

DIRECTORS MEETING
OF THE
VOLCAN LAND AND WATER COMPANY.

Tucson, Arizona, November 25, 1911.

In pursuance of the articles of incorporation, all the directors met at Tucson, Territory of Arizona, at No. 30, S. Stone Avenue at 3:00 P.M.

Present:- Directors: Chas.E.Walker, S.L.Pattee, D.H.
Holmes, Gerald Jones, and S.V.McClure.

Absent:- None.

On motion of Mr. Jones, seconded by Mr. Walker, Mr. S.V. McClure was unanimously elected chairman and S.L.Pattee Secretary.

On motion of Mr. Walker, seconded by Mr. Jones, the following by-laws were adopted as the by-laws of this corporation:-

" BY-LAWS

VOLCAN LAND AND WATER COMPANY.

Article 1.

O f f i c e r s .

Section 1. The officers of this corporation shall consist of a President, a vice-president, a Secretary, and a Treasurer.

The president, vice-president and Treasurer must be chosen from the stockholders.

Article 2.

P r e s i d e n t .

Section 1. The president shall be the chief executive officer of the corporation in the management of its affairs.

He shall, when present, preside at all meetings of the Board of Directors and stockholders, and perform such other duties as may be required of him by the laws of the Territory of Arizona and by the laws of this corporation, and by a majority of the Board of Directors. He shall sign all contracts, certificates, of stock, drafts, acceptances, checks, bonds and conveyances.

Section 2. The Vice-President shall, in the absence of the president, preside at all meetings of the Board of Directors and stockholders, and shall perform such other duties as may be required of him by the laws of the Territory of Arizona and by the laws of this corporation and by a majority of the Board of Directors.

Article 3.

Secretary and Treasurer.

Section 1. It shall be the duty of the Secretary to keep full and accurate minutes of all proceedings of the Board of Directors and of the stockholders, in a proper book or books. He shall also keep a list of all persons who have been and who are stockholders, with their names, alphabetically arranged. He shall keep the book of blank certificates of stock, fill up and countersign all certificates of stock issued and make the corresponding entries on the margin of each book and do and perform such other duties as shall be required of him by the Board of Directors.

Section 2. It shall be the duty of the Treasurer to take charge of all moneys belonging to the corporation and disburse it from time to time as the Board of Directors may authorize or direct, and the Treasurer may hold any other office.

Section 3. The Secretary and the Treasurer shall perform such other duties as may be required by the laws of the Territory of Arizona, the Board of Directors and the by-laws of this

corporation.

Section 4. The Board of Directors may appoint one or more assistant secretaries who may act as secretary of the said Board and in place and stead, of such secretary, and any such assistant secretary need not be a stockholder or director of this corporation.

Article 4.

D i r e c t o r s .

Section 1. Regular meetings of the Board of Directors shall be held at the office of the corporation in Arizona or in San Diego, California, on each day of the week other than Sunday and legal Holidays.

Section 2. The Board of Directors shall exercise a general supervision over the affairs of the corporation, receive and pass upon reports of the Secretary and Treasurer, issue certificates of stock and declare dividends. They shall have power to delegate from time to time such authority as they deem necessary to the officers or the agents of the corporation or to one or more members acting as a committee. They may appoint a managing director or such other agents as they may deem necessary, define their respective duties, fix their compensation and suspend or remove them from office.

Section 3. The officers of this company shall be elected by the Board of Directors.

Section 4. Three of the Directors shall constitute a quorum of the Board at any meeting, but in the absence of a majority of said Board, the minority shall have the power to adjourn such meeting.

Article 5.

Vacancy and Tenure.

Section 1. In case a vacancy occurs from any cause in the Board of Directors, the same may be filled by appointment made by the directors in office, or by vote of its stockholders at a special meeting.

Section 2. The Directors and each and every officer of

(Sgd) S I Pattee, Secretary.

or successor shall have been elected or appointed, and have qualified, provided, however, that no one shall be director after he shall have ceased to be a stockholder.

Article 6.

Certificates.

Section 1. The capital stock of this company shall be represented by certificates signed by the president and Secretary and said certificates of stock shall be of such form and device as the Board of Directors may direct. Shares of the company may be transferred at any time by the holders thereof, or by an attorney legally constituted or by legal representatives.

Article 7.

Seal.

Section 1. The corporate seal of this Company shall bear upon its face the corporate name of the Company and the words and figures " Incorporated 1911. "

Article 8.

Section 1. The stock book of the company shall be closed for ten days previous to any election of directors or the date of payment of any dividends, and a list of stockholders appearing at that time shall determine who shall vote and receive dividends.

Article 9.

Stockholders' Meetings.

Section 1. The first annual meeting of the stockholders for the election of Directors of this Company shall be held on the 11th day of December, 1911, without notice, and subsequent annual meetings shall be held at the office of the Company on the second Monday of December in each year thereafter, or if the same be a legal holiday, on the day ensuing. Twenty days' notice shall be given of the time and place of holding any regular or special stockholders' meeting subsequent to the said meeting of December

(Sgd) S L Pattee, Secretary.

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sent by mail to each stockholder at his last known residence as it may appear on the books of the Company. A majority of the capital stock, represented by the holders in person or by attorney, or by proxy, shall be necessary for any election of directors, or the adoption of any resolution. At such meeting a representation by proxy, duly appointed, shall be allowed, such proxy to be in writing and filed with the Secretary of the Company.

Section 2. At such election each stockholder shall be entitled to cast one vote for each share standing in his name as shall appear by the stock list at the time of the closing of the books. No person shall vote by proxy, unless he shall produce and deliver to the secretary a written authority so to do, signed by the stockholders whom he represents. No proxies shall be voted except by stockholders.

Section 3. The President may call a special meeting of the stockholders to fill any vacancy in the Board of Directors or to transact any other special business. Twenty days notice shall be given of the time and place of holding any such meeting by the Secretary by notice, duly posted at least twenty days prior to such meeting to each stockholder, at his last known residence as may appear on the books of the company, and the secretary's certificate as to such posting of such notice shall be conclusive evidence of the giving of such notice.

At such special meeting no business shall be transacted, except such as may be specified in the notice thereof.

Article 10.

C o n t r a c t s .

Section 1. No contract by any officer of this Corporation shall be valid without previous authorization or subsequent ratification of the Board of Directors.

Article 11.

Issuance of Bonds.

was added to the books of the company. A majority of the directors
shall have the right to give stockholders of the least known residence as to

additional or any funds for the corporation's use by issuing bonds secured by mortgage or trust deed on the corporation's property, or on any part thereof then owned or to be acquired, or in any other manner the Board of Directors deem advisable, and bonds to be secured in like manner may be issued and given in exchange for property or for any valuable consideration and the judgment and decision of the said board of the value of such property or consideration shall be final and conclusive.

Article 12.

Amendments.

Section 1. These by-laws may be altered, amended or repealed, by the Board of Directors, at any regular meeting; provided, nevertheless, that in every or any such alteration, amendment or repeal, at least a majority of the members of the board must concur.

Article 13.

Dividends.

Section 1. Cash dividends shall be declared only out of actual net profits.

Article 15.

Salaries.

Section 1. No salaries shall be paid to any of the officers of the company except by resolution past at a meeting of the stockholders.

The books were then opened for subscription. Mr. Chas. E. Walker, Mr. S.L.Pattee, Mr. D.H.Holmes, Mr. Gerald Jone, and Mr. S.V.McClure each subscribed to one share of stock. All such stock was paid for in full.

On motion of Mr. Holmes, seconded by Mr. Jones, Mr.S.V. McClure was unanimously elected president, Mr.S.L.Pattee, secretary and Treasurer, and Mr. Chas. E. Walker, vice-president, to act as

On motion of Mr. Walker, seconded by Mr. Jones, the following resolution was unanimously adopted.

Resolved; That the president and secretary be directed to issue one share of stock to each of the following named persons: Charles E. Walker, S.L.Pattee, D.H.Holmes, Gerald Jones and S.V.McClure.

On motion of Mr. Jones, seconded by Mr. Holmes, the following resolution was unanimously adopted.

Resolved: That S.L.Pattee, a bona fide resident of the Territory of Arizona and who has been a bona fide resident thereof for more than three years last past be and he hereby is appointed agent of this company upon whom all notices, summons, and process may be served under the laws of the Territory of Arizona.

On motion of Mr. Walker, seconded by Mr. Jones, the following resolution was unanimously adopted:

Resolved: That Clare Woolwine be and he is hereby named and appointed as assistant secretary to act as secretary and in place and stead of the secretary and with like powers especially in California until the further order of this board.

On motion of Mr. Jones, seconded by Mr. Holmes, the following resolution was unanimously adopted.

Resolved: That the president above named assistant secretary be and they hereby are authorized to make and execute application for rights of way and easements over lands public and otherwise, and government and Indian Reservations in the state of California, and to take all and every action necessary to secure all such rights of way and easements as are or will be necessary or proper for the conduct of the business of this corporation in said state of California.

On motion the meeting then adjourned.

(Sgd) S. L. Pattee,
Secretary.

(Sgd) S L Pattee, Secretary.

Tucson, Arizona, November 25, 1911.

The stockholders of the corporation met in special meeting at 30 S. Stone Avenue in the City of Tucson, at 3:30 PM.

Present:

Charles E. Walker,	1 share.
S.L.Pattee,	1 share.
D.H.Holmes,	1 share.
Gerald Jones,	1 share.
S.V.McClure,	1 share.

The secretary announced that all the shares of outstanding issued stock was present and represented by the owners in person.

The minutes of the Directors' meeting held on November 25, 1911, were read and on motion duly made and seconded, the same and all thereof and all acts and proceedings of the Board of Directors as therein set forth were expressly approved, ratified and confirmed, five shares voting in the affirmative thereon and none in the negative.

On motion the meeting then adjourned.

(Sgd) S. L. Pattee,
Secretary.

We the undersigned stockholders hereby assent to the above and expressly waive notice of the above meeting.

Chas. E. Walker.	(Sgd)
S. L. Pattee,	(Sgd)
D. H. Holmes,	(Sgd)
Gerald Jones,	(Sgd)
S. V. McClure,	(Sgd)

(Sgd) S. L. Pattee, Secretary.

VOLCAN LAND AND WATER COMPANY.

Tucson, Arizona, Nov. 25, 1911.

The Board of Directors met at No. 30 South Stone Avenue, Tucson, Arizona, at 4:00 o'clock P. M., November 25th. 1911.

Present: Directors Charles E. Walker, S. L. Pattee, D. H. Holmes, Gerald Jones and S. V. McClure:

Absent: None.

Upon motion duly made and seconded the following resolution was unanimously adopted by the concurrence of all the directors, to-wit:

BE IT RESOLVED: That Frank J. Belcher, residing in the City of San Diego, State of California, is hereby constituted, appointed and designated the general agent of this corporation, in the State of California, upon whom all process issued by authority by or under any law of said State, may be served.

Thereupon motion duly made and seconded the meeting adjourned.

(Sgd) S. L. Pattee,
Secretary.

of the
VOLCAN LAND AND WATER COMPANY
 held at Tucson, Arizona, December 11, 1911.

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All the Directors of the Corporation Volcan Land and Water Company, met at the Office of the Company at No. 30 S. Stone Ave., Tucson, Arizona, at 11:00 o'clock A. M., of December 11, 1911.

Present; Directors Chas. E. Walker, S. L. Pattee, D. H. Holmes, Gerald Jones and S. V. McClure.

Absent, None.

The President, S. V. McClure, took the chair, and the Secretary announced that all the Directors were present, and that the meeting was ready for business.

The Secretary announced that Mr. Charles B. Gould had made a certain proposition in writing to the Corporation, and submitted copy of the said written proposition to the Board of Directors for its consideration, and also, the Chairman announced that a report in regard to the value of the property and all the agreements and matters and things proposed to be done by the said Charles B. Gould for the Corporation as set forth in the said proposition, had been made, and was ready for the consideration of the Board of Directors.

Thereupon, upon consideration of the said Report, and of the said proposition so made by the said Charles B. Gould, the following resolution was, on motion, duly made and seconded, duly adopted by the unanimous concurrence of all the Directors:-

BE IT RESOLVED, that the Volcan Land and Water Company, having received and considered a proposition of Charles B. Gould, this day submitted to it, and hereto annexed, and being well advised, now determines and decides by its Board of Directors, that the property therein referred to and proposed to be conveyed, and

(Sgd) S. L. Pattee, Secretary.

agreements therein proposed to be made, and the work to be done, are of a total reasonable value in excess of the consideration asked of this Corporation, and the said Corporation hereby accepts the said proposition; and, the President and Secretary of this Corporation be, and are hereby directed to issue and deliver to said Charles B. Gould, the Capital Stock of this Corporation, in the amount of eighty nine thousand nine hundred and ninety (89,990) shares and the Bonds of this Corporation in the sum of Five Million Dollars (\$5,000,000.00), upon delivery by him to it of the Deed provided for in Paragraph #3 of the said Gould's proposition."

Thereupon, upon motion duly made and seconded, the following resolution was duly adopted by the unanimous concurrence of all members of the said Board:

"BE IT RESOLVED, that, for its Corporate purposes, five thousand (5,000) bonds be issued by the Volcan Land and Water Company of the denomination of One Thousand Dollars (\$1,000.00) each, aggregating Five Million Dollars (\$5,000,000.00), Gold Coin of the United States of America of the present standard, to be dated the 11th day of December, 1911, and to become due and payable on the 11th day of December, A. D., 1935, and to bear interest at the rate of six per cent (6%) per annum from date, until paid, interest payable semi-annually on the 11th day of June and December of each year ensuing the date thereof, such interest payment to be evidenced by coupons attached to the said bonds, and the President and Secretary of this Corporation are hereby authorized and empowered in the name of and on behalf of this Corporation, to execute the said bonds, and to secure the same, to be duly certified by a Trustee, and that said bonds and coupons shall be substantially of that form shown in the lithographed copy attached hereto."

And thereupon, upon motion duly made and seconded, and by the unanimous concurrence of all the members of said Board of Directors, the following resolution was duly adopted:

"BE IT RESOLVED, that in order to secure the payment of the said bonds hereinbefore provided to be executed by this Corporation, and to secure the interest thereon as the same becomes due, that the President and Secretary of this Corporation be, and they are hereby authorized and empowered and directed under its corporate name and seal, to execute to The Southern Trust Company, a Corporation organized and existing under the Laws of the State of California, as Trustee, a First Mortgage, being a Trust Deed or Mortgage upon all of the property now owned by the said Volcan Land and Water Company, and upon all the property it may hereafter acquire, under the terms and conditions embodied in an Indenture of Trust Deed or Mortgage, as follows:

T H I S I N D E N T U R E. made this 11th day of December, A. D. 1911. between the VOLCAN LAND AND WATER COMPANY, a corporation organized and existing under and by virtue of the laws of the Territory of Arizona, party of the first part, and the SOUTHERN TRUST COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, and having its principal place of business in the City of Los Angeles in said State, party of the second part, hereinafter sometimes called the "trustee" or the "said trustee". WITNESSETH:

(1) WHEREAS, the Board of Directors of the Volcan Land and Water Company sitting and acting as a board of directors and having all members present at a meeting of said board duly called, assembled and held at the office of said Company at No. 30 South Stone Avenue in the City of Tucson, Territory of Arizona, on December 11th, 1911, at 11:00 o'clock A.M., by the unanimous concurrence of all members of said board of directors, did adopt and pass a resolution that for its corporate purposes five thousand (5,000) bonds be issued by the party of the first part of the denomination of One Thousand Dollars (\$1,000.00) each, aggregating Five Million Dollars (\$5,000,000.00) gold coin of the United States of America of the present standard, to be dated the 11th day of December, A. D. 1911, and to become due and payable on the 11th day of December, A. D. 1935, and to bear interest at the rate of six per cent (6%) per annum from date until paid, interest payable semi-annually on the 11th day of June and December of each year ensuing the date thereof; such interest payments to be evidenced by coupons attached to said bonds; and did authorize and empower the president and secretary of the said party of the first part in the name of and on behalf of the party of the first part to execute the said bonds, and that the same be duly certified by the party of the second part herein, trustee as aforesaid, said bonds and coupons being

substantially in the following form:-

Bond No. _____

UNITED STATES OF AMERICA.

V O L C A N L A N D A N D W A T E R C O M P A N Y

A corporation created and existing under the laws of the

TERRITORY OF ARIZONA

FIRST MORTGAGE GOLD BOND.

\$1,000

\$1,000

The Volcan Land and Water Company, a corporation organized and existing under the laws of the Territory of Arizona, for value received, acknowledges itself indebted to the Southern Trust Company, or to the bearer hereof, in the sum of ONE THOUSAND DOLLARS, gold coin of the United States of America, of the present standard, which sum it promises to pay to the bearer hereof on the 11th day of December, A. D. 1935, and it further promises that on presentation and surrender, as or after they severally mature, of the attached coupons (authenticated by the lithographed signatures of its treasurer) it will pay to the person presenting the same on the 11th day of June and December in each year ensuing the date hereof, interest on such principal sum at the rate of six per cent (6%) per annum, payable semi-annually as aforesaid, from and after the 11th day of December, A. D. 1911. Both principal and interest hereof are payable at the office of The Southern Trust Company in the City of Los Angeles, State of California, in such gold coin. This bond is one of a series of five thousand, both inclusive, issued and to be issued under and equally secured by an indenture of trust deed or mortgage from this company to The Southern Trust Company, Trustee; and it is issued and to be held under and subject to the terms and conditions thereof. In case of default for ninety days in the payment of any semi-annual installment of interest on any of the bonds issued under said trust deed or mort-

gage the principal hereof may become immediately due and payable as in said trust deed or mortgage provided.

The terms and conditions of the trust deed or mortgage given to secure this bond are subject to modification, change or enlargement in accordance with paragraph 14 of the trust deed or mortgage.

This bond is subject to retirement at the option of the Volcan Land and Water Company at one hundred and five per centum (105%) of the face value of this bond plus accrued interest, as provided in paragraphs 16 and 17 of the trust deed or mortgage.

This bond shall not become valid and obligatory until authenticated by the certificate of the trustee, or its successor, on the bank hereof.

IN WITNESS WHEREOF, the said Volcan Land and Water Company has caused its corporate name and seal to be hereunto affixed, and this bond to be signed by its president or vice-president and certified to under the corporate seal by the secretary or assistant-secretary, each and all duly authorized thereto, this 11th day of December, A. D. 1911.

(S E A L)

VOLCAN LAND AND WATER COMPANY

BY

Secretary.

President.

FORM OF COUPON.

NO. _____

\$30.00

The Volcan Land and Water Company will pay bearer THIRTY DOLLARS (\$30.00) in United States gold coin, at the office of The Southern Trust Company, in the City of Los Angeles, California, on the eleventh day of _____, 19____, being six months' interest on its first mortgage gold bond No. _____.

Treasurer.

TRUSTEE'S CERTIFICATE.

The undersigned hereby certifies that the within bond (with coupons) is one of the series of five thousand bonds men-

tioned in the trust deed or mortgage referred to in the within bond.

(S E A L)

THE SOUTHERN TRUST COMPANY
Mortgagee and Trustee

By _____

(2) AND WHEREAS, the said Board of Directors at the meeting aforesaid, and in the manner and form and by the votes aforesaid, did further direct that to secure the payment of said bonds and interest thereon as the same became due, that the president and secretary of the party of the first part, be authorized, empowered and directed, under its corporate name and seal, to execute to the party of the second part, as trustee, a first mortgage, being a mortgage or deed of trust, upon all of the property now owned by the party of the first part and all property that it may hereafter acquire, under the terms and conditions embodied in this indenture; and,

(3) WHEREAS, thereafter and on the same day, to-wit: the 11th day of December, A. D. 1911, the stockholders owning all of the subscribed and all of the issued capital stock of the said party of the first part did file in writing with the secretary of the said party of the first part their assent to said resolutions and approval thereof and did at a meeting duly assembled and held on said December 11th, 1911, at Tucson, Arizona, expressly ratify, confirm and approve such proposed bond issue and trust deed or mortgage and said resolution hereinabove set forth by said Board of Directors in regard thereto.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

(4) That the party of the first part, for the purpose of securing the payment of the sums of money mentioned in said bonds to be issued hereunder, and the interest thereon, and in consideration of the sum of One Dollar (\$1.00) to the said party of the first part in hand paid by the party of the second part,

the receipt whereof is hereby acknowledged, has granted, bargained, sold, released, enfeoffed, conveyed and confirmed, and by these presents does grant, bargain, sell, release, enfeoff, convey and confirm unto the said party of the second part, as trustee, and to its successors and assigns forever, the following described property situated in the County of San Diego, State of California, to wit:-

The west half of section fourteen (14); and the west half of the southwest quarter, the northwest quarter, the southwest quarter of the northeast quarter, the southeast quarter of the northeast quarter, the north half of the southeast quarter, and the northeast quarter of the southwest quarter, all in section twenty-three (23); and the west half of the northwest quarter, the southeast quarter of the northwest quarter, the northwest quarter of the southwest quarter, all in section twenty-six (26); and the southeast quarter of the northeast quarter, the north half of the southwest quarter, the north half of the northeast quarter, the southwest quarter, the northeast quarter, the southeast quarter of the northwest quarter, all in section twenty-seven, in township twelve (12) south range one (1) east, San Bernardino Meridian; and the east half of the southeast quarter of section eleven (11) and the northwest quarter of the southwest quarter of section twelve (12) township thirteen (13) south range one (1) west San Bernardino Meridian; and the northeast quarter of the northeast quarter, the south half of the northeast quarter, and the northwest quarter of southeast quarter of section thirteen (13) township thirteen (13) south range two (2) west San Bernardino Meridian; and all the right title, interest and estate of party of the first part in and to the southeast quarter of the southwest quarter and the southwest quarter of the southeast quarter of section twenty-three (23); and the northeast quarter of the northwest quarter, and the northwest quarter of - - - - -

the northeast quarter of section twenty-six (26), all in township twelve (12) south, range one (1) east San Bernardino Meridian; and all easements in, and rights to flow, flood, overflow and store water on, said lands, or any of the same, and all other lands held by said party of the first part in Pamo Valley in said County, and particularly in township twelve (12) south, range one (1) east, San Bernardino Meridian, and in township twelve (12) south range two (2) east, San Bernardino Meridian, and all the right, title and interest of said party of the first part in and to the south half of the northwest quarter and the north half of the southwest quarter of section seven (7) in township thirteen (13) south range three (3) east San Bernardino Meridian, and all water rights by appropriation or grant and all riparian rights and all rights to the appropriation, use, storage and flooding of water in or upon any of the above described or mentioned lands and all rights-of-way held by said party of the first part for flumes, pipe lines, conduits, ditches, aqueducts, and other means for the carrying, conducting and transporting of water from the said Pamo Valley to the Pacific Coast; and all the right, title and interest and estate of the said party of the first part in and to the following described strips of land, to wit:-

A strip of land fifty feet wide for a right-of-way over and upon the north half of the southwest quarter of section three (3) and a strip of land fifty feet wide for a right-of-way over and upon the southeast quarter of the northwest quarter and the southwest quarter of the northeast quarter of section four (4), and a strip of land fifty feet wide for a right-of-way over and upon the east half of the northwest quarter and the west half of the northeast quarter of section (8), and a strip of land fifty feet wide for a right-of-way over and upon the northeast quarter of section

seven (7), and a strip of land fifty feet wide over and upon the southwest quarter of the southwest quarter of section five (5) and over and upon the south half of the southeast quarter of section six (6), and over and upon the northeast quarter of the southwest quarter and the northwest quarter of the southeast quarter of section five (5), all of said land being in township thirteen (13) south range one (1) west San Bernardino Meridian; and all the right to flow and flood such portions of said lands as shall lie below the level of the highest contour line upon any dam that may be constructed upon any of said lands or upon any of the lands hereinbefore described; and also all right, title and interest of or held by the party of the first part in or to the property, or any of the property described in that certain deed bearing date the 26th day of February, 1892, and executed by Pamo Water Company and T. S. Van Dyke and John C. Van Dyke and recorded in the County Recorder's office of said San Diego County in book of Deeds No. 194 at page 487 et seq. and in that certain deed of trust bearing date the 9th day of April, 1892 and executed by John C. Van Dyke and T. S. Van Dyke, trustees, and Pamo Water Company, and recorded in said County Recorder's office in book of deeds No. 199 at page 295 et seq. or in either of said deeds; and also all other real property of or held by said party of the first part and situated without or outside of the exterior boundaries of the Linda Vista Irrigation District, in the County of San Diego, State of California.

And also all water, water rights, water privileges, rights-of-way, franchises, reservoirs, pipe lines, aqueducts, and distributing systems, and all appliances and machinery used in connection therewith, and all other property now owned or that may be hereafter acquired by said party of the first part, be the same real, personal or mixed.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, incomes, issues and profits thereof, with all the right,

title and interest, property, possessions, claim and demand in law or equity of the party of the first part of, in and to all the property now belonging to the party of the first part or that it may hereafter acquire.

TO HAVE AND TO HOLD, all and singular the above mentioned premises, properties, and rights, together with the appurtenances, unto the said party of the second part, its successors and assigns forever, in trust, nevertheless, for the security and benefit of all and every persons or bodies corporate who or which shall be, or at any time become, the holder or holders of any such bonds, or the coupons appertaining thereto; without preference to the holder of any of said bonds or coupons over any of the others by reason of priority in the date thereof or the time of the issuing or negotiating of the same.

PROVIDED ALWAYS, and these presents are upon the express condition, that if the party of the first part, or its successors or assigns, shall well and truly pay or cause to be paid to the holders of said bonds and coupons, when and as the same shall become due and payable, the principal and interest moneys secured hereby, according to the terms, provisions and conditions, tenor and effect of the said bonds, then these presents and the estate hereby granted shall cease, determine and be null and void.

(5) Until default shall be made by the said party of the first part, its successors or assigns, in the payment of the principal and interest of the said bonds, or some of them, or some part thereof, as hereinafter provided, the said party of the first part, its successors and assigns, shall be suffered and permitted to possess and enjoy the said premises, with the appurtenances and all and singular the rights and franchises hereinbefore described, and to receive, take and use the tolls, income, earnings and profits thereof.

(6) And it is hereby covenanted and agreed, and made an express condition of this mortgage or deed of trust, that the party of the first part may, from time to time, by a vote of a majority of its Board of Directors, sell, free and clear of this indenture, or any lien or encumbrance created thereby, any water or rights to the use of water, and all or any lands of the party of the first part now owned by it or that may hereafter be acquired by it and which in the judgment of the Board of Directors of the party of the first part expressed by resolution in the minutes of said Board of Directors, are not necessary for the corporate purposes of gathering, storing and transporting waters to their place of use and so to sell all or any of such lands with water rights for the supply of water to such lands by the party of the first part appurtenant thereto; PROVIDED ALWAYS, however, that in every case of sale of land with or without water or water rights appurtenant, the party of the first part shall retain for its own disposition and use the first twenty-five per cent (25%) of the net selling price, and the remaining seventy-five^{per cent}/(75%), whether in money or evidenced by contracts, promissory notes or in any other manner, and all security of whatsoever kind given in connection with and to secure the payment of the unpaid part of the selling price, shall forthwith be deposited with the trustee, who shall collect all such sums as they become due and apply them to the purposes of this trust. The party of the first part will take all appropriate steps for the collection by suit or otherwise of all such evidences of indebtedness including the enforcement of the liens of securities given to secure the same, and upon delay in so doing or failure or refusal so to do the trustee is hereby authorized to proceed to enforce such obligations in the name of the party of the first part or otherwise. And provided, that in every sale of water or rights to the use of water by the party

of the first part where the land to which the water is to be applied and become appurtenant is not also sold by the party of the first part the same disposition of the moneys arising or to arise from such sale and of all contracts, notes and other evidences of indebtedness, with the securities given to secure the performance of the obligations, shall be made as in this paragraph hereinabove touching the disposition of moneys or other evidences of indebtedness and the securities given in connection therewith arising from the sale of the lands of the said party of the first part.

AND PROVIDED ALWAYS, however, that the trustee shall receive from any such sale of water or rights to the use of water or of lands with water appurtenant not less than seven hundred and fifty dollars (\$750.00) per miner's inch, (a miner's inch of water is defined to be equal to one and one-half cubic feet of water per minute, measured through any aperture or orifice), and provided further, that no sales of water or rights to the use of water or lands with water appurtenant shall be made except upon condition of payment by purchaser of not less than sixty dollars (\$60.00) per miner's inch per annum as a perpetual charge for the upkeep of the supply and works of the party of the first part.

(7) And in all cases of such sales of water or rights to the use of water and of lands by the party of the first part, the trustee is hereby authorized to execute, and upon request of the party of the first part will execute, an appropriate instrument declaring such water or the rights to the use of water or such lands to be free and clear from the lien imposed by this mortgage or deed of trust.

(8) It is hereby further covenanted and agreed that the net proceeds of any and all of such sale or sales that are received by the trustee under the terms of this indenture shall be

used by order of the Board of Directors of the party of the first part for the following purposes, or any of them:-

First: For the sinking fund herein provided for; or,

Second: For the purchase or redemption of the bonds issued under and secured by this mortgage or deed of trust, as hereinafter provided in the provision herein in respect to a sinking fund; or,

Third: For the investment of such proceeds by loaning same at interest upon adequate securities, or by the purchase of bonds and securities approved by said Board of Directors and the trustees herein; or,

Fourth: With the consent of the trustee for the purchase or acquisition of properties and for permanent improvements and betterments of the properties of the party of the first part to be used as a part of the mortgaged premises; but all properties which may be so acquired for use as part of the mortgaged premises, and all improvements thereon, shall thereupon become subject to the lien of this mortgage or deed of trust, and upon request of the said trustee shall be conveyed to it by the party of the first part upon the trusts of these presents.

And it is expressly provided that no part of the said proceeds received by the trustee shall be used in the payment of any dividend to the stockholders, or for any purposes other than those above specified.

(9) But if default shall be made in the payment of the principal or interest moneys mentioned in the said bonds, or any or either of them, or any part thereof, according to the tenor and effect of the said bonds, or either of them, and if such default shall continue for the period of ninety days, then, and in that case, the trustee, at the request of the holders of a majority in amount of the bonds then outstanding, may enter into and upon, and take possession of and hold all and singular

the premises, estates, franchises, rights, privileges and property hereby granted and conveyed, or intended so to be, and in person, or by one or more agents, operate the said water systems and properties, make from time to time all such repairs and replacements, as it may deem judicious, and all such useful alterations, additions and improvements as the income coming into its hands shall be adequate to pay for, and take, collect and receive all tolls, earnings, issues, profits and income of said property hereby mortgaged or conveyed, and apply such tolls, earnings, issues, profits and income to the proper expenses of holding, operating and managing the said properties and conducting the business thereof, to the payment of and for all taxes and assessments which shall be levied or assessed thereon, and all necessary and proper repairs, replacements, alterations, additions and improvements upon said properties and all expenses, costs, charges and counsel fees in the premises of said trustee, and a reasonable compensation for its services; and next, to the payment of the interest and principal of the said bonds, according to the tenor and effect thereof, as the same may be or become due and payable; and in case the principal moneys secured by such bonds shall have become due, the money applicable to the payment of the interest shall be applied upon the payment of the interest installments remaining in default, in the order of their maturity; in case the said principal moneys shall have become due, the moneys applicable to the payment of the principal and interest on such bonds shall be applied to such principal and interest pro rata without any preference or priority whatsoever.

(10) It is hereby further provided and agreed that in case default shall be made in the payment of the principal or interest moneys mentioned in the said bonds or any or either of them or any part thereof, according to the tenor and effect

of the said bonds, or either of them, and if such default shall continue for the period of ninety days, then, and in that case, the trustee, at the request of the holders of a majority of the said bonds in amount then outstanding, shall proceed to judicial foreclosure and sale, or, at its option, without such judicial foreclosure, shall proceed to sell as a whole all and singular the premises, estates, franchises, rights, privileges, and property, real and personal, with the appurtenances, hereby granted and conveyed, or intended so to be, in the manner following, to wit: Such sale shall be at public auction and made at the main entrance of the County Court House in the City of San Diego, County of San Diego, State of California. The trustee shall first publish the time and place of such sale, with a description of the premises, estates, franchises, rights, privileges and property, real and personal, with the appurtenances, (such description to be sufficient for identification of the property to be sold), at least twice a week for eight weeks in some newspaper published in the City of San Diego, County of San Diego, State of California, and may from time to time postpone such sale by publication, and on the day of sale so advertised or to which it may be postponed, the party of the second part, or its successor in the trust, may sell the property so advertised to the highest bidder for cash.

And the trustee shall establish as one of the conditions of such sale, that all bids and payments on said property shall be made in gold coin of the United States of the present standard, and upon such sale the trustee shall make, execute and after due payment made, shall deliver to the purchaser or purchasers, his or their heirs or assigns, a deed of the premises, estates, franchises, rights, privileges and property, real and personal, with the appurtenances, so sold.

(11) And the trustee shall, out of the proceeds arising from

such sale, in the first place pay and retain the costs and other expenses attending such sale, including counsel fees and other expenses incurred by it, in reference to the same and a reasonable compensation for its own services in the premises and shall apply the residue of the proceeds of such sale, or so much thereof as may be necessary, to the payment of the whole amount of principal and interest which shall then be owing and unpaid, upon the bonds secured hereby, or any of them, whether the said principal, by the tenor of the said bonds be then due or yet to become due, and in case of deficiency of said proceeds, to pay in full the whole amount of principal and interest owing and unpaid upon the said bonds, they shall be paid ratably and in proportion to the amounts owing and unpaid upon them respectively, without discrimination as between principal and interest, and without preference to the holder of any one bond or coupon over any of the others. And any surplus which may remain after the full payment of the principal and interest of all of the said bonds, shall be paid over to the party of the first part, or its successors or assigns, upon lawful demand made therefor.

(12) It being further provided that the purchaser or purchasers at any such sale, judicial or otherwise, shall be entitled, in making settlement for a payment of the purchase price bidden at such sale, to turn in or use towards the payment of such purchase price, the bonds or coupons held by such purchaser or purchasers to or towards the payment whereof the net proceeds of such sale shall be legally applicable, reckoning such bonds and coupons or the amount of the same so turned in or used for such purpose at such a sum as shall be payable out of the net proceeds of such sale to such purchaser or purchasers, as holder or holders of such bonds or coupons for his or their just share or proportion of such net proceeds of sale, upon due

apportionment of and concerning such net proceeds.

(13) No delay or omission of the trustee or of the holders of bonds secured hereby in respect of any default happening and continuing as aforesaid to exercise the rights and powers arising therefrom, as hereinbefore provided, shall be held to exhaust or impair such rights or powers, or be construed to be a waiver of such defaults; but it is hereby mutually agreed as a condition subject whereto the bonds secured hereby are issued and held by each successive holder, that the holders of a majority in amount of such bonds at any time outstanding may, by an instrument under their hands and seals, or resolution adopted at a meeting of such bond-holders, waive, or instruct the trustee to waive, any default occurring and the rights accruing therefrom, on such terms and conditions, or without any conditions, as to them shall seem proper; provided, always, that no such action by the bond-holders shall extend to or be taken to affect any subsequent defaults or to impair the rights resulting therefrom; and the holders of such majority in amount may in like manner, if, upon default as hereinbefore provided, the principal of all or any of the bonds hereby secured shall have become or be by said trustee declared due and payable before the period mentioned therein for the payment thereof shall have expired, waive such default or reverse the action of said trustee in that respect; provided, that all the terms and conditions upon which any default shall be waived hereunder as aforesaid, shall apply equally and equitably to all the then outstanding bonds and to the holders thereof.

(14) And the party of the first part, for itself, its successors and assigns, doth hereby covenant and agree to and with the said trustee, and to and with the respective persons and corporations who or which shall at any time become holders of the said bonds hereby secured, or any of them, that the said

party of the first part, its successors or assigns, shall and will at any time, and from time to time hereafter, upon request, make, do, execute and deliver all such further and other acts, deeds and things as shall be reasonably devised, advised or required to effectuate the intention of these presents and to assure and confirm to the said party of the second part or its successors all and singular the property and estate, real and personal, and so as to render the same, and especially such portions thereof as shall hereafter be acquired by the said party of the first part, or its successors, available for the security and satisfaction of the said bonds, according to the intent and purpose herein expressed.

The terms and conditions of this indenture may be changed, modified or enlarged by the joint consent of the party of the first part and the trustee evidenced by their written agreement to that end, provided, however, that such change, modification or enlargement in such indenture shall affect the rights of any holders or owners of bonds only after notification of such change, modification or enlargement is endorsed upon such bond or bonds with the consent of the bond-holder and signed by the trustee or by the secretary of the party of the first part.

(15) This indenture further witnesseth, that the said party of the first part hereby covenants and agrees to and with the trustee that it will create a sinking fund to be especially applied to the redemption and payment on or before their maturity of the bonds to be issued under and secured by this indenture, as follows, to wit:-

That commencing with the year 1915 and on the 11th day of December of that year, and on the 11th day of December of each year thereafter for each of the five years immediately following the 11th day of December, 1915, the party of the first part

shall pay into said fund not less than Seventy Thousand Dollars (\$70,000.00); and that commencing with the year 1920 and on the 11th day of December of that year and on the 11th day of December of each year thereafter for each of the five years immediately following the 11th day of December, 1920, the party of the first part shall pay into said fund not less than One Hundred and Sixty Thousand Dollars (\$160,000.00); that commencing with the year 1925 and on the 11th day of December of that year and on the 11th day of December of each year thereafter for each of the five years immediately following the 11th day of December, 1925, the party of the first part shall pay into ~~the~~ said fund not less than Two Hundred and Forty Thousand Dollars (\$240,000.00); that commencing with the year 1930 and on the 11th day of December of that year and on the 11th day of December of each year thereafter for each of the five years immediately following the 11th day of December, 1930, the party of the first part shall pay into said fund not less than Two Hundred and Eighty Thousand Dollars (\$280,000.00); and provided always, however, that any and all moneys, securities and obligations taken and received by the trustee under paragraph 6 of this indenture shall be considered as payments made on account of said sinking fund and shall extinguish the payments to and for said fund hereinabove in this paragraph provided to be made in the order of their priority, beginning with the year 1915. It being expressly provided that the said securities and obligations so taken and received by the said trustee under said paragraph shall be taken and considered as payments of money at their face value.

(16) The sums so set apart shall be used in the redemption and cancellation of the said bonds, and whenever the Board of Directors of the party of the first part and the trustee hereunder shall determine that a sufficient amount of money has been accumulated in said sinking fund to justify the redemption

of any of the bonds secured hereby, notice shall be published in one daily paper in the City of San Diego, County of San Diego, State of California, for such length of time as the Board of Directors of the party of the first part shall order, that bonds be redeemed therewith, and inviting bids for the surrender thereof at prices to be named by the bidders; and upon the reception of such bids, the lowest bids shall be accepted and bonds redeemed in the order of their presentation to the extent of the money then in said sinking fund. All bonds so redeemed shall be forthwith cancelled and delivered into the custody of the trustee; provided, however, that the said Board of Directors may, in its descretion, reject any and all bids which include a premium on the par value of the bonds offered; and in such event, the Board of Directors shall invest the funds then in the sinking fund in other adequate securities, with the approval of the trustee; and all such security with interest thereon shall be made and remain a portion of the sinking fund hereunder to be used in the payment or redemption of bonds issued hereunder. And provided further that if bids are rejected because of the premium demanded on the par value of the bonds offered, the trustee may and at the request of the Board of Directors shall, draw by lot a number of the said bonds sufficient, as nearly as may be, at the price of one hundred and five per centum (105%) of the face value thereof together with accrued interest, to exhaust the moneys so held in the sinking fund. Whenever any of the bonds secured hereby shall be drawn by lot as hereinbefore provided, the trustee shall cause notice of the fact to be published in a daily paper published in the City of Los Angeles, California, at least once a week for two successive weeks, which notice shall specify the distinguishing numbers of the several bonds so drawn, and shall state that on the day specified in such notice, which shall be the next interest payment day, the trustee will.

redeem for the sinking fund hereunder at the office of the trustee in the City of Los Angeles all of the bonds so specified in said notice at the price of one hundred and five per centum (105%) of their face value, and together with accrued interest in every case, (which publication shall begin not less than thirty and not more than sixty days prior to the interest payment day on which said bonds are called for redemption). On and after the day specified in said notice for the redemption of said bonds, the bonds called for redemption, as stated in said notice, shall be redeemed by the trustee with money in the sinking fund at the rate above set forth upon the presentation and surrender of said bonds, together with all unmatured coupons appertaining thereto.

If, after any bond has been called for redemption pursuant to the provisions of this article, the same shall not be presented to the trustee for redemption on or before the date fixed therefor in said published notice, the trustee, at the request in writing of the corporation, shall set aside and reserve out of the moneys then in the sinking fund applicable to the redemption of bonds and shall place to the credit of such bond, designated by the serial number and letter thereof, a sum of money equal to the principal thereof and in addition the premium hereinbefore provided to be paid upon such redemption together with a sum equal to the interest accrued on such bond to the date fixed for redemption as aforesaid and then remaining unpaid, and the sum so reserved shall be in full payment of the bond and the coupons thereto appertaining as between the corporation and the holder thereof. Such reserve in the hands of the trustee shall constitute a trust fund and shall draw no interest. Thereupon and thereafter such bond and the coupons thereto appertaining shall be excluded from participation in the lien and security afforded by this indenture and the holder shall

look for the payment of the bond and the accrued interest thereon only to the fund so reserved in the hands of the trustee and in no event to the corporation.

(17) And this indenture further witnesseth, that it is hereby expressly agreed that any and all outstanding bonds issued hereunder may be redeemed at any time by the party of the first part upon cash payment of five per cent (5%) above the par value thereof, plus interest then accrued thereon, and such offer to redeem and tender of such amount duly made on any holder or owner of any such bonds shall make the bonds covered by such offer and tender forthwith redeemable and shall thereafter stop all interest to accrue thereon.

(18) And this indenture further witnesseth, that the said party of the first part hereby agrees and covenants to and with the trustee that the said party of the first part will pay all ordinary and extraordinary taxes, assessments and other public burdens and charges which shall or may be legally imposed upon the property herein described and hereby mortgaged, and every part thereof; and the said trustee, or any one or more of the holders of the bonds secured hereby, may, in case of default by party of the first part in this behalf, pay and discharge the same; and the amount so paid, with interest thereon at the rate of six per cent (6%) per annum until repayment by the party of the first part, its successors or assigns, shall be and are hereby secured by these presents, and declared to be a charge upon the premises mortgaged, and entitled to be paid out of the proceeds of any sale of said premises hereunder.

(19) After certification of said bonds by the trustee as hereinabove provided the same and all thereof shall be forthwith delivered to the President of party of the first part to be used by it for its corporate purposes as provided by its Board of Directors.

(20) And this indenture further witnesseth, that the trustee herein named may of its own volition resign as trustee upon giving thirty (30) days' written notice to party of the first part, and that the trustee may be changed and one or more trustees substituted in its place and stead and that any vacancy in the office of trustee hereunder may be permanently filled by the appointment of a new trustee or new trustees, by an instrument

or concurrent instruments in writing, executed under the hands and seals of the holders of a majority in interest of the then outstanding bonds secured hereby, or their attorneys in fact thereunto authorized, but that the Board of Directors of the party of the first part, or its successors, may make a temporary appointment to fill such vacancy until a permanent appointment shall be made in the manner above specified.

And it is hereby covenanted and agreed that any new trustee, or new trustees, appointed as aforesaid, whether by a permanent or temporary appointment, shall, immediately upon his, its or their appointment, become and be vested with all the estates, trusts, rights, powers and duties of the trustee or trustees in whose place he, it or they shall have been appointed; but, nevertheless, the respective parties hereto and their respective successors and assigns shall and will, upon request, make, execute and deliver all such releases, conveyances and assurances as shall be appropriate to vest in, and confirm and assure to such new trustee or new trustees, such estates, trusts, rights, powers and duties, according to the intent above expressed.

(21) It is further understood between the party of the first part and the trustee that all recitals herein contained are on behalf of the party of the ^{first} part, and the trustee does not guarantee or assume any responsibility as to the truth or correctness of such recitals, nor is the trustee responsible or to be held liable to the party of the first part, or to those who may become owners of the bonds issued under the provisions of this mortgage or deed of trust, for the validity of this mortgage or deed of trust, as a lien upon any of the property herein described, nor is the trustee responsible or to be held liable to the party of the first part, or to those who may become owners of the bonds issued under the provisions of this

mortgage or deed of trust, for the proper recording of this instrument in any book of record in any recorder's office of any county of any state or territory.

(22) And the trustee does hereby accept the trust conferred upon it by these presents, but with the understanding, and it is hereby expressly provided and agreed, that it shall **not** be liable or accountable for the acts, defaults or neglect of any agent or agents who may, in good faith and with reasonable discretion, be appointed under and by virtue of and for the purposes of these presents to do any of the matters or things herein provided for, and that no other liability or responsibility shall, under any circumstances, be borne by or attached to it than for the exercise of reasonable diligence only in the performance of said trust. The trustee shall be under no obligation to recognize any person or persons as owner or owners of any bonds, or to do or refrain from doing any act pursuant to the request of such person or persons claiming to be such owner or owners, unless such owner or owners shall produce his or their bonds, and deposit the same with the trustee, and it shall not be required to take any affirmative action on behalf of such bond-holders, unless indemnified to its satisfaction for all expenses to which it may become liable in carrying out such request or demand. The trustee shall not be under any obligation to appear in any suit, unless indemnified to its satisfaction for so doing, but it may, nevertheless, appear without such indemnity, if it elects so to do, and in such case it shall be compensated out of any funds in its hands under this trust.

(23) The trustee hereunder shall be reimbursed for all proper outlays, and shall receive reasonable compensation for all duties it may perform hereunder. If at any time the trustee is compelled to make investigations respecting any fact or facts preparatory to taking or not taking action, the certificate by

the party of the first part by its president and secretary, shall be sufficient evidence of the existence or non-existence of such fact or facts, to protect the trustee in any action it may take or may not take by reason of the supposed existence or non-existence of such fact or facts.

IN WITNESS WHEREOF, the parties have caused their respective names to be signed by their respective presidents, and their respective corporate seals to be hereunto affixed and attested by their respective secretaries, the day and year first above written.

(S E A L)

VOLCAN LAND AND WATER COMPANY

BY S. V. McClure
President.

BY S. L. Pattee
Secretary.

THE SOUTHERN TRUST COMPANY

BY _____
Vice-President.

BY _____
Secretary.

TERRITORY OF ARIZONA,)
County of Pima.) SS.

On this 11th day of December, in the year of our Lord one thousand nine hundred and eleven, before me, J. B. Henderson, a Notary Public in and for said County and Territory, residing therein, duly commissioned and sworn, personally appeared S. V. McClure, known to me to be the president and S. L. Pattee, known to me to be the secretary of the Volcan Land and Water Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same for the purposes and consideration therein expressed.

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

My commission expires May 9 - 1915.

(S E A L)

J. B. Henderson

Notary Public in and for the County of Pima, Territory of Arizona.

State of California,)
County of Los Angeles.) SS.

On this _____ day of December, in the year of our Lord one thousand nine hundred and eleven, before me _____, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared _____ known to me to be the Vice president and _____ known to me to be the secretary of THE SOUTHERN TRUST COMPANY, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and af-

fixed my official seal, the day and year in this certificate first above written.

My commission expires _____.

Notary Public in and for the County of Los Angeles, State of California.

Territory of Arizona,)
County of Pima.) SS.

S. V. McClure, being first duly sworn, deposes and says: That he is president of the Volcan Land and Water Company, the party of the first part and mortgageor in the foregoing mortgage or deed of trust, and doth depose and say that the aforesaid mortgage or deed of trust is made in good faith, and without any design to hinder, delay or defraud creditors.

(S E A L)

S. V. McClure

Subscribed and sworn to before me this 11th day of December, 1911, in the County of Pima, Territory of Arizona.

J. B. Henderson
Notary Public in and for the County of Pima, Territory of Arizona.

State of California,)
County of Los Angeles.) SS.

_____, being duly sworn, deposes and says: That he is the Vice president of the Southern Trust Company, a corporation, party of the second part and mortgagee in the foregoing mortgage or deed of trust, and doth depose and say that the aforesaid mortgage or deed of trust is made in good faith, and without any design to hinder, delay or defraud creditors.

Subscribed and sworn to before me this _____ day of December, 1911, in the County of Los Angeles, State of California.

Notary Public in and for the County of Los Angeles, State of California.

CHAS. B. GOULD: (Sgd) S L Pattee
Secretary.

STOCK BONDS.

To the Volcan Land and Water Company:

The undersigned hereby agrees that he will, in consideration of the issuance to him of the unissued stock of the Volcan Land and Water Company, consisting of 89990 shares, and the receipt of bonds of the said Volcan Land and Water Company in the sum of \$5,000,000.00, both said stock and bonds to be issued and immediately delivered to the undersigned upon the acceptance of this offer, make or cause to be made the following conveyances and do and cause to be done the following work:

FIRST: Convey or cause to be conveyed to said Volcan Land and Water Company all that certain reservoir and dam-site known as the Pamo, and particularly described in subdivision third, hereinafter set forth.

SECOND: Convey or cause to be conveyed to said Volcan Land and Water Company that reservoir and dam-site known as the Santa Maria and particularly described in subdivision third hereinafter set forth.

THIRD: Convey or cause to be conveyed to the Volcan Land and Water Company all the lands, rights of way, water and water rights, acquired by the Live Oak Association, a corporation, from the Linda Vista Irrigation District of San Diego County, a more particular description of which is as follows:

All that real property situate in the County of San Diego, State of California, described as follows/, to-wit:

The west half of section Fourteen (14); and the west half of the southwest quarter; and the northwest quarter; and the southwest quarter of the northeast quarter; and the southeast quarter of the northeast quarter; and the north half of the southeast quarter; and the northeast quarter of the southwest quarter of Section Twenty-three (23) and all in section Twenty-

three (23); and the west half of the northwest quarter and the southeast quarter of the northwest quarter; and the northwest quarter of the southwest quarter of section twenty-six (26); and the southeast quarter of the northeast quarter; and the north half of the southwest quarter and north half of the northeast quarter; and the southwest quarter of the northeast quarter and southeast quarter of northwest quarter of section twenty-seven all in township Twelve (12) south Range One (1) East, San Bernardino Meridian; and the east half of the southeast quarter of section Eleven (11) and the northwest quarter of the southwest quarter of section Twelve (12) Township Thirteen (13) South Range One (1) West San Bernardino Meridian; and the northeast quarter of the northeast quarter; and the south half of the northeast quarter and northwest quarter of southeast quarter of section Thirteen Township Thirteen (13) South Range Two (2) East San Bernardino Meridian; and all right, title and interest and estate in and to the Southeast quarter of the southwest quarter and the southwest quarter of the southeast quarter of section twenty-three (23) and the northeast quarter of the northwest quarter; and the northwest quarter of the northeast quarter of section Twenty-six (26), all in Township Twelve (12), South, Range One (1) East San Bernardino Meridian; and all easements in, and rights to flow, flood, over-flow and store water on, said lands, or any of the same, and all other lands held by said Linda Vista Irrigation District in Pamo Valley in said County, and particularly in Township Twelve (12) South, Range One (1) East, San Bernardino Meridian and in Township Twelve (12) South Range Two (2) East, San Bernardino Meridian, and all the right, title and interest of said Linda Vista Irrigation District in and to the south half of the northwest quarter and the north half of the southwest quarter of section seven (7) in township thirteen (13) South Range three (3) east San Bernardino Meridian, and all water rights by appropriation or grant and all riparian rights and all rights to the appropriation, use, storage and flooding of water in or

upon any of the above described or mentioned lands and all rights of way held by said Linda Vista Irrigation District for flumes, pipe lines, conduits, ditches, aqueducts, and other means for the carrying, conducting and transporting of water from the said Pamo Valley to the Pacific Coast; and all the right, title and interest and estate of said Linda Vista Irrigation District in and to the following described strips of land, to-wit: A strip of land fifty feet wide for right of way over the north half of the southwest quarter of section Three (3) and a strip of land fifty feet wide for a right of way over and upon the southeast quarter of the northwest quarter and the southwest quarter of the northeast quarter of section four (4) and a strip of land fifty feet wide for a right of way over and upon the east half of the northwest quarter and the west half of the northeast quarter of section Eight (8), and a strip of land fifty feet wide for a right of way over and upon the northeast quarter of section seven (7) and a strip of land fifty feet wide over and upon the southwest quarter of the southwest quarter of the southwest quarter of section Five (5) and over and upon the south half of the southeast quarter of section Six (6) and over and upon the northeast quarter of the southwest quarter and the northwest quarter of the southeast quarter of Section five (5), all, of said land being in Township Thirteen (13) South Range One (1) West San Bernardino Meridian; and all the right to flow and flood such portions of said lands are shall lie below the level of the highest contour line upon any dam that may be constructed upon any of said land or upon any of the lands hereinbefore described; and also all right, title and interest of or held by the Linda Vista Irrigation District in or to the property, or any of the property described in that certain deed bearing date the 26th day of February, 1892, and executed by Pamo Water Company and T. S. Van Dyke and John C. Van Dyke and recorded in the County Recorder's office of said County in Book of Deeds Number 194 at page 487 et seq. and in

that certain deed of trust bearing date the 9th day of April, 1892, and executed by John C. Van Dyke and T. S. Van Dyke, trustees and Pamo Water Company, and recorded in said County Recorder's office in book of deeds numbered 199 at page 295 et seq. or in either of said deeds; and also all other real property of or held by said Linda Vista Irrigation District and situated without or outside of the exterior boundaries of said Linda Vista Irrigation District.

FOURTH: Convey or cause to be conveyed all riparian rights on the San Dieguito River now owned or hereafter acquired by the undersigned, and necessary to protect the corporation in the construction of the dams hereinbefore described and in the use of the water dammed and stored thereby.

FIFTH: Acquire and convey or cause to be conveyed all the riparian rights necessary to protect said Volcan Land and Water Company in the construction of the dams and reservoirs hereinbefore mentioned and in the use of the water dammed and stored thereby.

SIXTH: Construct the dams at Pamo and Santa Maria, hereinbefore mentioned of sufficient strength to dam and store the waters at said points.

SEVENTH: Acquire and convey or cause to be conveyed to said Volcan Land and Water Company all the necessary rights of way for the convenient transportation of water from the Pamo and Santa Maria dams to any point hereinafter designated by said Volcan Land and Water Company on Linda Vista Mesa, in the County of San Diego.

EIGHTH: Erect and construct all the necessary ditches, pipe lines, aqueducts and water systems for the convenient transportation of water from the Pamo and Santa Maria dams to the points to be thereafter designated by the Volcan Land and Water Company on Linda Vista Mesa in San Diego County

NINTH: Acquire and convey or cause to be conveyed a suitable damsite and reservoir for a regulating reservoir at a

place designated by the engineers of said Volcan Land and Water
and sufficient
Company, and construct a suitable dam at said place for the
regulating of the flowing of water and the carrying on of said
water system.

TENTH: Do all the work and construction necessary
in accordance with the plans and specifications of the engineers
of said Volcan Land and Water Company, for the purpose of completing
and constructing the water system in the manner hereinbefore
indicated.

ELEVENTH: Prosecute all of said work to completion with
due diligence and under the direction and to the satisfaction of the
engineers of said Volcan Land and Water Company.

IN WITNESS WHEREOF, the undersigned has hereunto set his
hand and seal, this 30th day of November, 1911.

(Sgd) Charles B. Gould (SEAL)

Witness
Wm. H. Metcalf (Sgd)

The above proposition is hereby accepted this 11th day of
December 1911.

(Seal)

Volcan Land and Water Company

By S. V. McClure
President.
and S. L. Pattee
Secretary.

STOCKHOLDERS MEETING

of the

VOLCAN LAND AND WATER COMPANY,

Tucson, Arizona, December 11, 1911.

The Stockholders of the Corporation met pursuant to the Articles of Incorporation at No. 30, S. Stone Ave., in the City of Tucson, Arizona, at 3:30 o'clock P. M.

Present, Chas. E. Walker, 1 share,

S. L. Pattee, 1 "

D. H. Holmes, 1 "

Gerald Jones, 1 "

S. V. McClure, 1 "

S. V. McClure, as President, took the chair.

The Secretary, S. L. Pattee, announced that all the shares of outstanding issued stock were present and represented by the owners in person.

The Minutes of the Board of Directors of this Corporation held this day, at the office of this Company, No. 30, S. Stone Ave., Tucson, Arizona, were read, and upon motion duly made and seconded, said minutes and all thereof and all the acts and proceedings of the Board of Directors as set forth therein were expressly approved, ratified and confirmed, five shares voting in the affirmative thereon, and none in the negative.

And, upon motion duly made and seconded, the following resolution was adopted:

"BE IT RESOLVED, that the Stockholders of this Corporation hereby expressly ratify, affirm and approve the Bond Issue and Trust Deed or Mortgage and the resolutions heretofore made in that behalf by the Board of Directors of this Corporation, in accordance with and as set forth in the Minutes of said Board of Directors, heretofore held at No. 30 S. Stone Ave., Tucson, Arizona, this 11th day of December, 1911."

The vote on said last mentioned resolution was five shares in the affirmative, and none in the negative thereon.

(sgd) S. L. Pattee, Secretary.

The President announced that in accordance with the Articles of Incorporation, the nomination and election of Directors for the ensuing year were then in order. Whereupon, upon motion of Mr. Jones, seconded by Mr. Holmes, the following were nominated as Directors in this Corporation, and as members of the Board of Directors in this Corporation, and as members of the Board of Directors thereof; Chas. E. Walker, S. L. Pattee, D. H. Holmes, Gerald Jones and S. V. McClure.

Thereupon, upon motion of Mr. Walker, seconded by Mr. Holmes, a resolution was duly adopted whereby the nominations were closed.

Thereupon, upon motion of Mr. Walker, seconded by Mr. Holmes, the following resolution was duly adopted:

"BE IT RESOLVED, that Chas. E. Walker, S. L. Pattee, D. H. Holmes, Gerald Jones and S. V. McClure, be and they are hereby declared and are elected as Directors of this Corporation, and as members of the Board of Directors thereof for one year from date hereof, and until their successors shall be elected and qualified, and that the vote on said election shall be signified by ballot of the stockholders."

Thereupon, the ballots were cast and upon counting the same, the Secretary announced that each and all of the said persons so nominated had been elected by a vote of all the outstanding and issued stock, whereupon, the President announced that the said persons and each of them were declared elected as Directors of the Corporation.

Thereupon, upon motion, the meeting adjourned.

(Sgd) S. L. Pattee,
Secretary.

We, the undersigned stockholders, hereby expressly assent to the above, and consent thereto, and expressly assent to the said Bond Issue and Trust Deed or Mortgage therein referred to.

(Sgd) Chas E Walker
(Sgd) D H Holmes
(Sgd) S L Pattee
(Sgd) Gerald Jones
(Sgd) S V McClure.

Whereupon, upon motion, the meeting adjourned.

(Sgd) S. L. Pattee,
Secretary.

DIRECTOR'S MEETING
of the
VOLCAN LAND AND WATER COMPANY.

held at Tucson, Arizona, December 11, 1911.

All the Directors of the corporation Volcan Land and Water Company, met at the office of the Company at No. 30 S. Stone Avenue, Tucson, Arizona, at 4:00 o'clock P. M., on December 11, 1911.

PRESENT:

Directors Chas E. Walker
S. L. Pattee
D. H. Holmes
Gerald Jones and
S. V. McClure.

ABSENTE

None.

On motion of Mr. Walker, seconded by Mr. Jones, Mr. S. V. McClure was unanimously elected President, Mr. S. L. Pattee, Secretary and Treasurer and Mr. Gerald Jones, Vice President to act as such until their successors shall be elected and qualified.

The Chairman announced that Wm. G. Henshaw, V. H. Metcalf, E. W. Wilson, Ed. Fletcher and Frank J. Belcher had each of them subscribed to one share of the Capital Stock of this Corporation, and had paid for the same in full.

Whereupon, upon motion duly made and seconded, the following resolution was unanimously adopted:

"BE IT RESOLVED, that the President and Secretary are hereby directed and authorized to issue and deliver one share of the Capital Stock of this Corporation to each of the following persons:

Wm. G. Henshaw
V. H. Metcalf
E. W. Wilson
Ed. Fletcher and
Frank J. Belcher."

Thereupon, the Secretary presented the written resignation of Chas. E. Walker as Director and Vice President, and of D. H. Holmes as Director of the Corporation, and on motion duly made and seconded the said resignations were accepted, to take effect at once.

Thereupon, on motion of Mr. Pattee, seconded by Mr. Jones, the following resolution was duly adopted:

"RESOLVED, that Ed. Fletcher is hereby elected to the vacancy in the Board of Directors of this Corporation, vice Chas. E. Walker resigned, and that Frank J. Belcher, is elected to fill the vacancy in said Board, vice D. H. Holmes, resigned."

The vote on said last mentioned resolution was Ayes (5) Directors McClure, Pattee and Jones; Noes, None.

Thereupon, upon motion duly made and seconded, the following resolution was adopted by the unanimous concurrence of the Directors.

"BE IT RESOLVED, that hereafter, and until the further order of this Board of Directors, all regular and special meetings of the said Board shall be held at the Office of the Company at Street, in the City of San Diego, State of California.

Thereupon, upon motion, the meeting adjourned.

(Sgd) S. L. Pattee,

Secretary.

Thereupon, the Secretary presented the written resignation of Chas. E. Walker as Director and Vice President, and of D. H. Holmes as Director of the Corporation, and on motion duly made and seconded the said resignations were accepted, to take effect at once.

Thereupon, on motion of Mr. Pattee, seconded by Mr. Jones, the following resolution was duly adopted:

"RESOLVED, that Ed. Fletcher is hereby elected to the vacancy in the Board of Directors of this Corporation, vice Chas. E. Walker resigned, and that Frank J. Belcher, is elected to fill the vacancy in said Board, vice D. H. Holmes, resigned."

The vote on said last mentioned resolution was Ayes (3) Directors McClure, Pattee and Jones; Noes, None.

Thereupon, upon motion duly made and seconded, the following resolution was adopted by the unanimous concurrence of the Directors.

"BE IT RESOLVED, that hereafter, and until the further order of this Board of Directors, all regular and special meetings of the said Board shall be held at the Office of the Company at Street, in the City of San Diego, State of California.

Thereupon, upon motion, the meeting adjourned.

(Sgd) S. L. Pattee,

Secretary.

DIRECTORS' MEETING

OF THE

VOLCAN LAND AND WATER COMPANY.

held at San Diego, California, December 27, 1911.

The Board of Directors of the Corporation Volcan Land and Water Company, met at the office of the Company at 1550 "D" Street, San Diego, California, at 2:30 o'clock, P. M., on December 27, 1911.

PRESENT:

Directors S. V. McClure
Ed. Fletcher and
Frank J. Belcher

ABSENT:

Directors Gerald Jones and
S. L. Pattee.

The President, S. V. McClure, announced that a majority and quorum of the Board of Directors was present, and that in the absence of the Secretary, a nomination for a Secretary Pro Tem was in order.

Thereupon, upon motion duly made and seconded, Mr. Frank J. Belcher was unanimously elected Secretary Pro Tem, to act as such during the further pleasure of the Board of Directors.

Thereupon, the Secretary announced that S. L. Pattee had resigned as Secretary and Treasurer of the Corporation, and as a member of the Board of Directors thereof, and that Gerald Jones had resigned as a member of the Board of Directors of said Corporation, and presented the written resignations of said Pattee and said Jones to the said Board.

Whereupon, upon motion duly made and seconded, the said resignations were accepted, to take effect at once.

Thereupon, on motion of Mr. Fletcher, seconded by Mr. Belcher, the following resolution was unanimously adopted:-

"RESOLVED, that Wm. G. Henshaw is hereby elected to the vacancy in the Board of Directors of this Corporation, vice S. L. Pattee, resigned."

Thereupon, the said Wm. G. Henshaw entered the meeting

of the said Board of Directors, and took part in the further deliberations thereof.

Thereupon, upon motion duly made and seconded, the following resolution was, on the motion of Mr. Belcher, seconded by Mr. Fletcher, unanimously adopted:

"RESOLVED, that V. H. Metcalf, is hereby elected to the vacancy in the Board of Directors in this corporation, vice Gerald Jones, resigned."

Thereupon, upon motion duly made and seconded, the following resolution was unanimously adopted:-

"RESOLVED, That hereafter, until the further order of this Board, the regular meetings of the said Board shall be held at _____ Street, in the City of San Diego, State of California, at 1:30 o'clock P. M. on each business day of the week, as provided in the By-Laws.

San Diego, Cal. Jan. 31, 1912.

At a regular meeting of the Directors of the Volcan Land & Water Company held this day at the office of the company in the City of San Diego there were present:

Messrs. Ed. Fletcher, F. J. Belcher, and Wm. G. Henshaw.

On motion duly made and seconded Mr. Fletcher was unanimously elected Secretary pro tem.

The President of the Company, Mr. McClure, having died, upon motion of Mr. Fletcher, seconded by Mr. Belcher, Mr. Wm. G. Henshaw was elected President to serve until his successor was elected and qualified.

On motion made and seconded Mr. A. H. Sweet was elected a member of the Board of Directors in place of Mr. McClure deceased.

On motion made and seconded, Mr. Victor H. Metcalf was elected Vice-President of this corporation to serve until his successor was elected and qualified.

On motion duly made and seconded the reading of the minutes of the previous meeting was postponed.

On motion duly made the meeting adjourned.

(Sgd) Ed. Fletcher

Secretary.

DIRECTORS' MEETING
OF THE

VOLCAN LAND & WATER COMPANY.

held at San Diego, California, April 18, 1912.

The Board of Directors of the Corporation Volcan Land & Water Company met at the office of the Company at 1550 D Street, San Diego, California at 11:30 o'clock A.M. on April 18th, 1912.

PRESENT:

Directors Ed. Fletcher,
Frank J. Belcher, and
A. H. Sweet.

ABSENT:

Directors Wm. G. Henshaw,
Victor H. Metcalf.

On motion made and seconded A.H.Sweet was elected temporary Chairman.

On motion made by F. J. Belcher, seconded by A. H. Sweet, the Secretary of the Corporation was authorized to sign the agreement with the Forest Service of the United States Department of Agriculture, as submitted by the United States Department of Agriculture, covering the question of rights of way for conduit and reservoir sites as petitioned to the United States Government for in behalf of the Company.

On Motion duly made and seconded, the reading of the minutes of the previous meeting were postponed.

On motion duly made, the meeting adjourned.

(Sgd) Ed. Fletcher,

Secretary.

Ed Fletcher Papers

1870-1955

MSS.81

Box: 45 Folder: 11

**Business Records - Water Companies - Volcan Land
and Water Company - Minutes, Directors' meeting**



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