Legal Advertisement

NOTICE OF SALE OF FRANCHISE TO LAY PIPES FOR TRANSPORTATION OF OIL, PETROLEUM, NATURAL GAS, WATER, AND OTHER SUBSTANCES

TO WHOM IT MAY CONCERN:

Notice is hereby given that an application has been made to the Board of Trustees of the City of Torrance, County of Los Angeles, State of California, by the JULIAN PETROLEUM CORPORATION, a corporation, for a certain franchise, granting the right to construct, and, for a period of forty (40) years from and after the granting of such franchise to maintain and operate a pipe line system to be composed of not more than two (2) separate lines of pipe, no one of which shall exceed fifteen (15) inches in internal diameter, for the purpose of the transportation of oil, petroleum, natural gas, water or other substances, across, along, under and over any and all public highways, streets, alleys within said City of Torrance, County of Los Angeles, State of California, not included within the following districts:

First: That portion of the City within the following boundary streets: Dominguez Street and prolongation East to east city limits; Western Avenue on the East; Plaza Del Amo on the South; and Madrid on the West.

Second: Northwest Torrance as the same is described in annexation election of February 9th, 1926.

and that it is proposed by the Board of Trustees to offer for sale and grant to the highest bidder said franchise upon the terms and conditions herein mentioned. The said franchise is described as follows, to-wit:

A franchise granting the right to lay, and for a period of forty (40) years from and after the date of the granting of such franchise, to maintain and operate a pipe line system to be composed of not more than two (2) separate lines of pipe, for the transportation and distribution of oil, petroleum, natural gas, water or other substances, in, along, under and across any and all public highways, streets and alleys within the said City of Torrance, County of Los Angeles, State of California, as hereinabove described.

That said franchise shall be granted and shall be held and enjoyed only upon the terms and conditions herein contained, and the said grantee within thirty (30) days after the passage of the ordinance granting said franchise, shall file with the Clerk of the Board of Trustees of said City, a written acceptance of the terms and conditions therein expressed.

The term "Grantee" whenever used herein shall be held to include the grantee or grantees, his, her, its or their successors and assigns.

That the grantee of said franchise shall in good faith commence the work of constructing said pipe line system within not more than four months (4) from the date of granting this franchise, and said work shall be prosecuted diligently thereafter and in good faith.

That the grantee shall have the right to construct and maintain such traps, manholes, appliances and attachments as may be necessary to properly maintain the pipes, pipe lines, or conduits laid or constructed under said franchise, and said traps, manholes, appliances and attachments shall at all times be kept flush with the surface of the highway, and so located as to conform to any order of the Board of Trustees in regard thereto, and not to interfere with the use of the highway for travel. The grantee shall have the right, subject to such regulations as are now or may hereafter be in force, to make all necessary excavations in said highways for the construction and repair of said pipe lines, conduits, traps, manholes, appliances and attachments.

That if the said pipes or conduits shall be laid along any macadam highway in the City of Torrance, County of Los Angeles, they shall be placed at the edge of the highway so as not to disturb the macadam surface, and in no event shall any pipe or conduit be laid across the macadam highway without a special permit from the Board of Trustees so to do, which permit shall specify the manner in which the pipe or conduit shall be laid across the highways; and may provide for the repair of the highways after the pipes or conduits have been laid by the officers of the City, at the expense of the grantee, and upon the presentation of a bill, therefor, the grantee shall pay the same at once; in the event of its failure so to do, said franchise shall thereupon be forfeited.

That all pipes, pipe lines, conduits, traps, manholes, attachments and appliances constructed, erected or maintained under the provisions of said franchise shall be constructed, erected and maintained in accordance to and to conform with all of the ordinances, rules and regulations now or hereafter adopted or prescribed by the Board of Trustees of the City of Torrance, County of Los Angeles, State of California; provided, that all pipes and pipe lines laid under said franchise shall be of first class material, and subject to the approval of said Board of Trustees; provided that no pipe laid hereunder shall exceed fifteen (15) inches in diameter.

That the work of laying or repairing all pipes, pipe lines, conduits, traps, manholes, attachments and appliances, shall be conducted with the least possible hindrance to the use of the highways for the purpose of travel, and as soon as the laying, constructing, erecting or repairing of any pipe, pipe line, conduit, trap, manhole, attachment or appliance is completed, all portions of the highway which have been excavated or otherwise injured thereby shall be placed in as good condition as the same was before the laying, constructing, erecting or repairing of any pipe, pipe line, conduit, traps, manhole, attachment or appliance, to the satisfaction of the Board of Trustees of said City of Torrance, County of Los Angeles, State of California.

That if the said grantee shall fail to comply with any instructions of said Board of Trustees with respect to the location of any of said pipes, pipe lines, conduits, traps, manholes, appliances or attachments, or the repair of any damage to highways within ten (10) days after the service of written notice upon said grantee, requiring compliance therewith, then said Board of Trustees may immediately do whatever work is necessary to carry out said instructions at the cost and expense of said grantee, which cost, by the acceptance of said franchise, said grantee agrees to pay upon demand.

The holder of the franchise is to pay one dollar ($1.00) per rod for all pipe lines laid hereunder.

Said franchise so proposed to be granted and sold is not and shall not be exclusive.

That said pipe line is to be laid and maintained one (1) foot below street and alley grades and follow a line in said street and alley to be designated by the Engineer of said City of Torrance.

Said grantee of said franchise shall hold said City of Torrance harmless from all damage resulting from the construction, use or operation of said pipe line system, and shall, at all times, conform to the instructions and directions concerning the maintenance of the same of the said Board of Trustees of said City of Torrance.

The grantee or grantees of said franchise and privilege, his, its, or their successors or assigns, must, during the life of said franchise, and privilege, pay to the City of Torrance, County of Los Angeles, in lawful money of the United States, two (2) per cent of the gross annual receipts of said grantee or grantees, his, its, or their successors or assigns, arising from the use, operation or possession of said franchise and privilege. No percentage shall be paid for the first three (3) years succeeding the date of said franchise and privilege; but thereafter such percentage shall be payable annually, and in the event said payment is not made, said franchise and privilege shall be forfeited, and it shall be the duty of the grantee or grantees of said franchise and privilege, his, its or their successors and assigns, to file with the Clerk of said Board of Trustees, at the expiration of four (4) years from the date of granting said franchise and privilege, and at the expiration of each and every year thereafter, a statement verified by the oath of said grantee or grantees, his, its, or their successors or assigns, or by the oath of the manager or presiding officer thereof, showing the total gross annual receipts of the owner of said franchise and privilege arising from the use, operation and possession by said owner of said franchise during the preceding twelve months and within fifteen days after the time of filing the aforesaid statement, it shall be the duty of the owner of said franchise to pay to the City Treasurer of said City of Torrance, County of Los Angeles, the aggregate sum of said percentage upon the amount of said gross annual receipts arising from the use, operation or possession of said franchise, as aforesaid, determined and computed in the manner hereinbefore provided, and if the amount paid in is incorrect, in the judgment of the Board of Trustees, they may order the payment of such additional sums as they may find due hereunder, and if not paid, the same may be collected by suit.

Any neglect, failure, or refusal to comply with any of the conditions of said franchise shall thereupon immediately, ipso facto effect a forfeiture hereof and the said City, by its Board of Trustees, may thereupon declare said franchise forfeited, and may exclude this grantee from further use of the highways of said City under said franchise, and said grantee shall thereupon and immediately surrender all rights in and to the same, and this franchise shall be deemed and shall remain null, void and of no effect.

Tuesday, the 15th day of February, 1927, up to eight o'clock P. M. of that day, has been fixed as the hour and day up to which tenders will be received for said franchise, at the room of said Board of Trustees, in the City Hall, in the City of Torrance, County of Los Angeles, State of California, at which time and place said franchise will be struck off, sold and awarded to the person, firm or corporation who shall make the highest cash bid therefor, provided only that at said time of the opening of said bids, any responsible person, firm or corporation present or represented may bid for said franchise a sum not less than ten (10) per cent above the highest sealed bid therefor, and said bid so made may be raised not less than ten (10) per cent by any other responsible bidder, and said bidding may so continue until finally said franchise shall be struck off, sold and awarded by said Board of Trustees to the highest bidder therefor, in gold coin of the United States. Each sealed bid shall be accompanied with cash or a certified check payable to the City Treasurer of the City of Torrance, for the full amount of said bid, and no sealed bid shall be considered unless said cash or check is enclosed therewith, and the successful bidder shall deposit at least ten (10) per cent of the amount of his bid with the City Clerk of said City of Torrance before the franchise shall be struck off to him, and if he shall fail to make such deposit immediately, then and in that event his bid shall not be received and shall be considered as void, and the said franchise shall then and there be again offered for sale to the bidder who shall make the highest cash bid therefor, subject to the same conditions as to deposit as above mentioned. Said procedure shall be had until said franchise is struck off, sold, and awarded to a bidder who shall make the necessary deposit of at least ten (10) per cent of the amount of his bid therefor, as herein provided. Said successful bidder shall deposit with the City Clerk within twenty-four (24) hours after the acceptance of his bid, the remaining ninety (90) per cent of the amount thereof, and in case he, they or it shall fail to do so, then the said deposit theretofore made shall be forfeited, and the said award of said franchise shall be void, and the said franchise shall then and there, by the Board of Trustees, be again offered for sale to the highest bidder therefor, in the same manner and under the same restrictions as hereinbefore provided, and in case said bidder shall fail to deposit with the City Clerk of said City of Torrance the remaining ninety (90) per cent of his bid within twenty-four (24) hours after its acceptance, the award to him of said franchise shall be set aside, and the deposit theretofore made by him shall be forfeited and no further proceedings for a sale of said franchise shall be had unless the same be re-advertised and again offered for sale, in the manner provided by law.

The successful bidder for said franchise shall file a bond running to the said City of Torrance, with at least two good and sufficient sureties, to be approved by said Board of Trustees, in the penal sum of One Thousand Dollars ($1000.00), conditioned that such bidder shall well and truly observe, fulfill and perform each and every term and condition of said franchise, and that in case of any breach of condition of said bond, the whole amount of the penal sum therein named shall be taken and deemed to be liquidated damages, and shall be recoverable from the principal and sureties upon said bond. Said bond shall be filed with the said Board of Trustees within five (5) days after such franchise is awarded, and upon the filing and approval of said bond, said franchise shall by said Board of Trustees be granted by ordinance to the person, firm or corporation to whom it has been struck off, sold, or awarded, and in case said bond shall not be so filed, the award of said franchise shall be set aside, and any money paid therefor shall be forfeited and said franchise shall, in the discretion of said Board of Trustees, be re-advertised and again offered for sale.

By order of the Board of Trustees of the City of Torrance, dated this 23rd day of December, 1926.

Attest:
A. H. BARTLETT,
Clerk of Board of Trustees of the City of Torrance.

NOTICE OF SALE OF FRANCHISE TO LAY PIPES FOR TRANSPORTATION OF OIL, PETROLEUM, NATURAL GAS, WATER, AND OTHER SUBSTANCES

TO WHOM IT MAY CONCERN:

Notice is hereby given that an application has been made to the Board of Trustees of the City of Torrance, County of Los Angeles, State of California, by the SEA-BOARD PETROLEUM CORPORATION, a corporation, for a certain franchise, granting the right to construct, and, for a period of forty (40) years from and after the granting of such franchise to maintain and operate a pipe line system to be composed of not more than two (2) separate lines of pipe, no one of which shall exceed fifteen (15) inches in internal diameter, for the purpose of transportation of oil, petroleum, natural gas, water or other substances, across, along, under, and over any and all public highways, streets and alleys within said City of Torrance, County of Los Angeles, State of California, not included within the following districts:

First: That portion of the City within the following boundary streets: Dominguez Street and prolongation East to east city limits; Western Avenue on the East; Plaza Del Amo on the South; and Madrid on the West.

Second: Northwest Torrance as the same is described in annexation election of February 9th, 1926.

and that it is proposed by the Board of Trustees to offer for sale and grant to the highest bidder said franchise upon the terms and conditions herein mentioned. The said franchise is described as follows, to-wit:

A franchise granting the right to lay, and for a period of forty (40) years from and after the date of the granting of such franchise, to maintain and operate a pipe line system to be composed of not more than two (2) separate lines of pipe, for the transportation and distribution of oil, petroleum, natural gas, water or other substances, in, along, under, and over any and all public highways, streets and alleys within the said City of Torrance, County of Los Angeles, State of California.

That said franchise shall be granted and shall be held and enjoyed only upon the terms and conditions herein contained, and the said grantee within thirty (30) days after the passage of the ordinance granting said franchise, shall file with the Clerk of the Board of Trustees of said City, a written acceptance of the terms and conditions therein expressed.

The term "Grantee" whenever used herein shall be held to include the grantee or grantees, his, her, its or their successors and assigns.

That the grantee of said franchise shall in good faith commence the work of constructing said pipe line system within not more than four months (4) from the date of granting this franchise, and said work shall be prosecuted diligently thereafter and in good faith.

That the grantee shall have the right to construct and maintain such traps, manholes, appliances and attachments as may be necessary to properly maintain the pipes, pipe lines, or conduits laid or constructed under said franchise, and said traps, manholes, appliances and attachments shall at all times be kept flush with the surface of the highway, and so located as to conform to any order of the Board of Trustees in regard thereto, and not to interfere with the use of the highway for travel. The grantee shall have the right, subject to such regulations as are now or may hereafter be in force, to make all necessary excavations in said highways for the construction and repair of said pipe lines, conduits, traps, manholes, appliances and attachments.

That if the said pipes or conduits shall be laid along any macadam highway in the City of Torrance, County of Los Angeles, they shall be placed at the edge of the highway so as not to disturb the macadam surface, and in no event shall any pipe or conduit be laid across the macadam highway without a special permit from the Board of Trustees so to do, which permit shall specify the manner in which the pipe or conduit shall be laid across the highways; and may provide for the repair of the highways after the pipes or conduits have been laid by the officers of the City, at the expense of the grantee, and upon the presentation of a bill, therefor, the grantee shall pay the same at once; in the event of its failure so to do, said franchise shall thereupon be forfeited.

That all pipes, pipe lines, conduits, traps, manholes, attachments and appliances constructed, erected or maintained under the provisions of said franchise shall be constructed, erected and maintained in accordance to and to conform with all of the ordinances, rules and regulations now or hereafter adopted or prescribed by the Board of Trustees of the City of Torrance, County of Los Angeles, State of California; provided, that all pipes and pipe lines laid under said franchise shall be of first class material, and subject to the approval of said Board of Trustees; provided that no pipe laid hereunder shall exceed fifteen (15) inches in diameter.

That the work of laying or repairing all pipes, pipe lines, conduits, traps, manholes, attachments and appliances, shall be conducted with the least possible hindrance to the use of the highways for the purpose of travel, and as soon as the laying, constructing, erecting or repairing of any pipe, pipe line, conduit, trap, manhole, attachment or appliance is completed, all portions of the highway which have been excavated or otherwise injured thereby shall be placed in as good condition as the same was before the laying, constructing, erecting or repairing of any pipe, pipe line, conduit, traps, manhole, attachment or appliance, to the satisfaction of the Board of Trustees of said City of Torrance, County of Los Angeles, State of California, as hereinabove described.

That said franchise shall be granted and shall be held and enjoyed only upon the terms and conditions herein contained, and the said grantee within thirty (30) days after the passage of the ordinance granting said franchise, shall file with the Clerk of the Board of Trustees of said City, a written acceptance of the terms and conditions therein expressed.

The term "Grantee" whenever used herein shall be held to include the grantee or grantees, his, her, its or their successors and assigns.

That the grantee of said franchise shall in good faith commence the work of constructing said pipe line system within not more than four months (4) from the date of granting this franchise, and said work shall be prosecuted diligently thereafter and in good faith.

That the grantee shall have the right to construct and maintain such traps, manholes, appliances and attachments as may be necessary to properly maintain the pipes, pipe lines, or conduits laid or constructed under said franchise, and said traps, manholes, appliances and attachments shall at all times be kept flush with the surface of the highway, and so located as to conform to any order of the Board of Trustees in regard thereto, and not to interfere with the use of the highway for travel. The grantee shall have the right, subject to such regulations as are now or may hereafter be in force, to make all necessary excavations in said highways for the construction and repair of said pipe lines, conduits, traps, manholes, appliances and attachments.

That if the said pipes or conduits shall be laid along any macadam highway in the City of Torrance, County of Los Angeles, they shall be placed at the edge of the highway so as not to disturb the macadam surface, and in no event shall any pipe or conduit be laid across the macadam highway without a special permit from the Board of Trustees so to do, which permit shall specify the manner in which the pipe or conduit shall be laid across the highways; and may provide for the repair of the highways after the pipes or conduits have been laid by the officers of the City, at the expense of the grantee, and upon the presentation of a bill, therefor, the grantee shall pay the same at once; in the event of its failure so to do, said franchise shall thereupon be forfeited.

That all pipes, pipe lines, conduits, traps, manholes, attachments and appliances constructed, erected or maintained under the provisions of said franchise shall be constructed, erected and maintained in accordance to and to conform with all of the ordinances, rules and regulations now or hereafter adopted or prescribed by the Board of Trustees of the City of Torrance, County of Los Angeles, State of California; provided, that all pipes and pipe lines laid under said franchise shall be of first class material, and subject to the approval of said Board of Trustees; provided that no pipe laid hereunder shall exceed fifteen (15) inches in diameter.

That the work of laying or repairing all pipes, pipe lines, conduits, traps, manholes, attachments and appliances, shall be conducted with the least possible hindrance to the use of the highways for the purpose of travel, and as soon as the laying, constructing, erecting or repairing of any pipe, pipe line, conduit, trap, manhole, attachment or appliance is completed, all portions of the highway which have been excavated or otherwise injured thereby shall be placed in as good condition as the same was before the laying, constructing, erecting or repairing of any pipe, pipe line, conduit, traps, manhole, attachment or appliance, to the satisfaction of the Board of Trustees of said City of Torrance, County of Los Angeles, and that any damage or injury suffered by any person by reason of any excavation, or obstruction being improperly guarded during the said work, shall be borne by the grantee of said franchise.

That the City of Torrance, County of Los Angeles, reserves the right to change the grade of any highway over which said franchise is granted, and the grantee shall within thirty (30) days change the location of all pipes, conduits, traps, manholes, appliances and attachments laid, constructed or erected hereunder, so as to conform to such change of grade.

That if any portion of any highway shall be damaged by reason of breaks or leaks in any pipe or conduits laid or constructed under said franchise, the grantee shall at its own expense, repair any such damage and put such highway in as good condition as it was in before such break or leak, to the satisfaction of the Board of Trustees of the City of Torrance, county of Los Angeles, State of California.

That if the said grantee shall fail to comply with any instructions of said Board of Trustees with respect to the location of any of said pipes, pipe lines, conduits, traps, manholes, appliances or attachments, or the repair of any damage to highways within ten (10) days after the service of written notice upon said grantee, requiring compliance therewith, then said Board of Trustees may immediately do whatever work is necessary to carry out said instructions at the cost and expense of said grantee, which cost, by the acceptance of said franchise, said grantee agrees to pay upon demand.

The holder of the franchise is to pay one dollar ($1.00) per rod for all pipe lines laid hereunder.

Said franchise so proposed to be granted and sold is not and shall not be exclusive.

That said pipe line is to be laid and maintained one (1) foot below street and alley grades and follow a line in said street and alley to be designated by the Engineer of said City of Torrance.

Said grantee of said franchise shall hold said City of Torrance harmless from all damage resulting from the construction, use or operation of said pipe line system, and shall, at all times, conform to the instructions and directions concerning the maintenance of the same of the said Board of Trustees of said City of Torrance.

The grantee or grantees of said franchise and privilege, his, its, or their successors or assigns, must, during the life of said franchise, and privilege, pay to the City of Torrance, County of Los Angeles, in lawful money of the United States, two (2) per cent of the gross annual receipts of said grantee or grantees, his, its, or their successors or assigns, arising from the use, operation or possession of said franchise and privilege. No percentage shall be paid for the first three (3) years succeeding the date of said franchise and privilege; but thereafter such percentage shall be payable annually, and in the event said payment is not made, said franchise and privilege shall be forfeited, and it shall be the duty of the grantee or grantees of said franchise and privilege, his, its or their successors and assigns, to file with the Clerk of said Board of Trustees, at the expiration of four (4) years from the date of granting said franchise and privilege, and at the expiration of each and every year thereafter, a statement verified by the oath of said grantee or grantees, his, its, or their successors or assigns, or by the oath of the manager or presiding officer thereof, showing the total gross annual receipts of the owner of said franchise and privilege arising from the use, operation and possession by said owner of said franchise during the preceding twelve months and within fifteen days after the time of filing the aforesaid statement, it shall be the duty of the owner of said franchise to pay to the City Treasurer of said City of Torrance, County of Los Angeles, the aggregate sum of said percentage upon the amount of said gross annual receipts arising from the use, operation or possession of said franchise, as aforesaid, determined and computed in the manner hereinbefore provided, and if the amount paid in is incorrect, in the judgment of the Board of Trustees, they may order the payment of such additional sums as they may find due hereunder, and if not paid, the same may be collected by suit.

Any neglect, failure, or refusal to comply with any of the conditions of said franchise shall thereupon immediately, ipso facto effect a forfeiture hereof and the said City, by its Board of Trustees, may thereupon declare said franchise forfeited, and may exclude this grantee from further use of the highways of said City under said franchise, and said grantee shall thereupon and immediately surrender all rights in and to the same, and this franchise shall be deemed and shall remain null, void and of no effect.

Tuesday, the 15th day of February, 1927, up to eight o'clock P. M. of that day, has been fixed as the hour and day up to which tenders will be received for said franchise, at the room of said Board of Trustees, in the City Hall, in the City of Torrance, County of Los Angeles, State of California; at which time and place said franchise shall be struck off, sold and awarded to the person, firm or corporation who shall make the highest cash bid therefor, provided only that at said time of the opening of said bids any responsible person, firm or corporation present or represented may bid for said franchise a sum not less than ten (10) per cent above the highest sealed bid therefor, and said bid so made may be raised not less than ten (10) per cent by any other responsible bidder, and said bidding may so continue until finally said franchise shall be struck off, sold and awarded by said Board of Trustees to the highest bidder therefor, in gold coin of the United States. Each sealed bid shall be accompanied with cash or a certified check payable to the City Treasurer of the City of Torrance, for the full amount of said bid, and no sealed bid shall be considered unless said cash or check is enclosed therewith, and the successful bidder shall deposit at least ten (10) per cent of the amount of his bid with the City Clerk of said City of Torrance before the franchise shall be struck off to him, and if he shall fail to make such deposit immediately, then and in that event his bid shall not be received and shall be considered as void, and the said franchise shall then and there be again offered for sale to the bidder who shall make the highest cash bid therefor, subject to the same conditions as to deposit as above mentioned. Said procedure shall be had until said franchise is struck off, sold, and awarded to a bidder who shall make the necessary deposit of at least ten (10) per cent of the amount of his bid therefor, as herein provided. Said successful bidder shall deposit with the City Clerk within twenty-four (24) hours after the acceptance of his bid, the remaining ninety (90) per cent of the amount thereof, and in case he, they or it shall fail to do so, then the said deposit theretofore made shall be forfeited, and the said award of said franchise shall be void, and the said franchise shall then and there, by the Board of Trustees, be again offered for sale to the highest bidder therefor, in the same manner and under the same restrictions as hereinbefore provided, and in case said bidder shall fail to deposit with the City Clerk of said City of Torrance the remaining ninety (90) per cent of his bid within twenty-four (24) hours after its acceptance, the award to him of said franchise shall be set aside, and the deposit theretofore made by him shall be forfeited and no further proceedings for a sale of said franchise shall be had unless the same be re-advertised and again offered for sale, in the manner provided by law.

The successful bidder for said franchise shall file a bond running to the said City of Torrance, with at least two good and sufficient sureties, to be approved by said Board of Trustees, in the penal sum of One Thousand Dollars ($1000.00), conditioned that such bidder shall well and truly observe, fulfill and perform each and every term and condition of said franchise, and that in case of any breach of condition of said bond, the whole amount of the penal sum therein named shall be taken and deemed to be liquidated damages, and shall be recoverable from the principal and sureties upon said bond. Said bond shall be filed with the said Board of Trustees within five (5) days after such franchise is awarded, and upon the filing and approval of said bond, said franchise shall by said Board of Trustees be granted by ordinance to the person, firm or corporation to whom it has been struck off, sold, or awarded, and in case said bond shall not be so filed, the award of said franchise shall be set aside, and any money paid therefor shall be forfeited and said franchise shall, in the discretion of said Board of Trustees, be re-advertised and again offered for sale.

By order of the Board of Trustees of the City of Torrance, dated this 23rd day of December, 1926.

Attest:
A. H. BARTLETT,
Clerk of Board of Trustees of the City of Torrance.

Said grantee of said franchise shall hold said City of Torrance harmless from all damage resulting from the construction, use or operation of said pipe line system, and shall, at all times, conform to the instructions and directions concerning the maintenance of the same of the said Board of Trustees of said City of Torrance.

The grantee or grantees of said franchise and privilege, his, its, or their successors or assigns, must, during the life of said franchise, and privilege, pay to the City of Torrance, County of Los Angeles, in lawful money of the United States, two (2) per cent of the gross annual receipts of said grantee or grantees, his, its or their successors or assigns, arising from the use, operation or possession of said franchise and privilege. No percentage shall be paid for the first three (3) years succeeding the date of said franchise and privilege; but thereafter such percentage shall be payable annually, and in the event said payment is not made, said franchise and privilege shall be forfeited, and it shall be the duty of the grantee or grantees of said franchise and privilege, his, its or their successors and assigns, to file with the Clerk of said Board of Trustees, at the expiration of four (4) years from the date of granting said franchise and privilege, and at the expiration of each and every year thereafter, a statement verified by the oath of said grantee or grantees, his, its, or their successors or assigns, or by the oath of the manager or presiding officer thereof, showing the total gross annual receipts of the owner of said franchise and privilege arising from the use, operation and possession by said owner of said franchise, during the preceding twelve months and within fifteen days after the time of filing the aforesaid statement, it shall be the duty of the owner of said franchise to pay to the City Treasurer of said City of Torrance, County of Los Angeles, the aggregate sum of said percentage upon the amount of said gross annual receipts arising from the use, operation or possession of said franchise, as aforesaid, determined and computed in the manner hereinbefore provided, and if the amount paid in is incorrect, in the judgment of the Board of Trustees, they may order the payment of such additional sums as they may find due hereunder, and if not paid, the same may be collected by suit.

Any neglect, failure, or refusal to comply with any of the conditions of said franchise shall thereupon immediately, ipso facto effect a forfeiture hereof and the said City, by its Board of Trustees, may thereupon declare said franchise forfeited, and may exclude this grantee from further use of the highways of said City under said franchise, and said grantee shall thereupon and immediately surrender all rights in and to the same, and this franchise shall be deemed and shall remain null, void and of no effect.

Tuesday, the 15th day of February, 1927, up to eight o'clock P. M. of that day, has been fixed as the hour and day up to which tenders will be received for said franchise, at the room of said Board of Trustees, in the City Hall, in the City of Torrance, County of Los Angeles, State of California; at which time and place said franchise shall be struck off, sold and awarded to the person, firm or corporation who shall make the highest cash bid therefor, provided only that at said time of the opening of said bids any responsible person, firm or corporation present or represented may bid for said franchise a sum not less than ten (10) per cent above the highest sealed bid therefor, and said bid so made may be raised not less than ten (10) per cent by any other responsible bidder, and said bidding may so continue until finally said franchise shall be struck off, sold and awarded by said Board of Trustees to the highest bidder therefor, in gold coin of the United States. Each sealed bid shall be accompanied with cash or a certified check payable to the City Treasurer of the City of Torrance, for the full amount of said bid, and no sealed bid shall be considered unless said cash or check is enclosed therewith, and the successful bidder shall deposit at least ten (10) per cent of the amount of his bid with the City Clerk of said City of Torrance before the franchise shall be struck off to him, and if he shall fail to make such deposit immediately, then and in that event, his bid shall not be received and shall be considered as void, and the said franchise shall then and there again be offered for sale to the bidder who shall make the highest cash bid therefor, subject to the same conditions as to deposit as above mentioned. Said procedure shall be had until said franchise is struck off, sold, and awarded to a bidder who shall make the necessary deposit of at least ten (10) per cent of the amount of his bid therefor, as herein provided. Said successful bidder shall deposit with the City Clerk within twenty-four (24) hours after the acceptance of his bid, the remaining ninety (90) per cent of the amount thereof, and in case he, they or it shall fail to do so, then the said deposit theretofore made shall be forfeited, and the said award of said franchise shall be void, and the said franchise shall then and there, by the Board of Trustees, be again offered for sale to the highest bidder therefor, in the same manner and under the same restrictions as hereinbefore provided, and in case said bidder shall fail to deposit with the City Clerk of said City of Torrance the remaining ninety (90) per cent of his bid within twenty-four (24) hours after its acceptance, the award to him of said franchise shall be set aside, and the deposit theretofore made by him shall be forfeited and no further proceedings for a sale of said franchise shall be had unless the same shall be re-advertised and again offered for sale, in the manner provided by law.

The successful bidder for said franchise shall file a bond running to the said City of Torrance, with at least two good and sufficient sureties, to be approved by said Board of Trustees, in the penal sum of One Thousand Dollars ($1000.00), conditioned that such bidder shall well and truly observe, fulfill and perform each and every term and condition of said franchise, and that in case of any breach of condition of said bond, the whole amount of the penal sum therein named shall be taken and deemed to be liquidated damages, and shall be recoverable from the principal and sureties upon said bond. Said bond shall be filed with the said Board of Trustees within five (5) days after such franchise is awarded, and upon the filing and approval of said bond, said franchise shall by said Board of Trustees be granted by ordinance to the person, firm or corporation to whom it has been struck off, sold, or awarded, and in case said bond shall not be so filed, the award of said franchise shall be set aside, and any money paid therefor shall be forfeited and said franchise shall, in the discretion of said Board of Trustees, be re-advertised and again offered for sale.

By order of the Board of Trustees of the City of Torrance, dated this 23rd day of December, 1926.

Attest:
A. H. BARTLETT,
Clerk of Board of Trustees of the City of Torrance.

NOTICE OF TRUSTEE'S SALE

WHEREAS, by deed of trust dated June 9th, 1925, recorded July 21st, 1925, in Book 5072, Page 347 of Official Records in the office of the County Recorder of Los Angeles County, California, to which record reference is hereby made, JOHN H. BARNES and STELLA M. BARNES, husband and wife, did grant and convey the property therein and hereinafter described to the Western Trust and Savings Bank (formerly Western Savings Bank), a corporation, of Long Beach, California, as trustee, to secure, among other things, the payment of one certain promissory note in favor of HOMER G. DAY, a married man, and all moneys advanced and interest thereon; and

WHEREAS, said HOMER G. DAY is now the owner and holder of said note and trust deed above described; and

WHEREAS, there has been default in the installments of principal due on September 9th, 1925, October 9th, 1925, and November 9th, 1925, amounting to Fifty Dollars ($50.00) each, and the installment of principal due December 9th, 1925, amounting to One Thousand, Two Hundred, Fifty Dollars ($1,250.00), in that said payments were not made when due and have not since been paid, and no interest has been paid upon said note, and that no payments of principal and/or interest have been made according to the terms and conditions of said note, and by reason of said default said Homer G. Day, the owner and holder of said note and trust deed, on October 4th, 1926, exercised his option and declared all sums secured by said deed of trust immediately due and payable, there being the sum of One Thousand, Four Hundred Dollars ($1,400.00) principal, with interest thereon from June 9th, 1925, according to the terms of said note, and certain advances, now due and unpaid; and

WHEREAS, in accordance with the provisions of section 2924 of the Civil Code of the State of California, said Homer G. Day, the owner and holder of said trust deed, on October 6th, 1926, caused to be recorded in the office of the Recorder of Los Angeles County, California, a notice of such default in the payment of the principal and interest and of his election to cause the property described in said deed of trust to be sold to satisfy the obligations thereof in accordance with the provisions thereof, which notice of default and election was duly recorded on said 6th day of October, 1926, in Book 6460, Page 10 of Official Records of said County; and

WHEREAS, said deed of trust provides that if any default be made in the payment of any of the sums secured thereby, upon application of the holder of said note, the trustee shall give notice and sell so much of the property as shall be necessary to satisfy the indebtedness secured thereby; and

WHEREAS, said Homer G. Day has requested the Western Trust and Savings Bank (formerly Western Savings Bank) to give notice and to sell so much of the property as shall be necessary to satisfy the indebtedness secured thereby; now,

THEREFORE, NOTICE IS HEREBY GIVEN that the Western Trust and Savings Bank (formerly Western Savings Bank), by virtue of the authority vested in it as trustee, will sell, at public auction, to the highest bidder for cash, in lawful money of the United States, on the 4th day of February, 1927, at the hour of eleven o'clock A. M., of said day, in the lobby of the Western Trust and Savings Bank, 130 East First Street, Long Beach, California, all of the interest conveyed to it by said deed of trust, in and to that certain property situate in the City of Torrance, County of Los Angeles, State of California, and described as follows, to-wit:

The Northerly Seventy-five (75) feet of Lot Twelve (12) of Block Twenty-six (26), in the Torrance Tract, City of Torrance, County of Los Angeles, State of California, as per map recorded in Book 22, Page 94 and 95 of Maps in the office of the County Recorder of said County.

or so much thereof as shall be necessary to pay the total amount of principal, interest, and advances, and the charges and costs of this sale, including the compensation of the trustees.

IN WITNESS WHEREOF, the WESTERN TRUST AND SAVINGS BANK (formerly Western Savings Bank), a corporation, has duly authorized this notice by the signature of its President, attested by its Trust Officer, who affixed the corporate seal at Long Beach, California, this 10th day of January, 1927.

WESTERN TRUST AND SAVINGS BANK
(formerly Western Savings Bank)
a corporation
By CHAS. A. WILEY
(Corporate Seal) President.
Attest: CHAS. C. AUGE
Trust officer.
TRUSTEE.

NOTICE OF LOST POLICIES

NOTICE IS HEREBY GIVEN that twenty-five blank fire insurance policies, Nos. 146505, 146506, 146509-525, inclusive, of the Abeille Fire Insurance Company of Paris, France (Torrance, California, agency), have been lost, mislaid or inadvertently destroyed and can not be found.

While it is believed that the policies have been lost, all persons are advised and warned that if they have been or shall be misappropriated or illegally issued by anyone, it is without the knowledge, consent or approval of the Abeille Fire Insurance Company or its agents, and such policies are invalid and of no effect.

If the above numbered policies should be found or information leading to their recovery come to hand, kindly return same or notify the undersigned.

HINCHMAN, WENTZ & MILLER,
General Agents,
30 Leidesdorff Street,
San Francisco, Cal.

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