

San Diego County Water Company ✓

724 South Spring Street
Los Angeles, California

July 25, 1924.

Colonel Ed Fletcher,
920 Eighth Street,
San Diego, California.

Dear Colonel:

Enclosed find copy of my letter to the Southern Title Guaranty Company regarding the Eucalyptus Culture Co. lands, which you are selling to Mr. Henshaw, together with the Chapman lands.

If you have not deposited the deed in Escrow with the Southern Title Guaranty Company, will you please do so.

Very truly yours,

James A. Beckett

GAB/P.
Encl.

July 25, 1924.

Southern Title Guaranty Company,
San Diego, California.

Gentlemen:

We enclose herewith note and mortgage signed by Mr. Griffith Henshaw and Irene R. Henshaw, his wife, to Ed Fletcher, covering lands adjacent to Lake Hodges, known as the Eucalyptus Culture Co. lands, and that portion of the Chapman land lying between the 330-foot and 395-foot contours. You will deliver the note and mortgage to Ed Fletcher when you can furnish Mr. Henshaw a recorded deed to the property described therein, signed by Ed Fletcher and wife; and certificate of title showing the properties in the name of Griffith Henshaw subject to state and county taxes, payable this Fall; subject to rights of way heretofore granted; and subject to the enclosed mortgage.

Mr. Henshaw will pay the cost of continuing the certificate of title to show the properties in his name, and will pay one half of the escrow charges.

Kindly mail the recorded deed, and certificates of title to the writer for transmittal to Mr. Henshaw.

Very truly yours,

GAB/P.
Encl.
Copy to Col. Fletcher.

San Diego County Water Company

724 South Spring Street

Los Angeles, California

Oct. 9, 1924.

Col. Ed Fletcher,
920 Eighth Street,
San Diego, Calif.

Dear Colonel:

I have a letter from the Southern Title Guaranty Company regarding the Chapman and Eucalyptus Culture lands, and from which I quote as follows:

"We find from the records that Ed Fletcher is the owner of an undivided one-fourth interest, and John Treanor is the owner of an undivided three-fourths interest in that portion of the Rancho San Bernardo, in the County of San Diego, designated as Parcel 19 (and known as the Chapman land) in that certain deed from William G. Henshaw and Hettie T. Henshaw to John Treanor and Ed Fletcher, dated December 30, 1921, and recorded in Book 875 page 404 of Deeds, records of San Diego County, lying and being above the 330 foot contour line above sea level, United States Geological Survey datum, contiguous to the Lake Hodges Reservoir site.

We also find, that Ed Fletcher is the owner of an undivided one-half interest, and John Treanor is the owner of an undivided one-half interest in Parcel 21 of said Rancho (known as the Eucalyptus Culture Company lands) in that certain deed from William G. Henshaw and Hettie T. Henshaw to John Treanor and Ed Fletcher, dated December 30, 1921, and recorded in Book 875 page 404 of Deeds, records of San Diego County, lying and being above the 330 foot contour line above sea level, United States Geological Survey datum, contiguous to the Lake Hodges reservoir site.

If it is your understanding that you are to get only an undivided one-fourth interest in Parcel 19 of the Chapman land and an undivided one-half interest in Parcel 21, known as the Eucalyptus Culture Company lands, please advise us. Before we can proceed further we must have this definite understanding."

Col. Fletcher

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10/9/24

The writer understood that you owned a one-half interest in the Chapman lands and in fact it is his recollection that your escrow instructions stated that you were deeding a one-half interest in the portion of this land lying between the 330 and the 395 foot contours. The writer also understood that the total amount of the mortgage, i.e., \$11,990.00, was figured on the basis of the acreage as computed by Mr. Shropshire and on the basis of \$100.00 per acre, or \$50.00 per acre for your half interest, as follows:

Eucalyptus Culture, 59.2 acres at \$100.00 per acre	\$5,920.00
Chapman, 180.6 acres at \$100.00 per acre	18,060.00
Total	<u>\$23,980.00</u>
One-half interest	<u>\$11,990.00</u>

The writer assumes that the title company is correct in its statement as to your one-fourth ownership in the Chapman. If so, we have both been in error, not only in computing the sale price and amount of the mortgage, but your deed conveying a one-half interest in the Chapman should be corrected to a one-fourth interest. I have not a copy of the deed, but a copy of the escrow instructions which you sent makes reference to this.

In view of the above, I assume that the sale price and the amount of the mortgage should be corrected (as well as your deed) to conform to conditions as they now appear, and presumably upon the following basis:

Eucalyptus Culture, 59.2 acres at \$100.00 per acre	\$5,920.00	
One-half interest		\$2,960.00
Chapman lands, 180.6 acres at \$100.00 per acre	18,060.00	
One-fourth interest		<u>4,515.00</u>
Total		<u>\$7,475.00</u>

Will you please advise me regarding this, first, as to the correctness of the Title Company's statement as to your interest in the Chapman land, and second, as to the re-figuring of the amount of the note to be given, which

Col. Fletcher

- 3 -

10/9/24

latter would seem to be only a matter of arithmetic if you find that the Title Company is correct.

Will you also please cover me with a copy of any amended escrow instructions you may send to the Title company?

Yours very truly,

Garner A. Beckett

GAB:HP

San Diego County Water Company

724 South Spring Street
Los Angeles, California

December 8, 1924.

Col. Ed Fletcher,
920 Eighth Street,
San Diego, Calif.

Dear Sir:

You told me last week that you were familiar with the construction of the telephone line which runs to Henshaw Dam and to Warner's Hot Springs.

Will you not be good enough to give me a history of this telephone line, its construction and all detail which you feel would be of interest to us?

Thanking you for your courtesy in this matter,
I am,

Very truly yours,

Garner A. Beckett

GAB:HP

December 9, 1924.

Mr. Garner A. Beckett,
San Diego County Water Co.,
724 So. Spring Street,
Los Angeles, California.

Dear Sir:

Answering yours of December 8th, will say in 1905 or 1906, if I remember rightly, representing the owners of the Warner Ranch, I made arrangements with the Telephone Company whereby the owners of the Warner Ranch at their own expense built a telephone line from Santa Ysabel to Warner Hot Springs. The owners of the Warner Ranch at that time were J. Downey Harvey, owning an undivided three-fourths interest and Vaile and Gates, one-fourth.

Later on the Pacific Light and Power Company purchased an undivided three-fourths interest in the ranch from J. Downey Harvey, and I was in the employ of the Pacific Light and Power Company for two or three years acquiring water rights on the San Luis Rey River.

About 1910 I was instrumental in selling the Pacific Light and Power Company's interest to William G. Henshaw, and Mr. Henshaw also purchased the one-fourth interest of Vaile and Gates. I was Mr. Henshaw's agent at that time, and have a distinct recollection that in the transfer went the telephone line as well, and the Telephone Company recognized our ownership of the telephone line and made us maintain it for years.

At Mr. Henshaw's expense I built the telephone line down to Warner Dam along in 1911 or 1912 and if my recollection serves me right, I have in my files agreements between the Telephone Company and Mr. Henshaw in relation thereto which I will try to find, whereby the Telephone Company recognized our ownership, and gave us permission to without charge telephone between the dam and the springs.

Yours very truly,

EF:AH

December 10, 1924.

Mr. G. A. Beckett,
San Diego County Water Co.,
Los Angeles, Calif.

Dear Sir:

Confirming our verbal conversation when you made the trip last week over the San Luis Rey lands, owned by Mr. Treanor and myself, I submit the following exchange for Mr. Treanor's consideration:

That Mr. Treanor acquire the following properties:

Anderson - - - - -	approximately 495.31 acres
Lucy Stevens - - - - -	249.3 "
George D. Stevens - - - - -	80.0 "
Utt - - - - -	972.25 "
Wakeham - - - - -	160. "
Woolsey - - - - -	160. "
Peters - - - - -	40. "
Calao - - - - -	161.66 "

That I acquire full ownership in the following properties:

Bowman - - - - -	120. acres
Bryan - - - - -	220. "
Craig - - - - -	270. "
Hooper - - - - -	69.61 "
Swail - - - - -	5. "

subject to the \$3500 mortgage which exists on the Craig and Hooper properties and which I will assume. My understanding is there are no other obligations or mortgages on any of the properties excepting the \$3500 referred to.

If Mr. Treanor cares to make this exchange and will signify within the next few days that it is satisfactory, it will be satisfactory to me.

the Wakeham property adjoining your Pico property, as there are wonderful possibilities of water development there by pumping. The San Diego County Water Company should also own all those Bonsall lands, as there is a large underground supply of water in the Anderson and Stevens places which will be very valuable and some day could fortify the San Diego County Water Company's gravity supply, as it is very close to the Vista district and the water can be pumped, in my opinion, cheaper from the San Luis Rey than it will cost to develop it from Warner dam.

This offer of exchange to hold good for thirty days from date. If not satisfactory I would be glad to have a counter proposition.

I have heard nothing from you relative to my previous letter on lands around Lake Hodges, Honshaw dam and Eagles Nest. There is no particular hurry, but if the proposition is not satisfactory and Mr. Treanor has no counter proposition to make, I will submit my original offer re those lands around Lake Hodges, dividing them up into two parts, letting Mr. Treanor take his choice.

Yours very truly,

EF:KIM

Done

San Diego County Water Co.

RECEIVED

San Diego County Water Co.
1111 Broadway
San Diego, California

Dear Sir:

Reference is made to your letter of December 27, 1933, in which you offer to exchange certain lands in the Vista district for certain lands in the San Luis Rey district. The lands in the Vista district are described as follows: 1. 100 acres in the Vista district, bounded by the San Luis Rey River on the north and east, and by the Warner dam on the south. 2. 100 acres in the Vista district, bounded by the San Luis Rey River on the north and east, and by the Warner dam on the south. The lands in the San Luis Rey district are described as follows: 1. 100 acres in the San Luis Rey district, bounded by the San Luis Rey River on the north and east, and by the Warner dam on the south. 2. 100 acres in the San Luis Rey district, bounded by the San Luis Rey River on the north and east, and by the Warner dam on the south.

I have no objection to your offer of exchange, and I am willing to accept the same. I am, however, unable to accept the offer of exchange as it is not in my interest. I am, therefore, unable to accept the offer of exchange as it is not in my interest. I am, therefore, unable to accept the offer of exchange as it is not in my interest.

Very truly yours,

Yours very truly,

EF:KIM

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Clancy	1250
Lucy Stevens	12500
Les D "	3500
Witt	3000
Petters	1000
Wakeham	6500
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Craig	10500
Hosper	2750
Boroman	4000
Swale	150
Bryan	8800
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AGREEMENT

THIS AGREEMENT entered into by and between the San Dieguito Water Company, a corporation, and Ed Fletcher;

WITNESSETH: It is agreed by the parties hereto that that certain form of agreement dated September 18, 1924, filed in the office of the County Recorder of San Diego County, California, on September 30, 1924, and recorded in Book 1021 of Deeds at page 252, was never consummated between the parties thereto, for the reason that there was no delivery of such agreement, and that the recording of same was a mistake and inadvertence;

IT IS FURTHER AGREED that said agreement recorded as aforesaid, shall be and is hereby cancelled and annulled, and held for naught, and that the rights of each and all of the parties thereto shall be and remain the same as though said agreement had not been signed, and recorded.

Dated, December 18 1924.

SAN DIEGUITO WATER COMPANY,

By _____ Vice Pres.

By E Secretary.

Ed Fletcher

TRINITY 5951

CORPORATION BLDG.
724 SO. SPRING ST.

**SAN DIEGO COUNTY WATER COMPANY
SAN DIEGUITO WATER COMPANY**

LOS ANGELES, CALIF.

February 14, 1925.

Col. Ed Fletcher,
920 Eighth Street,
San Diego, California.

Dear Sir:-

I am handing you herewith on behalf of John Treanor a draft of a proposed contract providing for an escrow with the Union Title Company and the deposit with said company in escrow of certain deeds, leases, contracts and instruments which are specifically mentioned therein.

Will you kindly have Judge Sloan go over this proposed contract and make such suggestions as to alterations, including omissions or additions as in his opinion will more fully express the understanding which we have reached.

Please be advised that we also reserve the right to suggest omissions or additions or alterations and this for the reason that the contract has been hurriedly prepared.

May we ask you to give this matter immediate attention in order that it may be executed as provided and one of the executed contracts filed with the Union Title Company? In the meantime, may I suggest that each of the parties proceed with as much dispatch as possible in securing the execution of the instruments?

In accordance with your verbal request this morning I am also returning to you your office copy of the deed which you submitted for approval so that you may add thereto the Hermans and Grammon properties. When these descriptions have been added to the proposed deed I will check it.

Yours very truly,

James A. Beckett

GAB-ES
Enclosure.

February 16, 1925.

Mr. G. A. Beckett,
San Diego County Water Co.,
724 So. Spring Street,
Los Angeles, California.

Dear Sir:

Answering yours of February 14th,
will say that after the agreement is signed there
will be no delay on our part in getting the papers in
escrow.

I have turned over your contract to
my attorney, Judge Sloane, who will write you today on
the subject.

Yours very truly,

EF:AH

TRINITY 8981

CORPORATION BLDG.
724 SO. SPRING ST.

SAN DIEGO COUNTY WATER COMPANY
SAN DIEGUITO WATER COMPANY

LOS ANGELES, CALIF.

February 27, 1925.

Mr. Ed Fletcher,
920 Eighth Street,
San Diego, Cal.

Dear Sir:

I am returning herewith your office copy
of the proposed deed to Mr. Treanor and Mr. Henshaw.
I have not looked over the deed other than to read
the description for the Lake Hodges Grove acre,
and this description I do not find in satisfactory
form.

Yours truly,

James A. Beckett

GAB:HP
Encl.

March 2, 1925.

Mr. G. A. Beckett,
San Diego County Water Co.,
Corporation Building,
Los Angeles, California.

Dear Sir:

Answering yours of Feb. 27th, will say my understanding from Mr. Shropshire was that you and he had agreed on the description. Make any corrections you see fit, and so long as the title company will certify to it it is satisfactory to us.

Yours very truly,

EF:KIM

March 6, 1925.

Mr. G. A. Beckett,
San Diego County Water Co.,
San Diego, Calif.

My dear Mr. Beckett:

As requested yesterday enclosed find copy of Mr. Treanor's receipt given for the certificates of title mentioned therein, also copy of the last Evans deed.

Yours very truly,

*Musty
1411
3629
mv
Sincerely*

KIM

March 6, 1925.

San Diego County Water Company,
724 So. Spring Street,
Los Angeles, California.

Attention: Mr. Beckett

Gentlemen:

Inclosed herewith find signed agreement
as per your request.

Mr. Townsend came over this morning, said
that he would trade square foot for square foot,
taking the northerly point of the Lake Hodges Grove,
and giving you the two pieces that you asked for -
the southerly piece facing the highway, and the strip
offland.

My contract made last year with Townsend
was to give him all of the Jim Carroll land above the
330 foot contour excepting the piece of land excepted
as per description which we sent you. As we have
contracted to furnish these two pieces to Townsend,
we cannot deliver same to you. However, as a last
resort, I asked Townsend to make me a price on the
two pieces. He said he would look them over today and
give me a final answer tomorrow.

My suggestion is that as both pieces only
amount to about a fifth of an acre, you accept his
proposition and change the description and cut down
the area accordingly.

Mr. Shropshire says there will be no
necessity for a survey, and that he can send you up
the legal description approved by the title company
which will include the two pieces you want, and also
the grove tract that I own, excepting the one fifth
of an acre that is being given by you in exchange.

Yours very truly,

EF:AH

March 9, 1925.

San Diego County Water Company,
724 So. Spring Street,
Los Angeles, California.

Attention: Mr. Beckett

Gentlemen:

I have had another conference this afternoon
with Mr. Townsend, and he feels that he is doing the
decent thing and stands pat in his exchange, i.e. -
he will deed you the property marked in green in con-
sideration of your deeding him the property marked in
brown on map herewith attached.

Mr. Shropshire says there is absolutely
no necessity of a survey in the field and the deal
can be closed at once.

Please let me know how you want to handle
it - whether we will go ahead and I will deed you the
property I control and you make your own deal with
Townsend in exchange, or do you wish it done now.

Yours very truly,

EF:AH

**SAN DIEGO COUNTY WATER COMPANY
SAN DIEGUITO WATER COMPANY**

LOS ANGELES, CALIF.

March 7, 1925.

Mr. Ed Fletcher,
920 Eighth Street,
San Diego, Cal.

Dear Sir:

I have your letter of March 6th in reference to the description of the Lake Hodges Grove store. I am very much disappointed that this matter could not have been settled between yourself and Mr. Townsend yesterday.

I have all the documents which Mr. Treanor and Mr. Henshaw are to execute, and am forwarding them today to San Francisco for signatures of Mr. Griffith Henshaw and his wife. The lease of the Bernardo Store and Hodges Grove store is among these papers. This lease must have attached as Exhibit "A" the description of the Lake Hodges Grove Acre.

This is a very small matter and I have therefore used the description sent you in Senator Wright's letter under date of March 3rd. I have done this for the following reasons:

1. The description of the exception in your trust with Townsend at the Southern Title Guaranty, is incorrect as it now stands. It must be corrected before the title company can issue a certificate, and it might as well be corrected to the form used in Senator Wright's letter as to some other arbitrary form.
2. Mr. Cromwell advises that he will not be willing to approve the description, other than that in Senator Wright's letter, without making a new survey to check any amended description and ascertain the relation of existing structures to the amended description.
3. The amount involved is so small that I do not consider it worth the delays.

If you cannot make a deal with Townsend to the end that when you correct (as you must in any case) the description of the exception in the Townsend Trust to that given in

Mr. Ed Fletcher

- 2 -

3/7/25

Senator Wright's letter, it will necessitate a survey and re-execution of the Hinshaw lease, and probably delay the entire escrow for several weeks.

My suggestion is, therefore, that you make your deal with Townsend to acquire this small acreage, and I see no reason why Townsend should not accept your proposition to him to sell this back to you on the basis of \$200.00 per acre, or \$40.00 for this 1/5 acre.

As you know, Townsend used the Water Company's property for his tent and office for several months, and the Water Company made no charge against him for this use. It seems only proper, therefore, that he should be as fair in endeavoring to straighten out this matter of an incorrect description.

Yours Truly,

James A. Beckett

GAB:HP

March 9th, 1925.

Mr. G. A. Beckett,
San Diego County Water Co.,
Los Angeles, California.

My dear Sir:

Answering yours of the 7th, will say I thought I made it plain to you. I sold this property nearly a year ago to Mr. Townsend. The property has been deeded to the Southern Title Guaranty Company and it is wholly a matter between you and Mr. Townsend.

All I can deliver is the land I retained under my agreement with Mr. Townsend, and Mr. Shropshire has sent you a copy of the legal description of the land that I have retained in ownership. I am glad to help you all I can and the best I could do was to get Mr. Townsend to agree to exchange square foot for square foot as per Mr. Shropshire's letter to you.

I note what you say about Townsend using the water company property for his tent and office for several months. That is true, but you were well paid for it, for two-thirds of all the hunting and fishing receipts that we got from the grove was on account of Townsend's activities, of which you got 25 percent.

Mr. Shropshire informs me that the title company will issue a certificate of title based on the legal description which he has prepared on the land that I reserved; and did not sell to Townsend and the Southern Title Guaranty Company will also issue certificate of title to the land under the proposed compromise between Townsend and yourself as forwarded to you last Saturday by Mr. Shropshire, without the necessity of any further survey in the field being made.

Yours very truly,

EF:KLM

TRINITY 5951

CORPORATION BLDG.
724 SO. SPRING ST.

SAN DIEGO COUNTY WATER COMPANY
SAN DIEGUITO WATER COMPANY

LOS ANGELES, CALIF.

March 10, 1925.

Mr. Ed. Fletcher,
Fletcher Building,
San Diego, California.

Dear Sir:-

I have your letter of March 9th regarding the matter of the description of the Lake Hodges Grove store. The lease with Hinshaw which contains a description of this property has gone to San Francisco for execution and I cannot now substitute the new description for that outlined in Senator Wright's letter.

Regardless of what Mr. Shropshire may feel as to the necessity of a new survey in the field, our engineer states he will not approve the description without making such a survey.

As errors were made in the description of the exception to the Townsend trust, and as these errors must in any case be rectified before the Title Company can give certificate to the store acre, I still think that the wisest thing to do is for you to make a deal with Townsend so that he will accept the description submitted in Senator Wright's letter and we will all be spared the necessity of delays incident to the making of a new survey and re-execution of the papers by Mr. Hinshaw and Mr. Treanor.

I can see no reason why we should be penalized and forced to enter into negotiations with Townsend just because mistakes were made in the descriptions in the Townsend Trust.

Yours truly,

GAB-ES

James A. Beckett

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March 11, 1925.

San Diego County Water Co.,
Corporation Building,
Los Angeles, Calif.

Attention Mr. G. A. Beckett:

Gentlemen:

Regarding the continuation of the eighteen certificates, the Union Title Company made us a price of \$285.00 for a continuation of same. If satisfactory to you the price is to me.

I have already made arrangements with the First National Bank of Los Angeles, and the Southern Trust & Commerce Bank of San Diego, cancelling the notes signed by Messrs. Treanor and Henshaw.

The Union Title Company said the Treanor-Fletcher contract was not yet in escrow with the Union Title Company, but unless I hear from you to the contrary I will go ahead with the bringing down of the certificates of title, showing the property is free and clear in Treanor and Fletcher, as agreed upon in the Treanor-Fletcher contract.

Yours very truly,

EF:KLM

March 13, 1925.

Mr. G. A. Beckett,
San Diego County Water Co.,
Los Angeles, California.

My dear Sir:

Enclosed find letter from Mr. Shropshire

[same date]

which is explanatory. This was agreed upon last spring is a matter of official record, and it cannot be changed.

I prefer to have you negotiate with Mr.

Townsend, for I have done the best I could for you.

Yours very truly,

EF:KLM

SAN DIEGO COUNTY WATER COMPANY
SAN DIEGUITO WATER COMPANY

LOS ANGELES, CALIF.

March 13, 1925.

Mr. Ed Fletcher,
920 Eighth Street,
San Diego, Cal.

Dear Sir:

When I was last in your office we discussed the certificates of title and you referred me to your letter of February 28, 1924 with which were enclosed certain certificates of title covering the Tom Carroll, Jim Carroll, Chapman, and Eucalyptus Culture, and Nulton properties.

I have gone to considerable trouble to locate these certificates and on re-reading your letter find that following the list of the certificates you say, "all these certificates show only between the 315 and 330 foot contour".

From this I assume that they are not at all the certificates we want. Can you give me any information regarding certificates showing the properties above the 330 foot contour.

Very truly yours,

James A. Beckett

GAB:HP

SAN DIEGO COUNTY WATER COMPANY
SAN DIEGUITO WATER COMPANY

LOS ANGELES, CALIF.

March 23, 1925.

Mr. Ed Fletcher,
920 Eighth Street,
San Diego, Cal.

Dear Sir:

I believe that Senator Wright has advised Judge Sloane of the fact that we have placed all our documents and papers in connection with the agreement with Mr. Treanor and yourself under date of March 5th, in escrow at the Union Title Insurance Company. The escrow number is 139647. If you will advise when your papers have been placed in the escrow we will be glad to go over same and facilitate the closing of the escrow in every possible way.

There are certain leases on lands which you are conveying which are to be turned over to Mr. Treanor outside of the escrow, together with settlement of accounts in connection with these leases. I have in mind such leases as you have made on the Treanor-Fletcher lands and the Treanor-Taylor lands. Will you please advise when you are ready to go into these matters with the writer?

Yours truly,

James A. Beckett

GAB:HP

March 24, 1925.

Mr. C. A. Beckett,
San Diego County Water Company,
Los Angeles, California.

Dear Sir:

Enclosed find description to the property
which I own at Lake Hodges Grove. This is the only
land that I reserved under my agreement with Mr. Townsend
and this description must be satisfactory to you unless
you make some satisfactory exchange with Mr. Townsend.

Unless I hear from you to the contrary this
week, I will execute the deed to the above and put it
in escrow with the title company.

Yours very truly,

RF:KLM

Not reviewed
after dictation

TRINITY 8981

CORPORATION BLDG.
724 SO. SPRING ST.

SAN DIEGO COUNTY WATER COMPANY
SAN DIEGUITO WATER COMPANY

LOS ANGELES, CALIF.

October 14, 1925.

Mr. Ed Fletcher,
920 Eighth St.,
San Diego, Calif.

Dear Sir:

You are hereby notified that San Dieguito Water
Company, in accordance with its agreement with you dated
September 18, 1924, regarding the so-called "Fenton Ranch",
has elected to, and desires to, retain that portion of the
land described in said agreement lying between the 330 foot
and 395 foot elevations; and you are further notified to
remove all improvements from said reserved portion of land
immediately, and to cease the use of said land and surrender
the same in accordance with the terms of said contract.

In order to determine the acreage of that portion
so elected to be retained and paid for as provided in the
contract, surveys of the contours should be run. Since both
parties will doubtless desire the recordation of a map showing
the boundary line common to the property retained and that
deeded you under the terms of the agreement, it would seem
proper that a surveyor satisfactory to both parties now be
selected. We therefore suggest for your consideration either
Mr. Butler, formerly County Surveyor of San Diego County, or
Mr. Paul Watson of San Diego. Kindly advise us whether a
survey by one of these men will be acceptable to you.

As soon as a survey has been made and the acreage
determined, the instruments referred to in the contract can be
drawn and executed by both parties.

Yours truly,
SAN DIEGUITO WATER COMPANY
By *C. A. Beckett*
Assistant General Manager.

GAB:HP

October 16, 1925.

San Dieguito Water Company,
Corporation Building,
Los Angeles, California.

Attention G. A. Beckett

Gentlemen:

Answering yours of the 14th, will say that it makes no difference to me which party makes the survey. As soon as a survey is submitted to me I will have my own engineer check it up, which can be done easily in a day or two.

My experience has been that Mr. Watson will expedite the work as compared to Mr. Butler, but I believe both of them are thoroly accurate.

I am entitled to a reasonable time to remove the improvements. Please let me know if you wish them removed before we make a settlement and I am paid what is coming to me. Approxmiately what is the date that I will be paid.

I have the ranch rented on a month to month basis to Mr. W. H. Harbell. He is paying me \$110.00 a month. Do you wish to keep him on there, or make some arrangements with him in relation thereto? If so, I will take the matter up with him, unless you prefer to take it up with him direct. His address is Escondido, California.

I intend to remove the big house immediately, but if you will give me thirty days' notice to move the rest of the improvements, I will lease them to Harbell for \$10.00 a month to suit your convenience, and Harbell can pay you \$100.00 a month until such time as the water company turns it over to the city. This refers to the land between the 330 and 395 foot contour, and is just a suggestion. It will be hard for you to rent the lands for any reasonable rental without having the improvements there.

Yours truly,

EF:KLM

October 20, 1925.

San Dieguito Water Company,
Corporation Building,
Los Angeles, California.

Attention Mr. Garner A. Beckett

Gentlemen:

In reading your letter of October 14, 1925 again I see you refer to agreement with me dated September 18th 1924. According to my records the agreement of September 18th, 1924 was returned to the Title Company in December, and the final agreement was dated December 29th, 1924, which was the contract put in escrow with the Southern Title Guaranty Company and recorded.

Kindly confirm my understanding that the date of the agreement referred to in your letter of October 14th is December 29th, 1924 instead of September 18, 1924.

Yours truly,

EF:KLM

San Diego, California,
October 20, 1925.

FOR VALUE RECEIVED, I hereby assign to SAN DIEGO TRUST & SAVINGS BANK all my right, title and interest in and to that certain Agreement made and entered into the 29th day of December, 1924, by and between San Dieguito Water Company, a corporation, and Ed Fletcher, of San Diego, California.

Ed Fletcher

TRINITY 8981

CORPORATION BLDG.
724 SO. SPRING ST.

SAN DIEGO COUNTY WATER COMPANY
SAN DIEGUITO WATER COMPANY

LOS ANGELES, CALIF.

October 30, 1925.

Mr. Ed Fletcher,
920 Eighth Street,
San Diego, Calif.

Dear Sir:

Replying to your letter of October 27th, we note that it is agreeable to you that a survey of the 330 and 395 foot contour lines on the Fenton property be made by Mr. Watson on a cost-plus basis at a maximum cost of \$800.00. After writing you on October 23rd we were able to locate a survey run by the Santa Fe Land Improvement Company as to the 330 foot contour. This survey was made several years ago and doubtless you are familiar with it. I am enclosing a blueprint, however, for your files. When this map and the field notes were located we furnished Mr. Watson a copy and notified him that so far as we were concerned it would not be necessary to run the 330 foot contour again. He agreed, therefore, to run the 395 foot contour on the cost-plus basis. By finding this map the cost to both parties should therefore be reduced.

In regard to the time for the removal of buildings, you will note that the agreement, on page 4, provides that your right to use the land, or any part of it, ceases immediately upon our election to retain the property below the 395 foot elevation. Since you have no right to use the property after the date of our election, it seems clear that you should remove the improvements immediately following such election, providing, of course, that you should have a reasonable time after such election within which to do this. We feel that the thirty days requested by you in your letter of October 16, 1925, is a reasonable time. We are, however, willing to allow you an additional ten days, or until November 24, 1925, if you need additional time.

You will note from the attached blueprint that certain improvements lie below the 330 foot contour. As our agreement with you covers only that portion of the Fenton Ranch above the 330 foot elevation, it is our understanding

Mr. Ed Fletcher

- 2 -

10/30/25

that such buildings as lie below an elevation of 330 feet are not to be removed.

Mr. McFadden will get in touch with Mr. Harbell regarding an extension of his lease. Several other parties are looking at the ranch and we will of course make the best possible lease.

Yours truly,

James A. Beckett

GAB:HP
Encl.

November 4, 1925.

San Diego County Water Company,
724 So. Spring Street,
Los Angeles, California.

Attention: Mr. Beckett

Gentlemen:

Answering yours of October 30th with map of 330 foot contour as made by the Santa Fe Land Improvement Company, will say that there is probably an error in the survey, according to information I received by telephone last night. There is a certain piece of land on which the dairy barn is located that is above the 330 foot contour. Mr. McFadden was there, ran the survey himself, and I understand has checked the error. However, the final survey of Mr. Watson will determine.

I am sure the courts would interpret it that you have not elected to purchase the property until you have paid for it. You might elect so to do, but you cannot elect so to do until you have made the surveys, determined the amount, and paid me the amount that is coming to me. I do not see that you have any right to order us to remove any improvements until you have made payment thereof, and that we are entitled to a reasonable time thereafter. I consider a reasonable time thirty days, and if you will send down a check for the amount as soon as the survey is completed, I will agree to remove the improvements within thirty days from the day I receive the money, and receive in addition a deed to the balance of the Fenton Property, as per contract.

I am starting this week to remove the house on the hill. It will probably take two weeks. I am planning to dispose of the other improvements to Mr. Harbell, which he has agreed to buy in case he secures a lease of the land. Mr. McFadden has promised him a lease providing it is satisfactory to

Mr. Rhodes, City Manager. Mr. Rhodes has promised Mr. Harbell to write a letter today to Mr. McFadden giving Mr. McFadden authority to make a lease wherein Harbell has a reasonable time to remove his improvements. If a lease of this kind cannot be made this coming week, satisfactory to Mr. Harbell, and Mr. Harbell will not buy his improvements from me, I shall commence to remove the balance of the improvements and complete the removal of same within a reasonable time. The survey in the field will be completed tomorrow or next day, and we should have a complete report by the last of the week.

I want to cooperate with you in every way I can, and ask that you do likewise.

Kindly acknowledge receipt of this letter,
and oblige,

Very sincerely yours,

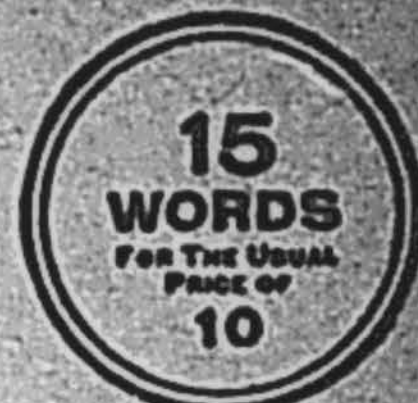
EF:AH

FEDERAL TELEGRAPH COMPANY

ELLERY W. STONE, President



RADIOGRAM



The Federal Telegraph Company transmits and delivers this message subject to the terms and conditions accepted by sender.

Received at 261 First St., Phone 668-17

16 CO R 34 RUSH

Losangeles 101 5a Nov 27 1925

Ed Fletcher

920 Eighth St LSandiego

Acreage figure reported by Watson does not correspond with sum called for your Escrow instructions Union Trust Company by forty dollars stop our check in hands of trust company kindly correct your escrow instructions

Warner A Beckett

10017Am

GIVE THE "FEDERAL" THE ANSWER

November 25, 1925.

Mr. G. A. Beckett,
San Diego County Water Company,
724 So. Spring Street,
Los Angeles, California.

Dear Sir:

Answering yours of November 24th, will say your Mr. Cromwell brought the map over yesterday as prepared by Mr. Watson, and I signed it.

The developed area, deducting the county roads, is 160½ acres I believe.

I have filed with the Union Trust Company this deed, duly signed and acknowledged by Mrs. Fletcher and myself, Escrow # 151736. Inclosed find copy of instructions.

Yours very truly,

EF:AE

June 17, 1938.

Mr. Garner Beckett,
San Diego County Water Company
Corporation Building
Los Angeles, California.

My dear Beckett:

The California Outing Company fell down on us completely and we have had to foreclose. This pertains to certain lands along the shores of Lake Hodges and affects the right of way for the road.

In 1936 in the suit to quiet title the California Outing Company, the San Diego Water Supply Company and ourselves were the defendants, and Mr. L'E'Cluse furnish you the necessary papers for signature. We cannot get our money for the right of way and everything is stalled until you sign the papers. My understanding is that you have no interest in the land whatsoever where the right of way for road purposes is located.

Can you not take some prompt action in this matter and send down the papers to the county. As I understand it it is only a technicality and you are not involved in any way. Your early attention to this matter would be greatly appreciated, as you have the original papers, so Mr. Daniels of the County Surveyor's office informs us, giving you by Mr. L'E'Cluse

Yours sincerely,

EF M

SAN DIEGO WATER SUPPLY COMPANY

621 SOUTH HOPE STREET

LOS ANGELES, CALIFORNIA

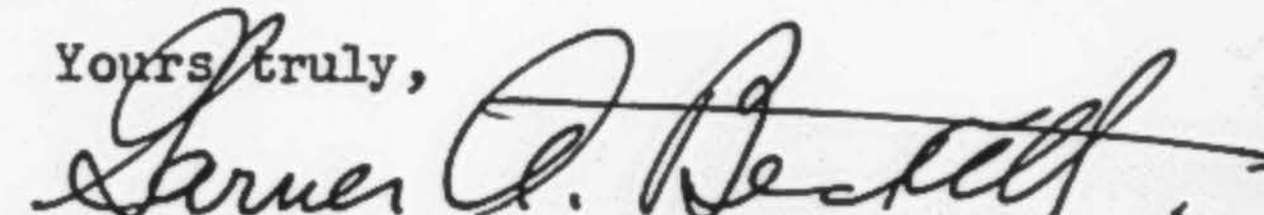
June 21, 1938

Col. Ed. Fletcher,
1018 Ninth Avenue,
San Diego, California.

Dear Col. Fletcher:

I have your letter of the 17th regarding papers incident to a road right-of-way. I am not familiar with these but will take the matter up with Mr. Cromwell as soon as he returns from Stanford, where he is attending his daughter's graduation. I shall ask him to get in touch with you at his early convenience and feel sure that between you the matter can be satisfactorily worked out.

Yours truly,



GAB-ES

June 23, 1938

San Diego Water Supply Co.,
621 So. Hope Street
Los Angeles, California

Attention: Mr. Garrow A. Beckett

My dear Mr. Beckett:

Thanks kindly for your letter of the 21st and your
prompt reply.

Whenever I can be of service to the Water Company,
do not hesitate to call on me.

With kind personal regards,

Sincerely yours,

EF/jv

Ed Fletcher Papers

1870-1955

MSS.81

Box: 2 Folder: 4

General Correspondence - Beckett, Garner A.



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