

STATE OF CALIFORNIA  
THE RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES

AGREEMENT ON DIVERSION OF WATER  
FROM THE FEATHER RIVER

THIS AGREEMENT, made and entered into the 17th day of January, 198<sup>5</sup>, by and between the STATE OF CALIFORNIA, acting by and through the Department of Water Resources, hereinafter called "State", PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "Pacific", and WESTERN CANAL WATER DISTRICT, a political subdivision of the State of California, hereafter called "Western".

RECITALS:

WHEREAS, the State has constructed Oroville Dam and Edward Hyatt Power Plant and the Thermalito Diversion Dam, Power Canal, Forebay, Power Plant, and Afterbay, all of which are collectively referred to herein as the Oroville-Thermalito Project, as part of the State Water Project; and

WHEREAS, Pacific owns and operates a public utility hydroelectric system, hereafter referred to as the "Pacific System", and has entered into a contract with Western for the delivery or release of water to meet its obligations to Western from the Feather River downstream from the City of Oroville pursuant to water rights which are prior in time

and superior in right to the water rights of the State; and

WHEREAS, Western owns and operates a canal system for the diversion and delivery of water for agricultural purposes to an area located within the counties of Butte and Glenn, State of California, referred to in this Agreement as "Western System"; and

WHEREAS, the water supply for Western System is derived from the combined natural flow rights on the Feather River and Butte Creek, which have been assigned by Pacific to Western and are hereafter referred to in this Agreement as "natural flow rights", and the contractual right to releases by Pacific of Pacific's stored water from the upstream Pacific System, referred to in this Agreement as "stored water rights"; and

WHEREAS, pursuant to an Agreement dated May 27, 1969, between State and Pacific, an agreement was reached related to the operation of the Oroville-Thermalito Project in conjunction with Pacific's operations as owner of the facilities now owned by Western, which Agreement also defined the quantities of water to be delivered by State to Pacific, which Agreement must now be modified to reflect the operations of Western; and

WHEREAS, neither the State, Pacific, nor Western wish to materially alter, modify, amend, or otherwise affect,

operations of Pacific's, State's or Western's systems in any manner which will modify or change the operational criteria previously existing under the prior Agreement of May 29th, 1967, between Pacific and State; and

WHEREAS, the parties wish to update certain provisions of the May 29, 1967 Agreement which are now obsolete and of no operational significance; and

WHEREAS, State and Western wish to update and clarify certain operating rules and criteria governing deliveries by State to Western.

NOW, THEREFORE, it is mutually agreed among the State, Pacific, and Western as follows:

1. Water Deliveries

(a) The State shall deliver to Western during each irrigation season (March 1 through October 31) into Western Canal Outlet 1, Western Canal Outlet 2, the Richvale Canal Outlet, or the Sutter-Butte Canal Outlet from the Thermalito Afterbay, as Western may specify, (i) one hundred fifty thousand (150,000) acre feet under Western's natural flow rights, subject to reduction for deficiencies as provided in Article 2, and (ii) one hundred forty-five thousand (145,000) acre-feet under Pacific's stored water rights, which shall not be subject to any reduction for deficiencies.

(b) During the period November 1 to March 1 of the succeeding year, the State shall deliver such additional quantity as Western can beneficially use, including such additional quantity as is necessary for Western to meet its obligations under the July 7, 1922, contract of Western Canal Company, et al. with Clarence J. Berry and others and under the letter of August 4, 1937, from Western Canal Company entitled "In Re Agreement of July 7, 1922 Between Gun Clubs, Districts, and Western Canal Company" (copies of which are attached as Exhibits "A" and "B"), which obligations have been assigned by P.G.&E. to Western.

(c) Water delivered hereunder shall be diverted by State for Western at the Thermalito Diversion Dam and conducted through State's Thermalito facilities and delivered through the specified outlets from the Thermalito Afterbay. Subject to Article 6, the delivery of water pursuant to this Agreement shall constitute a substitution for all of the rights and claims of Western to divert water from the Feather River below Oroville Dam.

(d) Western shall not claim any right to divert water from the Feather River in or downstream from Lake Oroville except water delivered pursuant to Articles 1(a) and 1(b) of this Agreement and shall not contract for the delivery of water of the Feather River in or downstream



from Lake Oroville to any person, district, municipality, or other agency, other than its direct customers served by the Western Canal System and the Joint Water Districts (Richvale Irrigation District, Biggs-West Gridley Water District, Butte Water District, and Sutter Extension Water District) through the Sutter-Butte Canal System.

(e) The State shall deliver any portion of the water to which Western is entitled under this Article into the Joint Water District outlets for the Joint Water Districts and shall deliver any water to which Joint Water Districts are entitled into Western Canal's Outlets in accordance with agreements entered into from time to time between Western and the Joint Water Districts.

## 2. Deficiencies

(a) In any year in which there may occur a temporary shortage due to drought resulting in reduction of delivery of annual entitlements to water supply contractors of the State pursuant to Article 18(a) of the long-term water supply contracts that the State has heretofore executed, such as the water supply contract with The Metropolitan Water District of Southern California dated November 4, 1960, the quantity of water specified in Article 1(a) to be delivered by State to Western under Western's natural flow rights shall be reduced by an amount not to exceed the

percentages for the reduction in annual entitlements for water to be put to agricultural use by water supply contractors in the San Joaquin Valley as determined by the State in accordance with Article 18(a) of such contracts: Provided, that the reduction in delivery to Western shall not exceed seventy-five thousand (75,000) acre feet in any one (1) year or a total of one hundred fifty thousand (150,000) acre feet in any series of seven (7) consecutive years.

(b) As used in this Article, "drought" shall mean any year in which the supply of State project water made available by the State for delivery to State's water supply contractors is less than the total of the annual entitlements of all such contractors for that year, and in addition, either of the following conditions exists:

(i) The forecasted April-July unimpaired runoff to Lake Oroville for the current water year (October 1 through September 30), as such forecast is made by the Department of Water Resources on February 1 and modified by subsequent monthly reports thereafter as conditions and information warrant, is equal to or less than six hundred thousand (600,000) acre feet; or

(ii) The total accumulated actual deficiencies of unimpaired runoff to Lake Oroville below two million

five hundred thousand (2,500,000) acre feet in the immediately prior water year or series of consecutive prior water years each of which had runoff of less than two million five hundred thousand (2,500,000) acre feet, together with the predicted deficiency below two million five hundred thousand (2,500,000) acre feet for the current year, exceed four hundred thousand (400,000) acre feet.

(c) On or before February 15 of each year, the State shall furnish Western its forecast and the data required by this Article to support such forecast as to whether drought will occur during that year, as to whether reductions will be imposed, and the percentage of any such reduction. A forecast based on the most recent data available shall be furnished Western on or before April 10. Such forecasts shall be periodically revised as additional data become available: Provided, that the percentage of reduction, if any, shall not exceed the percentage set forth in the April 10 forecast.

(d) For the purpose of the determinations in this Article, the predicted unimpaired runoff to Lake Oroville shall be that quantity as presently computed for inclusion in Department of Water Resources Bulletin No. 120, "Water Conditions in California", or in the event of discontinuance or alteration of such computation, by a method mutually



agreed upon.

### 3. Delivery Schedules

(a) On or before ~~October 1~~, Western shall furnish to the State a delivery schedule setting forth the quantities of water to be delivered to Western each week during the following calendar year, and the quantity of water Western is entitled to receive under Article 1 which is to be delivered by State into Joint Water District Outlets during the following calendar year. Western may revise this schedule on or about ~~April 15~~, after State has furnished Western with State's forecast of any deficiency reductions.

(b) Unless otherwise mutually agreed upon by the parties, State shall deliver water at the main Western Canal head gate (Western Canal Outlet Number 1) at a maximum rate of one thousand two hundred (1,200) cubic feet per second and at the second Western Canal outlet (Western Canal Outlet Number 2) from Thermalito Afterbay at a maximum rate of fifty (50) cubic feet per second. Deliveries requested by Western at other points specified in Article 1(a) shall be at a rate not in excess of the constructed capacity of the outlets upon the effective date of this Agreement. The specific rates of flow at each point of delivery shall be determined in accordance with the Agreements between the

State and Pacific for operation of outlet facilities dated June 3, 1968 and December 24, 1974, or as said Agreements may be modified from time to time by mutual consent of the parties.

(c) During the period March 1 through October 31, Pacific shall release from its upstream storage reservoirs a quantity of water, equal to the quantity delivered to Western under Article 1(a)(ii). Pacific shall furnish State during the release period a monthly report of reservoir storage and evaporation as set forth in Exhibit "C" attached.

#### 4. Responsibilities of the Parties

(a) State shall operate Oroville Dam and Lake Oroville and Thermalito Afterbay and related facilities and the Afterbay diversion structures to deliver the water provided for in Article 1 in accordance with diversion schedules and notices to be given in accordance with Article 3 of this Agreement and the Agreement between the parties for the operation of outlet facilities from Thermalito Afterbay in effect at the time of deliveries.

(b) State shall be solely responsible for maintaining a sufficient flow of water in the Feather River downstream of the Thermalito Diversion Dam to supply water diverted by others under rights superior to the State or



5/27/69  
changed from  
Western.

(c) Nothing contained herein shall relieve State from, or impose on Western, any liability for the quality or temperature of water released by State from the Oroville-Thermalito Project or delivered to Western hereunder.

5. Effective Date of Agreement, Cancellation of May 27, 1969 Agreement

This Agreement shall be effective upon the date of execution hereof, and shall remain in force and effect until terminated on mutual consent of each of the parties hereto. The parties acknowledge that this Agreement does supersede and cancel the May 27, 1969 Agreement on Diversion of Water From the Feather River, between State and Pacific, and the parties are relieved from performance thereunder.

6. Water Rights

(a) Pacific and Western do not surrender, modify or terminate any of their rights to store or divert water, other than their points of diversion, or change the priority of their rights. Pacific and Western, as appropriate, will protect and defend their established rights to divert water from the Feather River through the Western Canal System, including the protesting of applications to

appropriate water that are adverse to the rights of Pacific and Western, the prosecution of such protests before the State Water Resources Control Board and other administrative agencies, and the defense of such water rights in the courts: Provided, that the failure of Western or Pacific to protest an application or otherwise defend its water rights shall not be a default under this Agreement, unless Western or Pacific fails to protest an application or otherwise defend its water rights after having been specifically requested to do so by the State in time for protests to be filed.

(b) In the event Pacific, or the State, or Western shall become a party to a general adjudication of rights to the use of water of the Sacramento River system or the Feather River System, this Agreement shall continue in effect until final judgment has been entered, at which time the final judgment in any such general adjudication shall determine the rights of the parties insofar as the quantities of water provided for herein are concerned. In all other respects, this Agreement shall continue in full force and effect. In any such adjudication neither State nor Pacific nor Western shall make or assert any claim inconsistent with the rights and obligations existing under this Agreement.

### 7. Effect on Other Agreements

Pacific and State have, by Agreements dated June 3, 1968 and December 24, 1979, established the respective rights and responsibilities of each party regarding the operation and maintenance of the outlet structures from Thermalito Afterbay and other facilities. Said Agreements, among other things, include a provision that State shall measure the quantities of water delivered on P.G.&E.'s demand from Thermalito Afterbay and shall furnish P.G.&E. with a record of all such water deliveries. Such Agreements, as they may be pertinent hereto, shall in all respects be assigned by Pacific to Western and the State's obligations thereunder to Pacific, and Pacific's obligations to the State, shall become mutual obligations of the State and Western, except as follows:

(i) Section 6 of the Agreement of June 3, 1968, is modified by deletion of the first two sentences thereof. In lieu thereof, it is agreed that Western shall notify State no later than 3:00 p.m. if the delivery to Western is to be changed more than 50 cfs between the hours of 3:00 p.m. and 9:00 a.m. on the succeeding day; and

(ii) The obligation of State contained in Section 10(a)(ii), of the Agreement of June 3, 1968,

shall be deleted. Except as provided in this Article, and Article 3(c), the parties shall not be obligated for the purposes of this Agreement to maintain records or make determinations of natural flow or deliveries of water released from Pacific's upstream storage.

8. Inspection of Records

The proper officers or agents of each party shall have full and free access at all reasonable times to the official records of the other party insofar as the same pertain to the matters and things provided for in this Agreement with the right at any time during office hours to make copies of such records.

9. Successors and Assigns Bound

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties to it.

10. Waivers

Any waivers at any time by any party to this Agreement or its rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any subsequent default or matter.

11. Notices

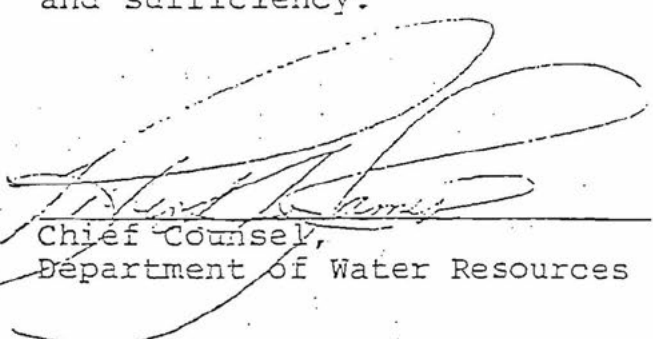
All notices that are required either expressly-----



or by implication to be given by one party to the other under this Agreement shall be deemed to have been given at the time of delivery if delivered personally or forty-eight (48) hours after deposit in the mail if enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery with postage prepaid. Unless and until formally notified otherwise, all notices shall be addressed to the State and Pacific and Western at their addresses as shown below.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

Approved as to legal form  
and sufficiency:


  
Chief Counsel,  
Department of Water Resources

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES  
P. O. Box 388  
Sacramento, CA 95802

  
Director

PACIFIC GAS AND ELECTRIC COMPANY  
77 Beale Street  
San Francisco, CA 94106

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Attorney for Pacific Gas and  
Electric Company

By   
Senior Vice-President

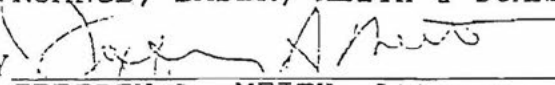
Attest:   
Secretary



WESTERN CANAL WATER DISTRICT  
P. O. Box 176  
Richvale, CA 95974

MINASIAN, MINASIAN, MINASIAN,  
SPRUANCE, BABER, MEITH & SOARES

By

  
JEFFREY A. MEITH, Attorney  
for Western Canal Water  
District

By



President

Attest:

  
Secretary

EXHIBIT A

July 7, 1922 Contract with  
Clarence J. Berry and others  
as recorded in  
Book V of COVENANTS at Page 76  
in the Office of the County Recorder  
County of Butte  
State of California

CLARENCE J. BERRY ET AL  
TO  
BUTTE CREEK DRAINAGE DISTRICT AT EL

THIS AGREEMENT, made this 7th day of July, A.D. 1922, between CLARENCE J. BERRY, ALFRED G. WILKES, WILLIAM B. SHARP, J. W. DORSEY, WILD GOOSE COUNTRY CLUB, a corporation, M. K. CROWELL and R. M. RICHARDSON, Trustees under a deed of trust dated the 13th day of November, 1917, made and executed by Wild Goose Country Club, a corporation, and recorded in the office of the Recorder of Butte County, California, on the 15th day of November 1917, in Book "7" of Trust Deeds, page 43; W. T. BALDWIN, GEORGE F. JONES, LEE TERRELL, JOHN C. DOOLEY, U. M. DAMON, CHARLES MOORE, AUGUST JOHNSON, GEO. TERRELL, EDWARD STEADMAN, CHARLES PUTNAM, CALIFORNIA TRUST AND SAVINGS BANK, a corporation, SACRAMENTO OUTING CLUB, a corporation, WEST BUTTE COUNTRY CLUB, a corporation, SOUTH BUTTE GUN CLUB, a corporation, FRED W. KIESEL and E. A. BROWN, Trustees under a deed of trust, dated the 24th day of November, 1920, made and executed by SOUTH BUTTE GUN CLUB, and recorded in the office of the Recorder of Sutter County, California, in Book "12" of Trust Deeds on page 69; J. W. S. BUTTER and G. M. DESMOND, Trustees under a deed of trust, dated the 24th day of November, 1920, made and executed by SOUTH BUTTE GUN CLUB, and recorded in the office of the Recorder of Sutter County, California, in Book "14" of Trust Deeds, at page 464; P. T. JAGENOUR, T. L. QUIGLEY, O. D. JACOBY AND P. A. DINSMORE, Trustees under deed of trust made and executed by T. L. QUIGLEY: GEORGE H. ANDERSON AND ALDEN ANDERSON and COLUSA SHOOTING CLUB, a corporation, parties of the first part, and Butte CREEK DRAINAGE DISTRICT, DRAINAGE DISTRICT NO. 100 of BUTTE COUNTY and DRAINAGE DISTRICT NO. 200 of

BUTTE COUNTY, all being public corporations or agencies organized and existing under the laws of the State of California, the parties of the second part, and WESTERN CANAL COMPANY, a CALIFORNIA corporation, party of the third part,

WITNESSETH: WHEREAS, the parties of the first part are owners collectively of, or are interested in, certain lands, situated in what is commonly known as Butte Basin, in Sutter and Butte Counties, State of California, and hereinafter particularly described and designated and

WHEREAS, said parties of the second part and said party of the third part, and each of them, are desirous of acquiring a perpetual flowage right, storage right, and easement over and upon said lands for the flowage and storage of the waters from their lands and system of drainage ditches and canals respectively as they are now or may hereafter be constructed:

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That said parties of the first part, and each of them, have granted and in consideration of, and at all times subject to, the covenants and conditions hereinafter set forth, do hereby grant to said parties of the second part, and each and all of them, as their, or any of their, boundaries now, or hereafter may extend, the perpetual right and easement to flow from the real property now or hereafter contained in said Drainage Districts, and through their systems of canals and ditches as they now or may hereafter exist, from time to time, on, over through and across, and for storage purposes upon, the following described land situated in

the County of Butte and Sutter, State of California, namely:

Beginning at the northeast corner of the lands of the Wild Goose Country Club, at or near the Quarter Section corner on the north line of Section 17, Township 17, North Range 1 East, Mt. Diablo Base and Meridian, Butte County, California, thence southerly along the East line of said Wild Goose Country Club's land, Clarence J. Berry's lands and the Green Head Gun Club's lands to the Southeast corner of the Green Head Gun Club's land, thence, westerly and southerly along the south and East line of said clubs lands to the northeast corner of the Field & Tule Gun Club's land. Thence southerly along the East line of said clubs lands to the Northwest corner of the land of the South Butte Gun Club, thence easterly along the North line of said clubs land to the Northeast corner of same. Thence Southerly and Westerly along the lines of the South Butte Gun Club, the Sacramento Outing Club, the West Butte Country Club and the Colusa Shooting Club, to the Southeast corner of the Colusa Shooting Club, thence Westerly and Northerly along the South and West lines of said Colusa Shooting Club to the centre line of Butte Creek, thence northerly along the centre line of Butte Creek to the Northwest corner of the lands of the Wild Goose Country Club, thence Easterly along the North line of said Wild Goose Country Club to the place of beginning.

It is the intent and purposes of this description to include all of the lands within the boundaries of the above and, or the following:



The Wild Goose Country Club,  
Clarence J. Berry,  
Greenhead Gun Club,  
Field & Tule Gun Club,  
South Butte Gun Club,  
Sacramento Outing Club,  
Anderson Club,  
West Butte Country Club,  
Colusa Shooting Club.

All being in the counties of Butte or Sutter, State of California.

That said parties of the first part, and each of them, have granted, and do hereby grant to said parties of the second and third part, in consideration of, and at all times subject to, the covenants and conditions hereinafter set forth, the perpetual right and easement to flow from the canals and ditches, or any of them, of said parties of the second and third part, as the same now or may hereafter exist from time to time, water from time to time, on, over, through and across, and for storage purposes upon, the above described land of said parties of the first part. This conveyance is made upon the express condition that the parties of the second part shall so operate their drainage systems and construct the works hereafter referred to, that there shall at all times be maintained the water level in the Bottom of Butte Basin at an elevation not lower than 47.3 feet U. S. G. S. Datum, and that said parties of the second part shall construct and maintain

such works as are necessary to maintain at all times said water plans. The parties of the first part shall be entitled to use upon these lands as above described all of the waters that may flow in or be discharged from the entire system of drainage canals and ditches of the parties of the second part, it being understood that said parties of the second part shall not be required to divide or prorate among said parties of the first part, or to any lands of said parties any waters thus flowing upon said lands from the said system of canals and ditches of said parties of the second part.

The flowage right herein contained and hereby granted carries with it, and there is hereby also granted, the right to store water on said lands to an elevation of 48.8 feet U. S. G. S. Datum, and also the right to construct, repair, maintain, operate and use, from time to time upon said lands, or any of them, the works, canals, ditches, dams, headgates and all other works provided for, specified and contemplated in that certain report on outlet proposed for Butte Creek, No. 100 and No. 200 Drainage Districts, Butte and Sutter Counties, California, made by J. M. Howells, engineer, dated March 22d, 1922, and filed of record in the office of the County Clerk of the County of Butte, State of California, upon the first day of May, 1922, and approved by the Board of Supervisors of said County of Butte, State of California, the 2d day of May, 1922, and filed in the office of the County Clerk of Glenn County, California, the 2d day of May, 1922, and approved by the Reclamation Board of the State of

California, upon the 18th day of May, 1922, excepting from said plans that portion thereof as stated on page three, paragraph five, in the following language, namely:

"To insure a sufficient intake for this canal it is proposed to open a channel dredging where necessary, along the approximate maximum depth line of the Sutter Basin as far North if required, as the head of Sanborn Slough".

Which latter work the said districts agree not to perform, any additional work then above set forth at any future times, shall be done at the mutual consent of the parties hereto.

This conveyance is made upon the further express condition that the rights hereby granted or which may be hereafter granted for works or their maintenance of improvements, shall be exercised at such times and in such a manner as not to substantially interfere with the use and enjoyment of the said lands of the parties of the first part for hunting purposes.

The parties of the second part hereby agree, insofar as they have the legal right to so agree, to the use by the said parties of the first part or any of them, of the drainage systems of the parties of the second part in order to drain their lands or to obtain a flowage of water from either of the distributing systems of the canal companies furnishing water to the parties of the second part, and to convey the same through the said drainage system onto the lands of the parties of the first part if they, or any of the, should require the same; the cost of obtaining said flowage of water, however, to be borne by the parties of

the first part making such use. The use of said drainage system to be enjoyed only under the supervision of the parties of the second part, and without damage or charge to the parties of the first part.

In consideration of the said grant of said perpetual right and easement by said parties of the first part to said party of the third part, to flow water over, across, through and upon the lands of the parties of the first part, as above provided, said party of the third part hereby covenants and agrees and guarantees that there will be at all times hereafter sufficient water flowing down Butte Creek from the canal system of said party of the third part to enable said parties of the second part to fulfill their obligations therein set forth and maintain at all times the water level in the bottom of said Butte Basin at an elevation not lower than 47.3 feet U. S. G. S. Datum.

And in consideration of said covenant and condition aforesaid on the part of said party of the third part, that there will be such an amount of water flowing down Butte Creek at all times as in the paragraph next above provided, said parties of the second part, and each of and all of them, hereby grant to said party of the third part, its successors and assigns, the right at all times and from time to time hereafter, to flow water down, through any and all works constructed at any time or times hereafter, subject at all times to the terms and conditions of this contract, by said parties of the second part, or any of them, and also down through all works in which said parties of the second

part, or any of them, may hereafter have the right to flow water, so that any and all waters from any canal or canals of said party of the third part now, or hereafter constructed, flowing down Butte Creek may be permitted to flow down through any and all such works, so as to have a free outlet for the same into Butte Slough, and thence into the Sacramento River.

None of the parties of the first part shall in any way be liable for any damage occasioned as a result of the works constructed by the parties of the second part or third part, or on account of the flowage and storage of said water, or the use thereof by second and third parties, or due to the granting of this right, or any acts of said parties of the second part or third part, accruing to any person whatsoever, or to any lands whatsoever, excepting to the lands of the parties of the first part.

If the party of the third part shall fail to comply with any of the covenants of this agreement upon its part to be carried out any liability therefor shall be chargeable solely to said party of the third part.

These presents shall constitute an appurtenance to the lands of each of the parties of the first part, and shall pass to their grantees or successors in interest to the whole or any of said lands; and all of the terms hereof shall bind the successors in interest of all of said parties hereto.

It is hereby agreed and understood that if the said parties of the second part or third part shall fail to keep and perform any and all of the conditions of this grant, this grant



shall terminate and end at the option of the owners of a majority of the acreage now belonging to the parties of the first part, said option to be exercised by said owners by filing in the offices of the County Recorders of the Counties of Butte and Sutter, State of California, notices in writing to that effect, signed and acknowledged by said owners, said notices to become effective immediately upon the filing thereof in the offices of said County Recorders. That every covenant or agreement to be kept and performed by said second and third parties referred to herein, shall be treated as an express condition upon which said grant is made by said first parties, said grant to be terminated only in the manner in this paragraph specified.

All rights or way or other easements or conveyances hereafter made by any of the parties to this contract shall be subject at all times to all of the terms and conditions of this contract.

In the performance of this contract the parties of the second part are hereby granted the use of levees and regulating works of the parties of the first part.

It is also further agreed that said parties of the second part may enter into such contracts or agreements with other reclamation, or drainage districts as they may elect, whereby and whereunder the waters flowing or to be flowed in the system of drainage canals and ditches of such district or any thereof, may be united with the waters flowing or to be flowed in the system of drainage canals and ditches of the said parties of the second part, and then

carried or flowed on, over and across or stored upon, the lands of said parties of the first part hereinbefore described, and to that end there is hereby granted to said parties of the second and third part, the perpetual right and easement to flow such waters on, over and across, and to store such waters upon the lands of said parties of the first part hereinbefore described, upon the same terms and conditions of this contract; provided, however, that all such waters so flowing or to be flowed from the system of drainage canals and ditches of such other drainage or reclamation districts shall be united and collected with the waters so flowing or to be flowed from the system of drainage canals and ditches of said parties of the second part at a point no further south than where Sanborn Slough, so-called, intersects Hamilton Slough, so-called, which point of intersection located also the discharge end of the main canal through which all waters of Reclamation District No. 833 are delivered into Butte Basin, such point being approximately a quarter of a mile west of the center of Section 31, Township 17 North, Range 1 West, Mount Diablo Base and Meridian.

The rights herein granted by the parties of the first part are not exclusive rights, the parties of the first part reserving the right to grant to other parties the same or other privileges over the same land. The right of flowage herein granted by the parties of the first part are not exclusive rights, but are concurrent with and the same as the flowage granted or to be granted Reclamation District No. 833, by the said parties of the first part.



The parties of the second part and third part hereby grant to the parties of the first part in equal interest according to acreage, a perpetual right for the use of said drainage water in the proportions mentioned, for any purposes whatsoever, upon the lands of the parties of the first part, in so far as they have the legal power to grant such right.

All three of the parties hereto agree that none of them will cause any of the waters accumulated on the lands of the parties of the first part to be reduced below the summer level.

All the parties of the first part shall be interested in all of the water mentioned in this contract in such proportions as the acreage owned by each of said first parties bears to the total acreage owned by all of them.

All the rights and obligations of each and all of the parties hereto under this agreement shall run to and bind respectively each and all of the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, the individual parties hereto have hereunto set their hands, and the corporation parties hereto have caused these presents to be executed by the President and Secretary of such respective corporations, and have caused the respective seals thereof to be hereunto affixed the day and year in this indenture first above written.

T. L. Quigley  
(Greenhead Gun Club)

Wm. B. Sharp

J. W. Dorsey

WILD GOOSE COUNTRY CLUB

By Arthur W. Elliott,

Vice-President.

(Last Chance Gun Club)

George F. Jones

Edward Steadman

Geo. E. Terrell

J. L. Terrell

C. W. Putnam

W. T. Baldwin

U. M. Damon

C. B. Moore by W. T. Baldwin

August Johnson

John C. Dooley

CALIFORNIA TRUST AND SAVINGS BANK

By \_\_\_\_\_ President

By \_\_\_\_\_ Secretary

SACRAMENTO OUTING CLUB

By W. H. Roberts, President.

WEST BUTTE COUNTRY CLUB

By F. J. Ruhstaller, President.

SOUTH BUTTE GUN CLUB

By A. H. Schnabel, President.

NORTH BUTTE COUNTRY CLUB

By P. T. Langenour, Pres.

(SEAL)

(SEAL)

COLUSA SHOOTING CLUB

By Harmon M. Albery, President

(SEAL)

BUTTE CREEK DRAINAGE DISTRICT

By John G. Beekler, President

By Annie Riley, Clerk.

(SEAL)

DRAINAGE DISTRICT NO. 100 of BUTTE C

By Bert Evans, President

By Clay B. Harris, Secretary

(SEAL)

Drainage District No. 200 of Butte C

By G. A. Lattermore, President

By Chas. Bloom, Secretary.

(SEAL)

Western Canal Company

By W. N. Spaulding, President

And By Chaffee E. Hall, Secretary.

STATE OF CALIFORNIA,     )  
                                   ( ss.  
 COUNTY OF SACRAMENTO,    )

On this 6th day of September, in the year one thousand nine hundred and twenty-two before me Robert S. Driver, a Notary Public in and for the County of Sacramento, State of California, residing therein, duly commissioned and sworn, personally appeared Arthur W. Elliott, known to me to be the Vice President of Wild Goose Country Club, the corporation described in and that executed the within instrument and also known to me to be the person who executed it on behalf of the corporation therein named, and he



acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the City of Sacramento, County of Sacramento, State of California, the day and year in this Certificate first above written.

(SEAL)

Robert S. Driver, Notary Public  
in and for the County of Sacramento, State of California.

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STATE OF CALIFORNIA,     )  
                                  ( ss.  
COUNTY OF SACRAMENTO,   )

On this 6th day of September, in the year one thousand nine hundred and twenty-two before me Robert S. Driver, a Notary Public in and for the County of Sacramento, State of California, residing therein, duly commissioned and sworn, personally appeared F. J. Ruhstaller, known to me to be the President of West Butte Country Club, the corporation described in and that executed the within instrument and also known to me to be the person who executed it on behalf of the corporation therein named, and he acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the City of Sacramento, County of Sacramento, State of California, the day and year in this Certificate first above written.

(SEAL)

Robert S. Driver, Notary Public  
in and for the County of Sacramento, State of California.

----

STATE OF CALIFORNIA,     )  
                                   {   ss.  
 COUNTY OF SACRAMENTO,    )

On this 6th day of September, in the year one thousand nine hundred and twenty-two before me Robert S. Driver, a Notary Public in and for the County of Sacramento, State of California, residing therein, duly commissioned and sworn, personally appeared W. M. Roberts, known to me to be the President respectively of Sacramento Outing Club, the corporation described in and that executed the within instrument and also known to me to be the person who executed it on behalf of the corporation therein named, and he acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the City of Sacramento, County of Sacramento, State of California, the day and year in this Certificate first above written.

(SEAL)

Robert S. Driver, Notary Public

in and for the County of Sacramento, State of California.

----

STATE OF CALIFORNIA,     )  
                                   {   ss.  
 COUNTY OF SACRAMENTO,    )

On this 6th day of September, in the year one thousand nine hundred and twenty-two before me Robert S. Driver, a Notary Public in and for the County of Sacramento, State of California, residing therein, duly commissioned and sworn, personally appeared

P. T. Langenour, known to me to be the President of North Butte Country Club, the corporation described in and that executed the within instrument and also known to me to be the person who executed it on behalf of the corporation therein named, and he acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the City of Sacramento, County of Sacramento, State of California, the day and year in this Certificate first above written.

(SEAL)

Robert S. Driver, Notary Public  
in and for the County of Sacramento, State of California.

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STATE OF CALIFORNIA,     )  
                                  ( ss.  
COUNTY OF SACRAMENTO,   )

On this 6th day of September, in the year one thousand nine hundred and twenty-two before me Robert S. Driver, a Notary Public in and for the County of Sacramento, State of California, residing therein, duly commissioned and sworn, personally appeared A. H. Schnabel, known to me to be the President of South Butte Gun Club, the corporation described in and that executed the within instrument and also known to me to be the person who executed it on behalf of the corporation therein named, and he



acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the City of Sacramento, County of Sacramento, State of California, the day and year in this Certificate first above written.

(SEAL)

Robert S. Driver, Notary Public

in and for the County of Sacramento, State of California.

STATE OF CALIFORNIA, )  
                                   ( ss.  
 COUNTY OF YOLO,         )

On this 19 day of April, A. D. 1923, before me G. E. Toothacker, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared John G. Beekler, President, Butte Creek Drainage District, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official sea, the day and year in this Certificate first above written.

(SEAL)

G. E. Toothacker, Notary Public

in and for said County and State of California.

Recorded at the request of Driver & Driver, April 28, 1923, at 56 min. past 9 o'clock, A. M. in Book "V" page 76 of Covenants, Butte County Records.

No. 2540

/s/ Clara Coffman Recorder.



STATE OF CALIFORNIA, )  
                          ( ss.  
COUNTY OF BUTTE        )

I, ETHEL M. ESTES, County Recorder, in and for the County of Butte, do hereby certify the foregoing to be a full, true and correct copy of Agreement between Clarence S. Berry et al and Butte Creek Drainage District et al as the same appears of record in this office in Vol. "V" of Covenants, Page 76 Butte County Records.

WITNESS my hand and official seal this 4th day of October, 1966

/s/ETHEL M. ESTES County Recorder

By \_\_\_\_\_ Deputy

EXHIBIT B

Letter of August 4, 1967 from  
Western Canal Company entitled  
"In re Agreement of July 7, 1922  
Between Gun Clubs, Districts and  
Western Canal Company

## WESTERN CANAL COMPANY

245 MARKET STREET  
SAN FRANCISCO, CALIF.

IN RE AGREEMENT OF JULY 7, 1922 BETWEEN GUN CLUBS,  
DISTRICTS AND WESTERN CANAL COMPANY

- - -

Referring to the meeting at Gridley on June 12, 1937, at which representatives were present from the various gun clubs in Butte Basin, and Butte Creek, No. 100 and No. 200 Drainage Districts, Reclamation District No. 833 and Western Canal Company, called particularly to determine a course of action concerning the changed and changing physical conditions in Butte Basin and the maintenance of the stipulated water elevation in that basin on the duck clubs, it was explained and fully understood at that meeting that it was the intention of the parties to said agreement that Western Canal Company was to provide in Butte Creek from its main canal after drainage from the rice fields had ceased each year up to but not to exceed 200 cubic feet of water per second, for maintaining during the duck hunting season the said elevation in Butte Basin, provided that full advantage was made of the available rice drainage water before any delivery was made from Western Canal, and that said quantity of water was then accepted as the maximum necessary to maintain the water level in the duck clubs at the agreed elevation, if the clubs and basin were properly flooded with rice drainage water at the beginning of each season.

Physical conditions and methods of operation by the gun clubs and districts, over which Western Canal Company has had no control whatever, have changed in the area covered by the agreement and the Canal Company, as an accommodation to the gun clubs, has actually delivered at times more than said quantity of water. If proper steps toward retention and conservation of water on the club lands are taken by the parties in interest, other than the Canal Company, and the districts and gun clubs operate their water control works as contemplated under said agreement, it was agreed at said meeting that said 200 cubic feet of water per second would be adequate as above mentioned.

Accordingly, Western Canal Company is hereby notifying all parties to said agreement that henceforth it will not deliver under said agreement in excess of 250 cubic feet of water per second from Western Canal into Butte Creek to meet demands of the gun clubs. Such maximum delivery, if properly controlled, will maintain 200 cubic feet of water per second at the intake of Sanborn Slough and will constitute complete fulfillment of Western Canal Company's obligations under said agreement.

Copies of this notice are being mailed to all the said duck clubs and districts, as indicated below. We look for the fullest cooperation from the Districts and clubs to the end that the quantity of water specified will fully meet their requirements.

Dated: August 4, 1937.

Very truly yours

WESTERN CANAL COMPANY

By

*[Signature]*  
Vice-President and  
General Manager

Copies to: