Public Notice

PH—4270
NOTICE TO BIDDERS
Schedule B-66-74

NOTICE IS HEREBY GIVEN that sealed proposals will be received in the office of the City Clerk, City Hall, 3031 Torrance Blvd., Torrance, California, until 1:30 p.m. on September 15, 1966 and will be publicly opened and read aloud at 2:30 p.m. on the same date in the Council Chambers, Torrance City Hall, for furnishing PARK AND STREET EQUIPMENT.
By order of
EDWARD J. FERRARO
City Manager of the
City of Torrance, California
VERNON W. COIL,
City Clerk
S-W—Sept. 4, 7, 1966.

PH—4220
NOTICE OF TRUSTEE'S SALE
T.O. No. 66-3379

On Friday, September 16, 1966, at 11:00 A. M., TITLE INSURANCE AND TRUST COMPANY, as duly appointed Trustee under and pursuant to Deed of Trust dated January 6th, 1964 Executed By: BRUCE H. FRANK AND MAXINE L. FRANK, his wife and recorded January 15, 1964 as instr. No. 431, in book T3468, page 824, of Official Records in the office of the County Recorder of Los Angeles County, California, WILL SELL AT PUBLIC AUCTION TO HIGHEST BIDDER FOR CASH (payable at time of sale in lawful money of the United States) at the entrance of the Los Angeles County Courthouse, at 501 West First Street, Los Angeles, California, all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County and State described as:
Lot 33 in Tract 27046, per Map recorded in Book 683, Pages 51-55, in the office of the County Recorder of said County.
Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the principal sum of the note secured by said Deed of Trust, to-wit: $5,991.00, with interest from March 1, 1966, as in said note provided, advances, if any, under the terms of said Deed of Trust, fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust.
The beneficiary under said Deed of Trust, by reason of a breach or default in the obligations secured thereby, heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and written notice of breach and of election to cause the undersigned to sell said property to satisfy said obligations, and thereafter, on May 16, 1966, the undersigned caused said notice of breach and of election to be recorded in book M2220, page 476, of said Official Records.
Date: August 17, 1966
Title Insurance and
Trust Company
as said Trustee,
By Richard A. Walter
6909
S—Aug. 21, 28, Sept. 4, 1966

PH—4251
ORDINANCE NO. 1711
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TORRANCE AMENDING APPENDIX I OF "THE CODE OF THE CITY OF TORRANCE, 1954", TO RECLASSIFY THAT CERTAIN PROPERTY WHICH IS LOCATED ON THE SOUTH SIDE OF LOMITA BOULEVARD NORTHEASTERLY OF KENT AVENUE AND DESCRIBED IN ZONE CHANGE 66-1.
(SOUTH BAY REALTY)

WHEREAS, the City Council deems that it is to the public interest certain changes in land use (zoning) classifications be made in certain real property in the City of Torrance as hereinafter described in Section 3 and as applied for in Zone Change 66-1;
WHEREAS, due and legal publication of notice has been given to the owners of property in the vicinity and public hearings have been duly and regularly held, all as required by Appendix I of "The Code of the City of Torrance, 1954";
NOW, THEREFORE, the City Council of the City of Torrance does ordain as follows:
SECTION 1.
That the City Council of the City of Torrance does hereby find and determine that the Change of Zone applied for in Zone Change 66-1, more particularly described in Section 3 hereof, is necessary for the preservation and enjoyment of substantial property rights of the owners of the property in the vicinity thereof; that said Change of Zone will not be materially detrimental to the public welfare or to the property in the vicinity thereof; that notice has been given as required by Appendix I of "The Code of the City of Torrance, 1954"; that opportunity has been offered to interested parties as therein provided to protest the proposed change of zone before the Planning Commission and the City Council of the City of Torrance; and that hearings on the application have been held as therein provided.
SECTION 2.
That said Change of Zone reclassifying and changing the use of said property hereinafter described and more particularly indicated on the map marked Exhibit "A", known as the Land Use Map, which is an exhibit to and by reference made a part of Appendi xI of "The Code of the City of Torrance, 1954" and which is on file in the office of the Planning Director be, and the same is, hereby approved; that the said Land Use Map of the City of Torrance is hereby amended to show such reclassification and rezoning; and that the portion of said Map as amended and thereto attached is hereby made a part of said Land Use Map of the City of Torrance and substituted for the portion of the original Land Use Map covering the property herein reclassified.
SECTION 3.
That the property to be reclassified is described as follows:
"All that certain real property situated in the City of Torrance, County of Los Angeles, State of California, described as follows:
Parcel 1 of Map filed in Book 77, Page 59 of Records of Survey of Los Angeles County, a portion of Lot 21, Tract 26551 M. B 673-67-69 and adjoining portions of 230th Street and Kent Avenue to be vacated."
SECTION 4.
That said property described in Section 3 be, and the same is hereby reclassified from A-1 (Light agricultural district) to R-1 (Single-family residence district).
SECTION 5.
That all Ordinances of the City of Torrance, inconsistent herewith, to the extent of such inconsistency and no further, are hereby repealed.
SECTION 6.
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-Press, a semi-weekly newspaper of general circulation, published and cirulated in the City of Torrance.
Introduced and approved this 16th day of August 1966.
Adopted and passed this 23rd day of August 1966.
/s/ Albert Isen
Mayor of the City of Torrance
ATTEST:
/s /Vernon W. Coil
City Clerk of the City of Torrance
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF TORRANCE)
I, VERNON W. COIL, City Clerk of the City of Torrance, California, do cerify that the foregoing Ordinance was introduced and approved at a regular meeting of the City Council held on the 16th day of August 1966, and adopted and passed at a regular meeting of said Council held on the 23rd day of August 1966, by the following roll call vote: (SEAL)
AYES: COUNCILMEN: Beasley, Lyman, Miller, Vico and Isen.
NOES: COUNCILMEN: None.
ABSENT: COUNCILMEN: Olson and Sciarrotta.
/s/ Vernon W. Coil
City Clerk of the City of Torrance
APPROVED AS TO FORM:
STANLEY E. REMELMEYER,
City Attorney
By /s/ Richard L. Knickerbocker
Richard L. Knickerbocker
Deputy City Attorney
Senior
S—Sept. 4, 1966.

PH—4236
27228
NOTICE TO CREDITORS
No. 511829

Superior Court of the State of California, for the County of Los Angeles.
In the Matter of the Estate of VERNA P. THISTLE, 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 Hitchcock & Bowman, 2211 Torrance Blvd., 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.
Daeed Aug. 22, 1966.
Arthur R. Thistle
administrator with the will annexed of the Estate of said decedent.
Hitchcock & Bowman
Attorney-at-Law
2211 Torrance Blvd.
Torrance, Calif. 90501
S—Aug. 28, Sept. 4, 11, 18, 1966.

PH—4237
27234
NOTICE OF HEARING OF PETITION FOR PROBATE OF WILL
No. 512705

In the Superior Court of the State of California for the County of Los Angeles.
In the Matter of the Estate of RICHARD WINKLER, aka RICHARD M. WINKLER, Deceased
Notice is hereby given that the petition of Suzanne Winkler for the Probate of the Will of the above-named deceased and for the issuance of Letters of administration with the will annexed thereon to the petitioner to which reference is hereby made for further particulars, will be heard at 9:15 o'clock A.M., on Sept. 15, 1966, at the court room of Department 4, of the Superior Court of the State of California for the County of Los Angeles, City of Los Angeles.
Dated Aug. 22, 1966.
WILLIAM G. SHARP,
County Clerk and Clerk of the Superior Court of the State of California for the County of Los Angeles
By J. M. Kost, Deputy
Hitchcock & Bowman
2211 Torrance Blvd.
Torrance, Calif. 90501
328-3472
Attorneys for Petitioner.
S-W—Aug. 28, 31, Sept. 4, 1966.

PH—4250
ORDINANCE NO. 1710
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TORRANCE AMENDING APPENDIX I OF "THE CODE OF THE CITY OF TORRANCE, 1954" TO RECLASSIFY THAT CERTAIN PROPERTY WHICH IS LOCATED ON THE NORTH SIDE OF 230TH STREET BETWEEN SAMUEL STREET AND HAWTHORNE BOULEVARD AND DESCRIBED IN ZONE CHANGE 66-3.
(BRENTWOOD SAVINGS AND LOAN ASSOCIATION)

WHEREAS, the City Council deems that it is to the public interest certain changes in land use (zoning) classification be made in certain real property in the City of Torrance as hereinafter described in Section 3 and as applied for in Zone Change 66-3;
WHEREAS, due and legal publication of notice has been given to the owners of property in the vicinity thereof and public hearings have been duly and regularly held, all as required by Appendix I of "The Code of the City of Torrance, 1954";
NOW, THEREFORE, the City Council of the City of Torrance does ordain as follows:
SECTION 1.
That the City Council of the City of Torrance does hereby find and determine that the Change of Zone applied for in Zone Change 66-3 and more particularly described in Section 3 thereof is necessary for the preservation and enjoyment of substantial property rights of the owners of the property in the vicinity thereof; that said Zone Change will not be materially detrimental to the public welfare or to the property in the vicinity thereof; that notice has been given as required by Appendix I of "The Code of the City of Torrance, 1954"; that opportunity has been offered to interested parties as therein provided to protest the proposed Zone Change before the Planning Commission and the City Council of the City of Torrance; and that hearings on the application have been held as therein provided.
SECTION 2.
That said Zone Change reclassifying and Changing the use of said property hereinafter described and more particularly indicated on the map marked Exhibit "A", known as the Land Use Map which is an exhibit to and by reference made a part of Appendix I of "The Code of the City of Torrance, 1954" and which is on file in the office of the Planning Director be, and the same is, hereby approved; that upon the adoption of a Resolution approving a Precise Plan of Development on the property described in section 3 hereinbelow the said Land Use Map of the City of Torrance shall be amended to show such reclassification and rezoning; and that the portion of said map as amended and thereto attached shall be made a part of said Land Use Map of the City of Torrance and substituted for the portion of the original Land Use Map covering the property herein reclassified.
SECTION 3.
That the property to be reclassified is described as follows:
"All that certan real property situated in the City of Torrance, County of Los Angeles, State of California, described as follows:
Lots 1, 2, 3, 4, and 5, Tract 28277."
SECTION 4.
That upon the adpotion of a resolution approving a Precise Plan of Development of the property, said property shall automatically be reclassified from C-2 (General Commercial district) and R-3 (Limited multiple-family residence district) to C-3 (Solely commercial district), provided, that such Precise Plan is submitted for approval, and is approved, not more than two years from the effective date of this Ordinance.
SECTION 5.
That all ordinances of the City of Torrance, inconsistent herewith to the extent of such inconsistency and no further, are hereby repealed.
SECTION 6.
This Ordinance shall take effect thirty days after the date of its adoption and prior to the expiration of fifteen days from the passage theof shall be published at least once in the Torrance Herald-Press, a semiweekly newspaper of general circulation, published and circulated in the City of Torrance.
Introduced and approved this 16th day of August 1966.
Adopted and passed this 23rd day of August 1966.
/s/ Albert Isen
Mayor of the City of Torrance
ATTEST:
/s/ Vernon W. Coil
City Clerk of the City of Torrance
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF TORRANCE)
I, VERNON W. COIL, 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 16th day of August, 1966, and adopted and passed at a regular meeting of said Council held on the 23rd day of August, 1966, by the following roll call vote:
(SEAL)
AYES: COUNCILMEN: Beasley, Lyman, Miller, Vico and Isen.
NOES: COUNCILMEN: None.
ABSENT: COUNCILMEN: Olson and Sciarrotta.
/s/ Vernon W. Coil
City Clerk of the City of Torrance
APPROVED AS TO FORM:
STANLEY E. REMELMEYER,
City Attorney
By /s/ Richard L. Knickerbocker
Richard L. Knickerbocker,
Deputy City Attorney
Senior
S—Sept. 4, 1966.

PH—4256
ORDINANCE NO. 1716
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TORRANCE GRANTING TO TIDEWATER OIL COMPANY, A DELAWARE CORPORATION, A FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN PIPELINES FOR THE TRANSPORTATION OF HYDROCARBON SUBSTANCES IN THE CITY OF TORRANCE

WHEREAS, Tidewater Oil Company, a Delaware corporation, having heretofore by application in writing, filed on the 9th day of September, 1965, applied to the City Council of the City of Torrance for a franchise and privilege hereinafter particularly described; and
WHEREAS, pursuant to Resolution No. 66-153, the City Council did declare its intention to sell and award said franchise; and
WHEREAS, at a regular Council meeting held August 9, 1966, a public hearing was held on the intention of the City to award said franchise to Tidewater Oil Company; and
WHEREAS, at a regular Council meeting held August 23, 1966, said franchise was awarded to Tidewater Oil 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 Tidewater Oil Company, a Delaware corporation, hereinafter referred to as "Grantee", for the term of forty (40) 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 pipelines, not to exceed twelve (12) inches 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 described on Exhibit "A" attached hereto and made a part hereof.
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 pipeline system, if any, of Grantee as already laid and constructed in said streets.

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 pipelines 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 have the right, 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 pipelines and appurtenances.

ARTICLE 3
LOCATION OF PIPELINES
So far as is practicable, any pipelines hereinafter laid shall be located along the edge or shoulder of the streets or in the parking areas adjacent thereto so as not unreasonably to distrub the flow of traffic and where possible shall be laid in the unpaved portion of the street. If the pipelines shall be laid across or along the paved portion of a street, the repair of the street, after the pipelines 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 twenty-six percent (26%) thereof for overhead.

ARTICLE 4
CONSTRUCTION OF PIPELINES
A. Terms of Construction. The pipelines 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 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 twelve (12) inches in internal diameter.
B. Restoration of Streets. The work of contsructing, maintaining or repairing all pipes, pipelines 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 pipelines and appurtenances within four months from the date of the passage of the ordinance granting this franchise, and if such pipelines be not so commenced within said time, this franchise shall be declared forfeited; provided, however, that if the Grantee is paying an annual franchise fee on existing pipelines, the franchise shall remain in full force and effect. The Grantee shall not commence the construction of any pipelines under the provision of this franchise or add to such existing pipeline system, if any there be, until it first shall have obtained a permit therefor from the City Engineer. The application of the Grantee shall show the following facts: the length, depth and proposed location of the pipeline proposed to be laid or constructed, 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 pipelines constructed pursuant to said franchise, the Grantee shall render a statement to the Director of Finance of the City of Torrance (hereafter referred to as the "Director of Finance"), showing in detail the permit or permits issued and the total length of pipeline, the construction of which was authorized under such permit or permits, and the total length of pipeline actually laid, and the Grantee shall accompany said report with payment to the Director of Finance for the pipelines which have been actually constructed under said franchise at the rate of One Dollar ($1.00) per rod.

ARTICLE 6
MAPS AN DATA TO BE FURNISHED
Within ninety (90) days following the date in which any pipelines or additional pipelines have been 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 then in place, and shall, 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 all 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 computed by first multiplying one cent by the 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 Director of Finance and if made by check, shall be made payable to the City of Torrance. In the event of installation or abandonment of facilities with the approval of the City as elsewhere in this ordinance provided, or in the of the streets by such facilities by the Grantee, the payments otherwise due to the City for occupancy of the streets by such facilities shall be pro-rated 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:
(1) 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 100.0 (using prices prevailing during the years 1957-59, inclusive, as a base of 100) then payment to the City shall be made at the rates hereinabove specified.
(2) If the said index for said calendar month shall stand at other than 100.0 then the rate of payment to the City shall vary from said hereinabove rates in direct proportion as said index has increased or decreased from 100.0.
(3) If said bureau shall revise the said index, the parties hereto shall accept the method of revision or conversion recommended by the said Bureau.
(4) If said Bureau shall discontinue the preparation of a wholesale price index using prices prevailing in the years 1957-59, inclusive, as a base of 100, and if no transposition table prepared by said Bureau is available which is applicable to said years of 1957-59, inclusive, then the amount of each annual payment shall be computed as otherwise provided in this Article 7 without reference to this provision.

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 hereto 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 the City Engineer.

ARTICLE 10
REARRANGEMENT OF FACILITIES
A Expense of Grantee.
(1) If any of the Grantee's facilities shall endanger the public in the use of the public streets 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 effect 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 manager. The cost of doing said work shall be considered the actual cost, plus twenty-six percent (26%) thereof for overhead. If the Grantee is dissatisfied with any determination of the City Engineer permitted by this section, it may petition the City Manager to review the same within ten (10) days after such determination. During the pendency of such petition, the work so required to be done shall be suspended. The decision of the City Manager thereon shall be final and conclusive.
B. Expense of Others.
(1) The City shall have the right to require the Grantee to rearrange any part of the Grantee's facilities for the accomodation of the City or of any person, firm or corporation when such rearrangement is done for the accommodation of any water, electric, gas or other utility system now or hereafter owned or operated by the City. Such arrangement shall be at the City's expense.
(2) When such rearrangement is done for the accommodation of any person, firm or corporation other than one of said utility systems owned or operated by the City the cost of such arrangement shall be borne by the accommodated party. Such accommodated party, in advance of such arrangement, shall deposit with the Grantee or the City Clerk a corporate surety bond in an amount, as in the reasonable discretion of the City Engineer, shall be required to pay the costs of such rearrangment and such accommodated party shall execute an instrument agreeing to indemnify and hold harmless the Grantee from any and all damages or claims caused by such rearrangement.
(3) The rearrangements referred to in subsections (1) and (2) of Section B of this Article 10 shall be accomplished in conformity with the written notice of the City Engineer. 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 to the City within ten (10) days after delivery of an itemized bill covering the cost of performing such work, an amount equal to twenty-six percent (26%) thereof for overhead. If the Grantee is dissatisfied with any determination o fthe City Engineer permiteed by this section, it may petition the City Manager to review the same within ten (10) days after such determination. The decision of the City Manager thereon shall be final and conclusive.
C. Rearrangement of the Facilities of Others.
Nothing in this franchise contained shall be construed to require the City to move, alter or relocate any of its facilities upon said streets, at its own expense, for the convenience, accomodation or necessity of any other public utility, person, firm or corporation, or to require the City, or any person, firm or corporation now or hereafter owning a public utility system of any type or nature, to move, alter or relocate any part of its system upon said streets for the convenience, accommodation or necessity of the Grantee.
D. Notice.
The Grantee shall be given not less than thirty (30) days written notice of any rearrangement of facilities which the Grantee is required to make hereunder. Such notice shall specify in reasonable detail the work to be done by the Grantee and shall specify the time that such work is to be accomplished.

ARTICLE 11
REMOVAL OR ABANDONMENT OF FACILITIES
At the time of expiration, revocation, or termination of this franchise or of the permanent discontinuance of the use of its facilities, or any portion thereof, the Grantee shall, within thirty (30) days thereafter, make a written application to the City Engineer for authority either: (1) to abandon all, or a portion, of such facilities in place, or (2) to remove all, or a portion, of such facilities. Such application shall describe the facilities desired to be abandoned by reference to the map or maps required by Article 6 of this ordinance and shall also describe with reasonable accuracy the relative physical condition of such facilities. Thereupon, the City Engineer shall determine whether any abandonment or removal which is thereby proposed may be effected without detriment to the public interest or under what conditions such proposed abandonment or removal may be safely effected and shall then notify the Grantee, according to such requirements as shall be specified in the City Engineer's order, and within ninety (90) days thereafter, to either:
(a) Remove all, or a portion of such facilities, or
(b) Abandon in place all, or a portion, of such facilities.
If any facilities to be abandoned in place subject to prescribed conditions shall not be abandoned in accordance with all such conditions, then the City Engineer may make additional appropriate orders, including, if he deems desirable, an order that the Grantee shall remove all such facilities in accordance with applicable requirements. In the event the Grantee shall fail to remove any facilities which it is obligated to remove in accordance with such applicable requirements within such time as may be prescribed by the City Engineer, then the City may remove such facilities at the Grantee's expense and the Grantee shall pay to the City of the actual cost thereof to the City plus twenty-six percent (26%) for overhead.

ARTICLE 12
COMPLETION OF WORK
Whenever the Grantee fails to complete any work required of the Grantee by the terms of this franchise within the time limits required hereby, the City may cause such work to be completed by the City or, at the election of the City, by a private contractor. The Grantee agrees to pay to the City within ten (10) days after delivery of an itemized bill covering the cost of performing such work, an amount equal to twenty-six percent (26%) thereof for overhead. If the Grantee is dissatisfied with the determination of said amount, it may petition the City Manager to review the same within ten (10) days after such determination. The decision of the City Manager shall be final and conclusive.

ARTICLE 13
BOND
The franchise is granted on the condition that the Grantee has now and shall at all times during the life of this franchise keep or file with the City a bond running to the City in the sum of One Thousand Dollars ($1,000.00) executed by a reputable indemnity company entitled to do business in the State of California. The said bond shall contain the conditions that the Grantee shall well and truly observe, fulfill and perform each and every term and condition of this franchise, and that in case of any breach of condition of said bond the whole amount of the sum therein named shall be taken and deemed to be liquidated damages and shall be recoverable from the principal and from the sureties upon said bond. The provisions of this Article 13 shall not exempt the Grantee from compliance with any of the laws of the City in force during the term hereof which require the Grantee to post a bond other than the bond required by this Article 13.

ARTICLE 14
INSURANCE
The Grantee, if it has not already done so, shall procure and keep in effect throughout the term of this franchise a policy or policies of liability insurance from an insurance company authorized to do business in California, in an amount not less than $100,000 for any person and $300,000 for any accident and $25,000 for property damage. Said policy or policies shall name the City, its agents and employees as persons co-insured with the Grantee. A certified copy thereof shall be filed in the office of the City Clerk of the City of Torrance at the request of the City Clerk.

ARTICLE 15
INDEMNIFICATION BY GRANTEE
The Grantee, by the acceptance or use of the franchise hereby granted, agrees to keep and save free and harmless the City, its officers, agents, and/or employees against any and all claims, demands, or causes of action which may be asserted, prosecuted or established against them, or any of them, for damange to persons, or property, of whatsoever nature, arising out of the use by it of the City streets hereunder or arising out of any of the operations or activities of the Grantee pursuant to this franchise, whether such damage shall be caused by negligence or otherwise, excepting therefrom, however, any claim, demand or cause of action, which may be asserted, prosecuted or established against the City under the provision of the Workmen's Compensation Act for injury to, or the death of any of City's officers, agents, or employees while acting 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 hereby, or any of them, 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 nothing in this franchise contained shall be construed to grant to the Grantee any right to sell, lease, or assign this franchise, or any of the rights or privileges hereby granted, except in the manner aforesaid.

ARTICLE 17
DEFAULT
A. Non-curable Default. In the event that the Grantee shall default in the performance of any of the terms, covenants or conditions herein and such default is not curable, the City may declare this franchise forfeited. Upon giving written notice thereof to the Grantee, this franchise shall be void and the rights of the Grantee hereunder shall cease and determine and the Grantee shall execute an instrument of surrender and deliver the same to the City.
B. Curable Default. In the event that the Grantee shall default in the performance of any of the terms, Covenants and conditions herein and such default is curable, the City may give written notice to the Grantee of such default. In the event that the Grantee does not commence the work necessary to cure such default within thirty (30) days after such notice is sent or prosecute such work diligently to completion, the City may declare this franchise forfeited. Upon giving written notice thereof to the Grantee, this franchise shall be void and the rights of the Grantee hereunder shall cease and determine and the Grantee shall execute an instrument of surrender and deliver the same to the City.
C. Cumulative Remedies. No provision herein 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 procedures herein provided, in addition to those provided by law, shall be deemed to be cumulative.

ARTICLE 18
SUPERSEDURE
This franchise shall be in lieu of any like franchise, if any, heretofore granted by the City to the Grantee and such other 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 as to a grantee under such other franchise, and the rights, liabilities and obligations of such Grantee under 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 and all amounts accrued up to the effective date of this franchise under such other franchise so repealed as shown by statement of such amounts in the form required by such other franchise filed not later than ninety (90) days after 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 now or hereafter have in law.

ARTICLE 20
NOTICE
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, or the City Clerk personally, or by addressing a written notice to the City Clerk of the City of Torrance, City Hall, 3031 Torrance Boulevard, 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 Tidewater Oil Company, 4201 Wilshire Boulevard, Los Angeles, California, 90005 (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 notice shall begin with and run from the date of the deposit of same in the United States mail.

ARTICLE 21
SUCCESSORS
The terms herein shall inure to the benefit of or shall bind, as the case may be, the successors and assigns of the parties hereto, subject, however, to the provisions of Article 16.

ARTICLE 22
RESTRICTION ON 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 the 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 ever be strictly construed againt Grantee. Nothing shall pass hereby unless it be granted in plain and unambiguous terms. 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 Press-Herald, a semi-weekly newspaper of general circulation, published and circulated in the City of Torrance.
Introduced and approved this 16th day of August, 1966.
Adopted and passed this 23rd day of August, 1966.
/s/ Albert Isen
Mayor of the City of Torrance
ATTEST:
/s/ Vernon W. Coil
City Clerk of the City of Torrance
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF TORRANCE)
I, VERNON W. COIL, 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 16th day of August, 1966, and adopted and passed at a regular meeting of said Council held on the 23rd day of August, 1966, by the following roll call vote:
AYES: COUNCILMEN: Beasley, Lyman, Miller, Vico and Isen.
NOES: COUNCILMEN: None.
ABSENT: COUNCILMEN: Olson and Sciarrotta.
/s/ Vernon W. Coil
City Clerk of the City of Torrance
APPROVED AS TO FORM:
STANLEY E. REMELMEYER,
City Attorney
By /s/ Richard L. Knickerbocker
Richard L. Knickerbocker,
Senior Deputy City Attorney

BREAKDOWN AND DESCRIPTION OF TIDEWATER OIL LINES

On:	From:	To:	Footage
6" Nominal Internal Diameter Pipe:			
Sepulveda Blvd.	E. property line of Ellinwood Drive	E. property line of Hawthorne	3,846
190th Street	E. property line of Rindge Lane	870' + E. of Meyer Lane	1,851
8" Nominal Internal Diameter Pipe:			
Sepulveda Blvd.	W. property line of crenshaw Blvd.	E. City boundary at Western Ave.	6,208
		TOTAL FOOTAGE	11,905

S—Sept. 4, 1966.

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DEATH NOTICE
BARBARA MAXINE CAPELOUTO passed away Sept. 2nd, Born May 8, 1936 in Louisiana. Survived by a husband David, Daughter Dana Lynn & son, David Anthony. Parents Mr. & Mrs. Theodore Rycroft of Hawthorne and a brother, Jerry Rycroft also of Hawthorne. Services Tues., Sept. 6th 2:00 p.m. Stone & Myers Chapel of the Bells. Interment Inglewood Park Cemetery.

● Announcements

NOTICES 10
I WILL not be responsible for any debts other than my own.
IRVIN L. WINTERS

PERSONALS 14
YOUTH OPPORTUNITY
SHOW, every Tues. nite 7 p.m. at The Sizzler Steak House, 548 E. Anaheim St. Wilmington. If interested in being on the show call 834-0894 & ask for Buck.

GRADES TOO LOW? Let me HELP your CHILD learn to READ. All ages, $2.50 a week your home. Call A.M.s and Eves., 425-4949.

● Services

DRESSMAKING and ALTERATIONS 19
DRESSMAKING: Tailoring, Alterations, buttonholes, Mrs. Carmichael, 629 Bond St.

ALTERATIONS & MENDING
646 Lagoon Call 834-7820

HOME SERVICES Miscellaneous 28
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