

EXHIBIT "A"

THIS AGREEMENT, made and entered into this 18th day of November, 1925, by and between ALICE M. WOODS, of the County of San Joaquin, State of California, the party of the first part, and I. N. ROBINSON, JOHN VASQUEZ and JOSEPHINE V. JONES, all of the County of San Joaquin, State of California, the parties of the second part,

W I T N E S S E T R:

That whereas the party of the first part did heretofore purchase from Christina Belluomini certain real property situate in the County of San Joaquin, State of California, described as follows, to-wit:

A strip of land 44 feet wide situated in the County of San Joaquin, State of California, in the Southeast quarter of Section 34, Township 1 North, Range 5 East, N. D. B. & M. and lying East of and adjacent to the center of the Cross Levee forming the dividing line between the properties of F. Bruse, et al, and W. Jones and extending from the south side of the County Road along the north line of the Southeast Quarter of said Section 34, southerly along said Cross Levee, 1725 feet more or less, to the inside base of levee on the north bank of Middle River, the east line of said 44 foot strip being described as follows: Commencing at an iron pipe in the south line of the County Road along the said north line of the southeast Quarter of said Section 34, said pipe being 44 feet east of the center of said Cross Levee and 1179 feet west of the east line of said Section 34, and being also 25 feet South of the north line of the Southeast Quarter of said Section 34; thence along the east line of said 44 foot strip as follows: S. 1° 03' W. 104.7 feet; S. 10° 33' W. 83 feet; S. 18° 50' W. 95 feet; S. 27° 50' W. 272 feet; S. 20° 48' W. 96 feet; S. 10° 50' W. 68 feet; S. 13° 48' E. 38 feet; S. 47° 46' E. 38 feet; S. 70° 42' E. 56 feet; S. 79° 47' E. 149 feet; S. 74° 30' E. 92 feet; S. 61° 38' E. 100 feet; S. 52° 06' E. 133 feet; S. 43° 27' E. 82 feet; S. 38° 44' E. 79 feet; S. 33° 34' E. 158 feet to an iron pipe in the northerly base of Middle River Levee;

Also a strip of land 25 feet wide and 102 feet long, more or less, lying east of and adjacent to the center of the above described Cross Levee and south of and adjacent to the above described 44 foot strip of land, and extending from the inside base of levee on the north bank of Middle River southerly to the said north bank of Middle River, the West line of said 25 foot strip being marked on the ground by an iron pipe in the northerly base of Middle River Levee and by an iron pipe on the north bank of Middle River and the West line of above mentioned 25 foot strip being more particularly described as follows; commencing at the iron pipe at the southwest corner of the above described 44 foot strip, thence southerly across Middle River Levee 102 feet more or less to the north bank of Middle River.

And whereas the record title to said real property now stands in the name of the party of the first part; and

Whereas the said real property was purchased for the purpose of installing a pumping plant and an irrigation ditch for the purpose of irrigating lands belonging to all of the parties to this agreement; and

Whereas since the purchase of the said real property by the party of the first part there has been installed thereon a pumping plant and irrigation ditch for the purpose of irrigating lands belonging to the parties to this agreement; and

Whereas the cost of said land and the cost of installing the said irrigation system has been paid and borne by all the parties to this agreement in the manner hereinafter set forth; and

Whereas the said Alice M. Woods acknowledges that she holds the record title to said real property but that nevertheless the parties of the second part are in fact the owners of certain interests therein hereinafter described and that as to said interests said party of the first part holds said title in trust for the parties of the second part; and

Whereas the parties hereto desire to have a fixed and permanent understanding as to the respective ownerships of said parties in and to said strip of land so acquired from Christina Belluomini and in and to said irrigation ditch and said pumping plant;

Now, therefore, it is mutually understood and agreed by and between the parties hereto as follows, to-wit:

That the said strip of land was acquired and said pump and ditch constructed for the purpose of irrigating 1000 acres of land belonging to the party of the first part, said 1000 acres being situate in Township 1 North, Range 5 East, M.D.B. & M.; and

for irrigating 150 acres of land belonging to John Vasquez and Josephine V. Jones, said 150 acres being situated in Section 27, Township 1 North, Range 5 East, M. D. B. & M.; and for the purpose of irrigating 108 acres of land belonging to I. N. Robinson, said 108 acres being situate in Sections 27 and 34, Township 1 North, Range 5 East, M. D. B. & M.

That in the construction of said irrigation ditch and the installation of said pump the parties hereto have paid for the same in the following proportions; to-wit: Alice M. Woods 1000/1258ths; John Vasquez and Josephine V. Jones 150/1258ths; and I. N. Robinson 108/1258ths.

The party of the first part acknowledges that the parties to this agreement are the owners of said piece of land so acquired from Christina Belluomini, of said pump and of said ditch in the proportions above set forth, and that as to the proportions of the parties of the second part, the said party of the first part holds the title thereto in trust for the said parties of the second part in the said proportions.

It is further agreed between the parties hereto that in order to irrigate the lands of I. N. Robinson the said irrigation ditch has been constructed over a portion of the lands belonging to the party of the first part and that the said I. N. Robinson, his heirs, successors and assigns, shall forever have the right to use the said ditch so constructed over the land of the party of the first part for the purpose of irrigating his said lands.

It is further understood and agreed that in order to irrigate the lands of John Vasquez and Josephine V. Jones the said irrigation ditch has been constructed over a portion of land belonging to Alice M. Woods and also over a portion of land belonging to I. N. Robinson and it is agreed between the parties hereto that the said John Vasquez and Josephine V. Jones, their heirs,

successors and assigns, shall forever have the right to use the said irrigation ditch so constructed over the lands of Alice M. Woods and I. N. Robinson for the purpose of irrigating the said lands of John Vasquez and Josephine V. Jones.

It is further understood and agreed that in order to irrigate the lands of the party of the first part the said irrigation ditch has been constructed over a portion of land belonging to I. N. Robinson and also a portion thereof on land belonging to John Vasquez and Josephine V. Jones and that the said party of the first part, her heirs, successors and assigns, shall forever have the right to use said irrigation ditch so constructed for irrigating the said 1000 acres hereinbefore referred to.

It is the intention of this agreement that the said pumping plant and irrigation system has been constructed for the purpose of irrigating the lands of the respective parties hereto in the respective acreage above set forth and each of the parties hereto agrees with all of the other parties that said irrigation system shall forever be used by the respective parties hereto for the purpose of irrigating the lands of said parties in the amount as to acres above set forth.

It is further agreed between the parties hereto that all of the parties to this agreement have contributed their respective proportions to the installation of said pumping system and to the construction of said irrigation ditch and that the expenses of maintaining the same shall in the future be borne by the parties hereto in the proportions hereinbefore set forth; that is to say, Alice M. Woods shall pay 1000/1258th of the cost of maintenance and operation of said irrigation system; John Vasquez and Josephine V. Jones shall pay 150/1258ths of said cost of maintenance and operation of said irrigation system; and I. N. Robinson shall pay 108/1258ths of said cost of maintenance and operation of said

irrigation system.

It is the intention of this agreement that all of the parties hereto shall have the opportunity of irrigating their respective lands and, if the occasion requires, a flooding of said lands, and in view of the large percentage of acreage belonging to the party of the first part as compared with the acreage of the parties of the second part, it is anticipated between the parties hereto that the party of the first part will use said irrigation ditch and said pumping plant to a much greater extent than the parties of the second part, and in order that the parties of the second part shall have the opportunity of flooding their said lands it is agreed that should E. W. Robinson or John Vasquez and Josephine V. Jones desire to flood their respective parcels of land, the party so desiring to flood his said land shall give notice to the party of the first part in writing at least twenty days before the time that said party desires to flood his said land and in the event the said parties of the second part or any of them should give to the party of the first part notice in writing of their desire to flood said land, then after the expiration of said twenty days the party so giving said notice shall have the right to use the entire flow of said irrigation ditch for a period of not to exceed ten days, for the purpose of flooding said lands.

In view of the fact that the parties hereto have not since the installation of said pump and said irrigation ditch attempted to irrigate said lands during the same season, it cannot now be foreseen whether or not the flow from said pumps so installed will be sufficient to irrigate the lands of the respective parties at the same time and it is agreed between the parties hereto that in the event said flowage from said pumps and said ditch is not sufficient for all the parties to irrigate their said lands at the same time, then and in such event the parties of the second part

or any of them, should they or any of them desire the exclusive use of said water for irrigating their said lands at any time, shall give to the party of the first part written notice at least ten days before the time they so desire to irrigate their said lands, and, at the expiration of said ten days, the party so giving said notice shall have the use of said water for the purpose of irrigating his said lands for a period not exceeding ten days.

It is the intention of this agreement that all of the parties hereto shall at all times co-operate with each and all of the other parties, in order that the lands of each of the parties to this agreement may be irrigated or flooded, as required, in a manner that will do no injustice and work no hardship to any of the parties hereto, and in the distribution of said water so used for irrigation or flooding, the parties hereto agree at all times to co-operate with each other, to the end that each and all of the parties hereto may receive as much benefit from said irrigation system as is possible.

It is further agreed between all of the parties hereto that said parties will establish such drainage system as may be necessary to drain said lands and that they will bear said expense of constructing such drainage system in the following proportions: the party of the first part shall pay 600/858ths thereof; I. N. Robinson shall pay 108/858ths thereof; and John Vasquez and Josephine V. Jones shall pay 150/858ths thereof. It is further understood and agreed that as to the land owned by the party of the first part and known as Honker Lake and aggregating approximately 400 acres, it will be necessary for the party of the first part to establish some other system of draining said property and that the cost of installing drainage on said Honker Lake property shall be borne by the party of the first part solely.

The party of the first part further agrees that in the

drainage of the lands of the parties hereto it may be necessary to drain a part or all of said irrigation waters through what is known as the Woods Irrigation District System and in such event the party of the first part will arrange so that the parties of the second part may so drain their lands through said Woods Irrigation District System; the parties of the second part agreeing to pay the proportionate cost that their lands may bear to the cost of drainage of the entire acreage of the Woods Irrigation System; that is to say, the cost of drainage as to the parties of the second part through the Woods Irrigation District System shall be the same amount per acre as that paid by owners of property for drainage in said Woods Irrigation District System.

It is agreed between the parties hereto that the drainage ditch and system shall be constructed so soon as is practicable in order that it may be completed not later than March 1, 1926; and it is further agreed by all the parties that Charles Walsh shall act for all the parties hereto in directing the construction of said ditch.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

ALICE W. WOODS (SEAL)

JOHN VASQUEZ (SEAL)

JOSEPHINE V. JONES (SEAL)

I. N. ROBINSON (SEAL)