

Requisition No. _____

Demand No. 11315

Their Number _____

M Cuyamaca Water Company,

CITY OF EAST SAN DIEGO

-----California-----

Date 193__	Items	Dollars	Cts
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Purchase of Distributing lines of the Cuyamaca System lying within the City of East San Diego, Said purchase being authorized by the State Rail-Road Commission and Resolutions of the Board of Trustees of the City of East San Diego.

6,000 00

Budget Segregation

Checked by

Approved and Allowed by
FINANCE COMMITTEE:

Acct. No.

Amount

W. H. Hall Trustee
D. B. Goldsmith Trustee
D. J. Martin Trustee

100-A

6,000.00

Purchasing Agent
 Approved for Payment
 from the
 Water Improvement Fund
 Wilbur W. Easton
 City Clerk

Received Payment
Apr. 30th 1933

Cuyamaca Water Co.

Allowed by Board of Trustees
in Open Session:

Apr. 26, 1933.

Wilbur W. Easton
City Clerk

By Ed Fletcher, Mgr.
Claimant, Assignee
or Agent.

EXHIBIT B

BILL OF SALE

THIS AGREEMENT made and entered into as of the First day of April, 1923, by and between THE CUYAMACA WATER COMPANY, a Copartnership, of San Diego, California, party of the first part, and THE CITY OF EAST SAN DIEGO, CALIFORNIA, a municipal corporation of the 6th class, party of the second part;

W I T N E S S E T H :

THAT for and in consideration of Six Thousand Dollars (\$6,000.00), cash in hand paid by the party of the second part to the party of the first part, the receipt whereof is hereby acknowledged, party of the first part hereby sells, assigns, and conveys unto the said party of the second part, the following described portions of its water distribution system within the City limits of the said City, to-wit:

Alhambra Park

Approximately:

21 services
21 - 5/8 x 3/4 meters
2176' of 3" Standard Screw
3400' of 2" " "
3 - 2" gates
2 - 3" "

Montecello Tract

Approximately:

15 services
15 - 5/8 x 3/4 meters
1365' of 3" Standard Screw
4228' of 2" " "
2 - 2" gates
1 - 3" gate

Monte Vista Avenue

Approximately:

10 services
10 - 5/8 x 3/4 meters
70' - 3" Standard Screw
875' - 1 1/2" " "
1 - 3" gate

Orchard Avenue

Approximately:

4 services
4 - 5/8 x 3/4 meters
70' - 3" Standard Screw
832' - 2" " "
335' - 1" " "
2 - 3" gates

Highland Avenue

Approximately:

17 services
17 - 5/8 x 3/4 meters
70' - 3" Standard Screw
1265' - 2" " "
1 - 3" gate

Orangewood Avenue

Approximately:

18 services
18 - 5/8 x 3/4 meters
70' - 3" Standard Screw
1050' - 2" " "
50' - 1" " "
50' - 3/4" " "
1 - 3" gate

Olive Hill Tract

Approximately:

19 services
19 - 5/8 x 3/4 meters
2" pipe, now, 400'
2085' - 2" pipe (old)
661' - 1" pipe "
85' - 3/4" " "
3 - 2" gates

Highland Park Tract - Boundary and Cajon.

Approximately:

4 services
4 - 5/8 x 3/4 meters
500' - 1" pipe (old)
155' - 3/4" " "

Cajon Avenue - Pacific to Boundary

Approximately:

3" pipe 1050'
2" " 350'

IN WITNESS WHEREOF, the parties hereto have hereunto set their names, the party of the first part by Ed Fletcher, its Manager, and the party of the second part by the President of its Board of Trustees, pursuant to a Resolution of the said Board authorizing him so to do, and all pursuant to the authorization of the Railroad Commission of the State of California set forth and contained in its Decision No. 11939, dated April 18, 1933 on Application No. 8915.

THE CUYAMACA WATER COMPANY, a Copartnership,

By ED FLETCHER

Manager

Party of the First Part,

ATTEST:

City Clerk of
said City and ex-
officio Clerk of
the Board of Trustees
of said City.

THE CITY OF EAST SAN DIEGO, CALIFORNIA,
a Municipal Corporation,

By _____

President of its Board of Trustees
Party of the Second Part

AYES: Trustees Goldemith, Martin, Sauer

NOES: Trustees None

ABSENT: Trustees Hall, McCurdy

A. Ray Sauer, Jr.
President of the Board of
Trustees of the City of East
San Diego, California.

ATTEST:

Wilbur W. Easton
City Clerk of the City of
East San Diego, California,
and ex officio Clerk of the
Board of Trustees of said City.

(SEAL)

"EXHIBIT C"

IN THE MATTER OF THE PROPOSED
ACQUISITION OF PORTIONS OF THE
CUYAMACA WATER COMPANY'S WATER
DISTRIBUTION SYSTEM IN THE
CITY OF EAST SAN DIEGO.

Res. No. 1150

A Resolution Authorizing the
President of the Board of
Trustees to Sign an Applica-
tion to the Railroad Com-
mission of the State of
California for Authority to
purchase Certain Property of
the Cuyamaca Water Company.

-----oOo-----

WHEREAS, this Board of Trustees has been negotiating for the purchase of certain portions of the Cuyamaca Water Company's water distribution system in the City of East San Diego, California;

AND WHEREAS, Satisfactory terms have been agreed upon and a proposed contract of purchase and sale of the said property has been filed with the Clerk of this Board;

AND WHEREAS, before such sale can be lawfully had it will be necessary to secure the authorization therefor from the Railroad Commission of the State of California;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE CITY OF EAST SAN DIEGO, CALIFORNIA, AS FOLLOWS:

THAT the President of this Board of Trustees, in behalf of this Board, be authorized to sign that certain application to the Railroad Commission of the State of California requesting authorization of the Cuyamaca Water Company to sell the said properties to the City, and requesting authority on the part of the City of East San Diego to purchase the said properties.

Passed and adopted by the Board of Trustees of the City of East San Diego, California, at a regular meeting of the said Board held on the 5th day of April, 1933, and the following vote, to-wit:

C 1914

C O N T R A C T.

.....

(For Purchase and Sale of Water System.)

---oOo---

THIS AGREEMENT, made and entered into at San Diego, California, on this 17th day of November, A.D., 1914, by and between JAMES A MURRAY, of the City of Monterey, California, and ED FLETCHER, of the City of San Diego, California, co-partners doing business under the firm name and style of THE CUYAMACA WATER COMPANY, parties of the first part, and the LA MESA, LEMON GROVE & SPRING VALLEY IRRIGATION DISTRICT, a public corporation, duly organized and existing under and by virtue of the laws of the State of California, party of the second part.

W I T N E S S E T H:

That WHEREAS, the parties of the first part are the owners of a water system (commonly known the "Cuyamaca Water System), consisting of dams, reservoirs, flumes, pipe lines, pumping plants, lands, rights of way, machinery, buildings, tools, meters, claims to water rights, etc., etc., used by them in the collection, impounding, distribution and sale of the waters of the San Diego River and branches thereof in the County of San Diego and State of California, which said properties are more particularly described in the schedule thereof attached hereto, marked "Schedule of Cuyamaca Water System of Murray & Fletcher", and by reference thereto made a part of this contract;

And WHEREAS, a portion of the lands within the said irrigation district are now being supplied with water from the said Cuyamaca water system, and all of the lands within the said district are susceptible of irrigation with the waters from the said San Diego River upon which the said water system is situated;

And, WHEREAS, the parties of the first part are desirous of selling their said properties to the party of the second part, and the party of the second part is desirous of purchasing the same from the parties of the first part, all upon the terms and conditions, and for the consideration hereinafter mentioned;

N O W T H E R E F O R E.

For and in consideration of the premises, and of the covenants and agreements hereby entered into and agreed to be kept and performed, the parties hereto hereby agree as follows, to-wit:

FIRST. The parties of the first part hereby agree to sell to the party of the second part, and the party of the second part hereby agrees to purchase from the parties of the first part, all of the properties mentioned and described in the schedule thereof hereto attached

SECOND. The purchase and sale price of the said properties is to be such sum as the Railroad Commission of the State of California shall determine is the value thereof upon an application to be made to the said commission for that purpose by both parties hereto immediately upon the

execution and approval of this contract as hereinafter provided. It is agreed and understood that the decision of the said Commission shall be final and binding upon both parties hereto, and that neither party shall have the right to appeal therefrom or to have a review thereof, and it is further stipulated and agreed that the hearing upon the said application to fix the value of the said properties shall not be had earlier than January 15th, 1915.

THIRD.

Upon the rendition of the decision of the said Railroad Commission fixing the value of the said properties, the party of the second part is to cause to be advertised for sale in accordance with the requirements of the law, six percent, (6%) bonds of the said La Mesa, Lemon Grove & Spring Valley Irrigation District in such amount that the face of the said bonds and the accrued interest thereon to the date of such sale shall equal the value of the said properties as fixed by the said Commission, and upon such sale the parties of the first part agree to bid par and accrued interest for the said amount of the said bonds and to purchase the same at the said price if their said bid should be accepted; and the party of the second part agrees that it will sell the said amount of bonds at said sale, and that immediately upon the payment for the same it will pay to the parties of the first part the purchase price of the said properties upon the delivery to it of the proper instruments of transfer accompanied by the evidence of ownership hereinafter provided.

The party of the second part agrees to furnish the parties of the first part at its own cost and expense the opinion of attorneys Dillon, Thompson & Clay, of New York, that the said bonds are valid and enforceable obligations of the said district before the parties of the first part shall be required to accept or pay for the same or to transfer the said properties. In the event, however, that the said attorneys should find that there are any irregularities in the issuance or execution of the said bonds, or in the proceedings leading up to the same which can be corrected, the party of the second part is to have the opportunity of legalizing the same by proper proceedings, but the parties of the first part shall not be bound to accept or pay for said bonds unless all irregularities and defects are cured before November 1st, 1915.

FOURTH. The parties of the first part agree to furnish at their own cost and expense and to the party of the second part, sufficient certificates of title showing good title to all the lands hereby agreed to be sold, except rights of way, subject, however, to any rights of way or franchises which may now be attached to the same.

FIFTH. The parties of the first part represent to the party of the second part that there are no outstanding water contracts, or contracts to rent, sell, supply, or distribute water, except those contracts and obligations to furnish water which were incurred by the San Diego Flume Company prior to the purchase of the said system by the parties of the first part herein; except also, those instances where obligations have been incurred to furnish water for domestic use in compliance with the orders of the Railroad Commission, and except also that certain lease made and entered into on the 19th day of October, 1914, by and between the parties of the first part herein and the City of San Diego, California, wherein and whereby the said city was rented for

One year from the date of the said lease the right to use such portion of the flume, pipe lines, and other water carrying facilities of the said lessors as may be necessary or convenient to carry any waters pumped into the said flume by the said city from the San Diego River. And it is further agreed by the parties of the first part that they will not hereafter, without the written consent of the party of the second part, make any leases or contracts upon any of the properties hereby agreed to be purchased which shall not terminate upon the transfer of the said properties to the party of the second part herein provided to be made, or incur any new obligations to furnish water which shall not so terminate except such as authorized and ordered by the Railroad Commission of the State of California.

SIXTH. The parties of the first part further agree that they will not, without the written consent of the party of the second part, hereafter and prior to the fixing of the valuation of the said properties by the said Railroad Commission as aforesaid, make any new or additional expenditures upon the said system except such as may be necessary to keep the same in order and repair.

SEVENTH. It is also understood and agreed that prior to the sale of said bonds by said second party, and prior to the transfer to the party of the second part of the properties hereby agreed to be sold and purchased, that the exterior boundaries of the said La Mesa, Lemon Grove and Spring Valley Irrigation District shall be by proper legal proceedings to be hereafter taken so changed that there shall be included within the said district the lands specifically mentioned and described in the schedule thereof attached hereto, marked "Lands to be Included in District", and made a part hereof, and all of the parties hereto agree to do all that may be necessary or required of them respectively in order that the said boundaries may be so changed, and the said parties of the first part shall be under no obligation to purchase said bonds or to convey the said properties unless and until the said boundaries shall have been so changed and the said lands so included as aforesaid.

EIGHTH. This property, water, system, franchises, easements, et cetera, are sold subject to all water right contracts or contracts to rent, sell, supply or distribute water hitherto made by the San Diego Flume Company (formerly the owner of the said water system), whether such contracts refer to water already furnished, or hereafter to be furnished. And the said parties of the first part herein hereby assign, convey, and set over to the party of the second part all their right, title, claim, interest or estate in or to such contracts and all of them, and substitutes and places the party of the second part in the place and stead of the said San Diego Flume Company in or to such water right contracts, and assign, transfer and set over to the second party all liens, or claims of lien, and all other means provided for the enforcement of said contracts which the parties of the first part may have, and the second party hereby assumes and agrees to perform all such contracts to the same extent and in the same manner as the parties of the first part or the said San Diego Flume Company are now bound to perform the same; provided, however, that such assignment and transfer shall in no way affect the right of the grantors herein to enforce all equitable or legal remedies to compel payment of any balance due or unpaid for water rentals for water furnished to the date of the transfer of the properties to the party of the second part, or for the amount agreed to be paid for the water rights specified in such contracts.

NINTH. It is the intent of this agreement that the properties described in the schedule attached hereto are all of the properties of the parties of the first part necessary or desirable by the party of the second part for its use in conserving and utilizing all of the waters of the said San Diego River, and that in the event the Railroad Commission of the State of California should determine that other property now owned by the parties of the first part is necessary or desirable for such use, then the same shall be deemed included in this agreement of purchase and sale with the same effect as though the said property had been specifically mentioned and described in the said schedule; but it is agreed that at Cuyamaca dam no lands will be required except those which would be flooded by the reservoir filled to the present height of the dam and a margin as per schedule.

TENTH. It is further agreed that the party of the second part is to be entitled to a transfer to it of the said properties upon the compliance by it of all of the covenants in this contract by it agreed to be kept and performed. In the event, however, that the party of the second part should fail to fully perform all of the said covenants prior to June 1st, 1915, then from and after the said date the party of the second part is to pay to the parties of the first part six per cent. (6%) interest per annum on the amount fixed by the said Railroad Commission as the value of the said properties, and the parties of the first part are to pay to the party of the second part the net income from the said system from and after the said date. The parties of the first part shall, however, be under no obligation to transfer the said properties to the party of the second part unless the party of the second part shall have fully and fairly kept and performed all of the said covenants prior to January 1st, 1916, and it is hereby agreed that time is of the essence of this contract.

ELEVENTH. It is further understood and agreed that this contract is made subject to the approval of the Railroad Commission and the Engineering Department of the State of California, the parties hereto to make joint application for such approval immediately upon the execution of this contract; and it is also further agreed that in any hearing before the said Railroad Commission of the said Engineering Department upon any matters provided herein to be submitted to them respectively for decision, each party shall pay the expenses incurred by them respectively, but that any expenses incurred by the said Railroad Commission shall be paid jointly by the parties hereto, share and share alike.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names, the parties of the first part by subscribing their names, and the party of the second part by its President and Secretary pursuant to a resolution of its Board of Directors authorizing such execution passed and adopted at a meeting of said Board held the 16th day of November, 1914.

Parties of the First Part.

THE LA MESA, LEMON GROVE AND
SPRING VALLEY IRRIGATION DISTRICT.

By Charles Samson
Its President

By G. K. Brink
Its Secretary.

I hereby approve the form of the foregoing contract this 16th
day of November, 1914.

Edgar A. Luce

Attorney for the La Mesa, Lemon
Grove and Spring Valley Irrigation
District.

AN ORDINANCE AUTHORIZING AND DIRECTING A SETTLEMENT
OF ALL EXISTING DIFFERENCES BETWEEN THE CITY OF
SAN DIEGO AND THE LA MESA, LEMON GROVE AND
SPRING VALLEY IRRIGATION DISTRICT.

BE IT ORDAINED by the Common Council of the City of San Diego,
as follows:

Sec. 1. The City Council is authorized and directed to enter
into a contract with the La Mesa, Lemon Grove and Spring Valley Irrigation
District, as soon as the said Irrigation District agrees thereto, in
words and figures, as follows:

CONTRACT:

THIS AGREEMENT made between the City of San Diego, PARTY OF THE
FIRST PART, and the LA MESA, LEMON GROVE and SPRING VALLEY
IRRIGATION DISTRICT, the PARTY OF THE SECOND PART,

W I T N E S S E T H :

The parties hereto, for the purpose of making a complete
settlement and compromise of all differences heretofore existing
between them respecting the waters of the San Diego River, and the
use thereof, - DO AGREE AS FOLLOWS:

FIRST: The PARTY OF THE SECOND PART, in consideration of the
sum of _____ Dollars to sell and convey to the
PARTY OF THE FIRST PART all its lands, holdings and water system,
including:

(a) The lands at El Capitan Dam Site being:

(b) The Cuyamaca Dam and Reservoir lands being:

(c) The Murray Dam and Reservoir Site, being:

(d) Lands in Mission Gorge Reservoir Site No. 2, being:

(e) The El Monte Pumping Plant and Lands, being:

(f) The Fletcher Dam and Reservoir Site, being:

(g) All SECOND PARTY'S flume pipe lines and other property,
both real and personal, used in the delivery of water including
the lands and diversion works on the San Diego River and its rights
of way across Government and other lands;

SECOND: THE PARTY OF THE FIRST PART agrees to pay the aforesaid
sum, as soon as bonds can be sold for that purpose and FIRST PARTY
further agrees to take over said water systems and to supply water
to the lands in the Irrigation District to the extent of not to
exceed _____ gallons, annually,
for irrigation purposes and not to exceed _____
gallons annually, for domestic purposes to the extent that the same
may be supplied by the use of the systems thus taken over, and the
Reservoir at El Capitan, if built, and such additions, alterations,
betterments and repairs, as may be furnished by SECOND PARTY, -

Provided, however, that should FIRST PARTY use the pipe lines, flumes and pumps for the supplying of water to any part of the City of San Diego, then FIRST PARTY will pay its part of the repair and up-keep of said pipe lines, flumes and pumps proportioned to the water so used in said city. Provided, further, that should, at any time, by reason of drouth, FIRST PARTY be obliged to restrict irrigation or domestic use in such city, then the same restrictions and curtailment of supply may be made as to deliveries of water in said District.

THIRD: For such delivery of water to said District, SECOND PARTY will pay or cause to be paid, FIRST PARTY for irrigation water _____ cents per thousand gallons, and for domestic water the same price as is charged for the same service in the City of San Diego. Provided, however, that, if after fifteen years either party hereto should think the rate for irrigation unjust or inequitable, upon demand of either party the matter shall be submitted to the Board of Railroad Commissioner of the State of California for arbitration and this agreement hereby authorizes said Board upon the demand of either party hereto, to investigate and find and declare what is a fair and equitable rate after fifteen years; the rate so found by the said Board shall be deemed written into this agreement in lieu of the rate herein fixed. Said rate may be again fixed by said Board on the demand of either party, after five years interval.

FOURTH: This Agreement shall be binding only after it shall be ratified by vote of the electors of the City of San Diego, and shall have been ratified by the Legislature of the State of California, - Provided, that prior to such ratification the City of San Diego may take possession of said lands at Capitan Dam and Reservoir Site and of said Murray Dam and Reservoir Site and of said land at Mission Gorge Site No. 2, and proceed to use the same and the payment of the aforesaid sum of _____ Dollars shall be made as hereinabove agreed and should this agreement fail of ratification, as above specified, then the said sums shall be

deemed full payment for said three parcels of land, and the same shall be conveyed by SECOND PARTY to FIRST PARTY, accordingly.

PROVIDED, further, that until such time as the City of San Diego shall have constructed a dam on the San Diego River, at or above El Capitan No. 2 Dam Site, all the herein described property, except the lands in the Mission Gorge No. 2 dam site, the El Capitan Dam Site and the Murray Dam and Reservoir Site shall remain in the possession and control of the PARTY OF THE SECOND PART and the SECOND PARTY shall continue to operate the same for its own benefit and at its own cost as at present, and the PARTY OF THE SECOND PART agrees to join with FIRST PARTY in extension of rights desires from the Government of the United States, to the end that the PARTY OF THE FIRST PART shall have a free hand in the development of the San Diego River Water resources the said FIRST PARTY being obligated to take over SECOND PARTY'S system and make the deliveries herein provided for when it has constructed the dam at El Capitan, or at some other location which will interfere with or endanger the supply which SECOND PARTY now receives through its present system.

*water supply same as is and not to
be required*

Ed Fletcher Papers

1870-1955

MSS.81

Box: 63 Folder: 3

**Business Records - Water Companies -
Cuyamaca Water Company - Sale of System
- Miscellaneous contract re sale of system**



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