

**TESTIMONY OF CHRIS NEUDECK**

I am Christopher H. Neudeck, P. O. Box 844, Stockton, California 95201. I am a registered Civil Engineer in the State of California and have worked with the Delta Islands including flood control, drainage and irrigation for the past twenty (20) years. I am the District Engineer for numerous reclamation districts in the Sacramento/San Joaquin Delta (Delta) and I am familiar with the history of reclamation of lands in the Delta including the Upper Division of Roberts Island which is the area of concern in this proceeding. The engineering firm of Kjeldsen, Sinnock & Neudeck, Inc. of which I am a principal is the engineer for Reclamation District No. 544 which encompasses the area of concern and adjoining districts Reclamation District No. 17 and Union Island Reclamation Districts 1 and 2. I am very familiar with the area including the waterways, levees, drains and irrigation facilities. A statement of my qualifications is submitted as a separate exhibit.

I. The Sacramento/San Joaquin Delta of which the upper division of Roberts Island is a part is the area where the Sacramento River system and San Joaquin River system merge and interface with tidal water. At the early times most relevant herein (mid 1800's), the area was recognized as swamp and overflowed land. The area has been described as the "Holland of America" where the deltas of the two river systems overlap. Like the branches of a tree, the river systems merging in the Delta divided and redivided into hundreds and perhaps thousands of channels which then rejoined into a single channel passing through the Carquinez Straits. (Exhibit "A".) These dendritic channels distributed the sediments suspended in the river flow. Heavier particles such as sands would settle closest to the channels resulting in a bank or area adjacent to the channel which is higher than the adjoining land. These bank areas rimmed tidal swamps with a gradient falling away from the channels. The gradient has over time been intensified by oxidation and deflation of drained peat, compaction and burning. (See Exhibit "C," The Settlement Geography of the Sacramento-San Joaquin Delta, pages 290-294.)

Prior to the construction of levees, the river flow would pass over all of the lands and dendritic channels for a number of months of most years. The entire area comprised the bed of the river with a variable depth. Water would be shallowest over the channel bank area. During periods of low river flow, water would essentially flow only through the dendritic channels.

In order to reclaim the swamp and overflowed lands, levees and floodgates were constructed to drain the lands. Although initially piecemeal and relatively small scale, the reclamation process evolved into a large scale effort. As relevant to Upper Roberts Island, the large scale effort commenced prior to June of 1879 (See Exhibit "B", Daily Evening Herald, June 27, 1879.) Levees were eventually constructed along the major channels now called the San Joaquin River, Old River, and Middle River. I have seen references to Old River as Old San Joaquin River and to Middle River as the Middle San Joaquin River.

Construction of the levees involved crossing or damming a number of the dendritic channels of various sizes which commonly are referred to as sloughs. The common practice was to install floodgates (a conduit with a mechanism for closure) in the levees (dams) at the point of crossing to provide for drainage and/or irrigation. (See Exhibit "C", The Settlement Geography

of the Sacramento-San Joaquin Delta, pages 244 and 245, which describes the general practice of damming sloughs and installing sluiceways which I call floodgates.) The floodgates of course would be closed at times of high river flows. Many were equipped with flap gates on each end so that tidal pumping could be used to enhance drainage or irrigation. In the case of irrigation, the flapgate on the inside of the island would open on the incoming tide and close on the outgoing tide, thereby helping to maintain a full slough or ditch to improve the distribution of water to the various fields. Early floodgates included a variety of conduits. Some were rectangular pipes or boxes made of redwood, brick, or cement and others were riveted steel pipes or clay pipes. There are a number of floodgate and slough-type irrigation facilities still operating in the Delta. On Upper Roberts Island, all appear to have been replaced by irrigation pumps and pipelines and drainage pumps and canals. In some cases, drainage pumps discharge water into the irrigation pipelines which direct the water by way of backflow to the river.

Impacts on irrigation season water levels by water development and channel dredging, the need for more efficient irrigation and drainage practices and the desire to improve levee integrity are obvious factors which encouraged the shift from the slough and floodgate gravity systems to pumps, ditches and pipelines on Upper Roberts Island.

Exhibit "D" is a 1912 Topographic Map of Upper Roberts Island on which I have plotted what I believe are the dendritic channels in the area of Upper Roberts Island which abut the properties which are the subject of this proceeding. The channel locations are confirmed by aerial photos of the area on which the sedimentary soils deposited along the dendritic channels is reflected as the lighter colored area. (See, for example, Exhibit "E".) Although these channels do not at the present convey surface water to the subject properties, they do continue to serve as conduits for the river water to pass below the ground surface to such parcels. It is my opinion that such channels conveyed surface water to the subject parcels from at least 1850 until the time that replacement irrigation facilities were installed. As discussed hereinafter, there are still remnants of such channels, floodgates and other irrigation facilities which confirm the use of irrigation water and the lack of severance for the subject parcels. The passage of time has tended to mask the existence of historic sloughs. Meandering roadways and property lines have been straightened, sloughs have been filled and replaced by ditches and pipelines and floodgates have been removed to reduce the threat of levee failure. Farmers have "squared up" and leveled their fields. In many cases, the upper portions of the slough sediments were removed and exported or mixed with adjoining soil to make farm field soils more uniform.

With minor exceptions, all of the lands within the upper division of Roberts Island have from the time of reclamation been devoted to farming. The need for and use of surface water for growing crops has always been of paramount importance. Extending back even before the time of patent of lands by the State, the landowners and farmers on Roberts Island including Upper Roberts Island were beneficially using the surface water to grow crops. While at first beneficial use was limited to the moisture gained from natural overflow of the land to be planted to crops irrigation with surface water soon followed.

"Some irrigating had been done earlier, but the practice does not appear to have become a common part of delta farming until the 1870's. Flood irrigation had been tried on small grain by 1871, but was given up because of the excessive

weed growth that resulted. For other crops land soaking before planting or flood irrigation were practices in use during the 1870's. Subirrigation prior to plowing and planting dates from the same decade; it was originally used for beans and potatoes or to encourage the growth of a volunteer hay crops. Since then subirrigation has been used on all growing crops.

Irrigation water was delivered to the backswamp land through tidal gates and drainage ditches in the 1870's. Filled mains backed water into field ditches of two- to four-foot depth; from these the water spread along the six-inch- to two-foot-deep laterals ("spud ditches") which were spaced at intervals of 65 to 85 feet. Seepage occurred in the peat soils. Water levels were controlled with dams across the ditches.

Water delivery systems independent of drainage ditches were in use by the latter 1870's. These systems were maintained by the farmer, only the drainage system being the responsibility of the reclamation districts. Water wheels, windmills, and low-head pumps were used on the higher alluvial banks where furrow and check irrigation were the rule. Gravity flow and siphons after the 1900's were used on the lower tracts. . . ." (Exhibit "C," The Settlement Geography of the Sacramento-San Joaquin Delta, pgs. 310 - 312.)

"The conversion of natural levees into farm land on Roberts Island may be credited to Chinese lessees who, at least by 1869, were establishing truck and fruit gardens on the San Joaquin River side of Roberts Island. South of Rough and Ready Island the cleared land had become an almost continuous series of 6- to 50-acre cultivated plots by 1875. The farmed strip stretched into the island 200 to 500 feet. Another 60-acre strip of cultivated levee was located on the west side of the island to the north of the Pescadero Grant line. Here and there along the levee were the homes and barns of a dozen white families, chiefly grain and bean farmers and stock owners. Scattered clusters of Chinese gardeners occupied the Grant land. Like the renters to the north, the Chinese raised onions, beans, and blackberries.

Once the land development companies began to reclaim the backswamps in the 1870's, the land use pattern changed. Extensive grain fields appeared over the interior of Roberts Island. The white lessees were mainland residents as well as island settlers. Most of the latter lived within a mile of the river; their houses occupied slight alluvial prominences amidst the grain fields. Some of their farm structures had been built by the land developers as base camps for the reclamation and land clearing crews. In addition to the expansion of grain fields over the interior of the island, an enlargement of bean and potato acreage occurred near the river, where the thrifty Chinese and Italians even planted on the artificial levee. A few small deciduous orchards were scattered around the higher periphery too." (Exhibit "C", The Settlement Geography of the Sacramento-San Joaquin Delta, pgs. 322-324.)

Attached hereto are copies of historic newspaper articles supporting the above.

Exhibit "F" is an article from the Daily Evening Herald for May 12, 1879, titled "A Trip to Roberts Island". In addition to the verification of the farming activities, the article reports the irrigation facilities and floodgate of Matthews & Lowry.

"Messrs. Matthews & Lowry, who own a portion of this section of the island, have placed a flume through the levee with the intention of establishing a thorough system of irrigation on their land, if they are successful in making this flume, which is quite a large one, capable of carrying several thousand inches of water, work."

The referenced flume appears to be located in the same area as the dendritic sloughs which I have identified along Old River.

Exhibit "B" is an article from the Daily Evening Herald for June 27, 1879, titled "Crops and Prospects on Roberts' Island". The article verifies crop production and further provides:

"Roberts Island is rapidly assuming the appearance of a settled and prosperous community. It requires no stretch of the imagination and no confidence in the improbable, to picture this Island as the most prosperous part of the county, and the very garden spot of the State."

The garden spot vision for the area confirms the lack of evidence of any intent of any of the landowners to abandon their rights to obtain water to grow crops.

**II.** I was also asked to investigate the relationship between the shallow subsurface water under Upper Roberts Island and those of the neighboring channels. I have extensive experience with this issue. Over the years of my engineering work in the Delta, I have dealt with flood waters, seepage, and drainage issues. I testified on this issue in the Delta Wetlands hearings before the Board.

For the area of concern, Upper Roberts Island, DWR has a recent study which resulted in that agency producing Exhibit "G" entitled "Reclamation District 544 Seepage Monitoring Study 2000 - 2001." This study confirms my prior conclusions that due to the subsurface soils, there is a direct connection between the shallow groundwater and the waters in the neighboring channels. When the river goes up, the groundwater goes up and vice-a-versa.

This hydrologic conductivity is important to understand the local water supplies. The entire Delta is one big pool of water; some in the channel and some in the soils. There is no net difference in the amount of water in the Delta channels when local diverters take from neighboring channels, pump from shallow groundwater, or farm crops which draw from the shallow groundwater. Taking water from one place is virtually the same as from another. This is especially true during summer and fall months when the three tidal barriers are in operation as they hold high tide waters around Upper Roberts Island and thus prevent any depletion of the channel waters from causing low levels which might affect other diverters.

I therefore conclude that if these four diverters which are the subject of this hearing were forced to shift to shallow wells for irrigation, or farm crops which had root zones reaching to the shallow groundwater, there would be no difference in the amount of water available in the surrounding channels.

**III.** I will now examine each of the four diverters' property separately. It is important to note my examination is also based on and includes the facts and conclusions stated earlier in my testimony regarding the history of Upper Roberts Island. I understand that the designation of riparian or pre-1914 rights is a conclusion to be made by this Board and/or the Courts. For my purposes, I have investigated to determine the facts relevant to the sociology, history, and engineering for the diversions which counsel informed me is relevant to the determination. Many of my exhibits are the patents, deeds, or other recorded documents contained in Mr. Pankey's exhibits of title documents. Of further relevance to these individual pieces of property are the facts stated earlier in my testing regarding the history of Roberts Island as well as the information contained in Exhibit "H" which includes biographical excerpts from the "History of San Joaquin County" dated 1923.

The Silva property is 169.92 acres. As we can see from the title documents, the Silva property was being purchased and sold before it was patented from the State. The early Deed (dated 1875) describes a large portion of upper and lower Roberts Island, including sections 1, 2, 12, and 13 in Township 1 South, Range 5 East, and portions of Sections 5, 6, 7, and Section 18 in Township 1 South, Range 6 East. The first map of Exhibit "P" has these sections highlighted and shows the property connected to Middle River (it is also connected to the San Joaquin River near Rough and Ready Island). By this date, substantial reclamation had been done, and as I stated earlier, the clear purpose of ownership was to farm the land.

The next deeds include the same acreage continuing the connection of property to Middle River and include such things as half interests being conveyed back and forth. During these times, there were typically floodgates connecting the sloughs to the waterways in order to irrigate the land of the island. Exhibit "J" includes a photo of an old floodgate just upstream and up slope of the Silva property. The control structure on the end of the floodgate is dated 1923, but the floodgate itself was likely in existence prior to that time.

The topographical maps indicate that water from this floodgate would indeed allow the periodic flooding and/ sub-irrigation of the Silva parcel, the common practice during the era. The names on the deeds are those of farmers indicating use of land for farming; the price of over \$22,000 also indicating something other than bare, unused land.

The patent dated 1876 to Whitney also includes the Silva property (Township 1 South Range 6 East West one half, North East one quarter, and West half of South East one quarter of Section 6) which still retains a connection to Middle River. Deeds through 1891 continue to include Mr. Silva's property. The 1891 Deed from Easton to Woods now shows how the property is included in the description of lands that eventually becomes the Woods Irrigation District on Lower Roberts Island. The Deed clearly shows the continued connection to Middle River.

The next title document is dated 1909. We therefore have at least 37 years of probable farming on the land which as per my earlier testimony means that the organic soils have mostly been burned off leaving a more irregular landscape with the (now) high points being the areas along the sloughs. No evidence was found to indicate if or when the sloughs were no longer used for irrigation.

In 1909, the owner died and his estate is distributed through the court (Exhibit "K"). The property of the estate includes the Silva parcel and numerous farming equipment, draft animals, and other livestock.

Next we have two agreements each dated September 29, 1911. The first allows the owners to construct, operate, etc., canals for irrigation and drainage. This indicates to me the clear continuation of the application and use of water by farmers on the property. The next agreement is to actually provide the water to various parcels. This would indicate that the Woods Irrigation District had at least partially completed its delivery system using its current points of diversion on Middle River at a point just downstream of the old floodgate I have previously identified. (Exhibit "L.")

At the time of these agreements, the Silva property is described as Lot No. 22 of the Wilhoit-Douglass Tract. The agreement confirms my earlier conclusion by referencing portions of the property as "high lands" or lands along a slough. The agreement recognizes the ability to sub-irrigate or to pump water onto the land from the Woods irrigation facilities which follow a downstream slough with a lower elevation than the slough area of the Silva property. The reasonable conclusion is that the land was flooded from the sloughs and/or the identified floodgate when possible to assist grain production or promote grazing grasses.

A Deed dated 12/28/11 appears to be the first time the property is possibly disconnected from Middle River. In that Deed (Exhibit "M"), Lots 21 and 22 are transferred. It is important to note though that Lot 21 borders the main irrigation ditch of Woods Irrigation District; evidence which, along with the above-described agreements, shows intent to retain the ability to get water from Middle River. Additionally, there is no evidence that the right to receive water through the floodgate and slough was terminated. This same property (Lots 21 and 22) are transferred through a probate in 1915.

In November of 1915, there is a partition decree separating parcels 21 and 22. Of interest here is the fact that the person who gets parcel 22 also has an oral lease on Lot 21, which contains "tenant crops" (Exhibit "N"). It is likely that both parcels are therefore still under agriculture for at least pasture with flood irrigation when possible. We should note that the property still retains the ability to receive water from the Woods Irrigation District pursuant to the 1911 Agreement.

Next we have two documents recorded on the same day in August of 1941 (Exhibit "O"). One is a sale/purchase and the other is an agreement. The agreement allows the Silva property to install a pipeline over its neighbor to the west in order to get irrigation water from Middle River. The sale document requires the owner to finish leveling the property and irrigate that which he levels. Given the language contained in the document of "land not theretofore leveled and

irrigated," it is clear that the land was being irrigated before this time. This is also confirmed by my review of aerial photographs of portions of Roberts Island which show most of the Silva property under cultivation.

After 1941, the legal description changes slightly as the parcel had a lot line adjustment to resolve the issue of a barn on the property line. This slightly decreased the acreage of the Silva property.

My investigation confirms that since this 1941 agreement, the land has been continuously irrigated and farmed with crops of alfalfa, grain, tomatoes, asparagus, etc.

I therefore conclude the following:

1. The Silva property was originally part of a parcel abutting Middle River and at the time of disconnect, the intention of the owners to retain the ability to receive water from Middle River is clear and recorded by agreement;
2. Before and after reclamation of this portion of Roberts Island, the Silva property abutted an unnamed slough off of Middle River, which slough possibly also connected to the San Joaquin River; and
3. It appears that the land has been continuously supplied with water from Middle River since the mid-1870's through the present for irrigated farming

#### **RATTO (Golden R, Inc.)**

The Ratto property is approximately 55 acres located generally as the Northeast Quarter of the Northwest Quarter of Section 18 Township 1 South Range 6 East. It was included in the patent of 1876 from the State of California to Mr. Whitney (page 1 of Exhibit "P"). As before, this patent included large tracts of land on both Upper and Lower Roberts Island, which lands connected to both the San Joaquin River and Middle River.

Subsequent Deeds maintain the connection with the Middle River until 1891 when in 1891 the owners Stewart, et al., deeded to Small the current sized parcel, officially described in measurements in chains and links, but generally being the same Northeast quarter of the Northwest quarter referenced above. (See page 3 of Exhibit "P".)

Exhibit "Q" are selections from a book entitled, "The History of San Joaquin County" originally published in 1879. The first part of the Exhibit is a map which shows an interior island slough running up through sections 18 and 19 of One Township South Range 6 East. From the map, one would conclude that the Ratto parcel abuts the slough. To confirm this, I investigated early surveys and found one dated 1903 (Exhibit "R") which appears to be the same slough, but not reaching all the way to the Ratto property. This makes sense in that over time the sloughs were filled in and the ground itself farmed and irrigation practices moved from the use of sloughs to ditches and/or pipelines and eventually pump diversions closer to the main waterway. My investigation also confirmed that this slough had a floodgate used to regulate high flows and

tides in the slough to facilitate irrigation. The existence of the floodgate confirms that interior island farming using slough waters was occurring in this area.

A later survey in the San Joaquin County records shows that an irrigation ditch continues on from the 1903 surveyed slough, apparently along the tract of the slough referenced in the 1879 book; again confirming my earlier testimony about agricultural practices in that farmers typically used existing waterways for their irrigation.

Also in the 1879 book is an illustration of the property of M. C. Fisher. The illustration I believe includes the Ratto property. Although the illustration does not have the slough running north-south which appeared earlier in the book, it identifies a "Willow Slough" running approximately east west. The significance of this illustration is that it shows ongoing farming and a slough to the farm land. These confirm to me that at least as of the date of the illustration, the subject property is being farmed and irrigated in accordance with the agricultural practices of the day; well prior to being physically disconnected from Middle River. Grain crops and pasture appear to cover most all of the land. Also attached is Exhibit "S", a May 19, 1882, Article from the Daily Evening Herald which mentions a Willow Slough Dam, further confirming the use of these sloughs for irrigation.

I don't ascribe any real concerns for the failure of the drawing to show the north-south slough or the failure to show any irrigation improvements. The location of the cross levee and the proximity of the San Joaquin River both indicate the illustrator had a general but not perfect sense of the geography of the area. Nonetheless, I believe it is valuable evidence of ongoing practices at the time.

I next note that when the above-referenced owner Small died, his estate included farming equipment which would be used for the type of farming shown on the illustration, as well as livestock which would be raised for and used as power in the farming operation (see Exhibit "T"). I believe this is another clear indication of the ongoing farming practices of the day.

The next relevant title document is the grant of an easement in 1917 (Exhibit "U"): This document tells us that PG&E will indemnify for any damage to any "crops, cattle, stock . . ." Though only a small reference, it constitutes the specific evidence of activity on the land, and I therefore conclude the property was still being irrigated and farmed via flood gates from sloughs. A later easement for PG&E in 1930 (Exhibit "V") also references the requirement to not interfere with the Grantor's use of the land for "agricultural purposes."

The next relevant documents include three Indentures dated 1964 whereby the owners of the Ratto property enter into agreements to confirm and allow the use of irrigation pipes, etc., to supply water to the subject property over neighboring parcels. Three documents were required as the water is passing over more than one other parcel in its connection to Middle River. Importantly, the one document (Exhibit "W") references that the right of way granted follows "an existing Irrigation Ditch . . ." and an "existing concrete irrigation pipeline." When I trace these existing improvements, I note that they abut the Ratto property. This indicates to me that the water ran to the property before this right-of-way was officially granted. Since it appears the



property was always farmed, the reasonable conclusion is that the documents memorialize an ongoing practice.

Subsequently, the current owner confirms that the property continues to be irrigated and farmed the crops of alfalfa, corn, safflower, wheat, etc.

I therefore conclude the following:

1. The Ratto property was originally part of a parcel abutting Middle River and at the time of disconnect, the intention of the owners to retain the ability to receive water from Middle River or Old River is clear and continuous;
2. Before and after reclamation of this portion of Roberts Island, the Ratto property abutted an unnamed slough off of Old River and likely one or more from Middle River as well (including Willow Slough);
3. It appears that the land has been continuously supplied with water from Middle River or Old River since the mid-1850's through the present for irrigated farming.

### CONN

The Conn property consists of 161 acres, which includes a 41 acre parcel and a 120 acre parcel. This property was also deeded a number of times before being patented from the state. The two parcels were originally in two different patents.

The first Deed includes Sections 1, 2, 12, and 13 in Township 1 South Range 5 East and portions of Sections 5, 6, 7, and Section 18 in Township 1 South Range 6 East. As before, this shows the 41 acre Conn parcel being originally connected to Middle River and the San Joaquin River.

The next five Deeds and the title documents transfer the same gross acreage back and forth until 1876 when Mr. Whitney, the last grantee on these Deeds, got a patent from the State of California. As shown before (page 2 of Exhibit "X"), this patent includes large tracts of land on Upper and Lower Roberts Islands. With regards to the Conn property, the patent includes the west half, northeast quarter, and west half of southeast quarter of Section 6. This generally includes the 41 acre parcel and not the 120 acre parcel. Two subsequent Deeds transfer this smaller of the Conn parcels, but the language is slightly different for a portion of Section 6. The Deed describes the north half and southwest quarter whereas the patent described the west half and northwest quarter. Though different, those descriptions outline a similar portion of property. Both the Deeds and the patent include the west half of the southeast quarter which is the smaller of the Conn parcels. This property continues to be connected to Middle River.

In 1887, another patent covering the 120 acre parcel was issued. Page 4 of Exhibit "X" shows that a Mr. McCloud received a patent in 1887 of just the east half of the southeast quarter of Section 6 and the southwest quarter of the southwest quarter of Section 5 Township 1 South

Range 6 East. This describes the "L" shaped parcel of 120 acres which continues to this date. As per my earlier testimony, there was no use for these Roberts Islands' lands in the 1800's except for farming and animal husbandry. It appears that after the initial deeding of the property in the 1970's, Mr. McCloud had occupied and used the 120 acre parcel such that the last person deeded the property before patenting, did not seek or get that property in his patent. Again, Mr. McCloud had obviously occupied and put the land to use to support his claim. This in combination with other information leads me to conclude that the land was used for farming at least as early as the 1870's.

As previously stated, I have located interior island sloughs which connected the 120 acre parcel to the San Joaquin River (see Exhibit "D"). Given the location of neighboring sloughs, it is likely this slough also connected to Middle River. These were therefore the source of irrigation water for the property. Similarly, the small parcel was likely connected to Middle River and/or the San Joaquin also.

Relevant to these conclusions is the Declaration of Peter Ohm (Exhibit "Y") previously submitted to the Board in support of these four diverters. Mr. Ohm died last year, but his Declaration states that these parcels received water prior to 1914 and probably prior to 1900 via a terra cotta pipe connecting with the San Joaquin River. I have investigated the site and found a portion of the pipe to confirm Mr. Ohm's testimony. A picture is attached here to as Exhibit "J".

The piece of pipe corresponds to the current cross island levee which separates Upper Roberts from Lower Roberts Island, which has been referenced in many of the Deeds describing the Silva and Conn properties. The location of this piece leads me to conclude that the pipeline ran along this feature and thus likely supplied both the Conn parcels from their southern border, it being the up slope side. My investigation confirms that the use of a terra cotta pipe suggests pre-1900 installation. Generally, prior to 1900 various materials such as terra cotta and brick were used to carry water as they were cheaper and locally produced. Use of cement pipes being more common thereafter.

Nearby this site are the remnants of a pump diversion (also located on the map) which the landowner has left in place as "proof" of pre-1914 diversion and use of water. The materials used include cement piping and since the owner places its installation between 1900 and before 1914, further support is given to my dating of the terra cotta pipeline.

One additional confirmation of the irrigation and farming of this land is an 1887 Deed of the 120 acres (Exhibit "Z"). This Deed includes a notation of an existing crop to be harvested and split between the grantor and grantee.

Subsequent transfers combined the two parcels as well as property which included the Silva parcel as of 1951; all of which were owned by a party named Avila. Eventually there was some sort of lease agreement with a party named Silveria, a lawsuit, a bankruptcy, and a settlement agreement dated 1990. The settlement agreement confirmed and split the ownership of the Conn and Silva properties. For our purposes, I note that the settlement agreement requires the Deed to Mr. Conn's predecessor to include the language, "together with the appurtenant water rights and entitlements and a non-exclusive right to use all appurtenant irrigation and

drainage related easements" (Exhibit "AA"). I believe this clearly refers to the Saunders' (Exhibit "BB") easement for irrigation which is the current source/method by which the Silva and Conn properties receive water from Middle River. Apparently, the terra cotta pipe was abandoned when a joint owner made an agreement to get water from Middle River. It is clear from the Ohm Declaration and the current owner's knowledge that the parcel was continuously irrigated most recently from Middle River and prior to that from the San Joaquin River.

Subsequently, the current owner confirms that the property continues to be irrigated and farmed the crops of alfalfa, tomatoes, safflower, wheat, etc.

I therefore conclude the following:

1. The smaller Conn parcel was originally connected to both Middle River and the San Joaquin River, but at the time of disconnect from those waterways, the intentions of the owners to retain the ability to receive water from the San Joaquin River is apparent. The fact that the original patent separated the other parcel from surrounding lands and the main waterways, and that it was done during ongoing farming indicates an intent to keep access to the water of the neighboring channels;
2. Before and after reclamation of this portion of Roberts Island, both the Conn parcels abutted an unnamed slough off of the San Joaquin River and probably also connected to a slough which connected to Middle River; and
3. The land has been continuously supplied with water from both the San Joaquin River or Middle River since the mid-1870's through the present for the purpose of irrigated farming.

#### PHELPS

The Phelps' property consists of three parcels, one of 156.65 acres, one of 76.35 acres, and one of 157.75 acres. These parcels also show deeding before being patented from the state. The first Deed transferred two of the parcels to a Mr. Kidd in 1873 (see page 1 of Exhibit "CC"). My earlier testimony indicates these parcels were connected to a slough off of the San Joaquin River, and probably also off of Old River. The first patent (page 2 of Exhibit "CC") is to Mr. Kidd in 1874 and includes the west half of Section 8, and the east half of the west half of Section 17 of Township 1 South Range 6 East which generally describes two of the Phelps' parcels.

Mr. Kidd then deeded the property to Mr. Whitney who himself received a patent in 1877. This second patent (page 3A of Exhibit "CC") takes in Section 18 of Township 1 South Range 6 East which includes the third Phelps' parcel; all three now being owned by one person (Mr. Whitney) which at the time of this last patent, are connected to Middle River and the San Joaquin River.

All three parcels are subsequently transferred as part of a larger whole. In 1878, only the parcel in Section 18 is transferred to a Mr. Stewart disconnecting it from the rivers. In 1885, the

other two parcels are sold through a sheriff's sale to the Stockton Building and Loan Association (page 5 of Exhibit "CC"). All three parcels are then bought and sold separately until eventually combined under one owner.

Of importance is my conclusion that these lands were continued to be farmed throughout. At a location near the old Brandt Bridge (noted on Exhibit "D") on the San Joaquin River, there remains a brick pipe through the levee which in modern times was closed off and filled with cement. This brick pipe had a floodgate on it which again confirms the local farmer's efforts to control interior island flows for the benefit of agriculture. The common practices would indicate that the waters were used for either direct irrigation or subsurface irrigation. My investigation as well as the fact that the structure was of brick indicate to me that it was in use probably sometime in the 1890's and continuing thereafter. The irrigation off this brick pipe could have connected to the remains of the old sloughs nearby.

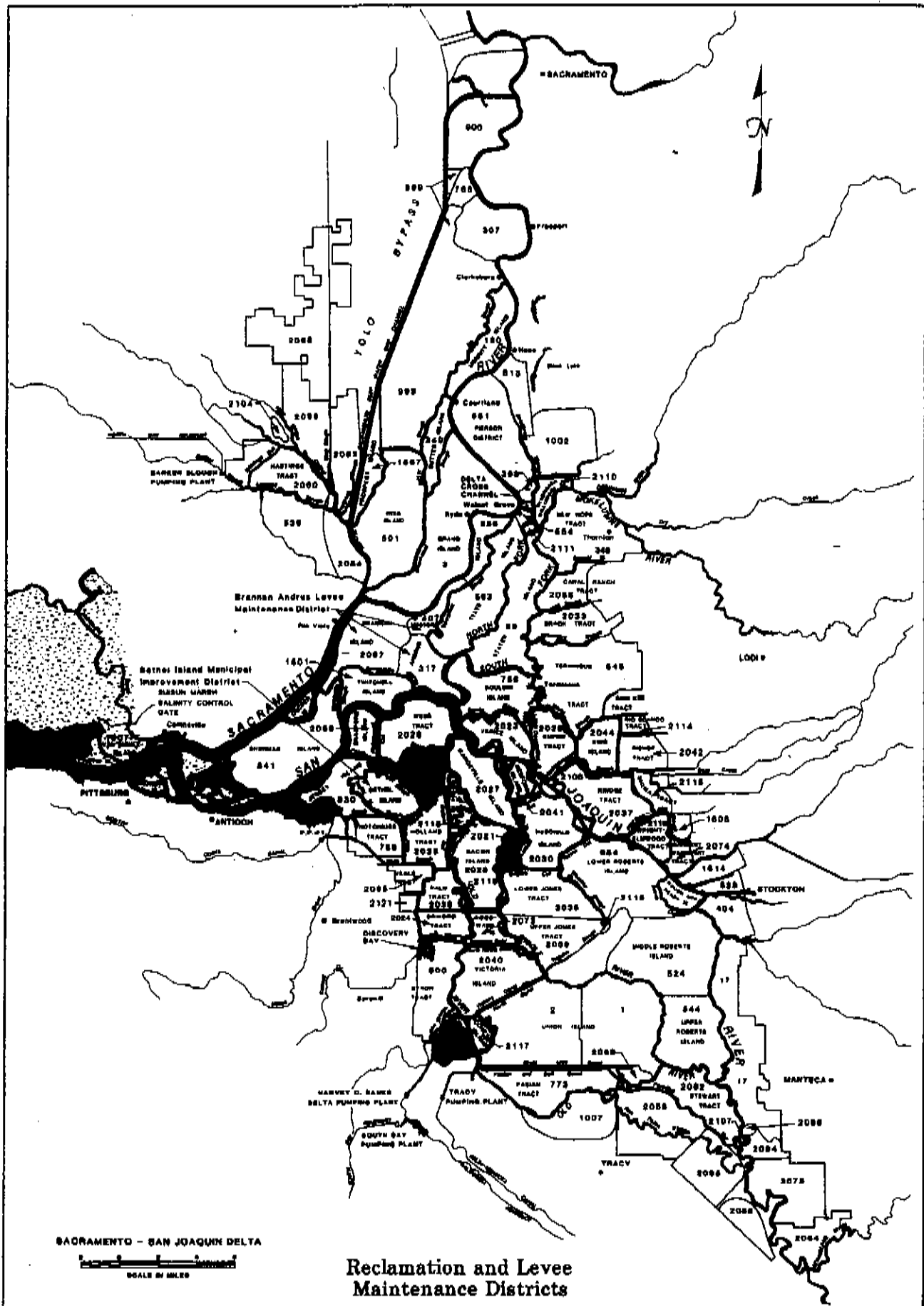
The various owners of these parcels are mostly well-known farming families of the area, again indicating the continued use of the land for agriculture.

The Phelps' parcels were eventually all acquired by the current Mr. Phelps' father. The final document of interest being the 1962 indenture which established the current method of delivering water to the property. The current owner confirms that the property continues to be irrigated and farmed with crops typically being of alfalfa, tomatoes, beans, wheat, cucumbers, asparagus, etc.

I therefore conclude the following:

1. The Phelps' property in Section 18, Township 1 South Range 6 East was originally connected to the San Joaquin River but at the time of disconnect, the intention of the owners to retain the ability to receive water from the San Joaquin is clear and continuous;
2. Before and after reclamation of this portion of Roberts Island, the Phelps' property abutted an unnamed slough off of the San Joaquin River which slough also likely connected to Old River; and
3. It appears that the land has been continuously supplied with water from the San Joaquin River since the mid 1870's through the present for irrigated farming.

Finally, I would like to note that my conclusions herein include my many years of experience in the Delta which has resulted in my exposure to many sources of people. It cannot be seriously asserted that anyone who owns and/or farms Roberts Island lands would intend through any sale a severance of the properties' ability to get water from the neighboring channels.



**ATTACHMENT "B"**

**EXHIBIT "B"**

DAILY EVENING HERALD

DAILY OFFICIAL PAPER

FRIDAY EVENING, JUNE 27, 1879

LOCAL MATTERS

Crops and Prospects on Roberts Island. The reclamation of Roberts Island, the magnitude of the work and its importance to this county, as well as to the State, are matters upon which the general public are pretty well informed. In fact, the names of the projector and of those who completed the extensive system of levees which wall the water out of Roberts Island, are as familiar to the citizens of this city and county as household words. It was with no purpose to recount again the difficulties that were surmounted in reclaiming the island, or to attempt to add to the fame of those who brought this important work, that a Herald representative accepted the invitation of Mr. W. K. Fisher, Superintendent of the upper half of Roberts Island, to make a tour of observation of that part of the island under his charge; not so much to report on the crops that are now being harvested on the island, and the prospects for their thorough and extensive agricultural operations, that are in contemplation for next season. As far as the reclamation is concerned, suffice it to say that thus far it is as successful and fully as satisfactory to all concerned, as was anticipated. Roberts Island is divided nearly in two equal parts by a levee extending from the San Joaquin southward to Middle river, the upper division being owned by Mr. M. C. Fisher, and the lower by the Glasgow Land Company of which Mr. J. W. Ferris is the Superintendent. Our observations extended over the upper division, and were made in company with Mr. W. K. Fisher the Superintendent of that division. This division contains about 14,000 acres. Last year a crop was taken off from about 8,000 acres, and this season upwards of 10,000 were sown. Most of the land is leased by farmers in tracts of from 500 acres to 800 and 1,000 acres, although Mr. Fisher himself cultivates upwards of 1,000 acres, having crops of wheat, barley and potatoes. The crops this year are generally good, although the degree of ex-

cess can be granted. There are fifteen sets of buildings on the island, each set consisting of a comfortable farm house and a barn sixty feet square, shops and other out-buildings. Roberts Island is rapidly assuming the appearance of a settled and prosperous community. It requires no stretch of the imagination and no confidence in the improbable, to picture this island as the most prosperous part of the county, and the very garden spot of the State.

FOURTH OF JULY COMMITTEE.—The General Committee of the Celebration of the Fourth of July met at the City Hall last evening, the President, J. K. Deak, in the Chair. O. M. Clays was elected Secretary pro tem. The Committee on Literary Exercises reported that they had secured the services of A. Van R. Peterson, as orator; C. M. Keniston, reader of the Declaration of Independence; Rev. D. N. Burrows, as Chaplain; Miss Agnes Jenks, as reader of a patriotic poem; and that National songs would be sung by the children of the Public Schools, under the direction of Professor Jackson. Mr. Gall, Chairman of the Finance Committee, reported collections to the amount of \$656 05, and \$33 50 subscribed and not paid.

The City Military Band and Harris's Silver Band were employed to furnish music at the rate of \$150 for each band of ten or more pieces. H. G. Robinson and M. Brisco were added to the Committee on Decorations, by the President.

The Committee then adjourned till tomorrow (Saturday) evening, at eight o'clock.

WHEAT.—The wheat receipts at the Centre-street depot to-day consist of 10 cars, consigned as follows: J. D. Peters, 2; M. Reynolds, 5; Sperry & Co., 2. Captain L. D. Hamilton shipped 2,616 casks of wheat by the steamer Mary Gerratt; L. E. Bostwick shipped 85 tons by the schooner U. S. Grant, and 75 tons by the schooner Carolina; Z. M. Reynolds shipped 420 tons by the barge Brooklyn. Wheat is quoted at \$1.55 to \$1.65.

ENTIREMENTS.—Sperry & Co. shipped 5,000 quarters of flour and 10 tons of bran; L. E. Bostwick, 65 tons of iron; J. D. Peters, 4 bales of wool; L. De Matin.

The following report of the convention candidates for error. It may be that the Record's impartiality the editors do, and t Mr. Lawton, o Hugh J. Glenn, qualifications of; is a large farmer, plays no Chinese favored the new and was threaten be did so, but w bankers to crush his principles; [Applause.] Mr. Spott so and eulogised Dr the strongest man [Applause.] Judge W. B. I he wanted a man the Convention Downey. [Great the Democrats Convention, and Democrats should ticket. [Great a canes had contro Governor is a p Constitution can eulogised Govern asked the Convent orate such a man certain sound—a the State can vot charges against I he was a great ar like the word can conclusion, that follow Dr. Glenn. can command ti north of the Stat the State is Dem sweep the whole Mr. Showball, nomination of G will so demoralize that it dare not o; He was not autho Democratic party an old line Dem the party would i Dr. Womencraft Howard, whose p Blaine. [Applause of the new Consti made to accept, problem. Alexander Cam nominated Jons of Alameda. [A of him, as one the position—a n tion, self-educator

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acres, having crops of wheat, barley and potatoes. The crops this year are generally good, although the degree of excellence varies from first rate down to very poor—the poor crops, however, being the exception and confined to spots of from three or four acres to one hundred acres, according to the time of seeding and the condition of the ground. On the northern half of this tract the land seeded was all new, never having been subsoiled, while on the southern portion crops were raised last year, the cost of tillage thus being naturally reduced and the certainty of a crop correspondingly increased. A very great obstacle in the way of subsoiling the lands and bringing them into cultivation were the tules, which it was both nearly impossible to kill with the plow and to prevent from burning up in the dry season. It was finally determined by Mr. Fisher to resort to fire to destroy the tules, as it was found that it was much safer to superintend the destruction of the tules in that way and have it done systematically than to allow the fire to burn when it happened to catch—as catch it would—and to try to plow down what were not burned. The latter plan has worked satisfactorily and a large part, if not the greater part of this division of the Island had been burned over. The fire only destroyed the tule sod and in no place burned deeply. The surface has been left level and clear, interspersed with occasional patches of tules in low places. These spots are to be burned before the second crop will be planted, and another year the landscape will present an unbroken prospect of waving wheat and barley. This is now the case on all the Southern end of the tract, where, as far as the eye can reach, extend fields of grain ripe and ripening. All over the Island can be seen gangs of harvesters, and occasionally a gang of threshers, at work gathering the crop. The grain on land that was cultivated last year is very even of good growth and generally plump. In many places both the new as well as the old land has produced a bumper crop, and the harvest is well advanced. The grain, however, has not been threshed, and the straw is still in the fields.

...the Sacramento has... Mrs. Laura De Force Gordon is reading... in the office of Raymond & Allen in... She intends to apply for admission to the Supreme Court next... CHAIR FIRE—It is reported that ten thousand acres of grain were destroyed last night in Stanislaus county, belonging to the Warner Brothers and Mrs. Fagin. Loss not known. No insurance. ... Professor H. O. ... Washington College, will ...

NO. 2012  
SHIPMENTS.—Sperry & Co. shipped 6,000 quarters of flour and 10 tons of bran; I. S. Bostwick, 65 tons of yarn; J. D. Peters, 4 bales of wool; L. De Blainville, 7 bales of wool; R. B. Lane, 500 quarters of flour; Pacific Tannery, a lot of hides, leather and glue stock; P. Musto and Shepherd Bros., poultry and eggs; T. A. Crawford, several hundred sacks of onions and potatoes by the steamer Mary Garratt.

DISAPPEARED.—Mr. J. E. Duff, formerly Railroad Agent at Stockton, but recently Auditor of the Eureka and Palisade R. R. Company, mysteriously disappeared from Eureka, (Nev.), some weeks since that his accounts are all right. He has gone to the Sandwich Islands, leaving his wife and child. He was well-to-do and highly respected, and his disappearance is unaccountable.

FLAGS FOR EVERYBODY.—Mr. D. S. Rosenbaum, the popular one-price clothier, is determined to please his patrons in some manner or another. He has a great number of American flags, and he has determined to make a gift of one to each of his customers. The flags can be obtained by calling at his store at the corner of Main and San Joaquin streets.

"Ours."—The Stockton Dramatic Society presented the military drama of "Ours" to quite a fair sized audience at the theatre last evening, playing for the benefit of the Stockton Guard, N. G. C. The indications are that there will be a much larger audience in attendance this evening, when the same play will be repeated.

PERSONAL.—The Sacramento has... Mrs. Laura De Force Gordon is reading... in the office of Raymond & Allen in... She intends to apply for admission to the Supreme Court next...

CHAIR FIRE—It is reported that ten thousand acres of grain were destroyed last night in Stanislaus county, belonging to the Warner Brothers and Mrs. Fagin. Loss not known. No insurance.

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gathered the crop. The grain on land that was cultivated last year is very even, of good growth, and unusually plump. In many places, both on the new, as well as on the old land, the grain is lodged and twisted so that harvesting is a difficult and perplexing job, and owing the grain, however, having the consolation that no man, ever yet became poor by raising lodged grain. On all this tract of 14,000 acres there is not a rod of waste land, even the grounds that formerly stood during the dry season in the Island, being dry and growing crops of grain. The southern half of the upper division now presents the appearance of a settled community, within the last two years, and since the reclamation was completed, two school districts having been formed, and school maintained during the greater part of the year. The northern half still retains a new appearance consequent upon its recent sub-

division of all the independent farms, and the business of the Island seems to be in a more settled condition, the effect being seen in many places, both in wheat and barley. The effect on the wheat, except on that grown by Mr. J. M. Garwood on the ranch of Dr. E. Walton Todd, which was destroyed, being very slight, and seen only on occasional heads, but a large amount of the barley on all parts of the Island, was considerably injured. The grains of injured barley are small, and a new growth has sprung up, and is now just reaching maturity. This state is a great perplexity, to the farmer, as to determine exactly at what time it will be profitable, and safe to harvest, and the existing operations on the Island, have been so interrupted, that the season has had by various means, a very general and unfavorable result for the next year having been made

of waste land, even the grounds that formerly stood during the dry season in the Island, being dry and growing crops of grain. The southern half of the upper division now presents the appearance of a settled community, within the last two years, and since the reclamation was completed, two school districts having been formed, and school maintained during the greater part of the year. The northern half still retains a new appearance consequent upon its recent sub-

**GRAIN FIRE.**—It is reported that ten thousand acres of grain were destroyed last night in Stanislaus county, belonging to the Warner Brothers and Mrs. Magin. Loss not known. No insurance.

**SERMON READINGS.**—Professor H. O. Eastman, of Washington College, will attend the ice-cream social at the Baptist Church this evening, and favor the audience with some select readings.

**POLICE COURT.**—One unfortunate drunk forfeited \$5 to-day by his non-appearance in Court.

**THE COURTS.**

**District Court.**—Hon. S. A. Becker, Judge. FRIDAY, June 27th, 1879.

**Thomas Connor vs. R. F. Kohlberg.**—Defendant's motion to dissolve and set aside the injunction, in this action, was brought in for hearing this day and argued, and denied by the Court. Defendant's demurrer was overruled. Plaintiff asked time to file counter affidavits in support of his motion, and was allowed, until Wednesday, July 24, at 10 o'clock, to file such affidavits.

**Hearing on the report of the Commissioners herein was continued and set for Saturday, July 5th, 1879, at 10 o'clock.**

**Court adjourned until to-morrow at 10 o'clock.**

**County Court.**—Hon. W. E. Brewster, Judge. FRIDAY, June 27th.

**C. H. Gordon vs. E. L. Drake.**—The argument on plaintiff's motion for a new trial is hereby continued, and set for 10 o'clock on Tuesday, the 1st.

**N. A. Comstock vs. His Creditors.**—Order for Assignee to sell property of the estate.

**David Lewis vs. His Creditors.**—Order for Assignee to sell property of the estate.

**J. O. Walden vs. His Creditors.**—Order for Assignee to sell property; discharge of discharge in insolvency.

**Court adjourned to 10 o'clock A. M. Monday.**

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...MELLINI GRILLI MOD... approached a publisher of one of the numerous seven-by-nine give-away weekly publications and made a proposition to take a half interest in the concern, saying that he was desirous of making it a "tri-weekly published twice a week." Unfortunately the offer was not accepted and journalism is likely not to receive the benefit of that young man's genius. The *Call* offers better inducements to writers of the "funeral obsequies," "events to transpire" and "tri-weekly twice a week" order of intellect than any other paper on the coast. Application should be made to Loring Pickering.

**WHEAT.**—The wheat receipts at the Centre street depot to-day, consist of 48 cars consigned as follows: Farmers' Union, 10; L. Bishop, 4; A. C. Paulsell, 1; W. G. Langdon, 1; Stewart & Derick, 4; M. Reynolds, 4; Stewart & Smith, 6; J. D. Peters, 6; J. W. Campbell, 1; I. S. Bostwick, 8. Stewart & Smith shipped 68 tons by the schooner *Travler*, 110 tons by the schooner *Arab*, 3 tons by the schooner *Rainbow*, and received 1,000 sacks by teams. J. D. Peters shipped 120 tons by the schooner *onia*, 450 tons by the barge *Commerce*, received 2,000 sacks by teams, and 1,400 sacks of barley from up the San Joaquin river by the steamer *Alice*. I. S. Bostwick shipped 20 tons by the steamer *Mary Gerrard*, and received 1,500 sacks by teams. Wheat is quoted at \$1.35 to \$1.37.

**OUT AND IN.**—John Crowley and Charles Miller, two individuals arrested this morning by officer McCloud on suspicion, were taken to jail and searched. During the time they were detained by the officers they became very unruly, and thought that one had been blowing the other. It was agreed to settle the matter by installing in a general law field was not inclined to direct, but to bring the row to an end dismissed one of the workmen and held the other until he thought that thought was had elapsed to allow them to get out of sight. No sooner was he let out before they came together in the vicinity of the jail, and after punting each other for a while, were led

by the district NO. 2606 ab? 18/34 Kelly Little, "Old" Learned and one or two more intellectual giants who can see further into the Republican grindstone than "The-in-ances," to believe that that they ought to die in defense of their "principles" rather than neglect an opportunity of making themselves ridiculous by nominating a ticket which would have no show for an election. Perhaps some of the rank and file suppose that a regular Kearney ticket will be nominated, with "old" Learned for Senator. They are likely to be deceived, to be sold out; and if the statement of a prominent officer of the Workingmen's club is to be taken as reliable—and all their officers are honorable men—the bargain has already been closed. This officer stated yesterday that the Workingmen would endorse the Republican county ticket—or a great part of it. In return for this very considerable favor, the Republicans, he said, had agreed to furnish the Workingmen with funds to carry on a campaign sheet in defense of their principles, and to contribute money to aid in the payment of other campaign expenses. This would, it seems, ordinarily be sufficient to demonstrate the fact that the Workingmen's movement is now kept alive in other parts of the State and in this county, by the Republicans, who propose to risk San Francisco in the hands of the Kearneyites in the hope of electing the monopoly candidates to the important offices of the State and to the Legislature. The Workingmen's movement in this county has been managed for the last three months by Republicans, in the interest of the Republican party, through convenient tools. The Workingmen are sold out.

**THE COURTS.**

District Court—Hon. S. A. Brown, Judge  
FRIDAY, August 2, 1879.  
William Helmsman, a native of Germany, admitted to citizenship on the testimony of A. Lutz and Chas. Buecher.  
The Bank of Stockton vs. A. Easton—Defendant's demurrer overruled and defendant allowed 20 days to answer.  
E. F. Sanders, Administrator, vs. John Carman, Chas. Cortal et al.—Defendant allowed until Tuesday, August 10th, to file affidavit for vacation of hearing on motion for change of venue.

THE SETTLEMENT GEOGRAPHY  
OF THE  
SACRAMENTO-SAN JOAQUIN DELTA, CALIFORNIA

A DISSERTATION  
SUBMITTED TO THE COMMITTEE ON GRADUATE STUDY  
OF STANFORD UNIVERSITY  
IN PARTIAL FULFILLMENT OF THE REQUIREMENTS  
FOR THE DEGREE OF  
DOCTOR OF PHILOSOPHY  
IN  
GEOGRAPHY

By  
John Thompson  
December 1957

EXHIBIT "C"

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below tide water insuring saturation and volume maintenance. Under such conditions the peat is preserved, and remains as seepage-proof as oakum calked into a seam."<sup>15</sup>

#### Damming Sloughs

Prior to building levees on a tract it was common practice to dam the numerous sloughs by which it was drained. The dams were built on the levee line or slightly inward of it.<sup>16</sup> In most cases, local fill was used in the structure, though piling and stone sometimes were added to give substance.

In some parts of the delta a larger cross section of fill was amassed in the dams than in the adjacent levees. On Union Island, for instance, dams were built three feet higher and four feet wider than the levees.<sup>17</sup> Twelvemile Slough, in the present Wright Tract, was dammed in 1875 with a peat structure that had a crown width of 100 feet and a base width of 150 feet. The dam was given a freeboard height at high tide of 10 feet. These dimensions were considered adequate to stem the pressures of a channel 120 feet broad and 18 feet deep at high tide. Weight and shrinkage factors in peat

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<sup>15</sup>wright letter to Williams.

<sup>16</sup>The earliest descriptions known to this writer are the reports of O. P. Beasley and J. M. Sidwell in Annual Report of the Surveyor General for the Year 1860, pp. 54-56.

<sup>17</sup>Henry M. Naglee, Letter to Wm. H. Hall and Board of Engineers of the State of California upon the Subject of the Reclamation of the Overflowed Lands of the San Joaquin Valley, September 20, 1879 (San Jose: McNeill Bros., 1879), p. 9.

necessitated a great deal of bulk in the initial structure.<sup>18</sup> How widespread this practice was elsewhere could not be determined from preserved accounts.

Dams were always furnished with sluiceways and gates; the drainage capacities of the installations were commensurate to the area served. The facilities also served as controls of irrigation water.<sup>19</sup> Twelvemile Slough was pierced by four timbered sluiceways, each of which had a pair of bolted double-plank tide gates.<sup>20</sup> Redwood was the preferred material at first, but after 1885 wood began to be replaced by more durable flanged tubes of boiler iron. Cast-iron tide gates probably came into wider use about this time. To reduce the seepage hazard along the outer line of the conduits, clay was packed in closely around them prior to placing the remainder of the fill.<sup>21</sup>

#### The Levees

Levee specifications varied according to site requirements and the resources and objectives of the builders. In

<sup>18</sup>"Reclamation of Tide Lands," *SWI*, Nov. 14, 1875, p. 5; "Reclaiming the Tide Lands," *ibid.*, April 10, 1875, p. 5.

<sup>19</sup>"Reclamation of Swamp and Overflowed Lands in California," *loc. cit.*

<sup>20</sup>The sluiceways and gates required 24,000 feet of lumber per unit and cost \$300 each. The whole dam cost \$3,200 to complete. It required 24 days for a gang of 78 Chinese laborers to do the work. "Reclaiming the Tide Lands," *SWI*, April 10, 1875, p. 5.

<sup>21</sup>"Reclamation of Marsh Lands in California," *PRE*, May 30, 1885, p. 510.

### Removing the Tules

Burning was the accepted method of removing stands of tules. It was done in the fall, after the tops had died and when the sod was driest. Sometimes the standing tules were rolled or mowed before burning to insure more thorough destruction of the vegetation. At other times the standing cover was burned subsequent to the burning of the sod. Whatever the timing, the object was to remove an enormous bulk of matted material which hindered other steps in land preparation such as ditching or plowing.<sup>9</sup>

### Breaking the Soil with Fire

Burning was also the cheapest and quickest method of reducing the fibrous organic soil to a workable condition. From the earliest times there was an awareness that the organic material lost about half of its original volume with burning, and that the surface of the land was lowered accordingly. Deeper burning was to be avoided.<sup>10</sup> The depth of

<sup>9</sup>A representative roller, used on the Lisbon District, consisted of double cylinders mounted in a frame similar to that of a reaper. The diameter of the cylinders was about six feet. The equipment was mounted in front of the horses. "A Ride through Lisbon District," PRP, Jan. 19, 1878, p. 34. Rollers of ten feet diameter, pushed by four horses and steered into the tules by means of a rudder wheel are described also. Illustrations of Contra Costa Co., . . . p. 8; Tide Land Reclamation Co. (1869), op. cit., p. 39, citing SF Times, June 22, 1869; Munro-Fraser, History of Contra Costa County, . . . p. 54; Hoag, loc. cit., p. 341; "Our Reclaimed Tule Lands," PRP, April 3, 1875, p. 1; "A New Shipping Point," ENI, Aug. 24, 1878, p. 2; Nordhoff, op. cit., p. 130.

<sup>10</sup>Tide Land Reclamation Co. (1869), op. cit., p. 39.

fire penetration was controllable a little by using the tide gates to manage water levels in the tract or by postponing the burning until desiccation had taken place to a desired depth. There is no direct evidence that the water levels were controlled for this purpose in the early reclamation days. Rather, the depth of burn was controlled by the timing; early burns resulted in shallow penetration because dampness retarded the fire.<sup>11</sup> It seemed to be customary to let the turf dry enough to be burned 6 to 18 inches deep.<sup>12</sup> The thoroughness and penetration of fire was greatest in the peat areas, and it diminished as the mineral content of sod increased. On the upper portion of Roberts Island, for instance, some of the burning would reach into only the top six or seven inches of peaty material.<sup>13</sup>

The general practice was to ignite the sod in many places.<sup>14</sup> One procedure was to have a Chinese laborer dig holes into the turf, followed by a second man who dropped wisps of straw into the holes and started the fires.<sup>15</sup> A second method, devised by a farmer on Upper Roberts Island when he could not start fires otherwise, was to ignite

<sup>11</sup>"Reclamation of Swamp and Overflowed Lands in California," Report of the /U.S./ Commissioner of Agriculture for the Year 1872, p. 185.

<sup>12</sup>Tide Land Reclamation Co. (1869), loc. cit.; Browne, loc. cit., p. 397.

<sup>13</sup>"Burning Tules," FRP, Nov. 16, 1878, p. 309.

<sup>14</sup>Tide Land Reclamation Co. (1869), loc. cit.

<sup>15</sup>Nordhoff, op. cit., pp. 130-31.

kerosene that had been poured into numerous depressions kicked into the turf.<sup>16</sup> Willows and other undesirable woody growth were cut out of the ground after the fires.<sup>17</sup>

Ashes and the scorched alluvium that remained after the fire usually would not support horses or oxen.<sup>18</sup> Even though walking on peat ash surfaces was disagreeable, sowing was done by hand, commonly with a coffee-mill sower.<sup>19</sup> The broadcast seed was brushed in by dragging branches over the ashes,<sup>20</sup> or it was trampled in by slowly and systematically driving compact bands of sheep over the surface. Bands of 200, 300, and 500 sheep did thorough work. In districts where the mineral soil particles formed a large proportion of the volume of a soil, or where the peat was well dried out, plowing and harrowing preceded seeding and harrowing.<sup>21</sup>

While to burn and "sheep-in" land must have involved variable costs, records of the expenses entailed are sketchy. The following data may or may not have been representative. A tract of 1,500 acres was burned in 1871 or 1872 for \$100.<sup>22</sup>

<sup>16</sup>"Burning Tules," FRP, Nov. 16, 1878, p. 309.

<sup>17</sup>San Joaquin County Board of Supervisors, San Joaquin County, California, for the Farmer, p. 51.

<sup>18</sup>Hoag, loc. cit., p. 343.

<sup>19</sup>Nordhoff, op. cit., p. 131. Seeding was done at a rate of 20 to 40 pounds per acre. "Our Reclaimed Tule Lands," FRP, April 3, 1875, p. 221.

<sup>20</sup>Ibid.; Tide Land Reclamation Co. (1869). loc. cit.

<sup>21</sup>Hoag, loc. cit., p. 341; "Cultivation of the Tule Land," SWI, Jan. 18, 1879, p. 5.

<sup>22</sup>Nordhoff, loc. cit.

To "sheep-in" cost from 35 cents to \$1.25 per acre.<sup>23</sup> A band of 500 sheep could cover about 10 to 16 acres per day, allowing time for feeding on the levees or on volunteer cover.<sup>24</sup> In later years, rolling, burning, and grubbing cost \$3.75 per acre, plowing \$5.00, and harrowing \$1.25.<sup>25</sup>

The first grain crops averaged up to 40 and 60 bushels per acre, though not consistently. Harvesting with headers was accompanied by rather large grain losses. Sometimes sheep were permitted to glean and to tramp in seed for a volunteer second crop. At other times the second crop was encouraged by plowing with a two-share gang plow drawn by four horses wearing tule shoes.<sup>26</sup> By this time desiccation and oxidation had proceeded far enough that the organic soil would support the teams.

Economy was not the only reason that made the burning of tule turf attractive to farmers. It produced fairly good seedbeds. Also, it was believed that the fires prevented "disastrous miasma," and in so doing made the islands more habitable.<sup>27</sup> More important, the system often resulted in

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<sup>23</sup>Tide Land Reclamation Co. (1869), loc. cit.; "Reclamation of Swamp and Overflowed Lands in California," loc. cit.

<sup>24</sup>ibid.; Nordhoff, loc. cit.

<sup>25</sup>San Joaquin County Board of Supervisors, loc. cit.

<sup>26</sup>Nordhoff, loc. cit.; Hoag, loc. cit., p. 343.

<sup>27</sup>"A Ride through the Tule Country," SWI, Sept. 1, 1877, p. 5; "Burning Tules," PRE, Nov. 15, 1876, p. 309.

spectacular yields which "contributed to keep up the delusion that such was a proper treatment of these lands."<sup>28</sup>

The practice of burning peat had serious shortcomings. The fires were likely to penetrate irregularly, burning deep holes here and there; or to progress irregularly, leaving hummocks of unaltered living and dead organic material among the ashes.<sup>29</sup> The uneven surfaces that resulted hindered efficient operation of teams and equipment.<sup>30</sup> Lowered surfaces were harder and more expensive to keep drained.<sup>31</sup> Soils were depleted, and mineral salts became concentrated in a narrower zone. The occasional escape of fire into peat levees threatened immediate disaster. The dense smoke and ashes that blew eastward caused discomfort in communities to leeward.<sup>32</sup>

#### Breaking the Soil with the Plow

Virgin peat was difficult to plow before mechanically powered equipment came into use. When it was wet it was too

<sup>28</sup>"Burning Tule Lands," ed. of SF Bulletin, Jan. 17, 1879, in BS, Set W 18:2, p. 317.

<sup>29</sup>Nordhoff, op. cit., p. 130.

<sup>30</sup>Browne, loc. cit.

<sup>31</sup>"Burning the Tule Lands," SF Bulletin, March 24, 1879, in BS, Set W 18:2, p. 317.

<sup>32</sup>An interesting case of a fire escaping into the levee of Lower Roberts Island occurred in November of 1878. The fire was restricted to a 450-foot section by cutting trenches into the levee; it was put out by pouring on water for a day and a half. The water was pumped by a fire engine which had to be barged some 60 miles from Stockton to reach the fire. "The Roberts' Island Fire," SNI, Nov. 2, 1878, p. 7.



By the 1870's farming was flourishing. The delta's early vegetables earned premium prices in central California cities, while the staple potatoes and beans comprised a large share of the state's produce.<sup>1</sup> Livestock, dairy products, and hay were shipped to San Francisco Bay cities, as were also deciduous fruits, chiefly peaches and pears. Moreover, the premium fruit found ready markets in the East once trans-continental rail shipments were feasible. Wheat, California's second golden harvest, was produced in the delta for export.

Some irrigating had been done earlier, but the practice does not appear to have become a common part of delta farming until the 1870's. Flood irrigation had been tried on small grain by 1871, but was given up because of the excessive weed growth that resulted.<sup>2</sup> For other crops land soaking before planting or flood irrigation were practices in use during the 1870's. Subirrigation prior to plowing and planting dates from the same decade; it was originally used for beans and potatoes or to encourage the growth of a volunteer hay crop.<sup>3</sup> Since then subirrigation has been used on all growing crops.

<sup>1</sup>In 1875 nearly all of the delta produce trade was with San Francisco. "Down the River," Sacramento Bee, Nov. 5, 1875, in RS, Set W 5, "California Counties; Santa Cruz to Yuba," p. 1870.

<sup>2</sup>"Sherman Island Improvements," MSP, May 22, 1869, p. 330.

<sup>3</sup>"Crops on Sherman Island," correspondence to SF Bulletin, May 21, 1871, in RS, Set W 18:1, p. 147; "The Tule

Irrigation water was delivered to the backswamp land through tidal gates and drainage ditches in the 1870's. Filled mains backed water into field ditches of two- to four-foot depth; from these the water spread along the six-inch- to two-foot-deep laterals ("spud ditches") which were spaced at intervals of 65 to 85 feet. Seepage occurred in the peat soils. Water levels were controlled with dams across the ditches.<sup>4</sup>

Water delivery systems independent of drainage ditches were in use by the latter 1870's.<sup>5</sup> These systems were maintained by the farmer, only the drainage system being the responsibility of the reclamation districts. Water wheels, windmills, and low-head pumps were used on the higher alluvial banks<sup>6</sup> where furrow and check irrigation were the rule. Gravity flow and siphons after the 1900's were used on the lower tracts.<sup>7</sup> Nevertheless, it appears that much of the

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Lands of the San Joaquin," SF Bulletin, March 24, 1879, in ES, Set W 18:2, p. 336; "Reclamation of Swamp and Overflowed Lands in California," Report of the U.S. Commissioner of Agriculture for the Year 1872, p. 186; "Agricultural Notes--Contra Costa," PRF, April 5, 1879, p. 228.

<sup>4</sup>Letter of H. Eugene H. to ed., FRP, Feb. 11, 1878, in BLS, No. 21, p. 274; Report of the Conservation Commission of the State of California, January 1, 1913, p. 222.

<sup>5</sup>"Tule Farming," SWI, March 31, 1877, p. 7.

<sup>6</sup>McKeag, "Delta Report," Unit 3.

<sup>7</sup>"How Rich Land Is Saved from California Rivers," FRP, July 1, 1905, p. 5; Wells, "Tilling the 'Tules' of California," loc. cit., p. 314; idem., "San Joaquin County, California," loc. cit., p. 695.

land was without irrigation as late as 1898, when, to save grain crops, the Moss Tract levee was breached to admit water, and a steamer was used to pump water onto Rough and Ready Island.<sup>8</sup>

#### Agriculture, 1900-1924

Although it began earlier, the transformation of delta farming of perishable crops from garden to field agriculture is essentially a twentieth century development. Asparagus, celery, and tomatoes were handled thereafter on a scale previously associated only with such hardy staples as potatoes, beans, and onions. Sugar beets developed into an important cash crop. The scale of all operations expanded rapidly. Barley replaced wheat as the major winter grain crop. Dairying grew apace in the San Joaquin delta. To the north, along the natural levees of the Sacramento, Bartlett pear orchards reached their prime. Alfalfa hay was cut for the city livery trade or, along with crop waste and other feed, was moved to market in the form of beef and mutton.

Marketing methods altered around 1900. Canneries and wholesale produce houses began to handle delta crops directly; trade names and product standards were adopted; and buyers went into the field to contract for crops. Earlier the

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<sup>8</sup>Cosby, "Delta History Notes," pp. 18-19; SWI, March 25, 1898; ibid., April 9, 1898. In 1909 less than half of the reclaimed land was irrigable. Report of the Conservation Commission of the State of California, January 1, 1913, pp. 165, 222-23.

west of Stockton, and supported truck gardens along the San Joaquin.<sup>25</sup>

An idea of the nature of small-scale farming in the 1870's is afforded by glimpses of activity at Rough and Ready, Roberts, and Sherman islands. On Rough and Ready Island a handful of Italian share tenants and hired hands worked several properties, raising tomatoes, peppers, egg-plants, a little asparagus, and other truck crops. Some 12 acres of deciduous orchard and vine and a few acres of alfalfa were farmed at the eastern end of the island. At times the orchard owner and largest operator was able to ship \$1,000 worth of produce per week to San Francisco and Stockton.<sup>26</sup> By early 1879 the island was shared with cultivators who raised field crops of barley, potatoes, corn, and beans on the lower back-slopes and in the reclaimed back-swamps. The relationship of truck gardens to island peripheries and of field agriculture to the lower land was established early.<sup>27</sup>

The conversion of natural levees into farm land on Roberts Island may be credited to Chinese lessees who, at

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<sup>25</sup>"San Joaquin News," SF Alta, June 10 and 13, 1852, in ES, Set W 4, p. 1397; "San Joaquin News," SF Alta, Sept. 26, 1852, in ES, Set W 4, p. 1406; Report of the Commissioner of Public Works /1894/, p. 14.

<sup>26</sup>"Tule Farming," SWI, March 3, 1877, p. 7.

<sup>27</sup>"Agricultural Notes--San Joaquin County," FRP, April 26, 1879, p. 277; "Down Among the Tules," SF Bulletin, Feb. 23, 1880, in ES, Set W 4, pp. 1510-11.

least by 1869, were establishing truck and fruit gardens on the San Joaquin River side of Roberts Island.<sup>28</sup> South of Rough and Ready Island the cleared land had become an almost continuous series of 6- to 50-acre cultivated plots by 1875. The farmed strip stretched into the island 200 to 500 feet. Another 60-acre strip of cultivated levee was located on the west side of the island to the north of the Pescadero Grant line. Here and there along the levee were the homes and barns of a dozen white families, chiefly grain and bean farmers and stock owners.<sup>29</sup> Scattered clusters of Chinese gardeners occupied the Grant land. Like the renters to the north, the Chinese raised onions, beans, and blackberries.<sup>30</sup>

Once the land development companies began to reclaim the backswamps in the 1870's, the land use pattern changed. Extensive grain fields appeared over the interior of Roberts Island.<sup>31</sup> The white lessees were mainland residents as well as island settlers. Most of the latter lived within a mile of the river; their houses occupied slight alluvial prominences amidst the grain fields. Some of their farm structures had been built by the land developers as base camps for

<sup>28</sup>"Notes of a Trip Up the San Joaquin River," letter to ed., SWI, June 19, 1869, p. 5.

<sup>29</sup>One farm, described in 1877, consisted of 170 acres, of which 60 were wheat, 10 barley, and 10 beans. The rest was tule, useful for pasture. "A Tule Land Farm," SWI, March 24, 1877, p. 7.

<sup>30</sup>"Among the Tules," SWI, Oct. 7, 1876, p. 5.

<sup>31</sup>"Down among the Tules," SP Bulletin, Feb. 23, 1880, in ES, Set W 4, p. 1511; "Agricultural Selections," SP Bulletin, Aug. 26, 1878, in ES, Set W 18:2, p. 295.

the reclamation and land clearing crews.<sup>32</sup> In addition to the expansion of grain fields over the interior of the island, an enlargement of bean and potato acreage occurred near the river, where the thrifty Chinese and Italians even planted on the artificial levee.<sup>33</sup> A few small deciduous orchards were scattered around the higher periphery too.<sup>34</sup>

Sherman Island developed an agricultural landscape similar to the one at Roberts Island. In the years when the island remained dry, wheat and barley acreage was extensive; there were about 4,150 acres of small grain in 1871,<sup>35</sup> 7,000 acres in 1873/74,<sup>36</sup> and 10,000 acres in 1874/75 (flooded).<sup>37</sup> As a rule, the wheat and barley were planted on high-water-table virgin or young soil while the rented produce land was located near the river. Chinese farmers raised potatoes,

<sup>32</sup>"Gigantic Enterprise," *SMI*, Sept. 25, 1875, p. 4; "A Ride through the Tule Country," *ibid.*, Sept. 1, 1877, p. 5.

<sup>33</sup>"Through San Joaquin County," *SF Bulletin*, March 22, 1879, in *BS*, Set W 4, p. 1502.

<sup>34</sup>"Supplemental Report on the Condition of Various Fruit Districts," Third Biennial Report of the State Board of Horticulture of the State of California for the Thirty-eighth and Thirty-ninth Fiscal Years (Sacramento: 1888), p. 261.

<sup>35</sup>This writer's estimate is based on a reported 100,000-sack crop for the 1870/71 season. "A Tour through the Interior," *SF Alta*, Sept. 23, 1872, in *BS*, Set W 18:1, pp. 154-55.

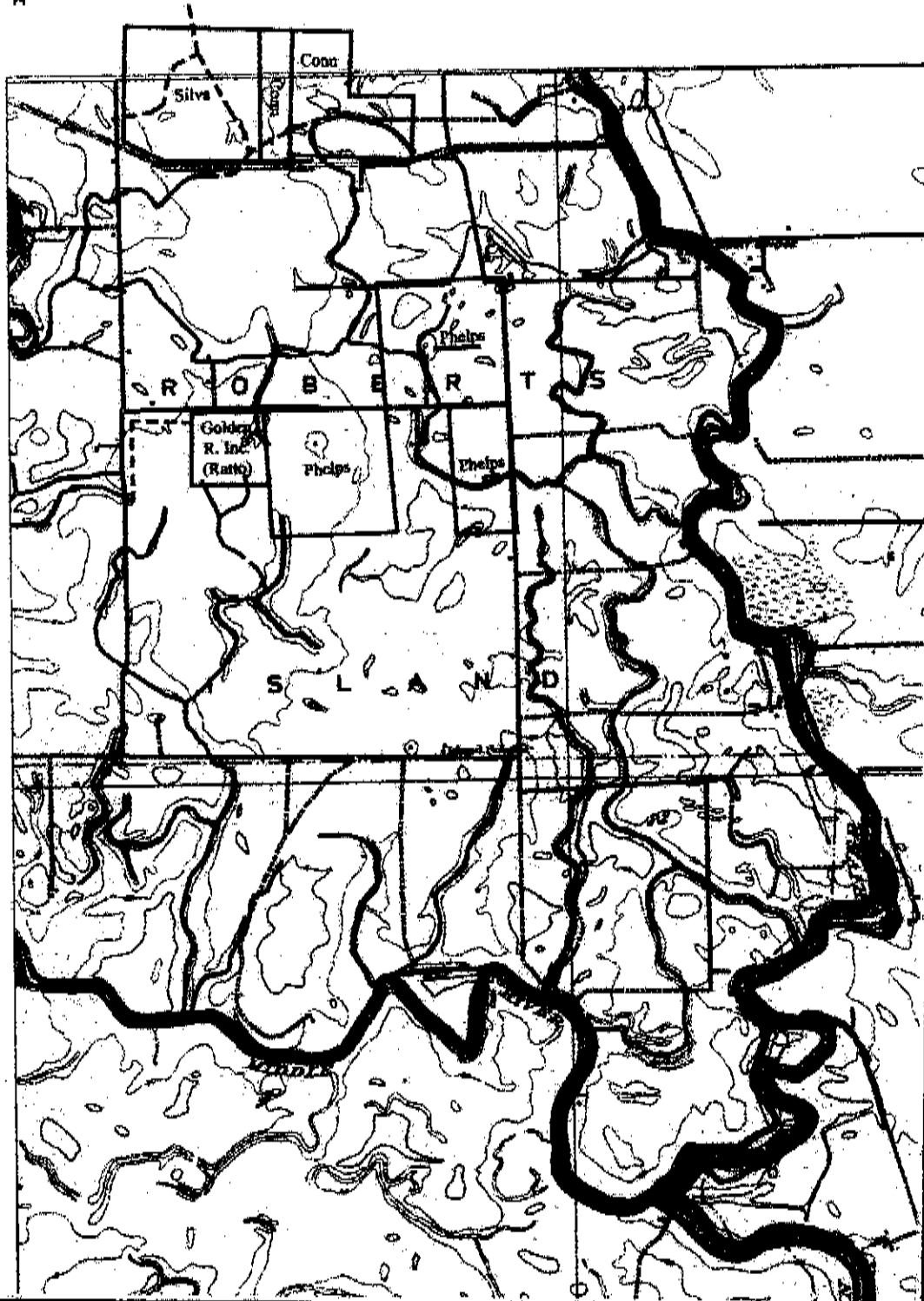
<sup>36</sup>"Sherman Island," letter to ed., *SF Alta*, Aug. 10, 1874, in *BS*, Set W 18:1, p. 162; Nordhoff, *op. cit.*, p. 132; address of J. A. Hoamer, San Joaquin Valley District Agricultural Society, "Transactions," in *Calif. State Agric. Soc., Transactions During the Year 1874*, p. 620.

<sup>37</sup>"The Flood at Sherman Island," *SMI*, Jan. 30, 1875, p. 5.

**EXHIBIT D**

Note: Features of this drawing originated with an outside source.

Source Used  
 (1) NCIC 1912 Topography Map #038-508  
 (2) S.J.C.R. Plat. 31 - Page 31



<p>1912 USGS TOPOGRAPHY MAP                  PARCEL LINES AND WATERCOURSES                  UPPER ROBERTS ISLAND</p>		<p>K. KJELSEN                  S. SINNOCK                  N. NEUDECK</p>	<table border="1"> <tr> <th>Sheet No.</th> <th>Date</th> <th>By</th> <th>Scale</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	Sheet No.	Date	By	Scale												
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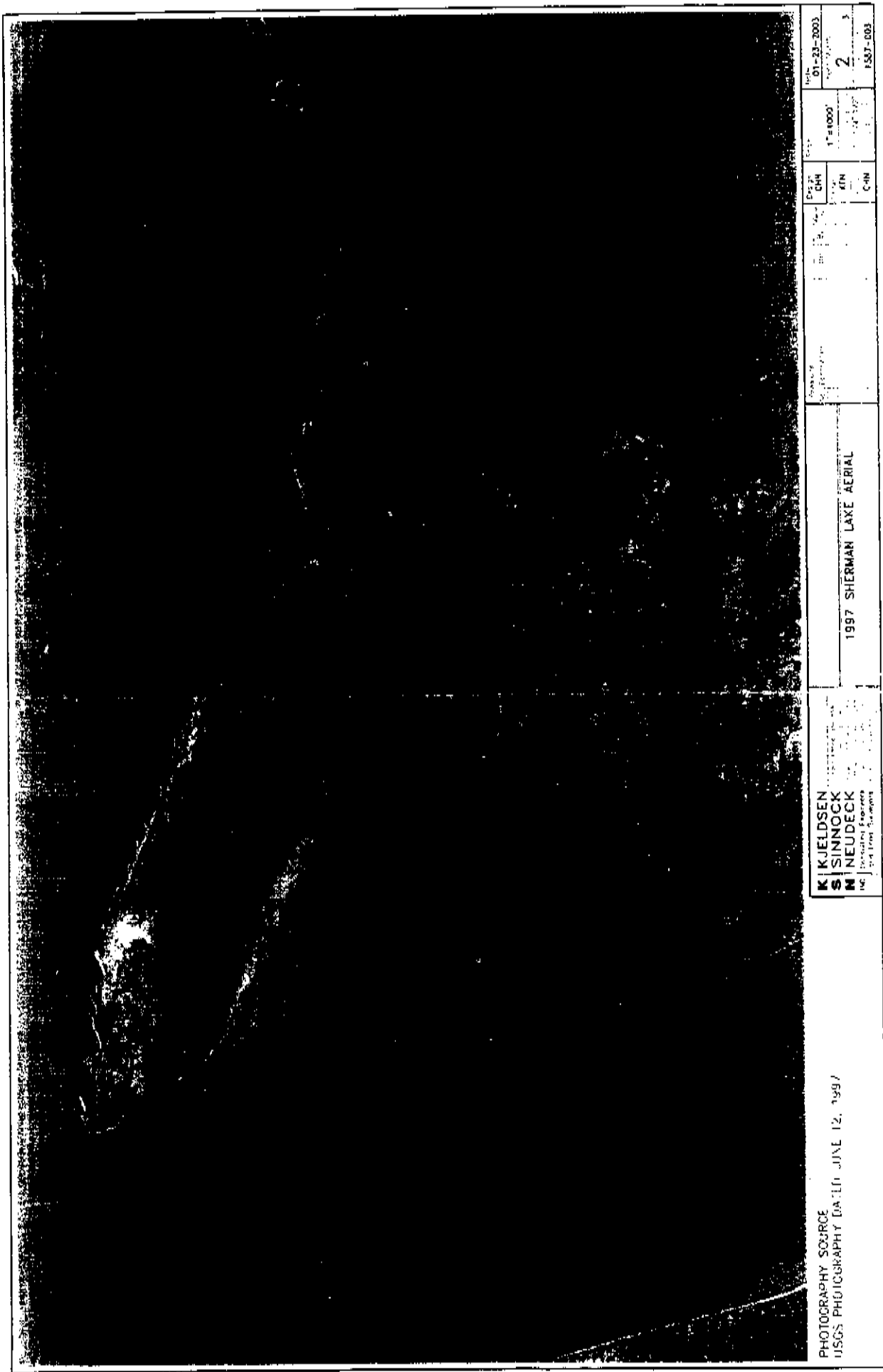
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**S** SINNOCK  
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PHOTOGRAPHY SOURCE  
USGS PHOTOGRAPHY DATA: JUNE 12, 1997

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**S** SINNOCK  
**M** NEUDECK  
USGS PHOTOGRAPHY SOURCE

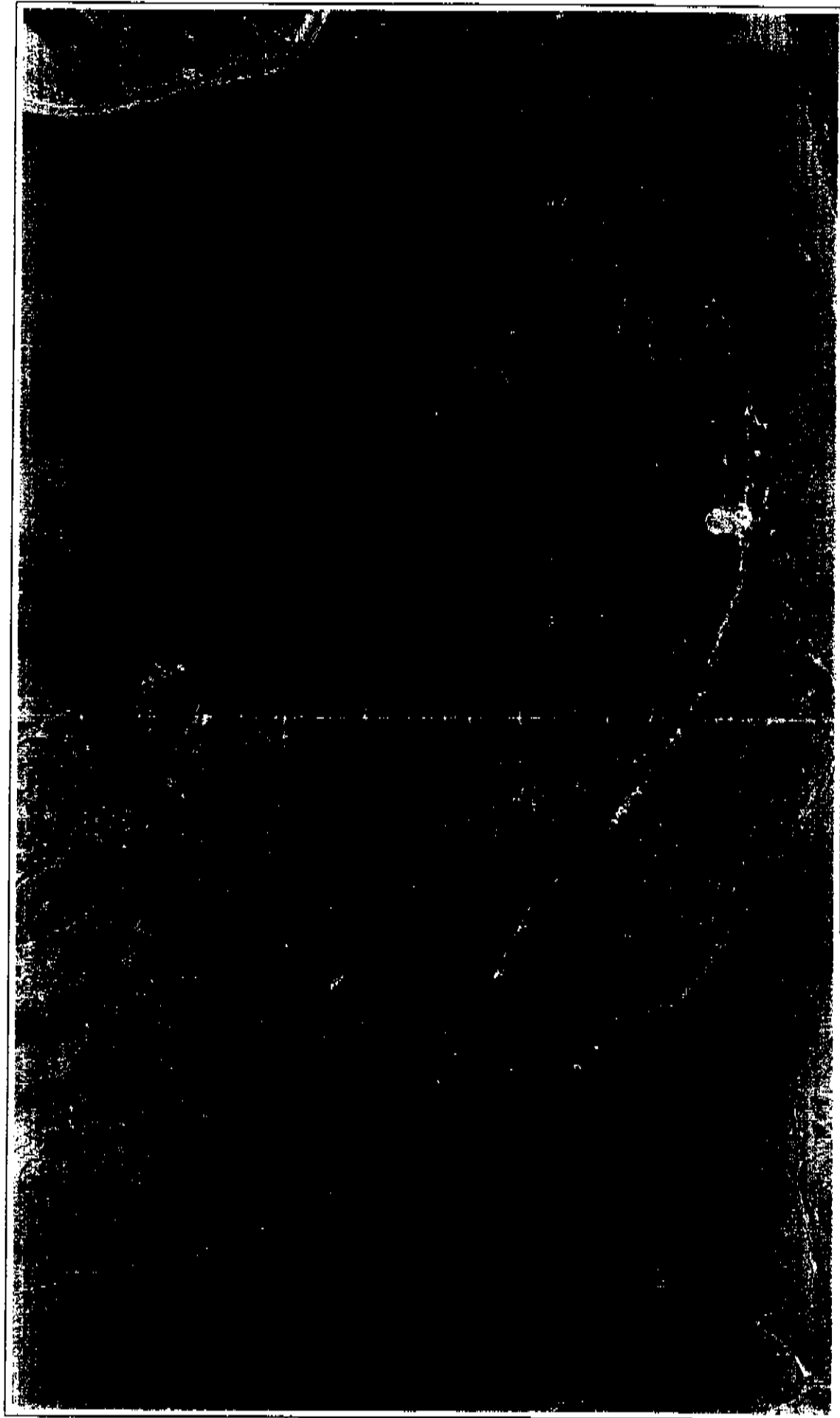
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# DAILY EVENING HERALD

CITY OFFICIAL PAPER.

MONDAY EVENING, MAY 12, 1879

## LOCAL MATTERS.

**NOTARY PUBLIC.**—Governor Irwin on Saturday commissioned H. T. Compton a Notary Public, for San Joaquin county, to reside at Stockton.

**THE FIRST PARTY.**—Mr. A. M. Rowe took out the first party of tourists for Yo Semite to-day. The party consisted of nine ladies from Oakland.

**REHEARSAL.**—Prof. Jackson wishes us to state that he will give his second Pinafore rehearsal this evening, and requests all who wish to take part in this Opera, the production of which he promises to give to the public in a short time, to be present to-night without fail.

**AUCTION.**—Geo. W. Melone will commence selling out at auction the stock of dry and fancy goods to-morrow afternoon at 2 o'clock, at the late firm of G. H. Fairbrother, Yo Semite Block. All persons wishing to get goods at their own prices, will do well to attend.

**BURGLARIES.**—The saloon of Hargrave & Smith, in the Yo Semite block, was burglarized Saturday night. A watch and a small amount of silver were obtained. Last night the shop of M. McCormick, on Main street, was entered and several pairs of boots stolen.

**SCOTCH HEATHER.**—Chief Joseph Fyfe, of the Caledonian Club, has placed upon a table a sprig of "Highland heather," received by him from his father-in-law, Bruce, Esq., Scotland.

The heather queen o' mountain flow'r  
Wha e'er saw sic anither?  
Search round the world it dings them a'  
There's naicht like "Highland heather."

**POLICE COURT.**—In the Police Court to-day, J. J. McCullough, was fined \$5 for being drunk. J. C. Hays, charged with assault, was arraigned, and his case set for trial May 15th, at 10 o'clock. He gave bail in the sum of \$50. Harry Lane, charged with an assault with a deadly weapon, was arraigned, and his preliminary examination set for May 13th, at 11 o'clock. Jack Mullin, charged with battery, pleaded not guilty; his trial

## A Trip to Roberts Island.

Having heard many reports of the damage done upon Roberts Island by the heavy frosts which visited that section last week, upon the invitation of a friend we accompanied him upon a tour of inspection to the Island. Leaving Stockton we took the French Camp Gravel Road crossing the river at Lindstrom's Ferry, first visiting the land which is being cultivated by John Grattan. He has 500 acres of barley which is very fine and was damaged but little by the frost. He also had planted eleven acres of potatoes which, until the frost came, gave every appearance of giving a good yield, but now there is not a hill left, all having been killed. After leaving this ranch we passed on down the river to the ranch of Joseph Hale. Here the effects of the frost were much plainer to be seen. He had one hundred and twenty acres of land planted in vegetables of different kinds, and as his land is all in a high state of cultivation, his prospects for an immense growth were all that could have been desired. The ranch presents a different appearance now. There is nothing left standing except a few acres of onions, which the frost did not damage, and some sweet potatoe plants, the most of which however have been set out since the frost. Mr. Hale informed us that he has sent to San Francisco for seed, and as soon as it arrives he will replant his ground, and as he has facilities for irrigating his land, thinks he can raise another crop this season. Leaving this ranch we passed on down the river to the land which is being cultivated by Mr. J. M. Garwood. Here the frost appears to have been more severe than in any other locality on the Island. It made a clean sweep of everything that had been planted. Although this is, we believe, the first crop that has been planted upon this section of the Island, it gave every appearance, until the frost, of making an immense yield. It is his intention, we are informed, to commence to-day and cut his entire crop of grain while it yet remains green, and save it for hay. This blow falls quite heavily upon Mr. Garwood as he has been particularly unfortunate for the past few years. Wishin' to visit the other portion of the

## Ratification.

The supporters of the new Constitution held a ratification meeting on Hunter street square Saturday evening, which was one of the largest, if not the largest meeting of the season. Bonfires and music were provided in abundance. Dr. C. Grattan presided, and introduced as the first speaker, Judge D. S. Terry. The following are extracts from his speech: "This is the first victory the people of California have won over the corporations, rings and money power. I am proud of the victory, proud of the country, and prouder of the men who have won the victory. The enemies of the Constitution claimed that there was arrayed against its adoption all the wealth, all the respectability and intelligence of the State, I grant that they had all the wealth, but deny that they had all the intelligence. The producers, the men on whose success the prosperity of the country depends, the men who could neither be intimidated nor bribed, the intelligent farmers and mechanics, who perform all the duties of good citizens, and who pay their taxes for the support of the Government, were all in favor of its adoption. Every man who could be intimidated or bribed voted against you. The Constitution was carried by honest and intelligent men—brave men, who knew their rights, and knowing, maintained them. While you have achieved this glorious victory, all is not done. In order to enjoy the fruits of this great triumph there is yet work for you to do. The Constitution must not be trusted to the hands of its enemies. This duty was clearly and forcibly expressed by one of your Supervisors, Uncle Billy Fairchild, yesterday. He said: "After we have built a ship and launched it, and equipped it, and provisioned it for a successful voyage, we would be d-d fools to put a crew of pirates on board." (Cheers.) Are you going to do it? (Shouts, "No!") Two of the corporation organs to-day say that by combining all the respectable of both political parties,—(all the men who have got money and are respectable, whether they stole it or not),—they can carry the next election. The provisions of the laws to be enacted to put them in force,

EXHIBIT F

15th, at 11 o'clock. Jack Mullin, charged with battery, pleaded not guilty; his trial was set for May 15th, at 10 o'clock.

**SHIPMENTS.**—Sperry & Co. shipped 5,000 quarters of flour; J. W. Smith 9 bales of wool; J. D. Peters 43 bales of wool; Ah Ling 16 barrels of dried fish; John Moore 2 Jersey bulls; Pacific Tannery a lot of hides and glue stock, by the steamer Mary Garratt. J. W. Smith 40 bales of wool; J. D. Peters 50 tons of yarn; Woolen Mills 3 cases of woolen goods; Rosenblum & Co. 3 cases of merchandise; Ah Ling 37 sacks of potatoes; Donnelly Dunn & Co. 300 head of sheep, by the steamer Pride of the River.

**THE PACIFIC TURN-BEZIRK.**—The turners of this city are making careful and elaborate preparations for the Grand annual Festival of the Pacific Turn-bezirk which will be held in this city the second week in June. The Railroad Company have made special rates from the principal cities to and from Stockton, and will issue tickets at half the usual rates. These tickets will be good for five days. The programme of exercises, which will continue three days, is laid in another column, and especial attention is directed to it.

**WHEAT.**—The wheat receipts at the Centre street depot to-day consist of 15 cars consigned as follows: Farmers' Union 1, J. W. Smith 4, J. E. Harrison 1, R. Lane 1, J. W. Smith, shipped 10 cars; J. D. Peters 305 tons by the steamer Mary Garratt. Gawne & Co. shipped 1,948 sacks of wheat; L. S. Boston 1,055 sacks of wheat by the steamer Clara arrived from Hills Ferry with 636 sacks of wheat and 85 bales of wool, consigned to Capt. L. D. Hamilton. Wheat quoted at \$1.55 to \$1.60. A very large lot was purchased to-day at \$24.

**PROFESSOR TAYLOR.**—Professor E. C. Taylor will close his series of entertainments at the theatre this evening. His talents have been well appreciated, combining the counter attractions in the form of political meetings and the lectures of the Institute, and his engagements are profitable to himself as well as satisfactory to those who attend his entertainments. This evening he will introduce the eye dance and the trial of the one performance, in which Mills is assisted. This evening \$35 in coin.

Garwood as he has been particularly unfortunate for the past few years. Wishing to visit the upper portion of the Island before our return home, we extended our investigations no further down the Island, but returned to Lindstrom's ferry, and then left for the upper part of the Island. The section above the ferry does not appear to have suffered much from the frost as we did not observe its effects except in a few places where the ground was low. Messrs. Lemon & Wing and Mr. Samuel Peters, each have in twelve hundred and forty acres of grain, nearly all of which will make a good yield. Mr. J. Mills has fifteen hundred acres, which we were informed has been somewhat damaged by the late dry winds. Passing on up the Island we visited some portions of what is known as Naglee & McLaughlin's reclamation. Messrs. Matthews & Lowry, who own a portion of this section of the Island, have placed a flume through the levee with the intention of establishing a thorough system of irrigation on their land, if they are successful in making this flume, which is quite a large one, capable of carrying several thousand inches of water, work. One of the gentlemen informed us that although several experiments of this character had been attempted, none of them have been satisfactory, as the water works in around them, and in a short time the ground becomes saturated and it breaks through the levee, doing more or less damage. In the present instance the parties feel sanguine of success, as they have taken great pains in doing the work, building the flume out of heavy lumber and tamping the ground in around it in the most thorough manner. Should this experiment prove successful there is no doubt but that a great many others will follow their example, as they will be thus enabled to raise as many crops during the season as will mature; the ground being very rich everything grows unusually fast. The Grant Brothers have twenty-five acres planted in potatoes upon land which was cleared of willows last year, that are as fine looking as one would wish to see. They expect them to yield at least eighty sacks to the acre, and the indications are that they will go much beyond that figure. Returning down the Island we re-crossed the river at Charles Frawert's Ferry and took the road to Mr. Jacob Myer's ranch. This is the

the next Legislature; and then, as the provisions of this Constitution require laws to be enacted to put them in force, the Legislature can enforce such provisions as are not objectionable and leave the objectionable dead letters. The objectionable features to them are those which provide for the equality of taxation—that require every man in the State to contribute to the support of the Government in proportion to the property he possesses—and those which are intended to prevent extortion by railroad and other corporations. These very objectionable provisions are the ones which the people are determined shall be enforced. Steps have been taken here and in San Francisco, Sacramento and elsewhere, to organize a Constitutional party, composed of the friends and supporters of this instrument. This is a matter for you to consider and to speak about with your neighbors. This county has done its full duty, notwithstanding all the intimidation and bribery that was practiced. You see to it that men are elected to the Legislature who will enact such laws as are necessary to carry out the provisions of this instrument in the spirit in which they were framed and adopted by the people. I advise you to take counsel with each other and adopt such measures as will secure you the benefit of the provisions of the Constitution which you adopted. This can only be done by selecting honest, intelligent men to represent you in the Legislature and to fill the various offices created under this Constitution. See that the good ship which you have built and launched and equipped for the purpose of suppressing the piracy and robbery is not manned by a crew of pirates. Place in charge of her honest and competent men, who will conduct her safely on her voyage, and your State will enter on an era of unexampled prosperity. Neither of the political parties which have alternately administered the government of the State is to be trusted under its present leaders. The railroad company has managed to control the conventions of each party and to procure the nomination of men for Governor, who suited their purpose, so that, no matter whether Republicans or Democrats were elected, they had friends in the Executive chair. They have corrupted the Legislature, and have by bribery or other means prevented the passage of any act to regulate freight and fares, and the man who mainly contributed to this result has been elected to the United States Senate. The Governor of your State left his post at the Capital and took the stump in opposition to the adoption of the Constitution at the back of the railroad company. What inducements did he receive from his own county, where he is best known, and where he should exercise the most influence? The people of Siskiyou voted over three to one for the adoption of this Constitution. Our only safety is in elect-

...the wheat receipts at the entire street, depot to-day consist of 15 as consigned as follows; Farmers' Union W. Smith 4; F. F. Harrison 1; R. Lane 1, J. W. Smith, shipped 10 us; J. D. Peters 300 tons by the samer Mary Garratt, Gawne & Co., shipped 1,048 sacks of wheat; I. S. Bostick 1,055 sacks of wheat by the steamer side of the River. The steamer Clara arrived from Hills Ferry with 638 sacks of wheat and 85 bales of wool, conigned to Capt. L. D. Hamilton. Wheat quoted at \$1.55 to \$1.60. A very nice lot was purchased to-day at 62.

**PROFESSOR TAYLOR.**—Professor E. C. Taylor will close his series of entertainments at the theatre this evening. His efforts have been well appreciated, comparing the counter attractions in the form of political meetings and the others Institute, and his engagement has been profitable to himself as well as satisfactory to those who attend his entertainments. This evening he will include the egg dance and the serial exhibition performance, in which Mile. Lor assists. This evening \$35 in coin, leading prize, and one hundred other prizes will be drawn by the audience. This evening is Professor Taylor's last performance.

**County Official Return.**  
The Board of Supervisors canvassed the returns for the Constitutional election on the 7th inst. The following is a detailed statement of the vote as officially announced, showing the majority in several precincts and the majority for of the new Constitution:

Precinct	For	Against	Total
1st Ward	250	297	547
2nd Ward	373	451	824
3rd Ward	341	302	643
4th Ward	47	47	94
5th Ward	129	28	157
6th Ward	120	48	168
7th Ward	61	8	69
8th Ward	187	96	283
9th Ward	64	21	85
10th Ward	57	26	83
11th Ward	110	67	177
12th Ward	48	40	88
13th Ward	27	19	46
14th Ward	136	98	234
15th Ward	90	62	152
16th Ward	19	4	23
17th Ward	64	3	67
18th Ward	28	28	56
19th Ward	42	21	63
20th Ward	31	25	56
21st Ward	118	22	140
22nd Ward	63	28	91
23rd Ward	4	12	16
24th Ward	2	1	3
25th Ward	21	14	35
26th Ward	55	19	74
27th Ward	37	27	64
28th Ward	112	112	224
Total	3750	3750	7500

character had been attempted, none of them have been satisfactory, as the water works in around them, and in a short time the ground becomes saturated and it breaks through the levees, doing more or less damage. In the present instance the parties feel sanguine of success, as they have taken great pains in doing the work, building the flume out of heavy lumber, and tamping the ground in around it in the most thorough manner. Should this experiment prove successful there is no doubt but that a great many others will follow their example, as they will be thus enabled to raise as many crops during the season as will mature; the ground being very rich everything grows unusually fast. The Grant Brothers have twenty-five acres planted in potatoes upon land which was cleared of willows last year, that are as fine looking as one would wish to see. They expect them to yield at least eighty sacks to the acre, and the indications are that they will go much beyond that figure. Returning down the Island we re-crossed the river at Charles Frewert's Ferry and took the road to Mr. Jacob Myer's ranch. This is the place where the celebrated star brand of butter is made; and a visit to it will repay anyone. Mr. Meyers has all the modern appliances for the manufacture of first-class butter. His cows are all first-class, while he has abundance of splendid land upon which to pasture them. His barns, cattle-sheds, etc., are built after the most approved patterns. In fact everything about his place indicates that he is thoroughly competent to make a success out of this business of which he is already assured. His butter is all purchased by the firm of Southworth & Grattan of this city, who find no trouble in disposing of every pound of it, at the very highest market price. After our visit to the last named ranch, it being late, we returned to the city.

**Must be Sold!**  
One of the Finest Stocks of Dress Goods, Fancy Goods, etc., ever brought to Stockton will be sold for the next 30 days, regardless of cost. Cash, 25 cents per sheet; 20 yards best American Flannel, \$1; 15 yards heavy Canton Flannel, \$1; 10 yards Dress Goods, \$1; and all other goods in same proportion. No. 181 El Dorado street.  
Sewing Machine Needles, 25 cents per dozen at 181 El Dorado street.

men to represent you in the Legislature and to fill the various offices created under this Constitution. See that the good ship which you have built and launched and equipped for the purpose of suppressing the piracy and robbery is not manned by a crew of pirates. Place in charge of her honest and competent men, who will conduct her safely on her voyage, and your State will enter on an era of unexampled prosperity. Neither of the political parties which have alternately administered the government of the State is to be trusted under its present leaders. The railroad company has managed to control the conventions of each party and to procure the nomination of men for Governor, who suited their purpose, so that, no matter whether Republicans or Democrats were elected, they had friends in the Executive chair. They have corrupted the Legislature, and have by bribery or other means prevented the passage of any act to regulate freights and fares, and the man who mainly contributed to this result has been elected to the United States Senate. The Governor of your State left his post at the Capital and took the stump in opposition to the adoption of the Constitution at the beck of the railroad company. What indorsement did he receive from his own county, where he is best known, and where he should exercise the most influence? The people of Siskiyou voted over three to one for the adoption of this Constitution. Our only safety is in electing legislators who will enact such laws as are necessary to carry out the provisions of this Constitution, and an Executive who will see that those laws are enforced. See to it that this is done and the full fruits of this glorious victory assured to you and to your posterity.

Judge Terry was followed by L. W. Elliott, Esq., J. A. Louttit, Esq., O. J. Curtis, Esq., and others, all of whom made speeches which had the effect of bringing forth shouts of applause. The meeting was enthusiastic and orderly.

**REWARD.**—The Joint Committee on Fire Alarm Telegraph, consisting offer a reward of \$150 for the arrest and conviction of any person detected in meddling with the working of their telegraph lines.

"Where a woman," says Mrs. Partington, "has been married with a concealing heart, and one that beats depending to her own, she will never enter the marriage state again."

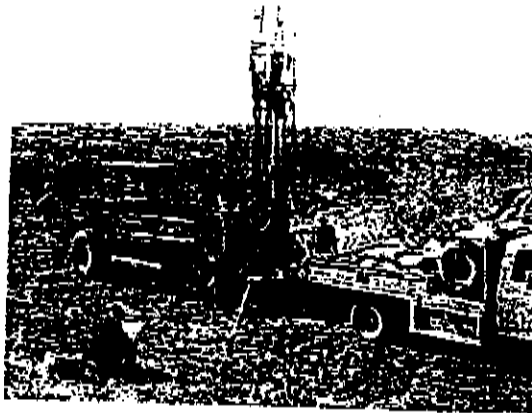
If the London Daily News correspondent is to be credited, Cyprus is in a pitiable plight. "The peasants," he says, "have begun to eat the malicious dog rot in lieu of bread."

New Hampshire has shown her energy on the temperance question, but if she doesn't intervene to squelch this walking nuisance, she isn't the lady we took her to be.

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The Resources Agency  
DEPARTMENT OF WATER RESOURCES  
Division of Planning and Local Assistance  
Central District

**Reclamation District 544  
Seepage Monitoring Study  
2000-2001**




Memorandum Report

July 2001

# Memorandum

Date : JUL 11 2001

To : Mike Ford  
Office of State Water Project Planning

From :   
Karl P. Winkler, Chief  
Central District  
Department of Water Resources

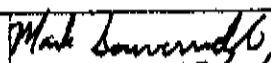
Subject: Reclamation District 544 Seepage Monitoring Study

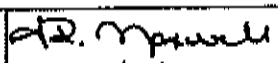
Central District is pleased to present the attached report, *Reclamation District 544 Seepage Monitoring Study, 2000-2001*. This report presents seepage monitoring results from Upper Roberts Island. Surface and groundwater level monitoring was initiated in April 2000 to evaluate the effects of the operation of the temporary fish barrier at the head of Old River on shallow groundwater levels on Upper Roberts Island. This work was completed at the request of the Temporary Barriers Project and Land Management Section of the Office of State Water Project Planning with the cooperation of Reclamation District (RD) 544 and several landowners.

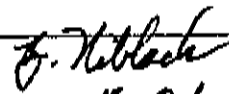
Data was collected from seven groundwater monitoring stations and a river stage gage along the San Joaquin River at Upper Roberts Island. During the study period, river stage and groundwater levels did not rise above the Island's land surface and seepage was not observed.

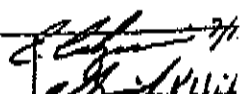
If you have any questions regarding this report, please contact Mark Souverville at (916) 227-7601.

Attachment

  
07/11/01

  
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07/11/01

## Reclamation District 544 Seepage Monitoring Study 2000-2001

This report presents seepage monitoring results from Upper Roberts Island. Surface and groundwater level monitoring was initiated in April 2000 to evaluate the effects of the operation of the temporary fish barrier at the head of Old River on shallow groundwater levels on Upper Roberts Island. This work was completed at the request of the Temporary Barriers Project and Land Management Section of the Office of State Water Project Planning with the cooperation of Reclamation District (RD) 544 and several landowners.

### Introduction

Upper Roberts Island is an agricultural area in the south Delta, bounded on the west by Middle River, on the south by Old River and on the east by the San Joaquin River. The north end of the head of Old River barrier rests on the Island's Old River levee at the point where it branches from the San Joaquin River. The head of Old River barrier is operated to benefit fisheries. Studies conducted by the U.S. Fish and Wildlife Service suggest that there may be a higher rate of survival for salmon smolt emigrating through the San Joaquin River rather than Old River (DWR 1998, 1999). The barrier is emplaced to prevent outmigrating salmonids in the San Joaquin River from entering Old River and subsequently the Central Valley and State Water Project pumps. It is constructed in the spring and fall of each year, except during high flows.

Streamflow and stage on the east and west sides of Upper Roberts Island is affected by the barrier. During periods of barrier operation, flow and stage in Old River are reduced while flow and stage along the San Joaquin River are increased.

Landowners on Upper Roberts Island have been concerned that the rise in San Joaquin River stage due to the fish barrier has caused a rise in the groundwater levels on the Island, creating a negative impact on crop production. The fish barrier at the head of Old River is bounded on both ends by private land, and temporary entry permits are required to install the barrier. The landowners on Upper Roberts Island have requested, as a condition of the temporary entry permits, that the Department of Water Resources (DWR) monitor groundwater levels on the Island to evaluate seepage

### Monitoring Site Selection

Three seepage monitoring sites were chosen on Upper Roberts Island in coordination with Jerry Robinson, President of RD 544, Bill Darsie of Kjeldsen, Sinnock and Neudeck, and staff from DWR's Office of State Water Project Planning (OSWPP) and Central District (CD). A regional map (Figure 1) shows the location of the three monitoring sites, the San Joaquin River stage gages, and the head of Old River barrier. Well locations at each site were determined after evaluating boring samples and nearby surface features, such as canals. These locations are shown on topographic maps of the three sites (Figures 2-4). Each site has two shallow wells,



one near the levee toe and the other approximately 150 feet inland from the toe, to monitor the groundwater gradients adjacent to the San Joaquin River. An additional deeper well was drilled at Site 1 to attempt to determine the vertical gradient.

### Monitoring Network Installation

Seven wells were installed prior to the spring 2000 emplacement of the head of Old River barrier. The well depths range from 18 to 40 feet below the ground surface with each well having a 5-foot screened interval. The goal was to install the wells within a saturated, coarse-grained unit beneath each site. A truck-mounted Central Mine Equipment 750 drill rig was used to drill the borings. All borings were advanced with 8-inch diameter hollow stem augers. Soils were collected for description using a continuous sampling tube. Details of the drilling, descriptions of the soils, and field classifications of the soils are provided on the drill hole logs in Appendix A. The construction details of each monitoring well are included with each well log. Table 1 lists the depth, reference point elevation, and screened interval for each well.

Well	Boring Depth <sup>1</sup>	Well Depth <sup>1</sup>	Screened Interval <sup>1</sup>	Reference Point Elevation <sup>2</sup>
UR1A	30	28	23-28	16.15
UR1B	27	25	20-25	16.24
UR1C	40	40	35-40	16.01
UR2A	20	17	12-17	12.57
UR2B	21	19	14-19	12.21
UR3A	18	17	12-17	9.89
UR3B	20	20	15-20	9.92

1. Depth below ground surface in feet  
 2. Reference point at top of plastic casing  
 National Geodetic Vertical Datum 1929

Table 1. Well Depths and Reference Point Elevations

In addition to the groundwater monitoring well installations, a temporary tide gage was installed in April 2000. The gage was mounted on an existing pumping platform in the San Joaquin River about 1,500 feet downstream from the temporary barrier. A permanent station is planned to be constructed by fall 2001. The San Joaquin River stage is compared to groundwater levels on Upper Roberts Island to determine the effect of river stage on groundwater levels.

CD staff surveyed the monitoring network for elevation and horizontal position. The U.S. Army Corps of Engineers (USACE) and U.S. Geological Survey benchmark "Tidal 6," National Geodetic Vertical Datum 29, elevation 16.85 feet, is the datum for

this survey. The "Tidal 6" benchmark is located on the north levee of Old River near the temporary barrier. The elevation survey determined reference point and ground surface elevations at each monitoring well and a reference point elevation on the San Joaquin River tide gage.

Topographic maps of the seepage monitoring sites and adjacent river section, Figures 2 through 7, were constructed using data from USACE, Sacramento District. Ayres Associates, under contract to USACE, collected hydrographic and photogrammetric survey data of the San Joaquin River Basin in 1998. Along with geologic information from boring logs, USACE's data was used to develop cross sections perpendicular to the San Joaquin River at the seepage monitoring sites.

Well	Northing (Meters)	Easting (Meters)	Ground Surface Elevation (Feet)
UR1A	4186190	647406	13.06
UR1B	4186337	647391	13.04
UR1C	4186340	647390	13.01
UR2A	4190671	647506	9.38
UR2B	4190657	647460	8.96
UR3A	4191875	647681	6.67
UR3B	4191887	647639	7.24

CD staff determined geographic coordinates of the wells using a Trimble Pro XR Global Positioning System.

Universal Transverse Mercator Zone 10 projection

Table 2. Well Locations

## Hydrogeology

The soils encountered at the three sites occur as alternating layers containing varying amounts of clay, silt and/or sand mixtures. Saturated coarse-grained layers were encountered at each site for placement of well screens. For a detailed description, refer to the drill hole logs in Appendix A.

At Site 1, as shown in Figure 5, alternating clay and silt layers were observed from the surface up to 24 feet below ground surface (bgs) during drilling. Total depth of borings for UR1A, UR1B and UR1C were 30 feet, 27 feet and 40 feet respectively. Water bearing sand occurs from 24 feet to the total depth of boring (TD) in UR1A, from 21 to 25 feet in UR1B, and from 20 to 24 feet and 29 feet to TD in UR1C. A clay layer occurs between two water bearing sand layers at depths of 25 feet to TD in UR1B and 24 to 29 feet in UR1C.

At Site 2, as shown in Figure 6, clay was observed from the surface up to 8 feet bgs. Total depth of borings for UR2A and UR2B were 20 feet and 21 feet respectively. Water-bearing sand occurs from 13 to 17 feet in UR2A, and from 15 feet to TD in UR2B. A clay layer occurs between two permeable sand layers at depths of 11 to 13 feet in UR2A and 14 to 15 feet in UR2B. Silt occurs from 17 feet to TD in UR2A.

At Site 3, as shown in Figure 7, alternating clay and silt layers were observed from the surface up to 11 feet bgs. Total depth of borings for UR3A and UR3B were 18 feet and 20 feet respectively. Permeable sand occurring from the surface to a depth of 6 feet in UR3A overlies silty clay that is present to a depth of 11 feet. Water-bearing sand occurs from 11 to 17 feet in UR3A and 10 to 13 feet and 16 feet to TD in UR3B. Clay occurs from 13 to 16 feet in UR3B.

Data from the geologic borings indicate that water bearing sand layers beneath each site likely extend to the left bank of the San Joaquin River (Figures 5 through 7). Groundwater should move freely within these sands, but the soils overlying these sands are primarily silts and clays, except at well UR3A. These silts and clays will impede the vertical movement of groundwater.

### **Monitoring Activities**

The period of record for stage and groundwater elevation data in this report is April 20, 2000 to April 20, 2001. Groundwater elevation levels in each well are measured and recorded hourly using an In-situ Troll datalogger/transducer. The data is collected monthly with a palmtop computer. Stage data is measured and recorded hourly by a Hydrolab Datasonde 3. The data is collected monthly with a laptop computer. The San Joaquin River at Brandt Bridge station, maintained by DWR, measures and records stage data at 15-minute intervals. The river stage gage at Vernalis is operated jointly by the U.S. Geological Survey and DWR. It measures and records hourly stage data and posts it to the California Data Exchange Center web page.

### **Monitoring Results**

The collected data were evaluated by creating hydrographs for each site showing groundwater elevation, ground surface elevation and San Joaquin River stage (Figures 8 through 15). Vertical lines bracket the periods of construction and removal of the head of Old River fish barrier. A solid horizontal line represents the ground surface at the monitoring site.

The following observations can be made from the San Joaquin River hydrograph, Figure 8. Over the period of record, water levels in the monitoring wells and the stage gage on the San Joaquin River at Upper Roberts Island peaked in April 2000, during a period of reservoir releases for the Vernalis Adaptive Management Plan (VAMP). Stage data from Vernalis, located 13 miles southeast and upstream of the barrier, show that the same activities (occurrences) that influence stage at

Vernalis are the primary influences on San Joaquin River stage along Upper Roberts Island.

The following observations can be made from the Site 1 hydrographs, Figures 9 through 13. Changes in groundwater elevation at the site mimic changes in the adjacent river stage but are less pronounced and lag slightly behind. The groundwater elevation in well UR1A was the most responsive to changes in river stage. During the period of record, the highest recorded river stage at the temporary gage on the San Joaquin River was 7.59 feet, coincident with a groundwater elevation of 6.38 feet (depth of 6.68 bgs) in well UR1A. During the period of record, the San Joaquin River maintained stage above groundwater from April 20, 2000 to mid May, the beginning of October to the beginning of December and mid February to mid March. During these periods, groundwater elevations in well UR1A were closer to river stage than to groundwater elevations in wells UR1B and UR1C. From mid May to mid August, the San Joaquin River maintained stage below groundwater elevations and groundwater elevations in well UR1A were predominantly below well UR1B. The elevation of groundwater in well UR1B is consistently slightly higher than in well UR1C, but the water level trends in the two wells are nearly identical. The predominant groundwater elevation gradient has been away from the San Joaquin River.

The following observations can be made from the Site 2 hydrograph, Figure 14. Changes in groundwater elevation at the site mimic changes in the river stage, downstream approximately 1.4 river miles at Brandt Bridge, but are less pronounced. The groundwater elevation in well UR2A was more responsive to changes in river stage than the groundwater elevation in well UR2B. During the period of record, the highest recorded San Joaquin River stage at Brandt Bridge was 5.51 feet, coincident with a groundwater elevation of 4.84 feet (depth of 4.54 bgs) in well UR2A. During the period of record, the San Joaquin River stage at Brandt Bridge was not observed above groundwater elevations in either well for any extended period. When stage did rise above groundwater elevation, however, the groundwater elevation in well UR2A approached river stage at a greater rate than the groundwater elevation in well UR2B. From April 20, 2000 to mid June, the San Joaquin River at Brandt Bridge maintained stage below groundwater elevations. During this period there were two events, at the end of May and beginning of June, when significant dips in stage were observed. As they occurred, the groundwater elevation in well UR2A shifted toward the river stage more than the groundwater elevation in well UR2B. The elevation of groundwater in well UR2B is consistently slightly higher than in well UR2A, and the water level trends in the two wells are nearly identical. The predominant groundwater elevation gradient has been towards the San Joaquin River.

The following observations can be made from the Site 3 hydrograph, Figure 15. Changes in groundwater elevation at the site mimic changes in the river stage at Brandt Bridge, which is just downstream of Site 3, but are less pronounced and lag slightly behind. The groundwater elevation in well UR3A was more responsive than the groundwater elevation in well UR3B to changes in river stage. During the period of record, the highest recorded San Joaquin River stage at Brandt

Bridge was 5.51 feet, coincident with a groundwater elevation of 3.69 feet (depth of 2.98 bgs) in well UR3A. During the period of record, the San Joaquin River stage at Brandt Bridge was above Site 3 groundwater elevations from mid June 2000 to the beginning of February 2001. During this time, groundwater elevations in the wells declined nearly 2 feet from June to mid August while the river stage maintained an elevation range of approximately 2 to 3 feet above sea level. The decline in well UR3B was also greater than well UR3A during this time. The elevation of groundwater in well UR3A is consistently higher than in well UR3B, and the water level trends in the two wells are nearly identical. In May 2000, an irrigation ditch, constructed nearly 50 feet from well UR3A and only 10 feet from well UR3B, was in use. Simultaneously, groundwater elevation levels in both wells rose sharply and, for a brief period, were greater in well UR3B than in well UR3A. The predominant groundwater elevation gradient is away from the San Joaquin River.

### Summary

San Joaquin River stage elevation data and groundwater elevation data indicate that permeable strata underlying the Island are laterally continuous and are likely to be in contact with the riverbed. In general, groundwater in permeable strata such as these will fluctuate in response to changes in river stage. This relationship is seen in the hydrographs for each site (Figures 9, 14 and 15) where water levels in the wells respond to changes in river stage. When the stage increases in the San Joaquin River, the groundwater levels will rise towards the land surface, but not as rapidly as the river stage rises. Over the monitoring period, river stage has not reached a level sufficient to raise groundwater levels to the point where seepage may occur.

In some cases, the water levels in the wells may not accurately represent the water levels in the soils. The vertical movement of groundwater at these monitoring sites is likely to be inhibited by fine-grained sediments occurring above the saturated sand zones in which the well screens are completed. Therefore, rising water levels recorded in the wells are likely to be above the level of the surrounding water table. After a period of time, the water table may reach the water level in the well. The time necessary for this to occur is dependent upon the characteristics and distribution of soils that the groundwater must rise through.

A shallow permeable sand zone occurring at well UR3A is unique to the project. The vertical movement of groundwater at this location would not be restricted by overlying silts and clays, unlike other monitoring sites. If the sand layer is laterally continuous and in contact with the riverbed, groundwater at this well could respond quickly to rising river stage. Seepage may occur here soon after the river stage rises above the ground surface.

The stage and duration required for seepage to occur is dependent upon antecedent soil moisture conditions, topography, geology and soils, location and gradient of groundwater table, and local drainage works (DWR Bulletin 125, page 15). The lowest surface water stage necessary for seepage to occur at a particular site is called the critical base level (page 17). Once a site's critical base

level is reached, seepage may occur if the stage is maintained or rises. Critical base levels typically occur at or above the level of the adjacent ground surface. The monitoring system will not indicate when seepage occurs. It can indicate when critical base level is reached and the length of time it is maintained.

### **Conclusions**

1. Over the monitoring period, groundwater levels and river stage did not rise to the land surface.
2. Over the monitoring period, seepage was not observed.
3. Geologic conditions most likely to allow seepage were found at Site 3.

### **Recommendations**

Continue to monitor river stage and groundwater levels until seepage conditions are observed. The data will be used to determine the critical base level when seepage occurs.

### **References**

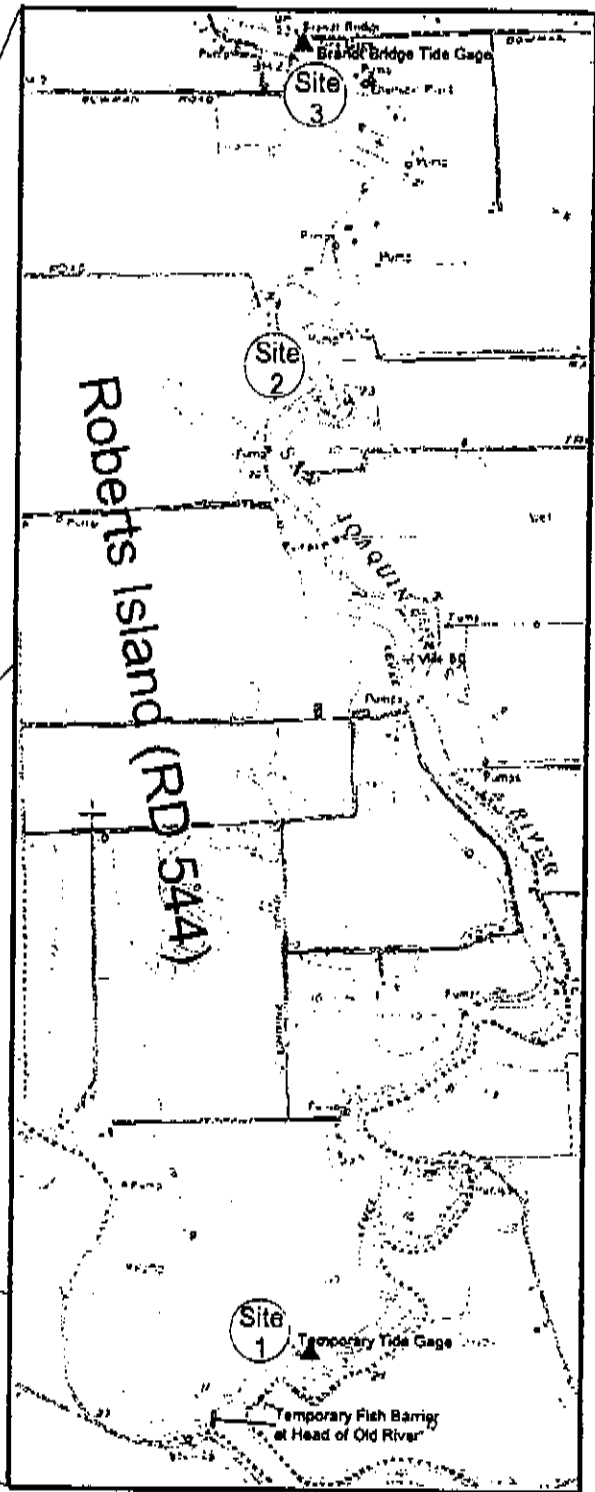
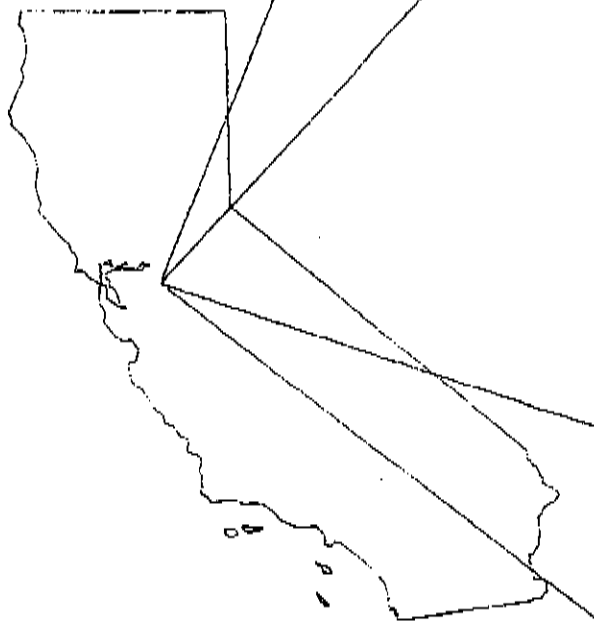
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## Figures

# Study Area and Site Locations

RD 544 Seepage Monitoring Study

Department of Water Resources  
Central District  
Geology and Groundwater Section



Scale



Figure 1



# Topographic Map of Site 1

RD 544 Seepage Monitoring Study



Department of Water Resources  
Central District  
Geology and Groundwater Section

## Legend



- ⊕ Monitoring Well
- △ Temporary Tide Gage
- Elevation Contour

Scale: 1 inch = 125 feet

50 0 50 100 150 200 250 Feet

Contour Interval 6 Feet  
Datum is Mean Sea Level

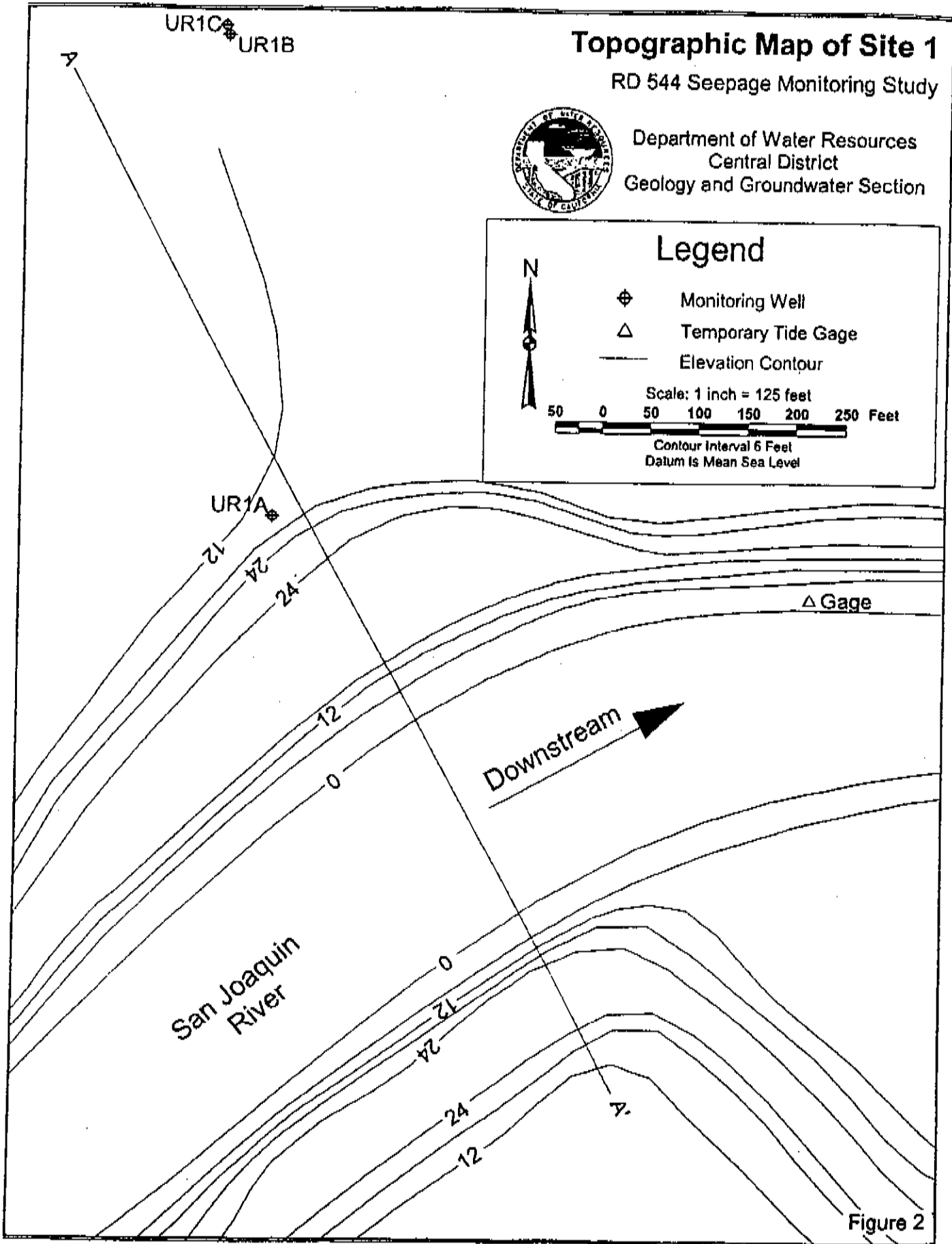
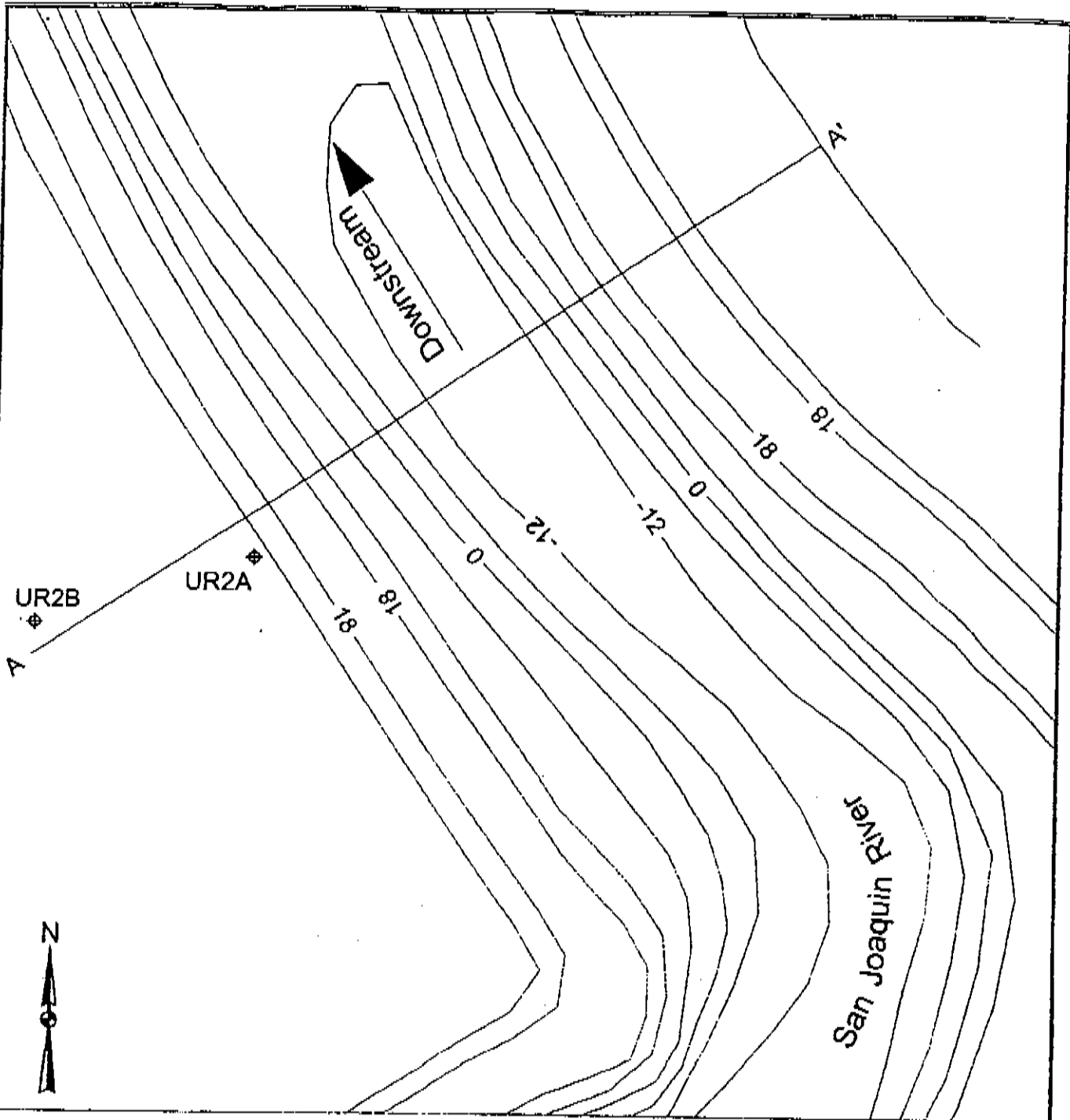


Figure 2



### Legend

-  Monitoring Well
-  Elevation Contour

Scale: 1 inch = 100 feet



Contour Interval 6 Feet  
Datum is Mean Sea Level

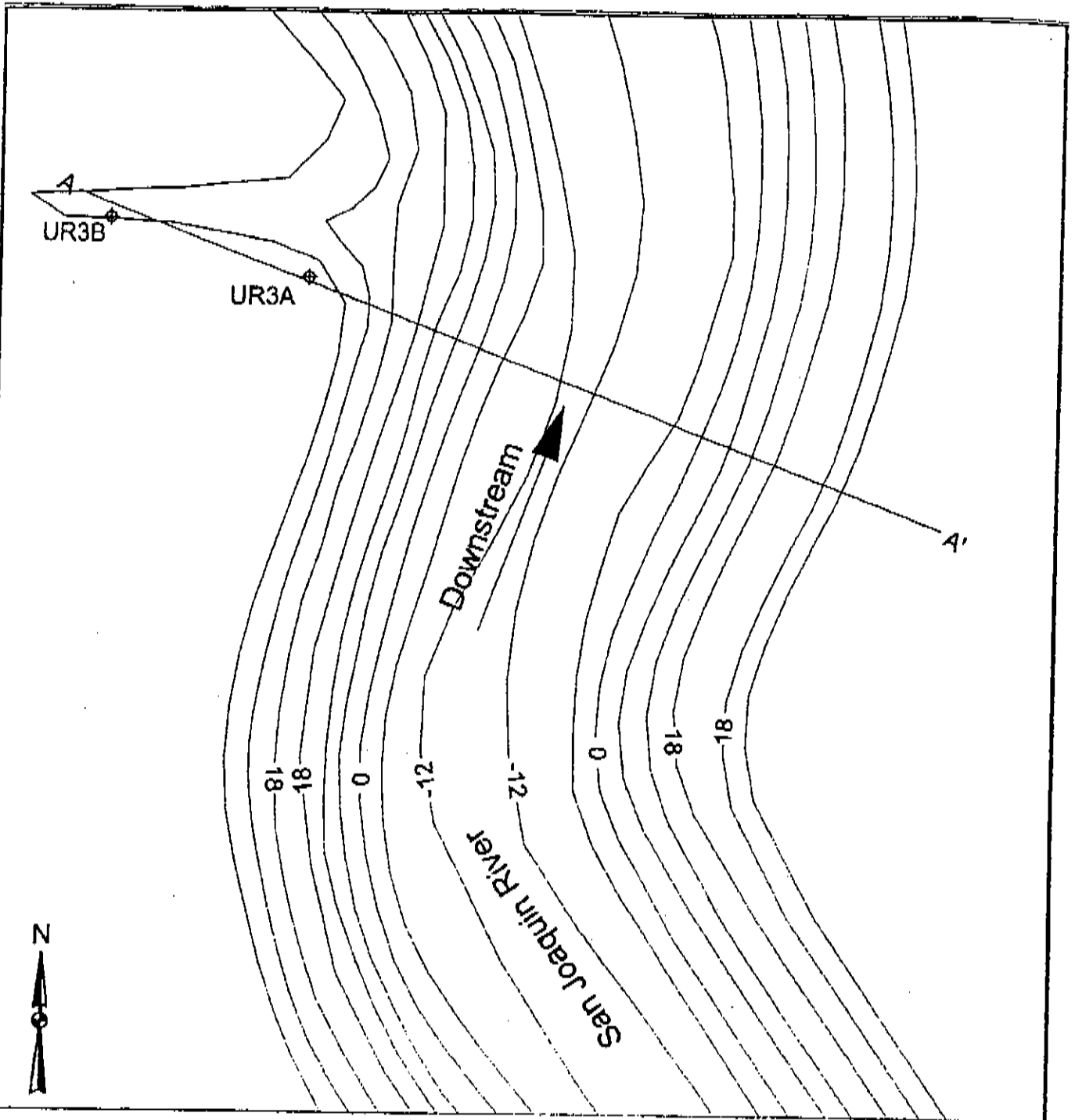
### Topographic Map of Site 2

RD 544 Seepage Monitoring Study



Department of Water Resources  
Central District  
Geology and Groundwater Section

Figure 3



### Legend

- ◆ Monitoring Well
- Elevation Contour

Scale: 1 inch = 100 feet

100 0 100 200 Feet

Contour Interval 5 Feet  
Datum is Mean Sea Level

### Topographic Map of Site 3

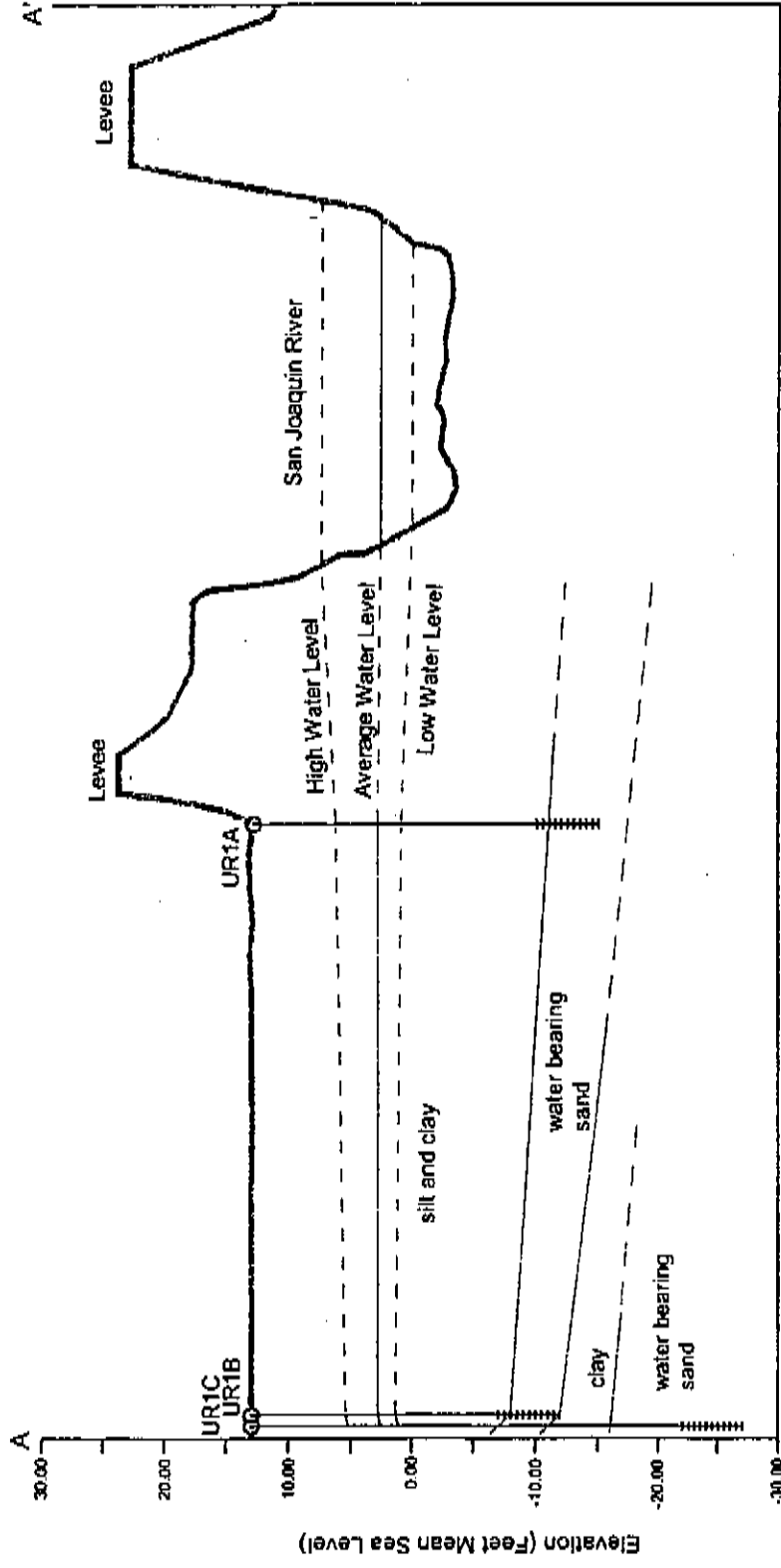
RD 544 Seepage Monitoring Study



Department of Water Resources  
Central District  
Geology and Groundwater Section

Figure 4

Figure 5



# Hydrogeologic Cross Section A - A' of Site 1

RD 544 Seepage Monitoring Study

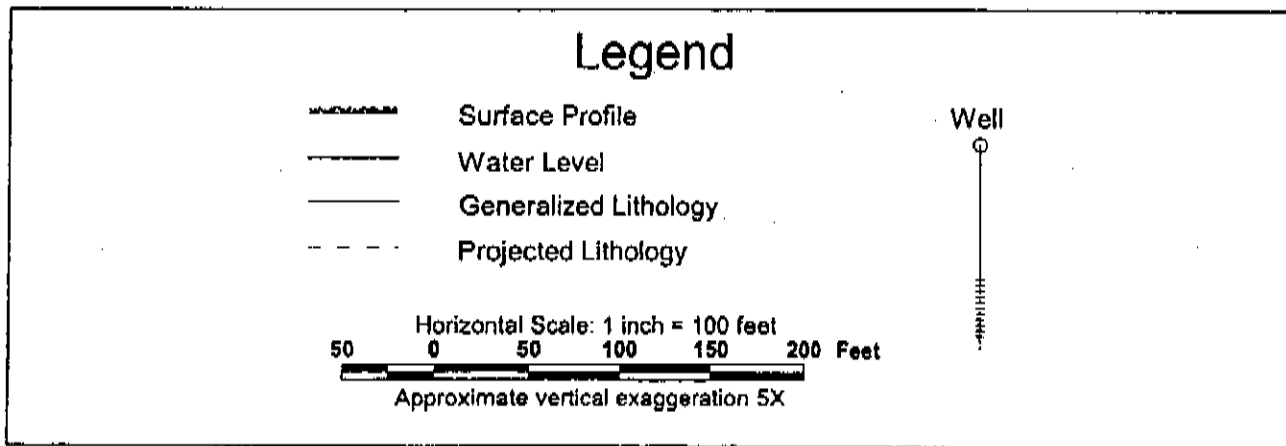
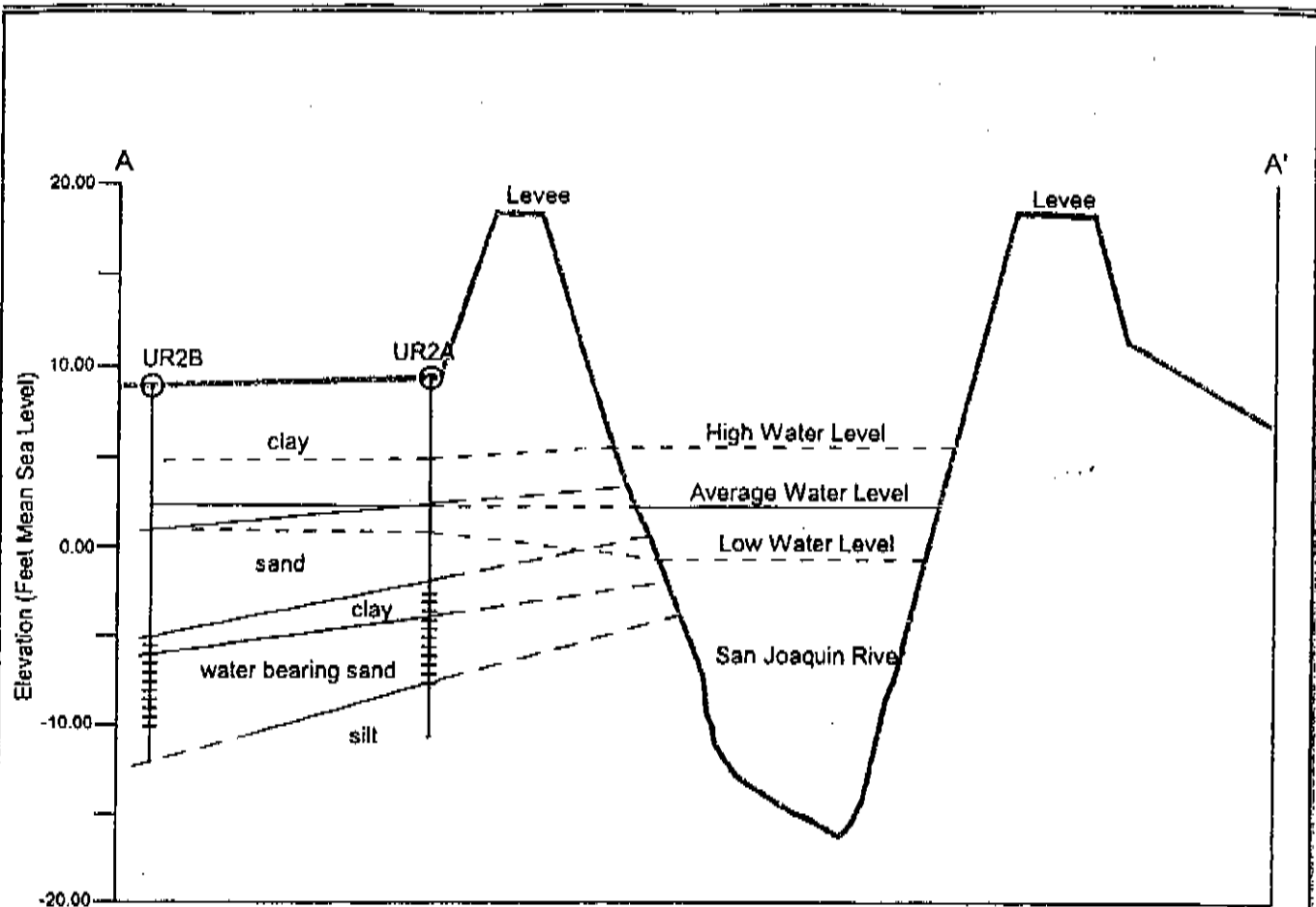
Department of Water Resources  
 Central District  
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**Legend**

- Surface Profile
- - - Water Level
- ▬ Generalized Lithology
- - - Projected Lithology
- Well

Horizontal Scale: 1 inch = 150 feet  
 0 50 100 150 200 250 300 Feet  
 Approximate vertical exaggeration 5X



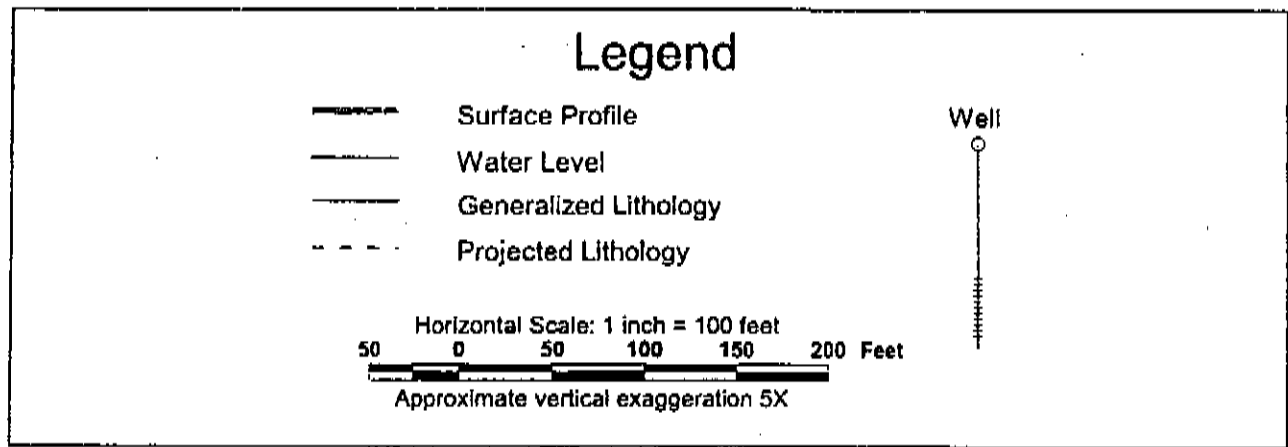
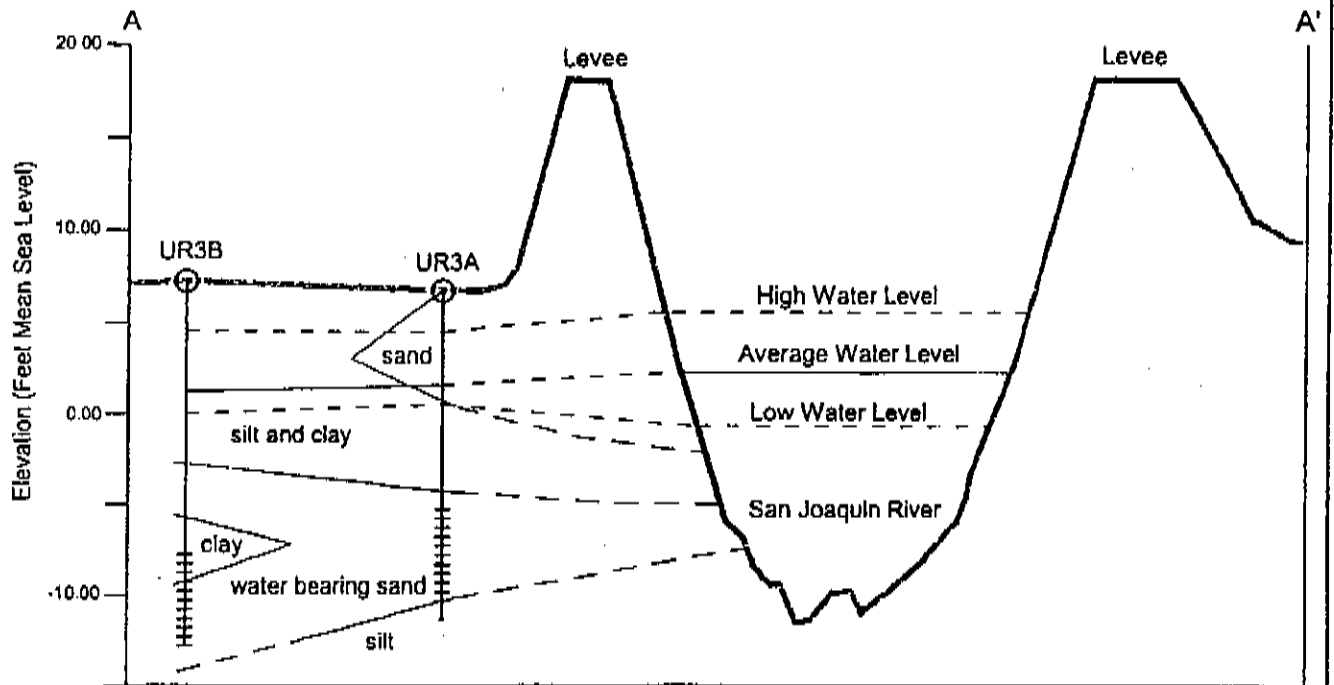
## Hydrogeologic Cross Section A - A' of Site 2

RD 544 Seepage Monitoring Study

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Central District  
Geology and Groundwater



Figure 6



## Hydrogeologic Cross Section A - A' of Site 3

RD 544 Seepage Monitoring Study

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Figure 7

**San Joaquin River Stage**  
RD 544 Seepage Monitoring Study

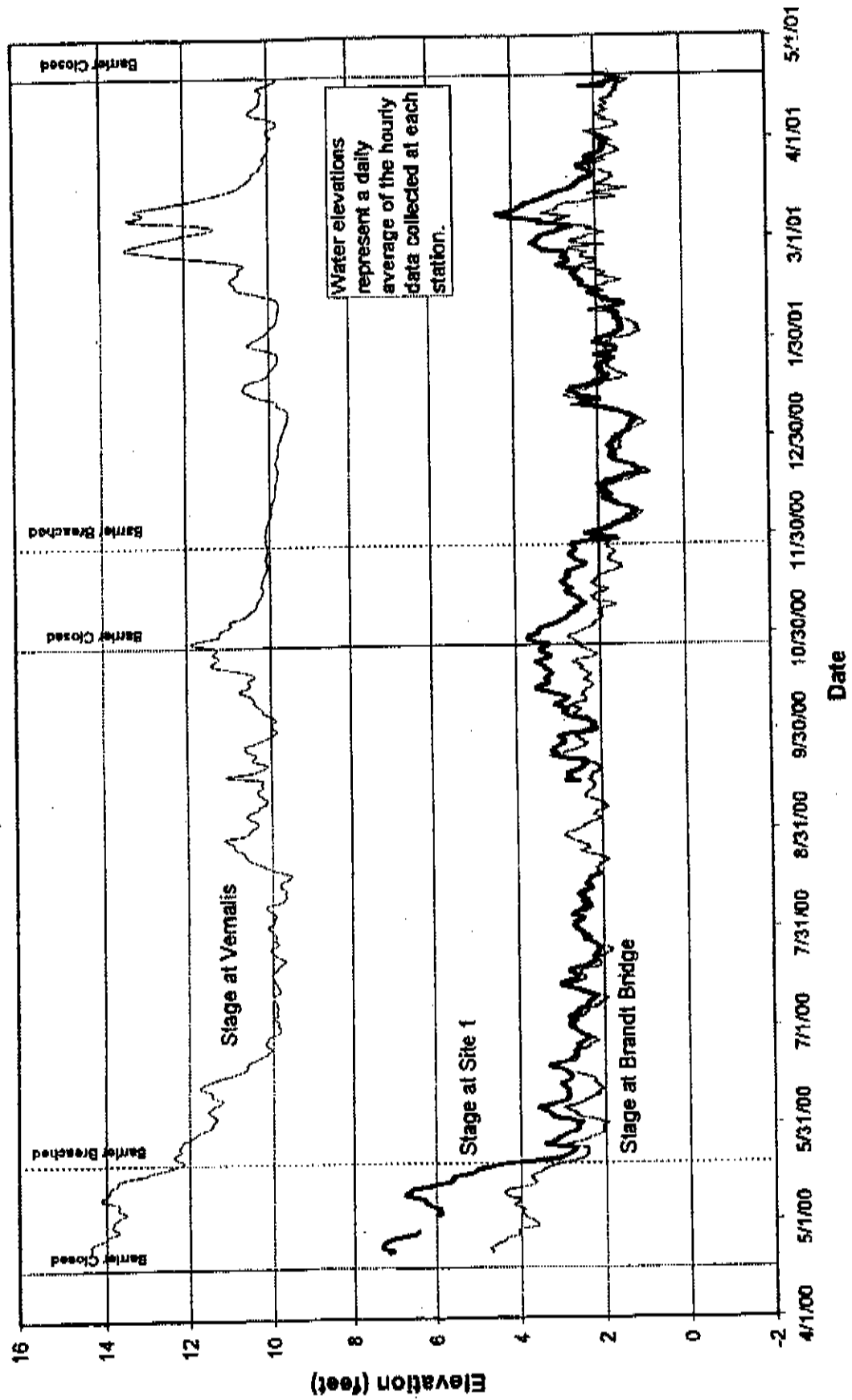


Figure 8

Central District Geology and Groundwater

**San Joaquin River Stage and Groundwater Levels at Site 1**  
**RD 544 Seepage Monitoring Study**

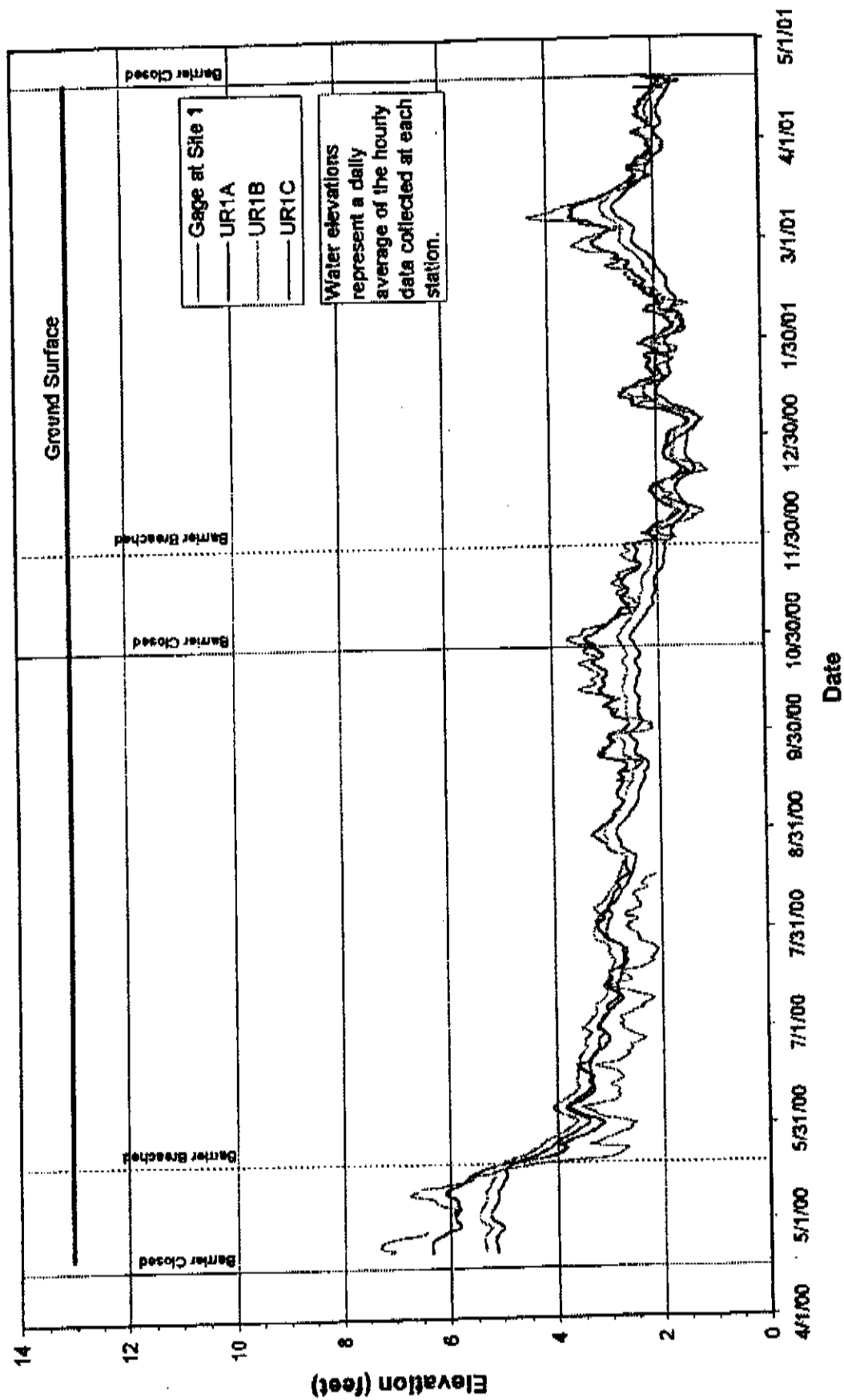


Figure 9



**San Joaquin River Stage and Groundwater Levels at Site 1**  
**RD 544 Seepage Monitoring Study**

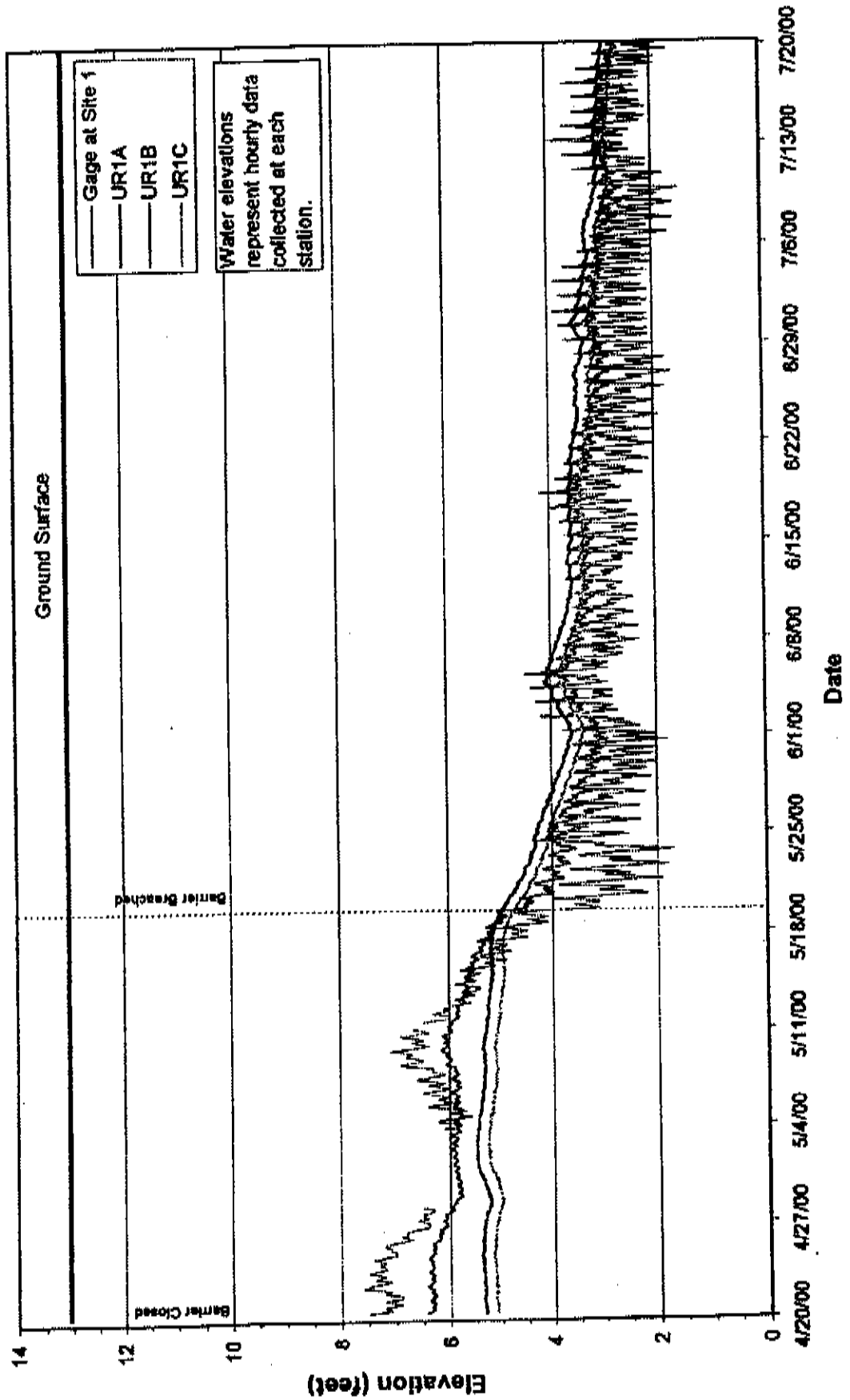
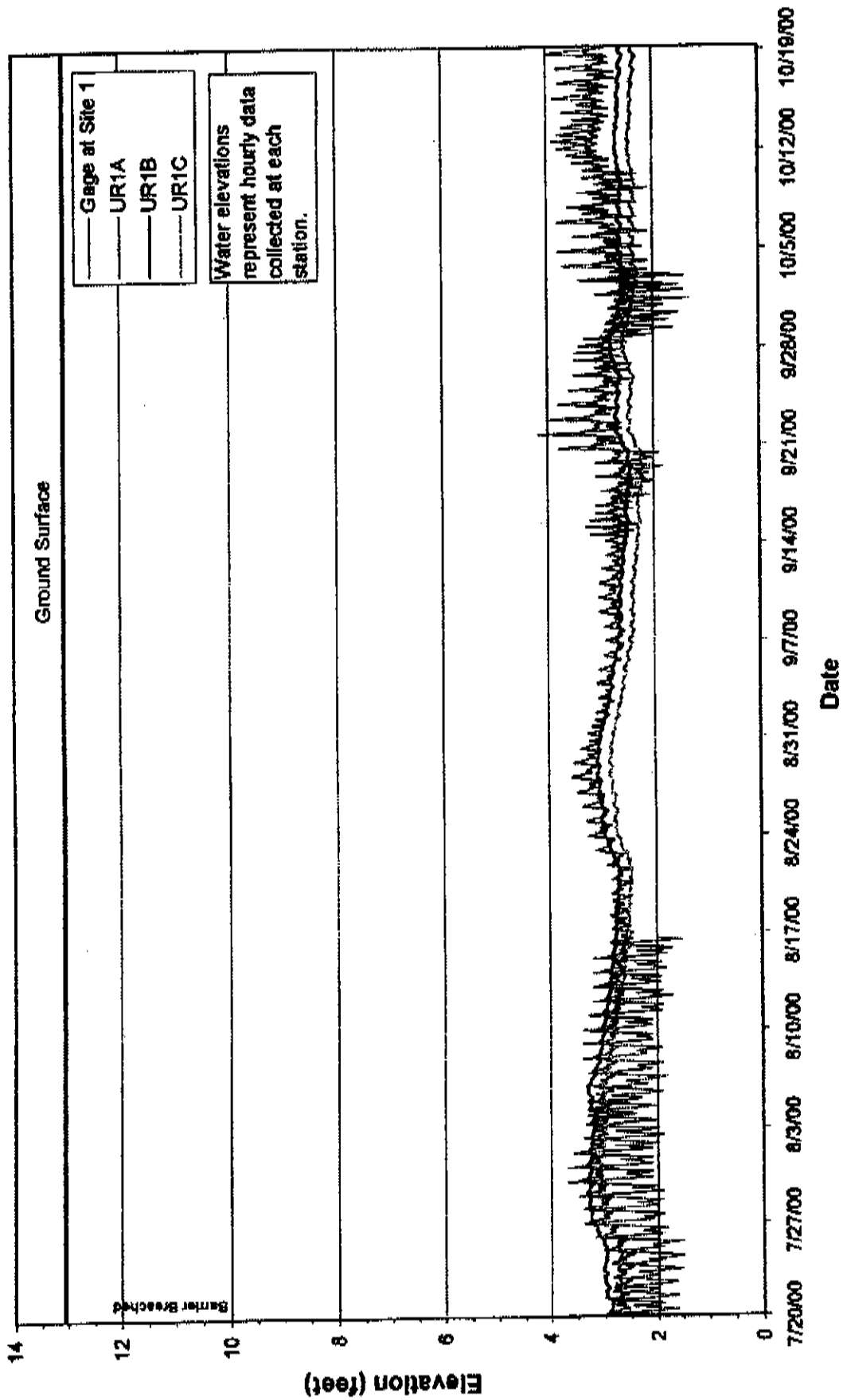


Figure 10

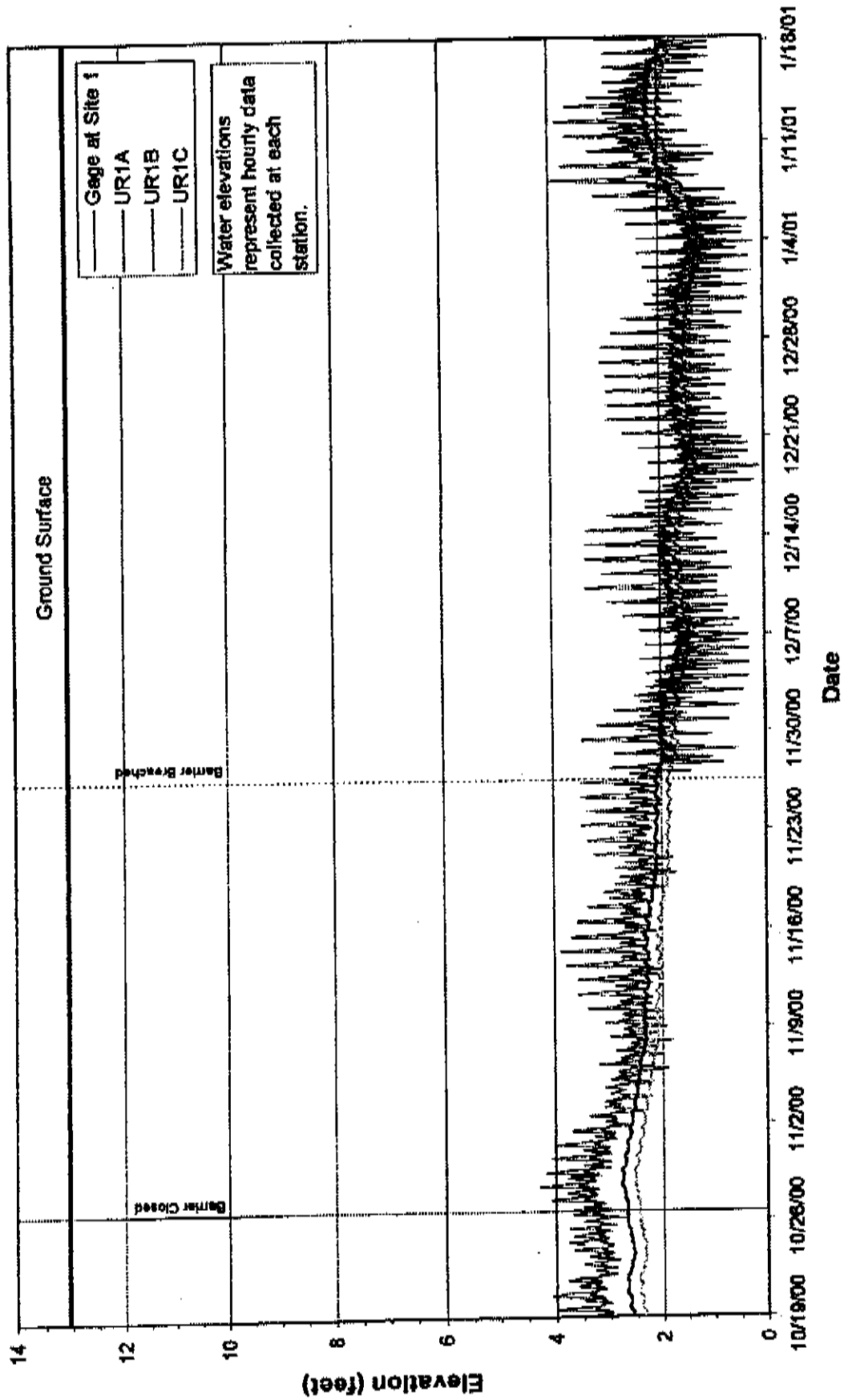
Central District Geology and Groundwater

**San Joaquin River Stage and Groundwater Levels at Site 1**  
**RD 544 Seepage Monitoring Study**



# San Joaquin River Stage and Groundwater Levels at Site 1

## RD 544 Seepage Monitoring Study



**San Joaquin River Stage and Groundwater Levels at Site 1**  
 RD 544 Seepage Monitoring Study

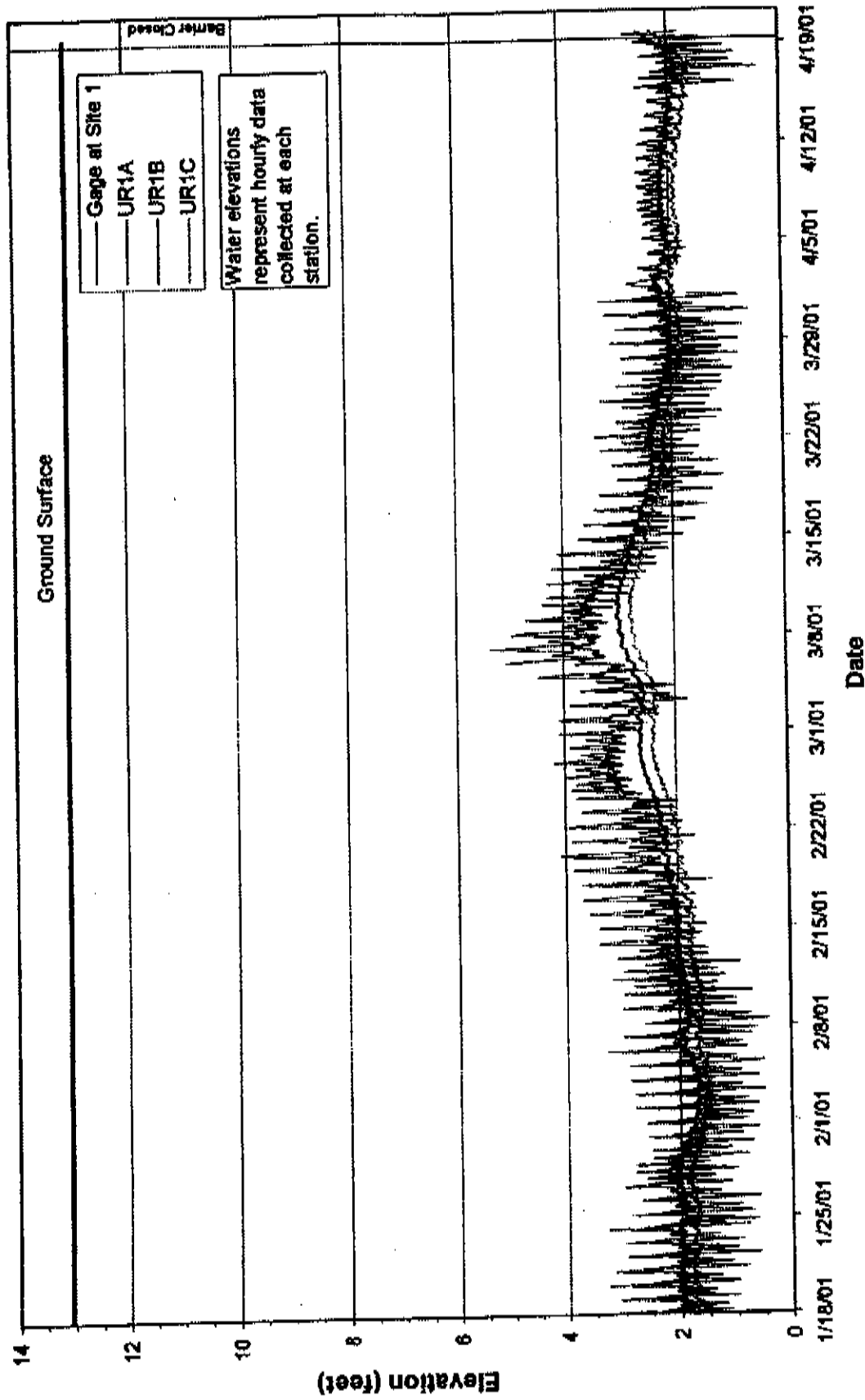


Figure 13

**San Joaquin River Stage and Groundwater Levels at Site 2**  
 RD 544 Seepage Monitoring Study

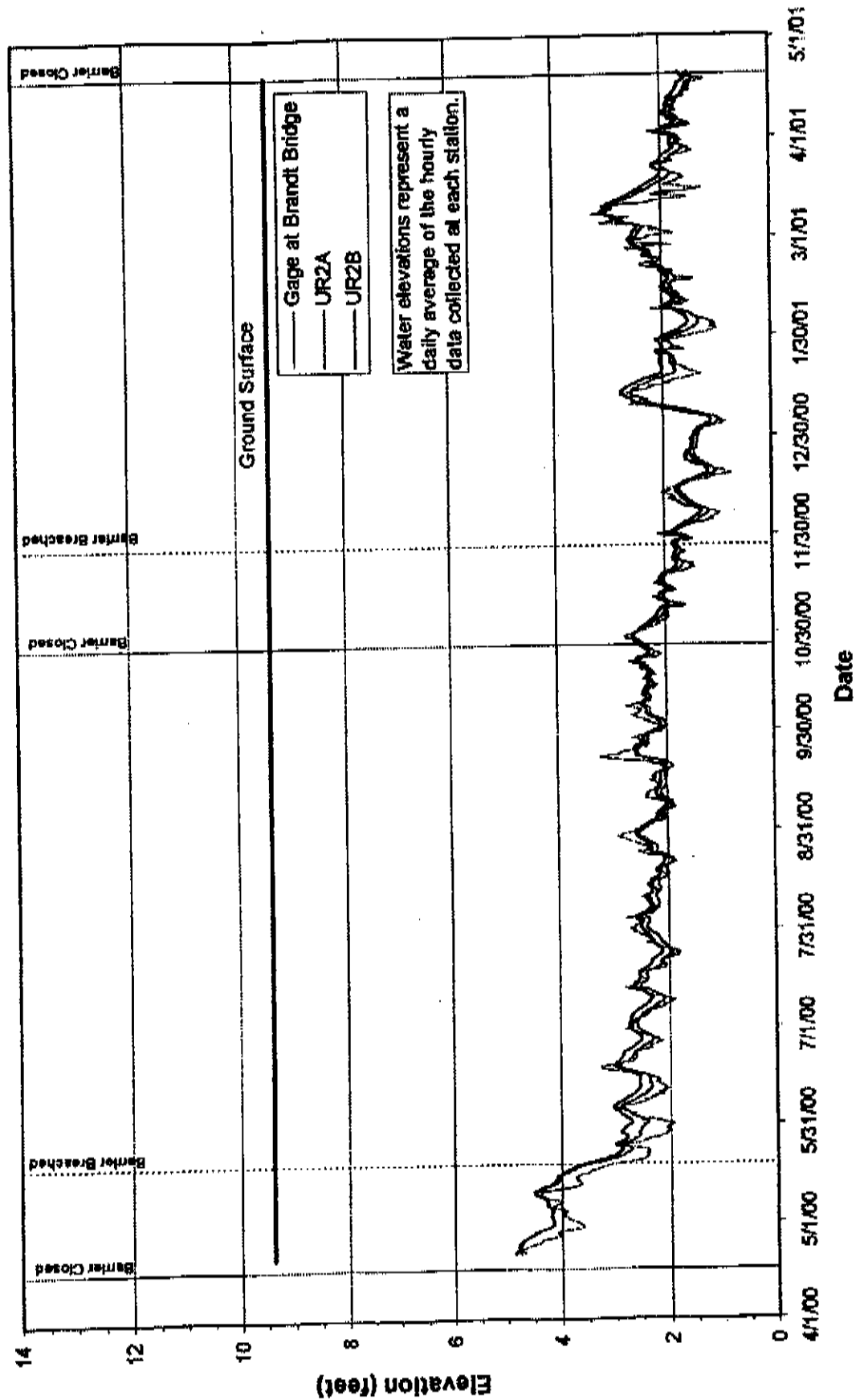


Figure 14

**San Joaquin River Stage and Groundwater Levels at Site 3**  
 RD 544 Seepage Monitoring Study

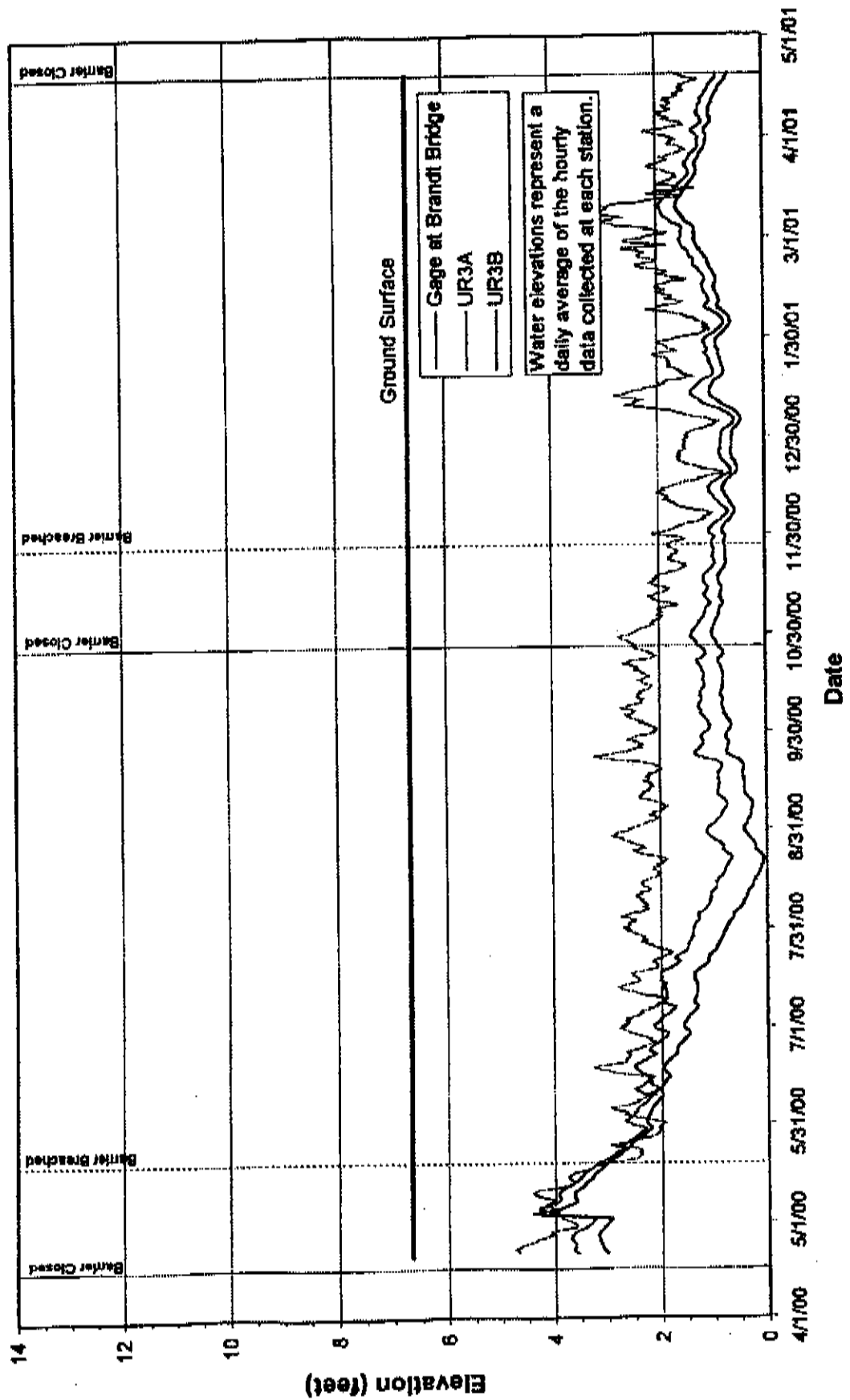


Figure 15

# **Appendix**

## **Drill Hole Logs and Well Completions**

**DRILL HOLE LOG**

PROJECT Reclamation District 544 Seepage Monitoring Study DATE DRILLED 04/06/00  
FEATURE Monitoring Wells ATTITUDE Vertical  
LOCATION \_\_\_\_\_ LOGGED BY William Brewster  
CONTR. Layne-Christensen DRILL RIG CME 750 DEPTH TO WATER Not Determined

DEPTH (ELEV.)	LOG	FIELD CLASSIFICATION AND DESCRIPTION	SAMPLE NO.	MODE	REMARKS
0.0 (13.06)		<b>QUATERNARY ALLUVIUM DEPOSITS</b> 0.0 to 30.0'		AD	CME Continuous Sampling
2.0		0.0 - 5.0' <u>No sample obtained</u> Cuttings indicate sandy soil.		NR	0.0 - 5.0' No sample obtained
4.0				0.0 5.0	
8.0	CL	5.0 - 9.0' <u>Silty Clay with Fine Sand (CL):</u> About 50% medium plasticity clay; about 50% non-plastic fines; reddish gray; moist; soft to medium stiff.	1	2.0 2.0	2-foot sample
8.0			2	3.0 3.0	3-foot sample Clay in bottom of sampler.
10.0	SW	9.0 - 9.5' <u>Medium Sand (SW):</u> About 95% well sorted, clean, medium sand; about 5% fines; yellowish brown; moist.			
12.0	CL	9.5 - 20.0' <u>Clay with Silt (CL):</u> About 90% medium plasticity clay; about 10% non-plastic, micaeous fines; dark brown to gray; moist; soft to stiff.	3		
14.0				5.0 5.0	5-foot sample
16.0					Continued on next page.



State of California  
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**DRILL HOLE LOG**

SHEET 2 OF 2  
HOLE NO. UR-1-A

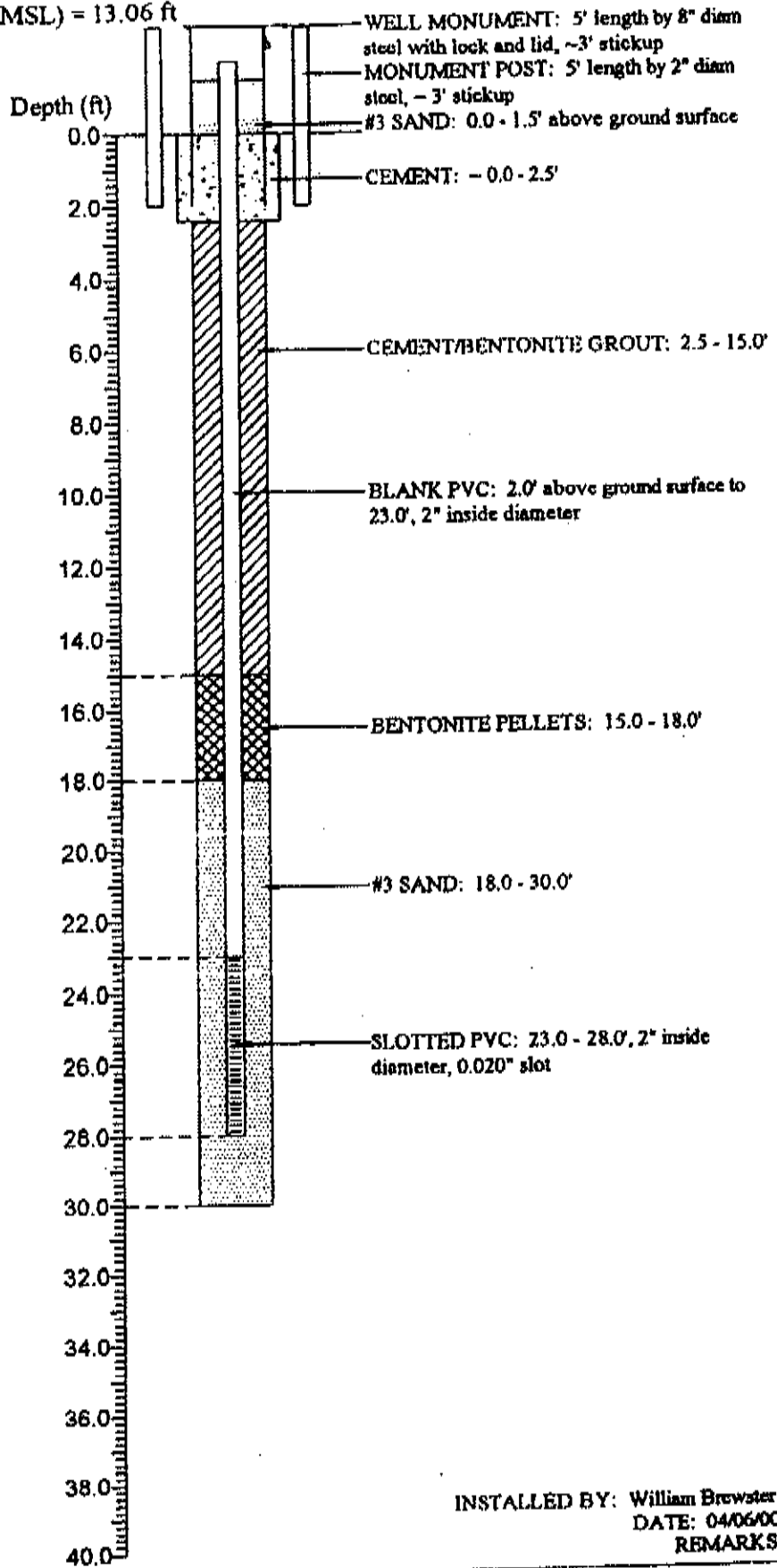
PROJECT & FEATURE **Reclamation District 544 Seepage Monitoring Study, Monitoring Wells**

DEPTH (ELEV.)	LOG	FIELD CLASSIFICATION AND DESCRIPTION	SAMPLE NO.	MODE	REMARKS
16.0		<b>QUATERNARY ALLUVIUM DEPOSITS</b> 0.0 to 30.0'		AD	CME Continuous Sampling
18.0	CL	(cont.) 9.5 - 20.0' <u>Clay with Silt (CL)</u> : About 90% medium plasticity clay, about 10% non-plastic, micaceous fines; dark brown to gray; moist; soft to stiff.	5	<u>5.0</u> 5.0	5-foot sample
20.0		20.0 - 24.0' <u>Silt with Sand (ML)</u> : About 70% non-plastic fines; about 30% fine sand; olive-gray, wet.			
22.0	ML		6	<u>5.0</u> 5.0	5-foot sample
24.0		24.0 - 30.0' <u>Silty Sand (SM)</u> : About 85% fine to medium micaceous sand; about 15% non-plastic fines; grayish brown, saturated, medium dense.			
26.0			7	<u>0.5</u> 5.0	Lost the majority of sample down the hole due to loose, wet sand.
28.0	SM				
30.0 (-16.9)					Total Depth = 30.0 feet
32.0					
34.0					
36.0					

DWR 888 (2) (Rev. 9-84)

Monitoring Well Completion of UR-1-A

Ground Surface Elevation (MSL) = 13.06 ft  
Datum (UTM NAD 83):



State of California  
The Resources Agency  
DEPARTMENT OF WATER RESOURCES

SHEET 1 of 2  
HOLE NO. UR-1-B  
ELEV. 13.04 FEET  
DEPTH 27.0 FEET

**DRILL HOLE LOG**

PROJECT Reclamation District 544 Seepage Monitoring Study DATE DRILLED 04/07/00  
FEATURE Monitoring Wells ATTITUDE Vertical  
LOCATION \_\_\_\_\_ LOGGED BY Mark Souverville  
CONTR. Layne-Christensen DRILL RIG CME 750 DEPTH TO WATER Approximately 18 ft

DEPTH (ELEV.)	LOG	FIELD CLASSIFICATION AND DESCRIPTION	SAMPLE NO.	MODE	REMARKS
0.0 (13.06)		<b>QUATERNARY ALLUVIUM DEPOSITS</b> 0.0 to 27.0'		AD	CME Continuous Sampling
2.0		0.0 - 7.0' <u>Sandy Silt (ML)</u> : About 80% non-plastic fines; about 20% fine to medium sand; olive-brown, damp, stiff.	1	1.0 5.0	1-foot sample Lost majority of sample down hole.
4.0	ML				
6.0					
8.0		7.0 - 15.5' <u>Sandy Clay (CL)</u> : About 85% reddish gray, medium plasticity clay; about 15% olive-gray, fine sand; damp to moist, soft to medium stiff. Increase in moisture, decrease in clay at 9'. Occurrence of calcichey and color change to gray-brown at 12'.	2	5.0 5.0	5-foot sample
10.0	CL				
12.0			3	5.0 5.0	5-foot sample
14.0					
16.0	ML	15.5 - 21.0' <u>Sandy Silt (ML)</u> : About 75% non-plastic fines; about 25% very fine to fine sand; light olive-brown, moist, soft. Wet from 18.0 - 18.5'.	4	5.0 5.0	5-foot sample Continued on next page.

DWR 888 (1) (Rev. 9-84)

State of California  
The Resources Agency  
DEPARTMENT OF WATER RESOURCES  
**DRILL HOLE LOG**

SHEET 2 OF 2  
HOLE NO. UR-1-B

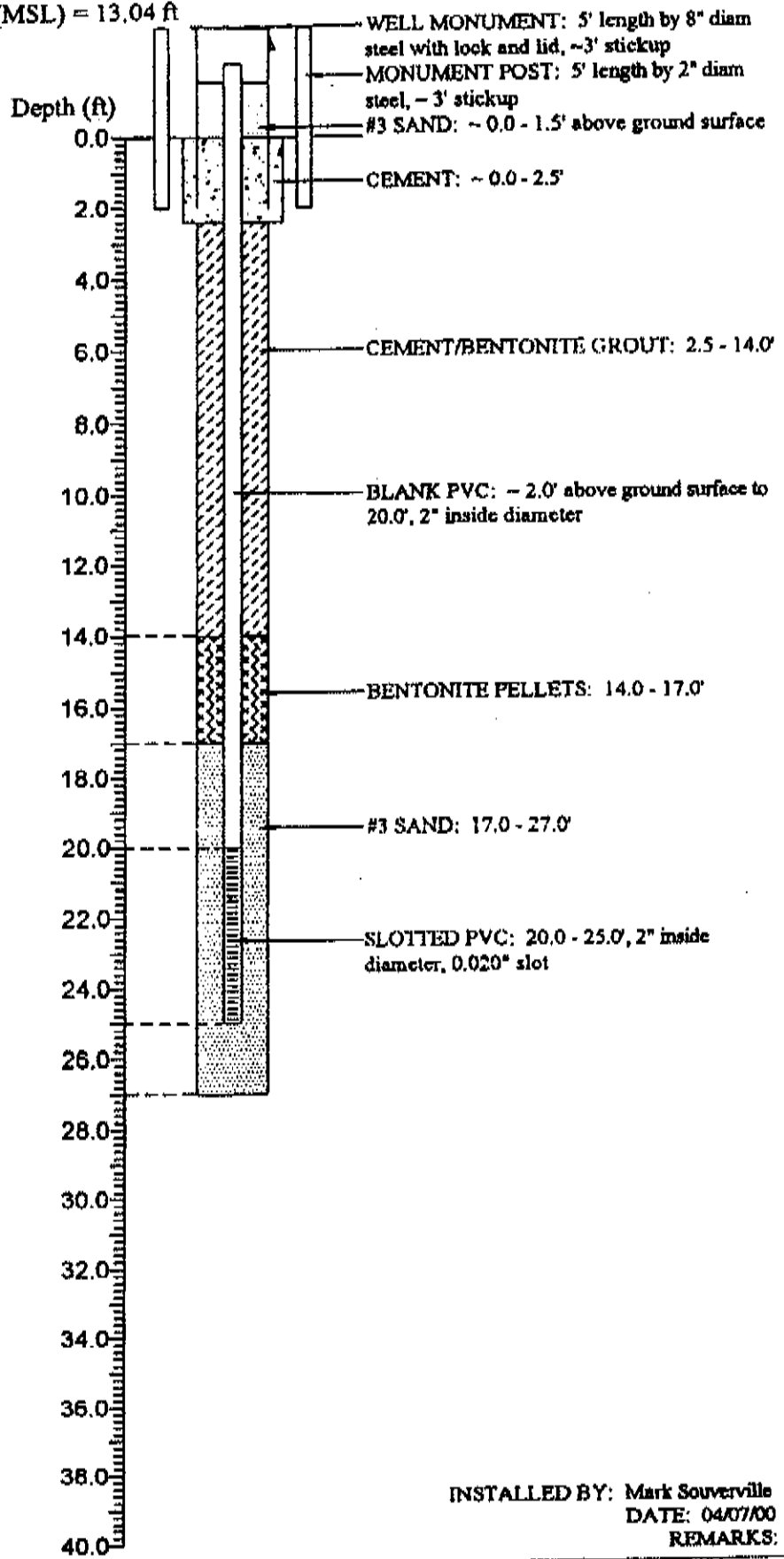
PROJECT & FEATURE **Reclamation District 544 Seepage Monitoring Study, Monitoring Wells**

DEPTH (ELEV.)	LOG	FIELD CLASSIFICATION AND DESCRIPTION	SAMPLE NO.	MODE	REMARKS
18.0		<b>QUATERNARY ALLUVIUM DEPOSITS</b> 0.0 to 27.0'		AD	CME Continuous Sampling
18.0	ML	(cont.) 15.5 - 21.0' <u>Sandy Silt (ML)</u> : About 75% non-plastic fines; about 25% very fine to fine sand; light olive-brown, moist, wet from 18.0 - 18.5', soft.	4	$\frac{5.0}{5.0}$	5-foot sample
22.6	SM	21.0 - 25.0' <u>Silty Sand (SM)</u> : About 85% fine to medium micaceous sand; about 15% non-plastic fines; grayish brown, saturated, medium dense.	5	$\frac{5.0}{5.0}$	5-foot sample
26.0	CL	25.0 - 27.0' <u>Sandy Clay (CL)</u> : About 85% medium plasticity clay; about 15% fine to medium sand; light olive-brown, moist to wet, stiff.	6	$\frac{2.0}{2.0}$	2-foot sample
(-14.0)					Total Depth = 27.0 feet
28.0					
30.0					
32.0					
34.0					
36.0					

DWR 885 (2) (Rev. 9-84)

### Monitoring Well Completion of UR-1-B

Ground Surface Elevation (MSL) = 13.04 ft  
Datum (UTM NAD 83):



State of California  
The Resources Agency  
DEPARTMENT OF WATER RESOURCES

SHEET 1 of 3  
HOLE NO. UR-1-C  
ELEV. 13.01 FEET  
DEPTH 40.0 FEET

**DRILL HOLE LOG**

PROJECT Reclamation District 544 Seepage Monitoring Study DATE DRILLED 04/07/00  
FEATURE Monitoring Wells ATTITUDE Vertical  
LOCATION \_\_\_\_\_ LOGGED BY Mark Souverville  
CONTR. Layne-Christensen DRILL RIG CME 750 DEPTH TO WATER Approximately 18 ft

DEPTH (ELEV.)	LOG	FIELD CLASSIFICATION AND DESCRIPTION	SAMPLE NO.	MODE	REMARKS
0.0 (13.06)		<b>QUATERNARY ALLUVIUM DEPOSITS</b> 0.0 to 40.0'		AD	CME Continuous Sampling
2.0	ML	0.0 - 5.0' <u>Sandy Silt (ML)</u> : About 80% non-plastic fines; about 20% fine to medium sand; olive-brown, damp, stiff.	1	1.5 5.0	1.5-foot sample Lost majority of sample down hole.
6.0		5.0 - 14.5' <u>Sandy Clay (CL)</u> : About 80% medium plasticity clay; about 20% fine to medium sand; olive-brown, damp to moist medium stiff, very stiff 12 - 13'.	2	5.0 5.0	Sluff from above fall in sample tube, projected contact from ML to CL.  5-foot sample
12.0	CL		3	5.0 5.0	5-foot sample
16.0	ML	14.5 - 20.0' <u>Sandy Silt (ML)</u> : About 75% non-plastic fines; about 25% very fine to fine sand; light olive-brown, moist to wet, soft.	4	5.0 5.0	5-foot sample Continued on next page.

DWR 525 (1) (Rev. 9-94)

State of California  
The Resources Agency  
DEPARTMENT OF WATER RESOURCES  
**DRILL HOLE LOG**

SHEET 2 OF 3  
HOLE NO. UR-1-C

PROJECT & FEATURE **Reclamation District 544 Seepage Monitoring Study, Monitoring Wells**

DEPTH (ELEV.)	LOG	FIELD CLASSIFICATION AND DESCRIPTION	SAMPLE NO.	MODE	REMARKS
16.0		<b>QUATERNARY ALLUVIUM DEPOSITS</b> 0.0 to 40.0'		AD	CME Continuous Sampling
18.0	ML	(cont.) 14.5 - 20.0' <u>Sandy Silt (ML)</u> : About 75% non-plastic fines; about 25% very fine to fine sand; light olive-brown, moist to wet, soft.	4	5.0 5.0	5-foot sample
20.0		20.0 - 24.0' <u>Silty Sand (SM)</u> : About 85% fine to medium micaceous sand; about 15% non-plastic fines; grayish brown, wet, medium dense.			
22.0	SM		5	5.0 5.0	5-foot sample
24.0		24.0 - 26.0' <u>Sandy Clay (CL)</u> : About 85% high plasticity clay; about 15% fine to coarse sand; light olive-brown with iron-oxide stains, wet to saturated, stiff.			
26.0	CL	26.0 - 29.0' <u>Clay with Silt (CL)</u> : About 90% high plasticity clay; about 10% non-plastic fines; yellow-brown (iron banding) to light olive-brown, moist to wet, stiff.	6	5.0 5.0	5-foot sample
28.0		29.0 - 40.0' <u>Silty Sand (SM)</u> : About 85% fine to medium micaceous sand; about 15% non-plastic fines; light olive-brown to olive-brown, saturated, loose. Mica increases with depth.			
30.0	SM		7	5.0 5.0	5-foot sample
32.0					
34.0					
36.0			8	5.0 5.0	5-foot sample Continued on next page.

DWR 688 (2) (Rev. 9-84)

State of California  
The Resources Agency  
DEPARTMENT OF WATER RESOURCES  
**DRILL HOLE LOG**

SHEET 3 OF 3  
HOLE NO. UR-1-C

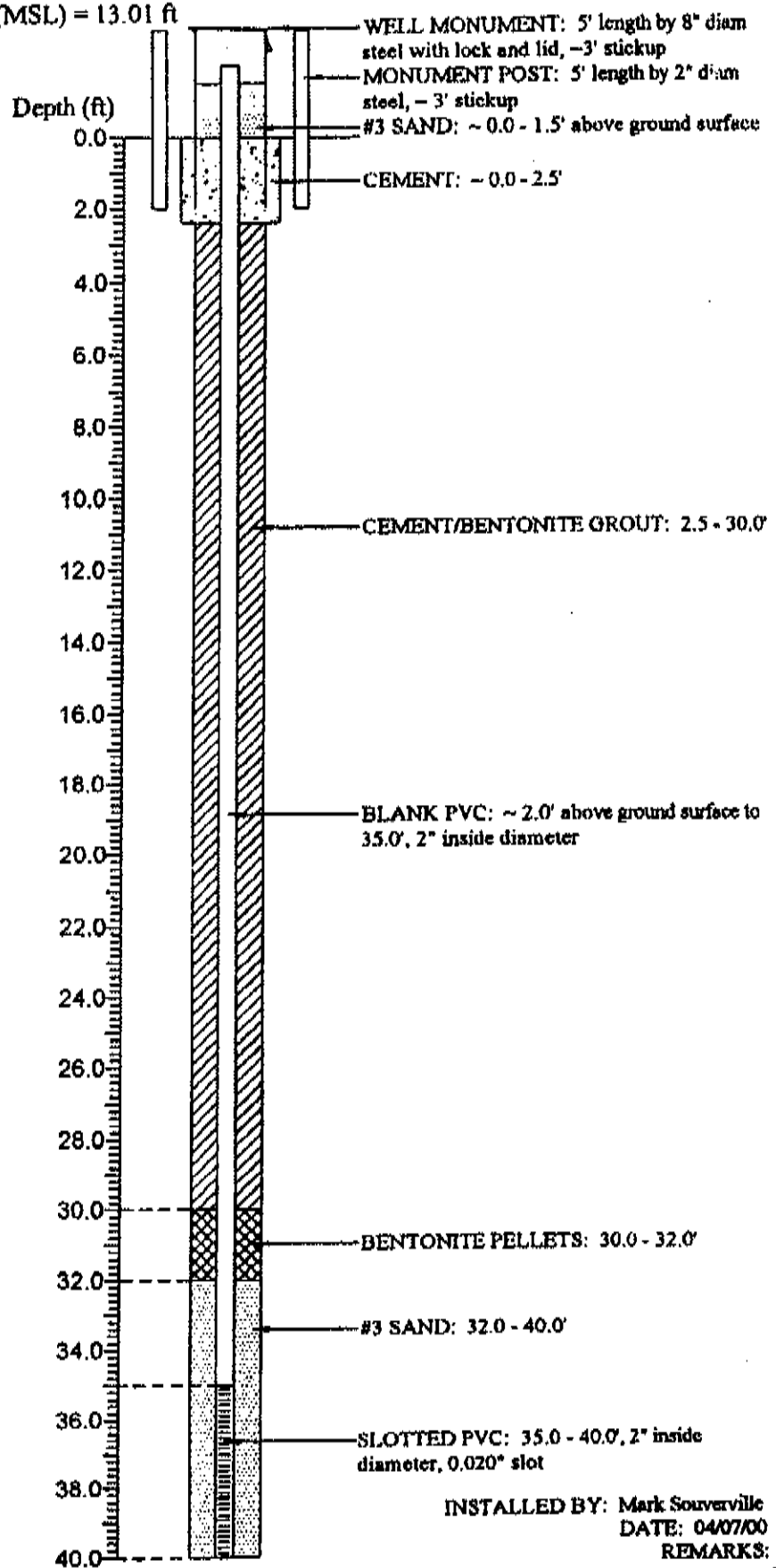
PROJECT & FEATURE **Reclamation District 544 Seepage Monitoring Study, Monitoring Wells**

DEPTH (ELEV.)	LOG	FIELD CLASSIFICATION AND DESCRIPTION	SAMPLE NO.	MODE	REMARKS
36.0	(GP)s.c	<b>QUATERNARY ALLUVIUM DEPOSITS</b> 0.0 to 40.0'		AD	CME Continuous Sampling
38.0		(cont.) 29.0 - 40.0' <u>Silty Sand (SM)</u> : About 85% fine to medium micaceous sand; about 15% non-plastic fines; light olive-brown to olive-brown, saturated, loose. Mica increases with depth.	6	5.0 5.0	5-foot sample
40.0 (-27.0)					Total Depth = 40 feet
42.0					
44.0					



Monitoring Well Completion of UR-1-C

Ground Surface Elevation (MSL) = 13.01 ft  
Datum (UTM NAD 83):



INSTALLED BY: Mark Souverville  
DATE: 04/07/00  
REMARKS:

**DRILL HOLE LOG**

PROJECT Reclamation District 544 Seepage Monitoring Study DATE DRILLED 04/08/00  
FEATURE Monitoring Wells ATTITUDE Vertical  
LOCATION \_\_\_\_\_ LOGGED BY William Brewster  
CONTR. Layne-Christensen DRILL RIG CME 750 DEPTH TO WATER Approximately 8 ft

DEPTH (ELEV.)	LOG	FIELD CLASSIFICATION AND DESCRIPTION	SAMPLE NO.	MODE	REMARKS
0.0 (13.06)		<u>QUATERNARY ALLUVIUM DEPOSITS</u> 20.0'		AD	CME Continuous Sampling
2.0		0.0 - 5.0' <u>No sample obtained</u> Cuttings indicate sandy soil.		NR	0.0 - 5.0' No sample obtained, fell out of sampler.
4.0				0.0 5.0	
6.0	CL	5.0 - 7.0' <u>Clay (CL)</u> : Brown; damp; stiff.	1	2.5 2.5	2.5-foot sample
8.0	SM	7.0 - 11.3' <u>Sand with Silt and Clay (SM)</u> : About 80% fine to medium sand; about 20% fines; light brown; moist.	2	2.5 2.5	2.5-foot sample
10.0					
12.0	CL	11.3 - 13.3' <u>Clay with Silt (CL)</u> : About 90% medium plasticity clay; about 10% non-plastic fines; brown to gray; wet; soft to stiff.	3		5-foot sample
14.0	SM	13.3 - 17.0' <u>Silty Sand (SM)</u> : About 85% medium to coarse sand; about 15% non-plastic fines; light brown; wet.		5.0 5.0	
16.0			4		Continued on next page.

State of California  
The Resources Agency  
DEPARTMENT OF WATER RESOURCES  
**DRILL HOLE LOG**

SHEET 2 OF 2  
HOLE NO. UR-2-A

PROJECT & FEATURE **Reclamation District 544 Seepage Monitoring Study, Monitoring Wells**

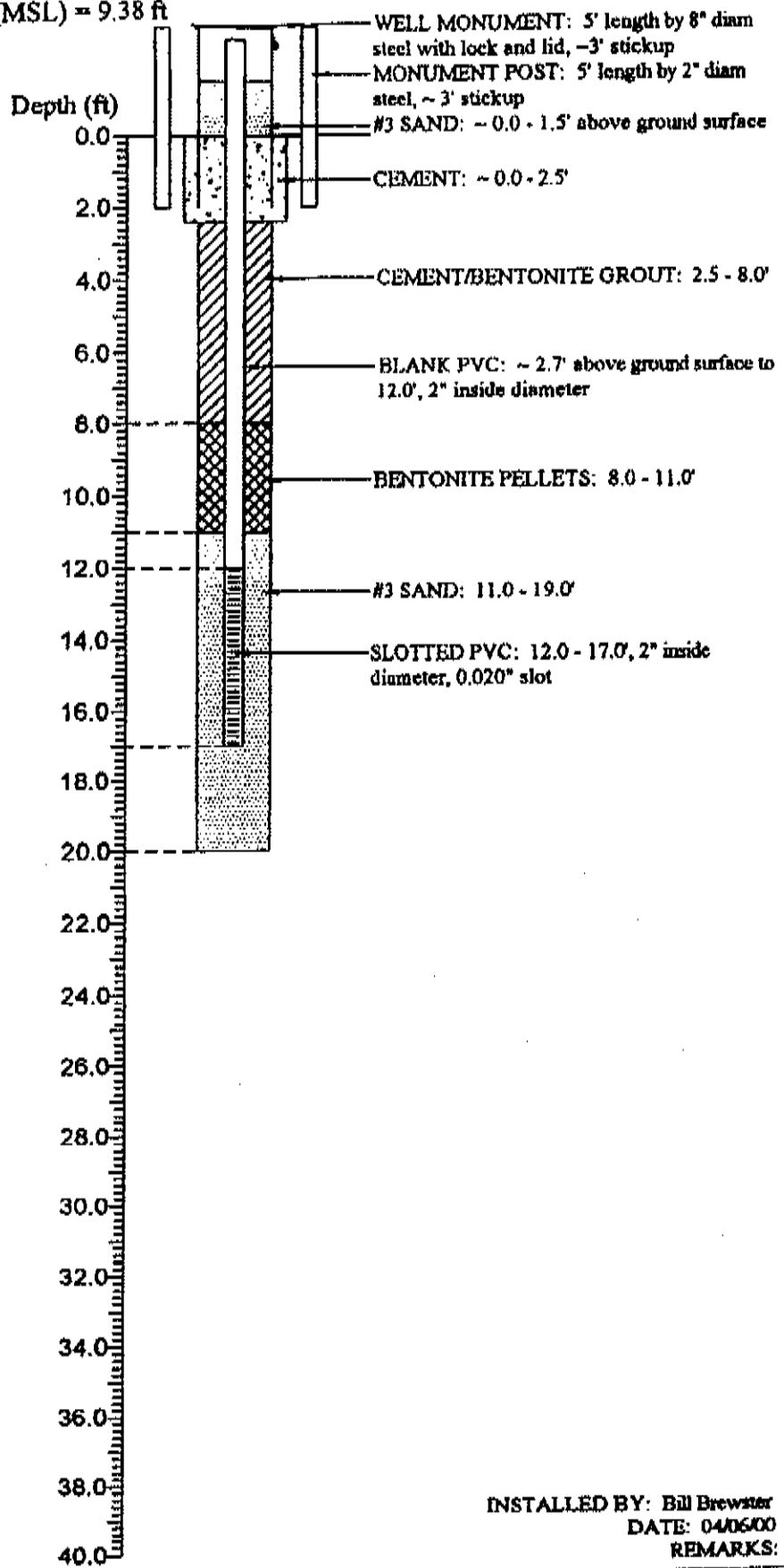
DEPTH (ELEV.)	LOG	FIELD CLASSIFICATION AND DESCRIPTION	SAMPLE NO.	MODE	REMARKS
18.0	SM	<b>QUATERNARY ALLUVIUM DEPOSITS</b> 0.0 to 20.0'		AD	CME Continuous Sampling
18.0		(cont.) 13.3 - 17.0' <u>Silty Sand (SM)</u> : About 85% medium to coarse sand; about 15% non-plastic fines; light brown; wet.	5	5.0 5.0	5-foot sample
20.0	ML	17.0 - 20.0' <u>Silty Sand with Clay (ML)</u> : About 60% fine sand; about 40% fines with slight plasticity; light brown, wet.			Total Depth = 20.0 feet
(-10.6)					
22.0					
24.0					
26.0					
28.0	SM				
30.0					
32.0					
34.0					
36.0					

DWR 668 (3) (Rev. 9-84)

Reclamation District 544 Seepage Monitoring Study

Monitoring Well Completion of UR-2-A

Ground Surface Elevation (MSL) = 9.38 ft  
Datum (UTM NAD 83):



**DRILL HOLE LOG**

PROJECT Reclamation District 544 Seepage Monitoring Study DATE DRILLED 04/08/00  
FEATURE Monitoring Wells ATTITUDE Vertical  
LOCATION \_\_\_\_\_ LOGGED BY William Brewster  
CONTR. Layne-Christensen DRILL RIG CME 750 DEPTH TO WATER Approximately 17 ft

DEPTH (ELEV.)	LOG	FIELD CLASSIFICATION AND DESCRIPTION	SAMPLE NO.	MODE	REMARKS
0.0 (8.96)		<b>QUATERNARY ALLUVIUM DEPOSITS</b> 0.0 to 21.0'		AD	CME Continuous Sampling
2.0		0.0 - 5.5' <u>Silty Clay (CL)</u> : About 70% low plasticity clay; about 30% non-plastic fines; mottled dark brown, dark grayish brown; moist; soft.	NR	0.0 5.0	0.0 - 5.0' No sample obtained
4.0	CL				
6.0		5.5 - 8.0' <u>Sandy Clay (CL)</u> : About 60% medium plasticity clay; about 40% medium sand; dark gray; moist; stiff.	1	2.5 2.5	2.5-foot sample
8.0					
10.0		8.0 - 14.0' <u>Silty Sand (SM)</u> : About 80% medium sand; about 20% non-plastic fines; dark brown; moist.	2	2.5 2.5	2.5-foot sample
12.0	SM				
14.0			3	5.0 5.0	5-foot sample
14.0	CL	14.0 - 15.0' <u>Sandy Silty Clay (CL)</u> : About 50% clay; about 30% non-plastic fines; about 20% fine, micaceous sand; light brown; wet. 15.0 - 21.0' <u>Sand with Silt (SM)</u> : About 95% micaceous, fine to medium sand; about 5% non-plastic fines; light brown; moist; loose.			
16.0	SM		4		2.5-foot sample Continued on next page.

State of California  
The Resources Agency  
DEPARTMENT OF WATER RESOURCES  
**DRILL HOLE LOG**

SHEET 2 OF 2  
HOLE NO. UR-2-B

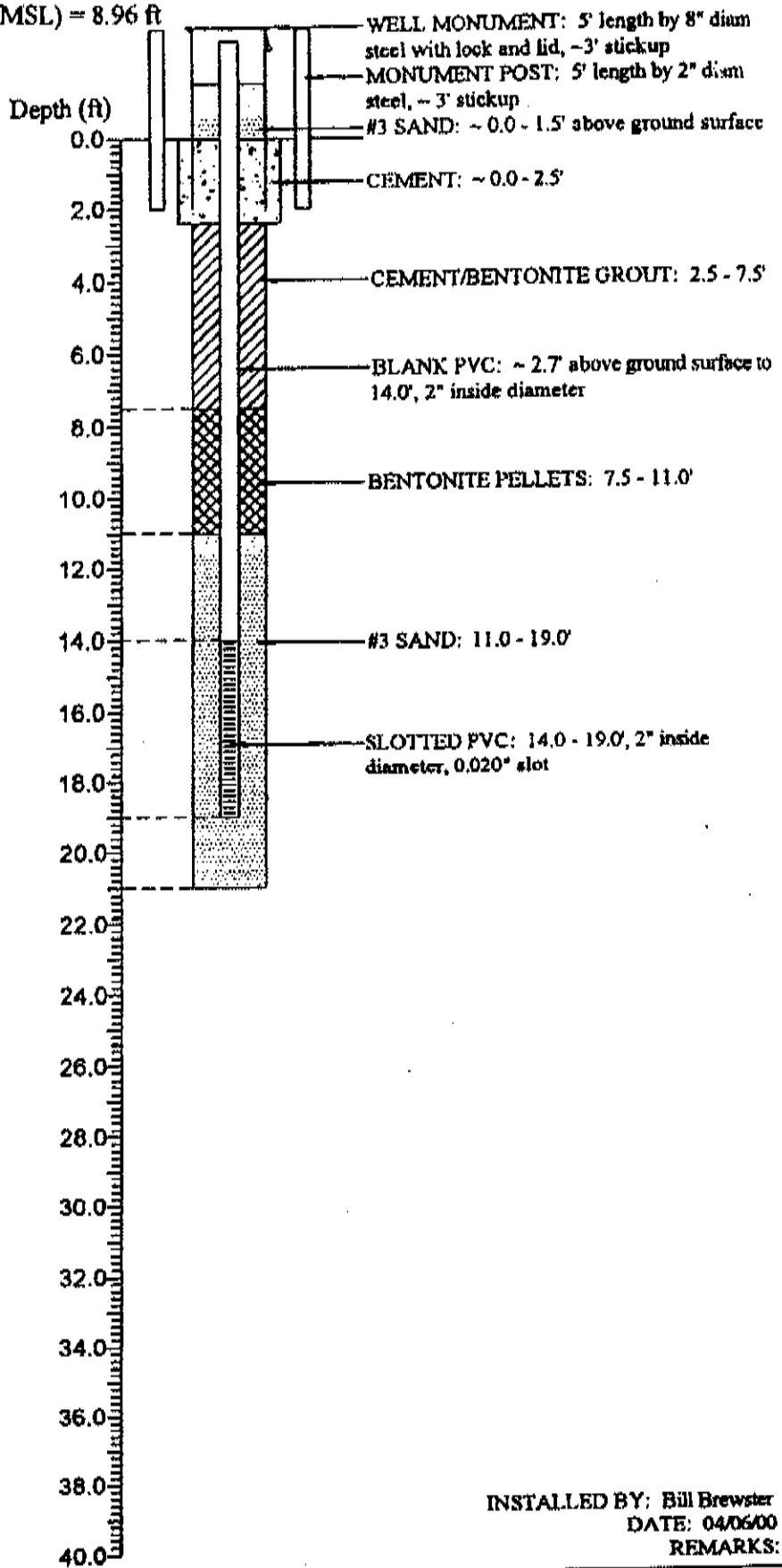
PROJECT & FEATURE **Reclamation District 544 Seepage Monitoring Study, Monitoring Wells**

DEPTH (ELEV.)	LOG	FIELD CLASSIFICATION AND DESCRIPTION	SAMPLE NO.	MODE	REMARKS
18.0		<b>QUATERNARY ALLUVIUM DEPOSITS</b> 0.0 to 21.0'		AD	CME Continuous Sampling
18.0	SM	(cont.) 15.0 - 21.0' <u>Sand with Silt (SM)</u> : About 95% micaceous, fine to medium sand; about 5% non-plastic fines; light brown; moist, saturated at 17.5'; loose.	5	0.0 3.5	No sample retrieved, fell out of sampler due to high water content and loose soil.
20.0					
(-12.0)					Total Depth = 21.0 feet
22.0					
24.0					
26.0					
28.0					
30.0					
32.0					
34.0					
36.0					

DWR 888 (2) (Rev. 9-84)

Monitoring Well Completion of UR-2-B

Ground Surface Elevation (MSL) = 8.96 ft  
Datum (UTM NAD 83):



State of California  
The Resources Agency  
DEPARTMENT OF WATER RESOURCES

SHEET 1 of 2  
HOLE NO. UR-3-A  
ELEV. 6.67 FEET  
DEPTH 18.0 FEET

**DRILL HOLE LOG**

PROJECT Reclamation District 544 Seepage Monitoring Study DATE DRILLED 04/05/00  
FEATURE Monitoring Wells ATTITUDE Vertical  
LOCATION \_\_\_\_\_ LOGGED BY Mark Souverville  
CONTR. Layne-Christensen DRILL RIG CME 750 DEPTH TO WATER Approximately 11 ft

DEPTH (ELEV.)	LOG	FIELD CLASSIFICATION AND DESCRIPTION	SAMPLE NO.	MODE	REMARKS
0.0 (8.96)		<b>QUATERNARY ALLUVIUM DEPOSITS</b> 0.0 to 18.0'		AD	CME Continuous Sampling
2.0	SM	0.0 - 4.0' <u>Silty Sand with trace Clay (SM)</u> : About 70% very fine to fine sand, some mica; about 30% non-plastic fines; dark grayish brown; moist; medium dense.	1	<u>3.5</u> 5.0	3.5-foot sample
4.0		4.0 - 6.0' <u>Silty Sand (SM)</u> : About 85% fine to medium sand, abundant mica; about 15% non-plastic fines; olive-brown; moist, wet from 5.0 - 5.6'; medium dense.			
6.0		6.0 - 11.0' <u>Silty Clay (CL)</u> : About 85% medium plasticity clay; about 15% non-plastic fines; very dark brown and dark gray; moist; soft.	2	<u>5.0</u> 5.0	5-foot sample
8.0	CL				
10.0		11.0 - 15.5' <u>Sand with Clay (SC)</u> : About 85% fine to medium sand; about 15% medium plasticity clay; olive-brown; wet, loose.	3		5-foot sample
12.0	SC				
14.0		15.5 - 17.0' <u>Silty Sand (SM)</u> : About 85% fine to medium sand, abundant mica; about 15% non-plastic fines; light brown; saturated; loose.	4	<u>5.0</u> 5.0	5-foot sample
16.0	SM				Continued on next page.

DWR 888 (1) (Rev. 9-84)



State of California  
The Resources Agency  
DEPARTMENT OF WATER RESOURCES  
**DRILL HOLE LOG**

SHEET 2 OF 2

HOLE NO. UR-3-A

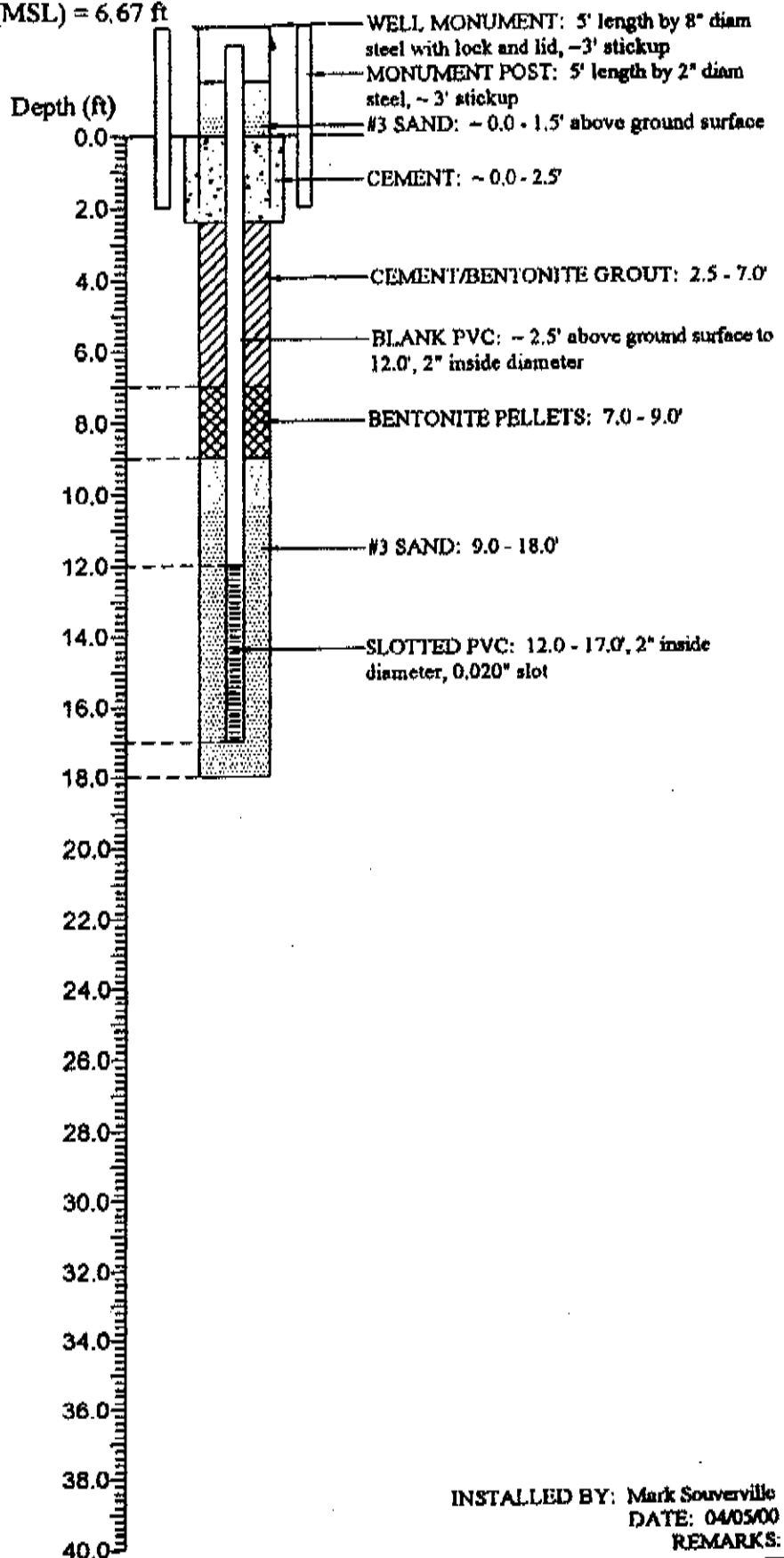
PROJECT & FEATURE **Reclamation District 544 Seepage Monitoring Study, Monitoring Wells**

DEPTH (ELEV.)	LOG	FIELD CLASSIFICATION AND DESCRIPTION	SAMPLE NO.	MODE	REMARKS
16.0	SM	<b>QUATERNARY ALLUVIUM DEPOSITS</b> 0.0 to 18.0'	4	AD	CME Continuous Sampling  Total Depth = 18.0 feet
	ML	(cont.) 15.5 - 17.0' <u>Silty Sand (SM)</u> : About 85% fine to medium sand, abundant mica; about 15% non-plastic fines; light brown; saturated; loose.		3.0 3.0	
18.0 (-11.3)		17.0 - 18.0' <u>Sandy Silt (ML)</u> : About 80% non-plastic fines, about 20% fine to medium sand, abundant mica; mottled yellowish brown and olive-gray; damp; medium stiff.			
20.0					
22.0					
24.0					
26.0					
28.0					
30.0					
32.0					
34.0					
36.0					

Reclamation District 544 Seepage Monitoring Study

Monitoring Well Completion of UR-3-A

Ground Surface Elevation (MSL) = 6.67 ft  
Datum (UTM NAD 83):



State of California  
The Resources Agency  
DEPARTMENT OF WATER RESOURCES  
**DRILL HOLE LOG**

SHEET 2 OF 2  
HOLE NO. UR-3-B

PROJECT & FEATURE **Reclamation District 544 Seepage Monitoring Study, Monitoring Wells**

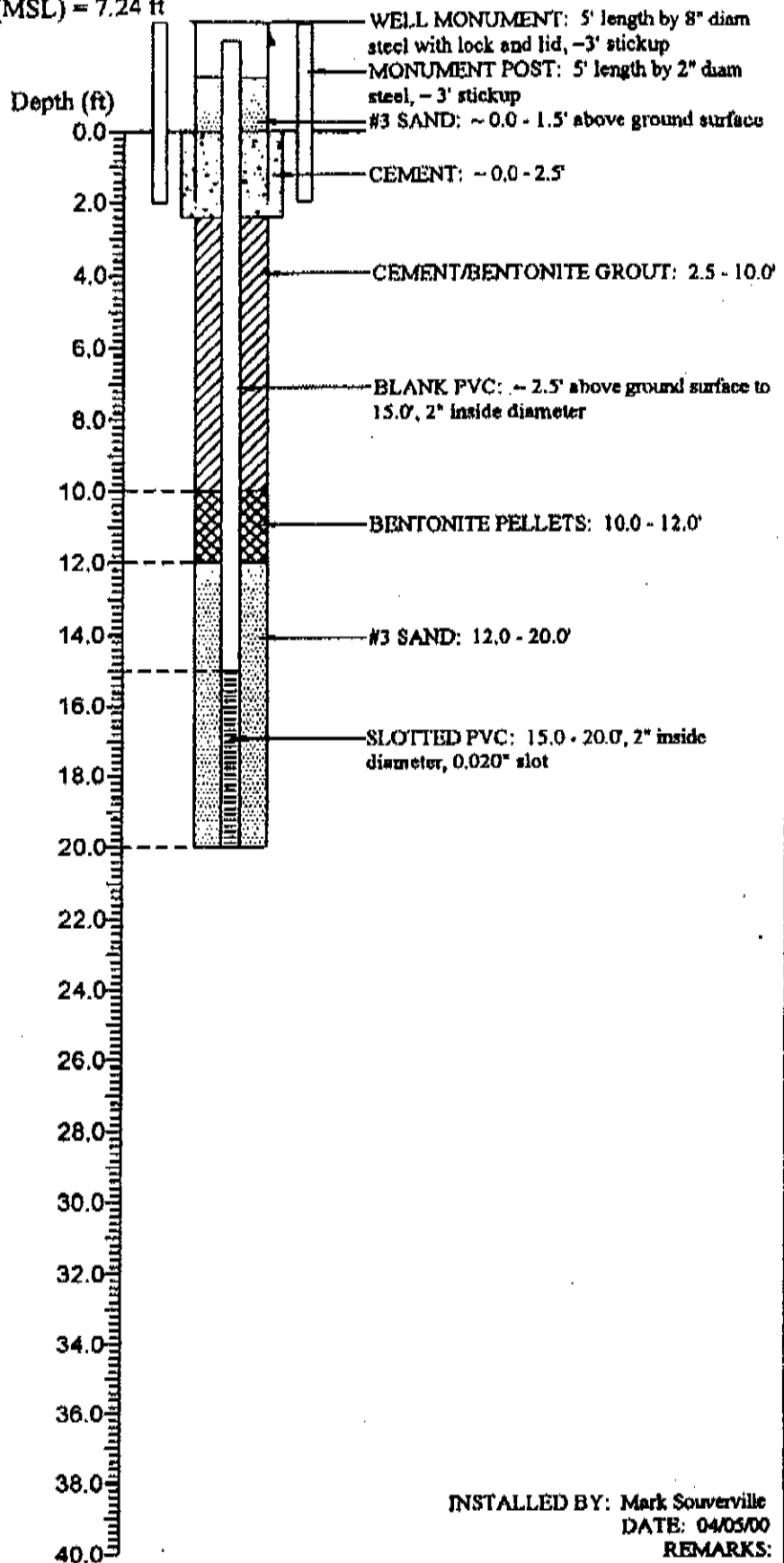
DEPTH (ELEV.)	LOG	FIELD CLASSIFICATION AND DESCRIPTION	SAMPLE NO.	MODE	REMARKS
18.0	CL	(cont.) 13.0 - 16.5' <u>Silty Clay (CL)</u> : About 85% medium plasticity clay; about 15% non-plastic fines; light gray to olive-gray; moist; medium stiff.		AD	CME Continuous Sampling
18.0	SM	16.5 - 20.0' <u>Silty Sand (SM)</u> : About 80% fine to medium sand, abundant mica; about 20% non-plastic fines; gray brown; saturated; loose.	4	5.0 5.0	
20.0 (-12.8)					Total Depth = 20.0 feet
22.0					
24.0					
26.0					
28.0					
30.0					
32.0					
34.0					
36.0					

DWR 608 (2) (Rev. 9-84)

Reclamation District 544 Seepage Monitoring Study

Monitoring Well Completion of UR-3-B

Ground Surface Elevation (MSL) = 7.24 ft  
Datum (UTM NAD 83):



HISTORY OF  
SAN JOAQUIN COUNTY  
CALIFORNIA

WITH

*Biographical Sketches*

OF

*The Leading Men and Women of the County Who Have Been  
Identified with Its Growth and Development  
from the Early Days to the Present*



HISTORY BY  
GEORGE H. TINKHAM.

ILLUSTRATED  
COMPLETE IN ONE VOLUME

HISTORIC RECORD COMPANY  
LOS ANGELES, CALIFORNIA  
1923

**EXHIBIT H**

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222 East Oak Street, Lodi, and erected the residence which has since been his home. Meanwhile he has been interested in the development of other properties, purchasing land next to the old cemetery, of which he was custodian for some time, later selling this land to Mrs. Frances Barton. He also bought forty acres on the river north of Lodi which he brought to a high state of improvement, planting a vineyard and installing a fine irrigation system with cement piping and two pumping plants, and after three years he sold this property to his son Charles L. Villinger.

Mr. Villinger's marriage united him with Miss Mary E. McCoy, who was born at Mt. Pleasant, Iowa, and three children were born to them: Charles L., Fred H. and Mrs. Edith E. Ray. Always a leader in community enterprise, Mr. Villinger was elected as a member of the first board of trustees when Lodi was incorporated in 1906, serving six years and giving faithful service, the board holding 101 meetings the first year, when so many matters were coming up for adjustment. He is also prominent in the Lodi Lodge of Odd Fellows, having passed through all the chairs.

**ROY S. MILLS.**—The name borne by Roy S. Mills is indelibly traced on the history of San Joaquin County, for his grandfather Freeman B. Mills, was a pioneer of the county, coming in 1853 across the plains from Illinois and he became a very prominent citizen. He served as sheriff of the county for one term and was active in local Republican politics and was a charter member of Jefferson Lodge of Odd Fellows. Roy S. Mills was born in Paso Robles, Cal., April 29, 1895; his father, George Mills, was born on the Freeman B. Mills ranch one mile west of Lodi and received his education in the schools of his native district. After finishing his education he moved to San Luis Obispo County and purchased a ranch in the vicinity of Paso Robles. He married Miss Mary Bucher, a native daughter of California, and their six children were born on their ranch at Paso Robles, namely: Ralph; Stella, Mrs. Guy Knight; Ethel, Mrs. Fred McCann; Claude; Gladys, Mrs. Marcus Nelson, and Roy S. the subject of our sketch. The father passed away at the age of sixty-four years in Woodbridge.

Roy S. Mills attended the Woodbridge grammar school and the Lodi high school and at the age of eighteen years struck out for himself, working first in Stockton. About four years ago he returned to Lodi where he bought a twenty-one acre ranch on Walnut Avenue set to vineyard and amply watered by a good irrigation system; then he purchased another on Terminus Road, consisting of twenty acres, one-half of which was set to vineyard and the balance bare land; later he sold this ranch and then bought his present forty-acre ranch on the Cherokee Road south of Lodi, which is a producing vineyard.

The marriage of Mr. Mills occurred in Stockton and united him with Miss Corinne Bentley, a native of Lodi, Cal., a daughter of Rodney and Elizabeth Bentley. The former was born in Dixon, Cal., and later moved to Lodi where he engaged in the merchandising business. Both parents reside in Lodi, so does their daughter, Cecil Bentley McMillan. Mr. and Mrs. Mills are the parents of two children: James and El Roy, and in politics Mr. Mills is a Republican.

**MASSIMENO PARDINI.**—A native of sunny Italy who has been successful in California and who, therefore, having cast his lot here, has no need of regrets, is Massimeno Pardini, a native of Lucca, who has a fine delta farm of 390 acres in the Middle Division of Roberts Island, eight miles to the southwest of Stockton, and he has evidently identified himself with that region.

He was born on July 1, 1864, the son of Lorenzo and Maria (Poppini) Pardini, the former a well-to-do merchant and landowner, the parent of thirteen children, only three of whom are living, among whom our subject is the youngest. An elder brother, Luigo, came out to America in 1877 and established himself as a wheelwright at San Francisco, and there he conducted a shop of his own until his death, in 1898. When seventeen years of age, Massimeno left home, crossed the ocean and the American continent, and arrived at San Francisco on June 1, 1882; and after remaining there for six months, he came on into San Joaquin County, where for over seven years he drove an eight-mule team on the Dye Ranch, near Atlanta, receiving as a wage just twenty dollars per month. He also followed general farm work, for seven and one-half years, at the John Minges ranch, on the French Camp Road.

In 1898, he made a start on his own account, coming to the new reclamation on Union Island, and there he put in the first bean crop in the best lands of that section, attaining such surprising results that he produced the first season twenty-five sacks to the acre, a bountiful crop. He then moved to the middle division of Roberts Island and leased land from Woods brothers, raising beans and potatoes, continuing until in 1911, when he bought 390 acres of the Woods' lands and has since developed a model farm, improved with a desirable residence and complete, modern equipment of every sort. Since 1907, too, he has also owned a fine residence in Stockton, at 906 South Center Street, where he and his family are still residing. In 1884 he had citizenship in the United States conferred upon him at Stockton, and since then he has marched with the Democratic party.

On January 19, 1890, Mr. Pardini was married to Miss Giovanna Allegretti, a native of Stockton, where she was born on April 27, 1873, the daughter of John and Catherine (Gianelli) Allegretti; her father was a pioneer of San Joaquin County and is now the superintendent of gardens at the San Joaquin General Hospital at French Camp; her mother died in October, 1884; three children blessed the union of Mr. and Mrs. Pardini, only two of whom grew up and are living. George J. H., who was born on March 10, 1894, is a graduate of Menard's Business College, and is at present cashier of the American Express Company at Stockton. He was married to Miss Vera Camozzi in January, 1922. Leonilda, who first saw the light on April 24, 1896, became the wife of Ray E. Pulich and the mother of one son, Warren Marics, and they reside on the Pardini ranch. George J. H. Pardini is an active member of the Elks, belonging to Stockton Lodge No. 215, and of the Knights of Columbus, and he also belongs to Stockton Father, N. S. G. W.

In 1900 Mr. Pardini made an extended trip to Europe, accompanied by his father, who remained in Italy and lived to reach the venerable age of ninety, passing away in 1920, and in 1907, he made a second visit to his Italian home-place, spending about five

## HISTORY OF SAN JOAQUIN COUNTY

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months abroad, and enjoying himself most pleasantly and profitably. On June 24, 1909, Mrs. Pardini, accompanied by her son and daughter, left for Italy; and they took along with them Miss Buela Miages, the gifted daughter of George Miages, whose interesting life-sketch also appears in this history. The presence of the young people made the outing doubly enjoyable, and Mrs. Pardini declares it was an experience never to be forgotten. During their stay in Italy her son and daughter attended school, from which they also profited greatly. Only by wise foresight, clever planning, and hard, incessant, honest labor has Mr. Pardini brought success his way, and his devoted wife has fully shared with him his responsibilities, and now merits to share his honors and success. They have never failed to give the right hand of fellowship to their neighbors and fellow-workers, and now, in their comfortable retirement, they have many right hands of friendship extended to them.

**HARRY W. BESSAC.**—When Harry W. Bessac was elected county superintendent of schools of San Joaquin County in 1922, a man was selected thoroughly qualified to fill the position with distinctive ability, whose heart is in the educational work before him. First of all, Mr. Bessac is an educator by training, bringing to the cause of education not only a well-trained mind, but a fund of practical knowledge backed by years of successful teaching. He was born at Dover, Wis., on July 29, 1876, and when a small boy was taken by his parents to the state of Washington, where he attended the public schools of Montesano; later, in 1889, when his parents removed to Los Angeles, Cal. he attended the grammar and high schools. Mr. Bessac then came to Stockton in 1897 for the purpose of taking a course in the Normal School and upon receiving a teacher's certificate, taught in Placer County for five years, when he became associated with the Western School of Commerce of Stockton. On September 1, 1902, this school was incorporated with the following officers: J. R. Humphreys, president; T. M. Wolfenbarger, vice-president; and Harry W. Bessac, secretary, and for the next ten years he was a successful instructor, officer and part owner of this institution. Mr. Bessac then became the principal of the Washington School of Stockton; later of the Jackson school, the largest grammar school in Stockton, and on December 1, 1921 was appointed superintendent of rural schools of San Joaquin County, a position of responsibility, and because of his wide experience in all branches of educational work he is recognized as a leader, and a man in whom the public has every confidence. He is a member of the executive board of the Elementary Teacher's Association of Stockton.

The marriage of Mr. Bessac occurred in Stockton and united him with Miss Nell Hurd, a native of Stockton and a descendant of a pioneer family. Her maternal grandfather, Dr. Kerr, crossed the plains in 1849 and opened the second drug store in Stockton and practiced medicine for many years. Mr. and Mrs. Bessac are the parents of three children: Marion R., Arthur H., and Francis B. Fraternally he is one of the leading Masons of the district; is past master of Morning Star Lodge No. 68; past high

priest of Royal Arch Chapter No. 28; inspector of the twenty-sixth Masonic district, which includes six lodges as follows: Morning Star No. 68, San Joaquin No. 19, Delta No. 471, Stockton No. 498, Lodi No. 267, Valley Lodge of Linden No. 135. While inspector, Mr. Bessac organized two Masonic lodges in Stockton, Delta No. 471 and Stockton No. 498. He is also a 32nd degree Scottish Rite Mason. The Bessacs have been prominent in Masonic circles for two generations. His father, Henry W. Bessac, who resides at Riverbank, is a past master of his lodge, and a Mason of more than fifty years standing. In the spring of 1922, Mr. Bessac became a candidate for the office of county superintendent of schools in San Joaquin County, and was elected November 7, 1922, taking office January 8, 1923.

**JOSEPH H. SWAIN.**—For many years Joseph H. Swain has been numbered among the prosperous and progressive farmers and stock raisers of San Joaquin County, and previous to his removal to Stockton and from the year 1877 he lived on his fine ranch five miles north of Stockton on West Lane. He has added to his holding from time to time until he is now the owner of 1218 acres of fine grain land and its excellent improvements and thorough cultivation give it a reputation as one of the model places of the county. Since 1892 he has resided at 1045 North Commerce Street, Stockton. Mr. Swain is a native of San Joaquin County, where he has worked out his career in honorable effort to prosperous results, and he belongs to a family whose members have been influential in county affairs from pioneer days to the present. He was born January 13, 1856, a son of the late Cornelius Swain and his wife Yulise C. (Davis) Swain, the father a native of Tennessee and the mother of Missouri.

Cornelius Swain, who died at his home in Stockton in 1904, was a well known pioneer of San Joaquin County. He brought his family from Missouri to this state in 1833, crossing the plains with ox teams, and reached Stockton in the same year. He was a wagon and carriage maker, a trade which he followed for a short time after his arrival in Stockton, but nearly all of his active career here was spent in ranching on his fine estate on Cherokee Lane about six miles from Stockton, where he lived a life of usefulness until he removal to Stockton about ten years before his death. He was a prominent Mason, being a member of Morning Star Lodge No. 68, F. & A. M., and of Stockton Commandery No. 2, K. T., and he was buried with the rites of Masonry. He was a Democrat in politics, and as the candidate of this, the minority party, some years ago ran for the office of county treasurer. He served as trustee and clerk of the board of the Davis school district, in which he formerly resided, and he was always ready to act for the welfare and progress of his county.

There were six children of the Swain household: John A. resides in Stockton; Joseph H. is the subject of this sketch; Charles C., deceased; Mrs. Mary Bell Mitchell resides in San Francisco; George resides in Hollywood; and Mrs. Jessie Hamilton resides in San Francisco. The father died in 1904 at the age of seventy-eight and the mother was also seventy-eight when she passed away in 1906.

himself as a public speaker. He served seven years as a member of the library board, resigning after being appointed mayor.

When Mr. Oulahan married in San Francisco on Nov. 23, 1897, he chose for his wife Miss Catherine V. River of San Francisco, a lady well qualified to be the helpmate of just such a public man and who shares with him the good will and confidence of their host of friends. They have three children: Leonore J., Alexander C. J., and Catherine M.

#### EZEKIEL WILLIAMSON SMITH WOODS.—

A model citizen whose life work was direct, straightforward and highly constructive, the late Ezekiel Williamson Smith Woods stood among his fellowmen as one of the biggest and most thorough builders of Central California and whose work added incalculably to the wealth of the community. The development of his lands, which were uncultivated acres when he took hold of them, has thrown many thousands of dollars into this locality, benefiting this section of California generally, in that a tract of its richest land was brought to its generous yield under Mr. Woods' able management. When he passed away on June 22, 1922, he had amassed a fortune appraised at considerably more than a million dollars, the largest estate ever filed in this county.

Mr. Woods, popularly known as "Smithy" Woods, was born in Missouri in May, 1849, in the humble home of his parents who had journeyed from their childhood homes in Indiana to pioneer in the new west. His father was engaged in selling Missouri mules to Southern planters, and his partner, Ezekiel Williamson Smith, asked that his name be given to the new arrival in the Woods family. Mr. Woods always felt that it was an honor to have borne the name of this sturdy frontiersman, who was an uncle of the late James C. Smith, father of Charles B. and Dow Smith, well-known farmers here. Mr. Woods' father came to California in 1850, lured to the land of gold by the stories that reached even the backwoods hamlets, leaving his little family at the home place and planning to have them join him at the mines. He landed in Placerville and went on to Mariposa, where he was killed in a mining trouble. His brother, Jerry Woods, came to California the next year to look up the pioneer, and settled on the land where Woodbridge is located, the village being given his name. He conducted the first ferry over the Mokelumne at that point and was killed there in June, 1864.

Here the interesting California careers of the Woods brothers, John N., and E. W. S., start. John N., who became one of the best-known citizens of San Joaquin County, and a trusted public official, came out from Missouri in 1857 to join his uncle, Jerry Woods, at Woodbridge, and his first letter, sent to his mother urging her to come to California, was one of the first carried east by the pony express. The Civil War came on and in January, 1863, the mother and her boys, one of them the subject of this sketch, left for California, sailing on the steamer Northern Light from New York in February. The steamer made a long detour to avoid the privateers Alabama, then feared on the high seas, and reached the Isthmus safely. They came up to San Francisco on the Sonora, arriving in Stockton March 14, 1863. They went direct to Woodbridge, near where John N. had taken up homesteads for himself and his mother

on the present site of Acampo. That section was heavily timbered and covered with chaparral, but the boys soon cleared the land. The next year, 1864, was dry and cattle died on every hand, food becoming scarce and very high. In 1859 the railroad was built through that section and the boys sold their wood to the company. They also chopped out the right of way for two and a half miles north of the river, for which they were paid \$125, which to them was big money. In 1869 the boys started with their four-horse team over the Sierras to the White Pine mining section in Nevada, and here they made as much as fifty dollars a day, hauling rich ore to mills or shipping points, but the life was not to their liking, so after a few months they returned to California.

E. W. S. Woods later went to Butte County, hearing that the lands there offered good chances, and there his honesty and integrity won for him the backing of a bank president in Chico, who advanced him money for his farming operations, trusting him because he was known to be honest and capable. "He's honest and will make his way in the world," this far-seeing banker declared, and he later made Mr. Woods his confidential agent to handle big business. The year 1876 brought bumper crops and Mr. Woods prospered, selling a section of good land for fifty dollars an acre. He then returned to Stockton, where his brother, John N. Woods, was well started on his way to wealth, being connected with the Farmers' Union there. The brothers then started their investments in lands. Among their purchases they bought a section of the Mitchell ranch near Modesto, picked up a half section east of Farmington, and were directed to Tulare County by George Cressmore, a wealthy local capitalist, who financed them in their purchase of 9,000 acres near the present city of Tulare, for \$45,000.

In 1880 Mr. Woods moved to the Tulare lands with his family and there began the hard struggle that brought the brothers great wealth. There was then but one house between their place and Tulare Lake, but the plucky young farmer and his helpful wife made the best of their surroundings and brought the tract into marketable condition by the introduction of water, drilling some of the first artesian flowing wells in that county and used for irrigation. Six years later they had 1,000 acres in alfalfa, a large herd of cattle and had enlarged their acreage to 14,000. Selling out to a Los Angeles syndicate, they paid back Mr. Cressmore his \$45,000 and cleaned up \$273,000, also selling their Modesto ranch for forty dollars an acre, just double what it had cost them.

In 1887 the Glasgow California Company owned the upper and middle divisions of Roberts Island, and after it was leased Easton & Eldridge got an option on the 20,000 acres for thirty dollars an acre. The Woods brothers were promised a third of it, but were crowded out and finally had to buy separate tracts, securing 12,000 acres at forty-five dollars an acre. Later they bought the Garabacher tract of 1,100 acres with the growing crops, and when harvested, the land cost them twenty-seven dollars an acre; they also then got 3,000 acres from the option holders, which, after the crops were sold, cost them eighteen dollars an acre, now easily worth \$500 an acre. On March 22, 1893, the levee broke and the Woods brothers were broke but not discouraged, though they owed \$120,000 on the property. When some bankers wanted to close them out, J. D. Peters of Stockton stood up in a

## HISTORY OF SAN JOAQUIN COUNTY

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bankers' conference and announced that he would give his check for any amount needed to carry John and "Smithy" Woods, and their credit was again established. Balfour Guthrie advanced them \$40,000 and they bought the dredger Roberts Island and rebuilt the levees. They got no crops in 1893 nor in 1894, but in 1895 they sold their crops to Balfour Guthrie for \$165,000 and the next year they received \$130,000, thus making money fast, though they were paying \$18,000 a year interest. That their judgment was well founded was shown by the fact that when Mr. Woods' will was filed, one tract of land on Roberts Island was appraised at \$912,027.

After this life ran along smoothly for the plucky farmers, who were undaunted by disaster, and they amassed large fortunes through their foresight and industry. In December, 1900, when John N. Woods died, the brothers owned over 8,000 acres of farming lands in fine shape, a vineyard of 800 acres at Acampo, worth at least \$500 an acre, besides other valuable properties, which were amicably divided between the heirs of John N. Woods and the surviving brother, E. W. S. Woods.

Mr. Woods' first marriage united with him Miss Lydia Downing, who passed away in Acampo, and in Elliott, Cal., May 8, 1879, he was married to Alice M. Markie, born in Fairfield, Jefferson County, Iowa, a daughter of George and Sophronia (Springer) Markie, who were born respectively in Holland and Indiana. Coming to Pennsylvania as a young man the father later moved to Iowa where he met and married Miss Springer and engaged in the mercantile business in Keokuk until his death. Afterwards the mother and the children came to California via Panama, arriving in San Francisco in July, 1867. Mrs. Woods survives her husband making her home at 1109 North El Dorado Street, Stockton, surrounded by a large circle of friends, who hold her in high esteem for her many gracious qualities and her generous spirit. Mr. Woods was also survived by a brother, A. J. Woods, of Stockton, and three sons, Lloyd H., Armand and Marry Woods, the two former of Stockton, and the latter at Monterey. He also left two granddaughters, Mrs. Maria Park Grunsky and Alice Armand Woods, and a grandson, Lloyd Henry Woods.

Mr. Woods was a Knight Templar and 32nd degree Scottish Rite Mason as well as a member of Islam Temple, A. A. O. N. M. S., in San Francisco, and a member of Stockton Lodge No. 218, B. P. O. E. He was deeply interested in the cause of education and served as a member of the board of education for twelve years, being president of the board for six years of the time. He was president of the board of trustees of the Stockton high school while the building was being built and took a strong stand for the present location of the high school instead of close in where they would soon be crowded for room. Looking into the future they now have by his foresight four blocks of ground for the high school site. Mr. Woods, with his brother John N. Woods, was also largely interested in mining. Since his death Mrs. Woods, ably assisted by her sons, is looking after their large interests, the sons having the management of the large ranches and vineyards. Through all the varied experiences of his interesting career, Mr. Woods had the confidence and respect of every one with whom he dealt and the universal commendation as a man who had never done any one injury

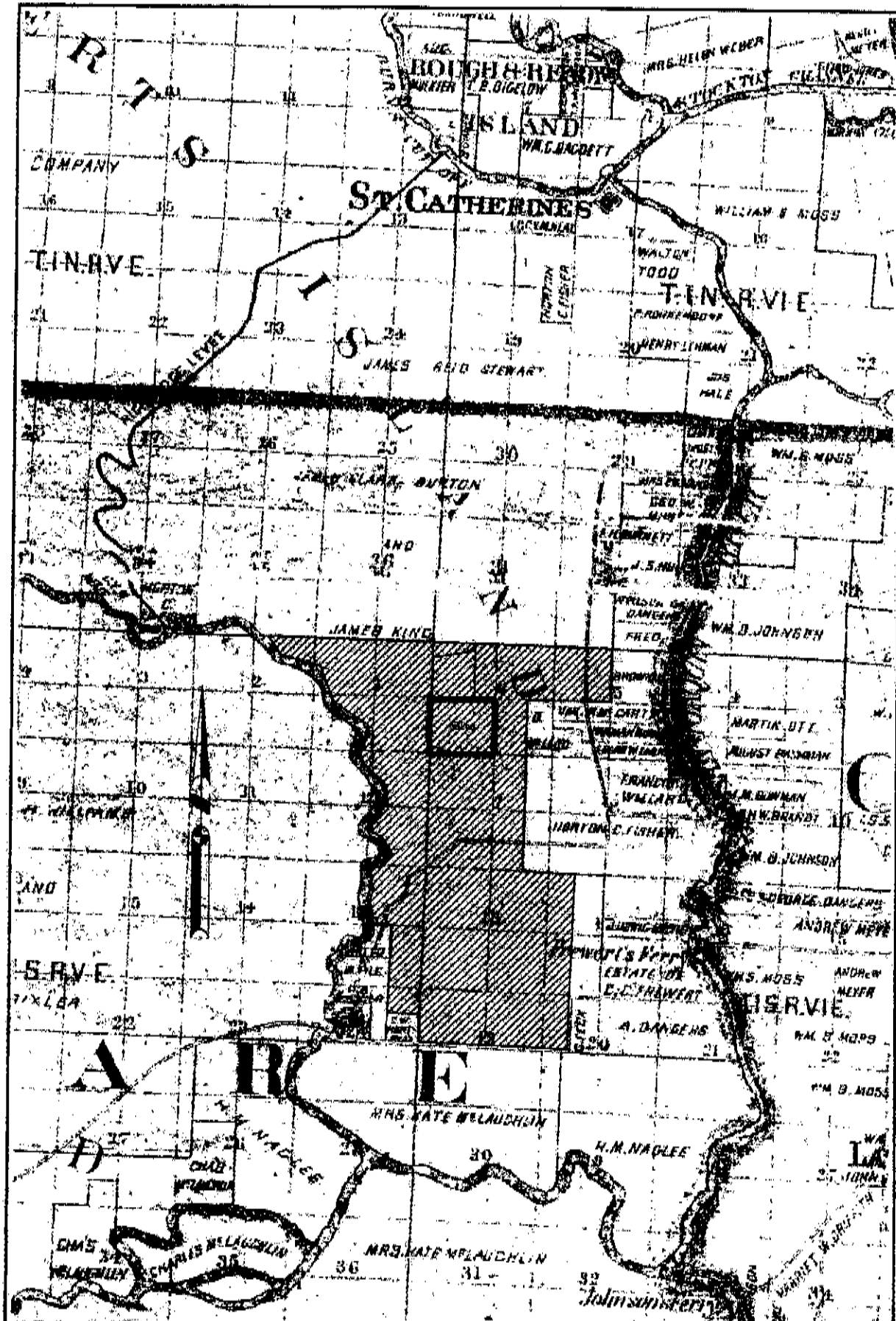
nor ever taken advantage of a man in a trade, rather taking the worst in any deal in which he was concerned. Never sacrificing principle to personal expediency, he ever showed signal integrity of purpose, placing true valuations on men and affairs, and well deserving the high place he held in the community's esteem.

**DENNIS BURNS.**—The enviable distinction of being the oldest building contractor in point of service in Stockton is due Dennis Burns of 921 South California Street, who was born in County Wicklow, Ireland, on May 4, 1814, and came to this country in 1839 when his father brought his family, including the mother and two sons, to America. He was thus reared and educated in Greenwich, Conn., and in that town was apprenticed to the carpenter trade. He served under an experienced contractor, and he himself became an expert carpenter. In 1873, at the age of nineteen, he left home, and for two years he worked at his trade in Erie, Penn. Late in 1874, however, he pushed on West to San Francisco, and in the Bay city found work on the Grand Opera House, and later he was given employment in a planing mill there. After that he did contracting for himself, beginning in a small way; but finding things rather dull in San Francisco during the Centennial Year, he went inland to Stockton and took charge of the building of a house for L. Henderson, near Acampo; and since that time, he has been continuously active hereabouts, operating, always more and more extensively, not only in San Joaquin County, but erecting many buildings in Amador, Stanislaus, and Contra Costa counties.

In Stockton, Mr. Burns built the United States Hotel, the El Dorado School, the Weber Hall, St. Joseph's Home, (all save the last hospital) and remodeled St. Mary's Church and added to it the spire. He also put up Dr. Asa Clark's residence in the State Hospital grounds, the Jackson school, the first City Pavilion, the Mickinbotham Block on East Market Street, and also the Mickinbotham residence, and many fine homes in the northern part of the city. He constructed the buildings for the Tesla Mines in Contra Costa County. He laid the timber in the Court House erected in 1890, and erected the County Jail on North San Joaquin Street, and was for two years superintendent of building of the San Joaquin County Jail, and built the San Joaquin County Pavilion. His work has always been first class, and it is not surprising that such has been his prosperity here that he now owns valuable real estate in Stockton, including four houses on the South side, which he himself built. He put up one of the finest residences erected on the South side, having bought the lot from the late Captain Weber.

Mr. Burns was married at San Francisco in 1860 to Miss Mary Elizabeth Kelly, a native of Maine, and they have had ten children, seven of whom are still living. Catherine has become Mrs. Kerblow, and the mother of four children. Ann is Mrs. Murl, and the mother of two children. Maudie is Mrs. Richmond, and she has one child, Georgie is Mrs. Springer, and she has one child, a son Sydney. The sons are: Edward; Robert, who was in the World War serving as a member of the Ninety-first Division, and he saw active service on the battlefields of France; Harry married Miss Clara Anderson, of San Francisco.

**EXHIBIT I**



1	2	3	4	5	6	7	8	9	10

RONALD SILVA CHAIN OF TITLE  
 GRANTED GEORGE D. ROBERTS  
 GRANTED J.P. WHITNEY  
 APRIL 15TH, 1875

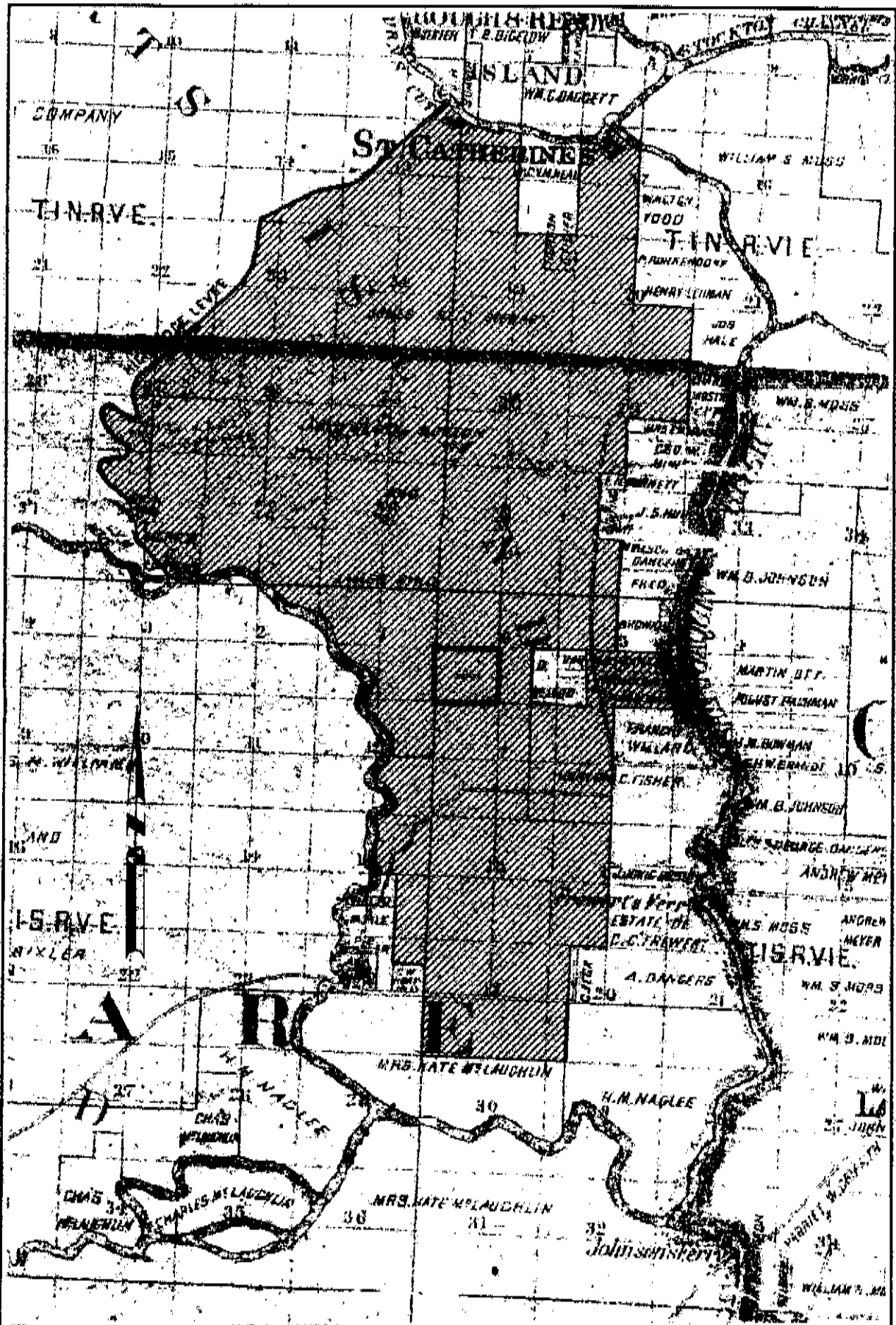
KJELSDEN  
 SINNOCK  
 NEUDECK  
 Surveyors and Engineers  
 202 CHURCH STREET

Description		Date	No.	Vol.

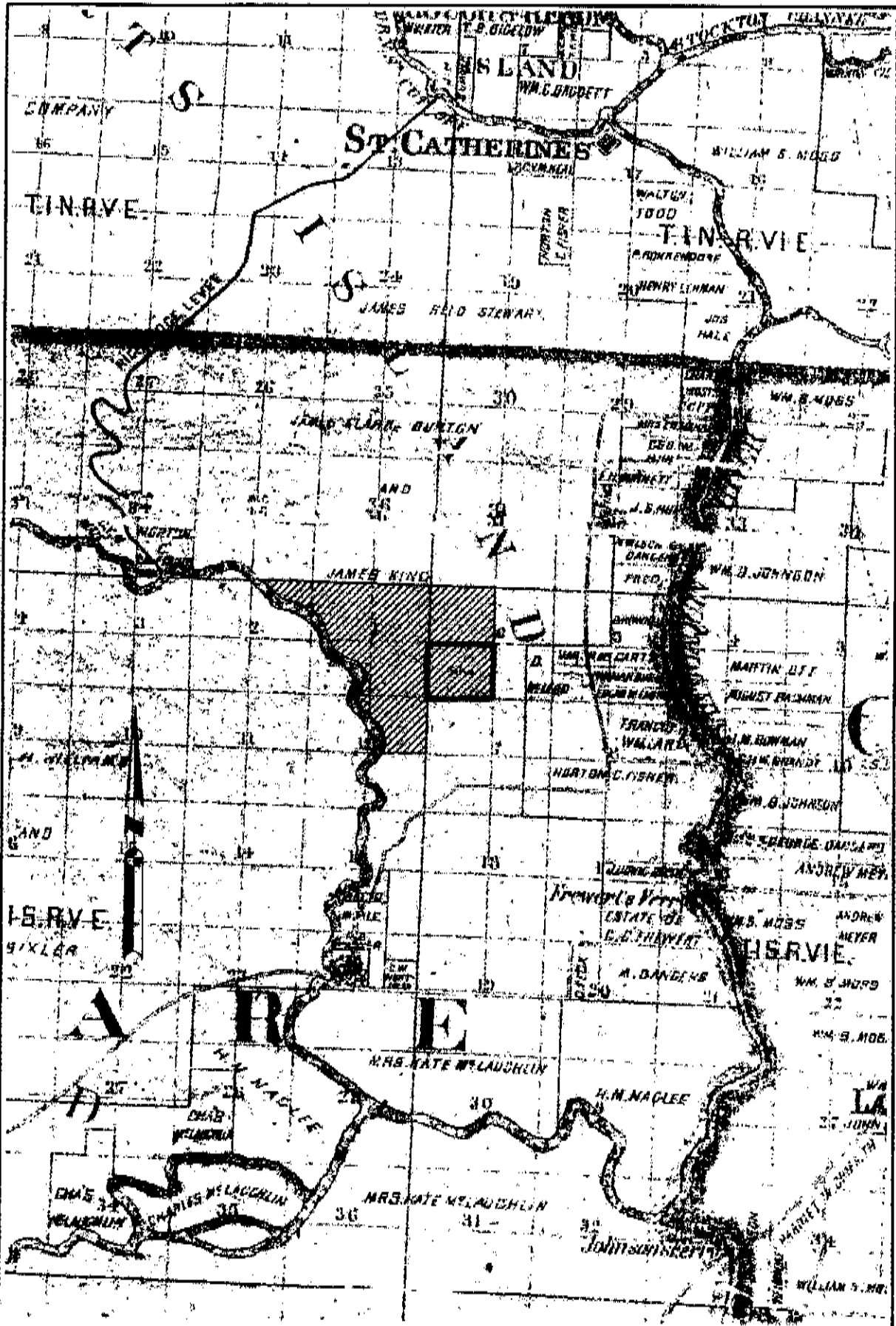
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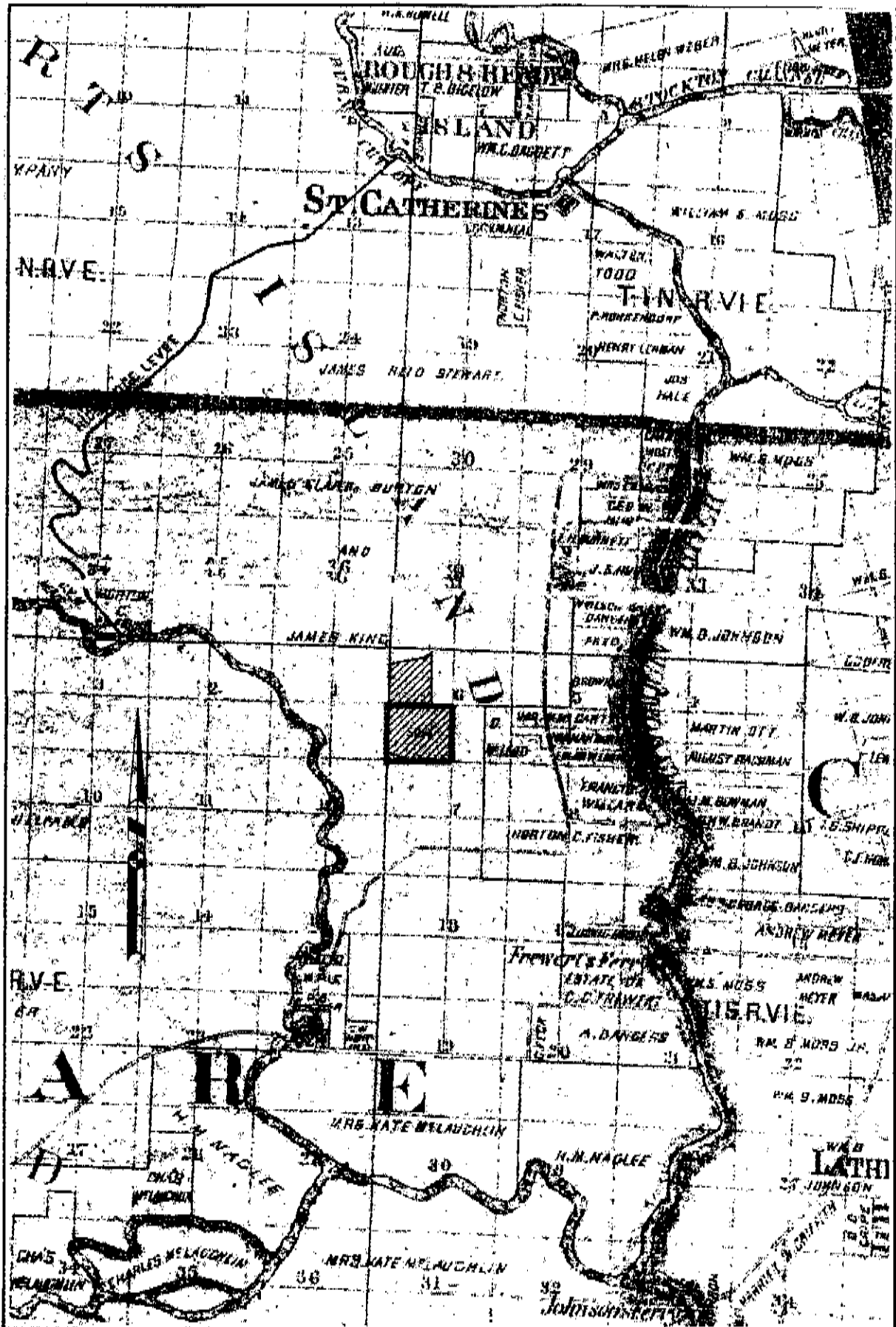




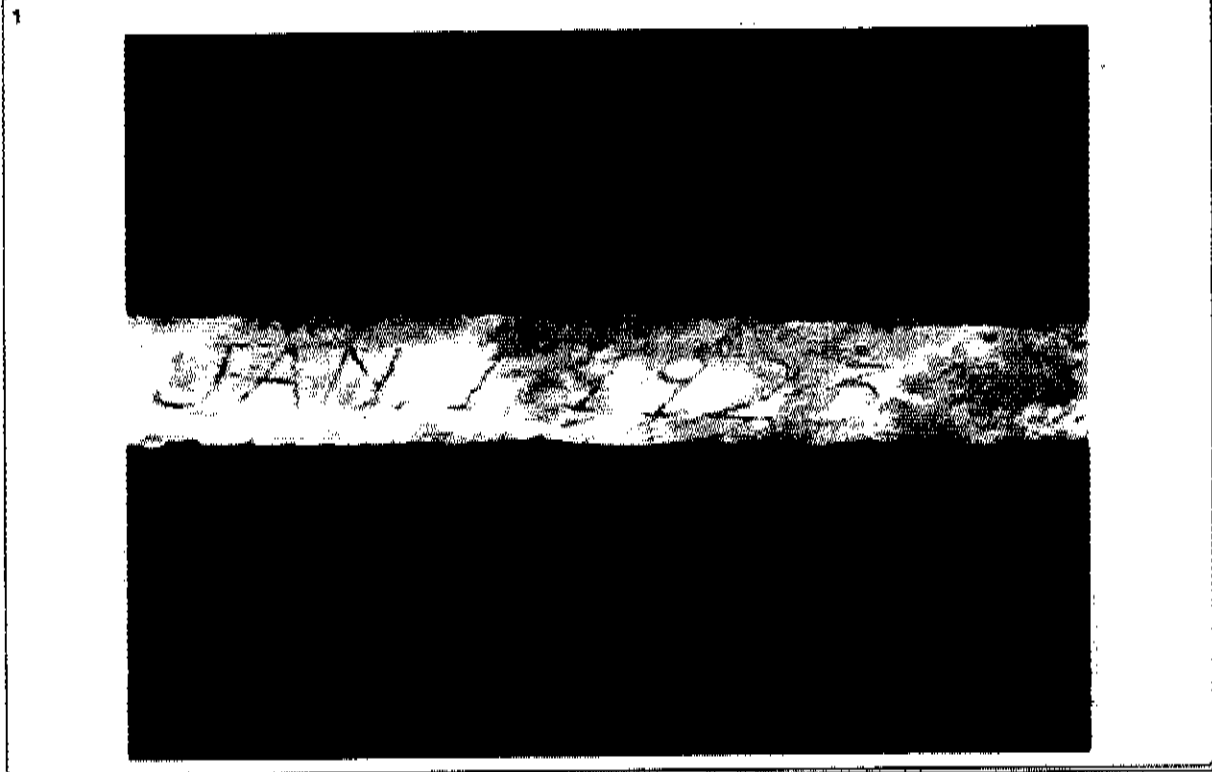
RONALD SILVA CHAIN OF TITLE GRANTOR: J.P. WHITNEY GRANTEE: MORTON P. FISHER <b>JANUARY 15TH, 1877</b>		K. KJELDSEN S. SINNOCK M. NEUDECK		<table border="1"> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>																					



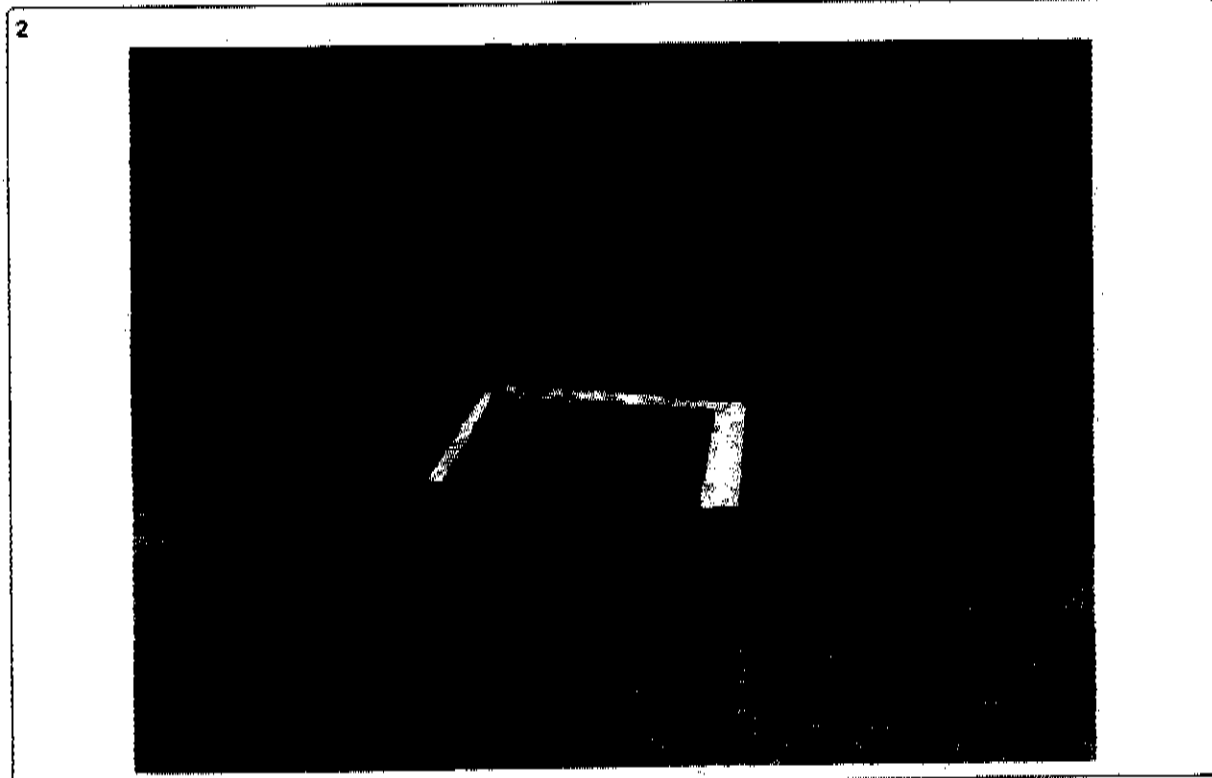
RONALD SILVA CHAIN OF TITLE GRANTOR: JAS REID STEWART GRANTEE: JOHN N. WOOD JUNE 16TH, 1891		K. KJELSDEN S. SINNOCK NEUDECK		Description Date Vol Page	



RONALD SILVA CHAIN OF TITLE GRANTOR: E.L. WELHOT GRANTEE: M. FARROW DECEMBER 28TH, 1911		K KJELSDEN S SINNOCK W NEUDECK	[Empty grid for recording details]
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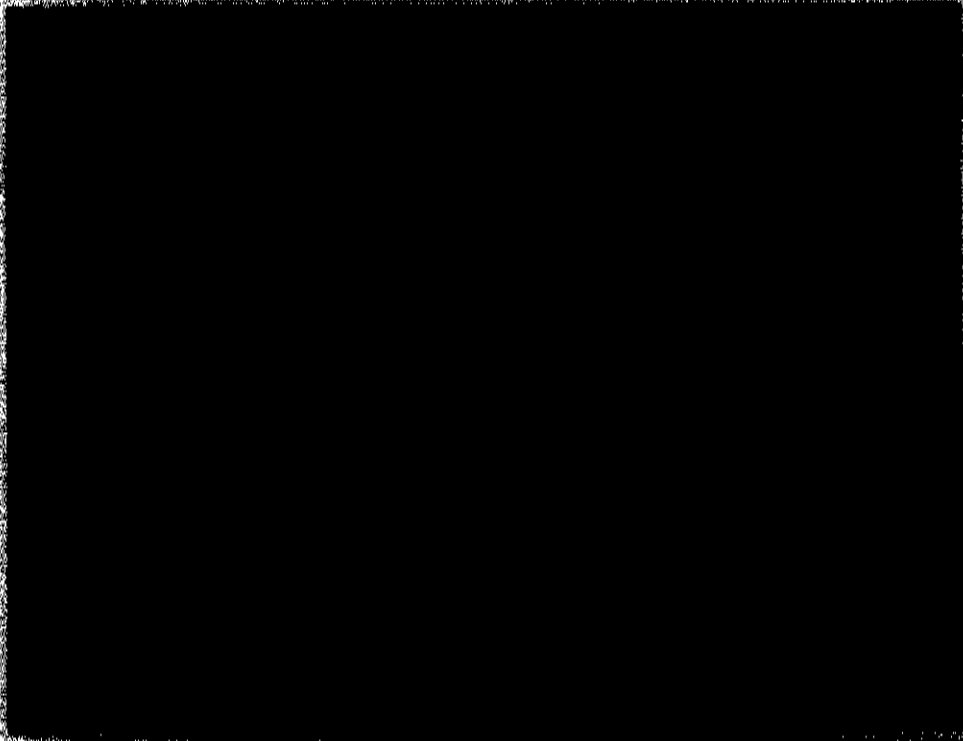
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MR FloodGate.jpg

# EXHIBIT J

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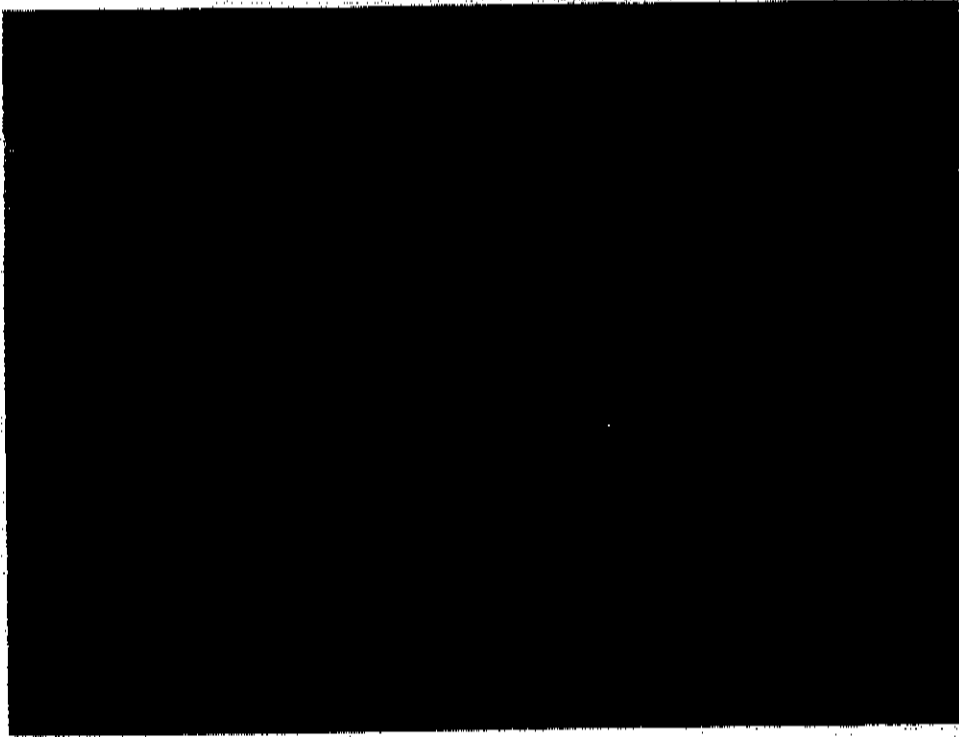
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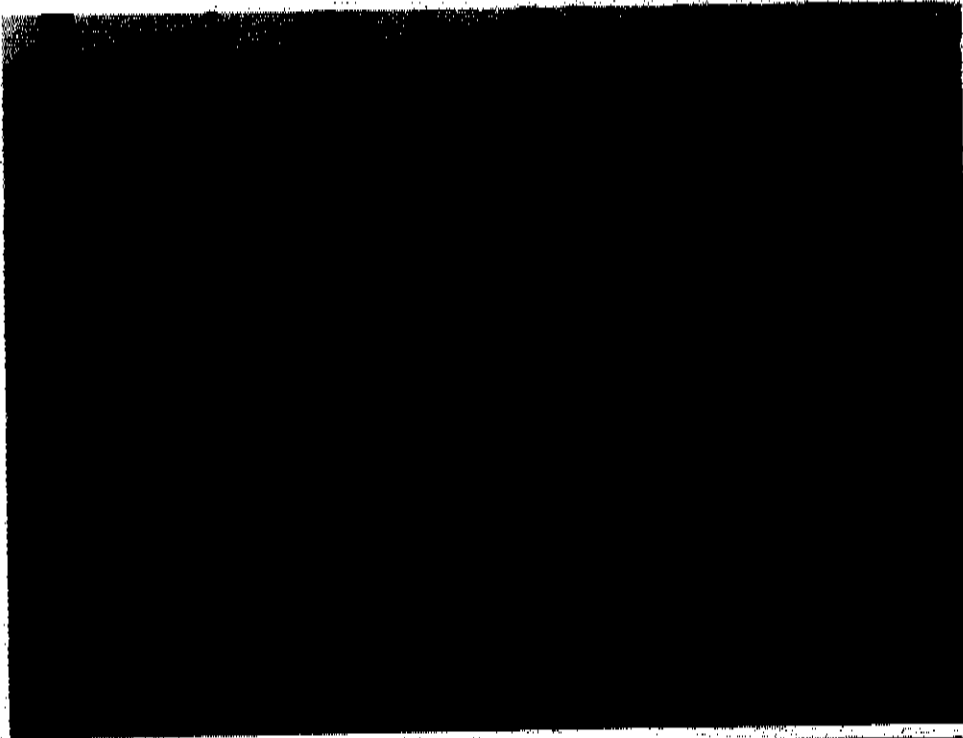
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State of California  
County of San Joaquin

# EXHIBIT K

I, Eugene D Graham County Clerk and ex-officio Clerk of the Superior Court do hereby certify the foregoing to be a full, true and correct copy of the original Decree of Distribution in the matter of the Estate of John E Purry dec'd on file in my office, and that I have carefully compared the same with the original.

In witness whereof I have hereunto set my hand and affixed the seal of the Superior Court this 27 day of Dec 1909.

Eugene D Graham County Clerk

( S C SEAL )

By P H Johnson Deputy

181/0/1

Recorded at request of E P Faltz Dec 27th 1909, at 9 min past 3 o'clock P M

WOODS, JOHN E. of  
to  
WOODS, JOHN E. & E. W. S.  
WILHOIT, JESSIE L.  
DOUGLASS, MARY L.

in the Superior Court of the County of San Joaquin,  
State of California.  
In the matter of the estate of John E. Woods, deceased.  
E. W. S. Woods, Jessie Lee Wilhoit and Mary L. Douglass  
the duly appointed, qualified and acting executor and executrices  
of the last will and testament of John E. Woods, deceased, having  
heretofore rendered and presented and filed herein their petition, therein praying for a dis-  
tribution of the residue of the estate of said deceased;

COMPIRED

And said petition for distribution having been filed by the Clerk of this Court;  
And said petition for distribution coming on this day regularly for hearing in open Court  
and it having been first proven to the satisfaction of this Court that the Clerk of this Court  
by virtue of the authority in him vested has set the said petition for hearing by this Court  
on this day and has given notice thereof by causing notices to be posted in at least three  
public places in the County of San Joaquin, State of California, setting forth the name of the  
estate, the Executor and Executrices and the time appointed for the hearing of said petition,  
and that notice of the time and place of hearing said petition has been given for the time and  
in the manner and in all respects as required by law;

And the Court having proceeded to the hearing of said petition and the proofs produced  
in support thereof, and it appearing to the satisfaction of this Court that said John E. Woods  
died testate in the County of San Joaquin, State of California, on the 4th day of December 1906  
being at the time of his death a resident of the County of San Joaquin, State of California and  
leaving estate in the Counties of San Joaquin, Los Angeles, Tulare, Calaveras and Tuolumne, State  
of California, consisting of real and personal property, and within the jurisdiction of this  
Court.

That thereafter, such proceedings were had and taken in the said Superior Court of the  
County of San Joaquin, State of California, that the last will and testament of said deceased was  
by an order of said Superior Court admitted to probate on the 7th day of January 1907 and that  
said petitioners were, in and by said order, duly and regularly appointed the executor and  
executrices of the last will and testament of said deceased, and that thereafter they, said  
petitioners, duly qualified as such executors and executrices by taking the oath of office usual  
in such cases, they being specially exempted from giving bond by the last will and testament  
of said deceased, and that Letters Testamentary in the matter of said estate were duly and  
regularly issued to them on the 7th day of January 1907 and that said letters testamentary have  
been revoked, cancelled, annulled, or annulled, and that said said last mentioned



they have been and they are now the duly appointed qualified and acting executor and executrices of the last will and testament of said deceased.

That at the time of the death of said deceased and the admission to probate of the last will and testament of said deceased and the issuance of Letters Testamentary as aforesaid, the name of said Petitioner, Mary L. Douglass was Mary L. Maher and that subsequent thereto she intermarried with Macdonald Douglass, and that ever since and now her name has been and is Mary L. Douglass.

That after the appointment and qualification of Petitioners as such executor and executrices as aforesaid, and after the issuance to them of Letters Testamentary as aforesaid, they caused notice to the Creditors of and all persons having claims against the said decedent to be published as required by law with the order of said Court, and that more than ten months have elapsed since the date of the first publication of said notice to creditors, and more than one year has elapsed since the appointment and qualification of said executor and executrices and the admission to probate of the last will and testament of said deceased and the issuance of Letters Testamentary as aforesaid.

That after their appointment and qualification as such executor and executrices they, said petitioners, duly made, returned and filed in this Court within the time required by law, a true and correct inventory and appraisement of all the estate of said deceased which had come to their knowledge or possession.

That the first and final account and report of their administration of said estate filed by said petitioners with said petition for distribution have been by this Court duly settled, allowed and approved.

That all the debts of said estate, and claims against the said estate, and all the expenses of administration of said estate, and all taxes legally levied upon said estate and the property thereof have been fully paid satisfied and discharged and said estate is now in a condition to be closed.

That at the time of the death of said deceased a partnership existed between said decedent and said E.W.S. Woods, and said E.W.S. Woods as surviving partner of said partnership which was conducted and carried on under the name of Woods Bros., has continued in the possession of the partnership property and has settled its business, and said surviving partner has settled the affairs of said partnership without delay and has accounted with himself and said executrices as executor and executrices of the last will and testament of said deceased, and has paid over such balances as have from time to time been payable to them, said petitioners in right of said decedent.

That said E.W.S. Woods has made such grants and conveyances of his interest in certain portions of said copartnership property of Woods Bros., and said petitioners, Jessie Lee Wilhoit and Mary L. Douglass as residuary legatees under the last will and testament of said John M. Woods, deceased, have made to said E.W.S. Woods such grants and conveyances that the residue of the estate of said John M. Woods deceased, consists of the properties hereinafter particularly described.

That the residue of said estate of John M. Woods deceased, now remaining in the hands of and under the control of Petitioners as such Executor and executrices is as follows, to-wit:

Personal Property- Schedule "A".

49 horses, 6 colts, 7 mares, 1 harrow, 3 sections, 5 mowers, 9 wagons, 1 iron running gear, 1 dump cart, 2 hay racks, 2 Havana Press Drills, 1 feed rack, 2-4 horse Stockton bumpers, 2-12 foot hay rakes, 1 bunch rake, 3 French Camp Buck Rakes, 1 Jackson Stacker, 1 Power Derrick, 1-4 foot Corbin, 1 slip scaper, 2 sets single driving harness, 29 work harnesses (Collars, bridles & halters), 1 range and cooking utensils, 11 pair stretchers, 1 pair Lead

with grains  
of the Capital Stock of San Joaquin Pioneer Mill Association.

g shares of the C.

An undivided  
1/2 share of  
Centrifugal Pump.

Grain Warehouse  
Hay Warehouse

1 ton foot  
1-2 gang pl  
2 Grain Roll

Engine and Sorens  
Also all real

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(21) Township One  
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66 3/4 East 8 ch  
East 5 chains; no

9 chains; south 66  
19 1/4 East 8 ch

9 chains; south 6  
containing 280.80 ac

Douglass' Lands of  
California filed

in California, November

shares of the Capital Stock of Central Natural Gas Company, a corporation

Personal Property- Schedule "B".

An undivided one half interest of, in and to the hereinafter described personal property:-  
1 alfalfa drill, 1 grading plow, 1 Austin Excavator, 1-20 H.P. Gasoline Engine, 1-8 inch Centrifugal Pump.

Grain Warehouse Equipment, including among other things, 3 trucks, 4 scales, 1 cleaner.  
Hay Warehouse Equipment, including among other things 3 set blocks and cables, 3 hay Trucks.  
1 ten foot Hay rake, 1 ten foot Corbin, 1 alfalfa rejuvenator, 1 French Comp Buckrake,  
1-2 gang plow, 2 sock houses, 2 hay presses (Junior Monarch and Little Giant).  
2 Grain Rollers, 1-2 horse Fresno Scraper, 1 double disk, 4 vineyard Gang Plows, Traction Engine and Separator (Best Mfg. Co.) 4 plows.

Also all wagons and personal property situated and used in connection with the vineyard property and including certain wagons at Lodi, and all cultivators and vineyard implements, and also including 6 horses, 2 mules 1-2 horse Fresno scraper and 1 Thimble Skoin Wagon.

Also the following personal property, to-wit:-

Promissory note of date September 26, 1903 for \$800 payable one day after date with interest at 5 per cent per annum, made by John C. Tyler.

Promissory note of date January 10, 1903 for \$35.58 payable one day after date with interest at 8 per cent per annum made by G. W. Woodson.

Promissory note of date June 5, 1905 payable September 5, 1905 for the sum of \$150 with interest at 7% per annum made by J. L. Martin.

Promissory note of date August 1, 1905, for \$21,250 payable one year after date made by Albert H. Beach and secured by mortgage of lots in Aldine Square Tract in the City and County of Los Angeles, State of California.

Promissory note of date August 1, 1906 for the sum of \$21,250 payable 2 years after date made by Albert H. Beach and secured by mortgage of lots in Aldine Square Tract, in the City and County of Los Angeles, State of California.

And 300 head of Dairy Cows, Stock Cattle and Calves. About 60 hogs.

Promissory note of S.W. Howell to Woods Bros for \$288 made May 19, 1906.

1 set large Fairbanks Scales;

All capital Stock of Shady Run Mining Company standing in the name of Woods Bros.

Real Property--Schedule "C".

All that portion of Swamp and Overflowed Land Survey No. 1192 lying South of the center line of the right of way of the Atchafalaya, Tepeck & Santa Fe Railway Company as located by that certain deed dated May 21, 1898 and recorded in Book "A" of Deeds Vol. 96 page 337 et seq., San Joaquin County Records, made and executed by John H. Woods and E.W.S. Woods to The San Francisco and San Joaquin Valley Railway Company. Said Swamp and Overflowed Land Survey No. 1192 being particularly described as follows, to-wit:

Beginning at the corner of section sixteen (16) seventeen (17) twenty (20) and twenty one (21) Township One (1) North Range Six (6) East Mount Diablo Meridian; run West 40 chains, thence north 61.88 chains to left bank of San Joaquin River; thence meander the same up stream North 84 3/4° East 8 chains; South 84 3/4° east 7 chains; south 62 3/4° East 5 chains; South 47 3/4° East 5 chains; south 28° 00' East 12 chains; south 51° 00' East 5 chains; south 65 3/4° east 9 chains; south 69° East 6 chains; south 82° East 4 chains; south 29° 00' East 8 chains; south 15 3/4° East 8 chains; south 15° 00' East 7 chains; south 6 3/4° West 8 chains; south 9° 00' East 8 chains; south 17° East 2.50 chains, thence west 20.20 chains to the place of beginning, containing 280.50 acres, as delineated upon that certain map entitled "Map of Woods, Wilhoit & Douglas" 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, 1905 at 2:15 o'clock, P.M.

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 Albertsen, Seal.  
R.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. Clark, a Notary Public in and for the County of Alameda, State of California, residing therein, duly commissioned and sworn, personally appeared Robert Albertsen, R.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. Clark,  
Notary public in and

for said county of Alameda, State of California.

Recorded at Request of D.V. Harceau, Sep. 27 1911 at 45 min past 11 o'clock A.M. in Book 3, Vol. 27 of Miscellaneous, page 23 San Joaquin County Records.

Fees \$2.00- James H. Kroh, Recorder.  
John J. Ambro, Deputy.

BERTHEAU MAX. A.  
to  
BROWN H.L.

"Completion of contract."

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

Max A. Bertheau, of the City of Stockton, County of San Joaquin, State of California, the owner in fee simple in

the two One story frame buildings, situated on the West

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 6<sup>th</sup> 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 27<sup>th</sup> day of September, 1911, the said buildings were actually completed and accepted by me as completed.

Dated at Stockton, San Joaquin County, California, this 29<sup>th</sup> September, 1911.

Max A. Bertheau

Subscribed and sworn to before me, this 29<sup>th</sup> 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 6, Vol 27 of Miscellaneous, page 25 San Joaquin County Records.

Fees \$1.00. James H. Kroh, Recorder.  
John J. Ambro, Deputy.

DOUGLASS MARY L.  
to  
WOODS IRRIGATION CO.

"Agreement."

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,

THIS AGREEMENT, Made and entered into the 29th, day of September,

1911, between Jessie Lee Wilhoit and Mary L. Douglass, of the City of Stockton, County of San Joaquin, State of California, the

parties of the first part, and Woods Irrigation Co. a

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

G<sup>4</sup>/MISC.  
RECORDS  
VOL. 27  
P. 25

EXHIBIT  
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water for irrigation, and any disposal 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,  
polish, repair, operate, extend, widen and repair a series of canals for the purpose of irrigat-  
ion 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 Twenty-four (24) Township One (1) North, Range Five (5) East, Mount Diablo Base and Mer-  
idian, 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 2651-8/10 feet; thence South 30° 55' West 615 feet  
to the line 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 9014.8 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 49° East 426-2/10 feet; thence South 13° 59' West 4661-8/10 feet; thence South 43°  
59' 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  
westerly 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 Helenie Williamson, his wife, to J.W.  
Wilkinson, by Deed dated April 20th, 1896, 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 K.P. Eaton and F.D. 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 Sec-  
tion 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  
line to the point of beginning, said point of beginning being a portion of Sections Nineteen (19) Twenty

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(10) Thirty (30) and Thirty-one (31) 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 Section Six (6) and Seven (7) 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 o'clock P.M.  
Containing 2,256.37 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.

(Corp. Seal.) Woods Irrigation Co.  
By E.W.S. 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 C 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, acknowl-  
edged 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 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 and State, residing  
therein, duly commissioned and qualified, personally appeared E.W.S. 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 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

Notary Public in and for the County of San Joaquin, State of California.  
I, the undersigned, a commissioned and qualified Notary Public, personally appeared Jessie Lee Wilhoit,  
and Mary L. Douglass, the persons described in whose name is subscribed to, and who executed the  
above instrument, and acknowledged to me that she executed the same.  
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  
expressed.

Avis G. McCloud,  
Notary Public in and

for the County of San Joaquin, State of California.

Recorded at the request of Woods Irrigation Co. Sept. 30 1911 at 16 min past 9 o'clock A.M.  
Book 25 of Miscellaneous, page 25 San Joaquin County Records.

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

WOODS IRRIGATION CO.

Contract to furnish water  
between the  
Woods Irrigation Co.  
and

JESSIE LEE WILHOIT  
and MARY L. DOUGLASS

COMPARED

Jessie Lee Wilhoit and Mary L. Douglass,

Agmt. to furnish water.

THIS AGREEMENT, made the 28th 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 part-  
ies 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 con-  
sideration 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 herunto 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:  
South 0° 45' East 2631-8/10 feet; thence South 30° 55' West 615 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  
11' East 78-2/10 feet; thence South 26° 11' East 61-1/10 feet; thence South 48° 15' East  
1229-2/10 feet; thence South 32° 30' East 143-9/10 feet; thence South 0° 49' East, 428 3/10 feet;  
thence South 12° 59' West 1661-8/10 feet; thence South 43° 59' 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 westerly direction  
to the South West corner of a certain 48-819/1000 acre tract of land, as conveyed by  
William and Helen Williams, his wife, to L. V. Wilkinson, by Deed dated April 29th,  
1908, and in Book 25 of Miscellaneous, page 275 San Joaquin County Records; thence

"G" Misc Records  
Vol 27 P 528

line through said Section Six (6) to the South West corner of that certain 204.07 acre tract of land heretofore conveyed by John M. 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 by John M. Woods, a widower, E.W.S. Woods, and Alice M. Woods, his wife, to H.D. Eaton and W.D. 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 2540 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 & 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 o'clock P.M. Containing 3,286.37 acres, more or less.

The agreement of the first party to furnish water to the second parties 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 25th day of September, 1911, until the 14th day of December, 1955, 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 claim 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 act of God, the Company shall not in any way be held responsible for the damage caused by such default.

...in consideration of the...  
...of the United States to...  
...as follows...  
...Monday, 1st September, after the first Monday in September, 1911, until...  
...and on the first Monday of each September thereafter (so long as said water...  
...the sum of \$1.00 together with the sum of money, the...  
...be determined as follows...  
...the maintenance and replacement of the canal and structures, and the...  
...of water, and of extension, and of the removal of sewage water, after the...  
...may be provided by the Company, and of the...  
...the Company's affairs, all cost of litigation, and all other expense incidental...  
...of the canal system shall be pro-rated according to the acreage served with...  
...said Company and each and every acre herein above described shall contribute and pay...  
...amount to the Company on the day as hereinabove set forth. The item of replacement shall...  
...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 29th 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 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...  
...ditches, gates, checks, drops and the side-gates as hereinafter provided, and all drainage...  
...structures necessary to suffice the complete drainage of the lands...  
...the banks of the canals constructed by the Company for

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The main canal and laterals, as constructed by the Company, shall be such as to furnish water to all the land on 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 water through the 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 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 usage, 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 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 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 damage and in no case shall the Company be held for such neglect.

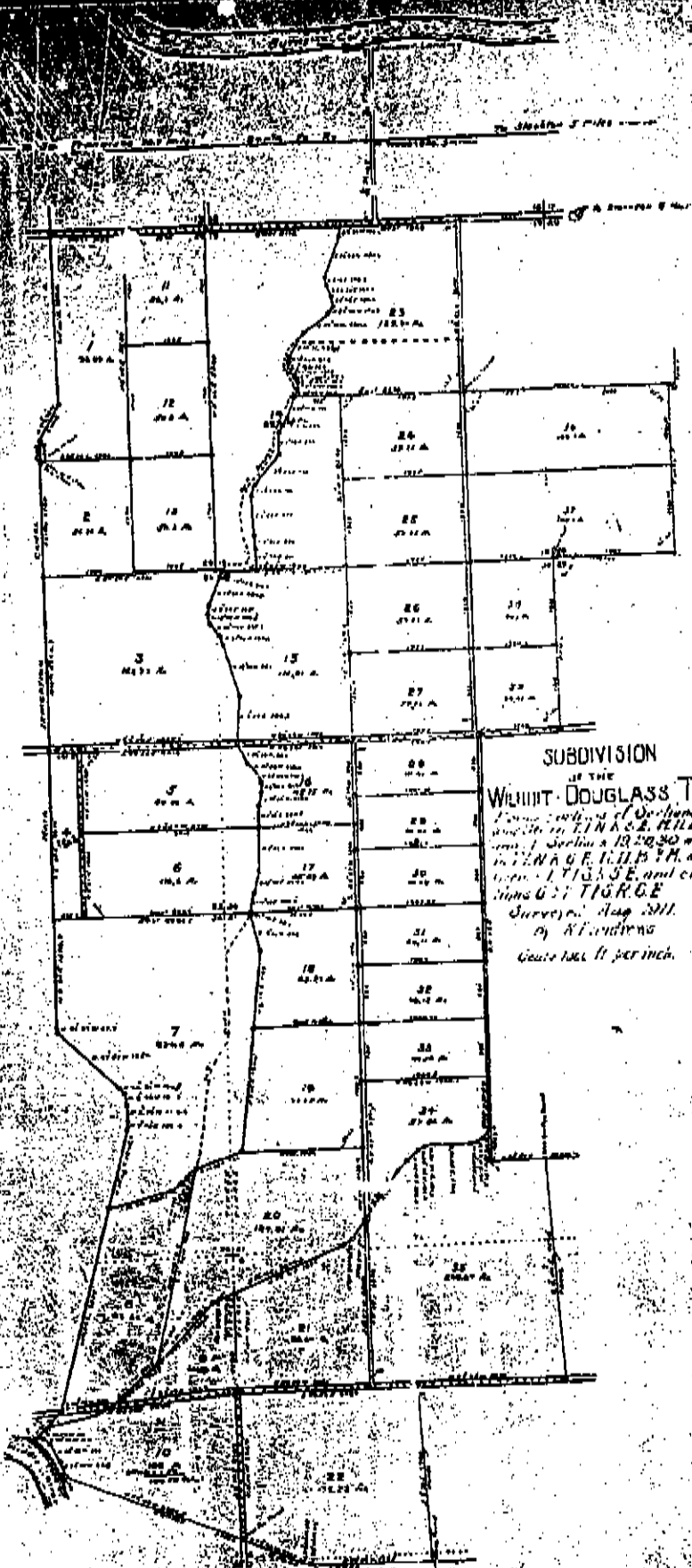
The Consumer shall not willfully dispose of any of the water, furnished under this contract.

...with the amount desired, when in that event the quantity available shall be ...  
...The authorized agent ...  
...shall have free access at all times to the lands irrigated from ...  
...to examine the flow of ...  
...to make surveys and measurements as deemed necessary, to examine the flow of ...  
...to repair, maintain and replace all canals and structures appurtenant ...  
...to use necessary earth to make ...  
...the supply of irrigating waters and drainage and to use necessary earth to make ...  
...the Company may have the right to take charge of any ...  
...for the purpose of supplying water to a part of ...  
...to leave a tract of land ...  
...in the case of subdivision of a tract and the sale of a part there ...  
...of said supply branch and ...  
...The Company may at its election take possession of said land hereinafter ...  
...Included in the description of the land hereinafter ...  
...The East 80 Acres of Lot Thirty-six (36); the ...  
...all of Lot Thirty-five (35); and all of Lot Twenty-two ...  
...which are above the reasonable elevation of the water in the Company's canal, and which ...  
...are hereinafter termed "high lands". It is mutually understood that the water cannot ...  
...the surface of said 838.29 acres of land from the present or any contemplated canal of the Company's ...  
...sub-irrigate for many purposes, and the water may be pumped from the ...  
...It is hereby understood and agreed by the Company ...  
...at his election, con- ...  
...he shall give written notice ...  
...shall become a ...  
...of this contract ...  
...of the conditions of this contract ...  
...of the lands shall be subject to all of the conditions of this contract ...  
...of the said "high lands" or any part thereof, were ...  
...of the Company that the said "high lands" or any part thereof, were ...  
...of the Company may, at its election, place the ...  
...of this contract by serving written notice ...  
...of the land and become a part ...  
...of the tract. Sixth: This agreement is to run with the land and become a part ...  
...of the tract or any sub-division thereof, which lien may be fore- ...  
...of the tract and the sub-division and sale of any ...  
...of the payments as provided for in the agreement, and the agree- ...  
...of all of the hereinabove described tract shall in no way effect this agreement, and the agree- ...  
...of the whole.  
IN WITNESS WHEREOF, the said first party, termed the "Company" has caused the corporate name ...  
to be hereon 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.  
By E. W. S. Woods, President.  
And Geo. E. Wilhoit, Secretary.  
Jessie Lee Wilhoit, Seal.  
May L. Douglass, Seal.  
By K. L. Wilhoit Her attorney in fact.

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 said San Joa-  
quin 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, thereto as principal and his own  
I have hereunto set my hand and affixed my  
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, )  
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, a Notary Public in and for said County and State,  
residing therein, duly commissioned and qualified, personally appeared E. W. S. 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.  
Avis G. McCloud,  
(Notary Seal.) Notary Public

In and for the County of San Joaquin, State of California.



**SUBDIVISION**  
**OF THE**  
**WILMIT-DOUGLASS TRACT**  
 Containing Sections 4, 5,  
 and 6 of T. 1 N. & S. 21 E., R. 7  
 and Sections 13, 20, 30 and 31  
 of T. 1 N. & S. 21 E., R. 7, and of  
 Sections 1, 7, 13, 20, 30 and 31  
 of T. 1 N. & S. 21 E., R. 7  
 Surveyed Aug. 1871  
 by A. Landreth  
 Scale 1/2" = 100'

209/DI 30

12-22-11

MADE

COMPIRED

GIBBIS, R. L.  
 HAYZ, W. D.  
 JOSEPH, W. D.  
 PARDINI, M.  
 SULLIVANTI, ANGELO

This instrument made the \_\_\_\_\_ day of \_\_\_\_\_  
 in the year of our Lord one thousand nine hundred and eleven  
 between H. L. Wilhoit, M.D., Estate and W. D. Buckley, of the  
 County of Stanislaus, State of California  
 the part \_\_\_\_\_ of the first part,  
 and M. Pardini and Angelo Sullivanti of the County and State  
 of \_\_\_\_\_  
 the part \_\_\_\_\_ of the second part.

Whereas: That the said part \_\_\_\_\_ of the first part, for and in consideration of the sum of  
 Thirtythree thousand six hundred and sixteen and 70/100 (\$33,016.70) Dollars gold coin  
 of the United States of America, to \_\_\_\_\_ in hand paid by the said part \_\_\_\_\_ of the second part, the receipt whereof  
 is hereby acknowledged \_\_\_\_\_ do \_\_\_\_\_ by these presents  
 grant, bargain, \_\_\_\_\_ sell, convey and confirm

unto the said part \_\_\_\_\_ of the second part, and to their heirs and assigns forever, all that \_\_\_\_\_ certain lot, piece, or parcel of  
 land situate, lying, and being in the Subdivision of Wilhoit-Dougllass Tract \_\_\_\_\_ County of San Joaquin, State of  
 California, and bounded and particularly described as follows, to-wit: Lots Nos. Twenty-one (21) and Twenty-two (22)  
 as delineated and designated upon that certain map entitled Subdivision of the Wilhoit-Dougllass  
 Tract filed October 2nd 1911 at 9:00 A.M. in the office of the County Recorder of the County  
 of San Joaquin, State of California. This land is made subject to that certain agreement for  
 easement dated September 20th 1911 and recorded September 30th 1911 in Book 200 of Minors  
 Records Vol. 27 page 27 San Joaquin County Records, made and executed by Jennie Lee Wilhoit and  
 Mary T. Douglas with Woods Irrigation Co., a corporation. Also subject to a contract for  
 high water, dated September 20th 1911 and recorded September 30th 1911 in Book 200 of Minors  
 Records Vol. 27 page 27 San Joaquin County Records, made and executed by Woods Irrigation Co.  
 a corporation, with Jennie Lee Wilhoit and Mary T. Douglas.

Together with all and singular the tenements, hereditaments and appurtenances thereto in anywise appertaining  
 and the reversions and reversions, remainder and remainders, rents, issues and profits thereof.

Do hereby sell, all and singular, the said premises, together with the appurtenances, unto the said part \_\_\_\_\_ of the second part  
 and to \_\_\_\_\_ heirs and assigns forever.

In witness whereof, the said part \_\_\_\_\_ of the first part has hereunto set their hands, and seals, the day and  
 year first above written.

Signed, Sealed and Delivered in the Presence of  
 H. L. Wilhoit [Seal]  
 W. D. Eaton [Seal]  
 W. D. Buckley [Seal]

State of California }  
 County of San Joaquin } 55

On this \_\_\_\_\_ day of \_\_\_\_\_ A. D. in the year \_\_\_\_\_ one thousand nine hundred and \_\_\_\_\_  
 before me, At \_\_\_\_\_ a Notary Public in and for the County of \_\_\_\_\_ State  
 of California, residing therein, duly commissioned and \_\_\_\_\_ personally appeared \_\_\_\_\_  
 Buckley

known to me to be the person \_\_\_\_\_ whose name is set  
 subscribed to the within \_\_\_\_\_ instrument, and \_\_\_\_\_ acknowledged to me that she executed the same

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, being official in the

County of \_\_\_\_\_ the day and year in  
 this certificate first above written.  
 [SEAL] \_\_\_\_\_ Notary Public

In and for the \_\_\_\_\_ County of \_\_\_\_\_ State of California

Recorded at the Request of \_\_\_\_\_  
 1911, M. A. \_\_\_\_\_ in A. \_\_\_\_\_ M. W. Book "A" Vol. 209 of Deeds page 88 San Joaquin County

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261/11

Belluomini, C.  
Plff.  
M. Pardini,  
Belluomini, R.  
Woods Irrig. Co.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR  
THE COUNTY OF SAN JOAQUIN.

CRESTINA BELLUOMINI,  
Plaintiff,  
vs.  
M. Pardini, Relando Belluomini,  
Rolin Belluomini and Woods  
Irrigation Co. (a corporation)

No. 11,670.  
Dept. No. 2.

Judgment of Partition  
Doth

FINAL JUDGMENT OF PARTITION.

The report of W D Buckley, George W Leitner and A J Lund, referees heretofore appointed  
by this court, filed herein on the 29th day of November, 1915, was as regularly to be heard this day,

all parties, other than the defendant corporation, being represented by their respective counsel. In  
opposition was filed or made to the report of said referees and evidence was received by the Court  
in support thereof; and it appearing to the court that said referees have made partition of the  
premises described in the complaint and the interlocutory decree made and entered herein on  
October 18, 1915, according to the respective rights and interest of the parties to this action as  
the same have been ascertained and declared by this court in and by said interlocutory decree, by  
which partition the said referees have allotted, assigned and set off in severalty to the plaintiff  
Crestina Belluomini and to the defendants Relando and Rolin Belluomini, as a unit, that certain lot,  
piece or parcel of land situate, lying and being in the county of San Joaquin, State of California,  
in the subdivision of the Wilhoit-Douglas Tract, and more particularly described as follows, to-wit:-

Lot No. 21 as so delineated and designated upon that certain map entitled "Subdivision  
of the Wilhoit-Douglas Tract," filed October 2, 1911, at 9:06 A M in the office of the county  
recorder of said County of San Joaquin, State of California.

Subject to that certain agreement for canals, etc., dated September 29, 1911 and recorded  
September 30, 1911 in Book "C" of Miscellaneous Vol 27, page 25, San Joaquin County Records, made and  
executed by Jessie Lee Wilhoit and Mary L Douglass with Woods Irrigation Co. a corporation, and also  
subject to a contract to furnish water, dated September 29, 1911 and recorded September 30, 1911,  
in Book "C" of Miscellaneous, Vol. 27, page 28, et seq. San Joaquin County Records, made and  
executed by Woods Irrigation Co. a corporation, with Jessie Lee Wilhoit and Mary L Douglass.

Together with all and singular, the tenements, hereditaments and appurtenances  
thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and  
remainders, rents, issues and profits thereof.

Provided, nevertheless, that, since the above described land is under oral lease for  
the cropping season of 1914-1915 to the defendant M. Pardini, the actual possession of said  
property shall revert to and be in the said three parties to this action not later than December  
3, 1915, pursuant to (and the insertion of this possessory clause being expressly consented  
to by the said James M. Pardini and his attorney, John A Wilson) the request of the attorney for  
plaintiff with the consent of all other counsel.

That they have allotted, assigned and set off in severalty to the defendant M. Pardini,  
all that certain lot, piece or parcel of land situate, lying and being in the county of  
San Joaquin, State of California, in the subdivision of the Wilhoit-Douglas Tract and more  
particularly described as follows, to-wit:-

Lot No. 22 as so delineated and designated upon that certain map entitled "Subdivi-  
sion of the Wilhoit-Douglas Tract", filed October 2, 1911, at 9:06 A.M. in the office of  
the county recorder of said county of San Joaquin, state of California,

Subject to that certain agreement for canals, etc. dated September 29, 1911 and  
recorded September 30, 1911 in Book "C" of Miscellaneous, Vol 27, page 25, San Joaquin County  
Records, made and executed by Jessie Lee Wilhoit and Mary L Douglass with Woods Irrigation Co.  
a corporation, and also subject to a contract to furnish water, dated September 29, 1911

EXH  
N

and recorded September 30, 1911, in Book 6 of Miscellaneous Vol. 27, page 23, at seq. San Joaquin County Records, this and executed by Woods Irrigation Co., a corporation with Jessie Lee Wilhite and Mary I. Souglers.

Together, with all and singular, the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

Subject, nevertheless, to an equality of \$2,376.12 $\frac{1}{4}$  to be paid to the said other three co-tenants in the proportions following, to-wit: to said plaintiff \$1702; to Aurelie Massei as the guardian of the persons and estates of said defendants Rolando Belluomini and Rolin Belluomini, minors, the sum of \$207.06 for each of said minors and as the property of each of said minors.

That the actual determination of the amount to be allowed as attorney's fees herein was reserved by consent until the hearing upon said report; that a reasonable fee to be allowed A. H. Ashley as the attorney for plaintiff in this action is the sum of \$150; that a reasonable fee to be allowed C. P. Remson as attorney for said guardian and for said minors, is the sum of \$80; that no compensation be allowed the attorney for the defendant M. Pardini or the attorney for the defendant Woods Irrigation Co. (a corporation); that said fees have been incurred and the services rendered therefor have been rendered for the common benefit; that the following costs have been incurred for the common benefit, to-wit:-

1911.	
September 3, Notary, verifying complaint, -----	\$ .50
September 4, Clerk's fees, -----	6.00
September 6, Recorder-recording his returns, -----	1.40
September 30, Clerk's calendar fee, -----	2.00
October 15, Postage, forwarding papers to referees, -----	.18
October 15, Cashes to referees, -----	1.50
	Total----- \$11.58

That the state and county taxes now a lien upon said parcels of land should be paid and borne, respectively, by the persons to whom, respectively, said parcels or lots of land have been set off; that the reasonable compensation and the proper costs and charges of the referees herein is the sum of \$25. for each referee;

That the sum of \$10 should be reserved for the purpose of securing the recording of a certified copy of this decree in partition, and closing this action.

That, knowing from the oral expression of the court what this judgment would be and would require, the defendant M. Pardini has actually paid to the plaintiff Crestina Belluomini the said sum of \$1702, and to the said Aurelie Massei as the guardian of the persons and estates of said defendants Rolando Belluomini and Rolin Belluomini, minors, the said sum of \$207.06 (accurately \$207.06-1/4) each, or \$594.12 $\frac{1}{4}$  to both, to make the said partition equal and in full compensation for the inequality in value between the said Lot 21 and the said Lot 22, as found by said referees and as specified in their said report; that the said four owning co-tenants (being the parties to this action other than the said Woods Irrigation Co.) have, in proportion to their said interest in said property, actually paid to said A. H. Ashley the said sum of \$150, as his said reasonable attorney's fees, the said sum of \$11.58 as said costs of suit advanced or incurred herein by him, and the said sum of \$10 so allowed for the purpose of recording this judgment and finally closing this action; that, in proportion to their said interests, the said four owning co-tenants have actually paid to the said referees the sum of \$25. each for their services, and to C. P. Remson the sum of \$80 so allowed him as a reasonable attorney's fee.

That it is the desire of the plaintiff Crestina Belluomini and of the defendants Rolando and Rolin Belluomini, and of Aurelie Massei as the guardian of the persons and estates of said Rolando Belluomini and Rolin Belluomini that they be allowed to remain tenants in common of the said land so partitioned, allowed and set aside to them; that as to each lot of land they are the sole and only parties in interest; that it is for the best interest of said plaintiff and her said minor children and of said property itself that they be permitted to remain tenants in common

of said lot of land.

WHEREFORE, IT IS BY THE COURT BEEN ORDERED, ADJUDGED AND DECREED:

That the said report of said referees stand and be, and the same is, in all respects: ratified and confirmed (except so far as the same may be enlarged or modified hereby) that the partition of said premises so made and herein set out be firm and effectual forever.

That the plaintiff Crestina Belluomini and the defendants Rolando Belluomini and Felia Belluomini be, and hereby are, allowed to remain tenants in common of the said Lot 21 as allotted and partitioned to them; that the plaintiff Crestina Belluomini, as such tenant in common, is the owner of an undivided three-fourths part or share of said Lot 21; that the said Rolando Belluomini is the owner of an undivided one-eighth part or share of said Lot 21, and that the defendant Felia Belluomini is the owner of an undivided one eighth part or share of said Lot 21.

SUBJECT, nevertheless, to the said agreements hereinbefore specified and, by the consent of all parties, to the right of possession thereof by the defendant M. Pardini as lessee to and not later than December 1, 1916, as an outside limitation of time for him to remove by harvesting or pasture, his tenant's crops on said Lot 21; that, all attorney's fees, referees' fees, costs, and expenses having been paid, said lands are so allotted and partitioned to the respective parties freed from any charge, expense or lien on account of this action or on account of said partition.

Done in open court this 9th day of November, A.D. 1916. J.A. Plummer, Judge.

Endorsed, Filed Nov. 16, 1916. Eugene D Graham, Clerk. Entered Nov. 16, 1916. in Judgment Book "P" at page 482.

State of California, County of San Joaquin, ss.

I, Eugene D Graham, County Clerk of the County of San Joaquin, State of California, and ex-officio Clerk of the Superior Court of the State of California, in and for the County of San Joaquin, do hereby certify the foregoing to be a full, true and correct copy of the original Final Judgment of Partition- in Re, Crestina Belluomini, Plaintiff, vs. M. Pardini, Rolando Belluomini, Felia Belluomini and Woods Irrigation Co. (a Corporation) Defendants, together with the official endorsements thereon on file in my office, and that I have carefully compared the same with the original.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Superior Court this 16th day of November, 1916. Eugene D Graham, County Clerk.

10/ I 2 Stamps attached and cancelled. (Seal.) By M.P. Bransch, Deputy County Clerk.

Recorded at Request of A. H. Ashley, Nov. 16, 1916, at 46 min past 1 o'clock P.M. in Book A Vol 261 of Deeds, page 512 San Joaquin County Records. John D Finney, Recorder. (A). Fee \$3.00.

=====

Witnes: John T. Matten, J. H. Matten, N.E. Matten, Full room.

DEED OF RECONVIANCE.

Whereas, there has been fully paid to the party of the third part therein B.P. Kyle, all of the indebtedness secured to be paid by that certain deed of trust, recorded on the 11th day of November, A.D. 1911 in the office of the County Recorder of the County of San Joaquin, State of California, in Book "A" Volume 197, of Deeds at pages 505, et seq. and executed by the parties of the first part therein (hereinafter named) to the undersigned Trustees (therein the parties of the second part).

Now, therefore, the undersigned, as such Trustees, without incurring any liability, hereby grant and convey, without any warranty or covenant whatever, either express or implied to John T. Matten and Elizabeth H. Matten, his wife, of the County of San Joaquin, State of California, (the said parties of the first part therein, hereinafter called grantees) their heirs and assigns, all the estate derived to the undersigned by or through said deed of trust in that certain piece or parcel of land situate, lying and being in the County of San Joaquin, State of California, which is herein described by this express reference to the description thereof in said deed of trust, so recorded together with the interests and appurtenances thereto belonging.

To have and to hold the same without any warranty, or covenant unto the said grantees, their heirs and assigns forever.

Ira Saunders  
Alma E. Saunders, First Parties.  
E.W. Avila  
Bernice M. Avila, Second Parties.

STATE OF CALIFORNIA }  
County of San Joaquin } ss.

On this 1st day of August in the year of our Lord one thousand nine hundred and Forty one, before me, M.J. HENRY, a Notary Public in and for said County and State, residing therein, duly commissioned and qualified, personally appeared IRA SAUNDERS and ALMA E. SAUNDERS, his wife, and E.W. AVILA and BERNICE M. AVILA, his wife, personally 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 at my office in the County of San Joaquin, the day and year in this certificate first above written.

(Notary Seal) M.J. Henry, Notary Public in and for the County of San Joaquin,  
State of California.

#14460 Recorded at Request of E.W. Avila, Aug. 27, 1941 at - min. past 11 o'clock A.M., in Book of Official Records, Vol. 753, page 122, San Joaquin County Records.

Fees \$2.10

John D. Finney, Recorder.

ESP

753/124

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ACT OF SALE

THIS AGREEMENT made this 7th day of August, 1941, between M. PARDINI and GIOVANNA PARDINI, his wife, the parties of the first part, and E.W. AVILA and BERNICE M. AVILA, his wife, as joint tenants, the parties of the second part.

For Consent to Oil & Gas Lease  
See Book of Official Records, Vol. 1011 Page 212

W I T N E S S E T H

That the said parties of the first part in consideration of the covenants and agreements on the part of the said parties of the second part, hereinafter contained, agree to sell and convey unto the said parties of the second part, and the said second parties agree to buy all those certain lots, pieces or parcels of land situate in the County of San Joaquin, State of California, and bounded and particularly described as follows, to-wit:-

PARCEL ONE: Lot Nine (9), as shown upon Map entitled, "Subdivision of the WILCOIT-DOUGLAS TRACT", filed October 2, 1911, in the office of the County Recorder of San Joaquin County, California.

EXCEPTING THEREFROM that certain parcel of land containing 1.50 acres more or less as conveyed to Roberts Union Farm Center, Incorporated, a corporation in deed dated July 1, 1935, and recorded July 11, 1935 in Book of Official Records, Vol. 500 Page 466 San Joaquin County Records.

ALSO EXCEPTING THEREFROM that certain parcel of land containing 0.50 acres, more or less, as conveyed in Deed dated March 23rd, 1936, executed by M. Pardini and Giovanna Pardini, his wife, to Roberts Union Farm Center, Incorporated, a corporation, recorded April 7, 1936, in Book of Official Records, Vol. 533 Page 190, San Joaquin County Records.

PARCEL TWO: Lot Twenty-two (22), as shown upon Map entitled, "SUBDIVISION OF THE WILCOIT-DOUGLASS TRACT", filed for record October 2, 1911, in Vol. 5 of Maps and Plats, page 40, San Joaquin County Records, and containing 175.22 acres.

PARCEL THREE: The East One-Half (E $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Six (6) and

EXHIBIT O



the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Five (5) in Township One (1) South, Range Six (6) East of Mount Diablo Base and Meridian, containing 120 acres, more or less, and being known as Swamp and Overflow Land Survey No. 1325. Also that portion of Section Six (6) and Seven (7) in Township One (1) South, Range Six (6) East, of Mount Diablo Base and Meridian, commencing for the same at a 4" x 4" white post marked as end for the center of said Section Six (6); thence South 42.16 chains, more or less to a post in Cross Levee; thence East along said Cross Levee 9.24  $\frac{4}{10}$  chains to a post; thence North 42.16 chains, more or less, along fence to the center line running East and West through Section Six (6); thence West 10.08  $\frac{3}{10}$  chains to the point of beginning, and containing 42.819/1000 acres, 40.976/1000 acres being in said Section Six (6) and 1.843/1000 acres being in said Section Seven (7), being the same land conveyed by Deed dated April 29, 1899 to J.W. Wilkinson by H.E. Williamson and Seleni Williamson, his wife, and recorded April 29, 1899 in Book "A" of Deeds, Vol. 99 page 575 San Joaquin County Records. for the sum of Fifty-five Thousand One Hundred Five and 85/100 (\$55,105.85) Dollars, lawful money of the United States; and the said parties of the second part in consideration of the premises agree to pay, at the time and in the manner hereinafter mentioned to the said parties of the first part, the said sum of Fifty-five Thousand One Hundred Five and 85/100 (\$55,105.85) Dollars as follows, to-wit:-

On or before twenty-five (25) years after date, with interest at the rate of five (5%) per cent per annum, interest payable November 1st, 1941, and annually thereafter, on each November 1st.

The parties of the second part, as a part of the consideration for this contract, promise and agree that they will, in due and proper season, and in a good and farmerlike manner, level and put under irrigation each year at least forty (40) acres of land not theretofore levelled and irrigated and that within ten years from date hereof, the whole of said land hereinbefore described shall be levelled and placed under irrigation, it being understood and agreed that any irrigation system constructed by the parties of the second part for the irrigation of said lands shall become attached to, and a part of said land.

Second parties agree to keep the buildings insured in a reliable insurance company for at least the insurable value at their own expense, protecting the first parties herein as their interest may appear.

Second parties further agree to keep the premises in as good a state and condition as a reasonable amount of use and wear thereof will permit (damage by the elements excepted) and to pay all taxes, water rents and assessments as they become due and at least ten days before the same become delinquent.

And the said parties of the second part agree to pay at least ten days before delinquent all State, City and County Taxes, or assessments of whatsoever nature, which may become due on the premises above mentioned.

In the event the parties of the second part fail to comply with any of the terms, agreements or conditions hereof, then at the option of the parties of the first part, all rights of the parties of the second part in and to said lands and premises may be declared ended, and any and all moneys paid, all work done shall be deemed compensation for the use and occupation of said premises and the parties of the first part shall be released from all obligations either in law or equity, to convey said property, and may take immediate possession of said property, including all improvements or growing crops thereon, together with all of the right, title and interest of the parties of the second part in and to any pumping equipment including pumps, motors, pipe lines and rights of way used for the irrigation of said lands. In addition to said rights hereinbefore provided, which are not exclusive, the parties of the first part shall have all such other and further rights

as may be accorded them under the laws of the State of California.

During such time as the parties of the second part are not in default in the performance hereof, they may have the use and occupation of said premises. When said parties of the second part shall have fully performed all of the conditions hereof and paid the purchase price in full together with all interest thereon, then the parties of the first part agree to execute and deliver to the parties of the second part, a good and sufficient deed, conveying a merchantable title to said property, free of any encumbrances done, made or suffered by the parties of the first part, the policy of title insurance at said time to be paid for by the buyers and sellers, one-half each.

This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators and assigns of the respective parties. Time is of the essence of this contract. The waiver, by the parties of the first part, of a default in the performance of any obligation at the time and in the manner that it should have been performed, shall not be, nor shall it be construed to be, a waiver of any succeeding default, nor shall it effect the provision that time is of the essence hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names the day and year first above written.

M. Pardini  
Giovanna Pardini  
E.W. Avila  
Bernice M. Avila

STATE OF CALIFORNIA }  
County of San Joaquin } ss.

On this 7th day of August in the year of our Lord one thousand nine hundred and forty-one, before me, Irene Tellas, a Notary Public in and for said County and State, residing therein, duly commissioned and qualified, personally appeared M. Pardini and Giovanna Pardini personally 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 at my office in the County of San Joaquin, the day and year in this certificate first above written.

(Notary Seal) Irene Tellas, Notary Public, in and for the County of San Joaquin, State of California.

#14461 Recorded at Request of E.W. Avila, Aug. 27, 1941 at 1 min. past 11 o'clock A.M., in Book of Official Records, Vol. 753, page 124, San Joaquin County Records.

Fees \$2.50

John D. Finney, Recorder.

ESP

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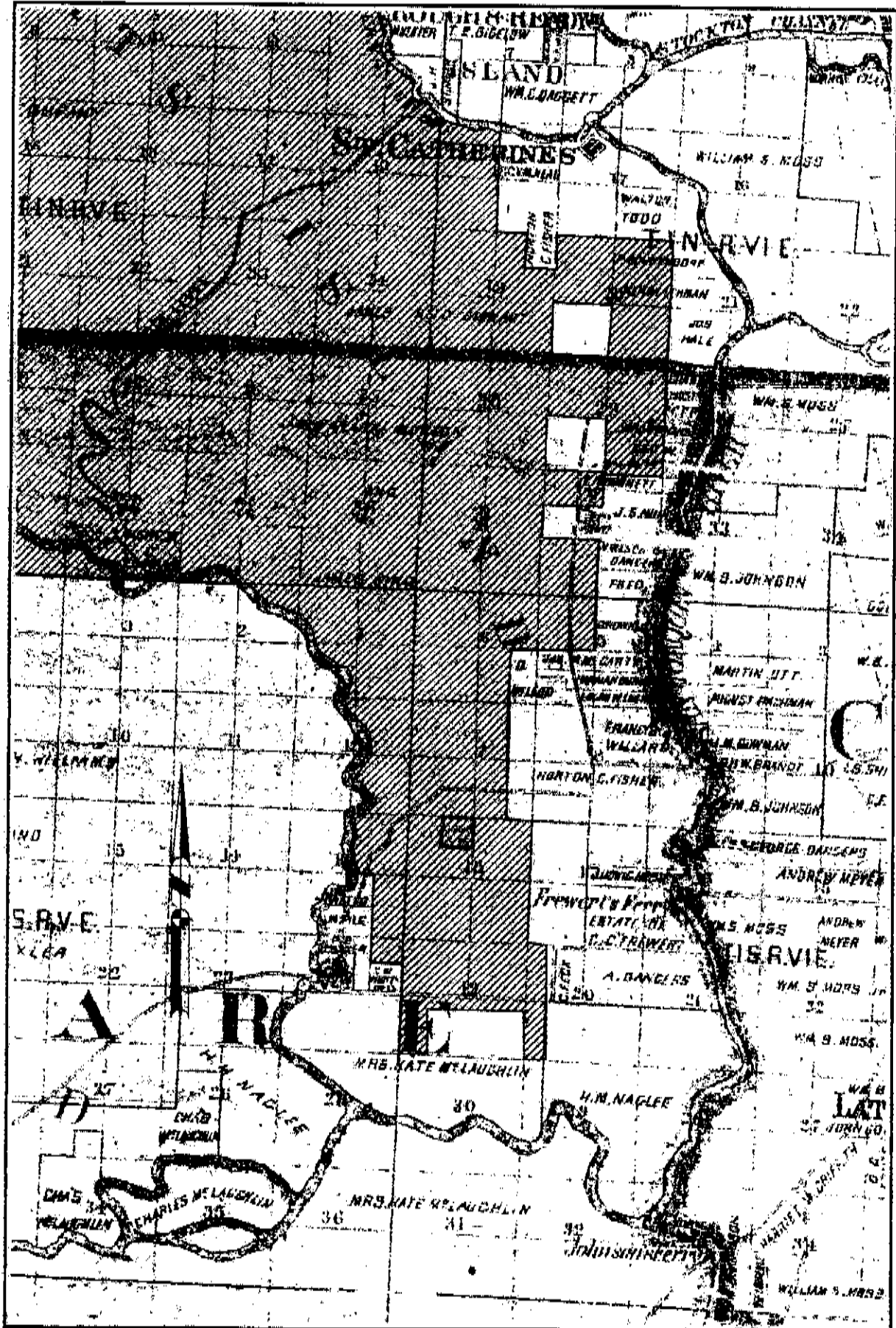
THIS INDENTURE, made the 27th day of August, nineteen hundred and forty-one, BETWEEN JENNIFER I. BOLCE, of the City of Stockton, County of San Joaquin, State of California, party of the first part, and MAY A. GEOFFRION, as her separate property, of the City of New York, County of New York, State of New York, party of the second part,

WITNESSETH, that the party of the first part, in consideration of the sum of Ten (\$10.00) and 00/100 Dollars, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, and her heirs and assigns forever, ALL that certain lot or parcel of land situate in the City of Stockton, County of San Joaquin, State of California, and bounded and particularly described as follows, to-wit:-

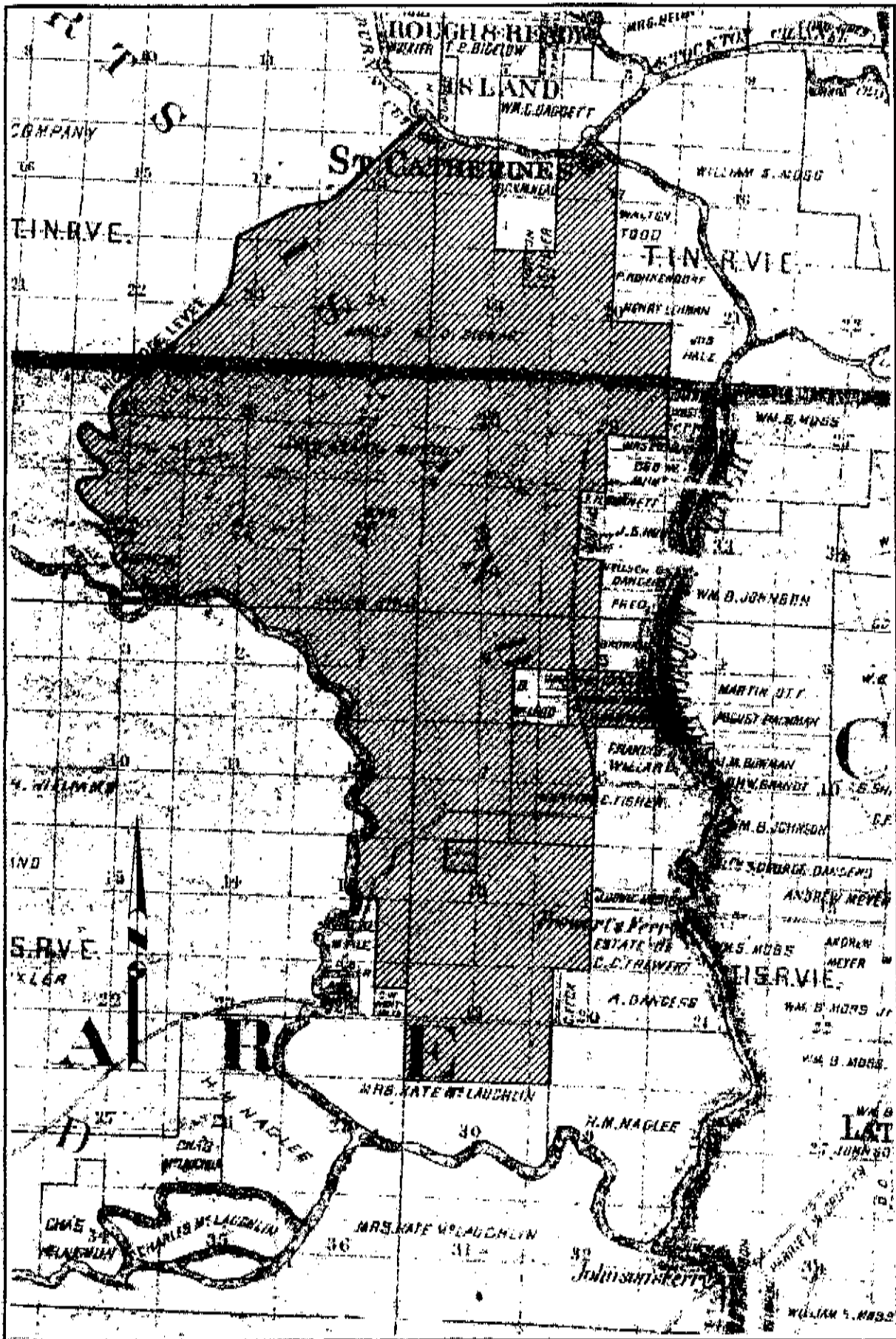
The North Thirty-nine (N.39) feet of Lot Two (2) in Block Four (4), as shown upon Map entitled "THE OAKS", filed for record February 19th, 1910, in Vol. 5 of Maps and Plats, page 3, San Joaquin County Records.

TOGETHER with the appurtenances, and all the estate and rights of the party of the first part in and to said premises.

**EXHIBIT P**



GOLDEN R. INC. CHAIN OF TITLE GRANTED STATE OF CALIFORNIA GRANTED J.P. WITNEY JANUARY 17TH, 1876		K K N N	KJELSEN SINNOCK NEUDECK Recording Office San Francisco	Date No. Vol.	Date No. Vol.	Date No. Vol.	Date No. Vol.
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GOLDEN R. INC. CHAIN OF TITLE GRANTED: J.P. WHITNEY GRANTED: MORTON FISHER JANUARY 17TH, 1877	K. KJELSOEN SINNOCK NEUDECK	Date: _____ No. _____ Vol. _____
		Date: _____ No. _____ Vol. _____



GOLDEN R. INC. CHAIN OF TITLE GRANTED JAMES R. STEWART GRANTED GEORGE A. SMALL JUNE 15TH, 1891		K. KJELSDEN S. SINNOCK H. NEUDECK	[Small text and symbols, possibly a scale or legend]
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With Introduction by Robert E. Burns,  
President, University of the Pacific

*Stanwell-Voyll Books • Berkeley, California • 1968*

EXHIBIT Q

HISTORY OF SAN JOAQUIN COUNTY -- 1879

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A TECHNICAL NOTE

The original edition of 1879 was done by letterpress from hand-set types. The illustrations were sketches reproduced by stone lithography.

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THE  
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**SAN JOAQUIN COUNTY,  
CALIFORNIA.**

**WITH ILLUSTRATIONS DESCRIPTIVE OF ITS SCENERY,  
RESIDENCES, PUBLIC BUILDINGS, FINE BLOCKS AND MANUFACTORIES.**

*FROM ORIGINAL SKETCHES BY ARTISTS OF THE HIGHEST ABILITY.*

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OAKLAND, CAL.  
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R. 4. E. UNITED

R. 5. E.

STATES

R. 6. E.

ENGLISH

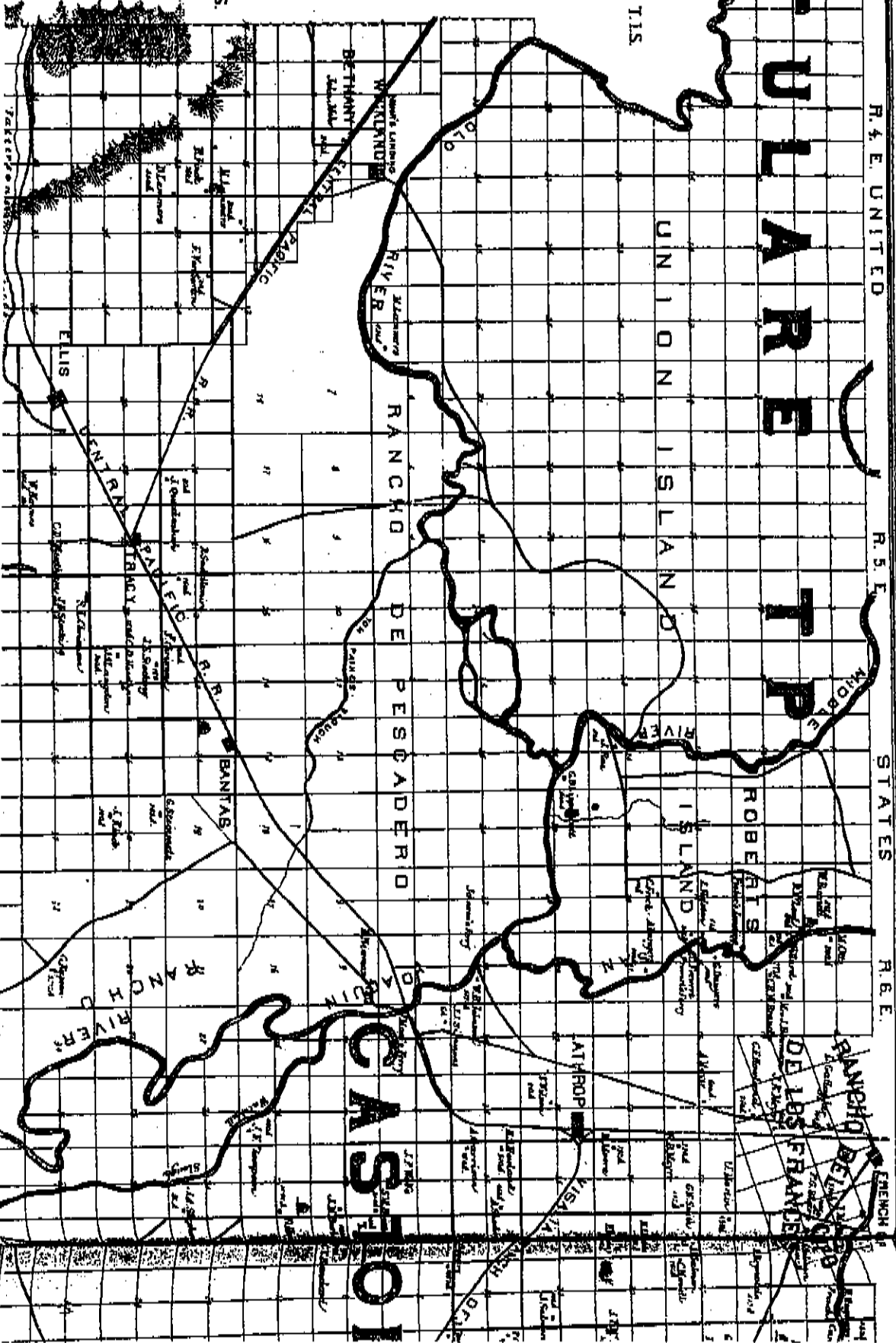
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# RANCHO DE LOS FRANCISCO

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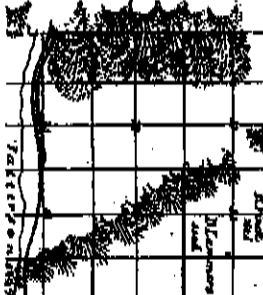
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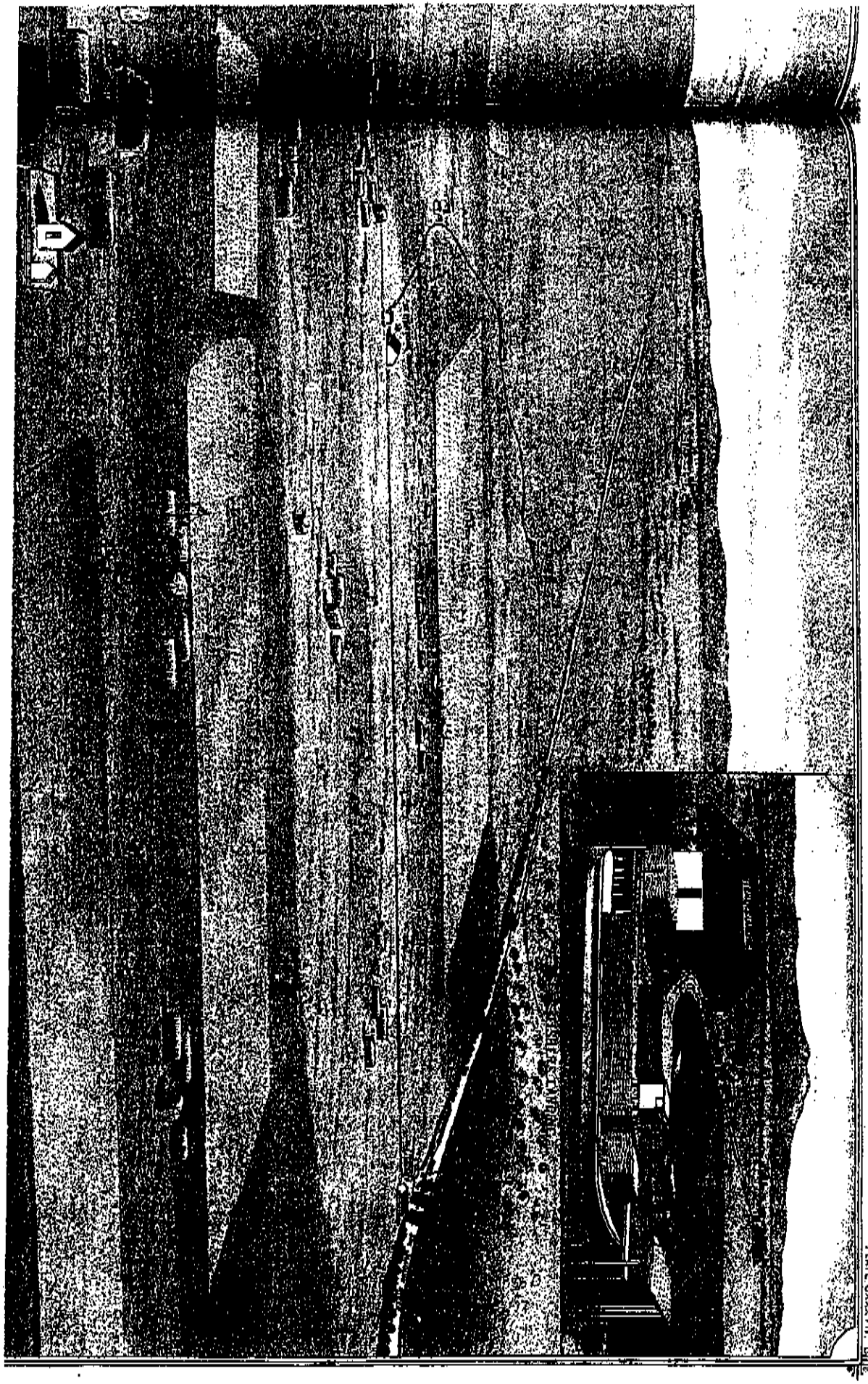


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UPPER DIVISION OF ROBERT ISLAND, EATON

ROBERT ISLAND





SURVEY NO. 3503.

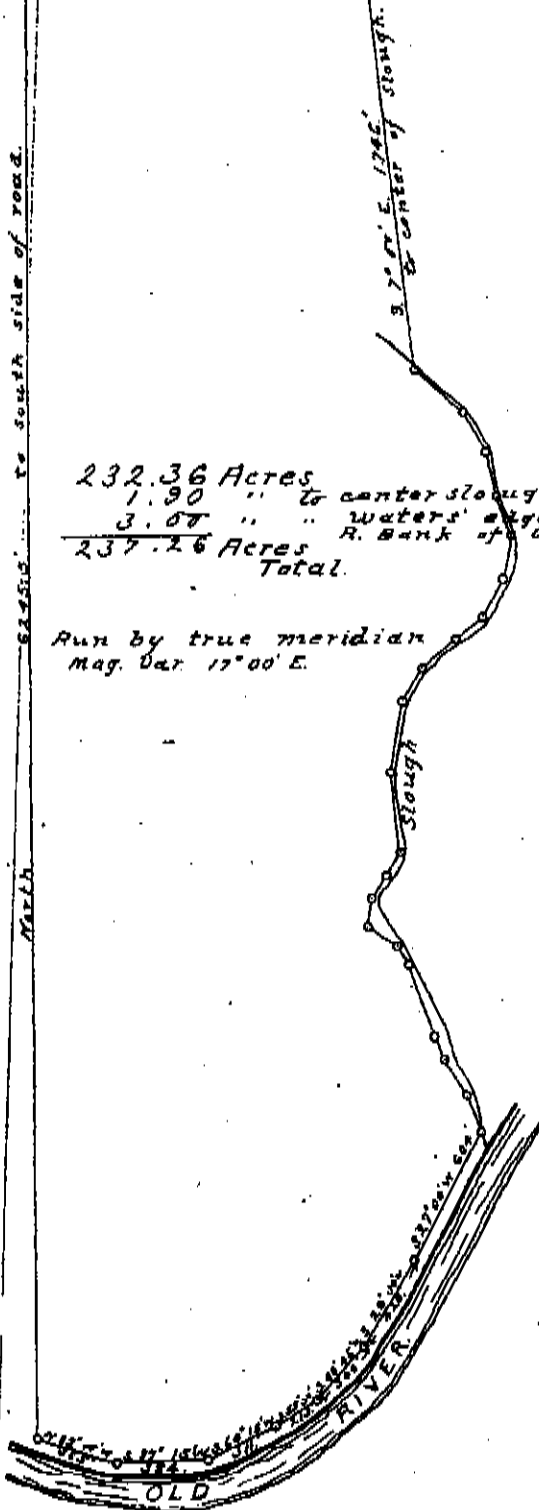
Made for Mr Loughlin Oct. 20, 1903 in the Rancho El Pescadero Grant.

3.

East 1420' Road 8161' West from the N.W. cor. of S. J. Co. Survey No. 3112.

Cor to Survey Station

F. E. Duval  
Geo. Surveyor



232.36 Acres  
 1.90 " " to center slough.  
 3.07 " " " Waters' edge on  
 R. Bank of Old River.  
 237.26 Acres  
 Total.

Run by true meridian  
 Mag. Var. 17° 00' E.

EXHIBIT R

5/19/1882 p. 3 col. 2

## LY EVENING HERALD

WEDNESDAY EVENING, MAY 10, 1882

### PUBLISHERS' NOTICE.

Mrs. Waterbury is the. Duty Agent of the HERALD and is authorized to make Contracts and Collect for Advertisements and Job Printing.

### LOCAL MATTERS.

**KOBAM.**—There is a telegram at Eastern Union Telegraph Office for Oha.

**O. H.**—The Ancient Order of Hibernians will attend the funeral of the James Murphy to-morrow afternoon.

**W. R.**—Five hundred barrels of flour from Lane's Mills were shipped yesterday to-day. Lane's Mills are now working night and day.

**IMPROVEMENT.**—A coat of paint has been applied to improve the appearance of McThree-story building, on the corner of Main and Hunter streets.

**TRULUMNE.**—The announcement is made that the Tuolumne Re-Association has selected Badger's for the next picnic, which will take place on June 17th.

**HERMEL'S CONCERT.**—The complimentary testimonial concert given to honor Habermehl at Turn-Verein last evening, was quite well attended and the entertainment was very pleasant.

**WHEAT CHARTERS.**—Charter rates for vessels to load with wheat direct for San Francisco are down to fifty shillings. The last three days, been chartered at no figures.

**PROCEEDS.**—The net proceeds from the barbecue and picnic that held last week, are said to be about \$200, yielding a dividend of \$200 each to the five organizations that joined in the event.

**YIELD IN STANISLAU.**—The News from the eastern parts of the county in that section the late cool weather season of great benefit. The yield in

## ROBERTS ISLAND VIGILANCE.

An Organized Watch to be Kept on the Levees During the High Water.

A few evenings ago the farmers on Roberts Island held a meeting at Johnson's Hall to perfect measures by which all interested on the Island would cooperate in the protection of the levees during the season of high water. A. R. Elliott was elected Chairman, and A. W. Bell, Secretary. It was reported that there are twenty-three miles of levee to be guarded, exclusive of the cross levees between the upper and lower division, and it was found best to divide it into seven sections and appoint a guard for each, whose duty it shall be to watch and report the state of the river, and to have the levee patrolled when the state of river would seem to require it; and to call out aid, when necessary, to stop leaks in the levee caused by gopher holes. These guards are to report to the Committee of Safety, consisting of Messrs. W. R. Fisher, Samuel Peter and M. M. Briery. The meeting selected guards as follows: District No. 1, Gen. Naglee's frontage from his line on Old river to Danger's line on the San Joaquin, Wm. Hetchins; District No. 2, from Danger's line to Bowman's ferry, A. Dangers; District No. 3 from Bowman's to Lindstrom's ferry, D. McLeod; District No. 4 Lindstrom's to Duck slough dam on Burn's cut-off, W. R. Fisher; District No. 5, from Naglee & McLaughlin's line on Middle river to Cahill's ferry, J. B. Grant; District No. 6, from Cahill's to Willow slough dam, Wm. Pile; from Willow slough to the cross levee, Geo. B. Emerson. The members of the Committee on Safety are to notify farmers in their respective districts, when called on for aid, to furnish assistance and to detail the forces and send them to points where work may be required. The upper division of Roberts Island is divided into three districts, the upper one being under Mr. Briery's supervision, the second under Mr. Peter's and the third under Mr. Fisher's. A written agreement has been drawn up and signed by upwards of forty farmers on the Island, pledging themselves to answer the calls of the committeemen; and an understanding was effected by which the whole force can be concentrated at any point in case of emergency.

The M. M. Convention.

## A RIOT IMMINENT.

The Consternation and Excitement that an Oakland Paper's Pun on the City Collector is Expected to Make.

The Oakland Sentinel of the tenth inst. persistently demands a reply to the following:

Stockton carries the whole Democratic ticket, save one, and that was Brunt-on by the Republicans electing the City Collector. Wonder how the city of wind mills "feel in its new clothes?" The HERALD will please answer this for us.

The HERALD is pleased to say that Stockton has been feeling very peaceably-inclined and contented up to date. The new officials, the new police force and all hands have been congratulating themselves on the smoothness with which everything has been running; but a riot is expected this evening. Peaceable and law-abiding as Stockton people are they will not stand everything, and the Sentinel's diabolical pun is expected to create wild excitement and inflame the passions of the multitude. The Stockton Guard has been ordered under arms to garrison the HERALD office and protect it from the fury of a justly indignant people demanding satisfaction for the infliction of an unpardonable injury on them in the publication of so atrocious a witticism as that perpetrated by the Sentinel. The only shadow of excuse offered for the act is fear that unless the Sentinel's oft-repeated request is complied with, it will inflict a deeper injury by perpetrating a worse pun and flooding the city with a gratuitous circulation of it through the Postoffice, on its own account.

### Real Estate Transactions.

The following real estate transactions were filed with the County Recorder May 10th:

Frank Killion to Patrick Killion—Undivided half interest in the north half of block 79, south of Mormon channel; \$200.

Frank Killion to Patrick Killion—Portion of lot 9, block 28, east of Centre street; \$500.

Samuel Catts to W. L. Freeman—Lot 8, block 66, south of Mormon channel; \$50.

A. T. Ayers to Elizabeth Marks—Undivided half interest in lots 1 and 2, block 28, Lexli; \$110.

Chas. Crocker to Wm. H. Marks—Same as above.

Helen Weber, Charles M. Weber, and Thos. J. Weber to H. Barber—Lot 8, block 95, west of Centre street; \$200.

Helen Weber, Charles M. Julia H. and Thos. J. Weber to Henry Meyers—

## A FRAUD

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EXHIBIT S

502

script therefrom and of the whole of said original records as the same appears on file and of record in Book 4 Probate minutes, at page--- now in my office,

In witness whereof I have hereunto set my hand and affixed the seal of the Superior Court aforesaid, this 31 day of May 1901.

(SEAL) John P. Fisher Clerk,  
By----- Deputy

(10ct. I.R. Stamp Cancelled)

Received for record May 3 1901 at 9 o'clock 15 min. A.M.

Recorded at request of E.W. Wither June 7th 1901, at 4 o'clock 30 min P.M. in Liber 50 of Deeds at page 322

John P. Fisher Recorder El Dorado County

By J. F. Owen Deputy

Recorded at request of E.W. Wither June 15th 1901 at 34 min. past 2 P.M.

750-502

**SMALL GEORGE A. (DECEASED) vs. IN THE SUPERIOR COURT OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.**

**TO** In the Matter of the Estate of George A. Small, deceased  
**SMALL EDNA R. COMPARED** Emma R. Small, the administratrix of the Estate of  
**SMALL HAZEL M.** George A. Small, deceased, having heretofore rendered and  
**SMALL EDNA M.** filed herein a petition for the final distribution of the

estate of said deceased, and which said petition for final distribution of said Estate having filed a final account and report of her administration of said estate,

and said final account of said administratrix having been by this Court approved, allowed and settled in all respects as the same was rendered and presented for settlement.

And said petition for distribution coming on regularly this day to be heard, proof having been first made to the satisfaction of this Court that the Clerk of this Court by virtue of the authority in him vested, had given due and legal notice of the time and place of hearing said petition for distribution, in the manner and for the time required by law.

And it satisfactorily appearing to this Court that all claims and debts against said decedent, all taxes levied or assessed upon the property of said estate, and all debts, expenses and charges of administration have been fully paid and discharged, and that said estate is ready for distribution and in a condition to be closed;

That the whole of the residue of said Estate was and is the community property of said deceased and said petitioner;

That the said deceased died intestate, and that his only heirs at law are said petitioner Emma R. Small, the widow of said deceased, of the age of thirty-nine years, Hazel M. Small, a daughter of said deceased and petitioner, aged sixteen years, and Edna M. Small, a daughter of said deceased and petitioner, aged thirteen years, all residing in the County of San Joaquin, State of California.

AND it further satisfactorily appearing that the residue of said Estate now remaining in the hands of said administratrix should be distributed as follows, to wit: To said petitioner, Emma R. Small, an undivided one-half interest of, in and to the residue of said said estate; to said Hazel M. Small an undivided one-fourth interest of, in and to the said residue of said estate; and to said Edna M. Small, an undivided one-fourth interest of

**EXHIBIT**  
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IT IS THEREFORE, HEREBY ORDERED, ADJUDGED AND DECREED that the residue of said Estate hereinafter particularly described, be and the same is hereby distributed as follows, to wit:

- \$420.85 in cash and an undivided one half interest of, in and to the real personal property hereinafter described to said petitioner, Emma R. Small;
- \$201.45 in cash and an undivided one-fourth interest of, in and to the real and personal property hereinafter described to said Hazel M. Small;
- \$201.45 in cash and an undivided one-fourth interest of, in and to the real and personal property hereinafter described to said Edna M. Small;

AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any other property than that hereinafter described, not now known or discovered, which may belong to the estate of said decedent, or in which the said estate may have any interest, be and the same is hereby distributed, a one-half thereof to said petitioner Emma R. Small, an undivided one-fourth thereof to said Hazel M. Small, and an undivided one-fourth thereof to said Edna M. Small.

The following is a particular description of the said residue of said estate now known and discovered, and of which distribution is now ordered as aforesaid:

PERSONAL PROPERTY

Cash-----\$241.75

Three Cows; two calves; two heifers; three milk cows; four work-horses; three dozen poultry; two buggies; one three spring wagon; one sulky plow; one gang plow; one single plow; two harrows; one grain drill; one disc harrow; one road cart; one sulky rake; one platform scale; one well-boring outfit; one set of blacksmith's tools; six sets of team harness; <sup>one set single harness</sup> household furniture; one land roller; and one old horse.

REAL PROPERTY

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: Being a part of Section 25 of C.M. Weber's Grant "El Rancho del Campo de las Francesas," and commencing for the same on the Eastern line of the road leading from the Seneca Road to the French Camp Road known as the Sharp Road, at a point N. 23 deg. E. 0.63 chm. from the intersection of the Eastern line of said Sharp Road with the Northern line of the French Camp Road, and running thence on the said Eastern line of the Sharp Road N. 23 deg. E. 1.27 chm.; thence on said line of said Road N. 23 1/2 deg. E. 0.66 chm.; thence S. 70 deg. E. 1.01 chm.; thence S. 21 deg. W. 0.27 chm.; thence N. 64 deg. W. 1.09 chm. to the point of beginning, containing .99 of an acre, together with the tenements, hereditaments and appurtenances thereunto belonging.

That certain lot, piece or parcel of land, situate, lying and being in the County of San Joaquin, State of California, described as follows, to wit: Being a portion of Section 24 of C.M. Weber's Grant "El Rancho del Campo de las Francesas," and commencing for the same at the corner of Sections 17, 14, 25 and 26 of said Grant, and running thence N. 73 deg. W. 7.47 chm. to the N. boundary line of the Town of Caterina; thence along said boundary line S. 69 deg. E. 7.45 chm. to the N.E. corner of said town; thence S. 51 deg. W. 10.00 chm. to the intersection of the E. line of said town; thence S. 51 deg. E. along E. side of road 22.00 chm. to fence; thence along said fence N. 7.00 deg. W. 10.00 chm. to the point of beginning, containing 1.00 of an acre, together with the tenements, hereditaments and appurtenances thereunto belonging.

containing 22.00 acres and being the same land acquired by Jacob Bartman from George W. Benson and wife, by deed dated Dec. 8, 1863, and recorded in Book "A", Vol. 60 of Deeds, at page 59, San Joaquin County Records;

Save and except from the above tract of 10 acres conveyed by Jacob Bartman to Abel Libhart by deed signed recorded in Book "A" of Deeds Vol. 70 of Deeds, at page 220, San Joaquin County Records;

Also save and except the right of way conveyed by Jacob Bartman to the Alameda & San Joaquin Railroad Company, by deed recorded in Book "A", Vol. 87 of Deeds, at page 348, San Joaquin County Records;

Also save and except a portion of said lands comprising about 3 acres, conveyed by George A. Small to Rebecca C.H. Miller by deed of date Nov. 20, 1897, and recorded Dec. 10, 1897, in Book "A" of Deeds, Vol. 23, page 580 and 581, San Joaquin County Records,

Together with the tenements, hereditaments and appurtenances thereto belonging.

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: Being a portion of the S.W. 1/4 of Section 26 of C.M. Weber's Grant "El Rancho del Campo de los Franceses," and commencing for the same on the North side of the French Camp Road on line between land of P.C. Sharp and John M. Blankenship, and running thence along E. side of said Road N. 80 1/2 deg. W 35.50 chs.; thence N. 70 deg. E. 26.21 chs.; thence S. 10 3/4 deg. N. 21.50 chs.; on E. side of S.W. 1/4 of Section 26; thence S. 20 3/4 deg. W. 11.50 chs. to the place of beginning, containing 40 acres of land, together with the tenements, hereditaments and appurtenances thereto belonging.

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: Commencing at a stake at S.W. corner of S.W. 1/4 of Section 7, Township 1 N., Range 6 E., of Mount Diablo Meridian; thence running E. 23 chs. and 69 links; thence N. 2 3/4 deg. W. 20 chs. and 49 lks. to a stake; thence W. 22 chs. and 71 lks. to a stake; thence S. 20 chs. and 41 lks. to place of beginning, containing 47.42 acres; all bearings true Meridian, Mag Var. 17 1/4 deg. E.;

Save and except from the lands last described a tract containing 15 acres of land or thereabouts, conveyed by George A. Small to George Arnold and Fred Arnold, by deed of date Jan. 29, 1896, <sup>and recorded Jan. 29, 1896,</sup> in Book "A" of Deeds, Vol. 89, page 233, San Joaquin County Records.

Together with the tenements, hereditaments and appurtenances thereto belonging.

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: Commencing at a stake N.E. corner of N.W. 1/4 of Section 18, in Township 1 N., of Range 6 E., M.D.M. and running thence W. 23 chs. 42 lks. to a stake; thence S. 23 chs. to a stake; thence S. 23 chs. and 42 lks. to a stake; thence N. 2 1/2 deg. W. 23 chs. and 8 lks. to the place of beginning; containing 55.08 acres of land. All bearings true Mer., Mag. Var. 17 1/4 deg. E.

Together with the tenements, hereditaments and appurtenances thereto belonging.

Done in Open Superior Court this 21st day of June, 1901.

Edward I. Jones, Judge of the Superior Court.

Witness my hand and seal, at San Joaquin, California, this 21st day of June, 1901.

presence of said affiant, that she executed the same, and that he, the said affiant, thereupon, and at her request, subscribed his name as a witness thereto.

BE WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the said County of San Joaquin, the day and year in this Certificate first above written.

Gertrude Rowland Notary Public,

(Notary Seal) in and for the County of San Joaquin, State of California.

My Commission expires Jan. 6, 1919.

Recorded at Request of Wells Fargo & Co. Dec 26, 1917 at 10 min. past 3 o'clock P.

M., in Book "A" Vol. 326 of Deeds page 96, San Joaquin County Records.

Fees: \$1.00

John D. Finney Recorder

32610-98

SMALL EMMA R.

GRANT OF RIGHT OF WAY FOR ELECTRIC TRANSMISSION LINE.

to PACIFIC GAS AND ELECTRIC COMPANY

THIS INDENTURE made by and between Emma R. Small, of the County of San Joaquin, State of California, the party of the first part, and Pacific Gas and Electric Company, a corporation duly organized and existing under and by virtue of the laws of the State of California, the party of the second part;

WITNESSETH, That the party of the first part, for and in consideration of the sum of one dollar (\$1.00) in gold coin of the United States of America, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby grant unto the said party of the second part, its successors and assigns, the right of erecting, constructing, reconstructing, replacing, repairing, maintaining, and using for the transmission and distribution of electricity, two (2) lines of towers and wires suspended thereon and supported thereby, and wires for telephone and telegraph purposes, and all necessary and proper cross-arms, braces, connections, fastenings and other appliances and fixtures for use in connection therewith, and also a right of way along the same of a uniform width of eighty (80) feet, lying on each side of the line hereinafter described, together with the right of ingress thereto and egress therefrom, upon, over or across the lands of the party of the first part, situate in the County of San Joaquin, State of California, and more particularly described as follows, viz:

A parcel of land in Section eighteen (18), Township one (1) south, Range six (6) east, Mount Diablo Base and Meridian, commencing at the northeast corner of the northwest quarter of Section eighteen (18), Township one (1) south, Range six (6) east, Mount Diablo Base and Meridian, thence west 23.42 chains; thence south 23.0 chains; thence east 24.42 chains; thence north 1 degree 30 minutes west 23.02 chains to beginning.

The line of the said right of way where the same crosses the said lands has been located and marked upon the ground by stakes driven therein by the Engineers of the party of the second part and approved by the party of the first part, and is more particularly described as follows, viz:

A strip of land of the uniform width of 80 feet lying 65 feet northwesterly and 11 feet southeasterly from and at right angles to that certain line which commences at a point in the line marking the boundary between the land of the party of the first part and the south property line of the County Road from which the corner common to the land of the party of the first part, the land of Amos C. Peck and the County Road bears north 69 degrees 33 minutes east a distance of 308.0 feet; thence south 40 degrees 40 minutes west a distance of 1894.6 feet more or less to the line marking the boundary between the lands of the party of the first part and the lands of Evelyn A. Harelson.

In consideration of the premises, said party of the second part hereby releases and quit claims unto the said party of the first part, in so far as the same affects the above described lands, that certain right of way described in and granted by that certain indenture or grant dated November 18, 1899, and recorded in the Recorder's office of said San Joaquin County in Volume 104 of Deeds, page 259 et seq., excepting, however, and reserving to said party of the

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second part the right to maintain, operate and use its existing electric transmission lines on said right of way until the 14th day of December, 1916, and also reserving the right to remove from said right of way thus released, after it shall have discontinued the use thereof, all wires, poles, crossarms and other apparatus and fixtures now or hereafter to be installed thereon.

The party of the second part will indemnify the party of the first part against any loss or damage that may be caused to the party of the first part by reason of injury to or destruction of any crops, cattle, stock, buildings, or fixtures upon said lands occasioned by any act or omission of the party of the second part, its servants or agents, in erecting and maintaining said lines of towers and wires hereunder.

The party of the first part also grants to the party of the second part the right of patrolling said lines of towers and wires, and of erecting, maintaining and using gates in all fences which cross or hereafter shall cross said right of way.

The party of the second part in the enjoyment of the rights hereby granted shall avoid, so far as it reasonably can, interfering with the use by the party of the first part of such lands for mining, agricultural and other purposes.

The party of the second part, its successors and assigns, shall have full right and liberty of using such right of way for all purposes connected with the construction, maintenance, and use of such lines of towers and wires, and shall also have full right and liberty of cutting and clearing away all trees and brush on either side of said center line whenever necessary or proper for the convenient use and enjoyment of the said lines of towers and wires and right of way; provided, however, that all trees which the party of the second part is hereby authorized to cut and remove shall, if valuable for either timber or wood, continue to be the property of the party of the first part, but all tops, lops, brush and refuse wood or timber shall be burned by the party of the second part.

The party of the first part will not erect or construct or permit to be erected or constructed beneath said lines of towers and wires any building, structure or improvement.

IN WITNESS WHEREOF, The party of the first part has executed these presents this 14th day of December, 1917.

Emma R. Small

Executed in the presence of

T. J. Burke Witness

STATE OF CALIFORNIA )  
                          ) ss  
COUNTY OF SAN JOAQUIN }

On this 14th day of December, 1917, before me, Gertrude Rowland, a Notary Public, in and for the said County, residing herein, duly commissioned and sworn, personally appeared T. J. Burke, known to me to be the same person whose name is subscribed to the within instrument, as a witness thereto, who, being by me duly sworn, deposed and said, that he resides in Auburn, Placer County; that he was present and saw Emma R. Small (personally known to him to be the person described in and who executed the said instrument, as party thereto), sign and execute the same, and that the said Emma R. Small duly acknowledged in the presence of said affiant, that she executed the same, and that he the said affiant, thereupon, and at her request, subscribed his name as a witness thereto.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the said County of San Joaquin, the day and year in this Certificate first above written.

Gertrude Rowland Notary Public

(Notary Seal) In and for the County of San Joaquin, State of California.  
My Commission expires January 6, 1919.

Recorded at Request of Wells Fargo & Co. Dec 16 1917 at 2 min. past 4 o'clock P.M. in Book "A" Vol. 326 of Page page 98 San Joaquin County Records.

Fees : \$1.50

John D. Finney Recorder

\*\*\*\*\*



be the property of Grantor, but all tops, logs, brush and refuse wood and timber shall be burned or removed by Grantor.

IN WITNESS WHEREOF Grantor has executed these presents this 14th day of May, 1930.

Signed in the presence of  
T. J. Burke Witness.

Island Meyer  
Abigail E. Meyer

Correct as to Description  
P.B.  
2-21-30

STATE OF CALIFORNIA )  
CITY AND COUNTY OF SAN FRANCISCO ) ss

On this 14th day of May A. D. one thousand nine hundred and thirty, before us, KATHERINE HALLAHAN, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared T. J. Burke, known to me to be the same person whose name is subscribed to the within instrument as a witness, thereto, who, being by me duly sworn, deposed and said, that he resides in the County of Placer State of California; that he was present and saw ISLAND MEYER and ABIGAIL E. MEYER, (personally known to him to be the persons described in and who executed the said instrument as a parties thereto), sign and execute the same, and that the said Island Meyer and Abigail E. Meyer, duly acknowledged in the presence of said affiant that they executed the same, and that he, the said affiant, thereupon, and at their request subscribed his name as a witness thereto.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at my office in the City and County of San Francisco, State of California, the day and year in this certificate first above written.

(NOTARY SEAL) Katherine Hallahan, Notary Public in and for the City and County of San Francisco, State of California. My commission expires January 28, 1934.

RECORDED at Request of AMERICAN RY EXPRESS CO May 24, 1930 at 42 min past 2 o'clock P.M. IN BOOK OF OFFICIAL RECORDS VOL 827, page 140, San Joaquin County Records.  
Fee \$2.00 John B. Finney, Recorder

~~\*\*\*\*\*~~ 327-142

GRANT OF RIGHT OF WAY FOR ELECTRIC TRANSMISSION LINE 184-27A ORIGINAL

THIS INSTRUMENT, made by and between EMMA R. SMALL, sometimes known as Mrs. Emma Small, a widow, and EMMA MARIAN WILLIAMS, sometimes known as Mrs. Ansel Williams, and ANSEL SMITH WILLIAMS, husband and wife, hereinafter called "Grantor", and PACIFIC GAS AND ELECTRIC COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of California, hereinafter called "Grantee".

WITNESSETH that: for and in consideration of value received by Grantor adequate therefor, receipt whereof is hereby acknowledged, Grantor does hereby grant unto Grantee, its successors and assigns, a right of way in, across and along the strip of land hereinafter described for the erection, construction, reconstruction, replacement, repair, maintenance and use of a single line of towers and suspended upon and supported by such towers all wires which Grantee may from time to time deem to be reasonably required for the transmission and distribution of electric energy and for telephone and telegraph purposes, including the necessary and proper cross-arms, braces, connections, fittings and other appliances and fixtures for use in connection with said towers and wires.

Said strip of land in which said right of way is hereby granted is particularly described as follows, to-wit:

A strip of land of the uniform width of 25 feet, extending entirely across the herein-

EXHIBIT  
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after described premises, 50 feet of which lies on the northwesterly, and 35 feet of which lies on the southeasterly, side of that certain line which begins at the southwest corner of said premises (marked by the intersection of fences now upon the ground) and runs thence north 31° 00' east 2015.7 feet, more or less, to a point in the northerly boundary line of said premises.

Said strip of land is contiguous to, and southeasterly of, that certain right of way, 80 feet in width, granted by Emma R. Small to Pacific Gas and Electric Company by deed dated December 14, 1917, and recorded in Book A, Volume 326 of Deeds, at page 98 records of San Joaquin County, State of California, and is a part of a larger tract of land of Grantor, lying and being situate in said San Joaquin County, which is more generally described as follows, to-wit:

That certain 55.08 acre tract of land, situate in Section 18, Township 1 South, Range 6 East, M.D.B.M., partitioned to Mrs. Emma Small and Mrs. Ansel Williams by that certain Decree in Partition dated September 23, 1920 and recorded in Book A, Volume 485 of Deeds at page 228, records of said San Joaquin County.

Grantor also grants unto Grantee, its successors and assigns, the right of ingress to and egress from said right of way across said adjacent premises, provided that in exercising said right of ingress and egress Grantee shall whenever practicable use existing roads and lanes across said premises, if such there be, and if not then use such route or routes as shall be most convenient to it and at the same time occasion the least practicable damage and inconvenience to Grantor.

All transmission wires to be suspended on said towers shall be maintained at least thirty (30) feet, and all telephone and telegraph wires at least twenty-five (25) feet, above the average natural surface of said strip of land at the lowest part of such respective wires.

Grantee shall indemnify Grantor and the latter's successors in estate against any and all loss and damage which may be caused by the exercise of said right of ingress and egress or by any wrongful or negligent act or omission of Grantee or of its agents or employees in the course of their employment.

In the exercise and enjoyment of the rights hereby granted Grantee shall avoid unreasonable interference with such use by Grantor and the latter's successors in estate of the aforesaid strip of land for mining and agricultural purposes as shall not be inconsistent with Grantee's full enjoyment of the rights hereby granted; provided, however, that Grantor and the latter's successors in estate shall not erect or construct, or permit to be erected or constructed, any building or other structure, or drill or operate any water, or oil, well within said strip of land.

Grantee shall have the right to erect, maintain and use gates in all fences which now cross or shall hereafter cross said strip of land, and to trim and/or cut and clear away any trees and brush whenever in its judgment, the same shall be necessary for the convenient and safe exercise of the rights hereby granted; provided, however, that all trees which Grantee is hereby authorized to cut and remove, if valuable for either timber or wood shall continue to be the property of Grantor, but all tops, logs, brush and refuse wood and timber shall be burned or removed by Grantee.

IN WITNESS WHEREOF Grantor has executed these presents this 19 day of May, 1920.

Signed in the presence of T.J. Parks Witness.

Emma R. Small,  
 Emma Marian Williams  
 Ansel Smith Williams

Correct as to Description  
 T. J. 5/25/20

STATE OF CALIFORNIA  
 CITY AND COUNTY OF SAN FRANCISCO ) ss On this 21st day of May A.D. one thousand nine hundred and  
 thirty, before me, KATHERINE HALLAHAN, a Notary Public in and for the city and County of San

#3  
4/10/64

19720  
INDENTURE

THIS INDENTURE made and entered into in the County of San Joaquin, State of California, this 15th day of April, 1964, by and between JOSEPH P. RATTO and MINNIE M. RATTO, his wife, hereinafter called "Grantors", and EDNA MARIAN WILLIAMS, a widow, hereinafter called "Grantee",

WITNESSES THAT:

191-181  
For a certain consideration, the receipt of which is hereby acknowledged, Grantors do hereby grant and convey to Grantee upon the terms, conditions, provisions and covenants hereinafter set forth, an Easement and Right of Way across, upon and under the hereinafter described property of Grantors (herein called "Grantors Property") for the use and benefit of the hereinafter described real property of Grantee (herein called "Grantee's property"), said Easement and Right of Way being as follows:

An Easement and Right of Way across, upon and under Grantor's property for the use and benefit of Grantee's property, with the right from time to time to construct, install, place, inspect, maintain, replace, repair, use and operate thereon, therein and thereunder a single underground pipeline, standpipes and vents above ground (herein sometimes referred to as "Grantee's facilities") for the purpose of transporting and conveying irrigation water to and drainage water from Grantee's property, said Easement and Right of Way being particularly described as follows:

Following an existing Irrigation Ditch located 333 feet south of the North line of the Northwest Quarter of Section 18, T 1 S R 6 E, M D B & M, and extending from the West line of said Section 18, East 1540 feet more or less to the line between the Ratto and Williams property, and thence following an existing concrete irrigation pipe line, located 10 feet East of the East line of Crocker Road on the West side of

said Section 18, and extending from a point 333 feet south of the Northwest corner of said Section 18, South 987 feet to a point near the intersection of the south line of Willow Glen Road with the Crocker Road.

Grantor's property being the real property upon which the said Easement and Right of Way herein granted is located is that certain real property situated in the County of San Joaquin, State of California, described as follows:

A portion of the Northwest Quarter of Section 18, Township 1 South, Range 6 East, Mount Diablo Base and Meridian, described as follows, to wit: Commencing at a stake at the Northwest corner of Section 18, Township 1 South, Range 6 East, Mount Diablo Base and Meridian; thence running South 39 chains, 74 links to a stake; thence East 48 chains 52 links to a stake; thence North  $2\frac{1}{2}^{\circ}$  West, 16 chains 73 links to a stake; thence West 24 chains 43 links to a stake; thence North 23 chains to a stake; thence West 23 chains 34 links to a place of beginning, all bearings true Variation,  $17\frac{1}{4}^{\circ}$  East as per survey made by Frank E. Brown, Civil Engineer and being what is called the W. E. Harelson Island Ranch.

Grantee's property, being the real property for the use and benefit of which the Easement and Right of Way herein described is granted, is located in the County of San Joaquin, State of California.

That portion of the Northwest Quarter of Section 18, Township 1 South, Range 6 East, Mount Diablo Base and Meridian, described as follows: Beginning at the Northeast corner of the Northwest Quarter of said Section 18; thence West 23 chains, 42 links to a stake; thence South 23 chains to a stake; thence East 24 chains, 43 links to a stake; thence North  $2^{\circ}30'$  West 23 chains, 2 links to the point of beginning. All bearings True Meridian Magnetic Variation  $17\frac{1}{4}^{\circ}$  East, as per survey made by Frank E. Brown, Civil Engineer.

There is presently located within the above described Easement and Right of Way an existing pipeline and ditch owned by Grantors. In addition to the rights herein granted to Grantee, Grantors hereby give and grant to Grantee the right to use said existing pipeline and ditch of Grantors for the purposes hereinabove described. Should, however, Grantee for any reason at any time be prevented from using said existing pipeline and ditch of

Grantors for the purposes hereinabove described, then Grantee may construct, install, use and maintain Grantee's facilities in accordance with the terms of this Indenture, in, on and upon the above described Right of Way and Easement as close as is conveniently practicable to the existing pipeline and ditch of Grantors.

Grantors further grant to Grantee the following:

a) The right of ingress to and egress from said Easement and Right of Way over and across Grantors' property by means of roads and lanes thereon if such there be, otherwise by such routes as occasion the least practicable inconvenience to Grantors.

b) The right from time to time to trim, cut down and clear away any and all trees and brush now, or hereafter, upon said Easement and Right of Way.

Grantee hereby covenants and agrees:

a) That Grantee shall promptly backfill any trench made by her upon said Easement and Right of Way and shall repair any damage she shall do to Grantors' private roads and lanes on Grantors' property.

b) That the pipeline to be installed by Grantee within said Easement and Right of Way shall be installed at such depth below the ground level that will provide not less than a 28 inch cover over said underground pipeline measured from the top of the pipeline.

c) That Grantee shall indemnify and hold harmless Grantors for any and all damages sustained by Grantors by reason of any breakage of Grantee's facilities or by reason of any acts or omissions of Grantee in making repairs or replacements on or to Grantee's facilities.

d) That Grantee shall use all reasonable means to

keep at all times Grantee's facilities in said Easement and Right of Way in good condition and repair.

The rights and obligations of Grantors and Grantees hereunder shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

Joseph P. Ratto  
Joseph P. Ratto

Minnie M. Ratto  
Minnie M. Ratto

GRANTORS

Edna Marian Williams  
Edna Marian Williams

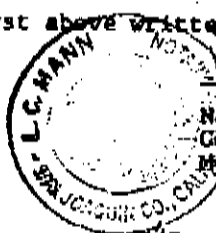
GRANTEE

STATE OF CALIFORNIA }  
COUNTY OF SAN JOAQUIN } ss

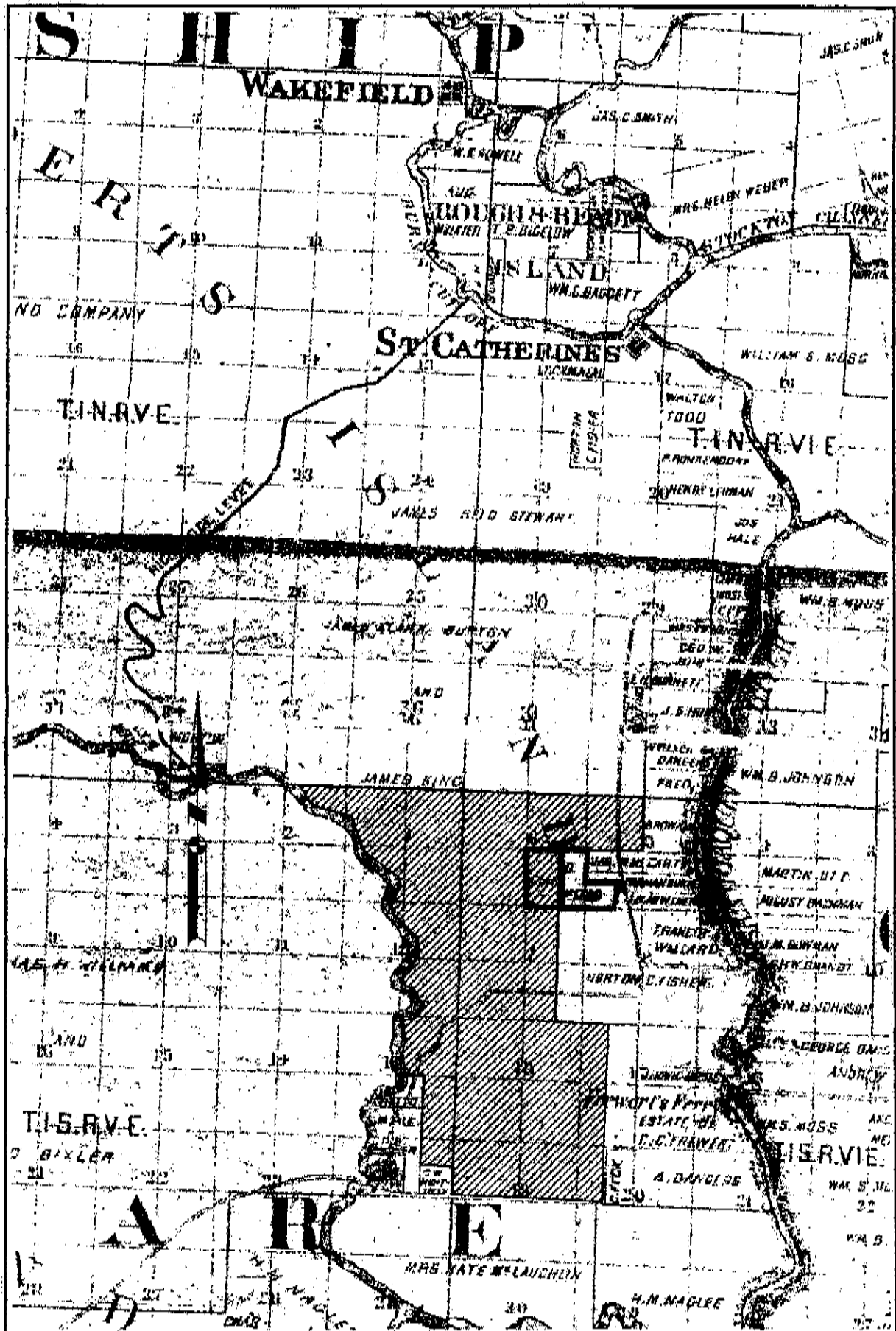
On this 16th day of April, 1964, before me, the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared JOSEPH P. RATIO and MINNIE M. RATIO, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of San Joaquin, the day and year in this certificate first above written.

L. C. Mann  
L. C. MANN  
Notary Public in and for Said  
County and State.  
My Commission Expires 5/16/67



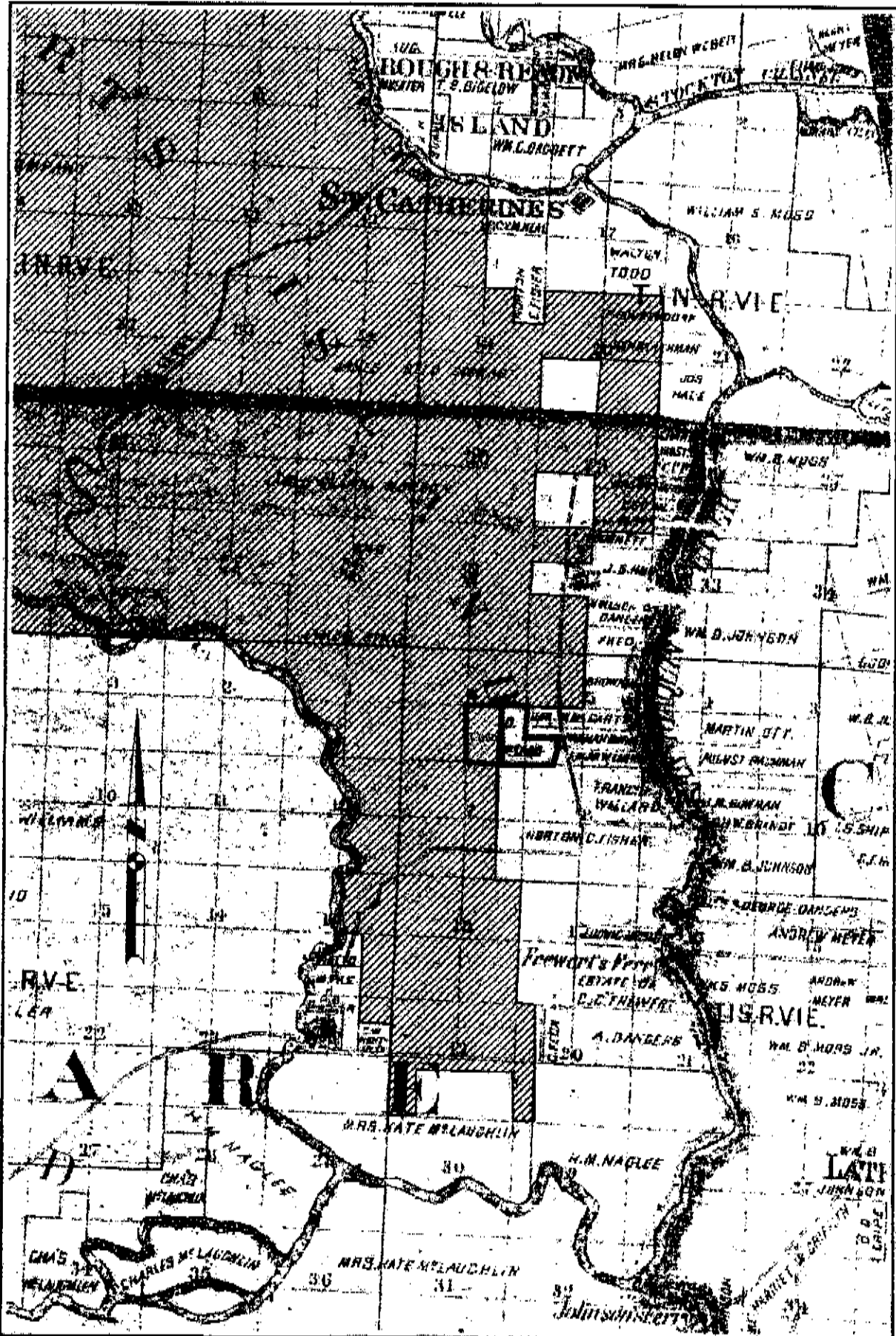
**EXHIBIT X**



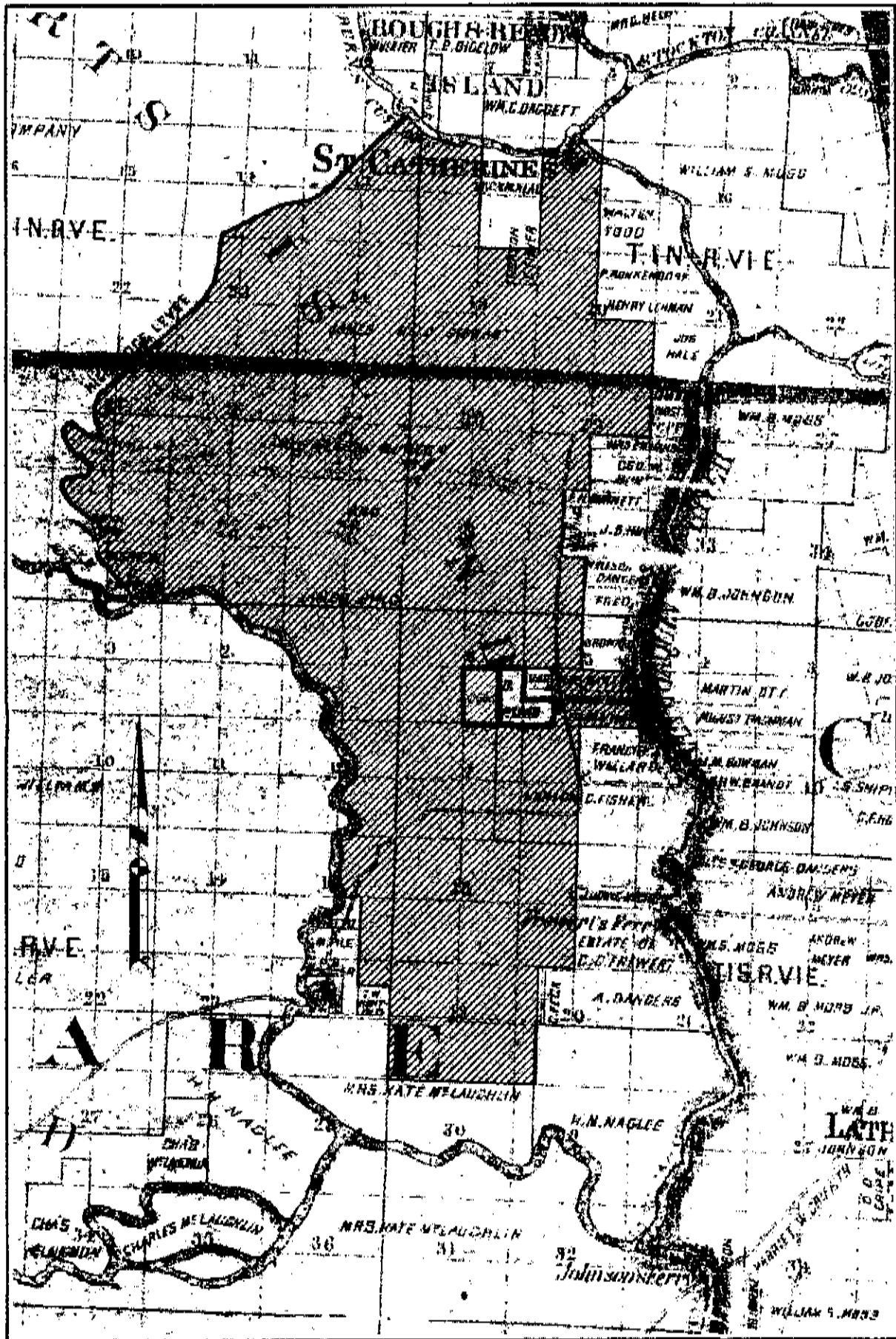
**RONALD CONN CHAIN OF TITLE**  
**GRANTOR: GEORGE D. ROBERTS**  
**GRANTEE: J.P. WHITNEY**  
**APRIL 15TH, 1875**

**K. KJELSDEN**  
**B. SINNOCK**  
**B. NEUDECK**

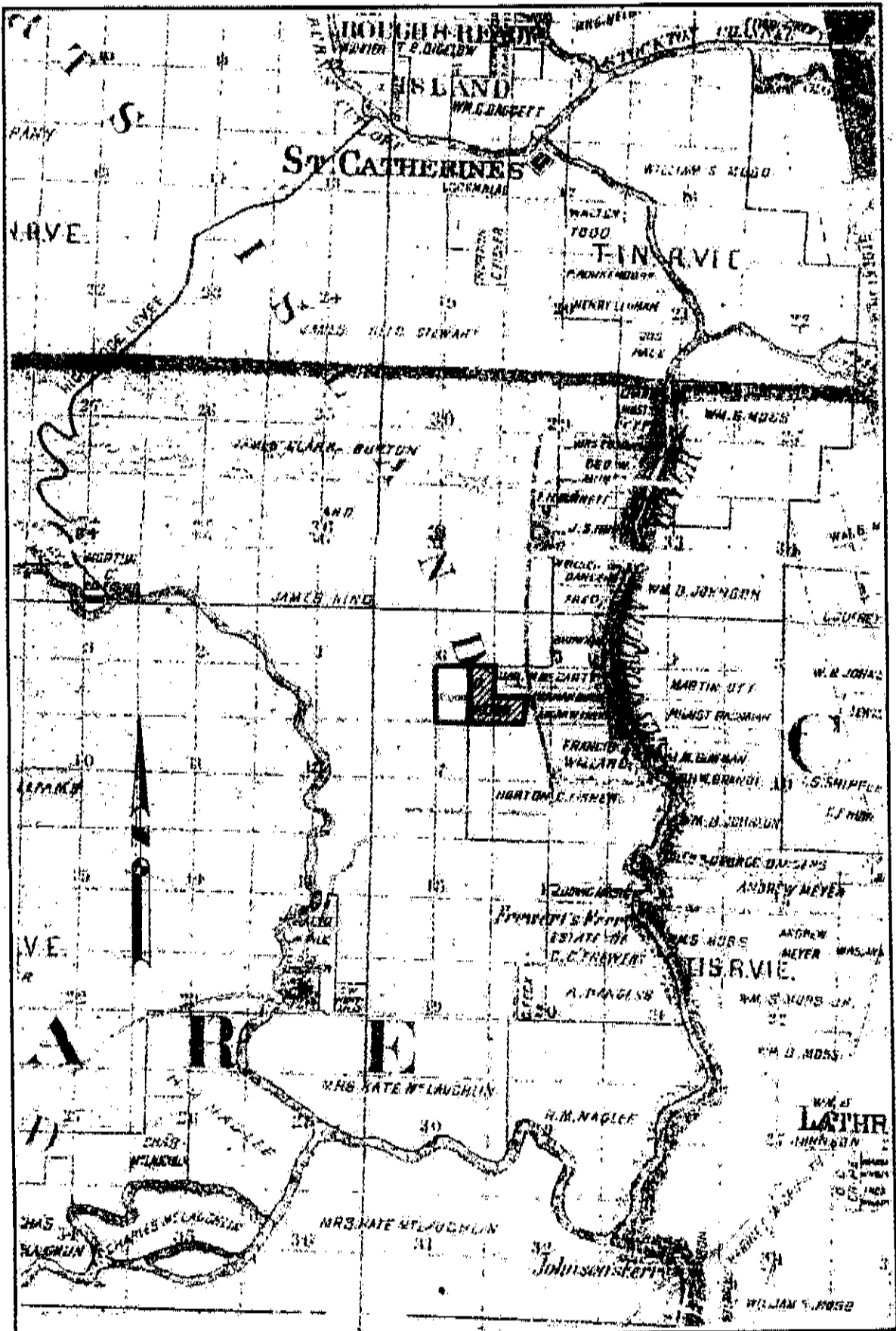




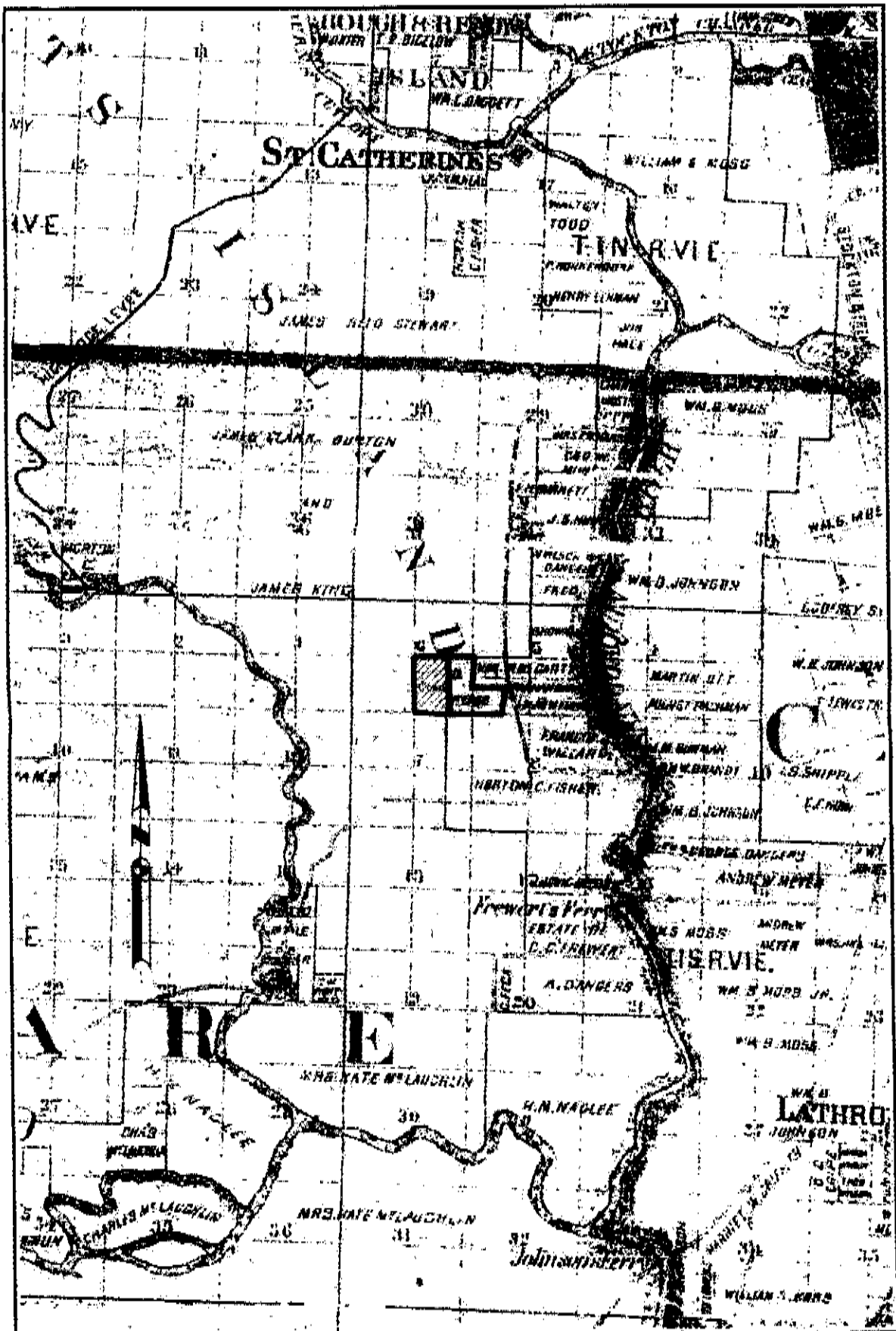
RONALD CONN CHAIN OF TITLE GRANTOR: STATE OF CALIFORNIA GRANTEE: J.P. WHITNEY <b>JANUARY 14TH, 1876</b>		K. KJELSDEN S. SINNOCK R. NEUDECK <small>Contractors and Surveyors</small>	<table border="1"> <tr> <th>Book</th> <th>Page</th> <th>Vol.</th> <th>Sheet</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	Book	Page	Vol.	Sheet												
Book	Page	Vol.	Sheet																



1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100	RONALD COHN CHAIN OF TITLE GRANTING J.P. WHITNEY GRANTING MORTON P. FISHER <b>JANUARY 15TH, 1877</b>	K. KJELSDEN S. SINNOCK N. NEUDECK	No. Description Date W. V.
	101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150		



RONALD COHN CHAIN OF TITLE COUNTY STATE OF CALIFORNIA GRANTEE DONALD COLEB APRIL 28TH, 1887		K KJELSDEN S SINNOCK M HELDECK	<table border="1"> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>																				



	HOWLAND COAST MAP OF THE DISTRICT OF CANTON MADE BY <b>AUGUST 10th, 1868</b>	W. H. CHILDREN W. H. CHILDREN W. H. CHILDREN W. H. CHILDREN	W. H. CHILDREN W. H. CHILDREN W. H. CHILDREN W. H. CHILDREN	W. H. CHILDREN W. H. CHILDREN W. H. CHILDREN W. H. CHILDREN	W. H. CHILDREN W. H. CHILDREN W. H. CHILDREN W. H. CHILDREN	W. H. CHILDREN W. H. CHILDREN W. H. CHILDREN W. H. CHILDREN
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**DECLARATION OF PETER OHM**

I, Peter Ohm, declare the following:

1. I am 83 years old and have been a resident on Roberts Island, San Joaquin County, all of my life.

2. I am generally familiar with the agricultural and irrigation practices of the properties surrounding San Joaquin County Assessor's Parcel No. 191-120-1-3 and 191-120-2-1 in that I own property bordering those parcels and have resided in this area all of my life.

3. It is my understanding that the State Water Resources Control Board has notified the owner of the above-described parcels that the Board may direct said owner to cease diversions under his permit to divert water under certain conditions.

4. To my knowledge, the above-described parcels continuously received water from the San Joaquin River via a flood gate both before and after said parcels were separated from being contiguous with the river. Besides recalling this fact from my personal experience, I can confirm the existence of the pipe which provided such water and that such pipe is made of terra cotta. Given this material, it is likely that the pipeline existed and was used prior to 1900 and certainly was used prior to 1914.

5. I am not qualified to conclude whether or not this creates a riparian right under the law, but it is my understanding and conclusion that the various owners of the property always intended that the parcels could continue to receive water from the river.

6. I believe it is probable that documents exist which would confirm this. Said documents may be contained in the records of Woods Irrigation District (a neighboring entity) which I know go back prior to this century.

7. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and if called as a witness I could competently testify thereto.

PETER OHM

**EXHIBIT Y**

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 to

Donald McLeod of  
 Seal Cove, Wisconsin  
 To  
 Johanna F. Berg

007 07 21

**This Instrument**, made the Twenty-first day of March in the year of our Lord one thousand eight hundred and eighty seventeen  
 between Donald McLeod and Johanna F. Berg  
 the County of Orange and State of California  
 the parties of the first part,  
 and Johanna F. Berg wife of Donald McLeod  
 of the County and State aforesaid  
 the part of of the second part.

**Witnesseth:** That the said parties of the first part, for and in consideration of the sum of Four Thousand eight hundred Dollars, Gold of the United States of America, to them by hand paid by the said part of of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, convey, confirm, and confirm

into the said part of of the second part, and to her heirs and assigns forever, all those certain lots, pieces and parcels of land, situate, lying and being in the County of Orange State of California, and bounded and particularly described as follows to-wit:  
 The half of of the East half quarter of Section No. 16, in the West quarter of the East quarter of Section No. 34 in Township One South Range Six East of Range East and Meridian containing one hundred and twenty two acres and being known as Tract and Contained and Survey No. Three hundred and twenty four 4207.

The said parties of the first part, reserve one half of the crop and growing on the within described land, and the said parties of the second part, hereby agree to harvest and one half of the crop and deliver to the said parties of the first part, in the season in the fall, five gallons of the produce of the said crop, to be delivered in the fall.

Together with all and singular the tenements, hereditaments and appurtenances thereto in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

to have and to hold, all and singular the said premises, together with the appurtenances unto the said part of of the second part, and to her heirs and assigns forever.

In witness whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Witness my hand and the Seal of the County of Orange in the presence of  
R. E. Wickert } Donald McLeod  
Mrs. Johanna F. Berg

**EXHIBIT 2**

State of California  
 County of Orange  
 On this Twenty-first day of March A.D. 1887 hundred and eighty seventeen  
 before me, R. E. Wickert a Notary Public in and for Said County,

personally appeared Donald McLeod  
 known to me to be the person  
 whose name and subscribed to the within instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed;  
 and at the same time and place, personally appeared Johanna F. Berg wife of Donald McLeod  
 to be the person whose name is subscribed to the within instrument and she acknowledged to me that she executed the same for the purposes and consideration therein expressed;  
 and she acknowledged to me that she executed the same for the purposes and consideration therein expressed;  
 and she acknowledged to me that she executed the same for the purposes and consideration therein expressed;

Witness my hand and the Seal of the County of Orange in the presence of  
R. E. Wickert

90051397

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

The parties to this Settlement Agreement and Mutual Release ("Agreement") are DON SILVEIRA and MARY SILVEIRA ("Silveira"), residents of the State of California, and LAVERNE AVILA and MANUEL MENDONCA executors of the Estate of EDWARD AVILA ("Estate"), the probate of which estate is currently pending in the Superior Court of Sacramento County.

WHEREAS, litigation was commenced by SILVEIRA in the Superior Court of California, County of San Joaquin, entitled DON SILVEIRA and MARY SILVEIRA v. EDWARD AVILA (No. 179601) which resulted in judgment for Plaintiff DON SILVEIRA and against EDWARD AVILA on one cause of action, and for Defendant EDWARD AVILA and against Plaintiff DON SILVEIRA on the remainder, and further resulted in judgment for Defendant EDWARD AVILA and against Plaintiff MARY SILVEIRA on all causes of action, and which action was appealed to the Court of Appeal of the State of California in and for the Third Appellate District (3 Civ. 25701).

WHEREAS, in the aforementioned litigation SILVEIRA claimed an interest (excepting mineral rights therefrom) in that roughly rectangular parcel of land owned by the Estate constituting 175 1/4 acres more or less located at the southeast corner of Crocker Road and Tracy Road, and that roughly truncated triangular shaped parcel consisting of 32 3/4 acres plus or minus located at the northwest corner of Tracy and Crocker Roads, totaling 208 acres more or less ("208 acres"). SILVEIRA also claimed a leasehold interest in that certain parcel of land located south of Howard Road and east of the 175 1/4 parcel consisting of 161-163 acres ("161 acres"), approximately 156 of which is actually farmable, the remainder already being used for natural gas mining activity.

WHEREAS, EDWARD AVILA as Plaintiff, commenced unlawful detainer litigation against DON SILVEIRA and MARY SILVEIRA as Defendants in the Superior Court of California, County of San Joaquin (No. 180333), which litigation is currently pending, and stayed.

WHEREAS, EDWARD AVILA, since the commencement of these actions has deceased, and LAVERNE AVILA, and MANUEL MENDONCA have been issued letters testamentary as executors of the Estate of EDWARD AVILA, which estate is currently being probated in the Superior Court of California, County of Sacramento.

WHEREAS, SILVEIRA, since the commencement of these actions has commenced a voluntary proceeding for reorganization pursuant to 11 U.S.C. § 1101 et seq. in the United States Bankruptcy Court for the Eastern District of California, Modesto Division (No. 288-01619), which proceeding is pending and in which DON SILVEIRA and MARY SILVEIRA are the Debtors-in-Possession.

**EXHIBIT "A"**

**EXHIBIT AA**

90051397

WHEREAS, the Court of Appeal of the State of California in and for the Third Appellate District has affirmed the judgment entered in Case No. 179601 entitled DON SILVEIRA and MARY SILVEIRA v. EDWARD AVILA. The parties have returned to the trial court for proceedings to clarify the terms of the judgment.

WHEREAS, the parties to this Agreement now wish to effect a complete resolution and settlement of all claims, disputes and controversies between them and they voluntarily and freely enter into this Agreement for that purpose.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties hereto, intending to be legally bound, do hereby agree to enter this Settlement Agreement and Mutual Release comprising and settling all claims each has or may have against the other subject to the following terms and conditions:

1. This Agreement shall not be binding unless and until it is timely approved by the Court in the SILVEIRA bankruptcy proceeding.
2. The executors shall, upon receipt of this Agreement, signed by SILVEIRA and counsel, and properly notarized, request the Estate's probate counsel to promptly seek probate court approval if it is determined to be required by California law.
3. All necessary court approvals must be obtained prior to close of escrow.
4. Immediately upon execution of this Agreement by SILVEIRA, SILVEIRA shall cause to be opened at a reputable and competent title and escrow company an escrow for the purpose of carrying out this Agreement. Said escrow shall close no later than May 1, 1990. If escrow does not close on or before May 1, 1990, this Agreement shall lapse, be void, and shall have no force or effect.
5. Through escrow, the Estate shall deed to SILVEIRA the 206 acres. Said Deed shall be in the form of a Quitclaim Deed. Said Deed shall specifically provide that it does not include any mineral rights. Said Deed shall specifically provide the following language as to surface water rights: "Together with the appurtenant water rights and entitlements and a nonexclusive right to use all appurtenant irrigation and drainage-related easements."
6. Through escrow, SILVEIRA shall deed to the Estate all right, title or interest in any mineral rights on, under, or above said 206 acres. Said Deed shall be in Quitclaim form.



described to be Four Thousand (\$4000.00) Dollars:

(5) That the property and premises herein referred to, and which are herein claimed as a homestead, are situated in the City of Lodi, County of San Joaquin, State of California, and are described as follows, to wit:-

Being Lot Thirteen (13) in Block Eight (8) of the LODI BARNHART TRACT, according to the Official Map or Plat thereof filed for record November 5, 1906 in Vol. 3 of Maps and Plats, page 48, San Joaquin County Records.

(6) That no former declaration of homestead has been made by me, or if made, it has been abandoned; that the character of said property so sought to be homesteaded is as follows, to-wit: the property consists of a lot located at #245 Flora Street, in the City of Lodi, County of San Joaquin, State of California; that there is a dwelling house situate on said lot, together with a garage, said property being devoted for a home; that I reside in the dwelling house located on the lot.

IN WITNESS WHEREOF, I have hereunto set my hand this 25th day of August, A.D.1941.

Elsie A. Tracy.

STATE OF CALIFORNIA }  
County of San Joaquin } ss.

ELSIE A. TRACY, a widow, being first duly sworn, deposes and says:- That she is the declarant in the foregoing declaration of homestead; that she has read the foregoing declaration and knows the contents thereof, and that the matters therein stated are true to her own knowledge.

Elsie A. Tracy.

Subscribed and sworn to before me this 25th day of August, 1941.

(Notary Seal) L.H. Rinn, Notary Public in and for the County of San Joaquin, State of California.

STATE OF CALIFORNIA }  
County of San Joaquin } ss.

On this 25th day of August, 1941, before me L.H. Rinn, a Notary Public in and for the said County, personally appeared ELSIE A. TRACY, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed same.

Witness my hand and official seal the day and year in this certificate first above written.

(Notary Seal) L.H. Rinn - - -

#14455 Recorded at Request of L.H. Rinn, Aug. 27, 1941 at 35 min. past 9 o'clock A.M., in Book of Official Records, Vol. 753, page 121 San Joaquin County Records.

Fees \$1.10

John D. Finney, Recorder.

ESP

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THIS AGREEMENT, made this 1st day of August, 1941, between IRA SAUNDERS and ALMA E. SAUNDERS, his wife, first parties, and E.W. AVILA and BERNICE M. AVILA, his wife,

W I T N E S S E T H

That first parties are the owners of certain land in San Joaquin County, California, being a portion of Sections One and Twelve, Township One South, Range Five East, M.D B & M., and conveyed to first parties by deed recorded in Book 528 page 46 of Official Records, of San Joaquin County, California,

That second parties are the owners of certain land in Sections 3, 6 and 7, in Township One South, Range Six East, M.D B & M., and desire to convey water thereto over the said land of first parties.

That first parties in consideration of the sum of Ten Dollars, and the performance by second

EXHIBIT B B

parties of the agreements hereinafter contained on their part to be performed, do hereby grant to second parties the right in perpetuity to place and maintain a concrete water pipe in a strip of said land of first parties ten feet in width, the northerly line of which is the base of the cross levee between the Upper and Middle Divisions of Roberts Island, extending from the westerly line to the easterly line of the above described real property of first parties.

That second parties agree to place said pipe so that the top surface thereof shall not be less than two feet below the surface of the ground immediately above said pipe, and agree to place said pipe in said land and supplied with adequate water for the irrigation hereinafter mentioned, not later than April 1st, 1942.

That second parties shall have the right to go over and upon said strip of land for the purpose of maintaining and operating said pipe, but shall pay to first parties any actual damage caused by them to the land adjoining said strip or to any crops on said adjoining land, and that first parties shall have the right to use and cultivate said strip but second parties shall not be liable for any damage caused by them to crops growing thereon when such damage is caused by any act necessary to proper maintenance of said pipe. And if second parties fail to make any repair necessary to prevent damage to the lands of first parties they may make such repair and the cost of such repair shall be paid by second parties. And second parties agree to pay first parties for any damage caused to first parties by any leakage or flow of water from said pipe or overflow from vents, except when all water from said pipe is being used by first parties and except flow caused by failure of first parties to close valves. Each of the parties hereto shall be responsible for the proper opening or closing of shutoff at end of pipe when such party is using water. Second parties agree to shut all gates used by them giving access to easement and property of first parties and to pay all damage caused by failure to shut said gates.

That second parties agree when pipe is laid they will place and level ditch bank and earth removed from excavation for pipe, in a manner satisfactory to first parties.

That first parties, and their heirs, successors and assigns shall have the perpetual right to take sufficient water from said pipe to supply not more than eighty acres of their said land for irrigation of any crops which may be grown thereon, and that to effect such use second parties agree to install, at their own expense, in said pipe, not to exceed fifteen valves each fourteen inches in diameter, and a shutoff on the end of said pipe.

That first parties shall have the right to take said water at any time upon giving second parties two days notice immediately preceding any time they intend to commence to take water from said pipe, but shall not continue said use more than six days at any one time. And if at any time after commencing to take said water first parties discontinue to take the same for a period of twenty-four hours, then they shall not resume taking said water without first giving second parties two days notice of intention so to do.

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That said second parties shall pay all demand charges for electricity, except for any season that water is not used by them, but first parties shall pay for all electricity actually used by them while irrigating their land from said pipe.

That first parties agree to pay fifteen per cent. of the cost of all necessary upkeep of the motor and pump which supplies the water for said pipe, but said parties shall not pay any part of charges for replacement of motor or pump.

That the installing of said pipe and supplying the water therefor will necessitate the discontinuance of the irrigation system now supplying the land of first parties, and second parties agree that said pipe shall never be removed from said strip of land unless replaced, by one of equal capacity and with the same valve equipment as herein specified, and that an adequate pump and motor to pump a sufficient supply of water for irrigating land of first parties shall always be maintained by second parties, except as to 15% of cost of upkeep as hereinabove agreed to be paid by first parties. That first parties shall at all times have access to said pump and motor

and have the use thereof to pump the water to which under this agreement they are entitled.

That this agreement shall be binding on the heirs, executors, administrators and assigns of all the parties hereto.

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

Ira Saunders  
Alma E. Saunders, First Parties.  
E.W. Avila  
Bernice M. Avila, Second Parties.

STATE OF CALIFORNIA }  
County of San Joaquin } ss.

On this 1st day of August in the year of our Lord one thousand nine hundred and forty one, before me, E.J. HENRY, a Notary Public in and for said County and State, residing therein, duly commissioned and qualified, personally appeared IRA SAUNDERS and ALMA E. SAUNDERS, his wife, and E.W. AVILA and BERNICE M. AVILA, his wife, personally 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 at my office in the County of San Joaquin, the day and year in this certificate first above written.

(Notary Seal) M.J. Henry, Notary Public in and for the County of San Joaquin, State of California.

#14260 Recorded at Request of E.W. Avila, Aug. 27, 1941 at - min. past 11 o'clock A.M., in Book of Official Records, Vol. 753, page 122, San Joaquin County Records.

Fees \$2.10

John D. Finney, Recorder. ESP

\*\*\*\*\*

THIS AGREEMENT made this 7th day of August, 1941, between M. PARDINI and GIOVANNA PARDINI, his wife, the parties of the first part, and E.W. AVILA and BERNICE M. AVILA, his wife, as joint tenants, the parties of the second part.

*For Consent to Oil & Gas Lease*  
See Book of Official Records, Vol. 1011 Page 212

WITNESSETH

That the said parties of the first part in consideration of the covenants and agreements on the part of the said parties of the second part, hereinafter contained, agree to sell and convey unto the said parties of the second part, and the said second parties agree to buy all those certain lots, pieces or parcels of land situate in the County of San Joaquin, State of California, and bounded and particularly described as follows, to-wit:-

PARCEL ONE: Lot Nine (9), as shown upon Map entitled, "Subdivision of the WILHOIT-DOUGLAS TRACT", filed October 2, 1911, in the office of the County Recorder of San Joaquin County, California.

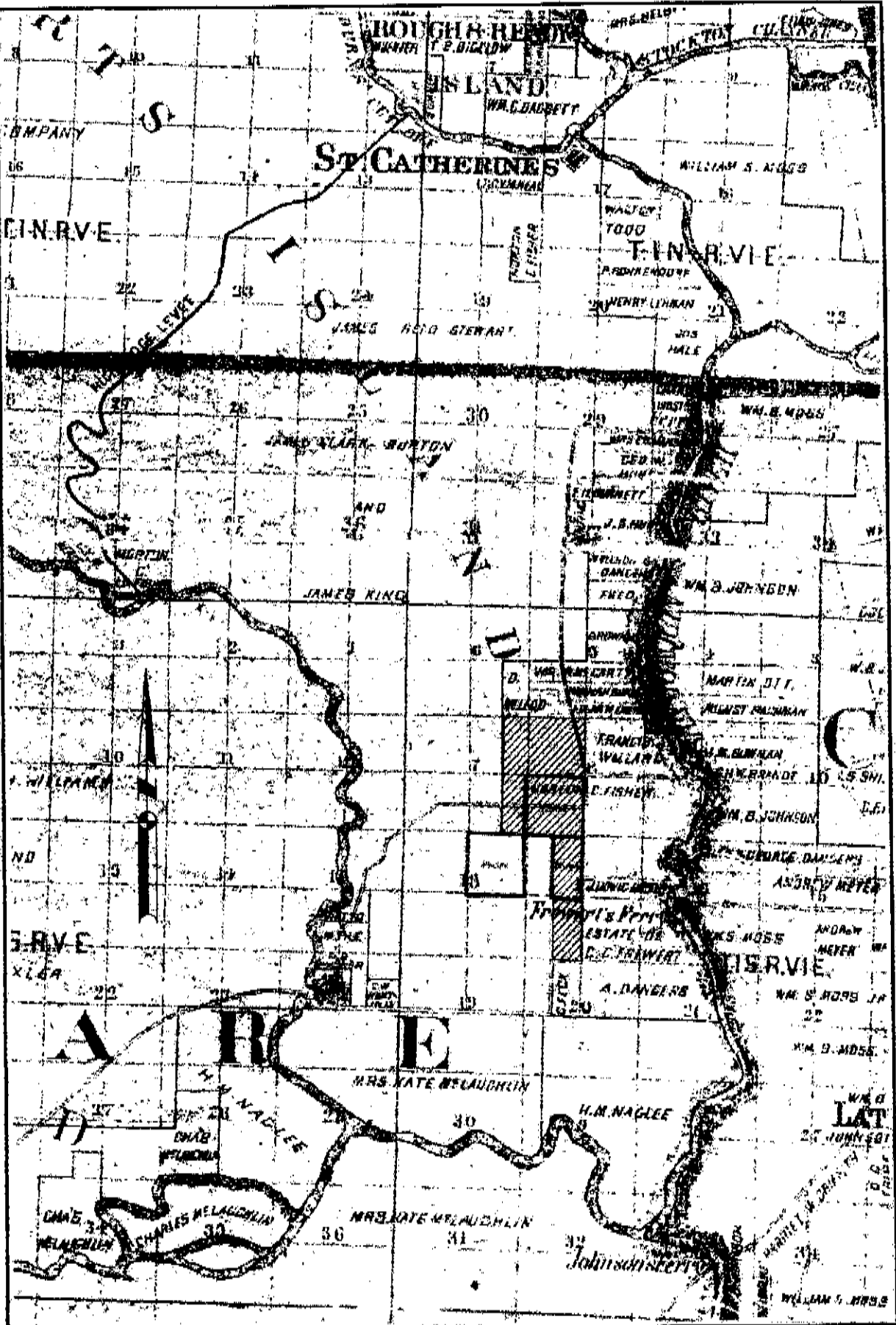
EXCEPTING THEREFROM that certain parcel of land containing 1.50 acres more or less as conveyed to Roberts Union Farm Center, Incorporated, a corporation in deed dated July 1, 1935, and recorded July 11, 1935 in Book of Official Records, Vol. 500 Page 466 San Joaquin County Records.

ALSO EXCEPTING THEREFROM that certain parcel of land containing 0.90 acres, more or less, as conveyed in Deed dated March 23rd, 1936, executed by M. Pardini and Giovanna Pardini, his wife, to Roberts Union Farm Center, Incorporated, a corporation, recorded April 7, 1936, in Book of Official Records, Vol. 533 Page 190, San Joaquin County Records.

PARCEL TWO: Lot Twenty-two (22), as shown upon Map entitled, "SUBDIVISION OF THE WILHOIT-DOUGLASS TRACT", filed for record October 2, 1911, in Vol. 5 of Maps and Plats, page 40, San Joaquin County Records, and containing 175.22 acres.

PARCEL THREE: The East One-Half (E½) of the Southeast Quarter (SE¼) of Section Six (6) and

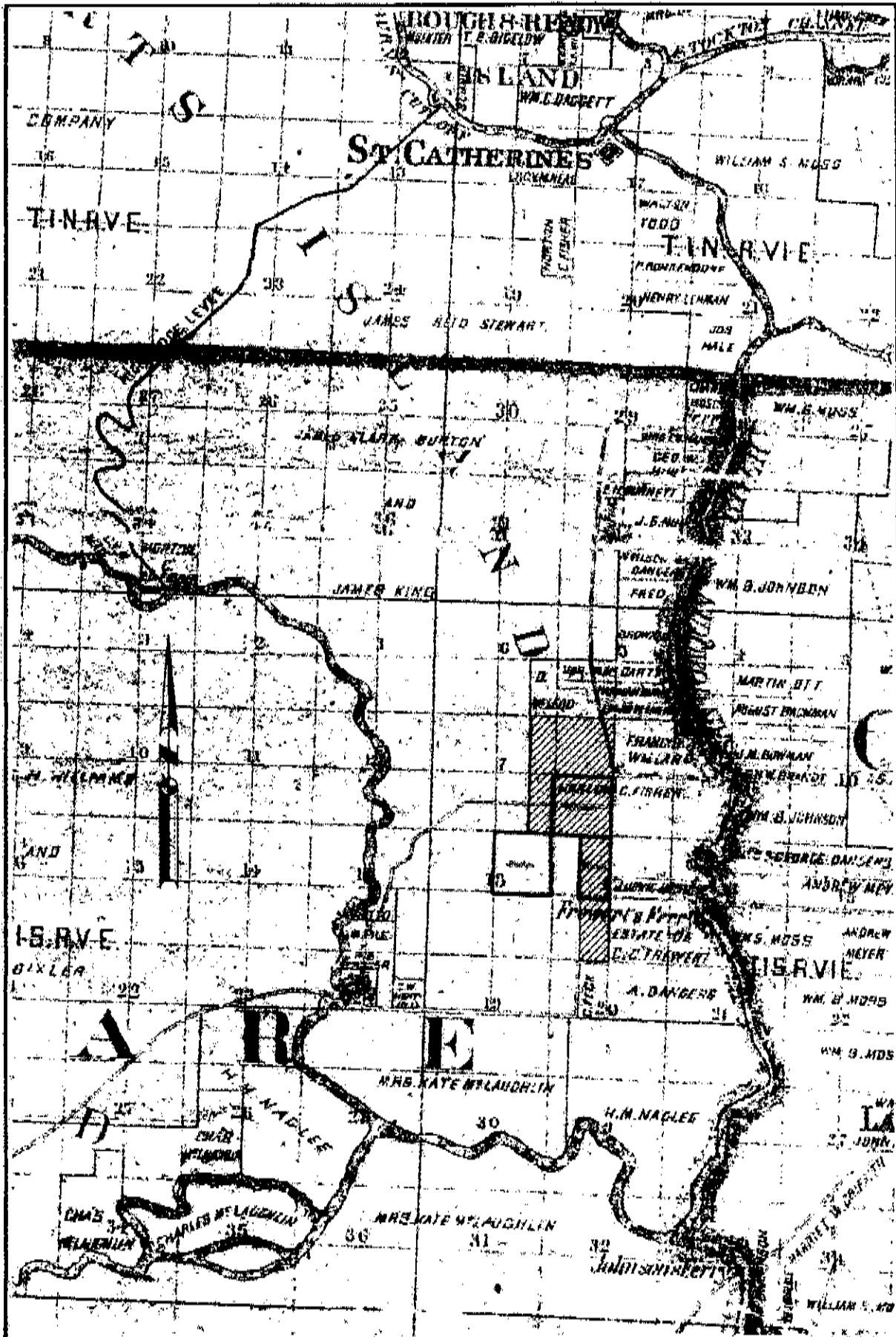
**EXHIBIT CC**



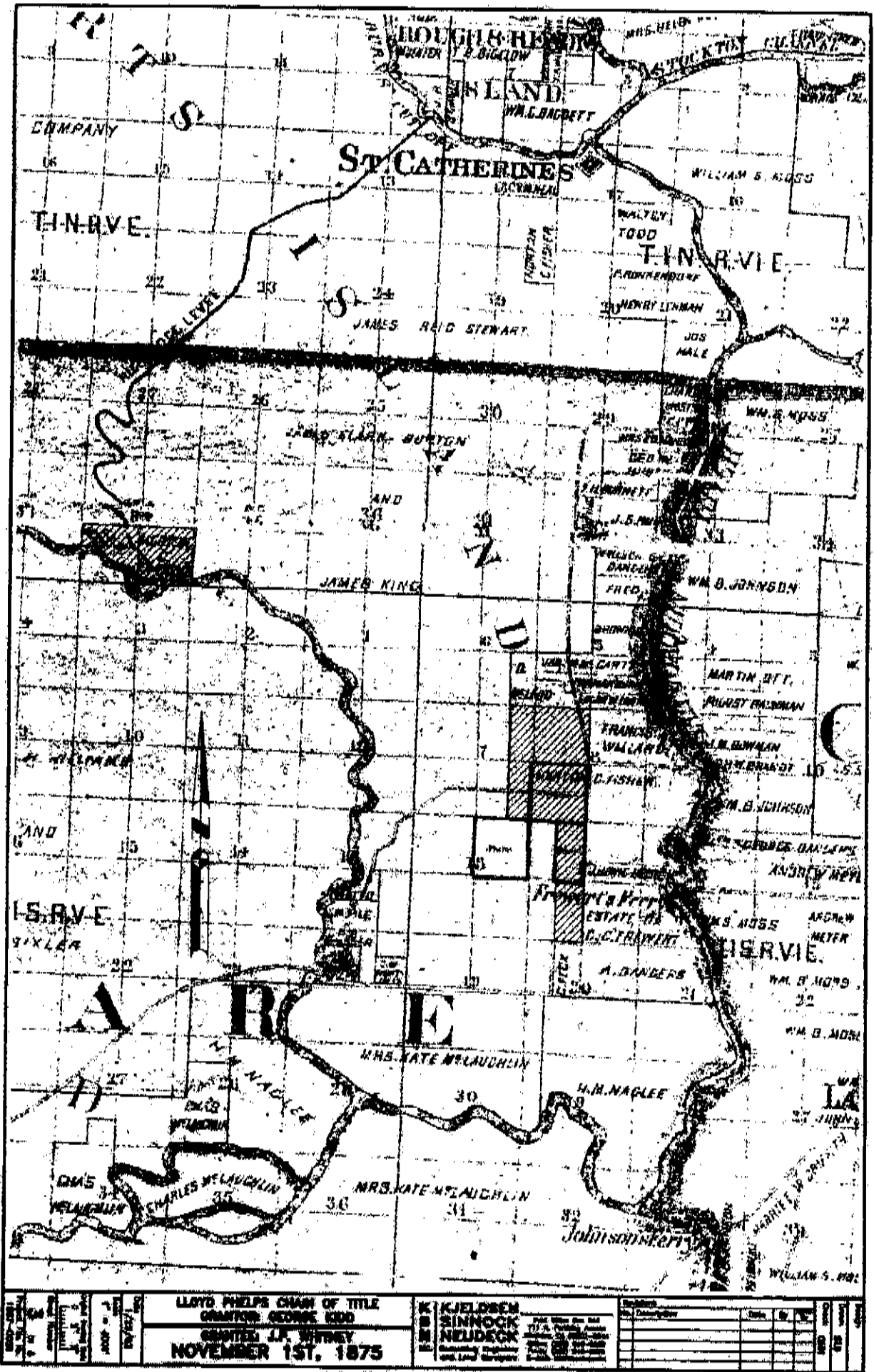
LLOYD PHELPS GRANT OF TITLE  
 GRANTOR: GEORGE FERRY  
 GRANTEE: GEORGE KIDD  
 MAY 5TH, 1873

K. KJELSEN  
 S. SINNOCK  
 M. NEUBECK

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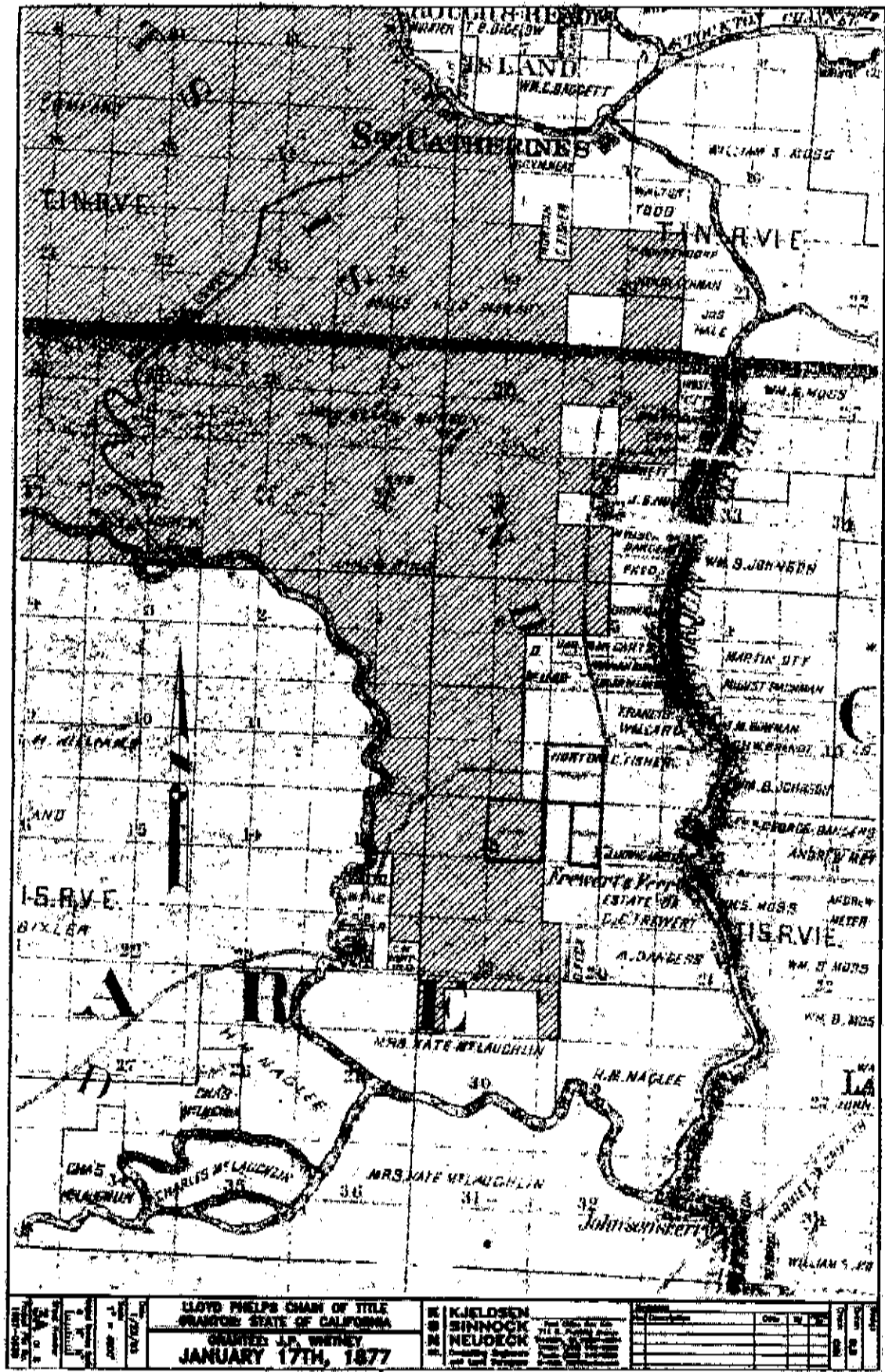
LLOYD PHILPS CHAIN OF TITLE GRANTED STATE OF CALIFORNIA GRANTED GEORGE KIDD AUGUST 24TH, 1874		K KJELSDEN S SINNOCK N NEUDECK	Section Description Date of Title
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LLOYD HELPS CHAIN OF TITLE  
 GRANTOR GEORGE KIDD  
 GRANTEE J.P. SHREVE  
 NOVEMBER 1ST, 1875

K. KJELDSEN  
 B. SINNOCK  
 H. NEUDECK

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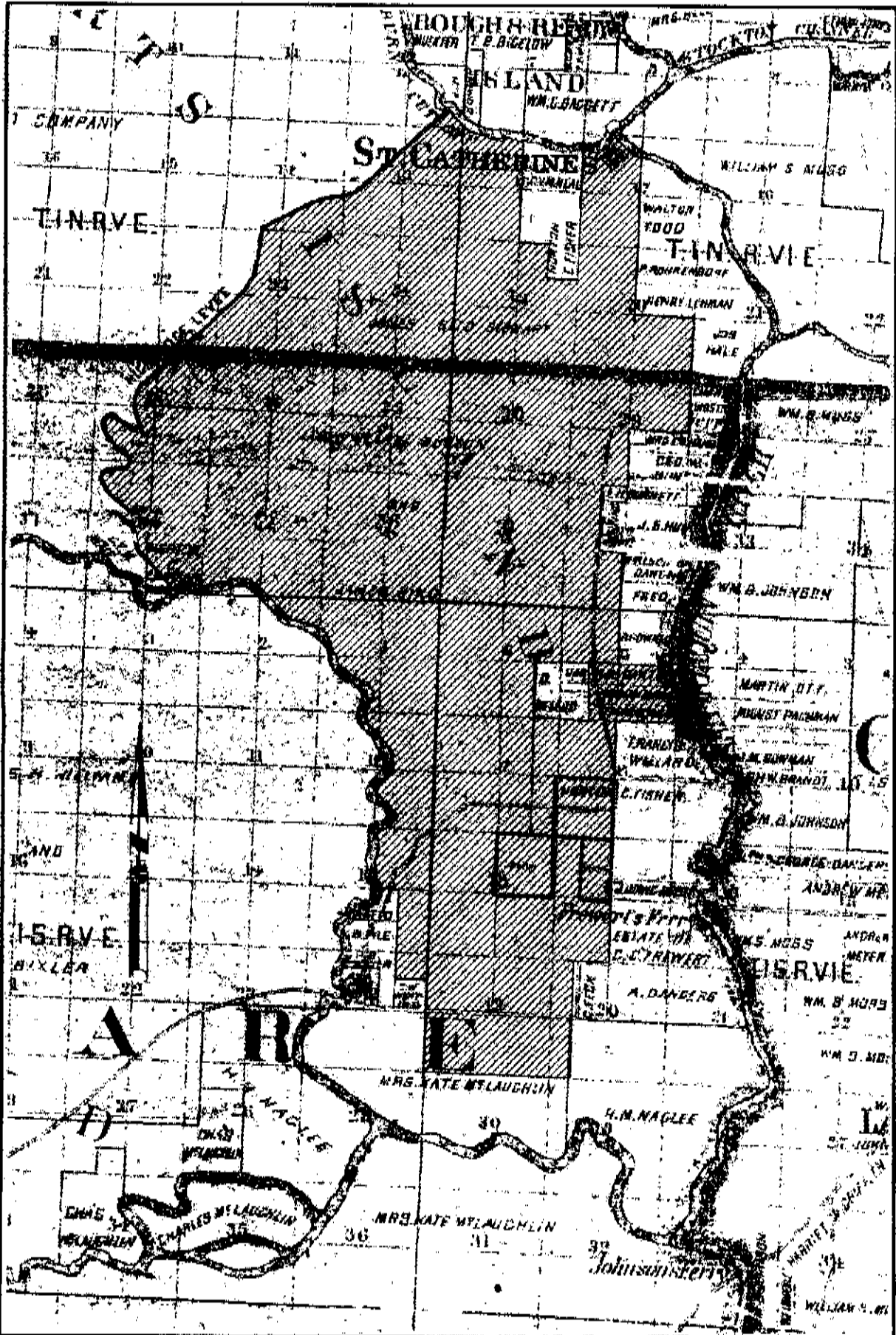


LLOYD HELPS CHAIN OF TITLE  
 GRANTED STATE OF CALIFORNIA  
 GRANTED J.P. WHITNEY  
 JANUARY 17TH, 1877

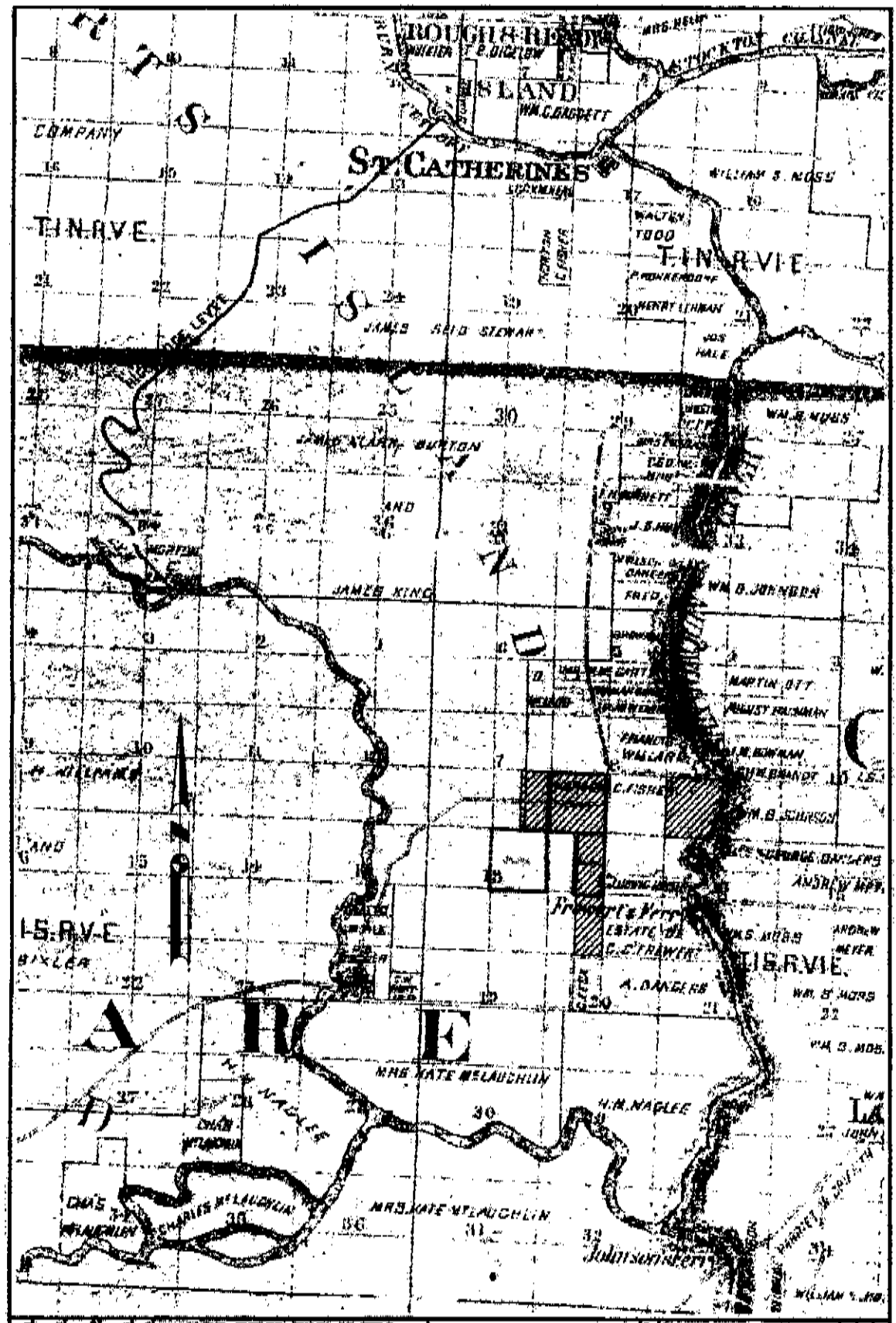
KJELSOEN  
 SINNOCK  
 NEUDECK

Parcel No.	Owner	Acres	Value
30	H.R. NAGLEE		
31	MRS. KATE McLAUGHLIN		
32	W.M. MOSS		
33	W.M. MOSS		
34	W.M. MOSS		
35	W.M. MOSS		
36	MRS. KATE McLAUGHLIN		
37	MRS. KATE McLAUGHLIN		
38	MRS. KATE McLAUGHLIN		
39	MRS. KATE McLAUGHLIN		
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42	MRS. KATE McLAUGHLIN		
43	MRS. KATE McLAUGHLIN		
44	MRS. KATE McLAUGHLIN		
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<p>LLOYD PHELPS CHAIN OF TITLE GRANTED J. P. WHITNEY GRANTED MORTON FISHER JANUARY 17TH, 1877</p>		<p>K. KJELDSEN S. SINNOCK W. NEUDECK</p>		<table border="1"> <tr> <th>No.</th> <th>Description</th> <th>Acres</th> <th>By Whom</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>		No.	Description	Acres	By Whom																
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LLOYD PHELPS CHAIN OF TITLE CAPTION BOSTON FORMER GRANTED STOCKTON BUILDING & LOAN OCTOBER 10, 1865		K. KJELDSEN RINNOCK NEUDECK	W. H. H. S. S. S. L. L. L. L. L. L. L. M. M. M. M. M. M. M. P. P. P. P. P. P. P. Q. Q. Q. Q. Q. Q. Q.
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**KJELDSSEN, SINNOCK & NEUDECK, INC.**  
CONSULTING ENGINEERS & LAND SURVEYORS

**RESUME**

**CHRISTOPHER H. NEUDECK, R.C.E. 43473**  
**PRINCIPAL ENGINEER**

Mr. Neudeck has nineteen years experience in the field of civil engineering. His emphasis has been in the area of planning, design, and construction of a wide variety of water resource and public works related projects. As a principal in the firm of KJELDSSEN, SINNOCK & NEUDECK, INC., Mr. Neudeck is responsible for planning, designing, estimating, contracting, and managing projects undertaken by the firm. Mr. Neudeck's background provides him the expertise and capability of handling all phases of project development, from the initial planning stages through the operation of the completed project.

Mr. Neudeck currently serves as the engineer and local agency representative for a numerous Reclamation Districts in the Sacramento - San Joaquin Delta. In addition Mr. Neudeck has served as the Principal Engineer/Project Engineer for KSN on many flood control projects including, most recently the project to restore 100 year flood protection for the City of Stockton and San Joaquin County. Mr. Neudeck's experience includes the management of large scale mapping projects used to form the background for planning, right of way, and the design of projects. Mr. Neudeck has also been recently recognized by the State of California for the synergistic combination of habitat restoration with conventional flood control techniques.

Mr. Neudeck has served as the Project Engineer or Local Agency Representative on numerous public works projects including the following:

- Bishop Tract Flood Control Improvements for Urban Development
- Discovery Bay Subdivision Development
- San Joaquin County Channel Hydraulic Studies
- Franklin Ave. Storm Water Pump Station, City of Stockton
- Discovery Bay Slope Failure Investigation and Remedial Repair Project
- Atlas Tract Flood Control Improvements
- San Joaquin County Channel Maintenance Project
- Rehabilitation and restoration of several flooded islands within the Sacramento/San Joaquin Delta.
- Discovery Bay Water Quality Plan for Bays and Lagoons
- Habitat Mitigation/Enhancement Plan for Channel Island Berm Restoration
- Preparation of plans to remove several large tracts of land from the 100-year flood zone in San Joaquin and Contra Costa Counties.
- Flood Control Improvements for the San Joaquin Flood Control Agency
- Mapping and delineation of riparian boundaries for the West Lathrop/Gold Rush City
- Development of water habitat in conjunction with the design and construction of flood control improvements for the State of California Department of Water Resources.
- Mapping, Right of Way, and design of improvement for over 52 miles of levee for San Joaquin Area Flood Control Agency
- Mapping and Right of Way of the Tuolumne River Restoration Project
- Mapping more than 400 square miles of San Joaquin County for South San Joaquin Irrigation District
- Mapping for USACOE IDIQ Design Engineering for Water Resources Project Sacramento District
- South San Joaquin Irrigation District Interconnect Feasibility Study
- City of Stockton Phase 14 Horizontal Control GPS Survey
- Testified in Federal and State Court on Water Resource related matters.

Mr. Neudeck holds a Bachelor of Science degree in Civil Engineering from the University of Santa Clara. He is a Registered Civil Engineer in the State of California, RCE 43473.