EDWARD M. PIERPONT
ROUTE 1, BOX 240
BURNEY, CA 96013

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

No. 5111

EDNAH M. BLACK,

Plaintiff,

vs.

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

Defendants.

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

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

> The Greer-Cornaz Ditch diverts from Burney Creek on the East bank thereof, at a point approximately due south of the 1/4 corner common to Sections 19 and 20, T 35N , R 3 E , M. D. B. & M , said point being within the NW1/4 of SW 1/4 of said Section 20 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.

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

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

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

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

AND WHEREAS the efficient operation of said Ditch requires that said Ditch should be cleaned prior to the commencement of the irrigation season of each year to prevent unreasonable transportation losses in the delivery of the amounts of water set forth in said Judgment and Decree;

AND WHEREAS Paragraph 23 of said Decree has proven

inadequate to cover the cleaning of said Ditch throughout its length, and particularly where said Ditch extends through the lands of non-users;

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

AND WHEREAS the parties hereto desire to enter into an agreement providing for the maintenance, supervision of, and distribution of water from said Ditch, and to amend said Decree in the above entitled action by incorporating therein the terms of said agreement;

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

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

Ditch Owners	Continuous Flow c.f.a	Allotment % of Total
Black, Ednah M.	5.85	32
Scott Lumber Co., Inc.	0 50	4
Cook, Howell H and Estes, Carson (Red River Lumber Co.)	4.32	24
Cook, Howell H. and Estes, Carson (Greer Rh)	1.37	8
Lonquist, Harry A., et al	3 98	22
Vedder, Ray	1.73	10
TOTAL	17.75	100

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

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

(3) Diversion from the Greer-Cornaz Ditch shall be confined to the following laterals therefrom to-wit:

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

Cornaz East Lateral and Cornaz W st Lateral for the former Cornaz property now owned by Harry A. Lonquist et al.

Vedder Lateral for the Vedder Property.

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

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

(5) Check gates and out-let control gates shall be constructed, maintained, and from time to time reconstructed as necessary at the expense of the respective owners thereof, for the John Greer Lateral, Cornaz East Lateral, Cornaz West Lateral, Vedder Lateral and at each lateral presently constructed or hereafter constructed from the ditch over that portion of its course through the former Red River Lumber Company property now owned by Howell H. Cook and G. C. Estes.

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

(7) The concrete Parshall Measuring Flume heretofore constructed in the Greer-Cornaz Ditch at a point downstream from the head of the Vedder Lateral and approximately 100 feet north 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 fo of the howell H. Cook and Carson Estes (formerly Red River Lumber Company) property,

shall be maintained, and from time to time reconstructed as necessary, at the expense of Howell H. Cook and Carson Estes, Ednah M. Black and Scott Lumber Company in proportion to their continuous 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

(8) A concrete Parshall Measuring Flume shall be constructed, maintained, and from time to time reconstructed as necessary, in said Ditch near its terminus at the north line of Section 4, T. 35 N., R. 3 E., M.D.B.& M. (North line of Howell H. Cook and Carson Estes property, formerly the Red River Lumber Company property) at the expense of Ednah M. Black and Scott Lumber Company, Inc., in proportion to their continuous flow allotments, 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

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

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

(11) To facilitate the cleaning of said ditch the following conditions shall be observed, and provisions made by each owner.

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

(b) No owner shall place any bridge, parallel fence or any obstruction in, across, on or near the ditch or the banks thereof, other that the check gates and control gates provided for in paragraph 5 hereof, which will interfere with the free flow of water through the ditch or which will interfere with the maintenance of the ditch.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(20) The terms and provisions of this agreement shall insure to the benefit of, and be binding upon the heirs, administrators, executors, and successors of the parties hereto.

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

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

Howell H. Cook

G. C. Estes

Roderick Koehler

Nonnie Cornaz by L. B. Koehler

Harra A. Lonquist

Ray Vedder

Edhah M. Black

Scott Lumber Company
by Raymond Perry President

EXHIBIT "Y"

A. HOWELL H. COOK and G. C. ESTES:

NW1/4 SE1/4 Sec. 17
SE1/4 SW1/4 Sec. 17 . . . All in T 35 N., R 3 E, M. D. M.
SW1/4 SE1/4 Sec. 17
NE1/4 NW1/4 Sec 20

B. RODERICK KOEHLER, HARRY A. LONQUIST and NONNIE CORNAZ, an incompetent person:

NW1/4 NW1/4 Sec. 8
NE1/4 NW1/4 Sec. 8
NW1/4 NE1/4 Sec. 8
SW1/4 NW1/4 Sec. 8
SE1/4 NW1/4 Sec. 8 . . . . All in T 35 N, R 3 E, M.D.B.&M
SW1/4 NE1/4 Sec. 8
SE1/4 NE1/4 Sec. 8
NW1/4 SE1/4 Sec. 8
SW1/4 NW1/4 Sec. 9
NW1/4 SW1/4 Sec. 9
SW1/4 SW1/4 Sec. 9

C. HOWELL H. COOK and G. C. ESTES:

NW1/4 NW1/4 Sec. 4
NE1/4 NW1/4 Sec. 4
SW1/4 NW1/4 Sec. 4
SE1/4 NW1/4 Sec. 4
NW1/4 SW1/4 Sec. 4
NE1/4 SW1/4 Sec. 4
SW1/4 SW1/4 Sec. 4 . . . All in T 35 N, R 3 E, M.D.B.& M.
NE1/4 NE1/4 Sec. 5
SE1/4 NE1/4 Sec. 5
NE1/4 SE1/4 Sec. 5
SE1/4 SE1/4 Sec. 5
NE1/4 NE1/4 Sec. 8
NW1/4 NW1/4 Sec. 9

D. RAY VEDDER:

NE1/4 SW1/4 Sec. 5
NW1/4 SE1/4 Sec. 5
SW1/4 SW1/4 Sec. 5 . . . All in T. 35 N, R 3 E, M.D.B.&M.
SE1/4 SW1/4 Sec. 5
SW1/4 SE1/4 Sec. 5

E. EDNAH M. BLACK:

SE1/4 SW1/4 Sec. 17
SW1/4 SE1/4 Sec. 17
NE1/4 NW1/4 Sec. 20
NW1/4 NE1/4 Sec. 20
SW1/4 NW1/4 Sec. 20
SE1/4 NW1/4 Sec. 20 . . . All in T 36 N, R 3 E, M.D.B. & M.
SW1/4 NE1/4 Sec. 20
NW1/4 SW1/4 Sec. 20

EDNAH M. BLACK, CONT'D

NE1/4	SW1/4	Sec. 20	
NW1/4	SE1/4	Sec. 20	
SE1/4	SW1/4	Sec. 20	
SW1/4	SE1/4	Sec. 20	
SE1/4	SE1/4	Sec. 20	
SW1/4	NW1/4	Sec. 28	
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	. . . All in T 36 N, R 3 E, M. D.B. & M.
NE1/4	SE1/4	Sec. 29	
SE1/4	SE1/4	Sec. 29	

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.

EDWARD M. PIERPONT
ROUTE 1, BOX 240
BURNEY, CA 96013

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

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No. 5111

EDNAH M. BLACK,
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,
Defiendants.

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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

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

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

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

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

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

That the Motion was made in pursuance to the said Notice, and evidence, both oral and documentary, was introduced in support

thereof; and the Motion was submitted to the Court for decision;

From the evidence introduced, the Court finds as follows:

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

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

It was found that said Agreement did not completely cover the situation and bring about the efficiency of operation anticipated by the terms therein;

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

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

That it is for the best interests of said owners of said

Greer-Cornaz Ditch and the users of water therefrom that said Decree be further amended by incorporating therein the terms of said supplemental Agreement dated the 26th day of January, 1948;

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

THEREFORE, IT IS HEREBY ORDERED that the aforesaid Decree entered in the above entitled action dated January 30, 1926, be, and the same is, hereby amended by including said supplemental Agreement and the terms thereof in said Decree; that a copy of said Agreement, marked Exhibit "Y", is attached hereto, incorporated therin and made a part of this Order.

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

Albert F Ross
Judge of the Superior Court

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA,

IN AND FOR THE COUNTY OF SHASTA.

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No. 5111

EDNAH M. BLACK,

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.

---oOo---

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

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

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

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

Said agreement has proven unsatisfactory in the particulars mentioned in the "complaint for Declaration of Rights

EXHIBIT "Y"

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

Therefore in consideration of the foregoing statement of conditions and in order to accomplish the results intended in and by said agreement of October 21, 1945, and the said amendment of the Judgment and Decree herein, the undersigned parties do agree as follows:

I

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

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

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

To construct and reconstruct, or cause to be constructed or reconstructed at the expense of the party or parties entitled to be charged therefor, any of the aforesaid structures when the party or parties whose duty it is to construct or reconstruct the same refuses so to do.

II

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

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

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

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

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

IV

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

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

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

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

IV-A

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

V

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

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

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

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

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

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

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

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

VI

G. C. Estes and Howell M Cook, so long as they shall own the lands hereinabove referred to, shall have the privilege of taking a small amount of water from said Ditch for stock purposes during the non-irrigation season, approximately from November 1st to May 5th. Such water shall be taken from the point of diversion through the lands formerly known as the Greer property to the south line of the Crowe property. The balance of said Ditch shall remain dry through said non-irrigation season, provided, however, that from and after March 15th of each year said Carson Estes shall have the privilege of using said ditch from the south line of the Crowe property to 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

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

VII

The representatives of the Division of Water Resources shall have, and they are hereby given, the right to enter upon the lands of the respective owners for the purpose of carrying out the provisions and terms of this agreement and said agreement of October 21, 1945.

VIII

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

IX

The terms and provisions of this agreement shall inure to the benefit of, and be binding upon the heirs, administrators, executors and successors of the parties hereto.

X

The aforesaid Judgment and Decree, made and entered in the above entitled Court shall be amended to include the provisions of this agreement as a parthereof.

IN WITNESS WHEREOF, all of the said respective owners of and in said Greer-Cornaz Ditch have signed this agreement this 26th day of January, 1947.

Howell H Cook

G. C Estes, his Attorney in Fact

G. C. Estes

Roderick Koehler

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

Harry A. Lonquist

Ray Vedder

Ednah M. Black

SCOTT LUMBER COMPANY, INC.

By Raymond H. Berry, Vice-President