

February 2, 1928.

Board of Directors,
La Mesa, Lemon Grove & Spring Valley
Irrigation District.

Gentlemen:

The following is an outline of the proposed amendments to the City of San Diego proposition which were brought up last evening.

Amendment to Paragraph # 1 - Our option on Mission Gorge No. 3 and our lands are to be included with our properties that are to be turned over to the City of San Diego. In connection with this paragraph Mr. Harritt stated that he thought the method stated to arrive at the costs of said properties would be fair.

Under no circumstances or conditions will we turn over Murray Dam to the City until the Southerland water is taken in through the flume.

Paragraph # 2 - This paragraph is to state that the District is not to exceed the average of 4 Million Gallons of water a day for the first year, not to exceed the average of 5 Million Gallons a day for the second year and not to exceed the average of 6 Million Gallons a day for the third year. In other words, the District should be allowed to take more than the 4 Million Gallons in one day if desired and take less when desired, and the yearly average of water taken to be 4 Million Gallons per day.

The 4¢ rate is approved. All bills are to be settled monthly by both parties.

Mr. Harritt stated that the City should agree to serve the flume users that are now getting water directly from the flume.

Bd. of D. 2-2-28.

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Paragraph # 3 - We are to be released from our obligation to serve the City with any part of the 10 Million Gallons. Mr. Harritt stated that we might get the City to supply the users outside of the Irrigation District. He also stated that we might make a maximum figure to put in the agreement that we are to pay for water exceeding the 6 Million Gallons if the Board think it advisable. However, if this is left open it should be with the provision that the Railroad Commission settle the price.

Paragraph # 4 - Not important.

Paragraph # 5 - This states that the agreement shall not be held to prevent the City from furnishing more than the maximum amount, but it does not bind them in any way. This clause should be thoroughly understood.

Paragraph # 6 - If any portion of the District is annexed to the City, perhaps they would permit us to take in the same acreage into the District and transfer the amount of water that was put on the annexed portion, to the property taken in the District. Mr. Harritt thinks it would be well if we would take Pepper Drive into the District.

Paragraph # 7 - There should be added to this paragraph "At the rates aforesaid". Mr. Harritt thinks that "through an act of God" should be omitted as this might cover most anything. Also, the Cities in the Irrigation District should get their proportion of water in case of drought on the same par as the City of San Diego. Some protective clause should be included in regard to curtailment in case of drought.

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Paragraph # 8 - This paragraph must not be included in agreement.

Paragraph # 9 - The City can not have Murray Dam until they put the Southerland water through the flume. The price of \$106,000 on Murray Dam is too little. The water in Murray Dam could be sold to the City at 10¢ per thousand gallons. This would mean approximately \$200,000.00

Yours very truly,

Ruth C. Drew

Ruth C. Drew, Secretary

RCD

*or may
But will put a pipe
line from El Capitan pipe line
if flume is not used - obligation
on part of city in advance
would be illegal*

MEMORANDA OF CERTAIN SUGGESTIONS TO BE INCORPORATED IN THE PROPOSED SETTLEMENT BETWEEN THE CITY OF SAN DIEGO AND THE LA MESA, LEMON GROVE & SPRING VALLEY IRRIGATION DISTRICT AS SAME HAVE BEEN SUBMITTED BY THE HONORABLE MAYOR HARRY C. CLARK AND HONORABLE LOUIS C. MAIRE.

Paragraph 1. Is acceptable.

Paragraph 2. Is acceptable.

Paragraph 3. Is acceptable.

Paragraph 4. The suggestion that we have on paragraph four (4) is that the District has certain obligations to meet in the payment of interest and retirement of bonds already issued. These bonds are not subject to call and even if picked up on the market would command a price considerably in excess of the amount realized by the District from their sale. Therefore, the payments by the City should be so arranged that the said payments would meet the interest and sinking fund so that the District can pay off their bonds as they fall due. Of course, the amount quoted of \$1,250,000.00 is approximate only and is subject to an actual audit of the books of the District.

The matter of the City paying off the entire amount of the cost price of the system seems to us to be difficult of accomplishment without subjecting the District to serious loss which, of course, must be avoided in some way. It appears to us on the face of it that such an arrangement would be difficult to accomplish in a manner fair to both parties.

Paragraph 5. The first part of paragraph five (5) is acceptable.

The second part - In our conversation a few days ago it was our understanding that after the expiration of the said three (3) years and after the City had developed additional

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water on the river that the rate for the additional water delivered to the City in excess of six million (6,000,000) gallons a day would be the water upon which the rates were to be determined by the Railroad Commission or a Board of Engineers. But since the District is already diverting this amount of water at a low rate, the District should receive up to the six million (6,000,000) gallons per day at the rate of four (4¢) cents per thousand (1,000) gallons and the price for additional water be determined by the said Board of Engineers or Railroad Commission. It was further stated at the conference that the method of arriving at the cost of such additional water would take into consideration the cost at which the District could develop said water and also the fact that the water would be used for irrigation purposes and not altogether for domestic purposes.

We feel that this paragraph requires a little clarification, also as to the maximum amount of water. As you know, the minimum amount of water required by the District under a maximum development is eleven million (11,000,000) gallons a day. This had been worked out and checked by State Officials and does not include the deliveries outside of the District area but contemplates the 18,000 acres now in the District only. This amount of water to lands now being served outside of the District will probably aggregate ultimately about three-quarters (3/4) of a million gallons daily.

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Paragraph 6. In lieu of paragraph six (6), we suggest the following: That the City will agree to carry the water from the Sutherland reservoir, now being constructed, through the flume into Murray Dam as a condition precedent to the turning over of Murray Dam to the City.

NOTE: Our reason for suggesting this change to the City is that we feel certain that such a procedure will be to the everlasting benefit of the City of San Diego for the following reasons: A pipe line connecting Sutherland reservoir with the flume is only 14½ miles in length, almost entirely of low pressure pipe. If the City takes over the system the flume must be rebuilt and maintained in any event and by utilizing this construction the water can be delivered from Sutherland into Murray which is at such an elevation that it will serve all parts of the City by gravity and will, therefore, materially reduce the pumping charges which the City will have to pay by bringing in the water from Sutherland through any other route and that the cost of the transportation of the Sutherland water will be materially reduced over any other route. In connection with this we wish to call your attention to the fact that by this means water from Sutherland can be passed through Murray reservoir and transferred from Murray by gravity to Lower Otay through existing facilities.

Paragraph 7. Is acceptable.

Paragraph 8. Change last portion as follows: Provided further, that should any portion of said District become annexed to the City of San Diego that the maximum amount of water agreed to be furnished shall be reduced in direct ratio that the area so annexed bears to the total area of the District.

Paragraph 9. We suggest adding to the end of the first paragraph of Section 9, the following: The City, however, will use due diligence in the installation of additional pumping plants, if necessary, during period of excessive drought and that the curtailment of the water to the District will not be made unless a similar curtailment be made to the City of San Diego.

The second from the last paragraph pertaining to the dismissal of the El Capitan suit. You gentlemen will understand that this suit was forced upon the District and we understand that the procedure is, when such a suit is dismissed the party bringing such suit is responsible for the costs of the suit and we feel this should be the case in connection with the El Capitan suit, this being a legal claim.

The last paragraph: The people in the District are only anxious to compromise in order to end their cost of litigation and we feel sure that if they are forced to carry a part of the burden of the litigation further that it will react against the adoption of any compromise with the City. The City should, therefore, bear the entire cost of the Paramount Right litigation.

The above suggestions are simply thoughts which have occurred to us in reading over the tentative outline as submitted. We feel that we should meet with you gentlemen immediately and discuss these various points which have occurred to us and by so doing, frame up tentative proposition to be submitted to the Board of Directors of the District and the City Council.

DIRECTORS
IRA C. ROBINSON, LA MESA, NO. 1
H. A. HALL, LA MESA, NO. 2
WM. H. WEST, LEMON GROVE, NO. 3
WM. H. SPERRY, SPRING VALLEY, NO. 4
FRANK R. BEATTY, EL CAJON, NO. 5
JNO. C. SCOTT, ASSESSOR-COLLECTOR
C. L. GROGAN, TREASURER

*La Mesa
Dir*

LA MESA, LEMON GROVE & SPRING VALLEY
IRRIGATION DISTRICT
105 SOUTH SPRING STREET
LA MESA, CALIF.

OFFICERS
IRA C. ROBINSON, PRESIDENT
C. HARRITT, GENERAL MANAGER
T. H. KING, ENGINEER
RUTH C. DREW, SECRETARY
SWEET, STEARNS & FORWARD
ATTORNEYS, UNION BUILDING
SAN DIEGO, CALIFORNIA

July 5th, 1928.

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

Dear Sir:

Some time ago you wrote a letter to the Board of Directors regarding the pumping of water on Mount Helix and Grossmont. This was referred to our Engineer, Mr. King to make a report on. We are inclosing herewith a copy of his report on the situation. No action was taken by the Board in regard to this.

Yours very truly,

Ruth C. Drew

Ruth C. Drew, Secretary.

RGD

(COPY)

THOMAS H KING
920 Eighth Street,
San Diego, Calif.

June 29th, 1928.

Board of Directors,
La Mesa, Lemon Grove & Spring
Valley Irrigation District,
La Mesa, California.

Gentlemen:

In reply to your inquiry concerning the pumping of water for the service on Grossmont and Helix, the surveys of the line running from the point below the Helix Dam up the draw and around to the East side of Mount Helix a short distance have been made.

The plan at that time contemplated a 200,000 gallon tank on the East side of Mount Helix. Colonel Fletcher, however, later said he did not care to have a tank on his property but would give the necessary land for a reservoir which would be sunk in the ground. The cost of the two of equal capacity would be approximately the same, I think, although I have no figures on the reservoir constructed as Mr. Fletcher desires. The estimate follows:

2300 Lin. Ft. Trench	at 50¢	\$ 1,150.00
2300 " " 8" Pipe	at \$1.20	2,760.00
200,000 Gallon Reservoir	- - - - -	5,000.00
Pump House and Pump	- - - - -	5,000.00
1000 Fittings		250.00
		<u>\$ 14,160.00</u>
10% for Contingencies		1,416.00
Allowance for Engineering		<u>1,416.00</u>
Total		\$ 16,992.00

Board of Directors,
La Mesa, Lemon Grove & Spring Valley Irrigation District.

Page Two.

June 29th, 1928.

This contemplates a lift of 358 feet in elevation between the tank and the pump. The net lift would be variable. The maximum head including the height of the reservoir and friction head would be 395 feet from which may be deducted the head of water behind the Helix Dam so that the pump will have to be designed to operate efficiently between the following limits:

Minimum lift	350 feet
Maximum lift	400 feet

Installation should be made so that the present pumping plant will have one-half of the capacity only for the territory to be served and provision made so that the pumping plant may be duplicated. The size of the pipe line may be subject to a change when you are ready to put in the pumping plant due to the area served and the cost of pipe and power for pumping. This should be determined at the time you are ready for installation. But the changes in these details will not entail a very serious change in cost and it is safe to assume this complete installation can be made at an approximate maximum expenditure of \$18,000.00.

Yours very truly,

T.H. KING (SIGNED)

RHK au

T. H. King.

DIRECTORS

IRA C. ROBINSON, LA MESA, NO. 1
R. M. LEVY, LA MESA, NO. 2
WM. H. WEST, LEMON GROVE, NO. 3
WM. H. SPERRY, SPRING VALLEY, NO. 4
FRANK R. BEATTY, EL CAJON, NO. 5

LA MESA, LEMON GROVE & SPRING VALLEY
IRRIGATION DISTRICT
105 SOUTH SPRING STREET
LA MESA, CALIF.

OFFICERS

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C. HARRITT, GENERAL MANAGER
C. L. GROGAN, TREASURER
RUTH C. DREW, SECRETARY
JNO. C. SCOTT, ASSESSOR-COLLECTOR
STEARNS, LUCE & FORWARD
ATTORNEYS

May 2nd, 1929.

Colonel Ed. Fletcher,
1020 Ninth Street,
San Diego, California.

Dear Sir:

We are in receipt of your check in the sum of \$300.00 which you state is on "account of putting Villa Caro lands in the Irrigation District." We assume that this is to apply on the purchase price of East San Diego Villa Heights lands and are therefore inclosing form for application of purchase of some of these lots for you to fill out, sign and return to us. We can fill in the description of the lands you will purchase if you have no preferences in the matter. However, in order to do this we will have to have the exact acreage and description of the lands in Villa Caro Heights which you wish included.

Yours very truly,

Ruth C. Drew

Secretary

RCD

May 4th, 1929.

La Mesa, Lemon Grove & Spring Valley Irrigation District,
La Mesa, California.

Gentlemen:

Answering yours of May 2d, enclosed herewith find map showing lands marked in red that are sold in Villa Caro. Lots that are not sold are not marked.

What we desire to purchase is the East San Diego Villa Heights lands. I am signing the application. I assume that roads will be excluded in determining the acreage, whatever is your custom.

Attached hereto is legal description of the pieces of property sold, where only parts of lots have been deeded. It is my understanding that there is sufficient water already allocated to this property to take care of the property that has been sold, so if you will kindly figure out what the net acreage is on my personal property I will be glad to send you a check.

If there is not enough water allocated to the lots that have been sold please let me know, but I think as a matter of equity the entire Villa Caro Heights, and Villa Caro property as per map should be included in the district. It will then be one continuous strip from the flume line to and including the City of El Cajon.

Thanking you kindly for handling this matter for me in a manner mutually satisfactory, I am

Yours very truly,

EF:KLM

P. S. Since writing the above Mr. Shropshire has figured the acreage as per the attached statement, showing an acreage for Fletcher of 28.75 acres.

Data furnished Mr Fletcher

Acreage in Villa Caro Hts No 2 and in
Lots 1 to 6 Inc in Villa Caro Hts. re inclusion into
L.M. LG & SV Irrig Dist

5/9/1929

Villa Caro Hts Map # 1345 - Acreage Planimetered

Lot	Ac.	Deeded	Contract	Fletcher
3a	216.5	.13		
3b	11	.11		
4b	15	.15		
5a	15	.15		
5c	10		.10	
Lots 1, 2, 4a, 5b & 6	140			140
		.54	.10	1.40

Villa Caro Hts. No 2 Map 1579

Lot	Ac.	Deeded	Contract	Fletcher
1, 2, 410	2.22	2.22		
3a	.20	.20		
11a	.11	.11		
18a	.40	.40		
17	.53	.53		
23	.52	.52		
24	.52	.52		
29b	.14		.14	
29c	.14		.14	
46a	.33	.33		
47a	.24	.24		
47d	.20		.20	
Balance in V.C. Hts #2	27.13			27.13
Total Net Acreage in Parcels listed above	34.72	5.61	.58	28.53

*write these
instructions -
along with ac.
sent to District*

DIRECTORS

IRA C. ROBINSON, LA MESA, NO. 1
R. M. LEVY, LA MESA, NO. 2
WM. H. WEST, LEMON GROVE, NO. 3
WM. H. SPERRY, SPRING VALLEY, NO. 4
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LA MESA, LEMON GROVE & SPRING VALLEY
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105 SOUTH SPRING STREET
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RUTH C. DREW, SECRETARY
STEARNS, LUCE & FORWARD
ATTORNEYS

June 27, 1929.

Colonel Ed Fletcher,
1020 9th St.,
San Diego, Calif.

Dear Colonel:-

Referring to your application to purchase property in Dictionary Hills and petition to have the same excluded from the District in connection with an application to include lands now owned by you within the District, you are advised that the following procedure should be followed:

1. Deposit the sum of \$2700.00, being the balance due on the purchase of Dictionary Hill property, in bank with instructions to deliver said sum of money to the Irrigation District upon the filing with the bank of a Certificate by the President and Secretary of the Board of Directors to the effect that a resolution has been passed including your thirty acres in Villa Caro Heights.

2. Upon being notified by the bank that this sum of money has been deposited, with the above mentioned instructions, we will furnish you with a deed to the Dictionary Hill property. It is necessary for us to deliver the deed in order that you may properly recite

Col. Ed Fletcher #2.

6-27-29

that you are the holder of title to the Dictionary Hill property, which you are petitioning to have excluded.

3. We will, at this time, also deliver you a petition for exclusion of lands described in the above mentioned deed, and also a petition for inclusion of your Villa Caro Heights lands, both of which should be signed and returned to this office with a check for \$51.00 to cover the cost of advertising notices, which must be published, of the filing of these petitions. The Irrigation District Act requires that the Secretary shall collect the cost of advertising before publishing notices of the filing of the petitions, therefore, it is necessary to deposit, with her, the amount estimated necessary to cover such costs.

4. As a further requirement, it will be necessary that the inclusion fee of \$25.00 per acre, totalling \$750.00 for your 30 acres in Villa Caro Heights be paid prior to, or at the time of the passage of the resolution including your lands, the date for action thereon having been set for August 5th. I might add, that in order to have your land included on this date, it will be necessary to have the transaction, above outlined, completed, and the petitions for inclusion and exclusion in our hands by July 5th, as notices must be prepared for the press

Col. Ed Fletcher #3.

6-27-29

and delivered to them not later than July 5th, in order that they may be printed for four weeks prior to the date of the hearing on August 5th.

We have suggested the deposit of \$2700.00 with the Bank instead of the payment of that sum to us in order that you may have some measure of protection and not be required to pay out that money until the petition for inclusion has been acted upon. In making the deposit, we suggest that you fix a time limit within which the resolution is to be passed, but that such time limit be ample. In a similar case just perfected, the First National Bank notified us that it held a sum of money which it was instructed to deliver to us after the Board of Directors passed a resolution and a certificate of that fact was filed with the Bank within ninety (90) days from the date of the deposit. Such time limit is satisfactory to the District.

Very truly yours,

E. P. Hyatt

E. P. Hyatt, Ass't. Manager.

La Mesa, Lemon Grove & Spring Valley
Irrigation District.

EPH:AC

November 13th, 1929.

Board of Directors
La Mesa, Lemon Grove & Spring Valley Irrigation Dist.,
La Mesa, California.

Gentlemen:

We agreed to give you .14 of an acre as shown by Block 9, Villa Caro Heights. This was in our contract of sale. Since then, you have asked, thru Mr. Shropshire, for .42 of an acre, and have never required easements for rights of way across our property at Villa Caro.

I will be glad to give easements for rights of way at any time under some mutually satisfactory conditions which I am sure you will be satisfied with.

I wish you would place a value on the additional property you need and let us agree in relation thereto so that a deed can be executed and the matter cleaned up to the satisfaction of all parties.

It goes without saying that if we can't agree on the value of the property, the question of value will be left to arbitration in the usual manner.

Yours very truly,

EF:GMF

DIRECTORS

R. BRUCE CARMICHAEL, LA MESA, NO. 1
R. M. LEVY, LA MESA, NO. 2
WM. H. WEST, LEMON GROVE, NO. 3
WM. H. SPERRY, SPRING VALLEY, NO. 4
FRANK R. BEATTY, EL CAJON, NO. 5

LA MESA, LEMON GROVE & SPRING VALLEY
IRRIGATION DISTRICT
105 SOUTH SPRING STREET
LA MESA, CALIF.

OFFICERS

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C. HARRITT, GENERAL MANAGER
C. L. GROGAN, TREASURER
RUTH C. DREW, SECRETARY
IRA C. ROBINSON, ASSESSOR-COLLECTOR
STEARNS, LUCE & FORWARD
ATTORNEYS

April 21st, 1930.

Colonel Ed. Fletcher,
1020 Ninth Street,
San Diego, California.

Dear Sir:

Herewith inclosed please find the letter from Peirce, Fair & Co. to you and Mr. Harritt's answer to same, which I am forwarding to you at his request.

Yours very truly,

Ruth C. Drew

Secretary
LA MESA, LEMON GROVE & SPRING VALLEY
IRRIGATION DISTRICT.

RCD

July Twentieth,

1 9 2 9

Mr. Wm. H. Sperry,
c/o La Mesa Irrigation District,
La Mesa, Calif.

Dear Mr. Sperry:

Enclosed find copy of letter I am sending practically
every consumer of the La Mesa Irrigation District,
together with a copy of Judge Sloane's brief.

Yours truly,

EF:AK

September Twelfth,

1 9 3 0

La Mesa Irrigation District,
La Mesa,
California.

Gentlemen:

I own the following described property:

El Cajon Valley Company's Lands
Beg. at pt which is S. 76° 40'
East 20 ft. from SW cor. Lot 86;
Th s 400 ft; th. W. 20 Ft; th S.
282 ft. Th E. 422.3 ft; th N. 682 ft;
th W. 402.3 ft to beg in Timber
Reserve 8 Lot 86.

I desire to see the Irrigation District get its
water rights free of all cost.

I suggest that you write the enclosed letter to
the Board of Supervisors and if they are interested
either in a lease or purchase I will be glad to
deliver title to you so that you may enter into a
contract with them to lease or purchase.

In any event, you are going to secure all the water
rights to the property excepting sufficient water
to properly irrigate the land and it will all be
without cost to you, you assuming no obligations what
so ever.

Yours very truly,

EF:ASK

DIRECTORS

R. BRUCE CARMICHAEL, LA MESA, NO. 1
R. M. LEVY, LA MESA, NO. 2
WM. H. WEST, LEMON GROVE, NO. 3
WM. H. SPERRY, SPRING VALLEY, NO. 4
FRANK R. BEATTY, EL CAJON, NO. 5

LA MESA, LEMON GROVE & SPRING VALLEY
IRRIGATION DISTRICT
105 SOUTH SPRING STREET
LA MESA, CALIF.

OFFICERS

FRANK R. BEATTY, PRESIDENT
C. HARRITT, GENERAL MANAGER
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RUTH C. DREW, SECRETARY
IRA C. ROBINSON, ASSESSOR-COLLECTOR
STEARNS, LUCE & FORWARD
ATTORNEYS

October 9, 1930.

Colonel Ed. Fletcher,
1020 Ninth Street,
San Diego, California.

Dear Sir:

Your letter of September 12th regarding certain lands owned by you which you desired us to offer for lease or sale to the Board of Supervisors, was taken up with the Board of Directors at their last meeting.

It was ordered by the Board that the letter you prepared be sent to the Board of Supervisors providing satisfactory arrangements can be made between yourself and the District and the matter was referred to Attorney Lee for the purpose of making such arrangements.

Yours very truly,

Ruth C. Drew

Secretary
LA MESA, LEMON GROVE & SPRING VALLEY
IRRIGATION DISTRICT

RCD

RESOLUTION RELATING TO NEGOTIATIONS FOR
JOINT USE OF MURRAY RESERVOIR

WHEREAS, the City of San Diego is proposing to construct and build a new reservoir, known as the Chollas Reservoir; and
WHEREAS, the La Mesa, Lemon Grove & Spring Valley Irrigation District owns Murray Reservoir, which said reservoir is so located that it could be used by the City for the purposes for which it intends to construct said Chollas Reservoir; and

WHEREAS, the said Murray Reservoir is of sufficient capacity to justify the joint use thereof by said City and by said Irrigation District;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Directors of the La Mesa, Lemon Grove & Spring Valley Irrigation District that said District will entertain a proposition from the City of San Diego for the joint use of said Murray Reservoir by said City and said District upon such terms and conditions as would be to the joint benefit of said City and said District; and

BE IT, AND IT IS HEREBY FURTHER RESOLVED that the Common Council of the City of San Diego be notified that the Board of Directors of said Irrigation District is willing to negotiate an agreement which would have for its purpose a conveyance to the City of San Diego of the right to use the said Murray Reservoir upon terms mutually advantageous to said City and to said District.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Common Council of the City of San Diego.

Passed and Adopted this 14th day of October, 1930.

October Sixteenth,
1 9 3 0

La Mesa Irrigation District,
La Mesa,
California.

Gentlemen:

In consideration of \$1.00, the receipt of which is hereby acknowledged, I offer to you for three months from date an option to purchase the following described property.

El Cajon Valley Company's Lands
Beg. at pt which is S. 76° 40'
East 20 ft. from SW cor. Lot 86;
Th. S. 400 ft. th. W. 20 Ft;
Th. S. 282 ft. Th E. 422.3 ft; Th.
N. 682 ft; th. W. 402.3 ft to beg
in Timber Reserve 8, Lot 86.

The purchase price is \$6,000 either on reasonable terms or cash. If terms the rate of interest is 6%.

I will accept \$1000 cash and \$1000 a year, furnishing clear title, excepting state and county taxes that are due and payable this fall and thereafter and subject to any assessments for rights of way or reservations now of record.

The property is improved with a good house and barn, splendid pumping plant and includes several acres of good alfalfa land.

Time is the essence of this option.

If the county desires to lease the property with an option to purchase for two or three years I will lease same to you for \$50 a month with an option of purchase as above based on arrangements you may make with the county.

Our whole object in giving you this option is to

(copy)

[LA MESA, LEMON GROVE &
SPRING VALLEY IRRIGATION
DISTRICT]

November 28, 1930.

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

Gentlemen:

Having been notified that the Common Council of the City of San Diego on the 28th day of November, 1930, requested the La Mesa, Lemon Grove & Spring Valley Irrigation District to submit to the Council a written proposal of settlement of all differences between the City of San Diego and said Irrigation District as to the right to the use of the water of the San Diego River, and the Members of the Board of Directors of said Irrigation District upon consideration of said request having determined that such proposal should be made, upon condition that in making the same no construction shall be so placed thereon as to affect the present status of proceedings either in the courts or the Department of the Interior, and that the rights of each of the parties to the proposed agreement shall remain unaffected by this proposal until such time as an agreement is actually reached, hereby suggests to the Honorable, the Common Council of the City of San Diego, the following as a basis for a proposed settlement:

1. That the City of San Diego buy from the Irrigation District Murray Dam and Reservoir lands, the El Capitan dam and Reservoir lands owned by the District, which must include all lands included in the Santa Ana condemnation suit which are owned by the District, and also eighty (80) acres adjoining belonging to the Cuyamca Water Company; the lands in the Mission Gorge Reservoir site, about 400 acres owned by the Irrigation District; all lands owned by the Irrigation District at Mission Gorge Site No. 3. The price to be fixed by the District and your Honorable Body, or fixed by arbitration in the usual manner.

Exhibit
B

November 28, 1930.

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

Gentlemen:

Having been notified that the Common Council of the City of San Diego on the 28th day of November, 1930, requested the La Mesa, Lemon Grove & Spring Valley Irrigation District to submit to the Council a written proposal of settlement of all differences between the City of San Diego and said Irrigation District as to the right to the use of the water of the San Diego River, and the Members of the Board of Directors of said Irrigation District upon consideration of said report having determined that such proposal should be made, upon condition that in making the same no construction shall be so placed thereon as to affect the present status of proceedings either in the courts or the Department of the Interior, and that the rights of each of the parties to the proposed agreement shall remain unaffected by this proposal until such time as an agreement is actually reached, hereby suggests to the Honorable, the Common Council of the City of

San Diego, the following as a basis for a proposed settlement:

1. That the City of San Diego buy from the Irrigation District Murray Dam and Reservoir lands, the El Capitan dam and Reservoir lands owned by the District, which must include all lands included in the Santa Ana condemnation suit which are owned by the District, and also eighty (80) acres adjoining belonging to the Guyanona Water Company; the lands in the Mission Gorge Reservoir site, about 400 acres owned by the Irrigation District; all lands owned by the Irrigation District at Mission Gorge Site No. 2. The price to be fixed by the District and your Honorable Body, or fixed by arbitration in the usual manner.

furnish you with the necessary riparian rights to protect you as far as possible.

Yours very truly,

EF:ASK

2. The Irrigation District will convey to the City of San Diego, without any further consideration except that which flows from the other obligations herein agreed upon and assumed:

(a) Five hundred (500) acres, or thereabouts, of water-bearing gravels lying above and below and adjacent to the El Monte pumping plant and including such El Monte pumping plant, and all lands in the San Diego River bottom lying between El Capitan dam site and Lakeside which the District owns.

(b) All rights of the District to the Fletcher dam site and reservoir lands.

(c) The Cuyamaca dam and reservoir lands, approximately eleven hundred (1100) acres of land, whatever the district owns, subject to the hunting, fishing and boating rights heretofore granted to the Cuyamaca Water Company, which contract has approximately ten (10) years to run.

(d) The diverting dam near the mouth of Boulder Creek; all rights of way, entire flume line which includes San Creek, South Fork and Chocolate steel and concrete siphons, a mile and a half of tunnel, and all of the distribution lines of the Irrigation District, including also Murray Hill, Eucalyptus and Mt. Helix reservoirs

3. The Irrigation District will pay all of its own outstanding bonds, both principal and interest.

4. The City to agree that it will, to the extent that it is possible to do so with the distribution facilities which are by the District conveyed to the City, furnish water to the consumers within the District, under the same conditions, regulations and rates at which water

is now furnished by the District, provided, that such rates may after ten (10) years be changed and fixed at such rate as may be by the State Railroad Commission of the State of California found to be reasonable taking into consideration the actual cost of delivering such water, and that the same may hereafter be again so changed at ten-year periods.

5. It is recognized, however, that the main flume line now owned by the District will of necessity be rebuilt within about five (5) years, and it is agreed that when the time comes to rebuild the said main flume, the cost of reconstruction or replacement by pipe lines to render the same service now rendered by such flumes, then the cost of such reconstruction or replacement with pipe lines is to be borne by the City and the Irrigation District in proportion to its use each year by the City and the District. The reconstruction of such flume or conduit shall be financed by the City of San Diego in the first instance, and the District's proportion of such cost shall be paid annually one-fortieth part with five per cent, (5%) interest each year until paid for; provided, that should the City issue bonds for the purpose of such work, then the District will pay annually its proportion of interest and sinking fund on such bond issue.

The matter of how much of the said flume and main pipe line shall be reconstructed, and when and of what material shall be determined by The City of San Diego, and should it be found more profitable to abandon that portion of the main flume which lies above the El Capitan Reservoir site and to pump water from a reservoir to be constructed by the City upon such site into such main flume at or near such reservoir site, then the cost of such pumping of the water which is so delivered to the Irrigation District consumers shall be charged against the Irrigation District, and paid for by the District, or its consumers.

6. Should any of the lands now served by the District be annexed to The City of San Diego, the amount of water to be delivered to the District shall be reduced proportionately and such lands pay City rates for water.

7. The amount of water so to be supplied by the City to the said Irrigation District consumers for irrigation purposes shall not be to exceed Four Million (4,000,000) gallons daily on the average, nor upon any one day greater than the greatest previous amount delivered to consumers of approximately Ten Million (10,000,000) gallons, nor at any time greater than can safely be delivered through the system in use for the delivery thereof.

8. Such contract, before it becomes binding upon either the City or the Irrigation District, shall be submitted to the electors of The City of San Diego, and approved by a majority of the electors of said City voting upon the subject at such election, and The City of San Diego must have received a patent from the United States for the Indian Reservation lands, for which application is pending.

9. It is recognized that there may be legal difficulties in carrying out the foregoing proposal, if accepted, and therefore this proposal, if accepted, shall not be deemed a contract between the parties, but rather as an agreeable basis of settlement which, if accepted in principle, requires a contract in detail, prepared with care, and possibly some change in method of accomplishing the desired end, and possibly some legislation.

10. Should this proposition, therefore, be accepted in principle by The City of San Diego as a basis for future contracts, then you are requested to have your attorney confer with the attorney for the Irrigation

District, and to present a form of contract for adoption by the City and the Irrigation District, if found acceptable.

MEMBERS OF THE BOARD OF DIRECTORS OF
THE LA MESA, LEMON GROVE & SPRING
VALLEY IRRIGATION DISTRICT.

CH/RD

December 10th, 1930.

Board of Directors,
La Mesa Irrigation District,
La Mesa, California.

Gentlemen:-

I have been approached several times in connection with an independent sale to the city of Mission Gorge No. 3 and all those lands that I control between Mission Gorge No. 3 and Mission Gorge No. 2.

Engineer O'Shaunessy, of San Francisco, Major Oldburg, who built the Cobridge Dam and for twenty years was hydraulic engineer for the United States government, also Colonel Leeds and other engineers, including former State Engineer McClure, urged that the first dam on the San Diego River to be built should be No. 3, to an elevation of about 30 feet, flooding the lands back to Dr. Good's property, only, spoiling 150 to 200 acres of farming land.

The evaporation losses would be as low as of any lake in the county and the cost of water developed with a single arch type of dam is not to exceed six or seven cents a thousand gallons.

I am writing to ask your directors if there is any reason to protect your interest why, if I did get an opportunity to sell this property, it should not be done. So far as possible, I desire to protect the interests of the district first, as your Board of Directors have cooperated with me, the idea being that when you sell, my property goes with it. There is a possibility of an opportunity today to sell my lands in Mission Gorge No. 3 independently, but I have no intention to do it without your full approval in advance, in case the opportunity arises. I would appreciate your reply in relation thereto.

Personally, I can't see where, if an opportunity comes for me to sell, it would interfere with the District's future in any way, but my plan is to stay with the District to a finish until the whole water question is settled, as originally planned.

Yours very truly,

EF/RC

January 9th, 1931.

Board of Directors,
La Mesa Irrigation District,
La Mesa, California.

Gentlemen:-

Under date of January 8th, the city of San Diego asked us for a price on the property legally described in the enclosed letter, being the three forties from El Capitan Dam site No. 2, running up the stream Eastward to Chocolate Creek. My answer is explanatory.

It's my understanding that, if the \$248,000.00 settlement is made, we are to get \$40,000.00 for the Mission Gorge No. 3 Dam site, which we own, and all the lands described in the option which we gave you to purchase for \$150,000.00 between 2 and 3. The other \$8,000.00 to cover the cost of the lands above the 710 foot contour at El Capitan.

There is more interest today in Mission No. 3 than ever before. Many citizens of San Diego are appreciating the value of same rather than spending four to six million at Mission No. 2 at the present time, and I would not be surprised to see a compromise made that each can accept, the El Capitan followers and No. 2.

If the above is not your understanding as to the amount coming to us in case an adjustment is made, between the city and the district, please let me know.

I would appreciate if you would write a letter confirming same, all as per my understanding with Mr. Harritt.

Yours very truly,

EF/RC

February 11, 1931.

La Mesa, Lemon Grove & Spring Valley Irrigation District,
La Mesa, California.

Attention Mr. Wm. H. West

My dear Mr. West:

I was informed that you had been appointed by the Directors a committee of one to negotiate the lease and possible sale of the six acres adjoining Thum, above Lakeside, with the County for county road station purposes. I am in favor of the District making a lease with the county, with the option to purchase for \$6000.00, and submit a form of lease and option agreement which is satisfactory to me, and which the Board of Directors of the District may sign if it meets with their approval.

I know the District is hard up for funds. It has been a pleasure for me to get the water rights for your District and Lakeside on the Thum lands, which were donated as a public park.

There is a water right in connection with these lands irrespective of a paramount right, and this is another piece which I want to see the La Mesa District secure the water rights on, in fact without cost. In fact, I want to see the District get everything from the bridge to the El Monte pumping plant.

If this deal is put over with the county, the District will own all of the water rights appertaining thereto, excepting that water right necessary to take care of the six acres.

I am negotiating to sell the 200 or 300 acres just above, and hope to reserve the water rights for the District on this piece as well, the tract lying just west of the El Monte pumping plant, not yet acquired by the District.

I see by the papers that Cosgrove recognizes that there are 3000 or 4000 acres along the San Diego

-2-

River that must be taken into consideration, and it's a cinch no court on earth is ever going to take that water away, in my opinion.

With kind personal regards, I am

Sincerely yours,

EF:KLM

May 2nd, 1931.

Board of Directors,
La Mesa, Lemon Grove & Spring Valley Irrigation District,
La Mesa, California.

Gentlemen:-

I have tried to assist the La Mesa Irrigation District in every way, particularly in the protection of their water rights on the river.

As you will remember, it was my suggestion that the Thum lands be deeded to the county as a park and a reservation made of the water rights to the La Mesa District and the Lakeside Irrigation District, jointly, some 200 odd acres of riparian land, taking in some of the best gravels on the San Diego River and which you get for nothing.

I was trying to do the same thing for you in the matter of the sale of the 6 acres of the Aul property to the county for a county road camp, by giving you a lease and an option to buy property that I purchased a year or more ago from Aul and which the committee of the Grand Jury recommended should be acquired for that purpose.

By handling it through your district, you secured these water rights free of charge. You will find some day, even if the Paramount Right is finally settled in favor of the City that these secondary rights have a value.

I had agreed in writing to an option and had been ready to sign with you for months but, unfortunately, your representative went before the Board of Supervisors and spilled the beans, and told the board that you were only interested in the water rights with the result that the Board of Supervisors probably will want all the water rights instead of the plan which we worked out with Mr. Harritt, i. e., to give the county just enough water for their own purposes, reserving the balance for the district.

Board of Directors,
La Mesa Irrigation District.
#2

May 2, 1931.

The point I make is this: There is a well defined rumor that the city is going to put pumping plants above and below you as near as they can, and suck you dry. This we want to stop and much as we can and protect your water supply as much as possible.

The county at all times works in with the city and gives them anything they want. If the county buys this piece of land with the water rights, the city will have no trouble in getting permission to put down one or two wells there on this land, suck not alone their own but all the under-ground waters of the Thum property adjoining and, for probably a paltry sum, furnish water to the county for its county farm on this six acres. It can vitally affect also the under-ground waters of your present wells, only a short distance away.

I have it on definite authority that they are negotiating to buy one or two pieces above you just a short distance and by all means you should tie them up under option and not let the city get in anywhere near above or below you, if possible. If they own the physical properties and can get into your basin, they are going to vitally hurt you by pumping but, if you can keep them far enough away, I am sure no court on earth will ever allow them to enjoin your pumping, therefore your own particular basin will be protected.

I sincerely trust that you will tie up under option all the lands from the Thum property on the West to the Foster property on the East, so that the city can't get in onto the property and put down wells to suck your present plant dry.

I still maintain that you should take this lease from me for one or two years for \$30.00 a month, with an option to buy for \$6,000.00, for a one, two, or three year period, and, if the county wishes to buy it, they can buy on your terms.

Board of Directors
La Mesa Irrigation District
#3

May 3, 1931.

The County Road Superintendent and his outfit was forced to get out of the town of Lakeside on a protest and petition from the Lakeside people. They are occupying this property now and can find nothing better in that section for the money. It includes six or seven acres part of it in alfalfa, a splendid pumping plant and concrete water system, a large 7 room house, barn, and an ideal place for this purpose. It cost Mr. Aul between seven and eight thousand dollars. He was threatened with foreclosure from the Cuyamaca State Bank on a three or four thousand dollar mortgage, had not paid his interest or any principal for a long time, so I gave Mr. Aul \$500 for his equity and bought the property. I expect to make something out of the deal but I am writing this full explanation, as I feel that the district directors do not realize the situation you are in and what you have in store for you if you don't protect your underground water resources.

If you do not take favorable action on this matter at your next meeting, I shall sell direct to the county without any reservation of water rights.

Yours very truly,

EF/RC

May 7th, 1931.

Miss Alice:-

Enclosed find copies of my letter to the La Mesa District which is very important and should be put among my water papers.

E. F.

May Seventh,
1 9 3 1

Board of Directors,
La Mesa, Lemon Grove & Spring Valley Irrigation District
La Mesa, California

Gentlemen:

I want to call your attention to a point which I think has a bearing on the Paramount Right Case.

In 1808 the Spanish Government granted a Spanish patent to the Spaniards covering the Rancho Valle de San Jose now commonly known as Warner's Ranch. In that patent, however, was the following reservation. Reserving however, to the Indians, their children and children's children forever, the Warner's Hot Springs and 640 hectares of land adjoining said springs. The Mexican War came. We conquered California, peace was declared, we agreed to respect private ownership of property where the title showed the proceedings to be regular, a commission was appointed by Congress to settle these questions of title and the private owners at that time were granted a U. S. patent. However, when it came to the issuance of the U. S.

Government patent to Warner's Ranch, through an oversight or otherwise, a patent was granted to the Warner's Ranch without that Spanish reservation, giving to the Indians the Springs and 640 hectares of land in perpetuity.

The time came when Harvey ordered the Indians off, having a clear title through a U. S. Government patent, and he went into court, produced his patent, the case was carried to the U. S. Supreme Court and on one ground alone, that you cannot get behind a U. S. patent, the Indians lost.

Just so, the Pueblo of San Diego and the Indians, if they had presented to the Commission appointed by Congress, their ownership of these lands showing title to Warner's Hot Springs and their lands or, if the Pueblo of San Diego or the Indian Pueblo, known now as Ex-Mission, had presented, according to law and act of congress within the five year period

their ownership of the paramount rights to the waters of the San Diego River, they would have been in ownership of same today, but t

their ownership of the paramount rights to the waters of the San Diego River, they would have been in ownership of same today, but the five year period elapsed and neither the Indians nor the Pueblo of San Diego ever made any claim to protect their rights, of the United States, when this question comes up

their ownership of the paramount rights to the waters of the San Diego River, they would have been in ownership of same today, but the five year period elapsed and neither the Indians nor the Pueblo of San Diego ever made any claim to protect their rights, and I don't see how in God's name the Supreme Court of the United States, when this question comes up for final decision, can do anything else but knock out the paramount right.

I feel that this is a case in point and a matter that should have been presented to the courts by our attorneys, which vitally affects the Paramount Right question. I hope it can be used in our favor.

My suggestion is that you take this matter up with your attorney, Mr. Lee.

Yours very truly,

EF?RC

P. S. Referring to the five year period referred to above will say that Congress in making a treaty with Mexico and in appointing a commission to determine the titles to lands in the United States which were captured including California there was a clause in the act of Congress making the dead line five years from date of passage of the act in which ownership to lands and property rights must be presented before the commission and acted on by the commission.

Water is a property right the same as land and the question of the paramount right should have been adjudicated at that time, in my opinion, but it was not and I hope my contention has merit to it.

E.F.

August 3, 1931.

Board of Directors,
La Mesa, Lemon Grove and Spring Valley Irrig. District,
La Mesa, California.

Gentlemen:-

As a property owner, I wish to go on record as opposing the present attitude of the Directors of the District in cooperating with the present City Council and Mr. Savage in the building of Mission Gorge Damsite No. 2.

You are cooperating with the city on an implied promise of non-interference with your pumping from the gravels of the San Diego River. So many times the implied promise has been violated by the city officials of San Diego that I have no confidence whatever in any verbal pledge. Mr. Savage is on record as stating that if and when the time comes, the city wants the water, they are going to take it and enjoin you, irrespective, and they will do it.

I also protest the ridiculously low price at which you are offering the lands in Mission Gorge No. 2 for sale, which price I understand is 25% of the cost based on your actual cost and 6% interest. Let the city arbitrate or condemn, is my suggestion.

My contention is that we should make a firm settlement with the city for all time. The El Capitan water committee are pledged first to a compromise which would forever settle the water question.

The City vitally needs Murray Dam as a controlling reservoir, as well as the ownership of El Capitan Damsite, without litigation. The attitude of the El Capitan Committee is that, if the city council will not effect a compromise protecting the La Mesa District to at least its 4 million gallons daily for irrigating purposes as well as domestic supply, by referendum the

Board of Directors
La Mesa District
#2
Aug. 3, 1931.

plan will be submitted to the citizens of San Diego for their ratification, and I feel sure, once put before the people, it will be ratified.

If a compromise cannot be effected, the El Capitan Water Committee are also officially favorable to giving the District the right to take water out of El Capitan reservoir, if built, providing it interferes with the underground water supply of the District's pumping plants.

As the largest property owner and developer in the District, I urge the Board of Directors to take a neutral attitude, in case Mission No. 2 is built, to demand at least what we paid for the lands in Mission No. 2, or have the valuation set by arbitration or condemnation.

Very sincerely yours,

GROSSMONT PARK COMPANY

By _____
President.

EP/RC

November 27, 1931.

Note No. 5

SUGGESTED BASIS OF AGREEMENT BETWEEN
THE CITY OF SAN DIEGO AND LA MESA,
LEMON GROVE AND SPRING VALLEY IRRIGATION DISTRICT.

The solution of the problem involved in the development of the waters of the San Diego River should be approached always bearing in mind the following fundamentals:

- (1) That the City has the paramount right to the waters of the San Diego River and its tributaries for the use of its inhabitants.
- (2) That the City shall construct a dam at El Capitan dam-site to a height of 197 feet above stream bed.
- (3) That heretofore over a period of years the District has diverted the waters of the San Diego River to the extent of a total gross average annual diversion from the watershed of approximately ten thousand (10,000) acre feet.
- (4) That the net safe duty of the projected El Capitan Dam and Reservoir, exclusive of the above mentioned total gross diversions of the District, is 11.6 m.g.d..
- (5) That the City desires to co-operate with the District in formulating a plan whereby said gross average annual diversions by the District may be continued in the future, to the extent that the same may

be accomplished equitably and with due regard for the rights of the City; and, further, that the City wishes to co-operate with the District to the end that ways and means may be devised of securing to the District a larger consumptive and beneficial use from its said total gross diversion without providing for increased diversion of water from the drainage area by the District, or obligating the City to compensate the District in kind for water lost through evaporation or transmission, or otherwise obligating the City other than as herein provided.

A controlling principle of the following proposal is that whenever it is agreed that the District may divert water into and draw water out of the El Capitan Reservoir up to a stated maximum amount, the parties refer only to such water as the District may be enabled by its present diverting and transmission works (including betterments and improvements as herein provided for), to divert and deliver into the Reservoir. In no event does the agreement contemplate any obligation on the part of the City to guarantee delivery of the water to the District. The obligation of the City is to supply the District with reservoir facilities at the proposed El Capitan Reservoir.

Subject, then, to the foregoing controlling principles, the following proposal is tentatively suggested:

I.

That the District retain, operate and maintain, except in the respects herein indicated, its present water system.

(a) The flume and siphons of the District upstream from the proposed El Capitan Dam shall be maintained and operated by said District during the construction period of said proposed El Capitan Dam and thereafter until water shall have been impounded in said proposed El Capitan Reservoir to such gauge height as will interfere with the practical maintenance of

said flume and siphons, Construction work by said City shall be carried on in such manner as to impose upon the District no additional cost of maintenance or operation of said flume and siphons.

(b) The District shall consent to the City flooding that portion of its flume and siphons upstream from the proposed El Capitan Dam and below the 197 foot contour of said proposed El Capitan Reservoir.

(c) El Monte pumping plant shall be maintained by said District as a stand-by plant, and as such, pumping operations may be resorted to by said District at such times and to the extent as in the opinion of its General Manager shall seem necessary to protect and preserve its existing rights to the diversion of water at said plant against other riparian owners and appropriators; provided, however, that whenever said District operates said El Monte pumping plant as herein provided for, the amount of water by it in this manner diverted from the San Diego River watershed, to that extent and for that seasonal year (October 1st to September 30th), shall reduce the maximum amount, to-wit, ten thousand (10,000) acre feet, of permanent storage allowed said District in said El Capitan Reservoir.

(d) The District shall deed to the City all lands to which it holds title, totaling 152.72 acres within or contiguous to El Capitan Dam and Reservoir sites, and shall assign to the City options which it now holds upon lands, in the amount of 57.6 acres, which lands are within or contiguous to said El Capitan Dam and Reservoir sites, and shall convey or assign to said City title to or options upon lands within or contiguous to said dam and reservoir sites which it may hereafter acquire or obtain; and shall also deed to the City lands to which it now holds title in the Mission Gorge Reservoir site, being approximately 420 acres in extent.

II.

The District shall have the right to permanently store in El Capitan Reservoir water diverted by it by means of those portions of its water system upstream from El Capitan Dam; provided, however, that the rate of diversion shall not exceed twenty-seven (27) cubic feet per second, and that the total amount of water belonging to said District, permanently stored by said District in said Reservoir, shall never at any one time exceed ten thousand (10,000) acre feet; provided, further, that whenever during the period from the first day of May, of any year, to the succeeding 31st day of October, of the same calendar year, there exists, in the opinion of the Hydraulic Engineer of The City of San Diego, sufficient temporary storage capacity in El Capitan Reservoir to permit the same to be done without interference with the efficient and economic operation of said reservoir by said City, the District shall have the right to withdraw water from the Cuyamaca Reservoir and store the same temporarily during said period in said El Capitan Reservoir. The purpose of the immediately preceding provision providing for temporary storage during the irrigation period mentioned is to provide greater economies in the storage and distribution of water by said District, and it is not intended that the District shall ever claim to have in storage in said El Capitan Reservoir an amount of water in excess of ten thousand (10,000) acre feet at any time subsequent to October 31st of any calendar year and preceding May 1st of the immediately succeeding Calendar year. All water passed into El Capitan Reservoir by said District to be measured at the point of delivery into said Reservoir.

III.

The District shall be entitled to draw out from said El Capitan Reservoir during any year the whole or any part of the water stored therein,

by it, as herein provided for, subject to the provision of Article I, Subdivision (c) hereof, respecting the operation of El Monte pumping system, and subject to the diminution of such water caused by evaporation or leakage, and subject to the further restriction that the water shall not be withdrawn by the District from said El Capitan Reservoir at a rate in excess of the demands upon the water system of said District at the time of such withdrawals. Expense incident to the withdrawal of such water by said District and the facilities for the withdrawal and transmission thereof by the District shall be borne and provided for by said District.

IV.

The City shall enjoy, without charge, year to year permanent storage rights in Murray Reservoir to an amount not exceeding five thousand (5,000) acre feet at any one time, subject to the same conditions and restrictions as to operation as applies to the District's use of El Capitan Reservoir, meaning thereby that said City in availing itself of storage facilities in Murray Reservoir shall do so at its own expense through its own pipe lines and other transmission and diversion facilities, and subject to the same rule as to evaporation and loss as applies to said District in its use of storage facilities at said El Capitan Reservoir.

V.

Cuyamaca Reservoir to be operated in conjunction with El Capitan in a manner calculated to increase the net safe yield from Cuyamaca to the extent consistent with the efficient and economical operation of both reservoirs. In passing water from Cuyamaca Reservoir to El Capitan Reservoir, under the provisions of this paragraph, the District shall not be limited to twenty-seven (27) cubic feet per second, as heretofore mentioned in paragraph II, but may accomplish such transfer of water at a rate or intensity of flow provided by the discharge and outlet units of the

Cuyamaca Dam and Reservoir.

VI.

Whenever both the El Capitan and Cuyamaca Reservoirs are filled to capacity (meaning to the spillway lip of the dam or independent spillway), the City shall make the larger portion of its withdrawals for consumptive use from said El Capitan Reservoir to the end that possibility of spillway losses may be avoided and storage facilities provided for the joint benefit of the parties hereto.

VII.

The District shall agree to limit its distribution of water to supplying the demands within the boundaries of the District, as said boundaries now exist or hereafter from time to time may exist, and to contracts and consumers existing at this date outside the boundaries of said District. The contract between the parties hereto of date _____, providing for the delivery of water by the District to said City, to be cancelled.

VIII.

Under the terms of the agreement, including all economies of operation calculated to increase the amount of water available for consumptive use, the District shall be limited to a total gross average annual diversion from the entire watershed of not to exceed ten thousand (10,000) acre feet over a ten year period. The District, in the operation and maintenance of its existing diversion facilities located upstream from said El Capitan Dam, shall be permitted to make alterations, betterments or improvements as in its judgment are deemed necessary or advisable, but such additions, betterments or improvements shall be made so that there shall be no increase in the rate of diversion provided by the existing diversion facilities.

IX.

The projected El Capitan pipe line leading from said El Capitan Reservoir will have a diameter of thirty-six inches. The District desires the diameter of said pipe line increased sufficiently to enable it to withdraw through said pipe line (in addition to the City's withdrawals) the water which said District may store in said El Capitan Reservoir, as herein provided. The City agrees to such increase in diameter of that portion of said pipe line beginning at said El Capitan Dam and terminating at a point on the City's right of way in the immediate vicinity of the El Monte pumping plant to be selected by said District, upon condition that the increased cost of installation due to the increased size of said pipe line shall be borne entirely by said District.

X.

All pending litigation between said City and said District shall be terminated and dismissed as to the parties to this agreement upon the taking effect of any agreement based upon this tentative proposal.

ALBERT J. LEE
For Irr. Dist.

E. P. HYATT, eng.
For Irr. Dist.

C. L. BYERS
For City of San Diego

T. B. COSGROVE
For City of San Diego

DIRECTORS

R. BRUCE CARMICHAEL, LA MESA, NO. 1
R. M. LEVY, LA MESA, NO. 2
WM. H. WEST, LEMON GROVE, NO. 3
WM. H. SPERRY, SPRING VALLEY, NO. 4
FRANK R. BEATTY, EL CAJON, NO. 5

LA MESA, LEMON GROVE & SPRING VALLEY
IRRIGATION DISTRICT



4769 SPRING STREET - PHONE LA MESA 238
LA MESA, CALIF.

OFFICERS

FRANK R. BEATTY, PRESIDENT
G. HARRITT, GENERAL MANAGER
E. P. HYATT, ENGINEER AND
ASSISTANT MANAGER
C. L. GROGAN, TREASURER
RUTH C. DREW, SECRETARY
IRA C. ROBINSON, ASSESSOR-COLLECTOR
STEARNS, LUCE & FORWARD
ATTORNEYS

February 10, 1933.

Colonel Ed. Fletcher,
1020 Ninth Street,
San Diego, California.

Dear Sir:

Herewith inclosed please find copy of the agreement between the City of San Diego and the District which has been recently signed. I am forwarding this at the request of Mr. Harritt.

Yours very truly,

Ruth C. Drew

Secretary
LA MESA, LEMON GROVE & SPRING VALLEY
IRRIGATION DISTRICT

RCD

(COPY)

the water of the San Diego River and El Cajon Reservoir by the City of San Diego. AGREEMENT GOVERNING THE DIVERSION AND USE OF THE WATER OF THE SAN DIEGO RIVER

THIS AGREEMENT entered into this 30th day of January, 1933, by and between THE CITY OF SAN DIEGO, a municipal corporation in the State of California, hereinafter in this Agreement referred to as the City, and the LA MESA, LEMON GROVE & SPRING VALLEY IRRIGATION DISTRICT, a state agency, organized and operating under the provisions of the California Irrigation District Act, hereinafter referred to as the District,

WITNESSETH:

FOR THAT, WHEREAS, heretofore on or about November 27, 1931, representatives of said City and said District prepared, approved and executed, on behalf of said parties, a "Suggested Basis of Agreement between The City of San Diego and La Mesa, Lemon Grove and Spring Valley Irrigation District"; that attached hereto, marked Exhibit 1, made a part hereof, and incorporated herein as though in this paragraph fully set forth, is a copy of said suggested basis of agreement; and

WHEREAS, on or about the 30th day of November, 1931, the Common Council of said City of San Diego at regular meeting, by its resolution No. 57624 duly passed and adopted, approved and ratified said suggested basis of agreement; that a copy of said resolution of said Common Council is attached hereto, marked Exhibit 2, made a part hereof, and incorporated herein as though in this paragraph fully set forth; and

WHEREAS, heretofore on or about the 1st day of December, 1931, the directors of the La Mesa, Lemon Grove & Spring Valley Irrigation District, at meeting duly and regularly called and held, by its resolution entitled,

"Resolution and order accepting terms of agreement for the joint use of the water of the San Diego River and El Capitan Reservoir by the City of San Diego and the La Mesa, Lemon Grove & Spring Valley Irrigation District," approved and ratified said suggested basis of agreement; that a copy of said resolution of said Board of Directors is attached hereto, marked Exhibit 3, made a part hereof, and incorporated herein as though in this paragraph fully set forth.

I

Sec. 2. The District hereby grants and conveys to The City of San Diego,

Purposes to be Accomplished

Sec. 1. The purpose of this contract is to fully carry into effect the written basis of agreement between said City and said District, as approved and ratified by the Common Council of said City by Resolution No. 57624, passed and adopted on the 30th day of November, 1931, and as approved and ratified by the Board of Directors of said District by resolution passed and adopted on the 1st day of December, 1931, which said written basis of agreement by reference hereinabove has been embodied herein and made a part of this contract, marked Exhibit 1.

II

Rights and Property to Pass from the District to City

Sec. 1. The District hereby grants and conveys to The City of San Diego, a municipal corporation, all that real property situated in the County of San Diego, State of California, together with all water, mineral and other rights, easements, reservations and privileges attached to each and every, or any, or all of said parcels of land, described as follows:

All that portion of the SE 1/4 of the NE 1/4 of Section 7 and the S 1/2 of the NW 1/4, the SW 1/4 of the NE 1/4, the NW 1/4 of the SE 1/4 except the east 1 rod thereof, and Lot 3 (SW 1/4 of SE 1/4), all in Section 8, Township 15 south, Range 2 east S. B. M. & M., and lying and being below the 710 foot contour line above sea level U. S. G. S. datum as recorded in Book 1149 of Deeds at page 342 containing about 152.72 acres.

Sec. 2. The District hereby grants and conveys to The City of San Diego, a municipal corporation, all that real property situated in the County of San Diego, State of California, being lands in the Mission Gorge Reservoir site, described as follows:

All of Tract "C" of the Rancho El Cajon, in the County of San Diego, State of California, according to Partition Map thereof on file in the office of the County Clerk of San Diego County.

Also, all that portion of Tract "T" of said Rancho El Cajon, according to said partition map thereof described as follows: Commencing at a redwood post, the most easterly corner of Tract "C", according to said Partition Map, said redwood post being the second station mentioned in the description of said Tract "C" as per Referee's report filed in the Partition Suit of Lankershin et al vs. Crane, et al; thence running due North thirty-seven and twenty-seven hundredths (37.27) chains to North boundary line of Section 30, Township 15 south, Range 1 west, San Bernardino Meridian, as same is shown on said Partition Map; Thence west along the north line of said Section 30, thirty-seven and sixty-five hundredths (37.65) chains to the northwest corner of said Section; thence west along the north boundary line of Section 25 of said Township, thirty-four and sixty-five hundredths (34.65) chains to a point due north of the northwest corner of said Tract "C"; thence south seventeen and forty-four hundredths (17.44) chains to a redwood post at the northwest corner of Tract "C"; thence north 61° 30' East along the northerly line of said Tract "C" twenty-four (24) chains; thence continuing along the northerly line of said Tract "C" north 70° 30' east (seventeen and forty hundredths (17.40) chains; thence South 49° 30' East forty-five and sixty-five hundredths (45.65) chains to the point of commencement.

Also, all that certain strip of land adjoining the south side of the east half of said Tract "C" and north of a straight line drawn from the southeast corner of said Tract "C" westerly to the Third Station on said Southern line, west of said corner as shown on said Partition Map, EXCEPTING from said Tracts "C" and "T" all that portion thereof conveyed by Levi Chase to Homer Mc Keen, January 19th, 1903, by deed recorded in Book 326, page 19 of Deeds, records of said County, described as follows:

Being a part of Lot "C" of the El Cajon Partition Map on file in the office of the Recorder of said County and being Lot "A" as shown on a map made by Benj. Mc Laren, Surveyor, on the 12th day of January, 1903, on file in Recorder's office aforesaid.

Also,

(a) All of Tract Seven (7) of the Fanita Rancho, in the County of San Diego, State of California, according to map thereof No. 790, filed in the office of the County Recorder of said San Diego County, December 21st, 1894, EXCEPTING therefrom that portion thereof conveyed by Fannie Mc Koon et al to Mackie H. Scripps, January 25th, 1913, by deed recorded in Book 597, page 93 of Deeds, described as follows:

Bounded by a line commencing in the southwest quarter section of Section 29, Township 15 south, Range 1 West, San Bernardino Meridian, at the point where the center meridian line of Section 29, Township 15 south, Range 1 west, San Bernardino Meridian intersects the center line of the County road also known as and called Woodside Avenue; thence westerly and along the center of said County Road, or Woodside Avenue, for a distance of twenty feet or more to a point; thence northerly parallel to and twenty feet distant from said center meridian line of Section 29 for a distance of fourteen hundred eighty-five (1485) feet more or less to the center of San Diego River; thence easterly and along said center line of said San Diego River and following the meanderings thereof to its intersection with the said center meridian line of Section 29, Township 15 south, Range 1 West, San Bernardino Meridian; thence southerly along said center meridian line of Section 29 to the point of commencement.

Also, EXCEPTING any portion thereof that may be within Lot Seven (7), in Block "G" of the Fanita Rancho, in said County, according to map thereof No. 688, filed in the office of the County Recorder of said San Diego County, October 22nd, 1891.

(b) Also, all of Lots One (1) and Two (2) in Block "H" and Lots One (1) to Six (6), both inclusive, in Block "G" of Fanita Rancho, in said County, according to map thereof No. 688, filed in said Recorder's office August 22nd, 1891, EXCEPTING from said Lot Six (6), in Block "G", the easterly thirty (30) feet thereof, said excepted portion sometimes known as Lot "C" according to Licensed Surveyor's Map No. 136, filed in said County Recorder's office, January 20th, 1903.

Certificates of Title

Sec. 4 Also, EXCEPTING that portion of lots Two (2) and Three (3), in Block "G", according to said Map No. 688 that lies within Tract "G" according to the Partition Map of the Rancho El Cajon, made in the action of Lankershim versus Crane, et al., filed in the office of the County Clerk of San Diego County.

Sec. 5 (c) Also, all of Lot "A", according to the plat of the "Chase Mc Keen Stock Line", in said County, according to Licensed Surveyor's map thereof No. 136, filed in said County Recorder's office January 20th, 1903.

The District hereby grants to the City a permanent right to the use of Murray Dam Reservoir for the purpose of storing water therein to the extent and subject to the conditions of said written agreement as approved and ratified by the parties hereto on the said 30th day of November, 1911, and the 1st day of December, 1911, respectively.

Sec. 6 The District hereby agrees to compensate the City in money for the right to permanently transmit, through the City's pipe line from the intake located at the El Cajon Reservoir to a point on the City's right of way in the immediate vicinity of the present El Norte Pumping Plant, water withdrawn by the District in accordance with the said written agreement and stored in or passed through the El Cajon Reservoir; such sum of money shall be equal to the amount of the increased cost to the City of constructing and installing a pipe line of 24 inches in diameter instead of a pipe line of 16 inches in diameter, as originally contemplated. Such payment shall be made as follows:

Immediately upon the signing of this and within not to exceed ten (10) days thereafter, and at all events prior to the award by said City of any contract for the construction of said pipe line an increase in size, said District shall pay to and

Certificate of Title

Sec. 4 The District agrees to furnish and deliver to the City certificates of title to all the lands herein granted showing the vesting of title in the City free and clear of all encumbrances.

Sec. 5 The District hereby grants to the City a permanent right to the use of Murray Dam Reservoir for the purpose of storing water therein to the extent and subject to the conditions of said written agreement so approved and ratified by the parties hereto on the said 30th day of November, 1931, and the 1st day of December, 1931, respectively.

Sec. 6 The District hereby agrees to compensate the City in money for the right to permanently transmit, through the City's pipe line from the intake thereof at the El Capitan Reservoir to a point on the City's right of way in the immediate vicinity of the present El Monte Pumping Plant, water withdrawn by the District in amounts as fixed and determined in said written agreement and stored in or passed through the El Capitan Reservoir; such sum of money shall be equal to the amount of the increased cost to the City of constructing and installing a pipe line of 48 inches in diameter instead of a pipe line of 36 inches in diameter, as originally contemplated. Such payment shall be made as follows:

Immediately upon the opening of bids and within not to exceed ten (10) days thereafter, and at all events prior to the award by said City of any contract for the construction of said pipe line so increased in size, said District shall pay to and

Sec. 2 deposit with the City Treasurer of said City an amount of money equal to one-half of said increased cost of construction. The remaining one-half of said increased cost of construction shall be paid in two equal yearly payments or installments, the first of which shall be paid one year from the date of the execution of a contract for the installation of said 48 inch pipe line, and the second installment shall be paid two years from the date of the execution of said contract; said installments shall bear interest at the rate of five per centum (5%) per annum.

Sec. 1 Upon the formal execution of said agreement, said parties shall To insure the payment of said two installments, said District pending between the parties hereto in any State or Federal court agrees to establish and maintain a reserve or sinking fund, into which the subject matter hereof shall be distributed by apportionment which it shall pay from its receipts for water distributed by it to consumers, and from any other source of income it may desire, an amount sufficient to pay in full said installments when due. Said reserve or sinking fund shall be established by said District not later than thirty (30) days following the execution of said contract for the installation of said 48 inch pipe line.

done, acting by and through the members of the Council of said City.

III

under and pursuant to a resolution authorizing such execution, and the

Rights and Property to Pass from the City to the District

Sec. 1 The City hereby grants to the District a permanent right to store in and pass through the El Capitan Reservoir the water which the District is conceded the right to divert, impound, store in, and pass through said reservoir by said written agreement so ratified and approved by the parties hereto on the said 30th day of November, 1931, and the 1st day of December, 1931, respectively, and the said City agrees to complete said dam and Reservoir in accordance with said written agreement and to the height therein provided.

Sec. 2 The City hereby grants to the District a permanent right to the use of that portion of the City's pipe line referred to and described in Section 6 of Title II hereof, and the City hereby agrees to construct said pipe line with diameter thereof increased as specified in said Section 6, Title II, as provided for by said written basis of agreement herein referred to.

IV

Dismissal of Actions

Sec. 1 Upon the formal execution of this agreement, all actions now pending between the parties hereto in any State or Federal court involving the subject matter hereof shall be dismissed by stipulation of the parties, which stipulation shall recite that all matters of controversy in said actions have been fully adjusted and settled by this agreement and that neither party shall be entitled to recover costs.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the members of the Council of said City, under and pursuant to a resolution authorizing such execution, and the said La Mesa, Lemon Grove & Spring Valley Irrigation District has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized by resolution of its Board of Directors, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,

By JOHN F. FORWARD, JR (signed)

I HEREBY APPROVE the form of the foregoing agreement this 30 day of January, 1933.

City Attorney.

Note No. 5.

ALBERT W. BENNETT (Signed)

JOSEPH S. RUSSO (Signed)

JOHN R. BLAKISTON (Signed)

DAN ROSSI (Signed)

CHAS. E. ANDERSON (Signed)

Members of the Council

(SEAL)

ATTEST:

ALLEN H. WRIGHT

City Clerk

By AUGUST W. WADSTON (Signed)

Deputy

LA MESA, LEMON GROVE & SPRING VALLEY IRRIGATION DISTRICT.

By F. R. BEATTY (Signed)
President

(SEAL)

RUTH C. DREW (Signed)

Secretary.

STATE OF CALIFORNIA,
County of San Diego.

On this 14th day of January, A. D. Nineteen Hundred and Thirty-three, before me, ADAM B. CAMPBELL a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared F. R. BEATTY, known to me to be the President, and RUTH C. DREW, known to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation within 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 the County of San Diego, State of California, the day and year in this certificate first above written.

ADAM B. CAMPBELL (Signed)
Notary Public in and for the County of San Diego, State of California.

My Commission Expires Sept. 16, 1934

(SEAL)

I HEREBY APPROVE the form of the foregoing Agreement this 30 day of January, 1933.

G. L. BYERS (Signed)

City Attorney.

November 27, 1931.

Note No. 5.

SUGGESTED BASIS OF AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND LA MESA, LEMON GROVE AND SPRING VALLEY IRRIGATION DISTRICT.

The solution of the problem involved in the development of the waters of the San Diego River should be approached always bearing in mind the following fundamentals:

- (1) That the City has the paramount right to the waters of the San Diego River and its tributaries for the use of its inhabitants.
- (2) That the City shall construct a dam at El Capitan damsite to a height of 197 feet above stream bed.
- (3) That heretofore over a period of years the District has diverted the waters of the San Diego River to the extent of a total gross average annual diversion from the watershed of approximately ten thousand (10,000) acre feet.
- (4) That the net safe duty of the projected El Capitan Dam and Reservoir, exclusive of the above mentioned total gross diversions of the District, is 11.6 m. g. d.
- (5) That the City desires to co-operate with the District in formulating a plan whereby said gross average annual diversions by the District may be continued in the future, to the extent that the same may be accomplished equitably and with due regard for the rights of the City; and, further, that the City wishes to co-operate with the District to the end that ways and means may be devised of securing to the District a larger consumptive and beneficial use from its said total gross diversion without providing for increased diversion of water from the drainage area by the District, or obligating the City to compensate the District in kind for water lost through evaporation or transmission, or otherwise obligating the City other than as herein provided.

A controlling principle of the following proposal is that whenever it is agreed that the District may divert water into and draw water out of the El Capitan Reservoir up to a stated maximum amount, the parties refer only to such water as the District may be enabled by its present diverting and transmission works (including betterments and improvements as herein provided for), to divert and deliver into the Reservoir. In no event does the agreement contemplate any obligation on the part of the City to guarantee delivery of the water to the District. The obligation of the City is to supply the District with reservoir facilities at the proposed El Capitan Reservoir.

Subject, then, to the foregoing controlling principles, the following proposal is tentatively suggested:

1.

(Exhibit "1".)

I.

That the District retain, operate and maintain, except in the respects herein indicated, its present water system.

(a) The flume and siphons of the District upstream from the proposed El Capitan Dam shall be maintained and operated by said District during the construction period of said proposed El Capitan Dam and thereafter until water shall have been impounded in said proposed El Capitan Reservoir to such gauge height as will interfere with the practical maintenance of said flume and siphons. Construction work by said City shall be carried on in such manner as to impose upon the District no additional cost of maintenance or operation of said flume and siphons.

(b) The District shall consent to the City flooding that portion of its flume and siphons upstream from the proposed El Capitan Dam and below the 197 foot contour of said proposed El Capitan Reservoir.

(c) El Monte pumping plant shall be maintained by said District as a stand-by plant, and as such, pumping operations may be resorted to by said District at such times and to the extent as in the opinion of its General Manager shall seem necessary to protect and preserve its existing rights to the diversion of water at said plant against other riparian owners and appropriators; provided, however, that whenever said District operates said El Monte pumping plant as herein provided for, the amount of water by it in this manner diverted from the San Diego River watershed, to that extent and for that seasonal year. (October 1st to September 30th), shall reduce the maximum amount, to-wit: ten thousand (10,000) acre feet of permanent storage allowed said District in said El Capitan Reservoir.

(d) The District shall deed to the City all lands to which it holds title, totaling 152.72 acres within or contiguous to El Capitan Dam and Reservoir sites, and shall assign to the City options which it now holds upon lands, in the amount of 37.6 acres, which lands are within or contiguous to said El Capitan Dam and Reservoir sites, and shall convey or assign to said City title to or options upon lands within or contiguous to said dam and reservoir sites which it may hereafter acquire or obtain; and shall also deed to the City lands to which it now holds title in the Mission Gorge Reservoir site, being approximately 420 acres in extent.

II.

The District shall have the right to permanently store in El Capitan Reservoir water diverted by it by means of those portions of its water system upstream from El Capitan Dam; provided, however, that the rate of diversion shall not exceed twenty-seven (27) cubic feet per second, and that the total amount of water belonging to said District, permanently stored by said District in said Reservoir, shall never at any one time exceed ten thousand (10,000) acre feet; provided, further, that whenever during the period from the first day of May, of any year, to the succeeding 31st day of October, of the same calendar year, there exists, in the opinion of the Hydraulic Engineer of The City of San Diego, sufficient temporary storage capacity in El Capitan Reservoir to permit the same to be done without interference with the efficient and economic operation of said reservoir by said City, the District shall have the right to withdraw water from the Guyanaca Reservoir and store the same temporarily during

VI.
said period in said El Capitan Reservoir. The purpose of the immediately preceding provision providing for temporary storage during the irrigation period mentioned is to provide greater economies in the storage and distribution of water by said District, and it is not intended that the District shall ever claim to have in storage in said El Capitan Reservoir an amount of water in excess of ten thousand (10,000) acre feet at any one time subsequent to October 31st of any calendar year and preceding May 1st of the immediately succeeding calendar year. All water passed into El Capitan Reservoir by said District to be measured at the point of delivery into said Reservoir.

The District shall agree to limit its distribution of water to supplying the demands within the boundaries of the District, as said boundaries now exist or hereafter from time to time may exist, and to construct and maintain the same.
III
The District shall be entitled to draw out from said El Capitan Reservoir during any year the whole or any part of the water stored therein by it, as herein provided for, subject to the provision of Article I, Subdivision (c) hereof, respecting the operation of El Monte pumping system, and subject to the diminution of such water caused by evaporation or leakage, and subject to the further restriction that the water shall not be withdrawn by the District from said El Capitan Reservoir at a rate in excess of the demands upon the water system of said District at the time of such withdrawal. Expense incident to the withdrawal of such water by said District and the facilities for the withdrawal and transmission thereof by the District shall be borne and provided for by said District.

IV
The City shall enjoy, without charge, year to year permanent storage rights in Murray Reservoir, to an amount not exceeding five thousand (5,000) acre feet at any one time, subject to the same conditions and restrictions as to operation as applies to the District's use of El Capitan Reservoir, meaning thereby that said City in availing itself of storage facilities in Murray Reservoir shall do so at its own expense through its own pipe lines and other transmission and diversion facilities, and subject to the same rule as to evaporation and loss as applies to said District in its use of storage facilities at said El Capitan Reservoir.

V
Cuyamaca Reservoir to be operated in conjunction with El Capitan Reservoir in a manner calculated to increase the net safe yield from Cuyamaca to the extent consistent with the efficient and economical operation of both reservoirs. In passing water from Cuyamaca Reservoir to El Capitan Reservoir, under the provisions of this paragraph, the District shall not be limited to twenty-seven (27) cubic feet per second, as heretofore mentioned in paragraph II, but may accomplish such transfer of water at a rate or intensity of flow provided by the discharge and outlet units of the Cuyamaca Dam and Reservoir.
VI
The City agrees to increase in diameter of that portion of said pipe line beginning at said El Capitan Dam and terminating at a point in Cuyamaca Reservoir to be operated in conjunction with El Capitan Reservoir in a manner calculated to increase the net safe yield from Cuyamaca to the extent consistent with the efficient and economical operation of both reservoirs. In passing water from Cuyamaca Reservoir to El Capitan Reservoir, under the provisions of this paragraph, the District shall not be limited to twenty-seven (27) cubic feet per second, as heretofore mentioned in paragraph II, but may accomplish such transfer of water at a rate or intensity of flow provided by the discharge and outlet units of the Cuyamaca Dam and Reservoir.

VI.

Whenever both the El Capitan and Cuyamaca Reservoirs are filled to capacity (meaning to the spillway lip of the dam or independent spillway), the City shall make the larger portion of its withdrawals for consumptive use from said El Capitan Reservoir to the end that possibility of spillway losses may be avoided and storage facilities provided for the joint benefit of the parties hereto.

AS IT IS APPROVED by the VII. City Council of the City of San Diego,

The District shall agree to limit its distribution of water to supplying the demands within the boundaries of the District, as said boundaries now exist or hereafter from time to time may exist, and to contracts and consumers existing at this date outside the boundaries of said District. The contract between the parties hereto of date District this date, providing for the delivery of water by the District to said City, to be cancelled. and is hereby approved and ratified;

VIII.

Under the terms of the agreement, including all economies of operation calculated to increase the amount of water available for consumptive use, the District shall be limited to a total gross average annual diversion from the entire watershed of not to exceed ten thousand (10,000) acre feet over a ten-year period. The District, in the operation and maintenance of its existing diversion facilities located upstream from said El Capitan Dam, shall be permitted to make alterations, betterments or improvements as in its judgment are deemed necessary or advisable, but such additions, betterments or improvements shall be made so that there shall be no increase in the rate of diversion provided by the existing diversion facilities.

IX.

The projected El Capitan pipe line leading from said El Capitan Reservoir, will have a diameter of thirty-six inches. The District desires the diameter of said pipe line increased sufficiently to enable it to withdraw through said pipe line (in addition to the City's withdrawals) the water which said District may store in said El Capitan Reservoir, as herein provided. The City agrees to such increase in diameter of that portion of said pipe line beginning at said El Capitan Dam and terminating at a point on the City's right of way in the immediate vicinity of the El Monte pumping plant to be selected by said District, upon condition that the increased cost of installation due to the increased size of said pipe line shall be borne entirely by said District.

X.

All pending litigation between said City and said District shall be terminated and dismissed as to the parties to this agreement upon the taking effect of any agreement based upon this tentative proposal.

RESOLUTION AND ORDER ACCEPTING
TERMS OF AGREEMENT FOR THE JOINT
USE OF THE WATER OF THE SAN DIEGO
RIVER AND THE BAPTIST MEMORIAL BY
RESOLUTION NO. 57624
THE LA MESA, LEMON GROVE & SPRING VALLEY
IRRIGATION DISTRICT.

BE IT RESOLVED by the Common Council of the City of San Diego,

as follows:

That the basis of agreement between The City of San Diego and

the La Mesa, Lemon Grove and Spring Valley Irrigation District this date

submitted by the City Attorney, be, and it is hereby approved and ratified;

and

BE IT FURTHER RESOLVED that the City Attorney be, and he is

hereby authorized and directed to proceed with the preparation of a

detailed contract embodying the principles and terms of the draft this

date submitted.

As a result of said conference the attorneys representing
said City and the attorneys representing said District agreed to submit for
the approval of said City and said District the following proposed terms of
settlement, to-wit:

(Proposed terms of settlement OMITTED here).

On the 20th day of November, 1931, the Common Council
of the City of San Diego passed and adopted a resolution, which said resolution
was as follows:

(Resolution OMITTED here)

Said terms of settlement as referred to approved and
ratified by said Common Council, have been fully and duly considered by the
Board of Directors of said District, and it appearing to said Board that it
would be for the best interests of said District to approve, accept and carry
out the agreement as outlined and stated in said statement of terms herein-
before recited.

Now, WHEREAS it is the policy of said District to cooperate with the City of
San Diego in the preparation of a detailed contract embodying the principles and
terms of agreement herein-
before recited, and the Board of Directors of said District be and
they are hereby authorized and directed to proceed to cooperate with the
City Attorney of said City in the preparation of a detailed

(Resolution "2")

RESOLUTION AND ORDER ACCEPTING
TERMS OF AGREEMENT FOR THE JOINT
USE OF THE WATER OF THE SAN DIEGO
RIVER AND EL CAPITAN RESERVOIR BY
THE CITY OF SAN DIEGO AND THE LA
MESA, LEMON GROVE & SPRING VALLEY
IRRIGATION DISTRICT.

BE IT FURTHER RESOLVED that a copy of this resolution, certified by the Secretary of said Board, be transmitted to the Common Council of the City of San Diego, on the 27th day of August, 1931, directed the legal department of said City to proceed to take necessary steps to clear the way for the construction of a dam at El Capitan to a height of 197 feet above stream bed; and

WHEREAS, at the date of such resolution there was pending in the United States Circuit Court of Appeals for the Ninth Circuit a suit brought by said Irrigation District to enjoin the said City from constructing a dam at said place, and said Irrigation District was claiming the right to the use of the water of said river and contesting the city's claim of a paramount right thereto, and the right to flood property belonging to said District at the site of said proposed dam; and

WHEREAS, in order to dispose of said controversy the legal department of the City of San Diego initiated a series of conferences with the attorneys for said District, which said attorneys had theretofore been authorized by the Board of Directors of said District to enter into negotiations with said City; and

WHEREAS, as a result of said conferences the attorneys representing said City and the attorneys representing said District agreed to submit for the approval of said City and said District the following proposed terms of settlement, to-wit:

(Proposed terms of settlement OMITTED here).

AND WHEREAS, on the 30th day of November, 1931, the Common Council of the City of San Diego passed and adopted a resolution, which said resolution was as follows:

(Resolution OMITTED here)

AND, WHEREAS, said terms of settlement so referred to approved and ratified by said Common Council, have been fully and duly considered by the Board of Directors of said District, and it appearing to said Board that it would be for the best interests of said District to approve, accept and carry out the agreement as outlined and stated in said statement of terms hereinbefore recited;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Directors of the LA MESA, LEMON GROVE AND SPRING VALLEY IRRIGATION DISTRICT that said District hereby approves and ratifies the terms of agreement hereinbefore recited, and that the attorneys representing this District be and they are hereby authorized and directed to proceed to cooperate with the City Attorney of The City of San Diego in the preparation of a detailed

(Exhibit "3")

contract embodying the principles and terms of said settlement as herein-
above set forth, it being the purpose and intent of said Board of Directors
by the passage of this resolution to fully accept and put into operation
each and all of the terms and provisions of said plan of settlement; and

BE IT FURTHER RESOLVED that a copy of this resolution, certified
by the Secretary of this Board, be forthwith sent to the Common Council
of the City of San Diego.

August 25, 1933.

Board of Directors of the
La Mesa, Lemon Grove & Spring Valley Irrigation District,
La Mesa, California.

Gentlemen:

The so-called Fletcher damside comprises about
1500 acres. Our recollection is that the absolute owner-
ship to the 155 foot contour comprises about 300 or 400
acres, which the District will own in perpetuity. The
difference between the 175 and 155 foot contour coming back
to us if the dam is not built by 1936.

We assume that the building of El Capitan Dam
forever eliminates the question of building the so-called
Fletcher Dam. We wish to dispose of our interest at some
reasonable figure. The property should all be owned by some
one party.

We would be interested to know if the La Mesa
District cares to buy the rest of our holdings. If so we
would appreciate an offer. If not, does the District care
to give a price for its holdings and give us an opportunity
to sell the whole thing?

If the District has any desire to acquire the
balance of our holdings, including the ownership of land on
both sides of Boulder Creek, we will be glad to consider an
offer and if we can come to terms let same apply to de-
linquent taxes within the boundaries of the Irrigation
District. If not, and you care to sell the property, give
us as low a figure as you care to sell and a 6 months'
option to dispose of the properties as a whole, and oblige,

Sincerely yours,

EF/RC

September Twelfth

1 9 3 3

Board of Directors
La Mesa Irrigation District
La Mesa, California

Gentlemen:

Answering yours of September 11th will say we own 700
or 800 acres north of Fletcher dam site above the 550 foot contour that
we wish to sell.

Would the district consider paying \$5000 for the property?
You will then have it all in one body. The writer is willing to recommend
this sale. It should all go together.

If interested we will give you the legal description.

Yours very truly,

COYAMACA WATER COMPANY

By

EF:ASK

DIRECTORS

R. BRUCE CARMICHAEL, LA MESA, No. 1
R. M. LEVY, LA MESA, No. 2
WM. H. WEST, LEMON GROVE, No. 3
WM. H. SPERRY, SPRING VALLEY, No. 4
FRANK R. BEATTY, EL CAJON, No. 5

LA MESA, LEMON GROVE & SPRING VALLEY
IRRIGATION DISTRICT



4760 SPRING STREET - PHONE LA MESA 238
LA MESA, CALIF.

OFFICERS

FRANK R. BEATTY, PRESIDENT
C. HARRITT, GENERAL MANAGER
E. P. HYATT, ENGINEER AND
ASSISTANT MANAGER
C. L. GROGAN, TREASURER
RUTH C. DREW, SECRETARY
IRA C. ROBINSON, ASSESSOR-COLLECTOR
STEARNS, LUCE & FORWARD
ATTORNEYS

September 18, 1933.

Colonel Ed. Fletcher,
1020 Ninth Avenue,
San Diego, California.

Dear Sir:

Your letter of September 12th regarding
lands at the Fletcher dam site has been discussed
by the Board, and they decided that the District
is not interested in the purchase of your lands
at this location.

Yours very truly,

A handwritten signature in cursive script that reads "Ruth C. Drew".

Secretary
LA MESA, LEMON GROVE & SPRING VALLEY
IRRIGATION DISTRICT

RCD

DIRECTORS

R. BRUCE CARMICHAEL, LA MESA, No. 1
R. M. LEVY, LA MESA, No. 2
WM. H. WEST, LEMON GROVE, No. 3
WM. H. SPERRY, SPRING VALLEY, No. 4
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LA MESA, LEMON GROVE & SPRING VALLEY
IRRIGATION DISTRICT



4769 SPRING STREET - PHONE LA MESA 238
LA MESA, CALIF.

OFFICERS

FRANK R. BEATTY, PRESIDENT
C. HARRITT, GENERAL MANAGER
E. P. HYATT, ENGINEER AND
ASSISTANT MANAGER
C. L. GROGAN, TREASURER
RUTH C. DREW, SECRETARY
IRA C. ROBINSON, ASSESSOR-COLLECTOR
STEARNS, LUCE & FORWARD
ATTORNEYS

January 4, 1934.

Colonel Ed. Fletcher,
1020 Ninth Street,
San Diego, California.

Dear Sir:

Herewith inclosed please find copy of
resolution adopted by the Board of Directors of
the La Mesa, Lemon Grove & Spring Valley Irriga-
tion District at their January 2nd, 1934 meeting.

Yours very truly,

Ruth C. Drew

Secretary
LA MESA, LEMON GROVE & SPRING
VALLEY IRRIGATION DISTRICT,

RCD

WHEREAS, Colonel Ed Fletcher has been very
helpful and of great assistance to this Board of Directors
in matters now pending in Washington, D. C., which mat-
ters are of vital importance to this Board;

THEREFORE, BE IT AND IT IS HEREBY RESOLVED that
this Board appreciates the assistance rendered by said
Colonel Ed Fletcher in said matters, and that the thanks
of this Board of Directors be and they are hereby extend-
ed to said Colonel Ed Fletcher for his efforts and assist-
ance rendered to this Board in expediting the successful
termination of the negotiations carried on by this Board
with the R. F. C. and the P. W. A. in Washington, D. C.;
and

BE IT FURTHER RESOLVED that this resolution be
spread upon the minutes of this Board, and that a copy
thereof, duly certified by the Secretary of this Board,
be forthwith mailed to said Colonel Ed Fletcher.

I, RUTH C. DREW, hereby certify that I am
the Secretary of LA MESA, LEMON GROVE AND SPRING VALLEY
IRRIGATION DISTRICT, and as such Secretary I have charge
of the books and records of said District, and particular-
ly of the Minute Book thereof; that the foregoing is a
full, true and correct copy of a resolution duly passed
and adopted by the Board of Directors of said District
at a Regular Meeting duly and regularly held on the 2nd
day of January, 1934, and that the same appears in the
minutes of the meeting of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand
and affixed the seal of said Irrigation Dis-
trict, this 4th day of January, 1934.

Ruth C. Drew
Secretary.

LA MESA, LEMON GROVE & SPRING VALLEY
IRRIGATION DISTRICT

DIRECTORS

R. BRUCE CARMICHAEL, LA MESA, NO. 1
R. M. LEVY, LA MESA, NO. 2
WM. H. WEST, LEMON GROVE, NO. 3
W. H. SPERRY, SPRING VALLEY, NO. 4
FRANK R. BEATTY, EL CAJON, NO. 5

Phone La Mesa 6551 or 6611
4769 Spring Street
LA MESA, CALIFORNIA

OFFICERS

R. M. LEVY, PRESIDENT
W. H. SPERRY, VICE PRESIDENT
C. HARRITT, GENERAL MANAGER
AND CHIEF ENGINEER
KARL HUDSON, SUPERINTENDENT
C. C. FRENCH, TREASURER
RUTH C. DREW, SECRETARY
IRA C. ROBINSON, ASSESSOR-COLLECTOR
W. H. JENNINGS, ATTORNEY
PHONE LA MESA 2388


November 6, 1939

Colonel Ed Fletcher
1020 Ninth Avenue
San Diego, California

Dear Colonel Fletcher:

Enclosed please find copy of letter dated
November 2, 1939, which we received from The Farmers
and Merchants National Bank of Los Angeles, which is
being forwarded to you for your information.

Yours very truly,


RUTH C. DREW
Secretary

LA MESA, LEMON GROVE AND SPRING
VALLEY IRRIGATION DISTRICT

RCD:G

Letterhead of
THE FARMERS AND MERCHANTS NATIONAL BANK
OF LOS ANGELES

Los Angeles, California

November 2, 1939.

La Mesa Lemon Grove & Spring Valley
Irrigation District,
4769 Spring Street,
La Mesa, California.

Re: A.& I.D. #19
San Diego County

Attention: Mr. W. H. Jennings, Attorney

Dear Sirs:

This will acknowledge receipt of your letter of October
31, 1939 referring to the trust agreement in connection with the
settlement of Acquisition & Improvement District No. 19, the form of
which trust agreement was submitted to you some little time ago, and
which we understand received your approval as to the form thereof.
The trust agreement which was submitted to you embodied therein all of
the provisions which were set forth in our proposal to you dated Sept-
ember 1, 1939, and which were in general contained in the resolution
of your Board of Directors accepting the proposal at a meeting held on
the 5th day of September, 1939.

Your letter advises us that Senator Fletcher has requested
that your Board of Directors, and the other parties in interest, ap-
prove the inclusion within the trust agreement of a provision securing
the repayment of the sum of \$35,000.00 through a participation in the
sale of the property constituting the corpus of the trust, which you
state is in connection with a settlement which he has undertaken for
the discharge of his obligation to the F. & W. Thum Company.

In giving this matter our consideration, we distinctly
recall that about three months ago the F. & W. Thum Company was given
an opportunity to participate on an equal pro rata basis with you and
ourselves in the proceeds from the sale of the property to be included
within the trust, in consideration of their releasing their mortgage
claim on the property involved. This they declined to do and sub-
sequently an arrangement was made including the County of San Diego as
a beneficiary of the trust. About this latter time Senator Fletcher
advised you that he believed he had arranged with the F. & W. Thum
Company to reverse its previous decision and become a party to the
trust. At the Senator's request the negotiations were held in abeyance
for some little time until the F. & W. Thum Company again finally



Continuation of letter to

La Mesa Lemon Grove & Spring Valley
Irrigation District

November 2, 1939.

declined to enter into such a transaction. After this second declination we understood that the matter of further consideration of the Thum mortgage was definitely eliminated.

We feel that the consummation of this transaction has been unduly delayed by reason of considerations extended in connection with the Thum mortgage, and because of what has heretofore transpired, we do not feel under any obligation at this time to delay the matter any longer pending the proposed further negotiations which are mentioned in your letter.

We see no reason why the trust agreement in the form in which it now stands submitted should not be executed without further delay.

Of course, we have no objection to including a provision in the trust securing the obligation represented by the Thum mortgage, provided that such arrangement does not in any way disturb the priorities as to disbursement of funds or any other provisions now contained in the trust agreement which has been submitted to you for execution; and provided that such arrangement will not involve a delay beyond your Directors meeting scheduled for November 7, 1939.

Yours very truly,

R. C. LEMMON (Signed)

Assistant Cashier

NFW:hrj

Refer reply to:
N. F. Wheeler

c.c. to: Murray Loop, Chief Clerk,
c/o Special Assessment Refunding Dept.,
406 Civic Center, San Diego, Calif.

LA MESA, LEMON GROVE & SPRING VALLEY IRRIGATION DISTRICT

DIRECTORS

H. BRUCE CARMICHAEL, LA MESA, NO. 1
R. M. LEVY, LA MESA, NO. 2
WM. H. WEST, LEMON GROVE, NO. 3
W. H. SPERRY, SPRING VALLEY, NO. 4
FRANK H. BEATTY, EL CAJON, NO. 5

Phone La Mesa 6551 or 6611

4769 Spring Street

LA MESA, CALIFORNIA

November 14, 1939

OFFICERS

R. M. LEVY, PRESIDENT
W. H. SPERRY, VICE PRESIDENT
C. HARRITT, GENERAL MANAGER
AND CHIEF ENGINEER
KARL HUDSON, SUPERINTENDENT
C. C. FRENCH, TREASURER
RUTH C. DREW, SECRETARY
IRA C. ROBINSON, ASSESSOR-COLLECTOR
W. H. JENNINGS, ATTORNEY
PHONE LA MESA 2388

Grossmont Park Company
1020 Ninth Avenue
San Diego, California

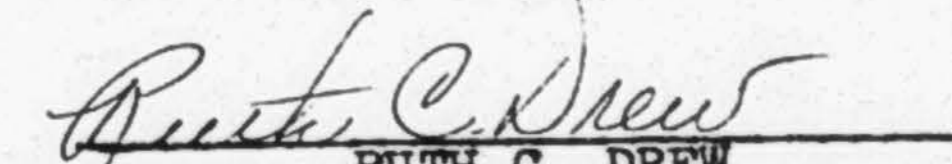
Attention: Miss K. L. May

Gentlemen:

Herewith enclosed please find a form of deed of real property, covering the North 300 feet of Lots 1 and 2, Froehlich Tract. This property was included within the District on November 7, 1939 and we presume that you will desire to deed it to the District with the provision that it be reserved for public road purposes as this is what you have done on the property included within the District on August 1, 1939.

Yours very truly,

OK


RUTH C. DREW
Secretary

LA MESA, LEMON GROVE AND SPRING
VALLEY IRRIGATION DISTRICT

RCD LL



October 19, 1939

La Mesa, Lemon Grove & Spring Valley
Irrigation District,
La Mesa, California.

Gentlemen:

Answering your letter, signed by Mr. Jennings, your attorney, dated October 7th, 1939 our rights in the Fletcher Damsite lands have been conveyed to the Cuyamaca Water Company. Will you please, therefore, make quitclaim deed covering the reversionary interest to the Cuyamaca Water Company, a corporation, covering Fletcher Damsite lands lying above the 995 foot contour.

Yours very truly,

September 14, 1945

Board of Directors
La Mesa, Lemon Grove & Spring Valley
Irrigation District
La Mesa, California

Gentlemen:

Answering Mr. Harritt's letter of September 6th, I note that the Board has concluded that it will not be possible to release Lot 588 either in whole or in part until the agreement for its repurchase, including pipe line installations has been concluded.

We have been struggling under most adverse conditions, have paid all delinquent taxes in full, in accordance with our agreement, on Grossmont and Hawley Heights, except that portion of Lot 588 of Grossmont Park undeveloped, being the very steep mountainside looking into El Cajon, with 60 to 90 degree slope. The roads will cost several thousand dollars. It will cost \$300 to \$500 to make each lot available, yet there are only two or three out of 100 people who will live on these mountain slopes. Yet the work should be done and the property developed for eventually it will be most desirable property and sold as the special customers can be found.

This land is not comparable to the property which Mr. Hansen is developing. It is more like Dictionary Hill and deserves special treatment and consideration.

Your letter asks for \$19,903.00 to put pipe lines thru this inaccessible, rugged section, even before the roads are properly build, with our money lying there six months or a year, and conditions do not today warrant the completion of those roads and the building of the individual homesites.

All your taxes are paid on all of Grossmont except the following 5 lots, ie 275, 290, 291, 349, 361, and we are enclosing our check for \$683.78 to cover taxes and pipe line requirements.

We have agreed, in writing, not to sell any of this portion of Lot 588 until we have built the roads, levelled the property, making it salable and paying in advance for the said pipe lines to the property sold, approved by the Board and Mr. Harritt.

Ed Fletcher Papers

1870-1955

MSS.81

Box: 16 Folder: 2

**General Correspondence - La Mesa, Lemon Grove
and Spring Valley Irrigation District - 1928 - 1939**



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