

parties hereto, their heirs and assigns.

At the expiration, or sooner determination of this agreement, the parties of the second part agree to quit and surrender and leave said premises in a peaceable and proper manner.

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

State of California,)
County of Alameda,) SS:

Robert Albertson, Seal.
M.G. Allington, Seal.
A.E. Allington, Seal.

On this 31st day of October, in the year of our Lord One Thousand Nine Hundred and Ten, before me, J.W. Clarke, a Notary Public in and for the County of Alameda, State of California, residing therein, duly commissioned and sworn, personally appeared Robert Albertson, M.G. Allington, and A.E. Allington, known to me to be the persons described in and whose names 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. Marouan, 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. Ambro, Deputy.

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

BERTHEAU MAX. A. - Max A. Bertheau, of the City of Stockton, County of San
to - Joaquin, State of California, the owner in fee simple in
BROWN H.L. - the two One story frame buildings, situated on the West
"Completion of contract." - 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 H.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. Ambro, Deputy.

WILHOIT JESSIE LEE. - THIS AGREEMENT, Made and entered into the 29th, day of September,
DOUGLASS MARY L. - to 1911, between Jessie Lee Wilhoit and Mary L. Douglass, of the
WOODS IRRIGATION CO. - City of Stockton, County of San Joaquin, State of California, the
"Agreement." - 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

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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 2398 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 2631-8/10 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 78-2/10 feet; thence South $26^{\circ} 11'$ East 61-1/10 feet; thence South $48^{\circ} 16'$ East 1232-2/10 feet; thence South $38^{\circ} 20'$ East 143-9/10 feet; thence South $0^{\circ} 49'$ East 426-3/10 feet; thence South $13^{\circ} 59'$ West 4661-8/10 feet; thence South $43^{\circ} 59'$ West 500-4/10 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 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 H.D. Eaton and W.D. Bickley, 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

(29) 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 Sections 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.

Copy Seal

(Corp. Seal.) Woods Irrigation Co.
 By E.W. 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,) 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 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 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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I, 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 10 min past 9 o'clock A.M.
in Book G. Vol 27 of Miscellaneous, page 25 San Joaquin County Records.

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

Fees \$2.20.

WOODS IRRIGATION CO.
to

Contract to furnish water
between the
Woods Irrigation Co.
and

WILHOIT JESSIE LEE.
DOUGLASS MARY L.

"Agmt. to furnish water."

Jessie Lee Wilhoit and Mary L. Douglass,

THIS AGREEMENT, made the 20th 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: