

DECLARATION OF TRUST.

WHEREAS, there has been conveyed to the SOUTHERN TITLE GUARANTY COMPANY, a corporation, duly organized and existing under and by virtue of the laws of the State of California and having its principal place of business in the City of San Diego, County of San Diego, State of California, certain real property lying and being in the said County of San Diego, State of California, to-wit:

Southeast Quarter of Northeast Quarter of Section Seven; South half of Northwest Quarter and Southwest Quarter of Northeast Quarter of Section Eight, Township Fifteen South of Range Two East, S.B.M.

WHEREAS, the whole amount of the consideration paid for said real property was paid by James A. Murray, 5/6ths and Ed Fletcher, 1/6th, and no part of said consideration was paid by said SOUTHERN TITLE GUARANTY COMPANY;

NOW THEREFORE, the said SOUTHERN TITLE GUARANTY COMPANY hereby certifies and declares that the whole amount of said consideration so paid for such conveyance was paid by said Murray and Fletcher and that no part of said consideration was paid by said SOUTHERN TITLE GUARANTY COMPANY and that said Murray and Fletcher are in fact the owners of said property;

And the said SOUTHERN TITLE GUARANTY COMPANY hereby declares that it holds said property for said Murray and Fletcher subject to their order and agrees to execute and deliver to said Murray and Fletcher, or their heirs or assigns at any time, upon demand in writing a good and sufficient deed conveying to said Murray and Fletcher or their order, or upon the order of their heirs or assigns, all interest in said property acquired through or by means of said conveyance to it.

The said SOUTHERN TITLE GUARANTY COMPANY assumes no liability for taxes or for the care or expense of maintaining said property or for any other existing liens or encumbrances on said property, or for any lien, or encumbrance or expense that may hereafter attach to said property.

IN WITNESS WHEREOF, the said SOUTHERN TITLE GUARANTY COMPANY has caused its corporate name and seal to be affixed this 13th day of August, 1913.

Attest
R. S. Reed, Secretary.

SOUTHERN TITLE GUARANTY COMPANY,
By A. P. Johnson, Jr. President.

We, the undersigned beneficiaries, do hereby declare that the above and foregoing declaration correctly sets forth and discloses the trust upon which said trustees hold and shall hold said property.

James A. Murray and
Ed Fletcher by Ed Fletcher.

You are hereby authorized to deed the above described property to _____ upon receipt of \$ _____, which you will place to my credit.

San Diego, California, March 21, 1916.

KNOW ALL MEN BY THESE PRESENTS: That we, JAMES A. MURRAY of Monterey, California, and ED FLETCHER of San Diego, California, co-partners doing business under the name of the CUYAMACA WATER COMPANY, as Principals; and JARVIS L. DOYLE and WILLIAM B. GROSS of San Diego, California, as Sureties; are held and firmly bound unto the United States of America, in the sum of Five Thousand Dollars (\$5,000.00) lawful money of the United States, to be paid to the Secretary of the Interior for the use and benefit of the Indians residing on the Capitan Grande Indian Reservation in the State of California; for which payment well and truly to be made, we bind ourselves, our successors and assigns, our heirs, executors and administrators, jointly and severally, firmly and forever by these presents; signed by our hands this 21st day of March, in the year of our Lord One Thousand Nine Hundred and Sixteen;

WHEREAS: JAMES A. MURRAY and ED FLETCHER, commonly known as the CUYAMACA WATER COMPANY, as successors to the San Diego Flume Company of San Diego, California, a corporation, are held by a bond in the sum of Five Thousand Dollars (\$5,000.00) for the performance of the contract approved by the San Diego Flume Company on August 20, 1892, and the said Murray and Fletcher are applicants for the right of way for reservoir and flume filed with the Department of the Interior in May 1911, and

WHEREAS: The Department of the Interior requires these applicants to enter into a stipulation, to secure the faithful performance of the terms and conditions set forth in the above mentioned contract approved August 20, 1892 by the San Diego Flume Company and an additional bond in the sum of Five Thousand Dollars, making the total requirement in connection with the above mentioned contract Ten Thousand Dollars (\$10,000.00).

Now the condition of the above written bond or obligation is such that if the above bounden JAMES A. MURRAY and FLETCHER, or the OUYAMACA WATER COMPANY, their successors or assigns, shall keep and perform all the terms of the above mentioned contract dated August 20, 1892, then the above bond or obligation shall be void and of no effect, otherwise it shall be in full force and virtue.

OUYAMACA WATER COMPANY

BY Ed Fletcher Manager.

Jarvis L. Boyle (SEAL)

William O. Gross (SEAL)

UNITED STATES OF AMERICA,
SOUTHERN DISTRICT OF CALIFORNIA,

} SS

I, Charles E. Burch, U. S. Commissioner
in and for said District, hereby certify that I am acquainted with
Jarvis L. Doyle and William B. Gross, persons who have signed the
bond attached hereto, and that I am satisfied that each of the said
Sureties is a free holder in the County of San Diego, and State of
California, and is worth the sum named in the said bond, to-wit:
Five Thousand Dollars (\$5,000.00), over and above all his debts,
liabilities and exemptions.

Witness my hand this 23 day of March,

A. D. 1916.

Seal

Charles E. Burch

United States Commissioner.

THIS AGREEMENT, made and entered into this 4th day of April, 1912, by and between, Wm. J. Kuhner, of the County of San Diego, State of California, party of the first part, and W. B. Hamilton, party of the second part, of the same place, WITNESSETH:

The party of the first part for and in consideration of the sum of \$ 750⁰⁰, hereby gives and grants unto the party of the second part, the right and option of purchasing the following described real property, situate in the County of San Diego, State of California, to-wit: the S¹/₂ of the NW¹/₄ and the SW¹/₄ of the NE¹/₄ of Sec 8 T15 SR2E and SE¹/₄ of NE¹/₄ Sec 7 said T15 SR2E S.B.M.

at and for the price of \$ 5000⁰⁰, said sum of \$ 750⁰⁰, above paid to apply on the purchase price in the event that the party of the second part shall complete said purchase of said property. The said purchase to be completed and the said balance of said purchase price, namely \$ 4250⁰⁰, to be paid within one year from this date, ~~provided, however, that if the party of the second part shall within one year from this date, pay to the party of the first part the sum of \$ _____, the said option shall be extended one year in addition to the year above referred to; said second payment also to be applied upon the purchase price.~~

It is further agreed that upon the payment of said purchase price in the manner and within the time above specified, the said party of the first part will grant to the said party of the second part, the above lands by a deed properly executed and acknowledged and will also furnish to the party of the second part, an abstract of title or a certificate of title made by either the Union Title and Trust Company or the Southern Title Guaranty Company both of San Diego, California, showing a good title to said property to be vested in the party of the first part, free and clear of all encumbrances.

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The above \$750⁰⁰ is to be made in following payts.
\$100⁰⁰ cash, balance \$650⁰⁰ within ten (10) days from date.

It is further agreed that time is of the essence of this contract and if payments should not be made by the party of the second part as above provided, then this option shall wholly cease and determine.

WITNESS the hands of the parties, the day and year first above written.

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San Diego Water Project

Statement as to Properties

September 1st, 1916.

Properties not fully paid up.

	PURCHASE PRICE	BALANCE DUE
X Wootley	2,000.00	500.00
Smith	3,200.00	1,600.00
Roberts - Rice	41,500.00	15,000.00
Anderson <i>Bussell</i>	26,000.00	11,000.00
Craig	20,250.00	5,000.00
Marston	12,120.00	4,000.00
Stevens	30,000.00	18,481.50
Hindle	41,000.00	25,850.00
Bowman <i>S.F. Ray across line Tm</i>	12,875.00	7,000.00
Wakeham	31,400.00	15,200.00
Bryan <i>wackerman</i>	18,700.00	9,350.00
Geo. Stevens	7,200.00	3,000.00
Hermans	7,350.00	3,000.00
Hulton	13,400.00	9,375.00
	<u>266,995.50</u>	<u>128,356.50</u>

Properties clear.

· Froelich <i>San Clemente</i>	1,000.00	✓ 80
· Buttemer	300.00	✓ 6
· Roarke	2,500.00	✓ app 70
· Butler	3,200.00	✓ 160
· Rice	3,000.00	✓ 120
X Gramman	1,200.00	✓ app. 30
· McCray <i>Bebis Wamendun</i>	7,500.00	✓ 240
· Hooper <i>S.F. Ray</i>	5,000.00	✓ 70
· Ellithorpe <i>San Clemente</i>	2,500.00	✓ 34 320
· Buttemer	1,500.00	✓ about 26 a
X Vasey	390.00	✓ 40
· Peters <i>S.F. Ray near Camino</i>	4,000.00	✓ 80
· Clancy <i>65 A S.F. Ray</i>	4,200.00	✓ 80
X Payne Ellis	431.25	✓ 115
· Nelson <i>San Clemente</i>	3,200.00	✓ 160
· Ferlin <i>S.C.</i>	4,300.00	✓ 120
· Booth	20,500.00	✓ 40
· Stoddard	1,575.00	✓ 50
X Blochman	440.00	✓ 80
X Swalle	625.00	✓ 10
· Utt	8,000.00	✓ 970
· Miller	4,500.00	✓ 197 1/2
	<u>79,861.25</u>	

Paris Lands

Recapitulation

Properties not fully paid up	266,995.50	
" fully paid up	79,861.25	
	<u>346,856.75</u>	
Less still due	128,356.50	218,500.25
In addition to above there is Purchase Price		<u>Still Due</u>
Bernardo Ranch	50,752.37	15,752.37
Tom Carroll	21,600.00	14,500.00
J. B. Carroll	54,368.50	38,917.50
	<u>126,720.87</u>	<u>69,169.87</u>
	69,169.87	
Paid on a/o	<u>57,551.00</u>	

Acres

①

365

13000

1095000

365

4945000

23725

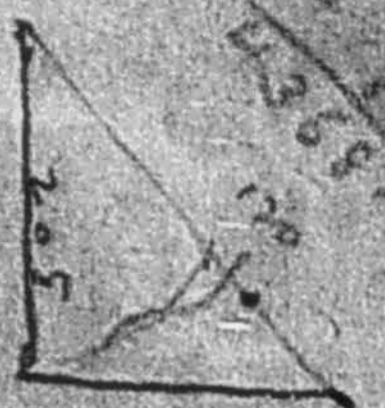
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M. M. M.

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317

~~74~~

2879

<u>Purchase Price</u>	<u>Former Owner</u>	<u>Balance Due</u>	<u>Acreage</u>
\$ 41,500	Rice	\$ 15,000	550 app.
26,000	Anderson	11,000	495.31
20,350	Craig	5,000	270
12,120	Marston	4,000	303
41,000	Hindle	25,850	170
12,875	Bowman	7,000	120
31,400	Wakeham	15,200	160
18,700	Bryan	9,350	220
7,350	Hermans	3,000	28 (left)
13,400	Nulton	9,375	469
21,600	T. Carroll	14,500	167 app.
54,368	Jim Carroll	38,917.50	485 "
3,200	Smith	1,600.00	160
<u>\$ 303,763</u>		<u>\$159,792.00</u>	<u>3597.31</u>

\$303,763.00
171,215.00

Purchase price of lands on this list.
Value of property paid for.

\$474,978.00

Total security based on actual cost.

\$159,792.00

Total amount necessary to acquire title.

PROPERTIES CLEAR

<u>Name</u>		<u>Cost Price</u>	<u>Acreage</u>
Froelich	(San Clemente)	\$ 1,000	80
Buttemer	"	300	6
Roarke	"	2,500	70 app.
Butler	"	3,200	160
D. Rice	"	3,000	120
McCray	(Below Warners Dam)	7,500	240
Hooper	(San Luis Rey)	5,000	70
Ellithorpe	(San Clemente)	2,500	320
Buttemer	"	1,500	34
Peters	(S.L.R. near Oceanside)	4,000	40
Clancy	(San Luis Rey)	4,200	80
Nelson	(Linda Vista Mesa)	3,200	160
Ferlin	(S.O.)	4,300	120
Booth		20,500	480
Stoddard		1,575	50
Blochman		440	80
Miller		4,500	197½
Pamo Lands		102,000	1200
		<u>\$ 171,215</u>	<u>3507½</u>

Booth -
 Nelson Marsh
 S. Goldbaum 65

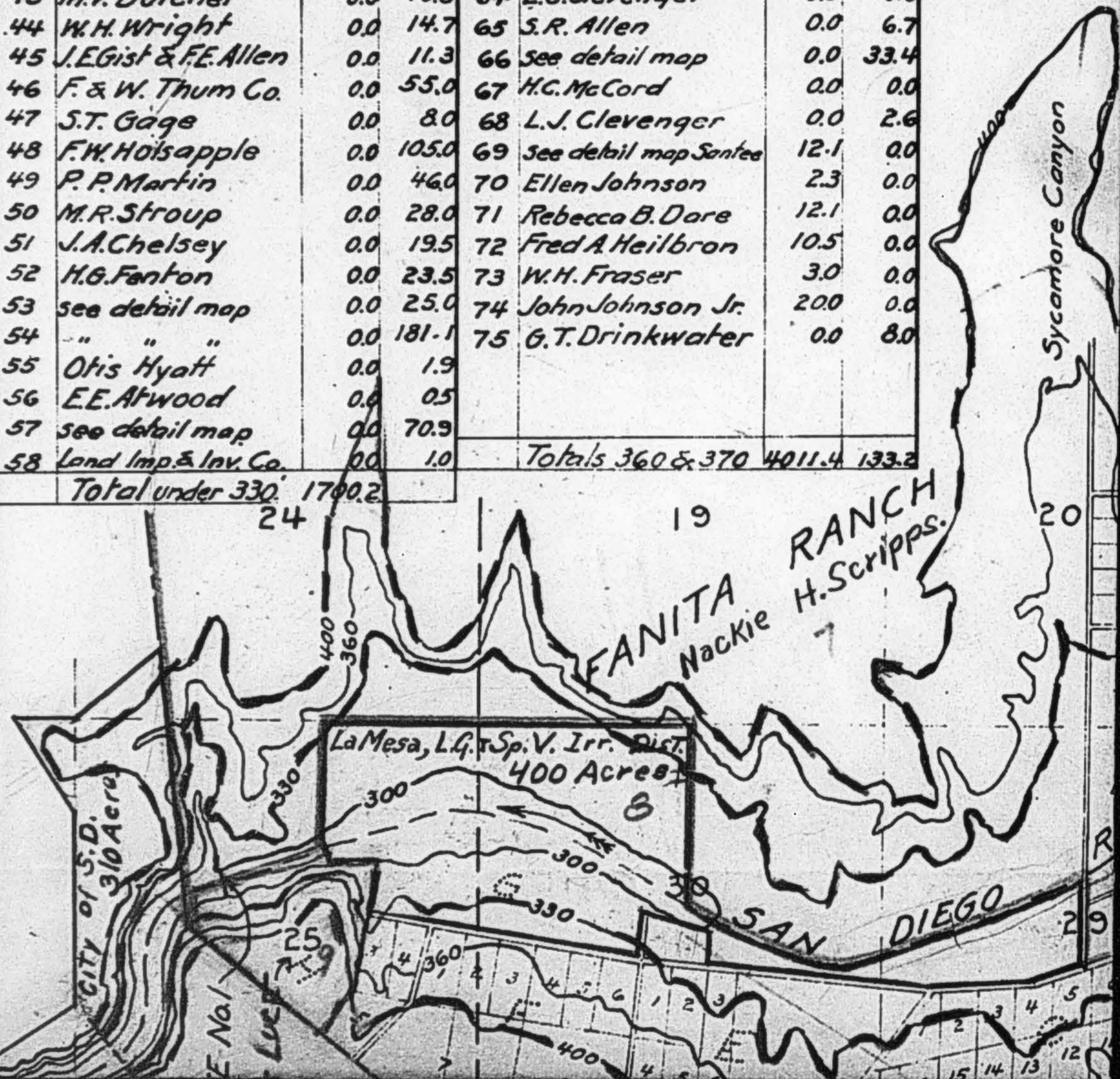
Pano Land
 Elthorpe
 Gramson

	<u>Purchase Price</u>	<u>Amount Due</u>
Hooper	\$ 5,000	\$ ----
Bryan	18,700	8,050
Peters	4,000	----
Craig	20,250	5,000
Marston	12,120	4,000
Anderson	26,000	11,000
Hindle	41,000	25,350
Utt	8,000	----
Puterbaugh <i>McCray</i>	7,500	----
Butler	3,200	----
Buttmer	1,800	----
D. Rice	3,000	----
A. W. Smith	3,200	1,600
Ferlin	4,300	----
Froelick	1,000	----
Blockman	440	----
Miller	4,500	----
Stoddard	1,575	----
Bleifus	2,500	----
Rice	<u>41,500</u>	<u>15,000</u>
	\$209,585	\$ 70,100



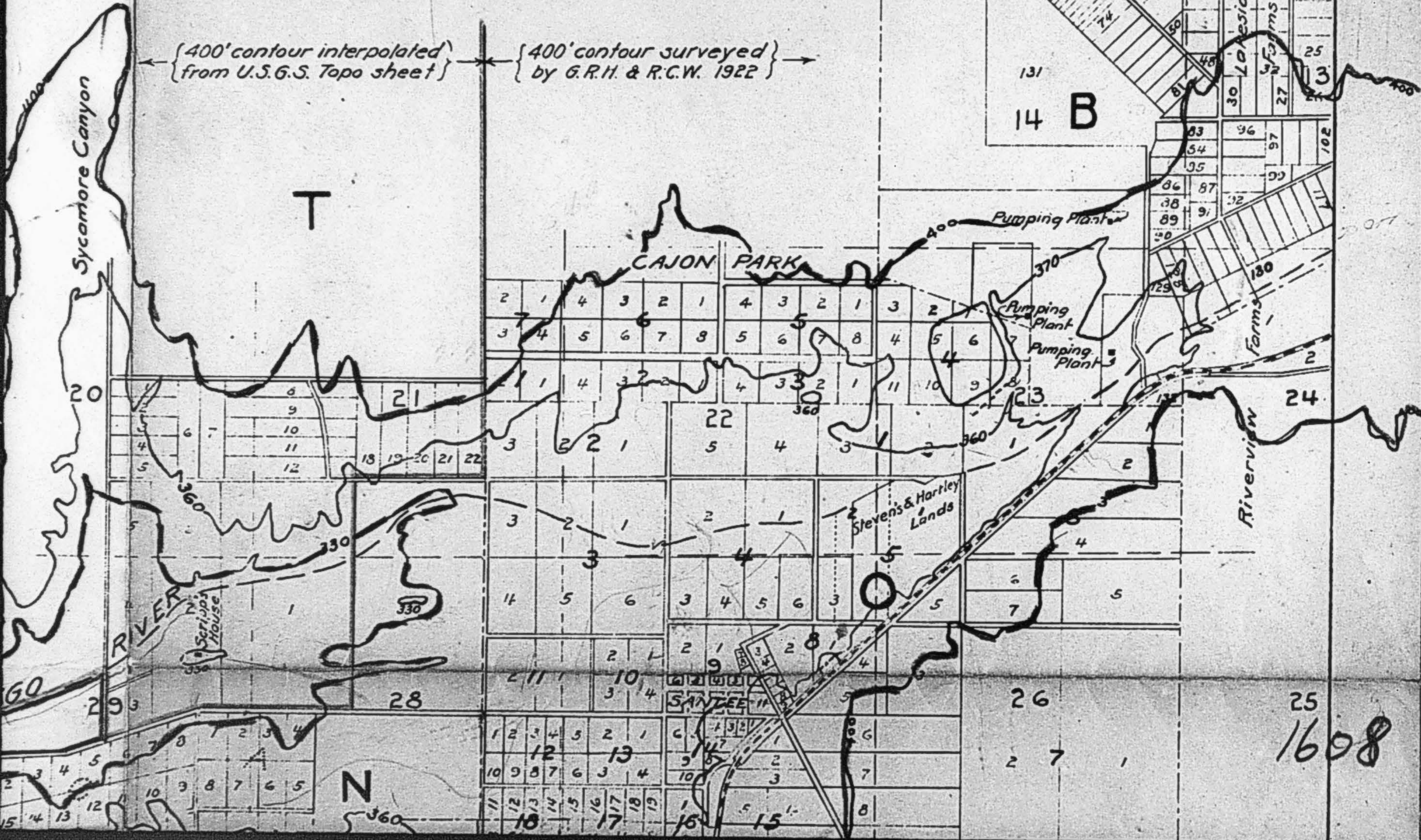
Parcel No.	Ownership	Area Flooded		Parcel No.	Ownership	Area Flooded		Parcel No.	Ownership	Area Flooded	
		330 Cont. Acres	360 Cont. Acres			330 Cont. Acres	360 Cont. Acres			360 Cont. Acres	370 Cont. Acres
1	Sou. Title & Guaranty Co.	121.0	121.0	38	Walter Dupee	0.0	448.8	59	John Johnson Jr.	0.0	75.5
2	L. Slass & Gerstle Co.	153.0	153.0	39				60	H.G. Fenton	0.0	7.0
3	Sec. Com. & Sav. Bank	6.4	23.9	40	T.J. & L.E. Kenney	0.0	0.8	61	F.W. Holsapple	80.2	0.0
4	E. Fletcher & S.F. Smith Co.	103.0	136.2	41	C.A. Teubner	0.0	2.3	62	Jas. Ballantyne	58.4	0.0
5	Sec. Com. & Sav. Bank	218.0	249.5	42	Thos. Netting	0.0	13.0	63	San Diego Sec. Co.	0.8	0.0
6	Wm. Fitzherbert West	54.0	74.4	43	M.V. Dutcher	0.0	10.8	64	L.C. Clevenger	0.0	0.0
7	Nackie H. Scripps.	525.0	856.0	44	W.H. Wright	0.0	14.7	65	S.R. Allen	0.0	6.7
8	La Mesa Irrig. Dist.	352.0	380.0	45	J.E. Gist & F.E. Allen	0.0	11.3	66	see detail map	0.0	33.4
9	W.A. Sloan & M.A. Luce	21.7	37.5	46	F. & W. Thum Co.	0.0	55.0	67	H.C. McCord	0.0	0.0
10	John Boepple	0.9	8.7	47	S.T. Gage	0.0	8.0	68	L.J. Clevenger	0.0	2.6
11	N.E. Steinbach	0.0	5.8	48	F.W. Holsapple	0.0	105.0	69	see detail map Santee	12.1	0.0
12	Robt. Gaynor	0.0	4.7	49	P.P. Martin	0.0	46.0	70	Ellen Johnson	2.3	0.0
13	Geo. J. McLain	0.0	1.7	50	M.R. Stroup	0.0	28.0	71	Rebecca B. Dare	12.1	0.0
14	J.H. Bamberry	0.0	2.2	51	J.A. Chelsey	0.0	19.5	72	Fred A. Heilbron	10.5	0.0
15	Sarah E. Wheeler	0.0	10.4	52	H.G. Fenton	0.0	23.5	73	W.H. Fraser	3.0	0.0
16	W.A. Sloan & M.A. Luce	0.0	6.5	53	see detail map	0.0	25.0	74	John Johnson Jr.	20.0	0.0
17	Nellie O. Teubner	11.4	11.4	54	" " "	0.0	181.1	75	G.T. Drinkwater	0.0	8.0
18	" " "	0.5	7.3	55	Otis Hyatt	0.0	1.9				
19	G.E. Owens & L.P. Jenkins	7.2	20.0	56	E.E. Atwood	0.0	0.5				
20	Geo. J. Shoenhair	37.9	82.7	57	see detail map	0.0	70.9				
21	Alice J. Miller	2.2	8.6	58	Land Imp. & Inv. Co.	0.0	1.0				
22	Nellie O. Teubner	0.0	13.1		Total under 330	1700.2			Totals 360 & 370	4011.4	133.2
23	C. Gallagher	3.4	14.2								
24	Hosmer McKoon	4.9	14.2								
25	Bertha M. Strike	9.0	17.3								
26	E.T. Perkins	7.3	17.5								
27	Ernest Palm	5.6	18.2								
28	W.W. Hammond	4.5	18.9								
29	T.J. & L.E. Kenney	0.0	10.0								
30	M.G. Robbins	1.9	9.6								
31	C.D. Frazee	0.0	9.8								
32	M.G. Robbins	2.0	10.1								
33	B.W. Anderson	0.0	9.8								
34	Daniel Slaughter	1.3	10.1								
35	E.E. Selmsler	6.5	39.7								
36	C.L. Voss	0.5	128.0								
37	Chas. L. Good	40.0	203.4								

Note:-
Figures
indicate
of upper
For 4

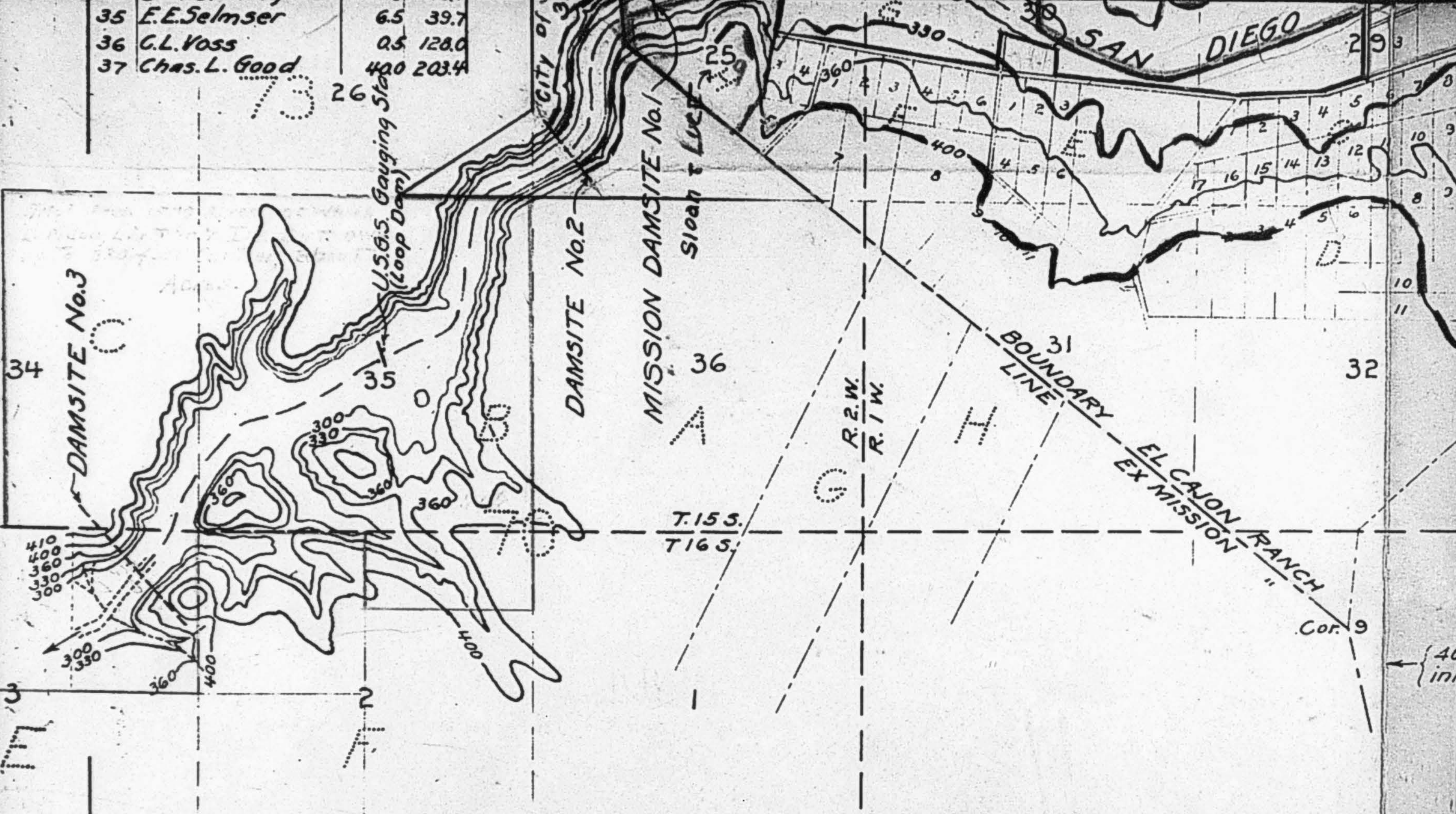


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Note:-
Figures in last column headed 370 Contour
indicate area of probable silt lands required
at upper end of reservoir above the 360 Contour
For 400 Contour complete see Drg. S-456



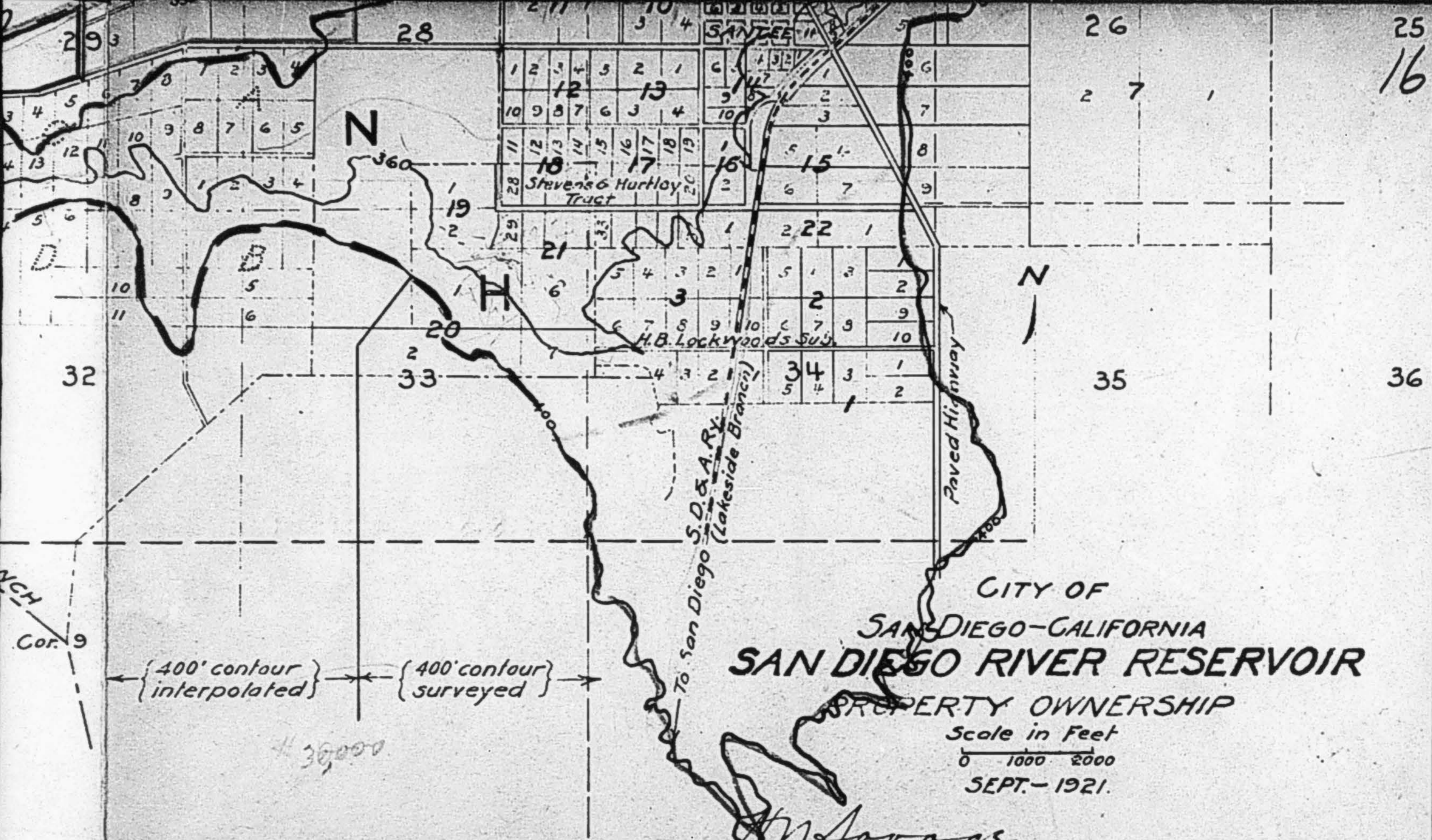
35	E.E. Selmser	6.5	39.7
36	G.L. Voss	0.5	128.0
37	Chas. L. Good	400	203.4



Drawn by R.W.
 Traced .. R.W. & G.C.
 Checked .. J.C.

Edited to February 19...
 400' Contour as surveyed

1608



CITY OF
SAN DIEGO-CALIFORNIA
SAN DIEGO RIVER RESERVOIR

PROPERTY OWNERSHIP
Scale in Feet
0 1000 2000
SEPT.-1921.

H.N. Savage
Hydraulic Engineer.

{ 400' contour } ← { 400' contour }
interpolated surveyed

to February 19, 1923. Changed to show
our as surveyed by G.R.H. & R.C.W. 1922.

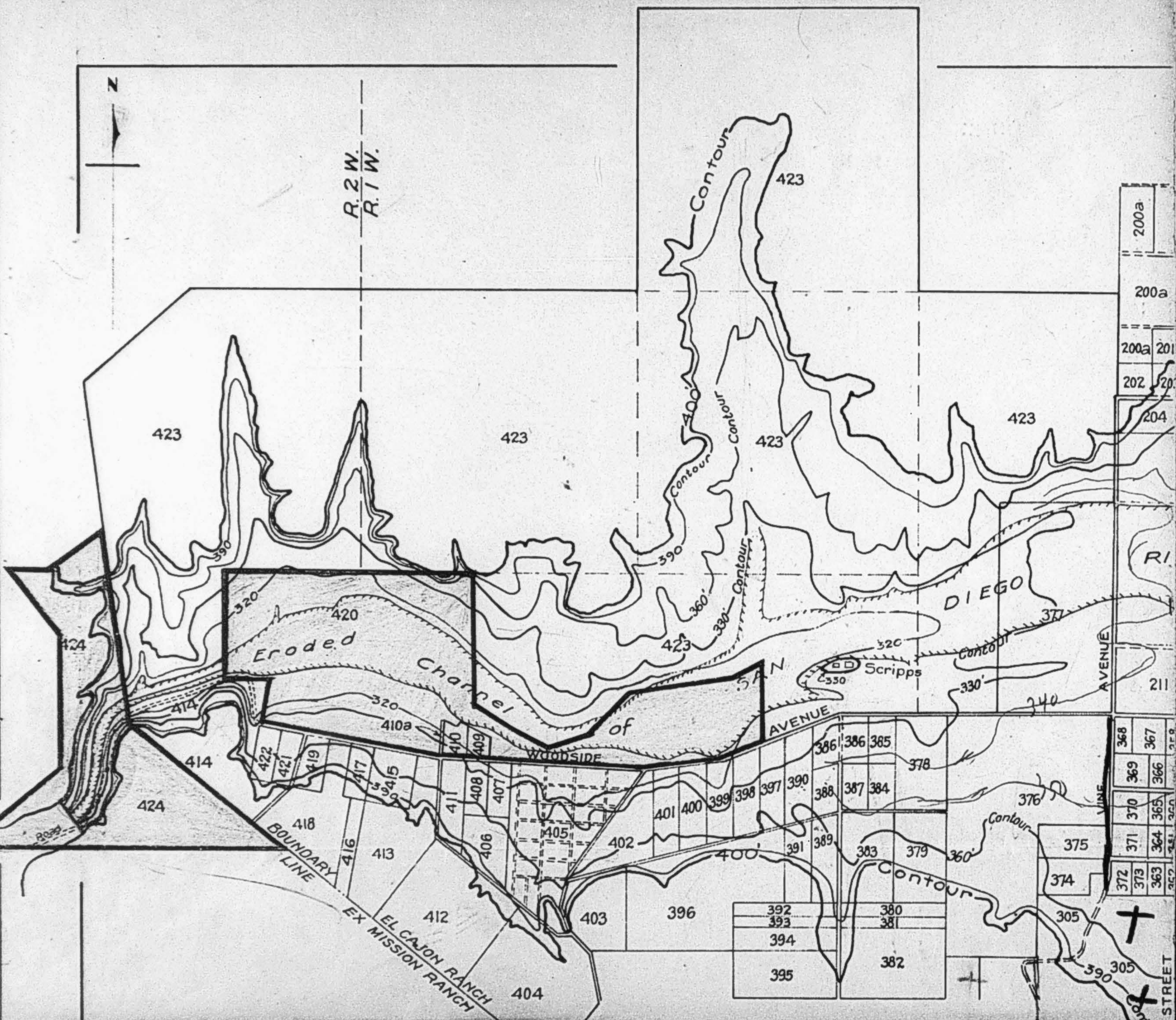
H.N. Savage

File No. 1608-51

S-401

N

R. 2 W.
R. 1 W.



Eroded

Channel

WOODSIDE

AVENUE

DIEGO

AVENUE

STREET

BOUNDARY
LINE

EL CAJON RANCH
EX MISSION RANCH

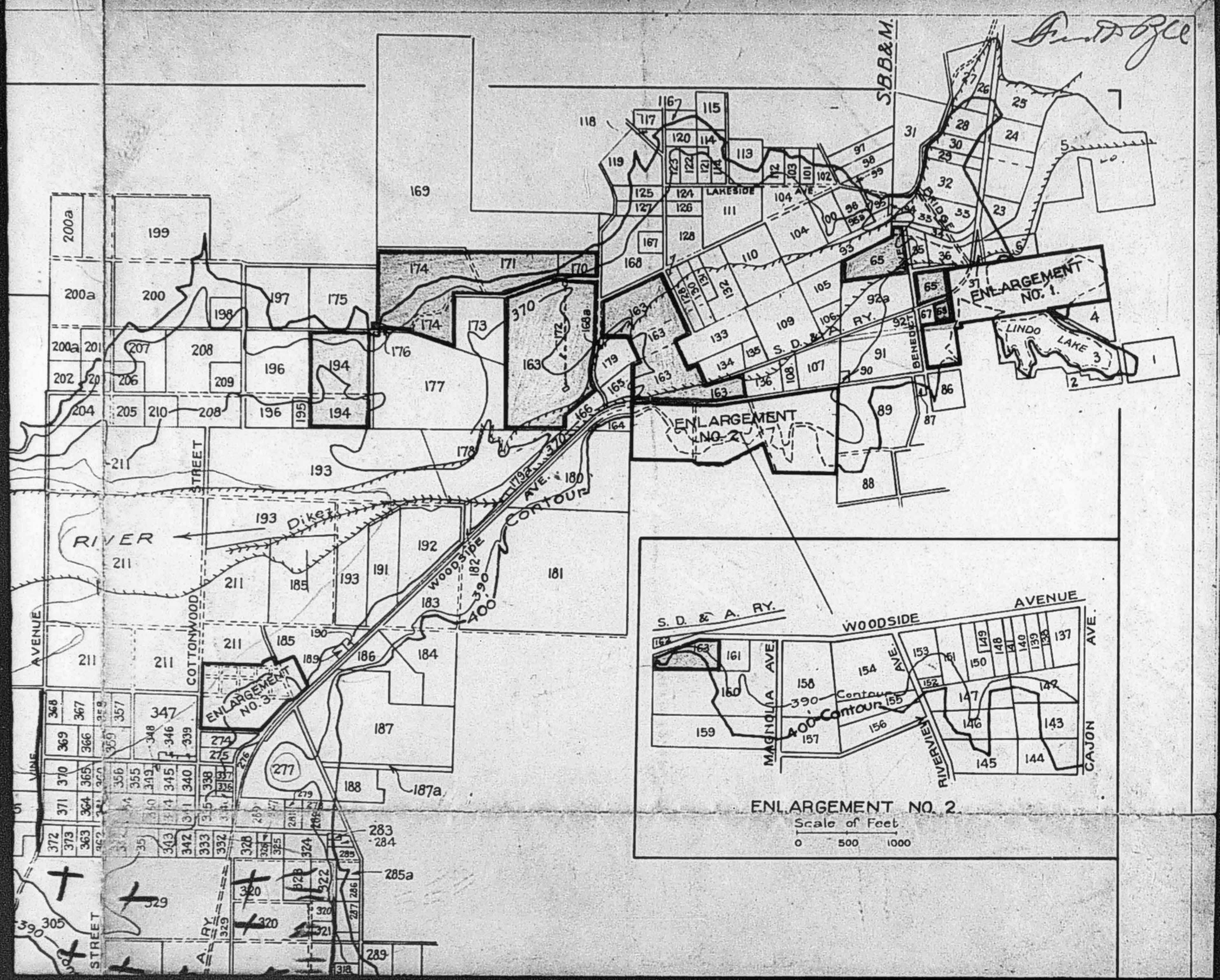
Scripps

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Ant Dyle



S.B.B.&M.

ENLARGEMENT NO. 1

ENLARGEMENT NO. 2

ENLARGEMENT NO. 3

S. D. & A. RY.

WOODSIDE AVENUE

ENLARGEMENT NO. 2

Scale of Feet

0 500 1000

RIVER

LINDO LAKE

COTTONWOOD STREET

AVENUE

VINE STREET

STREET

MAGNOLIA AVE.

RIVERVIEW AVE.

CAJON AVE.

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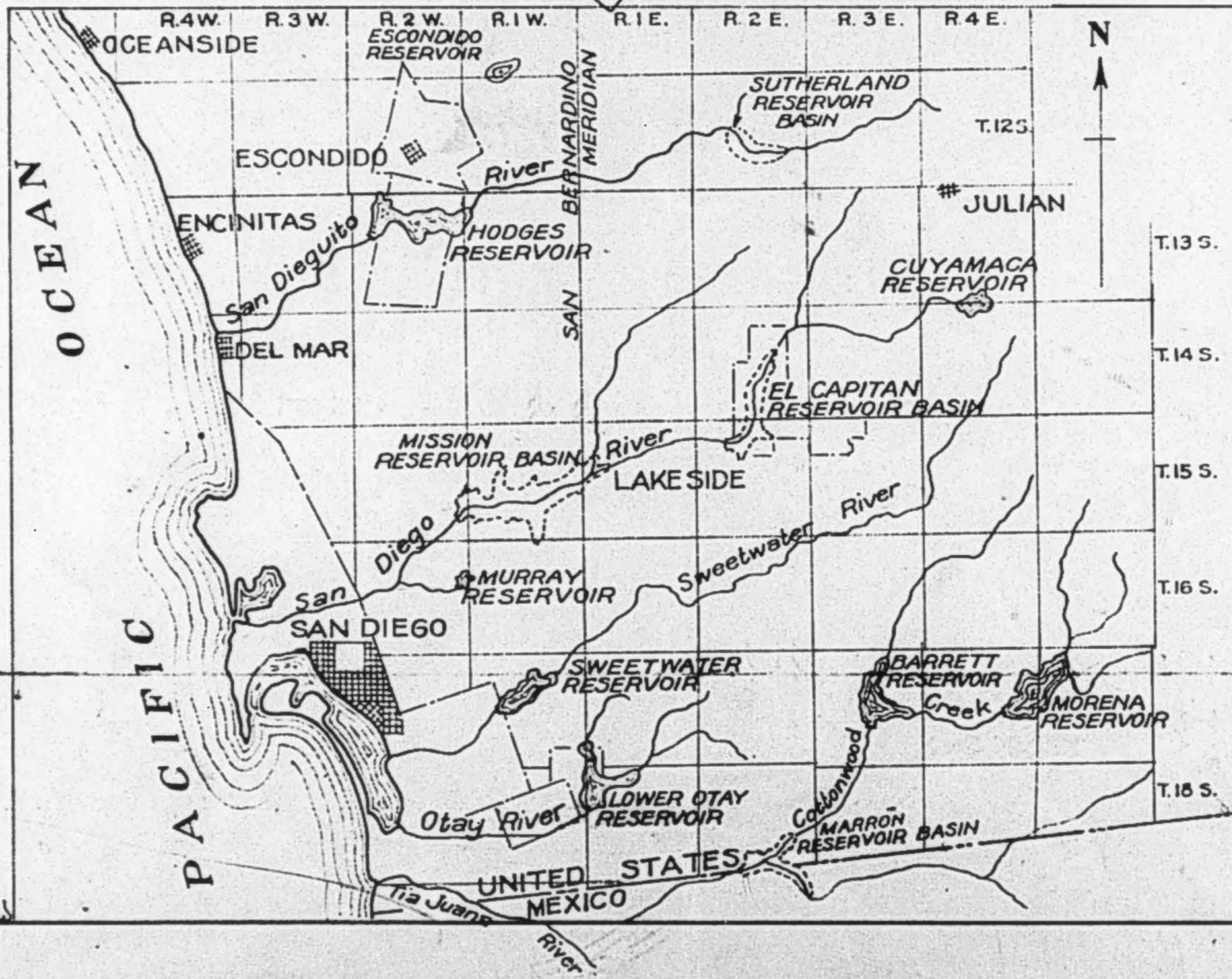
151

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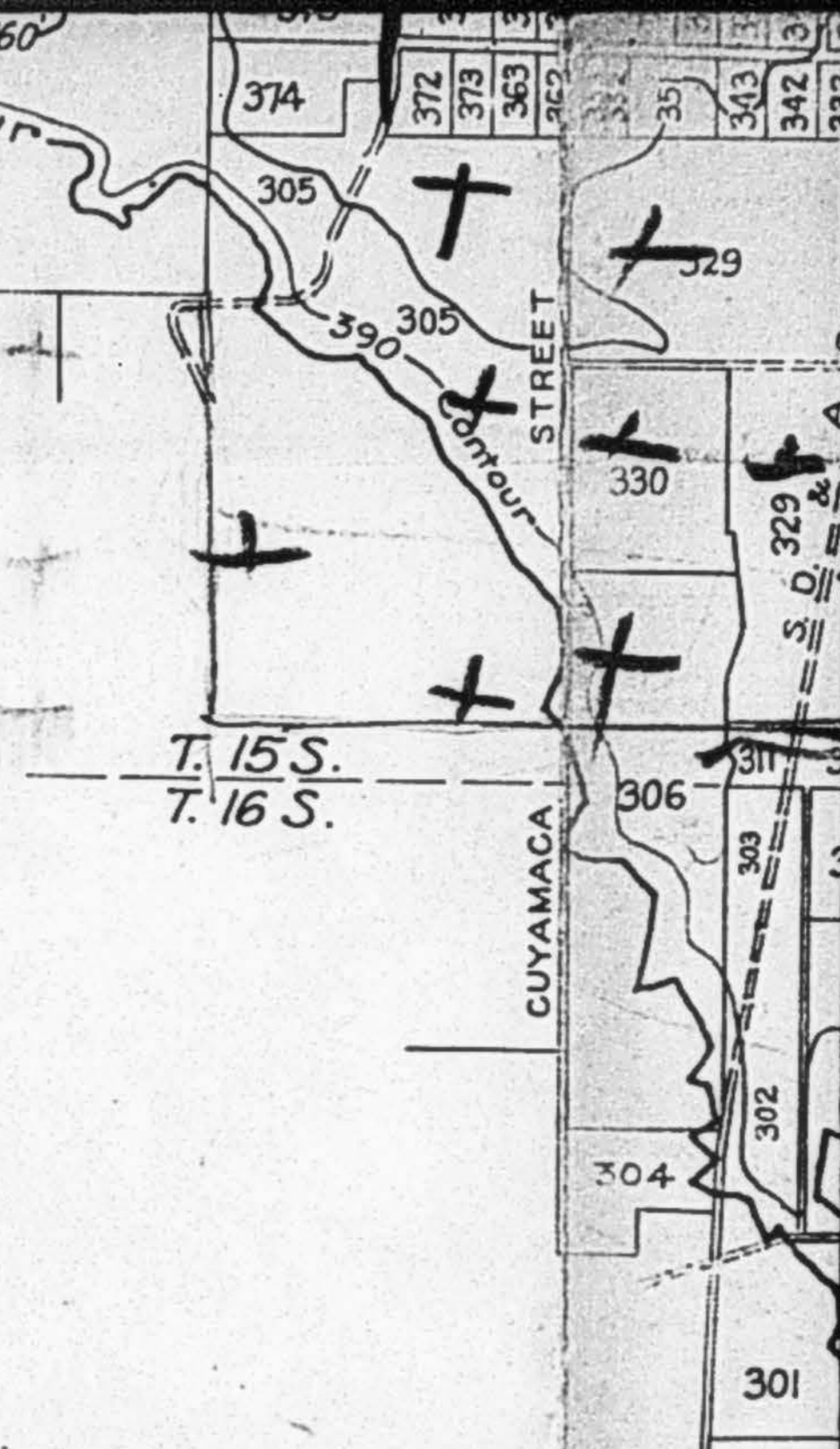
147



Dr. & Tr. by H.V.M.
Checked by H.V.M.

Edited to Feb.
W. J. Wilson
Engineer in

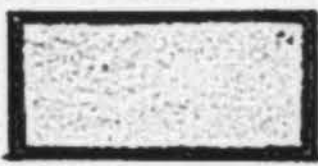
392	380
393	381
394	
395	382





Scale of Feet
0 500 1000

Note:
 400' contour surveyed 1922 and 1930.
 U.S. G.S. Datum.
 360' contour surveyed 1921.
 330' contour from H.N. Savage Map S-456.

City Owned Lands. 

CITY OF
 SAN DIEGO CALIFORNIA
 BUREAU OF WATER DEVELOPMENT
 MISSION RESERVOIR BASIN LANDS
 CLASSIFICATION INDEX MAP

Scale of Feet
 0 1000 2000 3000 4000
 June, 1930.

H.N. Savage
 Engineer in Charge.

Sheet 1 of 2

FILE NO 2311-D1

WD-237

Edited to Feb. 6, 1931.

H.N. Savage
 Engineer in Charge.

Ed Fletcher Papers

1870-1955

MSS.81

Box: 61 Folder: 1

**Business Records - Water Companies -
Cuyamaca Water Company - El Capitan
Dam - Appropriations and land purchase**



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