

Office

1-21-20

Nelson:

Go down to the court house and get riparian right agreement of F & W Thum Company recorded. Agreement with Thum Bros., Fletcher, Henshaw and Murray.

E.F.

make 5 copies)

San Diego, Cal.

FLETCHER-SALMONS INVESTMENT COMPANY

IN ACCOUNT WITH

SOUTH COAST LAND COMPANY

BY

*Rent of land
Sunder Jan
\$ 3.00
Wm H Hammond
Coun when can get
at New Monte Co.*

The Cuyamaca Water Company consisting of Jas. A. Murray, Wm. C. Henshaw and Ed Fletcher, today filed with the County Recorder of record an important contract with the F. & W. Thum Company of Pasadena, who own many hundred acres of land in Tract "T", Rancho El Cajon near Santee.

Through this property the San Diego River runs, making the F. & W. Thum Company riparian owners. The contract gives the Cuyamaca Water Company the right to build dams on the San Diego River, and divert any and all water that may originate east of their points of diversion and take the water out of the San Diego River into the Cuyamaca System.

In consideration of the above, the Cuyamaca Water Company agree to pay for any damage, or shortage of water, caused by the construction of said dams, and if an agreement cannot be reached as to the damage, then the State Water Commission of California are to be the arbitrators to determine said damage, and said decree shall be recognized as a judgment in court.

Colonel Fletcher would make no statement today, except to say that with all the complications out of the way, he felt sure that Mr. Murray and Mr. Henshaw would eventually give their consent to allow the construction of one or two more dams on the San Diego River. Colonel Fletcher stated that that the consent of over half of the riparian owners on the river has already been secured, and in his opinion, it would be only a short time before an arrangement similar in character to that of the F. & W. Thum Company would be entered into with the balance of the riparian owners so that early construction on the river could be commenced without danger of litigation.

FOR AND IN CONSIDERATION OF Ten Dollars (\$10.00) and other considerations, the receipt of which is hereby acknowledged, I Hugo Thum, of San Diego County, California, owning the following described property, located in San Diego County, California, to wit: 11

do hereby grant and convey to James A. Murray, Wm. G. Henshaw and Ed Fletcher, their heirs, successors and assigns, the right to construct and maintain a dam and reservoir; also the right to perpetually collect, impound and divert any and all the said water so collected and impounded in said dam and reservoir, the same to be located in Sections 11 and 12, T. 14 S., R. 3 E., S.B.M., on the San Diego River, or any point above thereof, in the County of San Diego, State of California, subject to the following conditions, to wit:

First. This instrument shall not be construed as a waiver to my right to any of the waters which may flow in the said San Diego River to the west of and below the said dam and reservoir; nor to my right, except as stated above, to use any water or waters that may hereafter flow over, under, or through my property;

Second. In case the water level on the above-described property of the underground waters in said stream is lowered and damage sustained caused by the building of said dam, at any time within ten years from date of completion thereof, then in that case, on thirty days' written notice to said James A. Murray, Wm. G. Henshaw and Ed Fletcher or their successors in interest, each party is to select an arbitrator, those two a third, and the said three arbitrators will determine

in the usual manner any damage, the decision of said board of arbitrators to be final and binding on both parties or their assigns, becoming a court record thereof and a lien against the property.

DATA TO BE FURNISHED
BY WATER COMMISSION.

It is hereby stipulated and agreed that this contract shall be forthwith submitted to the State Water Commission of California, and the said Water Commission is hereby authorized to determine the elevation of the spill-way above sea level and when so determined said elevation shall be inserted herein in place of the letter "A". The said Water Commission is likewise authorized to determine the total capacity of said reservoir and, when so determined, said capacity shall be inserted herein in place of the letter "B".

Said Water Commission is likewise authorized to determine the lands now supplied, by the parties of the second part, with water, the amount of water beneficially used thereon to which the parties of the second part have a vested right, and a method for determining any increased use of water required by the parties of the second part as a public utility for said or other lands, and the loss and damages to be paid to the party of the first part by reason of such increased use; and, when so determined by said Water Commission, the same shall be inserted herein in place of the letter "C". The Water Commission is likewise authorized to determine the rights of the parties of the second part to continue to divert water for use by means of the Cuyamaca reservoir and dam, and to fix a description of said Cuyamaca reservoir and dam from which the quantity of said water and the means of diverting the same may be permanently determined and, when so fixed, the said description shall be inserted herein in place of the letter "D". The said Water Commission is also authorized to determine the description and fix quantity of water for the present diverting dam of the parties of the second part which, when so determined, shall

11/25/18 to be substituted for the next to last page of 4th tentative agreement between Cuyamaca Water Co and riparian owners on San Diego River.

E. J. Fletcher

NOV 29 1918

Ready for the printer
if you want - the F & W T Co
form. Please compare it
with your office copy.

If you prefer the
= 3rd form of June 2nd see
separate sheet

C-

WATER AGREEMENT

BETWEEN

F&W. THUM COMPANY AND JAMES A. MURRAY, WM. G. HENSHAW AND ED. FLETCHER
REGARDING RIGHTS TO WATER OF THE SAN DIEGO RIVER.

THIS AGREEMENT, made and entered into as of the 2nd day of June, 1919, by and between F. & W. THUM COMPANY, a corporation, of the County of Los Angeles, State of California, party of the first part, and JAMES A. MURRAY, WM. G. HENSHAW and ED. FLETCHER, parties of the second part,

W I T N E S S E T H:

WHEREAS said party of the first part is the owner and in possession of all that certain real property situated in the County of San Diego, State of California, more particularly described as follows, to-wit:

In Tract T, Rancho El Cajon, in the County of San Diego, State of California: the east 27.8 acres of SE $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 21, Township 15, Range 1 West. -- SW $\frac{1}{4}$ of SE $\frac{1}{4}$ Section 21, Township 15, Range 1 W. -- East 55.60 acres of NW $\frac{1}{4}$ Section 28, Township 15, Range 1 W. -- W $\frac{1}{2}$ of NE $\frac{1}{4}$, Section 28, Township 15, Range 1 W.

WHEREAS the parties of the second part desire to construct one or more dams and reservoirs for impounding and diverting a portion of the waters of said San Diego River, above the lands of the party of the first part,

NOW THEREFORE, in consideration of the mutual benefits to accrue to the respective parties, the parties hereby do agree as follows:

Upon the conditions and subject to the reservations and exceptions herein contained, the party of the first part hereby remises, releases and quitclaims to said parties of the second part, their heirs, successors and assigns, the right to construct such dams and reservoirs and to impound and divert the waters of said San Diego River and its tributaries. The party of the first part hereby excepts and reserves from this conveyance to the lands above described the prior right to so much of the water of said San Diego River riparian to said lands as from time to time may be beneficially used thereon, and also excepts and reserves from this conveyance any prior right which said party of the first part may have by virtue of actual diversion and use of the waters of said San Diego River, and the diversion by said parties of the second part of any of the water in or which would come to said San Diego River, however long said diversion by said parties of the second part shall be continued, shall not deprive said land of the said party of the first part of said excepted and reserved prior rights; provided, however, that these exceptions and reservations shall not affect the prior right of the parties of the second part to continue to divert water for the use, in the manner, for the purposes and of the amount which has been diverted and used by means of diversion and storage works in use on the 2nd day of June, 1919.

MALEK Y. BEWENI

In view of the fact that the said additional storage and diversion of the waters of said San Diego River by the said parties of the second part, as permitted hereunder, may lower the level of the subsurface water plane of said San Diego River at the places riparian to said lands of the party of the first part, it is hereby agreed as follows: Until the same shall be undertaken and maintained by competent public authority, the parties of the second part shall install and maintain adequate instruments and equipment and employ competent agents for measuring and shall continuously measure and keep records of the rain-fall and run-off of the watershed tributary to the conservation works of the parties of the second part, and the inflow and discharge thereof, and the manner of discharge showing the part diverted for use and that passing over the spillways and the seepage and evaporation thereof. All such measurements and records required by the U.S. Geologic Survey and the State Water Commission of California shall be kept by the parties of the second part in the manner followed and approved by the officers of the United States Geologic Survey and by the State Water Commission of California, or by the officers for the time being performing the duties now performed by the State Water Commission of California, as a necessary means for arriving at proper conclusions under arbitration proceedings provided for in this agreement. Whenever the level of the subsurface water plane of said San Diego River at places riparian to said lands of the party of the first part shall appear to the party of the first part to be affected, to the injury of said party of the first part, by the said additional storage and diversion of water by the parties of the second part, the question whether loss and damage have resulted to the said party of the first part and the amount, if any, of such loss and damage shall be submitted to arbitration.

The parties of the second part shall not be liable in damages by reason of their continuing to divert water for the use, in the manner, for the purposes and of the amount which has been diverted and used by them by means of diversion and storage works in use on the 2nd day of June, 1919. Provided, however, that nothing herein contained and no construction of dams or works hereunder shall be construed as a waiver by the party of the first part of any other damage or injury to its said lands and or the improvements thereon, including crops, which shall hereafter accrue and for which the said parties of the second part would be liable had this agreement not been made.

It is further agreed that should any other questions not herein specifically enumerated, but pertaining to the riparian rights or other water rights of the parties in interest, arise, the same shall be referred to the State Water Commission for final determination upon hearing after notice to the parties in interest.

A R B I T R A T I O N .

Whenever the party of the first part, its successors and assigns shall claim damages or loss hereunder from the parties of the second part, their successors and assigns, it, he or they shall present a statement of its, his or their claims and the amount of damages claimed by it, him or them, to some one of the parties of the second part, or some of their successors and assigns, and, unless the damages are agreed upon and paid within ten (10) days thereafter, it, he or they may require that a Board of Arbitrators be constituted hereunder and the matter in controversy submitted to said Board within thirty (30) days after presenting said claim.

The State Water Commission of California, so long as the same shall consist of three or more members and provided it will undertake the arbitration, is hereby agreed to as the Board of Arbitrators. If the duties of the State Water Commission of California are transferred to any Board or Commission of the State of California having three or more members, then such Board shall constitute the Board of Arbitrators. If the Water Commission of the State of California shall be reduced to less than three members or the Board to which its duties are transferred shall be less than three members, or the said Water Commission or the officers so exercising its powers shall decline or refuse to act, then the Board of Arbitrators shall be constituted by the party of the first part appointing one member and the parties of the second part appointing one member, and the two so appointed shall select the third member and the three together shall constitute a Board of Arbitrators. A majority in number of the Board of Arbitrators may make an award, but only after the form of the award shall have been submitted for the approval or disapproval of all the members of the Board of Arbitrators, and the award shall be final and binding on the parties, their heirs, administrators, successors and assigns.

The award of money damages shall not be construed to permit the parties of the second part, their successors and/or assigns to deprive the land of the party of the first part of water to which it is entitled hereunder, but said award shall secure said water to said land for the future. The parties hereto hereby agree that they will submit any such claim of damages to the Board of Arbitrators in such form that the award of the said arbitrators so chosen may be entered as a judgment of the Superior Court of the County of San Diego, if the laws of the State of California at the time so authorize.

Should the Board of Arbitrators award to the party of the first part damages in excess of two-thirds of those claimed by it, then all the costs of arbitration in addition to said damages shall be paid by said parties of the second part. Should the award of damages to the party of the first part be less than two-thirds of the damages claimed by it, then the costs of the arbitration shall be paid by the party of the first part or its successors in interest demanding the arbitration.

It is hereby agreed that the Board of Arbitrators shall determine the use of the water in controversy pending the hearing and award, and the right to the use of the water in controversy by its award, and may direct the release of water from time to time by the parties of the second part to carry into effect this agreement or any award made by such Board, and said parties of the second part hereby agree to abide by and conform to such directions.

It is hereby stipulated and agreed that the rights conveyed hereby and each and every reservation, exception, covenant, stipulation and agreement herein contained are and shall be construed as both a condition of this conveyance and a covenant running with the land of the party of the first part, above described, and running with the water system and conservation works of the parties of the second part for diverting water of the San Diego River, or any part thereof, of which system said dam or any dams shall be a part, and that all said reservations,

exceptions, covenants, stipulations and agreements shall inure to the benefit of each of the parties hereto, their heirs, administrators, executors, successors and assigns, and shall likewise bind and be binding upon each of the parties hereto, their heirs, administrators, executors, successors and assigns.

In the event that the parties of the second part shall sell and convey all their dams and reservoirs, and right to construct dams and reservoirs and right to impound and divert the waters of the said San Diego River and its tributaries forming a part of the Cuyamaca System, of which the water rights secured to the parties of the second part by this agreement form a part, TO A MUNICIPAL OR OTHER PUBLIC CORPORATION OF THE STATE OF CALIFORNIA OR TO A PUBLIC UTILITY COMPANY AUTHORIZED BY THE RAILROAD COMMISSION TO ACCEPT TITLE THERETO, and the said purchaser from the parties of the second part shall by the contract of purchase and the deed of conveyance assume all the obligations of the parties of the second part hereunder, then and in that event the said parties of the second part, their heirs and assigns shall thereupon be released from any personal liability to the part of the first part to the extent that the same are assumed by the said purchaser.

IN WITNESS WHEREOF the said parties have hereunto subscribed their names and the party of the first part has caused its corporate seal to be affixed by its officers thereunto first duly authorized, at the City of Pasadena, County of Los Angeles, State of California this 31st day of December 1919; and the respective parties have acknowledged this agreement so as to entitle the same to record.

F. & W. THUM COMPANY,

By William Thum,
President

and Ferdinand Thum,
Secretary,

Party of the First Part.

JAMES A MURRAY

WM. G. HENSHAW

E. I. FLETCHER

Parties of the Second part.

*Copy Affidavits from pages 5 & 6 of this copy
(Notaries acknowledgements follow).*

Recorded January 14th 1920
in Book of Deeds 804 Page 68 et seq
Records of San Diego County.

Copy of first page of 3rd form of June 2nd "Remainder of this form is the same as the corresponding part of F. & W. T. Co's agreement."

W A T E R A G R E E M E N T

between

(Land Owner) and James A. Murray, Wm. G. Henshaw and Ed Fletcher.

Re Rights to Water of the San Diego River.

THIS AGREEMENT, made and entered into as of the second day of June, 1919, by and between _____

_____ parties of the first part, and JAMES A. MURRAY, WM. G. HENSHAW and ED FLETCHER, parties of the second part,

W I T N E S S E T H:

WHEREAS said parties of the first part are the owners and in possession of all that certain real property situated in the County of San Diego, State of California, more particularly described as follows, to wit:

(Description of all of owner's land contiguous to San Diego River.)

WHEREAS all or some part of said land has or may have a prior right to water from the San Diego River, by virtue of prior appropriation or use, the extent of which is undetermined and is to be fixed by the State Water Commission of California hereunder;

WHEREAS the parties of the second part desire to construct one or more dams or reservoirs for impounding and diverting a portion of the waters of the said San Diego River above the lands of the parties of the first part;

NOW, THEREFORE, in consideration of mutual benefits to accrue to the respective parties, the parties hereby do agree as follows:

IT IS HEREBY STIPULATED AND AGREED that that portion of the lands of the parties of the first part above described are riparian to said San Diego River which are described as follows:

(Description of land)

{ If the parties hereto cannot agree to this stipulation insert the following: No stipulation. All referred to State Water Commission.

IT IS HEREBY STIPULATED AND AGREED that that portion of the lands of the parties of the first part above described are not riparian to said San Diego River which are described as follows:

(Description of land)

{ If the parties hereto cannot agree to this stipulation insert the following: No stipulation. All referred to State Water Commission.

IT IS HEREBY STIPULATED AND AGREED that, as to the remainder of the lands of the parties of the first part first above described and not agreed by the parties herein either to be riparian or not riparian, the State Water Commission of California shall determine to what extent, if at all, the said part of said lands are riparian to said San Diego River and, as such, entitled to the prior use of water hereunder.

→ Upon the conditions and subject to the reservations and exceptions herein contained, the parties of the first part hereby remise etc. etc.

The remainder of this form of agreement is the same as the one signed -1- by the F & W. T. Co.

If you decide on the "3rd form of June 2nd" you will have it by substituting this for all that is above the last paragraph on first page of the F & W. T. Co's water agreement.

3rd form of June 2, 1919 as corrected 10/1/1919

W A T E R A G R E E M E N T .

3d Form of June 2, 1919 as corrected 10/1/19

THIS AGREEMENT, made and entered into as of the second day of June, 1919, by and between _____

parties of the first part, and JAMES A. MURRAY, WM. G. HENSHAW and ED FLETCHER, parties of the second part.

W I T N E S S E T H :

WHEREAS said parties of the first part are the owners and in possession of all that certain real property situated in the County of San Diego, State of California, more particularly described as follows, to wit:

(Description of all of owner's land contiguous to San Diego River.)

WHEREAS all or some part of said land has or may have a prior right to water from the San Diego River, by virtue of prior appropriation or use, the extent of which is undetermined and is to be fixed by the State Water Commission of California hereunder;

WHEREAS the parties of the second part desire to construct one or more dams or reservoirs for impounding and diverting a portion of the waters of the said San Diego River above the lands of the parties of the first part;

NOW, THEREFORE, in consideration of mutual benefits to accrue to the respective parties, the parties hereby do agree as follows:

IT IS HEREBY STIPULATED AND AGREED that that portion of the lands of the parties of the first part above described are riparian to said San Diego River which are described as follows:

(Description of land)

If the parties hereto cannot agree to this stipulation insert the following: No stipulation. All referred to State Water Commission.

IT IS HEREBY STIPULATED AND AGREED that that portion of the lands of the parties of the first part above described are not riparian to said San Diego River which are described as follows:

(Description of land)

If the parties hereto cannot agree to this stipulation insert the following in place of the land description: no stipulation. all referred to State Water Commission and agreed

IT IS HEREBY STIPULATED that, as to the remainder of the lands of the parties of the first part first above described and not agreed by the parties herein either to be riparian or not riparian, the State Water Commission of California shall determine to what extent, if at all, the said part of said lands are riparian to said San Diego River and, as such, entitled to the prior use of water hereunder.

Upon the conditions and subject to the reservations and exceptions herein contained, the parties of the first part hereby remise, release and quit-claim to said parties of the second part, their heirs, successors and assigns, the right to construct such dams and reservoirs and to impound and divert the waters of said San

Diego River and its tributaries. The parties of the first part

hereby except and reserve from this conveyance to their riparian lands above described (and, when not herein stipulated to be either riparian or not riparian, such as may be found to be riparian by said Water Commission) the prior right to so much of the water of said San Diego River riparian to said lands as from time to time may be beneficially used thereon, and also except and reserve from this conveyance to all the lands of the parties of the first part above described, or such part thereof as the State Water Commission of California may determine are entitled thereto, any prior right which said parties of the first part may have by virtue of actual diversion and use of the waters of said San Diego River. The diversion by said parties of the second part of any of the water in or which would come to said San Diego River, however long said diversion by said parties of the second part shall be continued, shall not deprive said lands of the parties of the first part of said excepted and reserved prior rights, either riparian or appropriated; PROVIDED, however, that these exceptions and reservations shall not affect the prior right of the parties of the second part to continue to divert water for the use, in the manner, for the purposes and to the amount which it has been diverted and used by means of diversion and storage works in use on the second day of June, 1919.

In view of the fact that the said additional storage and diversion of the waters of said San Diego River by the said parties of the second part, as permitted hereunder, may lower the level of the subsurface water plane of said San Diego River at the places riparian to said lands of the parties of the first part, it is hereby agreed as follows: Until the same shall be undertaken and maintained by competent public authority, the parties of the second part shall install and maintain adequate instruments and equipment and employ competent agents for measuring and shall continuously measure and keep records of the rain-fall and run-off of the watershed tributary to the conservation works of the parties of the second part, and the inflow and discharge thereof, and the manner of discharge showing the part diverted for use and that passing over the spillways and the seepage and evaporation thereof. All such measurements and records required by the U. S. Geologic Survey and the State Water Commission of California shall be kept by the parties of the second part in the manner followed and approved by the officers of the United States Geologic Survey and by the State Water Commission of California or by the officers for the time being performing the duties now performed by the State Water Commission of California, as a necessary means for arriving at proper conclusions under arbitration proceedings provided for in this agreement. Whenever the level of the subsurface water plane of said San Diego River at places riparian to said lands of the parties of the first part shall appear to the parties of the first part to be affected, to the injury of said parties of the first part, by the said additional storage and diversion of water by the parties of the second part, the question whether loss and damage have resulted to the said parties of the first part and the amount, if any, of such loss and damage shall be submitted to arbitration.

The parties of the second part shall not be liable in damages by reason of their continuing to divert water for the use, in the manner, for the purposes and of the amount which has been diverted and used by them by means of diversion and storage works in use on the 2d day of June, 1919, PROVIDED, however, that nothing herein contained and no construction of dams or works hereunder shall be construed as a waiver by the parties of the first part of any other

damage or injury to their lands and/or the improvements thereon, including crops, which shall hereafter accrue and for which the said parties of the second part would be liable had this agreement not been made.

IT IS FURTHER AGREED that should any other question not herein specifically enumerated, but pertaining to the riparian rights or other water rights of the parties in interest, arise, the same shall be referred to the State Water Commission for final determination upon hearing after notice to the parties in interest.

A R B I T R A T I O N .

Whenever the parties of the first part, their successors and assigns, shall claim damages or loss hereunder from the parties of the second part, their successors and assigns, they, he or it shall present a statement of their, his or its claims and the amount of damages claimed by them, him or it, to some one of the parties of the second part, or some of their successors and assigns, and, unless the damages are agreed upon and paid within ten(10) days thereafter, they, he or it may require that a Board of Arbitrators be constituted hereunder and the matter in controversy submitted to said Board within thirty (30) days after presenting said claim.

The State Water Commission of California, so long as the same shall consist of three or more members and provided it will undertake the arbitration, is hereby agreed to as the Board of Arbitrators. If the duties of the State Water Commission of California are transferred to any Board or Commission of the State of California having three or more members, then such Board shall constitute the Board of Arbitrators. If the Water Commission of the State of California shall be reduced to less than three members or the Board to which its duties are transferred shall be less than three members, or the said Water Commission or the officers exercising its powers shall decline or refuse to act, then the Board of Arbitrators shall be constituted by the parties of the first part appointing one member and the parties of the second part appointing one member and the two so appointed shall select the third member, and the three together shall constitute a Board of Arbitrators. A majority in number of the Board of Arbitrators may make an award, but only after the form of the award shall have been submitted for the approval or disapproval of all the members of the Board of Arbitrators, and the award shall be final and binding on the parties, their heirs, administrators, successors and assigns.

The award of money damages shall not be construed to permit the parties of the second part, their successors and/or assigns to deprive the land of the parties of the first part of water to which it is entitled hereunder, but said award shall secure said water to said land for the future. The parties hereto hereby agree that they will submit any such claim of damages to the Board of Arbitrators in such form that the award of the said arbitrators so chosen may be entered as a judgment of the Superior Court of the County of San Diego, if the laws of the State of California at the time so authorize.

Should the Board of Arbitrators award to the parties of the first part damages in excess of two-thirds of those claimed by them, then all the costs of arbitration in addition to said damages shall be paid by said parties of the second part. Should the award of damages to the parties of the first part be less than two thirds of the damages claimed by them, then the costs of the arbitration shall be paid by the parties of the first part or their successor in inter-

est demanding arbitration.

It is hereby agreed that the Board of Arbitrators shall determine the use of the water in controversy pending the hearing and award, and the right to the use of the water in controversy by its award, and may direct the release of water from time to time by the parties of the second part to carry into effect this agreement or any award made by such Board, and said parties of the second part hereby agree to abide by and conform to such directions.

It is hereby stipulated and agreed that the rights conveyed hereby and each and every reservation, exception, covenant, stipulation and agreement herein contained are and shall be construed as both a condition of this conveyance and a covenant running with the land of the parties of the first part, above described, and running with the water system and conservation works of the parties of the second part for diverting water of the San Diego River, or any part thereof, of which system said dam or any dams shall be a part, and that all said reservations, exceptions, covenants, stipulations and agreements shall inure to the benefit of each of the parties hereto, their heirs, administrators, executors, successors and assigns, and shall likewise bind and be binding upon each of the parties hereto, their heirs, administrators, executors, successors and assigns.

In the event that the parties of the second part shall sell and convey all their dams and reservoirs, and right to construct dams and reservoirs and right to impound and divert the waters of the said San Diego River and its tributaries forming a part of the Cuyamaca System, of which the water rights secured to the parties of the second part by this agreement form a part, TO A MUNICIPAL OR OTHER PUBLIC CORPORATION OF THE STATE OF CALIFORNIA OR TO A PUBLIC UTILITY COMPANY AUTHORIZED BY THE RAILROAD COMMISSION TO ACCEPT TITLE THERETO, and the said purchaser from the parties of the second part shall by the contract of purchase and the deed of conveyance assume all the obligations of the parties of the second part hereunder, then and in that event the said parties of the second part, their heirs and assigns shall thereupon be released from any personal liability to the parties of the first part to the extent that the same are assumed by the said purchaser.

IN WITNESS WHEREOF the said parties hereto have hereunto subscribed their names this _____ day of _____, 1919, and have acknowledged this agreement so as to entitle the same to be recorded.

Parties of the First Part.

Parties of the Second Part.

Insert modification of Steam's clause here

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

On this _____ day of _____ A. D. 1919,
before me, _____, a Notary Public in and
for said County of San Diego, State of California, residing there-
in, duly commissioned and sworn, personally appeared _____
personally known to me to be the person
whose name is subscribed to the within instrument, and acknowledged
to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal in said County, the day and year in this certifi-
cate first above written.

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

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

On this _____ day of _____ A. D. 1919,
before me, _____, a Notary Public in and for
said County of San Diego, State of California, residing therein,
duly commissioned and sworn, personally appeared _____
personally known to me to be the person whose
name is subscribed to the within instrument, and acknowledged to
me that he executed the same.

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

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

STATE OF CALIFORNIA,)
)SS.
COUNTY OF _____)

On this _____ day of _____ A.D. 1919,
before me, _____, a Notary Public in
and for said County of _____, State of California,
residing therein, duly commissioned and sworn, personally appeared
WM. G. HENSHAW, personally known to me to be the person whose name
is subscribed to the within instrument, and acknowledged to me that
he executed the same.

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

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

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

On this _____ day of _____ A. D. 1919,
before me, _____, a Notary Public in and
for said County of San Diego, State of California, residing therein,
duly commissioned and sworn, personally appeared ED FLETCHER, per-
sonally known to me to be the person whose name is subscribed to the
within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and af-
fixed my official seal in said County, the day and year in this
certificate first above written.

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

STATE OF _____)
)SS.
COUNTY OF _____)

On this _____ day of _____, A.D. 1919,
before me, _____, a Notary Public in and for
said County and State, residing therein, duly commissioned and
sworn, personally appeared JAMES A. MURRAY, personally known to me
to be the person whose name is subscribed to the within instrument,
and acknowledged to me that he executed the same.

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

Notary Public in and for the County of
_____, State of

SAN DIEGO RIVER,

WATER AGREEMENT.

Third Form of June 2, 1919.

F & W. Thum Co's

copy - Please return,

Suggestions for an Agreement on Water Rights of San Diego River to cover cases where water may have been acquired by adverse use by the Land Owner, and cases where the Parties to the Agreement are unable to agree as to what part of the lands are Riparian.

THIS AGREEMENT, made and entered into as of the second day of June, 1919, by and between _____ and _____

parties of the first part, and JAMES A. MURRAY, WM. G. HENSHAW and ED FIETCHER, parties of the second part,

W I T N E S S E T H:

WHEREAS said party of the first part is the owner and in possession of all that certain real property situated in the County of San Diego, State of California, more particularly described as follows, to-wit:

(Description of all of owners' land contiguous to San Diego River)

WHEREAS the parties hereto are unable to agree among themselves what part of the lands of the parties of the first part are riparian to the San Diego River;

WHEREAS all or some part of said land has or may have a prior right to water from the San Diego River, by virtue of prior appropriation or use, the extent of which is undetermined and is to be fixed by the State Water Commission of California hereunder;

WHEREAS the parties of the second part desire to construct one or more dams or reservoirs for impounding and diverting a portion of the waters of the said San Diego River above the lands of the party of the first part;

NOW, THEREFORE, in consideration of mutual benefits to accrue to the respective parties, the parties hereby do agree as follows:

IT IS HEREBY STIPULATED AND AGREED that that portion of the lands of the parties of the first part above described are riparian to said San Diego River which are described as follows:

(Description of land)

IT IS HEREBY STIPULATED AND AGREED that that portion of the lands of the parties of the first part above described are not riparian to said San Diego River which are described as follows:

(Description of land)

IT IS HEREBY STIPULATED that, as to the remainder of the lands of the parties of the first part first above described and

not agreed by the parties herein either to be riparian or not riparian, the State Water Commission of California shall determine to what extent, if at all, the said part of said lands are riparian to said San Diego River and, as such, entitled to the prior use of water hereunder.

Upon the conditions and subject to the reservations and exceptions herein contained, the parties of the first part hereby remise, release and quit-claim to said parties of the second part, their heirs, successors and assigns, the right to construct such dams and reservoirs and to impound and divert the waters of said San Diego River and its tributaries. The parties of the first part hereby except and reserve to their riparian lands above described the prior right to so much of the water of said San Diego River riparian thereto as from time to time may be beneficially used thereon, and also except and reserve to all the lands of the parties of the first part above described, or such part thereof as the State Water Commission of California may determine are entitled thereto, any prior right which said parties of the first part may have by virtue of actual diversion and use of the waters of said San Diego River. The diversion by said parties of the second part of any of the water in or which would come to said San Diego River, however long said diversion by said parties of the second part shall be continued, shall not deprive said lands of the parties of the first part of said excepted and reserved prior rights, either riparian or appropriated; Provided, however, that these exceptions and reservations shall not affect the prior right of the parties of the second part to continue to divert water for the use, in the manner, for the purposes and to the amount which it has been diverted and used by means of diversion and storage works now in use.

In view of the fact that the said additional storage and diversion of the waters of said San Diego River by the said parties of the second part, as permitted hereunder, may lower the level of the subsurface water plane of said San Diego River at the places riparian to said lands of the parties of the first part, it is hereby agreed as follows: etc. etc. etc.

* * * * *

Nothing herein contained and no construction of dams or works hereunder shall be construed as a waiver by the parties of the first part, of any damage to their said land and/or the improvements thereon, including crops, which shall hereafter accrue, and for which the said parties of the second part would be liable had this agreement not been made.

The State Water Commission of California is hereby authorized to determine the extent of the water right of the parties of the first part by virtue of actual diversion and use of the waters of said San Diego River, and the lands on which the same has been and may be used; and it is further agreed that, should any other questions not herein specifically enumerated, but pertaining to riparian rights or other water rights of the parties in interest, arise, the same shall be referred to the said State Water Commission for final determination, upon hearing, after notice to the parties in interest.

A R B I T R A T I O N

* * * * *

THIS AGREEMENT, made and entered into as of the 2nd day of June, 1919, by and between F. & W. THUM COMPANY, a corporation of the County of Los Angeles, State of California, party of the first part, and JAMES A. MURRAY, WM. G. HENSHAW and ED. FLETCHER, parties of the second part,

W I T N E S S E T H:

WHEREAS said party of the first part is the owner and in possession of all that certain real property situated in the County of San Diego, State of California, more particularly described as follows, to-wit:

In Tract T, Rancho El Cajon, in the County of San Diego, State of California: the east 27.8 acres of SE $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 21, Township 15, Range 1 West. -- SW $\frac{1}{4}$ of SE $\frac{1}{4}$ Section 21, Township 15, Range 1 W. -- East 55.60 acres of NW $\frac{1}{4}$ Section 28, Township 15, Range 1 W. -- W $\frac{1}{2}$ of NE $\frac{1}{4}$ Section 28, Township 15, Range 1 W.

WHEREAS the parties of the second part desire to construct one or more dams and reservoirs for impounding and diverting a portion of the waters of said San Diego River, above the lands of the party of the first part,

NOW THEREFORE, in consideration of the mutual benefits to accrue to the respective parties, the parties hereby do agree as follows:

Upon the conditions and subject to the reservations and exceptions herein contained, the party of the first part hereby remises, releases and quitclaims to said parties of the second part, their heirs, successors and assigns, the right to construct such dams and reservoirs and to impound and divert the waters of said San Diego River and its tributaries. The party of the first part hereby excepts and reserves from this conveyance to the lands above described the prior right to so much of the water of said San Diego River riparian to said lands as from time to time may be beneficially used thereon, and also excepts and reserves from this conveyance any prior right which said party of the first part may have by virtue of actual diversion and use of the waters of said San Diego River, and the diversion by said parties of the second part of any of the water in or which would come to said San Diego River, however long said diversion by said parties of the second part shall be continued, shall not deprive said land of the said party of the first part of said excepted and reserved prior rights; provided, however, that these exceptions and reservations shall not affect the prior right of the parties of the second part to continue to divert water for the use, in the manner, for the purposes and of the amount which has

been diverted and used by means of diversion and storage works in use on the 2nd day of June, 1919.

In view of the fact that the said additional storage and diversion of the waters of said San Diego River by the said parties of the second part, as permitted hereunder, may lower the level of the subsurface water plane of said San Diego River at the places riparian to said lands of the party of the first part, it is hereby agreed as follows: Until the same shall be undertaken and maintained by competent public authority, the parties of the second part shall install and maintain adequate instruments and equipment and employ competent agents for measuring and shall continuously measure and keep records of the rain-fall and run-off of the watershed tributary to the conservation works of the parties of the second part, and the inflow and discharge thereof, and the manner of discharge showing the part diverted for use and that passing over the spillways and the seepage and evaporation thereof. All such measurements and records required by the U.S. Geologic Survey and the State Water Commission of California shall be kept by the parties of the second part in the manner followed and approved by the officers of the United States Geologic Survey and by the State Water Commission of California, or by the officers for the time being performing the duties now performed by the State Water Commission of California, as a necessary means for arriving at proper conclusions under arbitration proceedings provided for in this agreement. Whenever the level of the subsurface water plane of said San Diego River at places riparian to said lands of the party of the first part shall appear to the party of the first part to be affected, to the injury of said party of the first part, by the said additional storage and diversion of water by the parties of the second part, the question whether loss and damage have resulted to the said party of the first part and the amount, if any, of such loss and damage shall be submitted to arbitration.

The parties of the second part shall not be liable in damages by reason of their continuing to divert water for the use, in the manner, for the purposes and of the amount which has been diverted and used by them by means of diversion and storage works in use on the 2nd day of June, 1919. Provided, however, that nothing herein contained and no construction of dams or works hereunder shall be construed as a waiver by the party of the first part of any other damage or injury to its said lands and/or the improvements thereon, including crops, which shall hereafter accrue and for which the said parties of the second part would be liable had this agreement not been made.

It is further agreed that should any other questions not herein specifically enumerated, but pertaining to the riparian rights or other water rights of the parties in interest, arise, the same shall be referred to the State Water Commission for final determination upon hearing after notice to the parties in interest.

A R B I T R A T I O N

Whenever the party of the first part, its successors and assigns shall claim damages or loss hereunder from the parties of the second part, their successors and assigns, it, he or they shall present a statement of its, his or their claims and the amount of damages claimed by it, him or them, to some one of the parties of the second part, or some of their successors and assigns, and, unless the damages are agreed upon and paid within ten (10) days thereafter, it, he or they may require that a Board of Arbitrators be constituted hereunder and the matter in controversy submitted to said Board within thirty (30) days after presenting said claim.

The State Water Commission of California, so long as the same shall consist of three or more members and provided it will undertake the arbitration, is hereby agreed to as the Board of Arbitrators. If the duties of the State Water Commission of California are transferred to any Board or Commission of the State of California having three or more members, then such Board shall constitute the Board of Arbitrators. If the Water Commission of the State of California shall be reduced to less than three members or the Board to which its duties are transferred shall be less than three members, or the said Water Commission or the officers so exercising its powers shall decline or refuse to act, then the Board of Arbitrators shall be constituted by the party of the first part appointing one member and the parties of the second part appointing one member, and the two so appointed shall select the third member and the three together shall constitute a Board of Arbitrators. A majority in number of the Board of Arbitrators may make an award, but only after the form of the award shall have been submitted for the approval or disapproval of all the members of the Board of Arbitrators, and the award shall be final and binding on the parties, their heirs, administrators, successors and assigns.

The award of money damages shall not be construed to permit the parties of the second part, their successors and/or assigns to deprive the land of the party of the first part of water to which it is entitled hereunder, but said award shall secure said water to said land for the future. The parties hereto hereby agree that they will submit any such claim of damages to the Board of Arbitrators in such form that the award of the said arbitrators so chosen may be entered as a judgment of the Superior Court of the County of San Diego, if the laws of the State of California at the time so authorize.

Should the Board of Arbitrators award to the party of the first part damages in excess of two-thirds of those claimed by it, then all the costs of arbitration in addition to said damages shall be paid by said parties of the second part. Should the award of damages to the party of the first part be less than two-thirds of the damages claimed by it, then the costs of the arbitration shall be paid by the party of the first part or its successors in interest demanding the arbitration.

It is hereby agreed that the Board of Arbitrators shall determine the use of the water in controversy pending the hearing and award, and the right to the use of the water in controversy by its award, and may direct the release of water from time to time by the parties of the second part to carry into effect this agreement or any award made by such Board, and said parties of the second part hereby agree to abide by and conform to such directions.

It is hereby stipulated and agreed that the rights conveyed hereby and each and every reservation, exception, covenant, stipulation and agreement herein contained are and shall be construed as both a condition of this conveyance and a covenant running with the land of the party of the first part, above described, and running with the water system and conservation works of the parties of the second part for diverting water of the San Diego River, or any part thereof, of which system said dam or any dams shall be a part, and that all said reservations,

exceptions, covenants, stipulations and agreements shall inure to the benefit of each of the parties hereto, their heirs, administrators, executors, successors and assigns, and shall likewise bind and be binding upon each of the parties hereto, their heirs, administrators, executors, successors and assigns.

In the event that the parties of the second part shall sell and convey all their dams and reservoirs, and right to construct dams and reservoirs and right to impound and divert the waters of the said San Diego River and its tributaries forming a part of the Cuyamace System, of which the water rights secured to the parties of the second part by this agreement form a part, TO A MUNICIPAL OR OTHER PUBLIC CORPORATION OF THE STATE OF CALIFORNIA OR TO A PUBLIC UTILITY COMPANY AUTHORIZED BY THE RAILROAD COMMISSION TO ACCEPT TITLE THERETO, and the said purchaser from the parties of the second part shall by the contract of purchase and the deed of conveyance assume all the obligations of the parties of the second part hereunder, then and in that event the said parties of the second part, their heirs and assigns shall thereupon be released from any personal liability to the party of the first part to the extent that the same are assumed by the said purchaser.

IN WITNESS WHEREOF the said parties have hereunto subscribed their names and the party of the first part has caused its corporate seal to be affixed by its officers thereunto first duly authorized, at the city of Pasadena, County of Los Angeles, State of California this 31st day of December 1919; and the respective parties have acknowledged this agreement so as to entitles the same to record.

F. & W. THUM COMPANY,

By (Signed) William Thum
President,

and

(Signed) Ferdinand Thum
Secretary,

Party of the First Part.

(Signed) James A. Murray

(Signed) Wm. G. Henshaw

(Signed) Ed Fletcher

Parties of the Second Part.

STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES.) ss.

On this 31st day of December

A. D. 1919, before me Caroline Schertz, a Notary Public in and for said County of Los Angeles, State of California, residing therein, duly commissioned and qualified, personally appeared WILLIAM THUM, known to me to be the President and FERDINAND THUM, known to me to be the Secretary of F. & W. THUM COMPANY, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the Corporation therein named, and acknowledged to me that such corporation executed the same.

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

(Signed) Caroline Schertz

Notary Public in and for the County of Los Angeles, State of California.

STATE OF CALIFORNIA,)
CITY & COUNTY OF SAN FRANCISCO.) ss.

On this 5th day of September

in the year One Thousand Nine Hundred and Nineteen before me, FLORA HALL, a Notary Public, in and for the City and County of San Francisco, personally appeared William G. Henshaw, known to me to be the person whose name is subscribed to the within instrument, and he duly acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the City and County of San Francisco, the day and year in this certificate first above written.

(Signed) Flora Hall

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

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO.) ss.

On this 8th day of September

A. D. 1919, before me Lou B. Mathews, a Notary Public in and for said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared ED FLETCHER, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(Signed) Lou B. Mathews

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

STATE OF CALIFORNIA

ss.

COUNTY OF SAN DIEGO

1920

On this 14th day of January

A.D. 1919, before me Lou B. Mathews, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared JAMES A. MURRAY, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(Signed) Lou B. Mathews

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

Copy of general form of Water Agreement-
Submitted to Mr Black on 9/5/19 by Mr Bennett,
This form will answer for cases involving disputes
regarding water rights.

THIS AGREEMENT, made and entered into as of the second day
of June, 1919, by and between _____
and _____,

parties of the first part, and JAMES A. MURRAY, WM. G. HENSHAW and
ED FLETCHER, parties of the second part,

W I T N E S S E T H:

WHEREAS said parties of the first part are the owners and in
possession of all that certain real property situated in the County
of San Diego, State of California, more particularly described as
follows, to-wit:

(Description of all of owner's land contiguous to
San Diego River.)

WHEREAS all or some part of said land has or may have a prior
right to water from the San Diego River, by virtue of prior appropria-
tion or use, the extent of which is undetermined and is to be fixed
by the State Water Commission of California hereunder;

WHEREAS the parties of the second part desire to construct
one or more dams or reservoirs for impounding and diverting a por-
tion of the waters of the said San Diego River above the lands of
the parties of the first part;

NOW THEREFORE, in consideration of mutual benefits to accrue
to the respective parties, the parties hereby do agree as follows:

IT IS HEREBY STIPULATED AND AGREED that that portion of the
lands of the parties of the first part above described are riparian
to said San Diego River which are described as follows:

(Description of land.)

IT IS HEREBY STIPULATED AND AGREED that that portion of the
lands of the parties of the first part above described are not ri-
parian to said San Diego River which are described as follows:

(Description of land.)

IT IS HEREBY STIPULATED that, as to the remainder of the lands
of the parties of the first part first above described and not agreed
by the parties herein either to be riparian or not riparian, the
State Water Commission of California shall determine to what extent,
if at all, the said part of said lands are riparian to said San Diego
River and, as such, entitled to the prior use of water hereunder.

Upon the conditions and subject to the reservations and ex-
ceptions herein contained, the parties of the first part hereby re-
mise, release and quit-claim to said parties of the second part,
their heirs, successors and assigns, the right to construct such dams
and reservoirs and to impound and divert the waters of said San Diego
River and its tributaries. The parties of the first part hereby ex-
cept and reserve to their riparian lands above described (and when not

from this conveyance

herein stipulated to be either riparian or not riparian such as may be found to be riparian by said Water Commission) the prior right to so much of the water of said San Diego River riparian to said ~~lands~~ as from time to time may be beneficially used thereon, and also except and reserve to all the lands of the parties of the first part above described, or such part thereof as the State Water Commission of California may determine are entitled thereto, any prior right which said parties of the first part may have by virtue of actual diversion and use of the waters of said San Diego River. The diversion by said parties of the second part of any of the water in or which would come to said San Diego River, however long said diversion by said parties of the second part shall be continued, shall not deprive said lands of the parties of the first part of said excepted and reserved prior rights, either riparian or appropriated; Provided, however, that these exceptions and reservations shall not affect the prior right of the parties of the second part to continue to divert water for the use, in the manner, for the purposes and to the amount which it has been diverted and used by means of diversion and storage works in use on the second day of June, 1919.

In view of the fact that the said additional storage and diversion of the waters of said San Diego River by the said parties of the second part, as permitted hereunder, may lower the level of the subsurface water plane of said San Diego River at the places riparian to said lands of the parties of the first part, it is hereby agreed as follows: Until the same shall be undertaken and maintained by competent public authority, the parties of the second part shall install and maintain adequate instruments and equipment and employ competent agents for measuring and shall continuously measure and keep records of the rain-fall and run-off of the watershed tributary to the conservation works of the parties of the second part, and the inflow and discharge thereof, and the manner of discharge showing the part diverted for use and that passing over the spillways and the seepage and evaporation thereof. All such measurements and records required by the U.S. Geologic Survey and the State Water Commission of California shall be kept by the parties of the second part in the manner followed and approved by the officers of the United States Geologic Survey and by the State Water Commission of California, or by the officers for the time being performing the duties now performed by the State Water Commission of California, as a necessary means for arriving at proper conclusions under arbitration proceedings provided for in this agreement. Whenever the level of the subsurface water plane of said San Diego River at places riparian to said lands of the parties of the first part shall appear to the parties of the first part to be affected, to the injury of said parties of the first part, by the said additional storage and diversion of water by the parties of the second part, the question whether loss and damage have resulted to the said parties of the first part and the amount, if any, of such loss and damage shall be submitted to arbitration.

The parties of the second part shall not be liable in damages by reason of their continuing to divert water for the use, in the manner, for the purposes and of the amount which has been diverted and used by them by means of diversion and storage works in use on the 2nd day of June, 1919, Provided, however, that nothing herein contained and no construction of dams or works hereunder shall be construed as a waiver by the parties of the first part of any other damage or injury to their lands and/or the improvements thereon, including crops, which shall hereafter accrue and for which the said parties of the second part would be liable had this agreement not been made.

It is further agreed that should any other question not herein specifically enumerated, but pertaining to the riparian rights or other water rights of the parties in interest, arise, the same shall be referred to the State Water Commission for final determination upon hearing after notice to the parties in interest.

A R B I T R A T I O N.

Whenever the parties of the first part, their successors and assigns, shall claim damages or loss hereunder from the parties of the second part, their successors and assigns, they, he or it shall present a statement of their, his or its claims and the amount of damages claimed by them, him or it, to some one of the parties of the second part, or some of their successors and assigns, and, unless the damages are agreed upon and paid within ten (10) days thereafter, they, he or it may require that a Board of Arbitrators be constituted hereunder and the matter in controversy submitted to said Board within thirty (30) days after presenting said claim.

The State Water Commission of California, so long as the same shall consist of three or more members and provided it will undertake the arbitration, is hereby agreed to as the Board of Arbitrators. If the duties of the State Water Commission of California are transferred to any Board or Commission of the State of California having three or more members, then such Board shall constitute the Board of Arbitrators. If the Water Commission of the State of California shall be reduced to less than three members or the Board to which its duties are transferred shall be less than three members, or the said Water Commission or the officers exercising its powers shall decline or refuse to act, then the Board of Arbitrators shall be constituted by the parties of the first part appointing one member and the parties of the second part appointing one member, and the two so appointed shall select the third member and the three together shall constitute a Board of Arbitrators. A majority in number of the Board of Arbitrators may make an award, but only after the form of the award shall have been submitted for the approval or disapproval of all the members of the Board of Arbitrators, and the award shall be final and binding on the parties, their heirs, administrators, successors and assigns.

The award of money damages shall not be construed to permit the parties of the second part, their successors and/or assigns to deprive the land of the parties of the first part of water to which it is entitled hereunder, but said award shall secure said water to said land for the future. The parties hereto hereby agree that they will submit any such claims of damages to the Board of Arbitrators in such form that the award of the said arbitrators so chosen may be entered as a judgment of the Superior Court of the County of San Diego, if the laws of the State of California at the time so authorize.

Should the Board of Arbitrators award to the parties of the first part damages in excess of two-thirds of those claimed by them, then all the costs of arbitration in addition to said damages shall be paid by said parties of the second part. Should the award of damages to the parties of the first part be less than two-thirds of the damages claimed by them, then the costs of the arbitration shall be paid by the parties of the first part or their successor in interest demanding arbitration.

It is hereby agreed that the Board of Arbitrators shall determine the use of the water in controversy pending the hear-

ing and award, and the right to the use of the water in controversy by its award, and may direct the release of water from time to time by the parties of the second part to carry into effect this agreement or any award made by such Board, and said parties of the second part hereby agree to abide by and conform to such directions.

It is hereby stipulated and agreed that the rights conveyed hereby and each and every reservation, exception, covenant, stipulation and agreement herein contained are and shall be construed as both a condition of this conveyance and a covenant running with the land of the parties of the first part, above described, and running with the water system and conservation works of the parties of the second part for diverting water of the San Diego River, or any part thereof, of which system said dam or any dams shall be a part, and that all said reservations, exceptions, covenants, stipulations and agreements shall inure to the benefit of each of the parties hereto, their heirs, administrators, executors, successors and assigns, and shall likewise bind and be binding upon each of the parties hereto, their heirs, administrators, executors, successors and assigns.

In the event that the parties of the second part shall sell and convey all their dams and reservoirs, and right to construct dams and reservoirs and right to impound and divert the waters of the said San Diego River and its tributaries forming a part of the Cuyamaca System, of which the water rights secured to the parties of the second part by this agreement form a part, TO A MUNICIPAL OR OTHER PUBLIC CORPORATION OF THE STATE OF CALIFORNIA OR TO A PUBLIC UTILITY COMPANY AUTHORIZED BY THE RAILROAD COMMISSION TO ACCEPT TITLE THERETO, and the said purchaser from the parties of the second part shall by the contract of purchase and the deed of conveyance assume all the obligations of the parties of the second part hereunder, then and in that event the said parties of the second part, their heirs and assigns shall thereupon be released from any personal liability to the parties of the first part to the extent that the same are assumed by the said purchaser.

IN WITNESS WHEREOF the said parties hereto have herunto subscribed their names this _____ day of _____, 1919, and have acknowledged this agreement so as to entitle the same to be recorded.

Parties of the First Part.

Parties of the Second Part.

STATE OF CALIFORNIA,)
)ss.
COUNTY OF SAN DIEGO.)

On this _____ day of _____ A.D.1919,
before me, _____, a Notary Public in and
for said County of San Diego, State of California, residing there-
in, duly commissioned and sworn, personally appeared _____
_____ personally known to me to be the person
whose name is subscribed to the within instrument, and acknowledged
to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal in said County, the day and year in this certifi-
cate first above written.

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

STATE OF CALIFORNIA,)
)ss.
COUNTY OF SAN DIEGO.)

On this _____ day of _____ A.D.1919,
before me, _____, a Notary Public in and
for said County of San Diego, State of California, residing there-
in, duly commissioned and sworn, personally appeared _____
_____ personally known to me to be the person
whose name is subscribed to the within instrument, and acknowledged
to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal in said County, the day and year in this certifi-
cate first above written.

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

STATE OF CALIFORNIA,)
) ss.
COUNTY OF _____)

On this _____ day of _____ A.D. 1919,
before me, _____, a Notary Public in
and for said County of _____, State of California,
residing therein, duly commissioned and sworn, personally appeared
WM. G. HENSLAW, personally known to me to be the person whose name
is subscribed to the within instrument, and acknowledged to me that
he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal in said County, the day and year in this certifi-
cate first above written.

Notary Public in and for the County
of _____, State of _____

STATE OF CALIFORNIA,)
) ss.
COUNTY OF SAN DIEGO.)

On this _____ day of _____ A.D. 1919,
before me, _____, a Notary Public in and
for said County of San Diego, State of California, residing there-
in, duly commissioned and sworn, personally appeared ED FLETCHER,
personally known to me to be the person whose name is subscribed
to the within instrument, and acknowledged to me that he executed
the same.

IN WITNESS WHEREOF, I have hereunto set my hand and af-
fixed my official seal in said County, the day and year in this
certificate first above written.

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

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____ A.D. 1919,
before me _____, a Notary Public in and for
said County and State, residing therein, duly commissioned and sworn,
personally appeared JAMES A. MURRAY, personally known to me to be the
person whose name is subscribed to the within instrument, and acknowl-
edged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal in said County, the day and year in this certifi-
cate first above written.

Notary Public in and for the County of _____
State of _____

F. & W. T. Co's
4th tentative agreement
Oct. 1918

PROPOSAL AGREEMENT BETWEEN RIPARIAN OWNERS ON
SAN DIEGO RIVER AND GUYAMACA WATER
COMPANY

THIS AGREEMENT, made and entered into as of the _____ day of November, 1918, by and between F. & W. THUM COMPANY, a corporation, of the County of Los Angeles, State of California, party of the first part and JAMES A. MURRAY, WM. G. HENSHAW, and ED. FLETCHER, parties of the second part, WITNESSETH:

Whereas said party of the first part is the owner and in possession of all that certain real property situated in said County of San Diego, more particularly described as follows, to-wit:

which said real property is riparian to the San Diego River, and as such entitled to take its share of the water which may from time to time flow therein; and

Whereas the parties of the second part desire to construct a dam, and construct a reservoir for impounding, and diverting a portion of the waters of said San Diego River, above the lands of the party of the first part; NOW THEREFORE

The parties hereby do agree as follows:

Upon the conditions and subject to the reservations and exceptions herein contained, the said party of the first part hereby remises, releases and quits claims to said parties of the second part, their heirs, successors and assigns, the right to construct and maintain a dam across the channel of said San Diego River, in sections eleven (11) and Twelve (12), township fourteen (14) south, range two (2) east, S.B.B. & M. with a spillway into said channel below said dam, the lower surface of which spillway shall have an elevation of not to exceed "A" feet above sea level; and also remises,

See that only riparian lands are included.

~~the~~
of ~~this~~ said real property certain property is
riparian to the San Diego River, and as
such ~~is~~ entitled to take its share of
the water which may from time to time
flow therein, ~~the~~ ^{said} riparian property being
described as follows, to-wit: }

A

Whereas the parties of the second part
desire to construct a dam ^{and reservoir} for impounding
and diverting a portion of the waters of
said San Diego River, above the lands of the
party of the first part; NOW THEREFORE
(The parties hereby do agree as follows:
Upon the conditions and subject to the reservations and
exceptions herein contained, the said party of the first part hereby releases,
releases and quitclaims to said parties of the second part, their
heirs, successors and assigns, the right to construct and
maintain a dam across the channel of & said San Diego
River, ~~see~~ in sections eleven (11) and twelve (12), township
fourteen (14) south, range two (2) east, S. B. B. & M. with
a spillway into said channel below said dam; and
also releases, releases and quitclaims to said parties of
the second part the right to perpetually collect, impound
appropriate and divert any and all waters of said San
Diego River above said dam;

releases and quitclaims to said parties of the second part the right to perpetually collect, impound, appropriate and divert any and all waters of said San Diego River above said dam;

Upon condition, that the reservoir or reservoirs for impounding and diverting, or impounding, or diverting said water shall not have a total capacity in excess of "B" 17,106 acre feet and upon the further condition said parties of the second part shall not develop, collect or impound any of said water by means of wells or tunnels; and upon the further condition that the water so collected, impounded and/or diverted shall not be diverted from or transported outside of the watershed of said San Diego River; provided, however, the parties of the second part may divert water to the extent and in the manner here stated, to wit:

Poste over first full paragraph on pg 2 of tentative agreement between Cuyamaca Water Co and riparian owners,

"C"

Out of the rights released to the parties of the second part by this agreement the said party of the first part for the benefit of his said riparian lands excepts and reserves the waters of said San Diego River above said dam site, which in their course unimpounded would contribute to the supply of the subsurface flow or water plane of said river; and also the right to have such waters flow in their natural and unobstructed course below said dam.

The party of the first part hereby excepts and reserves to his lands first herein described, the prior right to so much of the water of said San Diego River riparian thereto as from time to time may be beneficially used thereon, and the diversion by said parties of the second part, of any of the water in or which would come to said San Diego River, except for said diversion however long said diversion shall be continued shall not deprive said lands of the said party of the first part of said excepted and reserved prior riparian rights; Provided however, that these exceptions and reservations shall not affect the prior right to the parties of the second part to continue to divert water for use, in the manner, for the purposes and on lands to the amount which has been diverted and used by means of the following reservoirs, hereby agreed to as follows, to-wit:

"D" _____ (Cuyamaca Dam, -Height of spillway, location, etc.)
"E" _____ (Cuyamaca Reservoir, -capacity, location, etc.)
"F" _____ (Diverting Dam, -Height of spillway, location, etc.)

La Mesa (now Murray)

It is the purpose of this agreement to define and perpetuate between the parties the extent and order of priority of right to the use of the waters of the San Diego River Water-shed which are understood and agreed to be as follow:

First right: To parties of the second part to divert water to the extent, in the manner appropriated and used from the Cuyamaca Reservoir and Dam and the Diverting Dams herein defined and agreed to.

Second right: To the parties of the second part any flood waters of said San Diego River, which in their course unimpeded (except by construction works under said first right) would not contribute to the supply of the subsurface flow or water plane of said river.

Third right: To party of the first part the maximum future requirements of his lands herein before described, without any increase of burden in delivering for use thereon by reason of appropriations of parties of the second part in excess of said First right.

Fourth right: To parties of the second part to use any excess of water for the time being, but the use of such excess water however long continued shall not impair or restrict the right of the party of the first part at any time to have come to his said lands the maximum requirements thereof, without any increase of burden in delivering for use thereon by reasons of appropriations of parties of the second part in excess of said First right.

The extent of all such rights shall be determined in the manner and subject to the conditions, exceptions and reservations herein contained.

In view of the fact that the diversion of the flood waters of said San Diego River by the said parties of the second part as permitted hereunder, may lower the level of the sub-surface water plane of said San Diego River at the places riparian to said lands of the party of the first part, it is hereby agreed as follows: Until the same shall be undertaken and maintained by competent public authority, the parties of the second part shall install and maintain adequate instruments and equipment and employ competent agents for measuring and shall continuously measure and keep records of the rain fall and run-off of the watershed tributary to the conservation works of the parties of the second part, and the inflow and discharge thereof, and the manner of discharge showing the part diverted for use and that passing over the spillways and the seepage and evaporation thereof. All such measurements and records required by the U. S. Geologic Survey and the State Water Commission of California, shall be kept by the parties of the second part in the manner followed and approved by the officers of the United States

Geologic Survey and by the State Water Commission of California, or by the officers for the time being performing the duties now performed by the State Water Commission of California, as a necessary means for arriving at proper conclusions under arbitration proceedings provided for in this agreement. Whenever the level of the sub-surface water plane of said San Diego River at places riparian to said lands of the party of the first part shall appear to him to be lower than the normal level of said sub-surface water plane, then the question of whether the sub-surface water plane is lower than said normal level, and if lower whether it was lowered by the diversion of water by the parties of the second part, and the question whether loss and damage has resulted to the said party of the first part, and the amount, if any, of such loss and damage shall be submitted to arbitration.

Nothing herein contained and no construction of dams or works hereunder shall be construed as a waiver by the party of the first part, of any damage to his said land and/or the improvements thereon including crops, which shall hereafter accrue, and for which the said parties of the second part would be liable had this agreement not been made.

A R B I T R A T I O N .

Whenever the party of the first part, his successors and assigns shall claim damages or loss hereunder from the parties of the second part, their successors and assigns, he, or they, shall present a statement of his or their claims and the amount of damages claimed by him or them, to some one of the parties of the second part, or some of their successors and assigns, and unless the damages are agreed upon and paid within ten (10) days thereafter, he or they may require that a Board of Arbitrators be constituted hereunder and the matter in controversy submitted to said Board within thirty (30) days after presenting said claim.

The State Water Commission of California so long as the same shall consist of three or more members and provided it will undertake the arbitration, is hereby agreed to as the Board of Arbitrators. If the duties of the State Water Commission of California are transferred to any Board of Commission of the State of California, having three or more members, then such Board shall constitute the Board of Arbitrators. If the Water Commission of the State of California shall be reduced to less than three members of the Board to which its duties are transferred, shall be less than three members, or the said Water Commission or the officers so exercising its powers shall decline or refuse to act, then the Board of Arbitrators shall be

constituted by the party of the first part, appointing one member and the parties of the second part appointing one member, and the two so appointed shall select the third member and the three together shall constitute a Board of Arbitrators. A majority in number of the Board of Arbitrators may make an award, but only after the form of the award shall have been submitted for the approval or disapproval of all of the members of the Board of Arbitrators, and the award shall be final and binding on the parties, their heirs, administrators, successors and assigns.

The award of money damages shall not be construed to permit the parties of the second part, their successors and/or assigns to deprive the land of the party of the first part of water to which it is entitled hereunder, but said award shall secure said water to said land for the future. The parties hereto hereby agree that they will submit any such claim of damages to the Board of Arbitrators, in such forms that the award of the said arbitrators so chosen may be entered as a judgment of the Superior Court of the County of San Diego, if the laws of the State of California at the time so authorize.

Should the Board of Arbitrators award to the party of the first part damages in excess of two-thirds of those claimed by it, then all the costs of arbitration in addition to said damages shall be paid by said parties of the second part. Should the award of damages to the party of the first part be less than two-thirds of the damages claimed by it then the costs of the arbitration shall be paid by the party of the first part or its successor in interest demanding the arbitration.

It is hereby agreed that the Board of Arbitration shall determine the use of the water in controversy pending the hearing and award, and the right to the use of the water in controversy by its award, and may direct the release of water from time to time by the parties of the second part to carry into effect this agreement or any award made by such Board.

It is hereby stipulated and agreed that the rights conveyed hereby and each and every reservation, exception, covenant, stipulation and agreement herein contained are and shall be construed, both as a condition of this conveyance, and as a covenant running with the land of the party of the first part above described, and running with the water system and conservation works of the parties of the second part for diverting water of the San Diego River or any part thereof, of which system said dam or any dam constructed at or about the place where said dam is authorized to be constructed shall be a part, and that all said reservation, exceptions, covenants, stipulations and agreements shall inure to the benefit of each of the parties hereto, their heirs, administrators, executors, successors and assigns, and shall likewise bind and be binding

upon each of the parties hereto, their heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the said parties have hereunto subscribed their names, and the party of the first part has caused its corporate seal to be affixed by its officers thereunto first duly authorized, at the City of Pasadena, County of Los Angeles, State of California, this _____ day of _____, 1918.

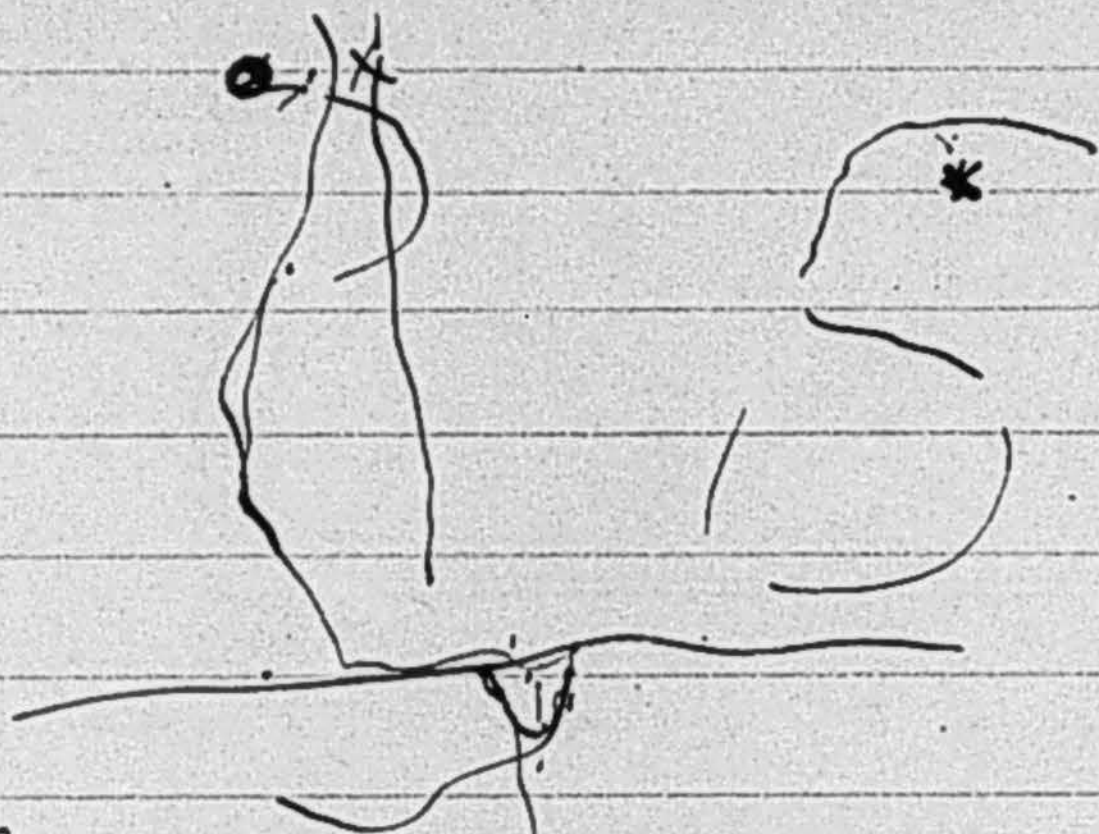
F. & W. Thum Company,

By _____
President

and _____
Secretary
Party of the first part

Parties of the second part.

~~however long said division by said parties
of the second part shall contain shall not
define said land of the said~~



the precise location and description of those lands of the party of the first part which are riparian to said San Diego River and when so determined such description shall be inserted herein in place of the letter "A". Having been supplied with said description by said Water Commission the parties hereto agree that they will execute and acknowledge an agreement in the preceding form with said language so approved by said Water Commission in place of said letter "A," and that each of the parties hereto, etc.

DATA TO BE FURNISHED
BY WATER COMMISSION

It is hereby stipulated and agreed that this contract shall be forthwith submitted to the State Water Commission of California, and the said Water Commission is hereby authorized to determine the elevation of the spill-way above sea level and when so determined said elevation shall be inserted herein in place of the letter "A". The said Water Commission is like-wise authorized to determine the total capacity of said reservoir and when so determined said capacity shall be inserted herein in place of the letter "B". Said Water Commission is like-wise authorized to determine the lands of the parties of the second part now supplied with water, the date from which said lands have been entitled to such supply and a method by which it will equitably determine the rights to the use of water by the parties as contemplated by this agreement, and when so fixed by said Water Commission the same shall be inserted herein in place of the letter "C". The Water Commission is like-wise authorized to determine the rights of the parties of the second part to continue to divert water for use by means of the Cuyamaca reservoir and dam, and to fix a description of said Cuyamaca reservoir and dam from which the quantity of said water and the means of diverting the same may be permanently determined and when so fixed the said description shall be inserted herein in place of the letter "D". The said Water Commission is also authorized to determine the description and fix quantity of water for the present diverting dam of the parties of the second part which when so determined shall

be inserted herein in place of the letter "E". Before determining any of said matters, the said Water Commission may, in its discretion, fix a time and place at which it will hear the said parties.

When the said Water Commission shall have determined the matters hereby referred to it and shall certify to the parties the language to be inserted in place of the letters "A", "B", "C", "D", and "E" the parties hereto hereby agree that they will execute and acknowledge an agreement in the preceding form with said language so approved by said Water Commission inserted in place of said letters, and that each of the parties hereto execute and acknowledge the said agreement in quadruplicate so that the same may be recorded under the laws of the State of California. One of said copies so executed shall be delivered to the party of the first part, and two of said copies to the parties of the second part and one to the said Water Commission.

IN WITNESS WHEREOF the said parties of the second part have hereunto subscribed their names and the party of the first part has hereunto caused its corporate name to be subscribed and its official seal to be affixed by its proper officers thereunto first duly authorized this _____ day of _____, 1918.

F. & W. Thum Company.

By _____
President

and _____
Secretary

Subscribing Witness

Party of the First Part.

Subscribing Witness

Parties of the Second Part.

A G R E E M E N T

between

F. & W. THUM COMPANY
Party of the First Part
and

JAMES A. MURRAY, WM. G.
HENSHAW AND ED. FLETCHER
Parties of the Second
Part

*F & W T Cos Fourth
tentative agreement*

JAMES S. BENNETT
COUNSELOR AT LAW
VAN NUYS BUILDING
SEVENTH AND SPRING STREETS
LOS ANGELES

Atty. for Party of the
FIRST Part

PROPOSAL AGREEMENT BETWEEN RIPARIAN OWNERS ON
SAN DIEGO RIVER AND CUYAMACA WATER
COMPANY

THIS AGREEMENT, made and entered into as of the _____ day of November, 1918, by and between F. & W. THUM COMPANY, a corporation, of the County of Los Angeles, State of California, party of the first part, and JAMES A. MURRAY, WM. G. HENSHAW, and ED. FLETCHER, parties of the second part, WITNESSETH:

Whereas said party of the first part is the owner and in possession of all that certain real property situated in said County of San Diego, more particularly described as follows, to-wit:

of said real property certain property is riparian to the San Diego River and, as such, entitled to take its share of the water which may from time to time flow therein, said riparian property being described as follows, to-wit:

A.

Whereas the parties of the second part desire to construct a dam and reservoir for impounding and diverting a portion of the waters of said San Diego River, above the lands of the party of the first part; NOW THEREFORE

The parties hereby do agree as follows:

Upon the conditions and subject to the reservations and exceptions herein contained, the said party of the first part hereby remises, releases and quitclaims to said parties of the second part, their heirs, successors and assigns, the right to construct and maintain a dam across the channel of said San Diego River, in sections eleven (11) and twelve (12), township fourteen (14) south, range two (2) east, S.B.B. & M. with a spillway into said channel below said dam; and also remises, releases and quitclaims to said parties of the second part the right to perpetually collect, impound, appropriate and divert any and all waters of said San Diego River above said dam;

Upon the condition, that the reservoir or reservoirs for impounding and diverting, or impounding, or diverting said water shall not have a total capacity in excess of 17,106 acre feet and upon the further condition that

The party of the first part hereby excepts and reserves to his riparian lands the prior right to so much of the water of said San Diego River riparian thereto as from time to time may be beneficially used thereon, and the diversion by said parties of the second part of any of the water in or which would come to said San Diego River, however long said diversion by said parties of the second part shall be continued, shall not deprive said land of the said party of the first part of said excepted and reserved prior riparian rights: Provided however, that these exceptions and reservations shall not affect the prior right of the parties of the second part to continue to divert water for use in the manner, for the purposes and of the amount which has been diverted and used by means of the following reservoirs, hereby agreed to as follows, to-wit:

Cuyamaca Reservoir, located in Lots D, E and G of Cuyamaca Rancho in what would, if surveyed, be Ts. 13 and 14 S., R. 4 E., S.B.M., capacity 11,595 acre feet.

Present Diverting Dam, located in Sections 11 and 12, T. 14 S., R. 3 E., capacity 69 acre feet.

Grossmont Reservoir, located in Lot 136 Murray Hill map 1342, capacity 127 acre feet.

Eucalyptus Reservoir, located in Lot 4, Section 17, T. 16 S., R. 1 W., S.B.M., capacity 26 acre feet.

Murray (formerly La Mesa) Reservoir, partly in Ex-Mission Rancho and partly in Sections 12 and 13, T. 16 S., R. 2 W., S.B.M., capacity 6,750 acre feet.

It is the purpose of this agreement to define and perpetuate between the parties the extent and order of priority of right to the use of the waters of the San Diego River Watershed which are understood and agreed to be as follows:

First right: To parties of the second part to divert water to the extent, in the manner appropriated and used from the Cuyamaca Reservoir and Dam and the Diverting Dam and lower storage reservoirs (Grossmont, Eucalyptus and Murray, formerly La Mesa) as herein defined and agreed to.

Second right: To the parties of the second part any flood waters of said San Diego River which in their course unimpeded (except by construction works under said first right) would not benefit the party of the first part and the taking of which would cause no injury to the party of the first part.

Third right: To party of the first part the maximum future requirements, for beneficial use, of his riparian lands hereinbefore described, without any increase of burden in delivering for use thereon by reason of appropriations of parties of the second part in excess of said first right.

Fourth right: To parties of the second part to use any excess of water for the time being, but the use of such excess water however long continued shall not impair or restrict the right of the party of the first part at any

time to have come to his said lands the maximum requirements for beneficial use thereof, without any increase of burden in delivering for use thereon by reasons of appropriations of parties of the second part in excess of said first right.

The extent of all such rights shall be determined in the manner and subject to the conditions, exceptions and reservations herein contained.

In view of the fact that the diversion of the flood waters of said San Diego River by the said parties of the second part, as permitted hereunder, may lower the level of the subsurface water plane of said San Diego River at the places riparian to said lands of the party of the first part, it is hereby agreed as follows: Until the same shall be undertaken and maintained by competent public authority, the parties of the second part shall install and maintain adequate instruments and equipment and employ competent agents for measuring and shall continuously measure and keep records of the rainfall and run-off of the watershed tributary to the conservation works of the parties of the second part, and the inflow and discharge thereof, and the manner of discharge showing the part diverted for use and that passing over the spillways and the seepage and evaporation thereof. All such measurements and records required by the U. S. Geologic Survey and the State Water Commission of California shall be kept by the parties of the second part in the manner followed and approved by the officers of the United States Geologic Survey and by the State Water Commission of California, or by the officers for the time being performing the duties now performed by the State Water Commission of California, as a necessary means for arriving at proper conclusions under arbitration proceedings provided for in this agreement. Whenever the level of the subsurface water plane of said San Diego River at places riparian to said lands of the party of the first part shall appear to the party of the first part to be lower than the normal level of said subsurface water plane, then the question of whether the subsurface water plane is lower than said normal level, and if lower whether it was lowered by the diversion of water by the parties of the second part, and the question whether loss and damage has resulted to the said party of the first part, and the amount, if any, of such loss and damage shall be submitted to arbitration.

Nothing herein contained and no construction of dams or works hereunder shall be construed as a waiver by the party of the first part, of any damage to his said land and/or the improvements thereon including crops which shall hereafter accrue, and for which the said parties of the second part would be liable had this agreement not been made.

A R B I T R A T I O N

Whenever the party of the first part, his successors and assigns, shall claim damages or loss hereunder from the parties of the second part, their successors and assigns, he, or they, shall present a statement of his or their claims and the amount of damages claimed by him or them, to some one of the parties of the second part, or some of their successors and assigns, and unless the damages are agreed upon and paid

within ten (10) days thereafter, he or they may require that a Board of Arbitrators be constituted hereunder and the matter in controversy submitted to said Board within thirty (30) days after presenting said claim.

The State Water Commission of California, so long as the same shall consist of three or more members and provided it will undertake the arbitration, is hereby agreed to as the Board of Arbitrators. If the duties of the State Water Commission of California are transferred to any Board of Commission of the State of California having three or more members, then such Board shall constitute the Board of Arbitrators. If the Water Commission of the State of California shall be reduced to less than three members, or the Board to which its duties are transferred shall be less than three members, or the said Water Commission or the officers so exercising its powers shall decline or refuse to act, then the Board of Arbitrators shall be constituted by the party of the first part appointing one member and the parties of the second part appointing one member, and the two so appointed shall select the third member and the three together shall constitute a Board of Arbitrators. A majority in number of the Board of Arbitrators may make an award, but only after the form of the award shall have been submitted for the approval or disapproval of all of the members of the Board of Arbitrators, and the award shall be final and binding on the parties, their heirs, administrators, successors and assigns.

The award of money damages shall not be construed to permit the parties of the second part, their successors and/or assigns to deprive the land of the party of the first part of water to which it is entitled hereunder, but said award shall secure said water to said land for the future. The parties hereto hereby agree that they will submit any such claim of damages to the Board of Arbitrators, in such forms that the award of the said arbitrators so chosen may be entered as a judgment of the Superior Court of the County of San Diego, if the laws of the State of California at the time so authorize.

Should the Board of Arbitrators award to the party of the first part damages in excess of two-thirds of those claimed by it, then all the costs of arbitration in addition to said damages shall be paid by said parties of the second^{part}. Should the award of damages to the party of the first part be less than two-thirds of the damages claimed by it then the costs of the arbitration shall be paid by the party of the first part or its successor in interest demanding the arbitration.

It is hereby agreed that the Board of Arbitration shall determine the use of the water in controversy pending the hearing and award, and the right to the use of the water in controversy by its award, and may direct the release of water from time to time by the parties of the second part to carry into effect this agreement or any award made by such Board.

It is hereby stipulated and agreed that the rights conveyed hereby and each and every reservation, exception, covenant, stipulation and agreement herein contained are and shall be construed, both as a condition of this conveyance, and as a covenant running with the land of the party

of the first part above described, and running with the water system and conservation works of the parties of the second part for diverting water of the San Diego River or any part thereof, of which system said dam or any dam constructed at or about the place where said dam is authorized to be constructed shall be a part, and that all said reservations, exceptions, covenants, stipulations and agreements shall inure to the benefit of each of the parties hereto, their heirs, administrators, executors, successors and assigns, and shall likewise bind and be binding upon each of the parties hereto, their heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the said parties have hereunto subscribed their names, and the party of the first part has caused its corporate seal to be affixed by its officers thereunto first duly authorized, at the City of Pasadena, County of Los Angeles, State of California, this _____ day of _____, 1918.

F. & W. Thum Company,

By _____
President

and _____
Secretary

Party of the first part.

Parties of the second part.

DATA TO BE FURNISHED
BY WATER COMMISSION

It is hereby stipulated and agreed that this contract shall be forthwith submitted to the State Water Commission of California, and the said Water Commission is hereby authorized to determine the precise location and description of those lands of the party of the first part which are riparian to said San Diego River and when so determined such description shall be inserted herein in place of the letter "A". Having been supplied with said description by said Water Commission, the parties hereto agree that they will execute and acknowledge an agreement in the preceding form with said language so approved by said Water Commission in place of said letter "A", and that each of the parties hereto execute and acknowledge the said agreement in quadruplicate so that the same may be recorded under the laws of the State of California. One of said copies so executed shall be delivered to the party of the first part, and two of said copies to the parties of the second part and one to the said Water Commission.

IN WITNESS WHEREOF the said parties of the second part have hereunto subscribed their names and the party of the first part has hereunto caused its corporate name to be subscribed and its official seal to be affixed by its proper officers thereunto first duly authorized this _____ day of _____, 1918.

F. & W. Thum Company,

By _____

President

and _____

Secretary

Party of the First Part.

Subscribing Witness

Subscribing Witness

Parties of the Second Part.

THIS AGREEMENT, made and entered into as of the
Second day of June 1919 by and
between _____

parties of the first part, and JAMES A MURRAY, WM. G. HENSHAW
and ED. FLETCHER, parties of the second part,

W I T N E S S E T H :

Whereas said party of the first part is the owner
and in possession of all that certain real property situated
in said County of San Diego, more particularly described as
follows, to-wit:

Whereas the parties of the second part desire to
construct one or more dams and reservoirs for impounding and
diverting a portion of the waters of said San Diego River,
above the lands of the party of the first part,

NOW THEREFORE, In consideration of the mutual bene-
fits to accrue to the respective parties, the parties hereby
do agree as follows:

Upon the conditions and subject to the reservations
and exceptions herein contained, the parties of the first part
hereby remise, release and quitclaim to said parties of the
second part, their heirs, successors and assigns, the right
to construct such dams and reservoirs and to impound and divert
the waters of said San Diego River and its tributaries. The
parties of the first part hereby except and reserve to the
lands above described the prior right to so much of the water
of said San Diego River riparian thereto as from time to time
may be beneficially used thereon, and also any prior right
which they may have by virtue of actual diversion and use of the
waters of said San Diego River, and the diversion by said
parties of the second part of any of the water in or which
would come to said San Diego River, however long said diversion
by said parties of the second part shall be continued shall not
deprive said land of the said parties of the first part of said
excepted and reserved prior riparian rights; Provided, however,
that these exceptions and reservations shall not affect the
prior right of the parties of the second part to continue to
divert water for the use in the manner, for the purposes and
of the amount which has been diverted and used by means of
diversion and storage works now in use.

out

In view of the fact that the said additional storage and diversion of the waters of said San Diego River by the said parties of the second part, as permitted hereunder, may lower the level of the subsurface water plane of said San Diego River at the places riparian to said lands of the parties of the first part, it is hereby agreed as follows: Until the same shall be undertaken and maintained by competent public authority, the parties of the second part shall install and maintain adequate instruments and equipment and employ competent agents for measuring and shall continuously measure and keep records of the rain-fall and run-off of the watershed tributary to the conservation works of the parties of the second part, and the inflow and discharge thereof, and the manner of discharge showing the part diverted for use and that passing over the spillways and the seepage and evaporation thereof. All such measurements and records required by the U. S. Geologic Survey and the State Water Commission of California shall be kept by the parties of the second part in the manner followed and approved by the officers of the United States Geologic Survey and by the State Water Commission of California, or by the officers for the time being performing the duties now performed by the State Water Commission of California, as a necessary means for arriving at proper conclusions under arbitration proceedings provided for in this agreement. Whenever the level of the subsurface water plane of said San Diego River at places riparian to said lands of the parties of the first part shall appear to the parties of the first part to be affected, to the injury of said parties of the first part by the said additional storage and diversion of water by the parties of the second part, the question whether loss and damage has resulted to the said parties of the first part, and the amount, if any of such loss and damage shall be submitted to arbitration.

Nothing herein contained and no construction of dams or works hereunder shall be construed as a waiver by the parties of the first part, of any damage to their said land and or the improvements thereon, including crops, which shall hereafter accrue, and for which the said parties of the second part would be liable had this agreement not been made.

It is further agreed that should any other questions not herein specifically enumerated, but pertaining to the riparian rights, or other water rights of the parties in interest, arise, the same shall be referred to the State Water Commission for final determination upon hearing after notice to the parties in interest.

A R B I T R A T I O N

Whenever the party of the first part, his successors and assigns shall claim damages or loss hereunder from the parties of the second part, their successors and assigns, he, or they, shall present a statement of his or their claims and the amount of damages claimed by him or them, to some one of the parties of the second part, or some of their successors and assigns, and unless the damages are agreed upon and paid within ten (10) days thereafter, he or they may require that a Board of Arbitrators be constituted hereunder and the matter in controversy submitted to said Board within thirty (30) days after presenting said claim.

The State Water Commission of California so long as the same shall consist of three or more members and provided it will undertake the arbitration, is hereby agreed to as the Board of Arbitrators. If the duties of the State Water Commission of

California are transferred to any Board or Commission of the State of California, having three or more members, then such Board shall constitute the Board of Arbitrators. If the Water Commission of the State of California shall be reduced to less than three members or the Board to which its duties are transferred, shall be less than three members, or the said Water Commission or the officers so exercising its powers shall decline or refuse to act, then the Board of Arbitrators shall be constituted by the party of the first part, appointing one member, and the parties of the second part appointing one member, and the two so appointed shall select the third member and the three together shall constitute a Board of Arbitrators. A majority in number of the Board of Arbitrators may make an award, but only after the form of the award shall have been submitted for the approval or disapproval of all of the members of the Board of Arbitrators, and the award shall be final and binding on the parties, their heirs, administrators, successors and assigns.

The award of money damages shall not be construed to permit the parties of the second part, their successors and or assigns to deprive the land of the party of the first part of water to which it is entitled hereunder, but said award shall secure said water to said land for the future. The parties hereto hereby agree that they will submit any such claim of damages to the Board of Arbitrators, in such forms that the award of the said arbitrators so chosen may be entered as a judgment of the Superior Court of the County of San Diego, if the laws of the State of California at the time so authorize.

Should the Board of Arbitrators award to the party of the first part damages in excess of two-thirds of those claimed by it, then all the costs of arbitration in addition to said damages shall be paid by said parties of the second part. Should the award of damages to the party of the first part be less than two-thirds of the damages claimed by it then the costs of the arbitration shall be paid by the party of the first part or its successor in interest demanding the arbitration.

It is hereby agreed that the Board of Arbitration shall determine the use of the water in controversy pending the hearing and award, and the right to the use of the water in controversy by its award, and may direct the release of water from time to time by the parties of the second part to carry into effect this agreement or any award made by such Board, and said parties of the second part hereby agree to abide by and conform to such directions.

It is hereby stipulated and agreed that the rights conveyed hereby and each and every reservation, exception, covenant, stipulation and agreement herein contained are and shall be construed, both as a condition of this conveyance, and as a covenant running with the land of the party of the first part above described, and running with the water system and conservation works of the parties of the second part for diverting water of the San Diego River or any part thereof, of which system said dam or any dams shall be a part, and that all said reservations, exceptions, covenants, stipulations and agreements shall inure to the benefit of each of the parties hereto, their heirs, administrators, executors, successors and assigns, and shall likewise bind and be binding upon each of the parties hereto, their heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the said parties have hereunto
subscribed their names, and the party of the first part has
caused its corporate seal to be affixed by its officers there-
unto first duly authorized, at the City of Pasadena, County
of Los Angeles, State of California, this _____ day
of _____ 1919.

By _____
President

and _____
Secretary
Party of the First Part.

Parties of the Second Part.

C O P Y

of

A G R E E M E N T

between

RIPARIAN OWNERS ON
SAN DIEGO RIVER

and

JAMES A. MURRAY, WM. G.
HENSHAW and ED FLETCHER.

THIS INDENTURE made the twenty-first day of August, 1919, by and between F. & W. THUM COMPANY, a corporation organized and existing under the laws of the State of California, party of the first part, and OTAYLITE PRODUCTS COMPANY, a corporation organized and existing under the laws of the State of California, party of the second part, W I T N E S S E T H:

That the said party of the first part, for and in consideration of the covenants and agreements hereinafter contained on the part of the said party of the second part, doth hereby grant and convey unto the said party of the second part the right of entering in and upon the land hereinafter described for the purpose of searching for chalk, otherwise known as carbonate of lime or calcium carbonate, and of conducting quarrying operations into the strata of carbonate of lime, not to exceed four (4) feet from the upper surface of said strata and over an area not to exceed a total area of ten (10) acres, (but not to mine by tunnel or shaft or other sub-surface operations and not to hold possession of any other part of said lands for any purpose other than the quarrying of said carbonate of lime and the removal of the same), for the term of five (5) years from the date hereof, yielding and paying to the said party of the first part on the tenth day of each and every month of said term, beginning with the tenth day of September, 1919, a rent or royalty of fifty cents (50¢) for each

and every ton of two thousand (2,000) pounds of said carbonate of lime, including earth and gross substances, removed from said lands during the preceding calendar month; provided, that in any event the said party of the second part shall pay a minimum rent or royalty of twenty-five dollars (\$25.00) on the tenth day of each and every month; and in the event that said party of the second part shall pay a rent or royalty to any person whatsoever of more than fifty cents (50¢) a ton for carbonate of lime mined or quarried by it in the County of San Diego, then the said party of the second part shall pay to the party of the first part hereunder the maximum royalty or rent so paid by the said party of the second part.

And the said party of the second part, for itself and its successors and assigns, does hereby covenant with the party of the first part, its successors and assigns as follows, to-wit:

That said party of the second part will pay or cause to be paid to said party of the first part the said rent and royalty reserved as the same shall become due, and that no damage shall be done to or upon the lands and the said premises other than may be necessary in conducting the said quarrying operations; and

That as it conducts its quarrying operations it will preserve the surface soil and after removing the said carbonate of lime will replace the said surface soil over the surface of the ground where the said carbonate of lime has been removed; and

That it will not quarry, open up or disturb the surface of more than ten (10) acres out of the total of forty (40) acres described as the demised premises; and

That it will not remove any carbonate of lime or other substance from said lands except to its works or plant or plants in the County of Los Angeles or the County of San Diego for the purpose of refining and packing the same at said works or plant; and

That it will not assign, underlet or part with the possession of the whole or any part of said lands, or the right or privilege of removing carbonate of lime therefrom without the consent in writing of the said party of the first part first had and obtained; and

That it will save harmless and indemnify the said party of the first part from and against all loss, liability or expense that may be incurred by reason of any accident with the machinery or equipment or from any damage, neglect or misadventure arising from or in any way growing out of the operations of said party of the second part; and

That it will not quarry, remove or disturb any Fullers' Earth that may be discovered, or any valuable deposits of any substances other than the said carbonate of lime, and if it, the said party of the second part, its officers, agents or employees, should or shall discover any deposits of Fullers' Earth or other deposits of valuable material it will promptly advise the said party of the first part of the nature of said deposits and of the

place where the same have been discovered; and That it will keep a true and correct account and render to the party of the first part monthly statements, accompanied by vouchers, showing the amount of all carbonate of lime and other materials taken from the premises, and permit the said party of the first part, as it shall request, to examine the way-bills, bills of lading and books for the purpose of checking the said accounts.

It is hereby stipulated and agreed that the said party of the first part may terminate the right of the said party of the second part hereunder by notice that it has sold or platted for sale in parcels the said land and premises, in which event the said party of the second part shall have six (6) months after the notice of said termination within which to remove from and surrender up said lands, during which six (6) months it may remove carbonate of lime from said lands, but not to exceed fifty per cent (50%) more than it shall have removed and paid a royalty on during the six months immediately preceding said notice of termination, and that upon the expiration of said six (6) months or at the end of the term or the sooner termination of its rights hereunder it, the said party of the second part, will deliver up, without demand or further notice, to the said party of the first part the said premises with the appurtenances in good order, with the surface soil restored and evenly spread over its said workings.

Upon the violation by the said party of the second part or any person under it of any covenant herein contained, the term of this indenture shall, at the option of the party of the first part, expire and the said land and premises, with the appurtenances, shall be restored to the said party of the first part, and the said party of the first part may repossess itself of the said premises and remove all persons occupying the same.

The said land and premises on and in which the party of the second part is hereby granted the right of quarrying not to exceed a total of ten (10) acres are situated in that part of Section 33, Township 15 South, Range 1 West, and/or Section 4, Township 16 South, Range 1 West, east of the road on the upper edge of bluff and running down the side of the bluff toward the north end thereof, in the El Cajon Rancho in the County of San Diego, State of California; together with an easement and right-of-way thirty (30) feet wide from said lands through the adjacent lands of the party of the first part to the easterly boundary of said adjoining lands; the said forty (40) acre tract and the said right-of-way being more particularly marked upon the plat attached hereto marked "Chalk Quarry, Forty-acre Tract and Right-of-Way under an Indenture dated August 21, 1919, between F. & W. Thum Company, a corporation, and Otaylite Products Company, a corporation", and hereby made a part hereof.

IN WITNESS WHEREOF, the said parties have here-

unto caused their corporate names to be subscribed and their corporate seals to be affixed by their proper officers thereunto duly authorized.

F. & W. THUM COMPANY,

By _____
President

By _____
Secretary

OTAYLITE PRODUCTS COMPANY,

By _____
President

By _____
Secretary

WHEREAS the forty (40) acres of land out of which ten (10) acres are to be let as a carbonate of lime quarry by the undersigned F. & W. THUM COMPANY to the undersigned OTAYLITE PRODUCTS COMPANY have not been located,

IT IS HEREBY AGREED that the said OTAYLITE PRODUCTS COMPANY shall cause the same to be located by survey and to plat the same, both at its own cost and expense, and that the same being surveyed and platted and the survey and plat approved by the said F. & W. THUM COMPANY the said parties will execute an indenture in the above form.

IN WITNESS WHEREOF, the parties have hereunto caused their corporate names to be subscribed this 21st day of August, 1919.

F. & W. THUM COMPANY,

By William Thum
President

By Ferdinand Thum
Secretary

OTAYLITE PRODUCTS COMPANY,

By J. V. Apablaza
Agent

COPY
FOR ED. FLETCHER

LEASE

F. & W THUM COMPANY

to

OTAYLITE PRODUCTS COMPANY

Dated: August 21, 1919.

Suggested substitute for
Stein's clause.

Provided, however, that nothing herein contained shall prevent the said parties of the first part from instituting and prosecuting in any court of competent jurisdiction any appropriate action or legal proceeding to protect their rights hereunder; but if the said parties of the first part shall elect to have any question arising under this contract submitted to arbitration, the said submission shall constitute a waiver of the right to bring an action in court to settle the question so submitted to arbitration, and the arbitration proceedings shall be binding and conclusive as hereinbefore provided.

7/1/20
I returned the copy
of water agreement to
Mr. Fletcher yesterday
W. J.

Water Agreement
Second form of June 2nd 1919
No Affidavits

THIS AGREEMENT, made and entered into as of the 2nd day of June, 1919, by and between F. & W. THUM COMPANY, a corporation, of the County of Los Angeles, State of California, party of the first part, and JAMES A. MURRAY, WM. G. HENSHAW and ED. FLETCHER, parties of the second part.

W I T N E S S E T H:

WHEREAS said party of the first part is the owner and in possession of all that certain real property situated in the County of San Diego, State of California, more particularly described as follows, to-wit:

In Tract T, Rancho El Cajon, in the County of San Diego, State of California; the east 27.8 acres of SE $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 21, Township 15, Range 1 West. -- SW $\frac{1}{4}$ of SE $\frac{1}{4}$ Section 21, Township 15, Range 1 W. -- East 55.60 acres of NW $\frac{1}{4}$ Section 28, Township 15, Range 1 W. -- W $\frac{1}{2}$ of NE $\frac{1}{4}$, Section 28, Township 15, Range 1 W.

WHEREAS the parties of the second part desire to construct one or more dams and reservoirs for impounding and diverting a portion of the waters of said San Diego River, above the lands of the party of the first part,

NOW THEREFORE, in consideration of the mutual benefits to accrue to the respective parties, the parties hereby do agree as follows:

Upon the conditions and subject to the reservations and exceptions herein contained, the party of the first part hereby remises, releases and quitclaims to said parties of the second part, their heirs, successors and assigns, the right to construct such dams and reservoirs and to impound and divert the waters of said San Diego River and its tributaries. The party of the first part hereby excepts and reserves from this conveyance to the lands above described the prior right so much of the water of said San Diego River riparian to said lands as from time to time may be beneficially used thereon, and also excepts and reserves from this conveyance any prior right which said party of the first part may have by virtue of actual diversion and use of the waters of said San Diego River, and the diversion by said parties of the second part of any of the water in or which would come to said San Diego River, however long said diversion by said parties of the second part shall be continued, shall not deprive said land of the said party of the first part of said excepted and reserved prior rights; provided, however, that these exceptions and reservations shall not affect the prior right of the parties of the second part to continue to divert water for the use, in the manner, for the purposes and of the amount which has been diverted and used by means of diversion and storage works in use on the 2nd day of June, 1919.

2 copies of
this agreement
7 & W Thum Co
12/29/1919

In view of the fact that the said additional storage and diversion of the waters of said San Diego River by the said parties of the second part, as permitted hereunder, may lower the level of the subsurface water plane of said San Diego River at the places riparian to said lands of the party of the first part, it is hereby agreed as follows: Until the same shall be undertaken and maintained by competent public authority, the parties of the second part shall install and maintain adequate instruments and equipment and employ competent agents for measuring and shall continuously measure and keep records of the rain-fall and run-off of the watershed tributary to the conservation works of the parties of the second part, and the inflow and discharge thereof, and the manner of discharge showing the part diverted for use and that passing over the spillways and the seepage and evaporation thereof. All such measurements and records required by the U.S. Geologic Survey and the State Water Commission of California shall be kept by the parties of the second part in the manner followed and approved by the officers of the United States Geologic Survey and by the State Water Commission of California, or by the officers for the time being performing the duties now performed by the State Water Commission of California, as a necessary means for arriving at proper conclusions under arbitration proceedings provided for in this agreement. Whenever the level of the subsurface water plane of said San Diego River at places riparian to said lands of the party of the first part shall appear to the party of the first part to be affected, to the injury of said party of the first part, by the said additional storage and diversion of water by the parties of the second part, the question whether loss and damage have resulted to the said party of the first part and the amount, if any, of such loss and damage shall be submitted to arbitration.

The parties of the second part shall not be liable in damages by reason of their continuing to divert water for the use, in the manner, for the purposes and of the amount which has been diverted and used by them by means of diversion and storage works in use on the 2nd day of June, 1919, Provided, however, that nothing herein contained and no construction of dams or works hereunder shall be construed as a waiver by the party of the first part of any other damage or injury to its said lands and or the improvements thereon, including crops, which shall hereafter accrue and for which the said parties of the second part would be liable had this agreement not been made.

It is further agreed that should any other questions not herein specifically enumerated, but pertaining to the riparian rights or other water rights of the parties in interest, arise, the same shall be referred to the State Water Commission for final determination upon hearing after notice to the parties in interest.

A R B I T R A T I O N .

Whenever the party of the first part, its successors and assigns shall claim damages or loss hereunder from the parties of the second part, their successors and assigns, it, he or they shall present a statement of its, his or their claims and the amount of damages claimed by it, him or them, to some one of the parties of the second part, or some of their successors and assigns, and, unless the damages are agreed upon and paid within ten (10) days thereafter, it, he or they may require that a Board of Arbitrators be constituted hereunder and the matter in controversy submitted to said Board within thirty (30) days after presenting said claim.

The State Water Commission of California, so long as the same shall consist of three or more members and provided it will undertake the arbitration, is hereby agreed to as the Board of Arbitrators. If the duties of the State Water Commission of California are transferred to any Board or Commission of the State of California having three or more members, then such Board shall constitute the Board of Arbitrators. If the Water Commission of the State of California shall be reduced to less than three members or the Board to which its duties are transferred shall be less than three members, or the said Water Commission or the officers so exercising its powers shall decline or refuse to act, then the Board of Arbitrators shall be constituted by the party of the first part appointing one member and the parties of the second part appointing one member, and the two so appointed shall select the third member and the three together shall constitute a Board of Arbitrators. A majority in number of the Board of Arbitrators may make an award, but only after the form of the award shall have been submitted for the approval or disapproval of all the members of the Board of Arbitrators, and the award shall be final and binding on the parties, their heirs, administrators, successors and assigns.

The award of money damages shall not be construed to permit the parties of the second part, their successors and/or assigns to deprive the land of the party of the first part of water to which it is entitled hereunder, but said award shall secure said water to said land for the future. The parties hereto hereby agree that they will submit any such claim of damages to the Board of Arbitrators in such form that the award of the said arbitrators so chosen may be entered as a judgment of the Superior Court of the County of San Diego, if the laws of the State of California at the time so authorize.

Should the Board of Arbitrators award to the party of the first part damages in excess of two-thirds of those claimed by it, then all the costs of arbitration in addition to said damages shall be paid by said parties of the second part. Should the award of damages to the party of the first part be less than two-thirds of the damages claimed by it, then the costs of the arbitration shall be paid by the party of the first part or its successors in interest demanding the arbitration.

It is hereby agreed that the Board of Arbitrators shall determine the use of the water in controversy pending the hearing and award, and the right to the use of the water in controversy by its award, and may direct the release of water from time to time by the parties of the second part to carry into effect this agreement or any award made by such Board, and said parties of the second part hereby agree to abide by and conform to such directions.

It is hereby stipulated and agreed that the rights conveyed hereby and each and every reservation, exception, covenant, stipulation and agreement herein contained are and shall be construed as both a condition of this conveyance and a covenant running with the land of the party of the first part, above described, and running with the water system and conservation works of the parties of the second part for diverting water of the San Diego River, or any part thereof, of which system said dam or any dams shall be a part, and that all said reservations,

exceptions, covenants, stipulations and agreements shall inure to the benefit of each of the parties hereto, their heirs, administrators, executors, successors and assigns, and shall likewise bind and be binding upon each of the parties hereto, their heirs, administrators, executors, successors and assigns.

In the event that the parties of the second part shall sell and convey all their dams and reservoirs, and right to construct dams and reservoirs and right to impound and divert the waters of the said San Diego River and its tributaries forming a part of the Cuyamaca System, of which the water rights secured to the parties of the second part by this agreement form a part, TO A MUNICIPAL OR OTHER PUBLIC CORPORATION OF THE STATE OF CALIFORNIA OR TO A PUBLIC UTILITY COMPANY AUTHORIZED BY THE RAILROAD COMMISSION TO ACCEPT TITLE THERE TO, and the said purchaser from the parties of the second part shall by the contract of purchase and the deed of conveyance assume all the obligations of the parties of the second part hereunder, then and in that event the said parties of the second part, their heirs and assigns shall thereupon be released from any personal liability to the party of the first part to the extent that the same are assumed by the said purchaser.

IN WITNESS WHEREOF the said parties have hereunto subscribed their names and the party of the first part has caused its corporate seal to be affixed by its officers thereunto first duly authorized, at the city of Pasadena, County of Los Angeles, State of California this _____ day of _____ 1919; and the respective parties have acknowledged this agreement so as to entitles the same to record.

F. & W. THUM COMPANY,

By _____,
President,

and _____,
Secretary,

Party of the First Part.

Ed Fletcher

Ed Fletcher

Parties of the Second Part.

STATE OF CALIFORNIA,)
)ss.
COUNTY OF LOS ANGELES.)

On this _____ day of _____

A.D.1919, before me _____, a Notary Public in and for said County of Los Angeles, State of California, residing therein, duly commissioned and qualified, personally appeared WILLIAM THUM, known to me to be the President and FREDINAND THUM, known to me to be the Secretary of F. & W. THUM COMPANY, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the Corporation therein named, and acknowledged to me that such corporation executed the same.

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

Notary Public in and for the County of
Los Angeles, State of California.

STATE OF CALIFORNIA,)
)ss.
COUNTY OF LOS ANGELES.)

On this _____ day of _____

A.D.1919, before me _____, a Notary Public in and for said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared WILLIAM G. HENSHAW, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Notary Public in and for the County of
Los Angeles, State of California.

STATE OF CALIFORNIA,)
)ss.
COUNTY OF SAN DIEGO.)

On this _____ day of _____

A.D. 1919, before me _____, a Notary Public in and for said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared ED FLETCHER, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

STATE OF _____

COUNTY OF _____

ss.

On this _____ day of _____

A.D. 1919, before me _____, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared JAMES A. MURRAY, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Notary Public in and for the County of _____
State of _____

AGREEMENT

Between

F. & W. THUM COMPANY A Corp.

And

James A Murray
W. G. HENSHAW and ED FLETCHER.

Ed Fletcher Papers

1870-1955

MSS.81

Box: 45 Folder: 6

**Business Records - Business Partnerships -
Thum, Ferdinand and William - Riparian
Rights Agreement: Thum Company**



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