San Diego, California, April 30th, 1 9 2 9.

Col. Ed Fletcher San Diego, California.

Dear Col. Fletchers

Regarding the purchase of Lots 350 and 351 of Grossmont Subdivision #5, thru the agency of Dr. Shidler, will say our understanding the purchase price is \$5450.00, and we are depositing with you fiftysix (56) shares of stock of the Standard Oil Company, Certificate No. SFC-10601, to be held by you in trust until such time as all the papers are duly signed protecting all interests. It is understood that the stock is to be purchased on the basis of \$80 a share. It is understood further that we are depositing a deed to certain property near Alpine in Foot Hills Acres, which you are also to hold in trust until the entire deal is fully consummated to our mutual satisfaction as per our agreement with Dr. Shidler.

3729 Van Dyke Street, San Diego, California.

Mr. and Mrs. R. P. King:

I acknowledge receipt of the above mentioned papers, which I will hold until such time as the deal is fully consummated and your interests fully protected.

Sales Agent.

as a deposit and part payment on the purchase of Lot No.

or more per month from date, interest included in payment.

restriction applicable to all residential lots in said tract.

Interest at the rate of seven per cent (7%) per annum on deferred payments.

The recording of this option shall render same null and void.

purchase. The sellers reserve the right to return deposits if this sale is not accepted.

on which sum the above deposit shall, subject to the terms hereof, apply the balance to be paid as

The payments made on this option shall be forfeited to the sellers if buyer fails to complete

This option is given subject to \$4000 single residential building restriction and Caucasian race

April 30, 1929.

Southern Title & Trust Company, San Diego, California.

Gentlemen:

Please issue Policy of Title
Insurance covering Lots 350 and 350 of Grossmont
Park Subdivision No. 3 as per map No. 1528 on
file in the Office of the County Recorder, showing
free and clear in the name of Grossmont Park
Company, subject to being within the boundaries of
the La Mesa, Lemon Grove & Spring Valley Irrigation
District, subject to taxes due but not delinquent
and subject to any easements or rights of way
heretofore granted of record.

The amount of liability to be

\$4500.00.

Please give me a written report on the condition of this title before writing the certificate.

Yours very truly,

KLM

2005 Summers
75 Thurston
Sout tenanto

R. P. KING and G. A. KING

husband and wife

Ten and no 200 ------

W. P. SIMMONS AND F. E. THURSTON, as joint tenants,

the

San Dieg

That p rti n f the S utheast Quarter of the H rthwest Quarter of Section
Twenty-nine (29 f waship Fifteen (5) 3 uth Rende three (3) East, S. B. M.,
included within the following boundary:

Beginning at the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section Twenty-nine (29) and running thence along the West line of said Quarter Quarter Section North 0° 47' 30" West 380.40 feet; thence North 89° 00' 30" East parallel with the South line of California State Highway Division VII, Route 12, Section D, 500 feet to true point of beginning; thence continuing North 89° 00' 30" East 100 feet; thence North 0° 47' 30" West parallel with the West line of the Southeast Quarter of the Northwest Quarter of said Section Twenty-nine (29) a distance of 100 feet; thence South 89° 00' 30" West 100 feet; thence South 0° 47' 30" East 100 feet to the true point of beginning; reserving to the adjoining property owners an easement over the North Ten (10) feet of these premises.

30th

April

2

our

San Diego

Ten and no/100 - - - - - -

R. P. King and G. A. King, Husband and wife, as joint tenants

the La Mesa, Lemon Grave & Spring Valley Irrigation

District and in the

Lots Three Hundred Fifty (550) and Three Hundred Fifty-one (351) of Grossmont Park Subdivision No. 5, in the County of San Diego, State of California, according to the Map thereof No. 1528 filed in the office of the Recorder of said San Diego County February 5, 1913, excepting from said Lots 350 and 351 those portions thereof lying within the boundaries of the State Highway, as granted by Ed Fletcher and James A. Murray to the State of California by deed dated May 14, 1914 and recorded in Book 500, page 269 in the office of the County Recorder.

THIS DEED is subject to the following reservations and restrictions, a breach of which will work a forfeiture of title, which said reservations and restrictions shall inure to the benefit of the Grantor, its successors or assigns:

(1) No building shall be constructed upon said property which is not satisfactory in cost and design to the Grantors, or until the plans and specifications therefor shall have been approved by the Grantor, its successors or assigns, in writing. Said building shall be worth not less than Three Thousand Dollars, and shall be of Spanish design.

(2) That all buildings, and/or outbuildings shall be set back twenty (20)

(2) That all buildings, and/or outbuildings shall be set back twenty (20) feet from the front property line;

(1) Their anid provides shall be used for realismos was reserved and

- (5) That a septic tank for sewerage purposes shall be installed of a standard satisfactory to the State Board of Health before any improvements are made on said property.
- (4) That neither the said lands nor any part thereof shall be conveyed, transferred, demised to or held, occupied or owned by or resided on by any person not of the white or Caucasian race; but persons of any race may be on said land as employes or servants of the owner.

The conditions subsequent above set forth, with the exception of the condition subsequent set forth in Clause Four above, shall in all respects terminate and end and be of no further effect on and after January 1st, 1948.

The Grantor further reserves a right of way across said premises for the installation and maintenance of sewer, water and gas mains, poles and wires for the conveyance of electricity, with the right of ingress and egress for the maintenance and operation thereof, which said reservation shall inure to the benefit of the Grantor and any public utility corporation, whether private or municipal.

The line of the later of the contract of

tion and such the expense of the ext. while wall was taken a to be the first for the extent with

It is built feeling to the things the first our first our restriction in the state of the state of the contract of the

Don't lead

San Diego

The state of the s land herein conveyed; said residence, exclusive of such outbuildings, shall cost and be worth not less than Three Thousand Dollars (\$3,000), and any building shall have an exterior design approved by the Grantor before same shall be constructed or placed or permitted to be constructed or placed on any of the land above described.

the behalf tout in decree, and and through a restaurant acceptant acceptant

the factories and management among an entire maps. Sand the maps. Pages 10.

guernatur for the refer students i an first or the receive to proper to the

territories to the book book to be because the bear of the book of the book of the property of the bear the bea

the actorities and reguests egopic one fought into the executive of the

the country where he purchase a despt one between or our time the permitted

(4) The Brand to a sector langua may have parts a mapone of self by part of the contract of th

(2) - The building to first the parameter appropriate that he had the building

(a) Speciest but be technical confict occidental factor of the contract of the confict occident because (co)

Reverse, desidence of an helia, accomplish or danged by or realised in the little of the last parties.

the property for the training from a of the first believe tay for the life to

doi all'illem-rishes profit mas Corris meditaliane four about, par 11 in all a conference

THE RESIDENCE OF THE PROPERTY OF THE PROPERTY.

the and the restrictions, property principles

the maintenance and openings appropriate the party of the party and amount they are A serie decreasing of agenticipated appropriate appropriate to the contract of the contract of

of, mourer that.

- That all houses, and/or outbuildings shall be set back twenty (20) feet from (3) the front property line;
- (4) That only one much residence, together with the outbuildings above mentioned, shall be permitted upon said land at any time unless the grantor, its successors or assigns, consents thereto in writing.
- (5) That a septic tank for sewerage purposes shall be installed of a standard satisfactory to the State Board of Health before any improvements are made on said premises.
- (6) That neither the said lands nor any part thereof shall be conveyed, transferred, demised to or held, occupied or owned by or resided on by any person not of the white or Caucasian race; but persons of any race may be on said land as employes or servants of the owner.

The conditions subsequent above set forth, with the exception of the condition subsequent set forth in Cause Six above, shall in all respects terminate and end and be of no further effect on and after January 1st, 1948.

The Grantor further reserves a right of way across said premises for the installation and maintenance of sewer, water and gas mains, poles and wires for the conveyance of electricity, with the right of ingress and egress for the maintenance and operation thereof, which said reservation shall inure to the benefit of the Grantor and any public utility corporation, whether private or municipal.

## **Ed Fletcher Papers**

1870-1955

**MSS.81** 

Box: 15 Folder: 4

## General Correspondence - King, Robert P.



**Copyright:** UC Regents

**Use:** This work is available from the UC San Diego Libraries. This digital copy of the work is intended to support research, teaching, and private study.

Constraints: This work is protected by the U.S. Copyright Law (Title 17, U.S.C.). Use of this work beyond that allowed by "fair use" requires written permission of the UC Regents. Permission may be obtained from the UC SanDiego Libraries department having custody of the work (http://libraries.ucsd.edu/collections/mscl/). Responsibility for obtaining permissions and any use and distribution of this work rests exclusively with the user and not the UC San Diego Libraries.

The state of the same of the state of the st

the forth of the Although the

30th

April

SAME THE COURT

GROSSMONT PARK COMPANY

ED FLETCHER CO.

SAN DIEGO, CALIF.

May 6, 1929.

Mr. Ed Fletcher, San Diego, California.

Dear Sir:

You are authorized to sell the 56 shares of stock in the Standard Oil Company of California which you are holding per escrow dated April 30th, 1929.

Yours very truly,

Robert F. King

San Diego, California, May 8th, 1929.

Colonel Ed Fletcher San Diego, California.

Dear Colonel Fletcher:

Regarding our instructions to you of April 30th, 1929 regarding purchase of Lots 350 and 351 of Grossmont Subdivision, together with our instructions of May 6th, 1929 regarding the sale of 56 shares of stock of the Standard Oil Company, will say that you have followed out our instructions to our satisfaction.

The escrow is now completed. We are accepting the deed from the Grossmont Park Company for same with the restrictions and conditions in said deed satisfactory according to our understanding and we acknowledge receipt of your guarantee for the planting and care of trees for two years, and when said deed is recorded and certificate of title from the Southern Title & Trust Company is furnished together with policy of insurance in the sum of \$4500 the entire transaction is closed and satisfactory to us.

Yours very truly,

D.A. King,

EF:GMF

San Diego, California, May 8, 1929.

Southern Title & Trust Company, San Diego, California.

Order No. 87574

Gentlemen:

Grossmont Park Company to R. P. King and G. A. King, which please record when you can show the lots in the name of the Grossmont Park Company free and clear of encumbrances, excepting state and county taxes for 1929-1930, together with the La Mesa, Lemon Grove & Spring Valley Irrigation District obligations, also rights of way for pipe lines and acqueducts.

Policy of Title Insurance in their name and we are only to pay for the continuation in our name and for the recording of our deed.

Yours truly,

Sa King

5-8-29 June

San Diego, California, May 9, 1929.

RECEIVED from Ed Fletcher a ND A. N. SHIDELER

One Thousand and Sixty - - - - -00/100 - - - - - Dollars in full of account in the matter of sale to R. P. King of Lots 350 and 351 of Grossmont Park Subdivision No. 3. Said commission consists of a \$310.00 note signed by R. P. King and G. A. King, payable to F. E. Thurston, also deed Paul Scheifer and Ellen Scheifer, husband and wife to R. P. King and G. A. King dated the 20th of January, 1928, also deed R. P. King and G. A. King, husband and wife to W. P. Simmons and F. E. Thurston, as joint tenants, dated April 30, 1929.

The above to be in full of all account and claims against Ed Fletcher or Grossmont Park Company in relation thereto for services of Thurston and Simmons in the sale of the Grossmont property above described.

OK all

San Diego, California, May 9, 1929.

RECEIVED from GROSSMONT PARK COMPANY \$1150.00 in full of all account against said Grossmont Park Company for sale of Lots 350 and 351 of Grossmont Park Subdivision No. 5, San Diego County, California to Mr. and Mrs. R. P. King.

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

Dear Mr. Fletchers

I acknowledge receipt of order No. 87574 and policy of insurance No. 1170 covering Lots 350 and 351 of Grossmont Park Subdivision No. 3 showing same in my name subject to reservations, all as per our understanding.

I thank you for handing this matter for us.

It is our intention at an early date to build a home there as our permanent residence.

Regarding the planting of trees I would prefer at least half of the trees Fuertes and will leave it to you to select the other half of standard varieties.

I am enclosing check for \$6.70 being \$5.00 for the continuation of the certificate in our name and \$1.70 for recording the deed.

I am satisfied in every way with the way the whole transaction has been handled and thank you for your kindness in the matter.

Every representation that has been made to me in relation thereto has been fulfilled.

We hope to build a house on the property in the near future and one that will satisfy you.

Yours truly,

D. J. King S. a. King

(1)

100