

BY-LAWS

OF THE

**Lemon Grove Mutual
Water Company**

Adopted September 16th, 1905

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OF THE

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Water Company**



Adopted September 16th, 1915

BY-LAWS

ARTICLE I. STOCK.

Sec. 1. Each share of stock in the Lemon Grove Mutual Water Company shall represent one-sixteenth (1-16) of an inch carrying capacity of water, perpetual flow.

Sec. 2.—Any shareholder may locate one or more shares of stock on any one acre or fraction of an acre of land owned by him and now connected with the company's main pipe or flume line, or its distributing system, provided that no shareholder shall own more than four shares of stock for every acre of land owned by him and tributary to the company's system. Stock having once been located on a certain tract or parcel of land shall not be transferred to or located upon any other tract without the consent of the Board of Directors.

Location of
Stock

Sec. 3. The certificates of stock shall be of such form and device as the Board of Directors may order, and each certificate shall be signed by the President, countersigned by the Secretary, and sealed with the seal of the company, and express upon its face its number, the date of its issue and

Issuing Stock

the name of the person to whom it is issued, the conditions of the transfer, and if located upon land, a description of the land to which the stock is to be attached.

Treasury
Stock, Pur-
poses for
which it may
be sold.

Sec. 4. Of the 2560 shares of stock authorized, 1280 shares only may be issued at present and the remaining 1280 shares shall be held as treasury stock, to be sold only for the purpose of raising money necessary to enlarge the main pipe and flume line of the company, extending the distributing system, or in payment of any indebtedness other than such as may be incurred in operating and maintaining the system.

Ratification.

Sec. 5. The acceptance by any stockholder of a certificate of stock in this corporation shall be considered as a ratification by him of any and all transfers of property to this corporation, and especially of any transfer made or contemplated to be made by the corporation known as the "Lemon Grove Water Company" and the "Allison Flume Company."

ARTICLE II. MEETINGS.

Annual
Meeting of
Stockholders.

Sec. 1. The regular meeting of the stockholders of this company shall be held in the schoolhouse at Lemon Grove, San Diego County, California, or such other place as the Directors

may designate, on the first Monday of the month of April in each year, at which annual meeting a Board of Directors shall be elected.

Sec. 2. At such annual meeting the stockholders shall elect by ballot five directors, each of whom shall own not less than four shares of stock in his own name in this corporation.

Election of
Directors.

Sec. 3. Any stockholder, either in person or by written proxy filed with the secretary and spread upon the minutes, shall have as many votes as he has shares of stock, and no business shall be transacted at any stockholders' meeting unless a majority of the outstanding stock be represented.

Vote and
Proxy.

Sec. 4. Special meetings of the stockholders may be called by the President, or in his absence or refusal to act, by the Vice-president when requested to do so by a majority of the directors, or by a number of the stockholders who in the aggregate represent one-third (1-3) of the stock issued, provided that no business shall be transacted at such special meeting except that which was specified in the notice.

Special
Meeting of
Stockholders.
Business
Transacted.

Sec. 5. Notice of annual meetings of stockholders shall be given in writing by postal card or letter mailed to each stockholder at his last known residence as shown by the books of the company, which notice shall be

Notice of
Annual and
Special
Meetings of
Stockholders.

called at least seven (7) days prior to the date fixed in the by-laws for the holding of said annual meeting. Notice of special meetings shall be given in like manner by the President or Vice-president calling such meeting, or by the Secretary at their direction. No published notice of any annual or special meeting of the stockholders shall be required.

Regular Meetings of Directors.

Sec. 6. Regular meetings of the Board of Directors shall be held the first Monday in April, and the first Monday in October of each year, at 10 o'clock a. m. of said days, at the schoolhouse at Lemon Grove, San Diego County, California, or such other place as the directors may designate.

Special Meetings of Directors.

Sec. 7 Special meetings of the Board of Directors may be called by the President, after giving twenty-four (24) hours' written notice to each Director, and special meetings of the Board of Directors may be held without notice, provided that all the directors are present, and a waiver of such notice is spread upon the minutes and signed by each of the Directors.

ARTICLE III.

DISTRIBUTION OF WATER

Intake of Water.

Sec. 1. Water shall be measured into the main flume or pipe line at the intake through a gate or such other method of measuring as shall

be determined and agreed upon by the San Diego Flume Company and the managing or executive committee of this company.

Sec. 2. Water carried through the main pipe or flume line of the company shall be delivered to the consumers as follows:

Manner of Delivery of Water.

(a) To those consumers owning their own distributing system, and entitled to water under schedule one, the water shall be delivered and measured at a point as near the main pipe or flume line as practicable.

(b) To those consumers taking water under schedule two of rates, being those who are served with water from the company's distributing system, the water shall be delivered and measured at the reservoirs at the western terminus of the main pipe or flume line. All water delivered to the consumers under schedule two, shall be again measured at the point where the delivery to the consumer is made, that is to say at the edge of the consumer's land nearest the company's distributing pipe line.

(c) All measurements to the consumers as specified in section 2 hereof shall be through meters, paid for and placed at the expense of the consumer and under the direction and approval of the executive committee. Repairs found necessary shall be

made under the direction of the executive committee and the expense thereof shall be a charge against the individual consumer, and shall be collected in the same manner as service rates.

Appointment of Zanjero.

Sec. 3. The zanjero, or caretaker, shall be selected by the Board of Directors, and shall perform such services as the executive committee or managing committee shall direct.

Sec. 4. The zanjero, or caretaker, shall make each day a report upon a printed blank which shall be furnished by the company, which report shall show.

- (1a) Hours devoted to distributing system
 - (1b) Hours devoted to main line.....
 - (2a) Expense of repairs on distributing system....
 - (2b) Expense of repairs on main line.....
 - (3a) Quantity of water delivered daily under Schedule One.....
 - (3b) Quantity of water delivered daily for irrigation, and weekly for domestic uses, under Schedule Two.....
 - (4a) Complaints under Schedule One; by whom made.....
 - (4b) Time consumed in investigating same.....
 - (5a) Complaints made under Schedule Two; by whom made.....
 - (5b) Time consumed in investigating same.....
- Date.....
-Zanjero.

ARTICLE IV.

ORGANIZATION OF THE BOARD OF DIRECTORS.

Sec. 1. The newly elected Board of Directors shall immediately after the adjournment of the annual stockholder's meeting at which they are elected, organize by the election of a President and Vice-president and Secretary and Treasurer. The officers so elected shall hold office for one year, or until their successors are appointed or elected. The President and Vice-president must be members of the Board of Directors.

Organization of the Board of Directors.

Term of Office.

Sec. 2. The Secretary and Treasurer shall execute to the company an indemnity bond in such amount as shall be fixed by the Board of Directors.

Bond of Secretary and Treasurer.

Sec. 3. The President and Secretary elected by the Board of Directors are hereby constituted an executive or managing committee, which shall have full control and management of all the company's affairs pertaining to the distribution of water, the maintenance of the company's system, the collection of service charges, and the direction of all the employees of the company. Said committee may make all necessary contracts with water consumers, and shall have charge of the purchase of all supplies, and shall

Powers of Executive Committee.

make and prescribe such rules for the regulation of the distribution of water as are not in conflict with the by-laws, provided that such rules shall at all times be just and equitable, and in the interests of the consumers of water and shareholders in this company.

Report of Executive Committee.

Sec. 4. The executive or managing committee shall make and submit to each semi-annual meeting of the Board of Directors an estimate of the operating expenses and costs of maintenance, together with an estimate of any sum or sums that may be required to meet the interest charges of the company's indebtedness, or any other obligations accrued or accruing during the following six months. This report shall be accompanied by a recommendation of two schedules of rates, and each schedule shall be based upon the report of estimated expenses in such manner as to make an equitable distribution of all charges of whatsoever kind or nature against the company during the following six months. No distinction shall be made in the schedules in the matter of interest charge, or in any other charge save and except in the operating and maintenance expenses.

Schedules.

Schedules; how Established and Changed.

Sec. 5. The Board of Directors shall thereupon by resolution reduce to writing and spread upon the minutes,

establish two rates of service charges, and such resolution shall definitely fix the rates paid by consumers under the two respective schedules, until the same shall be altered or modified by the Board of Directors, provided that if it should appear at any time before the next semi-annual meeting of the Board of Directors that the schedule or rates so fixed is unjust or unequitable, that such schedule may be readjusted at a special meeting of the Board of Directors called for that purpose.

Sec. 6. By-laws adopted shall be printed, and a copy furnished to each stockholder and consumer.

Sec. 7. Any rules or regulations adopted by the managing committee must be either printed or typewritten, and a copy furnished to each shareholder and consumer.

Sec. 8. It shall be the duty of the Directors to submit to the annual stockholders' meeting a statement of the company's finances for the preceding fiscal year, which report shall include:

Annual Report of Directors.

FIRST: The total receipts for the year under the following headings:

(a) Receipts for service charges under schedule one.

(b) Receipts for service charges under schedule two.

(c) Receipts from sale of shares of stock.

(d) Collections on account of principal and interest on any indebtedness due the company.

SECOND: A statement of any sums of money due the company under the following headings:

(a) Any sums due for service charges under schedule one, and from whom due.

(b) Any sums due for service charges under schedule two, and from whom due.

(c) A statement of all moneys due the company other than those included under the last two headings.

THIRD: Expenditures under the following heads:

(a) Expenses of labor maintaining and operating the main pipe or flume line.

(b) Expenses of materials in maintaining and operating the main pipe or flume line.

(c) Expense of labor in maintaining and operating distributing system.

(d) Expense of material in maintaining and operating distributing system.

(e) Interest paid on company's indebtedness.

(f) Incidental expenses.

FOURTH: Statement of the indebtedness of the company under the following headings:

(a) To whom owing, and for what.

(b) Amount due on principal and on interest, if any.

ARTICLE V.

VIOLATION OF BY-LAWS AND REGULATIONS.

Sec. 1. Any stockholder or consumer wilfully violating any of the by-laws or written rules or regulations herein provided for shall be liable to a fine of \$10.00 for each offense, to be paid to the treasurer upon the imposition of such fine by the executive committee.

Penalty for Violation of By-Laws.

Sec. 2. It shall be the duty of every officer, shareholder, consumer or employee to report all alleged violations of the by-laws or written rules or regulations to the secretary. The executive committee shall thereupon fix the date upon which the party complained of shall have a hearing. Five days' notice shall be given the accused of such hearing, and if at that time the executive committee finds that there has been a violation of any written rules or regulations, they may impose a fine not exceeding \$10.00, upon the accused for each offense. If said fine be not promptly paid, the executive committee may suspend the

Violations; How Reported and Manner of Hearing Accused.

right of the person fined to have water delivered through the company's system to his land, until the same is paid, and the executive committee shall have the right of entry upon the private lands of consumers for the purpose of enforcing this by-law.

Signing
By-Laws.

Sec. 3. Each stockholder and consumer is required, in order that the provisions herein may be binding upon all, to sign the by-laws before water is delivered to him, through the company's distributing system, pipe or flume line.

ARTICLE VI.

DUTIES OF OFFICERS.

Sec. 1. The President shall perform the usual duties pertaining to that office, and in addition thereto, those duties which are herein specifically set out.

Sec. 2. The Secretary shall perform the duties pertaining to his office, and shall keep a ledger account with each water consumer, in which shall be entered all service and other charges. He shall make out a statement of the service charges due from each consumer at the commencement of each quarter. Unless the amount due from each consumer as shown by the ledger account is paid within ten days from the first day of

the quarter, a statement thereof shall be given to the caretaker for collection.

Sec. 3. All service charges under both schedules, herein provided for, shall be a lien against the lands of the shareholder or consumer upon which the water is used.

Lien Upon
Lands.

Sec. 4. The zanjero, or caretaker, shall report all collections made by him to the secretary or treasurer at least once a week.

Caretaker's
Report.

Sec. 5. All moneys of the company shall be kept in the Merchants National Bank of San Diego, in the name of the company, which bank is hereby designated as the company's depository. All sums paid by the company in excess of one dollar (\$1.00) shall be paid by check, signed by the President and countersigned by the Secretary, and an accurate statement made upon the stub of each check of the number and amount of the check, and the purpose for which it is drawn, and receipts shall be taken for all sums disbursed.

Company's
Depository,
Disburse-
ments, etc.

Sec. 6. An auditing committee of three shall be selected by the Board of Directors at their semi-annual meeting in October, and shall serve for one year. Two of the members of said auditing committee shall be shareholders in the corporation. One member of said committee may be a non-

Auditing
Committee.

shareholder and an expert accountant. Such auditing committee shall, upon the request of the President, audit the books of any officer of the company, and it shall be their duty, at least once a year, and within ten days prior to the annual meeting of the stockholders, to audit all the accounts of the company, and to report the result thereof in such form as can be readily understood by all, together with recommendations, if they have any, to the stockholders at their annual meeting.

Sec. 7. The Board of Directors shall, at the meeting of their organization, and at least once a year thereafter, and oftener if necessary, select one arbitrator, and the person so selected shall be a non-shareholder, and in no wise interested in the distribution of water by the corporation. Any person aggrieved may appeal to the arbitrator thus selected from the decision of the executive committee upon any dispute submitted to it. The statement of the grievance must be made in writing by the aggrieved party, a copy of which must be submitted to the executive committee at or before the time it is filed with the arbitrator. The arbitrator may hear the same upon five days' notice to the aggrieved party, and to the executive committee. Both parties may appear in person, or

Appointment
and Duties of
Arbitrator.

by attorney before the arbitrator, whose decision shall be in writing, and shall be final. A copy of such decision shall be filed with the Secretary of the company, and the party losing shall pay all the expenses of the hearing, and also all charges of the arbitrator.

ARTICLE VII.

MISCELLANEOUS PROVISIONS.

Sec. 1. The fiscal year of the corporation shall begin on the first day of April, and extend to the thirty-first day of March of each year.

Fiscal Year.

Sec. 2. Shareholders shall not be allowed to use more water, or to use a greater carrying capacity in the company's system than their stock represents, and consumers who are not shareholders shall not be permitted to use greater carrying capacity than provided for in their contracts with the company.

Amount and
by Whom
Water may
be Used.

Sec. 3. The executive or managing committee shall have the right to regulate the irrigation of lands from the company's system by a time schedule, provided the necessity for the same arises, which regulation must be fair and just to all consumers.

Regulation
of Irrigation.

Sec. 4. Two schedules of rates are hereby established. Each shall be determined as in the manner provided for in these by-laws. Schedule one of

Rate
Schedules.

rates shall apply to all consumers taking water directly through the main pipe or flume line. Schedule two shall apply to all other consumers taking water through the distributing system.

Distribution of Shrinkage.

Sec. 5. All loss by leakage or from any other cause, of water in the main pipe or flume line, shall be ratably distributed among all consumers. Loss of water, either from leakage, evaporation, or any other cause after water has been delivered into the reservoirs at the westerly terminus of the pipe or flume line, shall be ratably distributed among the consumers taking water through the distributing system, under Schedule Two.

Extension of System.

Sec. 6. The matter of cost of extension of pipe lines of the distributing system shall be left for adjustment between the Board of Directors and the water consumers interested in each extension as may be just and equitable.

Change of By-Laws.

Sec. 7. These by-laws may be altered or modified at any meeting of the stockholders by vote of those who in the aggregate represent two thirds of the capital stock issued, provided that notice of such intention to amend the by-laws shall be filed with the Secretary at least twenty days previous to such meeting, and the altera-

tions proposed shall be substantially set forth in such notice.

Upon the filing of such notice, the Secretary shall at once notify by mail each stockholder and water consumer that such notice has been filed, in order that they may have an opportunity to examine the proposed amendments.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, being the owners of more than two-thirds of the capital stock of the Lemon Grove Mutual Water Company, hereby assent to the foregoing By-Laws, and adopt the same as the By-Laws of said company.

IN WITNESS WHEREOF, We have hereunto subscribed our names this 16th day of September, 1905.

C. E. BAILEY,	M. C. KENNEDY,
BARKER BURNELL,	J. B. CEPLER,
T. J. BRYAN,	LEROY A. WRIGHT,
J. C. BRAIDEN,	R. H. HOLMES,
GEO. MAXWELL,	AGNES B. HILL,
J. F. LAMOND,	Executrix,
A. AMMON,	A. D. MCKINNEY,
J. L. HIZAR,	H. M. FULLER,
J. W. HARDERTY,	A. LESTER,
J. GOLDEN,	H. L. BATTIN,
ED. FLETCHER,	F. D. SILVIS,
F. A. GARETSON,	L. TIMMERHANS,
M. D. ARMS,	A. L. DENLINGER,
I. N. BRYAN,	ED. DENNEKER,
JOHN C. BRAIDEN,	A. FELS.
C. A. SHERICK,	

KNOW ALL MEN BY THESE PRESENTS, That we, the Directors and stockholders of the Lemon Grove

Mutual Water Company, do hereby certify that the above and foregoing by-laws have been duly adopted as the by-laws of said company, and that the same do now constitute the by-laws of said association.

IN WITNESS WHEREOF, We have hereunto subscribed our names this 5th day of December, 1905.

T. J. BRYAN,
M. C. KENNEDY,
BARKER BURNELL,
B. C. LOCKWOOD,
C. E. BAILEY.

Attest:

C. E. BAILEY, Secretary.

No.

Jan 30th 1910

Ed Fletcher



DOLLARS

Certificate of stock No 569 for Five
Shares of stock in the Lemon Grove Mutual
Water Company

\$

Charles C. Crouch

Genie & Jackson

1-28-21

No. 55100




*J. C. F. Curry, Secretary of State of the State of California, do hereby certify that
a copy of the Articles of Incorporation of _____
Lemon Growers Mutual Water Company*

*certified by the County
Clerk of the County of San Diego as a copy of such Articles filed in his office, was filed in this
office on the 14th day of October A. D. 1905, which Articles and the copy thereof contained the*

Clerk of the County of San Diego as a copy of such Articles filed in his office, was filed in this office on the 14th day of October A. D. 1905, which Articles and the copy thereof contained the required Statement of Facts, to wit: First, the name of the corporation as aforesaid; Second, the purpose for which it is formed; Third, the place where its principal business is to be transacted; Fourth, the term for which it is to exist; Fifth, the number of its directors or trustees, and the names and residences of those who are appointed for the first year; Sixth, the amount of its capital stock, and the number of shares into which it is divided; Seventh, the amount of its capital stock actually subscribed and by whom.

Witness my hand and the Great Seal of State at office in Sacramento, California, this the 14th day of October, A. D. 1905.


C. J. Curry - Secretary of State.

By _____

Deputy.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, in pursuance of the statutes of the State of California in such cases made and provided, associate ourselves in a corporate body for the purposes hereinafter named, and recite as follows:

I.

The name of this corporation shall be the Lemon Grove Mutual Water Company.

II.

The purposes for which it is formed are:

(a) For the mutual benefit of the residents of Lemon Grove, and the upbuilding of the community by facilitating the distribution of water to the landowners and residents of Lemon Grove and vicinity.

(b) To acquire the necessary rights of way, and to construct and maintain pipe lines, flume lines, aqueducts, reservoirs, and any and all means for storing and carrying water from some point on the San Diego Flume line, or such other place or places where water may be obtained, to Lemon Grove and the territory adjacent thereto.

(c) To sell or rent carrying capacity in the pipe line, flume or aqueduct belonging to the company, to water consumers for irrigation, domestic, or any other lawful use, and to purchase and sell water and water rights.

(d) To provide in the company's by-laws that water shall be sold, distributed, supplied and delivered to owners of shares of the capital stock in the corporation; also to landowners and residents in the territory adjacent to Lemon Grove who may not be stock holders in this corporation, and to provide in the manner provided by law that the capital stock may be made appurtenant to lands belonging to shareholders.

(e) To enter into contracts for the sale or rental of carrying capacity in its pipe lines, flumes, aqueducts, and to sell

water and water rights, and to provide by contract for a lien upon the land or lands of the user, consumer, renter or purchaser of carrying capacity for any obligation due the company from such user, consumer, renter or purchaser, and to receive security for any obligation due the corporation by mortgage, pledge or otherwise.

(f) To purchase and hold stock in any corporation organized under the laws of the State of California, when the same may be necessary in conducting the business of the corporation.

(g) To develop any water supply that may be necessary or beneficial to the company or its shareholders.

(h) To borrow money necessary to carry out the purposes and objects of the corporation, and to secure the payment thereof by mortgage upon the company's property, and by hypothecating any obligation due the company or any evidences of indebtedness which the company may hold, or by executing a trust deed to the property of the company, or by the issuance of bonds secured by the assets of the company, or by pledging itself in any legal manner, or by entering into any lawful obligation.

(i) To enter into contracts with any water company, corporation or individual relative or pertaining to the distribution of water when the same would be beneficial to the corporation, its shareholders, or residents of Lemon Grove and the territory adjacent thereto.

(j) To regulate the charge for distribution of water among the shareholders, consumers, and residents of Lemon Grove and territory adjacent thereto who are supplied with water through the company's system, provided that two schedules of rates shall be maintained; one rate for those who own private pipe lines connecting their ranches with the company's main pipe, or flume line, or aqueduct from the San Diego Flume Company's system or other source of supply

~~to the company's reservoirs at or near Lemon Grove,~~ and another rate for those who use the distributing system or systems belonging to this corporation, said rates to be based upon the actual charge of operating and maintaining expenses, the purpose of the two rates being to relieve those owning or using private distributing systems from the burden of paying any portion of the operating and maintenance expenses of the company's distributing system, whereas all the expenses incurred in connection with the main pipe or flume line or aqueduct shall be charged ratably against all in proportion to the number of shares of stock held ^{by} _A them, or carrying capacity used.

(k) To purchase the distributing system or systems, flume or pipe lines of any corporation or individual, when the acquirement of the same shall be necessary or beneficial to the corporation or its shareholders.

(l) This corporation is not organized for the purpose of profit, its sole purpose being to distribute water to the water consumers at Lemon Grove and the territory adjacent thereto as economically and equitably as it is possible so to do.

III.

The place where the principal business of the corporation is to be transacted is at Lemon Grove, San Diego County, State of California.

IV.

The term for which it is to exist is fifty years. The number of the Directors or Trustees shall be five and the names and residences of those who are appointed for the first year are:

NAMES	RESIDENCES.
<u>J. J. Bryan</u>	<u>Lemon Grove, California</u>
<u>B. C. Lockwood</u>	<u>San Diego, California</u>

Barker Burnell Lemon Grove, California
M. C. Kennedy Lemon Grove, California
C. E. Bailey Lemon Grove, California

That the amount of its capital stock shall be \$25,600.00,
divided into two thousand ^{five hundred and sixty} shares of the par value of \$10.00.

v.

That the amount of said capital stock which has been
actually subscribed is \$7440⁰⁰, and the following are
the names of the persons by whom the money has been subscrib-
ed.

Name of Subscriber.	Number of Shares.	Amount.
C. M. Davidson	8 ✓	\$ 80.
Arthur Lester	32 ✓	320.
J. N. Bryan	16 ✓	160.
H. M. Hill	32 ✓	320.
Ellen Barnes	12 ✓	120.
C. E. Bailey	8 ✓	80.
C. A. Sherick	8 ✓	80.
J. C. Braiden	12 ✓	120.
M. C. Kennedy	12 ✓	120.
J. W. Hardesty	8 ✓	80.
R. H. Holmes	8 ✓	80.
A. Risley	8 ✓	80.
H. L. Batten	16 ✓	160.
E. D. Fisher	1 ✓	10.
Edmund Denneker	16 ✓	160.
W. B. Raymond	16 ✓	160.
H. M. Fuller	8 ✓	80.
F. D. Silvas	4 ✓	40.
Aug. Fels	24 ✓	240.
Mrs. M. Winters	4 ✓	40.
666 A. L. Denlinger	8 ✓	80.
F. A. Garretson	14 ✓	140.
T. J. Boyan	120 ✓	1200.
Mary Rodman	16 ✓	160.
F. P. White	8 ✓	80.
F. G. Bond	8	80.
J. F. Lamond	16 ✓	160.
C. H. Gutch	8 ✓	80.

Name	No. of Shares	Amount.
M. Hall	16 ✓	\$160.
Ed Fletcher	16 ✓	160.
A. Ammon	16 ✓	160.
M. D. Arme	8 ✓	80.
L. A. Wright	16 ✓	160.
John Golden	8 ✓	80.
Anna C. Bigar & J. L. Bigar	18 ✓	180.
Barker Burnell	16 ✓	160.
Maggie B. Sleeper	16 ✓	160.
William L. Fuller	8 ✓	80.
John Brooks	4 ✓	40.
A. J. McKinney	12 ✓ -	120.
L. Timmerhaus	4 ✓	40.
George Maxwell	8 ✓	80.
J. B. Coplew	2 ✓	20.
B. C. Lockwood	28 ✓	280.
L. Mott per B. C. Lockwood	16 ✓	160.
James A. Kemp	4 ✓	40.
H. Lindsey	16 ✓	160.
Capt. J. C. Drake	16 ✓	160.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 8th day of ^{September}~~June~~, 1905.

Barker Burnell

J. J. Bryan

A. Ammon

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

On this 8th day of ^{September}~~June~~, in the year 1905, before me, E. W. Hendrick Notary Public in and for said county, residing therein, duly commissioned and sworn personally appeared J. J. Bryan, Barker Burnell, and A. Ammon.

personally known to me to be the persons whose names are
subscribed to the within instrument, and they each duly ac-
knowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal the day and year last above written.

E. W. Hendrick

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

Seal

known to me that they executed the same.

In witness whereof, I have hereunto set my hand and

affixed my official seal, the day and year last above written.

E. H. [Signature]



*Leighton Muelko
Water Company
—||—
Articles of Incorporation
—||—*

Copy for -
Col. T. J. Boyan

Articles of Incorporation of the Lemon Grove Mutual Water Company.

Filed in Office of
County Clerk, Sep. 12th
1905.

13.20 ✓
 21.60 ✓
 9 — ✓
 8.40 ✓
 12 — ✓
 12 — ✓
 24 — ✓
 10.20 ✓
 11.40 ✓
 22.80 ✓
 19.85 ✓
 17.25 ✓

 5 181.70

160 for art well

APR 7 1915.

191

Ed. Fletcher

TO LEMON GROVE MUTUAL WATER CO., DR.

Discount of 5% will be allowed on this apportionment, if paid in full within 10 days from date.

Apportionment for 6 months ending 9/30/15.
11 Shares. @ 1.65

First Installment _____ due at once,

9 08

Second Installment _____ due JUL 1, 1915.

9 07

Balance unpaid and past due,
 Interest

18 15

590 = 90
17.25

PAID
 Please receipt and return
 Lemon Grove Mutual Water Co.
 By J. H. Hally
 Secretary

Interest at the rate of 8% per annum will be charged on all delinquent accounts.

many: get hold of this
stock & let me mail
it out there.

I want to get hold of it
when Sam is here. Be
sure & keep this until I talk to him.

OFFICE OF
LEMON GROVE MUTUAL WATER COMPANY

LEMON GROVE, CALIFORNIA,

Feb 21 1904

Mr. Ed Fletcher
San Diego Cal.

Dear Sir, - We note your request to
transfer one share stock to Wella
Cusk. In order to do this it will
be necessary to have the stock certificate
properly endorsed - and also advise at
to the location of property on which the
one share is to apply

yours truly

Lemon Grove Mutual Water Co.
LGT

224

Lemon Grove Mutual Water Co.
Agreement

IN TEN DAYS RETURN TO
ED FLETCHER CO.
1850 D STREET
SAN DIEGO, CALIFORNIA

Feb. 14, 1914.

Lemon Grove Mutual Water Co.,
Lemon Grove, Calif.

Gentlemen:

Answering yours of February 12th will say that subject to any change made by the Railroad Commission, we will make you a price of 15¢ a thousand gallons at Eucalyptus Reservoir for what water you take and use for domestic purposes; the understanding being that you take over all the domestic service in the city of Lemon Grove and give everyone water for domestic service who needs it.

Very truly yours,

Cuyamaca Water Company,

Per _____

Mgr

EK

THIS MEMORANDUM OF AGREEMENT made this 30th day of May, 1912, between Ed. Fletcher, party of the first part, and the Lemon Grove Mutual Water Company, a corporation, party of the second part, Witnesseth:

That the said party of the first part, in consideration of the sum of \$1.00 in hand paid. hereby gives to said party of the second part a license to enter upon that certain tract of land situated in the County of San Diego, State of California, described as follows, to-wit:

C. Fletcher's Subdivision Lemon Grove, San Diego, County, Cal.

For the period of nine months from the first day of June, 1912, for the purpose of enabling the party of the second party to prospect upon said tract of land for developing water by means of well or wells to be sunk thereon with all the necessary appurtenances for developing a water supply upon said land.

And it is further agreed that if on or before the expiration of said license period of 9 months a sufficient quantity of water is developed by said party of the second part upon said land to justify it in its opinion in purchasing the same, then and thereupon said party of the second party shall have the right to purchase and said party of the first part agrees to sell to said party of the second part the said land, at and for the price and terms, as follows, to-wit:

Five Hundred Dollars, (\$500.00)

But if sufficient water is not found or developed by the second party within the said 9 months, to justify it in its opinion, to purchase said land, then and thereupon said party of the second part agrees immediately upon the expiration of said period of 9 months to remove all its material and appliances placed upon said land under the said license, and to restore the ground on which said prospecting has been carried on as nearly as may be, to its original condition at the time when the said party of the second part takes possession thereof under said license.

WITNESS the hand of the party of the first part and the signature of the said corporation by its President, attested by the signature of its Secretary with the seal of said Corporation affixed, all pursuant to the resolution of said corporation duly made and entered upon its minutes.

WITNESS:

_____ A corporation

By _____ Its President.

Attest:

_____ Secretary.

The deed given to include proper restrictions to protect my residence section from any nuisance on above property; If we cannot agree to conditions to arbitrate same in usual manner.

Arizona Consolidated Gold Mines Company
Mines near Kingman, Arizona

Mr. Ed. Fletcher,
San Diego, Calif.

Pasadena, Calif., 4/1/1914.

Dear Sir:

On February 14th you gave me an order for one share of water stock in favor of Della Lusk, who purchased the Dr. Jesse's place at Lemon Grove. I sent the order over to the Lemon Grove Mutual Water Co, at that time. I wrote them the other day and they said that they would not transfer the stock until you sent them over your certificate, so they could take it out of that.

They have returned the order at my request as I told them we either wanted the stock or order, so they returned the order with the above explanation.

Will you please see that the matter is put in shape so they can issue the stock, as it has been about six months since Mrs. Lusk has had title to the place. Hoping to hear from you I am,

Yours truly,

Lewis Lusk

P.O. Box 892.

Lot 2 Fletcher Sub-Div

All Bills are due and payable upon presentation; 8% Interest will be charged after 30 days.

Lemon Grove, California, APR 12 1910 190

Mr. Ed. Fletcher, San Diego, Calif.

To Lemon Grove Mutual Water Company Dr.

So assessment, 13 shares \$1.20 1 3 20

Please receipt and Return

*Rec'd Payment
O. W. Kennedy
D. Lusk*

All Bills are due and payable upon presentation; 8% Interest will be charged after 30 days.

Lemon Grove, California, OCT 17 1910 190

Mr. Ed. Fletcher, San Diego, Calif.
 To Lemon Grove Mutual Water Company Dr.

To Apportionment, 12 shares (a) \$1.80 21.60

*Paid 11/5/1910,
 M. C. Kennedy, Secy.*

Please receipt and Return *sure*

Ed Fletcher July 10 1911
 TO LEMON GROVE MUTUAL WATER CO., DR.

Apportionment for 6 months ending 9-30-11
12 Shares.
 PAID
 First Installment due
 Second Installment due 7-1-11
 By J. H. Halley SECRETARY

Ed. Fletcher OCT 7 1911
 TO LEMON GROVE MUTUAL WATER CO., DR.

By J. H. Halley
 PAID
 Apportionment for 6 months ending MAR 31 1912 receipt and
12 Shares. © 70¢
 First Installment due 4 20
 Second Installment due JAN 1 1912 4 20
8 40
70¢
J. H. Halley SECRETARY

APR 1 1912

19

Ed. Fletcher

TO LEMON GROVE MUTUAL WATER CO., DR.

Apportionment for 6 months ending SEP 30 1912

12 Shares.

First Installment due APR 1 1912

Second Installment due JUL 1 1912

12 00
24 00

3220

Please receipt and return
4/1/12
SECRETARY

Sept 3 1912

Ed. Fletcher

TO LEMON GROVE MUTUAL WATER CO., DR.

Apportionment for 6 months ending Sept 30/12

12 Shares.

First Installment due

Second Installment due July 1-12

12 00

H. H. Kelley

SECRETARY

OCT 7 1912 19

Ed. Fletcher

TO LEMON GROVE MUTUAL WATER CO., DR.

Apportionment for 6 months ending MAR 31 1913

12 Shares. @ 2 00

First Installment due at once

Second Installment due JAN 1 1913

12 00
12 00
24 00

H. H. Kelley

SECRETARY

MAY 3 1913

19

Ed. Fletcher

TO LEMON GROVE MUTUAL WATER CO., DR.

SEP 30 1913

Apportionment for 6 months ending

12 Shares. @ 85

First Installment

due

at once

Second Installment

due

JUL 1 1913

Please
Return
receipt and

[Handwritten Signature]
SECRETARY

5 10
5 10
10 20

By...
[Handwritten Signature]
6/1/13

OCT 16 1913

19

Ed. Fletcher

TO LEMON GROVE MUTUAL WATER CO., DR.

Apportionment for 6 months ending

MAR 31 1914

12 Shares. @ 100

First Installment

due

at once

Second Installment

due

JAN 1 1914

By...
[Handwritten Signature]
Secretary
11/10/13

[Handwritten Signature]
1200, 47
6 00
6 00
12 00
60
11.40

APR 10 1914

191

Ed. Fletcher

TO LEMON GROVE MUTUAL WATER CO., DR.

Discount of 5% will be allowed on this apportionment, if paid in full within 10 days from date.

Apportionment for 6 months ending SEP 31 1914

12 Shares. @ 1.90

First Installment due at once,

11 40

Second Installment due JUL 1 1914

11 40

22 80

Balance unpaid and past due,

Interest

OK

Please receipt and Return

4/2/14

*paid
L.G.M.W.Co.
H.H.*

Interest at the rate of 8% per annum will be charged on all delinquent accounts.

OCT 10 1914

191

Ed. Fletcher

TO LEMON GROVE MUTUAL WATER CO., DR.

Discount of 5% will be allowed on this apportionment, if paid in full within 10 days from date.

Apportionment for 6 months ending MAR 31 1915.

11 Shares. @ 1.90

First Installment due at once,

10 45

Second Installment due JAN 1 1915.

10 45

20 90

Balance unpaid and past due

Interest

Div. 5%

1 05

19 85

OK

Please receipt and Return

PAY TO

Lemon Grove Mutual Water Co.
By J. H. Halley

Interest at the rate of 8% per annum will be charged on all delinquent accounts.

LEMON GROVE, CALIFORNIA,

July 27 1913

M Ed Fletcher

TO LEMON GROVE MUTUAL WATER COMPANY, DR.

15 1/2" casing remaining
in art. well on Fletcher
 tract at Lemon Grove

\$ 160.00

[Handwritten signature]

Please Receipt and
Return

PAID
Lemon Grove Mutual Water Co.
By *[Signature]*
7/27/13

April 8th, 1914.

Lemon Grove Mutual Water Co.,
Lemon Grove, Calif.

Gentlemen:

Enclosed please find my certificate
No. 71 for twelve shares of the Lemon Grove Mutual
Water Companies stock which we are sending to you
that you may transfer one share to Della Lusk who
now owns Lot "I" Fletcher Subdivision Lemon Grove.
Kindly make certificate for one share in her name
and eleven shares in my name and return to me the
certificates, and greatly oblige,

Yours very truly,

MF:B

Ed Fletcher Papers

1870-1955

MSS.81

Box: 55 Folder: 41

Business Records - Water Companies - Cuyamaca Water Company - Cuyamaca Customers - Water companies (Cuyamaca customers) - Lemon Grove Mutual Water Company; includes By-Laws, Articles of Incorporation



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