

Recorded at Request of Woods Irrigation Co. Sep. 30 1911 at 20 min past 9 o'clock A.M.

in Book G, Vol 27 of Miscellaneous, page 38 San Joaquin County Records.

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

WOODS IRRIGATION CO.

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 herewith 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. 1/4 ) of the South East 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 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 Southwesterly 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 769-32/100 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,

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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 2661.6 feet; thence South 30° 55' West 416 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 51.1 feet; thence South 48° 18' East 1232.3 feet; thence South 32° 20' East 142.0 feet; thence South 13° 50' West 461.6 feet; thence South 43° 59' West 800.4 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 4.37 chains; thence North 34° 44' West 4.59 chains; thence North 93° 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 105.02 acre tract of land as conveyed by Jas. Reid Stewart, Jas. Clark Denton and Jas. King to I. E. 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 56 page 340 et seq. San Joaquin County Records, made and executed by John K. 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.

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 Jennie Lee Wilhoit, to the Atchafalaya Topock 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 E.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 E.Woods, and E.W.S.Woods, to The San Francisco and San Joaquin Valley Railway Company and recorded in Book "A" of Deeds, Vol.93 page 455 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 canal, 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 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

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sum of money to be paid the Company shall be omitted until such 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.

TRUST: 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 20th 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 office 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 <sup>Directors may direct and subject to the approval of</sup> ~~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 areas 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 Consumers 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, etc, 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.

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#### 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 furnish 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 troubles 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 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 ways hereinabove provided.

Fifth:- Included in the description of the land hereinabove described are 1500 acres of land situated in the tracts colored red as delineated upon the map hereinabove included which are described as follows, to-wit:-

The Keeler 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 20 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 50 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 Southwest 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. N.R. 6 E. which are <sup>now</sup> 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 1500 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 the same duly authorized, and the second party has hereunto set his hand

and seal.

(Corp. Seal.) YOCUM IRRIGATION CO.

By Jessie Lee Vilhoit, Seal.  
Vice President.

And Geo. E. Vilhoit, Seal.  
Secretary.

E. E. Woods, 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 C. McCloud, a Notary Public in and for said County and State, residing therein, duly commissioned and qualified, personally appeared Jessie Lee Vilhoit, known to me to be the Vice President and Geo. E. Vilhoit, 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 C. 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 C. McCloud, a Notary Public in and for said County of San Joaquin, State of California, residing therein, duly commissioned and qualified, personally appeared, E. E. 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.

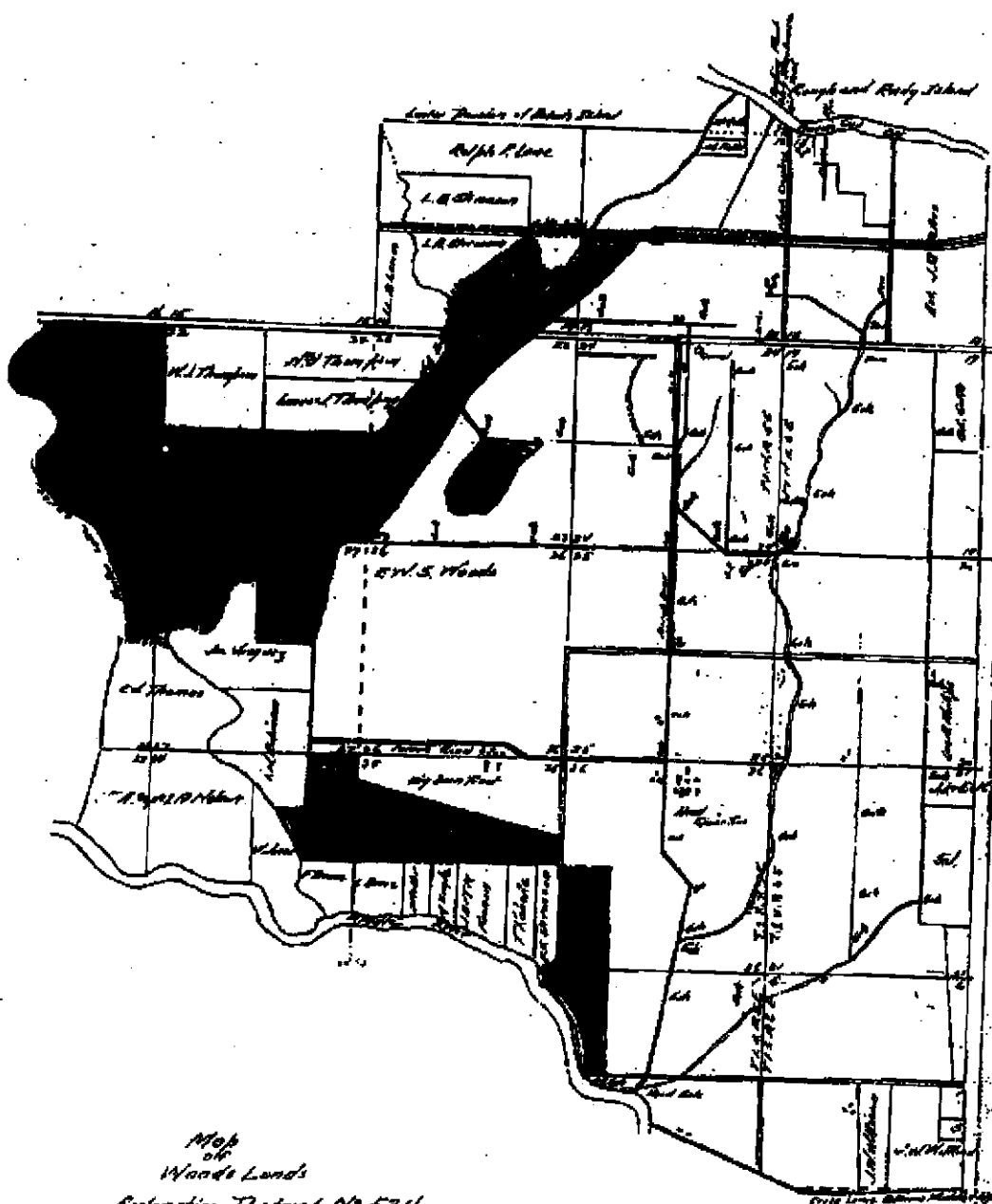
(Notary Seal.)

Avis C. 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 Robert's Island  
Scale: 20 chs Per Inch

Recorded at Request of E F S Woods, Sep 30- 1911 at 24 min past 9 o'clock A.M., in Book 70<sup>th</sup> Vol 27 of Miscellaneous Page 41, San Joaquin County Records.

James M. Kroh, Recorder  
John F. Ambro, Deputy

Fees \$10.00