[PUBLIC—No. 306—65TH CONGRESS.]

[S. 3646.]

An Act Granting to the city of San Diego certain lands in the Cleveland National Forest and the Capitan Grande Indian Reservation for dam and reservoir purposes for the conservation of water, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the south half of the northeast quarter of the northwest quarter and the north half of the southwest quarter of section eight; the west half of the southwest quarter of the southwest quarter and the west half of the northeast quarter of the northwest quarter of section nine, all in township fifteen south, range two east, San Bernardino base and meridian, within the Cleveland National Forest; and the southeast quarter of the southwest quarter and the southwest quarter of the southeast quarter of section fifteen; the northeast quarter of the southeast quarter of section twenty-one; the northwest quarter of the northeast quarter, the northwest quarter, the north half of the southwest quarter, and the southwest quarter of the southwest quarter of section twenty-two; the west half of the northwest quarter of section twenty-seven; and the east half of the northeast quarter, the southwest quarter of the northeast quarter, and the southeast quarter of section twenty-eight; and the northeast quarter, the west half of the southeast quarter, the east half of the southwest quarter, and the southeast quarter of the northwest quarter of section thirty-three, all in township fourteen south, range two east, San Bernardino base and meridian; also the north half of the southwest quarter and the southwest quarter of the southwest quarter of section three, and lots two, three, six, seven, eight, nine, ten, eleven, and the south half of section four, all in township fifteen south, range two east, San Bernardino base and meridian, within the Capitan Grande Indian Reservation, and all within the county of San Diego and State of California, are hereby granted to the city of San Diego, a municipal corporation in said county and State, for dam and reservoir purposes for the conservation and storage of water, whenever said city shall have provided compensation as hereinafter specified for all property rights and interests and damages done to Mission Indians located upon the Capitan Grande Indian Reservation: *Provided*, That the lands herein granted shall not be sold, assigned, transferred, or conveyed to any private person, corporation, or association; and in case of any attempt to sell, assign, transfer, or convey, or upon a failure to use and apply said lands exclusively to the purposes herein specified, this grant shall revert to the United States.

SEC. 2. That the lands herein granted are and shall be subject to all legal rights heretofore acquired by any person, persons, or corporation in or to the above described premises, or any part thereof, and now existing under and by virtue of the laws of the United States, and no private right, title, interest, or claim of any person, persons, or corporation in or to any of such lands shall be interfered with or abridged, except with the consent of the owner or owners, or

claimant or claimants thereof, or by due process of law and just compensation paid to such owner or claimant: *Provided*, That the rights and claims of the Mission Indians of the Capitan Grande Indian Reservation, located upon the lands herein described and affected by the grant herein, shall be protected and provided for as hereafter set forth in section three of this Act.

SEC. 3. That the law of eminent domain of the State of California is hereby extended over and made to apply to said lands, and the Secretary of the Interior or his duly authorized representative is hereby directed to appear on behalf of, in the name of, and to represent the Capitan Grande Band of Indians and the United States in any proceedings instituted by the city of San Diego to condemn the interest of said Indians in said lands: *Provided*, That any judgment or order of condemnation entered in such proceeding shall be binding upon said Capitan Grande Band of Indians only upon the approval by the Secretary of the Interior of the terms of said judgment: *Provided further*, That the Secretary of the Interior shall require from the city of San Diego in addition to the award of condemnation such further sum which, in his opinion, when added to said award, will be sufficient in the aggregate to provide for the purchase of additional lands for the Capitan Grande Band of Indians, the erection of suitable homes for the Indians on the lands so purchased, the erection of such schools, churches, and administrative buildings, the sinking of such wells and the construction of such roads and ditches, and providing water and water rights and for such other expenses as may be deemed necessary by the Secretary of the Interior to properly establish these Indians permanently on the lands purchased for them; and the Secretary of the Interior is hereby authorized to expend the proceeds or any part thereof, derived from this grant for the purposes above enumerated, for the exclusive use and benefit of said Indians: *And provided further*, That the grant made in this Act shall not become effective until payment has been made of the sums herein provided for.

SEC. 4. That within one year after the approval of this Act the city of San Diego shall commence condemnation proceedings to acquire the lands herein described and shall diligently prosecute such proceedings to a final judgment. Within two years after the approval by the Secretary of the Interior of any such judgment of condemnation the city of San Diego shall institute, and thereafter shall diligently prosecute, proceedings for the issuance and sale of municipal bonds to defray the amount necessary to satisfy any such judgment of condemnation, paying such additional sum as the Secretary of the Interior may require, as provided for in section three, and providing for the acquisition, construction, and completion of a dam, reservoir, pipe line, and appurtenances thereto necessary or convenient to the storage and conservation of water upon the lands herein described for the purposes set forth in this bill. Within six months from the time of payment into the city treasury of the moneys realized from the sale of municipal bonds issued as herein provided the city of San Diego shall commence the construction of said dam and reservoir, and the same shall be prosecuted diligently, and in the event that the Secretary of the Interior shall find and determine that there has not been diligent prosecution of the work, or that said condemnation proceedings have not been

commenced and diligently prosecuted, or that municipal bonds have not been issued and sold as herein provided, then he may declare forfeited all rights of the grantees herein and request the Attorney General, on behalf of the United States, to commence suits or proceedings in the proper court having jurisdiction thereof for the purpose of procuring a judgment declaring all rights to be forfeited to the United States, and upon such request it shall be the duty of said Attorney General to cause to be commenced and prosecuted to a final judgment such suits or proceedings: *Provided*, That the Secretary of the Interior shall make no such findings and take no such action if he shall find that the issuance or sale of municipal bonds or the construction or progress of the dam or reservoir has been delayed or prevented by the act of God or the public enemy or by legal, engineering, or other difficulties that could not have been reasonably foreseen and overcome, or by other special or peculiar difficulties beyond the control of said grantee: *Provided further*, That in the exercise of the rights granted by this Act the grantee shall at all times comply with the regulations herein authorized, and in the event of any material departure therefrom the Secretary of the Interior or the Secretary of Agriculture, respectively, may take such action as may be necessary in the courts or otherwise to enforce such regulations: *Provided further*, That if such dam be built the Indians of the Capitan Grande Reservation shall be permitted to reside on, occupy, and cultivate the lands of their present reservation up until within ninety days of the time when water for storage purposes will be turned into the reservoir to be constructed hereunder, provided such occupancy by the Indians will not materially hinder the construction of the dam and storage work, which fact is to be determined by the Secretary of the Interior.

SEC. 5. That said reservoir, when constructed, shall be maintained and controlled by the city of San Diego for the use and benefit of said city and the inhabitants thereof and of such other municipalities within the county of San Diego, State of California, as may be now or hereafter furnished with water by said city of San Diego, and for the use and benefit of riparian owners along the San Diego River below the lands herein described and for the benefit of persons, corporations, or municipalities situated along or adjacent to the pipe lines of said city of San Diego for the conservation and storage of water for domestic, irrigation, or municipal uses: *Provided*, That the city of San Diego shall sell to the United States for the use of the War and Navy Departments such water as the War and Navy Departments, or either of them, may elect to take, and shall deliver the same through its system in or near the city of San Diego to the mains or systems of such military or naval reservations in that vicinity as may be designated by the Secretary of War or the Secretary of the Navy, or both, under such rules and regulations as they or either of them may prescribe. In payment of such water and the delivery thereof the United States shall pay to said city of San Diego a rental to be calculated at a fixed rate per one thousand gallons, said rate not to exceed the actual cost of such water to said city for all water so furnished as determined by meter measurements: *Provided, however*, That the grantee shall at all times comply with and observe on its part all of the conditions specified in this Act, and in the event that the sums are not reasonably complied with and carried out by

the grantee upon written request by the Secretary of the Interior it is made the duty of the Attorney General, in the name of the United States, to commence all necessary suits or proceedings in the proper court having jurisdiction thereof for the purpose of enforcing and carrying out the provisions of this Act: *Provided*, That the city of San Diego is authorized to assign all its rights, powers, and privileges under this Act to any public water district formed under the laws of California.

SEC. 6. That this Act is a grant upon certain express conditions specifically set forth herein, and nothing herein contained shall be construed as affecting or intending to affect or in any way to interfere with the laws of the State of California relating to the control, appropriation, use, or distribution of water used in irrigation, or for municipal or other uses or any vested rights acquired thereunder, and the Secretary of the Interior and the city of San Diego in carrying out the provisions of this Act shall proceed in conformity with the laws of said State.

SEC. 7. That the grantee shall file with the Secretary of the Interior, within six months after the approval of this Act, its acceptance of the terms and conditions of this grant.

Approved, February 28, 1919.

IN THE HOUSE OF REPRESENTATIVES

Feb. 17, 1924.

AMENDMENTS. SENATE BILL 3646

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the purchase of additional lands for the Capitan Grande Band of Indians, the erection of suitable homes for the Indians on the lands so purchased, the erection of such schools, churches, and administrative buildings, the sinking of such wells and the construction of such roads and ditches, and providing water and water rights and for such other expenses as may be deemed necessary by the Secretary of the Interior to properly establish these Indians permanently on the lands purchased for them; and the Secretary of the Interior is hereby authorized to expend the proceeds or any part thereof, derived from this grant for the purposes above enumerated, for the exclusive use and benefit of said Indians; And provided further, That the grant made in this Act shall not become effective until payment has been made for the sums herein provided for.

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SEC. 5 That said reservoir, when constructed, shall be maintained and controlled by the city of San Diego for the use and benefit of said city and the inhabitants thereof and of such other municipalities within the county of San Diego, State of California, as may be now or hereafter furnished with water by the city of San Diego, and for the use and benefit of riparian owners along the San Diego river below the lands herein described and for the benefit of persons, corporations, or municipalities situated along or adjacent to the pipe lines of said city of San Diego for the conservation and storage of water for domestic, irrigation, or municipal uses: Provided etc -----

Water History

NOTES FOR MR. DAVIS 11/6/24

Whenever there is a word said favorable to the District have every man ready to clap and shout.

If they refuse to allow any speeches to be made by the opposition, get a leader from El Cajon to get on his feet, butt in and say, "Let El Cajon be heard. We have something to say. We are just as vitally interested as you are." Then get all the boys to clap.

Don't forget to have the band get out in front, or if possible, parade in thru the hall for a moment - "We're from El Cajon; we're for the bonds!"

If any statements are made that are untrue, interrupt gentlemanly and ask for a moment to correct the statement. Don't hesitate to get right up. Let every man state that he is from El Cajon.

The following questions I think are pertinent ones:

First: Should we own our own water supply, or leave this question to the tender mercies of a political city council?

How can we expect increased values, a profit and prosperity to this community if we do not protect our limited supply of water at this time?

Why is it that the remarkable growth of irrigation districts the last ten years comprises over 4,000,000 acres in this state?

Answer - Because it has been found to be the only way to finance at a low rate of interest on long time our big development water projects.

Has not this irrigation district the added factor of safety of being a suburban town with big possibilities of high values for

subdivision purposes which makes an added factor of safety in acquiring our own supply of water?

Claus Spreckels' statement: They will not build an electric line to La Mesa and El Cajon until the water question is settled. Let's settle it!

By the same growth in sales of water the next five years as in the last five, there will be sufficient profit to take care of the interest on the bonds.

The question is - Annexation to get a supply of water for domestic purposes, or immediate action to protect our only source of water supply by voting the bonds.

City Attorney Higgins publicly states last week - "A property of an irrigation district cannot be condemned by the City of San Diego." We donIt realize our own strength.

El Cajon Valley consumers of the Cuyamaca Water Company and the City of El Cajon are practically unanimous in backing you on this project. Why not join hands in cooperation and pull together? A vote in favor of the bonds means a common interest for all of us.

H I S T O R Y

Last Monday Rhodes asked me to arrange to meet with Mr. Halley and he did Monday night June 30th. A compromise was talked about, the city owning No. 3, Murray dam, El Capitan was agreed on. The district to confess judgment and get their water for $1,000 a year. The only question at issue being the amount of water, the district demanding 12,000 acre feet, and the question of whether Fletcher dam should be built, or Fletcher dam eliminated and the district pump from El Capitan the amount of water that could be had by the construction of Fletcher. The district to transfer the Sutherland water at a nominal figure and the city to protect the district from its El Monte pumping plant source of supply.

Halley would not agree to give up the construction of Fletcher dam, and a conference was to be arranged later. Rhodes asked me to get Eastwood down and I met him last Thursday in Los Angeles and arranged for Eastwood and Rhodes to get together Saturday (7-5) morning at 9 o'clock.

Mr. Don Stewart appeared with Mr. Rhodes in my office. The discussion was over a radial cone type of dam at El Capitan and at No. 3. I urged Eastwood to make the plan for the city. Heretofore Eastwood had refused except with my consent.

Stewart wanted me to meet with the rest of the council and Eastwood. ~~Friday~~. I thot it better not to - to let them make their owh arrangements to get the rest of the council in for a meeting with Eastwood. Eastwood was instructed to prepare plans by the council. Rhodes made arrangements to meet next Wednesday afternoon at 4 o'clock in Jack Thompson's office at the bank with Claus Spreckels, Rhodes, Halley and myself.

Water article

CONFERENCE WITH FRED A. RHODES AND ED FLETCHER
After Mr. Rhodes' trip with General Geo. W. Goethals to
Mission Gorge Site No. 3 and El Capitan
September 28, 1924.

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Understanding based on District buying Cuyamaca System and City not fighting the sale.

Rhodes will recommend to the city the purchase of Cuyamaca's interest in No. 3 for $150,000; also Cuyamaca's interest in El Capitan, either from Fletcher or the District for $150,000;

The city to build the conduit around South Fork and Chocolate;

The city to be allowed to build El Capitan at once, also pipe line from El Capitan to Murray reservoir direct, either thru Grossmont pass or at a point nearby, that will be available for the district to get water from;

City to buy at once the pipe lines of East San Diego, Normal Heights and Kensington Park and pay 9 cents a hundred cubic feet for the carrying charge for water to the district, for water that may be used within the boundaries above described until the litigation is settled. Neither party to jeopardize any of its rights.

The city agrees to keep Murray dam full of water at all times from El Capitan and the district can use all the water it needs from Murray dam without cost until the litigation is settled, but, it is understood the district will put in what surplus water it can each winter into Murray dam thru the present Cuyamaca System, after supplying consumer's needs.

City to pay nothing for what water it uses inside the city limits proper, not including East San Diego, until the litigation is settled.

City to furnish man to care for Murray dam, also maintain the pipe line to the city from Murray dam, at the city's expense, until the litigation is settled.

Fletcher dam not to be built until litigation is settled, but El Capitan to be built at once, and until litigation is settled the district can take all water it needs from El Capitan as well as Murray dam, without cost.

If district wins litigation, the El Monte pumping water is to be protected -- if city wins, district to be allowed to pump what water it can get at El Monte plant and without cost. Both parties agree to rush litigation to final conclusion.

If city wins paramount right suit, district in perpetuity, is to be allowed to divert and use as much water as it diverts during the year 1924 and to pay $100.00 a year for said privilege.

The city also agrees to furnish any additional domestic water to the district needed, at cost, and any surplus irrigation water at a rate which the city council may set from time to time or by arbitration. The surplus domestic and irrigation water to be delivered out of the city's pipe lines at any point along line to Murray dam under pressure from El Capitan dam.

If the district wins, the city will make no protest over the building of Fletcher dam and will fully protect the district's rights to waters in the El Monte basin, in consideration of building El Capitan at the present time, the question of the amount of water in the Monte sands to be left to arbitration in the usual manner, and any shortage caused by the construction of El Capitan to be taken out of El Capitan

by the district without cost. If the District wins the paramount right suit, the district to be protected in its water filings on its own lands near Fanita Ranch and at Mission Gorge No. 3 until the city purchases same. When purchased the city to pay $100,000 for the district's 400 acres of land and water filings.

All of the above to be considered as one agreement.

H I S T O R Y

Sept. 27th, 1924.

Meeting with Fred Rhodes, Sanders and Fletcher.

Attorney Higgins' opinion on the paramount rights matter of condemning El Capitan discussed.

Sanders says that the right -f way is not a dam. Mono Power Company case, City of Los Angeles Condemnation suit, years of litigation ahead.

Rhodes convinced proper thing to do not to fight the acquisition by the district of the Cuyamaca Syste, but go in and help put it over, and after the district gets the system join together and develop the waters of the river, stop litigation, and Fletcher promises to go the limit to bring about early annexation of all territory from La Mesa to San Diego.

Fletcher also calls attention to the necessity of the first step to acquire Normal Heights, Kensington Park and East San Diego distribution system to take over Fletcher's contract to buy water at 9 cents from the district, and the advantages to the city by so doing, and first step in annexation.

All agree this is the thing to do.

ED FLETCHER
KLM

History

July 18, 1924.

(Williams, the city engineer's article in favor of a single arch type of dam to be attached to this)

Eastwood took offence at this article and altho Rhodes had asked me to get Eastwood down here to figure on a radial cone type of dam for El Capitan and Mission Gorge, he refused to come down. He said he was not getting a square deal from the city I convinced him that Williams did not represent the city and got him to come down with me Thursday night, July 17th.

I wired Rhodes from Los Angeles as follows:

Returning tonight with Eastwood who has estimates for El Capitan and Mission Gorge damsites. See you in the morning,
ED FLETCHER"

I telephoned and had Rhodes and Don Stewart here for a conference with Eastwood and got everything straightened out. He has made a price of about $1,000,000 for a radial cone type of dam at El Capitan.

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[w,1924]
csm

HISTORY

Thursday May 16th

Jack Thompson, chairman of the water committee of the Chamber of Commerce, called a meeting of the water committee, consisting of G. A. Davidson, Claus Spreckels, Rufus Choate, Melville Klauber, F. M. White, Felix Landis. They unanimously approved of the compromised agreement made by Mayor Bacon, Melville Klauber and Jack Thompson and Mr. Halley, president of the La Mesa Irrigation District, Parks and Grable (the compromise regarding San Diego City getting Mission Gorge No. 3 and all the water rights below, and the district build Fletcher 153 feet high, etc.)

The committee unanimously agreed that if the city council did not approve of this they would take it to the people either by a recall or by initiative petition.

Klauber and Jack Thompson held a meeting with Freeman Saturday afternoon and submitted the proposed agreement for his approval.

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June 18, 1924.

Monday, June 16th, Claus Spreckels, telephoned me to come over and asked me to outline the proper procedure to settle this whole problem. I recommended Sutherland, a contract mutually satisfactory with the La Mesa district, building in No. 3. See letter that I wrote him.

He said his father had been trying for a year to condemn Sutherland and he would like to put it over while his father was away that it would tickle the old man.

He discussed matters with Jack Thompson. They formed a committee of six, including A. P. Johnson, Jr., McCorkle, F. M. White, Ralph Jenny, Jack Thompson, and Spreckels. The first intention was to condemn as individuals on behalf of the city if they could. At their suggestion I have prepared the legal description of the lands to be condemned, turned it over to A. P. Johnson, Jr. See letter. I also prepared the water filings on behalf of the city and turned them over to Jack Thompson, who turned them over to Shelley Higgins.

I also secured from Dr. Good on Monday, June 16th the deed to the 40 acres just below the so-called Sutherland damsite.

In the meantime Weitzel came out strong for No. 3, and told me he would go down the line.

Don Stewart came to see me, probably for the first time in two years. Commenced to see daylight. Then came up again on Sunday, the 15th of June 2-1/2 hours at my house, and said he had heard rumors that he was implicated with Bruschi and Weitzel and wanted to know the facts. I told him everything. He said he now understood why Weitzel was so agitated two or three months ago when he took Stewart out in his machine, ran him around town and told him if anything blew up, or any grand jury indictments or anything of

kind that Weitzel would take full responsibility, and that neither Stewart nor Bruschi were in any way implicated, and that was all that Stewart could get out of him. He now understands the whole thing.

Stewart is looking for a place to land, and after explaining the whole compromise between the district and the city, he insisted that El Capitan be built, Fletcher dam abandoned and allow the district to take the water out at El Capitan, but he recommended bringing the Sutherland water over to the Cuyamaca and bringing it in thru the Cuyamaca System.

In the meantime Fred Rhodes and I and Jack Thompson had been out looking over the damsites, around Murray dam, Spring Valley. I ordered the Albright survey made for a dam, also the one just west of Grossmont and Helix. Jack Thompson did great work. On Tuesday Jack Thompson took the matter up with city attorney Higgins of the compromise with the district and the city, and Shelley Higgins agreed to the compromise.

The Supreme Court on Saturday held that Judge Andrews had jurisdiction and that meant the case going to trial on the 23d. We got tht City of El Cajon to intervene on Tuesday and also Carrol Smith on behalf of the district, and Tuesday afternoon I asked Jack Thompson to get a postponement of two to four weeks of the demurrer to be heard on the 23d. He saw Higgins Higgins said "Nothing doing and if the suit was brought and he was served with papers that there would never be any compromise between the district and the city". I told Jack Thompson - "Everything was off then. That we proposed to have the case tried on its merits

and not decided on demurrer before the Supreme Court, that we would fight it to a finish, and that he would be served with papers immediately." Jack said, "Everything is off". I said "All right, everything is off".

I ordered Sanders to serve the notice on Higgins. Fifteen minutes later Jack telephone that he had told Higgins where to head in at, and a conference was to be held at 10 o'clock Wednesday morning between Jack Thompson, Shelly Higgins, Halley of the district, and myself.

Jack stopped any publicity in the morning Union of the two suits that we had filed.

Mr. Shelley Higgins asked Jack Thompson last night, June 17th, for a conference this morning at 10 o'clock. There were present Claus Spreckels, Halley, president of the La Mesa District, Jack Thompson and myself in the city attorney's office.

Thompson explained his verbal understanding with Shelley Higgins as to the compromise between the district and the city. In a general way the city attorney approved it.

Mr. Halley told the city attorney that the La Mesa Irrigation District had to protect its rights and would undoubtedly file intervention suit today. Mr. Higgins backed up entirely on his statement of yesterday and said he realized we would have to protect our interests, and the city their's that he had a conference with the city officials, and they had felt that for political reasons it would be perfectly foolish for them, in fact ruination, to grant any extention of time in the litigation between the city and the Cuyamaca Water Company; that it would have no effect whatever in the compromise between the city and the district, and no hard feelings, but the thing to do was to get together as soon as possible on a compromise.

I told Higgins just how I felt, and I thot the district felt towards the compromise, and that one should be made. Mr. Halley approved of the statement that I outlined, the understanding being that the district confess judgment to the paramount rights on the river, providing those terms and conditions heretofore discussed were lived up to. Higgins

said that would have to be the condition precedent to any compromise. It was agreed that the district should at its pleasure file an intervention suit today.

Claus Spreckels said he would call his committee together for a conference with the city council, city manager Rhodes, city attorney Higgins, and Mayor Bacon alone; then his committee would have a conference with the Board of Directors of the La Mesa Irrigation District and see if the ideas met on what the compromise was to be, and then bring them all together for a final conference.

Jack Thompson said the Sutherland situation pleased everyone in the city condemnation suit and that for the next 10 or 15 years at least the water should be brought from Sutherland in thru the Cuyamaca System to the city. This all agreed to. The rate to be a cent and a half or two cents a thousand gallons for transmitting the water.

It was arranged that Spreckels, Higgins, Jack Thompson, Rhodes and myself would go to Sutherland and go over the water situation on the ground at a very early date.

I told Higgins I would be glad to assist in any way possible, and he said the city needed my services badly and he hoped some day I could become the adviser of the city attorney's office on the water question. I told him it would be a pleasure, but it would have to be wholly unofficial.

We all parted in a friendly fashion, and Mr. Halley and I immediately proceeded to the office of F. W. Stearns,

attorney for the La Mesa Irrigation District. We had Mr. Sanders come over in conference and Mr. Sanders explained the necessity for the district intervening as a district, today. Sanders also explained, at Stearns request, our position on the paramount right suit and the basis of our claim that we will win . The whole question was gone into and Stearns seemed very much impressed.

Stearns then demanded on the part of the district that we give the district a six months' extension of time to purchase the Cuyamaca System, claiming it would take that much time to consummate the deal with the city, et al. I told him this was out of the question, in my opinion, but I would consult Mr. Stern but even under present conditions it would be two or months that they would have to think it over and agree on a compromise before an election would take place in the district. I told him my private opinion was this extension was out of the question, and if it was a condition it was a mistake.

I told them I would get Mr. Stern on the phone and see what his reaction was to it, and report to Stearns this afternoon.

Stearns asked that all papers prepared by Sanders be left with him so in case they decide to file this afternoon they would be in a position to do so.

On telephoning to Mr. Stern he said he saw no reason why any six months' extension should be granted. Ininformed Mr. Fred Stearns, attorney for the district of our position and he replied that the Board of Directors of the district were meeting this afternoon and the question would be finally determined by the board, that he felt that it was only a reasonable request and was sorry we had not granted it.

Jack Thompson rang me up to say that he and Claus Spreckels had a conference with Rhodes, Heilbron, Weitzel and one or two others of the council, that they had planned to have the city council authorize Rhodes, city manager, to meet with the chief engineer, or representative, of the La Mesa Irrigation District, and jointly they will form a plan of compromise on the San Diego River to be submitted to the city council of San Diego and the board of directors of the La Mesa District, after the two engineers had agreed on all the problems involved.

Mr. Mary To the Water Committee of the
August 19th 24.

Statement of Colonel Fletcher

San Diego Chamber of Commerce

The compromise plan of settling the water question on the San Diego River as I understand it, calls for the construction of Mission Gorge No. 2 by building a dam to the 360 foot contour, the purchase of the following damsites: Mission Gorge No. 3, El Capitan, San Vicente, and Sutherland; also a compromise agreement with the La Mesa District and San Diego City along the lines as agreed upon between the committee of business men of both communities and representatives of the District and the City of San Diego.

My first thought is one of appreciation to my many friends who have without any idea of reward given their time to assist in bringing about this much needed compromise for the benefit of the entire community. As much as I regret it, however, as a citizen of San Diego with the single purpose of what is best for the city in mind, my judgment compels me to oppose the building of Mission Gorge No. 2 in favor of No. 3, and for the following reasons:

A dam to the 330 foot contour at No. 3 flooding 1424 acres has a net safe yield of 7.1 million gallons daily, while a dam at No. 2 built to the 360 foot contour flooding 3320 acres only has a net safe yield of 5 million gallons daily. In other words, you have two thousand additional acres of evaporation pan in No. 2 as compared to No. 3, an evaporation loss against No. 2 of two million gallons daily.

You have in perpetuity wiped out for taxable purposes 2,000 acres of the best lands of El Cajon Valley, including the town of Santee.

#5 Pueblo Lands Suit

By building No. 2 you are compelled to add at least a half million dollars additional investment in lands. It will cost you an additional $200,000 to build a pipeline connecting with the city at No. 2 as compared to No. 3.

A single arch ~~or multiple arch~~ dam can be built for approximately a half million dollars less at No. 3 to the 330 foot contour than a gravity arch as planned at No. 2 to the 360 foot contour.

The controversy hinges largely on the type of dam. There is no necessity for the gravity arch type in this case where a newer type at less cost with higher factors of safety can be built.

Site No. 3 as an ideal site has been approved by no less authority than M. M. O'Shaughnessy, Francis L. Sellew, U. S. Reclamation Service, State Engineer W. F. McClure, State Hydraulic Engineer F. M. Faude, John S. Eastwood, L. Jorgenson, W. C. Earle, former city engineer, and T. H. King.

The plans of a radial cone type of dam for No. 3 have already been approved by the highest state authorities. The height of Dam No. 3 in this case would be 230 feet. A radial cone type can be built for less than $600,000 and definite bids have been received for a single arch type such as is built by the U. S. Government for $1,270,000.

As proof of the safety of the single arch type, two of the highest dams in the world built by the U. S. Government are the Shoshone Dam - height 305 feet, yardage 69,000, cost $515,730; Pathfinder Dam, U. S. Reclamation Service - height 210 feet, yardage 54,000, cost $482,000; while the Lake Spalding Dam in California, built

by the Pacific Gas & Electric is 275 feet high, yardage 150,000, cost $1,500,000.

There is no question but what San Diego can build at No. 3 with a saving of in excess of a million dollars as compared to No. 2 a dam that will give two million gallons daily greater net safe yield.

The former City Water Commission recommended the acquisition of Sutherland and the building of No. 3. I am absolutely convinced their recommendations were sound from the standpoint of economy. After 14 years study I am convinced that the only fair method of water development of the S. D. River is the construction of Fletcher & Capitan

Some may say I have an axe to grind. My friends will not question my sincerity in advocating what I think is for the best interests of this city which I love and have tried my best to serve. I desire to place myself on record in advance of any official action. If the business men of this community still feel that my judgment is wrong I have at least the satisfaction of knowing that I have made a public protest against what I consider would be an engineering blunder, a waste of the City's money, and a poor compromise so far as the City of San Diego is concerned.

I again wish to thank my friends and the business men of this community for their deep interest in trying to settle San Diego's most pressing problem.

E. Sloan

H I S T O R Y

Dec. 8th, 1924.

Put in a copy of mr. King's letter to E. F. [Dec 5, 1924] and Mr. Stern's letter to E. F. [Dec 22, 1924] EM

Re: City manager Rhodes has been up to see Sterns and Stern has suggested a compromise meeting with Rhodes, Halley and me.

E.F.

San Diego in early days
Found the water question in a maze,
But a big man, Ed his name
Went into the water game.
The hot air he supplied
And to him the rich men hied.
They invested for gain
And soon San Diego Rivertheirs became.
Fred Heilbron, good and true,
Said Fletcher's hold would never do.
Looking round for a he-man
He soon located dear old Freeman.
Says he, for $200 bucks a day
Your trouble I'll smooth out like new mown hay.
The council fell for the dear old midget
But the contract signed failed to have a limit.
To Freeman the order then ran
Throw out Fletcher if you can.
The first report, so it ran
I'm in love with Capitan.
Looking farther what to see
Freeman favoured the San Vicente.
Then hither and thither he did dodge
And on Mission Gorge his eyes did lodge
Number three it sure shall be
But the council balked and said let's see.
So Freeman to San Diego did come
And the council said your report is bum.
Give us El Capitan, by gum
For with our money you have come.
Freeman in a rage did say his trip to Egypt he'd engage
But two hundred bucks a day was mighty good pay.
So another report he did make
Which anybody can take
Be it Number 2 or 3 Mission Gorge dam
Or El Capitan, if they can.
But God forbid that we hire a man
Who recommends a movable dam.

After many years of study, I am convinced that the economical and practical development of the San Diego River means the immediate construction of a dam by the City of San Diego at Mission Gorge No. 3, to hold approximately 15 billion gallons of water, built to the 330 ft. contour.

This means the storage of the water in the canyon. Practically all the lands that would be flooded are fit for nothing else.

Mission Gorge No. 3 built to the 330 ft. contour would be superior either to Morena or Barrett as to cost of dam and surface area exposed, for the same amount stored.

It would have less evaporation surface of any dam in the county of its size, flooding only 1330 acres, as compared to damsite No. 2 holding the same amount of water flooding 2420 acres, over 40 percent less evaporation area, and by building in No. 3 we would save the flooding of some of our best farming and fruit lands in the El Cajon Valley.

Mr. Freeman first informally recommended El Capitan, then officially San Vicente, then Mission Gorge No. 3 and now Mission Gorge No. 2, with the qualification that some dam be put in Mission Gorge. He also recommends the acquisition of No. 3 in his last report so I do not see why I am not in harmony with Mr. Freeman's report.

Looking at the situation from a broad standpoint, these are the facts: The Cuyamaca System has been using the waters of the San Diego River for 40 odd years. They have taken it out of the river at the lowest point that they can irrigate their practically frostless lands by gravity.

Eucalyptus Reservoir at Grossmont, and La Mesa, are higher elevation than El Capitan nearly 20 miles away. El Capitan could never furnish La Mesa with water by gravity from a practicable standpoint.

There are between 20 and 30 thousand consumers on the Cuyamaca System. That system is there to stay, to take care of the present and future development and nothing can change it. No one in San Diego would be a party to taking their water away from them. The city attorney of San Diego in open court has stated that the city would not attempt to take away from the Cuyamaca consumers what water they had put to beneficial use if ~~they~~ San Diego won the paramount suit, which is still an open question as far as the city is concerned.

This section will some day become a part of the City of San Diego unquestionably and we must treat them fairly on that account, therefore, we must allow them to protect themselves for a reasonable amount of water for their future development.

If this is done, what is the use of building El Capitan at this time, for there are only 42 square miles of water shed below the Cuyamaca Water Company's intakes on the river. By building El Capitan we would be losing the run-off of 248 square miles of watershed above Mission Gorge No. 3 and below El Capitan, a larger watershed than the combined area of Morena, and Barrett, and larger than Henshaw dam.

It would cost an additional million dollars to build a pipe line from El Capitan down to Mission Gorge No. 3 while ~~would be saved by building~~ No. 3, if built, ~~which~~ would be catching all the water that flows ~~from~~ into the El Capitan watershed and Mission Gorge No. 3 as well.

Mr. Freeman well calls No. 2 a "cow pasture" in his official report a few weeks ago. It built to the eventual height which he recommends, 390 feet contour, it would wipe out entirely the town of Santee, flood a part of Lakeside, almost flood the town of El Cajon, flood 3 miles of paved highway, 4½ miles of San Diego & Arizona Railroad, and forever blot out 4000 or 5000

acres of bottom land, which is invaluable for taxable purposes in the future, and which there is no need of destroying.

Mr. Freeman's last recommendation is to build No. 2 to a contour elevation of 365, or 5 ft. above the bottom of the spillway. This dam, if built, would hold 87,000 acre feet, or 28,660,000,000 gallons, flooding 3320 acres, while a dam at No. 3 holding the same amount of water floods only 2880 acres, and only to the 350 ft. contour.

I do not think that conditions require the construction of such a large dam at either place, but if it did, the following are the advantages of No. 3 over No. 2, holding the same amount of water, approximately 28 billion gallons.

No. 3 has 12 additional square miles of watershed that does not flow into No. 2, as much as the entire Cuyamaca Lake watershed.

29,450 acre feet of the 86,000 acre feet stored, would be in the canyon below No.2 and above No. 3 where it belongs, with ideal storage capacity and practically no evaporation.

If both dams were full, the evaporation loss, based on 4 feet a year evaporation on No. 3 would be 10,000,000 gallons a day; on No. 2 would be 11,000,000 gallons a day.

The lands within No. 3 reservoir site can be acquired for a million dollars less, in my opinion, than the lands in No. 2 to hold the same amount of water, and by building No. 3 we would save the town of Santee and nearly 2,000 acres of valley lands which would be destroyed for taxable purposes if No. 2 were built, for it is between the 350 and 365 foot contour that most of the expensive lands are damaged and for which the city would have to pay.

Mr. Freeman estimates the cost of a dam to the 365 ft. contour, holding 87,000 acre feet of water at site No. 2 will be $1,700,000. A single arch type of dam at No. 3, where there is an ideal site for such type dam, can be built to hold the same amount of water for approximately $1,000,000.

The highest dams in the world are single arch built by the United States Government and certainly a Jorgenson type of single arch dam at Mission Gorge No. 3 will serve every purpose while a multiple arch type of dam, if the city desires it, could be built at No. 3 to the 330 ft contour for approximately $750,000.

By building at No. 3 you save a mile and a half or two miles of pipe line as compared to No. 2, and if the city should lose its paramount right suit, you would save by building at No. 3 the cost of acquiring nearly 2 miles of riparian rights on the river between No. 2nand No. 3.

The La Mesa Irrigation District has an option on the Cuyamaca Water Company's holdings in No. 3 for $150,000. The Cuyamaca Water Company controls the damsite and nearly400 acres that would be flooded. The district owns an additional 400 acres within the reservoir site. It is a question whether we can condemn their lands, but the point I wish to bring out is that at an early date, if we compromise with the irrigation district, as I feel we should, there is no reason why we should not be building in Mission Gorge No. 3 - within the next few months.

I am strong for a fair compromise with the district. It is no cinch we are going to win our paramount right suit claiming the ownership of all the waters of the San Diego River. One city attorney has ruled against us, one superior judge has also ruled against us, and there is always a chance to lose. It seems to me that a fair compromise can be arranged, and I shall work to that end with every effort to solve the water problem on the San Diego River at an early date.

July 24, 1928

To the Honorable, the Mayor and Common Council
City of San Diego, California.

We note by the papers that you have called a bond election to vote bonds for the construction of Mission Gorge No. 2 dam as per recommendation of Mr. Freeman.

The undersigned residents of Santee, Lakeside and El Cajon feel that you should know what the sentiment is in in this section, and we urge that the city do not waste the cost of calling an election for the building of No. 2, but rescind your recent action and call a bond election for the construction of Mission Gorge No. 3, the logical place for the storage of water for the City of San Diego.

Mr. Freeman first recommended Mission Gorge No. 3. Number 3 has been approved by such eminent engineers as the state engineer of California, Mr. W. F. McClure, Mr. F. M. Faude, chief hydraulic engineer of the State Railroad Commission, Mr. M. M. O'shaughnessy, chief engineer of the City of San Francisco, former city engineer, W. C. Earle of San Diego, Mr. Francis L. Sellew, former U. S. Reclamation Service engineer and many other prominent engineers who understood local conditions.

Mr. Freeman has made a mistake in recommending the construction of Mission Gorge No. 2. If the city builds at Mission Gorge No. 3, the city will save over 1,000,000 gallons of water daily on an average in evaporation losses alone, based on the same storage, ie: 28 billion gallons in No. 3 or No. 2.

It will cost the city fully $1,000,000 more to buy the additional lands that would be flooded if No. 2 were built, as compared to No. 3.

By building No. 3 the town of Santee would be saved from destruction, as well as part of Lakeside, to say nothing of 3 or 4 miles of the S. D. & A. Railroad and concrete highway.

Several thousand acres of the best land in the county would be preserved for taxable purposes if No. 2 was not built.

No. 3 has 12 additional square miles of watershed as compared to No. 2 and from a practical standpoint any common layman can see that the water stored in the canyon between No. 2 and No. 3 is the logical place for the storage of water, land that cannot be utilized for farming purposes, with a canyon narrow and deep preventing large evaporation losses.

Being interested both in San Diego City and County water development, we urge you to take our petition under serious consideration.

Eespectfully submitted.

F. R. Bickell	Lakeside
G. W. Conrad	"
R. H. Moore	"
R. L. Boman	"
J. H. Burtch	"
Ray Gavin	"
A. E. Pratt	"
L. R. Knorr	"
C. B. Harrigan	"
E. P. Fitch	"
Jesse K. Griffiths	"
R. A. Whitaker	"
Tom Lamadrid	"
John A. Johnson	"
Edward French	
Fred Pincle, Jr	"
C. M. Lucas	"
S. J . Arnndil	"
H. S. Kibbey	
Ed M. Walker	
A. W. Johnson	
G. G. Nelson	
Lakeside Development Co. By M. Pearce, Pres	
Lincoln A. Johnson	
Wallace Mansur	
W. J. Hartung	
L. Westcott	
Chas. McKenney	
L. O. Gandyra	
Geo. R. Miller	
A. E. Lewis	
A. L. Bales	
J. E. Dawkins	
L. A. Smith	
J. F. Lamond	
H. G. Paine	
C. M. Hayden	
W. A. Meyer	
S. B. Wood	
W. Herrell Porter	
Ott. H. Nelson	
W. F. Phillips	
James Forrester	

(Editorial in San Diego Sun of June 12, 1916)

THE WATER PROBLEM

Investigation into the physical status of the Cuyamaca flume properties made by a Sun man this week reveals several interesting facts.

In the first place it appears that the company is building a large syphon across the south fork, to cost about $12,000, and two other syphons are also being built.

The Cuyamaca Water Co. now claims to have perfected right to 1600 inches of water in the San Diego river, above the diversion dam, the company has been building on the south fork, and 1000 inches additional flow has been appropriated in that stream. It would seem that Col. Fletcher's company has succeeded in appropriating all the water in the upper reaches of the San Diego river.

The La Mesa reservoir, holding about 800,000,000 gallons, is full, and the Cuyamaca and all the small reservoirs of the system are full to their capacities. The flume is now carrying 20,000,000 gallons of water a day, or about twice the total consumption of the City of San Diego. Within a few days this water will be going to waste down the San Diego river, as there is no more reservoir capacity to contain it. The flume engineers claim that all the lands along the flume are now assured an ample supply of water for at least three years to come. Of all the water systems devised or built in San Diego county, the flume has proven the most satisfactory. There can be no doubt in the world in the mind of any intelligent citizen, that whatever else is done, the city of San Diego should buy and control the flume system. There is scarcely a chance that Secretary Lane will decide in favor of the flume company, as to the ownership of El Capitan dam, and there is every reason to believe that the higher courts will sustain his decision; nevertheless, Fletcher and his associates have appropriated so much water that San Diego is going to have the fight of its life to get water enough to fill El Capitan dam, even if it succeeds in preventing the flume company from getting possession of the same.

JUDGE INDICATES HE WILL DECIDE S. D. RIVER CASE IN CITY'S FAVOR

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HOLDS PUEBLO RIGHTS ALREADY SUSTAINED IN LOS ANGELES LITIGATION; HIGHER COURT TO DETERMINE FINALLY.

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Victory for the City of San Diego in its suit against the Cuyamaca Water Company to determine water rights in the San Diego River was forecast yesterday by Judge C. H. Andrews of the Superior Court in a comprehensive resume of Spanish and Mexican laws involved in the action.

Although he sustained a demurrer presented by the Cuyamaca Company Judge Andrews gave the City permission to amend its complaint and indicated that when this had been done he would decide in favor of the plaintiff so the case could be carried to a higher court for final hearing. Crouch & Saunders appeared as attorneys for the Cuyamaca Company, City Attorney S. J. Higgins represented the municipality and Attorney James O'Keefe appeared for the town of La Mesa, which intervened to protect whatever rights it may have to the waters of the river.

In his decision Judge Anderws held that San Diego, as successor to the old presidio pueblo, had the same rights as had already been established by Los Angeles in litigation based on pueblo laws. Attorneys who listened to the decision said it would have an important effect in determining water rights throughout the State.

The Judge prefaced his decision with a reference to the romantic early history that forms the background of the action, comparing the opposing counsel to the early settlers gathered to settle problems over their cattle and grazing lands.

City Attorney Higgins said last night the ruling forecast by the court meant a sweeping preliminary victory for San Diego in its legal battle over water rights involved. A complaint amended as the Judge suggested would be presented without unnecessary delay, he said, and the case would then proceed through the courts to final decision.

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San Diego Union,
June 2nd, 1923.

This letter written to men as noted at end but never used. I took matter of figures in statement up with George & he said not to send as worded (Mr Mathews, he said) (Letters to others destroyed) Jack —

June 25, 1923.

Mr. John D. Spreckels,
Union Building,
San Diego, California.

My dear Mr. Spreckels:

Enclosed herewith find certified copy of statement of our secretary, Mr. Mathews, showing the amount of money that has been invested in the Cuyamaca System since June 1st, 1910, plus 7 percent interest, including the original purchase price of the system at $150,000.

Mr. Stern and I purchased Mr. Murray's interests for less than Mr. Murray's cost, plus interest but it was a special favor to me on account of Mrs. Murray's personal friendship and for services rendered the estate in the settlement of the litigation. The original cost of the Cuyamaca System was $1,280,000, the unit costs being less than one-half of what they are today and the reproduction cost of the Cuyamaca System today, without any value whatever for water rights, is in excess of $2,500,000.

The state engineer of California on August 12, 1919, made a valuation on the Cuyamaca System of $1,451,850 as a sales value to the La Mesa Irrigation District and this valuation, if the deal had been closed, would have been a basis of bond issue, approved by the state bonding commission of California, of which the state engineer is a member. The state bonding commission has not once in its history refused to accept the valuation of the state engineer.

Since that decision of August 12, 1919 of the state engineer as to value of this system for sales purposes, we have added to capital in excess of $250,000. I am furnishing you this information to give you some idea of the value of the property.

The hydraulic division of the State Railroad Commission for rate fixing purposes, placed a valuation of $997,000 on the Cuyamaca System a short time ago. This included no value whatsoever for water rights, neither did it include any tangible values or any valuation for non-operating properties such as El Capitan damsite and reservoir lands flooded, together with our work on same; Fletcher damsite and reservoir lands flooded together with our work

on same such as core drilling, etc.

There are a number of other non-operating properties all of a value in our opinion of several hundred thousand dollars, not included in the Railroad Commission's valuation for rate fixing purposes. In addition thereto you are probably as much as I a judge of the value of Mission Gorge damsite, our core drillings, surveys and lands within the reservoir which I control.

The above is a personal letter giving you personal information which you may use as you see fit.

Yours very truly,

EF:KLM

Dictated June 22 before
Col. Fletcher left the
city.

cc- Chas Sprecklels.
Same to E B Gould
Frank Belcher
G.A. Davidson
Kettner

SUMMARY SHOWING ADVANCES BY JAMES A. MURRAY, ZA FLETCHER, AND WILLIAM G. HENSHAW FROM JUNE 1, 1910 to AUGUST 20, 1913, AND AUGUST 20, 1913 to JUNE 30, 1923.

Name	Amounts	Interest	Total
James A. Murray	654,383.60	426,517.89	1,080,901.49
Za Fletcher	64,308.70	39,418.14	103,726.84
William G. Henshaw	23,444.17	10,831.19	34,275.36
Totals	742,136.47	476,767.22	1,218,903.69

I hereby certify that the above is correct as shown by the books of the Cuyamaca Water Company.

Secretary.

OUYAMACA WATER COMPANY

PARTNERSHIP STATEMENT

Showing Investment of James A. Murray and Ed Fletcher - June 1, 1910 to August 20, 1913, and from August 20, 1913 to June 30, 1923, Including Interest at 7%.

ALSO

Investment of James A. Murray, Ed Fletcher, and William G. Henshaw - August 20, 1913, to June 30, 1923, Including Interest at 7%.

SUMMARY SHOWING ADVANCES BY JAMES A. MURRAY AND ED FLETCHER

FROM JUNE 1, 1910, TO AUGUST 20, 1916.

Name	Amount	Interest	Total
James A. Murray	$ 269,366.95	226,514.22	495,881.17
Ed Fletcher	26,233.34	22,639.57	48,872.91
	$ 295,200.29	250,153.79	545,354.08

Ed Fletcher's share in the above total of $545,354.08 is 1/6 or $90,892.34, of which he has advanced in cash and interest $49,472.91, leaving a balance of $41,419.43. His indebtedness to James A. Murray therefore is $41,419.43.

SUMMARY SHOWING INVESTMENTS OF JAMES A. MURRAY, ED FLETCHER AND WILLIAM G. HENSHAW FROM AUGUST 20, 1915 TO JUNE 30, 1925.

Name	Amount	Interest	Total.
James A. Murray	$ 505,016.65	200,005.67	$505,020.32
Ed Fletcher	38,475.35	15,778.57	54,253.93
William G. Henshaw	34,444.17	19,831.12	54,275.35
T o t a l s -	$ 446,936.18	226,613.43	673,549.61

Considering James A. Murray's advances of $505,020.32 as 5/6 of the total amount which should have been invested in the Company, then the total amount which should have been paid in is $702,024.38, and the proportionate share of each partner and his indebtedness is:

Name	Fractional Part of Whole	Amount which should have been paid in.	Amount Actually Paid in	Indebtedness of each partner to O. W. Co.
James A. Murray	5/6	505,020.32	505,020.32	-
Ed Fletcher	1/12	58,502.03	54,253.93	4,248.10
Wm. G. Henshaw	1/12	58,502.03	34,275.36	24,226.67
T o t a l s -		702,024.38	673,549.41	28,474.77

STATEMENT SHOWING INVESTMENT OF JAMES A. MURRAY IN GUYAMACA WATER COMPANY

JUNE 1, 1910, TO AUGUST 20, 1913, AND AUGUST 20, 1913, TO JUNE 30, 1923,

INCLUDING 7% INTEREST

Item	Date	Description		Total Amount	7% Interest	Totals
1	June 1, 1910	5/6 of Purchase Price of System		125,000.00	114,479.17	239,479.17
2	Aug. 6, "	Cash Advance	1,500.00		1,354.79	
3	Sep. 3, "	" "	1,000.00		897.96	
4	Oct. 3, "	" "	1,500.00		1,338.15	
5	Nov. 9, "	" "	1,000.00		885.12	
6	Mar. 29, 1911	" "	5,000.00		4,289.44	
7	May 12, "	" "	5,000.00		4,247.64	
8	June 26, "	" "	10,000.00		8,409.72	
9	July 31, "	" "	5,000.00		4,170.87	
10	Aug. 16, "	" "	5,000.00		4,156.28	
11	Sep. 18, "	" "	10,000.00		8,280.27	
12	Dec. 20, "	" "	5,000.00		4,035.70	
13	Feb. 8, 1912	" "	1,000.00		797.78	
14	Feb. 19, "	" "	675.00		537.08	
15	Apr. 10, "	" "	14,000.00		11,000.48	
16	June 29, "	" "	9,000.00		6,933.50	
				74,675.00	61,304.78-	135,979.78
17	Aug. 20, "	" "	19,000.00		14,448.99	
18	Jan. 7, 1913	" "	5,000.00		3,469.20	
19	Feb. 6, "	" "	28,000.00		20,589.46	
				52,000.00	38,507.65	90,507.65
20	July 2, "	" "		10,000.00	6,998.06	16,998.06
21	Sep. 2, "	Cash Advance used in payment for work done prior to August 20, 1913,.	5,000.00		3,440.69	
22	Jan. 13, 1914	Portion of Cash Advance of $25,000.00 used in payment for work done prior August 20, 1913, on which date Wm. G. Henshaw purchased a 1/12 Interest from M Fletcher.	2,691.95		1,783.87	
				7,691.95	5,224.56	12,916.51
				259,366.95	226,514.22	485,881.17

Item	Date	Description		Total Amount	7% Interest	Totals
23	Sep. 30, 1913	Cash Advance	6,000.00		4,096.17	
24	Nov. 20, "	" "	10,000.00		6,729.69	
25	Dec. 1, "	" "	10,000.00		6,708.31	
26	Dec. 22, "	" "	10,000.00		6,667.50	
27	Jan. 13, 1914	Portion of Cash Advance of $25,000.00 expended for work done after Aug. 20, 1913.	22,308.05		14,712.50	
28	Feb. 6, "	Cash Advance	25,000.00		16,454.89	
29	Mar. 11, "	" "	8,275.08		5,320.26	
				91,583.13		60,759.32	152,342.45
30	Mar. 11, "	" "		16,724.92		10,894.38	27,619.30
31	Mar. 25, "	" "		15,000.00		9,730.00	24,730.00
32	July 1, "	" "		10,000.00		6,300.00	16,300.00
33	Sep. 16, "	" "		5,000.00		3,077.09	8,077.09
34	Oct. 28, "	" "		5,000.00		3,036.25	8,036.25
35	Oct. 31, "	" "		8,500.00		5,156.67	13,656.67
36	Nov. 16, "	" "		10,000.00		6,037.49	16,037.49
37	Dec. 29, "	" "		5,000.00		2,976.94	7,976.94
38	Feb. 3, 1915	" "		5,000.00		2,943.90	7,943.90
39	Feb. 25, "	" "		5,000.00		2,922.50	7,922.50
40	June 30, "	" " (Salary)		400.00		224.08	624.08
41	Sep. 21, "	" "		15,000.00		8,166.67	23,166.67
42	Sep. 21, "	" "		25,000.00		13,611.10	38,611.10
43	Dec. 31, "	" " (Salary)		1,200.00		630.00	1,830.00
44	Mar. 21, 1916	" "		2,000.00		1,018.89	3,018.89
45	June 30, "	" " (Salary)		1,200.00		568.23	1,768.23
46	Dec. 31, "	" " "		1,200.00		545.00	1,745.00
47	Mar. 28, 1917	" "		2,083.35		912.66	2,996.01
48	Mar. 28, "	" "		416.68		184.75	601.43
49	Mar. 28, "	Property of James A. Murray turned over to Cuyamaca Water Company, value as determined by State Railroad Com.		6,160.00		2,698.60	8,858.60
50	June 30, "	Cash Advance (Salary)		1,200.00		504.23	1,704.23
51	Dec. 31, "	" " "		1,200.00		462.00	1,662.00
52	Apr. 18, 1918	" " (Healion Lewis)		3,196.42		1,164.11	4,360.53
		Total from August 20, 1913, to May 1, 1918, including interest to June 30, 1923.		237,064.50		144,545.86	381,610.36

Item	Date	Description		Total Amount	7% Interest	Totals
53	Mar. 30, 1917	Cash Advance (Note to James A. Murray)				
		Murray Dam Construction.	83,333.34		36,474.52	119,807.86
		" " " " "(Ed Fletcher)	8,333.33		3,647.43	11,980.76
		" " " " "(Wm.G.Henshaw)	8,333.33	100,000.00	3,647.43	11,980.76
54	June 30, 1918	" " (Salary)		1,200.00	420.23	1,620.23
55	Oct. 31, "	" " (Murray Dam)		10,000.00	3,266.67	13,266.67
56	Dec. 31, "	" " (Salary)		1,200.00	378.00	1,578.00
57	June 30, 1919	" " (Salary)		1,200.00	335.23	1,535.23
58	Oct. 31, "	Second Hand 2" and 4" pipe from J.G.Sauer		585.50	150.30	735.80
59	Dec. 31, "	Cash Advance (Salary)		1,200.00	294.00	1,494.00
60	Mar. 31, 1920	" " (To Western Rein. Concrete Pipe Company)		4,000.00	910.00	4,910.00
61	Apr. 8, "	" " " " "		8,500.00	1,922.17	10,422.17
62	June 30, "	" " (Salary)		1,200.00	252.23	1,452.23
63	July 31, "	" " (Sharp-Fellows Const. Co.)		16,656.65	3,402.76	20,059.41
64	Dec. 31, "	" " (Salary)		1,200.00	210.00	1,410.00
65	May 31, 1921	" " (Salary)		1,000.00	145.84	1,145.84
				147,952.15	55,457.81	203,409.96

SUMMARY

Sheets	(1 Totals from June 1, 1910 to August 20, 1913.	269,556.95	226,514.22	496,071.17
	(2 Totals from August 20, 1913 to May 1, 1918.	237,054.50	144,545.86	381,610.36
	(3 Totals from March 30, 1917to June 30, 1923	147,952.15	55,457.81	203,409.96
		654,383.60	426,517.89	1,080,901.49

STATEMENT SHOWING INVESTMENT OF ED FLETCHER IN THE CUYAMACA WATER COMPANY

JUNE 1,1910, TO AUGUST 20, 1913, AND AUGUST 20, 1913, TO JUNE 30, 1923.

INCLUDING 7% INTEREST

Item	Date	Description		Total Amount	7% Interest		Totals
1	June 1, 1910	1/6 of Purchase Price of System		25,000.00	22,895.83		47,895.83
2	Aug. 6, "	Cash Advance	250.00		225.82		475.82
3	Sep. 3, "	" "	166.67		149.65		316.32
4	Nov. 7, "	" "	250.00		221.38		471.38
5	Nov. 28, "	" "	166.67	833.34	146.82	23,	313.56
		Total Investment to August 20, 1913.		25,833.34		23,639.57	49,472.91
6	Jan. 6, 1914	Cash Advance (Salary)	5,000.00		3,320.15		8,320.15
7	Oct. 6, "	" " "	1,000.00		611.55		1,611.55
8	July 30, 1915	" " "	3,000.00		1,663.08		4,663.08
9	Dec. 28, "	" " "	1,500.00		788.37		2,288.37
10	Apr. 4, 1916	" " "	250.00		126.73		376.73
11	Jan. 25, 1917	Property of Ed Fletcher turned over to Cuyamaca Water Company, value as determined by Railroad Commission	9,340.00		4,206.10		13,546.10
12	Mar. 28, "	Cash Advance	208.33		91.25		299.58
13	Mar. 28, "	" "	41.66		18.27		59.93
14	June 30, "	" "	2,691.94		1,130.66		3,822.60
15	Apr. 18, 1918	" "	319.65		116.44		436.09
16	Apr. 30, "	Ed Fletcher Personal Account	5,000.18		1,809.36		6,809.54
17	Oct. 31, "	Murray Dam Construction	1,666.67		544.44		2,211.11
18	Dec. 31, 1919	One-half of Riverside-Portland Cement Co's. bill of 3 cars cement, balance of bill credited to Wm. G. Hunshaw.	1,096.43		266.18		1,362.61
19	June 30, 1920	Cash Advance (Salary)	1,800.00		378.35		2,178.35
20	Dec. 31, "	" " "	1,800.00		315.00		2,115.00
21	June 30, 1921	" " "	1,800.00		252.35		2,052.35
22	Dec. 7, "	" " (Land)	50.00		5.48		55.48
23	Dec. 31, "	" " (Balance of Salary)	52.56		5.52		58.08
24	June 30, 1922	" " " " "	1,567.94		110.06		1,678.00
25	July 31, "	" " (Salary)	300.00		19.25		319.25
		TOTAL from August 20, 1913 to June 30, 1923 - -		38,475.36		15,778.57	54,253.93
		TOTAL from June 1, 1910 to August 20, 1913 - -		25,833.34		23,639.57	49,472.91
				64,308.70		39,418.14	103,726.84

STATEMENT SHOWING INVESTMENT OF WILLIAM G. HENSHAW IN CUYAMACA WATER COMPANY

AUGUST 20, 1913 TO JUNE 30, 1923, INCLUDING 7% INTEREST

Item	Date	Description	Total Amount		7% Interest		Totals
1	Feb. 23, 1914	Cash Advance	2,500.00		1,637.22		4,137.22
2	Mar. 2, "	" "	2,500.00		1,632.84		4,132.84
3	Oct. 6, "	" "	1,500.00		917.28		2,417.28
4	Dec. 15, "	" "	1,500.00		897.16		2,397.16
5	Jan. 7, 1915	" "	1,000.00		595.82		1,595.82
6	Dec. 28, "	" "	1,500.00		788.37		2,288.37
7	Apr. 4, 1916	" "	250.00		126.72		376.72
8	Jan. 5, 1917	" "	1,500.00		681.32		2,181.32
9	Mar. 9, "	" "	1,000.00		480.18		1,480.18
10	Mar. 28, "	" " (Sweet, Stearns & Forward)	208.32		91.24		299.56
11	Mar. 28, "	" " (Healion Lands)	41.66		18.25		59.91
12	Jan. 21, 1918	" "	500.00		190.57		690.57
13	Feb. 14, "	" "	500.00		188.32		688.32
14	Mar. 15, "	" "	1,500.00		555.91		2,055.91
15	Apr. 18, "	" " (Healion Lands)	319.65		116.41		436.06
16	June 30, "	" "	1,000.00		350.19		1,350.19
17	Oct. 31, "	Murray Dam Construction (Note to Sharp-Fellows Const. Co.)	1,666.68		544.46		2,211.14
18	Apr. 30, 1919	Cash Advance (1 Car Cement)	664.77		194.01		858.78
19	June 30, "	" " (1 Car Cement)	599.56		165.23		764.79
20	Sep. 30, "	" " (1 Car Cement)	867.10		227.80		1,094.90
21	Dec. 31, "	" " (1 Car Cement)	1,096.45		266.18		1,362.61
22	July 31, 1921	" " (H. C. Mareka Property)	1,250.00		187.71		1,437.71
				23,444.17		10,831.19	34,275.36

PROPERTY OF JAMES A. MURRAY AND ED FLETCHER TURNED OVER TO CUYAMACA WATER COMPANY

Description	J.A.Murray	Ed Fletcher
Murray Hill Reservoir Lands, 16.16 acres at $168.	$ 2,715	---
Right-of-way for Murray-Eucalyptus Syphon and Murray Hill Supply Line, 1.66 acres at $168.	279	---
Lands for Miles' Reservoirs No. 1 & No. 2 and Miles' Pumping Plant, 4.35 acres at $168.	731	---
Kuehner Property	6,000	---
El Monte Pumping Plant	8,500	---
Miles Reservoir No. 1 (Structures)	2,687	---
Miles Reservoir No. 2 (Structures)	715	---
Miles Pumping Plant (Structures)	1,196	---
Murray Hill Pipe Lines	1,056	---
Lands at Normal Heights Shops	510	102
Buildings at Normal Heights Shops	390	78
Grossmont Reservoirs (Structures)	---	4,737
Grossmont Pumping Plant (Structures)	---	1,725
Grossmont Pipe Lines	---	3,160
Webster Reservoir Lands, 0.14 acres	---	55
Webster Reservoir (Structures)	---	248
Lands for Grossmont Reservoirs and Pumping Plant, 0.41 acres.	---	551
Pipe Line to El Cajon Packing House	---	546
	$ 24,779	$ 11,202

TOTAL VALUE OF ALL PROPERTY - $ 35,981.

The Railroad Commission Decision states that the above property is worth not to exceed $30,000.00 or 83.4 per cent of the above total. On this basis the property turned over to the Cuyamaca Water Company is worth as follows:

James A. Murray	$20,660
Ed Fletcher	9,340
Total	$30,000

As James A. Murray has already been credited with $14,500 for the Kuehner property and the El Monte Pumping Plant, the above $20,660 is reduced to $6,160.

On the two following pages will be found revised detailed valuations of the property of each partner turned over to the Cuyamaca Water Company.:

REVISED VALUATION OF PROPERTY OF J. A. MURRAY TURNED OVER TO THE CUYAMACA WATER COMPANY

This valuation is based upon R. R. Commission's determination of values.

Murray Hill Reservoir Lands, 16.16 acres.	$1,630
Rights-of-Way for Murray-Eucalyptus Syphon and Murray Hill Supply Line, 1.66 acres.	165
Land for Miles Reservoirs No. 1 & No. 2 and Miles Pumping Plant, 4.35 acres.	440
Miles Reservoir No. 1 (structures)	1,610
Miles Reservoir No. 2 (structures)	440
Miles Pumping Plant (structures)	710
Murray Hill Pipe Lines	630
Lands at Normal Heights Shops (5/6 interest)	305
Buildings at Normal Heights Shops (5/6 interest)	250
	$6,160

REVISED VALUATION OF PROPERTY OF ED FLETCHER TURNED OVER TO THE

CUYAMACA WATER COMPANY

This valuation is based upon R. R. Commission's determination of values

Grossmont Reservoirs (structures)	$ 3,950
Grossmont Pumping Plant (structures)	1,440
Grossmont Pipe Lines	2,635
Webster Reservoir (structures)	205
Pipe Line to El Cajon Packing House	455
Lands for Grossmont Reservoirs & Pumping Plant, 0.41 acres.	460
Lands for Webster Reservoir, 0.41 acres.	45
Lands for Normal Heights Shops (1/6 Interest)	85
Buildings at Normal Heights Shops (1/6 Interest)	65
TOTAL	$ 9,340

San Diego, California
May 19th, 1924

Mr. Fletcher,
Office.

Dear Sir:

Attached hereto is a tabulation showing the area and capacity of Mission Gorge Reservoir site No. 3 in five foot steps from the 330 to the 360 foot contour, and Mission Gorge Reservoir site No. 2 from the 340 to the 400 foot contour.

Yours respectfully,

W. B. Shropshire.

WBS:ME

AREA & CAPACITY OF MISSION GORGE RES'R SITE NO. 2

Contour	Gage Ht.	Area Flooded Acres	Capacity	
			Acre Ft.	Million Gallons
340	96	2000.0	32,684.9	10,650.42
345	101	2420.0	44,500.0	14,500.37
350	106	2771.5	56,542.4	18,424.42
355	111	3050.0	71,500.0	23,298.35
360	116	3320.0	87,000.0	28,349.07
365	121	3720.0	105,000.0	34,214.36
370	126	4110.0	124,300.0	40,503.33
375	131	4540.0	146,000.0	47,574.25
380	136	4960.0	169,800.0	55,329.57
385	141	5340.0	196,000.0	63,866.80
390	146	5750.0	223,350.0	72,778.90
395	151	6160.0	253,000.0	82,440.30
400	156	6580.0	285,000.0	92,867.66

AREA & CAPACITY OF MISSION GORGE RES'R SITE NO. 3

Contour	Gage Ht.	Area Flooded Acres	Capacity	
			Acre Ft.	Million Gallons
330	230	1424.0	44,225.0	14,410.78
335	235	1720.0	54,000.0	17,596.00
340	240	2080.0	64,000.0	20,854.00
345	245	2430.0	74,500.0	24,276.00
350	250	2880.0	85,000.0	27,697.00
355	255	3380.0	98,000.0	31,933.00
360	260	3720.0	112,000.0	36,495.00

QUESTIONS TO ASK MR. FREEMAN

Have you examined the foundations at Mission Gorge No. 3?

Do you believe that satisfactory bedrock can be secured at reasonable depth to build a concrete dam at site No. 3?

If a dam were ever built at site No. 3 what type would you recommend?

Is it not practicable to build a single arch type of dam at No. 3?

Is not a single arch type of dam generally cheaper in construction than a gravity arch?

I have been informed that the highest dams in the world are single arch in type. Is this true?

Did not the United States Government build the Pathfinder dam and the Arrow-rock dam, both single arch type of dams, and are they not around 300 ft. in height?

If No. 3 were built, would you not have nearly two miles less pipe line to build as compare to No. 2 and would not the saving be at least $200,000?

Besides saving the cost of pipe line would you not be saving two miles of rights of way that would have to be acquired?

You are aware, are you not, that Fletcher has filed on the waters of the San Diego River and has acquired water rights from the State of California at No. 3?

If the city does not eventually win its Pueblo suit as to ownership of the waters of the river, then Fletcher will be in a strong position with his Mission Gorge damsite No. 3 below No. 2, and his water rights from the State of California, will he not?

If the city should eventually lose its suit, the city would then have to buy up all the riparian rights on the river to the ocean, would we not, therefore the lower we get on the river the less riparian rights we would have to buy if we lost the suit, would we not?

Are you aware that No. 3 has 12 additional square miles of watershed more than No. 2? Which in flood years would mean quite a catchment, would it not?

Could you not build a single arch dam at Mission Gorge

No. 3, holding the same amount as No. 2 and at the same cost or less than a gravity arch type at No. 2?

To what contour, in your opinion, should No. 2 eventually be built?

Would that not mean the flooding of the town of Santee? The Cement highway? The San Diego & Arizona Railroad? And several hundred acres of orchard and vineyard and several thousand acres of our best valley land, nearly to Lakeside?

Is this not valuable land that would be very beneficial to the county for taxable purposes?

Did you not say sometime ago that these lands in No. 2 were a "cow pasture"?

Is it not true that as compared to No. 3, No. 2 has from 20 to 40 percent additional surface area that would mean a much larger percentage of evaporation as compared to No. 3?

You have recommended the purchase of the Hodges water system, Pamo and Sutherland by the city, have you not? I have been informed that the price is around $3,500,000. Is that correct?

You know that Lake Hodges is a multiple arch dam, and yet you are recommending its purchase?

Are you aware that the Hodges water system is already contracted to furnish over 14,000 acres of land with water. besides 3 million gallons a day to the city? If we bought the Hodges system we could not cancel those contracts to furnish the 14,000 acres with water, could we?

Then all the city would be buying is what is left after those 14,000 acres are supplied, is that not true?

Is it not true that the Hodges system in its present condition can hardly furnish any additional water than that which it has already contracted, or at least any large amount?

In order to get any large amount of water, if we purchased the Hodges system, the city would have to at once build more dams, would it not, at great expense?

The city would also have to condemn a lot of riparian rights which the Hodges Water system has not acquired before they could build Pamo or Sutherland dams. I am referring particularly to the San Pasqual Valley and below Pamo. Is this not true? So, in addition to the $3,500,000, or thereabouts, we would have to put in a lot of additional money immediately to get any large amount of water out of Hodges, would we not?

Regarding the Cuyamaca System, they are furnishing from 25,000 to 30,000 people with water at the present time, I believe. The country is now built up along the lines of the rights of way of the Cuyamaca System, and would you not have to re-build the present mains on about the same location where the improvements now exist?

And, in order to get gravity water, you would have to divert from the San Diego River at about the same diversion point, would you not, to furnish the high levels of El Cajon Valley and La Mesa. The San Diego River is their only source of supply is it not?

La Mesa, Lemon Grove and El Cajon are right at our back door and do you not think it will undoubtedly be a part of the city some time? Yet you condemn our buying the Cuyamaca System, do you not?

Knowing that they are bound to have water, that the Cuyamaca System is their only source of supply, and that the La Mesa district now has an option to buy the Cuyamaca System, do you not think it advisable and equitable that a fair compromise be made with the district immediately so we can commence water development on the San Diego River?

BRIEF SUMMARY OF THE FREEMAN REPORT.

Recommendations and Conclusions:

(a) That the City immediately secure title to Dam Site No. 2 at head of Mission Gorge (or some other dam site within the gorge) and build immediately a dam to contour 365.

(b) That the City later increase the height of this dam to contour 390, giving a net safe yield of 12.2 Million Gallons per day.

(c) That the City build, some years hence, the San Vicente Reservoir.

(d) That Mission Gorge Dam Site No. 3 be acquired for use some 20 years hence.

(e) That El Capitan be constructed some 20 years hence when water has become so extremely scarce that a much larger expenditure than proper today can be justified for saving 3 or 4 million gallons daily lost in evaporation from the broad area of Mission No. 2 Reservoir. The value of the water thus saved combined with a sum obtained by compounding the principal and interest saved now in building Mission No. 2 instead of El Capitan would then justify this costly dam.

(f) With a carefully planned development of reservoirs and ground water for safeguarding the supply in a severe and prolonged drought, such as may come only one in 20 or 50 years, there can be a safe surplus to be used for agriculture at all other times and the farmers interests encouraged and safeguarded.

(g) Mission Gorge Dam Site No. 2 has more than double the drainage area of El Capitan and by reason thereof, in spite of evaporation losses, the yield to the City would be 5% greater.

(h) Beyond the shadow of a doubt the conclusion in favor of Mission Gorge Dam Site No. 2 for the first Reservoir to be built on the San Diego River is sound.

(i) The cost of dam only, at El Capitan is $6,529,000 giving a safe yield of 11.6 Million Gallons daily.

The cost of dam only, at Mission No. 2 is $1,459,000 giving a safe yield of 12.2 Million Gallons daily.

(j) The cost of water under full development at Mission No. 2 is 7.67¢ per 1000 gallons; at Mission No. 3 is 11.76¢ per 1,000 gallons; at El Capitan is 16.05¢ per 1,000 gallons.

(k) The yield of Mission No. 2 in drought periods could be supplemented by pumping vast quantities of water from the gravel beds which would otherwise be flooded when the dam was full.

(l) A reserve supply of 25,000 acre feet could be efficiently secured by the erection of a small dam at Mission No. 3

EL CAPITAN

Following the decisive victory of the election of September 10th, the Council instructed City Manager Rhodes, who is also City Engineer, to make a report outlining a plan for water development that would be logical and agreeable to all. In other words, the Council ordered their own engineer, who holds his office at their pleasure, to make an official report recommending the construction of El Capitan dam. He did so on Oct. 2, in a way highly pleasing to the Council, who immediately voted to call an election on Nov. 18th to vote $4,500,000 in bonds with which to start the construction of the dam.

Although the City's interests in El Capitan date back to Feb. 12, 1912, when W. B. Hamilton filed an application with the Dept. of the Interior for permission to flood government lands and although this right was granted the City Feb. 28, 1919, on the grounds that the City needed the water at El Capitan and not on its merits as a damsite, the Rhodes report in 1924 was the first report by any engineer recommending the development of El Capitan. In other words, it has taken twelve years of constant agitation, at an expense of over $100,000, for the Council to obtain a report recommending the construction of El Capitan. But even if the bond election of Nov. 18 should carry, the City Attorney says that at the least calculation it will take three years to settle the present lawsuit between the Cuyamaca Water Company and the City of San Diego, preventing all work at El Capitan. But in spite of all this, and in spite of the adverse report in Aug. 1924, by

the citizens' water committee of fifty leading men, and in spite of the adverse reports of Mr. Savage and Mr. Freeman, two hydraulic engineers generally considered among the best in the country, the Council is proceeding to follow out the Rhodes report.

The recommendations in this report are as follows:

"First: That your honorable body immediately call an election for a bond issue of $4,500,000 for the acquisition of lands and the construction of a gravity arch type dam to the 150-foot elevation above stream bed at El Capitan dam site No. 2, and the construction of a pipeline from said El Capitan dam to the University Heights reservoir.

"Second: That the city of San Diego acquire all the interests of the Cuyamaca Water Company upon the San Diego river.

"Third: That the city of San Diego continue its suits for the acquisition of the Sutherland dam site and reservoir site for the purpose of diverting the water supply from the Sutherland watershed into the San Vicente reservoir."

The second recommendation would remove the lawsuit over El Capitan, and is good advice for other reasons. But this matter will have to be settled between the District and the City along the lines of the tentative compromise already agreed on as on November 7th next the District will unquestionably vote to buy the Cuyamaca System.

The third recommendation would give the City the water from Sutherland which is also a good plan.

While the first recommendation provides for the building of El Capitan. His argument for the building of El Capitan appears in the following paragraph:

"EL CAPITAN.
- A dam at El Capitan built 200 feet above stream bed, with net safe yield of 11 million gallons per day would cost about $9,000,000. Mr. Savage's estimate of the cost of water is 16.05 cents per thousand gal-

lons. The construction of El Capitan as a separate unit would be the most expensive development upon the river. Development of a dam at El Capitan in conjunction with a 215-foot dam at San Vicente would give a larger safe net yield than the combination of any two dams that could be built. The safe net yield of El Capitan is 11 million gallons per day and of San Vicente 3.5 million. The available storage at San Vicente would be considerably greater than would be required for its drainage area, and the reservoir at El Capitan would not have storage capacity enough to conserve the waters of its watershed.

By connecting the two reservoirs with a five-foot pipeline it is possible to increase the safe net yield of the separate drainage areas from 14.5 to 20 million gallons per day by diverting the water from El Capitan during the summer months to San Vicente and having available storage at El Capitan to catch all flood runoff."

After stating "The construction of El Capitan as a Separate unit would be the most expensive development upon the river", he suggests an ingenious scheme, not of reducing the cost of the dam, but of increasing its reservoir yield. The Council's scheme originally was for the Eastwood multiple arch dam, which contains less concrete than other type of dam, and later they shifted to the Jorgenson constant angle single arch dam. And now they finally approve the most expensive type of dam it is possible to build - the solid concrete gravity dam. So that now the question arises, is the Rhodes scheme feasible of increasing the El Capitan yield by hooking the reservoir up to one at San Vicente with a five foot pipe line? A 5 foot pipeline would be of very little use in putting El Capitan water into San Vicente for storage during a flood period like 1883-84. To illustrate: In 1921 the upper ten feet of Lake Hodges Dam before it spilled, filled up in ten hours, and the capacity of this pipeline is only 10,000 acre feet a month. In other words, it is impossible to take any

material advantage of any possible storage in San Vicente from El Capitan as the spill would be practically the same, in any event during a flood period, and there is every reason to believe that San Vicente would probably be full or nearly so as quick as El Capitan during a flood period.

A detailed study based on the data contained in the Savage report shows that the joint operation of a 119,000 ac. ft. reservoir at San Vicente and a 122,000 ac. ft. reservoir at El Capitan by a five foot connecting pipe conserving a reasonable portion of the spills at El Capitan, would give a safe yield of 18.3 million gallons daily. The total spill shown in the Savage report at El Capitan is 274,000 ac. ft., and it was estimated 181,000 ac. ft. of this would have wasted. It was assumed the capacity of the pipe line was 125 sec. ft., or 7500 ac. ft. per month. A yield of 18 m.g.d. for the two reservoirs was also obtained by operating El Capitan independently and assuming the dam to be high enough to prevent all spills.

But this yield of 18.3 m.g.d. is with no allowance whatever for water for the riparian lands in the forty miles of river bottom lands between these dams and the ocean. There are over 5000 acres of these privately owned lands under cultivation at the present time, with two hundred or more pumping plants. This means a net irrigation requirement of from 5,000 to 10,000 ac. ft. annually or from 4.5 to 9 million gallons daily, with allowances made for return water to the ground storage. The Cuyamaca Water Co. as owners of riparian rights acquired when

they built Cuyamaca Dam, have pumped thousands of acre feet during dry periods into their flume. With the stream flow of the river bottled up water tight by two big dams, these river bottom lands will be left as high and dry as though on top of Otay Mesa. The natural normal depth to the water plane under these lands is from 8 to 15 ft., but with all replenishment cut off from outside drainage areas, this water plane certainly will drop to 15, 20 and 30 ft. below the surface, which would mean that many of the outlying and upper sections would be entirely dry. A hydrograph of the San Diego River water plane covering a period of 13 yrs. shows what happens during one of our dry spells, when the flow of the river is reduced to a minimum for several successive years - there is a continuous descent year after year from the peak of the wet season to a point 10 or 15 ft. lower. The San Vicente and El Capitan dams, with no spills and no releases, bottling up the river at those points like a jug, would produce a continuous and perpetual drought in these river bottom lands, in other words, ruining their value as among the best farm lands in the county.

These land owners cannot be expected to sit idly by while being deprived forever of their present cheap water supply. The Coronado Water Co. has been trying for several years to pump 5 m.g.d. from the Tijuana River bottom, but is blocked by court injunction by the riparian owners, although they possess official permission to do so from the State Water Commission. Likewise, permission from the Federal government to build El Capitan does not settle the water rights on the San Diego River. The San Diego County Water Co. years ago at a large expense bought up all

the riparian rights on the San Luis Rey River from the dam to the ocean. Before Hodges and Henshaw Dams were built it was necessary to buy the water rights of the riparian owners below. Although the City of Los Angeles, after a long fight, won its suit against the San Bernando ranchers, they are now actually furnishing water to this land, for the good of the whole community.

In the light of these indisputable facts, it is absurd to attempt to turn the entire flow of the San Diego River at the San Vicente and El Capitan damsites into a net safe yield estimate. No other engineer ever has attempted to do so. Mr. Freeman dwells on this matter at length, and advises that the riparian owners be supplied with water by direct pipe line from El Capitan. He estimates the El Monte lands alone will require releases of 2 to 4 m.g.d. Reclamation engineer, John S. Longwell, in his detailed report of Feb., 1920, estimated that a release of at least 1.6 m.g.d. would be required for these lands. In addition to these requirements will be those for all the district between Lakeside and Foster and Lakeside and the ocean. A conservative estimate of the total releases from El Capitan and San Vicente to satisfy the riparian owners below would be 4 million gallons daily.

The yield of these two reservoirs, therefore, would be reduced from 18.3 m.g.d. to 14.3 m.g.d. or 28⅔% less, with a corresponding increase in the cost per thousand gallons of yield. Which means that the building of these two dams not only would stir up a hornet's nest of lawsuits but would develop water at twice the unit expense of the lower Mission Gorge site No. 3 or No. 2. The City could start a dam there now and be drawing water from it

within a year and a half, thus reducing the expense by getting early returns on the money invested. With all the legal and construction difficulties with which El Capitan is hampered, it would be many years before the dam would pay any returns - thus running the cost of the water up enormously. A 230 or 250 ft. dam first at Gorge No. 3 site or the building of No. 2 to the 360 foot contour, and the other dams later would be the safe and wise development of the river.

EL CAPITAN

Records in the City Hall show that Mr. Savage prospected for bedrock at El Capitan for two and one-half years. On Jan. 24, 1922, while this work was continuing night and day, the San Diego County Water Co. made an offer to the Council of ten million gallons of water daily from the Henshaw and Hodges systems at 11¢ per 1000 gallons. Being forewarned of this offer, Mr. Savage hurried to the Council on Jan. 14th with his San Diego River report, for which they had been impatiently waiting ever since 1919. In this report he recommended the development of Mission Groge Res'r No. 2, the water from which his estimate showed would cost but 7.67¢ per 1000 gallons, while his estimate for El Capitan showed a cost of 16.05¢ per 1000 gallons. El Capitan, his report read, was prominently expensive. Mar. 30th, following, all investigation work at El Capitan was discontinued, and the attention of his office was centered on Mission Gorge.

When the present City Council refused to consider the offer of the Henshaw-Hodges water, the City became the victim of one of the greatest mistakes in its history, and simply because the council considered the Henshaw offer another attempt to block their El Capitan plans. While the Mayor and Mr. Savage were fighting for Mission Gorge No. 2, and the Council for El Capitan, practically the entire output of the two watersheds representing one-half of the available water in the county was rejected as not needed and not wanted, and was thus forever lost to the City, as it has been sold since to irrigation districts in the northern part of the county. But the fight between an

El Capitan Council and a Mission Gorge Mayor and Engineer continued with much bitter feeling until the Council had Mr. Savage removed from office in June, 1923.

The Council next, at an enormous expense, employed Engineer Freeman, but he also proved to be a great disappointment. His report of May 16, 1924, with the exception of the San Vicente Reservoir, arrived at exactly the same recommendations as contained in the Savage report of Jan. 14, 1922, in spite of persistent and strenuous hammering by the Council in favor of El Capitan. Through the influence of the Mayor, the Freeman-Savage recommendation was put to a vote of the people on Sept. 10, and defeated nine to five.

Following ~~this~~ the decisive victory of the election of Sept. 10, the Council instructed City Manager Rhodes, who is also City Engineer, to make a report outlining a plan for water development that would be logical and agreeable to all. In other words, the Council ordered their own engineer, who holds his office at their pleasure, to make an official report recommending the construction of El Capitan dam. He did so on Oct. 2, in a way highly pleasing to the Council, who immediately voted to call an election on Nov. 18th to vote $4,500,000 in bonds with which to start the construction of the dam.

Although the City's interests in El Capitan date back to Feb. 12, 1912, when W. B. Hamilton filed an application with the Dept. of the Interior for permission to flood government lands and although this right was granted the City Feb. 28, 1919, on the grounds that the City needed the water at El Capitan and not on its merits as a damsite, the Rhodes report in 1924 was the first report by any engineer recommending the development of

El Capitan. In other words, it has taken twelve years of constant agitation, at an expense of over $100,000, for the Council to obtain a report recommending the construction of El Capitan. But even if the bond election of Nov. 18 should carry, the City Attorney says that at the least calculation it will take three years to settle the present lawsuit between the Cuyamaca Water Company ~~has brought~~ ~~against~~ and the City of S.D. preventing all work at El Capitan. But in spite of all this, and in spite of the adverse report in Aug. 1924, by the citizens' water committee of fifty leading men, and in spite of the adverse reports of Mr. Savage and Mr. Freeman, two hydraulic engineers generally considered among the best in the country, the Council is proceeding to follow out the Rhodes report.

The recommendations in this report are as follows:

"First: That your honorable body immediately call an election for a bond issue of $4,500,000 for the acquisition of lands and the construction of a gravity arch type dam to the 150-foot elevation above stream bed at El Capitan dam site No. 2, and the construction of a pipeline from said El Capitan dam to the University Heights reservoir.

"Second: That the city of San Diego acquire all the interests of the Cuyamaca Water Company upon the San Diego river.

"Third: That the city of San Diego continue its suits for the acquisition of the Sutherland dam site and reservoir site for the purpose of diverting the water supply from the Sutherland watershed into the San Vicente reservoir."

The second recommendation would remove the lawsuit over El Capitan, and is good advice for other reasons.

The third recommendation would give the City the water from Sutherland which is also a good plan.

While the first recommendation provides for the building of El Capitan. His argument for the building of El Capitan

appears in the following paragraph:

"EL CAPITAN.

A dam at El Capitan built 200 feet above stream bed, with net safe yield of 11 million gallons per day would cost about $9,000,000. Mr. Savage's estimate of the cost of water is 16.05 cents per thousand gallons. The construction of El Capitan as a separate unit would be the most expensive development upon the river. Development of a dam at El Capitan in conjunction with a 215-foot dam at San Vicente would give a larger safe net yield than the combination of any two dams that could be built. The safe net yield of El Capitan is 11 million gallons per day and of San Vicente 3.5 million. The available storage at San Vicente would be considerably greater than would be required for its drainage area, and the reservoir at El Capitan would not have storage capacity enough to conserve the waters of its watershed.

By connecting the two reservoirs with a five-foot pipeline it is possible to increase the safe net yield of the separate drainage areas from 14.5 to 20 million gallons per day by diverting the water from El Capitan during the summer months to San Vicente and having available storage at El Capitan to catch all flood runoff. The total cost of this development, with a pipeline to the City from El Capitan, a 200-foot gravity arch type dam at El Capitan, and a 215-foot gravity arch type dam at San Vicente would be approximately $12,500,000. The cost of water to the city would be about 11 cents per thousand gallons for final development. I might add right here, that water from our present system is costing 19½ cents. This last combination of reservoirs will give the most water from the river and will support an additional population of 200,000. It would conserve the water in the reservoirs at the greatest depth and give least losses by evaporation."

After stating "The construction of El Capitan as a Separate unit would be the most expensive development upon the river", he suggests an ingenious scheme, not of reducing the cost of the dam, but of increasing its reservoir yield. The Council's scheme originally was for the Eastwood multiple arch dam, which contains less concrete than other type of dam, and later they shifted to the Jorgenson constant angle single arch dam. And now they finally approve the most expensive type of dam it is possible

to build - the solid concrete gravity dam. So that now the question arises, is the Rhodes scheme feasible of increasing the El Capitan yield by hooking the reservoir up to one at San Vicente with a five foot pipe line?

A detailed study based on the data contained in the Savage report shows that the joint operation of a 119,000 ac. ft. reservoir at San Vicente and a 122,000 ac. ft. reservoir at El Capitan by a five foot connecting pipe conserving a reasonable portion of the spills at El Capitan, would give a safe yield of 18.3 million gallons daily. The total spill shown in the Savage report at El Capitan is 274,000 ac. ft., and it was estimated 181,000 ac. ft. of this would have wasted. It was assumed the capacity of the pipe line was 125 sec. ft., or 7500 ac. ft. per month. A yield of 18 m.g.d. for the two reservoirs was also obtained by operating El Capitan independently and assuming the dam to be high enough to prevent all spills.

But this yield of 18.3 m.g.d. is with no allowance whatever for water for the riparian lands in the forty miles of river bottom lands between these dams and the ocean. There are over 5000 acres of these privately owned lands under cultivation at the present time, with two hundred or more pumping plants. This means a net irrigation requirement of from 5,000 to 10,000 ac. ft. annually or from 4.5 to 9 million gallons daily, with allowances made for return water to the ground storage. The Cuyamaca Water Co. as owners of riparian rights acquired when they built Cuyamaca Dam, have pumped thousands of acre feet during dry periods into their flume. With the stream flow of the river

bottled up water tight by two big dams, these river bottom lands will be left as high and dry as though on top of Otay Mesa. The natural normal depth to the water plane under these lands is from 8 to 15 ft., but with all replenishment cut off from outside drainage areas, this water plane certainly will drop to 15, 20 and 30 ft. below the surface, which would mean that many of the outlying and upper sections would be entirely dry. A hydrograph of the San Diego River water plane covering a period of 13 yrs. shows what happens during one of our dry spells, when the flow of the river is reduced to a minimum for several successive years - there is a continuous descent year after year from the peak of the wet season to a point 10 or 15 ft. lower. The San Vicente and El Capitan dams, with no spills and no releases, bottling up the river at those points like a jug, would produce a continuous and perpetual drought in these river bottom lands, in other words, ruining their value as among the best farm lands in the county.

These land owners cannot be expected to sit idly by while being deprived forever of their present cheap water supply. The Coronado Water Co. has been trying for several years to pump 5 m.g.d. from the Tijuana River bottom, but is blocked by court injunction by the riparian owners, although they possess official permission to do so from the State Water Commission. Likewise, permission from the Federal government to build El Capitan does not settle the water rights on the San Diego River. The San Diego County Water Co. years ago at a large expense bought up all the riparian rights on the San Luis Rey River from the dam to the ocean. Before Hodges Dam was built it was necessary to guarantee the water rights of the riparian owners below. Although the City

of Los Angeles, after a long fight, won its suit against the San Fernando ranchers, they are now actually furnishing water to this land, for the good of the whole community.

In the light of these indisputable facts, it is absurd to attempt to turn the entire flow of the San Diego River at the San Vicente and El Capitan damsites into a net safe yield estimate. No other engineer ever has attempted to do so. Mr. Freeman dwells on this matter at length, and advises that the riparian owners be supplied with water by direct pipe line from El Capitan. He estimates the El Monte lands alone will require releases of 2 to 4 m.g.d. Reclamation engineer, John S. Longwell, in his detailed report of Feb., 1920, estimated that a release of at least 1.6 m.g.d. would be required for these lands. In addition to these requirements will be those for all the district between Lakeside and Foster and Lakeside and the ocean. A conservative estimate of the total releases from El Capitan and San Vicente to satisfy the riparian owners below would be 4 million gallons daily.

The yield of these two reservoirs, therefore, would be reduced from 18.3 m.g.d. to 14.3 m.g.d. or 28½% less, with a corresponding increase in the cost per thousand gallons of yield. Which means that the building of these two dams not only would stir up a hornet's nest of lawsuits but would develop water at twice the unit expense of the lower Mission Gorge site No. 3.

NO 2

This gorge is the only deep water storage gorge in the county - an enormous chasm cut out of the Poway Mesa, and all mean depth and yield curves below a capacity of 44,000 ac. ft. show it to be far superior to anything else in the county. And another great advantage is a freedom from lawsuits. With a wet season this

~~coming year~~, the City could start a dam there now and be drawing water from it within a year and a half, thus reducing the expense by getting early returns on the money invested. With all the legal and construction difficulties with which El Capitan is hampered, it would be many years before the dam would pay any returns - thus running the cost of the water up enormously. A 230 or 250 ft. dam first at Gorge No. 3 site and the other dams later would be the safe and wise development of the river.

EDITOR

In a recent issue of your paper Melville Klauber made the following statement; "The reservoir provided by the bond issue to be voted September 10th does not come within a mile of Lakeside." This is true, but Mr. Klauber is concealing from the public all the facts.

By building the first unit of No. 2, a small dam 122 feet high, you flood completely the town of Santee and within a mile of Lakeside. This small dam only has a net safe yield of about 5 million gallons a day - but the deadly work is done with this first unit of development, for the town of Santee is wiped out and the water floods the entire valley to within a mile of Lakeside. However, this is only an entering wedge, for Mr. Klauber knows that it is the intention to raise that dam according to Freeman's and Savage's reports, to the 400 ft. contour, which will flood for a half mile east of Lakeside, and inundate part of the town of Lakeside; wipe out 3 miles of state highway; 3 or 4 miles of the S. D. & A. Railroad, as well as flood El Cajon Valley to within approximately a half mile of the City of El Cajon.

Mr. Klauber says that three appraisers acting for the city valued the reservoir lands at $846,000. Those appraisers were appointed by the city of San Diego. He does not mention the appraisal made by a committee of property owners from this community, which valuation is in excess of $3,000,000, the same property that the city appraised at only $846,000.

We are thoroly convinced that Mr. Klauber's "evaporation pan" will be no more when the votes are counted on the 11th of next September. This decides on whether Mission Gorge No. 2 shall be built or not.

Lakeside and El Cajon Valley Ranchers

Wallace Mansur
Elmer C. Mitchell
H. Otto Marcks
F. M. Kimmell
Frances M. Burtch
S. Sproul
Ray Gavin
Ed French
Samuel Domnitz
G. W. Bickell
Mrs. Beatrice Price
William MacDonough
G. W. Conrad
R. B. Kanady
H. K. Scidmore
R. M. Moore
L. E. Jones
Mrs. H. K. Scidmore
G. A. Taylor
B. F. Puckett
M. B. Hassig
B. R. Brown
R. A. Whitaker
T. A. Dent
C. M. Downey

Thomas F. Helm
Geo. W. Gibson
Frank Johns
Mrs. Minerva T. Baker
Mrs. Ira M. Philbrook
H. A. McGall
Arch. B. MacGilliray
G. G. Nelson
Chas. McKenney
J. A. Anderson
Eugene Ames
Clayton R. Girce
Alfred C. Flor
John B. Rumsey
J. E. Dawkins
R. M. Kalstrom
L. H. Smith
N. H. Burtch
M. N. Bowman
H. S. Kibbey
Ed M. Walker

500

INTERVIEW OF F. M. WHITE and CHARLES T. CHANDLER

Former Members City Water Commission.

- - - - - -

After nearly two years' careful study of the proposed water development on the San Diego River, and having at our command thoroly competent engineering talent, it was our opinion that Mission Dam No. 3 should be built by the city -- not No. 2 as recommended by Mr. Freeman, for the following reasons:

No. 2 to the 360 ft. contour, as per compromise plan, floods 3320 acres.	No. 3 to the 330 ft. contour floods 1424 acres.
Net safe yield No. 2 -- 5,000,000 gallons daily	Net safe yield No. 3 --- 7,109,000 gallons daily
Bottom land flooded by building at No. 2 -- 2500 acres.	Bottom land flooded by building at No. 3 --- 604 acres.
Estimated cost of lands flooded by dam built at No. 2 -- $1,800,000.00.	Estimated cost of lands flooded by dam built at site No. 3 $550,000.00.
Towns destroyed if dam is built at site No. 2? Santee	Towns destroyed if dam is built at Site No. 3? NONE

Freeman's estimate of the cost of a gravity arch dam at site No. 2 to the 365 ft. contour is $1,001,000, while his estimate of the cost of a dam at site No. 3 is $4,708,000. This estimate of cost for a gravity arch dam at No. 3 is the "nigger in the woodpile". Freeman reports site No. 3 as the best damsite on the river, calls site No. 2 a "cow pasture", yet, because he is wedded to the idea of a gravity arch type of dam, recommends site No. 2.

Definite bids have been made for a multiple arch or radial cone type of dam at site No. 3, to the 330 ft. contour, to cost $600,000, similar to Lake Hodges and Murray dams. A single arch type of dam, such as is built by the U. S. Government, can be built in Mission Gorge No. 3, to the 330 foor contour, at a cost of $1,270,000. The highest dam in the world, built by the U. S. Government, is the Shoshone dam, a single arch structure height 305 feet, cost $515,730.00.

The Mission Gorge No. 3 dam would only be 230 feet in height and would have as great, or greater factors of safety than any gravity arch type that might be built. We see no reason for ~~spending~~ building ~~$4,708,000 for~~ a gravity arch type of dam in Mission Gorge No. 3 when a single arch type will serve the same purpose at a much less cost.

Mission Gorge site No. 3 is the first place to build on the San Diego River; has been approved by M. M. O'Shaughnessy, Francis L. Sellew, U. S. Reclamation service Engineer; State Engineer W. F. McClure; city hydraulic engineer, F. M. Faude; John S. Eastwood; L. Jorgenson; former San Diego City engineer, W. C. Earle and T. H. King, chief engineer for the San Dieguito, La Mesa and Lakeside Irrigation Districts.

The City Water Commission recommended the purchase of the Cuyamaca System, the condemnation or purchase of Sutherland and the building of Mission Gorge No. 3. The day after our report was filed we were fired for making that recommendation. HOWEVER, WE STILL BELIEVE THAT OUR COMMENDATION WAS BEST FOR THE CITY'S INTEREST. We believe that a mistake was made that the city did not follow out our recommendations at that time.

We would further add that with the acquisition of the Cuyamaca System, the building of Fletcher, Mission Gorge No. 3 dams, if it could be shows that the water was not all conserved, at a later date possibly El Capitan dam should be built.

By building at site No. 3 an evaporation loss of 2,000,000 gallons of water a day is saved as compared to evaporation at No. 2.

By building at Mission Gorge No. 3 the city can save easily $1,500,000 and get 2,000,000 gallons a day ADDITIONAL WATER SUPPLY over No. 2.

WE URGE THAT THE CITIZENS OF SAN DIEGO VOTE "NO" NEXT WEDNESDAY.

We the undersigned citizens of Lakeside and vicinity feel that the attention of the citizens of San Diego should again be called to the economical crime that would be committed by building a dam at Site No. 2.

Six of the State of California's most prominent engineers, including the State Engineer of California, M. M. O'Shaughnessy, and others, are on record in favor of Site No. 3 as the logical place for the first development of water on the San Diego River.

Two million gallons of water daily will be saved in evaporation losses alone by building at Site No. 3. The difference in elevation will be not to exceed twenty feet above sea level when both dams are full. Several thousand acres of the best taxable land in San Diego County will be saved for taxable purposes, and the water can be developed at No. 3 at a much less cost and endless litigation eliminated.

We much prefer El Capitan built in preference to No. 2, altho we believe the cost of any water developed at El Capitan will be materially greater per thousand gallons, while No. 3 has over 200 additional square miles of watershed as compared to No. 2.

We invite the people of San Diego to come to Lakeside before election day, September 10th, and inspect the signs that have been placed on the county highway which will indicate the lands that will be flooded including the wiping out of the town of Santee and a part of the town of Lakeside.

For your own interests, and for ours, Mr. Citizen of San Diego, we urge that you vote NO on September 10th next.

Jehiel Saint
Thomas Means
Julia An Samuel
[illegible]
[illegible]
[illegible]
[illegible]

N. P. L. [illegible]
[illegible]
[illegible]

UCSD Library
Mandeville Department of Special Collections

RECORD OF MATERIALS REMOVED FROM THIS FILE

The materials described below have been removed from this file and placed in a different file in this collection.

Collection # MSS 81

Box

Folder

Description of materials: ACCOMPANYING LETTER to Fletcher from A.V. MAYRHOFER (Aug 26, 1924)

Removed to: CORRES: MSS 81, Box 17, Fld 21

Processor: Date of Removal:

Comparative Reservoir Storage, Area Flooded and Mean Depth.

	Gage Ht.	Contour Elevation	Storage Capacity	Area Flooded	Mean Depth
	ft.	ft.	Ac. Ft.	Acres	ft.
Cuyamaca	35	---	11,600	978	11.9
Gorge No. 2	115	365	105,000	3720	28.2
Gorge No. 3	252	352	90,000	3060	29.4
Henshaw	100	2720	164,000	5210	31.5
El Capitan	168	721	90,000	1840	48.9
Same Reservoirs Half Filled					
Cuyamaca	28	---	5,800	709	8.2
Gorge No. 2	98	348	52,000	2660	19.5
Henshaw	80	2700	82,000	2973	27.6
Gorge No. 3	230	330	45,000	1440	31.3
El Capitan	130	683	45,000	900	50.0

(Note the increased mean depth in Gorge No. 3)

Complete development Mission Gorge Dam No. 2 will flood highway at this point. Plan of development floods 6400 acres.

This is Mission Gorge Site No. 3 (Paint on both sides)

This is Mission Gorge Site No. 2 (Paint on both sides)

Paste on both sides of Lakeside bridge.

Complete development Mission Gorge Dam No. 2 will flood part of Lakeside and nearly one-half mile East of here. Plan of development floods 6400 acres.

Complete Development Mission Gorge Dam No. 2 floods

2x3 ft. 3½ miles County Highway and this point; also 4½ miles

S. D. & A. Railroad. Floods this valley land.

(The above to be painted on both sides
Make 10.)

This is Mission Gorge Damsite No. 3

2x3 ft.

LOOK AT IT! Capacity 28 billion gallons
Acres flooded 2000.

(1 sign painted on both sides - big letters)

THIS IS MISSION GORGE DAMSITE NO. 2. LOOK AT IT!

2x3 ft. Capacity 28 billion gallons. Acres flooded 3320.

(1 sign painted on both sides - big letters)

Complete Development Mission Gorge Dam no. 2 will

Flood Part of Lakeside and Nearly 1/2 Mile East of Here.

3x18 ft. Plan of Development Floods 6500 acres, 3½ Miles of Paved

Highway, 4½ Miles of S. D. & A. Railroad.

(1 sign painted on both sides to be put on Lakeside Bridge)

12 small signs 2x3 ft.
1 Banner 3x18 ft.

2 x 3 ft.

Complete Development Mission Gorge Dam No. 2 Floods 3½ miles County Highway and this point; also 4½ miles S. D. & A Railroad. ~~Floods 6400 acres.~~ ~~Vote NO September 11th.~~ Floods this Valley land.

(The above to be painted on both sides.)
(Make 10 of them)

1 sign painted on both sides - Big letters

2 x 3

This is Mission Gorge Damsite No. 3.
Look at it. Capacity 28 billion gal. Acres Flooded 2000

1 sign painted on both sides - Big letters

2 x 3

This is Mission Gorge Damsite No. 2.
Look at it. ~~and see 6400 acres of land above that will be flooded.~~ Capacity 28 billion gal Acres Flooded 3300

1 sign painted on both sides to be put on Lakeside bridge

3 x 18 ft.

Complete development Mission Gorge Dam No. 2 will flood part of Lakeside and nearly 1/2 mile east of here. Plan of development floods 6500 acres, 3½ miles of paved highway, 4½ miles of S. D. & A. Railroad. ~~Vote NO September 11th.~~

12 small signs to be 2 x 3 ft.

Banner 3 x 18

SULLIVAN: What I have heard today brings me right back to the dollars and cents standpoint in my personal business. I know if the City of San Diego continues to grow, and it will grow as water is furnished, I will sell lumber to the people of San Diego and I won't sell lumber to any community outside the City of San Diego. We are not wishing any ill luck to our back Country, but we want our own rights. If we are going to be a City in San Diego, we are certainly entitled to all the water we can get from the stream that runs through our city. I say that as a business man of San Diego. It seems to me its a question of how much we are going to permit the back Country to take away from us and how much we shall permit them to throttle our growth. If we let them build Fletcher Dam and Southfork dam and increase the pumping plant at El Monte, it will take every drop of water coming down to Mission Gorge N. 2. Seems to me to go ahead and build a dam on the lower levels and not settle definitely at this time our rights above is a mistake, and I don't know any other way to do it, but vote and do it. It is a question in my mind as to whether we are going to build up the back Country to raise products to ship outside the County, or wjether we are going to look to the merchants of San Diego and give them water to increase their various businesses and grow to be a real city. I believe we must get those waters for ourselves, even if it does mean throttling the expansion of the back Country.

It should be of little concern to the business men of San Diego as to the future growth of a place like El Cajon. I would say that if the City of San Diego needs waters from the San Diego River, even if it throttles entirely the further growth of El Cajoh and other points in the back Country, the City should take this water.

STEARNS: You say you don't want to see the development of the back country throttled? The La Mesa District is dependent upon their supply of water from the El Monte Sands and if you build El Capitan dam to bed rock and cut off all the underflow of the San Diego River and render the El Monte sands useless for pumping purposes, how can it help but throttle the development of that section of the Country.

BELCHER: We could supply them with water for irrigation purposes until such time as we needed that water for domestic purposes, and I would advocate their getting in a position where, when it becomes necessary, water could be supplied for domestic purposes.

STERNS: How could you expect a man to put in thousands of dollars to develop that land if he is going to do so with the threat hanging over him all the time that that water is going to be taken away from him.

BELCHER: I think the lesson in the Los Angeles Water supply quickly answers that. If those communities were a part of the City of San Diego their needs could be taken care of.

STEARNS: Why should you force those communities to come into the city and assume their proportion of the city's enormous bonded indebtedness when they can get water without doing so?

BELCHER: I think in taking those waters you are throttling the development of the City.

STEARNS: You say to allow them water for domestic purposes. If you shut off absolutely the El Monte sands you deprive them of a large portion of their domestic as well as irrigation water.

BELCHER: If they come into the city they can get water.

STEARNS: Then your whole argument is that the City of San Diego should force these small communities to come into the city and assume their proportion of the city's indebtedness or else be ruined?

BELCHER: Rather than have those communities limit the growth of the city of San Diego.

HEILBRON: The El Capitan dam site is the key to the San Diego River and when we build that dam there we control every drop of water that flows down to No. 2 and build San Vicente and El Capitan and your dam at No. 2 goes dry.

The City of San Diego proposes to hold this key and they will dictate to the La Mesa Lemon Grove Irrigation District as to any waters the City may decide to let them have. Instead of the district holding this key and dictating to the City.

1st draft

WHEREAS, an emergency exists necessitating the prompt development of an additional water supply on the San Diego River for the City of San Diego and for La Mesa, Lemon Grove and Spring Valley Irrigation District; and

WHEREAS, to await the outcome of pending litigation before commencing development of additional water supply on said San Diego River would be dangerous to the water supply and general interests of both communities;-

The following points are submitted as a basis for an agreement for the immediate development of water on the San Diego River:

1.

La Mesa, Lemon Grove and Spring Valley Irrigation District is to submit to the voters of the District at the earliest possible date and ~~within thirty days after the receipt of the written approval of the State Engineer~~ to the report made by the Engineer of said Dis~~trict,~~ a bond issued for a sufficient sum to purchase the property of the Cuyamaca Water Company under the terms of the option from the Cuyamaca Water Company dated April 5th, 1924.

2.

The District is also to submit at the earliest possible date to the voters in said District a bond issue for a sufficient sum to construct a dam not to exceed One Hundred and fifty (150) feet in height from stream bed, at a site known as the Fletcher Site; plans and specifications for such dam to be approved by a competent engineer If the engineer for the District and the engineer for the city cannot agree upon the plans and specifications, then they shall select a third competent hydraulic engineer, and the decision of the third shall be final as to the plans and specifications for said dam.

3.

The District is to transfer to the City at cost, its option to

purchase Mission Gorge dam site and lands flooded at the same price and terms as the option received by the District dated April 5th, 1924, from the Cuyamaca Water Company.

4.

The District will sell to the City, and the City will buy any additional lands which the District owns or controls which will be flooded by a dam in Mission Gorge, at a price to be agreed upon between the District and the City, and in the event that the said parties are unable to reach an agreement as to such price, then such price will be fixed and determined either by arbitration or by a friendly condemnation suit in the Courts.

5.

If and when the bonds of the Irrigation District for the purpose are affirmatively voted by ~~two-thirds of~~ the voters within the limits of the District, the District will proceed as rapidly as practicable to construct a dam at the Fletcher Site.

Provision for selling surplus water to City — Want reversing

6.

The City, at its option, willcommence construction of a dam in the Mission Gorge site as soon as bonds can be voted for that purpose.

7.

The District will be allowed:

(a) To use the water which is at present developed ~~and~~ ~~put to beneficial use~~ by the Cuyamaca System ~~as now~~ constructed, together with the right to divert in the future any and all water that can be diverted by means of the present diverting dams on the South Fork and North Fork of the San Diego River; also thru the construction of the proposed Fletcher dam, at the Fletcher site so-called, with the right to divert the waters of Boulder Creek above the North Fork diverting dam into the Fletcher reservoir. ~~The capacity of said Fletcher dam not to exceed 5,600,000,000 gal-lons~~; the height of said dam not to exceed 150 feet from stream bed.

O.K. Leave this in as is

Letter attached

And the right to the district to use the water that may be so impounded and diverted as above mentioned for its own uses and purposes in perpetuity.

(b) To use what water the District requires for its needs that may be possible to pump from the El Monte sands.

Provided, however, that the District will first acquire from the Cuyamaca Water Company, Ed Fletcher, et al, all of their right, title and interest to the waters of the San Diego River; and after said interests last above mentioned have been acquired, the district will permit final judgment to be entered transferring to the City of San Diego the waters of the San Diego River upon the following conditions:

That an agreement be entered into between the City of San Diego and the District granting to the District the perpetual right to the use of the waters of the San Diego River as heretofore mentioned in "a" and "b" of this Paragraph 7 for a nominal consideration.

8.

In the event for any reason the judgment as set out in Paragraph Seven is not entered, then this agreement is understood to be made without any prejudice whatever to the rights of the City or the rights of the District, to the waters of the San Diego River as such rights may be finally determined in the Courts.

In that case, pending the final determination in the Courts, the District shall be permitted to use, in addition to all the water produced by the Cuyamaca Water Company's system as at present constructed, the water if and when developed by a dam not over 150 feet in height, constructed by it at the Fletcher Site, and the water as and when required from the El Monte sands; and if, in the pending litigation ~~it~~ is determined that the City has the right to the waters of the San Diego River ~~of diversion at Fletcher Site and/or to the water in El Monte sands~~, then the District shall pay the City for said water the sum of One Thousand Dollars ($1000.00) per year.

The district as a further condition agrees to sell and the City shall have the right to buy, on or before January 1st, 1925, the following:

(a) All the lands controlled by the District necessary for the construction of a dam 160 feet in height at El Capitan. Should the City desire, within 10 years from April 5, 1924, to build a dam to any height in excess of 160 feet but in no case higher than 200 feet, then in that event a deed will be given to the additional land needed for floodage purposes, which said district controls. Also one acre of ground for caretaker's house, including all records and surveys heretofore made.

The purchase price for the entire interests at El Capitan, as above mentioned, being One Hundred Fifty Thousand Dollars ($150,000)

(b) Murray dam, as is, together with the floodage rights or deeded rights to approximately 220 acres of land flooded, including caretaker's house, chlorination plant, also pipe line from Murray dam to the easterly city limits of East San Diego, the purchase price being $400,000.

An agreement to be entered into, mutually satisfactory, giving the District the right to use Murray dam as a means of furnishing a water supply to the Lemon Grove section until a new dam is built by the district in another location to take the place of Murray dam. This privilege to the District to terminate January 1st, 1930.

After the transfer of Murray dam, the City of San Diego is to furnish water to the consumers, at time of transfer, outside the City of San Diego between Murray dam and the East San Diego city limits under some equitable arrangement, unless said land is included in the boundaries of the La Mesa Irrigation District.

The District reserves the right to transfer without expense to the District, thru said Murray dam and pipe line above mentioned, any water needed by the Cuyamaca Water Company to take care of its

consumers in Normal Heights, Kensington Park and East San Diego, all as per the obligation referred to in the option of April 5th, 1924 given by the Cuyamaca Water Company to the District, a copy of which is herewith attached.

It is mutually understood and agreed that in case the El Capitan damsite is purchased by the City then in that case it is purchased subject to the terms and conditions as outlined in that certain option dated April 5, 1924 given to said District by the Cuyamaca Water Company.

11 The District is to transfer any water belonging to the City of San Diego that the City may divert from the Santa Ysabel River, said water to be transferred thru the so-called Cuyamaca flume to Eucalyptus reservoir, the cost of transferring said water not to exceed 2 cents a thousand gallons, the city to stand any losses of water in transit, and an agreement fair to all parties in interest to be made later on, determining what that loss of water in transit is, when, and under what conditions, the water is to be transferred, the intention of the District being to accommodate, so far as possible the City of San Diego in the transfer of its water from the Santa Ysabel River to the city, and deliver same at Eucalyptus reservoir, La Mesa, at a nominal figure.

12 (d) An agreement, mutually satisfactory, the conditions to be worked out by an engineer appointed by the City of San Diego and the District, allowing the City the use of Fletcher dam for the storage of Sutherland water whenever practicable, and on terms and conditions that are fair to all parties in interest, the details to be agreed on later.

13 (e) Any surplus water the District may have, the City to have the first option to acquire, and paying as a carrying charge thereon, a sum not to exceed 5 cents a thousand gallons delivered at Eucalyptus reservoir, La Mesa.

(f) In case El Capitan dam is built, it is mutually understood and agreed that the interests of the district to acquire by pumping water from the El Monte sands will be fully protected. In the event that an agreement cannot be reached between the parties hereto as to the terms for the protection of such rights, then the matter shall be arrived at by the usual procedure of arbitration, and any decision of the Board of Arbitrators shall be final and pending upon all parties in interest.

JS draft
after Rhodes, Halley
& Spuehler & Eds
for conference

WHEREAS, an emergency exists necessitating the prompt development of an additional water supply on the San Diego River for the City of San Diego and for La Mesa, Lemon Grove and Spring Valley Irrigation District; and

WHEREAS, to await the outcome of pending litigation before commencing development of additional water supply on said San Diego River would be dangerous to the water supply and general interests of both communities,

The following points are submitted as a basis for an agreement for the immediate development of water on the San Diego River:

1.

La Mesa, Lemon Grove and Spring Valley Irrigation District is to submit to the voters of the District at the earliest possible date a bond issue for a sufficient sum to purchase the property of the Cuyamaca Water Company under the terms of the option from the Cuyamaca Water Company dated April 5th, 1924.

2.

The District is also to submit at the earliest possible date to the voters in said District a bond issue for a sufficient sum to construct a dam not to exceed one hundred and fifty (150) feet in height from stream bed, at a site known as the Fletcher Site; plans and specifications for such dam to be approved by a competent engineer. If the engineer for the District and the engineer for the city cannot agree upon the plans and specifications, then they shall select a third competent hydraulic engineer, and the decision of the third shall be final as to the plans and specifications for said dam.

3.

The District is to transfer to the city, without cost, the District's present option to purchase from the Cuyamaca Water Company Mission Gorge damsite No. 3 and lands flooded, the price and terms to be the same as recited in that certain option to the District

dated April 5, 1924 from the Cuyamaca Water Company.

4.

The District agrees to sell to the city at the city's option, at any time within a period of one year from date, the land, approximately four hundred (400) acres, which the District owns within the flooded area of Mission Gorge No. 2 and No. 3, the price to be One Hundred Thousand Dollars ($100,000) or if that price is not satisfactory the question of value to be left to arbitration in the usual manner.

5.

If and when the bonds of the Irrigation District for the purpose are affirmatively voted by the voters within the limits of the District, the District will proceed as rapidly as practicable to construct a dam at the Fletcher Site. And in any event, the construction of said Fletcher dam shall commence within five (5) years from date and be completed within two (2) years thereafter.

In case the City of San Diego should find it advisable to recommend immediately the construction of Fletcher dam, the La Mesa Irrigation District agrees so to do, providing the City of San Diego will purchase sufficient water, delivered at Eucalyptus Reservoir, to take care of the interest on the cost of construction, the price of the water being ten (10) cents a thousand gallons, said obligation of the City to purchase any water from the District to cease seven (7) years from date.

6.

The City, at its option, will commence the construction of a dam at El Capitan or the Mission Gorge Site as soon as bonds are voted for that purpose.

7.

The District will be allowed:

(a) To use the water which is at present developed by the Cuyamaca System as now constructed, together with the right to

divert in the future any and all water that can be diverted by means of the present diverting dams on the South Fork and North Fork of the San Diego River; also thru the construction of the proposed Fletcher dam at the Fletcher Site, so-called, with the right, by the construction of a diverting dam not to exceed 15 feet in height, to divert the waters of Boulder Creek above North Fork diverting dam into the Fletcher reservoir;

(The capacity of said Fletcher dam not to exceed 5,600,000,000 gallons. The height of said dam not to exceed 150 feet from stream bed.)

And the right to the District to use the water that may be so impounded and diverted as above mentioned for its own uses and purposes in perpetuity.

(b) To use what water the District requires for its needs that may be possible to pump from the El Monte sands.

Provided, however, that the District will first acquire from the Cuyamaca Water Company, Ed Fletcher, et al, all of their right, title and interest to the waters of the San Diego River; and after said interests last above mentioned have been acquired, the District will permit final judgment to be entered transferring to the City of San Diego the waters of the San Diego River upon the following conditions:

That an agreement be entered into between the City of San Diego and the District granting to the District the perpetual right to the use of the waters of the San Diego River as heretofore mentioned in "a" and "b" of this Paragraph 7 for a nominal consideration.

8.

In the event for any reason the judgment as set out in Paragraph 7 is not entered, then this agreement is understood to be made without any prejudice whatever to the rights of the City or the rights of the District, to the waters of the San Diego River

as such rights may be finally determined in the Courts.

In that case, pending the final determination in the Courts, the District shall be permitted to use, in addition to all the water produced by the Cuyamaca Water Company's system as at present constructed, the water if and when developed by a dam not over 150 feet in height, constructed by it at the Fletcher Site, and the water as and when required from the El Monte sands; and if, in the pending litigation it is determined that the City has the right to the waters of the San Diego River, then the District shall pay the City for said water the sum of One Thousand Dollars ($1,000.00) per year.

9.

The District, as a further condition, agrees to sell and the City shall have the right to buy, on or before January 1st, 1925, the following:

(a) All the lands controlled by the District necessary for the construction of a dam 160 feet in height at El Capitan. Should the City desire, within 10 years from April 5, 1924, to build a dam to any height in excess of 160 feet but in no case higher than 200 feet, then in that event a deed will be given to the additional land needed for floodage purposes, which said District controls. Also one acre of ground for caretaker's house, including all records and surveys heretofore made.

The purchase price for the entire interests at El Capitan, as above mentioned, being One Hundred Fifty Thousand Dollars ($150,000).

(b) Murray dam, as is, together with the floodage rights or deeded rights to approximately 220 acres of land flooded, including caretaker's house, chlorination plant, also pipe line from Murray dam to the easterly city limits of East San Diego, the purchase price being $400,000.

10.

An agreement to be entered into, mutually satisfactory, giving

the District the right to use Murray dam as a means of furnishing a water supply to the Lemon Grove section until a new dam is built by the District in another location to take the place of Murray dam. This privilege to the District to terminate January 1st, 1930.

After the transfer of Murray dam, the City of San Diego is to furnish water to the consumers, at time of transfer, outside the City of San Diego between Murray dam and the East San Diego city limits under some equitable arrangement, unless said land is included within the boundaries of the La Mesa Irrigation District.

The District reserves the right to transfer without expense to the District, thru said Murray dam and pipe line above mentioned, any water needed by the Cuyamaca Water Company to take care of its consumers in Normal Heights, Kensington Park and East San Diego, all as per the obligation referred to in the option of April 5th, 1924 given by the Cuyamaca Water Company to the District, a copy of which is herewith attached.

It is mutually understood and agreed that in case the El Capitan damsite is purchased by the City then in that case it is purchased subject to the terms and conditions as outlined in that certain option dated April 5, 1924, given to said District by the Cuyamaca Water Company.

11.

The District is to transfer any water belonging to the City of San Diego that the City may divert from the Santa Ysabel River, said water to be transferred thru the so-called Cuyamaca flume to Eucalyptus reservoir, the cost of transferring said water not to exceed 2 cents a thousand gallons, the city to stand any losses of water in transit, and an agreement fair to all parties in interest to be made later on, determining what that loss of water in transit is, when, and under what conditions, the water is to be transferred, the intention of the District being to accommodate, so far as possible the City of San Diego in the transfer of its water from the Santa

Ysabel River to the city, and deliver same at Eucalyptus reservoir, La Mesa, at a nominal figure.

12.

An agreement, mutually satisfactory, the conditions to be worked out by an engineer appointed by the City of San Diego and the District, allowing the City the use of Fletcher dam for the storage of Sutherland water whenever practicable, and on terms and conditions that are fair to all parties in interest, the details to be agreed on later.

13.

Any surplus water the District may have, the City to have the first option to acquire, and paying as a carrying charge thereon, a sum not to exceed five (5) cents a thousand gallons delivered at Eucalyptus reservoir, La Mesa.

14.

When El Capitan dam is built it is mutually understood and agreed that the rights of the District to pump water from the El Monte sands will be fully protected, it being understood and agreed that the District shall make no claim for damages or claim for any additional supply of water from the City until such time as the District shall by the operation of its pumping plant lower the water level to, at least, 60 feet below stream bed at its pumping plants. In the event that an agreement cannot be reached between the parties hereto as to the terms for the protection of the District's rights, then this question, as well as any other matters in dispute pertaining to this agreement, shall be arrived at by the usual procedure of arbitration, and any decision of the Board of Arbitrators shall be final and binding upon all parties in interest.

2 drafts
sent in by Mr Thompson

WHEREAS, an emergency exists necessitating the prompt development of an additional water supply on the San Diego River for the City of San Diego and for La Mesa, Lemon Grove and Spring Valley Irrigation District; and

WHEREAS, to await the outcome of pending litigation before commencing development of additional water supply on said San Diego River would be dangerous to the water supply and general interests of both communities.

The following points are submitted as a basis for an agreement for the immediate development of water on the San Diego River:

1.

La Mesa, Lemon Grove and Spring Valley Irrigation District is to submit to the voters of the District at the earliest possible date a bond issue for a sufficient sum to purchase the property of the Cuyamaca Water Company under the terms of the option from the Cuyamaca Water Company dated April 5th, 1924.

2.

The District is also to submit at the earliest possible date to the voters in said District a bond issue for a sufficient sum to construct a dam not to exceed one hundred and fifty (150) feet in height from stream bed, at a site known as the Fletcher Site; plans and specifications for such dam to be approved by a competent engineer. If the engineer for the District and the engineer for the city cannot agree upon the plans and specifications, then they shall select a third competent hydraulic engineer, and the decision of the three shall be final as to the plans and specifications for said dam.

3.

The District is to transfer to the city, without cost, the District's present option to purchase from the Cuyamaca Water Company Mission Gorge damsite No. 3 and lands flooded, the price and terms to be the same as recited in that certain option to the District

dated April 5, 1924 from the Cuyamaca Water Company.

4.

The District agrees to give to the city an option to purchase the land, approximately four hundred (400) acres, which the District owns within the flooded area of Mission Gorge No. 2 and No. 3, the price to be One Hundred Thousand Dollars ($100,000) and in the event that that price is not satisfactory to the city, the valuation thereof to be determined by arbitration in the usual manner. All other terms and conditions as to time, etc. will be the same as pertains to the purchase of Mission Gorge damsite No. 3 and lands flooded, as covered in the option of April 5th, 1924 from the Cuyamaca Water Company to the District.

5.

If and when the bonds of the Irrigation District for the purpose are affirmatively voted by the voters within the limits of the District, the District will proceed as rapidly as practicable to construct a dam at the Fletcher Site. And in any event, the construction of said Fletcher dam shall commence within five (5) years from date and be completed within two (2) years thereafter.

6.

The City, at its option, will commence the construction of a dam at El Capitan or the Mission Gorge Site as soon as bonds are voted for that purpose.

7.

The District will be allowed:

(a) To use the water which is at present developed by the Cuyamaca System as now constructed, together with the right to divert in the future any and all water that can be diverted by means of the present diverting dams on the South Fork and North Fork of the San Diego River; also thru the construction of the proposed Fletcher dam at the Fletcher Site, so-called, with the right, by the construction of a diverting dam to divert the waters of Boulder Creek

above North Fork diverting dam into the Fletcher reservoir, said dam to be for diverting purposes only without the right of storage.

(The capacity of said Fletcher dam not to exceed 5,600,000,000 gallons. The height of said dam not to exceed 150 feet from stream bed.)

And the right to the District to use the water that may be so impounded and diverted as above mentioned for its own uses and purposes in perpetuity.

(b) To use what water the District requires for its needs that may be possible to pump from the El Monte sands.

Provided, however, that the District will first acquire from the Cuyamaca Water Company, Ed Fletcher, et al, all of their right, title and interest to the waters of the San Diego River; and after said interests last above mentioned have been acquired, the District will permit final judgment to be entered transferring to the City of San Diego the waters of the San Diego River upon the following conditions:

That an agreement be entered into between the City of San Diego and the District granting to the District the perpetual right to the use of the waters of the San Diego River as heretofore mentioned in "a" and "b" of this Paragraph 7 for a nominal consideration.

8.

In the event for any reason the judgment as set out in Paragraph 7 is not entered, then this agreement is understood to be made without any prejudice whatever to the rights of the City or the rights of the District, to the waters of the San Diego River as such rights may be finally determined in the Courts.

In that case, pending the final determination in the Courts, the District shall be permitted to use, in addition to all the water produced by the Cuyamaca Water Company's system as at present

constructed, the water if and when developed by a dam not over 150 feet in height, constructed by it at the Fletcher Site, and the water as and when required from the El Monte sands; and if, in the pending litigation it is determined that the City has the right to the waters of the San Diego River, then the District shall pay the City for said water the sum of One Thousand Dollars ($1,000.00) per year.

9.

The District, as a further condition, agrees to sell and the City shall have the right to buy, on or before January 1st, 1925, the following:

(a) All the lands controlled by the District necessary for the construction of a dam 160 feet in height at El Capitan. Should the City desire, within 10 years from April 5, 1924, to build a dam to any height in excess of 160 feet but in no case higher than 200 feet, then in that event a deed will be given to the additional land needed for floodage purposes, which said District controls. Also one acre of ground for caretaker's house, including all records and surveys heretofore made.

The purchase price for the entire interests at El Capitan, as above mentioned, being One Hundred Thousand Dollars ($100,000).

(b) Murray dam, as at present constructed, together with the floodage rights or deeded rights to approximately 220 acres of land flooded, including caretaker's house, chlorination plant, also pipe line from Murray dam to the easterly city limits of East San Diego, the purchase price being $400,000.

10.

An agreement to be entered into, mutually satisfactory, giving the District the right to use Murray dam as a means of furnishing a water supply to the Lemon Grove section until a new dam is built by the District in another location to take the place of Murray dam. This privilege to the District to terminate January 1st, 1930.

After the transfer of Murray dam, the City of San Diego is to furnish water to the consumers, at time of transfer, outside the

City of San Diego between Murray dam and the East San Diego city limits under some equitable arrangement, unless said land is included within the boundaries of the La Mesa Irrigation District.

The District reserves the right to transfer without expense to the District, thru said Murray dam and pipe line above mentioned, any water needed by the Cuyamaca Water Company to take care of its consumers in Normal Heights, Kensington Park and East San Diego, all as per the obligation referred to in the option of April 5th, 1924 given by the Cuyamaca Water Company to the District, a copy of which is herewith attached.

11.

The District is to transfer any water belonging to the City of San Diego that the City may divert from the Santa Ysabel River, said water to be transferred thru the so-called Cuyamaca fulme to Eucalyptus reservoir, the cost of transferring said water not to exceed 2 cents a thousand gallons, the city to stand any losses of water in transit, and an agreement fair to all parties in interest to be made later on, determining what that loss of water in transit is, when, and under what conditions, the water is to be transferred, the intention of the District being to accommodate, so far as possible the City of San Diego in the transfer of its water from the Santa Ysabel River to the city, and deliver same at Eucalyptus reservoir, La Mesa, or Murray Dam at the city's option, at a nominal figure.

12.

An agreement, mutually satisfactory, the conditions to be worked out by an engineer appointed by the City of San Diego and the District, allowing the city the use of Fletcher dam for the storage of Sutherland water whenever practicable, and on terms and conditions that are fair to all parties in interest, the details to be agreed on lated.

13.

Any surplus water the District may have, the City to have the first option to, and paying as a carrying charge thereon, a sum not to exceed five (5) cents a thousand gallons delivered at Eucalyptus reservoir, La Mesa.

14.

When El Capitan dam is built it is mutually understood and agreed that the rights of the District to pump water from the El Monte sands will be fully protected, it being understood and agreed that the District shall make no claim for damages or claim for any additional supply of water from the City until such time as the District shall by the operation of its pumping plant lower the water level to, at least, 60 feet below stream bed at its pumping plants. In the event that an agreement cannot be reached between the parties hereto as to the terms for the protection of the District's rights, then this question, as well as any other matters in dispute pertaining to this agreement, shall be arrived at by the usual procedure of arbitration, and any decision of the Board of Arbitrators shall be final and binding upon all parties in interest.

PAPERS ON 1924 MISSION GORGE ELECTION ASSEMBLED BY FLETCHER FOR WATER HISTORY

From the papers of Ed Fletcher, the following letters were removed to the alphabetized correspondence files:

BACON, John L. to the Chamber of Commerce, 6/10/24
BARNSON, Stephen, 9/15/24
DOWELL, E.H.
    Fletcher to Dowell, 7/2/24
    Dowell to Fletcher, 8/15/24
EASTWOOD to Fletcher, 7/17/24
Fletcher to ERVAST, Andrew, 9/16/24
FREEMAN, John R.
    Fletcher to Freeman, 5/20/24
    Freeman to Fletcher, 5/24/24
Fletcher to GOTTESBUREN, A.L., 10/28/24
Fletcher to HALLEY, J.H., 7/16/24
Fletcher to Heilbron, Fred, 2/28/24
Fletcher to JOHNSON, A.P., 6/12/24
KING, Thos. H.
    King to Halley, Stearns, Stern, McClure, Heilbron, Stewart, Weitzel, Held, Bruschi, Klauber, Thompson, White, 10/18/24
    King to Fletcher, 12/5/24
KLAUBER, Melville
    Hillyer to Klauber, 6/12/24
    Klauber to Dowell, 8/14/24
KLUEGAL, H.A.
    Kluegal to State of California, 9/6/22
    Kluegal to Fletcher, 9/21/22
Fletcher to KUEHNSTED, H.K., 9/2/24
MACMULLEN, James
    Mathews to Macmullen, 5/10/1924
    Fletcher to Macmullen, 6/6/24
Fletcher to MAYOR & CITY COUNCIL, no date
MAYRHOFER, A.V.
    Mayrhoffer to Spreckles, Claus, 7/8/24
    Mayrhoffer to Editor, San Diego Sun, 8/26/24
    Mayrhoffer to Various SD Newspapers
PORTER, E.W.
    Porter to Fletcher, 11/2/23
    Fletcher to Porter, [2 letters] 11/13/23, 11/14/23
RHODES, Fred A.
    Fletcher to Rhodes, [6 letters] 7/1/24, 7/11/24, 7/15/24, 9/2/24, 9/16/24, 9/30/24
    "Conference With Rhodes and Fletcher," 9/28/24
Fletcher to SCHLINK, E.H.(Pres., Ramona Chamber of Commerce), 9/2/24
SPRECKELS, Claus
    Fletcher to Spreckels, [7 letters] 6/12/24, 6/16/24, 7/11/24, 7/16/24, 9/2/24, 10/25/24, 11/4/24
    Spreckels to Fletcher, 10/31/24
    Spreckels to MacMullen, James, (editor SD Union), 10/31/24

STERN, C.F.
Fletcher to Stern, [5 letters] 4/16/24, 7/1/24, 10/16/24, 10/31/24, 12/19/24
THOMPSON, Jack
Fletcher to Thompson, 4 letters, 6/3/24, 7/1/24 7/11/24, 7/17/24
Thompson to Stern, 7/24/24
WAUGHT, J.T. to Thompson, 4/24/24
WEITZEL, Harry K.
Weitzel to Fletcher, 10/6/24
Fletcher to Weitzel, 10/2/24, 5/30/24
Conversation between Weitzel and Fletcher, 11/19/24, 4/17/24
Interview of Weitzel, ND
WHITE, F.M.
Fletcher to White, 7/12/24
White to La Mesa Scout, 10/7/24

Ed Fletcher Papers

1870-1955

MSS.81

Box: 62 Folder: 6

Business Records - Water Companies - Cuyamaca Water Company - Mission Gorge #3 (Boulder Creek) - Election of 1924: Mission Gorge site #2 vs. site #3