

OPTION

Bruce Waring being the owner of two thousand acres of land about eight miles Northeast of San Diego, California, known as the Hall and Harrison Ranch, and more particularly described as a part of Lots 68 and 69 and Lots H, I, J, L, and M, according to the Referees Partition Map of the Rancho Mission of San Diego, California, hereby agrees that in consideration of the rents and covenants and agreements hereinafter agreed upon to be performed by the Acampo Vineyard of Lodi, California to give the said Company an option to lease five hundred acres of said above described land, for gardening, or agricultural purposes only.

This option is given expressly for the purpose of giving the said Company an opportunity to prove or determine if water in sufficient quantities can be obtained from well bored on the land to irrigate five hundred acres, and the said Company hereby agrees to immediately begin the drilling of a well on some part of the land and where in their opinion is the best place for such well, and to drill continuously on said well until they reach a depth of six hundred feet, or until such well shall provide twenty five inches of water, and said twenty-five inches of water shall mean two hundred and twenty-five gallons of water per minute, produced by pumping said well continuously for twenty-four hours, and the said Company hereby agrees to complete the said well on or before three months from August 1st, 1924, and the said Company further agrees that on the completion of the first well to immediately begin the drilling of more wells and to continue the drilling of wells without delay until they produce sufficient water to irrigate five hundred acres. It is understood and agreed that if the first well so drilled will not produce two hundred and twenty-five gallons per minute for twenty-four hours continuous pumping, then this option is to terminate and become null and void and be of no effect and the time and money spent for the drilling of said well shall be forfeited as liquidated damages.

If the said well shall produce the amount of water above mentioned, and if the said Company continue the drilling of more wells as above mentioned, at the completion of said wells and said amount of water is developed or produced, the said Bruce Waring shall give the said Company a lease on the five hundred acres as above mentioned. Said lease shall state that no rent is to be charged for the first two years on said lease, or for two years from the First day of January, 1925, but on the First day of January 1927, the said Company shall pay Ten (\$10.00) Dollars per acre, per year, rent for the five hundred acres and shall pay said Ten (\$10.00) Dollars per acre, per year in advance on the 1st day of January and the first day of July of each year for three years, such being the full term of this lease.

It is further agreed that if the first well produces the amount of water above mentioned then all of the necessary wells and the amount of water to irrigate said land as above specified must be completed on or before one year from January 1st, 1925,

If this option is exercised, said lease shall be at all times subject and subordinate in lien to any liens now existing on the said land, and the said Company agrees not to assign said lease nor sublet the land or any part thereof without the prior written consent of Bruce Waring, and upon the termination of said lease, the Lessee shall leave all pipes and casings in the wells and all irrigation pipes placed on the premises. It being understood that said Lessee may remove any and all lateral pipes connected with the main irrigation pipes.

It is further agreed that if said Company perform the work above mentioned as agreed upon and develop water for said five hundred acres, then the said Bruce Waring agrees to give them a lease on fifteen hundred acres more of the said ranch for a period of five years, and more particularly described as being at the Eastern end of the ranch and being the part that has been in crop, or cultivated, and shall be contiguous to the exterior boundary of the property.

Said lease on the fifteen hundred acres shall be on the same terms and conditions mentioned in the lease for five hundred acres, except that said Company shall begin paying rent at the rate of Ten (\$10.00) Dollars per acre when lease is made and shall be payable in advance on the first day of January and July of each year, and providing always that said Company can and will develop, or obtain water from wells on the land to irrigate said Fifteen hundred acres, but if the said Company shall develop water for the above mentioned five hundred acres and are not able to develop water by wells for fifteen hundred acres and can procure water from some other source for the fifteen hundred acres, they may do so, but in that event they hereby agree to pay Twenty (\$20.00) Dollars per acre, per year, for the said fifteen hundred acres in manner above provided.

IN WITNESS WHEREOF he has hereunto set his hand and seal this 28 day of July, 1924.

Signed by BRUCE WARING

September 15, 1924.

Mr. Bruce Waring.

Dear Sir:

I have spent \$1,000 trying to sell your property and at last I have some glimmer of success. My people are coming down Friday or Saturday of this week and have asked me to have something definite.

I desire a letter from you giving me ten days in which to put up \$2500.00, and \$50,000 within 60 or 90 days preferably along the lines of my recent letter to Mr. McConnell.

My understanding is that if the deal goes thru Mr. McConnell and I are to share alike in the commission, the purchase price being \$350,000.

It looks to me as if the deal would be put over along these lines and I am going to do the best I can. I have made trips both to San Francisco and Los Angeles on this matter the last week. The water question is what has been holding up the whole situation. The engineer they sent down demanded 2 acre feet per annum, while one acre foot per annum per acre, plus the normal rainfall is all the state engineer asks.

I hope we can put this over and I do hope you will reserve 20 acres and build a nice home there in the near future if the proposition is sold. As a matter of fact whether this deal goes thru or not, Mr. Waring, if you want to build up there at any time, while I have charge of the Cuyamaca Company, I will see you get water.

Yours very truly,

EF:KLM

Owensmouth, Star Route, Calif.
Sept. 16, 1924.

Col. Ed Fletcher,
San Diego, Calif.

Dear Sir:

Replying to your letter of today re the seven thousand acres, while I can not comply with the terms and conditions mentioned in your letter, I will sell you the land for Three hundred and Fifty Thousand (\$350,000) Dollars net to me, reserving 40 acres for a home, on the following terms.

Ten Thousand (\$10,000) Dollars on or before September 23rd, inclusive, \$40,000 more on or before 90 days from said September 23d. The balance to be paid as agreed upon between us. Am quite sure that we can arrange satisfactorily as to future payments in the way of release clauses, etc. Interest to be six percent semi-annually.

While I want to be fair with you and don't want to hurry you, I cannot extend this option longer than September 23d as I have other plans for disposing of the land, and that I think will be more profitable to me.

Thanking you for your letter.

Very truly,

BRUCE WARING

Original to St Woodruff.

September 18, 1924.

Mr. Bruce Waring,
Owensmouth, Star Route,
California.

My dear Mr. Waring:

I thank you for your letter of Sept.
16th. I will try and get some definite and final action
for you by next Monday or Tuesday.

Yours sincerely,

EF:KLM

November 23, 1927.

Mr. Bruce Waring,
San Diego, California.

My dear Mr. Waring:

This is to confirm my verbal statement that
you may have an option for thirty days to buy approxi-
mately 200 acres of the East Half of Lot F, Ex-Mission
Rancho, San Diego County, California, adjoining you on
the North, at \$150.00 an acre, on the basis of twenty
percent down and twenty percent a year, with interest
at six percent on deferred payments.

I do not know the actual acreage. That will
have to be determined by survey. I will have to
reserve certain lands for reservoir purposes, and
sufficient land adjoining the lake, when Mission Dam
is built, I should say altogether about 25 or 30 acres,
the boundaries to be mutually agreed on.

I want you to know that I will cooperate with
you in every way if you develop the property, or with
whoever may acquire same in case you sell. I will
furnish certificate of title showing the property is
free and clear of encumbrances as of this date, I paying
one-half the state and county taxes and the other half
due and payable next April you or the intending
purchaser to pay.

I will be glad to cooperate in the building of
roads thru adjacent property that is not being purchased
and mighty glad to know there is a possibility of something
going in the development of that section.

Yours sincerely,

EF:KLM

DESCRIPTION FOR EASEMENT FOR ROAD FROM ROCK PLANT
ACROSS LAND OF BRUCE WARRING

*File
morning*

An easement for a Right-of-Way for road purposes, over that portion of the following described real property, lying northerly and westerly of the County Road in the Northwesterly portion of the hereinafter described property.

All that portion of Lot E of the Partition of a portion of Lot 70 of the Rancho Mission of San Diego, in the County of San Diego, State of California, according to the Referee's Partition Map thereof, made in that certain action entitled "San Diego Realty Company, a corporation, vs. Maria Y. Olvera de Toro, et al", (see Civil Case #15191), said map being on file in the office of the County Clerk of said San Diego County, described as follows:

Beginning at the most Southwesterly corner of said Lot E; thence easterly, along the southerly line of said Lot E, 3432 feet to the Southeasterly corner of said Lot E; thence northerly along the easterly line of said Lot E 2642.04 feet, more or less, to the Southeasterly corner of that portion of said Lot E, conveyed by Geo. R. Harrison, et al, to the Southern Title Guaranty Company, a corporation, by deed dated March 31, 1921, and recorded in Book 847, page 385 of Deeds, in the office of the County Recorder of San Diego County; thence westerly, along the southerly line of said portion of Lot E, so conveyed to the Southern Title Guaranty Company, 3426.62 feet to the Southwesterly corner thereof; thence Southerly along the Westerly line of said Lot E, 2641.63 feet, to the point of beginning.

November 25th,

1 9 2 7

Mr. Bruce Warring,
4367 Park Boulevard,
San Diego, California.

Dear Mr. Warring:

I find in the East one-half of Lot "F" Block 70, 317½ acres. We will reserve 20 or 30 acres anyway on the northerly end but there will be, roughly, 275 to 300 acres in lot "F" instead of the 200 that I mentioned this morning in my letter.

Yours very truly,

EF AU
Dist. 11-23-27

Ed Fletcher Papers

1870-1955

MSS.81

Box: 32 Folder: 23

General Correspondence - Waring, Bruce



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