

***Flowage Easement Deeds  
for lands within the Sutter Bypass on  
Sutter National Wildlife Refuge***

***February 2009***

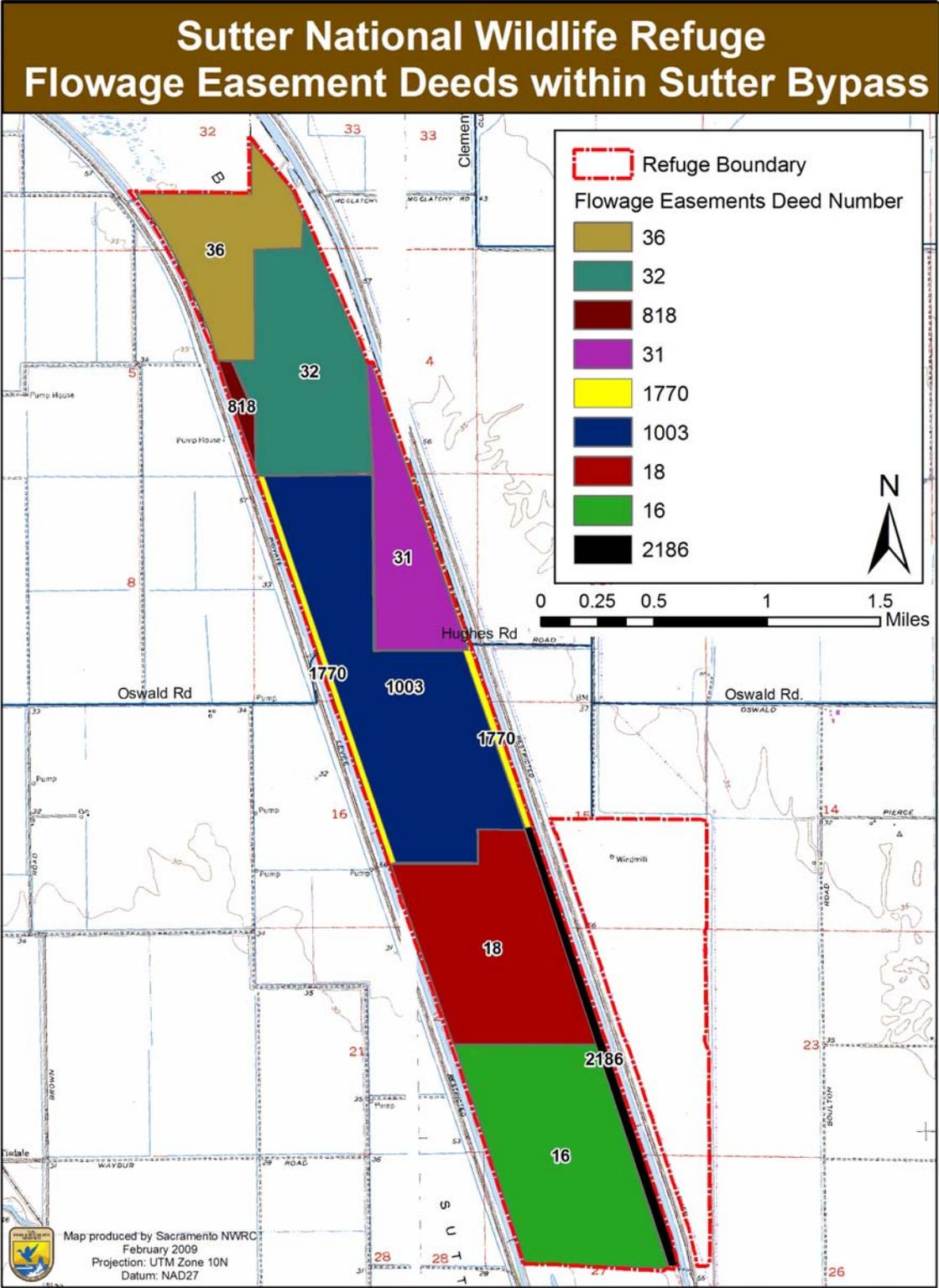
## Introduction

This document contains information regarding the flowage easements for lands within the Sutter Bypass portion of the Sutter National Wildlife Refuge (Refuge). The easements were granted or reserved by the Sacramento and San Joaquin Drainage District (SSJDD) also known as the Central Valley Flood Protection Board. Figure 1 shows the location of the easement deeds (Deed Number: 36, 32, 31, 1770, 1003, 18, 16, and 2186) and Table 1 summarizes these deeds. Section 2 contains a brief summary of the rights granted to the SSJDD. Section 3 contains copies of the flowage easement deeds.

**Table 1. Summary of Central Valley Flood Protection Board Easements**

<b>Reclamation Board Deed Number</b>	<b>Recording Date</b>	<b>Book/Pg</b>	<b>Rights Acquired</b>
36	08-09-19	63 Deeds 390	flowage & clearing
32	05-28-19	63 Deeds 268	flowage & clearing
818	09-04-42	181/480	flowage & borrow
31	11-20-18	61 Deeds 463	flowage & clearing
1770	09-22-45	217/309	flowage & clearing
1003	11-02-44	209/435	flowage & clearing
18	05-03-18	61 Deeds 137	flowage & clearing
16	05-03-18	61 Deeds 130	flowage & clearing
2186	06-13-56	452/595	flowage & clearing

**Figure 1. Location of Central Valley Protection Board Flowage Easements within the Sutter Bypass on Sutter Refuge**



## **Section 2 - Summary of the rights granted to or reserved by the Central Valley Flood Protection Board**

### **Deed 16, Deed 18, Deed 31, Deed 32, Deed 36**

"... a perpetual right and easement for the flowage of water over and upon the land hereinafter described, the same being situated within the boundaries of the Sutter Bypass as fixed by resolution of said Reclamation Board passed January 6<sup>th</sup>, 1914, for all of the purposes of such by-pass and in accordance with the general plan of flood control approved by said act. The said second party may clear any or all of said land and keep the same clear of any or all timber, brush, undergrowth, weeds, tules or other obstructions of any and every kind, whether natural or artificial, which will or may interfere with the free flow of water through said by-pass, and may level off or grade said land from time to time in such manner and at such places as may in the judgment of said Reclamation Board be necessary or proper to permit or promote the free flow of water through said by-pass, and may use said land for the free flow of water over and upon the same in or through said by-pass, and by itself or its employees, agents or contractors, or other persons acting under authority of said Reclamation Board, may enter upon said land with all such men, teams, dredgers, machines, tools, appliances and apparatus as may be found necessary or convenient for any of the purposes aforesaid."

**Deed 818** (SSJDD is grantor in this deed) mineral, borrow rights, and ingress and egress rights were also reserved in this deed.

"Reserving to Grantor, its successors and assigns, the perpetual right and easement, without recourse to compensation for damage therefrom, past, present or future, for the inundation, flooding, free and unrestricted flowage and passage of the flood waters of the Sutter By-Pass on, over and upon the above described real property."

**Deed 1003** (SSJDD is grantor in this deed) borrow rights and mineral rights were also reserved in this deed.

"Reserving, however, to grantor, the Sacramento and San Joaquin Drainage District, and its successors and assigns, the following:

A perpetual right and easement, without recourse to compensation for damage therefrom, for the passage of all waters of the Sacramento River Flood Control Project, over and upon and across all of said above described property. And said right and easement shall include the right in said grantor, the Sacramento and San Joaquin Drainage District, its successors and assigns, to clear any and all of said land, and to keep the same clear of any and all timber, brush, undergrowth, weeds, tules, or other obstructions, natural or artificial, to the free flow of water of any and all descriptions, and said right and easement shall also include the right in said district, its successors and assigns, to enter by itself or by its employees, agents or contractors, or other persons or agencies acting under its authority, upon said land at any and all times with all such men, teams, machines, tools, appliances and appurtenances as may be found necessary or convenient for any of the purposes aforesaid.

Grantee, his heirs and assigns, to have and to hold the land herein described, granted and conveyed on conditions that if ditches or embankments are constructed on said land which will obstruct the free flow of water over said land or if said land or any part thereof is used or operated in such a manner as to cause or permit growth of timber, brush or tules thereon which will obstruct the free flow of water over said land, then grantor its successors or assigns, or the State of California may enter on said land and do any and all things necessary to destroy or remove said obstructions to said free flow of water over said land, and shall have the power to sell said land or so much thereof as shall be necessary to pay for said expenditures including all costs of sale; and in the event said land cannot be sold or cannot be sold for a price which will pay all said expenditures, grantor, or its successors or assigns, or the State of California shall have the power to enter and terminate the fee simple or other estate, right or interest thereby conveyed and upon exercising said power the fee simple title or other estate, right or interest hereby conveyed shall vest in grantor, its successors or assigns, or the State of California."

**Deed 1770** (USA vs 141,30 acres of land, SSJDD), **Deed 2186** (USA vs 156.42 acres of land, SSJDD) road access and minerals also reserved to SSJDD. (Fee acquired by federal government by eminent domain. Flowage and clearing rights reserved to SSJDD.)

"Subject only to the following described rights and easements:

(d) The right and easement for the benefit of the Sacramento and San Joaquin Drainage District for passage of all waters of the Sacramento River Flood Control Project over, upon, and across the property described herein, together with the rights to clear any and all of said land, and to keep the same clear of any and all timber, brush, undergrowth, weeds, tules, or other obstructions, natural or artificial, to the free flow of water of any and all descriptions, and to enter through its employees, agents or contractors, or other persons of agencies acting under its authority, upon said land at any and all times with all such men, teams, machines, tools, appliances and appurtenances as may be found necessary or convenient for any of the purposes aforesaid, and for the further purpose of taking from said lands material for the construction and maintenance of a levee and appurtenant works."

**Section 3. Central Valley Flood Protection Board's flowage  
easement deeds for lands within the Sutter Bypass on Sutter  
Refuge**

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THIS INDENTURE, Made and entered into this 30th day of June 1919, between SOPHIA DAVIS, a widow, of the County of Alameda, (formerly of the County of Sutter) State of California, the party of the first part, and SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT, (a body politic and corporate created by that certain act of the Legislature of the State of California known as the "Reclamation Board Act"), acting by and through the Reclamation Board, the party of the second part.

W I T N E S S E T H:

That the party of the first part, for and in consideration of the sum of Ten Dollars, (\$10.00) to her paid by the party of the second part, the receipt of which is hereby acknowledged, has, subject to the conditions hereinafter set out, sold and conveyed, and by these presents does, subject to the conditions hereinafter set out, hereby sell and convey unto the party of the second part and to its successors and assigns forever, a perpetual right and easement for the flowage of water over and upon the land hereinafter described, the same being situated within the boundaries of the Sutter By-pass as fixed by resolution of said Reclamation Board passed January 6th, 1914, for all of the purposes of such by-pass and in accordance with the general plan of flood control approved by said Act. The said party of the second part, its successors or assigns, may clear any or all of said land and keep the same clear of any or all timber, brush, undergrowth, weeds, tules or other obstructions of any and every kind, whether natural or artificial, which will or may interfere with the free flow of water through said by-pass, and may level off or grade said land from time to time in such manner and at such places as may in the judgment of said Reclamation Board be necessary or proper to permit or promote the free flow of water through said by-pass, and may use said land for the free flow of water over and upon the same in or through said by-pass, and by

itself or its employees, agents or contractors, or other persons acting under authority of said Reclamation Board, may enter upon said land with all such men, teams, dredgers, machines, tools, appliances and apparatus as may be found necessary or convenient for any of the purposes aforesaid. The said land is situated in the County of Sutter, State of California, and is described as follows:

All of the west half of the west half of Section 33, Township 15 North Range 2 East, M. D. B. & M., lying southerly and westerly of a line described as follows: Beginning at a point on the East line of the southwest quarter of the southwest quarter of said Section 33, which point is North  $0^{\circ} 51\frac{1}{2}'$  E. 1350.28 feet from an iron pipe set in the ground on the north line of Section 4, Township 14 North, Range 2 East M. D. B. & M., which pipe is south  $89^{\circ} 13'$  east 1341.40 feet from the northwest corner of said section 4 and running thence from said point of beginning in a northwesterly direction along a  $0^{\circ} 22.34'$  curve to the left, tangent at its point of beginning to a line bearing N.  $27^{\circ} 25.93'$  west and whose central angle is  $9^{\circ} 16.92'$ , a distance of 2492.94 feet to a point on the west line of said Section 33, which point is North  $0^{\circ} 39 \frac{1}{3}'$  East 2119.89 feet from an iron pipe set in the ground at the northwest corner of the southwest quarter of the southwest quarter of said Section 33.

Also all that portion of the northeast quarter of Section 5, Township 14 North, Range 2 East, M. D. B. & M., and all that portion of the south half of the south half of Section 32, Township 15 North, Range 2 East, M. D. B. & M., lying northerly and easterly of the following described line:- Beginning at a point on the line running east and west through the center of the said Section 5, which point is N.  $89^{\circ} 34'$  west 751.44 feet from an iron pipe set in the ground at the southeast corner of the northeast quarter of said Section 5, and running thence N.  $18^{\circ} 03'$  W. 570.12 feet; thence S.  $71^{\circ} 57'$  west 25 feet; thence northwesterly on a  $0^{\circ} 28.86'$  curve to the left, tangent at its point of beginning to a line bearing North  $18^{\circ} 03'$  West and whose central angle is  $18^{\circ} 37.45'$ , a distance of 3871.97 feet to a point on the north line of the south half of the south half of the said Section 32, from which point an iron pipe set in the ground at the southeast corner of the northwest quarter of the southeast quarter of said Section 32 bears south  $89^{\circ} 23'$  east, 1439.30 feet.

The above described tracts of land containing 221.92 acres more or less and being all those portions of the west half of the west half of Section 33, Township 15 north, Range 2 East, M. D. B. & M.; the south half of the south half of Section 32, Township 15 North, Range 2 East, and the north east quarter of Section 5, Township 14 North, Range 2 East, M. D. B. & M., lying southerly and westerly of a line parallel to and 235 feet distant at right angles westerly from the East Line of the Sutter By-pass and lying northerly and easterly of a line parallel to and 310 feet distant at right angles easterly from the west line of the Sutter By-pass, from Station 227 + 01.98 to Station 232 + 72.1 and 285 feet distant at right angles easterly from the West line of the Sutter By-pass from Station 232 + 72.1 to Station 272 + 69.7 as said East and West lines are located and staked on the ground and adopted by the Reclamation Board on January 6, 1914.

The easement and right of way herein described are to be used for the purposes of the said Sutter By-pass, in accordance with said plan of flood control.

It is understood and agreed that there shall be and is hereby reserved to the party of the first part, and to her heirs and assigns, the right to use said land hereinabove described at any and all times and in any manner which will not in any way obstruct or interfere with the said right and easement for the purposes of said by-pass or with any of the said rights or privileges; and to that end the party of the first part, her heirs and assigns, shall forever have the right to the possession of said land and the right to farm, cultivate and enjoy the same, and the rents, issues and profits thereof, the rights of the party of the second part being confined to the right and easement hereinbefore described; provided, however, that nothing shall be done or constructed upon said land which will obstruct or interfere in any way with the free flow of water in or through said by-pass or with any of the rights or privileges hereby sold and conveyed to the party of the second part.

The party of the first part hereby reserves the right at all times to have and maintain one or more lines of post and wire fences across said land, with posts about one rod apart, the wires of which such fences running across the direction of the current of the by-pass to be strung along the southerly or down stream side of the posts.

It is further understood and agreed that the right and easement hereby granted shall not be deemed to entitle the party of the second part or its successors or assigns to construct, excavate or maintain upon any part of said land hereinbefore described any canal or ditch, nor to use said land or any part thereof for any purpose other than the

rights and easement hereinabove expressly conveyed.

IN WITNESS WHEREOF the party of the first part has hereunto set her hand and seal at the date hereinabove first written.

Sophia Davis (SEAL)

STATE OF CALIFORNIA )  
County of Alameda ) ss.

On this 30th day of June 1919, before me, Ina M. Baird, a Notary Public in and for the County of Alameda, State of California, personally appeared Sophia Davis, a widow, known to me to be the person described in and whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same,

WITNESS my hand and Official Seal at the date in this certificate first above written.

(SEAL)

Ina M. Baird  
Notary Public in and for the  
County of  
State of California.

D E D

SOPHIA DAVIS

to

SACRAMENTO AND SAN JOAQUIN  
DRAINAGE DISTRICT

June 30, 1919.

FILED

FEB 14, 1955

50¢ USIR  
Stamp  
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and  
cancelled

THIS INDENTURE, made and entered into this 21st day of May, 1919, between S. G. Harris and Annie Harris, his wife, of Sutter County, California, the parties of the first part, and Sacramento and San Joaquin Drainage District, (a body politic and corporate created by that certain act of the Legislature of the State of California known as the "Reclamation Board Act"), acting by and through the Reclamation Board, the party of the second part,

W I T N E S S E T H:-

That the parties of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) to them paid by the party of the second part, the receipt of which is hereby acknowledged, have, subject to the conditions hereinafter set out, sold and conveyed, and by these presents do \_\_\_\_\_, subject to the conditions hereinafter set out, hereby sell and convey unto the party of the second part and to its successors and assigns forever, a perpetual right and easement for the flowage of water over and upon the land hereinafter described, the same being situated within the boundaries of the Sutter By-pass as fixed by resolution of said Reclamation Board passed January 6th, 1914, for all of the purposes of such by-pass and in accordance with the general plan of flood control approved by said act. The said party of the second part, its successors or assigns, may clear any or all of said land and keep the same clear of any or all timber, brush, undergrowth, <sup>weeds,</sup> tules or other obstructions of any and every kind, whether natural or artificial, which will or may interfere with the free flow of water through said by-pass, and may level off or grade said land from time to time in such manner and at such places as may in the judgment of said Reclamation Board be necessary or proper to permit or promote the free flow of water through said by-pass, and may

use said land for the free flow of water over and upon the same in or through said by-pass, and by itself or its employees, agents or contractors, or other persons acting under authority of said Reclamation Board, may enter upon said land with all such men, teams, dredgers, machines, tools, appliances and apparatus as may be found necessary or convenient for any of the purposes aforesaid. The said land is situated in the County of Sutter, State of California, and is described as follows:-

All of the southwest quarter of Section 4, Township 14 North, Range 2 East, M.D.B. & M., and all of those portions of the north half of said Section 4; and the East three-quarters of the South half of the South half of Section 33, Township 15 North, Range 2 East, M.D.B. & M., lying westerly of a line described as follows:-

Beginning at a point on the south line of the northeast quarter of said Section 4, which point is 218.90 feet easterly along said line from the center of said Section 4, and running thence North 18°03' West 1739.79 feet; thence on a 0° 22.37' curve to the left, central angle 9° 12.50' a distance of 2469.62 feet to a point on the east line of the southwest quarter of the southwest quarter of Section 33, Township 15 North, Range 2 East, M.D.B. & M., which point is North 0° 51½' East 1297.35 feet from an iron pipe set in the ground on the north line of said Section 4, which iron pipe is distant 1341.40 feet easterly along said north line from the northwest corner of said Section 4.

Excepting a triangular piece of land in the southwest corner of said Section 4 described as follows:- Beginning at the southwest corner of said Section 4 and running thence N 0° 27' 52" East 397.49 feet; thence South 18° 03' East 420.24 feet, thence North 89° 06' 23" West 133.45 feet to the point of beginning.

The above described tract containing, after making said exception 315.06 acres, more or less, and being all those portions of the East three-quarters of the south half of the south half of said Section 33, Township 15 North, Range 2 East, M.D.B. & M., and the north half and the southwest quarter of Section 4, Township 14 North, Range 2 East, M.D.B. & M., lying westerly of a line parallel to and 260 feet distant at right angles westerly from the East Line of the Sutter By-pass, and lying easterly of a line parallel to and 310 feet distant at right angles easterly from the West Line of the Sutter By-pass as said lines are located and staked on the ground and as adopted by the Reclamation Board on January 6, 1914.

The easement and right of way herein described are to be used for the purposes of the said Sutter By-pass, in accordance with said plan of flood control.

It is understood and agreed that there shall be and is hereby reserved to the parties of the first part, and to their heirs and assigns, the right to use said land hereinabove described at any and all times and in any manner which will not in any way obstruct or interfere with the said right and easement for the purposes of said by-pass or with any of the said rights or privileges; and to that end the parties of the first part, their heirs and assigns, shall forever have the right to the possession of said land and the right to farm, cultivate and enjoy the same, and the rents, issues and profits thereof, the rights of the party of the second part being confined to the right and easement hereinbefore described; provided, however, that nothing shall be done or constructed upon said land which will obstruct or interfere in any way with the free flow of water in or through said by-pass or with any of the rights or privileges hereby sold and conveyed to the party of the second part.

The parties of the first part hereby reserve        the right at all times to have and maintain one or more lines of post and wire fences across said land, with posts about one rod apart, the wires of any such fences running across the direction of the current of the by-pass to be strung along the southerly or down stream side of the posts.

It is further understood and agreed that the right and easement hereby granted shall not be deemed to entitle the party of the second part or its successors or assigns to construct, excavate or maintain upon any part of said land hereinbefore described any canal or ditch, nor to use said land or any part thereof for any purpose other than the rights and easement hereinabove expressly conveyed.

IN WITNESS WHEREOF the parties of the first part  
have hereunto set their hands and seals at the date here-  
inabove first written.

S. G. Harris (SEAL)

Annie Harris (SEAL)

State of California,) ss.  
County of Sacramento)

On this 21st day of May, 1919, before me, Charles P. Mc  
Laughlin, a Notary Public in and for the County of Sacramento,  
State of California, personally appear S. G. Harris and Annie  
Harris, his wife, known to me to be the persons described in  
and whose names are subscribed to the foregoing instrument,  
and acknowledged to me that they executed the same.

Witness my hand and official seal at the date in this  
certificate first above written.

Charles P. McLaughlin  
Notary Public in and for the County  
of Sacramento, State of California.

(SEAL)

COPY  
DEED

S. G. HARRIS

to

SACRAMENTO & SAN JOAQUIN  
DRAINAGE DISTRICT

DATED: May 21, 1919.

FILED

FEB 14, 1955

Deed # 818

RECORDED 9-11-42  
VOL. 181 PAGE 480

See back page

WITNESS THIS INSTRUMENT executed this 29th day of May, 1942, by and between SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT, a public agency, Grantor, and S. G. HARRIS and ANNIE E. HARRIS, his wife, Grantees:

For and in consideration of the conveyance by Grantees to Grantor of 9.80 acres, more or less, of land situate, lying and being in the S $\frac{1}{2}$  of the S $\frac{1}{2}$  of Section 33, T. 15 N., R. 2 E., M.D.B. & M., and in the N $\frac{1}{2}$  of Section 4, T. 14 N., R. 2 E., M.D.B. & M., in the County of Sutter, State of California, and 29.18 acres, more or less, of land situate, lying and being in the S $\frac{1}{2}$  of the S $\frac{1}{2}$  of Section 33, T. 15 N., R. 2 E., M.D.B. & M., and in the N $\frac{1}{2}$  of Sec. 4, T. 14 N., R. 2 E., M.D.B. & M., and in the County of Sutter, State of California, and the release and discharge by Grantees of Grantor of certain duties, liabilities and obligations under and by virtue of that certain provision, covenant and condition contained in Paragraph "Third" of that certain instrument in writing dated the 21st day of May, 1919, and made and entered into between S. G. Harris and Annie Harris, his wife, Grantees herein, and Sacramento and San Joaquin Drainage District, Grantor herein, and recorded on the 28th day of May, 1919, in Book 63 of Deeds, page 266, Sutter County Records, Grantor herein does hereby:

1. Grant, bargain and sell to Grantees all those certain lots, pieces or parcels of land situate, lying and being in the County of Sutter, State of California, and particularly described as follows, to-wit:

A triangular shape area, situate, lying and being in easterly portion of Section 5 of T. 14 N., R. 2 E., M.D.B. & M., adjacent to easterly right of way line of west levee of Sutter By-Pass and more particularly described as follows:

Beginning at the point on a line between Sections 4 and 5 of T. 14 N., R. 2 E., said point distant N. 0°27'52"E.

SE-14N-2E  
13.3 Ac.

SE-14N-2E  
3.98 Ac.

19.26 Ac.

76-3896

# 818

400 feet, more or less, also being an intersection of the easterly right of way line of levee with said section line; thence from said point of beginning along said section line N. 0°27'52" E., 2240.07 feet; thence N. 89°34' W. 750.01 feet to intersection with said easterly right of way line; thence along said right of way line S. 16°03' E., 2,561.91 to the point of beginning, containing 19.285 acres.

Reserving to Grantor, its successors and assigns, the perpetual right and easement, without recourse to compensation for damage therefrom, past, present or future, for the inundation, flooding, free and unrestricted flowage and passage of the flood waters of the Sutter By-Pass on, over and upon the above described real property.

Reserving to Grantor and to its successors and assigns all the oil, gas and minerals in, on or under the surface of said lands, or any part of said lands, and all the rights of ownership therein, and reserving to Grantor, its successors and assigns, the right and license of exploring, mining, developing or operating for any or all of said products upon said lands or any part of said lands, and of erecting thereon all necessary buildings, pipe lines, machinery and equipment necessary in and about the business of mining, developing or operating for any of said products, hereby reserving to Grantor, its successors and assigns, all of the right of a full owner, operating on his own land according to all of the privileges and customs of the field that may be developed about said tract of land, and reserving to Grantor, its successors and assigns, the right to use such part of the surface of said land as may be necessary or convenient in the development or extraction of said oil, gas and minerals, and also reserving to Grantor, its successors and assigns, the right to lay, maintain and operate pipe lines for oil and gas and water or other substances.

Reserving to Grantor, its successors and assigns, a right

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of way and easement to enter in, on and upon the real property hereinafter described, the same being a portion of the real property hereinabove described, and to dig, excavate, remove and carry away therefrom any dirt, earth, sand or other material; said real property being all those certain lots, pieces or parcels of land situate, lying and being in the County of Sutter, State of California, and particularly described as follows:

A strip of land situate, and lying adjacent to and easterly of the easterly right of way line of west levee of Sutter By-Pass in SE $\frac{1}{4}$  of Sec. 5, T. 14 N., R. 2 E., M.D.B. & M., and bounded on the east by a straight line, which is distant 650 feet easterly along northerly boundary of SE $\frac{1}{4}$  of Sec. 5 from the center line of said levee, and distant 770 feet easterly along south boundary of Sections 4 and 5 from same center line of levee, when said straight line is produced southerly, containing 13.3 acres, more or less.

2. Grant to Grantees a perpetual right of way for ingress and egress over a strip of land in the hereinafter described parcel of real property, said right of way being 20 feet on each side of the center line of State Bridge No. E-6, opposite Station 725+00, extended westerly to the west boundary of the hereinafter described parcel of real property, and thence southerly over a strip of land 40 feet wide and adjoining the said westerly boundary of said parcel of real property to the real property of Grantees. Said parcel of land upon which is located said right of way is more particularly described as follows, to-wit:

All that certain real property situate, lying and being in the County of Sutter, State of California, and in the W $\frac{1}{2}$  of the W $\frac{1}{2}$  of Section 33, Township 15 North, Range 2 East, M.D.B. & M., being a strip of land 300 feet wide parallel, adjacent to and westerly of the westerly right of way line of the east levee of Sutter By-Pass, as said right of way line is described in a deed from Sophia Davis to the Sacramento and San Joaquin Drainage District dated June 30, 1919, and recorded August 9, 1919, in Book 63 of Deeds, page 388, of Sutter County records, and more particularly described as follows:

SEE - 14N-2E

See  
65E-15N-2E

# 816

Commencing at an iron pipe set at the southeast corner of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said section 33, said pipe bears S. 89°13' E., 1341.40 feet from the southwest corner of said section 33; thence N. 0°51'30" E. 1350.28 feet to a point on the east line of the W $\frac{1}{2}$  of the W $\frac{1}{2}$  of said section 33, said point being the point of beginning of the herein-described tract of land.

THENCE FROM SAID POINT OF BEGINNING northwesterly along said westerly right of way line on a curve to the left whose center bears S. 62°34'04" W. 15,391.1 feet a distance of 2493.38 feet to a point on the west line of said section 33; thence along said west line S. 0°39'20" W., 502.96 feet; more or less, to a point radially distant 300 feet westerly from said right of way line; thence running southeasterly parallel to and radially distant 300 feet westerly from said right of way line along a curve to the right whose center bears S. 54°48'15" W., 15,091.1 feet a distance of 1882.94 feet; thence radially at right angle S. 61°57' W. 75 feet; thence along a curve to the right with radius of 15016.1 feet a distance of 891.07 feet to intersection with East line of W $\frac{1}{2}$  of the W $\frac{1}{2}$  of said Sec. 33; thence along said East line N. 0°51'30" E. 828.41 feet to the point of beginning.

EXCEPTING THEREFROM a strip of land extending 100 feet northerly and southerly on each side of a ditch approximately opposite Division of Water Resources Station 735+00.

The net area of the above-described parcel contains 16.6 acres, more or less.

IN WITNESS WHEREOF Grantor, by its officers thereunto duly authorized, has executed this instrument the day and year first above mentioned, and affixed hereto its official seal.

SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT, acting by and through the Reclamation Board of the State of California.

By Frank W. Clark President  
FRANK W. CLARK

By James A. Rice Secretary  
James A. Rice

FORM APPROVED:

R. K. [Signature]  
Deputy Attorney General  
5/10/42

818

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SACRAMENTO AND SAN JOAQUIN  
DRAINAGE DISTRICT

to

S. G. HARRIS and ANNIE E. HARRIS,  
his wife

Dated: *May 29, 1942.*

*Sutter*

*Parcel 79E-14N-2E*

*Parcel 76E-14N-2E*

*RECORDED 9-4-42*

*VOL: 181 PAGE 480 ?*

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*See Deed # 699*

*10/10/11*

COPY

Deed No. X-31

THIS INDENTURE made and entered into this 15th day of November, 1918, between C. V. Williams and Sophia L. Williams, his wife, L. D. Williams, an unmarried man, and C. E. Williams, Jr., an unmarried man, the parties of the first part, and Sacramento and San Joaquin Drainage District, (a body politic and corporate, created by that certain Act of the Legislature of the State of California, known as the Reclamation Board Act, and acting by and through the Reclamation Board,) the party of the second part,

WITNESSETH:-

That the parties of the first part, for and in consideration of the sum of ten dollars to them paid by the party of the second part, the receipt of which is hereby acknowledged, have, subject to the conditions hereinafter set out, sold and conveyed, and by these presents do, subject to the conditions hereinafter set out, hereby sell and convey, unto the party of the second part and to its successors and assigns forever, a perpetual right and easement over and upon the land hereinafter described, the same being situated within the boundaries of the Sutter By-pass as fixed by resolution of the Reclamation Board passed January 6th, 1914, for all the purposes of said by-pass in accordance with the general plan of flood control approved by said Act. Said party of the second part may clear any or all of said land and keep the same clear of any or all timber, brush, undergrowth, weeds, tules or other obstructions of any and every kind, whether natural or artificial, which will or may interfere with the free flow of water through said by-pass, and may level off or grade said land from time to time in such manner and at such places as may in the judgment of said Reclamation Board be necessary or proper to permit or promote the free flow of water through said by-pass, and may use said land for the free flow of

1/200 U. S. Rec. Stamp cancelled 11-20-18 by C.E. W.

water over and upon the same in or through said by-pass, and by itself or its employees, agents or contractors, or other persons acting under authority of said Reclamation Board, may enter upon said land with all such men, teams, dredgers, machines, tools, appliances and apparatus as may be found necessary or convenient for any of the purposes aforesaid. The said land is situated in the County of Sutter, State of California, and is bounded and described as follows:

**First Tract.** All those portions of the North East quarter and of the North half of South East quarter of Section Nine (9) in Township Fourteen (14) North, Range Two (2) East, Mt. Diablo Base and Meridian, lying Westerly of a line described as follows:- Beginning at a point on the North line of said section Nine which point is distant 3723.27 feet Easterly along said North line of said Section Nine, from an iron pipe set in the ground at the North West corner of said Section Nine, and running thence South  $18^{\circ} 03'$  East 4212.09 feet to a point in the South line of the North half of South East quarter of said Section Nine. The said tract of land containing 161.18 acres, more or less, and being all those portions of the North East quarter and of the North Half of South East quarter of said section Nine lying Westerly of a line parallel with and 290.00 feet distant at right angles Westerly from the East line of the Sutter By-pass as said East line of said by-pass is located and staked on the ground and as adopted by the Reclamation Board on January 6th, 1914.

**Second Tract.** All that portion of the South East quarter of Section Four (4) in Township Fourteen (14) North, Range Two (2) East, Mt. Diablo Base and Meridian lying Westerly of a line described as follows:- Beginning at a point on the South line of said Section Four distant 3755.00 feet Easterly along said South line of said Section Four from an iron pipe set in the ground at the South West corner of said Section Four, and running thence North  $18^{\circ} 03'$  West 2774.85 feet to a point on the North line of the South East quarter of said Section Four. The said tract of land containing 39.94 acres, more or less, and being all that portion of the South East quarter of said Section Four lying Westerly of a line parallel with and 260 feet distant at right angles Westerly from the East line of the Sutter By-pass as said line of said by-pass is located and staked on the ground and as adopted by the Reclamation Board on January 6th, 1914.

The easement and right of way hereinabove described, over the land hereinabove described, are to be used for the purposes of said Sutter By-pass, in accordance with said plan of flood control.

It is understood and agreed that there shall be and is hereby reserved to the parties of the first part the right to use said lands above described at any and all times and in any manner which will not in any way obstruct or interfere with the said right and easement for the purposes of said by-pass, nor with any of the said rights and privileges; and to that end the parties of the first part shall forever have the right to the possession of said lands and the right to farm, cultivate and enjoy the same, and the rents, issues and profits thereof, the rights of the party of the second part being confined to the right and easement hereinbefore described; provided, however, that nothing shall be done or constructed upon said land which will obstruct or interfere in any way with the free flow of water in or through said by-pass, nor with any of the rights or privileges hereby sold and conveyed to the party of the second part.

In Witness Whereof the said parties of the first part have hereunto set their hands and seals at the date hereinabove first written.

C. E. Williams (SEAL)

Sophia L. Williams (SEAL)

L. D. Williams (SEAL)

By C. E. Williams  
his attorney in fact.

C. E. Williams Jr. (SEAL)

By C. E. Williams  
his attorney in fact.

State of California )  
County of Sutter ) ss.

On this 20th day of November, 1918, before me, C. E. Masten, a Notary Public in and for the County of Sutter, State of California, personally appeared C. E. Williams, known to me to be the person described in and whose name is subscribed to the foregoing instrument as a party thereto, and acknowledged to me that he executed the same.

Witness my hand and official seal at the date in this certificate first above written.

(Seal)

C. E. Masten  
Notary Public in and for the County of  
Sutter, State of California.

State of California )  
County of Sutter ) ss.

On this 20th day of November, 1918, before me, C. E. Masten, a Notary Public in and for the County of Sutter, State of California, personally appeared C. E. Williams, known to me to be the person whose name is subscribed to the foregoing instrument as the Attorney in fact of L. D. Williams and also as the Attorney in fact of C. E. Williams, Jr., and acknowledged to me that he subscribed the name of L. D. Williams to said instrument as principal and his own name as attorney in fact of said L. D. Williams, and that he subscribed the name of C. E. Williams, Jr., to said instrument as principal and his own name as attorney in fact of said C. E. Williams, Jr.

Witness my hand and official seal at the date in this certificate first above written.

(Seal)

C. E. Masten  
Notary Public in and for the County of  
Sutter, State of California.

State of California )  
County of Sutter ) ss.

On this 20th day of November, 1918, before me, C. E. Masten, a Notary Public in and for the County of Sutter, State of California, personally appeared Sophia L. Williams (wife of C. E. Williams) known to me to be the person described in and whose name is subscribed to the foregoing instrument as a party thereto, and acknowledged to me that she executed the same.

Witness my hand and official seal at the date in this certificate first above written.

(Seal)

C. E. Masten  
Notary Public in and for the County of  
Sutter, State of California

Know All Men by these Presents, that we, the undersigned, S. Elam and Ralph Ensley, tenants in possession under a lease to us of certain land which includes a part of the land described in the foregoing and annexed deed, do hereby in consideration of the purchase by Sacramento and San Joaquin Drainage District of the land described in said foregoing and annexed deed, and as part of the same transaction, consent to the execution and delivery of said deed and do hereby consent and agree that the Sacramento and San Joaquin Drainage District shall hold, use and enjoy the easement, rights and privileges described in said deed and thereby to be sold and conveyed to said Sacramento and San Joaquin Drainage District, to the same extent as in said deed specified and described, free of any right or claim under or by virtue of our said lease which would in any manner interfere therewith, and with the same effect as if said lease to us had not been made.

Witness our hands and seals this 20<sup>th</sup> day of November, 1918.

S. Elam (SEAL)

Ralph Ensley (SEAL)

State of California )  
County of Sutter ) ss.

On this 20<sup>th</sup> day of November, 1918, before me, C. E. Maister, a Notary Public in and for the County of Sutter, State of California, personally appeared S. Elam and Ralph Ensley, known to me to be the persons described in and whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

Witness my hand and seal at the date in this certificate first above written.

(Seal)

C. E. Maister  
Notary Public in and for the County of Sutter, State of California.

COPY

FILED

31

DEED FOR EASEMENT.

C. E. WILLIAMS AND  
SOPHIA L. WILLIAMS, his wife,

L. D. WILLIAMS AND  
C. E. WILLIAMS, JR.

TO

SACRAMENTO AND SAN JOAQUIN  
DRAINAGE DISTRICT

ALSO CONSENT TO SAME

FROM

S. ELM AND RALPH ENSLEY

TO

SACRAMENTO AND SAN JOAQUIN  
DRAINAGE DISTRICT.

DATED: NOVEMBER 15, 1918.

*Original Recorded Nov 20. 1918  
@ 8:48 P.M. in Book 61 of  
Deeds Page 463, Shasta County  
Records*

FILED

FEB 14, 1955

217-309

Deed No. 1770

309

#3894

Filed for Record at Request of FIRST NATIONAL BANK OF OROVILLE, SMP 22 1945 at 4 min. past 10 o'clock A.M. and duly recorded in book 217 of official records, page 308 Sutter County Records.

Fee \$1.00

COMPARED

*C.M. Spalding*  
*C.D. Abbott*

Recorder  
Deputy

M. MITCHELL BOURQUIN  
Special Assistant to  
The Attorney General  
710 Crocker Building  
820 Market Street  
San Francisco, 4, California

RECORDED: FILED SMP 14 1945  
C. W. CALHOUN, Clerk

Attorney for Plaintiff

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN  
DISTRICT OF CALIFORNIA NORTHERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

vs.

141.70 Acres of land, more or less, situate in  
the County of Sutter, State of California, SACRAMENTO  
AND SAN JOAQUIN DRAINAGE DISTRICT, COUNTY OF SUTTER,  
First Doe, Second Doe, Third Doe, Fourth Doe, Fifth Doe,  
First Doe Corporation, Second Doe Corporation, Third  
Doe Corporation, Fourth Doe Corporation, and Fifth Doe  
Corporation,

No. 5737

Defendants

JUDGMENT

The United States of America having this day made application to the Court to enter a Judgment on a Declaration of Taking heretofore filed this day, and for an Order fixing the date when possession of the lands herein described are to be surrendered to the United States of America, and upon consideration thereof, and of the Condemnation Complaint filed herein, said Declaration of Taking, the Statutes in such cases made and provided, and it appearing to the satisfaction of the Court:

FIRST: That the United States of America is entitled to acquire property by eminent domain for the purposes as set out and prayed for in said Complaint;

SECOND: That a Complaint in Condemnation was filed at the request of the Assistant Secretary of the Interior of the United States, the authority empowered by law to acquire the land described in said Complaint, and also under authority of the Attorney General of the United States;

THIRD: That said Complaint and Declaration of Taking state the authority under which, and the public use for which said lands were taken; that the Assistant Secretary of the Interior is the person duly authorized and empowered by law to acquire lands such as are described in the Complaint for use by the United States of America in connection with the Sutter National Wildlife Refuge, Fish and Wildlife Service, Department of the Interior, and the Attorney General of the United States is the person authorized by law to direct the institution of such condemnation proceedings;

FOURTH: That a proper description of the lands sought to be taken, sufficient for identification thereof, is set out in said Declaration of Taking;

FIFTH: That said Declaration of Taking contains a statement of the estate and interest in said lands taken for such public use;

SIXTH: That a plan showing the land taken is incorporated in said Declaration of Taking;

76-4017

SIXTH: That a statement is contained in said Declaration of Taking for a sum of money, estimated by said Assistant Secretary of the Interior of the United States to be just compensation for said lands in the amount of One Thousand, Four Hundred Thirteen and no/100 (\$1,413.00) Dollars, and that sum was deposited in the Registry of this Court for the use of the persons entitled thereto, upon and at the time of the filing of said Declaration of Taking;

EIGHTH: That a statement is contained in said Declaration of Taking that the amount of the ultimate award of compensation for the taking of said lands, in the opinion of said Assistant Secretary of the Interior will be within any limits prescribed by Congress as to the price to be paid therefor;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that, as to the lands situated in the County of Sutter, State of California, more particularly described as follows:

Tract No. 2b

Township Fourteen (14) North, Range Two (2) East, Mount Diablo Meridian: In Section nine (9), part of the West half (W $\frac{1}{2}$ ), and in section sixteen (16) part of the North half (N $\frac{1}{2}$ ) and part of the North half Southeast quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$ ), described as follows: Beginning at Corner 1, a point in the easterly right of way boundary of the west levee of the Sutter-Butte By-Pass, and in the line common to section four (4) and section nine (9); thence with said line common to section four (4) and section nine (9) S 89°06'26" E 422.9 feet to Corner 2, a point; thence in part within section nine (9) and in part within section sixteen (16) S 19°12'45" E 9,858.0 feet to Corner 3, a point in the south boundary of the North half Southeast quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$ ) section sixteen (16); thence with said south boundary of the North half Southeast quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$ ) N 88°36'30" W 636.22 feet to Corner 4, a point in the easterly right of way boundary of the west levee of the Sutter-Butte By-Pass; thence with said right of way boundary in part within section sixteen (16) and in part within section nine (9) N 18°03' W 9,781.32 feet to Corner 1, the place of beginning; and

BOUNDED from Corner 1 to Corner 2 by land of O. G. Harris (tract 9); from Corner 2 to Corner 3 by land of Grover C. Shannon (tract 11); from Corner 3 to Corner 4 by land of the Sutter Home Investment Company; and from Corner 4 to Corner 1 by land of the State of California, Sacramento and San Joaquin Drainage District (west levee right of way of the Sutter-Butte By-Pass); containing 112.30 acres be the same more or less.

Tract No. 2c

Township Fourteen (14) North, Range Two (2) East, Mount Diablo Meridian: A Strip of land 300 feet wide adjacent to and paralleling the westerly right of way boundary of the east levee of the Sutter-Butte By-Pass, in section nine (9), part of the South half Southeast quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$ ); in section ten (10), part of the Southwest quarter Southwest quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$ ); in section fifteen (15), part of the Northwest quarter (NW $\frac{1}{4}$ ) and in section sixteen (16), part of the Northeast quarter Northeast quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$ ); and

BOUNDED from Corner 1 to Corner 2 by land of Grant Davis (tract 3); from Corner 2 to Corner 3 by land of the State of California, Sacramento and San Joaquin Drainage District (east levee right of way of the Sutter-Butte by-Pass; from Corner 3 to Corner 4 by land of the State of California; and from Corner 4 to Corner 1 by land of Grover C. Shannon (tract 11, and now the United States of America); containing 79.00 acres, be the same more or less.

Said tracts of land contain in the aggregate 191.30 acres, be the same more or less.

Together with all accretion and reliction, and all and singular the water rights and other rights, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining;

DSED 1770 PAE-KU-2E

Subject only to the following described rights and easements:

(a) The easement of a right of way for road purposes as reserved in the Deed from Sutter Basin Improvement Company, a corporation, to A. G. Freeman and A. R. Waybur, dated November 7, 1928, and recorded January 1, 1929, in Book 94 of Deeds, at page 2, Sutter County Records, said easement being near the southerly end of Tract 2b.

(b) The easement of a right of way for road purposes as granted by Woodland Livestock Company, a corporation, to the County of Sutter, dated August 12, 1938, and recorded August 25, 1938, in Book 121 of Official Records, at page 305, Sutter County Records.

(c) The reservation for the benefit of the Sacramento and San Joaquin Drainage District, its successors and assigns, of all oil, gas, oil shale, coal phosphate, sodium gold, silver and all other mineral deposits, whether similar to those herein specified or not, in, on or under the surface of said land, or any part of said lands, and all the rights of ownership therein, and also reserving the right and license of exploring, prospecting for, mining, developing and operating for any or all of said products upon said land, or any part of said land, and of erecting thereon all necessary buildings, pipe lines, machinery and equipment necessary in and about the business of mining, developing or operating for any of said products, hereby reserving to the Sacramento and San Joaquin Drainage District, its successors and assigns, all of the rights of a full owner operating on his own land, according to all of the privileges and customs of the field that may be developed about said tract of land, and reserving to the Sacramento and San Joaquin Drainage District, its successors and assigns, the right to use such part of the surface of said land as may be necessary or convenient in the development or extraction of any or all of said products, and also reserving to the Sacramento and San Joaquin Drainage District, its successors and assigns, the right to lay, maintain and operate pipe lines for oil and gas and water or other substances.

(d) The right and easement for the benefit of the Sacramento and San Joaquin Drainage District for the passage of all waters of the Sacramento River Flood Control Project over, upon, and across the property described herein, together with the right to clear any and all of said land, and to keep the same clear of any and all timber, brush, undergrowth, weeds, tules, or other obstructions, natural or artificial, to the free flow of water of any and all descriptions, and to enter through its employees, agents or contractors, or other persons or agencies acting under its authority, upon said land at any and all times with all such men, teams, machines, tools, appliances and appurtenances as may be found necessary or convenient for any of the purposes aforesaid, and for the further purpose of taking from said lands material for the construction and maintenance of a levee and appurtenant works.

(e) The easement of a right of way for road purposes as granted by Woodland Livestock Company, a corporation, to the County of Sutter, dated January 10, 1936, and recorded July 9, 1936 in Book 89 of Official records, at page 22, Sutter County Records. there vested in the United States of America the fee simple title, subject only to the rights and easements hereinbefore particularly described, and the right to just compensation therefor vested in the persons entitled thereto, upon the filing of said Declaration of Taking and the depositing in the Registry of this Court of the sum of ONE THOUSAND, FOUR HUNDRED THIRTYEIGHT (\$1,417.00) DOLLARS as hereinabove recited; that said lands are deemed to have been taken and condemned for the public use of the plaintiff, as authorized by law, and are necessary and suited to said use; that just compensation for the taking of said lands shall be ascertained and awarded by judgment

herein; that upon the vesting of the estate and interest aforesaid in the United States of America, said lands become exempt from liens, levies, or assessments of the Sacramento and San Joaquin Drainage District and Reclamation Districts Nos. 1500 and 1660, and no longer subject to the control or regulation of said Districts, or for any purpose whatsoever.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the United States of America and its agents are entitled to immediate possession of the above described lands and defendants and all persons in possession of said lands, or claiming any interest therein, are hereby ordered to surrender said lands forthwith to the United States, and this cause is held open for such further orders and decrees as may be necessary in the premises.

DONE in open Court this 14th day of September, 1945.

MARTIN I. WELSH  
Judge, United States District Court, Northern  
District of California

I hereby certify that the annexed instrument is a true and correct copy of the original on file in my office;

ATTEST: (SMAL) C. W. CALBREATH  
Clerk, District Court of the U.S. Northern  
District of California

By F. M. Lampert  
Deputy Clerk

#5695

Filed for Record at request of M. Mitchell Bourquin SEP 22 1945 at 15 min. past 10 o'clock A.M. and duly recorded in book 217 of official records, page 309 Sutter County Records.

COMPARED

Recorder  
Deputy

Fee \$2.60

This Indenture Witnesseth:

WHEREAS, the indebtedness secured to be paid by the DEED OF TRUST executed by W. E. McCarter and Carolina M. McCarter, his wife, to C. B. Hill and Geo. T. Boyd, as Trustees, and E. T. Hughes, Beneficiary, dated September 12, 1944, and recorded on the 19th day of September, 1944, in the County Recorder's office of the County of Sutter, State of California, in Liber 236 of Official Records, at page 391 has been fully paid;

NOW, THEREFORE, we, C. B. Hill and Geo. T. Boyd, Trustees do hereby grant unto the person or persons legally entitled thereto ALL the estate and interest derived to us the ~~said~~ said C. B. Hill and Geo. T. Boyd, by or through said deed of trust, in the lands situated in the County of Sutter, State of California, and therein described, together with appurtenances, special reference being hereby made to said deed of trust and the record thereof for a particular description of said lands.

TO HAVE AND TO HOLD the same unto the said person or persons legally entitled thereto forever.

IN WITNESS WHEREOF, the undersigned have executed these presents this 22nd day of September, 1945.

C. B. Hill  
Geo. T. Boyd Trustee-

STATE OF CALIFORNIA,  
County of Sutter ss.

On this 22nd day of September, one thousand nine hundred and forty-five, before me, Desmond A. Winship a Notary Public in and for said County of Sutter, State of California, and for said County of Sutter, State of California, duly commissioned and sworn, personally appeared C. B. Hill

D E E DRECORDED 11-2-44  
VOL. 209 Pg. 435

For and in consideration of the sum of Four Thousand Six Hundred Fifty-five and 31/100 Dollars (\$4,655.31), the receipt of which is hereby acknowledged, the SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT, a public agency, hereinafter designated Grantor, acting by and through The Reclamation Board of the State of California, does hereby grant to F. E. CARLIN, hereinafter designated Grantee, all that certain real property described as follows:

All of that certain tract or parcel of real property situate and being in Sutter County, California, and being portions of Sections 9, 15 and 16, Township 14 North, Range 2 East, M. D. M., and being also a portion of that real property described as the first parcel described in the deed from R. E. Hughes, et al., to S. & S. J. D. D., recorded on November 1, 1940, in Book 165, at page 255, Official Records of Sutter County, California; said tract or parcel being hereinafter referred to as Parcel 1 and is described as follows:

PARCEL 1:

17CE, 17DE, &  
17CE-14N-2E - Beginning at the quarter section corner common to said Sections 15 and 16, being on the north boundary of lands of Sutter Home Investment Company in said Section 15 and being also the southwest corner of the northwest 1/4 of said Section 15;

THENCE FROM SAID POINT OF BEGINNING and along the said northerly boundary of lands of Sutter Home Investment Company and on the south boundary of the said northwest 1/4 Section of said Section 15, South 88° 41' East 784.12 feet to a point, hereinafter called "Point A," located 300.0 feet, measured at right angles, southwesterly from the southwesterly boundary of that certain 36.26 acre tract for levee right of way described in fee deed from W. F. Hoke, et al., to S. & S. J. D. D., recorded April 10, 1918, in Book 61 of Deeds, at page 95, Sutter County Records; thence leaving said last named southerly boundary and across said parcel of land conveyed by R. E. Hughes to grantor and running parallel to and 300 feet distant southwesterly from said southwesterly boundary of said 36.26 acre tract, North 18° 03' West 4,210.0 feet, more or less, to a point on the boundary common to lands of grantor and lands of Grant Davis, et al., said point being hereinafter called "Point B" and being located on the northerly boundary of the south 1/2 of the southeast 1/4 of said Section 9; thence leaving said parallel line and along said last named northerly boundary North 88° 50' 30" West 2,155.47 feet to the line bisecting said Section 9 into east and west halves; thence along said last named line and on the said boundary common to lands of grantor and Grant Davis, et al., North 01° 07' 46" East 3,902.56 feet, more or less, to the 1/4 corner at the northeast corner of the west 1/2 of said Section 9;

thence leaving said Grant Davis boundary and along the boundary common to lands of grantor and lands of S. G. Harris, et al., and along the north boundary of said Section 9, North 89° 06' 23" West 2,069.93 feet to a point located South 89° 06' 23" East 556.35 feet from the northwest corner of the northwest 1/4 section of said Section 9; thence across said Section 9 and across part of said Section 16, South 19° 12' 45" East 9,858.0 feet, more or less, to a point on the northerly boundary of the south half of the south half of said Section 16, being also the boundary common to lands of grantor and lands of Sutter Home Investment Company; thence along the said northerly boundary of said south half of the south half of Section 16, South 86° 36' 30" East 1,426.04 feet to the southeast corner of the northeast quarter of the southeast quarter of said Section 16; thence along the east boundary of said Section 16, North 0° 40' 30" East 1,321.0 feet to the point of beginning; containing 423.21 acres, more or less.

RESERVING to grantor, its successors and assigns, the right to enter upon and occupy Parcel A and Parcel B hereinafter described and the right to take from said Parcel A and Parcel B material for the construction, reconstruction and maintenance of a levee and appurtenant works. Said Parcel A and Parcel B are described as follows, to wit:

PARCEL A:

17dE-14N-2E

All that certain strip of real property situate, contiguous to and westerly from the easterly boundary of the herein described Parcel 1, between "Point A" and "Point B," as hereinabove so designated, said strip being 200 feet wide measured at right angles southwesterly from said easterly boundary line; said strip being more particularly described as follows:

Beginning at said "Point A" on the south boundary of the northwest 1/4 of said Section 15; THENCE FROM SAID POINT OF BEGINNING and along the easterly boundary of said Parcel 1, North 18° 03' West 4210.0 feet to said "Point B"; thence North 88° 50' 30" West 211.79 feet; thence South 18° 03' East 4,209.45 feet, more or less, to the south boundary of said NW 1/4 of Section 15; thence South 88° 41' East 211.99 feet, more or less, to the point of beginning; containing 19.32 acres, more or less.

PARCEL B:

17cE-14N-2E

All that certain strip of real property situate in said Sections 9 and 16 and easterly from and contiguous to the southwest boundary of the hereinabove described "Parcel 1" and described as follows:

Beginning at the northwest corner of said "Parcel 1," said point being located South 89° 06' 23" East 556.35 feet from the northwest corner of the northwest 1/4 of said Section 9;

THENCE FROM SAID POINT OF BEGINNING and along the

said southwesterly boundary of said "Parcel 1," South 19° 12' 45" East 9,853.0 feet, more or less, to the southwest corner of said "Parcel 1," thence South 68° 36' 30" East 213.67 feet to a point; thence North 19° 12' 45" West 9,859.86 feet, more or less, to the northerly boundary of said "Parcel 1"; thence along said northerly boundary North 69° 06' 25" West 212.98 feet to the point of beginning; containing 45.27 acres, more or less.

Said land is conveyed subject to rights of way and easements of record, all reclamation district assessments and all other existing liens and encumbrances, and subject to such other restrictions, conditions, limitations and easements as are set forth herein.

Reserving, however, to grantor, the Sacramento and San Joaquin Drainage District, and its successors and assigns, the following:

All oil, gas, oil shale, coal, phosphate, sodium, gold, silver and all other mineral deposits, whether similar to those herein specified or not, in, on or under the surface of said land, or any part of said lands, and all the rights of ownership therein, and also reserving the right and license of exploring, prospecting for, mining, developing and operating for any or all of said products upon said land, or any part of said land, and of erecting thereon all necessary buildings, pipe lines, machinery and equipment necessary in and about the business of mining, developing or operating for any of said products, hereby reserving to grantor, its successors and assigns, all of the rights of a full owner operating on his own land, according to all of the privileges and customs of the field that may be developed about said tract of land, and reserving to grantor, its successors and assigns, the right to use such part of the surface of said land as may be necessary or convenient in the development or extraction of any or all of said products, and also reserving to grantor, its successors and assigns, the right to lay, maintain and operate pipe lines for oil and gas and water or other substances.

Reserving, however, to grantor, the Sacramento and San

76-3933

Joaquin Drainage District, and its successors and assigns, the following:

A perpetual right and easement, without recourse to compensation for damage therefrom, for the passage of all waters of the Sacramento River Flood Control Project, over and upon and across all of said above described property. And said right and easement shall include the right in said grantor, the Sacramento and San Joaquin Drainage District, its successors and assigns, to clear any and all of said land, and to keep the same clear of any and all timber, brush, undergrowth, weeds, tules, or other obstructions, natural or artificial, to the free flow of water of any and all descriptions, and said right and easement shall also include the right in said district, its successors and assigns, to enter by itself or by its employees, agents or contractors, or other persons or agencies acting under its authority, upon said land at any and all times with all such men, teams, machines, tools, appliances and appurtenances as may be found necessary or convenient for any of the purposes aforesaid.

Grantee, his heirs and assigns, to have and to hold the land herein described, granted and conveyed on condition that if ditches or embankments are constructed on said land which will obstruct the free flow of water over said land or if said land or any part thereof is used or operated in such a manner as to cause or permit growth of timber, brush or tule thereon which will obstruct the free flow of water over said land, then grantor, its successors or assigns, or the State of California may enter on said land and do any and all things necessary to destroy or remove said obstructions to said free flow of water over said land, and shall have the power to sell said land or so much thereof as shall be necessary to pay for said expenditures including all costs of sale; and in the event said land cannot be sold or cannot be sold for a price which will pay all said expenditures, grantor, or its successors or assigns, or the State of California shall have

the power to enter and terminate the fee simple or other estate, right or interest hereby conveyed and upon exercising said power the fee simple title or other estate, right or interest hereby conveyed shall vest in grantor, its successors or assigns, or the State of California.

IN WITNESS WHEREOF, this instrument, on the 9<sup>th</sup> day of September, 1944, has been executed by the duly authorized officers of grantor and its corporate seal affixed hereto.

SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT,  
acting by and through The Reclamation Board  
of the State of California,

(SEAL)

By \_\_\_\_\_  
President

By George H. Holman  
Secretary

Approved:

\_\_\_\_\_  
Director of Finance of the State  
of California

Form Approved:

R. Howie  
\_\_\_\_\_  
Deputy Attorney General of the  
State of California

STATE OF CALIFORNIA }  
County of Sacramento } ss.

On this 8th day of Sept., 1944, before me,  
Manue W. Hannal, a notary public in and for said  
county and state, duly commissioned and qualified, personally  
appeared A. R. Gallaway, Jr., and George H. Holmes, known to  
me to be the president and Secretary, respectively, of The  
Reclamation Board of the State of California, and acknowledged  
to me that they executed the same for and on behalf of The  
Reclamation Board of the State of California.

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

Manue W. Hannal  
Notary Public in and for the County  
of Sacramento, State of California

76-3933

1003

DEED

# 1003

SACRAMENTO AND SAN JOAQUIN  
DRAINAGE DISTRICT

to

F. E. CARLIN

Dated: September 8, 1944.

Sutter - Sutter Bypass

17cE - 14N - 2E

17dE - 14N - 2E

17eE - 14N - 2E

Deed #699 - refer to.

RECORDED 11-2-44

VOL 209 PAGE 435

76-3933

(1003) DEED # 1002

SACRAMENTO AND SAN JOAQUIN  
DRAINAGE DISTRICT

to

F. E. CARLIN

Dated: September 8, 1944.

Sutter - Sutter Bypass  
17cE - 14N - 2E  
17dE - 14N - 2E  
17eE - 14N - 2E

Deed #699 - refer to.

RECORDED 11-2-44  
VOL 209 PAGE 435

76-3933

Deed No. 18

*Carment in*  
*By-pass*  
*18*

COPY

DEED

SUTTER HOME INVESTMENT

COMPANY  
to

SACRAMENTO AND SAN JOAQUIN  
DRAINAGE DISTRICT

Dated April 25<sup>th</sup> 1918.

*Recorded 4/3-18 in*  
*Book 61 of Deeds, Page 137,*  
*Sutter Co. Records*

FILED

FEB 14, 1955

MELVILLE DOZIER, JR.

COPY

DEED for  
Easement

Delivered to us May 1, 1918

THIS INDENTURE, made and entered into this 25<sup>th</sup> day of April, 1918, by and between SUTTER HOME INVESTMENT COMPANY, a corporation organized and existing under the laws of the State of California, hereinafter designated as the first party, and SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT, (a corporation created by that certain act of the Legislature of the State of California approved May 26th, 1913, being Chapter 170 of the Statutes passed at the regular session of said Legislature in the year 1913), acting by and through the Reclamation Board, hereinafter designated as the second party,

W I T N E S S E T H:

That the first party for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid, the receipt whereof is hereby acknowledged, has, subject to the conditions hereinafter set out, sold and conveyed, and by these presents does, subject to the conditions hereinafter set out, hereby sell and convey to the second party and its assigns forever a perpetual right and easement for the flowage of water over and upon the land hereinafter described, the same being situated within the boundaries of the Sutter By-pass as fixed by resolution of said Reclamation Board passed January 6th, 1914, for all of the purposes of such by-pass and in accordance with the general plan of flood control approved by said act. The said second party may clear any or all of said land and keep the same clear of any or all timber, brush, undergrowth, weeds, tules or other obstructions of any and every kind, whether natural or artificial, which will or may interfere with the free flow of water through said by-pass, and may level off or grade said land from time to time in such manner and at such places as may in the judgment of said Reclamation Board be necessary or proper to permit or promote the free flow of water through said by-pass, and may use said land for the free

D.R.

---

flow of water over and upon the same in or through said by-pass, and by itself or its employees, agents or contractors, or other persons acting under authority of said Reclamation Board, may enter upon said land with all such men, teams, dredgers, machines, tools, appliances and apparatus as may be found necessary or convenient for any of the purposes aforesaid. The said land is situate, lying and being in the County of Sutter, State of California, and is described as follows:-

Beginning at a point on the quarter section line running east and west through the center of Section 15, Township 14 North, Range 2 East, M. D. B. & M., which point is 307.39 feet westerly along said line from the intersection of said quarter section line with the located East Line of the Sutter By-pass and is also 4208.49 feet westerly along said quarter section line from the quarter section corner on the east line of said Section 15, and running thence from said point of beginning (true meridian) South  $18^{\circ} 03'$  East, 5607.43 feet along a line parallel to and 290 feet distant at right angles westerly from the said East Line of the Sutter By-pass to a point on the quarter section line running east and west through the center of Section 22, Township 14 North, Range 2 East; thence along the quarter section lines running east and west through the centers of Sections 22 and 21, Township 14 North, Range 2 East, North  $86^{\circ} 37'$  West 3588.65 feet to a point on a line parallel to and 325 feet distant at right angles easterly from the located West Line of the Sutter By-pass; thence along said line parallel to the West Line of the Sutter By-pass North  $18^{\circ} 03'$  West, 4204.46 feet to a point on the north line of the south half of the south half of Section 16, Township 14 North, Range 2 East; thence along said quarter-quarter section line, South  $86^{\circ} 36\frac{1}{2}'$  East, 2052.19 feet to the west line of the said Section 15; thence along said west line North  $0^{\circ} 40\frac{1}{2}'$  East, 1321.0 feet to the quarter section corner on the west line of the said Section 15; thence along the quarter section line running east and west through the center of the said Section 15, South  $86^{\circ} 41'$  East, 1086.21 feet to the point of beginning.

The above described tract of land containing 366.45 acres more or less and being all of those portions of the south half of Section 15 and the north half of Section 22, Township 14 North, Range 2 East, M. D. B. & M., lying westerly of a line parallel to

and 290 feet distant at right angles westerly from the East Line of the Sutter By-pass as said line is located and staked on the ground and adopted by the Reclamation Board on January 6, 1914; and all of those portions of the south half of the south half of Section 16 and the northeast quarter of Section 21, Township 14 North, Range 2 East, E. D. B. & M., lying easterly of a line parallel to and 325 feet distant at right angles easterly from the West Line of the Sutter By-pass as said line is located and staked on the ground and as adopted by the Reclamation Board on January 6, 1914.

The easement and right of way hereinabove described, over the land hereinabove described, are to be used for the purposes of the said Sutter By-pass, in accordance with said plan of flood control.

It is understood and agreed that there shall be and is hereby reserved to the first party, and to its successors in interest and assigns, the right to use said land hereinabove described at any and all times and in any manner which will not in any way obstruct or interfere with the said right and easement for the purposes of said by-pass, or with any of the said rights or privileges; and to that end the first party, and its successors in interest and assigns, shall forever have the right to the possession of said land and the right to farm, cultivate and enjoy the same, and the rents, issues and profits thereof, the rights of the second party being confined to the right and easement hereinbefore described; provided, however, that nothing shall be done or constructed upon said land which will obstruct or interfere in any way with the free flow of water in or through said by-pass, or with any of the rights or privileges hereby sold and conveyed to the second party; but the first party hereby reserves the right at all times to have and maintain one or more lines of fences across said land, with posts at such distance apart as may be designated by the Reclamation Board; and it is expressly understood and agreed that said posts may remain standing during the time of flood waters unless the same shall be found by the Reclamation Board to interfere with the free flow of said waters, and the first party be so notified; provided, further, that the wires or boards strung between said posts shall be taken down by the first party each year prior to the period of flood waters upon said land.

It is further understood and agreed that the right and easement hereby granted shall not be deemed to entitle the second

party or its successors in interest to construct, excavate or maintain upon any part of said land hereinbefore described any canal or ditch, nor to use said land or any part thereof for any purpose other than the rights and easements hereinabove expressly conveyed.

The aforesaid right and easement does not, and shall not be deemed to, include the right of building or throwing up any levee or embankment upon any portion of the land hereinbefore described for confining the waters therein.

IN WITNESS WHEREOF, and at the date hereinabove first written, the said SUTTER HOME INVESTMENT COMPANY, the party hereto of the first part, pursuant to a resolution of its Board of Directors authorizing the same, has caused its corporate name to be hereto subscribed and its corporate seal to be hereto affixed by its <sup>Vice</sup> President and Secretary, and the said SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT, the party hereto of the second part, acting by and through the Reclamation Board, has caused its corporate name to be hereto subscribed and the seal of the Reclamation Board which is also the seal of said Sacramento and San Joaquin Drainage District to be hereto affixed by the \_\_\_\_\_ President and Assistant Secretary of said Reclamation Board thereunto duly authorized by a resolution duly passed and adopted by said Reclamation Board.

SUTTER HOME INVESTMENT COMPANY

By Emily P. Redington  
Vice President.

By Arthur H. Redington  
Secretary.

SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT

By A. B. Fletcher  
President of the Reclamation Board

By Edith L. Grove  
Assistant Secretary of the Reclamation Board.

Done

100 1st Rev. 1/10/10  
affixed & cancelled

State of California }  
County of San Mateo } ss.

On this 27<sup>th</sup> day of April, 1918,  
before me, John A Hoey, a Notary Public in and  
for the \_\_\_\_\_ County of San Mateo, State of  
California, personally appeared Emily P. Redington  
known to me to be the <sup>Nice</sup> President, and Arthur H. Redington,  
known to me to be the Secretary, of SUTTER HOME INVESTMENT  
COMPANY, the Corporation that executed the foregoing instrument,  
and known to me to be the persons by whom said instrument was  
executed for and on behalf of said corporation, and acknowledged to  
me that said corporation executed the same.

WITNESS my hand and official seal at the date in  
this certificate first above written.

Done

John A Hoey  
Notary Public in and for  
the \_\_\_\_\_ County of San Mateo,  
State of California.

State of California )  
County of Sacramento ) SS.

On this 25<sup>th</sup> day of April, 1918,  
before me, E. G. Two good, a Notary Public in and for  
the County of Sacramento, State of California, personally ap-  
peared A. B. Melcher, known to me to be the  
President, and Edwin L. Grov known to me  
to be the Assistant Secretary, of the Reclamation Board,  
and known to me to be the persons by whom, as such President  
President and Assistant Secretary of the Reclamation Board,  
respectively, the foregoing instrument was executed for and on  
behalf of the Sacramento and San Joaquin Drainage District, and  
acknowledged to me that said Sacramento and San Joaquin Drain-  
age District executed the same.

WITNESS my hand and official seal at the date in  
this certificate first above written.

Seal

E. G. Two good  
Notary Public in and for  
the County of Sacramento, State  
of California.

THIS INDENTURE, made and entered into this 25<sup>th</sup> day of April, 1918, by and between NORTHERN CALIFORNIA LAND COMPANY, a corporation organized and existing under the laws of the State of California, hereinafter designated as the first party, and SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT, (a corporation created by that certain act of the Legislature of the State of California approved May 26th, 1913, being Chapter 170 of the Statutes passed at the regular session of said Legislature in the year 1913), acting by and through the Reclamation Board hereinafter designated as the second party,

W I T N E S S E T H:-

That the first party for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid, the receipt whereof is hereby acknowledged, has, subject to the conditions hereinafter set out, sold and conveyed, and by these presents does, subject to the conditions hereinafter set out, hereby sell and convey to the second party and its assigns forever a perpetual right and easement for the flowage of water over and upon the land hereinafter described, the same being situated within the boundaries of the Sutter By-pass as fixed by resolution of said Reclamation Board passed January 6th, 1914, for all of the purposes of such by-pass and in accordance with the general plan of flood control approved by said act. The said second party may clear any or all of said land and keep the same clear of any or all timber, brush, undergrowth, weeds, tules or other obstructions of any and every kind, whether natural or artificial, which will or may interfere with the free flow of water through said by-pass, and may level off or grade said land from time to time in such manner and at such places as may in the judgment of said Reclamation Board be necessary or proper to permit or promote the free flow of water through said by-pass, and may use said land for the free flow of water over and upon the same in or through said by-pass, and by

itself or its employees, agents or contractors, or other persons acting under authority of said Reclamation Board, may enter upon said land with all such men, teams, dredgers, machines, tools, appliances and apparatus as may be found necessary or convenient for any of the purposes aforesaid. The said land is situate, lying and being in the County of Sutter, State of California, and is described as follows:-

All of those portions of the south half of Section 21, the south half of Section 22, the north half of Section 27, the northeast quarter of Section 28, Township 14 North, Range 2 East, M. D. B. & M., which lie westerly of a line described as follows:- Beginning at a point on the south line of the north half of Section 27, Township 14 North, Range 2 East, which point is north  $88^{\circ} 54\frac{1}{2}'$  west 787.05 feet along said south line from the quarter section corner on the east line of Section 27, and running thence from said point of beginning (true meridian) north  $18^{\circ} 08'$  west 656.53 feet; thence north  $18^{\circ} 03'$  west 4929.13 feet to a point on the north line of the south half of said Section 22; and easterly of a line described as follows:- Beginning at a point on the south line of the north half of said Section 27, which point is north  $88^{\circ} 54\frac{1}{2}'$  west 4266.56 feet from the quarter section corner on the east line of the said Section 27, and running thence from said point of beginning north  $18^{\circ} 05'$  west 5614.32 feet to a point on the quarter section lines running east and west through the centers of the said Sections 21 and 22.

The total acreage of all of the above described tracts being 431.20 acres more or less and being all of those portions of the south half of Section 21, the south half of Section 22, the north half of Section 27, and the northeast quarter of Section 28, Township 14 North, Range 2 East, M. D. B. & M., lying westerly of a line parallel to and 300 feet distant at right angles westerly from the East Line of the Sutter By-pass and easterly of a line parallel to and 350 feet distant at right angles easterly from the West Line of the Sutter By-pass, as said lines are located and staked on the ground and as said lines were adopted by the Reclamation Board on January 6, 1914.

The easement and right of way hereinabove described, over the land hereinabove described, are to be used for the purposes of the said Sutter By-pass, in accordance with said plan of flood control.

It is understood and agreed that there shall be and is hereby reserved to the first party, and to its successors in interest and assigns, the right to use said land hereinabove described at any and all times and in any manner which will not in any way obstruct or interfere with the said right and easement for the purposes of said by-pass, or with any of the said rights or privileges; and to that end the first party, and its successors in interest and assigns, shall forever have the right to the possession of said land and the right to farm, cultivate and enjoy the same, and the rents, issues and profits thereof, the rights of the second party being confined to the right and easement hereinbefore described; provided, however, that nothing shall be done or constructed upon said land which will obstruct or interfere in any way with the free flow of water in or through said by-pass, or with any of the rights or privileges hereby sold and conveyed to the second party; but the first party hereby reserves the right at all times to have and maintain one or more lines of fences across said land, with posts at such distance apart as may be designated by the Reclamation Board; and it is expressly understood and agreed that said posts may remain standing during the time of flood waters unless the same shall be found by the Reclamation Board to interfere with the free flow of said waters, and the first party be so notified; provided, further, that the wires or boards strung between said posts shall be taken down by the first party each year prior to the period of flood waters upon said land.

It is further understood and agreed that the right and easement hereby granted shall not be deemed to entitle the second party or its successors in interest to construct, excavate or maintain upon any part of said land hereinbefore described any canal or ditch, nor

to use said land or any part thereof for any purpose other than the rights and easements hereinabove expressly conveyed.

The aforesaid right and easement does not, and shall not be deemed to, include the right of building or throwing up any levee or embankment upon any portion of the land hereinbefore described for confining the waters therein.

IN WITNESS WHEREOF, and at the date hereinabove first written, the said NORTHERN CALIFORNIA LAND COMPANY, the party hereto of the first part, pursuant to a resolution of its Board of Directors authorizing the same, has caused its corporate name to be hereto subscribed and its corporate seal to be hereto affixed by its President and Secretary, and the said SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT, the party hereto of the second part, acting by and through the Reclamation Board, has caused its corporate name to be hereto subscribed and the seal of the Reclamation Board which is also the seal of said Sacramento and San Joaquin Drainage District to be hereto affixed by the \_\_\_\_\_ President and Assistant Secretary of said Reclamation Board thereunto duly authorized by a resolution duly passed and adopted by said Reclamation Board.

NORTHERN CALIFORNIA LAND COMPANY

By Jno M Kelgarif  
President.

Seal

By Fred H Beaver  
Secretary.

SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT

By A B Fletcher  
\_\_\_\_\_  
President of the Reclamation Board.

Seal

By Edith L Grove  
Assistant Secretary of the Reclamation Board.

100 lbs Rec  
Stamp affixed  
7/20/1914

State of California }  
County of Sacramento } ss.

On this ~~27~~ <sup>25<sup>th</sup></sup> day of April, 1918,  
before me, C. G. Twogood  
~~Edmund G. Baith~~, a Notary Public in and for  
the County of Sacramento, State of California, personally appeared  
A. B. Fletcher, known to me to be the  
President, and Edith S. Grove known to me to be  
the Assistant Secretary, of the Reclamation Board,  
and known to me to be the persons by whom, as such  
President and Assistant Secretary of the Reclamation Board,  
respectively, the foregoing instrument was executed for and on  
behalf of the Sacramento and San Joaquin Drainage District, and  
acknowledged to me that said Sacramento and San Joaquin Drainage  
District executed the same.

WITNESS my hand and official seal at the date in this  
certificate first above written.

(Seal)

C. G. Twogood  
Notary Public in and for  
the County of Sacramento, State  
of California.

State of California

City (City) County of San Francisco } ss.

On this 27<sup>th</sup> day of April, 1918,  
before me, Edwin G. Bath, a Notary Public in and  
for the City and County of San Francisco, State of  
California, personally appeared Jno M Kelganif  
known to me to be the President, and Fred H Beaver  
known to me to be the Secretary, of NORTHERN CALIFORNIA LAND  
COMPANY, the Corporation that executed the foregoing instrument,  
and known to me to be the persons by whom said instrument was  
executed for and on behalf of said corporation, and acknowledged to  
me that said corporation executed the same.

WITNESS my hand and official seal at the date in  
this certificate first above written.

Edwin G. Bath

the City and County of San Francisco,  
Notary Public in and for  
State of California.



#606

RECD. 8-13-56

BOOK 452 CR 595

1 LLOYD H. BRUCE  
 United States Attorney  
 2 ERNEST STARBUCK, JR.  
 Assistant United States Attorney  
 3 Room 402 Post Office Building  
 7th and Mission Streets  
 4 San Francisco 1, California  
 5 Attorneys for Plaintiff

*Recd # 2186*

8 IN THE UNITED STATES DISTRICT COURT  
 9 IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA  
 NORTHERN DIVISION

11 UNITED STATES OF AMERICA,

12 Plaintiff,

13 vs.

No. 6696

14 156.42 Acres of land, situate in Sutter  
 County, California, SACRAMENTO AND SAN  
 15 JOAQUIN DRAINAGE DISTRICT, et al., and  
 16 UNKNOWN OWNERS,

17 Defendants.

18 SATISFACTION OF JUDGMENT

19 For and in consideration of the sum of ONE THOUSAND ONE HUNDRED EIGHTY-  
 20 ONE AND 30/100 DOLLARS (\$1,181.30), receipt of which is hereby acknowledged,  
 21 full satisfaction is acknowledged of that certain Preliminary Judgment as to  
 22 Tracts Nos. (21), (2c) and (2f) entered and filed in the above action on January  
 23 11, 1956, in favor of Sacramento and San Joaquin Drainage Agency, a State agency,  
 24 for the taking of said Tracts (2d), (2c) and (2f), as described in the Complaint  
 25 in Condemnation on file herein; and the Clerk of the Court is hereby authorized  
 26 to enter said satisfaction of record.

27 Dated: August 1, 1956.

29 SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT,  
a State Agency,

30 By \_\_\_\_\_  
31 Its \_\_\_\_\_

32 By George H. Holmes

76-2039

①

#805

1 LLOYD H. BURKE  
2 United States Attorney  
3 JOHN E. LYNCH  
4 Assistant United States Attorney  
5 Room 423 Post Office Building  
6 San Francisco 1, California  
7  
8 Attorneys for Plaintiff

RECORDED  
JAN 11 1955  
W. CALVERT  
Clerk

8 IN THE UNITED STATES DISTRICT COURT  
9 IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA  
10 NORTHERN DIVISION

11 UNITED STATES OF AMERICA,  
12 Plaintiff,  
13 vs.  
14 156.42 Acres of land situate in  
15 Sutter County, California, SACRAMENTO  
16 AND SAN JOAQUIN DRAINAGE DISTRICT  
17 et al., and UNKNOWN OWNERS,  
18 Defendants.

No. 6695

18 STIPULATION FOR JUDGMENT

19 IT IS HEREBY STIPULATED AND AGREED by and between the  
20 United States of America, hereinafter called plaintiff, and Sacra-  
21 mento and San Joaquin Drainage District, a State agency, herein-  
22 after called defendant, that:

23 The Complaint in this action was filed on the 18th day  
24 of July, 1954, to condemn the fee simple title to Tracts (a),  
25 (2a), (2d), (2e), and (2f) described therein, subject, however,  
26 to the rights and easements more particularly set forth in  
27 Paragraph 4 of said Complaint; that on the 9th day of May, 1955,  
28 a Notice of Dismissal was filed dismissing Tracts (2) and (2a)  
29 from the proceeding.

30 Defendant acknowledges that it has been served with  
31 process or has otherwise appeared in this action and hereby

1 agrees to accept the sum of ONE THOUSAND ONE HUNDRED EIGHTY-ONE  
2 AND 30/100 DOLLARS (\$1,181.30), without interest, as full,  
3 adequate and just compensation for the taking thereof; that  
4 defendant hereby consents that a Preliminary and Final Judgment  
5 may be entered, without notice to said defendant, condemning  
6 said Tracts (2d), (2e), and (2f), and awarding defendant the  
7 above mentioned agreed sum therefor.

8 It is further agreed that said sum may be paid to the  
9 Western Title Insurance and Guaranty Company, 130 Montgomery  
10 Street, San Francisco, California, as agent for defendant, which  
11 company has agreed to act as agent for defendant, without cost  
12 to it, for the purpose of discharging any and all liens and  
13 encumbrances against the property subject to this Stipulation  
14 and to remit the balance remaining to defendant.

15 IN WITNESS WHEREOF, the parties have hereunto set their  
16 hands this 28th day of October, 1955.

18 UNITED STATES OF AMERICA

19 By John E. Lynch  
20 JOHN E. LYNCH  
21 Assistant United States Attorney

22  
23 SACRAMENTO AND SAN JOAQUIN DRAINAGE  
24 DISTRICT, acting by and through  
25 The Reclamation Board

26 By A. R. GALLAWAY  
27 A. R. Gallaway  
28 President

29 I hereby certify that the annexed  
30 instrument is a true and correct copy  
31 of the original on file in my office.

32 Clerk of the Court  
Northern District of California

33 By [Signature]  
Deputy Clerk

76-2039

RECD. 3-14-56  
BOOK 447 OR 230

Endorsed: Filed  
Jan 11, 1956  
C. W. Calbreath,  
Clerk

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ALTO H. NYRE  
United States Attorney  
JAMES EARL RYAN, JR.  
Assistant United States Attorney  
Third Floor, Office Building  
701 and Mission Streets  
San Francisco 1, California  
  
Attorney for Plaintiff

IN THE UNITED STATES DISTRICT COURT  
IN AND FOR THE SOUTHERN DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

vs.

vs. 6096

150.42 Acres of land, situate in Sutter  
County, California, CALIFORNIA AND SAN  
JUANIN DRAINAGE DISTRICT, SACRAMENTO  
DISTRICT No. 124; SACRAMENTO DISTRICT  
No. 124; TULL OIL COMPANY, a corporation,  
SUTTER RIVER FERTILIZER COMPANY, a corpora-  
tion, COUNTY OF SUTTER, et al., and UNKNOWN  
PERSONS,

Defendants.

PRELIMINARY JUDGMENT AS TO TRACTS Nos. (20), (21) AND (22)

Pursuant to Stipulation for Judgment heretofore entered into by and  
between the United States of America, plaintiff, and the Sacramento and San  
Joaquin Drainage District, a State agency, defendant, filed herein on January  
11th, 1956, the Court finds:

I.

That the Complaint was filed in this action on July 16, 1952 to condemn  
the fee simple title to Tracts Nos. (20), (21) and (22), subject to the follow-

(a) Easements for roads, highways, and public utilities, if any  
exist. An account for storage rights, reading substantially as  
follows:

76-2039

(4)

The right and easement for the benefit of the Sacramento and San Joaquin Drainage District for the passage of all waters of the Sacramento River Flood Control Project over, upon, and across the property described herein, together with the right to clear any and all of said land, and to keep the same clear of any and all timber, brush, undergrowth, weeds, tules, or other obstructions, natural or artificial, to the free flow of water of any and all descriptions, and to enter through its employees, agents or contractors, or other persons or agencies acting under its authority upon said land at any and all times with such men, teams, machines, tools, appliances, and appurtenances as may be found necessary or convenient for any of the purposes aforesaid, and for the further purpose of taking from said lands material for the construction and maintenance of a levee and appurtenant works.

ED

for the construction and maintenance of a levee and appurtenant works.

(1) A mineral reservation reading substantially as follows:

The reservation for the benefit of the Sacramento and San Joaquin Drainage District, its successors and assigns, of all oil, gas, oil shale, coal, kerosene, sodine, gold, silver and all other mineral deposits, whether similar to those herein specified or not, is, on or under the surface of said land, or any part of said lands, and all the rights of ownership therein, and also reserving the right and license of exploring, prospecting for, mining, developing and operating for any or all of said products upon said land, or any part of said land, and of erecting thereon all necessary buildings, pipe lines, machinery and equipment necessary in and about the business of mining, developing or operating for any of said products, hereby reserving to the Sacramento and San Joaquin Drainage District, its successors and assigns, all of the rights of a full owner operating on his own land, according to all the privileges and customs of the field that may be developed about said tract of land, and reserving to the Sacramento and San Joaquin Drainage District, its successors and assigns, the right to use such part of the surface of said land as may be necessary or convenient in the development or extraction of any or all of said products, and also reserving to the Sacramento and San Joaquin Drainage District, its successors and assigns, the right to lay, maintain and operate pipe lines for oil and gas and water or other substances.

BIL  
&  
M/R  
RESERVED

II.

That the use for which the property subject of this action is taken and condemned by plaintiff is one authorized by law, and the said property and the taking thereof is necessary and suited to said use.

III.

That all parties interested directly or indirectly in said property have been personally served with process or have appeared in said actions that said property, together with all claimants and parties interested therein, are within the jurisdiction of this Court, which has power and authority to enter this Preliminary Judgment.

IV.

That all taxes and assessments against the property hereinafter in Paragraph VII described have been paid, and discharges of any interest in and to said property and in any compensation to be awarded thereby have been

1 filed by the following defendants, when the Court finds have no interest in  
2 said property or in the compensation to be awarded for the taking thereof:

3 Reclamation District No. 1000;

4 Reclamation District No. 1001; and

5 County of Butte.

6 V.

7 That declarators of any interest in said Tract (2d) hereinafter  
8 in Paragraph VII described and in aid to any compensation to be awarded there-  
9 for have been filed by the following defendants, when the Court finds have no  
10 interest in said property or in the compensation to be awarded for the taking  
11 thereof:

12 Shell Oil Company, a corporation; and

13 Sutter Home Investment Company, a corporation.

14 VI.

15 That defendant, Respondent and San Joaquin Irrigation District, a State  
16 agency, and the owner in fee simple of the property hereinafter described at  
17 the time said Complaint was filed and by the terms of a written Stipulation  
18 for Judgment filed herein, said defendant has agreed to accept the sum of ONE  
19 THOUSAND ONE HUNDRED EIGHTY-ONE AND 30/100 Dollars (\$1,181.30), without interest  
20 set, etc, and the Court finds said sum to be the full, adequate and just com-  
21 pensation for the taking thereof.

22 VII.

23 That the property subject of this preliminary judgment is situate in  
24 the County of Butte, State of California, and more particularly described as  
25 follows:

26

27 <sup>2d</sup>  
TRACT (2d)

TRACT (2d)

22E  
(22E-14N-2E)

Township Fourteen (14) North, Range Two (2) East, Mount Diablo Meridian; A strip of land 300 feet in width parallel with and adjoining the present westerly right of way line of the east levee of the Sutter By-pass situate in the SW ¼ of Sec. 15, which point is N 88° 41' W 4314.49 feet from the ¼ section corner common to Sec. 14 and 15, T 14 N, R 2 E, M. D. B. & M.; thence along said westerly right of way line S 18° 03' E 5607.43 feet to a point in the southerly line of said N ½ of Sec. 22; thence along said southerly line N 88° 37' W 318.12 feet to an intersection with a line parallel with and distant 300 feet at right angles from said westerly right of way line; thence N 18° 03' W along said parallel line 5607.03 feet to a point in said northerly line of the SW ¼ of Section 15; thence S 88° 41' E 317.99 feet to the point of beginning; and containing 38.62 acres more or less.

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(6)

1 right of way line; thence S. 12° 03' W. along said parallel  
2 line 3477.03 feet to a point in said northerly line of the S. W. 1/4  
3 of Section 25; thence S. 00° 41' E. (11.0) feet to the point of  
4 beginning; and containing 38.62 acres more or less.

38.62

5 Township Fourteen (14) North, Range Two (2) East, Mount Diablo  
6 Meridian: A strip of land 300 feet in width parallel with and adjoin-  
7 ing the present westerly right of way line of the east levee of the  
8 Sutter By-Pass situate in the S. 1/2 of Sec. 22 and the S.E. 1/4  
9 of Sec. 27, T. 14 N., R. 2 E., S. D. B. S. N., and more particularly  
10 described as follows:

11 Beginning at a point in the southerly line of said S. E. 1/4  
12 of Sec. 27 distant N. 00° 34' 15" W. 315.25 feet from the easterly  
13 1/4 section corner of said Sec. 27; thence N. 00° 34' 15" W. along  
14 said southerly line 199.0 feet; thence S. 12° 00' W. 572.70 feet on  
15 a line parallel with and distant 300 feet westerly at right angles  
16 from the aforesaid westerly right of way line; thence continuing along  
17 said parallel line S. 10° 03' W. 5019.47 feet to a point in the nor-  
18 therly line of said S. 1/2 of Sec. 22; thence along said northerly line  
19 S. 05° 37' E. 31.12 feet to a point in said westerly right of way line;  
20 thence along said westerly right of way line S. 11° 03' E. 4389.23  
21 feet; thence continuing on said right of way line S. 12° 00' E.  
22 626.53 feet to a point distant S. 12° 00' W. 401.0 feet from the  
23 southerly line of said S. E. 1/4 of Sec. 27; thence S. 75° 50' 15"  
24 W. 455.00 feet to the point of beginning; and containing 38.47 Ac.  
25 more or less.

26  
27 TRACT (24)

28 Township Fourteen (14) North, Range Two (2) East, Mount Diablo  
29 Meridian: In section twenty-seven (27), part of the Northwest  
30 quarter (NW 1/4), and in section thirty-four (34), part of the West  
31 half Northwest quarter (W 1/2 NW 1/4), described as follows: Begin-  
32 ning at the Northwest corner of said section thirty-four (34); thence  
33 N. 0° 15' E., 415.0 feet; thence along a line which is parallel to  
34 and 300 feet distant at right angles southerly from the North line  
35 of Sutter By-Pass as fixed by resolution of the Reclamation Board  
36 of California on June 10, 1914, S. 03° 20' E., 623.0 feet; thence  
37 along a curve to the left which is parallel to and 300 feet distant  
38 at right angles southeasterly from said North line of Sutter By-Pass,  
39 said curve having a radius of 450 feet and a central angle of 112° 02'  
40 a distance of 1,103.9 feet; thence along a line which is parallel  
41 to and distant 300 feet at right angles northwesterly from the West  
42 line of the Sutter By-Pass as fixed by resolution of the Reclamation  
43 Board of California on January 6, 1914, S. 12° 00' E., 640.0 feet;  
44 thence S. 77° 12' E., 330.0 feet; thence S. 12° 00' E., 640.0 feet;  
45 thence along a curve to the right which is parallel to and distant  
46 300 feet at right angles northeasterly from said North line of  
47 Sutter By-Pass, said curve having a radius of 500 feet and a  
48 central angle of 49° 32 1/2', a distance of 360.4 feet; thence  
49 S. 57° 24 1/2' W., 1,015.70 feet; thence S. 54° 01' W., 435.0 feet;  
50 thence S. 62° 20' W., 571.32 feet; thence S. 0° 20' E., 217.32  
51 feet, more or less to the point of beginning, and containing 20.75  
52 acres, more or less.

53  
54 TRACT (25)

55 Township Fourteen (14) North, Range Two (2) East, Mount Diablo  
56 Meridian: In section thirty-four (34), part of the West half North-  
57 west quarter (NW 1/2) and east of the easterly right of way  
58 boundary of the east levee of the Sutter By-Pass; and more par-  
59 ticularly described as follows: Beginning at the center of section thirty-

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1 four (34), Township American (14) North, Range Two (2) East,  
2 N. E. 1/4; thence S. 87° 01' W., 2,300.00 feet to the easterly  
3 boundary of the levee right-of-way of Reclamation District No. 1500;  
4 thence along said easterly boundary S. 28° 23' E., 1,000.00 feet;  
5 thence S. 13° 42' E., 410.00 feet; thence N. 24° 23' E., 640.00 feet;  
6 thence E. 87° 10' W., 1,000.00 feet to a point on the north line of  
7 Southwest quarter (1/4) of section thirty-four (34); thence S.  
8 09° 45' E., 300.00 feet to the point of beginning, containing  
9 14.20 acres, more or less.

10 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that  
11 for the taking of the property hereinabove in Paragraph VII described the sum  
12 of ONE THOUSAND ONE HUNDRED EIGHTY-ONE AND 30/100 DOLLARS (\$1,181.30), without  
13 interest, is hereby awarded to the defendant, Sacramento and San Joaquin River  
14 and District, a State agency, and that simultaneously upon the payment of said  
15 sum in the Registry of this Court by the plaintiff, the title to said property  
16 in fee simple, subject to the rights and encumbrances hereinabove in Paragraph  
17 I set forth, shall vest in the United States of America, free and discharged  
18 of all liens and claims of every kind whatsoever, and the Clerk of the above  
19 entitled Court is hereby directed to pay said sum to Eastern Title Insurance  
20 and Guaranty Company, as agent for defendant, Sacramento and San Joaquin River  
21 and District, a State agency, forthwith upon the deposit of said sum in the  
22 Registry of the Court by the plaintiff.

23 Done: January 11th, 1936.

24 \_\_\_\_\_  
25 United States District Court,  
26 Northern District of California.

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EDWARD S. HAYDEN  
United States Attorney  
EDWARD S. HAYDEN, JR.  
Assistant United States Attorney  
Room 412 Post Office Building  
7th and Mission Streets  
San Francisco 1, California

Attorneys for Plaintiff

Endorsed: Filed  
Mar. 21, 1956  
C. W. Calbreath,  
Clerk

IN THE UNITED STATES DISTRICT COURT  
IN AND FOR THE SOUTHERN DISTRICT OF CALIFORNIA  
NORTHERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

vs.

No. 6696

190.49 Acres of land, situate in Butte  
County, California, MOREMOUNT AND SAN  
JOAQUIN DRAINAGE DISTRICT, et al., and  
EROMAN GRANTS,

Defendants.

FINAL JUDGMENT AS TO TRACTS NOS. (24), (25) AND (26).

It appearing that on the 11th day of January, 1956, a Preliminary Judgment as to Tracts Nos. (24), (25) and (26) was entered in this action as to the defendant, Moremount and San Joaquin Drainage District, a State Agency, concerning the land therein described as Tracts Nos. (24), (25) and (26), and decreeing that title to said land in fee simple, subject to the rights and assessments more particularly set forth in said Preliminary Judgment, will vest in the United States of America, subject to said rights and assessments, simultaneously upon the payment by the United States of America into the Registry of the State Court of the sum of ONE THOUSAND ONE HUNDRED AND SEVENTY DOLLARS (\$1,171.50), without interest thereon, as full, adequate and just compensation for the taking aforesaid; that said Preliminary Judgment was recorded on March 10, 1956, in Vol. 147, page 710, Official Records of Butte County,

