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March 4, 2009

John O'Hagan, Manager
Enforcement Section
State Water Resources Control Board
Division of Water Rights
P.O. Box 2000
Sacramento, CA 95812-2000

Re: Woods Irrigation Company

Dear Mr. O'Hagan:

This letter is in response to your request for water diverter information in the Sacramento/San Joaquin Delta area. I am replying on behalf of our client Woods Irrigation Company. Due to some personal time constraints, I am scheduled to be out of the country for the next several weeks, I wanted to provide you with early and preliminary information concerning Woods Irrigation Company. This is not a definitive response and is simply my attempt to provide you with a degree of information which will assist you in understanding Woods Irrigation Company's diversions. I am enclosing for your assistance the following documents:

1. Articles of Incorporation of the Woods Irrigation Company dated December 14, 1909, and Amendment thereto dated March 12, 1959. The documents indicate that the district was formed by four major landowners aspiring to form an entity for the purposes of constructing, operating and maintaining ditches for the distribution of irrigation water. The Amendment's third "Whereas" paragraph indicates that the Company has continuously operated an irrigation and drainage system since 1910.
2. The second document that I am providing is a Complaint to Quiet Title and a Judgment on that Complaint. The documents are helpful in that they describe the history of Woods Irrigation Company and give you some deeded reference numbers as to the original documents which help to create Woods. Attached to the Complaint is both a map of Woods Irrigation Company and a legal description of its properties.
3. A series of documents which I am providing to you at this time are recorded documents between the original founders and Woods detailing the creation of the canal system and the conveyancing and provisions of the irrigation purposes.

2009 MAR -5 PM 1:08
M. O'CONNOR
SACRAMENTO, CA

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4. The last document that I am providing is an excerpt from the history of San Joaquin County which describes several members of the Woods family and is given as evidence that Roberts Island and the Woods brothers intensively farmed the property in question beginning in the 1800s.

Admittedly I have not had a great deal of time to search out historical records, but will be in the position to do further research upon my return. Woods has long diverted water to provide irrigation and drainage for certain designated lands on Roberts Island. This initial review appears to confirm the existence of a pre-1914 water right for the Company.

Filing this information is done voluntarily and without prejudice, as it is our opinion that Water Code Section 5101 does not require us to make any such filing. Subsection (f) exempts local diverters from filing these Statements as the lands of Roberts Island are within the Delta lowlands and DWR makes regular estimations of consumptive use and publishes that data on an ongoing basis. Part 5.1, which includes Sections 5101 - 5108 is clearly an informational gathering set of statutes (see Sections 5106 (a) and 5108) and the DWR reporting for the area appears to satisfy the Part's intent. I believe Mr. Herrick of the SWDA is providing you with a more detailed response regarding the application of Section 5101.

We believe that since its creation, the intent of the landowners was to always preserve the original riparian or pre-1914 rights. Evidence of continued diversions support this retention of rights. In addition, when any particular parcel was separated from the neighboring channels the deeds contained language which indicates an intent to retain pre-existing rights.

The hydrologic connection between the neighboring surface waters and the groundwater results in a continued riparian and/or pre-1914 right and the associated right to divert from either as long as there is no interference to other superior right holders.

The construction of the levees around Roberts Island did not constitute a forfeiture of the riparian rights on the lands.

The Island was previously served by numerous inner-island channels which provided water to many if not all the lands. These connections to the surrounding channels were no longer used only when alternative methods of supply were developed, thus indicating the diverters/landowners intent to maintain pre-existing water rights.

The lands within the District were originally designated "swamp and overflowed lands"; always having a supply of water under "natural" conditions. The reclamation of these lands always included the intent to retain the ability to receive/divert water from the neighboring channels and thus preserve pre-existing water rights.

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Sections 11460 et. seq. (the area of origin statutes) provide a statutory water right for all lands within the Delta. Only the issue of payment (to the USBR and/or DWR) remains to be determined, and we submit that the projects' obligations to prevent salinity intrusion and to maintain water quality objectives results in no payment being necessary.

I hope this early response will provide you with a basis to recognize the riparian rights of both Woods and its landowner members.

Sincerely yours,

GEIGER, COON & KEEN LLP

By: 

Dennis Donald Geiger

Enclosures
DDG/dg

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4 Attorneys for Plaintiff
5
6
7

ENDORSED
FILED MAR 29 1957
R. E. GRAHAM, Clerk
By ALICE BLATCHLEY DEPUTY

8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 IN AND FOR THE COUNTY OF SAN JOAQUIN

10 -----
11 WOODS IRRIGATION CO., a)
corporation,)
12)
13 Plaintiff,)
14 vs.)
15 MARY K. ALLEN, individually and)
as Executrix of the estate of)
16 LORIN C. ALLEN, deceased; E. W. AVILA;)
BERNICE M. AVILA; FRANK W. AVILA; MANUEL)
17 S. BORBA; MARIA S. BORBA; GIOVANNI CERRI;)
PIA CERRI; FRANK L. COSTA; HELEN D.)
18 COSTA; BAROLOMEO DEL CARLO; ITALIA DEL)
CARLO; MICHELE DEL SOLDATO; GISELLA DEL)
19 SOLDATO; MARIE PETERS; JOE FAGUNES;)
LUCY FAGUNES; ANTONIO FERREIRO; MARINA)
20 FERREIRO; AUDINE ABBOTT GILBERT; ARTHUR)
HILL GILBERT; CARROLL G. GRUNSKY; MARIE)
21 GRUNSKY; JOSEPHINE V. JONES; JOHN)
JURGENSON; CHRISTINE M. JURGENSON; SOL)
22 D. KLEIN; JACK KLEIN; MANUEL MARTIN, JR.;)
EUGENIA MATTOS; AUGUST MAZZANTI; LILLIAN)
23 MAZZANTI; SETTIMO MAZZANTI; ARDUINA)
MAZZANTI; AMEICO MELLO; MARIAN F. MELLO;)
24 ALESSIO MENCONI; EMI MENCONI; ALICE)
ARMAND WOODS, also known as ALICE WOODS)
25 MCKEE; REGINALD MERRITT; PETER G. OHM;)
VADA R. OHM; GEORGE R. PATTERSON)
26 CONSTRUCTION COMPANY, a corporation;)
JOHN C. PEREIRA; MARIA PERRY, also known)
27 as MARIA PEREIRA; FRANK R. PERRY;)
JOSEPH R. PERRY; ADELAIDE L. ARRIAGA;)
28 MARY RIBEIRO BETTENCOURT; MARIA S.)
RAMALHO, also known as MARY RAMALHO;)
29 ANGELINA HOLLER; LAURA RAMALHO; ANTHONY)
RAMALHO; MARY RAMALHO; FRANK RAMALHO;)
30 GEORGE RAMALHO; FREDERICK RAMALHO; HARVEY)
R. RATTO; LAURA JUDITH RATTO; W. P.)
31 REMONDA; ROBERTS UNION FARM CENTER,)
INCORPORATED, a corporation; HENRY L.)
32 RODGERS; HAZEL L. RODGERS; LESTER RODGERS;)
NORMA RODGERS; MANUEL J. RODGERS, also)

NO. 64456
DEPT NO. 3

COMPLAINT TO QUIET
TITLE TO CORPORATE
STOCK AND FOR
DECLARATORY RELIEF

RECORDED
INDEXED
MAR 29 1957
MAR 29 1957

1 known as MANUEL RODGERS; J. J. RODGERS;)
 2 MARY SILVA, also known as MARY F. SILVA;)
 3 ANTONIO SILVEIRA; MARIA C. SILVEIRA;)
 4 HAZEL COLNON WOODS; CARROL G. GRUNSKY;)
 5 FRANK X. SOUZA; LUCY SOUZA; MILTON W.)
 6 THORPE; JENNIE A. THORPE; MERVEL L.)
 7 TREMAIN; FRANCES J. WELCHES; FAIRCHILD)
 8 SCHOOL DISTRICT, a public corporation;)
 9 JAOA COELLO PEREIRA; ALICE AZEVEDO)
 PEREIRA; JOE M. VICTORIA; EMILY C.)
 VICTORIA; MARGARET S. WALSH; EDNA B.)
 WILSON; CELIA MARY WOODS DEYOUNG, also)
 known as CELIA MARY WOODS; ELIZABETH W.)
 WOODS; ELLA M. WOODS; EMMA C. NEUMILLER;)
 IRVING NEUMILLER; LENORE NEUMILLER)
 GRAVEM; JOHN NEWTON WILHOIT; JOHN DOES)
 ONE TO FIFTY;)
 10 Defendants.)
 11)

12
 13 I

14 That plaintiff is, and at all times herein mentioned
 15 was, a corporation duly organized and existing under and by virtue
 16 of the laws of the State of California. Plaintiff was incorporated
 17 on the 17th day of December, 1909, for a term of fifty years.
 18 Plaintiff's corporate existence will cease under the term specified
 19 in its Articles of Incorporation on the 17th day of December, 1959.

20 II

21 That John Does One to Fifty are sued herein by fictitious
 22 names pursuant to the Provisions of Section 474 of the Code of
 23 Civil Procedure. Plaintiff is ignorant as to the true names of
 24 such defendants, and prays leave to amend this complaint with
 25 proper charging allegations when the true names and capacities
 26 of such defendants are discovered.

27 III

28 That Mary K. Allen is the duly appointed, qualified and
 29 acting Executrix of the Estate of Lorin C. Allen, deceased, and
 30 the legatee under the will of said Lorin C. Allen of the lands
 31 described as owned by her herein; that John Does One through Five
 32 are the duly appointed and acting legal representatives of the

1 estates of John Does Six and Seven and John Does Twenty-Five
2 through Twenty-Seven; that John Does Six through Twenty-Five
3 are owners of interest in land within the tract described herein;
4 that at the time of the filing of this complaint the plaintiff
5 does not know the description, nature or extent of the interest
6 of said owners in said land.

7 IV

8 Plaintiff was incorporated by four landowners who
9 constituted plaintiff's original Board of Directors. The purpose
10 of incorporating the plaintiff was to provide an entity to
11 operate and maintain an irrigation and drainage system for certain
12 designated agricultural lands on Roberts Island in the County of
13 San Joaquin, State of California. The four said incorporators
14 were E. W. S. Woods, Alice M. Woods, Jessie Lee Wilhoit and Mary
15 L. Douglass. All of said incorporators were the owners of large
16 tracts of land proposed to be served by said corporation. Said
17 tracts of land were divided into two parcels. That designated
18 the "West Side" was owned by E. W. S. Woods and Alice M. Woods,
19 who are hereinafter referred to as the "West Side Incorporators."
20 That designated the "East Side" was owned by Jessie Lee Wilhoit
21 and Mary L. Douglass, who are hereinafter referred to as the
22 "East Side Incorporators."

23 V

24 That on the 29th day of September, 1911, the plaintiff
25 entered into a written agreement with the East Side Incorporators
26 entitled an "Agreement for Canals" and recorded September 30th,
27 1911 in Book "G" of Miscellaneous, Vol. 27, page 25, San Joaquin
28 County Records. In said written agreement the East Side
29 Incorporators conveyed to plaintiff in perpetuity certain easements
30 for the construction of irrigation and drainage canals and ditches
31 across the East Side lands and granted to plaintiff in perpetuity
32 the right to construct, maintain, police, patrol, operate, extend,

1 widen and repair a series of canals for the purpose of irrigation
2 and drainage. In said agreement the lands to be served by
3 irrigation and drainage on the East Side were specifically
4 described and all of said lands were then owned in fee simple by
5 said East Side Incorporators. On the 29th day of September, 1911,
6 the plaintiff and the East Side Incorporators entered into a
7 second and separate written agreement entitled a "Contract to
8 Furnish Water: whereby the plaintiff agreed in perpetuity to furnish
9 water and drainage to the said East Side lands. Said covenant
10 was expressly made a covenant running with said lands, and was
11 recorded on the 30th day of September, 1911, in Book "G" of
12 Miscellaneous, Vol. 27, page 28, San Joaquin County Records.

13 On the 29th day of September, 1911, the plaintiff entered
14 into a written agreement with the West Side Incorporators entitled
15 an "Agreement for Canals" identical in its terms with that entered
16 into with the East Side Incorporators except that the lands
17 specifically described to be served therein were the West Side
18 lands. At the time of said execution, all of said West Side lands
19 so described were owned in fee simple by the West Side Incorporators.
20 Said agreement was recorded the 30th day of September, 1911, in
21 Book "G" of Miscellaneous, Vol. 27, page 38, San Joaquin County
22 Records. On the 29th day of September, 1911, the plaintiff
23 entered into a second and separate agreement in writing with the
24 West Side Incorporators entitled a "Contract to Furnish Water"
25 whereby the plaintiff agreed in perpetuity to furnish water and
26 drainage to the said West Side lands. Said covenant was
27 expressly made a covenant running with said lands and was recorded
28 on the 30th day of September, 1911, in Book "G" of Miscellaneous,
29 Vol. 27, page 41, San Joaquin County Records.

30 VI

31 That said Contracts to Furnish Water described in Para-
32 graph III hereof expressly set forth that certain designated por-

1 tions of land described therein were not capable of being irrigated
2 at the date of the execution of said agreements. That certain of
3 said lands have since been brought under irrigation and certain
* 4 proved not to be capable of irrigation. Attached hereto and
5 marked "Exhibit A", and incorporated by reference herein, is a
6 map showing all of the lands which have been irrigated by the
* 7 plaintiff. Attached hereto and marked "Exhibit B", and
8 incorporated by reference herein, is a legal description of the
9 exterior boundaries of the tract of land irrigated by the plaintiff
10 since it commenced operations in 1911. Continuously since the
* 11 date of said agreements the plaintiff has been irrigating and
12 draining the lands so described and set forth.

13 VII

* 14 Plaintiff is a non-profit, mutual water company. All of
15 its expenses of operation and purchase of equipment have been
16 paid by the landowners within the boundaries of the tract shown
17 on "Exhibit A" with the exception of certain sums which have
18 been received for the drainage of certain lands outside of said
19 boundaries. That the latter lands have been drained purely on the
20 basis of individual contracts between plaintiff and the owner of
21 such land. The Contracts to Furnish Water hereinbefore referred
22 to provide that the expenses of operation and for the purchase
23 and replacement of equipment shall be pro rated among the land-
24 owners within the boundaries served on the basis of acreage with-
25 in the boundaries served by the plaintiff and that the sums re-
26 ceived for the drainage and irrigation of lands outside said
27 boundaries shall be used to reduce said assessment. Since it
28 commenced operation in 1911, the plaintiff has assessed the land-
29 owners within the district each year for their pro-rata share of
30 the expenses of operation and replacement of the system on the
31 basis of the acreage owned by each landowner. That all of the
32 assets of the plaintiff consist of its water and drainage system.

1 All of said assets have been purchased by the sums received by
2 virtue of said assessments against the landowners within said
3 boundaries.

4 VIII

5 That the Articles of Incorporation of plaintiff provide
6 that it may issue only one classification of stock consisting of
7 common stock in the total amount of Ten Thousand and no/100 Dollars
8 with a par value of One Dollar per share. On the 10th day of
9 January, 1910, the plaintiff issued its total stock now outstanding
10 in the following amounts to the following named persons:

- 11 E. W. S. WOODS -----2,500 Shares
- 12 ALICE M. WOODS -----2,500 Shares
- 13 JESSIE LEE WILHOIT -----2,500 Shares
- 14 MARY L. DOUGLASS -----2,500 Shares

15 Said shares were transferable on the books of the company only by
16 endorsement and surrender of the certificates. That the stock
17 journal of the plaintiff shows no transfers or new issues except
18 those above indicated. That all of said shareholders above named
19 were landowners of the real property shown on "Exhibit A" herein,
20 and there were no other owners of land within the said boundaries
21 served by the plaintiff at the time of the issuance of said shares.

22 IX

23 That it was the intention of the incorporators of plain-
24 tiff, as shown by the Articles of Incorporation and By Laws of plain-
25 tiff and the various agreements hereinbefore referred to, that the
26 capital stock of plaintiff be appurtenant to the lands served with
27 irrigation and drainage within said boundaries shown on "Exhibit
28 A" on the basis of one share per acre or fraction thereof. All
29 of the stock issued by plaintiff was, and is, appurtenant to said
30 lands on the basis of one share per acre, or fraction thereof, of
31 the lands within the boundaries served by plaintiff as shown in
32 "Exhibit A". That said stock certificates are of no value to any

1 person except owners of land within said boundaries.

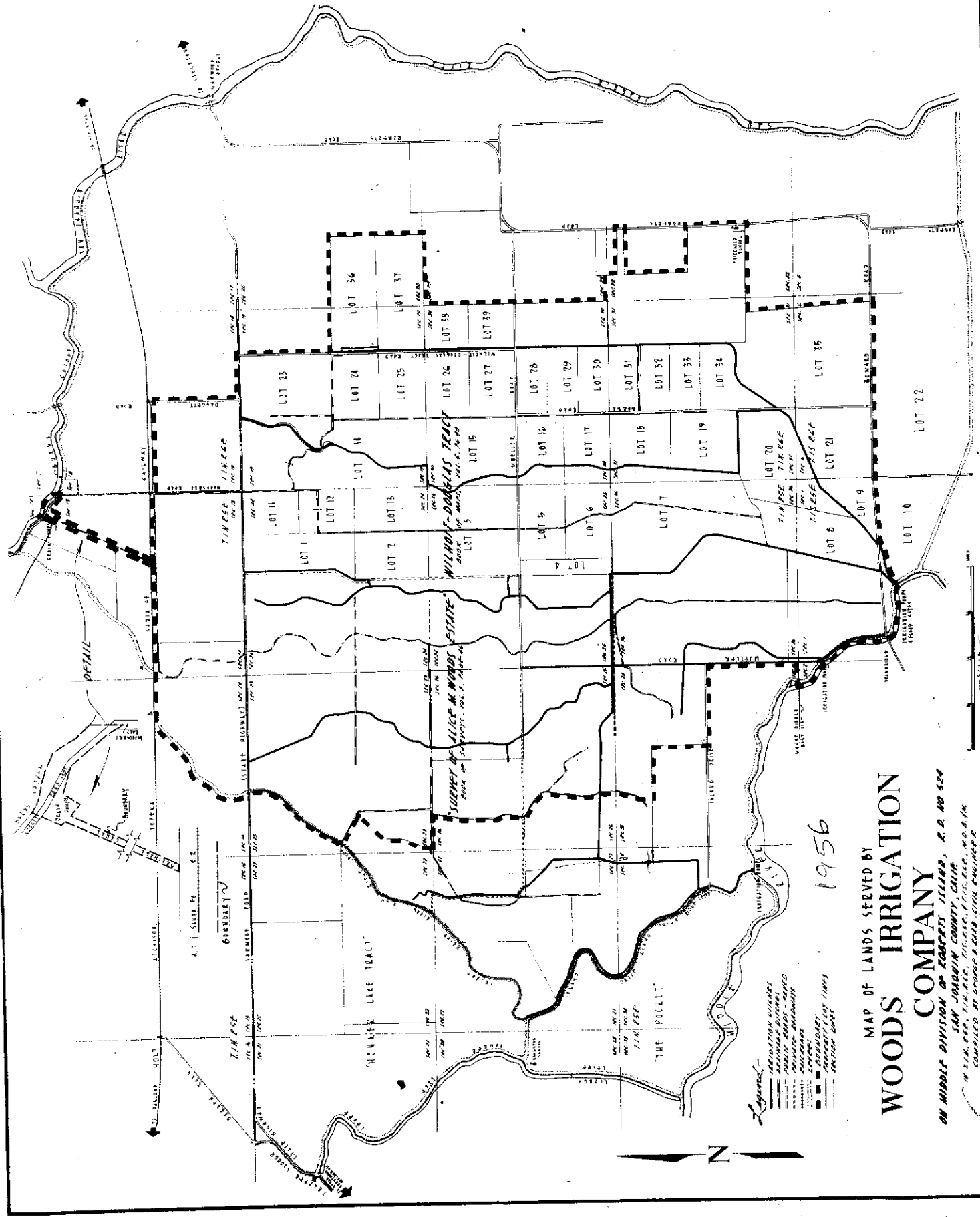
2 X

3 That in addition to the stock journal now in plaintiff's
4 possession and referred to in Paragraph VII hereof, plaintiff is
5 informed and believes and therefore alleges that there was at
6 one time a stock certificate book relating to the stock issued
7 in plaintiff corporation. Plaintiff is further informed and
8 believes and therefore alleges that said stock certificate book
9 showed certain transfers of stock from the original owners to new
10 purchasers of land within the boundaries served by plaintiff, and
11 that said stock was transferred as appurtenant to said land so sold.
12 That plaintiff does not have possession of said stock certificate
13 book and the present Board of Directors of plaintiff do not know
14 its whereabouts, except that plaintiff and its Board of Directors
15 are informed and believe that said stock certificate book was
16 unintentionally destroyed approximately 19 years ago. With minor
17 exceptions amounting to less than one hundred shares of its
18 capital stock, the plaintiff does not now know the whereabouts of
19 any of its stock certificates or the identity of the holders of
20 its capital stock certificates.

21 XI

22 That at the time of the filing of this complaint the
23 landowners within the boundaries served by plaintiff are as
24 follows:

25	<u>LANDOWNER</u>	<u>ACREAGE</u>	<u>DESCRIPTION</u>
26	1. Mary K. Allen	244.81 ✓	E $\frac{1}{2}$ of Lot 3 (exc W 20 ft
27	as Executrix of the		for roadway) and Lots 5
28	Estate of Lorin C. Allen,		and 6.
29	deceased.		
30	2. E. W. Avila and	32.73 ✓	Portion of Lot 9
31	Bernice M. Avila		
32	3. Frank W. Avila	1.095	Portion of Lot 9
	4. Manuel S. Borba	45.75 ? ✓	Lot 16
	and Maria S. Borba		



1956

MAP OF LANDS SERVED BY
WOODS IRRIGATION COMPANY

ON MIDDLE DIVISION OF ROBERTS IRRIGATION, C. O. NO. 524
 SAN JOAQUIN COUNTY, CALIF.
 AS SHOWN ON THE ORIGINAL SURVEY MAPS
 COMPILED BY GEORGE A. BELL, CIVIL ENGINEER
 DECEMBER, 1956

BY JOHN ROBERTSON, ROBERTS, PSC (T) 5, R 6 E

EXHIBIT B

DESCRIPTION

WOODS IRRIGATION COMPANY LAND

A portion of the Middle Division of Roberts Island, Reclamation District No. 524, San Joaquin County, California, being in Sections 12, 13, 14, 23, 24, 25, 26, 35 and 36, T. 1 N., R. 5 E., M. D. B. & M.; Sections 18, 19, 20, 30, 31 and 32, T. 1 N., R. 6 E., M. D. B. & M.; Sections 1 and 2, T. 1 S., R. 5 E., M. D. B. & M. and Section 6, T. 1 S., R. 6 E., M. D. B. & M., bounded as follows, to-wit:

Beginning at the common corner of Sections 19, 20, 29 and 30, T. 1 N., R. 6 E., M. D. B. & M., which said Section corner is the northeast corner of Lot 38 of the Wilhoit-Douglass Tract, as shown upon the map thereof filed in Book of Official Maps and Plats, Volume 5, at page 40, San Joaquin County Records; and running thence from said point of beginning, South along the east boundary of Lot 38 and Lot 39 of said Wilhoit-Douglass Tract, a distance of 2635 feet, more or less, to the southeast corner of said Lot 39; thence South along the east line of the southeast $\frac{1}{4}$ of Section 30, T. 1 N., R. 6 E., M. D. B. & M., a distance of 2640 feet, more or less, to the common corner of Sections 29, 30, 31 and 32, T. 1 N., R. 6 E., M. D. B. & M.; thence east along the north line of that certain 50 acre parcel of land conveyed to Henry Rodgers, et ux, by Deed recorded in Book of Official Records, Volume 581, at page 448, San Joaquin County Records, a distance of 716 feet, more or less, to the northeast corner of the 50 acre parcel so conveyed; thence South $0^{\circ} 12'$ East along the east line of the 50 acres so conveyed,

a distance of 308 feet, more or less, to the northwest corner of the north 5 acres of the North 30 acres of the South 60 acres of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 32, T. 1 N., R. 6 E., M. D. B. & M., as conveyed to Henry Rodgers, et ux, by Deed recorded in Book of Official Records, Volume 581, at page 448; thence East along the north line of the 5 acre parcel so conveyed, 1334 feet, more or less, to the northeast corner thereof; thence south along the east line of the 5 acre parcel so conveyed, 163 feet, more or less, to the southeast corner thereof; thence west along the south line of the 5 acre parcel so conveyed, 1334 feet, more or less, to the southwest corner thereof; thence South $0^{\circ} 12'$ East along the east line of the aforesaid 50 acres as conveyed to Henry Rodgers et ux, and along the east line of that certain 184.35 acre parcel of land conveyed to Henry L. Rodgers et ux by Deed recorded in Book of Official Records, Volume 344, at page 74, San Joaquin County Records, a distance of 1863 feet, more or less, to a corner of the 184.35 acre parcel so conveyed; thence continuing along the boundary line of the said 184.35 acre parcel of land, East 1335 feet to the center of Roberts Road; thence Southerly along the center line of said Roberts Road, 1633 feet to the line between the North $\frac{1}{2}$ and the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 32, T. 1 N., R. 6 E., M. D. B. & M., thence West along the southline of the Fairchild School property as described in Book "A" of Deeds, Volume 138, at page 369, and along the south line of the said 184.35 acre parcel of land as conveyed to Henry L. Rodgers, et ux, a distance of 2538 feet, more or less, to the northeast corner of Lot 35 of the Wilhoit-Douglass Tract aforesaid; thence along the east line

of said Lot 35, South 2° 54' East 3509 feet to the southeast corner thereof, in the center of Howard Road; thence along the center of Howard Road, being the south line of Lots 21 and 35 of the aforesaid Wilhoit-Douglass Tract North 89° 52' West, 5067 feet; thence continuing along the center of Howard Road, being the northerly line of Lot 10 of the aforesaid Wilhoit-Douglass Tract, South 86° 04' West, 1886 feet; thence South 3° 15' East, 32.5 feet; thence South 43° 04' West, 49.8 feet; thence South 63° 22' West, 80.0 feet; thence South 78° 08' West, 684.5 feet; thence South 71° 11' West, 58.0 feet; thence South 58° 26' West, 73.0 feet; thence South 49° 45' West, 140.5 feet; thence South 39° 05' West, 51.0 feet; thence South 4° 59' West, 62.0 feet; thence South 33° 57' West, 123.5 feet, more or less, to the right bank of Old River; thence meandering the right bank of Old River downstream in a general northwesterly direction, 4850 feet, more or less, to its intersection with the north line of Section 2, T. 1 S., R. 5 E., M. D. B. & M., thence East along the north line of said Section 2, a distance of 640 feet, more or less, to the northeast corner of said Section 2; thence along North along the west line of Section 36, T. 1 N., R. 5 E., M. D. B. & M., a distance of 2640 feet, more or less, to the $\frac{1}{4}$ Section corner common to Section 35 and 36, T. 1 N., R. 5 E., M. D. B. & M.; thence South 89° 58' 20" West along the south line of the north $\frac{1}{2}$ of Section 35, T. 1 N., R. 5 E., M. D. B. & M., a distance of 2310 feet to the southeast corner of that certain 207.59 acres conveyed to I. N. Robinson, Jr. and Isabelle Smith Robinson, his wife, as community Property, by Grant Deed recorded in Volume 1589, at page 189, San Joaquin County Records;

thence North along the east line of the 207.59 acre parcel of land so conveyed, 1675 feet to the northeast corner thereof; thence South 89° 58' 20" West along the north line of the parcel of land so conveyed, a distance of 1472.6 feet; thence North 396.4 feet to the center line of a drainage canal; thence along the centerline of said drainage canal the following 6 courses and distances: North 15° 15' East, 125 feet; North 19° 05' East, 339 feet; North 3° 45' East, 330 feet; North 1° 40' West, 100 feet; North 9° 00' West, 100 feet; and North 25° 08' West 70 feet, more or less, to a point designated No. 214A on the boundary line between Parcel No. 2 and Parcel No. 3 of the Survey of land of Alice M. Woods Estate, as shown upon the map of said Survey filed in Book of Surveys, Volume 3, at page 46, San Joaquin County Records; thence along the centerline of a drainage canal on the boundary common to said Parcels No. 2 and No. 3 of said Survey, the following 20 courses and distances: North 20° 25' West, 141 feet; North 19° 06' West, 29 feet; North 7° 28' East, 51 feet; North 3° 33' West, 150 feet; North 0° 35' West, 99 feet; North 6° 08' East, 259 feet; North 7° 40' East, 171 feet; North 0° 12' East, 51 feet; North 4° 25' West, 99 feet; North 1° 36' West, 42 feet; North 10° 00' East, 96 feet; North 15° 37' East, 62 feet; North 8° 20' East, 276 feet; North 9° 58' West, 106 feet; North 24° 23' West, 88 feet; North 37° 09' West, 76 feet; North 55° 20' West, 328 feet; North 59° 20' West, 212 feet; North 46° 22' West, 107 feet; and North 33° 33' West, 67.8 feet to a point designated No. 198X on the boundary line between Parcel No. 2 and Parcel No. 3 of the previously mentioned Survey of Alice M. Woods Estate; thence continuing along the center line of said drainage canal, the following

10 courses and distances: North 33° 33' West, 33 feet; North 12° 55' East, 119 feet; North 6° 55' East, 171 feet; North 0° 10' East, 116 feet; North 2° 30' West, 173 feet; North 10° 25' West, 305 feet; North 0° 30' West, 588 feet; North 5° 20' East, 284 feet; North 8° 48' East, 937 feet; and North 88° 54' West, 868 feet to the intersection of the center line of said drainage canal with the center line of a lateral drainage ditch; thence along the center line of said lateral drainage ditch, the following 12 courses and distances: North 2° 00' East, 134 feet; North 9° 10' West, 38 feet; North 36° 40' West, 48 feet; North 57° 45' West, 56 feet; North 33° 15' West, 28 feet; North 15° 00' East, 57 feet; North 29° 00' East, 106 feet; North 18° 40' East, 215 feet; North 55° 20' East, 64 feet; North 22° 10' East, 50 feet; North 8° 45' East, 204 feet; and North 4° 10' East 390 feet; thence North 44° 53' 30" East, 1139.3 feet, more or less, to a point designated #410 on the boundary line between Parcel No. 1 and Parcel No. 2 of the previously mentioned Survey of Alice M. Woods Estate; thence along the boundary line between said Parcel No. 1 and the said Parcel No. 2, North 63° 31' 30" West, 1050 feet to a point designated No. 130A at a corner common to Parcel No. 1 and Parcel No. 2 of the previously mentioned Survey of Alice M. Woods Estate, said point No. 130A being also on the $\frac{1}{4}$ Section line between the north $\frac{1}{2}$ and the south $\frac{1}{2}$ of Section 23, T. 1 N., R. 5 E., M. D. B. & M.; thence running along the center line of the High Ridge Levee, being the northwesterly boundary line of Parcel No. 1 of the previously mentioned Survey of Alice M. Woods Estate, the following 19 courses and distances: North 31° 42' East, 204.6 feet; North 29° 03' East, 180 feet; North 27° 11' East, 180 feet; North 31° 53' East, 140 feet; North 35° 35' East,

160 feet; North 37° 49' East, 140 feet; North 40° 34' East, 470 feet; North 44° 18' East, 150 feet; North 48° 21' East, 150 feet; North 52° 01' East, 390 feet; North 41° 26' East, 60 feet; North 32° 53' East, 110 feet; North 24° 43' East, 100 feet; North 20° 05' East, 140 feet; North 17° 52' East, 120 feet; North 14° 31' East, 100 feet; North 4° 44' East, 90 feet; North 0° 33' West, 230 feet; and North 13° 59' West, 91.5 feet to a point on the north line of Section 23, T. 1 N., R. 5 E., M. D. B. & M., which said point is designated No. 149 on the previously mentioned Survey of Alice M. Woods Estate; thence continuing along the center line of the High Ridge Levee, being the northwesterly boundary line of said Parcel No. 1 of the Survey of Alice M. Woods Estate, the following 25 courses and distances: North 24° 05' West, 260 feet; North 10° 02' West, 190 feet; North 3° 47' East, 100 feet; North 8° 45' East, 250 feet; North 18° 27' East, 80 feet; North 44° 57' East, 60 feet; North 59° 03' East, 190 feet; North 55° 13' East, 60 feet; North 38° 27' East, 70 feet; North 30° 22' East, 220 feet; North 26° 34' East, 130 feet; North 44° 59' East, 70 feet; North 58° 02' East, 80 feet; North 65° 03' East, 100 feet; North 72° 01' East, 70 feet; North 80° 49' East, 190 feet; North 72° 27' East, 150 feet; North 62° 47' East, 50 feet; North 51° 49' East, 70 feet; North 47° 25' East, 300 feet; North 45° 02' East, 350 feet; North 47° 06' East, 100 feet; North 48° 58' East, 300 feet; North 44° 41' East, 175 feet; and North 74° 40' East, 63.6 feet; thence leaving said High Ridge Levee and continuing along the boundary line of the aforesaid Parcel No. 1 of the Survey of Alice M. Woods Estate, North 9.0 feet to the south line of the right-of-way of the Atchison, Topeka and Santa Fe Railroad Co., hereinafter referred to as the Santa Fe Railroad Co.; thence North 89° 57' 30" East along the

south line of the right-of-way of the Santa Fe Railroad Co., being the north line of the aforesaid Parcel No. 1 of the Survey of Alice M. Woods Estate, a distance of 2285.2 feet to the northeast corner of said Parcel No. 1; thence continuing along the south line of the right-of-way of the Santa Fe Railroad Co., said right-of-way line being also the north line of that certain 400 acre parcel of land conveyed to Marie Grunskey by Deed recorded in Book of Official Records, Volume 172, at page 395, San Joaquin County Records, South $89^{\circ} 59' 30''$ East, 1008.1 feet; thence continuing along the boundary line of the 400 acre parcel so conveyed, South $0^{\circ} 00' 30''$ West, 25 feet; thence continuing along the boundary line of the 400 acre parcel of land so conveyed, South $89^{\circ} 59' 30''$ East, 1221.7 feet, more or less, to the southwesterly extension of the northwesterly boundary line of that certain 50 foot strip of land conveyed by E. W. S. Woods et al to Woods Irrigation Company by Deed dated January 10, 1910, and recorded in Book "A" of Deeds, Volume 169, page 543, San Joaquin County Records; thence North $25^{\circ} 40' 30''$ East along the said extension of the said northwesterly boundary line of the 50 foot strip so conveyed, a distance of 277.4 feet, more or less, to the north line of the right-of-way of the Santa Fe Railroad Co.; thence North $25^{\circ} 40' 30''$ East along the northwesterly line of the 50 foot strip so conveyed, a distance of 2936.6 feet; thence North $51^{\circ} 48' 00''$ West, 35.8 feet; thence North $25^{\circ} 40' 30''$ East 244 feet, more or less, to the southerly or left bank of Burns Cut-Off; thence easterly upstream along the left bank of said Burns Cut-Off, a distance of 750 feet, more or less, to the east line of Section 13, T. 1 N., R. 5 E., M. D. B. & M.; thence South $0^{\circ} 09'$ East along said Section line, 218.7 feet,

more or less, to a steel rod on the northerly boundary line of that certain 106.26 acre parcel of land conveyed to Phil O'Connell, as Trustee, by Deed recorded in Book of Official Records, Volume 768, at Page 48, San Joaquin County Records; from which said steel rod the center line of the main line track of the Santa Fe Railroad Co. bears South 0° 09' East 2383.37 feet; thence running along the northerly boundary line of the 106.26 acre parcel so conveyed, the following five courses and distances: North 28° 58' West, 108 feet; North 40° 33' West 335.0 feet; North 74° 39' West, 223.8 feet; South 33° 32' West, 134.5 feet; and North 51° 48' West, 98.63 feet; thence along the southeasterly line of the herein before mentioned 50 foot strip of land conveyed to Woods Irrigation Co., by Deed recorded in Book "A" of Deeds, Volume 169, Page 543, South 25° 40' 30" West 2901.45 feet, more or less, to the north line of the right-of-way of the Santa Fe Railroad Co.; thence South 25° 40' 30" West along the southwesterly extension of said southeasterly line of the 50 foot strip of land, a distance of 277.4 feet, more or less, to the south line of the right-of-way of the Santa Fe Railroad Co., being also the north line of the herein before mentioned 400 acre parcel of land conveyed to Marie Grunsky by Deed recorded in Book of Official Records, Volume 172, at Page 395; thence South 89° 59' 30" East along the north line of the 400 acre parcel of land so conveyed a distance of 2022.9 feet, more or less, to the east line of Section 13, T. 1 N., R. 5 E., M. D. B. & M.; thence along the east line of said Section 13, South 0° 14' East 35 feet to a point 60 feet west of an iron pipe in the east line of a 45 foot County Road; thence continuing along the north line of the 400 acre parcel

so conveyed, South 89° 59' 30" East 2656.0 feet to an iron pipe 160 feet south of the northeast corner of the southwest $\frac{1}{4}$ of Section 18, T. 1 N., R. 6 E., M. D. B. & M.; thence South 0° 08' West along the east line of the southwest $\frac{1}{4}$ of said Section 18, 2478.3 feet to an iron pipe at the southeast corner of the southwest $\frac{1}{4}$ of said Section 18; thence East along the section line common to Sections 18 and 19, T. 1 N., R. 6 E., M. D. B. & M.; 1320 feet, more or less, to the northeast corner of Lot 23 of the hereinbefore mentioned Wilhoit-Douglass Tract; thence South 0° 01' East along the east line of said Lot 23, 2640 feet to the southeast corner of said Lot 23; thence East along the north line of Lot 36 of said Wilhoit-Douglass Tract, 3301 feet, more or less to the northeast corner of said Lot 36; thence South along the east line of Lots 36 and 37 of said Wilhoit-Douglass Tract, 2641.5 feet, more or less, to the southeast corner of said Lot 37; thence West along the south line of said Lot 37, 1985 feet, more or less, to the point of beginning.

EXCEPT the following described parcel of land.

A portion of Section 13, T. 1 N., R. 5 E., M. D. B. & M., and more particularly described as follows:

Commencing at the intersection of the south line of the right-of-way of the Atchison, Topeka and Santa Fe Railroad with the east line of said Section 13, and running thence North 89° 59' 30" West along the south line of said railroad right-of-way, 2022.9 feet, more or less, to a point on the southwesterly production of the southeasterly line of that certain 50 foot strip of land containing the main drainage canal of the Woods Irrigation Company, as said 50 foot strip of land is described in Deed recorded

in Book "A" of Deeds, Volume 169, at Page 543, San Joaquin County Records, said point being the point of beginning of the herein described parcel of land; thence from said point of beginning, North 89° 59' 30" West along said right-of-way line of the Santa Fe Railroad, 55.4 feet; thence North 25° 40' 30" East, 277.4 feet to the north line of the right-of-way of said Railroad; thence South 89° 59' 30" East along the north line of the right-of-way of said Railroad, 55.4 feet to the southeasterly corner of the aforesaid 50 foot strip of land containing the said main drainage canal; thence South 25° 40' 30" West along the southeasterly line of said 50 foot strip, produced, a distance of 277.4 feet, more or less, to the point of beginning, and containing 0.32 of an acre.

answer as above required, the said plaintiff will take judgment for any money or damages demanded in the complaint, as arising upon contract or will apply to the Court for any other relief demanded in the complaint.

Given under my hand and Seal of
the Superior Court of the State
of California; in and for the
County of San Joaquin this _____
day of MAR 29 1957, 1957.

R. E. GRAHAM, Clerk.

By: ALICE BLATCHLEY
Deputy Clerk.

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JONES, LANE, WEAVER & DALEY
Attorneys at Law
351 Wilhoit Building
Stockton 2, California
Telephones: HOWARD 6-9578

Attorneys for Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN JOAQUIN

WOODS IRRIGATION CO., a)
corporation,)

Plaintiff,)

NO. 64456 DEPT. NO. 3

vs.)

J U D G M E N T

MARY K. ALLEN, individually)
and as Executrix of the Estate)
of LORIN C. ALLEN, deceased, et)
al,)

Defendants.)

In this action all of the defendants having been regularly served with process and all of the defendants except those hereafter expressly named as appearing, having failed to appear, and the default of such defendants having been entered, and the defendants Laura Ramalho, Frederick Ramalho, Hazel Colnon Woods, Emma C. Neumiller, Lenore Neumiller Graven, Irving Neumiller, Manuel Borba, as John Doe 6, Mary Peterson, as John Doe 7, Rose Gomes, as John Doe 8, Anna Novo, as John Doe 9, Joe Borba, as John Doe 10, Tony Borba, as John Doe 11, Frances Nervo, as John Doe 12, Joe Feliso as John Doe 13, Mary Feliso, as John Doe 14, Lena Feliso, as John Doe 15, and Joe Feliso, as John Doe 1, as Guardian ad litem of John Feliso, as minor, as John Doe 16, having appeared by answer and admitted the allegations of the complaint on file herein and waived notice of time and place of trial;

1 Evidence having been introduced in open session of this
2 Court in support of plaintiff's complaint and allegations, and good
3 cause appearing therefor:

4 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

5 (1) That the capital stock of the plaintiff, Woods
6 Irrigation Company, is appurtenant to the lands described and
7 shown in plaintiffs' Exhibit "A", attached to the complaint herein
8 which exhibit is attached hereto and incorporated herein by
9 reference, upon the basis of one share per acre or fraction thereof

10 (2) That the title of the present landowners of the
11 real property within said boundaries be quieted against all adverse
12 parties, and specifically any claims of the heir and legatees
13 defendants herein.

14 (3) That all outstanding stock in the plaintiff
15 corporation be, and is hereby, canceled, and the hereinafter
16 named persons are declared to be the owners of the capital stock
17 in the plaintiff corporation in the number of shares indicated
18 and such stock shall be appurtenant to the parcel of land speci-
19 fied herein.

20	<u>LANDOWNER</u>	<u>NUMBER OF SHARES</u>	<u>DESCRIPTION OF LAND TO WHICH SHARES ARE APPURTENANT (Lot description as in "Exhibit A")</u>
23	Mary K. Allen 24 as Executrix of the Estate of Erin G. Allen, 25 deceased.	225	E 1/4 of Lot 3 (exc. W. 20 ft. for roadway) and Lots 5 & 6
26	E. W. Avila and Bernice M. Avila	33	Portion of Lot 9
27	Maria S. Borba	23	Lot 16
28	Maria S. Borba, life estate 29 with remainder in fee to Manuel Borba, Mary Petersen, 30 Rose Gomes, Anna Novo, Joe Borba, Tony Borba, Frances 31 Nervo, Joe Feliso, Mary Feliso, Lana Feliso and John 32 Feliso	23	Lot 16

1	Giovanni Cerri and Pia Cerri	38	N. 37.96 acres of Lot 23
2	Frank L. Costa and Helen B. Costa	35	S. 34.82 acres of Lot 15
3			
4	Barolomeo Del Carlo and Italia Del Carlo	203	Portion S. 1/4 of Sec. 26 T1N R5E; Portion S.E. 1/4 of Sec. 26, T1N R5E
5			
6	Michela Del Soldato and Gisella Del Soldato	65	Lot 2 and S. 8.09 acres of Lot 1
7	Marie Peters	40	Lot 31
8	Joe Fagundes and Lucy Fagundes	1	Portion Lot 27
9			
10	Antonio Ferreiro & Marina Ferreiro	19	N. 19.25 acres of Lot 27 and S. 0.75 acres of Lot 26, exc. ptn. of said N. 19.25 acres
11			
12	Audine Abbott Gilbert and Arthur Hill Gilbert	160	S.W. 1/4 of Sec. 25 T1N R5E
13			
14	Carroll G. Grunsky	37	Portion Sec. 13 and 14, T1N R5E
15	Marie Grunsky	400	Portion Sec. 13, T1N R5E and Portion Sec. 18, T1N R5E
16			
17	Josephine V. Jones	222	Lot 14
18	John Jurgenson & Christine M. Jurgenson	160	Lots 28, 29 and S.E. 1/4 of Sec. 30, T1N R5E
19			
20	Sol D. Klein & Jack Klein	462	Lots 4, 7, 8 and all of Lot 20 exc. 18.57 acres thereof.
21			
22	Manuel Martin, Jr.	30	S. 30 acres of N. 36.78 acres of Lot 19
23	Eugenia Mattos	84	W. 1/4 of Lot 3
24	August Mazzanti & Lillian Mazzanti, undivided 1/2 and Settino Mazzanti & Arduina Mazzanti, undivided 1/2	150	Lots 11, 12 and 13 exc. ptn. in roads and canals
25			
26			
27	Amico Mello and Marian F. Mello	30	N. 30 acres of Lot 18
28			
29	Alessio Menconi & Eni Menconi	99	S. 100 acres of Lot 23, less right of ways
30	Alice Armand Woods, also known as Alice Woods McKee	160	N.W. 1/4 of Sec. 25, T1N R5E
31			
32	Reginald Merritt	20	S. 20 acres of N. 80 acres of Lot 15

1	Peter G. Ohm & Vada R. Ohm	241	Portion of Lot 35
2	George R. Patterson	369	Portion Sec. 23, T1N R5E
3	Construction Company, a corporation		
4	John C. Pereira	100	N. 40 acres of Lot 15, S. 20 acres of N. 60 acres of Lot 15, 40 acres constituting a portion of Lot 26, less rights of way
5			
6			
7	Marie Perry, also known as Maria Ferreira, life estate with remainder in fee to Frank R. Perry, Joseph R. Perry, Adelaide L. Arriaga, Mary Ribeiro Bettencourt, share and share alike	180	Lots 37, 38 and 39
8			
9			
10			
11	Marie S. Ramalho, also known as Mary Ramalho, life estate with remainder in fee to Angelina Hollar, Laura Ramalho, Anthony Ramalho, Mary Ramalho, Frank Ramalho, George Ramalho, Frederick Ramalho, share and share alike	96	Lot 24, N. 37.75 acres of Lot 25
12			
13			
14			
15			
16	Harvey R. Ratto & Laura Judith Ratto	1	Portion of Lot 21
17			
18	W. P. Ramonda	94	Lot 21 (ex. portion thereof)
19	Roberts Union Farm Center, Incorporated, a corporation	3	Portion of Lot 9
20			
21	Henry L. Rodgers and Hazel L. Rodgers	183	Portion of Sections 31 and 32, T1N R5E
22	Lester Rodgers & Norma Rodgers	55	N. 40 feet of Lot 32 and portions of Sec. 31 and 32, T1N R6E
23			
24	Manuel J. Rodgers, also known as Manuel Rodgers, and J. J. Rodgers	97	S. 40.27 acres of Lot 19, E. 18.57 acres of Lot 20 and all of Lot 33, exc. E. 40 feet of W. 60 Feet of Lot 33
25			
26			
27	Mary Silva, also known as Mary F. Silva	40	Portion Lots 25 and 26
28			
29	Maria C. Silveira	100	S. 33.22 acres of Lot 18 and N. 6.78 acres of Lot 19 and 34
30			
31	Hazel Colnon Woods, life estate with remainder in fee to Carrol G. Grunsky	306	Portion Sections 13, 14 and 23 of T1N R5E
32			

1	Frank X. Souza and Lucy Souza	102	100 acres in Lot 36 and 1.095 acres of Lot 9
2	Milton W. Thorpe and Jennie A. Thorpe	340	Portion Section 24, T1N R5E
3			
4	Mervel L. Tremain, undivided 1/2 interest, and Frances J. Walchus, undivided 1/2 interest	45	Lots 10 and 17
5			
6	Fairchild School District, a public corporation	2	Portion of S.W. ¼ of Sec. 32, T1N R5E
7			
8	Joao Goello Pereira and Alice Azevedo Pereira	40	Lot 30
9	Joe M. Victoria & Emily C. Victoria	39	Lot 32, exc. N. 40 feet, also exc. E. 40 feet of W. 60 feet
10			
11	Margaret S. Walsh	84	N. 85 acres of Lot 1, exc. rights of way
12			
13	Edna B. Wilson	40	S. 40 acres of Lot 27
14	Celia Mary Woods DeYoung, also known as Celia Mary Woods	341	Portions of Section 26, 23 T1N R5E, and portions of Section 1, T1S R5E
15			
16	Elizabeth W. Woods	553	Portions of Sections 35 and 36, T1N R5E
17	Ella M. Woods	160	N.E. ¼ of Sec. 26, T1N R5E
18		<u>6330</u>	

All lot numbers above refer to those designated on that certain
map recorded with the "East Side Contract to Furnish Water in
Book "C" of Miscellaneous, Vol. 27, page 28, San Joaquin County
Records.

Dated: This 17th day of September, 1957.

M. G. WOODWARD
Judge of the Superior Court

ARTICLES OF INCORPORATION

-of the-

WOODS IRRIGATION CO.

2009 MAR -5 PM 1:08
COUNTY CLERK
SANTA BARBARA COUNTY

6°

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, a majority of whom are citizens and residents of the State of California, have this day voluntarily associated ourselves together for the purpose of forming a CORPORATION under the laws of the State of California;

AND WE HEREBY CERTIFY;

First, - That the name of said Corporation shall be the "WOODS IRRIGATION CO."

Second, - That the purposes for which it is formed are as follows, to wit:

1. To purchase, own, improve, sell, lease and deal in real property of every description, and to buy, sell, own, hold and deal in personal property of all kinds;

2. To purchase, own, sell and deal in shares of stock, bonds and obligations of public and private corporations;

3. To acquire water and water rights and lands and rights of way for the purpose of constructing, operating and maintaining ditches for the irrigation of the lands of the stockholders of said Corporation, and for the purpose of engaging in, maintaining and carrying on the business of supplying water to others than the stockholders of this Corporation for all the purposes of irrigation, and for the purpose of acquiring lands and rights-of-way for the construction, operation and maintenance of ditches for the drainage of lands owned by the stockholders of this

Corporation; and, generally, to engage in, maintain and carry on the business of irrigation and supplying water for irrigation of lands owned by the stockholders of this Corporation and others, and for the purpose of carrying on and maintaining the business of drainage of lands owned by the stockholders of this Corporation and others;

4. To buy, sell and deal in merchandise of all kinds, and to borrow and lend money, and to charter, construct, own, lease and operate steam and other craft and vessels;

5. And to do and perform all other acts and things necessary or incidental to the business and purposes hereinbefore set forth.

Third, - That the place where the principal business of said Corporation is to be transacted is STOCKTON, San Joaquin County, California.

Fourth, - That the term for which said Corporation is to exist is fifty years from and after the date of its incorporation.

Fifth, - That the number of Directors or Trustees of said Corporation shall be four (4), and that the names and residences of the Directors or Trustees who are appointed for the first year, and to serve until the election and qualification of such officers, are as follows, to wit:

<u>NAMES</u>	<u>WHOSE RESIDENCE IS AT</u>
E.W.S. WOODS	Stockton, Cal.
ALICE M. WOODS	Stockton, Cal.
JESSIE LEE WILHOIT	Stockton, Cal.
MARY L. DOUGLASS	Stockton, Cal.

Sixth, - That the amount of the Capital Stock of said Corporation is TEN THOUSAND (10,000) DOLLARS, and the number of shares into which it is divided is ten thousand (10,000) of the par value of one (1) dollar each.

Seventh, - That the amount of said Capital Stock which has been actually subscribed is Ten Thousand (10,000) Dollars, and the following are

the names of the persons by whom the same has been subscribed, to wit:

<u>NAMES OF SUBSCRIBERS</u>	<u>NO. OF SHARES</u>	<u>AMOUNT</u>
E.W.S. WOODS	2500	\$2500.00
ALICE M. WOODS	2500	2500.00
JESSIE LEE WILHOIT	2500	2500.00
MARY L. DOUGLASS	2500	2500.00

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 14th day of DECEMBER, A.D.1909.

Signed, Sealed and Delivered
in the Presence of

M. H. Orr

E. W. S. Woods (Seal)
Alice M. Woods (Seal)
Jessie Lee Wilhoit (Seal)
Mary L. Douglass (Seal)

-----+-----

State of California,)
(ss.
County of San Joaquin.)

On this 14th day of December, in the year of our Lord one thousand nine hundred and nine, before me, M. H. Orr, a Notary Public in and for the County of San Joaquin, State of California, residing therein, duly commissioned and sworn, personally appeared E.W.S. Woods, Alice M. Woods, Jessie Lee Wilhoit and Mary L. Douglass, known to me to be the persons whose names are subscribed to and who executed the within instrument, and they severally, duly 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, State of California, the day and year in this certificate first above written.

Seal

M. H. Orr
Notary Public in and for the County of
San Joaquin, State of California.

Enclosed: Filed Dec 15 1909
Eugene D Graham, Clerk
By J. H. Sherman, Deputy
Clerk

the names of the persons by whom the same has been subscribed, to wit:

<u>NAMES OF SUBSCRIBERS</u>	<u>NO. OF SHARES</u>	<u>AMOUNT</u>
E.W.S. WOODS	2500	\$2500.00
ALICE M. WOODS	2500	2500.00
JESSIE LEE WILHOIT	2500	2500.00
MARY L. DOUGLASS	2500	2500.00

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this

14th day of DECEMBER, A.D. 1909.

Signed, Sealed and Delivered
in the Presence of

M. H. Orr

E. W. S. Woods (Seal)

Alice M. Woods (Seal)

Jessie Lee Wilhoit (Seal)

Mary L. Douglass (Seal)

STATE OF CALIFORNIA,
County of San Joaquin, } ss.

I, EUGENE D. GRAHAM, County Clerk of the County of San Joaquin, State of California, and ex-officio Clerk of the Superior Court, do hereby certify the foregoing to be a full, true and correct copy of the original

Articles of Incorporation of Woods Irrigation Company

on file in my office, and that I have carefully compared the same with the original

In witness whereof I have hereunto set my hand and affixed the seal of the Superior Court,

this 15th day of December, 1909.

Eugene D. Graham, County Clerk.

By J. H. Sherman, Deputy Clerk

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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 Joaquin, State of California, the day and year in this certificate first above written.

Seal

M. H. Orr
Notary Public in and for the County of
San Joaquin, State of California.

Entered Filed Dec 15 1909
By J. H. Sherman, Deputy Clerk

Rec En
(Certified Copy)

ARTICLES OF INCORPORATION

-of-

WOODS IRRIGATION CO.

Dated, December ^{14th} 1909.

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FILED in the Office of the
SECRETARY OF STATE

The 14th day of
Dec. A. D. 1909

C. F. Lewis
SECRETARY OF STATE

By [Signature]
Record Book 231 Page 183

Woods Co
Stockton

FILED
in the office of the Secretary of State
OF THE STATE OF CALIFORNIA

CERTIFICATE OF WOODS IRRIGATION CO.,
A CORPORATION, OF PERSON UPON WHOM PAUL PEEK, Secretary of State
PROCESS MAY BE SERVED.

SEP 1 1942

[Signature]
Secretary of State

The undersigned, Lottie Hahn, hereby certifies that she is the duly appointed, qualified and acting Secretary of WOODS IRRIGATION CO., a corporation, having its principal place of business, at 351 Wilhoit Building, 311 East Main Street, in the City of Stockton, County of San Joaquin, State of California; that Lottie Hahn, has been designated by said Corporation as its agent for the service of process, that said Agent resides at 631 East Fremont Street, City of Stockton, State of California, and her business address is 351 Wilhoit Building, in said City; that the name, business and residence addresses of all of the officers of said Corporation are as follows:

Office	Name	Residence Address	Business Address
President	Lloyd Woods, Jr.	1127 N. Baker St. STOCKTON, CALIFORNIA.	351 WILHOIT BUILDING STOCKTON, CALIFORNIA.
Secretary	Lottie Hahn	631 E. Fremont St. STOCKTON, CALIFORNIA	351 Wilhoit Bldg.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of Woods Irrigation Co., a corporation, this 14th day of August, 1942.

Lottie Hahn
Secretary of

WOODS IRRIGATION CO.,
A Corporation,

Term of existence made perpetual

115700

59415

CERTIFICATE OF AMENDMENT

OF

ARTICLES OF INCORPORATION

OF

WOODS IRRIGATION CO.

FILED

In the office of the Secretary of State
of the State of California

MAR 12 1959

MARK H. KODAK, Secretary of State

Mark H. Kodak
Deputy

The undersigned, CARROLL G. GRUNSKY, JR., and LOTTIE MAHN, do hereby certify that they are, respectively, and have been at all times herein mentioned, the duly elected, qualified, and acting President and Secretary of WOODS IRRIGATION CO., a California Corporation, and, further that

1. At a regular meeting of the Board of Directors of said Corporation held at its principal office for the transaction of business at Stockton, California, at 10:05 A.M., on Monday, the 5th day of January, 1959, at which meeting there was at all times present and acting three (3) members of the Board of Directors, the following resolution was duly adopted by the unanimous vote of all three (3) Directors:

"RESOLUTION

WHEREAS, the Articles of Incorporation of WOODS IRRIGATION CO., in Paragraph Fourth thereof provides a term of existence of fifty (50) years, and

WHEREAS, said Corporation commenced its existence on the 17th day of December, 1909, and by reason thereof said term of existence fixed by said Article will expire during the year 1959, and

WHEREAS, said Corporation has from the year 1910 continuously operated and is now operating an irrigation and drainage system serving the lands owned by the stockholders of said Corporation and will so continue to operate and maintain said irrigation and drainage system during the entire foreseeable future.

NOW, THEREFORE, BE IT RESOLVED that Paragraph Fourth of the Articles of Incorporation of this Corporation be amended to read as follows:

"FOURTH: The term of existence of this Corporation shall not be limited in time and said Corporation shall exist in perpetuity".

AND, BE IT FURTHER RESOLVED, that the President and Secretary of this Corporation be, and they hereby are, authorized to sign and verify a certificate in the form and manner required by Section 3702 of the Corporations Code of the State of California."

2. At the regular annual meeting of the shareholders of WOODS IRRIGATION CO., held at the principal office for the transaction of business at Stockton, California, at 8:10 P.M. on Monday, the 12th day of January, 1959, of the 6350 shares of the Company, 1248 were represented in person and 3703 by proxy, more than a quorum being present, at which meeting the following resolutions were adopted by unanimous vote:

"RESOLUTION

WHEREAS, the Articles of Incorporation of WOODS IRRIGATION CO., in Paragraph Fourth thereof provides a term of existence of fifty (50) years, and

WHEREAS, said Corporation commenced its existence on the 17th day of December, 1909, and by reason thereof said term of existence fixed by said Article will expire during the year 1959, and

WHEREAS, said Corporation has from the year 1910 continuously operated and is now operating an irrigation and drainage system serving the lands owned by the stockholders of said Corporation and will so continue to operate and maintain said irrigation and drainage system during the entire foreseeable future.

NOW, THEREFORE, BE IT RESOLVED that Paragraph Fourth of the Articles of Incorporation of this Corporation be amended to read as follows:

"FOURTH: The term of existence of this Corporation shall not be limited in time and said Corporation shall exist in perpetuity."

AND, BE IT FURTHER RESOLVED that the President and Secretary of this Corporation be, and they hereby are authorized to sign and verify a Certificate in the form and manner required by Section 3702 of the Corporations Code of the State of California."

"RESOLUTION

WHEREAS, the Articles of Incorporation of WOODS IRRIGATION CO., in Paragraph Fifth thereof provides for a Board of Directors consisting of Four (4) members, and

WHEREAS, a Board of Directors consisting of four (4) men can result in a complete paralysis in the determination of policies and in performing any of the duties of the Board of Directors, and

WHEREAS, the Board of Directors believe it would be for the best interest of the said Corporation to amend the said Articles of Incorporation of said Corporation to provide for a five (5) man Board of Directors.

NOW, THEREFORE, BE IT RESOLVED, that the Articles of Incorporation of this Corporation be amended insofar as Paragraph Fifth is concerned to read as follows:

"FIFTH: (a) That at the time of incorporation the number of directors of this Corporation was four (4) and the names and addresses of the persons who were appointed to act as first directors were as follow:

E. W. S. WOODS	Stockton, California
ALICE M. WOODS	Stockton, California
JESSIE LEE WILHOIT	Stockton, California
MARY L. DOUGLASS	Stockton, California

(b) That the number of Directors of this Corporation shall be five (5)."

3. at a regular meeting of the Board of Directors of said Corporation held at its principal office for the transaction of business at Stockton, California, at 10:10 A.M., on Monday, the 2nd day of March, 1959, at which meeting there was at all times present and acting all of the members of the Board of Directors, the following resolution was duly adopted by the unanimous vote of all of the Directors:

"RESOLUTION

WHEREAS, the Articles of Incorporation of WOODS IRRIGATION CO., in Paragraph Fifth thereof provided for a Board of Directors consisting of four (4) members, and

WHEREAS, a Board of Directors consisting of four (4) men can result in a complete paralysis in the determination of policies and in performing any of the duties of the Board of Directors, and

WHEREAS, the Board of Directors believe it would be for the best interest of the said Corporation to amend the said Articles of Incorporation of said Corporation to provide for a five (5) man Board of Directors,

NOW, THEREFORE, BE IT RESOLVED, that the Articles of Incorporation of this Corporation be amended insofar as Paragraph Fifth is concerned to read as follows:

"FIFTH: (a) That at the time of incorporation the number of Directors of this Corporation was four (4) and the names and addresses of the persons who were appointed to act as first directors were as follows:

E. W. S. WOODS	Stockton, California
ALICE M. WOODS	Stockton, California
JESSIE LEE WILHOIT	Stockton, California
MARY L. DOUGLASS	Stockton, California

(b) That the number of Directors of this Corporation shall be Five (5).

IN WITNESS WHEREOF, the undersigned have executed this
Certificate of Amendment this 6th day of March, 1959.

WOODS IRRIGATION CO.,

By: Carroll G. Grunsky, Jr.
President

By: Lottie Hahn
Secretary

STATE OF CALIFORNIA,)
COUNTY OF SAN JOAQUIN.) ss:

CARROLL G. GRUNSKY, JR., and LOTTIE HAHN, being first duly sworn, each for himself and herself, and not one for the other, deposes and says that CARROLL G. GRUNSKY, JR., is, and was at all times mentioned in the foregoing Certificate of Amendment the President of WOODS IRRIGATION CO., a California Corporation, therein mentioned, and LOTTIE HAHN, is, and was, at all times the Secretary of said Corporation, that each has read said certificate and the statements therein made are true of his and her own knowledge and the signature purported to be the signature of the said President and Secretary are the signatures of said President and Secretary.

Carroll G. Grunsky, Jr.
President

Lottie Hahn
Secretary

Subscribed and sworn to before me
this 6th day of March, 1959.

James T. Wilson
Notary Public in and for Said
County and State.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
 IN AND FOR THE COUNTY OF SAN JOAQUIN

WOODS IRRIGATION CO., a)
 corporation,)
)
 Plaintiff,)

vs.)

MARY K. ALLEN, individually and)
 as Executrix of the estate of)
 LORIN C. ALLEN, deceased; E. W. AVILA;)
 BERNICE M. AVILA; FRANK W. AVILA; MANUEL)
 S. BORBA; MARIA S. BORBA; GIOVANNI CERRI;)
 PIA CERRI; FRANK L. COSTA; HELEN D.)
 COSTA; BAROLOMEO DEL CARLO; ITALIA DEL)
 CARLO; MICHELE DEL SOLDATO; GISELLA DEL)
 SOLDATO; MARIE PETERS; JOE FAGUNDES;)
 LUCY FAGUNDES; ANTONIO FERREIRO; MARINA)
 FERREIRO; AUDINE ABBOTT GILBERT; ARTHUR)
 HILL GILBERT; CARROLL G. GRUNSKY; MARIE)
 GRUNSKY; JOSEPHINE V. JONES; JOHN)
 JURGENSON; CHRISTINE M. JURGENSON; SOL)
 D. KLEIN; JACK KLEIN; MANUEL MARTIN, JR.;)
 EUGENIA MATTOS; AUGUST MAZZANTI; LILLIAN)
 MAZZANTI; SETTIMO MAZZANTI; ARDUINA)
 MAZZANTI; AMEICO MELLO; MARIAN F. MELLO;)
 ALESSIO MENCONI; EMI MENCONI; ALICE)
 ARMAND WOODS, also known as ALICE WOODS)
 MCKEE; REGINALD MERRITT; PETER G. OHM;)
 VADA R. OHM; GEORGE R. PATTERSON)
 CONSTRUCTION COMPANY, a corporation;)
 JOHN C. PEREIRA; MARIA PERRY, also known)
 as MARIA PEREIRA; FRANK R. PERRY;)
 JOSEPH R. PERRY; ADELAIDE L. ARRIAGA;)
 MARY RIBEIRO BETTENCOURT; MARIA S.)
 RAMALHO, also known as MARY RAMALHO;)
 ANGELINA HOLLER; LAURA RAMALHO; ANTHONY)
 RAMALHO; MARY RAMALHO; FRANK RAMALHO;)
 GEORGE RAMALHO; FREDERICK RAMALHO; HARVEY)
 R. RATTO; LAURA JUDITH RATTO; W. P.)
 REMONDA; ROBERTS UNION FARM CENTER,)
 INCORPORATED, a corporation; HENRY L.)
 RODGERS; HAZEL L. RODGERS; LESTER RODGERS;)
 NORMA RODGERS; MANUEL J. RODGERS, also)
 known as MANUEL RODGERS; J. J. RODGERS;)
 MARY SILVA, also known as MARY F. SILVA;)
 ANTONIO SILVEIRA; MARY C. SILVEIRA;)
 HAZEL COLNON WOODS; CARROL G. GRUNSKY;)
 FRANK X. SOUZA; LUCY SOUZA; MILTON W.)
 THORPE; JENNIE A. THORPE; MERVEL L.)
 TREMAIN; FRANCES J. WELCHES; FAIRCHILD)
 SCHOOL DISTRICT, a public corporation;)

SUMMONS

NO. 64456 DEPT. NO. 3

Action brought in the Superior Court of the State of California, in and for the County of San Joaquin, and the Complaint filed in the office of the Clerk of said County of San Joaquin.

JONES, LANE, WEAVER & DALEY
 Attorneys for Plaintiff

JAOA COELLO PEREIRA; ALICE AZEVEDO)
PEREIRA; JOE M. VICTORIA; EMILY C.)
VICTORIA; MARGARET S. WALSH; EDNA B.)
WILSON; CELIA MARY WOODS DEYOUNG, also)
known as CELIA MARY WOODS; ELIZABETH W.)
WOODS; ELLA M. WOODS; EMMA C. NEUMILLER;)
IRVING NEUMILLER; LENORE NEUMILLER)
GRAVEM; JOHN NEWTON WILHOIT; JOHN DOES)
ONE TO FIFTY,)
Defendants.)

THE PEOPLE OF THE STATE OF CALIFORNIA SEND GREETINGS:

To MARY K. ALLEN, individually and as Executrix of the Estate of LORIN C. ALLEN, deceased; E. W. AVILA; BERNICE M. AVILA; FRANK W. AVILA; MANUEL S. BORBA; MARIA S. BORBA; GIOVANNI CERRI; PIA CERRI; FRANK L. COSTA; HELEN D. COSTA; BAROLOMEO DEL CARLO; ITALIA DEL CARLO; MICHELE DEL SOLDATO; GISELLA DEL SOLDATO; MARIE PETERS; JOE FAGUNDES; LUCY FAGUNDES; ANTONIO FERREIRO; MARINA FERREIRO; AUDINE ABBOTT GILBERT; ARTHUR HILL GILBERT; CARROLL G. GRUNSKY; MARIE GRUNSKY; JOSEPHINE V. JONES; JOHN JURGENSON; CHRISTINE M. JURGENSON; SOL D. KLEIN; JACK KLEIN; MANUEL MARTIN, JR.; EUGENIA MATTOS; AUGUST MAZZANTI; LILLIAN MAZZANTI; SETTIMO MAZZANTI; ARDUINA MAZZANTI; AMEICO MELLO; MARIAN F. MELLO; ALESSIO MENCONI; EMI MENCONI; ALICE ARMAND WOODS, also known as ALICE WOODS MCKEE; REGINALD MERRITT; PETER G. OHM; VADA R. OHM; GEORGE R. PATTERSON CONSTRUCTION COMPANY, a corporation; JOHN C. PEREIRA; MARIA PERRY, also known as MARIA PEREIRA; FRANK R. PERRY; JOSEPH R. PERRY; ADELAIDE L. ARRIAGA; MARY RIBEIRO BETTENCOURT; MARIA S. RAMALHO; also known as MARY RAMALHO; ANGELINA HOLLER; LAURA RAMALHO; ANTHONY RAMALHO; MARY RAMALHO; FRANK RAMALHO; GEORGE RAMALHO; FREDERICK RAMALHO; HARVEY R. RATTO; LAURA JUDITH RATTO; W. P. REMONDA; ROBERTS UNION FARM CENTER, INCORPORATED, a corporation; HENRY L. RODGERS; HAZEL L. RODGERS; LESTER RODGERS; NORMA RODGERS; MANUEL J. RODGERS, also known as MANUEL RODGERS; J. J. RODGERS; MARY SILVA, also known as MARY F. SILVA; ANTONIO SILVEIRA; MARIA C. SILVEIRA; HAZEL COLNON WOODS; CARROL G. GRUNSKY; FRANK X. SOUZA; LUCY SOUZA; MILTON W. THORPE; JENNIE A. THORPE; MERVEL L. TREMAIN; FRANCES J. WELCHES; FAIRCHILD SCHOOL DISTRICT, a public corporation; JAOA COELLO PEREIRA; ALICE AZEVEDO PEREIRA; JOE M. VICTORIA; EMILY C. VICTORIA; MARGARET S. WALSH; EDNA B. WILSON; CELIA MARY WOODS DEYOUNG, also known as CELIA MARY WOODS; ELIZABETH W. WOODS; ELLA M. WOODS; EMMA C. NEUMILLER; IRVING NEUMILLER; LENORE NEUMILLER GRAVEM; JOHN NEWTON WILHOIT; JOHN DOES ONE TO FIFTY,

Defendants.

YOU ARE HEREBY DIRECTED to appear and answer to complaint in an action entitled as above, brought against you in the Superior Court of the State of California, in and for the County of San Joaquin, within ten days after the service on you of this summons, if served within this county; or within thirty days if served elsewhere.

AND YOU ARE HEREBY NOTIFIED that unless you appear and

are subscribed to the within instrument, and they acknowledged to me that they executed the same.

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

(Seal.) J.W. Clarke,

Notary public in and

for said county of Alameda, State of California.

Recorded at Request of D.V. Marceau, Sep. 27 1911 at 45 min past 11 o'clock A.M. in Book G. Vol. 27 of Miscellaneous, page 23 San Joaquin County Records.

Fees \$2.00.

James H. Kroh, Recorder.
John J. Ansbro, Deputy.

KNOW ALL MEN BY THESE PRESENTS: That I, the undersigned,

BERTHEAU MAX. A.

to

BROWN N.L.

"Completion of contract."

Max A. Bertheau, of the City of Stockton, County of San Joaquin, State of California, the owner in fee simple in the two One story frame buildings, situated on the West line of South American Street on Lots 9 and 11, Block

33, East of Center Street, as the said lots and block are designated on the official map of the City of Stockton, California.

That on the 6th day of June, 1911, I entered into a contract with N.L. Brown, of the City of Stockton, County of San Joaquin, State of California, for the building of two frame buildings on the lots above described.

That on the 27th day of September, 1911, the said buildings were actually completed and accepted by me as completed.

Dated at Stockton, San Joaquin County, California, this 29th September, 1911.

Max A. Bertheau

Subscribed and sworn to before me, this 29th day of September, 1911.

(Seal) John D. Maxey, Notary Public in and for the County of San Joaquin,

State of California.

Recorded at Request of Max A Bertheau, Sep. 29 1911 at 58 min past 3 o'clock P.M. in Book G. Vol 27 of Miscellaneous, page 25 San Joaquin County Records.

Fees \$1.00.

James H. Kroh, Recorder.
John J. Ansbro, Deputy.

WILHOIT JESSIE LEE.
DOUGLASS MARY L.

to

WOODS IRRIGATION CO.

"Agreement."

THIS AGREEMENT, Made and entered into the 29th, day of September, 1911, between Jessie Lee Wilhoit and Mary L. Douglass, of the City of Stockton, County of San Joaquin, State of California, the parties of the first part, and Woods Irrigation Co. a

Corporation organized and existing under the laws of the State of California, with its principal place of business in the City of Stockton, County of San Joaquin, State of California, the party of the second part,

WITNESSETH: That the said parties of the first and second part for their mutual benefit and in consideration of the covenants and agreements herein contained do hereby agree as follows:

First: That in consideration that the party of the second part will operate and maintain a canal system and a drainage system through which the parties of the first part may receive

water for irrigation, and may dispose of drainage or waste waters, the parties of the first part do hereby grant in perpetuity the right to the party of the second part, to construct, maintain, police, patrol, operate, extend, widen and repair a series of canals for the purpose of irrigation and drainage, through, over and across that certain land situated in the County of San Joaquin, State of California, and described as follows, to-wit:

Beginning at the common corner of Sections Eighteen (18) and Nineteen (19) Township One (1) North Range Six (6) East, Mount Diablo Base and Meridian, and Sections Thirteen (13) and Twentyfour (24) Township One (1) North Range Five (5) East, Mount Diablo Base and Meridian, and running thence due West along the Section line 2396 feet to the center of a main irrigation canal; thence along the center line of said canal, the following courses and distances, to-wit: South $0^{\circ} 45'$ East 2631- $\frac{8}{10}$ feet; thence South $30^{\circ} 55'$ West 615 feet to the the half section line North and South through Section Twenty four (24) Township One (1) North, Range Five (5) East, Mount Diablo Base and Meridian; thence South 9014.3 feet along the half section line North and South through Sections Twenty-four (24) Twenty-five (25) and Thirty-six (36) thence South $13^{\circ} 41'$ East $78-\frac{2}{10}$ feet; thence South $26^{\circ} 11'$ East $61-\frac{1}{10}$ feet; thence South $48^{\circ} 15'$ East 1232- $\frac{5}{10}$ feet; thence South $32^{\circ} 20'$ East $143-\frac{9}{10}$ feet; thence South $6^{\circ} 49'$ East $426-\frac{3}{10}$ feet; thence South $13^{\circ} 59'$ West $4661-\frac{8}{10}$ feet; thence South $43^{\circ} 59'$ West $600-\frac{4}{10}$ feet to the right bank of Middle River; thence meandering the right bank of said Middle River, up stream, to the center of the Cross Levee, between the Middle and Upper Divisions of Robert's Island; thence along the center line of said Cross levee in a South Easterly and Easterly direction to the South west corner of a certain $42-819/1000$ acre tract of land, as conveyed by H.E. Williamson and Salenie Williamson, his wife, to J.W. Wilkinson, by Deed dated April 29th, 1899, and recorded in Book "A" of Deeds, Vol. 99 page 575 San Joaquin County Records; thence Northerly along the West line of said tract to the center of Section Six (6) Township One (1) South, Range Six (6) East, Mount Diablo Base and Meridian; thence East along the half section line through said Section Six (6) to the South West corner of that certain 202.07 acre tract of land heretofore conveyed by John N. Woods, widower, and E.W.S. Woods, and Alice M. Woods, his wife, to Constance M. Dixon, a widow, by Deed dated November 14th, 1900, and recorded in Book "A" of Deeds, Vol. 102 page 433 San Joaquin County Records; thence Northerly along the West line of said tract of land to the North West corner thereof; said North West corner of said tract being on the North line of the South half of the South East quarter of Section Thirty-one (31) Township One (1) North, Range Six (6) East, Mount Diablo Base and Meridian; thence West to the South West corner of that certain tract of land heretofore conveyed to John N. Woods, a widower, E.W.S. Woods, and Alice M. Woods, his wife, to M.D. Eaton and W.D. Buckley, by Deed dated December, 13th, 1902, and recorded in Book "A" of Deeds, Vol 120 page 263 San Joaquin County Records; thence North along the West line of said tract of land to the North West corner thereof; thence East along the North line of said tract of land to the section line between Sections Twenty-nine (29) and Thirty (30) Township One (1) North, Range Six (6) East, Mount Diablo Base and Meridian; thence North on said Section line to the common corner of Sections Nineteen (19), Twenty (20) Twenty-nine (29) and Thirty (30) Township One (1) North, Range Six (6) East, Mount Diablo Base and Meridian; thence East along the Section line between Sections Twenty (20) and Twenty-nine (29) Township One (1) North, Range Six (6) East, Mount Diablo Base and Meridian, 1980 feet; thence North 2640 feet to the half section line East and West through said Section Twenty (20); thence West along the half Section line through Sections Nineteen (19) and Twenty (20) Township One (1) North, Range Six (6) East, Mount Diablo Base and Meridian to the South East corner of the West half of the North East quarter of said Section Nineteen (19) Township and Range aforesaid; thence North to the section line East and West between Sections Eighteen (18) and Nineteen (19) Township One (1) North, Range Six (6) East, Mount Diablo Base and Meridian; thence West along said section line to the point of beginning, and being portion of Sections Nineteen (19) Twenty

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(30)Thirty (30) and Thirty-one (31) in Township One (1) North,Range Six (6) East, Mount Diablo Base and Meridian, and Sections Twentyfour (24) Twenty-five (25) and Thirty-six (36) Township One (1) North,Range Five (5) East, Mount Diablo Base and Meridian, ~~and Section One~~ ~~of Township One (1) North, Range Five (5) East, Mount Diablo Base and Meridian,~~ and Section One (1) Township One (1) South,Range Five (5) East, and Section Six (6) and Seven (7) Township One (1) South Range Six (6) East, Mount Diablo Base and Meridian; as delineated upon that certain Map entitled "Map of Woods Wilhoit & Douglass' Lands on Middle Division of Robert's Island in the County of San Joaquin, State of California," filed in the office of the County Recorder of of the County of San Joaquin, State of California, November 4th, 1909, at 3.15 o'clock P.M. Containing 3,286.37 acres, more or less.

Second: The party of the second part does covenant and agree that the parties of the first part may secure the delivery of water through the canals and ditches of the party of the second part, and that the parties of the first part may drain the excess or waste waters created by irrigation waters from the canal system of the party of the second part, into the drainage system of the party of the second part by contract, the cost and conditions to be set forth in the contract.

Third: The parties of the first part further agree that the party of the second part may have the right of ingress and egress upon, over and across the above described land for all the purposes appurtenant to the management and care of its irrigation and drainage system.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals, and the said second party has hereunto caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed by its President and Secretary thereunto duly authorized the day and year first above written.

Jessie Lee Wilhoit, Seal.
Mary L. Douglass, Seal.
By Geo. E. Wilhoit,
Her Attorney in Fact.

(Corp. Seal.) Woods Irrigation Co.
By E. W. S. Woods, President.
By Geo. E. Wilhoit, Secretary.

State of California,)
County of San Joaquin,) SS:

On this 29th day of September, A.D. 1911, before me, Avis G McCloud, a Notary Public in and for the said San Joaquin County, residing therein, duly commissioned and sworn, personally appeared Geo. E. Wilhoit, known to me to be the person whose name is subscribed to the within instrument as the Attorney in fact of Mary L. Douglass, and the said Geo. E. Wilhoit, acknowledged to me that he subscribed the name of Mary L. Douglass, thereto as principal and his own name as Attorney in fact.

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.) Avis G. McCloud,
Notary Public in and for

said San Joaquin County, State of California.

State of California,)
County of San Joaquin,)

On this 29th day of September, in the year one thousand nine hundred and eleven, before me, Avis G. McCloud, a Notary Public in and for said County and State, residing therein, duly commissioned and qualified, personally appeared E. W. S. Woods, known to me to be the President and Geo. E. Wilhoit, known to me to be the 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 the County of San Joaquin, State of California, the day and year in this certificate first above written.

(Seal.) Avis G. McCloud, Notary Public in and for said
San Joaquin County, State of California.

State of California,)
County of San Joaquin,) SS:

On this 29th day of September, in the year one thousand nine hundred and eleven, before

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Avis G. McCloud, a Notary Public in and for said County of San Joaquin, State of California, residing therein, duly commissioned and qualified, personally appeared Jessie Lee Wilhoit, known to me to be the person described in, whose name is subscribed to, and who executed the annexed instrument, and acknowledged to me that she executed the same.

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

Avis G. McCloud,
Notary Public in and

for the county of San Joaquin, State of California.

Recorded at Request of Woods Irrigation Co. Sept. 30 1911 at 16 min past 9 o'clock A.M. in Book G. Vol 27 of Miscellaneous, page 25 San Joaquin County Records.

Fees \$2.20.
James H. Kroh, Recorder.
John J. Ansburo, Deputy.

WOODS IRRIGATION CO. Contract to furnish water
to between the
Woods Irrigation Co.
and
WILHOIT JESSIE LEE.
DOUGLASS MARY L. Jessie Lee Wilhoit and Mary L. Douglass,

"Agat. to furnish water." - THIS AGREEMENT, made the 29th day of September, 1911,

between the Woods Irrigation Co. a corporation, organized and existing under the laws of the State of California, the party of the first part, and hereinafter termed the Company and Jessie Lee Wilhoit and Mary L. Douglass, of the County of San Joaquin, State of California; the second parties and hereinafter termed the consumer.

WITNESSETH: First: That in consideration of the sum of \$10.00 gold coin of the United States paid by the second parties to the first party, the receipt whereof is acknowledged, and in consideration of further sums of money hereinafter promised to be paid by the second parties, and in consideration of the reciprocal covenants herein contained, the first party agrees under the terms, conditions, limitations, and restrictions herein stated, to furnish the second parties water, not exceeding at any one time 32.86 cubic feet per second.

The quantity of water herein agreed to be furnished by the first party to the second parties shall not exceed such quantity of water as may be required, when economically used, for irrigating that certain land situated in the County of San Joaquin, State of California, and described as follows; and which is delineated upon a map hereunto attached. Said map sets forth said lands in sub-divisions which are numbered, and which may be hereinafter referred to in part by such numbers.

Beginning at the common corner of Sections Eighteen (18) and Nineteen (19) Township One (1) North, Range Six (6) East, Mount Diablo Base and Meridian, and Sections Thirteen (13) and Twenty-four (24) Township One (1) North, Range Five (5) East, Mount Diablo Base and Meridian, and running thence due West along the Section line 2396 feet to the center of a main irrigation canal; thence along the center line of said canal, the following courses and distances, to-wit: South 0° 45' East 2631-8/10 feet; thence South 30° 55' West 615 feet to the half section line North and South through Section Twenty-four (24) Township One (1) North, Range Five (5) East, Mount Diablo Base and Meridian; thence South 9014.3 feet along the half section line North and South through Sections Twenty-four (24) Twenty-five (25) and Thirty-six (36) thence South 13° 41' East 78-2/10 feet; thence South 26° 11' East 61-1/10 feet; thence South 48° 15' East 1232-2/10 feet; thence South 32° 20' East 143-9/10 feet; thence South 6° 49' East, 426 3/10 feet; thence South 13° 59' West 4661-8/10 feet; thence South 43° 59' West 600-4/10 feet to the right bank of Middle River; thence meandering the right bank of said Middle River, up stream, to the Center of the Cross Levee, between the Middle and Upper Divisions of Robert's Island; thence along the center line of said cross Levee in a South Easterly and Easterly direction to the South West corner of a certain 42-819/1000 acre tract of land, as conveyed by H. E. Williamson and Salena Williamson, his wife, to J. W. Wilkinson, by Deed dated April 29th, 1899, and recorded in Book "A" of Deeds Vol. 99, page 575 San Joaquin County Records; thence

Northerly along the West line of said tract to the quarter of Section Six (6), Township One (1) South Range Six (6) East, Mount Diablo Base and Meridian; thence East along the half section line through said Section Six (6) to the South West corner of that certain 202.07 acre tract of land heretofore conveyed by John N. Woods, widower, and E.W.S. Woods and Alice M. Woods, his wife, to Constance M. Dixon, a widow, by Deed dated November, 14th, 1900, and recorded in Book "A" of Deeds, Vol 102 page 433 San Joaquin County Records; thence Northerly along the West line of said tract of land to the North West corner thereof (said North West corner of said tract being on the North line of the South half of the South East quarter of Section Thirty-one (31) Township One (1) North Range Six (6) East, Mount Diablo Base and Meridian); thence West to the South West corner of that certain tract of land heretofore conveyed by John N. Woods, a widower, E.W.S. Woods, and Alice M. Woods, his wife, to M.D. Eaton and W.D. Buckley, by Deed dated December 13th, 1902, and recorded in Book "A" of Deeds Vol 120 page 263 San Joaquin County Records; thence North along the West line of said tract of land to the North West corner thereof; thence East along the North line of said tract of land to the section line between sections Twenty-nine (29) and Thirty (30) Township One (1) North, Range Six (6) East, Mount Diablo Base and Meridian; thence North on said Section line to the common corner of sections Nineteen (19), Twenty (20) Twenty-nine (29) and Thirty (30) Township One (1) North, Range Six (6) East, Mount Diablo Base and Meridian; thence East along the Section line between sections Twenty (20) and Twenty-nine (29) Township One (1) North, Range Six (6) East, Mount Diablo Base and Meridian, 1980 feet; thence North 2640 feet to the half section line East and West through said Section Twenty (20); thence West along the half Section line through Sections Nineteen (19) and Twenty (20) Township One (1) North, Range Six (6) East, Mount Diablo Base and Meridian to the South East corner of the West Half of the North East quarter of said Section Nineteen (19) Township and Range aforesaid; thence North to the section line East and West between Sections Eighteen (18) and Nineteen (19) Township One (1) North, Range Six (6) East, Mount Diablo Base and Meridian; thence West along said section line to the point of beginning, and being portion of Sections Nineteen (19) Twenty (20) Thirty (30) and Thirty-one (31) in Township One (1) North, Range Six (6) East, Mount Diablo Base and Meridian, and sections Twenty four (24) Twenty-five (25) and Thirty six (36) Township One (1) North, Range Five (5) East, Mount Diablo Base and Meridian, and Section One (1) Township One (1) South Range Five (5) East, and sections Six (6) and Seven (7) Township One (1) South Range Six (6) East, Mount Diablo Base and Meridian; as delineated upon that certain map entitled "Map of Woods, Wilhoit & Douglass' Land. Middle Division of Robert's Island in the county of San Joaquin, State of California." filed in the office of the County Recorder of the County of San Joaquin, State of California, November 4th, 1909, at 3:15 o'clock P.M. Containing 3,286.37 acres, more or less.

The agreement of the first part to furnish water to the second parties hereby expressly limited to such water as may be used to irrigate the said lands above described, or any subdivision thereof. The said water shall be so furnished by the first party to the second party from the 29th day of September, 1911, until the 14th day of December, 1959, and thereafter in perpetuity.

It is understood and agreed between the parties hereto that this contract is not intended to and does not create or convey any lien, estate, easement, or servitude, legal or equitable, in any manner upon or in the canal or ditch of the first party, or in or to the water flowing therein or which may hereafter flow therein, nor does this contract create any equitable covenant encumbering the said canal, and disposition thereof by the first party.

The rights of the second parties herein contracted for are to have the water furnished in perpetuity as provided in this contract by the first party, and in case of default of the Company to furnish water as herein agreed, where the same is caused by accident, hostile diversion, legal interference, or any act of God, the Company shall not in any way be held responsible for the damage caused by such default.

Second:- For the water her agreed to be furnished, the consumer in con roration of the premises, hereby promised, promises and covenants to pay in gold coin of the United States to the Company or its agents as may hereafter be provided, at its or their office as follows:

On the first Monday, in each September, after the first Monday in September, 1911, until the year of 1959, and on the first Monday of each September thereafter, so long as said water shall be furnished under said contract, the sum of \$1.00 together with that sum of money, the amount of which shall be determined as follows:

The total expense for the maintenance and replacement of the canal and structures, and the expense of the delivery of water, and of extension, and of the removal of seepage waters, after the same has reached the common out-let, or out-lots, as may be provided by the Company, and of the operation of the Company's affairs, all cost of litigation, and all other expense incidental to the operation of the canal system shall be pro-rated according to the acreage served with water by said Company and each and every acre herein above described shall contribute and pay that amount to the Company on the day as hereinabove set forth. The item of replacement shall be fixed by the Company, based upon the depreciation of the structures, and shall be kept by the Company and used for that purpose only. Should the fund created thereby, at any time, exceed the sum of the probable cost of the replacement, that particular part of the sum of money to be paid the Company shall be omitted until such a time as it would become necessary to replenish the fund. The net revenue derived from the sale of water to any other lands not described in this agreement shall be applied to the maintenance of the canal system and each and every acre shall receive its proportional decrease on account of such revenue.

Third: Should the consumer default in the payment of any sum or sums herein promised to be paid at the time and in the manner as above specified, a suit may be commenced to enforce collection of the same by foreclosure and sale of the premises described above, or any sub-division thereof that may become delinquent.

The Company and the Consumer do hereby agree that the delivery of water and the maintenance and operation of the canal system shall be conducted according to a certain set of rules and regulations, as adopted by the Company on the 29th day of September, 1911, and for a greater certainty a copy of them are herein inserted and made a part of this agreement and are as follows:

There shall be an office of superintendent of canals and the holder shall serve at the pleasure of the Board of Directors, and shall receive such compensation as they may fix for his services. A part of the duties of the superintendent of canals shall be as follows:-

The duties of the superintendent of canals shall be to maintain the canal system; to supervise the delivery of the water in accordance with the Company's rules and regulations; to make such replacements and extensions, which may include plans and specifications, as furnished by the Board of Directors. He shall furnish and deliver monthly to the secretary of the Company, a full statement of all expenditures which shall include all labor and material used. He shall report monthly to the Company the delivery of water to the several Consumers, giving date and place of consumption. He shall report the necessity of drainage, repair and replacement to the Board of Directors whenever it becomes evident of the necessity.

There shall be an officer of engineer, who shall serve at the pleasure of the Board of Directors and shall receive such compensation as the Board of Directors may agree upon. The duties of the engineer shall be to plan the construction of ditches, gates, etc. to report ^{upon} all engineering matters as the Board of Directors may direct, and to direct the Superintendent of canals in such work as the Board of Directors may instruct him.

GENERAL CONSTRUCTION:

The Company shall construct, maintain, and replace all main canals, laterals, stream diversion gates, checks, drops and the side-gates as hereinafter provided, and all drainage gates, siphons, and structures necessary to suffice the complete drainage of the lands, after the water has been conveyed to the banks of the canals constructed by the Company for that purpose.

The main canal and laterals, as constructed by the Company, shall be such as to furnish water to all of the land at such places as may be necessary to allow the subdivision of the land in tracts of 40 acres, being of the general dimensions of 10 by 20 chains, the lesser dimension bordering along the canal.

GATES, CHECKS AND STRUCTURES:

The Company shall construct all structures necessary to convey the waters through its canals and laterals and to maintain the water at such reasonable levels as to supply the land as hereinabove described, excepting therefrom such acres as are hereafter provided for, and all other tracts so situated as not to allow the placing of water upon them.

The side-gates shall be constructed by the Company and paid for by the consumer in the manner and at the time and place as hereinabove provided for the payment for the delivery of water. The Company shall have full charge and control of all side-gates and shall maintain them thereafter.

DRAINAGE.

The Company shall construct and maintain drainage canals, pumps and appliances, sufficient to relieve the irrigated land of waste or surplus waters.

The cost of the construction of any drainage system, which suffices the drainage of any certain tract, under contract, shall be borne by that tract. The cost shall be pro-rated according to acreage, and the payment for such drainage systems shall become due and payable as provided above for the payment of the delivery of water, and shall be subject to all of the terms and conditions thereof.

The Company shall construct that part, or parts, of the drainage system in which more than one tract participates and the cost shall be charges to the drainage account and shall be borne proportionately by all land under this contract and all other lands coming under subsequent contracts. The Company shall have full charge of such drainage system and its maintenance thereafter shall be borne by the Company.

The Consumer shall convey the water to the drainage canal as constructed by the Company. Should it become evident that a consumer should be neglectful of the use of the water and create unnecessary seepage, the Company, at its election, may direct his method of irrigation and fix the amount of water he shall receive.

APPLICATION FOR WATER.

The Consumer shall make a written application for the delivery of water; said application shall be made at least five days prior to the time set forth in the application as the date of delivery.

Should it be impossible or unreasonably for the Company to deliver the water in accordance with the application, it will deliver the water as soon thereafter as it is practical for the Company so to do. The Consumer must receive the water in rotation with other Consumers, should it be deemed the most practical method by the Company.

HANDLING THE GATES.

The Consumer shall not open the side-gates which furnishes water upon his or any other land in any manner interfere or adjust the gates in the main canal or branches thereof, unless he be given written permission by the Company's superintendent to do so. Should the Consumer violate this rule the company shall have the right to charge him for all trouble and expense incurred, and that charge shall become a part of the charge for water and collectable at the date and in the manner as specified in the contracts for water. The Company shall be the sole judge of such trouble and expense.

USE OF WATER:

The Consumer shall use the water in a most economical manner and shall not waste the water either by neglect or excessive use. Should the Consumer allow the water to damage any other property he shall be responsible for such damages and in no case shall the Company be held for such neglect.

The Consumer shall not sell or dispose of any of the water, furnished under this contract,

to any other land or person or a the water to flow off his land upon the le of others.

Should the supply of water be diminished so that the quantity available would not furnish all of the lands with the amount desired, then in that event the quantity available shall be pro-rated according to the acreage of each Consumer. IN GUESS AND REGRASS. The authorized agent of the Company and his employees shall have free access at all times to the lands irrigated from the Company's Canal, to make surveys and measurements as deemed necessary, to examine the flow of water, to patrol, police, repair, maintain and replace all canals and structures appurtenant thereto, both from the supply of irrigating waters and drainage and to use necessary earth to make such repairs.

FOURTH: That the Consumer agrees that the Company may have the right to take charge of any canal which has been constructed by the Consumer for the purpose of supplying water to a part of his premises, provided that the said premises have been so subdivided as to leave a tract of land not adjacent to any canal. Then in the case of subdivision of a tract and the sale of a part thereof, the grantor shall provide means for the supplying of irrigating waters and the drainage of the tract so subdivided. The Company may at its election take possession of said supply branch and drainage way as hereinabove provided. FIFTH: Included in the description of the land hereinabove described are 535.29 acres of land situated in the lots as delineated upon the map hereinabove included which are described as follows, to-wit:- The East 60 acres of Lot Thirty-six (36) the East 60 acres of Lot Thirty-seven (37); all of Lot Thirty-five (35); and all of Lot Twenty-two (22); which are above the reasonable elevation of the water in the Company's canals, and which are hereinafter termed "high lands". It is mutually understood that the water cannot upon the surface of said 535.29 acres of land from the present or any contemplated canal of the Company's. The same will, however, sub-irrigate for many purposes, and the water may be pumped from the Company's canal upon these "high lands." It is hereby understood and agreed by the Company and the Consumer that the Consumer may place water upon these "high lands" at his election, conditioned that should the Consumer avail himself of this privilege, he shall give written notice to the Company of his intention; then and thereafter the said "high lands" shall become a Consumer in perpetuity, and the lands shall be subject to all of the conditions of this contract. Should it become evident to the Company that the said "high lands" or any part thereof, were sub-irrigated, regardless of any act of the Consumer, the Company may, at its election, place the land so sub-irrigated under the full conditions of this contract by serving written notice upon the owner of the tract. SIXTH: This agreement is to run with the land and become a part thereof, and shall be a lien upon the tract or any sub-division thereof; which lien may be foreclosed to secure the payments as provided for in the agreement, and the sub-division and sale of any or all of the hereinabove described tract shall in no way effect this agreement, and the agreement shall run with each and every sub-division thereof as though it were the whole.

IN WITNESS WHEREOF, the said first party, termed the "Company" has caused the corporate name to be herein subscribed and its corporate seal to be hereunto affixed by its president and secretary thereunto duly authorized, and the second parties have hereunto set their hands and seals.

(Corp. Seal.) WOODS IRRIGATION CO.

By E. W. S. Woods, President.
And Geo. E. Wilhoit, Secretary.
Jessie Lee Wilhoit, Seal.
Mary L. Douglass, Seal.
By E. L. Wilhoit Her attorney in fact.

State of California,) SS.
County of San Joaquin,)

On this 29th day of September, A.D. 1911, before me, Avis G. McCloud, a Notary Public in and for said San Joaquin County, residing therein, duly commissioned and sworn, personally appeared Geo. E. Wilhoit, known to me to be the person whose name is subscribed to the within instrument as the Attorney in fact of Mary L. Douglass, and the said Geo. E. Wilhoit, acknowledged to me that he subscribed the name of Mary L. Douglass thereto as principal and his own name as Attorney in fact. 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. (Notary Seal.) Avis G. McCloud, Notary Public in and for said San Joaquin County, State of California.

State of California) SS: On this 29th day of September, in the year one thousand nine hundred and eleven, before me, Avis G. McCloud, a Notary Public in and for said County and State, residing therein, duly commissioned and qualified, personally appeared E. W. S. Woods, known to me to be the president and Geo. E. Wilhoit, known to me to be the 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 the County of San Joaquin, State of California, the day and year first above written. (Seal.) Avis G. McCloud, Notary Public in and for said San Joaquin County, State of California.

State of California)
County of San Joaquin,) SS

On this 29th day of September, in the year one thousand nine hundred and eleven, before me, Avis G. McCloud, Notary Public in and for said County of San Joaquin, State of California, residing therein, duly commissioned and qualified, personally appeared, Jessie Lee Wilhoit, known to me to be the person described in, whose name is subscribed to, and who executed the annexed instrument, and acknowledged to me that she executed the same.

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

(Notary Seal.)

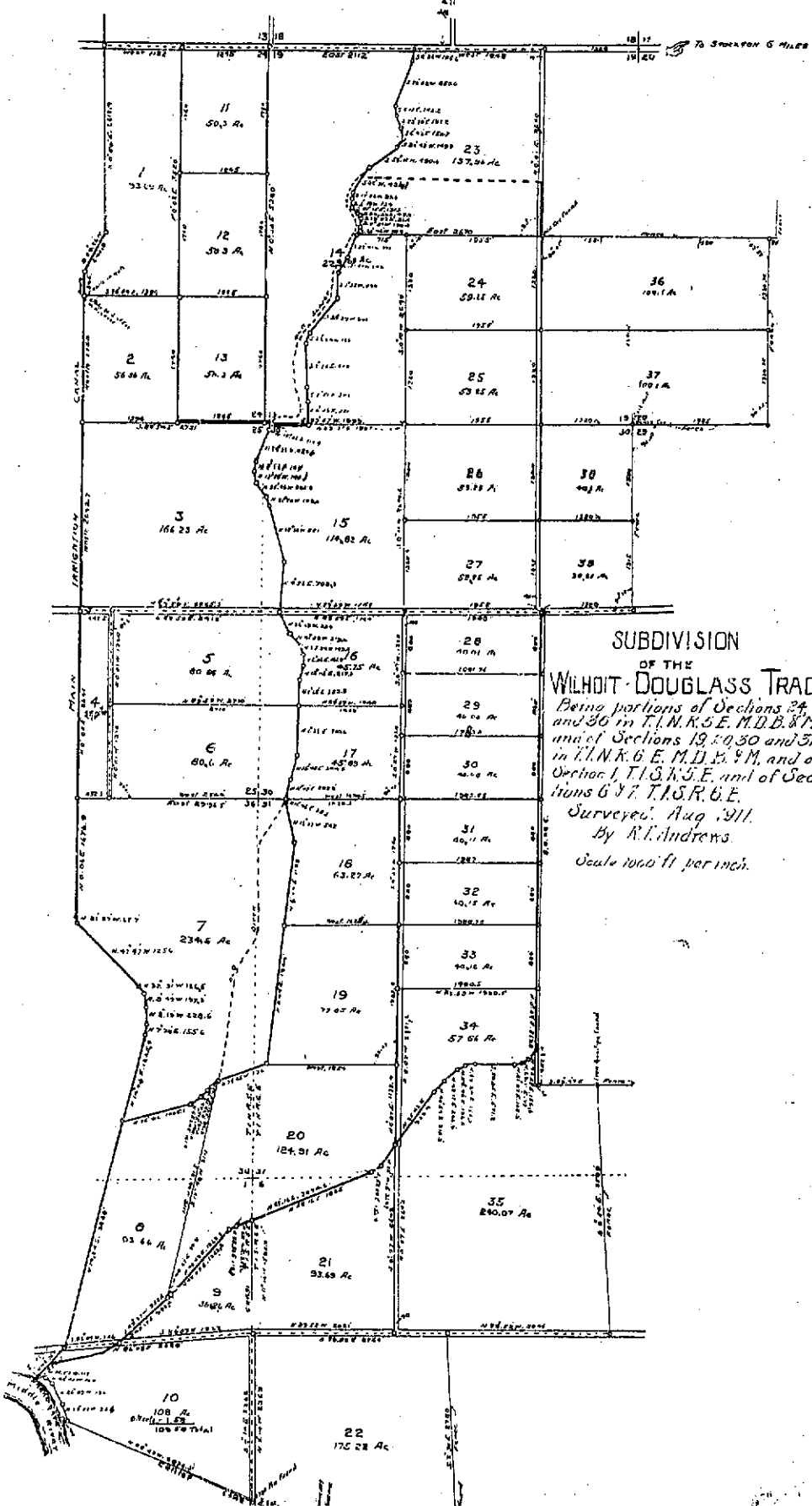
Avis G. McCloud,

Notary Public

in and for the County of San Joaquin, State of California.

To San Francisco 33.7 Miles Santa Fe Ry To Stanton 5 Miles

WOODBERRY STATION

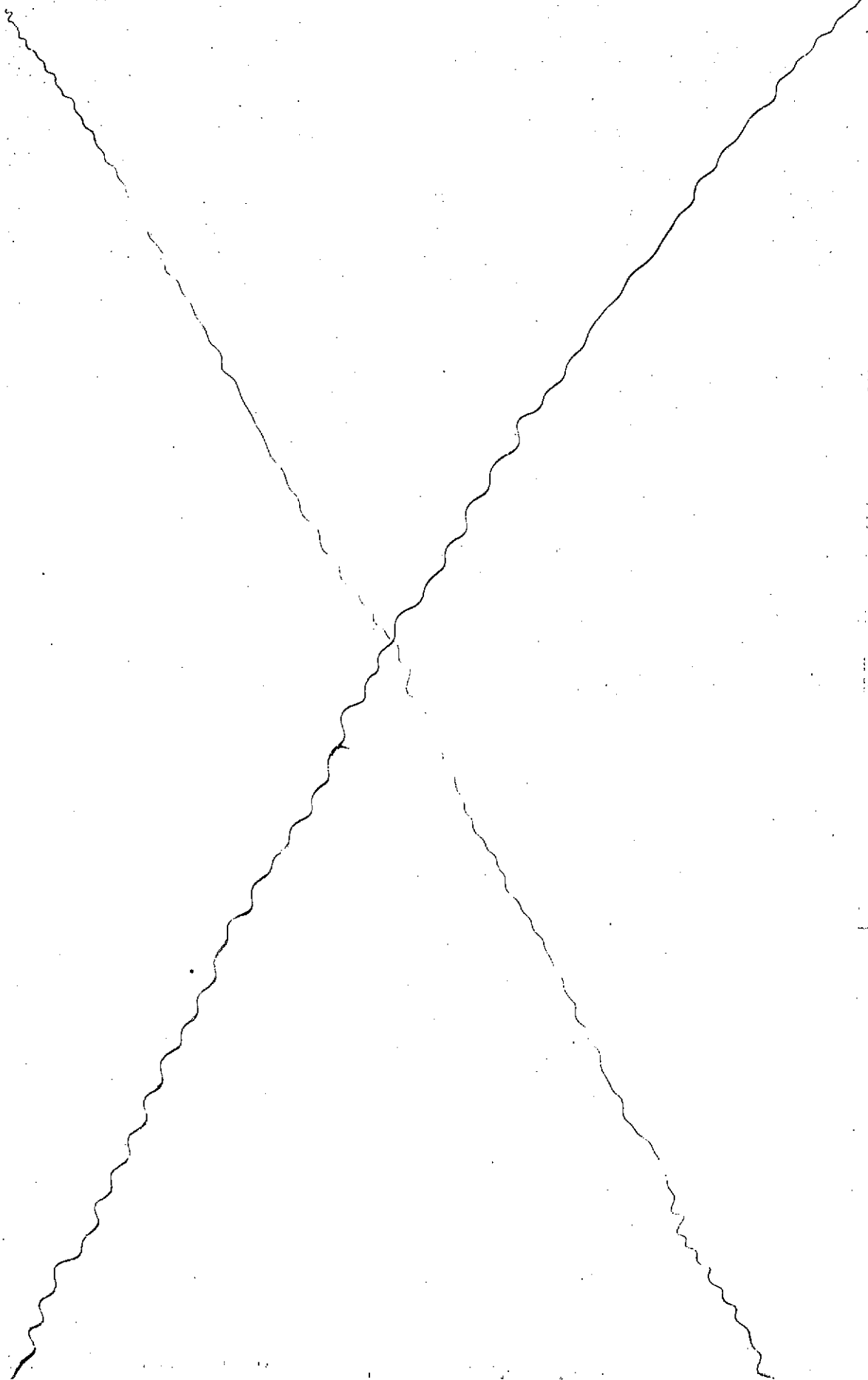
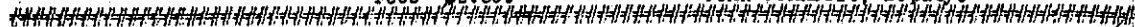


SUBDIVISION
 OF THE
 WILHOIT-DOUGLASS TRACT
 Being portions of Sections 24, 25
 and 30 in T. 1 N. R. 5 E. M. D. B. & M.
 and of Sections 19, 20, 30 and 31,
 in T. 1 N. R. 6 E. M. D. B. & M. and of
 Section 1, T. 1 S. R. 6 E.
 Surveyed Aug. 1911.
 By R. F. Andrews
 Scale 1000 ft per inch.

Recorded: at Request of Wilhoit & Douglass, Sep. 30 1911 at 22 min past 9 o'clock A.M. in
Book G. Vol 27 of Miscellaneous, page 28 San Joaquin County Records.

Fees \$5.60.

James H. Kroh, Recorder.
John J. Ambro, Deputy.



INDEXED

WOODS IRRIGATION CO.
to
JESSIE LEE WILHOIT
MARY L. DOUGLASS
JOHN NEWTON WILHOIT
"Drainage contract."

CONTRACT RELATIVE TO DRAINAGE BETWEEN THE

WOODS IRRIGATION CO.
AND

JESSIE LEE WILHOIT, Mary L. Douglass, and John Newton Wilhoit,

9/29/1911

THIS AGREEMENT, made this 29th day of September, 1911, between the WOODS IRRIGATION CO. a corporation, organized and existing under the laws of the State of California, the party of the first part and hereinafter termed the "Company" and, Jessie Lee Wilhoit, Mary L. Douglass, and John Newton Wilhoit, all of the County of San Joaquin, State of California, the second parties and hereinafter termed the "Consumer."

WITNESSETH: That in consideration of the sum of \$10.00 Gold Coin of the United States, paid by the second parties to the first party, the receipt whereof is acknowledged, and in consideration of further amounts of money hereinafter promised, to be paid by the second parties, and in consideration of the reciprocal covenants herein contained, the first party agrees under the terms, conditions, limitations, and restrictions herein stated to allow the parties of the second part to drain all waters accumulating upon the land of the second parties into a drainage system operated, controlled and maintained by the Company. The land of the Consumer is described as follows, to-wit:-

Commencing at the point of intersection of the East line of the West one-half of Section Eighteen (18) Township One (1) North, Range Six (6) East, Mount Diablo Base and Meridian, with the center line of the right-of-way of the Atchison, Topeka and Santa Fe Railway Company, as located by that certain Deed dated May 21, 1898, and recorded in Book "A" of Deeds, Vol. 96 page 340 et seq. San Joaquin County Records, made and executed by John N. Woods, and E.W.S. Woods to the San Francisco and San Joaquin Valley Railway Company, and running thence West along the center line of the right of way of said railway to the center of the levee known as the "High Ridge Levee"; thence North Easterly along the meanderings of the center line of said levee to the South West corner of that certain 17.26 acre tract of land as conveyed by Jas. Reid Stewart, Jas. Clark Hunten and Jas. King, to Joseph and Louis Hansel by deed dated April 13th, 1889, and recorded in Book "A" of Deeds, Vol 66, page 389 San Joaquin County Records; thence East along the Southerly line of said tract of land to the South East corner thereof; thence Northerly along the East line of said tract of land to the left bank of Burn's Cut Off; thence meandering the left bank of said Burn's Cut Off, up stream, to the East line of the North West one-quarter of the North West one-quarter of the North West one-quarter of Section Eighteen (18) Township One (1) North Range Six (6) East, Mount Diablo Base and Meridian; thence South 7.30 chains to the center of the North West one-quarter of the North West one-quarter of said Section Eighteen (18); thence East 10 chains; thence South 10 chains; thence East 10 chains; thence South 10 chains; thence East 10 chains to the East line of the West half of said Section Eighteen (18); thence South to the point of beginning, and being portions of Sections Twelve (12) and Thirteen (13) Township One (1) North Range Five (5) East, Mount Diablo Base and Meridian and a portion of section Eighteen (18) Township One (1) North Range Six (6) Mount Diablo Base and Meridian, as delineated upon the map entitled "Map of Woods, Wilhoit & Douglass' lands on Middle Division of Robert's Island, in County of San Joaquin, State of California", filed in the office of the County Recorder of the County of San Joaquin, State of California, November 4th, 1909, at 3:15 o'clock P.M. Save and except the right-of-way of the Atchison Topeka, and Santa Fe Railway Company as described in that certain Deed dated May 21, 1898, and recorded in Book "A" of Deeds Vol 96 page 340 San Joaquin County Records.

Save and Except a right of way of the Atchison Topeka and Santa Fe Railway Company as described in deed recorded in Book "A" of Deeds Vol 98 page 458 San Joaquin County Records.

SAVE AND EXCEPT the second described strip of land fifty (50) feet wide, the center line of which strip is described in that certain Deed dated January 10, 1910, between L.W.S. Woods, et ux, Jessie L. Wilhoit and Mary L. Douglass et al, to Woods Irrigation Co. and recorded in Book "A" Vol 169 of Deeds, page 543 San Joaquin County Records.

Also, all of Swamp and Overflowed Land Survey No. 1192 being particularly described as follows, to-wit:-

Beginning at the corner of Sections Sixteen (16) Seventeen (17) Twenty (20) and Twenty-one (21) Township One (1) North, Range Six (6) East, Mount Diablo Base and Meridian, run West 40 chains, thence North 61.88 chains to left bank of San Joaquin River; thence meander the same up stream North 84-3/4° East 8 chains South 84-3/4° East 7 chains; South 62-3/4° East 5 chains; South 47-3/4° East 5 chains, South 28° 00' East 12 chains; South 54° 00' East 3 chains; South 85-3/4° East 9 chains; South 68 1/2° East 6 chains; South 58 1/2° East 4 chains; South 29° 00' East 8 chains; South 19-3/4° East 8 chains; South 13° 00' East 7 chains; South 6 1/2° West 8 chains; South 9° 00' East 9 chains; South 67 1/2° East 2.50 chains, thence West 20.20 chains to the place of beginning, containing 280.80 acres, as delineated upon that certain Map entitled "Map of Woods, Wilhoit & Douglass' Lands on Middle Division of Roberts Island in County of San Joaquin, State of California", filed in the office of the County Recorder of the County of San Joaquin, State of California, November 4th, 1909, at 3:15 o'clock P.M.

SAVE AND EXCEPT that strip of land deeded to the Atchison Topeka and Santa Fe Railway Company as the same is of record in the office of the County Recorder, County of San Joaquin, State of California.

First:- It is understood and agreed between the parties hereto that this contract does not intend to and does not create or convey any lien, estate, easement or servitude, legal or equitable, in any manner, upon or in the canals or ditch of the Company, through which the drainage waters may be passed, nor does this contract create any equitable covenant encumbering the said canals or drainage system and disposition thereof by the first party.

The rights of the second parties herein contracted for are to have the drainage water flow into the canals and drainage system of the first party, in perpetuity. In case that the Company was not able to handle said drainage water where the cause is by accident, hostile or legal interference, or any act of God, the Company shall not in any way be held responsible for the damages caused thereby.

Second - For the privilege of disposing of the drainage or excess waters as hereinabove mentioned; the Consumer in consideration of the premises hereby promised, promises and covenants to pay in gold coin of the United States to the Company, or its agents, as may hereinafter be provided, at its or their office as follows:-

The first Monday in each September after the first Monday in September 1911, until the year 1959 and on the first Monday of each September, thereafter so long as said drainage may be used under this contract, the sum of \$1.00 together with that sum of money, the amount of which shall be determined as follows:-

The total expense for the maintenance and replacement of all structures appurtenant to that part of the drainage system, into which the drainage of the parties of the second part flows, the cost of operating and maintaining and replacement of all pumping machinery used in the removal of the drainage of above described tract, together with the drainage of all other tracts either now contracted for or which may hereinafter be contracted for, the cost of supervision of that part of the drainage system, and pumping plants as herein mentioned, all cost of litigation, and all other expenses incidental to the operation of that particular part of the drainage system and removal connected with and appurtenant to the ditch, or canal, through which the Consumer's water may pass, shall be pro-rated according to the acreage served by the drainage system in its entirety, or which may hereafter be served by said drainage system of the Company. And each and every acre hereinabove described shall contribute and pay its pro-rated amount per acre to the Company on the day as hereinabove set forth, together with an item of replacement which shall be fixed by the Company, based upon the depreciation of the structures in that part of the drainage system as hereinabove set forth, and that sum shall be kept by the Company and used for that purpose only. Should the fund, created thereby, at any time exceed the sum of the probable cost of replacement, that particular part of the sum of money, to be paid the Company, shall be omitted until such a time as it would become necessary

to replenish the fund.

Third: The Consumer shall operate and maintain the drainage system upon the land has hereinabove described, and shall deliver the water to the drainage ditch of the Company, as hereinabove described.

Fourth:- This agreement is to run with the land and become a part thereof and shall be a lien upon the tract or any sub-division thereof; which lien shall be foreclosed to secure the payment as provided for in the agreement and sub-division and sale of any, or all of the hereinabove described tracts shall in no way effect this agreement and the agreement shall run with each and every sub-division thereof as though it were the whole.

IN WITNESS WHEREOF, the said first party termed the "Company" has caused the corporate name to be herein subscribed and its corporate seal to be hereunto affixed by its President and Secretary, thereunto duly authorized and the second parties termed the "Consumer" has hereunto set their hands and seals. (Corp.Seal.)

Woods Irrigation Co.
By E.W. S.Woods, President.
And Geo. E.Wilhoit, Secretary.
Jessie Lee Wilhoit, Seal.
Mary L.Douglass, Seal.
by Geo. E.Wilhoit, her attorney in fact.
John Newton Wilhoit, Seal.

State of California,)
County of San Joaquin,) SS:

On this 29th day of September, A.D. 1911, before me, Avis G.McCloud, a Notary Public in and for said San Joaquin County, residing therein, duly commissioned and sworn, personally appeared Geo.E.Wilhoit, known to me, to be the person whose name is subscribed to the within Instrument as the Attorney in fact of Mary L.Douglass, and the said Geo.E.Wilhoit, acknowledged to me that he subscribed the name of Mary L.Douglass, thereto as principal, and his own name as Attorney in fact.

IF WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal; at my office in the County of San Joaquin. (Seal.) Avis G.McCloud, Notary Public, in and for said San Joaquin County, State of California.

State of California,)
County of San Joaquin,) SS:

On this 29th day of September, in the year one thousand nine hundred and eleven, before me, Avis G.McCloud, a Notary Public in and for said County and State, residing therein, duly commissioned and qualified, personally appeared E.W.S.Woods, known to me to be the President and Geo. E.Wilhoit, known to me to be the 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 the County of San Joaquin, State of California, the day and year in this Certificate first above written. (Seal.) Avis G.McCloud, Notary Public in and for said San Joaquin County, State of California.

State of California,)
County of San Joaquin,) SS:

On this 29th day of September, in the year one thousand nine hundred and eleven, before me, Avis G McCloud, Notary Public in and for said County of San Joaquin, State of California, residing therein, duly commissioned and qualified, personally appeared Jessie Lee Wilhoit, known to me to be the person described in, whose name is subscribed to, and who executed the annexed instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my Official Seal at my office in the City of Stockton, County of San Joaquin, the day and year in this Certificate first above written. (Notary Seal.) Avis G.McCloud, Notary Public in and for the County of San Joaquin, State of California.

State of California,)
County of San Joaquin,) SS:

On this 29th day of September, in the year one thousand nine hundred and eleven, before me, Avis G.McCloud, a Notary Public in and for said County of San Joaquin, State of California,

residing therein, duly commissioned and qualified, personally appeared John Newton Wilhoit, known to me to be the person described in, whose name is subscribed to, and who executed the annexed instrument, and 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 City of Stockton, County of San Joaquin, the day and year in this certificate first above written.

(Notary Seal.) Avis G McCloud, Notary Public in

and for the County of San Joaquin, State of California.

Recorded at Request of Wilhoit & Douglass, Sep. 30 1911 at 26 min past 9 o'clock A.M. in Book G. Vol 27 of Miscellaneous, page 35 San Joaquin County Records. James H. Kimb, Recorder. John J. Ansbro, Deputy.

Fees \$3.00.

INDEXED TO WOODS E.W.S. THIS AGREEMENT, made and entered into the 29th day of September, A.L. 1911, between E.W.S. Woods, of the City of Stockton, County of San Joaquin, State of California, the party of the first part, and Woods Irrigation Co. a corporation organized and existing under

the laws of the State of California, with its principal place of business in the City of Stockton, County of San Joaquin, State of California, the party of the second part;

WITNESSETH: That the said parties of the first and second part for their mutual benefit and in consideration of the covenants and agreements herein contained do hereby agree as follows:-

FIRST: That in consideration that the party of the second part will operate and maintain a canal system and a drainage system through which the party of the first part may receive water for irrigation and may dispose of drainage or waste water, the party of the first part does hereby grant in perpetuity the right to the party of the second part to construct, maintain, police, patrol, operate, extend, widen and repair a series of canals for the purpose of irrigation and drainage through, over and across that certain land situated in the County of San Joaquin, State of California, and described as follows, to-wit:-

All that portion of the Northeast quarter (N.E. 1/4) of the Southeast quarter (S.E. 1/4) of Section Fourteen (14) Township One (1) North Range Five (5) East, Mount Diablo Base and Meridian, lying North of the center line of the levee known as "High Ridge Levee" and South of the line drawn parallel with and 100 feet Southerly at right angles from the located center line of the San Francisco and San Joaquin Valley Railway Company's Railroad said piece of land containing an area of 12.74 acres, more or less, as delineated upon that certain map entitled "Map of Woods Wilhoit & Douglass' Lands on Middle Division of Robert's Island, in the County of San Joaquin, State of California, filed in the office of the County Recorder of the County of San Joaquin, State of California, on November 4th, 1909, at 3:15 o'clock P.M.

Also that certain lot, piece or parcel of land situate, lying and being in the County of San Joaquin, State of California, and bounded and particularly described as follows, to-wit:-

Beginning at the common corner of Sections Fifteen (15) Sixteen (16) Twenty-one (21) and Twenty-two (22) Township One (1) North, Range Five (5) East, Mount Diablo Meridian; thence West 3102.5 feet to the center of Honker Lake Levee, thence along the center of said levee in a Southerly and Southeasterly direction to its junction with the cross levee between "The Pocket" and Honker Lake Tract, thence along the center of said cross levee in an Easterly direction to its junction with High Ridge Levee, thence along the center of High Ridge Levee in a general Northeasterly direction to its intersection with East and West one quarter (1/4) line passing through Sections Twenty-two (22) and Twenty-three (23) Township One (1) North Range Five (5) East, thence West along said one quarter (1/4) line to its intersection with the North and South line between Sections Twenty-one (21) and Twenty-two (22) Township One (1) North Range Five (5) East, thence North along said line to place of beginning, containing 769.32 acres, as delineated upon that certain map entitled "Map of Woods, Wilhoit & Douglass' Lands on Middle Division of Robert's Island in county of San Joaquin, State of California", filed in the office of the County Recorder of the County of San Joaquin, State of California, November 4th, 1909, at

ALSO beginning at the common corner of Sections Eighteen (18) and Nineteen (19) Township One (1) North, Range Six (6) East, Mount Diablo Base and Meridian, and Sections Thirteen (13) and Twenty-four (24) Township One (1) North, Range Five (5) East, Mount Diablo Base and Meridian, and running thence West along the Section line twenty-three hundred and ninety six (2396) feet to the center of a main irrigation canal; thence along the center line of said canal, the following courses and distances, to-wit:- South $0^{\circ}45'$ East 2631.8 feet; thence South $30^{\circ}55'$ West 615 feet to the half section line North and South through Section Twenty-four (24) Township One (1) North, Range Five (5) East, Mount Diablo Base and Meridian; thence South 9014.3 feet along the half section line North and South through Sections Twenty-four (24) Twenty-five (25) and Thirty-six (36) thence South $13^{\circ}41'$ East 78.2 feet; thence South $25^{\circ}11'$ East 61.1 feet, thence South $48^{\circ}15'$ East 1232.2 feet; thence South $32^{\circ}20'$ East 143.9 feet; thence South $6^{\circ}49'$ East 426.3 feet; thence South $13^{\circ}59'$ West 4561.8 feet; thence South $43^{\circ}59'$ West 600.4 feet to the right bank of Middle River; thence meandering the right bank of said Middle River down stream to the section line between Section Two (2) Township One (1) South Range Five (5) East, Mount Diablo Base and Meridian, and Section Thirty-five (35) Township One (1) North, Range Five (5) East, Mount Diablo Base and Meridian; thence East to the common corner of Sections One (1) and Two (2) Township One (1) South Range Five (5) East, Mount Diablo Base and Meridian and sections Thirty-five (35) and Thirty-six (36) Township One (1) North, Range Five (5) East, Mount Diablo Base and Meridian; thence North to the quarter section corner between Sections Thirty-five (35) and Thirty-six (36) in township One (1) North, Range Five (5) East, Mount Diablo Base and Meridian; thence West along the half section line through Sections Thirty-five (35) and Thirty-four (34) Township One (1) North Range Five (5) East, Mount Diablo Base and Meridian to the center of the levee known as the "High Ridge Levee"; thence following the meanderings of said levee, North $17^{\circ}24'$ West 4.10 chains; thence North $34^{\circ}44'$ West 4.59 chains; thence North $53^{\circ}16'$ West 7.35 chains; thence North $38^{\circ}18'$ West 3.54 chains; thence North $16^{\circ}41'$ West 5.23 chains to the South line of that certain 108.02 acre tract of land as conveyed by Jas. Reid Stewart, Jas. Clark Bunten and Jas. King, to I.M. Robinson, by deed dated August 30th, 1890 and recorded in Book "A" of Deeds Vol 69 page 432 San Joaquin County Records; thence East 11.84 chains to the Southeast corner of said tract of land; thence North $0^{\circ}15'$ West 60 chains to the Northwest corner of the East half of the Southeast quarter of Section Twenty-seven (27) Township One (1) North, Range Five (5) East, Mount Diablo Base and Meridian; thence West to the center of Section Twenty-seven (27) Township One (1) North, Range Five (5) East, Mount Diablo Base and Meridian; thence North along the half section line to the center of High Ridge Levee; thence meandering the center of High Ridge Levee in a Northeasterly direction through Sections Thirteen (13) Fourteen (14) Twenty-two (22) Twenty-three (23) and Twenty-seven (27) Township One (1) North Range Five (5) East, Mount Diablo Base and Meridian, to the center line of the right of way of the Atchison, Topeka and Santa Fe Railway Company, as located by that certain Deed dated May 21st 1898, and recorded in Book "A" of Deeds, Vol. 96 page 340 et seq. San Joaquin County Records, made and executed by John N. Woods, and E.W.S. Woods, and E.W.S. Woods, to the San Francisco and San Joaquin Valley Railway Company; thence East along the center line of said right of way of said Atchison, Topeka & Santa Fe Railway Company to the half section line North and South through Section Eighteen (18) Township One (1) North Range Six (6) East, Mount Diablo Base and Meridian; thence South along the half section line to the quarter section corner between Sections Eighteen (18) and Nineteen (19) Township One (1) North Range Six (6) East, Mount Diablo Base and Meridian; thence West to the point of beginning, and being a portion of Section Eighteen (18) Township One (1) North, Range Six (6) East, Mount Diablo Base and Meridian; all of Section Twenty-six (26) and portions of Sections Thirteen (13), Fourteen (14) Twenty-two (22) Twenty-three (23) Twenty-four (24) Twenty-five (25) Twenty-seven (27) Thirty-four (34) Thirty-five (35) and Thirty-six (36) Township One (1) North Range Five (5) East, Mount Diablo Base and Meridian, and portions of sections One (1) and Two (2)

Township One (1) South Range Three (3) East, Mount Diablo Base and Meridian, as delineated upon that certain Map entitled "Map of Woods, Wilhoit & Douglass' Lands on Middle Division of Robert's Island in the County of San Joaquin, State of California," filed in the office of the County Recorder of the County of San Joaquin, State of California, November 4th, 1909, at 3:15 P.M. Containing 4480 acres, more or less. 4480. A

SAVE AND EXCEPT that certain strip of land conveyed by Deed dated June 3rd, 1908, made by E.W.S.Woods, Mary L. Maher and Jessie Lee Wilhoit to the Atchison Topeka & Santa Fe Railway Company, recorded in Book "A" of Deeds, Vol 173 page 298 San Joaquin County Records;

ALSO SAVE AND EXCEPT the right of way conveyed by Deed from John N.Woods and E.W.S.Woods to The San Francisco and San Joaquin Valley Railway Company and recorded in Book "A" of Deeds, Vol. 96 page 340 et seq. San Joaquin County Records.

ALSO SAVE AND EXCEPT the right of way conveyed by Deed from John N.Woods and E.W.S.Woods to The San Francisco and San Joaquin Valley Railway Company, and recorded in Book "A" of Deeds, Vol. 98 page 458 et seq. San Joaquin County Records.

SECOND: The party of the second part does covenant and agree that the party of the first part may secure the delivery of water through the canals and ditches of the party of the second part, and that the party of the first part may drain the excess or waste-water created by irrigation waters from the canal system of the party of the second part into the drainage system of the party of the second part, by contract, the cost and conditions to be set forth in the contract.

THIRD: The party of the first part further agrees that the party of the second part may have the right of ingress and egress upon, over, and across the above described land for all purposes appurtenant to the management and care of its irrigation and drainage system.

IN WITNESS WHEREOF, the said first party has hereunto set his hand and seal, and the said second party has hereunto caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed by its Vice President and Secretary thereunto duly authorized the day and year first above written.

E.W.S.Woods, Seal.
Woods Irrigation Co.
By Jessie Lee Wilhoit,
Vice President.
By Geo.E.Wilhoit, Secretary.

(Corp.Seal.)

State of California,)
County of San Joaquin,) SS:

On this 29th day of September, in the year one thousand nine hundred and eleven, before me, Avis G. McCloud, a Notary Public in and for said County and State, residing therein, duly commissioned and qualified, personally appeared Jessie Lee Wilhoit, known to me to be the Vice President and Geo. E. Wilhoit, known to me to be the 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 the County of San Joaquin, State of California, the day and year in this Certificate first above written. (Seal.) Avis G McCloud, Notary Public in and for the said San Joaquin County, State of California.

State of California,)
County of San Joaquin,) SS:

On this 29th day of September, in the year one thousand nine hundred and eleven, before me, Avis G. McCloud, a Notary Public in and for said County of San Joaquin, State of California, residing therein, duly commissioned and qualified, personally appeared E.W.S.Woods, known to me to be the person described in, whose name is subscribed to and who executed the annexed instrument, and 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 City of Stockton, County of San Joaquin, the day and year in this certificate first above written.

(Notary Seal.) Avis G. McCloud, Notary Public in

and for the County of San Joaquin, State of California.

Recorded at
in Book G.V

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James H. Kron, Recorder.
John J. Ansbro, Deputy.

WOODS IRRIGATION CO.

INDEXED

COMPARED

to
WOODS E.W.S.
Contract to furnish water.

Contract to furnish water
Between the
Woods Irrigation Co.
And

E.W.S. Woods.

THIS AGREEMENT, Made the 29th day of September, 1911, between the Woods Irrigation Co. a corporation, organized and existing under the laws of the State of California, the party of the first part and hereinafter termed the Company, and E.W. S. Woods, of the County of San Joaquin, State of California, the second party, and hereinafter termed the consumer,

WITNESSETH: First:- That in consideration of the sum of \$10.00 Gold Coin of the United States paid by the second party to the first party, the receipt whereof is acknowledged and in consideration of further sums of money hereinafter promised to be paid by the second party, and in consideration of the reciprocal covenants herein contained, the first party agrees under the terms, conditions, limitations, and restrictions herein stated, to furnish the second party water, not exceeding at any time 44.80 cubic feet per second.

The quantity of water herein agreed to be furnished by the first party to the second party shall not exceed such quantity of water as may be required, when economically used for irrigating that certain land situated in the County of San Joaquin, State of California, and described as follows; and which is delineated upon a map hereunto attached. ~~the~~ map sets forth said land enclosed with a green border and is marked "E.W.S. Woods" upon the tract.

All that portion of the North East quarter (N.E. $\frac{1}{4}$) of the South East quarter (S.E. $\frac{1}{4}$) of section Fourteen (14) Township one (1) North, Range Five (5) East, Mount Diablo Base and Meridian, lying North of the center line of the levee known as "High Ridge Levee" and South of the line drawn parallel with and 100 feet Southerly at right angles from the located center line of the San Francisco, and San Joaquin Valley Railway Company's Railroad, said piece of land containing an area of 12.74 acres, more or less, as delineated upon that certain map entitled "Map of Woods, Wilhoit & Douglass' Lands on Middle Division of Robert's Island, in the County of San Joaquin, State of California," filed in the office of the County Recorder of the County of San Joaquin, State of California, on November 4th, 1909, at 3:15 o'clock P.M.

Also that certain lot, piece or parcel of land situate, lying and being in the County of San Joaquin, State of California, and bounded and particularly described as follows, to-wit:-

Beginning at the common corner of Sections Fifteen (15) Sixteen (16) Twenty-one (21) and Twenty-two (22) Township One (1) North, Range Five (5) East, Mount Diablo Base and Meridian; thence West 3102-5/10 feet to the center of Honker Lake Levee; thence along the center of said Levee in a Southerly and Southeasterly direction to its junction with the cross levee between "The Pocket" and Honker Lake Tract; thence along the center of said cross levee in an easterly direction to its junction with High Ridge Levee; thence along the center of High Ridge Levee in a general Northeasterly direction to its intersection with East and West one-quarter ($\frac{1}{4}$) line passing through Sections Twenty-two (22) and Twenty-three (23) Township One (1) North Range Five (5) East; thence West along said one-quarter ($\frac{1}{4}$) line to its intersection with the North and South line between Sections Twenty-one (21) and Twenty-two (22) Township One (1) North, Range Five (5) East; thence North along said line to place of beginning, containing 759-32/100 acres, as delineated upon that certain Map entitled "Map of Woods, Wilhoit, & Douglass' Lands on Middle Division of Robert's Island in County of San Joaquin, State of California," filed in the office of the County Recorder of the County of San Joaquin, State of California, November 4th, 1909, at 3:15 o'clock P.M.

Also beginning at the common corner of Sections Eighteen (18) and Nineteen (19) Township One (1) North, Range Six (6) East, Mount Diablo Base and Meridian, and Sections Thirteen (13) and Twenty-four (24) Township One (1) North, Range Five (5) East, Mount Diablo Base and Meridian,

and running thence West along the Section line twenty-three hundred and ninety-six feet to the center of a main irrigation canal; thence along the center line of said canal, the following courses and distances, to-wit:- South 0° 45' East 2631.8 feet; thence South 30° 55' West 615 feet to the half section line North and South through Section Twenty-four (24) Township One (1) North, Range Five (5) East, Mount Diablo Base and Meridian; thence South 9014.3 feet along the half section line North and South through Sections Twenty-four (24) Twenty-five (25) and Thirty-six (36) thence South 13° 41' East 78.2 feet; thence South 26° 11' East 61.1 feet; thence South 48° 15' East 1232.2 feet; thence South 32° 20' East 143.9 feet; ^{thence South 6° 49' East 426.3 feet} thence South 13° 59' West 4661.8 feet; thence South 43° 59' West 600.4 feet to the right bank of Middle River; thence meandering the right bank of said Middle River, down stream, to the section line between Section Two (2) Township One (1) South, Range Five (5) East, Mount Diablo Base and Meridian, and Section Thirty-five (35) Township One (1) North, Range Five (5) East, Mount Diablo Base and Meridian; thence East to the common corner of Sections One (1) and Two (2) Township One (1) South Range Five (5) East, Mount Diablo Base and Meridian, and sections Thirty-five (35) and Thirty-six (36) Township One (1) North Range Five (5) East, Mount Diablo Base and Meridian; thence North to the quarter section corner between Sections Thirty-five (35) and Thirty-six (36) in Township One (1) North, Range Five (5) East, Mount Diablo Base and Meridian; thence West along the half section line through Sections Thirty-five (35) and Thirty-four (34) Township One (1) North, Range Five (5) East Mount Diablo Base and Meridian, to the center of the levee known as the "High Ridge Levee" thence following the meanderings of said levee, North 17° 24' West 4.10 chains; thence North 34° 44' West 4.59 chains; thence North 53° 16' West 7.35 chains; thence North 38° 18' West 3.54 chains; thence North 16° 41' West 5.20 chains to the South line of that certain 108.02 acre tract of land as conveyed by Jas. Reid Stewart, Jas. Clark Dunten and Jas. King to I.N. Robinson by Deed dated August 30th, 1890, and recorded in Book "A" of Deeds, Vol 69, page 432 San Joaquin County Records; thence East 11.84 chains to the South East corner of said tract of land; thence North 0° 15' West 60 chains to the North West corner of the East half of the South East quarter of Section Twenty-seven (27) Township One (1) North, Range Five (5) East, Mount Diablo Base and Meridian; thence West to the center of Section Twenty-seven (27), Township One (1) North, Range Five (5) East, Mount Diablo Base and Meridian; thence North along the half section line to the center of High Ridge Levee; thence meandering the center of High Ridge Levee in a North Easterly direction through Sections Thirteen (13) Fourteen (14) Twenty-two (22) Twenty-three (23) and Twenty-seven (27) Township One (1) North, Range Five (5) East, Mount Diablo Base and Meridian, to the center line of the right of way of the Atchison, Topeka and Santa Fe Railway Company, as located by that certain deed dated May 21st, 1898 and recorded in Book "A" of Deeds Vol 96 page 340 et seq. San Joaquin County Records, made and executed by John N. Woods, and E.W. S. Woods, to San Francisco and San Joaquin Valley Railway Company; thence East along the center line of said right of way of said Atchison, Topeka and Santa Fe Railway Company to the half section line North and South through Section Eighteen (18) Township One (1) North, Range Six (6) East, Mount Diablo Base and Meridian; thence South along the half section line to the quarter section corner between Sections Eighteen (18) and Nineteen (19) Township One (1) North, Range Six (6) East, Mount Diablo Base and Meridian; thence West to the point of beginning, and being a portion of Section Eighteen (18) Township One (1) North Range Six (6) East, Mount Diablo Base and Meridian; all of Section Twenty-six (26) and portions of Sections Thirteen (13), Fourteen (14) Twenty-two (22) Twenty-three (23) Twenty-four (24) Twenty-five (25) Twenty-seven (27) Thirty-four (34) Thirty-five (35) and Thirty-six (36) township One (1) North Range Five (5) East, Mount Diablo Base and Meridian, and portions of Sections One (1) and Two (2) Township One (1) South, Range Five (5) East, Mount Diablo Base and Meridian, as delineated upon that certain Map entitled "Map of Woods, Wilhoit & Douglass' Lands on Middle Division of Robert's Island in the County of San Joaquin, State of California," filed in the office of the County Recorder of the County of San Joaquin, State of California, November, 4th, 1909, at 3:15 P.M. and containing 4480 acres, more or less.

4480
A

SAVE AND EXCEPT, a certain strip of land conveyed by Deed dated June 3rd, 1908, made by E.W.S.Woods, Mary L.Naher and Jessie Lee Wilhoit, to the Atchison Topeka and Santa Fe Railway Company, recorded in Book "A" of Deeds, Vol. 173 page 299, San Joaquin County Records.

ALSO SAVE AND EXCEPT, the right of way conveyed by Deed from John N.Woods, and E.W.S.Woods, to The San Francisco and San Joaquin Valley Railway Company, and recorded in Book "A" of Deeds, Vol 96 page 340 et seq - San Joaquin County Records.

ALSO SAVE AND EXCEPT the right of way conveyed by Deed from John N.Woods, and E.W.S.Woods, to The San Francisco and San Joaquin Valley Railway Company and recorded in Book "A" of Deeds, Vol.98 page 458 et seq. San Joaquin County records.

The agreement of the first party to furnish water to the second party is hereby expressly limited to such water as may be used to irrigate the said lands above described, or any subdivision thereof. The said water shall be so furnished by the first party to the second party from the 29th day of September, 1911, until the 14th day of December, 1959 and thereafter in perpetuity.

It is understood and agreed between the parties hereto that this contract is not intended to and does not create or convey any lien, estate, easement, or servitude, legal or equitable, in any manner upon or in the canal or ditch of the first party, or in or to the water flowing therein or which may hereafter flow therein, nor does this contract create any equitable covenant encumbering the said canals, and disposition thereof by the first party.

The rights of the second party herein contracted for are to have the water furnished in perpetuity as provided in this contract by the first party, and in case of default of the Company to furnish water as herein agreed, where the same is caused by accident, hostile diversion, legal interference, or any act of God, the Company shall not in any way be held responsible for the damage caused by such default.

SECOND: For the water herein agreed to be furnished, the consumer in consideration of the premises, hereby promised, promises and covenants to pay in gold coin of the United States to the Company or its agents as may hereafter be provided, at its or their office as follows:-

On the first Monday in each September, after the first Monday in September, 1911, until the year 1959, and on the first Monday of each September, thereafter, so long as said water shall be furnished under contract, the sum of \$1.00 together with that sum of money, the amount of which shall be determined as follows:-

The total expense for the maintenance and replacement of the canal and structures, and the expense of the delivery of water, and of extension, and of the removal of seepage waters, after the same has reached the common out-let, or out-lets, as may be provided by the Company, and of the operation of the Company's affairs, all cost of litigation, and all other expense incidental to the operation of the canal system shall be pro-rated according to the acreage served with water by said Company and each and every acre herein above described shall contribute and pay that amount to the Company on the day as hereinabove set forth. The item of replacement shall be fixed by the Company, based upon the depreciation of the structures, and shall be kept by the Company and used for that purpose only. Should the fund created thereby, at any time, exceed the sum of the probable cost of the replacement, that particular part of the

sum of money to be b. id the Company shall be omitted until such as it would become necessary to replenish the fund. The net revenue derived from the sale of water to any other lands not described in this agreement shall be applied to the maintenance of the canal system and each and every acre shall receive its proportional decrease on account of such revenue.

THIRD: Should the Consumer default in the payment of any sum or sums herein promised to be paid at the time and in the manner as above specified, a suit may be commenced to enforce collection of the same by foreclosure and sale of the premises described above, or any sub-division thereof that may become delinquent.

The Company and the Consumer do hereby agree that the delivery of water and the maintenance and operation of the canal system shall be conducted according to a certain set of rules and regulations, as adopted by the Company on the 29th day of September, 1911, and for a greater certainty a copy of them are herein inserted and made a part of this agreement and are as follows:-

There shall be an office of superintendent of canals and the holder shall serve at the pleasure of the Board of Directors and shall receive such compensation as they may fix for his services. A part of the duties of the superintendent of canals shall be as follows:-

The duties of the superintendent of canals shall be to maintain the canal system; to supervise the delivery of the water in accordance with the Company's rules and regulations; to make such replacements and extensions, which may include plans and specifications, as furnished by the Board of Directors. He shall furnish and deliver monthly to the secretary of of the Company, a full statement of all expenditures which shall include all labor and material used. He shall report monthly to the Company the delivery of water to the several Consumers, giving date and place of consumption, He shall report the necessity of drainage, repair and replacement to the Board of Directors whenever it becomes evident of the necessity.

There shall be an officer of engineer, who shall serve at the pleasure of the Board of Directors and shall receive such compensation as the Board of Directors may agree upon,

The duties of the engineer shall be to plan the construction of ditches, gates, etc.

to report upon all engineering matters as the Board of ^{Directors may direct, and to direct the Superintendent of canals} ~~engineers~~ in such work as the Board of

Directors may instruct him.

GENERAL CONSTRUCTION:

The Company shall construct, maintain and replace all main canals, laterals, stream diversion gates, checks, drops and the side-gates as hereinafter provided, and all

drainage gates, s. . ons, and structures necessary to suffice the complete drainage of the lands, after the water has been conveyed to the banks of the canals constructed by the Company for that purpose.

The main canal and laterals, as constructed by the Company shall be such as to furnish water to all of the land at such places as may be necessary to allow the subdivision of the land in tracts of 40 acres, being of the general dimensions of 10 by 20 chains, the lesser dimension bordering along the canal.

GATES, CHECKS AND STRUCTURES:

The Company shall construct all structures necessary to convey the waters through its canals and laterals and to maintain the water at such reasonable levels as to supply the land as hereinabove described, excepting therefrom such acres as are hereafter provided for, and all other tracts so situated as not to allow the placing of water upon them.

The side-gates shall be constructed by the Company and paid for by the Consumer in the manner, and at the time and place as hereinabove provided for the payment for the delivery of water. The Company shall have full charge and control of all side-gates and shall maintain them thereafter.

DRAINAGE.

The Company shall construct and maintain drainage canals, pumps and appliances, sufficient to relieve the irrigated land of waste or surplus waters.

The cost of the construction of any drainage system which suffices the drainage of any certain tract, under contract, shall be borne by that tract. The cost shall be pro-rated according to the acreage, and the payment for such drainage systems shall become due and payable as provided above for the payment of the delivery of water, and shall be subject to all of the terms and conditions thereof.

The Company shall construct that part, or parts of the drainage system in which more than one tract participates and the cost shall be charged to the drainage account and shall be borne proportionately by all land under this contract and all other lands coming under subsequent contracts. The Company shall have full charge of such drainage system and its maintenance thereafter shall be borne by the company.

The Consumer shall convey the water to the drainage canal as constructed by the Company. Should it become evident that a Consumer should be neglectful of the use of the water, and create unnecessary seepage, the Company, at its election, may direct his method of irrigation and fix the amount of water he shall receive.

by Superintendent of canals

APPLICATION FOR WATER.

The Consumer shall make a written application for the delivery of water; said application shall be made at least five days prior to the time set forth in the application as the date of delivery.

Should it be impossible or unreasonable for the Company to deliver the water in accordance with the application, it will deliver the water as soon thereafter as it is practical for the Company so to do. The Consumer must receive the water in rotation with other Consumers, should it be deemed the most practical method by the Company.

HANDLING THE GATES:

The Consumer shall not open the side-gates which furnishes water upon his or any other land or in any manner interfere or adjust the gates in the main canal or branches thereof, unless he be given written permission by the Company's superintendent to do so. Should the Consumer violate this rule the Company shall have the right to charge him for all trouble and expense incurred, and that charge shall become a part of the charge for water and collectable at the date and in the manner as specified in the contracts for water. The Company shall be the sole judge of such trouble and expense.

USE OF WATER:

The Consumer shall use the water in a most economical manner and shall not waste the water either by neglect or excessive use. Should the Consumer allow the water to damage any other property he shall be responsible for such damages and in no case shall the Company be held for such neglect.

The Consumer shall not sell or dispose of any of the water, furnished under this contract, to any other land or person, or allow the water to flow off his land upon the lands of others.

Should the supply of water be diminished so that the quantity available would not furnish all of the lands with the amount desired, then in that event the quantity available shall be pro-rated according to the acreage of each Consumer.

INGRESS AND EGRESS.

The authorized agent of the Company and his employees shall have free access at all times to the lands irrigated from the Company's canal, to make surveys and measurements as deemed necessary, to examine the flow of water, to patrol, police, repair, maintain and replace all canals and structures appurtenant thereto, both for the supply of irrigating waters and drainage and to use necessary earth to make such repairs.

Fourth:- That the Consumer agrees that the Company may have the right to take charge of any canal which has been constructed by the Consumer for the purpose of supplying water to a part of his premises, provided that the said premises have been so subdivided as to leave a tract of land not adjacent to any canal. Then in the case of subdivision of a tract and

the sale of a part thereof, the grantor shall provide means for supplying of irrigating waters and the drainage of the tract so subdivided. The Company may at its election take possession of said supply branch and drainage way as hereinabove provided.

Fifth:- Included in the description of the land hereinabove described are 1300 acres of land situated in the tracts colored red as delineated upon the map hereinabove included which are described as follows, to-wit:-

The Honker Lake Tract and a tract of fifty-one (51) acres in Section 23, T. 1 N.R. 5 E. and also the following described tracts; to-wit:-

A triangular piece of land in the North West corner of the South half of section Thirteen (13) whose Northern and Western boundaries are 20 chains in extent; also all of the Western part of the Southern half of Section Fourteen (14), save a triangular piece of land in the South Eastern corner whose Southern boundary is 28 chains and its Eastern boundary is 20 chains in extent; Also a triangular piece of land situated in the North Western part of Section Twenty-three (23) whose Northern boundary is 52 chains and its Western boundary is 80 chains; also that part of Section Twenty-seven (27) lying in the Northeast quarter which is situated West of a line which commences at a point 10 chains West of the North Eastern corner, running thence South Westerly to the Southeast corner of the Southwest quarter of the Northeast quarter of said section; also all that part of Section Thirty-four (34) as described in the tract under contract; also the Southern part of the Northern half of Section Thirty-five (35) whose Western boundary is 30 chains and whose Eastern boundary is 10 chains; also the western half of the South West quarter of Section Thirty-six (36) all in T. 1 N.R. 5 E. also fractional part of the Western half of the Northwest quarter of section One (1) and the fractional part of the Northeast quarter of Section Two (2) in T. 1. S.R. 5 E. which are ^{now} within the reasonable possibilities of irrigation of the Company's canals and which are hereinafter termed "dry lands."

It is mutually understood that the waters cannot, under the present extent of the canal system, be spread upon the surface of said 1300 acres of land, but can be from a contemplated extension of the Company's canals. This extension may include a change in the point of diversion from the river so that a ditch line may be carried along the high reaches of the "dry tracts" It is hereby understood and agreed by the consumer and the Company that the Consumer may place water upon this "dry tract" at his election, conditioned that should the Consumer avail himself of this privilege he shall give written notice to the Company of his wishes. The Company will as soon as practicable thereafter construct such extensions, or diversions, which are and shall be considered a part of the present system of canals, and upon the completion of said canals the land as applied for by the Consumer, to be irrigated, shall become a consumer in perpetuity and shall be subject to all the conditions of this contract. Should it become evident to the Company that said "dry lands" or any part thereof, were sub-irrigated regardless of any act of the Consumer, the Company may, at its election, place this land so sub-irrigated under the full conditions of this contract, by serving written notice upon the owner of the tract.

Sixth:- This agreement is to run with the land and become a part thereof, and shall be a lien upon the tract or any sub-division thereof; which lien may be foreclosed to secure the payments as provided for in the agreement, and the sub-division and sale of any or all of the hereinabove described tract shall in no way effect this agreement, and the agreement shall run with each and every sub-division thereof as though it were the whole.

IN WITNESS WHEREOF, the said first party, termed the "Company" has caused the corporate name to be herein subscribed and its corporate seal to be hereunto affixed by its President and Secretary thereunto duly authorized, and the second party has hereunto set his hand

47

1300. A

51. A

48
and seal.

(Corp. Seal.) WOODS IRRIGATION CO.

By Jessie Lee Wilhoit, Seal.
Vice President.

And Geo. E. Wilhoit, Seal.
Secretary.

E.W.S Woods, Seal.

State of California,)
)
) SS:
County of San Joaquin,)

On this 29th day of September, in the year one thousand nine hundred and eleven, before me, Avis G McCloud, a Notary Public in and for said County and State, residing therein, duly commissioned and qualified, personally appeared Jessie Lee Wilhoit, known to me to be the Vice President and Geo. E. Wilhoit, known to me to be the 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 the County of San Joaquin, State of California, the day and year in this Certificate first above written.

(Seal.) Avis G McCloud,
Notary Public in and

for said San Joaquin County, State of California.

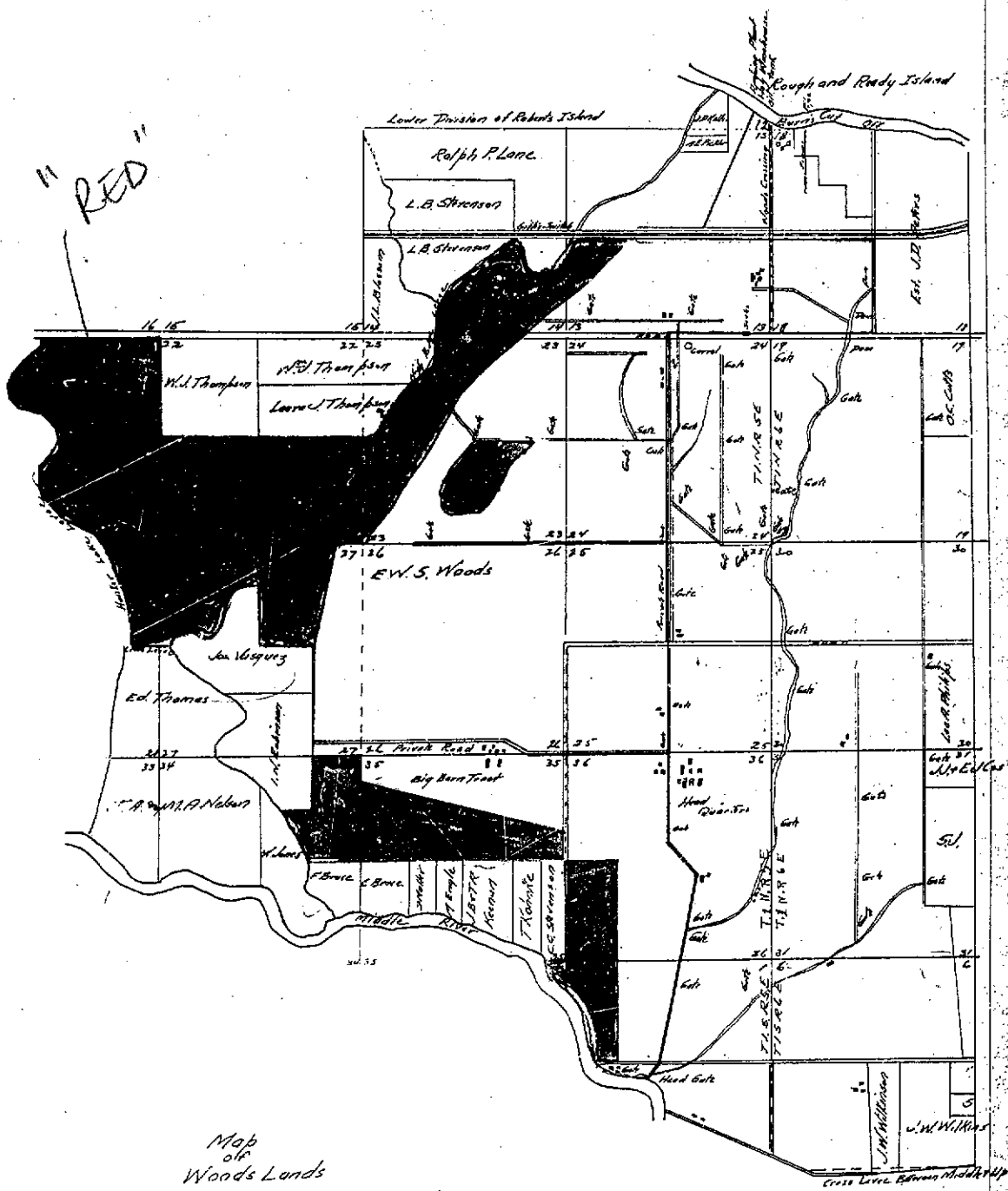
State of California,)
) SS:
County of San Joaquin,)

On this 29th day of September, in the year one thousand nine hundred and eleven, before me, Avis G. McCloud, a Notary Public in and for said County of San Joaquin, State of California, residing therein, duly commissioned and qualified, personally appeared, E.W.S. Woods, known to me to be the person described in, whose name is subscribed to, and who executed the annexed instrument, and 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 City of Stockton, County of San Joaquin, the day and year in this certificate first above written.

(Notary Seal.) Avis G. McCloud,
Notary Public in and

for the County of San Joaquin, State of California.



Map
of
Woods Lands
Reclamation District No. 524
Middle Division of Roberts Island
Scale - 20 the Per Inch

Recorded at Request of E W S Woods, Sep 30- 1911 at 24 min past 9 o'clock A.M., in Book "G" Vol 27 of Miscellaneous Page 41, San Joaquin County Records.

James H. Kroh, Recorder
John J. Anabro, Deputy

Fees \$10.40

The marriage of Captain Weber united him, November 29, 1850, with Miss Helen Murphy, a member of the celebrated Murphy party of 1844. Three children were born to them, of whom Charles M., Jr., at one time represented Santa Clara County in the state legislature; both he and the younger son, Thomas J., are now deceased. The only daughter, Miss Julia H. Weber, of Stockton, makes her home near the city so indissolubly associated with the life-work of her father and is everywhere honored as a member of an interesting and celebrated pioneer family. Mrs. Weber, who died April 11, 1895, was a daughter of Martin and Mary (Foley) Murphy, the latter an aunt of Bishop John Foley of Detroit and the late Bishop Thomas Foley of Chicago. In temperament Captain Weber was impulsive, though forgiving and large-hearted, was liked by all with whom he came in contact in every walk of life, and he was also highly respected for the high moral principles which actuated him in all he undertook.

JOHN NEWTON WOODS.—Highly honored among the pioneers of San Joaquin County was John Newton Woods, extensive land owner, capitalist, prominent lodge and church member and public-spirited citizen, and his eventful life was one which in every respect commanded the most profound esteem and admiration of all with whom he came in contact. The family of which he was a member became established in America during the Colonial period. An ancestor, Henry Woods, who was born in Virginia, followed the tide of emigration that drifted toward the West, and settled in the wilds of Kentucky, where he was killed by the Indians in 1790. Later the family became pioneers of Ohio, where in Brown County, Johnson Woods, the father of our subject, was born in 1815. During early life he removed to Indiana, where in 1834 he married Miss Louisa M. Eastes. The American progenitor of the family on the paternal side was Rev. Robert Wooster, a native of London, England, born in 1727, who crossed the ocean to the New World and settled at Brownsville, Pa. Renouncing his allegiance to the King of England, he aided the colonies in the War of the Revolution. Afterwards he became one of the earliest settlers of Fayette County, Ind., and officiated as the first minister of the Methodist Church west of the Alleghenies.

It was characteristic of Johnson Woods that he should display in his life the love of pioneer scenes that had been inherited from his ancestors. During 1840 he removed from Indiana to what is now Savannah, Mo., where he built the first house in Andrew County and engaged in trading. When news came of the discovery of gold in California he determined to brave the perils of the unsettled West in an effort to find gold and started on the long journey, arriving at Hangtown on August 1, 1850. Soon after he began to prospect on Woods Creek, which was named for him, and was already meeting with success when he was killed on February 1, 1852, by a former friend whose enmity he had incurred by testimony given against this man in a fraudulent claim case. Surviving him were three sons and two daughters and his wife, who was born in Rush County, Ind., in 1820, and died in Tulare County, Cal., on June 12, 1906, at an advanced age.

John Newton Woods was born in Fayette County, Ind., June 7, 1837, and when fourteen years of age he

began to work as a clerk in a general merchandise store at Savannah, Mo., where he gained a practical business knowledge. Five years later he returned to his native state, Indiana, where he spent eighteen months at Knightstown, Henry County, and then came to California via Panama, landing at Stockton December 2, 1857. For a time he made his home with his uncle, Jeremiah H. Woods, the founder of Woodbridge, and in 1858 he bought 320 acres of land, on a portion of which the town of Acampo now stands, and was laid out by him. In 1859 he embarked in the mercantile business as Porch & Woods, but the following year he sold out and went to Virginia City, Nev., to try his luck at mining. On his return to Woodbridge he conducted a business from 1861 to 1863 under the firm name of Woods & Davis, then sold out his interest. In 1864 he sent for his mother and two brothers, Albert and the late E. W. S. Woods, who came hither from the old family homestead in Missouri. At this time he became actively engaged in farming on his ranch at Acampo, enlarging it to 640 acres, and continued there until 1877. With his brother, E. W. S. Woods, he became joint owner of about 8,000 acres in Tulare County, known as the Buzzard Roost ranch and after operating it for some years they sold it and purchased 8,700 acres on Roberts Island, so that they were among the largest landowners in Central California and did much to develop the rich Delta country, albeit suffering heavy losses at different times when the disastrous floods broke through their levees.

From 1877 to 1882 Mr. Woods was manager and secretary of the Grangers Union of Stockton and in 1883-84 was deputy treasurer of San Joaquin County. He was made a Mason in 1858 in Woodbridge Lodge, No. 131, F. & A. M., being the first member initiated, later becoming a member of Stockton Chapter No. 28, R. A. M., and Stockton Commandery No. 8, K. T. He became a 32nd degree Scottish Rite Mason, was a member of the Shrine, the Eastern Star, and was one of the early members of the Stockton Elks. In recollection of his identification with early events in this locality he held membership with the San Joaquin County Pioneers and greatly enjoyed the reunions of these early settlers to whose energy and fortitude the present generation is so greatly indebted. Mr. Woods was prominent in the Democratic party and was an active political worker, representing the local organization in some of the most important conventions and for twenty years or more was a delegate to every state convention. For many years he was a member of the State Central Committee and represented his district as a delegate to the national Democratic convention held in Kansas City in 1900. For five years he was a member of the board of managers of the State Hospital at Stockton, and in this as in all things, he discharged his duties with efficiency and fidelity.

The marriage of Mr. Woods took place on December 22, 1864, and united him with Miss Annie Victoria Farmer, who was born in Greenfield, Mo., January 24, 1843, and came across the plains to California with her parents in 1859. They first settled at Sacramento but later moved to Amador County and it was there that the marriage was solemnized. Two daughters blessed this union: Jessie Lee married the late George E. Wilhoit and sketches of their lives appear elsewhere in this history. Mary L. was Mrs.



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John N. Woods

McDonald Douglass, who was born on Washington's birthday, February 22, 1869, and passed away July 4, 1919, her birth and death being on patriotic days. She always showed a keen patriotic spirit and during the late war was an enthusiastic worker for the various Liberty loan and other war drives. During the first Liberty loan drive she sold one million eight hundred thousand dollars of Liberty bonds. The death of Mrs. John N. Woods occurred at Stockton April 7, 1900. Mr. Woods greatly mourned her passing and only survived her until December 4, 1906, when he passed away after a brief illness. A devout Methodist, he was one of the stewards and trustees of Grace Methodist Church at Stockton from 1872 and did much for the furtherance of Christianity. He willed this church its present site, 75x100 feet, on the northwest corner of Channel and Stanislaus streets, and with it a legacy of \$25,000 to build a new church as a memorial to his wife, a bond of unusual affection and devotion existing between them. This bequest was faithfully carried out by his two daughters, who followed their father's desires in every particular and also added another \$9,000 to complete and furnish the present beautiful church. His life was so clean, so devoted to those whom chance or circumstance drew near him, so benevolent, that it will ever remain worthy of emulation.

MRS. JOHN NEWTON WOODS.—An estimable and greatly loved woman whose long years of residence at Stockton had made her much endeared to a large circle there, was Mrs. John Newton Woods, the wife of one of San Joaquin County's honored pioneers, whose life history is given in a preceding sketch. Mrs. Woods, who was in maidenhood Miss Annie Victoria Farmer, was a native of Missouri, born at Greenfield on January 24, 1843. In 1859 she left her studies at the Moravian Academy, Salem-Winston, N. C., to accompany her parents across the plains to California and though but a young girl at the time she ever carried a vivid picture of that long, toilsome journey of over five months. The family settled at first in Sacramento County, then removed to Amador County, and later took up their residence at Woodbridge, San Joaquin County, where her father became a well-to-do stock raiser and farmer.

In 1864, while the family were residing in Amador County, Miss Farmer was united in marriage with John Newton Woods, and they took up their residence on the larger ranch he had purchased in 1858, the year after he came to California, and part of this place is now the site of Acampo. This remained the family home until 1877, when they took up their residence in Stockton, where Mrs. Woods resided until her death, on April 7, 1900, survived by her devoted husband and two daughters, Mrs. Jessie Lee Wilhoit and Mrs. Mary L. Douglass; the latter passed away on July 4, 1919. Mrs. Woods was one of Stockton's best known women, occupying a leading place in social circles, where she numbered her friends by the hundreds. She was a member of Homo Chapter O. E. S., Stockton. A prominent member of Grace Methodist Church, her many charitable acts and kindly deeds will ever make her memory revered.

ALEXANDER C. OULLAHAN.—A splendid example of what a man may accomplish who follows an intelligent, honorable and persistent course is shown in the career of Alexander C. Oullahan, managing secretary of the Stockton Chamber of Commerce and ex-mayor of the city. A native son, he was born in San Francisco, December 17, 1871, a son of the late pioneer couple, Denis J. and Julia (Baine) Oullahan. The former was a pioneer of the state and served as state treasurer under Governor Stoneman. He became prominent in business circles in the state and died in San Francisco in 1889. The grandfather, Robert Oullahan, was a civil engineer and was attached to the Royal Engineers Corps of the British Army.

Alexander C. was educated in the public schools of Stockton, whither his parents had moved in 1873, and at St. Mary's school of this city; then he took up the study of law and after mastering the rudiments of the profession, became associated with J. D. Peters and thereafter devoted his time and attention to water transportation and the grain industry in this county. Later he represented G. W. McNear, the well-known grain exporter.

On February 1, 1916, Mr. Oullahan was appointed to the office of mayor of Stockton, by the city council, to fill the vacancy caused by the death of Mayor R. R. Reibenstein. So well did Mr. Oullahan administer the city's affairs that the following October he was unanimously elected to the responsible position, serving under the charter which he helped to prepare. During his administration the city of Stockton enjoyed the greatest period of growth in its history and many of the big movements looking towards greater prosperity and progress were started. One of the achievements of his administration was the acquisition of Oak Park by the city, consisting of 30.6 acres and formerly known as Goodwater Grove by the old settlers. In 1905, Mr. Oullahan had been elected to serve as a member of the city council and was thus well prepared to discharge the duties of the office of mayor, and it has been repeatedly said that he was one of the best-liked and most popular mayors that Stockton has ever had. He was mayor during the War period and named the exemption board, and was active in all war service.

When the Chamber of Commerce was organized Mr. Oullahan was among the most ardent supporters of the movement and has ever taken a keen interest in all public activities since reaching early manhood. His appointment as managing secretary of this important body was a most wise choice, as he is undoubtedly the right man for the position, both by training and education. His foremost positions in the city places him in the front rank of the upbuilders and builders up of city and county, and Stockton recognizes in him a worthy and honorable citizen. Politically he is a Democrat in national affairs but is so broad-minded that in local matters he considers men before party. Wherever he has been most needed there he is to be found at all times and as managing secretary of the most important body of citizens of Stockton he has continued the good work and been the means of making the city of Stockton known all over the United States. During his busy years Mr. Oullahan has been a contributor to the press of California, and while in the employ of J. D. Peters he published a monthly magazine called the Buzz. Besides his ability as a writer he has distinguished

himself as a public speaker. He served seven years as a member of the library board, resigning after being appointed mayor.

When Mr. Oullahan married in San Francisco on Nov. 23, 1897, he chose for his wife Miss Catherine V. River of San Francisco, a lady well qualified to be the helpmate of just such a public man and who shares with him the good will and confidence of their host of friends. They have three children: Leanore J., Alexander C. J., and Catherine M.

EZEKIEL WILLIAMSON SMITH WOODS.—

A model citizen whose life work was direct, straightforward and highly constructive, the late Ezekiel Williamson Smith Woods stood among his fellowmen as one of the biggest and most thorough builders of Central California and whose work added inestimably to the wealth of the community. The development of his lands, which were uncultivated acres when he took hold of them, has thrown many thousands of dollars into this locality, benefiting this section of California generally, in that a tract of its richest land was brought to its generous yield under Mr. Woods' able management. When he passed away on June 22, 1922, he had amassed a fortune appraised at considerably more than a million dollars, the largest estate ever filed in this county.

Mr. Woods, popularly known as "Smithy" Woods, was born in Missouri in May, 1849, in the humble home of his parents who had journeyed from their childhood homes in Indiana to pioneer in the new west. His father was engaged in selling Missouri mules to Southern planters, and his partner, Ezekiel Williamson Smith, asked that his name be given to the new arrival in the Woods family. Mr. Woods always felt that it was an honor to have borne the name of this sturdy frontiersman, who was an uncle of the late James C. Smith, father of Charles B. and Dow Smith, well-known farmers here. Mr. Woods' father came to California in 1850, lured to the land of gold by the stories that reached even the backwoods hamlets, leaving his little family at the home place and planning to have them join him at the mines. He landed in Placerville and went on to Mariposa, where he was killed in a mining trouble. His brother, Jerry Woods, came to California the next year to look up the pioneer, and settled on the land where Woodbridge is located, the village being given his name. He conducted the first ferry over the Mokelumne at that point and was killed there in June, 1864.

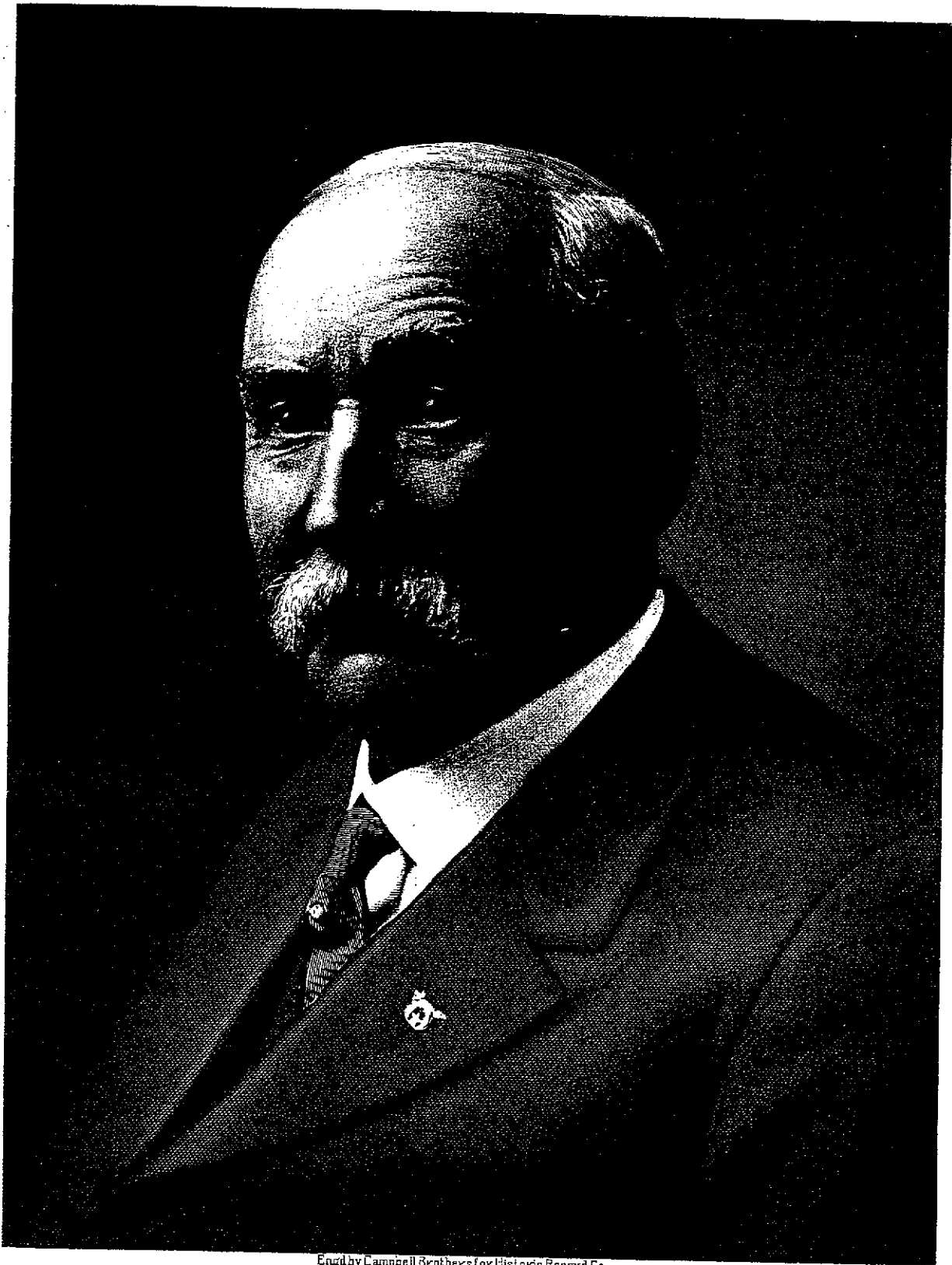
Here the interesting California careers of the Woods brothers, John N., and E. W. S., start. John N., who became one of the best-known citizens of San Joaquin County, and a trusted public official, came out from Missouri in 1857 to join his uncle, Jerry Woods, at Woodbridge, and his first letter, sent to his mother urging her to come to California, was one of the first carried east by the pony express. The Civil War came on and in January, 1863, the mother and her boys, one of them the subject of this sketch, left for California, sailing on the steamer Northern Light from New York in February. The steamer made a long detour to avoid the privateer Alabama, then feared on the high seas, and reached the Isthmus safely. They came up to San Francisco on the Sonora, arriving in Stockton March 14, 1863. They went direct to Woodbridge, near where John N. had taken up homesteads for himself and his mother

on the present site of Acampo. That section was heavily timbered and covered with chaparral, but the boys soon cleared the land. The next year, 1864, was dry and cattle died on every hand, food becoming scarce and very high. In 1869 the railroad was built through that section and the boys sold their wood to the company. They also chopped out the right of way for two and a half miles north of the river, for which they were paid \$125, which to them was big money. In 1869 the boys started with their four-horse team over the Sierras to the White Pine mining section in Nevada, and here they made as much as fifty dollars a day, hauling rich ore to mills or shipping points, but the life was not to their liking, so after a few months they returned to California.

E. W. S. Woods later went to Butte County, hearing that the lands there offered good chances, and there his honesty and integrity won for him the backing of a bank president in Chico, who advanced him money for his farming operations, trusting him because he was known to be honest and capable. "He's honest and will make his way in the world," this far-seeing banker declared, and he later made Mr. Woods his confidential agent to handle big business. The year 1876 brought bumper crops and Mr. Woods prospered, selling a section of good land for fifty dollars an acre. He then returned to Stockton, where his brother, John N. Woods, was well started on his way to wealth, being connected with the Farmers' Union there. The brothers then started their investments in lands. Among their purchases they bought a section of the Mitchell ranch near Modesto, picked up a half section east of Farmington, and were directed to Tulare County by George Crossmore, a wealthy local capitalist, who financed them in their purchase of 9,000 acres near the present city of Tulare, for \$45,000.

In 1880 Mr. Woods moved to the Tulare lands with his family and there began the hard struggle that brought the brothers great wealth. There was then but one house between their place and Tulare Lake, but the plucky young farmer and his helpful wife made the best of their surroundings and brought the tract into marketable condition by the introduction of water, drilling some of the first artesian flowing wells in that county and used for irrigation. Six years later they had 1,000 acres in alfalfa, a large herd of cattle and had enlarged their acreage to 14,000. Selling out to a Los Angeles syndicate, they paid back Mr. Crossmore his \$45,000 and cleaned up \$375,000, also selling their Modesto ranch for forty dollars an acre, just double what it had cost them.

In 1887 the Glasgow California Company owned the upper and middle divisions of Roberts Island, and after it was leveed Easton & Eldridge got an option on the 20,000 acres for thirty dollars an acre. The Woods brothers were promised a third of it, but were crowded out and finally had to buy separate tracts, securing 12,000 acres at forty-five dollars an acre. Later they bought the Gersbacher tract of 1,100 acres with the growing crops, and when harvested, the land cost them twenty-seven dollars an acre; they also then got 3,000 acres from the option holders, which, after the crops were sold, cost them eighteen dollars an acre, now easily worth \$500 an acre. On March 22, 1893, the levees broke and the Woods brothers were broke but not discouraged, though they owed \$120,000 on the property. When some bankers wanted to close them out, J. D. Peters of Stockton stood up in a



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E. W. S. Wood

bankers' conference and announced that he would give his check for any amount needed to carry John and "Smithy" Woods, and their credit was again established. Balfour Guthrie advanced them \$40,000 and they bought the dredger Roberts Island and rebuilt the levees. They got no crops in 1893 nor in 1894, but in 1896 they sold their crops to Balfour Guthrie for \$165,000 and the next year they received \$130,000, thus making money fast, though they were paying \$18,000 a year interest. That their judgment was well founded was shown by the fact that when Mr. Woods' will was filed, one tract of land on Roberts Island was appraised at \$912,027.

After this life ran along smoothly for the plucky farmers, who were undaunted by disaster, and they amassed large fortunes through their foresight and industry. In December, 1900, when John N. Woods died, the brothers owned over 8,000 acres of farming lands in fine shape, a vineyard of 800 acres at Acampo, worth at least \$500 an acre, besides other valuable properties, which were amicably divided between the heirs of John N. Woods and the surviving brother, E. W. S. Woods.

Mr. Woods' first marriage united with him Miss Lydia Downing, who passed away in Acampo, and in Elliott, Cal., May 8, 1878, he was married to Alice M. Markle, born in Fairfield, Jefferson County, Iowa, a daughter of George and Sophronia (Springer) Markle, who were born respectively in Holland and Indiana. Coming to Pennsylvania as a young man the father later moved to Iowa where he met and married Miss Springer and engaged in the mercantile business in Keokuk until his death. Afterwards the mother and the children came to California via Panama, arriving in San Francisco in July, 1867. Mrs. Woods survives her husband making her home at 1109 North El Dorado Street, Stockton, surrounded by a large circle of friends, who hold her in high esteem for her many gracious qualities and her generous spirit. Mr. Woods was also survived by a brother, A. J. Woods, of Stockton, and three sons, Lloyd H., Armand and Marcy Woods, the two former of Stockton, and the latter at Monterey. He also left two granddaughters, Mrs. Maria Park Grunsky and Alice Armand Woods, and a grandson, Lloyd Henry Woods.

Mr. Woods was a Knight Templar and 32nd degree Scottish Rite Mason as well as a member of Islam Temple, A. A. O. N. M. S., in San Francisco, and a member of Stockton Lodge No. 218, B. P. O. E. He was deeply interested in the cause of education and served as a member of the board of education for twelve years, being president of the board for six years of the time. He was president of the board of trustees of the Stockton high school while the building was being built and took a strong stand for the present location of the high school instead of close in where they would soon be crowded for room. Looking into the future they now have by his foresight four blocks of ground for the high school site. Mr. Woods, with his brother John N. Woods, was also largely interested in mining. Since his death Mrs. Woods, ably assisted by her sons, is looking after their large interests, the sons having the management of the large ranches and vineyards. Through all the varied experiences of his interesting career, Mr. Woods had the confidence and respect of every one with whom he dealt and the universal commendation as a man who had never done any one injury

nor ever taken advantage of a man in a trade, rather taking the worst in any deal in which he was concerned. Never sacrificing principle to personal expediency, he ever showed signal integrity of purpose, placing true valuations on men and affairs, and well deserving the high place he held in the community's esteem.

DENNIS BURNS.—The enviable distinction of being the oldest building contractor in point of service in Stockton is due Dennis Burns of 921 South California Street, who was born in County Wicklow, Ireland, on May 4, 1854, and came to this country in 1859 when his father brought his family, including the mother and two sons, to America. He was thus reared and educated in Greenwich, Conn., and in that town was apprenticed to the carpenter trade. He served under an experienced contractor, and he himself became an expert carpenter. In 1873, at the age of nineteen, he left home, and for two years he worked at his trade in Erie, Penn. Late in 1874, however, he pushed on West to San Francisco, and in the Bay city found work on the Grand Opera House, and later he was given employment in a planing mill there. After that he did contracting for himself, beginning in a small way; but finding things rather dull in San Francisco during the Centennial Year, he went inland to Stockton and took charge of the building of a house for L. Henderson, near Acampo; and since that time, he has been continuously active hereabouts, operating, always more and more extensively, not only in San Joaquin County, but erecting many buildings in Amador, Stanislaus, and Contra Costa counties.

In Stockton, Mr. Burns built the United States Hotel, the El Dorado School, the Weber Hall, St. Joseph's Home, (all save the last hospital) and remodeled St. Mary's Church and added to it the spire. He also put up Dr. Asa Clark's residence in the State Hospital grounds, the Jackson school, the first City Pavilion, the Hickinbotham Block on East Market Street, and also the Hickinbotham residence, and many fine homes in the northern part of the city. He constructed the buildings for the Tesla Mines in Contra Costa County. He laid the timber in the Court House erected in 1890, and erected the County Jail on North San Joaquin Street, and was for two years superintendent of building of the San Joaquin County Jail, and built the San Joaquin County Pavilion. His work has always been first class, and it is not surprising that such has been his prosperity here that he now owns valuable real estate in Stockton, including four houses on the South side, which he himself built. He put up one of the finest residences erected on the South side, having bought the lot from the late Captain Weber.

Mr. Burns was married at San Francisco in 1880 to Miss Mary Elizabeth Kelly, a native of Maine, and they have had ten children, seven of whom are still living. Catherine has become Mrs. Kerblow, and the mother of four children. Ana is Mrs. Murl and the mother of two children. Maude is Mrs. Richmond, and she has one child. Georgie is Mrs. Springer, and she has one child, a son Sydney. The sons are: Edward; Robert, who was in the World War serving as a member of the Ninety-first Division, and he saw active service on the battlefields of France; Harry married Miss Clara Anderson, of San Francisco.