

SLOSS & GERSTLE
ALASKA COMMERCIAL BUILDING
310 SANSOME STREET
SAN FRANCISCO, CALIFORNIA

January 22nd 1931.

January 13, 1931.

Sloss & Gerstle,
310 Sansome Street,
San Francisco, California.

Gentlemen:-

You are probably aware of the fact that our present City Engineer, Mr. Hiram N. Savage, has recommended a dam at Mission Gorge No. 2. In the event that this dam is built, the property which you own in the San Diego River will be of very little value.

I am making every effort to transfer this recommendation to Mission Gorge No. 3 and, if I take an option on your property for the next ninety days, there is a good possibility of disposing of it, either to the city or private individuals.

Will you please give me an option, if possible at \$100.00 an acre, for the purchase of same, and terms, as it looks as though it is now or never.

Whatever the option price, it will be necessary for me to have a commission of 10%. I am paying from 10% to 15% for country property, myself, for the sale of real estate today.

An early reply will be appreciated.

Yours very truly,

EF/RC

Messrs. Ed Fletcher Co.,
1020 Ninth St.,
San Diego, California.

Gentlemen:-

There seems to be some difference of opinion as to the value of our land as against that mentioned in your letter of January 13th. Our idea of the price of our land is about \$175.00 an acre. At least we believe that that is closer to the market, when one comes, than the \$100. mentioned by you. We will draw up a formal option for you to run for the ninety days on the basis of \$175.00 an acre, with 15% commission to yourself upon payment to us of \$1000. as option money only. In other words, the cash payment of \$1000.00 will apply on the purchase price if the option is exercised, and if the option is not exercised, the \$1000.00 will remain the property of Sloss and Gerstle as liquidating damages. When the writer was recently in San Diego he talked with Mr. Ed Fletcher, Jr. along these same lines, and also at that time gave our reasons for believing that our price of \$175.00 was more indicative of the value of the property than the \$100.00.

Yours very truly,
SLOSS AND GERSTLE



EKP:APG

January 27, 1951.

Sloss & Gerstle,
310 Sansome Street,
San Francisco, California.

Attention Mr. E. K. Pedler.

My dear Mr. Pedler:-

On second thought, after writing you yesterday, I want to give you the picture as I see it.

Every daily newspaper in this town is backing Savage for the construction of Mission Gorge No. 2, about a mile up the river East of your property. If that dam is built, Mission No. 3 will never be built. Five or six engineers have recommended Mission Gorge No. 2, including Mr. Freeman.

On the other hand, Mission No. 3, which I own, has been endorsed by a number of engineers. If Mission No. 3 is built, about thirty-five acres of your land will be flooded, as I remember, but to have the lake there will add tremendously to the value of your property outside the reservoir.

In order to have any change whatever of winning out, we have got to submit a definite proposition for the lands within the reservoir site and know what the exact cost is, and I believe that we can, by negotiation, get you a water right on the balance of your land for domestic purposes, if we can get an option from you immediately covering the lands within the reservoir site.

If Mission No. 3 proposition does go through, they will condemn your land and you will never have any water rights for the balance of your land. You could afford to give the thirty-five or forty acres that would be flooded to the city in consideration of a perpetual water right from the city for the balance of your land.

I don't say that I can get this, but I believe it can be put over if we can interest the city at all in Mission No. 3, and it's now or never. Within the next week or two weeks, in my opinion, the question of whether we ever build

SLOSS & GERSTLE
ALASKA COMMERCIAL BUILDING
310 SANSOME STREET
SAN FRANCISCO, CALIFORNIA

January 30th 1931.

Sloss & Gerstle
#2.

Jan, 27, 1931.

at Mission No. 3 or not will be decided.

If you are uncertain as to my advice in this matter, ring up such men as A. E. Chandler, prominent engineer of San Francisco, Attorney General U. S. Webb, Frank Keesling, R. C. Force, President of the Caterpillar Company, or Herbert Fleishacker, and find out whether you can depend upon my judgment or not.

Hoping to hear from you by return mail, and with kind personal regards,

Sincerely yours,

P. S. I do hope we get a wire from you in answer to this letter, as time is of the essence. It will be twice as easy for you to sell the balance of your land at a much higher price, once you have the water question settled for your lands. The only thing that we can possibly get is a perpetual agreement from the city to give you the same rates that are charged inside the city limits.

EF/RC

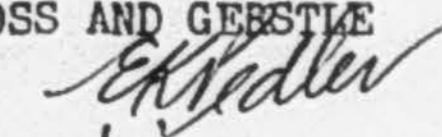
Mr. Ed. Fletcher,
1020 Ninth St.,
San Diego, California.

Dear Mr. Fletcher:-

Your letter of the 27th has been received and we have known for sometime the ideas of Mr. Savage in connection with the site #2, but you seemingly have overlooked in your letter the contract which we have already with the City of San Diego allowing us to take water out of the pipe line which crosses our property to the extent of 75 gallons per minute. In other words our land already has the City of San Diego water on it.

In quoting the price in our letter of the 22nd we only had in mind the fact that the whole matter was one of speculation, and if there is any speculation we, of course, can afford to take it as well as anyone else, but if you have an actual cash buyer for the property who would, within ten days, be prepared to pay the full purchase price of the property, \$100.00 net per acre would look attractive, but that should be considered for cash only at this time and not at some future date. The land values are growing, and we would suggest that if you are interested you send us a telegram, and we will promptly forward the papers to any bank you designate in San Diego, but if we reduce the price to \$100.00 per acre, it is for cash only, not for option.

Yours very truly,
SLOSS AND GERSTLE



EKP:APG

SLOSS & GERSTLE
ALABAMA COMMERCIAL BUILDING
1110 SANSOME STREET
SAN FRANCISCO, CALIFORNIA

February 4th 1931.

February 2, 1931.

Sloss & Gerstle,
310 Sansome Street,
San Francisco, California.

Attention Mr. E. K. Pedler.

My dear Mr. Pedler:-

Answering yours of the 30th of January, will say that I am glad to know that you have a domestic water supply for your lands. This helps to solve the situation.

Evidently you don't understand just what I am trying to do. One large element in San Diego want to build the dam at Mission Gorge No. 2, a mile above us, first. This puts us out of the running forever, as far as building No. 3 and flooding your land and ours, is concerned. Another large element want to build El Capitan ten or fifteen miles above. It is possible to effect a compromise and settle on No. 3.

Only 35 to 40 acres of your land would be flooded by the building of No. 3 but almost all of your land would be looking down upon a lake, which would greatly enhance the value of the balance of your land.

All I am trying to do is to assist the city in acquiring this dam site and reservoir site, and, when I tell you that I am offering to the city, through the District, my dam site, and all the lands which we control that will be flooded, for \$40,000.00, you can get some idea that it is a sacrifice here. We are only getting about \$50.00 an acre for our land. With the core drillings, surveys, work and land plus 6% interest, we are selling for \$40,000 what cost us \$60,000.

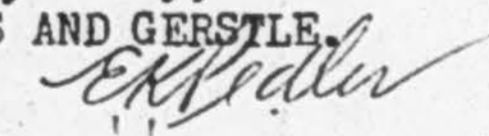
My suggestion is that you sell the lands that will be flooded for \$100.00 an acre and it will add \$100.00 to \$200.00 an acre to the value of the lands that you keep.

Mr. Ed Fletcher,
#1020 Ninth St.,
San Diego, California.

Dear Sir:-

Referring to yours of February 2nd, will you be good enough to send us a map showing just where the thirty five acres of our property are which are to be submerged under the #3 project. We take it from reading your letter that what you want us to do is to give you an option on this thirty five or forty acres of land at \$100.00 an acre net to us. Or are we to assume that this option should be given to the City of San Diego direct by ourselves at the \$100.00 per acre? We would not care to commit ourselves to giving this option until after we look over your map. We appreciate that there is uphill work under the present city management for you to make much headway with the #3 project, but we understand it has many engineering advantages. You might let us hear from you in this respect also.

Yours very truly,
SLOSS AND GERSTLE.



EKP:APG

Sloss & Gerstle
#2.

Feb. 2, 1931.

We want to present a complete proposition to the city and there is only one other party besides yourself who has to be considered. The other party has signified his willingness to play the game and take \$100.00 an acre for the lands that will be flooded.

I hope to get everything in black and white within the next ten days from everybody.

With kind regards and hoping to hear from you favorably by return mail,

Sincerely yours,

EF/RC

ALBERTA COMMERCIAL BUILDING
210 S. VAN HORN STREET
SAN FRANCISCO, CALIFORNIA

February 4th 1931.

Mr. Ed. ...
San Diego, California.

Dear Sir:-

Referring to your letter of February 2nd, will you be good enough to send us a map showing just where the thirty five acres of our property are which are to be submerged under the #3 project. We take it from reading your letter that what you want us to do is to give you an option on this thirty five or forty acres of land at \$100.00 an acre net to us. Or are we to assume that this option should be given to the City of San Diego direct by ourselves at the \$100.00 per acre? We would not care to commit ourselves to giving this option until we have looked over your map. We appreciate that there is uphill work under the present city management for you to make such headway with the #3 project, but we understand it is the very engineering advantage. You might let us hear from you in this respect also.

Yours very truly,
SLOSS AND GERSTLE

EF:RC

February 6, 1931.

Sloss & Gerstle,
Alaska Commercial Building,
510 Sansome Street,
San Francisco, California.

Attention Mr. E. K. Pedler,

Gentlemen:

Answering yours of the 4th,
enclosed find map showing lands that will be flooded,
approximately 23.5 acres.

If I were owning the property, I
should feel that the city should acquire the 65 acres
as shown on the map. I am not dealing directly with
the city, but thru the La Mesa Irrigation District.
A compromise is being effected between the La Mesa
District and the city. The city officials have told
the La Mesa District that if any compromise is made
they want to get control of the entire river, and
eliminate both the district's and our holdings, as well,
however, thru the district.

The people have voted the money to
build El Capitan dam and the bonds are ready for sale.
There is a fight on whether it should be built at
Mission Gorge No. 2 and the money transferred for that
purpose, or at El Capitan. No one is seriously consider-
ing the building No. 3 at the present time, the one I am
interested in, and if built would flood a portion of
your land. In my opinion it will not be built for ten
or twenty years, but if we can sell out and clean up now
so much the better.

You do not realize the value of the
rest of your land by having a view of the lake, looking
up that canyon for nearly a mile, and with your agreement
with the city for water, you would be sitting pretty and

ought to get anywhere from \$300 to \$500 an acre for the balance of your land, whereas if there is no dam there it is of little value, because the domestic water that you would have the right to purchase will cost you nearly 30 cents a thousand gallons, which is entirely too expensive for anything but domestic service.

You could well afford to give this land for nothing if they would guarantee to build the dam within the next two or three years, but I am not asking this. I am asking you to play the game with me in an attempt to present and sell Mission Gorge damsite No. 3 and all the lands up to No. 2, at a price that will be satisfactory, and we get our money. Considering the expenditures I have made in core drilling, surveying, etc. outside the purchase of the property, I am only getting about \$50.00 an acre for my lands within the reservoir site, but it is anything to clean up and get cash if it can be done.

Will you kindly give me an option until the 1st of July next to purchase either the 23.5 acres or the 65 acres along your north line, at \$100.00 an acre, net to you, and I will work thru the District to have this all included in the compromise which they are trying to work out.

Yours very truly,

EF:KLM

*For Correspondence
see Sloss & Gerstle*

AGREEMENT FOR EASEMENT AND RIGHT OF WAY.

....., party of the first part,
CITY OF SAN DIEGO, party of the second part,

THIS AGREEMENT made and entered into this ____ day
of _____ 1925, by and between

....., party of the first part,
and the City of San Diego, a municipal corporation, the party
of the second part,

WITNESSETH:

For that whereas, the party of the second part
is a municipal corporation located in the County of San Diego,
State of California and is the owner of a certain water system
for the development, impounding and distributing of water for
municipal purposes in the City of San Diego in said state; and

Whereas, said second party is, for the purpose of
improving its water system and increasing its capacity and
facilities for impounding and conserving and distributing water,
desirous of putting in an additional water main to pass over
and across the lands of the party of the first part, hereinafter
described, NOW THEREFORE

It is hereby agreed by and between the parties hereto
that the party of the second part shall have, and it is hereby
granted, the Right of Way for said pipe line, and the right to
the use of the lands hereinafter described, together with the
right of ingress and egress for the purpose of making surveys,
locating, putting down, constructing, reconstructing, maintaining,
operating and repairing of said pipe line and taps thereon, to
said second party, and for all other purposes and uses as are
or may become necessary and incidental to the construction,

maintenance and operation of said city's pipe line, and to its
successors and assigns forever.

Said Right of Way and easement to pass over and through

.....
.....
in the County of San Diego, State of California, and extend for a
width of ten feet on each side of the following described line,
to-wit:

Beginning _____

This Agreement on the part of the party of the first part
is made upon the following conditions and stipulations, to-wit:

That the said party of the second part shall extend one
of its water pipes to be so located as to do the least damage
consistent with good engineering, and wherever any property shall
be destroyed or damaged it shall be paid for at its actual value.

That the said party of the second part shall install
Two taps Two inches in diameter from said pipe line, at the
expense of the party of the first part, from which water shall
be drawn by party of the first part at the same rate, and subject
to like conditions, rules and regulations as those fixed and made
applicable from time to time to other consumers obtaining supplies
of water from said pipe line.

That the party of the first part agrees to erect no
buildings and plant no trees upon the right of way hereinabove
described.

And it is further agreed by the party of the second part
to cover said water pipe, where the same is placed beneath the
surface of the ground, to a depth of not less than 18" to 2 ft.,
leaving the best soil on top, where so desired by party of the
first part and requested in writing before the installation of
the line.

It is mutually understood and agreed by parties hereto that in the event the party of the second part fails to install and place the said main water pipe line as hereinabove provided, across the above described real estate on or before the 1st day of August, 1927, then this agreement of easement shall cease and determine and become void, and be of no force or effect.

IN WITNESS WHEREOF party of the first part has hereunto set _____ hand, and a majority of the members of the Common Council of said City of San Diego have hereunto set their hands as and for the act of said City, the day and year first hereinabove written.

BY

CITY OF SAN DIEGO

Ed Fletcher Papers

1870-1955

MSS.81

Box: 21 Folder: 6

General Correspondence - Pedlar, E.K.



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