J. FRANK CULLEN COMPANY
CITY REAL ESTATE, FARM & RANCH LANDS, BEACH PROPERTIES
617 E STREET SAN DIEGO, CALIFORNIA

April 5/17

Col. Ed. Fletcher,
San Diego, Cal.
q

My Dear Mr. Fletcher,

To confirm my conversation with you of recent date I herewith quote. Price on my Olevhain Ranch.

This ranch consists of 325 acres and is practicaly all tillable land. There is quite an acreage planted to lima beans and probably in the neighborhood of 60 acres and would be considered first-class bean land.

The ranch borders the Santa Fe on the West for a distance of approximately one mile and a half.

The Escondiddo Creek runs through the bottom lands the entire lengh ogf the ranch and practically controls the water situation in this valley. There are three wells drilled to a depth of 59 to 60 feet respectifely the underground channel of the old river was located by these wells and a big flow of water secured. A hydraulic engineer reports that by sinking two more wells 70 inches of water annual flow could

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be pumped from these sands.

In this connection it might be stated that the irrigation district has the purphaseof the lands where wells are located with water rights under consideration and would need protection.

My price for the ranch is thirty-five thousand dollars.

Very sincerely yours,

J. Frank Cullen

San Diego, Cal. April 26, 1917.

Col. Ed Fletcher,

San Diego, Cal.

Dear Friend Fletcher:

For the sum of $4500 I can deliver the rights from the Wiegan property to the dam site owned by the following people:

| | | |
|---|---|---|
| Denk, | Koehlert,Otto | Enseldorfer |
| Thompson | Koehlert, Chas. | Turner |
| Taiten | Gantner | Wellenstein |
| Baumann | Mudsick | Taush |
| Faulk | Lauresket | Liokert |
| Morrel | Wierro | Kane |
| Baumann | | |
| Baumann | | |

This will leave three ownerships yet to be treated with. Mr. Engel is a small owner of land but we have not been able to locate his residence. Mr. Jones and Mr. Chalvet had given options of purchase which expire at an early date. I will endeavor to secure these rights for you at as reasonable a price as possible and will make no charge for my services.

Yours very truly, J. Stanton Mullen

San Diego, Cal. April 26, 1917.

Col. Ed Fletcher,

San Diego, Cal.

Dear Friend Fletcher:

I just dictated a letter, as per your request, concerning the water rights necessary to be acquired for the building of the dam. I have gone over the matter very carefully and there is no possible way that I can figure to deliver these to you under $4500. These rights will give you complete control of the situation and will only leave three other ownerships to treat with above the marsh lands.

In conversation with Mr. Jones I learned that an option was given to Mr. Collier for the purchase of his land. He made me a price for the purchase of the same of $1700 cash net to him. The price of his option was $2000 and he was to receive one half of any amount that Mr. Collier might sell the land for above the $2000. I did not mention the water right question to him at that time, as the land was under option of sale.

Saw Mr. Chalvet and he also told me that his land was under option of sale to the same party and as soon as the option expired he would be in a position to decide on the water right, but that he would do nothing about it until the option had expired.

The other ownership by Mr. Engel, as I have stated, we have not been able to locate this owner as yet.

It would seem to me that you have plenty of time to secure these three rights between now and the time you planned to turn over the water proposition.

With best wishes,

Very truly yours, J. Frank Cullen

# San Dieguito Mutual Water Company

ED. FLETCHER, President
E. O. FAULKNER, Sec-Treas.
W. S. POST, Chief Engineer

Fletcher Building
San Diego, Calif.,

May 1, 1917

Union Title Company,
San Diego, California.

Gentlemen:

Enclosed herewith please find check for $35,000.00 which you may deliver to Mr. J. Frank Cullen whenever you can secure for us a certificate of title showing that certain piece or parcel of land, a description of which is herewith enclosed, vests in the name of the San Dieguito Mutual Water Company free and clear of all encumbrances excepting rights of ways for roads and the 1917 taxes not payable until November.

These instructions are subject, however, to the right of this Company to withdraw said check for $35,000. if this escrow is not closed within thirty days hereof, and it is understood that one-half of the escrow fees, together with all other charges for your certificate of title, recording of deed, etc., shall be paid by the said J. Frank Cullen - our indebtedness td you in this matter being $2.50 for our one-half of the escrow charges.

Respectfully,

SAN DIEGUITO MUTUAL WATER COMPANY

Per_____

RLM:B

D E S C R I P T I O N.

All that portion of the Colony Olivenhain, in the County of San Diego, State of California, according to Map thereof No. 326, filed in the office of the County Recorder of said San Diego County July 8, 1885, described as follows:

Commencing at the point of intersection of the center line of Seventh Street with the center line of "F" Street; thence Westerly along the center line of Seventh Street to its intersection with a point in the center line of "E" Street; thence Southerly along the center line of "E" Street to its intersection with the center line of Sixth Street; thence Easterly along the center line of Sixth Street to its intersection with the center line of "F" Street; thence Northerly along the center line of "F" Street to point of commencement.

Also, all that portion of the Rancho Las Encinitas, in the County of San Diego, State of California, according to the Map of the Subdivision of said Rancho, numbered 848, filed in the office of the County Recorder of said San Diego County, June 27, 1898, described as follows:

Commencing at the Northeast corner of Lot or Tract Twenty-five (25) in the Subdivision of said Rancho Las Encinitas, according to said Map No. 848; thence Westerly along the Northerly line of said Lot or Tract Twenty-five (25) to its intersection with the center line of "O" Street, in the Colony Olivenhain, according to Map thereof No. 326, filed in said County Recorder's office July 8, 1885, (the said "O" Street being the street bounding Block Ninety-one (91) of said Colony Olivenhain on the East); thence Southerly along the center line of said "O" Street to its intersection with the center line of Thirteenth Street in said Colony Olivenhain; thence Westerly along the center line of said Thirteenth Street to its intersection with the center line of "M" Street; thence Southerly along the center line of said "M" Street to its intersection with the center line of Twelfth Street; thence Westerly along the center line of Twelfth Street to its intersection with the center line of "J" Street; thence Southerly along the center line of "J" Street to its intersection with the center line of Eleventh Street; thence Easterly along the center line of Eleventh Street to its intersection with the center line of "K" Street; thence Southerly along the center line of "K" Street to its intersection with the center line of Tenth Street; thence Westerly along the center line of Tenth Street to its intersection with the center line of "J" Street; thence Southerly along the center line of "J" Street to its intersection with the center line of Ninth Street; thence Westerly along the center line of Ninth Street to its intersection with the center line of "E" Street; thence Southerly along the center line of "E" Street to its intersection with the center line of Eighth Street; thence Easterly along the center line of Eighth Street to its intersection with the center line of "F" Street; thence Southerly along the center line of "F" Street to its intersection with the center line of Seventh Street; thence Easterly along the center line of Seventh Street to intersection with the center line of "G" Street; thence

Southerly along the center line of "G" Street to intersection with the most Northwesterly corner of the Tract of land secondly described in deed from Charles Gantner and Carl Wellenstein to Emmit W. Engle, dated March 6, 1915, and recorded September 23, 1915, in Book 684, page 399, of Deeds, Records of San Diego County, California; thence in a general Easterly direction following the Northerly boundary lines of said land secondly described in the aforesaid deed to Engle, and being otherwise described as Parcel 2 therein, to the Northeasterly corner of said Parcel 2, described in said deed to Engle; thence in a general Southerly direction along the Easterly line of said land described as Parcel 2 in said deed to Engle, to the Southeasterly corner of said Parcel 2; thence Westerly along the Southerly line of said Parcel 2 to the point of intersection of the center line of Sixth Street in Olivenhain with the center line of "H" Street; thence Southerly along the center line of "H" Street to its intersection with the Easterly extension of the Northerly line of Block Twenty-four (24) in said Colony Olivenhain; thence Easterly along the Easterly extension of said Northerly line of said Block Twenty-four (24) to its intersection with the Easterly boundary line of said Rancho Las Encinitas, said point of intersection being also in the Easterly line of Lot or Tract Twenty-six (26) of the subdivision of the said Rancho Las Encinitas; thence in a Northeasterly direction along the Easterly line of said Lot or Tract Twenty-six (26) to the intersection with the Easterly prolongation of the center line of Sixth Street in the Colony Olivenhain, if said center line of Sixth Street were extended Easterly, said point being also the



Southeasterly corner of the tract of land described as Parcel 1 in the deed from Charles Gantner and Carl Wellenstein to Emmit W. Engle, hereinbefore mentioned; thence Westerly following the Southerly line of the land described as Parcel 1 in the aforesaid deed to Engle to the Southwesterly corner of said tract of land described as Parcel 1 in the aforesaid deed; thence in a general Northerly direction following the Westerly boundary of said land described as Parcel 1 in said deed to Engle to the Northwesterly corner of said Parcel 1; thence Easterly along the Northerly line of said Parcel 1, as described in said deed to Engle, to the Northeasterly corner of said Parcel 1, being on the Easterly boundary line of said Rancho Las Encinitas; thence in a Northeasterly direction along the Easterly line of Lots or Tracts Twenty-six (26) and Twenty-five (25), being along the Easterly line of the Rancho Las Encinitas to its intersection with the angle point in said lot or Tract Twenty-five (25); thence continuing Northerly along said Easterly line of said Lot or Tract Twenty-five (25) to the point of commencement.

EXCEPTING therefrom that portion thereof described as follows:

Commencing at the intersection of the center line of Eleventh Street with the center line of "M" Street in said Colony Olivenhain, according to said Map thereof No. 326; thence Westerly along the center line of Eleventh Street to its intersection with the center line of "L" Street; thence Southerly along the center line of "L" Street to its intersection with the center line of Ninth Street; thence Easterly along the center line of Ninth Street

to its intersection with the center line of "M" Street; thence Northerly along the center line of "M" Street to the point of commencement.

All said above mentioned streets being according to the Map of the Colony Olivenhain No. 326, filed in the office of the County Recorder of said San Diego County, July 8, 1885.

RESERVING AND EXCEPTING the land formerly included in the North forty feet of Eighth Street from "F" Street in Olivenhain to the West line of Lot or Tract Twenty-six (26) of the Subdivision of the Rancho Las Encinitas, made by Copeland, for a public road, together with the right to deed said strip of land to the County of San Diego for public highway purposes.

RECORDED FROM BEST AVAILABLE COPY

# San Dieguito Mutual Water Company

ED. FLETCHER, President
E. O. FAULKNER, Sec-Treas.
W. S. POST, Chief Engineer

Fletcher Building
San Diego, Calif.,

San Diego, July 6, 1917.

Union Title Company,
San Diego, Cal.

Gentlemen:

Upon condition that you are now in position to write and issue your unlimited certificate of title mentioned in Paragraph 1 of Escrow Instructions to you by the undersigned, dated May 9, 1917, concerning property of J. Frank Cullen, having an area of approximately 225 acres; and also your certificate mentioned in Paragraph 2 of said escrow instructions, except lands of John Baumann, William Weirro, and Lot 85 of Olivenhain Colony, you are hereby authorized to pay said J. Frank Cullen out of the money in your hands, the sum of $30,000.00 when he shall have given you a writing agreeing in consideration of the payment of said sum now to obtain consents such as those mentioned in Paragraph 2 of said instructions from the owners of said lands above mentioned as soon as he possibly can by exercise of all reasonable diligence.

The balance of $9,500 you are to hold until said agreement last mentioned is complete, and you can certify accordingly.

Please issue your certificate mentioned in Paragraph 1 of escrow instructions of May 9th, 1917, as soon as you can. Except as modified hereby, said last mentioned instructions stand as filed.

SAN DIEGUITO MUTUAL WATER COMPANY,

By_____

Its President.

# San Dieguito Mutual Water Company


ED. FLETCHER, President
E. O. FAULKNER, Sec-Treas.
W. S. POST, Chief Engineer

~~Fletcher Building~~
~~San Diego, Calif.~~,
354 Kerckhoff Bldg.


Los Angeles, August 28, 1917.

SPL 2-26-19.

-- Cullen Options--

Registered Mail

Col.Ed. Fletcher,
San Diego, Calif.

Dear Sir;-

At the Board meeting last evening, you were authorized to close up the two options, enclosed herewith, namely, one from J. Frank Cullen, to the NE¼ of Section 2-13-3, for $4800.00, $50.00 of which was paid at the time the option was taken, and made to apply on the same; the second from J. W. Connors and wife, on the SE¼ of Section 2-13-2, for $2230.00, $20.00 of which was paid at the time, and is to apply on the price.

Will you please give the matter the necessary attention, and have vouchers prepared for the amount in each case, when title and certifcate is obtained, charging the same against our San Elijo account.

You will remember I was to call your attention to the fact that while these two quarter sections lie along side one another, and are probably of equal value, yet Mr. Cullen asks over twice as much for his quarter as Mr. Connors does for his, and you undertook to see Mr. Cullen about this, or to watch the papers in the Estate, and see what sum he reported to the Court. Please acknowledge receipt.

Yours truly,

E O Faulkner

Encl

# Agreement
## For Sale of Real Estate

J. FRANK CULLEN

WITH

SAN DIEGUITO MUTUAL WATER COMPANY

Dated July 11, 1917.

| DATE | PRINCIPAL | INTEREST | BALANCE |
|---|---|---|---|
| | | | |

PRINTED AND FOR SALE AT
SCOFIELD'S PRINT SHOP, FOURTH AND F STREETS
Rooms 7 and 8 Ingle Building
San Diego, Cal.

**This Agreement,** *Made the* Seventh *day of* July,
*one thousand nine hundred and* Seventeen,
**Between** J. FRANK CULLEN,
*the part* y *of the first part,*
*and* SAN DIEGUITO MUTUAL WATER COMPANY,
a COrporation,
*the part* y *of the second part;*

**Witnesseth:** *That the part* y *of the first part, in consideration of the covenants and agreements on the part of the part* y *of the second part, hereinafter contained, agree* s *to sell and convey unto the part* y *of the second part, and said second party* y *agree* s *to buy all that certain lot, piece or parcel of land situate in the, County of* San Diego, *State of* California, *bounded and described as follows, to-wit:*

Northeast Quarter of Section Two, Township Thirteen, South of Range Three West, S. B. M. containing 160 acres, more or less.

*for the sum of* Forty-eight Hundred ($4800) *DOLLARS,*
goldmcoin *of the United States, and part* y *of the second part, in consideration of the premises, agree* s *to pay to the part* y *of the first part the sum of*
Forty-eight Hundred D$4800) *Dollars,*
gold coin *as follows, to-wit:*

Fifty Dollars in cash, the receipt whereof is hereby acknowledged.

Forty-seven hundred Fifty Dollars on or before the tenth day of [redacted], A. D. Nineteen Hundred Seventeen.

(The date above signed and initialed by J F C)

*And the part of the part agree to pay all State, and County taxes and assessments of whatsoever nature which are or may become due on the premises above described.*

*Time is hereby declared to be the essence of this contract, and should purchaser fail or neglect to make said deferred payments, or any of them, at the times and in the manner herein provided, then and in that event this receipt and contract shall at once become null and void, and the said part y of the first part shall be at once released from any and all obligations to make any conveyance hereunder, or to convey the property herein described to said purchaser. It being agreed that it is impossible to fix and determine the actual damages arising out of the failure of said purchaser to make said deferred payments, it is hereby agreed that all moneys paid upon the purchase price of said property shall be by the said part y of the first part retained and held as and for liquidated damages arising and caused by the failure of said purchaser to comply with the terms hereof.*

*And the part y of the first part, on receiving such payments, at the times and in the manner above mentioned, agree* s *to execute and deliver to the part y of the second part, or to* its successors and assigns, *a good and sufficient Deed* to said described real property together with an Unlimited Certificate of Title thereof showing title free and clear of all incumbrances in the grantor or grantors.

State of California
COUNTY OF Los Angeles } ss

On this 12th day of July A.D., 1947, before me, C. N. Stedman, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared

J. Frank Cullen

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

**In Witness Whereof,** I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

C. N. Stedman
Notary Public in and for said County and State.

*ACKNOWLEDGMENT—General—Wolcott's Notary Blank 931

*Time is hereby declared to be the essence of this contract, and should purchaser fail or neglect to make said deferred payments, or any of them, at the times and in the manner herein provided, then and in that event this receipt and contract shall at once become null and void, and the said part* y *of the first part shall be at once released from any and all obligations to make any conveyance hereunder, or to convey the property herein described to said purchaser*. *It being agreed that it is impossible to fix and determine the actual damages arising out of the failure of said purchaser* to make said deferred payments, it is hereby agreed that all moneys paid upon the purchase price of said property shall be by the said part y of the first part retained and held as and for liquidated damages arising and caused by the failure of said purchaser to comply with the terms hereof.

*And the part* y *of the first part, on receiving such payments, at the times and in the manner above mentioned, agree* s *to execute and deliver to the part* y *of the second part, or to* its successors and assigns, *a good and sufficient Deed* to said described real property together with an Unlimited Certificate of Title thereof showing title free and clear of all incumbrances in the grantor or grantors.

*And it is understood that the stipulations aforesaid are to apply and bind the heirs, executors administrators and assigns of the respective parties*

*In witness* their *hand* s *and seal* s *this* eleventh *day of* July, *19*17.

*Signed and executed in presence of*

J. Frank McCullen {SEAL}

{SEAL}

{SEAL}

State of California,
COUNTY OF

San Diego, California, July 11, 1917.

THIS AGREEMENT WITNESSETH: THAT I, J. W. CONNORS, Jr., being the owner of the SOUtheast Quarter of Section Two, Township Thirteen, South of Range Three West, S. B. M., consisting of 160 acres, more or less,

NOW, THEREFORE, for and in consideration of the sum of Twenty two hundred & fifty Dollars, said sum to be paid in the following manner:

Twenty Dollars, cash, the reciept whereof is hereby acknowledged.

Twenty two hundred & thirty Dollars, the balance of said purchase price, on or before sixty days from date hereof, without interest.

On the receipt of said sum I agree to give a good and sufficient deed conveying to San Dieguito Mutual Water Co a Corporation said purchaser a clear title to said above described real property. In the event the balance of said purchase price is not paid as herewith agreed I am to be released from all further obligations to convey title, and this agreement of sale shall be declared null and void.

WITNESS my hand:

J W Connors Jr.

Helen C Connors

San Diego, California
May 11, 1921.

Colonel Ed Fletcher,
920 Eighth Street,
San Diego, California.

Dear Sir:

In the matter of riparian rights on lands adjacent to the Escondido Creek as said creek passes through the Olivenheim Colony. In securing the right to build a dam, for the San Dieguito Mutual Water Company, on said creek from Louis and Bruno Denk to certain lands owned by them bordering upon said creek, I did not secure the right as to lot no. 13 and tract between blocks 2 and 3, Olivenheim Colony as Mr. Denk claimed these two blocks did not have riparian rights same being hillside property. Also as to parcel one of the Gantner protest this being very steep hillside property would not, in my opinion, be riparian to the river.

Referring to parcel two of the Gantner protest, as this property was owned by Mr. Engle, I was not able to locate him at the time of securing the riparian rights for your company. The same applies to the Bernhard property.

Yours very truly,

J Frank Cullen

JFC:ME

County of San Diego, } S. S.

On this eleventh day of July, A. D. 1917, before me, R. S. Button, a Notary Public in and for the said County in the said State, personally appeared J. W. Connors Jr. and Helen C. Connors, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and Notarial Seal:

R S Button

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

February
Eighth
1 9 2 2

Mr. J. Frank Cullen,
2042 F Street,
San Diego, Calif.

My dear Cullen:

Enclosed find letter which is explanatory. The First National Bank means business, and will you please take care of the interest. I will endorse a new note. If they insist upon payment of the note then I will assume full responsibility of the note and want you to quit-claim any interest in the property.

Yours truly,

EF:KLM

Los Angeles Cal
July 12/17

Received Seventy dollars on account of two options on Real Estate, my own and J O Connors

$70.00

J Frank Cullen

# Ed Fletcher Papers

# 1870-1955

# MSS.81

# Box: 6 Folder: 6

## General Correspondence - Cullen, J. Frank

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