Hayes Furnace To Locate New Factory in City

A new manufacturing firm announced plans for a large plant here, two firms withdrew their requests for zone changes, and plans for a new industrial tract were outlined at the Planning Commission meeting Wednesday night.

The Hayes Furnace Co. applied for a change of zone from light to heavy manufacturing on property at 1860 W. 174th St. The firm now located in Culver City, will move here, employing about 100 persons, the firm announced. It will manufacure industrial heaters on the five acre plot in a 10,000 square foot building.

President Hampden Wentworth, of Longren Aircraft, announced that his firm was withdrawing a request for a change of zone on the present location, 2567 W. Carson St., for the "good of all concerned."

Neighbors Oppose

A number of neighbors had protested the zone change at the first hearing and a petition opposing it was presented. Longren now operates there on a variance.

Several persons appeared to protest a zone change on property at Carson and Crenshaw, where McDonald Brothers propose an industrial tract of small industries. Neighbors feared that the tract would be noisy and create parking problems and a general nuisance.

Lloyd G. McDonald said his firm would provide parking on a one to one ratio for employes and said there would be no noisy firms. He assured residents that they would be pleased by the development.

A second hearing will be held Jan. 18.

Plans Withdrawn

Albert Leavitt, who had proposed a profesional building at 6210 Pacific Coast Hwy., withdrew his petition for a variance declaring that he was convinced that neighbors did not want it.

Sent to committee with a first hearing set on Jan. 18 was the request of Robert G. Ohrt, of Compton, for a change of zone on property between Del Amo and Spencer on Hawthorne Blvd. He plans to put up a building to house an equipment rental firm.

100 to Hear Gibson Tell Of District

More than 100 residents of the Torance area Shoestring Strip are expected to attend the annual report meeting of the Councilmanic Advisory Committee, scheduled tomorrow evening at Normandale Playground. Thomas Murphy said the session is scheduled for 7:30 p.m. and that all residents of the strip area were invited.

Councilman John S. Gibson, 15th district representative, who also is president of the LA council, will make his annual report of district and local activities and will screen motion pictures of the district.

Mrs. Ralph Robertson heads the list of hostesses who will serve refreshments.

Ex-Janitors Get Jail for Taking Meat

Two janitors at a local market received five days in jail Friday when they appeared for hearing on charges they took meat home from the store on various occasions during the past few months.

James Brown, 42, and Wilbur Edwards, 30 both of Los Angeles, were caught by the market manager Thursday after officials of the food store had them under surveillance for some time.

Police say the two would come to the store early in the morning select the meat of there choice, hide it during the day in the janitor's room and then car it out at night under boxes filled with trash.

After invoices and other documents were checked by the manager a check was made of all the employees, detectives related. Then the two were observed taking the meat and the police were brought in by market officials.

Smoke, Smoke, Smoke To Be Optimist Theme

Tonight's meeting of the Torrance Optimist Club should take on all the airs of the smoke-filled convention caucus room, Program Chairman A. C. Turner reported Saturday.

A Los Angeles cigar maker will demonstrate his skills with the Havana leaf to the club, Turner said. Freshly made stogies have been promised to members of the club as part of the after dinner program.

... Bookmaking

(Continued From Page 1)

ed in at Torrance Jail Thursday evening.

Wagers Placed

Capt. Ernie Ashton, head of the local detective bureau, said officials had been following the bookmaking operation for about two weeks. They all assembled Thursday afternoon and then called in a trio of $2 bets, all to win, from a pay phone less than a block from the bookie's headquarters.

They then went to the 187th St. house, but received no answer when they knocked. They bashed in the front door and found Mrs. Yarbrough working feverishly on race results in a back bedroom. She had two telephones in the room and was tabulating race results, which she was receiving from a radio station in Mexico.

She told police that her only previous brush with the law was last year, when she was arrested for drunk driving in Manhattan Beach.

Obituaries

John R. Baskett

Funeral services for John Robert Baskett, 80, a veteran of the Spanish-American War, will be held this afternoon at 3 at the Halverson-Leavell chapel in Torrance. Mr. Baskett died at his home at 25338 Walnut Ave., Lomita, Saturday.

A resident of this area for about two years, Mr. Baskett was a native of Kentucky, where he was born in 1875.

He leaves three daughters, Mrs. Marian J. Browne, of Palos Verdes Estates, Mrs. Bertha Larson, of Los Angeles, and Mrs. Louise Knudsen, of Pasadena; and three sons, John R. Baskett Jr., of Inglewood, Millard of San Carlos, and James B., of San Francisco.

Interment wil be in the National Cemetery at Fort Rosecrans, near San Diego.

Susan Giatras

Graveside services for Susan Gay Giatras, 11-day-old daughter of Mr. and Mrs. Thomas Giatras, of 1732 Cabrillo Ave., were held Friday at Pacific Crest Cemetery, with the Rev. John L. Taylor officiating. She died Wednesday at Torrance Memorial Hospital.

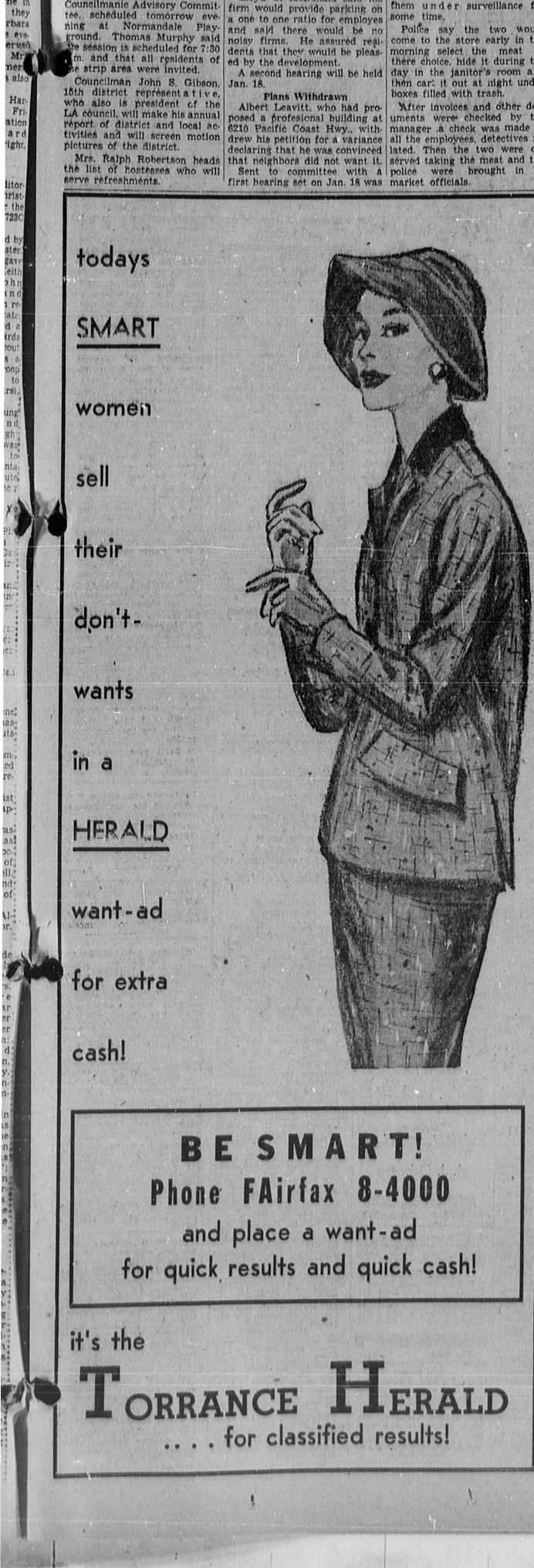
Survivors include her parents; a brother, Christopher; a sister, Trea Lynn; and grandparents, Mary Foley, of Redondo Beach; and Mr. and Mrs. T. S. Giatras, of Torrance.

Ralph Ballestero

Final rites for Ralph Ballestero, 79, of 917 Acacia Ave., were held Friday at the Church of the Nativity, with the Rev. P. J. McGuinness officiating. He died Wednesday at Harbor General Hospital.

A retired contractor, he had lived in this area all of his life. Mr. Ballestero had lived with Mr. and Mrs. George Janes since he was very young.

Rosary was recited Thursday night in Stone and Myers Chapel. Burial was in Calvary Cemetery.



Public Notice

TORRANCE HERALD—432
23612
NOTICE TO CREDITORS
NO. 371626

In the Superior Court of the State of California, in and for the County of Los Angeles. In the Matter of the Estate of SARAH JANE BENSTEAD, also known as SARAH J. BENSTEAD, Deceased.

Notice is hereby given to creditors having claims against the said decedent to file said claims in the office of the clerk of the aforesaid court or to present them to the undersigned at the office of Albert Isen, Attorney, 1607 Cabrillo Ave., in the City of Torrance, in the aforesaid County, which latter office is the place of business of the undersigned in all matters pertaining to said estate. Such claims with the necessary vouchers must be filed or presented as aforesaid within six months after the first publication of this notice.

Dated Jan. 3, 1956.
MAYO COLEMAN
Administrator of the Estate of said decedent.
Albert Isen
Attorney-at-Law
1607 Cabrillo Ave.,
Torrance, California
FA 8-7888
M-Jan. 9, 16, 23, 30, 1956

TORRANCE HERALD—433
23674
NOTICE TO CREDITORS
NO. 363091

In the Superior Court of the State of California, in and for the County of Los Angeles. In the Matter of the Estate of VICTORIA GRANICZNY, Deceased.

Notice is hereby given to creditors having claims against the said decedent to file said claims in the office of the clerk of the aforesaid court or to present them to the undersigned at the office of T. C. Rippy, Attorney, 1331 Post Avenue, in the City of Torrance, in the aforesaid County, which latter office is the place of business of the undersigned in all matters pertaining to said estate. Such claims with the necessary vouchers must be filed or presented as aforesaid within six months after the first publication of this notice.

Dated Jan. 5, 1956.
WALENTZ GRANICZNY
Administrator of the Estate of said decedent.
C. T. Rippy,
Attorney-at-Law
1331 Post Avenue,
Torrance, California
FA 8-7528
M-Jan. 9, 16, 23, 30, 1956

Public Notice

TORRANCE HERALD—434
CERTIFICATE OF BUSINESS
FICTITIOUS FIRM NAME

THE UNDERSIGNED does hereby certify that she is conducting a Real Estate business at 1237 Crenshaw Boulevard, City of Torrance, County of Los Angeles, State of California, under the fictitious firm name of MIRADOR REAL ESTATE & INVESTMENTS, and that said firm is composed of the following persons, whose names and addresses are as follows, to-wit:

Winifred M. Clounch, 17511 Glenburn Avenue, Torrance, California.

WITNESS my hand this 5th day of January, 1956.
WINIFRED M. CLOUNCH
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)ss

ON THIS 5th day of January A.D., 1956, before me, Margaret W. Dean, a Notary Public in and for said County and State, residing therein duly commissioned and sworn, personally appeared Winifred M. Clounch, known to me 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.

MARGARET W. DEAN
Notary Public in and for Said County and State, My Commission Expires May 22, 1956.
M-Jan. 9, 16, 23, 30, 1956

TORRANCE HERALD—422
NOTICE OF SALE OF PERSONAL PROPERTY AT PRIVATE SALE
No. 373431

In the Superior Court of the State of California in and for the County of Los Angeles.

In the matter of the estate of MELVIN E. ASKEW, Deceased.

Notice is hereby given that the undersigned Administrator, of the estate of Melvin E. Askew, deceased, will sell at private sale, to the highest bidder, upon the terms and conditions hereinafter mentioned and subject to confirmation by the said Superior Court, on the 10th day of January, 1956, at the hour of ten o'clock A.M., at the office of Albert Isen, Attorney for Administrator, 1607 Cabrillo Avenue, City of Torrance, County of Los Angeles, State of California, all the right, title and interest of said deceased at the time of death and all the right, title and interest that the estate of said deceased has acquired by operation of law or otherwise, other than or in addition to that of said deceased at the time of death, in and to all that certain personal property particularly described as follows, to-wit:

1955 Automobile, Ford Victoria Coupe, Two Door, Model 60-B, Serial #U8PV152468.

Terms of Sale: Cash in lawful money of the United States on confirmation of sale. Ten per cent of amount bid to be deposited with bid.

Bids or an offere to be in writing and will be received at the aforesaid office at any time after the first publication hereof and before date of sale.

Dated December 22, 1955.
LOWELL R. ASKEW
Administrator of the Estate of said decedent
Albert Isen
1607 Cabrillo Avenue
Torrance, California
Attorney for Administrator
MT—Dec. 29, 1955; Jan. 2, 5, 9, 1956

TORRANCE HERALD—435
ORDINANCE NO. 789

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TORRANCE GRANTING TO STANDARD GAS COMPANY, AN IDAHO CORPORATION, A FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN PIPELINES FOR THE TRANSPORTATION OF HYDROCARBON SUBSTANCES IN THE CITY OF TORRANCE.

WHEREAS, Standard Gas Company, an Idaho corporation, having heretofore by application in writing, filed on the 1st day of February, 1955, applied to the City Council of the City of Torrance for a franchise and privilege hereinafter particularly described; and

WHEREAS, pursuant to Resolution No. 2813, as amended by Resolution No. 2831, the City Council did advertise that said franchise would be sold to the highest cash bidder; and

WHEREAS, at a regular Council meeting held November 22, 1955, bids were opened for the sale of said franchise and said bid was awarded to Standard Gas Company;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TORRANCE DOES ORDAIN AS FOLLOWS:

SECTION 1. Terms and Conditions of Franchise.

ARTICLE 1
NATURE OF FRANCHISE

There is hereby granted to Standard Gas Company, an Idaho corporation, hereinafter referred to as "Grantee," for the term of twenty-five (25) years from and after date of this ordinance, subject, however, to all the limitations and restrictions herein contained, the right, privilege and franchise to construct, erect, maintain, operate, repair, renew, change the size of and remove pipe lines, not to exceed sixteen inches (16") in internal diameter, for the transportation of oil, petroleum, gas, gasoline or other hydrocarbon substances or water in, under, along and across the public streets, highways and alleys (hereinafter for convenience collectively referred to as "streets") in the City of Torrance, as follows:

Narbonne Avenue from the center-line of Sepulveda Boulevard to 230th Street; Arlington Avenue from Santa Fe Avenue to the center-line of Sepulveda Boulevard; Sepulveda Boulevard within the intersection of Arlington Avenue and Narbonne Avenue.

This franchise shall include the right, for the period and subject to the conditions hereof, to so maintain, operate, repair, renew and change the size of the pipe line system, if any, of Grantee as already laid and constructed in said street.

ARTICLE 2
APPURTENANCES

The grantee shall have the right to construct and maintain such traps, manholes, conduits, valves, appliances, attachments and appurtenances (hereinafter for convenience collectively referred to as "appurtenances"), as may be necessary or convenient for the proper maintenance and operation of the pipe lines under said franchise, and said appurtenances shall be kept flush with the surface of the streets and so located as to conform to any order of the City Engineer of the City of Torrance (hereinafter referred to as the "City Engineer") in regard thereto and not to interfere with the use of the street for travel. The Grantee shall, in all matters subject to such ordinances, rules or 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 and appurtenances.

ARTICLE 3
LOCATION OF PIPELINES

So far as is practicable, said pipe lines shall be located along the edge or shoulder of the streets or in the parking areas adjacent thereto so as not unreasonably to disturb the flow of traffic and where possible shall be laid in the unpaved portion of the street. If the pipe lines shall be laid across or along the paved portion of a street, the repair of the street after the pipe lines have been laid, may be made by the City at the expense of the Grantee, and upon the presentation of a bill therefor the Grantee shall pay the same at once. The amount so chargeable to the Grantee shall be the actual cost of such repair plus fifteen per cent (15%) thereof for overhead.

ARTICLE 4
CONSTRUCTION OF PIPELINES

A. Terms of Construction. The pipe lines and appurtenances constructed or maintained under the provisions of this franchise shall be constructed and maintained in a good, workmanlike manner and in conformity with all the ordinances, rules or regulations now or hereafter adopted or prescribed by the City Council. All pipes laid under said franchise shall be of first class material, and no pipe laid under this franchise shall exceed sixteen inches (16") in internal diameter.

B. Restoration of Streets. The work of constructing, maintaining or repairing all pipes, pipe lines and appurtenances shall be conducted with the least possible hindrance to the use of the streets for purposes of travel, and as soon as such work is completed, all portions of the streets which have been excavated or otherwise damaged thereby shall be placed in as good condition as they were before the commencement of such work, to the satisfaction of the City Engineer.

ARTICLE 5
COMMENCEMENT OF CONSTRUCTION

The Grantee, in good faith, shall commence the work of laying the pipe lines and appurtenances within four months from the date of the passage of the ordinance granting this franchise, and if such pipe lines be not so commenced within said time, this franchise shall be declared forfeited; provided, however, that if the Grantee is maintaining and operating an existing pipe line system over the route described in Article 1 herein, it shall be deemed to be in compliance with the foregoing if the Grantee shall not commence the construction of any pipe lines under the provision of this franchise or add to such existing pipe line system, if any there be, until it shall have obtained a permit therefor from the City Engineer. The application of the Grantee shall show the following facts: the length and proposed location of the pipe line proposed to be laid during the year, the size and description of the pipe intended to be used, and such other facts as the City Engineer may require. The Grantee shall pay any and all inspection fees of the City. Upon the completion of the construction of any pipe lines constructed pursuant to said franchise, the Grantee shall render a statement to the City Clerk of the City of Torrance (hereafter referred to as the "City Clerk"), showing in detail the permit or permits issued and the total length of pipe line, the construction of which was authorized under such permit or permits, and the total length of pipe line actually laid, and the Grantee shall accompany said statement with a map to the City Clerk for the pipe lines which have been actually constructed under said franchise, at the rate of One Dollar ($1.00) per rod.

ARTICLE 6
MAPS AND PLANS TO BE FURNISHED

Within ninety (90) days following the date in which any pipe lines or additional pipe lines are laid or constructed under this franchise, the Grantee shall file a map or maps in such form as may be required by the City Engineer showing the accurate location and size of all its facilities laid, and the same upon installation of any additional facilities, or upon removal, change, or abandonment of all or any portion thereof, file a revised map or maps showing the location and size of such additional, removed, or abandoned facilities as of that date. If cathodic protection is to be used for facilities installed or maintained pursuant to this franchise a description of the protective devices shall be furnished to the City Engineer which shall show the location and type of anodes, including a description of methods to be used as a protection against corrosion and electrolytic leakage.

ARTICLE 7
COMPENSATION TO THE CITY

A. Amount of Fee. As consideration for the franchise hereby granted, the Grantee shall pay annually to the City in lawful money of the United States, within twenty (20) days after the end of each calendar year, a fee compiled by first multiplying one-half a cent by the average internal diameter in inches of all pipe laid pursuant to this franchise or subject thereto and then by multiplying the product thereof by the length of the said pipe in feet.

B. Computation of Payments. Such payments shall be computed from the effective date of this ordinance, to, and including the date of either actual removal of the facilities or the effective date of a properly approved abandonment in place authorized by the City, and until the Grantee shall have fully complied with all the provisions of this ordinance and of all other applicable provisions of law or ordinance relative to such abandonments. All such payments shall be made to the City Clerk and shall be made payable to the City of Torrance. In the event of installation or abandonment of facilities or removal of the same by the City as elsewhere in this ordinance provided, or in the event of removal of such facilities by the Grantee, the payments otherwise due to the City for occupancy of the streets by such facilities shall be prorated for the calendar year in which such installation, removal or abandonment occurs as of the end of the calendar month in which installed, removed or abandoned.

PROVIDED, HOWEVER, that the amount of each annual payment shall be revised at the time of payment in accordance with the following formula:

If the "Wholesale (Primary Market) Price Index, All Commodities" prepared by the United States Bureau of Labor Statistics, Department of Labor, for the last calendar month ending more than ninety (90) days prior to the date on which payment to the City shall be due pursuant to this Article shall stand at 110 (using prices prevailing, during the years 1947-49, inclusive, as a base of 100) then payment to the City shall be made at the rates hereinabove specified.

If the said index for said calendar month shall stand at other than 110 then the rate of payment to the City shall vary from said hereinabove rate in direct proportion as said index has increased or decreased from 110.

If the United States Department of Labor, Bureau of Labor Statistics, shall revise the said index, the parties hereto shall accept the method of revision or conversion recommended by the said Bureau. If the United States Department of Labor, Bureau of Labor Statistics, shall discontinue the preparation of a wholesale price index using prices prevailing in the years 1947-49, inclusive, as a base of 100, and if no transposition table prepared by the Bureau of Labor Statistics is available applicable to said years of 1947-49, inclusive, then the amount of each annual payment shall be computed as otherwise provided in this Article 7 without reference to this proviso.

ARTICLE 8
EMERGENCY EQUIPMENT AND CREWS

At all times during the term of this franchise, the Grantee shall maintain on a twenty-four (24) hour a day basis adequate emergency equipment and a properly trained emergency crew within a radius of twenty-five (25) miles from any facilities installed or maintained pursuant to this franchise for the purpose of shutting off the pressure and the flow of contents of such facilities in the event of an emergency resulting from an earthquake, act of war, civil disturbance flood or other cause.

ARTICLE 9
BREAKS OR LEAKS

If any portion of any street shall be damaged by reason of breaks or leaks in any pipe or conduit constructed under this franchise, the Grantee thereof shall, at its own expense, immediately following written or oral notification thereof, repair any such damage and put such street in as good condition as it was in before such break or leak, to the satisfaction of City Engineer.

ARTICLE 10
REARRANGEMENT OF FACILITIES

A. Expense of Grantee.

(1) If any of the Grantee's facilities shall endanger the public safety or shall be in conflict with or interfere with or obstruct the use of any street by the public or for public purposes, the City shall have the right to require the Grantee, at the Grantee's expense, to move, alter or relocate the same (hereinafter called "rearrangement") to avoid such danger, interference or obstruction, in conformity with the written notice of the City Engineer.

(2) Whenever, during the existence of this franchise, the City, in the exercise of its governmental authority, as distinguished from its private capacity, shall change the grade, width or location of any street or improve any street in any manner, including the laying of any sewer, storm drain, conduits, gas, water or other pipes, or construct any pedestrian tunnels, or other work of the City, (the right to do all of which is specifically reserved to the City without any admission on its part that it would not otherwise have such rights) and such work shall, in the opinion of the City Engineer, render necessary any change in the position or location of any facilities of the Grantee in the street, including the support thereof, while such work is being done or performed, the Grantee shall, at its own cost and expense, do any and all things to affect such change in position or location, in conformity with the written notice of the City Engineer; provided, however, that the City shall not require the Grantee to remove its conduits or lines entirely from such street.

(3) In case the Grantee shall fail to commence work in compliance with such written notice within thirty (30) days after service of same upon the Grantee (unless the Grantee shall be unable to comply with such notice by reason of strikes, riots, acts of God, or acts of public enemies), the City Engineer may cause the work required in said notice to be done by the City or, at the election of the City, by a private contractor. The Grantee agrees to pay the costs thereof within ten (10) days after delivery of an itemized bill therefor to it, or its local agent, or office. The cost of doing said work shall be considered the actual cost, plus fifteen per cent (15%) thereof for overhead. If the Grantee is dissatisfied with any determination of the City Engineer permitted by this section, the petition the City Manager to review the same within ten (10) days after such determination during the period caused by negligence or otherwise, excepting the force, however any claim, demand or cause of action, which may be asserted, prosecuted or established against the City under the provisions of the Workmen's Compensation Act for injury to, or the death of any of the City's officers, agents or employees while within the scope of their employment.

ARTICLE 16
ASSIGNMENT

The Grantee shall not sell, lease, or assign this franchise or the rights or privileges granted thereby in whole or in part, without the consent of the City Council nor shall this franchise be sold, leased or assigned except by a duly executed instrument in writing filed in the office of the City Clerk, and no such sale, lease or assignment shall be construed to grant to the Grantee any right to exercise any of the rights, privileges or any of the rights or privileges hereby granted, except in the manner aforesaid.

ARTICLE 17
FORFEITURE

In the event that the Grantee shall default in the performance of any of the terms, covenants or conditions herein, the City may serve written notice to the Grantee of such breach or default. In the event that such breach or default is not cured within thirty (30) days after said notice the City may declare this franchise forfeited and may exclude the Grantee from further use of the streets of the City under this franchise, and the Grantee shall thereupon surrender all rights in and to this franchise. said franchise shall be deemed and shall remain null, void and of no effect. No provision hereinbefore made for the purpose of securing the enforcement of the terms and conditions of this franchise shall be deemed an exclusive remedy, or to afford the exclusive procedure, for the enforcement of said terms and conditions, but the remedies and procedure herein outlined or provided, including termination of the franchise, shall be deemed to be cumulative.

ARTICLE 18
SUPERSEDURE

This franchise is granted in lieu of any like franchise, if any, heretofore granted by the City to the Grantee and such franchise, if any, shall be deemed to be and shall be repealed as of the date upon which the grant of this franchise is effective to the grantee under such other franchise, and the rights, liabilities and obligations of the parties under any such other franchise shall thereupon cease and terminate. Should the foregoing be applicable to the grant of this franchise, the Grantee shall pay to the City any and all amounts accrued up to the effective date of this franchise under such other franchise or renewal thereof, in the manner of such amounts in the form required by such other franchise filed not later than thirty (30) days after the date this ordinance becomes effective. Payment of such amounts shall be made with the filing of such statement.

ARTICLE 19
SCOPE OF RESERVATION

Nothing herein contained shall ever be construed so as to exempt the Grantee from compliance with all ordinances of the City now in effect or which may be hereafter adopted which are not inconsistent with the terms of this franchise. The enumeration herein of specific rights reserved shall not be construed as exclusive, or as limiting the general reservation herein made, or as limiting such rights as the City may now or hereafter have in law.

ARTICLE 20
NOTICES

Any notice required to be given under the terms of this franchise, the manner of service of which is not specifically provided for, may be served as follows:

Upon the City, by serving the City Manager, either personally or by addressing a written notice to the City Clerk of the City of Torrance, City Hall, 1311 Cravens Avenue, Torrance, California, and depositing such notice in the United States mail, postage prepaid.

Upon the Grantee by addressing a written notice to Grantee, addressed to Standard Gas Company, 225 Bush Street, San Francisco, California, Attention: Mr. R. B. McHenry (or such other address as may from time to time be furnished in writing by one party to the other and depositing said notice in the United States mail, postage prepaid.

When the service of any such notice is made by mail, the time of such service shall be taken to be and run from the date of the deposit of same in the United States mail.

ARTICLE 21
SUCCESSORS

The terms hereof shall inure to the benefit of or shall bind, as the case may be, the successors and assigns of the parties hereto; provided, however, to the provisions of Article 16.

ARTICLE 22
RESTRICTION OF SERVICE

The Grantee shall not use any of the lines laid pursuant to the provisions of this franchise for the purpose of acting as a public utility.

ARTICLE 23
ACCEPTANCE OF FRANCHISE

This franchise is granted and shall be held and enjoyed only upon the terms and conditions herein contained, and the grantee must, within thirty (30) days after the passage of this ordinance granting said franchise, file with the City Clerk of the City of Torrance a written acceptance of such terms and conditions.

ARTICLE 24
FRANCHISE TO BE STRICTLY CONSTRUED AGAINST GRANTEE

This franchise is granted upon each and every condition herein contained and shall be strictly construed against Grantee. Nothing shall pass hereby unless it be granted in the most ample and explicit manner. Each of said conditions is a material and essential condition to the granting of this franchise.

SECTION 2.

This ordinance shall take effect thirty days after the date of its adoption, and prior to the expiration of fifteen days from the passage thereof shall be published at least once in the Torrance Herald, a semi-weekly newspaper of general circulation, published and circulated in the City of Torrance.

Introduced and approved this 20th day of December, 1955.

Adopted and passed this 27th day of December, 1955.

ALBERT ISEN
Mayor of the City of Torrance

ATTEST:
A. H. BARTLETT
City Clerk of the City of Torrance

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)ss
CITY OF TORRANCE)

I, A. H. Bartlett, City Clerk of the City of Torrance, California, do hereby certify that the foregoing ordinance was introduced and approved at a regular meeting of the City Council held on the 20th day of December, 1955, and adopted and passed at a regular meeting of the City Council held on the 27th day of December, 1955, by the following roll call vote, to-wit:

COUNCILMEN: Benstead, Schaab and Isen.

NOES: COUNCILMEN: None.

ABSENT: COUNCILMEN: Blount and Drale.

A. H. BARTLETT
City Clerk

(SEAL)

M-Jan. 9, 1956

Public Notice

Engineer, render necessary any change in the position or location of any facilities of the Grantee in the street, including the support thereof, while such work is being done or performed, the Grantee shall, at its own cost and expense, do any and all things to affect such change in position or location, in conformity with the written notice of the City Engineer; provided, however, that the City shall not require the Grantee to remove its conduits or lines entirely from such street.

(3) In case the Grantee shall fail to commence work in compliance with such written notice within thirty (30) days after service of same upon the Grantee (unless the Grantee shall be unable to comply with such notice by reason of strikes, riots, acts of God, or acts of public enemies), the City Engineer may cause the work required in said notice to be done by the City or, at the election of the City, by a private contractor. The Grantee agrees to pay the costs thereof within ten (10) days after delivery of an itemized bill therefor to it, or its local agent, or office. The cost of doing said work shall be considered the actual cost, plus fifteen per cent (15%) thereof for overhead. If the Grantee is dissatisfied with any determination of the City Engineer permitted by this section, the petition the City Manager to review the same within ten (10) days after such determination during the period caused by negligence or otherwise, excepting the force, however any claim, demand or cause of action, which may be asserted, prosecuted or established against the City under the provisions of the Workmen's Compensation Act for injury to, or the death of any of the City's officers, agents or employees while within the scope of their employment.

ARTICLE 16
ASSIGNMENT

The Grantee shall not sell, lease, or assign this franchise or the rights or privileges granted thereby in whole or in part, without the consent of the City Council nor shall this franchise be sold, leased or assigned except by a duly executed instrument in writing filed in the office of the City Clerk, and no such sale, lease or assignment shall be construed to grant to the Grantee any right to exercise any of the rights, privileges or any of the rights or privileges hereby granted, except in the manner aforesaid.

ARTICLE 17
FORFEITURE

In the event that the Grantee shall default in the performance of any of the terms, covenants or conditions herein, the City may serve written notice to the Grantee of such breach or default. In the event that such breach or default is not cured within thirty (30) days after said notice the City may declare this franchise forfeited and may exclude the Grantee from further use of the streets of the City under this franchise, and the Grantee shall thereupon surrender all rights in and to this franchise. said franchise shall be deemed and shall remain null, void and of no effect. No provision hereinbefore made for the purpose of securing the enforcement of the terms and conditions of this franchise shall be deemed an exclusive remedy, or to afford the exclusive procedure, for the enforcement of said terms and conditions, but the remedies and procedure herein outlined or provided, including termination of the franchise, shall be deemed to be cumulative.

ARTICLE 18
SUPERSEDURE

This franchise is granted in lieu of any like franchise, if any, heretofore granted by the City to the Grantee and such franchise, if any, shall be deemed to be and shall be repealed as of the date upon which the grant of this franchise is effective to the grantee under such other franchise, and the rights, liabilities and obligations of the parties under any such other franchise shall thereupon cease and terminate. Should the foregoing be applicable to the grant of this franchise, the Grantee shall pay to the City any and all amounts accrued up to the effective date of this franchise under such other franchise or renewal thereof, in the manner of such amounts in the form required by such other franchise filed not later than thirty (30) days after the date this ordinance becomes effective. Payment of such amounts shall be made with the filing of such statement.

ARTICLE 19
SCOPE OF RESERVATION

Nothing herein contained shall ever be construed so as to exempt the Grantee from compliance with all ordinances of the City now in effect or which may be hereafter adopted which are not inconsistent with the terms of this franchise. The enumeration herein of specific rights reserved shall not be construed as exclusive, or as limiting the general reservation herein made, or as limiting such rights as the City may now or hereafter have in law.

ARTICLE 20
NOTICES

Any notice required to be given under the terms of this franchise, the manner of service of which is not specifically provided for, may be served as follows:

Upon the City, by serving the City Manager, either personally or by addressing a written notice to the City Clerk of the City of Torrance, City Hall, 1311 Cravens Avenue, Torrance, California, and depositing such notice in the United States mail, postage prepaid.

Upon the Grantee by addressing a written notice to Grantee, addressed to Standard Gas Company, 225 Bush Street, San Francisco, California, Attention: Mr. R. B. McHenry (or such other address as may from time to time be furnished in writing by one party to the other and depositing said notice in the United States mail, postage prepaid.

When the service of any such notice is made by mail, the time of such service shall be taken to be and run from the date of the deposit of same in the United States mail.

ARTICLE 21
SUCCESSORS

The terms hereof shall inure to the benefit of or shall bind, as the case may be, the successors and assigns of the parties hereto; provided, however, to the provisions of Article 16.

ARTICLE 22
RESTRICTION OF SERVICE

The Grantee shall not use any of the lines laid pursuant to the provisions of this franchise for the purpose of acting as a public utility.

ARTICLE 23
ACCEPTANCE OF FRANCHISE

This franchise is granted and shall be held and enjoyed only upon the terms and conditions herein contained, and the grantee must, within thirty (30) days after the passage of this ordinance granting said franchise, file with the City Clerk of the City of Torrance a written acceptance of such terms and conditions.

ARTICLE 24
FRANCHISE TO BE STRICTLY CONSTRUED AGAINST GRANTEE

This franchise is granted upon each and every condition herein contained and shall be strictly construed against Grantee. Nothing shall pass hereby unless it be granted in the most ample and explicit manner. Each of said conditions is a material and essential condition to the granting of this franchise.

SECTION 2.

This ordinance shall take effect thirty days after the date of its adoption, and prior to the expiration of fifteen days from the passage thereof shall be published at least once in the Torrance Herald, a semi-weekly newspaper of general circulation, published and circulated in the City of Torrance.

Introduced and approved this 20th day of December, 1955.

Adopted and passed this 27th day of December, 1955.

ALBERT ISEN
Mayor of the City of Torrance

ATTEST:
A. H. BARTLETT
City Clerk of the City of Torrance

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)ss
CITY OF TORRANCE)

I, A. H. Bartlett, City Clerk of the City of Torrance, California, do hereby certify that the foregoing ordinance was introduced and approved at a regular meeting of the City Council held on the 20th day of December, 1955, and adopted and passed at a regular meeting of the City Council held on the 27th day of December, 1955, by the following roll call vote, to-wit:

COUNCILMEN: Benstead, Schaab and Isen.

NOES: COUNCILMEN: None.

ABSENT: COUNCILMEN: Blount and Drale.

A. H. BARTLETT
City Clerk

(SEAL)

M-Jan. 9, 1956