

This same property mortgaged to Ed Fletcher by Griffith Henshaw and wife for the sum of \$30,537.50, mortgage dated May 5, 1924.

\$ 30,537.50

On or before 5 years ~~after date~~ *copy* without grace, for value received we

San Diego, California, May 5 1924

promise to pay to the order of ED FLETCHER

at 920-8th Street, San Diego, California

Thirty Thousand Five Hundred Thirty-seven and 50/100 - - - - - Dollars

with interest at the rate of six per cent. per annum from date until paid, interest payable quarterly and if not so paid to be compounded and bear the same rate

of interest as the principal; and should the interest not be paid when due then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this Note. Principal and interest payable in Gold Coin of the United States.

Should suit be commenced, or an attorney employed to enforce the payment of this Note, we agree to pay an additional sum of 10 per cent. on principal and accrued interest, as attorney's fees in such suit.

No. _____

Note—Mortgage Form. Argy-Jones Co., Commercial Stationers, San Diego, Cal.

Deuton
agreement
recorded 9/30/24 -
returned
to Title Co - 12/1/24
Friday 29
FEBRUARY

This same property covered by mortgage to
Ed Fletcher by Griffith Henshaw and Wife, dated May 5, 1924
in the sum of \$25,310.83

\$ 25,310.83 San Diego, California, May 5, 1924

On or before 5 years after date, without grace, for value received we

promise to pay to the order of ED FLETCHER C F Taylor

at 920-8th Street, San Diego, California

Twenty-five Thousand Three Hundred Ten and 83/100 - - - - - Dollars

with interest at the rate of six per cent. per annum from date until paid, interest payable quarterly and if not so paid to be compounded and bear the same rate of interest as the principal; and should the interest not be paid when due then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this Note. Principal and interest payable in Gold Coin of the United States. Should suit be commenced, or an attorney employed to enforce the payment of this Note, we agree to pay an additional sum of 10 per cent. on principal and accrued interest, as attorney's fees in such suit.

No. _____

Note—Mortgage Form. Aasy-Jones Co., Commercial Stationers, San Diego, Cal.

1917

THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
I, _____, Clerk of the County of San Diego, do hereby certify that _____ is the true and correct copy of the _____ as the same appears from the records of the County of San Diego.

WITNESSED my hand and the seal of the County of San Diego at San Diego, California, this _____ day of _____, 1917.

San Diego, California

1917

Faint, illegible text on the left page, possibly bleed-through from the reverse side.

FEBRUARY

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MAR.

Saturday

1

APRIL

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1924

Handwritten notes: $\frac{52}{-96911}$, $\frac{1190}{06611}$, $\frac{1806}{589}$, and $\frac{1806}{689}$.

MARCH

S M T W T F S

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						23 24 25 26 27 28 29
						30 31

\$ 11,990.00

San Diego, California, May 5, 1924 92

Five years after date, without grace, for value received we

promise to pay to the order of Ed Fletcher

at his office, San Diego, California

Eleven Thousand Nine Hundred Ninety and no/100 - - - - - Dollars

with interest at the rate of six per cent. per annum from date until paid, interest payable quarterly and if not so paid to be compounded and bear the same rate of interest as the principal; and should the interest not be paid when due then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this Note. Principal and interest payable in Gold Coin of the United States. Should suit be commenced, or an attorney employed to enforce the payment of this Note, we agree to pay an additional sum of ten per cent. on principal and accrued interest, as attorney's fees in such suit.

No.

Note—Mortgage Form. Arey-Jones Co., Commercial Stationers, San Diego, Cal.

All that Real Property situated in.....

County of.....San Diego....., State of California, bounded and described as follows:

Chapman

ALL that portion of the Rancho San Bernardo in the County of San Diego, State of California, and designated as "Parcel 19" in that certain deed of "Wm. G. Henshaw and Hetty T. Henshaw, his wife, to John Treanor, a married man and Ed Fletcher," dated December 30th, 1921, recorded in Book 875, page 404 of Deeds, records of San Diego County, State of California, lying and being above the 330 foot contour line above sea level, United States Geological Survey datum, contiguous to the Lake Hodges Reservoir Site.

EXCEPTING therefrom all that portion described as follows:

Beginning at a point in the Easterly line of the above mentioned tract designated "Parcel 19", whence a pipe monument at the Northeast corner of the said tract designated as "Parcel 19" bears North 11° 48' East, 678.25 feet; thence South 81° 55' West, 175.8 feet; thence South 85° 20' West, 508.00 feet; thence North 24° 07' East, 510.15 feet; thence North 2° 51' East, 98.65 feet; thence North 7° 46' West, 69.80 feet; thence North 26° 57' West, 56.40 feet; thence North 64° 04' West, 79.0 feet; thence South 83° 52' West, 106.32 feet; thence North 15° 43' West, 44.60 feet; thence North 42° 53' West, 83.11 feet; thence North 54° 51' West, 84.0 feet; thence North 58° 20' West, 61.90 feet; thence North 33° 37' West, 91.50 feet; thence North 65° 05' West, 57.50 feet; thence North 45° 49' West, 52.00 feet; thence North 50° 19' West, 184.78 feet; thence North 55° 23' West, 89.20 feet; thence North 41° 49' West, 135.34 feet; thence North 61° 36' West, 65.88 feet; thence South 87° 36' West 97.87 feet; thence North 56° 57' West, 122.10 feet; thence South 87° 31' West, 96.33 feet; thence South 52° 36' West, 169.75 feet; thence South 18° 33' West, 112.66 feet; thence South 83° 16' East, 68.89 feet; thence South 18° 46' West, 71.50 feet; thence South 57° 26' East 123.15 feet; thence South 54° 30' West, 193.56 feet; thence South 26° 13' West, 53.80 feet; thence South 18° 45' East, 77.07 feet; thence South 31° 17' East, 168.66 feet; thence South 20° 19' East 169.30 feet; thence South 12° 34' West, 126.60 feet; thence South 28° 44' East 67.22 feet; thence South 60° 01' East 69.40 feet; thence South 78° 50' West, 147.20 feet; thence South 8° 22' West, 65.57 feet; thence South 1° 04' East 318.70 feet; thence South 5° 30' East 100.90 feet; thence South 49° 45' West, 182.80 feet; thence North 47° 13' West, 189.95 feet; thence North 81° 09' West 108.75 feet; thence North 38° 13' West, 192.64 feet; thence North 41° 54' West, 277.72 feet; thence North 71° 10' West, 202.35 feet; thence North 44° 52' West, 125.38 feet; thence North 52° 28' West, 254.27 feet; thence North 71° 28' West, 184.20 feet; thence South 47° 12' West, 95.27 feet; thence South 31° 23' West, 117.21 feet; thence South 2° 15' East, 49.48 feet; thence South 10° 52' East, 280.28 feet; thence South 23° 42' East, 133.62 feet; thence South 33° 57' East, 162.40 feet; thence South 45° 03' East, 193.95 feet; thence South 42° 56' East, 230.00 feet; thence South 27° 47' East, 176.88 feet; thence South 32° 26' East, 212.35 feet; thence South 23° 21' East, 159.52 feet; thence South 39° 18' East, 108.12 feet; thence South 55° 38' East, 133.72 feet; thence South 73° 37' East, 185.90 feet; thence South

49° 06' East, 139.62 feet; thence North 71° 47' East, 96.60 feet; thence North 1° 55' East, 155.37 feet; thence North 5° 34' East, 271.49 feet; thence North 4° 39' East 479.73 feet; thence North 49° 44' East, 170.00 feet; thence South 71° 50' East, 243.22 feet; thence South 42° 46' East, 175.22 feet; thence North 82° 44' East, 136.78 feet; thence North 79° 35' East, 371.38 feet; thence South 14° 43' East, 308.75 feet; thence South 38° 50' West, 290.51 feet; thence South 7° 54' West, 266.00 feet; thence South 20° 31' West, 171.35 feet; thence South 32° 17' East, 73.42 feet; thence North 72° 39' East 171.74 feet; thence North 51° 01' East, 143.58 feet; thence North 25° 49' East, 212.58 feet; thence North 21° 18' East, 224.61 feet; thence North 89° 22' East, 143.19 feet to a point in the aforesaid Easterly line of "Parcel 19"; thence following the said Easterly line of "Parcel 19" North 11° 48' East, 1032.07 feet to point of beginning. 180.6

E. Cul Co

All that portion of the Rancho San Bernardo in the County of San Diego, State of California, designated as "Parcel 21" in that certain deed of "William G. Henshaw and Hetty T. Henshaw, his wife, to John Treanor, a married man, and Ed Fletcher", dated December 30, 1921 and recorded in Book 875, page 404 of Deeds, Records of San Diego County, California, lying and being above the 330 foot contour line, United States Geological Survey datum, contiguous to the Lake Hodges Reservoir Site. 52.9

Ed Fletcher and Mary C. B. Fletcher

husband and wife

Ten and no/100

For and in consideration of DOLLARS,

Do hereby grant to GRIFFITH HENSHAW

an undivided one-half (1/2) interest in

All that Real Property situated in

County of San Diego, State of California, bounded and described as follows:

Chapman

ALL that portion of the Rancho San Bernardo in the County of San Diego, State of California, and designated as "Parcel 19" in that certain deed of "Wm. G. Henshaw and Hetty T. Henshaw, his wife, to John Treanor, a married man and Ed Fletcher," dated December 30th, 1921, recorded in Book 875, page 404 of Deeds, records of San Diego County, State of California, lying and being above the 330 foot contour line above sea level, United States Geological Survey datum, contiguous to the Lake Hodges Reservoir Site.

EXCEPTING therefrom all that portion described as follows:

Beginning at a point in the Easterly line of the above mentioned tract designated "Parcel 19", whence a pipe monument at the Northeast corner of the said tract designated as "Parcel 19" bears North 11° 48' East, 678.25 feet; thence South 81° 55' West, 175.8 feet; thence South 85° 20' West, 508.08 feet; thence North 24° 07' East, 510.15 feet; thence North 2° 51' East, 98.65 feet; thence North 7° 46' West, 69.80 feet; thence North 26° 57' West, 56.40 feet; thence North 64° 04' West, 79.0 feet; thence South 83° 52' West, 106.32 feet; thence North 15° 43' West, 44.60 feet; thence North 42° 53' West, 83.11 feet; thence North 54° 51' West, 84.0 feet; thence North 58° 20' West, 61.90 feet; thence North 33° 37' West, 91.50 feet; thence North 65° 05' West, 57.50 feet; thence North 45° 49' West, 52.00 feet; thence North 50° 19' West, 184.78 feet; thence North 55° 23' West, 89.20 feet; thence North 41° 49' West, 135.34 feet; thence North 61° 36' West, 65.88 feet; thence South 87° 36' West 97.87 feet; thence North 56° 57' West, 122.10 feet; thence South 87° 31' West, 96.33 feet; thence South 52° 36' West, 169.75 feet; thence South 18° 33' West, 112.66 feet; thence South 83° 16' East, 68.89 feet; thence South 18° 46' West, 71.50 feet; thence South 57° 26' East 123.15 feet; thence South 54° 30' West, 193.56 feet; thence South 26° 13' West, 53.80 feet; thence South 18° 45' East, 77.07 feet; thence South 31° 17' East, 168.66 feet; thence South 20° 19' East 169.30 feet; thence South 12° 34' West, 126.60 feet; thence South 28° 44' East 67.22 feet; thence South 60° 01' East 69.40 feet; thence South 78° 50' West, 147.20 feet; thence South 8° 22' West, 65.57 feet; thence South 1° 04' East 318.70 feet; thence South 5° 30' East 100.90 feet; thence South 49° 45' West, 182.80 feet; thence North 47° 13' West, 189.95 feet; thence North 81° 09' West 108.75 feet; thence North 38° 13' West, 192.64 feet; thence North 41° 54' West, 277.72 feet; thence North 71° 10' West, 202.35 feet; thence North 44° 52' West, 125.38 feet; thence North 52° 28' West, 254.27 feet; thence North 71° 28' West, 184.20 feet; thence South 47° 12' West, 95.27 feet; thence South 31° 23' West, 117.21 feet; thence South 2° 15' East, 49.48 feet; thence South 10° 52' East, 280.28 feet; thence South 23° 42' East, 133.62 feet; thence South 33° 57' East, 162.40 feet; thence South 45° 03' East, 193.95 feet; thence South 42° 56' East, 230.00 feet; thence South 27° 47' East, 176.88 feet; thence South 32° 26' East, 212.35 feet; thence South 23° 21' East, 159.52 feet; thence South 39° 18' East, 108.12 feet; thence South 55° 38' East, 133.72 feet; thence South 73° 37' East, 185.90 feet; thence South

49° 06' East, 139.62 feet; thence North 71° 47' East, 96.60 feet; thence North 1° 55' East, 155.37 feet; thence North 5° 34' East, 271.49 feet; thence North 4° 39' East 479.73 feet; thence North 49° 44' East, 170.00 feet; thence South 71° 50' East, 243.22 feet; thence South 42° 46' East, 175.22 feet; thence North 82° 44' East, 136.78 feet; thence North 79° 35' East, 371.38 feet; thence South 14° 43' East, 308.75 feet; thence South 38° 50' West, 290.51 feet; thence South 7° 54' West, 266.00 feet; thence South 20° 31' West, 171.35 feet; thence South 32° 17' East, 73.42 feet; thence North 72° 39' East 171.74 feet; thence North 51° 01' East, 143.58 feet; thence North 25° 49' East, 212.58 feet; thence North 21° 18' East, 224.61 feet; thence North 89° 22' East, 143.19 feet to a point in the aforesaid Easterly line of "Parcel 19"; thence following the said Easterly line of "Parcel 19" North 11° 48' East, 1032.07 feet to point of beginning. 180.6

E. Cul Co

All that portion of the Rancho San Bernardo in the County of San Diego, State of California, designated as "Parcel 21" in that certain deed of "William G. Henshaw and Hetty T. Henshaw, his wife, to John Treanor, a married man, and Ed Fletcher", dated December 30, 1921 and recorded in Book 875, page 404 of Deeds, Records of San Diego County, California, lying and being above the 330 foot contour line, United States Geological Survey datum, contiguous to the Lake Hodges Reservoir Site. 52.9

To Have and to Hold the above granted and described premises unto the said Grantee.....
heirs and assigns forever,..... **his**

Witness our hand S and seal S this 13th day of May 1924

Signed and executed in presence of



STATE OF CALIFORNIA, }
County of San Diego. } ss.

On this day of Nineteen Hundred and
..... before me,

a Notary Public in and for said County and State, residing therein, duly commissioned and sworn.
personally appeared

.....
known to me to be the person.... described in and whose name..... subscribed to the within
instrument and acknowledged to me that..... he..... executed the same.

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

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

Mail to.....

Grant Bepp

TO

Dated 192.....

AREY-JONES COMPANY
COMMERCIAL STATIONERS
933 FOURTH STREET
SAN DIEGO, CAL.

THIS MORTGAGE, Made the Fifth day of

May, 1924

By GRIFFITH HENSHAW and IRENE R. HENSHAW
husband and wife

To ED FLETCHER, Mortgagee,

Mortgagee,

Witnesseth, That the Mortgagor^s hereby mortgage to the Mortgagee all that certain real property situate in the

County of San Diego, State of California, and particularly described as follows:

frontage forty 40 feet, width 30 feet, area 1200 square feet.
frontage forty 40 feet, width 38 feet, area 1520 square feet.
frontage forty 40 feet, width 30 feet, area 1200 square feet.

including all buildings and improvements thereon or that may be erected thereon; together with all and singular the tenements, hereditaments and appurtenances, water and water rights, pipes, flumes and ditches thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; for the purpose of securing

First: The performance of the promises and obligations of this mortgage and payment of the indebtedness evidenced by a promissory note (and any renewal or renewals thereof) in words and figures as follows:

\$ 11,990 San Diego California, May 5 1921

Five years after date, without grace, for value received we

promise to pay to the order of ED FLETCHER

at his office, San Diego, California

Eleven Thousand Nine Hundred Ninety and no/100 - - - - DOLLARS,

with interest at the rate of six per cent. per annum from date until

paid, interest payable quarterly and if not so paid to be compounded

and bear the same rate of interest as the principal; and should the interest not be paid when due then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this Note. Principal and interest payable in Gold Coin of the United States. Should suit be commenced, or an attorney employed to enforce the payment of this Note, we agree to pay an additional sum of ten

per cent. on principal and accrued interest, as attorney's fees. This Note is secured by mortgage on real property.

Griffith Henshaw

No. _____

Irene R. Henshaw

Second: The payment of all costs and expenses of any action brought to foreclose this mortgage, whether suit progress to judgment or not; and also such sums as said mortgagee may pay for searching the title to the mortgaged property subsequent to the date of the record of this mortgage or for surveying said property, all of which said sums, including the attorney's fees specified in said note, are hereby declared a lien upon said property and are secured hereby.

Third: The payment of all sums expended or advanced by the mortgagee for taxes, assessments, incumbrances, adverse claims, fire insurance, inspection, repair, cultivation, irrigation, protection, or for any other purpose, provided for by the terms of this mortgage.

The mortgagor agree to pay, as soon as due, all taxes, assessments and incumbrances, which may be, or appear to be, liens upon said property or any part thereof, including taxes levied or assessed upon this mortgage or upon the debt secured hereby (but not including the Federal Income Tax), and hereby waive all right to treat the payment of such taxes or assessments as a payment on the debt hereby secured or as being to any extent a discharge thereof; and the mortgagor agree to keep said buildings insured against fire, to the amount required by and in such insurance companies as may be satisfactory to the mortgagee and with loss, if any, payable to the mortgagee; and to promptly pay and settle (or cause to be removed by suit or otherwise) all adverse claims against said property.

In case said taxes, assessments or incumbrances so agreed to be paid by the mortgagor be not so paid, or said buildings so insured and said policies so assigned, or said adverse claims so paid, settled or removed, then the mortgagee, being hereby made the sole judge of the legality thereof, may, without notice to the mortgagor, pay such taxes, assessments or incumbrances, obtain such policies of insurance in his own name as mortgagee and pay or settle any or all such adverse claims or cause the same to be removed by suit or otherwise.

The mortgagor agree to keep said property in good condition and repair and to permit no waste thereof, and should said property, or any part thereof, require any inspection, repair, cultivation, irrigation or protection, other than that provided by the mortgagor, then the mortgagee, being hereby made the sole judge of the necessity therefor, and without notice to the mortgagor may enter or cause entry to be made upon said property, and inspect, repair, cultivate, irrigate, or protect said property as he may deem necessary. All sums expended by the mortgagee in doing any of the things above authorized are secured hereby and shall be paid to the mortgagee by the mortgagor in said gold coin, on demand, together with interest from the date of payment, at the same rate of interest as is provided to be paid in the note hereinbefore set out.

In the event of a loss under any policy of fire insurance, the amount collected thereon by the mortgagee may, at the option of the mortgagee, be either credited upon the indebtedness secured hereby (being applied first to interest due and any remainder upon the principal sum, interest to cease on any amount so credited on said principal sum) or may be applied to repairing the damage on account of which the amount is so collected.

The mortgagor waive the right to have said property, or any part thereof, brought under the operation of an Act approved by the electors of California, entitled "Land Title Law," which became effective December 19, 1914, or any amendment thereof, and agree that the bringing of said property, or any part thereof, within the operation of said Act would impair the security hereof. The mortgagor agree not to cause or suffer the said property, or any part thereof, to be brought under the operation of said Act, and that in the event that the mortgagor shall file any petition for said purpose, or in the event that said property, or any part thereof, shall be registered under the provisions of said Act, upon the happening of either of such events or at any time thereafter the owner of the note secured hereby may, at the option of such owner, declare the whole sum of principal and interest of said note immediately due and payable, and, or, may prevent any violation hereof or compel the withdrawal of such petition by appropriate proceedings. In any such proceeding the mortgagee may employ attorneys who shall represent and protect his rights hereunder, and the amount of all sums expended by the mortgagee for the fees of such attorneys and costs of suit shall constitute a debt due from the mortgagor herein to said mortgagee, and shall be secured hereby and shall be payable, in gold coin, on demand.

The mortgagor[§] promise—to pay said note—according to the terms and conditions thereof; and in case of default in the payment of the same or of any installment of interest thereon when due, or if default be made in the payment of any other of the moneys herein agreed to be paid, or in the performance of any of the covenants or agreements herein contained on the part of the mortgagor—, the whole sum of money then secured by this mortgage shall become immediately due and payable at the option of the holder of said note—and this mortgage may thereupon, or at any time during such default, be foreclosed, and the filing of the complaint in foreclosure shall be conclusive notice of the exercise of such option by the mortgagee.

It is also agreed that should this mortgage be foreclosed, then in the decree of foreclosure entered in such action, the property described therein may be ordered sold en masse—or in lots or parcels, at the option of the mortgagee—.

AND ALSO, that the mortgagee—may at any time, without notice, release portions of said mortgaged premises from the lien of this mortgage without affecting the personal liability of any person for the payment of the said indebtedness, or the lien of this mortgage upon the remainder of the mortgaged premises for the full amount of said indebtedness then remaining unpaid.

The mortgagor[§] hereby mortgage—the property hereinbefore described, to secure the performance of every promise and agreement herein contained, direct or conditional, and secure the repayment to the mortgagee— of all sums paid, laid out or expended by the said mortgagee—under the terms of this mortgage, and also to secure the attorneys' fees and costs provided for by this mortgage in case of a foreclosure thereof.

Every covenant, stipulation and agreement herein contained shall bind and inure to the benefit of said parties, their heirs, executors, administrators or assigns, but if any owners of said indebtedness shall acquire or hold title thereto as joint tenants, then the provisions hereof shall inure to their benefit as such, including the incident of survivorship.

WITNESS the hand.... and seal.... of said Mortgagor.... the day and year first above written.

Signed in the presence of _____

_____ } _____

STATE OF _____ }
County of _____ } ss.

On this _____ day of _____, 192____,
before me, _____
a Notary Public in and for said County and State, personally appeared _____

known to me to be the person.... whose name..... subscribed to the foregoing instrument and acknowledged to me that.... he.... executed the same.

WITNESS my hand and official seal the day and year in this Certificate first above written.

Order No.
Mail when Recorded to

MORTGAGE
INDIVIDUAL
(With Tax Agreement)

TO

DATED _____ 192__

UNION TITLE COMPANY
OF SAN DIEGO
UNION TRUST COMPANY
OF SAN DIEGO
1028 SECOND ST., SAN DIEGO, CALIF.

Union Title Company of San Diego

1028 SECOND STREET
JOHN F. FORWARD, President

issues
**GUARANTEES OF TITLE, TITLE INSURANCE
POLICIES, ESCROWS**

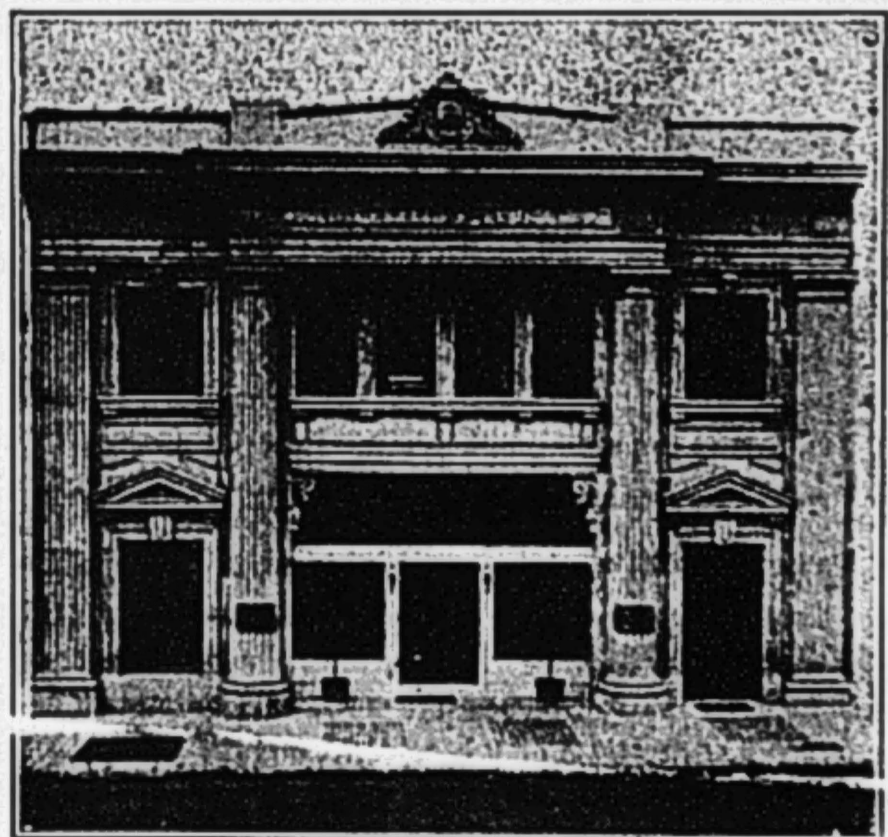
Protected by Resources of \$3,500,000

Union Trust Company of San Diego

1028 SECOND STREET
JOHN F. FORWARD, President

Authorized Capital, \$500,000.00. Paid in Capital, \$100,000.00

Under supervision of Superintendent State Banking Department.
Acts as Executor, Administrator, Guardian and Trustee of Estates.
Acts in all Trust Capacities authorized by the laws of the State of California.



Union Title Company's Building

Grant Deed

ED FLETCHER AND MARY C. B. FLETCHER, (husband and wife)

San Diego
of ~~Los Angeles County~~, California

in consideration of..... - - - - - Ten and no/100 - - - - - DOLLARS,

to.....them.....in hand paid, the receipt of which is hereby acknowledged, do.....hereby

GRANT to..... GRIFFITH HENSHAW, husband of IRENE R. HENSHAW

San Francisco,

of ~~Los Angeles County~~, California, AN UNDIVIDED ONE-HALF INTEREST IN

all that real property situate in the County of San Diego,

~~County of Los Angeles~~ State of California, described as follows:

All that portion of the Rancho San Bernardo in the County of San Diego, State of California conveyed to John Treanor and Ed Fletcher by Wm. G. Henshaw and Betty T. Henshaw by deed dated the 30th day of December, 1921 and recorded in Book 875 of Deeds, page 404, records of San Diego County, March 31, 1922, and described as Parcel 20 in said deed, to which reference is hereby made for a more particular description, lying and being above an elevation of 330 ft. above sea level according to the U.S.G.S. datum, containing 525 acres more or less. Also,

All that portion of the Northeast Quarter (NE $\frac{1}{4}$) of Southwest Quarter (SW $\frac{1}{4}$), and the South Half (S $\frac{1}{2}$) of Southwest Quarter (SW $\frac{1}{4}$) of fractional Section 32, Township 12 South, Range 2 West, S.B.M., the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Southwest Quarter (SW $\frac{1}{4}$) and Lot No. 5 of fractional Section 5, Township 13 South, Range 2 West, S.B.M. lying above the 330 foot contour line above sea level U.S.G.S. datum, contiguous to the Lake Hodges reservoir site, and Easterly of the following described line, said line

Beginning at a point on the North line of said Southwest Quarter of fractional Section 32, Township 12 south, Range 2 West, whence the Northeast corner of said Southwest quarter bears North 89°56' East 787.0 feet; thence South 3°27' West 229.71 feet; thence South 80°01' West 360.70 feet; thence South 9°30' West 329.50 feet; thence South 2°07' East 291.80 feet; thence South 16°16' West 362.90 feet; thence South 4°08' East 438.00 feet; thence South 32°47' West 187.60 feet; thence South 17°18' East 174.20 feet; thence South 3°19' West 470.00 feet; thence South 1° 01' East 130.00 feet; thence South 38° 46' East 71.10 feet; thence South 14° 35' West 137.0 feet; thence South 56° 56' West 94.0 feet; thence South 10° 52' West 55.0 feet; thence South 15° 12' West 49.0 feet; thence South 4° 05' East 83.0 feet; thence South 17° 17' West 52.0 feet; thence South 10°06' West 81.0 feet; thence South 23° 53' West 111.0 feet; thence South 82° 35' West 40.0 feet; thence South 12° 35' East 187.0 feet; thence South 29°25' East 224.6 feet to a point on the said 330 foot contour line; thence following the said 330 foot contour line in a general Southeasterly direction to its intersection with the Westerly line of the Rancho San Bernardo. Containing 146 acres.

Grant Deed

ED FLETCHER AND MARY C. B. FLETCHER, (husband and wife)

of ~~Los Angeles County~~ ^{San Diego} County, California

in consideration of ~~-----~~ -Ten and no/100 - - - - - DOLLARS,
to ~~them~~ in hand paid, the receipt of which is hereby acknowledged, do ~~-----~~ hereby
GRANT to GRIFFITH HENSHAW, husband of IRENE R. HENSHAW

~~San Francisco,~~

of ~~Los Angeles County~~ California, AN UNDIVIDED ONE-HALF INTEREST IN

all that real property situate in the County of San Diego,

~~County of Los Angeles~~ State of California, described as follows:

All that portion of the Rancho San Bernardo in the County of San Diego, State of California conveyed to John Treanor and Ed Fletcher by Wm. G. Henshaw and Hetty T. Henshaw by deed dated the 30th day of December, 1921 and recorded in Book 875 of Deeds, page 404, records of San Diego County, March 31, 1922, and described as Parcel 20 in said deed, to which reference is hereby made for a more particular description, lying and being above an elevation of 330 ft. above sea level according to the U.S.G.S. datum, containing 525 acres more or less. Also,

All that portion of the Northeast Quarter (NE $\frac{1}{4}$) of Southwest Quarter (SW $\frac{1}{4}$), and the South Half (S $\frac{1}{2}$) of Southwest Quarter (SW $\frac{1}{4}$) of fractional Section 32, Township 12 South, Range 2 West, S.B.M., the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Southwest Quarter (SW $\frac{1}{4}$) and Lot No. 5 of fractional Section 5, Township 13 South, Range 2 West, S.B.M. lying above the 330 foot contour line above sea level U.S.G.S. ~~----- and Easterly of~~

(Faint mirrored text from reverse side of page)

To Have and to Hold to the said grantee their heirs or assigns, forever.

Witness our hand & this _____ day of _____ 19 24

State of California }
County of Los Angeles }

On this day of 19
before me
a Notary Public in and for said County, personally appeared.....
.....
.....

known to me to be the person..... whose name..... subscribed to the within
instrument, and acknowledged that..... he..... executed the same.

Witness my hand and official seal.

.....
Notary Public, Los Angeles County, California.

GRANT DEED

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.....
.....

TO

Dated, 19.....

**Title Guarantee and Trust
Company**
INCORPORATED
PAID UP CAPITAL AND SURPLUS, OVER
ONE MILLION DOLLARS
S. E. COR. BROADWAY AND FIFTH STREET
LOS ANGELES, CALIF.

Order No.....

When recorded please mail this Deed to

.....
.....
.....

ED FLETCHER and MARY C. B. FLETCHER (husband and wife)

and C. F. TAYLOR and B. H. TAYLOR (wife and husband)

For and in consideration of TEN and no/100

DOLLARS,

Do hereby grant to GRIFFITH HENSHAW

husband of

All that Real Property situated in the

County of San Diego, State of California, bounded and described as follows:

All that portion of that certain tract of land designated "M. Barnett", said "M. Barnett" tract being a portion of the Rancho San Bernardo as same is shown on Licensed Survey Map #180, filed June 8th, 1915, in the office of the County Recorder of San Diego County, State of California, and more particularly described as follows:

All that portion of the said "M. Barnett" tract lying and being above the 330 foot contour line above sea level United States Geological Survey datum contiguous to the Lake Hodges Reservoir site within the following described boundary:

Beginning at the intersection of the Northerly line of the said "M. Barnett" tract with the center line of the County Road known as County Highway Mission Road No. 1-A, a map of which road is on file in the office of the County Surveyor of San Diego County, California, and running thence with the said center line of Mission Road No. 1-A in a Southerly direction to its intersection with the center line of County Road known as County Highway Relocation, Route No. 3, Division No. 1, a map of which road is on file in the office of the County Surveyor of San Diego County, California; thence with the said center line of Relocation Route No. 3, Division No. 1 to a point, said point being Station 213+12.4 of said Route No. 3, Division No. 1; thence leaving the said center line of road and running thence South 76° 03' West 298.0 feet; thence South 15° 07' West 440.0 feet; thence South 61° 18' West 1956.0 feet; thence North 61° 10' West 1118.0 feet; thence South 34° 03' West 400.0 feet more or less to a point on the aforesaid 330 foot contour line; thence following the said 330 foot contour line in a general Westerly direction to its intersection with the Westerly line of the aforesaid "M. Barnett" tract; thence following the said Westerly line of "M. Barnett" tract in a Northerly direction to its intersection with the aforesaid Northerly line of the "M. Barnett" tract; thence following the said Northerly line of "M. Barnett" tract in an Easterly direction to its intersection with the center line of the aforesaid Mission Road No. 1-A and the point of beginning. Containing 570 acres.

Barnett W. & N. of paved Highway
except Taylor 40 ac. of N.C. 7
Hodges Bridge

The land herein conveyed being subject to easements for road purposes as recorded in Book of Deeds No. 751, Pages 59, 61 and 174 respectively, records of San Diego County, Calif.;

Also

The Southwest Quarter of Southeast Quarter (SW 1/4 of SE 1/4) and Lot Four (4) of fractional Section 32, Township 12 South, Range 2 West, S.B.M. and Lots One (1) and Four (4) of Fractional Section 5, Township 13 South, Range 2 West, S.B.M. containing 121.2 acres, more or less

gpp 5/11

Taylor
Taylor

GH




To Have and to Hold the above granted and described premises unto the said Grantee his
heirs and assigns forever,

This deed is given subject to a \$6,000 mortgage to the
Southern Trust & Commerce Bank of San Diego which said grantee
assumes with interest paid to May 5, 1924.

Witness our hand & seal this 5th day of May 1924

Signed and executed in presence of

Lon B Mathews

Ed Fletcher 
Mary C B Fletcher 
C F Taylor 
B N Taylor

STATE OF CALIFORNIA, }
County of San Diego. } ss.

On this 7th day of May Nineteen Hundred and
twentieth before me, Lon B Mathews

a Notary Public in and for said County and State, residing therein, duly commissioned and sworn.

personally appeared Ed Hatcher & Mary C B Hatcher (husband and wife)

and C F Taylor & B N Taylor (wife and husband)

known to me to be the person... described in and whose name.s... subscribed to the within
instrument and acknowledged to me that... They executed the same.

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

Lon B Mathews

Notary Public in and for the County of San Diego, State of California

Mail to.....

Mary 5th
19.27

Grant Reed

TO

Dated.....192.....

AREY-JONES COMPANY
COMMERCIAL STATIONERS
933 FOURTH STREET
SAN DIEGO, CAL.

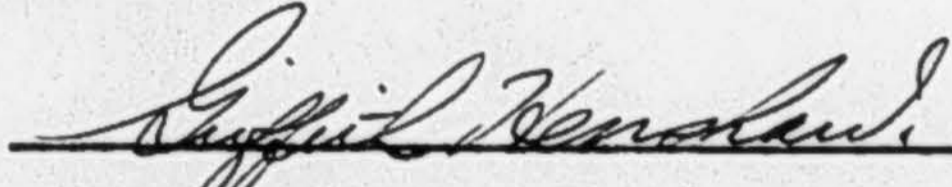
ASSIGNMENT

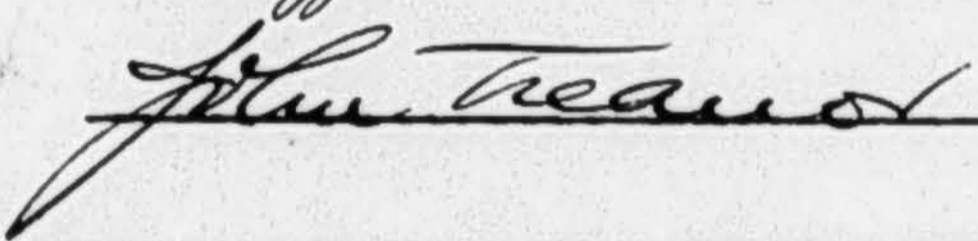
Compand
HCB

San Francisco, California,
March 7, 1925.

For and in consideration of the sum of ONE DOLLAR, and other valuable consideration, we, the undersigned, GRIFFITH HENSHAW, of San Francisco, California, and JOHN TREANOR, of Los Angeles, California, hereby transfer, assign and set over to ED FLETCHER, of San Diego, California, all of our right, title and interest in and to any sales contracts to any and all parcels of real property located in Solana Beach, San Diego County, California, being that particular property described in a certain map numbered 1749 and recorded in the County Recorder's office of San Diego County on the 5th day of March, 1923, and any other accounts, property or assets pertaining thereto, it being the purpose and intent of this assignment that the assignors hereby relinquish and waive any right or interest they may have in and to any sales or contracts of sales, or any property located in said Solana Beach, or any interest in any business or other thing of value growing out of or related to said Solana Beach, excepting therefrom the interest of the parties hereto in Lots Three (3), Four (4) and Five (5), in Block Twenty-three (23) of said Solana Beach.

IN WITNESS WHEREOF, we have hereunto subscribed our names the day and year first above written.





STATE OF CALIFORNIA,)
City of County of San Francisco) ss.

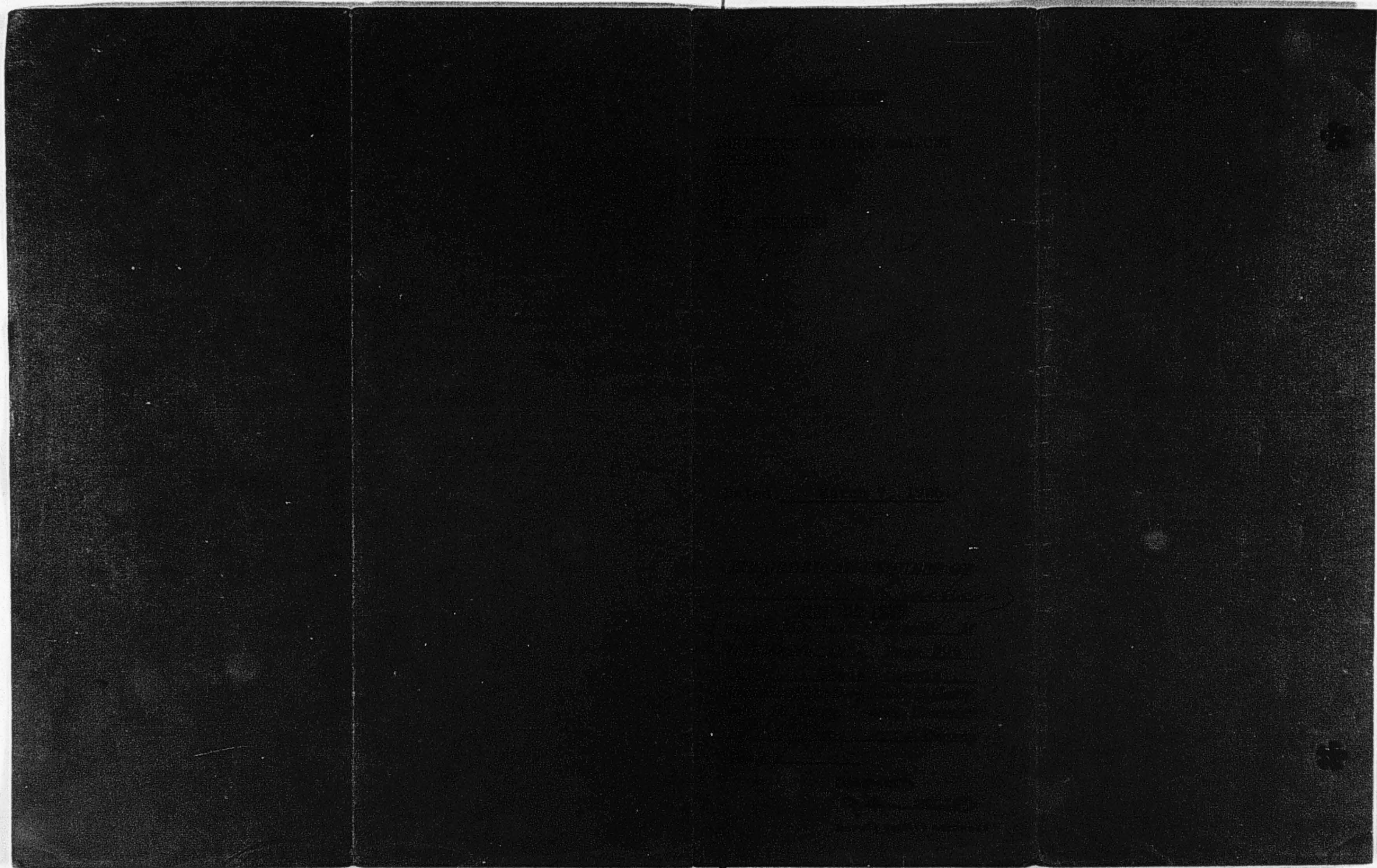
On this 11th day of June, 1925, before me,
Flora Hall, a Notary Public in and for
said ^{City and} County and State, personally appeared GRIFFITH HENSHAW,
known to me to be the person whose name is subscribed to the
within instrument, and he duly acknowledged to me that he exe-
cuted the same.

Flora Hall
Notary Public in and for the County
of San Francisco, State of California.

STATE OF CALIFORNIA,)
County of Los Angeles) ss.

On this 10th day of June, 1925, before me,
ELLA SCOTT, a Notary Public in and for
said County and State, personally appeared JOHN TREANOR, known to
me to be the person whose name is subscribed to the within instru-
ment, and he duly acknowledged to me that he executed the same.

Ella Scott
Notary Public in and for the County
of Los Angeles, State of California.
My commission expires April 21, 1929



State of California, }
County of San Diego, } ss.

On this 24th day of March A. D. Nineteen Hundred and Twenty-five before me, LOU B. MATHEWS

a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Ed Fletcher

Known to me to be the President, and Mary E. Fletcher

known to me to be the Secretary of the Corporation that executed the within instrument, known to be to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed by Official Seal, at my office, in said County of San Diego, State of California, the day and year in this certificate first above written.

Lou B. Mathews

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

My Commission expires
December 7th 1926

6-13-15-16-18-19-20

Mail to.....

Grant Reed
CORPORATION

TO

Dated 192

AREY-JONES COMPANY
COMMERCIAL STATIONERS
933 FOURTH STREET
SAN DIEGO, CAL.

800
71
20
70
910
800

No 6

No 13

No 14

No 15

No 16

No 17

No 19

No 23

ED FLETCHER and MARY C. B. FLETCHER, husband and wife.
C. F. TAYLOR and B. H. TAYLOR, wife and husband; and
GROSSMONT PARK COMPANY.

a Corporation, having its principal place of business in San Diego

County of San Diego, California, by virtue of a resolution authorizing the same, passed at a meeting of its Directors, for and in consideration of the sum of

Ten and no/100 - - - - - DOLLARS,

Do hereby Grant to JOHN TREATOR AND GRIFFITH HENSHAW

All that Real Property situated in the

County of San Diego, State of California, bounded and described as follows:

one quarter

AN UNDIVIDED ONE-HALF INTEREST IN

Southeast Quarter of Southwest Quarter; Southwest Quarter of Southeast Quarter of Section Six (6) and North one-half of Northwest Quarter of Section Seven (7) all in Township eleven (11) South, Range two (2) East, S. B. M. ✓

Also all of Section thirty six (36) Township ten (10) South, Range One (1) East; the West half of the Northwest Quarter; the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section Thirty-one (31) Township ten (10) South, Range two (2) East; the West half of the West half of Section Six (6), Township eleven (11) South, Range two (2) East, S.B.M. ✓

Also the North half of the Southeast Quarter; the Southeast Quarter of the Southeast Quarter of Section Twenty-seven (27); the Northeast Quarter of the Northeast Quarter of Section Thirty-four (34) all in Township ten (10) South, Range one (1) West, S. B. M. ✓

Also Southeast Quarter of Northeast Quarter and the Northeast Quarter of Southeast Quarter of Section twenty (20), Township ten (10) South Range Three (3) West, S.B.M. ✓

Also (a) East half of the Southeast Quarter of the Southeast Quarter of Section nineteen (19); the South half of the Southeast Quarter; the South three quarters of the Northwest Quarter of the Southeast Quarter; the Southwest Quarter of the Southwest Quarter and all of the East Half of the Southwest Quarter of Section Twenty (20), NOT INCLUDED WITHIN the boundaries of "Fairview", all in Township Ten (10) South, Range three (3) West, San Bernardino Meridian, in the County of San Diego, State of California. EXCEPTING from the said Southwest Quarter of the Southwest Quarter of Section twenty (20) that portion thereof conveyed by Ed Fletcher and Mary C. B. Fletcher, husband and wife, to the County of San Diego, by deed dated July 21st, 1914, and recorded in Book 650 Page 402 of Deeds, Records of said County, described as follows:

COMMENCING at a point North 0° 14' East thirteen hundred thirty-nine and seven-tenths (1339.7) feet and South 89° 42' East one hundred eighty-five and six-tenths (185.6) feet from the Southwest corner of the aforementioned Section Twenty (20), thence running South 89° 42' East five hundred thirty-nine and no-tenths (539.0) feet to a point, thence running South 0° 15' West four hundred eleven and four tenths (411.4) feet to the center of Route No. 4 of the Highway Commission Boulevards, thence North 62° 29' West five hundred ninety-eight and eight-tenths (598.8) feet to a point, thence North 2° 29' West one hundred thirty-seven and eight-tenths (137.8) feet to the point of beginning.

- (b) Lots one (1) to Forty (4) inclusive Block one (1);
- Lots One (1) to Forty (40) inclusive in Block two (2);
- Lots One (1) to Forty (40) inclusive in Block three (3);
- Lots One (1) to Forty (40) inclusive in Block four (4);
- Lots One (1) to Forty (40) inclusive in Block five (5);
- Lots One (1) to Forty (40) inclusive in Block six (6);
- Lots One (1) to Twenty-five (25) inclusive and twenty-eight (28) to Forty (40) inclusive in Block seven (7);
- Lots One (1) to Forty (40) inclusive in Block eight (8);
- Lots One (1) to Forty (40) inclusive in Block nine (9)
- Lots One (1) to Eight (8) inclusive and Thirty-three (33) to Forty (40) inclusive in Block ten (10)
- Lots One (1) to Twenty (20) inclusive and Twenty-four (24) to Forty (40) inclusive in Block eleven (11);
- Lots Three (3) to Thirteen (13) inclusive and Sixteen (16) Nineteen (19) inclusive and Twenty-two (22) to Forty (40) inclusive

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Commencing at a point on the East line of the Northeast Quarter of Southeast Quarter of the Northeast Quarter of Section Thirty (30), Township ten (10) South, Range three (3) West, San Bernardino Meridian, six hundred (600) feet South from the Northeast corner of said land;

2.

thence North along said East line six hundred (600) feet to said Northeast corner; thence West along the North line of said land six hundred (600) feet to a point; thence in a southeasterly direction about eight hundred forty-eight (848) feet to the place of beginning.

Subject to 1: Easement of right of way for road purposes over the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 29, Township 10 South, Range 3 West, S. B. M. as granted by J. W. Anderson to San Diego County by deed dated April 2, 1895, recorded in Book 257, Page 83, of Deeds, and shown by Road Survey No. 67, in the office of the County Surveyor.

2: Easement of right of way forty feet wide for road purposes over the Southwest Quarter of the Southwest Quarter of Section 29, Township 10 South, Range 3 West, S. B. M. as granted by Mary C. Cantarini to San Diego County, by deed dated February 2, 1898, recorded in Book 257, Page 351, of Deeds, and shown by Road Survey No. 125, in the office of the County Surveyor.

3: Easement of right of way forty feet wide for road purposes over the East half of the Southeast Quarter of Section 30 and the Northwest Quarter of the Southwest Quarter of Section 29, Township 10 South, Range 3 West, San Bernardino Meridian, as granted by Sarah M. Anderson to San Diego County by Deed dated May 23, 1898, and recorded in Book 257, page 391 of Deeds, and shown by Road Survey No. 125, in the office of the County Surveyor.

4: Easement of right of way forty feet wide for road purposes over the East half of the Northwest Quarter of the Northwest Quarter of Section 29, Township 10 South, Range 3 West, San Bernardino Meridian, as granted by Sarah M. Anderson to County of San Diego, by deed dated June 13, 1912, recorded in Book 505, page 60 of Deeds.

Also the Northeast Quarter of the Northeast Quarter and the North 25 acres of the Northwest Quarter of the Northeast Quarter of Section thirty one (31), Township ten (10) South, Range three (3) West, S. B. M. ✓

Also Commencing at the point of inter section of West line of Lot four (4) of Section six (6), Township eleven (11) South, Range three (3) West, with the North bank of the San Luis Rey River; thence Northeasterly along North bank of said river six hundred sixty (660) feet; thence Northerly three hundred thirty (330) feet; thence Southwesterly six hundred sixty (660) feet to Range line between Ranges three (3) and four (4) West, S.B.M.; thence South on said Range line to point of commencement, and being part of Lot Four (4) Section thirty-one (31), Township Ten (10) South, Range three (3) West, and of Lot Four (4) Section Six (6) Township eleven (11) South Range three (3) West, S.B.M. as shown by Licensed Surveyor's Map No. 150, filed in the office of the County Recorder of said San Diego County, May 26th, 1906. ✓

Also the Northeast Quarter, Northeast Quarter of Northwest Quarter and North half of Northwest Quarter of Northwest Quarter of Section One (1), Township Eleven (11) South, Range four (4) West, S.B.M. ✓

Also the East half of Southeast Quarter and Northwest Quarter of Southeast Quarter of Section thirty five (35) Township ten (10) South, Range four (4) West, S.B.M. ✓

Subject to 1: An easement of right of way for public highways over portions of said property as granted by John Shoup to the County of San Diego by Deed recorded in Book 167, page 340 of Deeds.

2: An Easement of right of way for a public road forty (40) feet wide over the East half of the Southeast Quarter of Section thirty-five (35) herein described as granted to the County of San Diego by John

Shooper by deed recorded in Book 310, Page 82 of Deeds.

3: A right of way over the Northwest Quarter of the Southeast Quarter of Section thirty-five, Township ten South, Range four West, S.B.M. for poles and wires for transmitting electrical energy as granted by deed recorded in Book 378, page 357 of Deeds.

Also Lot Two (2) of Section two (2), Township eleven (11) South, Range four West, S. B. M. and the Southwest Quarter of the Southeast Quarter of Section Thirty-five (35) Township ten (10) South, Range four West, S.B.M. ✓

Subject to right of way over the Southwest Quarter of the Southeast Quarter of Section thirty-five for road purposes as granted the county of San Diego by deed recorded in Book 325, Page 356 of Deeds.

Also- Lot Four (4) of the Rancho Guajome, in the County of San Diego, State of California, as delineated on the Partition Map made and filed in the office of the County Clerk of San Diego, County, attached to and made a part of the Referee's report in the action in partition in the Superior Court of the County of San Diego, State of California, No. 10201 wherein Susan G. Coutts was plaintiff, and Richard O'Neil and others were defendants, described as follows:

139653
Southeast Quarter of Section thirty-five, Range four West, S.B.M. ✓

Subject to right of way over the Southwest Quarter of the Southeast Quarter of Section thirty-five for road purposes as granted the county of San Diego by deed recorded in Book 325, Page 356 of Deeds.

139654
Also- Lot Four (4) of the Rancho Guajome, in the County of San Diego, State of California, as delineated on the Partition Map made and filed in the office of the County Clerk of San Diego, County, attached to and made a part of the Referee's report in the action in partition in the Superior Court of the County of San Diego, State of California, No. 10201 wherein Susan G. Coutts was plaintiff, and Richard O'Neil and others were defendants, described as follows:

139655
Beginning at a post on the North line of Rancho Guajome, in the County of San Diego, State of California, said post being North 56° 45' West 3960. feet distant from the Northeast corner of said Rancho Guajome, thence from said post at the point of beginning South 33° 15' West 1320 feet to a post, thence North 56° 45' West 660 feet to a post; thence South 33° 15' West 1320 feet to a post, thence North 56° 45' West 3762 feet to a post; thence South 33° 15' West 1320 feet to a post; thence North 56° 45' West 1678 feet to a post in fence on South side of the County Road, thence Northeasterly and following along said fence on South side of County Road, to its intersection with fence on North line of Rancho Guajome, thence along fence on North line of said Rancho Guajome South 56° 45' East 3240 feet to a post at the point of beginning. ✓

Subject to an easement for right of way for road purposes over the premises herein described granted by J. A. Graves to the County of San Diego by deed dated January 3, 1900, recorded in Book 257, page 493, of Deeds, and described as follows:

Beginning at the Southeast corner of Lot four and running on a true line North 56° 45' West 3762 feet and being a strip of land twenty (20) feet wide along the South boundary of Lot four; also continuing on the same course through lot four, 560 feet to an intersection with the Pala and San Luis Rey County Road and being a strip of land forty (40) feet wide through the Southwest corner of said Lot four (4) all as originally created by the decree and as shown on Map filed in the County Clerk's office, showing the partition of the Rancho Guajome, in accordance with the decree of the Superior Court of San Diego County in case No. 10201, Susan G. Coutts, vs. Richard O'Neil, et al.

139657
Also- The East half of Northwest Quarter, Northeast Quarter of Southwest Quarter and Southwest Quarter of Northeast Quarter of Section Seven (7), Township eleven (11) South, Range 4 West, S.B.M. ✓

139658
Subject to easement of public road over the East twenty (20) feet of the Northeast Quarter of Northwest Quarter and the West 1276 feet of North twenty (20) feet of Southwest Quarter of the Northeast Quarter of said Section as shown on the old survey map No. 141 and that over the remainder of the North twenty (20) feet and the North 300 feet of the East twenty (20) feet of the last named quarter as shown by old survey No. 176 and such easement over the remainder of the East Twenty (20) feet thereof as now enjoyed by the public for road purposes which may have heretofore been acquired.

139659
Also the Northwest Quarter of the Southeast Quarter of Southeast Quarter, and East Half of Southeast Quarter of Southeast Quarter of Section twenty-nine (29) Township Nine (9) South, Range Two (2) West, S.B.M. ✓

SUBJECT to contract of sale to F. M. Moreno, dated March 15, 1923.

139660
Also all that portion of the Northeast Quarter of the Southeast Quarter of Section eight (8), Township eleven (11) South, Range four (4) West, S.B.M., described as follows:

139661
Beginning at a point two hundred twenty (220) feet six inches (6) North of the South Boundary line and thirty (30) feet East of the West boundary line of said Northeast Quarter of Southeast Quarter; thence Northwesterly to said West boundary line at a point three and a half (3½) chains North of the Southwest corner of said Northeast Quarter of Southeast Quarter; thence Northerly along said West boundary line to the Northwest corner of said forty acres; thence East thirty feet; thence South parallel to said West boundary line to place of beginning containing .753 of an acre more or less. ✓

(c) All of the Southeast Quarter of the Northeast Quarter of Section eight (8), Township eleven (11) South, Range four (4) West, S.B.M. lying south of the county road as said road is shown on the road survey 229 in the office of the County surveyor of the county of San Diego, California, excepting therefrom a strip of land 24.87 feet in width along the east section line. ✓

SUBJECT to easement of right of way for highway purposes over the south twenty (20) feet of said premises as granted to the county of San Diego, by easement recorded in Book 346, page 1919, of Deeds, San Diego County Records. 190

SUBJECT to contract of sale to Jemie B. Hayes, March 20, 1922. 190

139662
Also the Northwest Quarter of the Southwest Quarter of Section Thirteen (13), Township eleven (11) South, Range five (5) West, S.B.M. ✓

SUBJECT to easement of right of way for highway purposes over the south twenty (20) feet of said premises as granted to the county of San Diego, by easement recorded in Book 346, page 1919, of Deeds, San Diego County Records. 190

SUBJECT to contract of sale to Jemie B. Hayes, March 20, 1922. 170

Also the Northwest Quarter of the Southwest Quarter of Section Thirteen (13), Township eleven (11) South, Range five (5) West, S.B.M.

Also all that portion of that certain parcel designated as "Parcel 19" in that certain deed of Wm. C. Henshaw and Hettie T. Henshaw, his wife, to John Treanor, a married man, and Ed Fletcher, dated December 30, 1921, recorded in Book 875, page 404 of Deeds, records of San Diego County, State of California, and more particularly described as follows:

140441
1545-7
Beginning at a point in the Easterly line of the above mentioned tract designated "Parcel 19", whence a pipe monument at the Northeast corner of the said tract designated as "Parcel 19" bears North 11° 48' East, 678.25 feet; thence South 81° 55' West, 175.8 feet; thence South 63° 26' West, 285.05 feet; thence North 24° 07' East, 510.15 feet; thence North 2° 51' East, 98.65 feet; thence North 7° 46' West, 69.80 feet; thence North 26° 57' West, 56.40 feet; thence North 64° 04' West, 79.0 feet; thence South 83° 52' West, 106.32 feet; thence North 15° 43' West, 44.60 feet; thence North 42° 53' West, 83.11 feet; thence North 54° 51' West, 84.0 feet; thence North 58° 20' West, 61.90 feet; thence North 33° 37' West, 91.50 feet; thence North 65° 05' West, 57.50 feet; thence North 45° 49' West, 52.00 feet; thence North 50° 19' West, 184.78 feet; thence North 55° 23' West, 89.20 feet; thence North 41° 49' West, 135.34 feet; thence North 61° 36' West, 65.88 feet; thence South 87° 36' West 97.87 feet; thence North 56° 57' West, 122.10 feet; thence South 87° 31' West, 96.33 feet; thence South 52° 36' West, 169.75 feet; thence South 18° 33' West 112.66 feet; thence South 83° 16' East, 68.89 feet; thence South 18° 46' West, 71.50 feet; thence South 57° 26' East 123.15 feet; thence South 54° 30' West, 193.56 feet; thence South 26° 13' West, 53.80 feet; thence South 18° 45' East, 77.07 feet; thence South 31° 17' East, 168.66 feet; thence South 20° 19' East 169.30 feet; thence South 12° 34' West, 126.60 feet; thence South 28° 44' East 67.22 feet; thence South 60° 01' East 69.40 feet; thence South 78° 50' West, 147.20 feet; thence South 8° 22' West, 65.57 feet; thence South 1° 04' East 318.70 feet; thence South 5° 30' East 100.90 feet; thence South 49° 45' West, 182.80 feet; thence North 47° 13' West, 189.95 feet; thence North 81° 09' West 108.75 feet; thence North 38° 13' West, 192.64 feet; thence North 41° 54' West, 277.72 feet; thence North 71° 10' West, 202.35 feet; thence North 44° 52' West, 125.38 feet; thence North 52° 28' West, 254.27 feet; thence North 71° 28' West, 184.20 feet; thence South 47° 12' West, 95.27 feet; thence South 31° 23' West, 117.21 feet; thence South 2° 15' East, 49.48 feet; thence South 10° 52' East, 280.28 feet; thence South 23° 42' East, 133.62 feet; thence South 33° 57' East, 162.40 feet; thence South 45° 03' East, 193.95 feet; thence South 42° 56' East, 230.00 feet; thence South 27° 47' East, 176.88 feet; thence South 32° 26' East, 212.35 feet; thence South 23° 21' East, 159.52 feet; thence South 39° 18' East, 108.12 feet; thence South 55° 38' East, 133.72 feet; thence South 73° 37' East, 185.90 feet; thence South 49° 06' East, 139.62 feet; thence North 71° 47' East, 96.60 feet; thence North 1° 55' East, 155.37 feet; thence North 5° 34' East 271.49 feet; thence North 4° 39' East 479.73 feet; thence North 49° 44' East, 170.00 feet; thence South 71° 50' East, 243.22 feet; thence South 42° 46' East, 175.22 feet; thence North 82° 44' East, 136.78 feet; thence North 79° 35' East, 371.38 feet; thence South 14° 43' East, 308.75 feet; thence South 38° 50' West, 290.51 feet; thence South 7° 54' West, 266.00 feet; thence South 20° 31' West, 171.35 feet; thence South 32° 17' East, 73.42 feet; thence North 72° 39' East 171.74 feet; thence North 51° 01' East, 143.50 feet; thence North 25° 49' East, 212.58 feet; thence North 21° 18' East, 224.61 feet; thence North 89° 22' East, 143.19 feet to a point in the aforesaid Easterly line of "Parcel 19"; thence following the said Easterly line of "Parcel 19" North 11° 48' East, 1052.07 feet to point of beginning. 55x20

AN UNDIVIDED ONE-HALF INTEREST IN AND TO

All those portions of the "M. Barnett" tract in the Rancho San Bernardo conveyed by K. Deasy to C. F. Taylor by those two deeds dated October 19th, 1922, and recorded in Book 932, Page 426 of Deeds, and May 16th, 1923, and recorded in Book 939, Page 381 of Deeds, Records of San Diego County, California.

EXCEPT from the above described property the following described portions thereof:

(a) All that portion of the said "M. Barnett" tract lying and being above the 330 foot contour line above sea level United States Geological Survey datum contiguous to the Lake Hodges Reservoir site within the following described boundary:

148439
Beginning at the intersection of the Northerly line of the said "M. Barnett", tract with the center line of the County Road known as County Highway Mission Road No. 1-A, a map of which road is on file in the office of the County Surveyor of San Diego County, California, and running thence with the said center line of Mission Road No. 1-A in a Southerly direction to its intersection with the center line of County Road known as County Highway Relocation, Route No. 3, Division No. 1, a map of which road is on file in the office of the County Surveyor of San Diego County, California; thence with the said center line of Relocation Route No. 3, Division No. 1 to a point, said point being Station 213+12.4 of said Route No. 3, Division No. 1; thence leaving the said center line of road and running thence South 76° 03' West 298.0 feet; thence South 15° 07' West 440.0 feet; thence South 61° 18' West 1956.0 feet; thence North 61° 10' West 1118.0 feet; thence South 34° 03' West 400.0 feet more or less to a point on the aforesaid 330 foot contour line; thence following the said 330 foot contour line in a general Westerly direction to its intersection with the Westerly line of the aforesaid "M. Barnett" tract; thence following the said Westerly line of "M. Barnett" tract in a Northerly direction to its intersection with the aforesaid Northerly line of the "M. Barnett" tract; thence following the said Northerly line of "M. Barnett" tract in an Easterly direction to its intersection with the center line of the aforesaid Mission Road No. 1-A and the more or less.

EXCEPT from the above described property the following described portions thereof:

(a) All that portion of the said "M. Barnett" tract lying and being above the 330 foot contour line above sea level United States Geological Survey datum contiguous to the Lake Hodges Reservoir site within the following described boundary:

Beginning at the intersection of the Northerly line of the said "M. Barnett", tract with the center line of the County Road known as County Highway Mission Road No. 1-A, a map of which road is on file in the office of the County Surveyor of San Diego County, California, and running thence with the said center line of Mission Road No. 1-A in a Southerly direction to its intersection with the center line of County Road known as County Highway Relocation, Route No. 3, Division No. 1, a map of which road is on file in the office of the County Surveyor of San Diego County, California; thence with the said center line of Relocation Route No. 3, Division No. 1 to a point, said point being Station 213+12.4 of said Route No. 3, Division No. 1; thence leaving the said center line of road and running thence South 76° 03' West 298.0 feet; thence South 15° 07' West 440.0 feet; thence South 61° 18' West 1956.0 feet; thence North 61° 10' West 1118.0 feet; thence South 34° 03' West 400.0 feet more or less to a point on the aforesaid 330 foot contour line; thence following the said 330 foot contour line in a general Westerly direction to its intersection with the Westerly line of the aforesaid "M. Barnett" tract; thence following the said Westerly line of "M. Barnett" tract in a Northerly direction to its intersection with the aforesaid Northerly line of the "M. Barnett" tract; thence following the said Northerly line of "M. Barnett" tract in an Easterly direction to its intersection with the center line of the aforesaid Mission Road No. 1-A and the point of beginning. Containing 570 acres, more or less.

(b) Beginning at the most Northeasterly corner of the said "M. Barnett" tract and running thence with the Northerly line of said "M. Barnett" tract, North 84° 05' West, 1149.50 feet to the Northeast corner of that certain tract of land conveyed by K. Deasy to J. B. Ashby by deed dated April 10, 1923 and recorded in Book 932, Page 422 of Deeds in the office of the Recorder of said San Diego County; thence South 5° 55' West along the Easterly line of said tract so conveyed to Ashby, a distance of 580.02 feet to a point in the center line of the said County Road known as County Highway Re-location Route 3, Division 1, a Map of said Road being on file in the office of said County Surveyor; thence North 84° 22' East, following the said center line of said Road, a distance of 927.42 feet to the beginning of a tangent curve to the left having a radius of 300 feet; thence along said curve, a distance of 207.43 feet to a point in the Easterly line of said "M. Barnett" Tract; thence North 19° 02' East along the said Easterly line of said tract a distance of 296.30 feet to the point of beginning.

(c) Beginning at the intersection of the center lines of the County roads known as "County Highway Mission Road No. 1-A" and "County Highway Relocation Route 3, Division No. 1", maps of said roads being on file in the office of the County Surveyor of San Diego County, California, and running thence in a Northeasterly direction with the said center line of "County Highway Relocation Route 3, Division No. 1" along a curve to the right of a radius of 300 feet a distance of 225.37 feet; thence North 32° 36' East 676.10 feet; thence along a curve to the right of a radius of 300 feet 187.90 feet; thence leaving the said center line of road and running North 5° 55' East 348.42 feet; thence North 84° 05' West 200.00 feet; thence South 5° 55' West 425.20 feet; thence North 84° 05' West 473.85 feet to a point in the center line of said County Highway Mission Road No. 1-A; thence following the said center line of County Highway Mission Road No. 1-A, South 6° 42' East 706.00 feet; thence continuing along the said center line of road along a curve to the left of a radius of 1000 feet 202.46 feet to the point of beginning.

The land herein conveyed being subject to easements for road purposes as recorded in Book of Deeds No. 751, Pages 59, 61 and 174 respectively, records of San Diego County, Calif.

AN UNDIVIDED ONE-HALF INTEREST IN AND TO

The Northeast Quarter of Southeast Quarter, North half of South west Quarter, West half of Southeast Quarter of Section thirteen, Township thirteen South, Range three West, S.B.M.

ALL OF THE FOLLOWING DESCRIBED PROPERTY:

The East half of the Northwest Quarter; the South Half of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section Fifteen (15), Township Eleven (11) South, Range Two (2) East. S. B. M.

ALSO all that portion of the Rancho San Bernardo, in the County of San Diego, State of California, according to the Map thereof in Book 2, Page 462, of Patents, described as follows:

Commencing at the intersection of the Easterly line of the County Road known as Road Survey No. 327, with the Southerly line of the County Road known as County Highway Commission's Route 3, Division 1, a map of which is on file in the office of the County Surveyor of said County, and running thence with the said Easterly line of said road No. 327, South 35° 09' West 156.2 feet; thence South 61° 08' East 261.2 feet; thence North 28° 52' East 195.7 feet; to a point in the Northerly line of said County Highway Commission's Road, Route 3, Division 1; thence North 42° 0' West 203.15 feet; thence North 74° 33' West 42.63 feet; thence South 35° 09' West 97.7 feet to the point of beginning.

*Deed to take the balance of the land
is a duplicate copy which indicated
in case in the deed*

*139659
439660*

*200 rows
land
140443*

*1
140443
See Section
indicated
map by*

To Have and to Hold, the above granted and described premises, unto the said Grantee.....**their**.....
heirs and assigns, forever,

We have hereunto set our hands and seals, and
~~is added to be signed by its President and Secretary~~

STATE OF CALIFORNIA, }
COUNTY OF SAN DIEGO, } ss.

On this 24th day of March, 1925, before me,

LOU B. MATHEWS

..... a Notary Public in and for the said
County of San Diego, State of California, residing therein, duly commissioned

and sworn, personally appeared Ed Fletcher & Mary C. B. Fletcher,
husband and wife, also C. F. Taylor and B. H. Taylor,
wife and husband..... personally known to me to

be the persons whose names are subscribed to the within instrument, and
each of them and each of them
he duly acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, at
my office in the County of San Diego, the day and year in this certificate first above
written.

Lou B. Mathews

Notary Public in and for the County of San Diego, State of California

My Commission expires December 7, 1926

ACKNOWLEDGEMENT—General

1000-3-24

AREY-JONES CO., 933 Fourth St., San Diego

To Have and to Hold, the above granted and described premises, unto the said Grantee.....**their**.....
heirs and assigns, forever,

~~In witness whereof, said Corporation, by~~ we have hereunto set our hands and seals, and
caused this deed to be signed by its President and Secretary
and its Corporate Seal to be affixed thereto, this.....**24th**.....day of.....**March**.....19**25**.....

C. F. Taylor
B. H. Taylor

E. Fletcher
Man C. B. Fletcher
GROSSMONT PARK COMPANY,
By *Ed Fletcher* President.
By *M. E. Fletcher* Secretary.

Sublease

Q 875/404 Humber

Truman

file 10390

file 3/31/22

Fisher

Convey Parcel 1 to 19 mcs

Parcel 3/4 to Truman

Parcel 1/4 to Fisher

Parcel 20 to

THIS AGREEMENT, made and entered into this 29th day of December, 1924, by and between San Dieguito Water Company, a corporation, hereinafter designated first party, and ED FLETCHER, of San Diego, California, hereinafter designated second party,

W I T N E S S E T H :

That for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the second party to the first party, and for other valuable considerations, receipt whereof being hereby acknowledged, the first party hereby agrees, upon and subject to the terms, conditions, reservations and exceptions hereinafter set out, to convey to the second party on or before the 4th day of February, 1929, free and clear of all liens and encumbrances, excepting such easements and rights-of-way as are of record in the public records of San Diego County, California, and subject to all existing public and private roads and rights-of-way therefor, that certain real property situated in the County of San Diego, State of California, particularly described as follows, to-wit:

That portion only of those certain parcels of land designated as parcels 39, 40, and 41, respectively, in that certain indenture of date July 1st, 1924, executed between San Dieguito Water Company, a corporation, as party of the first part, and Union Bank & Trust Company of Los Angeles, a corporation, as party of the second part, recorded in the office of the Recorder of San Diego County in Book of Deeds 1020, Page 361, granted and conveyed by said San Dieguito Water Company to said Union Bank & Trust Company of Los Angeles by said indenture, which lies southerly of the San Dieguito River (sometimes called in that location the San Bernardo River) and above an elevation of 330 feet above sea level, according to the United States Geological Survey datum.

Reserving and excepting, however, all riparian and other water rights belonging to said lands or any part thereof, or in any wise appertaining thereto.

PROVIDED ALWAYS, however, that the first party, in making said agreement to convey said lands, reserves the right, at its option, to retain title to, and not convey to said second party, that portion of said lands lying between an elevation of 330 feet and 395 feet above sea level, United States Geological Survey datum, upon paying to the second party, on or before said 4th day of February, 1929, a sum equal to One Hundred Dollars (\$100.00) multiplied by the number of acres of land lying and being between said 330 foot and 395 foot elevations. If the first party should elect to retain said land lying between said elevations last specified, nevertheless the second party shall be entitled to remove all the improvements on said reserved portion of land; and the second party agrees in case of such election of the first party that he will, co-temporaneously with the execution of any deed which may be executed hereunder to him covering the remainder of said lands to be conveyed hereunder, execute to the first party a quitclaim deed covering the said reserved portion so retained by the first party, and such other instrument or instruments as shall fully release and discharge said reserved portion from any obligation or covenant of the first party to convey the same under the provisions hereof, as fully as though this instrument had never been executed.

If the first party should desire to retain said portion of land lying between said 330 foot and 395 foot elevations, and not convey the same to the second party, it shall, on or before said 4th day of February, 1929, give to the second party notice in writing of its election so to do; such notice may be given by delivering the same personally to the second party, or by depositing the same in the United States mail at any point in said County of San Diego or in the County

of Los Angeles, addressed to said second party at San Diego, California, and this shall constitute the only evidence of said election.

If the first party shall not elect to retain the portion of said land so reserved as aforesaid and lying between said 330 foot and 395 foot elevations, pursuant to its right to do as hereinbefore provided, then on or before said February 4th, 1929 it shall convey the whole of the lands agreed to be conveyed as first hereinabove provided; subject always, however, to all the reservations, exceptions and encumbrances as hereinbefore provided. If, however, it shall elect to retain said portion of land lying between said elevations specified, it shall on or before said date last mentioned convey to the second party the remainder of said lands, to-wit, that portion lying above an elevation of 395 feet, United States Geological Survey datum, subject to all of the reservations, exceptions and encumbrances as hereinbefore provided.

IT IS FURTHER UNDERSTOOD AND AGREED that if the first party should, prior to said 4th day of February, 1929, elect to retain unto itself and not convey to second party the said portion of land lying between the said 330 foot and 395 foot elevations, the right to do which is reserved in the first party as above provided, and first party shall give to the second party written notice of its said election in the manner as above set forth, then and in such event, but not otherwise, second party shall then be entitled to have conveyed to him the remainder of the lands so agreed to be conveyed, subject to all of said reservations, exceptions and encumbrances above referred to, and shall not be required to await the conveyance of said property until said 4th day of February, 1929.

IT IS FURTHER AGREED that, to the extent that first party may have acquired title to said lands from its grantor, first party consents that the second party may have the free use of all of said land until the first party shall elect to retain the portion of said land lying between said elevations specified, after which time and event the right of the second party to so use said portion of land, or any part thereof, shall forever cease and determine. Provided, however, the first party reserves and excepts the right of ingress and egress to and from and over said lands, also the right to lay or install in or upon said lands, pipelines or pumping plants, or any other works, buildings, machinery or appliances necessary or convenient in connection with its business, and also all riparian and other water rights belonging to said lands or any part thereof or in any wise appertaining thereto.

IT IS ALWAYS UNDERSTOOD AND AGREED, anything herein to the contrary notwithstanding, that the first party does not covenant or in any way obligate itself to deliver or convey to the second party any other or better title to the above described property, or any part thereof, than it derived from its grantor.

First party further agrees to quitclaim to the second party on or before the 4th day of February, 1929, that certain real property situated in the County of San Diego, State of California, particularly described as follows:

The North Half ($N\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$) and the Southwest Quarter ($SW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section 17; also, The Southwest quarter of the Northwest quarter ($SW\frac{1}{4}$ of $NW\frac{1}{4}$) and the Northwest quarter of the Southwest quarter ($NW\frac{1}{4}$ of $SW\frac{1}{4}$) of Section Eight (8); all being in Township 13 South, Range 1 West, S.B.M.

Reserving and excepting, however, all riparian and other water rights belonging to said lands or any part thereof, or in any wise appertaining thereto.

And to the extent that the first party may have title to said land last above described and agreed to be quitclaimed to second party as above provided, first party consents that the second party may have the free use of said land pending the execution of said quitclaim deed to second party, reserving and excepting, however, from

said use all riparian and other water rights belonging to said lands or any part thereof, or in any wise appertaining thereto.

IN WITNESS WHEREOF the San Dieguito Water Company has caused this agreement to be executed by its officers thereunto first duly authorized, and the second party has hereunto set his hand this 29th day of December, 1924.

SAN DIEGUITO WATER COMPANY,

By Giffith Henshaw
~~Vice~~ President



D. H.
N.P.

By Wm Lees
Assistant Secretary.

D. H.
N.P.

Ed Fletcher

STATE OF CALIFORNIA }
City and County of San Francisco } ss.

On this 29th day of December in the year One Thousand Nine Hundred and twenty-four before me, FLORA HALL, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared Giffith Henshaw and Wm Lees known to me to be the President & Assistant Secretary respectively of San Dieguito Water Company, the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named, and they acknowledged to me that such corporation executed the same

STATE OF CALIFORNIA, }
COUNTY OF SAN DIEGO, } ss.

On this 31st day of December A. D., 1924, before me, L. J. Williams a Notary Public in and for the said County of San Diego, State of California, residing therein, duly, commissioned and sworn, personally appeared Ed Fletcher personally known to me to be the person whose name is subscribed to the within instrument, and he duly acknowledged to me that he executed the same.


In Witness Whereof, I have hereunto set my hand and affixed my official seal, at my office in the County of San Diego, the day and year in this certificate first above written.

L. J. Williams
Notary Public in and for the County of San Diego, State of California

said use all riparian and other water rights belonging to said lands or any part thereof, or in any wise appertaining thereto.

IN WITNESS WHEREOF the San Dieguito Water Company has caused this agreement to be executed by its officers thereunto first duly authorized, and the second party has hereunto set his hand this 29th day of December, 1924.

SAN DIEGUITO WATER COMPANY,

By *Guffith Henshaw*  President

By *Wm Lees* Assistant Secretary.

E. Fletcher

J. H. N.P.
R. H. N.P.

STATE OF CALIFORNIA }
City and County of San Francisco } ss.

On this 29th day of December in the year One Thousand Nine Hundred and twenty four before me, FLORA HALL, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared Guffith Henshaw and Wm Lees known to me to be the President and Assistant Secretary respectively of San Dieguito Water Company, the corporation described in and that executed the written instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named, and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Flora Hall
Notary Public in and for the City and County of San Francisco, State of California.

RESOLVED that the President or a Vice President and Secretary or Assistant Secretary of this corporation be and they are hereby authorized and directed to execute for and on behalf of this corporation and in its corporate name and under its corporate seal a certain agreement with one Ed Fletcher in words and figures following to-wit:

(Thence follows at length in the minutes of this corporation a copy of the contract to which this certified copy of resolution is attached.)

STATE OF CALIFORNIA)
CITY AND COUNTY OF SAN FRANCISCO) ss

I, Wm. Lees, Assistant Secretary of the SAN DIEGUITO WATER COMPANY, a corporation, do hereby certify and declare that the above and foregoing is a full, true and correct copy of a resolution duly passed and adopted by the Board of Directors of said corporation at a Regular Meeting thereof duly called for and held at the office of the company on the 29th day of December, 1924; that said resolution has not been amended or rescinded.

Wm. Lees.

Assistant Secretary,
San Dieguito Water Company.

Mant Jenton
Ed Fletcher
920 8th St
San Diego

Calif
Sandieguito
Hatcher

INDEX

RECORDED AT REQUEST OF
SOUTHERN TITLE GUARANTY CO
JAN 2 1925
At 9 o'clock A. M.

In Book No. 1021 Page 380
Of Deeds
Records of San Diego County, Calif.
JOHN H. FERRY, County Recorder
By M. C. Parsons Deputy
For \$ 2.40

20
COMPARED:
Gertrude H. Ellis
DEPUTY COUNTY RECORDER

THIS INSTRUMENT FILED BY
SOUTHERN TITLE GUARANTY COMPANY
940 THIRD STREET
SAN DIEGO CALIFORNIA
Under Their Order No. 58520
PLEASE REFER TO NUMBER ON ANY INQUIRY

23

INDENTURE made this 1st day of July, 1924 by and between the SAN DIEGUITO WATER COMPANY, a Nevada corporation, FIRST PARTY, hereinafter called the Water Company, and ED FLETCHER of the City of San Diego, County of San Diego, State of California, SECOND PARTY, hereinafter called Fletcher.

ARTICLE I.

IN CONSIDERATION of the covenants herein on the part of Fletcher and of the faithful keeping of them by him, the Water Company hereby gives unto Fletcher, while this Indenture is in effect, the exclusive right to control the fishing, hunting and boat operating in and on Lake Hodges in said County and State, except as hereinafter stated.

ARTICLE II.

IN CONSIDERATION of the rights hereby given him, Fletcher agrees:

1. That he will provide all boats and other equipment deemed by him necessary to the full enjoyment of said rights; and will maintain them in good and safe condition and repair at all times, all at his own cost and expense.
2. That he will exercise said rights in strict accordance with the rules and regulations of the Board of Health of the State of California and the laws of said State governing or relating

to the protection of water used for domestic purposes against contamination.

3. That he will not permit any boats or rafts belonging to any other person to be kept or operated on said Lake Hodges; and that he will do nothing himself nor permit or suffer anyone else to do anything which will in any wise jeopardize the right of the Water Company to control the use of the waters in said Lake Hodges as the private property of the Water Company.

4. That he will pay to the Water Company twenty-five- (25) percent of the gross amount of money he shall derive from said hunting and/or fishing rights, as well as for the hire of boats and other equipment and of fares paid by passengers using motor boats on said Lake. And will make such payment on or before the 15th day of each calendar month on account of such money derived by him during the preceding calendar month.

5. That he will keep full, true and accurate books of account of his operations hereunder, showing the gross amount of money derived by him each calendar month; and that such books shall be open to the inspection of the Water Company or its representatives at all times during business hours.

6. That should any employe or employes of the Water Company in the discharge of their duty require the use of any of Fletcher's boats, the same shall be furnished by Fletcher without cost, but any expense to Fletcher in connection therewith shall be billed by him against the Water Company and paid by it.

7. That he will indemnify the Water Company against and protect and save it harmless from any and all claims, suits or judgments based upon or arising out of the exercise by him or his agents, servants or employees of the rights hereby given him whether such claims, suits or judgments be made or based upon personal injury, death or loss of or damage to property; and that he will defend, at his own cost, any and all suits or proceedings brought or instituted against the Water Company on account of such claims or any of them and will pay and satisfy any and all final judgments based thereon.

8. That Griffith Henshaw and John Treanor and their families, shall have the right to hunt and fish on and in Lake Hodges free of charge, and free use of boats or other equipment while this indenture is in effect, notwithstanding the terms hereof.

9. That any failure on his part faithfully to keep his covenants herein which shall continue for thirty (30) days after the Water Company shall have given him written notice thereof, shall operate to terminate all the rights hereby given him; and upon such termination hereof, the Water Company shall have the right, if it so elects, to purchase all boats and other equipment then in use by Fletcher under the terms hereof at its and their then reasonable value. Said value is to be fixed by agreement, if possible, and if not possible, then by arbitration in the usual manner.

No waiver of any such breach of covenant shall estop the Water Company from terminating such rights for any similar or other subsequent breach of covenant.

ARTICLE III.

FOR THE CONSIDERATION STATED, the parties hereto mutually

agree:

1. That unless sooner terminated as hereinbefore provided, the rights hereby given Fletcher shall continue in force and effect until the 1st day of February, 1933.

2. That this Indenture shall apply, bind and inure to the benefit of the heirs and assigns of Fletcher but neither Fletcher nor his heirs shall have the right to assign this Indenture nor any right by it given, either in whole or in part, without first having obtained the assent thereto in writing of the Water Company.

IN WITNESS WHEREOF the parties hereto have duly executed this Indenture the day and year first above written.

SAN DIEGUITO WATER COMPANY

By _____

Its _____

ATTEST:

Its _____

THIS INDENTURE WITNESSETH:

That I, ED FLETCHER, in consideration of the sum of
Ten Dollars - - - - - and other good
and sufficient considerations, receipt of which is hereby
acknowledged, do hereby sell, assign and transfer to
JOHN TREANOR and GRIFFITH HENSHAW all the boating equipment
on Lake Hodges, consisting of fifty-five (55) row boats,
more or less; sixty (60) pairs of oars, more or less;
eight (8) Elto Motors, more or less, and any other
appliances or equipment in relation thereto, all of
said boats and equipment being free and clear of liens
and encumbrances.

Dated this 25th day of March, 1925.

Ed Fletcher Papers

1870-1955

MSS.81

Box: 11 Folder: 7

General Correspondence - Henshaw, Griffith - 1924 - 1925



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