

Memorandum agreement, made and entered into, this 15th day of October, 1891, between James Kelly, of the County of San Diego, State of California, the party of the first part, and the San Diego Flume Company, a corporation, existing under the laws of the State of California, and having its principal place of business at the City of San Diego, the party of the second part, WITNESSETH:

That Whereas, the party of the second part is now engaged in the construction of a telephone line, from a point on the San Diego River, to its Cuyamaca Reservoir, near Stonewall, and

Whereas, the said proposed line extends over and across the land of said James Kelly, and

Whereas, said party of the second part is desirous of obtaining from the said Kelly the right of way over and across his said lands, for the purpose of erecting poles and supports for said telephone line, and extending wires across the same,

NOW THEREFORE, in consideration of the promises, covenants and agreements hereinafter made, by the party of the second part, the said James Kelly for himself, his heirs and assigns, hereby grants to said Flume Company the right of way across his said lands, for the construction, maintainance and operation of said telephone line, and said party of the second part, for itself, its successors and assigns, hereby covenants and agrees with said James Kelly that it will construct its said proposed telephone line over the point where the same enters his land, in as direct a line as the topographical features and contour of the land will permit, to the point where the said line leaves the land of the said party of the first part, provided, however, that said party of the second part shall construct said line with a view of a connection therewith and the residence of James Kelly, and with this object in view, said party of the second part agrees to run said line as near the residence of said Kelly as a compliance with the foregoing conditions will permit; said party of the second part agrees to maintain and keep in good repair and order said telephone line, which in its entirety shall extend from the City of San Diego, to its said reservoir; and said James Kelly, his heirs, administrators and assigns, shall at all times be permitted free use of said entire telephone line, of the said party of the second part, for the transmission of telephonic messages over the same; It is further agreed by the parties hereto, that in the event of the violation of the covenants and promises herein contained, on the part of either party hereto, then the other shall at his or its option, have the right to declare this agreement null and void.

In Witness Whereof, the parties hereto have executed this instrument this 15th day of October, 1891.

WITTEST

(Signed)

L. F. Doolittle
Secy.

James Kelly,
San Diego Flume Co
By J. W. Sefton,
Prest.

(SEAL)

STATE OF CALIFORNIA }
County of San Diego,) ss.

On this 15th day of October, in the year one thousand eight hundred and ninety one before me, L. F. Doolittle a Notary Public in and for the said County of San Diego, personally appeared James Kelly, party of the first part and J. W. Sefton, known to me to be the president of the San Diego Flume Company, a corporation, personally known to me to be the same persons described in and whose names subscribed to the within instrument and they acknowledged to me that they executed the same. Said James Kelly for himself and said J. W. Sefton for the San Diego Flume Company.

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

(SIGNED) L. F. Doolittle
Notary Public.

NOV 18 1911

Interest on \$25000.00 at 6 per cent per annum
 from June 1, 1910 to November 1, 1911 - 1 yr 5 mos. 212500

1910	Assmt	Amount	Balance	6% Int. from		
Aug 31	#1	25000	25000	Aug 31 to Sept 30, 1910	1 Mo - 30 days	125
Sept 30	#2	16667	41667	Sept 30 to Nov 7, 1910	1 Mo 7 days	257
Nov 7	#3	25000	66667	Nov 7 to Nov 28, 1910	21 days	231
" 28	#4	16667	83334	Nov 28 1910 to Nov 1, 1911	11 Mos 2 days	4604
		<u>83334</u>				<u>5217</u>

1/6 Interest Stock	2500000
Amounts advanced (assmts)	<u>83334</u> 2583334
Interest on Stock	212500
Interest on Assessments	<u>5217</u> 217717
Total	<u>2801051</u>

The above figures are amounts advanced by Ed Fletcher as shown by the books of the company

(DEED Book 490, Page 303)

La Mesa Development Company, a corporation, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to James A. Murray all that real estate in the County of San Diego, State of California, and more particularly described as follows, to wit:

All that portion of Lot "E" of the Cuyamaca Rancho as set out in the Decree of Partition of said Rancho, recorded in Book 43 of Deeds, at page 309 et sequitur, in the County Recorder's Office of said County, and particularly described as follows, to wit:

Beginning at corner No. 6 of said Lot "E", thence North 89 degrees 25' East 448.8 feet, thence North 21 degrees 12' East 1094.4 feet, thence North 4 degrees 20' East 995.5 feet, thence North 32 degrees 18' West 507.6 feet, thence North 10 degrees 27' West 866.5 feet, thence North 53 degrees 42' West 439 feet, thence North 2 degrees 52' West 141.3 feet, thence North 40 degrees 06' West 536.1 feet, thence North 69 degrees 26' West 193.4 feet, thence North 65 degrees 11' West 671.1 feet, thence South 37 degrees 52' West 309.2 feet, thence North 52 degrees 08' West 640.5 feet, thence North 37 degrees 57' East 1028 feet to the North boundary line of said Lot "E"; thence North 76 degrees West 1676.8 feet to corner No. 3 of said Lot "E", thence North 66 degrees 30' West 2900 feet to corner No. 4 of said Lot "E"; thence South 4237 feet to corner No. 5 of said Lot "E", thence South 63 degrees 30' East 5986 feet to point of beginning; and also that certain tract of land particularly described as follows,

to wit: Beginning at corner No. 7 of said Lot "E" of said Cuyamaca Rancho, thence North 0 degrees 22' East 9.39 chains to the most Easterly corner of Stonewall Mine, thence South 46 degrees 37' West 9.09 chains along the Southeasterly boundary of said mine to the most Southerly corner thereof, thence North 43 degrees 23' West 19.70 chains along the Southwesterly boundary of said Mine to West line of Section Numbered Three (3) Township Fourteen (14) South, Range Three (3) East. S.B.M., thence South along said West line 17.34 chains to South line of said Lot "E", thence North 89 degrees 25' East 20 chains to point of beginning; and also that certain other tract of land particularly described as follows, to wit: Beginning on the East line of Lot "E" of said Cuyamaca Rancho, distant North 0 degrees 22' East 9.39 chains from corner No. 7 of said Lot; thence North along said East line 20 chains to south line of Cuyamaca Reservoir Lands, thence South 89 degrees 25' West 20 chains, thence South 0 degrees 22' West 1.67 chains to the Northeasterly line of Stonewall Mine, thence Southeasterly along the Northeasterly line of said Mine 28.79 chains to beginning; and also all of the lands described or delineated as Lots "V", "X" and "W" on the map of the lands of La Mesa Development Company in Cuyamaca Rancho, filed in the County Recorder's office of said County July 13th, 1908, and numbered 1144 of the maps filed in said office.

To Have and to Hold unto the said grantee, his heirs, successors and assigns forever, subject to the payment of

State and County taxes	for the fiscal year 1910-1911.
(La Mesa Development) La Mesa Development Company
(Company of Arizona)
(Incorporated) By M.C.Healion President
(January 19th 1907) Attest: J.F.Maloney Secretary
(Corporate Seal)

State of California)
County of San Diego) ss.

On this 28th day of May, 1910, before me, W. M. Crouse, a Notary Public in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared M. C. Healion known to me to be the President of La Mesa Development Company, the corporation which executed the foregoing instrument, and he acknowledged to me that such corporation executed the same.

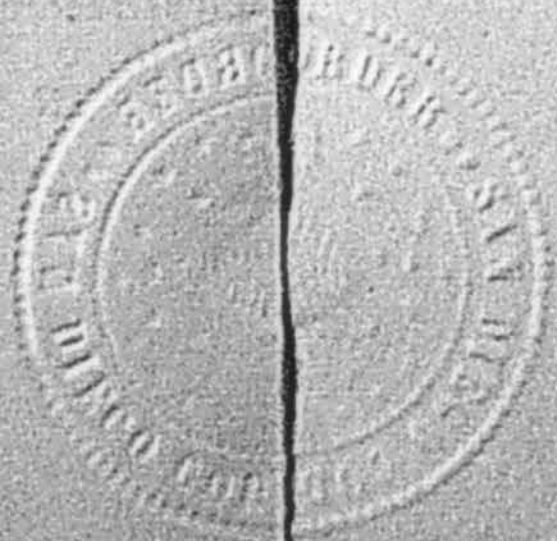
In Witness Whereof, I have hereunto set my hand and affixed my official seal, at my office in said County the day and year in this certificate first above written.

(W.M.Crouse) W. M. Crouse Notary Public
(Notary Public.)
(San Diego County) in and for the County of San Diego,
(Cal.) State of California.

Recorded at request of Southern Title Guaranty Co.
(Moore) Jun. 1 1910 At 53 Min. Past 2 0 clock P.M.

John H. Ferry, County Recorder
By Walter Forward, Deputy Recorder

Fee \$1.40



STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO

I, JOHN H. FERRY, County Recorder in and for San Diego County, State of California, do hereby certify that I have compared the foregoing copy with the original record of a certain

Deed

found and appearing of record in Book No. *490* of *Deeds*
at page *303* et seq., and that the same is a full, true and correct copy of such original record and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal,

this *24th* day of *October* A. D. 191*2*

John H. Ferry County Recorder.
By *W. Howard Ferry* Deputy Recorder.



This Indenture made this First day of June, A.D. Nineteen Hundred and Ten, by and between The San Diego Flume Company, a corporation organized and existing under the laws of the State of California, the party of the first part, and James A. Murray, the party of the second part,

Witnesseth:

That the said party of the first part, in consideration of Ten Dollars and other value received, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey unto the said party of the second part, all that certain real and personal property situated and being in the County of San Diego, State of California, described as follows, to wit:

All that portion of lots "D", "E" and "G" of the Cuyamaca Rancho in said County, as set out in the decree of partition of said Rancho recorded in book 43 of deeds at page 309 et seq in the County Recorder's office of said County, particularly described as follows:

Beginning at a point North 89 degrees 25' East 448.8 feet from corner 6 of said Lot "E"; thence North 21 degrees 12' East 1094 feet, thence North 4 degrees 20' East 995.5 feet, thence North 32 degrees 18' West 507.6 feet, thence North 10 degrees 27' West 866.5 feet, thence North 53 degrees 42' West 439 feet, thence North 2 degrees 52' West 141.3 feet, thence North 40 degrees 06' West 536.1 feet, thence North 69 degrees 26' West 193.4 feet, thence North 65 degrees 11' West 671.1 feet, thence South 37 degrees 52' West 309.3 feet, thence North 52 degrees 08' West 640.5 feet, thence North 37 degrees 57' East 1028.0 feet, thence South 76 degrees East 1043 feet,

thence South 89 degrees 13' East 504.8 feet, thence South 79 degrees 40' East 880.7 feet, thence North 74 degrees 57' East 408.5 feet, thence South 80 degrees 07' East 571.4 feet, thence North 36 degrees 13' East 451.5 feet, thence North 54 degrees 30' East 11.21 chains, thence North 40 degrees 30' East 11.97 chains, thence North 62 degrees 06' East 17.88 chains, thence North 22 degrees 00' East 13.48 chains, thence South 41 degrees 00' East 4.16 chains, thence North 45 degrees 00' East 11.82 chains, thence South 83 degrees 15' West 9.47 chains, thence North 20 degrees 15' East 17.68 chains, thence North 61 degrees 30' East 12.73 chains, thence North 10 degrees 30' East 7.80 chains, thence North 18 degrees 45' West 11.74 chains, thence North 1 degree 30' West 5.53 chains, thence North 53 degrees 15' East 12.35 chains, thence North 14 degrees 30' East 13.03 chains, thence South 68 degrees 15' East 10.30 chains, thence South 7.50 chains, thence South 25 degrees 30' East 7.87 chains, thence South 16 degrees 15' West 11.66 chains, thence South 27 degrees 45' East 21.67 chains, thence North 82 degrees 30' East 14.01 chains, thence South 32 degrees 45' East 10.45 chains, thence South 62 degrees 00' East 6.97 chains, thence South 26 degrees 15' West 7.20 chains, thence South 33 degrees 00' East 5.75 chains, thence North 89 degrees 30' West 5.45 chains, thence South 8.64 chains, thence South 48 degrees 30' West 11.51 chains, thence North 52 degrees 15' West 5.91 chains, thence North 32 degrees 15' West 5.45 chains, thence South 69 degrees 07' West 7.43 chains, thence South 15 degrees 16' East 11.69 chains, thence South 34 degrees 29' East 8.24 chains, thence South 12 degrees 15' East 4.03 chains, thence South 32 degrees 21' West 12.23 chains,

thence South 12 degrees 40' West 13.32 chains, thence South 10 degrees 24' West 7.91 chains, thence South 41 degrees 53' West 5.20 chains thence South 7 degrees 44' West 7.67 chains, thence South 74 degrees 27' West 15.09 chains, thence South 0 degrees 22' West 5.92 chains, thence South 89 degrees 25' West 20 chains, thence North 0 degrees 22' East 5.12 chains, thence North 41 degrees 25' West 7.83 chains, thence North 58 degrees 08' West 6.58 chains, thence North 28 degrees 15' West 5.20 chains, thence North 0 degrees 15' East 4.70 chains, thence North 26 degrees 46' West 2.42 chains, thence North 75 degrees 15' West 6.97 chains, thence South 57 degrees 30' West 2.65 chains, thence South 22 degrees West 8.33 chains, thence North 77 degrees ^{West} 3.03 chains, thence North 41 degrees West 4.55 chains, thence South 73 degrees West 8.33 chains, thence South 62 degrees 30' West 4.92 chains, thence South 34 degrees 15' West 7.58 chains, thence South 8 degrees 15' West 7.58 chains, thence South 10 degrees 45' East 4.92 chains, thence South 29 degrees East 4.55 chains, thence South 56 degrees 30' East 1.79 chains, thence North 84 degrees 30' East 4.05 chains, thence North 59 degrees East 7.58 chains, thence North 86 degrees East 3.79 chains, thence South 68 degrees East 6.97 chains, thence South 32 degrees, 02' East 5.30 chains, thence South 24 degrees 58' West 3.03 chains, thence North 65 degrees 02' West 10.61 chains, thence South 71 degrees 58' West 1.21 chains, thence South 43 degrees 58' West 9.09 chains, thence South 52 degrees 57' West 3.99 chains, thence South 23 degrees 59' West 7.77 chains, thence North 65 degrees 04' West 5.70 chains, thence South 73 degrees 46' West 5.07 chains, thence South 30 degrees 10' West 7.14 chains, thence West 2.58 chains, thence South 3.02 chains,

thence West 10 chains to beginning; and also the lands marked "Y" and "Z" on the map of Cuyamaca Reservoir lands and water rights filed in the office of said County Recorder on July 13th. 1908, and numbered 1144 of maps filed in said office and the lands described on said maps as the "Cuyamaca Reservoir"; and also that portion of Lot Four (4) in Section Seventeen (17), Township Sixteen (16) South, Range One (1) West, S.B.M. in the County of San Diego, State of California, more particularly described as follows:- Commencing at a point 541 feet North 75 degrees 36' East from the Southwest corner of said Lot Four, thence North 75 degrees 36' East 60 feet to corner No. 1, thence North 71 degrees 06' East 163.2 feet to corner No. 2, thence North 88 degrees 01' East 25.9 feet to corner No. 3, thence South 79 degrees 29' East 143.5 feet to corner No. 4, thence South 66 degrees 23' East 106.9 feet to corner No. 5, thence South 58 degrees 41' East 177 feet to corner No. 6, thence North 3 degrees 03' East 70.7 feet to corner No. 7, thence North 45 degrees 17' West 101.6 feet to corner No. 8, thence North 52 degrees 51' West 280.2 feet to corner No. 9, thence North 45 degrees 29' West 179.4 feet to corner No. 10, thence South 84 degrees 07' West 130.1 feet to corner No. 11, thence South 72 degrees 33' West 238 feet to corner No. 12, thence South 16 degrees 26' East 278 feet to point of beginning; and also that certain other tract of land bounded and particularly described as follows, to-wit: Commencing at a point 108.2 feet North 45 degrees 29' West from corner No. 9 of the above described tract, thence North 20 degrees 21' East 350 feet, thence North 69 degrees 39' West 110 feet to East side of Right of Way of San Diego Flume Company; thence South

30 degrees West 344 feet along East side of said Right of Way, thence North 84 degrees 07' East 52 feet, thence South 45 degrees 29' East 71.2 feet to point of beginning; and also that portion of La Mesa Colony in the Rancho Mission of San Diego according to the map thereof filed in the County Recorder's office of said San Diego County, September 4th, 1901 and numbered 876 of the maps filed in said office, particularly described as follows: Beginning at a point Eight Hundred Fifty-five (855) feet North 36 degrees 32' East of the Northwest corner of the Southwest Quarter of Section Thirteen, Township Sixteen South, Range Two West, S.B.M. at a stake set in a stone mound, thence North 36 degrees 32' East on the boundary line of Lot Nineteen of Rancho Mission of San Diego, according to the Partition Map thereof on file in the office of the Clerk of the Superior Court of the County of San Diego, California, and also on file in the office of the Recorder of said County, which boundary line of lot Nineteen of said Rancho Mission is as marked and delineated on said amended map of La Mesa Colony to the Corner of said Lot Nineteen which lies West of the North boundary of Lot One Hundred Ninety-six (196) of said La Mesa Colony, thence East on the North boundary of said Lot Nineteen of said Ex Mission Rancho to the Northwest corner of said Lot One Hundred Ninety-six (196) of La Mesa Colony, thence South, Southerly and Southeasterly along the westerly line of said Lot one Hundred Ninety-six (196) of La Mesa Colony and along the Southerly Boundary line of Lots One Hundred Ninety-five (195) and One Hundred Ninety-four (194) of said La Mesa Colony, and continuing along the Westerly and Northerly boundary lines

of the County Road as marked on said Amended Map of La Mesa Colony, to the Easterly line of Lot One Hundred Fifty-seven (157) of said La Mesa Colony, thence North on the East boundary line of said Lot One Hundred Fifty-seven (157) of La Mesa Colony to the Northeast corner thereof, thence West on the North boundary line of said Lot One Hundred Fifty-seven (157) to the curved boundary line on the West side thereof, thence southwest, southerly and southeasterly along said curved West boundary line of said lot One Hundred and Fifty seven (157) to an intersection of said line with the Section line, thence East on the South boundary line of said Lot One Hundred Fifty-seven (157) to the southeast corner thereof, thence southwesterly along the boundary line of the County Road as shown on Map of La Mesa Colony to a point where said road deflects West; thence along said road following the deflection of the same around the North side and the west side of Lot One Hundred Fifty-five (155) of said La Mesa Colony to a point where the South line of said Lot One Hundred Fifty-five (155) protruded across the County Road is intersected, thence along the Northerly boundary of said County Road following the detour thereof to a point where a line drawn parallel with and One Hundred Ninety and seven-tenths (190.7) feet at right angles southwesterly from La Mesa Dam intersects the West boundary line of said County Road, thence North 60 degrees 45' West parallel with said La Mesa Dam, Eight Hundred Forty-seven and five-tenths (847.5) feet to the point of beginning; and also the reservoir known as the "Cuyamaca Reservoir" and the property known as the Diverting Dam being a Masonry dam built about 1885

across the San Diego River at the head, or near the head, of the main flume and about two thousand feet below the mouth of Boulder Creek, by which dam the waters of said river and creek are diverted into the main flume of the said party of the first part; and also the main flume and right of way therefor, said flume having been built about the years 1887 and 1888 and extending from the said diverting dam above described, to the distributing reservoir of said party of the first part near La Mesa, in said County, a distance of thirty-five and three-fourths ($35\text{-}\frac{3}{4}$) miles, more or less; and also the distributing reservoir of the said party of the first part at the lower end of said flume, built for receiving the water from said flume and forming a connection with the main pipe line leading to the City of San Diego, and also the earth dam, forming a part of said reservoir; and also the Main pipe line of said party of the first part, extending from the distributing reservoir of said party of the first part to the meter house at the boundary of the City San Diego, in said County, a distance of about 42,040 feet more or less; and also the La Mesa Reservoir built about the years 1895 and 1896 and being a storage reservoir located on or near the Northwest boundary of La Mesa Colony and the dam forming a part of the same, and the twenty-four inch pipe line laid about the year 1896, connecting said La Mesa Reservoir and the twenty inch pipe line leading to the said City of San Diego, the connection with said latter pipe line being about three miles west of said distributing reservoir; and also the eight inch wood pipe line laid about the year 1901 and extending from near the end of the main flume westerly to a point near the end of "La Mesa Ditch" a

distance of eight thousand feet more or less; and also the thirty-six inch pipe line laid in 1894 or thereabouts and extending across Alvarado Canyon twelve hundred forty-two feet in length, more or less, connecting the ends of La Mesa ditch line; and also the eight inch pipe line laid in 1897 or thereabouts, and being sixteen hundred sixty feet, more or less, in length, connecting the small flume paralleling the La Mesa Ditch with the eight inch pipe line hereinbefore described; and also La Mesa Ditch and Ditch line constructed in the years 1895 and 1896 or thereabouts, and commencing at a point near the end of the main flume of said party of the first part and extending in a Westerly direction seven hundred fifty feet more or less to Alvarado Canyon, where it connects with the east end of thirty-six inch pipe line above described as crossing said Canyon and then commencing at the West end of said thirty-six inch pipe line and extending in a North-westerly direction to La Mesa Reservoir a distance of nineteen thousand nine hundred thirty feet, more or less; and also an eight inch steel pipe and pipe line constructed in 1908 and commencing at the junction of the eight inch pipe line laid in 1897, hereinbefore described, and running Westerly and paralleling said La Mesa Ditch fifty one hundred fifty feet, more or less; and also all service pipes and pipe lines of the said party of the first part in and about La Mesa and La Mesa Colony in said County; and also the Sand Creek feeding flume being about fifteen hundred feet in length and being of the dimensions of about twelve inches by fourteen inches and intersecting the main flume about two and one-fourth miles below the Diverting Dam; and also the feeding flume known as the South Fork Feeder; being about eighteen hundred twenty feet

in length and of the dimensions of Ten inches by twenty inches and intersecting the Main flume at a point about seven and one-fourth miles below the Diverting Dam; and also all rights of way for each and all the said flumes, ditches, pipes and pipe lines and flume lines;^x and all easements and interest in land of every kind and character of the said party of the first part for said flumes, pipes, ditches and pipe lines, or either or any of them, used, or which may be used in connection therewith; and also all other flumes, flume lines, ditches and ditch lines, pipes and pipe lines, aqueducts, conduits, spillways, reservoirs and reservoir sites and dams of the said party of the first part, or in which it has any interest; and also all buildings improvements, structures of every kind and character situated or being upon the above described land, easements or rights of way, or on either or any of them; and also all water and water rights and privileges and all rights to impound, collect, take, divert, sell or otherwise dispose of water in any quantities whatsoever and all water and water rights, privileges and flooding and flooding rights of the said party of the first part and all rights and privileges to flood or cover land in said County with water or to impound water or collect water thereon; and also all franchises, rights and privileges of the said party of the first part, or belonging to it (except the franchise of said party of the first part to be a corporation which is not included in this conveyance but is expressly excepted from the operation thereof) and also all other easements, rights and privileges of the said party of the first part, belonging to or appertaining to its said water system, and that certain small dwelling house and stable at and near the Cuyamaca Dam and small dwelling

house and stable near the Diverting Dam, and five small houses and out houses and appurtenances along the said main flume line and also two small dwelling houses and out-houses and stables at or near the end of said flume, and also one small store house and a small blacksmith shop at or near the end of the main flume, and also one small meter house near the limits of the City of San Diego; also three small buildings at or near La Mesa Dam for caretaker, storage et cetera, and also all other buildings, structures and edifices of every kind and nature belonging to and used as an appurtenance in the operation of its said water system; also all its franchises for impounding, collecting, storing, taking, selling and distributing water, and also its rights, privileges and franchises so to do, and also all improvements, wagons, harness, maps, charts, cases for charts, materials on hand, one safe, and all materials on hand which the grantor now has and uses, or intends to use in the operation of its water system, provided however, that the grantor hereby reserves and excepts from the operation of this conveyance all its accounts, account books, claims, corporation books, correspondence, office furniture and furnishings, and all other personal property not specifically enumerated nor in any way connected with its water system, and all water rentals, moneys, profits, and earnings which have accrued or may have been earned, or may become due or payable for the rental use or purchase of water or water rights, or from other sources, or which shall be earned or accrue, or become payable on or before July First, 1910, provided however, that the grantor will pay to the grantee all moneys or collections for water rentals earned, or which may be collected for the use of water during the month

of June, 1910, that is to say, that the party of the first part shall retain for its own use and benefit all unpaid balances due, accruing, vesting or owing to the party of the first part, arising from or growing out of water rentals, or water rights, or contracts for the supply of water to its consumers prior to June First 1910; and the second party shall be entitled thereto subsequent to June First, 1910, the party of the first part to collect the water rentals earned for the month of June, 1910, and pay over the same to the party of the second part.

This property, water system, franchises, easements et cetera are sold subject to all water right contracts; or contracts to rent, sell, supply or distribute water hitherto made by the party of the first part, whether such contracts refer to water already furnished or hereafter to be furnished.

And the said party of the first part hereby assigns, conveys, transfers and sets over to the party of the second part all its right, title, claim, interest or estate in or to such contracts and all of them, and substitutes and places the party of the second part in the place and stead of the party of the first part in or to such water right contracts, and assigns, transfers and sets over to the second party all liens, or claims of lien, and all other means provided for the enforcement of said contracts which the party of the first part may have, and the second party hereby assumes, and agrees to perform all such contracts to the same extent and in the same manner as the party of the first part is now bound to perform the same, provided, however, that such assignment and transfer shall in no way affect the right of the grantor to enforce all equit-

able or legal remedies to compel payment of any balance due or unpaid for water rentals or for the amount agreed to be paid for the water right specified in such contracts.

It is further understood and agreed that there are now in existence contracts to supply water covering about six hundred and twenty-five miner's inches of water at various rentals.

To have and to hold all the above granted, transferred and described property, property rights and privileges, benefits claims and easements unto the said party of the second part, his heirs and assigns forever, subject to the covenants and conditions herein contained and to the payment of the State and county taxes for the fiscal year 1910-1911.

In Witness Whereof the said party of the first part has caused this indenture to be executed in its corporate name and under its corporate seal on this First day of June, A.D. 1910, by its President and Secretary thereunto duly authorized by a resolution of its board of directors duly, regularly and unanimously passed and adopted at a meeting of said board duly held on the 28th day of May A.D. 1910, at which all of the directors of said party of the first part were present, and by the consent of the stockholders of the party of the first part, holding more than two-thirds of the issued capital stock of said party of the first part, to-wit: all of such stock, expressed by a vote at a stockholders meeting of said party of the first part duly and regularly called and held for that purpose at the office of said party of the first part in the City of San Diego, County of San Diego, State of California, on the 28th day of May A.D. 1910.

San Diego
Flume Company
Corporate Seal
Incorporated
May 27.1888.)

The San Diego Flume Company
By M. C. Healion President.
Attest: J. F. Maloney Secretary.

State of California,) ss.
County of San Diego.)

On this First day of June A.D. Nineteen Hundred and ten before me, A.P.Johnson Jr. a Notary Public, in and for said County, residing therein, duly commissioned and sworn, personally appeared M. C. Healion and J. F. Maloney known to me to be the President and Secretary of the Corporation that executed the within instrument, and acknowledged to me that such Corporation executed the same.

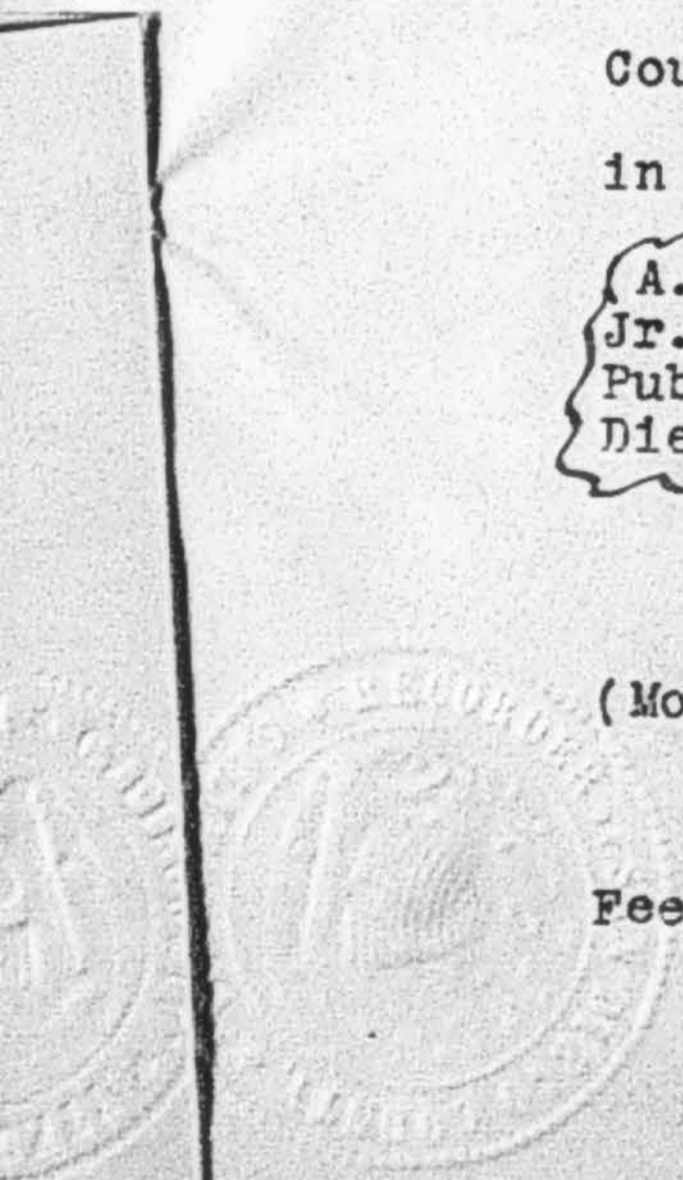
In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego County of San Diego, State of California, the day and year in this Certificate first above written.

A.P.Johnson
Jr. Notary
Public San
Diego Co Cal.

A. P. Johnson Jr. Notary Public
in and for the County of San Diego,
State of California.

Recorded at Request of Southern Title Guaranty Co.
(Moore) Jun 1, 1910 at 54 Min Past 2 O'clock P.M.

John H. Ferry County Recorder
Walter Forward Deputy Recorder
Fee \$4.60 By



STATE OF CALIFORNIA. } *ss.*
COUNTY OF SAN DIEGO

I, JOHN H. FERRY, County Recorder in and for San Diego County, State of California, do hereby certify that I have compared the foregoing copy with the original record of a certain

Deed

found and appearing of record in Book No. *495* of *Deeds*
at page *61* et seq., and that the same is a full, true and correct copy of such original record and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal,

this *24th* day of *October* A. D. 191*2*

John H. Ferry County Recorder.
By *Harold Angier* Deputy Recorder.

Ed Fletcher Papers

1870-1955

MSS.81

Box: 52 Folder: 11

Business Records - Water Companies - Cuyamaca Water Company - San Diego Flume Company - General files - Deeds: Flume Co. and James Murray--two copies each



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