

JUN 5 1953

AGREEMENT:

THIS AGREEMENT, made and entered into as of this 2<sup>nd</sup> day of June, 1953, by and between GLENN-COLUSA IRRIGATION DISTRICT, hereinafter referred to as "Glenn Colusa", First party; COMPTON-DELEVAN IRRIGATION DISTRICT, hereinafter referred to as "Compton", Second party; PROVIDENT IRRIGATION DISTRICT, hereinafter referred to as "Provident", Third party; PRINCETON-CODORA-GLENN IRRIGATION DISTRICT, hereinafter referred to as "Princeton", Fourth party; JACINTO IRRIGATION DISTRICT, hereinafter referred to as "Jacinto", Fifth party, all of said parties being districts organized and existing under the laws of the State of California and located in Glenn and Colusa counties and hereinafter collectively referred to as "Irrigation Districts", and individually referred to as "each of said irrigation districts" and RECLAMATION DISTRICT NO. 2047, herein referred to as "Reclamation District", Sixth party, a reclamation district organized and existing under the laws of the State of California.

WITNESSETH:

WHEREAS, Reclamation District is the owner of a drainage system located within the boundaries of said Irrigation Districts, and for many years each of said Irrigation Districts at its expense has maintained that portion of said drainage system located within its boundaries for said Reclamation District, and it is the desire of Reclamation District that Irrigation Districts continue to do said maintenance work in the future; and

WHEREAS, it has been proposed that Reclamation District be dissolved and that upon dissolution that portion of its drainage

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system located within said Irrigation Districts be transferred to the respective Irrigation District in which it is located, in which event also said Irrigation Districts will be obligated to maintain the same; and

WHEREAS, at the time Reclamation District was formed and its drainage system constructed its plans provided for its main canal to cross the then existing main canal of Compton at a point approximately on the North line of the old Compton Ranch in Colusa County, California, and the construction of a structure that would permit of the drainage waters in the main canal of Reclamation District passing across said main canal of Compton; and

WHEREAS, as part of the consideration permitting the said crossing of its canal, it was agreed between Compton and Reclamation District that Compton would be permitted to use any water flowing in said main canal of Reclamation District by diverting the same into the main canal of Compton at said point of crossing as is more fully outlined in the report and recommendation of Charles D. St. Maurice, Chief Engineer of Reclamation District, to its Board of Trustees, dated June 17, 1921 as follows, to wit:

"As per plans for this structure, the upper end of the same will have sliding gates attached thereto, which, when open, will provide full flow of the drainage waters down the drainage canal and when closed or partially so, will provide water from Willow Creek for the service of the Compton-Delevan Irrigation District, if desired by them.

Second: The irrigation waters for said irrigation district will be carried at right angles across the top of the above mentioned drainage structure, being retained in a channel by means of flashboards. By maintaining these flash boards in place or by removing them in part on the North side, fresh water from the Sacramento River, drainage water from Willow Creek, or mingled waters, as the case may be, may be uninterruptedly used by the Compton-Delevan Irrigation District.

That said report was accepted by the board of trustees of Reclamation District as set forth in the minutes of their meeting, dated June 17th, 1921, and in consideration thereof Compton permitted the aforesaid crossing to be constructed and said crossing was so constructed; and

WHEREAS, there are large quantities of water flowing in the drains of Reclamation District, that can be diverted and used by the Irrigation Districts, that exists in said drains only by reason of the fact that Irrigation Districts through the expenditure of many millions of dollars have provided and operate at great annual expense, pumps and conduits to pump said water from the Sacramento River and transport it to the area where it accumulates in said drains through spill, seepage and return flow; and

WHEREAS, if it were not for the fact that the water is brought to said drains by the said Irrigation Districts, as aforesaid, the drains would be dry during the summer months or substantially so; and

WHEREAS, each of said Irrigation Districts contributes to the waters in said drain, and each of said Irrigation Districts now diverts or proposes to divert, and desires in the future to divert water from said drains for use within its boundaries; and

WHEREAS, Provident has for many years diverted water for use within its boundaries from said drains of Reclamation District, and for that purpose has maintained and operated: a pumping plant in the Northwest corner of Section 53 in the Glenn Ranch Survey, which pumps water out of the Upper Main Canal of Reclamation District; a pumping plant on Lateral A between Sections 47 and 50, Glenn Ranch Survey; a pumping plant on Lateral K, Section 59, Glenn Ranch Survey; a pumping

plant on Lateral K in Section 86, Glenn Ranch Survey; a diversion dam across Willow Creek in Drain B on the South side of Riz-Butte City road in Lot 15, Packer Unit, and also has maintained and operated a pump at this point; and

WHEREAS, Princeton has for many years diverted water for use within its boundaries from said drains of Reclamation District, and for that purpose has maintained and operated two pumping plants/<sup>pumping</sup> from the main drain of Reclamation District at a point near the Glenn-Colusa County line, and a pumping plant on an extension of Drain 10 on the North and South centerline of Lot 161, Hoggs Tract; and

WHEREAS, Glenn-Colusa has for many years diverted water for use within its boundaries from said drains of Reclamation District, and for that purpose has maintained and operated: a gate on the North side of Willow Creek in Section 13, Township 19 North, Range 3 West; a gate on the South side of Willow Creek at the same location; a gate on the South side of Willow Creek in Section 91, Glenn Ranch Survey; a pump in B-1-C Drain in Section 30, Township 19 North, Range 2 West; a delivery in B-1 Drain in Section 32, Township 19 North, Range 2 West; a delivery in Drain C-11 in Section 33, Township 19 North, Range 3 West; a delivery in Drain D in Section 32, Township 18 North, Range 3 West; two pumps in Hunter Creek in Section 35, Township 18 North, Range 3 West; a delivery in Logan Creek for Compton; three deliveries in Hunter Creek; a pump in Stone Corral Creek, Lateral E-1 in Section 34, Township 17 North, Range 3 West; a delivery in Stone Corral Creek, Lateral E; a delivery in Drain F-2 in Section 15, Township 16 North, Range 3 West; a delivery in Drain F-4 in the Southwest quarter of Section 14, Township 16 North, Range 3 West; a delivery in Drain F-2 in Section 14, Township 16

North, Range 3 West; a delivery in Drain F-11 on the North line of Section 30, Township 16 North, Range 3 West; a delivery in Drain F-14 in Section 28, Township 16 North, Range 3 West; two pumps in Lurline Creek, Lateral F in Section 27, Township 16 North, Range 3 West; a delivery in Lurline Creek in Section 26, Township 16 North, Range 3 West; two deliveries in Salt Creek, Lateral G-1 in Section 11, Township 15 North, Range 3 West; and a delivery in Salt Creek, Lateral G-1 in Section 1, Township 15 North, Range 3 West; and

WHEREAS, the lands in said Irrigation Districts have through assessments paid a large portion of the capital construction cost of said Reclamation District and by the maintenance of the drains by said Irrigation Districts as aforesaid and through payment of maintenance and operation assessments of Reclamation District have born the brunt of such expense and should be entitled to any benefit that may be obtained from water flowing in said drains, and it is in keeping with the intent and spirit of Sections 50910 and 50912 of the Water Code that said water be delivered to said Irrigation Districts.

NOW, THEREFORE, the parties hereto agree as follows, to wit:

1. Reclamation District agrees that Irrigation Districts may divert by gravity or pumping, or both such methods, and use any and all water in Reclamation District drains and install, operate, and maintain the necessary diversion works, structures, and pumping plants in and on said drains and easements therefor to accomplish such diversion.

2. In consideration thereof each of said Irrigation Districts agrees at its expense to continue maintaining all drains located within its boundaries of Reclamation District,

and to protect all landowners from damage by reason of said drains backing up as a result of the diversion of water therefrom by the Irrigation District or the installation of facilities in said drains for such diversion of water, and to protect Reclamation District against any liability from any damages resulting from such diversion and use of water from said drains.

3. The parties hereto mutually agree that each of said Irrigation Districts shall be entitled to divert at points within its boundaries and use within its boundaries any and all water within its boundaries in drains of Reclamation District, whether the said water exists in said drains as a result of the acts of the Irrigation District diverting the same, or as a result of drainage, seepage, spill, or return flow from any of the other Irrigation Districts parties to this Agreement, or otherwise.

4. Each of said Irrigation Districts (referred to in this paragraph as "Grantor District") agrees to and does hereby exchange, transfer, and deliver to each of the other Irrigation Districts parties to this Agreement, all water Grantor District contributes to the flow in Reclamation District drains by seepage, drainage, spill or return flow that is not then 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 will receive from the other Irrigation Districts, or any of them, under the provisions of this paragraph, and the other benefits to be received under the terms of this Agreement. It is the intent hereof that each of said Irrigation Districts may capture from Reclamation District drains at points within the boundaries of the Irrigation District for use within its boundaries, any water in Reclamation District drains that the

Irrigation District desires for use within its boundaries, and it is only water in excess of that desired by the Irrigation District for use within its boundaries that is or shall be exchange, transferred and delivered under this Agreement to the other Irrigation Districts.

5. Carrying out the intent of the original plan entered into between Reclamation District and Compton it is agreed that Compton, its successors and assigns, may capture by pumping or gravity diversion, any and all water in the Reclamation District drain reaching the point on the North line of the old Compton Ranch in Colusa County where said drain crosses the main canal of Compton.

6. This agreement shall be subject to that certain agreement dated September 6th, 1949, entered into by and between Provident and Jacinto respecting the maintenance of certain drains by Provident, and the diversion and use of water from Deep Drain No. 5 which agreement shall remain in full force and effect during the term of the same. This Agreement shall be effective immediately as to all drains and all water covered by its provisions insofar as it is not in conflict with said earlier agreement and upon the expiration of the term of said earlier agreement shall continue to be so effective, and in addition its effectiveness shall automatically increase to the extent that the conflicts of the earlier agreement are removed by its expiration. Except for said agreement of September 6, 1949, this agreement shall supercede all other agreements and arrangements between the parties, or any of them, that may exist affecting the matters covered by this Agreement.

7. This Agreement shall bind and benefit the successors and assigns of each of the parties hereto. In

the event any or all of said Irrigation Districts are consolidated, the rights and obligations of the consolidated districts under this Agreement may be assigned to, and assumed by the consolidated district, and the dissolution of Reclamation District shall not terminate this Agreement, but in that event the Irrigation Districts insofar as they acquire the properties of Reclamation District shall be bound by its commitments under this Agreement and this Agreement shall remain effective.

8. If any term, condition, or period of this Agreement should be held to be illegal or unenforceable or beyond the power of any party to enter into, it shall not invalidate the Agreement as to its other terms, conditions or periods.

9. This Agreement shall be effective immediately as of the day and year first hereinbefore written.

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

GLENN-COLUSA IRRIGATION DISTRICT

By Fred J. Johnson President

By H.P. Allard Executive Secretary  
First party

COMPTON-DELEVAN IRRIGATION DISTRICT

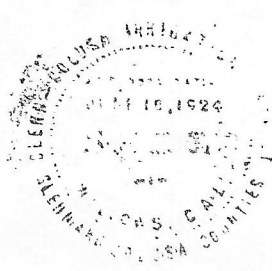
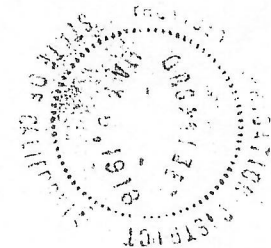
By L.C. Dennis President

By W. Knowles Secretary  
Second party

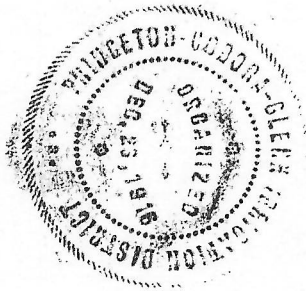
PROVIDENT IRRIGATION DISTRICT

By Walter Calvert President

By M. M. ... Secretary  
Third party







PRINCETON-CODORA-GLENN IRRIGATION DISTRICT

By Dellah Cabot President

By Chas. Farmer Secretary  
Fourth party

JACINTO IRRIGATION DISTRICT

By Leslie P. Fulton President

By Rosa Cuadras Secretary  
Fifth party

RECLAMATION DISTRICT NO. 2047

By Geo. J. Otters President

By H. B. Allard Secretary  
Sixth party

