

- Less 204

**CHAIN of TITLE for STEVE FIELDS PROPERTY  
compiled JANUARY, 1996**

<u>FIRST PARTIES</u>	<u>SECOND PARTIES</u>	<u>VOL. of DEEDS</u>	<u>PAGE</u>	<u>DATE</u>
Burbank	Hicks	Vol. 2	441	October, 18 1862
Hicks	Bradley	Vol. 4	19	May, 21 1866
Hicks	Flint & Crowell	Vol. 4	23	June, 11 1866
Flint	Threifall	Vol. 6	105	February, 14 1870
Threifall	Oakdale Land & Improvement Co.	Vol. 48	114	August, 28 1890
Oakdale Land & Improvement Co.	Stanislaus & San Joaquin Water	Vol. 55	577	September, 12 1895
Oakdale Land & Improvement Co.	Moulton	Vol. 97	48	October, 1905
Moulton	WL & Ed Rodden	Vol. 97	118	January, 1906
<u>INSTRUMENT NO.</u>				
Rodden	Knierr	1926		February, 1929
Rodden	Knierr	614-1615		January, 1932
Knierr	Brown	6849		1935
Brown	Cook	12252		April, 1959
Cook	Orvis	39158		October, 1963
Orvis	American Diversified	64780		June, 1984
American Diversified	Steve Fields	64782		June, 1984

- Oakdale Land <sup>and</sup> Improvement  
Company.

- Stanislaus <sup>and</sup> San Joaquin Water Comp.

Grant of Right of Way:  
These Presents Witnesseth  
That for <sup>and</sup> in considera-  
tion of Five <sup>00</sup> Dollars  
in hand paid to Oak-

dale Land <sup>and</sup> Improvement Company a corporation duly or-  
ganized <sup>and</sup> incorporated under <sup>and</sup> by virtue of the laws of  
the State of California, <sup>and</sup> having its office <sup>and</sup> principal place  
of business in the city <sup>and</sup> County of San Francisco, State of Cali.

fornia, the party of the first part, by the Stanislaus and San Joaquin Water Company, a corporation duly organized and incorporated under and by virtue of the laws of the State of California, and having its Office and principal place of business in the City and County of San Francisco, State of California, the party of the second part, the said party of the first part, hereby grants to the said party of the second part, its successors and assigns a right of Way for the excavation, construction and maintenance of an irrigation canal, not to exceed Sixty feet in width and to be located as follows to wit: Commencing at a point on the West line of Section number Nineteen (19) Township number One (1) South of Range number Eleven (11) East of Mount Diablo Base and Meridian in the County of Stanislaus State of California, where the Canal of the said party of the second part crosses the said line of said Section and running thence with a uniform width of sixty (60) feet, South 70° West 3000 feet, thence South 85° West 46.250 feet to a point on the east line of lands formerly owned by A. C. Paulsell in Section number One (1) Township number Two (2) South of Range number Ten (10) East of Mount Diablo Base and Meridian (said lands being now owned by the estate of A. C. Paulsell deceased) 166 feet North of the North bank of the Stanislaus River situated lying and being in the County of Stanislaus, State of California. This Grant is made, however, upon and subject to the following conditions to wit:

First: That if the said party of the second part its successors or assigns, for any reason shall cease to use the land wherein said right of way is conveyed for the purpose for which said right of way is hereby conveyed, and permanently abandon the same, then the said right of way, together with any and every right, title and interest of said party of the second part, its successors and assigns, of in and to the said lands, by virtue hereof shall revert to and reinvest in the said party of the first part, its successors and assigns, free from all such uses.

Second: That the said party of the first part shall, in no event, be liable for any damages at any time done to the said

canal by or through the live stock of itself <sup>and</sup> tenants.

Third; That the said party of the first part shall have the right <sup>and</sup> privilege of watering its stock from the said canal free of cost.

Fourth; That all questions as to damages which may at any time, arise by reason of any breakage of the said canal suffered by said party of the first part, shall be, if the said parties cannot agree upon the same, submitted to arbitration in the manner as follows, to wit; One Arbitrator to be chosen by the said party of the first part, one to be chosen by the said party of the second part, <sup>and</sup> in case the said arbitrators so chosen cannot agree then the said arbitrators may choose a third arbitrator the decision of any two of the said arbitrators to be final <sup>and</sup> binding upon each of the said parties hereto.

Fifth; That the said party of the first part is to have the right to plant Trees along the border of said right of way <sup>and</sup> to cultivate the same, provided, always, that in the cultivation thereof, it shall not damage the banks of the said canal.


Sixth; That the said party of the second part shall maintain, at its own cost <sup>and</sup> expense, at all times, all fences now built <sup>and</sup> constructed across the said canal.


Seventh; That the said party of the second part shall build, at its own cost <sup>and</sup> expense a good <sup>and</sup> substantial bridge when designated by the said party of the first part. across the said canal.

In Witness Whereof the said party of the first part by Mendel Esberg its President <sup>and</sup> Louis Kahn its Secretary, ~~themselves~~ <sup>themselves</sup> duly authorized, ~~themselves~~ <sup>themselves</sup> do hereby set its corporate name <sup>and</sup> affixed its corporate seal this 8<sup>th</sup> day of August 1895.



Oakdale Land <sup>and</sup> Improvement Company  
By Mendel Esberg President  
By Louis Kahn Secretary.

State of California } ss. On this 13<sup>th</sup> day of August in the year  
 County of Stanislaus. } of our Lord One Thousand eight hundred  
 and Ninety five before me E. L. Parkis  
 a Notary Public in and for said County and State, residing therein, duly  
 commissioned and sworn personally appeared Louis Kahun known  
 to me to be the Secretary of the Corporation that executed the within  
 instrument and acknowledged to me that such Corporation execu-  
 ted the same. In Witness Whereof, I have hereunto set my hand  
 and affixed my Official Seal, the day and year in this Certificate  
 first above written.  E. L. Parkis Notary Public.  
 In and for Stanislaus County State of California.

State of California. } ss. On this eighth day of August  
 City and County of San Francisco. } in the year One Thousand eight  
 Hundred and Ninety five before  
 me Louis Krinninger, a Notary Public, in and for said City and  
 County, residing therein, duly commissioned and sworn personally  
 appeared Mendel Esberg known to me to be the President of the  
 Oakland Land and Improvement Company the Corporation that  
 executed the within instrument, and he duly acknowledged to  
 me that such Corporation executed the same. In Witness Whereof  
 I have hereunto set my hand and affixed my official seal the  
 day and year in this Certificate first above written.  
 L. Krinninger Notary Public, In and for  
 the City and County of San Francisco, State of California

Recorded at Request of Wells Fargo Co Sept 12 1895. at 15 No in part  
 Booklock P. No. L. W. Post. Recorder.

EMILY HONOR

By: *Emily M. Honor* deputy

Stanislaus County Clerk-Recorder

DONNA LINDER

JAN 29 2025



I certify this copy to be a true copy of the instrument in this office, Attest