RESOLUTION.

Resolved: by the Board of Trustees of the City of Lodi that G.E. Lawrence,as President of said Board,be and he is hereby authorized to execute in the name and on behalf of said City of Lodi the instrument as to the flowage of sewage water in the canal of the Stockton and Mokelumne Canal Company,of which a copy is hereunto annexed.

Done in adjourned regular session of the Board of Trustees of the City of Lodi the 10th.of January,1910,by the affirmative votes of Trustees J.M.Blodgett,F.O.Hale,C.A.Rich and L.Villinger.

THIS INDENTURE, made the _____ day of January, 1910.

WITNESSETH: That The Stockton and Mokelumne Canal Company (a California corporation), for and in consideration of one dollar paid to it by The City of Lodi, the receipt where is of, hereby acknowledged, and of the terms and provisions hereof, hereby grants and conveys unto The City of Lodi, a municipal corporation of the State of California, located in the County of San Joaquin, the right in perpetuity and forever to discharge and flow the whole or any part of the sewage waters of and from the sewer system or the prospective sewer system of The City of Lodi, which do not contain more than 5% of sewage matter, and which have been treated as hereinafter provided, ascertained, defined and specified, into and along that part of the canal or main ditch of The Stockton and Mokelumne Canal Company beginning at a point on the line of said canal in Section Fourteen (14), Township Three (3) North, Range Six (6) East, M. D. B. & M., in said county of San Joaquin, twenty-six (26) feet South of the South line of that certain public road known as the Kettleman Road, and extending thence along the course of such canal or main ditch to its confluence with the Calaveras River, without other charge or cost to such city for such right and without any charge, cost or expense to such canal company for such waters.

The city of Lodi admits and hereby acknowledges that material parts of the consideration for its execution hereof by such canal company are, and said city thereof hereby promises, covenants and agrees.

1. That such sewage waters shall be treated and 95% of the sewage matter therein removed by and at the sole cost, expense and liability of said city, of which treatment and

removal such canal company shall be the arbiter, judge and controller.

2. That in case of epidemic caused by either zymotic ferment or by germs (bacterial) produced by, or liable to produce, or producing contagious disease, or in case of the presence in or about said sewage waters of any other substance, matter or thing whatever (not now herein expressed because now unforeseen) which may endanger or prevent or which does endanger or does prevent the free and reasonable use by such canal company of such sewage waters for the purposes for which such canal company exists, or of which the presence in such water or canal is a violation of law or ordinance or order or a nuisance, said city will, if required by such canal company so to do, promptly and at the cost, expense and liability of such city, so treat such water chemically as to prevent the infection of the waters in or of said canal, or so otherwise treat, handle or protect such sewage waters as to remove from such canal or the waters thereof or therein any such other substance, matter or thing, all in accordance with the directions and to the satisfaction of such canal company.

3. That it (such city) will at its own sole cost, expense and liability save and keep such canal company harmless and free from any action or proceeding, write, order, rule or ordinance at law or equity, or before or by or of any board or officer and from any writ, order, rule or oridnance and from any cost, expense or liability on account of the discharge and flow of such sewage waters into and along said canal or main ditch and on to their final destination, because such waters are sewage waters or because of the infection thereof

or of the presence therein of any such other substance, matter or thing, including trial or defense or any other steps, the immediate payment or satisfaction of any final judgment or order, and the immediate release or dissolution of any lien or writ or order against such canal company, and the immediate payment by said city to it of any counsel fees or other costs or expenses by it paid or incurred or for which it has become or is made liable.

4. That such canal company shall fix, determine and control the point of discharge of such sewage waters into such canal and the manner thereof: i. e. to say, the right of said city to enter upon the right of way of such canal company shall be solely for such purpose and subject to such determination and control.

5. That the rights of such canal company hereunder shall attach to and become a part of its said right of way and property and run with the same.

IN WITNESS WHEREOF, the parties hereto have caused t their corporate names to be signed and their coprorate seals to be attached by their respective officers, whose names are hereunto so officially subscribed, who have been duly and legally empowered, authorized and directed so to do.

_____

By _____

Attest:

_____

_____

By its president,

_____