

**P R O P O S I T I O N**

**of**

**SOUTHERN CALIFORNIA MOUNTAIN WATER COMPANY  
TO SELL A PORTION OF ITS SYSTEM OF WATER WORKS  
TO THE CITY OF SAN DIEGO**

**ALSO**

**TO LEASE OTHER PORTIONS OF ITS SYSTEM OF WATER WORKS  
TO THE CITY OF SAN DIEGO  
WITH THE OPTION OF PURCHASING THE SAME.**

San Diego, California, February 10, 1912.

To the

Honorable James E. Wadham, Mayor of the City of San Diego,  
California, the

Honorable Common Council of the City of San Diego, California,  
and the

Honorable James E. Wadham, Mayor of the City of San Diego,  
California,

Honorable H. R. Fay, Superintendent of the Water Department  
of the City of San Diego, California,

Honorable Edwin M. Capps, Consulting Engineer of the City of  
San Diego, California,

Special Water Committee of the City of San Diego, California,

Gentlemen:-

In compliance with your request and in confirmity with the propositions discussed at conferences, between yourselves and John D. Spreckles, President of the Southern California Mountain Water Company, M. M. O'Shaughnessy, Chief Engineer of the Southern California Mountain Water Company, and H. L. Titus, Attorney for the Southern California Mountain Water Company, on January 15th, 16th and 23rd, and February 2nd, 1912, the Southern California Mountain Water Company hereby submits the following propositions for your consideration:

First: The Southern California Mountain Water Company proposes to sell and convey to the City of San Diego, California, within six months from this date, for the sum of Two Million and Five Hundred Thousand (\$2,500,000.00) Dollars, in lawful money of the United States, all those certain portions of its system of water works located in the County of San Diego, State of California, and more particularly described as follows, to-wit:



1. The Barrett Dam Site and Reservoir Site, consisting of nine hundred and thirty-six acres of land, together with eight hundred and twenty-four acres in addition thereto adjoining and adjacent to the same, with buildings, and construction plant, including all lands in the Barrett Reservoir Site to the one-hundred and seventy-five foot contour line, above the bed of the stream at the Barrett Dam Site.

2. All the water rights on Pine Creek, and all the lands and riparian rights of the Southern California Mountain Water Company along Pine Creek and the Cottonwood Creek from the Dulzura Conduit intakes to the International Boundary Line between the United States and Mexico.

3. The Dulzura Conduit running from and including the diverting intakes at the Pine and Cottonwood Creeks, to the Dulzura Divide, said Divide being near the center of Section 10, R. 2 E. Twp. 18 S., S.B.M., with all the lands and rights of way owned by the Southern California Mountain Water Company along the same.

4. All flowage rights, riparian rights, rights of way, and lands of the Southern California Mountain Water Company along the Dulzura and Jamul Creeks, from the Western end of the Dulzura Conduit as above described to the Lower Otay Reservoir.

5. The Upper Otay Dam and Reservoir consisting of One hundred and sixty-four acres of land, together with the lands adjoining appurtenant and adjacent thereto, consisting of four hundred and fifty and sixty-four hundredths acres, subject to the shooting and fishing privileges of E. S. Babcock.

6. The Lower Otay Dam and Reservoir consisting of one thousand acres of land, and the lands owned by the Southern California Mountain Water Company adjoining, appurtenant and adjacent to the same, consisting of one thousand four hundred twenty-one and eighteen hundredths acres including all buildings, gardens, orchards, and improvements thereon.

7. The Pipe System and rights of way therefor, from the Lower Otay Dam and Reservoir to the University Heights Reservoir, in the



City of San Diego, California, with pipe walkers' house<sup>s</sup> along the same.

8. The Chollas Heights Reservoir consisting of fifteen and seventy-three hundredths acres, together with the lands adjoining and adjacent thereto, consisting of one hundred and sixty-four and twenty-seven hundredths acres, and also the water filtering plant with the land adjoining and adjacent thereto, consisting of five acres.

The foregoing proposition is made subject to the water rights of the Southern California Mountain Water Company, on the Cottonwood Creek east of the Barrett Reservoir Site, and to all property rights of the Southern California Mountain Water Company to lands lying east of the east line of the Barrett Reservoir Site, including the right of the Southern California Mountain Water Company to complete and maintain the Morena Dam, and to catch, impound, and store water in the Morena Reservoir, and to take, draw, and divert water therefrom, and to sell and deliver the same for domestic, irrigation and other purposes outside of and beyond the water shed of the Morena Reservoir, subject to the rights of the City to lease and purchase the same as hereinafter set forth. The said land to be so sold and conveyed by the said Southern California Mountain Water Company to the said City of San Diego, California, is more particularly described in that certain map and schedule, hereto attached, marked "Exhibit A" and hereby made a part hereof, at Lots Numbered Forty-nine to One Hundred and Forty-seven, both inclusive, and consisting of seven thousand and fifty three and ninety-four hundredths (7,053.94) acres of land.

The lands from which riparian rights have been acquired are designated as Lots Numbered from Two Hundred and One to Two Hundred and Fourteen, both inclusive, on said map and schedule, and consist of ten thousand nine hundred and eighteen acres of land.

This proposition is also made subject to all pre-existing contracts heretofore made by, and under which the Southern California Mountain Water Company is now furnishing water for domestic and irri-



gation purposes, which contracts are more particularly described in that certain schedule hereto attached, marked "Exhibit B" and hereby made a part hereof, including a contract between the Southern California Mountain Water Company and the Coronado Water Company for the use of water for domestic and irrigation purposes upon the Peninsula of San Diego, as per grant thereof, known as North Island, City of Coronado, Tent City, the Brick Yards, and Coronado Heights and other consumers which are limited to the amount of water now being delivered to those who have connections with and are now being furnished with water from the Coronado pipe line, which pipe line commences on the Otay San Diego pipe line at Coronado Junction, about two and three-fourths miles below the Lower Otay outlet, and follows along the sand spit around the Bay of San Diego, into the City of Coronado, the price for such water to be eight cents per thousand gallons for the period of ten years from the date of contract and thereafter upon such rate, as the parties may agree upon, or, if unable to agree upon such rate, then such rate to be fixed by arbitration, one party selecting one arbitrator, and the other party selecting the second arbitrator, and if the two arbitrators, so chosen, are unable to agree, they shall select a third arbitrator, whose decision shall be final, or at such rate as shall be fixed by lawful authority in existence at that time. The water shall be measured by a Venturi meter, or other water meter equally as good, to be established along the Coronado pipe line at said Coronado Junction of said Coronado pipe line, and access shall be available to the employees of both the City of San Diego, and the Coronado Water Company, or its successors or assigns. Payment for such water shall be made monthly to the City of San Diego, at the City Hall, on or before the Tenth day of each month, in United States Gold Coin, for water furnished during the preceding month.

Second: The Southern California Mountain Water Company also proposes to enter into an agreement with the City of San Diego, by the terms of which it will lease to said City, for a period of ten years, all its water rights on the stream of the Cottonwood Creek,



above and east of the Barrett Reservoir Site; also the Morena Reservoir and Morena Dam, including all lands in the Morena Reservoir and Morena Reservoir Site, and adjoining lands, together with the right to catch, store and impound water therein, and to take, use, and draw from the said Morena Reservoir and Morena Dam, during said period of ten years, all water which may flow into, or become impounded in, or flow through, said Morena Reservoir and Morena Dam, together with the right to use the natural bed of the Cottonwood Creek as an aqueduct, from the said Morena Dam to the easterly edge of the said Barrett Reservoir Site, also the right to use all wagon-roads and telephone lines upon said property and used in connection therewith, subject to the use of such telephones by the Jamul Ranch at a reasonable rental, - for and at the annual rental of Sixty-seven Thousand and Five Hundred (\$67,500.00) Dollars, to be paid in twelve equal monthly installments of five thousand Six hundred and Twenty-five (\$5,625.00) Dollars each on or before the Tenth day of each month, at the City Hall of the City of San Diego, in warrants of the City drawn upon the proper fund of said City, for the use and rental of said property for the preceding month, during said term; Provided, that the said City of San Diego shall maintain and keep all of said property and the fences and buildings thereon in good repair and condition, at its own expense, and make all repairs and replacements necessary, to the end that said property will during said term be kept in and be returned to the said Southern California Mountain Water Company, at the end of said term, in as good condition as when received by said City, reasonable wear, and damages by the elements, excepted; and that the said City of San Diego shall not underlet or sublet any part or portion of said property, or assign the lease of the same, or make any alterations or improvements therein, without the consent of the said Southern California Mountain



Water Company having been first had and obtained in writing. Also provided, that no cattle, horses, hogs, burros, or other stock, shall be pastured upon or within said Morena Reservoir Site, or within the fence enclosing the same, and neither shall said Reservoir Site be used for camping purposes, and said Reservoir and Reservoir Site shall, during all of said term, be kept free from brush, second-growth, driftwood and other obstructions, and the water therein shall be kept free from algae, and other impurities, so that said water will be fit for domestic use at all times during said term. The Said land to be so leased is more particularly described as follows, to-wit: Lots One to Forty-eight, both inclusive, as described and designated on the accompanying map and schedule, marked "Exhibit A."

Third: The Southern California Mountain Water Company also proposes by the terms of said agreement of lease to also give and grant to the said City of San Diego the option, right and privilege, to purchase, and of purchasing, all its water rights in the stream of the Cottonwood Creek, above and east of the Barrett Reservoir Site; also the Morena Reservoir and Morena Dam, and the water impounded therein, together with the right to catch, store and impound water therein, and to take, use and draw from the said Morena Reservoir and Morena Dam, all water which may flow into, or become impounded in, or flow through, said Morena Reservoir and Morena Dam, together with the right to use the natural bed of the Cottonwood Creek, as an aqueduct, from said Morena Dam to the east line of the said Barrett Reservoir Site, at any time within ten years from the date of said lease, for the sum of One Million Five Hundred Thousand (\$1,500,000.00) Dollars. Said land is more particularly described as follows, to-wit: Lots One to Forty-eight, both inclusive, as described and designated on the attached map and schedule containing three thousand two hundred and ninety-six and seventy-seven hundredths acres of land.



This proposition is made subject to the acceptance by the said City of San Diego of the said proposition "Second" to lease said property to the said City of San Diego.

Should the said City of San Diego not exercise its option and right to purchase said property, within the said term of ten years, then the said City shall, at the expiration of said lease, surrender the possession of all the property described in said lease to the Southern California Mountain Water Company, its successors or assigns, and nothing in said lease, or herein, shall impair any of the rights of the Southern California Mountain Water Company which it now has to any of the said property described in said lease, or to sell or dispose of all water caught or impounded in said Morena Reservoir, for either consumption or power, and the said City of San Diego, shall, on demand, grant rights of way over its properties so acquired from the Southern California Mountain Water Company, for aqueducts, conduits, wagon-roads, the transmission of power, and telephone lines, if requested to do so by the said California Mountain Water Company, or its successors or assigns; Provided, the same shall not conflict in any way either with then existing or proposed works of the said City.

If the "First" proposition is accepted, the City of San Diego shall release the Southern California Mountain Water Company from its present contract to furnish water to the said City of San Diego, at the time that the property to be so sold and conveyed to the said City of San Diego, as described in proposition "First" is delivered to and accepted by the said City of San Diego.

All of which is respectfully submitted.

(SEAL)

SOUTHERN CALIFORNIA MOUNTAIN WATER COMPANY,

By A. H. Kayser  
Secretary of the Southern California  
Mountain Water Company.

M. M. O'Shaughnessy,

Chief Engineer of the Southern  
California Mountain Water Company.



**E X H I B I T   "A"**

**LIST OF PROPERTIES OF  
SOUTHERN CALIFORNIA MOUNTAIN WATER CO.**

**Accompanying Proposition of LEASE and OPTION to purchase to the  
CITY OF SAN DIEGO**

**and**

**LIST OF PROPERTIES OF  
SOUTHERN CALIFORNIA MOUNTAIN WATER CO.**

**PROPOSES TO SELL**

**to the**

**CITY OF SAN DIEGO**

**for \$2,500,000.00.**



List of Properties of SOUTHERN CALIFORNIA MOUNTAIN WATER CO.

accompanying proposition of Lease and Option to purchase to the  
City of San Diego.

No. of Parcel on Map.	Co's Deed No.	Certi- ficate No.	Area Acres.	Legal Subdivision.	Twp.	Range.	Remarks.
1	1	36	40	SW $\frac{1}{4}$ of NW $\frac{1}{4}$ Sec. 8	17 S	5 E	
2	1	36	40.90	SE $\frac{1}{4}$ of NE $\frac{1}{4}$ " 7	"	"	
3	52	42	80	E $\frac{1}{2}$ of SE $\frac{1}{4}$ " 7	"	"	
4	1	36	80	W $\frac{1}{2}$ of SE $\frac{1}{4}$ " 7	"	"	
5	1	36	80	S $\frac{1}{2}$ of SW $\frac{1}{4}$ " 7	"	"	
6	52	42	80	E $\frac{1}{2}$ of NE $\frac{1}{4}$ " 18	"	"	
7	1	36	40	NW $\frac{1}{4}$ of NE $\frac{1}{4}$ " 18	"	"	
8	1	36	40	NE $\frac{1}{4}$ of NW $\frac{1}{4}$ " 18	"	"	
9	4	36	40	SW $\frac{1}{4}$ of NW $\frac{1}{4}$ " 18	"	"	
10	4	36	83.68	W $\frac{1}{2}$ of NW $\frac{1}{4}$ " 18	"	"	

ETC.

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**Ed Fletcher Papers**

**1870-1955**

**MSS.81**

**Box: 56 Folder: 2**

**Business Records - Water Companies - Cuyamaca  
Water Company - Proposal of Southern California  
Mountain Water Company to lease water to City**



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