

West

San Diego, California,
May 29th, 1913.

In consideration of Ten Dollars and other considerations, the receipt of which is hereby acknowledged, I hereby assign all my right, title and interest to Wm. G. Henshaw to the following option for the purchase of real estate in the County of San Diego, State of California, more particularly described as follows:

That certain option from William Fitzherbert West for the purchase of all lands on the Linda Vista Mesa described as follows: All of Sections Sixteen (16) Twenty (20), Twenty-one (21), Twenty-eight (28) and Twenty-nine (29), Township Fifteen (15) South, Range Two (2) West, S. B. M., containing approximately 2560 acres more or less, dated March 27th, 1913; said option being herewith attached.

(signed) Ida DeSulm

West

San Diego, California,
May 29th, 1913.

In consideration of Ten Dollars and other considerations, the receipt of which is hereby acknowledged, I hereby assign all my right, title and interest to Wm. G. Henshaw to the following option for the purchase of real estate in the County of San Diego, State of California, more particularly described as follows: That certain option from the Kelly Investment Company for the purchase of Lot "H" Rancho Agua Hedionda, containing approximately seventeen hundred acres (1700) more or less, dated March 21, 1913, ~~copy of~~ which is herewith attached.

Charles Partridge

OK. WSP.

-- Copy --

THIS INDENTURE, Made this 22nd day of January, 1917, by and between F. C. Foster and Belle Foster Foster, his wife, of the County of San Diego, and State of California, first parties, and William G. Henshaw, of the City and County of San Francisco, State of California, second party, WITNESSETH:

THAT, WHEREAS, the said second party contemplates the construction and maintenance of a dam and reservoir in that part of Section Eighteen (18), Township Thirteen (13) South, Range Two (2) West, San Bernardino Meridian, known as Carroll Valley, in the County of San Diego, said State, and is desirous in connection therewith of acquiring the right to overflow, flood, inundate and store water upon certain lands lying along the course of the San Bernardo River (also variously known as the San Dieguito, Santa Ysabel and San Pasqual River), and above the site of said dam; and the said first parties are willing to grant such rights to the said William G. Henshaw, his heirs, successors and assigns for and in consideration of the payment to be made by said second party and of the covenants and agreements hereinafter contained;

NOW, THEREFORE, the said first parties, for and in consideration of the sum of Ten Dollars (\$10.00), to them in hand paid by said second party, and for other good and valuable considerations moving them thereto, do hereby grant to said William G. Henshaw, his heirs, successors and assigns, the right and easement to overflow, flood, inundate and store water upon

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 Smook, 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 License 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° 50' West 1456 feet;
Thence South 15° 00' West 746 feet;
Thence South 11° 10' West 796 feet;

Thence South 14° 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 Deeds Book 332, page 406, Records

of San Diego County, California, South 74-3/4° East
12.15 chains;

Thence South 55 1/2° 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° East
350 feet, more or less, to a point which elevation
is 315 feet above sea level, as above described;

Thence North 77° 55' West 22.25 feet to a one-half inch
iron monument;

Thence North 51° 08' West 387.5 feet;
Thence North 76° 0' West 275.25 feet;
Thence North 41° 29' West 354.7 feet;
Thence North 52° 14' West 275.7 feet;
Thence North 85° 42' West 209.95 feet;
Thence South 82° 24' West 180.7 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 61° 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' East 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 32° 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; it being the intention to allow said party
of the second part to flood all the valley lands owned
by party of the first part to the elevation of 315 feet
above sea level.

O. K.
J.J.R.
N.P.

The right and easement hereinabove granted over and upon the
lands hereinabove specifically described is to be used in connec-
tion with maintaining and operating said reservoir, which will be
created by the construction of said dam in said Carroll Valley,
to a height of One Hundred Ten (110) feet above the bed of the
said river measured vertically to the top of said dam, and
which will be to a height of Three Hundred Fifteen (315) feet
above sea level.

The said grantors hereby reserve to themselves, their heirs,
successors and assigns, the right to use the lands covered by
the easement hereinabove granted when not submerged, or so much
thereof as may be from time to time above the level of the water
in said reservoir, for the growing of annual crops thereon, but
nothing in this reservation contained shall be, or be construed
to be, a limitation of the easement hereinabove granted; and
said crops shall be planted, grown and harvested at the sole
risk and expense of the said grantors; and the said grantee,
his successors and assigns shall not be liable in any respect
what soever for damage caused said crops by reason of overflow
caused by the impounding and storing of water in said reservoir.

The grantors also reserve to themselves, their heirs,
successors and assigns, the right at any and all times, to
install and operate a pumping plant upon the portion of their
said lands covered by said easement hereinabove granted, for
the purpose of extracting water from the water bearing gravels
lying in and below the surface thereof, sufficient in amount
to irrigate lands now owned by said grantors, riparian to said

river, and used upon said lands; but the right in this paragraph reserved, is and shall be always subject and subservient to the easement herein above granted. ~~Hunting, boating and~~

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~~the~~
~~said~~
~~land~~
~~reserved~~
~~there~~
~~in~~
~~thereof~~

The second party is hereby granted the right to erect, and, as part of the consideration for the grant of easement hereinabove contained, the said second party hereby agrees, for himself, his heirs, successors, and assigns, that he will, prior to the flooding of the lands hereinabove described, erect a first-class, four-wire fence, with hog wire in the bottom thereof, along the exterior limits of the lands of the said grantor, which are or may be flooded by reason of the construction of the dam hereinabove referred to, and will place therein and maintain two gates at such points in said fence as may be designated by said grantor, which gates shall always be kept unlocked for the use of said grantor..

IN WITNESS WHEREOF, the said grantors, first parties herein, have herunto set their hands, the day and year first above written.

(Signed) F. C. Foster
" Belle Foster

State of California)
) ss.
County of San Diego.)

On this 29th day of January,
in the year of our Lord one thousand nine hundred and seventeen,
before me J. J. Rutherford, a
Notary Public, in and for the said County of San Diego, resid-

ing therein, duly commissioned and sworn, personally appeared F. C. Foster and Belle Foster, his wife, personally known to me to be the persons described in and whose names are subscribed to and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal, at my office in San Diego, in the said County, the day and year in this Certificate first above written.

(Signed) J. J. Rutherford
Notary Public in and for the County
of San Diego, State of California.

S E A L

OK wsf

COPY

THIS INDENTURE, Made this ~~23rd~~ day of ~~January~~, 1917, by and between ~~F. C. Foster and Belle Foster~~ Foster, his wife, of the County of San Diego, and State of California, first parties, and ~~William G. Henshaw, of the City and County of San Francisco, State of California,~~ second party,

WITNESSETH:

THAT, WHEREAS, the said second party contemplates the construction and maintenance of a dam and reservoir in that part of Section Eighteen (18), Township Thirteen (13) South, Range Two (2) West, San Bernardino Meridian, known as Carroll Valley, in the County of San Diego, said State, and is desirous in connection therewith of acquiring the right to overflow, flood, inundate and store water upon certain lands lying along the course of the San Bernardo River (also variously known as the San Dieguito, Santa Ysabel and San Pasqual River), and above the site of said dam; and the said first parties are willing to grant such rights to the said William G. Henshaw, his heirs, successors and assigns for and in consideration of the payment to be made by said second party and of the covenants and agreements hereinafter contained;

NOW, THEREFORE, the said first parties, for and in consideration of the sum of Ten Dollars (\$10.00), to them in hand paid by said second party, and for other good and valuable considerations moving them thereto, do hereby grant to said ~~William G. Henshaw, his heirs,~~ successors and assigns, the right and easement to overflow, flood, inundate and store water upon

The right and easement hereinabove granted over and upon the lands hereinabove specifically described is to be used in connection with maintaining and operating said reservoir, which will be created by the construction of said dam in said Carroll Valley, to a height of One Hundred Ten (110) feet above the bed of the said river measured vertically to the top of said dam, and which will be to a height of Three Hundred Fifteen (315) feet above sea level.

The said grantors hereby reserve to themselves, their heirs, successors and assigns, the right to use the lands covered by the easement hereinabove granted when not submerged, or so much thereof as may be from time to time above the level of the water in said reservoir, for the growing of annual crops thereon, but nothing in this reservation contained shall be, or be construed to be, a limitation of the easement hereinabove granted; and said crops shall be planted, grown and harvested at the sole risk and expense of the said grantors; and the said grantee, his successors and assigns shall not be liable in any respect what soever for damage caused said crops by reason of overflow caused by the impounding and storing of water in said reservoir.

The grantors also reserve to themselves, their heirs, successors and assigns, the right at any and all times, to install and operate a pumping plant upon the portion of their said lands covered by said easement hereinabove granted, for the purpose of extracting water from the water bearing gravels lying in and below the surface thereof, sufficient in amount to irrigate lands now owned by said grantors, riparian to said

river, and used upon said lands; but the right in this paragraph reserved, is and shall be always subject and subservient to the easement herein above granted. ~~Hunting, boating and~~

~~CC~~
~~Just~~
~~JP~~

~~fishing rights on said land reserved then submerged.~~
The second party is hereby granted the right to erect, and, as part of the consideration for the grant of easement hereinabove contained, the said second party hereby agrees, for himself, his heirs, successors, and assigns, that he will, prior to the flooding of the lands hereinabove described, erect a first-class, four-wire fence, with hog wire in the bottom thereof, along the exterior limits of the lands of the said grantor, which are or may be flooded by reason of the construction of the dam hereinabove referred to, and will place therein and maintain two gates at such points in said fence as may be designated by said grantor, which gates shall always be kept unlocked for the use of said grantor..

IN WITNESS WHEREOF, the said grantors, first parties herein, have herunto set their hands, the day and year first above written.

(Signed) F. C. Foster
" Belle Foster

State of California)
County of San Diego.) ss.

On this 29th day of January,

in the year of our Lord one thousand nine hundred and seventeen, before me J. J. Rutherford, a Notary Public, in and for the said County of San Diego, resid-

ing therein, duly commissioned and sworn, personally appeared F. C. Foster and Belle Foster, his wife, personally known to me to be the persons described in and whose names are subscribed to and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal, at my office in San Diego, in the said County, the day and year in this Certificate first above written.



(Signed) J. J. Rutherford
Notary Public in and for the County of San Diego, State of California.

THIS INDENTURE, Made this 31st day of January, 1917, by and between HENRY G. FENTON and FENTON, his wife, of the County of San Diego, State of California, first parties, and WILLIAM G. HENSHAW, of the City and County of San Francisco, State of California, second party.

WITNESSETH: THAT, WHEREAS, the said second party contemplates the construction and maintenance of a dam and reservoir in that part of Section Eighteen (18), Township Thirteen (13) South, Range Two (2) West, S. B. M., known as Carroll Valley in the County of San Diego, said State, and is desirous in connection therewith of acquiring the right to overflow, flood, inundate and store water upon certain lands lying along the course of the San Bernardo River (also variously known as the San Dieguito, Santa Ysabel and San Pasqual River), and above the site of said dam; and the said first parties are willing to grant such rights to the said William G. Henshaw, his heirs, successors and assigns, for and in consideration of the payment to be made by the said second party and the covenants and agreements hereinafter contained,

NOW THEREFORE, the said first parties, for and in consideration of the sum of Ten Dollars (\$10.00), to them in hand paid by said second party, and for other good and valuable consideration moving them thereto, do hereby grant to said William G. Henshaw, his heirs, successors and assigns, the right and easement to overflow,

flood, inundate and store water upon those 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 Smook, 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 said 315 foot contour whence corner No. 6 of said Rancho San Bernardo bears S. 70 degrees 53' E. 1,874 feet more or less, see attached map,

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	186.55 feet;

to the west line of said Henry G. Fenton property whence the northwest corner of said property bears North 5° 52' East (record North 5 3/4° East) 4050 feet; thence along said west line South 5° 52' West (record South 5 3/4° West) 970 feet, more or less to the south west corner of said property. Thence easterly 3,960 feet more or less to a point on said 315 foot contour line. Said easterly line if prolonged easterly in a straight line to an intersection with the easterly boundary line of the rancho San Bernardo would be so located that said intersection would bear S. 25° 11' W. 864.03 feet from corner No. 6 of said Rancho,

thence along said 315 foot contour North 3° 23' East 40 feet more or less;

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° 68' 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 the point of beginning, containing 86 acres, more or less.

The right and easement hereinabove granted over and upon the lands hereinabove specifically described, is to be used in connection with maintaining and operating said reservoir, and is understood to convey the floodage right to any and all lands owned by the party of the first part, which floodage will be created by the construction of said dam in said Carroll Valley, to a height of One Hundred Ten (110) feet above the bed of the said river.

measured vertically to the top of said dam, and which will be to a height of Three Hundred Fifteen (215) feet above sea level.

The said grantors hereby reserve to themselves, their successors and assigns, the right to use the lands covered by the easement hereinabove granted, when not submerged, or so much thereof as may be from time to time above the level of the water in said reservoir, for any and all purposes, except that the said grantors shall not at any time use said lands for pasturage purposes, but nothing in this reservation contained, shall be or be construed to be, a limitation of the easement hereinabove granted, and any crops which shall be planted, grown and harvested by the said grantors, their successors and assigns, upon the lands covered by said easement, shall be planted, grown and harvested at the sole risk and expense of the said grantors; and the said grantee, his successors and assigns, shall not be liable in any respect whatsoever, for damage caused said crops by reason of overflow caused by the impounding or storing of water in said reservoir.

The grantors also reserve to themselves, their heirs, successors and assigns, the right at any and all times, to install and operate a pumping plant upon the portion of their said lands covered by said easement hereinabove granted, for the purpose of extracting water from the water-bearing gravels lying in and below the surface thereof, sufficient in amount to irrigate lands now owned by said grantors, riparian to

said river, and used upon said lands; but the right in this paragraph reserved, is and shall be always subject and subservient to the easement hereinabove granted.

The second party is hereby granted the right to erect, and, as part of the consideration for the grant of easement hereinabove contained, the said second party hereby agrees, for himself, his heirs, successors and assigns, that he will, prior to the flooding of the lands hereinabove described, erect a first-class, four-wire fence, with hog wire in the bottom thereof, along the exterior limits of the lands of the said grantor, which are or may be flooded by reason of the construction of the dam hereinabove referred to, and will place therein and maintain _____ gates at such points in said fence, as may be designated by said grantor, which gates shall always be kept unlocked for the use of said grantor.

It is distinctly understood and agreed by and between the parties hereto, that the grant of easement hereinabove contained, shall not, and shall not be construed to impair, limit, or in any manner restrict the riparian rights of the said first parties, their heirs, successors or assigns, and owned and possessed by them in the said San Dieguito River, in connection with lands other than the lands over which the easement hereinabove is granted.

IN WITNESS WHEREOF, the said grantors, first parties herein, have hereunto set their hands, the day and year first above written.

Signed

Henry B. Fenton

"

Emily B. Fenton

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO.) SS

On this 31st day of January, in the year of our Lord one thousand nine hundred and seventeen, before me, Claude S. Chambers a Notary Public, in and for the said County of San Diego, residing therein, duly commissioned and sworn, personally appeared Henry G. Fenton and Fenton, his wife, personally known to me to be the persons described in and whose names are subscribed to and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, at my office in San Diego, in the said County, the day and year in this Certificate first above written.

Signed:

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

Seal -

(map attached)

Henry B. Fenton Property

1071.61 Acres

WEST LINE

Southwest corner of Fentons

RANCHO

SAN

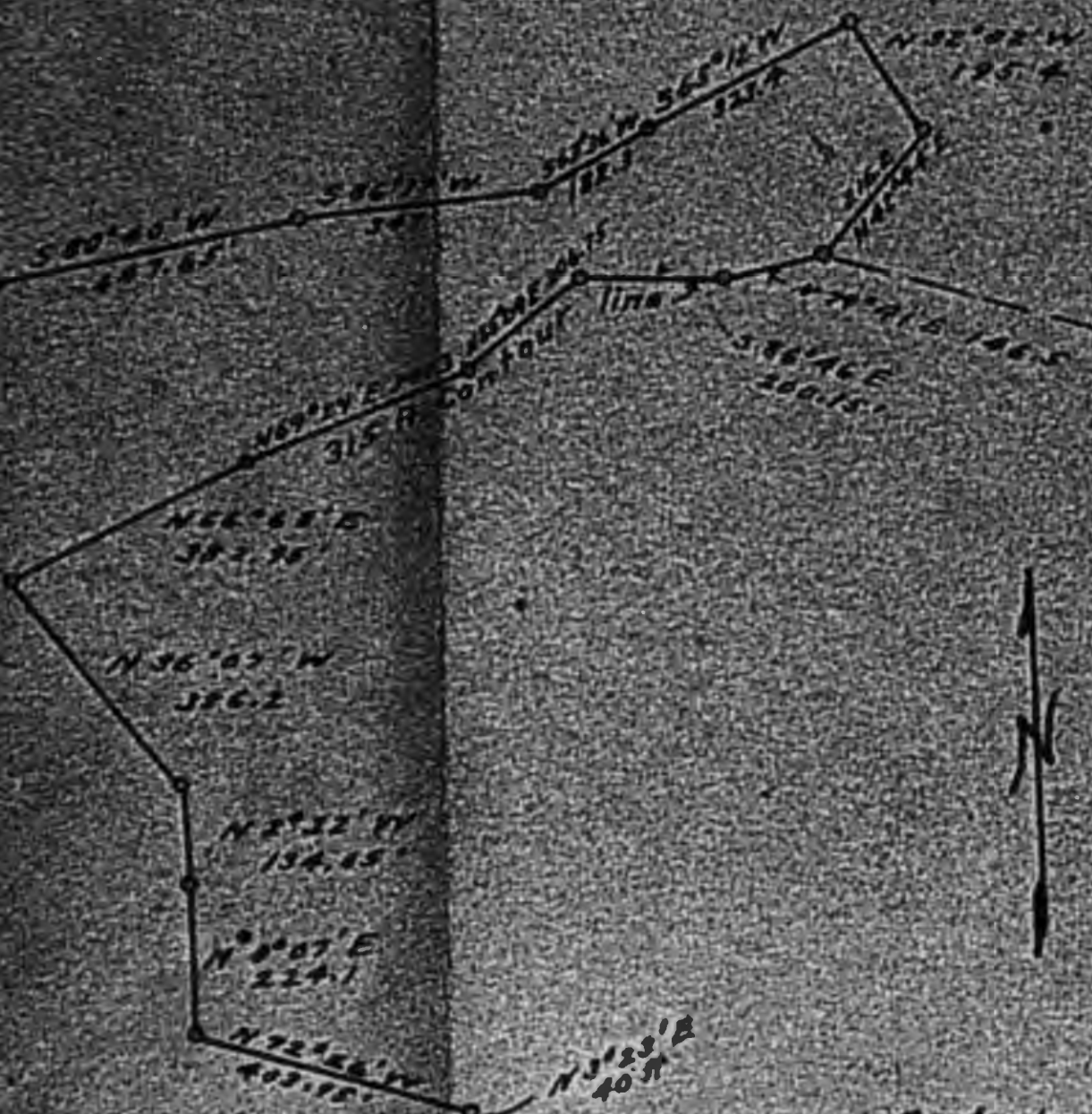
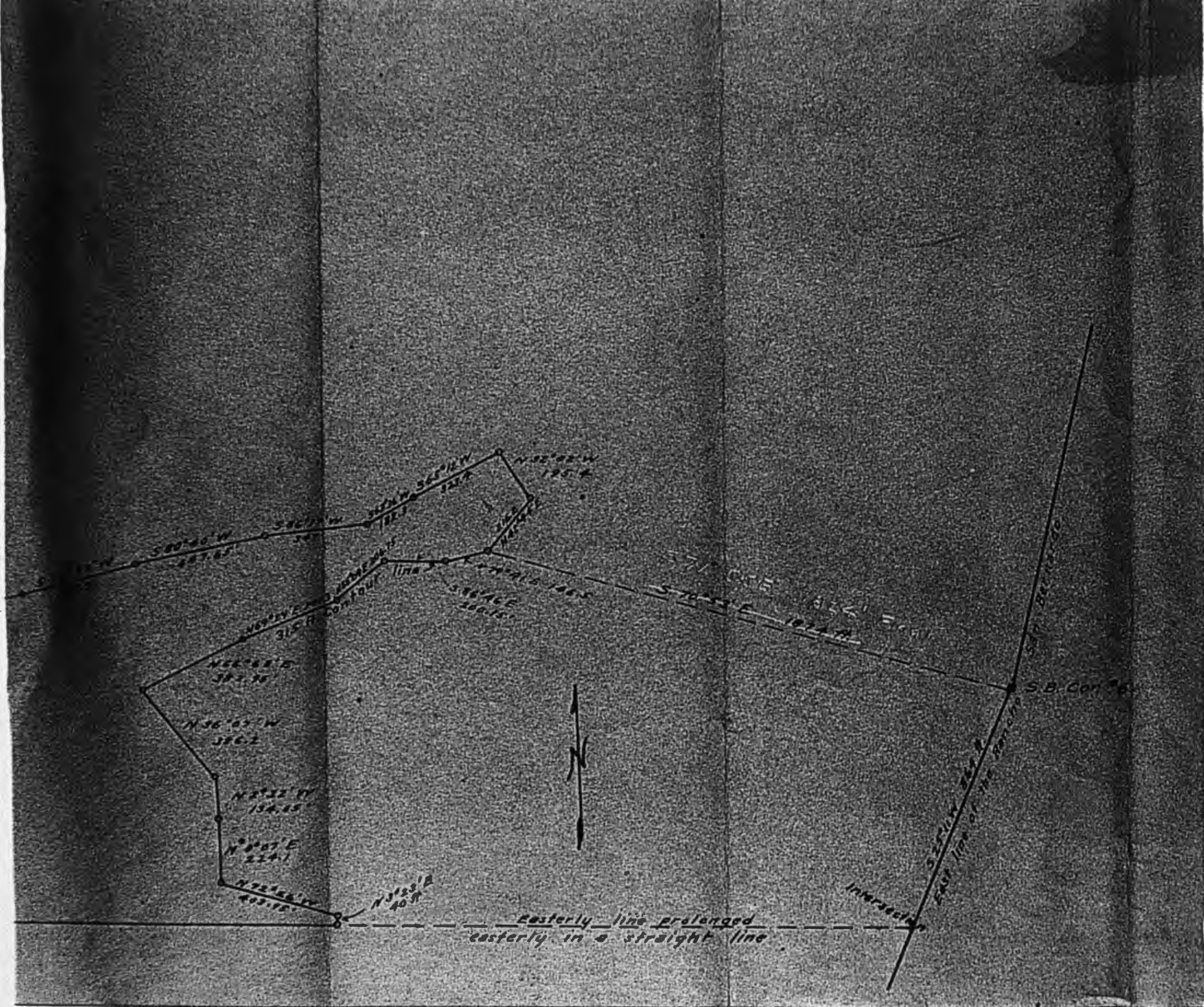
BERNARDO



Map accompanying
 FLOODAGE RIGHT EASEMENT
 OF HENRY B. FENTON
 86 Acres more or less

SAN BERNARDO RIVER

Easterly 3960 ft more or less



Easterly line prolonged easterly in a straight line

S 76° 55' E 102.4
 S 71° 05' E 82.1
 S 70° 55' E 102.4
 S 25° 11' W 86.4 ft.
 S 25° 11' W 86.4 ft.
 S.B. Cor.
 Intersection

GRANT OF EASEMENT

HENRY G. FENTON and wife,

to

WILLIAM G. HENSHAW

DATED January

1917

Keep all correspondence and all the notes on it on this.

THIS AGREEMENT made and entered into this _____ day of
May, 1918,

By and between:

Wm. G. HENSHAW, of the City and County of San Francisco,
State of California, as first party,

and

SOUTH COAST LAND COMPANY, a corporation organized and
existing under the laws of the State of California, as second party,

W I T N E S S E T H:

THAT WHEREAS first party is either the owner or sub-
stantially controls the ownership of a certain water system known
as Warner's Ranch Water System and certain lands having a frontage
on the Pacific Ocean known as Kelly's Ranch, and owns an interest
in the San Dieguito Mutual Water Company, all of said property
being situate within the County of San Diego, State of California;
and

WHEREAS second party is either the owner or substantially
controls the ownership of a certain other water system known as
the Del Mar Water Company System, and a certain other water system
known as the San Luis Rey Water System, and owns certain lands in
the district known as South Oceanside and Carlsbad which said lands
are irrigated by means of the San Luis Rey Water System, all of
said property being within the County of San Diego, State of Cal-
ifornia; and

WHEREAS a project is under way to increase the size of the
Cardiff Irrigation District which was formed under the Irrigation
District Act of the State of California, approved March 31, 1897,
Statutes of 1897, Page 254, and acts amendatory thereof, so as to
include all of the territory in San Diego County fronting on the
Pacific Ocean from La Costa to the city limits of the City of San
Diego, and said larger district to bear a new name such as Del Mar-
La Costa Irrigation District; and it is proposed as a part of said

This is copy of
~~report~~ agreement
as changed by Cal. F.
per request of
Wm G Henshaw

project that said enlarged irrigation district acquire the Del Mar Water Company System, the ownership of which is controlled by second party, and also the San Dieguito Mutual Water Company System, in which first party owns an interest; and

WHEREAS a certain other project is under way for the formation under said Irrigation District Act of another irrigation district to include the territory lying northerly of said enlarged Del Mar-La Costa Irrigation District extending from La Costa to Oceanside, said district to include the lands of second party at South Oceanside and Carlsbad, and the "Kelly Ranch" property, ownership of which is controlled by first party, said district to be known by some such title as Warner's-Vista-Oceanside Irrigation District; and it is proposed as part of said project that the said district, when formed, acquire the Warner's Ranch Water System, ownership of which is controlled by first party, and the San Luis Rey Water System, ownership of which is controlled by second party; and

WHEREAS the parties hereto desire to co-operate with each other in respect to said projects and to agree upon a plan of mutual co-operation involving an exchange of promises with respect to the several elements in each of said projects,

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED between the parties hereto as follows:

First: First party agrees that if said irrigation district to be known by some such name as Warner's-Vista-Oceanside Irrigation District is formed, said Warner's Ranch Water System will be offered for sale to said district with the San Luis Rey Water System as one source of water supply and one system of waterworks; and that the price paid for said San Luis Rey Water System shall be not less than Two hundred forty-five thousand (\$245,000) Dollars, it being expressly agreed that if the price paid for said system be less than Two hundred forty-five thousand (\$245,000) Dollars first party will pay said second party the difference be-

tween said purchase price and said sum of Two hundred forty-five thousand (\$245,000) Dollars.

Second. First party further agrees that the Warner's Ranch Water System will not be transferred to or acquired by the proposed irrigation district to be known by some such name as Warner's-Vista-Oceanside Irrigation District, unless said San Luis Rey Water System is transferred and acquired by the district at the same time as one source of supply and one system of waterworks, and unless said district shall be so organized as to include within its boundaries the lands of second party at South Oceanside and Carlsbad; provided, however, that should the lands of second party at South Oceanside and Carlsbad be included in said district to be known by some such name as Del Mar-La Costa Irrigation District, then and in that event party of second part shall be relieved of any obligations under this paragraph.

Third. First party further agrees that if said proposed irrigation district to be known by some such name as Warner's -Vista-Oceanside Irrigation District, shall not be formed so as to include said lands of second party at South Oceanside and Carlsbad, said land known as "Kelly Ranch" will not be included within the Cardiff Irrigation District or any enlargement thereof to be known by some such name as Del Mar-La Costa Irrigation District, unless said district shall likewise be made to include at the same time the lands of said second party at South Oceanside and Carlsbad.

Fourth. Second party hereby agrees that the Del Mar Water Company System will be offered to the enlarged Cardiff Irrigation District for sale at the same time that the San Dieguito Mutual Water Company System is offered for sale to said district and that second party will use its best endeavors to accomplish the acquisition by said district of said Del Mar Water Company System. And second party further agrees that upon the execution of this agree-

ment it will sign the petition for the enlargement of the present Cardiff Irrigation District; said petition as so signed to be filed forthwith.

Fifth. Second party further agrees that in the event that the proposed district to be known by some such name as Warner's Vista-Oceanside Irrigation District is formed, it will offer its lands at South Oceanside and Carlsbad for inclusion within said district, and will and does hereby authorize first party to offer to said district said San Luis Rey Water System together with said Warner's Ranch Water System as one source of supply and one system of water works upon the terms hereinabove stated.

Sixth. Second party further agrees that in the event the project for the organization of the proposed district to be known by some such name as Warner's-Vista-Oceanside Irrigation District shall fail or be abandoned, it will do all within its power to accomplish either (1) the enlargement of the Cardiff Irrigation District so as to extend from Del Mar to La Costa; or (2) the formation of a new district taking in lands from Oceanside to Del Mar, provided that the said new district shall take over said San Luis Rey Water System and second party shall receive therefor from said district or from said district and first party, the said sum of Two hundred forty-five thousand (\$245,000) Dollars.

Seventh. The parties hereto mutually agree that in the event the district to be known by some such name as Warner's-Vista-Oceanside Irrigation District shall not be approved by the State Engineer and the district organized on or before January 1, 1919, the foregoing agreement is to be of no further force and effect.

Eighth. This agreement is subject to the approval of the State Engineer of the boundaries of districts and valuation of systems and also the approval thereof by the electors; and also the approval on any proposed district bond issues by the Capital

Issues Committee and State Bonding Committee.

IN WITNESS WHEREOF first party has subscribed his name hereto and second party has caused this instrument to be executed by its officers thereunto duly authorized the day and year first hereinabove written.

First Party.

SOUTH COAST LAND COMPANY

By _____

Its

By _____

Its

Second Party.

MEMORANDUM OF AGREEMENT, made and entered into this _____
day of _____, 1918.

By and between:

Wm. G. HENSHAW,

Party of the First Part,

WM. G. KERCKHOFF,

Party of the Second Part,

W I T N E S S E T H:

Whereas, the parties hereto are the owners or in control of certain lands and water and water rights in San Diego County, California, and desire to develop certain of said waters and deliver the same upon said lands and other lands adjacent thereto, and to that end desire to cooperate in their efforts in order that no unnecessary conflict may arise,

NOW THEREFORE, the parties hereto mutually agree as follows, towit:

1st. Party of the first part further agrees that he will do nothing to assist in a sale of the San Dieguito Mutual Water Co. system to the La Costa - Del Mar District, until such time as the question of the formation of said Warners - Vista - Oceanside District shall have been determined.

2nd. Party of the first part further agrees that in the event the Warners - Vista - Oceanside District is formed he will offer to sell to said district the San Luis Rey plant, together with the Warners Water system as one source of supply and system and hereby agrees that said San Luis Rey system shall not be taken over at a price less than \$245,000.00, it being expressly agreed that if a valuation of at least \$245,000.00 is not placed upon said San Luis Rey system for purchase as aforesaid, party of the first part will make up the difference between said sum of \$245,000.00 and the actual purchase price paid as fixed by the State Engineer.

3rd. Party of the second part hereby agrees that in the event said Warners - Vista - Oceanside District is formed the South Coast Land Co. will put its lands into such district upon the above conditions, and will also duly authorize party of the first part to offer the said San Luis Rey system, as aforesaid.

4th. Party of the second part further agrees that in the event the organization of the Warners - Vista - Oceanside District fails, he will take no action to prevent the formation of a district extending from Oceanside to Del Mar along the lines of the original agreement between the parties hereto.

5th. This agreement is subject to the approval by the State Engineer of the boundaries of districts and valuation of systems, and also the approval thereof by the electors; and also the approval on any proposed district bond issues by the Capital Issues Committee and State Bonding Committee.

CALIFORNIA CLUB
LOS ANGELES

Henshaw to agree that he will not dispose of the water of the Vulcan Water system to the Volta ~~or~~ other ^{in that section} branch or other district ~~or~~ ^{in that section} the lands of the South Coast Land Co at South Ocean side and Carlsbad are included and also that the South ~~Ocean side~~ Coast Land Co water system at Ocean side be purchased at a price of not less than 245,000

In case the Volta ^{or} other larger district be not formed - then taking the Vulcan water, then in that case Henshaw agrees that the lands belonging to himself and associates known as Kelley will not be put in San Diego in Cardiff district when the lands of South Coast Land Co ~~are~~ ^{are} the Carlsbad and South Ocean side and pumping plant at Carlsbad be also included (at price of)
245,000

MEMORANDUM OF AGREEMENT, made and entered into this _____

day of _____, 1918.

By and between:

Wm. G. HENSHAW,

Party of the First Part,

WM. G. KERCKHOFF,

Party of the Second Part,

W I T N E S S E T H:

Whereas, the parties hereto are the owners or in control of certain lands and water and water rights in San Diego County, California, and desire to develop certain of said waters and deliver the same upon said lands and other lands adjacent thereto, and to that end desire to cooperate in their efforts in order that no unnecessary conflict may arise,

NOW THEREFORE, the parties hereto mutually agree as follows, to wit:

1st. Party of the first part further agrees that he will do nothing to assist in a sale of the San Dieguito Mutual Water Co. system to the La Costa - Del Mar District, until such time as the question of the formation of said Warners - Vista - Oceanside District shall have been determined. *Concluded*

2nd. Party of the first part further agrees that in the event the Warners - Vista - Oceanside District is formed he will offer to sell to said district the San Luis Rey plant, together with the Warners Water system as one source of supply and system and hereby agrees that said San Luis Rey system shall not be taken over at a price less than \$245,000.00, it being expressly agreed that if a valuation of at least \$245,000.00 is not placed upon said San Luis Rey system for purchase as afore-said, party of the first part will make up the difference between said sum of \$245,000.00 and the actual purchase price paid as fixed by the State Engineer.

3rd. Party of the second part hereby agrees that in the event said Warners - Vista - Oceanside District is formed the South Coast Land Co. will put its lands into such district upon the above conditions, and will also duly authorize party of the first part to offer the said San Luis Rey system, as afore-said.

4th. Party of the second part further agrees that in the event the organization of the Warners - Vista - Oceanside District fails, he will take no action to prevent the formation of a district extending from Oceanside to Del Mar along the lines of the original agreement between the parties hereto.

5th. This agreement is subject to the approval by the State Engineer of the boundaries of districts and valuation of systems, and also the approval thereof by the electors; and also the approval on any proposed district bond issues by the Capital Issues Committee and State Bonding Committee.

THIS AGREEMENT made and entered into this _____ day of
May, 1918,

By and between:

Wm. G. HENSHAW, of the City and County of San Francisco,
State of California, as First Party,

- a n d

SOUTH COAST LAND COMPANY, a corporation organized and
existing under the laws of the State of California,
as Second Party,

W I T N E S S E T H:

THAT WHEREAS first party is either the owner or sub-
stantially controls the ownership of a certain water system known
as Warner's Ranch Water System and certain lands having a frontage
on the Pacific Ocean known as Kelly's Ranch, and owns an interest
in the San Dieguito Mutual Water Company, all of said property
being situate within the County of San Diego, State of California;
and

WHEREAS second party is either the owner or substantially
controls the ownership of a certain other water system known as
the Del Mar Water Company System, and a certain other water system
known as the San Luis Rey Water System, and owns certain lands in
the district known as South Oceanside and Calsbad which said lands
are irrigated by means of the San Luis Rey Water System, all of
said property being within the County of San Diego, State of Cali-
fornia; and

WHEREAS a project is under way to increase the size of
the Cardiff Irrigation District which was formed under the Irri-
gation District Act of the State of California, approved March 31,
1897, Statutes of 1897, Page 254, and acts amendatory thereof, so
as to include all of the territory in San Diego County fronting
on the Pacific Ocean from La Costa to the city limits of the City

of San Diego, and said larger district to bear a new name such as Del Mar-LaCosta Irrigation District; and it is proposed as a part of said project that said enlarged irrigation district acquire the Del Mar Water Company System, the ownership of which is controlled by second party, and also the San Dieguito Mutual Water Company System, in which first party owns an interest; and

WHEREAS a certain other project is under way for the formation under said Irrigation District Act of another irrigation district to include the territory lying northerly of said enlarged Del Mar-La Costa Irrigation District extending from La Costa to Oceanside, said district to include the lands of second party at South Oceanside and Carlsbad, and the "Kelly Ranch" property, ownership of which is controlled by first party, said district to be known by some such title as Warner's-Vista-Oceanside Irrigation District; and it is proposed as part of said project that the said district, when formed, acquire the Warner's Ranch Water System, ownership of which is controlled by first party, and the San Luis Rey Water System, ownership of which is controlled by second party; and

WHEREAS the parties hereto desire to co-operate with each other in respect to said projects and to agree upon a plan of mutual co-operation involving an exchange of promises with respect to the several elements in each of said projects,

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED between the parties hereto as follows:

FIRST: First party agrees that the San Dieguito Mutual Water Company System, will not be sold to the Cardiff Irrigation District or to said district as enlarged and known under some such name as Del Mar-La Costa Irrigation District, until it is determined whether or not the proposed irrigation district extending from Oceanside to La Costa to be known by some such name as Warner's-Vista-Oceanside Irrigation District will be formed in such manner as to include witha

in its boundaries the lands owned by second party situated in South Oceanside and Carlsbad.

SECOND: First party agrees that if said irrigation district to be known by some such name as Warner's-Vista-Oceanside Irrigation District is formed, said Warner's Ranch Water System will be offered for sale to said district with the San Luis Rey Water System as one source of water supply and one system of waterworks; and that the price paid for said San Luis Rey Water System shall be not less than Two hundred forty-five thousand (\$245,000) Dollars, it being expressly agreed that if the price paid for said system be less than Two hundred forty-five thousand (\$245,000) Dollars first party will pay said second party the difference between said purchase price and said sum of Two hundred forty-five thousand (\$245,000) Dollars.

THIRD: First party further agrees that the Warner's Ranch Water System will not be transferred to or acquired by the proposed irrigation district to be known by some such name as Warner's-Vista-Oceanside Irrigation District, unless said San Luis Rey Water System is transferred and acquired by the district at the same time as one source of supply and one system of waterworks, and unless said district shall be so organized as to include within its boundaries the lands of second party at South Oceanside and Carlsbad; provided, however, that should the lands of second party at South Oceanside and Carlsbad be included in said district to be known by some such name as Del Mar-La Costa Irrigation District, then and in that event party of second part shall be relieved of any obligations under this paragraph.

FOURTH: First party further agrees that if said proposed irrigation district to be known by some such name as Warner's-Vista-Oceanside Irrigation District, shall not be formed so as to include said lands of second party at South Oceanside and Carlsbad, said land known as "Kelly Ranch" will not be included within the Cardiff Irrigation District or any enlargement thereof to be known by some

such name as Del Mar-La Costa Irrigation District, unless said district shall likewise be made to include at the same time the lands of said second party at South Oceanside and Carlsbad.

FIFTH: Second party hereby agrees that the Del Mar Water Company System will be offered to the enlarged Cardiff Irrigation District for sale at the same time that the San Dieguito Mutual Water Company System is offered for sale to said district and that second party will use its best endeavors to accomplish the acquisition by said district of said Del Mar Water Company System. And second party further agrees that upon the execution of this agreement it will sign the petition for the enlargement of the present Cardiff Irrigation District; said petition as so signed to be filed forthwith.

SIXTH: Second party further agrees that in the event that the proposed district to be known by some such name as Warner's-Vista-Oceanside Irrigation District is formed, it will offer its lands at South Oceanside and Carlsbad for inclusion within said district, and will and does hereby authorize first party to offer to said district said San Luis Rey Water System together with said Warner's Ranch Water System as one source of supply and one system of water works upon the terms hereinabove stated.

SEVENTH: Second party further agrees that in the event the project for the organization of the proposed district to be known by some such name as Warner's-Vista-Oceanside Irrigation District shall fail or be abandoned, it will do all within its power to accomplish either (1) the enlargement of the Cardiff Irrigation District so as to extend from Del Mar to ^{La Costa} Oceanside; or (2) the formation of a new district taking in lands from Oceanside to Del Mar, provided that the said new district shall take over said San Luis Rey Water System and second party shall receive therefor from said district or from said district and first party, the said

sum of Two hundred forty-five thousand (\$245,000) Dollars.

EIGHTH: The parties hereto mutually agree that in the event the district to be known by some such name as Warner's-Vista-Oceanside Irrigation District shall not be approved by the State Engineer within _____ days from date hereof the foregoing agreement is to be of no further force and effect.

NINTH: This agreement is subject to the approval by the State Engineer of the boundaries of districts and valuation of systems and also the approval thereof by the electors; and also the approval on any proposed district bond issues by the Capital Issues Committee and State Bonding Committee.

IN WITNESS WHEREOF first party has subscribed his name hereto and second party has caused this instrument to be executed by its officers thereunto duly authorized the day and year first hereinabove written.

First Party.

SOUTH COAST LAND COMPANY

By _____
Its

By _____
Its

Second Party.

A G R E E M E N T.

Between:

Wm. G. HENSHAW

- and -

SOUTH COAST LAND COMPANY.

Dated: May __, 1918.

Keep

Law Offices
HENSHAW, BLACK & GOLDBERG
767 Mills Building
San Francisco, California

THIS AGREEMENT made and entered into this _____ day of
May, 1918,

By and between:

Wm. G. HENSHAW, of the City and County of San Francisco,
State of California, as First Party,

- a n d

SOUTH COAST LAND COMPANY, a corporation organized and
existing under the laws of the State of California,
as Second Party,

W I T N E S S E T H:

THAT WHEREAS first party is either the owner or sub-
stantially controls the ownership of a certain water system known
as Warner's Ranch Water System and certain lands having a frontage
on the Pacific Ocean known as Kelly's Ranch, and owns an interest
in the San Dieguito Mutual Water Company, all of said property
being situate within the County of San Diego, State of California;
and

WHEREAS second party is either the owner or substantially
controls the ownership of a certain other water system known as
the Del Mar Water Company System, and a certain other water system
known as the San Luis Rey Water System, and owns certain lands in
the district known as South Oceanside and Calsbad which said lands
are irrigated by means of the San Luis Rey Water System, all of
said property being within the County of San Diego, State of Cali-
fornia; and

WHEREAS a project is under way to increase the size of
the Cardiff Irrigation District which was formed under the Irri-
gation District Act of the State of California, approved March 31,
1897, Statutes of 1897, Page 254, and acts amendatory thereof, so
as to include all of the territory in San Diego County fronting
on the Pacific Ocean from La Costa to the city limits of the City

of San Diego, and said larger district to bear a new name such as Del Mar-LaCosta Irrigation District; and it is proposed as a part of said project that said enlarged irrigation district acquire the Del Mar Water Company System, the ownership of which is controlled by second party, and also the San Dieguito Mutual Water Company System, in which first party owns an interest; and

WHEREAS a certain other project is under way for the formation under said Irrigation District Act of another irrigation district to include the territory lying northerly of said enlarged Del Mar-La Costa Irrigation District extending from La Costa to Oceanside, said district to include the lands of second party at South Oceanside and Carlsbad, and the "Kelly Ranch" property, ownership of which is controlled by first party, said district to be known by some such title as Warner's-Vista-Oceanside Irrigation District; and it is proposed as part of said project that the said district, when formed, acquire the Warner's Ranch Water System, ownership of which is controlled by first party, and the San Luis Rey Water System, ownership of which is controlled by second party; and

WHEREAS the parties hereto desire to co-operate with each other in respect to said projects and to agree upon a plan of mutual co-operation involving an exchange of promises with respect to the several elements in each of said projects,

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED between the parties hereto as follows:

FIRST: First party agrees that the San Dieguito Mutual Water Company System, will not be sold to the Cardiff Irrigation District or to said district as enlarged and known under some such name as Del Mar-La Costa Irrigation District, until it is determined whether or not the proposed irrigation district extending from Oceanside to La Costa to be known by some such name as Warner's-Vista-Oceanside Irrigation District will be formed in such manner as to include withi

in its boundaries the lands owned by second party situated in South Oceanside and Carlsbad.

~~SECOND:~~ First party agrees that if said irrigation district to be known by some such name as Warner's-Vista-Oceanside Irrigation District is formed, said Warner's Ranch Water System will be offered for sale to said district with the San Luis Rey Water System as one source of water supply and one system of waterworks; and that the price paid for said San Luis Rey Water System shall be not less than Two hundred forty-five thousand (\$245,000) Dollars, it being expressly agreed that if the price paid for said system be less than Two hundred forty-five thousand (\$245,000) Dollars first party will pay said second party the difference between said purchase price and said sum of Two hundred forty-five thousand (\$245,000) Dollars.

~~THIRD:~~ First party further agrees that the Warner's Ranch Water System will not be transferred to or acquired by the proposed irrigation district to be known by some such name as Warner's-Vista-Oceanside Irrigation District, unless said San Luis Rey Water System is transferred and acquired by the district at the same time as one source of supply and one system of waterworks, and unless said district shall be so organized as to include within its boundaries the lands of second party at South Oceanside and Carlsbad; provided, however, that should the lands of second party at South Oceanside and Carlsbad be included in said district to be known by some such name as Del Mar-La Costa Irrigation District, then and in that event party of second part shall be relieved of any obligations under this paragraph.

3 ~~FOURTH:~~ First party further agrees that if said proposed irrigation district to be known by some such name as Warner's-Vista-Oceanside Irrigation District, shall not be formed so as to include said lands of second party at South Oceanside and Carlsbad, said land known as "Kelly Ranch" will not be included within the Cardiff Irrigation District or any enlargement thereof to be known by some

such name as Del Mar-La Costa Irrigation District, unless said district shall likewise be made to include at the same time the lands of said second party at South Oceanside and Carlsbad.

cf ~~FIFTH:~~ Second party hereby agrees that the Del Mar Water Company System will be offered to the enlarged Cardiff Irrigation District for sale at the same time that the San Dieguito Mutual Water Company System is offered for sale to said district and that second party will use its best endeavors to accomplish the acquisition by said district of said Del Mar Water Company System. And second party further agrees that upon the execution of this agreement it will sign the petition for the enlargement of the present Cardiff Irrigation District; said petition as so signed to be filed forthwith.

b ~~SIXTH:~~ Second party further agrees that in the event that the proposed district to be known by some such name as Warner's-Vista-Oceanside Irrigation District is formed, it will offer its lands at South Oceanside and Carlsbad for inclusion within said district, and will and does hereby authorize first party to offer to said district said San Luis Rey Water System together with said Warner's Ranch Water System as one source of supply and one system of water works upon the terms hereinabove stated.

L ~~SEVENTH:~~ Second party further agrees that in the event the project for the organization of the proposed district to be known by some such name as Warner's-Vista-Oceanside Irrigation District shall fail or be abandoned, it will do all within its power to accomplish either (1) the enlargement of the Cardiff Irrigation District so as to extend from Del Mar to ^{La Costa} Oceanside; or (2) the formation of a new district taking in lands from Oceanside to Del Mar, provided that the said new district shall take over said San Luis Rey Water System and second party shall receive therefor from said district or from said district and first party, the said

sum of Two hundred forty-five thousand (\$245,000) Dollars.

7
XX
8
~~EIGHTH:~~ The parties hereto mutually agree that in the event the district to be known by some such name as Warner's-Vista-Oceanside Irrigation District shall not be approved by the State Engineer *and the district organized in* days ~~from date hereof~~ the foregoing agreement is to be of no further force and effect.

~~NINTH:~~ This agreement is subject to the approval by the State Engineer of the boundaries of districts and valuation of systems and also the approval thereof by the electors; and also the approval on any proposed district bond issues by the Capital Issues Committee and State Bonding Committee.

IN WITNESS WHEREOF first party has subscribed his name hereto and second party has caused this instrument to be executed by its officers thereunto duly authorized the day and year first hereinabove written.

First Party.

SOUTH COAST LAND COMPANY

By _____
Its

By _____
Its

Second Party.

A G R E E M E N T.

Between:

Wm. G. HENSHAW

- and -

SOUTH COAST LAND COMPANY.

Dated: May____, 1918.

Law Offices

HENSHAW, BLACK & GOLDBERG

767 Mills Building

San Francisco, California

THIS AGREEMENT, made and entered into this _____ day of May, 1918, by and between WILLIAM G. HENSHAW, of the City and County of San Francisco, as first party, and SOUTH COAST LAND COMPANY, a corporation, organized and existing under the laws of the State of California, second party,

W I T N E S S E T H:

THAT WHEREAS first party is either the owner or substantially controls the ownership of a certain water system known as San Dieguito Mutual Water Company System and a certain other water system known as the Warner's Ranch Water System and certain lands having a frontage on the Pacific Ocean known as the "Kelley Ranch", all of said property being situate within the County of San Diego, State of California; and

WHEREAS second party is either the owner or substantially controls the ownership of a certain other water system known as the Del Mar Water Company System, and a certain other water system known as the San Luis Rey Water System, and owns certain lands in the district known as South Oceanside and Carlsbad which said lands are irrigated by means of the San Luis Rey Water System, all of said property being within said County of San Diego, State of California; and

WHEREAS a project is under way to increase the size of the Cardiff Irrigation District which was formed under the Irrigation District Act of the State of California, approved March 31, 1897, Statutes of 1897, Page 254, and acts amendatory thereof, so as to include all of the territory in San Diego County fronting on the Pacific Ocean from La Costa to the city limits of the City of San Diego, and said larger district to bear a new name such as Del Mar-La Costa Irrigation District; and it is proposed as a part of

said project that said enlarged irrigation district acquire the Del Mar Water Company System, the ownership of which is controlled by second party, and also the San Dieguito Mutual Water Company System, the ownership of which is controlled by first party; and

WHEREAS a certain other project is under way for the formation under said Irrigation District Act of another irrigation district to include the territory lying northerly of said enlarged Del Mar - La Costa Irrigation District extending from La Costa to Oceanside, said district to include the lands of second party at South Oceanside and Carlsbad and the "Kelley Ranch" property, ownership of which is controlled by first party, said district to be known by some such title as Warner's-Vista-Oceanside Irrigation District; and it is proposed as part of said project that the said district, when formed, acquire the Warner's Ranch Water System, ownership of which is controlled by first party, and the San Luis Rey Water System, ownership of which is controlled by second party; and

WHEREAS the parties hereto desire to co-operate with each other in respect to said projects and to agree upon a plan of mutual co-operation involving an exchange of promises with respect to the several elements in each of said projects,

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED between the parties hereto as follows:

FIRST. First party agrees that the San Dieguito Mutual Water Company System, ownership of which is controlled by him, will not be sold to the Cardiff Irrigation District or to said district as enlarged and known under some such name as Del Mar - La Costa Irrigation District, until the formation of the proposed irrigation district extending from Oceanside to La Costa to be known by some such name as Warner's-Vista-Oceanside Irrigation District, has been

accomplished in such manner as to include within its boundaries the lands owned by second party situated in South Oceanside and Carlsbad.

SECOND. First party agrees that if said irrigation district to be known by some such name as Warner's-Vista-Oceanside Irrigation District is formed, said Warner's Ranch Water System will be offered for sale to said district with the San Luis Rey Water System as one source of water supply and one system of waterworks, and that the price paid for said San Luis Rey Water System shall be not less than Two Hundred Forty-five Thousand Dollars (\$245,000), it being expressly agreed that if a valuation less than said amount is placed by the State Engineer upon said system for purposes of purchase, first party will make up the difference between the amount so fixed by said State Engineer and said sum of Two Hundred and Forty-five Thousand Dollars (\$245,000) and will pay said difference to second party.

THIRD. First party further agrees that the Warner's Ranch Water System will not be transferred to or acquired by the proposed irrigation district to be known by some such name as Warner's-Vista-Oceanside Irrigation District, unless said San Luis Rey Water System is transferred to and acquired by the district at the same time as one source of supply and one system of waterworks, and unless said district shall be so organized as to include within its boundaries the lands of second party at South Oceanside and Carlsbad.

FOURTH. First party further agrees that if said proposed irrigation district to be known by some such name as Warner's-Vista-Oceanside Irrigation District, shall not be formed so as to include said lands of second party at South Oceanside and Carlsbad, said land known as "Kelley Ranch" will not be included within the Cardiff Irrigation District or any enlargement thereof to be known by some such name as Del Mar - La Costa Irrigation District, unless said

district shall likewise be made to include at the same time the lands of said second party at South Oceanside and Carlsbad, and the said irrigation district shall purchase the said San Luis Rey Water System for the price of Two Hundred Forty-five Thousand Dollars (\$245,000).

FIFTH. Second party hereby agrees that the Del Mar Water Company System will be offered to the enlarged Cardiff Irrigation District for sale at the same time that the San Dieguito Mutual Water Company System is offered for sale to said district and that no action will be taken to prevent the acquisition by said district of said Del Mar Water Company System.

SIXTH. Second party further agrees that in the event that the proposed district to be known by some such name as Warner's-Vista-Oceanside Irrigation District is formed, it will take no action to prevent the inclusion within said district of its lands at South Oceanside and Carlsbad, and will and does hereby authorize first party to offer to said district said San Luis Rey Water System together with said Warner's Ranch Water System as one source of supply and one system of waterworks upon the terms hereinabove stated.

SEVENTH. Second party further agrees that in the event the project for the organization of the proposed district to be known by some such name as Warner's-Vista-Oceanside Irrigation District shall fail or be abandoned, it will take no action to prevent the enlargement of the Cardiff Irrigation District so as to extend from Oceanside to Del Mar, or the formation of a new district taking in lands from Oceanside to Del Mar, provided that the said enlarged district or the said new district shall take over said San Luis Rey

Water System and second party shall receive therefor from said district, or from said district and first party, the said sum of Two Hundred Forty-five Thousand Dollars (\$245,000).

IN WITNESS WHEREOF, first party has subscribed his name hereto and second party has caused this instrument to be executed by its officers thereunto duly authorized, the day and year first hereinabove written.

First Party

SOUTH COAST LAND COMPANY

BY _____
Its

BY _____
Its

Second Party

C O P Y
Contract Secy's No.14994
SANTA FE ROUTE
West of Albuquerque.

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, The Sante Fe Land Improvement Company, a California Corporation, hereinafter called the Land Company, is the owner of certain lands situate within the watershed of the San Dieguito or Santa Ysabel River, with respect to which lands the Land Company is vested with riparian rights in and to said stream; and,

WHEREAS, Wm. G. Henshaw desires to construct and maintain the dam or dams hereinafter mentioned for the purposes hereinafter stated;

NOW, THEREFORE, in consideration of the premises and a valuable consideration moving it thereto, the receipt whereof is hereby acknowledged, the Land Company does hereby consent and agree to and with the said Wm. G. Henshaw that he may construct and maintain a dam or reservoir in Section 27 or 28, Township 13 South, Range 1 East, S.B.B. & M., and known as the Pamo damsite, in the County of San Diego, State of California, or at any point east thereof, and the Land Company consents and agrees that he, his heirs or assigns may perpetually collect and impound in and by such dams and reservoirs any and all waters of the Santa Ysabel River, and may perpetually divert any and all the waters so collected and impounded from the watershed of said Santa Ysabel River into other watersheds and parts of said County of San Diego, State of California; and the Land Company does hereby waive all claims and rights of action which may or might hereafter arise or accrue to it because of its ownership of

said lands within said watershed, by virtue of or arising out of the erection of said dams, or the impounding or diversion of said waters, or rights of action arising under or because of the above mentioned dams, save and except such as may accrue by reason of the breaking of any of said dams and reservoirs and damages suffered in consequence thereof.

This instrument is not a waiver of, and is not intended to waive, the rights of the Land Company to any of the underground or surface waters which may flow over, under and across its property referred to herein, except as conveyed to said Water Company, and which originate in the San Dieguito or Santa Ysabel River, to the west of and below said dams and reservoirs after the same are constructed.

IN WITNESS WHEREOF, the Land Company has duly executed this indenture this 9th day of April, 1917.

SANTA FE LAND IMPROVEMENT COMPANY,

(Signed) By W. E. Hodges

Vice-President.

(SEAL)

ATTEST:

(SGD) G. Holterhoff, Jr.
Ass't Secretary.

A true copy

A. Heaton
For Ass't Secretary.
S F L I Co.

STATE OF ILLINOIS)
COUNTY OF COOK) SS

On this 33rd day of May in the year one thousand nine hundred and seventeen, before me, John A. McDonald, a Notary Public in and for said County of Cook, State of Illinois, personally appeared W. E. Hodges, known to me to be the person who executed the within instrument, on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

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

(SEAL)

(Signed) John A. McDonald
Notary Public in and for
said County and State.

My Commission Expires Nov. 14, 1917.

AGREEMENT Made this Twenty-seventh day
of April, 1917, between SANTA FE LAND
IMPROVEMENT COMPANY, a California cor-
poration, first party, WM. G. HENSHAW,
of Oakland, California, second party,
and ED FLETCHER, of San Diego, California,
third party.

RECITALS:

Under date of April 2nd, 1917, the first and
second parties hereto entered into a certain agreement
concerning their ownership of all of the capital stock of
the San Dieguito Mutual Water Company, a corporation,
(except five shares thereof belonging to the Directors);
and also concerning the sale and disposition of said stock.
The first and second parties hereto desire to sell said
stock through and by means of the efforts and services of
the third party, for the compensation to him hereinafter
stated.

AGREEMENT:

For good and valuable considerations moving from
the one to the other party of this agreement, the parties
hereto mutually agree:

1. That the third party is hereby appointed the ex-
clusive agent of the first and second parties for the pur-
pose of selling the shares of stock of said Water Company

owned by the first and second parties at par value, unless the first and second parties in writing authorize sales thereof for less.

2. That the third party is to give his best personal efforts to the business of making sales of said stock, preferably in one block, to an irrigation district, or failing in this, then to persons, firms and corporations.

3. That whether said stock is sold in one block as aforesaid or in various amounts to various persons, firms and corporations, the third party shall receive no commission from either the first or second party on the sale of a sufficient amount of stock to reimburse the first and second parties as follows:

(a) To reimburse the Santa Fe Land Improvement Company for all cash expenditures made by it in the construction of the dams, conduits, distributing line, together with six per cent interest, all as provided in the agreement of April 2nd, 1917, referred to herein.

(b) To reimburse the Santa Fe Land Improvement Company for the investment in land, right of way, riparian rights, etc. etc., valued at \$150,000.00 with interest thereon as provided in the agreement of April 2nd, 1917.

(c) To reimburse Wm. G. Henshaw for the investment made by him in lands, right of way, riparian rights, etc.

etc., valued at \$350,000.00 with interest at six per cent as provided in the agreement of April 2nd, 1917.

4. That on all said stock sold by the third party over and above an amount to accomplish the reimbursement to the first and second parties specified in paragraph 3 hereof his commission shall be as follows:

(a) Five per cent on the selling price in case the stock is sold by him to persons, firms or corporations; and

(b) Ten per cent on the selling price in case the stock is sold in one block to an irrigation district.

5. The first and second parties shall be liable respectively to the third party for any commissions earned by him hereunder only in proportion to the amount of said stock then owned by each.

6. That the third party shall not have earned any commission from either the first or second party until a sale has actually been made and the consideration therefor due from the purchaser paid, either in money or in some other way satisfactory to the first and second parties.

7. That all expense incurred by the third party in connection with the sale of any of the stock of the first or second party, however the same may be sold, shall be


borne and paid by the third party, and neither the first party nor the second party shall be liable to reimburse the third party therefor, or for any part thereof.

8. That this agreement shall bind, apply and inure to the benefit of the heirs, personal representatives, successors or assigns, as the case may be, of the parties hereto.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto on the day and year first above written.

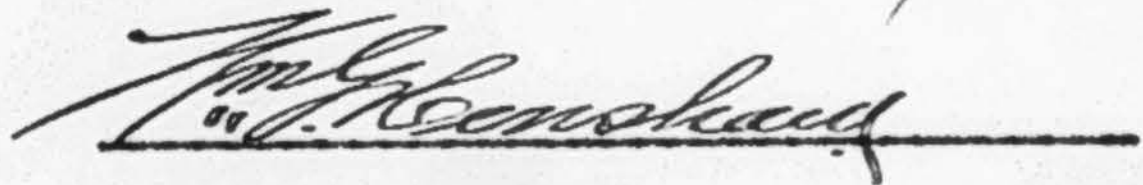
SANTA FE LAND IMPROVEMENT COMPANY.

BY

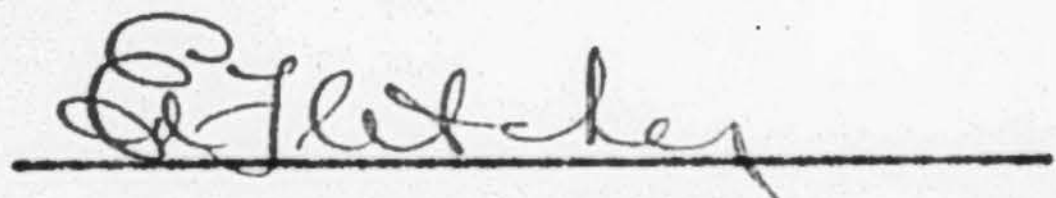


A handwritten signature in cursive script, appearing to read "W. C. Dodge", written over a horizontal line.

Its Vice-President.



A handwritten signature in cursive script, appearing to read "J. H. Henshaw", written over a horizontal line.



A handwritten signature in cursive script, appearing to read "E. Fletcher", written over a horizontal line.

Col. Fletcher
Mr. Hodges

Santa Barbara, Jan. 21, 1921.

Mr. W. G. Henshaw,
Mills Bldg.,
San Francisco, Cal.

My dear Mr. Henshaw:

I have been expecting to see you before this and have a talk over matters, but results have been slow in developing, so that there was not much we could have done, although I expect we will soon be in a position to move.

Had I seen you I was going to explain the necessity for our both agreeing to the attached agreement, which is simply one authorizing the water sales to be applied to the payment of the Water Company's operating expenses etc.

As you doubtless remember a Mutual Water Company can not sell water to any outsider, but only to its stockholders, which in this case at present is the Santa Fe Land Improvement Company, so that all the water sold to the users down there, and what will also be sold to La Jolla is by that Company and it is collecting the money in its own name.

We had recently to levy an assessment on the Water Company's stock to pay its operating expenses, and

W. G. Henshaw, #2.

this agreement simply authorizes the money so collected to be applied for that purpose, and if anything is left over from that---and there will be when the City begins to take water---it is to be applied on the interest payments for the Santa Fe loan; in other words to use the money rather than let it remain unappropriated in the Santa Fe treasury.

We should get this matter attended to without further delay, and if you will please sign the two copies of the agreement, which I have also signed for the Santa Fe Land Improvement Company, then you retain the one I have marked with your name at the top for your files, and return the other to me in the attached envelope it will be appreciated.

Yours very truly,

signed W. E. Hodges.

Vice-President.

cc-Col. Fletcher
with copy of the
agreement.

MEMORANDUM AGREEMENT, made and entered
into this twenty-second day of November,
1920, by and between SANTA FE LAID IN-
PROVEMENT COMPANY, a California corpora-
tion, hereinafter called the Company,
first party, and WILLIAM G. HENRIAN,
of the City and County of San Francisco,
California, second party.

The San Dieguito Mutual Water Company, a corpora-
tion, having on November 18, 1920, levied an assessment
of One Dollar and fifty cents (\$1.50) per share on the stock
of that company outstanding to provide funds with which to
discharge an indebtedness incurred by said Water Company for
maintenance and operation of its plant and the payment of
taxes on its property and to pay maintenance and operation
expenses during the remainder of the year 1920, and the
parties hereto desiring, among other things, to provide a
means for the payment of said ~~assessment~~ and avoid proceed-
ings for the collection thereof in the usual and ordinary
way, do hereby mutually agree as follows:

That all sums of money heretofore or hereafter
received by the Company from the sale of water delivered
to it as a stockholder of the San Dieguito Mutual Water
Company, shall be applied as follows:

First: To the payment of said assessment in full;

Second: Any money remaining in the hands of the company after the payment of said assessment in full shall be applied in the manner provided for in that certain agreement between the parties hereto dated the 9th day of April, 1917.

It is also mutually agreed that if the money so received by the company shall not be sufficient to pay such assessment, or any other assessment that may be levied hereafter, the company may, if it shall so elect, pay to the water company a sum of money sufficient fully to pay such assessment or assessments; and all moneys so paid shall be added to and considered as a part of cash paid out by it for the shares of stock of said water company and shall bear interest and be repayable in accordance with the terms of said agreement between the parties hereto dated the 9th day of April, 1917.

This memorandum agreement shall apply, bind and inure to the heirs, personal representatives, assigns and successors, as the case may be, of the parties hereto.

IN WITNESS WHEREOF, this memorandum agreement has been executed in duplicate by the parties hereto the

day and year first above written.

BAITA TE LAND IMPROVEMENT COMPANY,

BY _____

Its Vice-President.

First Party.

Second Party.

Ed Fletcher Papers

1870-1955

MSS.81

Box: 44 Folder: 20

**Business Records - Business Partnerships - Henshaw,
William - Henshaw-Santa Fe Land contracts and grants**



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