

April Eighteenth  
1 9 5 3

Mrs. Mary B. Judson  
1923 1/2 Pennsylvania Ave.  
Los Angeles, Calif.

Dear Madam:

Answering yours of April 17th I take it that you do not want 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 would be in your deed.

We 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; Peter 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 to get 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

Expire Oct 31-1933

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 right to 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:

1. 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.



option for six months please at your lowest price that you are willing to accept.

An early reply will be appreciate.

Yours very truly,

EF:ASK

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 the 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 or in kind as hereinafter set forth.

This option to purchase includes all the riparian rights in the San Pascual River appurtenant to said land and also the right to pump water from the underlying sands and gravels appurtenant to those lands fifty-two and nineteen hundredths (52.19%) acres which I own in Section Thirty-five (35), Township Twelve (12) North, Range One (1) West, Section Two (2), Township Thirteen (13) North, Range One (1) West, and Section One (1), Township Thirteen (13) North, Range One (1) West, S.B.M. as per legal description contained in a plat recorded with the City of San Diego in the year 1928, in which plat 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 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 Pascual River to said lands any water in riparian and/or pump from the sands and gravels underlying said lands, a sufficient quantity of water to irrigate twenty-two (22) acres of said lands and for all domestic and stock purposes. Subject to the above limitations, I agree as follows:

1. 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 am legally able to, to divert the San Pascual River from the watershed by means of dams, pumping and otherwise.



#2

3. To execute deeds of conveyance to the afore-said 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 thirty (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.

#3

Time is the essence of this agreement.

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

Mary B. Judson.

WITNESS:

Robert N. Judson.



3679- Fairmount Ave., San Diego, Calif.  
March 26, 1935-

Ed Fletcher Co.,  
Box 1412,  
San Diego, California.

Dear Sen. Fletcher: -

I wrote you some time ago, in answer to your letter of Feb. 7, 1935, that I would be willing to sell my ranch in San Pasqual Valley, with all of the water rights, and that I would let you know later in regard to the price for cash payment.

Since then, I have given the matter considerable thought, and have decided that I do not care to sell the land with all the water rights; but will sell a portion of the water rights to the City, reserving enough water rights for my own use; as I told you I would do before.

Yours very truly,  
Mary B. Judson

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 some 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



October 3, 1939

City of San Diego,  
San Diego, California.

Gentlemen:

In consideration of \$ 7500<sup>00</sup>  
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:

NE  $\frac{1}{4}$  of SW  $\frac{1}{4}$  Sec 35-T12-1W  
E  $\frac{3}{4}$  of NE  $\frac{1}{4}$  Sec 2 T13-1W  
S  $\frac{1}{4}$  of NW  $\frac{1}{4}$  } Sec 1-T13-1W  
N  $\frac{1}{2}$  of SW  $\frac{1}{2}$  }  
4 A. in S  $\frac{1}{2}$  of NW of SE  $\frac{1}{2}$  Sec 35 T1W  
E 27 A. of SE  $\frac{1}{4}$  of SW  $\frac{1}{4}$ , 35 T1W

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

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.

Mary B. Judson

C  
O  
P  
Y

October 3, 1939

City of San Diego  
San Diego, California

Gentlemen:

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:

NE  $\frac{1}{4}$  of SW  $\frac{1}{4}$ , Sec. 35. T. 12, 1 W.  
E- $\frac{3}{4}$  of NE  $\frac{1}{4}$ , Sec. 2, T. 13, 1 W.  
S  $\frac{1}{4}$  of NW  $\frac{1}{4}$  Sec. 1, T. 13, 1 W.  
N  $\frac{1}{2}$  of SW  $\frac{1}{2}$  " 1 " "  
4 A. in S  $\frac{1}{2}$  of NW of SE  $\frac{1}{2}$  Sec. 35, T. 1 W  
E. 27 A. of SE  $\frac{1}{4}$  of SW  $\frac{1}{4}$  " " "

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 Fletcher.  
1020 - Ninth Avenue,  
San Diego, California.

Dear Sir:-

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 Pasqual Valley 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 irrigation in the late spring & early summer.

Yours very truly,  
Mary B. Judson.



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

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.**



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