

A G R E E M E N T

THIS MEMORANDUM OF AGREEMENT, made and entered into this 29th day of June, 1927, by and between the SAN DIEGO COUNTY WATER COMPANY, a corporation duly organized, existing and doing business under and by virtue of the laws of the State of California, with its principal place of business in Los Angeles, California, Party of the First Part, and SOUTHWEST COAST LAND COMPANY, a California corporation, having its principal place of business at San Francisco, in the State of California, Party of the Second Part,

W I T N E S S E T H:

WHEREAS, a certain written agreement was made and entered into on the 11th day of May, 1927, by and between the parties hereto which when consummated will result in the partition of certain real estate located in the County of San Diego, State of California, the title to which real estate has heretofore been vested in the parties hereto as tenants in common; and

WHEREAS, upon the consummation of said agreement the Party of the Second Part will become the sole owner in fee simple of the following described real property, hereinafter referred to as Tract "A";

All that portion of the Rancho Agua Hedionda, in the County of San Diego, State of California, according to the partition map thereof No. 823, filed in the office of the Recorder of said San Diego County November 16, 1896, described as follows :

Beginning at corner #6 of said Rancho, as shown and delineated on the said Map, running thence North 89° 59' East along the South line of said Rancho as shown on said Map 5317.58 feet to a point; thence North 0° 32' West, 1558.90 feet; thence South 89° 59' West along a line parallel with the South line of said Rancho, 6137.80 feet to an intersection with the ordinary or mean high tide line of the Pacific Ocean; thence Southeasterly along said ordinary or mean high tide line, 1705 feet, more or less, to an intersection with the Westerly extension of the said South line of said Rancho thence North 89° 59' East along said Westerly Extension of said South

line, 144 feet to the point of beginning.

EXCEPTING therefrom that portion thereof conveyed by Southern Title Guaranty Company, a corporation, to The Atchison, Topeka and Santa Fe Railway Company, a Kansas corporation, by deed dated August 20, 1915, and recorded in Book 684, page 322 of Deeds, in the office of the Recorder of said San Diego County, described as follows:

Commencing on the Eastern line of the 100 foot right of way of said Railway Company at a point North 27° 11' West, 571.43 feet from the intersection of said Eastern line of right of way with the South line of said Rancho; thence Northwesterly on a curve concave to the Southwest with a radius of 2914.93 feet, a distance of 305.25 feet; thence on a tangent North 39° 47' West, 126.9 feet; thence Northwesterly on a tangent curve concave to the Northeast, with a radius of 1382.69 feet, a distance of 335.04 feet; thence on a tangent North 25° 54' West, 334.0 feet, said curves and tangents being on the Northeastern line of said 100 foot right of way; thence Southeasterly on a curve concave to the Northeast with a radius of 2814.93 feet, a distance of 387.31 feet; thence on a tangent South 33° 47' East 708.0 feet to the point of commencement, said last described tangent and curve being parallel to and 50 feet Northeastly from the center line of the present main track of the Atchison, Topeka and Santa Fe Railway Company.

AND the Party of the First Part will become the sole owner in fee simple of the following described real property hereinafter referred to as Tract "B":

All that portion of the Rancho Agua Hedionda, in the County of San Diego, State of California, according to the Partition Map thereof No. 823, filed in the office of the Recorder of said San Diego County November 16, 1896, described as follows:

Beginning at corner #6 of said Rancho, as shown and delineated on the said map, running thence North 89° 59' East along the South line of said Rancho, as shown on said map, 5317.58 feet to a point; thence North 0° 32' West 7038.98 feet to a point; thence South 89° 28' West 1865 feet to a point; thence North 0° 34' West 1319.22 feet to a point; thence North 64° 35' West 2531 feet to a point; thence North 53° 57' West 892.70 feet to a point; thence North 72° 14' West 1585.3 feet to a point; thence North 34° 21' West 1290.3 feet to a point; thence South 63° 42' West 893.68 feet to a point; thence South 72° 24' West 2036.33 feet to a point; thence North 78° 03' West to the line of the ordinary or mean high tide of the Pacific Ocean, thence Southeasterly along said ordinary or mean high tide line to an intersection with the Westerly extension of the said South line of said Rancho, thence North 89° 59' East along said Westerly extension of said South line 144 feet to the point of beginning, EXCEPTING therefrom those portions thereof described as follows:

EXCEPTION NO. 1:

All that portion of the Rancho Agua Hedionda, in the County of San Diego, State of California, according to the Partition Map thereof No. 823, filed in the office of the Recorder of said San Diego County November 16, 1896, described as follows:

Beginning at corner #6 of said Rancho, as shown and delineated on the said Map, thence running North 89° 59' East along the South line of said Rancho as shown on said Map 5317.58 feet to a point; thence North 0° 32' West, 1558.90 feet; thence South 89° 59' West along a line parallel with the South line of said Rancho, 6137.80 feet to an intersection with the ordinary or mean high tide line of the Pacific Ocean; thence Southeasterly along said ordinary or mean high tide line, 1705 feet, more or less, to an intersection with the Westerly extension of the said South line of said Rancho; thence North 89° 59' East along said Westerly extension of said South line, 144 feet to the point of beginning.

EXCEPTION NO. 2:

That certain tract or parcel of land conveyed by Kelly Investment Company, a corporation, to The Atchison, Topeka and Santa Fe Railway Company, a corporation, by deed dated July 24, 1909 and recorded in Book 473, page 111 of Deeds, records of said San Diego County on August 30, 1909, and described as follows:

Commencing at the intersection of the Westerly line of 100 foot right of way of the Atchison, Topeka and Santa Fe Railway with the Northerly line of said Lot H; thence Southerly along said Westerly line of 100 foot right of way, 1302.3 feet; more or less, to a point opposite Engineer's Station 2261 plus 22.2 of center line of said 100 foot right of way, said point being 75 feet at right angles Westerly from center line of re-location of Atchison, Topeka and Santa Fe Railway at Engineer's Station 2260 plus 63.5 of said re-location; thence North 37° 28' West magnetic parallel with and 75 feet Westerly from said center line of re-location, 666.3 feet; thence Northerly on a curve concave to West with a radius of 2789.93 feet, 75 feet Westerly from and parallel with said center line of re-location 595.7 feet, more or less, to said Northerly line of Lot H; thence Easterly along said Northerly line of Lot H 30.8 feet to commencement, containing an area of 2.60 acres, more or less.

ALSO that portion of said Lot H, described as follows: Commencing in the Easterly line of said 100 foot right of way opposite Engineer's Station 2262 plus 02.5 of center line of said right of way, said point being 50 feet at right angles Easterly from said center line of re-location opposite Engineer's Station 2260 plus 85.6 of said re-location; thence South 37° 28' East magnetic parallel with and 50 feet Easterly from said center line of re-location 3123.9 feet to a point in the Easterly line of said 100 foot right of way opposite Engineer's Station 2229 plus 60.7 of center line of said right of way; thence Northerly along the Easterly line of said 100 foot right of way 842.8 feet to a point 50 feet at right angles Westerly from center line of said re-location, opposite Engineer's

Station 2237 plus 96.6; thence North 37° 28' West magnetic parallel with and 50 feet Westerly from said center line of re-location 2103 feet to a point in the Easterly line of said 100 foot right of way opposite Engineer's Station 2259 plus 92.2 of center line of said right of way; thence Northerly along said Easterly line of said 100 foot right of way 210.3 feet to commencement, containing 5.64 acres, more or less.

AND WHEREAS, it is contemplated that the Party of the First Part may supply, or cause to be supplied, water for irrigation and/or domestic use on the property hereinbefore described as Tract "B".

NOW, THEREFORE, IT IS MUTUALLY AGREED, by and between the parties as follows:

That in the event First Party should supply water or cause water to be supplied for irrigation and/or domestic use on said Tract "B", then and in such event First Party will also, if notified by Second Party so to do, as hereinafter provided, supply water or cause water to be supplied to said Tract "A" for the same use or uses and upon the most favorable terms as to price, quantity per acre, conditions of service and method and plan of distribution under which water is furnished by First Party to any of the land included in said Tract "B"; but the land in Tract "A" shall not be entitled to receive water upon any more favorable terms or any different terms than those under which the First Party may supply water to the land in Tract "B".

Prior to supplying water or causing water to be supplied to Tract "B" First Party will give Second Party a written notice stating the terms as to price, quantity per acre, conditions of service and method and plan of distribution under which water is to be supplied to said Tract "B".

Within six (6) months after the service by First Party of such notice, or of any notice served subsequently in accordance with the provisions of the next succeeding paragraph, Second Party will elect whether it will take water on the terms and conditions

specified in such notice and will serve notice of such election on First Party. In the event Second Party does not elect within the time herein fixed to take water upon the terms and conditions stated in any such notice and First Party thereafter supplies or causes water to be supplied to Tract "B" upon terms and conditions substantially as set forth in the notice so given to Second Party, then and in such case First Party shall be under no further obligation to supply water or cause water to be supplied to Second Party or to or for the use of said Tract "A". In the event Second Party does elect to take water upon the terms and conditions stated in any such notice, thereafter Second Party shall be obligated to purchase water for said Tract "A" upon said terms and conditions; provided, however, that if works for the delivery of water to Tract "A" in accordance with the terms and conditions set forth in the notice given by First Party, as aforesaid, shall not have been completed within three (3) years after service of such notice by First Party, then and in such case Second Party may, by serving a notice upon First Party, be relieved of all obligation to purchase water from First Party for said Tract "A" and after service of such notice by Second Party First Party shall be relieved of all obligation to Second Party hereunder.

In the event First Party, after serving notice as above provided, does not supply water to Tract "B" upon the terms and conditions stated in said notice, but at some subsequent time supplies water or causes water to be supplied to Tract "B" upon substantially different terms and conditions than those set forth in said notice, then and in such case First Party shall serve upon Second Party a new notice stating the terms as to price, quantity per acre, conditions of service and method and plan of distribution under which water is to be furnished to Tract "B". All of the rights and obligations of the parties hereto under any such new notice shall be the same as under the original notice as defined in this contract.

Nothing in this agreement contained shall be construed as a promise, covenant or undertaking, or as evidence of the intention of San Diego County Water Company to furnish, supply, develop or transport water for irrigation and/or domestic or other use on the aforesaid Tracts "A" and "B", or either of them, or any other land.

This agreement is binding upon the parties hereto, their successors and assigns; provided, however, the notice required to be given by First Party of its intention to supply water or cause water to be supplied to Tract "B" shall be given only to Second Party, or such person as Second Party may designate in writing, and First Party shall not be required to give such notice or any notice to any other corporation, firm or person, or to any owners of land in Tract "B", except Second Party itself or the person so designated by Second Party.

All notices required to be served under this agreement shall be in writing and may be served either personally or by mail. Personal service shall be made by the delivery of notice upon any officer of the corporation to be served upon whom service of summons could be made under the Code of Civil Procedure of California. Service by mail shall be made by depositing the notice in the United States Post Office, addressed to the party to be served, and with postage prepaid thereon. Service on First Party shall be addressed to San Diego County Water Company, 724 South Spring Street, Los Angeles, California, and service on Second Party shall be addressed to Southwest Coast Land Company, Standard Oil Building, San Francisco, California. In the event the address of either party shall change, such party shall notify the other party of such change of address. Service of any notice hereunder shall thereafter be made at such place. If either party shall fail to notify the other party of such change, service

may be made to the last known address of such party.

IN WITNESS WHEREOF, San Diego County Water Company, a corporation, First Party, and Southwest Coast Land Company, a corporation, Second Party, have caused this agreement to be executed on their behalf by their respective officers thereunto duly authorized, and their respective corporate seals to be hereunto affixed, all as of the day and year first above written.

SAN DIEGO COUNTY WATER COMPANY
S E A L
By John Treanor
Vice-President.

ATTEST: (Signed) James H. Woods (Signed)
Asst. Secretary.

First Party.

SOUTHWEST COAST LAND COMPANY
S E A L
By R. H. Channing, Jr.
Vice-President

ATTEST: (Signed) Geo. A. Rose (Signed)
Secretary.

Second Party.

RESOLVED: That the President or a Vice-President and the Secretary or Assistant Secretary of this corporation be and they are hereby authorized and empowered to execute an agreement, for and on behalf of and in the name of this corporation, and in such form and upon such terms and conditions as they deem proper and for the best interests of this corporation, such agreement to be also duly executed by such other parties as said officers shall deem necessary, for the purpose of effecting a partition of the following described property:

Lot 1 of Section 13, Lots 2, 3, 4 and the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 14 and the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 23, all in T. 11 S., R. 2 E., S. B. M;

to the end that there shall vest in the SAN DIEGO COUNTY WATER COMPANY the entire fee title to that portion of the above described real property which is particularly described in and purported to be conveyed by that certain grant deed executed by SAN DIEGO WATER SUPPLY COMPANY in favor of SAN DIEGO COUNTY WATER COMPANY, dated January 11, 1928, and recorded in Book 1441, page 120, of Deeds in the office of the Recorder of San Diego County, California; and be it

RESOLVED, FURTHER, that the officers of this corporation be and they are hereby authorized to do all things necessary to carry out the terms and provisions of the above mentioned partition agreement.

STATE OF CALIFORNIA,)
City and County of : SS
San Francisco)

I, WM. H. METCALF, the Secretary of SAN DIEGO WATER SUPPLY COMPANY, do hereby certify that the foregoing is a true and correct copy of a resolution duly passed and adopted by the Board of Directors of said Company, at a meeting thereof duly called and held at the office of said company on the 22nd day of March, 1929, as the said resolution appears in the minutes of said meeting, and the same has not been rescinded or modified and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation this 22nd day of March, 1929.

Wm H Metcalf
Secretary.

RESOLVED: That the President or a Vice-President and the Secretary or Assistant Secretary of this corporation be and they are hereby authorized and empowered to execute an agreement, for and on behalf of and in the name of this corporation, and in such form and upon such terms and conditions as they deem proper and for the best interests of this corporation, such agreement to be also duly executed by such other parties as said officers shall deem necessary, for the purpose of effecting a partition of the following described property:

Lot 1 of Section 13, Lots 2, 3, 4 and the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 14 and the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 23, all in T. 11 S., R. 2 E., S. B.M.;

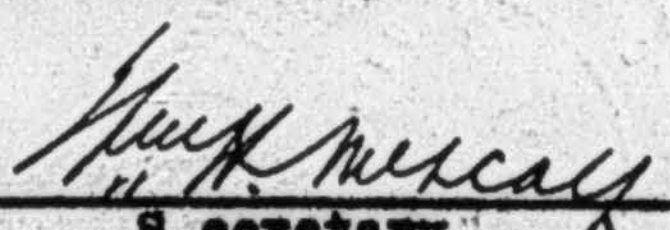
to the end that there shall vest in the SAN DIEGO COUNTY WATER COMPANY the entire fee title to that portion of the above described real property which is particularly described in and purported to be conveyed by that certain grant deed executed by SAN DIEGO WATER SUPPLY COMPANY in favor of SAN DIEGO COUNTY WATER COMPANY, dated January 11, 1928, and recorded in Book 1441, page 120, of Deeds in the office of the Recorder of San Diego County, California; and be it

RESOLVED, FURTHER, that the officers of this corporation be and they are hereby authorized to do all things necessary to carry out the terms and provisions of the above mentioned partition agreement.

STATE OF CALIFORNIA,)
City and County of : SS
San Francisco)

I, WM. H. METCALF, the Secretary of SAN DIEGO COUNTY WATER COMPANY, do hereby certify that the foregoing is a true and correct copy of a resolution duly passed and adopted by the Board of Directors of said Company, at a meeting thereof duly called and held at the office of said company on the 22nd day of March, 1929, as the said resolution appears in the minutes of said meeting, and the same has not been rescinded or modified and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation this 22nd day of March, 1929.


Secretary.

A G R E E M E N T

THIS AGREEMENT, made and entered into as of the 22nd day of March, 1929, by and between SAN DIEGO COUNTY WATER COMPANY, a California corporation, hereinafter sometimes referred to as "First Party", ED FLETCHER, of the City of San Diego, California, hereinafter sometimes referred to as "Second Party", and SAN DIEGO WATER SUPPLY COMPANY (formerly San Dieguito Water Company), a Nevada corporation, hereinafter sometimes referred to as "Third Party",

W I T N E S S E T H:

WHEREAS, that certain real property described in "EXHIBIT A", under the headings "PARCEL A", "PARCEL B" and "PARCEL C", which said "EXHIBIT A" is hereto attached and by this reference made a part of this Agreement, was, prior to the 11th day of January, 1928, owned in fee by the following named parties and in the following proportions, namely: An undivided one-sixth (1/6) interest therein by said San Diego Water Supply Company; an undivided one-third (1/3) interest therein by Wm. G. Kerckhoff Company, a corporation; an undivided one-third (1/3) interest therein by H.W. Keller; and the remaining undivided one-sixth (1/6) interest therein by said Ed Fletcher; and

WHEREAS, on or about the 11th day of January, 1928, said San Diego Water Supply Company executed and delivered to said First Party herein a Deed of Conveyance of the property described in said PARCEL A and PARCEL B of said EXHIBIT A, which Deed was thereafter recorded in the office of the County Recorder of San Diego County, California, and which Deed purported to convey to said First Party herein the whole title to the property described in said Deed and in said PARCEL A and PARCEL B, in fee and in severalty; and

WHEREAS, said San Diego Water Supply Company as Plaintiff, on or about the 2nd day of April, 1928, filed in the Superior Court of the State of California, in and for the County of San Diego, an action against said Wm. G. Kerckhoff Company and others as Defendants, being Case No. 55611, alleging in its complaint, among other things, that on said 11th day of January, 1928, Plaintiff sold to said San Diego County Water Company said land herein described in said PARCEL A and PARCEL B of EXHIBIT A and that Plaintiff had executed and delivered a Deed of Conveyance therefor, as hereinabove mentioned, also that except as to the land conveyed to said San Diego County Water Company, as aforesaid, Plaintiff is the owner in fee of an undivided one-sixth (1/6) interest in and to all the land described in said EXHIBIT A; and whereas the Plaintiff asked in its complaint, among other things, that a partition of all the property described in EXHIBIT A hereof be ordered to be made, and that the specific tract of land described in Paragraph X of said complaint, being the same land as described in PARCEL A and PARCEL B of said EXHIBIT A hereof, be allotted and set apart in partition to said San Diego County Water Company; and

WHEREAS, the Second Party represents that, since the filing of the complaint in the above mentioned action, he has acquired all the right, title and interest in and to the property described in EXHIBIT A hereof heretofore owned by said Wm. G. Kerckhoff Company and said H.W. Keller; and

WHEREAS, it is the purpose and intention of the parties hereto: (a) to cause said court action to be dismissed, with prejudice to all parties thereto, and (b) voluntarily to partition the whole of the property described in said EXHIBIT A hereof and

to segregate all interests therein as hereinafter provided;

NOW, THEREFORE, in consideration of the premises and for other valuable considerations moving to each of the parties hereto, receipt whereof is hereby acknowledged, and upon and subject to the terms and conditions hereinafter mentioned, it is covenanted and agreed by and between the parties hereto as follows, to wit:

I.

WHEREAS, various deeds, agreements and instruments will be necessary in order to effectuate the partition of the property and the segregation of interests therein hereinbefore referred to, the parties hereto agree that they will execute or cause to be executed each and every deed, contract or instrument necessary to effectuate the purpose of this contract and that should the signature of any corporation, or third party or parties, to any deed, contract or other instrument be necessary in order to carry out the purposes of this agreement, each of the parties hereto obligated to execute the same, or obligated to cause the same to be executed, hereby covenants and agrees with each other party hereto that such deed, contract or other instrument will be executed by such necessary parties. It is the purpose of the parties that this contract, together with the deeds, contracts and instruments herein referred to, shall be deposited in escrow with the Union Title Insurance Company of San Diego, hereinafter sometimes referred to as "Title Company", and shall be held by such Title Company under the terms hereof until each and every deed, contract or other instrument required by the provisions hereof has been executed in such legal form as is satisfactory to the parties hereto and their attorneys, to the end that when all of said instruments have been delivered to the parties entitled thereto, the above mentioned segregation and partition of said property will be accomplished.

II.

The Third Party agrees to execute and deposit with said Title Company, in escrow under the terms hereof, a grant deed conveying to the Second Party an undivided one-sixth (1/6) interest in and to the real property described in PARCEL C of said EXHIBIT A, subject, however, to the easements and encumbrances hereinafter specified and agreed to. The Third Party further agrees to cause to be paid, within sixty (60) days from the date hereof, all State and County taxes now due and payable as to an undivided one-sixth interest in all the real property described in said EXHIBIT A.

III.

The First Party agrees to cause to be executed and deposited with said Title Company, in escrow under the terms hereof, a grant deed conveying to the Second Party (subject, however, to all valid existing easements and encumbrances) all that real property situated in the County of San Diego, State of California, particularly described as follows:

All those portions of the Rancho Valle de San Jose (which Rancho was patented by the United States of America to Sylvestre de la Portilla under date of January 10, 1880 and recorded February 20, 1880, in Book 2 of Patents of the Official Records of the County of San Diego, on page 84) constituting that certain parcel of land which is bounded on the Southwesterly side by the Southwesterly line of Rancho Valle de San Jose, as said line extends from Corner No. Three to Corner No. Four and from Corner No. Four to Corner No. Five of said Rancho (said Corners being marked by monuments on the ground and being also referred to in the patent to said Rancho), and bounded on the Northerly and Easterly sides by the center line of the right of way of the County Highway, a map of which highway is on file in the office of the County Surveyor of San Diego County and is entitled: "County of San Diego Highway Commission sketch of a portion of Main Public Highway Route 18, across A Portion of Rancho Valle de San Jose. Scale 1 inch = 200 ft. March 1912, A.F. Crowell, Chief Engineer". Said parcel of land is also particularly described as follows:

Beginning at a point which is located at the intersection of the center line of said right of way of County Highway with the Southwesterly line of said Rancho Valle de San Jose, which point is located 375 feet, more or less, in a Southeasterly direction from said Corner No. Four; thence in a general Northerly and Westerly direction along

*Description OK
A.F. Crowell*

the center line of said right of way of said County Highway N 1° 40' E 115 feet, more or less, to a point; thence continuing along said center line N 10° 00' E 99.71 feet to a point of curve; thence continuing along said center line curving to the left with a radius of 80 feet through an angle of 55° 50' for a distance of 77.96 feet to a point of tangent; thence continuing along said center line N 45° 50' W 157.55 feet to a point of curve; thence continuing along said center line curving to the left with a radius of 200 feet through an angle of 29° 40' for a distance of 103.56 feet to a point of tangent; thence continuing along said center line N 75° 30' W 166.02 feet to a point; thence continuing along said center line West 117.10 feet to a point; thence continuing along said center line N 78° 20' W 105.83 feet to a point of curve; thence continuing along said center line curving to the right with a radius of 100 feet through an angle of 25° 10' for a distance of 43.92 feet to a point of tangent; thence continuing along said center line N 53° 10' W 124.12 feet to a point; thence continuing along said center line N 41° 10' W 240.35 feet to a point; thence continuing along said center line N 45° 30' W 372.96 feet to a point of curve; thence continuing along said center line curving to the left with a radius of 150 feet through an angle of 66° 00' for a distance of 172.79 feet to a point of tangent; thence continuing along said center line S 68° 30' W 40 feet, more or less, to an intersection with the said Southwesterly line of the said Rancho Valle de San Jose as the same extends between Corner No. Four and Corner No. Five of said Rancho; thence following along the said Southwesterly line of said Rancho in a Southeasterly direction 1350 feet, more or less, to Corner No. Four of said Rancho; thence continuing along the Southwesterly line of the said Rancho in a Southeasterly direction 375 feet, more or less, to the point of beginning.

The First Party further agrees to cause to be paid, within sixty (60) days from the date hereof, all State and County taxes now due and payable on the real property hereinbefore in this paragraph "III" described.

IV.

The Second Party agrees to execute and deposit with said Title Company, in escrow under the terms hereof, a grant deed conveying to the First Party an undivided five-sixths (5/6) interest in and to the real property described in PARCEL A and PARCEL B of said EXHIBIT A, subject, however, to the easements and encumbrances hereinafter specified and agreed to. The Second Party further agrees to cause to be paid, within sixty (60) days from the date hereof, all taxes now due and payable as to an undivided five-sixths (5/6)

Description OK
George Cromwell

interest in all the real property described in said EXHIBIT A.

V.

The First Party and Second Party agree to execute in duplicate and deposit with said Title Company, in escrow under the terms hereof, an agreement with respect to the right of the Second Party, upon certain conditions, to enter upon the lands described in PARCEL A and PARCEL B of said EXHIBIT A for the purpose of obtaining water therefrom, said agreement to be in the same form as "EXHIBIT B" which is hereto attached and by this reference made a part hereof.

VI.

The parties hereto agree to deposit with said Title Company, in escrow under the terms hereof, an instrument or instruments sufficient, when and if filed with the clerk of the Court, to effect the dismissal, with prejudice as aforesaid, of the above mentioned action heretofore commenced by the Third Party.

VII.

It is agreed by and between the parties hereto that one executed copy of this Agreement shall be deposited with said Title Company, in the above mentioned escrow, and that the escrow instructions to said Title Company are embodied in the terms and provisions of this Agreement. Said Title Company is hereby authorized and directed to file the aforesaid dismissal of the Court action, to deliver to each party to such Agreement a duplicate original of the Agreement mentioned in Paragraph V hereof, and to record and deliver to the respective Grantees therein named the deeds deposited or caused to be deposited with said escrow holder by the parties hereto, as hereinbefore provided, when said Title Company can issue the following:

A. For the First Party, Union Title Insurance Company's Guarantee of Title (or Continuation Guarantee, if a Guarantee of Title is furnished by said First Party), in the usual form and with the Title Company's liability thereunder limited to such amount as the First Party and the Title Company shall agree upon, showing the record title to the lands described in PARCEL A and PARCEL B of EXHIBIT A hereof to be vested in the First Party, subject to the provisions contained in the Agreement described in said EXHIBIT B, and otherwise free and clear of all encumbrances except the following:

1. State and County taxes for the fiscal year 1929-30, now a lien, payable in October.
2. An easement for public highway over Lot 4 in Section 14 and the Northeast Quarter of the Northeast Quarter of Section 23, hereinafter described, as granted May 25, 1896 by Fred Scholder to the County of San Diego, by Deed recorded in Book 257, page 177 of Deeds, records of San Diego County. Said road being known as Mesa Grande and Warner Ranch Road as same is shown on Old Survey No. 185 on file in the office of the County Surveyor of said San Diego County.
3. An easement for main public highway over and across Lot 1, Section 13, Lots 2, 3, 4, Section 14 and Northeast Quarter of the Northeast Quarter of Section 23, hereinafter described, said highway to be 50 feet wide and 25 feet on each side of a center line commencing at a point on the South line of said Lot 1, thence running in a Northwesterly direction to a point on the Northeasterly line of said Lot 2, according to a plan entitled County of San Diego Highway Commission, a portion of the main public highways, Route No. 18, Division No. 5, between La Jolla Amago and

Morretti's as granted by deed from Ed Fletcher to the County of San Diego, dated September 20, 1918, recorded in Book 505, Page 155 of Deeds.

4. A Trust Indenture, covering that portion of the hereinafter described premises herein vested in San Diego County Water Company, a corporation, executed September 1, 1922, by San Diego County Water Company, a corporation, to Union Bank & Trust Co. of Los Angeles, a corporation, Trustee, to secure a bonded indebtedness of Seventy-five Hundred Thousand Dollars (\$7,500,000.00) recorded in Book 923, Page 153 of Deeds, records of San Diego County.

Reference is hereby made to the record of said Trust Indenture for full particulars.

It is further understood and agreed that said Guarantee of Title may also contain "NOTES" in substantially the following wording:

1. "This Guarantee does not include an examination of, or report on water rights, water contracts, or matters pertaining thereto."

2. "An apparent conflict exists in the description set out in the patent to Rancho Valle de San Jose, recorded in Book 2, page 84 of Patents, the map attached to said patent, and the plat of the Government Survey, of the lands adjoining the Southwesterly line of said Rancho."

B. For the Second Party, Union Title Insurance Company's Guarantee of Title (or Continuation Guarantee, if a Guarantee of Title is furnished by said Second Party), in the usual form and with the Title Company's liability thereunder limited to such amount as the Second Party and the Title Company shall agree upon, showing

the record title to the lands described in PARCEL C of EXHIBIT A hereof to be vested in the Second Party, free and clear of all encumbrances except the following:

1. State and County taxes for the fiscal year 1929-30, now a lien, payable in October.

2. An easement for public highway over Lot 4 in Section 14 and the Northeast Quarter of the Northeast Quarter of Section 23, hereinafter described, as granted May 25, 1896 by Fred Scholder to the County of San Diego, by Deed recorded in Book 257, page 177 of Deeds, records of San Diego County. Said road being known as Mesa Grande and Warner Ranch Road as same is shown on Old Survey No. 185 on file in the office of the County Surveyor of said San Diego County.

3. An easement for main public highway over and across Lot 1, Section 13, Lots 2, 3, 4, Section 14 and the Northeast Quarter of the Northeast Quarter of Section 23, hereinafter described, said highway to be 50 feet wide and 25 feet on each side of a center line commencing at a point on the South line of said Lot 1, thence running in a Northwesterly direction to a point on the Northeasterly line of said Lot 2, according to a plan entitled County of San Diego Highway Commission, a portion of the main public highways, Route No. 18, Division No. 5, between La Jolla Amago and Morretti's as granted by Deed from Ed Fletcher to the County of San Diego, dated September 20, 1912, recorded in Book 505, Page 155 of Deeds.

It is further understood and agreed that said Guarantee of Title may also contain "NOTES" in substantially the following wording:

1. "This Guarantee does not include an examination of, or report on water rights, water contracts, or matters pertaining thereto."

2. "An apparent conflict exists in the description set out in the patent to Rancho Valle de San Jose, recorded in Book 3, page 84 of Patents, the map attached to said patent, and the plat of the Government Survey, of the lands adjoining the Southwesterly line of said Rancho."

The parties hereto agree that all instruments called for by the terms of this agreement shall be deposited with said Title Company in escrow within sixty (60) days from date hereof. Time is hereby declared to be of the essence of the provisions of this paragraph.

Whenever a deed is to be executed by a married man as Grantor, pursuant to the terms of this Agreement, said deed shall also be executed and acknowledged by his wife, and whenever a deed or other instrument is to be executed by a corporation, pursuant to the terms of this agreement, the directors of said corporation shall adopt a resolution authorizing the execution of such deed or other instrument and there shall be filed in this escrow a certified copy of said resolution with the seal of said corporation affixed thereto.

The First Party agrees to pay the following: (1) One-half of the escrow charges of said Title Company; (2) the fee for recording deed or deeds mentioned in Paragraph IV hereof; (3) the cost of the Guarantee of Title (or Continuation Guarantee) covering the property agreed to be conveyed to the First Party pursuant to this contract.

The Second Party agrees to pay the following: (1) One-half of the escrow charges of said Title Company; (2) the fee for recording deed or deeds mentioned in Paragraphs II and III hereof; (3) the cost of the Guarantee of Title (or Continuation Guarantee) covering the property agreed to be conveyed to the Second Party pursuant to Paragraph II of this contract.

This contract is executed in quadruplicate, one executed copy thereof for each of the parties hereto and the fourth executed copy to be deposited in escrow with said Title Company.

IN WITNESS WHEREOF, the First Party and Third Party have caused their corporate names and seals to be hereunto affixed, by their respective officers thereunto duly authorized, and the Second Party has hereunto subscribed his name as of the day and year first hereinabove written.

SAN DIEGO COUNTY WATER COMPANY

By *[Signature]* President
First Party

ATTEST:

[Signature]
Secretary

[Signature]
Second Party

SAN DIEGO WATER SUPPLY COMPANY

By *[Signature]* President
Third Party

ATTEST:

[Signature]
Secretary

APPROVED AS TO FORM

By *[Signature]*

approved as to terms and descriptions
George Cromwell

EXHIBIT A

The following described real property is all situated in the County of San Diego, State of California, to wit:

PARCEL A. All these portions of Lot One in Section Thirteen, Lot Four in Section Fourteen and the Northeast Quarter of the Northeast Quarter of Section Twenty-three, all in Township Eleven South, Range Two East, S.B.M., constituting that certain tract or parcel of land which is bounded on the Northeasterly side by the Southwesterly line of Rancho Valle de San Jose, as said line extends from Corner No. Three of said Rancho to Corner No. Four of said Rancho (said Corners being marked by monuments on the ground and being also referred to in the patent to Rancho Valle de San Jose issued by the United States of America to Sylvestre de la Portilla, dated January 10, 1880, and recorded February 20, 1880, in Book 2 of Patents of the Official Records of the County of San Diego, on page 84), and bounded on the Southerly and Westerly sides by the center line of the right of way of the County Highway, a Map of which highway is on file in the office of the County Surveyor of San Diego County and is entitled: "County of San Diego Highway Commission sketch of a portion of Main Public Highway Route 18, across A Portion of Rancho Valle De San Jose. Scale 1 inch=200 ft. March 1912 A.F. Crowell. Chief Engineer". Said tract or parcel of land is also particularly described as follows:

Beginning at a point which is located at the intersection of the center line of said right of way of County Highway with the above described Southwesterly line of said Rancho Valle de San Jose, which point is located 1730 feet, more or less, in a Northwesterly direction from said Corner No. Three; thence in a general Westerly and Northerly direction along the center line of said right of way of said County Highway N 67° 10' W 120 feet, more or less; thence continuing along said center line on a curve to the left with a radius of 100 feet through an angle of 29° 10' for a distance of 50.91 feet to a point of tangent; thence continuing along said center line S 83° 40' W a distance 412.02 feet to a point of curve; thence continuing along said center line curving to the right with a radius of 120 feet through an angle of 77° 10' for a distance of 161.62 feet to a point of tangent; thence continuing along said center line N 19° 10' W a distance of 143.12 feet to a point; thence continuing along said center line N 29° 50' W, a distance of 111.33 feet to a point; thence continuing along said center line N 38° 50' W a distance of 243.97 feet to a point; thence continuing along said center line N 18° 10' W a distance of 294.4 feet to a point; thence continuing along said center line N 1° 40' E a distance of 110 feet, more or less, to an intersection with the said Southwesterly line of the said Rancho Valle de San Jose; thence along the said Southwesterly line of the said Rancho Valle de San Jose in a Southeasterly direction to the point of beginning.

*Description OK
George Crowell*

PARCEL B. All these portions of Lot Two and Lot Three in Section Fourteen, Township Eleven South, Range Two East, S.B.M., constituting that certain tract or parcel of land which is bounded on the Northeasterly side by the Southwesterly line of Rancho Valle de San Jose, as said line extends from Corner No. Four to Corner No. Five of said Rancho (said Corners being marked by monuments on the ground and being also referred to in the patent to Rancho Valle de San Jose issued by the United States of America to Sylvestre de la Portilla, dated January 10, 1880, and recorded February 20, 1880, in Book 2 of Patents of the Official Records of the County of San Diego, on page 84), and bounded on the Southerly and Westerly sides by the center line of the right of way of the County Highway, a map of which Highway is on file in the office of the County Surveyor of San Diego County and is entitled: "County of San Diego Highway Commission sketch of a portion of Main Public Highway Route 18, across A Portion of Rancho Valle De San Jose. Scale 1 inch = 200 ft. March 1912 A.F. Crowell, Chief Engineer." Said tract or parcel of land is also particularly described as follows:

Beginning at a point which is located at the intersection of the center line of said right of way of said County Highway with the above described Southwesterly line of said Rancho Valle de San Jose, which point is located 1350 feet, more or less, in a Northwesterly direction from said Corner No. Four; thence in a general Southwesterly and Northwesterly direction along the center line of the right of way of said County Highway S 68° 30' W a distance of 225 feet, more or less, to a point; thence continuing along said center line S 47° 00' W a distance of 219.50 feet to a point of curve; thence continuing along said center line on a curve to the right with a radius of 80 feet through an angle of 124° 40' for a distance of 174.07 feet to a point of tangent; thence continuing along said center line N 8° 20' W a distance of 136.6 feet to a point of curve; thence continuing along the said center line curving to the left with a radius of 300 feet through an angle of 25° 20' for a distance of 132.65 feet to a point of tangent; thence continuing along the said center line N 33° 40' W a distance of 511.58 feet to a point of curve; thence continuing along the said center line curving to the right with a radius of 100 feet through an angle of 40° 00' for a distance of 69.81 feet to a point of tangent; thence continuing along the said center line N 6° 20' E a distance of 64.78 feet to a point of curve; thence continuing along the said center line curving to the left with a radius of 150 feet a distance of 35 feet, more or less, to an intersection with the said Southwesterly line of said Rancho Valle de San Jose; thence along the said Southwesterly line of said Rancho in a Southeasterly direction to the point of beginning.

*Description OK
George Crowell*

*Description OK.
George Cromwell*

PARCEL C. Lot 1 of Section 13, Lots 2, 3, 4 and the S.W. 1/4 of the S.E. 1/4 of Section 14 and the N.E. 1/4 of the N.E. 1/4 of Section 23, all in T.11 S., R.2 E., S.B.M.;

Excepting therefrom all those portions thereof included within the boundaries of these parcels of land hereinbefore in this "EXHIBIT A" described under the headings "Parcel A" and "Parcel B", respectively.

EXHIBIT B

THIS AGREEMENT, made and executed in duplicate this _____ day of _____, 1929, by and between SAN DIEGO COUNTY WATER COMPANY, a California corporation, hereinafter sometimes referred to as "First Party", and ED FLETCHER, of San Diego, California, hereinafter sometimes referred to as "Second Party",

W I T N E S S E T H:

WHEREAS, the First Party is the owner of that certain real property, hereinafter sometimes referred to as the "Shoulder Property", situated in the County of San Diego, State of California, described as follows:

(Here insert description as per Parcel A and Parcel B of the 3 party agreement to which this EXHIBIT B is attached);

and the Second Party being desirous of obtaining certain rights in connection therewith, as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and for other valuable considerations moving to each of the parties hereto, receipt whereof is hereby acknowledged, and upon and subject to the terms and conditions hereinafter mentioned, it is covenanted and agreed by and between the parties hereto as follows, to-wit:

I.

The First Party hereby consents and agrees that the Second Party shall have the right to develop, by pumping or otherwise and for the sole purpose hereinafter mentioned, such water as does not originate in Henshaw Reservoir nor become available by reason of the impounding of water in said Reservoir but which does originate, from springs independent of said Reservoir, on those portions of said Shoulder Property lying above an elevation

of 2727 feet above sea level, according to United States Geological Survey datum, which is the elevation of the crest of the spillway of Henshaw Dam; it being understood and agreed, as a condition subsequent to the rights herein given to the Second Party, that in no event shall the Second Party sink or permit to be sunk any wells on said Shoulder Property to any point below, nor in any manner develop water below, said elevation of 2727 feet above sea level. Any water developed by the Second Party pursuant to the terms of this agreement may be developed and transported for the following purpose and no other, namely: to be used in emergencies for domestic purposes upon that certain real property situated in the County of San Diego, State of California, particularly described as follows:

(Here insert description as per Parcel C of the 3 party agreement to which EXHIBIT B is attached, also description contained in Paragraph III of said 3 party agreement.)

It is further agreed, as a condition precedent to the Second Party's right to develop and/or transport water as aforesaid, that, at the time of any such developing and transporting of water, all water resources reasonably or practicably available from the land last hereinbefore described shall first have been exhausted.

II.

The right of the Second Party to develop and transport water, under the terms hereof, shall be deemed to include the necessary and incidental right of ingress and egress across said Shoulder Property but in no event across any portion thereof lying below said elevation of 2727 feet above sea level, to and from the locations thereon where water is being so developed, and the right to construct, repair and maintain on said property any pipeline necessary for such transportation of water; provided, however, that

such pipeline shall be placed and maintained at a depth of not less than eighteen inches below the surface of the ground.

III.

Anything in this agreement appearing to the contrary notwithstanding, all rights of the Second Party hereunder are subject at all times to the right of the First Party to maintain Henshaw Reservoir up to its full capacity and to permit such flooding of any portion of said Shoulder Property as may result from the impounding of water in said Reservoir either to its full capacity or to any lesser degree; it being further understood and agreed that the First Party will assume no liability for loss or damage to any water supply, pipe line, materials or other property of the Second Party resulting directly or indirectly from such maintaining of said Henshaw Reservoir or flooding of said Shoulder Property, but that this risk will be assumed by the Second Party. The Second Party further covenants and agrees that his rights under this agreement shall be exercised in such a way that there will be a minimum of interference with the right of the First Party to use said Shoulder Property in any manner not inconsistent with said rights of the Second Party.

IV.

It is further understood and agreed that the First Party shall be at no expense whatever in connection with the operations of the Second Party hereunder, and said Second Party covenants and agrees that he will at all times fully indemnify and save harmless the First Party from and against any and all mechanics' liens and other liens of like nature arising out of any work, labor or operations done or suffered to be done by or material furnished to said Second Party on or about said Shoulder Property. The Second Party further covenants and agrees to indemnify and save harmless the

First Party from and against any and all loss, damage, claim, liability, cost or expense resulting directly or indirectly from, or in any manner connected with, the developing and/or transporting of water by the Second Party pursuant to this agreement, or arising out of any failure of the Second Party in any respect to comply with the requirements and provisions of said agreement.

V.

A breach by the Second Party of any of his covenants or obligations herein contained shall, at the option of the First Party, terminate all of the rights of the Second Party hereunder, and a waiver by the First Party of any default on the part of the Second Party shall not constitute nor be considered a waiver of any other or subsequent default as to the same or any other matter.

VI.

It is understood and agreed that the terms and provisions of this agreement shall inure to the benefit of and bind, as the case may require, the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the First Party has caused its corporate name and seal to be hereunto affixed, by its officers thereunto duly authorized, and the Second Party has hereunto subscribed his name as of the day and year first hereinabove written.

SAN DIEGO COUNTY WATER COMPANY

By _____
President
First Party

ATTEST:



Secretary

Second Party

(Acknowledgments to be added)

PARTITION AGREEMENT

SAN DIEGO COUNTY WATER COMPANY,
First Party

ED FLETCHER,
Second Party

SAN DIEGO WATER SUPPLY COMPANY,
Third Party

DATED _____, 1929.

March 31, 1925.

Mr. L. A. Hinshaw,
Lake Hodges, Calif.

My dear Hinshaw;

Kindly sign the enclosed release and return
it to me as soon as possible.

Yours very truly,

EF:KLM

THIS IS TO CERTIFY that L. A. HINSHAW and
ED FLETCHER hereby release and cancel all claims and
demands against the San Dieguito Mutual Water Company,
the San Dieguito Water Company or the San Diego
County Water Company, growing out of any lease or
contracts between L. A. Hinshaw and Ed Fletcher
relating to the Lake Hodges Oak Grove property, the
Bernardo Acre and the hunting, boating and fishing
privileges on Lake Hodges.

Dated this 1st day of April, 1925.

Ed Fletcher Papers

1870-1955

MSS.81

Box: 51 Folder: 14

**Business Records - Water Companies - Volcan
Land and Water Company - San Dieguito System
- San Diego County Water Company - Legal
papers: Agreements with Ed Fletcher Company**



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