

**From:** Ben King bking@pacgoldag.com

**Subject:** Excerpts From SOI For RD 2047

**Date:** March 30, 2023 at 10:23 AM

**To:** John Benoit j.benoit4@icloud.com

**Cc:** jcorona@countyofcolusa.com, jbell@countyofcolusa.com, Luke Steidlmayer luke@steidlmayerlaw.com, Ben King bking@pacgoldag.com

BK

Dear Mr. Benoit,

This will be my final comments before the April 6<sup>th</sup> Hearing. I am copying Chair Corona and Supervisor Bell on this email since it relates to the email I sent last night regarding the County Code and the dam at the south eastern edge of the Colusa National Wildlife Refuge. I did not have access to the SOI for RD 2047 until I received it from you yesterday so my apologies for this addendum comment.

Here is an excerpt from Page 48 of the RD 2047 Excerpt:

“Even though no specific mention of water use was included in the right-of-way agreements, the consensus within the District was that the landowners had the right to use any water crossing their property **but that no obstruction could be allowed in the channel**. In order to accomplish the drainage plan described above, it was necessary that the District obtain the rights to use certain improvements and works of various districts located between the southern end of Reclamation District 2047 and Knights Landing.”

I would like to point out that the covenants in my Deed correspond with the historical consensus “**that no obstruction could be allowed in the channel**.” My question is how has this use of the channel changed from “no obstruction” to a dam that destroys aquatic and wildlife habitat in addition to violating covenants given in exchange for an easement. The GCID SOI should have this disclosure and provide an explanation for the existence and operation of the dam.

Another historical fact is that RD2047 was to include all of the area from Willow Creek to the top of RD108’s facilities. Right now the area south of the dam is without any public agency jurisdiction but only includes the jurisdiction of Colusa Drain Mutual Water Company which can not provide for delivery of water south of the dam without the operator of the dam releasing such water. Even last year the CDMWC should have been able to deliver 9 pct of its contractual rights with the USBR but was not able to due to the dam.

Regarding the “Five Party Agreement” – as I mentioned before none of the history or the existence of the Agreement is referenced in the GCID MSR/SOI. On Page 49 or the RD 2047 SOI there is reference to a plan to extend the Five Party Agreement to include Willow Creek Mutual Water Company and CDMWC – has that happened?

There is also a footnote 69 referencing:

69 COUNTY OF COLUSA BOARD OF SUPERVISORS, Melissa Kitts Deputy Clerk to the Board, 547 Market Street, Ste. 102, Colusa, CA 95932, (530) 458-0735, [mkitts@countyofcolusa.com](mailto:mkitts@countyofcolusa.com). April 24, 2018.

Do you know what this footnote is intended to reference? I don't believe that April 24<sup>th</sup> was a BOS Meeting Date and could not see anything on the Agendas for the Meetings before or after?

Finally in Footnote 68 there is reference to : **Reclamation District No. 2047, "Brief History and Responsibilities," May 31, 1996** Can you send me a copy of this document as soon as possible or provide any information about where I can obtain the Brief History and Responsibilities for RD 2047?

Thank you very much for your time and consideration

Best Regards,

Ben King