

Copy

October 23, 1918.

Mr. Otto Marks,  
Lakeside, California.

My dear Mr. Marks:

I should have gotten in touch with you personally before filing a suit for I asked Mr. Harritt to explain to you, why the suit was brought.

I have put you to no expense and will not do so until I first see you personally. I would, however, like a permit to put down several test pits or wells in or near the river bottom on your property, with your permission, in order to determine how near it is to bed rock. There are three or four good locations within one half a mile of each other where we can build a dam but I would like, at our expense, to see what the situation is. We would agree to fill up the holes and put the property back in its normal condition on written demand from you, at any time. We agree in every way to hold you harmless in every matter and would appreciate the courtesy of making an examination for bed rock.

We agree to complete the work within ninety days from date, leaving the property in its original condition and if any question of damages should arise, for any reason whatsoever, we will be responsible for it.

If it is necessary to consult an attorney for this I will be glad to pay an attorneys fee so that your interests in this can be protected and let this letter serve as a written agreement in case you give your permission, that we will vacate the land at any time on thirty days notice and leave the land in its original condition.

Hoping to have an early and favorable reply.

Yours truly,

CUYAMCAC WATER CO.

Per. Ed Fletcher (Signed)

F-F

Lakeside, Oct 24-1918  
Mr Ed Fletcher  
San Diego, Calif.  
Dear Mr Fletcher:  
In reply to your letter of yesterday will say that I believe the granting of a permit to the Cuyamaca Water Company to dig several prospect holes for bed rock on my ranch will in no way involve the property I hereby



grant permission to  
dig said pits or prospect  
holes under conditions  
and regulations as out-  
lined in your letter  
above, referred to, dated  
Oct. twenty third, Nineteen  
eighteen

Respectfully yours,  
H. O. Marks.

June 23, 1919.

Mr. H. O. Marcks,  
San Diego, California.

My dear Mr. Marcks:

This is to certify that the Cuyamaca Water Company will take no steps to default you in the condemnation suit now pending, and this letter is written for the purpose of extending the time 30 days from date, in which any attempt will be made to secure a default owing to the fact of your not making a defense in court.

I will personally hold you harmless from any loss or expense thereto for the 30 days mentioned above.

Yours very truly,

CUYAMACA WATER COMPANY,

Per

Manager.

EF-mk

*Keep for your record.*



Aug. 14, 1919

Mr. H. O. Marcks,  
Lakeside, California.

Dear Sir:-

Enclosed herewith find check for \$1000. to apply on the purchase price of your 160 acres just above the diverting dam on the San Diego River, San Diego County, California, more particularly described as follows:

S E  $\frac{1}{4}$  of N W  $\frac{1}{4}$  Sec 2, E  $\frac{1}{2}$  of S W  $\frac{1}{4}$  Sec. 2, and the S W  $\frac{1}{4}$  of S E  $\frac{1}{4}$  Sec 2, T 14 S, R 2 E.

The purchase price being \$8000; \$1000. to be paid six months from date, \$2000. on or before one year from date, when deed is to be given for the property and mortgage taken by you in the sum of \$4000. payable on or before two years, with interest at 6% on said mortgage until paid.

On or before six months from date, when the \$1000. is paid, you agree to furnish a certificate of title showing the property free and clear of all encumbrance excepting rights of way for road purposes.

You are to have the use of the property at all times free of charge until the property is fully paid for; we reserving the right to go on the land and make any improvements we see fit, but the property is not to be flooded until you are paid in full.

In case any payments are not made as agreed, payments already made shall be considered liquidated damages and shall remain your property and neither party shall have cause for action against the other on account of failure to make the payments and this contract shall be null and void, otherwise in full force and effect.

Yours very truly,

(Signed) ED FLETCHER

EF/bm  
encl

The above proposition satisfactory and accepted by me.

Escrow #38337

(Signed) H. OTTO MARCKS

May 14, 1925.

Mr. Otto Marcks,  
Lakeside, Calif

My dear Mr. Marcks:

I have purchased the Helena damsite and lands owned by Helion, 1200 acres above the ranch. I want to lease the whole thing for cattle and have one or two parties looking at it. Do you know anyone who desires to lease? I understand there is no one on the Helion-Judson lands above you.

Have you any suggestions to make? There are some sheep men wanting to put sheep in there.

Yours very truly,

EF:KLM



Lakeside Calif.  
May 18th 1925

Mr Ed. Fletcher,  
San Diego, Calif.

My Dear Mr. Fletcher:

I received your letter of the 14<sup>th</sup> in regard to leasing the Helena Dam site to cattle men for grazing purposes. I do not know of any one in particular who wants to lease same for range purposes and would like to have a conference with you in regard to the matter before you sign up with any one as there are a number of phases or conditions that might affect the proposition and the suggestions my brother or I might have to make in regard to the same. So before you go ahead with any arrangements would like to arrange an appointment with you at your convenience and talk the matter over. Thanking you for the consideration you have shown us in this matter I am.

Respectfully yours,  
H. O. Marcks.

May 20, 1925.

Mr. H. O. Marcks,  
Lakeside, Calif.

My dear Mr. Marcks:

Answering yours of the 18th, will say I have a chance to put in a bunch of sheep there at a good rental. Please let me hear from you by return mail as to what you think ought to be done to get the most rental out of it.

Yours very truly,

EF:AH



December  
First  
1925

Mr. H. Otto Marcks,  
Lakeside,  
California.

Dear Mr. Marcks:-

Inclosed herewith is a Release of  
Mortgage which we ask that you kindly sign before  
a Notary and send to Mr. Sears of the Southern Title  
Guaranty Company, San Diego, Cal. to be put in  
Escrow No. 63459 - Order No. 63455.

Your prompt attention to this  
matter will be greatly appreciated.

Yours very truly,

CUYAMACA WATER COMPANY

EF

By

**Ed Fletcher Papers**

**1870-1955**

**MSS.81**

**Box: 17 Folder: 11**

**General Correspondence - Marcks, H. Otto**



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