

Maxey

MAXEY, M. J.

From the papers of Ed Fletcher, the following letters were removed to the alphabetized correspondence files:

KRESSMANN, K. (OCEANSIDE MUTUAL WATER CO.) to Fletcher, 8/22/31
Fletcher to LOVETT, W.W., 3/24/32
MARTIN, J.F. (Mayor of Oceanside)
Fletcher to Martin, 3/23/32
Martin to Fletcher, 3/22/32

Oceanside, California.
November 21st, 1930.

Opportunity

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

My dear Mr. Fletcher:

Regarding my 80 acres known as the old Lanford property east of the Oceanside Mutual Water Company, please get what you can for the property but no less than \$250 an acre with reasonable terms, 6% interest on the deferred payments,

I will pay you the usual commission of 5% for making the deal.

I will send you the legal description of the property just as soon as I get hom.e.

Sincerely yours,

M. J. Maxey (signed)

Maxey

San Diego, California,
July 24, 1931.

Mr. Ed Fletcher,
San Diego, California.

Dear Sir:-

In consideration of your past services and in the future, in case a sale is made of my San Luis Rey property to the City of Oceanside, or otherwise, said property being in Section 13, Township 11 South, Range 5 West, I agree to pay you a 5% commission on said sale, no matter to whom it is sold, if sold within a year from date.

Yours very truly,

M. J. Maxey

July 24, 1931.

Mr. Ed Fletcher,
San Diego, California.

My dear Mr. Fletcher:-

Regarding the ranch which I own in the San Luis Rey Valley adjoining the City of Oceanside in Section 13, Township 11 South, Range 5 West, an option is hereby given to purchase same at \$150 an acre, the option to exist for ninety days from date, and I acknowledge receipt of \$200 on said option.

If the option is exercised, you are to pay \$3800 October 24, 1931, \$4000 on October 24, 1932, and the balance on October 24, 1933, with interest at 8% on deferred payments, payable quarterly.

When \$4000 is paid, a deed is to be given and a mortgage for the deferred payments executed as per terms above stated.

Time is the essence of this option and if the \$3800 is not paid within ninety days from date, this \$200 shall be considered liquidated damages and belong to me.

If the option is exercised, the agreement shall be in full force and effect.

I am to furnish a policy of title insurance when the \$3800 is paid showing the property is free and clear of encumbrance excepting any reservation for water rights heretofore made and subject to taxes for the year 1931-32, the understanding being that each is to pay one-half of this year's taxes.

In determining the acreage, it is to be the actual acreage not including any easement for right of way for railroad but give what equity I may have in said right of way which shall be included in the deed.

Another consideration of this option is that I give my consent and you will likewise,

Mr. Ed Fletcher

#2.

7-24-31.

to the City of Oceanside to put down immediately any number of test wells that it may desire during ninety days from date at their own expense and without liability to either you or me, under an agreement that protects all parties in interest.

The understanding is that the City of Oceanside will not operate any pumping plants or take any water from the property during the ninety day period, and by granting this permission to the City of Oceanside, neither you nor I are granting any rights whatsoever to develop and divert any water from the lands above mentioned.

Yours very truly,

J. Maxey

March 8, 1932

Mr. M. J. Maxey,
Oceanside, California.

My dear Mr. Maxey:

I understood you have closed the sale of your property to the City of Oceanside. Will you please send me a check for 5 percent commission, according to your letter of July 24, 1931.

With kind regards, I am

Yours very truly,

EF:KLM

March 19, 1932

Miss May:

Give Bird the legal description of the Maxey property under our agreement whereby he is to pay me a commission and have Bird see if the Maxey property has been deeded yet to the City of Oceanside.

What does it still stand in? If you can't get the description let me have a map of the Spaulding property.

E.F.

*Not recorded
3/19/32*

Miss May:

Where is the agreement between Maxey and ^{me} I think it is, where I am to be paid a commission if he sells to the city of Oceanside his property.
E.F.

Ed Fletcher Papers

1870-1955

MSS.81

Box: 17 Folder: 19

General Correspondence - Maxey, M.J.



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