

then it shall be lawful for the said party of the first part to re-enter the said premises and remove all persons therefrom.

And the said party of the second part does hereby promise and agree to pay to the said party of the first part the said monthly rent herein reserved in the manner herein specified. And that at the expiration of said term, or any sooner determination of this Lease, the said party of the second part will quit and surrender the premises hereby demised in as good order and condition as reasonable use and wear thereof will permit, damages by the elements excepted. And if the party of the second part shall hold the said term with the consent, expressed or implied, of the party of the first part, such holding shall be construed to be a tenancy only from month to month, and said second party will pay the rent as above stated for such further time as he may hold the same.

The party of the second part agrees to pay the water rate during the continuance of this Lease IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of) Mary Jane Curran (Seal)) Joseph Lynch (Seal)) (Seal)

STATE OF CALIFORNIA,) SS.) County of San Joaquin)

On this 1st day of February in the year of our Lord nineteen hundred and twelve before me, John A. Wilson, a Notary Public in and for said County and State, residing therein, duly commissioned and qualified, personally appeared Mary Jane Curran and Joseph Lynch personally known to me to be the persons described in and whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at my office in the County of San Joaquin, the day and year in this certificate first above written.

(Seal) John A. Wilson, Notary Public, in and for the county of San Joaquin, State of California.

Recorded at the request of John A. Wilson 26 day of Feb. 1912 at 30 minutes past 3 P. M., in Book G Vol. 27 of Leases, page 410, San Joaquin County Records.

Fees: \$1.10. By Elsa S. Pope, Deputy Recorder. ROCHERNEY T Co. San Jose, California, Feb. 21, 1912.

TO RIVER VIEW LAND & WATER CO. ASSIGNMENT OF WATER RIGHT. In consideration of One dollar (\$1.00) to me in hand paid, by the River View Land and Water Company, a corporation, organized and existing under the laws of the State of California, and for other and further valuable considerations I do hereby sell, assign, transfer and convey to said River View Land and Water Company, all my right, title and interest in and to that certain water right appropriated by me on the 11th, day of August, 1911, to the water of the San Joaquin River in San Joaquin County, State of California, at the point located on the left bank of said river where a notice of water appropriation was posted by me on the said 11th day of August, 1911, which point is located on the left bank of said San Joaquin River at the intersection of said left bank with the levee of the Banta reclamation district, and is approximately north 21 1/2 degrees east 4900 feet from the corner of sections 3 and 4, 33 and 44, Townships 2 and 3, South Range 6 East Mount Diablo Base and Meridian to the extent of 200 cubic feet per second or 10000 miner's inches measured under a 4 inch pressure, and to convey said water in the necessary ditch or ditches and by means of pumps of sufficient size to lift said amount of water and to use said waters for irrigation purposes, and domestic power and all other applied uses on the westerly side of the San Joaquin Valley in San Joaquin and other counties of California, and

I further assign to said corporation all my right, title and interest to the water right which I now have in said waters of said San Joaquin River, as is more definitely described in water appropriation notice filed in the office of the County Recorder of said San Joaquin County,

In Book G-26 of Miscellaneous, Page 562, on August 30, 1911, at 23 minutes past 9 o'clock A.M.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 21st day of February, 1912.

State of California,) T.C. McChesney, (Seal.)
County of Santa Clara,) SS:

On this 21 day of February, in the year one thousand nine hundred and twelve, before me, E.S. Crittenden, a Notary Public in and for the County of Santa Clara, personally appeared, T.C. McChesney, known to me to some person whose name is subscribed to the within instrument, and he duly acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the County of Santa Clara, the day and year in this certificate first above written.

(Notary Seal.) E.S. Crittenden, Notary Public in and

for the County of Santa Clara, State of California.

Recorded at Request of E.S. Crittenden, Feb. 27, 1912 at 2 min past 9 o'clock A.M. in Book G. Vol 27 of Miscellaneous, page 417 San Joaquin County Records.

Fees \$ 1.10. James H. Kroh, Recorder.
John J. Ansbro, Deputy.

MAIER, CHRIS and KAROLINE // AGREEMENT,

" KAROLINE // THIS AGREEMENT Made and entered into this 23rd day of February in the year
TO // of our Lord One Thousand Nine Hundred and Twelve
WATKINSON, T.H.J. // BETWEEN CHRIS MAIER and KAROLINE MAIER (his wife) both of the County of San
"AGREEMENT" // Joaquin, State of California, the parties of the first part, and J. H. T.
WATKINSON, of the City and County of San Francisco, State of California the party of the second
part,

WITNESSETH, that the said parties of the first part, in consideration of the covenants and agree-
ments on the part of the said party of the second part, hereinafter contained, agree to sell and
convey unto the said party of the second part, and said second party agrees to buy, all that certain
lot or parcel of land, situate in the County of San Joaquin and State of California, and bounded
and particularly described as follows, to-wit:

All of Section Seven (7) in Township Four (4) North Range Eight (8) East,
Mount Diablo, Base and Meridian containing 642 1/2 acres of land.

IT IS AGREED THAT COMPLETE POSSESSION OF THE LAND SHALL BE GIVEN NOT LATER THAN JULY FIRST 1912,
and it is agreed that said J. H. T. Watkinson or his agents shall have the right to have the pre-
mises surveyed and shall have the right to enter said lands and bring customers on said lands and
sell same so long as he shall not damage the growing crops now on said lands.
Said parties of the first part hereby reserve from this sale the Blacksmith Shop, the Chicken House,
the Smoke House, the Wine Tanks The water Draw, and all of the oak cordwood and all the scrap iron
lying around the yard.

FOR THE SUM OF Twenty Eight Thousand Nine Hundred and Twelve 50/100 (\$28912.50) Dollars, Gold Coin
of the United States; and the said party of the second part, in consideration of the premises,
agrees to pay at the times and in the manner hereinafter mentioned, to the said parties of the first
part, the sum of Twenty Eight Thousand Nine Hundred and Twelve 50/100 Dollars, as follows, to-wit:
Five Thousand (\$5000.00) Dollars upon the execution of this agreement, the receipt of which is
hereby expressly acknowledged by the said parties of the first part, a further payment of Nine
Thousand Four Hundred and Sixty Two Dollars and Fifty Cents to be paid on or before the Ninth day of
February, 1913, -as soon as this second payment shall have been received by the said parties of the
first part and as soon as the said parties of the first part shall have received a total of Four-
teen Thousand Four Hundred and Sixty Two Dollars and Fifty Cents as above provided for then the
parties of the first part agree that they will immediately execute and deliver to said second
party a good and sufficient Deed conveying said premises to said second party free and clear of all
incumbrances other than those made ^{no} or suffered by the said second party after the date hereof,

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