

March
29-1934

March Twenty-ninth
1 9 3 4

Colonel Ed Fletcher:
San Diego, California

Dear Col. Fletcher:

In consideration of \$1 and other considerations, the receipt of which is hereby acknowledged, we give you or your assigns an option for one year from date to purchase certain water rights and rights to flood as it affects the 40 acres which we own in Section 33 and _____, Township 12-R. 1 W S.B.M. all as per legal description of agreement made with the City of San Diego for the purchase of same, the consideration to us to be \$ 3000⁰⁰

We agree as follows:

1. To transfer all riparian and all water rights.
2. ~~To grant floodage rights below the 595 foot contour above sea level without responsibility or liability for any damage occasioned thereby and without further consideration.~~
3. Give to you the right to divert the San Pasqual river water from the water shed by means of dams, pumping or otherwise.
4. An agreement to execute agreements or deeds of conveyance of some kind to the above containing words of conveyance approved by the City of San Diego. The final contract to be approved by the city attorney of the City of San Diego.
5. We reserve the right, when the water is available, to divert by gravity or pumping, water for use upon the lands included in this option, not to exceed normal use for domestic and irrigation purposes.

We agree to put all papers in escrow when the money is placed in any bank in San Diego and will pay for the continuation of the certificate of title, which the City of San Diego now has in its possession, showing the property will be free and clear of encumbrance at the time the money is paid and the agreements go on record.

Time is of the essence.

The above intended
Witness to June 19 35
Alice B. Kinsman
Wm H. Dyer
Lucie R. Dyer
Wm H. Dyer
Lucie R. Dyer

April
3-1934

April 3 1934

1934

Colonel Ed Fletcher
San Diego, California

Dear Col. Fletcher:

In consideration of \$1 and other considerations, the receipt of which is hereby acknowledged we give you or your assigns an option for one year from date to purchase certain water rights and rights to flood as it affects the 160 acres, more or less, in the San Pasqual Valley, San Diego County, California which we own in Section 33, Township 12, Range 1 W S.B.M. The consideration to us to be \$8000.00 cash.

We agree as follows:

1. To transfer all riparian and all water rights.
2. ~~To grant floodage rights below the 395 foot contour above sea level without responsibility or liability for any damage occasioned thereby and without further consideration.~~
3. Give to you the right to divert San Pasqual river water from the water shed by means of dams, pumping or otherwise.
4. An agreement to execute agreements or deeds of conveyance of some kind to the above containing words of conveyance approved by the City of San Diego. The final contract to be approved by the city attorney of the City of San Diego.
5. We reserve the right, when the water is available, to divert by gravity or pumping, water for use upon the lands included in this option, not to exceed normal use for domestic and irrigation purposes.

We agree to put all papers in escrow when the money is placed in any bank in San Diego and will pay for the continuation of the certificate of title, which the City of San Diego now has in its possession, showing the property will be free and clear of encumbrance at the time the money is paid and the agreements go on record.

Time is of the essence.

WITNESS:

Fred A. Dyer
Wm H. Dyer

Escondido Cal.

April 17 1933

Ed. Fletcher Co.

San Diego

Dear Sir.

In reply to your letter of April 14, I will include the floodage rights for \$2,000.00 more, a total of \$8,000 for the riparian rights and the right to flood.

Yours truly

Fred A. Dyer

Escondido

Route 1 Box 232 Calif.

Escondido, California
April 24th, 1933.

Ed Fletcher Co.

1020 - Ninth Ave.

San Diego, California

Dear Sir — We agree to furnish floodage rights to the 395-foot level for an additional \$2,000 or a total of \$5,000. This is 50% of original purchase price offered and we feel that water and floodage rights have not depreciated as have land values.

Respectfully
Wm H. Dyer

FLETCHER HILLS
SOLANA BEACH
CUYAMACA

AVOCADO ACRES
GROSSMONT
PINE HILLS

Ed Fletcher Co.

1020 NINTH AVENUE
SAN DIEGO, CALIFORNIA

February Seventh

1 9 5 5

Mr. Fred A. Dyer
Route 1, Box 232
Escondido, Calif.

Dear Mr. Dyer:

We are negotiating with the City of San Diego regarding the sale of the water rights and there is good indication that a deal will be made.

They have asked for a price on the land with water rights. Will you please let me know what your price for cash is, if you care to sell. If not write and tell me so.

I think all they want the information as to price is to see whether it is advisable to buy the entire property or just the water rights with the reservation protecting your water supply as per our agreement.

A reply by return mail will be greatly appreciated.

Sincerely yours,



EF:ASK

Enonchido Cal

Feb 8 1935

Ed. Fletcher Co

San Diego

Dear Sir.

In reply to your letter of Feb. 7. The
Price of the land with water rights is
fourteen thousand dollars (\$14000) to me.
Water rights only six thousand dollar
(\$6000) ~~cash~~ cash to me

Sincerely,

Fred A Dyer

Enonchido

Route 1 Box 548

Cal.

Escondido Cal.
Feb. 28 1939

Ed Fletcher co
San Diego
Cal

Dear Sir.

In reply to your
letter of Feb. 13, will say
that we prefer an out
right sale, and you go
right ahead and represent
us.
Hoping the bonds carry
and wishing you success
I remain
yours truly
Fred A Dyer

March 4, 1939

Mr. Fred A. Dyer,
Escondido, California.

My dear Mr. Dyer:

Your letter of February 28th
received after Senator Fletcher had left for Sacramento.
We will notify him of your reply and hold same for his
attention on his return from the legislature.

Yours sincerely,

Secretary

KLM

October 3, 1939

City of San Diego
San Diego, California

Gentlemen:

In consideration of \$ 500.00 paid me on or before May 1st 1940, I agree to sell you the right to complete Sutherland Dam within the so-called San Pasqual-San Vicente watershed, said dam being more particularly located in Section 28, Township 12 South, Range 2 East, S.B.M., San Diego County California; together with the right to impound and divert the water so impounded to other watersheds and originating Easterly from said dam. The property which I own, and affected by this agreement, is legally described as follows:

SE $\frac{1}{4}$ of NE $\frac{1}{4}$ Sec 33 - T12 - 1W

Time is the essence of this agreement. I acknowledge receipt of \$1.00 and other consideration in relation thereto.

Lucie R. Dyer

ED FLETCHER CO.
San Diego, Calif.

Gentlemen:

In consideration of your past and future services, in case the City of San Diego accepts the offer above mentioned, your company is to be paid five (5) percent commission on whatever we receive from the City of San Diego, said money to be paid out of escrow by the Title Company on our order.

Lucie R. Dyer

October 3, 1939

City of San Diego
San Diego, California

Gentlemen:

In consideration of \$ 2,000. paid me on or before May 1st 1940, I agree to sell you the right to complete Sutherland Dam within the so-called San Pasqual-San Vicente watershed, said dam being more particularly located in Section 28, Township 12 South, Range 2 East, S.B.M., San Diego County California; together with the right to impound and divert the water so impounded to other watersheds and originating Easterly from said dam. The property which I own, and affected by this agreement, is legally described as follows:

NE $\frac{1}{2}$ of NE $\frac{1}{4}$ } 80 acres
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ } 40 acres
NW $\frac{1}{4}$ of SE $\frac{1}{4}$ } 40 acres
Sec 33 - T12 - 1W

Time is the essence of this agreement. I acknowledge receipt of \$1.00 and other consideration in relation thereto.

Fred A. Dyer

ED FLETCHER CO.
San Diego, Calif.

Gentlemen:

In consideration of your past and future services, in case the City of San Diego accepts the offer above mentioned, your company is to be paid five (5) percent commission on whatever we receive from the City of San Diego, said money to be paid out of escrow by the Title Company on our order.

Fred A. Dyer

March 15, 1940

Ed Fletcher Company
1020 Ninth Avenue
San Diego, California

Gentlemen:

The option of selling to the City of San Diego the right to build Sutherland Dam and divert the water as per our agreement of _____ is hereby extended from May 1, 1940 until such time as the deal is consummated, the understanding being it can be cancelled on 30 days written notice after September 1, 1940.

Yours truly

Fred A. Dyer

Ed Fletcher Papers

1870-1955

MSS.81

Box: 6 Folder: 36

**General Correspondence - Dyer,
Fred William H. and Lucie R.**



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