessor shall, at its own charge and expense and as soon after the date hereof as is reasonably practicable, furnish and cause to be erected and installed on the leased premises four (4) buildings (each twenty (20) feet by forty-eight (48) feet in dimensions), which at the date hereof are located in Balboar Park near the Ford Building, San Diego, California, and when the same shall be so installed and erected, they shall be deemed to be a portion of the facilities leased to Lessee hereby.

4. Substitution of Space and Facilities in Certain Events. In the event that at any time during the term of this lease or during the term of any extension or renewal thereof, Lessor shall elect to develop said airport into a Class II or Class III airport, either with or without the aid of the United States Government, Lessor shall, as a part of such development and as soon after the commencement of work in connection therewith as is reasonable practicable, furnish to Lessee such ground area, of fifteen (15) acres or less, at the option of Lessee, as Lessee shall require, which ground area shall be located as advantageously to Lessee with respect to runways, runway facilities, and other facilities as the leased premises hereinabove described. In such event, and on the substantial completion of such work of development, such ground area and buildings to be placed thereon as hereinafter in this paragraph provided shall be deemed to be substituted in this lease for the leased premises hereinabove described. In such event Lessor shall, at its own expense, move such of the buildings hereinabove described as Lessor and Lessee shall mutually designate to such ground area, and shall place and erect the same thereon in as advantageous locations as on the present site and in substantially the same manner as presently constructed, and shall, at its own expense, install or cause to be installed all water pipes, gas pipes, electrical conduit and wiring necessary to supply such buildings as so relocated with water, gas, electrical power, sewage facilities and telephone service. In such event Lessee shall, subject to the approval of Lessor as to architectural design, have the right to construct such additional buildings on said new site as shall be reasonably necessary to adapt said new site to his needs, and shall have the right to remove any building so constructed by him from the premises at the termination of this lease or of any extension or renewal thereof or at any time prior to any such termination. In this connection Lessor hereby grants to Lessee the right to remove any and all buildings which he may construct at any time while occupying the demised premises, whether under this lease, any extension or renewal of said lease or otherwise.

ARTICLE IV

MAINTENANCE OF PREMISES

1. Maintenance of Buildings. Lessor shall paint all of said buildings within a period of sixty (60) days subsequent to the date hereof. Lessee shall thereafter, and at least as frequently as once each four years during the term of this lease or any extension or renewal thereof, paint said buildings and all others substituted therefor, using good quality paint, as hereinabove provided at his own charge and expense. Lessee shall have charge of the buildings, improvements and facilities hereby leased and shall in general be responsible for their proper upkeep and maintenance; provided, however, that Lessee shall not be required to make any repairs or alterations of a structural nature thereto or thereof, unless such repairs or alterations shall be made necessary as a direct and proximate result of a wilful or negligent act of Lessee or of some one or more of his agents or employees.

which Lessor may have or assert against Lessee under any law in effect at the date hereof or which may hereafter be enacted or become effective, it being the intent hereof that the rights and remedies of Lessor, as hereinabove set forth, shall supplement or be in addition to or in aid of any right or remedy at law or in equity which Lessor may have against said Lessee.

ARTICLE IX

NOTICES AND DEMANDS

Any notice desired or required to be served by either party upon the other may be served by depositing such notice in registered United States mail in a sealed envelope, postage prepaid, addressed as follows:

City Manager,
City of San Diego,
Civic Center,
San Diego, California.

William H. Gibbs, Jr.,
2881 Ocean Front,
San Diego 7, California.

ARTICLE X

GENERAL PROVISIONS

1. No exclusive Right Granted. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of section 303 of the Civil Aeronautics Act of 1938, as amended.

2. Services to be Available to Public. Lessee agrees to make his service available to the public, to make available his airport facilities and services to the public without unjust discrimination, and to refrain from imposing or levying excessive, discriminatory or other unreasonable charges or fees for any use of the airport or its facilities or for any airport service.

3. Sub-agreements to be Submitted to Civil Aeronautics Administration. To the extent that Lessee shall have any rights hereunder to enter into sub-agreements or sub-leases for the use by other persons of airport premises, facilities, improvements or services, such instruments, thirty (30) days prior to execution thereof, shall be submitted through Lessor to the Civil Aeronautics Administration for approval as to form if such submission is required by the rules and regulations of the Civil Aeronautics Administration. It is understood that Lessee shall not sublease for the use by other persons any part of the demised premises, facilities, improvements or services without the prior written approval of Lessor.

4. Lease Subordinate to Agreement with United States. This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the airport.

5. Lessee to Supervise. Lessee agrees to supervise the parts of the airport under lease and all activities thereon in a businesslike and prudent manner.

6. Reservation of Right to Develop Landing Area. Lessor reserves the right further to develop or improve the landing area on all publicly owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance.

7. Reservation of Right to Protect Aerial Approaches. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.

8. Suspension of Provisions of Lease. During the time of war or national emergency Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities and/or other area or facilities of the airport. If any such agreement is executed, the provisions of this instrument, in so far as they are inconsistent with the provisions of the agreement with the government, shall be suspended during such period or periods as such inconsistencies shall exist. In the event of such suspension Lessee shall receive reasonable compensation, the amount of which shall depend on the extent to which his rights hereunder shall be suspended, during such period or periods as such suspension shall be in force. If in the event of such suspension Lessee shall not be able to operate his business or businesses on the demised premises, or if his operation of such business or businesses shall be materially affected during such period or periods as such suspension shall be in force, Lessor agrees to make a reasonable reduction or adjustment in connection with the rental herein agreed to be paid by Lessee.

9. Lessee to Maintain Facilities. Lessee agrees to install, equip and maintain, at his own expense, during usual business hours, reasonable facilities for the servicing and repair of aircraft, and that qualified mechanics and adequate equipment will be available for these services.

10. Lessee to Keep Premises Clean. Lessee shall, at his own expense, keep the premises clean, neat, safe and orderly at all times, free of waste, rubbish and debris, and shall provide a complete and proper arrangement for the sanitary handling and disposal of all trash, garbage and other refuse caused as a result of his activities at the airport.

11. Type of Signs Allowed. Lessee may install and operate at his own expense, such signs and advertising materials being of acceptable appearance on the basis of size, design, color, quality, number, location, content and general conformity, with the architectural and general character of the airport.

Lessee agrees that in the event Lessor shall object to any signs or advertising materials placed on the demised premises by Lessee, he will comply with any requests made by Lessor to modify or remove such signs and advertising materials.

12. Removal of Trade Fixtures. After the expiration date of this lease, or of any extension or renewal thereof, Lessee shall have a reasonable period of time for removal of trade fixtures, furnishings, equipment and installations owned by Lessee. Upon abandonment or failure of Lessee to remove said fixtures and installations within thirty (30) days, title thereof shall vest in Lessor. Lessor shall be given an opportunity to purchase at any agreed price any fixtures and installations which Lessee is entitled to remove. Lessor may, by notice, require that Lessee remove part or all of the property left by him upon the airport.

be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the COLUMBIA CASUALTY COMPANY, and acknowledged to me that he subscribed the name of the COLUMBIA CASUALTY COMPANY thereto as principal, and his own name as Attorney-in-Fact.

(SEAL)

HAZEL DOROTHY ROTH

Notary Public in and for said County and State

My Commission Expires June 27, 1950

I hereby approve the form of the within Bond, this 17th day of December, 1947.

J. F. DuPAUL, City Attorney.

By J. H. McKINNEY,

Deputy City Attorney

I hereby approve the foregoing bond this 17th day of December, 1947.

F. A. RHODES, 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 17th day of December, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and INDUSTRIES SUPPLY COMPANY OF SAN DIEGO, 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:

20,000 ft. 3/4" copper tubing and
2,000 ft. 1" " "

in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 379224.

Delivery will be made by the contractor of 10,000 feet 3/4" and 2,000 feet 1" within two days after receipt of purchase order, balance to be delivered within 50 days; provided, however, that bidder shall not be liable for delays or defaults where occasioned by any causes of any kind or extent beyond its control, including, but not limited to, action of any governmental authority; shortages of labor, raw materials, production facilities or transportation; labor difficulties; fires, floods and accidents.

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

20,000 ft. 3/4" copper tubing	@ \$24.35 per 100 ft.	\$4,872.00
2,000 ft. 1" " "	@ \$30.40 " " "	508.00
		<u>\$5,480.00</u>

Said prices do not include the California State Sales Tax which will be paid by the City.

Said City, in consideration of the furnishing and delivery of said copper tubing by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said copper tubing by said City, will pay said Contractor, in warrants drawn upon the proper fund of said City, the following sum, to-wit: \$5,480.00, exclusive of the California State Sales Tax.

Payment for said material will be made in accordance with purchase order and delivery.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 87711 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
By F. A. RHODES, City Manager
INDUSTRIES SUPPLY COMPANY OF SAN DIEGO,
(SEAL)

ATTEST:

MARION B. HART.

By PAUL B. RAYBURN, JR., Pres.
Contractor

I hereby approve the form and legality of the foregoing contract this 17th day of December, 1947.

J. F. DuPAUL, 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 Industries Supply Company of San Diego for furnishing 20,000 ft. 3/4" and 2,000 ft. 1" copper tubing; being Document No. 381123.

FRED W. SICK

City Clerk of The City of San Diego, California.

By J. T. Tatten Deputy

ATTEST:

By L. DOSTER
Attorney-in-Fact

I hereby approve the form of the within Bond, this 24th day of December, 1947.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY,
Deputy City Attorney

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 20th day of December in the year one thousand nine hundred and forty-seven, before me R. L. Paine a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L. Doster 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 certificate first above written.

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

My Commission will Expire 1-13-50

I hereby approve the foregoing bond this 29th day of December, 1947.

NEAL D. SMITH
Asst. City Manager

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 20th day of December, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and ELECTRIC SUPPLIES DISTRIBUTING COMPANY OF SAN DIEGO, 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:

100,800 feet #14, Type T insulation copper wire and
1,000 " #12, " " " " " "

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 379054.

Said contractor agrees to make delivery within six to eight weeks from receipt of purchase order, but shall not be liable for delays or defaults where occasioned by any causes of any kind or extent beyond its control, including, but not limited to, action of any governmental authority; shortages of labor, raw materials, production facilities or transportation; labor difficulties; fires, floods and accidents.

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

100,800' #14, Type T insulation copper wire	@\$12.44 M	\$1253.95
1,000' #12, " " " " " "	@\$17.08 M	17.08
		<u>\$1271.03</u>

Said prices do not include the California State Sales Tax.

If the manufacturer makes general increases to the trade in the price of the product, any such increases in price made effective by the manufacturer prior to date of shipment may be added by contractor to the prices hereinabove mentioned, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances, and allowing cancellation to be effected by the City if it elects so to do. Provided, however, that any increases to the City, allowed under the above conditions, shall not exceed 10% of the prices hereinabove mentioned, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to The City of San Diego.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said equipment by said City, will pay said Contractor, in warrants drawn upon the proper fund of said City, the following sum, to-wit: One Thousand Two Hundred Seventy-one and 03/100 Dollars (\$1271.03), exclusive of the California State Sales Tax which will be paid by the City.

Payment for said material will be made in accordance with purchase order and delivery.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 87556 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

the amount of the bid so accepted. If bids are not called for and received within 90 days after acceptance of the completed plans and specifications, then the Architects' fee shall be computed upon the said estimated cost of such construction.

In the event the Owner and the Architects cannot agree on the correctness of the cost estimate, the Owner shall appoint one arbitrator, the Architects shall appoint one arbitrator, and the two arbitrators shall appoint a third arbitrator; in the event that the two arbitrators are unable to agree upon the appointment of the third arbitrator, then the third arbitrator shall be appointed by the judge of the Presiding Department of the Superior Court of the State of California in and for the County of San Diego. The arbitrators shall report their decision in writing, and the decision of a majority of the arbitrators shall be final. The arbitrators shall be paid a reasonable fee for their services, and the cost of such arbitration shall be borne equally by the Owner and the Architects.

(d) Upon completion of actual construction and acceptance of the work by the Owner, the Architects shall be paid the 2% fee for their supervision of the construction work. This 2% shall be computed upon the actual cost of such construction (exclusive of the cost of seats and equipment and of the cost of the Architects' services).

The Architects shall select and employ, at their own expense, and subject to the approval of the Owner, such engineers and other experts as may be necessary for the proper execution of their, the Architects', work and shall keep the Owner informed of all such engagements of consultants or engineers.

No deductions shall be made in computing the Architects' fee on account of penalty, liquidated damages, or any sum, if any, withheld from payments to contractors.

The Architects shall furnish the Owner ten (10) sets of blueprints and specifications. Any additional sets shall be paid for by the Owner.

9. SUSPENSION OR ABANDONMENT OF THE WORK: Should the execution of any work designed or specified by the Architects, or any part of such work, be abandoned or suspended for more than 90 days by the Owner, the Architects shall be paid in accordance with the terms of Paragraph 8 of this agreement for all services rendered up to the time of such abandonment or suspension. In the event the work is abandoned before the working drawings and specifications have been approved by the Owner, the amount due to the Architects shall be computed on the basis of the degree of completion of the working drawings and specifications. All such payments shall accrue and become due within thirty (30) days after such abandonment or suspension. The Architects shall supply the Owner with ten (10) sets of working drawings and specifications of said building, completed by the Architects, before the Architects may receive payment under the terms of this paragraph.

10. INSPECTION: The Owner shall have the option to appoint an inspector, either at its own discretion or in accordance with any requirements of State Law, at its own cost; and said inspector, when so appointed, may also serve as superintendent of construction. Said inspector shall report from time to time to the City Manager of said Owner as to the progress of said construction, and shall consult with and work under the direction of the Architects as to any problems of construction he may find in connection therewith.

11. CHANGE ORDERS: The Architects shall advise the Owner, in writing, of any material change, or changes, necessary in the plans and specifications of said building and shall order the contractors to make such changes only after they have been approved by the Owner in writing. The Architects may order, on their own responsibility and pending the Owner's approval, changes necessary at the time to meet construction emergencies, after first securing written approval of the City Manager, or, in his absence, of the Assistant City Manager.

12. OWNERSHIP OF DOCUMENTS: Drawings and specifications supplied as herein required are the property of the Owner, whether the work for which they are made be executed or not. The Architects shall furnish to the Owner on completion of each drawing and set of specifications a full, true and correct copy or blueprint of said drawings and specifications. At the conclusion of the work one set of drawings and specifications shall be corrected to agree with and embody all material changes made during the constructions.

13. OWNERS DECISIONS: The Owner shall give thorough consideration to all sketches, drawings, specifications, proposals, contract, and other documents laid before it by the Architects at any meeting regularly held; whenever prompt action is necessary said Owner shall inform the Architects of its decision promptly, so that the work of the Architects shall not be delayed, and so that the Architects will not be prevented from giving drawings or instructions to contractors promptly.

14. SURVEYS, BORINGS, AND TESTS: The Owner shall, upon request, furnish the Architects with complete and accurate surveys of the building site, giving the grades and lines of streets, pavements and adjoining properties; the rights, restrictions, easements, boundaries, contours, locations of trees, and full information as to sewer, water, gas, and electrical service. The Owner is to pay for borings or test pits, if necessary, and for chemical, mechanical, or other tests when required.

15. SUCCESSORS AND ASSIGNS: All the terms, conditions and provisions hereof shall inure to and shall bind the parties hereto, their, and each of their, respective heirs, executors, administrators, successors and assigns.

The Architects shall have the right to join with them in the performance of this agreement, any qualified person or persons acceptable to the Owner with whom they may in good faith enter into general partnership or similar relations, but this shall not relieve the Architects of any duty, responsibility or liability hereunder.

Except as above, the Architects shall not assign, sublet or transfer their interest in this agreement without the written consent of the Owner.

16. In consideration of the premises, the Architects agree that they shall at once proceed with the preparation of the work to be performed by them upon receipt from the Owner of the necessary data, and shall complete the same within a year of the date of execution of this agreement.

Should the Owner let out said work under the "segregated bid" plan the Architects shall be bound to perform all architectural services in connection with said work, including supervision, at and for the compensation herein provided.

17. It is mutually agreed that in no case unauthorized by the Charter of The City of San Diego and/or the General Laws of the State of California shall said City or any department, board or officer thereof be liable for any portion of the contract price.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego by and through its City Manager, under and pursuant to a resolution of its Council No. 86891, adopted on the 25th day of August, 1947, and second parties have hereunto affixed their names the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
Party of the First Part,
By F. A. RHODES, City Manager

The amount of water so diverted into said San Vicente Reservoir for the purposes of this Permit shall be considered the amount of water delivered to said LICENSEE at said Outlet for California Water and Telephone Company and said Outlet for La Mesa, Lemon Grove and Spring Valley Irrigation District. It is the understanding and intention of the parties that losses from evaporation and/or transportation shall be borne by said LICENSEE.

STORAGE RIGHTS

The LICENSEE shall have no storage rights in said San Vicente Reservoir. Water shall not be diverted or caused to be diverted by said LICENSEE into said San Vicente Reservoir in amounts in excess of the amounts which said LICENSEE is at the time of such diversion able to accept and receive at said Outlet for California Water and Telephone Company and said Outlet for La Mesa, Lemon Grove and Spring Valley Irrigation District.

PAYMENTS

Payments by the LICENSEE to the LICENSOR under the terms of this Revocable License and Permit shall be made monthly. The LICENSOR, on or before the 10th day of each calendar month during the term of this Revocable License and Permit, shall furnish the LICENSEE a statement indicating in acre feet the amount of water which the LICENSEE has diverted or has caused to be diverted from said San Jacinto-San Vicente Aqueduct into said San Vicente Reservoir during said immediately preceding calendar month. Within twenty days thereafter said LICENSEE shall pay said LICENSOR the amount due, as disclosed by said statement and/or any correction or modification thereof.

DIVERSIONS AND WITHDRAWALS

The amount of water which the LICENSEE may divert into and pass through said Reservoirs and Pipe Lines shall not exceed in amount 730 acre feet each calendar month, and said diversion shall be continuous and constant in amount, or nearly so.

Withdrawals of water at said Outlet for La Mesa, Lemon Grove and Spring Valley Irrigation District shall be at a rate constant in amount, or nearly so, and not to exceed a total monthly withdrawal of 350 acre feet, or thereabout.

Withdrawals of water at said Outlet for California Water and Telephone Company shall be at a rate constant in amount, or nearly so, and not to exceed a total monthly withdrawal of 370 acre feet, or thereabout.

GATES, VALVES, ETC.

The LICENSOR shall install and maintain the valves, gates, meters and other devices necessary or convenient to enable the LICENSEE to divert and convey said waters into and through said facilities of the LICENSOR. The Cost of such equipment and the installation thereof shall be borne by the LICENSEE.

METHOD OF PAYMENT OF LICENSE FEES

It is specifically agreed and understood by the parties hereto that such monthly payments shall be in the form of warrants and/or checks issued by California Water and Telephone Company, a corporation, and/or La Mesa, Lemon Grove and Spring Valley Irrigation District. That said warrants and/or checks, and each one thereof, shall be payable to The City of San Diego, a municipal corporation.

It is also specifically agreed and understood between the parties hereto that no part or portion of the amounts to which the LICENSOR is entitled under the terms of this Revocable License and Permit shall be or become at any time or in any manner a charge upon or against the area of any municipality included, in whole or in part, as a separate unit in said San Diego County Water Authority or be paid in whole or in part from any fund or funds of said County Water Authority, whether said fund is raised by general or special tax, by the sale of water, or otherwise.

ACCESS AND INSPECTION

Officers, agents and employees of the LICENSEE shall have right of access to, and examination of, the place and facilities used in the diversion of the waters of said LICENSEE at the southerly end of said San Jacinto-San Vicente Aqueduct, and at said Outlet for California Water and Telephone Company and said Outlet for La Mesa, Lemon Grove and Spring Valley Irrigation District, but shall have no right or privilege of examination, inspection or control of any part or portion of said San Vicente Dam or Reservoir, said San Vicente Pipe Line, said El Capitan Pipe Line, said El Monte Pipe Line, said University Heights Reservoir, said 30th Street Water Main, or any of them.

REVOCACTION

Prior to April 30, 1948, being the date of expiration of the Revocable License and Permit herein, either party, without other notice, may in writing terminate this Revocable License and Permit. Such revocation by the LICENSOR shall be in the form of a Resolution of the Council of The City of San Diego, adopted by at least a majority of the members constituting a quorum at the meeting at which said Resolution is voted. Such revocation by the LICENSEE shall be in the form of a Resolution of its Board of Directors, adopted by at least a majority of the members constituting a quorum at the meeting at which said Resolution is voted.

IN WITNESS WHEREOF, The City of San Diego has caused this Revocable License and Permit to be executed by the Mayor and attested by the City Clerk of said City, pursuant to resolution regularly and duly adopted, and said San Diego County Water Authority has caused this Revocable License and Permit to be executed by the Chairman of its Board of Directors and attested by its Executive Secretary, pursuant to resolution regularly and duly adopted this 27th day of December, 1947.

ATTEST:
(SEAL)
FRED W. SICK,
Fred W. Sick, City Clerk
By A. M. WADSTROM, Deputy
(SEAL)

By THE CITY OF SAN DIEGO
HARLEY E. KNOX,
Harley E. Knox, Mayor

ATTEST:
ELEANOR LONGFELLOW,
Eleanor Longfellow
Executive Secretary.

By SAN DIEGO COUNTY WATER AUTHORITY
FRED A. HEILBRON,
Fred A. Heilbron, Chairman,
Board of Directors.

I hereby approve the form and legality of the foregoing Revocable License and Permit this 29th day of December, 1947.

By J. F. DuPAUL, City Attorney
SHELLEY J. HIGGINS,
Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy

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 said Chapter 3, Division 5, Title I of the Government Code provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of Civil Procedure of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the said principal and surety have executed this instrument, the day and year first hereinabove written.

V. R. DENNIS
Doing business as V. R. DENNIS
CONSTRUCTION CO.

ATTEST:

By

Principal
GLENS FALLS INDEMNITY COMPANY (SEAL)
Surety

ATTEST:

T. J. PICKETT

By

F. E. BRISBINE
F. E. Brisbine, Attorney

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

On this 22nd day of December in the year One Thousand Nine Hundred and forty seven before me, MARWIN F. JONAS a Notary Public in and for the said County of Los Angeles, residing therein, duly commissioned and sworn, personally appeared F. E. Brisbine known to me to be the ATTORNEY of the GLENS FALLS INDEMNITY COMPANY, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

MARWIN F. JONAS

(SEAL)

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

My Commission Expires Nov. 2, 1951

I HEREBY APPROVE the form of the foregoing Bond this 26th day of December, 1947.

J. F. DuPAUL, City Attorney,

By J. H. MCKINNEY,
Deputy City Attorney.

I HEREBY APPROVE the foregoing Bond this 26th day of December, 1947.

NEAL D. SMITH,
Asst. 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 22nd day of December, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and V. R. DENNIS, an individual, doing business as V. R. DENNIS CONSTRUCTION CO., party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all labor, tools, transportation, material, equipment and supplies, and any and all other expense of every kind and description necessary or incidental to the construction of a portion of TRUNK SEWER NO. 2 across the intersection of Pacific Highway and Balboa Avenue, in the City of San Diego, California, consisting of approximately 532 feet of 3-inch sewer main, manholes, and appurtenances; all as more particularly and in detail set forth in those certain drawings and specifications therefor contained in Document No. 379557, on file in the office of the City Clerk of said City.

Said contractor hereby agrees to do and perform all of said work, at and for the sum of Ten thousand seven hundred twenty dollars (\$10,720.00).

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

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by him to be performed and the acceptance of said work by said City, will pay said contractor in warrants drawn upon the proper fund of said City, the sum of Ten thousand seven hundred twenty dollars (\$10,720.00), as follows, to-wit:

Upon acceptance of the work by the City there shall be paid to the contractor a sum equal to ninety per cent (90%) of the value of the work performed. The final payment of ten per cent (10%) of the value of the work done under this contract, if unencumbered, shall be made thirty-five (35) days after the acceptance of the work by the City. The final acceptance of the work will be made only by action of the City Council, evidenced by Resolution, and upon the filing by the contractor of a release of all claims of every nature on account of the work done under this contract, together with an affidavit that all claims have been fully paid. The acceptance by the contractor of said payment shall constitute a waiver of all claims against the City arising under this contract.

Said contractor further agrees not to underlet nor assign this contract, or any part thereof, to any one, without the consent of the Council, in writing, having been first obtained.

Said contractor further agrees to be bound by each and every part of said specifications as the same may be interpreted in case of dispute or question by the City Engineer of said City. Further, that contractor will protect from the elements all of the materials and supplies to be used in the performance of said work, and in case of damage to any portion of said work or materials or supplies to be used in the performance of said work by reason of accident, the action of the elements, or any other cause whatsoever, before the final acceptance of said work, the contractor will repair or replace such damage, at contractor's own cost and expense.

The work shall be conducted under the immediate supervision of the City Engineer, or

Trade or Occupation (Con't)	Wage Per 8-Hour Day
OTHER TRADES:	
Carpenter	\$ 15.20
Cement Finisher	15.80
Electrician, Journeyman,	17.00
Reinforcing Iron Worker	15.80
Any classification omitted herein, not less than	10.80

Foremen to receive not less than \$1.40 per diem above laborer or journeyman classification.

OVERTIME: Not less than one and one-half times the said prevailing or current rate of per diem wages shall be paid for extra work performed by such laborers, workmen or mechanics on Sundays and legal holidays as set forth in Section 10 of the Political Code 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.

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 87854 of the Council authorizing such execution, and the said contractor has hereunto subscribed his name the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By NEAL D. SMITH,
Asst. City Manager.
V. R. DENNIS
Doing business as V. R. DENNIS
CONSTRUCTION CO.
Contractor

I hereby approve the form and legality of the foregoing contract this 25th day of December, 1947.

J. F. DuPAUL, 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 V. R. DENNIS CONSTRUCTION CO. for portion of Trunk Sewer No. 2, across intersection of Pacific Highway and Balboa Avenue; being Document No. 381250.

FRED W. SICK
City Clerk of The City of San Diego, California.

By J. H. Tatten Deputy

B O N D

BOND NO. B-15041

KNOW ALL MEN BY THESE PRESENTS: That we, GEORGE McMANNES, as principal, and PACIFIC EMPLOYERS INSURANCE COMPANY, a corporation, organized and existing under the laws of the State of CALIFORNIA, and licensed to do business in the State of California as sole surety, as surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, County of San Diego, State of California, a municipal corporation, in the penal sum of FIVE HUNDRED AND NO/100 Dollars, (\$500.00), to be paid to said The City of San Diego, for which payment well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 1st day of DECEMBER, 1947, and executed and to be performed in said City of San Diego.

THE CONDITION OF THIS OBLIGATION is such that if the above bounden GEORGE McMANNES shall well and truly keep and faithfully perform the covenants, conditions and agreements contained in a certain contract about to be made between said GEORGE McMANNES and The City of San Diego, and which said contract is contained in Document No. _____, on file in the office of the City Clerk of said City, on its part to be kept and performed, in the manner and form therein specified, and shall furnish materials in compliance with the specifications and perform all that certain work and improvement in said City, which is more particularly described in said contract, to which contract reference is hereby made for further particulars, then the above obligation to become void, otherwise to remain in full force and effect.

This bond is executed in accordance with the provisions of Ordinance No. 1025 (New Series) of the ordinances of The City of San Diego, adopted November 24, 1936, as amended.

IN WITNESS WHEREOF, the said principal and surety have 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.

ATTEST:

Secretary

ATTEST:

Secretary

GEORGE McMANNES

Principal
PACIFIC EMPLOYERS INSURANCE COMPANY
(SEAL)

By J. G. REILLY, Surety
(J. G. Reilly) Attorney-in-Fact

PROPOSAL: for furnishing
Clarifiers, Digesters,
Detritors, Bar Screen.

THIS AGREEMENT, made the 19th day of December, 1947, by and between the City of San Diego, San Diego County, California, herein called the "City", and CHAIN BELT COMPANY, a corporation, herein called the "Manufacturer",

WITNESSETH: That the City and the manufacturer for the consideration stated herein agree as follows:

ARTICLE I: SCOPE OF WORK. The manufacturer shall perform, within the time stipulated, the contract as herein defined of which this agreement is a component part and everything required to be performed, and shall provide and furnish any and all of the labor, materials, tools, expendable equipment and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work covered by the contract in connection with the City's project as identified above, all in strict conformity with the plans and specifications, including any and all addenda issued by the City, and the other contract documents hereinafter enumerated.

It is agreed that said labor, materials, tools, equipment and services shall be furnished and the contract performed and completed under the direction and supervision and subject to the approval of the City or its authorized representative.

ARTICLE II: CONTRACT PRICE. The City shall pay the manufacturer as full consideration for the faithful performance of this contract, subject to any additions or deductions as provided in the contract documents, the contract price as computed in the proposal, a copy of which is attached hereto and made a part hereof, and at the time and in the manner set forth in the specifications attached hereto.

Payments are to be made to the manufacturer in accordance with and subject to the provisions of the contract.

ARTICLE III: PRICE ADJUSTMENT CLAUSE. See Addendum No. 3

ARTICLE V: COMPONENT PARTS OF THE CONTRACT. The contract entered into by the acceptance of the manufacturer's bid and the signing of this agreement consists of the following documents, all of which are component parts of said contract and as fully a part thereof as if herein set out in full, and, if not attached, as if hereto attached:

- | | |
|-----------------------------|----------------------------|
| 1. This agreement | 4. Information for bidders |
| 2. Addenda No. 1, 2, 3, ___ | 5. Advertisement for bids |
| 3. Specifications | 6. Bid |

In the event of any conflict or inconsistency between any of the foregoing documents, the conflict or inconsistency shall be resolved upon the basis of the numerical order of the documents, with the document or documents assigned the lower number or numbers being controlling over any document having a higher number in the numerical order set forth above.

IN WITNESS WHEREOF, two (2) identical counterparts of this agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by the manufacturer hereinabove named, and by the City of San Diego by its City Manager, as authorized by Resolution No. 87556 of its Council, adopted on the 31st day of Dec., 1947.

THE CITY OF SAN DIEGO
City
By NEAL D. SMITH
Asst. City Manager
CHAIN BELT COMPANY
Manufacturer (SEAL)

By JOHN T. BROWN
Vice President

ATTEST: if Corporation
Corporate
Seal W. H. BRANDT
Title Asst. Secy.

WITNESSESS: if individual or
partnership

I hereby approve the form and legality of the foregoing agreement this 30th day of December, 1947.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY,
Deputy City Attorney

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that CHAIN BELT COMPANY, a corporation, as Principal and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Maryland, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of One thousand one hundred seventy-eight and no/100 Dollars (\$1178.00), lawful money of the United States of America, to be paid to said City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 19th day of December, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas the said Principal has entered into the annexed contract with the City of San Diego to furnish and deliver to said City one (1) mechanically-raked Bar Screen, exclusive of one panel board, for construction and enlargement of the Sewage Treatment Plant of said City, in accordance with the plans and specifications, referred to in said contract, and for the contract price herein set forth.

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

ATTEST:
W. H. BRANDT

CHAIN BELT COMPANY (SEAL)
By JOHN T. BROWN,
Principal
UNITED STATES FIDELITY AND GUARANTY
Surety COMPANY
By ROBERT C. MERZ
Its Attorney in Fact.

ATTEST:

and sworn, personally appeared Arthur H. McKee 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) H. MADSEN
Notary Public in and for the County of San Diego,
State of California

My Commission Expires May 13, 1950

RECORDED OCT 23 1947 Min. Past 11 A.M. in Book 2516 at Page 261 of Official Records,
San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.
V. WEBER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Arthur H. McKee relative to residence at Rockford Drive and Mesita; being Document No. 378629.

FRED W. SICK
City Clerk of The City of San Diego, California.

By J. J. Patten Deputy

A G R E E M E N T

Regarding construction of residence with less than required rear yard
Regarding use of _____

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

Arthur H. McKee, after being first duly sworn, for himself deposes and says:

That I am the owner of the hereinafter described real property:

Lots 50 and 17 and 18 Block _____
Subdivision Collwood Park, located at Mesita Drive and Pembroke Drive.

THAT I desire to construct a residence on Lot 50 with a rear yard varying from 5 ft. to 20 ft., and have applied for a Zone Variance under Petition No. 5195, dated September 11, 1947;

THAT I, in consideration of approval granted by the City of San Diego to construct said residence on Lot 50 with a rear yard varying from 5 ft. to 20 ft. by Zoning Committee Resolution No. 2559, dated October 8, 1947 do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that no building will be placed on Lots 17 and 18, Collwood Park, which abut Lot 50 in the rear, closer than 30 ft. from the rear lot lines of said Lots 17 and 18.

THAT this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

ARTHUR H. MCKEE
4875 College Ave.

On this 14th day of October A.D. Nineteen Hundred and Forty Seven, before me, the undersigned A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Arthur H. McKee 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) H. MADSEN
Notary Public in and for the County of San Diego, State
of California

My Commission Expires May 13, 1950

RECORDED OCT 23 1947 Min. Past 11 A.M. in Book 2516 at Page 267 of Official Records,
San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.
V. WEBER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Arthur H. McKee relative to residence at Mesita Drive and Pembroke Drive; being Document No. 378630.

FRED W. SICK
City Clerk of The City of San Diego, California.

By J. J. Patten Deputy

ARTHUR H. McKEE

DOROTHY J. McKEE

Address

Address

On this 15th day of October A. D. Nineteen Hundred and forty seven, before me, the undersigned A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Arthur H. McKee and Dorothy J. McKee 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 _____ County of San Diego, State of California, the day and year in this certificate first above written.

H. MADSEN

(SEAL)

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

My Commission Expires May 13, 1950

RECORDED OCT 23 1947 Min. Past 11 A.M. in Book 2516 at Page 268 of Official Records,
San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder

By Deputy D. COLE

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

V. WEBER

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Arthur H. McKee et ux relative to residence on Pembroke Drive; being Document No. 378821.

FRED W. SICK

City Clerk of The City of San Diego, California.

By F. W. Sicken DeputyAGREEMENT FOR MODIFICATION OF LEASE

THIS AGREEMENT, made and entered into this 1st day of February, 1945, 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, party of the first part, hereinafter referred to as the "City," and UNITED AIR LINES, INC., a corporation, party of the second part, hereinafter called the "Company," WITNESSETH:

WHEREAS, The City of San Diego, as lessor, heretofore on the 25th day of February, 1931, entered into a lease of certain tidelands of said City with Pacific Air Transport Corporation, which said lease is on file in the office of the City Clerk of said City, bearing Document No. 266212, and is recorded in Book 7, page 139, et seq., Records of said City Clerk, which lease was duly assigned on the 9th day of April, 1935, by said Pacific Air Transport Corporation, to United Air Lines, Inc., by authority of Ordinance No. 628 (New Series), and

WHEREAS, said city and said Company are mutually desirous of amending and modifying said lease in certain particulars hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and of the matters and things herein after recited and the mutual consent of the parties, said above described lease is hereby modified and amended in the following particulars, and none other:

(1) That said lease is hereby modified and amended by adding to the leased premises a parcel of land described as follows:

Beginning at the intersection of the northwesterly line of Palm Street with the mean high tide line of the Bay of San Diego, as said mean high tide line was established by that certain superior Court Action numbered 35473; thence southwesterly along the southwesterly prolongation of the northwesterly line of Palm Street a distance of 235.59 feet to a point on a curve concave to the southwest, having a radius of 1979.5 feet and the center of which bears south 54° 12' 14" west; thence south 54° 12' 14" west along a radial line of said curve a distance of 100 feet to an intersection with a curve drawn concentric to the above described curve and having a radius of 1879.5 feet; thence southeasterly along the arc of said concentric curve an arc distance of 271.52 feet to a point, said point being the most westerly corner of that tideland area leased to United Air Lines; thence on a radial line north 62° 28' 52" east along the northwesterly line of said tideland area a distance of 98 feet to the true point or place of beginning, said true point being the point of intersection with a curve drawn concentric to above described curve and having a radius of 1977.5 feet; thence northwesterly along the arc of said concentric curve an arc distance of 11.70 feet to a point, thence on a radial line north 62° 08' 32" east a distance of 52 feet to a point on a curve concentric to above described curves, having a radius of 2029.5 feet, said concentric curve being the southwesterly property line of Pacific Highway (formerly Atlantic Street), dedicated as and for a public highway by Resolution No. 108, by the Harbor Commission of the City of San Diego, State of California); thence southeasterly along the southwesterly boundary line of said Pacific Highway an arc distance of 12.0 feet to a point, said point being the most northerly corner of said tideland area leased to United Air Lines; thence south 62° 28' 52" west along the northwesterly boundary of said tideland area a distance of 52 feet to the true point or place of beginning, containing 616 square feet of tideland area.

The land hereinabove described being shown on Drawing No. 8-B-1, dated December 21, 1944, attached hereto, marked "Exhibit B", and made a part of this agreement.

(2) That during the remainder of the term of said lease the lessee shall pay for said additional area the following rentals:

For the period commencing on the date hereof and ending on the 25th day of February, 1945, at the rate of 5¢ per square foot per year;

For the period commencing on the 25th day of February, 1945, and ending on the 25th day of February, 1951, at the rate of 8¢ per square foot per year;

For the period commencing on the 25th day of February, 1951, and ending on the 25th day of February, 1956, at the rate of 10¢ per square foot per year.

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

KNOW ALL MEN BY THESE PRESENTS, That SIM J. HARRIS COMPANY, a corporation, as Principal and UNITED STATES FIDELITY AND GUARANTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of MARYLAND as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND ONE HUNDRED SEVENTY-ONE and no/100 Dollars (\$1171.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this _____ day of December, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the construction of a storm drain, with appurtenances, between "J" and "K" Streets, 195 feet east of 30th Street, all in accordance with the drawings and specifications therefor contained in Document No. 379227 on file in the office of the City Clerk of said City, and for the contract price therein set forth.

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

ATTEST:

J. P. EXSTRAND,
Secretary

SIM J. HARRIS COMPANY (SEAL)
By SIM J. HARRIS, President
Principal
UNITED STATES FIDELITY AND GUARANTY
COMPANY (SEAL)
By MILTON R. CHEVERTON,
Attorney-in-Fact

ATTEST:

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

On this twelfth day of DECEMBER in the year one thousand nine hundred and FORTY-SEVEN, before me, R. VICTOR VENBERG a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared MILTON R. CHEVERTON, 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 MILTON R. CHEVERTON duly acknowledged to me that the subscribed the name of the UNITED STATES FIDELITY AND GUARANTY COMPANY thereto as Surety and his own name as Attorney-in-Fact.

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

R. VICTOR VENBERG (SEAL)
Notary Public in and for SAN DIEGO County, State of
California

My Commission Expires May 6, 1951

I hereby approve the form of the within Bond, this 15th day of December, 1947.

J. F. DuPAUL, City Attorney
By J. H. MCKINNEY,
Deputy City Attorney

I hereby approve the foregoing bond this 15th day of December, 1947.

F. A. RHODES, City Manager.

KNOW ALL MEN BY THESE PRESENTS, That SIM J. HARRIS COMPANY, a corporation, as Principal and UNITED STATES FIDELITY AND GUARANTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of MARYLAND as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO THOUSAND THREE HUNDRED FORTY-TWO and no/100 Dollars (\$2,342.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, ~~and the said Surety hereby binds itself, its successors and assigns,~~ jointly and severally, firmly by these presents.

Signed by us and dated this _____ day of December, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the construction of a storm drain, with appurtenances, between "J" and "K" Streets, 195 feet east of 30th Street, all in accordance with the drawings and specifications therefor contained in Document No. 379227 on file in the office of the City Clerk of said City; and

WHEREAS, the aforesaid penal sum of TWO THOUSAND THREE HUNDRED FORTY-TWO and no/100 Dollars (\$2,342.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on, or furnish materials, to be used in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, its successors and 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 Chapter 3 of Division 5 of Title I of the Government Code of the State of California, 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 said Chapter 3, Division 5, Title I of the Government Code provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of Civil Procedure of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the said principal and surety have executed this instrument, the day and year first hereinabove written.

ATTEST:

J. P. EXSTRAND,
Secretary

SIM J. HARRIS COMPANY (SEAL)
By SIM J. HARRIS, President
Principal
UNITED STATES FIDELITY AND GUARANTY
Surety COMPANY (SEAL)

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 contractor's 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 Laws, as set forth in the Labor Code of the State of California.

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 said Workmen's Compensation, Insurance and Safety Laws, 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 employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases 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, \$10.00 for each laborer, workman or mechanic employed in the execution of this contract 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 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 Section 197 of the Charter of The City of San Diego, and that the said contractor shall forfeit as a penalty to the City \$10.00 for each alien knowingly employed upon any of the work provided in this contract to be done by the contractor, or by any sub-contractor, contrary to the provisions of said Charter, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

The contractor further agrees that in the performance of the work contemplated by this contract said contractor will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the contractor or any subcontractor in the performance of the work contemplated by this contract; and that the contractor shall forfeit as a penalty to the City \$10.00 for each laborer, workman or mechanic employed, for each calendar day or portion thereof such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the contractor, or by any subcontractor:

<u>Trade or Occupation</u>	<u>Wage Per 8-Hour Day.</u>
LABORERS:	
General or Construction	\$10.80
Operators and tenders of pneumatic and electric tools, vibrating machines and similar mechanical tools not separately classified herein	12.40
Asphalt raker and ironer	12.40
OPERATING ENGINEERS:	
Concrete or Asphalt spreading, mechanical tamping or finishing machine operator	15.20
Motor patrol operator, including any type of power blade	16.20
Pavement breaker operator	14.80
Tractor operator--bulldozer, tamper, scraper or drag type shovel or boom attachments	15.20
Concrete mixer operator--paving type and mobile mixer	16.00
Trenching machine operator	15.80
TRUCK DRIVERS:	
Drivers of trucks legal payload capacity less than 5 tons	11.40
Drivers of trucks legal payload capacity between 5 and 10 tons	11.60
OTHER TRADES:	
Cement finisher	15.80
Carpenter	15.20
Reinforcing steel worker	15.80

Any classification omitted herein not less than 10.80

OVERTIME: Not less than one and one-half times the said prevailing or current rate of per diem wages shall be paid for extra work performed by such laborers, workmen, or mechanics on Sundays and legal holidays as set forth in Section 10 of the California Political Code 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.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting

Said contractor hereby agrees to furnish and deliver the lamps above described at 35% discount for standard packages, and 30% discount for broken packages amounting to less than \$15 list value, off the standard price schedule of the Westinghouse Electric Corporation, Westinghouse Lamp Division, contained in Document No. 379041, on file in the office of the City Clerk of said City, or any subsequently issued schedule that supplements or takes the place of said schedule on file in the office of the City Clerk. Said contractor will allow an additional discount of 2% for payment within 30 days after date of invoice; and, provided that the City furnishes properly executed Excise Tax Exemption Certificate, will allow the tax charge of 10.4% of the list price as shown on said standard price schedule. Contractor agrees that should purchases during the life of the contract reach an amount entitling the City, in accordance with said schedules, to a discount greater than that used for billing, the manufacturer will credit the City's account with an amount equal to the difference between the price at which the lamps have been invoiced and the price to which the purchaser is so entitled. Said prices do NOT include the California State Sales Tax.

The contractor hereby agrees that there will be no increase in price over list submitted, and also agrees that the City will have the benefit of any decrease in the list submitted during the contract period.

The total net requirements of said City are estimated to amount to the sum of \$20,000.00, but should said purchases not amount to said sum of \$20,000.00 during the period hereinabove mentioned, said contractor agrees to waive any undercharge billing which might be due as a result of differential in discounts.

In consideration of the promises of the contractor herein contained, the City agrees to purchase from the contractor exclusively all the Westinghouse incandescent electric lamps which the City may require during the period of one year covered by this contract.

Said City, in consideration of the furnishing and delivery of said lamps by said contractor, according to the terms of this contract, and the faithful performance of all the obligations and covenants of said contractor herein undertaken and agreed upon, and the acceptance of said lamps by said City, will pay said contractor for said lamps at the rate of 35% discount for standard packages, and 30% discount for broken packages amounting to less than \$15 list value, off the standard price schedule of the Westinghouse Electric Corporation, Westinghouse Lamp Division, contained in Document No. 379041, on file in the office of the City Clerk of said City, or any subsequently issued schedule that supplements or takes the place of said schedule on file in the office of the said City Clerk, less 2% discount for payment within 30 days after date of invoice, less certain other hereinabove mentioned allowances conditioned upon the City's furnishing properly executed Excise Tax Exemptions Certificates; which said prices do NOT include the California State Sales Tax.

All guaranties by the contractor as to quality, performance or delivery of lamps are given subject to material and other restrictions placed upon the manufacturer by the United States Government, or any agencies thereof. If there is any conflict between the terms and conditions of this agreement and any Federal agency order, ~~the Federal agency order~~, the Federal agency order shall prevail.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies were engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor the City, pursuant to resolution of the City Council, may---

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (30) (days); or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 87601 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.
By F. A. RHODES, City Manager.

FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 12th day of December, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, by and through its Manager, hereinafter sometimes designated as the City, and R. E. HAZARD CONTRACTING CO., a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the payments at the unit prices stated in the Bid Schedule attached hereto, and by this reference made a part hereof, to be paid to the Contractor by the City, in manner and form as hereinafter in attached specifications provided, the Contractor hereby covenants and agrees to and with the City to furnish any & all required materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of a 12-inch Water Main in Juniper Street and in City Rights of Way between 33rd and 39th Streets, in the City of San Diego, California, all as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of said City on the 14th day of October, 1947, marked Document No. 378559, that true copies of said plans and specifications, together with true copies of Notice to Contractors, Instructions to Bidders and Proposal are hereto attached, and by reference thereto incorporated herein and made a part hereof.

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 obligations and covenants by the Contractor herein undertaken and agreed upon, the Contractor shall be paid at the unit prices stated in the Bid Schedule and as in the specifications attached hereto.

ARTICLE III. The Contractor hereby agrees that he will be bound by each and every part of the plans and specifications, and do and cause to be done all of said work and improvement as specified in the specifications and as shown upon the plans, as the same may be interpreted by the Director of the Water Department of said City, subject to approval by the City Manager and by the Council, evidenced by Resolution.

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

ARTICLE V. The Contractor shall keep harmless and indemnify the City of San Diego, its officers and agents, from all damage, cost or expense that arises or results from infringement of patent right of any one for use by The City of San Diego, its officers or agents, of articles supplied by the Contractor under this contract, of which he is not patentee, or which he is not entitled to use or sell.

ARTICLE VI. The Contractor further agrees and covenants that neither the Contractor, nor any subcontractor, doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided for in this contract to be done, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day in violation of the provisions of Section 195 of the Charter of The City of San Diego; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed by the Contractor or by any subcontractor upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of said Section of the City Charter; and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done any alien, contrary to the provisions of Section 197 of the Charter of The City of San Diego; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractor or any subcontractor, contrary to the provisions of said section, 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 laborers, workmen, and mechanics employed in the construction work contemplated by this contract shall be bona fide residents of The City of San Diego, to the extent that San Diego residents who are competent laborers, workmen, and mechanics of the various kinds or types required are available for employment at the minimum wages which the Contractor is hereby obligated to pay or at such higher wages as he is willing to pay.

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 that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the Contractor, or any subcontractor, in the performance of the work contemplated by this contract; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the Contractor, or by any subcontractor:

<u>Trade or Occupation</u>	<u>Per Diem Wages 8-Hours</u>
Air Tool Operator (Jackhammerman, Vibrator)	\$12.40
Laborer, Unskilled	10.80
Plumber	16.00
Power Equipment Operators:	
Bulldozer	15.20
Universal equipment	16.80
Trenching Machine	15.80
Truck Driver, Dump Truck, less than 4 yds.	11.40
Truck Driver, Dump Truck, 4 to 8 yds.	11.60

Foreman to receive not less than \$1.40 per diem above laborer.

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$10.80 per diem of 8 hours.

For overtime, when the same is permitted by law, one and one-half times the foregoing rates. For work performed on Sundays and legal holidays as set forth in Section 10 of the

I hereby approve the foregoing Bond this 12th day of December, 1947.

F. A. RHODES, City Manager

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That R. E. HAZARD CONTRACTING CO., 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 held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Twelve thousand four hundred thirteen Dollars (\$12,413.00), (not less than fifty per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 10 day of December, 1947.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish any & all required materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of 12-inch water main in Juniper Street and in City Rights of Way, in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of said The City of San Diego on the 14th day of October, 1947, marked Document No. 378559, and consisting of Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications, true copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done;

And, whereas, the aforesaid penal sum of Twelve thousand four hundred thirteen Dollars (\$12,413.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work;

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 Chapter 3 of Division 5 of Title One of the Government Code of the State of California, 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 said Chapter 3, Division 5 of Title One of the Government Code.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of Civil Procedure of the State of California, 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 10 day of Dec., 1947 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:

S. F. LITTLER

R. E. HAZARD CONTRACTING CO. (SEAL)

Principal

By R. E. HAZARD, Vice Pres.

PACIFIC INDEMNITY COMPANY (SEAL)

521 Hope Street - Los Angeles, California

Surety

By R. D. SPICER, Attorney-in-Fact

STATE OF CALIFORNIA, ss.
COUNTY OF SAN DIEGO

On this 10 day of Dec., in the year one thousand nine hundred and FORTY-SEVEN before me, I. E. FRIEDMAN 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, there-to as surety and his own name as Attorney-in-Fact.

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

(SEAL)

I. E. FRIEDMAN
Notary Public in and for SAN DIEGO County, State of California

My Commission Expires Oct. 18, 1951

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 12th day of December, 1947.

J. F. DuPAUL, City Attorney

By J. H. MCKINNEY,

Deputy City Attorney

I hereby approve the foregoing Bond this 12th day of December, 1947.

F. A. RHODES, City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with R. E. Hazard Contracting Co. for installing 12-inch Water Main in Juniper Street and in City Right of Way between 33rd and 39th Streets; being Document No. 380462.

FRED W. SICK

City Clerk of The City of San Diego, California

By

Deputy

				FITTINGS (Con't)	Each
101	Tees	6"		AB	\$ 17.50
5	"	6" x 4"		AB	16.00
1	"	8"		AB	25.75
32	"	8" x 5"		AB	23.65
1	"	10" x 8"		AB	32.45
1	"	12"		AB	44.80
2	"	12" x 5"		AB	40.10
4	"	12" x 8"		AB	41.45
5	"	15" x 5"		AB	72.05
5	"	15" x 5"		BBF	85.30
5	"	15" x 5"		BBF (with Blow-off Branch)	72.50
5	"	15" x 8"		BBF	75.50
4	"	15" x 8"		AB	74.75
1	"	15"		AB	89.65
4	Bends	4"	22 1/2	AB	7.40
2	"	4"	"	BS	6.10
4	"	4"	45	AB	7.40
2	"	4"	"	BS	6.10
2	"	6"	11 1/4	AB	12.10
1	"	6"	"	BS	9.10
7	"	6"	22 1/2	AB	10.60
5	"	6"	"	BS	9.20
12	"	6"	45	AB	10.60
5	"	6"	"	BS	9.20
1	"	8"	11 1/4	AB	17.85
1	"	8"	"	BS	13.15
4	"	8"	22 1/2	AB	15.60
3	"	8"	"	BS	13.15
3	"	8"	45	AB	15.60
2	"	8"	"	BS	13.15
2	"	10"	22 1/2	AB	20.50
2	"	10"	"	BS	17.65
2	"	10"	45	AB	20.50
2	"	10"	"	BS	17.65
2	"	12"	11 1/4	AB	29.60
2	"	12"	"	BS	21.90
5	"	12"	22 1/2	AB	26.85
5	"	12"	"	BS	23.20
2	"	12"	45	AB	26.85
4	"	12"	"	BS	23.20
2	"	16"	11 1/4	AB	64.55
2	"	16"	"	BS	52.75
2	"	16"	22 1/2	AB	56.60
2	"	16"	"	BS	44.80
2	"	16"	45	AB	56.60
2	"	16"	"	BS	51.60
1	"	12"	90	AB	32.00
1	Cross	6" x 4"		AB	19.35
15	"	6"		AB	22.50
2	"	8"		AB	32.55
5	"	8" x 5"		AB	28.45
1	"	10" x 5"		AB	35.55
1	"	10" x 8"		AB	38.75
15	"	12" x 5"		AB	44.80
2	"	12" x 5"		BBFF	50.55
2	"	12" x 8"		AB	47.70
2	"	12"		AB	54.50
5	"	15" x 5"		AB	81.30
5	"	15" x 5"		BBFF	94.15
2	"	15" x 8"		BBFF	97.90
4	"	15" x 8"		AB	86.75
1	"	15" x 10"		AB	94.25
2	"	15" x 12"		AB	96.50
1	"	16"		AB	116.45
4	Plugs	4"	C.I.		.70
2	"	4" x 2"	C.I.		2.70
31	"	6"	"		1.15
37	"	6" x 2"	"		3.15
5	"	8"	"		2.00
5	"	8" x 2"	"		4.00
1	"	10"	"		3.15
2	"	12"	"		4.15
4	"	12" x 2"	"		6.15
4	"	16"	"		8.40
2	"	16" x 2"	"		10.40
10	Reducers	6" x 4"	SS		7.20
6	"	8" x 5"	SS		10.60

TOTAL FITTINGS..... \$12,281.20

Contractor will furnish SUPER deLavaud, centrifugally cast, bell and spigot, cast iron pipe, made to conform with Federal Specifications WW-P-421, Type I, tar coated outside, seal coated cement mortar lined inside. 4", 8", 12" and 15" diameter pipe will be furnished in 18 foot lengths; 6" pipe in 18 foot lengths or 12 foot lengths, at contractor's option; weights shown in contractor's bid are based on 18 foot lengths.

manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor the City, pursuant to resolution of the City Council, may---

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (30) (days); or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 87714 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.

ATTEST:

H. A. HOOVER,
Asst. Secty.

THE CITY OF SAN DIEGO.
By NEAL D. SMITH, Asst. City Manager
UNITED STATES PIPE & FOUNDRY COMPANY
By D. B. STOKES, V.P. (SEAL)
Contractor

I hereby approve the form and legality of the foregoing contract this 31st day of Dec., 1947.

J. F. DuPAUL, 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 Company for furnishing Cast Iron Pipe and Fittings; being Document No. 381317.

FRED W. SICK
City Clerk of The City of San Diego, California.

By J. H. McKinney Deputy

FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 31st day of December, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, by and through its Council, hereinafter sometimes designated as the City and CAMERON BROS., a co-partnership, and hereinafter sometimes designated as the Contractor, WITNESSETH:

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the payments at the unit prices stated in the Bid Schedule attached hereto, and by this reference made part hereof, to be paid to the Contractor by the City, in manner and form as hereinafter in attached specifications provided, the Contractor hereby covenants and agrees to and with the City to furnish all materials, labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of certain water mains, fire hydrant, sewers, manholes and appurtenances, in El Carmel Place and Carmel Point in the City of San Diego, California, as per Schedule attached, all as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of said City on the 7th day of November, 1947, marked Document No. 379230, that true copies of said plans and specifications, together with true copies of Notice to Contractors, Instructions to Bidders and Proposal are hereto attached, and by reference thereto incorporated herein and made a part hereof.

ARTICLE II. In consideration of the completion of the work by the Contractor herein undertaken, according to the terms of this contract, and the faithful performance of all obligations and covenants by the Contractor herein undertaken and agreed upon, the Contractor shall be paid at the unit prices stated in the Bid Schedule and as in the specifications attached hereto.

ARTICLE III. The Contractor hereby agrees that he will be bound by each and every part of the plans and specifications, and do and cause to be done all of said work and improvement as specified in the specifications and as shown upon the plans as the same may be interpreted by the City Planning Department of said City, subject to approval by the City

THE CITY OF SAN DIEGO
 By NEAL D. SMITH,
 Asst. City Manager
 CAMERON BROS.
 Contractor
 By WM. CAMERON, Partner

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

I hereby approve the form and legality of the foregoing contract this 30th day of December, 1947.

J. F. DuPAUL, City Attorney
 By J. H. McKINNEY,
 Deputy City Attorney

FORM OF FAITHFUL PERFORMANCE BOND BOND NO. B-15069

KNOW ALL MEN BY THESE PRESENTS, That CAMERON BROS., a co-partnership, as Principal, and PACIFIC EMPLOYERS INSURANCE COMPANY a corporation organized and existing under and by virtue of the laws of the State of CALIFORNIA as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of twelve thousand eight hundred fifty-five dollars (\$12,855.00) (not less than one hundred per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego, for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 15th day of December, 1947.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish any and all required labor, material, transportation and services for the construction of water mains, sewers and appurtenances in El Carmel Place and Carmel Point, in the City of San Diego, County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the Office of the City Clerk of The City of San Diego on the 7th day of November, 1947, marked Document No. 379230, and consisting of Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications, true copies of which plans and specifications are attached to said contract and made a part thereof as insaid contract ~~and made a part thereof as in said contract~~ provided and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done;

NOW, THEREFORE 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.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seals this 15th day of December, 1947, 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.

CAMERON BROS.
 Principal
 By WM. CAMERON, Partner
 PACIFIC EMPLOYERS INSURANCE COMPANY
 Surety
 By J. G. REILLY
 (J. G. Reilly) Attorney-in-Fact

STATE OF CALIFORNIA)
 COUNTY OF SAN DIEGO) ss.

On this 15th day of December, 1947, before me Jonas Edwin Hedquist, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared J. G. Reilly known to me to be the person whose name is subscribed to the foregoing instrument as the Attorney-in-Fact of the PACIFIC EMPLOYERS INSURANCE COMPANY, and acknowledged to me that he subscribed the name of PACIFIC EMPLOYERS INSURANCE COMPANY thereto as Principal and his own name as Attorney-in-Fact.

(SEAL)

JONAS EDWIN HEDQUIST
 Notary Public in and for the State of California,
 County of San Diego

My Commission Expires Mar. 3, 1950

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 30th day of December, 1947.

J. F. DuPAUL, City Attorney of the
 City of San Diego
 By J. H. McKINNEY, Deputy
 Approved by the City Manager of the City of San Diego this 31st day of Dec., 1947.
 NEAL D. SMITH,
 Asst. City Manager

FORM OF LABOR AND MATERIALMEN'S BOND BOND NO. B-15069

KNOW ALL MEN BY THESE PRESENTS, That CAMERON BROS., a co-partnership as principal, and PACIFIC EMPLOYERS INSURANCE COMPANY a corporation organized and existing under and by virtue of the laws of the State of CALIFORNIA as surety, are held and firmly bound unto

of said
plans and
specifica-
tions to-
gether with
true copies

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the payments at the unit prices stated in the Bid Schedule attached hereto, and by this reference made a part hereof, to be paid to the Contractor by the City, in manner and form as hereinafter in attached specifications provided, the Contractor hereby covenants and agrees to and with the City to furnish certain materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of San Dieguito Dam Strengthening in the County of San Diego, California, as per Schedule _____ all as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of said City on the 15th day of December, 1947, marked Document No. 380503, that true copies of Notice to Contractors, Instructions to Bidders and Proposal are hereto attached, and by reference thereto incorporated herein and made a part hereof.

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 obligations and covenants by the Contractor herein undertaken and agreed upon, the Contractor shall be paid at the unit prices stated in the Bid Schedule and as in the specifications attached hereto.

ARTICLE III. The Contractor hereby agrees that he will be bound by each and every part of the plans and specifications, and do and cause to be done all of said work and improvement as specified in the specifications and as shown upon the plans, as the same may be interpreted by the Director of the Water Department of said City, subject to approval by the City Manager and by the Council, evidenced by Resolution.

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

ARTICLE V. The Contractor shall keep harmless and indemnify the City of San Diego, its officers and agents, from all damage, cost or expense that arises or results from infringement of patent right of any one for use by The City of San Diego, its officers or agents, of articles supplied by the Contractor under this contract, of which he is not patentee, or which he is not entitled to use or sell.

ARTICLE VI. The Contractor further agrees and covenants that neither the Contractor, nor any subcontractor, doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided for in this contract to be done, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day in violation of the provisions of Section 195 of the Charter of The City of San Diego; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed by the Contractor or by any subcontractor upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of said Section of the City Charter; and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done any alien, contrary to the provisions of Section 197 of the Charter of The City of San Diego; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractor or any subcontractor, contrary to the provisions of said section, 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 laborers, workmen, and mechanics employed in the construction work contemplated by this contract shall be bona fide residents of The City of San Diego, to the extent that San Diego residents who are competent laborers, workmen, and mechanics of the various kinds or types required are available for employment at the minimum wages which the Contractor is hereby obligated to pay or at such higher wages as he is willing to pay.

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 that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen, and mechanics employed by the Contractor, or any subcontractor, in the performance of the work contemplated by this contract; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the Contractor, or by any subcontractor.

<u>Trade or Occupation</u>	<u>Per Diem Wages 8 Hours</u>
Carpenters	\$15.20
Cement Finishers	15.80
Compressor Operators	13.20
Concrete Tampers	10.80
Concrete Mixerman (10 c.f. capacity and under)	14.20
Drillers	13.00
Electricians	17.00
Gunite Workers and Sandblasters:	
Nozzlemen	14.20
Pot Tender	12.20
Laborers, common	10.80
Pumpmen	13.20
Reinforcing Steel Workers:	
Placers and Tiers	15.80
Power Equipment Operators:	
Bulldozers	15.20
Universal Equipment	16.80
Truck Drivers, less than 4 yds.	11.40
Truck Drivers, 4 to 8 yds.	11.60
Tractor Operators	15.20

Foreman to receive not less than \$1.40 per diem above laborer.

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$10.80 per diem of 8 hours.

I hereby approve the foregoing Bond this 5th day of January, 1948.
F. A. RHODES, City Manager

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That M. H. GOLDEN CONSTRUCTION COMPANY, a corporation as principal, and PACIFIC INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Calif. as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Fifty-four Thousand Nine Hundred Fifty-five Dollars and Ten Cents (\$54,955.10), (not less than fifty per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego for the payment of which, well and truly to be made, we hereby binds ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 5 day of January, 1948.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish certain materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of San Dieguito Dam Strengthening in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of said The City of San Diego on the 15 day of December, 1947, marked Document No. 380503 and consisting of Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications, true copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done;

And, whereas, the aforesaid penal sum of Fifty-four Thousand Nine Hundred Fifty-five Dollars and Ten Cents (\$54,955.10), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on or furnish materials to be used in said work;

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 Chapter 3 of Division 5 of Title One of the Government Code of the State of California, 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 said Chapter 3, Division 5 of Title One of the Government Code.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of Civil Procedure of the State of California, 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 5 day of January, 1948, 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:

KENNETH H. GOLDEN, Sect.

M. H. GOLDEN CONSTRUCTION COMPANY
Principal (SEAL)

By ROBERT W. GOLDEN, Vice Pres.
PACIFIC INDEMNITY COMPANY (SEAL)
621 South Hope Street - Los Angeles,
California

By R. D. SPICER, Attorney-in-Fact

STATE OF CALIFORNIA,
COUNTY OF SAN DIEGO ss.

On this 5 day of Jan. in the year one thousand nine hundred and forty eight before me, I. E. FRIEDMAN 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, there-to as surety and his own name as Attorney-in-Fact.

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

(SEAL)

I. E. FRIEDMAN
Notary Public in and for SAN DIEGO County, State of
California

My Commission Expires Oct. 18, 1951

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 5 day of January, 1948.

J. F. DuPAUL, City Attorney
By Deputy City Attorney

I hereby approve the foregoing Bond this 5th day of January, 1948.

F. A. RHODES, City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with M. H. Golden Construction Company for San Dieguito Dam Strengthening; being Document No. 381456.

FRED W. SICK
City Clerk of The City of San Diego, California.

By J. T. Tatten Deputy

By C. A. SHAVER, JR., Attorney-in-Fact

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.

On this 30 day of DECEMBER, in the year nineteen hundred and forty-seven, A. D., before me, M. S. BANKS, a Notary Public in and for the said County of LOS ANGELES, State of California, residing therein, duly commissioned and sworn, personally appeared C. A. SHAVER, JR. 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 county the day and year in this certificate first above written.

(SEAL) M. S. BANKS
Notary Public in and for the County of _____,
State of California

My Commission Expires Feb. 2, 1951

I hereby approve the form of the within Bond, this 7th day of January, 1948.

J. F. DuPAUL, City Attorney.
By J. H. McKINNEY,
Deputy City Attorney.

I hereby approve the foregoing bond this 9th day of January, 1948.

F. A. RHODES, 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 30th day of December, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and GENERAL ELECTRIC 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: the following described traffic signal equipment at the following prices, to-wit:

Item	Description	Price	Total
1.	131 - three-color, one-way, traffic signal heads.....	@ \$ 52.20 ea	\$ 6,838.20
2.	14 - electric traffic signal intersection controllers for a full flexible progressive traffic control system.....	@ \$560.20 "	\$ 7,842.80
3.	1 - electric traffic signal intersection controller for automatic operation of signals, based on traffic demand.....	@	\$ 1,270.75
4.	2 - master controllers to operate in conjunction with the electric traffic signal intersection controllers specified above.....	@ \$260.00 "	\$ 520.00
5.	2 - program controllers to operate in conjunction with the master controllers specified above.....	@ \$350.00 "	\$ 700.00
6.	2 - mechanisms to provide remove cycle changes.....	@ \$104.00 "	\$ 208.00
			\$17,379.75

All of said equipment shall be in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 379054. The prices hereinabove mentioned do not include the California State Sales Tax which will be paid by the City.

Said contractor agrees to deliver said equipment as follows:

- Item 1 - 50 immediately, complete 10 weeks;
- Item 2 - 8 " " 18 "
- Item 3 - 14 days
- Item 4 - 18 weeks
- Item 5 - 18 weeks
- Item 6 - 18 weeks

Contractor shall not be liable for delays or defaults where occasioned by any causes of any kind or extent beyond its control, including, but not limited to, action of any governmental authority; shortages of labor, raw materials, production facilities or transportation; labor difficulties, fires, floods and accidents.

If the manufacturer makes general increases to the trade in the price of the product, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the prices hereinabove mentioned, after contractor first gives notice of such increase to the City and furnishes the City with copies of notices of price advance to the trade, showing dates of such price advances, and allowing cancellation to be effected by the City if it elects so to do. Provided, however, that any increases to the City, allowed under above conditions, shall not exceed 10% of the price quoted to the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to The City of San Diego.

Said City, in consideration of the furnishing and delivery of said traffic signal equipment by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken, and agreed upon, and the acceptance of said equipment by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Seventeen Thousand Three Hundred Seventy-nine and 75/100 Dollars (\$17,379.75), exclusive of the California State Sales Tax, and subject to said adjustment hereinabove mentioned.

Said payment will be made in accordance with purchase order and delivery.

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

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

- 1 - SILENT HOIST Model TE-7-1/2AC single keyed reversing drum winch geared for a line pull of about 3,000# at approximately 25 to 45 feet per minute, drum 8 inches in diameter made of steel and capable of holding 250 feet of 5/8 link chain, totally enclosed worm drive, fitted with a flexible steel coupling to and including a 7-1/2 horse power, high slip, high torque, squirrel cage motor, 220 volts, 3 phase, 60 cycles, General Electric or equal, fitted with an electric brake and including a separate forward reverse stop General Electric magnetic starter, across the line type, with thermal overload and undervoltage protection at forward reverse stop push button station; the unit equipped with a geared limit switch, in approximate conformance to the specifications therefor on file in the office of the City Clerk of said City under Document No. 379487.

Contractor agrees to make delivery within six (6) months after receipt of purchase order. Contractor shall not be liable for delays or defaults where occasioned by any causes of any kind or extent beyond its control, including, but not limited to, action of any governmental authority; shortages of labor, raw materials, production facilities or transportation; labor difficulties; fires, floods and accidents.

Said contractor hereby agrees to furnish and deliver said equipment above described at and for the price of \$2088.24, exclusive of the California State Sales Tax which will be paid by the City.

Said price is firm, EXCEPT if the manufacturer makes general increases to the trade in the price of electrical equipment incorporated in the manufacture of the unit, any such increases made effective by the manufacturer prior to date of shipment may be added to the price quoted by the contractor to the City, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances, and allowing cancellation to be effected by the City if it elects so to do. Provided, however, that any increases to the City, allowed under the above conditions, shall not exceed 10% of the price quoted to the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to The City of San Diego.

Said City, in consideration of the furnishing and delivery of said equipment by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said equipment by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sum, to-wit: \$2088.24, exclusive of the California State Sales Tax.

Payment for said equipment will be made in accordance with purchase order and delivery.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 87851 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.
By F. A. RHODES, City Manager

(SEAL)

SOUTHERN EQUIPMENT & SUPPLY COMPANY
P. H. DAVENPORT, Pres.
By CLIFTON COATES, Contractor

ATTEST:

SOUTHERN EQUIPMENT & SUPPLY CO.
By CLIFTON COATES, Sec. - Treas.

I hereby approve the form and legality of the foregoing contract this 7th day of January, 1948.

J. F. DuPAUL, 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 Southern Equipment & Supply Company for furnishing One Silent Hoist Model TE-7-1/2 AC, or equal; being Document No. 381618.

FRED W. SICK
City Clerk of The City of San Diego, California.

By F. T. Patton Deputy

AGREEMENT FOR AMENDMENT AND MODIFICATION OF LEASE

THIS AGREEMENT, made and entered into this 22nd day of December, 1947, 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, party of the first part, hereinafter sometimes referred to as the "City", and STANDARD OIL COMPANY OF CALIFORNIA, a corporation, party of the second part, hereinafter called the "Company", WITNESSETH:

WHEREAS, The City of San Diego, as lessor, and said Standard Oil Company of California, as lessee, heretofore on the 1st day of November, 1939, 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. 317804, and recorded in Book 11, page 174 et seq., Records of said City Clerk; and which said lease was amended and modified by that certain Agreement for Amendment and Modification of Lease entered into on the 1st day of August, 1945, which said agreement for amendment and modification is on file in the office of the City Clerk as Document No. 355621, and recorded in Book 16, page 63, Records of said City Clerk; and

WHEREAS, said City and said Company are mutually desirous of further amending and modifying said lease by changing the description of the premises leased and by granting to said

bearing Document No. 355695, and is recorded in Book 16, Page 73, Records of said City Clerk; and

WHEREAS, the parties hereto desire to amend and modify said lease in the particulars hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual consent of the parties hereto, it is hereby agreed as follows:

That said lease dated August 9, 1945, is hereby amended and modified by deleting from said lease the following language appearing on pages 2 and 3 thereof:

"For the first five-year portion of said term, five cents (5¢) per square foot per year;

For the second five-year portion of said term, six cents (6¢) per square foot per year;

For the third and last five-year portion of said term, 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.

In addition to the monthly rental hereinabove provided to be paid, the said lessee shall pay annually to the City a sum of money equal to five per cent (5%) of the total gross receipts derived from the operation of a restaurant or eating establishment on the demised premises.

In this connection the lessee hereby covenants and agrees that he will at all times during the life of this lease, and any extension thereof, keep true, accurate and complete records of all receipts derived from the operation of a restaurant or eating establishment on said demised premises, and at the close of each fiscal year he will render a statement to the City showing the total gross receipts derived by him from the operation of said restaurant or eating establishment during the preceding year, together with the amount payable to the City, as hereinabove provided, and will accompany the same with a remittance of the amount so shown to be due; provided, however, that the City shall, through its duly authorized agent or representatives, have the right at any and all reasonable times to examine and audit said records for the purpose of determining the accuracy thereof, and of the annual statements of receipts hereinabove required to be made."

That the following language shall be inserted in said lease in the place and stead of the language so deleted, as hereinabove provided:

"The sum of five cents (5¢) per square foot per year; OR a sum of money equal to three per cent (3%) of the total gross receipts derived from the operation of a restaurant or eating establishment on the demised premises, whichever amount is greater; PROVIDED, however, that the term 'gross receipts' shall not include Federal, State or City taxes.

In this connection the lessee hereby covenants and agrees that he will at all times during the life of this lease keep true, accurate and complete records of all receipts derived from the operation of a restaurant or eating establishment on said demised premises, and that not later than the fifteenth day of each month during the life of this lease he will render a statement to the City showing the total gross receipts derived by him from the operation of said restaurant or eating establishment during the preceding month, together with the amount payable to the City, as hereinabove provided, and will accompany the same with a remittance of the amount so shown to be due; provided, however, that the City shall, through its duly authorized agents or representatives, have the right at any and all reasonable times to examine and audit said records for the purpose of determining the accuracy thereof, and of the monthly statements of gross receipts hereinabove required to be made."

That except as in this agreement specifically stated all of the terms and conditions contained in said lease of August 9, 1945, shall be and remain in full force and effect.

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 Hercules Dakis has hereunto subscribed his name, 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

EMIL KLICKA

H. M. SMITH

A. BORTHWICK

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

HERCULES DAKIS

I hereby approve the form of the foregoing Agreement Amending Tideland Lease this 15 day of January, 1947.

J. F. DuPAUL, City Attorney

By

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement Amending tidelands Lease - Hercules Dakis; being Document No. 381788.

FRED W. SICK

City Clerk of The City of San Diego, California.

By

F. J. Patten

Deputy

WHEREAS, application has been submitted to SAN DIEGO & ARIZONA EASTERN RAILWAY COMPANY, a corporation, hereinafter called "Permitter," and the CITY OF SAN DIEGO, a municipal corporation of the State of California, hereinafter called "Permittee," for permission to construct and maintain a pedestrian walkway across the right of way and tracks of Permitter at San Diego, San Diego County, California, and

WHEREAS, said pedestrian walkway would cross the right of way of Permitter in the location shown tinted in yellow on print of Permittee's Drawing No. 6626 L dated March 27, 1946,

Diego, the municipal corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of The City of San Diego, and each of them acknowledged to me that such municipal 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, State of California, on the day and year in this certificate first above written.

(SEAL) AUGUST M. WADSTROM
Notary Public in and for the County of San Diego,
State of California.

My Commission Expires Aug. 6, 1949

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Permit from S.D. & A.E. Ry. Co. for Pedestrian Walkway R/W over Tracks on Prolongation of "K" St.; being Document No. 381848.

FRED W. SICK
City Clerk of The City of San Diego, California.

By F. Tatten Deputy

A G R E E M E N T

Regarding construction of _____
Regarding use of _____

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

Raymond J. Dahlin and Ruth A. Dahlin, after being first duly sworn, each for himself deposes and says:

That we are the owners of the hereinafter described real property:

Lots 1 to 5, inclusive Block 154

Subdivision Pacific Beach, located at Ocean Front and Missouri Streets.

THAT we desire to construct residential units on the above-described property.

THAT _____, in consideration of approval granted by the City of San Diego to _____ do hereby

covenant and agree to and with said City of San Diego, a Municipal Corporation, that said Lots 1 to 5, inclusive, Block 154, Pacific Beach, will be retained in one ownership at all times, and will not be sold as separate parcels.

THAT this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

RAYMOND J. DAHLIN
Box 270- R.1, La Mesa, Calif.

RUTH A. DAHLIN
Same

On this 29th day of Oct. A.D. Nineteen Hundred and forty-seven, before me George J. Russ a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Raymond J. Dahlin & Ruth A. Dahlin 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.

(SEAL) GEORGE J. RUSS
Notary Public in and for the County of San Diego, State
of California.

My Commission Expires October 23, 1949

RECORDED NOV 10 1947 50 Min. Past 12 P.M. in Book 2515 at Page 412 of Official Records,
San Diego Co., Cal.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy D. COLE

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

C. JOHNSON

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Raymond J. Dahlin et ux. regarding residence at Ocean Front and Missouri Street; being Document No. 379157.

FRED W. SICK
City Clerk of The City of San Diego, California

By F. Tatten Deputy

A G R E E M E N T

Regarding addition of kitchen to existing cottage.
Regarding use of _____

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

Mrs. Clark M. Cavanaugh, after being first duly sworn, for herself deposes and says:

That I am the owner of the hereinafter described real property:

Lot portion of Pueblo Lot 1120 Block

Subdivision (description on file in Planning Department Office) located at rear of 2270 West Camino del Rio.

follows:-

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the payments at the prices stated in the bid schedule attached hereto, and by this reference made a part hereof to be paid to the Contractor by the City in manner and form as hereinafter in the attached specifications provided, the Contractor hereby covenants and agrees to and with the City, to furnish any and all required supervision, labor, equipment, material, services, transportation (excepting the labor and the materials specified to be furnished by the City), and any and all other expense necessary or incidental to the performance of certain work hereinafter specified, and to build, erect, construct, complete, and install Section II, Trunk Sewer No. 3, Mission Valley Trunk Sewer from City Boundary to Lot 14 Marcellena Tract, including manholes, chimneys, rock base, concrete cradle, concrete encasement, and appurtenances, complete, in strict conformity with the plans and specifications hereto attached, and to do everything required by this Agreement, and said specifications and drawings.

ARTICLE II. The Contractor agrees to furnish all said materials and labor, to furnish and remove all plant, equipment and tools, and do all the work contemplated and embraced in this Agreement; also to assume all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until its acceptance by the City, and to assume all risks of every description connected with the work; also, to bear all expenses incurred by or in consequence of the suspension or discontinuance of work; and that he will faithfully complete the work in its entirety, in the manner shown and described in the said drawings and specifications and in accordance with the requirements of the City Engineer. The City agrees to pay and the Contractor agrees to accept payment for all work actually done and all materials actually furnished at the respective unit prices bid therefor under the Proposal hereto attached as full compensation under this agreement.

ARTICLE III. The City hereby promises and agrees with the said Contractor to employ, and does hereby employ the said Contractor to provide the materials, (except the labor and materials specified to be furnished by the City), and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the specifications; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV. 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.

ARTICLE V. 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.

ARTICLE VI. The Contractor further agrees that neither he nor any subcontractor, doing work or performing labor pursuant to the terms of this contract shall require or permit any laborer, workman, or mechanic to labor more than eight (8) hours during any one calendar day in violation of the provisions of Section 196 of the Charter of the City. The Contractor shall forfeit as a penalty to The City Ten Dollars (\$10.00) for each laborer, workman, or mechanic employed by him or by any subcontractor for each calendar day in which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours. The Contractor will not knowingly employ, or cause or allow to be employed upon any of the work under this contract, any alien, contrary to the provisions of Section 197 of the Charter of The City; and that the Contractor shall forfeit as a penalty to The City, Ten Dollars (\$10.00) for each alien knowingly employed, for each calendar day that such alien is permitted to labor in violation of said Section 197.

The Contractor agrees that laborers, workmen and mechanics employed in the construction contemplated shall be bona fide residents of The City who are competent in the various kinds or types required, and are available for employment at the prevailing wages.

ARTICLE VII. In accordance with provisions of Article XII of the Charter of the City of San Diego, The Council of the City of San Diego has ascertained the general prevailing rate of per diem wage applicable to the work to be done to be as follows:

<u>Classification:</u>	<u>Per 8-hour day</u>
LABORERS:	
General or Construction	\$ 10.80
Operators and Tenders of pneumatic and electric tools, vibrating machines, and similar mechanical tools not separately classified herein	12.40
Cribbers or Shorers	13.50
Asphalt Raker and Ironer	12.40
Fine Grader (Highway and Street Paving only)	11.50
Sewer Pipe Layer (excluding caulker)	13.20
Sewer Pipe Caulker (using caulking tools)	12.20
OPERATING ENGINEERS:	
Apprentice Engineer, including fireman, oiler, greaser	12.20
Concrete or Asphalt Spreading, Mechanical Tamping or Finishing Machine Operator	15.20
Concrete Mixer Operator - paving type and mobile mixer	16.00
Motor Patrol Operator, including any type of power blade	16.20
Pavement Breaker Operator	14.80
Roller Operator	14.80
Skip Loader Operator - wheel type	14.20
Tow Blade or Grader Operator	14.20
Tractor Operator - Bulldozer, Tamper, Scraper or Drag Type	
Shovel or Boom attachments	15.20
Trenching Machine Operator	15.80
Universal Equipment Operator (Shovel, Dragline, Derrick, Derrick-Barge, Clamshell or Crane)	16.80
TRUCK DRIVERS:	
Drivers of trucks legal payload capacity less than 6 tons	11.40
Drivers of trucks legal payload capacity between 6 and 10 tons	11.50
Drivers of trucks legal payload capacity between 10 and 15 tons	12.00

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 5th day of January, 1948, before me, Frederick David Corbett, 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)

FREDERICK DAVID CORBETT
Notary Public, in and for said County and State

I hereby approve the form of the within Bond this 14th day of January, 1948.

J. F. DuPAUL,
City Attorney of the City of San Diego
By J. H. McKINNEY, Deputy City Attorney
Approved by the City Manager of The City of San Diego, this 15th day of Jan., 1948.
F. A. RHODES, City Manager

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That CARROLL & FOSTER, a co-partnership, as principal, and MARYLAND CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Maryland as Surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Forty-nine thousand Dollars (\$49,000.00), (not less than fifty percent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 5th day of January, 1948.

Whereas, the said principal has entered into the annexed contract with the City of San Diego to furnish all the materials (except labor and material specified to be furnished by the City), supervision, labor, tools, appliances, equipment, and other expenses necessary or incidental to the construction of Section II, Trunk Sewer No. 3, Mission Valley Trunk Sewer from City Boundary to Lot 14 Marcellena Tract, for The City of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of said City of San Diego on the 18th day of November, 1947, marked "Document No. 379560", copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided; and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done.

And whereas, the aforesaid penal sum of Forty-nine thousand Dollars (\$49,000.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on, or furnish materials to be used in the said work.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his 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 Chapter 3 of Division 5 of Title One of the Government Code of the State of California, 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 said Chapter 3, Division 5 of Title One of the Government Code provided.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under said Chapter 3 and/or under section 1184e of the Code of Civil Procedure of the State of California, 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, alterations or additions, of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument, the name and corporate seal of the corporate part being hereto affixed by _____ proper officers thereunto duly authorized, the day and year first hereinabove written.

CARROLL & FOSTER
Principal
By HARRY L. FOSTER, Partner
Surety
MARYLAND CASUALTY COMPANY (SEAL)
By F. F. EDELEN
(F. F. Edelen) Its Attorney-in-Fact.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 5th day of January, 1948, before me, Frederick David Corbett, 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)

FREDERICK DAVID CORBETT
Notary Public, in and for said County and State

by the court, awarded and taxed as in the said Chapter 3, Division 5, Title I of the Govern- ment Code provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of Civil Procedure of the State of California, so as to give a right of action to them or their as- signs in any suit brought upon this bond.

IN WITNESS WHEREOF, the said principal and surety have executed this instrument, the day and year first hereinabove written.

ATTEST:
J. H. SHAW

G. S. SMITH
dba ABC HOUSE MOVING COMPANY, Principal
NATIONAL SURETY CORPORATION, (SEAL)
Surety
By CARR BEEBE, Atty.-in-Fact

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

On this 19th day of January in the year one thousand nine hundred and 48, before me Ethel W. Beebe a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared CARR BEEBE 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 CARR BEEBE acknowledged 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)

ETHEL W. BEEBE
Notary Public in and for said County and State.

My Commission Expires July 10, 1949

I HEREBY APPROVE the form of the foregoing Bond this 20th day of January, 1948.

J. F. DuPAUL, City Attorney,
By J. H. MCKINNEY,
Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 20th day of January, 1948.

F. A. RHODES, 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 19th day of January, 1948, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and G. S. SMITH, an individual doing business as ABC HOUSE MOVING COMPANY, party of the second part, and hereinafter sometimes designated as the Con- tractor, WITNESSETH:

That for and in consideration of 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 all tools, labor, transportation, material, equipment, and supplies, and other expense of every kind and description necessary or incidental to the moving of four (4) sections of former Navy Mess Hall from Balboa Park to City Service Yard, 20th and B Streets, San Diego, California, in accordance with the draw- ings and specifications therefor contained in Document No. 380077 on file in the office of the City Clerk of said City.

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

One Thousand Nine Hundred Forty Dollars (\$1940.00),

Said contractor agrees to commence said work within 45 days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within 75 days from and after the date of the execution of this contract.

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

One Thousand Nine Hundred Forty Dollars (\$1940.00),

thereof, to any one, without the consent of the Council, in writing, having been first ob- tained.

Said contractor further agrees to be bound by each and every part of said specifications as the same may be interpreted in case of dispute or question by the City Engineer of said City. Further, that contractor will protect from the elements all of the materials and supplies to be used in the performance of said work, and in case of damage to any portion of said work or materials or supplies to be used in the performance of said work by reason of accident, the action of the elements, or any other cause whatsoever, before the final ac- ceptance of said work, the contractor will repair or replace such damage, at contractor's own cost and expense.

The work shall be conducted under the immediate supervision of the City Engineer, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said City Manager, who will en- force strict compliance with the terms of this contract.

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

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

WHEREAS, the city now desires that said agreement be amended and has submitted to the department a supplemental budget to provide additional funds for projects 15 and 17 of the 1947 agreement and provide funds for additional work described herein as projects 22 to 26 inclusive;

NOW, THEREFORE, it is mutually agreed by and between the city and the department that said agreement be amended as follows:

ARTICLE I. PROJECTS

The projects and the estimated expenditures therefor as listed hereinafter constitute the budget heretofore submitted by the city which has been, and is hereby, approved by the department:

Pro- ject	Location	Miles	Description	Major City Street Fund	1/4 S.H.	S.H.B.F.	County Funds
16	Pacific Highway, Route 2 at Balboa Avenue		Install traffic signals and channelize intersection Construction (additional amount)	\$ 6,050	\$4,950		
17	Harbor Drive, Route 2 at Fifth Avenue		Install traffic signals Construction (additional amount)	1,300	2,600		
20	Tenth Avenue from A Street to Market Street, also 11th Avenue from B Street to Market Street	1.08	Install traffic signals	50,000			
21	Station 26 + 28, XI-S.D.-77-A, vicinity of City Airport		Furnish and install culvert	2,500			
22	El Cajon Boulevard at College Way		Install traffic signals Surveys and plans Construction	5,250	500 4,750		
23	Market Street at 30th Street		Install traffic signals Surveys and plans Construction	6,300	500 5,700		
24	El Cajon Boulevard at Texas Street		Install traffic signals	6,000		\$5,000	
25	El Cajon Boulevard, Route 12 from Louisiana Street to 54th Street at 14 intersections described hereinafter	3.40	Install progressive traffic signal system	30,000	30,000		
26	Federal Boulevard, Route 200 at Euclid Avenue		Install traffic signals and channelize intersection	3,000		9,000	\$3,000
Totals				\$110,400	\$49,100	\$15,000	\$3,000

Traffic signals are to be installed or reconstructed under project 25 on El Cajon Boulevard at the following streets:

Louisiana Street	42nd Street
Oregon Street	Fairmount Avenue
30th Street	Chamoune Avenue
Boundary Avenue	Euclid Avenue
35th Street	Winona Street
37th Street	52nd Street
40th Street	54th Street

ARTICLE II. SURVEYS AND PLANS

The city will make the necessary surveys and plans for the work designated in projects 20 and 25, and will defray the cost from city funds.

The department will make the surveys and plans for projects 16, 17, 21, 22, 23, 24 and 26.

ARTICLE III. CONSTRUCTION

The city will construct or cause to be constructed by or under its direct supervision the improvements described in projects 20 and 25 in accordance with the approved plans, specifications and estimates therefor.

Plans, specifications and a detailed estimate of cost shall 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 work is started; and no changes may be made in the approved plans or specifications without the prior approval of the department.

The work described in projects 20 and 25 shall be performed by contract unless the performance thereof by day labor shall be approved by the department.

The work shall be done to the satisfaction of the department and shall be subject at all

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Second Supplemental Memorandum of Agreement for Expenditure of Gas Tax Allocation for Major City Streets; being Document No. 381987.

FRED W. SICK
City Clerk of The City of San Diego, California.

By F. J. Tatten Deputy

PROJECT AGREEMENT - 1948 FISCAL YEAR

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, 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 upon State highways within cities, an amount not less than the net revenue derived from one-quarter cent per gallon of tax on motor vehicle fuel, 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. PROJECTS

The projects and estimated expenditures therefor as listed hereinafter constitute the work included in this agreement:

Project	Location	Miles	Description	1/4¢ S.H.	Major Street Funds
58	Pacific Highway, Route 2 at Balboa Avenue		Channelize and install traffic signals Construction (additional amount)	\$ 4,950.00	\$ 6,050.00
59	Harbor Drive, Route 2 at Fifth Avenue		Install traffic signals Construction (additional amount)	2,500.00	1,300.00
64	State Highway routes described hereinafter				
(a)	Work by city				
	Route 12	14.87	General maintenance, July 1, 1947 to December 31, 1947	(city funds)	
	Route 77	1.23			
	Route 77 (new location)	0.55			
	Route 200	5.37			
	Route 2	21.43	Paint traffic stripes	(city funds)	
	Route 12	14.87			
	Route 77	1.23			
	Route 200	5.75			
(b)	Work by department				
	Route 2	21.43	General maintenance, July 1, 1947 to December 31, 1947	15,300.00	
	Route 200	0.38		250.00	
	Route 2	21.43	Maintain signs	200.00	
	Route 12	14.87		200.00	
	Route 77	1.78		52.50	
	Route 200	5.75		75.00	
65	Pacific Highway Route 2 from Laurel Street to	15.60	Resurface portions, improve shoulders, construct guard rail, and right turn channel Surveys and Plans Construction	1,900.00 29,000.00	
66	Harbor Drive, Route 2 at 32nd Street		Install pedestrian push buttons on existing signals	500.00	
67	Canon Street, Route 12 from Rosecrans Street to Akron Street	0.35	Construct storm drain Surveys and plans Construction	3,000.00 75,000.00	
68	El Cajon Boulevard Route 12 from Louisiana Street to 54th Street at 14 intersections described hereinafter	3.40	Install progressive traffic signal system	30,000.00	\$ 30,000.00
69	El Cajon Boulevard, Route 12 from Texas Street to Campo Drive	4.80	Surface existing pavement and widen portions Surveys and plans Right of way Construction	5,300.00 10,000.00 154,500.00	
70	El Cajon Boulevard, Route 12 at College Way		Install traffic signals Surveys and plans Construction	500.00 4,750.00	5,250.00

be charged for at the rental rates established by the department.

ARTICLE III. SURVEYS AND PLANS

The city will make the necessary surveys and plans for the work designated in project 68, and will defray the cost from city funds.

The department will make the surveys and plans for projects 58, 59, 65, 67, 69, 70, 71 and 72.

ARTICLE IV. RIGHT OF WAY

The right of way designated in projects 69 and 72 will be secured by the department. The cost provided for herein 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 by or under its direct supervision the improvements described in projects 66 and 68, in accordance with the approved plans, specifications, and estimates therefor.

Plans, specifications, and a detailed estimate of cost shall be submitted to the department for approval before the work is advertised for bids, or before work is started in case of work approved to be done by day labor, and no changes may be made in the approved plans or specifications without previous approval of the department.

The work described in projects 66 and 68 shall be performed by contract unless the performance thereof by day labor shall be approved by the department.

The 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.

No contract may be awarded by the city until the approval of the department has been obtained. A summary of the bids received shall be forwarded promptly to the department by the city.

Any city-owned equipment used for the work described in projects 66 and 68 may be charged for upon a rental basis to cover depreciation and repairs in case rental rates already have been established by the city; otherwise, allowance for depreciation and repairs may be charged for as approved by the department.

The department will construct or cause to be constructed by or under its direct supervision the improvements described in projects 58, 59, 65, 67 and 69 to 72 in accordance with the approved plans, specifications, and estimates therefor.

Any minor changes in the approved 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.

The work described in projects 58, 59, 65, 67 and 69 to 72 will be performed by contract or by State forces as may be, in the opinion of the department, for the best interests of the city and the department.

Any equipment furnished by the department for the work described in projects 58, 59, 65, 67 and 69 to 72 will be charged for at the rental rates established by the department.

ARTICLE VI. FUNDS

Funds to defray the cost of the work described in Article I and payable from revenue accrued under the provisions of Section 203 of the Streets and Highways Code, are available as follows:

Unexpended under project 46	\$ 3,750.00
Unexpended under project 55	462.75
Unexpended under project 56	11,870.14
Unexpended under project 57	388.12
Accrued and unprogrammed to June 30, 1947	200,310.39
Accrued to December 31, 1947	<u>175,083.78</u>
Total	\$392,865.18

The amount of \$392,865.18 is programmed to defray the cost of the work described in Article I and, in addition, the amount of \$48,900.00 is to be contributed from major city street funds.

The amounts provided for the projects listed in Article I are estimated amounts, and the actual cost of the 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.

Sufficient money to provide for the adequate maintenance of the State highway routes within the city during the fiscal year 1948, in addition to the amounts specified herein, will be provided by the city.

The department hereby delegates to the city the expenditure of the funds provided herein to defray the cost of the work described in projects 66 and 68.

As the work progresses on projects 66 and 68, the department 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 set forth herein, after deducting any expenditures made or to be made by the department for projects 58, 59, 64(b), 65, 67 and 69 to 72, are fully discharged.

The department will pay the cost of the work described in projects 58, 59, 64(b), 65, 67, and 69 to 72 from the funds provided herein.

ARTICLE VII. FINAL REPORTS

The city will submit reports of expenditures in such detail as required by the department. The reports shall show in full all expenditures from all other funds as well as expenditures from the 1/4 cent funds provided herein.

Within sixty days after the close of the fiscal year ending June 30, the city shall submit to the department a statement of expenditures made during the preceding year for the maintenance of the State highway routes described in project 64(a).

Within sixty days after completion of each item of the budget described in projects 66 and 68, the city shall submit to the department a final report of expenditures made for such work.

The department will submit to the city a report of expenditures made from the 1/4 cent

to the public, for conducting charter flights, or for operating a flying school, and that, after the date of this agreement, it will not grant or authorize the grant of exclusive right at the airport for selling aircraft, aircraft parts or equipment, or for repairing aircraft and engines, or for carrying on other airport services or fixed base operations of an aeronautical nature. Nothing contained herein shall be construed to waive or abrogate the requirements of section 303 of the Civil Aeronautics Act of 1938. In the interest of safety, the Administrator may waive in writing compliance with any or all the provisions of this sub-section.

e. Except as provided, in d. above, the sponsor will permit all qualified operators, on reasonable terms and without unjust discrimination, to use the airport for any aeronautical business or operation up to the capacity of the airport.

f. The sponsor will not hereafter grant to any one an exclusive right to sell aviation gasoline or oil.

g. During the term of this agreement the sponsor will continuously maintain in good and serviceable condition and repair the entire airport and all buildings and other improvements, facilities, and equipment, other than facilities or equipment owned or controlled by the United States; provided, however, in meeting this requirement the airport is not expected to be operated and maintained for aeronautical uses during temporary periods when climatic or flood conditions interfere substantially with operation and maintenance during such periods. Essential facilities, including night lighting systems, when installed, will be operated in such a manner as to assure their availability to all users of the airport.

h. The sponsor will replace and repair all buildings, structures, and facilities developed under the project if such are destroyed or damaged, replacing or restoring them to a condition comparable to that preceding the destruction or damage.

i. If the land or improvements thereon, acquired or developed under the project, are sold, condemned, or otherwise disposed of, wholly or in part, the United States will be reimbursed in portion to its original investment in the property so disposed of, but not exceeding its original share in the portions so disposed of, except that if the proceeds are used by the sponsor for airport purposes within two years or if a transfer is made pursuant to this agreement to another public agency or agencies of operation as an airport, there shall be no reimbursement to the United States.

j. Insofar as is within its powers and reasonably possible the sponsor will prevent the use of any land either within or outside the boundaries of the airport, including the construction, erection, alteration, or growth of any structure or other object thereon, which would be a hazard to the landing, taking-off, and maneuvering of aircraft at the airport, or otherwise limits its usefulness as an airport. With respect to land outside the boundaries of the airport, the sponsor will remove or cause to be removed any growth, structure, or other object thereon which would be a hazard to the landing, taking-off, or maneuvering of aircraft at the airport, or when such is not feasible, it will mark or light such growth, structure, or other object. The airport approach standards to be followed in this connection shall be those established by the Administrator in Office of Airports Drawing No. 672 dated Sept. 1, 1946, unless otherwise authorized by the Administrator. Insofar as legally possible, the sponsor will adopt and enforce zoning ordinances and regulations to safeguard aircraft flight operations within the airport hazard areas as defined in the above mentioned drawing, prohibiting the creation, establishment, erection, and construction of hazards to air navigation; or insofar as reasonably possible, will acquire such easements or other interests in lands and air space as may be necessary to perform the covenants of this paragraph.

k. All facilities of the airport developed with Federal aid and all those usable for the landing and taking-off of aircraft will be available to the United States at all times without charge for use by military and naval aircraft in common with other aircraft, except, if the use by military and naval aircraft shall be substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used, may be charged.

l. The sponsor will furnish to any civil agency of the United States without charge (except for light, heat, janitor service, and similar facilities and services at the reasonable cost thereof), such space in airport buildings as may be reasonably adequate for use in connection with any airport air traffic control activities, weather-reporting activities and communications activities related to airport air traffic control, which are necessary to the safe and efficient operation of the airport and which such agency may deem necessary to establish and maintain at the airport.

m. The sponsor will maintain a current system of airport accounts and records, using a system of its own choice, sufficient to provide annual statements of income and expense, balance sheet and affiliated fiscal reporting. It shall, upon reasonable request, furnish the Administrator with annual or special financial and operations reports. Such reports may be submitted to the Administrator on forms furnished by him, or may be submitted in such other manner as the sponsor elects, provided the essential data is furnished. The airport and all airport accounts and records will be available for inspection at any time, upon reasonable request, by the regional Superintendent of Airports or his authorized representatives.

n. The sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible under the Regulations issued pursuant to the Federal Airport Act, to assume such obligations and having the power, authority, and financial resources to carry out all such obligations. If the management and operation of the airport is relinquished wholly or in part, the sponsor agrees that it will reserve sufficient powers and authority to insure that the airport will be operated and maintained in accordance with the Act and the Regulations.

o. The sponsor will furnish to the Administrator through the District Airport Engineer within ten days after their execution or adoption, three copies of all deeds, leases, operation or management agreements, laws, ordinances, rules and regulations, or other instruments affecting the aeronautical use of the airport. All leases, operation or management agreements, or other instruments affecting the aeronautical use of the airport shall contain a provision that such documents shall be subordinate and subject to the provisions of this agreement.

p. The sponsor will acquire the following property interests as shown on the outline survey attached hereto as Exhibit "A": all those parcels colored red, blue or brown; any easement acquired through prescription or otherwise by the Pacific Telephone and Telegraph Company along Palm Avenue. Said easement will be acquired within a reasonable period of time after removal of the pole line thereon; The other properties will be acquired prior to any construction to be performed under any subsequent Project Application for Federal Aid to be submitted under the Sponsor's Assurance Agreement.

SECTION 2. In order to satisfy the Administrator that the sponsor is qualified to sponsor the project under the requirements established by the Act and the Regulations, and to induce the United States to enter into a Grant Agreement with respect to the project, the sponsor does hereby warrant and represent to the United States as follows:

in the County of San Diego, State of California, the party of the first part, and herein-after sometimes designated as the City, and WESTERN RADIO AND TELEVISION SUPPLY COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

- 25 - Carter genemotors, 5.5. volt D.C. input, 500 volt, D.C. 200 ma. #520VS
- 25 - Transmitting antennas complete, 7 ft. top section, Burton-Rogers #701
- 25 - Leach relays, 1077-ABF, DPDT coil, 5.5. volt D.C. coil, 11 ohms
- 25 - Advance relays, #951-C, SPST coil, 5.5 volt D.C. 3/8" contracts

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 380076.

Contractor hereby agrees to make delivery f.o.b. Electric Shop, 20th and B Street, San Diego, California, within 21 to 30 days from receipt of purchase order; provided, however, contractor shall not be liable for delays or defaults where occasioned by any causes of any kind or extent beyond its control, including, but not limited to, action of any governmental authority; shortages of labor, raw materials, production facilities or transportation; labor difficulties; fires, floods and accidents.

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

25 - Carter genemotors	@ \$	38.44 ea	\$	951.00
25 - Burton-Rogers transmitting antennas	@ \$	5.70 "		142.50
25 - Leach relays	@ \$	5.73 "		158.25
25 - Advance relays	@ \$	3.30 "		82.50
				\$1,354.25

Said prices do not include the California State Sales Tax which will be paid by the City. Terms: 2% discount, 10th prox.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said Contractor, in warrants drawn upon the proper fund of said City, the sum of \$1354.25, exclusive of the California State Sales Tax, and subject to said discount.

Payment for said equipment will be made in accordance with purchase order and delivery. Said contractor hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 87988 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
 By F. A. RHODES, City Manager
 WESTERN RADIO AND TELEVISION
 SUPPLY COMPANY
 By HARVEY K. WATT,
 Secretary-Treas.

I hereby approve the form and legality of the foregoing contract this 21st day of January, 1948.

J. F. DuPAUL, City Attorney
 J. H. McKINNEY,
 Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Western Radio and Television Supply Company for furnishing electronic components for radio transmitters; being Document No. 382032.

FRED W. SICK
 City Clerk of The City of San Diego, California.

By F. T. [Signature] Deputy

KNOW ALL MEN BY THESE PRESENTS, That ELECTRIC SUPPLIES DISTRIBUTING COMPANY OF SAN DIEGO, a corporation, as Principal and GREAT AMERICAN INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of NEW YORK as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SIX HUNDRED TWENTY-EIGHT and no/100 Dollars (\$628.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 9th day of January, 1948.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

- 74 - Guth Trucalite M3150 fluorescent luminaires,

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Electric Supplies Distributing Company for furnishing 74 Fluorescent Luminaires; being Document No. 382033.

FRED W. SICK
City Clerk of The City of San Diego, California

By J. Tatten Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into in duplicate this 23rd day of January, 1948, by and between THE CITY OF SAN DIEGO, a municipal corporation, sometimes hereinafter referred to as "Lessor", and BASICH BROS., a California corporation, with its principal place of business in the City of Los Angeles, State of California, sometimes hereinafter referred to as "Lessee", WITNESSETH:

WHEREAS, Lessee is performing certain work under contract with the State of California necessary to the improvement and opening of Cabrillo Freeway, located in the City of San Diego; and

WHEREAS, it is necessary that a power street sweeper be available to said Lessee for the prompt completion of said work; and

WHEREAS, the Lessor is in possession of several of said power street sweepers and, to the best knowledge of the parties hereto, is the only one in the City of San Diego possessing such equipment; and

WHEREAS, it is for the best interests of The City of San Diego that said Cabrillo Freeway be opened to public use at the earliest possible time; NOW, THEREFORE,

IT IS HEREBY MUTUALLY AGREED by and between the parties hereto, as follows:

1. That the Lessor lease to the Lessee, and the Lessee lease from the Lessor, one power street sweeper, together with an operator, intermittently as needed by Lessee for use on said Cabrillo Freeway, during the period beginning on the 23rd day of January, 1948, and terminating on the 1st day of February, 1948, with the right in the Lessee to extend said lease, under the terms and conditions herein set forth, to and including February 15th, 1948.

2. Lessee is to pay to Lessor Five Dollars (\$5.00) per hour for the use of said equipment and operator, beginning at the time the equipment leaves the City Shops and ending when it returns.

3. Lessee hereby expressly covenants and agrees to hold the City safe and harmless from any and all liability arising out of the leasing by the Lessor to the Lessee of the above referred to equipment, or its use by said Lessee.

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be executed by its City Manager, acting under and pursuant to a resolution of the City Council, authorizing such execution, and the Lessee has caused this agreement to be executed and its corporate name and seal to be hereunto affixed by its property officers thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
Lessor
By F. A. RHODES, City Manager,
BASICH BROS.,
Lessee
By E. G. MOSHN, Vice President
2502 Chesterton Drive
San Diego, Calif.

I HEREBY APPROVE the form of the foregoing Agreement, this 23 day of January, 1948.
J. F. DuPAUL, City Attorney
By THOMAS J. FANNING,
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Basich Bros. for use of one power street sweeper; being Document No. 382045.

FRED W. SICK
City Clerk of The City of San Diego, California

By J. Tatten Deputy

LEASE AGREEMENT

THIS AGREEMENT, Made and entered into this 9th day of January, 1948, by and between THE CITY OF SAN DIEGO, a municipal corporation, party of the first part, lessor; and HUBERT M. COLES, doing business as COLES OF LA JOLLA, party of the second part, lessee, WITNESSETH:

THAT WHEREAS, the lessee wishes to lease approximately 4000 square feet of space in a building belonging to the lessor located at Camp Callan for the purpose of storing merchandise; and

WHEREAS, the lessor is willing to rent the said 4000 square feet to said lessee; NOW, THEREFORE,

It is agreed as follows:

That the lessor does hereby let, lease and set over to the lessee and the lessee does hereby accept and take over the following described property:

The easterly one-half of the main floor of that room known as the pool room, which is the northwest corner room on the main floor (approximately 4000 square feet of floor space) in the Officers' Club Building at Camp Callan site, in San Diego County, California,

for a period of four (4) months on a month to month rental basis beginning on the 9th day of January, 1948, and ending on the 8th day of May, 1948.

It is further understood and agreed that the lessee shall pay the lessor the sum of five cents (5¢) per square foot, or TWO HUNDRED DOLLARS (\$200.00) per month in advance for the use of said premises.

The lessee agrees to protect the floors of said building so that they will not be scratched or marred by merchandise which is stored therein, and said lessee agrees to return said property to the lessor at the end of said four (4) months period, in as good condition as it was when he received it, ordinary wear, tear and use excepted.

WHEREFORE, The City of San Diego has caused this agreement to be executed by its City Manager and the party of the second part has hereunto subscribed his signature on the day and year hereinabove written.

THE CITY OF SAN DIEGO,
Lessor,

(SEAL)
ATTEST:
Its Assistant Secretary.

By I. H. KEEFE
Its Vice President
THE CITY OF SAN DIEGO,
By EMIL KLICKA
H. M. SMITH
A. BORTHWICK
(Members of the Harbor Commission
of the City of San Diego)

STATE OF ILLINOIS) ss.
COUNTY OF COOK)

On this 18th day of November in the year one thousand nine hundred and forty-seven, before me, George E. Anderson, a Notary Public in and for said County of Cook, State of Illinois, personally appeared J. H. KEEFE, known to me to be the Vice President of the corporation that executed the within and foregoing instrument, and known to me to be one of the persons who executed 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 said County the day and year in this certificate first above written.

(SEAL) GEORGE E. ANDERSEN
Notary Public in and for said County of Cook, State of Illinois

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Supplemental Agreement with A.T. and S.F. Ry. Co. granting to City of San Diego permission to construct water pipeline across Harbor Dr.; being Document No. 382056.

FRED W. SICK
City Clerk of The City of San Diego, California
By _____ Deputy

P E R M I T

SILVER BAY KENNEL CLUB, Box 314, El Cajon, California, is hereby granted permission to use and occupy the Federal Building in Balboa Park of The City of San Diego, for a period of two days, to-wit: January 24th and 25th, 1948, at a rental fee of \$50.00 per day.

This permit is granted upon the terms and conditions set forth in Resolution No. 88159, adopted by the Council of said City, Jan. 20, 1948; a copy of which resolution is attached hereto and made a part hereof.

F. A. RHODES, City Manager

RECEIPT of the above permit is hereby acknowledged, and all of the terms and conditions of said permit are hereby accepted.

SILVER BAY KENNEL CLUB,
By C. S. BEALE

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Permit to Silver Bay Kennel Club for use of Federal Bldg. Balboa Park; being Document No. 382193.

FRED W. SICK
City Clerk of The City of San Diego, California
By F. W. SICK Deputy

Executed in Triplicate

BOND NO. B-15102

KNOW ALL MEN BY THESE PRESENTS, That STANDARD IRON WORKS, a corporation, as Principal and Pacific Employers Insurance Company, 1033 South Hope Street, Los Angeles, Calif. a corporation organized and existing under and by virtue of the laws of the State of California as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIVE HUNDRED NINE and no/100 Dollars (\$509.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 31st day of December, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

59- 6" x 42" FB hydrant ells

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

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

ATTEST:
C. E. PIEPENBRINK
Sales Manager

STANDARD IRON WORKS (SEAL)
By P. M. STRAUBINGER, Secy.
Principal
PACIFIC EMPLOYERS INSURANCE COMPANY (SEAL)
Surety
By RALPH E. SMITH
Ralph E. Smith Attorney-in-Fact

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 16th day of January, 1948, before me Jonas Edwin Hedquist, a Notary Public in and for the County and State aforesaid, duly commissioned and sworn, personally appeared Ralph E. Smith known to me to be the person whose name is subscribed to the foregoing instrument as the Attorney-in-Fact of the PACIFIC EMPLOYERS INSURANCE COMPANY, and acknowledged to me that he subscribed the name of PACIFIC EMPLOYERS INSURANCE COMPANY thereto as Principal and his own name as Attorney-in-Fact.

JONAS EDWIN HEDQUIST (SEAL)
Notary Public in and for the State of California, County of San Diego

My Commission Expires Mar. 3, 1950

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Standard Iron Works for furnishing 59-6" x 42" FB hydrant ells; being Document No. 382195.

FRED W. SICK
City Clerk of The City of San Diego, California.

By J. Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, That CAMPBELL CHEVROLET COMPANY, a co-partnership, as Principal and _____ a corporation organized and existing under and by virtue of the laws of the State of _____ as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE HUNDRED THIRTY and no/100 Dollars (\$330.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors, and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this _____ day of January, 1948.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said Principal has entered into the annexed contract with The City of San Diego, to furnish and deliver to said City:

- 1 - 1947 Chevrolet 3 passenger stylemaster coupe,

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

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

CAMPBELL CHEVROLET COMPANY
By ROY B. CAMPBELL, Partner
Principal

By _____
Surety

I hereby approve the form of the within Bond, this 28th day of January, 1948.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY,
Deputy City Attorney

I hereby approve the foregoing bond this 28th day of Jan., 1948.

F. A. RHODES, 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 28th day of January, 1948, by and between THE CITY OF SAN DIEGO, a municipal 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 co-partnership, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

- 1 - 1947 Chevrolet 3 passenger stylemaster coupe, in accordance with the specifications therefor on file in the office of the City Clerk of San Diego under Document No. 380289;

Contractor agrees to make delivery within 45 days from receipt of purchase order; provided, however, that contractor shall not be liable for delays or defaults where occasioned by any causes of any kind or extent beyond its control, including, but not limited to, action of any governmental authority; shortages of labor, raw materials, production facilities or transportation; labor difficulties; fires, floods and accidents.

Said contractor hereby agrees to furnish and deliver said automobile above described at and for the price of One Thousand Three Hundred Eighteen Dollars (\$1318.00), exclusive of the California State Sales Tax which will be paid by the City.

If the manufacturer makes general increases to the trade in the price of the product, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by the contractor to the City, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances. Provided, however, that any increases to the City, allowed under above conditions, shall not exceed 10% of the price quoted to the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to the City of San Diego.

Said City, in consideration of the furnishing and delivery of said automobile by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said automobile by said City, will pay said Contractor, in warrant drawn upon the proper fund of said City, the sum of \$1318.00, exclusive of the California State Sales Tax.

Payment for said automobile will be made in accordance with purchase order and delivery.

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

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

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

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. 88082 of the Council authorizing such execution, and the contractor has caused this instrument to be executed the day and year in this agreement first above written.

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

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

16 - 6 cyl., Ford, 95 H.P. Fordor Super Deluxe sedans equipped with Leece-Neville alternators and automatic regulators, 120 ampere hour batteries and seat covers, painted Police Department colors, all in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 379477.

Contractor agrees to make delivery, approximately as follows: four (4) sedans within three weeks after receipt of purchase order, and four (4) sedans every two weeks thereafter; provided, however, that contractor shall not be liable for delays or defaults in delivery from the Ford Motor Co. where occasioned by any causes of any kind or extent beyond its control, including, but not limited to, action of any governmental authority; shortages of labor, raw materials, production facilities or transportation; labor difficulties; fires, floods and accidents.

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

16 - Ford sedans @ \$1,650.75 \$26,412.16
Said prices include the California State Sales Tax.

The City has the option of trading in sixteen obsolete Police cars and the contractor will allow the following appraised valuation of each car the City may elect to turn in on a car for car basis, to-wit:

Police Dept. Car No.	Type	Used Value
6	1940 Std Sedan Fordor	\$355.00
7	1940 Sed Fordor	355.00
8	1940 Sed Fordor	355.00
31	1941 Std Fordor	405.00
32	1941 Dlx Fordor	405.00
34	1942 Dlx Fordor	500.00
35	1942 Dlx Fordor	500.00
36	1942 Dlx Fordor	500.00
37	1942 Dlx Fordor	500.00
38	1942 Dlx Fordor	500.00
39	1942 Dlx Fordor	500.00
40	1942 Dlx Fordor	500.00
41	1942 Dlx Fordor	500.00
43	1942 Dlx Fordor	500.00
44	1942 Dlx Fordor	500.00
48	1942 Dlx Fordor	500.00
50	1942 Dlx Fordor	500.00

TOTAL APPRAISED VALUE \$7,875.00

Said City, in consideration of the furnishing and delivery of said automotive equipment by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said equipment by said City, will pay said Contractor, in warrants drawn upon the proper fund of said City, the following sum, to-wit: Twenty-six Thousand Four Hundred Twelve and 15/100 Dollars (\$26,412.15), less any amount allowed as turn-in value of obsolete Police cars as hereinabove provided.

Payment for said automotive equipment will be made in accordance with purchase order and delivery.

If the manufacturer makes general increases to the trade in the price of the product, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by the contractor to the City, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances, and allowing cancellation to be effected by the City if it elects so to do. Provided, however, that any increases to the City, allowed under above conditions, shall not exceed 10% of the price quoted to the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to The City of San Diego.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

No interest in this agreement shall be transferred by the contractor to any other party and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said Council to that effect.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 87863 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.
By F. A. RHODES, City Manager

ATTEST:
K. H. LITTLEFIELD (SEAL)
Sec.-Treas.

BAY SHORE MOTORS
By P. E. FRAZIER, Vice-Pres.
Contractor

I hereby approve the form and legality of the foregoing contract this 27th day of January, 1948.

J. F. DuPAUL, City Attorney
By J. H. MCKINNEY,
Deputy City Attorney

KNOW ALL MEN BY THESE PRESENTS, That SAN DIEGO HARLEY-DAVIDSON COMPANY, a corporation, as Principal and LONDON & LANCASHIRE INDEMNITY COMPANY OF AMERICA 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 NINE HUNDRED EIGHT and no/100 Dollars (\$1908.00) lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 19th day of January, 1948.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the Bank of America National Trust and Savings Association, as Executor of the Will of W. J. Ruhle, deceased, entered into the annexed contract with The City of San Diego to furnish and deliver 13 Harley-Davidson motorcycles, and thereafter assigned said contract to San Diego Harley-Davidson Company, a corporation (the above-named Principal), which assignment said Principal has accepted;

NOW, THEREFORE, if the said Principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO HARLEY-DAVIDSON COMPANY,
By ARTHUR J. GOODWIN,
Principal
LONDON & LANCASHIRE INDEMNITY COMPANY
OF AMERICA (SEAL)
Surety
By THEODORE M. FINTZELBERG
Attorney-in-Fact

STATE OF CALIFORNIA COUNTY OF SAN DIEGO ss.

On this 19th day of January, 1948, personally appeared before me THEODORE M. FINTZELBERG the Attorney-in-Fact of the LONDON & LANCASHIRE INDEMNITY COMPANY OF AMERICA, with whom I am personally acquainted, who being by me duly sworn, stated, that he resides in the City of San Diego, in the State of California; that he is Attorney-in-fact of the LONDON & LANCASHIRE INDEMNITY COMPANY OF AMERICA, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said Company; that he signed his name thereto as Attorney-in-fact under like authority, and that said authority has not been revoked nor rescinded.

BESSIE L. WALLACE

Notary Public San Diego Co., California

(SEAL)

My Commission Expires 2/14/51
NOTARY AFFIDAVIT

I HEREBY APPROVE the form of the within Bond, this 29th day of January, 1948.

J. F. DuPAUL, City Attorney,
By J. H. MCKINNEY,
Deputy City Attorney.

I HEREBY APPROVE the foregoing Bond this 30th day of January, 1948.

F. A. RHODES, 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 19th day of Jan., 1948 by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as Executor of the Will of W. J. RUHLE, Deceased, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City: the following described automotive equipment at the following prices, to-wit:

13 - 1948 model, 74 cubic inch, overhead valve Harley-Davidson police motorcycles	@\$792.10 ea	
Plus California State Sales Tax.....	19.80 "	
	\$811.90 "	
Less turn-in value of 13 - 1941 Harley-Davidson motorcycles.....	225.00 "	
(in good running condition)	\$586.90 "	\$7,529.70

Said motorcycles shall be in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 378346.

Said contractor agrees to deliver said equipment within ninety days from receipt of purchase order and to allow said turn-in motorcycles to continue in use until said delivery; provided, however, that contractor reserves the right to make adjustments on said turn-in motorcycles should same become unuseable due to wrecking or mechanical failure before time of turn-in.

Said City, in consideration of the furnishing and delivery of said equipment by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said equipment by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Seven Thousand Six Hundred Twenty-nine and 70/100 Dollars (\$7,529.70), inclusive of the California State Sales Tax, and subject to said adjustment hereinabove mentioned.

Said payment will be made in accordance with purchase order and delivery.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies were engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall

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 on the Bay of San Diego, and being a portion of those lands conveyed to The City of San Diego by the State of California under the provisions of that certain Act of the Legislature, entitled, "An Act conveying certain tidelands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego, in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911, and as subsequently amended, more particularly described as follows:

PARCEL "A":

Beginning at the point of intersection of the northwesterly line of Nutmeg Street with the Mean High Tide Line for the Bay of San Diego, as said Mean High Tide Line was established by that certain Superior Court Action No. 35473; thence south 23° 39' east a distance of 30.06 feet to a point; thence south 69° 47' 50" west a distance of 113.77 feet, more or less, to a point on the northeasterly line of Atlantic Street (now named Pacific Highway), as said Atlantic Street was dedicated as and for a public highway by Resolution No. 108 by the Harbor Commission of The City of San Diego, said point being on a curve concave to the southwest having a radius of 2,137.5 feet, the center of which bears south 67° 45' 27" west; thence northwesterly along the arc of said curve an arc distance of 80.14 feet to a point; thence north 69° 47' 50" east a distance of 109.88 feet to a point on a curve concave to the northeast having a radius of 329.62 feet, and the center of which bears north 40° 46' 48" east; thence southeasterly along the arc of said curve an arc distance of 50.61 feet, more or less, to a point on the said northwesterly line of Nutmeg Street; thence south 69° 47' 50" west along the northwesterly line of Nutmeg Street a distance of 27.54 feet, more or less, to the point or place of beginning, containing 9,610 square feet of tideland area.

PARCEL "B":

Beginning at the point of intersection of the southeasterly line of Nutmeg Street with the Mean High Tide Line for the Bay of San Diego, as said Mean High Tide Line was established by that certain Superior Court Action No. 35473; thence following along the said Mean High Tide Line, first south 23° 39' east a distance of 8.99 feet; thence south 22° 31' 10" east a distance of 46.06 feet to the true point or place of beginning; thence continuing along the said Mean High Tide Line, first south 22° 31' 10" east a distance of 54.12 feet to a point; thence south 16° 54' 30" east a distance of 100.072 feet (recorded north 17° 01' 10" west, 100.065 feet); thence south 13° 49' 40" east a distance of 91.86 feet, more or less, to a point on the northwesterly line of Maple Street; thence south 69° 49' 20" west along the southwesterly prolongation of the northwesterly line of Maple Street a distance of 104.08 feet, more or less, to a point on the northeasterly line of said Pacific Highway; thence north 20° 12' 10" west along the northeasterly line of said Pacific Highway a distance of 274.71 feet to the point of beginning of a curve concave to the southwest having a radius of 2,137.5 feet; thence northwesterly along the arc of said curve an arc distance of 25.50 feet, more or less, to a point on the southwesterly prolongation of the southeasterly line of Nutmeg Street; thence north 69° 47' 50" east along the said prolonged line of Nutmeg Street a distance of 80.16 feet to a point; thence south 20° 12' 10" east a distance of 55 feet to a point; thence north 69° 47' 50" east a distance of 37.84 feet, more or less, to the true point or place of beginning; containing 32,500 square feet of tideland area.

The lands hereinabove described being shown on Harbor Department Drawing No. 200-B-2, 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 (5) years beginning on the 1 day of Feb., 1948, and ending on the 31 day of Jan., 1953, unless sooner terminated as herein provided, at the following rentals:

The sum of ten cents (10¢) per square foot per year.

All rentals hereunder shall be due and payable monthly in advance upon the first day of each and every month during the term of this lease.

Neither the whole nor any part of this lease shall be assignable or transferable, nor shall the lessee have the right to sublet the leased premises, or any part thereof, without the consent of the Harbor Commission evidenced by resolution duly and regularly passed and adopted.

If at any time during the term of this lease the tenancy hereunder shall interfere with the use of any of the tidelands of San Diego Bay lying bayward of the bulkhead line as now established for navigation, commerce and fisheries, or in any manner become inconsistent with the trust under which the said tidelands are held from the State of California, the City shall have the right to terminate this lease upon one year's notice and the payment to the lessee of reasonable compensation, which shall be based upon and limited to compensation for the actual value at the time of the termination of this lease of such buildings, structures and physical improvements placed upon the demised premises by the lessee as are authorized or permitted under the terms of this lease, but shall not be held to include or require compensation to be paid in any amount to the lessee for any damage to or interference with the loss of business or franchise occasioned by any such termination.

In addition to the foregoing provisions, it is hereby agreed by the parties to this lease that the same is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That the demised premises hereinabove described shall be used for the purpose of conducting and maintaining thereon the business of selling and storing lumber. That said lessee shall have the right to construct, maintain and operate upon the demised premises such building or buildings as may be necessary or convenient to carry on 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 Harbor Commission and Planning Commission of said City.

(3) That upon the expiration of the term of this lease, or upon the sooner termination thereof, except upon a termination for a cause entitling the lessee to be paid compensation for its buildings, structures and physical improvements placed upon the demised premises, as hereinabove provided, and which compensation shall have been paid to the lessee, the lessee shall have the right and shall be required to remove from said premises such buildings, structures, appliances and appurtenances as may have been constructed by it on the premises.

(4) At no time during the life of this lease shall The City of San Diego be required to make any improvement on or for the benefit of the said leased lands hereinabove described.

(5) 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, or by the Harbor Commission of said City, and said lessee will remove any structures or buildings from said demised premises as shall interfere with

The plat marked "Exhibit A," attached to and made a part of said Lease dated April 1, 1944, is hereby amended and supplemented by the plat attached hereto, dated September 23, 1946, marked "Exhibit B," and made a part hereof, designating and showing the parcel of land described in said lease, as hereby amended.

(3) It is expressly understood and agreed by the parties hereto that the said Lease between the City and the Corporation dated April 1, 1944, is not to be considered in any wise changed or modified except as specifically set out in Paragraph (2) above, and in all other respects said Lease shall remain binding upon the parties and in full force and effect.

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 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, and this instrument when so executed shall be deemed effective from the date first hereinabove written.

This instrument is executed in duplicate, both of which shall be deemed originals.

THE CITY OF SAN DIEGO
 By EMIL KLICKA
 H. M. SMITH
 A. BORTHWICK
 Members of the Harbor Commission
 of The City of San Diego.
 CONSOLIDATED VULTEE AIRCRAFT CORPORATION
 By V. SCHORLEMMER,
 Vice-President

ATTEST:
 W. M. SHANAHAN,
 Secretary.

(SEAL)

I hereby approve the form of the foregoing Agreement for Modification of Tideland Lease this 3 day of Oct., 1946.

J. F. DuPAUL, City Attorney
 By MOREY S. LEVENSON,
 Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for Modification of Tidelands Lease - Consolidated Vultee Aircraft Corp.; being Document No. 382471.

FRED W. SICK
 City Clerk of The City of San Diego, California.

By J. T. Tatten Deputy

OPTION TO PURCHASE TAX-DEEDED LANDS

THIS AGREEMENT, made and entered into this 19th day of January, 1948, under and by virtue of the provisions of Division 1, Part 5, Chapter 8, Articles 1, 3 and 3 of the Revenue and Taxation Code of the State of California, as amended, by and between:

THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACTING BY AND THROUGH ITS BOARD OF SUPERVISORS,
 Party of the First Part,

and

THE CITY OF SAN DIEGO, a Municipal Corporation in the County of San Diego, State of California,
 Party of the Second Part,

W I T N E S S E T H:

WHEREAS, certain lands hereinafter described, situated in the County of San Diego, State of California, and also within the boundaries of The City of San Diego, have been tax-deeded to the State of California for delinquent County and City taxes and/or assessments; and WHEREAS, said tax deeds include taxes levied by said City, the taxes of which are collected by officers of said County; and WHEREAS, the Board of Supervisors of the County of San Diego and the City Council of The City of San Diego believe that it is for the best interests, both of the County of San Diego and The City of San Diego, that said property be sold into private ownership, to the end that said lands be restored to the assessment rolls of the parties hereto, or that said lands shall be devoted to public use by said City; and WHEREAS, said lands are particularly described as follows:

Property Description
 (As appears upon the County assessment roll, together with Certificate No. and date of sale to the State, and Deed No. and date of deed to the State)

Property Description	Sold to State	Cert. No.	Deeded to State	Deed No.
CABLE ROAD ADDITION:				
Lots 1 to 3, Block 7	5/29/32	16441	7/1/37	1849
Lot 4, Block 7	9/1/33	17004	7/1/38	1717
Lots 1 to 11, Block 11,	5/29/29	89853	8/1/34	11771
Lots 12 to 23, Block 11,	5/29/29	108835	8/1/34	12152
Lots 27 and 28, Block 11,	5/29/42	28142	7/1/47	21
Lots 13, 14, & 15, Block 14,	5/29/35	30997	7/8/41	77
Lots 28 and 29, Block 14,	5/29/36	31000	7/8/41	77-a
Lots 7 to 10, Block 16,	5/29/39	27902	7/1/44	23
Lots 11 to 17, Block 16,	5/29/37	29297	7/1/42	32

NOW, THEREFORE, pursuant to authority granted by Division 1, Part 5, Chapter 8, Articles 1, 2 and 3 of the Revenue and Taxation Code of the State of California, as amended, said Board of Supervisors hereby gives and grants unto said City of San Diego an option to purchase the above described lands upon the following terms and conditions, to-wit:

1. That said City shall have the right to exercise this option at any time within three years from the date hereof.
2. That this option is given to said City upon the express condition that, at the time

OPTION TO PURCHASE TAX-DEEDED LANDS

THIS AGREEMENT, made and entered into this 19th day of January, 1948, under and by virtue of the provisions of Division 1, Part 6, Chapter 8, Articles 1, 3 and 3 of the Revenue and Taxation Code of the State of California, as amended, by and between:

THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACTING BY AND THROUGH ITS BOARD OF SUPERVISORS,

Party of the First Part,

and

THE CITY OF SAN DIEGO, a Municipal Corporation in the County of San Diego, State of California,

Party of the Second Part,

WITNESSETH:

WHEREAS, certain lands hereinafter described, situated in the County of San Diego, State of California, and also within the boundaries of The City of San Diego, have been tax-deeded to the State of California for delinquent County and City taxes and/or assessments; and

WHEREAS, said tax deeds include taxes levied by said City, the taxes of which are collected by officers of said County; and

WHEREAS, the Board of Supervisors of the County of San Diego and the City Council of The City of San Diego believe that it is for the best interests, both of the County of San Diego and The City of San Diego, that said property be sold into private ownership, to the end that said lands be restored to the assessment rolls of the parties hereto, or that said lands shall be devoted to public use by said City; and

WHEREAS, said lands are particularly described as follows:

Property Description
(As appears upon the County assessment roll, together with Certificate No. and date of sale to the State, and Deed No. and date of deed to the State)

Property Description	Sold to State	Cert. No.	Deeded to State	Deed No.
MANNASSEE & SCHILLER'S ADDITION:				
Lots 47 and 48, Block 227,	5/29/32	45743	7/1/37	3721
WATKINS & BIDDLE'S ADDITION:				
Lots 15 and 16, Block 1,	5/29/31	13796	7/1/36	737

NOW, THEREFORE, pursuant to authority granted by Division 1, Part 6, Chapter 8, Articles 1, 2 and 3 of the Revenue and Taxation Code of the State of California, as amended, said Board of Supervisors hereby gives and grants unto said City of San Diego an option to purchase the above described lands upon the following terms and conditions, to-wit:

1. That said City shall have the right to exercise this option at any time within three years from the date hereof.

2. That this option is given to said City upon the express condition, that, at the time said City exercises the same, it shall have a bona fide purchaser for said property, ready, willing and able to purchase the same, and said City shall, immediately following the exercise of this option, cause the said property to be resold and the title vested as of record in a third party to the end that said land shall be reestablished on the assessment rolls of the County of San Diego, State of California, or that said property shall be devoted to public use by said City.

3. That this option is given in consideration of the payment by said City to the County of San Diego, by and through the Tax Collector of said County, of the following sums and at the times hereinafter set forth:

Property Description	Down Payment Jan. 19, 1948 (As of date of Execution of Agreement)	2nd Payment Jan. 19, 1949 (Anniversary Date of Agreement)	3rd Payment Jan. 19, 1950 (2nd Anniversary Date of Agreement)	Final Payment (Upon Exercise of Option)
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MANNASSE & SCHILLER'S ADDITION:				
Lot 47, Block 227,	\$ 1.00	\$ 1.00	\$ 1.00	\$ 30.00
Lot 48, Block 227,	1.00	1.00	1.00	40.00

WATKINS & BIDDLE'S ADDITION:				
Lots 15 and 16, Blk. 1,	1.00 each	1.00 each	1.00 each	35.00 each

PROVIDED, HOWEVER, that if said option is exercised prior to the due date of either the second or third payment above specified, such second or third payment, or both as the case may be, shall be cancelled, and shall not in that event be due or owing to said County; provided, further, that no installment payment made, other than the final payment above specified, shall be refunded in the event of redemption of the property, or for any other reason.

4. That said City shall have the right to exercise this option at any time during the term hereof as to any portion of said property which, as of the date of this agreement, has a separate valuation on the assessment roll of said County; provided, further, that said City shall have the right to exercise this option at any time during the term hereof as to any portion of a single lot, parcel or tract of said property, which lot, parcel or tract as of the date of this agreement has a separate valuation on the assessment roll of said County, Upon exercise of said option as to any portion of such separately valued lot, parcel or tract the final payment therefor shall be a sum which bears the same ratio to the final payment set forth in Paragraph 3 herein for the entire lot, parcel or tract from which said segregated portion is taken, as the assessed valuation of said segregated portion, placed thereon by the

On this 26th day of January, 1948, before me personally came FRANKLIN T. HALE to me known, who being by me duly sworn, did depose and say: that he is Attorney(s)-in-Fact of THE TRAVELERS INDEMNITY COMPANY, the Corporation described in and which executed the foregoing instrument; that he know(s) the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority granted to him in accordance with the By-Laws of the said Corporation, and that he signed his name thereto by like authority.

FRANCES S. BOWERS (SEAL)
Notary Public

My Commission Expires August 17, 1950

I hereby approve the form of the foregoing Undertaking this 4th day of February, 1948.

J. F. DuPAUL, City Attorney.
By B. KENNETH GOODMAN,
Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 87982 passed and adopted on the 30th day of December, 1947, require and fix the sum of \$317.00 as the penal sum of the foregoing Undertaking.

(SEAL) FRED W. SICK
City Clerk of The City of San Diego, California
By HELEN M. WILLIG, Deputy

CONTRACT FOR STREET LIGHTING.

Ocean Beach Lighting District No. 1

THIS AGREEMENT, made and entered into this 10th day of February, 1948, by and between SAN DIEGO 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 or along the following streets in the City of San Diego, California, to-wit:

ABBOTT STREET, between the northwesterly prolongation of the northeasterly line of Newport Avenue and the southerly line of West Point Loma Boulevard;

NEWPORT AVENUE, between the southwesterly prolongation of the northwesterly line of Abbott Street and the northwesterly line of Sunset Cliffs Boulevard;

SANTA MONICA AVENUE, between the southeasterly line of Abbott Street and the northwesterly line of Bacon Street;

BACON STREET, between the northeasterly line of Newport Avenue and the southwesterly line of Santa Monica Avenue; and

VOLTAIRE STREET, between the southeasterly line of Abbott Street and the northwesterly line of Froude Street.

Such furnishing of electric current shall be for a period of one year, from and including August 14, 1947, to-wit, to and including August 13, 1948.

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 Oct. 6, 1947 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 Sixty-six and 50/100 Dollars (\$1266.50) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Ocean Beach Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Public Utilities 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 Gas & Electric Company, or by or through any action of the Public Utilities 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 Sixty-six and 50/100 Dollars (\$1266.50) 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 the provisions of the "Lighting District Ordinance of 1938", and amendments thereto, and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of One Thousand Two Hundred Sixty-six and 50/100 Dollars (\$1266.50).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938", and amendments thereto, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

(SEAL)
ATTEST:
R. C. CAVELL,
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY
Vice President in Charge of Sales
THE CITY OF SAN DIEGO.
By HARLEY E. KNOX
G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
CHESTER L. DORMAN

transportation; labor difficulties; fires, floods and accidents.

Said contractor hereby agrees to furnish and deliver said equipment above described at and for the prices as follows:

1 - 1-ton Express Dodge truck	@ \$1552.37	\$1552.37
5 - 3/4-ton Express Dodge pickup trucks	@ \$1366.30 ea	8197.80
9 - 1/2-ton Express Dodge pickup trucks	@ \$1271.50 ea	11443.50
		<u>\$21193.57</u>

Said prices do not include the California State Sales Tax which will be paid by the City. If the manufacturer makes general increases to the trade in the price of the product, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by the contractor to the City, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances. Provided, however, that any increases to the City, allowed under above conditions, shall not exceed 10% of the price quoted to the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to The City of San Diego.

Said City, in consideration of the furnishing and delivery of said equipment by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said equipment by said City, will pay said Contractor, in warrants drawn upon the proper fund of said City, the following sum, to-wit: Twenty-one Thousand One Hundred Ninety-three and 57/100 Dollars (\$21,193.57). Payment for said equipment will be made in accordance with purchase order and delivery.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered all of said materials, as herein specified.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said Council to that effect.

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. 88081 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.

By F. A. RHODES, City Manager.
UNION TITLE INSURANCE AND TRUST CO.,
Trustee of the Estate of C. A. GRAY,
Deceased,

By A. G. READER, Secy.
Contractor

I hereby approve the form and legality of the foregoing contract this 3rd day of February, 1948.

J. F. DuPAUL, City Attorney
By LOUIS M. KARP, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with trustee of Estate of C. A. Gray, deceased for furnishing 15 trucks; being Document No. 382577.

FRED W. SICK
City Clerk of The City of San Diego, California.

By F. T. Allen Deputy

A G R E E M E N T

PROJECT: Reconstruction and Enlargement - -
Sewage Treatment Plant, San Diego,
California.

PROPOSAL: for furnishing Flow Meters,
Regulators, Thermometers and Gauges.

THIS AGREEMENT, made the 2nd day of February, 1948, by and between the City of San Diego, San Diego County, California, herein called the "City", and BROWN INSTRUMENT COMPANY DIVISION OF MINNEAPOLIS HONEYWELL REGULATOR COMPANY, a corporation, herein called the "Manufacturer",

WITNESSETH: That the City and the manufacturer for the consideration stated herein agree as follows:

ARTICLE I: SCOPE OF WORK. The manufacturer shall perform, within the time stipulated, the contract as herein defined of which this agreement is a component part and everything required to be performed, and shall provide and furnish any and all of the labor, materials, tools, expendable equipment and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work covered by the contract in connection with the City's project as identified above, all in strict conformity with the plans and specifications, including any and all addenda issued by the City, and the other contract documents hereinafter enumerated.

It is agreed that said labor, materials, tools, equipment and services shall be furnished and the contract performed and completed under the direction and supervision and subject to the approval of the City or its authorized representative.

ARTICLE II: CONTRACT PRICE. The City shall pay the manufacturer as full consideration for the faithful performance of this contract, subject to any additions or deductions as provided in the contract documents, the contract price as computed in the proposal, copy of which is attached hereto and made a part hereof, and at the time and in the manner set forth in the specifications attached hereto.

Payments are to be made to the manufacturer in accordance with and subject to the provisions of the contract.

ARTICLE III: PRICE ADJUSTMENT CLAUSE. If the manufacturer makes general increases to the trade in the price of the product, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by the bidder to the City,

A G R E E M E N T

THIS AGREEMENT, Made and entered into this 5th day of February, 1948, by and between THE CITY OF SAN DIEGO, a municipal corporation, party of the first part, and GEORGE HEYNEMAN and ALICE W. HEYNEMAN, and ALLAN S. KLAUBER, as Trustees of the Estate of Laura K. Wangenheim, deceased, parties of the second part, WITNESSETH:

THAT WHEREAS, the Trustees of the Estate of Laura K. Wangenheim, deceased, have a large and valuable library belonging to said estate which they desire to donate to the San Diego Public Library for the use and enjoyment of the people of The City of San Diego, upon the conditions and terms hereinafter set forth; and

WHEREAS, the said Trustees desire to give to the party of the first part the sum of Ten Thousand and No/100 Dollars (\$10,000.00) from the said estate for the equipment, furnishing and decoration of a room in the new Main Library Building when the same is built and completed and to be known as "The Wangenheim Reading Room"; and

WHEREAS, The City of San Diego is willing to accept said library and said bequest of \$10,000.00; and

WHEREAS, the City is willing to provide in the new Main Library building, a reading room as hereinafter described to be known as The Wangenheim Reading Room; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

1. That the parties of the second part hereby donate and turn over to the party of the first part a library of valuable books belonging to the Estate of Laura K. Wangenheim, deceased.

2. The party of the first part agrees to accept said books, pamphlets, papers, documents, furniture and objects of art that are turned over to it, the same to become a part of the San Diego Public Library. A portion of the library, consisting of the less valuable books, is to become part of the general collection of the San Diego Public Library, but the more valuable books, consisting of collectors' items, sets and fine bindings which are to become the nucleus of the Wangenheim Reading Room, are to be carefully inventoried, packed and stored in a room or building that is dry and clean and as nearly fireproof as possible until such time as the new Main Library building shall be completed.

The party of the first part agrees to have said room or building inspected by the Fire Department of The City of San Diego for safety before placing said valuable books in said building and to have it inspected by the Fire Department thereafter from time to time and the party of the first part also agrees to have said room or building inspected by the Police Department of The City of San Diego and every precaution taken to prevent any of said books from being stolen from said room or building.

The party of the first part agrees to protect said books from damage by insects and rodents insofar as it is possible.

3. The party of the first part agrees to provide a reading room consisting of 700 or more square feet in a suitable location in the new Main Library building to be built by The City of San Diego in the near future, said room to be known as "The Wangenheim Reading Room".

4. It is agreed that the room hereinabove mentioned shall resemble a library in a private home, and that the trustees shall be consulted by the City Librarian about the choice of furnishing and decorations. Among the decorations shall be a bronze plaque stating that

"This room is a gift to the citizens of San Diego by Laura K. Wangenheim in memory of her husband, Julius Wangenheim, who for half a century worked for the cultural welfare of this community".

5. It is agreed that said room shall be furnished with suitable shelving or cases for the books.

It is further understood that some of the more valuable books, manuscript, leaves, papers, documents and art exhibits shall be kept when not in use in locked bookcases and display cases for their protection. No book or books shall be borrowed by the public from the Wangenheim Reading Room.

6. The party of the first part agrees to keep an attendant on duty at all times when the room is open to the public; the hours for keeping said room open to be left to the discretion of the City Librarian. At any time that the attendant shall find it necessary to leave said room the same shall be locked.

7. The parties of the second part expect to receive cash or securities with a value of \$10,000.00 from the estate of Laura K. Wangenheim, and agree to hold the Corpus of this Trust until such time as construction of the new Main Library Building has been started, and at that time they agree to transfer said Corpus to the party of the first part, but not in excess of cash and securities valued at \$10,000.00.

8. It is further agreed that the collection of the Wangenheim Reading Room may be augmented by gifts and bequests from other persons and by books purchased by the San Diego Public Library.

9. Notwithstanding any of the aforementioned agreements, in the event the construction of the building referred to in this agreement has not been commenced by January 1, 1953, then, at any time thereafter prior to commencement of construction, parties of the second part may, by addressing a letter to the City, cancel this agreement without further responsibility on their part, and the party of the first part will return to the parties of the second part the books and other items inventoried in Paragraph 2 hereof, as the nucleus of the Wangenheim Reading Room.

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be executed by its City Manager, acting under and pursuant to a resolution of the City Council authorizing such execution, and George Heyneman and Alice W. Heyneman, and Allan S. Klauber, as Trustees of the Estate of Laura K. Wangenheim, deceased, have hereunto subscribed their names, the day and year in this agreement hereinabove written.

THE CITY OF SAN DIEGO,
By F. A. RHODES, City Manager,
Party of the First Part;

ALICE W. HEYNEMAN

ALLAN S. KLAUBER

GEO. HEYNEMAN

as Trustees of the Estate of

Laura K. Wangenheim, deceased,

Parties of the Second Part.

I HEREBY APPROVE the form of the foregoing Agreement this 10 day of February, 1948.

J. F. DuPAUL, City Attorney

By LOUIS M. KARP,

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with George Heyneman, Allan S. Klauber, et al- re bequest from Estate of Laura K. Wangenheim for room in new Main Library Building; being Document No. 382821.

FRED W. SICK

City Clerk of The City of San Diego, California.

By *J. T. Patton* Deputy

6 - 4" H.E. gates
 50 - 6" " "
 12 - 8" " "
 6 - 12" " "

Provided, further, that contractor shall not be liable for delays or defaults where occasioned by any causes of any kind or extent beyond its control, including, but not limited to, action of any governmental authority; shortages of labor, raw materials, production facilities or transportation; labor difficulties; fires, floods and accidents.

If the manufacturer makes general increases to the trade in the price of the product, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by the contractor to the City, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances, and allowing cancellation to be effected by the City if it elects so to do. Provided, however, that any increases to the City, allowed under the above conditions, shall not exceed 15% of the price quoted to the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to The City of San Diego.

Said City, in consideration of the furnishing and delivery of said valves and sleeves according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said valves and sleeves by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of \$33,020.45, exclusive of the California State Sales Tax.

Said payment will be made in accordance with purchase order and delivery.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said Council to that effect.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 88220 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.

By F. A. RHODES, City Manager
 INDUSTRIES SUPPLY COMPANY OF SAN DIEGO
 By PAUL B. RAYBURN, JR., Pres.
 Contractor

ATTEST:

MARION B. HART

I hereby approve the form and legality of the foregoing contract this 10th day of February, 1948.

J. F. DuPAUL, City Attorney
 By LOUIS M. KARP,
 Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Industries Supply Company for furnishing 356 gate valves of various sizes; tapping valves and tapping shoes; being Document No. 382859.

FRED W. SICK

City Clerk of The City of San Diego, California.

By F. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That F. S. & W. W. HIRSCH, a co-partnership, as Principal and AMERICAN SURETY COMPANY OF NEW YORK, a corporation organized and existing under and by virtue of the laws of the State of New York, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIVE THOUSAND FIVE HUNDRED EIGHTY-ONE and no/100 Dollars (\$5,581.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally; firmly by these presents.

Signed by us and dated this 3rd day of February, 1948.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

1 - Seagrave Model 12 JQ-1000 gal. quadruple combination pumping engine,

in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

F.S. & H.W. HIRSCH, a co-partnership
 By W. W. HIRSCH, Partner
 Principal
 AMERICAN SURETY COMPANY OF NEW YORK, (SEAL)
 Surety
 By A. E. KRULL, Resident Vice President
 A. E. Krull

ATTEST:

I. TAYLOR
 I. Taylor, Resident Assistant Secretary

STATE OF CALIFORNIA,)
 COUNTY OF LOS ANGELES,) ss.:

On this 3rd day of February, A.D. 1948, before me, Grace Nicholson, a Notary Public in and for Los Angeles County, State of California, residing therein, duly commissioned and sworn, personally appeared A. E. Krull 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

principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

- 1 - latest model Elgin 30 Motor Sweeper,

in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST:
 C. A. KRIEN
 COUNTERSIGNED AT LOS ANGELES, CAL. (SEAL)
 By H. PERK, JR.

ELGIN SWEEPER COMPANY, ELGIN, ILL. (SEAL)
 By CHESTER G. PARSONS, Pres.
 Principal
 AMERICAN SURETY COMPANY OF NEW YORK,
 Surety
 B. H. DAVENPORT, Res. Vice Pres.
 B. H. Davenport

ATTEST:
 G. HOFFMAN, Res. Asst. Secy.
 G. Hoffman

STATE OF ILLINOIS,)
 COUNTY OF COOK,) SS.:

I, I. C. LESCH, a Notary Public of Cook County in the State of Illinois, do hereby certify that B. H. DAVENPORT Resident Vice-President and G. HOFFMAN 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 3rd day of February, A.D. 1948.

(SEAL)

I. C. LESCH
 Notary Public

I hereby approve the form of the within Bond, this 10th day of February, 1948.

J. F. DuPAUL, City Attorney
 B. KENNETH GOODMAN,
 Deputy City Attorney

I hereby approve the foregoing bond this 11th day of February, 1948.

F. A. RHODES, 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 3rd day of February, 1948, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and ELGIN SWEEPER COMPANY, ELGIN, ILL., party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said 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 - Latest model Elgin 30 motor sweeper, with non-clogging open bottom conveyor, lighting equipment, electric starter, heavy duty pneumatic truck tires and tubes, short turning diameter of 28 feet, hydraulic service brakes, hydraulic controls for brooms, conveyor and dirt box dump door, dirt box actual capacity 2-1/2 cubic yards with discharge of load directly at front, sweeper capable of transporting dirt load to unloading point with no additional truck pick-up expense, including one extra main broom core, cable and 150# fibre and one additional set of side broom segments (5) with wire required for filling; painted standard battleship gray, lettered in accordance with instructions of first party; all in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 380288.

Contractor agrees to test said machine before shipment and warrants said machine to be well built and in good working order and further agrees to replace, f.o.b. factory, Elgin, Illinois, parts of same which may prove defective in material or workmanship within 90 days from date of shipment, the City to return defective parts to factory, charges prepaid; the decision as to whether a part is defective under this warranty to be determined by contractor.

If the manufacturer makes general increases to the trade in the price of the product, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by contractor to the City, hereinafter mentioned, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances, and allowing cancellation to be effected by the City if it elects so to do--said cancellation to be made within ten (10) days of date of receipt of notice from contractor of established price. Contractor will advise the City 30 days prior to time of shipment as to the established price, either higher or lower, prevailing as of that date. Provided, however, that any increases to the City, allowed under above conditions, shall not exceed 15-1/2% of the price quoted to the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to The City of San Diego. It is mutually agreed that all notices of shipping time, price changes, and acceptance or rejection of any adjustment in the price must be made by registered mail.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

1 - Elgin 30 motor sweeper,	
f.o.b. Elgin, Ill.-----	\$ 9,125.00
Transportation-----	800.00
California State Sales Tax-----	228.13
	\$10,153.13

Contractor shall not be liable for delays in delivery or defaults where occasioned by any causes of any kind or extent beyond its control, including, but not limited to, action

I hereby approve the foregoing bond this 11th day of Feb., 1948.

F. A. RHODES, 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 29th day of January, 1948, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and ANDY WOODS, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City; Automotive equipment in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 380289, in the quantities and for the prices as follows:

<u>Item</u>			
1	1 - Screen panel canopy truck		\$ 1,824.35
2	1 - Carryall truck		1,824.35
3	5 - 2 - 2-1/2 ton GMC Model FC-353 chassis & Cabs	@\$2,065.00 ea	10,325.00
4	1 - 3-ton GMC Model FC-451 chassis & cab		2,712.00
5	3 - 3-ton GMC Model FC-453 chassis & cabs	@\$2,712.00 ea	8,136.00
6	3 - 1-1/2 ton GMC Model FC-303 flat racks w/heavy duty bodies	@\$2,050.00 ea	<u>6,150.00</u>
			\$ 30,971.70

Said prices do not include the California State Sales Tax which will be paid by the City.

Upon receipt of purchase order, contractor hereby agrees to make delivery of Items 1, 2 and 3 within 40 days, and Items 4, 5 and 6 within 20 days; provided, however, that contractor shall not be liable for delays or defaults where occasioned by any causes of any kind or extent beyond his control, including, but not limited to, action of any governmental authority; shortages of labor, raw materials, production facilities or transportation; labor difficulties; fires, floods and accidents.

If the manufacturer makes general increases to the trade in the price of the product, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by the contractor to the City, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances, and allowing cancellation to be effected by the City if it elects so to do. Provided, however, that any increases to the City, allowed under above conditions, shall not exceed 10% of the price quoted to the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to The City of San Diego.

Said City, in consideration of the furnishing and delivery of said equipment by said contractor according to the terms of this contract and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said Contractor, in warrants drawn upon the proper fund of said City, the following sum, to-wit: Thirty Thousand Nine Hundred Seventy-one and 70/100 Dollars (\$30,971.70), exclusive of the California State Sales Tax.

Payment for said equipment will be made in accordance with purchase order and delivery.

Said contractor hereby agrees that he will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said Council to that effect.

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. 88083 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 F. A. RHODES, City Manager.
ANDY WOODS, Contractor

ATTEST:

G. G. KASPAREK

I hereby approve the form and legality of the foregoing contract this 10th day of February, 1948.

J. F. DuPAUL, City Attorney
By B. KENNETH GOODMAN,
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Andy Woods for furnishing trucks, cabs, etc.; being Document No. 382879.

FRED W. SICK
City Clerk of The City of San Diego, California.

By J. Patten Deputy

A G R E E M E N T

THIS MEMORANDUM OF AGREEMENT, made and entered into this 11th day of February, 1948, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the City, and JOHN DAVIDSON, of said City, hereinafter called the second party, WITNESSETH:

WHEREAS, the City is in need of the services of an expert skilled in the art of collecting, maintaining and cataloging specimens, objects of ancient origin, exhibits indicating progress of civilization, and historical data in connection with the maintenance and operation of the Serra Museum in said City, and also in the training of officers and employees of said City engaged in operating and maintaining said Serra Museum; and

IN WITNESS WHEREOF, two (2) identical counterparts of this agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by the manufacturer hereinabove named, and by the City of San Diego by its City Manager, as authorized by Resolution No. 88080 of its Council, adopted on the 13th day of January, 1948.

ATTEST: If Corporation
Corporate
Seal

R. E. KROECK,
Assistant Secretary

I hereby approve the form and legality of the foregoing contract this 13 day of February, 1948.

THE CITY OF SAN DIEGO
By F. A. RHODES, City Manager
ENTERPRISE ENGINE & FOUNDRY COMPANY
Manufacturer
By C. S. HERBERT, Vice-President & Treasurer

J. F. DuPAUL, City Attorney
LOUIS M. KARP,
Deputy City Attorney

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that ENTERPRISE ENGINE & FOUNDRY COMPANY, a corporation, as Principal and AMERICAN SURETY COMPANY OF NEW YORK, a corporation organized and existing under and by virtue of the laws of the State of NEW YORK, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIFTY THOUSAND TWO HUNDRED TWO and no/100 Dollars (\$50,202.00), lawful money of the United States of America, to be paid to said City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 5th day of February, 1948.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said Principal has entered into the annexed contract with the City of San Diego to furnish and deliver gas engines, pumps and blowers for the Municipal Sewage Treatment Plant, in accordance with the plans and specifications, referred to in said contract, and for the contract price herein set forth.

NOW, THEREFORE, if the said Principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

(SEAL)

ATTEST:
R. E. KROECK,
Assistant Secretary

ENTERPRISE ENGINE & FOUNDRY COMPANY
By C. S. HERBERT, Vice-President & Treasurer
Principal
AMERICAN SURETY COMPANY OF NEW YORK (SEAL)
Surety

ATTEST:
M. L. BERTETTA
M. L. Bertetta, Res. Asst. Secty.
Bond #35-480-188 - Prem. \$251.01 term.

By L. T. PLATT, Res. Vice-President

STATE OF CALIFORNIA)
CITY AND COUNTY OF SAN FRANCISCO)

On this 5th day of February in the year one thousand nine hundred and forty-eight before me, Walter E. McGuire, a Notary Public in and for said City and County, State aforesaid, residing therein, duly commissioned and sworn, personally appeared L. T. PLATT and M. L. BERTETTA 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.

(SEAL) WALTER E. MCGUIRE
Notary Public in and for the City and County of San Francisco,
State of California.

My Commission Expires Jan. 3, 1951

I hereby approve the form of the within bond, this 13 day of February, 1948.

J. F. DuPAUL, City Attorney
By LOUIS M. KARP,
Deputy City Attorney

I hereby approve the foregoing bond this 13th day of Feb, 1948.
F. A. RHODES, City Manager

GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that ENTERPRISE ENGINE & FOUNDRY COMPANY, as Principal, and AMERICAN SURETY COMPANY OF NEW YORK, a corporation organized and existing under and by virtue of the laws of the State of NEW YORK, as Surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of ONE HUNDRED THOUSAND FOUR HUNDRED FOUR AND no/100 Dollars (\$100,404.00) (not less than 50% of the contract price), lawful money of the United States of America, for the payment of which, well and truly to be made, we, and each of us, do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal has entered into the annexed contract to furnish and deliver to the City of San Diego certain mechanical equipment, all as more particularly specified in said contract; and whereas, said Principal does hereby guarantee that the materials and workmanship used in the manufacture of the mechanical equipment specified in said contract shall conform in all respects to the requirements of the specifications attached to said contract, and shall be satisfactory to the City Engineer of said City of San Diego in all respects for the services for which said mechanical equipment is to be installed, for a period of one year after installation:

THE CONDITION OF THIS BOND IS SUCH, that if each and all of said mechanical equipment furnished by the Principal under the same contract does conform to the requirements of said specifications in all respects and is satisfactory to the City Engineer of said City of San Diego; or if the Principal, upon demand by the City of San Diego, shall promptly replace,

at his own expense, any and all of said mechanical equipment which, upon testing, shall develop any defects, or which shall be found not to conform in all respects to the requirements of said specifications, or which shall not operate to the satisfaction of the City Engineer, for said period of one year after installation, then this obligation shall become void; otherwise, to remain in full force and effect.

IN WITNESS WHEREOF, we have executed this agreement, this 5th day of February, 1948.

ATTEST: (SEAL) ENTERPRISE ENGINE & FOUNDRY COMPANY
 R. E. KROECK, Assistant Secretary By C. S. HERBERT, Vice-President & Treasurer
 AMERICAN SURETY COMPANY OF NEW YORK
 ATTEST: M. L. BERTETTA, Surety (SEAL)
 M. L. Bertetta - Res. Asst. Secy. By L. T. PLATT, Res. Vice-President
 L. T. Platt

STATE OF CALIFORNIA)
 CITY AND COUNTY OF SAN FRANCISCO)

On this 5th day of February in the year one thousand nine hundred and forty-eight before me, WALTER E. McGUIRE, a Notary Public in and for said City and County, State aforesaid, residing therein, duly commissioned and sworn, personally appeared L. T. PLATT and M. L. BERTETTA 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.

(SEAL) WALTER E. McGUIRE
 Notary Public in and for the City and County of San Francisco,
 State of California.
 My Commission Expires Jan. 3, 1951

I hereby approve the form of the foregoing bond, this 13 day of February, 1948.

J. F. DuPAUL, City Attorney
 By LOUIS M. KARP,
 Deputy City Attorney

I hereby approve the foregoing bond, this 13th day of Feb., 1948.

F. A. RHODES, City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Enterprise Engine & Foundry Company for furnishing gas engines, pumps and blowers; being Document No. 382998.

FRED W. SICK
 City Clerk of The City of San Diego, California.

By F. W. SICK Deputy

OPTION TO PURCHASE TAX-DEEDED LANDS

THIS AGREEMENT, made and entered into this 16th day of February, 1948, under and by virtue of the provisions of Division 1, Part 5, Chapter 8, Articles 1, 3 and 3 of the Revenue and Taxation Code of the State of California, as amended, by and between:

THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACTING BY AND THROUGH ITS BOARD OF SUPERVISORS,

Party of the First Part,

and

THE CITY OF SAN DIEGO, a Municipal Corporation in the County of San Diego, State of California,

Party of the Second Part,

W I T N E S S E T H:

WHEREAS, certain lands hereinafter described, situated in the County of San Diego, State of California, and also within the boundaries of The City of San Diego, have been tax-deeded to the State of California for delinquent County and City taxes and/or assessments; and

WHEREAS, said tax deeds include taxes levied by said City, the taxes of which are collected by officers of said County; and

WHEREAS, the Board of Supervisors of the County of San Diego and the City Council of The City of San Diego believe that it is for the best interests, both of the County of San Diego and The City of San Diego, that said property be sold into private ownership, to the end that said lands be restored to the assessment rolls of the parties hereto, or that said lands shall be devoted to public use by said City; and

WHEREAS, said lands are particularly described as follows:

PROPERTY DESCRIPTION

(As appears upon the County assessment roll, together with Certificate No. and date of sale to the State, and Deed No. and date of deed to the State)

Property Description	Sold to State	Cert. No.	Deeded to State	Deed No.
SELLOR'S ADDITION: Lot 18, Block 47	5/28/34	23972	7/11/39	525

Property Description (Con't)	Sold to State	Cert. No.	Deeded to State	Deed No.
BAYSIDE:				
Lot 8, Block 2	6/25/18	24918	8/ 9/23	956
Lots 9 to 11 inclusive, Block 2	6/25/18	24918	6/29/25	24918
Lots 23 and 24, Block 5	6/29/39	25403	7/ 1/44	11
Lots 33 to 35 inclusive, Block 5	6/29/15	15208	7/28/20	15208
Lot 39, Block 5	6/29/15	27048	7/28/20	27048
Lot 40, Block 5	6/29/15	15208	7/28/20	15208
Lots 10 and 11, Block 8	6/28/34	22156-1/2	7/1 /39	512

NOW, THEREFORE, pursuant to authority granted by Division 1, Part 6, Chapter 8, Articles 1, 2 and 3 of the Revenue and Taxation Code of the State of California, as amended, said Board of Supervisors hereby gives and grants unto said City of San Diego an option to purchase the above described lands upon the following terms and conditions, to-wit:

1. That said City shall have the right to exercise this option at any time within three years from the date hereof.
2. That this option is given to said City upon the express condition that, at the time said City exercises the same, it shall have a bona fide purchaser for said property, ready, willing and able to purchase the same, and said City shall, immediately following the exercise of this option, cause the said property to be resold and the title vested as of record in a third party, to the end that said land shall be reestablished on the assessment rolls of the County of San Diego, State of California, or that said property shall be devoted to public use by said City.
3. That this option is given in consideration of the payment by said City to the County of San Diego, by and through the Tax Collector of said County, of the following sums and at the times hereinafter set forth:

Property Description	Down Payment Feb. 15, 1948 (As of date of Execution of Agreement)	2nd Payment Feb. 15, 1949 (Anniversary Date of Agreement)	3rd Payment Feb. 15, 1950 (2nd Anniver- sary Date of Agreement)	Final Payment (Upon Exercise of Option)
SELLORS' ADDITION:				
Lot 18, Block 47	\$.50	\$.50	\$.50	\$ 8.00
BAYSIDE:				
Lot 8, Block 2	.50	.50	.50	8.00
Lots 9 to 11 inclusive, Block 2	.50 each	.50 each	.50 each	8.00 each
Lots 23 and 24, Block 5	.50 each	.50 each	.50 each	8.00 each
Lots 33 to 35 inclusive, Block 5	.50 each	.50 each	.50 each	8.00 each
Lot 39, Block 5	.50	.50	.50	8.00
Lot 40, Block 5	.50	.50	.50	8.00
Lots 10 and 11, Block 8	.50 each	.50 each	.50 each	8.00 each

PROVIDED, HOWEVER, that if said option is exercised prior to the due date of either the second or third payment above specified, such second or third payment, or both as the case may be, shall be cancelled, and shall not in that event be due or owing to said County; provided, further, that no installment payment made, other than the final payment above specified, shall be refunded in the event of redemption of the property, or for any other reason.

4. That said City shall have the right to exercise this option at any time during the term hereof as to any portion of said property which, as of the date of this agreement, has a separate valuation on the assessment roll of said County; provided, further, that said City shall have the right to exercise this option at any time during the term hereof as to any portion of a single lot, parcel or tract of said property, which lot, parcel or tract as of the date of this agreement has a separate valuation on the assessment roll of said County. Upon exercise of said option as to any portion of such separately valued lot, parcel or tract the final payment therefor shall be a sum which bears the same ratio to the final payment set forth in Paragraph 3 herein for the entire lot, parcel or tract from which said segregated portion is taken, as the assessed valuation of said segregated portion, placed thereon by the assessor at the time of segregation, bears to the assessed valuation of said entire lot, parcel or tract as of the date of this agreement. Any such segregation shall be made pursuant to Sections 4151 to 4155, inclusive, Revenue and Taxation Code, except that the sum of the valuations of the segregated portion and the remainder of the said lot, parcel or tract, may be greater but not less than the valuation as of the date of this agreement of the entire lot, parcel or tract.

5. That the price for which said County hereby agrees to sell its tax title to said property to said City shall be the aggregate amount of all payments made by said City pursuant to Paragraph 3 hereof.

6. That this is given to The City of San Diego under the terms and conditions of Division 1, Part 6, Chapter 8, Articles 1, 2 and 3 of the Revenue and Taxation Code of the State of California, as amended, and is intended to be and shall be construed as a statutory agreement designed to carry into effect said provisions of said Code and shall have no effect or force otherwise.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Diego, by resolution duly passed and adopted on the 16th day of February, 1948, has caused this agreement to be executed in quadruplicate, and The City of San Diego has caused this agreement to be executed in quadruplicate, by its City Manager, pursuant to Resolution No. 88224, adopted January 27, 1948, the day and year in this agreement first above written.

THE COUNTY OF SAN DIEGO, STATE
OF CALIFORNIA,
By DeGRAFF AUSTIN, Chairman, Board of
Supervisors

ATTEST:

T. H. SEXTON, County Clerk (SEAL)
and Ex-Officio Clerk of the
Board of Supervisors
By E. SCHWARTZBERG, Deputy

THE CITY OF SAN DIEGO
By F. A. RHODES, City Manager

The undersigned, Sam A. Claggett, Tax Collector of the County of San Diego, State of California, pursuant to Chapter 352, Statutes of 1943, and Chapter 409, Statutes of 1943 (Sec. 3794.2, Revenue and Taxation Code), having duly considered the above and foregoing agreement, and compared the same with the records of the County relating to the real property described therein, and being fully advised in the premises, hereby approves said agreement.

Dated FEB 4 1948.

SAM A. CLAGGETT,
Tax Collector of the County of
San Diego, State of California.

The undersigned, Thomas H. Kuchel, Controller of the State of California, having duly considered the above and foregoing agreement and being fully advised in the premises, hereby approves said agreement.

Dated February 24th, 1948.

THOMAS H. KUCHEL (SEAL)
Controller of the State of California.
By JAMES W. HUKY, Deputy Controller

JAMES DON KELLER, District Attorney
in and for the County of San Diego,
State of California.

By CARROLL H. SMITH, Deputy
J. F. DuPAUL, City Attorney
By THOMAS J. FANNING, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Option to Purchase Tax-Deeded lands in Sello's Addition and Bayside; being Document No. 383338.

FRED W. SICK
City Clerk of The City of San Diego, California.

By F. W. SICK Deputy

KNOW ALL MEN BY THESE PRESENTS, That UNION TITLE INSURANCE AND TRUST COMPANY, trustee of Estate of C. A. Gray, deceased, as Principal and LONDON & LANCASHIRE INDEMNITY COMPANY OF AMERICA a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of EIGHT HUNDRED TWO and no/100 Dollars (\$802.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 5th day of February, 1948.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

2 @ 1948 Dodge 1/2 ton panel trucks

in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST:

C. F. CARPENTER,
Asst. Secy.

(SEAL)

UNION TITLE INSURANCE AND TRUST COMPANY,
Trustee of Estate of C. A. GRAY, deceased.
By A. G. READER, Secy.
Principal
LONDON & LANCASHIRE INSURANCE COMPANY OF
Surety AMERICA (SEAL)
THEODORE M. FINTZELBERG,
Attorney-in-Fact

STATE OF CALIFORNIA COUNTY OF SAN DIEGO ss.

On this 5th day of FEBRUARY, 1948, personally appeared before me THEODORE M. FINTZELBERG the Attorney-in-Fact of the LONDON & LANCASHIRE INDEMNITY COMPANY OF AMERICA, with whom I am personally acquainted, who being by me duly sworn, stated, that he resides in the City of San Diego, in the State of California: that he is Attorney-in-Fact of the LONDON & LANCASHIRE INDEMNITY COMPANY OF AMERICA, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said Company; that he signed his name thereto as Attorney-in-Fact under like authority, and that said authority has not been revoked nor rescinded.

BESSIE L. WALLACE

NOTARY AFFIDAVIT. (SEAL)

Notary Public San Diego Co., California

My Commission Expires 2/14/51.

I hereby approve the form of the within Bond, this 19th day of February, 1948.

J. F. DuPAUL, City Attorney
By B. KENNETH GOODMAN,
Deputy City Attorney

I hereby approve the foregoing bond this 17th day of Feb., 1948.

F. A. RHODES, 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 5th day of February, 1948, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and UNION TITLE INSURANCE AND TRUST COMPANY, Trustee of the Estate of C. A. Gray, Deceased, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on

the part of said City, and the sums of money hereinafter designated to be paid to said 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 - 1948 Dodge 1/2 ton Panel model B-1-B-108, trucks in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 381233.

Contractor agrees to make delivery within ninety (90) days from receipt of purchase order; provided, however, that contractor shall not be liable for delays or defaults where occasioned by any causes of any kind or extent beyond its control, including, but not limited to, action of any governmental authority; shortages of labor, raw materials, production facilities or transportation; labor difficulties; fires, floods and accidents.

Said contractor hereby agrees to furnish and deliver said trucks above described at and for the price of \$1506.82 each, exclusive of the California State Sales Tax which will be paid by the City.

If the manufacturer makes general increases to the trade in the price of the product, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by the contractor to the City, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances. Provided, however, that any increases to the City, allowed under above conditions, shall not exceed 10% of the price quoted to the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to the City of San Diego.

Said City, in consideration of the furnishing and delivery of said automobiles by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said automobiles by said City, will pay said Contractor, in warrant drawn upon the proper fund of said City, the sum of \$3213.64, exclusive of the California State Sales Tax.

Payment for said automobile will be made in accordance with purchase order and delivery.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said Council to that effect.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 88148 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.

(SEAL)
ATTEST:
C. F. CARPENTER,
Asst. Secy.

THE CITY OF SAN DIEGO
By F. A. RHODES, City Manager
UNION TITLE INSURANCE AND TRUST COMPANY,
Trustee of the Estate of C. A. GRAY, Deceased,
By A. G. READER, Secy.
Contractor

I hereby approve the form and legality of the foregoing contract this 19th day of February, 1948.

J. F. DuPAUL, City Attorney
By B. KENNETH GOODMAN,
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Union Title Insurance and Trust Company, Trustee of Estate of C. A. Gray, deceased for furnishing 2 Dodge 1/2 ton panel trucks; being Document No. 383201.

FRED W. SICK
City Clerk of The City of San Diego, California.

By F. W. SICK Deputy

KNOW ALL MEN BY THESE PRESENTS, That CONCRETE TRANSPORT MIXER COMPANY, as Principal and THE TRAVELERS INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIVE HUNDRED THIRTY-ONE and no/100 Dollars (\$531.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 5th day of February, 1948.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

1 - Model 15-H transport truck mixer

in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST: (SEAL)
T. A. DONIHEE,
Via Asst. Secy.

CONCRETE TRANSPORT MIXER CO.
By PAUL W SCHREIDER, JR. Vice-Pres.
Principal

ATTEST:
BURLING M. STUMP, Agent

THE TRAVELERS INDEMNITY COMPANY (SEAL)
By T. C. MEEKS, Attorney-in-Fact
Surety

I hereby approve the form of the within Bond, this 15th day of February, 1948.

J. F. DuPAUL, City Attorney
By B. KENNETH GOODMAN,
Deputy City Attorney

I hereby approve the foregoing bond this 17th day of Feb., 1948.

F. A. RHODES, 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 5th day of February, 1948, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and CONCRETE TRANSPORT MIXER CO., a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

- 1 @ Model 15-H Transport Truck Mixer, capacity 1.75 cubic yards; agitator capacity 2.25 cubic yards; in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 380287.

Said contractor agrees to make immediate shipment upon receipt of purchase order for said transport truck mixer, subject to delays or defaults where occasioned by any causes of any kind or extent beyond its control, including, but not limited to, action of any governmental authority; shortages of labor, raw materials, production facilities or transportation; labor difficulties; fires, floods and accidents.

Said contractor hereby agrees to furnish and deliver the said equipment above described at and for the price of \$2122.57, inclusive of the amount of \$345.32 allowed for freight. Contractor agrees that should it obtain a lower freight rate that it will pass on to the City the advantage of said lower rate. Said price of \$2122.57 does not include the California State Sales Tax which will be paid by the City.

If the manufacturer makes general increases to the trade in the price of the product, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by Contractor to the City, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances, and allowing cancellation to be effected by the City if it elects so to do. Provided, however, that any increases to the City, allowed under above conditions, shall not exceed 10% of the price quoted to the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to The City of San Diego.

Said City, in consideration of the furnishing and delivery of said equipment by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said equipment by said City, will pay said Contractor, in warrant drawn upon the proper fund of said City, the sum of \$2122.57 exclusive of California State Sales Tax and subject to freight adjustment clause hereinabove contained.

Payment will be made in accordance with purchase order and delivery.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said Council to that effect.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 88079 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.

By F. A. RHODES, City Manager
CONCRETE TRANSPORT MIXER COMPANY
PAUL W. SCHREIDER, JR., Vice-Pres.
Contractor

(SEAL)

ATTEST:

T. A. DONIHÉE,
Asst. Sec.

I hereby approve the form and legality of the foregoing contract this 15th day of February, 1948.

J. F. DuPAUL, City Attorney
By B. KENNETH GOODMAN,
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Concrete Transport Mixer Company for furnishing 1 Model 15-H transport Truck mixer; being Document No. 383202.

FRED W. SICK
City Clerk of The City of San Diego, California.

By F. W. Sick Deputy

AMENDMENT TO CONTRACT

THIS AGREEMENT, Made and entered into this 20th day of Feb., 1948, by and between THE CITY OF SAN DIEGO a municipal corporation of the County of San Diego, State of California, hereinafter designated as the "City" and CHARLES M. DAVIS of National City, California, hereinafter designated as the second party, WITNESSETH:

That section 8 of the Agreement entered into between Charles M. Davis of National City, California, and The City of San Diego, dated June 1, 1945 and bearing Document No. 355035 is hereby amended to read as follows:

"Section 8. It is further agreed that the right and privilege herein granted to

the second party shall likewise cover and include any and all dumping grounds owned or controlled by the City, including all materials now accumulated thereon, except that the rights and privileges herein granted to the second party shall not apply to that portion of the dump in Murray Canyon leased from Victor Sosa by the City and described in that certain lease dated July 3, 1946 and bearing Document No. 363759."

That this amendment is mutually agreed upon between the City and the party of the second part and it is hereby understood and mutually agreed that all the remaining terms and conditions of the agreement entered into between the City and the party of the second part, dated June 1, 1945, are to remain the same.

IN WITNESS WHEREOF, the City Manager of The City of San Diego has hereunto subscribed his name as and for the act of the City, under and pursuant to Resolution No. 81159 of the Council of the said City authorizing such execution and the second party hereto has hereunto subscribed his name the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
By F. A. RHODES, City Manager
CHARLES M. DAVIS,
Second Party.

I HEREBY APPROVE the form of the foregoing Amendment to Contract, this 9th day of February, 1948.

J. F. DuPAUL, City Attorney,
By LOUIS M. KARP,
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Amendment to Contract with Charles M. Davis relative to dumping grounds; being Document No. 383259.

FRED W. SICK
City Clerk of The City of San Diego, California.

By J. F. DuPaul Deputy

CANCELLATION OF LEASE

THIS CANCELLATION, Made and entered into this 20th day of February, 1948, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the "City", and FLOYD D. MANKINS, hereinafter designated as the "Lessee", WITNESSETH:

That upon request of the said lessee the lease entered into between the City and said lessee on the 16th day of October, 1947, on the following described property, situated in the City of San Diego, County of San Diego, California, to-wit:

Lot 2 of Block 352, Old San Diego, according to Map thereof made by James Pascoe in the year 1870, a copy of which map is filed as Miscellaneous Map No. 40 in the office of the County Recorder of said County of San Diego,

is hereby cancelled.

The lessee agrees to hold the City free from any and all liability or damages resulting from said cancellation.

The said lessee agrees that immediately upon the signing of this cancellation the said lessee does and hereby peaceably leaves, surrenders and yields up unto said City the said premises in as good state and condition as the same are now in;

The lessee hereby surrenders all right, title and interest of any nature whatsoever that he now has or may have in the aforementioned lease, between the City and the lessee entered into on the 16th day of October, 1947.

IN WITNESS WHEREOF, the City Manager of The City of San Diego has hereunto subscribed his name as and for the act of the said City under and pursuant to resolution No. 88426 of the Council authorizing such execution and the lessee has hereunto subscribed his name, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
Lessor.
By F. A. RHODES, City Manager
FLOYD D. MANKINS,
Lessee.

I HEREBY APPROVE the form of the foregoing Cancellation of Lease, this 9 day of February, 1948.

J. F. DuPAUL, City Attorney
By LOUIS M. KARP,
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Cancellation of Lease with Floyd D. Mankins on Lot 2, Block 352, Old San Diego; being Document No. 383340.

FRED W. SICK
City Clerk of The City of San Diego, California.

By J. F. DuPaul Deputy

A G R E E M E N T

This agreement made and entered into this first day of July, 1947, by and between the City of San Diego, a municipal corporation of the County of San Diego, State of California, hereinafter designated as "City" and the State of California, Department of Motor Vehicles, acting through its duly appointed and qualified Director and hereinafter designated as the "State."

Whereas, the City owns and operates Radio Station K.G.Z.D., and a repeater station at Lyons Peak, San Diego County; and

Whereas, the City owns and operates a radio repair shop and facilities; and

Whereas, the State Desires to have the use, by the California Highway Patrol, through remote control, of Radio Station K.G.Z.D. and the use of the building and power facilities of the City repeater station at Lyons Peak; and

Whereas, the State desires the City to service and maintain all California Highway Patrol radio equipment, now installed in San Diego County;

Now therefore in consideration of the terms and conditions hereinafter set forth;

A. The City agrees as follows:

1. The City agrees and consents to the use by the California Highway Patrol, through remote control, of Radio Station K.G.Z.D. in San Diego,
2. The City agrees to the use, by the California Highway Patrol, of the building and power facilities of the City repeater station at Lyons Peak, subject to the continued permission of the United States Forest Service.
3. The City agrees to furnish such power as may be required for the operation of the California Highway Patrol repeater station now installed at Lyons Peak,
4. The City agrees to service, maintain and keep in repair all California Highway Patrol radio equipment now assigned to San Diego County and including all fixed and mobile equipment and the Lyons Peak repeater station.

B. The State agrees as follows:

1. To furnish all parts and materials required in the servicing, maintenance or repair of California Highway Patrol radio equipment.
2. To provide one metallic telephone circuit from the office of the California Highway Patrol, San Diego, to the fire alarm building, Balboa Park, San Diego.
3. To make all California Highway Patrol radio equipment reasonably available, at stated intervals, for any desired routine service work.

In compensation wherefor, the State agrees to pay to the City of San Diego, on or before the last day of each month, the sum of One Hundred Dollars (\$100.00).

This agreement shall become effective July 1, 1947 and shall remain in effect until June 30, 1948, unless either party cancels the same by giving of written notice to the other sixty (60) days in advance of the effective date of such cancellation.

Since the services provided to the State by the City, and covered in an existing radio agreement between the City and the State, are included in this agreement; such previously existing agreement is cancelled by the adoption by both parties of the terms of this agreement.

CITY OF SAN DIEGO

By: NEAL D. SMITH,
Asst. City Manager

STATE OF CALIFORNIA
DEPARTMENT OF MOTOR VEHICLES

By: EDGAR E. LAMPTON, Director
Approved: STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
CLIFFORD R. PETERSON
Commissioner

The undersigned hereby certifies for the State agency that there is an unencumbered balance in the appropriate budget allotment or allotments sufficient to satisfy the obligations of the State of California, as herein stated, for the 99th Fiscal Year, entered as encumbrances against such allotments.

FUNDS ENCUMBERED IN BLANKET

W. WILSON,
Financial Advisor

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with State Department of Motor Vehicles for use of Radio Station K.G.Z.D and repeater stations; being Document No. 383353.

FRED W. SICK
City Clerk of The City of San Diego, California.

By F. W. SICK Deputy

To the San Diego County Water Company, and
To the Board of Directors thereof; and

To the Vista Irrigation District, and
To the Board of Directors thereof:

YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that The City of San Diego, a municipal corporation of the County of San Diego, State of California, acting by and through its Manager, under authorization of resolution of the Council of said City adopted by said Council on the 24th day of February, 1948, as Resolution No. 88543, hereby serves upon you, pursuant to the provisions of certain contracts hereinafter described, the following notice, to-wit:

That pursuant to and in accordance with the provisions of that certain contract entered into on the 24th day of August, 1925, by and between the San Diego County Water Company and the San Dieguito Water Company, a copy of which agreement is on file in the office of the City Clerk of The City of San Diego as "Exhibit G," attached to Document No. 177947, you are hereby notified:

First: That because of the continuous withdrawal of 3,000,000 gallons of water per day from Lake Hodges by said City, the City will not be able at the expiration of four (4) months from March 1, 1948, to deliver the minimum amount of water to which said San Dieguito Irrigation District is entitled.

Second: That at the expiration of four (4) months from the date of service of this notice, The City of San Diego will require delivery of water from Lake Henshaw, in accordance with the covenants, terms and conditions contained in that contract herein last referred to and identified, in such amounts as will enable the City to furnish to the San Dieguito Irrigation District the amount of water which said district is entitled by contract to have furnished and delivered to it from the San Dieguito Water System now belonging to The City of San Diego.

Third: That at or prior to the expiration of said four months the City will serve upon you a further notice, in writing, which notice shall state the quantity of water required to be furnished and delivered to meet the obligations of said City to said San Dieguito Irrigation District, in accordance with the provisions of the said agreement hereinbefore referred to and identified.

You and each of you are further notified, that pursuant to and in accordance with the provisions of that certain contract entered into on the 1st day of November, 1925, by and between the San Diego County Water Company, as first party, the San Dieguito Water Company, as second party, and the Santa Fe Irrigation District, as third party, a copy of which agreement is on file in the office of the City Clerk of The City of San Diego as "Exhibit D," attached to Document No. 177947:

First: That a period of continued drought now exists and has existed for sometime, and

that by reason thereof the City will not be able to deliver to the Santa Fe Irrigation District from all water sources available to said City in said San Dieguito Water System the amount of water required by said contract to be delivered to said Santa Fe Irrigation District.

Second: That at the expiration of four (4) months from the date of service of this notice The City of San Diego will require delivery of water from Lake Henshaw, in accordance with the covenants, terms and conditions contained in that contract herein referred to and identified, in such amounts as will enable the City to furnish to the said Santa Fe Irrigation District the amount of water which said district is entitled by contract to have furnished and delivered to it from the San Dieguito Water System now belonging to said The City of San Diego.

Third: That at or prior to the expiration of said four months the City will serve upon you a further notice, in writing shall state the quantity of water required to be furnished and delivered in accordance with the provisions of the said agreement herein referred to, executed by the San Diego County Water Company, as first party, the San Dieguito Water Company, as second party, and the Santa Fe Irrigation District, as third party.

And you and each of you are further notified, that pursuant to and in accordance with the provisions of that certain contract entered into on the 1st day of November, 1925, by and between the San Diego County Water Company, as first party, the San Dieguito Water Company, as second party, and the Del Mar Water Light & Power Company, as third party, a copy of which agreement is on file in the office of the City Clerk of The City of San Diego as "Exhibit E," attached to Document No. 177947:

First: That a period of continued drought now exists and has existed for sometime, and that by reason thereof the City will not be able to deliver to the Del Mar Water Light & Power Company from all water sources available to said City in said San Dieguito Water System the amount of water required by said contract to be delivered to said Del Mar Water Light & Power Company.

Second: That at the expiration of four (4) months from the date of service of this notice, The City of San Diego will require delivery of water from Lake Henshaw, in accordance with the covenants, terms and conditions in that contract herein last referred to and identified, in such amounts as will enable the City to furnish to the Del Mar Water Light & Power Company the amount of water which said Del Mar Water Light & Power Company is entitled by contract to have furnished and delivered to it from the San Dieguito Water System, now belonging to said The City of San Diego.

Third: That at or prior to the expiration of said four months the City will serve upon you a further notice, in writing, which notice shall state the quantity of water required to be furnished and delivered in accordance with the provisions of the said agreements herein referred to, executed by the San Diego County Water Company, as first party, the San Dieguito Water Company, as second party, and the Del Mar Water Light & Power Company, as third party.

Dated, San Diego, California, February 25th, 1948.

F. A. RHODES

Manager of The City of San Diego.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice from City Manager to San Diego County Water Company and Vista Irrigation District relative to use of water from Lake Hodges and requirement of water from Lake Henshaw; being Document No. 383372.

FRED W. SICK

City Clerk of The City of San Diego, California.

By T. Ratten Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 16th day of February, 1948, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and Robert J. Lee, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 3429 (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 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 marking 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 landmarks; to cooperate 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 herein-after recited, the parties hereto agree together as follows:

That beginning February 16, 1948, 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 Two Hundred Eight and no/100 Dollars (\$208.00) per month, payable in two equal semimonthly 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 Eight and no/100 Dollars (\$208.00) 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 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 any 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 ending June 30, 1948.

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
F. A. RHODES, City Manager
ROBERT J. LEE,
Second Party

I hereby approve the form of the foregoing contract this 15th day of February, 1948.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK,
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract of Employment with Robert J. Lee for personal services; being document No. 383382.
FRED W. SICK
City Clerk of The City of San Diego, California.

By F. Watten Deputy

THIS MEMORANDUM OF AGREEMENT, made and entered into this 26th day of February, 1948, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the City, and the ASPHALT PAVEMENT PLANING COMPANY, hereinafter called the Company, WITNESSETH:

O.D.
J.G.

That for and in consideration of the sum of twelve dollars and fifty cents (\$12.50) per hour, the Company hereby agrees to furnish and deliver to said City, for use by said City in the improvement of streets in The City of San Diego, that certain personal property known and described as an Asphalt Pavement Planer, which is mounted on wheels and self-propelled, together with an operator thereof, and agrees that the City may use said equipment and said operator in the improvement of said streets each and every week day from the hours of 8:30 A.M. to 4:30 P.M., with thirty minutes lunch time at noon; and further agrees that during all of the time herein provided for said Company will furnish all operating fuel and will keep said equipment in full repair so that the same may be continuously used by said City for the period and life of this contract.

The term of this contract shall be the calendar year of 1948.

In consideration of the faithful performance of the foregoing agreement on the part of said Company the City herein and hereby agrees to pay to said Company the sum of twelve dollars and fifty cents (\$12.50) for each and every hour during the life of this contract that the City has possession and use of said machine and that the machine is in actual use by said City in the improvement of said City streets; said payments to be made by said City to said Company on the 10th day of each and every month during the term of this contract.

IN WITNESS WHEREOF, the City has caused this contract to be executed by the City Manager hereunto first duly authorized by resolution of the Council of said City, and the Company by its owner, thereunto first duly authorized by its Board of Directors, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By F. A. RHODES, City Manager
ASPHALT PAVEMENT PLANING COMPANY,
By OSCAR O. DAVIS

O.D.

I hereby approve the form and legality of the foregoing Contract this 26th day of February, 1948.

J. F. DuPAUL, City Attorney .
By SHELLEY J. HIGGINS,
Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Asphalt Pavement Planing Company for use of Asphalt Pavement Planer; being Document No. 383406.

FRED W. SICK
City Clerk of The City of San Diego, California.

By F. Watten Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into this 1st day of January, 1948, 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, hereinafter referred to as the City, first party, and STANDARD OIL COMPANY OF CALIFORNIA, a corporation, hereinafter designated as second party, WITNESSETH:

WHEREAS, the City on or about the 15th day of September, 1941, entered into a lease of certain tidelands with second party for a period of ten (10) years, beginning on the 1st day of October, 1941, and ending on the 30th day of September, 1951, which said lease is on file in the office of the City Clerk of said City bearing Document No. 333158, and is recorded in Book 12, page 363, Records of said City Clerk; and

WHEREAS, the parties are now of the opinion that it will be to the mutual interest of said parties to terminate and cancel said lease;

NOW, THEREFORE, it is hereby expressly understood and agreed that that certain lease entered into on the 15th day of September, 1941, between The City of San Diego, a municipal corporation in the County of San Diego, State of California, and the Standard Oil Company of California, a corporation, which said lease is on file in the office of the City Clerk of said City, bearing Document No. 333158, and is recorded in Book 12, page 363, Records of said City Clerk, be, and the same is hereby terminated and cancelled of even date herewith.

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 second party has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, and 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,
First Party .
By EMIL KLICKA

(SEAL)

A. BORTHWICK
H. M. SMITH
Members of the Harbor Commission
of The City of San Diego.
STANDARD OIL COMPANY OF CALIFORNIA,
Second Party.

By W. G. WATSON,
Attorney in fact

ATTEST:

W. L. GREEN
Assistant Secretary

I hereby approve the form of the foregoing Agreement this 25 day of February, 1948.

J. F. DuPAUL, City Attorney
By _____
Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement - Standard Oil Co. of Calif. - to cancel certain Lease Ft. 28th St.; being Document No. 383534.

FRED W. SICK
City Clerk of The City of San Diego, California.

By F. W. Sicken Deputy

Right of Way Contract No. 866

	ACCT.	DIST.	COUNTY	ROUTE	SECTION	ALLOT.
San Diego, California September 16, 1947	714	XI	SD	77	SD,A	11RX24

Station 7+57+ to station _____
Right Side of Highway

CITY OF SAN DIEGO
Grantor _____

RIGHT OF WAY CONTRACT-----STATE HIGHWAY

Document No. 2509 in the form of a Relinquishment of Access Rights, covering the following described property:

has been executed and delivered to J. C. Webb, Right of Way Agent of the State of California.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

2. The State shall:

A. Deliver to the City of San Diego, a municipal corporation, a Director's Deed conveying right of ingress to and egress from a portion of the West half of Lot 9 of New Riverside according to Map thereof No. 579, Records of San Diego County, in the County of San Diego, State of California in and to State Highway XI-SD-77-A, locally known as Cabrillo Freeway over and across the following line:

The Northerly 60 feet of the Southerly 404.23 feet of the Easterly line of said West half of Lot 9, said 60 foot access opening being over and across that portion of said Easterly line of the West half of Lot 9 lying 30 feet on each side of a point which bears S.72° 54' 45" E., 487.05 feet from Engineer's Station 7+57.57 "A" on the center line of the Department of Public Works' survey from "A" Street.*

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF SAN DIEGO,
a Municipal Corporation,
By F. A. RHODES, Manager
ATTEST: FRED W. SICK, City Clerk
By HELEN M. WILLIG, Deputy

Grantor _____

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
By E. E. WALLACE, District Engineer

Recommended for Approval,
By JOHN C. WEBB,
District Right of Way Agent

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Right of Way Contract - from State Division of Highways - Relinquishment of Access Rights; being Document No. 383546.

FRED W. SICK
City Clerk of The City of San Diego, California.

By F. W. Sicken Deputy

A G R E E M E N T

Regarding construction of _____
Regarding use of a parcel of land for single family residence

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.
CITY OF SAN DIEGO)

Frank Hugh Smith, after being first duly sworn, for himself, deposes and says:
That I am the owner of the hereinafter described real property:
Lot West 50 ft. of the East 379.10 ft. of North 135.76 ft. of the Block _____
Subdivision Northeast 1/4 of Lot 34, Ex-Mission Lands, located at Horton's Purchase, except the North 30 ft. for street. 4200 Block on Hilltop Drive.

THAT I desire to construct a single family residence on the above-described parcel, and have applied for a zone variance under Application No. 5302, dated October 7, 1947;

THAT I, in consideration of approval granted by the City of San Diego to construct a single family residence on the above-described parcel by Zoning Committee Resolution No. 2521, dated October 22, 1947, do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the above-described parcel of land will be included and made a part of Hilltop Villas Subdivision; that when requested so to do by the City of San Diego, I will dedicate for street purposes the northerly 30 ft. of all of that portion of my property shown on the tentative subdivision map of Hilltop Villas, and that said 30 ft. strip will be improved in its entirety according to specifications required for final map of said subdivision.

THAT this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

FRANK HUGH SMITH
Owner's Name
4285 Hilltop Dr.
Address

On this 28th day of October, A.D. Nineteen Hundred and 47, before me JAMES J. BRECKENRIDGE A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared FRANK HUGH SMITH known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in said County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) JAMES J. BRECKENRIDGE
Notary Public in and for the County of San Diego, State of California

RECORDED NOV 14 1947 35 Min. Past 2 P.M. in Book 2545 at Page 35 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

I certify that I have correctly transcribed this document in above mentioned book.

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Frank Hugh Smith relative to residence in 4200 Block on Hilltop Drive; being Document No. 379128.

FRED W. SICK
City Clerk of The City of San Diego, California.

By F. W. Sicken Deputy

A G R E E M E N T

Regarding construction of _____
Regarding use of _____

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.
CITY OF SAN DIEGO)

Walter R. Hooper and Alice E. Hooper, after being first duly sworn, each for himself deposes and says:

That we are the owners of the hereinafter described real property:
Lot Easterly 1/2 of Lot 5 and all of Lot 5, Block 227 Subdivision Roseville, located at 2454 Evergreen Street.

THAT _____ desire to _____

THAT we, in consideration of approval granted by the City of San Diego to permit construction of a portion of a residence on the westerly 1/2 of Lot 5, do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the Easterly 1/2 of Lot 5 and all of Lot 5, Block 227, Roseville, will be retained in one ownership at all times and will not be sold separately.

THAT this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

WALTER R. HOOPER
Owner's Name
2454 Evergreen
Address

ALICE E. HOOPER
Owner's Name

Address

On this 13th day of November A.D. Nineteen Hundred and forty seven, before me, August M. Wadstrom A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Walter R. Hooper and Alice E. Hooper 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) AUGUST M. WADSTROM
Notary Public in and for the County of San Diego, State of California

RECORDED NOV 14 1947 35 Min. Past 2 P.M. in Book 2545 at Page 37 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

I certify that I have correctly transcribed this document in above mentioned book

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Walter R. Hooper et ux relative to residence at 2454 Evergreen Street; being Document No. 379554.

FRED W. SICK
City Clerk of The City of San Diego, California.

By F. Tatten Deputy

A G R E E M E N T

Regarding construction of _____
Regarding use of _____

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.
CITY OF SAN DIEGO)

Charles E. Peterson and Ethel E. Peterson, after being first duly sworn, each for himself deposes and says:

That we are the owners of the hereinafter described real property:
Lots 19 and the South 1/2 of 20 and the North 1/2 of Block 1 Subdivision 20 and all of 21 El Cerrito Heights, located at Ashby Street.

THAT we desire to construct a single-family dwelling on each of these 1 1/2 lots;
THAT we, in consideration of approval granted by the City of San Diego to construct a portion of a residence on the divided lot, do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that Lot 19 and the South 1/2 of 20 will be retained in one ownership at all times and not sold separately, and that the North 1/2 of Lot 20 and all of Lot 21 will be retained in the same ownership at all times and not sold separately.

THAT this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

CHARLES E. PETERSON
Owner's Name
4637 El Cerrito Dr.
Address

ETHEL E. PETERSON
Owner's Name
4637 El Cerrito Dr.
Address

On this 17th day of November A.D. Nineteen Hundred and Forty-seven, before me, D. G. PARKER A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared CHARLES E. PETERSON and ETHEL E. PETERSON 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 State College County of San Diego, State of California, the day and year in this certificate first above written.

D. G. PARKER
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

My Commission Expires October 5, 1950

RECORDED NOV 20 1947 30 Min. Past 11. A.M. in Book 2451 at Page 435 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

I certify that I have correctly transcribed this document in above mentioned book.

A. T. HOAR
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Charles E. Peterson et ux re dwelling on Ashby Street in El Cerrito Heights; being Document No. 379725.

FRED W. SICK
City Clerk of The City of San Diego, California

By F. Tatten Deputy

A G R E E M E N T

Regarding construction of _____
Regarding use of _____

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.
CITY OF SAN DIEGO)

Blanche I. Collins, after being first duly sworn, herself deposes and says:
That I am the owner of the hereinafter described real property:
Lot Southeasterly 3 feet of Lot 4, all of Lots 5 and 6 Block 38 Subdivision Middletown Addition, located at 1828 Linwood Street.

THAT I desire to add one living unit to existing duplex.
THAT I, in consideration of approval granted by the City of San Diego to add one living unit to existing duplex, Southeasterly 3 feet of Lot 4, all of Lots 5 and 6, Block 38, Middletown Addition do hereby covenants and agree to and with said City of San Diego, a Municipal

Corporation, that the Southeasterly 3 feet of Lot 4, all of Lots 5 and 6, Middletown Addition, will be retained in one ownership at all times and will not be sold separately.

THAT this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

BLANCHE I. COLLINS
Owner's Name

Address

On this 14th day of November A.D. Nineteen Hundred and forty-seven, before me, Clark M. Foote Jr. A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Blanche I. Collins 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.

CLARK M. FOOTE JR.
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

My Commission Expires March 17, 1951
RECORDED NOV 20 1947 30 Min. Past 11 A.M. in Book 2451 at Page 434 of Official Records,
San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

I certify that I have correctly transcribed this document in above mentioned book.

A. T. HOAR

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Blanche I. Collins re living unit at 1828 Linwood Street; being Document No. 379726.

FRED W. SICK
City Clerk of The City of San Diego, California.

By F. W. SICK Deputy

A G R E E M E N T

Regarding construction of 14-unit apartment building
Regarding use of _____

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.
CITY OF SAN DIEGO)

Roy Riner and Rose C. Riner, after being first duly sworn, each for himself deposes and says:

That we are the owners of the hereinafter described real property:

Lots 9 to 18, inclusive Block 71 Subdivision Ocean Beach, located at approximately 5116 Narragansett Avenue.

THAT we desire to erect and operate a 14-unit apartment building, which building will not have access to a public street by means of a court at least 12 ft. in width on the same lots; said apartment building to be erected on Lots 14 to 18, inclusive.

THAT we, in consideration of approval granted by the City of San Diego to erect and operate said 14-unit apartment building, do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the owners of said lots will reserve as an easement for roadway purposes, to be used by the owners and tenants of said lots, a strip of land on Lots 13 and 14, not less than 12 ft. in width and running from Narragansett Avenue to a point 78 ft. northeasterly from said street; said easement to remain in effect until such time as the City Ordinances no longer require such 12 ft. width court.

THAT this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

ROY RINER
Owner's Name

Address

ROSE C. RINER
Owner's Name

Address

On this 21st day of November A.D. Nineteen Hundred and forty-seven, before me, Clark M. Foote Jr. A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Roy Riner and Rose C. Riner known to me to be the person described in and whose name _____ 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.

CLARK M. FOOTE JR.
Notary Public in and for the County of San Diego, State
of California.

(SEAL)

My Commission Expires March 17, 1951
RECORDED DEC 1 1947 10 Min. Past 2 P.M. in Book 2537 at Page 323 of Official Records,
San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY

I certify that I have correctly transcribed this document in above mentioned book.

V. L. BAUS

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Roy Riner et ux relative to apartment building at 5115 Narragansett Avenue; being Document No. 379898.

FRED W. SICK
City Clerk of The City of San Diego, California.

By F. Riner Deputy

End Book # 20

