

A meeting of the Board of Directors of the Woods Irrigation Company was held on Monday, April 14th, 1913, with President E.W.S. Woods in the chair and Directors L. H. Woods and M. D. Eaton present at roll call.

The minutes of the previous meeting were approved as read.

The following Resolution was presented and read, and adopted as read, to-wit:

RESOLVED: That the action of the President and Secretary of the Woods Irrigation Company, a corporation, in signing the agreement with E. W. S. Woods, of date April 14th, 1913, be ratified and confirmed.

Dated April 14th, 1913.

The agreement above referred to, the execution of which on behalf of this Corporation is hereby authorized, is in the words and figures following:-

THIS AGREEMENT, Made and entered into this ¹² *th* day of April, 1913, between the WOODS IRRIGATION COMPANY, 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 first part, and E. W. S. WOODS, of the City of Stockton, County of San Joaquin, State of California, the party of the second part.

WITNESSETH:

That whereas, on the 29th day of September, 1911, the parties of the first and second part herein entered into an agreement, which said agreement was afterwards recorded in Book "G" of Miscellaneous, Vol. 27, page 38 et seq. San Joaquin County Records, whereby there was granted by the party of the second part herein to the party of the first part herein the right 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 certain described lands situate in the County of San Joaquin, State of California, containing 4400 acres, more or less, and embraced within said 4400 acres was the following described land, to-wit: All that certain land in the County of San Joaquin, State of California, situate in Section Twenty-one (21), Township One (1) North, Range Five (5) East, M.D.S. & N. and particularly described as follows, to-wit:

Beginning at an iron pipe on the North side of a road 55 feet wide, said iron pipe being the N.E. Cor. of Sec. 21, T. 1. N. R. 5 E. M.D.S. & N.; thence along Sec. line S. 1° 51' E. 5200 feet to iron pipe and post at the S.E. Cor. of said Sec. 21; thence along Sec. line on south side of said Sec. 21, S. 88° 40' W. 1591 feet to stake in center of old Honker Lake Levee; thence meandering the center line of said Old Honker Lake levee as

follows: - N. 63° 45' E. 270 feet; E. 35° 45' N. 250 feet; E. 43° 45' N. 250 feet; E. 49° 47' N. 250 feet; E. 63° 04' E. 250 feet; E. 85° 21' W. 250 feet; E. 12° 45' W. 150 feet; E. 3° 51' E. 150 feet; E. 15° 35' E. 150 feet; E. 32° 50' E. 150 feet; E. 48° 45' E. 150 feet; E. 55° 05' E. 150 feet; E. 8° 44' N. 150 feet; E. 24° 12' W. 150 feet; E. 05° 03' W. 250 feet; E. 69° 40' E. 250 feet; E. 85° 25' W. 150 feet; S. 85° 04' W. 250 feet; E. 85° 42' E. 150 feet; E. 82° 24' W. 250 feet; E. 71° 14' W. 150 feet; E. 48° 51' W. 150 feet; E. 3° 05' V. 150 feet; E. 19° 01' E. 150 feet; E. 24° 41' E. 150 feet; E. 42° 08' E. 150 feet; E. 55° 34' E. 250 feet; E. 82° 45' E. 150 feet; E. 48° 50' E. 250 feet; E. 85° 45' E. 150 feet; E. 12° 45' E. 90 feet; E. 3° 05' W. 250 feet; E. 18° 15' W. 250 feet; to iron pin in corner of Old Hunter Lake Levee at North line of said Sec. 22; thence along Sec. line E. 85° 40' E. 5102 feet to the place of beginning, containing 262.48 acres. All courses are true bearings, mag. var. 17 1/2 N.

Also a portion of the S.W. 1/4 of Sec. 22 E. 1 N. R. S. N. E. S. A. N. More particularly described as follows, to-wit: Beginning at an iron pipe at the N.W. cor. of Sec. 22 E. 1 N. R. S. N. E. S. A. N. thence along Sec. line N. 1° 51' W. 2541 feet to stake at S. cor. of fence line; thence along Sec. line E. 85° 40' E. 207.5 feet to iron pin and stake; thence N. 1° 51' E. 2541 feet to iron pipe and stake on south line of said Sec. 22; thence along Sec. line S. 85° 40' W. 207.5 feet to the place of beginning containing 17.88 acres. All courses are true bearings mag. var. 17 1/2 N.

And whereas, no canal or canals have been constructed over or across said above described land, containing 270 acres, for irrigation or drainage, or any other purpose by the party of the first part herein; and whereas, it will never be necessary to construct any canal or canals over and across said land for the purposes named in said agreement, recorded as aforesaid, in Book "G" of Miscellaneous, Vol. 27, page 28 et seq. San Joaquin County Records, for the reason that the party of the first part herein on April 7th, 1915, by an agreement in writing, released said land above described from the covenants, agreements and conditions of that certain agreement made and entered into on September 29th, 1911, between the first and second parties herein, which agreement is recorded in Book "G" of Miscellaneous, Vol. 27, page 41 et seq. San Joaquin County Records;

And whereas, the party of the second part is willing to release the party of the first part from all obligations to operate and maintain a canal system and a drainage system over and across said above described lands;

Now, therefore, in consideration of the release moving from the party of the second part herein to the party of the first part herein, and of the further sum of Ten (\$10.00) Dollars paid to the party of the first part by the party of the second part, the receipt whereof is hereby acknowledged, said party of the first part hereby releases the land above particularly described and containing three hundred and seventy (370) acres, from the covenants, agreements and conditions mentioned and set forth in said contract between the parties hereto, of date September 29th, 1911, and recorded in Book "G" of Miscellaneous, Vo. 27, Page 58 et seq. San Joaquin County Records; and the party of the second part for and in consideration of the release of said lands from the said contract, hereby releases said party of the first part from all obligations to operate and maintain a canal system and a drainage system through which the party of the second part may receive water for irrigation, or may dispose of drainage or waste water;

IN WITNESS WHEREOF, the said party of the first part, by resolution of its Board of Directors, hath caused these presents to be subscribed by its President and Secretary, and its corporate name and seal to be hereunto affixed, the day and year first above written, and the party of the second part has hereunto set his hand and seal the day and year first above written.

WOODS IRRIGATION COMPANY

By -----President.

By -----Secretary.

----- (SEAL)

There being no further business the meeting
adjourned.

J. M. Rai

Secretary.