From the papers of Ed Fletcher, the following letters were removed to the alphabetized correspondence files:

APPLICATION WITH R.R. COMMISSION FOR SURCHARGE

CROUCH, CHARLES C.

Fletcher to Crouch, 6/5/19, 6/20/19 Crouch to Mathews, L.B., 6/16/19, 8/27/19 Crouch to Murray, J.A., 6/17/19 Crouch to Fletcher, 6/30/19

EL CAHON, CITY OF, to RR Comm., 5/7/19 Fletcher to MARTIN, Irving, 8/14/19

Fletcher to MATHEWS, [2 letters] 7/14/19, 7/14/19

WARREN, J.M.E. (Pres. of Helix Mutual Wtr Co.) to RR Comm., 7/28/18

RR COMM. (Williams, W.R., Sec. of) to Fletcher, [2 letters] 7/13/19, 10/16/19

LIST ACCOMPANING CONTRACT NO. 1

At a Minimum Rate of \$65.00 per Inch per Ennum

Ne. of Contract	Present Owner No.	of Inches
620	R.E.G. Wright	1.00
43	Samuel I. yox	
64	Theodore Koehler	
64	Frank F. Wartinez	. 33
64	Samuel I. Fox	.42
68	W.M. Kilpatrick	1.00
150	John W. Dougherty	1.00
158	Florence B. Shepard	
166	F.H. Jennings	4.00
167	W.F. Graves	4.00
176	Mrs. I.J. Roether	1.00
177	Adelaid Graybiel	3.00
185	J.W. Walton	1.00
186	J.W. Walton	1.00
191	Ed. G. Dehm	1.00
193	Mrs. L.W. Hoover	1.00
204	J.E.T. HOOVET	1.00
204	W.J. Hoover	1.00
211	Mrs. E.A. Seidel	1.67
213	Mrs. D.G. Gordon	2.00
214	Arthur S. Pence	
21.5	L. Oppenheimer & Louis Gabour;	
216	Ernest V. Clark	
216	Murray & Fletcher	
222	San Diego Union Company	
230	Oliver J. Winston	
231	H.C.C. Techhauser	
	C.E. Wentworth	

LIST ACCOMPANING CONTRACT NO. 1 - CONTINUED.

No. of Contract	Present Owner	No. of Inches
Brought Forward		35.67
238	Mrs. C.J. Roether	1.00
257	Anna Elmen	.67
257	2. Ray	.35
261	F. W. Patterson	1.00
261	John H. Dougherty	1.67
261	C.O. Graves	3.00
263	James A. Murray	1.00
269	William F. Graves	1.00
271	J.B. Hill	1.00
272	John T. Gordon	1.00
288	O.R. Cross	2.00
299	Union Title & Trust Co.	1.00
301	L.V. Hoover	1.00
301-A	Geo. C. Shepard	1.00
342	Fred A. Springstead	1.00
360	J.C. Hartley & W.J. Stevens	1.00
368	Mrs. I. Lisco & E.L. Lisco	.75
1	Jean D. Braiden	.125
323	John W. Dougherty	1.00
190	W.A. & G.W. Hawkins	2.25
	Total	56.465 M.I.

EXHIBIT

CONTRACT PORM NO. 2

At a Minimum Rate of \$50.00 per Inch per Annum

Mo. of Contract	Present Owner	No. of Inche
184/186	Goorge Sears	1.00
28	Margaret C. McMillan	.33
28	C.S. Cullen	1.33
28 28 33	Ed Fletcher-C.C. park-S.C. Grable	1.33
33	Chas. F. Mohnike	1.00
35	C.A. Cooper & Co.)	
38-3	C.A. Cooper & Co.)	30.00
39 39	Alongo Morris	1.00
40	Ed Fletcher Harry V. Patterson	3.00
O 40	F. H. Hunt	1.00
40	Theo. Kutcher	1.00
40	Tilcott E. Christer	2.00
41	Mrs. S.S. Somers	1.00
41 41 42	R.W. Martin	3.00
42	Bess G. Carter	1.00
42	Peter M. Price	2.00
42	Dora B. Armitage	2.00
48	H.R. Glenn	•50
43	G.B. Worthington	1.50
43	Dora S. Armitage	•50
48	F.N. Patterson	1.00
44	Harry W. Patterson	1.00
44	Mrs. Mary A. Rudy	1.00
44	R.L. culbertson	3.00
1 49	Frank A. Ricker Fred E. Hill	1.25
52	Jas. A. Murray	1.25
53	Alex Legge	1.00
58	F.T. Nason	.50
55	J.H.C. Warren	.50
55	Walter L. Brenholts	•50
61	C.C. Olark	2.00
65	Mrs. Kate S. Graves	1.00
67	Clara R. Townsend	1.00
69	Mrs. Claus A. Johnson	1.00
70 70	T.J. Bryan	.25
70	Dora M. Coutes Elina L. Whiteley	•50
71	Jno. Borgh & Geo. J. Bach	-25
73	Blisabeth Roberts	1.00
- 74	Smith Delacour	1.00
75	Harrison Albright	6.00
78	Griffing Bancroft	1.00
78	Mrs. Olaus A. Johnson	1.00
76	F.M. Byrkit	.75
76	F.M. Byrkit	.75
??	I. Ernest	.25
77	F.D. Silvie C.B. Vodges	.25
78	Clarence E. Barnes	•50
78	F.W. Butt	.50
78 78	Mrs. Ella M. Gould	.50
79	J.T. Mardock	•25
. 81	Wa. J. Ulzick	1.00
82	Eliza S. Paul	1.00
83	Geo. Legge	1:00
85	Wm. M. Miller	1.00
		93.24

CONTRA	100 TV	MEG	MO	9 -	CONTER	CISTIT
CONTRA	UT IN	JICE	NO.	Contract of the second	CATTA	INTER

CONTRACT FORM NO. 2 - CONTINUED					
No. of Contract	Present Owner	No. of Inches	No. of dontract	Prosent Owner	No. of Inches
Brought Forward		98.24			
86 87 87 87 80/88	Lilian T. & Eugene Vacher	1.00	Brought Forward	Wendhia China	151.115
87	Wm. P? Herbert	.50 3.50	87/201	Worthie Shipley Earle Orchard Co.	1.20 5.60
87	El Cajon Water Co.	4.00	202	Wm. B. Seymore	.50
80 /00	Walter Hampel C.E. Locke	.50	202	E. Ernst	.50
80/88	J.E. Bickerton Est.	.50	203	Sophie Poshler	.437
80/88 91 91 30/92	Fred A. Springstead	4:00	203	Ruth V. Kerfoot	.25
91	Ernest Clark	.1.00	208	Harden B. Bell	.125
30/92	S.L.Cox	1.00	203	Hanson E. Whtham	.188
924	Tom West	.50	205	S.C. Grable	1.00
98	James, Hamilton	.50 .25	151/206	Aug. Fels C.C. Sumner	.50
102	Ton West	.25	161/207	W.S. Hellyer	.50
111	F.E. Kirby L. Hansur	.25	212	Julia Liffreing	1.25
114	L. Mansur	.25	43/217	Carrie D. Walker	1.00
115	T.M. Olmstead	. 25		H.C. Glenn	•50
117	Geo. Campbell	.25	219	J.H. Kleine	3.70
120	M.C. Healion	•50	39/220	Miss Nina Limberger	1,/00
124	C. Scott	.50 .25	227	David Thomas	.25 .25
128	Joseph Walker	.50	227	Leo Maxwell Harden B. Bell	.50
130	J. McCullom Bartlett Estate Co.	.50	228 232	H.S. McLean	1.00
131	Ed Fletcher & Wm. B. Gross	1.50	234	Miss Maggie B. Sleeper	.50
133	Brier Co.	2.00	78/235	Grover C. Sumner	1.00
135	Hary J. Ackerman	.25	30/236	R.F. Cooper	.50
136	L.C. Cross	•50	237	J.H. Halley	.50
137	W.J. Barron	1.00	238	J.H. Nishan	.50
138	G.A. Streeter	1.00	239	Harden B. Bell	1.00
139	Dawson & Quale	1.00 .50	241	James A. Murray T.J. Bryan	.50
140	W.A. Helms & R. Wellman	.50	242 245	O.D. Wilhite	.50
140 141	Geo. J. Chambers H.C. Rider	.50	246	C.C. Park et al	.75
149	W.L. Hellyer	.50	D 246	S. C. Grable	.25
157	J.A. Allison	•50	80/247	H.B. Coffield	. 375
153	Park-Grable Inv. Co.	1.00	80/247	Jas. A. Murray	.375
155	Susan Johnson	1.00	249	B. Lester	1.00
156	H.F. Boyer	.50	250	Mrs. Sarah A.L. Pinkston Frank B. Hilton	•50
157	A. Roberts A.T. Keifheim & V.R. gooley	.50 .50	252 253	Dr. L.Y. Ketohum	2 1.00
159 160	Rev. H.A. Marshall	1.50	255	8. Shannon	.25
18/162	Ben Williams	.50	255	Robert B. Agnew	.20
162	A. M. Van Horn	.50	256	Hellie B. Smith	•50
172	Sefton Inv. Co.	2.00	258	C.S. Preston	.60
173	Hans Heink	1.00	260	Susan M. Johnson	1.00
173	Grossmont Park Co.	3.50	269/264	J.G. Bauer	.50 .25
173 30/175	Id Fletcher & W.B. Gross J. Borgh & geo. J. Bach	2.00 1.00	262/265 266	Aug. Fels Helen H. Stoddard	.50
180	J.W. Leonard	1.50	262/267	Walter I. Brenholts	.50
183	G.O. Davis	1.00	268	8.C. Grable	.78
77/287	Chas W. Baxter	-75	262/270	D.P. Jonkins	.125
77/187 80/188 80/189	Geo. A. Dickens	2.00	262/270 262/273	Raith J. Hayes	•50
	C.S. Preston	1.00	262/273	Edith J. Hoyes	.60
194	C.E. Looke	1.00	262/274	F.A. Rothier	.50
195 195	D.G. Lyman	-28	262/275	Geo. Maxwell	-50
196	C.B. Vodges Mrs. C.B. Waite	.25	262/275 262/275	N.W. Derry N.W. Derry	.25 .25
197	A. Fels	1.00	276	A.J. Keifheim & V.R. Cooley	1.00
197	Honry J. Dilley	.50 .125	277	Percival Chrystie	.50
197	So. Trust & Savings Bank	.50	262/278	John Hill	.125
198	Margaret & C.M. McMillan	.50	262/278	A. M. Snyder	125
199	A.Z. Kinney	1.50			191.240
		181.115			

CONTRACT FORM NO. 2 - CONTINUED

No. of Contract	Present Owner	No. of Inches
		191.240
Brought Forward 262/279	T.J. Bryan	.50
262 /281	August Fels	.25
262/282	J.P. Burnham	-25
262/283	Summer D. Seavey	.50
285	Eugene C. Webster	.50 .50
262/286	H.F. Bunt	.25
262/287	Geo. E. Hart & Has. H. Glenn	.125
290	Anna C. Hizar Dr. Chas. L. Good	.125
291	A.J. Keifheim & V.R. Cooley	•50
298	D.H. Brown	.50
300	Mrs. Laura P. Means	•25
302	Harden B. Bell	•25
302-a	F.T. Mason	.50 .25
306	Mary Poreman	1.00
302	James A. Murray	3.00
320	James A. Murray H.F. Hunt	.50
324	David P. Jenkins	•25
326 273	David P. Jenkins	•25
386	Major CaB. Vodges	•50
325	Helen M. stoddard	•50
262/389	Laura P. Means	.25 .375
327	Harden B. Bell	1.00
328	Chas. W. Baxter	.25
371	Clarence E. Barnes Geo. Miller	•50
78 78	Ed Conrad	.25
78	John O'Marr	•25
78	John O'Marr	•50
78	C. H. Grossly	.50
78	Mrs. S.M. Lester	•50
78	T.J. Bryan	3.25 .37
78	Union Title & Trust Co. W.L.K. Good	.13
78 78	Union Title & Trust Co.	.50
78/375	Dr. C.D. Good	1.00
78	Lloyd H. Michael	.25
78	Jas. H. West	•50
78	J.P. Porter	•25
78	D.J. Frymire	.25
383 341	Mrs. S.M. Lester	•50
348	H.S. McLean E. Lester	•25 •60
354	80. Trust & gavings Bank	.25
197	Mary L. Coss	.25
197	D.G. Lyman	.50
197	Joseph Ceplew	.125
385	C.B. Vodges	.25
329 332	A.C. Hizar	.80
388	R.J. Hayes	-50
78	Jas. H. west H.L. Love	•50
78	Olive Rogers	.25
78	Geo. L. Alford	.25
		218.490

	CONTRACT FORM NO.2 - CONTINUED	
No. of Contract	Present Owner	Ho. of Inc
Brought Forward		218.490
370	Geo. H. Brown	•50
319 319	H.L. Love Olive Rogers	.25 .25
347	Sumner D. Seavey	.122
347	T.J. Bryan	.122
78	F.P. White	.25
78	F.D. Silvio	.25
78 3 30	E.A. Bichorn F.P. White	.25
849	H.B. Boll	•50
874	J.H. Halley	•25
387	Robt. E. Agnew	.25 .25
365 363	Jno. C. & J.D. Braiden	.122
358	J.M.I. warren	.50
75	Mrs. H.V. Prentice	2.00
345	Capt. Jno. Campbell	•50
353 359	Mrs.P.T. Merritt Silvia A. Anthony	.25 .25
369	Jas. F. Weatherbie & A.L. Rice	.25
366	Griffing & Philip Bancroft	6.00
378	D.F. Park	.25
339	8.0: Orable	.25 .50
390 336	S.C. Grable C.C. Park et al	.50
338	C.C. Park & S.C. Grable	.25
344	C. C. Park & C.S. Grable	.25
379	O.H. Todd	25
380 335	C.C. park & B.C. Grable M.L. Knudtson	.25
337	F.M. Oliver	.25
340	Wm. M. Maxwell	-25
311	Mike Duly	.125
315 321	Mrs. Julia Liffreing Clarence E. Barnes	1.00
317	B. C. Webster	1.00
331	M.B. Fagg & Boma T. Hixon	.25
142	Mrs. H.R. Harbison	.125
142	S.R.G. Dougherty	.125
142 142	Alice J. Olsen David Auger	.25 .20
142	Jno. H. Vorhes	.25
142	T.J. Johnson	.25
142	H.A. Helms & R. Wellman	.50
142 142	R.R. Cooper Dowson Quayle	.50
333	Mrs. W.A. Burney	.125
350	Mrs. Betty Lyke	.25
134	Union Title & Trust Co.	1.25
R/134 134	Union Title & Trust Co.	.75
134	P. Walsh & W.P. Lyman	.67
134	Wm. H. Denio	.67 .167 .
134	Mrs. Mary B. Hook	.33
184	Mrs. Mary B. Hook	.167
78 142	R. Ernst	•25
142	J.L. Roill & E.J. Book	•50
142	J. Burney W.A. Burney	.25
142	Fred J. Rickey	•30
314 345-a	Seften Iny. Co.	•25
345-a	Sefton Inv. Co. M.C. Healien	1.00
		2.00 R52.160

CONTRACT FORM NO. 2 - CONTINUED

No. of Contract	Present Owner	No. of Inches
		251.710
Brought Forward		.50
372	J.V. Collins	
312	M. & L. Cailland	.126
	Walter A. Brenholts	1.00
316		.60
364	B.W. McKensie	
		253-835

TIST ACCOUPANING CONTRACT FORM NO. 3

Present Owner	No. of Inches
H.A. Armour	•60
Daisy B. Brown	.40
Mrs. Cora C. McIntosh	1.00
George Pearson	1.00
	1.00
	.50
	1.00
	2.00
	1.00
	1.00
H 200 : CHUN HAYN CONTROL (CONTROL SENSE SENSE SENSE CONTROL SENSE SENSE SENSE SENSE SENSE SENSE SENSE SENSE S	1.00
	1.00
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	1.00
	.50
	.50
	1.00
	1.00
	•50
E.D. Oripper	1.00
B.B. Bicker	1.00
Dr. J.A. Parks	1.00
Plora D. Davis	1.00
	1.00
	1.00
	1.00
	.67
HONGO NECESTRA (INTERPORTED AND INTERPORTED	.17
	1.00
[1] [2] [1] [2] [2] [2] [3] [3] [3] [3] [3] [4] [4] [4] [4] [4] [4] [4] [4] [4] [4	1.00
	1.53
	1.00
	.25
	1.00
	1.00
있다. BONG 10 IN 10	•50
그런 하는 경기가 있는 것이 없는 것이 없는 것이 있는데 그렇게 되었다. 그들은 얼마나 나는 사람들은 사람들은 사람들이 없는데 되었다. 그는 것은 것이 없는데	2.00
	.50
	•60
J.F. Randlett	2.00
Capt. A.T. Clifton	1.00
Park-Grable Inv. Co.	1.00
J.A.E. Thoustrup	1.00
	1.00
	1.00
	1.00
	1.00
	.525
	.475
	1.00
	1.00
	1.00
	1.00 .50
	2.00
Oliver & Mary Brugess &	- 1
Martha C. Whitehall	1.00
	H.A. Armour Daisy E. Brown Mrs. Cora C. McIntosh George Pearson Chas. Thompson Mrs. S.A.L. Pinkston V.E. Hutchinsta Mrs. Bessie R. Keeney R.E. Ground Mrs. Della Campbell Union Title & Trust Co. Jas. Hanilton Mary A. Pearson T.L. Cornell L. Mansur Adel Eaton et al HYC. Rider Dr. J.A. Parks Frank H. Smock L.C. Greenman E.D. Gripper E.B. Bicker Dr. J.A. Parks Vlora D. Davis H.M. Lippincott Mary Silverman Henry D. Porter Glara J. Magruder H.A. McKinney Chas. F. Knapp Dr. J.A. Parks Park-Grable Inv. Co. So. Title & Guaranty Co. J. McCollum D.L. Graham Kathyrn P. Gorringe Felix Barron M.C. Healion M.R. Keeney Jessie Wheeler S.C. Grable J.F. Ramilett Capt. A.T. Clifton Park-Grable Inv. Co. J.A.E. Thoustrup James L. Haughawout O.H. Schallbach Mrs. Kathrine Krasny C.C. Park Mrs. Bertha Clough C.C. Park Union Title & Trust Co. T.L. Statler J.L. Horning W.W. Patrick C.R. Bridges C.B. Goldie & E. Howard Oliver & Mary Brugess & C.B. Goldie & E. Howard Oliver & Mary Brugess &

CONTRACT FORM NO. 3 - CONTINUED

No. of Contract	Present Owner	No. of Inches	
Brought Forward		52.03	
310-a	Mrs. H.E. Treloar	1.00	
311-a	Wm. A. Adams	1.00	
312-a	R.E. Ground	1.00	
313-a	Henry Wilken	1.00	
314-a	J.L. Haughawout	1.00	
315-a	A.C.T. Plumer	1.00	
316-a	Ida Morgan	.80	
317-a	Mabel C. Bates	1.00	
318-a	Lynn Boyd	1.00	
6/88-a	S.C. French	1,00	
28 0 -a	Mrs. Katharine Krasny	1.00	
14	Grossmont Park Co.	1.50	
14	Ed Fletcher	1.00	
14	Stephen Johnson	2.50	
	TOTAL	67.83	

TIST ACCOMPANING CONTRACT NO. 4.

			ac an	Per 41 190	Tmah	W 400	Butteren B.
A de co 114 so 4 metalin	DMTA	OT 254	UU . CI	DUL	Tugu	1707	PERILOGIAN
At a Minimum	37000	Op SP	213 8 17 5	-	- April 19 - Springer		ACCORDING TO A SECURITY OF THE PARTY OF THE

No. of Contract	Present Owner	No. of Inches	
1.26	W.B. Magruder	1.00	
B/169	Union Title & Trust Co.	1.17	
8	Union Title & Trust Co.	.60	
8	L.Q. Cole	•1,3	
8	A. Friedrick	.18	
8	S.L. Stanley	.13	
8	Albert C. Hille	•13	
8/ 310	Mrs. M.A. Bollman	.33	

3.62

LIST OF CONTRACTS AND CONSUMERS UNDER

SERVICE BY CUYAMERA WATER COMPANY'S SYSTEM

	No. of Contract	Present Owner	No. of Inches
5 -	376	At a Minimum Rate of \$600.00 per Annum Over Contract log per M. Pacific Building Co.	9.875
6 -	384	At a Minimum Rate of \$435.00 per Annum Over Contract 5g per M. El Cerrito Park Water Co.	14.50
7 -	352 & 367	At a Minimum Rate of \$576.00 per Annum Over Contract 6¢ per M. La Mesa Mutual Water Co.	20.00
8 -	. 19	At a Minimum Rate of \$200.00 per Annum Union Title & Trust Co. (Major Levi Chase)	2.25

LIST ACCOMPANING CONTRACT NO. 9

At a Minimum Rate of \$72.00 per Inch Per Annum

No. of Contract	Present Owner	No. of Inches
808	F.E. Bozza	•08
305	Nancy C. Starrett	•08
	TOTAL	.16

EXHIBIT COMPRACT FORM NO. I.

WATER CONTRACT. BAN DIEGO FLUME COMPANY. TO

Fig. 14 Ft Billion Publishers, A. St. of Commission of Com	No. of inches
THIS CONTRACT, made the	day of
between the San Diego Flume Com	pany, the party of the first part,
and .	the party of the second part,
vitneseeth:	
That in consideration of th	he sum of
	annual rental hereinafter provided
to be paid by said party of the	s second part to said party of the
first part, and the covenants ar	nd agreements herein contained, said
party of the first part, for its	self, its successors and assigns,
doth sell and convey and agree t	to furnish in perpetuity, for the
purpose of irrigation and use up	pon, and in connection with the
following described land, situat	ted in the County of San Diego.
and the description of the destruction of the contraction of the contr	
State of California, towaitt	
State of California, to-wit:	
State of California, to-wit:	
State of California, to-wit:	
a water right of and to	inches of water, miner's
a water right of and to	inches of water, miner's
a water right of and to	inohes of water, miner's sure, being equivalent to 12,960 ary twenty-four hours for each and
a water right of and to	inches of water, miner's sure, being equivalent to 12,960 ery twenty-four hours for each and four inch pressure as aforesaid.
a water right of and to measure, under a four inch press standard gallons of water in eve every inch hereby sold, under a The party of the second pa	inohes of water, miner's sure, being equivalent to 12,960 by twenty-four hours for each and four inch pressure as aforesaid. art, in consideration of the promise
a water right of and to measure, under a four inch press standard gallons of water in eve every inch hereby sold, under a The party of the second po and covenants herein made by the	inches of water, miner's sure, being equivalent to 12,960 ery twenty-four hours for each and four inch pressure as aforesaid. ert, in consideration of the promise party of the first part, and the
a water right of and to measure, under a four inch press standard gallons of water in eve every inch hereby sold, under a The party of the second po and covenants herein made by the	inohes of water, miner's sure, being equivalent to 12,960 by twenty-four hours for each and four inch pressure as aforesaid. art, in consideration of the promise
a water right of and to measure, under a four inch press standard gallons of water in eve every inch hereby sold, under a The party of the second po and covenants herein made by the delivery of water in accordance	inches of water, miner's sure, being equivalent to 12,960 ery twenty-four hours for each and four inch pressure as aforesaid. ert, in consideration of the promise party of the first part, and the
a water right of and to measure, under a four inch press standard gallons of water in eve every inch hereby sold, under a The party of the second pa and covenants herein made by the delivery of water in accordance and agrees to pay to said party	inches of water, miner's sure, being equivalent to 12,960 by twenty-four hours for each and four inch pressure as aforesaid. art, in consideration of the promise party of the first part, and the with this contract, hereby promises
The party of the second party of the second party of the second party and covenants herein made by the delivery of water in accordance and agrees to pay to said party becamber of each and every year,	inches of water, miner's sure, being equivalent to 12,960 ery twenty-four hours for each and four inch pressure as aforesaid. art, in consideration of the promise party of the first part, and the with this contract, hereby promises of the first part, annually, in

And it is further agreed that this instrument shall be deemed equivalent to deman on the day the same becomes due for the payments herein agreed to be made, and in case of default in such payments for the space of twenty days after they shall become due, this agreement shall terminate and become henceforth null and void at the option of the party of the first part, its successors and assigns.

And the said party of the second part further covenants and agrees for himself, his heirs and assigns; that in addition to the payments above specified and provided, all expenses and costs of connections, pipes, flumes and appliances for the taking, diverting, maintaining, measuring, delivery and distribution of said water to be furnished under this contract, shall be paid by said party of the second part, his heirs or assigns. And for the purpose of making such connections with the main flume of the party of the first part, it is hereby agreed that said party of the second part shall have the right to tap said main flume or aqueduct at such point as he may desire. PROVIDED, HOWEVER, that all such connections shall be made under the supervision and to the satisfaction of said party of the first part,

And said party of the second part further agrees that he will not use or permit the water herein sold to be used on any other lands than the lands above described, or permit the water to run off on any contingous land, or run to useless waste and that the right, title and property to all water herein described which shall not actually be used upon the above described lands, small at all times remain in the said corporation, its successors and assigns.

And it is further covenanted and agreed that the water furnished under this contract is intended to form a part of the appurtenances of said lands, and the right thereto shall be transferred only with and run with said lands, and that the party of the first part is bound by this instrument to the party of the second part, his hairs or assigns who are or may be owners of any part of the second part, his hairs or assigns who are or may be owners of any part of the second part. The hairs or assigns who are or may be owners of any part of the second part. The hairs or assigns who are or may be owners of any part of the second part.

It is understood and agreed that the party of the first part
may shut off the water in the fall or winter for the purpose of
general or special repairs of its flumes, aqueducts or reservoirs,
and at such other times as urgent necessity may require, but shall
restore the water in said flume or aqueduct as speedily as the
nature of the case will permit.

The party of the first part covenants for itself, its successors and assigns to furnish at its main flume, subject to the conditions and restrictions herein contained, a continuous flow of water equivalent to 12,960 standard gallons in every twenty-four hours for each inch of water hereby conveyed, subject always how ever, to such reasonable general rules and regulations as said corporation may from time to time adopt; PROVIDED, HOWEVER, that if said corporation's supply of water be at any time shortened, or its capacity for delivering same impaired, by the act of God, the law or the public enemy, accident to any part or portion of its works, or failure of the average amount of rainfall in the mountains, or any other cause not due to the negligence of the company then said above described lands shall, during the period of such shortage or impairment, be entitled to a pro rata supply of water distributed under such reasonable rules and regulations as the company may adopt.

And the said party of the first part shall not be responsible for any deficiency of water occasioned by aby of the above causes, but the party of the first part shall use and employ all due diligence at all times in repairing and protecting its said flume and works and in maintaining a flow of water therein.

It is covenanted by and between the parties hereto that any tolation of this agreement by the party of the second part, his heirs, or assigns, or a failure to perform any of the covenants and conditions herein made within the time or times herein specified or a failure to pay the annual rental when it becomes due as herein before stated, shall render this agreement null and voids and of no affect at the option of the party of the first part, its successors and assigns.

It is covernated by the party of the second part that this

agreement and the covenants herein contained on the part of the party of the second part shall run with and bind the lands of the party of the second part hereinbefore described.

This contract is made under and in accordance with a certain contract between the party of the first part and Wendell Easton, Geo. W. Frink and Frank B. Wilde, of date July 7th, 1886, as modified by contract between the same parties of date February 24th, 1891, and upon representations of the party of the second part that the lands described herein do not contain exceeding acres, and the party of the first part reserves the right, in the event of said description containing more than *** acres, to declare this contract mull and void.

IN WITHESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first above written.

	By President.
Attest:	
Secretary.	

STATE OF CALIFORNIA)	
COUNTY OF SAN DIEGO	
On thisday of	, in the year one
thousand eight hundred and	before me,
a Notary Public,	in and for the said County of San
Diego, personally appeared	
personally known to me to be th	e same person described in and whose
namesubscribed to	the within instrument and he ack-
-newledged to me that he exec	uted the name.

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

Water Right Contract

		ü
No	• • • • • • • • • • • • • • • • • • • •	
105,500		j

This agreement, in	lade and entered into this	
19 , by and between the	SAN DIEGO FLUME COMPANY, a	corporation, and the owner of
certain water and water right	nts, and a system for the delivery	of water to consumers, in the
County of San Diego, State	of California, party of the first pa	art, and
of the County of	State of	part
of the second part, hereina	fter called consumer.	
Witnesseth, That the	party of the first part agrees to a	nd does hereby sell and convey
to the consumer a water rig	ht to	miner's inchof
	2,960 standard gallons of water i	[발발] 사용하다 나를 가는 것이 되었다. 하면 하는 사람들은 사람들이 되었다.

Provided, That said water shall be delivered under and in accordance with the rules and regulations established from time to time by the party of the first part.

part at a suitable point on its main flume line for deliveries above the flume terminus, or at

a suitable point on its main pipe line for deliveries below the flume terminus.

Said water right is sold for the use of, and to be appurtenant to, the following described real estate, now owned by the consumer, in the County of San Diego, State of California, to-wit:

And it is expressly understood and agreed that the water right hereby sold shall belong to said described real estate and be used thereon, and not diverted therefrom, or used on any other lands.

In Consideration of the foregoing stipulations and agreements the consumer agrees and binds himself, his heirs, executors and assigns, to in all things comply with the rules and regulations from time to time established by the party of the first part, its successors or assigns, for general application to consumers, and will perform the terms and conditions of this agreement on his part to be performed, and that he will promptly pay all annual water rates and charges for the water to which he is entitled under and by virtue of this agreement, at rates fixed as provided by law or by the party of the first part, which until further ordered shall be at the rate of Sixty dollars (\$60) per inch per annum, and at the times, in the manner, and according to the rules and regulations made and adopted by the party of the first part. The annual rental for the amount of water to which the consumer is entitled under this contract, is to be paid whether the same is used or not.

It is further agreed that the amounts hereby agreed to be paid for the annual rates for water, shall be a charge and lien upon the real estate above described, and run with and be binding thereon, in the hands of the consumer, and his heirs, executors and assigns, in the same manner, and to the same extent, as if a mortgage were given to secure the payment thereof.

The payments above provided for, and each of them, must be made to the party of the first part, at its office in the City of San Diego, in the County of San Diego, State of California.

And it is expressly stipulated and agreed that time is of the essence of this contract, and in case the consumer, his heirs, executors or assigns, shall fail to make the payments aforesaid, or any of them, or any part thereof, at the times and places above specified, then this contract shall, at the option of the party of the first part, be and become entirely null and void, and the party of the first part shall have the right to shut off and cease to deliver said water; or the party of the first part may, at its option, enforce this contract by action to collect the sums due, and the enforcement of its lien therefor upon said lands; and in case it so elects to enforce this contract the failure to pay any of the sums falling due for said water right, or any part thereof, shall render the whole amount of all the payments therefor immediately due and collectible at the option of the party of the first part.

It is further stipulated and agreed that no assignment of this contract shall be valid except the same be made with the conveyance of, and to the owners in fee simple of, said real estate, and that any person to whom this contract is assigned, or said real estate and water right conveyed, his or her heirs and assigns shall become personally liable to pay the amounts agreed by this contract to be paid. And any assignment or conveyance of this contract, or the water right herein sold, to any person, not the owner in fee simple of said real estate, shall be absolutely void, and any such assignment or conveyance shall forfeit all rights under this contract; and the party of the first part may, immediately, shut off and cease to furnish water under this agreement.

All costs and expenses necessary in making connections of pipes, flumes and all appliances for the taking and delivery of said water shall be paid by the consumer, his heirs, executors or assigns, who shall have the right to connect with said main flume or pipe of the party of the first part, provided that such connection shall be made under the supervision of and to the satisfaction of the party of the first part.

Neither the consumer, nor his successors in interest, shall in any way, either by conduits originally deficient in manner of construction, or quality of material used, or by permitting said conduits to become or remain out of repair, or by any other means, or in any other manner, permit or allow any substantial or appreciable waste of any part of the water herein contracted and provided for; and any violation of this provision shall give the party of the first part the right to shut off the water until such waste is sufficiently provided against.

If the supply of water of the party of the first part be at any time shortened, or its capacity for delivering the same impaired, by the act of God, the law or the public enemy, accident to any part or portion of its works, or failure of the average amount of rainfall in the mountains, or for any other cause not due to the negligence of the Company, then said above described lands shall, during the period of such shortage or impairment, be entitled to a pro rata supply of water distributed under such reasonable rules and regulations as the Company may adopt, after a full supply shall have been furnished to all cities and towns that are or may be dependent either in whole or in part upon said system of water works for their supply of water for municipal purposes, and for their inhabitants. And the said party of the first part shall not be responsible for any damages caused by any deficiency of water occasioned by any of the above causes, if it shall use and employ all due diligence at all times in repairing and protecting its said flume and works and in maintaining a flow of water therein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first above written. THE SAN DIEGO FLUME COMPANY, ATTEST: ByPresident Secretary. Secretary. Before me,		grants to said party of the first part a right of way over and escribed for the pipe lines or aqueducts of said Company.
State of California, County of San Diego. Before me, President Secretary. State of The San Diego for this day personally appeared personally known to me to be the foregoing instrument, whose name as such President is subscribed to the foregoing instrument and acknowledged to me that the said The San Diego Flume Company executed the same for the purposes and considerations therein named. Given under my hand and seal of office, this. Anotary Public in and for said County of San Diego, on this day personally appeared personally known to me to be the foregoing instrument, whose name as such President is subscribed to the foregoing instrument and acknowledged to me that the said The San Diego Flume Company executed the same for the purposes and considerations therein named. State of		
State of California, County of San Diego. Before me, President Secretary. State of The San Diego, on this day personally appeared personally known to me to be the President of The San Diego Flume Company, who executed and who is described in the foregoing instrument, whose name as such President is subscribed to the foregoing instrument, and acknowledged to me that the said The San Diego Flume Company executed the same for the purposes and considerations therein named. Given under my hand and seal of office, this. day of Notary Public in and for the County of San Diego, California. State of County of Notary Public in and for the foregoing instrument and the same for the purposes and considerations therein named. State of County of Notary Public in and for the County of San Diego, California. Before me, a Notary Public in and for said County of on this day personally appeared personally known to me, who executed and who is described in the foregoing instrument at the second party, and acknowledged that he executed the same for the purposes and considerations therein named. Given under my hand and seal of office, this. Given under my hand and seal of office, this.		
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State of California, County of San Diego. } Sefore me, Before me, Notary Public in and for said County of San Diego, on this day personally appeared personally known to me to be the President of The San Diego Flume Company, who executed and who is described in the foregoing instrument, whose name as such President is subscribed to the foregoing instrument and acknowledged to me that the said The San Diego Flume Company executed the same for the purposes and considerations therein named. Given under my hand and seal of office, this. Before me, Notary Public in and for the County of San Diego, California. Before me, Notary Public in and for the County of San Diego, California. Before me, Notary Public in and for said County of on this day personally appeared. Refore me, Notary Public in and for the County of San Diego, California. Before me, Notary Public in and for the County of San Diego, California. Before me, Notary Public in and for said County of on this day personally appeared. Refore me, Notary Public in the foregoing instrument at the second party, and acknowledged that he executed the same for the purposes and considerations therein named. Given under my hand and seal of office, this. Given under my hand and seal of office, this.		그래면 가수 없는 사람들이 되었다.
State of California, County of San Diego. Before me, Persident of The San Diego Flume Company, who executed and who is described in the foregoing instrument, whose name as such President is subscribed to the foregoing instrument and acknowledged to me that the said The San Diego Flume Company executed the same for the purposes and considerations therein named. Given under my hand and seal of office, this. Before me, Notary Public in and for the County of San Diego, California. Before me, a Notary Public in and for said County of. on this day personally appeared. personally known to me, who executed and who is described in the foregoing instrument are the second party, and acknowledged that he executed the same for the purposes and considerations therein named. Given under my hand and seal of office, this. Given under my hand and seal of office, this.		
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Before me,		Secretary.
Before me,		
State of	President of THE SAN DIEGO foregoing instrument, whose is and acknowledged to me that for the purposes and consider	personally known to me to be the personal to be the personal to the said The San Diego Flume Company executed to the foregoing instrument, at the said The San Diego Flume Company executed the same erations therein named.
State of	GIV	#####################################
State of		day or
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Located on				
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THIS INDENTURE WITNESSETH : That Bryant Moward and R.A. Thomas, Trustees of the

LA MESA COLONY

tract, and the San Diego Flume Company, for and in consideration of the sum of Five Hundred Dollars to them in hand paid, and Five Hundred Dollars to be paid, do hereby grant, sell and convey unto the following real estate situate in the County of San Diego and State of California, to-wit:- Lot numbered as designated on the plat of "La Mesa Colony" as surveyed and platted by William M. Fitshugh, Civil Engineer, and now on file in the Recorder's Office in said County, containing acres; also Lot numbered in Block numbered in the town of "La Mesa" as designated on said plat, together with the right to take water from the pipes or flumes of said Company at the rate of one miner's inch measured under a four inch pressure (for irrigation and domestic purposes) for said tract number subject to the payment of \$30 per inch per annum, water rates; therefor, and to such rules and regulations in regard to tapping mains or flumes, shortage, wastage, use of water, and payment for same, as the Company may adopt for general application to consumers. But the full right of way is hereby reserved for all the pipes or aqueducts of said Company.

And said Company hereby agrees to convey water in its pipes or flumes to the edge of said tract number within a reasonable time after the completion of its main flume line to its reservoir about eight miles east of the City of San Diego, and near said " La Nesa Colony."

This grant is made upon the express condition that until the promiseory note for the sum of \$500.00 of even date herewith, and

due in one year and drawing 8 per cent intorest, given by the grantee herein, for the balance due on the purchase money to be paid as aforesaid, is fully paid, the said Trustees on behalf of the said Company, and the said Company on its own behalf, shall retain a vendor's lien on the real estate herein described which may be enforced in accordance with law.

•••••	Trustees.
	(SEAL)
• • • • • • • • • • • • • • • • • • • •	

State of California) :- ss.
County of San Diego.

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

1

EVALUE STUIS CONTRAVOR

WHEREAS, the reclamation of the now desert mesas surrounding the City of San Diego by water brought from the distant mountain ranges, requires a wast, complicated and unusually expensive system of works.

AND WHEREAS, said reclamation will be of great value to my own property and all other property within many miles of San Diego.

AND WHEREAS, the value of all property that may be reached by such a system is, and will be enhanced by every increase in the extension of such a system and in the regularity and certainty of its water supply, in which benefits my sum lands, hereinafter described, will largely share.

AND WHEREAS, the San Diego Flume Company, a corporation organized and existing under and by virtue of the laws of the State of California, and having its office and principal place of business at San Diego, California, desires to amplify, at great expense, its works already begun, so as to insure forever a large and reliable supply of water for the irrigation of a vast area of arid lands, including my lands hereinaster described.

now THEREFORE, in consideration of the benefits which will result to my said property, hereinafter described, from the works of the San Diego Flume Company, and in consideration of the agreements and promises of the said San Diego Flume Company hereinafter written, and as an inducement to said Company to incur great and unusual expense in and about the increase of its works and to aid and encourage it in its attempts to secure a large and reliable supply of water, I hereby covenant, promise and agree to and with said Company to pay to it or its assigns the sum of

And in further consideration of the premises and as an inducement to said Company to extend and improve its said works from time to time and to aid it is extending and improving and maintaining the same so as to increase either the flow of water to be used by it, or the regulatity of the flow of said water, by which increase the value of all the lands in the vicinity of my own lands, hereinafter described, and my said lands will necessarily be continually enhanced by reason of the increased centainty of sufficient water for irrigation purposes in the dryest season, I do hereby, for myself, my heirs, executors, administrators, personal representatives and assigns, promise and agree to and with said San Diego Flume Company to pay to it, its successors and assigns, from and after the time when it shall begin to allow me the use of its water upon my said lands hereinafter described, the annual sum of

under four inch pressure hereinafter granted by said Company to said land, or a proportionate amount for any quantity less than one inch taken for any part of said lands, provided that the annual payment for any subdivision however small shall not be less than three dellars. And provided further, that if said land is hereafter included within the limits of any incorporated city or town said Company may demand city rates for all water, and that if for any sause whatever, I myself, my heirs, executors, administrators, personal representatives or assigns, or the owners, lessees or occupants of the land now owned by me hereinafter described, and to be supplied with water, as herein above written, shall at any time after the use of water as herein written upon said land is once begun, shall fail, neglect or refuse to pay for the period of one year therefor to said San Diego Flume Company.

its successors and assigns, the said annual sum of

Bollars as hereinbefore written, to be paid to said Company, or if I myself, my heirs, executors, administrators, personal representatives or assigns shall fail to make any of the payments herein premised, agreed and written to be made by me, that then and in that case the said San Diego Flume Company, its successors and assigns shall be forever released and discharged from all obligations to me, my heirs, executors, administrators or assigns under the terms of this agreement, and this agreement shall be and become thereby determined and rescinded without notice to me, my heirs, executors, administrators or assigns, and the right to any water for any land herein described from said Company, its successors or assigns, shall forever cease and any cusements ereated by the use of such water prior to such failure shall by such failure and neglect be forever determined, released and discharged, and said San Diego Flume Company, its successors and assigns, may thereafter dispose of all the water theretefore used on the land herein described, and the right to the perpetual use thorses as it or they may see fit, and in the event of such failure, all right to said water and the use thereof or to compensation or demages for failure to supply the some thereafter is hereby for myself, my heirs, executors, administrators, and assigns and all lessees or excupants of the land hereinafter described forever expressly waived, but in the event of said failure, the said gan Diego Flume Company, its successors and assigns, shall thereafter retain, held and keep all rights of way, riperian rights, water rights granted or given to it under the terms of this agreement, and may retain and keep for its own use all moneys which it shall then have received under the terms of this agreement.

All the covenants herein made are to run with and bind my lands hereinafter described and myself, my heirs, executors, administrators and assigns, but no covenants herein empressed are to be

binding upon said Company, its successors or assigns unless all payments herein provided to be made shall be made according to the tenor and effect of this agreement and at the times and in the manner herein provided for the payment thereof.

The lands referred to in this agreement now owned by me to be irrigated by said Company and to be bound by the terms of this agreement are the lands situated, lying and being in the County of San Diego, State of California, bounded and described as follows, to-wit:

In case of transfer of any part of said land, every grantee thereof shall always be responsible as to said part for the fulfillment of all the obligations herein written, and subject to all the penalties, forfeitures and conditions herein written, and the rules and regulations of distribution herein referred to. And by the acceptance of any conveyance, lease, centract of conveyance, or possession of any part of said land from me, my heirs, representatives or assigns, the grantee in such conveyance, lease or contract, or party in possession, his heirs, representatives or assigns, accept the conditions herein written and covenant for their performance, subject to all for feitures, penalties and conditions herein written.

By its acceptance of this agreement the said San Diego Flume Company binds itself, its successors and assigns so long as the covenants herein written to be kept and performed by me, my heirs, executors, administrators or assigns, shall be kept and performed according to the tenor and effect of this agreement, to furnish annually for the land hereinabove described, and none other, water

PROVIDED however, that the Company's supply of water be not shortened or its power of delivery thereof, be not prevented or abridged by the act of God, of the dements or failure of the average rainfall in the mountains or by the operation of the law, public enemies or by riet or insurrection or by accidents to the machinery or plant of the said Corporation; and PROVIDED that if the capacity of the San Diego Flume Company shall be impaired by any of the causes above written and its supply of water shall be thereby shortened, the land herein described shall be entitled to such pro rate of water as can be supplied during the period that such impairment shall exist as shall be consistent, with a full supply for cities and towns, and with the fulfillment of the other outstanding contracts for water in force against said San Diego Flume Company, its successors and assigns: PROVIDED. however, that the distribution and delivery of water to be made under the terms of this agreement shall at all times be made subjost to thegeneral rules and regulations for distribution and delivery of water which said Company may from time to time adopt: and PROVIDED further, that the water rights herein agreed upon are to be supplied with and transferable only with, the lands herein described.

And in consideration of the premises, I, the undersigned,
do hereby covenant, premise and agree for myself, my
heirs, executors, administrators and assigns, to and with said San
piego Flume Company, its successors and assigns, that none of the
water to be furnished to me under this agreement shall be used or
sold except for the land hereinabove described and that none of the
water herein agreed to be furnished shall be allowed at any time to

run to waste, and that the right, property and title to all water herein described or referred to which shall not actually be used upon the land herein described by the owners, lessees or occupants thereof shall at all times be and remain in said San Diego Flume Company, its successors and assigns.

And in consideration of the premises, I, the undersigned,

de hereby grant, bargain and sell unto the said San
Diego Flume Cempany, its successors and assigns, a perpetual right
of way over a strip of land in and upon the lands hereinabove
described feet wide for the erection and construction of any aqueducts of said corporation for the conveyance
of water either for the irrigation of the lands herein described
or for the supply of any lands or premises whether adjacent to said
lands or otherwise, and I also grant, bargain am sell to said
San Diego Flume Company, its successors and assigns, all my rights,
whether as riparian owner or otherwise to divert, use and impound
the waters of the San Diego River, or any other stream or streams
from which said San Diego Flume Company, its successors or assigns
may hereafter desire to divert, use or impound water.

And as security for the performance of all the covenants herein written to be kept and performed by me I do hereby mortgage to said San Diego Flume Company, its successors and assigns, all the following described piece or parcel of land situate, lying and being in the County of San Diego, State of California, bounded and described as follows, to-wit:

IN WITNESS WHEREOF,..... hereunto set..... hand and seal this day of 188...

No. 376.

THIS AGREEMENT, made and entered into this first day of July, 1909, by and between the SAN DIEGO PLUME COMPANY, a corporation, and the owner of certain water rights and a system for the delivery of water to consumers in the County of San Diego, State of California, party of the first part, and the COLUMBIAN REALTY COMPANY; a corporation, party of the second part.

WI THESSETH:

That the party of the first part does hereby agree to sell, furnish, and supply to the party of the second part, not to exceed 9-7/8 inches of water, miner's measure (under a four inch pressure from the center of the opening), being equivalent to 12,960 standard gallons of water every 24 hours for each and every inch, or total per each 24 hours of 127,980 gallons, to be delivered through the pipe line of the party of the first part, situate on El Cajon Boulevard at a point a short distance east of what is known as the Teralta school house, at which point shall be located one of two meters for measuring said water, upon the pipe line of the party of the first part, through which water is delivered, and the other meter to be located at the intersection of El Cajon Boulevard or Avenue with Pacific street, otherwise known as Second street.

That said water is agreed to be sold, furnished, and supplied by the said party of the first part to the said second party for use within that territory in the said county of San Diego, described as follows, to-with

Commencing at the northeast corner of Steiner street (Otherwise known as University Avenue) and Pacific street (otherwise known as Second street); the noe east along said Steiner street (otherwise known as University Avenue) to the Morthwest corner of Steiner street (otherwise known as University Avenue) and Euclid street; thence north to the intersection of Euclid street with El Cajon Boulevard or Avenue; thence

westerly along the southern boundary of El Cajon Boulevard or Avenue to its intersection with Fairmount Avenue; thence west on Monroe Avenue to its intersection with Monroe Avenue; thence west on Monroe Avenue to its intersection with Conklin street; thence south on Conklin street to its intersection with El Cajon Boulevard or Avenue; thence west on the north line of El Cajon Boulevard or Avenue to its intersection with Fourth street; thence north on Fourth street to its intersection with Monroe Avenue; thence west on Monroe Avenue to its intersection with an unnamed street east of and adjoining Blook "D" of Teralta Heights; thence south on said unnamed street to Olive Avenue; thence west along Olive Avenue to Second street or Pacific street; thence south on Second street or Pacific street; thence south on Second street

That it is expressly understood and agreed that the water hereby agreed to be sold, furnished, and supplied to the party of the second part, shall be sold, furnished and supplied to the party of the second part only within the territory above described.

second part is the owner of water rights attached to lands within the territory above described under other and divers contracts with the party of the first part, altogether amounting to 5.80-5/6 inches, as scheduled on Statement "A" attached to and made a part of this contract, and that the party of the second part has options to buy certain lands of divers owners thereof within said territory which have water rights attached thereto, in the total amount of 4.06-4/6 inches of water, as also scheduled on Statement "A" attached to and made a part of this contract. And that all such water-right contracts shall be rescinded and surrendered, and this contract shall be and hereby is substituted in the place and stead of all other contracts concerning rights for the use of water which applies to the lands within the boundaries above described.

The party of the second part hereby grants to the party of the first part all its rights in and to the divers contracts above reforred to, whether the same have already been acquired or shull hereafter be acquired by said second party.

It is further understood and agreed that nothing in this contract shall be construed so as to affect the rights of other persons not parties to this contract who may have water-right contracts with the party of the first part for the use of water upon lands within the territory above described, or as in any way releasing other persons or property owners within said territory from their liabilities under bheir respective contracts which they may respectfully have with the party of the first part upon the lands within said described territory.

IN CONSIDERATION of the foregoing stipulations and agreements the party of the second part hereby promises and agrees on behalf of itself and assign, to pay for the water supplied under this contract the sum of fifty dollars (\$50.00) per month, which said payments shall be made monthly on or before the tenth day of each salendar month at the office of the first party in the City of San Diego, which said sum bhall be the minimum amount to be paid; and if the amount of water consumed during any calendar month shall be in excess of the amount of water to which the party of the second part is entitled, such excess shall be paid for at the rate of ten cents per one thousand gallons.

The amount of water furnished and supplied shall be determined as follows:

All water furnished under this contract shall be supplied through two meters located at the places above designated, and the reading thereof shall be taken on or about the first of each calendar month.

The said party of the first part shall have the exclusive management and control of said meters.

It is further agreed that said water shall be supplied in accordance with the rules and regulations made and adopted by the party of the first part!

It is further agreed that if the party of the second part shall fail or neglect to pay the said water rates as above provided and at the

time and place above provided, that this contract shall, at the option of the party of the first part, be and become entirely mull md void, and the same shall be deemed to have terminated, and the party of the first part shall have the right to shut off and cease to deliver said water; and it is further understand and agreed that the party of the first part shall not in any way be bound by any contracts which the party of the second part may make with any of its consumers or members.

All costs and exponses necessary in making connections of pipes, flumes, and all appliances for the taking and delivery of said water shall be paid by the party of the second part, and the cost of installing, repairing, and maintaining said meters on El Cajon Boulevard, or any other mater or connection which may be made, shall be paid by the said party of the second part, provided that all such connections shall be made under the supervision and to the satisfaction of the party of the first part.

The party of the second part shall not in any way, either by conduits originally deficient in manner of construction, or quality of material used, or by permitting such conduits to become or romain out of repair, or by any other means, or in any other manner, permit or allow any substantial or appreciable waste of any part of water herein contracted and provided for; and any violation of this provision shall give the party of the first part the right to shut off the water until such waste is sufficiently provided against.

any time shortened, or its capacity for delivering same be impaired, by the act of God, the law or the public enemy, accident to any part or portion of its works, or failure of the average amount of rainfall, or for any other cause not due to the negligence of the Company, then said party of the second part shall only have the right to demand and receive, during the period of such shortage or impairment, a pro rata supply of water distributed under such researchle rules and regulations as the Company may

adopt, and the party of the first part shall not be responsible for any damages eaused by any deficiency of water occasioned by any of the above causes, if it shall use and employ all due diligence at all times in repairing and protecting its flume and works and maintaining a flow of water therein.

This contrast refers only to gravity water in the system of the party of the first part and not to any pumped water in seasons of drought except that the second party shall have equal privileges with other consumers in making special contracts with other consumers for pumped water.

IN WITHESS WHETERLY, the said respective parties have caused their respective corporate names and scale to be hereto affixed by their respective Presidents and attested by their respective Secretaries, in duplicate.

BAN DIRGO MULIE COMPANY
President.
COLUMBIAN REALTY COMPANY
Provident .

STATEMENT "A".

WATER RIGHTS - COLUMBIAN REALTY COMPANY.

OWIDED AND UNDER OPTION.

			CARRED VAID OUDER OF TO	79-5, Car		
	Folio of Flume Co. Register.	7.11(a) 5.4 (a) E) **********************************		Inches.	Rate per inch yearly	Annual Payment.
No	384	20	W.R. Micholson, 1 to 5,11 to 15 D 27 to 30, M. Teralta,	1.33-1/3	45.00	60.00
	389	2	C.L. Williams, 1 to 11,C, Toral ta	•13	45.00	6.00
	410	10	W.P. Hembert, 2 to 6, 12 to 16,0,	•49	45.00	21.96
	385	6	W.P. Herbert. 8 to 10, 18 to 20,C.	•40	45.00	18.00
	388	50.5	O Harper, 31 to 25, N. Teralta,	3.18 1/3	45.00	37.20 143.16
	374	5	J.W. Rifo (Q) Pt. Lot 9 Mineurs Sub.	•18 }	60.00	7.56
	377	20	J.W. Rife, (Q) In 8. 4 N.W.	1.00	60.00	60.00
	378	20.5	28 - 16 - 2 V. Eatony. In 8.1 H.w.1	1.00	60.00	60.00
	378	13.5	28 - 16 - 2 V., Simons, In 8.4 N.W. 4 26 - 16 - 2 V.,	•50	60.00	30.00
		58.5	7	2.62		157.56
		Opt	1 ons			
	379 10)	Balling,	.66 2/3	45.00	30.00
	409 15		Quatermass.	1.00	45.00	45.00
	386 11		Teralta, 39 to 44, H. Allen, 2 to 9, 15, 16, 17, I.	.73	45,00	32.88
	365 26	.50	Toral ta Steilberg, S. 4. N. V. 2 28 - 16 - 2 V.	1.67	60.00	100.20
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	74	0.0	nea_			
	109 68	.50 .00 .50	At \$45.00 per inch At \$60.00 per inch. Total Owned Total on options	3.18 1/3 2.62 1/2 5.80 5/6 4.06 4/6 9.87 1/2		143.16 157.56 300.72 208.08

State of California,) :- 88.
County of San Diego.

On this 14th day of August, 1909, in the year one thousand nine hundred and nine, before me, Laura B. Anderson, a Notary Public in and for said County of San Diego, duly commissioned and sworn, personally appeared N.C. Healion, known to me to be the President of the Corporation described in, and who executed the within and annoxed instrument, and acknowledged to me that such corporation executed the same.

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

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

State of California,):- 88.
County of San Diego.

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

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

THIS ACTUREMENT made and entered into this ______ day of January, 1910 by and between the San Diego Flume Company, a corporation and the owner of certain water rights and a system for delivering water to consumers in the County of San Diego, State of California, party of the first part and El Cerrito Park Water Company, a corporation, party of the second part, WITHESSETH:

WHEREAS, certain water right contracts entered into by the party of the first part with divers persons agreeing to furnish water upon a portion of the lands hereinafter described have been relinquished to the said party of the first part by El Cerrite Park Company, a corporation, and the right to use water under and pursuant to the provisions of said contracts having been re-convoyed to said company by the said El Cerrite Park Company, and,

WHEREAS, El Certito Park Company is the owner of all the lands herein described, included in any of the water right contracts, and,

WHEREAS, El Cerrito Park Company has cancelled, rescinded, and annulled all contracts for the supply of water upon said lands owned by it, hitherto existing between the owner thereof and the party of the first part, and,

WHEREAS, said Bl Cerrito Park Company has assented to the making of this contract.

MOW, THEREFORE, in consideration of the premises it is agreed as follows: That the party of the first part does hereby agree to sell, furnish, and supply to said party of the second part not to exceed fourteen and one-half (14%) inches of water, Miner's Measure, under four (4) inch pressure from center of opening or the equivalent of 12,960 standard gallons of water each twenty four hours for each and every inch or total per each twenty-four hours of 187,920 gallons to be delivered from the pipe line of the party of the first part situated on El Cajon Boulevard, at which point shall be located a meter for measuring said water, through which meter water shall be delivered.

Said meters shall be placed under the supervision of the party of the first part, on the pipe of the said party of the second part, and as near its connection with the pipe line of the party of the first part as is practicable; and the cost of installing and maintaining same shall be at the expense of the party of the second part.

A gate or stop-cock shall be placed on the pipe of the party of the second part between the meter and the main pipe of the party of the first part at the cost and expense of the party of the second part.

After the installing of said meter and gate or stop-cock no changes shall be made therein without the consent of and under the supervision of the party of the first part, and said party of the first part shall at all times have control of the came.

Said water is agreed to be sold, furnished, and supplied by said party of the first part to said party of the second part for use within that territory in the County of San Diego, State of California, described as follows, to-wit:

East one-half of Section Twenty-seven (27) Township Sixteen (16) South, Range two (2) West, S.B.H., otherwise known as the C.C. Seaman Subdivision or Waterville Heights; Lots twenty-two (22) twenty-three (23) twenty-four (24) and twenty-five (25) of Rast Red-lands according to a map thereof on file in the office of the Recorder of Sald County, containing forty (40) acres moreorless; Lots one (1) and two (2) of Lemon Villa according to the map thereof on file in the office of the Recorder of Sald County; Redlands Tract containing eighty (80) acres, and Lot twenty-six of Sald East Redlands.

hereby agreed to be sold, furnished and supplied to the said party of the second part shall be sold, furnished, and supplied only within the territory above described, and in consideration of the foregoing stipulations and agreements said party of the second part primises and agrees on behalf of its self and assigns to pay for the water supplied under this contract at the rate of five cents per thousand

gallons, which payments shall be made monthly on the first day of each calendar month at the office of the party of the first part in the City of San Diego, provided, however, that in no one month shall the minimum amount to be paid be less than \$36.25, (thirty-six dollars and twenty-five cents), and it is further agreed that if the amount of water consumed during each calendar month shall be in excess of the amount of water to which the party of the second part is entitled such excess shall be paid for at the rate of five cents per thousand gallons. If payments are not made within fifteen days after they become due as above provided the party of the first part shall have the right to dis-continue the supply of water without notice.

The water supplied under this contract shall be supplied through said meter, as aforesaid, which meter shall be under the management and control of said party of the first part, and it is further agreed that said water shall be supplied in accordance with the rules and regulations made and adopted by said party of the first part for the control of its water supply system.

And it is further agreed that if the party of the second part shall fail or neglect to pay said water rate as above stated, and at the time and place above stated, that said contract shall at the option of the party of the first part become entirely null and void, and same shall be deemed to have terminated, and the party of the first part shall have the right to shat off and coase to deliver said water.

And it is further agreed and understood that the party of the first part shall not in any way be bound by any contract which the party of the second part may make with any of its consumers or members.

The party of the second part shall not in any way, either by conduits originally deficient in mannor of construction, or quality of material used, or by permitting such conduits to become or remain out of repair, or by any other means, or in any other manner, permit or allow any substantial or appreciable waste of any part of water herein contracted and provided for; and any violation of this provision shall give the

party of the first part the right to shut off the water until such waste is sufficiently provided against.

any time shortened, or its capacity for delivering same be impaired by the act of God, the law, or the public enemy, accident to any part or portion of its works, or failure of the average amount of rainfall, or for any other cause not due to the negligence of the company, then said party of the second part shall only have the right to demand and receive during the period of such shortage er impairment, a pro rata supply of water distributed under such reasonable rules and regulations as the company may adopt, and the party of the first part shall not be responsible for any damages caused by any deficiency of water occasioned by any of the above causes, if it shall use and employ all due diligence at all times in repairing and protecting its flume and works and maintaining a flow of water therein.

This contract refers only to gravity water in the system of the first party and not to any pumped water in seasons of drought except that the second party shall have equal privileges with other opnsumers in making special contracts for pumped water.

IN WITHESS WHEREOF, the said respective parties have caused their respective corporate names and scale to be hereunto affixed by their respective Presidents and attested by their respective Secretaries in duplicate.

		Ву	HAB	MIGO	FLUME	COMPAIN	Y .
ATTEST:							
	Secretary						
			et.	CISRRIT	O PARK	WATER	COMPANY.
		Ву			reside	nt	
TTROT:							

Secretary

STATE	OF	CAT. II	PORNIA	.)	
					88.
COUNTY	OF	SAIF	DIEGO))	

Before me	a Notary Public
in and for said County of San I	dego; on this day personally appeared
	ersonally known to me to be the
President of the San Diego Flux	ne Company, who executed, and who is
described in the foregoing inst	rument, whose name as such President
is subscribed to the foregoing	instrument, and acknowledged to me
that the said San Diego Flume C	company executed the same for the
purposes and considerations her	ein named.
Given	under my hand and seal of office, this
	day of January, 1910.
	Notary Public in and for the County of San Diego, California
STATE OF CALIFORNIA) COUNTY OF SAN INEGO)	
Before me.	A Hotary
Public in and for the County of	San Diego, State of California, on
	personally
known to me to be the President	of El Cerrito Park Water Company of
San Diego, a corporation, who e	xecuted and who described in the fore-
going instrument, and acknowled	ged to me that the said El Corrido
Park Water Company of San Diego	executed the same.

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

Given under my hand and seal of office this

day of January, 1910.

CONTRACT FORM NO. 7

EXHIBIT

WITHESSETH: That the party of the first part does hereby agree to sell, furnish and supply to the party of the second part, not to exceed five inches of water, miner's measure (under a four-inch pressure from the center of the opening) being equivalent to 12,960 standard gallons of water every twenty-four hours for each and every inch, to be delivered through the pipe line of the party of the first part, situate on El Cajon Boulevard at a point opposite the road between tracts seventy-two (72) and seventy-three (73) of the La Mesa Colony, County of San Diego, State of California, at which point shall be located the main line meter for measuring said water, upon the pipe, line of the party of the second part, through which said water is delivered.

That the said water is agreed to be sold, furnished and supplied by the said first party to the said second party for the ase within that certain territory in said County of San Diego, described as follows, to-wit:

Commencing at the point where the northeasterly corner of Parks Addition intersects with Lot Seventy-three (73) of La Hesa Colony, thence running westerly along the southerly line of lots seventy-three (73) seventy-two (72) seventy-one (71), and saxty-three (63) of said La Mesa Colony: thence southwesterly along the southerly line of the Chollas road: thence south on the west lines of Mount Nebo tract and Mount Nebo tract number two to the southwesterly corner of said Mount Nebo tract number two; thence southeasterly along the southerly boundary of said Hount Nebo tract number two to an intersection with lot eighteen (18) subdivision number four of Allisan's subdivision of Ex-Mission lot twelve (18): thence

southerly along said lot eighteen (18) to the southwest corner thereof:
thence southeasterly along the southerly line of said lot eighteen (18)
to the southeasterly corner thereof: thence northeasterly along the easterly boundaries of lots eighteen (18), fifteen (15) and fourteen (14), of
said division number four of Allison's subdivision of Ex-Mission lot twelve
(12) and Park's Addition to the point of beginning.

That it is expressly understood and agreed that the water hereby agreed to be sold, furnished and supplied to the said party of the second part, shall be sold, furnished and supplied by the party of the second part only within the territory above described.

It is further understood and agreed that nothing in this contract shall be construed so as to affect the rights of persons who may have water right contracts with the party of the first part, for the use of water upon the lands within the territory above described or as in any way releasing other persons or property owners within said territory from their liabilities under their respective contracts which they may respectfully have with the party of the first part upon the lands within said described territory.

IN CONSIDERATION OF THE FOREGOING STIPULATIONS AND AGREEMENTS
the party of the second partifiereby promises and agrees on behalf of itself
and assigns, to pay for the water supplied under this contract, the sum of
six cents (6 cts.) per thousand gallons to be measured as hereinafter provided, which said payments shall be made monthly on or before the 10th day
of each calendar month at the office of the first party, in the City of
San Diego, provided however, that if the amount of water furnished and
supplied during any calendar month shall not be sufficient to make the sum
of twelve dollars (\$12.00), then the said second party will pay the sum of
twelve dollars (\$12.00) per month for each month of such deficient consumption. The amount of water furnished and supplied shall be determined
as follows:

pirst -- The meter reading shall be taken on or about the first day of each calendar month at the meter above mentioned on El Cajon Boulevard.

Second -- The meter readings of all consumers under contracts with the first party other than the second party, within the territory above described, shall be taken on or about the first of each calendar month and the amount of water supplied to such consumers shall be deducted from the amount taken at the meter on El Cajon Boulevard and the balance, if any, shall be paid for as above provided, but not less than twelve dollars (\$12.00) per month in any case.

The said party of the first part shall have the exclusive management and control of said meter on El Cajon Boulevard and shall continue to manage and control the meters of its several consumers within the territory above described, as may be provided in their respective contracts.

It is further agreed that said water shall be supplied in accordance with the rules and regulations made and adopted by the party of the first part.

It is further agreed that if the party of the second part shall fail or heglect to pay the said water rates as above provided and at the time and place above provided, then this contract shall, at the option of the party of the first part, be and become entirely null and void, and the same shall be deemed to have terminated and the party of the first part shall have the right to shut off and cease to deliver said water, and it is further understood and agreed that the party of the first part shall not in any way be bound by any contracts which the party of the second part may make with any of its consumers or members.

All costs and expense necessary in making connections of pipes, flumes and all appliances for the taking and delivery of said water shall be paid by the party of the second part and the cost of installing, repairing and maintaining said meter on El Cajon Boulevard or any other meter of connection which may be made shall be paid by the said party of the second part, provided that all such connections shall be made under the supervision and to the satisfaction of the party of the first part.

The party of the second part shall not, in any way, either by conduits originally deficient in manner of construction, or quality of

material used, or by permitting said conduits to become or remain out of repair, or by any other means; or an any other manner, permit or allow any substantial or appreciable waste of any part of water herein contracted and provided for: and any violation of this provision shall give the party of the first part the right to shut off the water until such waste is sufficiently provided against.

time shortened, or its capacity for delivering same be impaired, by the act of God, the law or the public enemy, accident to any part or portion of its works, or failure of the average amount of rainfall or for any other cause not due to the negligence of the Company, then said party of the second part shall only have the right to demand and receive during the period of such shortage or impairment, a pro rata supply of water distributed under such reasonable rules and regulations as the Company may adopt and the said party of the first shall not be responsible for any damages caused by any deficiency of water occasioned by any of the above causes, if it shall use and employ all due diligence at all times in repairing and protecting its said flume and works and in maintaining a flow of water therein.

This contract refers only to gravity water in the system of the party of the first part and not to any pumped water in seasons of drought except that the second party shall have equal privileges with other consumers in making special contracts with other consumers for pumped water.

It is further agreed that the party of the second part shall have the right and option of taking five inches additional water under the terms of this contract, at any time within one year from the date thereof, upon giving a written notice to the party of the first part that it elects to take the said five additional inches of water: and provided further that if the said five additional inches of water be taken within said time, that the minimum rate to be paid thereafter shall be twenty-four dollars (\$24.00) per month: and provided further that within two years from and after the date of this contract, the said party of the second part shall

have the right and option of taking an additional ten inches of water over and above the five inches provided for in this contract, and the five inches provided for in the year's option above referred to, upon giving a written notice to the party of the first part that it ellects to take said additional ten inches: and provided further that upon exercising the option to take the said ten inches, the minimum rate the reafter shall be forty-eight dellars (\$48.00) per month.

IN WITNESS WHEREOF, the parties he reto have executed this instrument in duplicate, the day and year first above written.

	THE SAN DIEGO ELUME COMPAN	Y.
	By	President.
Attest:		
	georetary.	
	LA MESA MUTUAL WATER	R COMPANY.
	By	Presiden

STATE OF CALIFORNIA)	
County of San Diego	
County of San Diego	
On this day of in the	your one
thousand nine Hundred and seven, before me	a Notary
Public in and for said County of San Diego du	ly commission-
ed and sworn, personally appeared	
Known to me to be the of the Corporation	on described
in, and who executed the within and annexed instrument, and	cknowledged
to me that such corporation executed the same.	
IN WITHESS WIEREOF, I have hereunto set my hand	, and affixed
my official scal, at my office in the	
County of San Diego, the day and year in this o	ertificate
first above written.	
In and for the County of San Diego, State of Co	lifornia.
STATE OF CALIFORNIA)	
Ss.	
County of San Diego	
On this day of in the year one	thousand
nine hundred seven, before me a Notary Publi	
said County of San Diego, duly commissioned	
personally appeared known to me to known to me to of the Corporation described in, and who exec	
in and annexed instrument, and acknowledged to me that such (
	Orpuracion
executed the same.	nectured ma
IN WITHESS WHEREOF, I have hereunto set my hand and	
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 the County of San Diego.

As a meeting of the Board of Directors of the La Mesa Mutual Water Company, held at La Mesa Springs on Tuesday, September seventeenth, one thousand nine hundred and seven, all members of the said Board being present, the following Resolution was duly adopted:-

"Be it resolved that the Prevident and Secretary of this Company be, and shey are hereby authorised and directed to sign, execute and soknowledge a certain contract with this Company and the San Diego Flume Company, a corporation, dated the twentieth day of August, 1907, and signed by M.C. Healion, president of San Diego Flume Company, which said contract is read in full before this Board at this time, and all the provisions thereof have been duly considered by this Board."

LA MESE MUTUAL COMPANY.

у				
	7.7.4	esiden	.,	
y				1

NO. 19

A.D., 1888, by and between the SAN DIEGO ELUME CO., a corporation, the party of the first part, and Levi Chase, the party of the second part, wi TNESSETH:

WHEREAS, the party of the first part has contracted and now owns a flume for the conduct of water from the Cuyamaga Mountain to the City of San Diego for the purpose of distribution and sale in said City and the territory intervening between said termini, which said flume passes over the lands of the party of the second part from the east line of section thirteen (13) to the west line of the east half of section fourteen (14), all in township sixteen (16), South, Range one (1) west of San Bernardino Meridan in the County of San Diego, State of California, following throughout a meandering line as now located thereon.

And WHEREAS, the party of the second part now has an orchard and country residence situate upon said sections Thirteen and Fourteen, a part on each thereof, now surrounded and enclosed by a fence and known as "Villa Cajon", and being desirous to procure from the party of the first part a supply of water for the use of said orchard and premises for irrigating the same and for the use of stock and persons employed and residing thereon.

Now therefore, in consideration of the covenants on the part of the party of the second part, hereinafter expressed, the party of the first part contracts and agrees that the party of the second part shall have the right to make connections with the said flume of the party of the first part of a two inch iron pipe entering the side there-of hear the bottom; one of said connections being near the spring and small reservoir of said party of the second part, and the other at a point where said flume comes nearest to the said orchard on the north-wrn end thereof. The pipe aforesaid shall be extended from the points of connection with said flums to, and be connected with the pipe system of the party of the second part in said orchard; And thereafter all

water drawn from said flume shall be taken and drawn from said pipes for the purpose of irrigation, through standard pipes of not more than one and one half inch diameter, or carried through one and one half inch rubber hose as hereinafter provided.

That the party of the first part will convey to the party of the second part a water right of two and one quarter (21) inches of water, Miner's measure, under a four inch pressure, to be taken and used as hereinafter provided; and subject to the conditions usual with said party of the first part in the sale of water rights to other parties.

part under this agreement and under and by virtue of his water right aforesaid, shall be measured, estimated and determined by the amount of water that he may draw from said pipes through one and one half inch iron pipe standards in his said grounds and to be used exclusively thereon from the first day of May to the first day of November, both enclusive, during ordinary seasons; but should an extraordinarily dry spring or fall necessitate a longer use of water for irrigation, he shall have the right to use and take the same through said pipes in the same way as herein-before provided, but in that case shall pay the party of the first part an extra amount themsfore proportionate to the same hereinafter specified to be paid by the party of the second part for the six months use first aforesaid. All connections made with said flume shall be made under the superintendence and direction of the superintending Engineer of said party of the first part, and to his satisfaction.

In consideration of the foregoing covenants on the part of the party of the first part, the party of the second part agrees that he will within ten days from the signing of these presents, convey to the party of the first part by good and sufficient grant deed a "Right of Way" for their said flume over and across his said land throughout the length thereof as now located and built thereon; fifty feet in width, viz, twenty-five feet on either side of center of said flume.

That he will pay to the party of the first part for the water

taken and used by him between the months of April and Hovember as aforesaid, the sum of two hundred Dollars per annum, to be paid monthly during the use thereof, the sum of thirty three 33/100 (33.33) Dollars at the end of each and every month and a pro rata sum for any extra amount of water used under this agreement as herein before provided.

That the Superintendent, Engineer or President of said corporation party, shall at all times have the right to go upon the grounds of the party of the second part to inspect the manner of taking, and the use of said water and in case any different system in the distribution or use shereof than is provided herein shall be found to exist thereon, he shall notify the party of the second part in writing of any variance from the conditions of this agreement; And in such case if the said party of the second part does not fully correct all such variances within ten days thereafter, the party of the first part shall have the right to shut off the water from said premises, until all such matters shall have been fully corrected by the party of the second part, stop cooks shall be placed in said pipes at or near their connections with said flume as aforesaid, and all of the expenses thereof and of making and maintaining said connections shall be borne and paid by the party of the second part.

This Agreement is hereby executed in duplicate on the day herein first written and on the part of the party of the first part by its
President, duly authorized by a resolution to execute the same and in
witness whereof its senl is hereto attached, and the hand of the party of
the second part.

SAN DIEGO HLUME CO.

By - Bryant Howard, President.

Levi Chase

Seal

Acknowledged before Munros Johnson, Mitary Public for the County of San Diego.

Seal .

Water Right Contract

This Agreement, ma	ade and entered into this	day of
certain water and water right	SAN DIEGO FLUME COMPANY, a control is, and a system for the delivery of f California, party of the first part,	water to consumers, in the
of the County ofof the second part, hereinaft	er called consumer.	part

Provided, That said water shall be delivered under and in accordance with the rules and regulations established from time to time by the party of the first part.

Said water right is sold for the use of, and to be appurtenant to, the following described real estate, now owned by the consumer, in the County of San Diego, State of California, to-wit:

And it is expressly understood and agreed that the water right hereby sold shall belong to said described real estate and be used thereon, and not diverted therefrom, or used on any other lands.

In Consideration of the foregoing stipulations and agreements the consumer agrees and binds himself, his heirs, executors and assigns, to in all things comply with the rules and regulations from time to time established by the party of the first part, its successors or assigns, for general application to consumers, and will perform the terms and conditions of this agreement on his part to be performed, and that he will promptly pay all annual water rates and charges for the water to which he is entitled under and by virtue of this agreement, at rates fixed as provided by law or by the party of the first part, which until further ordered shall be at the rate of Sixty contages of month for a fifty foot lot or less shall be at the rate of Sixty contages of the first part, and at the times, in the manfor each and every month in the year north for an additional regulations made and adopted by the party of the first part. The annual rental for the amount of water to which the consumer is entitled under this contract, is to be paid whether the same is used or not.

It is further agreed that the amounts hereby agreed to be paid for the annual rates for water, shall be a charge and lien upon the real estate above described, and run with and be binding thereon, in the hands of the consumer, and his heirs, executors and assigns, in the same manner, and to the same extent, as if a mortgage were given to secure the payment thereof.

The payments above provided for, and each of them, must be made to the party of the first part, at its office in the City of San Diego, in the County of San Diego, State of California.

And it is expressly stipulated and agreed that time is of the essence of this contract, and in case the consumer, his heirs, executors or assigns, shall fail to make the payments aforesaid, or any of them, or any part thereof, at the times and places above specified, then this contract shall, at the option of the party of the first part, be and become entirely null and void, and the party of the first part shall have the right to shut off and cease to deliver said water; or the party of the first part may, at its option, enforce this contract by action to collect the sums due, and the enforcement of its lien therefor upon said lands; and in case it so elects to enforce this contract the failure to pay any of the sums falling due for said water right, or any part thereof, shall render the whole amount of all the payments therefor immediately due and collectible at the option of the party of the first part.

It is further stipulated and agreed that no assignment of this contract shall be valid except the same be made with the conveyance of, and to the owners in fee simple of, said real estate, and that any person to whom this contract is assigned, or said real estate and water right conveyed, his or her heirs and assigns shall become personally liable to pay the amounts agreed by this contract to be paid. And any assignment or conveyance of this contract, or the water right herein sold, to any person, not the owner in fee simple of said real estate, shall be absolutely void, and any such assignment or conveyance shall forfeit all rights under this contract; and the party of the first part may, immediately, shut off and cease to furnish water under this agreement.

All costs and expenses necessary in making connections of pipes, flumes and all appliances for the taking and delivery of said water shall be paid by the consumer, his heirs, executors or assigns, who shall have the right to connect with said main flume or pipe of the party of the first part, *provided* that such connection shall be made under the supervision of and to the satisfaction of the party of the first part.

Neither the consumer, nor his successors in interest, shall in any way, either by conduits originally deficient in manner of construction, or quality of material used, or by permitting said conduits to become or remain out of repair, or by any other means, or in any other manner, permit or allow any substantial or appreciable waste of any part of the water herein contracted and provided for; and any violation of this provision shall give the party of the first part the right to shut off the water until such waste is sufficiently provided against.

If the supply of water of the party of the first part be at any time shortened, or its capacity for delivering the same impaired, by the act of God, the law or the public enemy, accident to any part or portion of its works, or failure of the average amount of rainfall in the mountains, or for any other cause not due to the negligence of the Company, then said above described lands shall, during the period of such shortage or impairment, be entitled to a pro rata supply of water distributed under such reasonable rules and regulations as the Company may adopt, after a full supply shall have been furnished to all cities and towns that are or may be dependent either in whole or in part upon said system of water works for their supply of water for municipal purposes, and for their inhabitants. And the said party of the first part shall not be responsible for any damages caused by any deficiency of water occasioned by any of the above causes, if it shall use and employ all due diligence at all times in repairing and protecting its said flume and works and in maintaining a flow of water therein.

	ants to said party of the first part a right of way over and cribed for the pipe lines or aqueducts of said Company.
[사람이 : [사람이 사용하다 : #스타이다 : 100]	he parties hereto have executed this instrument in duplicate,
the day and year first above wri	THE SAN DIEGO FLUME COMPANY,
ATTEST:	ByPresident.
	Secretary
State of California, County of San Diego.	
County of San Diego.	Before me,
a Notary Public in and for	said County of San Diego, on this day personally appeared
	personally known to me to be the
	FLUME COMPANY, who executed and who is described in the
	me as such President is subscribed to the foregoing instrument, the said The San Diego Flume Company executed the same
for the purposes and considera	
	n under my hand and seal of office, this
	day of19
	Notary Public in and for the County of San Diego, California.
State of } ss.	
저 마다의 경기를 가게 되었다면 살아 보다면 하는 것이다.	fore me,
	1 County of
### #################################	ed
그렇게 하면 하면 하면 하는데	executed and who is described in the foregoing instrument as
	edged that he executed the same for the purposes and con-
	nder my hand and seal of office, this
	day of19

Notary Public in and for the County of

vater	Rigiit	Contract
SAN DIEGO FLUME CO.		
	WITH	
For		
Located on		
ocarea on		
Dated		•

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RAILROAD COMMISSION, STATE OF CALIFORNIA
From the papers of Ed Fletcher
From the papers of Cuyamaca Water Company, the following letters
were removed to the alphabetized correspondence files:
ARMSTRONG, James
     Armstrong to F.M. Faude, July 6, 1916
     Faude to Armstrong, July 8, 1916
     Armstrong to Faude, July 12, 1916
BLOOD, F. G.
     Fletcher to Blood, Aug. 22, 1916
     Fletcher to Blood, Sept. 19, 1916
COSGROVE, T. B.
     Fletcher to Cosgrove, Aug. 22, 1916
     Cosgrove to Fletcher, Aug. 24, 1916
CROMWELL, George
     Cromwell to Fletcher, Aug. 30, 1916
CROUCH, C.C.
     Crouch to King and Faude, June 7, 1919
FAUDE, F.M.
     Fletcher to Faude, Jan. 18, 1916
     Fletcher to Faude, Jan. 18, 1916
     Faude to Fletcher, Jan. 21, 1916
     Fletcher to Faude, Jan. 21, 1916
     Fletcher to Faude, Jan. 24, 1916
     Fletcher to Faude, Feb. 14, 1916
     Faude to Fletcher, Mar. 21, 1916
     Faude to Fletcher, May 1, 1916
     Fletcher to Faude, May 2, 1916
     Fletcher to Faude, May 6, 1916
     Fletcher to Faude, May 8, 1916
     Fletcher to Faude, May 8, 1916
     Faude to Fletcher, May 10, 1916
     Faude to Fletcher, May 24, 1916
     Faude to Fletcher, July 3, 1916
     Faude to Fletcher, July 8, 1916
     Faude to Fletcher, July 15, 1916
     Faude to Fletcher, July 13, 1916
     Faude to Fletcher, July 28, 1916
     Fletcher to Faude, Aug. 1, 1916
     Faude to Fletcher, Aug. 3, 1916
     Faude to Fletcher, Aug. 12, 1916
     Faude to Fletcher, Aug. 25, 1916
     Faude to Fletcher, Sept. 6, 1916
     Faude to Fletcher, Sept. 19, 1916
     Fletcher to Faude, Nov. 1, 1916
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Faude to Fletcher, Nov. 9, 1916

Fletcher to Gordon, Aug. 22, 1916

Fletcher to Haines, Aug. 22, 1916

GORDON, D. G.

HAWLEY, George

HAINES, Judge Alfred

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Fletcher to Hawley, July 27, 1915
     Fletcher to Hawley, Feb. 28, 1916
     Fletcher to Hawley, July 6, 1917
HENSHAW, Wm. G.
     Fletcher to Henshaw, Jan. 3, 1916
     Fletcher to Henshaw, Jan. 22, 1916
     Fletcher to Henshaw, Feb. 23, 1916
     Fletcher to Henshaw, Aug. 14, 1916
HUDSON, C. K.
     Fletcher to Hudson, Nov. 6, 1916
KUENY, John B.
     Fletcher to Kueny, Nov. 6, 1916
LIPPINCOTT, J. B.
     Fletcher to Lippincott, July 15, 1916
MANSUR, Wallace
     Fletcher to Mansur, Feb. 28, 1916
MATHEWS,
     Fletcher to Mathews, Jan. 3, 1916
     Fletcher to Mathews, Jan. 8, 1916
     Fletcher to Mathews, Jan. 22, 1916
     Fletcher to Mathews, Feb. 5, 1916
     Fletcher to Mathews, Feb. 28, 1916
     Fletcher to Mathews, Aug. 9, 1916
     Fletcher to Mathews, Aug. 15, 1916
     Faude to Mathews, Oct. 9, 1916
MURRAY, James A.
     Fletcher to Murray, Jan. 3, 1916
     Fletcher to Murray, Jan. 17, 1916
     Fletcher to Murray, Jan. 31, 1916
     Fletcher to Murray, Jan. 31, 1916
     Fletcher to Murray, July 21, 1916
PARKS, J. A.
     Fletcher to Parks, Feb. 28, 1916
PABST, R. A.
     Faude to Pabst, July 27, 1916
POST, W. S.
     Fletcher to Post, Jan. 3, 1916
     Fletcher to Post, Jan. 17, 1916
     Post to Faude, Jan. 20, 1916
     Fletcher to Post, Feb. 16, 1916
SAMSON, Dr. Chas.
     Fletcher to Samson, Sept. 7, 1916
SAUER, A. Ray Jr.
     Fletcher to Sauer, Sept. 19, 1916
STEARNS, F. W.
     Fletcher to Stearns, Jan. 3, 1916
     Fletcher to Stearns, Jan. 8, 1916
     Stearns to Fletcher, Jan. 15, 1916
     Fletcher to Stearns, Jan. 22, 1916
     Fletcher to Stearns, Jan. 26, 1916
     Fletcher to Stearns, Feb. 16, 1916
     Fletcher to Stearns, Feb. 24, 1916
     Fletcher to Stearns, Feb. 25, 1916
     Fletcher to Stearns, March 31, 1916
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Fletcher to Stearns, May 6, 1916 Fletcher to Stearns, May 6, 1916 Fletcher to Stearns, May 26, 1916 Fletcher to Stearns, July 17, 1916 Fletcher to Stearns, Aug. 1, 1916 Fletcher to Stearns, Aug. 14, 1916 Fletcher to Stearns, Aug. 22, 1916

THELAN, Max Fletcher to Thelan, July 31, 1916 From the papers of Ed Fletcher-

FROM THE CUYAMACA WATER COMPANY'S FILES ON THE LAMESA, LEMON GROVE & SPRING VALLEY IRRIGATION DISTRICT regarding the purchase of Cuyamaca by the District, correspondence with the State Railroad Commission,

The following files were removed to the correspondence files:

BRUNDIGE, H.W. (C.R.C.)

Fletcher to Brundige [22 letters] 2/12/25, 3/10/25, 4/23/25, 4/27/25, 4/28/25, 4/29/25, 4/29/25, 4/30/25, 4/30/25, 5/1/25, 5/4/25, 5/5/25, 5/5/25, 5/6/25, 5/7/25, 5/8/25, 5/9/25, 5/11/25, 5/14/25, 5/21/25, 5/23/25, 6/6/25, 6/23/25

Brundige to Fletcher [3 letters] 2/14/25, 3/17/25, 4/23/25 Director- La Mesa, Lemon Grove & Spring Valley Irrigation District to Brundige, 4/1/25

Wheeler, William, to Brundige [2 letters] 4/27/25, 5/7/25 Brundige to Wheeler [2 letters] 4/29/25, 5/11/25 Brundige to Hall, H.A., 4/23/25

CALIFORNIA RAILROAD COMMISION

HARRITT, C. (superintendent of Cuyamaca Water Company)
Harritt to Railroad Commission of Ca., 2/11/25

Ed Fletcher Papers

1870-1955

MSS.81

Box: 56 Folder: 23

Business Records - Water Companies - Cuyamaca Water Company - State Railroad Commission - Contract forms filed; correspondence



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