

January 28, 1932.

Honorable Mayor and Common Council
of the City of San Diego,
San Diego, California.

Attention Mr. Daniels.

My dear Mr. Daniels:-

I contacted Mr. Storn and he has
reluctantly approved the deal, so I am ready to sign.

I tried to contact you today and found
you were out of the city.

The property is all in the name of the
Cuyamaca Water Company. I have certificates of title to
show it and would like to come down tomorrow and show
you the easements. In the agreement you have overlooked
reservations for easements for rights of way heretofore
granted.

The new search from the Union Title
Company has been ordered and will be out day after to-
morrow.

Let me know when I can come down and
bring the certificates of title and the contracts should
be made in the name of the Cuyamaca Water Company, a
corporation, who will sign the deed and the contract.
Neither Mrs. Fletcher nor Mr. Storn nor any individual
has any interest in the property that you are acquiring
excepting the Cuyamaca Water Company, a corporation, as
the new certificate of title will show.

Kindly give me a ring at your convenience
Friday.

Yours very truly,

EF/RC

February 2, 1932.

City of San Diego,
California.

Gentlemen:

Attention Mr. Daniels

Enclosed find report from the Union Title Insurance
Company, Order No. 245-165.

Referring to the exceptions, we are paying No. 6 today.

No. 7: We have paid the State Corporation Franchise
taxes.

No. 8: This easement is owned by the La Mesa, Lemon
Grove & Spring Valley Irrigation District.

No. 9: This easement we secured from Robert Alford
before we purchased the property, later we purchased it and you
are now getting a deed to it that which we have not heretofore
deeded to the district.

No. 10: This also applies, and our reply to No. 9
covers it.

No. 11: This is owned by the Irrigation District.

Nos. 12, 13 and 14: These are entirely eliminated
when the property is deeded to the city, and the city has the
right to dismiss the suit after acquiring ownership to the property.

No. 15: The water question seems to have been settled
and in deeding the property it only carries such rights as it now has.

Yours very truly,

CUYAMACA WATER COMPANY

By

President

EF:KIM

*Resolution no.
Ordinance no.*



CITY OF SAN DIEGO

SAN DIEGO, CALIFORNIA

OFFICE OF
CITY ATTORNEY

February 4, 1932.

The Cuyamaca Water Company, a corporation;
Ed Fletcher and Mary C. B. Fletcher;
The Cuyamaca Water Company, a co-partnership.

Gentlemen:

Reference is hereby made to that certain agreement authorized to be entered into on behalf of The City of San Diego and yourselves by Resolution of the Common Council, No. 57920, covering the purchase of lands and rights therein described. By the terms of said agreement you are required to furnish the City with certificates of title and policies of title insurance showing the said described lands to be free and clear of all encumbrances.

It appears, however, from the letter of Union Title Insurance Company dated February 1, 1932 (No. 245165), addressed to the Cuyamaca Water Company, that these lands are subject to certain easements and rights of way heretofore granted by you.

The City of San Diego will accept, as a compliance with the requirements of said agreement of purchase and sale certificates of title and policies of title insurance showing the title of said lands to be vested in The City of San Diego free and clear of all encumbrances, save and except in the following respects, to-wit:

(1) An easement and right of way over Sections 7 and 8, Township 15 South, Range 2 East, and other property, for water works and flume of the San Diego Flume Company, its successors or assigns, as granted by the City of San Diego to said Company by deed from Joseph W. Preaten, United States Indian Agent, dated January 16, 1888 and recorded in Book 190, Page 277 of Deeds.

(2) A right of way to construct and maintain a concrete pipe line over the Northwest Quarter of the Southeast Quarter of Section 8 hereindescribed, as

The Cuyamaca Water Company, a corporation, et al. - 9.

entitled La Mesa, Lemon Grove and Spring Valley Irrigation District, etc., Plaintiff, vs. The City of San Diego, a municipal corporation, Defendant.

(8) The effect of water, water contracts, or matters pertaining thereto.

The foregoing exceptions are permitted upon the understanding:

(1) That the easements and rights of way described in Exceptions 1, 2, 3 and 4 above, have been heretofore conveyed by you, and are now owned by the La Mesa, Lemon Grove and Spring Valley Irrigation District; and

(2) That the condemnation proceedings described in Exceptions 5 and 6 above, to-wit, Cases numbered, respectively, 51752 and 43617, may be dismissed by the City at any time hereafter, and that upon request you will execute or cause to be executed your consents to the dismissals of said actions, and that no costs or attorney's fees shall be claimed, assessed or awarded against the City by reason of such dismissals.

The City will instruct and authorize the Union Title Insurance Company in accordance with the matters contained in this letter.

Very truly yours,

THE CITY OF SAN DIEGO

By *A. B. Daniel*
Assistant City Attorney.

Accepted and approved this _____ day of February, 1932.

granted to James A. Murray and Ed Fletcher by Robert Alford by deed dated October 20, 1910, and recorded in Book 501, Page 908 of Deeds.

(3) The right to construct, use and maintain and replace an eight inch pipe line, six hundred feet, more or less, in length, to conduct and carry water from pumping station on the Southwest Quarter of the Northeast Quarter of Section 8 herein described, to the flume line in and thru said pipe line over the Northwest Quarter of the Southeast Quarter of Section 8 herein described, as granted to James A. Murray and Ed Fletcher by Robert Alford by deed dated September 16, 1913 and recorded in Book 631, Page 21 of Deeds, to which reference is hereby made for further particulars.

(4) An easement and right of way for police and sanitary protection over a strip of land 100 feet in width lying immediately adjacent to and adjoining the 710 foot contour line hereinabove mentioned.

(5) The final determination of an action commenced April 16, 1924 in the Superior Court of the State of California, in and for the County of San Diego, entitled The City of San Diego, a municipal corporation, Plaintiff, vs. The Cuyamaca Water Company, et al, Defendants, S. C. Case No. 41752, which said action was brought to condemn the Southeast Quarter of the Northeast Quarter of Section 7; the Southwest Quarter of the Northeast Quarter, and the South Half of the Northwest Quarter of Section 8 hereinabove described. The above described action has been transferred to Orange County, California.

(6) The final determination of an action commenced December 2, 1924 in the Superior Court of the State of California, in and for the County of San Diego, entitled The City of San Diego, a municipal corporation, Plaintiff, vs. Ed Fletcher, et al, Defendants (S. C. Case No. 43617), which said action was brought to condemn the South Half of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter, and Lot 3 of Section 8, above described. The above described action has been transferred to Orange County, California.

(7) The effect of an action pending in the U. S. District Court, Southern Division, Equity A-22,

Members of the Common Council
of The City of San Diego.

CITY OF SAN DIEGO

San Diego, California

February 4, 1952.

The Cuyamaca Water Company, a corporation;
Ed Fletcher and Mary C. B. Fletcher;
The Cuyamaca Water Company, a co-partnership.

Gentlemen:

Reference is hereby made to that certain agreement authorized to be entered into on behalf of The City of San Diego and yourselves by Resolution of the Common Council, No. 57920, covering the purchase of lands and rights therein described. By the terms of said agreement you are required to furnish the City with certificates of title and policies of title insurance showing the said described lands to be free and clear of all encumbrances.

It appears, however, from the letter of Union Title Insurance Company dated February 1, 1952 (No. 245165), addressed to the Cuyamaca Water Company, that these lands are subject to certain easements and rights of way heretofore granted by you.

The City of San Diego will accept, as a compliance with the requirements of said agreement of purchase and sale certificates of title and policies of title insurance showing the title of said lands to be vested in The City of San Diego free and clear of all encumbrances, save and except in the following respects, to-wit:

(1) An easement and right of way over Sections 7 and 8, Township 15 South, Range 2 East, and other property, for water works and flume of the San Diego Flume Company, its successors or assigns, as granted by the City of San Diego to said Company by deed from Joseph N. Preston, United States Indian Agent, dated January 16, 1888 and recorded in Book 150, Page 277 of Deeds.

(2) A right of way to construct and maintain a concrete pipe line over the Northwest Quarter of the Southeast Quarter of Section 8 hereindescribed, as granted to James A. Murray and Ed Fletcher by Robert Alford by deed dated October 20, 1910, and recorded in Book 501, Page 308 of Deeds.

(3) The right to construct, use and maintain and replace an eight inch pipe line, six hundred feet, more or less, in length, to conduct and carry water from pumping station on the Southwest Quarter of the Northeast Quarter of Section 8 herein described, to the flume line in and thru said pipe line over the Northwest Quarter of the Southeast Quarter of Section 8 herein described, as granted to James A. Murray and Ed Fletcher by Robert Alford

-2-

by deed dated September 16, 1915 and recorded in Book 651, Page 21 of Deeds, to which reference is hereby made for further particulars.

(4) An easement and right of way for police and sanitary protection over a strip of land 100 feet in width lying immediately adjacent to and adjoining the 710 foot contour line hereinabove mentioned

(5) The final determination of an action commenced April 16, 1924 in the Superior Court of the State of California, in and for the County of San Diego, entitled The City of San Diego, a municipal corporation, Plaintiff, vs. The Cuyamaca Water Company, et al, Defendants, . S. C. Case No. 41752, which said action was brought to condemn the Southeast Quarter of the Northeast Quarter of Section 7; the Southwest Quarter of the Northeast Quarter, and the South Half of the Northwest Quarter of of Section 8 hereinabove described. The above described action has been transferred to Orange County, California.

(6) The final determination of an action commenced December 2, 1924 in the Superior Court of the State of California, in and for the County of San Diego, entitled The City of San Diego, a municipal corporation, Plaintiff, vs. Ed Fletcher, et al, Defendants (S.C. Case 45617), which said action was brought to condemn the South Half of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter, and Lot 3 of Section 8, above described. The above described action has been transferred to Orange County, California.

(7) The effect of an action pending in the U.S. District Court, Southern Division, Equity A-22, entitled La Mesa, Lemon Grove and Spring Valley Irrigation District, etc., Plaintiff, vs. The City of San Diego, a municipal corporation, Defendant.

(8) The effect of water, water contracts, or matters pertaining thereto.

The foregoing exceptions are permitted upon the understanding:

(1) That the easements and rights of way described in Exceptions 1, 2, 3 and 4 above, have been heretofore conveyed by you, and are now owned by the La Mesa, Lemon Grove & Spring Valley Irrigation District; and

(2) That the condemnation proceedings described in Exceptions 5 and 6 above, to-wit, Cases numbered, respectively, 51752 and 45617, may be dismissed by the City at any time hereafter, and that upon request you will execute or cause to be executed your consents to the dismissals of said actions, and that no costs or attorney's fees shall be claimed, assessed

or awarded against the City by reason of such dismissals.

The City will instruct and authorize the Union Title Insurance Company in accordance with the matters contained in this letter.

Very truly yours,

THE CITY OF SAN DIEGO

By H. B. Daniel
Assistant City Attorney

Accepted and approved this _____ day of February, 1932.

Members of the Common Council
of The City of San Diego

February Fifth
1 9 3 2

Mr. H. B. Daniel,
Deputy City Attorney
City Hall
San Diego, California

My dear Mr. Daniel:

Enclosed find copy of letter that I have written the title company together with copy of letter to the city council for your information.

Yours very truly,

EF:ASK

Handwritten notes:
7-25-32
copy to
title
company
for
information
of
city
council
and
city
attorney



OFFICE OF
CITY ATTORNEY
CITY OF SAN DIEGO

SAN DIEGO, CALIFORNIA

February 5, 1932.

C. L. BYERS, CITY ATTORNEY
H. B. DANIEL, ASSISTANT

DEPUTIES
M. R. THORP
GILMORE TILLMAN
HARRY S. CLARK
H. W. HACHE

Mr. Ed Fletcher,
1020 Ninth Ave.,
San Diego, Calif.

My dear Mr. Fletcher:

I am in receipt today of your letter of the 5th inst., enclosing copy of your letter to Councilman Irey of the same date, together with copy of your letter of February 4th to the Union Title Insurance Company, with which latter letter you appear to have deposited certain deeds in a so-called escrow with that company.

Permit me to suggest to you that while we naturally have no objection whatever to your depositing deeds with the Union Title Insurance Company, or any other title company in the city, such an action of your part is premature so far as the contemplated deal between the city and yourself is concerned. There can be no escrow opened until the agreements of purchase and sale have been executed, and one of these original executed agreements is deposited with the Union Title Insurance Company as the basis of an escrow.

I take exception to several statements contained in your letter to Mr. Irey, particularly the one in which you state that I am trying to drive a hard bargain. Of course the fact is, as you must well know, that I am neither driving nor attempting to drive any bargain whatsoever. It is my duty to see that the city secures from you and your associates what it is proposing to pay for, no more and no less. The other misstatements in your letter may be passed without comment.

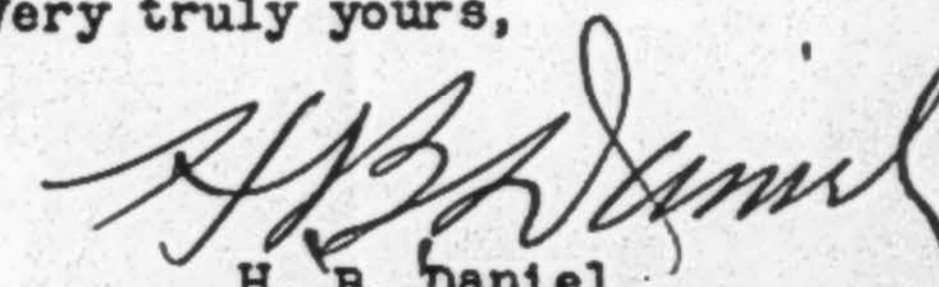
As heretofore stated to you several times verbally, the city's position with regard to the 37 acres of land in controversy between you and the La Mesa, Lemon Grove and Spring Valley Irrigation District, is precisely this;

Mr. Ed Fletcher - 2.

You offered to sell this parcel of land, together with other parcels, for a price approximately one hundred sixty odd dollars per acre. The City is willing to purchase at this figure if you can deliver a clear title, subject only to certain of the exceptions contained in the letter of the Union Title Insurance Company of February 1st. You now, and apparently for the first time during the negotiations, appear to entertain a doubt about your ability to convey this 37 acres. In other words, having heretofore positively assured us that the option claimed by the District upon this 37 acres is absolutely of no validity or force, you now see fit to take, if not directly the opposite position, at least the position that may be it is valid. Approximately \$6000.00 of the \$40,000.00 purchase price is represented by this 37 acre parcel. If the District has a legal right to compel you to convey this 37 acres to the District, under the alleged option, then the City would be paying you \$6000.00 for absolutely nothing. This is what you apparently desire the city to do, and is precisely what we are objecting to doing.

In conformity with our assurance to you of yesterday of our desire to co-operate, I immediately called upon Mr. Stearns, and urged that he secure a letter or resolution from the District relieving you from your present embarrassment in the situation. Mr. Stearns, however, asked that we await the return of Mr. Lee from Washington, which will be within the next few days, and Mr. Stearns indicated that in all probability Mr. Lee would be willing to advise the District to surrender whatever rights it may have under the alleged option in order that the transactions pending between the City and yourselves might proceed to a satisfactory conclusion.

Very truly yours,


H. B. Daniel
Assistant City Attorney.

HBD/S

February Sixth
1 9 5 2

City Attorney of San Diego
San Diego, California

Attention Mr. H. B. Daniel, Asst. City Attorney

Dear Mr. Daniel:

Answering yours of February fifth will say in our written offer to the City we called your attention to the fact of the option to the district.

You had in your possession a copy of the original option between the district and ourselves and you had full knowledge that whether invalid or not the option existed.

You went ahead without consulting us, drew up an agreement and we heard it read for the first time in the city council. You included conditions that we had never agreed to. To illustrate - This agreement calls for title free and clear with no exceptions, knowing, as you did, that there were a number of easements for rights of way, etc. Neither did you put a clause in the agreement protecting us from litigation by the La Mesa District if they attempted to exercise their option.

Now you ask us to discount \$6000 from that \$40,000 on that account, as I interpret your letter of February fifth. We will accept no discount.

The previous city councils in litigation have cost us over \$40,000 in condemnation suits and then failed to act. We are giving this land to the city for nothing. Justice and equity as well as the law compel the city to refund us our litigation costs over the condemnation of El Capitan if the suit is dismissed. If a settlement is made we waive our rights in relation thereto.

If I have made any mistatements, I wish to apologize, although I have not done so intentionally.

I appreciate your courteous treatment.

I call your attention to the fact that we have lived up to our moral obligations to the city. All papers are in

-2-

escrow with the title company. After the 29th of February next, if the City of San Diego are interested in El Capitan we will be glad to enter into new negotiations in relation thereto.

I have sent a copy of this letter to each of the councilmen.

Yours very truly,

COYAMACA WATER COMPANY

BY _____

EE:ASK

February 10, 1932.

City of San Diego,
San Diego, California.

Attention Mr. H. B. Daniel,
Assistant City Attorney.

My dear Mr. Daniel:-

I reread your letter of February 5th this morning and I should have added that our agreements, as you drew them and had them passed by the City Council, are all signed and ready for delivery.

I appreciate your assurance to co-operate and all we want is: First, a resolution from the City protecting us in case the District ever attempted to exercise its option, or, in lieu thereof; Second, allow a clause to be put in the Grant Deed which we have signed, subject to the rights of the La Mesa District, if any, under the terms of this option; or, Third, along the line you are suggesting, getting a resolution from the Irrigation District, waiving their rights in relation thereto.

Any one of these three plans will be agreeable and on receipt thereof, on or before the 29th day of February, 1932, the agreements that you drew up and which we have duly signed, will be ready for delivery.

Thanking you for your co-operation in the matter,

Yours very truly,

EF/RC



OFFICE OF
CITY ATTORNEY
CITY OF SAN DIEGO

SAN DIEGO, CALIFORNIA

Feb. 15, 1932.

C. L. BYERS, CITY ATTORNEY
H. B. DANIEL, ASSISTANT

DEPUTIES
M. R. THORP
GILMORE TILLMAN
HARRY S. CLARK
H. W. HACHE

Mr. Ed. Fletcher,
1020 Ninth Avenue,
San Diego, Calif.

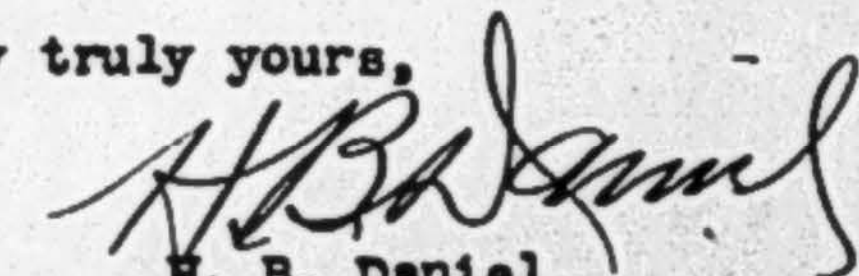
My dear Mr. Fletcher:

This is in acknowledgment of your letter of February 15th with which you transmit three copies of the agreement which you have dated January 26, 1932, which agreements are executed by the Cuyamaca Water Company, a corporation, by yourself as surviving member of the partnership, by yourself individually and Mrs. Fletcher and Mr. Stearns. As I understand your request, you wish me to have these agreements executed in triplicate by the Council and also have the Council approve our letter to you, dated February 4, 1932, in which the City agrees to authorize the Union Title Insurance Company to show the title to the lands described in the agreement as subject to the easements and other matters specifically mentioned in that letter. You also, as I understand it, wish me to hold all three copies of the agreement until you have received the resolution from the La Mesa, Lemon Grove & Spring Valley Irrigation District releasing you from any claim by the District arising out of the alleged option to convey certain lands between the 160' and 200' contours. This I shall be glad to do.

You understand, of course, that the basis of the proposed escrow between yourselves and the City is this purchase and sale agreement, and that until an executed copy of this agreement is deposited by you, together with proper deeds, with the title company that no escrow, so far as the City is concerned, has come into being.

As soon as you advise me that you are satisfied with your release by the District, the agreements between yourselves and the City will at once be deposited with the Title Company and become effective. Meanwhile, as stated, I shall be glad to hold them awaiting such word from you.

Very truly yours,


H. B. Daniel,
Assistant City Attorney.

HED/M

February 15, 1932.

Mr. H. B. Daniel,
Assistant City Attorney
San Diego, California.

Dear Sir:

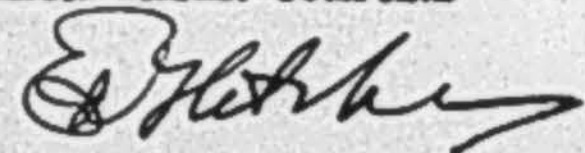
The Resolution drawn up by Mr. Lee, which you approved, the Directors of the La Mesa, Lemon Grove & Spring Valley Irrigation District will undoubtedly sign next Wednesday afternoon. They could not meet today.

They asked us to sign a floodage right easement at Cuyamaca before passing the Resolution. This we signed today.

In order to expedite matters, as Mr. Byers said he wanted the matter cleaned up as soon as possible, we are enclosing the three copies of the agreement between the Cuyamaca Water Company, a corporation, Ed Fletcher, as sole surviving co-partner of the Cuyamaca Water Company, Ed Fletcher and Mary C. B. Fletcher, husband and wife, and C. F. Stern, parties of the first part, and The City of San Diego, a municipal corporation, party of the second part, duly signed by the parties of the first part.

Please get the signatures of the city council, and hold all three copies of this agreement in your possession as per conditions of Escrow No. 245165 at the Union Title Insurance Company. It is understood that this agreement will not be recorded until approved by us in writing or until the escrow is closed, and that we are turning over the papers to you at this time simply to expedite matters, to be held until we are protected against any claim of the Irrigation District to lands between the 160 and 200 foot contour. Kindly acknowledge receipt of the agreements enclosed herewith.

Yours truly,
CUYAMACA WATER COMPANY

By 

Cuyamaca Water Company:

We acknowledge receipt of the 3 copies of the agreement above mentioned and will hold same in our possession as per terms and conditions hereinabove mentioned.

THE CITY OF SAN DIEGO

By _____

EF:KLM

February 16, 1932.

Mr. H. B. Daniel,
Assistant City Attorney,
City of San Diego,
California.

My dear Mr. Daniel:

Enclosed find certified copy of resolution passed by the Board of Directors of the La Mesa, Lemon Grove and Spring Valley Irrigation District, as prepared by Mr. Lee. I believe this resolution you approved.

Will you kindly have the City Council of San Diego pass the necessary resolutions?

I already have in my possession, and will deliver to the Union Title Company, the relinquishment asked for by the District, which will be delivered to them in compliance with their resolution passed on the 17th day of February, 1932, when our agreement re El Capitan lands is completed.

Will you please let us have the enclosed certified copy of resolution back for our files.

Yours very truly,

CUYAMACA WATER COMPANY

By 

EF:AS:M

Cuyamaca Water Company:

I acknowledge receipt of certified copy of resolution passed by the Board of Directors of the La Mesa, Lemon Grove and Spring Valley Irrigation District.

CITY OF SAN DIEGO

By 

asst city attorney.

Ed Fletcher Papers

1870-1955

MSS.81

Box: 6 Folder: 11

General Correspondence - Daniel, H.B.



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