Mrs. Mary B. Judson 1928 Pennsylvania Ave. Los Angeles, Calif.

Dear Madams

Answering yours of April 17th I take it that you do not mant to sign an agreement parting with your riparian and pumping rights similar to the others. I am sending you a copy of the riparian and pumping right agreement. Please note the following clause that tould be in your deed.

The reserve the right, when the water is available, to divert by gravity or pumping, water for use upon the lands included in this option, not to exceed normal use for domestic and irrigation purposes. This protects you on your water supply.

This riparian and pumping agreement has been signed by the following: Fred Dyer, \$6000; Lillian Judson, \$11,500; Lester D. Rockwood, \$15,000; Reter and Ervine Georgeson including all the Georgeson property as well as the Potts 160, Timms 80, Garlock 80, \$27,000; Wm. H. Dyer, \$3000; C. G. Marchus \$15,000; Herbert Judson, \$17,500; Everett Peet, \$15,000; E. H. Webb on the 553 acres of Ward-Roberts tract \$30,000; Webb on the 792 acres of the Myers Webb tract, \$60,000; Wm. G. Jennings is selling his 20 acres for \$3300; Nellie G. Scoog of the Johnson Estate we will get for about \$5000. They are asking \$7500. Mr. Bradbury telephoned me yesterday that he would send in his option. My understanding is it is to be \$10,000 for all the water rights with an option to buy the whole property for \$25,000. We expect to make the same agreement with Mrs. Wood. She has written to get the consent of one son in the east.

Henry Fenton's price has been reduced from \$150,000 to \$125,000 for his ranch and we expect toget it for \$100,000 and will sign up this week. He is selling out right.

This only leaves Trussell and Boyle to clean up the entire valley and I am expecting to hear from Mr. Boyle any day and will see Mr. Trussell in the next two or three days. We have no time to lose as the city is continually drawing out of this fund.

We must have an option for a year because we may have to call an election to transfer the funds and that will take considerable time and expense. We are planning to make the offer to the city next week.

The property will be paid for in cash and if you hate to give me a one year option the way every one else has done at least give me an

166" 102

May 1st, 1933.

Colonel Ed Fletcher, San Diego, California.

Dear Col. Fletcher:

For and in consideration of the sum of one dollar (\$1.00), receipt of which is hereby acknowledged, and other good and sufficient considerations, I give you or your assigns an option for a period of six (6) months from date of this agreement to purchase certain water rights hereinafter described for a consideration of twenty five thousand dollars (\$25,000.00) in cash to be paid as hereinafter set forth.

This option to purchase includes all the riparian rights in the San Pasqual River appurtenant to said land and also the rightto pump water from the underlying sands and gravels appurtenant to three hundred fifty-two and nineteen hundredths (352.19) acres which I own in Section Thirty-five (35), Township Twelve (12) South, Range One (1) West; Section Two (2), Township Thirteen (13) South, Range One (1) West, and Section One (1), Township Thirteen (13) South, Range One (1) West, S.B.M., as per legal description contained in a contract made with the City of San Diego in the year 1926, in which contract the city agreed to purchase said land.

This option is made, however, subject to the following express limitation: Upon the payment of said twenty five thousand dollars I agree to convey to you or your assigns only such rights as are now appurtenant to said land and which I have the legal right to dispose of. I also reserve the right to divert from the surface waters flowing in the San Pasqual River to which said lands are riparian and/or to pump from the same and gravels underlying said lands, a sufficient quantity of water to irrigate seventy-two (72) acres of said lands and for all domestic and stock purposes. Subject to the above limitations, I agree as follows:

- l. To Transfer to you or your assigns all riparian and water rights appurtenant to said lands and which I can legally dispose of.
- 2. To give you the right, in so far as I can legally do so, to divert the San Pasqual River from the watershed by means of dams, pumping and otherwise.

the property will be paid for in each and if you have to give

Calculate. 10 are placeming to noise the order to one only more sent. option for six months please at your lowest price that you are willing to accept. We must have an opplied for a year, became, we tall have by gold

An early reply will be appreciate.

Transacti in the name the or three days. We have no time to land to the chira Yours very truly, and the production of the state of the

Me to selling out right. ton wire named and expected talks and also seek at a large and attached the state of the seek and the seek an Handle Person a principle has reduced from Step 1000 to William 1000

entitlen to got the difficult of our son to the sant. POR ONE . On a greet then he the north of resemble with Mrus Woods, one has the sail the about distill about on obstant to buy the shalls propured for the second of the properties o EF: ASK and the second strong of the grant performing and has congress and a The state of the s te a cu ou la sur mebb creatie do con inter m. Manningra de celliens his mos The term of the particular dust one in the body Erstage Peak, girls, political The Time of the teat areas of the same and the teath the teath the teath the same in the teath the same in the teath the same in the same and the same in the same and the sam The state of the state of the confidence suggesting significant manufactures and the second of the s THE THE RESERVE SCORES PRINTING SQUARES STITE SOOF PRODUCED D. MOCHECIAS

Los as of the lune to the second The configuration of the property and article than perfection of the last tenth or the Line, water for the upon that Lands Lacindad in this option, may be The properties the right, write the return to continue to district to divinct by gravity

this triberies and brokens agreement and brokens the the

"wested he An Your doed. the tacht egreent, Please note the fellesting chance field the similar to the others. A the sending you a cold of the this billion The work to order on allegment being the set that to be true und homografi the properties yours of August 1972 to the Your You do

Descriptions

"Ban and Ital, Child. There I sent the terms was . many mast et automi

April Alendaria

May let, 1838.

Colone Factorer ... The throil Lag to std man

Moser Col. Florence:

Tollob ego to sue edi to nolisteblance al ma tol Terido bas , beshelwonkos ydayon is holes to islace, too. 131 -ea ruov to vov evin I , anoider billion tovicilius bie pent To estab morth astrona (8) whe to better a tot saltago sal calls refluctedent to merchase dericate water rights hereinstrur erallob beauted; for a constitution oftenty five these tronded delians . dated the test entered as other ed of near at 100.000, and

neither to purphase includes this the richtenien has basi ries of farmerages revis inspect and ent at plants bus sheer garying onter from the underlying sendend nestenth bascowt-vitti berhaud needs of Jakestauges allevers swit-waring collect al awe I dolde seres [61,888] shaher the (19), Township Tarive (12) South, Rango Cos (1) Test; Section on (a) rownedic Vateton (13) South; Bange One (1) Reat, and speak introd (II) assirted Thirteen (II) Bouth, Range One emutrate and with the City of Diego in the year 1938, . basi place besiding of feorge with ent townscop delde at

This option is sade, nowever, subject to the following -words byit vinest bles to jurgent of said twenty five thoumore vinc analysis you no you of years at some I syntheir and and swan I do into bus, but hims of the broken and are the addition drawib of their and evrasar oaid I ale candoals or their tere! a mine and mort gome of to bor aging of ere where the cairs To villagio underlying said lands, a sufficient quentity of Tot bug shund time to seron (ST) our-vrooved ordaint of sets -dimit evode end of tootded . assocrate foots for pitnes ytewellet as serve I , unotto

Andreote ile trained troy to wor to referre ? of . . ! when I dolde bue shoot bire of thementing a singly to be in isguily dispude of:

-Laret nee I se rat on at their and way ovin of . C Dederator and mora revil Lempers and but travit of the place Centarento for anionno , emab To come to

at an and

3. To execute deeds of conveyance to the aforesaid water rights, said deeds or instruments of conveyance to be approved by the City Attorney of the City of San Diego.

4. I agree at any time before the expiration of the six month period, if and when you shall have deposited in escrow with any title company in the City of San Diego the said purchase price, to-wit, twenty five thousand dollars, I will likewise deposit as a part of the same escrow and within thrty (30) days after you have made such deposit, all deeds of conveyance, accompanied by certificate of title showing the property free and clear of encumbrance, subject only to lien for state and county taxes which may then be due and not payable, and subject to any claim or right the City of San Diego may have to divert the waters from the San Pasqual River by reason of that contract hereinbefore referred to, wherein the undersigned agreed to sell to the City of San Diego in the year 1926 said hereinbefore described lands, and subject to such water rights, if any, as the city may have obtained by commencing the construction of the Sutherland Dam pursuant to said agreement. Said escrow shall provide that as soon as said conveyances are deposited and said title papers are approved by the City Attorney of the City of San Diego, thereupon the twenty five thousand dollars shall be paid to me and the title papers and certificate of title shall be delivered to you or your assigns.

5. Said title papers shall also contain a covenant or condition that in event the City of San Diego installs and operates pumping plants which materially lower the water level under said lands hereinbefore described, the city or other transferee will pay me monthly the difference in the cost of pumping caused by the lowering of the water levels by the extraction of water therefrom and what it would have cost me to pump had not the city installed and operated its pumping plants, or in lieu thereof the city shall have the option to furnish water at its own cost sufficient to irrigate said seventy-two acres of land and for domestic and stock purposes.

This option shall be placed in escrow and shall under no circumstances be recorded, and in the event it is recorded this option shall cease and determine as of the date of the recording of the same. Time is the essence of this agreement.

Dated at Los Angeles, California, May 1, 1933.

WITNESS:

Benest. M. Judson.

46 15

3679- Dairmount Ave, San Diego, Palif. March 26, 1938-El Stetcher Co., Box 1412, San Diego, California I wrote you some time ago, in answer to your letter. of deb. 7, 1935that I would be willing to sele my ranch in San Tasquel Valle with all of the water lighte and that I would let you know later in regard to the price for each payment there then, I have given the matter considerable thought, and have decided that I do not care to sell the land with all the water righte; but will sell a portion of the water rights to the lity, reserving enough water rights, for my own wel; as I told you I would do before! yours very truly, Mary B. Judefor.

March 30, 1935.

Mary B. Judson 3679 Fairmount Avenue San Diego, California.

My dear Mrs. Judson:

Answering yours of the 26th will say that the recent decision of the Supreme Court was a body blow to riparian owners, with the result that I am trying to make so e kind of a settlement with the city. I hope to know in a few days whether we are going to be able to accomplish anything or not. We may have to wait until the new council comes in before we can finally close.

Sincerely yours,

EF:RC

City of San Diego,

Centlement

In consideration of \$\frac{2}{7500}\$

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

NE 407 S W & Sec 35-T12-112 E3/407 NE & See 2 T13-1W Sa 67NW & See 1-T13-1N N & 7SW & See 1-T13-1N HA in S & NW 07 SE & Sec W T IN E27 A M S & T OJ SW & 35TIW Time is the essence of this agreement. I acknowledge receipt of \$1.00 and other consideration in relation thereto.

Mary D. Judson

ED FLETCHER CO. San Diego, Calif.

Gentlemen:

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

Mary B)udson.

October 3, 1939

City of San Diego San Diego, California

Gentlemen:

4-1

In consideration of \$7500.00 paid me on or before May 1st, 1940, I agree to sell you the right to complete Sutherland Dam within the so-called San Pasqual-San Vicente watershed, said dam being more particularly located in Section 28, Township 12 South, Range 2 East, S.B.M., San Diego County, California; together with the right to impound and divert the water so impounded to other watersheds and originating Easterly from said dam. The property which I own, and affected by this agreement, is legally described as follows:

NE¼ of SW¼, Sec. 35. T. 12, 1 W. E-3/4 of NE¼, Sec. 2, T. 13, 1 W. S½ of NW¼ Sec. 1, T. 13, 1.W. N½ of SW½ " 1 " " 4 A. in 8½ of NW of SE½ Sec. 35, T. 1 W E. 27 A. of SE¼ of SW¼ " " "

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

(Signed) MARY B.JUDSON

ED FLETCHER CO. San Diego, Calif.

Gentlemen:

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

(Signed) MARY B.JUDSON

-

November 28, 1939

Mrs. Mary B.Judson 3679 Fairmount Avenue San Diego, California

My dear Mrs. Judson:

With reference to your recent inquiry, enclosed find letter of November 22nd from City Manager Rhodes that is explanatory.

With kind regards,

Sincerely yours,

EF/jv

3679- Fairmount. Ave San Diego, Calif. Dec. 20, 1939.

Sen. Ed Sletcher. 1020 - Minth Avenue, San Diego, Palifornia.

After much consideration in regard to your request, to lower my price, in the deal I signed with you lately, in regard to water rights to my San Vacqual Lalley ranch, I feel that I can not make a reduction in my price; as that extra water, which would be taken away from us, is very valuable to us for integation in the late spring to learly summer Yours very truly, mary Bludson.

March 1, 1940

Ed Fletcher Company 1020-9th Avenue San Diego, California

Gentlemen:

In consideration of your continued services in promoting settlement with the City of San Diego regarding the building of Sutherland Dam and acquisition of the water rights in relation thereto, all as per option heretofore signed, I hereby extend the option date of May 1, 1940 to September 1, 1940 under the same terms and conditions.

Yours truly,

Mary B. Judson

March 19, 1940

Mrs. Mary B.Judson 3679 Fairmount Avenue San Diego, California

41 Tes . 44 14

My dear Mrs. Judson:

Enclosed find copy of agreement which you signed and is a true copy of the original. I thought you had a copy for one should have been left with you. It was an error that one was not left.

I am asking that you extend the time of the option to September 1, 1940 and hope you will sign the extension as per enclosed, returning to me at your earliest convenience. I am leaving for the East March 26th and will be gone nearly a month and we should have the matter decided upon before I leave.

With kind regards,

Sincerely yours,

EF/jv encl.

ED FLETCHER

Ed Fletcher Papers

1870-1955

MSS.81

Box: 14 Folder: 14

General Correspondence - Judson, Mary B.



Copyright: UC Regents

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

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