

STOCK SUBSCRIPTION AND CONTRACT

Know All Men by These Presents, That I, LARRY AND JEANIE LOWE hereby subscribe for and agree to take 110 shares of the capital stock of the Orland Unit Water User's Association, a corporation duly organized under the laws of the State of California, and in conformity with the Articles of Incorporation and By-Laws of said Association and consideration of the benefits to be received therefrom, I hereby covenant and agree as follows:

1. The said shares of stock and all rights and interests represented thereby or existing or accruing by reason thereof, or incident thereto, are to be inseparably appurtenant to the following described real estate, that is to say:

16 AC IN THE SO $\frac{1}{2}$ OF LOT 64 OF THE MURDOCK SUBDIVISION LAYING SO OF LATERAL
10 * 40 AC. IN THE N/E $\frac{1}{4}$ OF THE S/E $\frac{1}{4}$ * 40 AC. IN THE N/W $\frac{1}{4}$ OF THE S/E $\frac{1}{4}$ *
4 AC. IN THE EAST $\frac{1}{2}$ OF THE N/E $\frac{1}{4}$ OF THE S/W $\frac{1}{4}$ OF SECTION 13, TOWNSHIP 22,
ANGE 4W, M.D.B + M.

CONTAINING 110 IRRIGABLE ACRES.

2. The Undersigned Herby Agrees, That the right to any water heretofore appropriated by him, or his predecessors in interest, for the irrigation of the lands above described or customarily used thereon, all become appurtenant to such lands and be and remain incident to the ownership of the above shares appurtenant to such lands. There shall further incident to the ownership of such shares, the right to have such water delivered to the owner thereof by the Association for the irrigation of said lands, as the Association shall from time to time require or control means for that purpose: Provided, That the whole amount of water actually delivered to such lands from all sources shall not exceed the amount necessary for the proper cultivation thereof.

3. It is Agreed and Understood that the records of the Association, as well as the certificate or other evidence of ownership of the shares of stock in the Association, when issued, shall contain a description of the lands to be irrigated, as appurtenant; and all rights, whatever their source or whatever their manner of acquisition, to the use of water for the irrigation of said lands, shall hereafter be forever inseparably appurtenant thereto, together with the said shares of stock and all rights and interests represented thereby or existing or accruing by reason thereof, unless such rights shall become forfeited under the provisions of this contract, or of the By-Laws of the Association, or by operation of law, or by the voluntary abandonment thereof by deed, grant, or other instrument, or by nonuser for the term prescribed by law; but no such abandonment shall be for the benefit of any person designated by the undersigned or his successor, directly or indirectly, or to his use, not confer any right whatsoever upon the holder of any grant, release, waiver, or declaration of abandonment of any kind: Provide, however, That if for any reason it should at any time become impracticable to beneficially use water for the irrigation lands to which the right to use of the water is appurtenant, the said right may be severed from said land and simultaneously transferred and attached to other lands to which shares of stock in this Association are held thereby be made appurtenant, if a request for leave to transfer, showing the necessity therefor, shall have first been allowed by a two-thirds vote of the Board of Directors at a regular meeting and approved by the Secretary of the Interior.

4. Every transfer of the title to said lands to which the said rights and shares are appurtenant, whether by grant or by operation of law (except where the land may be subjected by grant, or involuntarily under any law, to an easement, the exercise of which does not interfere with the cultivation of the soil by the servient owner), shall operate, whether it be so expressed therein or not, as a transfer to the grantee's successor in title of all rights to the use of water for the irrigation of said lands, also all rights arising from or incident to the ownership of such shares as well as the shares themselves, and upon presentation to this Association of proof of any such transfer of land, a proper officer shall transfer such shares of stock upon its books to the successor in title to said lands.

5. Any transfer or attempted transfer of any of the above shares by this Association made or suffered by the owner thereof, unless simultaneously a transfer to the land to which they are appurtenant is made and suffered to or in favor of the same party, shall be of no force or

effect for any purpose, and shall confer no rights of any kind whatsoever on the person or persons to whom such transfer may have been attempted to be made.

6. The undersigned or his transferee agrees to make prompt application to the proper authorities of the United States for a water right for the land represented by his shares, and duly proceed to the perfection thereof, in full compliance with the law applicable thereto and the rules and regulations established in pursuance thereof, as soon as official announcement shall be made that water for such lands is available from the works constructed, owned, or controlled by the United States.

7. The undersigned shall, as prescribed in this contract, make application to the proper representative of the United States for a water right, at a rate not exceed one acre for each share. Upon proper proof to the Association that such application has been accepted, and that he has complied with all the requirements in relation thereto, such subscriber shall be deemed to have paid on his stock the amount then paid to or for the use of the United States for such rights.

8. Calls and assessments shall be made and levied from time to time for the collection of the amounts due on the shares of the stock of the Association, in pursuance of the requirements of the United States in connection with such water right applications; and when all payments required for such rights shall have been made, and when proper evidence of the perfection of such water right has been issued, his stock shall be deemed and held to have been fully paid up, and until fully paid he shall be liable therefor; and the payments due thereon in pursuance of assessments and calls duly made by the Association shall be a lien upon such lands and shares, and the said lien shall be enforced by the Association by foreclosure and sale of said stock and lands, or so much thereof as may be necessary, in the manner provided by law for the foreclosure of mortgages, and the purchaser at such sale shall be entitled to the benefit of all payments on the water right appurtenant to the land purchased, and shall take said lands subject to the obligations and conditions herein provided; but nothing herein shall be construed as permitting any redemption of such stock and lands except as provided in the By-Laws.

9. Assessments may be made from time to time as required for the operation, maintenance, repair, renewal, replacement, improvement, enlargement, or extension of the works owned, controlled, or to be maintained by the Association and for the construction, acquisition, or control of any works, property, or rights required in connection with the business of the Association and for the fulfillment of any obligation undertaken by it, or for the carrying out of any of its purposes.

10. It is understood and agreed that expenditures for purposes that are of benefit to a part only of the share-holders may be specially assessed against such share-holders in proportion to such benefits.

11. Assessments shall become from time to time, as they are made and levied, a lien on the said lands and shares of stock of the undersigned and his transferee, all rights and interests represented by said shares, and until they are paid or otherwise discharged, shall be and remain a lien thereon. The manner of enforcing said lien shall be by foreclosure and sale of the stock and lands as herein provided for payments on capital stock.

12. It is expressly understood that business may be begun and that the subscriber shall be liable for any assessments or calls made or levied after 5000 shares of the capital stock shall have been subscribed.

13. The undersigned furthermore grant...to the Association or to the United States, as the case may be, such right of way over the lands described herein as may be necessary for canals, tunnels, or other water conduits, and for telephone and electric transmission lines required in connection with the works constructed by the Association or by the United States for the use and benefit of the share-holders.

14. It is further understood that no stock-holder shall be entitled to more than 160 votes, and the benefit of any laws to the contrary is hereby expressly waived.

15. The undersigned furthermore agree...to be bound by all the terms, conditions, limitations, and provisions contained in the Articles of Incorporation and By-Laws of said Orland Unit Water User's Association, including all amendments thereto now existing or which may hereafter be duly adopted.

.. AUTHORIZED AT MELTON MILE 1000 FT
- 1000 FT -

In Witness Whereof, we have hereunto set our hands and
seals this 23 day of July, 1918.

(Signed) Harry Love

(Signed) Julie Love
(signature of wife)

Signed in the presence of

Victor J. Hehir
Laura Graham
Witnesses.

BOOK 627 PAGE 537

STATE OF Calf)
COUNTY OF Glenn) ss.

On this 23 day of Feb, in the year one thousand
nine hundred and 78 before me Keto L. Holvik, a Notary
Public in and for said Glenn County, residing therein, duly
commissioned and sworn, personally appeared

Larry Lowe and Jeanie Lowe

KNOWN TO ME TO BE THE PERSON S whose name S subscribed to the
within instrument, and has acknowledged that The X executed
the same.

IN WITNESS WHEREOF, I have hereunto set my

hand, and affixed my official seal at my office

in Oakland, County of Allegan the day and year

in this certificate first above written.

Victor Hobel

The above Subscription and Contract was accepted and approved by the ORLAND WATER USERS' ASSOCIATION, at a meeting of the Board of Directors held on the 10 day of July, 1975.

ORLAND UNIT WATER USERS' ASSOCIATION

By James F. Ward President.

Attest: Sharon McQuire By James J. Morrissey President.
Secretary

at _____ minutes past _____
o'clock _____ M., this _____ day
of _____, 19_____, in
my office, and duly recorded in Book _____
of _____
at Page _____

I hereby certify that this instrument was filed for record at the request of

Name Larry Lowe and Jeanie Lowe
P. O. Box 63, Orland, California 95963
Dated February 28, 1978 19 78

Stock Subscription and Contract

ORLAND UNIT WATER USERS' ASSOCIATION

No. 843

County Recorder