

You can reach me at Escondido 8716-J-2 - a neighbor's phone. They will take any message for me.

San Diego, California,
January 5, 1932

Colonel Fletcher:

In my opinion, the only way to renew this thing, so far as getting the San Pasqual people to accept is to go carefully over the previous price, then put down what the city should and can pay, along with such conditions as the city thinks is fair and liberal, and then definitely submit these conditions and prices for their acceptance or rejection, instead of asking them what they are willing to do.

The following is what I think the city should pay and what I think the people will ultimately accept, however, at this time I can only approximate. I have not a list of the old prices at hand. They can be had later if these figures at all appeal to the city.

Starting from the East end of the San Pasqual Valley, I have taken up all the riparian owners in the San Pasqual Valley as follows:

Name	Now	Old price
Erwin Jorgenson	\$3,000 ✓	\$12,000
Ed Harris	6,000 ✓	18,000
Peter Jorgenson	32,000 ✓	89,000
Henry Johnson	8,000 ✓	20,000
Chris Marchus	30,000 ✓	60,000
Ray Trussel	30,000 ✓	64,000
Mrs. Lillian Judson	20,000 ✓	45,000
Mrs. Mary Judson	27,000 ✓	60,000
Herbert Judson	30,000 ✓	60,000
Everett Peet	22,000 ✓	50,000
Lester Rockwood	27,000 ✓	No. old price
E. H. Webb	75,000 ✓	250,000
Henry Fenton	75,000 ✓	No old price
Will Dyer	4,000 ✓	10,000
Fred Dyer	7,000 ✓	19,900
Ward & Webb	75,000 ✓	No old price
Eugene Boyle	15,000 ✓	45,000
Jennings	4,000 ✓	No old price
Don Moore	4,000 ✓	---
Man Villie	5,000 ✓	No old price
Geo. Wood	10,000 ✓	No old price
Bradbury	15,000 ✓	No old price

If the city will be very liberal in regard to either buying back, or just selling water rights, or long time leases, for a little or nothing, I think these prices I have named can become the basis of negotiations. I will be very glad to do anything and everything that is possible, but dear Colonel there is just one thing I refuse, - to go into this thing unless the thing is going thru and no publicity. I may say in closing I am sure the people out there would accept terms provided they were sure the city would carry them out. This information is absolutely in the confidence. Any figures that are submitted are absolutely the city's and are not mine and I have nothing to do with it. It would kill me off.

Marchus

made
27-1934

March Twenty-seventh
1 9 3 3

Colonel Ed Fletcher
San Diego, California

Dear Col. Fletcher:

In consideration of \$1 and other considerations, the receipt of which is hereby acknowledged, we give you or your assigns, an option for one year from date to purchase certain water rights as it affects the 117 acres which we own in Sections 35 and 36, Township 12, 1 West, S.B.M., all as per legal description of agreement made with the City of San Diego for the purchase of same, the consideration to us to be \$17,500 cash.

We agree as follows:

- To transfer all riparian and all water rights.
- Give to you the right to divert the San Pasqual river water from the water shed by means of dams, pumping or otherwise.
- An agreement to execute agreements or deeds of conveyance of some kind to the above containing words of conveyance approved by the City of San Diego. The final contract to be approved by the city attorney of the City of San Diego.
- We reserve the right, when the water is available, to divert by gravity or pumping, water for use upon the lands included in this option, not to exceed normal use for domestic and irrigation purposes.

We agree to put all papers in escrow when the money is placed in any bank in San Diego and will pay for the continuation of the certificate of title, which the City of San Diego now has in its possession, showing the property will be free and clear of encumbrance at the time the money is paid and the agreements go on record.

Time is of the essence.

C. G. Marchus
Marie B. Marchus

Witness
Alice S. Skinner

April Eighteenth
1 9 5 4

Col. Ed Fletcher
San Diego, Calif.

Dear Sir:

In consideration of your services, past and future, in attempting to dispose of the San Pasqual lands, my option of March 27th, 1933 is hereby extended to April 1st, 1935.

Yours very truly,

C. Marchus
Marie B. Marchus

Escondido, California
February 11th, 1935.

Colonel Ed Fletcher
1020 9th Ave.
San Diego, Calif.

Dear Col. Fletcher:

Answering your letter of the 7th the price of our ranch is \$60,000 or the water rights \$17,500 as agreed.

Sincerely yours,

Chis Marchus

San Diego, California,
March 7, 1935

Colonel Ed Fletcher,
Sacramento, California.

Dear Colonel:

I called on Hervey Johnson and his attitude seems to prevent any further consideration on the San Pasqual water rights. I have asked him to wait a week before making any report and I am asking you to write me fully what you think about it.

I am frank to say that it cannot go over with Johnson's opposition, so it is either to try to work out a plan with him that we can accept or else leave it entirely alone. He wants to put all the rights out there at \$150,000, but I say to you that none of us will touch it under \$200,000. We might be able to get Hervey to come up \$50,000 but not another cent, so do you think we can do anything on the basis of \$200,000. That would make my rights about \$10,000 instead of \$17,500.00.

We are in desperate need of money and I will do most anything to see this thing go over. Will you reply to me as soon as possible on this subject.

Yours sincerely,

Chris Marchus
CHRIS MARCHUS
Box 529
Escondido, Calif

CM:XLM

March 9, 1935.

Mr. Chris Marchus
Box 529
Escondido, California.

My dear Chris:

Thanks for your letter of the 7th. Just let things ride. I can handle Johnson, I believe, as well as anybody. There will have to be some compromise and in a week or two I may fly down and spend a couple of days, trying to solve the problem with Johnson and the City, but I know I am making headway.

Would you take \$10,000 instead of \$17,500? If I could get a letter from you to that effect it would help me and I would go down the line, get the others to do likewise, and make the best showing possible. Don't do any talking on the side but write me a letter and tell me that, if the rest of the property owners will do likewise, you will take \$10,000 for your rights. I will never submit it to the City Council without your approval but it will help me get things started without loss of time and be a preliminary to my writing a letter to the 24 land owners that I represent, and will give me a chance to get their reaction.

You can mention the recent decision of the Supreme Court which changes the situation completely in your letter to me as the reason for your change in price. I know and you know that, irrespective of that decision, you have valuable rights to the complete use of all the water you need for your own lands, but I question whether you have very much else if the City wants to go ahead independently.

I am thoroughly satisfied that, with the building of Sutherland Dam, your underground water supply will not be affected. Probably your gravity supply would, but the damage you would get from the Court would be nominal because it would only be for the cost of pumping as against the loss perhaps of some of the gravity flow as compared to your normal supply.

With kindest regards,
Sincerely yours,

EF/RC

March 25, 1935.

Mr. Chris Marchus
Route 1 Box 216
Escondido, California.

My dear Chris:

I am getting things straightened out with Hervey Johnson. Don't be too anxious about making a move just yet.

Enclosed find copy of letter that I have written George Buck.

How many have you seen and what is their reaction to a reduction of about a third all the way around? Let me hear from you by return mail.

Confidentially, I am in contact with the newspapers and several prominent, influential men and we will decide something quick.

Sincerely yours,

EF/RC

Escondido, California
April 1, 1935

Senator Ed. Fletcher
Sacramento, California

Dear Senator:

In reply to your letter of March 23, I will say that some of the people are so hard up that if they were actually offered, by the City, a sum one-third less than the amount of the option you now hold----they will accept. Of course they won't like to do this and I am asking you to absolutely keep my name and attitude out of any letter or conversation that you may have with any of the San Pasqual land owners. I do not in any way want to be blamed for this reduction. I recognize that we cannot get any more under the circumstances. I feel that if we can go after this now we will have Johnson's support on the basis of \$200,000---on condition that the matter is shaped up before the people vote on the All American Canal Water Contract. Do you think we can get started before the last of April?

Sincerest regards,

Chris Marchus
Chris. Marchus

CGM/DM

October 3, 1939

City of San Diego,
San Diego, California.

Gentlemen:

In consideration of \$ \$ 2750.00
paid me on or before May 1st, 1940, I agree to sell you the
right to complete Sutherland Dam within the so-called San
Pasqual-San Vicente watershed, said dam being more particularly
located in Section 28, Township 12 South, Range 2 East, S. B. M.,
San Diego County, California; together with the right to
impound and divert the water so impounded to other watersheds
and originating Easterly from said dam. The property which I
own, and affected by this agreement, is legally described
as follows:

Time is the essence of this agreement. I acknowledge
receipt of \$1.00 and other consideration in relation thereto.

C. F. Marchus

ED FLETCHER CO.
San Diego, Calif.

Gentlemen:

In consideration of your past and future services,
in case the City of San Diego accepts the offer above mentioned
your company is to be paid five (5) percent commission on
whatever we receive from the City of San Diego, said money to be
paid out of escrow by the title company on our order.

C. F. Marchus

October 10, 1939

Mr. C.G. Marcus
San Pasqual
Escondido, California

Friend Marcus:

As promised, will say the Webbs signed up for
all of their lands for \$10,500, including Meyers, only 5%
of the contract price while you get 10% or \$2750 and so
does Trussell.

I had a nice visit with the Petes, they will
sign up and also Erwin Jorgenson. I followed your advice
and did not see any of the Judsons Saturday.

Would you do me this favor - give me an idea as
to what the following should be paid:

Wm. H. Dyer
Lillian P. Judson
Herbert Judson
Nellie Johnson Skoog
Eugene Boyle
Fred A. Dyer
Mary B. Judson

Give me an estimate, something to work on so I can
take it up with them. I will treat the information confidential.
I did not see Mr. Rockwood but Mrs. Pete thought he ought to be
satisfied with \$500.00.

With kind regards,

Sincerely yours,

EF/jv

March 15, 1940

Ed Fletcher Company
1020 Ninth Avenue
San Diego, California

Gentlemen:

The option of selling to the City of San Diego the right to build Sutherland Dam and divert the water as per our agreement of _____ is hereby extended from May 1, 1940 until such time as the deal is consummated, the understanding being it can be cancelled on 30 days written notice after September 1, 1940. *The price*

*to be 4800⁰⁰ -
or 10%*

Yours truly

Marie B. Marchus

March 26, 1940

Mr. Chris Marchus,
Box 529
Escondido, California.

See Envelope

My dear Chris:

Enclosed find copy of letter that is not for publication, and which I have written to each member of the city council, Fred Rhodes, Pyle and the Water Commission. If the deal is made and by May 1st, and if Fenton will do his part, I sure will see that you are protected all in accordance with your remarks the other night.

I have given them the facts and I hope you approve of the letter.

With kindest regards, I am

Yours sincerely,

EF M

Ed Fletcher Papers

1870-1955

MSS.81

Box: 17 Folder: 10

General Correspondence - Marchus, Chris



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