

July 26th, 1920

Mr. Allen F. Hawley,
RFD 1,
El Cajon, California.

My dear Mr. Hawley:

Answering yours of July 24th, will say I am paying \$200. on your note today. I have had, as you know, a bad accident, and my doctors' and hospital bills alone are between \$2000 and \$5000. If I get out of it altogether for \$5000 I will be lucky. I hope, however, to throw away my crutches in the next thirty days.

By the way, would you not buy my stock in the El Cajon Raisin Co? I will sell it to you today for par, and might take 75¢ on the dollar if I had to providing I don't get some money in within the next two or three weeks, that I am planning on.

I hope you will write and tell me that the payment of \$200 is satisfactory under the circumstances and that you will let the rest of it go for six months anyway.

Yours very truly,

AF/bm

El Cajon, Cal,
July 27th 1920

Mr Ed F. Fletcher
San Diego, Cal.

Dear Ed:

Yours of the 26th at hand and I am sorry to hear you are still on crutches - I hope that when you are able to get around again you will suffer no permanent injury from your accident

As regards the balance on the note I will try and get by for a time if it accommodates you -

Regarding the El Cajon Raisin Co. stock - Let me sell you mine - I put in \$500 and would be glad to get 75¢ on the dollar for it.

Yours Truly
Allen F. Hawley.

July
28th
1920

Mr. Allen F. Hawley,
El Cajon, Calif.

My dear Mr. Hawley:

Answering yours of the 27th, will say that I will sell you my stock in the El Cajon Raisin Company for 75 cents on the dollar, or I will give you \$500 for your \$500 worth of stock, payable \$50.00 a month without interest.

I want to get rid of mine, and try and get my offer accepted.

Yours very truly,

BF:KLM

August
Fourth
Nineteen
Twenty

*Mrs. D. has original
signed copy*

Mr. Allen F. Hawley,
El Cajon, Calif.

My dear Mr. Hawley:

This is to serve as an agreement on my part to purchase, and on your part to sell, your \$500.00 worth of El Cajon Raisin Company stock, par value, for \$300.00.

Enclosed herewith find check for \$50.00 on account of purchase, and I will pay you \$50.00 a month until paid, when you may turn the stock over to me, without interest.

Hereafter, if you care to purchase any stock in the El Cajon Raisin Company, undoubtedly some arrangements can be made, if I am in a position at that time to purchase it.

Yours very truly,

BF:KLM

Mr. Fletcher:

The above proposition is satisfactory and accepted by me.

Dec. 1, 1920.

Mr. Allen T. Hawley,
El Cajon, Calif.

Dear Sir:

Enclosed find check for \$50.00 for payment due on
the El Cajon Raisin Co. stock.

ED/hls

Yours very truly,

March 13, 1922.

Mr. Allen Hawley,
2425 Third Street,
San Diego, Calif.

My dear Mr. Hawley:

For a year and a half the
City of El Cajon has maintained a nuisance there
in the matter of the unpaved highway within the
city limits of El Cajon on the road to Santee.
Matters have reached an ompasse, and the inclosed
clipping is explanatory. We must raise this money
by private subscription or the work will not be
completed for years.

Will you please drop me a line
and let me know what subscription you will make
for the good of the cause. Anything you may give
will be appreciated, and I hope it will be liberal.
A check should be made to Sherwood Wheaton. One
half of the subscription will be accepted now and
the other half in three or four months.

Thanking you for your cooperation
in this matter, I am

Yours very sincerely,

EF:AH

May 22, 1922.

Mr. Allen Hawley,
2425 Third Street,
San Diego, Calif.

My dear Mr. Hawley:

I had a conference with the city trustees of El Cajon last Wednesday night, and they have agreed at their next meeting in June to advertise for bids for the sale of bonds and also advertise for bids for the construction of the highway in the City of El Cajon, providing \$1500 is deposited in the Cuyamaca State Bank by the first of June as an evidence of good faith.

Will you please send a check to the Cuyamaca State Bank immediately for one half of your subscription on the understanding that the money will be refunded to you if the highway is not built. My understanding is that your subscription is \$100. Your check to the Cuyamaca State Bank at the present time should be \$50.

Kindly let me hear from you by return mail.

Yours very truly,

EF:AH

April 26, 1927.

Mr. Allen T. Hawley,
San Diego, Calif.

My dear Allen:

The letter I wrote a short time ago in no sense was supposed to be a definite agreement, or the plan even outlined in detail.

What I told you, and what must be done, is a contract that is fair to both parties. The plan was to agree on a minimum price at which the Hawley property was to be sold, that Mrs. Hawley should keep title to the property or it could be transferred to a trust company with full instructions as to the minimum price at which the property is to be sold;

That Mrs. Hawley is to be under no expense for any construction or improvements as far as putting up any money in relation thereto;

That, of course, there is to be a time limit in the sale of the property, or its outright purchase by me in lieu thereof, and that the minimum price to Mrs. Hawley is \$300.00 an acre, plus 6 percent interest and any taxes and assessments; that I am to have one-half of the profits above that and Mrs. Hawley the other one-half, that no profits are to be paid me until the property is paid for in full, with interest and any other indebtedness;

That I have the right to increase the price of the properties at any time to insure sale, below the minimum price which will be agreed upon in advance before any papers are signed and put in escrow.

It is understood that outside of the main highway from Bostonia west, and the pipe lines for water the land will be under no other assessment for any other improvements in which I am interested. It is understood,

that I will be entitled to put in one or two wells on lands that I may own and be allowed to pump from those wells, but at no time is your land to suffer for water on account of the installation of those wells and in the selling of your property I desire the water rights reserved to me, excepting that all of the lands which you own must first be furnished with an adequate supply of water and water shall be made available for your lands thru which the pipe lines are installed from my wells that I may put down.

It is understood that any expense that I may go to, which is legitimate in connection with the property, or any improvements that I might make with your written approval in advance, will be refunded to me before there is any question of profits considered. In other words, it is not my intention at any time to do anything that does not meet with your approval. It is really all the same as buying the property, but I do not want to take on the obligation at this time, but my understanding is that any time within a year I have the right to exercise that option at \$500.00 an acre, plus 6 percent interest, if I am in a position to purchase same.

The Alma Acres land, so-called, is an entirely separate matter and deeds will be exchanged on conditions mutually satisfactory.

Yours very truly,

EF:KLM

THIS AGREEMENT, made and entered into this 1st day of May, 1927, by and between ANNIE L. HAWLEY and ALLEN T. HAWLEY, wife and husband, first parties, and ED FLETCHER, second party, WITNESSETH:

That first parties agree to sell the property described in Exhibit "A" which is hereunto annexed and made a part hereof, according to the terms and conditions herein set forth, and second party agrees to subdivide and improve the same and endeavor to procure purchasers for the same as herein provided.

In consideration of first parties' covenants herein contained, second party agrees to pay all taxes and assessments levied against the property hereafter during the period of five years from the date hereof, except the first installment of the present county tax levy which first parties will pay, and will pay, during said five year period, semi-annually to first parties a sum equal to six per cent. interest on the value of the property calculated on the basis of Three Hundred Dollars (\$300.00) an acre for the unsold acreage ^{from the date hereof.} Upon the sale of any of the land, the purchase price received by first parties shall be deducted from such land value and said six per cent. (6%) charge payable by second party shall to that extent cease.

First parties are to retain possession of the property until they have harvested the present crop growing thereon, but thereafter second party shall have the possession of said property, and will thereafter keep said property in good condition and repair and will permit no waste thereof, and should said property, or any part thereof, require any inspection, repair, cultivation, irrigation or protection, other than that provided by second party, then first parties may enter or cause entry to be made upon said property, and inspect, repair, cultivate, irrigate, or protect said property as they may deem necessary. It is distinctly understood that second party shall at no time, without first parties' written

consent, remove or destroy any trade fixtures which he may place on the premises hereinabove described. After second party becomes entitled to the possession of said property, he will procure and pay for fire insurance on the improvements on said premises in the amount of at least sixty per cent. (60%) of their cost or value, and he will maintain said insurance for the benefit of first parties herein during the existence of this contract, and with proper clauses thereon protecting said first parties.

It is understood that first parties will allow the present contemplated main highway from Bostonia west and ^{the line} pipe lines for water distribution, ^{as now surveyed} to be completed under an assessment or public improvement district basis, but that no other lien or liens or assessments or improvement district shall be allowed to affect said property but all other improvement of the property shall be done at the expense of, and fully paid for by, second party.

Second party may at any time while this contract is in force, and during any time within five years from the date hereof, unless said contract is sooner terminated, procure a purchaser of any portion of the property, and first parties will deed the same to the purchaser on receipt of \$400.00 an acre for land in Parcel A, and \$300.00 an acre for all other land, providing, in figuring such acreage, the area of half of any streets adjacent thereto shall be included in the acreage of the lot or lots sold in any subdivision that may be made of the property, and with the further proviso that should the upper house and barn be included in such a sale, \$2,000.00 shall be added to the sale price, and \$1000.00 shall be added to the sale price, if the lower house is included therein. Such price is exclusive of the 6 per cent. to be paid by second party as above provided.

Any excess over said sums paid for the land may be retained by second party, who shall, however, keep accurate

account of all matters pertaining to such property and will pay over to first parties at the termination of this contract, one-half of all profits from the sale or operation of such property, after repaying himself for all his money outlay relating to said property. Upon such a final reckoning of profits, if second party has sold the entire acreage, first parties shall credit to second party all sums they have received on the sale of lots or acreage in excess of \$300.00 an acre for the land so sold.

First parties have already procured a certificate of title which shows them to be the owners, free and clear of all clouds, of the property described in Exhibit "A", and they agree that they will keep the aforesaid property free and clear from all encumbrances except those made or suffered by second party. First parties shall not be called upon to pay for the individual certificates of title issued on sales of the property made thru second party, but such certificates shall be paid for by second party.

It is understood that the well which is situated in Parcel "A" and has been used for the irrigation of the vineyard shall not be sold but the same shall be retained for the benefit of the land which it is now serving, and it is also understood that in any deed conveying property in the neighborhood of said well there shall be a reservation to the effect that no well shall be dug or drilled within a distance of one thousand (1,000) feet from such well. First parties hereby agree to allow second party to put in one or more wells on lands which he may own ^{and} that they will waive any injury which may occur to their land by reason of his pumping water from such well with the proviso, however, that the lands described in Exhibit "A" shall first be furnished with an adequate supply

of water, and water shall be made available for such lands from such wells that second party may put down upon his property.

Second party desires (and first parties concede to such desire), that in selling out the property described in Exhibit "A", the water rights thereon shall be reserved to first parties for second party's benefit, such water rights to be transferred to second party by first parties upon the sale of all lands covered by this agreement. Before making any improvements or before making any subdivision of the property, it is, of course, understood that the first parties will be consulted and their consent thereto will be obtained in writing.

The first parties hereby grant to second party the option to purchase at any time on or before one (1) year from the date hereof, the entire acreage covered by this agreement upon payment to them of Three Hundred Dollars (\$300.00) an acre for the entire acreage, plus the six per cent. (6%) carrying charge above referred to, and upon the payment of such sum of \$300.00 an acre for the entire acreage and such carrying charge ~~at~~ any time which may have elapsed prior to the exercise of said option, first parties will deed to second party the aforesaid land and will deliver to second party their certificate of title covering the aforesaid land.

It is distinctly understood that if the second party shall default in any of the covenants herein contained, and such default shall continue for a period of ten (10) days after the time said performance is due and specified herein, then at the option of the first parties, ^{rights of the} the party of the second part herein may be terminated and forfeited and in such event the first parties shall be again entitled to the possession of said premises and second party shall have no right therein or hereunder.

Time is hereby declared to be of the essence of this

contract in all particulars and it is hereby agreed that the terms, conditions and provisions hereof shall bind the parties hereto, their heirs, legal representatives and assigns.

First Parties.

Second Party.

All those portions of Tracts Six (6) and Seven (7) of that part of the Rancho El Cajon, in the County of San Diego, State of California, set off to the heirs of James Hill, deceased, according to partition map of land of said Hill Estate on file in the office of the Clerk of said County, and of Block Four (4) of the Subdivision of H. B. Lockwood's portion of the "R" Tract, according to map thereof No. 328, filed in the office of the County Recorder of said San Diego County June 2, 1886, described as follows:

Parcel "A".

Commencing at the Southwest corner of Tract "M" of Rancho El Cajon, according to partition map thereof on file in the office of the Clerk of said San Diego County; thence North on East line of Lot Seven (7) of Hill Estate 2357.52 feet to intersection with most Southerly line of Lot Six (6) of said Hill Estate; thence West on Southerly line of said Lot Six (6), 1843.33 feet; thence at right angles South 2357.52 feet to North line of land granted to Joseph F. Miller by deed recorded in Book 321, page 175 of Deeds; thence East along North line of said Miller's land, 1843.33 feet to point of commencement; EXCEPTING therefrom the North 1028.5 feet of the East 425.5 feet thereof as granted to the Pacific-Southwest Savings Bank of Long Beach, by deed recorded in Book 1237, page 395 of Deeds.

Parcel "B".

Commencing at the Quarter Section corner common to Sections Thirty-three (33) and Thirty-four (34), Township Fifteen (15) South, Range One (1) West, San Bernardino Meridian; thence North on Section line 304.5 feet, more or less, to the South line of Central Avenue, as said Avenue is shown on H. B. Lockwood's Subdivision of portion of "R" Tract, according to map thereof No. 328, filed in the office of the County Recorder of said San Diego County, June 2, 1886; thence East along the South line of said Avenue 1200.5 feet, more or less, to the Northwest corner of Lot Three (3) in Block Four (4) of said Lockwood's Subdivision; thence South along the West line of Lots Three (3) and Five (5) in said Block Four (4) and the extension of said line, 2959 feet, more or less, to the South line of said Section Thirty-four (34); thence West along said Section line 1200.5 feet, more or less, to the Southwest corner of said Section Thirty-four (34); thence North on said Section line to the point of commencement.

EXCEPTING THEREFROM that portion thereof described as follows:

Commencing at the intersection of the South line of Central Avenue, as said Avenue is shown on H. B. Lockwood's Subdivision of a portion of "R" Tract,

according to map thereof No. 328, filed in the office of the County Recorder of said San Diego County, June 2, 1886, with the Section line between Sections Thirty-three (33) and Thirty-four (34), Township Fifteen (15) South, Range One (1) West, San Bernardino Meridian, in the County of San Diego, State of California, said point being also the Northwest corner of lot Four (4) in Block Four (4) of said W. B. Lockwood's Subdivision; thence East along the South line of said Central Avenue 1200.5 feet, more or less, to the Northeast corner of said lot Four (4); said point being also the Northwest corner of lot Three (3) in said Block Four (4); thence South along the dividing line between said lots Three (3) and Four (4) and the southerly extension thereof, 1451.9 feet; thence West 1203 feet, more or less, to the West line of Section Thirty-four (34), Township Fifteen (15) South, Range One (1) West, San Bernardino Meridian; thence North along said Section line and along the West line of said lot Four (4), 1451.9 feet to the point of commencement.

Parcel "C".

Commencing at the Section corner common to Sections Thirty-three (33) and Thirty-four (34), Township Fifteen (15) South, and Sections Three (3) and Four (4), Township Sixteen (16) South, Range One (1) West, San Bernardino Meridian; thence East on line between said Sections Three (3) and Thirty-four (34), 1203.5 feet, more or less, to the East line of lot Seven (7) of Partition of Hill Estate; thence South on said East line 100 feet; thence West on a line parallel with the North line of said Section Three (3), 1203.5 feet, more or less, to the line between said Sections Three (3) and Four (4); thence North on said Section line to the point of commencement.

Parcel "D".

Commencing at a point on the West line of Section Three (3), Township Sixteen (16) South, Range One (1) West, San Bernardino Meridian, which is 100 feet South of the Northwest corner of said Section; thence East on a line parallel with the North line of said Section to the West line of lot Six (6) according to Partition map of Hill Estate; thence South on West line of said lot Six (6) to Southwest corner of said lot Six (6); thence East on South line of said lot to a point which is 1203.5 feet East of the West line of said Section Three (3); thence South 2357.52 feet, more or less, to a point on the northerly line of the land conveyed to Joseph Miller by deed recorded in Book 321, Page 175 of Deeds, which is 1203.5 feet East of said West line of said Section Three (3); thence West along the North line of said Miller's land to the West line of said Section Three (3); thence North along said Section line, 3200 feet, more or less, to the point of commencement.

Parcel "E".

Commencing at a point which is 51.16 chains West and 14.26 chains South of the South-east corner of

Section Thirty-four (34), Township Fifteen (15) South, Range One (1) West, San Bernardino Meridian; thence West 10.48 chains; thence North 7.14 chains; thence East 10.48 chains; thence South 7.14 chains to the point of commencement.

Parcel "F".

The West Half of lot Ten (10) in Block Four (4) of the Subdivision of W. B. Lockwood's portion of the "R" Tract, according to map thereof No. 328, filed in the office of the County Recorder of said San Diego County, June 2, 1886.

EXCEPTING, however, from all of the above described lands, the following portions thereof, to-wit:

(1) The West Half of a strip of land sixty-six (66) feet wide conveyed to the County of San Diego, by deed recorded in Book 53, page 182 of Deeds.

(2) A strip of land fifty (50) feet wide, conveyed to the San Diego, Guyanaca and Eastern Railway Company (now San Diego & Arizona Railway Company) by deed recorded in Book 232, Page 218 of Deeds, and by deed recorded in Book 688, page 94 of Deeds.

A G R E E M E N T

AGREEMENT dated this 16th day of May, 1927 between ALLEN T. HAWLEY and wife and ED FLETCHER wherein said Fletcher agrees to within thirty (30) days from date to deed the property in Alma Acres, San Diego County, California, marked "X" in black on the attached map, approximately 28.43 acres, on the basis of Five Hundred Dollars (\$500) per acre, reserving the ten-horsepower gasoline engine; in exchange said Hawleys agree to deed to said Fletcher Parcel "F", Parcel "E", approximately fifteen (15) acres and sufficient acreage in Parcel "D" commencing from the southerly end of the Hawley tract, El Cajon, Calif, as per map herewith attached marked in blue circle "A", to equalize the exchange, on basis of \$300.00 per acre.

The following is in additional exchange: Said Hawleys are to acquire the three tracts of Alma Acres, approximately eighteen (18) acres, marked circle "B" and in exchange, acre for acre, said Fletcher is to get that portion of Parcel "A" of the Hawley Tract marked circle "B", the acreage to be the width of Parcel "E" and extending southerly the same width as Parcel "E" until the same acreage equalizes the other.

Said Hawley is to agree to a reservation covering twenty (20) feet along the westerly and northerly border of Alma Acres and said Fletcher is to agree to a reservation of twenty (20) feet where necessary for road purposes thru any property that he acquires.

It is understood and agreed that said Hawley is to have access to his other property until such time as it is subdivided and platted and roads dedicated.

It is further understood and agreed that at the option of said Fletcher any acreage not exceeding ten (10) acres can be purchased by said Fletcher at any time for the development

of water within eighteen (18) months from date hereof in the westerly portion of Parcel "A" not heretofore sold, at Four Hundred Dollars (\$400) an acre on terms mutually satisfactory, in order to secure sufficient water supply as planned by Fletcher's development, but it is understood that in no case is Fletcher to come nearer than 800 feet to the present well in Parcel "A" adjoining Broadway. The idea is to protect the water supply of the lands still held by Hawley until sold and said Hawley makes no objection to any water development by said Fletcher that does not interfere with furnishing a full supply of water to lands that said Hawley retains.

It is agreed that said Fletcher has the option of purchasing sufficient land in Parcel "A" at Three Hundred Dollars (\$300) per acre in order to connect up his property being purchased in Parcels "D" and "A", terms to be mutually agreed upon.

Each party is to furnish a certificate of title showing the property is free and clear of encumbrances, excepting any rights of way granted for power lines or easements for road purposes.

It is understood that in determining acreage said Fletcher is not to pay for acreage of the San Diego & Arizona Railroad right-of-way.

WITNESS our hands as of the day and year first above written.

It is also mutually understood and agreed that said Hawley has the option of securing water for any unsold lands at the same rate terms and conditions furnished others from the proposed pipe line installation known as the "high pressure" line when same is in operation.

Ed Fletcher

Annie L. Hawley

Allen T. Hawley

Ed Fletcher Papers

1870-1955

MSS.81

Box: 10 Folder: 15

General Correspondence - Hawley, Allen T.



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