

THE THUM-FLETCHER LAND CONTRACT

The El Cajon bluff land was purchased by the F. & W. Thum Co. at the suggestion of Ed Fletcher, who carried on the purchasing deals as agent for the F. & W. Thum Co. This agency was created by written contract, known between us as the "Thum-Fletcher El Cajon Land Contract". The document was dated February 13, 1908, and was a ten-year agreement written to expire in 1918. However, it was evidently entered into prematurely and was by mutual consent allowed to run another decade -- to 1926.

The Manager

The so-called Parke Ranch was the first property to come under this contract which provided for the purchase of the property and such other land as might be mutually agreed upon. The full list of all property so acquired appears later in this statement.

The agreement provided also that Ed Fletcher act as manager of all such property as might be purchased under the contract. Also, that Mr. Fletcher turn in to the F. & W. Thum Co. all real-estate commissions to which he might otherwise be entitled for the purchase of the property. His remuneration for the above mentioned services is explained below.

The contract provided that the Company might at its option improve any such property in whatever manner it should desire. However, as a matter of fact, Mr. Fletcher suggested practically everything that was done by the Company. He undertook to give the Company the benefit of his real estate experience in San Diego and to look personally after the work to such extent as his other business affairs might permit.

Primary Purpose

The primary purpose was to bring certain contiguous properties under one ownership, in order to make it possible, if desired, to have harmonious tract-plotting over a large area.

F. & W. Thum Co. soon realized that Mr. Fletcher was the only available person so qualified and so situated as to

enable him to make and sell such an improvement. In other words, we had subjected this particular piece of the Company's business to his judgment altogether. As indicated above, the entire undertaking was a creation of Mr. Fletcher's mind.

As early as 1909 F. & W. Thum Co. saw no prospect of any reasonably early demand or use for the property.

The Selling Price

Mr. Fletcher was negotiating with an eastern man to take over the property jointly with him, and the selling price of the unsold portion of the property was agreed upon in a few minutes between Mr. Fletcher and myself with the Company's approval. I have forgotten what caused them to ultimately abandon the idea; but it was not the price of \$75.00 per acre for the 1777 acres of El Cajon Bluff land. For the El Cajon Valley (Ballantyne) land, the price was fixed at cost plus the carrying charge of six (6) per cent per year for the use of the money which had been advanced for purchase price, and for care, taxes and other holding expenses.

For his services Mr. Fletcher's remuneration was, at his suggestion, fixed at twenty-five per cent of the net profit or net surplus. This surplus, of course, was what should remain after F. & W. Thum Co. had been reimbursed for the money it had advanced, plus six per cent for the use of the money. This six per cent amounted to only four and a half per cent in reality, as will be shown directly.

Accounting

The contract bound the Company to furnish Mr. Fletcher with a detailed, itemized, annual statement of all moneys received and expended on this account as of December 31 of each year. And each separate item of expense and income went through Mr. Fletcher's office before it reached the office of the F. & W. Thum Co.

This annual statement was used as the basis for calculating the annual six per cent carrying expense mentioned above.

Unusual Financial Risks

The six per cent annual charge for the use of the money advanced also covered unusual risks, such as that caused by our believing Mr. Fletcher to be the only man sufficiently qualified to make a success of El Cajon Heights. In the first place, it was all his idea and had received a great deal of

thought on his part. In the second place, he had acquired more knowledge and more control over the vital water problem that related to the land involved than anyone else we knew of. During the entire twenty years of the "Contract Account", we learned of only one man, at that time the foremost realtor of San Diego, whom the F. & W. Thum Co. regarded as possibly in position to interest Capital to take over this property for the purpose of sub-dividing it under his personal management. In speaking to Fletcher about this man, he suggested that I interview him on the subject. This I did, but as soon as I explained the water situation, he said, "Ed Fletcher is the only man to see about such a proposition as that." I did not even get an opportunity to mention the price! This circumstance is mentioned here to show the risk assumed by F. & W. Thum Co. in case of Mr. Fletcher's death during the term of the "Contract". To take out an insurance policy on Mr. Fletcher's life covering such a risk, would have cost the Company at least one and a half per cent or one-fourth of the six per cent, so that the Company would have received only four and a half per cent per annum for use of the money advanced.

There are other substantial risks in this kind of transaction which were assumed by the F. & W. Thum Co. For instance, in the contract, Mr. Fletcher was expressly relieved from giving any of his time to carry out the work of the contract which was "not consistent with his other legitimate business interests." The Company took the risk of his time being largely or wholly taken by his other interests, present and future.

In placing his original proposition before the Company, Mr. Fletcher named seven per cent as the proper compensation for the use of the money which was to be advanced by the F. & W. Thum Co. and the Company cut it down to six per cent at the first reading. We considered the lesser rate better business. The Company was liberal in this matter of six per cent and really earned more. In every other way, too, it endeavored to assist Fletcher in making the Thum-Fletcher Contract a success.

Net Deficit and Net Surplus Account

The "Net Surplus" and "Net Deficit" of the Contract Account were treated in the following manner:

All items paid out by the Company for whatever purpose i.e. real estate, labor, material, services, were debited to the Contract Account, and all items received for rent, grazing, crops, sale of real estate, or receipts from other sources, were credited to the Account. A debit balance in the Account, of course, represented the "Net Deficit" and a net credit balance likewise represented the "Net Surplus".

The calculations on the following sheet show how Mr. Fletcher's total remuneration of \$30,788.04 developed or accrued to his credit during the life of the Thum-Fletcher Contract. See bottom of statement for the amount.

CLOSING OF THUM-FLETCHER DEAL

The sale to Ed Fletcher of all property remaining unsold in the "Thum-Fletcher El Cajon Lands Contract" on April 21, 1933, and also the sale to him of the Ballantyne Land (See pp. 10 for information about the latter.)

EL CAJON HEIGHTS BLUFF LAND
1777 acres @ \$75.00 per acre \$ 133,275.00

NET WATER WORKS, cost 27,548.21

Total selling price, El Cajon Heights property 160,823.21

DEDUCT FLETCHER'S 1/4 INTEREST
IN NET SURPLUS (See below). 30,768.04 X

Balance payable to F. & W. Thum Company
for El Cajon Heights property \$ 130,055.17

PRICE BALLANTYNE LANDS SOLD TO
ED FLETCHER at cost and carrying cost 21,229.28

Total selling price El Cajon Heights and
Ballantyne Lands \$ 151,284.45

FIRST PAYMENT, CASH, MADE AT CLOSE OF DEAL
BY FLETCHER 5,000.00

Total LOAN, as calculated on basis fixed in
Contract \$ 146,284.45

Balance dated April 23, 1928, covered by
two notes. 146,284.45

* * * * *

These two notes were cancelled 9/10/1929 and single note made on that date for balance then due -- namely \$130,573.45. (See later.)

Calculations to Determine Fletcher's 25% Net Surplus

Total selling price to Ed Fletcher (See above) \$ 160,823.21

UNPAID Balance in Contract Acct. of F. & W. Thum Co. 37,751.04

Net Surplus " " " " " " " " \$ 123,072.17

FLETCHER'S 25% of NET SURPLUS -- \$123,072.17 - 4 - 30,768.04 X

F. & W. Thum Co.'s 75% of NET SURPLUS \$ 92,304.13

THUM-FLETCHER DEAL

Brought up from 4/22/26 to Jan. 1, 1934

* * * * *

Hawley-Miller Land, 1777 acres @ \$75.00 per acre . . .	\$133,275.00
Water Works on said land	37,548.21
Ballantyne Land ^{\$} R. of W. for water	<u>21,229.28</u>
Total Sale Price	\$182,052.48

Credit Item

Fletcher's 25% net gain accrued in the Thum-Fletcher Land Account	<u>30,768.04</u>
Balance payable by Ed Fletcher to F. & W. Thum Co. . .	\$151,284.44

Credit Item

First cash payment	<u>5,000.00</u>
Balance covered by two notes payable to F. & W. Thum Co. dated April 22, 1926	146,284.44

Credit Item

Paid on principal between 4/22/1926 and 9/10/1929. . .	<u>15,711.00</u>
Balance unpaid 9/10/1929	\$ 130,573.44

All interest settled to 9/10/29 ^{in part} by means of sundry small promissory mortgage notes payable to Mr. Fletcher and endorsed to F. & W. Thum Co. (Some of these are in default now.)

The account covered by the mortgage note^s of April 22, 1926 became so involved that a new note was prepared 9/10/29 to show balance unpaid as of that date.

No payment of interest or principal has been made since 9/10/1929. to date 1-1-1934

Money Advanced not Retrieved

Statement showing amount not yet repaid to F. & W. Thum Co. on January 1, 1934, on the total sum advanced by the Company to the Thum-Fletcher Contract Account during the twenty-year period of the said contract. This statement also shows the net amount paid by the F. & W. Thum Co. on account of the Ballantyne Land (being the net cost of the land.) None of this cost had been received from Mr. Fletcher by January 1, 1934.

Amount remaining unpaid on contract account at time of closing the deal, April 22, 1926	\$ 37,751.04
Down payment cash to close deal.	\$ 5,000.00
Payments on principal between April 22, 1926 and Sept. 10, 1929	<u>15,711.00</u> <u>20,711.00</u>
Cash advanced not yet returned to F. & W. Thum Co. on <u>Jan. 1, 1934</u>	\$ 17,040.04
Cost of Ballantyne Land as of April 22, 1926.	<u>31,329.28</u>

This figure represents the amount not yet retrieved by the F. & W. Thum Co. (regardless of interest) from Mr. Fletcher before the Thum-Fletcher deal could show any profit to the Company for the twenty-year period of the contract \$ 38,269.32

The cost figure of the Ballantyne land was determined as explained under the heading "Ballantyne Land" ^{pages} _{PP 10&11}

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EQUAL TREATMENT

Because of the F. & W. Thum Co.'s having carried out the terms of the contract and having taken all the risks during the twenty years of the contract, and because of its having accepted so small a sum as \$5,000.00 as a down payment, I do not see why we should have been treated the same as any other creditor.

Strange Action

I think we carried out our part of the Thum-Fletcher agreement and the closing deal very well, and therefore consider very strange Mr. Fletcher's public criticism of F. & W. Thum Co.'s action in regard to any part of the agreement since it was signed in 1908.

Suggestions for F. & W. Thum Co. to Take Back the Property

After the economic crash caused by the Depression in 1929, Mr. Fletcher complained because the F. & W. Thum Company declined to take back the property he had purchased in 1926 and owned it three years. As an inducement for the Company to accept his proposition, he offered to include all the land which represented his share of the distributed net surplus of the Thum-Fletcher Land Account as of 1926. After he had acquired this land, Mr. Fletcher had a great deal of street-work done, including water mains; also a little sidewalk laying and street lighting at a small, prospective business center. All these improvements were fully covered by improvement bonds. In 19__ the F. & W. Thum Co. put a large portion of the land into La Mesa Lemon Grove Water District and is, therefore, assessed for water bonds. It was put into the district exactly as proposed and outlined by Mr. Fletcher, and this was done with the specific purpose of enabling him to find either a buyer for the entire property, or a buyer agreeable to him himself, so that the two could develop it jointly. He evidently failed to "come across" either an outright buyer or a suitable partner who would take over the F. & W. Thum Company's interest in the property. At any rate, he decided to undertake the purchase, the development and the sale, single-handed; so on April 22, 1936, he purchased all our interest in El Cajon Bluff land and the Ballantyne Land.

According to the outlook after the Depression was under way, it seemed there would be no chance to sell lots in less than three years. And at present it seems that no sales to speak of will be in sight in much less than another three years. Only in case an unusual and extremely favorable combination of circumstances arises or is created, will it be possible to sooner dispose of enough of this property to call it business --- so it appears to me.

Had the F. & W. Thum Co. taken back the property loaded with debt it would have been a complete loss; there would also have been large accompanying money losses. Unless the property is bought up at county tax sales and the bonds are acquired at very low figures, there could be no profitable business done

with the property for some time to come under present circumstances. The large bond owners probably have plans already formulated for such action in future. But for the F. & W. Thum Co. there is now no value in the property. It was a clear case of mistaken judgment, and Mr. Fletcher should not blame us; for it was his judgment which was followed almost entirely. He can, of course, not be blamed for that because a very large percentage of realtors followed the same course and did worse.

**Land Made Subject
to
Thum-Fletcher Contract Account
Under Thum-Fletcher Contract**

* * * *

Parke Ranch, acquired 1906		Sold 1910
Miller " " "	"	1906
Hawley Ranch " "	"	1906
Woodruff Land " "	"	1910
Crosby Land " "	"	1910
Folsom 10 acres " "	"	1910
Johnson Land " "	"	1910
Marshall Lots " "	"	1910
Gross-Fletcher Lots " "	"	1926
Woodruff Eucalyptus " "	"	1926

Land Not Subject to Contract

Ballantyne Land, acquired 1906	Sold 1926
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Improvements Made
under
Thum-Fletcher Contract Account

Lemon Grove on Parke Ranch, sold to Mr. Miles.

Original concrete bridge over railroad at Parke Ranch.

Cottage on main road passing the Park Ranch.

and constructed

Result Fenced auto road along bluff extending from concrete bridge nearly to the San Diego River Valley, a distance of more than three miles. The purpose was to make all parts of the property accessible to parties interested in seeing the property and to enclose the land for cattle pasturage.

Water works to carry water from Grossmont to the Miller and Hawley ranches.

Thirty acres of Eucalyptus planted in Valley.

Test well on Ballantyne Land (in Valley).

* * * * *

This amount of improvement may seem little for the F. & W. Thum Co. to have made during the twenty years of the contract (1908-1928.) However, excepting the water-works, most of these improvements were made during the first three years of the contract. Seemingly there was no logical reason for making further improvements until the water-works were put in (1924) and some demand should exist.

* * * * *

Ballantyne Land

✓ The Ballantyne Land is located in El Cajon Valley and adjoins El Cajon bluff land which is covered by the "Thum-Fletcher El Cajon Land Contract." This property was purchased by the F. & W. Thum Co. in 1906 after the bluff land was acquired. The price paid was \$5,377.00, which included two small later additions to the land costing \$350.00.

This valley land was sold to Ed Fletcher with the bluff land in the same deal and on the same price-basis as the bluff land, namely, original cost plus all additions to the investment, (test well, fencing, etc.) all carrying charges, and six per cent annually on the cash invested in the property --- minus all income for crops, rent, etc. The sale price so determined amount to \$21,229.28.

Hopeless Failure

✓ The Ballantyne Land was purchased by the F. & W. Thum Co. at the earnest solicitation of Mr. Fletcher; because its location was such as to provide an appropriate entrance to the purchased bluff lands. Mr. Fletcher assured us the land was unusually rich and yielded heavy barley crops; that it would, therefore, easily yield an income on the "low" purchase price-- an income sufficient to pay taxes and any other cost of carrying, including the six per cent annually charged on the amount of cash invested.

As an inducement for F. & W. Thum Co. to buy the property, Mr. Fletcher offered to see to it that the land was rented out annually for barley. He wanted the Company to buy it, in order to protect the north entrance of El Cajon Heights. Under ideal weather conditions this land proved to be rich and especially fine for barley.

One Year in Twenty

Unfortunately, however, there was only one such year and only one notably good crop in the twenty years of the F. & W. Thum Company's ownership. But at no time was a dollar earned that could be applied on the annual charge of six per cent on the money invested. The trouble arose from the soil's being "extreme adobe" which in dry seasons would develop cracks three to four feet deep, thus often causing the ground to become bone dry before the barley was ready to cut. Again, in some wet years, the soil became so soft as to make harvesting at the right time impossible.

Soon no hope was entertained of making the place self-sustaining.

Mr. Fletcher must have been "taken in" badly by this land. This accounts for the cost being \$21,229.28. Had the F. & W. Thum Co. known more about the nature of the soil, it would not have purchased the place; but would have taken the chances of buying the place at a reasonable price when the need of it became more evident. With what I gradually learned about the Ballantyne Land, I came to the conclusion it was hardly worth half the price we paid for it.

As stated above, the purchase of the Ballantyne Land by Mr. Fletcher for the F. & W. Thum Co. was a separate deal eventually amounting to \$21,229.28, and it was not included in the Thum-Fletcher Contract. But it was covered by the same Fletcher notes and mortgages as applied to the other lands already mentioned. Had economic conditions continued as they were then, this land would probably have been needed for a well balanced development of El Cajon Heights.

SUPER ENTHUSIASM OF ED FLETCHER

Before the deal to purchase the Parke Ranch was closed in 1906, Mr. Fletcher expressed the belief that several San Diego business men would doubtless avail themselves of any good opportunity to build residences on the choice bluff lots. He had reference to those lots which afforded a fine view of El Cajon Valley, lots where the high school now stands. (SEE OVER)

The former owner of the Parke Ranch sub-divided that part of his ranch lying north of the railway several years before on very desirable lines. In Mr. Fletcher's opinion all that was needed to start a desirable settlement was to construct a suitable concrete bridge over the railway at "Alta" and an auto road along the upper edge of El Cajon Bluff to the road at the San Diego River; then to construct a few blocks of regular city residence streets for homes overlooking the Valley. Mains would supply water from the Cuyamaca flume, and a simple sewage purifying system, such as those used at the time, would be adequate. The only further improvement he suggested as necessary was to maintain a limited number of well kept vacant lots in advance of the demand.

Once these improvements were made, Mr. Fletcher volunteered the opinion that several San Diego merchants would

Copied from

E. d. Fletcher's Prospectus on El Cajon
Bluff Lands - DATED Dec. 28, 1905.

✧ I believe the Parke Ranch should be
divided up into lots, say 50' or 100' by
120; and I am sure that a number of
people in San Diego will immediately
buy. Some of the best men of the town
signified their willingness to locate
their as a country resort."

doubtless take advantage of the opportunity to build good residences for the really grand view obtainable, and that a little effort would keep the settlement alive and growing until the year arrived for doing real business.

Ferdinand and I did not see any such hopeful prospect and after sizing up San Diego for several months, we were convinced that the time to get residents for the Parke Ranch lots in such a way was not yet ripe. But we did believe that within ten years a demand for the lots could be readily created. I see now that thirty to thirty-five years would have been a better guess.

(Approximately 700 Acres) Sold to Murray

Project
✓
In 1910, Mr. Fletcher, acting for Mr. Murray, arranged with the F. & W. Thum Co. to sell the Parke Ranch to him, as well as all the other property covered by the Thum-Fletcher Land Contract, excepting only the Hawley-Miller Ranches on El Cajon Bluffs.

EFFORT TO SELL LOTS

Later on, during or about 1913, I believe, Mr. Fletcher donated a high school site overlooking El Cajon Valley, to the High School District. This school was constructed in due time and has functioned ever since. And Fletcher (presumably for Mr. Murray) built a neat cottage not far from the school and got a man to live in it whose duty was to keep the tract in order and to act as local office man, also to receive any persons who might come for information regarding the plot or tract.

A lemon grove of ten acres or more was planted and taken care of as a demonstrating advertisement, because the general location there is known to be desirable for lemon growing. The reinforced concrete bridge already mentioned as a fitting entrance to the tract, was enlarged and beautified. Electricity was brought in, and an existing water system now known as Cuyamaca Water Co., assured an ample supply of good water.

Failure to Sell Lots

Regardless of all this preparation and of good attendance at the school, not a lot of the Parke Ranch has been sold. The cottage mentioned is still the only residence there and, after years of care, the lemon grove was finally allowed to dry up and the trees have been cut down.

The land sold to Murray amounted to about seven hundred acres, and we considered it the most salable part of the Thum-Fletcher El Cajon Contract lands. Still the lots did not sell. The time was too premature and the road to San Diego, although good, was not sufficiently impressive.

Decided to Sell Without Sub-dividing

As early as 1909 the F. & W. Thum Co. had decided for several reasons not to go into the "residential" real estate business any further than to put the Thum-Fletcher El Cajon lands in condition for sub-division. We found our training was not well suited to this business. Accordingly, as stated before, when Mr. Fletcher -- acting for Mr. Murray who had purchased the Cuyamaca Water System -- made an offer for the best part of the Thum-Fletcher land, we accepted his offer. This left us only the dry lands, a part of which was later put into La Mesa Lemon Grove and Spring Valley Water District, and then (in 1928) purchased by Ed Fletcher himself.

Looked for Purchaser or Associate

Soon after the War, Mr. Fletcher kept on the lookout for an investor to buy the remainder of the land in the Thum-Fletcher Land Contract Account or, at least, the F. & W. Thum Co.'s interest in the account.

land

Fixing the Price

In 1924, the F. & W. Thum Co. and Mr. Fletcher fixed a price for a prospective buyer who, however, finally decided not to buy.

In 1928, Mr. Fletcher offered to buy the Thum-Fletcher property himself, at the price fixed in 1924, plus the amount of cash the Company had advanced to the Thum-Fletcher account for constructing the water works, and the Ballantyne Land at cost plus expenditures for taxes, improvements, cost of test well,

fence, etc., and minus income from crops, grazing, rent, etc.

The Depression and Criticism

✓ After the great economic collapse, I heard that Mr. Fletcher was publicly blaming the F. & W. Thum Co. for not having subdivided the watered part of the Hawley-Miller land and for not having developed a residential district just as was done at La Mesa previously. At no time that I can recall was anything said concerning this other than that the property ought to be developed as a residential district with more costly public improvements for middle class residences, for business, professional and retired people. I believe that to have subdivided when La Mesa was subdivided and in the same way would have resulted in a failure equal to that at the Parke Ranch about 1912.

Mr. Fletcher Buys

Not until 1924 did the F. & W. Thum Co. in common with Mr. Fletcher and the general public, consider the time for subdividing at hand. And Mr. Fletcher was then looking for an associate to take over the F. & W. Thum Co. interest in the property. Failing in this, he personally bought all the unsold property in the Thum-Fletcher El Cajon Land Account on April 22, 1926. He doubtless expected to profit through a net gain of several hundred thousand dollars (he made a down payment of \$5,000.00 in cash) and gave the F. & W. Thum Co. two promissory notes aggregating \$146,284.44. This, as already shown, ~~has~~ *been* reduced to \$130,573.44.

F. & W. Thum Co. Should Be Treated More Justly.

✓ I do not see why we, the F. & W. Thum Co., should bear the loss. Had Fletcher succeeded in clearing an especially large sum, the F. & W. Thum Co. should not have been entitled to any part of this excess. Since there was a large loss, I cannot see why we should not have been treated as well as any other of his creditors in the case, instead of leaving it for F. & W. Thum Co. to make good part of their respective shares of the total loss.

✓ Since Sept. 10, 1929 to date (January 2, 1934) no payment on principal or interest has been made, and the F. & W. Thum Co. is still \$38,269.32 short of having realized the amount

it advanced for the purchase of various properties in 1908 and for the net cost of carrying the property between 1908 and 1936. (See P. 6. for details.)

LOST HOPES

Warehouse Lots, Bay Frontage

I periodically repeated the encouraging statement that the F. & W. Thum Co. expected to make a profit on the Thum-Fletcher El Cajon Land Account; that it would thus offset the losses due to what I considered outrageous prices which Mr. Fletcher had allowed Ferdinand to pay for the vacant lots on which the Lyon Van and Storage Warehouse stands -- 100' x 200'. This is the south 100' of the block surrounded by Fourth and Fifth and J and K Streets in San Diego. The purchase was made in 1913 and the cost was \$65,000.00. One of the talking points used at the sale of this property was the proximity of the main shipping pier to San Diego Bay.

A few days after the sale it was announced to us that the old wharf was to be abandoned and that all steamers would soon land at the new city pier located at the foot of Broadway.

As soon as the new pier was ready, the old landing pier at the foot of Fifth Street was actually abandoned. The four lots constituting the 100' by 200' area of warehouse land would not have been worth more than \$30,000.00 had the steamship company remained at the old site. But without the wharf at the foot of Fifth Street, the warehouse lots were not worth more than \$20,000.00 at that time. In a sense these warehouse lots have not earned us a dollar. The rent received from the warehouse and lots was in no year more than five per cent on the cost of buildings alone, leaving no income whatever from the lots. Had we paid only a fair price, the loss would have been less accordingly, *and the business better.*

During my first visit to San Diego after the close of this deal, Mr. Fletcher told me he had no knowledge of the decision to move the landing pier to the foot of Broadway.

Another case of outrageous overpayment was for eighty feet of bay beach land at Roseville and an undivided half interest in a mutual right-of-way with the neighbor in the adjoining forty feet. The price paid the property owner, a Mr. Roberts, was \$18,000.00. Mr. Fletcher acted as real estate agent for the F. & W. Thum Co. in this deal and was

✓ requested by Ferdinand to see at what price he could get it or some other similar frontage. This was twenty years ago. Shortly after purchasing this land Ferdinand was informed that there was (as there still is) an unsettled dispute as to whether the City (or State) or the owner of the fronting property is actual owner of the water frontage. We intended to build on the property; but abandoned the idea upon learning of this possible cloud on the title.

The lot has not been salable at any price for the simple reason that we will not sell it without enlightening the prospective purchaser on this point, *of water frontage.*

When I heard of this condition, I inquired from Mr. Fletcher whether he had heard of the City's (or State's) claim regarding the water front and he replied that he had not. The F. & W. Thum Co. is still waiting for this question to come up for settlement, in the course of events. The taxes on these water front lots plus six per cent annual carrying charge added to the original purchase price amounts to \$64,063.72.

As the years passed it became apparent that Mr. Fletcher was particularly well qualified to improve El Cajon Heights. This persuaded us to comply with his suggestions from time to time regarding the property. The area of the property, 2000 acres, would have provided him with ten years of useful activity and good business, with the possibility of effecting noteworthy results, all of which would have given us considerable satisfaction. However, we were not prepared to take back the property with a lot of new-born difficulties years later.

Again the F. & W. Thum Co. repeats that in view of our doing every reasonable thing to support Mr. Fletcher's efforts and gave him such liberal terms, he should see us taken care of fully as well as any other creditor.

QUOTATIONS - from letters

To Mr. Ed Fletcher

October 24, 1930

In conformity with our letter to you under date of October 21, 1930, wherein we stated that we would forward you as soon as a conference could be had with our attorney, our plan for the disposition of the El Cajon mortgage. The following plan or plans adopted for the purpose of assisting you in your present financial stringency are submitted herewith below:

We will give you two options to and including February 15, 1931, and terminating same without notice as follows:

Option No. 1 - We will release the mortgage upon the payment to us of \$60,000.00 net cash without expenses or deductions:

Under either of the above options we will not bring suit for foreclosure of the mortgage prior to the 16th day of February, 1931, for existing defaults in interest or default in the payment of taxes becoming delinquent in December, 1930.

The above plans will obviate the necessity of executing note or notes for the payment of interest that is now past due on the mortgage, and at the same time will give your approximately four months in which to formulate some plan for the disposition of your interest in the El Cajon lands. It is hoped that you will be able to dispose of the land under the mortgage at a much higher figure than is above set out, by which you can reimburse yourself for expenditures for improvements, etc.

Kindly advise your acceptance of the above and also which of the above options you will be most likely to operate under.

An amendment regarding reservation of oil rights or royalties will follow Monday or Tuesday.

F. F. W. T. Co

To Mr. Ed Fletcher

November 7, 1930

In reply to the fourth paragraph, on page 2 of your letter of October 28, I want to express my opinion that at no time before, say 1925, was the situation ripe for the development of Fletcher Hills of such a standard as you had in mind,

that is, a standard better say than that of La Mesa.

Furthermore, the F. & W. Thum Company entered into the Thum-Fletcher agreement on the express condition that the F. & W. Thum Company could use its own judgment about the time for making developments, and I think there was no logical time to undertake making such improvements until a short time before you acquired the property.

The agreement also provided that the Company might at any time sell any or all of the property subject to your option to sell it at a better price during a period of given length.

I object to your opinion expressed in the paragraph above mentioned and here quoted:

"The facts are, you decided not to go ahead with the development of Fletcher Hills. If we had started even ten years ago to develop, it would have been a property splendidly developed and we would have both been out of the woods today."

W.T.

To F. & W. Thum Company

January 14, 1931.

I have been moving heaven and earth trying to sell Fletcher Hills, but so far have failed. Things have gone from bad to worse here in the sale of real estate. I would like an expression from you.

First: Can arrangements be made to deed the Thum property back to you, Mrs. Fletcher's and my obligation cancelled and leave it to you to help me, if and when you sell the property, or I sell the property for you, in recouping some of my losses. As you know, I have many thousand dollars invested in the project, and would be sacrificing even my one-fourth interest, which was paid for and which I voluntarily put under the mortgage.

Will you consider taking a deed to the property and returning my notes to me, leaving me free to dispose of the property later on when conditions are more favorable, and I will leave it to your generosity to help me out if and when I am able to get you out with your \$60,000 and interest that you ask for.

You have been very generous and kind and I shall

always deeply appreciate what you have done in the matter, no matter what comes. Will you please take this matter up with your father. I have only one last resort and that is to go to a personal friend and ask him for a loan. I hate terribly to do it. I might possibly get \$10,000 or \$20,000 in this way if it would help you any, but I am going to keep on doing the best I can in any event.

P.S. If you will cancel the mortgage on the property under the mortgage and will deed me back my one-fourth interest in same, I am willing to stand my loss and call everything off, if it is satisfactory to you. We could then make the best deal we can with the Municipal Bond Company when they make a settlement with the rest and I will pay up my share of the taxes on the property outside of A & I D No. 19.

F. W. Thum

To Mr. Ed Fletcher

January 30, 1931

It is our understanding, from the conference had at Mr. Bennett's office yesterday morning that you will be unable to exercise either one of the options offered you the fore part of November 1930 relative to cancellation and satisfaction of Thum-Fletcher mortgage. The reason for the F. & W. Thum Company's refusal to accept trust deed in the sum of \$80,000.00 in payment of the amount provided for in the option was fully explained during the conference.

The F. & W. Thum Company will forego any action of foreclosure until March 15, 1932, provided that you pay the county taxes and improvement district assessments on the 1224 acres, which are not within the A. & I.D. #19. This action on the part of the Company will afford you fourteen months time in which to dispose of the land under the mortgage.

Also if it is your desire to have additional time until March 1, 1933, the F. & W. Thum Company, before March 1, 1931, will take an assignment of the Mackay note secured by trust deed to Lots 12 and 13 of Avocado Acres #3, dated August 8, 1930, securing note in the principal sum of \$27,500.00 with interest 7% quarterly, as additional security for your purchase money mortgage note. This Mackay trust deed provides for the payment upon principal of \$2500.00 annually and the total sum of principal due on or before August 8, 1935, and any payments received thereunder will be credited on your purchase money mortgage note.

2/ If you give us this additional security and before March 1, 1933, pay us \$50,000.00 cash we will release the mortgaged property within A. & I.D. #19 and reduce the balance of the mortgage debt to \$30,000.00 as of March 1, 1933.

To F. & W. Thum Co.

February 4, 1931

I thank you for your letter of the thirtieth more than I can say. It gives me an opportunity to breathe. You will hear from me in a few days.

With kind personal regards to you and yours -

Ed. F.

To F. & W. Thum Co.

February 11, 1931

Answering yours of January thirtieth, I confirm my verbal conversation with Mr. John Thum by 'phone wherein I told him in any event I would pay the delinquent state, county and improvement district taxes on all the property in the Thum mortgage, excepting A & I.D. #19.

What I desire, if agreeable, is that if I pay the \$70,000 on or before March 15, 1932 or a very substantial payment that you will feel safe and be willing to take a mortgage for part of it with the security satisfactory to you, that a settlement on a basis of \$70,000 will be satisfactory.

Also, if I require additional time until March 1st, 1933, you will accept the Mackay note secured by trust deeds to Lots 12 and 13 of Avocado Acres No. 3 as mentioned in your letter as additional security in which case the payment to you is to be \$80,000, the understanding being that you will accept \$50,000 cash on or before that time, release the mortgage property within A & I. D. No. 19 and reduce the balance of the mortgage to \$30,000 as of March 1st, 1933.

Your approval of this matter will be gratefully received.

I am doing everything a human being can do to do something.

Am still working on one or two parties hoping to settle with you on a cash basis of \$80,000. If only given time I am sure I can work this problem out.

F. E. D. Fl

70 F. & W. Thum Co.

February 21, 1931

I am moving Heaven and earth on two prospects to try and sell Fletcher Hills. Mr. Stewart has offered to settle 70¢ on the dollar, cash, for the Mattoon Act bonds. I have offered to sell them all lands in A. & I. D. No. 19 under your mortgage for \$50.00 an acre. They are working also. Somehow, some way, between us we are going to put over a deal but these uncertain times it is impossible to tell when. Ready money is harder to get right today than any time in the last six months.

I have, directly and indirectly, sixty-two families that are looking to me for a check every week for bread and butter and have less than \$3,000.00 in the bank today to run my whole establishment. I will be harvesting my potato crop in April and this will release some of my money.

I am hoping to dispose of the McKay Trust Deed before March 1, 1931. If I do, I shall pay this to you on account. If I don't, I will send the McKay Trust Deed up to you as additional security, as per your offer of January 30, 1931. You say in your letter of January 30, 1931, "If you give us this additional security (McKay Trust Deed) and before March 1, 1933, pay us \$50,000.00 cash, we will release the mortgaged property from A. & I. D. No. 19 and reduce the balance of the mortgage debt to \$30,000.00 as of March 1, 1933." I assume that any money that I pay you between now and March 1, 1933, or which you receive from the McKay Trust Deed, will apply on the \$50,000.00 payment that is due on or before March 1, 1933.

By the payment of this \$50,000.00 on or before March 1, 1933, it is my understanding that the whole mortgage will be completely cancelled and that you will accept a new mortgage for \$30,000.00 as of date of March 1, 1933, on the balance of the property under the mortgage excepting that within A. & I. D. No. 19, the terms and conditions to be made at that time with release clauses mutually satisfactory, with 6% interest covering a period of years and reasonable release clause. Is this your understanding?

Your letter of January 30, 1931, said, "Also, if it is your desire to have additional time until March 1, 1933, the F. & W. Thum Company, before March 1, 1931, will take an

assignment of the McKay note," etc. I took it from this that I had from you until March 1, 1931, the right to either sell the McKay note on or before that time or turn it over to you.

You wrote me in your letter of February 20th, stating that you wished to hear from me at once regarding my acceptance of your offer. Can you not wait until the first of March and see whether I sell the McKay Trust Deed or not? If I don't, I shall send it up to you in any event, as additional security under the conditions just mentioned.

Assuring you of my appreciation of your cooperation,

E. d. F.

To Mr. William Thum

April 20, 1931.

I have paid all of the taxes as promised you, but I have no money to pay the \$1000 note which is due within the next few days. I am still \$10,000 behind in paying my state and county taxes on other property, but hope to dig up most of this as the collector has given me a few days grace.

I am enclosing check for interest amounting to \$1000.00. Can you see your way clear to extend this note for a year, and greatly oblige

E. d. F.

To F. & W. Thum Co.

April 12, 1933

There is just a faint possibility of our selling some property belonging to the Grossmont Park Company. If I could do it would you take \$15,000.00 cash and keep the property now deeded to you in Avocado Acres #3 and cancel all obligations excepting the money I borrowed from Mr. Wm. Thum.

I do not want to give you any encouragement but I am making a terrible sacrifice to clean up, selling property ordinarily worth \$100,000 for \$15,000.

My party lives in Ontario and will be down again next Monday to look things over. Please let me know if you are interested.

E. d. F.

my money invested last P page 3
Total Cost
1932 things looked brighter

THIS AGREEMENT made this *12th* day of February 1906, between the F. & W. Thum Company, a corporation, party of the first part, and Ed Fletcher of San Diego, California, party of the second part, WITNESSETH:

WHEREAS said Fletcher has heretofore held an option on the Parke Ranch, so-called and hereinafter more particularly described, and on certain personal property connected therewith, and WHEREAS at his solicitation the said F. & W. Thum Co. has purchased said ranch and personal property for the sum of Fourteen Thousand Five Hundred (\$14,500) Dollars;

And WHEREAS said Fletcher has agreed and does hereby agree to use his best endeavors and procure for said F. & W. Thum Co. options on certain other property, hereinafter particularly described, at the lowest possible prices for said property, and WHEREAS if said prices are acceptable to said F. & W. Thum Co., said Company agrees to purchase such property or such portions thereof as may meet with its approval;

NOW, THEREFORE, in consideration of the premises and of the services to be rendered by the said Fletcher and of the agreements to be kept and performed by said Fletcher as hereinafter expressed, the said F. & W. Thum Co. agrees as follows:

1. That it will from time to time make such improvements on or to the property hereinafter described as the Parke Ranch and on or to so much of the other property hereinafter described as it shall hereafter purchase, as in the opinion of said Company shall be suitable and proper and convenient for said Company to make, and that it will, at such time or times as it shall consider best, dispose of such property or such parts thereof at such prices as in its judgment is advisable, it being expressly understood and agreed between the parties hereto that said Company is to have the sole, exclusive and unlimited control of said property, the sale thereof, the making of improve-

ments thereon, the laying out of streets, alleys, parks, school sites and sites and grounds for other municipal or public buildings and to have the right to dedicate such streets, alleys, parks, school sites and sites and grounds for other municipal or public buildings, whether improved or unimproved, to the public use, free of any charge therefor, and that said F. & W. Thum Co. shall have the right to improve and maintain such streets, alleys, parks, school sites and sites and grounds for other municipal or public buildings and also any streets, parks and public grounds which may now be dedicated to the public use or adjacent to on the properties hereinafter described, in such manner and for such time and times as it may deem expedient and that the moneys paid out for such maintenance and improvement shall be and constitute a part of the disbursements and expenditures hereinafter referred to.

2. That it will keep proper and accurate books of account of all receipts, expenditures and disbursements in connection with the purchase, sale, improvement and maintenance of the properties hereinafter described, which books of account shall at any and all reasonable times be open to the inspection of said Fletcher.

3. On the sale of the properties hereinafter described, or so much thereof as the said F. & W. Thum Co. shall purchase, that it will pay to said Ed Fletcher one fourth (1/4) of the net cash profits at the times and in the manner hereinafter provided.

It is expressly understood and agreed between the parties hereto:

1. That the said F. & W. Thum Co. is to have ten (10) years from the date hereof in which to sell and dispose of said property and that it is not expected that said property, or any part thereof, will be sold or disposed of in the immediate fu-

ture nor until such time or times as said Company shall deem it expedient.

2. By "net cash profits" it is meant that before any profits of any kind or nature are declared the total amount of money invested by said F. & W. Thum Co., including the amount paid out for said properties, the cost of all improvements on or to said properties and all expenditures in connection with the purchase and improvement of said properties and the maintaining of such improvements, and all taxes and insurance, together with interest at six (6) per cent per annum with annual rests on all moneys so expended, is to be paid back to said F. & W. Thum Co. from time to time as the said property or any part thereof is disposed of.

3. That before any net cash profits are divided, said F. & W. Thum Co. shall have the right to deduct therefrom and retain such sum or sums as in its judgment may be necessary to be used for the further improvement or maintenance of said properties and to use and continue to use the same for such purposes, and such moneys so set aside by it shall not be considered as profits to be distributed.

4. Said F. & W. Thum Co. shall, at such time or times as it may deem advisable, have the right to advance such sum or sums as it may deem necessary for the maintenance or improvement of said properties and to deduct such moneys so advanced, with interest as above provided, from the sales of land thereafter made.

5. At the end of each six (6) months from and after the said F. & W. Thum Co. shall have received all moneys invested by it as aforesaid with interest, it shall divide and pay over to said Ed Fletcher one fourth ($1/4$) of the net cash profits, as above defined, from the sale or income of said property.

6. If, for any reason, there shall be no net cash profits

at the end of any six months but it appears that said F. & W. Thum Co. have advanced moneys in excess of the amounts received from said properties for said six months, then such moneys so advanced by it, with interest thereon at six (6) per cent, shall be deducted from the profits of the next succeeding period or periods in which there are profits which may be used to replace such advancements.

7. In estimating the net cash profits and making the division the appreciation of the value of the property is not to be taken as profits until there is an actual division of the entire property.

It is further mutually understood and agreed that said F. & W. Thum Co. is to have the right to convey to Messrs. F. & W. Thum ten (10) acres of ground for their use and benefit and also to convey, from time to time, for the use of any electric light or power company or for the use of any water company or for the use of any railroad or street railway company or for any other quasi public use, such land or lands as it may deem necessary and proper and is to be charged therefor at the original cost price of such piece or parcel, and no more, as it may from time to time convey.

It is further mutually agreed between the parties hereto that the said F. & W. Thum Co. is to have the privilege of building and operating at its own expense water, gas, and electric light and power plants or any other quasi public utilities, in which said water, gas, and electric light and power plants or any other quasi public utilities, said Fletcher is to have no interest whatsoever except at the pleasure of said Company.

IN CONSIDERATION OF the premises, said Fletcher agrees:

1. That he will, so far as it is consistent with his other legitimate business interests, whenever said Company so

requests it, render such reasonable personal aid and assistance in the caring for, development and disposal of said property as said company may from time to time direct and require without other compensation than that hereinabove provided.

2. That he will not incur any expense on behalf of said Company without the written approval and direction of said Company first obtained.

3. That he will not assign or sell his interest in this contract without the written consent of said F. & W. Thum Co.

4. That he (being one of the two joint owners of the Villa Caro Ranch so-called) will execute and procure to be executed by the other joint owner of said ranch a license and agreement to said F. & W. Thum Co. whereby said Company shall be permitted and authorized to enter upon said Villa Caro Ranch and take and remove therefrom disintegrated granite so long as this contract or any renewal or extension thereof remains in force, from time to time as it may desire; said granite to be used by said Company in the improvement of the property hereinafter described and in ^{the improvement of} streets, alleys and other public or quasi public grounds.

5. That he will not use nor suffer to be used the said Villa Caro property in such a manner as will in any way injuriously affect the market value or desirability of the property hereinafter described purchased or which may be purchased by said F. & W. Thum Co.

It is further mutually understood and agreed:

1. That said F. & W. Thum Co. is to retain the absolute control of the property hereinafter described, purchased or which may be purchased by it under this agreement as to the improvement, maintenance and sale thereof and that it shall have the right, if it shall at any time become uneasy for any cause as to the outcome of the enterprise or to save itself from any real or imaginary loss, to at once or at any time thereafter

sell out the whole or any part of the property at cost or less, it being understood that said Fletcher in such case is to bear no part of the loss sustained, and provided that before said sale is made notice in writing of sixty (60) days shall be given to said Fletcher, by depositing the same in the postoffice with the postage prepaid and directed to said Fletcher at San Diego, of the intention to make said sale and if said company then has a price offered for said premises it shall state the price in the notice, to the end that said Fletcher may have an opportunity to purchase or procure purchasers of said property at the price named or such higher price as may in the meantime be offered by others for the property, but the said Company shall not be obliged to sell unless the price offered is satisfactory to it.

2. In case there is any property or cash on hand at the expiration of this contract, unless said contract is extended by mutual agreement and providing said F. & W. Thum Co. has been paid in full for all moneys advanced under the terms of this contract with interest, then said property on the demand of either party to this contract is to be divided and one fourth (1/4) thereof paid over and conveyed to said Fletcher.

3. If, at the expiration of this contract or any extension thereof, there is still money due to said F. & W. Thum Co. under the terms hereof, said Fletcher is to have the right to pay his proportionate share thereof and have a division as aforesaid of the realty remaining.

4. That said F. & W. Thum Co. is to advance all money for the purchase, improvement and maintenance of the properties hereinafter described purchased or which may be purchased by it, and that all such properties are to be deeded to it.

5. No charges are to be made by F. & W. Thum, or either or them, for services rendered by them but their expenses are

to be considered as a part of the expenditure in the purchase, improvement and maintenance of said properties.

The property hereinbefore referred to as the Parke Ranch is described as follows: Lots One and Two and that portion of Lots Thirty, Thirty-one, and Thirty-two in Block Twenty-two lying west of a line commencing Seventy-five feet East of the Northwest corner of Lot Thirty and running to a point Two Hundred and Seventy-three and five-tenths feet East of the Southwest corner of Lot Thirty-two; Lots One, Two, Three, Four, Six, Seven, ~~Eight~~ and that portion of Lot Five in Block Twenty-three lying West of a line drawn from Two Hundred and Eighty-five feet East of the Northwest corner of Lot Five and running thence to a point Three Hundred and Four and eight-tenths feet East from the Southwest corner thereof; Lots Three, Four, Five, Six, Seven, Eight, and Nine in Block Twenty-four; Lots Nine, Ten, Eleven, Twelve, Thirteen, Fourteen, Fifteen, Sixteen, and Seventeen in Block Twenty-five; Lots One, Two, Three, Eleven, Twelve, Thirteen, Fourteen, Fifteen, Sixteen and Seventeen in Block Twenty-six; Lots One, Two, Three, Four, Five, Six, Nine, Ten, Eleven, Twelve and Thirteen in Block Twenty-seven; Lots One, Two, Three, Four, Five, Six in Block Twenty-eight; all of Blocks Twenty-nine and Thirty-one; Lots One, Two, and Three in Block Thirty-two; All of the above described property being situated in El Cajon Heights, Rancho El Cajon, in the County of San Diego, State of California, according to Licensed Surveyor's Map thereof No. 50 filed in the office of the Recorder of said County of San Diego February 20, 1894.

The description of the other lands hereinbefore referred to is as follows: Lots Twenty-three, Twenty-four, Twenty-five in

Block Two; Lot One in Block Ten; All of Block Eleven; Lots One, Two, Three, Four, Five, Six, Nineteen, Twenty, Twenty-one, Twenty-two and Twenty-three in Block Twelve; Lots Fifteen, Sixteen, Seventeen, Eighteen and Nineteen in Block Nineteen; Lots Three, Four, Five, Six, Eight, Nine and Ten in Block Twenty-two; Lots Eight, Nine, Ten, Eleven, Twelve and Thirteen in Block Twenty-three; Lots Five, Six, Seven, Eight and Nine in Block Thirty; Lots Four and Five in Block Thirty-two; All of Block Thirty-three A; and also that part of tract M. north of the Shearer Tract, containing thirty-seven and nine hundredths (37.09) acres; all situated in El Cajon Heights, Rancho El Cajon, in the County of San Diego, State of California, according to Licensed Surveyor's Map No. 50, in the office of the Recorder of said County, filed February 20, 1894; and known as the J. B. Woodruff lands. Lots Fifteen, Sixteen, Seventeen, Eighteen, Nineteen and Twenty, in Block Two, of El Cajon Heights, according to the Subdivision Map of El Cajon Heights, made by Davenport and Levet, surveyors in January 1889, on file in the office of the County Recorder of San Diego County, California and being a subdivision of Tracts E., F., and Eight, of Rancho El Cajon; and known as the Anna A. Johnson Estate land; also one miner's inch of water now located on said lots.

That certain piece and parcel of land being a part of tract No. 7 as laid down on the partition map of that portion of Rancho El Cajon belonging to the heirs of James Hill, deceased, made by M. G. Wheeler in 1874 and described as follows to-wit: Commencing at the N. W. corner of tract "L" of the above referred to partition map of Rancho El Cajon which is designated by a post in a stone mound and running thence w 2640 ft. more or less, to a point on the line between Secs. 3 and 4, Township 16, S. R. 1 W; thence at a r. a. N. 991 feet to a point on said line between Secs. 3 and 4 township 16 S. R. 1 W. S. B. M., thence running W. and parallel to the W. boundary of said tract No. 7, 755_^ to a point 12.06 chs S. 12 deg. E from post No. 9 of the above referred to tract No. 7; thence S. 12 deg. E. along the W. boundary of said tract No. 7 86.72 chs to S. W. corner thereof; thence E. 59.31 chs; thence N. 41 deg. 35 min. E. 39.50 chs; thence E. 13.78 chs; thence at r. a. n. 1320 ft. more or less; thence at a r. a. E. 2640 ft; thence at a r. A. N. 1353 ft. more or less to place of beginning and containing 916.51 acres, more or less; excepting therefrom all that portion of said land deeded by the Savings Bank of San Diego County to San Diego County by deed of date May 2nd, 1900, and which said deed is recorded in Book 288 of Deeds at page 191 of the records of said county; also excepting therefrom all that portion of said land deeded by A. W. Hawley by his attorney in fact, Olive P. Hawley to San Diego Cuyamaca and Eastern Railway by deed of date Oct. 15th, 1894, and which said deed is recorded in Book 232 of Deeds at page 318 of the records of said county; and known as the Miller property.

Also the following parcels of land situate in El Cajon Heights, Rancho El Cajon, in the County of San Diego, California as per map known as Licensed Surveyor's Map No. 50, viz: Lots 1, 2, 3, 4, 5 and 6 and Lots A., B., C., D., E., and F. in Block 9 and known as the Shearer Tract.

Lots 1, 2, 3 and 4 and 10, 11 and 12 in Block 30 and Lots 9, 10 and 11 in Block 3, known as the Babcock Tract.

Lots 4, 5, 6, 7, 8, 9 and 10 in Block 26; also, all of Block 33 and Lots 1, 2, 3, 4, 5, 6, 7, 8, 18, 19 and 20 in Block 25, known as the Bliss Tract.

Lots 21 and 22 in Block 2, known as the Steele-Day Tract.

Lots 8, 9, 10, 11, 26 and 27 in Block 2, known as the Hale Tract.

Lots 12, 13, and 14 in Block 2 and Lots 15 and 16 in Block 3, known as the Crosby Tract.

Lot 17 in Block 3, known as the Folsom Tract.

Lots 12, 13, and 14 in Block 3, known as the S. Johnson Tract.

Lots 10, 11 and 12 in Block 24, known as the Duley Tract.

Lots 13, 14 and 15 in Block 24, known as the Marshall Tract.

That certain piece and parcel of land being a part of tract No. 7 as laid down on the partition map of that portion of Rancho El Cajon belonging to the heirs of James Hill, deceased, made by M. G. Wheeler in 1874 and described as follows, to-wit: Commencing at the Qr. Sec. Corner of Sec. 33 and 34 township 15 S. R. 1 W., and thence W. along the N. boundary of said tract No. 7 80 chs. to a corner; thence S. 45 deg. W. 56.56 chs; thence S. 23.38 chs. to post No. 9 of said tract No. 7; thence S. 12 deg. E. 16.06 chs to a point; thence parallel to the North boundary of said tract No. 7 E. ⁷⁷⁵⁵~~7755~~ feet to point on the line between Sec. 3 and 4 Township 16 S. R. 1 W. S. B. M. ; thence at r. a. E. 1202.5 ft; thence at r. a. N. 3237 ft; thence at r. a. W. 1203.5 ft; thence at r. a. N. 2754 ft, more or less, to place of beginning, containing 915.06 acres more or less,

Also that piece or parcel of land described as follows; to-wit: Commencing from the corner described as being 10 ft W. of the centre line of the San Diego Cuyamaca and Eastern Railway Company's right of way in the deed of the Savings Bank of San Diego County to Annie M. Hawley of date October 27th, 1900, and which said deed is recorded in Book 304 of Deeds at page 117; thence east along the S. line of said tract 726 1/2 ft to a corner; thence at r. a. S. 33 ft; thence at r. a. W. 726 1/2 ft; thence at r. a. N. 33 ft to place of beginning and containing .55 of an acre, more or less.

Excepting therefrom all that portion of said land deeded by the Savings Bank of San Diego County to San Diego County by deed of date May 2nd, 1900, and which said deed is recorded in Book 288 of Deeds at page 191 of the records of said county.

The above property is known as the Hawley property.

It is understood and agreed between the parties hereto that if said F. & W. Thum Co. shall purchase the above described tract known as the Hawley Tract, that all of the lowland of said Hawley Tract lying below the bluff shall belong absolutely to said Company and shall not be included in this contract, and that said Fletcher shall not be entitled to any profits arising therefrom or to any accounting therefor.

F & W Thum Co

William Thum. pres. F. Thum Secretary

E. Fletcher

I agree that so long as I live the F. & W. Thum Co. will keep that part of the foregoing contract by it to be kept and performed, but this shall not be construed as in any manner binding my heirs, executors and administrators, and shall ~~be~~ only be in force and effect during my natural life.

*William Thum
Ferdinand Thum*

THIS AGREEMENT made this 12th day of February 1906, between the F.&W.Thum Company, a corporation, party of the first part, and Ed Fletcher of San Diego, California, party of the second part, WITNESSETH:

WHEREAS said Fletcher has heretofore held an option on the Parks Ranch, so-called and hereinafter more particularly described, and on certain personal property connected therewith, and WHEREAS at his solicitation the said F.&W.Thum Co. has purchased said ranch and personal property for the sum of Fourteen Thousand Five Hundred (\$14,500) Dollars;

AND WHEREAS said Fletcher has agreed and does hereby agree to use his best endeavors and procure for said F.&W.Thum Co. options on certain other property, hereinafter particularly described, at the lowest possible prices for said property, and WHEREAS if said prices are acceptable to said F.&W.THUM CO., said Company agrees to purchase such property or such portions thereof as may meet with its approval;

NOW, THEREFORE, in consideration of the premises and of the services to be rendered by the said Fletcher and of the agreements to be kept and performed by said Fletcher as hereinafter expressed, the said F.&W.Thum Co. agrees as follows:

1. That it will from time to time make such improvements on or to the property hereinafter described as the Parke Ranch and on or to so much of the other property hereinafter described as it shall hereafter purchase, as in the opinion of said Company shall be suitable and proper and convenient for said Company to make, and that it will, at such time or times as it shall consider best, dispose of such property or such parts thereof at such prices as in its judgment is advisable, it being expressly understood and agreed between the parties hereto that said Company is to have the sole, exclusive and unlimited control of said property, the sale thereof, the making of improvements thereon, the laying out of streets, alleys, parks, school sites and sites and grounds for other municipal or public buildings and to have the right to dedicate such streets, alleys, parks, school sites and sites and grounds for other municipal or public buildings, whether improved or unimproved, to the public use, free of any charge therefor, and that said

F. & W. Thum Co. shall have the right to improve and maintain such streets, alleys, parks, school sites and sites and grounds for other municipal or public buildings and also any streets, parks and public grounds which may now be dedicated to the public use on or adjacent to properties hereinafter described, in such manner and for such time and times as it may deem expedient and that the moneys paid out for such maintenance and improvements shall be and constitute a part of the disbursements and expenditures hereinafter referred to.

2. That it will keep proper and accurate books of account of all receipts, expenditures and disbursements in connection with the purchase, sale, improvement and maintenance of the properties hereinafter described, which books of account shall at any and all reasonable times be open to the inspection of said Fletcher.

3. On the sale of the properties hereinafter described, or so much thereof as the said F & W Thum Co. shall purchase, that it will pay to said Ed Fletcher one-fourth (1/4) of the net cash profits at the times and in the manner hereinafter provided.

It is expressly understood and agreed between the parties hereto:

1. That the said F. & W. Thum Co. is to have ten (10) years from the date hereof in which to sell and dispose of said property and that it is not expected that said property, or any part thereof, will be sold or disposed of in the immediate future nor until such time or times as said Company shall deem it expedient.

2. By "net cash profits" it is meant that before any profits of any kind or nature are declared the total amount of money invested by said F. & W. Thum Co., including the amount paid out for said properties, the cost of all improvements on or to said properties and all expenditures in connection with the purchase and improvement of said properties and the maintaining of such improvements, and all taxes and insurance, together with interest at six (6) percent per annum with annual rests on all moneys so expended, is to be paid back to said F & W. Thum Co. from time to time as the said property or any part thereof is disposed of.

3. That before any net cash profits are divided, said F. & W. Thum Co. shall have the right to deduct therefrom and retain such sum or sums as in its judgment may be necessary to be used for the further improvement or maintenance of said properties and to use and continue to use the same for such purposes, and such moneys so set aside by it shall not be considered as profits to be distributed.

4. Said F. & W. Thum Co. shall at such time or times as it may deem advisable,

have the right to advance such sum or sums as it may deem necessary for the maintenance or improvements of said properties and to deduct such moneys so advanced, with interest as above provided, from the sales of land thereafter made.

5. At the end of each six (6) months from and after the said F. & W. Thum Co. shall have received all moneys invested by it as aforesaid with interest, it shall divide and pay over to said Ed Fletcher one-fourth of the net cash profits, as above defined, from the sale or income of said property.

6. If, for any reason, there shall be no net cash profits at the end of any six months but it appears that said F. & W. Thum Co. have advanced moneys in excess of the amounts received from said properties for said six months, then such moneys so advanced by it, with interest thereon at six percent, shall be deducted from the profits of the next succeeding period or periods in which there are profits which may be used to replace such advancements.

7. In estimating the net cash profits and making the division the appreciation of the value of the property is not to be taken as profits until there is an actual division of the entire property.

It is further mutually understood and agreed that said F. & W. Thum Co. is to have the right to convey to Messrs. F. & W. Thum ten (10) acres of ground for their use and benefit and also to convey, from time to time, for the use of any electric light or power company or for the use of any water company or for the use of any railroad or street railway company or for any other quasi public use, such land or lands as it may deem necessary and proper and is to be charged therefor at the original cost price of such piece or parcel, and no more, as it may from time to time convey.

It is further mutually agreed between the parties hereto that the said F. & W. Thum Co. is to have the privilege of building and operating at its own expense water, gas, and electric light and power plants or any other quasi public utilities, in which said water, gas and electric light and power plants or any other quasi public utilities, said Fletcher is to have no interest whatsoever except at the pleasure of said Company.

IN CONSIDERATION Of the premises, said Fletcher agrees:

1. That he will, so far as it is consistent with his other legitimate business interests, whenever said Company so requests it, render such reasonable personal aid and assistance in the caring for, development and disposal of said property as said

company may from time to time direct and require without other compensation than that hereinabove provided.

2. That he will not incur any expense on behalf of said Company without the written approval and direction of said company first obtained.

3. That he will not assign or sell his interest in this contract without the written consent of said F. & W. Thum Co.

4. That he (being one of the two joint owners of the Villa Caro Ranch-called) will execute and procure to be executed by the other joint owner of said ranch a license and agreement to said F. & W. Thum Co. whereby said Company shall be permitted and authorized to enter upon said Villa Caro Ranch and take and remove therefrom disintegrated granite so long as this contract or any renewal or extension thereof remains in force, from time to time as it may desire; said granite to be used by said company in the improvement of the property hereinafter described and in the improvement of streets, alleys and other public or quasi public grounds.

5. That he will not use nor suffer to be used the said Villa Caro property in such a manner as will in any way injuriously affect the market value or desirability of the property hereinafter described purchased or which may be purchased by said F. & W. Thum Co.

It is further mutually understood and agreed:

1. That said F. & W. Thum Co. is to retain the absolute control of the property hereinafter described, purchased or which may be purchased by it under this agreement as to the improvement, maintenance and sale thereof and that it shall have the right, if it shall at any time become uneasy for any cause as to the outcome of the enterprise or to save itself from any real or imaginary loss, to at once or at any time thereafter sell out the whole or any part of the property at cost or less, it being understood that said Fletcher in such case is to bear no part of the loss sustained, and provided that before said sale is made notice in writing of sixty (60) days shall be given to said Fletcher, by depositing the same in the postoffice with the postage prepaid and directed to said Fletcher at San Diego, of the intention to make said sale and if said company then has a price offered for said premises it shall state the price in the notice, to the end that said Fletcher may have an opportunity to purchase or procure purchasers of said property at the price named or such higher price as may in the meantime be offered by others for the property, but the said company shall not be obliged to sell unless the price offered is satisfactory to it.

2. In case there is any property or cash on hand at the expiration of this contract, unless said contract is extended by mutual agreement and providing said F. & W. Thum Co. has been paid in full for all moneys advanced under the terms of this contract with interest, then said property on the demand of either party to this contract is to be divided and one fourth thereof paid over and conveyed to said Fletcher.

3. If, at the expiration of this contract or any extension thereof, there is still money due to said F. & W. Thum Co. under the terms hereof, said Fletcher is to have the right to pay his proportionate share thereof and have a division as aforesaid of the realty remaining.

4. That said F. & W. Thum Co. is to advance all money for the purchase, improvement and maintenance of the properties hereinafter described purchased or which may be purchased by it, and that all such properties are to be deeded to it.

5. No charges are to be made by F. & W. Thum or either or them, for services rendered by them but their expenses are to be considered as a part of the expenditure in the purchase, improvement and maintenance of said properties.

The property hereinbefore referred to as the Parke Ranch is described as follows:

Page legal description

The description of the other lands hereinbefore referred to is as follows:

Page legal description (four)

It is understood and agreed between the parties hereto that if said F. & W. Thum Co. shall purchase the above described tract known as the Hawley Tract, that all of the lowland of said Hawley Tract lying below the bluff shall belong absolutely to said Company and shall not be included in this contract, and that said Fletcher shall not be entitled to any profits arising therefrom or to any accounting therefor.

William Thum, Pres.

F. & W. THUM CO.
F. Thum, Secretary

ED FLETCHER

I agree that so long as I live the F. & W. Thum Co. will keep that part of the foregoing contract by it to be kept and performed, but this shall not be construed as in any manner binding my heirs, executors and administrators, and shall only be in force and effect during my natural life.

WILLIAM THUM

FERDINAND THUM

Orig
29

THIS AGREEMENT made this 12th day of February 1906, between the F.&W.Thum Company, a corporation, party of the first part, and Ed Fletcher of San Diego, California, party of the second part, WITNESSETH:

WHEREAS said Fletcher has heretofore held an option on the Parks Ranch, so-called and hereinafter more particularly described, and on certain personal property connected therewith, and WHEREAS at his solicitation the said F.&W.Thum Co. has purchased said ranch and personal property for the sum of Fourteen Thousand Five Hundred (\$14,500) Dollars;

AND WHEREAS said Fletcher has agreed and does hereby agree to use his best endeavors and procure for said F.&W.Thum Co. options on certain other property, hereinafter particularly described, at the lowest possible prices for said property, and WHEREAS if said prices are acceptable to said F.&W.THUM CO., said Company agrees to purchase such property or such portions thereof as may meet with its approval;

NOW, THEREFORE, in consideration of the premises and of the services to be rendered by the said Fletcher and of the agreements to be kept and performed by said Fletcher as hereinafter expressed, the said F.&W.Thum Co. agrees as follows:

1. That it will from time to time make such improvements on or to the property hereinafter described as the Parke Ranch and on or to so much of the other property hereinafter described as it shall hereafter purchase, as in the opinion of said Company shall be suitable and proper and convenient for said Company to make, and that it will, at such time or times as it shall consider best, dispose of such property or such parts thereof at such prices as in its judgment is advisable, it being expressly understood and agreed between the parties hereto that said Company is to have the sole, exclusive and unlimited control of said property, the sale thereof, the making of improvements thereon, the laying out of streets, alleys, parks, school sites and sites and grounds for other municipal or public buildings and to have the right to dedicate such streets, alleys, parks, school sites and sites and grounds for other municipal or public buildings, whether improved or unimproved, to the public use, free of any charge therefor, and that said

Improvements to be made by Co. also see page 5. Also See

F. & W. Thum Co. shall have the right to improve and maintain such streets, alleys, parks, school sites and sites and grounds for other municipal or public buildings and also any streets, parks and public grounds which may now be dedicated to the public use on or adjacent to properties hereinafter described, in such manner and for such time and times as it may deem expedient and that the moneys paid out for such maintenance and improvements shall be and constitute a part of the disbursements and expenditures hereinafter referred to.

2. That it will keep proper and accurate books of account of all receipts, expenditures and disbursements in connection with the purchase, sale, improvement and maintenance of the properties hereinafter described, which books of account shall at any and all reasonable times be open to the inspection of said Fletcher.

3. On the sale of the properties hereinafter described, or so much thereof as the said F & W Thum Co. shall purchase, that it will pay to said Ed Fletcher one-fourth (1/4) of the net cash profits at the times and in the manner hereinafter provided.

It is expressly understood and agreed between the parties hereto:

1. That the said F. & W. Thum Co. is to have ten (10) years from the date hereof in which to sell and dispose of said property and that it is not expected that said property, or any part thereof, will be sold or disposed of in the immediate future nor until such time or times as said Company shall deem it expedient.

2. By "net cash profits" it is meant that before any profits of any kind or nature are declared the total amount of money invested by said F. & W. Thum Co., including the amount paid out for said properties, the cost of all improvements on or to said properties and all expenditures in connection with the purchase and improvement of said properties and the maintaining of such improvements, and all taxes and insurance, together with interest at six (6) percent per annum with annual rests on all moneys so expended, is to be paid back to said F & W. Thum Co. from time to time as the said property or any part thereof is disposed of.

3. That before any net cash profits are divided, said F. & W. Thum Co. shall have the right to deduct therefrom and retain such sum or sums as in its judgment may be necessary to be used for the further improvement or maintenance of said properties and to use and continue to use the same for such purposes, and such moneys so set aside by it shall not be considered as profits to be distributed.

4. Said F. & W. Thum Co. shall at such time or times as it may deem advisable,

Keep books
Fletcher
buy.

"Net Cash Profits"
defined

have the right to advance such sum or sums as it may deem necessary for the maintenance or improvements of said properties and to deduct such moneys so advanced, with interest as above provided, from the sales of land thereafter made.

5. At the end of each six (6) months from and after the said F. & W. Thum Co. shall have received all moneys invested by it as aforesaid with interest, it shall divide and pay over to said Ed Fletcher one-fourth of the net cash profits, as above defined, from the sale or income of said property.

6. If, for any reason, there shall be no net cash profits at the end of any six months but it appears that said F. & W. Thum Co. have advanced moneys in excess of the amounts received from said properties for said six months, then such moneys so advanced by it, with interest thereon at six percent, shall be deducted from the profits of the next succeeding period or periods in which there are profits which may be used to replace such advancements.

7. In estimating the net cash profits and making the division the appreciation of the value of the property is not to be taken as profits until there is an actual division of the entire property.

It is further mutually understood and agreed that said F. & W. Thum Co. is to have the right to convey to Messrs. F. & W. Thum ten (10) acres of ground for their use and benefit and also to convey, from time to time, for the use of any electric light or power company or for the use of any water company or for the use of any railroad or street railway company or for any other quasi public use, such land or lands as it may deem necessary and proper and is to be charged therefor at the original cost price of such piece or parcel, and no more, as it may from time to time convey.

It is further mutually agreed between the parties hereto that the said F. & W. Thum Co. is to have the privilege of building and operating at its own expense water, gas, and electric light and power plants or any other quasi public utilities, in which said water, gas and electric light and power plants or any other quasi public utilities, said Fletcher is to have no interest whatsoever except at the pleasure of said Company.

IN CONSIDERATION Of the premises, said Fletcher agrees:

1. That he will, so far as it is consistent with his other legitimate business interests, whenever said Company so requests it, render such reasonable personal aid and assistance in the caring for, development and disposal of said property as said

*Fletcher to
render his
Personal funds*
*Public Utilities to be
put in by G. & Fletcher
to have no interest therein*

company may from time to time direct and require without other compensation than that hereinabove provided.

2. That he will not incur any expense on behalf of said Company without the written approval and direction of said company first obtained.

3. That he will not assign or sell his interest in this contract without the written consent of said F. & W. Thum Co.

4. That he (being one of the two joint owners of the Villa Caro Ranch-called) will execute and procure to be executed by the other joint owner of said ranch a license and agreement to said F. & W. Thum Co. whereby said Company shall be permitted and authorized to enter upon said Villa Caro Ranch and take and remove therefrom disintegrated granite so long as this contract or any renewal or extension thereof remains in force, from time to time as it may desire; said granite to be used by said company in the improvement of the property hereinafter described and in the improvement of streets, alleys and other public or quasi public grounds.

5. That he will not use nor suffer to be used the said Villa Caro property in such a manner as will in any way injuriously affect the market value or desirability of the property hereinafter described purchased or which may be purchased by said F. & W. Thum Co.

It is further mutually understood and agreed:

1. That said F. & W. Thum Co. is to retain the absolute control of the property hereinafter described, purchased or which may be purchased by it under this agreement as to the improvement, maintenance and sale thereof and that it shall have the right, if it shall at any time become uneasy for any cause as to the outcome of the enterprise or to save itself from any real or imaginary loss, to at once or at any time thereafter sell out the whole or any part of the property at cost or less, it being understood that said Fletcher in such case is to bear no part of the loss sustained, and provided that before said sale is made notice in writing of sixty (60) days shall be given to said Fletcher, by depositing the same in the postoffice with the postage prepaid and directed to said Fletcher at San Diego, of the intention to make said sale and if said company then has a price offered for said premises it shall state the price in the notice, to the end that said Fletcher may have an opportunity to purchase or procure purchasers of said property at the price named or such higher price as may in the meantime be offered by others for the property, but the said company shall not be obliged to sell unless the price offered is satisfactory to it.

Co. has right to sell property at any time. Fletcher to bear no loss, if any, approved.

2. In case there is any property or cash on hand at the expiration of this contract, unless said contract is extended by mutual agreement and providing said F. & W. Thum Co. has been paid in full for all moneys advanced under the terms of this contract with interest, then said property on the demand of either party to this contract is to be divided and one fourth thereof paid over and conveyed to said Fletcher.

3. If, at the expiration of this contract or any extension thereof, there is still money due to said F. & W. Thum Co. under the terms hereof, said Fletcher is to have the right to pay his proportionate share thereof and have a division as aforesaid of the realty remaining.

4. That said F. & W. Thum Co. is to advance all money for the purchase, improvement and maintenance of the properties hereinafter described purchased or which may be purchased by it, and that all such properties are to be deeded to it.

5. No charges are to be made by F. & W. Thum or either or them, for services rendered by them but their expenses are to be considered as a part of the expenditure in the purchase, improvement and maintenance of said properties.

The property hereinbefore referred to as the Parke Ranch is described as follows:

Page legal description

The description of the other lands hereinbefore referred to is as follows:

Page legal description (four)

It is understood and agreed between the parties hereto that if said F. & W. Thum Co. shall purchase the above described tract known as the Hawley Tract, that all of the lowland of said Hawley Tract lying below the bluff shall belong absolutely to said Company and shall not be included in this contract, and that said Fletcher shall not be entitled to any profits arising therefrom or to any accounting therefor.

William Thum, Pres.

F. & W. THUM CO.
F. Thum, Secretary

ED FLETCHER

I agree that so long as I live the F. & W. Thum Co. will keep that part of the foregoing contract by it to be kept and performed, but this shall not be construed as in any manner binding my heirs, executors and administrators, and shall only be in force and effect during my natural life.

WILLIAM THUM

FERDINAND THUM

*Co. to advance
all charges for
improvement & maintenance*

BEFORE THE BOARD OF DIRECTORS OF THE
LA MESA, LEMON GROVE AND
SPRING VALLEY IRRIGATION
DISTRICT

IN THE MATTER OF THE
APPLICATION OF ED FLETCHER,
F. AND W. THUM COMPANY and
ED FLETCHER for an order
excluding certain lands
from said Irrigation
District.

P E T I T I O N

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

The following named owners in fee of one or more tracts
of land as hereinafter set forth which constitute a portion
of the La Mesa, Lemon Grove and Spring Valley Irrigation
District, in the County of San Diego, State of California,
to-wit, Ed Fletcher, F. and W. Thum Company and Ed Fletcher
respectfully file and make their petition praying that the
tracts so owned by them as hereinafter particularly set
forth, together with all other tracts contiguous thereto
within the boundaries of the following described territory
situated within said District in said County of San Diego,
State of California, to-wit:

Beginning at the intersection on the Westerly prolongation of the Northerly line, Lot Number Three (3) in Block Number Thirty-three-A (33-A) of El Cajon Heights, according to Licensed Surveyors' Map Number 50, on file in the Office of the Recorder of San Diego County, California, with the center line of Garfield Avenue, as said Garfield Avenue is shown on said Licensed Surveyors' Map Number 50;

Thence Easterly along the said Westerly prolongation of the said Northerly line and along the Northerly line of said Lot Number Three (3), which line is also the Southerly line of an unnumbered tract of land lying North of said Lot Number Three (3) and West of Block Number Nine (9) of the subdivision of Tracts E and F of Rancho El Cajon, according to Map thereof Number 750, filed in the Office of the Recorder of San Diego County, California, May 6th, 1893, as said unnumbered tract is shown on Licensed Surveyors' Map No. 50, to the Northeast corner of said Lot Number Three (3);

Thence Continuing Easterly along the Southerly line of said unnumbered tract to the Southwest corner of said Block Number Nine (9);

Thence Easterly along the Southerly line of said Block Number Nine (9) to an intersection with the Westerly line of the Right of Way of the San Diego and Arizona Railway;

Thence Northerly along the Westerly line of said Right of Way to an intersection with the Northerly line of said Block Number Nine (9);

Thence Continuing Northerly along the said Right of Way line, a distance of 1320 feet;

Thence West 1206 feet more or less to an intersection with the Easterly line of Section 4, Township 16 South, Range 1 West; S.B.M.;

Thence Southerly along the East Line of said Section Number Four (4), 599 feet more or less to the Southeast corner of said Section Number Four (4)

Thence Westerly along the Southerly line of said Section Number Four (4), 2,062.19 feet to a point;

Thence South 25° 33' 30" West 185.93 feet to a point;

Thence South 54° 49' West 85.45 feet to a point;

Thence North 40° 30' West 285.35 feet to a point on the Southerly line of said Section Number Four (4);

Thence Westerly along said Southerly line of said Section Number

Four (4), ~~249.70~~, 249.70 feet to a point;

Thence South $5^{\circ} 01' 15''$ East, 300.61 feet to a point;

Thence South $22^{\circ} 37' 45''$ East, 316.15 feet to a point;

Thence South $36^{\circ} 30'$ East 385.88 feet to a point;

Thence East 1126.72 feet to a point;

Thence South 350 feet to a point;

Thence West 800 feet to a point;

Thence South 275.57 feet to a point;

Thence South $56^{\circ} 47' 30''$ East, 941.64 feet to a point;

Thence South $17^{\circ} 47' 30''$ East, 124.30 feet to a point;

Thence North $85^{\circ} 48' 45''$ West, 680.94 feet to a point;

Thence South $34^{\circ} 40'$ East, 429.12 feet to a point;

Thence South $10^{\circ} 14' 15''$ West, 193.78 feet more or less to a point in the aforesaid Northerly line of said Lot Number Three (3) in Block 33-A of El Cajon Heights, according to Licensed Surveyors' Map Number 50;

Thence North $61^{\circ} 31' 15''$ West, 688.77 feet to a point;

Thence South $27^{\circ} 38' 30''$ West, 372.17 feet more or less to the intersection of the Westerly prolongation of the Northerly line of said Lot Number Three (3) in Block Number 33-A of El Cajon Heights, according to said Licensed Surveyors' Map Number 50, with the center line of Garfield Avenue, as said Garfield Avenue is shown on said Licensed Surveyors' Map Number 50, and the point of beginning,

be excluded and taken from said district. And your petitioners as grounds for such exclusion state:

That all of said lands and real property are entitled to be and can be irrigated from water wells drilled thereon. Said wells will not be replenished by return waters from said Irrigation District Works. Your petitioners ask your board of directors of said Irrigation District to fix a time and place for the hearing of this petition and that you order and direct your secretary to give notice of such time and place as provided by law governing such proceedings. And your petitioners do further state:

That the said Ed Fletcher is the owner in fee of the following described lands situated in the County of San Diego, State of California within the boundaries of said territory, the exclusion of which from the District is sought by your petitioners, to-wit:

All of Block Number Nine (9) of the Subdivision of Tracts E and F of Rancho El Cajon according to Map thereof, Number 750 filed in the Office of the Recorder of San Diego County, California, May 6, 1893; containing 94.38 acres more or less.

The said Ed Fletcher is the owner in fee of the following described lands situated in the County of San Diego, State of California within the boundaries of said territory, the exclusion of which from the District is sought by your petitioners, to-wit:
Beginning at the Southeast corner of Section 4, Township 16 South,
Range 1 West, S.B.M.;

Thence Northerly along the East line of said Section 4, 599 feet;

Thence East 1206 feet, more or less, to an intersection with the Westerly line of the Right of Way of the San Diego & Arizona Railway;

Thence Southerly along said Right of Way line 1320 feet, more or less, to an intersection with the Northerly line of Block Number Nine (9) of the Subdivision of Tracts E and F of Rancho El Cajon, according to Map thereof No. 750, filed in the Office of the Recorder of San Diego County, State of California, May 6, 1893;

Thence Westerly along the Northerly line of said Lot Number Nine (9) to an intersection with the Easterly line of Section Number Nine (9), Township Number Sixteen South, Range Number One (1) West, S.B.M.;

Thence Northerly along said Easterly line of said Section Number Nine (9), 720 feet, more or less, to the Northeasterly corner of said Section Number Nine (9), said corner being also the aforesaid Southeast corner of said Section Number Four (4) and the point of beginning, containing 36.54 acres, more or less.

The said F. and W. Thum Company is the owner in fee of the following described lands situated in the County of San Diego, State of California, within the boundaries of said territory, the exclusion of which from the District is sought by your petitioners, to-wit:

Beginning at the Southeast corner of Section Number Four (4), Township Number Sixteen (16) South, Range Number One (1) West, S.B.M.;

Thence Westerly along the Southerly line of said Section Number Four (4), 2,062.19 feet to a point;

Thence South $25^{\circ} 33' 30''$ West 185.93 feet to a point;

Thence South $54^{\circ} 49'$ West 85.45 feet to a point;

Thence North $40^{\circ} 30'$ West 285.35 feet to a point on the said Southerly line of said Section Number Four (4);

Thence Westerly along said Southerly line of said Section Number Four (4) East, 249.70 feet to a point;

Thence South $5^{\circ} 01' 15''$ East, 300.61 feet to a point;

Thence South $22^{\circ} 37' 45''$ East, 316.15 feet to a point;
 Thence South $36^{\circ} 30'$ East 385.88 feet to a point;
 Thence East 1126.72 feet to a point;
 Thence South 350 feet to a point;
 Thence West 800 feet to a point;
 Thence South 275.57 feet to a point;
 Thence South $56^{\circ} 47' 30''$ East, 941.64 feet to a point;
 Thence South $17^{\circ} 47' 30''$ East, 124.30 feet to a point;
 Thence North $85^{\circ} 48' 45''$ West, 680.94 feet to a point;
 Thence South $34^{\circ} 40'$ East, 429.12 feet to a point;
 Thence South $10^{\circ} 14' 15''$ West, 193.78 feet, more or less, to
 a point in the Northerly line of Lot Number Three
 (3) in Block Number 33-A of El Cajon Heights,
 according to Licensed Surveyors' Map No. 50, on
 file in the Office of the Recorder of San Diego
 County, State of California
 Thence North $61^{\circ} 31' 15''$ West, 688.77 feet to a point;
 Thence South $27^{\circ} 38' 30''$ West 372.17 feet, more or less, to
 the intersection of the Westerly prolongation of the
 aforesaid Northerly line of Lot Number Three (3) in
 Block 33-A of El Cajon Heights, with the center line
 of Garfield Avenue as said Garfield Avenue is shown
 on said Licensed Surveyors' Map Number 50;
 Thence Easterly along the said Westerly prolongation of the
 said Northerly line and along the said Northerly
 line of said Lot Number Three (3), which line is also
 the Southerly line of an unnumbered tract of land
 lying North of said Lot Number Three (3) and West of
 Block Number Nine (9) of the Subdivision of Tracts
 E and F of Rancho El Cajon, according to the afore-
 said map thereof Number 750, as said unnumbered tract
 is shown on said Licensed Surveyors' Map Number 50,
 to the Northeast corner of said Lot Number Three (3);
 Thence Easterly along the Southerly line of said unnumbered
 tract to the Southwest corner of said Block Number Nine
 (9);

Thence Northerly along the Westerly line of said Block Number Nine (9), to the Northwest corner thereof;

Thence Easterly along the Northerly line of said Lot Number Nine (9), 13.78 chains, to an intersection with the Easterly line of Section Number Nine (9), Township Number Sixteen (16) South, Range Number One (1) West, S.B.M.,

Thence Northerly along said Easterly line of said Section Number Nine (9), 720 feet, more or less, to the Northeast corner of said Section Number Nine (9), said Northeast corner being also the aforesaid Southeast corner of said Section Number Four (4) and the point of beginning; containing 66.39 acres more or less.

WHEREFORE, your petitioners pray that the said Board of Directors of the La Mesa, Lemon Grove and Spring Valley Irrigation District make its order that said tract so owned by them in fee, and all other tracts contiguous thereto and included and comprised within the boundaries hereinbefore first described be excluded and taken from said District, and the boundaries of said Irrigation District be changed accordingly.

STATE OF CALIFORNIA. }
COUNTY OF SAN DIEGO. } ss.

On this _____ day of _____, 1926,

before me _____, a Notary Public
in and for the County of San Diego, State of California,
residing therein, duly commissioned and sworn, personally
appeared _____

known to me to be the persons described in and whose
names are subscribed to the within instrument, and they
acknowledge to me that they executed the same.

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

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

Know all Men by these Presents,

That, for and in consideration of the sum of Ten and no/100 -----

----- DOLLARS,

the receipt whereof is hereby acknowledged, the ~~same~~ certain parcel of land situate, lying and being in the County of San Diego, State of California, described as follows, to-wit:

Lots One (1) to Ten (10) both inclusive, Block 22 and the Southerly ten (10) acres of Lot Eleven (11), Block 22, Fletcher Hills Unit No. 2, according to Map thereof No. 2122 filed in the Office of the County Recorder of said San Diego County, California;

ALSO all that portion of Block Eleven (11), Fletcher Hills Unit No. 2 according to map thereof No. 2122 filed in the office of the Recorder of San Diego County, Calif., more particularly described as follows:

Beginning at the end of the curve on the Easterly boundary of said Block 11, as said curve is shown on the above mentioned Map No. 2122 as being in the Northeasterly corner of said Block 11; thence along the Easterly boundary of said Block 11 a distance of 404.66 feet; thence leaving said Easterly boundary of Block 11 and running parallel to the Northerly boundary of said Block 11 South 58° 25' West 575.02 feet; thence parallel to the said Easterly boundary of Block 11 North 3° 28' 50" West 429.68 feet to the said Northerly boundary of Block 11; thence along the said Northerly boundary of Block 11 North 58° 25' East 550.00 feet to the beginning of a tangent curve concave to the Southwest and having a radius of 15 feet; thence Southeasterly along said curve, through an angle of 118° 06' 10" a distance of 30.92 feet to the end of said curve and the point of beginning on the said Easterly boundary of Block 11.

is hereby released from the lien of that mortgage made by ED FLETCHER and MARY C. B. FLETCHER

to F. & W. THUM COMPANY, a corporation

dated December 10th 1929 and recorded in the office of the County Recorder of the County of San Diego, State of California, in Book 582 of Mortgages, at page 252 et seq.

IN WITNESS WHEREOF, said Corporation has caused this instrument to be signed by its President and Secretary and its Corporate Seal to be affixed ~~to this instrument~~ the 26 day of March 1930

Signed and executed in presence of

F. & W. THUM COMPANY

By William Thum
By John A. Thum
Sec.



STATE OF CALIFORNIA,)
County of San Diego. } ss.

On this 26th day of March Nineteen Hundred and
thirty before me, Louise M. Hilt
a Notary Public in and for said County and State, residing herein, duly commissioned and sworn

STATE OF CALIFORNIA,)
COUNTY OF ~~SAN DIEGO~~ Los Angeles ss.

On this 26th day of March, 1930, ~~1930~~, before me,
Louise M. Hilt a Notary Public in and for the said
County of San Diego, State of California, residing therein, duly commissioned and
sworn, personally appeared WILLIAM THUM

known to me to be the President and JOHN A. THUM

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

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

Louise M. Hilt
Notary Public in and for the County of ~~San Diego~~ Los Angeles State of California

My Commission expires _____
ACKNOWLEDGMENT—Corporation

J. C. PACKARD, Stationer, 905 E St.

INDEXED

Rem.
Mail to E. Fletcher 15443

1030- Smith St
San Diego Calif.

MARITAL RELEASE
of Mortgage

W. W. Shum Co

TO

E. Fletcher
Mary S. B. Fletcher

Dated March 26th 1930

RECORDED AT REQUEST OF

E. Fletcher

MAR 29 1930

5 Min. past 9 o'clock AM

In Book No. 101 Page 477

of Pages

Records of San Diego County, Calif.

John H. Perry, County Recorder

By A. L. Devarney Deputy

Fee \$ 1.20

[Handwritten signature]

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Ed Fletcher Papers

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**Business Records - Business Partnerships -
Thum, Ferdinand and William - F and W Thum
Company: Land agreements & mortgages**



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