

March 28-1934

March Twenty-ninth  
1 9 3 5

Colonel Ed Fletcher  
San Diego, California

Dear Col. Fletcher:

In consideration of \$1 and other considerations, the receipt of which is hereby acknowledged, we give you or your assigns an option for one year from date to purchase certain water rights and rights to flood as it affects the ~~approx 410~~ acres which we own in Section 31, 35 and 36, Township 12 R. West S.B.M. all as per legal description of agreement made with the City of San Diego for the purchase of same, the consideration to us to be \$5000<sup>00</sup>. ~~10000~~

We agree as follows:

1. To transfer all riparian and all water rights.
2. To grant floodage rights below the 395 foot contour above sea level without responsibility or liability for any damage occasioned thereby and without further consideration.
3. Give to you the right to divert the San Pasqual river water from the water shed by means of dams, pumping or otherwise.
4. An agreement to execute agreements or deeds of conveyance of some kind to the above containing words of conveyance approved by the City of San Diego. The final contract to be approved by the City attorney of the City of San Diego.
5. We reserve the right, when the water is available, to divert by gravity or pumping, water for use upon the lands included in this option, not to exceed normal use for domestic and irrigation purposes.

We agree to put all papers in escrow when the money is placed in any bank in San Diego and will pay for the continuation of the certificate of title, which the City of San Diego now has in its possession, showing the property will be free and clear of encumbrance at the time the money is paid and the agreements go on record.

Time is of the essence.

The above property is known  
as Dennis 80 ac. Otto 160 ac.  
Georgeson 90 acres, Barlick 80 ac.

Witness:

W. A. Kinsman

Ervin Georgeson

Lydia Georgeson

The above ~~deeds~~ <sup>option</sup> is hereby  
intended to June 1<sup>st</sup> 1935  
Ervin Georgeson Lydia Georgeson

Kerman Cal.  
Apr. 3. 1933

Mr E. Fletcher  
San Diego Cal.

Dear Sir

your letter  
received. Ervin Georgeson  
of San Pasqual Valley owns  
the largest share of the ranch  
as it was divided after the  
city gave up the options.  
What ever deal you can  
have him agree to is alright.  
He can deal with you  
for all of us so it will all  
go together as of the old contract  
yours truly.

Peter Georgeson  
Marvin Georgeson  
Orval Georgeson



April  
3-1934

April 3 1934

Colonel Ed Fletcher  
San Diego, California

Dear Col. Fletcher:

In consideration of \$1 and other considerations, the receipt of which is hereby acknowledged, we give you or your assigns an option for one year from date to purchase certain water rights and rights to flood as it affects the 360 acres, more or less, in the San Pasqual Valley, San Diego County, California which we own in Section 35 & 36, Township 12 Range 1 W S.B.M. The consideration to us to be \$22,000.00 cash.

We agree as follows:

1. To transfer all riparian and all water rights.
2. To grant floodage rights below the 395 foot contour above sea level without responsibility or liability for any damage occasioned thereby and without further consideration.
3. Give to you the right to divert San Pasqual river water from the water shed by means of dams, pumping or otherwise.
4. An agreement to execute agreements or deeds of conveyance of some kind to the above containing words of conveyance approved by the City of San Diego. The final contract to be approved by the city attorney of the City of San Diego.
5. We reserve the right, when the water is available, to divert by gravity or pumping, water for use upon the lands included in this option, not to exceed normal use for domestic and irrigation purposes.

We agree to put all papers in escrow when the money is placed in any bank in San Diego and will pay for the continuation of the certificate of title, which the City of San Diego now has in its possession, showing the property will be free and clear of encumbrance at the time the money is paid and the agreements go on record.

Time is of the essence.

WITNESS:

The above applies to  
our land in San Pasqual  
Valley not included in Ervin Georgeson  
agreement.

Peter Georgeson

Marvin Georgeson

Orval Georgeson

by Ervin Georgeson  
agent

as per letter  
April 3, 1934  
to Ed. Fletcher

February 13, 1939

Mr. Ervin Georgeson,  
Escondido, California.

My dear Mr. Georgeson:

We are moving heaven and earth here to bring about the re-financing of the San Dieguito and complete the purchase of same. The election is going to take place in two or three months.

If the bonds carry we will then be in line to take up again the question of acquiring the water rights between Sutherland and Hodges. My sons are out campaigning for the re-financing and we are working very hard for success.

If the bond issue goes thru I have every reason to believe that we can put over our deal that we have been working on for years. You know I have spent many hundreds of dollars re the San Pasqual situation and believe I have the San Pasqual riparian owners behind me in handling the settlement of the problems.

Do you prefer an outright sale, or do you prefer to go ahead on the basis of selling the water rights, keeping the land, and do you desire to have me take the matter up again and represent you. I would like your reaction as to whether you wish me to take the matter up again with you, and whether you prefer an outright sale to reserving the water rights, so that I can whip the thing in shape again.

Please do not give this letter any publicity. May I hear from you by return mail as I am going to Sacramento by the 1st of March.

With kind personal regards, I am

Yours sincerely,

EF M



SAN PASQUAL LAND OWNERS

Same letter as attached dated February 13, 1939  
to Ervin Georgeson, Escondido, sent to the  
following:

Wm. H. Dyer, Escondido

W.N. Bradbury, Escondido

Lillian P. Judson, Escondido

Lester D. Rockwood, Escondido

C.G. Marchus, Escondido

E.R. Harris, Box 12, Ruby Star R., Tucson, Ariz.

Nellie Johnson Skoog, 229 Tamarack Ave., Inglewood

Eugene Boyle, Dos Palos

E.H. Webb, Escondido

Roy J. and Louis C. Myers, 2906 - 33rd. St., S.D.

H.G. Fenton, 1245 National Ave., S.D.

Fred A. Dyar, Rt. 1, Box 232, Escondido

Mary B. Judson, 3679 Fairmount Ave., S.D.

Ruth LaPrade, 1622 S. Spaulding Ave., L.A.

Mrs. Mary J. Wood, 3619 - 4th. Ave., S.D.

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Tucson Arizona,  
February 19, 1939.

Ed Fletcher Company,  
San Diego, Calif.

Dear Sirs;

Received your letter of February 13,  
and beg to inform you that I  
have sold my ranch property in  
San Pasqual to Ervin Georgeson  
on a contract sale. He is paying  
on a yearly basis, and unless he  
falls through on his payments I  
have no control of the property.

Thanking you for your interest  
and hoping for your success, I remain  
yours truly,  
E. R. Harris



October 3, 1939

City of San Diego  
San Diego, California

Gentlemen:

In consideration of \$8500.00 paid me on or before May 1, 1940, I agree to sell you the right to complete Sutherland Dam within the so-called San Pasqual-San Vicente watershed, said dam being more particularly located in Section 28, Township 12, South Range 2 East, S.B.M., San Diego County, California; together with the right to impound and divert the water so impounded to other watersheds and originating easterly from said dam. The property which I own, and affected by this agreement is legally described as follows:

PETER GEORGESON:— $\frac{1}{2}$  of NW $\frac{1}{4}$ , W $\frac{1}{2}$  of NW of NW; N $\frac{1}{2}$  of NW $\frac{1}{4}$ , all in Section 36, Twp. 12, S.R.1.W.  
SE $\frac{1}{4}$  of NE $\frac{1}{4}$ ; NE $\frac{1}{4}$  of SE $\frac{1}{4}$  and N $\frac{1}{2}$  of NW $\frac{1}{4}$  of SE $\frac{1}{4}$  with a few acres in the NW $\frac{1}{4}$  of Section 35, Twp. 12, S.R.1 W., S.B.M.

HARRIS PROPERTY:—SE $\frac{1}{4}$  of Section 36, Twp. 12, S.R.1.W.

ERVIN GEORGESON:—W $\frac{1}{2}$  of NE $\frac{1}{4}$ , SE $\frac{1}{4}$ , NE $\frac{1}{4}$ , Sect. 36, Twp. 12, S.R.1.W.  
SW $\frac{1}{4}$ , NW $\frac{1}{4}$ ; the SW $\frac{1}{4}$ , W $\frac{1}{2}$  of SE $\frac{1}{4}$  - all of Section 31, Twp. 12, S.R.1.E.

Time is the essence of this agreement. I acknowledge receipt of \$1.00 and other consideration in relation thereto.

Ervin Georgeson

Lydia Georgeson

ED FLETCHER COMPANY  
San Diego, California

Gentlemen:

In consideration of your past and future services, in case the City of San Diego accepts the offer above mentioned, your Company is to be paid five (5) percent commission on whatever we receive from the City of San Diego, said money to be paid out of escrow by the Title Company on our order

Ervin Georgeson

Lydia Georgeson

October 10, 1939

Mr. Ervin Georgeson  
Box 532  
Escondido, California

My dear Mr. Georgeson:

In connection with our visit the other day, Mr. Ray Trussell called my attention to the fact that the San Diego Water Commission have unanimously passed a resolution approving the transfer of the Sutherland Dam fund of about \$800,000 to San Vicente, and urged that I do something to stop it. I told him the only solution I could see was to make a low figure to the City for the right to complete Sutherland Dam and divert the water into other watersheds, the same as we did at Lake Hemshaw.

By giving the City consent to build Sutherland Dam and their completing it at a cost of only \$600,000 or \$800,000, personally I feel it would in no way damage the riparian owners below, but we can get some money for it - just like picking it up from the dirt. By the building of Sutherland Dam, it would be of benefit in stopping the high flood damage, while in dry years it may affect to a small extent the flow of irrigation water but everybody pumps anyway so what is the difference, the damage would be small as it would not affect the underground water at all.

Mr. Trussell saw it that way and signed up an agreement agreeing to accept \$3840 and giving us until the first of May 1940 to put the deal over with a 5% commission. Mr. Marcus has signed up for the sum of \$2750, the Webbs have signed up on their property for the sum of \$10,500. Would you be satisfied to take \$3000, this to include the Harris property? I am trying to keep the amount as low as possible so as to make the offer more attractive to the City. Once we get the City with us and show them that we will cooperate with them - in this way I am sure it is only a matter of time when we will get a good figure if they complete the development either at Puma or Lake Hodges later on. Your early attention to this matter will be appreciated.

Please let me know how many acres you own or your father in addition to the Harris tract. If I remember rightly, there were 200 acres in the Harris tract and it will be greatly benefited. Sutherland only has 1/2 square miles of watershed, while there is something like 128 square miles in addition coming from Mesa Grande that will give you all the water you want to fill your sands, and your flood damage will be partially lessened any way. Will you kindly forward this letter to your father and let me know what the answer is. I will want a commission of 5% for putting the deal through and will send the papers for your signature, if desired, similar to those signed by the others.



Mr. Erwin Jorgenson  
October 10, 1939

If I cannot have the hearty cooperation of all, there is no use of our making any further attempt, but you have always cooperated heretofore and I hope you will follow my suggestion this time. I have seen Mr. Fets and one or two others and I am sure they are all coming in.

With kind regards,

Sincerely yours,

EF/jv

cc-Peter Jorgenson



October 26, 1939

Mr. Peter Georgeson  
Box 532  
Escondido, California

My dear Mr. Georgeson:

I wrote you on October 10th, through your son Ervin, but have had no reply.

At the request of Ray Trussell, I started all over again and am trying to make a settlement with the City for the landowners in connection with the building of Sutherland Dam. I am enclosing copy of the agreement which all have signed. You deed no water rights, pumping rights nor land - you only give consent to allow the City to build the dam at Sutherland and divert the water that originates East of the dam. There is only 54 square miles, but the building of the dam will be a safety factor in eliminating the peak floods which in three or four years do the worst damage. It may mean a little shortage of the normal flow of the river, but I do not think so because that is gone already as far as the Sutherland watershed is concerned. The Santa Isabel people use all the water from the Santa Isabel river for the Santa Isabel Ranch of several hundred acres of alfalfa in the spring, the normal flow today. The following have signed contracts:

Lucie R. Dyer	\$500.
C. G. Marchus	2750.
Everett Peet	4000.
S. D. Rockwood	4000.
Ray Trussell	3840.
E. H. & Cora Webb	10,500.

I will have the three Judsons signed up in a few days. Will you please fill out the enclosed, putting in the legal description of the property which you can take from the tax bill, and let me know what you want and I will see what can be done. It is not for me to dictate but I would say anywhere from \$2500 to \$4000 would be satisfactory to the City - I will recommend it. Please cooperate and let me hear from you promptly. I will be glad to recommend this settlement to the City and feel it is just like picking money up out of the dirt. You will be benefited against floods, you will have little or no damage from shortage of normal flow, and the worst that can happen is perhaps a little extra pumping for there are 150 to 200 square miles of watershed back of the San Jacinto Valley if Sutherland Dam is built and the water impounded east of the dam.

November 30, 1939

Mr. Peter Georgeson  
Kerman, California

My dear Mr. Georgeson:

All the riparian owners are in agreement and we have submitted to the City of San Diego a tentative offer giving consent to build Sutherland Dam.

You are transferring no land, floodage or pumping rights, and your land will be benefited, if anything, by stopping some of the peak flood. If the deal goes through you will get 10% of the original price. Your purchase price was \$88,000, you received 20%, leaving \$70,400, therefore, you would get \$7,040 for giving written consent and allowing the City to build Sutherland Dam.

I am enclosing copy of agreement in duplicate which the landowners have signed, and ask that you please sign and return it by return mail, signing where I have marked same with an (x). If we make the sale, we are to receive a 5% commission.

With kind regards,

Sincerely yours,

EF/jv  
encl.



Mr. Peter Georgeson:

The City Water Commission are transferring the funds to San Vicente and it would be a grave mistake if we did not make a settlement with the City before those funds are transferred. I do not believe Sutherland Dam will be built for ten years, but in the meantime we might as well give them an opportunity to show that San Pasqual is not taking the dog in the manger attitude.

With kind regards,

Sincerely yours,

EF/jv

cc-Mr. Ervin Georgeson



December 15, 1939

Mr. Ervin Georgeson,  
Escondido, California.

My dear Mr. Georgeson:

We are \$6000 or \$8000 too high according to  
the city, and rather than see the deal fall thru will you take  
\$7500.00 instead of \$8500.00, in the matter of giving  
consent to build Sutherland Dam.

May I hear from you by return mail, please.

Yours sincerely,

EF M

December 27, 1939

*San Casual*

Mr. Ervin Georgeson,  
Escondido, California

My dear Mr. Georgeson:

We must hear from you immediately  
regarding the reduction of \$1,000 on the water rights.

Mr. Boyle has reduced his price \$1,000, also Peet, Rockwood,  
Dyar, Reba Judson, and it will be necessary to reduce yours  
\$1,000 in order to get anywhere with the city.

I hope to hear from you in the near  
future that this arrangement is satisfactory.

Yours sincerely,

EF M

Not reviewed  
after dictation



March 15, 1940

Ed Fletcher Company  
1020 Ninth Avenue  
San Diego, California

Gentlemen:

The option of selling to the City of San Diego the right to build Sutherland Dam and divert the water as per our agreement of \_\_\_\_\_ is hereby extended from May 1, 1940 until such time as the deal is consummated, the understanding being it can be cancelled on 30 days written notice after September 1, 1940.

Yours truly

Ervin Georgeson

Lydia Georgeson



**Ed Fletcher Papers**

**1870-1955**

**MSS.81**

**Box: 9 Folder: 9**

**General Correspondence - Georgeson, Ervin and wife Lydia**



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