

KNOW ALL MEN BY THESE PRESENTS, That we, Ed Fletcher and Mary C. B. Fletcher, husband and wife, in consideration of the sum of \$10.00, and for other good and valuable consideration to us in hand paid by the said Wm. G. Henshaw, receipt whereof is hereby acknowledged, do by these presents sell and transfer to the said Wm. G. Henshaw, his heirs and assigns, the following described agreements or releases, and all our rights, titles and interests in, to and under the said agreements or releases; and do authorize the said Wm. G. Henshaw in our own name or otherwise, but at his own cost, charge and expense to enforce said agreements or releases according to the tenor thereof and to take all measures which may be necessary for the recovery of and under the said agreements or releases. And we further hereby grant, bargain, sell, assign and transfer to the said Wm. G. Henshaw all our right title and interest and claim in and to said water referred to in said agreements or releases and all our right to divert, use or impound said water or erect said dam or dams referred to in said agreements or releases.

That the said agreements or releases so assigned are hereby described and referred to and by such description

and reference made to the said agreement or release

the set out in full herein, and said agreements and releases are as follows, to-wit:

AGREEMENT NO.1.

That certain agreement or release made and entered into on the 14th day of July, 1916, by and between Peter Jaurequi and Maria Jaurequi, husband and wife, and Ed Fletcher, which said agreement or release released to the said Ed Fletcher certain rights to collect, impound and divert waters and to erect certain dams and reservoirs on the San Dieguito or Santa Ysabel River subject to the conditions stated in said agreement or release, as owner of the following described real property, described in said agreement or release, in the County of San Diego, State of California:

NE $\frac{1}{4}$ of SE $\frac{1}{4}$ & E $\frac{1}{2}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ & E $\frac{1}{2}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$. Also, beginning southeast corner of SW $\frac{1}{4}$ of Section 1; thence west along south line of said Section 1; 60 rods; thence at right angles north 40 rods; thence at right angles west 40 rods; thence at right angles north 20 rods; thence at right angles west, 20 rods; thence at right angles north 20 rods; thence at right angles east 100 rods; thence at right angles south 60 rods; thence at right angles east 20 rods; thence at right angles south 20 rods to beginning, except W $\frac{1}{2}$ NE $\frac{1}{4}$ of SW $\frac{1}{4}$ Section 1, Township 14 South, Range 4 West, S.B.M., containing 77 acres more or less.

Which agreement or release is recorded in Book 715

of Deeds, page 114, in the office of the County Recorder,
County of San Diego, State of California.

AGREEMENT NO. 2.

That certain agreement or release made and entered into on the 16th day of December, 1916, by and between Peter Jauroqui and Maria Jauroqui, husband and wife, and Ed Fletcher, which said agreement or release released to the said Ed Fletcher certain rights to collect, impound and divert waters and to erect certain dams and reservoirs on the San Dieguito or Santa Ysabel River subject to the conditions stated in said agreement or release, as owner of the following described real property situated in the County of San Diego, State of California, and described in said agreement or release:

NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 1, Township 14 South, Range 4 West, S. B. M., containing 2.5 acres more or less.

Which agreement or release is recorded in Book 721 of Deeds, page 372, in the office of the County Recorder, County of San Diego, State of California.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS

this

13.

day of

February

1917.

Ed Fletcher
Mary C. B. Fletcher

Knowledge

State of California,
COUNTY OF SAN DIEGO, } ss.

On this 13th day of February A. D., 1917, before me,

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

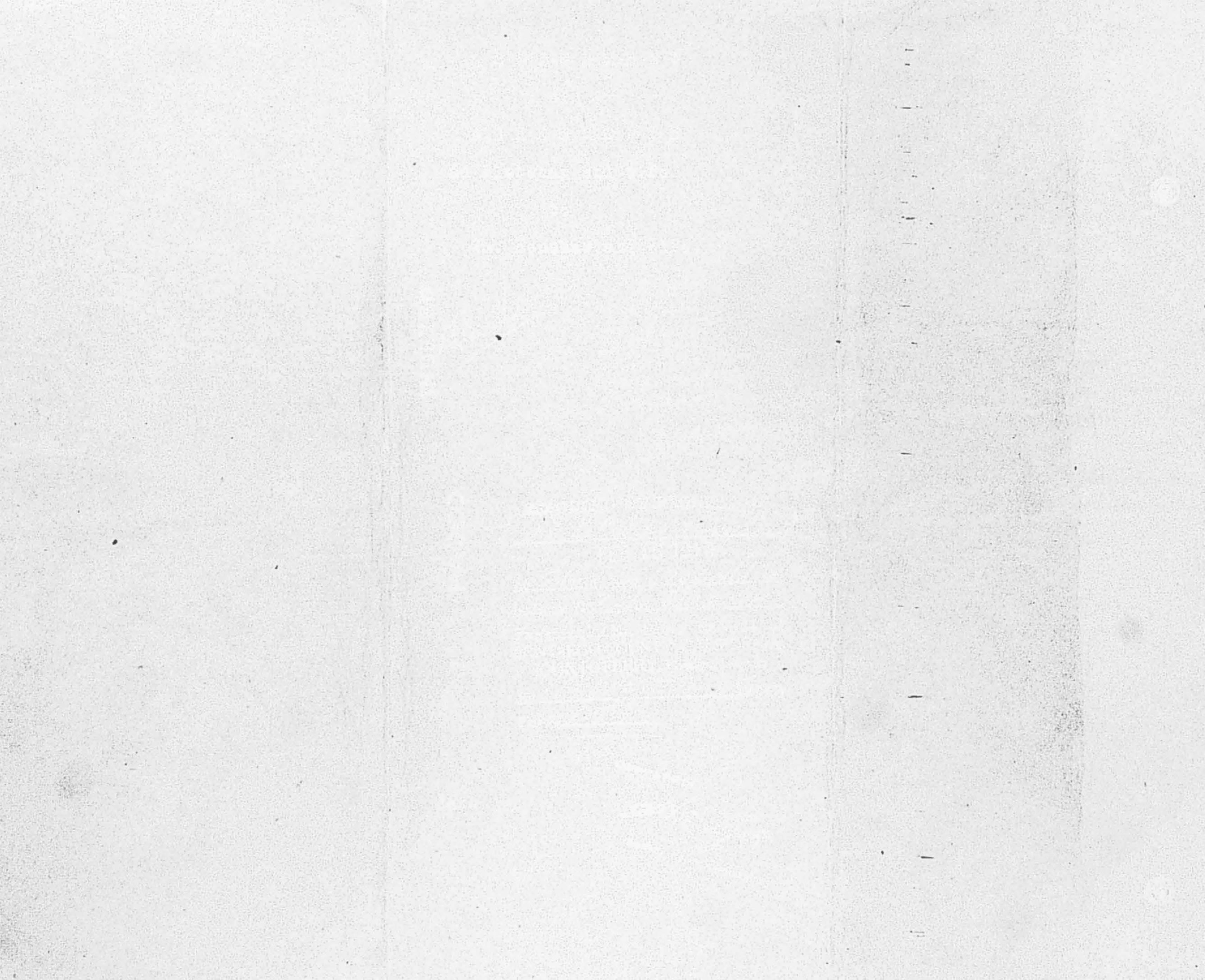
Ed. Fletcher & Mary C. B. Fletcher

..... known to me to
be the person s whose name..... subscribed to the within Instrument, and they
duly acknowledged to me that they executed the same.

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

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

My Commission expires.....



ASSIGNMENT OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS: That we, Wm. G. Henshaw and Hetty T. Henshaw, husband and wife, in consideration of the sum of \$10.00, and for other good and valuable consideration, to us in hand paid by San Dieguito Mutual Water Company, a Corporation, the receipt whereof is hereby acknowledged, do by these presents sell and transfer to the said San Dieguito Mutual Water Company, its successors and assigns, the following described contracts and all our rights, titles and interests in and to and under the said contracts; and do authorize the said San Dieguito Mutual Water Company in our name or otherwise, but at its own cost, charge and expense, to enforce the said contracts according to the tenor thereof, and to take all measures which may be necessary for the recovery of and under the said contracts.

That the said contracts so assigned are hereby described and referred to and by said description and reference made a part hereof as fully and completely as the set out in full herein, and said contracts are as follows:

Contract No. 1.

That certain contract made and entered into on the 31st day of January, 1917, by and between HARRY G. FORTON and EMILY B. FORTON, his wife, and Wm. G. Henshaw, which said contract granted to the said Wm. G. Henshaw certain rights and easements to overflow, flood, inundate, and store water upon the following described real estate, described therein, subject to the conditions named

In said contract, to-wit:

These certain lands situate in the County of San Diego, State of California, and being in the Rancho San Bernardo as per patent issued by the United States of America to Marie Snook, on November 17th, 1874, and which patent is of record in Book 2, Page 462, of Patents, Records of San Diego County, California, said lands intended to be covered by the easement herein granted being that portion of the land standing of record on December 20th, 1916, in the name of Henry G. Fenton (see Book 497 of Deeds, page 378, and Book 523 of Deeds, page 13, Records of San Diego County, California), lying below an elevation of three hundred and fifteen (315) feet above sea level as determined from the U. S. Geological Survey Bench Mark, at Bernardo, and more particularly described as follows:

Beginning at a point on the west line of the property of Henry G. Fenton in the Rancho San Bernardo, which is the intersection of the 315 contour and said west line, whence a cement monument at the Northwest corner of said Fenton property bears North $5^{\circ} 52'$ East, 4,071.6 feet; Thence along said west line South $5^{\circ} 52'$ West, 948.4 feet to the southwest corner of said Fenton property; Thence in a straight line South $89^{\circ} 27'$ East, 3,953 feet to a point distant 1,947 feet from cement monument on the East boundary of the Rancho San Bernardo, from which Corner No. 6 of said Rancho Bernardo bears North $25^{\circ} 11'$ East 868 feet; Thence North $3^{\circ} 25'$ East 35.7 feet;

Thence North 72° 26' West 403.95 feet;
Thence North 0° 07' East 224.1 feet;
Thence North 2° 32' West 134.05 feet;
Thence North 36° 07' West 386.2 feet;
Thence North 66° 58' East 382.95 feet;
Thence North 69° 29' East 344.3 feet;
Thence North 55° 04' East 206.75 feet;
Thence South 86° 46' East 200.15 feet;
Thence North 79° 41' East 146.5 feet; to a point
whence Corner No. 6 of said Rancho San Bernardo bears South
71° 55' East 1,824 feet;

Thence North 42° 44' East 216.2 feet;
Thence North 32° 02' West 195.4 feet;
Thence South 65° 12' West 323.4 feet;
Thence South 63° 36' West 182.3 feet;
Thence South 86° 17' West 347.0 feet;
Thence South 80° 40' West 447.65 feet;
Thence South 78° 02' West 393.9 feet;
Thence South 81° 00' West 792.6 feet;
Thence South 88° 35' West 292.8 feet;
Thence North 81° 03' West 321.15 feet;
Thence South 83° 40' West 381.95 feet;
Thence North 89° 47' West 294.1 feet;
Thence North 69° 51' West 299.8 feet;
Thence North 88° 36' West 304.75 feet;
Thence North 77° 55' West 187.2 feet to the point
of beginning, containing 85.0 acres, more or less.

Contract No. 2.

That certain contract made and entered into on the 22nd day of January, 1917, by and between F. C. FOSTER and BELLE FOSTER, his wife, and Wm. G. Henshaw, which said contract granted to the said Wm. G. Henshaw certain rights and easements to overflow, flood, inundate, and store water upon the following described real estate described therein, subject to the conditions named in said contract, to-wit:

Those certain lands situate in the County of San Diego, State of California, and being in the Rancho San Bernardo, as per the patent issued by the United States of America, to Marie Snook, November 17, 1874, of record in Book 2, Page 462 of Patents, records of San Diego County, State of California; said lands intended to be covered by the easement herein granted being that portion of land now standing on record (December 18, 1916) in the name of F. C. Foster, one of the first parties herein, in said Rancho Bernardo, as per Deeds Book 332, Page 406, lying below an elevation of 315 feet above sea level, as determined from the U. S. Geological Survey bench mark at Bernardo, and more particularly described as follows:

Beginning at the southwest corner of the lands of the said F. C. Foster, which point is located as follows:

Commencing at a cement monument on the east line of the County Highway right of way, between San Diego and Escondido and at the point of intersection of said east

line with the produced north line of the M. Barnett property as produced easterly, per Licensed Survey 180, Records of San Diego County, California;

Thence southerly along the easterly line of said Highway and parallel to its westerly line as delineated and set forth in said License Survey 180, as the easterly line of the M. Barnett property;

Thence South $18^{\circ} 50'$ West 1456 feet;

Thence South $15^{\circ} 00'$ West 746 feet;

Thence South $11^{\circ} 10'$ West 796 feet;

Thence South $14^{\circ} 10'$ West 616.3 feet to a concrete monument, said monument being the said southwest corner of said F. C. Foster property and being the point of beginning;

Thence, according to Deed's Book 332, page 406, Records of San Diego County, California, South $74-3/4^{\circ}$ East 12.15 chains;

Thence South $55\frac{1}{2}^{\circ}$ East 13.71 chains;

Thence South 69° East 19.85 chains to the east line of said F. C. Foster's property;

Thence along the said east line, North $5-3/4^{\circ}$ East 350 feet, more or less, to a point which elevation is 315 feet above sea level, as above described;

Thence North $77^{\circ} 55'$ West 22.25 feet to a one-half inch iron monument;

Thence North $51^{\circ} 08'$ West 387.5 feet;

Thence North $76^{\circ} 0'$ West 275.25 feet;

Thence North $41^{\circ} 29'$ West 354.7 feet;

Thence North $52^{\circ} 14'$ West 275.7 feet;

Thence North 85° 42' West 209.95 feet;
Thence South 82° 24' West 160.7 feet;
Thence North 75° 59' West 140.85 feet;
Thence North 54° 52' West 127.8 feet;
Thence North 41° 30' West 170.75 feet;
Thence North 36° 23' West 164.7 feet;
Thence South 87° 17' West 140.15 feet;
Thence North 47° 15' West 148.0 feet;
Thence North 13° 30' West 83.45 feet;
Thence North 51° 35' West 188.3 feet;
Thence North 88° 54' West 169.25 feet;
Thence South 0° 15' East 60.5 feet;
Thence South 53° 24' East 108.35 feet;
Thence South 59° 05' East 137.9 feet;
Thence South 22° 00' West 66.9 feet;
Thence South 74° 58' West 54.25 feet;
Thence North 83° 55' West 95.75 feet;
Thence North 85° 11' West 170.0 feet;
Thence North 55° 33' West 92.35 feet;
Thence North 52° 46' West 111.1 feet;
Thence North 43° 11' West 17.3 feet to a point on

the east line of aforesaid County Highway being also on the west line of said F. C. Foster's property, said point having an elevation of 315 feet above sea level;

Thence South 14° 10' West 460 feet, more or less, to point of beginning, containing in all 35 acres more or less.

Contract No. 3.

That certain contract made and entered into on the _____ day of February, 1917, by and between J. J. Merrill and Rosa J. Merrill, his wife, and Wm. J. Henshaw, which said contract granted to the said Wm. J. Henshaw certain rights and easements to overflow, flood, inundate, and store water upon the following described real estate described therein, subject to the conditions named in said contract, to-wit:

All those pieces and parcels of land situate, lying and being in the Rancho San Bernardo as per the patent issued by the United States of America to Eric Lusk, November 17th, 1874, of record in Book 2, page 462 of Patents, Records of San Diego County, State of California, being that portion of land of record in the name of Ed Fletcher, J. J. Merrill, and Wilhelmina Savins, Executrix of John H. Savins, deceased, in said San Bernardo Rancho as per deed Book 701, page 195, said land lying below an elevation 315 feet above sea level as determined from the United States Geological survey bench mark at Bernardo, more particularly described as follows:

Beginning at the Northwest corner of said Ed Fletcher, et al. property, being in the middle of the San Bernardo River, whence the Northwest corner of said

property bears south $11^{\circ} 48'$ west 22173 feet, and whence a two inch water pipe monument on the west line of said property bears south $11^{\circ} 48'$ west 713.3 feet (Record 11 chains) said monument being set forth in Deeds Book 372, page 59;

Thence south $11^{\circ} 48'$ west 713.3 feet; to said two inch pipe monument;

Thence North $77^{\circ} 36'$ East 110 feet;

Thence North $57^{\circ} 22'$ East 91.8 feet;

Thence North $86^{\circ} 43'$ East 138.1 feet;

Thence North $42^{\circ} 58'$ East 135.3 feet;

Thence North $54^{\circ} 09'$ East 216.6 feet;

Thence South $37^{\circ} 55'$ East 58.95 feet;

Thence North $3^{\circ} 02'$ East 50.05 feet;

Thence North $72^{\circ} 13'$ East 77.5 feet;

Thence North $27^{\circ} 29'$ East 111.35 feet;

Thence North $37^{\circ} 40'$ East 278.65 feet;

Thence North $52^{\circ} 52'$ East 66.6 feet;

Thence North $71^{\circ} 46'$ East 126.8 feet;

Thence South $77^{\circ} 30'$ East 117.4 feet;

Thence South $65^{\circ} 55'$ East 390.2 feet;

Thence North $87^{\circ} 48'$ East 121.5 feet;

Thence South $72^{\circ} 05'$ East 248.2 feet;

Thence North $85^{\circ} 20'$ East 275.9 feet;

Thence South $66^{\circ} 08'$ East 242.8 feet;

Thence South $89^{\circ} 15'$ East 309.55 feet;

Thence South $77^{\circ} 36'$ East 121.7 feet;

Thence North $80^{\circ} 14'$ East 234.1 feet;

Thence North $87^{\circ} 50'$ East 78.0 feet;

Thence South $37^{\circ} 26'$ East 308.3 feet;

Thence South 67° 19' East 182.55 feet;
 Thence South 74° 28' East 319.9 feet;
 Thence South 71° 26' East 367.9 feet;
 Thence South 53° 25' East 306.1 feet;
 Thence North 75° 43' East 312.6 feet;
 Thence South 1° 20' East 213.2 feet;
 Thence South 83° 11' East 65.9 feet;
 Thence North 51° 04' East 125.0 feet;
 Thence South 53° 19' East 161.5 feet;
 Thence South 62° 58' East 201.75 feet;
 Thence South 63° 42' East 328.85 feet;
 Thence South 67° 21' East 259.5 feet;
 Thence South 87° 51' East 106.25 feet;
 Thence South 77° 22' East 167.65 feet;
 Thence South 76° 28' East 192.9 feet;
 Thence South 75° 58' East 396.3 feet;
 Thence South 71° 05' East 250.5 feet;
 Thence North 74° 33' East 242.65 feet;
 Thence South 70° 14' East 289.0 feet;
 Thence South 54° 22' East 183.0 feet;
 Thence North 47° 58' East 201.3 feet;
 Thence North 64° 53' East 142.25 feet;
 Thence South 79° 30' East 167.3 feet;
 Thence South 58° 01' East 140.3 feet;
 Thence North 46° 01' East 273.2 feet;
 Thence North 69° 04' East 398.2 feet;
 Thence South 68° 10' East 189.95 feet;
 Thence North 82° 06' East 730.4 feet;

Thence North 12° 04' West 296.3 feet;

Thence North 86° 01' East 430.85 feet;

Thence North 74° 16' East 126.95 feet;

Thence North 3° 23' East 104.6 feet to a point on the South line of the H. G. Fenton property, whence a cement monument at the southeast corner of the Fenton property bears South 89° 27' East 1947 feet;

Thence along said South line of Fenton property North 89° 27' West 3953 feet to the southwest corner of said Fenton Property;

Thence North 5° 52' East 620 feet more or less to the Southeast corner of F. C. Foster property;

Thence according to Deed Book 332, page 405, North 69° West, 19.85 chains;

Thence North 55½° West, 13.71 chains;

Thence North 74 ¾° West, 12.15 chains to the Southwest corner of said F. C. Foster property;

Thence continuing North 74-¾° West 66 feet more or less across the County Highway to the Southeast corner of the Melancton Barnett property in said Rancho San Bernardo as delineated and set forth in licensed Survey 180, Records of San Diego County, California, being also a point in the middle of the San Bernardo River;

Thence following the meanderings of the said San Bernardo River

North 80° 00' West 663.2 feet;

Thence North 89° 01' West 420' 00" feet:

Thence North 13° 04' West 520' 00" feet:

Thence North 84° 00' West 250 feet:

Thence South 86° 00' West 300 feet:

Thence South 76° 00' West 450 feet:

Thence South 74° 30' West 305 feet:

Thence South 56° 00' West 735 feet:

Thence South 50° 00' West 460 feet:

Thence South 62° 51' West 452.2 feet to the point

of beginning, containing in all 251 acres, more or less.

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

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.

Notarially acknowledged to me that he executed the same.

Subscribed to the within instrument, and acknowledged to me to be the persons described in and whose names

known to me to be the persons described in and whose names

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

hundred and seventeen, before me

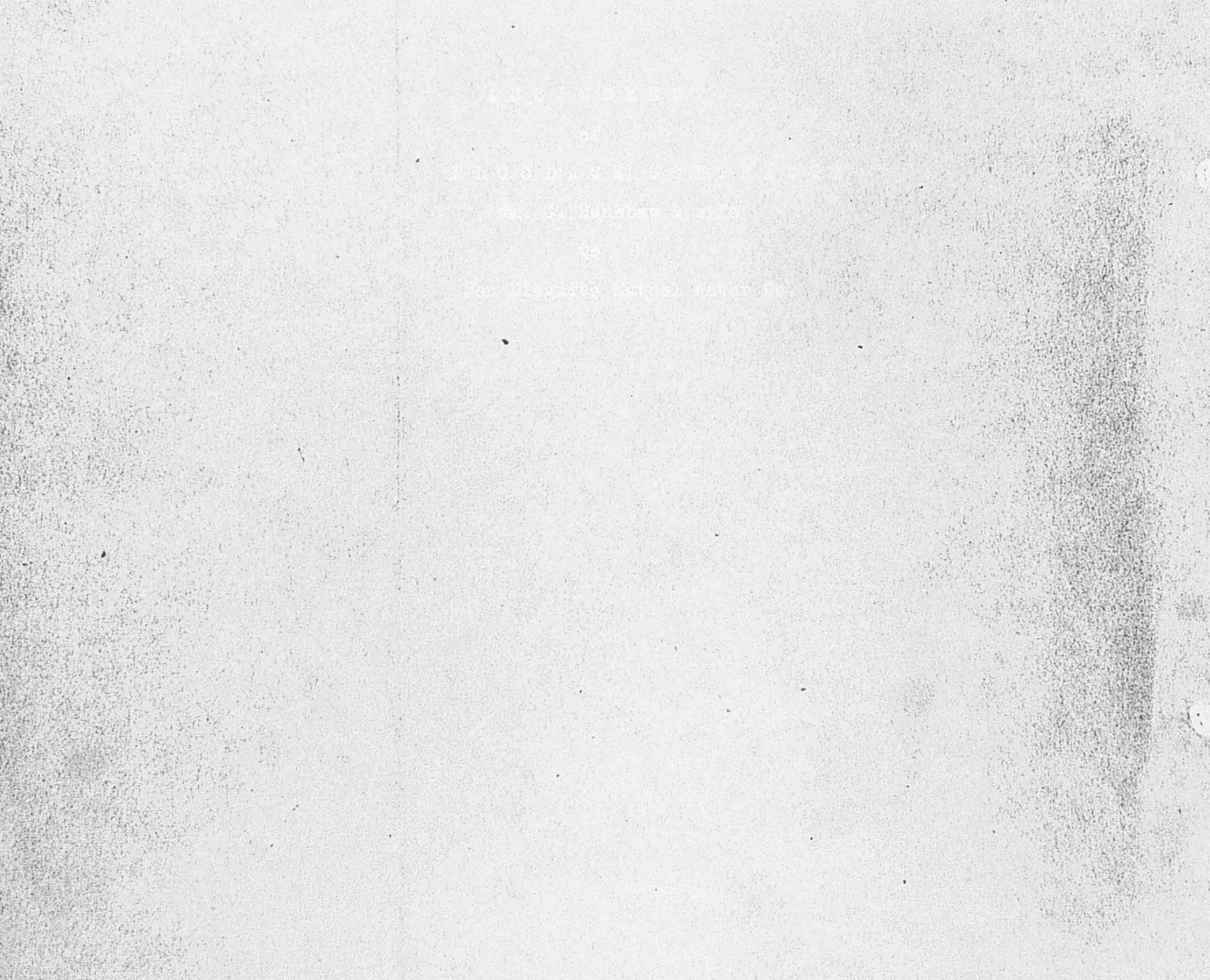
On this _____ day of _____ A.D. nineteen

STATE OF CALIFORNIA.)
County of San Diego. (ss.)

1917.

hereunto set their hands this _____ day of _____

IN WITNESS WHEREOF, the said assignors have



Draft only - prepared by Irving
Not used.

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Santa Ysabel or San Dieguito Rivers in said County and State, particularly described as follows, to-wit:-

(Insert descriptions)

WM. G. HENSHAW, of the City and County of San Francisco, State of California, for a valuable consideration moving him thereto, the receipt of whereof is hereby acknowledged, does hereby grant and convey to SAN DIEGUITO MUTUAL WATER COMPANY, a corporation, duly organized and existing under the laws of the State of California, its successors and assigns, the right to construct and maintain a dam and reservoir in Section Eighteen (18), Township Thirteen (13) South, Range Two (2) West, S. B. M., and known as Carroll Valley in the County of San Diego, State of California, on the San Dieguito River, and the right to perpetually impound and collect by and in such dams and reservoirs, any and all waters which arise in, are precipitated upon, or drain into said Santa Ysabel or San Dieguito Rivers between Section Twenty-eight (28), Township Twelve (12) South, Range One (1) East, S. B. M., and said Section 18, Township 13 South, Range 2 West, S. B. M., from the water-shed of said Santa Ysabel and San Dieguito Rivers, and the right to perpetually divert any and all the said waters so collected and impounded from the water-shed of the Santa Ysabel or San Dieguito Rivers into other water sheds and parts of said County of San Diego, State of California, and said Wm. G. Henshaw does hereby consent to the construction and maintenance of such dam and reservoir, and to the collecting and impounding of said waters therein and thereby, and to the said diversion of said waters, as aforesaid.

This instrument shall not be construed as a waiver of any rights of the said Wm. G. Henshaw to any of the underground or surface waters which may flow over, under and across the property of the said Wm. G. Henshaw and originate in the Santa Ysabel or San Dieguito Rivers, to the Westerly and below the said dam and reservoir, after the same is constructed.

It is understood that the said Wm. G. Henshaw is the owner of the following described land situate in the valley of the

It is understood that the said Wm. G. Henshaw has acquired by grant, the right to construct said dam and reservoir in said Carroll Valley, and the right to perpetually divert any and all the waters collected and impounded thereby which arise in, are precipitated upon, or drain into said river between the points hereinabove specifically mentioned, from the owners of certain lands situated in the said Valley of the Santa Ysabel or San Dieguito Rivers in said County and State, and which right so granted and conveyed to the said Wm. G. Henshaw, is hereby granted and conveyed to the said Water Company. Said lands are described as follows, to-wit:-

(Insert description of all lands)

It is hereby agreed that this grant and the consent hereby given shall apply to and bind the lessees, heirs, successors and assigns of the said Wm. G. Henshaw, and all his successors in interest in said lands.

TO HAVE AND TO HOLD all the above mentioned rights and privileges unto the said San Dieguito Mutual Water Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Wm. G. Henshaw has hereunto set his hand this _____ day of February, 1917.

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, That, Whereas, on the 26th day of January, 1920, the city of San Diego, a municipal corporation, made and entered into a contract in writing with Wm. G. Henshaw and Ed. Fletcher whereby the said Henshaw and Fletcher agreed to sell to said city of San Diego and said city agreed to buy from said Henshaw and Fletcher water for the price and upon the terms and conditions as in said contract more fully set out, reference to which contract is hereby made, and

WHEREAS, said Henshaw and Fletcher on or about the 11th day of August, 1923, made and entered into a contract providing, among other things, for the transfer and assignment by said Fletcher to said Henshaw of all of the interest of said Fletcher in said contract with said city and of all of said Fletcher's rights under said contract, and

WHEREAS, on said 26th day of January, 1920, the city of San Diego made and entered into a certain other contract with said Henshaw and Fletcher providing, among other things, for the construction by said Henshaw and Fletcher of a pipe line and reservoir for the purpose of making delivery of the water to be sold to said city under said other contract between said city and said Henshaw and Fletcher, reference to which contract, for the construction of said pipe line and reservoir, is hereby made, and

WHEREAS, said contract between said Henshaw and Fletcher also provided for the transfer and assignment by said Fletcher to said Henshaw of all of his interest in said contract with said city for the construction of said pipe line and reservoir and all of his rights of every kind and nature thereunder.

NOW, THEREFORE, in consideration of the premises and of the making of said contract between said Henshaw and Fletcher and for the purpose of carrying out the same, the said Ed Fletcher and Mary C. B. Fletcher, his wife, hereinafter called assignors, do hereby transfer, assign and set over unto the said Wm. G. Henshaw,-

(a) All of the interest of said assignors and of each of them in said contract entered into between said city and said Henshaw and Fletcher for the purchase and sale of water as aforesaid, and all rights of the said assignors and of each of them accrued or which may accrue to them or either of them thereunder or in connection therewith, including among others, the right to any moneys due, owing or payable or to become due, owing or payable from said city under said contract, together with all other rights, privileges and benefits of every kind and character whatsoever to which the said assignors or either of them, are or may become entitled under or pursuant to said contract with said city, and also

(b) All interest of the said assignors and of each of them in said other contract for the construction of said pipe line and reservoir, made and entered into between said city and said Henshaw and Fletcher as aforesaid; and all rights of the said Fletcher or said assignors or either of them therein or thereunder, of every kind and nature, together with any and all right, title and interest of the said assignors and of each of them in or to the said pipe line and reservoir referred to in said contract, and the right of way upon which the same is constructed, the right to any moneys payable or to become payable to said Henshaw and Fletcher under the terms of said contract and any and all rights, privileges, and benefits of every kind and nature to which the said assignors or either of them are or may become entitled under or pursuant to the terms of said contract with said city.

TO HAVE AND TO HOLD all of the above described property unto the said Wm. G. Henshaw, his heirs and assigns forever.

IN WITNESS WHEREOF the said Ed. Fletcher and Mary C. B. Fletcher have hereunto set their hands this 12th day of September 1923.

Ed Fletcher

In consideration of the foregoing assignment, I, Wm. G. Henshaw, do hereby assume all of the obligations of the said Ed. Fletcher under or by virtue of said contracts assigned to me by said assignment and each thereof, and do agree to indemnify, save and hold harmless the said Ed. Fletcher from and against any liability on account thereof.

Dated this 12th day of September, 1923.

Wm. G. Henshaw
My John Treand
this Attorney-in-fact.

William G. Henshaw
Mills Building
San Francisco

JULY 25th
1920

Mr. Ed. Fletcher,
San Diego, Calif.

My dear Ed:

I received the proposed contract which I understand you had Mr. Sweet prepare, but not in sufficient time to enable me to give it that attention which I would like to have given it. This as you know was due somewhat to my indisposition, coupled with my going away tomorrow afternoon. However, I am going to sign it with the understanding that it is delivered and shall be binding only upon and subject to the reservations and explanations in this letter.

1. I observe that beginning at the bottom of page two there is a paragraph which commences "It is Further Agreed by said parties that the party of the first part will sell for \$100.00 per acre", etc. I believe this must have been intended, and I so understand it, to express the idea merely that in determining the cost of the Warner Ranch Reservoir lands which may be included in any sale which may be made by me, for the purpose of ascertaining the profit, \$100.00 an acre, with interest as stated in the contract, shall be deemed to be the cost. Of course I would not agree to sell this reservoir site to any one at the price of \$100.00 per acre, for reasons that you will readily appreciate and I therefore accept this clause in the agreement as having the meaning only of fixing the cost of the lands. In the sense that this is the meaning of the clause, I would agree that such cost would include any riparian or water diversion rights that might be included in a sale of the reservoir site.

2. In the last clause of Article III in stating the cost of the flooded portion of the Bernardo ranch for the purpose of estimating profits you have fixed the amount of the cost of these lands at \$100.00 per acre. I believe this was an error against yourself, for I have been always willing to have these lands put in at \$50.00 per acre.

3. I think Article IX is longer and somewhat more involved than would be necessary to clearly express our understanding, but generally speaking, I understand it to mean that when San Dieguito is sold you are to be paid as provided in paragraph six, and that such payment as to this particular property is not dependent upon a sale of the rest of the properties at a profit but that any other compensation to be paid is dependent upon a sale by me of the properties at a profit and that you will always allow me a credit on your share of profits the amount that will be paid you on the San Dieguito interest. In other words, if this contract expires without your selling the Volcan properties, I do not contemplate that you will get the \$100,000

William G. Henshaw
Mills Building
San Francisco

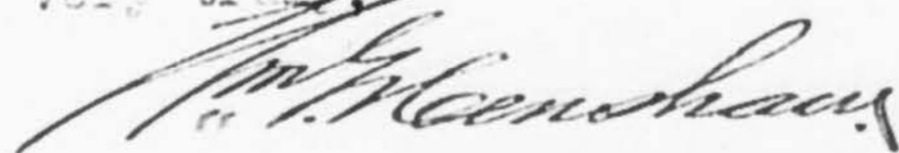
#2.

(or whatever it may be) and also the compensation on the San Dieguito system as provided in the contract and I feel certain that this is your understanding.

4. The 10th article has never been put into any contract that has been prepared and I am frank to say that I do not believe it should have been put into this agreement. I am quite willing to say to you that when I sell Warner's Ranch I hope that the sale may be worked up and consummated by you so that you would get the commission, which of course I would expect to pay to you the same as I would pay it to any other agent who might handle the deal. Naturally I prefer that it should be you. I do not intend to tie up the property with any agent in respect to a sale. On the contrary, I want to feel entirely free to sell when and on such terms and through whom I may make a sale to the best advantage, always hoping, as above stated, that it may be done through you, but this is as far as I want to go.

The contract is signed by me subject to the foregoing and if you sign the same it will be the understanding that this letter will be a part of the contract.

Yours very truly,



WGH/CL

THIS AGREEMENT made and entered into this 28th day of July, 1920, by and between WM. G. HENSHAW of San Francisco, California, hereinafter designated the first party, and ED FLETCHER of San Diego, California, hereinafter designated the second party:

WITNESSETH:

WHEREAS, the first party is the owner of certain real properties in the County of San Diego, State of California as follows:

1. That certain property which is known to the parties hereto as the Xarissa Hill portion of the Bernardo Ranch, hereinafter referred to as Bernardo Ranch property.

2. That certain property known as Warner's Ranch.

And, whereas the second party has in the past performed certain services in respect to the purchase, caring for and management of said properties; and

WHEREAS it is contemplated that the first party will sell the property first above referred to, and all of the property second above referred to, excepting the Hot Springs portion thereof; and

WHEREAS, it is desired to fix the compensation which the second party shall receive for all of the service which may have been performed by him of every kind and nature whatsoever, or which may hereafter be performed by him in respect to said properties or either of them, including the sale thereof, excepting the sale of the Hot Springs portion of said Warner's Ranch, and of such portion thereof as may be included in any sale as and for a reservoir site, compensation for sale of which site is covered by contract between the parties hereto of even date and hereinafter referred to.

THEREFORE, it is hereby agreed between the parties hereto as follows, to-wit:

If and when the said Bernardo Ranch property is sold and such sale is not effected by and thru the second party, the second party shall be entitled to receive and shall be paid by the first party the sum of Five Thousand Dollars (\$5,000.00), which shall be full compensation for all services of second party respecting said property. If, however, the second party should promote and consummate thru his efforts a sale of said Bernardo property, then instead of said Five Thousand Dollars there shall be paid to him the usual and customary commission prevailing at the time of such sale in San Diego County, with respect to sales of such kind, which shall be in full compensation for all services of second party in respect to such property. If a sale of said property is not made within three years from the date hereof, then said sum of Five Thousand Dollars shall be due and payable and shall be in full compensation for ~~any~~ ~~and~~ all services of the second party respecting said property; provided, however, that if the three year term of a certain contract of even date herewith respecting the sale of certain "Water properties" executed between the parties hereto and herein before referred to should be extended, then the said three year limitation above set out shall be correspondingly extended.

It is further agreed that if and when the said Warner's Ranch, excluding therefrom the said Hot Springs property and reservoir site before referred to is sold, and such sale is not promoted and consummated by and thru the efforts of the second party, then there shall be paid to the second party as compensation for all services of any kind and nature whatsoever performed by him, or which may hereafter be performed by him in respect to the whole of said Warner's

Ranch, as well as every part thereof, excepting the sale of said reservoir site portion of said Ranch, the sum of Ten Thousand Dollars (\$10,000.00). If, however, the sale of the said Warner's Ranch, excluding said Hot Springs portion and reservoir site, as above stated, should be promoted and consummated by and thru the efforts of the second party, then instead of said Ten Thousand Dollars there shall be paid to the second party the usual/^{and} customary commission as is above provided in respect to sale of said Bernardo property; the said compensation so to be paid to second party, as above provided, shall be in full payment for all services of every kind and nature whatsoever performed by the second party respecting said Warner's Ranch including any such sale. If the sale of said Warner's Ranch, excluding said Hot Springs and reservoir portion is not effected within three years from the date hereof, then the said sum of Ten Thousand Dollars shall be due and payable and shall be full compensation for any and all services; provided, however, that if said agreement of this date hereinbefore referred to respecting "water properties" is extended, the limitation of three years above set out, shall be correspondingly extended, as is above provided in respect to said Bernardo property.

The second party agrees that he will continue to care for and manage the aforesaid properties as in the past, subject always to the direction and supervision of the first party and subject always to the right of the first party to terminate such management, provided, however, that any such termination shall not affect the right of second party to compensation in accordance with the provisions hereof as above set out.

It is further understood and agreed that this contract shall supersede and take the place of anything contained in Article X in said agreement covering said "water properties"

before referred to executed between the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands this 28th day of July, 1920.

Ed Fletcher

Wm G. Henshaw
By Felix Ucano
his attorney-in-fact.

THIS AGREEMENT made and entered into this 28th day of July, 1920, by and between WM. G. HENSHAW of San Francisco, California, hereinafter designated the first party, and ED FLETCHER of San Diego, California, hereinafter designated the second party:

WITNESSETH:

WHEREAS, the first party is the owner of certain real properties in the County of San Diego, State of California as follows:

1. That certain property which is known to the parties hereto as the Xarissa Hill portion of the Bernardo Ranch, hereinafter referred to as Bernardo Ranch property.

2. That certain property known as Warner's Ranch.

And, whereas the second party has in the past performed certain services in respect to the purchase, caring for and management of said properties; and

WHEREAS it is contemplated that the first party will sell the property first above referred to, and all of the property second above referred to, excepting the Hot Springs portion thereof; and

WHEREAS, it is desired to fix the compensation which the second party shall receive for all of the service which may have been performed by him of every kind and nature whatsoever, or which may hereafter be performed by him in respect to said properties or either of them, including the sale thereof, excepting the sale of the Hot Springs portion of said Warner's Ranch, and of such portion thereof as may be included in any sale as and for a reservoir site, compensation for sale of which site is covered by contract between the parties hereto of even date and hereinafter referred to.

THEREFORE, it is hereby agreed between the parties hereto as follows, to-wit:

If and when the said Bernardo Ranch property is sold and such sale is not effected by and thru the second party, the second party shall be entitled to receive and shall be paid by the first party the sum of Five Thousand Dollars (\$5,000.00), which shall be full compensation for all services of second party respecting said property. If, however, the second party should promote and consummate thru his efforts a sale of said Bernardo property, then instead of said Five Thousand Dollars there shall be paid to him the usual and customary commission prevailing at the time of such sale in San Diego County, with respect to sales of such kind, which shall be in full compensation for all services of second party in respect to such property. If a sale of said property is not made within three years from the date hereof, then said sum of Five Thousand Dollars shall be due and payable and shall be in full compensation for any and all services of the second party respecting said property; provided, however, that if the three year term of a certain contract of even date herewith respecting the sale of certain "Water properties" executed between the parties hereto and herein before referred to should be extended, then the said three year limitation above set out shall be correspondingly extended.

It is further agreed that if and when the said Warner's Ranch, excluding therefrom the said Hot Springs property and reservoir site before referred to is sold, and such sale is not promoted and consummated by and thru the efforts of the second party, then there shall be paid to the second party as compensation for all services of any kind and nature whatsoever performed by him, or which may hereafter be performed by him in respect to the whole of said Warner's

Ranch, as well as every part thereof, excepting the sale of said reservoir site portion of said Ranch, the sum of Ten Thousand Dollars (\$10,000.00). If, however, the sale of the said Warner's Ranch, excluding said Hot Springs portion and reservoir site, as above stated, should be promoted and consummated by and thru the efforts of the second party, then instead of said Ten Thousand Dollars there shall be paid to the second party the usual and customary commission as is above provided in respect to sale of said Bernardo property; the said compensation so to be paid to second party, as above provided, shall be in full payment for all services of every kind and nature whatsoever performed by the second party respecting said Warner's Ranch including any such sale. If the sale of said Warner's Ranch, excluding said Hot Springs and reservoir portion is not effected within three years from the date hereof, then the said sum of Ten Thousand Dollars shall be due and payable and shall be full compensation for any and all services; provided, however, that if said agreement of this date hereinbefore referred to respecting "water properties" is extended, the limitation of three years above set out, shall be correspondingly extended, as is above provided in respect to said Bernardo property.

The second party agrees that he will continue to care for and manage the aforesaid properties as in the past, subject always to the direction and supervision of the first party and subject always to the right of the first party to terminate such management, provided, however, that any such termination shall not affect the right of second party to compensation in accordance with the provisions hereof as above set out.

It is further understood and agreed that this contract shall supersede and take the place of anything contained in Article X in said agreement covering said "water properties"

before referred to executed between the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto
set their hands this 28th day of July, 1920.

ED FLETCHER

WM. G. HENSHAW
By John Treanor
his attorney-in-fact.

July 2

THIS AGREEMENT made and entered into this 28 day of July, 1920, by and between William G. Henshaw of the City and County of San Francisco, State of California, hereinafter designated the first party, and Ed Fletcher of the City of San Diego, County of San Diego, State of California, hereinafter designated the second party, to supercede all other previous agreements, contracts or understandings, oral or written, and to define (except as hereinafter provided or mentioned) the terms and conditions of the business relationships existing and to exist between them in so far as the same affect the services of the second party and his compensation for services rendered heretofore or hereafter, of every kind and nature, in the matter of the acquisition, sale of, or in any other respect concerning or relating to those certain properties hereinafter particularly described, WITNESSETH:

ARTICLE I.

The properties above referred to and which collectively are hereby designated, and will be hereafter referred to, as "water properties", are:

San Dieguito Property

a. The shares of stock now owned by the first party in the San Dieguito Mutual Water Company, a corporation;

All lands of the first party lying in the water shed of the San Dieguito River between the mouth of that river and the eastern boundary line of the Bernardo Rancho, which lands were purchased in connection with the proposed water development of the San Dieguito System, expressly excluding the "Xarissa Hill portion" of the Bernardo Rancho of about 5175 acres. The foregoing will be hereinafter particularly referred to as the San Dieguito property.

Volcan System

b. The property, which will be hereinafter particularly referred to as the "Volcan System", consisting

THIS DOCUMENT HAS BEEN REPRODUCED FROM THE ORIGINAL SOURCE

of the following: All of those properties offered for sale by the first party to the City of San Diego by offer dated July 20, 1914, and including therein such properties contained in said offer as at the time of said offer had not been acquired by the first party but have since been acquired by him; and also such properties as said party of the first part has acquired in connection with the enlargement of the Volcan System, in addition to those embraced in the offer of sale to the City of San Diego.

(It is further agreed that the terms and conditions of this agreement apply to the purchase and sale of the above described properties and systems, and all the shares of stock and interests of said first party in said water company, and all lands acquired, or to be acquired, by the party of the first part for the development, enlargement or sale of said "water properties" or of any of them,) excepting the Whitney-Henshaw Syndicate Lands and that portion of Warner's Ranch not included within the said written offer to the City of San Diego of date of July 20, 1914 above referred to, provided, however, that if in any sale made by the first party of said "water properties" there should be added to the reservoir site constituting a part of said Warner's Ranch and described in said offer to said city any additional lands as and for a reservoir site, (or additional water rights in connection with said Volcan System,) then such additional lands and additional water rights shall be included herein.

It is further agreed by said parties that the party of the first ^{part} will sell for One Hundred Dollars (\$100.00) per acre, plus six percent (6%) interest thereon from this date, compounded annually on the First day of January of each year all of the Warner's Ranch lands included within the said Volcan System

of the site for a reservoir which may be constructed as a part of said system, which said part of said lands or reservoir site includes between Six Thousand (6,000) and Seven Thousand (7,000) acres; and that the said sum of One Hundred Dollars per acre and interest thereon as aforesaid includes and covers the selling price of all riparian rights and rights of diversion of water affecting or pertaining to said Warner's Ranch.

It is also understood that this agreement does not apply to any compensation to which the second party may be entitled on account of services he may have rendered in respect to the purchase, management or sale of the "Xarissa Hill portion" of the Bernardo ranch, or the management or sale of "Warner's Ranch", with the exception of the reservoir portion thereof, as aforesaid; nor does it affect the agreement between the parties hereto in any lands acquired through what is known as the "San Dieguito Option Account", on which the parties hereto have jointly taken an option; nor shall it modify or affect the ten year contract with the City of San Diego recently entered into by the parties hereto with said city or any relation between the parties hereto concerning lands included or described in any of the Linda Vista Irrigation District Tax Assessment Deeds or certificates of sale, which said Linda Vista lands are to be held and disposed of in accordance with the interest of the parties hereto, fixed by a letter of the first party to the second party dated May 28, 1919, and the reply thereto by the second party under date of June 2, 1919.

ARTICLE II.

It is agreed by the parties hereto that the second party shall receive for all services of every kind heretofore or hereafter rendered by him for the party of the first part in any manner respecting the acquisition, management or sale of,

or in any respect whatsoever concerning said "water properties", one-fourth of the net profits, which may be realized by the first party from the sale of said "water properties"; (and except as hereinafter otherwise provided, all payments to be made to second party when the purchase price shall have been received by the first party and to be made in kind; all things of value so to be delivered in kind as payment, or part payment, by the second party shall be taken by the second party at the same value at which the same is received by first party as a part of said purchase price and if such purchase price shall consist of different things of value, in making payment to second party as aforesaid, the same shall be pro rated. Provided, always, that it is expressly understood by each of the parties hereto that the second party shall not receive any compensation for his said services until and after the first party shall have received the full cost of all of said properties, except as hereinafter otherwise expressly and specifically provided.

Said party of the first part further agrees that if in selling the said "water properties" any lands constituting a part of any of said "water properties" should not be included in such sale, then after the receipt by the first party of the full purchase price of said "water properties" under such sale or sales, whether in cash, stocks, bonds, or other evidences of indebtedness, or other thing of value, he will convey or cause to be conveyed or transferred to the second party an undivided one-fourth interest in all lands constituting a part of any of said "water properties" and as such covered by this agreement and which remain unsold; provided always, however, that the purchase price received by first party for said "water properties" so sold equals the cost to him of all of said "water properties"; in the event that said purchase price received by him does not equal the

~~part of the cost of water properties, and except as
one-fourth of the net profits may be retained by the first
party shall select for his sole use and benefit from such un-~~

party shall select for his sole use and benefit from such un-
sold lands, such part or parts or parcels thereof as, taken
at their market value at such time (to be agreed upon by the
parties hereto, or if not so agreed upon, to be fixed by
arbitration, in the manner as hereinafter provided) together
with said purchase price received for the said "water pro-
perties" so sold will equal the cost to first party of all
of said "water properties", and an undivided one-fourth
interest in the unsold lands remaining after such selection
has been made by the party of the first part as above provided
shall be conveyed by the first party to the second party; the
remaining undivided three-fourths interest in said remainder
of said unsold land and the specific parcels or parts select-
ed by first party as above provided, shall belong to and remain
vested in first party absolutely.

ARTICLE III.

It is further understood and agreed by and between
the parties hereto that the term "cost" as used herein respect-
ing said "water properties" (excepting Warner Reservoir site
and excepting the lands in Bernardo Rancho subject to be
flooded by Lake Hodges reservoir, provision for the fixing
of the cost of such flooded lands is hereinafter in this
article made,) shall be taken and deemed to mean the actual
price paid or given in money or other thing of value by the
first party for all lands, waters, water rights, diversion
rights, stock and all other property or property rights of
every kind and description whatsoever acquired by him as a
part of, in connection with, or incidental to said "water
properties", together with all taxes and assessments thereon
of every kind and nature and all expenditures reasonably
made or expenses reasonably incurred by first party in ac-

same or promoting any sale or sales or exchange thereof, including all office and traveling expenses, commissions, salaries, overhead charges, cost of organizing corporations and license and franchise and other taxes thereon, cost of litigation, attorney's and engineer's fees, and any and all other expenses of every kind and nature whatsoever reasonably suffered or incurred with respect to said properties, whether expressly enumerated herein or not, together with interest on each item of expenditure from the date when made to the date of payment to first party at the rate of 6% per annum, compounded annually on the 1st day of January of each year;

It is further agreed by the parties hereto that the cost of the said flooded portion of Bernardo Rancho to the said party of the first part is and shall be One Hundred Dollars (\$100.) per acre as of this date for each acre of approximately One Hundred and Seventy One (171) acres of the Xarissa Hill portion of the Bernardo Rancho which are flooded by the waters of Lake Hodges reservoir.

ARTICLE IV.

It is further agreed that the term net profits, as used herein, shall be taken and deemed to mean the amount by which the aggregate price at which the said "water properties" shall be sold by the first party, exceeds the "cost" thereof to first party, as hereinabove defined and fixed, deducting annually from such "cost" the annual net rents received by first party, from any of the lands constituting a part of said "water properties"; it being expressly agreed that where any of the said lands constituting a part of said properties form a part of a larger tract, the remainder whereof is not a part of such properties covered by this agreement, all rents received by first party therefor shall be pro rated between the parties hereto as may be

mutually agreed upon, and in the event the parties cannot so agree, the same shall be pro rated by arbitration in the manner as hereinafter provided.

ARTICLE V.

It is expressly understood and agreed that the provisions of this agreement shall cover all services rendered, or which may be rendered, by the second party of every kind and nature whatsoever for the first party in connection with said "water properties" and the second party shall not be entitled to and shall not from the first party receive any salary or other compensation, nor shall he be entitled to receive any compensation whatsoever except in accordance with and upon the conditions as herein set out; it being understood, however, that the said second party shall be allowed the present expense of his office, to maintain and operate same as in the past, so long as he performs such office work; it being further agreed by the parties hereto that if the employment of said second party to perform such work shall be terminated by either of the parties hereto that such termination shall not affect the other relations of said parties as fixed and provided for by this agreement, nor any rights of either of said parties growing out of or pertaining to any such relations.

ARTICLE VI.

It is further agreed by the parties hereto, anything herein to the contrary notwithstanding, that when and if during the life of this contract, (or thereafter, or after its termination the said interest of said first party in San Dieguito Mutual Water Company shall be sold for a price amounting to or exceeding \$500,000, then and in that event, and upon the receipt of such price, there shall be paid out of the same to the second party \$50,000; if however the price at which said interest of first party

in said Water Company shall be sold at any time shall exceed \$350,000, but shall not amount to \$500,000, then there shall be paid to second party upon such sale, and after the receipt by first party of the purchase price, one-fourth of the difference between \$350,000 and the price at which such property is sold. If the price or compensation received by the first party from any sale referred to in this article shall consist of securities or other thing of value, in whole or in part, then the amount to be paid to second party shall be paid to him in kind and he shall take such securities or other thing of value at the same value at which they are taken by the first party and in the proportion respectively that the amount to be paid to him bears to the amount of profit realized by the first party on such sale; and in determining such profit and for the purpose of this article only, the cost of first party's interest in said "Water Company" shall be deemed to be \$350,000. Any amount received by the second party under the provisions of this article shall be charged against the compensation to be paid to the second party upon the sale of said "water properties".

ARTICLE VII.

It is agreed that if a sale of all of said properties shall be made within the term of this agreement, then and in that event, but not otherwise, the one acre of land upon which the present Bernardo store is located on the Bernardo Ranch shall thereafter be held for the joint benefit of the parties hereto.

ARTICLE VIII.

The second party is desirous of owning a one-half interest in the lands outside Lake Hodges reservoir site, known as the Tom and Jim Carroll, the Nulton and Eucalyptus lands; therefore, he agrees to buy, and said party of the

first part agrees to sell a one-fourth interest in the above described lands at a valuation to be agreed upon by them, or if they are unable to agree thereon within thirty days from the date hereof, such valuation shall be determined by arbitration as hereinafter provided.

ARTICLE IX.

It is expressly understood and agreed that any and all right of the second party to receive any compensation whatsoever for any services rendered or which may be rendered in any manner respecting the acquisition, management or sale of said "water properties" or in respect thereto in any manner whatsoever, is and shall be wholly dependent upon the sale of said "water properties" by the first party at a price and upon terms to be determined solely by him, except as herein otherwise expressly provided.

Therefore it is further understood and agreed that unless a sale of all of said "water properties" is made within three years from the date hereof in the manner as above provided, then this contract, unless expressly agreed in writing to the contrary, shall cease and determine and, (except as herein otherwise provided,) the second party shall have no right whatever to receive from the first party any sum or thing of value as compensation for services in respect to any of the matters or things herein set out or in any manner connected therewith, and, (except as otherwise provided herein,) the first party shall be under no obligation to pay or deliver to the second party any sum or thing of value on account of any such services, and in the event of any sale being made by the first party after the expiration of the term of this contract as before fixed, the second party shall not be entitled to anything received by first party on account of any such sale, but the whole of the price or consideration for such sale shall belong

absolutely and exclusively to the first party. Time is and shall be of the essence hereof.

Provided, however, that if within said three year term a valid agreement in writing shall be made between first party and a purchaser of said "water properties" for the sale of such properties to such purchaser, but such contract is not fully performed before the expiration of said term, but is thereafter fully performed, then and in that event, the second party shall receive said compensation upon the same terms and subject to the same conditions and limitations as though said sale had been consummated within said three year term. And, provided further that if no sale of said "water properties" is made within said three year term, nor any valid contract therefor made and entered into between said first party and such purchaser, as above provided, then and in that event, the second party shall be entitled to no compensation whatsoever for his services on account of any sale of said "properties" or on account of any attempt or endeavor to sell the same, but his compensation shall be limited solely to such services as he may have heretofore performed, or may perform during the term of this contract, in respect to the acquisition and management of said "properties", which compensation is hereby expressly agreed shall be One Hundred Thousand ^{Dollars} / (\$100,000.00), which shall be in full payment and discharge of all liability of the first party to the second party in respect to said "properties"; provided, however, that no part of said compensation, except the payment provided for in Article VI of this agreement, shall be due or payable until after a sale of said "water properties" is made by the first party, and the same, except as in said Article VI provided, shall be paid wholly and exclusively out of the profits realized by the first party on such sale, to be determined in the manner as hereinbefore in

REPORT OF THE BOARD OF DIRECTORS
OF THE SAN DIEGO WATER COMPANY

this contract provided with respect to profits upon a sale made during the said term of this contract; if said profits as thus determined shall not be sufficient to pay the sum of \$100,000.00 said first party shall be under no obligation to make up in any way or pay the amount of such deficiency. If any part of the purchase price at such sale is in bonds or securities of any kind, or other thing of value, the compensation to be paid to second party shall be paid in kind and pro rated as hereinbefore in this contract provided with respect to payment of compensation; provided further that except as in said Article VI provided, said second party's share of the profits derived from the sale of said "water properties" shall be dependent upon the amount of such profits to this extent; that if the first party shall make a profit of Four Hundred Thousand Dollars (\$400,000.00) on such sale, the second party shall receive One Hundred Thousand Dollars (\$100,000.00), less the amount paid to him from the sale of said San Dieguito System as provided in said Article VI. If the profits of the said party of the first part from such sale shall be less than Four Hundred Thousand Dollars the said second party shall receive one-fourth (1/4th) of such profits, less the amount received by him from the sale of the said San Dieguito properties as provided in said Article VI; and provided further that in the event there shall be a sale of the first party's interest in said San Dieguito Mutual Water Company, as provided for in Article VI hereof, then the said second party shall be entitled to be paid as therein provided, and anything paid to or received by him on account of any such sale as provided for in said Article shall be credited to the first party and deducted from said One Hundred Thousand Dollars (\$100,000), or from the said one-fourth (1/4th) of the profits of the said first party

if such profits shall be less than Four Hundred Thousand Dollars (\$400,000) as hereinbefore mentioned.

ARTICLE X.

It is further agreed that this contract shall not affect the right of the party of the first part to sell any part of the Warner's Ranch or Xarissa Hill portion of the Bernardo Ranch not hereinbefore referred to, covered or affected by this agreement, but that any question as to compensation concerning services which may be rendered, or have been rendered in the purchase and management or future sale of either of said ranches shall be agreed upon by the parties hereto, or in the event they do not agree within a reasonable time shall be fixed by arbitration as hereinafter provided.

ARTICLE XI.

Any arbitration of such matters as are hereinbefore provided to be arbitrated shall be made by a Board of Arbitrators to consist of three members, one to be chosen by each of the parties hereto, and if they cannot agree upon a third, he shall be selected by the two so chosen; a majority of such arbitrators shall be necessary to any decision; any decision made by such Board of Arbitrators shall be entered as an order of the Superior Court of San Diego County, State of California, in accordance with the Provisions of the Code of Civil Procedure of this State.

Whenever a case for arbitration arises under the terms of this agreement, either of the parties hereto may serve upon the other thereto notice of and demand in writing for such arbitration, and shall in such notice and demand name the arbitrator chosen by him; thereupon and within 15 days after such demand the party so served shall choose the arbitrator to be chosen by him and notify the other party in writing thereof; within ten days after such notice the parties shall

then determine whether they can agree upon a third arbitrator, and if they are unable to so agree within said ten days, then the two arbitrators so chosen shall within thirty days thereafter select the third arbitrator, and the said arbitrators so chosen shall proceed thereafter with all reasonable diligence to determine the matter so to be arbitrated; and each of the parties shall have the right to appear before such Board and be heard and to present his evidence.

ARTICLE XII

It is understood and agreed that this contract shall inure to the benefit of and be binding upon the heirs, executors, administrators and assigns of the parties hereto respectively.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands this 28th day of July, 1920.

Wm. H. Henshaw

Ed Fletcher

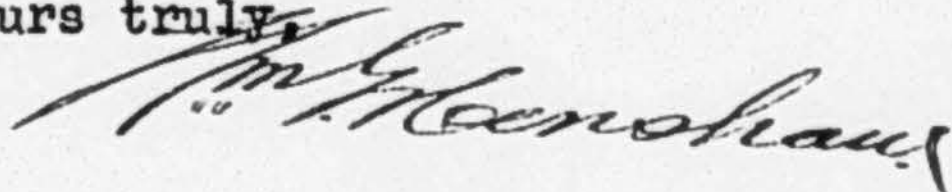
Santa Barbara, Sept. 9th, 1921.

Mr. Ed. Fletcher,
San Diego, California.

My dear Ed:--

I have had a talk with John, in which the matter of the possible sale of water to Escondido and San Diego was discussed and in connection therewith the contract between us of date of July 28th, 1920, covering the sale of the "water properties" therein described. John stated to me that in view of the possibility of some arrangement or contract being made with the Escondido people or with San Diego, you thought there ought to be some amendment of our contract above referred to. On account of the wholly tentative nature of the negotiations at the present time, because of which we ourselves do not know what may be done, I think it would be impracticable to attempt any modification of the contract; furthermore I do not see that there would be in any event any necessity therefor. Even if some sort of a contract should be made with San Diego or Escondido or both, I would expect to treat you in a fair and equitable manner, having in mind of course our respective rights under the contract.

Yours truly,





\$2783 ⁰⁵/₁₀₀ San Diego Cal. January 1 1923

On July 28, 1923 after date (without grace) I promise
to pay to the order of May Henshaw

Seven hundred eighty three ⁰⁵/₁₀₀ Dollars
for value received with interest at six (6) per cent per
annum from Los Angeles until paid, both

principal and interest payable only in UNITED STATES GOLD COIN.

Payable at _____

No. _____ Due _____

E. H. Henshaw

U.S.  Bonds.

\$11,390.63

San Francisco, Calif. December 30th, 1921.

FOR VALUE RECEIVED, I promise to pay in Gold Coin of the United States to WM. G. HENSHAW, or order, at his office in said City of San Francisco, the sum of Eleven thousand three hundred ninety and 63/100 Dollars (\$11,390.63) in five equal installments of Two thousand two hundred seventy eight and 12/100 Dollars (\$2,278.12) each, the first whereof shall be due and payable on the thirtieth (30) day of December, 1922, and one thereof on the thirtieth day of December in each year thereafter until the full sum of Eleven thousand three hundred ninety and 63/100 Dollars (\$11,390.63) shall have been paid; together with interest on the decreasing balance of said principal sum at the rate of six per cent per annum from date hereof until paid, payable semi-annually on the thirtieth (30) day of June and December of each year.

In case default be made in the payment of any installment of interest when the same shall become due and payable, and such default continue for a period of thirty days, then such amount shall be added to and become a part of the principal sum and shall bear the same rate of interest, from the date it became due and payable until paid; in case default be made in the payment of any installment of principal or interest when the same shall become due and payable, and such default continues for a period of thirty days, then the whole amount of principal and interest shall without notice become due and payable at the option of the holder of this note.

This note is secured by mortgage bearing even date herewith.

E. W. Hitchcock

Mary C. B. Hitchcock



Wm G. Merschaw
S. 11.390.63

Wm G. Merschaw.
by *Luffit Merschaw* HIS ATT'Y IN FACT.

For value received.....hereby waive
demand, notice of non-payment and protest
of the within Note, and guarantee payment thereof
San Francisco, Cal. February 17, 1933

Wm G. Merschaw.
by *Luffit Merschaw* HIS ATT'Y IN FACT.

ASSUMPTION OF LIABILITY AND INDEMNIFICATION

KNOW ALL MEN BY THESE PRESENTS: That I, ED FLETCHER of San Diego, California, in consideration of an agreement made between Wm. G. Henshaw of San Francisco, California, and myself of date about August 11, 1923, and in consideration of the transfer to me in accordance with said agreement of all of the interest of the said Henshaw in the properties of the Cuyamaca Water Company and in fulfillment of said agreement, and as a part of said transaction, do hereby assume all of the liabilities and obligations of the said Henshaw which may now exist or may hereafter arise against him as a partner or surviving partner or member in said Cuyamaca Water Company, or on account of his having been a member of said Company, whether the same constituted a partnership or whatsoever the nature or status thereof, and to whomsoever the same may be owing; together with any liability or obligation of said Henshaw for or account of any sum or sums advanced by James Murray, one of the members of said company and now deceased, or by myself, or by any other person in connection with or on account of said Company's business, or for its use or benefit, whether represented by an open account, note or notes, or howsoever evidenced or created, and whether such note or notes or other instrument is executed solely in the name of said Company or in the name of said Company and/or any member or members thereof.

I agree to fully and faithfully carry out and perform all duties or obligations which said Henshaw might be required to perform or observe as such member or surviving member of said Company with respect to the estate of said Murray, deceased, or to his heirs, representatives or de-

visees or their successors or assigns.

And I do hereby further agree to forever indemnify, save and hold harmless the said Henshaw from and against any liability or obligation of any kind or nature whatsoever which may now exist or which may hereafter arise against him by reason of his having been a member of said Company or being a surviving member thereof, and against any liability or obligation assumed by me as hereinbefore set out.

The obligations or liabilities assumed by me, as above set forth, shall not include any obligation or liability of said Cuyamaca Water Company incurred by said Henshaw without my knowledge or consent, if any such there be.

IN WITNESS WHEREOF, I, the said Ed. Fletcher, have hereunto set my hand this 12 day of September, 1923.

Ed. Fletcher

ASSUMPTION

of

LIABILITY AND INDEMNIFICATION

FLETCHER - HENSHAW

September 1923.

A G R E E M E N T,

-----oOo-----

THIS AGREEMENT, made and entered into at San Diego, California, on this 15th day of October, A. D., 1921, by and between WILLIAM G. HENSHAW and ED FLETCHER, surviving copartners of that certain copartnership heretofore existing composed of James A. Murray, William G. Henshaw and Ed Fletcher, and doing business under the firm name and style of Cuyamaca Water Company, parties of the second part, and C. HARRITT, of San Diego, California, party of the second part,

W I T N E S S E T H :

THAT WHEREAS, the parties of the first part are the owners of Cuyamaca Lake, in the County of San Diego and State of California, and all of the lands lying within the fence surrounding the said lake; and

WHEREAS, adjacent to the said property there was many years ago operated a mine known as the Stonewall mine, with a stamp mill thereon, and from which mill a portion of the tailings were discharged upon the shores of the said lake and within the fence surrounding the same; and

WHEREAS, due to the lowering of the water in the said lake the said tailings have become exposed and can now be removed, and the party of the second part believes that there is sufficient value therein to warrant removing and treating the same for the purpose of extracting the gold therefrom; and

WHEREAS, the parties of the first part are willing to give the party of the second part the right and permission to remove the said tailings and if necessary to erect a suitable plant and other equipment upon the said land required in treating the said tailings,

NOW THEREFORE, for and in consideration of the promises aforesaid and of the promises and agreements hereinafter specifically mentioned, the parties hereto hereby agree, each with the other, as follows, to-wit:

1. The parties of the first part hereby give to the party of the second part the right and permission to enter upon the said land and to remove therefrom all of the said tailings.

2. Such permission shall continue until all of the said tailings shall have been removed and treated.

3. Second party is also given permission to treat the said tailings on the said land, and if necessary to erect thereon a plant for such purpose.

4. Second party is also given permission and privilege to pump from the said Cuyamaca Lake, without cost, such water as may be necessary to be used in the treatment of the said tailings.

5. It is understood that no sediment is to be deposited below the high water line of said lake.

6. The lands upon which the said tailings are situate and permission for the use of which for the purposes aforesaid is hereby given are more particularly described as follows, to-wit:

Those lands lying within the Cuyamaca Water Company's Cuyamaca Lake fence, and lying North and East of the said Stonewall mine.

7. And in consideration of the foregoing rights and privileges, the party of the second part agrees to pay the parties of the first part ten per cent (10%) of the gross values extracted from the said tailings. The said royalty to be payable as returns are by him received from the San Francisco mint, estimated to be once each month.

IN WITNESS WHEREOF, the parties hereto have hereunto
set their hands on the day and date in this agreement first
above written.

E. H. H. H.

William L. H. H. & G. H. H. H.
Surviving copartners of Cuyamaca Water
Company, Parties of the First Part.

C. H. H.

Party of the Second Part.

THE ATTY. IN FACT.

A G R E E M E N T

WILLIAM G. HENSHAW and
ED FLETCHER,

Parties of the First Part.

-and-

C. HARRITT,

Party of the Second Part.

copy

ASSUMPTION OF LIABILITY AND INDEMNIFICATION

KNOW ALL MEN BY THESE PRESENTS: That I, ED FLETCHER of San Diego, California, in consideration of an agreement made between Wm. G. Henshaw of San Francisco, California, and myself of date about August 11, 1923, and in consideration of the transfer to me in accordance with said agreement of all of the interest of the said Henshaw in the properties of the Cuyamaca Water Company and in fulfillment of said agreement, and as a part of said transaction, do hereby assume all of the liabilities and obligations of the said Henshaw which may now exist or may hereafter arise against him as a partner or surviving partner or member in said Cuyamaca Water Company, or on account of his having been a member of said Company, whether the same constituted a partnership or whatsoever the nature or status thereof, and to whomsoever the same may be owing; together with any liability or obligation of said Henshaw for or account of any sum or sums advanced by James Murray, one of the members of said company and now deceased, or by myself, or by any other person in connection with or on account of said Company's business, or for its use or benefit, whether represented by an open account, note or notes, or howsoever evidenced or created, and whether such note or notes or other instrument is executed solely in the name of said Company or in the name of said Company and/or any member or members thereof.

I agree to fully and faithfully carry out and perform all duties or obligations which said Henshaw might be required to perform or observe as such member or surviving member of said Company with respect to the estate of said Murray, deceased, or to his heirs, representatives or de-

visees or their successors or assigns.

And I do hereby further agree to forever indemnify, save and hold harmless the said Henshaw from and against any liability or obligation of any kind or nature whatsoever which may now exist or which may hereafter arise against him by reason of his having been a member of said Company or being a surviving member thereof, and against any liability or obligation assumed by me as hereinbefore set out.

The obligations or liabilities assumed by me, as above set forth, shall not include any obligation or liability of said Cuyamaca Water Company incurred by said Henshaw without my knowledge or consent, if any such there be.

IN WITNESS WHEREOF, I, the said Ed. Fletcher, have hereunto set my hand this 12th day of September, 1923.

(Signed) Ed Fletcher

August 27, 1923.

In consideration of Ten Dollars (\$10.00) and other considerations, the receipt of which is hereby acknowledged, William G. Henshaw transfers to Ed Fletcher all his right, title and interest in the following properties located in San Diego County, California, and known on the Books as: the Hyer, Gipps, Maurer, Fish, Loring, Trask, Preston, Cable, Harrison, Nute, Bland, Hinkle and Croake properties, as well as any revenue that is now due or shall become due from crop rentals on said property, said Fletcher assuming all taxes and interest from date, as well as a Five Thousand Dollar (\$5,000) mortgage on the Harrison property, the intention of said Henshaw being to convey all right, title and interest, and be relieved of any further responsibility or obligation of any kind or description in relation thereto, and transferring to Ed Fletcher any interest he may have in said properties or the revenue thereof.

William G Henshaw
by John Pearson
his Attorney-in-fact

Mr. William G. Henshaw:

The above is satisfactory and accepted by me.

Ed Fletcher

San Diego County Water Company

724 South Spring Street

Los Angeles, California

September 12, 1923.

Colonel Ed. Fletcher,
San Diego, California.

My dear Ed:

In connection with the transfer of my interest in properties of the Cuyamaca Water Company to you, it has been agreed between us that I am to quitclaim to the Morse Construction Company, a corporation, by good and sufficient deed, all of my estate in the Linda Vista lands in San Diego County, which were acquired by my agent, Mr. Chas. B. Gould, by Treasurer's Deed of the County of San Diego, of date April, 1923, as said deed is recorded in Book 937 of Deeds, at Page 407 et seq., in the office of the County Recorder of San Diego County, California.

This is intended as a memorandum to evidence my obligation to execute and have executed by myself or my agent, the said Chas. B. Gould, all necessary conveyances to vest in the said Morse Construction Company, a corporation, all the estate acquired by me or my said agent, Chas. B. Gould, in and to the property described in the deed hereinbefore mentioned.

This is also a memorandum of my intention to convey to you all of my estate in the said Cuyamaca Water Company, under any name which it may have operated or acquired property, either as a partnership association or corporation, and should it later develop that any property or properties have been omitted from the deeds and papers I have executed in transferring my estate to you, I obligate myself to execute, or have executed, any and all necessary additional conveyances to complete transfer of my estate in any of said properties to you.

Yours very truly,

William G. Henshaw
by J. L. [unclear]
his attorney-in-fact.

San Diego County Water Company

724 South Spring Street

Los Angeles, California

September 12, 1923.

Col. Ed. Fletcher,
San Diego,
California.

Dear Sir:-

Referring to the quitclaim deed, dated the 12th day of September, 1923, which I am executing to you of all of my interest in the properties of the Cuyamaca Water Company pursuant to the agreement of date about August 11, 1923 and in fulfillment of such agreement, I beg to state that while said deed is in form a quitclaim for reasons which have been discussed by Mr. Treanor and yourself, I state to you that I have made no conveyance of my interest or any part thereof in said property excepting such as have been made with your knowledge or consent, it being my understanding that a few pieces of real property have been so transferred; also that some personal property may have been so transferred in the course of the business of the company. I also state to you that I have not encumbered my interest in the property excepting as I may have joined in some mortgage or mortgages or other form of encumbrance to secure certain debts of the company or to obtain funds for carrying on the business thereof, and in which you also joined.

The foregoing statement may be considered as a warranty as to the facts above set forth.

Yours truly,

William G. Henshaw
by John Treanor
his attorney-in-fact.



DEED



This deed made this 12th day of September, 1923 by

WM. G. HENSHAW and HETTY T. HENSHAW, husband and wife, to ED FLETCHER,
WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations the said Wm. G. Henshaw and Hetty T. Henshaw do hereby remise, release, and forever quitclaim unto said Ed Fletcher all their right, title and interest in and to that certain real and personal property situated in the County of San Diego, State of California, more particularly described as follows, to-wit:-

1. All that real and personal property described in that certain deed made by San Diego Flume Co., a corporation, to James A. Murray, which deed is dated June 1, 1910, and recorded in the office of the Recorder of said San Diego County in Book 495, page 61 of deeds, to which deed reference is hereby had and made a part hereof.

2. And also the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Seven (7); the South Half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) and the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Eight (8), Township Fifteen South, Range Two East, S. B. M., in the County of San Diego, State of California.

3. And also that portion of the El Cajon Valley Company's land in the Rancho El Cajon, in the County of San Diego, State of California, according to Map thereof 289, filed in the office of the County Recorder of said San Diego County December 30, 1886, and more particularly described as follows:

913/63
889/389

A. Beginning at the intersection of the Northerly line of Julian Avenue and the East boundary line of El Cajon Valley Company's Land, as shown on said Map 289, which point is 40.33 feet North of the intersection of the center line of Julian Avenue and said boundary line;

Thence North 1173.5 feet along said boundary line to the San Diego River;
thence North $60^{\circ} 31'$ West 57 feet;
thence South 1348 feet to the Northerly line of said Julian Avenue;
thence North $48^{\circ} 03'$ East along the line of Julian Avenue to place of beginning.

B. Beginning at a point on the East boundary line of El Cajon Valley Company's Land, as shown on said Map 289, 1313.83 feet North of the intersection of the center line of Julian Avenue and said boundary line;

thence North along said boundary line 500 feet;
thence North $60^{\circ} 31'$ West 57 feet;
thence South parallel to said boundary line 500 feet;
thence South $60^{\circ} 31'$ East 57 feet to point of beginning.

C. Beginning at a point on the Northerly line of Julian Avenue and 50 feet West of the point of intersection of the center line of said Julian Avenue with the East line of El Cajon Valley Company's land, as shown on said Map 289;

thence South $48^{\circ} 03'$ West along the Northerly side of Julian Avenue 80.7 feet;
thence North 1333 feet;
thence South $60^{\circ} 31'$ East 68.92 feet;
thence South 1348 feet to Northerly line of Julian Avenue and place of beginning.

D. Beginning at the intersection of the Southerly line of Julian Avenue with the East boundary line of El Cajon Valley Company's lands, as shown on said Map 289, which point is 40.33 feet South of the intersection of the center line of said Julian Avenue and said boundary line;

thence along the South line of said Julian Avenue South $48^{\circ} 3'$ West 190 feet;
thence at right angles South $41^{\circ} 57'$ East 213 feet to a point on said boundary line

285.4 feet South of the place of beginning;
thence North to place of beginning.

E. Beginning at a point on the East boundary line of
El Cajon Valley Company's land, as shown on said Map 389,
550.73 feet South of the point of intersection of the center
line of said Julian Avenue and said boundary line;

thence West 569.7 feet to the Southerly line
of Julian Avenue;
thence North $48^{\circ} 03'$ East along the Southerly
line of said Julian Avenue 574.7 feet;
thence at right angles South $41^{\circ} 57'$ East 213
feet to point on said boundary line;
thence South along said boundary line 235
feet to point of beginning.

4. The Northeast Quarter ($NE\frac{1}{4}$) of the Southwest
Quarter ($SW\frac{1}{4}$), and the North Half ($N\frac{1}{2}$) of the Southeast
Quarter ($SE\frac{1}{4}$) of Section Three (3) Township Fifteen (15)
South, Range Three (3) East, S. B. M.

5. Southeast Quarter of the Northwest Quarter; the East
Half of the Southwest Quarter and the Southwest Quarter of the
Southeast Quarter, all in Section Two, Township Fourteen South,
Range Two East, S. B. M., in the County of San Diego, State
of California.

6. All that portion of Block 8 of Villa Caro Heights as shown
on Map No. 1345 filed in the office of the County Recorder of San
Diego County, California, July 3rd, 1911, bounded and described
as follows:

Beginning at the most Southwesterly corner of said
Block 8 of said Villa Caro Heights, said point being a point in the
Northerly boundary line of the San Diego Flume Company's Right-
of-way as the same is shown and depicted upon said Map No. 1345;

thence along the said Northerly boundary line
of the San Diego Flume Company's Right-of-way
North $87^{\circ} 35'$ East 15.61 feet to a point;
thence on a 280.80 foot radius curve to the right
68.20 feet (63.79 feet record) to a point;
thence South $78^{\circ} 30'$ East 116.33 feet to a point;

thence on a 188.16 foot radius curve to the right 28.14 feet to a point;
thence South 69° 56' East 35.0 feet to the true point of beginning;
thence leaving the said Northerly boundary of the San Diego Flume Company's Right-of-way North 30° 04' East 35.0 feet to a point;
thence South 69° 56' East 40 feet to a point;
thence South 30° 04' West 35.0 feet to a point in the aforesaid Northerly boundary of the San Diego Flume Company's Right-of-way;
thence along the said Northerly boundary of the San Diego Flume Company's Right-of-way North 59° 56' West 40.0 feet to the point of beginning.
Containing 0.03 acres more or less.

7. All that portion of Lot Four Hundred Sixty-nine of Grossmont Park Subdivision No. 3, according to the Map thereof No. 1528, filed in the office of the Recorder of said San Diego County, January 5, 1913, lying West of a straight line drawn parallel with and distant 250 feet Westerly from the East line of said Lot Four Hundred Sixty-nine.

8. Also all that portion of Lot Four Hundred Forty-nine of said Grossmont Park Subdivision No. 3 lying South of a line drawn parallel with a fifty feet Northerly from the South line of said Lot Four Hundred Forty-nine.

9. Also all that portion of Lot Forty-one of Subdivision No. 1, part of Grossmont Park, according to the Amended Map thereof No. 1297, filed in the office of the Recorder of said San Diego County, October 31, 1910, described as follows:

Beginning at the Southwest corner of said Lot Forty-one, thence in an Easterly direction along the Southerly line of said lot, 65 feet;
thence in a Northerly direction parallel to the Westerly line of said lot, 45 feet;
thence in a Westerly direction parallel to the Southerly line of said lot, 65 feet; more or less, to a point on the Westerly line of said lot;
thence in a Southerly direction along the Westerly line of said lot, 45 feet to the point of beginning.

10. Also Lot Five Hundred Fifty-four of Grossmont Park Subdivision No. 4, according to the Map thereof No. 1639, filed in the office of the Recorder of said San Diego County, June 3, 1914.

11. Also all reservoir structures, pumps, motors, pump houses, suction lines, discharge lines, outlet pipes and valves located upon the above described parcels of land.

12. Also all pipe lines, fittings, valves, meters, and other appliances used in the distribution and sale of water, which are located over and across the following described lands:

- (a) Subdivision No. 1, part of Grossmont Park in the County of San Diego, State of California, according to the Amended Map thereof No. 1297 filed in the office of the Recorder of said San Diego County, October 31, 1910.
- (b) Grossmont Park Subdivision No. 2, in the County of San Diego, State of California, according to the Map thereof No. 1318 filed in the office of the Recorder of said San Diego County, February 23, 1911.
- (c) Grossmont Park Subdivision No. 3, in the County of San Diego, State of California, according to the Map thereof No. 1528 filed in the office of the Recorder of said San Diego County, January 5, 1913.
- (d) Grossmont Park Subdivision No. 4, in the County of San Diego, State of California, according to the Map thereof No. 1639, filed in the office of the Recorder of said San Diego County, June 3, 1914.

13. Beginning at a point from whence the Southwest Corner of Lot Four (4) in Section Seventeen (17), Township Sixteen (16) South, Range One (1) West, S. B. M. bears South 61° 42' West Four Hundred Fifty-nine and 94/100 (459.94) feet;

thence North 62° 00' East One Hundred Thirty-three and 55/100 (133.55) feet;

thence North 17° 28' West One Hundred Sixty-nine and 28/100 (169.28) feet;

thence South 16° 40' West Two Hundred Thirty-four (234) feet to place of beginning, and containing 0.255 of an acre, more or less.

14. That portion of La Mesa Colony in the Ranch Mission of San Diego, according to the map thereof filed in the office of the Recorder of said San Diego County, September 4, 1901, and numbered 876 of the maps filed in said office, being a strip Two Hundred (200) feet in width lying between the Northwesterly boundary line of Lot Nineteen (19) of Rancho Mission of San Diego, and the Northwesterly line of the County Road and adjoining the Southwesterly boundary of the property conveyed by the San Diego Flume Company to James A. Murray, by deed recorded on June 1, 1910, in Book 495 of Deeds, page 61 et seq., and particularly described as follows:

Beginning at a point (855) Eight Hundred Fifty-five feet North $36^{\circ} 32'$ East from the Northwest corner of the Southwest Quarter of Section 13, Township 16 South, Range 2 West S.B.M., which point is also located upon the Northwesterly boundary line of Lot Nineteen (19) of Rancho Mission of San Diego;

thence South $60^{\circ} 45'$ East to a point where a line drawn parallel with and One Hundred Ninety and $7/10$ (190.7) feet at right angles Southwesterly from the Southwesterly crest of La Mesa Dam intersects the Northwesterly boundary line of the County Road, which County Road adjoins the Northerly boundary of Lots One Hundred Fifty-two (152), One Hundred Fifty-three (153) and One Hundred Fifty-four (154) of said La Mesa Colony;

thence in a Southwesterly direction following the Northwesterly line of said County road to a point distant Three Hundred Ninety and $7/10$ (390.7) feet Southwesterly from and measured at right angles to the Southwesterly line of the crest of La Mesa Dam produced;

thence North $60^{\circ} 45'$ West to a point where a line drawn parallel with and Three Hundred Ninety and $7/10$ (390.7) feet at right angles Southwesterly from the Southwesterly crest of La Mesa Dam intersects the Northwesterly boundary line of said Lot Nineteen (19) of Rancho Mission;

thence in a Northeasterly direction along the Northwesterly boundary line of said Lot Nineteen (19) to the place of beginning.

15. Lot Twelve (12) and that certain tract of land described as "No. 2 Reservoir" both located in Block Fifty-four (54) of Normal Heights.

16. Also interest in those certain mining claims situate on Boulder Creek in the County of San Diego, State of California, more particularly designated and described as follows:

"Contact" claim recorded in Book 56 of Miscellaneous Documents, Page 373 in the office of the County Recorder;

"Golden Star" claim recorded in Book 56 of Miscellaneous Documents, Page 374, in the office of the said County Recorder;

"Good Hope" claim recorded in Book 56 of Miscellaneous Documents, Page 54, in the office of the said County Recorder.

17. All personal property of the Cuyamaca Water Company, and also all franchises, rights of way, water filings and water rights on the San Diego River and its tributaries owned or controlled by the Cuyamaca Water Company, and all appurtenances and privileges thereunto belonging and appertaining.

TO HAVE AND TO HOLD the above quitclaimed property unto the said Ed Fletcher, his heirs and assigns forever.

IN WITNESS WHEREOF, the said Wm. G. Henshaw and Hetty T. Henshaw have hereunto set their hands the day and year first above written.

Wm G. Henshaw
by John Henshaw &
this Attorney-in-fact
Hetty T. Henshaw
by John Henshaw
this Attorney-in-fact.

State of California }
County of Los Angeles } ss.

On this 12th day of September, in the year nineteen hundred and twenty-three A. D.,
before me, Nelle E. McLaughlin, a Notary Public in and for
the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn,
personally appeared John Treanor personally

known to me to be the person described in and whose name is subscribed to the
within instrument, as the attorney in fact of Wm. G. Henshaw and
Hetty T. Henshaw
and acknowledged to me that he subscribed the names of Wm. G. Henshaw
and Hetty T. Henshaw
thereto as principals and his own name as attorney in fact.

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

Nelle E. McLaughlin
Notary Public in and for Los Angeles County, State of California.

[Attorney in Fact]

GRAYS-STANFORTH STATIONERY CO. L.A.

11

INDEXED

PAGED

Handman
To
Fletcher

RECORDED AT REQUEST OF

** Ed Fletcher*

SEP 13 1923

At 20 Min. past 2 o'clock PM

In Book No. 266 Page 160

of Deeds.

Records of San Diego County, Calif.

John H. Terry, County Recorder

By L. B. Woodard Deputy

Fees \$ 4.90

444

UNRECORDED

L. B. Woodard

711000 x 8
920

38055

PAGED

Handman

Fletcher

INDEXED

RECORDED AT REQUEST OF

Ed Fletcher

OCT 11 1923

At 30 Min. past 2 o'clock PM

In Book No. 249 Page 490

of Deeds.

Records of San Diego County, Calif.

John H. Terry, County Recorder

By L. B. Woodard Deputy

Fees \$ 4.90

444

UNRECORDED

L. B. Woodard

AGREEMENT.

THIS AGREEMENT made and entered into this 12 day of September, 1923 by and between WM. G. HENSHAW of San Francisco, California and ED FLETCHER of San Diego, California, WITNESSETH:

THAT, WHEREAS, Wm. G. Henshaw and Ed Fletcher made and entered into a contract in writing of date the 28th day of July, 1920 fixing the compensation to be received by the said Fletcher for all services performed or to be performed by him in respect to the properties or any of them described or referred to in said contract and therein designated as "water properties", reference to which contract for full particulars being hereby made, and

WHEREAS, said Wm. G. Henshaw and Ed Fletcher made and entered into a certain other contract of date the 28th day of July, 1920, providing for the fixing of the compensation that said Fletcher should receive for all of his services of every kind and nature performed or which might thereafter be performed by him in respect to certain properties therein referred to and designated as the Xarissa Hill portion of the Bernardo Ranch and Warners Ranch and each and every part of said properties, excepting certain parts thereof in said contract specified, and

WHEREAS on or about the 11th day of August, 1923 an agreement was made and entered into between said Henshaw and Fletcher whereby, among other things, it was provided that the said two contracts hereinbefore referred to of date July 28th, 1920 should be cancelled and annulled and the said Henshaw released and discharged from any and all obligations thereunder or in any manner connected therewith and from any and all claims and demands on the part of said Fletcher for or on account of compensation for any service or services performed for him before or after the making of the said contracts in respect to any of the properties referred to therein, or any other property of said Henshaw,

NOW, THEREFORE, in consideration of the premises and in

fulfillment of said contract of August 11, 1923 it is hereby agreed between the parties hereto, the said Henshaw and Fletcher, as follows:

(1) Said contracts and each of them of date the 28th day of July, 1920 are hereby cancelled and annulled and each of the parties thereto is discharged from any obligation thereunder.

(2) The said Fletcher hereby forever releases and discharges the said Henshaw and his assigns, including the San Diego County Water Company, from any and all claims and demands for or on account of services or any service of any kind or nature whatsoever in any manner pertaining or relating to the said properties, or any of them or any part thereof, mentioned or referred to in said agreements of July 28th, 1920 or either thereof, or any other property of said Henshaw, whether so referred to or not, and whether performed or rendered at any time prior to or after the making of said contracts.

(3) Said Fletcher does further release and discharge said Henshaw from any claims, demands, or liabilities of every kind or nature whatsoever on account of any moneys advanced or claimed to have been advanced or paid by said Fletcher in respect to or in any manner relating to or concerning the said properties or any part thereof referred to in said contracts or either thereof dated July 28, 1920, or any other property of said Henshaw whether so referred to or not, and does hereby acknowledge full payment and satisfaction of any and all such claims, demands, indebtedness or liabilities.

(4) It is further understood and agreed that any authority or agency which the said Fletcher may have heretofore had or claimed to have had from the said Henshaw or his assigns in respect to the care, management or sale of said properties or any thereof or any part thereof or in any other respect whatsoever is hereby terminated.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 12 day of September 1923.

Wm G Henshaw
by John W. ...
his attorney-in-fact.
E. J. ...

AGREEMENT.

Wm. G. HENSHAW

and

ED. FLETCHER

September 1923.

Box
∞

129-A

LIST OF DOCUMENTS TO WHICH REFERENCE IS MADE WRAPPED IN SEPARATE PACKAGE.

1. Deed P. R. Johnson and wife to William G. Henshaw - Oct. 5, 1915.
2. Deed Thomas Carroll and wife to H. Taylor - July 7, 1914.
3. Deed Jim Carroll et al to H. Taylor - July 3, 1914.
4. Deed H. Taylor to C. B. Gould - Oct. 18, 1915.
5. Deed Eucalyptus Culture Company to Ed Fletcher - July 21, 1917.
6. Two documents. Deed Richard Beck Chapman, trustee, and Chapman Estate - Jan. 30, 1917.
7. Floodage agreement copy Bixler to San Dieguito Mutual Water Company July 26, 1917.
8. Two documents. Floodage agreement Henshaw to San Dieguito Mutual Water Company, May 1, 1917, and floodage agreement Ed Fletcher to San Dieguito Mutual Water Company, April 28, 1917.

FOR FLOODAGE AGREEMENTS.

1. Deed Ed Fletcher to William G. Henshaw - November 20, 1920.
2. Deed Ed Fletcher to William G. Henshaw - July 31, 1920.
3. Floodage agreement Ed Fletcher to San Dieguito Mutual Water Company - November 20, 1917.

Ed Fletcher Papers

1870-1955

MSS.81

Box: 44 Folder: 15

**Business Records - Business Partnerships -
Henshaw, William - Contracts and agreements**



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