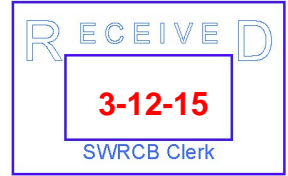


RUMIANO FARMS

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March 12, 2015

Dear SWRCB:

Fish and wildlife is one of Rumiano Farms highest priorities. Rumiano Farms hereby submits written comments for the SWRCB hearing for Consideration of a proposed Resolution to update and readopt a drought-related emergency regulation for curtailment of diversions due to insufficient flow for specific fisheries. Rumiano Farms hereby also incorporates Rumiano Farm's May 25, 2014 letter Re: Emergency Number 2014-0523-05E. SWRCB Emergency Regulation Article 24 Curtailment of Diversions Based on Insufficient Flow to Meet All Needs, which was submitted on that date to the SWRCB.

There would be a sufficient amount of water in Deer Creek at the Stanford Vina Ranch Irrigation Company (SVRIC) diversions if the SWRCB had not improperly issued appropriative rights to the waters of Deer Creek above the 1923 Tehama County Superior Court adjudication which fully settled the claims to waters of Deer Creek. The State of California was not a party to the 1923 adjudication and will find it has fraudulently appropriated waters and now wishes to fraudulently claim waters the state has no rights to.

Rumiano Farms has not received notification of the cost to duplicate any documents covered by Rumiano Farm's November 19, 2014 PRA request, which are pertinent to this matter.

Rumiano Farms has concerns that the State of California has a misguided notion that SVRIC, which was formed in 1920, holds some valid form of water right to the waters of Deer Creek in Tehama County above the landowners' rights. SVRIC was formed by the landowners within the United States Treaty Lands with documented rights back to at least 1848, predating the formation of SVRIC in 1920 and the State of California in 1850.

Attached to this email is a copy of the SVRIC Articles of Incorporation with some pertinent parts underlined. The Waters of Deer Creek are appurtenant to the lands and not to SVRIC. SVRIC owns no stock or irrigable lands. The Tehama County Superior Court in 1923 also found that "all of the said water and water rights of the said corporation are appurtenant to the said irrigable lands." Rumiano Farms is deeply concerned the SWRCB has made little or no effort to make sure all the water right holders to the waters of Deer Creek have been notified of this meeting of the SWRCB to intentionally defraud the senior water right holders to the waters of Deer Creek.

Thank you,

Gary Rumiano

Craig Rumiano

Keith Rumiano

ARTICLES OF INCORPORATION

First: That the name of said corporation is Stanford Vina Ranch Irrigation Company.

Second: That the purposes for which said Corporation is formed are:

To own and operate the Main Irrigation System heretofore owned by The Board of Trustees of the Leland Stanford Junior University on and about Deer Creek, in the County of Tehama, State of California, and conveyed in common to the original grantees of said Board of Trustees, for and in the interest of the purchasers of lands to be irrigated from said System, from said Board of Trustees, and of their successors in interest and to distribute water at cost from said System to the stockholders of this corporation, and not to any other person or persons, nor to the public or any portion thereof, for irrigation and for domestic uses on said lands. Such and said distribution is to be in proportion to the respective interests of said stockholders in the said system and in the waters belonging to or connected therewith, and under such regulations as may be provided by the By-Laws of the Corporation, and the law in such case made and provided.

To fix and collect upon and from its stockholders charges and assessments for maintenance, administration, construction and other requirements of the Corporation, the same to be based upon the shares of stock held by the stockholders, or in proportion to the amount of water used by them, or by both of said methods, as may be provided in said By-Laws, or by assessments levied in accordance with the laws of the State of California.

To appropriate, and otherwise acquire, water and water rights for such and said purposes in addition to those belonging to or connected with said Irrigation System, and to construct and operate any other ditches and other works for supplying water to said stockholders.

To acquire and own and operate any other property, both real and personal, which may be required or convenient for carrying out the purposes mentioned herein, and to do every act and thing necessary or requisite to carry out said purposes and objects.

To provide in its By-Laws for the method of collection of all general assessments

and special charges, and for fines and penalties for the violations of rules and regulations, and otherwise in accordance with Law.

To extend the operation of the Main Irrigation System of said Corporation into and over all or any portion or portions of the Irrigable Lands designated in said Articles of Incorporation as further provided for in these Amendments and in accordance with the regulations and By-Laws of the Corporation, and to construct and maintain such Ditches and Appurtenant Structures upon the tracts of said Irrigable Lands as were originally purchased from the Board of Trustees of the Leland Stanford Junior University, and to distribute water within and upon said tracts of land.

Third: That the place where its principal business is to be transacted is Vina, in the County of Tehama, State of California.

Fourth: That this Corporation shall have perpetual existence. [Amended 4-6-65]

Fifth: That the number of its directors shall be five, * * *

Sixth: That this Corporation is not formed for profit, but for the sole purpose of distributing water to its stockholders at cost, and that it has no Capital Stock except as set forth herein.

That the Capital Stock of this Corporation shall consist of shares in the Corporation and shall be represented by Certificates of Stock setting forth the number of shares owned by each stockholder.

Said Shares of Stock shall entitle the holders thereof to vote at any meeting of the stockholders of the Corporation in accordance with law and the provision of By-Laws, each share of stock to entitle the holder to one vote and each fraction of a share to such fraction of a vote.

The basis for the issuance of shares of stock shall be the acreages of land designated as irrigable under Contracts of Purchase or Deeds to those Incorporators, or their predecessors in interest, by The Board of Trustees of the Leland Stanford Junior University, of the Vina Ranch Lands, in said County of Tehama. Each acre of such land shall be represented by one share of stock, and each holder shall have issued to him

shares of the Capital Stock of the Corporation in accordance with the number of acres purchased by him of such and said irrigable lands.

Water from said System shall be distributed only to the owners of Capital Stock, as represented by such Certificates of Stock, and such stock and the water represented thereby shall be appurtenance to the said irrigable lands as owned by each stockholder. Such Certificates of Stock shall describe the lands to be irrigated by the water and water right represented thereby, and shall entitled the holder to have distributed to him for the irrigation of said lands such proportion of the water of said System as the acreage described therein shall bear to the whole acreage to be irrigated from said System.

Provision shall be made in the By-Laws of the Corporation that such and said stock shall be and become appurtenant to said irrigable lands in their respective ownerships as provided in Section 324 of the Civil Code of the State of California.

The original purchasers from said Board of Trustees, or their successors in interest, may subdivide and sell at will any portion or portions of their said irrigable lands and ratable interests in the water appurtenant thereto, and in such case Certificates of Stock shall be issued to such new purchasers in accordance with their respective interests, such shares of stock to be taken from those of the person or persons making the sales.

Seventh: The number of shares of Capital Stock of this Corporation shall be the number of acres of irrigable land sold by The Board of Trustees of the Leland Stanford Junior University under such and said Contracts of Purchase and Deeds as hereinbefore mentioned, to-wit: 5706.55 acres, said shares being of the par value of One Dollar each. *

* *

Eighth: (a) The administration of said Irrigation System and the expenses connected therewith shall extend to the construction and maintenance of the Main Irrigation System, and the Corporation shall administer the said system and provide for the expenses thereof, including the construction and maintenance of the Main Dams and Head Gates and Ditches for the diversion of water and for the delivery of the same to the various tracts of land where said Main Ditches now exist.

(b) This Corporation shall, in addition and subject to the provisions hereof, have at its election the power to construct and/or maintain Ditches and Appurtenant Structures within and over the tracts of Irrigable Lands originally purchased from the Board of Trustees of The

Leland Stanford Junior University or within and over any portion or portions thereof, and to deliver into and through such Ditches water from said Main Irrigation System.

The owner or owners of any such tract or tracts or portion or portions thereof to be served by any such additional Ditches shall secure, provide and grant to the Company the rights of way for any such Ditches and Appurtenant Structures and shall pay the costs and expenses of the construction and maintenance of such Ditches and of the delivery of water into and through such Ditches, in addition to the other charges and assessments mentioned in these Articles of Incorporation. Ditches and Appurtenant Structures, already laid out and constructed may be granted to the Company for the same purpose.

All these additional Ditches referred to in this subdivision (b) shall be known as Secondary Ditches. In speaking of them, the word "Ditch" or "Ditches" shall include all Appurtenant Structures and the word "maintenance" shall include the aforesaid delivery of water into and through such Ditches.

In case of subdivision of any parcel of land for which there exists a secondary ditch, the right of the owner of the Irrigable Land in any particular tract resulting from such subdivision to the use of such ditch shall be that portion of the use to which the tract which was divided was entitled, which that particular Irrigable Land which is within the said particular tract resulting from such subdivision and which is still to be served by such Ditch bears to all of that particular Irrigable Land in the parcel which was divided and for which the Ditch was established and constructed, it being understood that there may be more than one Secondary Ditch for a single parcel of land and that the word "Irrigable" Land means land in the class of "Irrigable" Lands as defined in the grant of the Irrigation System which was made by The Board of Trustees of the Leland Stanford Junior University and that it is the Irrigable Land which is entitled to the water, the obligation to the Company of any owner of any tract resulting from any such subdivision to bear expenses connected with the construction and maintenance of any Secondary Ditch shall be in proportion to his said Share or right of use of the same; the foregoing rule made applicable to the subdivision of a tract of land shall apply in case of resubdivision of a tract.

Where subdivision of a parcel of land has already occurred and the parcels resulting are served by a secondary Ditch, the owners of such parcels may grant such secondary Ditch to the Company and the effect of the grant shall be the same as if it had been made before subdivision occurred.

While a Secondary Ditch shall ordinarily be used only for those lands for which it was constructed, the owner or owners of any land concerned in any Secondary Ditch,

may with the Company's consent, enter into an Agreement with any other owner of land under the Stanford Vina Ranch Irrigation System whereby such other owner's irrigable land or a part or parts thereof shall receive water from such Secondary Ditch. All agreements and consents last referred to shall be in writing and shall show the manner in which the expenses of construction and/or maintenance of such Secondary Ditch shall be borne and paid by all the owners who will be concerned in such Secondary Ditch.

The charging by the Company and distribution by the Company of expenses for construction and maintenance of Secondary Ditches among different owners concerned in Secondary Ditches shall, in all cases not covered by the provisions of this Article, be on a basis that is equitable and reasonable and as prescribed by the By-Laws and/or Rules and Regulations of the Company, but those concerned in the use of Secondary Ditches shall, in all cases not covered by this article, have the right, with the written consent of the Company, to agree on the shares of expenses of construction and maintenance of Secondary Ditches to be severally borne by them and paid to the Company.

During the time land is under Executory Contract to sell whereby possession thereof belongs to the Vendee, the Vendee shall be liable for the landowner's expenses connected with the land so subject to sale, but this provision shall not affect the provisions herein which make such expenses a charge and lien on land. All owners in common of a tract of land shall be liable for the expenses connected with such tract and all expenses unpaid of any and all such owners shall be a charge and lien on the entire tract owned in common.

All construction and maintenance of Secondary Ditches and the collection and payment of the expenses thereof shall be subject to these Articles, and the By-Laws, Rules and Regulations of the Company and, in case of the exercise of any such powers as are herein provided, any and all provisions of law and of said By-Laws now or hereafter adopted and which relate to general and special charges, fines and penalties for violation of Rules and Regulations of the Company or non-observance of its requirements shall be applicable to the enforcement and collection of expenses of construction and maintenance of Secondary Ditches and delivering water therein. The Company may by its By-Laws, Rules and Regulations adopt and enforce remedies and penalties for the protection and enforcement of its rights connected with any Secondary Ditch which may be different from or in addition to remedies and penalties herein set forth.

When by virtue of these Articles and/or the By-Laws and/or Rules and Regulations of the Company different remedies are accorded, one remedy may be exercised without waiver of another and all remedies may be pursued until satisfaction is procured.

The Company shall at any and all times have authority to anticipate what the amount of expenses of construction and/or maintenance of Secondary Ditches may be which will fall upon any landowner or landowners and to exact and require as a condition of doing of any work of construction and/or maintenance of Secondary Ditches that might involve the incurring of expenses that the landowner or landowners liable therefore shall pay such of said expenses to the Company in advance of the incurring of the same as the Company may require.

In the event any landowner fails to pay his proper share of expenses connected with the construction and/or maintenance of any Secondary Ditch the Company shall have the right to shut off his water until such landowner has fulfilled his obligations.

A part of the maintenance expenses and charges for which owners of land concerned in any Second Ditch shall be liable to the Company and all other stockholders not concerned therein shall be an obligation to pay all, and save and hold harmless the Company and such other stockholders free from all liability arising out of construction and/or maintenance and/or use of any such Secondary Ditch, howsoever such liability may arise.

In case any owner fails to pay his share of construction and/or maintaining any Secondary Ditch which serves any tract of his land, the Company shall have a lien thereon to secure the payment of such unpaid expense.

In case any landowner concerned in a Secondary Ditch fails to pay to the Company its demands or charges, on account of expenses incurred or to be incurred for maintenance and/or construction of such Secondary Ditch and there shall be other owner or owners entitled to the use of such ditch, any such other owner or owners, not in default, may pay the demand and charge which such landowner, in default, has failed to pay and have the same right as the Company had to collect the amount thereof from the owner in default and have the same lien to secure payment thereof which the Company had for its demand and charge.

If the Company or any individual entitled so to do elects to maintain any action to collect any expense, demand or charge herein referred to from any landowner all of the reasonable amount of expenses incurred in maintaining such action shall be payable by and allowed as a part of the recovery against the person liable; and the liens herein provided for shall secure all such sums.

As regards any Secondary Ditch, it is understood that the Company shall have the right to improve the same by concreting the same wholly or in part or installing piping or other conduits therein wholly or in part; the Company shall have all reasonable access to the land on which any such ditch is located for the purpose of exercising the powers herein conferred; the Company shall have the right to deepen, widen or increase the capacity of, excavate, clean out and provide banks for any such ditch and repair the same and take from land adjacent to the same soil required in the maintenance and repair thereof, and in general to do any and all things in connection with any such ditch that the Company may determine to be best; all the aforesaid rights shall be implied in the grant of any such ditch or the right of way therefore.

The Company and the landowner or landowners concerned in any Secondary Ditch may from time to time agree that for such period as may be agreed upon, the construction and maintenance of any Secondary Ditch shall be wholly in charge of such landowner or landowners.

All shares of stock appurtenant to land shall, for all purposes of this article, be considered as part of the land itself.

Where different parts of any tract are served by more than one Secondary Ditch each such Secondary Ditch shall be separately treated in determining the rights therein and the amounts of expenses to be borne by different owners and which are connected with the construction and maintenance thereof, provided, however, that the liens herein provided for, arising on account of expenses connected with Secondary Ditches for any tract, shall apply to the whole tract for which all the ditches are constructed and maintained.

Nothing in this subdivision (b) of Article VIII shall be held to mean that the Company shall actually undertake to apply water on land in the actual irrigation thereof or that it makes any undertaking as to the sufficiency or effectiveness of any Secondary Ditch as a means of bringing water on to land to be irrigated, the intention being that the landowners shall always secure and provide the rights of way for and determine the laying out of Secondary Ditches.

The lands purchased by J. S. Houseman have heretofore been irrigated through a ditch known as the Dicus Ditch. It is to be understood and agreed that said Houseman will still take his portion of the water conveyed to him through the said Dicus Ditch, and not through the distributing works of the said System. It is further to be understood and

agreed that this Corporation is not to be at any expense on account of the diversion, delivery or distribution of water to said Houseman through said Dicus Ditch, or otherwise, and also that said Houseman is not to be assessed, or required otherwise to contribute, for the maintenance of the works of said System, or for the construction of new works for the distribution of water heretofore owned by said Board of Trustees.

This Corporation shall have the power to construct and maintain Ditches and Appurtenant Structures within and over the said tracts of Irrigable Lands originally purchased from The Board of Trustees of the Leland Stanford Junior University, or within and over any portion or portions thereof, and to distribute water thereon, in accordance with the regulations and By-Laws of the Corporation; Provided, that the owners of any such tracts, or portion or portions thereof, shall secure and provide the rights of way for any such Ditches and Structures and shall pay the costs and expenses of the construction and maintenance of such Ditches and Appurtenant Structures and the distribution of water within and over such tracts, or portions thereof, in addition to the other charges and assessments mentioned in said Articles of Incorporation. In case of the exercise of such power by the Corporation, the By-Laws of the Corporation as to the collection of general assessments and special charges, and for fines and penalties for the violation of rules and regulations, and any provisions of law, shall be applicable to the enforcement and collection of such costs and expenses of construction and maintenance of ditches and structures and for the distribution of water.

Ninth: The liability of the Directors of the Corporation for monetary damages shall be eliminated to the fullest extent permissible under California law. [Amended 4-5-88]

Tenth: This Corporation shall have the power, whether by By-Law, agreement or otherwise, to indemnify any person who is or was a Director, officer, employee or other agent of the Corporation (herein, collectively, "agent" and "agents"), in excess of the indemnity expressly permitted by law for those agents, for breach of duty to the Corporation and its Shareholders; provided, however, that said power conferred hereby shall not allow indemnification of any agent for any acts or omissions or transactions from which a Director may not be relieved of liability under California law or as to circumstances in which indemnity is expressly prohibited by California law. [Amended 4-5-88]