

[also ca w/ KING] car

COLLECTION NAME ED FLETCHER

SERIES & FOLDER TITLE STATE LAND

Description of Material	Date Of Material	Re-Filed As:	
		Series	Folder Title
LETTER FAULKNER to Ed Fletcher	AUG 5 1914	ALPHA COFRES	FAULKNER

Regarding the unsurveyed lands within Lake Hodges:

No. 1 This 40 acres is the one on which the original damsite was located and was taken up by W. S. Post by means of Wyandotte Script. I have had Miss Deasy search for the patent but do not find it and I doubt if a patent has been issued as it is unsurveyed Government land, but the Land Office Records show it to be in the name of W. S. Post.
How we certificate get price
record Post deed now

On May 16, 1914, Mr. Post made a quitclaim deed to Ed Fletcher for this 40 acres. This deed has never been recorded and is now in your safe.

No. 2 There is a patent on the 40 acres, in your safe, issued to Philip R. Johnson, Dated December 21, 1914, which has never been recorded. Johnson deeded to W. G. Henshaw October 5, 1915.
How get certificate! piece
records Patent now

No. 3 Was taken up by means of Script by E. O. Faulkner, but I can find no record of a patent having been issued. The Land Office records show it in his name however.

No. 4 This 40 acres is vacant land according to records of the Land Office, subject, however, to an easement for floodage rights issued by the Department of the Interior, September 5, 1916. This 40 acres is unsurveyed land and can only be taken up by means of a certain class of script.
How get unsurveyed

No. 5 & 6 Both of these parcels are vacant land but are subject to the same easement for flooding as No. 4, granted Sept. 5, 1916.

No. 7 Is vacant land and we have no easement of any kind upon it. Parcels 5, 6, 7, can probably be taken up under the Stone Act.

No. 8 Contains 10.01 acres. Would you want to take this along with the other adjoining land under the Stone Act.

take all in my name under Stone Act or Ed Fletcher

Money Paid

At time of application
June 24 / 1919

10.00

274.65

284.65

Sept 5, 1912 First Asst Sec Interior approved map
filed by Ed Fletcher in connection with application
for Reservoir Easement in "Surveyed and Unsurveyed
portions of Sec 18 - T13 S8 R2W also in
Sec 5-6-7-8 & 17 said T & R also in Rancher
San Bernards
Los Angeles 024978 "F"

Buttner & Grey ?
O. R. W. Robinson ? Attys

I an answer to your inquiry concerning 80 Acs taken up by R. P. Johnson with Scip. I suppose you are referring to the 40 ac tracts in Section 18 - T13 S, R2 W

As nearly as I can unearth the history is as follows
 The SW 1/4 of the NE 1/4 is the 40 acs on which the original dam site was located and was taken up by W. S. Post by means of Certificate No 10 Indian "B" Wyandotte Scip Application No 023530 dated May 14, 1914

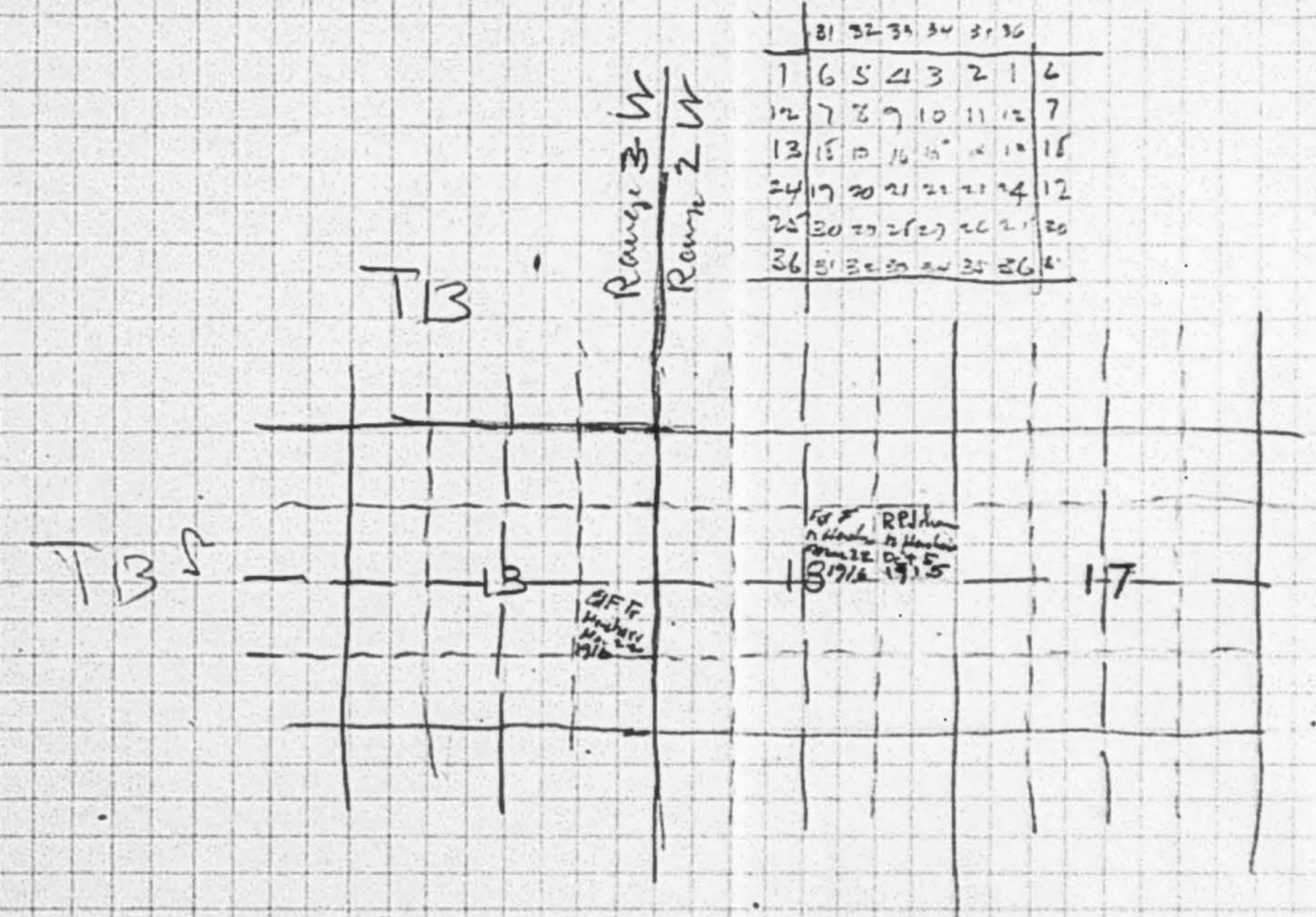
I am unable to find the patent for this land and I doubt if there has been one issued as it is unsurveyed Government land.

I have a letter from Dan Wickham which says the Land Office records show this 40 acs to be in the name of W. S. Post but the local records and the title companies show no patent issued.

On May 16, 1914 Mr Post made a Quitclaim deed to yourself for this 40 acs but this deed is in your safe and has not been recorded

On the SE 1/4 of the NE 1/4 there is a patent now in your safe issued to Philip R Johnson dated December 21, 1914. which has never been recorded here. Johnson deeded this land by a grant deed to W. G. Henshaw on Oct 5, 1915
~~not~~ The land taken in the name of W S Post cost \$45.00 per acre but I can find no record of the cost of the Johnson land.

SW 1/4 NE 1/4 was taken under a Wyandotte Indian scip selection by W. S. Post in May 1914
 To whom did Mr Post convey this title



SAN DIEGO, CALIFORNIA, May 14, 1919

Col. Ed Fletcher,
Office.

Dear Sir:-

There has never been a complete statement of the disposal of all of the acreage in the Lake Hodges Reservoir Site for the reason that the acreage on some of the U. S. lands has just been accurately determined.

The discrepancy referred to by Mr. Faulkner, however, is apparently due to a misunderstanding as to the disposal of the Chapman property.

The following is a complete and accurate statement of the lands within the Lake Hodges Reservoir showing the status of each:

Land to be deeded to the Cardiff Irrigation District.

A. B. Chapman	Property below 315 contour	141.30	
Eucalyptus Culture Co.	" " " "	67.50	
Nulton	" " " "	109.10	
Tom & Jim Carroll	" " " "	452.00	
Wm.G.Henshaw (Johnson)	" " " "		
(Scrip)	" " " "	4.75	
Ed Fletcher (Post Scrip)	" " " "	16.30	
E.O.Faulkner (Scrip) Above and	" " " "	40.00	830.95

Floodage rights acquired upon privately owned lands which are to be transferred to the Cardiff Irrigation District:

H. A. Fenton Property	- - - - -	85.00
Ed Fletcher	" - - - - -	231.00
F. C. Foster	" - - - - -	35.00
A. B. Smith	" - - - - -	2.50
M. Barnett	" - - - - -	172.80

Total floodage rights on privately owned land - - - - - 526.30

Floodage rights on U. S. Land by easement - - - - - 9.70

Grand Total - - - - - 1366.95

Yours respectfully,

THK:EK

Lot 1	- H. G. Fenton	Floodage Rights	85.00
2	- Ed Fletcher	Floodage Rights	231.00
3	- F. C. Foster	Floodage Rights	35.00
4	- A. B. Smith	Floodage Rights	2.50
6	- M. Barnett	Floodage Rights	172.80
8.	- A. B. Chapman	Deed	141.30
10	- Eucalyptus Culture	Deed	67.50
12	- Gould or Nulton)		
14	- Gould or Nulton)	Deed 109.1 ac.	(76.80
			(32.30
A	- Jim Carroll)		(211.80
B	- Jim Carroll)		(.10
C	- Jim Carroll)		(12.90
D	- Tom Carroll)		(10.80
E	- Tom Carroll)	Jim Carroll 262.5) Deed	(133.80
F	- Jim Carroll)) 452	(28.30
G	- Tom Carroll)	Tom Carroll 189.5) acres	(2.50
H	- Jim Carroll)		(9.40
I	- Tom Carroll)		(.26
K	- Tom Carroll)		(13.04
M	- Tom Carroll)		(29.10
O	- Henshaw)	Deed 4.75 ac.	(.21
P	- Henshaw)		(4.54
R	- Henshaw	Deed	16.30
J	- U S Easement	Floodage Rights	.10
L	- U S Easement	Floodage Rights	3.20
N	- U S Easement	Floodage Rights	1.10
Q	- U S Easement	Floodage Rights	5.30
S	- E O Faulkner	Deed	9.20
Total	- - - - -	- - - - -	1336.15
Lot T	- E O Faulkner -		
	Above 315 contour	Deed	30.80
GRAND TOTAL	- - - - -	- - - - -	1366.95

LAKE HODGES

Acreage of Floodage Rights Assigned:

Property:

Fenton -----	85.0	acres
Foster -----	35.0	"
Ed Fletcher et al ---	231.0	"
Smith -----	2.5	"
Barnet -----	172.8	"
Chapman -----	141.3	"
U S Unsurveyed -----	5.7	"
	<u>673.3</u>	"

Acreage of Lands Deeded:

Eucalyptus Culture Co.	67.5	"
C. B. Gould -----	(76.8)	"
	(32.3)	"
Tom Carroll)		
Jim Carroll) -----	452.0	"
Henshaw - Johnson -----	4.75	"
Ed Fletcher - Post ---	17.3	"
U S Application -----	5.0	"
Faulkner -----	9.2	"
	<u>664.85</u>	"

SAN ELIJO

Deeded Property:

Parker -----	10.67	acres
Lusardi -----	69.88	"
Connors -----	12.48	"
Bixler -----	7.10	"
	<u>100.13</u>	"

Taylor - Area Flooded ----- 161.74 acres

109A

Name of Property	Total Acres in property	Under agreement of sale to City Acres flooded	Difference between offer to City & total acres
Tom Carroll	360.0	167.0	193.0
Jim Carroll	737.0	212.0	525.0
Gould & Milton	670.0	80.0	590.0
Barnett	900.0	109.9	790.1
Smith	3.0	0.6	2.4
Eucalyptus	143.0	59.9	83.1
Chapman	460.0	107.5	352.5
Bernard	5175.0	92.1	5082.9
Foster	for Ownership	27	

~~The following property is mentioned in offer of sale to city as being easements on public lands only but some of this land has been acquired namely the SE 1/4 of NE 1/4 Sec 18 T13SR2W total 4.0 ac. Actually flooded 4.75 Easement in offer of sale calls for 3.5 acres~~
 In Section 18 the agreement calls for easements on US lands

George F. Staat and Rhoda D. Staat, his wife, for and in consideration of Ten and 00/100 Dollars, the receipt of which is hereby acknowledged, do hereby grant to San Dieguito Mutual Water Company, right of way for canal immediately after perfecting and receiving patent papers over the described property, subject to the approval of the United States Land Office.

All that Real Property situated in South half of Southwest quarter of Section 14, Township 13 South, Range 3 West, S. B. M., County of San Diego, State of California, bounded and described as follows:

A strip of land 50 feet wide and lying 25 feet on either side of a center line, said center line being described as follows: Beginning at a point on the east line of said South half of Southwest quarter, Section 14, Township 13 South, Range 3 West, S.B.M., whence the quarter corner of Sections 14 and 23, Township 13 South, Range 3 West, S.B.M., bears South 0° 30' West 1,121.3 feet;

- Thence South 71° 09' West 63.6 feet;
- Thence South 21° 51' West 173.6 feet;
- Thence South 50° 35' West 349 feet;
- Thence North 67° 50' West 309.5 feet;
- Thence South 53° 03' West 49.9 feet;
- Thence South 13° 43' West 82.2 feet;
- Thence South 8° 4' West 156.9 feet;
- Thence South 54° 20' West 131.3 feet;
- Thence South 81° 18' West 112.2 feet;
- Thence North 71° 46' West 85 feet;
- Thence South 36° 12' West 51.8 feet;
- Thence South 38° 07' East 167.6 feet;
- Thence South 3° 34' West 113.1 feet;
- Thence South 42° 16' West 278 feet to a point on

the south line of said Section 14, Township 13 South, Range 3 West, S.B.M., whence corner of Sections 14, 15, 22 and 25, Township 13 South, Range 3 West, S.B.M., bears North 89° 41' West 1,511.1 feet.

TO HAVE AND TO HOLD the above granted and described premises unto the said Grantee his heirs and assigns forever.

WITNESS our hands and seals this 2nd day of May 1917.

Signed and Executed in presence of
Lou B. Mathews.

George F. Staat (SEAL)
Rhoda D. Staat (SEAL)

Planner of Engineering
Canfield Rice
Frank Rogers
Don DeWally
Inspected
Don DeWally
109A
Inspected with office of Sale

Town Council	3600	1895	1670
James Council	737.0	262.5	2120
C. B. Gould & Millers	670.0	109.1	800
Bennett	900.0	172.8	109.9
Smith	30	2.5	0.6
Evered & Co.	143.0	67.5	59.9
Chapman	460.0	141.3	107.5
E. F. H. & Co.	5175.0	231.0	92.1
Foster			2.7

INDENTURE MADE this 1st day of October, 1918,
by and between SANTA FE LAND IMPROVEMENT COMPANY,
a California Corporation, hereinafter called the
GRANTOR, and SAN DIEGUITO MUTUAL WATER COMPANY,
a California Corporation, hereinafter called the
GRANTEE.

W I T N E S S E T H :

For a valuable consideration, the receipt of which is hereby acknowledged, Grantor Hereby grants and conveys to Grantee a strip of land 25 feet in width, the center line thereof being coincident with the center line of the conduit of the Grantee, as the same is now located and constructed upon the ground over and across that part of the Rancho San Dieguito, entering it at the eastern boundary line of said Rancho on the West side of Lot 1, Section 22, Township 13 South, Range 3 West, SBM, thence proceeding in a westerly direction to the boundary line of, and into the San Dieguito reservoir tract of land previously conveyed by Grantor to Grantee, all of said land being in San Diego County, California, together with the improvements thereon and appurtenances thereunto belonging.

This grant is subject to right of way for a public highway given to San Diego County which crosses it.

TO HAVE AND TO HOLD the same unto the said Grantee its successors and assigns forever.

IN WITNESS WHEREOF the Grantor has duly executed this indenture the day and year first above written.

SANTA FE LAND IMPROVEMENT COMPANY,

By W. E. Hodges
Its Vice President.

ATTEST:

A. Heaton
Asst. Secretary.

Form approved:
A.T. Clotfelter,
Solicitor.

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

On this 23rd day of October, A. D., 1918, before me,
C. N. Hedman, a Notary Public in and for the said County and State,
residing therein, duly commissioned and sworn, personally appeared
W. E. Hodges known to me to be the Vice President and A. Heaton known
to me to be the Asst Secretary of the Santa Fe Land Improvement Company
the Corporation that executed the within Instrument, known to me to be
the persons who executed the within Instrument, on behalf of the Cor-
poration 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 the day and year in this certificate first above
written.

(SEAL)

C. N. Hedman,
Notary Public in and for said County
and State.

Reuben

Dec 23, 1918

INDENTURE made this first day of October, 1918, by and between SANTA FE LAND IMPROVEMENT COMPANY, a California Corporation, hereinafter called the GRANTOR, and SAN DIEGUITO MUTUAL WATER COMPANY, a California Corporation, hereinafter called the GRANTEE.

W I T N E S S E T H :

For a valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee, its successors and assigns, a right of way for a water pipe line as now laid and constructed over and upon that part of the Rancho San Dieguito in San Diego County, California, described as follows:

Beginning at a point on the San Dieguito Reservoir tract below its dam; thence extending in a southwesterly direction to a point in the southwestern boundary line of said Rancho, 17.1 feet North 52 degrees 35 minutes West from the intersection of the line between Townships 13 South and 14 South, Range 3 West, with said southwestern boundary line of Rancho,

with right of ingress and egress upon said Rancho to the agents and employes of Grantee engaged in repairing and maintaining said pipe line, but under conditions which will do the least damage to the land or to crops growing thereupon.

Said water pipe shall be maintained in good condition, and any leaks promptly repaired. Whenever the pipe line, or any part of it, shall be uncovered, Grantee shall at its own cost promptly restore the surface of the ground to its original condition.

Where the land can be cropped, said pipe line shall

be laid and maintained in a covered trench at a depth to top of pipe not less than 18 inches, and elsewhere at a depth not less than 12 inches below the surface of the ground.

TO HAVE AND TO HOLD the above granted right of way unto the said Grantee, its successors and assigns forever, subject to the conditions herein set forth.

IN WITNESS WHEREOF the Grantor has duly executed this indenture the day and year first above written.

SANTA FE LAND IMPROVEMENT COMPANY,

By W. E. Hodges

Its Vice President

ATTEST:

A. Heaton,

Asst. Secretary.

Description Approved:

R. B. Ball, Chief Engineer

12/13/18
The A.T. & S.F. Ry. Co. Coast Lines

Form approved:
U.T. Clotfelter,
Solicitor.

STATE OF CALIFORNIA, }
COUNTY OF LOS ANGELES, } SS

On this 23rd day of October, A. D., 1918, before me, C. N. Stedman a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared W. E. Hodges known to me to be the Vice President and A. Heaton known to me to be the Asst. Secretary of the Santa Fe Land Improvement 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 hereto set my hand and affixed my official seal the day and year in this certificate first above written.

C. N. Stedman,

Notary Public in and for said County
and State.

(SEAL)

Recorded at request of Ed Fletcher, Dec. 23, 1918 at 23 min. past 10 o'clock A. M., in Book No. 770 of Deeds, page 146 et seq., Records of San Diego County, California.

John H. Ferry, County Recorder,

By W. Howard Ferry, Deputy.

Fee \$1.00

Compared: L. B. Woodward, Deputy County Recorder.

INDENTURE made this 1st day of October, 1918,
by and between Wm. G. Henshaw and Hetty T. Henshaw
his wife, first parties, and San Dieguito Mutual
Water Company, a California Corporation, second
party.

IN CONSIDERATION of the sum of Ten Dollars (\$10.00)
lawful money of the United States to us in hand paid, the re-
ceipt whereof is hereby acknowledged, we hereby grant and
convey unto the Second Party, its successors and assigns,
those certain parcels of land situate in the County of San
Diego, State of California, particularly described as follows:

A strip of land 25 feet in width, the center line there-
of being coincident with the center line of the conduit
of the Second Party, as the same is now located and con-
structed upon the ground over and across those certain
parcels of land particularly described as follows:-

The Northeast quarter ($NE\frac{1}{4}$) of Southeast quarter ($SE\frac{1}{4}$)
of Section 13, Township 13 South, Range 3 West, S.B.M.

The Northwest quarter ($NW\frac{1}{4}$) of Southeast quarter ($SE\frac{1}{4}$)
and North half ($N\frac{1}{2}$) of Southwest Quarter ($SW\frac{1}{4}$) of
Section 13, Township 13 South, Range 3 West, S.B.M.

The North half ($N\frac{1}{2}$) of Northwest quarter ($NW\frac{1}{4}$) of
Section 23, Township 13 South, Range β West, S.B.M.

together with the improvements thereon and appurtenances
thereunto belonging.

TO HAVE AND TO HOLD the same unto the Second Party
its successors and assigns forever.

IN WITNESS WHEREOF the First Parties have duly
executed this indenture the day and year first above written.

Wm. G. Henshaw

Hetty T. Henshaw,

By Wm. G. Henshaw
Her Attorney in Fact.

Form Approved,
A.T. Clotfelter,
Solicitor.

First Parties.

STATE OF CALIFORNIA,)
) SS
COUNTY OF LOS ANGELES,)

On this 16th day of October A. D. 1918, before me, Nellie Lemert, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Wm. G. Henshaw, 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 the day and year in this certificate first above written.

(SEAL) Nellie Lemert
Notary Public in and for said County and State.

STATE OF CALIFORNIA,)
) SS
COUNTY OF LOS ANGELES,)

On this 16th day of October, A. D., 1918, before me, Nellie Lemert a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Wm. G. Henshaw known to me to be the person whose name is subscribed to the within Instrument, as the Attorney-in-Fact of Hetty T. Henshaw, and acknowledged to me that he subscribed the name of Hetty T. Henshaw thereto as principal and his own name as Attorney-in-Fact.

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

(SEAL) Nellie Lemert
Notary Public in and for said County
and State.

INDENTURE made this _____ day of _____ 1920

by and between SANTA ANA SUGAR CO., a California Corporation, hereinafter called the Grantor, and the SAN DIEGUITO MUTUAL WATER COMPANY, a California Corporation, hereinafter called the Grantee

W I T N E S S E T H :

For a valuable consideration, receipt whereof is hereby acknowledged, Grantor hereby grants and conveys to the Grantee, its successors and assigns

An easement for a Right of Way for a water pipe line as now laid and constructed over and upon the S. $\frac{3}{4}$ of the W. $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Sec. 1, Twp. 14 South, Range 4 West, S.B.M., and the E. $\frac{1}{2}$ of the N.E. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ in Sec. 11, Twp. 14 South, Range 4 West, S.B.M.

Together with all and singular the tenements and improvements thereon, and the right of ingress and egress to the agents and employes of the Grantee, its successors and assigns, for the purpose of using, maintaining, repairing and renewing said pipe line; said right of ingress and egress to be exercised in such way as will do the least damage to the land of the Grantor, and to crops growing thereupon.

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns forever, subject to the obligation of the Grantee to maintain the pipe line upon said land in good condition and repair; promptly to repair any leaks therein which may occur; and promptly to recover any portion of said pipe line that shall be uncovered for any purpose all at the cost and expense of the

Grantee. The Grantee further agrees to pay Grantor any damages occurring by reason of leaks or breaks in said pipe line not occasioned by acts of Grantor. In case of failure of Grantor and Grantee to agree upon the amount of said damage, the amount thereof shall be appraised by a Board of Arbitration composed of one member appointed by Grantor, and one member by Grantee. In the event the arbitrators so appointed cannot agree as to the amount of damage, then said two arbitrators shall select a third and the decision of two of said Board of Arbitration shall be final and binding on all parties.

IN WITNESS WHEREOF the Grantor has duly executed this indenture the day and year first above written.

SANTA ANA SUGAR CO.

President

Secretary

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

On this _____ day of _____ A.D. 1920, before me _____, a Notary Public, in and for the said County and State, residing therein duly commissioned and sworn, personally appeared _____, known to me to be the President, and _____, known to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the Corporation herein 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 the day and year in this Certificate first above written.

Notary Public in and for the
said County and State.

INDENTURE made this first day of October, 1918, by and between SOUTHERN TITLE GUARANTY COMPANY, a California Corporation, hereinafter called the GRANTOR, and SAN DIEGUITO MUTUAL WATER COMPANY, a California Corporation, hereinafter called the GRANTEE.

W I T N E S S E T H:

For a valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee, its successors and assigns, a right of way and easement for a water pipe line and Distributing Basin as now laid and constructed over, upon or under the following lands in San Diego County, California:-

Lot 5 and the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of fractional Section 31, Township 13 South, Range 3 West, SBM.

The Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the South $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 1, Township 14 South, Range 4 West, SBM.

The West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 36, Township 13 South, Range 4 West, SBM.

The Southeast $\frac{1}{4}$, and the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, and the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 35, Township 13 South, Range 4 West, SBM.

withh right of ingress and egress upon said land to the agents and employes of Grantee engaged in repairing and maintaining said pipe line but under conditions which will do the least damage to the land or to crops growing thereupon.

Said water pipe shall be maintained in good condition, and any leaks promptly repaired. Whenever the pipe line, or any part of it, shall be uncovered, Grantee shall at its own cost promptly restore the surface of the ground to its original condition.

Where the land can be cropped, said pipe line shall be

laid and maintained in a covered trench at a depth to top of pipe of not less than 18 inches, and elsewhere at a depth of not less than 12 inches below the surface of the ground.

TO HAVE AND TO HOLD the above granted right of way unto the said Grantee, its successors and assigns forever, subject to the conditions herein set forth.

IN WITNESS WHEREOF the Grantor has duly executed this indenture the day and year first above written.

SOUTHERN TITLE GUARANTY COMPANY,

A. P. Johnson, Jr., President

H. E. Crane, A. Secy.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO,) SS

On this 21 day of October A.D.191___, before me, E.E.Hubbell a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared A.P.Johnson, Jr., known to me to be the President, and H. E. Crane, known to me to be the A. Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

E. E. Hubbell
Notary Public in and for said County
and State.

(SEAL)

Form approved:
U.T.Clotfelter,
Solicitor.

(Recorded Nov.1,1918,53 min.past 1 P.M., Book 760,
(of Deeds, page 418 et seq. Fee 1.10.)
(Recorded Jan.29,1919,44 min.past 3 P.M.,book 770)
(page 381 et seq. fee 1.80

B 770 P 72

INDENTURE made this 1st day of October, 1918,
by and between Ed. Fletcher and Mary C. B. Fletcher,
his wife, first parties, and San Dieguito Mutual
Water Company, a California Corporation, second party.

IN CONSIDERATION of the sum of Ten Dollars (\$10.00)

lawful money of the United States to us in hand paid, the
receipt whereof is hereby acknowledged, we hereby grant and
convey unto the second party, its successors and assigns,
a strip of land 25 feet in width, the center line thereof
being coincident with the center line of the conduit of the
Second Party, as the same is now located and constructed
upon the ground over and across the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$,
and the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 14, Township
13 South, Range 3 West, SBM situate in San Diego County, Calif-
ornia, together with the improvements thereon and appurtenances
thereunto belonging.

TO HAVE AND TO HOLD the same unto the Second Party its
successors and assigns forever.

IN WITNESS WHEREOF the First Parties have duly executed
this indenture the day and year first above written.

Ed Fletcher

Mary C. B. Fletcher,

First Parties.

Form approved,
A. T. Clotfelter,
Solicitor

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

On this 17th day of October, A. D., 1918, before me,
Lou B. Mathews a Notary Public in and for the said County and
State, residing therein, duly commissioned and sworn, personally
appeared Ed Fletcher and Mary C. B. Fletcher known to me to be the
persons whose names are subscribed to the within instrument, and
acknowledged to me that they executed the same.

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

Lou B. Mathews,

Notary Public in and for said County and
State.

(SEAL)

INDENTURE made this first day of October, 1918, by and between ED FLETCHER and MARY C. B. FLETCHER his wife, hereinafter called the GRANTORS, and SAN DIEGUITO MUTUAL WATER COMPANY, a California Corporation, hereinafter called the GRANTEE.

W I T N E S S E T H :

For a valuable consideration, receipt of which is hereby acknowledged, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way for a water pipe line as now laid and constructed over and upon, the Southeast $\frac{1}{4}$ of Northwest $\frac{1}{4}$ of fractional Section 6, Township 14 South, Range 3 West, SBM, and the West $\frac{1}{2}$ of Northeast $\frac{1}{4}$ of Southwest $\frac{1}{4}$ of Section 1, Township 14 South, Range 4 West, SBM, with right of ingress and egress upon said land to the agents and employes of Grantee engaged in repairing and maintaining said pipe line but under conditions which will do the least damage to the land or to crops growing thereupon.

Said water pipe shall be maintained in good condition, and any leaks promptly repaired. Whenever the pipe line, or any part of it, shall be uncovered, Grantee shall at its own cost promptly restore the surface of the ground to its original condition.

Where the land can be cropped, said pipe line shall be laid and maintained in a covered trench at a depth to top of pipe of not less than 18 inches, and elsewhere at a depth of not less than 12 inches below the surface of the ground.

TO HAVE AND TO HOLD the above granted right of way unto the said Grantee, its successors and assigns forever,

subject to the conditions herein set forth.

IN WITNESS WHEREOF the Grantors have duly executed
this indenture the day and year first above written.

Ed Fletcher

Mary C. B. Fletcher

Grantors

*Copy below
of
Kents v. Johnson.*

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

On this 17th day of October A. D. 1918, before me,
Lou B. Mathews a Notary Public in and for the said County and
State, residing therein, duly commissioned and sworn, personally
appeared Ed Fletcher and Mary C. B. Fletcher known to me to be the
persons whose names are subscribed to the within instrument, and
acknowledged to me that they executed the same.

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

Lou B. Mathews,
Notary Public in and for said County and State.

(SEAL)

X

INDENTURE made this first day of October, 1918, by and between K. Deasy, a single woman, hereinafter called the GRANTOR, and San Dieguito Mutual Water Company, a California Corporation, hereinafter called the GRANTEE.

W I T N E S S E T H :

For a valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee, its successors and assigns, a right of way for a water pipe line as now laid and constructed over and upon Lot 3, being the North-west $\frac{1}{4}$ of Northeast $\frac{1}{4}$ of fractional Section 6, Township 14 South, Range 3 West, SBM in San Diego County, California; with right of ingress and egress upon said land to the agents and employes of Grantee engaged in repairing and maintaining said pipe line but under conditions which will do the least damage to the land or to crops growing thereupon. *Wyer*

Said water pipe shall be maintained in good condition, and any leaks promptly repaired. Whenever the pipe line, or any part of it, shall be uncovered, Grantee shall at its own cost promptly restore the surface of the ground to its original condition.

Where the land can be cropped, said pipe line shall be laid and maintained in a covered trench at a depth to top of pipe of not less than 18 inches, and elsewhere at a depth of not less than 12 inches below the surface of the ground.

TO HAVE AND TO HOLD the above granted right of way unto the said Grantee, its successors and assigns forever,

subject to the conditions herein set forth.

IN WITNESS WHEREOF the Grantor has duly executed
this indenture the day and year **first** above written.

K. Deasy

GRANTOR

No revenue stamp - Value less than \$100.

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

On this 21st day of October, A. D. 1918, before me,
Lou B. Mathews, a Notary Public in and for the said County and
State, residing therein, duly commissioned and sworn, personally
appeared K. Deasy known to me to be the person whose name is
subscribed to the within instrument, and acknowledged to me that
she executed the same.

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

Lou B. Mathews,
Notary Public in and for said County and State

(SEAL)

Form approved:
A. T. Clotfelter
Solicitor.

INDENTURE made this first day of October, 1918, by and between SANTA FE LAND IMPROVEMENT COMPANY, a California Corporation, hereinafter called the GRANTOR, and SAN DIEGUITO MUTUAL WATER COMPANY, a California Corporation, hereinafter called the GRANTEE.

W I T N E S S E T H :

For a valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee, its successors and assigns, a right of way for a water pipe line as now laid and constructed over and upon that part of the Rancho San Dieguito in San Diego County, California, described as follows:

Beginning at a point on the San Dieguito Reservoir tract below its dam; thence extending in a southwesterly direction to a point in the southwestern boundary line of said Rancho, 17.1 feet North 32 degrees 35 minutes West from the intersection of the line between Townships 13 South and 14 South, Range 3 West, with said southwestern boundary line of Rancho,

with right of ingress and egress upon said Rancho to the agents and employes of Grantee engaged in repairing and maintaining said pipe line, but under conditions which will do the least damage to the land or to crops growing thereupon.

Said water pipe shall be maintained in good condition, and any leaks promptly repaired. Whenever the pipe line, or any part of it, shall be uncovered, Grantee shall at its own cost promptly restore the surface of the ground to its original condition.

Where the land can be cropped, said pipe line shall

be laid and maintained in a covered trench at a depth to top of pipe not less than 18 inches, and elsewhere at a depth not less than 12 inches below the surface of the ground.

TO HAVE AND TO HOLD the above granted right of way unto the said Grantee, its successors and assigns forever, subject to the conditions herein set forth.

IN WITNESS WHEREOF the Grantor has duly executed this indenture the day and year first above written.

SANTA FE LAND IMPROVEMENT COMPANY,

By W. E. Hodges

Its Vice President

ATTEST:

A. Heaton,

Asst. Secretary.

Description Approved:

R. B. Ball, Chief Engineer

^{12/13/18}
The A.T. & S.F. Ry. Co. Coast Lines

Form approved:
U.T. Clotfelter,
Solicitor.

STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES,) SS

On this 23rd day of October, A. D., 1918, before me, C. N. Stedman a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared W. E. Hodges known to me to be the Vice President and A. Heaton known to me to be the Asst. Secretary of the Santa Fe Land Improvement 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 the day and year in this certificate first above written.

C. N. Stedman,

Notary Public in and for said County
and State.

(SEAL)

Recorded at request of Ed Fletcher, Dec. 23, 1918 at 23 min. past 10 o'clock A. M., in Book No. 770 of Deeds, page 146 et seq., Records of San Diego County, California.

John H. Ferry, County Recorder,

By W. Howard Ferry, Deputy.

Fee \$1.00

Compared: L. B. Woodward, Deputy County Recorder.

In reply please refer to Los Angeles 030315 "N" HHH

1 x

2 x
1 x B&G
1 x WEM
1 x CFD

DEPARTMENT OF THE INTERIOR

GENERAL LAND OFFICE

WASHINGTON, May 16, 1916.

address only the Commissioner
of the General Land Office,

Ela R. Taylor, and : Involving Soldier's additional
Ehno T. Jansson, : H.E. 030315, your Contest No.
vs : 3412, Decision of H. & H. af-
Bertha Bixler, San Dieguito : firmed; Protest held for dis-
Mutual Water Company, transferee : missal, subject to appeal.

Register and Receiver,

Los Angeles, California.

Sirs:

On March 12, 1917, Bertha Bixler, as assignee, filed in your office application to make soldier's additional entry 030315, for Lot 11, Sec. 3, T. 13 S., R. 3 W., S.B.M. containing 35.70 acres. The entry was allowed on the same date. Notice of this application was posted in your office from March 12, 1917 to April 30, 1917. The affidavit of posting on the ground asserts that notice was posted on the land on March 19, 1917, and remained posted to and including April 20, 1917. The affidavit of Publication asserts publication from March 16, to April 20, 1917.

On April 20, 1917, there were filed in your office corroborated affidavits of protest by Ela R. Taylor and Ehno T. Jansson alleging ownership of a mineral location covering part of Lot 11. They further asserted that there were no improvements of any kind upon the premises; that all the land is mineral in character and not suitable for agricultural purposes; that a stream near the east line of the section is the only source of water supply for adjacent mining properties. They also alleged that the land has no other use or value than as a mill site and as a source for water for agricultural development of lands to the south. For some reason not shown by the record, amendatory affidavits of protest were filed by the same parties on May 7, 1917. It was then asserted that they located the Paint Rock lode claim including a portion of lot 11 on April 12, 1917; that the mineral locat-

ion contained a vein or ledge of quartz or rock in place containing or being a valuable deposit of mineral, when ground, to be used as a base for mineral paint, and in paying quantities, said vein being at least ten feet in width throughout the length of the location, and worth at least \$15.00 per ton.

Notice of this protest was issued by your office on May 7, 1917, and proof of service was thereafter filed.

On May 31, 1917, the defendant's attorney filed a demurrer to the protest, also a formal answer denying the mineral allegations. The points raised in the demurrer are chiefly technical objections based upon the provisions of Rule 2 of Practice. It is found that the affidavits of protest did not comply with Rule 2 in all respects; particularly paragraph "A", requiring the address of protestants; paragraph "E", requiring an allegation that protestants are qualified to secure title to the land in question; paragraph "F", requiring an allegation that the protest is not collusive or speculative, and paragraph "H", requiring that the address for service of papers shall be set forth. Apparently, no action has ever been taken upon the demurrer, and in the opinion of this office you should have required the protestants to perfect their affidavits before ordering hearing. However on June 1, 1917, you issued citations for hearing, which was held at your office on July 12, 1917, and no further objection to the form of protest was raised by the defendant.

Testimony was offered on both sides and a number of exhibits were introduced in evidence. On August 13, 1917, briefs were filed by each side, and on August 21, 1917, the protestants filed additional brief. On September 29, 1917, you rendered joint decision in favor of the defendant and described having visited the premises and making a personal examination. Notice of your decision was served on plaintiff's attorney personally on October 8, 1917, and on November 5, 1917, formal appeal to this office was taken. On December 3, 1917, brief on behalf of the defendant was filed, followed by answering brief December 7, 1917, on behalf of the protestants. The papers in the case were forwarded by your letter of November 17, 1917.

The land in controversy lies about ten miles from the Pacific Coast line along which is constructed the nearest railway. Bertha Bixler was a stenographer in the office of a water company which desired title to Lot 11 (the residue of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 3, after segregating the patented White Hawk lode, Survey No. 5067, M.E. 021051) as a dam site for an irrigation project. Escondido Creek extends across the southeast corner of lot 11, and the lands above have been acquired or placed under option for use as a reservoir, the contour being especially favorable at this point for a large reservoir. Notice was given at the hearing that Bixler had transferred this land to the San Dieguito Mutual Water Company, which was represented as engaged in several similar undertakings in the neighborhood. The water company has acquired or has control over between 10,000 and 14,000 acres to the south and west of the proposed reservoir.

The protestants sought to establish that their paint

Rock lode location is valuable for minerals used in the manufacture of paint. According to the evidence these mineral substances were chiefly iron compounds and manganese which gave color to the paint materials. No rock has ever been mined from the claim, only about 50 pounds being removed for sampling purposes. The White hawk lode claim is the east location of a group of three which were patented in 1914 to I. P. Janssen, father of one of the protestants. I. P. Janssen has made homestead entry for the lands lying south of the patented mineral survey in Sections 3 and 10.

On or about March 19, 1917, Taylor made an attempt to make a location called the Mortal Cinch upon patented lands to the east in Section 2, and on the same date, attempted to locate a Mortal Cinch mill site in the south-east corner of Lot 11. Janssen was not a locator on the mill-site, but was described as a co-partner with Taylor.

The protestants asserted that no notice of the soldier's additional filing was posted on the land at that time, but about a week later they discovered the existence of this entry. About the first of April, 1917, after receiving advice from the elder Janssen, the two protestants decided to abandon their mill-site claim and, as above stated, on April 12, 1917, made the Paint Rock location. Taylor did the work, Janssen remaining in Los Angeles. Taylor described himself as engaged in farming and dairying, though on cross-examination professed to have been a prospector for about twenty-years. He professed to be entirely ignorant, at the time he made the mill-site location, of the character of the land, whether mineral or not.

The evidence tends strongly to show that Taylor and Janssen made the Paint Rock location partly to protect a water supply of the elder Janssen, who has a pipe line extending through lot 11, and partly to see what they could get out of the water company.

A cut, not exceeding ten feet in its greatest depth, was excavated in the side of the hill about the middle of June, 1917. Taylor was not familiar at all with deposits of paint rock, and stated that neither any hanging wall, nor any foot wall had been encountered. Protestant Janssen did not even know what a vein was or rock in place might be.

Samples were submitted by the protestants to a color manufacturer who stated that such material was adapted to manufacture abrasive soap, paint, and kalsomine. The only other witness on behalf of the protestants, familiar with paint manufacture, was a paint grinder. Both the color manufacturer and the paint grinder described the samples submitted to them and testified as to the prices paid for the raw materials and the price for the finished product. According to the protestants' evidence, the cost of mining and transporting the materials to market ranging from \$10.50 to \$10.75 per ton, and the selling price would range from \$18.00 to \$70.00 a ton, representing a net profit per ton of \$7.50 to \$59.25. With such profits to be had, it seems very strange that no ore was ever mined and marketed from the three patented claims to the west where the deposit was represented as being equivalent in character to that on protestants' paint rock location.

On behalf of the defendant, a chemist, K. O. Wrana, who has appeared as a witness in other cases before this office, particularly involving Fuller's earth, testified to having made analysis of this material and found it anhydrous and not adapted to paint manufacture. Other samples appear to have been submitted to other concerns engaged in the manufacture of paint, all of whom replied unfavorably. It seems to have been admitted by the defendant that there are some deposits in Lot 11 $\frac{1}{2}$ which may be used in the manufacture of paint, but there are too poor a quality, and too limited in quantity to be of commercial value.

The defendant admitted the purpose for which this land was entered, and according to the original protest filed by the protestants, the land at date of the entry was unoccupied. There was some evidence offered to the effect that a prior mill site had been located covering a portion of Lot 11, which, evidence, if at all material, tends to indicate the non-mineral character of the land. Although the protestants asserted the existence of a ledge formation as great as fifty feet in width, the record fails to demonstrate the existence of any vein formation within the Paint Rock location.

There was some evidence offered to show that a rival water company has considered the construction of a dam and reservoir at this place, but found the expense too great for them to undertake. Surveys were made as early as 1915, and it seems to have been public information in the vicinity that ~~some~~ some water company would construct a dam at this point for an irrigation reservoir.

Having ~~in~~ in mind this information, and the fact that both protestants professed a knowledge of the immediate locality for several years before they made the Paint Rock location, this office is inclined to attach considerable weight to the fact that the protestants made their location shortly after they heard of the soldier's additional entry. One of the protestants on the witness stand, stated that they would sell out for \$10,000.

It is believed that your decision was correct and the same is accordingly hereby affirmed, subject only to the usual right of appeal. Serve notice hereof and in due time report with your evidence of service.

Very respectfully,

(signed) Clay Tallman,

Commissioner.

George R. Wickham

LAND ATTORNEY

Suite 415 Chamber of Commerce Building

Los Angeles, California

COPY

DEPARTMENT OF THE INTERIOR

UNITED STATES LAND OFFICE.

Los Angeles, California.

Sept. 29, 1917.

Ela R. Taylor,
Enno T. Janssen

vs

Bertha Bixler,
Ed Fletcher, Pres't
and Trustee of San
Dieguito Mutual
Water Company

:
"
:
"
:
"
:
"

Involving S. A. H. 030215 for

Lot 11, Sec. 3., T. 13 S., R. 3 W.,

S.B.M.

DECISION OF REGISTER AND RECEIVER.

Bertha Bixler filed Soldier's additional Homestead No. 030315 March 12, 1917, for Lot 11, Sec. 3., T. 13 S., R. 2 E., S.B.M.

Ela R. Taylor and Enno T. Janssen on April 20, 1917, filed protest, and on May 7, 1917, amended protest against said selection, alleging that said claimants:

"have a mineral location on a part of said premises, to-wit; Commencing at the point of discovery, three hundred feet northerly from the intersection of the south line of Sec. 3, T. 13 S., R. 3 W. S.B.M., and the east line of the mining claim White Hawk; thence northerly three hundred feet to a stone monument; thence easterly and parallel with said south line of said section, nine hundred and seventy-one feet to the east line of said section; thence southerly along the east line of said section to the southeast corner thereof; thence westerly on the said south line of said section to the intersection of said line with the east line of said White Hawk; thence northerly to the place of beginning;

That said mineral location contains a vein or ledge of quartz rock in place containing or being a valuable deposit of mineral suitable when ground to be used as a base for mineral paint, and in paying quantities, the said vein

Law Offices of
O. R. W. Robinson
406-7-8 International Bank Bldg
Los Angeles.

Jan. 9, 1917.

Mr. William S. Post,
Fletcher Bldg.,
San Diego, Calif.

Dear Sir:-

Referring to your communication of the 8th inst. I have the honor to enclose herewith certified copy of Commissioner's letter "F" of Sept. 13, 1916 in connection with the approval of application for reservoir easement for the Carrol Reservoir.

Very truly yours,

O R W Robinson

ORWR/H

1 Enc.

DEPARTMENT OF THE INTERIOR
UNITED STATES LAND OFFICE
LOS ANGELES, CALIFORNIA.

December 20, 1916.

We hereby certify that the attached document is a true and correct copy of the original letter as shown by careful examination of same in the files of this office.

Given under our hands the day and year first above written in our office in the City of Los Angeles, County of Los Angeles, State of California, and within the Los Angeles, California Land District.

John D. Roche

Register

Alex Mitchell

Receiver

(SEAL)

M

In reply please refer to -- Los Angeles 024976 "F" RMT

1 x R and R

DEPARTMENT OF THE INTERIOR F.R.D.

GENERAL LAND OFFICE

WASHINGTON.

R. Mc. T.

September 13, 1916.

Address only the
Commissioner of the General Land Office.

Carrol Reservoir
(Fletcher, E.)

: Transmitting copy of approv-
: ed map and field notes.

Register and Receiver,
Los Angeles, California.

Sirs:

On September 5, 1916, the First Assistant Secretary of the Interior approved the map filed by Ed Fletcher in connection with his application for reservoir easement under the provision of the act March 3, 1891 (26 Stat., 1095), and Sec. 2, of the act of May 11, 1898 (30 Stat., 404), situated in the surveyed and unsurveyed portions of Sec. 18, T. 13 S., R. 2 W., also in Sections 5, 6, 7, 8, and 17 of said township and range, also in Rancho San Bernardo.

I transmit herewith a copy of the approved map and field notes. Make the appropriate notations on the records of your office and notify the applicant, transmitting therewith the inclosed copy of this letter.

Very respectfully,

(Signed)

D. K. Parrott

9-9 Har

Acting Assistant Commissioner.

174.17

SAN DIEGUITO MUTUAL WATER COMPANY

Lands, Rights of Way, etc. to be delivered
by Henshaw.

=====				
Folder No.	Pancel No.	Certificate Issued in name of	Certificate Where kept	Further action necessary April 23, 1917
1	1	Henshaw	Fletcher's office	
	2	Gould	" "	Continuation cert. in name of Henshaw.
	3	Gould	" "	do do
	4	None	-	Look up escrow in S T & S Bank
	5	None	-	Look up escrow in Security Trust and Savings Bank, Los Angeles.
	6A	None	-	Property in name of Fletcher. Make deed from Fletcher to Henshaw. Procure certificate from mortgagee for continuation in name of Henshaw.
2	1,2,3			Furnish certified copies of original contracts No. 1, 2 & 3 and certificates of title in name of Fenton, Foster T Merrill (1/4 Hill tract). Find out if recorded.
3		Barnett	Fletchers office	Continuation certificate in name of Henshaw. Requires getting out of escrow with S T & G Co. Requires deed from B Bixler to Henshaw.
3A		None	-	Get certificate of title in name of Henshaw-probably a continuation of one in name of S Carder Smith.
4		Fletcher	Fletchers office.	Complete.
5	A	Henshaw	" "	Complete.
5	B	Fletcher	" "	Requires deed Fletcher to Henshaw and continuation certificate in name of Henshaw.
5	C	Henshaw	" "	Complete.

Lands, Rights of Way, etc., to be delivered by Henshaw,
(Continued)

=====				
Folder No1	Parcel No.	Certificate Issued in Name of	Certificate Where kept	Further action necessary April 13, 1917
5	D	None	-	Escrow at So. Title Co. awaiting deed Hawkes to Bixler. Deed of Bixler to Henshaw and continuation of certificate in name of Henshaw.
5	E	None	-	Escrow at First National Bank Deed Roselein to K Deasy. Deed K Deasy to Henshaw and continuation of Certificate in name of Henshaw.
6A	A	None	-	Complete. Get certificate of title Stevens.
	B	None	-	Requires assignment of the Jaurequin contract from Fletcher to Henshaw. Have original Jaurequin to Fletcher. Find certificate.
	C	None	-	Complete. Borrow certificate if necessary for inspection from Santa Ana Sugar Co.
	D	None	-	Get original of contract or certified copy.
	E	None	-	Find original contract with Baker.
6B	A	None	-	Complete (Dinsmore)
	B	None	-	In escrow with Security Trust & Savings Bank. Requires payment of \$4,500 on or before May 10, 1917.
	C	None	-	Requires assignment from Ed Fletcher to Wm G Henshaw
7		None	-	Requires signature by S C L Co
8		None	-	Water filing assignment is in Fletcher's hands to study the reservation regarding Pamo and Sutherland.

INDEX

Deeds, Floodage Rights and Riparian Rights

SAN DIEGUITO MUTUAL WATER COMPANY

Revision of April 4, 1917.

1. DEED Henshaw to San Dieguito Mutual Water Co. to lands of Carroll Reservoir.
Tract A of Parcel 1. Scrip
" B of " 1. "
Parcel 2 T & J Carroll.
" 3 Nulton.
" 4 Eucalyptus Culture Co.
" 5 Chapman Estate.
" 6A Undiv. 3/4 Hill Tract.
2. ASSIGNMENT FLOODAGE RIGHTS. Henshaw to S. D. M. W. Co.
Contract No. 1, Fenton.
" No. 2, Foster
" No. 3, Merrill (Hill Tract)
3. Floodage Right. Henshaw to S. D. M. W. Co.
Barnett Property.
- 3A. FLOODAGE RIGHT (Cont'd) Henshaw to S. D. M. W. Co.
S. Carter Smith Property.
4. ASSIGNMENT. Fletcher to S. D. M. W. Co.
Easement to U. S. Lands in Carroll Reservoir
5. RELEASE OF RIPARIAN RIGHTS. Henshaw to S. D. M. W. Co.
Henshaw scrip, 40 acres, Sec 13.
Cassou- 160 Acres
Irwin - 160 Acres
Hawkes- 160 Acres
Roeslein-160 Acres.
- 6A. ASSIGNMENT OF CONTRACTS. (Revised)
Stevens.
Jaurequi.
Santa Ana Sugar Co.
So. Coast Land Co.
Baker.
- 6B. ASSIGNMENT OF CONTRACT. (Revised)
Dinsmore.
Dawson.
Staat
7. RIGHT TO IMPOUND. South Coast Land Co. to S. D. M. W. Co.
Relative to pumping plant.
8. ASSIGNMENT OF ORIGINAL WATER RIGHT.
Fletcher to S. D. M. W. Co.

Correct 3- ~~7~~ and 3 7-

P. 1- W. G. Henshaw =

Corrected Sheets for
No 5 - (Apr 5 - 1917.)

to be put into sets
No 3, 4, 5 & 6

originate in the said Santa Ysabel or San Dieguito River to the west of and below the said dam and reservoir after the same is constructed by the San Dieguito Mutual Water Company in Section 18, Township 13 South, Range 2 West, S.B.M.

It is understood that I am the owner of the following described land situated in the valley of the Santa Ysabel or San Dieguito River, in said county and state, to-wit:

The NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 13, Township 13 South, Range 3 West, S.B.M.

The N $\frac{1}{2}$ of the SE $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 14, Township 13 South, Range 3 West, and the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 23, Township 13 South, Range 3 West, S.B.M.

The NW $\frac{1}{4}$ of Section 23, Township 13 South, Range 3 West, S.B.M.

The SW $\frac{1}{4}$ of Section 23, Township 13 South, Range 3 West, S.B.M.

The S $\frac{1}{2}$ of SW $\frac{1}{4}$ of Section 13, the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 14, and the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 23, all in Township 13 South, Range 3 West, S.B.M.

And it is hereby agreed that this grant, and the consent hereby given, shall apply to and bind my heirs, lessees and assigns, and all my successors in interest in said land.

To have and to hold all the above mentioned rights

and privileges unto the said San Dieguito Mutual Water Company,
a corporation, its successors and assigns forever.

WITNESS our hands this _____ day of _____ 1917.

Corrected Sheets
for 67. (17/15-1917)

to be put in sets No
3, 4, 5 & 6

Also, NW $\frac{1}{4}$ of SE $\frac{1}{4}$ & E $\frac{1}{2}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ & E $\frac{1}{2}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$. Also beginning southeast corner of SW $\frac{1}{4}$ of Section 1; thence west along south line of said Section 1, 60 rods; thence at right angles north 40 rods; thence at right angles west 40 rods; thence at right angles north 20 rods; thence at right angles west 20 rods; thence at right angles north 20 rods; thence at right angles east 100 rods; thence at right angles south 60 rods; thence at right angles east 20 rods; thence at right angles south 20 rods to beginning, except W $\frac{1}{2}$ NE $\frac{1}{4}$ of SW $\frac{1}{4}$. Section 1, Township 14 South, Range 4 West, S.B.M., containing 77 acres more or less.

Also, NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 1, Township 14 South, Range 4 West, S.B.M., containing 2.5 acres more or less.

This instrument shall not be construed as a waiver of any of the rights of said owners to any of the underground or surface waters which may flow over, under and across their property, and which originate in the said Santa Ysabel or San Dieguito River to the west of and below the said dam and reservoir after the same is constructed by the San Dieguito Mutual Water Company in Section 18, Township 13 South, Range 2 West, S.B.M.

It is understood that we are the owners of the right of diversion on the above described land situated in the valley of the Santa Ysabel or San Dieguito River in said county and state.

And it is hereby agreed that this grant, and the consent hereby given shall apply to and bind our heirs, lessees and assigns, and all our successors in interest in said land.

April 5, 1917.

Mr. Ed Fletcher,
Office.

Dear Sir:

Referring to the index of Deeds, Floodage Rights and Riparian Rights, accompanying manuscript to be turned over to W. G. Henshaw, preparatory to deeding to the San Dieguito Mutual Water Company, I note the transfers apparantly necessary to complete the title chain.

Folder 1, Parcel 4. Deed in escrow at the Southern Trust and Savings Bank in the name of Ed Fletcher.

Parcel 5, Deed in escrow in the Security Trust and Savings Bank of Los Angeles, in the name of Wm. G. Henshaw.

Folder 2, Contract 1, Deed in escrow in the Merchants National Bank, in the name of Wm. G. Henshaw.

Contract 2, Deed in escrow in the Escondido National Bank, in the name of Wm. G. Henshaw.

Contract 3, Contract and deed in escrow in the Southern Title Guarantee Co., in the name of Ed Fletcher, (Und. 1/4 Int.)

Folder 3, Barnett property deed in escrow with the Southern Title Guarantee Co., in the name of B. Bixler.

Folder 5, Cassou agreement in the name of Ed Fletcher. Hawkes agreement in the name of B. Bixler, in escrow in Southern Title Guaranty Company. Roeslein deed in escrow at the First Nat'l. Bank of San Diego, in the name of K. Deasy.

Folder 6B. Staat, in name of Ed Fletcher.

Very truly yours,

LIST OF LANDS OVER WHICH RIGHT OF WAY

IS REQUIRED ON DISTRIBUTION LINES NO.

2 AND 3

Line 3 B

<u>Parcel</u>	<u>Owner</u>	<u>Address</u>	<u>Description</u>	<u>Acres</u>
10	Syndicate Land Co.	1/2 Ed Fletcher	Lot H of Rancho Agua Hedionda according to partition map thereof #823 of maps Agua Hedionda Tract H in Sec 7 T 12 S R 4 W Sec. 8, T 12 S R 4 W " 16, " " " " " 17, " " " " " 18, " " " " " 19, " " " " " 20, " " " " " 21, " " " "	191. 171. 124. 640. 160. 18. 339. 92.
12	Robt. J. Kelly	1708 Montecito Way San Diego	Rancho Agua Hedionda in Lot G Except 9 acres right of way Sec 14 T 12 S, R 4 W " 15 " " " " " 16 " " " " " 21 " " " " " 22 " " " " " 23 " " " "	1528.0
15	Elizabeth Hetsolf	26 1/2 Ozone Ave. Venice, Cal.	Lot 3 (NE 1/4 of SW 1/4) Sec 21, T 12 S, R 4 W SE 1/4 of SW 1/4 Sec. 21, T 12 S, R 4 W NE 1/4 of NW 1/4 Sec. 28, T 12 S, R 4 W	41.28 40.00 80.00
17	Joseph E. McFadden		NE 1/4 of SE 1/4 (Ex. 3.63 ac. Crabtree) and S.60 ac. of Lots 1 and 2) Sec. 21, T 12 S, R 4 W.	
30	Burna B. Lyman	Enochitas	NW 1/4 of NE 1/4 Sec. 28 T 12 S R 4 W SW 1/4 of NE 1/4 " " " " NW 1/4 of SE 1/4 " " " "	40. 40. 40.
35	C D Hillman	245 E. Washington St Pasadena, Cal.	Part of Lot 2 (NE 1/4 NE 1/4) Sec. 33 T 12 S R 4 W Lots 2 & 3 (NE 1/4 of NE 1/4) " " " " Lots 9, 10, 11, 12 (SE 1/4 NE 1/4) " " " " Lot 1 (NE 1/4 of NW 1/4) " " " " NE 1/4 of NW 1/4 1mo. Lot 4 of Lot 13, 14 & 15 (W pt of SE 1/4) " " " "	35.72 68.36 164.23 35.57 50.62 27.25

<u>Parcel</u>	<u>Owner</u>	<u>Address</u>	<u>Description</u>	<u>ACRES</u>
44	Iddia Scripps		Lots 5 & 6 (In NE of SW)	56.30
			Sec 34 T 12 S R 4 W	40.
			SE 1/4 of SW 1/4, Sec 34 T 12 S R 4 W	
42	Jennie M Burns		SW 1/4 of SW 1/4 Sec 34 T 12 S R 4 W	40.
54	H N Cable & G H Kettel	304 Tinkren Bldg. San Diego, Cal.	Lot 1 - NE 1/4 of NE 1/4 Sec 4 T 13 S R 4 W	41.75
			SE 1/4 of SE 1/4 " " " "	40.
			NE 1/4 of NW 1/4 (Inc. Lot 4) " " " "	82.
			SW 1/4 of SW 1/4 " " " "	80.
52	South Coast Land Co. Del Mar, Cal.		Lot 2 (SE 1/4 of NE 1/4) Sec 5 T 13 S R 4 W	12.27
			Lot 2 (NW 1/4 of NE 1/4) Sec 4 T 13 S R 4 W	41.25
			SW 1/4 (Ex Blks 27 to 29 and 33 to 38 in Town of Lenocadia) Sec 4 T 13 S R 4 W	119.24
			NE 1/4 of SE 1/4 Sec 4 T 13 S R 4 W	80.
			SE 1/4 of SE 1/4 Sec 4 T 13 S R 4 W	40.
			SW 1/4 of NE 1/4 Sec 4 T 13 S R 4 W	80.
67	Ed Fletcher	920 Eighth St	NE 1/4 of NE 1/4 Sec 9 T 13 S R 4 W	80.
			NE 1/4 of NW 1/4 Sec 10 T 13 S R 4 W	80.
69	Henry E & Fred C Neiles	123 S St. Andrews Pl. Los Angeles, Cal.	SW 1/4 of NW 1/4 (Ex. 1/4 ac. road) Sec 10 T 13 S R 4 W	38.50
68	J Frank Cullen	617 E St. San Diego, Cal.	NE 1/4 of SW 1/4 (Ex 1/4 ac. road) Sec 10 T 13 S R 4 W	78.50
			SE 1/4 of SW 1/4, Sec 10 T 13 S R 4 W	40.
77	T W Cozens	304 Tinkren Bldg. San Diego.	SW 1/4 of SW 1/4 Sec 10 T 13 S R 4 W	40
97	Katta W. Marsh	841-16th St. San Diego.	NE 1/4, Sec 15, Twp 13 S, R 4 W	160.
98	H N Cable	304 Tinkren Bldg. San Diego.	SE 1/4 of NE 1/4 of SW 1/4 Sec 14 T 13 S R 4 W	20.
			NE 1/4 of NW 1/4 of SW 1/4 " " " "	20.
			SW 1/4 of NE 1/4 south of County road, Sec 15, Twp 13 S, R 4 W	46.85
			NE 1/4 of NW 1/4, Sec 15 T 13 S R 4 W	40.
			SW 1/4 of SE 1/4 of NW 1/4 Sec 15 T 13 S R 4 W	20.

Line 3 D

<u>Parcel</u>	<u>Owner</u>	<u>Address</u>	<u>Description</u>	<u>Acres</u>
98	H N Cable	304 Plimken Bldg. San Diego.	(Duplicate of Parcel 98, on page 2.) (which is end of Line 3 E)	
99	Hable McCoy		Sh of SEt of NWt Sec 15 T 13 S R 4 W	20.
105	State of California		NEt of NEt of SWt Sec 15 T 13 S R 4 W	10.
102	Kohler & Chase		SEt of NEt of SWt Sec 15 T 13 S R 4 W	10.
103	John C Fay and C A Scott	John Burnham & Co. Agents	Undivided 1/2 (SEt of SWt) Sec 15 T 13 S R 4 W) Undivided 1/2 (SEt of SEt) Sec 15 T 13 S R 4 W)	40.
128	J C Fay & C A Scott	John Burnham & Co.. Agt's., San Diego.	Undivided 1/2 of Wt of NEt Sec 22 T 13 S R 4 W	40.
129	Claude Stout	945 - 6th St., San Diego.	NEt of NWt of NEt of NEt Sec 22 T 13 S R 4 W SWt of NEt of NEt Sec 22 T 13 S R 4 W SEt of NEt of NEt " " " " " R-3/4 of SEt of NWt of NEt of NEt. Sec 22, T 13 S R 4 W W-3/4 of SWt of NWt of NEt of NEt. Sec 22, T 13 S R 4 W	2.50 10. 20. 1.87 1.88
133	Herman H Cable	304 Plimken Bldg. San Diego.	SEt of NEt Sec 22 T 13 S R 4 W Wt of NWt " " " " " NEt of SEt of NWt " " " " "	40. 80. 20. 40.
131	"Garfield Acres"	Map 1680	NEt of SEt Sec 22 T 13 S R 4 W	40.
136	Geo. H. Kettell	3830 - 5th St., San Diego.	NWt of SWt Sec 23 T 13 S R 4 W	40.
137	Livonia Emerson		Wt of SWt of SWt Sec 25 T 13 S R 4 W	20.

Line 8 D (Continued)

Parcel

Owner

Address

Description

Acres

147 Sarah J Mackinnon 1409 Heado

SE $\frac{1}{4}$ of SE $\frac{1}{4}$ (Tr. "Cardiff A") Sec 22
 T 13 S R 4 W 29.24
 ALL NE $\frac{1}{4}$, E of Cardiff Sec 27 T 13 S R 4 W 37.98
 NW $\frac{1}{4}$ of NE $\frac{1}{4}$ " " " " 40.
 SE $\frac{1}{4}$ of NW $\frac{1}{4}$ " 26 " " " 80.
 WE $\frac{1}{4}$ of NW $\frac{1}{4}$ " 26 " " " 80.

Beg. at NW cor. of SW $\frac{1}{4}$; thence south 410
 ft; thence north 68° east, 210 ft; thence
 south 88° east 100 ft; thence south 40°
 east 400 ft; thence south 32° east 200
 ft; thence south 45° west 25 ft; thence
 south 21° 35' East 930 ft; thence south
 68° 11' east 394 ft; thence south 77° 47'
 east 407 ft; thence north 52° 24' east
 440 ft; thence north 85° west 120 ft;
 thence north 43° east 448 ft; thence
 north 7° 55' west 20.09 chains; thence
 west 30.75 chains to beginning.
 Also beginning at NE cor. of NW $\frac{1}{4}$ of SE $\frac{1}{4}$;
 thence west 15.95 chains; thence south 7°
 55' east 18.40 chains; thence north 46°
 east 1200 ft; thence north 375 ft; to
 beginning, all in northerly part of west
 $\frac{3}{4}$ of SE of Sec 26 T 13 S R 4 W 88.82

Line 3 D (Continued)

<u>Parcel</u>	<u>Owner</u>	<u>Address</u>	<u>Description</u>	<u>Acres</u>
155	San Elijo Rod & Gun Club, Thos A Rife, Secy	209 American Natl Bank Bldg., San Diego, Cal.	East 624.70 ft. of S ¹ / ₂ Sec 27 T 13 S R 4 W N ¹ / ₂ of S ¹ / ₂ of S ¹ / ₂ Sec 26 T 13 S R 4 W Bog. at SW cor. of Sec 26 T 13 S R 4 W; thence north 2220 ft; thence north 68° east 210 feet; thence south 88° east 100 feet; thence south 40° east 400 ft; thence south 32° east 200 ft; thence south 45° west 25 feet; thence south 21° 35' east 930 feet; thence south 63° 11' east 394 feet; thence south 77° 47' east 407 feet; thence north 52° 24' east 440 feet; thence north 85° west 130 feet; thence north 43° east 448 feet; thence north 82° east 855 feet; thence north 46° east 1200 feet; thence north 375 feet; thence east 1320 feet; thence south 1320 feet; thence west 1320 feet; thence south 1320 feet; thence west 3960 feet to be- ginning in S ¹ / ₂ , Sec 26 T 13 S R 4 W N ¹ / ₂ of S ¹ / ₂ Sec 25 T 13 S R 4 W E ¹ / ₂ of NE ¹ / ₄ " " " " N ¹ / ₂ of NE ¹ / ₄ " " " " NE ¹ / ₄ of NW ¹ / ₄ " " " "	38.50 20. 166.18 80. 80. 40. 40. 40.
162	Syndicate Land Co.	1/2 Ed Fletcher, agt.	NE ¹ / ₄ (Inc. Lots 1 & 2) (Ex. Ry R of W) Sec 34 T 13 S R 4 W Lot 3 (NE ¹ / ₄ of S ¹ / ₂) (Ex Ry R of W) Sec 34 T 13 S R 4 W S ¹ / ₂ of NE ¹ / ₄ Sec 35 T 13 S R 4 W W ¹ / ₂ of NW ¹ / ₄ " " " " NE ¹ / ₄ of SW ¹ / ₄ " " " " S ¹ / ₂ S-3/4 " " " " Lots 3 & 4 (W ¹ / ₂ of S ¹ / ₂) Sec 31 T 13 S R 3 W Lots 5, 6 & 7 & S ¹ / ₂ of SW ¹ / ₄ Sec 31 T 13 S R 3 W S R 3 W NE ¹ / ₄ (Inc. Lots 1 & 2) Sec 1 T 13 S R 4 W NW ¹ / ₄ of SW ¹ / ₄ Sec 1 T 14 S R 4 W	88.01 35. 35. 40. 80. 80. 160. 480. 80.50 88.34 160.55 40.

Line 2 D

<u>Parcel</u>	<u>Owner</u>	<u>Address</u>	<u>Description</u>	<u>Acres</u>
162	Syndicate Land Co.	% Ed Fletcher, Agt.	(Duplicate of Parcel 162, on page 5) (which is end of Line 3 D)	
161	Lida Scripps		SE $\frac{1}{4}$ of SW $\frac{1}{4}$ Sec 25 T 13 S R 4 W	40.
174	Ida Gundrum		Lots 3 & 4 (NE $\frac{1}{4}$ of NW $\frac{1}{4}$) Sec 1 T 14 S R 4 W SE $\frac{1}{4}$ of NW $\frac{1}{4}$ Sec 1 T 14 S R 4 W	81.65 80.
178	A C Wagner		Lot 4 (NE $\frac{1}{4}$ of NW $\frac{1}{4}$) Sec 6 T 14 S R 3 W Lot 5 & 6 (W $\frac{1}{2}$ of NW $\frac{1}{4}$) "	39.71 81.66
180	Sarah H Hyer	Del Mar	SW $\frac{1}{4}$ of NE $\frac{1}{4}$ Sec 6 T 14 S R 3 W SE $\frac{1}{4}$ of NW $\frac{1}{4}$ " " " " NE $\frac{1}{4}$ of SW $\frac{1}{4}$ " " " " Lot 7 (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) Sec 6 T 14 S R 3 W	40. 40. 40. 39.80
180	W E Hyer (tr. to Ruben E Harrison)		Lot 3 (NW $\frac{1}{4}$ of NE $\frac{1}{4}$) " " " " Beg. 309.4 ft. north of SW cor of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ Sec 6 T 14 S R 3 W; thence North 82° 46' East 299.8 feet; thence north 56° 5' east, 696.6 feet; thence north 35° 10' east 453 feet; thence north 36° 25' east 244.6 feet; thence west to NW corner of SE $\frac{1}{4}$; thence south to beginning. Beg. at SW cor. of E $\frac{1}{2}$ of NE $\frac{1}{4}$ of Sec 6, T 14 S, R 3 W; thence North 54° 22' east 653 feet; thence North 49° 21' east 567.8 feet to boundary of Rho San Diego- guito; thence northwesterly along said boundary to northwest corner of E $\frac{1}{2}$ of NE $\frac{1}{4}$; thence south to beginning being all of Lot 2 and northerly part of Lot 1 (Ex R of W).	35.24

<u>Parcel</u>	<u>Owner</u>	<u>Address</u>	<u>Description</u>	<u>Acres</u>
162	Syndicate Land Co.	75 Rd Fletcher, Agt.	(Duplicate of Parcel 162, on pages 5 & 6, which is beginning of Line 3 D and end of Line 3 D)	
155	San Eljo Rod & Gun Club, Thos. A. Rife, Secy.	209 American Natl Bank Bldg. San Diego, Cal.	(Duplicate of Parcel 155, on page 5, in line 3 D)	
163	W R Fox		West 5 acres of NW 1/4 of NW 36 Sec 36 T 13 S R 4 W	5.
164	Geo. W. Canning	Encanto, Cal.	N. 35 ac. of NW 1/4 of NW 36 Sec 36 T 13 S R 4 W NW 1/4 of NW 36 T 13 S R 4 W	35. 40.
165	Thomas A. White		NW 1/4 of NW 36 T 13 S R 4 W	40.
166	Faith Olson	1974 Michigan Ave. Los Angeles, Cal.	NW 1/4 of NW 36 T 13 S R 4 W	40.
167	J M Lickert P D Hill, Mgr.	011 Venham In	Lots 1 & 2 (NW 1/4 of NW 1/4) Sec 31 T 13 S, R 3 W	55.98

Recorded Apr 14

ED FLETCHER and MARY C. B. FLETCHER, husband and wife, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable consideration do hereby grant to WILLIAM G. HENSHAW all that certain piece or parcel of land situated in the County of San Diego, State of California, more particularly described as follows, to-wit:

An undivided three-fourths (3/4) interest in and to the following:

All those pieces and parcels of land situate, lying and being in the Rancho San Bernardo as per the patent issued by the United States of America to Marie Snook, November 17, 1874, of record in Book 2, page 462 of Patents, Records of San Diego County, State of California, being that portion of land of record in the name of Ed Fletcher, J. G. Merrill and Wilhelmina Cavins, Executrix of John M. Gavins, deceased, in said San Bernardo Rancho as per Deed Book 701, page 195, said land lying below an elevation 315 feet above sea level as determined from the United States Geological Survey bench mark at Bernardo, more particularly described as follows:

Beginning at the Northwest corner of said Ed Fletcher et al property, being in the middle of the San Bernardo River, whence the Southwest corner of said property bears South 11° 48' West 22,173 feet, and whence also a two inch water pipe monument on the West line of said property bears South 11° 48' West 713.3 feet (Record 11 chains), said monument being set forth in Deeds Book 372, page 59, in the office of the County Recorder of San Diego County.

Thence South 11° 48' West 713.3 feet to said two inch pipe monument:

Thence North 77° 36' East 110 feet;

Thence North 57° 22' East 91.8 feet;
Thence North 86° 43' East 138.1 feet;
Thence North 42° 58' East 135.3 feet;
Thence North 54° 09' East 216.6 feet;
Thence South 37° 55' East 58.95 feet;
Thence North 3° 02' East 50.05 feet;
Thence North 72° 13' East 77.5 feet;
Thence North 27° 29' East 111.35 feet;
Thence North 37° 40' East 278.65 feet;
Thence North 52° 52' East 66.6 feet;
Thence North 71° 48' East 126.8 feet;
Thence South 77° 30' East 117.4 feet;
Thence South 65° 55' East 390.2 feet;
Thence North 87° 48' East 121.5 feet;
Thence South 72° 05' East 248.2 feet;
Thence North 85° 20' East 275.9 feet;
Thence South 66° 08' East 242.8 feet;
Thence South 89° 15' East 309.55 feet;
Thence South 77° 36' East 121.7 feet;
Thence North 80° 14' East 234.1 feet;
Thence North 87° 50' East 78.0 feet;
Thence South 37° 26' East 308.3 feet;
Thence South 67° 19' East 182.55 feet;
Thence South 74° 28' East 319.9 feet;
Thence South 71° 26' East 362.9 feet;
Thence South 53° 25' East 306.1 feet;
Thence North 75° 43' East 312.6 feet;
Thence South 1° 20' East 213.2 feet;
Thence South 83° 11' East 65.9 feet;
Thence North 51° 04' East 125.0 feet;
Thence South 53° 19' East 161.5 feet;
Thence South 62° 58' East 201.75 feet;

Thence South 63° 42' East 328.85 feet;
Thence South 67° 21' East 259.5 feet;
Thence South 87° 51' East 106.25 feet;
Thence South 77° 22' East 167.65 feet;
Thence South 76° 28' East 192.9 feet;
Thence South 75° 53' East 396.3 feet;
Thence South 71° 05' East 250.5 feet;
Thence North 74° 33' East 242.65 feet;
Thence South 70° 14' East 289.0 feet;
Thence South 54° 22' East 183.0 feet;
Thence North 47° 58' East 201.3 feet;
Thence North 64° 53' East 142.25 feet;
Thence South 79° 30' East 167.3 feet;
Thence South 58° 01' East 140.3 feet;
Thence North 46° 01' East 273.2 feet;
Thence North 69° 04' East 398.2 feet;
Thence South 68° 10' East 189.95 feet;
Thence North 82° 06' East 730.4 feet;
Thence North 12° 04' West 296.3 feet;
Thence North 86° 01' East 430.85 feet;
Thence North 74° 16' East 126.95 feet;

Thence North 3° 23' East 104.6 feet to a point on the South line of the H. G. Fenton property whence a cement monument at the Southeast corner of the Fenton property bears South 89° 27' East 1947 feet;

Thence along said South line of Fenton property North 89° 27' West 3953 feet to the Southwest corner of said Fenton property;

Thence North 5° 52' East 620 feet more or less to Southeast corner of F. C. Foster property;

Thence according to Deed Book 332, page 406, North
69° West 19.85 chains;

Thence North 55 $\frac{1}{2}$ ° West 13.71 chains;

Thence North 74- $\frac{3}{4}$ ° West 12.15 chains to the
Southwest corner of said F. C. Foster property;

Thence continuing North 74- $\frac{3}{4}$ ° West 66 feet more
or less across the County Highway to the Southeast corner of
the Melancton Barnett property in said Rancho San Bernardo
as delineated and set forth in Licensed Survey 180, Records
of San Diego County, California, being also a point in the
middle of the San Bernardo River;

Thence following the meanderings of the said San
Bernardo River North 80° 00' West 663.2 feet;

Thence North 84° 00' West 230.0 feet;

Thence South 86° 00' West 300.0 feet;

Thence South 76° 00' West 430.0 feet;

Thence South 74° 30' West 305.0 feet;

Thence South 55° 00' West 735.0 feet;

Thence South 30° 00' West 460.0 feet;

Thence South 62° 55' West 432.2 feet to the point
of beginning.

Containing in all 231 acres more or less.

TO HAVE AND TO HOLD the above granted and described
premises unto the said Grantee his heirs and assigns forever.

IN WITNESS WHEREOF we have hereunto set our hands and
seals this _____ day of _____ A. D. 1917.

Signed and executed in
the presence of

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

On this _____ day of _____

A. D. Nineteen Hundred and Seventeen, before me, Ray L. Makin, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared ED FLETCHER and MARY C. B. FLETCHER, husband and wife, known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

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

LIST OF LANDS OVER WHICH RIGHT OF WAY

IS REQUIRED ON DISTRIBUTION LINES NO.

2 AND 3

Carbon backed copy.

Line 3 R

<u>Parcel</u>	<u>Owner</u>	<u>Address</u>	<u>Description</u>	<u>Acres</u>
10	Syndicate Land Co.	1/2 Ed Fletcher	<p>Lot H of Rancho Agua Hedionda according to partition map thereof #823 of maps</p> <p>Agua Hedionda Tract H in Sec 7 T 12 S R 4 W</p> <p>Sec. 8, T 12 S R 4 W</p> <p>" 16, " " " "</p> <p>" 17, " " " "</p> <p>" 18, " " " "</p> <p>" 19, " " " "</p> <p>" 20, " " " "</p> <p>" 21, " " " "</p>	<p>191.</p> <p>171.</p> <p>124.</p> <p>640.</p> <p>160.</p> <p>13.</p> <p>339.</p> <p>92.</p> <hr/> <p>1720.0</p>
12	Robt. J. Kelly	1708 Montecito Way San Diego	<p>Rancho Agua Hedionda in Lot G Except 9 acres right of way</p> <p>Sec 14 T 12 S, R 4 W</p> <p>" 15 " " " "</p> <p>" 16 " " " "</p> <p>" 21 " " " "</p> <p>" 22 " " " "</p> <p>" 23 " " " "</p>	<p>1528.0</p>
15	Elizabeth Metcalf	26 1/2 Ozono Ave. Venice, Cal.	<p>Lot 3 (NE 1/4 of SW 1/4) Sec 21, T 12 S, R 4 W</p> <p>SW 1/4 of SW 1/4 Sec. 21, T 12 S, R 4 W</p> <p>NE 1/4 of NW 1/4 Sec. 28, T 12 S, R 4 W</p>	<p>41.25</p> <p>40.00</p> <p>80.00</p>
17	Joseph E. McFadden		<p>NE 1/4 of SW 1/4 (Ex. 3.63 ac. Crabtree) and 3.60 ac. of Lots 1 and 2) Sec. 21, T 12 S, R 4 W,</p>	
30	Emma B. Lyman	Enolintas	<p>NW 1/4 of NE 1/4, Sec. 28 T 12 S R 4 W</p> <p>SW 1/4 of NE 1/4 " " " "</p> <p>NW 1/4 of SE 1/4 " " " "</p>	<p>40.</p> <p>40.</p> <p>40.</p>
35	C D Hillman	245 E. Washington St Pasadena, Cal.	<p>Part of Lot 2 (NE 1/4 NE 1/4) Sec. 35 T 12 S R 4 W</p> <p>Lots 2 & 3 (NE 1/4 of NE 1/4) " " " "</p> <p>Lots 9, 10, 11, 12 (SE 1/4 NE 1/4) " " " "</p> <p>Lot 1 (NE 1/4 of NW 1/4) " " " "</p> <p>W 1/2 of NW 1/4 1mo. Lot 4 " " " "</p> <p>Lot 13, 14 & 15 (W 1/2 of SW 1/4) " " " "</p>	<p>35.72</p> <p>68.36</p> <p>164.23</p> <p>35.57</p> <p>50.62</p> <p>27.25</p>

<u>Parcel</u>	<u>Owner</u>	<u>Address</u>	<u>Description</u>	<u>ACRES</u>
44	Lida Scripps		lots 5 & 6 (In NE of SW) Sec 24 T 12 S R 4 W SE of SW, Sec 24 T 12 S R 4 W	56.20 40.
42	Jennie M Burns		SW of SW Sec 24 T 12 S R 4 W	40.
54	H N Cable & G H Kettel	304 Plmken Bldg. San Diego, Cal.	Lot 1 - NE of NE Sec 4 T 13 S R 4 W SE of SE " " " " NE of NW (Ino. Lot 4) S " " " NE of SW " " " "	41.75 40. 82. 80.
52	South Coast Land Co. Del Mar, Cal.		Lot 2 (SE of NE) Sec 5 T 13 S R 4 W Lot 2 (NW of NE) Sec 4 T 13 S R 4 W SW (Ex Blks 27 to 29 and 33 to 38 in Town of Jencadilla) Sec 4 T 13 S R 4 W NE of SE " " " " " " NE of SE " " " " " " SE of NE " " " " " "	12.27 41.25 119.34 80. 40. 80.
67	Ed Fletcher	920 Eighth St	NE of NE Sec 9 T 13 S R 4 W NE of NW Sec 10 T 13 S R 4 W	80. 80.
69	Henry E & Fred C Well es	122 S St. Andrews Pl. Los Angeles, Cal.	SW of NW (Ex. 1 st ac. road) Sec 10 T 13 S Sec 10 T 13 S R 4 W	38.50
68	J Frank Cullen	617 E St. San Diego. Cal.	NE of SW (Ex 1 st ac. road) Sec 10 T 13 S R 4 W SE of SW, Sec 10 T 13 S R 4 W	78.50 40.
77	T W Cozens	304 Plmken Bldg. San Diego.	SW of SW Sec 10 T 13 S R 4 W	40
97	Katta W. Marsh	841-16th St., San Diego.	NE, Sec 15, Twp 13 S, R 4 W	160.
98	H N Cable	304 Plmken Bldg. San Diego.	SE of NE of SW Sec 14 T 13 S R 4 W NE of NW of SW " 14 " " NE of NE south of County road, Sec 15, Twp 13 S, R 4 W NE of NW, Sec 15 T 13 S R 4 W NE of SE of NW Sec 15 T 13 S R 4 W	20. 20. 46.85 40. 20.

Line 3 D

<u>Parcel</u>	<u>Owner</u>	<u>Address</u>	<u>Description</u>	<u>Acres</u>
98	H N Cable	304 Plimken Bldg. San Diego.	(Duplicate of Parcel 98, on page 2.) (which is end of Line 3 R)	
99	Maple McCoy		St of Sect of NW 300 15 T 13 S R 4 W	20.
105	State of California		NE 1/4 of NW 800 15 T 13 S R 4 W	10.
102	Kohler & Chase		SE 1/4 of NW 15 T 13 S R 4 W	10.
103	John C Fay and C A Scott	John Burnham & Co. Agents	Undivided 1/2 (SE 1/4 of SW 1/4) Sec 15 T 13 S R 4 W) Undivided 1/2 (SE 1/4 of SW 1/4) Sec 15 T 13 S R 4 W)	40.
128	J C Fay & C A Scott	John Burnham & Co., Agt's., San Diego.	Undivided 1/2 of NW 1/4 of NW Sec 22 T 13 S R 4 W	40.
129	Claude Stout	945 - 6th St., San Diego.	NE 1/4 of NW 1/4 of NW 300 22 T 13 S R 4 W SW 1/4 of NW 1/4 of NW 300 22 T 13 S R 4 W E 1/4 of NW 1/4 of NW 300 22 T 13 S R 4 W R-3/4 of SW 1/4 of NW 1/4 of NW 300 22, T 13 S R 4 W W-3/4 of SW 1/4 of NW 1/4 of NW 300 22, T 13 S R 4 W	2.50 10. 20. 1.87 1.88
133	Herman N Cable	304 Plimken Bldg. San Diego.	SE 1/4 of NW 300 22 T 13 S R 4 W NW 1/4 of NW 300 22 T 13 S R 4 W NE 1/4 of NW 300 22 T 13 S R 4 W	40. 80. 20. 40.
131	"Cardiff Acres"	Map 1680	NE 1/4 of SW 300 22 T 13 S R 4 W	40.
136	Geo. H. Kettell	3820 - 5th St., San Diego.	NW 1/4 of SW 300 23 T 13 S R 4 W	40.
137	Livonia Emerson		NE 1/4 of SW 300 23 T 13 S R 4 W	20.

Line 3 D (Continued)

Parcel

Owner

Address

Description

Acres

147 Sarah J Mackinnon

1409 Meade

SE1/4 of SE1/4 (Ex. "Cardiff A") Sec 22
 T 13 S R 4 W
 ALL NE1/4, E of Cardiff Sec 27 T 13 S R 4 W 29.24
 NW1/4 of NE1/4 " 26 " " 27.98
 E1/4 of NW1/4 " 26 " " 80.
 W1/4 of NW1/4 " 26 " " 80.

Beg. at NW cor. of SW1/4; thence south 410 ft; thence north 68° east, 210 ft; thence south 88° east 100 ft; thence south 40° east 400 ft; thence south 32° east 200 ft; thence south 45° west 25 ft; thence south 21° 35' East 930 ft; thence south 63° 11' east 394 ft; thence south 77° 47' east 407 ft; thence north 52° 24' east 440 ft; thence north 85° west 130 ft; thence north 43° east 448 ft; thence north 7° 55' west 20.09 chains; thence west 30.75 chains to beginning.
 Also beginning at NE cor. of NW1/4 of SE1/4; thence west 15.95 chains; thence south 7° 55' east 18.40 chains; thence north 46° east 1200 ft; thence north 375 ft; to beginning, all in northerly part of west 3/4 of SE1/4 of Sec 26 T 13 S R 4 W 88.82

Line 3 D (Continued)

Parcel Owner Address Description Acres

155 San Eljo Rod & Gun Club, Thos A Rife, Secy 209 American Natl Bank Bldg., San Diego, Cal.

East 634.70 ft. of S¹/₂ Sec 27 T 13 S R 4 W
N¹/₂ of S¹/₂ of S¹/₂ Sec 26 T 13 S R 4 W Beg. at SW cor. of Sec 25 T 13 S R 4 W; thence north 2830 ft; thence north 68° east 210 feet; thence south 88° east 100 feet; thence south 40° east 400 ft; thence south 32° east 200 ft; thence south 45° west 25 feet; thence south 21° 35' east 930 feet; thence south 63° 11' east 394 feet; thence south 77° 47' east 407 feet; thence north 52° 24' east 440 feet; thence north 85° west 130 feet; thence north 43° east 448 feet; thence north 82° east 855 feet; thence north 46° east 1200 feet; thence north 375 feet; thence east 1320 feet; thence south 1320 feet; thence west 1320 feet; thence south 1320 feet; thence west 3960 feet to beginning in St. Sec 26 T 13 S R 4 W

N¹/₂ of S¹/₂ T 30 S R 4 W 80.
E¹/₂ of N¹/₂ T 30 S R 4 W 80.
N¹/₂ of N¹/₂ T 30 S R 4 W 40.
E¹/₂ of N¹/₂ T 30 S R 4 W 40.
N¹/₂ of N¹/₂ T 30 S R 4 W 40.

162 Syndicate Land Co. % Ed Fletcher, Agt.

N¹/₂ (1mo. Lots 1 & 2) (Ex. Ry R of W) 88.01
Sec 34 T 13 S R 4 W
Lot 3 (N¹/₂ of S¹/₂) (Ex Ry R of W) 33.
Sec 34 T 13 S R 4 W 300 35 T 13 S R 4 W
S¹/₂ of N¹/₂ T 30 S R 4 W 40.
W¹/₂ of N¹/₂ T 30 S R 4 W 80.
N¹/₂ of S¹/₂ T 30 S R 4 W 80.
S¹/₂ T 30 S R 4 W 160.
S-3/4 T 30 S R 4 W 480.
Lots 3 & 4 (W¹/₂ of S¹/₂) Sec 31 T 13 S R 3W 80.50
Lots 5, 6 & 7 & S¹/₂ of S¹/₂ Sec 31 T 13 S R 3 W
S R 3 W 88.34
N¹/₂ (1mo. Lots 1 & 2) Sec 1 T 13 S R 4 W 160.55
N¹/₂ of S¹/₂ Sec 1 T 14 S R 4 W 40.

Line 2 D

<u>Parcel</u>	<u>Owner</u>	<u>Address</u>	<u>Description</u>	<u>Acres</u>
162	Syndicate Land Co.	% Ed Fletcher, Agt.	(Duplicate of Parcel 162, on page 5) (which is end of Line 2 D)	
161	Lida Scripps		SE $\frac{1}{4}$ of SW $\frac{1}{4}$ Sec 25 T 13 S R 4 W	40.
174	Ida Gundrum		Lots 3 & 4 (NE $\frac{1}{4}$ of NW $\frac{1}{4}$) Sec 1 T 14 S R 4 W SE $\frac{1}{4}$ of NW $\frac{1}{4}$ Sec 1 T 14 S R 4 W	81.65 80.
178	A O Wagner		Lot 4 (NE $\frac{1}{4}$ of NW $\frac{1}{4}$) Sec 6 T 14 S R 2 W Lot 5 & 6 (NE $\frac{1}{4}$ of NW $\frac{1}{4}$) " " " " " "	39.71 81.66
180	Sarah H Hyer	Del Mar	SW $\frac{1}{4}$ of NE $\frac{1}{4}$ Sec 6 T 14 S R 2 W SE $\frac{1}{4}$ of NW $\frac{1}{4}$ " " " " " " NE $\frac{1}{4}$ of SW $\frac{1}{4}$ " " " " " " Lot 7 (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) Sec 6 T 14 S R 2 W	40. 40. 40. 39.80
180	W E Hyer (tr. to Ruben E Harrison)		Lot 2 (NE $\frac{1}{4}$ of NE $\frac{1}{4}$) " " " " Beg. 309.4 ft. north of SW cor of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ Sec 6 T 14 S R 2 W; thence North 82° 46' East 399.8 feet; thence north 56° 5' east, 696.6 feet; thence north 35° 10' east 453 feet; thence north 36° 26' east 244.6 feet; thence west to NW corner of SE $\frac{1}{4}$; thence south to beginning. Beg. at SW cor. of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec 6, T 14 S, R 2 W; thence North 54° 22' east 653 feet; thence North 49° 31' east 567.8 feet to boundary of Rho San Me- gulto; thence northwesterly along said boundary to northwest corner of NE $\frac{1}{4}$ of NW $\frac{1}{4}$; thence south to beginning being all of Lot 2 and northerly part of Lot 1 (Ex R of W).	26.34

Line 30

<u>Parcel</u>	<u>Owner</u>	<u>Address</u>	<u>Description</u>	<u>Acres</u>
162	Syndicate Land Co.	% Ed Fletcher, Agt.	(Duplicate of Parcel 162, on pages 5 & 6, which is beginning of line 2 D and end of line 3 D)	
165	San Elijo Rod & Gun Club, Thos. A. Rife, Secy.	209 American Natl Bank Bldg. San Diego, Cal.	(Duplicate of Parcel 165, on page 5, in line 3 D)	
163	W R Fox		West 5 acres of NW 1/4 of NW 36 Sec 36 T 13 S R 4 W	5.
164	Geo. W. Canning	Encanto, Cal.	E. 35 ac. of NW 1/4 of NW 36 Sec 36 T 13 S R 4 W NW 1/4 of NW 36 Sec 36 T 13 S R 4 W	35. 40.
165	Thomas A. White		NW 1/4 of NW 36 T 13 S R 4 W	40.
166	Edith Olson	1974 Michigan Ave. Los Angeles, Cal.	NW 1/4 of NW 36 T 13 S R 4 W	40.
167	J H Likert P D Mill, Mgr.	011 Venbahn	Lots 1 & 2 (NW 1/4 of NW 36) Sec 31 T 13 S. XXXX R 3 W	55.98

Ed Fletcher Papers

1870-1955

MSS.81

Box: 47 Folder: 17

**Business Records - Water Companies - Volcan
Land and Water Company - San Dieguito
System - San Dieguito Mutual Water Company
- Carroll Conduit - Water rights-of-way**



Copyright: UC Regents

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

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