

Avis S. 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 S. 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 15 min past 9 o'clock A.M. in Book G, Vol 27 of Miscellaneous, page 25 San Joaquin County Records.

James H. Koch, Recorder. John J. Ambrose, Deputy.

WOODS IRRIGATION CO. to WILHOIT JESSIE LEE. DOUGLASS MARY L.

Contract to furnish water between the Woods Irrigation Co. and

Jessie Lee Wilhoit and Mary L. Douglass,

"Agmt. 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 32.80 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 herewith 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 (5) 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 515 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° 56' West 4661-8/10 feet; thence South 43° 39' 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 Helen 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

Northward along the West line of said tract to the North East corner of Section Six (6) Township One (1) North 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 208.07 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 453 San Joaquin County Records; thence Northward 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. B. 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 & Douglas' 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 hereto 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 15th day of December, 1929, 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 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 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 of 1939, 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 outlet, 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 expenses 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 25th 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 stoppage, 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 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 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 collectible 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. IN CASES AND REPAIRS. 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 535.39 acres of land situated in the lots as delineated upon the map hereinabove included which are described as follows, to-wit:- The East 50 acres of Lot Thirty-six (36) the East 22 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 535.39 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, on condition 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 action 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 therunto duly authorized, and the second parties have hereunto set their hands and seals.

(Corp. Seal.) WOODS IRRIGATION CO.
By E. W. Woods, President.
And Geo. E. Wilhoit, Secretary.
Jessie Lee Wilhoit, Seal.
Way L. Douglass, Seal.
By K. 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 Way L. Douglass, and the said Geo. E. Wilhoit, acknowledged to me that he subscribed the name of Way 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. 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.

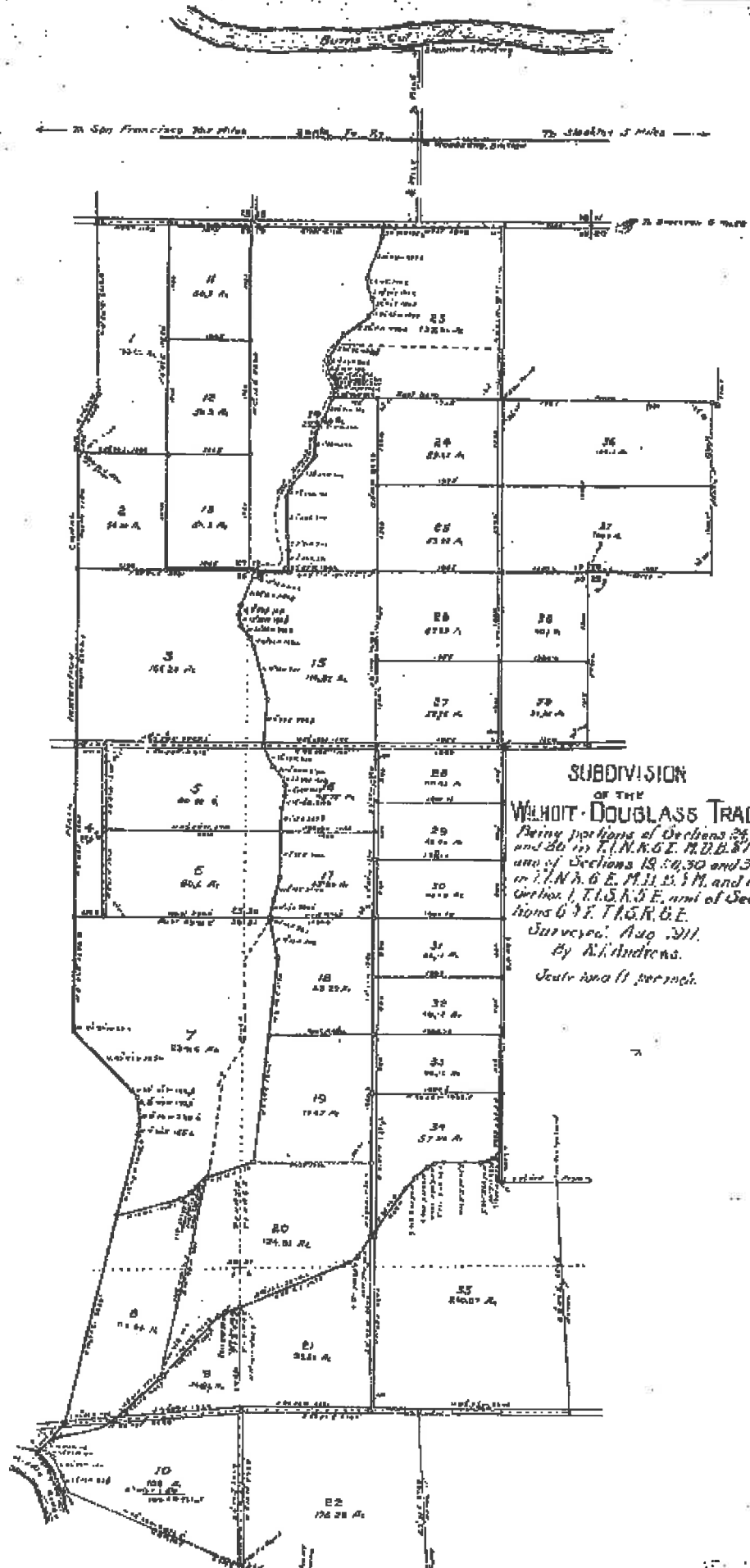
State of California,)
County of San Joaquin,) SS

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.



Recorded: at Request of Wilhoit & Douglass, Sep. 30 1911 at 22 min past 9 o'clock A.M. in
Book C. Vol 27 of Miscellaneous, page 20 San Joaquin County Records
James H. Kroh, Recorder.
John J. Ambrose, Deputy.
Fees \$5.00.

