Col. Fletcher:-

In regard to your purchase of a + interest in the Barnett property from Mr. Treanor will say that you took over this property from Mr.Henshaw for \$8000, so you will owe Mr, Treanor \$2000 for the ‡ interest.

If you credit this amount on Mr. Treanor's Syndicate account you might let this amount apply on the next payment made to the Southern Trust and Commerce Bank on the note they hold. Have attached a statement showing Mr. Treanor owes you \$308.26 to June 1st. so by deducting this account you would owe him \$1691.74, unless you intend to pay 1 of interest he advanced since Jan.1/22.

Kate.

Office June 6, 1922

Kate:

I have bought a one-half interest in the Barnett property instead of one-fourth. How much do. I owe Treanor, and how is it to be handled. Let me have a letter on this subject.

E.F.

John Treanor-Syndicate account-Ed. Fletcher Co. Dr.

Feb.1/22 To E.O.Cary -3/4 Int. On Bryan \$7000 note to 5/2/22. \$ 91.88 " W.G.Henshaw-3/4 Int. Hermens \$1000 note-1/1 to1/12. 1.61 and 3/4 Int.on Woolsey \$500 note 1/1 to 1/20/22. 1.58 "S. Trust & C.Bank 3/4 Int.Barnett P.note 1/1 to2/8/22. 46.25 "E.E.Nulton 1/2 Int.on \$2500 note 1/1 to 2/15/22 10.70 15 "Merchants Nat. Bank 1/2Int.\$6500 Carroll N/1/1 to3/9/ 42/98 Mar 10 " County Recorder-recording mortgage to W.G.Henshaw 15.60 Apr.7 " Merchants Nat. Bank 3/4 payment on Carroll note\$750-26.53.776.53 and int. from 3/9 to 4/7/22. "Jos. Summers 3/4 int. on Wakeham notes 1/1 to 4/1/22 112.50 "San Diego Savings Bank 3/4 Int.\$1000Hermens N. to4/12. 13.12 13 "Merchants Nat. Bank for revenue 461& Collection feel.75, 19 on draft for Summers paymt-Wakeham note. 2.21 20 "Jos.E. Summers ck 3/4 payment on Wakeham note 2250.00 May 1 "Southern T.& Commerce Bank 3/4 Int.on \$10000 note-Barnett Property 2/8 to 5/1/22. 102.50 "O.B.Cary 3/4 Int. Bryan P.note from 5/2/22 to 2/2/23. 275.62 9 "Jos. Summers 3/4 paymt on note \$1500 & int.3/4 on \$5000-4/1 to 4/20-& 3/4 Int. Bal. \$2000-4/20 to 5/4. 1516.87 "L.G.Stevens-3/4 int/\$10900 note 1/1 to5/1/22. 190.75 12 "Mrs.G.D. Stevens 3/4 paymt on \$1300 bal.due-\$225.00 & 3/4 int. on same 1/1 to 5/10/22. 249.45 24.45 15 "E.S.Payne-3/4 int.on Bowman note 1/1 to 5/15/22 24.43 21.88 5746.46

"E.E.Nulton 1 int.on note 2/15 to 5/15/22.

Credits.

Feb.37	By L.Bryan ck 3/4 rent of house for Feb.
	"F.Loveland " " " "Anderson house"
Mar 4	"L.Bryan 3/4 rent \$3.75 F.Loveland 3/4 rent \$3.75 Max
Apr.7	"J.Treanor draft 3/4 payment on Carroll P.note.
and the second	"F.Loveland ck 3.4 rent\$3.75-L.Bryan 3/4 rent\$3.75 Ay
May 9	" check 3/4 Int.Barnett \$102.50-Bowman \$24.43-Bryan- \$275.62-G.Stevens \$24.45-L.Stevens \$190.75 and 1 on Nulton Int.\$21.88 -3/4 Paymt on Wakeham P. Note \$1500 & int. \$16.87 total
12	"check 3/4 of \$300 Pt. on G.D. Stevens N.\$225 & int.
16	"E.Stratton 3/4 of \$3.00 pd.for wood Pr. Loveland. "L.Bryan 3/4 rent \$3.75 -F.Loveland 3/4 rent\$3.75-Mag " J.Treanor draft 4/17-3/4 Pt.J.Summers-Wakehan note
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\$ 3.75 3.75 7.50 r. 750.00 7.50 pr.

> 2156.50 249.45 2.25 7.50 2250.00 5438.20

August 5, 1924.

Mr. Shropshire:

I wish you would check up with Miss Fletcher. She wants to know what we still own around Lake Hodges.

I still own an undivided interest and Treanor . an undivided half interest in the Tom Carroll property which was not sold to Townsend.

Also a piece of the Jim Carroll - that point out in the center of the lake - that I own individually.

Show her the property that we sold to Townsend and then show her the property that I sold to Griffith Henshaw which includes part of the Jim Carroll, Nulton and all the Barnett property west of the highway excepting the 40 acres.

I still own an undivided one-half interest or rather Taylor owns a half interest and Treanor a half interest in the 40 acres west of the highway and north of the bridge. Taylor and Treanor also own an undivided half interest in all those lands east of the paved highway on the Barnett property, 46 acres, I believe, excepting that sold to Evans and Ashby and his con-in-law.

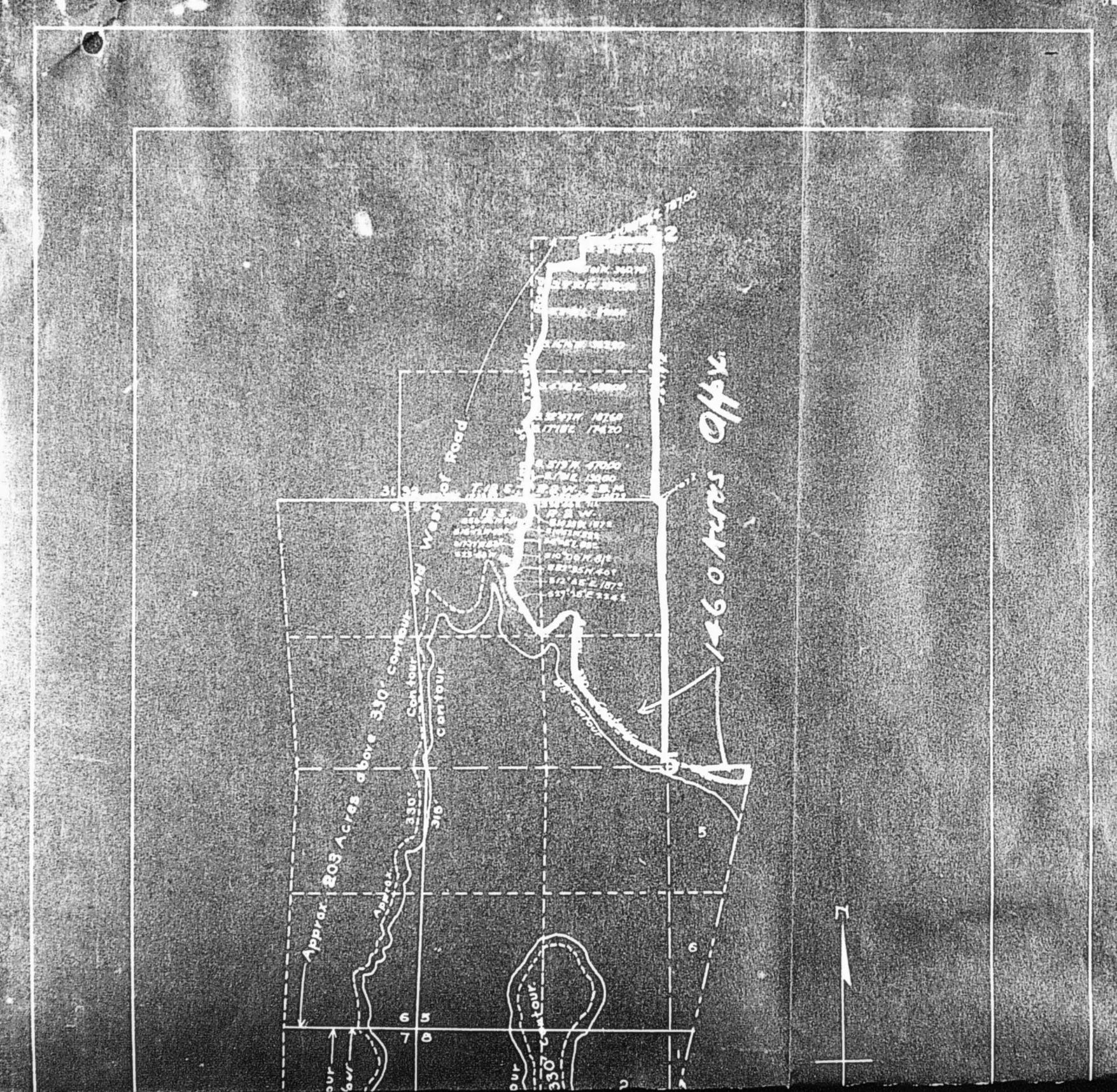
Please get her straight on this property.

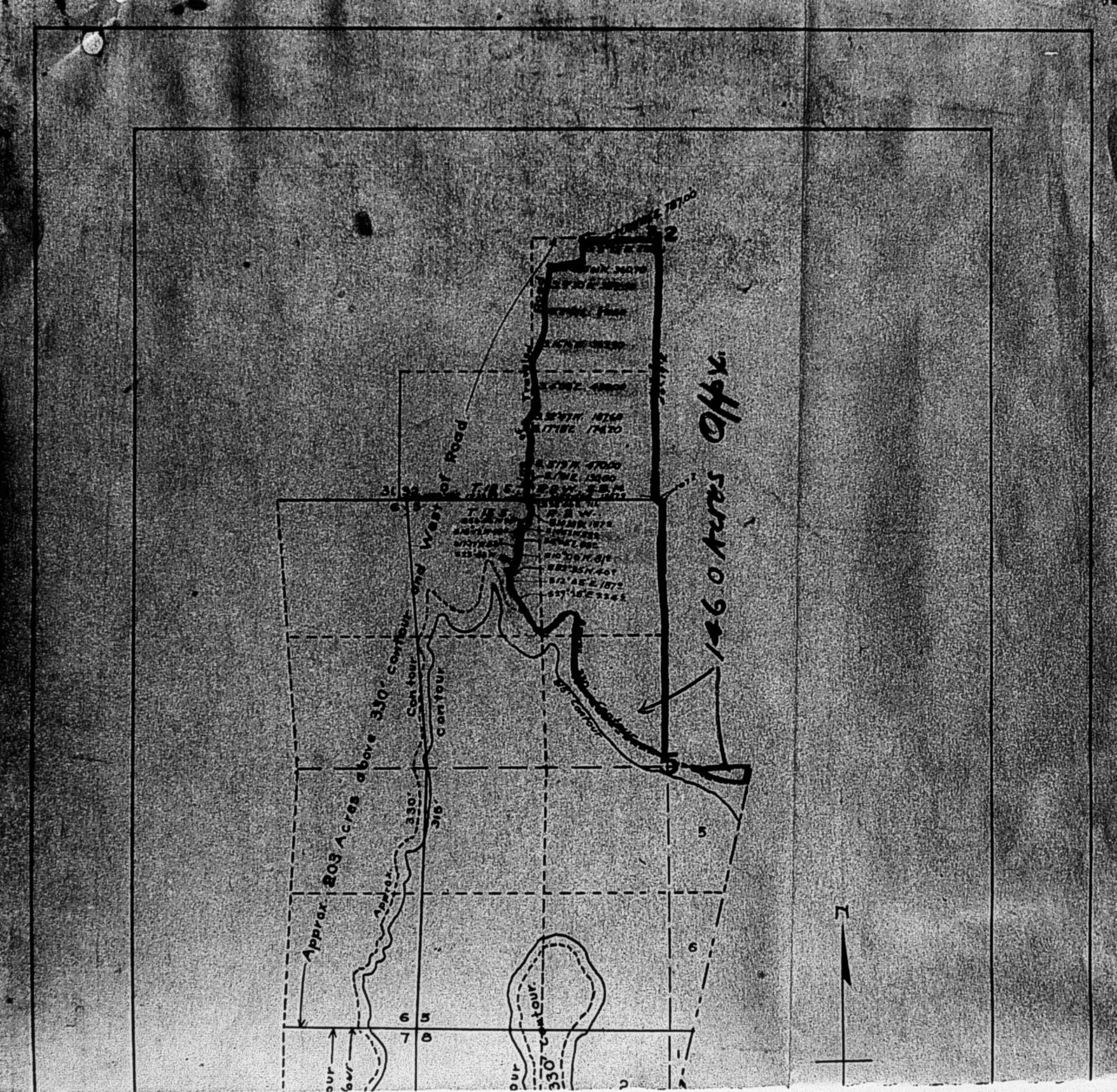
E.F.

Description of that portion of the Jim Carroll Lands lying North of the Lake Hodges Reservoir Site and Hast of the Road from Hodges Dam to Escondido.

All that portion of the Northeast quarter of Southwest quarter, and the South half of Southwest quarter of fractional Section 32, Township 12 South, Range 2 West, S.B.H., the Horthwest quarter, the Northeast quarter of Southwest quarter and Lot No. 5 of fractional Section 5, Township 13 South, Range 2 West, S.B.H. lying above the 330 foot contour line above sea level U.S.G.S. datum, contiguous to the Lake Hodges Reserveir Site, and Easterly of the following described line, said line

Beginning at a point on the North Line of said Southwest quarter of fractional Section 32, Township 12 South, Range 2 West, whence the Hortheast corner of said Southwest quarter bears Horth 89° 56' Hast 787.0 foot; thance South 3° 27' West 229.71 feet; thonce South 80° 01' West 360.70 foot; thence South 9° 30' West 329.50 feat; thonge South 2º 07' Baut 291.60 feat; thonge South 16° 16' Wost 362.90 feat; thence South 4° 08' East 438.00 feat; thence South 32° 47' West 137.60 feet; thence South 17° 28' East 174.20 fost; thence South 3º 19' West 470.00 feet; thence South 1º 01' Hast 130.00 foot; thomes South 38º 45' Bast 71,10 foot; thonce South 14° 35' West 137.0 feat; thonce South 56° 56' West 94.0 feet; thence South 10° 52' West 55.0 feet; thence South 15° 12' West 49.0 fest; thence South 4º 05' Hast 63.0 foot; thence South 17º 17' West 52.0 fest; thence South 10º 06' West 81.0 fest; thones South 23° 53' West 111.0 fest; thence South 82° 35' West 40.0 fost; thence South 12º 35' East 187.0 fost; thence South 29° 25' Bast 224.6 foot to a point on the said 330 foot contour lino; thence following the said 330 foot contour line in a general Southeasterly direction to its intersection with the Westerly line of the Rancho San Bermardo. Containing 146 acres more or Less.





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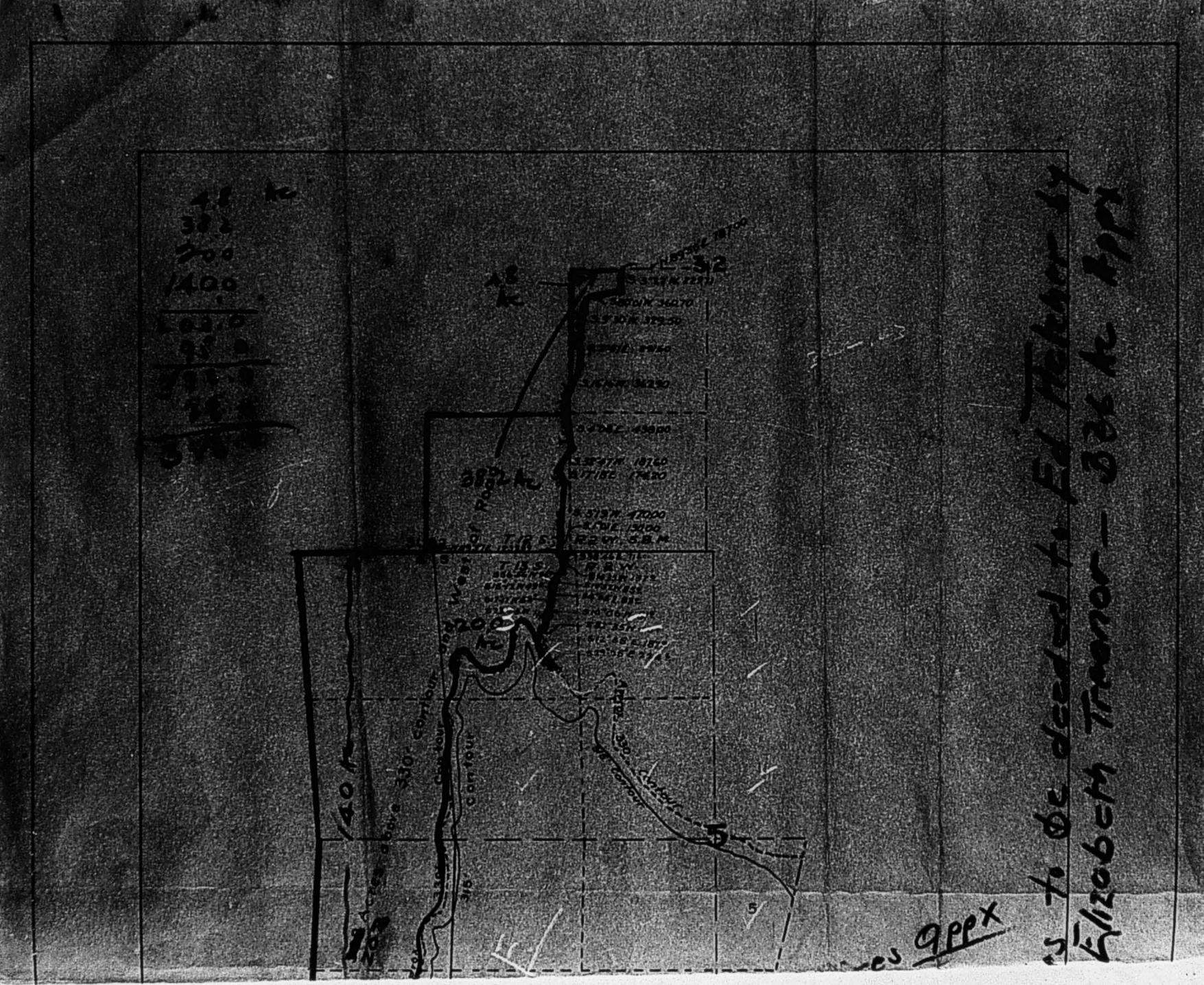
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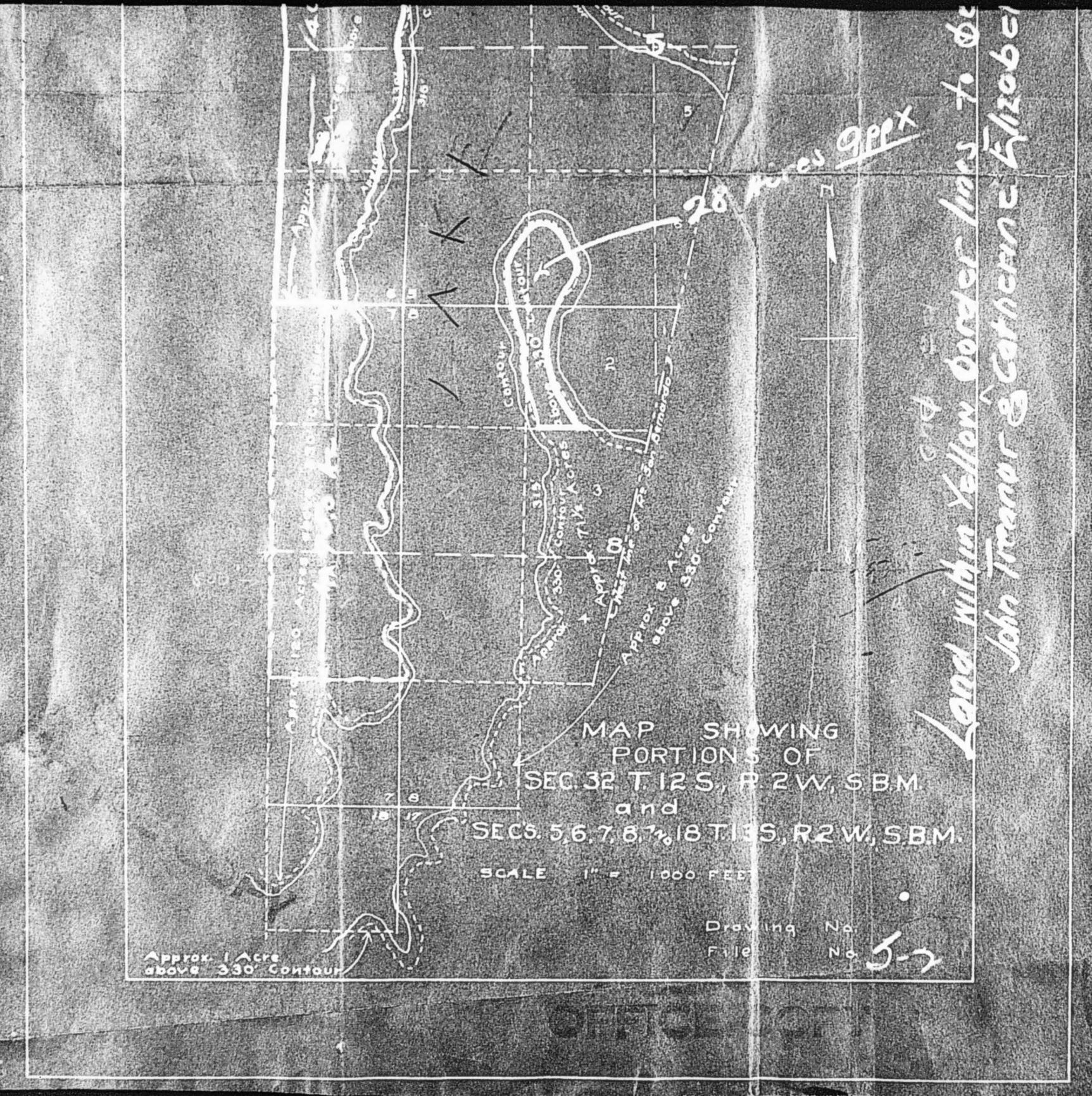
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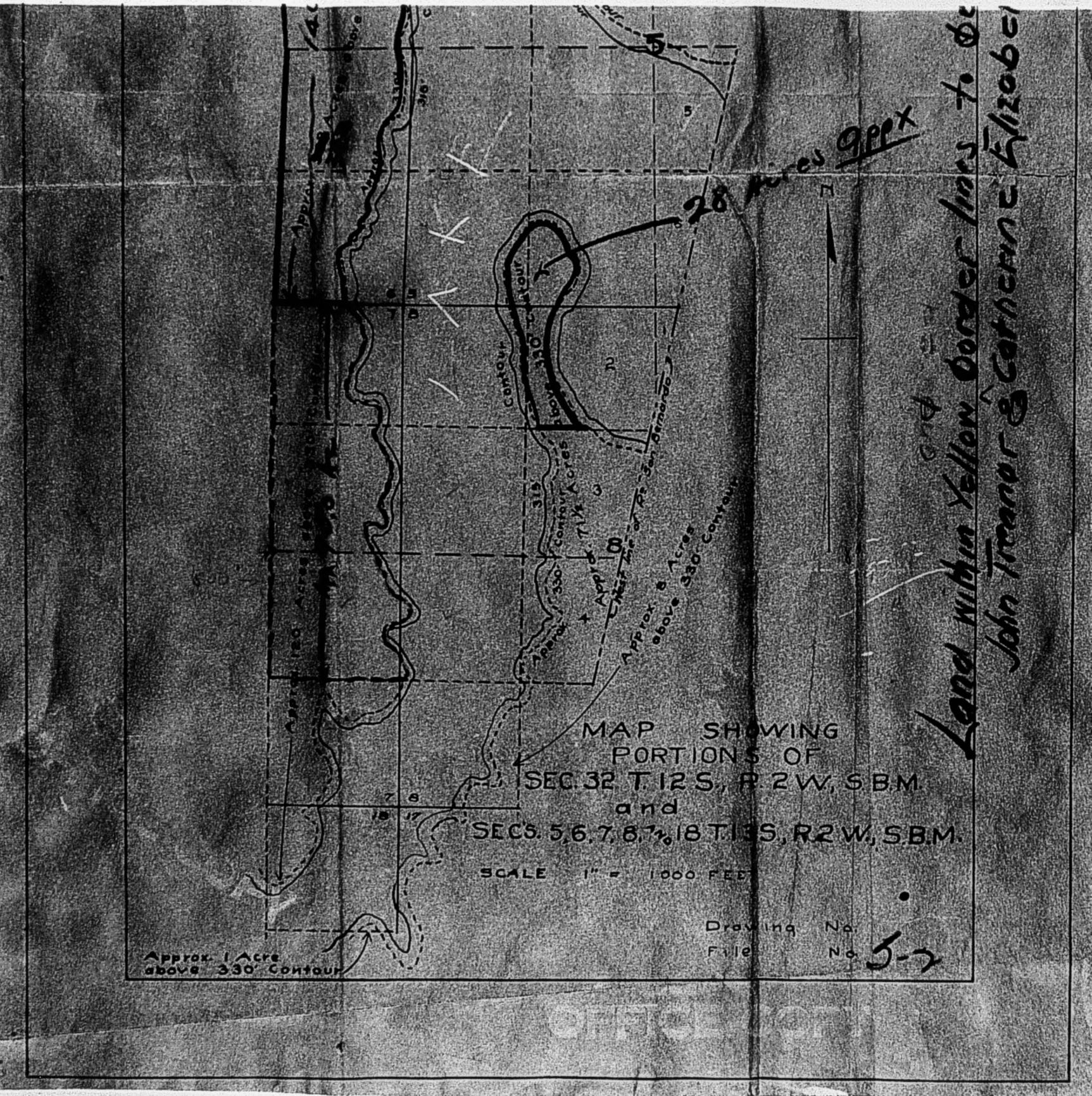
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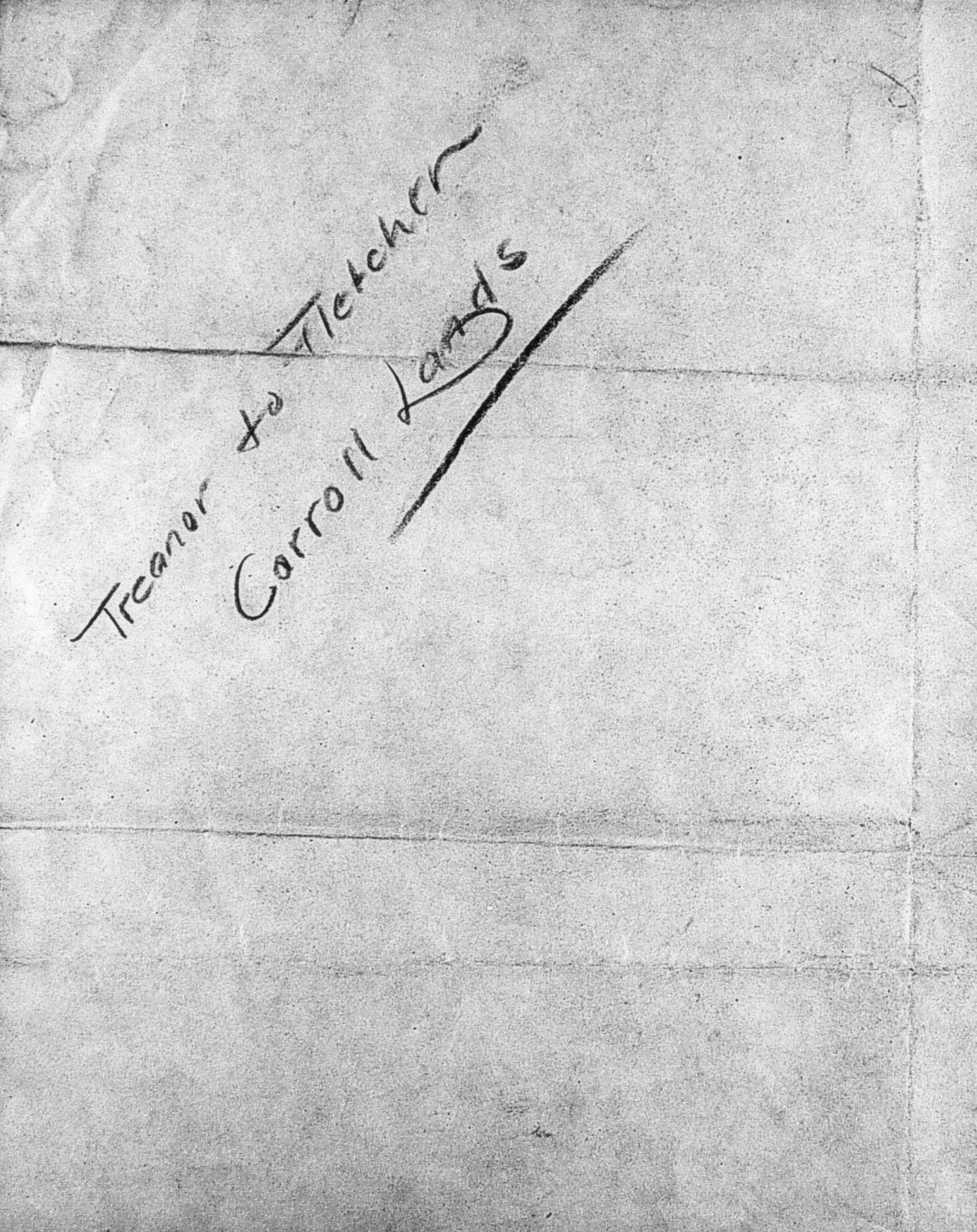
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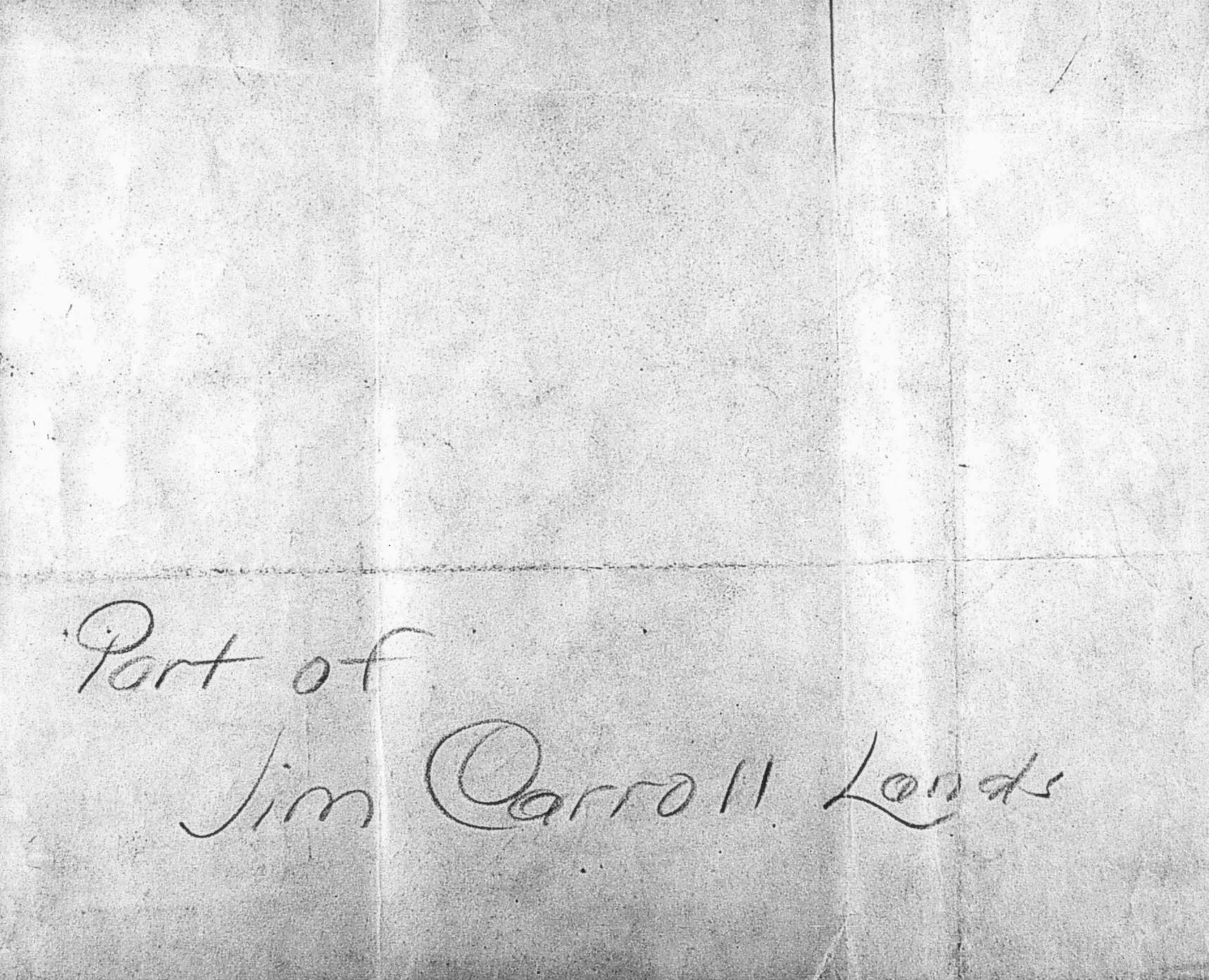












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All that portion of the East half of the Hortheast quarter, the Hortheast quarter of the Southeast quarter of Section 7. Paraship 13 South, Range 2 West, S. B. H. and the Southwest quarter of the Horthwest quarter, the Horthwest quarter of the Southwest quarter of Soction 8, Township 13 South, Range 2 West, S. B. H., lying westerly of and above the 330 foot contour line above see level, United States Geological Survey datum, contiguous to the Lake Hodges reservoir site.

To Have and to Hold the above Quitclaimed and described premises unto the said Grantee..... heirs and assigns forever..... our Witness......hand...and seal....this.... Signed and executed in presence of Gatherine Elizabeth Tranov

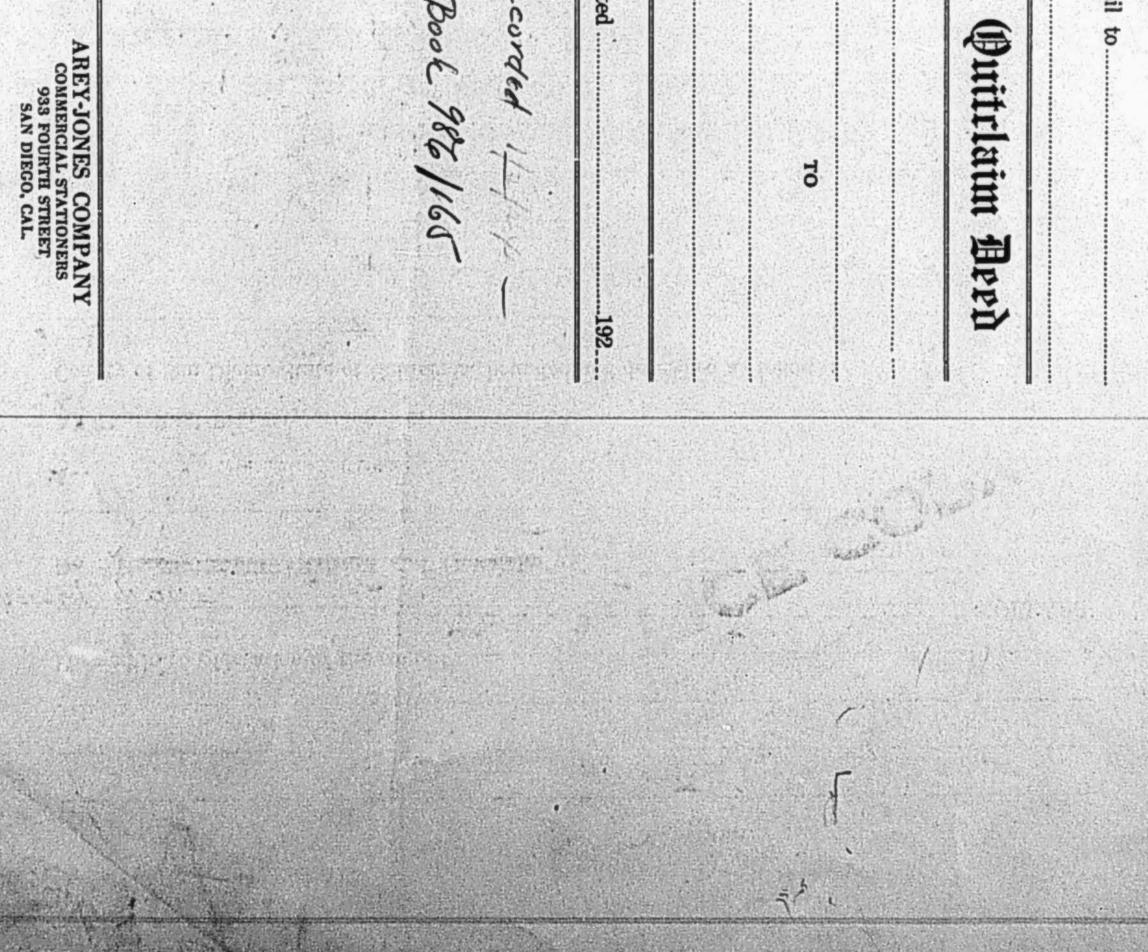
State of California, County of San Diego,

a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared.

known to me to be the person.... described in and whose name.....subscribed to the within instrument, and acknowledged to me thathe.... executed the same.

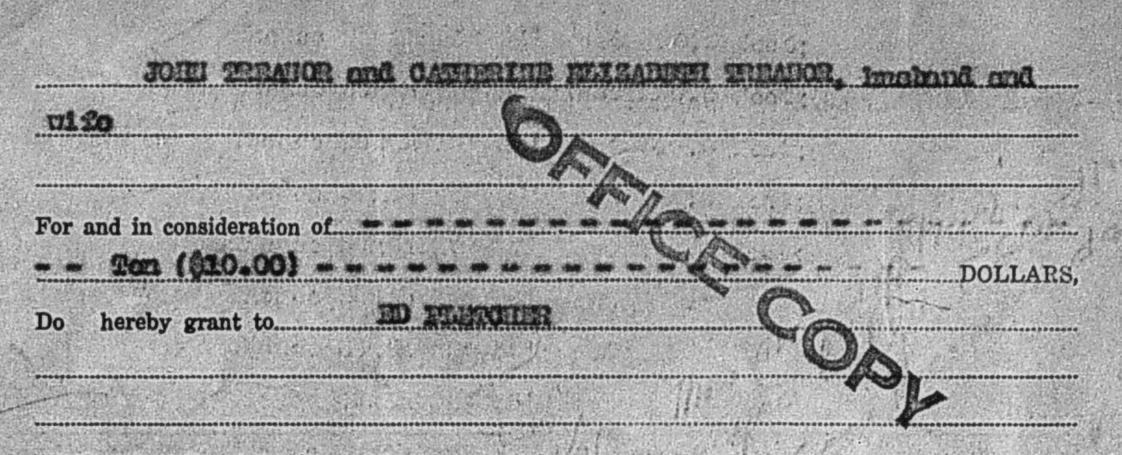
In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, at my office, in said County of San Diego, State of California, the day and year in this certificate first above written.

Notary Public in and for the County of San Diego, State of California.



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All that Real Property situated in.....

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County of Son Diego , State of California, bounded and described as follows:

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(All of that portion of the Hortheast quarter of the Southwest quarter and the South half of the Southwest quarter of fractional Section 32, Township 12 South, Range 2 West, S.B.M., the West half of Northwest quarter and the Northwest quarter of Southwest quarter of fractional Section 5, Township 13 South, Range 2 West, S.B.M., the East half of Northeast quarter and the East half of Southeast quarter of Section 6. Township 13 South, Range 2 West, S.B.M., lying above the 330 foot contour U.S.G.S. datum, contiguous to the Lake Hodges Reservoir site, and Westerly of the following described line, said line beginning at a point on the North line of the aforesaid Southwest quarter of fractional Section 32, Township 12 South, Range 2 West, S.B.M., whence the Northoast corner of said Southwest quarter of said fractional Section 32 bears North 89° 56' East 787.0 feet: thence South 3° 27' West 229.71 feet: thence South 80° 01' West 360.70 feet: thence South 9° 30' West 329.50 feet: thence South 2° 07' East 291.60 feet: thence South 16° 16' West 362.90 feet; thence South 4° 08' East 438.00 feet; thence South 32° 47' West 187.60 feet; thence South 17° 18' East 174.20 feet; thence South 3° 19' West 470.00 feet; thence South 1° 01' East 130.00 feet; thence South 38° 46' East 71.10 feet; thence South 14° 35' Wost 137.00 feet; thence South 56° 56' West 94.0 feet; thence

3 South 10° 52' West 55.0 feet; thence South 15° 12' West 49.0 feet; thence South 4° 05' East 83.0 feet; thence South 17° 17' West 52.0 feet; thence South 10° 06' West 81.0 feet; thence South 23° 53' West 111.0 feet; ×thence South 82° 35! West 40.0 feet; thence South 12° 35! East 187.0 feet; thence South 29° 25' East 224.6 feet to a point on the said 330 foot con-tour; thence following the said 330 foot contour in a general, Southwestertour; thence following the said 200 root contour in a general, southwest ly direction to its intersection with the Southerly line of the aforesaid East hair or the Southeast quarter of Section 6. Township 13 South, Range 8 Wost, S.B.M. Palse all that portion of the South half of Southwest quarter of fractional Section 5. Township 13 South, Range 2 Wost, S.B.M., and the North half of Northwest quarter of fractional Section 8. Township 13 South, Range 2 West, S.B.M. Viying above the 330 foot contour, U.S.G.S. datum, contiguous to the Lake Hodges Reservoir site. 28 Act H To Have and to Hold the above granted and described premises unto the said Grantee..... heirs and assigns forever,_____ Witness our hands and seals this 12th day of september 1923 Synd John Treanor (BEAL) Catherine Elizabeth Treanor (BEAL) Signed and executed in presence of

STATE OF CALIFORNIA, } ss. County of San Diego.

On this______day of______Nineteen Hundred and

before me,

a Notary Public in and for said County and State, residing therein, duly commissioned and sworn. personally appeared ______

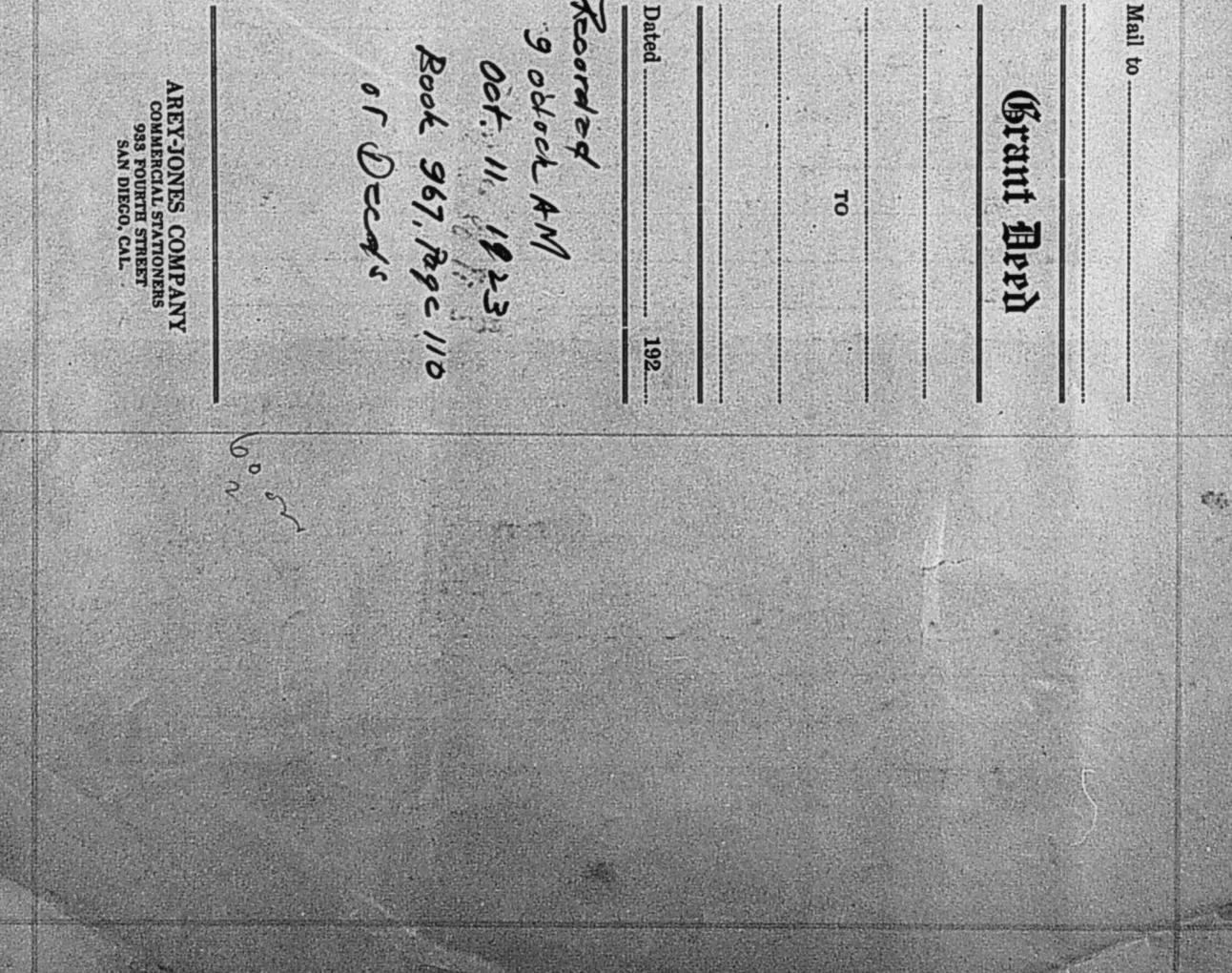
known to me to be the person.... described in and whose name......subscribed to the within instrument and acknowledged to me that......he......executed the same.

> IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office, in said County of San Diego, State of California, the day and year in this certificate first above written. Total Color

> > Notary Public in and for the County of San Diego, State of California

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Description of Eucalyptus Culture Company Tract.

All that portion of the Rancho San Bernardo in the County of San Diego, State of California, designated as "Parcel EL" in that certain deed of "William G. Henshaw and Hetty T. Henshaw, his wife, to John Treanor, a married man, and Ed Fletcher", dated Docember 30, 1921 and recorded in Book 875, page 404 of Deeds, Records of San Diego County, California, lying and being above the 330 foot contour line, United States Geological Survey datum, contiguous to the Lake Hodges Reservoir Site.

Description of the Chapman Tract above the 330 foot and below the

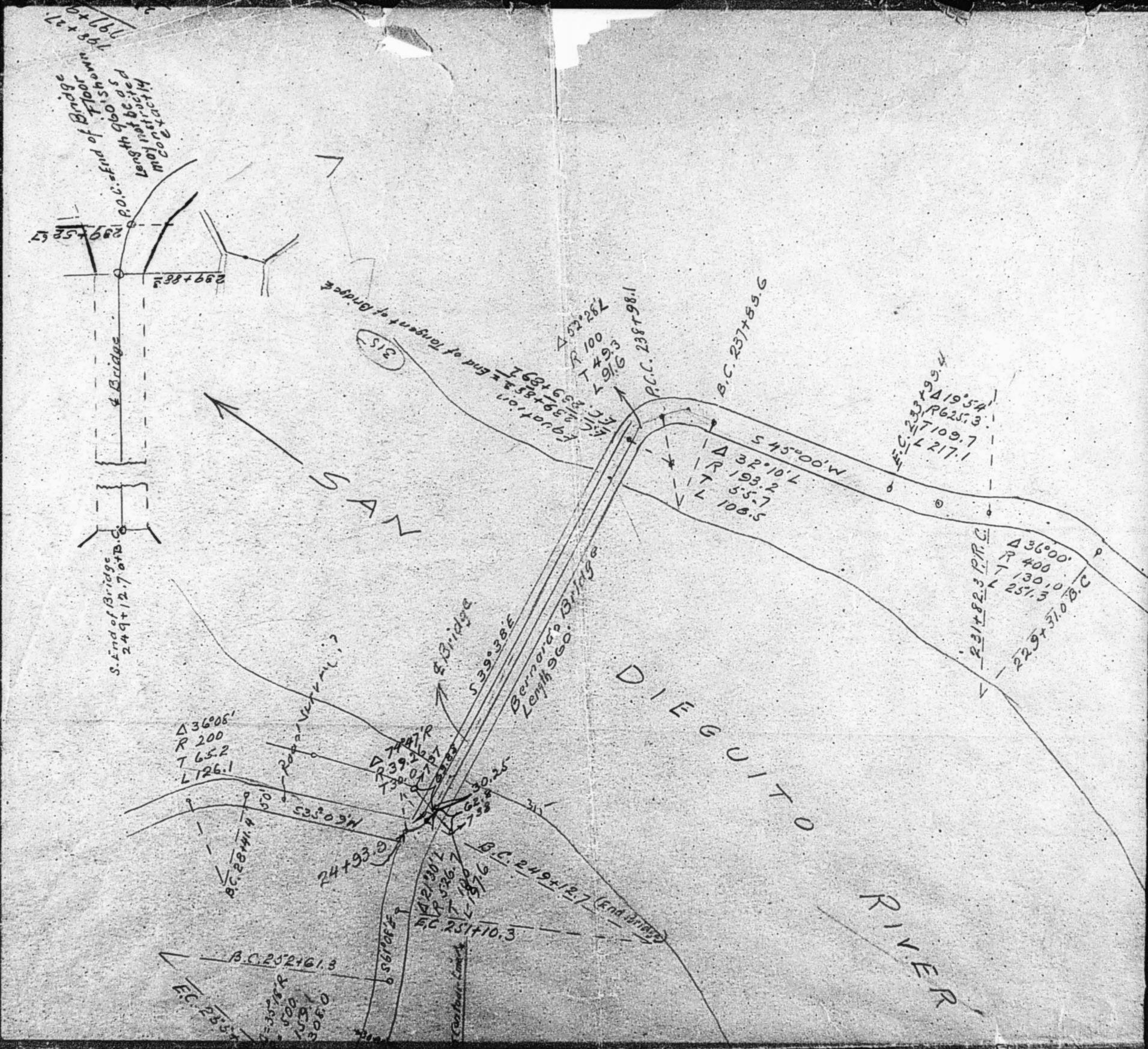
395 foot contour.

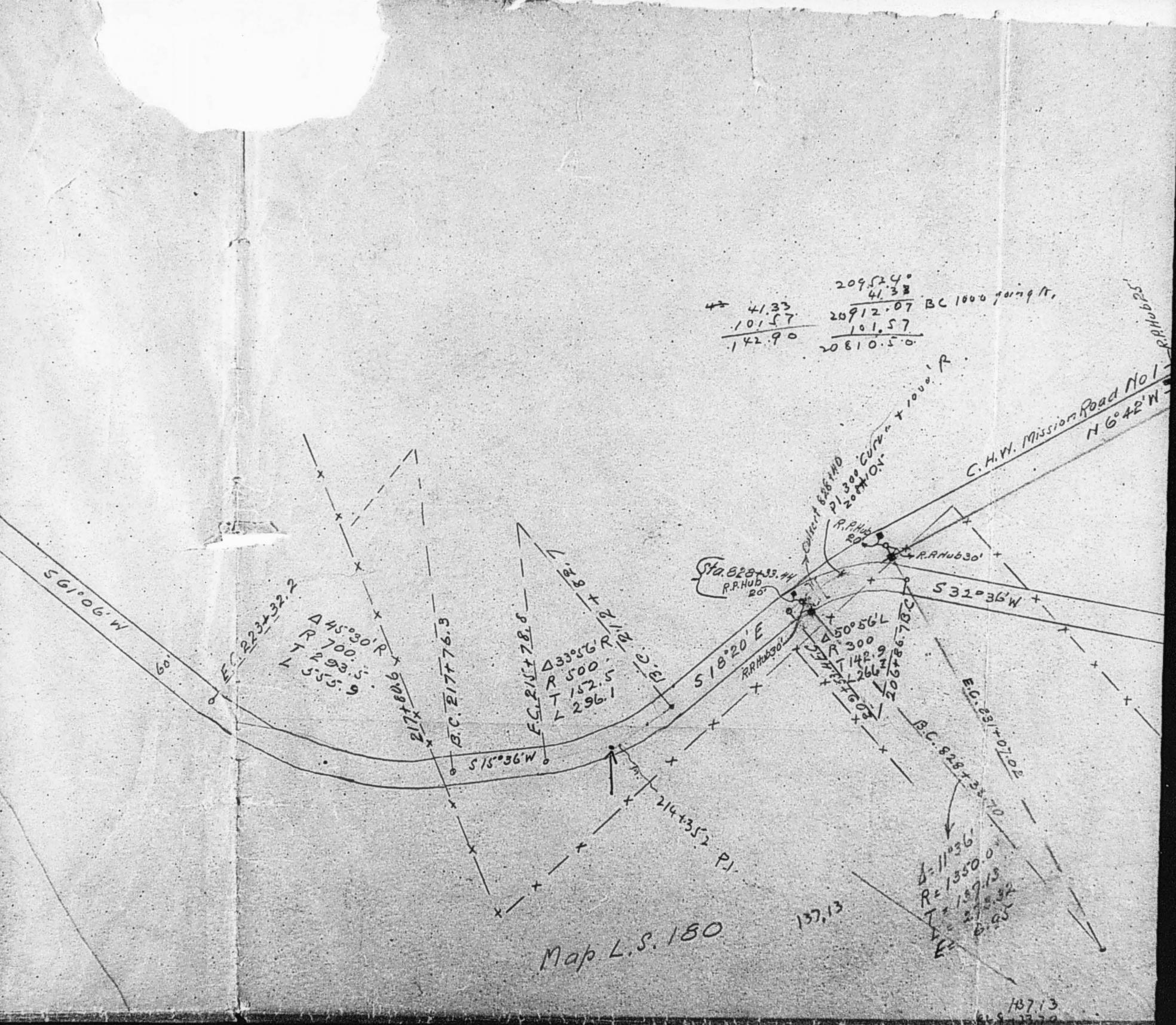
ALL that portion of the Rancho San Bernardo in the County of San Diego, State of California, and designated as "Parcel 19" in that certain deed of "Wm. G. Henshaw and Hetty T. Henshaw, his wife, to John Treanor, a married man and Ed Fletcher," dated December 30th, 1921, recorded in Book 875, page 404 of Deeds, records of San Diego County, State of California, lying and being above the 380 foot contour line above sea level, United States Geological Survey datum, contiguous to the Lake Hodges Reservoir Site.

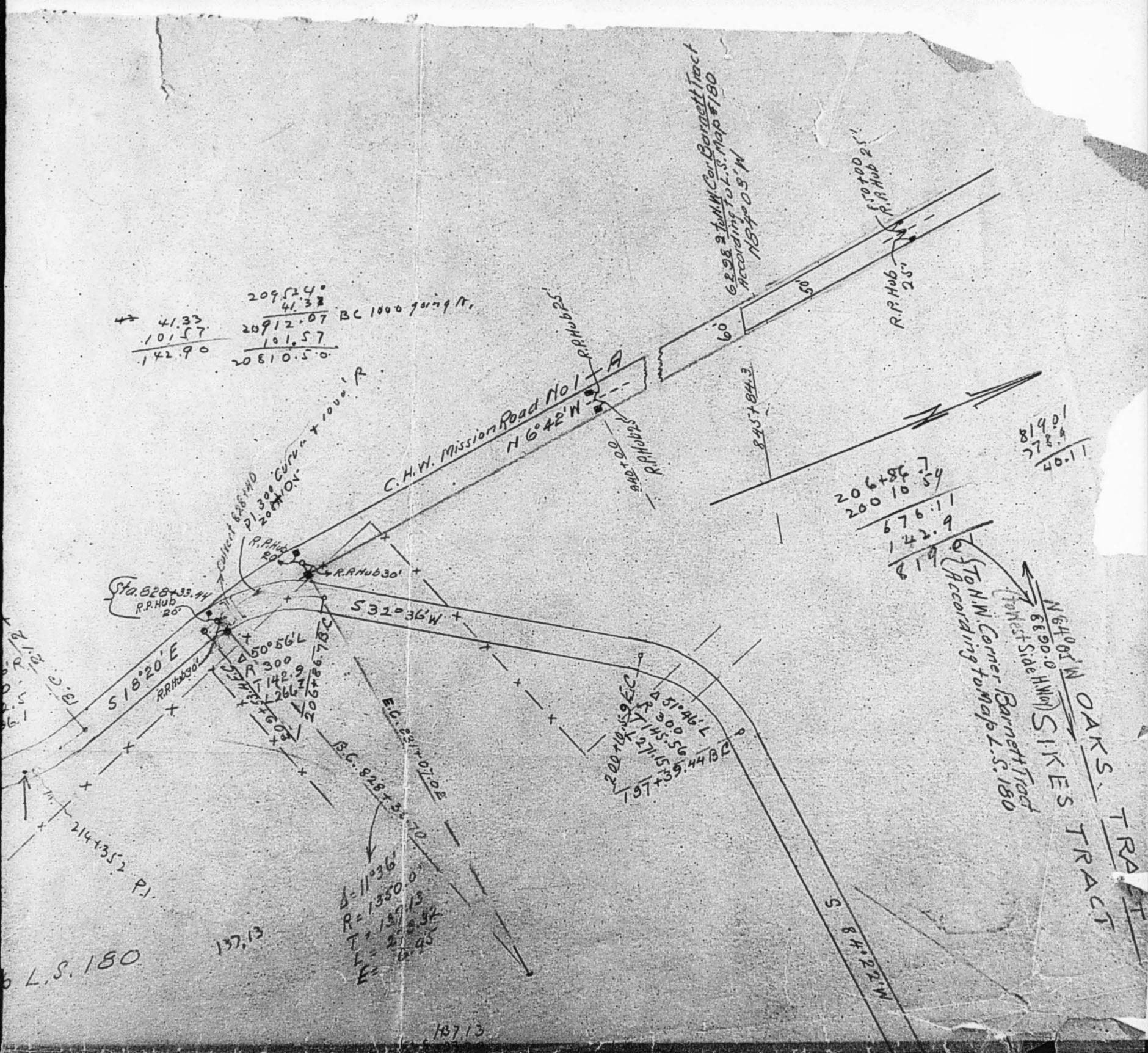
EXCEPTING therefrom all that portion described as follows:

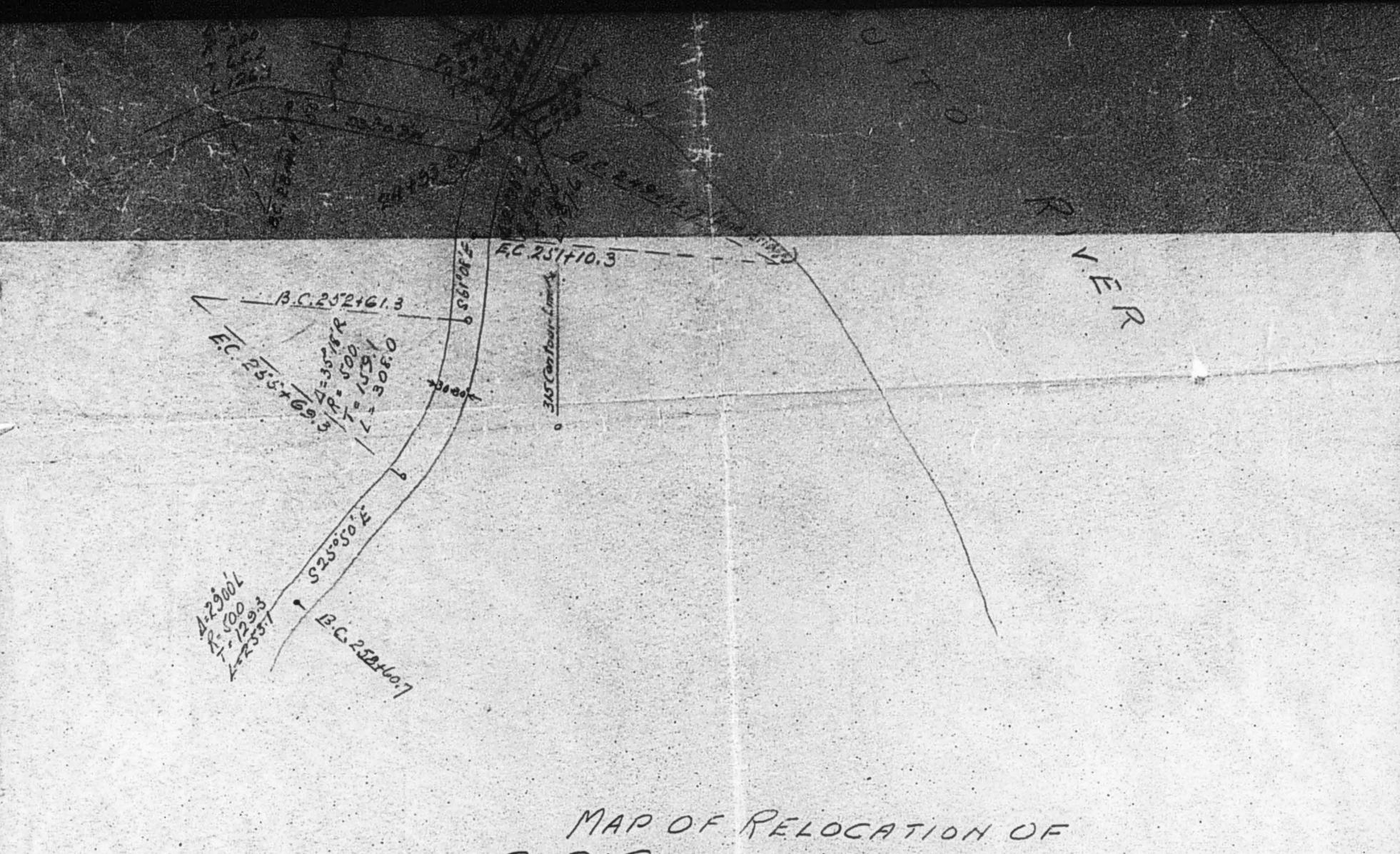
Beginning at a point in the Easterly line of the above mentioned tract designated "Parcel 19", whence a pipe monument at the Northeast corner of the said tract designated as "Parcel 19" bears North 11. 48' East, 678.25 feet; thence South 81. 55' West, 175.8 feet; thence South 63° 26' West, 285.05 feet; thence North 24° 07' East, 510.15 feet; thence North 2° 51' East, 98.65 feet; thence North 7° 46' West, 69.80 feet; thence North 26° 57' West, 56.40 feet; thence North 64° 04' West, 79.0 feet; thence South 83° 52' West, 106.32 feet; thence North 15° 43' West, 44.60 feet; thence North 42° 53' West, 83.11 feet; thence North 54° 51' West, 84.0 feet; thence North 58º 20' West, 61.90 feet; thence North 33° 37' West, 91.50 feet; thence North 65° 05' West, 57.50 feet; thence North 45° 49' West, 52.00 feet; thence North 50° 19' West, 184.78 feet; thence North 55° 23' West, 89.20 feet; thence North 41° 49' West, 135.34 feet; thence North 61° 36' West, 65.88 feet; thence South 87º 36' West 97.87 feet; thence North 56° 57' West. 122.10 feet; thence South 87° 31' West, 96.33 feet; thence South 52° 36' West, 169.75 feet; thence South 18° 33' West, 112.66 feet; thence South 83° 16' East, 68.89 feet; thence South 18° 46' West. 71.50 feet: thence South 57º 26' East 123.15 feet; thence South 54° 30' West, 193.56 feet: thence South 26° 13' West, 53.80 feet: thence South 18º 45' East, 77.07 feet; thence South 31º 17' East, 168.66 feet; thence South 20° 19' East 169.30 feet; thence South 12° 34' West, 126.60 feet; thence South 28° 44' East 67.22 feet; thence South 60° 01' East 69.40 feet: thence South 78° 50' West. 147.20 feet; thence South 8° 22' West, 65.57 feet; thence South 1° 04' East 318.70 feet; thence South 5° 30' East 100.90 feet; thence South 49° 45' West, 182.80 feet; thence North 47° 13' West, 189.95 feet; thence North 81° 09' West 108.75 feet; thence North 38° 13' West, 192.64 feet; thence North 41° 54' West, 277.72 feet; thence North 71° 10' West, 202.35 feet; thence North 44° 52' West, 125.38 feet; thence North 52° 28' West, 254.27 feet; thence North 71° 28' West, 184.20 feet; thence South 47° 12' West, 95.27 feet; thence South 31° 28' West, 117.21 feet; thence South 2° 15' East, 49.49 feet; thence South 10° 59! Feet; thence South 2° 15' East, 49.48 feet; thence South 10° 52' East, 280.28 feet; thence South 23° 42' East, 133.62 feet; thence South 33° 57' East, 162.40 feet; thence South 45° 03' East, 193.95 feet; thence South 42° 56' East, 230.00 feet; thence South 27º 47' East, 176.88 feet; thence South 32° 26' East, 212.35 feet; thence South 23° 21' East, 159.52 feet; thence South 39° 18' East, 108.12 feet; thence South 55° 38' East, 133.72 feet; thence South 73º 37! East, 185.90 feet; thence South

49° 06' East, 139.62 feet; thence North 71° 47' East, 96.60 feet; thence North 1° 55' East, 155.37 feet; thence North 5° 34' East, 271.49 feet; thence North 4° 39' East 479.73 feet; thence North 49° 44' East, 170.00 feet; thence South 71° 50' East, 243.22 feet; thence South 42° 46' East, 175.22 feet; thence North 82° 44' East, 136.78 feet; thence North 79° 35' East, 371.38 feet; thence South 14° 43' East, 308.75 feet; thence South 38° 50' West, 290.51 feet; thence South 7° 54' West, 266.00 feet; thence South 20° 51' West, 171.35 feet; thence South 32° 17' East, 73.48 feet; thence North 72° 39' East 171.74 feet; thence North 51° 01' East, 143.58 feet; thence North 25° 49' East, 212.58 feet; thence Dorth 81° 18' East, 284.61 feet; thence North 89° 22' East, 145.19 feet to a point in the aforesaid Easterly line of "Parcel 19"; thence following the said Easterly Line of "Parcel 19" North 11° 48' East, 1052.07 feet to point of beginning.

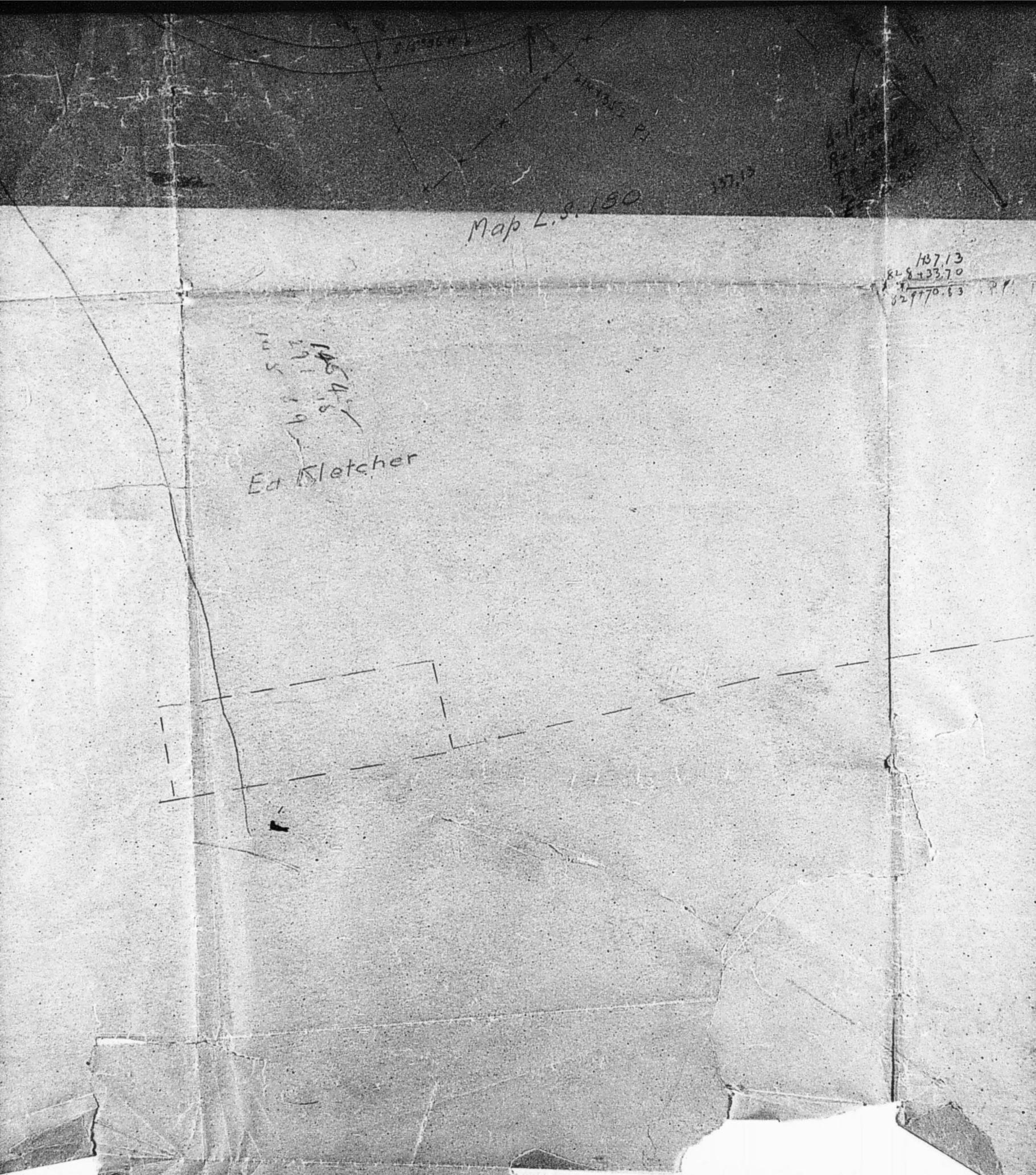


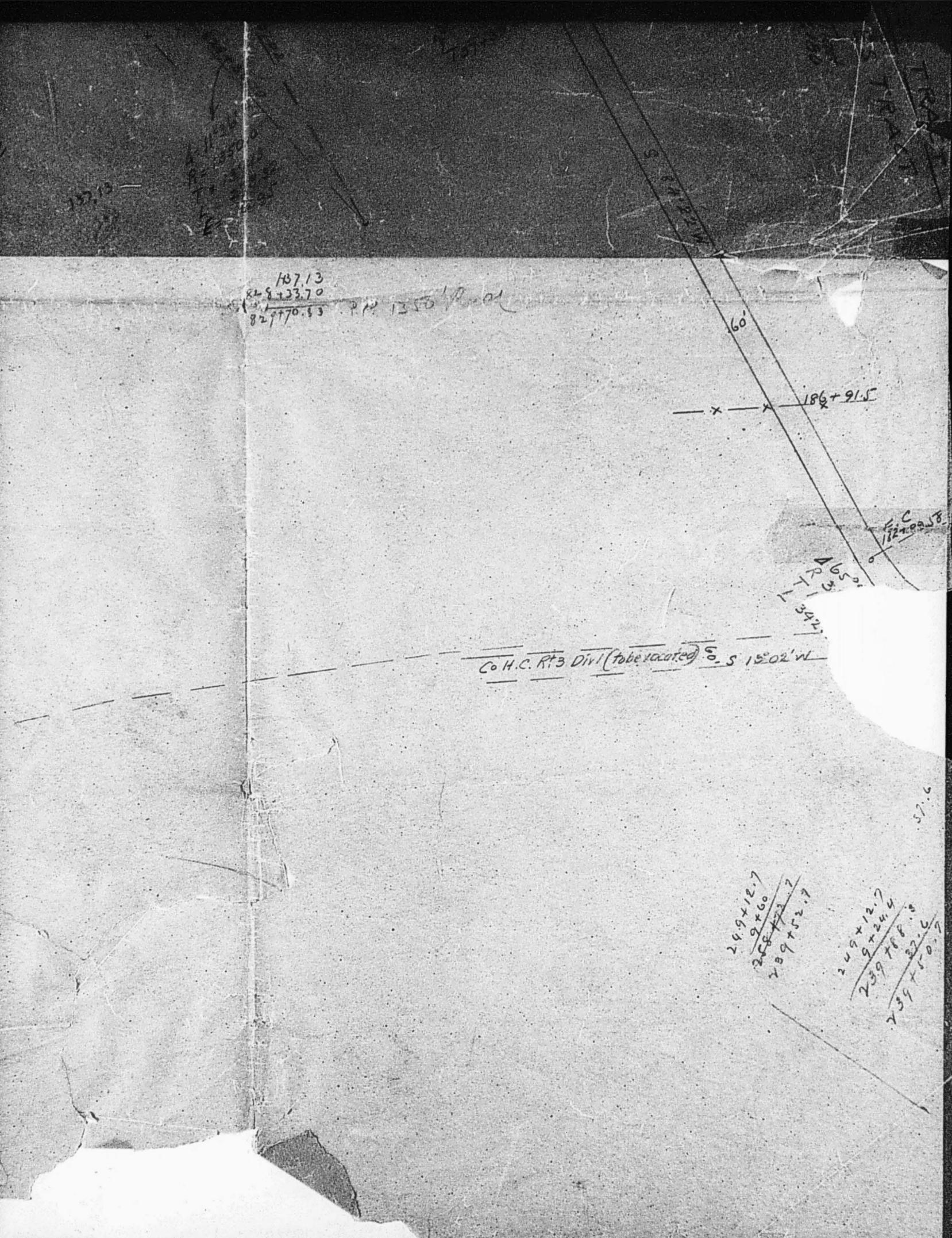






S. D. COUNTY HIGHWAY COMMISSION ROUTE3, DIVISION /





COPY

AGREEMENT.

THIS MEMORANDUM OF AGREEMENT made and entered into this _____ day of February, 1925, by and between GRIFFITH HENSHAW, of San Francisco, California, and JOHN TREANOR, of Los Angeles, California, Parties of the First Part, and ED FLETCHER, of San Diego, California, Party of the Second Part,

WITNESSETH:

The Parties of the First Part hereby covenant and on demand agree with the Party of the Second Part to grant/to the said Party of the Second Part an easement or right of way over and upon properties owned by the Parties of the First Part, not exceeding forty (40) feet in width, upon as suitable a grade as the topography of the land hereinafter referred to will permit, and from that certain county road known and designated

as San Diego County Road Survey No. 337, over such property lying Southerly and Easterly of Lake Hodges in San Diego County, California, as is owned only by the said Parties of the First Part, or either of them, said right of way at all points to be located above an elevation of three hundred ninety-five (395) feet above sea level, according to U. S. G. S. datum, it being the purpose of this agreement to provide for said MEd Fletcher access over the properties owned by John Treanor and Griffith Henshaw to that certain real property located in Section Eight (8), Township Thirteen (13) South, Range Two (2) West; S. B. M., sometimes known as the J. B. Carroll property, which lies Easterly of Lake Hodges.

> IT IS FURTHER UNDERSTOOD AND AGREED that the covenant of the Parties of the First Part to grant to the said Party of

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the Second Part a right of way, as herein provided, is conditioned upon the Party of the Second Part causing a survey to be made at the expense of said Party of the Second Part in order that said right of way or easement may be correctly described and accurately located upon the ground; and is further conditioned upon said survey and said location being satisfactory to said Parties of the First Part, and said right of way shall be so located as to cause as little detriment as possible to the fee simple title to the properties of the Parties of the First Part; and the Parties of the First Part reserve the right to require the Party of the Second Part to fence said right of way, as a condition precedent to the making of said grant.

IT IS FURTHER EXPRESSLY UNDERSTOOD AND AGREED that unless the Party of the Second Part shall cause said survey to be made, and said right of way to be located upon the properties of the Parties of the First Part satisfactorily to the said Parties of the First Part, all within five (5)

years from date hereof, then the obligation of the Parties of the First Part to grant theright of way herein provided for shall cease and determine, and said Parties of the First Part shall be released from any and all obligations growing out of or by virtue of this agreement.

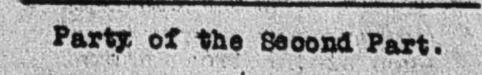
IN WITNESS WHEREOF, the parties hereto have subscribed their names the day and year first above written.

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A. S. A. S.

Parties of the First Part.

and the second second



AGREEMENT.

Que > 8.13

THIS MEMORANDUM OF AGREEMENT made and entered into this <u>7</u>th day of February, 1925, by and between GRIFFITH HENSHAW, of San Francisco, California, and JOHN TREANOR, of Los Angeles, California, Parties of the First Part, and ED FLETCHER, of San Diego, California, Party of the Second Part,

WITNESSETH:

The Parties of the First Part hereby covenant and on demand agree with the Party of the Second Part to grant /to the said Party of the Second Part an easement or right of way over and upon properties owned by the Parties of the First Part, not exceeding forty (40) feet in width, upon as suitable a grade as the topography of the land hereinafter referred to will permit, and from that certain county road known and designated as San Diego County Road Survey No. 327, over such property lying Southerly and Easterly of Lake Hodges in San Diego County, California, as is owned only by the said Parties of the First Part, or either of them, said right of way at all points to be located above an elevation of three hundred ninety-five (395) feet above sea level, according to U. S. G. S. datum, it being the purpose of this agreement to provide for said Ed Fletcher access over the properties owned by John Treanor and Griffith Henshaw to that certain real property located in Section Eight (8), Township Thirteen (13) South, Range Two (2) West, S. B. M., sometimes known as the J. B. Carroll property, which lies Easterly of Lake Hodges.

IT IS FURTHER UNDERSTOOD AND AGREED that the covenant of the Parties of the First Part to grant to the said Party of the Second Part a right of way, as herein provided, is conditioned upon the Party of the Second Part causing a survey to be made at the expense of said Party of the Second Part in order that said right of way or easement may be correctly described and accurately located upon the ground; and is further conditioned upon said survey and said location being satisfactory to said Parties of the First Part, and said right of way shall be so located as to cause as little detriment as possible to the fee simple title to the properties of the Parties of the First Part; and the Parties of the First Part reserve the right to require the Party of the Second Part to fence said right of way, as a condition precedent to the making of said grant.

IT IS FURTHER EXPRESSLY UNDERSTOOD AND AGREED that unless the Party of the Second Part shall cause said survey to be made, and said right of way to be located upon the properties of the Parties of the First Part satisfactorily to the said Parties of the First Part, all within five (5) years from date hereof, then the obligation of the Parties of the First Part to grant theright of way herein provided for shall cease and determine, and said Parties of the First Part shall be released from any and all obligations growing out of

-2-

or by virtue of this agreement.

sinta

IN WITNESS WHEREOF, the parties hereto have subscribed

their names the day and year first above written.

ushau

Parties of the First Part.

Party of the Second Part.

State of California, County of San Diego, 388.

May On this 13th 192 5 before me, -day of-Vote T. Marshon , a Notary Public in and for said John Treanor County and State, personally appeared. known to me to be the person-whose name 18 subscribed to the foregoing instrument, and acknowledged to me that -he- executed the same. intras my hand and official seal the day and year in this certificate first above written

My Commission expires 3-18-1928

Nate L' merchon

Notary Public in and for said County and State,

ACKNOWLEDOMENT-Opporni 1-23-2m

AGREEMENT

26474

GRIFFITH HENSHAW JOHN TREANOR

TO

ED FLETCHER

INDEXED

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1 1

RECORDED AT REQUESTOF Moance. at SMin. past 10° clock and In Book No. 1081_ Page_ 262. of ____ Deeds (Agmts). Records of San Diego County, Calif. John H. Corry Calif Recorder Junberuty Βt Fee S. 40 Dated 1925

DOMP RED: m. annited

DEPUTY COUNTY RECORDER



AGREEMENT.

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THIS MEMORANDUM OF AGREEMENT made and entered into marcelet this <u>Indecede</u> 1925, by and between GRIFFITH HENSHAW, of San Francisco, California, and JOHN TREAMOR, of Los Angeles, California, Parties of the First Part, and ED FLETCHER, of San Diego, California, Party of the Second Part,

WITNESSETH:

The Parties of the First Part hereby covenant and agree with the Party of the Second Part as follows:

IT IS UNDERSTOOD by and between the parties that the Parties of the First Part intend at some future date to dedicate a public highway over and across Lot One (1) in Section Fourteen (14), Township Eleven (11) South, Range Two (2) East, S. B. M., San Diego County, California, to the

lands of the said Ed Fletcher lying Southerly and contiguous to the lands hereinbefore described, but the Parties of the First Part shall not, by virtue of this agreement, be under any obligation to dedicate such highway, it being expressly understood, however, that in the event the said Parties of the First Part do not dedicate the highway herein referred to, leading over and across the aforesaid Lot One (1), of said Section Fourteen (14), Township Eleven (11) South, Range Two (2) East, S. B. M. to the lands of Ed Fletcher located in Section Fourteen (14), then in lieu thereof the Parties of the First Part covenant and agree that they will grant to the said Ed Fletcher an easement over and across said Lot One, of said Section Fourteen (14), Township Eleven (11) South, Range Two (2) East, S. B. M., upon as suitable a grade as the topography of the land will permit, to the lands of the said Ed Fletcher contiguous to said Lot One, in said Section Fourteen (14), said easement or right of way to be not less than twenty-five (25) feet, nor more than fifty (50) feet in width.

AS A CONDITION PRECEDENT to the granting of the right of way by the Parties of the First Part hereinbefore provided for, the said Ed Fletcher shall cause a survey to be made at his own expense in order that said easement or right of way may be correctly described and accurately located upon the ground, and said location shall be satisfactory to the Parties of the First Part; and said right of way shall be so located as to cause the least possible injury to the fee simple title to the properties over which it shall pass.

IT IS FURTHER EXPRESSLY UNDERSTOOD that the Parties of the First Part shall be under no obligation to grant an easement or right of way as herein provided, until the aforesaid Lot One (1), of Section Fourteen (14), Township Eleven (11) South, Range Two (2) East, S. B. M. shall have been subdivided, provided said subdivision is made within five (5) years from date hereof; but upon the expiration of said five (5) years from the date of this instrument, in the event said Lot One (1) of Section Fourteen (14), Township Eleven (11) South, Range Two (2) East, S. B. M. has not been subdivided, then and in such event the Parties of the First Part agree to grant to the Party of the Second Part a right of way, as here-

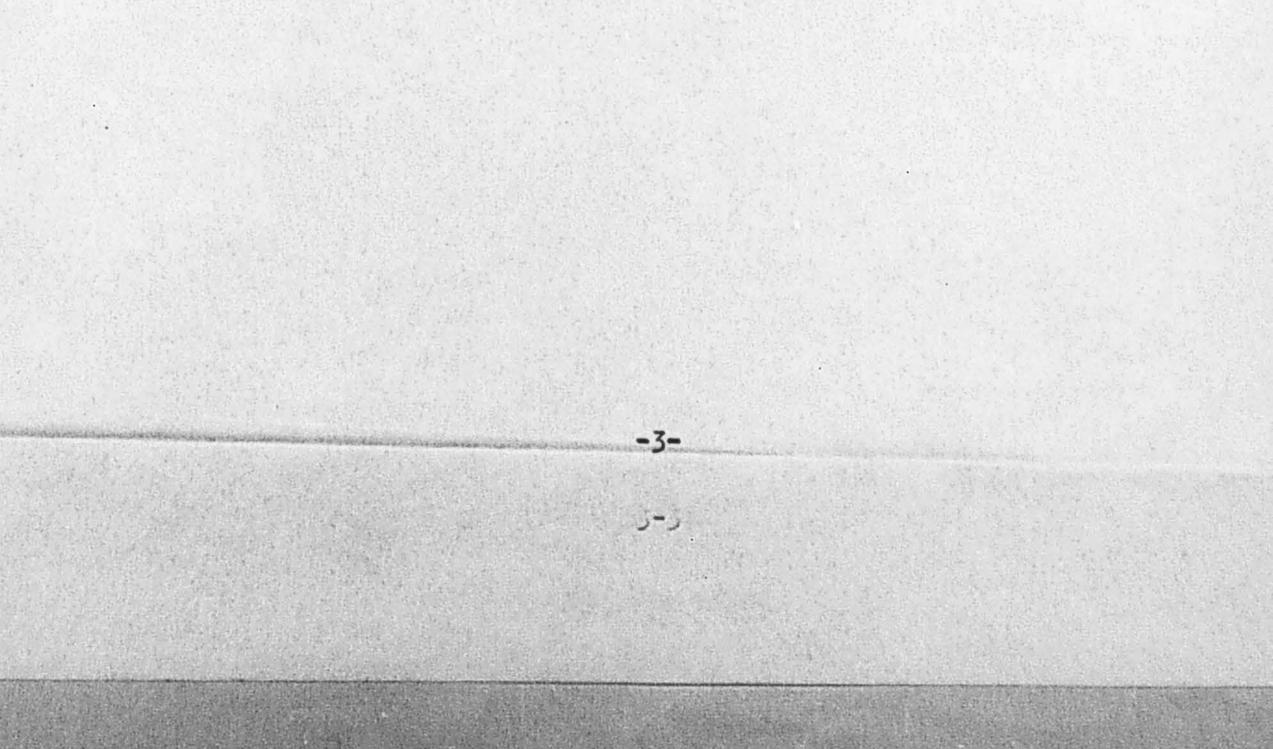
-2-

inbefore set forth and upon the terms and conditions hereinbefore recited. It is however, further understood and agreed that until such time as a public road or easement for right of way is so established as hereinbefore provided, said Fletcher shall have free access to and egrees from his said land over said Lot One of Section Fourteen.

IN WITNESS WHEREOF, the parties hereto have subscribed their names the day and year first above written.

Parties of the First Part

Party of the Second Part.



State of California, County of San Diego, 3 ss.

2-28-2m

192 5, before me, On this 13th day of May -Kata L. Marshon a Notary Public in and for said John Treanor County and State, personally appearedknown to me to 18______subscribed to the foregoing instrument, and be the person-whose nameacknowledged to me that -he executed the same. Withtras my hand and official seal the day and year in this certificate first above written. 3-18-1928 Notary Public in and for said County and State.

3071

My Commission expires

ACKNOWLEDGMENT-General

AGREEMENT

26472

GRIFFITH HENSHAW JOHN TREANOR

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ED FLETCHER

INDEXED

RECORDED AT REQUESTION + at_JUN 2 1925 at_JUN 2 1925 In Book No. 1081 Page 263 of ______ is the second of San Diego County, Calif. Records of San Diego County, Calif. John H. Perry, County Recorder Lipton Fee 10

DATED 1925

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COMPARED: m. annitiad 150 DEPUTY COUNTY RECORDER



(5)

OK

All that Real Property situated in the

County of San Diego, State of California, bounded and described as follows:

BEGINNING at a point of intersection between the Southerly boundary line of Rancho Valle De San Jose, as per map No. 795 filed May 1st, 1915, in the office of the County Recorder of San Diego County, California, and the South line of the fractional Northwest Quarter (NW1) of Section 14 T. 11 S., R. 2 E., S. B. M., from whence clasing corner common to Sections 14 and 15, T. 11 S., R. 2 E., S. B. M., bears North 52° 15' West for a distance of 2842.5 feet; thence North 52° 15' West along said Southerly boundary line of Rancho Valle de San Jose for a distance of 345.0 feet; thence South 37° 45' West for a distance of 264.4 feet to a point on the said South line of the Northwest Quarter (NW1) Section 14; thence Easterly along the said South line of the Northwest Quarter (NW1) Section 14 to point of beginning, excepting therefrom the right of way of the County Road known as Route 18, Division 5; containing 1.05 acres more or less.

THIS GRANT IS CONDITIONED UPON THE FOLLOWING RESTRICTIONS:

(a) The premises hereby granted shall not be used for

other than residential purposes; (b) The granted premises shall at all times be kept in an orderly and sanitary condition, and shall not be occupied by persons of any race other than the Caucasian. Any violation of the restrictions herein shall operate as a forfeiture of title, and the title to said property hereby conveyed shall revert, upon such default, to the grantors herein; and the grantors shall be the sole judges of said forfeiture. TO HAVE AND TO HOLD the above granted and described premises unto the said Grantee her heirs and assigns forever, subject to the foregoing restrictions. a fit 12: 1. 12:55 Mitness our hands and seals this 7th day of February 1925 WONED AND EXECUTED IN PRESENCE OF Henohua 11-23-10m

STATE OF CALIFORIIA, City and County of San Francisco ss.

On this <u>16th</u> day of <u>March</u> in the year one thousand nine bundred and <u>twenty-five</u> before me, FLORA HALL, a Notary Public, in and for the City and County of San Francisco, Siate of California, residing

therein, duly commissioned and sworn, personally appeared....Griffith Hanshaw and Irons R. Honshaw, husband and wife,

IN WITNESS WHEREOF, I have bereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Notary Public in and for the City and County of San Francisco, State of California.

State of California, ss. County of Stategor ss. Los Angeles

march

In Mitness Mhereuf, I have hereunto set my hand and affixed my Official Seal, Los Angeles at my office, in said County of Succession, State of California, the day and year in this certificate first above written.

3. m Laucht

Notary Public in and for the County of Sen Diego, State of California.



QUITCLAIM DEED.

(1)

WE, JOHN TREANOR and CATHERINE ELIZABETH TREANOR, husband and wife, of Los Angeles, California, and GRIFFITH HENSHAW and IRENE R. HENSHAW, husband and wife, of San Francisco, California,

For and in consideration of TEN DOLLARS, DO HEREBY REMISE, RELEASE AND QUITCLAIM to ED FLETCHER, all that real property situated in the County of San Diego, State of California, bounded and described as follows:

BEING a Subdivision of Lot 4 in Section 34, Township 13 South, Range 4 West, S. B. M., in the County of San Diego, State of California; the Northwest Quarter of Section 2, and Lot 1 in Section 3, Township 14 South, Range 4 West, S. B. M. in the County of San Diego, State of California;

EXCEPTING THEREFROM those portions thereof described as follows: COMMENCING at a point on the Westerly line of the

State Highway which is South 11°28' 30" East 857.0 feet from a concrete monument at the intersection of the said Westerly line of the State Highway with the Northerly line of said Section 2; said point being the Northeasterly corner of that certain tract of land conveyed to Lucy Estes by George H. Jones, by deed dated February 11, 1915, and recorded in Book 675, page 134 of Deeds, records of said San Diego County; thence from said point of commencement South 78° 31' 30" West along the Northerly line of said land so conveyed to Lucy Estes and the Westerly prolongation thereof a distance of 345.0 feet; thence South 11° 28' 30" East 135.0 feet to the most Westerly corner of the land so conveyed to Lucy Estes; thence continuing South 11º 28' 30" East along the Westerly line of the land so conveyed to Lucy Estes a distance of 459.0 feet to the Southwesterly corner of said land; thence North 78° 31' 30" East along the Southerly line of said land a distance of 345.0 feet; thence North 11° 28' 30" West 594.0 along the Westerly line of said State Highway to the point of commencement.

ALSO all of the Southwest Quarter of the Southwest Quarter of Section 35, Township 13 South, Range 4 West, S. B. M. in the County of San Diego, State of California;

EXCEPTING THEREFROM that portion thereof described as follows: BEGINNING at the Northeast corner of the Southwest Quarter of the Southwest Quarter of Section 35, Township 13 South, Range 4 West, S. B. M. and running thence with the Easterly line of

said Southwest Quarter of the Southwest Quarter of Section 35, South 0° 25' 30" West 1321.6 feet to the Southeast corner of said Southwest Quarter of the Southwest Quarter of Section 35; thence with the South line of said Southwest Quarter of the Southwest Quarter of Section 35, North 89º 45' 30" West 355.02 feet to a point; thence North 11° 28' 30" West 1350.65 feet to a point on the North line of said Southwest Quarter of the Southwest Quarter of Section 35; thence with the North line of said Southwest Quarter of the Southwest Quarter of Section 35, South 89° 40' 30" East 633.53 feet to the point of beginning, according to map No. 1749, filed in the office of the County Recorder of San Diego County, California, March 5, 1923.

EXCEPTING ALSO FROM THIS CONVEYANCE

Lots Three (3), Four (4), and Five (5), in Block Twenty-three (23) of said Solana Beach, according to the official map thereof by W. B. Shropshire, being map No. 1749, filed in the County Recorder's office of San Diego County, on the 5th day of March, 1923.

THE PURPOSE AND INTENT of this instrument is that the grantors convey to the grantee all their right, title and interest in and to the hereinbefore described real property, with the exception of the aforesaid Lots Three (3), Four (4) and Five (5), in Block Twenty-three (23) of said Solana Beach.

TO HAVE AND TO HOLD the above Quitclaimedand described premises unto the said Grantee, his heirs and assigns forever.

WITNESS OUR HANDS and seals this <u>Jth</u> day of February,



ATAT

1925. un alanos P. Vu -2-

STATE OF CALIFORIIA, City and County of San Francisco ss.

On this 16th day of March in the year one thousand nine hundred and twenty-five before me, FLORA HALL, a Notary Public, in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared Griffith Henshew

and Irens H. Henshaw, husband and wife,

known to me to be the person whose name. **AR** subscribed to the within instrument, and **LAGY** duly acknowledged to me that **Lhe.y** executed the same.

IN WITNESS WHEREOF, I bave bereunto set my band and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Notary Public in and for the City and County of San Francisco, State of California.

STATE OF CALIFORNIA, County of San Diego

On this <u>7</u><u>th</u> day of <u>March</u> Nineteen Hundred and twenty-five before me, <u>March</u> <u>Ma</u>

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office, in said County of Los Angeles, State of California, the day and year in this certificate first above written.

Notary Public in and for the County of Los Angeles, State of California. My Commun Oppin may 26/1926





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QUITCIAIM DEED

26267

JOHN TREANOR, ET UX., GRIFFITH HENSHAW, ET UX., TO ED FLETCHER INDEXER REGORDED AT REQUEST OF Ed Fletcher Daylor 47 JUN 1 1925 In Book No. 1095 Page 134 Deeds of

Records of San Diego County, Calif. John H. Ferry, County Recorder By Mondard Deputy Jee. \$ 210 13

1925. Dated

COMPARED: DIPUTY COUNTY A DADER



OFFICE COPY

Ed Fletcher and Mary C. B. Fletcher, husband and wife

C. F. Taylor and B. H. Taylor, wife and husband; and

GROSSMONT PARK COMPANY,

a Corporation, having its principal place of business in _____ San Diego

County of San Diego, California, by virtue of a resolution authorizing the same, passed at a meeting of its Directors, for and in consideration of the sum of

the man of the law multiple

Ten and no/100 - - - - - - - - - - - - - - DOLLARS,

The Same First in

Bocar Greeby Grant to JOHN TREANOR AND GRIFFITH HENSHAW

All that Real Property situated in the

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County of San Diego, State of California, bounded and described as follows:

IN UNDIVIDED ONE QUARTER INTEREST IN Southeast Quarter of Southwest Quarter: Southwest Quarter of Southeast Quarter of Section Six (6) and North one-half of Northwest Quarter of Section Seven (7) all in Township eleven (11) South, Range two (2) East, S. B. M.

Also all of Section thirty six (36) Township ten (10) South, Range One (1) East: the West half of the Northwest Quarter: the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section Thirty-one (31) Township ten (10) South, Range two (2) East; the West half of the West half of Section Six (6), Township eleven (11) South, Hange two (2) East, S.B.M.



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Of the Southeast Quarter of Section Twenty-seven (27); the Northeast Quarter of the Northeast Quarter of Section Thirty-form (27) Township ten (10) South, Range one (1) West, S. B. M.

Also Southeast Quarter of Northeast Quarter and the Northeast Quarter of Southeast Quarter of Section twenty (20), Township ten (10) South Range Three (3) West, S.B.M.

Also(a) East half of the Southeast Quarter of the Southeast Quarter of Section nineteen (19); the South half of the Southeast Quarter: the South three quarters of the Northwest Quarter of the Southeast Quarter; the Southwest Quarter of the Southwest Quarter and all of the East Half of the Southwest Quarter of Section Twenty (20), NOT INCLUDED WITHIN the boundaries of "Fairview", all in Township Ten (10) South, Range three (3) West, San Bernardino Meridian, in the County of San Diego, State of California. EXCEPTING from the said Southwest Quarter of the Southwest Quarter of Section twenty (20) that portion thereof conveyed by Ed Fletcher and Mary C. B. Fletcher, husband and wife, to the County of San Diego, by deed dated July 21st, 1914, and recorded in Book 650 Page 402 of Deeds, Records of said County, described as follows:

COMMENCING at a point North 0° 14' East thirteen hundred thirty-nine and seven-tenths (1339.7) feet and South 89° 42' East one hundred eighty-five and six-tenths (185.6) feet from the Southwest corner of the aforementioned Section Twenty (20), thence running South 89° 42' East five hundred thiry-nine and no-tenths (539.0) feet to a point, thence running South 0° 15' West four hundred eleven and four tenths (411.4) feet to the center of Route No. 4 of the Highway Commission Boulevards, thence North 62° 29' West five hundred ninetyeight and eight-tenths (589.8) feet to a point, thence North 2° 29' West one hundred thirty-seven and eight-tenths (137.8) feet to the point of beginning.

COMMENCING at a point North 0° 14' East thirteen hundred thirty-nine and seven-tenths (1339.7) feet and South 89° 42' East one hundred eighty-five and six-tenths (185.6) feet from the Southwest corner of the aforementioned Section Twenty (20), thence running South 89° 42' East five hundred thiry-nine and no-tenths (539.0) feet to a point, thence running South 0° 15' West four hundred eleven and four tenths (411.4) feet to the center of Route No. 4 of the Highway Commission Boulevards, thence North 62° 29' West five hundred ninetyeight and eight-tenths (509.8) feet to a point, thence North 2° 29' West one hundred thirty-seven and eight-tenths (137.8) feet to the point of beginning.

(b) Lots one (1) to Forty (4) inclusive Block one (1); Lots One (1) to Forty (40) inclusive in Block two (2); Lots One (1) to Forty (40) inclusive in Block three (3); Lots One (1) to Forty (40) inclusive in Block four (4); Lots One (1) to Forty (40) inclusive in Block five (5); Lots One (1) to Forty (40) inclusive in Block six (6); Lots One (1) to Twenty-five (25) inclusive and twenty-eight (28) to Forty (40) inclusive in Block seven (7); Lots One (1) to Forty (40) inclusive in Block eight (8); Lots One (1) to Forty (40) inclusive in Block eight (8); Lots One (1) to Forty (40) inclusive in Block nine (9) Lots One (1) to Eight (8) inclusive and Thirty-three (33) to Forty (40) inclusive in Block ten (10) Lots One (1) to Twenty (20) inclusive and Twenty-four (24) to Forty (40) inclusive in Block eleven (11);

Lots Three (3) to Thirteen (13) inclusive and Sixteen (16) to Nineteen (19) inclusive and Twenty-two (22) to Forty (40) inclusive in Block twelve (12);

All in Fairview, in the County of San Diego, State of California, according to map thereof No. 765 by George D. Stevens filed in the office of the County Recorder of said San Diego County October 28th, 1893.

Subject to 1: Right of Way for road purposes over the East Half of the Southeast quarter of the Southeast quarter of Section 19, and the Southwest quarter of the Southwest quarter of Section 20,

granted by W. E. Stevens to the County of San Diego by deed dated October 15, 1897, and recorded in Book 257 Page 318 of Deeds.

2. Right of Way over the Southwest Quarter of the Southwest

Quarter of Section 20, and the Southerly portion of Block 6 of Fairview hereinbefore described, for public highway known as Route 4 Division 3, Bonsall and Fallbrook Road, of the County Highway Commission's surveys.

Also Marthwest Quarter of Northeast Quarter, the Southeast Quarter of the Northwest Quarter, East half of the Northwest Quarter of the Northwest Quarter, and all of the Northeast Quarter of Northwest Quarter in Section twenty-nine (29), Township ten (10) South, Range three (3) West, San Bernardino Meridian, in the County of San Diego, State of California, EXCEPTING that portion thereof conveyed by W. A. Stratton and M. E. Stratton to Jonathan Stratton, by deed recorded in Book 224, Page 198, of Deeds, described as follows:

Being that portion of the Northeast Quarter of the Northwest Quarter of Section twenty-nine (20) Township ten (10) South, Range three (3) West, San Bernardino Meridian, described as follows:

Beginning at the Northwest corner of the Northeast Quarter of the Northwest Quarter of said Section twenty-nine (29) and running thence East along said Section line twenty six (26) rods; thence South twenty-five (25) rods; thence West parallel with said Section line twenty-six (26) rods; thence North twenty-five (25) rods to point of beginning.

they are

Also EXCEPTING that portion conveyed by Sarah M. Anderson and J. W. Anderson to the Trustees of the Mount Fairview School District, by deed recorded in Book 236, Page 118, of Deeds, described as follows:

Commencing at the point of intersection of the Southerly prolongation of the West line of Block Ten (10) of the Townsite of Fair View (as subdivided and platted by Lew B. Harris) from the Southeast Quarter of the Southwest Quarter of Section twenty (20), Township ten (10) South Range three (3) West, San Bernardino Meridian, map of which Townsite is recorded in Book 16, Page 765, of Maps records of San Diego County, with the North line of the Northeast Quarter of the Northwest Quarter of Section Twenty-nine (29) Township ten (10) South, Range three (3) West, San Bernardino Meridian: running thence East one bundred fifty (150) Commencing at the point of intersection of the Southerly prolongation of the West line of Block Ten (10) of the Townsite of Fair View (as subdivided and platted by Lew B. Harris) from the Southeast Quarter of the Southwest Quarter of Section twenty (20), Township ten (10) South Range three (3) West, San Bernardino Meridian, map of which Townsite is recorded in Book 16, Page 765, of Maps records of San Diego County, with the North line of the Northeast Quarter of the Northwest Quarter of Section Twenty-nine (29) Township ten (10) South, Range three (3) West, San Bernardino Meridian; running thence East one hundred fifty (150) feet; thence South two hundred (200) feet thepce West ongihundred fifty feet; thence North two hundred (200) feet to place of beginning. (b) All that portion of the Southwest Quarter of the Northwest Quarter of Section twenty-nine (29), Township ten (10) South, Range three (3) West, San Bernardino Meridian, in the County of San Diego, State of California, described as follows:

Commencing at the Southeast corner of said Southwest Quarter of Northwest Quarter; thence West along the South line thereof six hundred (600) feet to a point; thence Northeasterly in a straight line to a point which is six hundred (600) feet North of the Southeast corner thereof; thence South along the East line of the Southwest Quarter of the Northwest Quarter six hundred (600) feet to point of commencement.

(c) All of the North half of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section twenty-nine (29) Township Ten (10) South, Range three (3) West, S. B. M.

(d) The Southeast Quarter and the South half of the Northeast Quarter of Section thirty (30) Township ten (10) South, Range three (3) West, S. B. M. in said County, EXCEPTING from the Southeast Quarter of the Northeast Quarter that portion thereof conveyed by Sarah M. Anderson and J. W. Anderson, to Edward Cantarini and Paul Cabtarini, by deed recorded in Book 231, Page 496, of Deeds, described as follows:

Commencing at a point on the East line of the Northeast Quarter of Southeast Quarter of the Northeast Quarter of Section Thirty (30), Township ten (10) South, Range three (3) West, San Bernardino Meridian, six hundred (600) feet South from the Northeast corner of said land;

thence North along said East line six hundred (600) feet to said Northeast corner; thence West along the North line of said land six hundred (600) feet to a point; thence in a southeasterly direction about eight hundred forty-eight (848) feet to the place of beginning.

Subject to 1: Easement of right of way for road purposes over the Morthwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 29, Township 10 South, Range 3 West, S. B. M. as granted by J. W. Anderson to San Diego County by deed dated April 2, 1895, recorded in Book 257, Page 83, of Deeds, and shown by Road Survey No. 67, in the office of the County Surveyor.

2: Easement of right of way forty feet wide for road purposes over the Southwest Quarter of the Southwest Quarter of Section 29, Township 10 South, Range 3 West, S. B. M. as granted by Mary C. Cantarini to San Diego County, by deed dated February 2, 1898, recorded in Book 257, Page 351, of Deeds, and shown by Road Survey No. 125, in the office of the County Surveyor.

Cudencan

3: Easement of right of way forty feet wide for road purposes over the East half of the Southeast Quarter of Section 30 and the Northwest Quarter of the Southwest Quarter of Section 29, Township 10 South, Range 3 West, San Bernardino Meridian, as granted by Sarah M. Anderson to San Diego County by Deed dated May 23, 1898, and recorded in Book 257, page 391 of Deeds, and shown by Road Survey No. 125, in the office of the County Surveyor.

4: Easement of right of way forty feet wide for road purposes over the East half of the Northwest Quarter of the Northwest Quarter of Section 29. Township 10 South, Range 3 West, San Bernardino Meridian, as granted by Sarah M. Anderson to County of San Diego, by deed dated June 13, 1912, recorded in Book 505, page 60 of Deeds.

Also The Northeast Quarter of the Northeast Quarter and the North 25 acres of the Northwest Quarter of the Northeast Quarter of Section thirty one (31), Township ten (10) South, Range three (3) West, S. B. M.

Also Commencing at the point of inter section of West line of Lot four (4) of Section six (6), Township eleven (11) South, Range three (3) West, with the North bank of the San Luis Rey River; thonce Northeasterly along North bank of said river six hundred sixty (660) feet: thence Heatherly three hundred thirty (330) feet: thence SouthAlso Commencing at the point of inter section of West line of Lot four (4) of Section six (6). Township eleven (11) South, Range three (3) West, with the North bank of the San Luis Rey River; thence Northeasterly along North bank of said river six hundred sixty (660) Northeasterly along North bank of said river six hundred sixty (660) feet; thence Northerly three hundred thirty (330) feet; thence Southwesterly six hundred sixty (650) feet to Range line between Ranges three (30 and four (4) West, S.B.M.; thence South on said Range line to point of commencement, and being part of Lot Four (4) Section thirtyone (31), Township Ten (10) South, Range three (3) West, and of Lot Four (4) Section Six (6) Township eleven (11) South Range three (3) West, S.B.M. as shown by Licensed Surveyor's Map No. 150, filed in the office of the County Recorder of said San Diego County. May 26th, 1905.

J. Maria

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Also the Northeast Quarter, Northeast Quarter of Northwest Quarter and North half of Northwest Quarter of Horthwest Quarter of Section One (1), Township Eleven (11) South, Range four (4) West, S.B.M.

Also The East half of Southeast Quarter and Northwest Quarter of Southeast Quarter of Section thirty five (35) Township ten (10) South, Range four (4) West, S.B.M.

Subject to 1: An easement of right of way for public highways over portions of said property as granted by John Shoup to the County of San Diego by Deed recorded in Book 167, page 340 of Deeds.

2: An Easement of right of way for a public read forty (40) feet wide over the East half of the Southeast Quarter of Section thirty-five (50) nersin described as granted to the County of San Diego by John

Shoope by deed recorded in Book 310, Page 82 of Deeds.

5: A right of way over the Horthwest Quarter of the Southeast Quarter of Section thirty-five, Township ten South, Range four West, S.B.M. for poles and wires for transmitting electrical energy as granted by deed recorded in Book 378, page 357 of Deeds.

Also Lot Two (2) of Section two (2); Township eleven (11) Range four West, S. B. M. and the Southwest Quarter of the

1.5

South. Range four West, S. B. M. and the Southwest Quarter of the Southeast Quarter of Section Thirty-five (35) Township ten (10) South, Range four West, S.B.M.

Subject to right of way over the Southwest Quarter of the Southeast Quarter of Section thirty-five for road purposes as granted the county of San Diego by deed recorded in Book 325, Page 356 of Deeds.

Also Lot Four (4) of the Rancho Guajome, in the County of San Diego, State of California, as delineated on the Partition Map made and filed in the office of the County Clerk of San Diego, County, attached to and made a part of the Referee's report in the action in partition in the Superior Court of the County of San Diego, State of California, No. 10201 wherein Susan G. Coute was plaintiff, and Richard O'Heil and others were defendants, described as follows:

Beginning at a post on the North line of Rancho Guajome, in the County of San Diego, State of California, said post being North 56° 45° West 3960. feet distant from the Northeast corner of said Rancho Guajome, thence from said post at the point of beginning South 33° 15' West 1320 feet to a post, thence North 56° 45' West 660 feet to a post: thence South 32° 15' West 1320 feet to a post, thence North 56° 45' West/3062 feet to a post; thence South 33° 15' West 1320 feet to a post: thence North 56° 45' West 1320 feet to a post: thence North 56° 45' West 1320 feet to a post: thence North 56° 45' West 1320 feet to a post: thence North 56° 45' West 1678 feet to a post in fence on South side of the County Road, thence Northeasterly and following along said fence on South side of County Road, to its intersection with fence on Korth Line of Rancho Guajome, thence along fence on North line of said Rancho Guajome South 56° 45' East 3240 feet to a post at the point of beginning.

Subject to an easement for right of way for road purposes over the premises herein described granted by J. A. Graves to the County of San Diego by deed dated January 3, 1900, recorded in Book 257, page 493, of Deeds, and described as follows:

Beginning at the Southeast corner of Lot four and running on a true line North 56° 45' West 3763 feet and being a strip of land twenty (20) feet wide along the South boundary of Lot four; also continuing on the same course through lot four, 560 feet to an intersection with the Pala and San Luis Rey County Road and being a strip of land forty [40) feet wide through the Southwest corner of said Lot four (4) all as originally created by the decree and as shown on Map filed in the County Clerk's office, showing the partition of the Renche Graines. Beginning at the Southeast corner of Lot four and running on a true line North 56° 45' West 3762 feet and being a strip of land twenty (20) feet wide along the South boundary of Lot four; also continuing on the same course through lot four, 560 feet to an intersection with the Pala and San Luis Rey County Road and being a strip of land forty [40) feet wide through the Southwest corner of said Lot four (4) all as originally created by the decree and as shown on Map filed in the County Clerk's office, showing the partition of the Ranche Gnajome, in accordance with the decree of the Superior Court of San Diego County in case No. 10201, Susan G. Courts, vs. Richard O'ffeil, et al.

Also the Northwest Quarter of the Southeast Quarter of Southeast Quarter, and East Half of Southeast Quarter of Southeast Quarter of Section twenty-nine (29) Township Nine (9) South, Range Two (2) West, S.B.M.

SUBJECT to contract of sale to F. M. Moreno, dated March 13, 1923.

Also all that portion of the Northeast Quarter of the Southeast Quarter of Section eight (8), Township eleven (11) South, Range four 14) West, S.B.M., described as follows:

ien

Beginning at /a point two hundred twenty (220) feet six inches (6) North of the South Boundary line and thirty (30) feet East of the West boundary line of said Northeast Quarter of Southeast Quarter; thence Northwesterly to said West boundary line at a point three and a half (32) chains North of the Southwest corner of said Northeast Quarter of Southeast Quarter; thence Northerly along said West boundary line to the Northwest corner of said forty acres; thence East thirty feet; thence South parallel to said West boundary line to place of beginning containing .753 of an acre more or less.

(c) All of the Southeast Quarter of the Northeast Quarter of Section eight (8), Township eleven (11) South, Range four (4) West, S.B.M. lying south of the county road as said road is shown on the Fond survey 229 in the office of the County surveyor of the county of San Diego, California, excepting therefrom a strip of land 24.87 feet in width along the east section line.

SUBJECT to easement of right of way for highway purposes over the south twenty (20) feet of said premises as granted to the county of San Diego, by easement recorded in Book 346, page 1919, of Deeds, San Diego County Records.

SUBJECT to contract of sale to Jemmie B. Hayes, March 20, 1922.

Also The East half of Northwest Quarter, Northeast Quarter of Southwest Quarter and Southwest Quarter of Northeast Quarter of Section Seven (7), Township eleven (11) South, Range 4 West, S.B.M.

Subject to easement of public road over the East twenty (20) feet of the Hertheast Quarter of Northwest Quarter and the West 1276 feet of North twenty (20) feet of Southwest Quarter of the Northeast Quarter of said Section as shown on the old survey map No. 141 and that over the remainder of the North twenty (20) feet and the North 300 feet of the East twenty (20) feet of the last named Quarter as shown by old survey No. 176 and such easement over the remainder of the East Twenty (20) feet thereof as now enjoyed by the public for road purposes which may have heretofore been acquired.

Also the Northwest Quarter of the Southwest Quarter of Section Thirteen (13), Township eleven (11) South, Range five (5) West, S.B.M.

Also all that portion of that certain parcel designated as "Parcel 19" in that certain deed of Wm. G. Henshaw and Hettie T. Henshaw, his wife, to John Treanor, a married man, and Ed Fletcher, dated December 30, 1921, recorded in Book 875, page 404 of Deeds, records of San Diego County, State of California, and more particularly described as follows:

Beginning at a point in the Easterly line of the above mentioned tract designated "Parcel 19", whence a pipe monument at the Northeast corner of the said tract designated as "Parcel 19" bears North 11° 48' East, 678.25 feet; thence South 81° 55' West, 175.8 feet; thence South 63° 26' Weat, 285.05 feet; thence North 24° 07' East, 510.15 feet; thence North 2° 51' East, 98.65 feet; thence North 7° 46' West, 69.80 feet; thence North 26° 57' West, 56.40 feet; thence North 64° 04' West, 79.0 feet; thence South 83° 52' West, 106.32 feet; thence North 15° 43' West, 44.60 feet; thence North 42° 53' West, 63.11 feet; thence Horth 54° 51' West, 84.0 feet; thence North 58° 20' West, 61.90 feet; thence North 23° 37' West, 9150 feet; thence North 65° 05' West, 57.50 feet; thence North 45° 49' West, 52.00 feet; thence North 50° 19' West, 184 78 feet; thence North 55° 23' West, 89.20 feet; thence North 50° 19' West,

Barender Bilder and Barender Bilder Bi Bilder Bilde feet; thence North 26? 57' West, 56.40 fest; thonce North 64? 04! West, 79.0 feet; thence South 83° 52' West, 106.32 feet; thence North 15° 43! West, 44.60 feet; thence North 42° 53! West, 83.11 feet; thence North 54° 51' West, 84.0 feet: thence North 58° 20' West, 61,90 feet: thence North 33° 37' West, 9150 feet: thence North 65° 05! West, 57.50 feet: thence North 45° 49' West, 52.00 feet: thence North 50° 19' West, 184.78 feet: thence North 55° 23' West, 89.20 feet: thence North 41°49' West, 135.34 feet; thonge North 61° 36' West, 65.88 feet; thence South. 87° 36' West 97.87 feet: thence North 56° 57' West, 122.10 feet: thence South 87° 31' West, 96.33 feet: thence South 52° 36' West, 169.75 fest: thence South 18° 33' West 112.66 feet; thence South 83° 16' East. 68.89 feet; thence South 18° 46' West, 7150 feet; thence South 57° 26' East 123.15 feet: thence South 54° 30' West, 193.56 feet: thence South 26° 13' West, 53.80 feet; thence South 18° 45; East, 77.07 feet; thence South 31° 17' East, 168,66 feet: thence South 20° 19' East 169.30 feet: thence South 12° 34' West, 126.60 feet: thence South 28° 44' East 67.22 feet; thence South 60° 01' East 69.40 feet; thence South 78° 50' West, 147.20 fest; thence South 8° 22' West, 65.57 feet; thence South 1º 04' East 318,70 feet; thence South 5° 30' East 100,90 feat; thence South 49° 45' West, 182.80 feet; thence North 47° 13' West, 189.95 feet; thence North 81º 09! West 108.75 feet; thence North 38° 13' West, 192.64 fest; thence North 41° 54! West, 277,72 fest; thence North 71° 10' West, 202.35 feet; thence North 44° 52' West, 125.38 feet; thence North 52° 28' West, 254.27 feet; thence North 71° 28' West, 184.20 feet; thence South 47° 12' West, 95.27 feet; thence South 31° 23' West, 117,21 feet: thence South 2° 15' East. 49.48 feet; thence South 10° 52! East, 280.28 feet; thence South 28° 42! East, 133.52 feet: thence South 33° 57! East, 162.40 feet: thence South 45° 03' East, 193.95 feet: thence South 42° 56' East, 230.00 feet: thence South 27º 47' East, 176.88 feet; thence South 32º 26! East, 212.35 feet: thence South 23° 21' East, 159.52 feet: thence South 39° 18' East, 108.12 feet: thence South 55° 38' East, 133.72 feet: thence South 73° 37' East, 185.90 feet: thence South 49° 06' East, 139.62 feet: thence North 71° 47' East, 96.60 feet; thence North 1° 55' Hast, 155.37 feet: thende North 5° 34' East 271.49 feet: thence North 4° 39' East 479.78 feet; thence North 49° 44' East, 170.00 feet; thence South 71° 50° East, 243.22 feet; thence South 42° 46' East, 175.22 feet; thence Jorth 82° 44' East, 1.36.78 feet; thence Horth 79° 35' East, 371.38 feet; thence South 14° 43' East, 308.75 feet; thence South 38° 50' West, 290.51 feet; thence South 7° 54' West, 266.00 feet; thence South 20° 21 The Line Last thende South 32" 17. Bast 75.42 feets thence forth 72° 39' East 171.74 feet; thence North 51° 01' East, 143.58 feet; Chesse Jorth 25° 49' Bast, 212.58 feet; thence North 21° 18" Mast, 224 61 feet: thence North 692 227 East, 145,19 feet to a point in the

aforemaid Easterly line of "Parcel 19"; thence following the said Easterly line of "Parcel 19" North 11° 48' East, 1082.07 feat to point of beginning.

AN UNDIVIDED ONE-HALF INTEREST IN AND TO

All those portions of the "M. Barnett" tract in the Rancho

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AN UNDIVIDED ONE-HALF INTEREST IN AND TO

The Northeast Quarter of Southeast Quarter, North half of South west Quarter, West half of Southeast Quarter of Section thirteen, Township thirteen South, Range three West, S.B.M.

the second of th

ALL OF THE FOLLOWING DESCRIBED PROPERTY .

The East half of the Northwest Quarter; the South Half of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section Fifteen (15), Township Eleven (11) South, Range Two (2) East, S. B. M.

ALSO all that portion of the Rancho San Bernardo, in the County of San Diego, State of California, according to the Map thereof in Book 2, Page 462, of Patents, described as follows:

Brily

Commencing at the intersection of the Easterly line of the County Road known as Road Survey No. 327, with the Southerly line of the County Road known as County Highway Commission's Route 3, Division 1, a map of which is on file in the office of the County Surveyor of said County, and running thence with the said Easterly line of said road No. 327, South 35° 09' West 156.2 feet; thence South 61° 08' East 261.2 feet; thence North 28° 52' East 195.7 feet; to a point in the Northerly line of said County Highway Commission's Road, Route 3, Division 1; thence North 42° O' West 203.15 feet: thence North 74° 33' West 42.63 feet; thence South 35° 09' West 97.7 feet to the point of beginning.



San Diego, California, May 8, 1925.

TO THE REGISTRAR OF THE STATE LAND OFFICE OF THE STATE OF CALIFORNIA:

PLEASE BE ADVISED that I have executed to JOHN TREANOR and GRIFFITH HENSHAW a grant deed conveying part of the land described in a certain Certificate of Purchase for Lieu Lands, dated at Sacramento, June 30, 1924, and

I hereby assign all my right, title and interest in and to the real property described in the attached copy of certificate to the said John Treanor and Griffith Henshaw, and request the Registrar of the State Land Office at Sacramento to issue its patent for same to the said John Treanor and Griffith Henshaw; and inasmuch as said certificate recites that the patent shall be issued upon certain conditions, among which is the surrender of the certificate to the State of California,

I hereby agree that when the lands described in

said certificate have been relinquished to the state by authority of the General Land Office at Washington, D. C., to surrender said certificate, and upon the surrender thereof I direct that the land described in the attached document be patented to the said John Treanor and Griffith Henshaw.

The reason that the original certificate is not assigned to the said John Treanor and Griffith Henshaw is that it covers lands in addition to those described in the attached document, it being the intent that the patent to the lands in the attached document shall be issued as aforesaid, and that the remaining land described in original Certificate of Purchase for Lieu Land, No. 723, shall be patented to Ed Fletcher IN WITNESS WHEREOF, I have hercunto subscribed my

name, the day and year first above written.

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On this 14th day of May, 1925, before me, Lou B. Mathews, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared ED FLETCHER, known to me to be the person described in and whose name is subscribed to the foregoing instrument.

88

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

> Notary Public in and for the County of San Diego, State of California.



CERTIFICATE OF PURCHASE FOR LIEU LANDS Location No. 9078 No. 723 Los Angeles Land District STATE LAND OFFICE OF THE STATE OF CALIFORNIA STATE SCHOOL LAND GRANT OF 16th and 36th SECTIONS AND LANDS IN LIEU THEREOF.

Sacramento, June 30, 1924.

WHEREAS, Ed Fletcher has surrendered to the State of California Indemnity Certificates Nos. 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608 and 2609, as provided in Section 3408d of the Political Code, in full payment for the following described land:

NEt of SE 160 acres (or NEt of SEt), South 80 acres of fractional NEt (or St of NEt) and et of NW 160 acres (or Et of NWt) of Section 15, in Township 11 South, Range 2 East, San Bernardino Meridian.

AND WHEREAS, the Register of the State Land Office has received

from the Register of the United States Land Office a notice that the selection of the above described lands has been filed and accepted, subject to future approval,

NOW, THEREFORE, be it known that the said Ed Fletcher has made payment in full for the above described tractof land and is entitled to and there is hereby issued to him this certificate of Purchase for the above described land, subject to a reservation to the state of one-sixteenth (1/16) of all coal, oil, gas, and other mineral deposits therein contained, and after having in all other respects complied with the requirements of the laws of the United States and of the State of California providing for the sale of said lands, and on surrendering this certificate to the State of California, and after the said lands have been relinquished to the State by authority of the General Land Office at Washington, D. C., the said Ed Fletcher shall be entitled to receive a patent for the same.

IN WITNESS WHEREOF, the Register of the Land Office has hereunto set his hand and affixed his seal of office the day and date above mentioned.

(Signed) W. S. KINGSBURY

Register State Land Office

Subject to rights of way granted to the United States by an Act of the Legislature approved May 18, 1921 (chap. 173) for the uses prescribed in the Act of Congress approved June 17, 1902, relating to irrigation and reclamation.

523.33 acres

San Diego County

. . . .

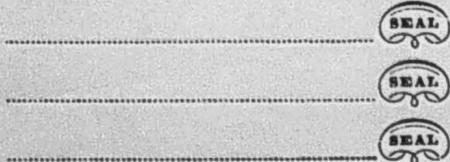
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All of that portion of the Northeast guarter of the Southwest quarter and the South half of the Southwest quarter of fractional Section 32. Township 12 South, Range 2 West, S.B.M., the West half of Northwest quarter and the Northwest quarter of Southwest quarter of fractional Section 5. Township 13 South, Range 2 West, S.B.M., the East half of Northeast quarter and the East half of Southeast quarter of Section 6, Township 13 South, Range 2 West, S.B.M., lying above the 330 foot contour U.S.G.S. datum, contiguous to the Lake Hodges Reservoir site, and Westerly of the following described line, said line beginning at a point on the North line of the aforesaid Southwest quarter of fractional Section 32, Township 12 South. Range 2 West, S.B.M., whence the Northeast corner of said Southwest quarter of said fractional Section 32 bears North 89° 56' East 787.0 feet; thence South 3° 27' West 229.71 feet; thence South 80° 01' West 360.70 feet; thence South 9° 30' West 329.50 feet; thence South 2° 07' East 291.60 feet; thence South 16° 16' West 362.90 feet; thence South 4° 08' East 438.00 feet; thence South 32° 47' West 187.60 feet; thence South 17° 18' East 174.20 feet; thence South 3° 19' West 470.00 feet; thence South 1° 01' East 130.00 feet; thence South 38° 46' East 71.10 feet; thence South 14° 35' West 137.00 feet; thence South 56° 56' West 94.0 feet: thence South 10° 52' West 55.0 feet; thence South 15° 12' West 49.0 feet; thence South 4° 05' East 83.0 feet; thence South 17° 17' West 52.0 feet; thence South 10° 06' West 81.0 feet; thence South 23° 53' West 111.0 feet; thence South 82° 35' West 40.0 feet; thence South 12° 35' East 187.0 feet; thence South 29° 25' East 224.6 feet to a point on the said 330 foot contour; thence following the said 330 foot contour in a general Southwesterly direction to its intersection with the Southerly line of the aforesaid East half of the Southeast quarter of Section 6, Township 13 South mage 2 West, S.B.M., also all that portion of the South half of West, S.B.M. quarter of fractional Section of Tractional Section 8, Township and the North half of Northwest quarter of Tractional Section 8, Township 13 South, Range 2 West, S.B.M., lying above the 330 foot contour U.S.G.S. datum, contiguous to the Lake Hodges Reservoir site.

To Have and to Hold the above granted and described premises unto the said Grantee......

Witness_____hand____and seal____this_____day of._____day of._____192____

Signed and executed in presence of



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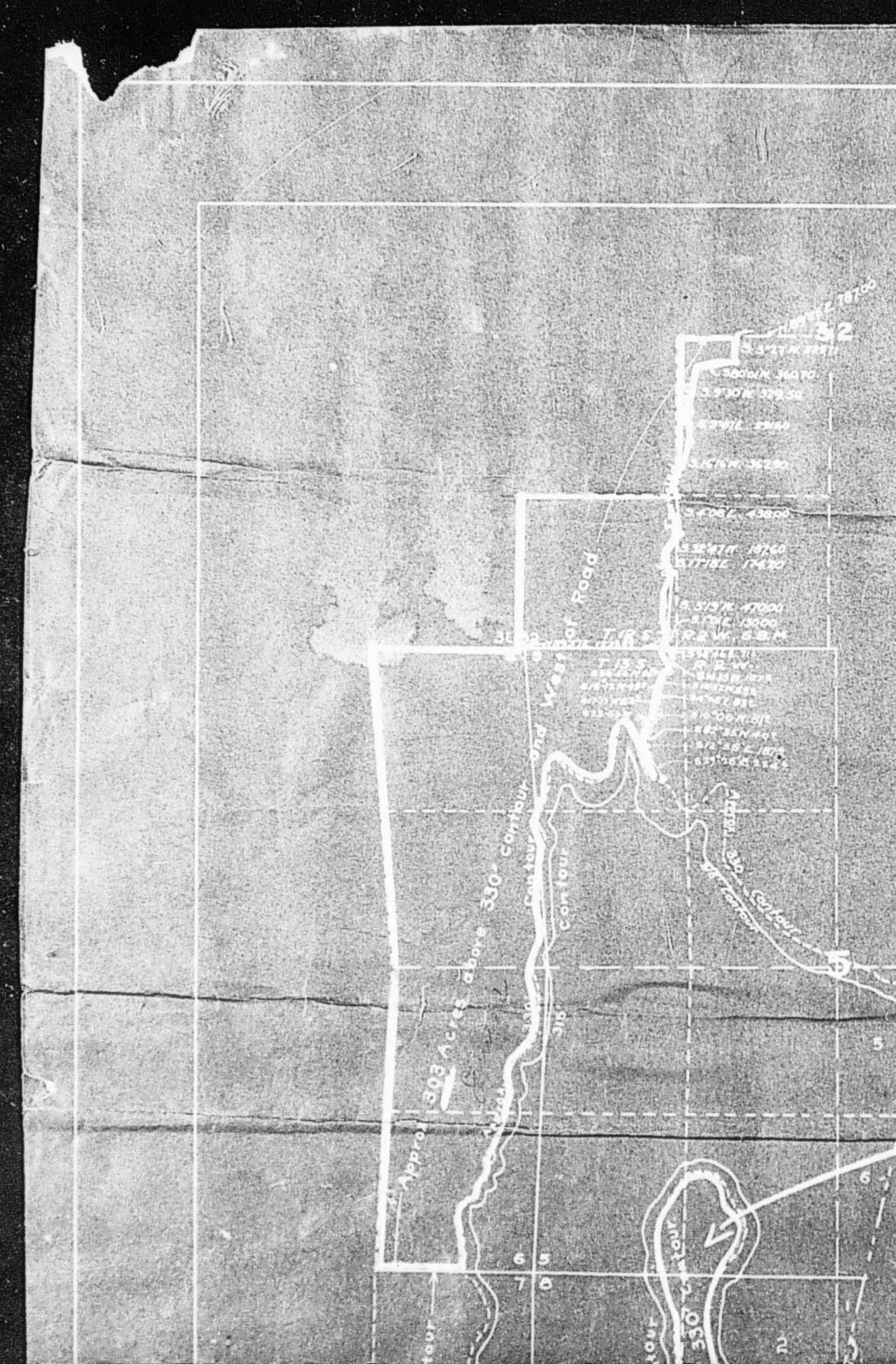
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SECS. 5.6.17 6 2618 TH35 P 2 W/ S B N

MAP SHOWING PORTIONS OF SEC 32 T 12 S, R 2 V/ SE

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COPY

ASSIGNMENT.

San Francisco, California, February ____, 1925.

For and in consideration of the sum of ONE DOLLAR, and other valuable consideration, we, the undersigned, GRIFFITH HENSHAW, of San Francisco, California, and JOHN TREANOR, of Los Angeles, California, hereby transfer, assign and set over to ED FLETCHER, of San Diego, California, all of our right, title and interest in and to any sales contracts to any and all parcels of real property located in Solana Beach, San Diego County, California, being that particular property described in a certain map numbered 1749 and recorded in the County Recorder's office of San Diego County on the 5th day and any other accounts, property or assets pertaining thereto,

assignment that the assignors hereby relinquish and waive any right or interest they may have in and to any sales or contracts of sales, or any property located in said Solana Beach, of any interest in any business or other thing of value growing out of or related to said Solana Beach, excepting therefrom the interest of the parties hereto in Lots Three (3), Four (4) and Five (5), in Block Twenty-three (33) of said Solana Beach.

of March, 1923, /it being the purpose and intent of this

IN WITNESS WHEREOF, we have hereunto subscribed our names the day and year first above written. COPY

said Southwest Quarter of the Southwest Quarter of Section 35, South 0° 25' 30" West 1321.6 feet to the Southeast corner of said Southwest Quarter of the Southwest Quarter of Section 35; thence with the South line of said Southwest Quarter of the Southwest Quarter of Section 35, North 89° 45' 30" West 355.02 feet to a point; thence North 11° 38' 30" West 1350.65 feet to a point on the North line of said Southwest Quarter of the Southwest Quarter of Section 35; thence with the North line of said Southwest Quarter of the Southwest Quarter of the southwest Quarter of Section 35; thence with the North line of said Southwest Quarter of the Southwest Quarter of Section 35, South 89° 40' 30" East 633.53 feet to the point of beginning, according to map No. 1749, filed in the office of the County Recorder of San Diego County, California, March 5, 1923.

EXCEPTING ALSO FROM THIS CONVEYANCE

Lots Three (3), Four (4), and Five (5), in Blook Twenty-three (23) of said Solana Beach, according to the official map thereof by W. B. SShropshire, being map No. 1749, filed in the County Recorder's office of San Diego County, on the 5th day of March, 1923.

THE PURPOSE AND INTENT of this instrument is that the grantors convey to the grantee all their right, title and interest in and to the hereinbefore described real property, with the exception of the aforesaid Lots Three (3), Four (4) and Five (5), in Block Twenty-three (23) of said Solana Beach.

TO HAVE AND TO HOLD the above Quitclaime and described

Habshire

premises unto the said Grantee, his heirs and assigns forever.

WITNESS OUR HANDS and seals this ____ day of February,

WE, JOHN	TREANOR and C	ATHERINE I	ELIZABETH	IREWNOR, hus	band and	wif
of Los /	ngeles, Califor	rnia,			•••••••••••••••••••••••••••••••••••••••	
For and in	consideration of 	5				
TEN and	00/100				DOL	LAR
Do hereb	grant to ED FLET	CHER, of	San Diego	California		
	l Property situated in	n the				
County of	San Diego	, St	ate of Californ	a, bounded and d	escribed as fo	ollows
Sauth	Lots Three (3)	and Four	(4), in Se	ction Eight	(8); the	
1gnt 18	t Quarter (SW_{\pm}^{1}) ; the Southeas	t Quarter	(SEA) of	the Southea	st. Quarte	T
(SEA) of Northeas	Section Seven t Quarter (NE1) (13) South, Ra	(7); and of Secti	the Northe	ast Quarter	(NEL) of	+h
	EXCEPTING THERE	FROM all	portions c	f the above	describe	d
property	lying below an ve sea level, U	elevatio	n of three	hundred th:	rty (330)
	Said real prope					
(76) acr	and note propo	T.A.l. Combr	rorneabbi	OWTWERDET.A. BU	Actionants	X

revenu

..... heirs and assigns forever,_____ ----T.E.M. 7.P. Witness our hand 8 and seal 8 this 7th day of 5 192 Signed and executed in presence of hearen SEAL GRA

STATE	OF	CALIFORNIA,	1
Count	y of	CALIFORNIA,	}.ss

On this.....

......Nineteen Hundred and twenty-five, before me, Hocce & Myanghei

a Notary Public in and for said County and State, residing therein, duly commissioned and sworn personally appeared JOHN TREANOR and CATHERINE ELIZABETH TREANOR, husband and wife,

instrument and acknowledged to me that....t.he.Y.....executed the same.

> IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, Los Angeles, at my office, in said County of San XDiego, State of California, the day and year

in this certificate first above written.

7th day of.

Notary Public in and for the County of SKDHY, State of California. Los Angeles

In Book Record RECORDED AT REQUEST OF UNION TITLE INSURANCE CO. Dated ABEXADONES COMPANY 933 FOURTH STATIONEDS CH 933 FOURTH STATIONEDS CH 935 FOURTH STATIONEDS CH B. - 1 H. FERRY, County Recorder s of San Diego County, Calif. No. HN TRE ANOR, 5 () 140440 10 Deeds. FLETCHER At 9 o'clock A. M. MAY 23 1925 G February Grant Deed 000 PAR nocch 1086Page Can Dona Deputy 10 ET 819 UX, 25172 1925

AGREEMENT.

THIS MEMORANDUM OF AGREEMENT, made and entered into this <u>S</u> day of <u>March</u>, 1925, by and between JOHN TREANOR, of Los Angeles, Los Angeles, County, California, sometimes hereinafter referred to as "First Party", and ED FLETCHER, of San Diego, San Diego County, California, sometimes hereinafter referred to as "Second Party",

WITNESSETH:

WHEREAS, the parties of the first and second part are now jointly interested in the specific pieces and parcels of real property hereinafter described or referred to and also in certain enterprises and undertakings relating to land and water development in San Diego County and it is the desire of the first party to sever all business relations with the second party in regard to said properties and enterprises and the second party is agreeable thereto;

NOW, THEREFORE, it is mutually covenanted and agreed

by and between the parties as follows, to-wit:

I.

INTRODUCTORY PROVISIONS.

1. This contract is executed in quadruplicate, one executed copy for John Treanor, one for Griffith Henshaw, one for Ed Fletcher and the fourth to be deposited with the UNION TITLE COMPANY in escrow.

2. WHEREAS, a number of deeds, agreements and instruments will be necessary in order to effectuate the segregation of interests in and to the properties and enterprises

hereinbefore referred to, the parties hereto agree that they will execute or cause to be executed each and every deed, contract or instrument necessary to effectuate the purpose of this contract and that should the signature of any corporation, or third party or parties to any deed, contract or instrument be necessary in order to carry out the purposes of this agreement, that each of the parties hereto obligated to execute such instrument hereby covenants and agrees with the other that such deed, contract or instrument will be executed by such necessary parties. It is the purpose of the parties that this contract, together with the deeds, contracts and instruments herein referred to, shall be deposited in escrow with the Union Title Company, of San Diego, and shall be held by said Union Title Company under the terms hereof until each and every deed, contract or instrument required by the provisions hereof has been executed in such legal form as is satisfactory to the parties hereto and their attorneys, to the end that when all of said instruments have been delivered 1

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to the parties entitled thereto, the said John Treanor and Griffith Henshaw, or either of them, and the said Ed Fletcher will not be jointly interested in any parcel of land or in any enterprise hereinafter referred to.

II.

SOLANA BEACH PROPERTIES.

It is mutually understood by and between the 1. parties that the properties herein referred to as the "Solana Beach" properties, include that particular subdivision of real estate delineated on a map bearing the legend in the lower right hand corner of "Solana Beach", made by R. Whit-

marsh and attached to a contract executed on the 5th day of January, 1923, by Ed Fletcher as party of the first part and Griffith Henshaw as party of the second part. Said subdivision comprises approximately two hundred and eight (208) acres, said land being located in Township 13 South, Range 4 West, and Township 14 South, Range 4 West, S. B. M., San Diego County, California.

13

2. In order that the entire equitable title to the property hereinbefore described as the "Solana Beach" property and all of the interest of the said John Treanor and Griffith Henshaw therein may be vested in the said party of the Second part, the party of the first part agrees to cause to be executed a quit-claim deed and assignment to the said Ed Fletcher, conveying all of the right, title and interest of the said John Treanor and Griffith Henshaw to the said "Solana Beach" pro-[except lots 3, 4 and 5, in Block Twenty-three thereof) perties/A said quit-claim deed and assignment to be deposited with the Union Title Company in escrow under the terms and provisions of this contract.

3. The party of the second part agrees to deposit with the Union Title Company in escrow under the terms hereof, his copy of a contract dated January 5th, 1923, executed by Ed Fletcher and Griffith Henshaw, to which contract there is attached and made a part thereof written instructions to the Southern Title Guaranty Company by George H. Jones and Ed Fletcher, and the party of the second part agrees to write across the face of the contract to be so deposited a cancellation thereof, duly signed by the said Ed Fletcher.

4. The party of the first part agrees to also deposit in escrow with the Union Title Company his copy of the aforesaid contract between Griffith Henshaw and Ed Fletcher and that there shall be written across the face of the contract a cancellation thereof signed by Griffith Henshaw. 11

It is the purpose of this and the preceding provision that when said escrow is finally closed the said Ed Fletcher and Griffith Henshaw shall each have in their possession a cancellation of said contract.

5. In consideration of the execution of the said quit-claim deed and as a part of the consideration for the execution of this contract, the party of the second part covenants and agrees to deposit in escrow with the Union Title Company within the time hereinafter fixed two promissory notes, payable to the Southern Trust & Commerce Bank, of San Diego, cancelled or marked "paid"; said notes being respectively for Ten Thousand Dollars (\$10,000.00) and Four Thousand Dollars (\$4,000.00) each, on which there is now due as principal the sum of Twelve Thousand Four Hundred Dollars (\$12,400.00). These notes are executed by John Treanor and Griffith Henshaw and Ed Fletcher. The second

party further agrees to deposit in escrow with the Union Title Company a note for Twenty Thousand Dollars (\$20,000.00), which shall be cancelled and marked "paid". In said last note the First National Bank, of Los Angeles, is named as payee and John Treanor, Griffith Henshaw and Ed Fletcher are the makers thereof.

6. The second party further covenants and agrees that should there be any other promissory notes or obligations outstanding and unsatisfied which in any manner obligate or make liable the said John Treanor and Griffith Henshaw, or either of them, relating to the "Solana Beach" properties,

the said Ed Fletcher will cause said promissory notes and/or obligations to be likewise cancelled and deposited in escrow as herein provided.

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7. It is mutually understood and agreed by and between the parties that the aforesaid indebtedness, represented by the notes upon which the aggregate unpaid principal is Twelve Thousand Four Hundred Dollars (\$12,400.00) to the Southern Trust & Commerce Bank, is secured by a trust deed executed on the first day of October, 1924, by Ed Fletcher, John Treanor and Griffith Henshaw, and the party of the second part hereby covenants and agrees with the first party that any indebtedness, now evidenced by any promissory note or notes executed by either of the parties to said trust deed or otherwise, shall be secured by a new instrument, either a mortgage or trust deed agreeable to the parties thereto and that said bank trust deed shall be satisfied of record so as to release the said John Treanor and Griffith Henshaw

from any liability of any kind and nature growing out of said instrument and said instrument so satisfied and released shall be deposited in escrow with the Union Title Company to be delivered to the party of the first part before said escrow is closed.

If there are any other trust deeds, mortgages or instruments of any kind whatsoever relating to said "Solana Beach" properties executed by the said John Treanor, Griffith Henshaw and Ed Fletcher which in any manner or form obligate or render liable the said John Treanor and Griffith Henshaw, or either of them, the said Ed Fletcher agrees that any such instrument shall be satisfied of record, or that the obligee

shall execute a contract releasing the said John Treanor and Griffith Henshaw from any liability, and said instrument of release or said instrument so satisfied of record shall be deposited as hereinbefore provided with the Union Title Company in escrow.

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8. The party of the first part hereby agrees with the second party that said second party is entitled to receive all proceeds coming from sales contracts, or from any other contract in relation to the development of the "Solana Beach" properties, it being understood that the conveyances hereinafter provided for are to be and will be accepted by the said John Treanor and Griffith Henshaw in full satisfaction for any interest or profit the said John Treanor or the said Griffith Henshaw may have in and to the "Solana Beach" properties, or any sales contracts or other contracts in relation thereto, and the party of the first part hereby undertakes, agrees and covenants to fully satisfy the said

Griffith Henshaw as to any claim or demand he may have against the said Ed Fletcher growing out of any interest he may have in said "Solana Beach" properties, or in any sales contracts or other contracts in relation thereto.

III.

CARROLL PROPERTIES.

1. It is understood by and between the parties hereto that wherever in this instrument the "Carroll" properties are referred to, the same is intended to identify and describe a tract of land comprising approximately seventysix acres, and more particularly described as follows: Lots Three (3) and Four (4) in Section Eight (8); the Southwest Quarter (SW1) of the Southwest Quarter (SW1) of Section Eight (8); the Southeast Quarter (SE1) of the Southeast Quarter (SE1) of Section Seven (7), and the Northeast Quarter (NE1) of the Northeast Quarter (NE1) of Section Eighteen (18), all in Township 13 South, Range 2 West, S. B. M., Ŀ

excepting therefrom all portions of the above described property lying below an elevation of three hundred thirty (330) feet above sealevel, U.S.G.S. Datum.

2. The first party hereby covenants and agrees to execute or cause to be executed a good and sufficient grant deed, conveying the title to the properties hereinbefore in this article described to Ed Fletcher, party of the second part. The property to be conveyed comprises approximately fifty-one (51) acres lying easterly of Lake Hodges and twentyfive (25) acres of land lying westerly of Lake Hodges, all above the three hundred thirty foot contour. Said conveyance shall be free and clear of all incumbrances.

3. The party of the first part further covenants

and agrees upon the demand of the said party of the second part to grant or cause to be granted to the said Ed Fletcher an easement or right of way not exceeding forty (40) feet in width upon as suitable a grade as the topography of the land will permit from that certain county road known and designated as "San Diego County Road Survey No. 327" over such property, lying southerly and easterly of Lake Hodges as is owned by the said party of the first part, or Griffith Henshaw, or either or both of them, said right of way to be at all points above the three hundred ninety-five (395) foot contour, to the end that the said Ed Fletcher may have access to that portion of the "Carroll" properties hereinbefore

referred to and lying easterly of Lake Hodges. It is further agreed and understood that said right of way shall be surveyed at the expense of the party of the second part, in order that the right of way or easement to be granted may be correctly described and accurately located upon the ground, and said survey shall be made without expense to the party of the first part and shall be so located as to be satisfactory to the said party of the first part and be of as little detriment as possible to the fee simple title of the properties of the said John Treanor and Griffith Henshaw, or either or both of them. It is further understood and agreed that the party of the first part may, if he so desires, require said second party to fence said right of way as a condition precedent to the making of said grant. Should said grant, or right of way not be executed as herein provided within five (5) years from date hereof, then the said John Treanor shall be under no further obligation to grant said right of way and the granting of said right of way shall not be a condition precedent to the closing of this escrow.

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4. It is understood and agreed by and between the parties that the said John Treanor shall furnish the said Ed Fletcher a certificate of title showing the title of the "Carroll" properties, to-wit: the seventy-six acres hereinbefore referred to as being vested in John Treanor and Ed Fletcher free and clear of all liens and incumbrances as to the undivided one-half interest of the said John Treanor, it being mutually understood that the cost of said certificate shall be borne by the parties hereto share and share alike.

SAN LUIS REY PROPERTIES.

1. The properties herein referred to as the "San Luis Rey" properties include the following parcels, which are fully described in an instrument executed on the 30th day of December, 1921, by William G. Henshaw and Hetty T. Henshew, as grantors, to John Treanor and Ed Fletcher, as grantees, which deed was recorded in the County Recorder's office in San Diego County on March 31, 1922, in Book No. 875 of Deeds, at page 404, et seq., and which parcels, for identification in this instrument are referred to as: parcels two, three, four, six, seven, eight, nine, ten, eleven, twelve, thirteen, fourteen, sixteen and seventeen, said numbers corresponding with the same numbers on the deed referred to.

2. The second party covenants and agrees with the first party that he will execute or cause to be executed a good and sufficient grant deed conveying to John Treanor 1

and Griffith Henshaw all his right, title and interest in and to the aforesaid "San Luis Rey" properties. It is understood that the interest of the said Ed Fletcher in and to the said "San Luis Rey" properties is an undivided onefourth interest, the same being conveyed to him by the deed hereinbefore in this paragraph referred to, and the said second party agrees with the said first party to pay onefourth of the expense of furnishing John Treanor and Griffith Henshaw a certificate of title showing the title to be vested in the present owners and the undivided one-fourth interest thereof in Ed Fletcher, free and clear from all liens, clouds and incumbrances, except as hereinafter provided.

3. The second party further agrees to deposit in escrow, together with the deed last above referred to, a certificate of title showing the said "San Luis Rey" properties vested as follows: a three-fourths interest in John Treanor and a one-fourth interest in Ed Fletcher, to the end that when the deed above referred to is delivered and recorded the title to all of said properties will be vested in the said John Treanor and Griffith Henshaw. The certificate of title as to parcel eleven of the "San Luis Rey" properties shall be wholly paid for by Ed Fletcher. 11

4. It is understood that parcel seven is subject to a mortgage of Ten Thousand Nine Hundred Dollars (\$10,900.00) and that the share of said indebtedness which the said Ed Fletcher should pay is Two Thousand Seven Hundred Twenty-five Dollars (\$2,725.00), and that John Treanor agrees to accept the conveyance hereinbefore referred to of said parcel seven subject to said mortgage of Ten Thousand Nine Hundred Dollars (\$10,900.00), it being agreed by and between the parties that

in lieu of the payment of said Two Thousand Seven Hundred Twenty-five (\$2,725.00) Dollars by Ed Fletcher, said Ed Fletcher will execute to said John Treanor and Griffith Henshaw a bill of sale to the boating equipment on Lake Hodges and will transfer, set-over and deliver to the said John Treanor fifty-five (55) boats on Lake Hodges, estimated to be of the value of Twenty Dollars (\$20.00) each; also sixty (60) pairs of cars of the estimated value of Five Dollars (\$5.00) for each pair, and eight (8) Elto motors, valued at Seventy Dollars (\$70.00) each, making a total estimated value of said boats, cars and motors of Nineteen Hundred and Sixty Dollars (\$1960.00). Said Ed Fletcher further guarantees that said boating equipment, consisting of boats, oars and motors, is free and clear of liens and incumbrances and that he can and will deliver title thereto. L

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5. In consideration of the party of the first part accepting the grant deed to parcel number seven, hereinbefore referred to, subject to a mortgage of Ten Thousand Nine Hundred Dollars (\$10,900.00), the said Ed Fletcher agrees to convey by assignment to John Treanor and Griffith Henshew the contracts of purchase and sale described in sub-sections "a" and "b" in this article, following:

a. A contract of sale executed on the 20th day of March, 1922, between Ed Fletcher and John Treanor, parties of the first part, and Jemmie B. Hayes, party of the second part. The said Ed Fletcher representing to the said John Treanor that there is now due from the purchaser on account of said purchase and contract of sale the sum of Fourteen Hundred Dollars (\$1400.00), and that John Treanor is the owner of three-

fourths of said equity and that said Ed Fletcher is the owner of one-fourth thereof.

b. Said Ed Fletcher agrees to transfer to said John Treanor his interest in and to a certain contract of purchase and sale dated March 13, 1923, in which F. Mc Moreno is the purchaser and Ed Fletcher and John Treanor are the vendors, to that particular parcel of land described in said contract of purchase and sale and that said Ed Fletcher A represents to said John Treanor that there is now due on the said contract the sum of Eight Hundred Dollars (\$800.00), in which John Treanor is the owner of a three-fourths interest and Ed Fletcher of a one-fourth interest.

c. It is understood that the title to the propertied described in said contract of purchase and sale and referred to in paragraphs lettered "a" and "b" is now vested in John Treanor and Ed Fletcher. The said Ed Fletcher agrees to deposit with the Union Title Company in escrow a deed executed by himself and wife, transfering and conveying to the said John Treanor and Griffith Henshaw title to each of the properties described as aforesaid, to the end that the said John Treanor and Griffith Henshaw, when the purchasers have paid in full the contract price, may be able to convey to them a fee simple title to the properties described. 1

d. It is further understood by and between the parties that the property described in the contract of March 20, 1922, and referred to in paragraph "a" hereof is subject to a mortgage of One Thousand Dollars (\$1,000.00, which the said John Treanor assumes and agrees to pay.

e. The said Ed Fletcher agrees to execute and de-

posit with the Union Title Company in escrow, as herein provided, his promissory note in the sum of Four Hundred Sixty-five Dollars (\$465.00), bearing interest at the rate of Seven (7) per cent., maturing ninety days after date, and payable to John Treanor and Griffith Henshaw.

If it shall be found by the said John Treanor that the sum of Four Hundred Sixty-five Dollars (\$465.00) named as the amount of the said note, when added to the Nineteen Hundred and Sixty Dollars (\$1960.00) named as consideration for the boating equipment, and the Three Hundred Dollars (\$300.00), being the equity referred to in subsections "a", "b" and "d" is not the correct sum to complete the payment of the said Ed Fletcher's liablity on said mortgage, then the said Ed Fletcher agrees to execute a new note which shall represent the correct sum.

f. The party of the second part agrees to deposit with the Union Title Company in escrow a certificate of title to the property referred to in sub-sections "a" and "b" and described in said contracts of purchase and sale, showing the title thereto to be vested in John Treanor and Ed Fletcher free and clear of incumbrances as to the one-fourth interest of Ed Fletcher, except as to a mortgage lien of One Thousand Dollars (\$1,000.00) against the property referred to in subsection "a", the expense of said certificate of title to be borne by the parties hereto as follows: John Treanor, threefourths of said expense and Ed Fletcher one-fourth.

V.

LANDS LYING SOUTH OF LAKE HENSHAW.

1. This title refers to properties in which the party of the second part has an interest, lying south of Lake Henshaw and hereinafter more particularly described and the purpose of this article is to obligate the party of the second part and said party does hereby agree with said John Treanor to convey to the first party and Griffith Henshaw all of his right, title and interest in and to the lands hereinafter described, it being assumed for the purpose of this agreement that the said Ed Fletcher has an undivided one-sixth interest in and to the properties designated as the "Fletcher-Keller-Kerckhoff-Salmons" lands and the entire

interest in the properties designated as the "Fletcher-

Salmons" lands, and in the property referred to as located in Section 15, Township 11 South, Range 2 East, S. B. M., San Diego County, California.

2. The party of the second part hereby covenants and agrees to execute a good and sufficient grant deed conveying to John Treanor and Griffith Henshaw all his right, title and interest in and to the following described real property:

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The Northeast Quarter (NE1) of the Northeast Quarter (NE1) of Section Twenty-three (23); Lot One (1) in the Southwest corner of Section Thirteen (13); Lots Two (2), Three (3) and Four (4), and the Southwest Quarter (SW1) of the Southeast Quarter (SE1) of Section Fourteen (14), all in Township 11 South, Range 2 East, S. B. M., all in San Diego County, California. (Fletcher-Keller-Kerckhoff-Salmonds lands)

3. That second party agrees to convey by good and sufficient grant deed to the said John Treanor and Griffith Henshaw all his right, title and interest in and to

> Lot Five (5) of Section Ten (10); Lot One (1) of Section Fourteen (14); Lot One 11) and the

Northwest Quarter (NW1) of the Northeast Quarter (NE1) of Section Fifteen (15), township 11 South, Range 2 East, S. B. M., (Fletcher-Salmons lands)

all in San Diego County, California. It is understood that the land described in this paragraph comprises approximately one hundred thirty (130) acres.

4. The party of the second part covenants and agrees to convey to the said John Treanor and Griffith Henshaw all his right, title and interest in and to the East half (E_2^{\pm}) of the Northwest Quarter (NW1); the South half (S_2^{\pm}) of the Northeast Quarter (NE1) and the Northeast Quarter (NE1) of the Southeast Quarter (SE1) of Section 15, Township 11 South, Range 2 East, S. B. M., all in San Diego County, California.

It is understood that the land herein described comprises approximately two hundred (200) acres.

5. The party of the first part agrees to deposit in escrow a grant deed executed by John Treanor and Griffith Henshaw conveying to Mary C. B. Fletcher a tract of land of approximately one (1) acre, said land to be selected by the grantor out of the one hundred thirty acres tract referred to in paragraph three hereof, said deed to contain such restrictions as to building and use as the grantor may elect.

6. The party of the first part agrees, when the foregoing land shall have been subdivided, to deed to Frank Salmons a one acre tract, to be selected by the grantor and subject to such restrictions as to building and use as the grantor may elect. It is expressly understood that the deed to Frank Salmons shall not be executed prior to such subdivision and shall not in any way delay or hinder the closing

of this escrow.

7. It is further understood and agreed by and between the parties that the party of the first part intends to dedicate a highway over and across the lands sometimes known to the parties as the "Fletcher-Salmons" lands and located in Sections 10, 14 and 15 above referred to, said highway or right of way to extend to the lands owned by the said Rd Fletcher in the aforesaid Section 14, but in lieu of such dedication the party of the first part may, if he so elects, grant to the said Ed Fletcher a right of way to be not less than twenty-five (25) nor more than fifty (50) feet in width and leading across the so-called "Fletcher-Salmons" lands to the lands owned by Ed Fletcher in said Section 14, provided that in the event the said party of the first part elects in lieu of dedicating a public highway as above recited, to grant to the said Ed Fletcher a right of way, as a condition precedent to such grant the said Ed Fletcher shall, at his own expense, cause a survey to be made of said right of way, the same to be approved by the party of the first part, in order that said right of way may be accurately and definitely located on the ground.

It is expressly understood by and between the 8. parties that the obligation of the party of the first part to dedicate a high way, as provided in paragraph 7 above, or to grant a right of way as provided in said paragraph, shall not in any way delay the closing of this escrow, it being expressly understood by and between the parties that this provision as to a right of way or the dedication of a highway need not be executed by the party of the first part until said lands are subdivided, provided that such subdivision is made within five (5) years from the date hereof. Should said property not be subdivided within said five year period, then the party of the first part shall immediately dedicate the highway provided for in paragraph 7 above, or grant the right of way therein referred to. Provided that until such highway or easement shall be established the party of the second part shall have free ingress and egress to his said property over the lands of the said Fletcher-Salmons tract. 9. It is further expressly understood by and between the parties that Ed Fletcher shall deposit with the Union Title Company as a part of this escrow a certificate of title showing the so-called "Fletcher-Keller-Kerckhoff-Salmons" lands to be vested in him free and clear of any

cloud, lien or incumbrance as to the one/sixth interest of said Ed Fletcher. This certificate shall be paid for by Ed Fletcher.

Said Ed Fletcher also agrees to deposit in escrow with the Union Title Company a certificate of title to the so-called "Fletcher-Salmons" lands of approximately one hundred thirty acres, showing the title to said lands to be vested in Ed Fletcher free and clear of all incumbrances, said certificate to be paid for by Ed Fletcher.

Said Ed Fletcher agrees to deposit in escrow with the Union Title Company a certificate of title showing the condition of the title of the said Ed Fletcher in and to approximately two hundred acres in the aforesaid Section 15. Township 11 South, Range 2 East, S. B. M., which certificate of title shall be paid for by the said Ed Fletcher.

The party of the second part represents to the 10. party of the first part that he has paid on account of the acquisition of the aforesaid two hundred acres, Six and

50/100 Dollars (\$6.50) per acre and that he will place in escrow an assignment to the said John Treanor and Griffith Henshaw any and all evidence of title to said property in his possession; also all contracts relating to said property, properly assigned to the said John Treanor and Griffith Henshaw and also place in escrow with the Union Title Company all documents and written information relating to the acquisition of said real property to the end that the said John Treanor and Griffith Henshaw may do any act or thing necessary to acquire a good, merchantable title to said property.

THE CHAPMAN PROPERTY.

1. The party of the second part agrees to convey by grant deed to John Treanor and Griffith Henshaw his undivided one-fourth interest in approximately eighty-two and 9/10 (82.9) acres of the so-called "Chapman" property, lying above the 395 foot contour, said 82.9 acres being all that real estate lying above the 395 foot contour described in that certain deed executed by William G. Henshaw and Hetty T. Henshaw, husband and wife, to John Treanor and Ed Fletcher, dated December 30, 1921, and recorded in Book 875 of deeds at page 404, et seq., the description being that set forth in parcel number nineteen in said deed. 1

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2. The party of the second part agrees to deposit in escrow a certificate of title to the so-called Chapman property described in the foregoing paragraph, showing his undivided one-fourth interest therein to be free and clear from all liens, clouds and incumbrances and vested as follows: An undivided three-fourths interest in John Treanor and an undivided one-fourth interest in Ed Fletcher; the cost of said certificate to be borne three-fourths thereof by John Treanor and one-fourth by Ed Fletcher.

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VII.

THE BARNETT PROPERTY.

1. The party of the second part covenants and agrees to cause to be executed to John Treanor and Griffith Henshaw a grant deed by Catharine Fletcher Taylor and husband, conveying to the aforesaid parties the following real property:

All those portions of the M. Barnett tract in the

Rancho San Bernardo in San Diego County, California, conveyed by Kate Deasy to C. F. Taylor by two certain deeds dated respectively October 19, 1922, and recorded in Book 932 of Deeds at page 426, et seq., and a deed dated May 16, 1923, recorded in Book 939 of Deeds at page 381, et seq. Said deeds being recorded in the County Recorder's office in San Diego County.

2. It is understood that there shall be excepted from the deeds provided for in the foregoing paragraphs the following items:

That portion of the San Bernardo Rancho convey-8. ed by C. F. Taylor to Griffith Henshaw by deed recorded in Book 1000, at page 459, et seq., in the County Recorder's office of San Diego County, California, filed June 27, 1924.

b. That portion of the aforesaid San Bernardo Rancho conveyed by C. F. Taylor to one S. W. Harris by deed dated on the 18th day of August, 1923, and recorded in Book 971 of Deeds, at page 166, et seq., in the County Recorder's office in San Diego County, filed October 27, 1923.

c. That portion of the San Bernardo Rancho conveyed by C. F. Taylor to one T. A. Evans by deed dated on the 8th day of February, 1924, and recorded in Book 1010 of Deeds at page 432 et seq., in the County Recorder's office in San Diego County, filed October 16, 1924.

d. Also deed from C. F. Taylor to T. A. Evans, dated February 6, 1925, covering 2.1 acres, which has not been recorded, said 2.1 acres having been purchased April 15, 1924.

It is understood by and between the parties that 3. the party of the first part has already secured a certificate of title on the San Bernardo lands in this article described and that the party of the second part is not to beburdened with any expense in relation to said certificate, except that said Ed Fletcher shall have the aforesaid certificate on the

property being conveyed continued to date and deposited in escrow with the Union Title Company to be delivered to the party of the first part as herein provided. Said continuation shall be at the expense of Ed Fletcher and shall show the title in and to said property free and clear of all liens and incumbrances and shall show title vested as follows: An undivided one-half interest in John Treanor and the remaining undivided one-half in Catharine Fletcher Taylor.

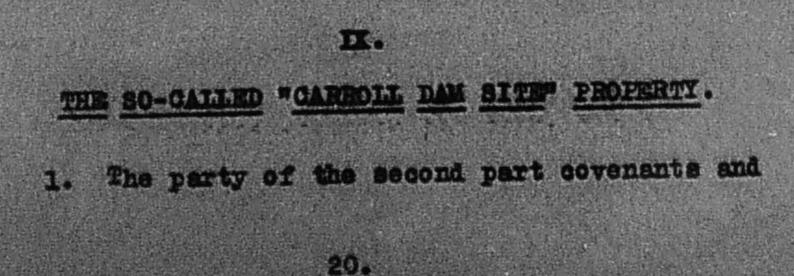
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VIII.

CERTIFICATES OF STOCK IN THE SAN DIEGO COUNTY WATER COMPANY.

1. It is understood by and between the parties that Ed Fletcher is now the owner and in possession of fifty (50) shares of the preferred and twenty-five (25) shares of the common stock of San Diego County Water Company, and the said Ed Fletcher hereby covenants and agrees with the party of the first part to endorse in blank the certificates or certificate representing the fifty shares of the preferred stock of the San Diego County Water Company and to endorse in blank the twenty-five shares of the common stock of the said San Diego County Water Company and to endorse ferred shares and said common shares in escrow with the Union Title Company to be delivered to the party of the first part upon the closing of said escrow.



agrees with the party of the first part that he will execute a good and sufficient grant deed in which the said Ed Fletcher and Mary C. B. Fletcher, his wife, as grantors, will convey to John Treanor and Griffith Henshaw an undivided one-half interest in the so-called "Carroll Dam Site" property, which property is more particularly described as follows: B

The Northeast Quarter (NEL) of the Southeast Quarter (SEL); the North half (NE) of the Southwest Quarter (SWL); the West half of the Southeast Quarter (SEL) of Section 13, Township 13 South, Range 3 West, S. B. M. San Diego County, California.

2. Second party agrees with first party to deposit in escrow a certificate of title showing an undivided onehalf interest in and to said Carroll property to be vested in Ed Fletcher and the remaining one-half interest to be vested in John Treanor, the costs of said certificate to be borne share and share alike by the said Ed Fletcher and John Treanor, said certificates of title to show said property to be free and clear from all liens, clouds or incumbrances, as to the undivided onehalf interest of the said Ed Fletcher.

X. BERNARDO AND HODGES GROVE ACRES.

1. The party of the second part covenants and agrees to deposit in escrow a good and sufficient grant deed conveying to John Treamor and Griffith Henshaw a certain tract of land of approximately one (1) acre, known to the parties as "Bermardo Acre", together with all improvements thereon, and also a tract of one an more acres, known to the



parties as "Hodges Grove Acre". The so-called "Bernardo Acre" is located at the south end of the cement bridge crossing Lake Hodges and is intersected by the county highway, and the so-called "Hodges Grove Acre" is located on the north side of Lake Hodges in the old "Carroll" property. The deeds to both so-called acre tracts shall include all improvements situated on either tract.

2. It is understood by and between the parties that both sore tracts above referred to are now occupied by L. A. Hinshaw, under a purported lease between the said Ed Fletcher and the said Hinshaw, and the party of the second part hereby covenants and agrees to secure the cancellation of any and all leases and contracts between himself and the said Hinshaw relating to the said two tracts and deposit the same in escrow with the Union Title Company.

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3. The party of the first part hereby covenants and agrees with the party of the second part to execute a new contract of lease between the said John Treamor and Griffith Henshaw as lessors, and the said Hinshaw as lessee, wherein and whereby the said Hinshaw will be given a new lease upon the aforesaid so-called acre tracts, it being understood that said last named lease shall contain terms and conditions satisfactory to the lessors and the lessee. 4. It is further agreed by and between the parties hereto that M Fletcher is to give written instructions to the Southern Title Guaranty Company to deliver to the Union Title Company, as a part of this escrow, a certain contract executed in duplicate by the San Diegnito Matual Water Company conveying to the said Fletcher certain hunting, fishing and boating privileges, it being the intent of the parties that when said duplicate agreements are so deposited they shall be cancelled and become null and void and of no effect and the said M Fletcher agrees to write across the face of each of said agreements the word "Cancelled" over his own signature, together with the date of such cancellation.

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The said Ed Fletcher also covenants and agrees that he will deposit in escrow with the Union Title Company a certain contract executed by the San Dieguito Mutual Water Company and the said Ed Fletcher, relating to hunting, boating and fishing privileges on Lake Hodges and that he will write across the face of said contract the word "Cancelled" over his own signature; said cancelled contract to be delivered to the first party upon the closing of this escrow, it being expressly understood by and between the parties that upon the cancellation of the hunting, boating and fishing contracts

referred to in these paragraphs that all rights and privileges of the said Ed Fletcher for hunting, boating and fishing on said lake shall cease and determine.

5. It is further covenanted and agreed by the party of the second part that he will deposit in escrow with the Union Title Company a certificate of title showing the titles of said two so-called acre tracts vested in himself free and clear of all liens, clouds and incumbrances and the expense of said certificates is to be borne by Bd Fletcher.

II.

AN PASCUAL PERSONAL PROPERTY.

1. It is understood by and between the parties

that Whereas, a controversy has arisen between the parties hereto concerning payments of One Thousand Dollars (\$1000) in cash, and acquisition and ownership of certain person property which was acquired in the transaction attending the purchase of the San Pasqual and Pratt ranches, located in the San Pasqual Valley, while Ed Fletcher was acting as agent for the San Diego County Water Company for the purchase of said ranches and which personal property Treanor claims was received by Fletcher and which Fletcher claims was received by Harbell and retained by him as his compensation for services in said transaction:

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It is hereby agreed that as part of the consideration of this general settlement of accounts between the parties hereto, the party of the second part will pay to the party of the first part said One Thousand Dollars (\$1000), and cause to be set over, transferred and delivered to the San Diego County Water Company all of said personal property, excepting a por-

tion thereof which has been sold by Harbell to third parties at public auction, and that as to the portion so sold, said Fletcher will pay or cause to be paid to said San Diego Water Company the amounts received on said auction sales.

2. It is understood and agreed that said Ed Fletcher County has already caused to be delivered to the San Diego/Water Company a check in the sum of Three Thousand Highty and 70/100 Dollars (\$3,080.70), which represents the said sum of One Thousand Dollars (\$1000.) and also represents the proceeds of the auction sale of a portion of said personal property.

3. It is understood and agreed by and between the parties that upon the transfer and deliver of the personal property unsold and in the possession of C. O. Hardell, together with a bill

of sale for the same, that the above transaction will be closed subject to the right of the San Diego County Water Company, or its representative, to have a further accounting in the event that upon examination it should be discovered that the payment of the sum mopresented by the check above referred to does not cover, in addition to said One Thousand Dollars (\$1000), the true amount received for the personal property sold, or that said sales were not bona fide on open and competitive bidding, and the said Ed Fletcher hereby recognizes the right of the San Diego County Water Company to make inquiry into the value of all of the aforesaid personal property sold, and as to the good faith of said sales, and hereby agrees to pay to the San Diego County Water Company, or its representative, the difference between the purchase price of the aforesaid personal property sold at public suction and its actual value, if/not found that said sales were bona fide and for the best price obtainable.

GENERAL PROVISIONS.

XII.

1. It is the intent of the parties that all instruments, whether deeds, contracts or leases, except where in this contract otherwise provided, shall be deposited with the Union Title Company in escrow within thirty (30) days from date hereof, it being the purpose and intent of the



parties to close this escrow within thirty (30) days from date hereof.

2. All instruments, including deeds, leases, contracts, or cancelled agreements, of any kind or character deposited in escrow shall, upon the closing of the escrow be delivered to the beneficiaries, or to the parties to whom, under the terms of this agreement, it is intended that such instruments shall be delivered.

3. In the event of the discovery of any error in any description or in any contract, lease or other instrument, the party who should make such correction hereby covenants and agrees to correct said instrument immediately upon having his attention called to such error.

4. This contract is made for the express benefit of Griffith Henshaw in addition to the parties whose names are signed hereto.

5. All deeds, leases, contracts and instruments of whatsoever nature or character to be deposited in escrow shall be subject to the approval of the party for whose benefit such deed, contract, lease or instrument is made.

6. Wherever in this instrument the word "deed" is used it is intended to mean a grant deed, except where otherwise provided.

7. Wherever in this instrument a deed is to be executed by a married man as grantor, said deed shall also

be executed and acknowledged by his wife, and wherever in this instrument a deed or other instrument is to be executed by a corporation, the directors of said corporation shall adopt a resolution authorizing the execution of such instrument and there shall be filed in this escrow a certified copy of said resolution with the seal of said corporation affixed.

8. The expenses of this escrow shall be paid share and share alike by the parties hereto.

9. It is understood and agreed that in the various covenants of this agreement for furnishing and depositing in escrow certificates of title to the properties described, the respective parties are only held to liability to showing clear and unencumbered title to the interest which such party is contracting to convey, and that each party shall be responsible for clearing any cloud from his separate interest, and that any expense for clearing the title to their joint interests shall be shared between them in proportion to their several interests.

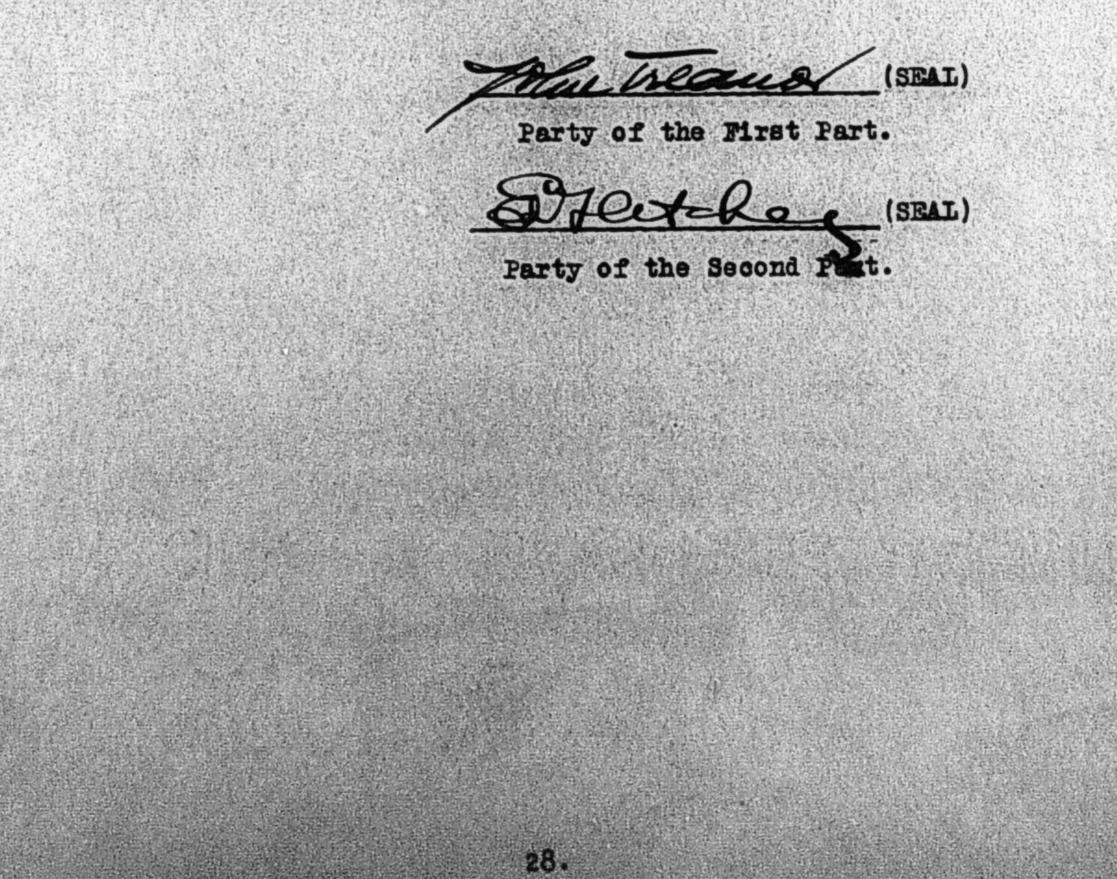
10. It is also understood that the performance of this agreement by the due execution by each of the parties of all the terms and conditions thereof shall effect a complete settlement between said John Treanor and Griffith Henshaw on the one hand, and M Fletcher on the other, of all demands, claims and liabilities heretofore existing between them pertaining to or arising out of their transactions relating to add properties.

11. In event of the discovery by either party of

any mistake of fact, as to any of the properties or matters referred to in this contract, or any undisclosed interest of any kind or character relating thereto, the party thereby injured or aggrieved shall have the right to demand the transfer to him by proper instrument of such property or interest upon such terms and conditions as shall be just and equitable, and upon such demand such transfer shall be made.

12. The second party agrees to deposit with the Union Title Company for delivery to the first party, properly assigned, all policies of insurance upon such buildings and improvements as are by the terms hereof conveyed to John Treanor and Griffith Henshaw.

IN WITNESS WHEREOF, the parties have hereunto subsoribed their names and affixed their seals the day and year first above written.



COPY

JOHN TREANOR and CATHERINE ELIZABETH TREANOR, husband and wife.
of Los Angeles, California, and GRIFFITH HENSHAW and IRENE R. HENSHAW, busband and wife, of San Francisco, California,
For and in consideration of
TEN and 00/100 DOLL
Do hereby grant to MARY O. B. FLETCHER, of San Diego, California
ECOLUMN CLIPPINE PROVIDE CONTRACTOR
All that Real Property situated in the
County of San Diego, State of California, bounded and described as follows:
BEGINNING at a point of intersection between the Southerly boundary line of Rancho Valle De San Jose, as per map No. 795 filed May 1st, 1915, in the office of the County Becorder of Sa Diego County, California, and the South line of the fractional Northweet Quarter (NWT) of Section 14 T. 11 S., R. 2 E., S. B. from whence clasing corner common to Sections 14 and 15, T. 11 R. 2 E., S. B. M., bears North 52° 15' West for a distance of 2842.5 feet; thence North 52° 15' West for a distance of ary line of Rancho Valle de San Jose for a distance of 345.0 fe thence South 37° 15' West for a distance of 264.4 feet to a poin on the said South line of the Northwist Quarter (NWT) Section 1 thence Easterly along the said South line of the Northwest Quar (NWT) Section 14 to point of beginning, excepting therefrom the right of way of the County Road known as Route 18, Division 5; containing 1.05 acres more or less.

The premises hereby granted shall not be used for other than residential purposes;

(b) The granted premises shall at all times be kept in an orderly and sanitary condition, and shall not be occupied by persons of any race other than the Caucasian.

P

Any violation of the restrictions herein shall operate as a forfeiture of title, and the title to said property hereby conveyed shall revert, upon such default, to the grantors herein; and the grantors shall be the sole judges of said forfeiture.

TO HAVE AND TO HOLD the above granted and described premises unto the said Grantee her heirs and assigns forever, subject to the foregoing restrictions.

(Seal)

11-23-10mm

(Seal)

Mitness our hands and seals this day of February 128

SIGNED AND EXECUTED IN PRESENCE OF

GRANT DERD

(a)

State of California; / ss. County ob Saudiegos Los Angeles

car al a function and a set of a second and a market ...twenty-fire and a to there as a more present by

a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, and wife,

instrument and acknowledged to me that ther executed the same.

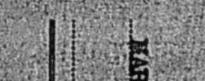
In Mitness Mhereof, I have hereunto set my hand and affixed my Official Seal, Angel OF at my office, in said County of Store Citero, State of California, the day and year in this certificate first above written. Contraction of the second The approximation of the second second

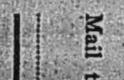
Notary Public in and for the County of San Diego, State of California.

13 63



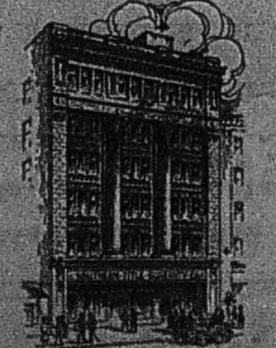






ITLE tern 940 THIRD ST. SAN DIEGO, CALIFORNIA Title INSURANCE B Guaranty 60

2 CHATHIRID DIECO CAL 5.5128



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From the papers of Ed Fletcher, the following letters have been removed to the alphabetized correspondence files:

"TREANOR-FLETCHER SYNDICATE"

ENTIRE FILES: "RIVERSIDE PORTLAND CEMENT CO." "UNION TITLE INSURANCE CO. 1925 CORRESPONDENCE" Fletcher to ANTHONY, H. E., April 7, 1922 BURNHAM, George S. (Southern Trust and Commerce Bank) Fletcher to Burnam, (3 letters) May 9, 1922, June 3, 1922, October 16, 1922 Burnham to Fletcher, October 11, 1922 Fletcher to GILMORE, M. T., June 3, 1922 SLOANE & SLOANE Fletcher to W.A.Sloane, May 1, 1925 Copy for Fletcher, Sloane, H.G. to Wright, February 27, 1926 Fletcher to SOUTHERN TITLE GUARANTY CO., May 1, 1925 STEVENS, HENRY J .: Stevens to Fletcher, June 21, 1922 Fletcher to Stevens, October 10, 1922 Stevens to Fletcher, September 26, 1922 Fletcher to Stevens, October 5, 1922 Fletcher to Stevens, October 17, 1922 Stevens to Fletcher, October 16, 1922 STEVENS, Linda W., to Fletcher, May 4, 1922 TITUS, Frank K., to Fletcher, February 18, 1922 WRIGHT, Leroy A .: Wright to Sloane, (2 letters) March 18, 1925, April 30, 1925

Letter of Mr. King to Mr. Fletcher dated Feb. 28th regarding errors in Treanor-Fletcher-Henshaw deed original sent to Wm. G. Henshaw. Copy in Mr. King's file upstairs.



Ed Fletcher Papers

1870-1955

MSS.81

Box: 45 Folder: 9

Business Records - Business Partnerships - Traenor, John - Fletcher Syndicate: Contracts and deeds (some with blueprints)



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