

1835 E. Foothill,  
Altadena, Calif.,  
July 11, 1933.

Col. Fletcher,  
San Diego, Calif.

Dear Mr. Fletcher:

After talking with you over the phone on Monday morning, in reference to the taking over of the property at Guyamaca, there are several things that I would like to have clearly understood before we proceed any further. You stated that about the school house which you would like to have remain there but you didn't state what the county would pay for rental of the ground on which it stands. Also you stated that you would lease the store but as I looked over the ground upon which it is situated, it would be in my territory. Therefore, I would not have to lease it. As far as buying the building, it is worthless and I anticipate putting something up much more modern in a different location next year. You also stated that in reference to the horses that you would like for the man who owns them to still have this concession but I feel that he should pay me a commission provided that I give him exclusive on this proposition. I personally do not want to have anything to do with horses, but I feel that I should have some revenue from this source as I expect to advertise very much in the near future, and of course, the people I bring there will ride horses and he will thus be benefited.

In reference to Mr. Griffith's staying there the balance of the year, and in as much that you evidently have some clause in your lease that in case you do sell this property, the lessee would have to vacate. And while I realize that Mr. Griffiths has put in many hard days of work and he would be very provoked by our action in asking him to leave, I believe that would be the very best way as I would like to get all the revenue from this property. With having him there, I would derive only a percentage. You could explain to Mr. Griffiths so there will be no hard feelings which this action might cause and would be the same if anyone else would want it. This occurs every day and is the chance the lessee takes when he leases the property. I might say that I want it strictly understood that the fishing and hunting rights you have on the lake would come to me for the term of lease or agreement you have with the water company and if possible, I have the refusal after the determination of the said agreement. Also that you will not build any stores or engage in any similar business on your own property which I do not require from you. Don't think that I am doubting your integrity in writing such a letter but I think it is best that these matters all be thrashed out beforehand. Therefore, there will be no misunderstanding afterwards. I am leaving today for Yosemite. Will return some time next week and then will get immediately in touch with you.

Yours sincerely,

*Howard Rice*



July Twelfth  
1 9 3 6

Mr. A. Howard Neale  
1835 E. Foothill Blvd.  
Altadena, California

Friend Neale:

Answering yours of July seventh will say that I asked you to and it is our desire to retain the school house, shed and about a quarter of an acre of ground on which it stands. The store is not on the property you are buying but on the property of the Cuyamaca Water Company. The highway being approximately along the Cuyamaca Water Company line.

I am not asking you to buy the building but to rent it. Mr. Griffith now pays \$15 a month to the Cuyamaca Water Company for the rental of same.

Regarding concession for the saddle horses, what percentage do you feel you are entitled to considering that you have no investment. I am furnishing the property and the pasture free and only get a rental of \$10 a month for the house they live in while I get only 25% of the gross receipts. My rental for June was \$15.60 What percentage of the 25% do you feel you should have? I am willing to concede you 40% of my 25%.

In looking over Mr. Griffith's lease I find the following clause: "It is further understood and agreed that in case of a bona fide sale of the property or loss of possession this lease may be terminated at the end of the first year period." As the lease was signed on the sixth day of January, 1933 I cannot force him to vacate before the sixth day of January, 1934, however he is a good scout and I am sure when he finds out the property is sold he will vacate within the 90 day period of official notice. As stated to you, if he don't I will have to buy him out. if not too expensive or let him finish the term of his lease.

As soon as all details are arranged between us mutually satisfactory I will take the matter up with him if you desire. Please understand that I can make arrangements with Mr. Griffith and give you authority now to do any work on the property where ever you want it which will not interfere with his operation of the hotel. You can step in and have charge immediately.

I understood that you would be satisfied to let Griffith stay there for his year and as long as you are given authority to do what you want to any where making any improvements you want to on the property why not let him stay there under your supervision, otherwise you will have to employ men and pay all the expenses to run the thing while at present Griffith has to do that.



Under our lease with Griffith you get 20% of all the gross revenue of rooms, cabins, houses, meals and lodging. He pays 75% of all rentals collected from the campers.

Now regarding the Lake hunting, boating and fishing rights will say the boats, floats, oars and equipment belong to the Cuyamaca Water Company, a separate corporation with separate stockholders while the Grossmont Park Company own the Lodge and lands around it.

Our lease with Griffith and you that we will make will be that you are to pay to the Cuyamaca Water Company 62% of all gross receipts for all fishing, hunting and boating charges, 25% of this goes to the Irrigation District, 57% to the Cuyamaca Water Company and 37% to you. Mr. Griffith also pays \$15 per month for store building and exclusive rights to operate the store. Griffith keeps up the boats and he carries public liability insurance.

I will be glad to have your ideas on the matter of hunting, boating and fishing privileges to get the largest amount of revenue but as the lake is owned in public ownership we must keep that in mind. Of course you will have a lease on the hunting, fishing and boating rights until the termination of our lease which is September, 1940 after that you will have to take the matter up with the La Mesa Irrigation District as we have no further rights in the matter after that date.

I am sure we can agree on the matter of protection against any building of stores to compete with you in the property adjacent to you and that will be in a written agreement along with other things which I will have ready when you come home.

I will be in Cuyamaca Lake next Wednesday with all papers as agreed.

I am glad to inform you that including the roads there are about 17 acres in the tract, 2 acres more than I thought.

Yours very truly,



July 18, 1935.

Mr. A. Howard Neale,  
1835 E. Foothill Blvd.,  
Altadena, California.

Friend Neale:

I am enclosing copy of agreement for purchase of the 17 acres, more or less, Cuyamaca Lodge and other improvements as per map.

I am also enclosing lease with the Cuyamaca Water Company covering rental of the present store building and lands adjoining for boat landing and care of boats together with the hunting, fishing and boating rights, as per our understanding.

It is understood and agreed that you will get forty (40) percent of any revenue that I receive being income from the rental of saddle horses. *during such time?*

This also confirms our understanding that I will not engage in any competitive business on property adjoining the above described land for ten years from date hereof without the consent of yourself, or assigns, in writing and that I will cooperate with you in every way possible in the successful operation of the enterprise.

This is also to confirm my verbal understanding with you that at your option you may become a real estate salesman under Ed Fletcher Company, that you will be paid a 15 percent commission on any sales that you make of the property of Ed Fletcher Co. adjoining and be paid a five percent commission on sales made to customers whom we send to you to show the property.

I believe that you will be pleased with this arrangement and it will be a pleasure to work with you.

Yours very truly,

EF:KLM

*Handwritten notes and scribbles at the bottom of the page.*

*during term of lease?*

*Ed Fletcher Co. etc.*

*Vertical handwritten notes along the right edge of the page.*

July 19, 1935.

Mr. A. Howard Neale,  
1835 E. Foothill Blvd.,  
Altadena, California.

Friend Neale:

I am enclosing copy of agreement for purchase of the 17 acres, more or less, Cuyamaca Lodge and other improvements as per map.

I am also enclosing lease with the Cuyamaca Water Company covering rental of the present store building and lands adjoining for boat landing and care of boats together with the hunting, fishing and boating rights, as per our understanding.

It is understood and agreed that you will get forty (40) percent of any revenue that I receive from rental of saddle horses at Cuyamaca Lake under the lease with Mr. Swycaffer for the year 1935.

This also confirms our understanding that I will not operate a store, camp grounds, hunting or fishing, or boating, confectionery or ice cream shop or hotel during the term of your lease with the Cuyamaca Water Company as enclosed. However, it is mutually understood and agreed that I reserve the right to sell any property I own or control which is not purchased by you, and in every case the clause will be inserted that none of the property will be sold to anyone not of the white or Caucasian race.

After September 1, 1940 I will use my personal efforts in getting you a new lease with the La Mesa, Lemon Grove & Spring Valley Irrigation District.

If at any time I determine to sell the school house I will give you the first option to buy at price mutually agreed upon, or left to arbitration in the usual manner, the decision of the Board of Arbitrators to be final.

This is also to confirm my verbal understanding with you that at your option you may become a real estate salesman under Ed Fletcher Company, that you will be paid a 15 percent commission on any sales that you make of the property of Ed Fletcher Co. adjoining and be paid a five percent commission on sales made to customers whom we send you to show the property to.

I believe that you will be pleased with this arrangement and it will be a pleasure to work with you.

Yours very truly,

EF:KLM

*Handwritten signature of Ed Fletcher.*

*never sent*



July 19, 1933.

Mr. A. Howard Neale,  
Cuyamaca Lake,  
Julian, California.

My dear Neale:

This confirms our understanding today that I will credit you with \$750.00 for one year's rent of the house, and that we will give you a bill of sale of the boats.

Now regarding hunting, fishing and boating rights, after talking it over with my associates who own the Cuyamaca Water Company, the equitable arrangement is as follows: That the La Mesa District get their 25 percent under the contract, and that the balance be divided 60 percent to you and 40 percent to the Cuyamaca Water Company.

By going down to Mr. Griffith's you can find out this month just what the revenue is from fishing. We took in as high as \$1,000 or \$1200.00 a month when the lake was stocked with trout. The state forced us to keep it as a trout lake, but it turned out an impossibility, so we have recently stocked it with bass the last few years. The City of San Diego took in over \$55,000 just from four lakes, Lake Hodges, Morena, Barrett and Otay for fishing and hunting permits, an average of \$1,000 a month for each lake. I am sure you can do as well or better up at Cuyamaca. The La Mesa District is doing the bluestoning at its own expense. They used 6000 pounds this year. They should use 8,000 or 10,000 pounds to get the best results.

We should get an average of \$150 or \$200 a month just out of the camping privileges, and taking it altogether I am sure you will get a revenue that will pay you a nice profit on your investment, even if you do not invest in anything but a few more boats.

Please think this matter over carefully. I do not think you want me to personally take it out of my own pocket to pay the district and I have made you a proposition that is hard to beat.

Kindly let me hear from you tomorrow or Friday.

Yours sincerely,

EF:KLM

P. S. I telephoned Mr. Griffith and he said this month's revenue should be around \$900 at least, and of course it is more during the hunting season.

August Eighth  
1 9 3 3

*Will sent*

Mr. A. Howard Neale  
1835 E. Foothill Blvd.  
Altadena, California

Friend Neale:

Answering yours of the 19th it is understood and agreed that you will get 40% of any revenue that I receive from the rental of saddle horses at Cuyamaca Lake under my lease with Mr. Swycaffer for this year from date of possession of the property.

This also confirms our understanding that I will not operate a store, camp grounds, hunting or fishing, or boating, confectionery or ice cream shop or hotel during the term of your lease with the Cuyamaca Water Company as enclosed, however, it is mutually understood and agreed that I reserve the right to sell any property I own or control which is not purchased by you, and in every case the clause will be inserted that none of the property will be sold to anyone not of the white or Caucasian race.

After September 1, 1940 I will use my personal efforts in getting you a new lease with the La Mesa, Lemon Grove & Spring Valley Irrigation District,

If at any time I determine to sell the school house I will give you the first option to buy at price mutually agreed upon, or left to arbitration in the usual manner, the decision of the Board of Arbitrators to be final.

This is also to confirm my verbal understanding with you that at your option you may become a real estate salesman under Ed Fletcher Company, that you will be paid a 15 percent commission on any sales that you make of the property of Ed Fletcher Co., adjoining and be paid a five percent commission on sales made to customers whom we send you to show the property to.

I believe that you will be pleased with this arrangement and it will be a pleasure to work with you.

Yours very truly,

EF:AK



August 11, 1933.

Mr. and Mrs. A. Howard Neale,  
San Diego, California.

My dear Mr. and Mrs. Neale:

It is understood and agreed between us that the surveys will be completed, the legal description absolutely secured approved by the title company and, within two or three weeks from date at the latest, you will receive a deed to the property and execute a trust deed back with notes covering the deferred payments, and a policy of title insurance will be furnish you without expense, showing the title to be free and clear in my name, excepting State and County taxes due and payable next December, which you assume, and thereafter, and, in the event the undersigned is unable to comply with the above provisions, you, as Buyer under the agreement executed as of today, shall be released and discharged from the provision for forfeiture, upon the recordation of said agreement.

Yours very truly,

EF/RC

Ed Fletcher Co.

1020 NINTH AVENUE  
SAN DIEGO, CALIFORNIA

August 17, 1933.

Mr. and Mrs. A. Howard Neale,  
Cuyamaca Lake

My dear Mr. and Mrs. Neale:

I am enclosing herewith trust deed and map covering the property included in the contract. Mr. Bird is a licensed engineer, and his surveys have been accepted by all title companies, the papers have all been approved by the trust company and everything is in regular form.

Enclosed find letter of approval from Mr. Rowe, as to acreage as per your telephone request.

Will you and your wife kindly sign the trust deed and note? I have already prepared the deed to you and same will be recorded together with the trust deed.

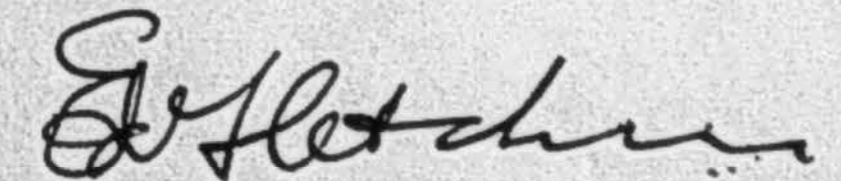
I am paying for a policy of title insurance showing the property is free and clear in our name, as per agreement, and all you will be paying for is the continuation of the policy in your name, a small charge of about \$7.50 to \$10.00, together with the cost of recording and acceptance fee of \$2.50. We will have the papers recorded and the policy of title insurance sent you at an early date, as soon as same can be secured from the title company, in a guaranteed sum of \$23,750.00.

I will not return for a week or ten days, so am sending the papers up to you for your signature, so we may get the matter cleaned up and the property put in your name promptly.

With kind personal regards, I am

Sincerely yours,

EF:KLM





August 17, 1935.

Mr. and Mrs. A. Howard Neale,  
Guyanaca Lake

My dear Mr. and Mrs. Neale:

I am enclosing herewith trust deed and map covering the property included in the contract. Mr. Bird is a licensed engineer, and his surveys have been accepted by all title companies, the papers have all been approved by the trust company and everything is in regular form.

Enclosed find letter of approval from Mr. Rowe, as to acreage as per your telephone request.

Will you and your wife kindly sign the trust deed and note. I have already prepared the deed to you and same will be recorded together with the trust deed.

I am paying for a policy of title insurance showing the property is free and clear in our name, as per agreement, and all you will be paying for is the continuation of the policy in your name, a small charge of about \$7.50 to \$10.00, together with the cost of recording and acceptance fee of \$2.50. We will have the papers recorded and the policy of title insurance sent you at an early date, as soon as same can be secured from the title company, in a guaranteed sum of \$23,750.00.

I will not return for a week or ten days, so am sending the papers up to you for your signature, so we may get the matter cleaned up and the property put in your name promptly.

With kind personal regards, I am

Sincerely yours,

EF:KLM

Deed of Trust Note—Installment Note—Interest Extra

Use this form for the original note, if typewritten, fold under and make carbon copy on form set out in Deed of Trust, then detach this original for signature and insert copy of signatures in the copy.

DO NOT DESTROY THIS NOTE: When paid, this note, with Deed of Trust securing same, must be surrendered to Trustee for cancellation, before reconveyance will be made.

\$ 19,250.00 San Diego, California, August 17th, 19 35

In installments as herein stated, for value received, we,

A. Howard Neale and Caroline V. Neale promise to pay to

Ed Fletcher and Mary C. B. Fletcher, husband and wife as joint tenants, or order, at San Diego, California

the principal sum of Nineteen Thousand Two Hundred Fifty and no/100 - - - - - DOLLARS, with interest from August 11, 1935 on unpaid principal at the rate of

six per cent per annum, payable quarterly

; principal payable in installments of

Five Thousand and no/100 - - - - - Dollars,

or more on the 11th day of each August month, beginning on the

11th day of August, 19 34

and continuing until said principal and interest have been paid.

Should interest not be so paid it shall thereafter bear like interest as the principal. Should default be made in payment of any installment of principal or interest when due, the whole sum of principal and interest shall, at the option of the holder of this note, become immediately due. Principal and interest payable in United States Gold or United States coin. If suit or action shall be instituted in any Court to collect any sum becoming due on this note, the undersigned promise to pay such sum as the Court may adjudge reasonable as attorney's fees in said suit or action. This note is secured by a DEED OF TRUST to BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a National Banking Association.



September Eleventh  
1 9 3 3

Mr. A. Howard Neale  
Cuyamaca Lake  
Julian, Calif.

My dear Mr. Neale:

If you care to take charge of the rental of my houses at Cuyamaca Lake excepting our private cottage I will be glad to let you have it on the following basis:

That you collect 10% on all rentals, the only house I don't want rented is our private cottage.

The houses that I have in mind are the Stewart house, the small house by the spring, the company cottage and the school house. Will you take full charge of the rental of these four houses and oblige me.

Kindly confirm.

Yours very truly,

EF:ASK

October 25, 1933.

*Recd 11/15/33*

Mr. A. Howard Neale,  
Cuyamaca Lake,  
Julian, California.

My dear Mr. Neale:

Your bookkeeper was in and paid the balance due on the permits for the month of September and for the new insurance policies. However, there is still due on insurance the sum of \$122.70, the pro rata cost of the insurance you are taking over. Please send down your check for this amount.

Also enclosed find Escrow instructions to the Bank of America that they want you to sign authorizing them to record the trust deed. The escrow officer advises us that you do not have to get Mrs. Neale's signature, so I would appreciate it if you would sign this where it is marked x and fire it back to me and I will get it over to the bank so the matter may be closed.

There will be \$2.50 recording fee for recording your deed, and you should return with the escrow instructions check covering these two amounts- \$125.20.

My bookkeeper has called to my attention the fact that you have not paid us the \$15.00 per month rent for the store building. As you took possession about August 15th there is now three months rent past due.

Yours sincerely,

KLM

P. S. Further in explanation of the \$122.70 charge for insurance, under your contract which you signed you agreed to take over the existing fire insurance policies on the buildings you have bought. This includes the lodge, cottages and your own residence, and the \$122.70 covers your proportion of the premiums from Aug. 11, 1933 to the expiration of the different policies.

E.F.



November Twenty-second  
1 9 3 3

Mr. A. Howard Neale  
Cuyamaca Lake  
California

My dear Mr. Neale:

This confirms an exclusive option to you to purchase  
the island in Cuyamaca Lake for \$15,000 either for cash or on terms  
mutually agreed on.

The exclusive option to hold good for 60 days from date.

Very sincerely yours,

EF:ASK

Rent of store
9/15 to 12/15/33 \$15 <sup>00</sup> per mo
Escrow instructions
Check \$ 122 <sup>90</sup> 2 <sup>50</sup> 125 <sup>40</sup>
Permits



1835 E. Foothill Blvd.,  
Altadena, California.  
February 16, 1934

Col. Ed Fletcher,  
San Diego,  
California.

Dear Colonel:

As there has been some misunderstanding in my family, and at this time I am unable to know the outcome, I wish that if you have any inquiry on matters pertaining to the Guyamaca proposition from any other source than my own, you would write to me first before giving the information required. I might say that you be non-committal as far as possible.

You will no doubt in the very near future hear from some one in reference to taking back the Guyamaca proposition; but as I am personally interested in it I would like to have consideration in this matter, which is only fair and due to me. My cooperation with you has always been satisfactory and will still exist provided it is within my power.

In case you would like to write to me other than at home, which I would prefer on any matters pertaining to the above situation arising, kindly address your letter c/o 1533 E. Mountain, Pasadena.

I would appreciate your treating this letter absolutely confidentially, and keeping it in abeyance until the time comes, if it does.

Kindly give my regards to all your family, and best regards to yourself.

Sincerely yours,



A. H. NEALE

AHN:CL

San Diego, California  
February 28th, 1934

Colonel Ed Fletcher  
1020 9th Ave.  
San Diego, Calif.

My dear Colonel:

I have looked up the law re the contract between you and Mr. and Mrs. Neale.

As the contract was signed and the original \$4500 paid before the new law went into affect the probabilities are that the new law cancelling trust deeds would not apply unless it is upheld on the ground of emergency legislation. There are decisions in the Superior Court both ways. In any event, you can force specific performance although you will be delayed provided, this law is upheld on the ground of emergency legislation.

Yours very truly,



March First  
1 9 3 4

Mrs. A. Howard Neale  
1855 E. Foothill Blvd.  
Altadena, Calif.

My dear Mrs. Neale:

Your attorney, Mr. Barber, was here today and told Mr. Cotant of the Bank of America, who has your trust deed notes re Cuyamaca Lodge, that the intention was to repudiate the debt as well as take out the furniture and sell it.

You have no bill of sale of our furniture and it is understood and agreed with Mr. Neale and my recollection is that you were present as well, that no bill of sale of the furniture would be given until it was paid for in full.

This is to notify you that any furniture or equipment that you remove from our property at Cuyamaca Lake you do so at your peril.

A copy of this letter has been sent to your attorney.

I do hope we can settle this matter in an amicable way and you can rest assured of my cooperation but the Bank of America has the final say in this matter and it is only by doing the square thing, one to the other, that we can eliminate a real law suit. As between friends, I hope that you will see me in the near future and that we can make an amicable settlement of this matter in the near future.

Yours very truly,

EF:ASK

RELEASE

FOR VALUE RECEIVED the undersigned hereby release A. HOWARD NEALE and CAROLINE V. NEALE from all obligations, actions, causes of action, claims and/or demands against them, or either of them, from the beginning of the world to the date hereof.

Dated:

\_\_\_\_\_  
Ed Fletcher

\_\_\_\_\_  
Mary C. B. Fletcher

ED FLETCHER CO.

By \_\_\_\_\_

CUYAMACA WATER COMPANY,

By \_\_\_\_\_

LA MESA, LEMON GROVE &  
SPRING VALLEY IRRIGATION  
DISTRICT

By \_\_\_\_\_



July 19th, 1933

AGREEMENT whereby A. Howard Neale and Neale, husband and wife, buys and Ed Fletcher sells that portion of Lot E, Cuyamaca Rancho, San Diego County, California approximately 17 acres, as per map herewith attached, subject to the reservations shown on said map.

The purchase price being \$25,000 payable as follows: \$5,000 down, the receipt of which is hereby acknowledged; \$5,000 on or before July 19, 1934; \$5,000 on or before July 19, 1935; \$5000 on or before July 19, 1936; \$5000 on or before July 19, 1937 with interest at 6% payable quarterly from date. Any amount on principal can be paid thereby stopping interest.

When the property is paid for said seller agrees to furnish a good and sufficient title in the sum of \$25,000 showing the property is free and clear of encumbrance as of this date, subject to any easements or rights of way heretofore granted of record, if any, and subject to state and county taxes due and payable next fall and thereafter.

This sale also includes all furnishings and equipment in the hotel and cottages included in this deed; specifically not included in this sale are the four houses known as the "company cottage" Fletcher private cottage "The Swycaffer house" and house west of the swimming pool" with the present equipment and furnishings in said houses, also the school youse property.

It is mutually understood and agreed that one, J. J. Griffith now has a lease on this property; that said lease expires on the sixth day of January, 1934; that Ed Fletcher personally and the Ed Fletcher Company, will do everything possible without material expense to them to get said Griffith to give up the lease as soon as possible but in any event said Neale is to have full possession of the property on or before January 6th, 1934; is to have any and all revenue under the terms of said lease or leases now in existence from date of payment of \$5000 under the terms of this agreement and in selling this property

-2-

said sale is subject to the Griffith lease heretofore mentioned. However, it is mutually understood and agreed that said Neale can take possession of any and all the property not used or useful in connection with the said lease to Griffith and proceed to do anything that he cares so to do to improve the property and at said Neale's expense so long as it does not interfere with the operation and maintenance of the property included in the said lease above mentioned to Griffith.

Another condition of said sale is that said Ed Fletcher of his agents is to continue to operate the water system and furnish a water supply from the present source at rates and under the same rules and regulations as heretofore charged, same to continue until changed by any duly competent authority.

It is further agreed that in making said deed a reservation shall be made ~~in~~ for telephone, power, water, sewer and gas mains in the locality desired together with ingress and egress so long as said construction is not materially affected or damaged, the present or prospective improvements of said Neale, his successors or assigns.

It is mutually understood and agreed that there is reserved one painting by Freis which is not the property of the seller and which said seller will remove from the lodge.

Said Neale shall at all times carry insurance on the buildings at least in the sum of \$15,000 for the coming year and thereafter in an amount equal to the deferred payments. Said Fletcher agrees for a period of 10 years from date not to ~~engage~~ engage in any competitive business on the adjoining property without the consent of said Neale in writing and to cooperate with said Neale in every way possible in the successful operation of the enterprise.



August 23, 1953.

Southern Title and Trust Company,  
San Diego, California.

Gentlemen:

Enclosed herewith find legal description of the portion of Lot "E" Cuyamaca Rancho, San Diego County, California which we have sold to A. Howard Neale and Caroline V. Neale, husband and wife as joint tenants. Will you please issue a policy of title insurance in the sum of \$23,750 showing this property in the name of Ed and Mary C. B. Fletcher, subject to easements and rights of way of record, to taxes due but not delinquent, and to

The Bank of America, Main Branch, will deliver to you the Grant Deed, also Deed of Trust executed by A. Howard Neale and Caroline V. Neale, together with a partial release of trust deed signed by Ed Fletcher and Mary C. B. Fletcher, which you may record and continue the policy in the name of Mr. and Mrs. Neale.

I am to pay for policy of title insurance in my name said Neale to pay for recording deed, also trust deed and continuation in his name.

- The escrow number at the Bank of America is 6988 -  
Mr. Petersch.

Yours very truly,

EF:KLM

Neale parcel

All that portion of Lot "E" of the Cuyamaca Rancho, in the County of San Diego, State of California, as set out in the decree of partition of said Rancho, recorded in Book 43, page 309 of Deeds, et seq. in the office of the Recorder of said San Diego County, and particularly described as follows:

Beginning at a point on the Southwesterly line of Parcel 5 as described in deed from Ed Fletcher and wife to the Cuyamaca Water Company, a corporation, dated March 23, 1926 and recorded in Book 1209, page 53 of Deeds, records of said San Diego County, said point of beginning being South 65° 11' East, 168.28 feet from the point of intersection of those courses in said description of the aforesaid Parcel 5 having bearings of South 37° 52' West and North 65° 11' West, respectively; thence continuing along said Southwesterly line of the aforesaid Parcel 5 as follows: South 65° 11' East, 502.82 feet; South 69° 26' East, 193.4 feet; South 40° 06' East, 536.1 feet; South 2° 52' East, 141.3 feet; South 53° 42' East, 439.00 feet; and South 10° 27' East, 376.71 feet; thence leaving said Southwesterly line, North 80° 05' West, 473.10 feet to Station 465 plus 04 on the center line of that certain highway known as County Highway Survey of Relocation of Route 8, Division 4, as shown on Map thereof on file in the office of the County Surveyor of said San Diego County; thence along said center line of said highway as follows: North 5° 45' 30" West, 10.02 feet to the beginning of a tangent curve to the left having a radius of 400 feet; thence Northwesterly along said curve, 310.44 feet; thence North 50° 13' 30" West, 45.92 feet to the beginning of a tangent curve to the right, having a radius of 400 feet; thence Northerly along said curve, 236.78 feet; thence North 16° 18' 30" West, 64.60 feet to the beginning of a tangent curve to the left, having a radius of 500 feet; thence Northerly along said curve, 58.69 feet to Station 457 plus 77.55



on said center line of said highway; thence leaving said center line, South 85° 28' West, 219.95 feet; thence North 79° 35' West, 54.74 feet; thence North 55° 58' West, 127.7 feet; thence North 23° 58' West, 19.10 feet; thence North 18° 43' East, along the Southerly prolongation of the Easterly line and along said Easterly line of a parcel of land conveyed to Mary Louise Fletcher by deed dated July 18, 1932 and recorded in Book 133, page 323 of the Official Records of the County of San Diego, for a total distance of 157.02 feet to the Northeasterly corner of said parcel; thence North 11° 46' West, 7.50 feet; thence South 87° 54' West, 41.13 feet; thence North 59° 36' West, 104.88 feet; thence North 48° 23' West, 106.28 feet; thence South 82° 28' West, 149.12 feet; thence North 26° 32' West, 163.40 feet; thence North 31° 28' East to the point of beginning.

EXCEPTING, HOWEVER, from the above described property that portion thereof described as follows:

Commencing at the above mentioned station 457 plus 77.55 on the center line of Relocation of Route 8, Division 4; thence North 60° 10' East, 187.58 feet to the true point of beginning; thence at right angles South, 29° 50' East, 140 feet; thence at right angles, North 60° 10' East to a point on the center line of County Highway Survey Route 8, Division 4, according to the Map thereof on file in the office of the County Surveyor of said County; thence Northerly and Northwesterly along said center line of said highway to a point bearing North 60° 10' East from the true point of beginning; thence South 60° 10' West to said true point of beginning.

EXCEPTING, ALSO, from the above described property, that portion thereof described as follows:

Beginning at a point on the Southwesterly line of the above described property which is distant thereon North 48° 23' West, 20 feet from the point of intersection of the bearings North 59° 36' West and North 48° 23' West, respectively; thence North 48° 23' West, 30 feet; thence at right angles, North 41° 37' East, 50 feet; thence at right angles South 48° 23' East, 30 feet; thence at right angles South 41° 37' West, 50 feet to the point of beginning.

RESERVING, HOWEVER, unto the grantor herein and unto his successors and assigns, easements and rights of way for public road purposes, as follows:

An easement and right of way, 40 feet wide, being 20 feet on each side of a center line described as follows:

Commencing at the above mentioned Station 457 plus 77.55 on the center line of County Highway Survey of Relocation of Route 8, Division 4; thence North 60° 10' East, 342.58 feet to a point on that course in the Northeasterly line of the above described land having a bearing of South 40° 06' East.

ALSO an easement and right of way, 40 feet wide, being 20 feet on each side of a center line described as follows:

Commencing at the point of intersection of the two courses in the Southwesterly line of the above described property, having bearings of South 82° 28' West and North 26° 32' West, respectively; thence North 39° 28' East to a point on that course in the Northeasterly line of said property having a bearing of South 65° 11' East.

ALSO an easement and right of way 10 feet wide, being Northerly of and adjacent to the aforesaid Southwesterly line of said



property, being along the following courses in said Southwesterly line: South 87° 54' West, 41.13 feet; North 59° 36' West, 104.88 feet; North 48° 23' West, 106.28 feet and South 82° 28' West, the Westerly termination of said 10-foot easement being the Southeasterly line of the last above described 40-foot easement.

ALSO an easement and right of way over all those portions of the 60-foot strip of land as shown on the above mentioned Map of Survey of Relocation of Route 8, Division 4, which are included within the boundaries of the above described land.

ALSO RESERVING the right to dedicate any or all of the foregoing described rights of way to the public to be used as public streets or highways.

AGREEMENT FOR THE SALE OF REAL ESTATE

THIS AGREEMENT, made in duplicate and entered into this 19th day of July, 1933, between ED FLETCHER of San Diego, California - - - - - hereinafter called the SELLER, First Party, and A. HOWARD NEALE and \_\_\_\_\_ husband and wife, as joint tenants, hereinafter called the BUYER, Second Party,

WITNESSETH: That said Seller for and in consideration of the covenants and agreements on the part of said Buyer hereinafter contained agrees to sell and convey unto said Buyer and the Buyer agrees to purchase subject to the conditions and covenants herein contained all that certain portion of Lot "E", Cuyamaca Rancho, situate in the County of San Diego, State of California, all as per map hereto attached, (with the exceptions noted on map) (between 16 and 17 acres)

ALSO all furnishings and equipment in the hotel and cottages on said land, except as hereinafter specified: One oil painting by Fries which is in the Lodge but not the property of the Seller and which will be removed by Seller.

Specifically reserved from this sale are the two houses back of the Lodge known as the Fletcher Private Cottage and the Company Cottage, the Swycaffer House and the house west of the swimming pool, also the school house property with adjoining barn.

SUBJECT to all easements and rights of way of record, for the sum or price of Twenty-five Thousand and no/100 Dollars (\$25,000.00), lawful money of the United States, which said sum or price Buyer agrees to pay to Seller in the following manner, to-wit: Five Thousand Dollars (\$5000) upon the execution and delivery of this agreement, receipt of which is hereby acknowledged and the further sum of \$20,000.00 in annual installments of \$5000.00 or more, each, payable on <sup>or before</sup> the 19th day of each July, commencing July 19th, 1934, with interest at the rate of six (6) percent per annum on all deferred installments of said purchase price remaining unpaid from date until paid, interest payable quarterly; and provided further that all unpaid balance shall become immediately due and payable four years from the date hereof; and further consideration <sup>Buyer agrees to fulfill</sup> of and upon the terms and conditions hereinafter set forth. It is understood that any amount may be paid on principal at any time thereby stopping interest.

Seller hereby agrees to operate the water system and furnish a water supply from the present source at rates and under the same rules and regulations as hereto-



fore charged, same to continue until changed by any duly competent authority.

Buyer agrees to pay the cost of water furnished within fifteen (15) days after bill is presented for the use of water to him. Said Seller, his heirs or assigns, reserves the right to shut the water off on five days written notice in case of failure to pay water bills.

Buyer agrees to pay at least ten (10) days before the same become delinquent, all liens, assessments, charges and taxes of every kind and nature hereafter levied, assessed or accrued against said property, including taxes for the fiscal year 1933-1934, and failing in this the Seller shall have the right to pay the same, and the amount thereof, together with interest thereon at the rate of ten per cent per annum from the date of payment, shall be repaid by said Buyer to said Seller on demand.

The Buyer agrees not to record this agreement or any copy thereof or reference thereto, and in the event that the same is so recorded by said Buyer or by anyone acting by, through or under said Buyer all right, interest and estate of said Buyer hereunder shall at the election of the Seller forthwith ipso facto cease and terminate.

This Agreement shall not, nor shall any interest therein or thereunder be transferred or assigned by the Buyer without the written consent of the Seller first obtained nor until a fee of Two Dollars (\$2.00) for each such assignment or transfer is paid to the Seller, together with all interest and other payments due hereunder to the date thereof, and any attempted assignment, transfer or conveyance in violation hereof shall be void and of no effect, and if Seller so elects shall forthwith ipso facto terminate all rights of Buyer hereunder.

Buyer agrees in the occupancy and use of said property to observe all laws, ordinances, rules and regulations of the United States, of the State of California, of the municipality or political subdivision in which said property is located, and of all officers or boards authorized by law to make rules and regulations with reference thereto.

The Seller shall have the right for himself or his agent or agents, to enter upon said property at any time during the term of this Agreement for the purpose of examining same.

It is mutually understood and agreed that said property is sold subject to a lease with J. J. Griffith which can be terminated January 6, 1934; that said Seller will endeavor to get said Griffith to return the lease and vacate the premises before January 6th, 1934 providing Griffith will do so without material expense to Seller,

but in any event said Buyer shall have full possession of the property January 6th, 1934. It is further understood and agreed that said Buyer shall receive any and all revenue due Seller by said Griffith under his lease on said premises from date of payment of initial payment of \$5000.00.

It is also further understood and agreed that said Buyer may have immediate possession of any land above described which is not used or useful in connection with the aforesaid lease to J. J. Griffith, and may proceed to use the land and improve the property at Buyer's expense so long as it does not interfere with the operation and maintenance of the property included in the said lease to Griffith.

The Buyer further agrees at all times to carry fire insurance on the improvements on said land, \$15,000 for the first year of this agreement and thereafter in an amount equal to the amount of deferred payments.

Time is hereby declared to be of the essence of this Agreement and strict performance by the Buyer of each and all of the Buyer's obligations hereunder is a condition precedent to Buyer's right to conveyance. Should default be made in the payment of any installment of principal or interest when due, or in the repayment on demand of any sum herein agreed to be repaid, or in the strict performance of any other obligations herein on Buyer's part to be paid, kept or performed, then in every or any such event, the Seller may at Seller's option, either:

- (a) Terminate all rights of Buyer hereunder, and all of Buyer's interest in and to the lands and other property described herein; or *in which case, all payments heretofore made shall be returned as a refund of the purchase price.*
- (b) Elect to consider the whole unpaid balance of said purchase, together with all accrued interest thereon, all advances made and all other sums herein required to be paid by the Buyer, with interest thereon, immediately due and payable, and the same shall thereupon become immediately due and payable, and said Seller may enforce said Seller's rights hereunder by any appropriate equitable or legal remedy.

The Buyer agrees to pay all costs and expenses of any action or proceedings commenced by the Seller to enforce this Agreement, including reasonable Attorney's fees, in the event that judgment is rendered in favor of the said Seller.

Forthwith upon Buyer's default hereunder, Seller shall have the right to enter upon said premises and take exclusive possession thereof with or without process of law.

<sup>upon</sup>  
The Seller may/default of the Buyer exercise any privilege option or right



**Ed Fletcher Papers**

**1870-1955**

**MSS.81**

**Box: 69 Folder: 14**

**Business Records - Land Companies - Lake Cuyamaca  
Lodge - Neale, A. Howard and wife Caroline V. purchasers  
of lodge - Correspondence, deed and property description**



**Copyright:** UC Regents

**Use:** This work is available from the UC San Diego Libraries. This digital copy of the work is intended to support research, teaching, and private study.

**Constraints:** This work is protected by the U.S. Copyright Law (Title 17, U.S.C.). Use of this work beyond that allowed by "fair use" requires written permission of the UC Regents. Permission may be obtained from the UC San Diego Libraries department having custody of the work (<http://libraries.ucsd.edu/collections/mscl/>). Responsibility for obtaining permissions and any use and distribution of this work rests exclusively with the user and not the UC San Diego Libraries.