

1970

JOINT OPERATING AGREEMENT

THIS AGREEMENT, made and entered into as of this 16
day of SEPTEMBER, 1970, by and between RICHVALE IRRIGATION
DISTRICT, an irrigation district, hereinafter referred to as
"Richvale", First Party; BIGGS-WEST GRIDLEY WATER DISTRICT, a
California Water District, hereinafter referred to as "Biggs", Second
Party; SUTTER EXTENSION WATER DISTRICT, a California Water District,
hereinafter referred to as "Sutter", Third Party; and BUTTE WATER
DISTRICT, a California Water District, hereinafter referred to as
"Butte", Fourth Party, all of said parties having been organized and
existing under and by virtue of the laws of the State of California,
and all of said parties being hereinafter referred to as the
"Districts",

WITNESSETH:

WHEREAS, the Districts heretofore purchased and acquired
water rights and a canal system from Sutter Butte Canal Company
and the Districts and Sutter Butte Canal Company entered into an
agreement dated July 12, 1956, covering the maintenance and operation
of said canal system; and

WHEREAS, said July 12, 1956, agreement was amended by:

(a) An Agreement and Conveyance dated September 21, 1966,
entered into by the Districts;

(b) An Agreement and Conveyance dated April 11, 1969,
entered into by Biggs and Richvale and consented to by Butte and
Sutter; and

WHEREAS, Districts have entered into the following additional contracts that affect the operation of the Districts, their diversion facilities, main canal, and available water:

(a) Agreement dated July 6, 1964, entered into by the State of California, acting by and through the Department of Water Resources and the Districts:

(b) Agreement on Diversion of Water from the Feather River dated May 27, 1969, entered into by the State of California acting by and through the Department of Water Resources and the Districts, hereinafter referred to as the "Water Diversion Agreement":

(c) Water Sale and Exchange Agreement entered into by the Pacific Gas and Electric Company and the Districts (undated) on or about May 27, 1969, hereinafter referred to as the "Water Sale and Exchange Agreement":

(d) Consent Agreement dated May 27, 1969, entered into by Pacific Gas and Electric Company and the Districts; and

WHEREAS, the Districts desire to revise their operating agreement of July 12, 1956, as amended to provide for desired changes thereto and to reflect the modifications made necessary by the contracts referred to in the next preceding paragraph; and

WHEREAS, Districts share water rights created by appropriation for the entire area served by them without allocation as to District boundaries, the Districts having purchased undivided percentage interests therein, and much of the return flow from the use of said water rights finds its way into drains and natural channels and can be recaptured and used by the Districts.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. DEFINITIONS AND GENERAL PROVISIONS

As used in this Agreement, the following words shall have the meanings and be given the construction set forth after them.

"Basic Entitlement"; means the water available for diversion under Article 2(a) of the Water Diversion Agreement during the Irrigation Season.

"Canal Losses"; means with respect to any water ordered released at the outlet from the Thermalito Afterbay, the portion of it lost by seepage and evaporation in the canals en route to the point selected by the Joint Manager as the point of delivery to a District. A mean loss of 1% per canal mile shall be used in computing such losses.

"Control"; shall be construed as being the exclusive and complete power and responsibility of administration and direction.

"Irrigation Season"; means the period of April 1 through October 31 of each year.

"Joint Board"; means a governing board of four members, one to be appointed by each District to represent it. Each District may appoint an alternate member to serve in the absence of the regular member.

"Joint Manager"; means the person employed by the Joint Board to manage the joint affairs of the Districts as specified in this agreement.

"Joint Works"; means all of the following:

That portion of the Main Canal (now owned by the State) from the outlet of the intake structure near the southeast corner of the Thermalito Afterbay, southerly to its intersection with the existing Main Canal owned by the Districts and said Main Canal from said point of intersection southerly and westerly to the head of the Biggs

Extension Canal, and thence southerly to its intersection with the extension of the line dividing Lots 120 and 121 of Sunset Colony No. 1 in Sutter County, California and all structures, weirs, gates and measuring devices in, and all District owned bridges across the aforesaid portions of said Main Canal.

"Limitation Period"; has the same meaning as given to the term in the Water Diversion Agreement.

"Maintain" "Operate" and "Maintenance" and "Operation" shall be construed as including all repairs, replacements, earth work, cleaning, removal of tule and other growth, and all other work necessary or advisable to be done to the Joint Works to properly distribute the water and the ordering, transportation and distribution of water, patrolling, ditch tending, and all other work necessary or advisable to be done to the Joint Works to serve all lands being irrigated, but said terms shall not include enlargements or improvements.

"Operational Spill": means the water that may be diverted and spilled under Article 2(c) of the Water Diversion Agreement during the Irrigation Season.

"Respective Percentage Interest"; means the share of each District as set forth in Exhibit "A" attached hereto.

"The 35,000 Acre-Foot Entitlement"; means that portion of the Basic Entitlement provided by the following language of the first paragraph of Article 2(a) of the Water Diversion Agreement:

"Provided further, That there shall be added to such reduced amount, and Districts shall be entitled to divert, an additional quantity of water equal to the amount of such reduction but not to exceed thirty-five thousand (35,000) acre-feet."

"Water Sale and Exchange Entitlement"; means the total amount of water available for diversion by the Districts during the Irrigation Season under the Water Sale and Exchange Agreement.

II. JOINT BOARD MEETINGS

The Joint Board shall meet from time to time at the call of the Joint Manager or any one of the Joint Board members. At least twenty-four hours prior notice of the time and place of a Joint Board meeting shall be given to each Joint Board member, provided, however, that no such notice need be given to any member who is present at the meeting for which the notice is required, or consents in writing to the meeting being held.

Except upon a roll call vote, the concurring vote of three of the Joint Board members is required for any action, and each member shall have one vote. Any Joint Board member may demand a roll call vote, in which event each Joint Board member shall have as many votes as the Respective Percentage Interest of the District he represents in the Joint Works to which the action relates or if not referable to any particular Joint Works each member shall have the number of votes set after the District he represents, to wit: Biggs - 29 votes; Butte - 24 votes; Richvale - 27 votes; and Sutter - 20 votes. On a roll call vote 51 votes shall control, but no roll call vote shall be taken on an issue unless all Joint Board members are present or have been given at least twenty-four hours prior notice that the roll call issue will be voted upon.

III. POWERS OF JOINT BOARD

The Joint Board shall:

(a) Control, Maintain and Operate the Joint Works, and distribute water to each District in accordance with this agreement.

(b) Employ a Joint Manager and additional employees needed to perform the work under this contract.

(c) Maintain an office and acquire necessary equipment and supplies to carry on the work.

(d) Cause rainfall, snowfall, weather, evaporation, hydrographic, engineering and other data and records now available and hereafter accumulated, relating to Feather River flow, water diversion rights, use of water within the Districts, otherwise relating to the Joint Works and their Maintenance and Operation, and not the sole property of one District, and the flows at the measuring stations under the control of the Joint Manager and the flows made available under the Water Diversion Agreement and the Water Sale and Exchange Agreement, to be safely kept at the Joint Board office, available to the Districts.

IV. JOINT FUNDS AND PROPERTY

The Joint Manager shall have charge of all joint funds and property and be bonded in the principal amount of \$5,000.00.

V. MAINTENANCE AND OPERATION:
AFFECTING ONLY BIGGS AND RICHVALE

By that certain agreement and conveyance dated April 11, 1969, Biggs and Richvale have agreed upon the ownership, use, and sharing of cost of that part of the Biggs Extension Canal from the Main Canal to the head of the Belding Lateral and of the Minderman Weir, and the other Districts have no interest or obligation with respect thereto. Accordingly, it is agreed that except for measurement of water and control of diversion gates by the Joint Manager, Biggs and Richvale shall be solely responsible for and perform all work required in connection with the Minderman Weir and the aforesaid portion of the Biggs Extension Canal in accordance with said agreement.

VI. MAINTENANCE AND OPERATION:
AFFECTING ONLY BUTTE AND BIGGS

That portion of Lateral No. 4 from the point it branches from the main canal to the head of Lateral 8 is owned 26.41 percent by Biggs, and 73.59 percent by Butte. Except for measurement of water and Control over diversion gates under the Control of the Joint Manager, Butte shall perform all work required and all ditchtender services on said portion of Lateral 4, and shall keep a separate account of actual costs arising out of or in connection therewith. On or before January 31 of each year, Butte shall furnish Biggs a full and complete statement of expenditures therefor made in or for the preceding calendar year which shall be shared as follows:

- (a) For ditchtender services - 100% by Butte.

(b) Expenditures relating to all weirs in Lateral 4 above its junction with Lateral 8 - 100% by Butte.

(c) Expenditures relating to the weir in Lateral 4 which maintains the water elevation for diversion into Lateral 8 - 100% by Biggs.

(d) All other such expenditures - 26.41% by Biggs and 73.59% by Butte.

Biggs shall pay its share of said expenditures to Butte within thirty days after receipt of each statement.

That portion of Lateral No. 8 from the point it branches from Lateral No. 4 to the point it enters the boundaries of Biggs, will be owned 10.21 percent by Butte, and 89.79 percent by Biggs. Except for measurement of water and Control over diversion gates under the Control of the Joint Manager, Biggs shall perform all work required and all ditchtender services on said portion of Lateral 8 and shall keep a separate account of actual costs arising out of, or in connection therewith. On or before January 31 of each year, Biggs shall furnish Butte a full and complete statement of expenditures therefor made in or for the preceding calendar year which shall be shared as follows:

(a) For ditchtender services - apportioned to Biggs and Butte in proportion to the acreage each irrigated from Lateral 8 in that year.

(b) Expenditures relating to weirs therein - 100% by Butte.

(c) All other such expenditures - 10.21% by Butte and 89.79% by Biggs.

Butte shall pay its share of said expenditures to Biggs within thirty days after receipt of each statement.

Biggs agrees to carry through that portion of Lateral 8 owned by it water supplied by Butte needed to serve approximately 12 acres in the Parkside Addition in Butte. Biggs will operate and maintain said portion of Lateral 8 and distribute the water to said 12 acres as directed by Butte. In consideration thereof, on or before January 31 of each year, Butte shall pay to Biggs \$1.50 for each of said acres served during the preceding calendar year.

VII. JOINT OPERATION AND MAINTENANCE

The Joint Manager under the Joint Board shall Control, Maintain and Operate the Joint Works. However, in order to reduce costs, it is agreed that insofar as practicable, each District will furnish labor and equipment to do the work at cost under the direction and Control of the Joint Manager, and the District having the major interest in the Joint Works at the point at which the work is to be done shall be given the first preference in doing the work if it has the necessary equipment and labor available.

Except in an emergency, no job of Maintenance of an estimated cost exceeding \$2,000.00, and no improvement or enlargement shall be undertaken unless a written statement of the work required and the estimated cost is first submitted to and approved by the Board of Directors of each of the Districts involved.

VIII. ORDERING WATER

The Manager of each District shall estimate the District's seasonal water requirements and order water delivered into the Main Canal at the outlets from the Thermalito Afterbay in accordance

with procedures to be established by the Joint Manager and approved by the Joint Board. Based upon such estimates and orders, the Joint Manager shall estimate the water requirements and order water in compliance with the provisions of the Water Diversion Agreement and the Water Sale and Exchange Agreement, and deliver the water ordered less Canal Losses to each District at its points of delivery.

IX. PAYMENT FOR PURCHASED WATER

Districts ordering water under the Water Sale and Exchange Agreement shall pay the charges of Pacific Gas and Electric Company for such water. If more than one District orders water, the cost shall be shared in accordance with the amount of the orders. Provided, however, that if water so ordered is not used by the District ordering it but is used by another District, or Districts, it or they shall pay the charge for the water so used. The Joint Manager shall apportion and bill the charges to the respective Districts and the bills shall be promptly paid.

X. DISTRIBUTION OF WATER

A. During the Limitation Period

Each year the Joint Manager shall distribute water during the Limitation Period to each District in accordance with the orders received from its manager up to the following maximum amounts:

(1) The District's Respective Percentage Interest in the water to be provided during the Limitation Period by the Basic Entitlement.

(2) The District's Respective Percentage Interest

in water to be provided during the Limitation Period by the Water Sale and Exchange Entitlement.

(3) The portion of any other District's Respective Percentage Interests of the water to be provided during the Limitation Period by the Basic Entitlement and the Water Sale and Exchange Entitlement that the District agrees is excess to its needs. Such excess to be prorated to each District requesting it proportionate to its entitlements in the event there is not enough for all.

B. During the Irrigation Season

Each Irrigation Season the Joint Manager shall distribute water to each District in accordance with the orders received from its manager up to the following maximum amounts:

(1) The District's Respective Percentage Interests in the Basic Entitlement.

(2) The District's Respective Percentage Interest in the Water Sale and Exchange Entitlement.

(3) The portion of any other District's Respective Percentage Interests in the Basic Entitlement and the Water Sale and Exchange Entitlement that the District agrees is excess to its needs. Such excess to be prorated to each District requesting it proportionate to its entitlement to each of said types of entitlement in the event there is not enough for all.

C. During the Non-Irrigation Season

During the period of each year that is not within the Irrigation Season, the Joint Manager shall distribute water to

each District for reasonable beneficial use in accordance with its orders.

XI. MEASUREMENT OF WATER

The Joint Manager shall maintain and control measuring stations and devices at each of the points necessary to properly apportion and distribute the Basic Entitlement and Water Sale and Exchange Entitlement.

In measuring the flow and apportioning the water to which Sutter is entitled the Joint Manager shall apportion the flow so that the flow belonging to Sutter in the Main Canal at the point that an extension of the line dividing Lots Nos. 120 and 121 of Sunset Colony No. 1 in Sutter County intersects the canal, shall equal the proportion of the flow belonging to Sutter at the gauging station in the intake to the Main Canal at the Thermalito Afterbay less a mean loss of one percent per mile to cover loss in transit. The Joint Manager shall make every reasonable effort to the end that Sutter's portion of water in the Main Canal at the said intake shall be delivered to Sutter at the intersection of the Main Canal with the extension of the line dividing said Lots 120 and 121 with the least practicable percent of fluctuation.

XII. DISTRICTS' WATER ACCOUNTS

The Joint Manager shall measure and keep accurate up-to-date records of water delivered to each District. He shall charge to each District's Respective Percentage Interests in the Basic Entitlement and the Water Sale and Exchange Entitlement the actual deliveries to it of such water, plus canal losses, except that

during any period of 24 hours water delivered any District plus Canal Losses exceeds by more than 5% or 20 acre-feet, whichever is smaller, the amount ordered released to it for that period through the outlet from the Thermalito Afterbay because another District did not take the water it ordered released to it for the period through the outlet from the Thermalito Afterbay, less Canal Losses, the said amount in excess of 5% or 20 acre-feet, whichever is smaller, shall be charged to the entitlement of the District that caused the excess. If the excess was caused by more than one District not taking the water ordered, less Canal Losses, the entitlement of each shall be charged in proportion to its contribution to the excess. If the excess was caused by the State making chargeable deliveries in excess of the Joint Manager's order, the excess shall be charged to each District in proportion to its Respective Percentage Interest in the Basic Entitlement for that Irrigation Season. Spill at Cox Spillway shall be charged to the District or Districts that caused the spill but against such spill, each District shall be credited with its Respective Percentage Interest of the Operational Spill and that portion of the Respective Percentage Interest of any other District in Operational Spill that remains unused at the end of the Irrigation Season prorated equally among the Districts that exceeded their Respective Percentage Interest in the event there is not enough for all.

XIII. CONTROL OVER DIVERSION GATES

The Joint Manager shall have Control over regulation of gates and structures in the Main Canal and in other canals required to apportion the water to the several Districts and make the desired deliveries to each District; however, each of the Districts shall at its sole expense do the following with respect to all gates delivering water solely to it:

- (a) Furnish all labor required to regulate them.

(b) At all times have one employee designated as the District's watermaster charged with the responsibility of:

(i) Keeping the gates so regulated that the total rate of flow of water delivered to the District at no time varies more than 5% or 25 cubic feet per second, whichever is less (hereinafter referred to as the "Allowable Tolerance"), from the flow ordered released to it through the Thermalito Afterbay, less Canal Losses.

(ii) Preventing tampering with the setting of the gates by unauthorized persons.

Sutter and Butte by separate written agreement are providing for the construction of agreed measurement facilities on the Main Canal to determine the flow of water being delivered to Sutter and, by computation, the flow being delivered to Butte, and adequate measurement facilities at each point of diversion of Butte from the Main Canal at points below said measurement facilities to be constructed in the Main Canal. Butte and Sutter have agreed that said measurement facilities are to be constructed prior to start of the 1971 Irrigation Season. Consequently the following provisions of this paragraph shall not be effective until the start of the 1971 Irrigation Season but shall be effective at all times thereafter. In the event gates delivering water to a District fail to be regulated within the Allowable Tolerance, on request of any other District that as a result thereof does not receive delivery of the rate of flow it ordered, less Canal Losses, the Joint Manager

shall take over regulation of the gates delivering water to the District that failed to maintain deliveries within the Allowable Tolerance and the cost thereof shall be billed to and paid by the District that failed to maintain deliveries within the Allowable Tolerance.

XIV. COSTS

All costs of the individual Joint Board members shall be paid by the District each Director represents.

All costs of the Joint Manager, and other joint costs and expenses for labor, supplies and equipment and office rent and other expenses shall be borne as follows: All such joint costs that cannot be allocated to particular Joint Works shall be apportioned to and paid by each District in the following percentages: Richvale - 27%; Biggs - 29%; Butte - 24%; and Sutter - 20%. All such costs that can be allocated to a particular portion of the Joint Works shall be apportioned to and paid by each District in proportion to its Respective Percentage Interest in the particular Joint Works involved, except as otherwise specified in this agreement.

Each District shall be solely responsible for the expense of Maintenance and Operation of gates delivering water solely to it. Sutter shall not be obligated to pay any cost of installation, Maintenance, or Operation of any gates, weirs, delivery or other structures (except Cox spillway and the measuring station to be constructed by Sutter) in the Main Canal above its intersection with the extension of the line dividing Lots 120 and 121 of Sunset Colony No. 1 in Sutter County installed for the purpose of irrigating lands not located within the boundaries of Sutter. Such costs shall be allocated to the other Districts in proportion to their interest in the works. Sutter and Butte shall share equally

the repair costs of the Main Canal for a distance of sixty feet below each of said weirs in that portion of the canal from the head of Lateral 4 to the line dividing Lots 120 and 121 in Sunset Colony No. 1. The cost of Maintenance and Operation of Cox's spillway shall be apportioned to and paid by each District in the following percentages. Richvale - 27%; Biggs - 29%; Butte - 24%; and Sutter - 20%.

The Joint Manager shall pay the bills and apportion the costs. Each District shall contribute to a fund with the Joint Manager in an amount to be determined by the Joint Board and approved by each of the Districts. The Joint Manager shall monthly render detailed itemized written financial reports to each of the Districts showing expenditures from the joint fund and their proper apportionment to each District and receipts during the preceding calendar month, and showing each District's balance on hand in the joint fund.

XV. USE OF EXCESS CAPACITY AND WATER RIGHTS

That portion of the Main Canal between Looney Weir and Brooks Wasteway has excess capacity that will permit Biggs to flow 70 C.F.S. of its water therein and the parties agree that it may do so although it exceeds the Respective Percentage Interest of Biggs in that stretch of the canal.

At any time that a District is not using its full share of the capacity of the Main Canal, the other Districts may use the excess capacity to convey any additional water ordered by them although in doing so they may temporarily exceed their Respective

Percentage Interests in the Main Canal. If the excess capacity is not sufficient for the other Districts, it shall be prorated among them in accordance with their Respective Percentage Interests in the affected portions of the Main Canal.

In any Irrigation Season in which a District uses its full Respective Percentage Interest in the water available from the Basic Entitlement or the Water Sale and Exchange Entitlement, on obtaining written permission from a District having excess water that season the District or Districts desiring the water may use such excess up to the amount estimated in the writing to be in excess. Such excess water to be prorated among the Districts desiring it in proportion to their Respective Percentage Interests in the Basic Entitlement that Irrigation Season if there is not sufficient for all. Such use of excess water shall be terminated immediately by the Joint Manager on written instructions of the District whose share is being used.

A District not needing the full amount of water, or the full canal capacity to which it is entitled, shall be the sole judge as to when and what water and canal capacity is not needed by it, but each District shall cooperate to the fullest practical extent, consistent with its reasonable probable needs, in making excess canal capacity and water available to the Districts needing it.

The foregoing provisions as to excess water shall also apply to the Sunset Pumping Plant of Sutter and its rights at said Plant. In order to make more effective use of the Basic Entitlement, Sutter will operate Sunset Pumping Plant, on request, when and to the extent that Sutter, in its sole judgment and discretion, determines it has excess water available under its Sunset Pumping Plant rights for its requirements for the balance of the Irrigation

Season and excess unused capacity available in the pumping plant. Provided, however, that in such event the Districts requesting that said Pumping Plant be operated shall pay the cost of doing so, prorated in accordance with their estimate of such water needed which must be set forth in their request that the pump be Operated. The cost of pumping water shall be determined each year by mutual agreement of the Joint Manager and the Manager of Sutter.

No rights shall be acquired against a District by such use of its canal capacity, water rights or pumping plant by another District or Districts.

XVI. DRAIN WATER

A. Pumping Plants

Each District has pumps in drains and may install additional pumps to augment its supply of water from the main canals. The Districts shall keep the Joint Manager advised as to pumps not being operated and during what periods. If it appears that the Basic Entitlement might not be sufficient to supply the needs of all the Districts for the entire Irrigation Season, the Joint Manager shall inquire of each District Manager whether the District he represents desires the idle pumps run and the quantity of water it desires pumped. If any wish the pumps run, the Joint Manager shall designate the pumps to be run during the period they would not otherwise be in operation, or any portion of it, and reduce the water to be delivered from the Basic Entitlement to the District owning the pumps, by a comparable amount. The amount of Basic Entitlement thereby saved for later diversion shall be available for diversion by the Districts that requested the pumps to be operated, prorated among them if there is not enough for all.

The Joint Manager and the managers of the respective Districts shall each year agree upon the cost of running each pumping plant, and the District shall be paid at the agreed rate for running its pumping plant at the request of the Joint Manager. At the end of the season, the pumping cost shall be paid by each District in proportion to the quantity each requested pumped, provided that if any District uses more water made available as a result of such pumping than the quantity it requested pumped, it shall pay for the excess, and the excess payment shall be credited to the Districts that did not receive the full benefit of the water they requested pumped.

The District owning a pumping plant being run at the request of the Joint Manager may on 48 hours prior written notice to the Joint Manager discontinue doing so in order to use it to augment its own balance of Basic Entitlement.

No rights shall be acquired against a District by such use of its pumping plants and water produced thereby.

B. Drain Water Exchange Agreement

The Districts recognize that an exchange of water is provided for in the foregoing provisions. Further carrying out that plan and the desire that the combined water entitlements of the Districts be used by them to the greatest extent possible, the Districts agree that each of the Districts shall be entitled to divert and pump at points within its boundaries and use within its boundaries any and all water within its boundaries in drains and natural drainage channels whether the water exists therein as a result of the acts of that District or as a result of drainage, seepage, spill, or return flow from any of the other Districts.

Each District (referred to in this paragraph as "Grantor District") agrees to and does hereby exchange, transfer, and deliver to the other Districts all water Grantor District contributes to the flow in drains and natural drainage channels by seepage, drainage, spill or return flow that is not required by Grantor District for use within its boundaries. Such exchange, transfer and delivery by Grantor District is made in consideration of the water it may receive from the other Districts, or any of them under the provisions of this agreement and the other benefits to be received thereunder. It is the intent hereof that each District may capture from drains and natural drainage channels at points within its boundaries for use within its boundaries any seepage, drainage, spill or return flow therein, and it is only the seepage, drainage, spill or return flow in said drains and natural drainage channels in excess of that desired by the District for use within its boundaries that is or shall be exchanged, transferred and delivered under this paragraph to the other Districts. Provided, however, that nothing in this paragraph shall prevent a District from using a drain or natural drainage channel as a conduit to carry water purposely introduced into it by the District for diversion therefrom and use in the District even though the drain or natural drainage channel runs through a portion of another District before reaching the desired point of diversion, and the District not purposely introducing the water into the drain or natural drainage channel shall not pump or divert that water.

XVII. SUPERSEDES OLD AGREEMENTS

This agreement shall take the place of the aforesaid agreement entered into on July 12, 1956 by the Districts and Sutter Butte Canal Company as amended, but the transfers and conveyances made

pursuant thereto shall remain effective. In the event the Water Diversion Contract is terminated, this agreement shall also terminate and the said agreement of July 12, 1956 shall be reinstated with such modifications therein as are required to reflect the changes in the canal system and ownership therein that have occurred.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first hereinbefore written.

RICHVALE IRRIGATION DISTRICT

By Henry R. Harris President

By Ray E. Horn Secretary
"First Party"

BIGGS-WEST GRIDLEY WATER DISTRICT

By J. H. Horn President

By M. C. Jensen Secretary
"Second Party"

BUTTER EXTENSION WATER DISTRICT

By Albert Thomsen President

By J. L. Sabut Secretary
"Third Party"

BUTTE WATER DISTRICT

By Walter G. Little President

By Ray E. Horn Secretary
"Fourth Party"

EXHIBIT A

<u>RESPECTIVE PERCENTAGE INTEREST OF:</u>	<u>RICHVALE</u>	<u>BIGGS</u>	<u>BUTTE</u>	<u>SUTTER</u>
<u>IN</u>				
Basic Entitlement other than The 35,000 Acre-Foot Entitlement	27%	29%	24%	20%
The 35,000 Acre-Foot Entitlement	25%	25%	25%	25%
Water Sale and Exchange Entitlement	27%	29%	24%	20%
Operational Spill	27%	29%	24%	20%
The main canal from the outlet structure near the southeast corner of the Thermalito Afterbay southerly and westerly to a point 195 feet southerly from the existing Looney Weir	13.5%	37.8%	24.35%	24.35%
Main Canal from the head of the Biggs Extension Canal to the head of Lateral #4	0	5.49%	49.32%	45.19%
Main Canal from the head of Lateral #4 to the head of Lateral #1	0	0	44.0%	56%
Main Canal from the head of Lateral #1 to the head of the Chandon Lateral	0	0	36%	64%
Main Canal from the head of the Chandon Lateral to its inter- section with the extension of the line dividing Lots 120 and 121 in Sunset Colony No. 1	0	0	13%	87%
Biggs Extension Canal from the Main Canal to the head of the Belding Lateral	36%	64%	0	0
Looney Weir	35.28%	62.72%	2%	0
Minderman Weir, Spill and Wasteway	50%	50%	0	0
Holmes Weir	0	22%	78%	0
Onstott Weir	0	13%	87%	0
Sunset Pumping Plant	0	0	0	100%

NOTE: The Respective Percentage Interest in District owned bridges across the canal is the same as the Respective Percentage Interest in the canal at that point.