

E X H I B I T

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MODERN CONSTITUTIONS, VOLUME 3 -- DODD.

Political Constitution of Spanish Monarchy.

Art. 10. The penalty of confiscation of property shall never be imposed, and no one shall be deprived of his property except by the competent authority, and for a proved cause of public utility, always after due compensation.

Art. 11. The Apostolic Roman Catholic religion is the religion of the State. The Nation binds itself to maintain this religion and its ministers.

 No one shall be molested in Spanish territory on account of his religious opinions, or for the exercise of his particular form of worship, provided he show the respect due to Christian morality.

 Ceremonies and public manifestations other than those of the State religion, however, shall not be permitted.

EXHIBIT

- B -

LAW VI. -- Translation.

The conditions for a town of Alcaldes with the ordinary jurisdiction and Councilmen (Regidores) shall be agreeable to this law.

If the nature of the tract of land allow of the settlement of some town (villa) of Spaniards with a Council of Alcaldes of the ordinary jurisdiction and Councilmen (regidores), and there be some person who undertake by contract to settle it, let the agreement be made under these conditions: That within the period of time which may be assigned to him he must have atleast thirty settlers, each one provided with a house, ten breeding cows, four oxen, or two oxen and two steers, one brood mare, one breeding sow, twenty breeding ewes of the Castilian breed, and six hens and one cock; he shall also appoint a priest to administer the Holy Sacraments; the first time he shall select him, but afterwards the appointment shall be subject to our Royal Patronage; and he shall provide the Church with ornaments and the things necessary for Divine Worship; and shall give bonds for the performance of all this within the time agreed upon; and if he should not comply with his obligation he will lose whatever he may have constructed, wrought, or garnered, to be applied to our Royal Patrimony, and will furthermore incur the penalty of one thousand pounds of gold for our

treasury; and if he should comply with his obligation, there shall be given to him four leagues of extent and territory in a square or prolonged form according to the character of the land, in such manner that if surveyed, there shall be the four leagues in a square, with the condition that the limits of said territory shall be distant at least five leagues from any city, town, or village of Spaniards previously founded, and that there shall be no prejudice to any Indian town or private person.

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LAW X. -- Translation.

If there should be no private contractor for a settlement, but only individual citizens who are married men, let them have leave to found a settlement, provided they are not less than ten.

When private individuals shall agree to form a new settlement, and for that purpose there shall be a number of married men, let leave be granted to them, provided they be not fewer than ten married men; let there be given them extent of land and territory according to what has been heretofore provided (al respecto a lo que esta dicho), and we grant them power to elect among themselves Alcaldes with the usual jurisdiction and annual officers of the Council.

EXHIBIT

- 0 -

(Leyes Vigentes, page 28; 1 White's Recopilacion, 416; 1 Rivera Nueva Coleccion de Leyes y Decretos Mexicanos, 890.)

Decree of the Spanish Cortes of May 23d, 1812.

FORMATION OF THE CONSTITUTIONAL AYUNTAMIENTOS.

The general and extraordinary Cortes, convinced that it is equally important to the welfare and tranquility of families, and the prosperity of the nation, that Common Councils (Ayuntamientos) be established as soon as practicable in such towns (pueblos) where it is proper that they should be instituted and which have not hitherto enjoyed the benefit thereof, as well as to avoid the doubts which might arise in the execution of what has been prescribed on this subject in the Constitution, and to establish a uniform rule for the appointment, form of election, and the number of its members, decree as follows:

1. Every town (pueblo) which has no Common Council, (Ayuntamiento) and the population of which does not amount to one thousand souls, and which, on account of the peculiar condition of its agriculture, industry, or population, requires a Common Council, (Ayuntamiento) will make the same known to the Deputation of the Province, in order that by virtue of this information they may apply to the Government for the requisite permission.

2. Towns (pueblos) which do not find themselves in this situation shall be united to the Councils (Ayuntamientos) to which they have hitherto belonged, as long as the improvement of their political condition shall not require other measures, uniting those newly formed to those nearest them in their Province, or to those which have lost their jurisdiction for want of population.

3. By virtue of the provision of the 312th article of the Constitution, the functions of the regidores and other perpetual officers of the Common Councils (Ayuntamientos) cease as soon as the Constitution and this decree shall have been received in each town, and they shall be elected according to an absolute plurality of votes as prescribed in the 313th and 314th articles of the Constitution, as well in those towns (pueblos) where all have the quality of being perpetual, as in those where some only enjoy this privilege; for the information of those towns wherein the election may be carried into effect four months before the expiration of the year, it is ordered that said election be renewed at the end of the month of December of the same year, as to one-half, those to go out who were last elected; but in those towns wherein the elections take place when less than four months are required to terminate the year, those elected will continue in their employment until the end of the next year, when one-half of them will cease to hold their offices.

4. As it cannot fail to be proper that there should exist between the government of the towns and its inhabitants, (el gobierno del pueblo y su vecindario) such proportion as is compatible with good order and its better administration, there shall be one Alcalde, two Regidores, and one Procurator Syndic, in

all towns which do not have more than two hundred inhabitants; one Alcalde, four Regidores, and one Procurator, in those the population of which exceeds two hundred but does not exceed five hundred inhabitants; one Alcalde, six Regidores, and one Procurator, in those which possess five hundred but the population of which does not amount to one thousand inhabitants; two Alcaldes, eight Regidores, and two Procurator Syndics, in towns having from one thousand to four thousand inhabitants, and the number of Regidores will be augmented to twelve in those towns which have more than four thousand inhabitants.

5. In the capitals of the Provinces there must be at least twelve Regidores, and should they possess more than ten thousand inhabitants their number will be sixteen.

6. In following out these principles in making the elections to fill these offices, it is ordered that the election take place on some day of festival in the month of December, by the inhabitants who are in the exercise of the rights of citizenship, of nine electors in the towns which have less than one thousand inhabitants, of sixteen in those having more than one thousand and less than five thousand inhabitants, and of twenty-five electors in those towns having a greater number of inhabitants.

7. This election being completed, there shall be formed on another day of festival in the month of December the Board of Electors, presided by the political chief, if there be any, and if not by the oldest of the Alcaldes, and in the absence of the Alcalde by the oldest Regidor, in order to deliberate on the persons most suitable for the government of the town, (pueblo) and they cannot adjourn without having completed the election,

which must be transcribed in a book kept for this purpose, and signed by the President and the Secretary, who shall be likewise Secretary of the Council, (Ayuntamiento) and said election shall be immediately published.

8. In order to facilitate the appointment of the electors, especially where the population is numerous, or where the divisions or distances of the towns or parishes, (los pueblos o parroquias) which must unite in order to form their Council, might create difficulties or delays, Boards are to be formed in each parish composed of all the inhabitants domiciliated therein, which must be previously convoked, and must be presided by the political chief, Alcalde or Regidor, and each one of them must elect the number of electors to which it is entitled, in the proportion which its population bears to the total population, and the act of the election must be transcribed in a book kept for this purpose, and be signed by the President and the Secretary, which the Board may appoint.

9. A parish Board (Junta de parroquia) cannot be held in towns not having fifty inhabitants, and those being in this predicament must unite among themselves, or with such as are nearest; but all such towns as have hitherto enjoyed the privilege of nominating electors for the appointment of Justices, Councils, or deputies in common, shall retain this privilege.

10. If, notwithstanding what has been provided in the preceding article, there should still be a greater number of parishes than there are electors, still an elector is to be nominated by each parish.

11. If the number of parishes should be less than the number of electors, each parish will elect one, two, or more, until it has completed the requisite number; but if an elector were yet wanting, he must be appointed by the parish having the largest population; and if another be still wanting, he must be elected by the parish having the next largest population, and so successively.

12. Inasmuch as it may happen that there exist in the ultramarine provinces some towns (en las provincias de ultramar algunos pueblos) which, owing to peculiar circumstances, ought to have Common Councils for their better government, but whose inhabitants are not in the enjoyment of the rights of citizens, they have nevertheless the right to elect among themselves the officers of their Councils, in conformity to the rules herein prescribed for other towns.

13. The Common Councils will not in future have any permanent Assessors with fixed salaries.

EXHIBIT

- D -

(Coleccion de Ordenes y Decretos de la Soberana Junta Provisional Gobernativa y Soberanos Congressos Generales de la Nacion Mexicanas, Vol. III, page 64, etc.; 1 Rockwell, 451; Halleck's Report, ut supra, Appendix 4.)

DECREE OF THE 18TH AUGUST, 1824, RESPECTING COLONIZATION

The sovereign general constituent Congress of the United Mexican States has been pleased to decree - -

1st. The Mexican nation promises to those foreigners who may come to establish themselves in its territory, security in their persons and property, provided they subject themselves to the laws of the country.

2d. The objects of this law are those national lands which are neither private property nor belonging to any corporation or pueblo, and can therefore be colonized. (Son objeto de esta ley aquellos terrenos de la nacion, que no siendo de propiedad particular, ni pertenecientes a corporacion alguna o Pueblo, pueden ser colonizados.)

3d. To this end the Congress of the States will form, as soon as possible, the laws and regulations of colonization of their respective demarcation, with entire conformity to the constitutive act, the general constitution, and the rules established in this law.

4th. These territories comprised within twenty leagues of the boundaries of any foreign nation, or within ten leagues of the seacoast, cannot be colonized without the previous approval of the supreme general executive power.

5th. If, for the defense or security of the nation the federal government should find it expedient to make use of any portion of these lands for the purpose of constructing warehouses, arsenals, or other public edifices, it may do so, with the approbation of the general Congress, or during its recess with that of the government council.

6th. Before the expiration of four years after the publication of this law, no tax or duty (direcho) shall be imposed on the entry of the persons of foreigners, who come to establish themselves for the first time in the nation.

7th. Previous to the year 1840, the general Congress cannot prohibit the entry of foreigners to colonize, except compelled to do so, with respect to the individuals of some nation, by powerful reasons.

8th. The government, without prejudicing the object of this law, will take the precautionary measures which it may consider necessary for the security of the federation, with respect to the foreigners who may come to colonize. In the distribution of lands, Mexican citizens are to be attended to in preference; and no distinction shall be made amongst these, except such only as is due to private merit and services rendered to the country, or inequality of circumstances, residence in the place to which lands distributed belong.

10th. Military persons who are entitled to lands by the promise made on the 27th of March, 1821, shall be attended to in the States, on producing the diplomas granted to them to that effect by the supreme executive power.

11th. If by the decrees of capitulation, according to the probabilities of life, the supreme executive should see fit to alienate any portion of land in favor of any military or civil officers of the federation, it may so dispose of the vacant lands of the territories.

12th. No person shall be allowed to obtain the ownership of more than one league square, of five thousand varas (5,000) of irrigable land (de regadio), four superficial ones of land dependent on the seasons (de temporal), and six superficial ones for the purpose of rearing cattle (de abreradiso).

13th. The new colonist cannot transfer their possessions in mortmain (manos muertas.)

14th. This law guaranties the contracts which the grantees (empresarios) may make with the families which they may bring out at their expense; provided they be not contrary to the laws.

15th. No one who, by virtue of this law, shall acquire the ownership of lands, shall retain them if he shall reside out of the territory of the republic.

16th. The government, in conformity with the principles established in this law, will proceed to the colonisation of the territories of the republic.

EXHIBIT

- E -

(California Archives, Volume II,
Missions and Colonization, Page 1,
etc.; 1 Rockwell, 453; Halleck's
Report, ut supra, Appendix 5.)

GENERAL RULES AND REGULATIONS FOR THE COLONIZATION OF
THE REPUBLIC, MEXICO, NOVEMBER 21, 1828.

It being stipulated in the 11th article of the general law of colonization of the 18th of August, 1824, that the government, in conformity with the principles established in said law, shall proceed to the colonization of the territories of the republic; and it being very desirable, in order to give to said article the most punctual and exact fulfilment, to dictate some general rules for facilitating its execution in such cases as may occur, his excellency has seen fit to determine on the following articles:

1st. The governors (jefes politicos) of the territories are authorized (in compliance with the law of the general Congress of the 18th of August, 1824, and under the conditions hereafter specified) to grant vacant lands (terrenos valdicos) in their respective territories to such contractors (empresarios,) families, or private persons, whether Mexicans or foreigners, who may ask for them, for the purpose of cultivating and inhabiting them.

2d. Every person soliciting lands, whether he be an empresario, head of a family, or private persons, shall address to the governor of the respective territory a petition, expressing his name, country, profession, the number, description, religion, and other circumstances of the families or persons with whom he wishes to colonize, describing as distinctly as possible, by means of a map, the land asked for.

3d. The governor shall proceed immediately to obtain the necessary information whether the petition embraces the requisite conditions required by said law of the 18th of August, both as regards the land and the candidate, in order that the petitioner may at once be attended to; or if it be preferred, the respective municipal authority may be consulted, whether there be any objection to making the grant or not.

4th. This being done, the governor will accede or not to such petition, in exact conformity to the laws on the subject, and especially to the before-mentioned one of the 18th of August, 1824.

5th. The grants made to families or private persons shall not be held to be definitely valid without the previous consent of the territorial deputation, to which end the respective documents (espedientes) shall be forwarded to it.

6th. When the governor shall not obtain the approbation of the territorial deputation, he shall report to the supreme government, forwarding the necessary documents for its decision.

7th. The grants made to empresarios for them to colonize with many families shall not be held to be definitely valid until the approval of the supreme government be obtained; to which the necessary documents must be forwarded, along with the report of the territorial deputation.

8th. The definitive grant asked for being made, a document signed by the governor shall be given, to serve as a title to the party interested, wherein it must be stated that said grant is made in exact conformity with the provisions of the laws in virtue whereof possession shall be given.

9th. The necessary record shall be kept in a book destined for the purpose, of all the petitions presented, and grants made, with the maps of the lands granted, and the circumstantial report shall be forwarded quarterly to the supreme government.

10th. No capitalization shall be admitted for a new town, except the capitalizator bind himself to present, as colonists, twelve families at least.

11th. The governor shall designate to the new colonist (nuevo poblador) a proportionate time within which he shall be bound to cultivate or occupy the land on the terms and with the number of persons or families which he may have capitalized for, it being understood that if he does not comply, the grant of the land shall remain void; nevertheless, the governor may revalidate it in proportion to the part which the party may have fulfilled.

12th. Every new colonist, after having cultivated or occupied the land agreeable to his capitalization, will take

care to prove the same before the municipal authority, in order that, the necessary record being made, he may consolidate and secure his right of ownership, so that he may dispose freely thereof.

13th. The reunion of many families into one town (poblacion) shall follow, in its formation, interior government and policy, the rules established by the existing laws for the other towns of the republic, special care being taken that the new ones are built with all possible regularity.

14th. The minimum of irrigable land to be given to one person for colonization shall be 200 varas square, the minimum of land called de temporal shall be 800 varas square, and the minimum for breeding cattle (de abrevadero) shall be 1,200 varas square.

15th. The land given for a house-lot shall be 100 varas.

16th. The spaces which may remain between the colonized lands may be distributed among the adjoining proprietors who shall have cultivated theirs with the most application, and have not received the whole extent of land allowed by the law, or to the children of said proprietors, who may ask for them to combine the possessions of their families; but on this subject particular attention must be paid to the morality and industry of the parties.

17th. In those territories where there are missions, the lands occupied by them cannot be colonized at present, nor until it be determined whether they are to be considered as the property of the establishments of the neophytes, catechumens, and Mexican colonists.

EXHIBIT

F

(California Archives, Volume 1,
Missions and Colonization, pages 853,
etc. Land Commission Exhibits in
Limantour's Cases, Exhibit O, Pages
66, etc.)

PLAN OF PITIC

Translation

Instructions approved by His Majesty, and made for the establishing of the new town of Pitic, in the Province of Sonora, ordered to be adopted by the other new projected settlements (Poblaciones) and by those that may be established in the district of this General "Comandancia."

1st. Although by the law 6th, title 8th, book 4th, the Viceroy, Supreme Courts (Audiencias) and Governors, are prohibited from granting titles for cities or towns, or from exempting from their principal capitals the settlements (pueblos) of Spaniards or Indians, this decree is limited to those that may have already been established; therefore, as to the new towns and settlements, it is provided that they observe what is decreed in reference to the other laws on the subject, and as the law 2d, title 7th of the same book decrees: that the land, province, and place in which a new settlement (poblacion) shall be made, being chosen, and the convenience and advantages resulting therefrom being inquired into, the Governor, whose district it may be or to which it may be confined, shall determine whether it shall be a city, town, or village, and

that in conformity with that which he shall decide, shall be formed the council, the government, and its officers, in using of this power, bearing in mind the extent of the place selected and the advantages offered by its lands, fertilizing through the benefit of irrigation by means of the large canal constructed for that purpose, your honor may declare the new settlement to be a town, designating to it the name it is to have and use for its distinction and recognition,

2d. In conformity with the decree of the law 6th, title 5th, of the same book 4th, relative to the towns of Spaniards that may be founded by agreement or contract, and first in relation to those which for want of contractors shall be erected by private settlers (Pobladores) who may establish themselves and agree to found them, there may be granted to the town in question four leagues of bounds or territory in a square or in length, (que se fundaren y concordaren en formarlas se podra conceder a la de que se exara quatro leguas determino o territorio en quadro o prolongado) as shall be adapted to the better location of the land that shall be selected or marked out so that its true boundaries shall be known, wherein there can be no inconvenience, and inasmuch as it is distant more than five leagues from any other town, city, or village of Spaniards, there shall not result injury to any private individual, nor to any "pueblo" of Indians, on account of that (the village) "de los Seris" remaining within the demarcation as part or suburb of the new settlement, subject to its jurisdiction, and with the advantage of enjoying as neighbors the same benefits public and common that the settlers may have, and of which at present those same natives are wanting, owing to their indolence, their default of application, and of intelligence,

reserving to them the faculty of choosing their "Alcaldes and Regidores," with the jurisdiction, economy, and other circumstances prescribed by the laws 15 and 16, title 5, book 6.

3d. The Presidio of San Miguel de Orcavitas having been removed to the locality of Pitic, so that under its protection and guard may be founded the new settlement, conformably to the decree in the articles 1 and 2, title 11, of the new regulation of Presidios of the 10th of September, 1772, and in the 50th article of the old Regulation of the Sor Viceroy Marquis de Casafuerte of the 20th of April, 1729, which by Royal order of 15th of May, 1779, is ordered to be observed, the Political Government and the Royal jurisdiction, ordinary, civil and criminal in first instance of the new settlement, belonged to its captain or commandant, who were to exercise the same in the interim of the Presidio being established in that place, with the appeals to the Royal Supreme Court (Audiencia) of the District, but your honor having resolved that the company be considered as detached in the new settlement, and consequently that the use and exercise of the Royal jurisdiction remaineth in charge of the Political Governor of the province of the Alcalde, Mayor, or Lieutenant that you may name, it is necessary that the selection for this office should fall upon one of sufficient instruction and knowledge to promote the advancement of the new settlement, to make the distributions of houses, building lots (solares) and water privileges, and to observe with precision the articles of these instructions and the other orders that may successively be communicated to you.

4th. For your better rule of conduct and government, in conformity with the decree in the laws 10, tit. 15; 2 and 19, titles 7th, 1st, 2d and 3d; tit. 10, book 4, de la Recopilacion, immediately after the

number of settlers, shall count thirty residents, there shall be established a council (cabildo) or ayuntamiento, composed of two ordinary alcaldes, six "regidores", one prosecuting (syndico) attorney of the community, and one "mayordomo de propios", to whose charge shall devolve the economical management, the care of provisioning (abastos) and of the cleanliness and police of the new settlement, the mentioned electors being elected the first time by all the residents, and thereafter by the members (vocales) of the Ayuntamiento, in conformity with the decree of the laws on that subject, and the elections shall be returned annually to the Political Governor of the Province, so that in virtue of his approbation the officers elected may take possession and enter upon the discharge of their respective offices.

5th. The two ordinary alcaldes shall also, by way of precaution, and jointly with the first alcalde or commissioner, exercise the royal jurisdiction, ordinary, civil, and criminal in the first instance, subject to the appeals to the Royal Supreme Court, to the Governor, or to the Ayuntamiento, in the cases wherein they correspond to each and every one, by the laws of the kingdom, as prescribed in the first and following title 3d, book 5th.

6th. The tract of four leagues granted to the new settlement being measured and marked out (demarcado y amojonado que sea el terreno de cuatro leguas concedido a la nueva poblacion) its pastures, woods, water privileges, hunting, fishery, stone quarries, fruit trees, and other privileges, shall be for the common benefit of the Spaniards and Indians residing therein, and in its suburb or village, "de los Seris", (y en su razzia o Aldea de los Seris) as shall also be the pastures of the lands and estates (heredades), the grain showed therein

being harvested, as directed by the laws 5th and following title 17th, book 4th, de la Recopilacion.

7th. The residents and natives shall enjoy equally the woods, pastures, water privileges, and other advantages of the royal and vacant lands that may be outside of the land assigned to the new settlement, in common with the residents and natives of the adjoining and neighboring pueblos, which bounty and privilege shall continue as long as they are not changed or altered by His Majesty, in which case they shall conform to that which has been provided in the Royal orders that may be issued in favor of the new possessors or owners (propietarios).

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13th. The laying out of the commons (ejidos) and of the common pasture grounds being completed (evacuado el senalmiento de los ejidos y a la dehesa comun o Prado Boyal) the commissioner shall make a careful calculation of all the useful and productive land, which by means of the ditch can be irrigated, and of the balance, which without possessing this advantage, he may consider adaptable to cultivable lands and crops depending on the seasons (de temporal) and dividing the other into equal (suertes) of four hundred varas in length and two hundred in breadth, which is that which is generally contained in land sown with a fanega of corn; he shall ascertain the number of suertes of both kinds there may be to distribute to the new settlers and to those that may join them and increase their numbers hereafter.

18th. Thus in the original proceedings of distribution, as in the certificates or titles in fee which shall have been given to the

settlers, the commissioner shall also make known that the (solares) town lots and lands shall be distributed and granted in the name of His Majesty perpetually -- forever and ever -- and by right of inheritance, for themselves, their children and descendants, with the positive conditions that they shall keep arms and horses and be ready to defend the country from the insults of the enemies that might commence hostilities against it, and to march against them whenever they shall be ordered; that they shall build and occupy their houses and reside with their families in the new settlement at least for the space of four years; that during this time they cannot alienate, hypothecate, nor subject to any incumbrance whatsoever the lands and town lots (solares) which shall have been granted to them, even should it be for a pious purpose; that within the precise space of two years they shall work and cultivate the lands which shall have been donated to them, and they shall at least commence building the houses upon the town lots which shall have been marked out to them, under the penalty that whosoever shall abandon them over this length of time shall lose both, and they can be given to another more diligent; that having fulfilled these conditions, and resided for four years with house and family in the new settlement, they shall acquire the real ownership of the lands and town lots which shall have been distributed to them, and of the houses and edifices in which they shall have worked, and they shall be empowered hereafter with the authority to sell them, and to dispose of them at their own free will, as they would of a thing of their own, as provided by the law 1, title 12, book 4 of the Recopilacion, but under the condition that they never can sell or alienate them to a church, monastery, ecclesiastic community, nor to any of those called mortmain, as provided in the law

1st of the same title and book, under the penalty that he who shall contravene the same shall lose the lands and edifices, which in this case can be distributed to others; and finally, that within the three months that the grant and distribution shall have been made to them, they shall be under the obligation to take possession of the building lots and lands which shall have been marked out to them, and to plant all the bounds and limits thereof with fruit trees or other which may be useful to the supplying of the settlement with provisions, by which means its district shall enjoy a good and peaceable management, and they shall avail themselves of the fruit, wood and timber which shall be produced for their domestic uses and for the farming utensils which they need indispensably, as provided in the law 11th of said title and book.

19th. The advantage of irrigation being the principal means of fertilizing the lands, and the most conducive to the increase of the settlement, the Commissioner shall take particular care to distribute the waters so that all the land that may be irrigable might partake of them, especially at the season of spring and summer, when they are most necessary to the cultivated land in order to insure the crops, for which purpose, availing himself of skillful or intelligent persons, he shall divide the territory into districts (partidos) or hereditaments, marking out to each one a trench or ditch starting from the main source, with the quantity of water which might be regulated as sufficient for its irrigation, at the said periods and at the other seasons of the year that they may need them, by which means each settler shall know the trench or ditch by which his hereditament shall be irrigated, and that he cannot and shall not have the power to take the water of another, nor in a greater quantity

than that which may fall to his share, for which purpose and that it may not increase in injury to the owners situated on the land beyond or still lower, it shall be proper for the trenches or partitions to be constructed in the main ditch made of lime and stone at the cost of the settlers themselves.

20th. In order that these (the settlers) might enjoy with equity and justice the benefit of the waters in proportion to the need of their respective crops, there shall be named annually by the Ayuntamiento one Alcalde (or Mandador) for each trench, to whose charge shall fall the care of distributing them in the estates (heredades) comprised in the "partido" or hereditament, which shall be irrigated by them in proportion to their need for this benefit, designating by a list which he shall make out the hours of day and night at which each owner (heredado) shall irrigate his lands sown with grain; and in order that by the carelessness or indolence of the owners (duenos) those (the lands) that may need them shall not remain without irrigation, nor the crops be lost, whereby independent of the private injury may also result that of the public and community, produced by the want of provisions and supplies, it shall also come within the duty of the Alcalde, or Mandador, for each trench to have a servant (peon) or day-laborer knowing the hour of the day or night designated for the irrigation of each tract of land or corn-field, who, in default of its owner, shall take care to irrigate it; the just price of his labor, which shall be caused to be paid to him by the owner of the land or estate (heredad) irrigated, to be thereafter regulated by the Commissioner or by the Justice.

21st. The repairs and cleansing out which the main ditch may need for its conservation, shall be done at the expense of the whole neighborhood at the periods which the Commissioner and Ayuntamiento shall designate, every resident aiding therein by his assistance and personal labor, or in default thereof by the quantity which by partition and an equitable distribution shall be designated to him to pay and satisfy the servants (peons); and with regard to the repairs and cleansing out of the distributing dams and ditches destined to the irrigation of the "partidos" or hereditaments in which the land is to be divided, it shall be the duty of the "hacenderas," or owners, whose lands (suertes) and possessions shall be irrigated by them (the dams and ditches), amongst whom shall be divided the expenses which they may occasion pro rata to the number of "suertes" which each one shall possess in said "partido," or hereditament, belonging to the (cavildo) Council or Ayuntamiento, in common with the Commissioner, to determine upon those in which, without injury to the cultivated lands, the above mentioned cleansing out and repairs shall be made.

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24th. And lastly, as it is peculiarly the province of the (Cavildos) Councils, or Ayuntamientos, as being the best informed of that which becomes the community and public which they represent, to determine and resolve upon the subjects and measures which they may consider most useful and conducive to their better management and economical and political government, and which being approved by the highest authority appertain to the class of municipal ordinances which are to be observed as the particular laws of every settlement, so far as they are not in opposition to the general laws established

by the sovereign, this Ayuntamiento of the new settlement shall be vested with this same power, and in using of this power and acting in common with the Commissioner of its establishment, they shall fix and promulgate the articles, or municipal ordinances, which they may consider most useful and necessary, and which they shall report to this Superior Government, so that in virtue of its approval they be valid and observed.

Chihuahua, 14th of November, 1789.

JUAN GASIOT,

Y. MIRALLES.

EXHIBIT

- G -

(See California Archives, Vol. 1, Missions and Colonization, Pages 732, 762 (also 746); 1 Rockwell, 445; Halleck's Report, Ex. Dec. No. 17, 1st Sess. 31st Cong. H. of Rep., pages 134-139)

Extract from the regulations for the Government of the Province of California, by Don Felipe De Neve, Governor of the same, dated in the royal presidio of San Carlos de Monterey, 1st June, 1779, and approved by his Majesty in a royal order of the 24th October, 1781.

**TITLE THE FOURTEENTH. -- POLITICAL GOVERNMENT, AND INSTRUCTIONS
RESPECTING COLONIZATION.**

1st. The object of greatest importance towards the fulfillment of the pious intentions of the King, our master, and towards securing to his Majesty the dominion of the extensive country which occupies a space of more than two hundred leagues, comprehending the new establishment of the presidios, and the respective ports of San Diego, Monterey, and San Francisco, being to forward the reduction of, and as far as possible to make this vast country (which, with the exception of seventeen hundred and forty-nine Christians of both sexes in the eight missions on the road which leads from the first to the last named presidio, is inhabited by innumerable heathens) useful to the State, by erecting pueblos of white people, (pueblos de gente de razon) who, being united, may encourage agriculture, planting, the breeding of cattle, and successively the other branches of industry; so that some years hence their produce may be sufficient to provide garrisons of the

presidios with provisions and horses, thereby obviating the distance of transportation and the risks and losses which the royal government suffers thereby. With this just idea, the pueblo of San Jose has been founded and peopled; and the erection of another is determined upon, in which the colonists (pobladores) and their families, from the provinces of Sonora and Sinaloa, will establish themselves, the progressive augmentation of which, and of the families of the troops, will provide for the establishment of other towns, and furnish recruits for the presidio companies, thus freeing the royal revenue from the indispensable expenses at present required for these purposes; and it being necessary to establish rules for carrying all this into effect, the following instructions will be observed;

* * * * *

4th. The house-lots to be granted to the new pobladores are to be designated by government in the situations, and of the extent, corresponding to the locality on which the new pueblos are to be established, so that a square and streets be formed agreeable to the provisions of the laws of the kingdom; (conforme a lo prevenido por los Leyes del Reyno, y con su arreglo se senalara exido competente para el Pueblo, y Dehesas con las tierras de labor que convenga para propios); and conformable to the same, competent common lands (egidos) shall be designated for the pueblo, and pasture grounds, with the sowing lands that may be necessary for municipal purposes (propios).

5th. Each suerte of land, whether capable of irrigation or dependent on the seasons, (de riego de temporale,) shall consist of two hundred varas in length and two hundred in breadth, this being

the area generally occupied in the sowing of one fanega of Indian corn. The distribution which is to be made in the name of the King, our master, by the government, with equality, and a proportion to the ground which admits the benefit of being watered, so that after making the necessary demarcation and reserving vacant (baldios) the fourth part of the number which may result, counting with the number of pobladores, should there be sufficient, each one shall have two suertes of irrigable land, and other two of dry ground, delivered to him, and of the royal lands (realengas) as many as may be considered necessary (convenientes) shall be separated for the propios of the pueblo, (and of those lots of land reserved for the King, (realengas) as many as shall be considered necessary, etc. See note at end of Paragraph 18, page 8). And the remainder of these, as well as of the house-lots, shall be granted in the name of his Majesty, by the governor, to those who may hereafter come to colonize, and particularly to those soldiers who, having fulfilled the term of their engagement, or on account of advanced age may have retired from service, and likewise to the families of those who may die; but these persons must work at their own expense, out of the funds which each of them ought to possess, and will not be entitled to receive from the royal revenue either salary, rations, or cattle, this privilege being limited to those who leave their own country for the purpose of settling this country.

6th. The houses built on the lots granted and designated to the new pobladores, and the parcels of land comprehended in their respective gifts, shall be perpetually hereditary to their sons and descendants, or to their daughters who marry useful colonists who

have received no grants of land for themselves, provided the whole of them comply with the obligations to be expressed in these instructions; and in order that the sons of the possessors of these gifts observe the obedience and respect which they owe to their parents, these shall be freely authorized, in case of having two or more sons, to choose which of them they please, being a layman, to succeed to the house and suertes of the town; and they may likewise dispose of them amongst their children, but not so as to divide a single suerte, because each and all of these are to remain indivisible and inalienable forever.

7th. Neither can the pobladores, nor their heirs, impose on the house or parcel of land granted to them, either tax, entail, reversion, mortgage, (cento, vinculo, fianza, hipoteca,) or any other burden, although (even if) it be for pious purposes; and should any one do so in violation of this just prohibition, he shall irremediably be deprived of his property, and his grant shall ipso facto be given to another colonist who may be useful and obedient.

8th. The new colonists shall enjoy, for the purpose of maintaining their cattle, the common privilege of the water and pasturage, fire-wood and timber, of the common forest and pasture lands, to be designated according to law to each new pueblo; (aprovechamiento comun de aguas y pastos, lena y maderas del exido y Dehesa que ha de senalarse con arreglo a las Leyes a cada nuevo pueblo) and besides, each one shall privately enjoy the pasture of his own land, but with the condition that as they have to possess and breed all kinds of large and small cattle, and it not being possible that each one can dedicate himself to the taking care of the small stock consigned to

them -- as by so doing they would be unable to attend to agriculture and the public works -- for the present, the small cattle, and the sheep and goats of the community, must feed together, and the shepherd must be paid by such community; and with respect to collecting together the large cattle, and bringing them to the corral, such as mares and asses, as may be required, this must be done by two of the pobladores, whom they must appoint amongst themselves, or as they may see fit, to look after this business, and thus the cattle of different kinds will be taken care of, and freed from the risk of running wild, at the same time that agricultural and other works of the community will be attended to; and each individual must take care to mark their respective small cattle and brand the large, for which purpose the records of the necessary branding irons will be made without any charge; but it is ordained that henceforth no colonist is to possess more than fifty head of the same kind of cattle, so that the utility produced by cattle be distributed amongst the whole of them, and that the true riches of the pueblo be not monopolized by a few inhabitants.

9th. The new colonists shall be free and exempt from paying tithes, or any other tax, on the fruits and produce of the lands and cattle given to them, provided that within a year from the day on which the house-lots and parcels of land be designated to them, they build a house in the best way they can, and live therein, open the necessary trenches for watering their lands, placing at their boundaries, instead of landmarks, some fruit trees, or wild ones of some utility, at the rate of tento each suerte; and likewise open the principal drain or trench, form a dam, and the other necessary public works, for the benefit of cultivation, which the community is bound particularly to attend to; and said community will see that the

government buildings (casas reales) be completed within the fourth year, and during the third a storehouse sufficiently capacious for a public granary, in which must be kept the produce of the public sowing, which at the rate of one almud (the twelfth of a fanega) of Indian corn per inhabitant, must be made from said third year to the fifth, inclusive, in the lands designated for municipal purposes, (proprios) all the labor of which, until harvesting the crop and putting it in the granary, must be done by the community, (comun) for whose benefit alone it must serve; and for the management and augmentation thereof, the necessary laws to be observed will, in due time be made.

10th. After the expiration of five years they will pay the tithes to his Majesty, for him to dispose of agreeably to his royal pleasure, as belonging solely to him, not only on account of the absolute royal patronage which he possesses in these dominions, but also because they are the produce of uncultivated and abandoned lands which are about to become fruitful at the cost of the large outlays and expenses of the royal treasury. At the expiration of the said term of five years, the new pobladores and their descendants will pay, in acknowledgment of the direct and supreme dominion which belongs to the sovereign, one-half of a fanega of Indian corn for each irrigable suerte of land, and for their own benefit they shall be collectively under the direct obligation of attending to the repair of the principal trench, dam, auxiliary drains, and other public works of their pueblos, including that of the church.

* * * * *

17th. The corresponding titles to house-lots, lands and waters,

granted to the new pobladores, or which may hereafter be granted to other residents, (vecinos) shall be made out by the governor, or commissary whom he may appoint for this purpose, records of which, and of the respective branding irons, must be kept in the general book of colonization, to be made and kept in the government archives, as a heading to which a copy of these instructions shall be placed.

18th. And whereas it is expedient for the good government and police of the pueblos, the administration of justice, the direction of public works, the distribution of water privileges, and the carrying into effect the orders given in these instructions, they should be furnished with ordinary alcaldes and other municipal officers, in proportion to the number of inhabitants, the governor shall appoint such for the first two years, and for the following ones, they shall appoint some one from amongst themselves to the municipal offices (los officios de republica) which may have been established, which elections are to be forwarded to the governor for his approbation, who, if he sees fit, may continue said appointment for the three following years.

EXHIBIT

- H -

(See the same: Halleck's Report,
Appendix, No. 13; 1 Rockwell, 455;
Jones' Report, page 59.)

DECREE OF THE MEXICAN CONGRESS RELATING TO THE SECULARIZATION
OF THE MISSIONS OF CALIFORNIA.

---oOo---

Article 1. The Government will proceed to secularize the Missions of Upper and Lower California.

Article 2. In each of said Missions shall be established a parish, served by a secular clergyman, with a stipend of from two thousand to two thousand five hundred dollars a year, as the Government shall decide.

Article 3. These Parochial Curates shall not recover or receive any fees for marriages, baptisms, or under any other name. As regards fees for processions, they shall be entitled to receive such as may be specifically named in the list made out for that object, as concisely as possible, by the Referend Bishop of the Diocese, and approved by the Supreme Government.

Article 4. The churches which have served in each Mission shall serve as parish churches, with the sacred vases, ornaments, and other articles, which each possesses at present, and such additional furniture belonging to said church as the Government may deem necessary for the more decent use of said parish.

Article 5. The Government shall cause to be laid out a campo santo (cemetery) for each parish out of the way of the population.

Article 6. Five hundred dollars a year are appropriated for the service and worship in each parish church.

Article 7. Of the houses belonging to each Mission, the most suitable shall be selected as the residence of the Curate, the land appropriated to him not to exceed two hundred yards square, and the rest shall be specially devoted to a town house, primary school, and public establishments and offices.

Article 8. In order to provide promptly and effectively for the spiritual wants of both the Californias, there is established in the capital of the Upper a vicar-ship, which shall have jurisdiction over the two Territories, and the Reverend Diocesan shall endow it with the most ample powers.

Article 9. Three thousand dollars are appropriated as an endowment to this vicarship, the Vicar being required to discharge his duties free of charge under any pretext or name, not even for paper.

Article 10. If for any other cause whatever the Parochial Curate of the capital, or any other parish in the district, shall act as Vicar, there shall be paid to him one thousand five hundred dollars, besides the stipend of his curacy.

Article 11. There shall not be introduced any custom which shall require the inhabitants of California to make offerings, however pious they may be, although they may be termed necessary;

and neither time nor the will of the said inhabitants shall give them any force or weight whatever.

Article 12. The Government shall take effectual care that the Reverend Diocesan shall contribute, so far as he is concerned, to fulfill the objects of this law.

Article 13. The Supreme Government shall provide for the gratuitous transportation, by sea, of the new Curates that may be appointed and their families, and besides may give to each one, for his traveling by land, from four to eight hundred dollars, according to the distance and the number of his family which he brings.

Article 14. Government shall pay the traveling expenses of the religious (regulars) (religiosos) Missionaries who move; and that they may be accommodated on land as far as their colleges or convents, may give to each from two to three hundred dollars, and, at discretion, so much as may be necessary to such as have not sworn to support the independence, that they may leave the Republic.

Article 15. The Supreme Government shall pay the expenses arising under this law out of the products of the securities, capitals, and rents, which are regarded as the pious fund in the Missions of California.

August 17th, 1833.

EXHIBIT

- I -

(Halleck's Rep., Appendix No. 14;
1 Rockwell, 456; and from the end
of Art. 23d, Jones' Rep., Page 65)

GOVERNOR FIGUEROA'S PROVISIONAL RULES FOR THE SECULARIZATION
OF THE MISSIONS.

Article 1. The Governor, agreeable to the spirit of the law of the seventeenth August, 1833, and to the instructions which he has received from the Supreme Government, will, with the cooperation of the Prelates of the Missionary Priests, partially convert into pueblos the Missions of this Territory, beginning in the next month of August, and commencing at first with ten Missions, and afterwards with the remainder.

Article 2. The Missionary Priests will be exonerated from the administration of temporalities, and will only exercise the functions of their ministry in matters appertaining to the spiritual administration until the formal division of parishes be made, and the Supreme Government and Diocesan provide Curates.

Article 3. The Territorial Government will reassume the administration of temporalities in the directive part, according to the following bases.

Article 4. The Supreme Government will, by the quickest route, be requested to approve of these Provisional Regulations.

DISTRIBUTION OF PROPERTY AND LANDS.

Article 5. To every individual head of a family, and to all those above twenty-one years of age, although they have no family, a lot of land, whether irrigable or otherwise, of not exceeding four hundred varas square, nor less than one hundred, shall be given out of the common lands of the Missions; and in community a sufficient quantity of land shall be allotted them for watering their cattle. Common lands shall be assigned to each pueblo, and, when convenient, municipal lands also.

Article 6 One-half of the self-moving property (cattle) shall be distributed among the said individuals, in a proportionable and equitable manner, at the discretion of the Governor, taking as a basis the last accounts of all kinds of cattle presented by the Missionaries.

Article 7. One-half or less of the chattels, instruments, and seeds, on hand and indispensable for the cultivation of the ground, shall be divided proportionably among them.

Article 8. The remainder of all the lands, landed property, cattle, and all other property on hand, will remain under the care and responsibility of the Mayordomos, or other officers whom the Governor may name, at the disposal of the Supreme Federal Government.

Article 9. From the common mass of this property the subsistence of the Missionary Padres, the pay of the Mayordomos, and other servants, and the expenses of religious worship, schools, and other objects of policy and ornament, shall be provided.

Article 10. The Governor, having under his charge the direction of temporal affairs, will determine and regulate, according to circumstances, all the expenses necessary to be laid out, as well for the execution of this plan as for the conservation and augmentation of this property.

Article 11. The Missionary Minister will select the locality in the Mission which may best suit him for his own habitation and that of his servants and attendants; and he shall be furnished with the necessary furniture and implements.

Article 12. The library, sacred dresses, ornaments, and furniture, of the church, shall be put in charge of the Missionary Padre, under the responsibility of the person who acts as subscriber, and whom the Priest himself shall elect, and a reasonable salary be given for his troubles.

Article 13. General inventories shall be made of all property on hand in each Mission, with due separation and explanation of the different branches; of the books, debit and credit, and all kinds of papers; of the amount owing by and to the Missions; which document and account shall be forwarded to the Supreme Government.

POLITICAL GOVERNMENT OF THE PUEBLOS

Article 14. The political government of the pueblos shall be organized in perfect conformity with the existing laws; the Governor will give the necessary instructions to have Ayuntamientos established and elections made.

Article 15. The economical government of the pueblos shall be under the charge of the Ayuntamientos; but as far as regards

the administration of justice in contentious affairs, they will be subject to the primary Judges of the nearest towns constitutionally established.

Article 16. The emancipated Indians will be obliged to assist at the indispensable common labor which, in the opinion of the Governor, may be judged necessary for the cultivation of the vineyards, orchards, and corn-fields, which for the present remain undisposed of, until the resolution of the Supreme Government.

Article 17. Said emancipated Indians will render to the Missionary Priest the necessary personal service for the attention of his person.

RESTRICTIONS

Article 18. They cannot sell, burden, or alienate, under any pretext, the lands which may be given them; neither can they sell their cattle. Whatever contracts may be made against these orders shall be of no value; the Government will reclaim the property as belonging to the nation, and the purchasers shall lose their money.

Article 19. The lands whose owners shall die without heirs shall revert to the possession of the nation.

GENERAL ORDERS.

Article 20. The Governor will name such Commissioners as he may see fit to carry this plan and its incidents into effect.

Article 21. The Governor is authorized to resolve any doubt or matter which may arise relative to the execution of these regulations.

Article 22. Until these regulations be put in force the Reverend Missionary Padres are prohibited from slaughtering cattle in large quantities, except the common and ordinary number accustomed to be killed for the subsistence of the neophytes, without allowing any waste.

Article 23. The debts of the Mission shall be paid in preference, out of the common mass of the property, at the time and in the manner that the Governor shall determine.

That the fulfillment of this law may be perfect the following rules will be observed:

1st. The Commissioners, so soon as they shall receive their appointments and orders, shall present themselves at the respective Missions, and commence the execution of the plan, being governed in all things by its tenor and these regulations. They shall present their credentials respectively to the Priests under whose care the Mission is, with whom they shall agree, preserving harmony and proper respect.

2d. The Priests shall immediately hand over and the Commissioners receive the books of accounts and other documents relating to property claims, liquidated and unliquidated; afterwards, general inventories shall be made out, in accordance with the 13th Article of this regulation, of all property -- such as houses, churches, workshops, and other local things -- stating what belongs to each shop -- that is to say, utensils, furniture, and implements; then, what belongs to the homestead; after which shall follow those of the field, that is to say, property that grows, such as vines and vegetables, with an enumeration of the shrubs, if possible, mills, etc.; after that,

the cattle, and whatever appertains to them; but as it will be difficult to count them, as well on account of their number as for the want of horses, they shall be estimated by two persons of intelligence and probity, who shall calculate, as nearly as may be, the number of each species, to be inserted in the inventory. Everything shall be in regular form in making the inventory, which shall be kept from the knowledge of the Priests, and under the charge of the Commissioner or Steward; but there shall be no change of the order of the work and services, until experience shall show that it is necessary, except in such matters as are commonly changed whenever it suits.

3d. The Commissioner, with the Steward, shall dispense with all superfluous expense, establishing rigid economy in all things that require reform.

4th. Before he takes an inventory of articles belonging to the field, the Commissioner will inform the natives -- explaining to them with mildness and patience that the Missions are to be changed into villages, which will only be under the government of the Priests so far as relates to spiritual matters; that the lands and property for which each one labors are to belong to himself, and to be maintained and controlled by himself without depending on any one else; that the houses in which they live are to be their own, for which end they are to submit to what is ordered in these regulations, which are to be explained to them in the best possible manner. The lots will be given to them immediately, to be worked by them as the 5th Article of the regulations provides. The Commissioner, the

Priest, and the Steward, shall choose the location, selecting the best and most convenient to the population; and shall give to each the quantity of ground which he can cultivate, according to his fitness and the size of his family, without exceeding the maximum established. Each one shall mark his land in such manner as may be most agreeable to him.

5th. The claims that are liquidated shall be paid from the mass of property; but neither the Commissioner nor the Steward shall settle them without the express order of the Government, which will inform itself on the matter, and, according to its judgment, determine the number of cattle to assign to the neophytes, that it may be done, as heretofore, in conformity with what is provided in the 6th Article.

6th. The necessary effects and implements for labor shall be assigned in the quantities expressed by the 7th Article, either individually or in common, as the Commissioner and Priest may agree upon. The seeds will remain undivided, and shall be given to the neophytes in the usual quantities.

7th. What is called the priesthood shall immediately cease; the female children whom they have in charge being handed over to their fathers, explaining to them the care they should take of them, and pointing out their obligations as parents. The same shall be done with the male children.

8th. The Commissioner, according to the knowledge and information which he shall acquire, shall name to the Government, as soon as possible, one or several individuals, who may appear to him suitable and honorable, as Stewards, according to the provisions of the 8th Article, either from among those who

now serve in the Missions or others; he shall also fix the pay which should be assigned them, according to the labor of each Mission.

9th. The settlements which are at a distance from the Missions, and consist of more than twenty-five families, and which would desire to form a separate community, shall be gratified; and the appropriation of lands and other property shall be made to them as to the rest. The settlements which do not contain twenty-five families, provided they be permanently settled where they now live, shall form a suburb, and shall be attached to the nearest village.

10th. The Commissioner shall state the number of souls which each village contains, in order to designate the number of municipal officers, and cause the elections to be held, in which they will proceed conformably, as far as possible, to the law of June 12, 1830.

11th. The Commissioners shall adopt all executive measures which the condition of things demands, giving an account to the Government, and shall consult upon grave and doubtful matters.

12th. In everything that remains, the Commissioners, the Priests, Stewards, and natives, will proceed according to the provisions of the regulation.

JOSE FIGUEROA.

Augustin V. Zamorano, Secretary.

Monterey, August 9, 1834.

EXHIBIT

- J -

REGULATIONS OF THE MISSIONS WHICH HAD BEEN
SECULARIZED, NOVEMBER 3d, 1834.

(Halleck's Rep. App. 15;
Jones's Report, page 60,
No 10; 1 Rockwell, 461.)

In the extraordinary session of the most excellent California deputation held in Monterey on the 3d of November, 1834, the following regulations were made respecting the mission which had been secularized, agreeably to the supreme order of the 17th August, 1833, and the provisional regulations of Governor Figueroa of the 9th Aug. 1834:

Article 1. In accordance with the 2d article of the law of the 17th August, 1833, the amount of \$1,500 per annum is assigned to the priests who exercise the functions of parish priests in the curacies of the first class, and \$1,000 to those of the second class.

Article 2. As curacies of the first class shall be reputed San Diego, San Dieguito, San Luis Rey, Las Flores, and ranches annexed; San Gabriel and Los Angeles; Santa Barbara, the mission and presidio annexed; San Carlos, united to Monterey; Santa Clara, joined to San Jose de Guadalupe, and San Jose, San Francisco Solano, San Rafael, and the colony. And the following shall be reputed of the second class: San Juan Capistrano, San Fernando, San Buenaventura, San Ynes and la Purisima, San Luis Obispo, San Miguel, San Antonio and La Solidaridad, San Juan Bautista, Santa Cruz, San Francisco de Assis, and the presidio.

Article 3. Agreeably to the 8th and 9th articles of said law, the reverend father commissary prefect, Father Francisco Garcia Diego, shall establish his residence in the capital, and the governor (goefe politico) shall request the reverend diocesan to confer upon said prelate the faculties appertaining to a foraneous vicar. He shall enjoy the salary of \$3,000 assigned to him by said law.

Article 4. The foraneous vicar and the curates shall be judged, in all other respects, by said law of the 17th August, 1833.

Article 5. Until the Government can furnish permanent parish priests, the respective prelates of the missionaries (religions) shall do so provisionally, with the approbation of the governor.

Article 6. With respect to article 6th of said law, the \$500 per annum shall be paid for public worship and for servants in each parish.

Article 7. From the common stock of the property of the extinguished (suppressed) mission, the salaries of the foraneous vicar, the curates, and for religious worship, shall be paid either in cash (should there be any) or in produce or other articles at current prices. The governor will give the necessary orders to have this carried into effect.

Article 8. The 17th article of the provisional regulations of secularization, which imposed upon Indians the duty of giving personal service to the priests, is annulled.

Article 9. With respect to the 7th article of said law, the governor will order localities to be appointed for the habitation of curates, for the court house, schools, public

establishments, and workshops.

Article 10. The other matters to which the observations of the reverend padre, Fr. Narcisco Daran, extend, as they are of easy resolution, will be settled by the governor, who is authorized to do so by the provisional regulations.

Article 11. This law, together with the opinion of the committee appointed to examine the above rations of Padre Daran on the provisional regulations, shall be communicated to the prelates for them to make it known to their subordinates.

Article 2, (addition to). The curacies which embrace two or more inhabited places will recognise the first one mentioned as the principal, and there the parish priest will reside, and in San Diego and Santa Barbara the missions will be the places of residence.

E X H I B I T

"N" Series

(1)

Book 2, Page 258, Los Angeles County Record
of Deeds, Etc.

DEED LOS ANGELES CITY. S. C. FOSTER TO J. W. GAYLORD.

---oOo---

INDENTURE made this fourth day of September in the year one thousand eight hundred and fifty four, in the City and County of Los Angeles and State of California, Between Stephen C. Foster Mayor of the City aforesaid, acting for and behalf of the corporation known as the Mayor Recorder and County council of the city of Los Angeles and in accordance with an ordinance concerning vacant municipal city lands, approved August 13th 1852 and a resolution of the Common Council at its session of June 23d 1854, party of the first part and James W. Gaylord, resident of the city aforesaid, party of the Second part, WITNESSETH as follows, that in consideration of the sum of two dollars, duly paid by the party of the second part, to the use and benefit of the city aforesaid and the putting on the premises herein after described improvements to the value of Two Hundred Dollars, has bargained and sold and by these presents doth grant, convey, and quit claim, unto the party of the second part, all the right, title, interest, claim and demand, both in law and equity, and as well in possession as in expectancy of the corporation aforesaid, in and to all that certain piece and parcel of land,

lying and being to the south east side of the City on the East side of the river, bounded and described as follows: beginning at the North east corner adjoining the land occupied by Martin Lelong, and running west to the river on the line of the north line of the line now owned by said Gaylord, two hundred and fifty yards, more or less, thence south, on the East bank of the river, as it formerly ran, three hundred and fifty yards more or less to land claimed by Thomas Rubio; thence on the line of said Rubio north easterly two hundred yards to land of said Gaylord; thence northerly on the line of the land of said Gaylord, three hundred yards more or less to the point of beginning, as is set forth in the draft hereunto annexed and containing fifteen acres of land more or less, together with all and singular the hereditaments and appurtenances thereunto belonging subject to the conditions of the Ordinance of August 13th 1854 aforesaid.

IN WITNESS WHEREOF the said party of the first part has hereunto set his official signature and the Seal of the Corporation aforesaid in the place and on the day and year just above written.

Stephen C. Foster

Mayor

(S E A L)

Duly verified.

EXHIBIT

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Stephen C. Foster

Mayor

(S E A L)

Duly verified.

E X H I B I T

"H" Series
(2)

Book 4, Page 58, Los Angeles County Records
of Deeds, Etc.

City of Los Angeles,)

to)

M. L. Goodman)

This indenture made this Twenty-fifth day of November in the year 1856 in the City and County of Los Angeles and State of California between the Corporation known as "The Mayor and Common Council of the City of Los Angeles" party of the first part and Morris L. Goodman party of the second part, WITNESSETH: That the said party of the first part for and in consideration of his having purchased the following described Lots or parcels of land from the aforesaid City of Los Angeles on the 13th day of March, A. D. 1850 for the sum of \$453. Four Hundred and Fifty Three Dollars and now holding the certificates of sale as evidence of title for the same and in Conformity to the laws and ordinances of said City and the acts of the said Common Council authorizing the same has bargained sold, and, by these presents doth grant convey and quit claim unto the said party of the second part his heirs and assigns forever all the right title claim and demand both in law and equity as well as in expectancy as in possession of the said party of the first part in and to all that certain tracts or parcels

of land situated lying and being in the City and County of Los Angeles, known on the map of the aforesaid City of Los Angeles surveyed by E. O. C. Ord as Lot No. (6) in Block No. (9) Lot No. (4) in Block (13) Lot No. (6) in Block (13) Lot No. (7) in Block (9) Lot No. (1) in Block (13) The certificates of Purchases being made a part of this deed. Together with all and singular the tenements and appurtenances thereunto belonging. To have and to Hold the same unto the party of the second part the Mayor of the said City of Los Angeles to sign his name for and in behalf of the said Mayor and Common Council of the City of Los Angeles and to affix thereto the seal of the corporation aforesaid which is done the day and year first above written.

(S E A L)

John G. Nichols Mayor

DULY VERIFIED:

E X H I B I T

"N" Series

(3)

Book 2, Page 29, Los Angeles County Records
of Deeds, Etc.

DEED - S. C. Foster Mayor, to Mariano Ruiz.

KNOW ALL MEN BY THESE PRESENTS That I Stephens C. Foster, Mayor of the aforesaid City for and in consideration of the sum of Ten Dollars, to them paid by Mariano Ruiz, the receipt whereof is hereby acknowledged and of improvements to the value of Two Hundred Dollars, placed upon the land hereinafter described by the aforesaid Mariano Ruiz, within one year from the date of his certificate of possession, as appears from the certificate of the Committee on lands, now filed in my office, all in virtue of and in accordance with the provisions of an "Ordinance concerning municipal lands" passed August 13th A. D. 1852, have conveyed remised and sold and by these presents do convey remise and sell to Mariano Ruiz all that certain part and parcel of land, situated on the East side of the river of Los Angeles, in front of the City of the same name, bounded and described as follows, to-wit: Commencing at a stake on the East side of the Bank of the Mill race of T. Rors; thence running W. 45° E. 15 chains 85 links to a stake on the South East side of the Cienega, thence S. 53 3/4° E. 6 chains 28 3/5 links across the San Gabriel road to the high ground to a stake, thence parallel with said road S. 45° W. 16 chains 37 links to another stake, thence W. 49° W. 6

chains 22 7/10 links to the point of beginning, containing ten acres, as is also set forth in the Copy of the plat that accompanies this to have and to hold the said Mariano Ruiz his assigns and heirs forever, all the aforesaid piece and parcel of land, together with all the tonements and hereditaments situated on the aforesaid land, subject always to all the easements on the said land that existed at the time of executing this conveyance.

In testimony of the foregoing I hereunto affix my official Signature, and the Seal of the Corporation of the City of Los Angeles, in the aforesaid City, this twenty eighth day of July A. D. one thousand eight hundred and fifty four.

DULY VERIFIED:

E X H I B I T

"N" Series

(4)

Book 10, Page 443, Los Angeles County Records
of Deeds, Etc.

50¢ Revenue Stamp 50¢

This indenture, made this ninth day of September in the year 1868, in the City and County of Los Angeles and State of California, between the corporation known as "the Mayor and Common Council of the City of Los Angeles" party of the first part and John Shumacher party of the second part.

Witnesseth, that the said party of the first part for and in consideration of three hundred and ninety three Dollars, Gold Coin of the United States of America the receipt whereof is hereby acknowledged, and in conformity to the laws and ordinances of said city and the acts of said Common Council authorizing the same has bargained, sold, and by these presents, does grant convey and quit claim unto the said party of the second part his heirs and assigns forever all the right title claim and demand both in law and equity as well as in expectancy as in possession of the said party of the first part in and to all that certain piece or Lots of land situated lying and being in the city and county of Los Angeles, Lot Ten (10) Block A; also Lots Six (6) and Eleven (11) in Block B; also Lots two (2) and three (3) in Block D known as such on the Official Map of the City of Los Angeles together with all and

singular the tenements and appurtenances thereunto belonging, to have and to hold the same unto the party of the second part and to his heirs forever.

In testimony whereof the party of the first part has authorized Cristoval Aguiar the Mayor of the said City of Los Angeles to sign his name for and in behalf of the said Mayor and Common Council of the City of Los Angeles and to affix thereto, the seal of the corporation aforesaid which is done the day and year first above written.

C. Aguilar, Mayor

S E A L

DULY VERIFIED:

THIS INSTRUMENT, made and entered into this 30th day of July, one thousand nine hundred and one, by and between the San Diego Water Company, a corporation organized and existing under and by virtue of the laws of the State of California, the party of the first part, and the City of San Diego, a municipal corporation organized and existing under and by virtue of the laws of the State of California, the party of the second part.,

WITNESSETH:

The said party of the first part for and in consideration of the sum of Five Hundred Thousand (\$500,000) Dollars, to be paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the said party of the second part, the entire system of waterworks and property appurtenant thereto of the said party of the first part, used by it in supplying water to the City of San Diego and its inhabitants, including the entire distributing system, reservoirs, all pipe laid and in place, all gates, taps, including stop cocks and stop cock boxes, all meters, fittings, specials, and castings in place and forming a part of said system of water works; also all rights of way for pipe lines, all pumps and pumping machinery in place, and pumping plants, pump houses, wells, tunnels, flumes, aqueducts, and conduits forming any part or portion of said system of water works, and now in use in supplying said City and its inhabitants with water; also all real estate now being used for rights of way, reservoir sites, and well sites, or for any other purpose, as a part of said system of water works in any manner whatsoever, directly or indirectly, in furnishing water to said City and its inhabitants, including all land and rights in and to the land in Mission Valley in said City, used in connection with said system of water works, or water rights in and to, or upon land in Mission Valley and the right to take water therefrom; also all other property whether real, personal or mixed, of every name and nature whatsoever, which forms a part or portion of said system of water works, or is now used in connection therewith in furnishing water to the said City of San Diego and its inhabitants, including that certain real property, reservoirs, water rights, and rights of way situate, lying and being in the City of San Diego, County of San Diego, State of California, and more particularly described as follows, to-wit:

Lot three (3) in Block four hundred and twenty (420), and Block four hundred and forty (440) of Old San Diego, and Pueblo Lot eleven hundred and two (1102), and all that part of streets condemned in the case of the San Diego and Coronado Water Company vs. Santee, et al., entered December 17th, 1886, in the Superior Court of the County of San Diego, State of California, together with all pumping works and wells situate thereon, and appurtenances thereon and thereunto belonging.

Also all that part of Lot one (1) in Block four hundred and forty-seven (447) of said Old San Diego particularly described as follows, to-wit: Commencing at a point situate on the line of Mason Street forty (40) feet from the corner of said Lot one (1) in Block four hundred and forty-seven (447) of said Old San Diego, thence to the east corner of said Lot, thence to the south corner of said lot, thence to the west corner of said lot, and thence to the point of commencement, which piece of land is on the exhibit, filed with the complaint in the case entitled

The San Diego and Coronado Water Company vs. Milton Santee et al, numbered eight hundred and ninety-three in the Superior Court of the County of San Diego, State of California, marked "D", also that portion of Lot three (3) in the said block numbered four hundred and forty-seven (447) of Old San Diego described as follows, to-wit:

Commencing at the west corner thereof, thence to the south corner thereof, thence ninety (90) feet along the south east boundary line of said lot and thence to the point of commencement, which piece of land is on the said Exhibit in said case marked "E"; and all of Lot four (4) in said Block four hundred and forty-seven (447) of said Old San Diego; and Lots two (2), three (3) and four (4) in Block four hundred and forty-eight (448) of said Old San Diego; and Lot one (1) in Block four hundred and sixty-seven (467) of said Old San Diego, together with the reservoir situated thereon and the appurtenances thereon, or thereunto belonging.

Also four (4) acres of land situate on the easterly line of Pueblo Lot numbered Eleven hundred and four (1104) and particularly described as follows, to-wit: Commencing at the south easterly corner of Pueblo Lot Eleven hundred and four (1104), according to Poole's map of the Pueblo lands of the said City of San Diego, running thence in a northerly direction along the easterly line of said Pueblo Lot Eleven hundred and four (1104) twenty (20) chains, thence at right angles westerly two (2) chains, thence southerly parallel to the easterly line of said Pueblo Lot Eleven hundred and four (1104) twenty (20) chains to the southerly line of said Pueblo Lot Eleven hundred and four (1104), thence at right angles in an easterly direction along said southerly line to the place of beginning, together with all pumping plants, wells or appurtenances thereon or thereunto belonging.

Also one (1) acre of land situate in the south west corner of Pueblo Lot 102, particularly described as follows, to-wit: commencing at the south west corner of said Pueblo Lot One Hundred and two (102), thence running northerly two hundred and eight and fifty-six one hundredths (208.56) feet along the boundary line between said Pueblo lot numbered sixty-six (66), thence running at right angles easterly two hundred and eight and fifty-six one hundredths (208.56) feet, thence running at right angles southerly two hundred and eight and fifty-six one hundredths (208.56) feet, thence running at right angles westerly to the point of beginning, together with the reservoir situate thereon, and the appurtenances thereon or thereunto belonging.

Also that certain parcel of land in said City described as follows, to-wit: Beginning at the north westerly corner of Pueblo Lot one hundred and ninety (190), thence running easterly six hundred and sixty (660) feet more or less, along the northerly line of said Pueblo Lot one hundred and ninety (190) to the easterly line of the north west quarter of said Pueblo Lot one hundred and ninety (190), thence running southerly along the last described line one hundred and thirty-two (132) feet, thence running westerly six hundred and sixty (660) feet more or less parallel to the northerly line of said Pueblo Lot one hundred and ninety (190) to the westerly line of said Pueblo Lot one hundred and ninety (190), thence running northerly along the said westerly line one hundred and thirty-two (132) feet to the place of beginning, except a strip of land thirty (30) feet in width off from the westerly end of said Pueblo Lot one hundred and ninety (190) reserved for a public highway, together with the reservoir situate thereon and appurtenances thereon or thereunto belonging.

Also Block One Hundred and twenty-two (122) of University Heights, together with the reservoir and appurtenances situate thereon or thereunto belonging. Also Lot four (4) in Block four hundred and sixty-four (464) lot four (4) in block five hundred and forty-four (544), lot three (3) in block four hundred and forty-nine (449) of Old San Diego; also lots one (1), two (2), three (3) and four (4) in Block two hundred and thirteen (213) of Middletown; also lots twenty-five and twenty-six (26) in Block ninety-one (91) of Horse's Addition to said City.

Also all water rights on lands in Mission Valley, including all rights which said first party has to enter upon said land and to sink wells thereon, and to take and use water therefrom, and all rights whatsoever of the said party of the first part in and to the following described lands in Mission Valley, to-wit:

Pueblo lots eleven hundred and three (1103), eleven hundred and six (1106), eleven hundred and seven (1107), eleven hundred and eight (1108), eleven hundred and nine (1109), and eleven hundred and twenty (1120), together with all wells, pumps, pumping machinery and appliances thereon, and all appurtenances thereon or thereunto belonging; also all rights to the flow of the stream arising by virtue of the filing of a notice of appropriation and the appropriation of the water of the San Diego River, including all rights and privileges acquired by the said party of the first part in, to or under that certain notice of appropriation of the water of the San Diego river in the City of San Diego, California filed in the County Recorder's office in the County of San Diego, State of California, on the fifteenth (15th) day of November, 1899, and recorded in Book 3 of Miscellaneous Records at page 316 of the records in said Recorder's office; also all rights and privileges acquired by the said party of the first part, in, to or under that certain notice of appropriation of the water of the San Diego river in the City of San Diego, California, filed in the County Recorder's

office in the County of San Diego, State of California, on the 27th day of November, 1889, and recorded in Book 3 of Miscellaneous Records at page 317 of the records in said Recorder's office; also all rights and privileges acquired by the said party of the first part, in, to or under that certain notice of appropriation of the water of the San Diego river in the City of San Diego, California, filed in the County Recorder's office in the County of San Diego, State of California, on the 25th day of March, 1889, and recorded in Book 3 of Miscellaneous Records at page 269 of the records in said Recorder's office; also all rights and privileges acquired by the said party of the first part in, to or under that certain notice of appropriation of the water of the San Diego river in the City of San Diego, California, filed in the County Recorder's office of the County of San Diego, State of California, on the 25th day of March, 1889, and recorded in Book 3 of Miscellaneous Records at page 321 of the records of said Recorder's office.

Also all rights of way for pipe lines, licenses or privileges which said party of the first part has exercised or used, or has the right to exercise or use, in laying or to lay or maintain pipes, flumes, or conduits of every description whatsoever, through or upon any lands in the said City of San Diego. It being the intention of the said party of the first part to convey to the said party of the second part all the real property, and the rights in, to or upon the same in the said City of San Diego, California, used by the said party of the first part in connection with its said system of water works, or forming any part or portion thereof, acquired by the said party of the first part, by conveyance, decree of court, or any other instrument in writing, and to convey all the right, title and interest, and estate the said party of the first part has in or to any other real property used by it in connection with or forming any part or portion of its said system of water works which has not been acquired by the said party of the first part by a conveyance, decree of court, or other instrument in writing.

The said pumping plants which the said party of the first part hereby sells and conveys to the said party of the second part and which form a part of its said system of water works, consist, among other property, of the following property:

Main Pumping Station at Old Town.

- One Holly-Gaskill horizontal compound pumping engine No. 6;
- One Holly-Gaskill horizontal compound pumping engine No. 2;
- One Deane duplex boiler feed pump;
- One Worthington duplex air pump;
- One Snow steam bilge pump;
- One Wheeler independent surface condenser No. 1777 with air, steam and water circulating pump combined;
- One horizontal 60 horse power tubular boiler 16 feet by 54 inches, containing 66 tubes, three inches in diameter;
- Two horizontal 90 horse power tubular boilers, 16 feet by 60 inches, containing 60 tubes 3 1/3 inches in diameter.
- One horizontal 100 horse power tubular boiler, 16 feet by

60 inches, containing 94 tubes 3 inches in diameter.

One feed water heater 16 feet high, and two large boiler iron tanks for storage of crude oil.

Also these certain auxiliary plants including the following pumps and pumping machinery, to-wit:

Auxiliary Plant No. 1., located on Pueblo Lot numbered eleven hundred and four (1104) consisting of twenty-eight (28) drive wells, and one No. 5 Krogh centrifugal pump.

Auxiliary Plant No. 2, located on Pueblo Lot numbered eleven hundred and six (1106), consisting of twenty-five drive wells, and one 8 horse power Dayton gasoline engine, and one No. 5 Krogh centrifugal pump.

Auxiliary Plant No. 3, located on Pueblo Lot numbered eleven hundred and six (1106) consisting of twenty-eight (28) drive wells and one 20 horse power Hercules gasoline engine, and one No. 6 Syracuse centrifugal pump.

Auxiliary Plant No. 4, located on Pueblo Lot numbered eleven hundred and seven (1107), consisting of one open well, timbered 10 feet by 10 feet and 33 feet deep; one 11 horse power Dayton gasoline engine, and one No. 5 Krogh centrifugal pump.

Auxiliary Plant No. 5, consisting of 33 drive wells, two open timbered wells, one open well 10 feet by 10 feet and 42 feet deep; one open well 5 feet by 5 feet and 33 feet deep; one 20 horse power Dayton gasoline engine, and one No. 6 Jackson centrifugal pump. Located on Pueblo Lot numbered eleven hundred and nine (1109).

Auxiliary Plant at "Costas Well", located on Pueblo Lot numbered eleven hundred and two (1102), consisting of one 6 horse power Hercules gasoline engine, and one No. 4 Sterne Bros. centrifugal pump.

Auxiliary Plant located at Point Loma, consisting of one Worthington horizontal compound pump, and one 40 horse power horizontal tubular boiler 24 inches by 12 feet.

Also all rights of way for pipe lines, licenses, or privileges which said party of the first part has exercised or used to lay or maintain pipes through or upon any lands in the said City of San Diego; it being understood that as to such rights of way, licenses, or privileges the said party of the first part hereby conveys all such rights as it has acquired by conveyance, use or otherwise.

And the said party of the first part for the consideration above mentioned hereby grants, bargains, sells and conveys unto the said party of the second part all tools, machinery, implements, materials on hand, wagons, horses, harness, feed on hand, and all other personal property now owned and used by the first party or held for use by the first party in the operation and maintenance of its said system of water works.

It is agreed that the following described real estate is not used or held for use in the operation or maintenance of said water works and does not form any part of the water works of the

... party, and is not hereby conveyed, to-wit:
Lots J, K and L, and the east ten (10) feet of Lots A and B in Block Two hundred and forty-two (242) of Horton's Addition to the City of San Diego.

Also Lots twenty-nine (29) and thirty (30) in Block one hundred and thirty-three (133) in Manassas and Schiller's Addition to the City of San Diego.

Blocks three hundred and sixty-three (363), four hundred and seventy (470), four hundred and ninety-eight (498) and Lot one (1) in Block four hundred and forty-six (446) of the San Diego.

The public lots herein designated or mentioned are according to the map made by James Pascoe and on file in the office of the City Clerk of said City, and also on file in the office of the Recorder of said County.

The blocks herein designated or mentioned in Old San Diego are according to the map made by Charles H. Poole on file in the office of the City Clerk of said City.

The block herein designated or mentioned in Manassas and Schiller's Addition to San Diego is according to the map of said Addition on file in the office of the Recorder of said County.

The blocks herein designated or mentioned in Horton's Addition to the said City of San Diego is according to the map thereof made by E. L. Lockling on file in the office of the County Recorder of the said County of San Diego, State of California.

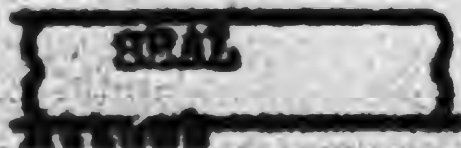
The block herein designated and mentioned in Middletown is according to the map thereof made by J. E. Jackson and on file in the office of the County Clerk of the said County of San Diego, State of California.

Together with all undesignated, the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining and the reversions and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD unto the said party of the second part its successors and assigns forever.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be executed and its corporate name and seal to be hereunto affixed by its President and Secretary, who have thereunto been duly authorized by resolution of its Board of Directors, the day and year first above written.

San Diego Water Company



By H. C. Healy
President.

Walter Cannon
Secretary

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO. } ss.

On this 31st day of July, A. D. 1901, before me A. L. Reas, a Notary Public in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared N. C. Healion, personally known to me to be the President of the San Diego Water Company, the corporation that executed the within instrument, and Walter Garnea, personally known to me to be the Secretary of said corporation, and they and each of them acknowledged to me that such corporation executed the same.

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

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

SEAL.

CERTIFIED COPY OF DEED ON PAGE 68,

BOOK "A" RECORDS OF DEEDS,

SAN DIEGO COUNTY.

Deed from Joshua H. Bean Alcalde to Adolphus Savin.

KNOW ALL MEN BY THESE PRESENTS, : That I, Juan Maria Marron Alcalde of the Town of San Diego, in the State of California a by virtue of the authority in me vested for and in consideration of the sum of Two Hundred and Five (205) Dollars to me in hand paid by Adolphus Savin, the receipt whereof is hereby acknowledged and confessed, have granted, bargained, sold, released and quit claimed, and by these presents do grant, bargain, sell, release and quit-claim unto the said Adolphus Savin all that certain lot or piece of ground situated, lying and being within the limits of the Town of San Diego aforesaid, and known and described as lot Number Three (3) in Block Sixteen (16) as designated upon the plat of Beach lots of said Town, as drawn by Lieutenant Cave J. Coutts of the United States Army and filed in the office of the Alcalde aforesaid. Together with all and singular the ways, waters, water courses, rights, liberties, privileges and hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, claim, property and demand whatsoever of the said Town of San Diego aforesaid in law or equity of, in and to the same.

TO HAVE AND TO HOLD the said described lot hereby granted with the appurtenances unto the said Adolphus Savin, his heirs and assigns forever.

IN WITNESS WHEREOF I have hereunto set my hand and seal at San Diego aforesaid this Second day of February, A. D., One Thousand and Eight Hundred and Fifty (\$850).

Signed, Sealed and delivered in presence of

J. H. BEAN, Alcalde of San Diego, successor of Juan Maria Marron

The words "February" and "Fifty" being first inserted.

THOS. W. SUTHERLAND, W. C. FERRELL.



Record for record Feb'y, 15th, 1850 at 3 P. M.

THOS. W. SUTHERLAND,

Regt Dist San Diego.

CERTIFIED COPY OF DEED ON PAGE 105

IN BOOK "B", RECORD OF DEEDS

SAN DIEGO COUNTY.

Deed of J. H. Bean Alcalde to Maj. S. P. Heintzelman:

KNOW ALL MEN BY THESE PRESENTS that I, Joshua H. Bean Alcalde of the Town of San Diego in the State of California by virtue of the authority in me vested for and in consideration of the sum of Twenty five Dollars to me in hand paid by Samuel P. Heintzelman of the U. S. Army, the receipt whereof is hereby acknowledged, have granted, bargained, sold released and quit claimed and by these presents do grant, bargain, sell release and quit claim unto the said Samuel P. Heintzelman and to his heirs and assigns all those certain lots or pieces of ground situated within the limits of the Town of San Diego aforesaid and known and described as lots number Four (4) of Block number Forty (40) and Lot number Three (3) of Block number Forty one (41) as indicated upon the plat of the Beach lots of San Diego aforesaid as drawn by Lieutenant Cave J. Cousts of the United States Army and filed in the office of the Alcalde aforesaid.

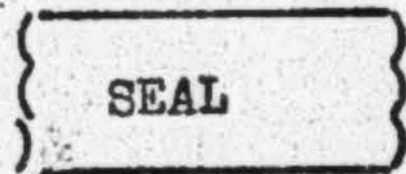
Together with all and singular the ways, waters, rights, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and all the estate, right, title, and interest of the said Town of San Diego in law or equity of in or to the same.

TO HAVE AND TO HOLD the aforesaid premises hereby granted with the appurtenances unto the said Samuel P. Heintzelman his heirs and assigns forever.

IN WITNESS WHEREOF I have hereunto set my hand and seal at San Diego aforesaid this Thirteenth day of June A. D., One Thousand Eight Hundred and Fifty.

J. H. BEAN, Alcd
San Diego

Signed, sealed and delivered
in presence of Thos W. Sutherland
Charles Haraszthy.



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

On this Thirteenth day of June A. D. 1850 personally appeared before me District Judge in and for said County Joshua H. Bean Alcalde of the Town of San Diego aforesaid known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same as Alcalde as aforesaid freely and voluntarily and for the uses and purposes therein mentioned.

O. S. WITHERBY, Judge (LS)
1st Judicial District California

Rec'd for record the 15th day of June 1850
1 O'clock P. M. Henry C. Matsell Rdr
per Charles Haraszthy, Deputy.

CERTIFIED COPY OF DEED ON PAGE 105

IN BOOK "B", RECORD OF DEEDS

SAN DIEGO COUNTY.

Deed of J. H. Bean Alcalde to Maj. S. P. Heintzelman:

KNOW ALL MEN BY THESE PRESENTS that I, Joshua H. Bean Alcalde of the Town of San Diego in the State of California by virtue of the authority in me vested for and in consideration of the sum of Twenty five Dollars to me in hand paid by Samuel P. Heintzelman of the U. S. Army, the receipt whereof is hereby acknowledged, have granted, bargained, sold released and quit claimed and by these presents do grant, bargain, sell release and quit claim unto the said Samuel P. Heintzelman and to his heirs and assigns all those certain lots or pieces of ground situated within the limits of the Town of San Diego aforesaid and known and described as lots number Four (4) of Block number Forty (40) and Lot number Three (3) of Block number Forty one (41) as indicated upon the plat of the Beach lots of San Diego aforesaid as drawn by Lieutenant Cave J. Couets of the United States Army and filed in the office of the Alcalde aforesaid.

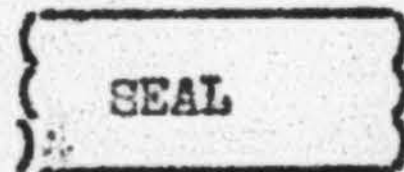
Together with all and singular the ways, waters, rights, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and all the estate, right, title, and interest of the said Town of San Diego in law or equity of in or to the same.

TO HAVE AND TO HOLD the aforesaid premises hereby granted with the appurtenances unto the said Samuel P. Heintzelman his heirs and assigns forever.

IN WITNESS WHEREOF I have hereunto set my hand and seal at San Diego aforesaid this Thirteenth day of June A. D., One Thousand Eight Hundred and Fifty.

J. H. BEAN, Alcd
San Diego

Signed, sealed and delivered
in presence of Thos W. Sutherland
Charles Haraszthy.



STATE OF CALIFORNIA }
 } SS.
COUNTY OF SAN DIEGO }

On this Thirteenth day of June A. D. 1850 personally appeared before me District Judge in and for said County Joshua H. Bean Alcalde of the Town of San Diego aforesaid known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same as Alcalde as aforesaid freely and voluntarily and for the uses and purposes therein mentioned.

O. S. WITHERBY, Judge (LS)
1st Judicial District California

Rec'd for record the 15th day of June 1850
1 O'clock P. M. Henry C. Matsell Rd'r
per Charles Haraszthy, Deputy.

CERTIFIED COPY OF DEED ON PAGE 303,

BOOK #14 OF DEEDS,

SAN DIEGO COUNTY.

This indenture made the Twelfth day of September in, ^{the} year of our Lord One Thousand Eight Hundred and Seventy One.

Between James McCoy, the President and Trustee, and A. B. McKean and W. S. McLellan, Trustees of and for the City of San Diego in the County of San Diego in the State of California, parties of the first part, and Francis R. Meyer, of the City, County and State aforesaid, the party of the second part, Witnesseth, that whereas, the President and Trustees, by vote of the duly qualified ^{elect} of the said City of San Diego, at an election for that especial purpose, held in said City on the 25th day of May, A. D., 1868, in pursuance of an Act of the Legislature of the State of California, entitled "An act to repeal the Charter of the City of San Diego, and to create a board of Trustees" approved January 30th, 1852, were directed, authorized and empowered to sell Pueblo of City lands, the property of said City, and whereas, on the Third day of August, A. D., 1871, the said President and Trustees, in compliance with said vote and said Act of the Legislature, sold to said party of the second part, the land and premises herein described, for the sum of Ten (10) Dollars in Gold coin of the United States of America, being at the price of dollar and cents per ; and the said party of the second part has fully paid said sum of Ten (10) Dollars into the treasury of said City; Now therefore the President and Trustees of the City of San Diego parties of the first part, for and on behalf of said City, by virtue of the power and authority in them vested by law, and for and in consideration of the sum of Ten (10) Dollars in Gold coin of the United States to them in hand paid for the said City by the said party of the second part, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, have given, granted, bargained and sold released and quit-claimed and by these presents do grant, give, bargain and sell release and quit-claim unto the said party of the second part his heirs and assigns forever, all the right, title, interest estate and claim whatsoever of the said City of San Diego, of in or to the following described piece or parcel of submerged and overflowed land situate in the said City, and within the limits of the Pueblo lands of the said City and more particularly described as follows, to wit: Lot lettered "E" in Block No. Ninety (90) being fifty feet in front by one Hundred (100) feet in depth, also Block No Nine Hundred and Eighty six (986) Two Hundred and seventy five (275) feet in width by Three hundred and seventy five (375) feet in depth as per survey of these overflowed lands adopted by the Board of Trustees of the City of San Diego March 11th, 1871 & According to the official map of said lands made by James Pascoe, County Surveyor, and on file in the Office of the said Board of Trustees,

Together with all and singular, the ways, waters, water courses, rights, privileges, tenements, hereditaments and appurt-

enances thereunto belonging or in any wise appertaining. To have and to hold all and singular the above described premises, unto the said party of the second part, his heirs and assigns forever, as fully and absolutely as we, the said President and Trustees, may or can, by virtue of the power in us vested, convey the same. In testimony whereof, the President and Trustees aforesaid have hereunto set their hands and affixed the Corporate Seal of the aforesaid City of San Diego the day and year first herein above written.

JAMES MCCOY,
President & Trustee,

A. B. MCKEAN,
Trustee,

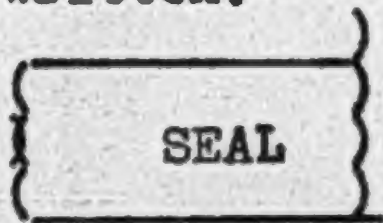
W. S. MCLELLAN,
Trustee.

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

On the twenty eighth day of September, A. D., one thousand eight hundred and seventy one, before me, T. S. Moore, a Notary Public in and for the County of San Diego, personally appeared the within named James McCoy, the President and Trustee, and A. B. McKean and W. S. McLellan, Trustees of the City of San Diego, whose names are subscribed to the annexed instrument as parties thereto, personally known to me to be the same person described in and who executed the said annexed instrument as parties thereto, who each for himself duly acknowledged to me that they as such Trustees executed the same freely and voluntarily and for the uses and purposes therein mentioned.

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

T. S. MOORE,
Notary Public.



Filed for record October 4th, 1871 at 12 h 7 m P. M.,
and recorded October 13th, 1871 at 5 h P. M., at the request of
Francis R. Meyer.

CHALMERS SCOTT,
County Recorder,
By GEORGE B. HENSLEY, Deputy.

CERTIFIED COPY OF DEED ON PAGE 406.

IN BOOK #18, RECORD OF DEEDS,

SAN DIEGO COUNTY.

U.S.I.R. }
stamp 50¢ }
cancelled. }

This indenture, made this Twelfth day of September, in the year of our Lord One Thousand eight Hundred and Seventy one (1871) between James McCoy the President and Trustee & A. B. McKean and W. S. McLellan, Trustees of and for the City of San Diego, in the County of San Diego, State of California, parties of the first part, and William B. Burns of the City, County and State aforesaid, the party of the second part, WITNESSETH, That, whereas, the President and Trustees, by vote of the duly qualified electors of the said City of San Diego, at an election for that especial purpose held in said City on the 25th day of May, A. D., 1868, in pursuance of the provisions of an Act of the Legislature of the State of California entitled "An Act to repeal the Charter of the City of San Diego, and to create a Board of Trustees" approved January 30th 1853, were directed, authorized and empowered to sell Pueblo or City lands, the property of said City, and whereas, on the Third day of September, A. D., 1871, the said President and Trustees, in compliance with said vote and said Act of the Legislature, sold to said party of the second part, the land and premises hereinafter described, for the sum of Twenty-five ~~(25)~~ ^(\$25.00) Dollars, in Gold coin of the United States of America, being at the price of dollar and twenty five (25¢) cents per acre; and said party of the second part has fully paid said sum of Twenty five ^(\$25.00) Dollars into the Treasury of said City; Now, therefore, the President and Trustees of said City of San Diego, parties of the first part, for and on behalf of said City, by virtue of the power and authority in them vested by law, and for and in consideration of said sum of Twenty five ^(\$25.00) Dollars, in Gold coin of the United States, to them in hand paid for the said City by the said party of the second part, at or before the enrolling and delivery of these presents, the receipt whereof is hereby acknowledged, have given, granted, bargained and sold, released and quit-claimed, and by these presents do grant, give, bargain and sell, release and quit-claim unto the said party of the second part, his heirs and assigns forever, all the right, title, interest, estate and claim whatsoever of the said City of San Diego, of in ~~and~~ to the following described piece or parcel of land situate in the said City, and within the limits of the Pueblo lands of the said City, and more particularly described as follows, to wit: The East half (E½) of Pueblo Lot number Twelve Hundred and Ninety six (1296), said East half containing (80) Eighty acres of land, marked, delineated, and numbered upon ~~and~~ according to the official map of said City, made by James Pascoe in May 1870, and on file in the office of the said Board of Trustees. Together with all and singular, the ways, waters, watercourses, rights, privileges, tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining. TO HAVE AND TO HOLD, all and singular the above described premises unto the said party of the second part; his heirs and assigns forever,

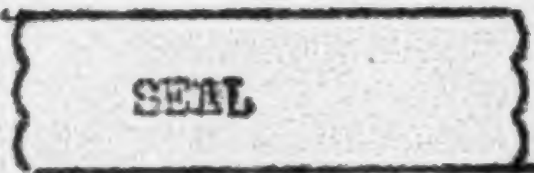
as fully and absolutely as we, the said President and Trustees, may or can, by virtue of the power in us vested, convey the same. In testimony whereof, the President and Trustees aforesaid have hereunto set their hands and affixed the Corporate Seal of the aforesaid City of San Diego, the day and year first herein above written.



JAMES MCCOY,
President & Trustee
W. S. MCLELLAN,
Trustee,
A. B. MCKEAN,
Trustee.

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

On this Sixteenth day of November, A. D., one thousand eight hundred and Seventy one before me, H. H. Dougherty, a Notary Public in and for the County of San Diego, personally appeared the within named James McCoy, President and Trustee, and A. B. McKean and W. S. McLellan, Trustees of the City of San Diego, whose names are subscribed to the annexed instrument as parties thereto, personally known to me to be the same persons described in and who executed the said annexed instrument as parties thereto, who each for himself personally, personally acknowledged to me that he as Trustee, for and on behalf of said City of San Diego, executed the same freely and voluntarily, and for the uses and purposes therein mentioned. In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



H. H. DOUGHERTY,
Notary Public.

Filed for record December 6th 1872^{at} 3 h 20 m P. M.
and recorded December 9th 1872^{at} 11 h 10 m A. M.,
at the request of Wm. B. Burne.

A. S. GRANT,
County Recorder,
By
W. S. GREGG, Jr.,
Deputy.

CERTIFIED COPY OF DEED ON PAGE 449,

BOOK #18, RECORD OF DEEDS,

SAN DIEGO COUNTY.

U. S. I. R.
Stamp 50¢
cancelled.

This indenture, made this Sixteenth day of November in the year of our Lord One Thousand Eight Hundred and Seventy one (1871) between James McCoy, the President and Trustee and A. B. McKean and W. S. McLellan, Trustees of and for the City of San Diego, in the County of San Diego, State of California, parties of the first part, and William B. Burns of the City, County and State aforesaid, the party of the second part, Witnesseth, That whereas, the President and Trustees, by vote of the duly qualified electors of the said City of San Diego, at an election held for that especial purpose, held in said City on the 25th day of May, A. D. 1868, in pursuance of the provisions of an Act of the Legislature of the State of California, entitled "An Act to repeal the Charter of the City of San Diego, and to create a Board of Trustees" approved January 30th, 1852, were directed, authorized and empowered to sell Pueblo or City lands, the property of said City, and whereas, on the day of November, A. D. 1871, the said President and Trustees, in compliance with said vote and said Act of the Legislature sold to said party of the second part the land and premises herein after described for the sum of Thirty six 25/100 (\$36.25) Dollars, in gold coin of the United States of America, being at the price of one dollar and twenty five (25¢) cents per acre, and said party of the second part has fully paid said sum of Thirty six 25/100 (\$36.25) Dollars, into the treasury of said City. Now, therefore, the President and Trustees of said City of San Diego, parties of the first part, for and on behalf of said City, by virtue of the power and authority in them vested by law, and for and in consideration of said sum of Thirty six 25/100 (\$36.25) Dollars, in gold coin of the United States to them in hand paid for the said City by the said party of the second part, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, have given, granted, bargained, and sold, released and quit claimed and by these presents do grant, give bargain and sell release and quit claim unto the said party of the second part, his heirs and assigns forever, all the right, title, interest, estate and claim whatsoever of the said City of San Diego of in and to the following described piece or parcel of land, situate in the said City, and within the limits of the Pueblo lands of the said City and more particularly described as follows, to wit: The West Half (W $\frac{1}{2}$) of the North East quarter of Pueblo lot Number Thirteen Hundred and Forty three (1343) containing Twenty (20) acres, also Five (5) acres undivided out of and from the central portion of Pueblo lot Number Eleven Hundred and Sixty six (1166), as marked delineated and numbered upon ~~97~~ according to the official map of said City, made by James Pascoe in May 1870, and on file in the office of the said Board of Trustees. Together with all and

singular the ways, waters, watercourses, rights, privileges, tenements hereditaments and appurtenances thereunto belonging, or in any wise appertaining. TO HAVE AND TO HOLD all and singular the above described premises, unto the said party of the second part his heirs and assigns forever as fully and absolutely as we, the said President and Trustees may or can, by virtue of the power in us vested, convey the same. In testimony whereof the President and Trustees aforesaid have hereunto set their hands and affixed the corporate seal of the aforesaid City of San Diego, the day and year first above written.

JAMES MCCOY,
President and Trustee
W. S. MCLELLAN,
Trustee,
A. B. MCKEAN,
Trustee.



STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

On this Sixteenth day of November, A. D., one thousand eight hundred and seventy one, before me, H. H. Dougherty, a Notary Public in and for the County of San Diego, personally appeared the within named James McCoy, President and Trustee and A. B. McKean and W. S. McLellan Trustees of the City of San Diego, whose names are subscribed to the annexed instrument as parties thereto personally known to me to be the same persons described in and who executed the said annexed instrument as parties thereto, who each for himself, personally acknowledged to me that he as Trustee for and on behalf of the said City of San Diego executed the same freely and voluntarily and for the uses and purposes therein mentioned.

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

H. H. DOUGHERTY,
Notary Public.



Filed for record Dec'r 6th, 1873 at 3 h 30 m P. M. and recorded Dec'r 16th 1873^{at} 3 h 30 m P. M. at the request of Wm. B. Burns.

A. S. GRANT,
County Recorder,
By WM. S. GREGG, Jr.,
Deputy.

Exhibit-U

KNOW ALL MEN BY THESE PRESENTS that we J. W. Sefton and Hattie L. Sefton his wife of San Diego California for and in consideration of the sum of Seven Thousand twenty two and 50/100 Dollars do hereby grant to the City of San Diego a municipal corporation in the County of San Diego and State of California all that real property situated in the County of San Diego, State of California, bounded and described as follows:

Lot numbered Thirty five (35) of the Rancho Ex Mission of San Diego (also known as Rancho Mission of San Diego) according to the Partition Decree and map of said Rancho made entered and filed in the action of Juan M. Lugo et al vs ~~the~~ Commercial Bank of San Diego et al heretofore pending tried and determined in the Superior Court of San Diego County State of California and containing One Hundred Forty and 45/100 acres.

TO HAVE AND TO HOLD the above granted and described premises, unto the said Grantee its successors heirs and assigns forever, WITNESS our hands and seals this Fifteenth day of February 1904.

Signed and Executed in presence of

W. M. CRUISE.

J. W. SEFTON (SEAL)

HATTIE L. SEFTON (SEAL)

STATE OF CALIFORNIA }
COUNTY OF SANDIEGO } SS.

On this Fifteenth day of February A. D. Nineteen Hundred and Four before me, W. M. Cruise, a Notary Public, in and for said County, residing therein, duly commissioned and sworn, personally appeared J. W. Sefton and Hattie L. Sefton his wife known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

SEAL

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

KNOW ALL MEN BY THESE PRESENTS, That we, Guiseppe Delfino, Giovanni Traveso and D. Ferrari, of the County of San Diego, State of California, GRANTORS, for and in consideration of the sum of One Thousand Four Hundred and Forty (\$1440.00) Dollars, do hereby grant to the City of San Diego, a municipal corporation, located in San Diego County, State of California, GRANTEE, All that Real Property situated in the County of San Diego, State of California, bounded and described as follows:

Commencing at the west corner of Lot No. 33 of the Ex-Mission Rancho, according to the Partition Map of same on file in office of County Clerk in Case of Luco et als vs. The Commercial Bank et als; thence north Forty-five degrees east sixteen hundred and seventy-eight and thirty-four hundredths feet; thence south forty-five degrees east seven hundred feet; thence south forty-five degrees west eighteen hundred and ninety-five and seventy hundredths feet; thence north twenty-seven degrees and forty-five minutes west seven hundred and thirty two and ninety-seven hundredths feet to the point or place of beginning.

TO HAVE AND TO HOLD the above granted and described premises, unto the said Grantee, its successors and assigns forever, Witness our hands and seals this 21st day of September 1905.

GUISEPPE DELFINO (SEAL)

GIOVANI TRAVESO (SEAL)

D. FERRARI (SEAL)

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } SS.

On this 21st day of September A. D. Nineteen Hundred and five before me, Earle Freeman, a Notary Public, in and for said County, residing therein, duly commissioned and sworn, personally appeared Guiseppe Delfino and D. Ferrari and Giovanni Traveso known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

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

SEAL

We, ANDEREA FERRARI and MARIA FERRARI, husband and wife, for and in consideration of the sum of Ten Dollars, do hereby grant to the City of San Diego, a municipal corporation, all that real property situated in the County of San Diego, State of California, bounded and described as follows:

All that portion of Lot One (1) of the Subdivision of Lot Thirty two (32) of Rancho Mission of San Diego, according to map thereof No. 875, filed in the office of the County Recorder of said San Diego County July 10th, 1901, described as follows:

Commencing at a point in the Northeasterly line of said Lot, which is South 45° East 358.0 feet from the most Northerly corner of said Lot, said point of commencement being also the most Easterly corner of that portion of said Lot described in the Deed from An Dro Ferrari, et ux, to Emma A. Hoff, dated May 8th, 1911, and recorded in Book 513, Page 248 of Deeds, records of said County; thence continuing along said Northeasterly line of said Lot South 45° East 341.3 feet; thence South 45° 24' West 301.66 feet, more or less, to a point in the Southwesterly line of said Lot One (1); thence North 45° West along said last mentioned line 340.3 feet to the most Southerly corner of that portion of said Lot described in said Deed to Emma A. Hoff, as aforesaid; Thence North 45° 13' East along the Southeasterly line of said Hoff's land to the point of commencement.

TO HAVE AND TO HOLD the above granted and described premises, unto the said Grantee its successors and assigns forever, WITNESS our hands and seals this 16th day of March, 1915.

his mark
ANDEREA X FERRARI (SEAL)
MARIA FERRARI (SEAL)

Anderea Ferrari, being unable to write, signed by mark, his name being written near it by the undersigned, who also signs as witness thereto.

A. C. KING,
Signature by mark also witnessed by the undersigned.

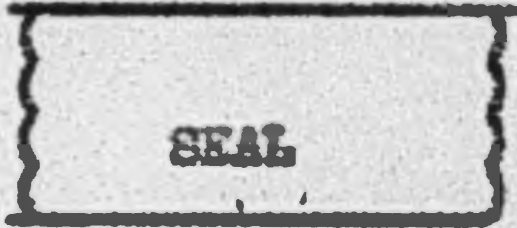
LUCILE KNAPP,

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

On this 16th day of March, A. D. Nineteen Hundred and Fifteen, before me, A. C. King, a Notary Public, in and for said County, residing therein, duly commissioned and sworn, personally appeared Anderea Ferrari and Maria Ferrari, known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

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



(C)
THIS AGREEMENT, made and entered into, this 12th day of March, in the year of our Lord One Thousand Nine Hundred and One, by and between the Southern California Mountain Water Company, a corporation organized and existing under and by virtue of the laws of the State of California, the party of the first part, and the City of San Diego, a municipal corporation organized and existing under and by virtue of the laws of the State of California, the party of the second part, WITNESSETH:

THAT WHEREAS, there are about 40,000 acres of land in the said City of San Diego, at least 25,000 acres of which is cultivatable land, over 2,000 acres of which have already been set out to orchards besides several hundred acres in vegetable gardens, shrubbery, lawns, ornamental trees, etc., and several public parks in said city, one of which consists of 1,400 acres of land, all of which land in said city requires water for irrigation in order to grow orchards, shrubbery, lawns, trees, etc., thereon; and

W H E R E A S, the said City of San Diego has a population of about 18,000 inhabitants; and

W H E R E A S, the said City of San Diego contemplates acquiring by purchase with the proceeds of the sale of bonds to be voted for that purpose, the water distributing systems, water works and plants now located in the City of San Diego, and through and by means of which said city and its inhabitants are at present receiving a supply of water; and

W H E R E A S, the said party of the first part is engaged in developing and impounding water by means of the construction of a system of dams and storage reservoirs, and in consideration of the party of the second part entering into this contract, said party of the first part is willing to construct a conduit and pipe line in length upwards of 17 miles and of sufficient size and capacity to carry, conduct, convey and deliver to the party of the second part at the point and in the manner herein provided the maximum quantity of water specified herein for the term designated in this contract; and,

WHEREAS, the public interest and necessity of the said city and its inhabitants thereof demand that the said City of San Diego shall acquire an adequate supply of pure, fresh, wholesome water for the use

of the said City of San Diego and its inhabitants, and for irrigation purposes in said city;

T H E R E F O R E, it is hereby agreed by and between the said parties hereto, that the said party of the first part, for and in consideration of the covenants and agreements on the part of the said party of the second part hereinafter contained, hereby agrees that it will within one year from the date of the acquisition by the said City of San Diego of the said water distributing systems, water works and plants now located within said City of San Diego, and through and by means of which said city and its inhabitants are now obtaining a supply of water, construct a pipe line and conduit extending from the dam owned by the said party of the first part known as the Lower Otay Dam and connect the same with the University Heights reservoir situated on Block 122 of University Heights and in said city, said dam being located on land in the County of San Diego, State of California, bounded and described as follows, to-wit: Being the Northeast one quarter of the Northeast one quarter of Section Thirteen, Township Eighteen South, Range One West, and the Northwest one quarter of the Northwest one quarter of Section Eighteen, Township Eighteen South, Range One East, San Bernardino Meridian, and sell and deliver to the said party of the second part all the water that the said party of the second part may require for the use of itself and its inhabitants, under a regular and continuous flow for the full period of ten (10) years, as hereinafter provided, at and for the price of four (4) cents per one thousand (1,000) gallons, commencing immediately after said pipe line shall have been completed and connected with said University Heights reservoir; said water to be paid for monthly during the said period of ten (10) years by the said party of the second part, and on the first of each and every month for the water furnished for the preceding month, in warrants of said city drawn upon the proper fund of said city; provided that the sum of money to be paid to the party of the first part by the party of the second part for water used in any one month, shall not be less than a one-twelfth part of the total cost of water required for that year based upon the minimum quantity of water to be furnished and supplied in accordance with the provisions herein contained.

And provided, further, that the party of the second part shall be

credited by the party of the first part with any unused portion of one-twelfth of the minimum quantity of water as fixed for that year, and shall have the right to apply such credit on the amount due during any month of that year wherein the use of water is in excess of one-twelfth of said fixed minimum.

And the said party of the second part hereby covenants and agrees with the said party of the first part, that should the said party of the second part acquire the ownership of the said distributing system, water works and plant, and the said party of the first part should build and construct said pipe line from the said "Lower Otay Dam" to the said University Heights Reservoir, that it will purchase of and from the said party of the first part, upon delivery at the place and in the manner aforesaid, all the pure, fresh, wholesome water, fit and proper for domestic use, which the said party of the second part may require for the use of the said City of San Diego and its inhabitants, as hereinafter provided, for the full period of ten (10) years, at and for the sum of four cents per one thousand gallons, commencing immediately after said pipe line shall have been completed and connected in the manner aforesaid with the said distributing system to be so acquired by the said party of the second part; said water to be paid for monthly during the said period of ten (10) years by the said party of the second part on the first of each and every month for the water furnished during the preceding month as above provided, in warrants of said city drawn upon the proper fund of said city.

It is hereby further agreed and understood by and between the said parties hereto, that if at any time the said party of the first part shall fail or refuse to furnish all the water, which the said party of the first part hereby agrees to furnish to the said party of the second part, the said party of the second part shall be obliged to pay for only such amount of pure, fresh, wholesome water as may be furnished and delivered by the said party of the first part to the said party of the second part.

Provided, further, that the said party of the first part shall keep and maintain at the point of delivery, all the pure, wholesome, fresh water that may be demanded by the party of the second part, and in such

quantities and at such times throughout any one year, as may be required by the said party of the second part; provided that said amount of water shall not exceed 7,776,000 gallons of water in any one day of twenty-four hours. If by reason of any failure on the part of the party of the first part (the acts of God, the law or the public enemy, or accident to any part or portion of its water system, not excepted), to keep and maintain the water at the point of delivery as above specified, thus rendering the said party of the second part unable to draw from the discharge end of the pipe or pipes of the water works of the party of the first part, the minimum quantity of pure, wholesome, fresh water agreed to be furnished for the year in question, and in such quantities and at such times as may be required by the party of the second part, then the said party of the second part shall only be required to pay for the quantity of pure, wholesome, fresh water actually delivered to and received by the said party of the second part, and no more.

It is further agreed that said water shall be measured by a venturi meter, which shall be the means used in determining the amount of water furnished by the said party of the first part to the said party of the second part (except as otherwise herein provided), said meter to be placed and maintained at the point of delivery of said water by and at the expense of the said party of the second part, and that said water shall be delivered to the said City of San Diego at that certain point located and described as follows, to wit: Into what is known as the University Heights Reservoir, located on Block numbered one hundred and twenty-two (122) of University Heights, situated in the said City of San Diego, County of San Diego, State of California.

It is hereby further agreed by and between the said parties hereto, that should any question arise at any time between the said parties hereto, that the said venturi meter through which said water is being measured is not registering correctly the amount of water furnished by the said party of the first part to the said party of the second part, that either of the said parties to this agreement shall have and they are hereby given the right to test said meter in any manner which either of said parties may deem advisable (provided that said meter is not injured or damaged in making such test), for the purpose of ascertaining whether

said meter is registering and furnishing the water which passes through it, correctly, and for that purpose, also, either of said parties may and they are hereby given the right to place an air valve or any other contrivance or mechanism upon said meter and make any connection with the pipe line attached to said meter for the purpose of determining whether the water passing through said meter is being registered and measured correctly; and that, in the event that either of said parties hereto shall not be satisfied with the registration of said meter, the amount of water already furnished which has not already been paid for by the said party of the second part to the said party of the first part, shall be decided by three persons, one to be chosen by the Board of Public Works of the said City of San Diego, one by the said party of the first part, and one by the two persons so chosen, and the decision of such persons shall be without delay and shall be final upon the amount of water to be paid for by the said party of the second part to the said party of the first part.

And the said party of the first part covenants and agrees to furnish and deliver to said city at the place and in the manner herein provided, all the pure, fresh, wholesome water fit and proper for domestic use which said city may require or call for during said period of ten years, provided the said party of the first part shall not be required at any time during said term to furnish and deliver an amount of water in excess of 7,776,000 gallons per day of twenty-four hours; and provided, further, that its ability to do so shall not be impaired by the act of God, the law or the public enemy, or accident to any part or portion of its water system, or to any other cause not due to the negligence of the said party of the first part, and said party of the first part covenants and agrees that it will at all times use and employ all due diligence in repairing and protecting said pipe line and its water system, and in supplying to said city all the water which it may require subject to the above conditions.

And it is covenanted and agreed, that if the said party of the first part is unable to furnish and deliver to said city at the place and in the manner herein provided, a supply of pure, fresh, wholesome water fit and proper for domestic use, or, if said party of the first part fails, neglects or refuses to supply an amount of water to said party of the second part sufficient for the use of said city and its in-

habitants, subject to said limitations, as to quantity that said party of the second part may and shall have the right to purchase or acquire water from other source until such time as said party of the first part can overcome the causes which may prevent on its part a compliance with this part of its contract, it being understood that the right of the said city to obtain a supply of water from other sources shall only exist and be in force during the time or period of the inability of the party of the first part to furnish the water; provided, however, that if the said party of the first part fails or refuses to furnish and deliver water to the said party of the second part for a period of ten days when it has sufficient water and the capacity and is able to do so, then all obligations created by the said party of the second part hereunder, shall at the option of the party of the second part, cease and terminate, and the said party of the second part shall be released therefrom.

And said party of the second part covenants and agrees that so long as said water to be furnished by the said party of the first part to said party of the second part, shall be pure, fresh, wholesome water, fit and proper for domestic use, that the said party of the second part will during the term hereof purchase of and from the said party of the first part all the water which shall be distributed to the said City of San Diego and its inhabitants through any system of water works or distributing plant hereafter to be acquired by the said City of San Diego.

It is hereby further covenanted and agreed, that should complaint be made that the water that is being furnished hereunder is not pure, fresh, wholesome water, fit and proper for domestic use, that the question of whether such water is pure, fresh, wholesome water, fit and proper for domestic use, shall be determined by three arbitrators, one of whom shall be chosen by the Board of Public Works of said city, one by the said party of the first part, and third by the two so chosen, and should the said arbitrators find and determine that such water is not pure, fresh, wholesome water, fit and proper for domestic use, the said party of the second part shall, at its option, be released from any obligation to take, receive, or pay for any more water from the said party of the first part hereunder, so long as the same continues to be impure, and not fresh, wholesome water, fit and proper for domestic use, provided,

that should further and other complaints be made at any other time, the fact that one set of arbitrators has found the water furnished at a prior time to be pure, fresh, wholesome water, fit and proper for domestic use, shall not prohibit or debar the said party of the second part from having the question again considered, provided, that at least ninety days shall have elapsed since the final decision upon the last preceding complaint submitted to arbitration.

A complaint shall be considered as such when a written protest against the use of water is filed with the Secretary of the Board of Public Works, by any taxpayer or citizen of the City of San Diego. If in the opinion of a majority of the Board of Public Works, that said complaint is well founded, the said Board shall immediately notify the President or Secretary of the Company composing the party of the first part of the nature of said complaint, and the party of the first part in conjunction with the party of the second part shall within three days thereafter appoint said board of arbitrators, the said board of arbitrators shall be paid by the party of the first part, if the water furnished by them is not pure, fresh, wholesome water; and if said water is found by said arbitrators to be pure, wholesome, fresh water, then said party of the second part is to pay all expense of said board of arbitrators.

Nothing herein contained shall in any manner be construed to prohibit or interfere with the right of the said party of the second part obtaining a supply of water from any source it may deem best until the said party of the first part shall commence furnishing water to the said party of the second part as herein provided.

It is further agreed that the said party of the second part shall not be compelled, required or obliged to take or pay for said water, or any part or portion thereof, unless the said City of San Diego acquires the ownership of said distributing system, water works and plant as above stated, and it is further stipulated and agreed that unless the said city shall ~~xxx~~ acquire the same by October 1st, 1901, this agreement shall at the option of the party of the first part, be null and void, and all rights and obligations hereby created shall cease and terminate upon the exercise of such option by the party of the first part, and the election to terminate this agreement.

It is hereby further covenanted and agreed by and between the said parties hereto, that the said party of the second part shall not take and pay for less than 1,064,340,000 gallons of water from the 1st day of January to and including the 31st day of December in any one year during said term, and that such 1,064,340,000 gallons of water shall be delivered to and received by the said party of the second part in such quantities and at such times throughout such year as the said party of the second part shall determine, provided, that a flow of not more than 7,776,000 gallons per day shall be demanded at any time during said term; provided, however, that should the said party of the second part receive and use from the first day of January to and including the 31st day of December in any one year over 1,300,860,000 gallons of water, that thereafter the said party of the second part shall not take and pay for less than 1,300,860,000 gallons of water from the 1st day of January to and including the 31st day of December in any one year during the balance of said term.

Provided, further, that should the said party of the second part receive and use from the first day of January to and including the 31st day of December in any one year 1,537,380,000 gallons of water, that thereafter, during the balance of said term, the said party of the second part shall be obliged to take and pay for at least 1,537,380,000 gallons of water from the 1st day of January to and including the 31st day of December in each year during the balance of said term.

Provided, further, that should the said party of the second part receive and use from the 1st day of January to and including the 31st day of December in any one year 1,773,900,000 gallons of water, that thereafter, during the balance of said term, the said party of the second part shall be obliged to take and pay for at least 1,773,900,000 gallons of water from the 1st day of January to and including the 31st day of December in each year during the balance of said term.

Provided, further, that should the said party of the second part receive and use from the 1st day of January to and including the 31st day of December in any one year 2,010,420,000 gallons of water, that thereafter, during the balance of said term, the said party of the second part shall be obliged to take and pay for at least 2,010,420,00 gallons of water from the 1st day of January to and including the 31st day of

December in each year during the balance of said term.

Provided, further, that should the said party of the second part receive and use from the 1st day of January to and including the 31st day of December in any one year 2,246,940,000 gallons of water, that thereafter, during the balance of said term, the said party of the second part shall be obliged to take and pay for at least 2,246,940,000 gallons of water from the 1st day of January to and including the 31st day of December in each year during the balance of said term.

Provided, further, that should the said party of the second part receive and use from the 1st day of January to and including the 31st day of December in any one year 2,483,460,000 gallons of water, that thereafter, during the balance of said term, the said party of the second part shall be obliged to take and ^{pay} for ~~for~~ at least 2,483,460,000 gallons of water from the 1st day of January to and including the 31st day of December in each year during the balance of said term.

Provided, further, that should the said party of the second part receive and use from the 1st day of January to and including the 31st day of December in any one year 2,719,980,000 gallons of water, that thereafter, during the balance of said term, said party of the second part shall be obliged to take and pay for at least 2,719,980,000 gallons of water from the 1st day of January to and including the 31st day of December in each year during the balance of said term.

Provided, further, that should the said party of the second part receive and use from the 1st day of January to and including the 31st day of December in any one year 2,838,240,000 gallons of water, that thereafter, during the balance of said term, the said party of the second part shall be obliged to take and pay for at least 2,838,240,000 gallons of water from the 1st day of January to and including the 31st day of December in each year during the balance of said term.

PROVIDED, HOWEVER, that the whole amount of water to be purchased by the terms of this agreement by the said party of the second part from the said party of the first part shall not exceed 2,838,240,000 gallons of water from the 1st day of January to and including the 31st day of December in any one year.

Provided, further, that if the minimum average of water taken and used by the said party of the second part shall have been increased dur-

ing the preceding year to the extent of 236,520,000 gallons, that notice, in writing, of that fact, and that under the terms of this agreement the said City of San Diego will require such additional supply of water, shall be given to the said party of the first part by the said party of the second part in the month of February immediately following the end of the year in which said minimum average has been so increased.

It is further covenanted and agreed that the stipulated increase of water which the city may call for, shall be delivered by the party of the first part and taken by the party of the second part in like proportion as the fixed minimum quantity of water was delivered and taken during the preceding year; provided that the minimum average shall not be increased in any year during the term of this contract except as above specified.

It is further covenanted and agreed that should the party of the second part during said period of ten years require a quantity of water in excess of 2,838,240,000 gallons, being the maximum quantity of water herein agreed to be furnished and supplied to the said party of the second part, that said party of the first part shall have the right at its option to furnish and supply said additional water at the same price and subject to the same conditions, provisions and terms as herein contained and made applicable to water hereby agreed to be sold and delivered by the party of the first part to the party of the second part.

The water herein contracted and agreed to be delivered and supplied by the party of the first part to the party of the second part shall be supplied from what is known as the "Lower Otay Reservoir" belonging to the party of the first part, or from any other reservoir or source of supply which said party of the first part may now own or hereafter procure.

It is hereby further agreed by and between the said parties hereto, that the terms and conditions of this agreement shall be binding upon the successors and assigns of both of the said parties hereto, and that it shall be executed in duplicate.

IN WITNESS WHEREOF, the party of the first part has, by resolution duly adopted by its Board of Directors on the 18th day of March, 1901, caused these presents to be executed in duplicate for and on its behalf and in its name and as its act and deed by its President and caused

the same to be attested by its Secretary and its corporate seal to be hereunto affixed this 18th day of March, 1901.

Southern California Mountain Water Company

By E. S. Babcock,

President of the Southern California Mountain Water Company.

(SEAL) ATTEST:

Joseph A. Flint,

Secretary of the Southern California Mountain Water Company.

State of California,)
County of San Diego.) SS.

On this 18th day of March, A. D. Nineteen hundred and one (1901), before me, E. V. Winnek, a Notary Public, in and for the County of San Diego, personally appeared E. S. Babcock, known to me to be the president of the Southern California Mountain Water Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

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

(SEAL)

E. V. Winnek,

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

IN WITNESS WHEREOF, the said party of the second part hath by Ordinance No. 892, approved on the 12th day of March, 1901, caused these presents to be executed in duplicate for and on its behalf in its name and as its act and deed, by its Mayor, and attested by its City Clerk by affixing thereto his signature and corporate seal of the said City of San Diego, this 12th day of March, 1901.

The City of San Diego

By Edwin M. Capps,

Mayor of the City of San Diego, California.

(SEAL) ATTEST:

Geo. D. Goldman,

City Clerk of the City of San Diego, California.

I hereby approve the draft of the foregoing contract this 12th day of March, 1901.

H. E. Doolittle,

City Attorney of the City of San Diego,
California.

State of California,)
County of San Diego.) SS.

On this 18th day of March, in the year 1901, before me, E. V. Winnek, a Notary Public in and for the said County of San Diego, residing therein, duly commissioned and sworn, personally appeared Edwin M. Capps, the Mayor of the City of San Diego, California, a municipal corporation, and Geo. D. Goldman, City Clerk of the said City of San Diego, a municipal corporation, personally known to me to be the Mayor and City Clerk, respectively of the City of San Diego, the municipal corporation that executed the within instrument, and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in the City of San Diego, in the County of San Diego, State of California, the day and year first above written.

(SEAL)

E. V. Winnek,

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of ~~Agreement~~ AGREEMENT, between THE SOUTHERN CALIFORNIA MOUNTAIN WATER COMPANY and THE CITY OF SAN DIEGO, CALIFORNIA, for the sale and purchase of a supply of water for a period of ten years, being Document No. 0149.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.



(COPY)

DOCUMENT No. 0149

Filed

City Clerk

By

Deputy

AGREEMENT Between THE SOUTHERN
CALIFORNIA MOUNTAIN WATER
COMPANY and THE CITY OF SAN
DIEGO for the Sale and Purchase
of a Supply of Water for a Period
of Ten Years.

Cover Form C-9-2-16-500

Recorded at Request of H. E.
Doolittle, Mar. 25, 1901, At
45 Min. Past 9 O'Clock A. M.
in Book No. 14 of Miscellaneous
Records, Page 375 et seq.,
Records of San Diego County,
California,
JNO. F. FORWARD, RECORDER.
BY Jno. T. Forward
Deputy Recorder.

Water

Important (1)

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Office Board of Trustees,
City of San Diego, Cal.
March 6th, 1869.

Board of Trustees met pursuant to adjournment.

Present.

James McCoy Pres.
M. Sherman Secy.
Jose G. Estudillo Treas.

Petition of E. C. Gray for the use of Well on K Street,
Hortons Addition to San Diego was received. Petition unanimously
granted.

Petition of Water Company Received and held under advisement.

On motion the board adjourned.

James McCoy,
Pres.

M. Sherman
Secty.

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Office of the Board of Trustees
of the City of San Diego
March 20th, 1869.

Special Meeting.

Board met pursuant to call of the President.

Present.

Jas. McCoy Pres.
M. Sherman Secy.
Jose G. Estudillo Treasurer

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The petition of Geo. A. Johnson and others, representing "The
San Diego Water Co. was read, and on motion was placed on file.

Moved by Jose G. Estudillo that the prayer of the petitioners
be granted, and that the city Atty be instructed to draw an Ordinance
in conformity with and covering the points in said petition.

Mr. Sherman said he entertained the opinion, that the Board was
authorized by law to grant the rights asked for by the petition, and
he was inclined to grant the same rights to all who might desire them,
but he regarded the question of too much importance to warrant any

hasty action by the Board. He preferred to have the petition considered at some future meeting of the Board, and should vote against the motion on that ground.

Mr. Estudillo said, as it was the opinion of all that the petition conformed to the law, and asked for no exclusive rights, he was ready to vote in favor of the motion.

The question on the motion being put, resulted as follows:

Jose G. Estudillo	Aye
M. Sherman	No
Mr. President	Aye

So the motion was declared carried.

No further business appearing the Board adjourned

James McCoy
Pres.

M. Sherman
Secty.

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Office of the Board of Trustees
of the City of San Diego
April 13th, 1869.

Special Meeting

Board met on call of the President. All members present.
The following draft of an Ordinance was read.

Ordinance No. 4

Be it ordained by the President and Trustees of the City of San Diego; That all grants, sales or gifts of land heretofore made, within the limits of the Pueblo or City of San Diego, either by an Alcalde of the Pueblo or City of San Diego, or by the Mayor and Common Council thereof, be and the same are hereby confirmed and ratified, to the persons named in said grant, and their lawful executors, administrators or assigns, to the full extent of such grant or grants, as fully to all intent and purposes as this Board might or could grant, sell and convey the same, if the said grant or grants had not been made. That each, all, and every such grant, sale or gift is hereby fully recognized and acknowledged and that said parties entitled under the said former grant or grants, sale or sales, or gift or gifts, made by either an alcalde or the Mayor and Common Council of said City, be, and they are hereby authorized to hold, have possession and enjoy forever, such piece, parcel or lot of land with all rights privileges, and appurtenances thereto belonging or in any manner appertaining.

The question being put on the passage of the above ordinance, it was unanimously carried.

No further business appearing the Board adjourned.

James McCoy,
President
Jose G. Estudillo, Treasurer
M. Sherman Secty.

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Office of the President & Trustees
of the City of San Diego, San
Diego, April 13, 1871.

Regular Meeting.

Present all the members of the Board.

The Minutes of the previous Meeting were read & approved.

Mr. W. L. McLellan presented an order of business, which was adopted.

The application of A. H. Wilcox & others for a Water franchise was granted by unanimous vote, and the following ordinance passed.

Ordinance No. 17

Be it ordained by the President & Trustees of the City of San Diego.

Sect. 1. There is hereby granted and given to A. H. Wilcox, William B. Burns, Francis Stone, John G. Capron, C. P. Taggart and their associates and assigns and their heirs, the right and privilege for the period of Twenty years, to bore dig and sink for artesian Water, within the Corporate limits of the City of San Diego, and upon any and all of the unsold lands, and public Park or Parks of said City, and to erect Water works, buildings and the like thereon, and to establish reservoirs therein and thereon, for the purpose of holding and distributing the said Water over the said City, and to carry on the said business, and to supply the City and citizens thereof with such artesian Water for drinking irrigating, and other purposes, for pay; and to lay down all the pipes underground in all of the streets, alleys, parks, plazas, and unsold lands of the said City, needed to convey and distribute any and all such artesian Water, that may be obtained, over, under and through the Streets, lanes, alleys, parks and plazas of the said City to the place or places, where the same may be used, and to establish and maintain, hydrants, side pipes, and ditches and erect such machinery, as may be necessary in and upon the said unsold lands and Parks aforesaid, for the successful operat

tion of said works, and the distribution of the said Water.

The Character and location of the said works, machinery, buildings, ditches, pipes and hydrants, to be at the discretion of the said A. H. Wilcox, William B. Burns, Francis Stone, John G. Capron, C. P. Taggart, and their associates and assigns, and their heirs, to protect the said A. H. Wilcox, William B. Burns, Francis Stone, John G. Capron, C. P. Taggart, and their associates and assigns and their heirs in the full enjoyment of the aforesaid franchise, and rights hereby granted, for the full period of Twenty years.

Sect. 2. That the right of way for the period of Twenty years is hereby granted to the said A. H. Wilcox, William B. Burns, Francis Stone, John G. Capron, C. P. Taggart, and their associates and assigns, and their heirs, to Convey all and any of the pure fresh water of any of the springs, wells, creeks or rivers of the County of San Diego outside of the City limits of said City that may hereafter be Collected or Controlled owned or possessed by the said A. H. Wilcox, William B. Burns, Francis Stone, John G. Capron, C. P. Taggart and their associates and assigns, and their heirs, into, over, under and through all the streets, lanes, alleys, roads, parks, plazas and squares of the City of San Diego, and to erect and maintain in said City and upon, any and all of the unsold land and public parks of said City such water works, reservoir, and reservoirs, buildings machinery hydrants and tanks, as may be necessary to hold such pure and fresh water to be brought into said City as aforesaid and to Supply the City and citizens thereof with such pure fresh water and to charge therefor; and to lay all pipes underground, in all of the streets, alleys, public parks, plazas and squares of said City, that may be found necessary to Conduct the said Water to said reservoirs, and to distribute the same to the place or places where such water may be used, and to dig and maintain, ditches in the said streets, and upon the said lands and public parks and plazas for the like purposes and to establish and maintain, hydrants side pipes and machinery needed for the successful distribution of the said Water in said City.

The Character and location of the said Water works, buildings, reservoirs, pipes, hydrants, machinery and ditches to be at the discretion of the said A. H. Wilcox, William B. Burns, Francis Stone, John G. Capron, C. P. Taggart, and their associates and assigns and their heirs, and the City of San Diego obliges ~~xxx~~ itself with the said A. H. Wilcox, William B. Burns, Francis Stone, John G. Capron, C. P. Taggart, and their associates and assigns and their heirs to fully protect the said A. H. Wilcox, William B. Burns, Francis Stone, John G. Capron, C. P. Taggart, and their associates and assigns, and their heirs for the full period of Twenty years in the full enjoyment of this franchise and the rights and privileges hereby granted.

Provided, and all the foregoing grants and franchises are made with the express ~~Condition~~ provisions, to-wit: That no private property shall be taken for said works, without full Compensation therefor, and that the work of sinking an artesian well within the limits of said City shall commence within one year from date, and an artesian well completed, within 2 years from date; or in lieu thereof, that the work of bringing pure fresh water, from without the limits of said City shall be commenced within ~~xxx~~ one year from date, and at least Three thousand (\$3000.) dollars expended thereon, within one year from the

date of such commencement, and that the said A. H. Wilcox, William B. Burns, Francis Stone, John G. Capron, C. P. Taggart, and their associates and assigns and their heirs, shall furnish free of charge all the water used in and about the City Hall buildings, by the officers of said City for City purposes, during the entire continuance of the franchise after the supply of water is obtained and the water necessary to extinguish any fires in the buildings belonging to the City aforesaid, during the continuance of this franchise, the City furnishing its own hydrants for such purposes.

Sect. 3. This ordinance shall be in force from and after its passage. Passed and approved in open session at regular Meeting, held this 13th day of April, A. D. 1871.

James McCoy President & Trustee.
W. L. McLellan Treasurer & Trustee.
A. B. McKean Secretary & Trustee.

State of California)
County of San Diego) SS.

Office of the President & Trustees of the
City of San Diego.
San Diego, April 13th, 1871.

(5)
The City of San Diego a body corporate under the laws of the State of California, by its President & Trustees, hereby agrees, as follows:

That in accordance with and in ratification of its Ordinance numbered 17, passed on the 13th day of April, A. D. 1871, does hereby grant and confirm to A. H. Wilcox, William B. Burns, Francis Stone, John G. Capron, C. P. Taggart, their associates and assigns, and their heirs the right and privilege of boring for artesian Water, within the Corporate limits of said City, and erecting and establishing Waterworks, machinery and reservoirs, upon any of the unsold lands, public parks, and Plazas of said City and to lay pipes, establish reservoirs and tanks in the Streets, alleys, public parks and plazas for the purpose of distributing said artesian Water, or any other Water, brought into the said City by A. H. Wilcox, William B. Burns, Francis Stone, John G. Capron, C. P. Taggart, their associates and assigns, and their heirs, and to sell the same to the City and its Citizens for the period of Twenty years, the supply to be regulated by the demand.

Said works to be within the City aforesaid, and upon any of the unsold ~~fit~~ lands or public park or parks of the said City to be selected by the said A. H. Wilcox, Wm. B. Burns, Francis Stone, John G. Capron, C. P. Taggart, their associates and assigns, and their heirs.

The said City by its President & Trustees, hereby binding itself to protect in and Confirm to the said A. H. Wilcox, William B. Burns, Francis Stone, John G. Capron, C. P. Taggart, their associates and assigns, and their heirs, said rights conveyed as aforesaid, for the full period aforesaid.

Provided the rates to be charged for water shall be determined by a Board of Commissioners, to be selected as by statute in such

cases made and provided, and that the conditions attached to the foregoing franchise as recited in said Ordinance numbered 17 shall be Complied with by the said A. H. Wilcox, Wm. B. Burns, Francis Stone, John G. Capron, C. P. Taggart, their associates and assigns and their heirs.

In Witness Whereof the said City of San Diego by its President and Trustees does hereby cause the foregoing grant and agreement, to be signed and sealed this 13th day of April, A. D. 1871.

As attest the names of the President and Trustees, and the Corporate Seal of the said City of San Diego.

James McCoy,
President & Trustee
W. L. McLellan
Treasurer & Trustee
A. B. McKean
Secretary & Trustee.

(SEAL)

The Board of Trustees of the City of San Diego.

The application of the City Water Co. and of the San Diego River Water Co. were likewise rejected, by a unanimous vote.

James McCoy

A. B. McKean
Secretary

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Office of the President & Trustees of the City of San Diego, June 15, 1871.

Regular Meeting.

Present, all the members of the Board.
The minutes of the previous Meeting were read & approved.
On motion, it was

Resolved, That the President & Trustees subscribe the following lands to aid O. P. Calloway in sinking an Artesian Well in the City Park, in pursuance of a petition this day presented and signed by numerous Citizens of San Diego.

Lots 1235, 1234, 1229, 1230, 1302, 1303.

" 1307 & 1308, in all 1280 acres of land and it was ordered that Deed be made for the same.

James McCoy

A. B. McKean,
Secretary.

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Office of the President & Trustees
of the City of San Diego.
San Diego, Nov. 23d, 1871.

Regular Meeting.

Present McLellan & McKean.

W. L. McLellan was chosen President Protem.

Minutes of Previous Meeting read and approved.

Ordered that the petition of the citizens of San Diego asking that an additional amount of land be given to O. P. Calloway to aid in sinking an artesian well be placed on file the land having deeded in accordance with said petition.

W. L. McLellan President pro tem

A. B. McKean Secretary

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Office of the Board of Trustees
of the City of San Diego

San Diego, June 24th, 1872.

Regular Meeting of the Board of Trustees of the City of San Diego.

Board met at 10 o'clock A. M. all the members present. Minutes of previous meeting read and approved.

Petition of Citizens of North San Diego asking aid for the purpose of sinking an Artesian Well on the Plaza at North San Diego read and on motion laid on the table.

Board adjourned.

W. J. McCormick Pres:
E. G. Haight Clerk

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Office of the Board of Trustees)
of the City of San Diego.)

San Diego, July 8th, 1872.

Regular Meeting of the Board of Trustees of the City of San Diego.

Board met at 10 o'clock A. M. Present Messrs Boyd, Briant and Haight. The President being absent, Mr. Boyd was appointed chairman. Minutes of previous meeting read and approved.

Recess till 2 o'clock.

Recess of fifteen minutes.

On reconvening Messrs. Estudillo, Boyd, Briant and Haight being present the following resolution was unanimously adopted,

Whereas, the following petition has been received from numerous citizens and tax-payers, to wit:

"To the Honorable Board of Trustees of the City of San Diego, California.

The Petition of the subscribers, citizens and tax-payers of said San Diego City, respectfully requests your Honorable Board to authorize and hold an election in accordance with the provisions of the City Charter, for the purpose of obtaining the will of the tax-payers of this City on the proposition of whether the City shall issue bonds for the sinking of an Artesian Well.

Said bonds to be payable in ten years, bearing interest at ten per cent per annum, payable semi-annually.

And authorizing the Trustees to make such contract and terms with Messrs Calloway & Co. for the completion of their present well or the sinking of the same to the depth of 1000 feet as they shall deem meet and proper for the best interests of the City, and your petitioners will ever pray.

(Signed by 176 persons)

And whereas, the City of San Diego are nearly out of funds with which to defray the expenses of the said City, therefore be it

Resolved, That an election be held on Saturday, July 20th, 1872, at which will be submitted the questions as to whether or not the Board of Trustees of the City shall have authority to issue bonds not exceeding the amount of \$10,000.00 for the purpose of defraying

the incidental expenses of the City, and whether or not the said Trustees shall have authority to contract for the boring of an artesian well for the City.

On Motion, Messrs Briant and Boyd were appointed a Committee to employ an attorney to draft an ordinance, ordering an election, in accordance with the above resolution.

Board adjourned subject to the call of the President pro tem.

John M. Boyd Prest. pro tem.
E. G. Haight Clerk.

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Office of the Board of Trustees)
of the City of San Diego.)

Special Meeting of the Board of Trustees of
the City of San Diego, July 9th, 1872.

Board met at 7-1/2 o'clock P. M. pursuant to call of the President pro tem, Mr. Boyd. Present Messrs Boyd, Briant and Haight.

By an unanimous vote the following ordinance was passed, to wit:

Charter Ordinance No. 3.

Be it ordained by the Board of Trustees of the City of San Diego, That an election be held on the 20th day of July A. D. 1872, in the City of San Diego, in the manner and in the places hereinafter specified, to determine etc.

And to determine also whether or not the said Board of Trustees of said City of San Diego shall contract for boring an artesian well for the use of the City of San Diego.

Passed at a special meeting of the Board of Trustees of the City of San Diego, this 9th day of July A. D. 1872.

John M. Boyd, Prest. pro tem
E. G. Haight, Clerk.

In accordance with the provisions of the above ordinance an election will be held on the 20th day of July A. D. 1872 at the time and places therein specified.

Board adjourned.

John M. Boyd Prest. pro tem
E. G. Haight Clerk.

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Office of the Board of Trustees)
of the City of San Diego.)

San Diego, July 24th, 1872.

Regular Meeting.

Board met at 10 o'clock A. M. pursuant to adjournment of Monday July 22nd.

Present Messrs. Boyd, Briant and Haight.

Mr. Boyd being appointed Chairman, the minutes of previous Regular Meeting and of Special Meeting of July 7th was read and approved.

Recess taken till 1-1/2 o'clock P. M.

On reconvening, the same numbers being present, the Board then proceeded to canvass the returns of Special Election held July 20th under Ordinance No. 3, with the following result, to wit:

Total number of votes cast-----	198
"For the Bonds--Yes",-----	73)
"For the Bonds--No",-----	120)
For the Bonds--Blank	<u>5</u>) 198
"Artesian Well--Yes,"	53)
"Artesian Well--No,"	142)
Artesian Well--Blank	<u>3</u>) 198

Board adjourned.

John M. Boyd Prest. pro tem
E. G. Haight Clerk.

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Office of the Board of Trustees
of the City of San Diego.

San Diego, Oct. 28th, 1872.

Regular Meeting.-- Board met at 10 o'clock A. M. Present

Messrs.

Messrs. McCormick, Briant, Estudillo and Haight. Minutes of last meeting read and approved.

Petition from Citizens of 1st Ward, praying the Board to repair the Well on the Plaza at Old Town and erect Wind Mill and Tank on the same, read, Messrs Briant and Estudillo were appointed a Committee, to ascertain the probable expense of complying with the prayer of Petitioners.

Board adjourned.

W. J. McCormick President
E. G. Haight Clerk.

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Office of the Board of Trustees)
of the City of San Diego.)

San Diego February 17th 1873.

Regular Meeting.

Board met at 7

① o'clock P. M.

Present Messrs. McCormick, Estudillo, Briant and Haight.

Minutes of Feb. 10th, 12th and 13th read and approved.

Mr. Estudillo, the Committee, appointed to procure, specifications for erecting Wind Mill, Tank &c at North San Diego, presented specifications for the same which were accepted and Committee discharged.

Petition from Citizens praying the Board to permit C. R. McClellan to sink a well on "J" Street read and filed: And on motion the matter was referred to Trustee Briant, with instructions to report on same at the next Regular Meeting.

I. Hartman Esq. appeared on behalf of the San Diego Water Company and presented an ordinance, for the consideration of the Board, granting said Company a franchise.

Action on above deferred for one week.

Board adjourned.

W. J. McCormick
E. G. Haight

President
Clerk.

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Office of the Board of Trustees)
of the City of San Diego.)

 San Diego Feb 24th 1873.

Regular Meeting.

Board Met at 7 o'clock P. M.

Present Messrs. McCormick, Briant and
Haight.

Minutes of last meeting read and approved.

Trustee Briant, the Committee to whom the petition of C. R. McClellan asking the Board for the privilege of sinking a well on "J" Street, was referred, reported that he had found the well already sunk and that for the present he did not consider it an inconvenience to the public.


Report received and Committee discharged.

Board adjourned.

W. J. McCormick . President
E. G. Haight Clerk.

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Office of the Board of Trustees)
of the City of San Diego.)

 San Diego March 3rd 1873.

Regular Meeting.

Board met at 7 o'clock P. M.

Present Messrs. McCormick, Briant and Haight.

Minutes of last meeting read and approved.

On motion the following ordinance was passed all the members present voting in the affirmative.

Charter Ordinance No. 29.

Office of the Board of Trustees)
of the City of San Diego.)

Be it ordained by the Board of Trustees of the City of San Diego as follows:

Section 1. That the San Diego Water Company, a body corporate formed under the laws of this State is hereby authorized to supply the City of San Diego, and the inhabitants thereof, with pure, fresh water for family use, with all the rights and privileges, and subject to the conditions, restrictions and reservations contained in Sections 548, 549, 550 and 551, of Title VIII, part IV, of the Civil Code of the State of California.

Sec. 2. This grant is to continue for the period of fifty years from the date of the passage of this ordinance.

Passed and approved by the Board of Trustees of the City of San Diego, this third day of March A. D. 1873.

Attest
(SEAL)

W. J. McCormick President
E. G. Haight Clerk.

Board adjourned till Tuesday Mch 4/73 at 7 o'clock P. M.

W. J. McCormick President
E. G. Haight Clerk.

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Office of the Board of Trustees)
of the City of San Diego.)

San Diego March 18th 1873.

Adjourned Regular Meeting, Board met at 7 o'clock P. M. pursuant to adjournment.

Present Messrs. McCormick, Briant, Boyd and Haight.

On motion the following resolution was adopted.

Be it Resolved, that the agreement now before the Board and presented by the San Diego Water Company be adopted, and the President and Clerk of the Board of Trustees of the City of San Diego be instruct-

ed to execute the same in duplicate and affix the Corporate Seal.

The said agreement is in the words and figures as follows, to wit:

Contract Between the City of San Diego.

and

The San Diego Water Company.

This Agreement, made and entered into this nineteenth day of March, A. D. 1873, between the City of San Diego by its Board of Trustees, and the San Diego Water Company by its Board of Directors, Witnesseth;

① That the said Company for and in consideration of the covenants, promises and agreements on the part of the said City, hereinafter contained, covenants, promises and agrees to and with the said City, that the said Company will within a reasonable time complete the Well commenced on the City Park by O. P. Calloway, by deepening, or enlarging the same, and to dig or bore other Wells upon said Park lands in case a sufficient supply of water is not obtained from the first well named, also to erect and maintain the necessary buildings, machinery, pumping and hoisting works, with a tank or tanks, reservoir or reservoirs, upon said Park lands, and to supply the City of San Diego, free of expense, with ten thousand (10,000) gallons of water per month for irrigating that portion of the said Park lands adjacent to said well or wells, tank or tanks, reservoir or reservoirs, or for other public uses, and also to furnish said City, free of expense, with water to extinguish fires in said City, and to use in any other great public necessity, and also to keep said well or wells, buildings, machinery, pumping or hoisting works, tank or tanks, reservoir or reservoirs in good order and repair for the term of fifty years except in case of unavoidable accidents; and also that at the expiration of the said term of fifty years the said City shall have the right and privilege of purchasing from said Company all of its said buildings, machinery, pumping and hoisting works, tank or tanks, reservoir or reservoirs, and other improvements upon said Park Lands, at a fair cash valuation.

And the said City for and in consideration of the covenants, promises and agreements on the part of the said Company hereinbefore contained, covenants, promises and agrees to and with the said Company that the said Company shall have the free and unobstructed right of entry upon all and singular the said premises, together with the right of occupying and using the same for the uses and purposes hereinbefore mentioned for the term of fifty years, and also that said Company shall have all the water obtained from said well or wells, excepting the quantity hereinbefore agreed to be supplied and furnished to said City, and that said Company shall have the privilege of laying down the necessary pipes for conducting water in and through said Park lands into any part of said City, and also that if said City shall not, at the expiration of said term of fifty years, purchase the said buildings, machinery, pumping and hoisting works, tank or tanks, reservoir or reservoirs, and other improvements of said Company upon said Park lands,

then and in that case the said Company shall have right and privilege of removing all and singular its said buildings, machinery, pumping and hoisting works, tank or tanks, reservoir or reservoirs, and other improvements upon said Park lands without let or hindrance.

And it is mutually understood, covenanted and agreed by and between the said Company and the said City that nothing in this instrument contained shall be so construed as to vest in said Company any right, title, estate or interest, in or to any portion of said Park lands other than, or except the mere right of occupancy or user for the term of years, and for the uses and purposes hereinbefore mentioned.

And that this instrument shall not be so construed, so as to prevent the Corporate authorities of the City of San Diego from granting similar privileges to any other water company or companies, nor to authorize said San Diego Water Company to enter upon any portion of said Park Lands which may have been enclosed or improved by said City, nor to prevent said corporate authorities of said City of San Diego, from selling or disposing of any portion of said Park lands which may be unoccupied by said "San Diego Water Company", nor to prevent said City of San Diego from sinking wells upon said Park lands for ~~the~~ the purpose of irrigating the same or supplying said City of San Diego with water.

And the said Company further covenants, promises and agrees to and with the said City, that the said Company its successors and assigns, will never, at any time, assert, claim or maintain any right, title, estate or interest in or to any portion of said Park lands other than, or except the mere right of occupancy, or user for the said term of years, and for the said uses and purposes hereinbefore mentioned.

In Witness Whereof, the Board of Trustees of said City of San Diego, and the Board of Directors of the San Diego Water Company have hereunto set their hands at the said City of the said City of San Diego, in the County of San Diego, in the State of California, the day and year in this instrument first above written.

W. J. McCormick,
President & Trustee.

E. G. Haight,
Clerk & Trustee.

D. W. Briant, Trustee.

John M. Boyd, Trustee.

Jose G. Estudillo, Trustee.

H. M. Covert, President & Director.

E. O. McCarthy, Secy & Director.

Wm. H. Gardner, Treasurer & Director.

B. F. Hudd, Director.

State of California)
County of San Diego) SS.

On this twentieth day of March A. D. Eighteen hundred and seventy-three before me G. N. Hitchcock a Notary Public in and for said San Diego County, personally came W. J. McCormick President and Trustee, E. G. Haight Clerk and Trustee and D. W. Briant, John M. Boyd and Jose G. Estudillo Trustees, of the City of San Diego, and also H. M. Covert President and Director of the San Diego Water Company, D. O. McCarthy Secretary and Director of said San Diego Water Company, Wm. H. Gardner Treasurer and Director of said San Diego Water Company, and B. F. Nudd Director of said San Diego Water Company, known to me to be the individuals described in and who executed the within instrument, and acknowledged to me separately each for himself that he executed the same as such officer therein designated.

In Witness Whereof, I have hereunto set my hand and Official Seal, at my office in the City of San Diego.

G. N. Hitchcock

(Notarial Seal)

Notary Public

W. J. McCormick President
E. G. Haight Clerk.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Various extracts taken from Record Book #1, Minutes of the Board of Trustees of the City of San Diego.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By _____ Deputy.

Ed Fletcher Papers

1870-1955

MSS.81

Box: 61 Folder: 10

**Business Records - Water Companies -
Cuyamaca Water Company - City of San Diego
vs. Cuyamaca Water Co. - Cuyamaca Exhibits**



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