

March 9, 1918.

Mr. J. A. Thomason,
President Spring Valley Improvement Club,
La Mesa, Calif.

My dear Mr. Thomason:

Enclosed find copy of resolution
for the records of the Improvement Club, which was
sent to the Public Lands Committee of the Senate
and the House. Kindly let me know who the three
members of the committee are that you have appointed
for the coming conference.

With kind regards, and thanking you very much for
your friendly attitude,

Very sincerely yours,

F-S

May 10, 1916

[REDACTED]

Mr. J. C. Hester,
La Mesa, Cal.

Dear Sir:-

The following list shows our record of the consumers in Spring Valley and the amount of water each is entitled to:

Robert E. Agnew	.25	inches.
H. Albright	7.95	"
W. M. Alderson	1.00	"
G. Bancroft	9.00	"
Mrs. Mary Campbell	.50	"
J. W. Harlan	2.00	"
W. B. Hill	1.00	"
Edna E. Carpenter	.25	"
J. T. Mardock	1.00	"
Mrs. P. T. Merritt	.25	"
C. N. Page	.50	"
Mrs. I. A. Shedaker	1.00	"
Spring Valley School District	.05	"
W. T. Riley	.50	"
J. M. C. Warren	1.00	"
Weatherbie & Rice	.25	"
Total	26.50	" ✓

Of the above consumers Robert E. Agnew owes us \$11.60; Mrs. Edna E. Carpenter, \$2.90; and W. T. Riley, \$5.80. This will reduce the total of 26.50 inches by one inch. Each inch is equivalent to 1728 cu. ft. each 24 hours.

Very truly yours,

CUYAMACA WATER CO.
 FILE No. 83
 DO NOT REMOVE
 ANY LETTER
 FROM THIS FILE.

Assistant Manager.

FHF:K

HAWLEY HEIGHTS

[this copy w/ MARCH, 1922
comes re LA MESA
PIPELINE]

BLOCK

Lot

1 Reserved

2 \$ 650

3 650

~~4 1100~~ *by deed*

5 ~~1100~~

A portion lot 6 sold to David Wood 1000

A portion lot 7 sold to David Wood 900

8 900

9 900

10 1000

11 1000

12 900

13 Reserved

14 900

15 800

16 800

17 750

18 800

19 800

20 900

21 1100

22 900

23 800.

24 800

25



City Shares Water

By GEORGE B. BOWERS

Los Angeles Times, Farm and Garden Magazine

CONSTRUCTION of a new dam by a city usually is looked upon by farmers as just another blow to agriculture, but El Capitan Dam, now nearing completion on the San Diego River, about twenty-four miles northeast of San Diego, California, is an exception. While the water to be stored behind it will undoubtedly aid in the future growth of San Diego, the greater benefit will accrue to La Mesa Lemon Grove Irrigation District, covering an area of 22,000 acres on the eastern boundary of the city and within which lie the towns of El Cajon, Bostonia, La Mesa, Lakeside, Santee, Grossmont, Suncrest and Lemon Grove, surrounded by groves of avocados, oranges and lemons. The acreage capable of intensive

interests deprived of water rights through the court decree, were able to reach an agreement which gave the latter 10,000 acre-feet annually from any water stored behind El Capitan Dam. Since the annual safe yield is but 13,000 acre-feet, the irrigation district appears to have received most generous treatment from the city.

With the weight of worry removed, the area within the irrigation district is going ahead again. Eighty-five new homes are under construction in the territory, it is reported and many of these are on small farms. Interest in subdivision of acreage into acre and two-acre farmlets is keen.

At first thought, the action of the city authorities might appear overly magnanimous, but in fact it was not. Already many within the irrigation district are asking annexation to San Diego. They argue that since they already have paved streets and highways, gas, electricity, schools and other conveniences, their communities should become a part of the metropolitan

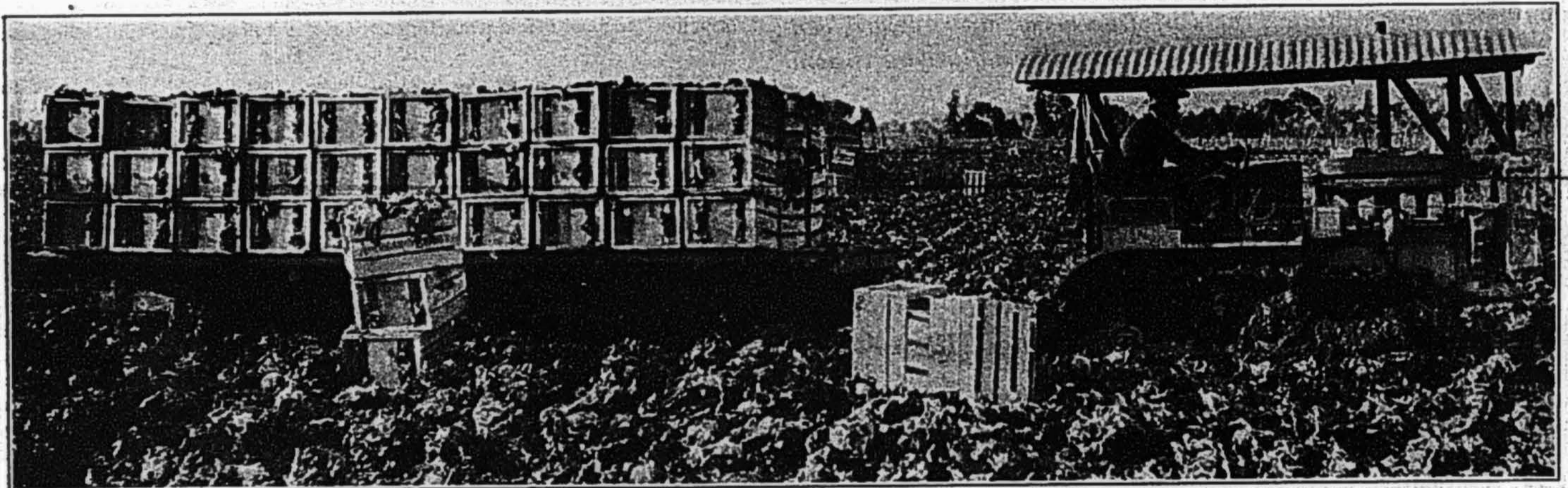
Salt River Valley Head Lettuce on Its Way to Consumers

Navajo and Apache Counties, Arizona

FROM the Holbrook Tribune News: "A trip through the farming communities of Navajo and Apache counties brings the impression that farmers and ranchers are happier now than they have been for some time. Fairly good prices have been obtained from farm crops while the cattlemen and wool growers have done very well.

"Crops in several instances have been larger than in the previous season, and in a majority of these instances the farmer could have sold more than he had raised. Beans proved a fairly good crop.

"The Round Valley section of Apache County especially is adapted to the growing of potatoes which always are marketable in this section. Lettuce is another good crop which has grown remarkably well in this altitude."



development within the area has heretofore been limited because of an indefinite and uncertain water supply, but that condition is to be remedied soon.

When the Spanish pioneers laid out San Diego, their government reserved to them for perpetual use of the settlers all the waters of the San Diego River. Notwithstanding this reservation, irrigation districts and towns outside of the old pueblo grant proceeded to appropriate the water, and not until 1912 did the city authorities file a protest. Of course, no responsible authority ever thought of taking the water away from those using it. That would have meant the abandonment of several prosperous towns and the end of all farming requiring irrigation; nevertheless, no common ground for an agreement could be found.

Finally, after years of litigation, which brought wide publicity unfavorable to both the city and district, the court decreed that the city of San Diego, because of the old Spanish grant, still had the paramount right to all the water. This was disastrous for those communities built upon water resources to which they had no legal right. Property values dropped over-night. Many farmers prepared to abandon their fields and groves, or to return to dry farming of pre-irrigation days.

In 1931, the city and the irrigation district, within which lie the towns and agricultural

district, farms and all. This plan is looked upon with favor by many city residents as well.

The El Capitan Dam, reservoir, and delivery system will cost about \$5,266,000. The dam is a hydraulic fill and rock embankment type and will create an artificial lake covering 1,580 acres and containing 118,000 acre-feet. This lake will be eight miles long and have a varied width of from 1,500 feet to two miles.

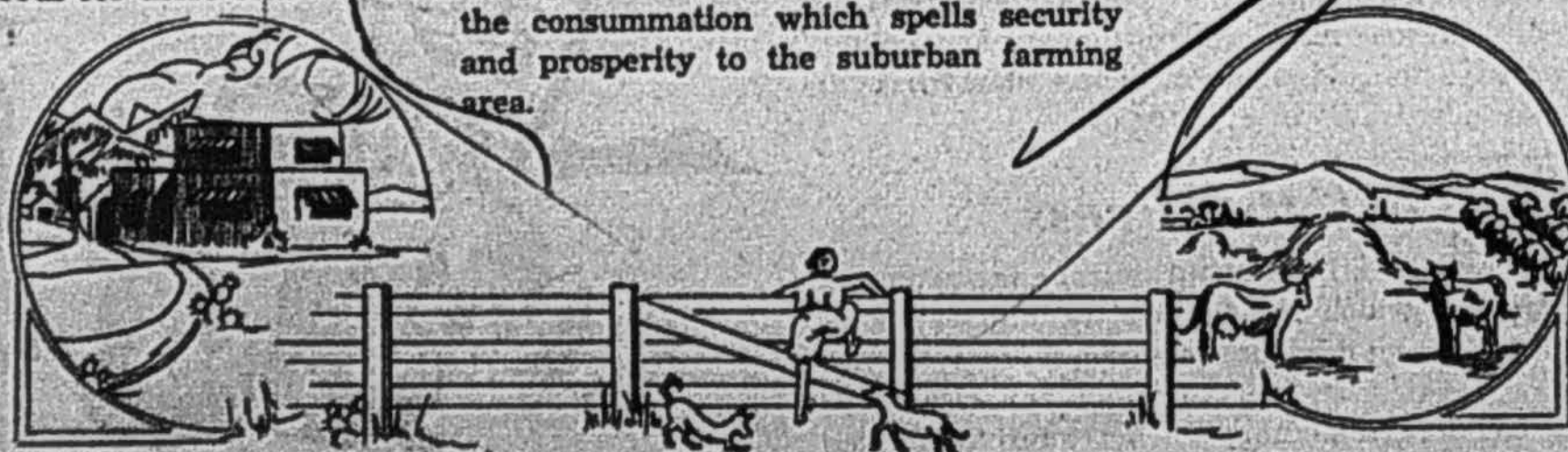
The construction of the dam is under the immediate supervision of its designer, H. N. Savage, a hydraulic engineer of national reputation. He states that the structure is now about 70 per cent complete, although the contractor has till October 31, 1934, to finish.

No account of La Mesa Lemon Grove irrigation project would be complete without mention of Colonel Ed Fletcher, well-known land developer, who guided the destinies of the district through the fifteen years of fighting which ended so happily. He is given credit for having played the leading part in bringing about the consummation which spells security and prosperity to the suburban farming area.

They're Here Again

ABOUT two thousand sheep, guarded by picturesque herders and held within desired bounds by dogs possessed of almost human intelligence, are grazing on the green Monterey Hills at the eastern edge of Los Angeles. There are two camps and two flocks, one on each side of Atlantic Boulevard, and they attract the attention of persons in passing automobiles. They are a novelty so near the metropolis, although not many decades ago hordes of them, as well as great herds of cattle, roamed the heights and vales now occupied by the city. Some of the more crooked streets are even said to have been started by their trails in the pueblo days.

These flocks on leased pasture along Atlantic Boulevard belong to Jauregui Martin of Ventura, who purchased them last winter in Ventura, and until recently held them at Seal Beach. There are several hundred lambs among them and many more expected, which will be served on local tables in due time. The shearing season is just beginning and the fleece will also be disposed of here. At the prevalent low prices of meat and wool, the owner does not figure on much of a profit margin, but, like everybody else, he looks confidently ahead to better times.



Better Opportunities

Await You in the
Salt River Valley
of Arizona

Do Your Part and
Success Is Certain

Nature has provided here a soil without an equal in the country. The United States Government has built the great Roosevelt Dam to store the water necessary to make the land fruitful; also a splendid canal system to distribute the stored water over the valley.

Ice and snow are unknown in the Salt River Valley and winter days are days of sunshine. Every month in the year is a growing month.

The range of crops includes everything raised in the United States. Fruits, vegetables, grains and cotton yield in abundance. Alfalfa is a sure money-maker. Conditions are very favorable for dairying and poultry raising.

Now is the time to investigate the Salt River Valley's golden opportunities. Tracts of five acres and upward can be acquired at prices and terms that will enable you to win success.

Let us mail you our Arizona folder. It describes in detail what the Salt River Valley has to offer.

C. L. Seagraves

General Colonization Agent, A. T. & S. F. Ry.,
967 Railway Exchange, Chicago, Ill.

Regular Money in Weeds

[Associated Press Report, St. Louis]

IF the cultivated crops on a farm—the corn, oats and wheat—won't pay the farmer a living, maybe the uncultivated "weeds" will do it.

During the last few years of extremely low farm prices, numerous Missouri farmers have helped support themselves by harvesting leaves and roots of plants growing wild in their fields, and selling them in St. Louis, chief American market for such products.

Indian "medicine men" and "yarb doctors" still make long trips to St. Louis to purchase ingredients for their remedies. Large quantities also are sold by St. Louis commission merchants to druggists and drug concerns.

One root and herb broker, operating a business founded by his father nearly a century ago, issues a price list of almost 100 herbs, roots and barks that he will buy.

The tender tops and leaves of skullcap, a herb that grows wild all over Missouri, brings 6 cents a pound. The leaves of jimson weed, regarded as a pest, are worth 5 cents a pound. Goldenseal root, another common plant, has rootlets worth on the present market about 65 cents a pound.

Roots of mandrake, better known as mayapple, bring about 6 cents a pound.

Slippery elm brings 6 cents a pound in 4-foot slabs free from bark. Burdock is worth 4 cents a pound, and even the roots of the despised dandelion bring 8 cents.

Most valuable of the roots ordinarily handled is the wild ginseng, highly regarded in China as the ingredient of a tea supposed to possess health-giving qualities and the ability to prolong life. Ginseng roots are worth about \$7 a pound.

A St. Louis commission merchant says the old-time "medicine show" has far from disappeared, even though it may now travel in a motor car.

"Arizonology" off the Press

SOMETHING entirely new in the way of a book about Arizona is announced by the Coconino Sun of Flagstaff, which is handling the publication of "Arizonology," by Elwood Lloyd, IV, typified as containing a handy knowledge of the state.

In this reference work Mr. Lloyd has done something not heretofore attempted

THE SANTA FE CUTS FARES TO California

Arizona, New Mexico, Texas
and other western states—and also
abolishes surcharge in Pullmans.

EXAMPLE: Long limit first class fare, Chicago-Los Angeles, San Francisco or San Diego and return, cut from \$143.78 to \$111.00; Round trip Pullman lower between same points, from \$47.26 to \$31.50.

SAVING, ONE ROUND TRIP, \$48.54.

One way coach fare
from Chicago to Los Angeles . . . \$34.50
from Kansas City to Los Angeles . . . 27.00
from Denver to Los Angeles . . . 20.00

Same low fare returning

For details and picture folders, ask

E. J. SHAKESHAFT
General Passenger Agent, A. T. & S. F. Ry.
Santa Fe General Office Bldg., Topeka, Kans.

in Arizona, and brought together much interesting and unusual information in a form which makes for easy and quick finding.

All names shown on recent maps of the state are listed in alphabetical order. The list includes counties, cities, towns, communities, rivers, mountains, Indian reservations, national monuments, forests, parks and many interesting allied subjects.

After each name is given the location, history, meaning or derivation of the name, characteristics and industries, and many other pertinent facts. Where the names are of other than American extraction, the pronunciations are given.

Mr. Lloyd, nationally known writer, has been spending the summer in Flagstaff, intensively working upon the compilation of the information embodied in the book. It is expected that the completed work will be ready for public release sometime during November.

Bats Eat Many Insects

EVEN if it didn't have the Alamo, San Antonio would be famous as the only city in the world with a municipal bat roost, notes a writer in the Detroit News. Since it towers 73 feet in the air, and has to be cleaned occasionally, life isn't all cakes and ale for the bat boy. The only reason bats are officially welcomed to this progressive Texas municipality is that they rid the summer air of mosquitoes and night-flying insects. Less forward-looking communities in that section calculate as how they'd as leave have mosquitoes and night-flying insects as bats.

It has been scientifically estimated that a good Mexican free-tailed bat can eat three times his own weight in insects in one night.



Question: On the city of San Diego...

Why You Should Vote the Bonds

Question: ...

Answer: The amount...

The city of San Diego...

Issued by the La Mesa Chamber of Commerce

Question: ...

Answer: We are...

Mr. Bellows: It is...

Mr. Sullivan: It...

Answer: The...

Answer: The...

Question: ...

Answer: The...

Question: ...

Answer: The...

Question: ...

Answer: The...

Answer: M. O'Connell...

The...

NOV 5 1924

Question: Can the city of San Diego acquire the El Capitan Dam site by condemnation if the district buys the Cuyamaca Water Co.?

Answer: No. City Attorney Higgins is officially on record to that effect. Upon acquiring the Cuyamaca Water Co. the district, which is a public agency, will own El Capitan Dam site, and stand upon an equality with the city. One public agency cannot condemn property belonging to another public agency.

Question: Of what importance is the El Capitan site?

Answer: The stenographic notes taken at a San Diego Chamber of Commerce meeting, Monday, October 27th, quoted City Councilman Fred Heilbron as follows:

"The El Capitan Dam site is the key to the San Diego River, and when we build a dam there and at San Vicente we control every drop of water that flows down it.

"The city of San Diego proposes to hold this key and they will dictate to the La Mesa, Lemon Grove Irrigation District as to any waters the city may decide to let them have, instead of the district holding this key and dictating to the city."

Question: If the city should acquire El Capitan Dam site, what assurance has this community of being served by the city?

Answer: We can answer this by quoting statements of San Diego citizens who favor the city owning and building El Capitan Dam. From stenographic notes of a meeting of the directors of the San Diego Chamber of Commerce, Monday, October 27th, 1924.

Mr. Belcher: "It is assuming something that may not be correct to say that those who are using the waters on the river below El Capitan have the rights to these waters. I believe that the city of San Diego should be the ones to dictate as to how much water those people should have or not have. The creation of the greatest value in this community is by the use of domestic waters. We perhaps could permit a certain amount of those waters to be used for irrigation purposes until the higher use is created, but when the higher use is created, that use of domestic water by the people who want to come here to live, then we should be in a position to give it to them."

Mr. Sullivan: "If we are going to have a big city in San Diego we are certainly entitled to all the water from the stream that runs through our city * * * It should be of little concern to the business men of San Diego as to the future growth of a place like El Cajon. I would say that if the city of San Diego needs water from the San Diego River, even if it throttles entirely the further growth of El Cajon and other points in the back country, the city should take that water."

Please compare Mr. Sullivan's statement with what he has been telling us locally.

Question: What is the attitude of the representative men of the city towards the purchase of the Cuyamaca System by the district?

Answer: The Water Committee of the San Diego Chamber of Commerce, the Citizens' Water Com-

mittee of fifty created by Mayor John Bacon, and the Board of Directors of the San Diego Chamber of Commerce, have all approved by formal vote, the district's purchase of the Cuyamaca System, and have expressed a willingness to enter into an agreement with the directors of the district whereby the rights of the district to build Fletcher Dam and to fully develop the pumping possibilities of El Monte sands will be respected.

The City Council, with their rule or ruin policy, say hands off. We will take care of you if and when you come into the city and pay city taxes. The irrigation rate inside the city limits of San Diego today is 20 cents a thousand gallons.

Question: If the bonds are voted, can they be sold?

Answer: The Water Company has agreed to take bonds in full payment for the purchase of the Cuyamaca System. A representative of the Bank of Italy stated recently to the district board that not only will these bonds sell at a premium at the proper time, but that his bank would gladly take them at a premium right now if they were now available.

Question: What is the value of the physical properties being turned over by the Cuyamaca Water Company to the District?

Answer: The official records show the original cost of the physical properties alone to be in excess of two and a half million dollars, without any value for water rights.

Question: What is the status of the water rights of the Cuyamaca Company which will be transferred to the District?

Answer: The water rights of the Cuyamaca Company are those granted under and by virtue of the laws of the State of California. The earliest water filings were in 1883-4, and the Company have been in undisturbed possession for over forty years, as regards the gravity supply, and for nearly twenty years as regards its pumping rights.

James M. Oliver, attorney for the state superintendent of banks, at Thursday night's meeting stated:

"The activities of the bond certification commission are clearly set forth in the irrigation district act. Under the heading, 'Bond Certification Commission,' the law clearly states what the commission must do and under Section 2 of said act states as follows: 'Sec. 2.—Such commission upon the receipt of a certified copy of such resolution (from the board of directors of the district) shall, without delay, make or cause to be made an investigation of the affairs of the district and report in writing upon such matters as it may seem essential, particularly upon the following points: (a) The supply of water available for the project and the right of the district to so much water as may be needed.' You can see from this that the first and most important point which the commission must decide upon is the water supply of the district. I was instructed by the bond commission to study the situation on the San Diego river, particularly in reference to the status of the suit of the city of San Diego, claiming paramount rights to the waters of the San Diego river. I did as instructed and made

a careful study of the situation and was convinced and am now convinced that the city of San Diego has no basis for the claims it makes. I so reported to the bond certification commission, who also made investigations independent of mine and arrived at the same conclusion. The bond certification commission is composed of the attorney general of the state, U. S. Webb; the state superintendent of banks, J. F. Johnson, and the state engineer, W. F. McClure. Do you suppose for one moment that wise old state engineer, McClure, with his years of experience with water supply and irrigation districts, that hard-headed business man and banker, J. F. Johnson, state superintendent of banks, and foxy old Attorney General U. S. Webb, with his broad experience, do you suppose for one moment that these men with their wide knowledge of these matters would permit this La Mesa irrigation district to go forward with this proposition to vote \$2,500,000 in bonds unless they were sure and satisfied in their own minds that the basis upon which the district proposed to operate was sound, and that the district did have an adequate and sufficient water supply and the right to use it? To a certainty they would not, and I can assure you of this—that they would not consider such a proposition for a moment unless they were sure of their position."

Mr. Oliver concluded his remarks by saying that undoubtedly the district would find itself in a very strong position, much stronger than any private interest could hope to be on the San Diego river, if the district bought the Cuyamaca system.

Question: What is the comparison of bond indebtedness of the different irrigation districts in San Diego County?

Answer: The Vista District in San Diego County has recently voted unanimously a bond issue of \$1,700,000. It comprises 13,000 acres. The cost per acre of the distribution system alone is \$130.00 per acre. They are acquiring no water rights; neither do they acquire any interest in any of the physical property of the Water Company, but pay \$18.00 per acre per annum for the use of the water for twenty-five years from the private water company, and do not know what they will have to pay at the expiration of that period for their future supply.

The San Dieguito Irrigation District of 3,000 acres have voted \$140.00 an acre bonds for a distribution system alone. They are acquiring no water rights; neither do they acquire any interest in any of the physical property of the water company, but pay \$15.00 per acre per annum for the use of the water for twenty-five years from the private water company, and do not know what they will have to pay at the expiration of that period for their future supply.

The La Mesa Irrigation District is voting 20 to 40 year bonds, paying \$115 per acre only, but in addition to getting its distribution system, is acquiring in perpetuity the ownership to sufficient water to irrigate 22,000 acres free of any additional cost, as certified to by the state engineer of California, the attorney general of California, and the state superintendent of banks.

Question: Will the profits accruing from the Cuyamaca System in future sales of water be used toward the payment of interest on the bonds issued by the District in the purchase and development of

the System, and approximately what profit can be expected?

Answer: By a sworn affidavit of Ed Fletcher, Manager, and Lou B. Mathews, Secretary of the Cuyamaca Water Company, on October 27, 1924, the gross receipts of the Cuyamaca Water Company for the year 1924 will be approximately \$170,000; the net profits above operating expenses, \$80,000 to \$90,000. This money can be used by the District directors toward paying the interest on the bonds. The official records with the State Railroad Commission of California show that the increase in net profits of the Cuyamaca Water Company for the last four years is from twenty to thirty per cent annually. There is every reason to believe if the Cuyamaca System is purchased, that with the continued increase for the next five years there will be sufficient revenue from the sale of water by the District to take care of all the interest charges, with no payments on principal for 20 years. By that time we have a right to assume that this section will be residential, owing to the rapid growth East from San Diego and the payment of one-twentieth of the principal each year at that time will be no burden. Possibly we will be in the city.

Question: If the District does not buy the Cuyamaca System what is the possible future disposition of the System by its owners?

Answer: It is common knowledge that the City Council of San Diego and a number of the City's most prominent citizens, including John D. Spreckels, are in favor of the immediate purchase of the Cuyamaca System by the City. It is common knowledge that the owners of the Cuyamaca System have applied for and the State Railroad Commission of California have officially approved, the sale within the next few months of the Cuyamaca System to a new corporation for the sum of \$1,500,000—\$750,000 in bonds and \$750,000 in stock. This means higher rates for water and higher price for the system when it is sold.

Please take note of the unanimous action of the Board of Directors of the Chamber of Commerce on the 23rd of October, as follows; also the unanimous action of the following bodies: The City Council of El Cajon, the City Council of La Mesa, the Board of Directors of the District, the La Mesa Chamber of Commerce, the La Mesa Woman's Club, and the San Diego Chamber of Commerce. These and over fifty of the most responsible citizens of El Cajon Valley have recently urged the District to vote the bonds, while 3800 acres of irrigated lands in El Cajon Valley from the Cuyamaca System and the city trustees of the City of El Cajon have signed an agreement to become a part of the La Mesa Irrigation District at the earliest possible date.

RESOLUTION

WHEREAS, The La Mesa, Spring Valley and Lemon Grove Irrigation District have an option to purchase the Cuyamaca System, and the date for said election is set for November 7th, 1924, and,

WHEREAS, That section has been supplied with water from the Cuyamaca System for the last forty years or more, and

WHEREAS, It is the only practical source of supply for said district, and,

WHEREAS, It is the desire of the San Diego

Chamber of Commerce to co-operate with said district in settling this water problem for the best interests of the district and the city of San Diego;

THEREFORE, The Board of Directors of the San Diego Chamber of Commerce, in session this 23d day of October, 1924, heartily endorse the purchase of the Cuyamaca System by the said district and pledge our support to a compromise fair to all parties in interest which will stop endless litigation and allow the City and the District both to secure their fair share of the waters of the San Diego River.

Board of Directors,

SAN DIEGO CHAMBER OF COMMERCE,

By Geo. L. Mayne, President.

John L. Fox, Sec'y.

With hardly a dissenting property owner in El Cajon Valley, served by the water company, they are in favor of becoming a part of the district, and there is more acreage desiring to come into the district than there is water. The state engineer of California has limited the size of the district to 22,000 acres.

Question: How many acres of land have applied to the district directors to withdraw from the district?

Answer: Approximately 1600 acres. Most of this land is above the gravity flow; 800 acres belongs to Mr. McClurken along the south slope of Mt. Helix, and Mr. Ricker's land is close to Sweetwater dam at the extreme end of the district. The directors have been anxious to have this land withdrawn from the district and include other lands near La Mesa that are not now in the district in their stead, but it was thought advisable by the attorneys not to complicate the situation by changing the boundaries of the district until after the election.

Question: Is the temporary injunction against the election on November 7th still in force?

Answer: No. Judge Andrews on Saturday, November 1st, stated in court that the attorney for the Union Trust Company had put one over on him—that he had no intention of granting even a temporary injunction, and that it was a mistake on the part of the attorney. There will be no further legal obstacles against calling the election on November 7th.

Question: Why is not the district necessarily buying a lawsuit with the city in acquiring the Cuyamaca System?

Answer: For the following reasons. First, the laws of the state of California prevail instead of the laws of the old Spanish throne. Second, if the laws of the old Spanish throne should prevail then the Ex-Mission lands, of which we are a part, own the waters of the San Diego River and not the Presidio of San Diego, as the water development and the Mission itself were built outside the city limits of San Diego and within the boundaries of our lands commonly known as Ex-Mission lands. Third—Practical unanimous changing sentiment among the business men of San Diego. Fourth—Legal decision of the attorney for the state superintendent of banks, the attorney general and the state engineer of Cali-

fornia. It would be well nigh criminal on behalf of the three highest officials in the state of California to certify to the sale of the Cuyamaca System to the district, and the issuance of bonds to be sold to the unsuspecting public, if they in any way questioned the ownership of the waters of the San Diego River, vesting in anyone else but the Cuyamaca Water Company. Fifth—The city attorney has admitted they cannot condemn lands belonging to an irrigation district. We will be in a position to force a compromise with the city if they want El Capitan or Mission Gorge dams No. 3.

Answering some of Mr. Thatcher's mis-statements: Mr. Thatcher states the "acreage within the irrigation district is 13,000 acres."

Answer: The state engineer has approved 22,000 acres, and we have more than that amount of acreage applying to go into the district at the present time. The district directors have the legal right to permit acreage to be withdrawn and include other acreage under the state law, as they see fit.

Mr. Thatcher says the district is being bonded for \$200 an acre, on an average.

Answer: This is untrue. With the 22,000 acres eventually included in the district the average will be \$115 per acre, spread over a period of 40 years, and obviously not \$115 per acre per year, as some misguided people have been given to understand. Such a statement is of course ridiculous.

Mr. Thatcher says Fletcher dam will cost several millions.

Answer: Plans and type of construction have been approved by the state authorities, a definite bid for a multiple arch dam has been secured for less than \$600,000.

Mr. Thatcher says the life of the flume is nil, and that you can punch a hole through it with your finger.

Answer: The hydraulic engineer of the State Railroad Commission under oath last year testified that the life of the flume is indefinite, at least 10 years, with its present rubberoid lining.

Please take notice that Mr. Thatcher's son, Phil Thatcher of El Cajon, has signed the petition urging the La Mesa District voters to buy the Cuyamaca System.

Slogan of La Mesa Chamber of Commerce:

**"WATER AND BACK COUNTY! NO WATER—
NO BACK COUNTRY!"**

Sidelights on Monday Night's Meeting at La Mesa

NOV 5 1924

Statement of Mr. Garfield: "If San Diego needs ~~our water~~ for domestic purposes, La Mesa should willingly give up its irrigation water to San Diego—a brotherly love affair."?

Answer—Why not the District acquire the water now and keep it for irrigation purposes until we need it for domestic supply, thereby building up our own community? This will not only build up the back country but eventually make for a Greater San Diego.

Judge Hendee was hired to come out and make a speech. He owns no property in the district. Who hired him?

Hendee says that a large part of the district water would be needed for domestic purposes in Normal Heights, East San Diego and Kensington Park and for its future growth. The records of the Cuyamaca Water Company show today that not six per cent of the total supply of water present is now being used in that section of East San Diego, Normal Heights and Kensington Park.

Judge Hendee said that the water was contracted to Ed Fletcher at 9 cents a hundred cubic feet, or 12 cents a thousand gallons, and that it was impossible to produce the water for that price for the above territory. The answer is that it will not cost the district to exceed 6 cents a thousand gallons to furnish that water and every drop that is sold will net a handsome profit. The water company has sold over a quarter million dollars of water to the City at 10 cents a thousand gallons in the past at a handsome profit.

The purchase price of the water from the district is 9 cents a hundred cubic feet or 12 cents a thousand gallons, while the sales price of the water to East San Diego is 11 cents a hundred cubic feet or about 14 cents a thousand gallons, a margin of profit of approximately 3 cents a thousand gallons, the water company furnishing over two miles of 20-inch pipe line and paying for its operation, maintenance and depreciation, leaving very little net profit, the district getting the cream.

Judge Hendee states that about two-thirds of the water now being used is outside the boundaries of the present district. With the inclusion of El Cajon Valley and the City of El Cajon as petitioned, approximately 90 per cent of the water now being used will be on irrigation district lands, when the petitions to join the irrigation district from El Cajon Valley and El Cajon are officially acted on.

The Cuyamaca Water Company has contracted to bid a minimum of 95 for the bonds. If there is any higher bid the district gets the benefit, as all bids will be in competition. The Imperial Irrigation District bonds sold two weeks ago at par.

There is no question but what the irrigation district can operate the Cuyamaca System at much less expense than a private corporation, for the following reasons: The district pays no taxes, while

9 per cent of the total cost of maintenance and operation is now being paid by the Cuyamaca Company for taxes alone, this last year's taxes being \$6,407.00.

The additional office expense and cost of keeping records under the laws of the State of California, as required by the State Railroad Commission, for the year 1923 show in excess of \$2,500.00. This amount will be saved, as the district will not be required to go to this expense, as it will not be under the jurisdiction of the Railroad Commission. Several thousand dollars a year will be saved in office salaries, as the directors of the district get only \$6.00 for every meeting. Colonel Fletcher has offered his services free to the district for a period of two years, to assist in the operation of the affairs of the company, if requested by the Board of Directors of the District, while Mr. Harritt, who has been superintendent of the company since 1910, has agreed to continue in the employ of the district.

Superintendent Harriott is authority for the statement that the irrigation district can and will operate the Cuyamaca System for 30 per cent less than the Cuyamaca System is now being operated as a public utility.

From January 1st, 1924, to November 1st, 1924, the gross receipts of the Cuyamaca Company for the sale of water was \$153,490.17. The total gross sales in all probability, will be in excess of \$180,000, and the net profits over and above all operating expenses in excess of \$90,000, enough, if the district had owned the system this year, to pay the interest on \$1,500,000 of bonds; with the growth of the Cuyamaca System as rapid the next five years as the last five years, the net profits of the Cuyamaca System, on its present basis, will more than take care of the interest on all the bonds.

The gross receipts of the Cuyamaca Water Company for the month of October, 1924, were \$21,900.

Judge Hendee stated that irrigation districts are new and untried. Approximately a hundred districts have been organized in this state. Over 4,000,000 acres of land are included in said districts. Their bonds are selling at the highest rate of interest of any securities in the state and there is practically no other development of water in the state excepting through irrigation districts.

We notice a half-page epistle of A. Fels in the San Diego Union Tuesday morning. This was undoubtedly written in the directors' room of a prominent bank in this city. If the truth were known, Mr. Fels would have something of interest to say to the general public, for the citizens of La Mesa know Mr. Fels did not, and could not, write such an article.

Threats have been made to bring another injunction suit to stop the election. This cannot be legally done. In many ways the opposition will try to cloud the issues, but go to the polls Friday and vote as your conviction dictates.

Sidelights on Monday Night's Meeting

La Mesa

Monday Night's Meeting at La Mesa

The official office of the La Mesa...

The official office of the La Mesa... The meeting was held at the La Mesa... The meeting was held at the La Mesa... The meeting was held at the La Mesa...

The meeting was held at the La Mesa... The meeting was held at the La Mesa... The meeting was held at the La Mesa...

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RESOLUTION NO. 246

1
2 A RESOLUTION OF THE BOARD OF TRUSTEES OF THE CITY OF
3 LA MESA, CALIFORNIA, RELATING TO THE MATTER OF THE
4 APPLICATION OF THE LA MESA, SPRING VALLEY AND LEMON
5 GROVE IRRIGATION DISTRICT FOR PERMISSION TO TRANSFER
6 TO SAID DISTRICT THE CUYAMACA WATER SYSTEM.

7 The Board of Trustees of the City of La Mesa do
8 resolve as follows:-

9 WHEREAS, the inhabitants of the La Mesa, Spring
10 Valley and Lemon Grove Irrigation District have voted bonds
11 for the purchase of the Cuyamaca Water System, and applica-
12 tion for the transfer of said system to said district is
13 now pending before the Railroad Commission of the State of
14 California, and

15 WHEREAS, the City of La Mesa comprises a portion
16 of said Irrigation District,

17 BE IT RESOLVED that the President of the Board of
18 Trustees of said City appoint a committee of three, with full
19 power to act in the matter of said application, and to the
20 end that said application, or such transfer, may be, by said
21 Railroad Commission, granted; that the City Attorney of said
22 City of La Mesa act in conjunction with said committee and to
23 do all things necessary in the hearing of said application
24 before the Railroad Commission for the purpose of securing
25 such permission.

26 BE IT FURTHER RESOLVED that this Board is unami-
27 mously in favor of the granting of such transfer by the
28 Railroad Commission.

29 Passed and adopted by the said Board of Trustees
30 of the City of La Mesa, California, this 28th day of
31
32
33

November, 1924, by the following votes, to-wit:-

1 AYES: TRUSTEES: JONES, NYSTROM, SHELDON, O'BRIEN, PARK

2 NOES: TRUSTEES: NONE

3 ABSENT: TRUSTEES: NONE

4
5
6
7 D. M. JONES

8 President of the Board of Trustees of the
9 City of La Mesa, California.

10
11 I hereby certify that the above and foregoing
12 Resolution was passed by the Board of Trustees of the
13 City of La Mesa, California, at the time and by the vote
14 above stated.

15
16
17 E. C. UPP

18 City Clerk of the City of La Mesa, Cali-
19 fornia, and ex-officio Clerk of the
20 Board of Trustees of said City.

21 S E A L
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LA MESA, LEMON GROVE AND SPRING VALLEY IRRIGATION DISTRICT.
 121 South Spring Street
 LA Mesa, Calif.

Oct. 1, 1925.

Statement of Water Revenues for Bill Rendered, showing Cuyamaca Water Company adjustment.

WATER BILLS FOR SEPTEMBER.

Meter Book	Aug.	Sept.		Cuyamaca Water Co.	District.
15	21	21	378.32	122.04	256.28
"	22	21	108.92	31.62	77.30
16	24	23	558.55	126.12	432.43
17	24	24	1272.48	287.32	985.16
18	26	26	1816.65	293.00	1523.65
"	26	25	1881.10	303.40	1577.70
19	28	28	1329.34	128.65	1200.69
"	29	28	1175.36	75.83	1099.53
				<u>1367.98</u>	<u>7152.74</u>
19	30	30 (With Helix Mutual)			2222.00
Flume Sheets					1680.60
Lemon Grove Mutual Water Co.					2561.70
El Cajon, City of					465.48
City of La Mesa,					834.31
Cuyamaca Water Co., 3,773,700 cu.ft. @ 9¢					<u>3396.33</u>
				\$ 1,367.98	\$ 18,313.16

October 13, 1925.

Miss May:

Get the original letter and put it in our files, from the La Mesa District approving the final audit for September. Miss Falt has it. Put this letter with those papers and send a copy of it to Stern.

E. F.

**NOTICE INVITING PROPOSALS
FOR PURCHASE OF BONDS OF
LA MESA, LEMON GROVE AND
SPRING VALLEY IRRIGATION
DISTRICT.**

NOTICE IS HEREBY GIVEN that on the Ninth (9) day of November, 1925, at the hour of ten (10) o'clock A. M. of said day, the Board of Directors of La Mesa, Lemon Grove and Spring Valley Irrigation District will sell One Million Five Hundred Thousand Dollars (\$1,500,000) of Six Per Cent Serial Gold Bonds of La Mesa, Lemon Grove and Spring Valley Irrigation District.

The bonds to be sold at said time are a portion of the Second Issue of bonds of said district, said Second Issue being for the aggregate principal sum of Two Million, Five Hundred Thousand Dollars (\$2,500,000), said bonds to be so sold consist of one thousand five hundred (1,500) bonds of the par value of One Thousand Dollars (\$1,000) each, are dated January 1, 1925, and are payable at the specific maturity thereof at their full face value and not for a percentage thereof, and said bonds to be so sold are numbered and mature in series as follows:

Bonds numbered 1 to 30 inclusive, Maturing January 1, 1946.

Bonds numbered 51 to 80 inclusive, Maturing January 1, 1947.

Bonds numbered 101 to 145 inclusive, Maturing January 1, 1948.

Bonds numbered 176 to 220 inclusive, Maturing January 1, 1949.

Bonds numbered 251 to 310 inclusive, Maturing January 1, 1950.

Bonds numbered 351 to 410 inclusive, Maturing January 1, 1951.

Bonds numbered 451 to 510 inclusive, Maturing January 1, 1952.

Bonds numbered 551 to 610 inclusive, Maturing January 1, 1953.

Bonds numbered 651 to 725 inclusive, Maturing January 1, 1954.

Bonds numbered 776 to 850 inclusive, Maturing January 1, 1955.

Bonds numbered 901 to 975 inclusive, Maturing January 1, 1956.

Bonds numbered 1026 to 1100 inclusive, Maturing January 1, 1957.

Bonds numbered 1151 to 1240 inclusive, Maturing January 1, 1958.

Bonds numbered 1301 to 1390 inclusive, Maturing January 1, 1959.

Bonds numbered 1451 to 1540 inclusive, Maturing January 1, 1960.

Bonds numbered 1601 to 1690 inclusive, Maturing January 1, 1961.

Bonds numbered 1751 to 1855 inclusive, Maturing January 1, 1962.

Bonds numbered 1926 to 2030 inclusive, Maturing January 1, 1963.

Bonds numbered 2101 to 2200 inclusive, Maturing January 1, 1964.

Bonds numbered 2301 to 2400 inclusive, Maturing January 1, 1965.

Said bonds bear interest at the rate of six per cent (6%) per annum, payable at the Bank of La Mesa at La Mesa, California, or at the main office of Pacific-Southwest Trust & Savings Bank, Los Angeles, California, on January 1st and July 1st of each year from the date thereof.

Sealed proposals for the purchase of said bonds will be received by the Board of Directors of La Mesa, Lemon Grove and Spring Valley Irrigation District at their office till ten (10) o'clock A. M. of the Ninth (9) day of November, 1925. The office of said board is located in the Reynolds Building, 121 South Spring Street, La Mesa, San Diego County, California. The postoffice address of said Board of Directors is Reynolds Building, 121 South Spring Street, La Mesa, California.

The Board of Directors at the place and time aforesaid to-wit, at the office of said Board at Ten (10) o'clock A. M. of November Ninth (9), 1925, will open all proposals received and award the purchase of the bonds or any portion or portions thereof to the highest responsible bidder or bidders; provided, however, that said Board may reject any and all bids; and provided further, that no proposal will be accepted which is not accompanied by a certified check for at least two per cent (2%) of the amount thereof to apply on the purchase price of the bonds, the amount of which check shall be forfeited, if, after the acceptance of the proposal, the bidder shall refuse to accept said bonds and complete his purchase thereof on the conditions stated in his proposal.

The La Mesa, Lemon Grove and Spring Valley Irrigation District will furnish the buyer of said bonds with the approving legal opinion of Messrs. O'Melveny, Millikin, Tuller & Macneil of Los Angeles, California.

La Mesa, Lemon Grove and Spring Valley Irrigation District is an irrigation district organized and existing under and by virtue of the California Irrigation District Act, and is located in the county of San Diego, State of California.

This notice is given pursuant to and as directed by a resolution of the Board of Directors of said district adopted October 13th, 1925.

Dated and sealed this 13th day of October, 1925.

(Seal) JNO. C. SCOTT,
Secretary of the Board of Directors
of La Mesa, Lemon Grove and
Spring Valley Irrigation District.

INFORMATION PERTAINING TO
BONDS OF THE LA MESA, LEMON GROVE AND
SPRING VALLEY IRRIGATION DISTRICT

October 21, 1925.

- 1 - FULL TITLE OF DISTRICT - La Mesa, Lemon Grove and Spring Valley Irrigation District.
- 2 - DATE OF ORGANIZATION - October 27, 1913.
- 3 - LOCATION - The District is located in San Diego County and borders the City of San Diego for three miles. It lies directly East of the City of San Diego, and between the San Diego River and the Sweetwater River.
- 4 - CITIES AND TOWNS IN DISTRICT - The incorporated cities of La Mesa and El Cajon, and the unincorporated towns of Lemon Grove, Spring Valley, Grossmont and Maryland Heights.
- 5 - ACRES OF AGRICULTURAL LAND IN DISTRICT - 13,500 acres.
- 6 - ACRES OF WASTE LAND FROM AGRICULTURAL STANDPOINT - 4500 acres.
- 7 - WASTE LAND AS DESIGNATED IN NO. 6 - A large portion of the rocky land unfit for agricultural purposes, referred to in No. 6, is very desirable for residential use, for the reason it comprises so-called "View" property. Large numbers of persons from the East are moving to Southern California and a big percentage of these desire lots with a view of mountains and ocean. Locations of this sort are frequent in the District, and practically all of the rocky land is of such a nature.

TOPOGRAPHY - Portions of the District are flat or very gently rolling land. A large portion of the area is comprised of rolling land, and a portion of it is of a rough and rocky character, generally unsuitable for cultivation. Elevations within the District range from approximately 200 feet to 800 feet above sea level.

8 - SOIL - There is a wide variation of soils within the District.

The rolling and valley lands have in general a good depth of soil. The hill lands also have good soil covering and are well suited to orchard culture, except where the lands are rocky. The Bureau of Soils of the United States Department of Agriculture has classified the soils within the District as being principally of the following five classes, namely;-

Montezuma Adobe,

Redding Gravelly Loams and Sandy Loams,

Olympic Loams,

Aiken Loams,

Sierra Sandy Loams.

9 - C R O P S - The District is adapted to the production of avocado and citrus, also particularly adapted to the production of garden truck, and berries of all kinds do well, the production of strawberries being especially profitable.

There is within the District at present a large chicken and egg industry, which will materially increase when the land is supplied with water. The garden truck mentioned above comprises so called winter vegetables. The climate within the district is such that vegetables can be grown practically throughout the year. Chili peppers, beans, peas, tomatoes are produced out of the ordinary season, and consequently bring high prices.

- 10 - KIND AND AVERAGE YIELD PER ACRE - Detailed information not available, owing to restricted and scattered area now under irrigation, However the production of winter vegetables yields a gross revenue of from \$300.00 to \$700.00 an acre in this territory.
- 11 - AVERAGE SIZE OF AGRICULTURAL HOLDINGS - The 18,000 acres are held by approximately 3500 separate landowners. There are a few owners holding large acreage. Outside of this the average agricultural ownership would be about 20 acres. In the cities of La Mesa and El Cajon and in the unincorporated towns, a great many of the holdings are purely residential property, and are restricted to building lots.
- 12 - ACRES CULTIVATED - Present District - About 3500 acres, not including any lands inside the cities of La Mesa and El Cajon. It is to be noted that the Irrigation District has not in the past been in position to deliver water. The lands irrigated within the Irrigation District are lands served by the Cuyamaca Water Company's system only, which system has just been taken over by the District.
- 13 - RATIO OF OWNERS TO TENANTS - About 80% of the farmers own their own land.
- 14 - RATIO RESIDENT TO NON-RESIDENT OWNERS - Probably one-half of the area is held by resident owners, representing about 75% of the residents.
- 15 - POPULATION - Present district - Agricultural Lands - Towns. Estimated population of the District is at present slightly over 6000 persons, about equally divided between towns and agricultural lands.
- 16 - LAND VALUES - The estimated actual value of the real estate within this district, excluding personal property is approxi-

ately Six Million Dollars. (\$6,000,000)

17 - DEBT PER ASSESSABLE ACRE - The average bonded indebtedness per acre is about \$140.00 per acre. The District, however, has several applications for inclusions which will decrease the bonded indebtedness to approximately \$125.00 per acre, as the property seeking inclusion is already receiving the services of the Cuyamaca Water Company, which is being purchased by the District.

18 - MAINTENANCE AND OPERATION - Based upon the operating costs of the Cuyamaca Water Company present system, maintenance and operation within the District will not exceed \$12 per acre.

19 - AMOUNT BOND ISSUE TO BE PRESENTLY SOLD - This amount has not been determined, but will probably be \$1,500,000.

20 - BOND MATURITIES - Bonds will be 20-40 year bonds, bearing 6% interest, and will be in \$1,000 denomination. Bonds will be retired over the last twenty years of their life. Interest will be payable on the first day of January and the first day of July of each year. The issue will be payable in gold coin of the United States, in twenty series, as follows:

At the expiration of 21 years - 2% of entire issue									
"	"	"	"	22	"	2%	"	"	"
"	"	"	"	23	"	3%	"	"	"
"	"	"	"	24	"	3%	"	"	"
"	"	"	"	25	"	4%	"	"	"
"	"	"	"	26	"	4%	"	"	"
"	"	"	"	27	"	4%	"	"	"
"	"	"	"	28	"	4%	"	"	"
"	"	"	"	29	"	5%	"	"	"

At the expiration of 20 years - 5% of entire issue								
"	"	"	"	31	"	5%	"	"
"	"	"	"	32	"	5%	"	"
"	"	"	"	33	"	6%	"	"
"	"	"	"	34	"	6%	"	"
"	"	"	"	35	"	6%	"	"
"	"	"	"	36	"	6%	"	"
"	"	"	"	37	"	7%	"	"
"	"	"	"	38	"	7%	"	"
"	"	"	"	39	"	8%	"	"
"	"	"	"	40	"	8%	"	"

21 - IRRIGATION DISTRICT'S LIST OF ASSETS - The Irrigation District at present owns 400 acres of water bearing lands on the San Diego River, these lands have been appraised at \$100,000 as a conservative estimate of their value. In addition to this, the assets will include the properties of the Cuyamaca Water Company acquired under the option. A summary of the valuation of the Cuyamaca System as of July 1, 1924, is attached hereto. It should be noted that in this list of the Cuyamaca property no valuation has been included for water rights, except at the El Capitan.

WATER RATES - Water rates have not yet been established, but will be made as low as is consistent with good business.

22 - WATER RIGHTS-PRESENT AND POSSIBLE - The Irrigation District under its option acquires all water rights now held by the Cuyamaca Water Company, which include rights at the Cuyamaca Dam on Boulder Creek; the rights at the diverting Dam at the intake of the Cuyamaca flume on the San Diego River; the rights of the diverting Dam on the South Fork of the San Diego River; the rights at the El Capitan Dam Site; pumping rights

22 - on all the lands of the El Cajon Valley Company, on which lands the El Monte pumping plant is now located.

23 - SOURCES OF WATER RIGHTS - Filings were made at these points dating as far back as 1884, and water has been diverted, and put to beneficial use from all of these points excepting El Capitan for the last thirty-five to forty years. Filing at El Capitan was made in 1914.

24 - DISTRIBUTED THROUGH - AVERAGE FLOW - CANALS' DIMENSIONS -
PUMP AND PUMP HOUSES.

Water is impounded in the Cuyamaca Lake. When released from Cuyamaca, water flows in the natural channel of Boulder Creek a distance of 12 miles, to the intake of the Cuyamaca flume. At this point there is a diverting dam, which will be replaced under the Bond issue, by a dam forming an impounding reservoir. The stream flow of the San Diego River and of Boulder Creek is thus delivered to the Cuyamaca flume. The South Fork is a tributary of the San Diego River some miles below the intake of the flume. A feeder flume fed by a diverting dam connects with the main flume at this point, increasing the supply. A few miles farther down the river is located the El Monte pumping plant, which has a present capacity of 6,000,000 gallons daily. From the pumping plant a pipe line delivers the water into the Cuyamaca flume. This pumping plant is used to supplement the flow in the flume when the natural stream flow is deficient. The capacity of the flume is 31 cu. feet per second, or 20,000,000 gallons of water per day. The flume delivers water to the Grossmont Reservoir, a small equalizing basin, and to the Eucalyptus Reservoir, another small equalizing basin, and eventually to the Murray Reservoir, which has a capacity of over two billion gallons, and is formed by a reinforced concrete multiple

arch dam. 117 feet in height, with a crest length of 900 feet. A few consumers are supplied with water directly from the flume. Pressure pipes lead from all of the above mentioned reservoirs, and all water is delivered under pressure. There are no open service ditches.

25 - DRAINAGE - There are no drainage problems within the district.

26 - Water to be sold outside of District

- for what purpose
- communities served
- population
- what price
- mature contracts

For the service of East San Diego, Normal Heights, Kensington Park, over 41,000,000 cu. feet at 9¢ per 100 cu. ft., yields \$37,000.00. This is the contract price in wholesale quantities to the Cuyamaca Water Company, who will distribute the water in these territories, which have a population of about 16,000 persons. Under the flume service and in La Mesa Heights, the territory lying between the District and the City of San Diego, there will be delivered approximately 50,000,000 cu. ft. This will yield a revenue of between \$45,000 and \$50,000. The total sales of water outside of the District will therefore run between \$80,000 and \$100,000 annually, divided at present about equally between domestic and irrigation consumption.

27 - NAME OF ATTORNEYS - The firm of Crouch and Sanders, Spreckels Building, San Diego, and Mr. Frederick Stearns, of the firm of Sweet, Stearns and Forward, Union Building, San Diego.

SUMMARY OF VALUATION OF CUYAMACA SYSTEM AS OF JULY 1, 1924.

	Reproduction Cost Incl. O'head at Jan 1, '19. (Huber)	Deduction	Depreciation to July 1, '24	Betterments & Additions less Depre- ciation	Cost Less Depreciation at July 1, '24.
LANDS & RIGHT OF WAY	177,178	2,802	-	-	174,376
COLLECTION	140,093	-	22,554	5,717	123,256
TRANSMISSION	1,211,862	-	677,936	52,806	586,732
DISTRIBUTION	583,161	266,440	65,376	127,295	378,540
TELEPHONE LINES	4,773	-	3,269	-	2,504
MISCELLANEOUS STOCK ETC	20,987	10,493	-	-	10,494
TOTALS	2,138,054	279,735	786,135	165,818	1,276,002
Less deferred main- tenance Main Flume- \$100,000					<u>100,000</u>
					<u>1,176,002</u>
FLETCHER RESERVOIR LAND:					
TOTAL - Including Fletcher Reservoir					<u>112,600</u>
					<u>1,288,602</u>
EL CAPITAN LAND DAMSITE & WATER RIGHTS					
GRAND TOTAL					<u>546,000</u>
					1,834,602

NOTE:- No valuation has been included for water rights other than those at El Capitan.

ESCROW INSTRUCTIONS

San Diego, California,

Referring to your Order No. 62459

June 19, 1925.

In Escrow.

I hand you herewith deed executed by Ed Fletcher and Mary C. B. Fletcher, husband and wife, to The La Mesa Lemon Grove and Spring Valley Irrigation District of San Diego County, California, covering property of the Cuyamaca Water Company, real and personal, used in the operation of said Company's water system, said property being the property covered by and described in certain agreements of sale entered into between said Cuyamaca Water Company and Ed Fletcher and C. F. Stern, parties of the first part and The La Mesa Lemon Grove and Spring Valley Irrigation District of San Diego County, California, parties of the second part.

Said agreements of sale being dated:

April 5, 1924 - April 23, 1925
May 4, 1925 - June 1925

Copies of which said agreements are herewith handed you and made a part of these Escrow Instructions.

You are authorized to deliver said deed to the Grantee when you have for me the purchase price of said property as set forth in said agreement of sale.

If the said La Mesa, Lemon Grove and Spring Valley Irrigation District of San Diego County, California, does not pay in to you for my use and benefit the purchase price of said property as set forth in said agreements, and complete and perform the other things by them to be performed and done under the terms and provisions thereof within the time therein limited, you are to return all papers to me upon my written demand.

Before delivery of said deed or the consummation of this Escrow you will obtain and hold for me from said La Mesa Lemon Grove and Spring Valley Irrigation District all rights, provisions and property

#62459

to be given and granted to the parties of the first part by said Irrigation District under the provisions of the agreements above mentioned.

The said Southern Title Guaranty Company hereby acknowledges receipt of said deed together with copies of the several agreements above mentioned to be used in accordance with said instructions.

SOUTHERN TITLE GUARANTY COMPANY,

By _____

File
C-2001

Completed
OK. L. J. M.

1 We,
2 Ed Fletcher and Mary C. B. Fletcher, husband and wife, and
3 Ed Fletcher, the surviving partner of the Cuyamaca Water Company,
4 for and in consideration of Ten Dollars, do hereby
5 GRANT TO The La Mesa Lemon Grove and Spring Valley
6 Irrigation District of San Diego County California,
7

8 All that real Property situated in the County of San Diego,
9 State of California, bounded and described as follows:

10
11 PARCEL 1.

12 All that portion of Lots "D", "E" and "G" of Cuyamaca
13 Rancho, as said Lots are described in the Decree of Partition
14 of said Rancho recorded in Book 43, Page 309 of Deeds, partic-
ularly described as follows:

15 Beginning at a point distant North 89° 25' East
16 448.8 feet from corner 6 of said Lot "E",

17 thence North 21° 12' East 1094.4 feet,

18 thence North 4° 20' East 995.5 feet,

19 thence North 32° 18' West 507.6 feet,

20 thence North 10° 27' West 866.5 feet,

21 thence North 53° 42' West 439.0 feet,

22 thence North 2° 52' West 141.3 feet,

23 thence North 40° 06' West 536.1 feet,

24 thence North 69° 26' West 193.4 feet,

25 thence North 65° 11' West 671.1 feet,

26 thence South 37° 52' West 309.3 feet,

27 thence North 52° 08' West 640.5 feet,

28 thence North 37° 57' East 1028.0 feet,

29 thence South 76° 00' East 1043.0 feet,

30 thence South 89° 13' East 504.8 feet,

31 thence South 79° 40' East 880.7 feet,

32 thence North 74° 57' East 408.5 feet,

33 thence South 80° 07' East 571.4 feet,

1 thence North 36° 13' East 451.5 feet to
2 a point, which point is described in that certain decree rendered
3 by the Superior Court of the State of California in and for the
4 County of San Diego in action of Chas. K. McIntosh et al vs.
5 Harris Haywood Lockhart et al, said decree having been rendered
6 on January 14, 1918, and a certified copy thereof is recorded
7 in Book 748, page 218 of Deeds, Records of said San Diego County,
8 as bearing North 12° 00' West 344.5 feet from a point in the
9 South boundary line of said Lot "D" which bears North 0° 50'
10 West 34.09 chains from the center of Section 4, Township 14
11 South, Range 4 East, S. B. M., and is described as being the
12 beginning corner of parcel "(b)" of Lot "D" in said action,
13 thence following the existing fence line as described in said
14 action North 62° 42' East 656.3 feet; thence North 51° 14' East
15 400.7 feet; thence North 44° 04' East 544.6 feet; thence North
16 61° 15' East 1178.4 feet; thence North 17° 18' East 891.1 feet;
17 thence North 19° 54' East 1457.0 feet; thence North 62° 08' East
18 787.7 feet; thence North 13° 0' East 569.2 feet; thence North
19 18° 55' West 800.1 feet; thence North 2° 46' West 365.2 feet;
20 thence North 55° 50' East 811.6 feet; thence North 14° 10'
21 East 859.1 feet; thence South 67° 26' East 679.6 feet; thence
22 South 0° 21' West 494.2 feet; thence South 25° 49' East 520.2
23 feet; thence South 16° 21' West 945.8 feet; thence South 20° 27'
24 East 103.3 feet; thence South 26° 50' East 66.0 feet; thence
25 South 32° 59' East 155.6 feet; thence South 50° 18' East 318.0
26 feet; thence South 28° 35' East 684.1 feet; thence North 82° 23'
27 East 924.6 feet; thence South 32° 44' East 689.4 feet; thence
28 South 19° 52' East 647.3 feet; thence South 26° 2' West 357.6 feet
29 thence South 1° 44' West 566.0 feet; thence South 48° 51' West
30 489.6 feet; to a point on the boundary line between said Lots "D"
31 and "G"; thence leaving the line described in said action and
32 following the Southeasterly line of that certain parcel described
33 as containing 57/100 acres in deed of D. O. Houghton to San

1 Diego Flume Company, dated April 16, 1889, and recorded in Book
2 149, page 395 of Deeds, Records of San Diego County, California,
3 South 48° 30' West 3.33 chains; thence North 52° 15' West 3.73
4 chains to a point on the said boundary line between lots "D"
5 and "G", said point being the most Westerly corner of said
6 57/100 acre parcel and being distant East 35.15 chains from the
7 Northwest corner of said Lot "G"; thence following the said
8 boundary lines between Lots "D" and "G" West 10.91 chains to
9 the Northeast corner of that certain parcel containing 153.28
10 acres described in said deed from Houghton to San Diego Flume
11 Company; thence following the Easterly boundary line of said
12 153.28 acre parcel South 15° 16' East 8.05 chains; thence South
13 34° 29' East 8.24 chains; thence South 12° 15' East 4.03 chains ;
14 thence South 32° 21' West 12.23 chains; thence South 12° 40'
15 West 13.32 chains; thence South 10° 24' West 7.91 chains; thence
16 South 41° 53' West 5.20 chains; thence South 7° 44' West 7.67
17 chains; thence South 74° 27' West 15.09 chains to the intersec-
18 tion with the boundary line between/^{said}Lots "E" and "G"; thence
19 following the said boundary line between Lots "E" and "G" South
20 5.92 chains to a point; said point being the Northeast corner of
21 that certain parcel of land conveyed to Ed Fletcher by Grossmont
22 Park Company by deed dated October 14, 1924 and recorded in Book
23 1040, page 158 of Deeds, Records of San Diego County, California;
24 thence following the Northerly line of said Fletcher lands South
25 89° 25' West 20 chains to an intersection with the Easterly line
26 of that certain parcel designated "Three" in the aforesaid action
27 recorded in Book 748, page 218 of Deeds, said Easterly line of
28 Parcel "Three" being also the Easterly line of Section 4 Township
29 14 South, Range 4 East, S. B. M., said point of intersection
30 being distant 1.67 chains from the intersection of the said
31 Easterly line of parcel "Three" with the Northeasterly line
32 of Stonewall Mine; thence following the said Easterly line of
33 parcel "Three" North 0° 04' East 226.18 feet; thence North 41°
49' West 5169 feet; thence North 58° 10' West 435.9 feet; -3-

1 thence North 28° 27' West 342.7 feet; thence North 0° 18' West
2 309.0 feet; thence North 26° 25' West 160.2 feet; thence North
8 75° 30' West 424.2 feet; thence South 76° 19' West 83.3 feet;
4 thence South 56° 42' West 122.4 feet; thence South 20° 13'
5 West 548.0 feet; thence North 76° 36' West 214.4 feet; thence
6 North 40° 56' West 295.3 feet; thence South 73° 01' West 551.5
7 feet; thence South 61° 55' West 324.8 feet; thence South 34°
8 05' West 499.9 feet; thence South 8° 03' West 500.8 feet; thence
9 South 10° 56' East 324.8 feet; thence South 29° 20' East 299.7
feet; thence South 53° 01' East 122.2 feet; thence North 59° 08'
10 East 501.3 feet; thence North 85° 46' East 249.3 feet; thence
11 South 68° 17' East 458.1 feet; thence South 32° 22' East 349.8
12 feet; thence South 24° 39' West 199.8 feet; thence North 65° 35'
13 West 701.3 feet; thence South 71° 34' West 79.7 feet; thence
14 South 43° 51' West 600.7 feet; thence South 52° 29' West 263.6
15 feet; thence South 23° 48' West 511.6 feet; thence North 65° 34'
16 West 374.2 feet; thence South 75° 30' West 334.1 feet; thence
17 South 30° 03' West 469.6 feet; thence South 89° 32' West 170.4
18 feet; thence South 0° 05' East 204.0 feet; to a point in the
19 Southerly line of said Lot "E"; thence following the said
20 Southerly line of Lot "E" South 89° 04' West 691.0 feet to the
21 point of beginning.
22

23 EXCEPT from the above described premises all that portion
24 of said Lot "E" described as follows:

25 Beginning at a point distant North 89° 25' East 448.8 feet
26 from corner 6 of said Lot "E",

27 thence North 21° 12' East 1094.4 feet,

28 thence North 4° 20' East 995.5 feet,

29 thence North 32° 18' West 507.6 feet;

30 thence North 10° 27' West 866.5 feet,

31 thence North 53° 42' West 439.0 feet,

32 thence North 2° 52' West 141.3 feet,

33 thence North 40° 06' West 536.1 feet,

1 thence North 69° 26' West 193.4 feet;
2 thence North 65° 11' West 671.1 feet,
3 thence South 37° 52' West 309.3 feet,
4 thence North 52° 08' West 640.5 feet,
5 thence North 37° 57' East 1022.0 feet

6 to a point on the Southerly boundary line of said Lot "D" said
7 point being distant South 76° 00' East 1676.8 feet from Cor. #3
8 of said Lot "E"; thence South 23° 44' West 674.54 feet to a point
9 in the Center line of the County Road known as Route 8, Div. 4,
10 a Map of which Road is on file in the office of the County Sur-
11 veyor of San Diego County, California, said point being also at
12 Station 352+50 per said Map of Road; thence following the center
13 line of said Road as shown on said Map South 46° 03' East 200.0
14 feet; thence leaving the said center line of Road and running
15 South 44° 27' West 150.0 feet; thence South 45° 04' East 133.5
16 feet; thence North 51° 00' East 179.5 feet to an intersection with
17 that contour line of the Cuyamaca Reservoir, said contour line
18 being of equal elevation with the crest of the spillway located at
19 the Southerly end of Cuyamaca Dam; thence following the said con-
20 tour line in a general Southeasterly direction to its intersection
21 with the Easterly line of the said above described premises; thence
22 following the said Easterly line South 30° 03' West 231.6 feet;
23 thence South 89° 32' West 170.4 feet; thence South 0° 05' East 204.0
24 feet to a point on the Southerly line of said Lot "E"; thence
25 following the said Southerly line of Lot "E", South 89° 04' West
26 691.0 feet to the point of beginning.

27 ALSO EXCEPT all that portion of that certain island within the
28 Cuyamaca Reservoir lying and being above the above mentioned contour
29 line, the approximate center of said Island being distant South 33°
30 East 1050 feet from Cor. #2 of said Lot "E".

31 ALSO reserving unto the grantors herein an easement and Right
32 of way over and across the lands hereby conveyed, ^{to} said Island, also
33 right to build a bridge, connecting said Island with the main land.

1
2
3
4 **PARCEL 2.**

5 All that portion of the Northwest Quarter of the North-
6 east Quarter, the Southwest Quarter of the Northeast Quarter, the
7 Southeast Quarter of the Northwest Quarter and the Southwest
8 Quarter of Section 36, Township 13 South, Range 2 East, S. B. M.,
9 the Southeast Quarter of the Southeast Quarter and the Southwest
10 Quarter of the Southeast Quarter of Section 35, Township 13 South,
11 Range 2 East, S. B. M., the Northeast Quarter of the Northwest
12 Quarter and the Northwest Quarter of the Northwest Quarter of
13 Section 1, Township 14 South, Range 2 East, S. B. M., the North-
14 east Quarter, the East Half of the Southwest Quarter, the North-
15 east Quarter of the Southeast Quarter, the West Half of the
16 Southeast Quarter and the West Half of the West Half of the
17 Southeast Quarter of the Southeast Quarter of Section 2, Township
18 14 South, Range 2 East, S. B. M., lying and being below the 1015
19 foot contour line above sea level, U. S. G. S. datum.
20
21

22 **PARCEL 3.**

23 All that portion of the Rancho El Cajon in the County
24 of San Diego, State of California, according to the Map thereof
25 No. 289, filed in the office of the County Recorder of said San
26 Diego County, California, December 30, 1886, more particularly
27 described as follows:

28 Beginning at the intersection of the Northerly line of
29 Julian Avenue and the East boundary line of El Cajon Valley
30 Company's lands as shown on Map No. 289, aforesaid, which point
31
32
33

1 is 40.33 feet North of the intersection of the center line of
2 Julian Avenue and aforesaid East line of El Cajon Valley Comp-
3 any's lands; thence North 1673.5 feet; thence North 60° 31'
4 West 57.0 feet; thence South 500.0 feet; thence North 60° 31'
5 West 68.92 feet; thence South 1332.0 feet; thence North 48° 03'
6 East 147.0 feet to the point of beginning.

7 Also beginning at the intersection of the Southerly line
8 of Julian Avenue and the Easterly boundary line of El Cajon
9 Valley Company's lands as shown on Map No. 289 aforesaid, which
10 point is 40.33 feet South of the intersection of the center
11 line of said Julian Avenue and said East line of El Cajon Valley
12 Company's lands; thence following the said Southerly line of
13 Julian Avenue South 48° 03' West 190.0 feet to a point; thence
14 at right angles South 41° 57' East 213.0 feet to a point on the
15 said Easterly boundary line of El Cajon Valley Company's lands;
16 thence North 285.4 feet to the point of beginning.

17 PARCEL 4.

18 That portion of Lot One Hundred Thirty-six of Murray Hill,
19 in the County of San Diego, State of California, according to
20 the Map thereof No. 1342, filed in the office of the Recorder
21 of said San Diego County June 8, 1911, lying East of a straight
22 line drawn from the most Westerly corner of Lot Eighty to the
23 most Westerly corner of Lot One Hundred twenty-five of said
24 Murray Hill.

25 PARCEL 5.

26 All that portion of Lot Four (4) in Section Seventeen(17)
27 Township Sixteen (16) South, Range One (1) West, S. B. M., in
28 the County of San Diego, State of California. more particularly
29 described as follows:

30 Commencing at a point 541 feet North 75° 36' East from
31 the Southwest corner of said Lot Four; thence North 75° 36' East
32 60.0 feet to corner No. 1,
33 thence North 71° 06' East 163.2 feet to corner No. 2;

1 thence North 88° 01' East 25.9 feet to corner No. 3;
2 thence South 79° 29' East 143.5 feet to corner No. 4,
3 thence South 66° 23' East 106.9 feet to corner No. 5,
4 thence South 58° 41' East 177.0 feet to corner No. 6,
5 thence North 3° 03' East 70.7 feet to corner No. 7,
6 thence North 45° 17' West 101.6 feet to corner No. 8,
7 thence North 52° 51' West 280.2 feet to corner No. 9,
8 thence North 45° 29' West 179.4 feet to corner No. 10;
9 thence South 84° 07' West 130.1 feet to corner No. 11,
10 thence South 72° 33' West 238.0 feet to corner No. 12,
11 thence South 16° 26' East 278 feet to point of beginning.

12 ALSO commencing at a point 108.2 feet North 45° 29' West
13 from corner No. 9 of the above described tract, thence North 20°
14 21' East 350 feet; thence North 69° 39' West 110 feet to East side
15 of Right of Way of San Diego Flume Company; thence South 30° 0'
16 West 344 feet along the East side of said Right of Way; thence
17 North 84° 07' East 52 feet; thence South 45° 29' East 71.2 feet
18 to point of beginning and being what is known as Diverting Dam at
19 end of San Diego Flume.

20 ALSO all that portion of Lot Four (4) in Section Seventeen
21 (17) Township 16 South, Range One (1) West, S. B. M., in the
22 County of San Diego, State of California, described as follows:

23 Beginning at a point from whence the Southwest corner of
24 Lot Four (4) in Section Seventeen (17), Township Sixteen (16)
25 South, Range One (1) West, S. B. M., bears South 61° 42' West
26 459.94 feet; thence North 62° 00' East 133.55 feet; thence North
27 17° 28' West 169.28 feet; thence South 16° 40' West 234.0 feet to
28 place of beginning.

29 **PARCEL 6.**

30 All that portion of La Mesa Colony in the Rancho Mission
31 of San Diego, in the San Diego County, State of California; accord-
32 ing to the Map thereof No. 876, filed in the office of the Re-
33 corder of said San Diego County, September 4, 1901; and particular-

1 ly described as follows:

2 Beginning at a point Eight Hundred Fifty-five (855) feet
3 North $36^{\circ} 32'$ East of the Northwest corner of the Southwest
4 Quarter of Section Thirteen (13), Township Sixteen (16) South,
5 Range Two (2) West, S. B. M., at a stake set in a stone mound,
6 thence North $36^{\circ} 32'$ East on the boundary line of Lot Nineteen
7 (19) of Rancho Mission of San Diego, according to the Partition
8 Map thereof on file in the office of the Clerk of the Superior
9 Court of the County of San Diego, California, and also on file
10 in the office of the Recorder of said County, which boundary
11 line of Lot Nineteen (19) of said Rancho Mission is as marked and
12 delineated on said amended Map of La Mesa Colony, to the corner
13 of said Lot Nineteen (19) which lies West of the North boundary
14 of Lot One Hundred Ninety-six (196) of said La Mesa Colony,
15 thence East on the North boundary of said Lot Nineteen (19) of
16 said Ex Mission Rancho to the Northwest corner of said Lot One
17 Hundred Ninety-six (196) of La Mesa Colony, thence South Southerly
18 and Southeasterly along the Westerly line of said Lot One Hundred
19 Ninety-six (196) of La Mesa Colony and along the Southerly boun-
20 dary line of Lots One Hundred Ninety-five (195) and One Hundred
21 Ninety-four (194) of said La Mesa Colony and continuing along
22 the Westerly and Northerly boundary lines of the County Road as
23 marked on said amended Map of La Mesa Colony, to the East line of
24 Lot One Hundred Fifty-seven (157) of said La Mesa Colony; thence
25 North on the East boundary line of said Lot One Hundred Fifty-
26 seven (157) of La Mesa Colony to the Northeast corner thereof;
27 thence West on the North boundary line of said Lot One Hundred
28 Fifty-seven (157) to the curved boundary line on the West side
29 thereof; thence Southwest, Southerly and Southeasterly along said
30 curved West boundary line of said Lot One Hundred Fifty-seven
31 (157) to an intersection of said line with the Section line; thence
32 East on the South boundary line of said Lot One Hundred Fifty-seven
33 (157) to the Southeast corner thereof, thence Southwesterly along

1 the boundary line of the County Road as shown on Map of La Mesa
2 Colony to a point where said road deflects West; thence along
3 said road following the deflection of the same around the North
4 side and the West side of Lot One Hundred Fifty-five (155) of
5 said La Mesa Colony to a point where the South line of said Lot
6 One Hundred Fifty-five (155) protruded across the County Road is
7 intersected; thence along the Northerly boundary of said County
8 Road following the detour thereof to a point where a line drawn
9 parallel with and One Hundred Ninety and Seven Tenths (190.7)
10 feet at right angles Southwesterly from La Mesa Dam intersects
11 the West boundary line of said County Road; thence North 60° 45'
12 West, parallel with said La Mesa Dam, Eight Hundred Forty-seven
13 and Five tenths (847.5) feet to the point of beginning, and in-
14 cluding that portion of Mesa Reservoir lying in Lot Nineteen (19)
15 of said Rancho Mission.

16 ALSO all that portion of La Mesa Colony in the Rancho
17 Mission of San Diego, according to the map thereof filed in the
18 office of the Recorder of said San Diego County, September 4,
19 1901, and numbered 876 of the maps filed in said office, being
20 a strip Two Hundred (200) feet in width lying between the North-
21 westerly boundary line of Lot Nineteen (19) of Rancho Mission of
22 San Diego, and the Northwesterly line of the County Road and
23 adjoining the Southwesterly boundary of the property conveyed
24 by the San Diego Flume Company to James A. Murray, by deed re-
25 corded on June 1, 1910, in Book 495 of Deeds, page 61 et seq.,
26 and particularly described as follows:

27 Beginning at a point (855) Eight Hundred Fifty-five feet
28 North 36° 32' East from the Northwest corner of the Southwest
29 Quarter of Section 13, Township 16 South, Range 2 West, S. B. M.,
30 which point is also located upon the Northwesterly boundary line of
31 Lot Nineteen (19) of Rancho Mission of San Diego; thence South
32 60° 45' East to a point where a line drawn parallel with and
33 One Hundred Ninety and 7/10 (190.7) feet at right angles South-

1 westerly from the Southwesterly crest of La Mesa Dam intersects
2 the Northwesterly boundary line of the County Road, which County
3 Road adjoins the Northerly boundary of Lots One Hundred Fifty-two
4 (152), One Hundred Fifty-three (153) and One Hundred Fifty-four
5 (154) of said La Mesa Colony; thence in a Southwesterly direction
6 following the Northwesterly line of said County Road to a point
7 distant Three Hundred Ninety and $\frac{7}{10}$ (390.7) feet Southwesterly
8 from and measured at right angles to the Southwesterly line of
9 the crest of La Mesa Dam produced; thence North $60^{\circ} 45'$ West to
10 a point where a line drawn parallel with and Three Hundred Ninety
11 and $\frac{7}{10}$ (390.7) feet at right angles Southwesterly from the
12 Southwesterly crest of La Mesa Dam intersects the Northwesterly
13 boundary line of said Lot Nineteen (19) of Rancho Mission; thence
14 in a Northeasterly direction along the Northwesterly boundary
15 line of said Lot Nineteen (19) to the place of beginning.

16 All those certain pieces and parcels of land lying and
17 being in the County of San Diego, State of California, as shown
18 and depicted on Map No. 876, filed in the office of the County
19 Recorder of the County of San Diego, State of California; Sep-
20 tember 4, 1901, described as follows:-

21 All that portion of Lots One Hundred Fifty-one (151) and
22 One Hundred Fifty-two (152) and that portion of the County Road
23 adjoining the same bounded and described as follows:-

24 Beginning at a point on the North line of Lot One Hundred
25 Fifty-one (151), from which point the Northwest corner of said
26 Lot One Hundred Fifty-one (151) bears South $89^{\circ} 10'$ West 91.5 feet;
27 thence North $44^{\circ} 58'$ East 55.8 feet, more or less to a point on
28 the North line of the County Road, from which point the Southwest
29 corner of Lot One Hundred Fifty-five (155) bears North $89^{\circ} 10'$
30 East, 155.8 feet; thence South $89^{\circ} 10'$ West along said North line
31 a distance of 475.0 feet; thence South $57^{\circ} 44'$ East to the North-
32 erly line of Lot One Hundred Fifty-two (152); thence along the
33 Northerly line of said Lot One Hundred Fifty-two (152) Southwest-

1 erly 200 feet; thence North $87^{\circ} 00'$ East, 110.0 feet, more or
2 less to the said point of a curve to the left, with a radius of
3 145.0 feet; thence along said curve to the left a distance of
4 110.3 feet; thence North $43^{\circ} 25'$ East, 17.0 feet;
5 thence South $46^{\circ} 35'$ East, 32.25 feet;
6 thence North $45^{\circ} 25'$ East 99.0 feet;
7 thence North $46^{\circ} 35'$ West, 21.44 feet;
8 thence following a curve concave to the Southeast having a radius
9 of 272.34 feet through an angle of $30^{\circ} 02'$ a distance of 142.76
10 feet to a point;

11 From whence the Northeast corner of said Lot One Hundred
12 Fifty-two (152) and the Northwest corner of said Lot One Hundred
13 Fifty-one (151) bears North $0^{\circ} 50'$ West, 40 feet; thence North
14 $89^{\circ} 10'$ East, 105.0 feet; thence North $79^{\circ} 18'$ East, 233.4 feet
15 to the North boundary line of said Lot One Hundred Fifty-one;
16 thence along said North boundary line South $89^{\circ} 10'$ West 243.5
17 feet to the place of beginning.

18 ALSO all that portion of Lots 155, 156 and 158 of said
19 La Mesa Colony and that portion of the County Road adjoining the
20 same, bounded and described as follows:

21 Beginning at a point on the East boundary line of Lot
22 157 from whence the Northeast corner of said Lot bears North 695.10
23 feet; thence South $48^{\circ} 06'$ East 10.95 feet;
24 thence South $30^{\circ} 16'$ East 304.0 feet;
25 thence South $33^{\circ} 00'$ West 320.8 feet;
26 thence South $61^{\circ} 56'$ West 229.9 feet;
27 thence North $85^{\circ} 16'$ West 322.1 feet;
28 thence North $83^{\circ} 32'$ West 337.5 feet;
29 thence North $73^{\circ} 23'$ West 311.40 feet;
30 thence South $33^{\circ} 40'$ West 171.75 feet, more or
31 less, to the Westerly line of the County Road adjacent to said
32 Lot One Hundred Fifty-five (155) on the West; thence along said
33 County Road Northeasterly 190.0 feet; thence continuing along the

1 North line of said County Road North $88^{\circ} 59'$ East 980.47 feet;
2 thence North $26^{\circ} 48'$ East 424.48 feet; thence North 95.38 feet
3 to the place of beginning, containing 4.79 acres.

4 ALSO all of Lot One Hundred Fifty-seven (157) of said
5 La Mesa Colony, except that portion thereof bounded and des-
6 cribed as follows:

7 Beginning at a point on the East boundary line of said
8 Lot One Hundred Fifty-seven (157); from whence the Northeast
9 corner of said Lot One Hundred Fifty-seven (157) bears North
10 817.68 feet; thence along the said East boundary South 477.42
11 feet; thence North $48^{\circ} 06'$ West 195.45 feet; thence North $58^{\circ} 33'$
12 West 222.0 feet; thence North $5^{\circ} 41'$ East 207.3 feet; thence
13 North $87^{\circ} 07'$ East 270.5 feet; thence North $76^{\circ} 23'$ East 45.44
14 feet to the place of beginning, containing 7.65 acres.

15 ALSO all that portion of the Northeast Quarter of Section
16 Thirteen (13) Township Sixteen (16) South, Range Two (2) West,
17 S. B. M., bounded and described as follows:

18 Beginning at a point on the Southerly line of the County
19 Road from whence the Northeast corner of said Section Thirteen
20 (13) bears North $71^{\circ} 51'$ East 1059.7 feet; thence North $43^{\circ} 42'$
21 East 65.65 feet; thence North $57^{\circ} 56'$ East 198.95 feet; thence
22 North $42^{\circ} 13'$ East 50.0 feet, more or less to the Northerly line
23 of said County Road; thence Southwesterly along said Northerly
24 line 735 feet; thence North $59^{\circ} 59'$ East 152.3 feet, more or less
25 to the Southerly line of said County Road; thence North $85^{\circ} 57'$
26 East 93.0 feet; thence South $73^{\circ} 44'$ East 78.2 feet; thence North
27 $1^{\circ} 38'$ East 95.8 feet; thence North $43^{\circ} 42'$ East 80.0 feet to the
28 place of beginning, containing 0.68 acres.

29 ALSO all that portion of Lot One Hundred Ninety-four
30 (194) of said La Mesa Colony, and the Southeast Quarter of Section
31 Twelve (12) Township Sixteen (16) South, Range Two (2) West,
32 S. B. M., bounded and described as follows:
33

1 Beginning at the Southeast corner of said Lot One Hundred
2 Ninety-four (194); thence North $83^{\circ} 05'$ East 48.24 feet; thence
3 North $42^{\circ} 13'$ East 53.15 feet; thence North $58^{\circ} 15'$ East 191.35
4 feet; thence North $42^{\circ} 04'$ East 95.0 feet; thence South $69^{\circ} 48'$
5 West 239.0 feet; thence South $61^{\circ} 21'$ West 120.58 feet; thence
6 South $53^{\circ} 48'$ West 159.3 feet; thence North $83^{\circ} 05'$ East 149.84
7 feet to the place of beginning, containing 0.66 acres.

8 ALSO all rights of the grantors to flood the lands lying
9 within and adjacent to the Murray Reservoir site and Westerly of
10 the Easterly line of the aforesaid Lot Nineteen (19) of said
11 Rancho Ex Mission.

12 PARCEL 7.

13 All that portion of the Southeast Quarter of the North-
14 east Quarter of Section Seven (7); the Southwest Quarter of the
15 Northwest Quarter; the Southeast Quarter of the Northwest Quarter;
16 the Southwest Quarter of the Northeast Quarter, the Northwest
17 Quarter of the Southeast Quarter and Lots Three (3) and Four (4)
18 of Section Eight (8), Township Fifteen (15) South, Range Two (2)
19 East, S. B. M., lying and being below the 710 foot contour line
20 above sea level, U. S. G. S. datum.

21 PARCEL 8.

22
23 All that portion of Lot Four Hundred Sixty-nine (469) of
24 Grossmont Park Subdivision No. 3, in the County of San Diego,
25 State of California, according to the Map thereof No. 1528, filed
26 in the office of the Recorder of said San Diego County, January
27 5, 1913, lying West of a straight line drawn parallel with and
28 distant 250 feet Westerly from the East line of said Lot Four
29 Hundred Sixty-nine (469).

30
31 Also all that portion of Lot Four Hundred Forty-nine (449)
32 of said Grossmont Park Subdivision No. 3 lying South of a line
33 drawn parallel with and fifty feet Northerly from the South line

1 of said Lot Four Hundred Forty-nine (449).

2 Also that portion of Lot Forty-one of Subdivision No. 1
3 part of Grossmont Park in the County of San Diego, State of
4 California, according to the Amended Map thereof No. 1297, filed
5 in the office of the Recorder of said San Diego County, October
6 31, 1910, described as follows:

7 Beginning at the Southwest corner of said Lot Forty-one
8 (41) thence in an Easterly direction along the Southerly line
9 of said Lot, 65 feet; thence in a Northerly direction parallel
10 to the Westerly line of said lot, 45 feet; thence in a Westerly
11 direction parallel to the Southerly line of said lot, 65 feet;
12 more or less, to a point on the Westerly line of said lot; thence
13 in a Southerly direction along the Westerly line of said lot,
14 45 feet to the point of beginning.

15 Also Lot Five Hundred Fifty-four (554) of Grossmont Park
16 Subdivision No. 4, in the County of San Diego, State of California,
17 according to the Map thereof No. 1639, filed in the office of the
18 Recorder of said San Diego County, June 3, 1914.

19
20 **PARCEL 9:**

21 All that portion of Lot One Hundred Twenty-four (124)
22 of Mount Helix Subdivision, a Map of which, No. 1516, was filed
23 January 13, 1913 in the office of the County Recorder of San
24 Diego County, California, and more particularly described as
25 follows:

26 A circular parcel of land 25 feet in diameter, the center
27 of which bears South 36° 56' West, 117.9 feet from the most North-
28 erly corner of said Lot One Hundred Twenty-four (124).

29 Also Five (5) concrete reservoirs and appurtenances there-
30 to located on the lands hereinabove described as Parcels Eight (8)
31 and Nine (9).

1 **PARCEL 10.**

2 Also an easement and right of way for police and sanitary
3 protection over a strip of land One Hundred (100) feet in width,
4 lying immediately adjacent to and adjoining the contour line of
5 the tracts of land hereinbefore described in Parcels Numbers; 1;
6 2, 6 and 7.

7
8 **PARCEL 11.**

9 **ALSO Kelly Ditch and all rights and all easements appur-**
10 **tenant thereto.**

11 Also Boulder Creek Power rights, including all surveys
12 and rights appurtenant thereto.

13 Also a right of way from Boulder Creek to the proposed
14 Fletcher dam-site in the South Half of the Southeast Quarter of
15 Section Two (2), Township Fourteen (14) South, Range Two (2) East,
16 S. B. M.; over any and all land now owned by the grantors herein.

17 Also the main flume known as the Cuyamaca Flume, approxi-
18 mately thirty miles in length, extending from that certain dam
19 known as the "Diverting Dam" located in the Northeast Quarter of
20 the Southeast Quarter of Section Eleven (11); Township Fourteen
21 (14) South, Range Two (2) East, S. B. M.; to that certain reser-
22 voir known as "Eucalyptus Reservoir" located in Lot Four (4) of
23 Section Seventeen (17) Township Sixteen (16) South, Range One (1)
24 West, S. B. M.; and all appurtenances thereto.

25 **ALSO all rights of way, easements, equipment and supplies**
26 **owned by the grantors herein and necessary to the operation and**
27 **maintenance of the said flume and its appurtenances.**

28 **ALSO Four (4) caretakers' houses along the flume line.**

29 Also all that certain dam known as Diverting Dam and all
30 appurtenances thereto, including equipment and supplies necessary
31 to the operation of said Dam.

32 Also caretakers house located near Easterly end of said
33 Dam.

1 ALSO that certain dam known as South Fork Diverting Dam
2 and all appurtenances thereto, including equipment and supplies
3 necessary to the operation of said dam.

4 ALSO all pipe lines and appurtenances thereto used in
5 the transmission and distribution of the water of the Guyamaca
6 Water System lying Easterly of the Easterly City limits of the
7 City of San Diego; said line being the East line of formerly
8 East San Diego.

9 Also that certain pumping plant known as the El Monte
10 Pumping Plant and appurtenances thereto, including all wells,
11 power and pumping equipment; pipe lines; pump house; caretakers'
12 house and all equipment and supplies necessary to the operation
13 of said Pumping Plant.

14 Also that certain ditch known as the La Mesa Ditch
15 approximately 3.68 miles in length extending from the afore-
16 mentioned "Eucalyptus Reservoir" to that certain reservoir known
17 as Murray Reservoir, and all appurtenances thereto.

18 Also all rights of way, easements, equipment and supplies
19 owned by the grantors herein necessary to the operation and main-
20 tenance of said La Mesa ditch and its appurtenances.

21 Also pumping plant known as La Mesa Heights Pumping Plant
22 and all appurtenances thereto, including equipment and supplies
23 necessary to the operation of said plant.

24 Also including Lease to land upon which Pumping Plant is
25 situated.

26 Also all pumping plants situated on Grossmont and Mt.
27 Helix, and appurtenances thereto; equipment and supplies necessary
28 to operation of said plants.

29 Also all rights of way, easements, rights and permits
30 secured from the U. S. Government, relative to the construction,
31 operation and maintenance of the Guyamaca Water System.

1 Also all water filings and all water rights of every
2 kind and description to divert water by gravity from the San
3 Diego River, together with all pumping rights to the surface or
4 underground waters of said San Diego River, including all pump-
5 ing rights to that portion of said San Diego river known as the
6 "El Monte Basin", except from the above mentioned water filings,
7 all rights covered by applications for permits to appropriate
8 waters of the State of California to the State Department of
9 Public Works, Division of Water Rights No. 2695, filed December
10 19, 1921 and No. 2989, filed August 16, 1922, the point of
11 diversion in each of the above applications is located within
12 Lot "E", Partition of Lot Seventy (70) of Rancho Ex Mission of
13 San Diego; Also excepting therefrom, all rights to the waters
14 originating in the San Diego River and its tributaries Westerly
15 of what is known as the El Monte Basin.

16 Also all telephone lines and appurtenances thereto,
17 equipment and supplies necessary to the operation thereof, and
18 rights of way therefor owned by the grantors herein and necessary
19 to the operation and maintenance of the said Telephone System.

20 Also one (1) acre of land for caretaker's house in
21 Section Two (2), Township Fourteen (14) South, Range Two East,
22 S.B.M., adjoining the Fletcher damsite, so-called;

23 Also one (1) acre of land for caretaker's house in
24 Section Seven (7), Township Fifteen (15) South, Range Two East,
25 S.B.M., adjoining the El Capitan damsite, so-called, the boundaries
26 to be selected by the Grantee and quitclaim deed be furnished
27 by Grantor on demand of Grantee, describing same by metes
28 and bounds.

1 TO HAVE AND TO HOLD the above granted and described premises
2 unto the said Grantee its successors and assigns forever.

3 WITNES our hands and seals this 22nd day of
4 June 1925.

E. L. Fletcher

5 Signed and Executed in
6 presence of

7 *M. L. Fletcher*

Mary C. B. Fletcher

8 *Lawrence Mathews*

*Buyer of the Buysaraa Water Co.
By E. L. Fletcher*

Successing Partner

11 STATE OF CALIFORNIA)
12) SS.
13 COUNTY OF SAN DIEGO)

14 On this 22nd day of June Nineteen Hundred and Twenty-
15 five, before me *Lawrence Mathews*

16 a Notary Public in and for said County and State, residing
17 therein, duly commissioned and sworn, personally appeared

18 *E. L. Fletcher and Mary C. B. Fletcher*

19 *(Husband and Wife) and E. L. Fletcher*
20 *the successing partner of the Buysaraa Water Co.*

21 known to me to be the persons described in and whose names are
22 subscribed to the within instrument and acknowledged to me that
23 they executed the same.

24 IN WITNESS WHEREOF, I have hereunto set my hand and affixed
25 my Official Seal, at my office, in said County of San Diego,
26 State of California, the day and year in this certificate first
27 above written.

Lawrence Mathews

28
29 **Notary Public in and for the County
of San Diego, State of California.**

30 (Seal)

31 *my commission expires*
32 *December 7, 1926*

April 5, 1924

First National Bank,
San Diego, California.

Gentlemen:

Enclosed herewith find signed option to the La Mesa, Lemon Grove and Spring Valley Irrigation District, which, you may deliver to them on the following conditions, otherwise to be returned to us on demand.

Condition 1. That the Board of Directors of the District pass a resolution next Monday night, April 7th, appointing T. H. King their chief engineer.

Condition 2. That they pass another resolution the same night instructing T. H. King to prepare a report to the state engineer of California complying with the law covering the purchase of the Cuyamaca System by the District.

Condition 3. That the District directors officially call an election to pass on a bond issue of sufficient size to purchase the Cuyamaca System, as outlined in option herewith attached, within thirty (30) days from the date of written approval by the state engineer, of Engineer King's report, and notifying the District of the state engineer's approval of the acquisition of the said Cuyamaca System by the District. When the bond election carries, you may on demand deliver the signed option herewith attached to the District. If the bond election fails to carry by a two-thirds majority, on demand, you will deliver said signed option to us.

Yours very truly,
CUYAMACA WATER COMPANY

By ED FLETCHER
Manager

Cuyamaca Water Company:

We acknowledge receipt of your letter of April 5th together with option of sale of the Cuyamaca System to the District, and your instructions will be carried out.

FIRST NATIONAL BANK,

By M.C. Pfefferkorn
Essex Officer

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO

Number Dept.

AFFIDAVIT OF PUBLICATION OF

La mesa Acct
La mesa, Calif

STATE OF CALIFORNIA,
COUNTY OF SAN DIEGO } ss.

Carroll H. Smith

being duly sworn, says

that he is a citizen of the United States and of said state, over eighteen years of age, and not interested as a party or otherwise in the above named matter. That he is the *Publisher*

of *La mesa Acct*, a newspaper of general circulation, printed and published weekly at the *City of La mesa*, in the above named county and state; that as such *Publisher*

he has charge of all the advertisements published in said newspaper. That the *Petition for the Inclusion of Lands*

of which the annexed clipping is a printed copy, has been published *3* consecutive times in said newspaper and for the period of _____

from the *13th* day of *Febr.* 192*5*
to the *27th* day of *"* 192*5*

inclusive; to-wit, upon

the *13, 20, & 27th* days of *Febr.* 192*5*

the _____ days of _____ 192_____

and the _____ days of _____ 192_____

and that said publication was made in the newspaper proper and not in a supplement.

Carroll H. Smith

Subscribed and sworn to before me, this *MAR - 2 1925*

day of _____ A. D. 192_____

T. C. Hoff
Notary Public in and for said County.

Water Development
San Diego
City Improvement
Water Development
1913
City Improvement
Water Development
San Diego
City Improvement
Water Development
1913
City Improvement
Water Development
San Diego
City Improvement
Water Development
1913

according to the Partition Map thereof made in the Action of Ben Hill et al, vs. William G. Hill et al, on file in the office of the County Clerk of San Diego County, California, described as follows:

Commencing at a point on the easterly line of Section Four (4), Township Sixteen (16) South, Range One (1) West, S. B. B. M., five hundred ninety-nine (599) feet northerly from the southeast corner of said Section Four (4);

Thence southerly along said easterly line of said Section Four (4) and the easterly line of Section Nine (9), Township Sixteen (16) South, Range One (1) West, S. B. B. M., a distance of thirteen hundred twenty (1320) feet, more or less, to an intersection with the south line of said Tract Seven (7) of the lands of the Hill Estate;

Thence east along the said south line of said Tract Seven (7) eleven hundred ninety-six and nine-tenths (1196.9) feet to an intersection with the westerly line of the right of way of the San Diego and Arizona railroad;

Thence northerly along said right of way line thirteen hundred twenty (1320) feet to a point;

Thence west twelve hundred and six (1206) feet to the point of beginning.

PARCEL 3

Lots One (1) to Six (6) inclusive, and Lots "A", "B", "C", "D", "E" and "F" in Block Nine (9) of the Subdivision of Tracts "E" and "F" of Rancho El Cajon, according to map thereof made by O. N. Sanford in April 1885, and being Map No. 750, filed in the office of the County Recorder of said San Diego County, May 6, 1893;

EXCEPTING therefrom that portion, if any, conveyed by Luther C. Carpenter and wife to the San Diego and South Eastern Railway Company, by deed dated August 31, 1915, recorded in Book 694 at Page 167 of Deeds, described as follows:

All that portion of Block Nine (9) of the subdivision of portions of Tracts "E" and "F" of Rancho El Cajon, according to map made by O. N. Sanford in April, 1885, filed in the office of the County Recorder of said San Diego, August 31, 1885, and numbered 268 therein, that is bounded by and included within lines on each side of, parallel with and distant twenty-five (25) feet from the center line of the grantee's main tracks, as the same are now located or constructed.

SECOND. That said real property or body of lands is adjacent to the boundary of the La Mesa, Lemon Grove and Spring Valley Irrigation District, and that said body of lands and all portions thereof are contiguous and taken together constitute one tract of land.

THEREFORE, the undersigned Ed Fletcher and Mary C. B. Fletcher, and the F. and W. Thum Company, your petitioners, respectfully petition and pray that the boundaries of said La Mesa, Lemon Grove and Spring Valley Irrigation District may be so changed as to include therein said lands, and your petitioners do hereby assent to the inclusion within said District of the parcels or tracts of land in this petition described.

The boundaries of said land above designated and sought to be included in said District are more particularly described as follows, to-wit:

Beginning at the intersection of the westerly line of Rancho El Cajon with the east and west center line of Section Eight (8), Township Sixteen (16) South, Range One (1) West, S. B. B. M., said east and west center line being also the southerly line of Tract Seven (7) of the lands of the Hill Estate as same are shown on the "Partition Map of that Portion

of the Rancho El Cajon belonging to the Estate of James Hill," being map numbered "18th District, No. 280," filed in the office of the County Clerk of San Diego County, California;

Thence easterly along said southerly line of said Tract Seven (7) a distance of nineteen and thirty-one hundredths (19.31) chains to the easterly quarter corner of Section Eight (8), Township Sixteen (16) South, Range One (1) West, S. B. M.;

Thence continuing easterly along the southerly line of said Tract Seven (7) a distance of forty chains, unnumbered tract of land lying west of Tracts "E" and "F" of Rancho El Cajon, according to Map thereof No. 750 filed in the office of the County Recorder of San Diego County, California, May 6, 1893;

Thence continuing easterly along the southerly line of said unnumbered Tract to the southwest corner of said Block Nine (9);

Thence continuing easterly along the southerly line of said Block Nine (9) to an intersection with the westerly line of the right of way of the San Diego and Arizona Railroad;

Thence northerly along the westerly line of said right of way to an intersection with the northerly line of said Block Nine (9);

Thence northerly along said right of way line a distance of thirteen hundred twenty (1320) feet;

Thence west twelve hundred and six (1206) feet more or less to a point on the easterly line of Section Four (4), Township Sixteen (16) South, Range One (1) West, S. B. M.;

Thence south along said easterly line of said Section Four (4) as same is shown on said Partition Map no. "18th District, No. 280," five hundred ninety-nine (599) feet to the southeast corner of said Section Four (4);

Thence westerly along the southerly line of said Section Four (4) to an intersection with the north and south center line of the southeast quarter of said Section Four (4);

Thence northerly along the north and south center line of the southeast quarter of said Section Four (4) to an intersection with the east and west center line of the said southeast quarter of said Section Four (4);

Thence westerly along the said east and west center line of the southeast quarter of said Section Four (4) to an intersection with the north and south center line of said Section Four (4);

Thence northerly along the north and south center line of said Section Four (4) to an intersection with the east and west center line of said Section Four (4);

Thence westerly along the east and west center line of said Section Four (4) to an intersection with the north and south center line of the northwest quarter of said Section Four (4);

Thence northerly along the said north and south center line of the northwest quarter of said Section Four (4) to an intersection with the east and west center line of the southwest quarter of the northwest quarter of said Section Four (4);

Thence westerly along the said east and west center line of the southwest quarter of the northwest quarter of said Section Four (4) to an intersection with the westerly line of said Section Four (4);

Thence southerly along the westerly line of said Section Four (4) to an intersection with the east and west center line of Section Five (5), Township Sixteen (16) South, Range One (1) West, S. B. M., as said Section Five (5) is shown on said Partition Map No. "18th District, No. 280";

Thence westerly along the east and west center line of said Section Five (5) to an intersection with the westerly line of the Rancho El Cajon as same is shown on said Partition Map No. "18th District, No. 280;"

Thence southeasterly along said westerly line of said Rancho El Cajon to the point of beginning.

Dated at San Diego, California, this 3rd day of January, 1925.

F. and W. THUM COMPANY,
WILLIAM THUM, Pres.
MARGARET R. THUM, Secy.

That the distinct parcel or parcels of said land owned by each of the several petitioners hereto is that parcel or tract of land, the description of which is set out opposite to the signature attached hereto of each of said petitioners respectively.

Name	Description
Ed Fletcher	Parcels 2 and 3 of
Mary C. B. Fletcher	the above description

F. & W. Thum Company Parcel One by William Thum, Pres. (1) above Margaret R. Thum, Secy. described (SEAL)

State of California,)
County of San Diego, } ss.

On this 3rd day of January, A. D. 1925, before me, Lou B. Mathews, a notary public in and for said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Ed Fletcher and Mary C. B. Fletcher, personally known to me to be the persons whose names are subscribed to the within instrument and they duly acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the County of San Diego, the day and year in this certificate first above written.

LOU B. MATHEWS,
Notary Public in and for said County and State.

(SEAL)
My commission expires December 7th, 1926.

State of California,)
County of Los Angeles, } ss.

On this 14th day of January, 1925, before me, Caroline Schertz, a Notary Public in and for the County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared William Thum, known to me to be the president, and Margaret R. Thum, known to me to be the secretary of the F. & W. Thum Company, and to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county, the day and year in this certificate first above written.

CAROLINE SCHERTZ,
Notary Public in and for the County of Los Angeles, State of California.

(SEAL)

NOW, THEREFORE, notice is hereby given to all persons interested in or who may be affected by such change of boundaries of said La Mesa, Lemon Grove and Spring Valley Irrigation District to appear at the office of said Board of Directors on the 2nd day of March, 1925, at the hour of 7:30 p. m. and show cause in writing, if any they have, why the changes in boundaries as proposed in said petition should not be made and an order entered accordingly.

Filed January 19th, 1925.
JNO. C. SCOTT,
Secretary of the La Mesa, Lemon Grove and Spring Valley Irrigation District.

PETITION FOR THE INCLUSION OF LANDS

Ed Fletcher and Mary C. B. Fletcher, and the F. and W. Thum Company to La Mesa, Lemon Grove and Spring Valley Irrigation District.

The undersigned, Ed Fletcher and Mary C. B. Fletcher, and F. and W. Thum Company, your petitioners, have filed with the Board of Directors of said Irrigation District their joint petition praying that said territory so described and bounded be included and taken into said Irrigation District and that the boundaries of said District be changed accordingly, and respectfully allege:

FIRST. That they are the holders of title, or evidence of title, of all the following described real property situate in the County of San Diego, State of California, to-wit:

PARCEL 1

The fractional southeast quarter of Section Five (5), Township Sixteen (16) South, Range One (1) West, S. B. B. M.; the southwest quarter, the south half of the southwest quarter of the northwest quarter, the southwest quarter of the southeast quarter, all in Section Four (4), Township Sixteen (16) south, Range One (1) West, S. B. B. M.; the fractional northeast quarter of Section Eight (8), Township Sixteen (16) South, Range One (1) West, S. B. B. M.; the fractional north half of Section Nine (9), Township Sixteen (16) South, Range One (1) West, S. B. B. M.; all being in Tract Seven (7) of the lands of the Hill Estate as same is shown on the "Partition Map of that Portion of the Rancho El Cajon belonging to the Estate of James Hill," being map numbered "18th District, No. 280," filed in the office of the County Clerk of San Diego County, California, and an unnumbered lot lying immediately west of and adjoining Block Nine (9) of Subdivision of Tract "E" and "F" of Rancho El Cajon.

PARCEL 2

That portion of Tract Seven (7) of the lands of the Hill Estate of the Rancho El Cajon in the County of San Diego, State of California,

THIS AGREEMENT, made and entered into this 13th day of June, 1925, by and between CUYAMACA WATER COMPANY, a co-partnership, by ED FLETCHER, surviving partner, ED FLETCHER and C. F. STERN, parties of the First Part, and LA MESA, LEMON GROVE AND SPRING VALLEY IRRIGATION DISTRICT, an Irrigation District organized and existing under and by virtue of the Irrigation District laws of the State of California and situated wholly within the County of San Diego, within said State, Party of the Second Part,

W I T N E S S E T H :

THAT WHEREAS, heretofore and on the 5th day of April, 1924, said Cuyamaca Water Company did make, execute and deliver to said District a certain Agreement, wherein and whereby the said District was given an option to purchase for the sum of One Million, One Hundred Thousand (\$1,100,000) Dollars, all of the property described therein, and which said Agreement provided that at the option of the Board of Directors of said District, said Cuyamaca Water Company would take six per cent bonds of the District at not less than ninety-five (95) in payment of said property, said bonds to be certified for Savings Banks by the State Bonding Commission, and certified as to their legality by Dillon, Thompson & Clay, or other competent authority mutually agreed upon, and that said District should proceed with due diligence to submit to the electors of said District the issuance of said bonds, and that the entire transaction of purchase and sale of the said properties of the Cuyamaca Water Company should be consummated within Six months from the date of voting said bonds, otherwise such offer of sale was to be null

and void at the option of the Cuyamaca Water Company; and

WHEREAS, said District did thereafter submit to the electors of said District the question of issuing such bonds, and at an election held on the 7th day of November, 1924, the issuance of bonds of said District was approved by the electors of said District, and said District has proceeded with due diligence to consummate said transaction, but owing to unavoidable delays for which said District is in no wise responsible, due to legal proceedings and other matters, it has been found impossible to complete said transaction by the 7th day of May, 1925, and said Agreement has been extended by the Cuyamaca Water Company under date of April 23, 1925, until the 17th day of June, 1925, and all parties to said Agreement are willing that a further extension thereof should be given and accepted; and

WHEREAS, said Agreement of April 5, 1924, was further modified by that certain Agreement in writing dated May 4, 1925; and

WHEREAS, said Cuyamaca Water Company has not yet obtained from the Railroad Commission of the State of California the necessary permission to sell and transfer the said properties to the said District;

NOW, THEREFORE, for and in consideration of the premises, it is hereby agreed by and between the parties hereto as follows, to-wit:

ONE: Said La Mesa, Lemon Grove & Spring Valley Irrigation District hereby agrees to purchase, and said Cuyamaca Water Company hereby agrees to sell and convey to said District,

at and for the consideration and upon the terms in said agreement mentioned, all the properties, real and personal, described and set out in said Agreement, and all of the terms and conditions of said Agreement, as extended and modified on April 23, 1925, and on May 4, 1925, are hereby re-affirmed, and it is hereby mutually agreed between the parties that this contract of Purchase and Sale shall relate back to and be binding on the parties hereto from and after the 5th day of April, 1924, the same being the date of said original Agreement.

TWO: That the purchase price to be paid by said District for the said properties shall be the said sum of One Million, One Hundred Thousand (\$1,100,000) Dollars, as mentioned and set forth in said Agreement of date April 5th, 1924, plus such additional sums as are mentioned and set forth in the said modification Agreement of date May 4, 1925, hereinbefore referred to. And it is agreed that the said parties of the first part will accept the said amount of said properties, and they further agree that at a legal sale of the said bonds to be held in conformity with the provisions of law, they will at such sale bid not less than ninety-five (95) per cent of the principal of said bonds, plus accrued interest, in an amount sufficient to produce the purchase price of the said properties. It is understood, however, that the said District is to first procure the said bonds to be certified for investment by Savings Banks by the State Bonding Commission of the State of California, and will further procure a certificate as to the legality of the said bonds by O'Melveny, Millikin, Tuller & MacNeil, Attorneys at Law of Los Angeles, California, hereby mutually agreed upon as competent authority to make such certification. The said District further agrees to

obtain such certification from the State Bonding Commission and from the said Attorneys, and to complete and consummate the entire transaction for the purchase of said properties on or before six months from June 17, 1925, the expiration date of the last extension of said agreement.

THREE: It is further understood and agreed that in purchasing the said properties the said District takes the same subject to all litigation now pending or which may hereafter be brought at any time before the final consummation of said sale.

FOUR: In the event a settlement is made with the City of San Diego before the expiration of the time limited hereinbefore in addition to the terms and conditions specified and set forth in said option, and in order to enable the said District to carry out and complete a settlement with the City of San Diego under the terms and conditions as outlined by the Railroad Commission of the State of California in a certain letter dated the 24th day of February, 1925, and addressed to the Mayor and Common Council of the City of San Diego, it is hereby mutually agreed by and between the parties hereto as follows:

(a) That the said Cuyamaca Water Company, Ed Fletcher and G. F. Stern shall relinquish all hunting, fishing and boating rights and privileges on the Cuyamaca Lake, Fletcher Lake, Murray Reservoir and El Capitan Reservoir, when built, so as to enable the said District to lease said property to the City in accordance with said proposed plan of compromise, free and clear of all such reservation of said rights and privileges.

(b) That said Cuyamaca Water Company, Ed Fletcher and or G. F. Stern shall make, execute and deliver, either to said District, or to the City of San Diego, in the event of the

carrying out of said plan of settlement, by a good and sufficient conveyance, an easement of a one-hundred foot right of way over a strip of land above and adjacent to the high water contour of Cuyamaca Lake and El Capitan Reservoir and the one hundred and seventy-five foot contour line of the Fletcher Reservoir on lands owned by them, for police and sanitary purposes.

(c) That in consideration for the relinquishment and easement mentioned in Paragraphs (a) and (b) last above written, the District will grant to Ed Fletcher and C. F. Stern the right to farm, lease the lands, or create a lake for resort purposes, in Fletcher damsite and the flooded area until such time as the said site is required for use as an impounding reservoir either by said City or by said District; provided, also, that in the event said compromise settlement is carried out, the City shall retain control over the sanitation and may use the waters impounded in said reservoir in case of an emergency.

(d) Any such settlement agreement between the said District and said City of San Diego shall provide that said City shall acquire by lease or purchase the distribution system of the Cuyamaca Water Company, in the East San Diego, Normal Heights and Kensington Park territories now furnished with water by the Cuyamaca System at a price mutually agreeable to said Water Company and said City, or to be fixed by arbitration, and in the event that the said City of San Diego should carry out said compromise settlement and purchase said distribution systems, the Cuyamaca Water Company will waive and relinquish the right given it and contained in said option to purchase water from said Cuyamaca System after the consummation and carrying out of this contract of purchase and sale at the rate of nine (9¢) cents per hundred cubic feet, and will waive and relinquish all right

to purchase any water for supplying said above mentioned territories,

(e) In the event that said compromise with the City of San Diego is consummated, the said District hereby agrees to purchase, and the said Cuyamaca Water Company hereby agrees to sell, Mission Gorge damsite Number 3, and all lands flooded or controlled by said Cuyamaca Water Company, Ed Fletcher or C. F. Stern, or either or any of them, up to the Three Hundred (300) feet contour (being approximately three hundred (300) acres), together with all surface water filings, water rights, core drillings, records, etc., for the sum of One Hundred Twenty-five Thousand (\$125,000) Dollars.

FIVE: The obligation of the District to purchase and take over said property under this contract of Purchase and Sale is hereby made conditioned upon the said Cuyamaca Water Company obtaining from the State Railroad Commission of the State of California, authority to sell its said properties and to transfer the same to said District,

Deeds of Transfer of said properties are to be deposited in escrow with the Southern Title Guaranty Company of San Diego, under instructions to deliver the same to the said District upon payment of the purchase price aforesaid. Said Cuyamaca Water Company is to make said deposit of said deeds in escrow within sixty (60) days from date of order of said State Railroad Commission authorizing said Cuyamaca Water Company to make said transfer, or as soon thereafter as the said deposit can be made, with the exercise of all reasonable diligence on the part of said Cuyamaca Water Company, and said District agrees to join with said Cuyamaca Water Company in a request upon said Commission to make said order at the earliest possible date.

Said District further agrees to use all reasonable diligence to procure certificate of counsel as to the legality of said bonds as hereinbefore provided, and further in conformity with the provisions of law to advertise for sale, and to sell an amount of said bonds sufficient to produce the purchase price of said properties, all to

be done by said district as soon as the same can be brought about with the exercise of all reasonable diligence on the part of said district.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, however, that if for any reason whatsoever said purchase and sale cannot be, or is not consummated by December 17, 1925, then, and in that event this contract shall be null and void at the option of the parties of the first part. It is agreed that time is of the essence of this contract.

SIX: IT IS UNDERSTOOD AND AGREED that the said Cuyamaca Water Company shall be entitled to receive and retain the income of said properties up to the date of delivery of deeds of said properties in escrow, as in Paragraph V hereof provided. Upon the delivery of said deeds in escrow, the District shall be entitled to receive and retain the net income of said properties, and thereafter and until the said district shall take possession of the said properties, pursuant to this agreement, the district shall pay to the parties of the first part interest on the total purchase price and capital expenditures made as heretofore agreed upon herein, and in the agreement of May 4, 1925. Said interest shall be at the rate of Six (6%) per cent per annum, and shall be paid from the date when the district is entitled under this contract to receive such net income until the final consummation and issuance of the bonds of the district and completion of the purchase of said properties.

SEVEN: IT IS FURTHER UNDERSTOOD AND AGREED that all legal expenses, costs and fees including all attorney's fees incurred by the parties of the first part up to the time deeds of transfer

of said properties shall have been deposited in escrow as in Paragraph V hereof provided, shall be borne and paid for by the parties of the first part, and that all expenses, costs and fees incurred thereafter in connection with any litigation in respect to said properties shall be borne and paid for by the party of the second part.

EIGHT: It is understood and agreed further that the party of the second part accepts such titles as we have to rights-of-way, including the flume right-of-way, from the diverting dam to Murray dam, and said party of the first part shall not be asked to furnish a certificate of title to said rights-of-way above referred to.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their respective names, and the party of the second part has caused this instrument to be executed in its corporate name, by its President and attested by its Secretary, and its corporate seal to be hereunto affixed the day and year first above written.

CUYAMACA WATER COMPANY

By ED FLETCHER
Surviving Partner

ED FLETCHER

CHARLES F. STERN
Parties of the First Part.

LA MESA, LEMON GROVE & SPRING VALLEY IRRIGATION DISTRICT.

By J. H. HALLEY
President

Party of the Second Part.

CERTIFIED AS A TRUE COPY
Sam. J. Matthews
Secretary, Cuyamaca Water Company

Date June 13, 1925

(S E A L)
LA MESA, LEMON GROVE &
SPRING VALLEY IRRIGATION
DISTRICT

ATTEST:
JNO. C. SCOTT
Secretary.

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C O N T R A C T

THIS AGREEMENT, made and entered into this _____ day of August, 1925, by and between CUYAMACA WATER COMPANY, a Co-partnership, by ED FLETCHER, surviving partner, ED FLETCHER and C. F. STERN, parties of the first part, and LA MESA, LEMON GROVE AND SPRING VALLEY IRRIGATION DISTRICT, an Irrigation District organized and existing under and by virtue of the Irrigation District laws of the State of California and situated wholly within the County of San Diego, within said State, party of the second part;

W I T N E S S E T H :

THAT, WHEREAS, heretofore and on the 5th day of April, 1924, said Cuyamaca Water Company did make, execute and deliver to said District a certain Agreement, wherein and whereby the said District was given an option to purchase for the sum of One Million, One Hundred Thousand Dollars (\$1,100,000.00), all of the property described therein, and which said Agreement provided that at the option of the Board of Directors of said District, said Cuyamaca Water Company would take six per cent. bonds of the District at not less than ninety-five (95) in payment of said property, said bonds to be certified for Savings Banks by the State Bonding Commission, and certified as to their legality by Dillon, Thompson & Clay, or other competent authority mutually agreed upon, and that said District should proceed with due diligence to submit to the electors of said District the issuance of said bonds, and that the entire transaction of purchase and sale of the said properties of the Cuyamaca Water Company should be consummated within six months from the date of voting said bonds, otherwise such offer of sale was to be null and void at the option of the Cuyamaca Water Company; and

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WHEREAS, said District did thereafter submit to the electors of said District the question of issuing such bonds, and at an election held on the 7th day of November, 1924, the issuance of bonds of said District was approved by the electors of said District, and said District proceeded with due diligence to consummate said transaction, but owing to unavoidable delays for which said District was in no wise responsible, due to legal proceedings and other matters, it was found impossible to complete said transaction by the 7th day of May, 1925, and said Agreement was extended by the Cuyamaca Water Company under date of April 23rd, 1925, until the 17th day of June, 1925; and

WHEREAS, on the 13th day of June, 1925, the parties hereto made and entered into a further agreement in writing, wherein and whereby the said Cuyamaca Water Company agreed to make a deposit of the deeds of transfer of said properties in escrow within sixty (60) days from the date of the order of the Railroad Commission of the State of California authorizing said Cuyamaca Water Company to transfer said properties to the said District; and

WHEREAS, the said agreement further provided that upon the delivery in escrow, the District should be entitled to receive and retain the net income of said properties; and thereafter and until the said District should take possession of the said properties, the District should pay to the parties of the first part interest at the rate of six per cent (6%) per annum on the total purchase price and capital expenditures made as agreed upon therein, and in the agreements theretofore entered into, and said District should be entitled to receive the net income from the said system until the final consummation and completion of the purchase of the said properties; and

1 WHEREAS, on the 19th day of June, 1925, the first
2 parties deposited said deeds of transfer in escrow, in accordance
3 with the terms of their said contract, but owing to delays of the
4 Supreme Court to render a decision upon the validity of the
5 bonds heretofore issued by the said District, and owing to the
6 delay in further matters and things, for all of which the
7 District is in no wise to blame, the final transfer of the said
8 properties can not take place until some considerable time in
9 the future; and

10 WHEREAS, it is the desire of the said District to take
11 over the possession and operation of the said properties at this
12 time;

13 NOW, THEREFORE, in consideration of the premises, the
14 parties hereto hereby agree as follows:

15 1. All of the parties respectively agree that they
16 will each do all in their power to hasten the expedition of the
17 final consummation of the said transfer.

18 2. The parties of the first part agree that the said
19 District may take possession of and operate the said system and
20 property from and after the _____ day of _____,
21 1925, upon the following terms and conditions:

22 (a). Such transfer of possession shall not affect
23 any of the other rights of any of the parties, as contained in
24 their previous contracts.

25 (b). The parties of the first part are to be
26 privileged at any and all reasonable times to have access to
27 and inspection of all book records and engineering records
28 relating to said properties.

29 (c). The said District is not to incur any liability
30 for new construction, nor to make any changes in the said system,
31 without the written consent of one of the parties of the first
32 part.

1 (d). A monthly statement shall be rendered the first
2 parties by said District of all receipts and disbursements.

3 (e). Immediate notification is to be made to the first
4 parties by second party of any acts of third parties which might
5 affect them, or the said property adversely.

6 (f). Failure on the part of said District to keep and
7 perform all of the covenants herein contained shall work a for-
8 feiture of their right to retain possession of the said
9 properties.

10 (g). Should the said District fail to, or be unable
11 to, complete the purchase of the said system and pay the purchase
12 price thereof, they shall upon demand immediately surrender the
13 possession thereof to the parties of the first part, and account
14 in writing for their operation thereof.

15 (h).

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18 (i).

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26 IN WITNESS WHEREOF, etc.
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*See letter to Belcher
8/17/25.
filed safer La Mesa in book*

History

At San Diego, California.

To the Board of Directors of the
La Mesa, Lemon Grove & Spring Valley Irrigation District:

In the matter of the terms now pending in the negotiations between the La Mesa, Lemon Grove and Spring Valley Irrigation District and the City of San Diego, concerning waters of the San Diego River, and referring in this communication only to the amount of said waters which shall be allotted to said Irrigation District, the writer of this communication approves that portion of said pending agreement referring to the quantity of water and its use and to the assurance of protection of the rights of the said District to said waters as set forth in Paragraphs Six, Seven, Eight and Nine of said agreement, as reached between the agents of the city and the representatives of the Irrigation District on this Sixth day of August, 1925.

W. F. MCCLURE

State Engineer and Member of the
California Bond Certification
Commission.

The Irrigation District should complete the purchase of the properties of the Cuyamaca Water Company according to the terms of the present option, but subject to the following conditions:

1. The District will lease to the City all water producing, transmitting and storage facilities and appurtenant rights of way, easements, rights and privileges to be acquired by it from the Cuyamaca Water Company, together with all lands with all rights appurtenant thereto, which the District now owns or controls in the San Diego River watershed, excepting the distributing lines within or without the boundaries of the Irrigation district, to be used by the Irrigation District in furnishing water to the water consumers which the district undertakes to serve under this agreement; namely, - all present consumers of water of the Cuyamaca Water Company, other than those within the area of East San Diego, Kensington Park, Normal Heights and Teralta, and in consideration therefore the City will assume the obligation to pay a rental sufficient to meet the interest and sinking fund requirements of such bonds of the District as are used by said District in payment for the property acquired from the Cuyamaca Water Company by said District, plus interest at six percent (6%) on, and also a sinking fund requirement necessary to retire the sum of Eighty-five Thousand Dollars (\$85,000.00), in the same period of time for which the above mentioned bonds of the District are issued, for the payment for four hundred (400) acres of land below Santee now owned by the District. The City shall be given the option to purchase the property so leased at the expiration of said lease, or at any date when a sinking fund payment is due, the amounts paid as rental, which are creditable to sinking fund requirements, to be considered as payments on the purchase price; said purchase price to be price paid to the Cuyamaca Water Company by the District, plus Eighty-five Thousand Dollars (\$85,000.00) representing the purchase price of the lands now owned by the District on the San Diego River.
2. The District will assign to the City of San Diego all rights

(Miss E. L. T.)

and water rights in the San Diego River to be acquired by it from the Cuyamaca Water Company, and in addition thereto the District will assign to the City all water filings, riparian rights and water rights of whatever description which the District now owns or claims to own or may hereafter acquire, on the San Diego River watershed, and the District and the Cuyamaca Water Company and/or Ed Fletcher and/or Charles F. Stern will consent to the entry of judgment in favor of the City in the case now pending in the Superior Court of San Diego County entitled City of San Diego vs. Cuyamaca Water Company et al. No. _____.

3. The District will transfer to the City all lands acquired by it or that it may hereafter acquire from the Cuyamaca Water Company in the El Capitan Dam and Reservoir Site with all appurtenant rights for the sum of One Hundred Thousand Dollars (\$100,000.00).

4. The Cuyamaca Water Company and/or Ed Fletcher and/or Charles F. Stern will lease to the City under a lease and purchase agreement the distribution systems of the Cuyamaca Water Company now used in serving domestic water to the area known as East San Diego, Kensington Park, Normal Heights and Teralta, together with Mission Gorge Dam site No. 3, and all water rights appurtenant thereto; such lease and purchase agreement to run for Twenty (20) years, the annual rental to be six percent (6%) on, and the sinking fund requirements necessary to retire the sum of Three Hundred and Twenty-five Thousand Dollars (\$325,000.00) in Twenty (20) years, the City to have the option to purchase the properties so leased at the expiration of the lease, or at the time of the payment of any sinking fund requirement; the amounts paid as rental which are creditable to sinking fund requirements to be considered as payments on purchase price, the purchase price to be Three Hundred and Twenty-five Thousand Dollars (\$325,000.00), Two Hundred Thousand Dollars (\$200,000.00) for the distribution systems and One Hundred and Twenty-five Thousand Dollars (\$125,000.00) for Mission Gorge damsite No. 3.

It is understood that the \$200,000.00 above mentioned as the price of the distribution systems was made as of date of March 15th,

1925, and the Cuyamaca Water Company shall, in addition, be reimbursed for any expenditures since the date of March 15th, 1925 made with the approval of the city manager of the City of San Diego, in paving streets in Normal Heights together with any cost of new installation of services and meters that is considered a capital expenditure.

5. Cuyamaca Water Company and/or Ed Fletcher and/or Charles F. Stern will assign to the City of San Diego all water filings of any and every nature whatsoever on the San Diego River which they now own or control, directly or indirectly, together with all riparian rights below Fletcher, El Capitan or Mission Gorge No. 3 dams, or any water rights which they may hereafter acquire, directly or indirectly; also including all hunting, fishing and boating privileges on Cuyamaca, Fletcher, Murray or any other lakes within the control of the Cuyamaca Water Company, or which the City of San Diego may create, and will also grant to the City of San Diego for a period of ten (10) years from date, the option to buy at the actual purchase price paid for the same by the said Cuyamaca Water Company and/or Ed Fletcher and/or Charles F. Stern plus six (6) percent interest and taxes, any lands not specifically mentioned in this memorandum of agreement which the above described parties now own or control, directly or indirectly, or which they may hereafter acquire, the above referring to such lands as the city of San Diego in its capacity of water producer may reasonably need or require in its said enterprise for the following purposes, to-wit: damsites, reservoir sites, flowage lands, rights of way for road purposes and pipe lines or any lands above the high water contour of reservoirs necessary for police or sanitary purposes, but in no case will said Cuyamaca Water Company and/or Ed Fletcher and/or Charles F. Stern be required to sell any lands in excess of 100 feet distant from the high water line of any dam or dams that may be built.

6. The City will sell to the Irrigation District water for irrigation purposes at the rate of six cents (6¢) per thousand gallons, and water for domestic purposes at the rate of sixteen cents (16¢)

per thousand gallons, all deliveries of water to be made through master meters at conveniently located points.

Present consumers of water of the Cuyamaca Water Company in the area known as East San Diego, Normal Heights, Kensington Park and Teralta will be served by the City of San Diego from the sources of supply now used by the Cuyamaca Water Company. All other present consumers of water of the Cuyamaca Water Company will be served by the District from the sources of supply now used by the Cuyamaca Water Company. The District shall be entitled to purchase at the price agreed upon the present gravity safe yield of the Cuyamaca System of approximately three million gallons of water per day, plus such an additional amount of water as can be pumped from the El Monte Sands in excess of the present requirements of the territory known as East San Diego Normal Heights, Kensington Park and Teralta. When El Capitan Dam is built, in addition to the allocation of water above stated, the District shall have the right to purchase from the City of San Diego, at the price agreed upon, one-third of all the water developed by the City of San Diego on the San Diego River at El Capitan and San Vicente, if, as, and when, that development is made. Provided that this additional amount which the District shall have the right to purchase shall in no event exceed an yearly average delivery of six million (6,000,000) gallons of water per day. Any area within the District that is annexed to the City shall be deducted from the area of the District and the water requirements of the District shall be reduced proportionately. The above conditions are to continue indefinitely after the expiration of this present contract.

7. In the event the City of San Diego does not complete El Capitan dam to impound water to at least a depth of One hundred and forty (140) feet within three (3) years from the date of this contract, the District may construct a dam to impound water to a depth of One Hundred and fifty (150) feet upon the San Diego River at the Fletcher damsite according to plans and specifications to be furnished by the City of San Diego,

which dam will be taken over by the City at cost price, the cost price to be added to the cost of the other properties in the lease above referred to. In the event that the City of San Diego and the District cannot agree as to plan and type of dam to be constructed, this question to be left to the decision of a board of three competent engineers, one to be selected by the City, one by the District, and the third by the two engineers thus selected, the decision of this board to be binding. Furthermore, after El Capitan dam has been built to impound water to a depth of One Hundred and forty (140) feet by the City of San Diego, if the City of San Diego does not within twelve (12) years from date complete the work of raising the El Capitan dam to impound water to a depth of Two Hundred (200) feet, then the Irrigation District will have the right to construct a dam on the San Diego River at Fletcher damsite to impound water to a depth of One hundred and fifty (150) feet, according to plans and specifications to be furnished by the City of San Diego, which dam will be taken over by the City of San Diego at cost price, cost price to be added to the cost of the other property in the lease above referred to and this additional obligation to be assumed by the City. In the event that the City of San Diego and the District cannot agree as to plan and type of dam to be constructed, this question to be left to the decision of a board of three competent engineers, one to be selected by the City, one by the District, and the third by the two engineers thus selected, the decision of this board to be binding. The District to have the right to purchase the water developed at the rates above mentioned.

8. Arrangements will be agreed upon between the City and the District providing for the revision and adjustment of the rates set out above, to take care of any radical changes in economic conditions which cannot at present be foreseen, but which may possibly render the rates set out above unjust as against either party.

9. In periods of water shortage, curtailment of water use in the District and in the City shall be made in the same percentage. Cur-

tailment of water used in the District to be dependent upon action by the City actually curtailing total use within its limits.

10. If during the first Five (5) years of the lease period the City should desire to replace the Quail Canyon and Los Cocheros sections of the flume with siphons, the District will install them according to plans and specifications to be furnished by the City, and the cost thereof will be added to the lease and sale price of the system.

(Copy)

La Mesa, California.
September 1st, 1925.

Cuyamaca Water Company,
Ed Fletcher and
Charles F. Stern.

Gentlemen:

Referring to the contract executed between us under date of September 1st, 1925, it is understood that in any accounting (in the event of the surrender of the property as provided in subdivision (h) of Paragraph One of said contract), the La Mesa District shall only be entitled to be credited with such expenses and payments as shall have been made in the actual operation of the physical properties, not including as operating expenses any attorneys' fees or engineering expenses except such engineering expenses as may be incurred directly in connection with the said physical properties.

The District shall also be entitled to be credited with any expenses incurred by it for capital additions upon the said physical properties and for new construction as provided in subdivision (c) of Paragraph One of the above dated contract.

LA MESA, LEMON GROVE AND SPRING
VALLEY IRRIGATION DISTRICT.

By H. A. Hall
Pres.

John C. Scott, Secty.

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On this 22nd day of September 1925, before me, Mary M. Braiden a Notary Public in and for said County, personally appeared H.A.Hall, known to me to be the President, and John C. Scott, known to me to be the Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

Mary M. Braiden
Notary Public

C O N T R A C T

THIS AGREEMENT made and entered into as of the first day of September, 1925, by and between CUYAMACA WATER COMPANY, a Co-partnership, by Ed Fletcher, surviving partner, ED FLETCHER and C. F. STERN, parties of the first part, and LA MESA, LEMON GROVE AND SERING VALLEY IRRIGATION DISTRICT, an Irrigation District organized and existing under and by virtue of the Irrigation District laws of the State of California, and situated wholly within the County of San Diego, in the State of California, party of the second part;

W I T N E S S E T H :

THAT, WHEREAS, on the 5th day of April, 1924, the Cuyamaca Water Company did make, execute and deliver to said second party a certain agreement wherein and whereby the said second party was given an option to purchase for the sum of One Million, One Hundred Thousand Dollars (\$1,100,000.00), all of the property described in said option; and

WHEREAS, said option was accepted and exercised by the said second party, and the time for the completion of said option and the terms thereof were subsequently modified by agreements between the said parties, under date of April 23rd, 1925, May 4th, 1925, and June 13th, 1925, all of which said agreements are by this reference thereto, incorporated herein, and made a part of this agreement; and

WHEREAS, it is provided in the said agreements and option that the parties of the first part shall have and reserve certain hunting, fishing and boating privileges upon certain reservoirs described in said agreements, and it is now desired by the said parties to herein agree upon the terms and conditions governing the exercise and use of the

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said hunting, fishing and boating privileges, and to also agree upon certain reservations, exceptions and conditions not explicitly, definitely or fully stated in the said agreements hereinbefore referred to.

NOW, THEREFORE, in consideration of the premises, and the obligations and benefits respectively assumed and received by the said parties by reason of the said agreements hereinbefore mentioned, the parties hereto, in consideration thereof, do hereby covenant and agree as follows:

0. The said reservations shall be those contained in a letter from the Southern Title Guaranty Co. dated September 21st, 1925 and hereto attached.

1. That the parties of the first part in the exercise and enjoyment of the sole and exclusive right and privilege to hunt, fish and boat upon the Cuyamaca reservoir, and the Fletcher and El Capitan reservoirs when constructed, shall conform to the following regulations in respect thereto, to-wit:

(a). The first parties, their heirs and assigns, shall pay all costs and expenses incident to or connected with the licensing, regulation and maintenance of hunting, fishing and boating privileges upon the said reservoirs, and shall save and hold the second party safe and harmless from any charge or liability of any nature whatsoever by reason of the operation, maintenance and exercise by the first parties of their said hunting, fishing and boating privileges.

(b). The first parties agree to and are hereby required to conform to the sanitary regulations of the Board of Health of the State of California, and to permit no nuisance or pollution of the waters of said reservoirs in violation of any of the laws of the State of California.

(c). That the said first parties shall be, and they are hereby required and agree to keep true and accurate books of account showing all receipts and disbursements

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received, paid out or authorized by them in connection with the exercise by them of the said hunting, fishing and boating privileges, and shall pay to the second party twenty-five percent (25%) of such gross receipts. Said amount to be paid on the 15th day of each and every month during the period said parties shall retain and exercise said privileges from the gross receipts received during the preceding month.

(d). It is agreed by the parties hereto that the first parties, their heirs and assigns, shall have free, peaceful, and unobstructed access to said reservoirs at a convenient location for mooring of landing floats and boats, and for caring and maintaining the same, and for access to and from the same by licensees of the first parties to enjoy and exercise the said hunting, fishing and boating privileges.

(e). That the said lakes and reservoirs when constructed and completed, and during the period of said reservation shall be continuously open to licensees of the first parties at all times to exercise the said hunting, fishing and boating privileges at rates therefor to be established by the Board of Directors of the said Irrigation District; provided, however, that in the event the said parties are unable to agree upon the rates fixed by the Board of Directors for the licensees of the first parties to pay for the privilege of hunting, fishing and boating upon said reservoirs and lakes, as being proper rates therefor, then and in such an event the parties hereto agree to submit to arbitration in the usual manner the proper amount of rates to be charged. Both parties to

be bound by and accept the decision upon such arbitration.

(f). The first parties shall have the right to maintain all equipment upon and about the said reservoirs as in the judgment of the first parties shall be necessary or incident to the proper exercise by them and their licensees of the said hunting, fishing and boating privileges. Nothing herein contained shall be construed as in any way obligating said District to construct El Capitan dam or Fletcher dam.

IN WITNESS WHEREOF, the first parties have hereunto set their hands, and the District has caused these presents to be executed in its corporate name by its President and Secretary thereunto duly authorized, as of the day and year first herein written.

CUYAMACA WATER COMPANY

By Ed Fletcher
Surviving Partner

Ed Fletcher

C. F. Stern by Frank P. Flint,
his Attorney in fact.
Parties of the First Part

ATTEST:

John C. Scott
Secretary

LA MESA, LEMON GROVE AND SPRING
VALLEY IRRIGATION DISTRICT

By H. A. Hall
President
Party of the Second Part

Mr. Hall's and Mr. Scott's signatures acknowledged before
Mary M. Braiden September 22nd, 1925.

Mr. Fletcher's signature acknowledged by Adelaide Vogel Sept.
22nd, 1925.

Mr. Flint's signature acknowledged by Martha S. DuBois
September 18th, 1925.

THIS AGREEMENT made and entered into this _____ day of September, A. D. 1925, by and between CUYAMACA WATER COMPANY, a co-partnership, by Ed Fletcher, surviving partner, Ed FLETCHER and C. F. STERN, Parties of the First Part, and LA MESA, LEMON GROVE & SPRING VALLY IRRIGATION DISTRICT, an Irrigation District organized and existing under and by virtue of the Irrigation District laws of the State of California, and situated wholly within the County of San Diego, in the State of California, Party of the Second Part,

W I T N E S S E T H:

THAT, WHEREAS, Heretofore and on the 5th day of April, 1924, said Cuyamaca Water Company did make, execute and deliver to said District a certain Agreement wherein and where-by said District was given an option to purchase for the sum of One Million, One Hundred Thousand (\$1,100,000) Dollars, all of the property described in said option: and

WHEREAS, it was found impossible to complete the transaction by the 7th day of May, 1925, and said Agreement was extended by the Cuyamaca Water Company under date of April 23, 1925 until the 17th day of June, 1925; and

WHEREAS, on the 13th day of June, 1925, the parties hereto made and entered into a further Agreement in writing wherein and whereby it was agreed that the District should be entitled to take possession of the said properties and upon and after taking such possession the District should pay to the Parties of the First Part interest at the rate of six (6%) per cent per annum on the total purchase price and capital expenditures made as agreed upon therein and in the Agreements

theretofore entered into, and said District should be entitled to receive the net income from said System until the final consummation and completion of the purchase of said property; and

WHEREAS, it is the desire of all parties that the District should take over the possession and operation of said properties;

NOW, THEREFORE, in consideration of the premises the parties herto hereby agree as follows:

ONE: The parties of the first part agree that said District may take possession of and operate the said system and property from and after the _____ day of _____ 1925, and said District hereby agrees to so take over and operate said properties upon the following terms and conditions:

(a) Such ^{transfer} of possession shall not affect any of the other rights of any of the parties as contained in their previous contracts.

(b) The parties of the first part are to be privileged at any and all reasonable times to have access to and inspection of all books, records and engineering records relating to said properties.

(c) The said District shall not incur any liability for new construction, nor make any changes in said system without the written consent of one of the parties of the first part.

(d) The said District will do all in its power to hasten the final consummation of said transfer, and upon the final consummation of said transfer and the payment of the purchase price, all the terms and conditions of this Agreement shall become null and void.

(e) During the time that the District so has possession and operates said property, and up to the final consummation of the transfer of said property, a monthly statement shall be rendered to the first parties by said District showing all receipts and disbursements received and made by said District during the preceding month.

(f) The said District shall immediately notify the first parties of any acts of third parties which might affect them or the said property adversely.

(g) A failure on the part of said District to keep and perform all the covenants herein contained shall work a forfeiture of their right to retain possession of the said properties.

(h) Should the said District fail to or be unable to complete the purchase of said system and pay the purchase price therefor on or before the time granted by said contract of date June 13th, 1925, and hereinbefore referred to, or such further extension thereof as may be granted by said parties of the first part, said District shall upon demand immediately surrender the possession of said property to the parties of the first part and account in writing for their operation thereof.

(i) Said parties of the first part agree on their part that said District shall have full control of the operation and management of said properties subject to the terms and conditions herein contained, and shall have the right to retain and keep any and all net revenues derived from said property during the term that the same is operated by said District prior to the final consummation of said purchase and sale, and that they will not on their part interfere with or attempt to control the management and operation of said property during the said period.

IN WITNESS WHEREOF the first parties have hereunto set their hands, and the District has caused these presents to be executed in its corporate name by its President and Secretary thereunto duly authorized, the day and year first above written.

CUYAMACA WATER COMPANY,

By _____
Surviving Partner-

Parties of the First Part-

ATTEST:

LA MESA, LEMON GROVE & SPRING VALLEY
IRRIGATION DISTRICT

By _____
President-

Secretary-

Party of the Second Part-

THIS AGREEMENT, made and entered into this 17th day of December, 1925, by and between CUYAMACA WATER COMPANY, a co-partnership, by ED FLETCHER, surviving partner, ED FLETCHER and C. F. STERN, Parties of the First Part, and LA MESA, LEMON GROVE & SPRING VALLEY IRRIGATION DISTRICT, an Irrigation District organized and existing under and by virtue of the Irrigation District laws of the State of California, and situate wholly within the County of San Diego, in said State, Party of the Second Part,

W I T N E S S E T H:

THAT, WHEREAS, heretofore and on the 5th day of April, 1924, said Cuyamaca Water Company did make, execute and deliver to said District a certain agreement wherein and whereby said District was given an option to purchase for the sum of One Million, One Hundred Thousand Dollars (\$1,100,000.00) all the property therein described, and which said Agreement provided that the purchase and sale of said property should be consummated within six (6) months from the date of the voting of bonds by said District; and

WHEREAS said District did thereafter submit to the Electors of said District the question of issuing said bonds and at an election held on the 7th day of November, 1924, the issuance of said bonds of said District was approved by the Electors of said District, and said District has proceeded with due diligence to consummate said transaction, but owing to unavoidable delays for which said District is in no wise responsible, due to legal proceedings and other matters, it has been found impossible to complete said transaction by the 7th day of May, 1925, and said Agreement has been extended by the Cuyamaca

Water Company under date of April 23, 1925, until the 17th day of June, 1925, and thereafter and on the 13th day of June, 1925, a contract of purchase and sale was entered into between the parties hereto wherein and whereby said District agreed to purchase and Cuyamaca Water Company agreed to convey to said District, all of the property real and personal, described and set out in said Agreement of April 5, 1924, and said District was by said Agreement given up to and including six months from the 17th day of June, 1925, to complete and consummate the entire transaction for the purchase of said properties; and

WHEREAS on September 1, 1925, the parties hereto entered into an agreement modifying said contract of June 13, 1925, and providing, among other things, for the immediate delivery to the said District of possession of the properties covered by said contract of purchase and sale of June 13, 1925, and the said District since September 1, 1925, has been and now is in possession of and operating said properties; and

WHEREAS, due to further unavoidable delays for which said District is in no wise responsible, it has been found impossible to complete and consummate the entire transaction for the purchase of said properties on or before said six months from June 17, 1925, and it is the desire and wish of all parties hereto that the time for the completion of said transaction should be further extended until up to and including the 18th day of January, 1926, and said contract of purchase and sale dated June 13, 1925, be modified in that particular and in certain other particulars herein set forth;

NOW, THEREFORE, for and in consideration of the premises and of the sum of One Dollar in hand paid to said Parties of the First Part by said Party of the Second Part, receipt whereof is hereby acknowledged, it is hereby agreed by and between the parties hereto, as follows:

ONE: That the date provided for in said contract of date June 13, 1925, within which the entire transaction is to be completed and consummated and the purchase price of said properties paid, is hereby extended from December 17, 1925 to and including January 18, 1926, and said Party of the Second Part in hereby given and granted up to and including the 18th day of January, 1926, within which to complete and consummate the entire transaction for the purchase of said properties and the payment of the purchase price therefor. It is understood and agreed, however, that if for any reason whatsoever the said District does not complete the entire transaction for the purchase of said properties and make payment of the purchase price therefor on or before January 18, 1926, then and in that event this contract shall be null and void, at the option of the Parties of the First Part, it being agreed that time is of the essence of this contract.

TWO: It is further agreed by and between the parties hereto that said contract of June 13, 1925 is hereby modified by cancelling and striking out PARAGRAPH FOUR of said contract, said contract being amended to read as follows:

The District does grant to Ed Fletcher and Charles F. Stern the right to farm, lease the lands, or create a lake for resort purposes in Fletcher damsite and the flooded area until such time as the said site is required for use as an impounding reservoir by said District or its successors thereof, said District to retain control of the sanitation and may use the waters so impounded in said reservoir in case of emergency.

THREE: It is further understood and agreed that in all respects save as herein modified said contract of June 13, 1925 and said contract of September 1, 1925, shall be and

remain in full force and effect.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their respective names, and the party of the second part has caused this instrument to be executed in its corporate name, by its President and attested by its Secretary, and its corporate seal to be hereunto affixed the day and year first above written.

CUYAMACA WATER COMPANY

(S E A L)
LA MESA, LEMON
GROVE AND SPRING
VALLEY IRRIGATION
DISTRICT.

By ED FLETCHER
Surviving Partner

ED FLETCHER

CHARLES F. STERN
Parties of the First Part.

ATTEST:

LA MESA, LEMON GROVE & SPRING
VALLEY IRRIGATION DISTRICT

JNO. C. SCOTT
Secretary.

By J. H. HALLEY
President

Party of the Second Part.

THIS AGREEMENT, made and entered into this 17th day of December, 1925, by and between GUYAMACA WATER COMPANY, a co-partnership, by ED FLETCHER, surviving partner, ED FLETCHER and C. F. STERN, Parties of the First Part, and LA MESA, LEMON GROVE & SPRING VALLEY IRRIGATION DISTRICT, an Irrigation District organized and existing under and by virtue of the Irrigation District laws of the State of California, and situate wholly within the County of San Diego, in said State, Party of the Second Part,

W I T N E S S E T H:

THAT, WHEREAS, heretofore and on the 5th day of April, 1924, said Guyamaca Water Company did make, execute and deliver to said District a certain agreement wherein and whereby said District was given an option to purchase for the sum of One Million, One Hundred Thousand Dollars (\$1,100,000.00) all the property therein described, and which said Agreement provided that the purchase and sale of said property should be consummated within six (6) months from the date of the voting of bonds by said District; and

WHEREAS said District did thereafter submit to the Electors of said District the question of issuing said bonds and at an election held on the 7th day of November, 1924, the issuance of said bonds of said District was approved by the Electors of said District, and said District has proceeded with due diligence to consummate said transaction, but owing to unavoidable delays for which said District is in no wise responsible, due to legal proceedings and other matters, it has been found impossible to complete said transaction by the 7th day of May, 1925, and said Agreement has been extended by the Guyamaca

Water Company under date of April 23, 1925, until the 17th day of June, 1925, and thereafter and on the 13th day of June, 1925, a contract of purchase and sale was entered into between the parties hereto wherein and whereby said District agreed to purchase and Guyamaca Water Company agreed to convey to said District, all of the property real and personal, described and set out in said Agreement of April 5, 1924, and said District was by said Agreement given up to and including six months from the 17th day of June, 1925, to complete and consummate the entire transaction for the purchase of said properties; and

WHEREAS on September 1, 1925, the parties hereto entered into an agreement modifying said contract of June 13, 1925, and providing, among other things, for the immediate delivery to the said District of possession of the properties covered by said contract of purchase and sale of June 13, 1925, and the said District since September 1, 1925, has been and now is in possession of and operating said properties; and

WHEREAS, due to further unavoidable delays for which said District is in no wise responsible, it has been found impossible to complete and consummate the entire transaction for the purchase of said properties on or before said six months from June 17, 1925, and it is the desire and wish of all parties hereto that the time for the completion of said transaction should be further extended until up to and including the 18th day of January, 1926, and said contract of purchase and sale dated June 13, 1925, be modified in that particular and in certain other particulars herein set forth;

NOW, THEREFORE, for and in consideration of the premises and of the sum of One Dollar in hand paid to said Parties of the First Part by said Party of the Second Part, receipt whereof is hereby acknowledged, it is hereby agreed by and between the parties hereto, as follows:

ONE: That the date provided for in said contract of date June 13, 1925, within which the entire transaction is to be completed and consummated and the purchase price of said properties paid, is hereby extended from December 17, 1925 to and including January 18, 1926, and said Party of the Second Part in hereby given and granted up to and including the 18th day of January, 1926, within which to complete and consummate the entire transaction for the purchase of said properties and the payment of the purchase price therefor. It is understood and agreed, however, that if for any reason whatsoever the said District does not complete the entire transaction for the purchase of said properties and make payment of the purchase price therefor on or before January 18, 1926, then and in that event this contract shall be null and void, at the option of the Parties of the First Part, it being agreed that time is of the essence of this contract.

TWO: It is further agreed by and between the parties hereto that said contract of June 13, 1925 is hereby modified by cancelling and striking out PARAGRAPH FOUR of said contract, said contract being amended to read as follows:

The District does grant to Ed Fletcher and Charles F. Stern the right to farm, lease the lands, or create a lake for resort purposes in Fletcher damsite and the flooded area until such time as the said site is required for use as an impounding reservoir by said District or its successors thereof, said District to retain control of the sanitation and may use the waters so impounded in said reservoir in case of emergency.

THREE: It is further understood and agreed that in all respects save as herein modified said contract of June 13, 1925 and said contract of September 1, 1925, shall be and

remain in full force and effect.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their respective names, and the party of the second part has caused this instrument to be executed in its corporate name, by its President and attested by its Secretary, and its corporate seal to be hereunto affixed the day and year first above written.

CUYAMACA WATER COMPANY

(S E A L)
LA MESA, LEMON
GROVE AND SPRING
VALLEY IRRIGATION
DISTRICT.

By ED FLETCHER
Surviving Partner

ED FLETCHER

CHARLES F. STERN
Parties of the First Part.

ATTEST:

LA MESA, LEMON GROVE & SPRING
VALLEY IRRIGATION DISTRICT

JNO. C. SCOTT
Secretary.

By J. H. HALLEY
President

Party of the Second Part.

Original recorded.

OPTION TO PURCHASE MISSION GORGE SITE NO. 3

We, THE CUYAMACA WATER COMPANY, a co-partnership, and ED FLETCHER, individually, parties of the first part, do by these presents GRANT to LA MESA, LEMON GROVE AND SPRING VALLEY IRRIGATION DISTRICT, a public corporation organized under the California Irrigation District act, party of the second part, for a valuable consideration, an OPTION to purchase at any time within five (5) years from date of April 5, 1924, the property known as "MISSION GORGE DAM SITE AND RESERVOIR NO. 3", situated on the San Diego River in the County of San Diego, State of California, consisting of all lands now owned by said parties of the first part which will be flooded within said reservoir above said dam site below the three hundred thirty foot (330') contour line; together with all surveys, water rights, core drillings, records, etc., relating thereto. In consideration for the transfer thereof said second party will pay the sum of One Hundred Fifty Thousand Dollars (\$150,000.00), together with interest thereon at the rate of six per cent (6%) per annum from and after the 5th day of April, 1924, plus taxes accruing against said property after said last named date; provided that said sum and interest and taxes shall be payable when and if this option is exercised, and it is understood that the party of the second part is under no obligation unless it sees fit to exercise this option.

The real property included in this option is more particularly described as follows:

All that portion of the following described land lying and being within what is known as Mission Gorge Reservoir Site No. 3 and below an elevation of 330 feet above sea level, United States Geological Survey datum; Lot "B", the East half of Lot "F", and undivided one-half interest in Lot "C", and that portion of Lot "E" lying Northeasterly of a line running parallel with and 500 feet measured at right angles, to and Southwesterly from the base line of what is known as Mission Gorge Dam Site No. 3, said base line running North 44°29' West from a point which bears North 11° 14' West 4318.0 feet from the Southeast corner of said Lot "E" as said Lots are shown on Referees Partition Map of a portion of Lot 70 of Ex Mission Rancho, San Diego County, California, filed in Case No. 15191 in the office of the Clerk of the Superior Court of said County.

Also an acre of land for caretaker's house and ground to be as conveniently located as is practicable.

It is one of the conditions of this option that in the event of the exercise of said option and the construction of a dam at said Mission Gorge Dam Site No. 3, the hunting, fishing and boating privileges of said reservoir shall be open to the public, subject to the usual restrictions and conditions placed on all other lakes by the district or by the City Council should the City of San Diego acquire said property.

This option is given in confirmation of the option included in that certain option agreement of date April 5, 1924, executed by and between the parties hereto.

This option for sale is subject to the approval of the Railroad Commission of the State of California, before the transfer can be finally consummated.

DATED this 10th day of February, 1926.

Approved:
La Mesa, Lemon Grove & Spring
VALLEY IRRIGATION DISTRICT

BY: H. A. HALL, President
JOHN C. SCOTT, Secretary.

THE CUYAMACA WATER COMPANY
By Ed Fletcher Manager

State of California, }
County of San Diego. } ss.

On this 10th day of February A. D., 1926, before me,
Katherine L. May a Notary Public in and for the said
County of San Diego, State of California, residing therein, duly commissioned and
sworn, personally appeared Ed Fletcher

..... personally known to me to
be the person....whose name is subscribed to the within Instrument, and
duly acknowledged to me that...he...executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal
at my office in the County of San Diego, the day and year in this certificate first
above written.

Katherine L. May

Notary Public in and for the County of San Diego, State of California

My Commission expires Oct 2, 1929

State of California,
COUNTY OF SAN DIEGO

} ss.

On this 10th day of February A. D., 1926, before me,

Katherine L. May a Notary Public in and for

said County of San Diego, State of California, residing therein, duly commissioned and

sworn, personally appeared H. A. Hall

known to me to be the _____ President, and John C. Scott

known to me to be the _____ Secretary of the Quasi Municipal Corporation that executed the within

instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, at my office in the County of San Diego, the day and year in this certificate first above written.

.....
Notary Public in and for San Diego County, State of California.

*Original
in Board in
Normal Heights*

C. J. J.

RESOLVED THAT:

If the Cuyamaca Water Company will sell its distribution lines in Normal Heights at a price to be agreed upon by C. Harritt, Engineer of the Water Company, and Fred Rhodes, City Manager of San Diego, and will also assign to the City the contract by the La Mesa Etc. Irrigation District, whereby water is supplied at nine cents (9¢) per 100 cubic feet, that the City take the same on a lease contract covering a twenty-year period, plus six per cent (6%) interest on the cost thereof, the same to be paid on deferred payments, and from the present and future net receipts in the operation of this system, there is every indication that the profits derived from the selling price over and above the purchase price of said water will within a twenty-year period pay the purchase price and any necessary improvements for the reason that the water could be furnished to the residents of Normal Heights at fifteen cents (15¢) (the price of water to the consumer in the City) instead of twenty-six (26¢) cents, which the consumers in Normal Heights are now paying;

And provided further that if said Harritt and Rhodes cannot agree upon the value of the said distribution system, that then a third engineer shall be selected by the two and the decision of the majority of the three shall be final;

And provided further, that if the said engineers cannot make satisfactory appraisal that then and in that event the Railroad Commission shall make an appraisal which shall be final.

As an additional reason why the City should act upon this proposition, if it shall be made, it is apparent that it would save the City from any bonded indebtedness whatever, and from the expenditure of any money except that derived from the sale of water in said District, and would, at the same time, avoid the cost to the residents of said District of approximately \$130.00 per lot.

Passed by the following vote, December 1, 1925.

Unanimously —

NORMAL HEIGHTS DISTRICT ASSEMBLY,

By Clark A. Braly President.

_____ Secretary.

On motion of Director Hall, seconded by Director Robinson, the following Resolution was adopted:

RESOLVED, that the President and Secretary of La Mesa, Lemon Grove & Spring Valley Irrigation District be and they are hereby authorized to consent in writing to the transfer of the existing contract between Cuyamaca Water Company and said District for water furnished and to be furnished to the East San Diego, Norman Heights and Kensington Park District. This consent is given, however, on the express understanding and in consideration that the assignee of said contract take the same subject to the understanding upon which said contract is now held by said Cuyamaca Water Company, to-wit: that the District shall not be obligated at any time to furnish more in any one year than the equivalent of a uniform flow of one million gallons of water per day. Nothing herein contained, however, shall prevent the District, - if it at any time has any surplus water, from furnishing such water to said territory on a yearly contract at rates that may be agreed upon.

La Mesa Dec 28th 1925-

Water History

Mr. Lighty
Main 4722
350A

The following Resolution authorizing transfer of the Cuyamaca Water Company Contract to the City of San Diego was presented by H. A. Hall who moved the adoption of same. Said motion duly second and carried. X

RESOLUTION NO. _____

RESOLVED, that the President and Secretary of La Mesa, Lemon Grove & Spring Valley Irrigation District be and they are hereby authorized to consent in writing to the transfer of the existing contract between Cuyamaca Water Company and said District for water furnished and to be furnished to the East San Diego, Normal Heights and Kensington Park District. This consent is given, however, on the express understanding and in consideration that the assignee of said contract take the same subject to the understanding upon which said contract is now held by said Cuyamaca Water Company, to-wit: that the District shall not be obligated at any time to furnish more in any one year than the equivalent of a uniform flow of one million gallons of water per day. Nothing herein contained, however, shall prevent the District, if it at any time has any surplus water, from furnishing such water to said territory on a yearly contract at rates that may be agreed upon.

The vote on above resolution was as follows :

J. H. Halley,	Yes
H. A. Hall	Yes
J. H. Barry	Yes
Ira C. Robinson	Yes
H. L. Russell	Yes

Dec 28/25

All members voting "Yes", the President declared same adopted.

RECORD OF EVIDENCE RECEIVED ON HEARING
FOR EXCLUSION OF LANDS OF ED FLETCHER

Mr. Stearns: "Are there any protests to the exclusion of the Fletcher lands?"

Mr. Scott: "No, sir."

Mr. Stearns: "Mr. Sloane, where is your witness?"

Mr. Sloane: "May I have a copy of the petition? I think probably Mr. King knows as much about this as I do. Are you willing to testify to the truth?"

Mr. King: "The whole truth and nothing but the truth."

Mr. Sloane: "No objection to having Mr. King testify?"

Mr. Stearns: "No, come forward and be sworn, Mr. King."

Mr. Hall: "Do you solemnly swear to tell the truth, the whole truth and nothing but the truth on this examination?"

Mr. King: "I do. May I sit down?"

Mr. Sloane: "There is on file a petition of Ed Fletcher for the exclusion of certain lands in the district, with the description set forth in full. Are you acquainted with the particular property which is described in this petition?"

Mr. King: "I am."

Mr. Sloane: "In order that the Board may know just exactly where it is can you describe it in a general way?"

Mr. King: "It is a portion of the so-called Thum-Fletcher land (pointing out on the map where it is located) a jagged line around East, approximately like that. I would describe it roughly as the easterly portion of the Fletcher-Thum tract."

Mr. Hall: "Lying on the easterly slope of the hill?"

Mr. King: "On the easterly slope of the hill and running down to the San Diego & Arizona Railroad track."

Mr. Robinson: "A definite line?"

Mr. King: "A definite line described by metes and bounds."

Mr. Sloane: "Is that land, in your opinion, is it essential to the success and welfare of the district, that it remain in the district?"

Mr. King: "It is not. I tried to plead with Col. Fletcher not to put it in in the first place, for the reason that it is expensive and difficult to serve from our present system, the works of the district and is not particularly good land."

Mr. Sloane: "In your opinion as an engineer, would it be a matter of economy to the district if that land were excluded?"

Mr. King: "It would."

Mr. Sloane: "Can you think of any way in which it would not be to the best interest of the district to have that land excluded?"

Mr. King: "No, I think it would be to the advantage of the district to exclude that land. Besides that it is possible -- I think Colonel Fletcher has prospected, and tells me that he can put down wells in the valley there and get some water for that land independent of the district, so that is another reason why it is just as well to take it out as far as he is concerned and a great deal better as far as the district's works are concerned."

Mr. Sloane: "That is all I have to offer."

Mr. Hall:to Mr. Stearns: "Do you wish to cross examine him?"

Mr. Stearns: "I am afraid to. I might ask this question - the land that is asked to be excluded is susceptible of irrigation from a common source?"

Mr. King: "It can be served from our system but at a rather excessive cost compared to other lands in the district."

Mr. Stearns: "Would it involve building a long line to reach it?"

Mr. King: "Rather a long line and thru rather difficult

country."

Mr. Stearns: "Would we have to pump water up to it?"

Mr. King: "A portion of it, in fact the only economical way to serve the portions lying below the gravity level would be to pump water, or it would take a double supply line."

Mr. Stearns: "And you think it would be to the best interest of the district to exclude this land, do you?"

Mr. King: "I do."

Mr. Barry: "I move that the land be excluded."

Seconded by Mr. Russell.

Mr. Hall: "You have heard it moved and seconded that the lands of Col. Fletcher as described in this petition be excluded from the district. All in favor signify by saying 'Aye'."

All Directors: "Aye."

Mr. Hall: "So ordered."

Mr. Stearns: "Mr. Sloane, you may prepare the order for the exclusion."

The foregoing comprises a full, true and correct transcript of the evidence taken before the Board of Directors of La Mesa, Lemon Grove and Spring Valley Irrigation District, November 1st, 1926 upon the hearing of petition of Ed Fletcher for the exclusion of certain lands from said district. The same was by me there taken down in shorthand and has been transcribed as hereinabove appears.

File 1000

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MEMORANDA FOR OUTLINE OF INITIATION OF PROJECT FOR SALE OF ITS WATER SYSTEM BY THE CUYAMACA WATER COMPANY, A PARTNERSHIP, TO LA MESA, LEMON GROVE AND SPRING VALLEY IRRIGATION DISTRICT, A PUBLIC CORPORATION.

(1) Let the Cuyamaca Company make in detail its proposition as to the Water System it proposes to sell fully completed with such surveys, examinations, drawings and plans as shall furnish the proper basis for an examination of cost to be made by the District Engineer as provided in Section 30 of the Irrigation District Act relating to the issuance of bonds etc. Accompanying this proposition to sell, the Cuyamaca Company may properly suggest to the District that it will advance for the District to the State Engineer in the first instance the cost of his examination and report, one-half thereof to be refunded as hereinafter stated.

That as to price the Company will be content to abide the final estimate of the cost of the system as shall be made by the State Engineer as provided for in Section 30 of the Irrigation District Act, in case that at an election duly held as contemplated by Section 30 of the Irrigation District Act, such proposition to acquire said system including the amount of bonds proposed to be issued for such purpose, shall be carried by the vote of the electors of the District; Provided, however, that if for any reason, in the exercise of its judgment and discretion the Board of Directors of said District shall not declare such project feasible, or shall not be petitioned as provided by law to submit it to the electors of the District or, if submitted, the proposition shall not be accepted by the majority vote of the electors, then said Board shall refund to said Cuyamaca Company one-half of the money advanced by said Company to the District for meeting the cost of examination and report on the project by the State Engineer.

(2) In connection with the proposition on the part of the Cuyamaca Company, it would be proper for it to suggest to the Board of Directors of the District that said Company will

Sheet
att
old
Bonds

P. R. Combs
approval

Validity of Bonds

near

See words & phrases

See Sec 8

1 procure the filing by the owners of one-half or more of a body
2 or bodies of land adjacent to the present boundaries of the
3 irrigation district which are contiguous, and aggregating not
4 less than _____ acres, of a petition or petitions in
5 writing praying that the boundaries of the District may be so
6 changed as to include their lands, executed and acknowledged in
7 all respects as provided in section 86 of the Irrigation
8 District Act, subject solely, however, to the express condition
9 precedent, that no action shall be taken thereon, unless and
10 until, the majority of the votes of the electors of said
11 District cast at an election duly held, shall be in favor of
12 the purchase of said Water System and the issuance of bonds
13 therefor. Should such proposition not carry at such election
14 then said petition or petitions to be withdrawable and void;
15 but should it carry, then said petitions shall become absolute
16 and irrevocable.

adjoining

17 (3) Upon receipt of a proposition framed substantially
18 as above, the Board of Directors of the Irrigation District, if
19 it shall regard the proposition favorably, could pass a reso-
20 lution that it enter upon the consideration of said project in
21 the manner and form prescribed by law, provided that the
22 District be first indemnified by said Company against the costs
23 of examination of, and report upon the project by the advance
24 to the State Engineer for the District of such costs, subject
25 to the following obligation of the District, to-wit; one-half
26 of the amount so advanced shall be refunded by the District if
27 the Board of Directors, after examination and report of the
28 State Engineer, shall not, by its resolution, declare that the
29 supply of water under the proposed system is sufficient; or
30 that the project is not feasible, and shall not make an order
31 determining the amount of bonds that shall be issued to raise
32 the amount of money needed for purchase of said system, as pro-
33 vided in Section 30 of the Irrigation District Act, or in case
when petitioned as provided by law the majority of the electors
shall not vote in favor of said proposition to acquire said
system.

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MEMORANDA FOR OUTLINE OF
INITIATION OF PROJECT FOR SALE
OF ITS WATER SYSTEM BY THE
CUYAMACA WATER COMPANY, A PART-
NERSHIP, TO LA MESA, LEMON GROVE
AND SPRING VALLEY IRRIGATION
DISTRICT, A PUBLIC CORPORATION.

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History

Application No. 4928 (Tuolumne County) Oakland Piedmont Council of Boy Scouts of America c/o W. J. Demas, Sec'y. 221 Thayer Bldg., Oakland, Calif. for 0.1 cubic foot per second from Middle Fork Tuolumne River, tributary to Tuolumne River, tributary to Tuolumne River. To be diverted in Sec. 15, T 1 S, R 19 E. M. D. M. for domestic purposes at camp in Sec. 10 T 1 S, R 19 E. M. D. M. Estimated cost \$2,050.00.

Application No. 4929 (San Diego County) La Mesa, Lemon Grove & Spring Valley Irrigation Dist. Attention T. H. King, 121 S. Spring St. La Mesa, Calif., for 50 cubic foot per second and 18,000 acre foot per annum from Santa Ysabel Creek tributary to San Dieguito River. To be diverted in Sec. 19, T 12 S, R 3 E. S. B. M. for irrigation and domestic purposes on 18,000 acres in District.

Application No. 4930 (Eldorado County) C. N. Herndon et al. 2458 - 41st Street, Sacramento, Calif., for .009 cubic foot per second from unnamed stream, tributary to South Fk. American River. To be diverted in Sec. 23, T 11 N, R. 15 E. M. D. M. for domestic purposes on Lots 1 to 9 inclusive, of 34 Miles Stone Group, El Dorado Nat'l. Forest Secs. 23 and 26, T 11 N, R. 15 E. M. D. M. Estimated cost \$125.00.

Application No. 4931 (San Bernardino County) Lead Mining Co. c/o E. H. Hughes, Mgr. P. O. Box 193, Trona, Calif., for .005 cubic foot per second from 6 unnamed springs, tributary to Thompson Canyon and Panamint Valley. To be diverted in Sec. 17, T 20 S, R 42 E. M. D. M. for mining and domestic purposes in Sec. 2 T 20 S, R 42 E. M. D. M. Estimated cost \$3,000.00.

Application No. 4932 (Inyo County) G. W. Peer, 2440 E 56th Street, Los Angeles, Calif., for 10 cubic foot per second from Series of small springs in Addie Canyon, tributary to Saline Valley Watershed. To be diverted in Sec. 3, T 12 S. R 57 E. M. D. M. for mining and domestic purposes.

Application No. 4933 (Inyo County) American Trona Corporation, R. K. Oberteuffer, Trona, Calif., for .0198 cubic foot per second from Rattlesnake Spring, tributary to Searles Lake. To be diverted in Sec. 2, T 24 S, R 42 E. M. D. M. for mining and domestic purposes in Secs. 17, 22, 28; T 24 S, R. 43 E. Estimated cost \$2,000.00.

Application No. 4934 (Inyo County) American Trona Corp., R. K. Oberteuffer, Trona, Calif. for .0226 cubic foot per second from Argus Spring, tributary to Searles Lake. To be diverted in Sec. 10, T 24 S, R 42 E. M. D. M. for mining and domestic purposes in Secs. 17, 22, 28, T 25 S. R 43 E. M. D. M. Estimated cost \$3,000.00.

Application No. 4935 (Inyo County) American Trona Corp. R. K. Oberteuffer, Trona, Calif., for .0072 cubic foot per second from Willow Spring, tributary to Searles Lake. To be diverted in Sec. 13, T 24 S. R. 42 E. M. D. M. for mining and domestic purposes in 17, 22, 28, T 25 S, R 43 E. M. D. M. Estimated cost \$1,950.00.

March 1, 1926.

EDWARD HYATT, JR.
CHIEF OF DIVISION OF WATER RIGHTS

History

Application No. 4928 (Tuolumne County) Oakland Piedmont Council of Boy Scouts of America c/o W. J. Demas, Sec'y. 221 Thayer Bldg., Oakland, Calif. for 0.1 cubic foot per second from Middle Fork Tuolumne River, tributary to Tuolumne River, tributary to Tuolumne River. To be diverted in Sec. 15, T 1 S, R 19 E. M. D. M. for domestic purposes at camp in Sec. 10 T 1 S, R 19 E. M. D. M. Estimated cost \$2,050.00.

Application No. 4929 (San Diego County) La Mesa, Lemon Grove & Spring Valley Irrigation Dist. Attention T. H. King, 121 S. Spring St. La Mesa, Calif., for 50 cubic foot per second and 18,000 acre feet per annum from Santa Ysabel Creek tributary to San Diego River. To be diverted in Sec. 19, T 12 S, R 3 E. S. B. M. for irrigation and domestic purposes on 18,000 acres in District.

Application No. 4930 (Eldorado County) C. N. Herndon et al. 2458 - 41st Street, Sacramento, Calif., for .009 cubic foot per second from unnamed stream, tributary to South Fork American River. To be diverted in Sec. 23, T 11 N, R. 15 E. M. D. M. for domestic purposes on Lots 1 to 9 inclusive, of 84 Miles Stone Group, El Dorado Nat'l. Forest Secs. 23 and 26, T 11 N, R. 15 E. M. D. M. Estimated cost \$125.00.

Application No. 4931 (San Bernardino County) Lead Mining Co. c/o E. H. Hughes, Mgr. P. O. Box 193, Trona, Calif., for .005 cubic foot per second from 6 unnamed springs, tributary to Thompson Canyon and Panamint Valley. To be diverted in Sec. 17, T 20 S, R 42 E. M. D. M. for mining and domestic purposes in Sec. 2 T 20 S, R 42 E. M. D. M. Estimated cost \$3,000.00.

Application No. 4932 (Inyo County) G. W. Poor, 2440 E 56th Street, Los Angeles, Calif., for 10 cubic foot per second from Series of small springs in Little Canyon, tributary to Saline Valley Watershed. To be diverted in Sec. 3, T 12 S, R 37 E. M. D. M. for mining and domestic purposes.

Application No. 4933 (Inyo County) American Trona Corporation, R. K. Oberteuffer, Trona, Calif., for .0198 cubic foot per second from Rattlesnake Spring, tributary to Searles Lake. To be diverted in Sec. 2, T 24 S, R 42 E. M. D. M. for mining and domestic purposes in Secs. 17, 22, 28, T 24 S, R. 43 E. Estimated cost \$2,000.00.

Application No. 4934 (Inyo County) American Trona Corp., R. K. Oberteuffer, Trona, Calif. for .0226 cubic foot per second from Argus Spring, tributary to Searles Lake. To be diverted in Sec. 10, T 24 S, R 42 E. M. D. M. for mining and domestic purposes in Secs. 17, 22, 28, T 25 S, R 43 E. M. D. M. Estimated cost \$3,000.00.

Application No. 4935 (Inyo County) American Trona Corp., R. K. Oberteuffer, Trona, Calif., for .0072 cubic foot per second from Willow Spring, tributary to Searles Lake. To be diverted in Sec. 13, T 24 S, R. 42 E. M. D. M. for mining and domestic purposes in 17, 22, 28, T 25 S, R 43 E. M. D. M. Estimated cost \$1,950.00.

March 1, 1936.

EDWARD H. HATT, JR.
CHIEF OF DIVISION OF WATER RIGHTS

RESOLUTION

WHEREAS, the City of San Diego has for many years been engaged in litigation with the La Mesa, Lemon Grove and Spring Valley Irrigation District, relative to the water of the San Diego River, and

WHEREAS, said litigation, although in the main concluded, still exists to the extent that the city still is impeded in the construction of necessary dams and reservoirs, and

WHEREAS, the Irrigation District has on several occasions proposed compromises to the City of San Diego which were not acceptable, and

WHEREAS, the people of the City of San Diego have never at any time desired to injure or deprive the people of said Irrigation District of necessary water but have only desired a free hand in the development of the hitherto undeveloped waters of the San Diego River;
NOW THEREFORE

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SAN DIEGO as follows:

That the City Council will propose to the said Irrigation District a settlement of all differences and that for such purpose it be agreed:

1. That the City of San Diego will buy the Murray Dam and Reservoir property owned by the District and pay the District therefor the sum of \$150,000.00.

2. The Irrigation District will convey to the City of San Diego, without any further consideration, except that which flows from the other obligations herein agreed upon and assumed:

(a) The El Capitan Dam Site and all lands within and adjacent to the proposed El Capitan reservoir or owned by the District.

(b) Five Hundred acres of water bearing gravels lying above and below and adjacent to the El Monte Pumping Plant and including such El Monte Pumping Plant, and all lands in the San Diego River bottom, lying between El Capitan Dam Site and Lakeside.

(c) The Mission Gorge Dam and No. 3, together with all surveys and lands now owned by the Cuyamaca Water Company to the 330 foot contour.

(d) All rights of the District to the Fletcher Dam or in Reservoir lands.

(e) Cuyamaca Dam and reservoir lands, approximately 1100 acres of land, whatever the District owns, subject to the hunting, fishing and boating rights heretofore granted to the Cuyamaca Water Company, which contract has approximately ten years to run.

(f) The diverting dam, near the mouth of Boulder Creek, all rights of way, entire flume line which includes San Creek, South Fork, and Chocolate, steel and concrete syphons, and all of the distribution lines of the Irrigation District, including also Murray Hill, Eucalyptus and Mt. Helix Reservoir.

3. The City will purchase the 400 or 500 acres of land owned by the District within the Mission Gorge Reservoir site, if it decides to build a reservoir at such site, the price to be paid therefor to be the average of similar lands, and, if the parties are unable to agree as to such price, the same will be submitted to arbitration in the usual way.

4. The Irrigation District will pay all of its own outstanding bonds, both principal and interest.

5. The City agrees that it will, to the extent that it is possible to do so, with the distribution facilities which are by the District conveyed to the City, furnish water to the District consumers under such conditions,

regulations and rates at which water is now furnished by the District, which rates are understood to be as follows, to-wit: 15¢ per hundred cubic feet per month for the first thousand feet per month; 10¢ per hundred cubic feet for the next 2,000 feet per month; 6¢ per hundred cubic feet per month for all over and above 3,000 feet.

6. It is recognized, however, that the main flume line now owned by the District will, of necessity, be rebuilt within about five years and it is agreed that, when the time comes to rebuild the said main flume, the cost of construction or replacement, the pipe lines to render the same service now rendered by such flumes, with the cost of such reconstruction or replacement by pipe lines, is to be borne by the City and the Irrigation District in proportion to its use each year by the City and the District. The reconstruction of such flume or conduit shall be financed by the City of San Diego, in the first instance, and the District's proportion of such cost shall be paid annually $1/40$ part, with 5% interest each year, provided that, should the City issue bonds for the purpose of such work, then the District will pay annually its proportion of interest and sinking fund on such bond issue. The matter of how much of said flume and main pipe line shall be reconstructed, and when and of what material, shall be determined by the City of San Diego, and, should it be found more profitable to abandon that portion of the main flume which lies above the Capitan Reservoir site and to pump water from a reservoir to be constructed by the City upon such site into such main flume, at or near such reservoir site, then the cost of such pumping of water which is so delivered to the Irrigation District consumers, shall be charged against the Irrigation District and paid for by the District.

7. Should any of the lands now in the La Mesa District be annexed to the City of San Diego, the amount of water to be delivered to the District shall be reduced proportionately and such lands pay city rates for water.

8. The amount of water for irrigating so to be supplied by the City to said Irrigation District consumers shall be not to exceed 4,000,000 gallons daily on the average.

9. Such contract, before it becomes binding upon either the city or the Irrigation District, shall be submitted to the electors of the City of San Diego and approved by a majority of the electors voting upon the subject at such election.

10. It is recognized that there are legal difficulties in carrying out the foregoing proposal and, therefore, this resolution shall not be deemed a contract by the City but rather as a suggestion which, if accepted in principle, requires a contract in detail, prepared with care and possibly some change in method of accomplishing the desired end.

THEREFORE, IT IS FURTHER RESOLVED, that, should this proposition be accepted in principle by the Directors of the La Mesa, Lemon Grove and Spring Valley Irrigation District, then the City Attorney is directed to confer with the attorney for the Irrigation District, and to prepare a form of contract for adoption by the City and the Irrigation District.

WE, MARY MAWKEY WHITE & F. M. WHITE, HUSBAND AND WIFE,
AND THE GROSSMONT PARK COMPANY, a corporation of the County
of San Diego, State of California, for and in consideration
of the sum of One Dollar (\$1.00) and of other good and valu-
able considerations to us in hand paid, receipt whereof is
hereby acknowledged.

Do hereby grant to LA MESA, LEMON GROVE AND SPRING
VALLEY IRRIGATION DISTRICT, a public corporation, situate
wholly in said County of San Diego, State of California,
AN EASEMENT AND RIGHT OF WAY, 25 feet in width, for the
purpose of laying a pipe line or lines, together with the
right of ingress and egress for the making of surveys, locat-
ing, putting down, constructing, reconstructing, maintaining,
operating and repairing said water pipe line and the appur-
tenances thereto, over, thru, along and across all that cer-
tain real property situate in the County of San Diego, particu-
larly described as follows:

A pipe line right of way over and across portions of
Lots 9, 10, 12, 13, 14, 16, 17, 21, 119, 120, 121, 122, 123, A
and C of Mt. Helix Sub-division as per Map thereof No. 1516
filed in the office of the Recorder of San Diego County, Calif-
ornia, Jan. 13, 1913; said right of way being a strip of land
25 feet in width, 12½ feet each side of a center line more
particularly described as follows:-

Beginning at a point in the Southerly line of said Lot
21 of Mt. Helix, said point being 10 feet Westerly from the

Easterly line of the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 21, T 16S,
RLW, S.B. Ban & M;

Thence N $0^{\circ} 29'$ W, 43.74 feet along a line 10 feet
Westerly from and parallel with the said Easterly line of
said NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 21 or its Northerly prolonga-
tion;

Thence N $24^{\circ} 37'$ E, 1107.28 feet to a point in the line
common to said Lots 9 and A whence the most Easterly corner
of said Lot 9 bears N $82^{\circ} 05'$ E, 52.75 feet;

Thence S $46^{\circ} 20'$ W, 1224.44 to a point in the Westerly line
of said Lot 12 whence the N. W. corner of said Lot 12 bears
N $0^{\circ} 44'$ W, 226.9 feet.

Also beginning at the hereinbefore described point in
the line common to said Lots 9 and A, whence the most East-
erly corner of said Lot 9 bears N $82^{\circ} 05'$ E, 52.75 feet;

Thence N $46^{\circ} 20'$ East 129.62 feet to a point in said
Lot 122;

Thence N $68^{\circ} 25'$ East, 2501.2 feet more or less.

Said pipe line to be so located, put down and con-
structed as not to interfere with the ordinary use of the
said land for agricultural and other purposes, and to be put
down at a sufficient depth as not to interfere with the plow-
ing and cultivating ~~with~~ said land.

TO HAVE AND TO HOLD the above granted and described
Right of Way unto said LA MESA, LEMON GROVE AND SPRING VALLEY
IRRIGATION DISTRICT, its successors and assigns, forever as
a Right of Way for a water pipe line.

IN WITNESS WHEREOF, _____

has set _____ hand and seal this _____
day of _____, 1926.

E. W. Fletcher Pres

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN DIEGO)

On this _____ day of _____ A. D. 1926, before me

_____ a Notary Public in and
for said County and State, residing therein, duly commissioned
and sworn, personally appeared _____

_____ known to me to be the
person described in and whose name _____ subscribed
to the within instrument and acknowledged to me that _____
_____ executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and
affixed my official seal at my office in the said County of
San Diego, State of California, the day and year in this Cer-
tificate first above written.

Notary Public in and for
said County and State

My Commission expires _____

IN WITNESS WHEREOF, said corporation has caused
this deed to be signed by its _____
President and _____ Secretary and its corporate seal to
be affixed hereto this _____ day of _____ 192____.

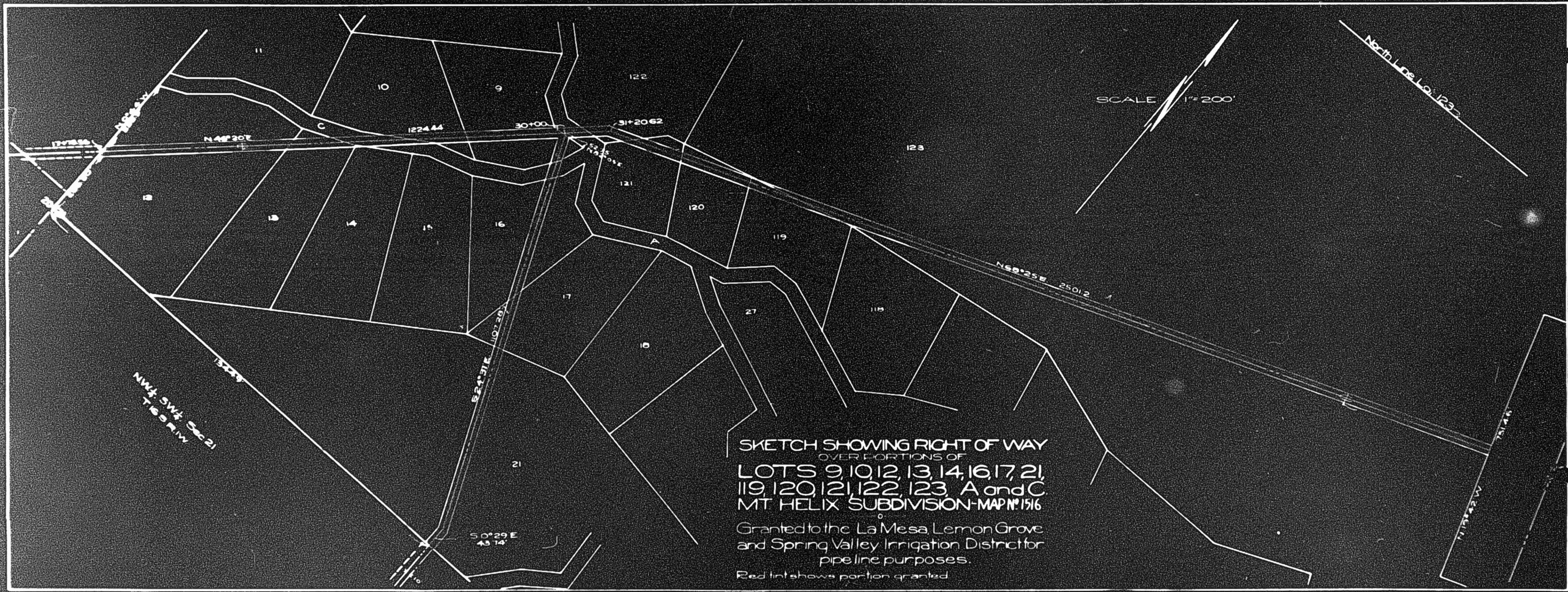
Signed and executed in presence of _____
_____) _____
_____) _____
Secretary-

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) SS.

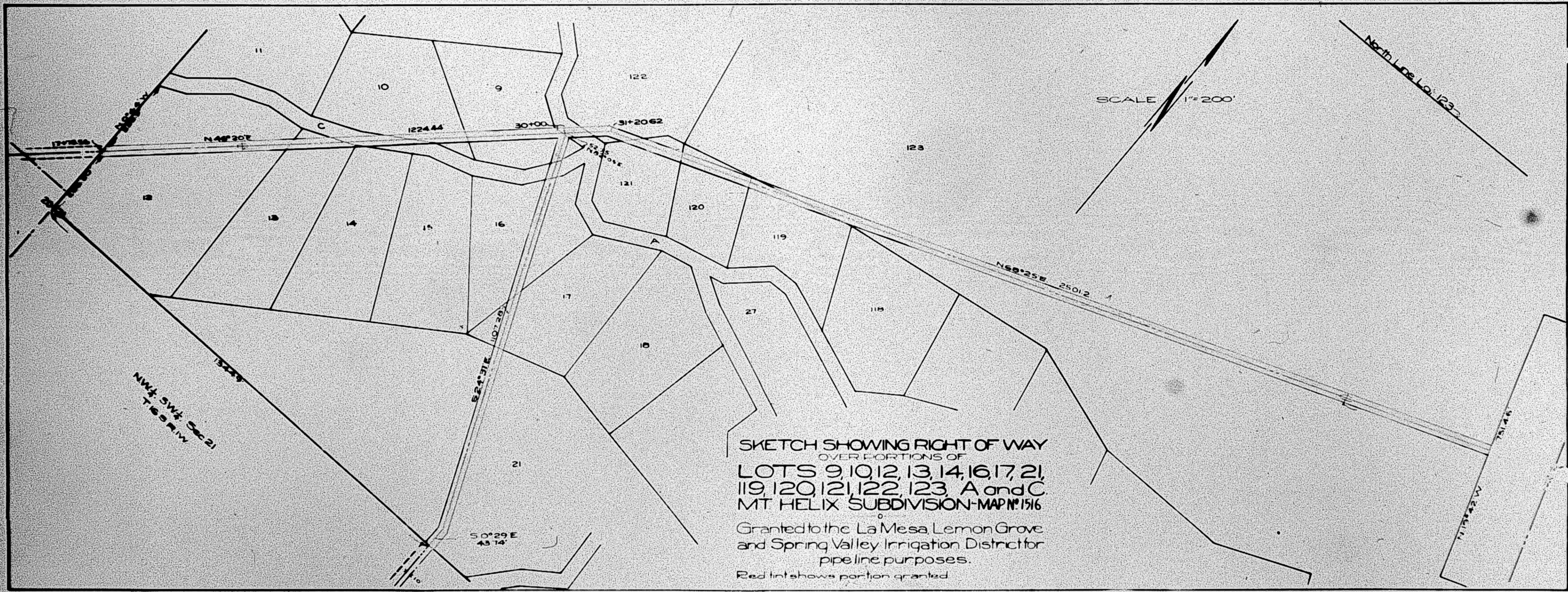
On this ___ day of _____ in the year one
thousand nine hundred and _____, before me, _____
a Notary Public in and for said County, personally appeared
_____ known to me to be
the _____ President, and _____
known to me to be the _____ Secretary of the cor-
poration that executed the within instrument, known to me
to be the persons who executed the within instrument on be-
half of the corporation therein named, and acknowledged to
me that such corporation executed the same.

Notary Public in and for the County
of San Diego, State of California.

My Commission expires



SKETCH SHOWING RIGHT OF WAY
 OVER PORTIONS OF
 LOTS 9, 10, 12, 13, 14, 16, 17, 21,
 119, 120, 121, 122, 123, A and C
 MT HELIX SUBDIVISION-MAP # 1516
 Granted to the La Mesa Lemon Grove
 and Spring Valley Irrigation District for
 pipe line purposes.
 Red tint shows portion granted



SCALE 1"=200'

North Line L.O. 123

NW 1/4 SW 1/4 Sec 21
T16S R14W

SKETCH SHOWING RIGHT OF WAY
OVER PORTIONS OF
LOTS 9, 10, 12, 13, 14, 16, 17, 21,
119, 120, 121, 122, 123, A and C.
MT HELIX SUBDIVISION-MAP #1516
Granted to the La Mesa, Lemon Grove
and Spring Valley Irrigation District for
pipeline purposes.
Red tint shows portion granted

Cd. Fletcher
A.M. Gering

1926

I, _____,

of the County of San Diego, State of California, for and in consideration of the sum of One Dollar (\$1.00) and of other good and valuable considerations to me in hand paid, receipt whereof is hereby acknowledged.

DO HEREBY GRANT to LA MESA, LEMON GROAVE AND SPRING VALLEY IRRIGATION DISTRICT, a public corporation, situate wholly in the said County of San Diego, State of California, AN EASEMENT AND RIGHT-OF-WAY, 25 feet in width, for the purpose of laying a pipe line or lines, together with the right of ingress and egress for the making of surveys, locating, putting down, constructing, reconstructing, maintaining, operating and repairing said water pipeline and the appurtenances thereto, over through, along and across all that certain real property situate in the County of San Diego, particularly described as follows, to-wit:

A Pipe Line Right-Of-Way crossing a portion of Lot 5, Block 41 of Sub-division of "S" Tract of Rancho El Cajon as per Map thereof filed in D. B. 170, Page 71, in the office of the Recorder of San Diego County, California, said pipe line right-of-way being a strip of land 25 feet in width, 12½ feet each side of a center line more particularly described as follows:

Beginning at a point in the Southerly Right-Of-Way line of the California State Highway as same is shown on Highway Map thereof, sheet No. 12, Division No. 7, Route

#12, Section C, San Diego, County, on file in the office of the County Surveyor of said County, whence a beginning of a curve in the center line of said highway at station 318 + 15.74 bears N 69° 55' 24" E a distance of 1100.28 feet;

Thence crossing aforesaid Lot 5, 549° 48' W 236.46 feet to an intersection with the Easterly line of that Tract of land conveyed to Clement W. Peace by deed dated 3/11/20 and recorded in Deed Book 806, Page 252, distant thereon 121.58 feet, measured along said Easterly line, Southeasterly from the intersection of said Easterly line with the center line of the aforesaid State Highway at station 304 + 85.44 as said stationing is shown on the herein before mentioned Highway Map.

Said pipe line to be so located, put down and constructed as not to interfere with the ordinary use of the said land for agricultural and other purposes, and to be put down at a sufficient depth so as not to interfere with the plowing and cultivating of said land.

TO HAVE AND TO HOLD the above granted and described right-of-way unto said LA MESA, LEMON GROVE AND SPRING VALLEY IRRIGATION DISTRICT, its successors and assigns, forever, as a right-of-way for a water pipeline.

IN WITNESS WHEREOF, _____

has set _____ hand and seal this _____ day
of _____, 1926.

E. Fletcher
by Mary E. Fletcher
His Atty in fact.

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } SS.

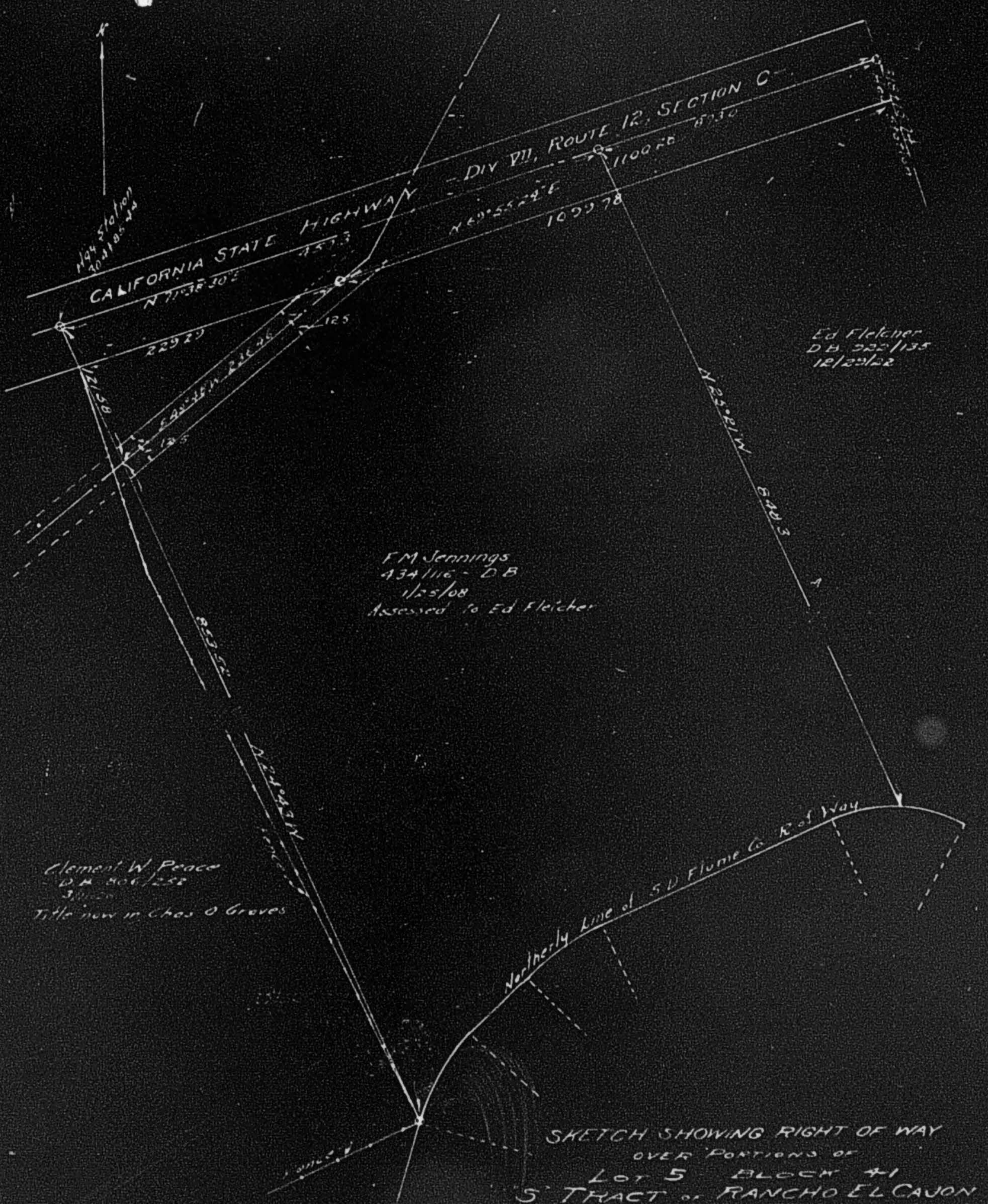
On this _____ day of _____, A. D. 1926,
before me _____, a Notary Public
in and for said County and State, residing therein, duly
commissioned and sworn, personally appeared _____

_____, known to me to be the person
described in and whose name _____ subscribed to the within
instrument and acknowledged to me that _____ executed
the same.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal at my office in the said County of
San Diego, State of California, the day and year in this
certificate first above written.

Notary Public in and for said
County and State.

My commission expires _____



Ed Fletcher
 D.B. 222/135
 12/23/22

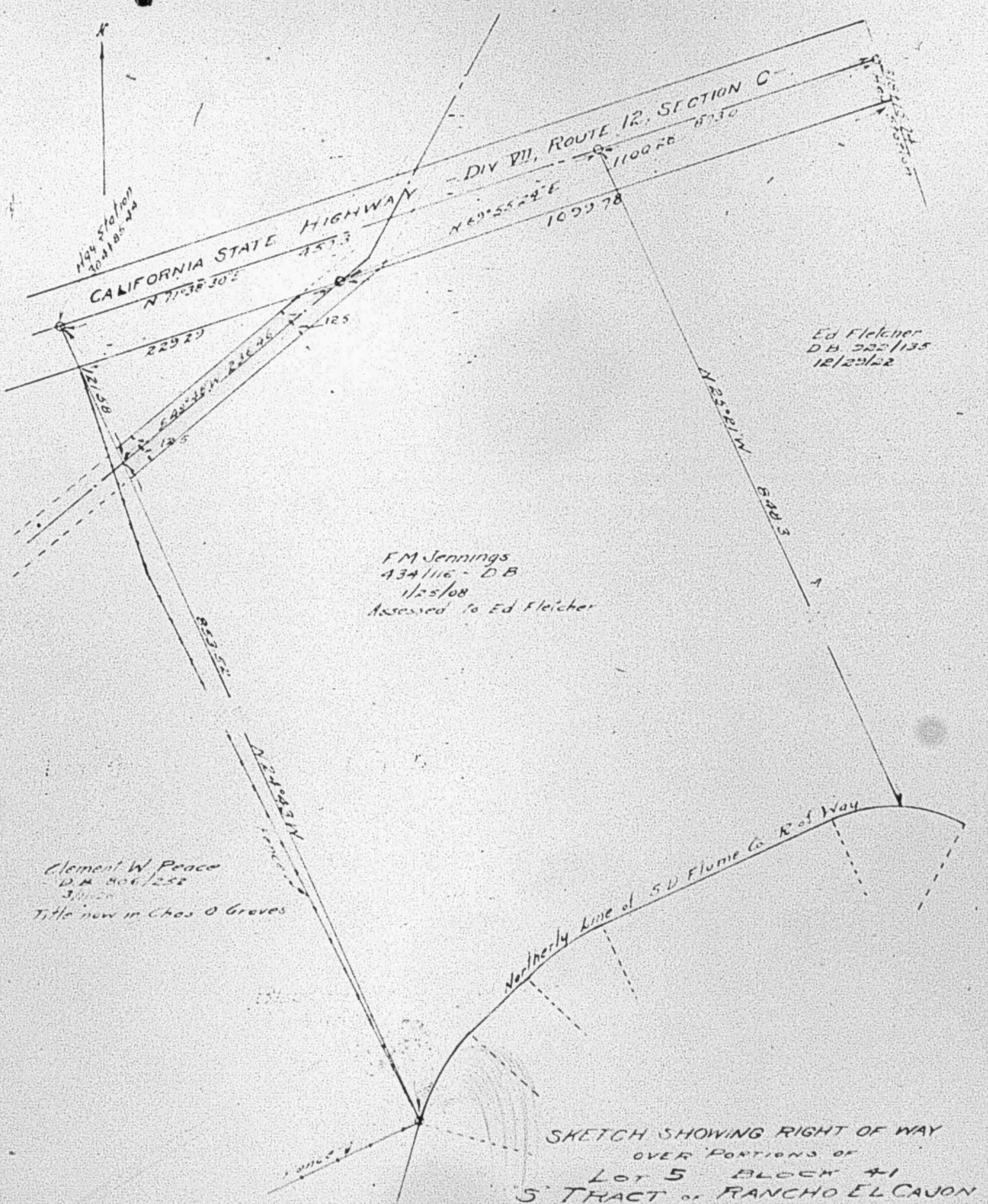
FM Jennings
 434/116 - D.B.
 1/25/08
 Assessed to Ed Fletcher

Clement W. Peace
 D.B. 806/258
 3/11/20
 Title now in Chas O. Groves

Northerly line of S.W. Flume Co. R of Way

Scale 1"=100'
 May 1922

SKETCH SHOWING RIGHT OF WAY
 OVER PORTIONS OF
 LOT 5 BLOCK 41
 5th TRACT of RANCHO EL CAJON
 GRANTED TO THE L.M.L.G. & S.V. IRRIG DIST
 FOR PIPE LINE PURPOSES
 Red tint shows portion granted



Ed Fletcher
 DB 222/135
 12/23/22

FM Jennings
 434/116 - DB
 1/25/08
 Assessed to Ed Fletcher

Clement W Peace
 DB 806/252
 3/11/08
 Title now in Chas O Groves

Northerly line of S.D. Flume Co. R of Way

SKETCH SHOWING RIGHT OF WAY
 OVER PORTIONS OF
 LOT 5 BLOCK 41
 5 TRACT of RANCHO EL CAJON
 GRANTED TO THE LMLG+SV IRRIG DIST
 FOR PIPE LINE PURPOSES
 Red tint shows portion granted

Scale 1"=100'
 May 1922

Ed Fletcher Papers

1870-1955

MSS.81

Box: 63 Folder: 2

**Business Records - Water Companies - Cuyamaca
Water Company - Sale of System - La Mesa,
Lemon Grove and Spring Valley Irrigation District**



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