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WATER RIGHT CONTRACT AND DEED NO. 2, A. W. HAWLEY.

Undivided 1/2 Interest 1400 Acres, J. Hill Estate, 70 Inches.

I, A. W. Hawley, hereby grant to the San Diego Flume Company the undivided one-half part of the following described Real Estate in the County of San Diego, California:

All that portion of tract Seven (7) as laid down on the partition map of the Estate of James Hill, deceased, made by M. G. Wheeler, November 1877 in the El Cajon Rancho San Diego, California, lying west of the brow of the hills on the west side of said Rancho Containing about Fourteen Hundred acres.

This conveyance is however made upon the following conditions, full compliance with which is the consideration hereof, and in default of compliance with which the above grant is to be null and void, and the interest so granted is to revert to the grantor, his heirs, representatives, or assigns.

The said Flume Company is within three years to build a flume or other aqueduct across or adjacent to said tract of land, carrying water for irrigation, according to the purposes of said Company's incorporation, and shall grant to the grantor, his heirs, representatives or assigns, a right to the use of water from said flume or aqueduct, at the legal rates and to the amount of one inch, measured under a four-inch pressure, for each ten acres of arable land in such portion as may be assigned to grantor in partition.

Such water right is to be perpetual and without further compensation, except the legal rates aforesaid, and subject only to the act of God, of the law, or public enemy; to the effect of unusual accident to any part of the Company's works and a pro rata distribution in case of a short supply of water not caused by the negligence of the Company, and such reasonable rules and regulations for the distribution and delivery of water as the Company may adopt.



Such water right is to run with the land and be transferable only with the land, and the grantor, his heirs, representatives and assigns shall have no right to sell or otherwise dispose of said water, except with the land as aforesaid, or allow any of it to run to waste; and the right to any water not actually used by said grantor, his heirs, representatives or assigns, shall remain in said Company.

In witness whereof I hereunto set my hand and seal this 26th day of May 1886.

A. W. HAWLEY

Witness:

Edward Kilham

State of California,

County of San Diego.

On this 28th day of May one thousand eight hundred and eighty six, before me, Edward Kilham, a Notary Public in and for the said County of San Diego, personally appeared A. W. Hawley, personally known to me to be the same person described in, whose name is subscribed to the within instrument, and he acknowledged to me that he executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

EDWARD KILHAM  
Notary Public.



WATER RIGHT CONTRACT, A.W.HAWLEY - 84 INCHES - Tracts 5-6-7 El Cajon

WHEREAS, The San Diego Flume Company is about to divert and bring down the waters of the San Diego River for the irrigation of El Cajon and other parts of the County of San Diego, California, in consideration thereof, and as an inducement thereto, and of the water right hereafter mentioned, I hereby promise to pay to said Company the sum of Fifteen Dollars for each acre of fairly arable land capable of irrigation from pipes or flumes of said Company belonging to me in San Diego County, Cal., and described as follows: commencing on the brow of the hill on the South West side of the main basin of El Cajon in tract numbered seven (7), of the partition map of El Cajon on a line twenty feet below the level of the aqueduct of said Company when it leaves said main basin - five hundred acres of said tract numbered seven (7) east of said line; and also forty acres in tract numbered six (6) of said partition map and adjoining said tract numbered (7); also three hundred acres in the north east part of tract numbered five (5) of said partition map, the same being part of the Hill Estate.

And as security for the due payment thereof I hereby mortgage to said Company the following described tract of land:

Two hundred acres of the North East part of tract numbered five (5) of partition map aforesaid.

Said payment is to be made when the pipes or flumes of the Company or any of its branches reach any side of the tract above described, one third cash, one third in one year, and one third in two years, with eight per cent interest from said time.

Said promise and mortgage are made, however, only upon the following conditions, and in default of compliance therewith both are to be null and void:



Contract No. 3

The said Flume Company is within three years to build a flume or aqueduct or lay pipes across or adjacent to said tract of land, carrying water for irrigation, according to the purposes of said Company's incorporation, and shall grant to the mortgagor, his heirs, representatives or assigns, a right of water from said flume or aqueduct at the legal rates and to the amount of one inch (measured under a four-inch pressure) for each ten acres of arable land in the tract first above mentioned.

Such water right is to be perpetual and without further compensation, except the legal rates aforesaid, and subject only to the act of God, the law, or the public enemy, to the effect of unusual accidents to any part of the Company's works and a pro rata distribution in case of a short supply of water, not caused by the negligence of the Company; and such reasonable rules and regulations for the distribution and delivery of water as the Company may adopt.

Such water right is to run with the land and be transferable only with the land, and the mortgagor, his heirs, representatives and assigns, shall have no right to sell or otherwise dispose of said water except with the land as aforesaid, or allow any of it to go to waste; and the right and property in any water not actually used by said mortgagor, his heirs, representatives or assigns, shall remain in said Company.

And I hereby further grant to said Company a sufficient right of way fifty feet wide through the above described property for its main line, or any branch line it may desire, either to irrigate said described land or any land adjacent thereto; and all riparian rights I now have in and to the waters of the San Diego River or any of its tributaries.



Contract No. 3

WITNESS my hand this seventh day of June 1886.

(signed) A. W. HAWLEY

( S E A L )

Acknowledged before Geo. B. Henseley, Notary Public.

June 7th, 1886.



WATER RIGHT CONTRACT No. 4, A. W. HAWLEY, - 15 INCHES, EL CAJON.

WHEREAS, the San Diego Flume Company is about to divert and bring down the waters of the San Diego River for the irrigation of El Cajon and the other parts of the County of San Diego, California, in consideration thereof, and as an inducement thereto, and of the water right hereafter mentioned, I hereby promise to pay to said Company the sum of Fifteen Dollars for each acre of fairly arable land capable of irrigation from pipes or flumes of said Company belonging to me in San Diego Co. Calif., described as follows:

Being one hundred and fifty acres additional to the water right heretofore purchased of said Company for land in tracts five, six, and seven of the partition of El Cajon Rancho, being part of the Hill Estate, making in all Nine Hundred and Ninety acres for which water rights have by me this far been purchased, amounting to the sum of Fourteen Thousand Eight Hundred and Fifty Dollars in all.

And as security for the due payment thereof, I hereby mortgage to said Company the following described tract of land:

Two Hundred acres of tract numbered five taken out of the North East Corner of said tract, being the same Two Hundred Acres covered by the instrument heretofore executed securing the payment of said former water right purchased for Eight Hundred and Forty acres in said tracts five and seven.

Said payment is to be made when the pipes or flumes of the Company or any of its branches reach any side of the tract above described as follows: One third cash, on hand, one third in one year, and balance in two years with eight per cent interest.

Said promise and mortgage are made, however, only upon the following conditions, and in default of compliance therewith both



are to be null and void:

The said Flume Company is within three years to build a flume or aqueduct or lay pipes across or adjacent to said tract of land, carrying water for irrigation, according to the purposes of said Company's incorporation, and shall grant to the mortgagor, his heirs, representatives or assigns, a right of water from said flume or aqueduct at the legal rates and to the amount of one inch (measured under a four-inch pressure) for each ten acres of arable land in the tract first above mentioned.

Such water right is to be perpetual and without further compensation, except the legal rates aforesaid, and subject only to the act of God, the law, or the public enemy, to the effect of unusual accidents to any part of the Company's works and a pro rata distribution in case of a short supply of water, not caused by the negligence of the Company; and such reasonable rules and regulations for the distribution and delivery of water as the Company may adopt.

Such water right is to run with the land and be transferable only with the land, and the mortgagor, his heirs, representatives and assigns, shall have no right to sell or otherwise dispose of said water except with the land as aforesaid, or allow any of it to go to waste; and the right and property in any water not actually used by said mortgagor, his heirs, representatives or assigns, shall remain in said Company.

And I hereby further grant to said Company a sufficient right of way fifty feet wide through the above described property for its main line, or any branch line it may desire, either to irrigate said described land or any land adjacent thereto; and all riparian rights I now have in and to the waters of the San Diego River or any of its tributaries.



WITNESS my hand this second day of August, 1886

(signed) A. W. HAWLEY

Acknowledged before, Thomas Whaley, Notary Public,

August 2nd, 1886.

( SEAL )

MODIFICATIONS OF THIS CONTRACT

The Board of Directors Passed the following since this  
Contract was executed: Apr. 29, 1887

RESOLVED: That the contract with A. W. Hawley heretofore made by this Company for water right in the El Cajon be so amended as to permit the use of nine inches of said water on the north half of tract No. 31 in Ex-Mission Rancho instead of in El Cajon on conditions expressed in Mortgages heretofore executed by said Hawley to this Company securing payment for said water rights, said water to be taken from Main pipe or flume of Company, this Company to have necessary rights-of-way over said Tract of land for any of its pipes or flumes.

June 24, 1887

RESOLVED: that the contract with A. W. Hawley heretofore made by this Company for water rights in the El Cajon Valley be so amended as to permit the use of fifteen inches of water on Tract 31 in Ex-Mission Rancho instead of in El Cajon on condition expressed in the Mortgages heretofore executed by said Hawley to this Company, securing payment for said water rights, said water to be taken from main pipe or flumes of said Company, and said Company to have necessary rights-of-way over said tract of land for any of its pipes or flumes, and also said Company to <sup>have</sup> any riparian rights on San Diego River attaching to said tract Number 31, by virtue of the partition of said rancho provided that the annual rates for the use of said water shall not be less than three dollars (\$3.00) per acre, instead of thirty dollars (\$30.00) per inch as mentioned in said mortgage.



Mr. Hetcher -

see last page for refarming  
agreement

Harris



EL CAJON VALLEY COMPANY }  
With  
SAN DIEGO FLUME COMPANY }

The agreement made and entered into this 17th day of December, A.D. 1888, by and between the El Cajon Valley Company, a corporation organized under the laws of the State of California, party of the first part, and the San Diego Flume Company, also a corporation organized under the laws of said State, party of the second part.

Witnesseth: Whereas the party of the second part has now in process of construction the necessary dams, reservoirs, flumes and aqueducts, to bring water from the Cuyamaca Mountains, and other points lying between said mountains and the City of San Diego for the purpose of supplying said city and its inhabitants, and also such lands in the county as can be reached by its works, with water for irrigation and other purposes and desires to amplify said works so as to insure forever a large and reliable supply of water for the purposes aforesaid;-

And whereas, the value of all property that may be reached by said system of works is, and will be enhanced by every increase in the extension of said system and in the regularity and certainty of its water supply, in which benefits the lands of the party of the first part hereinafter described, will largely share:-

Now therefore, in consideration of the benefits which will result to the said property of the said party of the first part from the works of the said party of the second part, and in consideration of the agreements and promises of the said party of the second part, hereinafter written, and as an inducement to said party of the second part to incur the expenses incident to the amplification of its works, and the securing of a large and reliable supply of water, the party of the first part hereby covenants, promises, and agrees, to pay to the party of the second part, its successors, or assigns, the sum of \$10,000.00, in the manner following, that is to say: one-third of the amount within twelve months from this date; one-third in eighteen months, and the remainder in two years from date; installments to bear interest from this date at ten per cent per annum.

And in further consideration of the promises and as an inducement to said party of the second part to extend and improve its said works from time to time, and to aid it in extending, and improving and maintaining the same so as to increase either the flow of water to be used by it, or the regularity of the flow of said water, by which increase the value of all the lands in the vicinity of the lands of the party of the first part, hereinafter described, and including said lands will necessarily be continually enhanced by reason of the increased certainty of sufficient water for irrigation purposes in the driest season, the party of the first part, for itself, its successors and assigns hereby promises and agrees to pay to the party of the second part, its successors and assigns the annual sum of eighteen hundred dollars, payable in two equal payments of nine



hundred dollars each, on the first day of June and December of each year, beginning the first day of June, A.D., 1889.

And provided further that if said land is hereinafter included within the limits of any incorporated city, said party of the second part may demand city rates for all water, and that if, for any cause whatever, the party of the first part, or the owners, lessees, or occupants of the land owned by the said party of the first part, hereinafter described and to be supplied with water as herein written, shall at any time after the use of water as herein written upon said lands is once begun, shall fail, neglect, or refuse to pay for the period of one year therefor to said party of the second part, its successors and assigns the said annual sum of eighteen hundred dollars as hereinbefore written to be paid to said party of the second part, or if the said party of the first part, its successors or assigns, shall fail to make any of the payments herein promised, agreed, and written, to be made to it, that then, and in that case, the said party of the second part, its successors and assigns shall be forever released and discharged from all obligation to the party of the first part, its successors or assigns, under this agreement. And this agreement shall be and become hereby determined without notice to the party of the first part, its successors or assigns, and the right to any water for any land herein described from said party of the second part, its successors or assigns, shall forever cease, and any easements created by the use of said water prior to said failure, shall be forever determined released and discharged, and said party of the second part, its successors or assigns, may thereafter dispose of all the water theretofore used on the land herein described, and the right to the perpetual use thereof, as it or they may see fit, and in the event of such failure all right to said water and the use thereof, or to compensation or damage, or failure to supply the same thereafter, is hereby for the party of the first part, its successors and assigns, and all lessees or occupants of the lands hereinafter described, forever expressly waived, but in the event of said failure the said party of the second part, its successors or assigns shall thereafter retain, hold and keep all rights of way, water rights granted or given to it under the terms of this agreement, and may retain and keep for its own use all moneys which it shall then have received under the terms of this agreement.

All the covenants herein made are to run with and bind said lands hereinafter described.

The lands referred to in this agreement to be irrigated by said party of the second part and to be bound by the terms of this agreement are the lands situate in El Cajon Valley, in the county of San Diego, State of California, now owned or that have been owned by the said party of the first part.

In case of transfer of any part of said land, every grantee thereof, shall always be responsible as to said part for the performance of all the obligations herein written and subject to the terms



and conditions herein written and the rules and regulations of delivery and distribution herein referred to. And by the acceptance of any conveyance, lease, contract of conveyance or possession of any part of said lands from the party of the first part, its successors or assigns, the grantee in such conveyance, lease or contract or party in possession, his heirs, representatives or assigns, accepts the conditions herein written and covenants for their performance subject to all the terms and conditions herein written.

For the considerations above named the said party of the second part binds itself, its successors and assigns, so long as the covenants herein written to be kept and performed by the party of the second part, its successors and assigns shall be kept and performed according to the tenor and effect of this agreement, to furnish annually for the lands hereinabove described and none other, water as follows, to wit: Twenty miners inches of water measured under a four inch pressure, to be taken from the main aqueduct of the party of the second part, at such point or points as the parties hereto may select, without expense to the party of the second part for tapping mains or branch pipe lines, said water being now ready for delivery.

Provided, however, that the said party of the second part's supply of water be not shortened or its power of delivery thereof be not prevented or abridged by the act of God, of the elements, or failure of the average rainfall in the mountains, the operation of law, public enemies, or by riot or insurrection, or by accident to the machinery or plant of said corporation; and provided that if the capacity of the said party of the second part shall be impaired by any of the causes above written and its supply of water shall be thereby shortened, the land herein described shall be entitled to such pro rata of water as can be supplied during the period that such impairment shall exist consistently with a full supply for cities and towns, and with the fulfillment of the other outstanding contracts for water in force against said party of the second part, its successors and assigns; provided, however, that the distribution and delivery of water to be made under the terms of this agreement shall at all times be made subject to the general rules of distribution and delivery of water which said party of the second part may from time to time adopt, and provided further that the water rights herein agreed upon are to be supplied with and transferable only with the lands herein described.

And in consideration of the premises the party of the first part does hereby covenant, promise and agree for itself, its successors and assigns to and with said party of the second part, its successors and assigns, that none of the water to be furnished to it under this agreement shall be used or sold except for the lands hereinabove described, and that none of the water herein agreed to be furnished shall be allowed at any time to run to waste and that the right, property and title to all water herein described, or referred



to which shall not actually be used upon the lands herein described by the owners, lessees or occupants thereof, shall at all times be and remain in said party of the second part, its successors and assigns.

And in consideration of the premises, the party of the first part does hereby grant, bargain and sell unto said party of the second part, its successors and assigns, a perpetual right of way over and across any of the lands hereinabove described, for the construction of any pipe lines of said party of the second part for the conveyance of water for the supply of any lands or premises adjacent to said lands. Provided such right of way shall be taken when said pipe lines can be laid without unusual expense to the water company, and with the least damage to the party of the first part or its assigns, and shall not, in any event be taken through orchards, vineyards, or under buildings, without compensating the owner for the damage done to the said improvements; and it also grants, bargains and sells to the San Diego Flume Company, its successors or assigns, all its rights, whether as riparian owner or otherwise to divert, use and impound the waters of the San Diego River, or any other stream, or streams, from which said San Diego Flume Company, its successors or assigns may hereafter design to divert, use or impound water. But it is understood that no right is hereby granted to said San Diego Flume Company to impound water upon or divert water from the lands of the said El Cajon Valley Company.

(SEAL)

San Diego Flume Company

By Bryant Howard, President.

" L. F. Doolittle, Secretary.

(SEAL)

El Cajon Valley Company

By Geo. H. Mansfield, Pres.

H. C. Marks, Secretary.



AGREEMENT CANCELLING CONTRACTS #3, 3, and 4. A. W. HAWLEY WITH

SAN DIEGO FLUME COMPANY

THIS AGREEMENT, made and entered into this 8th day of October, 1890, by and between the San Diego Flume Company, the party of the first part, and A. W. Hawley, the party of the second part, WITNESSETH:-

That for and in consideration of the execution and delivery by the party of the first part of the contracts for water of even date herewith to A. W. Hawley, Guy P. Hawley, W. D. Hawley, Geo. M. Hawley, H. and R. L. Culbertson, and W. H. and S. S. Somers, as well as other good and valuable considerations, it is hereby mutually agreed by and between the parties hereto to cancel the contracts heretofore made between the parties hereto whereby the party of the first part agreed to sell and convey upon certain conditions, to the party of the second part, and the party of the second part agreed to purchase on like conditions more than 99 inches of water, which said contracts are of date May 26, 1886, June 7th, 1886, and August 2nd, 1886;

And the said party of the second part, in consideration of the conveyance of forty-four inches of water to the parties aforesaid, and the agreement herein made by the party of the first part to convey to the party of the second part or his assigns, an additional four inches of water to be attached to the lands heretofore sold by the party of the second part to one Frederick Schulenburg, upon like terms and conditions with those expressed in the contracts with the parties herein named, agrees to surrender all claims for the 99 inches and more of water and release said party of the first part from any obligation to furnish the same by reason of said contracts. PROVIDED, however, that in case said party of the second part fails to enter into a contract for said additional four inches of water by March 1st, 1891, then he agrees to release all claims to said four inches of water.



It is further understood and agreed that this agreement shall not be construed as cancelling the conveyance of the riparian rights and the rights of way conveyed to said party of the first part by said party of the second part by the instrument of date May 26th, 1886, August 2nd, 1886, and June 7th, 1886, hereinbefore mentioned.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and date aforesaid, the party of the first part by authorizing its President and Secretary to sign its name hereto, and the party of the second part in his own proper person.

SAN DIEGO FLUME COMPANY

Attest:  
L.F. Doolittle  
Secretary.

( S E A L )

by J. W. Sefton, President

A. W. Hawley

Witness to A.W.Hawley's Signature -

W.D. Hawley

Acknowledged Oct. 17, 1890 by J. W. Sefton and L. F. Doolittle for the San Diego Flume Company and A. W. Hawley and W. D. Hawley before C. F. Holland, Notary Public.



WATER CONTRACT - SAN DIEGO AND CORONADO WATER COMPANY, ONE MILLION  
GALLONS PER DAY, ABOUT 77 MINER'S INCHES.

T H I S   A G R E E M E N T made and entered into this  
24th day of July 1888, by and between the San Diego Flume  
Company, a corporation organized and existing under the  
laws of the State of California, party of the first part,  
and the San Diego and Coronado Water Company, a corporation  
organized and existing under the laws of said State, party  
of the second part,

W I T N E S S E T H:

THAT WHEREAS the said parties are organized for the purpose  
among other things, of furnishing to the people of the City  
of San Diego good pure water in sufficient quantities, at  
the lowest price compatible with their interest, and at as  
early a day as possible, and

WHEREAS the party of the second part now has its engines  
water pipes, and all other machinery and appliances neces-  
sary to conduct and distribute water to the inhabitants of  
said City and

WHEREAS the party of the first part has its reservoirs and  
flume line about completed and an ample supply of pure  
mountain water, NOW THEREFORE:

In order that the said water of the Flume Company may be  
conducted to and supplied to the people of said City by and  
through the mains and pipes of said Water Company and with-  
out the delay and inconvenience to the public -- such as  
tearing up the streets for purpose of laying mains and  
pipes by said Flume Company, it is by said parties stipu-  
lated and agreed:

1. That the said party of the first part is to furnish to



the party of the second part all of the water of a quality satisfactory to the City Trustees necessary to supply the said inhabitants of the City, the same to be delivered to the party of the second part at a point where its pipe now crosses the Easterly Pueblo line in University Heights in said City of San Diego; said water to be furnished as soon as the works of the party of the first part are so far completed as to enable it to furnish the same.

2. The party of the second part agrees to receive said water as soon as notified by party of the first part of its readiness to deliver it and to conduct and supply the same to the inhabitants of said City at legally established rates and binds itself to receive and pay for not less than an average of one million gallons per day during each year while this contract shall remain in force.

3. The party of the second part shall pay to the party of the first part on the 1st days of February, May, August and November of each year for said water per thousand gallons an amount equal to the average cost per thousand gallons of pumping all its water for the supply of the City of San Diego by the party of the second part at its water works near Old Town in said City for the six months ending at the time the party of the first part is ready to deliver the water as above provided; such expense of pumping to include the wages of the engineers and firemen and other labor employed in and about the wells and pumping works, the cost of fuel and oil and waste and all other incidental expenses connected with the pumping of the water, such expense to be agreed upon by the Presidents of the parties hereto respectively



if they are able to agree upon the same, if not, by experts one to be selected by each of said Presidents, they to select a third if required by either of the parties, Each of said quarterly payments to include the amount due for water furnished during the previous quarter, ending thirty days prior to day fixed for payment.

In consideration of the above the party of the first part shall have the option to buy the franchises, stock, mains, pipes, water rights, engines, pumps and all other property owned by the party of the second part at any time during the continuance of this contract upon giving three months notice to the party of the second part of its intention to buy at the expiration of such notice, said purchase to be made upon the basis of six per cent of the net earnings of said party of the second part for the six months ending with said three months notice and the date of such purchase, and should said notice be given, said party of the first part shall be bound to complete the purchase. The purchase money to be paid in cash and the party of the first part to take said property subject to the debts of the party of the second part to be deducted from the purchase price. This provision for the purchase and sale of said franchises, stock and property of the party of the second part is made subject to the approval and ratification of the parties hereto respectively and it is understood and agreed that upon such purchase being made and the purchase price being paid the stockholders of the party of the second part shall assign and the President of said party convey by the proper conveyance to such corporation, person or persons



Contract No. 17

as the party of the second part may indicate the stock and property of said Company.

This contract shall continue in force for one year from the time notice is given by the party of the first part of its readiness to furnish the water and may, after the expiration of said one year, be terminated by either party upon three months notice and not otherwise. Executed in duplicate the day and year first above written.

SAN DIEGO FLUME COMPANY

By Bryant Howard, President.

" L. F. Doolittle, Secretary

SAN DIEGO & CORONADO WATER COMPANY

By E. S. Babcock, Jr. President

" Joseph A. Flint, Secretary.

( S E A L )

The above contract was submitted to the Board of Directors at a Meeting held at our office July 24/88 and was by them ratified and approved.

Joseph A. Flint, Secretary.

San Diego,  
July 25, 1888.



THIS AGREEMENT made this 25th day of July 1888 by and between the San Diego Flume Company and the San Diego and Coronado Water Company W I T N E S S E T H that in consideration of a contract entered into between the parties hereto bearing date July 24th 1888 it is agreed on the part of the said Flume Company that it will not during the continuance of said contract sell to the inhabitants of said City or any person, Company or Corporation any water to be so supplied, so long as said Water Company supplies to said City, and all of its inhabitants, a full and sufficient supply of water from the flume of said Flume Company at rates to be fixed as required by law.

PROVIDED: that this agreement shall not apply to, or prevent the Flume Company from contracting for a supply of water to the College Hill Land Association and the Point Loma Land and Water Company as already agreed upon.

Attest:  
L.F. Doolittle, Secy.  
( S E A L )

SAN DIEGO FLUME COMPANY

By Bryant Howard, President

Attest:  
Joseph A. Flint, Secy.  
( S E A L )

SAN DIEGO & CORONADO WATER COMPANY

By E. S. Babcock, Jr. President.



CITY WATER CONTRACT - SAN DIEGO WATER COMPANY

Contract made this 6th day of November 1890 between the SAN DIEGO WATER COMPANY, of the first part, and the SAN DIEGO FLUME COMPANY, of the second part, both parties being corporations of San Diego, California, WITNESSETH:-

That the respective parties hereby appoint E. S. Babcock and J. W. Sefton as Trustees. To these trustees they hereby assign and give the absolute control of their respective properties as far as the same may be confined to the corporate limits of the City of San Diego, as the same are now established or may hereafter be extended or restricted, except the Peninsula of San Diego. Said trustees shall in trust hold, operate and control said respective properties for the benefit and use of the respective parties of the first and second part, in manner as herein mentioned.

Each party hereto has named one of said trustees, said Babcock by the party of the first part, and said J. W. Sefton by the party of the second part, and the said trustees so named by each party hereto shall hold his office of trustee subject to the will of the party hereto naming him, and either party hereto may at any time, by resolutions spread upon its minutes, and service of a certified copy thereof upon the opposite party, remove its said appointee and appoint a successor, and said successor shall take and hold his office of trustee the same as if his name had been originally inserted herein and subject to the terms and conditions hereof. The compensation of each trustee shall be fixed and paid by the party hereto appointing him.

The use, operation and control of these properties by the said trustees shall be for the purpose of furnishing the water supply to the City of San Diego and its inhabitants. The profits arising therefrom to be subject to the control and use of the parties hereto, as hereinafter mentioned.



Said parties hereto agreeing to combine their joint endeavor for the advancement of their respective interests under this trust, subject to the conditions as hereinafter mentioned.

The said party of the first part furnishes its entire plant and any extension of the same for the free use and occupation as the said trustees may determine, for the uses and purposes of this contract and the supply of the City of San Diego and its inhabitants with water, and guarantee that the said present system of pipes as now operated by them is in good condition, of good construction, of sufficiently strong pipe and adequate to perform the service required by the inhabitants of the City of San Diego at this time, and agree to maintain the same in the same condition, ordinary wear and tear and replacement of present house connections with lead when the same shall be deemed necessary excepted. It is understood and agreed, however, that the party of the first part does not agree to replace the riveted sheet iron pipe and Kalamein pipe now laid between the terminus of the flume pipe near the East Pueblo line, and the North end of Fifth Street, with one branch extending thence to the pumps near Old Town, and another branch running South on Fifth Street to a point near the Keating residence where it joins the cast iron pipe and what Kalamein pipe there may be in the pipe line extending from the pumps to Pacific Beach. All material of any kind now on hand or en route is usable for any repairs or construction without cost to the trustees under this contract. Provided, however, that transportation expenses on material en route shall be chargeable to the operating account.

The said party of the second part agrees to deliver at a point in their flume or pipe line where the same does now or may hereafter intersect the present or future limits of the City of San Diego,



a water supply of a good quality for domestic purposes sufficient for the use of the City of San Diego and its inhabitants, and under a pressure of at least sixty pounds. The said water to be used by the said trustees for the exclusive purpose of furnishing through the present plant or future extensions of the same within the limits of the City of San Diego a water supply for the said City and its inhabitants.

The basis of disposition and distribution of the gross receipts arising from the operation of the said water plants combined as aforesaid shall be as follows:

The said trustees shall open an account known as Operating Account, to which shall be charged all taxes and all expenses incident to the operation of such plants as are or may be within the corporate limits of the City of San Diego. To this account shall, if necessary, also be charged a sufficient arbitrary sum to make the same amount in any one fiscal year to the sum of thirty thousand dollars.

They shall also open an account to be known as First Division Account, to which shall be credited all of the receipts of said Company, over and above the said sum of thirty thousand dollars of operating account, up to an amount equal to seventy thousand dollars.

They shall also open an account known as Second Division Account, to which shall be credited all receipts over and above the Operating and First Division Accounts.

At the end of every fiscal year, or as often and at such stated periods of time as the said trustees shall determine, they shall divide between the parties hereto all of the receipts of the said company over and above that which shall be charged to



operating account, in the following manner.

Of the account known as First Division Account, five-sevenths of the same shall be credited and paid to the party of the first part. Two-sevenths of the same shall be credited and paid to the party of the second part.

Of the account known as Second Division Account, sixty-five one-hundredths of the same shall be credited and paid to the party of the first part. Thirty-five one-hundredths of the same shall be credited and paid to the party of the second part.

If the actual operating expenses of said plants as aforesaid shall not equal the amount of thirty thousand dollars, as charged to operating account, the surplus of said account over and above the actual operating expenses shall be divided between the parties hereto by crediting and paying to the party of the first part sixty-five one-hundredths of the same, and crediting and paying to the party of the second part thirty-five one-hundredths of the same.

In case at any time in the future the taxes and operating expenses actually exceed the sum of thirty thousand dollars, the same shall be charged to the operating account, and the balance of the receipts shall be divided in the proportions heretofore mentioned, just the same as though the expenditures were thirty thousand dollars or less, and in case it shall appear to be necessary to extend the plants so operated within the limits of the City of San Diego by the said trustees, the amount of money required therefor shall be charged to operating account, whether the same shall increase the operating account over and above the said thirty thousand dollars, or not, and the balance of the



receipts of the said company shall be divided in the proportion as heretofore mentioned regardless of the fact that the said operating account exceeds the said sum of thirty thousand dollars. Provided, however, that the parties hereto may have the option of furnishing to a joint account for the purposes of such construction as last aforesaid an amount of money which shall be equal to the sum required for the same, the proportion to be furnished by the party of the first part to be sixty-five one-hundredths, and the proportion to be furnished by the party of the second part to be thirty-five one-hundredths.

It is understood that the said trustees under this contract shall, except as hereinbefore provided, determine what items shall constitute operating expenses, but, in no case shall interest upon the bonds, or loans, or salaries of the trustees be included in operating expenses, in determining the amount of profits aforesaid.

In case of a break or washout, or from any other cause beyond the control of the party of the second part, the said flume shall fail to properly operate, it shall be the duty of the party of the second part to repair the same within a reasonable time at their own expense, and the increased expense of operating pumps under such circumstances shall in no wise affect the distribution of divisions of profits as aforesaid determined upon, with the exception as the same increases the cost of operation. Provided that in case the party of the second part shall fail to have said flume in operation for a longer period at any one time than thirty days, the increased expense of operating pumps after the lapse of said thirty days



shall be borne entirely by said party of the second part.

In case the said trustees shall at any time be unable to agree, they shall have the right to select a third party to act with them in the determination of any question, and the decision of either two of said three shall be binding. If they fail to agree upon a third, so to act, the appointment of the third party shall be left to Judge George Puterbaugh or his successor.

Said party of the first part agrees to permit said party of the second part to use its system of pipes for carrying and conducting water to parties outside the limits of said City, the compensation for the use of said system to be fixed by said trustees, it being understood however, that such use shall not in any way interfere with the City service.

This contract shall extend and be binding upon the parties hereto, their successors and assigns for the term of twenty years, beginning on the 6th day of November 1890.

IN WITNESS WHEREOF, the parties hereto have, by resolutions passed by their respective Boards, caused this instrument to be executed in duplicate by E. S. Babcock, Jr. as President of the party of the first part, and J. W. Sefton, as President of the Party of the second part, and caused the Secretaries of the respective companies to attest the same and affix the seals of the respective companies hereto the day and date aforesaid.

( SEAL )  
Attest:  
Joseph A. Flint, Secy.

SAN DIEGO WATER COMPANY  
By E. S. Babcock, President.

( SEAL )  
Attest:  
L. F. Doolittle, Secy.

SAN DIEGO FLUME COMPANY  
By J. W. Sefton, President.



AGREEMENT APPOINTING SAN DIEGO WATER COMPANY SOLE AGENT FOR SALE  
OF FLUME WATER IN CITY LIMITS

This agreement made and entered into this 6th day of November 1890 by and between the San Diego Flume Company, party of the first part, and the San Diego Water Company, party of the second part, WITNESSETH:-

That for and in Consideration of the sum of One Dollar paid to the party of the first part by the party of the second part, the said party of the first part does agree and does hereby make, constitute and appoint said San Diego Water Company its sole agent for the exclusive sale of water within the Corporate limits of the City of San Diego, California, as now established or restricted, excepting the peninsula of San Diego. All sales which said party of the second part may make shall be subject to the approval of the party of the first part; and no sales shall be made without the consent of the party of the first part. This appointment shall continue and be in force during the continuance of a certain contract made between the parties hereto, of date the 6th day of November 1890, and no longer.

In witness whereof the parties hereto have by resolution authorized their respective Presidents to execute this writing in duplicate on behalf of each of said parties.

Attest:

L. F. Doolittle, Secy. ( SEAL )

SAN DIEGO FLUME COMPANY

by J. W. Sefton, President.

Attest:

Joseph A. Flint, Secy.  
( SEAL )

SAN DIEGO WATER COMPANY

by E. S. Babcock, President.



This Agreement made and entered into this      day of July, 1886,  
by and between the City of San Diego, California, and the San Diego  
Flume Company of said city Witnesseth:

That said Flume Company hereby agrees and binds itself to furnish  
and supply to said city, for extinguishing fires, sprinkling streets,  
flushing sewers, irrigating the public park, maintaining fountains,  
filling cisterns or reservoirs and for all municipal and other pur-  
poses for which said city may lawfully contract, good pure mountain  
water from its flumes and pipes in such quantities and at and for  
such times as said city may require, provided that the company shall  
not be required to furnish a less quantity than seven hundred thousand  
gallons per day during the time water is taken by the city nor for a  
less time than      years.

Said water is to be delivered at a place to be designated by the  
board of trustees of said city on the city park or on the mesa within  
a half mile thereof. Said company to have eighteen months in which  
to comply with this contract. And said city hereby agrees and binds  
itself to take said water for a term of not less than      years and  
that for such time as it may require said company to furnish water  
under this agreement it will receive and pay for not less than seven  
hundred thousand gallons of water daily and pay therefor quarterly  
on the first of January, April, July and October of each year the sum  
of ten cents per one thousand gallons.

The failure of said company to comply with this agreement within  
eighteen months shall release said city, at its option, from this  
agreement but shall not release said Flume Company except with the  
consent of the city and said company shall still be bound to furnish  
said water as soon as it may be able to do so, and it is demanded by  
the city, but such failure to comply with the contract within the  
eighteen months shall not subject the company to an action for damages.

(Endorsement on back) "Read & rejected July 21, 1886, by the Board  
of Trustees. H.T. Christian, Clerk."

I HEREBY CERTIFY THAT the above and foregoing is a full, true and  
correct copy of Document 010 on file in the office of the City Clerk  
of San Diego, Cal. Dated, Jan. 23rd, 1920. *Allen H. Wright*  
City Clerk.



OFFICE OF THE SAN DIEGO FLUME CO.,

San Diego, Cal., July 21, 1886.

Hon. Chas. S. Hamilton,

Pres. Board of City Trustees,

Dear Sir:

Our offer to furnish the city water for municipal purposes at the rate of ten cents per one thousand gallons not having been accepted, and having no desire to enter into a controversy over a proposition so manifestly in the interests of the people, we hereby withdraw the same.

Respectfully yours,

Geo. D. Copeland,

Pres. San Diego Flume Co.

.....

I HEREBY CERTIFY that the above is a full, true and correct copy of a letter on file in the office of the City Clerk of the City of San Diego, California.

*Allen H. Wright*

City Clerk, San Diego, Cal.

Dated, Jan. 23rd, 1920.





---T R U S T   D E E D---

--S A N   D I E G O   F L U M E   C O M P A N Y

to

BRYANT HOWARD and R. A. THOMAS--\*

This Indenture made this 24th day of November A.D. 1886, by the "San Diego Flume Company", a corporation duly organized and existing under and by virtue of the laws of the State of California, the party of the first part, and Bryant Howard and R. A. Thomas of San Diego, San Diego County, California, as Trustees, the party of the second part, Witnesseth:-

That said party of the first part for and in consideration of the sum of Five Dollars to it paid by said party of the second part, the receipt whereof is hereby acknowledged and the further consideration of the covenants, promises and agreements contained in a certain Indenture of Agreement with said party of the first part herein and said Bryant Howard and sundry other parties whose names are signed to said Indenture of Agreement, a copy of which said Indenture of Agreement is hereunto attached and made a part of this Indenture, hath granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto said Bryant Howard, and R. A. Thomas, Trustees, the parties of the second part herein, all that certain Real Property situated in the Rancho "Ex Mission" County of San Diego, State of California, bounded and described as follows:- All those portions of Section Seven (7), Eight (8), Seventeen (17) Eighteen (18), Nineteen (19) and Twenty (20) in Township Sixteen (16) South One (1) West, San Bernardino Meridian and Sections Twelve (12), Thirteen (13), Twenty-three (23) and Twenty-four (24) in Township Sixteen (16) South Two (2) West San Bernardino Meridian, which are contained within the boundaries of Tract No. 19, as allotted to John S. Harbison in the partition of said Rancho by Decrees of the Superior Court of said County of San Diego, dated January 7th, 1885, and April 19th, 1886, in the action wherein John M. Luce and



others were plaintiffs and "Commercial Bank of San Diego" and others were defendants. Excepting from above described Section Twenty-three (23), the South East quarter thereof. The above tract so conveyed to contain Three Thousand One Hundred and Forty-five (3145) acres.

To Have and to Hold, unto said party of the second part, their heirs and assigns in trust, and for the uses and purposes set forth in said Indenture of Agreement hereunto attached and made a part hereof. It is hereby especially covenanted and agreed, by said party of the second part, hereto, Trustees as aforesaid, that said party of the first part hereto, the San Diego Flume Company, shall have all and every necessary right of way for flume and pipe line, over and through said above described lands and premises, as its agent, Manager or Superintendent may require, said party of the second part, Trustees as aforesaid hereby covenant, promise and agree, that upon the compliance with and the fulfillment of all and every covenant and agreement contained in said Indenture of Agreement hereunto attached (and made a part hereof) they will be good and sufficient conveyance, reconvey unto said party of the first part herein, or its assigns, all and every portion of the above described property not embraced within the scope and meaning of said Indenture of Agreement, hereunto attached and made a part hereof.

In Witness Whereof, said party of the first part herein, by its President and Secretary, thereunto first duly authorized hath caused its corporate name and seal to be hereunto affixed the day and year first hereinbefore written.

Witness:

W. E. Robinson

S E A L

State of California, }  
County of San Diego, }

SS.

San Diego Flume Company,

By Geo. D. Copeland, President

W. H. Somer, Secretary.

On this 26th day of November, One Thousand Eight.



Hundred and Eighty-six, before me, R. H. Dalton, a Notary Public in and for said County of San Diego, personally appeared George D. Copeland, President and W. H. Somers, Secretary of the San Diego Flume Company, personally known to me to be the President and Secretary of said San Diego Flume Company, of the Corporation that executed the within Instrument and acknowledged to me that such corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, the day and year in this certificate first above written.

S E A L

R. H. Dalton,  
Notary Public.



**-COLONY OF LA MESA-**

Whereas the San Diego Flume Company is now platting the best portion of the red lands upon its Mesa tract of 3145 acres, six miles back of San Diego, 80 acres of which are to be laid out in town lots, 50 by 150 feet, 300 acres in Villa lots and 1000 acres in lots of ten acres each (exclusive of roads through the whole tract) all of which are to be supplied with water from the works of said company, we the Undersigned promise to purchase of said company at \$1000.00 for each ten acre lot and one town lot, the number of said ten acre lots and town lots set opposite our respective names, said one town lot to be included in the price (\$1000.00) for each ten acre lot - Twenty per cent thereof we promise to pay to Bryant Howard and R. A. Thomas as Trustees for ourselves and said Flume Company, as soon as said Company executes and delivers to said Trustees the deed of said 1000 acres, and 100 town lots as aforesaid with water-right for 100 inches attached thereto, in trust to distribute by lot among us on some plan to be agreed upon by said trustees after the completion and filing of the plat of said lands - the remainder of said purchase money is to be paid as called for by said Flume Company, but in sums not exceeding ten per cent per month; provided that when fifteen per cent has been paid in, any lot owner may pay with a note secured by mortgage upon the property he has purchased as aforesaid. All payments are to be made only to said trustees, and all moneys so paid are to be expended only in construction of said Flume Company's Works, dams, tunnels, grading & c., and to be paid only on presentation of Vouchers therefor to said trustees. This agreement is to be binding only when subscriptions hereto amount to seventy-five ten acre lots; and seventy town lots, as aforesaid ---. By its acceptance hereof the said Company hereby agrees to deed said land and water-rights to said trustees, to pipe water to each of said ten-acre lots after completion of its main line to the mesa, and within a reasonable time after request of owner of tract and to give to each owner of said tract its regular perpetual water-right of one miners inch under four inch pressure to each ten acres



with an annual rental rate of \$2.00 per acre per year after water is once taken - By such acceptance said Company further agrees to exchange with any owner of ten acres or more who may be dissatisfied with his allotment, for any other ten acre tract upon its said tract of 3145 acres contiguous to the flume- Said tract so taken in Exchange to be selected by said party so dissatisfied within sixty days after the allotment aforesaid, but such selection must not cover any town or villa lots or any part of the large reservoir site on the Northwest corner of said tract- As a further consideration of the purchase of said ten acre lots, said Flume Company agrees with the subscribers hereto to run its aqueduct into the City of San Diego within a reasonable time after reaching the large reservoir aforesaid and sell water south of the Mission Valley in said City to the Citizens thereof at city rates and in case any person desires to make a special contract at such contract rates; Said Company also agrees to furnish water for said 1000 acres before supplying any other lands South and West of the El Cajon Rancho and outside of the Pueblo of San Diego.

Names.	No. Ten Acre Lots	No. Town Lots.
Bryant Howard	Two (2)	Two (2)
W. R. Rogers	One	One
N. H. Conklin	One	One
Chas. S. Hamilton.	One	One
George W. Marston.	One	One
C. F. Francisco.	One	One
L. M. Holt	One	One
John A. Woods	One	One
D. Gilbert Dexter.	One	One
Mrs. J. M. Pierce	One	One
T. J. Wrampelmeier	One	One
Geo. Puterbaugh	One	One
John H. Carter	One	One
John Ginty	One	One







[illegible][illegible]

**R. A. Thomas.**

Received for record November 29<sup>th</sup> 1886 at 3 o'clock P.M. at request of Woolwine, Sprigg, and Nerney.

**County Recorder**

STATE OF CALIFORNIA }  
COUNTY OF SAN DIEGO } SS.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal, this 19th day of September A.D. 1913.

**By Harold Angier Deputy Recorder**

SEAL



THIS AGREEMENT, Made and entered into the 14th . day of May, A. D., 1887, by and between the SAN DIEGO FLUME COMPANY , a Corporation, duly created, organized and existing under and by virtue of the laws of the State of California, and having its principal place of business at the City of San Diego in the County of San Diego, State of California, the party hereto of the first part, and the JUNIPIERRO LAND AND WATER COMPANY, also a Corporation, organized and existing under and pursuant to the laws of said State, and having its principal place of business at the City of San Diego aforesaid in the State aforesaid, party hereto of the second part,

WITNESSETH: That in consideration of the grants and covenants and agreements hereinafter made and stipulated to be performed by said party of the second part, the party of the first part aforesaid does hereby grant to said second party the privilege at the option of it the said second party to purchase from the said first party at any time within two years from the date hereof, the perpetual right to a supply from the works of said first party of all the water needed by said second party or its assigns for irrigation and domestic purposes on those certain parcels of land situated in said County of San Diego and designated as tracts sixty-six, sixty-seven, sixty-eight and sixty-nine on the partition map of the Rancho Mission of San Diego filed in the office of the Clerk of the Superior Court of said County, January 14th. 1886, also so much of tract seventy per said map as lies South of the San Diego River; provided however that said second party shall not be entitled to claim or purchase under the option above granted more than one inch of water measured under a four-inch pressure for each fifteen acres of land included in said tracts - the same estimated on the basis of a continuous flow; and the right to purchase the same shall be upon terms and subject to restrictions



as follows: The said water shall be taken by said second party from the main aqueduct or flume of said first party or it may be pumped by the second party from the reservoir of said first party and shall be taken in quantities of not less than five miner's inches measured under a four inch pressure and thence up to the above specified limit of one inch to each fifteen acres of land.

And if taken from the main line of said aqueduct or flume said second party may select the points of diverting the same; and the taking of such water by said second party shall be subject to the rules and regulations established by said first party for the sale and distribution of its water to the consumers thereof including the right to diminish the supply of water to said second party pro rata with all other consumers in case of shortage without the right of said second party to claim damages for such diminution; and the water allowed to said second party pursuant to this contract or under the option above granted shall be for use only on the tracts of land above described and not elsewhere; said second party shall pay to said first party for such water the sum of ten cents for each one thousand gallons received from the party of the first part; the whole amount of water needed by said second party for the uses aforesaid on said lands shall be ascertained and specified within the aforesaid period of two years, and in case said second party shall fail within said period of two years to notify the first party of the quantity of water required for such uses then said first party shall be at liberty to dispose of the whole of the water in its flume and reservoir to other consumers. And said party of the second part in consideration of the premises does hereby grant to the said party of the first part the right of way for the aqueduct and flume which said first party shall construct across the tracts of land above described or any



part of the same; also as much of said lands for purposes of a dam and reservoir and the flooding to be occasioned thereby as the party of the first part shall cover with such dam when completed and submerge under the water to be contained in such reservoir, provided that such dam (which with the said reservoir shall be constructed in the North branch of Chappell Canon in said tract sixty-seven and sixty-eight) shall not exceed one hundred feet in height; and said second party also grants to said first party the right to divert from the San Diego River above El Cajon the portion of the water of said River appertaining to the tracts of land aforesaid as specified and reserved in the report of the Partition of the Rancho Mission of San Diego made under order of the Superior Court of said County. The right of way above granted includes a strip of land fifty feet in width to be located along the line of said first party's flume or aqueduct, but the same may be used for purposes of a street where such use will not interfere with the maintenance or repair of said flume or other aqueduct or the proper and convenient use of the latter. And said second party further agrees that if pursuant to the option granted by the first party as aforesaid it the said second party shall elect to purchase said water upon terms above stipulated then it and its assigns will take from said first party or its assigns all the water needed for the aforesaid uses on said lands, not exceeding the limit above allowed, and will pay therefor the price aforesaid.

It is further agreed and stipulated between said parties that the party of the second part may use any water in said flume at any point on the lands above described and before the discharge of such water into said reservoir at any time of the day or night when the same is not required for use by any person or corporation to whom the said party of the first part has heretofore granted the use of such water power, and in case of the forfeiture or --



other determination of any contract between said first party and any other person now existing having for its object the granting of said water power then the said party of the second part shall have the right to use the said water power for the period of six hours per day, to wit: from eleven O'clock P.M., of each day to five O'Clock A.M. of the day next following- but such use of said water power to be made by said second party shall be subject to the same conditions expressed in a certain contract made between the said San Diego Flume Company and Chas. F. Francisco and David Gochenauer on the 28th. day of December, 1886, to be observed by said Francisco and Gochenauer in the use of said water and water power- which said contract is recorded in the 1st. Volume of the minutes of the Board of Directors of said Flume Company at pages 46, 47, 48, and 49.- and such use shall be for the sole purpose of operating a pumping apparatus to raise water from said flume or reservoir for irrigation or application to domestic uses on such parts of the land described above as lie above the level of said flume in any part of its course through said land, but the water so applied to such higher parts of said land shall be paid for at the rate aforesaid and the waste resulting from the operation of such pumping apparatus shall be returned to the said reservoir or flume uncontaminated in quality.

Further the said party of the second part shall have the right to plant with trees and use as a park any part of the land above described granted for the purposes of the said reservoir down to a line fifty feet distant from the contour line of the highest water in said reservoir, but the party of the first part may at any time raise its said dam to the above limited height of one hundred feet and remove all improvements trees and other vegetation on said land up to a line fifty feet distant from the line of submergence - -



caused by such elevation of said dam.

IN WITNESS WHEREOF the said parties respectively have caused their corporate names to be affixed to these presents by their proper officers for that purpose duly authorized.

San Diego Flume Company,

By Geo. D. Copeland, President.

" L.F. Doolittle, Secretary.

( S E A L )

Junipierro Land and Water Company,

By Chas. J. Fox, President.

and O.S. Hubbell, Secretary

---- oOo ----

State of California }  
County of San Diego } SS.

On this 6th day of May one thousand eight hundred and eighty seven, before me, FRANK F. HIGGINS, a Notary Public in and for said County of San Diego, personally appeared - Geo. D. Copeland and L. F. Doolittle, personally known to me to be the President and Secretary, respectively, of the San Diego Flume Company, the corporation that executed the within instrument, and acknowledged to me that such Corporation executed the same.

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

( S E A L )

FRANK J. HIGGINS. Notary Public

---- oOo ----

State of California }  
County of San Diego } SS.

On this 14th day of May one thousand eight hundred and eighty seven, before me, FRANK F. HIGGINS, a Notary Public in and for said County of San Diego, personally appeared - Chas. J. Fox and O. S. Hubbell, personally known to me to be the President and Secretary, respectively, of the Junipierro Land and Water Company, the Corporation that executed the within instrument, and acknowledged to me that such Corporation executed the same.

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

( S E A L )

FRANK J. HIGGINS, Notary Public.



Saturday May 14th, 1887.

BOARD OF DIRECTORS of the Junipierro Land  
and Water Company met, all the Directors being present.

On motion the following resolution was passed  
by a unanimous vote:

" The President and Secretary are authorized to  
sign a certain agreement with the San Diego Flume Company  
in regard to a supply of water for irrigation and other  
uses, and other mutual agreements between the two  
Companies, including rights -of-way and ground for a  
Reservoir."

I certify the above to be a correct copy of  
said resolution.

CHAS. J. FOX, Prest.  
Junipierro Company.



(Received this notice }  
{ this 11th April 1889 }  
{ Wm. H. Ferry, V. Prest. }

JUNIPERO  
LAND and WATER CO.

Office M. E. Church Block, 1318 D St.  
San Diego, Cal. April 10th, 1889.

L. F. Doolittle, Esq.,

Secty. S.D. Flume Co.

Dear Sir:

In accordance with a provision of the agreement made the 14th day of May 1887 between the San Diego Flume Company, and The Junipero Land & Water Company requiring the latter Co. to notify the former Co. within two years from said date as to the "whole amount of water needed."

The amount of water provided for in said agreement is as follows: In lots 66, 67, 68, and 69, containing 4689 acres and in the portion of lot 70 lying south of the river about 3840 acres, aggregating 8529 acres which at the rate of one inch of water for each 15 acres would be about 568 inches miners measurement as per the terms of the agreement. I am therefore directed by the President of this Co. to notify you that the amount above named, viz, 568 inches of water will be required by this Co.

Respectfully, D. GAMMAN, Secty.

(See Atty's }  
{ Opinion }  
{ filed }  
{ Elsewhere }



1  
THIS AGREEMENT was made and entered into this 24th day of July 1888, by and between the San Diego Flume Company, a corporation organized and existing under the laws of the State of California, party of the first part, and the San Diego and Coronado Water Company, a corporation organized and existing under the laws of said State, party of the second part,

**W I T N E S S E T H:**

THAT WHEREAS the said parties are organized for the purpose among other things, of furnishing to the people of the City of San Diego good pure water in sufficient quantities, at the lowest price compatible with their interest, and at as early a day as possible, and

WHEREAS the party of the second part now has its engines, water pipes, and all other machinery and appliances necessary to conduct and distribute water to the inhabitants of said City and

WHEREAS the party of the first part has its reservoirs and flume line about completed and an ample supply of pure mountain water, NOW THEREFORE:

In order that the said water of the Flume Company may be conducted to and supplied to the people of said City by and through the mains and pipes of said Water Company and without the delay and inconvenience to the public--such as tearing up the Streets for purpose of laying mains and pipes by said Flume Company, it is by said parties stipulated and agreed:

1. That the said party of the first part is to furnish to the party of the second part all of the water of a quality



satisfactory to the City Trustees necessary to supply the said inhabitants of the City, the same to be delivered to the party of the second part at the point where its pipe now crosses the Easterly Pueblo line in University Heights in said City of San Diego; said water to be furnished as soon as the works of the party of the first part are so far completed as to enable it to furnish the same.

2. The party of the second part agrees to receive said water as soon as notified by party of the first part of its readiness to deliver it and to conduct and supply the same to the inhabitants of said City at legally established rates and binds itself to receive and pay for not less than an average of one million gallons per day during each year while this contract shall remain in force.

3. The party of the second part shall pay to the party of the first part on the 1st days of February, May, August and November of each year for said water per thousand gallons an amount equal to the average cost per thousand gallons of pumping all its water for the supply of the City of San Diego by the party of the second part at its water works near Old Town in said City for the six months ending at the time the party of the first part is ready to deliver the water as above provided; such expense of pumping to include the wages of the engineers and firemen and other labor employed in and about the wells and pumping works, the cost of fuel and oil and waste and all other incidental expenses connected with the pumping of the water, such expense to be agreed upon by the Presidents of the parties hereto respectively if they are able to agree upon the same, if not, by



experts, one to be selected by each of said Presidents, they to select a third if required by either of the parties. Each of said quarterly payments to include the amount due for water furnished during the previous quarter, ending thirty days prior to day fixed for payment.

In consideration of the above the party of the first part shall have the option to buy the franchises, stock, mains, pipes, water rights, engines, pumps and all other property owned by the party of the second part at any time during the continuance of this contract upon giving three months notice to the party of the second part of its intention to buy at the expiration of such notice, said purchase to be made upon the basis of six per cent of the net earnings of said party of the second part for the six months ending with said three months notice and the date of such purchase, and should said notice be given, said party of the first part shall be bound to, complete the purchase. The purchase money to be paid in cash and the party of the first part to take said property subject to the debts of the party of the second part to be deducted from the purchase price. This provision for the purchase and sale of said franchises, stock and property of the party of the second part is made subject to the approval and ratification of the parties hereto respectively and it is understood and agreed that upon such purchase being made and the purchase price being paid the stockholders of the party of the second part shall assign and the President of said party convey by the proper conveyance to such corporation, person or persons as the party of the second part may indicate the stock and property of said Company.



This contract shall continue in force for one year from the time notice is given by the party of the first part of its readiness to furnish the water and may, after the expiration of said one year, be terminated by either party upon three months notice and not otherwise. Executed in duplicage the day and year first above written.

(Signed) San Diego Flume Company

By Bryant Howard, President

By L. F. Doolittle, Secretary

(Signed) San Diego & Coronado Water Company

By E. S. Babcock, Jr., President.

By Joseph A. Flint, Secretary

The above contract was submitted to the Board of Directors at a meeting held at our office July 24th and was by them ratified and approved.

(Signed) Joseph A. Flint, Secty.

San Diego

July 25th, 1888.



THIS AGREEMENT made this 25th day of July 1888 by and between the San Diego Flume Company and the San Diego and Coronado Water Company W I T N E S S E T H that in consideration of a contract entered into between the parties hereto bearing date July 24th 1888 it is agreed on the part of the said Flume Company that it will not during the continuance of said contract sell to the inhabitants of said City or any person, Company or Corporation any water to be so supplied, so long as said Water Company supplies to said City, and all of its inhabitants, a full and sufficient supply of water from the Flume of said Flume Company at rates to be fixed as required by law.

PROVIDED: that this agreement shall not apply to, or prevent the Flume Company from contracting for a supply of water to the College Hill Land Association and the Point Loma Land and Water Company as already agreed upon.

(Signed) San Diego Flume Company

By Bryant Howard, President

Attest:

L. F. Doolittle, Secretary



This Agreement, made and entered into this the first day of February, A.D. 1889, by and between The San Diego Flume Company, a corporation organized under the laws of the State of California, the party of the first part, and The Loma Water Company, a corporation organized and acting under the laws of the State of California, the party of the second part;

Witnesseth, that the said party of the first part hereby agrees to sell to the party of the second part such amount of water from its flume, as the party of the second part may require for use for irrigation, sale or domestic purposes, not less than twenty thousand and not to exceed one million gallons per day, in that portion of the Peninsula of Point Loma that lays southwardly of a line drawn from the Bay of San Diego to False Bay, said line beginning on the Bay of San Diego at the south east corner of lot number 230 of the Pueblo of San Diego and running thence along the north line of lots number 230, 229, 227, 225, 209, 210, 211, 212 and 213 to said False Bay, said lots being described in accordance with the Poole map of said Pueblo; and said party of the first part agrees to deliver said water to the said party of the second part at any point along its main pipe line that the party of the second part may designate, and agrees to permit the said party of the second part to tap and make any connection with its said pipe line that may be needed for the purpose of delivering said water.

And as a consideration for the water received by the party of the second part from the party of the first part, the said party of the second part agrees to pay to the party of the first part the sum of twelve and one half cents for each and every thousand gallons of water so received by it. And the party of the second part agrees to take all the water used by it or its assigns



in said territory, not less than twenty thousand nor more than one million gallons per day, from the party of the first part, and from no other person or corporation whomsoever or whatsoever; provided, however, that should the party of the first part fail at any time from accident or otherwise, as hereinafter provided for, to furnish sufficient water to the party of the second part, the party of the second part or its assigns shall have the right to procure water from the San Diego River, or from any other source, for the purpose of supplying the temporary demands of its consumers.

The party of the first part agrees that, as above limited, it will supply all the water required by the party of the second part or its assigns, and of good quality, at all times during the continuance of this contract; provided, however, that its supply be not shortened, or its power of delivery thereof prevented or abridged by the act of God or the elements, or failure of the average rainfall in the mountains, or by operation of law, public enemies, or by riot, insurrection or by accident to the machinery or plant of the party of the first part, said party of the first part, however, in any and all events to use due diligence in complying with its contract on this behalf.

And provided further that the party of the first part shall have the right to stop the continuous flow and delivery of such water to the party of the second part for the period of twenty four hours at any time when such cessation may become necessary or convenient for the purpose of enabling it to make repairs or additions to or alterations in its system of supply or delivery of such water, upon giving notice of its intention to so suspend such delivery of water for at least two days prior to such cessa-



tion, and filling all reservoirs of party of the second part before such cessation.

The account for the water so supplied and received shall be adjusted by and between the parties hereto on the first day of each month for the last preceding month, upon the basis of the quantity of water shown to have been delivered by the meters in use for that purpose, and the party of the second part shall pay the amount found by the adjustment of such account to be due to the party of the first part on or before the first day of the next month. The water so delivered shall be measured by meter or meters selected and furnished by the party of the first part but such meters shall be required and used as shall and will register correctly the number of standard gallons passing through the same, and shall be subject to be tested by competent inspectors from time to time appointed for that purpose by either party.

And it is especially stipulated and agreed that if the party of the second part shall at any time fail to pay the amount found by such adjustment to be due to the party of the first part, or any part thereof, for the period of sixty days next ensuing after such adjustment, or if the party of the second part shall fail or refuse to make such adjustment as above provided for for the period of thirty days after the day herein provided for for such adjustment, then the party of the first part shall, in addition to its ordinary rights by civil action, have the right by its agents or by a receiver legally appointed on that behalf by any court of competent jurisdiction to enter upon and take possession of the office of the collector of water rates of the party of the second part, and shall have the right thereupon to take possession of all books and papers connected with the collection of such water rates, and shall



have the right to demand, collect, sue for and receive from the consumers of the water of the party of the second part, and to receipt to such consumers, for all rates due said party of the second part until the amount due the party of the first part, together with the expenses of collecting the same, shall have been fully paid.

It is further agreed by and between the parties hereto that this contract shall continue and be in force for the space of twenty five years from the date of the signing hereof; provided, that unless said party of the second part or its assigns shall make the necessary connections and begin to receive water within six months from this date, then this contract to be void.

And it is expressly agreed and stipulated by and between the parties hereto, and their successors and assigns, that this contract shall apply to and bind the successors and assigns of either or both the parties hereto, as fully as it applies to and binds the original parties hereto.

In Witness Whereof, the parties have hereunto set their corporate names and seals by their respective presidents, duly authorized thereunto by resolution duly passed and recorded on their behalf by the Boards of Directors of said corporations.

(Signed) San Diego Flume Company

By Bryant Howard, President

By L. F. Doolittle, Secretary

(Signed) The Loma Water Co

By C. S. Chamberlain, President.



CITY WATER CONTRACT WITH SAN DIEGO WATER COMPANY

Contract made this 6th day of November, 1890, between the San Diego Water Company, of the first part, and the San Diego Flume Company, of the second part, both parties being corporations of San Diego, California, WITNESSETH:-

That the respective parties hereby appoint E. S. Babcock and J. W. Sefton as Trustees. To these trustees they hereby assign and give the absolute control of their respective properties as far as the same may be confined to the corporate limits of the City of San Diego, as the same are now established or may hereafter be extended, or restricted, except the Peninsula of San Diego. Said trustees shall in trust hold, operate and control said respective properties for the benefit and use of the respective parties of the first and second part in manner as herein mentioned.

Each party hereto has named one of said trustees, said Babcock by the party of the first part, and said J. W. Sefton by the party of the second part, and the said trustees so named by each party hereto shall hold his office of trustee subject to the will of the party hereto naming him, and either party hereto may at any time, by resolutions spread upon its minutes, and service of a certified copy thereof upon the opposite party, remove its said appointee and appoint a successor, and said successor shall take and hold his office of trustee the same as if his name had been originally inserted herein and subject to the terms and conditions hereof. The compensation of each trustee shall be fixed and paid by the party hereto appointing him.

The use, operation and control of these properties by the said trustees shall be for the purpose of furnishing the water supply to the City of San Diego and its inhabitants. The profits arising therefrom to be subject to the control and use of the parties hereto, as herein-after mentioned. Said parties hereto agreeing to combine their joint endeavor for the advancement of their respective interests under this trust, subject to the conditions as hereinafter mentioned.



The said party of the first part furnishes its entire plant and any extension of the same for the free use and occupation as the said trustees may determine, for the uses and purposes of this contract and the supply of the City of San Diego and its inhabitants with water, and guarantee that the said present system of pipes as now operated by them is in good condition, of good construction, of sufficiently strong pipe and adequate to perform the service required by the inhabitants of the City of San Diego at this time, and agree to maintain the same in the same condition, ordinary wear and tear and replacement of present house connections with lead when the same shall be deemed necessary excepted. It is understood and agreed, however, that the party of the first part does not agree to replace the riveted sheet iron pipe and Kalamein pipe now laid between the terminus of the flume pipe near the East Pueblo line, and the North end of Fifth Street, with one branch extending thence to the pumps near Old Town, and another branch running South on Fifth Street to a point near the Keating residence where it joins the cast iron pipe and what Kalamein pipe there may be in the pipe line extending from the pumps to Pacific Beach. All material of any kind now on hand or enroute is usable for any repairs or construction without cost to the trustees under this contract. Provided, however, that transportation expenses on material en route shall be chargeable to the operating account.

Said party of the second part agrees to deliver at a point in their flume or pipe line where the same does now or may hereafter intersect the present or future limits of the City of San Diego, a water supply of a good quality for domestic purposes sufficient for the use of the City of San Diego and its inhabitants, and under a pressure of at least sixty pounds. The said water to be used by the said trustees for the exclusive purpose of furnishing through the present plant or future extensions of the same within the limits of the City of San Diego a water supply for the said City and its inhabitants.

The basis of disposition and distribution of the gross receipts arising from the operation of the said water plants combined as afore-



said shall be as follows:

The said trustees shall open an account known as operating account, to which shall be charged all taxes and all expenses incident to the operation of such plants as are or may be within the corporate limits of the City of San Diego. To this account shall, if necessary, also be charged a sufficient arbitrary sum to make the same amount in any one fiscal year to the sum of thirty thousand dollars.

They shall also open an account to be known as First Division Account, to which shall be credited all of the receipts of said company, over and above the said sum of thirty thousand dollars of operating account, up to an amount equal to Seventy thousand dollars.

They shall also open an account known as Second Division Account, to which shall be credited all receipts over and above the Operating and First Division Accounts.

At the end of every fiscal year, or as often and at such stated periods of time as the said trustees shall determine, they shall divide between the parties hereto all of the receipts of the said company over and above that which shall be charged to operating account, in the following manner.

Of the account known as First Division account, five-sevenths of the same shall be credited and paid to the party of the first part. Two sevenths of the same shall be credited and paid to the party of the second part.

Of the account known as the Second Division Account, sixty five one-hundredths of the same shall be credited and paid to the party of the first part. Thirty-five one-hundredths of the same shall be credited and paid to the party of the second part.

If the actual operating expenses of said plants as aforesaid shall not equal the amount of thirty thousand dollars, as charged to operating account, the surplus of said account over and above the actual operating expenses shall be divided between the parties hereto by crediting and paying to the party of the first part sixty-five one-hundredths of the same, and crediting and paying to the party of the second part thirty-five one-hundredths of the same.



In case at any time in the future the taxes and operating expenses actually exceed the sum of thirty thousand dollars, the same shall be charged to the operating account, and the balance of the receipts shall be divided in the proportions heretofore mentioned, just the same as though the expenditures were thirty thousand dollars or less, and in case it shall appear to be necessary to extend the plants so operated within the limits of the City of San Diego by the said trustees, the amount of money required therefor shall be charged to operating account, whether the same shall increase the operating account over and above the said thirty thousand dollars, or not, and the balance of the receipts of the said company shall be divided in the proportion as heretofore mentioned regardless of the fact that the said operating account exceeds the said sum of thirty thousand dollars. Provided, however, that the parties hereto may have the option of furnishing to a joint account for the purposes of such construction as last aforesaid an amount of money which shall be equal to the sum required for the same, the proportion to be furnished by the party of the first part to be sixty-five one-hundredths, and the proportion to be furnished by the party of the second part to be thirty-five one-hundredths.

It is understood that the said trustees under this contract shall, except as hereinbefore provided, determine what items shall constitute operating expenses, but, in no case shall interest upon the bonds, or loans, or salaries of the trustees be included in operating expenses, in determining the amount of profits aforesaid.

In case of a break or washout, or from any other cause beyond the control of the party of the second part, the said flume shall fail to properly operate, it shall be the duty of the party of the second part to repair the same within a reasonable time at their own expense, and the increased expense of operating pumps under such circumstances shall in no wise affect the distribution or divisions of profits as aforesaid determined upon, with the exception as the same increases the cost of operation. Provided that in case the party of the second part shall fail to have said flume in operation for a longer period at any



One time than thirty days, the increased expense of operating pumps after the lapse of said thirty days shall be borne entirely by said party of the second part.

In case the said trustees shall at any time be unable to agree, they shall have a right to select a third party to act with them in the determination of any question, and the decision of either two of the said three shall be binding. If they fail to agree upon a third, so to act, the appointment of the third party shall be left to Judge George Puterbaugh or his successor.

Said party of the first part agrees to permit said party of the second part to use its system of pipes for carrying and conducting water to parties outside the limits of said City, the compensation for the use of said system to be fixed by said trustees, it being understood however, that such use shall not in any way interfere with the City service.

This contract shall extend and be binding upon the parties hereto, their successors and assigns for the term of twenty years, beginning on the 6th day of November 1890.

IN WITNESS WHEREOF, the parties hereto have, by resolutions passed by their respective Boards, caused this instrument to be executed in duplicate by E. S. Babcock, Jr. as President of the party of the first part, and J. W. Sefton, as President of the party of the second part, and caused the Secretaries of the respective companies to attest the same and affix the seals of the respective companies hereto the day and date aforesaid. (SEAL)

San Diego Water Co.

By E. S. Babcock  
President.

Attest  
Joseph A. Flint,  
Secy.

San Diego Flume Co.

By J. W. Sefton,  
President.

(SEAL)  
Attest  
L. F. Doolittle  
Secy.



COPY

AGREEMENT

Appointing San Diego Water Co. Sole Agent  
for Sale of Flume Water in City Limits.

This agreement made and entered into this 6th day of November, 1890, by and between the San Diego Flume Company, party of the first part, and the San Diego Water Company, party of the second part WITNESSETH:

That for and in consideration of the sum of one dollar paid to the party of the first part by the party of the second part, the said party of the first part does agree and does hereby make, constitute and appoint said San Diego Water Company its sole agent for the exclusive sale of water within the corporate limits of the City of San Diego, California as now established, or as said limits may hereafter be established or restricted excepting the peninsula of San Diego. All sales which said party of the second part may make shall be subject to the approval of the party of the first part; and no sales shall be made without the consent of the party of the first part. This appointment shall continue and be in force during the continuance of a certain contract made between the parties hereto, of date the 6th day of November 1890, and no longer.

IN WITNESS WHEREOF, the parties hereto have, by resolution authorized their respective Presidents to execute this writing in Duplicate on behalf of each of said parties.

( S E A L ) San Diego Flume Co.

Attest:  
L. F. Doolittle.  
Secy.

By J. W. Sefton, Prest.

San Diego Water Co.

Attest:  
Joseph A. Flint  
Secy. ( S E A L )

By E. S. Babcock, Prest.



THIS AGREEMENT made and entered into this 22nd day of March, A.D. 1902, by and between the San Diego Flume Company, a corporation, party of the first part, and the City of San Diego, acting herein by and through its Board of Public Works, party of the second part, WITNESSETH:

WHEREAS, urgent necessity exists for the use of the pump hereinafter described, which is needed by said city in the operation of its water-works; and whereas the estimated cost of such use does not exceed the sum of Two Hundred Dollars;

NOW THEREFORE, this agreement of lease is made without advertising for sealed proposals.

The party of the first part hereby leases and lets unto the party of the second part for use in its water works for the period of not to exceed sixty (60) days from this date, the following described pump to-wit: one Deming Triplicate Pump, diameter of plungers 8- $\frac{1}{2}$  inches, length of stroke 8 inches, the same being the pump now at La Mesa Dam, at and for the rental of one dollar (\$1.00) per day, said rental to commence on the day on which said pump shall be moved from where the same now is at La Mesa Dam in the County of San Diego to the place where the said City desires to use the same, and to continue at the said rate of one dollar per day until the same shall be returned to said La Mesa Dam.

The party of the second part agrees to return said pump at the expiration of this lease in as good condition as the same now is, reasonable wear and tear excepted.

IN WITNESS WHEREOF the said corporation has caused its name to be hereunto affixed by its agent, and the said City of San Diego has caused these presents to be executed by its Board of Public Works.

San Diego Flume Company,  
By L. Mansur, Superintendent.

W. J. Davis,  
C. C. Hakes,  
Andrew Cassidy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Document No. 279 B on file in the office of the City Clerk of San Diego, Cal.  
Dated, Jan. 23rd, 1920.

*Allen H. Wright*  
City Clerk.



THIS AGREEMENT, made and entered into this 16th day of April, 1902, by and between the San Diego Flume Company, a corporation, party of the first part, and the City of San Diego, a municipal corporation acting herein by and through its Board of Public Works, party of the second part, WITNESSETH:

The party of the first part agrees to furnish water to the amount of one million gallons per day, more or less, it being agreed that the said City of San Diego shall have such quantity of water as may be needed to supply it, and the inhabitants thereof, from the La Mesa Reservoir, to be measured by meter at the meter house of the party of the first part, located on the El Cajon Boulevard near the eastern boundary of the said City of San Diego, to the said party of the second part for a period of not to exceed thirty (30) days, beginning on the 17th day of April, 1902, at and for the price of five (5) cents per thousand gallons.

The party of the second part agrees to pay for said water as follows: water furnished during the month of April, 1902, shall be paid for on the first day of May, 1902; water furnished during the month of May, 1902, shall be paid for on the first day of June, 1902.

It is expressly agreed and understood that the said water shall be ~~furnished~~ supplied only from the store of water now in the La Mesa Reservoir, or which may be stored therein during the life of this contract.

It is expressly agreed that the quantity of water to be furnished under this contract shall not exceed one hundred million gallons.

It is agreed that the party of the second part, by its officers and employees, may have access at all convenient times to the said meter house for the purpose of reading the meters therein through which said water shall pass.

It is further agreed that the said party of the first part shall not, in any way, be liable in damages for failure to furnish said water on account of any accident or injury to the water-works.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed by its Superintendent, and the party of the second part by its Board of Public Works, who have thereunto been



duly authorized by an ordinance of said city, being Ordinance number 968 of the ordinances of said city, passed on the 5th day of August, 1901, and approved by the Mayor of said city on the 6th day of August, 1901.

San Diego Flume Company,

By L. Mansur, Superintendent.

The City of San Diego

By its Board of Public Works,

W.J. Davis, Chairman.

Attest: F.H. Dixon, Secretary.

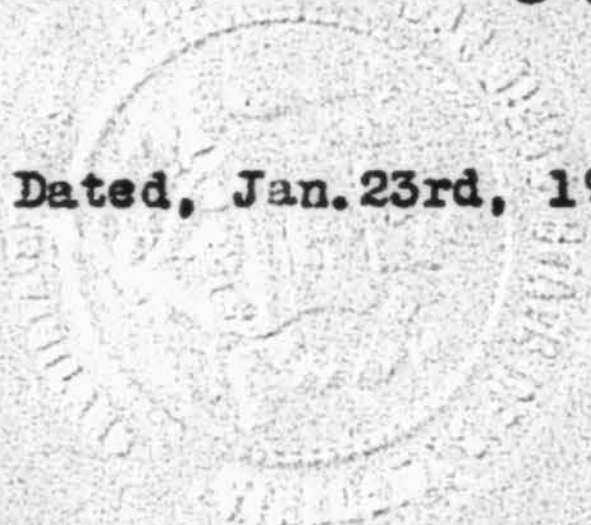
The form of the above and foregoing contract is hereby approved.

H.E. Doolittle, City Atty., by W. Parrish, Deputy  
City Atty., Dated the 17th day of April, 1902.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Document No. 280 B on file in the office of the City Clerk of San Diego, Cal.

*Allen H. Wright*  
City Clerk.

Dated, Jan. 23rd, 1920.





THIS AGREEMENT, made and entered into ~~this~~/16~~th~~/day of in duplicate this 25th day of June, 1902, by and between THE SAN DIEGO FLUME COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, with its principal place of business in the City of San Diego, County and State aforesaid, the party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation, organized and existing under and by virtue of the laws of the State of California, with its principal place of business in the said County of San Diego, party of the second part, WITNESSETH:

The said party of the first part, for and in consideration of the covenants and agreements herein contained on behalf of the said party of the second part, hereby covenants and agrees with the said party of the second part that it will furnish to the said party of the second part, for its use and the use of the inhabitants thereof, at and for five (5) cents per thousand (1,000) gallons, good, fresh water fit and proper for domestic use from the La Mesa Reservoir, situated in the County of San Diego, State of California, during the months of June, July, August, September, October and November, 1902, provided that the amount thereof shall not exceed the amount of water demanded by, and necessary to supply the consumers of said City with water over and above the amount that can at any time during said months be furnished by the pumping plants of the water distributing system of said city in Mission Valley, in operation at the time said water is being so furnished, and that such amount of water shall not exceed thirty million (30,000,000) gallons in any one month during said time. Said water to be furnished by the party of the first part only to the extent of the actual supply of water in store in the La Mesa Reservoir, and which is not needed for the purpose of supplying the consumers of water under the flow of said La Mesa Reservoir. Said water to be delivered to said party of the second part, and measured by the meters at the meter house of the said party of the first part located on El Cajon Boulevard near the Eastern boundary of said city.



The said party of the second part for and in consideration of the covenants and agreements herein contained on behalf of the said party of the first part hereby covenants and agrees that it will purchase of and from the said party of the first part, during the months of June, July, August, September, October and November, 1902, good fresh water fit and proper for domestic use, for its use and the use of its inhabitants, provided, the amount thereof shall not exceed the amount of water demanded by, and necessary to supply the consumers of the said City of San Diego with water over and above the amount that can at any time during said months be furnished by the pumping plants of the water distributing system of the said City of San Diego in Mission Valley, in operation at the time said water is being so furnished, at and for the sum of five (5) cents per thousand (1000) gallons, provided, that the amount of said water shall not exceed thirty million (30,000,000) gallons during any one month during said time. The water furnished in any one month to be paid for on the first Thursday of the following month in warrants drawn on the water fund thereof, provided, that proper claims of the said party of the first part are presented to the auditing committee therefor.

IT IS HEREBY FURTHER AGREED by and between the parties hereto that the officers and employees of the water department of the said party of the second part may have access, during business hours, to the said meterhouse for the purpose of reading the meter therein, through which said water is to be delivered, and that the said party of the first part shall not be in any way liable for damages for a failure on its part to furnish said water on account of any accident or injury to its water works or on account of any act over which it has no control and that the quality of all water furnished by the said party of the first part to the said party of the second part, during said time, shall be satisfactory to the said Board of Public Works of said City.



IT IS HEREBY FURTHER AGREED by and between the said parties hereto that all water delivered to, and received by the said party of the second part, under this contract, shall be paid for at the rate of five (5) cents per one thousand (1,000) gallons, provided, that if the said Board of Public Works shall at any time during said months determine that said water is not good fresh water fit and proper for domestic use, the furnishing of all water shall immediately cease upon twenty-four (24) hours notice being given to the said party of the first part by the said Board of Public Works, and thereafter no water furnished after the giving of such notice shall be paid for by the said party of the second part, which the said Board of Public Works shall have determined to be not good fresh water fit and proper for domestic use.

IT IS HEREBY FURTHER AGREED, by and between the said parties hereto, that in no case, unauthorized by the Charter of the said City of San Diego, will the said City, or any department or official thereof, be liable for any portion of the said contract price.

IT WITNESS WHEREOF the said party of the first part has authorized these presents to be executed in its name, for and on its behalf, and as its act and deed by its President, and the execution thereof to be attested by its Secretary, by affixing thereto his signature and the corporate seal of said corporation, this 25th day of June, 1902.

San Diego Flume Company

By M.C. Healion, President of the San Diego

(Seal)

Flume Company.

Attest:

Walter Carnes,

Secretary of the San Diego Flume Company.

IN WITNESS WHEREOF the said party of the second part, by Ordinance No. 1151 of the Ordinances of the said City, approved the 17th day of June, 1902, has authorized these presents to be executed in its name for and on its behalf, and as its act and deed by the Mayor of the said City of San Diego, and the execution thereof to be attested by the City Clerk of said City by affixing thereto his signature and the corporate seal of said City this 25th day of June, 1902.



The City of San Diego

By Frank P. Frary, Mayor of the City of

(Seal) Attest:

San Diego, California.

Geo. D. Goldman, City Clerk of the City of San Diego, California.

By H. W. Vincent, Deputy.

I hereby approve the draft of the foregoing contract this 24th day of June, 1902.

H. E. Doolittle,

City Attorney of the City of San

Diego, California.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Document No. 2009 on file in the office of the City Clerk of San Diego, California.

Dated, Jan. 23rd, 1920.

*Allen D. Wright*  
City Clerk.





THIS AGREEMENT, made, entered into, and executed in duplicate, this 28th day of February, 1903, by and between the San Diego Flume Company, a corporation organized and existing under and by virtue of the laws of the State of California, with its principal place of business in the City of San Diego, County of San Diego, State of California, the party of the first part, and the City of San Diego, a municipal corporation organized and existing under and by virtue of the laws of said State, located and situated in the said County of San Diego, State of California, the party of the second part, WITNESSETH:

That the said party of the first part, for and in consideration of the covenants and agreements herein contained on behalf of the said party of the second part, hereby covenants and agrees with the said party of the second part that it will furnish, sell and deliver to the said party of the second part, for its use and for the use of the inhabitants thereof, at the rate of four (4) cents per one thousand (1000) gallons, good fresh water, fit and proper for domestic use, from its flume and pipe line, situated in the said County of San Diego, from the second day of March, 1903, to the first day of May, 1903, and as long thereafter at the same rate as the said party of the first part can supply good fresh water, fit and proper for domestic use, to the said City of San Diego and the inhabitants thereof from the running streams through its said flume and pipe line.

That after the first day of May, 1903, and after the said party of the first part shall cease to be able to furnish water to the said party of the second part from said running streams through its said flume and pipe line, then the said party of the first part agrees to furnish good fresh water, fit and proper for domestic use, to the said City of San Diego from its La Mesa Reservoir, situated in the said County of San Diego, at and for the sum of five (5) cents per one thousand (1000) gallons; provided, that the amount of water to be so furnished, either from said running streams through said flume and pipe line or from the said La Mesa Reservoir, shall not exceed the amount of water necessary to supply the said City of San Diego and the inhabitants thereof with water. Said water to be furnished by the



said party of the first part to the said party of the second part, after said party of the first part shall cease to be able to furnish said water from said running streams through its said flume and pipe line, shall be only to the extent of the actual supply of water in store in the said La Mesa Reservoir, and which is not needed for the purpose of supplying the consumers of water under the flow of the said La Mesa Reservoir. Said water to be delivered to the said party of the second part and measured by the meters at the meter house of the said party of the first part, located on the east end of El Cajon Boulevard near the easterly boundary line of said City.

The said party of the second part, for and in consideration of the covenants and agreements herein contained on behalf of the said party of the first part, hereby agrees that it will purchase said water of and from the said party of the first part, from the second day of March, 1903, to the first day of May, 1903, and as long thereafter as said party of the first part can furnish good fresh water, fit and proper for domestic use, for the use of the said party of the second part and the inhabitants thereof, from the running streams through its flume and pipe line, at and for the sum of four (4) cents per one thousand (1000) gallons, and thereafter to purchase good fresh water, fit and proper for domestic use, for the use of said City and its inhabitants, from the said party of the first part from its La Mesa Reservoir at and for the sum of five (5) cents per one thousand (1000) gallons; provided, that the amount of water to be so furnished shall not exceed the amount of water necessary to supply the said City and its inhabitants with good fresh water, fit and proper for domestic use; provided, that said water is delivered to the said City of San Diego at the meter house of the said party of the first part at the east end of El Cajon Boulevard, near the easterly boundary line of said City, and measured by meters of the said party of the first part in said meter house. The water furnished in any one month to be paid for on the first Thursday of the following month in warrants of said City drawn upon the proper fund thereof; provided, that proper claims of the said party of the first part are presented to the Auditing Com-



mittee of the said City of San Diego therefor.

It is hereby further agreed by and between the said parties hereto that the officers and employees of the Water Department of the said party of the second part may have access, during business hours, to the said meter house for the purpose of reading the meter therein, through which said water is to be delivered, and that the said party of the first part shall not be in any way liable for damages for a failure on its part to furnish said water on account of any accident or injury to the said water works, or on account of any act over which it has no control; and that the quality of water so furnished by the said party of the first part to the said party of the second part during said time shall be satisfactory to the said Board of Public Works.

It is hereby further agreed and understood by and between the said parties hereto, that the water to be furnished by the said party of the first part to the said party of the second part shall at all times be good fresh water, fit and proper for domestic use, and that if the Board of Public Works of said City shall at any time, within which water is being furnished under this contract, determine that said water is not good fresh water, fit and proper for domestic use, the furnishing of all water under this contract shall immediately cease upon twentyfour hours' notice given by the said Board of Public Works to the said party of the first part, and thereafter no ~~xx~~ water furnished after the giving of said notice shall be paid for by the said party of the second part which the said Board of Public Works shall have determined not to be good fresh water, fit and proper for domestic use, and that this contract may be terminated by either party hereto upon thirty days' notice in writing to be given by the party desiring to terminate this contract to the other party.

IT IS HEREBY FURTHER AGREED, by and between the said parties hereto, that in no case, unauthorized by the Charter of the said City of San Diego, will the said City, or any department or official thereof be liable for any portion of the said contract price.

IN WITNESS WHEREOF, the said party of the first part has authorized these presents to be executed in its name, for and on its behalf,



and as its act and deed by its President, and the execution thereof to be attested by its Secretary, by affixing thereto his signature and the corporate seal of said corporation, this 28th day of February, 1903.

San Diego Flume Company

By M.C. Healdann, President of the San

(Seal)

Diego Flume Company.

Attest: Walter Carnes,

Secretary of the San Diego Flume Company.

IN WITNESS WHEREOF, the said party of the second part, by Ordinance No. 1290 of the ordinances of the said City of San Diego, approved on the 25th day of February, 1903, has authorized these presents to be executed in its name, for and on its behalf, and as its act and deed, by the Mayor of the said City of San Diego, and the execution thereof to be attested by the said City Clerk of said City by affixing thereto his signature and the corporate seal of said City, this 28th day of February, 1903.

The City of San Diego

By Frank P. Frary,

Mayor of the City of San Diego, California.

(Seal) Attest:

Geo. D. Goldman,

City Clerk of the City of San Diego, California.

I hereby approve the draft of the foregoing contract, this 28th day of February, 1903.

H. E. Doolittle,

City Attorney of the City of San  
Diego, California.

.....

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Document No. 3122 on file in the office of the City Clerk of the City of San Diego, California.



City Clerk of the City of San Diego, Cal.

Dated, Jan. 23rd, 1920.



**Ed Fletcher Papers**

**1870-1955**

**MSS.81**

**Box: 52 Folder: 6**

**Business Records - Water Companies - Cuyamaca  
Water Company - San Diego Flume Company -  
General files - Water rights contracts and deeds**



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