

1 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA,  
2 IN AND FOR THE COUNTY OF SHASTA.

No. 5111

4 EDNAH M. BLACK, )

5 Plaintiff, )

6 vs. )

7 MARTHA B. GRINELL, RICHARD W. HAYNES, )  
8 A. R. HAYNES, J. C. ERICKSON, JOHN SNOOKS, )  
9 FRED GREER, MARY ANN CORNAZ, TIMOTHY DESMOND, )  
10 SALVE BUE, RAY VEDDER, MRS. ELLA B. BRADDEN, )  
11 and the RED RIVER LUMBER COMPANY, a Corporation. )

12 Defendants.

13 ---oOo---

14 AGREEMENT IN CONNECTION WITH THE GREER-CORNAZ DITCH AND  
15 FOR THE AMENDMENT OF DECREE IN THE ABOVE ENTITLED ACTION  
16 ENTERED JANUARY 30, 1926 AS IN RELATION TO SAID DITCH.

17 WHEREAS, the undersigned, Howell H. Cook and G. C. Estes,  
18 also known as Carson Estes; Roderick Koehler; Nonnie Cornaz, an  
19 incompetent person, by her Guardian, L. B. Koehler; Harry a. A.  
20 Lonquist; Ray Vedder; Ednah M. Black; and Scott Lumber Company,  
21 Inc., a corporation, are s all of the owners of and users of water  
22 from the Greer-Cornaz Ditch taking water out of Burney Creek at  
23 Burney in Shasta County, California, and which Ditch is involved  
24 in the Judgment and Decree entered in the above entitled action  
25 on January 30, 1926; said Greer-Cornaz Ditch is more particularly  
26 described as follows:

27 The Greer-Cornaz Ditch diverts from Burney Creek  
28 on the East bank thereof, at a point approximately  
29 due south of the 1/4 corner common to Sections 19  
30 and 20, T 35N , R 3 E , M. D. B. & M , said point  
31 being within the NW1/4 of SW 1/4 of said Section 20  
32 and runs northeasterly and northerly a distance  
of approximately 20,300 feet ( 3.75 miles) to its  
terminus at the north line of Section 4, T. 35 N.,  
R, 3 E , M D. B. & M. and terminus being within  
the NW1/4 of NW1/4 said Section 4.

1                   AND WHEREAS Howell H. Cook and G. C. Estes now own the  
2                   unsold portion of the lands formerly owned by Fred Greer and  
3                   the Red River Lumber Company and described in paragraphs VII and  
4                   IX respectively of Table 1 of said Decree and hereinafter described  
5                   in paragraphs A and C of "Exhibit Y" hereunto annexed and made  
6                   a part hereof,

7                   AND WHEREAS Roderick Koehler, Harry A. Lonquist and  
8                   Nonnie Cornaz, an incompetent person, are now the owners of the  
9                   lands formerly owned by Mary Ann Cornaz and described in paragraph  
10                  VIII of Table I of said Decree and hereinafter described  
11                  in paragraph B of said "Exhibit Y";

12                  AND WHEREAS Ray Vedder is still the owner of the lands  
13                  described in paragraph X of said Table I of said Decree and  
14                  hereinafter described in paragraph D of "Exhibit Y";

15                  AND WHEREAS Ednah M Black is the owner of all the lands  
16                  described in paragraph XI of Table I of said Decree except approxi-  
17                  mately 186 acres thereof sold to Scott Lumber Company, Inc.;  
18                  said lands of Ednah M Black and Scott Lumber Company, Inc., as  
19                  now owned, being hereinafter described in paragraphs E and F of  
20                  said "Exhibit Y", and in the transfer of said lands by said Ednah  
21                  M. Black said Scott Lumber Company, Inc., is given the right, as  
22                  an appurtenance to Parcel I, to divert and use from Burney Creek  
23                  solely through one channel ten per cent of the total amount of  
24                  water allotted and physically available to said Ednah M. Black  
25                  under said Decree in Black vs. Grinell;

26                  AND WHEREAS the efficient operation of said Ditch requires  
27                  that said Ditch should be cleaned prior to the commencement of the  
28                  irrigation season of each year to prevent unreasonable transporta-  
29                  tion losses in the delivery of the amounts of water set forth in  
30                  said Judgment and Decree;

31                  AND WHEREAS Paragraph 23 of said Decree has proven  
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1 inadequate to cover the cleaning of said Ditch throughout its  
2 length, and particularly where said Ditch extends through the lands  
3 of non-users;

4 AND WHEREAS new and improved structures are required in  
5 connection with said Ditch in order to make the operation thereof  
6 and the distribution of water therefrom efficient;

7 AND WHEREAS the parties hereto desire to enter into an  
8 agreement providing for the maintenance, supervision of, and dis-  
9 tribution of water from said Ditch, and to amend said Decree in  
10 the above entitled action by incorporating therein the terms of  
11 said agreement;

12 THEREFORE IN consideration of the premises the parties  
13 hereto do agree as follows:

14 (1) The Greer-Cornaz Dam and Headgate on Burney Creek  
15 at the point of diversion of the Greer-Cornaz Ditch shall be  
16 maintained, and from time to time reconstructed as necessary, and  
17 the Greer-Cornaz Ditch from its point of diversion to its terminus  
18 shall be maintained, and from time to time reconstructed as  
19 necessary, and shall be cleaned whenever necessary to prevent  
20 unreasonable loss in transportation, at the expense of the owners  
21 of said Dam, Headgate and Ditch in proportion to their continuous  
22 flow allotments, tabulated as follows:

23	Ditch Owners	Continuous Flow	Allotment
24		c.f.a	% of Total
25	Black, Ednah M.	5.85	32
26	Scott Lumber Co., Inc.	0.50	4
27	Cook, Howell H and Estes, Carson (Red River Lumber Co.)	4.32	24
28			
29	Cook, Howell H. and Estes, Carson (Greer Rh)	1.37	8
30	Lonquist, Harry A., et al	3.98	22
31	Vedder, Ray	1.73	10
32	TOTAL	17.75	100

(2) A concrete Parshall Measuring Flume shall be construct-  
ed, maintained, and from time to time reconstructed as necessary,

1 in the Greer-Cornaz Ditch near the head of said Ditch at the expense  
2 of the owners of said Greer-Cornaz Ditch in proportion to their  
3 said continuous flow allotments as tabulated in paragraph (1)  
4 hereof.

5 (3) Diversion from the Greer-Cornaz Ditch shall be con-  
6 fined to the following laterals therefrom to-wit:

7 John Greer Lateral for the former Greer Property now  
8 owned by Howell H. Cook and G. C. Estes.

9 Cornaz East Lateral and Cornaz West Lateral for the  
10 former Cornaz property now owned by Harry A. Lonquist et al.

11 Vedder Lateral for the Vedder Property.

12 Several unnamed laterals for the former Red River Lumber  
13 Company property now owned by Howell H. Cook and G. C. Estes.

14 (4) Any Waters of the Greer-Cornaz Ditch hereafter  
15 transferred to subdivisions of the properties served by the laterals  
16 named in paragraph (3) shall be taken from the respective laterals,

17 (5) Check gates and out-let control gates shall be con-  
18 structed, maintained, and from time to time reconstructed as neces-  
19 sary at the expense of the respective owners thereof, for the  
20 John Greer Lateral, Cornaz East Lateral, Cornaz West Lateral,  
21 Vedder Lateral and at each lateral presently constructed or here-  
22 after constructed from the ditch over that portion of its course  
23 through the former Red River Lumber Company property now owned by  
24 Howell H. Cook and G. C. Estes.

25 (6) Suitable measuring devices shall be constructed,  
26 maintained, and from time to time reconstructed as necessary, in  
27 the John Greer Lateral, Cornaz East Lateral, Cornaz West Lateral,  
28 and Vedder Lateral at the expense of the respective owners thereof.

29 (7) The concrete Parshall Measuring Flume heretofore  
30 constructed in the Greer-Cornaz Ditch at a point downstream from  
31 the head of the Vedder Lateral and approximately 100 feet north  
32 of the south line of the NW1/4 of NW1/4 of Section 9, T. 35 N., R. 3 E.,  
M.D.B. & M., such line being the south line of the Howell H. Cook  
and Carson Estes (formerly Red River Lumber Company) property,

1 shall be maintained, and from time to time reconstructed as neces-  
 2 sary, at the expense of Howell H. Cook and Carson Estes, Ednah M.  
 3 Black and Scott Lumber Company in proportion to their continuous  
 4 flow allotments, tabulated as follows:

Ditch Owners	Continuous Flow Amount in F.F.S.	Allotment % of Total
Black, Ednah M.	5.85	55
Cook, Howell H. and Estes, Carson	4.32	41
Scott Lumber Co., Inc.	0.50	4
TOTAL	10.67	100

9  
 10 (8) A concrete Parshall Measuring Flume shall be con-  
 11 structed, maintained, and from time to time reconstructed as nec-  
 12 essary, in said Ditch near its terminus at the north line of Sec-  
 13 tion 4, T. 35 N., R. 3 E., M.D.B. & M. (North line of Howell H.  
 14 Cook and Carson Estes property, formerly the Red River Lumber Com-  
 15 pany property) at the expense of Ednah M. Black and Scott Lumber  
 16 Company, Inc., in proportion to their continuous flow allotments,  
 17 tabulated as follows:

Ditch Owners	Continuous Flow Amount in S.F.S.	Allotment % of Total
Black, Ednah M.	5.85	92
Scott Lumber Co., Inc.	0.50	8
TOTAL	6.35	100

22 (9) The construction and reconstruction of all control  
 23 structures and measuring devices provided for in this agreement  
 24 shall be subject to supervision and approval by the Divison of Water  
 25 Resources, Department of Public Works, State of California.

26 (10) The reasonable transportation loss from said Ditch  
 27 over its entire length shall be determined under actual operating  
 28 conditions by a Water Master or other representative of the said  
 29 Division of Water Resources. The loss so determined shall be used  
 30 as a criterion as to when such loss becomes unreasonable and as to  
 31 whether or not said Ditch shall be cleaned.

1 (11) To facilitate the cleaning of said ditch the follow-  
2 ing conditions shall be observed, and provisions made by each owner.

3 (a) Removable panels shall be constructed and maintained,  
4 at the expense of the respective ditch owners, in all  
5 fences heretofore or hereafter constructed across the  
6 ditch or the banks thereof, except property  
7 boundary line fences. Such panels shall be of  
8 sufficient width to permit free movement in the  
9 ditch and along the banks thereof of such equipment  
10 as may be used in cleaning the ditch.

11 (b) No owner shall place any bridge, parallel fence  
12 or any obstruction in, across, on or near the ditch  
13 or the banks thereof, other than the check gates and  
14 control gates provided for in paragraph 5 hereof,  
15 which will interfere with the free flow of water through  
16 the ditch or which will interfere with the mainten-  
17 ance of the ditch.

18 (c) Parallel fences or other obstructions on or  
19 sufficiently near the banks of the ditch to interfere  
20 with the cleaning and maintenance of the ditch shall  
21 be immediately removed.

22 ( (d) Where a fence is constructed parallel with the )  
23 ( ditch the bank of the ditch may be widened to extend )  
24 ( inside of such fence, if necessary to do so for the )  
25 ( watering of stock. )

26 (12) In cleaning said Ditch curves shall be eliminated  
27 and course thereof maintained as near as may be in a straight line.

28 (13) Approximately a 1 foot concrete coping shall be  
29 constructed on the present dam in Burney Creek at the head of said  
30 Ditch with an opening in the center for a 6 foot weir on the  
31 present dam level. A steel plate shall be placed at each end of  
32 the opening so that a metal weir can be bolted to the projecting  
plates. Said weir shall be used as an aid in measuring the water for the

1 lands of Francis T. Crowe and Linnie K. Crowe, formerly the lands  
2 of Martha B Grinnell, and the lands of Johanna Desmond, formerly  
3 the lands of Timothy Desmond.

4 (14) The present head structure of the Greer-Cornaz Ditch  
5 shall be narrowed for a head gate that can be conveniently operated  
6 to control the Diversion of water into said ditch, and such head  
7 gate locked to prevent tampering or changes except by an authorized  
8 person.

9 (15) The course of said Ditch shall be changed where the  
10 same parallels and borders on a large borrow pit between the head  
11 of said Ditch and the Greer lateral. At this point the course  
12 of the Ditch shall be moved southerly and away from said Pit and  
13 a wide berm constructed between said Ditch and Pit.

14 (16) The owners of said Ditch shall meet annually on the  
15 first Monday of March. At such meeting said owners shall select  
16 one of their number as a Superintendent who will serve for the  
17 ensuing year and until his successor is appointed. Such Superin-  
18 tendent shall have direction of the work of cleaning and repairing  
19 of said Ditch and reconstruction as shall be necessary, including  
20 maintenance and reconstruction of gates, measuring devices and  
21 other works in and connected with said Ditch, and the collection  
22 from the owners of their respective proportion of expenses and the  
23 payment of such funds so collected.

24 Said Superintendent shall cooperate and consult with  
25 the Water Master and other representatives of the said Division of  
26 Water Resources on all matters relating to the condition of said  
27 Ditch, including all control structures and measuring devices,  
28 losses occurring therein and the cleaning and maintenance thereof.

29 At the annual meeting the owners shall discuss and agree  
30 upon the amount required for maintenance and repair of said Ditch  
31 for the ensuing irrigation season.

32 When required a special meeting of the owners may be  
called by the Superintendent.

1 (17) The expenses of maintenance, repair, and operation  
2 of said Ditch shall be incurred by the Superintendent in behalf  
3 of all the owners in said Ditch. Such expenses shall be allocated  
4 or pro-rated among the owners as herein provided according to their  
5 continuous flow allotments in said Ditch.

6 When expense statements are received from said Superin-  
7 tendent the owners shall promptly pay the same to the Superintendent.  
8 If payment is refused, the Superintendent shall have the power,  
9 and he is hereby delegated with the authority, to sue, as Super-  
10 intendent for the owners of the Greer-Cornaz Ditch, in the Court  
11 of Competent Jurisdiction to collect the amount assessed against  
12 said owner.

13 (18) If any owner, whose duty it is to maintain any  
14 structure, neglects or fr refuses to reconstruct or maintain the  
15 same, after five (5) days notice in writing is given by the  
16 Superintendent to such owner personally or by registered mail,  
17 said Superintendent shall have the power, and the authority is  
18 hereby given, to do the necessary maintenance and repair work on  
19 said structure and charge the cost thereof to such owner., Said  
20 Superintendent shall have the same authority to collect the amount  
21 so expended as is given in the preceding paragraph.

22 (19) The Superintendent and his assistants shall have,  
23 and he and they are hereby given, the right to enter upon the lands  
24 of the respective owners for the purpose of carrying out the  
25 provisions and terms of this agreement.

26 (20) The terms and provisions of this agreement shall  
27 insure to the benefit of, and be binding upon the heirs, adminis-  
28 trators, executors, and successors of the parties hereto.

29 (21) The aforesaid Judgment and Decree, made and entered  
30 in the above entitled action on January 30, 1926 shall be amended  
31 to include the provisions of this agreement as a part thereof.

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1                    IN WITNESS WHEREOF all of the said respective owners  
2 of said Greer-Cornaz Ditch have signed this agreement this  
3 21st day of October, 1945.

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6                    Howell H. Cook

7                    G. C. Estes

8                    Roderick Koehler

9                    Nonnie Cornaz by L. B. Koehler

10                   Harra A. Lonquist

11                   Ray Vedder

12                   Edhah M. Black

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14                   Scott Lumber Company  
15                   by Raymond Perry President

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EXHIBIT "Y"

- 1 A. HOWELL H. COOK and G. C. ESTES:
  - 2 NW1/4 SE1/4 Sec. 17
  - 3 SE1/4 SW1/4 Sec. 17 . . . All in T 35 N., R 3 E, M. D. M.
  - 4 SW1/4 SE1/4 Sec. 17
  - 5 NE1/4 NW1/4 Sec 20
  
- 6 B. RODERICK KOEHLER, HARRY A. LONQUIST and NONNIE CORNAZ,  
7 an incompetent person:
  - 8 NW1/4 NW1/4 Sec. 8
  - 9 NE1/4 NW1/4 Sec. 8
  - 10 NW1/4 NE1/4 Sec. 8
  - 11 SW1/4 NW1/4 Sec. 8
  - 12 SE1/4 NW1/4 Sec. 8 . . . . . All in T 35 N, R 3 E, M.D.B.&M
  - 13 SW1/4 NE1/4 Sec. 8
  - 14 SE1/4 NE1/4 Sec. 8
  - 15 NW1/4 SE1/4 Sec. 8
  - 16 SW1/4 NW1/4 Sec. 9
  - 17 NW1/4 SW1/4 Sec. 9
  - 18 SW1/4 SW1/4 Sec. 9
  
- 19 C. HOWELL H. COOK and G. C. ESTES:
  - 20 NW1/4 NW1/4 Sec. 4
  - 21 NE1/4 NW1/4 Sec. 4
  - 22 SW1/4 NW1/4 Sec. 4
  - 23 SE1/4 NW1/4 Sec. 4
  - 24 NW1/4 SW1/4 Sec. 4
  - 25 NE1/4 SW1/4 Sec. 4
  - 26 SW1/4 SW1/4 Sec. 4 . . . All in T 35 N, R 3 E, M.D.B. & M.
  - 27 NE1/4 NE1/4 Sec. 5
  - 28 SE1/4 NE1/4 Sec. 5
  - 29 NE1/4 SE1/4 Sec. 5
  - 30 SE1/4 SE1/4 Sec. 5
  - 31 NE1/4 NE1/4 Sec. 8
  - 32 NW1/4 NW1/4 Sec. 9
  
- 33 D. RAY VEDDER :
  - 34 NE1/4 SW1/4 Sec. 5
  - 35 NW1/4 SE1/4 Sec. 5
  - 36 SW1/4 SW1/4 Sec. 5 . . . All in T. 35 N, R 3 E, M.D.B.&M.
  - 37 SE1/4 SW1/4 Sec. 5
  - 38 SW1/4 SE1/4 Sec. 5
  
- 39 E. EDNAH M. BLACK:
  - 40 SE1/4 SW1/4 Sec. 17
  - 41 SW1/4 SE1/4 Sec. 17
  - 42 NE1/4 NW1/4 Sec. 20
  - 43 NW1/4 NE1/4 Sec. 20
  - 44 SW1/4 NW1/4 Sec. 20
  - 45 SE1/4 NW1/4 Sec. 20 . . . All in T 36 N, R 3 E, M.D.B. & M.
  - 46 SW1/4 NE1/4 Sec. 20
  - 47 NW1/4 SW1/4 Sec. 20

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EDNAH M. BLACK, CONT'D

NE1/4 SW1/4 Sec. 20  
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NW1/4 SW1/4 Sec. 28  
SW1/4 SW1/4 Sec. 28

. . less portion sold to Scott Lumber Company  
Inc. and described in the following  
paragraph F.

NE1/4 NW1/4 Sec. 29  
NW1/4 NE1/4 Sec. 29  
NE1/4 NE1/4 Sec. 29  
SW1/4 NE1/4 Sec. 29  
SE1/4 NE1/4 Sec. 29  
NW1/4 SE1/4 Sec. 29  
NE1/4 SE1/4 Sec. 29  
SE1/4 SE1/4 Sec. 29

. . . All in T 36 N, R 3 E, M. D.B. & M.

F. SCOTT LUMBER COMPANY, INC. :

Parcel 1: E1/2 of NE1/4, Section 32 and W1/2 of NW1/4 of Section 33, Tp. 36 N., R. 3 E., M.D.B.& M.

Parcel 2: That portion of SW1/4 of SW1/4 of Section 28, Tp. 36 N., R. 3 E., M.D.B.& M., particularly described as follows:

Beginning at the southwest corner of said Section 28, thence N 27°30' 20" E. 308.78 feet; thence N. 85°23' 22" E., along the south line of the land conveyed to Scott Lumber Company, Inc., by deed dated October 9, 1943, recorded in Volume 220 Official Records at page 233, 1190 feet, more or less, to the east line of the SW1/4 of SW1/4 of said Section 28; thence S 0°43' 37" E. 450 feet, more or less, to the south line of said Section 28; thence S. 89°36' 59" W. along said last mentioned line 1321.13 feet to the point of beginning.

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA,  
IN AND FOR THE COUNTY OF SHASTA.

- - - - OoO - - - -

No. 5111

EDNAH M. BLACK, )  
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Plaintiff, )  
 )  
vs. )  
 )  
MARTHA B. GRINNELL, RICHARD W. )  
HAYNES, A. R. HAYNES, J. C. )  
ERICKSON, JOHN SNOOKS, FRED )  
GREER, MARY ANN CORNAZ, TIMOTHY )  
DESMOND, SALVE BUE, RAY VEDDER, )  
MRS. ELLA P. BRADEN, and THE RED )  
RIVER LUMBER COMPANY a corporation, )  
 )  
Defendants. )

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ORDER AMENDING THE DECREE ENTERED IN THE ABOVE  
ENTITLED ACTION ON JANUARY # 30, 1926

The Notice of Motion by the owners of the Greer-Cornaz Ditch taking water out of Burney Creek at Burney, Shasta County, California, and which Ditch is involved in the Decree and Judgment entered in the above entitled action on January 30, 1926, for the amendment of said Decree, came on regularly to be heard this 1st day of March, 1948.

The Motion was made by all of the owners in said Greer-Cornaz Ditch, to-wit: Roderick Koehler, Harry A. Lonquist, Nonie

1 Cornaz, by and through her guardian, L. B. Koehler, Howell H. Cook,  
2 G. C. Estes, Ray Vedder, Ednah M. Black, and Scott Lumber Co., Inc.

3 Glenn D. Newton, L. C. Smith and Chenoweth & Leninger  
4 appeared as attorneys in behalf of the respective owners in said  
5 Greer-Cornaz Ditch.

6 It appearing to the Court, and the Court finds, that all  
7 the other owners of water in, and users of water from, Burney Creek  
8 in addition to the Greer-Cornaz Ditch are as follows: William E.  
9 Hathaway and Edward Hathaway, successors of the defendants Martha  
10 B. Grinnell and Salve Bue; Clara Haynes, successor of the defendants  
11 Richard W Haynes and J. C. Erickson; Pansy Snooks Summers and  
12 Mattie Snooks Bernal, successors of the defendant John Snooks,  
13 deceased; Johanna M. Desmond, successor of the defendant Timothy  
14 Desmond, deceased; and the defendant A. R. Haynes;

15 That said William E Hathaway and Edward Hathaway, Clara  
16 Haynes, A. R. Haynes, and Johanna M. Desmond were served personally  
17 with said Notice of Motion; that each of said persons has signed  
18 an Admission of Service of said Notice of Motion and consented to  
19 the amendment of said Decree;

20 That Pansy Snooks Summers and Mattie Snooks Bernal,  
21 successors of the defendant John Snooks, deceased, are Indians,  
22 that the land and water right in Burney Creek formerly owned by  
23 John Snooks are held in Trust by the Government of the United States  
24 and are under the supervision of the office of Indian Affairs, De-  
25 partment of the Interior; that the Superintendent of the Sacramento  
26 Indian Agency, Sacramento, California, which Agency has control of  
27 said lands, was served with said Notice of Motion as shown by the  
28 Affidavit of service thereof by mail on file herein;

29 That the Motion was made in pursuance to the said Notice,  
30 and evidence, both oral and documentary, was introduced in support  
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1           thereof; and the Motion was submitted to the Court for decision;

ndings 2                           From the evidence introduced, the Court finds as follows:

3                           That the Decree made and entered in the above entitled  
4 action on January 30, 1926, did not adequately provide for the  
5 maintenance and operation of said Ditch and the distribution of  
6 water therefrom, and no provision was made therein for maintenance  
7 of said Ditch over the lands of intervening owners who are not in-  
8 terested in said Ditch;

9                           For said reasons all of the owners of, and users of water  
10 from, the Greer-Cornaz Ditch entered into an Agreement dated  
11 October 21, 1945, for the purpose of improving said Ditch and  
12 more efficiently operating the same. Thereafter, and on May 27,  
13 1946, said Decree in the above entitled action was amended by in-  
14 corporating therein said Agreement;

15                           It was found that said Agreement did not completely cover  
16 the situation and bring about the efficiency of operation antici-  
17 pated by the terms therein;

18                           That all the owners in said Greer-Cornaz Ditch, Roderick  
19 Koehler, Harry A. Lonquist, Nonie Cornaz, by and through her guar-  
20 dian, L. B. Koehler, Howell H. Cook, G. C. Estes, Ray Vedder,  
21 Ednah M. Black and Scott Lumber Company, Inc., did on the 26th day  
22 of January, 1948, enter into a Supplemental Agreement to further  
23 amend said Decree; that an original executed copy of said Agree-  
24 ment was introduced in support of said Motion, marked Exhibit "Y",  
25 and ordered filed in this action;

26                           That it is provided in said Supplemental Agreement  
27 dated the 26th of January, 1948, that the said Decree in the  
28 above entitled action be further amended by incorporating therein  
29 the terms of said supplemental Agreement;

30                           That it is for the best interests of said owners of said  
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1 Greer-Cornaz Ditch and the users of water therefrom that said  
2 Decree be further amended by incorporating therein the terms of  
3 said supplemental Agreement dated the 26th day of January, 1948;

4 That no other users of water from Burney Creek will be  
5 affected by such amendment; that said supplemental Agreement  
6 does not change in any way the allotment of water from Burney  
7 Creek or the point of diversion of the said Greer-Cornaz Ditch;

8 THEREFORE, IT IS HEREBY ORDERED that the aforesaid  
9 Decree entered in the above entitled action dated January 30,  
10 1926, be, and the same is, hereby amended by including said sup-  
11 plemental Agreement and the terms thereof in said Decree; that  
12 a copy of said Agreement, marked Exhibit "Y" , is attached hereto,  
13 incorporated therein and made a part of this Order.

14 Done in open Court this 1st day of March , 1948.

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16 Albert F Ross  
17 Judge of the Superior Court  
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1 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA,  
2 IN AND FOR THE COUNTY OF SHASTA.

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4 No. 5111

5 EDNAH M. BLACK, )

6 Plaintiff, )

7 vs. )

8 MARTHA B. GRINNELL, RICHARD W. )  
9 HAYNES, A. R. HAYNES, J. C. ERICKSON, )  
10 JOHN SNOOKS, FRED GREER, MARY ANN )  
11 CORNAZ, TIMOTHY DESMOND, SALVE BUE, )  
12 RAY VEDDER, MRS. ELLA P. BRADEN, AND )  
13 THE RED RIVER LUMBER COMPANY, a cor- )  
14 poration, )

15 Defendants. )

16 ---oOo---

17 AGREEMENT IN CONNECTION WITH THE GREER-CORNAZ  
18 DITCH AND FOR THE AMENDMENT OF DECREE IN THE  
19 ABOVE ENTITLED ACTION ENTERED JANUARY 30, 1926,  
20 AS IN REALATION TO SAID DITCH

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22 Second and supplemental agreement in connection  
23 with the Greer-Cornaz Ditch and for the Amendment of the Decree  
24 in the above entitled action entered January 30, 1926, as in  
25 relation to said Ditch.

26 The parties hereto as all of the owners of and users  
27 of water from the Greer-Cornaz Ditch entered into an agreement  
28 dated October 21, 1945, for the purpose of improving said  
29 Ditch and more efficiently operating the same.

30 The Judgement and Decree entered in the above entitled  
31 action on January 30, 1926, was amended by said Court on May 27,  
32 1946, by making said agreement a part of said Decree.

Said agreement has proven unsatisfactory in the par-  
ticulars mentioned in the "complaint for Declaration of Rights

1 BY Ednah M. Black and Scott Lumber Company, Inc., a corporation,  
2 Plaintiffs", filed in the above entitled action on  
3 April 2nd, 1947.

4 Therefore in consideration of the foregoing state-  
5 ment of conditions and in order to accomplish the results in-  
6 tended in and by said agreement of October 21, 1945, and the  
7 said amendment of the Judgment and Decree herein, the under-  
8 signed parties do agree as follows:

9 I

10 The Division of Water Resources is hereby given the  
11 following authority and control of and over the Greer-Cornaz  
12 Ditch, to-wit:

13 To order and direct the construction, reconstruction  
14 and maintenance of all necessary and suitable measuring devices,  
15 check gates, out-let control gates, head gates and diversion  
16 structures in said Ditch and the Laterals therof.

17 To design and direct the location and operation of  
18 such measuring devices, head gates, check gates, out-let gates  
19 and diversion structures.

20 To construct and reconstruct, or cause to be con-  
21 structed or reconstructed at the expense of the party or parties  
22 entitled to be charged therefor, any of the aforesaid structures  
23 when the party or parties whose duty it is to construct or re-  
24 construct the same refuses so to do.

25 II

26 No diversion shall be made from the Greer-Cornaz  
27 Ditch without a headgate and diversion structure approved  
28 by the Division of Water Resources. No change in the point  
29 or place of diversion shall be made without the consent of  
30 said Division of Water Resources.

1 All "unnamed Laterals" in said Ditch for the  
2 former The Red River Lumber Company land ( now Howell H Cook  
3 and G. C. Estes) and referred to in Paragraph (3) of said  
4 agreement of October 21, 1945, shall be eliminated.

5 The diversion and use of water from said Ditch by  
6 the owners of said The Red River Lumber Company land (now  
7 Howell H. Cook and G. C. Estes) shall be confined to the two  
8 following diversions and laterals, to-wit:

9 (a) A diversion between the south line of said  
10 land and the Parshall Measuring Flume situate about 100 feet  
11 northerly of said south line for use on the portion of said  
12 lands lying on the west side of said Ditch.

13 (b) A diversion between the south line of said  
14 lands and the said Parshall Measuring Flume for use on the  
15 portion of said lands lying on the east side of said Ditch.

16 IV

17 Ednah M. Black and Scott Lumber Company, Inc.  
18 shall re-construct said Ditch from the Parshall Measuring  
19 Flume situate about 100 feet north of the south line of the  
20 lands now owned by Howell H. Cook and G. C. Estes (formerly  
21 by the Red River Lumber Co.) through the said Cook and Estes  
22 land to the northerly end of said Ditch. Said Ednah M Black  
23 and Scott Lumber Company, Inc. shall bear such expenses of  
24 reconstruction. Thereafter said portion of said Ditch shall  
25 be maintained as provided in Paragraph (1) of the said Agree-  
26 ment of October 21, 1945.

27 Ednah M Black and Scott Lumber Company, Inc. shall  
28 have, and they are hereby given, the right by said Howell H.  
29 Cook and G. C. Estes to enter upon said land for the purpose of  
30 reconstruction of said Ditch.

1 In connection with such work, said Ednah M. Black  
2 and Scott Lumber Company, Inc. shall have the right to con-  
3 struct fills for said Ditch at the low points therein and to  
4 construct a flume thereon in place of the earth ditch. No  
5 earth shall be taken from the G. C. Estes property, but said  
6 G. C. Estes shall and does hereby grant an easement twenty five feet  
7 wide on each side of said ditch to said Ednah M. Black and Scott  
8 Lumber Company, Inc. for a right of way for the purpose of turning  
9 large equipment around whenever necessary in performing work on said  
10 Ditch.

11 On the completion of the reconstruction of said Ditch  
12 the water shall be turned off each year during the non-irri-  
13 gation season, approximately from November 1st to May 5th,  
14 unless otherwise provided herein.

15 IV-A

16 If and when any portion of the lands of a present  
17 owner is sold, such future owners shall assume and be res-  
18 ponsible for such portion of his grantor's obligation to  
19 repair and maintain said Ditch as represents his pro-rata  
20 share thereof based on the interest acquired by him in said  
21 Ditch.

22 V

23 Section (16) of said agreement of October 21,  
24 1945, shall be amended and supplemented as follows:

25 The owners of said Ditch shall meet annually on the  
26 1st day of September, at 10 o'clock A. M. , unless said day falls  
27 on Sunday, in which case, the meeting shall be held on the  
28 following Monday. Prior to the meeting, the Division of Water  
29 Resources shall be requested to make written recommendations  
30

1 as to the work required to be done before the irrigation  
2 season of the following year and the method of performing the  
3 same. When convenient, the representative of said Division  
4 shall be present at the meeting.

5 At said meeting those present shall decide what work  
6 shall be done and shall appoint a Superintendent to oversee and  
7 supervise the particular work decided upon

8 Also at the annual meeting an estimate of the costs  
9 of work shall be made and all the owners shall pay in advance  
10 their pro-rata of such expense based on their continuous flow  
11 allotments in said Ditch.

12 If the expense is greater than the estimate, a pro-  
13 rata contribution or payment will be made by each of the owners  
14 as soon as the amount of the deficiency is determined.

15 Said superintendent need not be an owner of an interest  
16 in said Ditch.

17 The superintendent shall be reimbursed for expenditures  
18 made and compensated for the reasonable value of the services  
19 rendered by him.

## 20 VI

21 G. C. Estes and Howell M Cook, so long as they  
22 shall own the lands hereinabove referred to, shall have the  
23 privilege of taking a small amount of water from said Ditch  
24 for stock purposes during the non-irrigation season,  
25 approximately from November 1st to May 5th. Such water shall  
26 be taken from the point of diversion through the lands formerly  
27 known as the Greer property to the south line of the Crowe  
28 property. The balance of said Ditch shall remain dry through  
29 said non-irrigation season, provided, however, that from and after  
30 March 15th of each year said Carson Estes shall have the privilege  
31 of using said ditch from the south line of the Crowe property to  
32 the present Black-Parchall box near the Estes South line for such  
surplus water as may develop and accrue to him under the decree in  
Black vs. Grinnell as supplemented and amended

1 From the south line of the Crowe property the Ditch  
2 shall be cleaned prior to turning the water into it for that  
3 season's irrigation. The water in the Ditch shall be turned  
4 out of the Ditch at the headgate at the Greer-Cornaz dam for at least  
5 ten days before any cleaning operations commence.

6 VII

7 The representatives of the Division of Water Re-  
8 sources shall have, and they are hereby given, the right to  
9 enter upon the lands of the respective owners for the pur-  
10 pose of carrying out the provisions and terms of this agree-  
11 ment and said agreement of October 21, 1945.

12 VIII

13 Except as amended herein, this agreement shall be  
14 a supplement to the aforesaid agreement of October 21, 1945,  
15 and it is the intent of this agreement to give the Division  
16 of Water Resources additional authority and jurisdiction to  
17 carry out the terms and provisions of said agreement.

18 IX

19 The terms and provisions of this agreement shall  
20 inure to the benefit of, and be binding upon the heirs, ad-  
21 ministrators, executors and successors of the parties hereto.

22 X

23 The aforesaid Judgment and Decree, made and entered  
24 in the above entitled Court, shall be amended to include the  
25 provisions of this agreement as a part thereof.  
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1 IN WITNESS WHEREOF, all of the said respective  
2 owners of and in said Greer-Cornaz Ditch have signed this  
3 agreement this 26th day of January, 1947.

4 Howell H Cook

5 G. C Estes, his Attorney in Fact

6 G. C. Estes

7 Roderick Koehler

8 L. B. Koehler, Guardian of the  
9 person and estate of Nonie Cornaz  
10 an incompetent person.

11 Harry A. Lonquist

12 Ray Vedder

13 Ednah M. Black

14 SCOTT LUMBER COMPANY, INC.

15 By Raymond H. Berry, Vice-President  
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