

Daniel on line.

Cannot see you today -

~~Easement & P/W of record.~~ No -

~~See -~~

name of Grantee -

~~Atty~~

ED FLETCHER COMPANY

**920 Eighth St.,
San Diego, California.**

Date **192**.....

The following amounts on your

Lot **Block**

Principal \$

Interest \$

Taxes \$

Total \$

will be due on

Your prompt attention to this matter will be appreciated.

Yours truly,

ED FLETCHER COMPANY

UCSD Library
Mandeville Department of Special Collections

RECORD OF MATERIALS REMOVED FROM THIS FILE

The materials described below have been removed from this file
and placed in a different file in this collection.

Collection # MSS 81

Box _____

Folder _____

Description of
materials: ACCOMPANYING LETTER -
FLETCHER TO FOX

Removed to: FOX CORRESP } ^{MSS 81}
Box 8, FLD 26

Processor: A. Mc CURTAN Date of Removal: 3 June 91

OPTION AGREEMENT.

THIS AGREEMENT made between GUYAMACA WATER COMPANY, a corporation; ED FLETCHER, MARY FLETCHER, his wife, and SAMUEL I. FOX.

WITNESSETH: That the GUYAMACA WATER COMPANY, a California corporation; ED FLETCHER, MARY FLETCHER, his wife, all of San Diego, California, in consideration of One Dollar paid by SAMUEL I. FOX, the receipt whereof is hereby acknowledged,

DO HEREBY GRANT to the CITY OF SAN DIEGO, in the County of San Diego, State of California, an option to buy all our right, title and interest in and to such portion of the following described real property as is located above the 710 feet contour line established for El Capitan Reservoir site on the San Diego River; it being our intention to exclude any portion thereof which may be subject to Condemnation Proceeding No. , now pending in the County of Orange, California, State Supreme Court Decision No. 41752.

The general description of said property which is divided by such contour line is:

The Northwest quarter (NW $\frac{1}{4}$) of Northeast quarter (NE $\frac{1}{4}$) and South half (S $\frac{1}{2}$) of Northeast quarter (NE $\frac{1}{4}$) of Section Seven (7), Township Fifteen South (15), Range Two (2) East, San Bernardino Meridian;

ALSO, Southwest quarter (SW $\frac{1}{4}$) of Northeast quarter (NE $\frac{1}{4}$); South half (S $\frac{1}{2}$) of Northwest quarter (NW $\frac{1}{4}$); West half (W $\frac{1}{2}$) of Southeast quarter (SE $\frac{1}{4}$) of Section eight (8), Township Fifteen (15) South, Range Two (2) East, San Bernardino Meridian. Reserving a 25 foot easement along the Westerly boundary line of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 7, Township 15 South, Range 2 East, for road purposes.

The purchase price to be paid by said City of San Diego is the sum of \$55,000.00 in cash, which amount is not to be considered the actual value of said property but is the price which the grantees are willing to accept in order to assist

in terminating litigation concerning San Diego River and reservoir site thereon.

This option shall be exercised within two months from the date hereof and if not so exercised by payment of said sum, shall be of no further force and effect after such date.

WITNESS our hands and seals, this 4th day of September, A. D. 1931, San Diego, California.

CUYAMACA WATER COMPANY,

By *E. H. H. H.*
President.

(SEAL)
Secretary.

E. H. H. H.
Mary C. B. Fletcher

RESOLUTION

WHEREAS, in that certain agreement dated November 27th, 1931, entered into between the City of San Diego and the La Mesa, Lemon Grove and Spring Valley Irrigation District, it was provided in sub-section (d) of Section I thereof, as follows:

"(d) The District shall deed to the City all lands to which it holds title, totaling 152.72 acres within or contiguous to El Capitan Dam and Reservoir sites, and shall assign to the City options which it now holds upon lands, in the amount of 37.6 acres, which lands are within or contiguous to said El Capitan Dam and Reservoir sites, and shall convey or assign to said City title to or options upon lands within or contiguous to said dam and reservoir sites which it may hereafter acquire or obtain; and shall also deed to the City lands to which it now holds title in the Mission Gorge Reservoir site, being approximately 420 acres in extent."

and

WHEREAS, Ed Fletcher, the Cuyamaca Water Company, and other persons connected or associated with said Ed Fletcher and said Cuyamaca Water Company have now entered into an agreement with the City of San Diego whereby it is proposed by such parties to sell and convey to the City of San Diego the lands referred to in said sub-section (d) upon which the La Mesa, Lemon Grove and Spring Valley Irrigation District holds or claims to hold options from said Cuyamaca Water Company, Ed Fletcher and other persons, and have consented to the dismissal of cause Number 17800, entitled "City of San Diego vs. Cuyamaca Water Company", now pending in the Superior Court of the State of California, in and for the County of Orange, at Santa Ana, California, and to release the City of San Diego from any obligation to pay attorneys' fees incurred in such action;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by The Board of Directors of the La Mesa, Lemon Grove and Spring Valley Irrigation District that consent be and the same is

hereby given to the sale and transfer of said lands by said Cuyamaca Water Company, Ed Fletcher, and others, to the City of San Diego upon condition, however, that the City of San Diego in accepting said conveyance from said parties consent and agree that the acceptance of said conveyance by said Cuyamaca Water Company, Ed Fletcher and others shall be deemed and treated by said City as full compliance by said Irrigation District with that part of said agreement hereinabove referred to requiring the said Irrigation District to assign to the City the options which it now holds for 37.6 acres of said lands within or contiguous to said El Capitan dam and reservoir sites, and on further condition that the said Cuyamaca Water Company, Ed Fletcher and other persons associated with said parties or either of them whose signatures may be necessary thereto, shall sign a relinquishment of any and all claims or right to claim from the said Irrigation District a refund of attorneys' fees incurred in the prosecution of said action, and any and all claim to reimbursement for any attorneys' fees incurred in the prosecution of said action.

BE IT FURTHER RESOLVED that a certified copy of this resolution be filed with the Common Council of the City of San Diego, and also that a certified copy be deposited in escrow with the Union Title Insurance Company, with instructions to obtain from the said Cuyamaca Water Company, Ed Fletcher and others, the relinquishment hereinabove referred to in such form as may be approved by the attorneys for said District, and with the further instruction to obtain from the Common Council of the

City of San Diego a resolution consenting to the acceptance of the conveyance from said Guyanaca Water Company, Ed Fletcher and others as part compliance by said Irrigation District with the terms and provisions of said agreement of November 27th, 1931.

Passed and adopted this 17th day of February, 1932.

I, Ruth C. Drew, Secretary to the Board of Directors of the La Mesa, Lemon Grove and Spring Valley Irrigation District hereby certify that the foregoing is a full, true and complete copy of the Resolution of said Board, passed and adopted on the 17th day of February, 1932.

(signed) Ruth C. Drew
Secretary

THIS AGREEMENT, made and entered into this _____ day of February, 1932, by and between the Cuyamaca Water Co. a corporation, E.D. as sole surviving co-partner of a co-partnership formerly composed of James A. Murray, Ed Fletcher and William G. Henshaw, doing business under the firm name and style of The Cuyamaca Water Company, Ed Fletcher and Mary C. B. Fletcher, h and w, C. F. Stern, parties of the first part, hereinafter designated and referred to as the sellers; and The City of San Diego, a municipal corporation, party of the second part, hereinafter sometimes referred to as the City or the buyer,

W I T N E S S E T H

THAT WHEREAS said sellers have represented, and do hereby declare and represent to said City, that they own or control the ownership of the several parcels of land hereinafter particularly described, and are desirous of selling their several respective interests therein to said City; and that they are collectively able to convey, or cause to be conveyed, to said City a clear title to all of said lands, save and except in such respects as in this agreement are hereinafter specifically stated; and

WHEREAS, the acquisition by said City of all of said hereinafter described lands and rights is necessary and essential in and about the construction, maintenance and operation of El Capitan Dam and Reservoir, the work of constructing which said dam and reservoir is about to be undertaken by said City; and

WHEREAS, said City at this time is without knowledge as to the particular interests claimed or owned by the said several parties of the first part, hereinreferred to collectively as the sellers, in said various parcels of land, and is uninformed as to the true ownership of said parcels, or any of them; and said City is relying entirely upon the representation of said sellers as hereinabove stated that they are able to convey, or cause to be conveyed, to said City clear title to all of said hereinafter described lands:

NOW, THEREFORE, the said sellers, in consideration of the agreements on the part of the buyer, hereinafter contained, agree to sell and convey, or cause to be sold and conveyed, unto said buyer, free and clear of all encumbrances, except as hereinafter in this agreement specifically stated, all these certain lots, pieces or parcels of land situate in the County of San Diego, State of California, bounded and described as follows, to-wit:

(get description from copies of deeds)

All for the total sum or purchase price of \$40,000, lawful money of the United States.

The Sellers further agree and covenant with said City that they will execute, or cause to be executed, good and sufficient grant deed or deeds conveying all of said above described parcels of land, together with the above mentioned rights, to said buyer; provided, however, that all of the right, title and interest of the sellers in and to the S.E. 1/4 of the N.E. 1/4 of Sec. 7 Twp 15 S. Range 2 E. S.B.B. & M. shall be conveyed to the buyer by quitclaim deed and not by grant deed; and that the sellers shall place said deeds, together with a duplicate original of this agreement, in escrow with the Union Title Insurance Company, of San Diego, within ten days from the execution date hereof.

Provided, further, that the sellers will promptly, upon request of the buyer so to do, execute and likewise place in escrow, or cause to be executed and placed in escrow, or if said escrow shall have been completed and closed as herein provided, will deliver to said buyer, upon its written request, any additional instruments in writing which from time to time may be necessary or proper in order to convey or transfer to the buyer any or all of the rights, reservations, conditions, easements and privileges held or heretofore reserved by or to the said sellers, or any of them, in and in connection with, the conveyances to the La Mesa, L. G. & S. V. I District by said sellers, or any of them, of any or all of the lands located in Sections 7 and 8, Township 15 So. R 2 E, SBB&M as hereinabove set forth.

Provided, further that when the buyer shall have deposited said total purchase price of \$40,000 in escrow hereunder with said Union Title Ins. Co. and said escrow is ready to be closed, as herein set forth, the sellers will cause to be prepared, at their own expense, and furnished to the buyer, unlimited certificate or certificates of title by said Union Title Insurance Company, showing the title to all of said above described parcels of land to be vested in said The City of San Diego (excepting, only, the said SE 1/4 of the NE 1/4 of Section 7, Township 15 S. R2 E, SBBM) free and clear of all encumbrances, save and except as in this agreement otherwise specifically mentioned and permitted, as of the date of completion and closing of said escrow; together with a policy or policies of title insurance thereon by said Union Title Insurance Company in the sum of \$40,000.00.

The City of San Diego, buyer as aforesaid, in consideration of the premises and of the agreements and covenants on the part of the sellers, hereinabove recited, agrees to purchase all of the parcels of land, rights and privileges hereinabove

ALL NOTES MUST BE PRESENTED AT THE TIME ASSIGNMENT IS MADE.

San Diego, California,
....., 193.....

Fidelity Mutual Corporation,
649 Spreckels Theatre Bldg.,
San Diego, California.

Gentlemen :

This is to advise you that the undersigned has this day assigned to.....
.....
all right, title and interest of the undersigned in and to the Promissory Note.....made by.....
.....
dated.....in the original sum of \$.....
.....
the unpaid balance of which is \$.....
the payment of which is secured by your Deed of Trust No.....together with all rights
accrued or to accrue under said Deed of Trust securing same.

You are hereby authorized, empowered and directed to recognize said Assignee to the extent of this Assignment.

.....
.....
PAYEE.

The above mentioned assignment is hereby accepted, the undersigned expressly representing to you that
I am lawfully in possession of said Note.....
we are

.....
ASSIGNEE.

Date :.....
.....
ADDRESS.

Filed with FIDELITY MUTUAL CORPORATION this.....day of
....., 193....., based upon the foregoing representations.
TRUST DEED No.....

described and mentioned, and to pay to said sellers, within the time and in the manner following, as and for the full purchase price thereof, the sum of \$40,000; that is to say, the said City will cause to be appropriated from the funds now in its treasury available for the purpose, and place in escrow hereunder with the said U.T.Ins C, within 35 days from the execution date of this agreement, said sum of \$40,000, with instructions to said Union Title Insurance Company to the effect that if within 10 days thereafter the sellers shall have placed in said escrow properly executed deeds, of the kind and character in this agreement required, conveying free and clear of all encumbrances to the said City all of the parcels of land, together with the rights, appurtenant, incident or attached thereto, as described and required in this agreement; together with any additional instruments in writing which the buyer has the right to require from the sellers under the terms hereof, written notice of the requirement of which shall have been given to said UTICo; and the title certificates and policies of insurance required by the terms of this agreement; are ready for delivery, the said UTICo shall proceed to close said escrow by recording said deeds, including such additional instruments as may have been required hereunder, and shall thereupon deliver to said City said certificates of title and policies of insurance, and shall pay to the sellers said \$40,000; the expense of the escrow to be borne and paid by the sellers.

That if said escrow cannot be closed as and within the time hereinabove provided, by reason of the fault, neglect or inability of the sellers to perform any of the matters and things required of them to be performed hereunder, then said City shall at its option be entitled to withdraw from escrow the said sum of \$40,000; and upon such withdrawal shall be under no further obligation by reason of said escrow, or by reason of this agreement, or anything herein contained.

It is understood and agreed that the City shall not be required to determine, or to instruct the Union Title Insurance Company as to the division of the purchase money payable by it under said escrow arrangements to the sellers, and the buyer is hereby expressly relieved from any obligation or responsibility to see to the payment or division of said purchase money to or among the several sellers in proportion to their interests in or ownership of the various parcels of land conveyed, or otherwise, or at all; and each and every and all of said sellers does hereby waive any claim against the City for any particular portion or amount of said purchase money.

It is further understood and agreed that upon the deposit of \$40,000 in said escrow, and pending the completion and closing thereof, as herein provided, the said City shall have the right to enter upon, occupy and make use of any and all of said above described lands.

It is further understood and agreed that this agreement shall not be terminated by or upon the closing and completion of said escrow as herein provided, but that the sellers shall continue to be bound by and subject to the terms and conditions hereof.

It is further understood and agreed that upon the consummation and completion of said escrow, the sellers, at any time thereafter upon receipt of said City, will execute or cause to be executed, their consent to the dismissal of that certain condemnation proceeding now pending in the Superior Court of the State of California, in and for the County of Orange, entitled "The City of San Diego, a municipal corporation, Plaintiff, vs. The Cuyamaca Water Company, a corporation, et al., Defendants," which said consent and dismissal shall be upon the condition that no costs or attorneys' fees shall be assessed or awarded against the said City by reason of such dismissal.

Time is hereby declared to be of the essence of this agreement, and of each and every term and condition hereof.

IN WITNESS WHEREOF, this agreement has been executed in triplicate original by the various parties thereunto duly authorized, the day and year first hereinabove appearing.

THE CUYAMACA WATER COMPANY, A corporation
By Ed Fletcher, President

Attest: K. L. May, Asst. Sec'y.

ED FLETCHER

as sole surviving co-partner of a co-partner
ship formerly composed of James A. Murray, Ed
Fletcher, and William G. Henshaw, doing busi-
ness under the firm name and style of The
Cuyamaca Water Company

Ed Fletcher

MARY C. B. FLETCHER

C. F. STERN

Parties of the First Part

THE CITY OF SAN DIEGO, a municipal corporation
PARTY OF THE SECOND PARTY

By

ALL NOTES MUST BE PRESENTED AT THE TIME ASSIGNMENT IS MADE.

San Diego, California,
....., 193.....

Fidelity Mutual Corporation,
649 Spreckels Theatre Bldg.,
San Diego, California.

Gentlemen :

This is to advise you that the undersigned has this day assigned to.....
.....
all right, title and interest of the undersigned in and to the Promissory Note.....made by.....
.....
dated.....in the original sum of \$.....
.....
the unpaid balance of which is \$.....
the payment of which is secured by your Deed of Trust No.....together with all rights
accrued or to accrue under said Deed of Trust securing same.

You are hereby authorized, empowered and directed to recognize said Assignee to the extent of this
Assignment.

.....
.....
PAYEE.

The above mentioned assignment is hereby accepted, the undersigned expressly representing to you that
I am lawfully in possession of said Note.....
we are

.....
ASSIGNEE.

Date:.....
.....
ADDRESS.

Filed with FIDELITY MUTUAL CORPORATION this.....day of
....., 193....., based upon the foregoing representations.
TRUST DEED No.....

Together with all water, mineral and other rights, of every nature and description whatsoever, appurtenant, incident or attached to each and every and all of said parcels of land, or enjoyed or held in connection therewith.

Together, also, with any and all rights, reservations, conditions, easements and privileges, including those of hunting, fishing or boating, heretofore reserved to or by the Grantors, or any of them, in, and in connection with the conveyances to the La Mesa, Lemon Grove and Spring Valley Irrigation District by said Grantors, or any of them, of any or all of the lands located in Sections 7 and 8, Township 15 South, Range 2 East, S.B.B. & M.

Parted on 8.19 from E R C

Ed Fletcher and Mary C. B. Fletcher, husband and wife, and

Ed Fletcher, the surviving partner of the Cuyamaca Water Company

Ten and no/100 - - - - -

- - - - -

THE CITY OF SAN DIEGO, a municipal corporation,

San Diego

All of the right, title and interest of the Grantors in and to the Southeast Quarter of the Northeast Quarter of Section 7, Township 15 South, Range 2 East, S. B. B. & M.

Together with all water, mineral and other rights, of every nature and description whatsoever, appurtenant, incident or attached to each and every and all of said parcels of land, or enjoyed or held in connection therewith.

Together, also with any and all rights, reservations, conditions, easements and privileges, including those of hunting, fishing or boating heretofore reserved to or by the said Grantors, or any of them, in, and in connection with the conveyances to the La Mesa, Lemon Grove and Spring Valley Irrigation District by said Grantors, or any of them, of any or all of the lands located in Sections 7 and 8, Township 15 South, Range 2 East, S. B. B. & M.

its successors

XXXX

ALL NOTES MUST BE PRESENTED AT THE TIME ASSIGNMENT IS MADE.

San Diego, California,

....., 193.....

Fidelity Mutual Corporation,
649 Spreckels Theatre Bldg.,
San Diego, California.

Gentlemen :

This is to advise you that the undersigned has this day assigned to.....

.....

all right, title and interest of the undersigned in and to the Promissory Note.....made by.....

.....

dated.....in the original sum of \$.....

.....

the unpaid balance of which is \$.....

the payment of which is secured by your Deed of Trust No.....together with all rights
accrued or to accrue under said Deed of Trust securing same.

You are hereby authorized, empowered and directed to recognize said Assignee to the extent of this
Assignment.

.....

.....
PAYEE.

The above mentioned assignment is hereby accepted, the undersigned expressly representing to you that
I am lawfully in possession of said Note.....
we are

.....
ASSIGNEE.

Date :.....

.....
ADDRESS.

Filed with FIDELITY MUTUAL CORPORATION this.....day of

....., 193....., based upon the foregoing representations.

TRUST DEED No.....

UNION TITLE INSURANCE COMPANY
San Diego, Cal

February 1, 1932

#245165

Cuyamaca Water Company
1020 Ninth Ave.
San Diego, Calif.

Attention of Mr. Ed Fletcher.

Gentlemen:

Our preliminary examination as of February 1, 1932
at 8:00 A.M. of the record title to -

Lot 1 (Northwest Quarter of the Northwest Quarter;
Northeast Quarter of the Northwest Quarter;
Northwest Quarter of the Northeast Quarter and
Southwest Quarter of the Northeast Quarter, EXCEPT
a 50 foot strip being 25 feet each side of the center
line of the Cuyamaca flume thru the Southwest Quarter
of the Northeast Quarter of Section 7, Township 15
South, Range 2 East, S.B.B. & M.

Also

All that portion of the Southeast Quarter of the
Northeast Quarter of Section 7, EXCEPT a 50 foot
strip being 25 feet each side of the center line of
the Cuyamaca flume and the Southwest Quarter of the
Northwest Quarter, EXCEPT a 50 foot strip being 25
feet each side of the center line of the Cuyamaca
flume, the Southeast Quarter of the Northwest Quarter,
the Southwest Quarter of the Northeast Quarter; the
Northwest Quarter of the Southeast Quarter, EXCEPT
the East 1 rod thereof; and Lot 3 (Southwest Quarter
of the Southeast Quarter), Section 8, Township 15 South,
Range 2 East, S.B.B. & M., lying and being above the
755 foot contour line above sea level and U.S.G.S datum.

Also

All that portion of the Southeast Quarter of the Northeast
Quarter of Section 7, and the South Half of the Northwest
Quarter; the Southwest Quarter of the Northeast Quarter;
the Northwest Quarter of the Southeast Quarter; EXCEPT
East 1 rod thereof, and Lot 3 (Southwest Quarter of the
Southeast Quarter) of Section 8, Township 15 South, Range
2 East S.B.B. & M., lying and being between the 710 and the
755 foot contour lines above sea level U.S.G.S. datum.

All being in the County of San Diego, State of California, according to U. S. Government Survey approved June 16, 1908.

indicates that providing there is no change since the date of said examination, we are prepared to issue our Owner's Policy in our usual form, showing title vested in:

Cuyamaca Water Company, a corporation.

Subject to:

The five printed exceptions shown in our regular policies.

6. Second installment of State and County taxes for fiscal year 1931-32, now due and payable. Amount \$9.49.

7. Any unpaid State Corporation Franchise Taxes of the Cuyamaca Water Company, a corporation. Payment of said tax is evidenced only by the State Records at Sacramento.

8. An easement and right of way over Sections 7 and 8, Township 15 South, Range 2 East, and other property, for water works and flume of the San Diego Flume Company, its successors or assigns, as granted by the City of San Diego to said Company by deed from Joseph W. Preston, United States Indian Agent, dated January 16, 1888 and recorded in Book 130, Page 277 of Deeds.

9. A right of way to construct and maintain a concrete power line over the Northwest Quarter of the Southeast Quarter of Section 8 herein described, as granted to James A. Murray and Ed Fletcher by Robert Alford by deed dated October 20, 1910, and recorded in Book 501, Page 308 of Deeds.

10. The right to construct, use and maintain and replace an eight inch pipe line, six hundred feet, more or less, in length, to conduct and carry water from pumping station on the Southwest Quarter of the Northeast Quarter of Section 8 herein described, to the flume line in and thru said pipe line over the Northwest Quarter of the Southeast Quarter of Section 8 herein described, as granted to James A. Murray and Ed Fletcher by Robert Alford by deed dated September 16, 1913 and recorded in Book 631, Page 21 of Deeds, to which reference is hereby made for further particulars.

11. An easement and right of way for police and sanitary protection over a strip of land 100 feet in width lying immediately adjacent to and adjoining the 210 foot contour line hereinabove mentioned.

12. The final determination of an action commenced April 16, 1924 in the Superior Court of the State of California, in and for the County of San Diego, entitled The City of San Diego, a municipal corporation, Plaintiff, vs. The Cuyamaca Water Company, et al, Defendants, S. C. Case No. 41752, which said action was brought to condemn the Southeast Quarter of the Northeast Quarter of Section 7, the Southwest Quarter of the Northeast Quarter, and the South Half

of the Northwest Quarter of Section 8 hereinabove described. The above described action has been transferred to Orange County, California. No examination has been made of the records of said Orange County.

1 15. The final determination of an action commenced December 2, 1924 in the Superior Court of the State of California, in and for the County of San Diego, entitled The City of San Diego, a municipal corporation, Plaintiff, vs. Ed Fletcher, et al, Defendants, (S. C. Case No. 43617), which said action was brought to condemn the South Half of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter, and Lot 3 of Section 8, above described.

The above described action has been transferred to Orange County, California. No examination has been made of the records of said Orange County.

14. The effect of an action pending in the U. S. District Court, Southern Division, Equity A-22, entitled La Mesa, Lemon Grove and Spring Valley Irrigation District, etc., Plaintiff, vs. The City of San Diego, a municipal corporation, Defendant. No examination of said action has been made.

15. The effect of water, water contracts, or matters pertaining thereto, no examination thereof having been made.

Our Policy of Title Insurance will carry insurance in the amount of \$40,000.00.

We await your further instructions.

Very truly yours,

UNION TITLE INSURANCE COMPANY

M. THOMPSON (Signed)

For Mary Pierce,
Title Examiner.

T

February 4, 1932.

Union Title Insurance Company,
San Diego, California.

Order No. 245165

Gentlemen:

Enclosed herewith find Grant Deed Guyanaca Water Company
quitclaim deed Ed Fletcher and Mary C. B. Fletcher, husband and wife and
Ed Fletcher, the surviving partner of the Guyanaca Water Company, also
quitclaim deed Guyanaca Water Company, a corporation, to The City of
San Diego, which you may deliver on receipt of Forty Thousand Dollars,
(\$40,000.00), lawful money of the United States, *for our account.*

This escrow to hold good until February 29, 1932,
and if not completed within that period we reserve the right to with-
draw all papers.

Also enclosed find certified copy of Resolution of
the Guyanaca Water Company.

We have paid the second installment of state and county
taxes, shown as Exception No. 6 in your report. Enclosed find receipt.

All State Corporation Franchise taxes have been paid
to date. The 1931 taxes will be paid as soon as they are due and we
receive the forms from the state.

When the transfer is made you are to deliver to the City
of San Diego a policy of title insurance in the sum of \$40,000.00.

Enclosed also find copy of exceptions, dated Feb. 4,
1932, approved by Assistant City Attorney Daniel. All of the enclosed
papers and instruments have been approved by Mr. Daniel.

The completion of this escrow is subject to there being
delivered to us a Resolution from the Directors of the La Mesa, Lemon
Grove & Spring Valley Irrigation District relieving us from any
responsibility to deliver title to the lands in El Capitan damsite
between the 100 and 200 foot contour, as per option dated April 5, 1924,
comprising approximately 34 acres that will be flooded, ~~as in lieu~~
~~thereof the City of San Diego taking a deed to all our right, title~~
~~and interest; or, in lieu thereof to be delivered to us a Resolution~~
satisfactory to our attorney passed by the Honorable Mayor and Common
Council of the City of San Diego agreeing to hold us harmless from

we will accept

*If such a resolution is not forthcoming
we would submit title to our grantee and
quitclaim deed to the City of San Diego.*

*3 form of approval
1/25/32*

Page 2 - Union Title Insurance Co.

any claim of the La Mesa, Lemon Grove & Spring Valley Irrigation District in consequence of our having deeded this property to the City of San Diego.

Time is the essence of this escrow.

It is understood we are to pay the expense of the escrow and the cost of the title of insurance in the sum of \$40,000.00.

Yours truly,

CUYANACA WATER COMPANY

By

EF:KLM

QUITCLAIM DEED

CUYAMACA WATER COMPANY,

A Corporation duly organized and existing under and by virtue of the laws of the State of California, and having its principal place of business in the County of San Diego and State of California

San Diego

California

FOR AND IN CONSIDERATION OF THE SUM OF Ten and no/100 - - - - -

- - - - - DOLLARS
the receipt whereof is hereby acknowledged, has remised, released and forever quitclaimed, and by these presents does remise, release and forever quitclaim unto

THE CITY OF SAN DIEGO, a municipal corporation,

ALL THAT REAL PROPERTY, described as follows, to-wit:

All of the right, title and interest of the said (Cuyamaca Water Company) in and to the Southeast Quarter of the Northeast Quarter of Section 7, Township 15 South, Range 2 East, S. B. B. & M. San Diego County, California.

Together with all water, mineral and other rights, of every nature and description whatsoever, appurtenant, incident or attached to each and every and all of said parcels of land, or enjoyed or held in connection therewith.

Together, also, with any and all rights, reservations, conditions, easements and privileges, including those of hunting, fishing or boating heretofore reserved to or by the said Cuyamaca Water Company, in and in connection with the conveyance to the La Mesa, Lemon Grove and Spring Valley Irrigation District by said Cuyamaca Water Company, of any or all of the lands located in Sections 7 and 8, Township 15 South, Range 2 East, S. B. B. & M.

TO HAVE AND TO HOLD to the said grantee its heirs and assigns forever.
IN WITNESS WHEREOF, The said party of the first part has caused its corporate name and seal to be affixed by its President and Secretary thereunto, duly authorized

this _____ day of February nineteen hundred and thirty-two
thirty-two

CUYAMACA WATER COMPANY

Successors

ALL NOTES MUST BE PRESENTED AT THE TIME ASSIGNMENT IS MADE.

San Diego, California,

....., 193.....

Fidelity Mutual Corporation,
649 Spreckels Theatre Bldg.,
San Diego, California.

Gentlemen :

This is to advise you that the undersigned has this day assigned to.....

.....

all right, title and interest of the undersigned in and to the Promissory Note.....made by.....

.....

dated.....in the original sum of \$.....

.....

the unpaid balance of which is \$.....

the payment of which is secured by your Deed of Trust No.....together with all rights
accrued or to accrue under said Deed of Trust securing same.

You are hereby authorized, empowered and directed to recognize said Assignee to the extent of this
Assignment.

.....

.....

PAYEE.

The above mentioned assignment is hereby accepted, the undersigned expressly representing to you that
I am
we are lawfully in possession of said Note.....

.....

ASSIGNEE.

Date :.....

.....

ADDRESS.

Filed with FIDELITY MUTUAL CORPORATION this.....day of

....., 193....., based upon the foregoing representations.

TRUST DEED No.....

RE: THE SALE OF EL CAPITAN LANDS TO THE CITY OF SAN DIEGO

Removed from this file, originally with the files of the
Cuyamaca Water Company, to alphabetized correspondence
files were:

(Those marked with an asterick were clipped together
with the notation "Mr. Fletcher says keep these
together")

Fletcher letter to FOX, Samuel I., Chairman, El Capitan
Water Committee, dated September 4, 1931
Fletcher letter to SAVAGE, H.N., January 15, 1932
Fletcher letter to FORWARD, James, of Union Title Insurance
Co., January 27, 1932
Fletcher letters to Mayor and Common Council, City of San
Diego, January 25, 1932 and February 4, 1932
Fletcher letters to DANIEL, H.B., Deputy City Attorney,
January 28, 1932 and February 2, 1932
Daniel letter to Fletcher, February 4, 1932
*Fletcher to Daniel, February 5, 1932
*Daniel to Fletcher, February 5, 1932
*Fletcher to Daniel, February 6, 1932
*Fletcher to Daniel, February 10, 1932
Fletcher to Daniel, February 15, 1932
Daniel to Fletcher, February 15, 1932
Fletcher to Daniel, February 18, 1932, with
acknowledgement by Daniel
Fletcher letter to STERN, Charles F., February 2, 1932
Fletcher to Stern, February 4, 1932
Fletcher to Stern, February 4, 1932 (second letter)
Fletcher to Stern, February 6, 1932
Stern to Fletcher, February 10, 1932
Fletcher to Stern, February 11, 1932
Fletcher to Stern, February 11, 1932 (second letter)
Fletcher to Stern, February 16, 1932
*Fletcher to IREY, Ira S., City Councilman February 5, 1932
*Fletcher to BYERS, C.L., City Attorney, February 9, 1932
Fletcher to LEE, Albert J., March 29, 1932, with
acknowledgement by Lee

Mr. Fitcher says

keep these together

CUYAMACA WATER COMPANY,
a corporation

having its principal place of business in County of San Diego, California, by virtue of a resolution authorizing the same, passed at a meeting of its Directors, for and in consideration of the sum of

----- Ten and no/100 -----
----- DOLLARS

DOES HEREBY GRANT TO THE CITY OF SAN DIEGO, a municipal corporation,

ALL THAT REAL PROPERTY situated in
County of San Diego, State of California, bounded and described as follows:

Lot 1 (Northwest Quarter of the Northwest Quarter), Northeast Quarter of the Northwest Quarter, Northwest Quarter of the Northeast Quarter and Southwest Quarter of the Northeast Quarter, except a 50 foot strip being 25 feet each side of the center line of the Cuyamaca flume through the Southwest Quarter of the Northeast Quarter, Section 7, Township 15 South, Range 2 East, S. B. B. & M ; also

All that portion of the Southeast Quarter of the Northeast Quarter of Section 7, except a 50 foot strip being 25 feet each side of the center line of the Cuyamaca flume, and the Southwest Quarter of the Northwest Quarter, except a 50 foot strip being 25 feet each side of the center line of the Cuyamaca flume, the Southeast Quarter of the Northwest Quarter, the Southwest Quarter of the Northeast Quarter, the Northwest Quarter of the Southeast Quarter, except the East 1 rod thereof, and Lot 3, (Southwest Quarter of the Southeast Quarter), Section 8, Township 15 South, Range 2 East, S.B.B.& M., lying and being above the 753 foot contour line above sea level U.S.G.S. datum; also

All that portion of the Southeast Quarter of the Northeast Quarter of Section 7, and the South Half of the Northwest Quarter, the Southwest Quarter of the Northeast Quarter, the Northwest Quarter of the Southeast Quarter, except east one rod thereof, and Lot 3 (Southwest Quarter of the Southeast Quarter) of Section 8, Township 15 South, Range 2 East, S.B.B. & M., lying and being between the 710 and the 753 foot contour lines above sea level U.S.G.S. datum,

its

IN WITNESS WHEREOF, said Corporation has caused this deed to be signed by its President
to be affixed thereto
and Secretary and its Corporate Seal this _____ day of February 1952

CUYAMACA WATER COMPANY

ALL NOTES MUST BE PRESENTED AT THE TIME ASSIGNMENT IS MADE.

San Diego, California,

....., 193.....

Fidelity Mutual Corporation,
649 Spreckels Theatre Bldg.,
San Diego, California.

Gentlemen :

This is to advise you that the undersigned has this day assigned to.....

.....

all right, title and interest of the undersigned in and to the Promissory Note.....made by.....

.....

dated.....in the original sum of \$.....

.....

the unpaid balance of which is \$.....

the payment of which is secured by your Deed of Trust No.....together with all rights
accrued or to accrue under said Deed of Trust securing same.

You are hereby authorized, empowered and directed to recognize said Assignee to the extent of this
Assignment.

.....

.....

PAYEE.

The above mentioned assignment is hereby accepted, the undersigned expressly representing to you that
I am we are lawfully in possession of said Note.....

.....

ASSIGNEE.

Date :.....

.....

ADDRESS.

Filed with FIDELITY MUTUAL CORPORATION this.....day of

....., 193....., based upon the foregoing representations.

TRUST DEED No.....

February 4, 1932.

Union Title Insurance Company,
San Diego, California.

Order No. 245165

Order No. 245165

Gentlemen:

Enclosed herewith find Grant Deed Guyanaca Water Company, quitclaim deed Ed Fletcher and Mary C. B. Fletcher, husband and wife and Ed Fletcher, the surviving partner of the Guyanaca Water Company, also quitclaim deed Guyanaca Water Company, a corporation, to The City of San Diego, a municipal corporation, which you may deliver on receipt of Forty Thousand Dollars (\$40,000.00), lawful money of the United States, for our account.

This escrow to hold good until February 28, 1932, and if not completed within that period we reserve the right to withdraw all papers.

Also enclosed find certified copy of Resolution of the Guyanaca Water Company.

We have paid the second installment of state and county taxes, shown as Exception No. 6 in your report. Enclosed find receipt.

All State Corporation Francisco taxes have been paid to date. The 1932 taxes will be paid as soon as they are due and we receive the forms from the state.

When the transfer is made you are to deliver to The City of San Diego a policy of title insurance in the sum of \$40,000.00.

Enclosed also find copy of exceptions, dated Feb. 4, 1932, approved by Assistant City Attorney Daniel. All of the enclosed papers and instruments have been approved by Mr. Daniel.

The completion of this escrow is subject to there being delivered to you for us a Resolution from the Directors of the La Brea, Lemon Grove & Spring Valley Irrigation District relieving Ed Fletcher and Mary C. B. Fletcher, husband and wife, Ed Fletcher, the surviving partner of the Guyanaca Water Company and Guyanaca Water Company, a corporation, from any responsibility to deliver title to the lands in El Capitan damsite between the 160 and 200 foot contour, as per option dated April 5, 1924, comprising approximately 24 acres that will be flooded, in form approved by our attorney, Harrison C. Glens. If such a resolution is not forthcoming we will substitute for our grant deed a quitclaim deed to The City of San Diego, or, in lieu thereof

-2-

we will accept a Resolution satisfactory to our attorney passed by the Honorable Mayor and Common Council of the City of San Diego, agreeing to hold Ed Fletcher and Mary C. B. Fletcher, husband and wife, Ed Fletcher, the surviving partner of the Cuyamaca Water Company and Cuyamaca Water Company, a corporation, harmless from any claim of the La Mesa, Lemon Grove and Spring Valley Irrigation District in consequence of our having deeded this property to the City of San Diego.

This is the essence of this escrow.

It is understood we are to pay the expense of the escrow and the cost of the title of insurance in the sum of \$40,000.00.

Yours truly,

CUYAMACA WATER COMPANY

By

WCK:KIE

Feb. 4, 1932

Received all papers mentioned above, and instructions.
UNION TITLE INSURANCE COMPANY

By

J. B. Bell

SAN DIEGO, CALIFORNIA, Feb. 11, 1932

WHEREAS, there is now pending in the Superior Court of the State of California, in and for the County of Orange, that certain cause entitled "City of San Diego vs Cuyamaca Water Company et al.", Number 17800, wherein the City of San Diego seeks to obtain by proceedings in eminent domain certain lands in or adjacent to the El Capitan Reservoir site on the San Diego River in the County of San Diego, State of California; and

WHEREAS, the La Mesa, Lemon Grove and Spring Valley Irrigation District, one of the parties to said action and the owner of certain of said lands so sought to be condemned, has entered into an agreement with the City of San Diego wherein and whereby it has agreed to and proposes to transfer to said City such of said lands as may be owned by it and also to transfer to said City all options which it holds on other lands involved in said action; and

WHEREAS, the Cuyamaca Water Company, Ed Fletcher and others assert that they are the owners of lands upon which said District claims to hold options, and have entered into an agreement with the City of San Diego whereby it is proposed to deed to said City said lands so covered by said options, and to waive all claims against said City for attorneys' fees and costs incurred in the defense of said action;

NOW, THEREFORE, we, the undersigned, Cuyamaca Water Company, Ed Fletcher, and other persons whose signatures are necessary to the full carrying out of such agreement, hereby consent to the dismissal of such action, and we and each of us hereby waive all right that we, or any of us, may have to be reimbursed by the La Mesa, Lemon Grove and Spring Valley Irrigation District for any part of the costs or attorneys' fees incurred in the defense of said action, and likewise waive any and all right or claim to collect or to be paid any part of said costs or attorneys' fees, and save said District harmless from any damage or claim of damage arising from its act in dismissing said action without the payment of attorneys' fees and costs.

MARY C. B. FLETCHER
ED FLETCHER
F
CHARLES STERN
C. F. STERN

CUYAMACA WATER COMPANY

By Ed Fletcher, President

Original sent to Lee 3/29/32

EASEMENT FOR FLOODAGE PURPOSES.

In order to carry out the terms of the optional agreement of April 5, 1924 between the Cuyamaca Water Company and others, and the La Mesa, Lemon Grove and Spring Valley Irrigation District, which said optional agreement has become fully performed except for the easement herein granted, and acknowledging full and adequate consideration therefor, we, Ed Fletcher, Mary C. B. Fletcher, Cuyamaca Water Company, ^{mont}Gross/Park Company and Morse Construction Company, and each of us, hereby grant to the La Mesa, Lemon Grove and Spring Valley Irrigation District and its successors and assigns, an easement and right of way for floodage purposes over all that certain real property situate in the County of San Diego, State of California, particularly described as follows:

All these portions of Lots "D" and "E" of Cuyamaca Rancho as said lots are described in the Decree of Partition of said Rancho, recorded in Book 43, page 309 of Deeds, lying and being above the top contour line of Cuyamaca Reservoir (said contour line being of equal elevation with the crest of the spillway located at the southerly end of the Cuyamaca Dam), and lying and being below a contour line of an elevation of five (5) feet higher than the crest of said spillway located at the southerly end of said dam, lying Easterly of the dam;

on condition, however, that the said La Mesa, Lemon Grove and Spring Valley Irrigation District, within one year from the date hereof, prepare and file in the office of the County Recorder of the County of San Diego, a map upon which shall be delineated and described in sufficient detail to permit the identification of the lands flooded or to be flooded by the waters impounded in the reservoir at the Cuyamaca Dam, and in the event such map be not filed within the said period of one year from the date hereof, then and in that event this easement shall revert to the grantors herein named, or their successors.

Dated this 15th day of February, 1932.

Ed Fletcher
Ed Fletcher

Mary C. B. Fletcher
Mary C. B. Fletcher

CUYAMACA WATER COMPANY, a co-
partnership
BY Ed Fletcher
Sole surviving partner.

GROSSMONT PARK COMPANY

BY Ed Fletcher
President

MORSE CONSTRUCTION COMPANY

BY Ed Fletcher
President

ATTEST:

Willis H. Fletcher
Secretary

ATTEST:

Willis H. Fletcher
Secretary.

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } SS.

On this 15th day of February, 1932, before me,
Ruth Calkins, a Notary Public in and for
the County of San Diego, State of California, residing therein,
duly commissioned and sworn, personally appeared Ed Fletcher
and Mary C. B. Fletcher known to me to be the persons who
subscribed their names to the foregoing instrument, and they
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 said county,
the day and year in this certificate first above
written.

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

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } ss.

On this 15th day of February, 1932, before me, _____

Ruth Calkins _____, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared ED FLETCHER, the sole surviving partner of Cuyamaca Water Company, a co-partnership, known to me to be the person who subscribed his name to the within instrument as sole surviving partner of said co-partnership, and he 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 said county, the day and year in this Certificate first above written.

Ruth Calkins

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

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } ss.

On this 15th day of February, 1932, before me, _____

Ruth Calkins _____, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Ed Fletcher _____ known to me to be the _____ President, and Willis H. Fletcher _____ known to me to be the _____ Secretary of Grossmark Company, the corporation which executed the within instrument, and acknowledged to me that such corporation executed the same.

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

Ruth Calkins

Notary Public in and for said County
and State.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 15th day of February, 1932, before me, _____

Ruth Calkins _____, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Ed Fletcher _____ known to me to be the _____ President, and Willis H. Fletcher _____ known to me to be the _____ Secretary of Morse Construction Company, the corporation which executed the within instrument, and acknowledged to me that such corporation executed the same.

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

Ruth Calkins

Notary Public in and for said County
and State.

EASEMENT FOR FLOODAGE PURPOSES

COPY

copy

February 17, 1932.

The receipt is hereby acknowledged from
H. B. Daniel, Assistant City Attorney, of two
duplicate originals of Agreement, dated January
26th, 1932, between The Cuyamaca Water Company,
a corporation, Ed Fletcher, Mary C. B. Fletcher
and C. F. Stern, as Sellers, and The City of San
Diego, which said agreements are signed by all
parties thereto.

THIS AGREEMENT, made and entered into this 26th day of JANUARY, 1932, by and between THE CUYAMACA WATER COMPANY, a corporation, ED FLETCHER, as sole surviving co-partner of a co-partnership formerly composed of James A. Murray, Ed Fletcher and William G. Henshaw, doing business under the firm name and style of The Cuyamaca Water Company, ED FLETCHER and MARY C. B. FLETCHER, husband and wife, and C. F. STERN, parties of the first part, hereinafter designated and referred to as the sellers; and THE CITY OF SAN DIEGO, a municipal corporation, party of the second part, hereinafter sometimes referred to as the City or the buyer.

W I T N E S S E T H:

THAT WHEREAS, said sellers have represented, and do hereby declare and represent to said City, that they own or control the ownership of the several parcels of land hereinafter particularly described, and are desirous of selling their several respective interests therein to said City; and that they are collectively able to convey, or cause to be conveyed, to said City a clear title to all of said lands, save and except in such respects as in this agreement are hereinafter specifically stated; and

WHEREAS, the acquisition by said City of all of said hereinafter described lands and rights is necessary and essential in and about the construction, maintenance and operation of El Capitan Dam and Reservoir, the work of constructing which said dam and reservoir is about to be undertaken by said City; and

WHEREAS, said City at this time is without knowledge as to the particular interests claimed or owned by the said several parties of the first part, herein referred to collectively as the sellers, in said various parcels of land, and is uninformed as to the true ownership of said parcels, or any

of them; and said City is relying entirely upon the representation of said sellers as hereinabove stated that they are able to convey, or cause to be conveyed, to said City clear title to all of said hereinafter described lands;

NOW, THEREFORE, the said sellers, in consideration of the agreements on the part of the buyer, hereinafter contained, agree to sell and convey, or cause to be sold and conveyed, unto said buyer, free and clear of all encumbrances, except as hereinafter in this agreement specifically stated, all those certain lots, pieces or parcels of land situate in the County of San Diego, State of California, bounded and described as follows, to-wit:

Lot 1 (NW 1/4 of the NW 1/4), NE 1/4 of the NW 1/4, NW 1/4 of the NE 1/4 and SW 1/4 of the NE 1/4, except a 50 foot strip being 25 feet each side of the center line of the Cuyamaca flume through the SW 1/4 of the NE 1/4, Section 7, Township 15 South, Range 2 East, S.B.B. & M., containing about 158.75 acres; also

All that portion of the SE 1/4 of the NE 1/4 of Section 7, except a 50 foot strip being 25 feet each side of the center line of the Cuyamaca flume, and the SW 1/4 of the NW 1/4, except a 50 foot strip being 25 feet each side of the center line of the Cuyamaca flume, the SE 1/4 of the NW 1/4, the SW 1/4 of the NE 1/4, the NW 1/4 of the SE 1/4, except the east 1 rod thereof, and Lot 3 (SW 1/4 of the NE 1/4), Section 8, Township 15 South, Range 2 East, S.B.B. & M., lying and being above the 753 foot contour line above sea level U.S.G.S. datum, containing about 70.4 acres; also

All that portion of the SE 1/4 of the NE 1/4 of Section 7, and the S 1/2 of the NW 1/4, the SW 1/4 of the NE 1/4, the NW 1/4 of the SE 1/4, except east one rod thereof, and Lot 3 (SW 1/4 of the SE 1/4) of Section 8, Township 15 South, Range 2 East, S.B.B. & M., lying and being between the 710 and the 753 foot contour lines above sea level U.S.G.S. datum, containing about 37.60 acres.

All of the right, title and interest of the said sellers in and to the SE 1/4 of the NE 1/4 of Section 7, Township 15 South, Range 2 East, S.B.B. & M.

Together with all water, mineral and other rights, of every nature and description whatsoever, appurtenant, incident or attached to each and every and all of said parcels of land, or enjoyed or held in connection therewith.

Together, also, with any and all rights, reservations, conditions, easements and privileges, including

those of hunting, fishing or boating, heretofore reserved to or by the sellers, or any of them, in, and in connection with the conveyances to the La Mesa, Lemon Grove and Spring Valley Irrigation District by said sellers, or any of them, of any or all of the lands located in Sections 7 and 8, Township 15 South, Range 2 East, S.B.B. & M.

All for the total sum or purchase price of forty thousand dollars (\$40,000.00), lawful money of the United States.

The sellers further agree and covenant with said City that they will execute, or cause to be executed, good and sufficient grant deed or deeds conveying all of said above described parcels of land, together with the above mentioned rights, to said buyer; provided, however, that all of the right, title and interest of the sellers in and to the SE 1/4 of the NE 1/4 of Section 7, Township 15 South, Range 2 East, S.B.B. & M., shall be conveyed to the buyer by quitclaim deed and not by grant deed; and that the sellers shall place said deeds, together with a duplicate original of this agreement, in escrow with the Union Title Insurance Company, of San Diego, within Three days from the execution date hereof.

Provided, further, that the sellers will promptly, upon request of the buyer so to do, execute and likewise place in escrow, or cause to be executed and placed in escrow, or if said escrow shall have been completed and closed as herein provided, will deliver to said buyer, upon its written request, any additional instruments in writing which from time to time may be necessary or proper in order to convey or transfer to the buyer any or all of the rights, reservations, conditions, easements and privileges held or heretofore reserved by or to the said sellers, or any of them, in, and in connection with, the conveyances to the La Mesa, Lemon Grove and Spring Valley Irrigation District by said sellers, or any of them, of any or all of the lands located in Sections 7 and 8, Township 15 South, Range 2 East, S.B.B. & M., as hereinabove set forth.

Provided, further, that when the buyer shall have deposited said total purchase price of forty thousand dollars (\$40,000.00) in escrow hereunder with said Union Title Insurance Company, and said escrow is ready to be closed, as herein set forth, the sellers will cause to be prepared, at their own expense, and furnished to the buyer, unlimited certificate or certificates of title by said Union Title Insurance Company, showing the title to all of said above described parcels of land to be vested in said The City of San Diego (excepting, only, the said SE 1/4 of the NE 1/4 of Section 7, Township 15 South, Range 2 East, S.B.B. & M.), free and clear of all encumbrances, save and except as in this agreement otherwise specifically mentioned and permitted, as of the date of completion and closing of said escrow; together with policy or policies of title insurance thereon by said Union Title Insurance Company in the sum of \$ 40,000.00

The City of San Diego, buyer as aforesaid, in consideration of the premises and of the agreements and covenants on the part of the sellers, hereinabove recited, agrees to purchase all of the parcels of land, rights and privileges hereinabove described and mentioned, and to pay to said sellers, within the time and in the manner following, as and for the full purchase price thereof, the sum of forty thousand dollars (\$40,000.00); that is to say, the said City will cause to be appropriated from the funds now in its treasury available for the purpose, and place in escrow hereunder with the said Union Title Insurance Company, within thirty-five (35) days from the execution date of this agreement, said sum of forty thousand dollars (\$40,000.00), with instructions to said Union Title Insurance Company to the effect that if within 75 days thereafter the sellers shall have placed in said escrow properly executed deeds, of the kind and

character in this agreement required, conveying free and clear of all encumbrances to the said City all of the parcels of land, together with the rights, appurtenant, incident or attached thereto, as described and required in this agreement; together with any additional instruments in writing which the buyer has the right to require from the sellers under the terms hereof, written notice of the requirement of which shall have been given to said Union Title Insurance Company; and the title certificates and policies of insurance required by the terms of this agreement; are ready for delivery, the said Union Title Insurance Company shall proceed to close said escrow by recording said deeds, including such additional instruments as may have been required hereunder, and shall thereupon deliver to said City said certificates of title and policies of insurance, and shall pay to the sellers said forty thousand dollars (\$40,000.00); the expenses of the escrow to be borne and paid by the sellers.

That if said escrow cannot be closed as and within the time hereinabove provided, by reason of the fault, neglect or inability of the sellers to perform any of the matters and things required of them to be performed hereunder, then said City shall at its option be entitled to withdraw from escrow the said sum of forty thousand dollars (\$40,000.00); and upon such withdrawal shall be under no further obligation by reason of said escrow, or by reason of this agreement, or anything herein contained.

It is understood and agreed that the City shall not be required to determine, or to instruct the Union Title Insurance Company as to the division of the purchase money payable by it under said escrow arrangements to the sellers, and the buyer is hereby expressly relieved from any obligation or responsibility to see to the payment or division of said purchase money

to or among the several sellers in proportion to their interests in or ownership of the various parcels of land conveyed, or otherwise, or at all; and each and every and all of said sellers does hereby waive any claim against the City for any particular portion or amount of said purchase money.

It is further understood and agreed that upon the deposit of forty thousand dollars (\$40,000.00) in said escrow, and pending the completion and closing thereof, as herein provided, the said City shall have the right to enter upon, occupy and make use of any and all of said above described lands.

It is further understood and agreed that this agreement shall not be terminated by or upon the closing and completion of said escrow as herein provided, but that the sellers shall continue to be bound by and subject to the terms and conditions hereof.

It is further understood and agreed that upon the consummation and completion of said escrow, the sellers, at any time thereafter upon request of said City, will execute or cause to be executed, their consent to the dismissal of that certain condemnation proceeding now pending in the Superior Court of the State of California, in and for the County of Orange, entitled, "The City of San Diego, a municipal corporation, Plaintiff, vs. The Cuyamaca Water Company, a corporation, et al., Defendants," which said consent and dismissal shall be upon the condition that no costs or attorneys' fees shall be assessed or awarded against the said City by reason of such dismissal.

Time is hereby declared to be of the essence of this agreement, and of each and every term and condition hereof.

IN WITNESS WHEREOF, this agreement has been executed in triplicate original by the various parties therunto duly authorized, the day and year first hereinabove ap-

pearing.

THE CUYAMACA WATER COMPANY,
A Corporation,

Ed Fletcher

President.

ATTEST:

K L May

Asst. Secretary.

Ed Fletcher

as sole surviving co-partner of a co-partnership formerly composed of James A. Murray, Ed Fletcher and William G. Henshaw, doing business under the firm name and style of The Cuyamaca Water Company.

Ed Fletcher

Mary C B Fletcher
Attorn

PARTIES OF THE FIRST PART.

THE CITY OF SAN DIEGO,

A Municipal corporation.

PARTY OF THE SECOND PART.

BY

J. H. Alexander
J. H. Alexander
J. H. Alexander

ATTEST:

Allen H. Wright

Raymond W. Wright
Deputy

Joseph J. Ruess

Don S. J. J.

Members of the Common Council.

I hereby approve the form of the foregoing Agreement, this
15th day of February, 1932.

C. Y. Brown

H. B. Smith

Assistant City Attorney.

February 18, 1932.

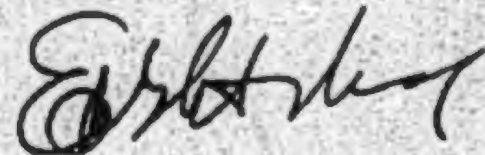
Union Title Insurance Company,
San Diego, California.

Gentlemen:-

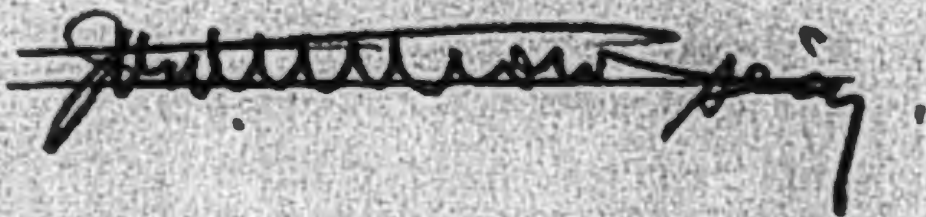
Enclosed find agreement of the 26th day of
January, 1932, and waiver of February 4, 1932, from the
City of San Diego re escrow No. 245165.

Kindly acknowledge receipt.

Yours very truly,



We acknowledge receipt of
the above papers.



EF/RC .

February 29, 1932.

Union Title Insurance Company,
San Diego, California.

Order No. 245165

Gentlemen:

Enclosed herewith find waiver to any right,
Ed Fletcher, Cuyamaca Water Company and others may have to be
reimbursed by the La Mesa, Lemon Grove & Spring Valley Irrigation
District for any part of the costs or attorneys' fees in the
paramount right suit "City of San Diego vs Cuyamaca Water Company
et al" Kindly acknowledge receipt of same.

Yours truly,

CUYAMACA WATER COMPANY

By

KLM

February 29, 1932.

Union Title Insurance Company,
San Diego, California.

Order No. 245165
Attention Mr. Conklin

Gentlemen:

As the La Mesa, Lemon Grove & Spring Valley
Irrigation District has passed the necessary Resolution we waive
the obtaining of such resolution by you.

Yours truly,

CUYAMACA WATER COMPANY

By

President

EF:KLM

Ed Fletcher Papers

1870-1955

MSS.81

Box: 61 Folder: 6

**Business Records - Water Companies - Cuyamaca
Water Company - El Capitan Dam - Legal drafts
and general Union Title Insurance Company
correspondence re sale of El Capitan to City of San Diego**



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