From the papers of Ed Fletcher, the following letters have been removed to the alphabetized correspondence files:

"SHORE, EGERTON (LAND AT RANCO SANTA FE)"

CLOTFELTER, U. T.:

Fletcher to Clotfelter, (3 letters) 4/11/29, 5/21/29,
7/1/29

Clotfelter to Fletcher, (3 letters) 4/30/29 with an
intercompany note attatched, 5/23/29, 7/5/29

Clotfelter to Union Title Insurance Co., 6/3/29

UNION TITLE INSURANCE COMPANY (F. R. BELVILLE):
Belville to Fletcher, (2 letters) 6/12/29, 6/27/29 with
an intercompany letter attatched
Fletcher to Union Title Insurance Co., (2 letters) 9/26/29,
12/7/29

Fletcher to WHITCOMB, Walter, 5/2/29

Fletcher to ZACHARY, R. R., 4/27/29

July 19, 1922.

Mr. Edgerton Shore. State Board of Control. Sacramento, California.

My dear Mr. Shore:

William Lombard, the man who owns the other piece of property that should be acquired. It is a great mistake it wasn't acquired some time ago, and now Lombard is going ahead building some apartment houses on the property, and he should be stopped and the property should be condemned by the State and acquired at the earliest possible date. I don't think that any jury on earth would give the man anything like one-half of what he is asking, and he is playing a pure hold-up game. What do you advise in regard to this matter?

Yours very truly,

EF: AH

July 28, 1922

Col. Ed Fletcher, 920 8th Street, San Diego, California.

My dear Col. Fletcher:-

Your letter of the 19th inst. was awaiting my attention upon my return to Sacramento a couple of days ago.

of course, the letter of Wm. Lombard is unreasonable and his price is out of all question. The value of that property can fairly be determined on the basis of the price paid by the ten citizens of San Diego who took title to the 400 feet adjoining it, which, I understand, cost \$15,000. The small triangle cannot be worth much more, if anything, in proportion to its size except that a fair valuation should be placed upon the temporary buildings erected there on.

Nevertheless, it is clear to me that eventually this triangle must be purchased for the benefit of the State Normal School and the sooner this is done the better, both as to price and as to the plans for the school.

No definite action can be taken by the State Board of Control in this matter until the Legislature meets. I believe, however, that the Board of Control would be willing to consider submitting to the forthcoming legislature a recommendation for the purchase of both the 400 foot strip, to which some of your citizens have acquired title, and the triangular piece owned by Wm. Lombard.

It is clear that the Lombard property will have to be acquired by condemnation proceedings. I would therefore suggest that you submit to the Board of Control a careful appraisal of this property, first, as to its present valuation, classifying the value of the land separately from the value of the buildings, and second, as to any probable increase in value that might apply to conditions as of May 1923.

If you will send me an appraisal of this nature, I will endeavor to have it included in the budget recommendations to the legislature.

With kindest personal regards,

Very sincerely yours, EDGERTON SHORE Member, State Board of Control

ES.AMS

Original to Dr. Hardy

August 1, 1922.

Mr. Edgerton Shore, Member, State Board of Control, Sacramento, California.

My dear Mr. Shore:

I thank you for your prompt reply of July 28th. I will immediately have three or four parties make a valuation of the property, competent men whose business it is so to do, and will furnish you the desired information at an early date.

I thank you very much for your interest in this matter. I absolutely agree with you that in addition to the 400 feet, which the citizens of this city have bought, there should be acquired the balance of the block, and in that way the State Normal School grounds will be forever protected.

Please send me a blueprint of the property that has not yet been acquired, if you have an extra copy.

Yours sincerely,

EF:KLM

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STATE BOARD OF CONTROL

HAROLD E. SMITH, SECRETARY

STATE OF CALIFORNIA DEPARTMENT OF FINANCE SACRAMENTO

DEPARTMENT OF FINANCE GILBERT B. DANIELS CLARENCE E. JARVIS

EGERTON SHORE

August 3,1922.

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

My dear Col.Fletcher:

Your favor of 1st inst. received. I have but one blue print of the Normal School grounds. I think you can get additional copies from the Business Manager or Engineer at the Normal School in San Diego where I got my copy.

I shall be glad to have the appraisals referred to at your convenience.

Very sincerely yours,

Member, State Board of Control.

ES.AMS

August 17, 1922.

Mr. Edgerton Shore, State Board of Control. Sacramento, Calif.

My dear Mr. Shore:

Inclosed find report of state inheritance tax appraiser Thomas O'Hallaran, which is explanatory, also the report of Edward Goodwin, also a state official, in relation there to. My advice is that the State immediately proceed to condomn this property - the quicker the better. Can I be of any service? I will be glad to get out a certificate of title showing the ownership, which is necessary for the state before the papers can be drawn up.

Will this be handled by a local attorney or the attorney general?

Everything is going fine with us here in the campaign.

With kind personal regards.

Very truly yours.

EF:AH

HAROLD E. SMITH, SECRETARY

20058 3-22 2500

DEPARTMENT OF FINANCE SACRAMENTO

DEPARTMENT OF FINANCE
GILBERT B. DANIELS
CHIEF, DIVISION OF CLAIMS AND DISSURSEMENTS
CLARENCE E. JARVIS
CHIEF, DIVISION OF SUDGETS AND ACCOUNTS

EGERTON SHORE

280-21

September 28,1922.

Col.Ed.Fletcher, 920 8th Street, San Diego, California.

My dear Col.Fletcher:-

Your favor of 13th inst. was

duly received.

one's mind can become adjusted to the surprises of life. We are now taking the recent political reverses of this administration as a matter of course. Recent developments within the State party are decidedly interesting and significant. While I am, and always will be, definitely Progressive in my convictions and affiliations, I cannot see any consistent course for us to pursue but to support the Republican nominee as dictated by the people in the primary election.

I have been away on a two week's vacation and am just getting in touch with the affairs of the office again. We will not begin our budget hearings until about November 1st. I will have in mind your correspondence and appraisals in connection with the tract of land which ought to be purchased by the State for the State Normal School at San Diego. It will be necessary, however, for the President of the School to include these items fully in his budget recommendations.

With kindest personal regards,

Very sincerely yours,

ES .AMS

agen to Harray.

The man

Egerton Phone

26454 8-23 10M

CLYDE L. SEAVEY - - PRESIDENT, COM.
HARLEY W. DRUNDIGE - COMMISSIONER
IRVING MARTIN - - - COMMISSIONER
EGERTON SHORE - - - COMMISSIONER
JAMES T. WHITTLESEY - COMMISSIONER
WM. T. SATTERWHITE - - - EXAMINER
W. J. HANDFORD - - - EXAMINER
W. P. GEARY - - RATE EXPERT—EXAMINER
W. R. WILLIAMS - - - - EXAMINER
J. C. HARRAMAN - - - - EXAMINER

BRANCH OFFICE 806 PACIFIC FINANCE BUILDING LOS ANGELES TELEPHONE 60072 PICO 3621

Railroad Comminsion Bailroad Comminsion state of California

FIFTH FLOOR CALIFORNIA STATE BUILDING
CIVIC CENTER
SAN FRANCISCO, CAL.

August 4, 1923 File A.-6767 - 8451 HENRY G. MATHEWSON - - SECRETARY
LESTER S. READY - - - CHIEF ENGINEER
A. V. GUILLOU - GAS AND EL. ENGINEER
F. M. FAUDE - - - HYDRAULIC ENGINEER
W. J. DODGE - - - TELEPHONE ENGINEER
H. G. WEEKS - - TRANSPORTATION ENGINEER
W. C. FANKHAUSER - FINANCIAL EXPERT
HUGH GORDON - - - - - ATTORNEY
CHAS. A. BECK - - - AUTOMOBILE DEPT.
A. T. PETTEY - - - OFFICIAL REPORTER

TELEPHONE PARK 8700

ADDRESS ALL COMMUNICATIONS TO RAILROAD COMMISSION OF THE STATE OF CALIFORNIA

Col. Ed. Fletcher 916 Eighth Street San Diego, California

Dear Col. Fletcher:

Your letter of August 1st has been received. Our Assistant Attorney, Mr. Carl I. Wheat, consulted with me in the matter of reopening the Cuyamaca Water Company case. The circumstances, briefly, were these:

By some mistake Messrs. Preston and George misunderstood the effective date of the decision. Accordingly, when they decided to file a petition for rehearing they found that they could not do so within the prescribed time. The result of this condition was that if their petition were denied it could not be denied by the Commission on the merits of the case itself as previously heard but would legally have to be limited in its grounds of denial to the technicality involved in the passing of the date of limitation.

We understand that an appeal by Messrs. Preston and George on a former decision in connection with this company is pending before the Supreme Court of the United States; and that they feel that their legal rights under that appeal might be prejudiced by a formal acquiescence in the recent decision in this case.

Whatever might have been the action of the Railroad Commission in response to a petition for rehearing had it been duly filed within the prescribed time on the merits of the case itself, it has been the custom of the Commission not to take advantage of a technicality where legal interests may be involved which might be subject to prejudice through such a technicality.

The only way, apparently, by which Messrs. Preston and George might re-establish their status for a legal filing of

Jove

a petition for rehearing is by the decision of the Commission to reopen the case. I do not understand that this will involve a review of the testimony as submitted at the hearing nor the introduction of additional testimony, but that it will be a formal hearing in which Messrs. Preston and George will have an opportunity of stating the grounds upon which they will file a petition for rehearing and an equal opportunity for counsel for the Cuyamaca Water Company to answer their argument. The case then can be submitted, the Commission will prepare an immediate decision and if the decision should reaffirm the prior order, Messrs. Preston and George will then have the opportunity that they seek to file a petition for rehearing which the Commission will then determine upon its merits as they would have determined it had the petition been previously filed within the effective date under the decision that has been made.

Yours very truly,

3 - 5

Commissioner.

ES*hs

Honorable Edgerton Shore, State Railroad Commission, California State Building, San Francisco, California.

My dear Mr. Shore:

Answering yours of August 4th, I thank
you kindly for the letter of explanation. It was not
clear to me before and everything is satisfactory.

I have so notified my attorneys.

With kind personal regards, I am Sincerely yours,

EF:KLM

Co-Chouch & Sander

ED FLETCHER and MARY C. B. FLETCHER

Husband and wife

Edgerton Shore, Allan Shore, Evangeline Shore and Henrietta Shore, all of Los Angeles, California.

the

San Diego

All that portion of Lots Two (2) and Three (3) of Section Six (6), Township 14 South, Range 5 West, S. B. M., particularly described as follows: Commencing at the most Southerly corner of Lot 4 of Block 46 of Rencho Santa Fe, Map No. 1742, Records of San Diego County, State of California, said corner being on the boundary line of said Lot 2, Section 6, thence along the said boundary line North 320 20' West 479.90 feet to the place of beginning; thence South 66° 20' West 27.25 feet to the point of a curve to the right with a radius of 65.00 feet; thence along said curve Westerly and Northerly 104.94 feet; thence North 21° 10' West 152.86 feet; thence North 11° 10' West 91.45 feet to the point of a curve to the left with a radius of 276.43 feet; thence Northerly along said curve 102.12 feet to the boundary line of Lot 3 of said Section 6; thence along said let boundary line South 320 20' East 313.91 feet to the corner between Lots 2 and 3 of said Section 6; thence along the boundary line of said Lot 2, South 32020' East 101.10 feet to the place of beginning, subject, however, to the right of the public to use, so long as such use shall continue, that certain part of the above described parcel of land, particularly described as follows:

Beginning at the most Northerly corner of the above described parcel; thence along the boundary line of Lot 3 of Section 6, South 32° 20' East 107.04 feet; thence South 11° 10' East 39.70 feet; thence South 21° 10' East 151.11 feet to the point of a curve to the left with a radius of 45.00 feet; thence along said curve Southeasterly and Northeasterly 72.65 feet; thence North 66° 20' East 24.20 feet; thence South 32° 20' East 20.25 feet; thence South 66° 20' West 27.25 feet to the point of a curve to the right with a radius of 65.00 feet; thence along said curve Westerly and Northerly 104.94 feet; thence North 21° 10' West 152.86 feet; thence North 11° 10' West 91.45 feet to the point of a curve to the left with a radius of 276.43 feet; thence along said curve Northerly 102.12 feet to the place of beginning.

An easement for road subject to the right of the public, so long as such use shall continue, that certain strip of land in Lots 2 and 3 of Section 6, Township 14 South, Range 3 West, S.B.M., particularly described as follows:

Commencing at the Northeasterly corner of said Lot 3 of Section 6; thence along the boundary line of said Lot 3 South 32°20: East 47.39 feet to the place of beginning; thence along the boundary line of said Lot 3 South 32°20' East 418.23 feet to the point of a curve to the right with a radius of 276.43 feet; thence along said curve Southerly 102.12 feet; thence South 11°10' East 91.45 feet; thence South 21°10' East 152.86 feet to the point of a curve to the left with a radius of 65.00 feet; thence along said curve Easterly and Northerly 104.94 feet; thence North 66°20' East 27.25 feet to the boundary line of Lot 2 of said Section 6; thence along said lot boundary line South 32°20' East 20.23 feet; thence South 66°20' West 30.30 feet to the point of a curve to the right with a radius of 85.00 feet; thence along said curve Westerly and Northerly 137.23 feet; thence North 21°10' West 154.61 feet; thence North 11°10' West 93.20 feet to the point of a curve to the left with a radius of 256.43 feet; thence along said curve Northwesterly 94.73 feet; thence North 32°20' West 338.25 feet to the point of a curve to the left with a radius of 130.00 feet; thence along said curve Northwesterly 127.82 feet; thence North 1°20' East 40.00 feet to the point of a curve to the right with a radius of 170.00 feet; thence along said curve Southeasterly 83.87 feet to the place of beginning.

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R.3 W. BLOCK 46 LOT 4 11.79 Ac. Sec. 6 Lot 3 BLOCK 4 LOT 4 2.47 Ac PORTION OF OT 4 BLOCK 46 Sec. 6 Lot 2 ANCHO SANTA FE MAP Nº 1742 SAN DIEGO CO., CALIF. 5.5°40 W. Scale 1' - 100'.

M. S. Wing.

Eng'r. Nov. 1928. 5.2°39'W

· 4000, 10, 31, 19, 4 ers & d. 2 016 . N. W. W. 13/40182 6 N. 1 - 3/2/1300 16からんんんかにないからいしゅ P. m. A == 1 = 1 5. P. Do. 6 1 -1/4 をしているからい、らなっからし、て、 1.6-2-4 下光/ 0m3 7000 1 · - 1 - 1 + 3 - 1 1 7 1 7 L(5,0 (510) 62: 11/2 - 140 - 20° - 2 - mil! 1 ? + 2 7 5 4 0 1 . Yers & P. Lo ん、アラ、ア、トラット、ア、「アッなって」 10 4 cm, 04 - 2 - 4 1 - 100 1:43 - ~ ~ ~ . / 77 + 6/= Bring down in your name?

An easement in Lot 4, Block 46, of Rancho Santa Fe, Map No. 1742, Records of San Diego County, California.

Commencing at the most Southerly corner of said Lot 4; thence along the boundary line of said Lot 4 North 32°20' West 479.90 feet to the place of beginning; thence North 32°20' West 20.23 feet; thence North 66°20' East 139.08 feet; thence North 61°40' East 309.30 feet; thence South 15°39' West 27.80 feet; thence South 61°40' West 290.00 feet; thence South 66°20' West 136.85 feet to the place of beginning.

Also, an Easement in said Lot 4, particularly described as follows:

Commencing at the corner of Lots 2, 3 and 4 of said Block 46; thence along the boundary line of said Lot 4, South 32°20' East 47.39 feet to the place of beginning; thence along the boundary line of said Lot 4 South 32°20' East 525.27 feet to the point of a curve concave to the West, with a radius of 296.43 feet; thence along said curve Northerly 109.51 feet; thence North 32°20' West 338.25 feet to the point of a curve to the left with a radius of 170.00 feet; thence along said curve Northwesterly 83.27 feet to the place of beginning, subject to the right of the public to use, so long as such use shall continue for road purposes.

at of a control

BLOCK 46 L 0 7 3 R.3 W. BLOCK 46 LOT 4 11:79 Ac. Sec.6 Lot 3 BLOCK 46 LOT 4 2.47 Ac PORTION OF LOT 4 BLOCK 46 RANCHO SANTA FE MAP Nº 1742 SAN DIEGO CO., CALIF. Sec. 6 Lot 2 5.5°48'W scale 1'= 100'

M. S. Sirra.

Eng'r. Nov. 1928. 5.2°39'W. All that portion of Lot 4, Block 46, of Rancho Santa Fe, Map No. 1742, particularly described as follows:

Beginning at the most Southerly corner of said Lot 4 on the boundary line of the road Camino Viejo; thence along the Southwesterly boundary line of said Lot 4 North 32°20' West 479.90 feet; thence North 66°20' East 136.85 feet; thence North 61°40' East 290.00 feet to the boundary line of the road Camino Viejo; thence along said road boundary line Southerly 612.86 feet to the place of beginning, containing 2.47 acres.

Subject however, to the right of the public to use, so long as such use shall continue, that certain strip of

land particularly described as follows:

Beginning at the most Northerly corner of the above described parcel of land on the boundary line of the road Camino Viejo; thence South 61°40' West 290.00 feet; thence South 66°20' West 136.85 feet; thence South 32°20' East 20.23 feet; thence North 66°20' East 134.62 feet; thence North 61°40' East 270.70 feet to the boundary line of the road Camino Viejo; thence along said road boundary line North 15° 39' East 27.80 feet to the place of beginning.

A/2/6.8

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BLOCK 46 L O T 3 T. 13 S. R.3 W. N 88 40 W BLOCK 46 LOT 4 1179 Ac. Sec. 6 Lot 3 BLOCK LOT 4 2.47 Ac PORTION OF LOT 4 BLOCK 46

RANCHO SANTA FE

MAP Nº 1742

SAN DIEGO Co., CALIF. Sec. 6 Lot 2 5.5°48'W. scale 1" = 100'

M. S. Sirka.

Eng'r. Nov. 1928. 5.2°39'W. All that portion of Lots 2 and 3 of Section 6, Township 14 South, Range 3 West, S.B.M., particularly described as follows:

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Commencing at the most Southerly corner of Lot 4 of Block 46 of Rancho Santa Fe, Map No. 1742, Records of San Diego County, State of California, said corner being on the boundary line of said Lot 2, Section 6, thence along the said lot boundary line North 32°20' West 479.90 feet to the place of beginning; thence South 66°20' West 27.25 feet to the point of a curve to the right with a radius of 65.00 feet; thence along said curve Westerly and Northerly 104.94 feet; thence North 21°10' West 152.86 feet; thence North 11°10' West 91.45 feet to the point of a curve to the left with a radius of 276.43 feet; thence Northerly along said curve 102.12 feet to the boundary line of Lot 3 of said Section 6; thence along said lot boundary line Bouth 32°20' East 313.91 feet to the corner between Lots 2 and 3 of said Section 6; thence along the boundary line of said Lot 2 South 32°20' East 101.10 feet to the place of beginning, containing 0.43 acres, more or less, subject however, to the right of the public to use, so long as such use shall continue, that certain part of the above parcel of land, particularly described as follows:

Beginning at the most Northerly corner of the above described parcel; thence along the boundary line of Lot 3 of Section 6, South 32°20' East 107.04 feet; thence South 11°10' East 89.70 feet; thence South 21°10' East 151.11 feet to the point of a curve to the left with a radius of 45.00 feet; thence along said curve Southeasterly and Northeasterly 72.65 feet; thence North 66°20' East 24.20 feet; thence South 32°20' East 20.23 feet; thence South 66°20' West 27.25 feet to the point of a curve to the right with a radius of 65.00 feet; thence along said curve Westerly and Northerly 104.94 feet; thence North 21°10' West 152.86 feet; thence North 11°10' West 91.45 feet to the point of a curve to the left with a radius of 276.43 feet; thence along said curve Northerly 102.12 feet to the place of beginning.

History.

BLOCK 46 LOT 4 - 100

Figure out whete it is.

BRANCH OFFICE 1381 SUNSET BOULEVARD PHONE MUTUAL 8611

SHORE BROTHERS COMPANY

REALTORS AND BROKERS

525 SO. FIGUEROA STREET LOS ANGELES, CALIFORNIA

PHONE VANDIKE 6180

January 23, 1928.

Col. Ed. Fletcher, 920 Eighth Street, Los Angeles, California.

Dear Col. Fletcher:

I have returned from a visit to Rancho Santa Fe, where I discussed with Mr.King the chief engineer of the Santa Fe Land Improvement Co., the situation of the road which you propose to build over a portion of Lot 4, Block 47 Rancho Santa Fe; and I have from Mr. King a careful computation of the acreages involved in the various portions or strips heretofore involved in our correspondence.

The exact acreage of that portion of said Lot 4 lying southerly from the central line of the road as constructed by you and as shown on Mr.King's blueprint is 2.47 acres, or practically 2½ acres. At \$500 an acre the price of this parcel will be \$1250.00 as heretofore stated, and we will dedicate a strip 20 feet wide northerly from said central line of roadway, provided that other conditions herein are agreed to.

As to the areas of the other two small parcels, namely that portion of your lots 2 and 3 in Section 6 lying easterly from central line of constructed road, and that portion of our lot 4, Block 47 lying between stations 8 + 54 and 13 + 25, Mr. King finds as follows:

is correctly determined as shown on blueprint. The dotted line, however, does not show the 20 foot parallel line, but rather shows the existing worked dirt line. Mr.King has given me a blueprint with the line 20 feet from the central road line marked in red, and with that established he has given me an exact computation of the areas involved.

The area in your lots 2 and 3 lying easterly from central road line to the westerly line of our Lot 4 contains .43 acres, and that portion of said lots lying easterly from the 20 foot strip that would go into the roadway contains only.18 acres. That area, namely .18 acres is what we would expect you to deed to us as part of this transaction, and without any deduction from aforesaid \$1250.00, in part because as shown below we will be given up a larger area in the northerly

SHORE BROTHERS COMPANY

Col. Ed. Fletcher page 2..... 1/23/28.

strip hereinafter described.

The northerly strip lying between the central road line and the westerly line of our Lot 4 contains .26 acres, and the 20 foot strip that you would expect us to dedicate easterly from the central road line contains .24 acres. the total of these two small areas, which is the area that we would be giving up north of a station somewhat south of station 8 + 54 would be .50 acres.

In several of your letters you speak of our dedicating a 20 foot strip along the westerly boundary of our Lot 4 north of station 8 + 54. That is not practical as it seems to us and our engineers; and apparently as judged by your own engineers or developers in laying out and constructing the actual road. That would bring the road along the edge of a somewhat high embankment, which would prejudice your property and ours as to natural approach to the road. Moreover because of this contour, I am inclined to believe that it is where your road builders would actually put the road, whether it is where they have already laid it out.

We will turn over to you in any way you want it, the above strip including the 20 foot east of the central road line and the remaining strip westerly from the central road line, in exchange for the strip in your Lots 2 and 3 lying easterly from the central road line, or easterly from the 20 foot strip east of the said central road line.

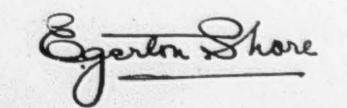
The above is conditioned upon your agreeing to complete the road at your expense, and to your acceptance of this arrangement within a reasonable time, say 10 days. Our desire to have the matter settled is due to the fact that we want to proceed this early Spring with the development of this portion of our property.

If you wish, I can send you the marked blueprint showing the acreages, which Mr. King gave me, but it is my only copy, and I will want to have another copy prepared.

Again, let me say that we are endeavoring to give you our cooperation in this matter, with due regard to what we regard as our rights, and without any disposition to capitalize the injury done to our property by the mistake of your roadbuilders.

ES-S.

Very truly yours, .



Expect you to ony AUDO" andere for 2.47 ac-\$1250= central line of roadevay. Cov. of L. 4 lyning so of central Eine of road you constructed) Constructed - aris de Do area from romadury 18 ac 16000, 16175000 > (L 2 65 0 1/2 ac 66

EGERTON SHORE, PRESIDENT ALLAN SHORE, VICE-PRESIDENT BRANCH OFFICE 1381 SUNSET BOULEVARD PHONE MUTUAL 5611

SHORE BROTHERS COMPANY

REALTORS AND BROKERS

LOS ANGELES, CALIFORNIA

PHONE VANDIKE 6180

February 4, 1928.

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

Dear Sir:

In response to the request of your Secretary in letter of Jan. 31, I am sending you herewith a marked blueprint of the property and road involved in our recent correspondence. This is the original map as furnished by Mr. King, engineer of Rancho Santa Fe, with his indications of acreage marked in red.

Very truly yours,

ES-S.

Egorlon Shore

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EGERTON SHORE, PRESIDENT

BRANCH OFFICE 1351 SUNSET BOULEVARD PHONE MUTUAL 5611

SHORE BROTHERS COMPANY

REALTORS AND BROKERS

525 SO. FIGUEROA STREET LOS ANGELES, CALIFORNIA

PHONE VANDIKE 6180

March 8, 1928.

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

Dear Col. Fletcher:

On Jan. 31 I received from your Secretary a letter requesting me to send to you the marked blueprint of the map prepared by the engineer of Rancho Santa Fe showing the lines of the road started by you, and the areas of portions of land under discussion in our correspondence.

I sent the blueprint to you on Feb. 4, and received acknowledgement from your office stating that you were in the north, but that as soon as you returned this matter would be given your attention.

As it is more than a month since that letter was received, I presume that other matters have pressed for your attention, and this matter has been crowded out by your more important affairs.

Cannot you come to an agreement with us on this very simple matter, which has arisen through no seeking on our part, and through no fault of ours? It would seem to me to be enough that we should have had to bear the unwelcome intrusion of your roadmakers in trespassing upon and damaging our property, without having to press for the conclusion of the settlement which you yourself proposed, and which we expressed willingness to accept in principle as a compromise settlement of the matter for the sake of an immediate and friendly disposition of the affair.

Willing to complete this matter along the lines covered by my letter of January 23rd, which is in effect the same as your letter of December 20, with the necessary interpretation of the minor areas as shown on Mr. King's map. And if you are now prepared to conclude the matter, how do you wish to have it handled, in escrow or how?

Awaiting your reply, I remain,

Very truly yours,

Egenen Shor

Partial Release of Mortgage

Ton and no/100

at

All that portion of Lots Two (2) and Three (3) of Section Six (6), Township 14 South, Range 3 West, S. B. M., particularly described as follows:

Commencing at the most Southerly corner of Lot Four (4) of Block 46 of Renche Santa Fe, Map No. 1742, Records of San Diego County, State of California, said corner being on the boundary line of said Lot 2, Section 6, thence along the said boundary line North 32° 20' West 479.90 feet to the place of beginning; thence South 66° 20' West 27.25 feet to the point of a curve to the right with a radius of 65.00 feet; thence along said curve Westerly and Northerly 104.94 feet; thence North 21° 10' Nest 152.36 feet; thence North 11° 10' West 91.45 feet to the point of a curve to the left with a radius of 276.43 feet; thence Northerly along said curve 102.12 feet to the boundary line of Lot 3 of said Section 6; thence along said lot boundary line South 32° 20' East 313.91 feet to the corner between Lots 2 and 3 of said Section 6; thence along the boundary line of said Lot 2 South 32° 20' East 101.10 feet to the place of beginning 0.43 acres, more or less, and passed the place of beginning 0.43 acres, more or less,

Row der al 2817

the

Ed Fletcher and Mary 6. B. Fletcher

First National Trust & Savings Bank of San Diego

March 20th

28

ES-S.

September 20th, 1928.

Mr. Edgerton Shore 525 So. Figueroa Street, Los Angeles, California.

My dear Mr. Shore:

Answering yours of September 11th, every deal that I have attempted to put over has fallen thru.

I thought I had my proposition sold at \$400 an acre, but she blew up.

Let us put the road along the west line of Lot 4 and let me put the road back in good condition and I will pay \$500 an acre for that portion of your land south of the road and to the center of the road.

I think we had then better deed the road to the County and have then maintain it. What do you think? We need a road there anyway. Let me pay half down and half of it in a year at 6%. I am hard up for ready money at the present time, or I will give you a 7% contract running over a period of 3 or 4 years, which will guarantee.

I appreciate your indulgence in this matter, but mighty little property has been sold.

I will sell you that point. You should own all of the land to the east and north of the road and I will put it in to you at the same price.

With kind personal regards.

Sincerely yours,

EGERTON SHORE, PRESIDENT ALLAN SHORE, VICE-PRESIDENT I gro

BRANCH OFFICE

SHORE BROTHERS COMPANY

REALTORS AND BROKERS

LOS ANGELES, CALIFORNIA

PHONE VANDIKE 6180

November 16, 1928.

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

Dear Col. Fletcher:

I received your letter of September 20, and after an opportunity to discuss the matter of your proposition with my brother, I requested Mr. W.S.King to make a careful survey, and to prepare the legal descriptions of the various parcels of land involved in your proposal of transfers and dedictations.

I received Mr. King's maps and descriptions a few days ago; and have prepared a draft of an Agreement along the lines of your suggested settlement, for your consideration.

If you will review the maps and proposed form of agreement, and if you find it satisfectory, will execute the two copies, and return them with your instructions to the Security Trust and Savings Bank, at its Seventh and Grand Office, I will have our four parties execute them and have your copy returned to you.

Computing the two parcels to be transferred to you or to us respectively on the basis of your suggestion of \$500 per acre, I find that the parcel to be transferred to you will cost \$1235.00 and the parcel to be transferred to us will cost \$215.00. You suggest that one-half be paid now, and the remainder paid within one year with interest at six per cent. Taking the difference between the two amounts, namely \$1020.00, and dividing this in half gives \$510.00. I assume that it will be satisfcatory for you to pay us this net amount now and a like amount within one year with interest, and thus the payments to and from will be mutually taken care of.

made preferably to Shore Land Company, which is our partnership name, or if you prefer made out in favor of the four names, Egerton Shore, Allan Shore, Evangeline Shore and Henrietta Shore, and and it to the above branch of the Security Bank here, with one executed copy of the Agreement executed by yourself, and with instructions for delivery of seld copy and neck for \$510.00 to us on our execution and delivery to the bank for you of the other copy of the Agreement, this will close the matter.

SHORE BROTHERS COMPANY

Col. Ed Fletcher page 2..... November 16, 1928.

I may say that I have also taken up with Mr. S.R.Nelson Manager of the Sæta Fe Land Improvement Company, your proposal for this mutual transfer; and Mr. Nelson æys that his Company will be glad to cooperate in effecting this settlement, and will make deed direct to you of the portion to be transferred to you under this Agreement, upon advice from us as to the completion of the payments involved.

Awaiting your advices, I remain,

Very truly yours,

ES-S.

Egerten Share

November 24, 1928.

Mr. Edgerton Shore, 525 So. Figueroa Street, Los Angeles, California.

My dear Mr. Shores

Answering yours of the 16th of November, will say everything is in form and I am ready to sign up the contract.

I want to date it the 5th of January, as I have all I can do paying for my taxes, district and state and county before the 1st. Is this agreeable?

Also I want to know what restrictions of the Rancho Santa Fe are on Lot 4 which I am buying. An early reply will be appreciated.

Yours very truly,

EFORIM

AGREEMENT

THIS AGREEMENT, made and entered into January 5, 1929, by and between ED FLETCHER of San Diego, California, named First Party herein, and EGERTON SHORE, ALLAN SHORE, EVANGELINE SHORE and HENRIETTA SHORE all of Los Angeles, California, named the Second Parties herein,

WITNESSETH, THAT,

WHEREAS, First Party is the owner of those portions of Lot 2, and Lot 3 of Section 6, Township 14 South, Range 3 West, SBM, mentioned hereinafter, and

WHEREASE, Second Parties are the owners under a contract with the Santa Fe Land Improvement Company, a corporation of the State of California, dated August 24, 1926, of Lot 4, Block 46, Anncho Santa Fe, and

WHEREAS, certain negotiations have been pending for some time between said Ed Fletcher and said Egerton Shore for the settlement by compromise agreement of their mutual interest in relation to a certain proposed roadway passing through or abutting on some of the lands herein mentioned, said roadway having been partially graded heretofore by said First Party or his agents,

NOW THEREFORE, it is hereby mutually agreed by the parties hereto, as follows, namely:

1. Second Parties hereby agree to transfer, subject to Deed to be issued by said Santa Fe Land Improvement Company including certain conditions and restrictions mentioned in said contract of August 24, 1926, to said First Party, that portion of Lot 4, in Block 46, of Rancho Santa Fe, Map No. 1742, particularly described as follows:

DESCRIPTION

- 2. First party hereby agrees to pay Second Parties the sum of Twelve Hundred and Thirty Five (\$1235.00) Dollars, in payment for the purchase of the above mentioned 2.47 acres, said payment to be made as follows: Six Hundred and Seventeen and 50/100 (\$615.50) Dollars paid by First Party upon the execution of this Agreement, the receipt whereof is hereby acknowledged by the Second Parties, and the remaining sum of Six Hundred and Seventeen and 50/100 (\$617.50) Dollars to be paid on or before one year from the date of this Agreement my First Party to Second Parties, together with interest on the unpaid balance of principal at the rate of six (6%) per cent per annum.
- 3. Second Parties will, upon completion of above mentioned payments by First Party totalling \$1235.00 and interest, give to First Party or his nominee a Grant Deed to said above described property, being 2.47 acres, or will cause the Santa Fe Land Improvement Company to transfer by Grant Deed to said First Partyabove mentioned 2.47 acres, said transfer by Grant Deed to be made free and clear of all encumbrances, and subject only to the provisions, conditions and restrictions mentioned in above original Agreement dated August 24, 1926 between Santa Fe Land Improvement Company and the Second Parties hereto; and said Second Parties will deliver to said First Party a Certificate of Title issued by a duly authorized Title Company in either San Diego County or in Los Angeles County, showing as above.
- 4. First Party hereby agrees to transfer to said Second Parties that portion of Lots 2 and 3 of Section 6, Township 14, South, Range 3 West, S.B.M., particularly described as follows.

DESCRITPION

5. Second Parties hereby agree to pay to First Party the sum of Two Hundred Fifteen (\$215.00) Dollars in payment for the purchase of the above mentioned .43 acres, said payment to be made as follows:

One Hundred and Seven and 50/100 (\$107.50) Dollars paid by Second Parties upon the execution of this Agreement, the receipt whereof is hereby acknowledged by said First Party, and the remaining sum of One Hundred and Seven and 50/100 (\$107.50 Dollars to be paid by Second Parties to First Party, together with interest on the unpaid balance of principal at the rate of six (6%) per cent per annum.

- 6. First party will, upon completion of payment of above mentioned sum of \$215.00 by Second Parties, give to Second Parties a Grant Deed to above described .43 acres, and will deliver to said Second Parties a Certificate of Title issued by an authorized Title Company of San Diego or Los Angeles Counties, showing said .43 acres to be free and clear of all encumbrances.
- 7. Second Parties hereby agree to grant to the County of San Diego for road purposes, an easement in Lot 4, Block 46, Rancho Santa Fe, Map 1742, Records of San Diego County, California

(Description)

Also, an easement for road purposes in said Lot 4, particularly described as follows:

(Description)

8. First Party hereby agrees to grant to the County of San Diego for road purposes, an easement, subject to the right of the public to use so long as such use shall continue, over that certain strip of land in Lots 2 and 3 of Section 6, Township 14 South, Range 3 West, S. B. M., particularly described as follows:

(Description)

9. All of the above mentioned transfers of land, and the Certificate of Titles thereto, will be subject to any assessments levied against them, now of record or to be placed of record, prior to the issuance of the Grant Deeds mentioned in above Paragraphs 1 and 4 hereof, by the County of San Diego or any municipality thereof, and particularly subject to any bond assessment which may be levied for the improveing and paving of Camihi Viejo road.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 5th day of January, 1929.

ED FLETCHER FirstParty 100 17.50 - 2. Execution of 100 17.50 - 3. Execution of 17.50 one year-drown 100 00 - 300 100 00 date of agreement 100 00 60 - nit. 100 510 = to be sent to Sewith Avest & Davies Bank La. I from ignature of Shores + deeds to be executed when you make your friend Gregoriant of 510 one mean Gregoriant of 510 one mean Gregoriant of 510 one mean

AGREEMENT.

THIS AGREEMENT, made and entered into Neverter 5, 1928, by and between ED FLETCHER of San Diego, California, named First Party herein, and EGERTON SHORE, ALLAN SHORE, EVANGELINE SHORE and HENRIETTA SHORE all of Los Angeles, California, named the Second Parties herein,

WITNESSETH, THAT,

WHEREAS, First Party is the owner of those portions of Lot 2 and Lot 3 of Section 6, Township 14 South, Range 3 West, S.B.M., mentioned hereinafter, and

WHEREAS, Second Parties are the owners under a contract with the Santa Fe Land Improvement Company, a corporation of the State of California, dated August 24, 1926, of Lot 4, Block 46, Rancho Santa Fe, and

WHEREAS, certain negotiations have been pending for some time between said Ed Fletcher and said Egerton Shore for the settlement by compromise agreement of their mutual interests in relation to a certain proposed roadway passing through or abutting on some of the lands herein mentioned, said roadway having been partially graded heretofore by said First Party or his agents,

NOW THEREFORE, it is hereby mutually agreed by the parties hereto, as follows, namely:

1. Second Parties hereby agree to transfer, subject to Deed to be issued by said Santa Fe Land Improvement Company including certain conditions and restrictions mentioned in said contract of August 24, 1926, to said First Party, that portion of Lot 4, in Block 46 of Rancho Santa Fe, Map No. 1742, particularly described as follows:

Beginning at the most Southerly corner of said Lot 4 on the boundary line of the road Camino Viejo; thence along the Southwesterly boundary line of said Lot 4 North 32°20' West 479.90 feet; thence North 66°20' East 136.85 feet; thence North 61°40' East 290.00 feet to the boundary line of the road Camino Viejo; thence along said road boundary line Southerly 612.86 feet to the place of beginning, containing 2.47 acres.

Subject however, to the right of the public to use, so long as such use shall continue, that certain strip of land particularly described as follows:

Beginning at the most Northerly corner of the above described parcel of land on the boundary line of the road Camino Viejo thence South 61°40' West 290.00 feet; thence South 66°20' West 136.85 feet; thence South 32°20' East 20.23 feet; thence North 66°20' East 134.62 feet; thence North 61°40' East 270.70 feet to the boundary line of the road Camino Viejo; thence along said road boundary line North 15°39' East 27.80 feet to the place of beginning.

2. First Party hereby agrees to pay Second Parties the sum of Twelve Hundred and Thirty Five (\$1235.00) Dollars, in payment for the purchase of the above mentioned 2.47 acres, said payment to be made as follows: Six Hundred and Seventeen and 50/100 (\$617.50) Dollars paid by First Party upon the execution of this Agreement, the receipt whereof is hereby acknowledged by the Second Parties, and the remaining sum of Six Hundred and Seventeen and \$0/100 (\$617.50) Dollars to be paid on or before one year from the date of this Agreement by First Party to Second Parties, together with interest on the

unpaid balance of principal at the rate of six (6%) per cent per annum.

- 3. Second Parties will, upon completion of above mentioned payments by First Party totalling \$1235.00 and interest, give to First Party or his nominee a Grant Deed to said above described property, being 2.47 acres, or will cause the Santa Fe Land Improvement Company to transfer by Grant Deed to said First Party above mentioedn 2.47 acres, said transfer by Grant Deed to be made free and clear of abl encumbrances, and subject only to the provisions, conditions and restrictions mentioned in above original Agreement dated August 24, 1926 between Santa Fe Land Improvement Company and the Second Parties hereto; and said Second Parties will deliver to said First Party a Certificate of Title issued by a duly authorized Title Company in either San Diego County or in Los Angeles County, showing as above.
- 4. First Party hereby agrees to transfer to said Second Parties that portion of Lots 2 and 3 of Section 6, Township 14 South, Range 3 West, S.B.M., particularly described as follows:

Commencing at the most Southerly corner of Lot 4 of Block 46 of Rancho Santa Fe, Map No. 1742, Records of San Diego County, State of California, mid corner being on the boundary line of said Lot 2, Section 6, thence along the said lot boundary line North 32°20' West 479.90 feet to the place of beginning; thence South 66 20' West 27.25 feet to the point of a curve to the right with a radius of 65.00 feet; thence along said curve Westerly and Northerly 104.94 feet; thence North 21° 10' West 152.86 feet; thence North 11' 10' West 91.45 feet to the point of a curve to the left with a radius of 276.43 feet; thence Northerly along said curve 102.12 feet to the boundary line of Lot 3 of said section 6; thence along said lot boundary line South 32°20' East 313.91 feet to the corner between Lots 2 and 3 of said section 6; thence along the boundary line of said Lot 2 South 32°20' East 101.10 feet to the place of beginning, containing 0.43 acres, more or less, subject, however, to the right of the public to use, so long as such use shall continue that certain part of the above parcel of land, particularly described as follows:

Beginning at the most Northerly corner of the above described parcel; thence along the boundary line of Lot 3 of Section 6, South 32°20' East 107.04 feet; thence South 11°10' East 89.70 feet; thence South 21°10' East 151.11 feet to the point of a curve to the left with a radius of 45.00 feet; thence along said curve Southeasterly and Northeasterly 72.65 feet; thence North 66°20' East 24.20 feet; thence South 32°20' East 20.23 feet; thence South 66°20' West 27.25 feet to the point of a curve to the right with a radius of 65.00 feet; thence along said cruve Westerly and Northerly 104.94 feet; thence North 21°10' West 152.86 feet; thence North 11°10' West 91.45 feet to the point of a curve to the left with a radius of 876.43 feet; thence along said curve Northerly 102.12 feet to the place of beginning.

of Two Hundred Fifteen (\$215.00) Dollars in payment for the purchase of the above mentioned .43 acres, mid payment to be made as follows:
One Hundred and Seven and 50/100 (\$107.50) Dollars paid by Second Parties upon the execution of this Agreement, the receipt whereof is hereby acknowledged by said First Party, and the remaining sum of One Hundred and Seven and 50/100 (\$107.50) Dollars to be paid by Second Parties to First Party, together with interest on the unpaid balance of principal at the mate of six (6%) per cent per annum.

6. First Party will, upon completion of payment of above mentioned sum of \$215.00 by Second Parties, give to Second Parties a Grant Deed to above described .43 acres, and will deliver to said Second Parties a Certificate of Title issued by an authorized Title Company of San Diego or Los Angeles Counties, showing said .43 acres to be free and clear of all encumbrances.

7. Second Parties hereby agree to grant to the County of San Diego for road purposes, an easement in Lot 4, Block 46, Rancho Santa Fe, Map No. 1742, Records of San Diego County, California,

Commencing at the most Southerly corner of said Lot 4; thence along the boundary line of said Lot 4 North 32°20' West 479.90 feet to the place of beginning; thence North 32°20' West 20.23 feet; thence North 66°20' East 139.08 feet; thence North 61°40' East 309.30 feet; thence South 15°39' West 27.80 feet; thence South 61°40' West 290.00 feet; thence South 66°20' West 136.85 feet to the place of beginning.

Also, an easement for road purposes in said Lot 4, particularly described as follows:

Commencing at the corner of Lots 2,3 and 4 of said Block 46; thence along the boundary line of said Lot 4, South 32°20' East 47.39 feet to the place of beginning; thence along the boundary line of said Lot 4 South 32°20' East 525.27 feet to the point of a curve concave to the West, with a radius of 296.43 feet; thence along said curve Northerly 109.51 feet; thence North 32°20' West 338.25 feet to the point of a curve to the left with a radius of 170.00 feet; thence along said curve Northwesterly 83.27 feet to the place of beginning, subject to the right of the public to use, so long as such use shall continue for road purposes.

8. First Party hereby agrees to grant to the County of San Diego for road purposes, an exement, subject to the right of the public to use so long as such use shall continue, over that certain strip of land in Lots 2 and 3 of Section 6, Township 14 South, Range 3 West, S.B.M., particularly described as follows:

Commencing at the Northeasterly corner of said Lot 3 of Section 6; thence along the boundary line of said Lot 3 South 32°20' East 47.39 feet to the place of beginning; thence along the boundary line of said Lot 3 South 32°20' East 418.23 feet to the point of a curve to the right with a radius of 276.43 feet; thence along said curve Southerly 102.12 feet; thence South 11'10' East 91.45 feet; thence South 21 10' East 152.86 feet to the point of a curve to the left with a radius of 65.00 feet; thence along said curve Easterly and Northerly 104.94 feet; thence North 66°20' East 27.25 feet to the boundary line of Lot 2 of said Section 6; thence along said Lot boundary line South 32°20' East 20.23 feet; thence South 66°20' West 30.30 feet to the point of a curve to the right with a radius of 85.00 feet; thence along said curve Westerly and Northerly 137.23 feet; thence North 21° 10' West 154.61 feet; thence North 11° 10' West 93.20 feet to the point of a curve to the left with a radius of 256.43 feet; thence along said cruve Northwesterly 94.73 feet; thence North 32°20' West 338.25 feet to the point of a curve to the left with a radius of 130.00 feet; thence along said curve Northwesterly 127.82 feet; thence North 1° 20' East 40.00 feet to the point of a curve to the right with a radius of 170.00 feet; thence along said curve Southeasterly 83.87 feet to the place of beginning.

9. All of the above mentioned transfers of land, and the Certificate of Titles thereto, will be subject to any assessments levied against them, now of record or to be placed of record, prior

to the issuance of the Grant Deeds mentioned in above Paragraphs 1 and 4 hereof, by the County of San Diego or any municipality thereof, and particularly subject to any bond assessment which may be levied for the improving and paving of Camino Viejo road.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 5th day of November, 1928.

First Party.

Second Parties.

S. R. NELSON.

TELEPHONES: OFFICE, - - DEL MAR 86-F-2 GUEST HOUSE, DEL MAL 86-F-3

J. B. LIPPINCOTT.
CONSULTING ENGINEE

RANCHO SANTA FE

SAN DIEGO COUNTY, CALIFORNIA SANTA FE LAND IMPROVEMENT COMPANY, OWNER

February 22, 1929.

Colonel Ed Fletcher, 1020 Ninth Street, San Diego, Calif.

Dear Colonel Fletcher:

Referring to your letter of February 22, with enclosure dated February 18 from Mr. Egerton Shore, there is no way of removing the restrictions from the property which you are negotiating for with Mr. Shore, These restrictions terminate on the 1st of June 1933, but they are contained in our regular form of contract and can not be altered.

Mr. Shore has not subjected has lands to the Rancho Santa Fe Protective ovenant so that the restrictions which are being discussed are only those which have been put on by the Santa Fe Land Improvement Company.

Very truly yours,

Manager.

SRN:W cc-Mr. Clotfelter cc-Mr. Shore. EGERTON SHORE, PRESIDENT ALLAN SHORE, VICE-PRESIDENT

BRANCH OFFICE 1951 SUNSET BOULEVARD PHONE MUTUAL 5611

> WENDELL SHORE, SALES MANAGER

SHORE BROTHERS COMPANY

REALTORS AND BROKERS

525 SO. FIGUEROA STREET

LOS ANGELES, CALIFORNIA

PHONE VANDIKE 6180

March 20, 1929.

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

Dear Sir :

I shall be obliged if you will give me a reply to my letter of March 8, relating to the road over Lot 4, Block 46, Rancho Santa Fe.

Very truly yours,

ES-S.

Raudronde

Egenton Shore

(esul, h)

March 25, 1929.

Mr. Edgerton Shore, 525 So. Figueroa Street, Los Angeles, California.

My dear Mr. Shore:

I am now ready to make the payment of \$510.00. Before doing so I wish a certificate of title showing the condition of the title, and the deed should be put in escrow with the title company, the Southern Title & Trust Company of San Diego preferred. I will also execute a deed for the .43 acre that is coming to you.

Shall I put my money with the Southern Title & Trust Company in escrow, or with the Union Title Insurance Company, either one. I do not mind giving it to you direct if you will execute the deed with instructions to turn it over to me upon the payment of the balance of the contract price.

Yours very truly,

EF:

SHORE BROTHERS COMPANY

REALTORS AND BROKERS

525 SO. FIGUEROA STREET
LOS ANGELES, CALIFORNIA
PHONE TUCKER 8624

April 9, 1929.

Col. Ed. Fletcher, 1020 Ninth Street, San Diego, California.

Dear Col. Fletcher :

I received your letter of March 25th on my return to Los Angeles last Friday. As you may recall, we hold our Santa Fe property under contracts, and have not yet received Beeds to any of it. Consequently, it was necessary to take the matter up with the Santa Fe Land Improvement Company, which I did yesterday with the Vice President, Mr. Clotfelter.

Mr. Clotfelter stated that he would be w willing to Deed the 2.47 acres, being a part of Lot 4, Block 46, Rancho Santa Fe, direct to you at our request, provided, however, at least \$1000.00 is paid to that Company for the release of the 2.47 acres from our contract. He is not willing to enter into any partial arrangement, by depositing a Deed now on condition of some future payment being made. But he said that if you are willing to go into escrow now on the whole transaction, paying to us through escrow the full net price of \$1020.00, and we in the same escrow paying to the Santa Fe Land Improvement Company the \$1000.00 which it demands for release of said 2.47 acres, and Deed to you, he is willing to go through with the matter at once.

The Santa Fe Land Improvement Company, does its business with the Union Title Insurance Company in San Diego; so I would suggest that the escrow be opened there.

This plan of Mr. Clotfelter's implies, of course that the Union Title Insurance Company will assue a Certificate of Title on the 2.47 acres, which will be charged to us, and a similar Certificate of Title on the . 43 acres to be Deeded by you to us, to be charged to you.

Please advise me whether this plan is satisfactory to you; and if so, I will at once give written request to the Santa Fe Land Improvement Company, and instructions to the Union Title Insurance Company.

Very truly yours,

Egenton Shar

May Sixteenth, 1 9 2 9

Mr. Edgerton Shore, 525 So. Figueroa St., Los Angeles, Calif.

Dear Mr. Shore:

I wrote you on May second regarding the exchange of land.

Will you please let me know how the deed is to be made so that we can put our papers in escrow and close the certificate?

Yours truly,

KLM: AK

ES-S.

May 2, 1929.

Mr. Edgerton Shore, 525 So. Figueroa St., Los Angeles, California.

Dear Sir:

I have received letter from Mr. Clotfelter dated April 30, 1929, copy of which was sent to you.

The way I understand the matter now, it will be satisfactory to the Santa Fe Land Improvement Co. to take my note for \$510, I paying the other \$510 in cash. I will put in escrow with the Union Title Insurance Company my deed to you covering the .45 acres with instructions to deliver the deed, together with my check for \$510 in favor of the Santa Fe Land Improvement Company and my note for \$510.00 also in favor of the Santa Fe Land Improvement Company, when they can deliver me a deed to the 2.47 acres in Lot 4, Block 46 of Rancho Santa Fe.

I will furnish a certificate of title to the .43 acres which you are buying, and you are to furnish me with a clear certificate to the 2.47 acres I am buying, as per our previous correspondence.

Please let me know just exactly how the name of the Grantee shall read in the deed I am making to you.

Yours very truly,

KLM

SHORE BROTHERS COMPANY

REALTORS AND BROKERS

525 SO. FIGUEROA STREET
LOS ANGELES, CALIFORNIA
PHONE TUCKER 8624

May 15, 1929.

Santa Fe Land Improvement Company, Kerckhoff Building, Sixth and Main Streets, Los Angeles, California.

Gentlemen :

Attention, Mr. U.T. Clotfelter.

Referring to your Contract C-265 in the sale to the undersigned of Lots 3 and 4, in Block 46 of Rancho Santa Fe, said Contract being dated August 24, 1926, we hereby advise you that negotiations have been pending for some time between us and Col. Ed. Fletcher of San Diego, looking to an adjustment of our respective interests in said lots and adjoining lands, and especially with a view to meeting Col. Fletcher's wishes in connection with a road passing along the Westerly line and partly through said Lot 4 in Block 46, Rancho Santa Fe.

In accordance with certains agreements made by you with Col. Fletcher as indicated in your letter to him dated April 30, 1929, we make the following request to you, and we hereby consent to and approve such adjustment or modification of our Contract with you as may be involved in the carrying through of this request, which is as follows:

1. We request you to deed to said Ed. Fletcher of San Diego, California, the following described property, to wit:

"That portion of Lot 4, in Block 46 of Rancho Santa Fe, Map No.1742, particularly described as follows: - Beginning at the most Southerly corner of said Lot 4 on the boundary line of the road Camino Viejo; thence along the Southwesterly boundary line of said Lot 4 North 32 20' West 479.90 feet; thence North 66 20' East 136.85 feet; thence North 61 40' East 290.00 feet to the boundary line of the road Camino Viejo; thence along said road boundary line Southerly 612.86 feet to the place of beginning, containing 2.47 acres."

Subject however, to the right of the public to use so long as such use shall continue, that certain strip of land particularly described as follows:

Beginning at the most Northerly corner of the above described parcel of land on the boundary line of the road Camino Viejo thence South 61 40 * West 290.00 feet; thence South 66 20 * West 136.85 feet; thence South 32 20 East 20.28 feet; thence North 66 20 East 134.68 feet; thence North 61 40 East 270.70 feet to the boundary line of the road Camino Viejo; thence along said road boundary line North 15 39 East 27.80 feet to the place of beginning.*

Santa Fe Land Improvement Co., ... Page 2 5/15/29.

2. Col. Ed. Fletcher is to deed clear to the undersigned that portion of Lots 2 and 3 of Section 6, Township 14 South, Range 3 West, S.B.M., particularly described as follows:

> "Commencing at the most Southerly corner of Lot 4 of Block 46 of Rancho Santa Fe, Map No.1742, Records of San Diego County, State of California, said corner being on the boundary line of said Lot 2, Scetion 6, thence along the said lot boundary line North 32 201 West 479.90 feet to the place of beginning; thence South 66 20 West 27.25 feet to the point of a curve to the right with a radius of 65.00 feet; thence along said curve Westerly and Northerly 104.94 feet; thence North 21 10 West 152.86 feet; thence North 11 10' West 91.45 feet to the point of a curve to the left with a radius of 276.43 feet; thence Northerly along said curve 102.12 feet to the boundary line of Lot 3 of said Section 6; thence along said lot boundary line South 32 20' East 313.91 feet to the corner between Lots 2 and 3 of said Section 6; thence along the boundary line of said Lot 2 South 32 201 East 101.10 feet to the place of beginning, containing 0.43 acres, more or lessy.

Subject, however, to the right of the public to use, so long as such use shall continue that certain part of the above parcel of land, particularly described as follows:

Beginning at the most Northerly corner of the above described parcel; thence along the boundary line of Lot 3 of Section 6, South 32 20' East 107.04 feet; thence South 11 10' East 89.70 feet; thence South 12 10' East 151.11 feet to the point of a curve to the left with a radius of 45.00 feet; thence along said curve Southeasterly and Northeasterly 72.65 feet; thence North 66 20' East 24.20 feet; thence South 32 20' East 20.23 feet; thence South 66 20' West 27.25 feet to the point of a curve to the right with a radius of 65.00 feet; thence along said curve Westerly and Northerly 104.94 feet; thence North 21 10' West 152.86 feet thence North 11 10' West 91.45 feet to the point of a curve to the left with a radius of 276.43 feet; thence along said curve Northerly 102.12 feet to the place of beginning.

The deed of above mentioned 2.47 acres of Lot 4 of Block 48 of Rancho Santa Fe, the sum of One Thousand and Twenty (\$1020.00) Dollars. As arranged by Mr. Egerton Shore with you, and as indicated in your letter of April 30 to Col. Fletcher, this sum of \$1820.00 is to be paid by Col. Fletcher to you through the escrow, by payment of \$510.00

Trate thence for the ter that been by all of the

Santa Fe Land Improvement Co. ... Page 3 5/15/29.

that we have Then the comment of the

in cash through the escrow, and the remaining \$510.00 by the personal Note of Col. Fletcher to you for \$510.00 payable six months after date, and bearing interest at 6 per cent per annum.

- 4. This amount of \$1020.00 will, we understand, be credited by you on our Contract C-265, as a payment on account of principal, as of the date of said Fletcher Note and cash payment. We further request you to credit this payment in lieu of the principal payment which would normally come due on August 24, 1929 in the amount of \$500.00, making the next principal payment due on August 24, 1930.
- 5. The undersigned further agree to join with you in deeding to the County of San Diego, an easement for road purposes, over the following strips of land in mid Lot 4 Block 46 Rancho Santa Fe, particularly described as follows:
- (a). "Commencing at the most Southerly corner of said Lot 4; thence along the boundary line of said Lot 4
 North 32 20 West 479.90 feet to the place of beginning; thence North 32 20 West 20.23 feet; thence North 66 20 Bast 139.08 feet; thence North 61 40 East 309.30 feet; thence South 15 39 West 27.80 feet; thence South 61 40 West 290.00 feet; thence South 66 20 West 136.85 feet to the place of beginning."
- (b). "Commencing at the corner of Lots 2,3 and 4 of said Block 46; thence along the boundary line of said Lot 4, South 32 20' East 47.39 feet to the place of beginning; thence along the boundary line of said Lot 4 South 32 20' East 525.27 feet to the point of a curve concave to the West, with a radius of 296.43 feet; thence along said curve Northerly 109.51 feet; thence North 32 20' West 338.25 feet to the point of a curve Northwesterly 83.27 feet to the place of beginning."
- 6.) Col. Fletcher is to deed to the County of San Diego, an easement for road purposes, subject to the right of the public to use so long as such use shall continue, over that certain strip of land in Lots 2 and 3 of Section 6, Township 14 South, Range 3 West, S.B.M., particularly described as follows:
 - of Section 6; thence along the boundary line of said Lot 3 South 32 20' East 47.39 feet to the place of beginning; thence along the boundary line of said Lot 3 South 32 20' East 418.23 feet to the point of a curve to the right with a radius of 276.43 feet; thence along said curve Southerly 102.12 feet; thence South 11 10' East 91.45 feet; thence South 21 10' East 152.86 feet to the point of a curve to the left with a radius of 65.00 feet; thence along said curve Easterly and Northerly 104.94 feet; thence North 66 20' East 27.25 feet to the bound-

Santa Fe Land Improvement Co. ... Page 4 5/15/29.

ary line of Lot 2 of said Section 6; thence along said lot boundary line South 32 20 East 20.23 feet; thence South 66 20 West 30.30 feet to the point of a curve to the right with a radius of 85.00 feet; thence along said curve Westerly and Northerly 137.23 feet; thence North 21 10 West 154.61 feet; thence North 11 10 West 93.20 feet to the point of a curve to the left with a radius of 256.43 feet; thence along said curve North-westerly 94.73 feet; thence North 32 20 West 338.25 feet to the point of a curve to the left with a radius of 130.00 feet; thence along said curve Northwesterly 127.82 feet; thence North 1 20 East 40.00 feet to the point of a curve to the right with a radius of 170.00 feet; thence along said curve Southeasterly 83.87 feet to the place of beginning.*

7. It is our understanding that these transfers of land and payments are to be handled through an escrow with the Union Title Insurance Company of San Diego. A Guarantee of Title is to be issued to Col. Ed. Fletcher at our expense covering the 2.47 acres in Lot 4 Block 46 Rancho Santa Fe, being transferred to him; and a Guarantee of Title is to be issued to the undersigned at Col. Fletcher's expense covering the 0.43 acres to be transferred from him to us. Escrow expenses to be borne as is customary.

All of the above descriptions of land and strips were prepared by Engineer W.S.King at Rancho Santa Fe.

As suggested by you, we have executed the Deed to the County of San Diego of the easements for road purposes, the Deed being made from you and from the undersigned jointly.

Enclosed herewith are blueprint maps prepared by Engineer W.S.King, which indicate the parcels of land involved.

Col.Ed.Fletcher.
Union Title Insurance Co.

Very	truly	yours, Show	ı	
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AT THE OWNER				

SHORE BROTHERS COMPANY

REALTORS AND BROKERS

525 SO. FIGUEROA STREET LOS ANGELES, CALIFORNIA PHONE TUCKER 8624

May 16, 1929.

Col. Ed. Fletcher, 1020 Ninth Street, San Diego, California.

Dear Sir:

Pursuant to your letter of May 2, 1929, and to a later conference with Mr. U.L.Clotfelter as to proceedure, and at Mr. Clotfelter's request, I have prepared the letter copy of which is enclosed herewith, and also the Deed of road easement from Santa Fe Land Improvement Company, and ourselves jointly, to the County of San Diego.

One member of our family syndicate is absent from the City, but I will have her signature in a few days, and then will forward letter and Deed to Mr. Clotfelter, and will also file instructions with the Union Title Insurance Company.

Very truly yours,

ES-S.

Egerton Show

EGERTON SHORE, PRESIDENT ALLAN SHORE, VICE-PRESIDENT BRANCH OFFICE
1351 SUNSET SOULEVARD
PHONE MUTUAL 5611
WENDELL SHORE,
SALES MANAGER

SHORE BROTHERS COMPANY

REALTORS AND BROKERS

525 SO. FIGUEROA STREET LOS ANGELES, CALIFORNIA

PHONE VANDIKE 6180

ANGELES, CALIFORNIA

May 18,1929.

Col. Ed. Fletther, 1020 Ninth Street, San Diego, California.

Dear Sir;

In my letter of a few days ago, I overlooked stating that you Deed covering the 0.43 acres, should be made to the following four persons, namely:

Egerton Shore, Allan Shore, Evangeline Shore and Henrietta Shore, all of Los Angeles, California.

Very truly yours,

ES-S.

Egentro Shore

Miss May:

You will have to go over the whole matter with me.

what shall I do

what shall I do

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which you object.

SHORE BROTHERS COMPANY

REALTORS AND BROKERS

LOS ANGELES, CALIFORNIA PHONE TUCKER 8624

August 15, 1929.

Col. Ed Fletcher, 1020 Ninth Street, San Diego, California.

Dear Sir :

In the matter of certain transfers of property between you and members of my family, in and adjacent to Rancho Santa Fe, in accordance with understanding by correspondence between us, we opened an escrow with the Union Title Insurance Company on May 31, and shortly thereafter we were advised that the Santa Fe Land Improvement Company filed in this escrow the Deed to you of the 2.47 acres of Lot 4, Block 46 Rancho Santa Fe, and also certain Deed for road purposes to the County of San Diego from the Santa Fe Land Improvement Company and ourselves jointly.

We are advised by the Title Company that up tp about a week ago they had not received any instructions nor any deeds from you.

Being in San Diego at the time, I had called at the Title Company to learn of the progress of the escrow, and was surprised to learn that they had not heard from you at all. I called at your office the same day, but was informed that you were in a conference, and I was sorry that I was unable to return again that day.

I assume that more important matters have engaged your attention during these months, and appreciate the fact that you have already paid the money involved to the Santa be Land Improvement Company, and we in turn have been advised by them that the payment has been credited on our contract with them.

While to is is so, we naturally would like to have the transaction closed as soon as possible, and the title made clear to both you and us to the small parcels being transferred.

In your letter of May 16 you asked for the names in whose favor the Deed to the 47/100 acre should be made, and in my letter of May 18 I gave you the names of the four members of my family. Is it possible that my letter did not reach you, or in some way may have become lost so that you have not the names for the preparation of the Deed? If so and you will advise me, I shall be glad to repeat the information by return mail.

I do not suppose that any additional expense is involved to us by the delayed escrow, but it would seem to be in the best interest of all that it be closed soon as possible.

ES-S.

Very truly yours,

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In Witness Whereof, I have hereunto set my hand and affixed my official seal, at my office in the County of San Diego, the day and year in this certificate first above written.

	EASEMENT	FOR C	COUNTY	ROAD
	D FLETCHER	and	MARY C. B.	
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) Said	right-of-way being more partic	ularly described as	follows:	
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Said easement to continue in full force and effect so long as said property is used for road purposes and until that portion of the public highway contained in the above described premises has been lawfully vacated by the duly constituted public authorities, at which time said property shall revert to the grantor stheir executors, administrators or assigns.

WITNESS our hand s and Seal this 20th day of September 1929 (SEAL)

Ed Fletcher Papers

1870-1955

MSS.81

Box: 25 Folder: 8

General Correspondence - Shore, Edgerton



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