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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA,

IN AND FOR THE COUNTY OF MODOC.

Franklin J. Powers, also known as F. J. Powers and Harold J. Powers, Plaintiffs, vs. E. E. Woodruff and Mrs. E. E. Woodruff, husband and wife, Elmer M. McCulley and Lydia K. McCulley, husband and wife, George Hudspeth and Mrs. George Hudspeth, husband and wife, Eulalio Miura and Mrs. Eulalio Miura, husband and wife, Robert W. Minto and Mrs. Robert Minto, husband and wife, David H. Grove Sr. and Mrs. David H. Grove Sr., husband and wife, Mrs. Lillian Murphey, Gustave A. Haase, Walter S. Rountree, executor of the estate of Paulina K. Haase, deceased, Lizzie N. Bonner, First Doe, Second Doe, Third Doe, Fourth Doe, Fifth Doe, Sixth Doe, Seventh Doe and Eighth Doe, Defendants	No. 3626. JUDGMENT AND DECREE.

This cause coming on regularly for trial before the Court sitting without a jury this 2nd day of June, 1937, C. S. Baldwin appearing as attorney for plaintiffs, and Charles Lederer appearing as attorney for defendants, George Hudspeth and Mary P. Hudspeth, his wife, Eulalio Miura and Elmore Miura, his wife, and L. C. Smith appearing as attorney for defendants, Robert W. Minto and Edith Minto, his wife, Elmer M. McCulley and Lydia K. McCulley, his wife, E. B. Woodruff as executor of

the last will and testament of E. B. Woodruff, deceased, and the defendants, David H. Grove, Sr., and Lula Grove, his wife, Gustave A. Haase and Walter S. Rountree as executor of the estate of Paulina K. Haase, deceased and Lizzie N. Bonner being duly and regularly served with Summons and having failed to appear and answer or otherwise plead within the time allowed by law to plaintiffs Complaint, and due and regular notice having been given and said last named defendants having failed to appear at the time of said hearing of said cause either in person or by attorney, and evidence both oral and documentary having been introduced by the respective parties hereto; and it further appearing that said cause has been duly and regularly referred to the Division of Water Resources of the Department of Public Works of the State of California as referee by order of the above-entitled Court on December 9, 1936, persuant to the provisions of section twenty-four of the Water Commission Act of the State of California, and said Division of Water Resources having filed its report and notice thereof having been duly and regularly given to all parties, plaintiff and defendant, and defendants Robert W. Minto and Edith Minto, his wife, Elmer M. McCulley and Lydia K. McCulley, his wife, and the estate of E. E. Woodruff, deceased, George Hudspeth and Mary P. Hudspeth, his wife, Eulalio Miura and Elmore Miura, his wife, having duly and regularly filed their exceptions thereto, and the parties, plaintiff and defendant, above named appearing or answering plaintiffs Complaint and having stipulated by and through their respective attorneys to all the facts, and it further appearing to the satisfaction of the Court that the stipulation is justified by the evidence; said Court having approved and adopted said stipulated Findings of Fact and Conclusions of Law; the Court now enters its judgment and decree in accordance therewith as follows:

NOW THEREFORE IT IS ORDERED ADJUDGED AND DECREED, that there is in said Modoc County a natural stream of water known as and called "Rader Creek", which said stream arises on the eastern slope of the Warner Range of mountains in the southerly portion of said County, and flows thence in a general easterly direction into Surprise Valley and thence in a northeasterly direction to Middle Alkali Lake, and said stream so flows between well defined banks in a well defined channel to, upon, and across certain of the lands of certain of the parties to this action.

II.

That as to the parties herein the following is found:

Defendant Nellie B. Woodruff, sued herein as Mrs. E. E. Woodruff, has no interest in any water right from Rader Creek and has no interest in any of the lands involved in said action.

The true name of defendant sued herein as Mrs. George Hudspeth is Mary P. Hudspeth.

The true name of defendant sued herein as Mrs. Eulalio Miura is Elmore Miura.

The true name of defendant sued herein as Mrs. Robert Minto is Edith Minto.

The true name of defendant sued herein as Mrs. David H. Grove, Sr., is Luella Grove.

Defendant Mrs. Lillian Murphey and Lillian A. Murphey are one and the same person.

Defendant E. E. Woodruff has died since the commencement of this action and E. B. Woodruff is the executor of the last will and testament of the defendant E. E. Woodruff, deceased.

Defendants Eulalio Miura and Elmore Miura, his wife, have succeeded to the interests in the lands of Lizzie N. Bonner, herein described.

Plaintiff Franklin J. Powers, also known as F. J. Powers, has died since the commencement of this action and Harold J. Powers is the duly appointed adminstrator of the estate of said Franklin J. Powers, also known as F. J. Powers, deceased.

III.

That the parties to whom rights are decreed in this action are:

Plaintiffs:

Harold J. Powers and Harold J. Powers, as administrator of the estate of Frank J. Powers, deceased.

Defendants:

E. B. Woodruff, as executor of the estate of E. E. Woodruff, deceased.
Elmer M. McCulley and Lydia K. McCulley, George Hudspeth and Mary P. Hudspeth, Eulalio Miura and Elmore Miura, Robert W. Minto and Edyth Minto, David H. Grove, Sr., and Luella Grove, Lillian A. Murphey, Lizzie N. Bonner.

Gustuave A. Haase and Walter S. Rountree, executor of the estate of Paulina K. Haase.

IV.

That the names of the property owners and the descriptions of the places of use of all water diverted and used from said Rader Creek are as set forth in Schedule 1 hereunto annexed and made a part hereof.

V.

That the names of the diversion conduits, the name or names of the parties who are the owners of, or interested in, said diversion conduits, and the descriptions of the points of diversion from said Rader Creek are as set forth in Schedule 2 hereunto annexed and made a part hereof.

VI.

That the duty of water on 308.8 acres of upland soils of a gravelly loam texture irrigated from said Rader Creek is one cubic foot per second to each 60 acres of irrigated land; that the duty of water on 872.0 acres of lowland soils of a clay and very

fine sandy loam texture irrigated from said Rader Creek, where subirrigation, drainage and supplemental waters are not received, is one cubic foot per second to each 70 acres of irrigated land; that the duty of water on 363.7 acres of subirrigated and lowland soils of clay and sandy loam texture irrigated from said Rader Creek, where subirrigation, drainage and supplemental waters are received, is one cubic foot per second to 130 acres of irrigated land; that the duties of water from Rader Creek for the respective acreages owned by each of the parties to the action are set forth after their respective names, as follows:

DUTIES OF WATER ON VARIOUS ACREAGE IRRIGATED FROM RADER CREEK.

Name of Owner	Irrigated Acreage			
	Duty of Cu.Ft./Sec to 60 acres	Duty of Cu.Ft./Sec. to 70 acres	Duty of Cu.Ft./Sec. to 130 acres	TOTAL
Robert W. Minto and Edyth Minto	139.4	---------	---------	139.4
E. B. Woodruff, executor of the estate of E. E. Woodruff	59.0	94.5	----------	153.5
Harold J. Powers, adm. of the estate of F. J. Powers and Harold J. Powers	47.0	616.2	----------	663.2
Eulalio Miura and Elmore Miura	41.8	161.3	----------	203.1
Elmer M. McCulley and Lydia K. McCulley	3.0	-----	221.7	224.7
George Hudspeth and Mary P. Hudspeth	12.2	-----	142.0	154.2
Gustave A. Haase and estate of Paulina K. Haase	0.6	-----	----------	0.6
Lillian A. Murphey	2.9	-----	----------	2.9
David H. Grove Sr. and Luella Grove	2.9	-----	----------	2.9
TOTALS	308.8	872.0	363.7	1544.5

and that said acreages and soil types are depicted on the map herein referred to as the "Division of Water Resources Soil Map", which map was prepared by the Division of Water Resources of the Department of Public Works of the State of California from its surveys made in October, 1935, is entitled, "Principal Soil Types of Lands Irrigated from Rader Creek", and is dated 1935.

VII

That the allotments of water necessary to satisfy the respective water requirements of the parties to the action for the irrigated lands described under their respective names in Schedule 1 hereof are set forth after their respective names, as follows:

WATER REQUIREMENTS FROM RADER CREEK

Name of Owner	Allotment- Cubic Feet Per Second		
	Domestic	General Irrigation	Total
Robert W. Minto and Edyth Minto	0.30	2.05	2.35
E. B. Woodruff, ex. of the estate of E. E. Woodruff	0.50	1.85	2.35
Harold J. Powers, administrator of the estate of F. J. Powers and Harold J. Powers	0.10	9.50	9.60
Eulalio Miura and Elmore Miura	0.20	2.80	3.00
Elmer M. McCulley and Lydia K. McCulley	---	1.65	1.65
George Hudspeth and Mary P. Hudspeth	----	1.35	1.35
Lizzie N. B	0.50	----	0.50
Gustave A. Haase and Estate of Paulina K. Haase	0.04	----	0.04
Lillian A. Murphey	0.08	----	0.08
David H. Grove, Sr. and Luella Grove	0.08	----	0.08
Totals	1.80	19.20	21.00

That said parties divert and are entitled to divert, from said Rader Creek said quantities of water set after their respective names in this paragraph; that said quantities of water are for use upon the acreages set forth under their respective names in said Schedule 1; and that the domestic allotments set forth in this paragraph are for garden and orchard irrigation and stock watering purposes and the general irrigation allotments are for the irrigation of all crops other than garden and orchard in accordance with the priorities hereinafter set forth.

VIII

That the points of measurements of all allotments of water herein set forth are at the Minto Weir on said Rader Creek, said Weir being located at Diversions 3, 4 and 5 as described in Schedule 3 hereof, except that the allotments to the Bonner and Hudspeth-McCulley Ditches shall be measured at their respective points of diversion from said creek.

That the diversion of all domestic allotments herein set forth, except those of Harold J. Powers and Harold J. Powers as administrator of the Estate of F. J. Powers, Gustave A. Haase and Estate of Paulina K. Haase, Lillian A. Murphey, David H. Grove, Sr. and Luella Grove, is for continuous usage without regard to season; provided, however, that no diversion shall be made by Harold J. Powers as administrator of the estate of F. J. Powers, and Harold J. Powers, Gustave A. Haase and Estate of Pauline K. Haase, Lillian A. Murphey, David H. Grove, Sr. and Luella Grove, whenever the total flow available for diversion from Rader Creek is less than 1.20 cubic feet per second; that the season of diversion of said allotments of Gustave A. Haase and Estate of Paulina K. Haase, Lillian A. Murphey, and David H. Grove, Sr. and Luella Grove, is further limited to the period from May 1st to August 31st, both dates inclusive, of each year; that the season of

diversion of the allotments of Elmer M. McCulley and Lydia K. McCulley, and George Hudspeth and Mary P. Hudspeth, herein set forth, is from May 20th to September 1st, both dates inclusive, of each year; provided, however, that no diversion shall be made by Elmer M. McCulley and Lydia K. McCulley, and George Hudspeth and Mary P. Hudspeth when their said allotments are insufficient at any time during said period of May 20th to September 1st to reach the point of distribution upon their respective lands; that the season of diversion of the general irrigation allotment of Robert W. Minto and Edyth Minto herein set forth, is May 8th to September 1st, both dates inclusive, of each year; except as hereinafter provided, provided, however, that no diversion for general irrigation shall be made by Robert W. Minto and Edyth Minto when the total net available flow of said Rader Creek is less than 1.80 cubic feet per second, during said period of May 8th to September 1st; and that the diversion of the general irrigation allotments of E. B. Woodruff, as executor of the estate of E. E. Woodruff, deceased, Harold J. Powers, as Administrator of the estate of F. J. Powers and Harold Powers, Eulalio Miura and Elmore Miura, is for continuous usage without regard to season whenever water is available therefor.

IX

That the parties plaintiff and parties defendant in the above entitled action are the owners of the lands described under their respective names in Schedule 1 hereof and as described in their respective pleadings; that the allotments of water from Rader Creek herein set forth are for use upon the respective acreages set forth in said Schedule 1; and that said lands and said acreages, and the points of diversion and diversion systems set forth in Schedule 2 hereof, are depicted on the map herein referred to as the "Division of Water Resources Irrigation Map", which map was prepared by the Division of Water Resources of the Depart-

ment of Public Works of the State of California from its surveys made in October, 1935, is entitled, "Rader Creek Showing Diversion System and Irrigated Land", and is dated 1935, it being understood that said map does not depict the lateral ditches on the irrigated land.

X

That plaintiffs, Harold J. Powers, as administrator of the estate of F. J. Powers and Harold J. Powers are entitled to a superior and exclusive right to divert continuously without regard to season the entire natural and developed flow of christie springs by means of the christie springs ditch described in Schedule 2 hereof for domestic and stock watering purposes and for supplemental irrigation of their lands described in Schedule 1 hereof.

XI

That although that certain agreement dated May 7, 1924, entered into by F. J. Powers, Harold J. Powers, W. F. Cockrell and Letha M. Cockrell, Robert W. Minto, George M. Hudspeth and Mary P. Hudspeth, E. E. Woodruff and Nellie B. Woodruff, and Elmer M. McCulley and Lydia K. McCulley (a copy of which is included as an appendix to Exhibot "A" to the Report of Referee filed with the Clerk of the above entitled Court on February 21, 1936) was not signed by Lizzie N. Bonner, nevertheless all of said signatory parties by their actions subsequently ratified said agreement as among themselves, and are now estopped from asserting any rights as among themselves different from those defined in said agreement insofar as said agreement determines their relative rights, said agreement being attached hereto and made a part hereof as Schedule "A".

XII

That the domestic allotments set forth in Par. VIII are entitled to be diverted by the respective owners thereof from the water flowing in said Rader Creek under rights of first and second

priority classes; that the domestic allotments hereinbefore set after the names of Robert W. Minto and Edyth Minto, E. B. Woodruff as executor of the estate of E. E. Woodruff, deceased, Eulalio Miura and Elmore Miura, his wife, and 40 per cent of the domestic allotments to Lizzie N. Bonner, to-wit 0.20 Cubic foot per second, aggregating a total of 1.20 Cubic foot per second, are rights of first priority class and the remaining domestic allotments herein provided to Harold J. Powers and Harold J. Powers, as administrator of the estate of F. J. Powers, deceased, Gustave A. Haase and estate of Paulina K. Haase, Lillian A. Murphey, David H. Grove, Sr., and Luella Grove, his wife, and 60% of the domestic allotment allocated to Lizzie N. Bonner, aggregating a total of 0.60 cubic foot per second are rights of second priority class; and all of said domestic allotments which are in the same priority class are equal in priority and correlative in right and at all times when the net available water supply of said Rader Creek is inadequate to supply all of said allotments in that class that may then be entitled to be diverted in accordance with the seasons of diversion hereinbefore set forth in paragraph 9, then during the continuance of such shortage, the owners of said domestic allotments shall pro-rate the net available water supply in accordance with their respective allotments in that class that may then be entitled to be divert; provided however, that Elmer M. McCulley and Lydia K. McCulley, and George Hudspeth and Mary P. Hudspeth, collectively are entitled to divert, under their rights herein provided, one-seventh of the total flow of said Rader Creek measured above all diversions during the season defined for their said rights in said Paragraph 9, irrespective of and notwithstanding said domestic allotments; and provided further, that no diversion shall be made by Harold J. Powers, adminstrator of the estate of F. J. Powers, deceased, and

Harold J. Powers, Gustave A. Haase and Estate of Paulina K. Haase, Lillian A. Murphey, and David H. Grove, Sr. and Luella Grove, his wife, whenever the total flow available for diversion from said Creek is less than 1.20 cubic foot per second.

XIII

That at any time during the period commencing at the time that the total net available flow of said Rader Creek has receded during the summer season to 1.80 cubic feet per second, which time shall not be later than September 1st of each and every year, and terminating on May 8th of the succeeding year, whenever there is an excess of water over and above that necessary to supply the domestic allotments entitled to be diverted at that time as hereinbefore found; then such excess shall be apportioned as follows:

E. B. Woodruff, executor of the estate of E. E. Woodruff, shall be entitled to divert 8/41 until the total amount of said available excess is equal to 10.75 cubic foot per second;

Eulalio Miura and Elmore Miura shall be entitled to divert 8/41 until the total amount of said available excess is equal to 10.75 cubic foot per second, and 8/33 of said excess available between 10.75 and 13.65 cubic foot per second;

Harold J. Powers, adminstrator of the estate of F. J. Powers and Harold J. Powers shall be entitled to divert 24/41 until the total amount of said available excess is equal to 10.75 cubic foot per second, 25/33 of said excess available between 10.75 and 13.65 cubic foot per second, and all of said excess available between 13.65 and 14/40 cubic foot per second;

all of said excess over and above 14.40 cubic foot per

second shall be pro-rated among the following named parties in accordance with the allotments of water set after their respective names:

Party	Allotment Cubic feet per Second
E. B. Woodruff, executor of the estate of E. E. Woodruff	2.35
Harold J. Powers, administrator of the estate of F. J. Powers and Harold J. Powers	9.60
Eulalio Miura and Elmore Miura	3.00
	14.95

XIV

That during the period commencing on May 8th and terminating on May 20th of each and every year, whenever there is an excess of water over and above that necessary to supply all domestic allotments as hereinbefore decreed then such excess shall be apportioned as follows:

E. B. Woodruff, executor of the Estate of E.E. Woodruff, deceased, shall be entitled to divert 8/48 until the total amount of said available excess is equal to 12.60 cubic foot per second;

Robert W. Minto and Edyth Minto shall be entitled to divert 7/48 until the total amount of said available excess is equal to 12.60 and 14.40 cubic foot per second;

Eulalio Miura and Elmore Miura shall be entitled to divert 8/48 until the total amount of said available excess is equal to 12.60 cubic foot per second, 8/40 of said excess available between 12.60 and 14.40 cubic foot per second, and 8/33 of said excess available between 14.40 and 15.80 cubic foot per second;

Harold J. Powers, administrator of the estate of F. J. Powers, deceased, and Harold J. Powers shall be entitled to divert 25/48 until the total amount of said available excess is equal to

12.60 cubic foot per second, 25/40 of said excess available between 12.60 and 14.40 cubic foot per second, 25/33 of said excess available between 14.40 cubic foot and 15.80 cubic foot per second, and all of said excess available between 15.80 and 16.55 cubic foot per second;

and all of said excess over and above 16.55 cubic foot per second shall be pro-rated among the following named parties in accordance with the allotments of water set after their respective names:

Party	Allotment Cubic foot per Second
E. B. Woodruff, as ex. of the estate of E. E. Woodruff, deceased	2.35
Harold J. Powers as adm. of the estate of F. J. Powers, deceased and Harold J. Powers	9.60
Eulalio Miura and Elmore Miura	3.00
Robert W. Minto and Edyth Minto	2.35
	17.30

XV

That during the period commencing on May 20th and terminating not later than September 1st or as long as the allotments herein provided for Elmer M. McCulley and Lydia K. McCulley, his wife, and George Hudspeth and Mary P. Hudspeth, his wife, are sufficient at any time during said period of May 20th to September 1st to reach the point of distribution upon their respective lands, George Hudspeth and Mary P. Hudspeth, his wife, shall be entitled to divert 36/560 and Elmer M. McCulley and Lydia K. McCulley, his wife, shall be entitled to divert 44/560 of the total flow of said Rader Creek measured above all diversions irrespective of and notwithstanding all other allotments of water herein provided; and that the remaining 6/7 of the flow of Rader

Creek in excess of that necessary to supply all domestic allotments, as hereinbefore set forth, shall be apportioned among E. B. Woodruff, as executor of the estate of E. E. Woodruff, deceased, and Harold J. Powers, as administrator of the estate of F. J. Powers, deceased, and Harold J. Powers, Eulalio Miura and Elmore Miura, his wife, Robert W. Minto and Edyth Minto, his wife, in the same manner as set forth in the preceding paragraph.

XVI

That during the period between May 20th and September 1st of each year when the allotments provided in the preceding paragraph for Elmer M. McCulley and Lydia K. McCulley, his wife, and George Hudspeth and Mary P. Hudspeth, his wife, are insufficient to reach the point of distribution upon their respective lands and when the total net available flow of said Rader Creek is in excess of 1.80 cubic foot per second, the excess of water over and above that necessary to supply all domestic allotments, as hereinbefore provided, shall be apportioned 8/48 to E. B. Woodruff, as executor of the estate of E. E. Woodruff, deceased, 25/48 to Harold J. Powers, as administrator of the estate of F. J. Powers, deceased and Harold J. Powers, 8/48 to Eulalio Miura and Elmore Miura, his wife, and 7/48 to Robert W. Minto and Edyth Minto, his wife.

XVII

The "available water supply", as herein used, shall be construed to designate the total amount of water available for diversion above the Minto Weir as hereinbefore described in Par. VIII, said "available water supply" at any given time to be determined by combining the total of all quantities of water being diverted from said creek above said weir under the rights herein provided with the flow of said creek at said Weir at the time.

XVIII

It is further adjudged and decreed that nothing herein contained shall, or shall be construed to, limit or restrict the right of any two or more parties hereto from entering into an agreement or agreements, whereby said parties may pool their respective lands at a greater rate than herein provided, provided that the total use of any such parties on their lands during any thirty day period shall not exceed the allotments herein provided, and provided further that such use shall not impair or infringe the right of any other party; and nothing herein contained shall, or shall be construed to, prevent any party hereto, who has allotments to two or more ditches, from using all or any portion of his allotments through each or any number of his ditches on all or any portion of his lands, so long as the maximum quantity of water diverted shall not exceed the aggregate of all allotments to all of his ditches.

XIX

It is further adjudged and decreed that the Division of Water Resources of the Department of Public Works of the State of California, as now or hereafter constituted, or its successor in the administration of the Water Commission Act, shall supervise diversions from Rader Creek, through the agency of a water master, whenever necessity for such water master service is found to exist by said Division, and that the costs and expenses of such water master service shall be borne by the parties hereto, said costs and expenses to be apportioned among said parties in accordance with the method of apportioning the costs of water distribution by water master provided in Section 37f of the Water Commission Act of The State of California; provided, however, that the court retains jurisdiction to entertain and pass upon an application by any of the interested parties to remove any appointed water master for

cause or to modify the foregoing paragraph.

XX

It is further ordered, adjudged and decreed that the owners of each ditch through which water is diverted from Rader Creek as herein provided shall install, under the supervision of an engineer appointed by the Division of Water Resources, such permanent diversion works, headgates and measuring devices in their respective ditches as shall be reasonably required and approved by said Division; such installations to be made prior to October 1, 1937, or such later date as may be ordered by the above entitled court. The several ditch owners shall furnish all necessary labor and materials for the construction and installation of said diversion works, headgates and measuring devices in their respective ditches, and the cost of supervision herein provided shall be borne by the parties hereto, in the ratios that their respective maximum continuous flow allotments, as herein provided bear to the total of such maximum continuous flow allotments herein provided.

XXI

It is further ordered, adjudged and decreed that each and every party to this action, his or her agents, successors, grantees and assigns, be and they are hereby perpetually enjoined and restrained from doing anything in violation of the terms or provisions of this decree, or diverting any water from said Rader Creek at any time in violation of the terms thereof, or from doing anything, directly or indirectly, that will obstruct or interfere with any other right in this decree adjudged and determined.

XXII

That the amount due from the parties hereto to said Division of Water Resources for expenses incurred as referee shall be borne by the parties hereto in accordance with the apportionment

of said expenses set forth in the following tabulation.

Party	Portion of Expense		
	Formerly Apportioned	Additional Expense	Total
Robert W. Minto and Edyth Minto	$49.72	$ 2.97	$ 52.69
E. B. Woodruff, executor of the Estate of E. E. Woodruff	$ 49.72	$ 2.97	$ 52.69
Harold J. Powers, Administrator of the estate of F. J. Powers and Harold J. Powers	$203.09	$12.15	$215.24
Eulalio Miura and Elmore Miura	$ 63.46	$ 3.80	$ 67.26
Elmer M. McCulley and Lydia K. McCulley	$ 34.90	$ 2.09	$ 36.99
George Hudspeth and Mary P. Hudspeth	$ 28.56	$ 1.71	$ 30.27
Lizzie N. Bonner	$ 38.08	$ 2.28	$ 40.36
Gustave A. Haase and Estate of Paulina K. Haase	$ .85	$ .05	$ 1.90
Lillian A. Murphey	$ 1.70	$ .10	$ 1.80
David H. Grove, Sr. and Luella Grove	$ 1.70	$ .10	$ 1.80
Totals	$471.78	$28.22	$500.00

XXIII

It is ordered, adjudged and decreed that this court retains full jurisdiction to modify said decree under the provisions of Section 36g of the Water Commission Act.

XXIV

It is further ordered, adjudged and decreed that nothing in this decree contained shall, or shall be construed to prevent the owners of the Woodruff, Minto and Miura Ditches from diverting such additional amounts of water, over and above the domestic allotments to said ditches, as is necessary to maintain adequate flows of stockwater therein during times of severe freezing weather, which are ordinarily embraced in the period of November 15th of each year to February 15th of the succeeding year.

XXV

It is further ordered, adjudged and decreed that notwithstanding the above and foregoing provisions of this Judgment to the contrary the first flow of Rader Creek of 0.20 cubic foot per second allocated to defendants Eulalie Miura and Elmore Miura, his wife, and the second flow of 0.10 cubic foot per second allocated to plaintiffs Harold J. Powers, as administrator of the estate of F. J. Powers, deceased, and Harold J. Powers shall be, together with the domestic allotment of 0.30 cubic foot per second of Robert W. Minto and Edyth Minto, his wife, diverted into and run through the Minto Ditch as described in Schedule 2 hereof; and an equal division device shall be constructed and maintained in said Minto Ditch at or near the Minto Garden, one-half of said flow at said device to be used by said Minto's and the remaining half to flow from said device in a direct manner into the Powers-Miura Ditch; and

That when the flow of Rader Creek allocated herein to plaintiffs Harold J. Powers, as administrator of the estate of F. J. Powers, deceased, and Harold J. Powers is insufficient in quantity to reach plaintiff's premises for a continuous period of 24 hours, then plaintiffs shall cease to divert such allocation; and

That in the event of an early season with early growing weather and early melting of the snows in Rader Creek watershed, Defendants Robert W. Minto and Edyth Minto, his wife, shall have the right to divert their general irrigation allotment herein provided between May 1st and May 8th with the consent of Plaintiffs, but in the event of their inability to obtain such consent, said defendants shall have the right to arbitrarily divert their said general irrigation allotment on and after May 4th of each year.

Done in Open Court this 4th day of June, 1937.

/s/ F. M. Jamison
Judge of the Superior Court.

THIS AGREEMENT made and entered into this 7th day of May, 1924, by and between F. J. Powers, Harold J. Powers, W. F. Cochrell and Letha M. Cockrell, his wife, Robert W. Minto, George M. Hudspeth and Mary P. Hudspeth, his wife, E. E. Woodruff and Nellie B. Woodruff, his wife, Elmer M. McCulley and Lydia K. McCulley, his wife, all residents of Surprise Valley, Modoc County, California: and Lizzie N. Bonner:

W I T N E S S E T H:

That the said parties hereto are respectively the owners of the lands and appurtenances hereinafter described to wit:

Said Elmer M. McCulley and Lydia K. McCulley, his wife, are the owners of the following lands situate in the County of Modoc, State of California, to wit:

> Northeast quarter, Southeast quarter of Northwest quarter, East half of Southwest quarter, Northwest quarter of Southeast quarter of Section Eleven; Northwest quarter, West half of Northeast quarter, Northeast quarter of Southeast quarter; South half of Southeast quarter of Northeast quarter of Section Twelve, all in township Forty North, Range sixteen East, M.D.M., containing 620 acres, more or less.

Said F. J. Powers and Harold J. Powers are the owners of the following described lands situate in the County of Modoc, State of California, to wit:

> Lots four and five Section seven; North half, North Half of Southwest quarter, and Northwest quarter of Southeast quarter of Section eighteen, township forty North, Range 17 East, M.D.M., North half of South half of Section thirteen Township forty North, Range Sixteen East, M.D.M., North half of Northwest quarter, Northwest quarter of Northeast quarter of Section 30; Fractional East half of Northeast quarter of Section 31, Township 39 North, Range 17 East, M.D.M., Southwest quarter of Southeast quarter of Section 19, Township 39 North, Range 17 East, M.D.M., and lot two, or Southwest quarter of Northwest quarter of Section 17 East, Township 40 North, East, M.D.M.

Said E. E. Woodruff and Nellie B. Woodruff, his wife, are the owners of the following described lands situate in the County of Modoc, State of California, to wit:

> Southwest quarter of the Southeast quarter of Section 13, and the Northwest quarter of the Northwest quarter, and the North half of the Northwest quarter of Section 24, and the Northwest quarter of the Northeast quarter and the East half of the Northwest quarter, and the Southwest quarter of the Northwest quarter of Section 23, Township 40 North, Range 16, East, M.D.M. Also beginning at a point forty and one-third rods south of the northeast corner of the Northeast quarter of the Northeast quarter of Section 23, Township 40 North, Range 16 East, M.D.M., thence south 60 feet, thence west 247½ feet, thence north 60 feet, thence east 247½ feet, to the place of beginning. Also beginning at a point 33 feet north of the Southeast corner of the Northeast quarter of the northeast quarter of said Section 23, thence north thirty and two-thirds rods, west twenty-five and one-third rods, South twelve and two-thirds rods, East twelve and two-thirds rods, south eighteen rods, east twelve and two-thirds rods, to place of beginning, all in Section 23, Township 40, North Range 16 East, M.D.M.

Said Robert W. Minto is the owner of the following described lands situate in the County of Modoc, State of California to wit:

> South half of the southwest quarter of Section 13, township 40 North, Range sixteen East M.D.M., and the southeast quarter of the southeast quarter of Section 14, and the Northeast quarter of the Northeast quarter of Section 23, all in Township 40 North, Range 16 East, M.D.M.

Said W. F. Cockrell and wife are the owners of the following described lands situate in the County of Modoc, State of California, to wit:

> The West half of the Northeast quarter, and the Northwest quarter of Section 13, and all that portion of the East Half of the Northeast quarter of Section 14, lying East of the County roads running between the Town of Eagleville, and Cedarville, all in township 40 North, Range 16 East, M.D.M.

Said George M. Hudspeth and Mary P. Hudspeth, his wife, are the owners of the following described lands situate in the County

of Modoc, State of California, to wit:

> The Southwest quarter of the Southeast quarter, and the East half of the Southeast quarter of Section 11, and the Southwest quarter of Section 12, all in Township 40 North, Range 16 East, M.D.M.

That there is in said County and State a certain natural stream of water known as and called Rader Creek, which said creek raises on the Eastern slope of the Warner Range of Mountains in said County and State, and west of the said lands of the parties hereto and flows thence in a general easterly direction in a well defined channel between well defined banks over and across some of the said lands of some of said parties and near the other lands above described, and likewise flows over the lands of Lizzie N. Bonner hereinafter described, and has so flown since the memory of man.

That Lizzie N. Bonner is the owner of the following described lands, situated in the County of Modoc, State of California, to wit:

> East half of Northwest Quarter, Northeast Quarter of Southwest Quarter, West Half of Southeast Quarter, Northeast Quarter of Southeast Quarter, West Half of Northeast Quarter, and all that portion of the East Half of the Northeast Quarter lying West of the Eagleville-Cedarville County Road; all in Section 14, Township Forty, North Range 16 East M.D.M.

That all of the parties hereto have and claim some rights to the waters of said stream, and all of said parties hereto collectively claim the right to the use and ownership of all of the waters that ever flow in said stream.

That at various times said parties have had misunderstandings as to the exact and relative rights of the parties hereto in and to the waters of said stream and it is the mutual desire of each and all of the parties hereto, to settle and adjust their several rights in and to said waters, and it is with that object in mind that this agreement is made and entered into, and for the

1 purpose of so settling and adjusting the respective and relative
2 rights of the parties hereto in and to the waters of said stream,
3 and with the hope and intention of accomplishing the most good with
4 said water, it is mutually understood and agreed by and between
5 each and all of the parties hereto that from this time on the said
6 parties hereto shall own, divide, divert, and use the waters of
7 said stream, and the whole thereof, as follows:

8 It is understood and agreed that up to the 20th day of
9 May, of each year, said Lizzie N. Bonner shall not divert any
10 water from said stream, except sufficient for her said orchard and
11 garden, not exceeding fifteen inches measured under a four inch
12 pressure, during said period. Such water to be used only as needed,
13 upon the said orchard and garden.

14 And commencing with the 20th day of May of each year, and
15 running up to the first day of July of each year, said Lizzie N.
16 Bonner shall have the right during all of said last mentioned per-
17 iod, to divert and use not exceeding twenty-five inches of water
18 measured under a four inch pressure on her said lands.

19 It is further understood and agreed, that when the ir-
20 rigating season has advanced to the early part of July, that the
21 flow of waters in said stream diminishes to such an extent that
22 there is not sufficient water for the uses and needs of all the
23 parties hereto; and it is, therefore, understood and agreed that
24 when the irrigating season has advanced to that time, the water
25 flowing in said stream at a point hereinafter designated as the
26 point for calculating the amount of water flowing in said stream,
27 does not exceed sixty inches measured under a four inch pressure,
28 then and at such time all of the parties hereto except the said four
29 garden and orchard owners, agree not to divert or use any water from
30 said stream during such period of time as the flow of water in said
31 stream does not exceed sixty inches measured under a four inch
32

pressure, then and at such time all of the parties hereto except the said four garden and orchard owners, agree not to divert or use any water from said stream during such period of time as the flow of water in said stream does not exceed sixty inches measured under a four inch pressure; and it is agreed by all the parties hereto that during said time said E. E. Woodruff and wife, Robert W. Minto and wife, W. F. Cockrell and wife, and Lizzie Bonner shall have the right to divert and use all of the waters flowing in said stream during such time as the flow does not exceed the sixty inches measured under a four inch pressure; and they shall divide, divert and use said water during said time as the flow does not exceed sixty inches measured under a four inch pressure, as follows:

E. E. Woodruff and wife shall divert and use twenty-five inches measuredunder a four inch pressure;

Robert W. Minto and wife shall divert and use fifteen inches measured under a four inch pressure;

And W. F. Cockrell and wife and Lizzie N. Bonner shall jointly divert and use twenty inches of water measured under a four inch pressure, the same to be diverted and used by them jointly through the ditch commonly known as the "Gloster Ditch", and they shall in their use thereof, if they find it necessary, rotate by one taking all of said twenty inches for a little time, and the other having all of said twenty inches for a like time, and so on, through the rest of the season;

And whenever the flow of the water in said stream during said period is less than sixty inches measured under a four inch pressure, then and at such times said parties so entitled under the terms of this Agreement to share in said sixty inches of water, shall divide the quantity less than sixty inches in the same proportion and according to the same ratio, to the end that they each

take a corresponding reduction in the amounts respectively allotted to them.

It is further provided and agreed, that after the first day of July, and until such time as the waters of said stream have diminished so that there is no more than sixty inches measured under a four inch pressure flowing therein, said Lizzie N. Bonner shall have the right to take on to her said orchard and garden a sufficient quantity of water for the same, not to exceed, however, ten inches measured under a four inch pressure.

That subject to the foregoing rights and conditions and the exceptions and conditions hereinafter set forth, the parties hereto shall own, divide, divert, and use all the remainder of the waters of said stream at all times as follows:

F. J. Powers and Harold J. Powers twenty-five fifty-eighths of all water that may at any time flow in said stream;

W. F. Cockrell and Letha M. Cockrell, his wife, eight fifty-eighths of all water that may at any time flow in said stream;

Robert W. Minto and wife, seven fifty-eights of all water that may at any time flow in said stream, subject to the exception hereinafter specified;

George M. Hudspeth and Mary P. Hudspeth, his wife, four and one-half fifty-eighths of all water that may at any time flow in said stream, subject to the exception hereinafter specified.

E. E. Woodruff and Nellie B. Woodruff, his wife, eight fifty-eighths of all water that may at any time flow in said stream;

Elmer M. McCulley and Lydia K. McCulley, his wife, five and one-half fifty-eighths of all water that may at any time flow in said stream subject to the exception hereinafter specified.

The foregoing division is based upon and subject to the following exceptions and conditions:

It is understood and agreed that said George M. Hudspeth

1 and wife and Elmer M. McCulley, and wife, jointly use one ditch in
2 carrying their portion of the waters of said Creek to their said
3 lands, and in the early spring they each receive some water from
4 another source; therefore, it is agreed by them on the one hand and
5 the other parties hereto on the other hand, that said George M.
6 Hudspeth and wife and Elmer M. McCulley and wife, shall not have
7 the right to, and they agree not to divert or use any water from
8 said stream before the twentieth day of May of each year, but the
9 fractional parts or percentages of the waters of said stream al-
10 lotted to them by this agreement shall apply during the irrigation
11 season of each year, starting with the twentieth day of May, and
12 not before.

13 It is further understood and agreed, by and between said
14 Robert W. Minto and wife on the one hand, and the other parties
15 hereto on the other hand, that said Robert W. Minto and wife shall
16 not, and they agree not to divert or use any water for general
17 irrigation purposes prior to the eighth day of May of each year,
18 provided, however, that they shall have the right at all times
19 prior to the said eighth day of May of each year, to divert and use
20 a sufficient amount of the waters of said stream for the irrigation
21 of their orchard and garden on their said lands, and for stock and
22 domestic water, not exceeding, however, twenty inches measured under
23 a four inch pressure, and likewise not exceeding their seven-fifty-
24 eighths of the total flow of the waters of said stream during such
25 period up to the eighth day of May of each year, only such quantity
26 of water as may reasonably be required for said garden, orchard,
27 stock and domestic purposes, subject to the foregoing limitations.

28 It is further understood and agreed that at all times
29 when said George M. Hudspeth and wife and Elmer M. McCulley and wife,
30 and said Robert W. Minto and wife, are not taking the full propor-
31 tion of water allotted to them, or whenever any of them are not
32

taking their full allottment, that is, when said George M. Hudspeth and wife are not taking four and one-half fifty-eighths of the waters of said stream, or when said Robert W. Minto and wife are not taking seven fifty-eighths of the waters of said stream, in the early part of the irrigation season, as hereinbefore provided, that at all such times the other parties to this agreement, who at such time or times have the right under this agreement to exercise their full right under this agreement, shall share proportionately, according to their allotted rights, and as such allotted rights bear to each other, in the waters flowing in said stream, subject to the exceptions in this agreement specified; it being understood that the parties hereto who are by this agreement agreeing not to take water during given periods, are doing so in order that the remaining parties to this agreement may during such period or periods make use of such water.

It is further understood and agreed by and between all of the parties hereto that the point where said George M. Hudspeth and wife and Elmer M. McCulley and wife, divert the water from said stream, used by them, is located upon the stream a distance of nearly three quarters of a mile above where the other parties hereto divert water from said stream, and from the point of diversion of said George M. Hudspeth and wife and Elmer M. McCulley and wife, to the point of diversion of the other parties hereto, the said stream runs through a very porous and gravelly country, and by virtue thereof there is a very perceptible loss in the quantity of water in said stream, the exact loss or percentage of loss being unknown to the parties hereto, but said parties are reasonably certain that such loss amounts to as much as twenty per cent, and said parties realize that it is fair and equitable that such loss should fall on all alike, and therefore, it is understood and agreed that for the purpose of determining the amount of water to which said George M.

1 Hudspeth and wife and Elmer M. McCulley and wife are entitled to
2 divert from said stream through their said ditch, which ditch is
3 used jointly by them; that a measuring device that is substantial
4 and reasonably accurate shall be installed in the channel of said
5 stream at or near their said point of diversion, by which the
6 total flow of said stream can at all times be easily ascertained
7 and determined by any of the parties hereto; and they shall like-
8 wise install a similar measuring device in the head of their ditch
9 from which the quantity of water being diverted into said ditch
10 can atall times be easily ascertained and determined by any of the
11 parties hereto, and of the quantity of water flowing in said stream
12 at the point of diversion of said Hudspeth and McCulley ditch,
13 twenty per cent thereof shall be allowed and deducted for seepage.
14 And the portions hereinbefore alloted to them shall be calculated
15 on the basis of eighty per cent of the aggregate flow at said
16 point.
17 It is further understood and agreed between all of the
18 parties hereto that for the purpose of satisfactory and harmoniously
19 carrying out the terms of this agreement, it is necessary that sub-
20 stantial measuring devices should be put in all of the diversions
21 of the parties; and, therefore, it is agreed, that such measuring
22 devices shall be put at the head of the various ditches of the
23 various parties, which said devices shall be of such character as
24 to enable the parties hereto to easily determine the quantity of
25 water being diverted by them; and such a device shall also be
26 constructed in the main channel of said Creek at a point near the
27 diversions of Cockrell, Powers, Woodruff, and Minto, which device
28 will be so constructed as to enable the parties hereto to determine
29 the quantity of water flowing in the said Creek at said point.
30 And it is further undertood and agreed that all of said
31 measuring devices mentioned in this agreement shall be jointly
32

constructed by all the parties hereto, and shall be paid for by them jointly per capita.

It is further understood and agreed, that in the event that at any time in the future any person or persons shall successfully lay claim to any of the waters of said Creek, as an independent right, and not as a successor to any of the parties hereto, that any water which any such outside party should succeed in securing shall be deducted from the total flow of said Creek; and this contract shall operate in its entirety as to the remainder of the water flowing in said Creek.

It is further understood and agreed between the parties hereto, that this is intended as a full and complete settlement and adjustment of all existing rights of said parties in and to the waters of said stream; and it is the agreement of the parties that a Court Decree be entered in accordance herewith, defining the rights of the parties hereto in accordance with these provisions, and with a mutual injunction therein; and that the proceedings now pending before the Division of Water Rights of the Board of Public Works of the State of California, wherein Lizzie N. Bonner as Assignee and successor in interest of Daniel A. Gloster and Wife, to appropriate waters from said stream is to be withdrawn by the said Lizzie N, Bonner, and that the action now pending in the Superior Court of the State of California, in and for the County of Modoc, wherein F. J. Powers, E. E. Woodruff, and others, are Plaintiffs, and Daniel A. Gloster and wife are Defendants, shall be settled by this Agreement, and that a Judgment may be entered in said action in accordance with the provisions herein. Each party to pay their own costs in said suit and in said proceedings before the Division of Water Rights.

It is understood and agreed, that this contract shall inure

to the benefit of, and shall be binding upon the heirs, administrators, executors, successors, and assigns of each and all the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed these presents, the day and year first above written.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SCHEDULE 1

DESCRIPTION OF LANDS IRRIGATED FROM RADER CREEK

Lizzie N. Bonner

0.5 acre	in SE¼ NW¼	Section 14, T. 40 N., R. 16 E., M.D.B. & M.
15.4 acres	in SW¼ NE¼	Section 14, T. 40 N., R. 16 E., M.D.B. & M.
14.2 acres	in SE¼ NE¼	Section 14, T. 40 N., R. 16 E., M.D.B. & M.
34.2 acres	in NE¼ SE¼	Section 14, T. 40 N., R. 16 E., M.D.B. & M.
36.7 acres	in NW¼ SE¼	Section 14, T. 40 N., R. 16 E., M.D.B. & M.
6.5 acres	in NE¼ SW¼	Section 14, T. 40 N., R. 16 E., M.D.B. & M.
107.5 acres	- Total	

David H. Grove, Sr. and Luella Grove

2.9 acres	in NE¼ NE¼	Section 23, T. 40 N., R. 16 E., M.D.B. & M.
2.9 acres	- Total	

Gustave Haase, and Walter S. Rountree executor of the Estate of Paulina K. Haase

0.6 acre	in SE¼ SE¼	Section 14, T. 40 N., R. 16 E., M.D.B. & M.
0.6 acre	- Total	

George Hudspeth and Mary P. Hudspeth

*1.3 acres	in SE¼ SE¼	Section 11, T. 40 N., R. 16 E., M.D.B. & M.
0.3 acre	in NE¼ SE¼	Section 11, T. 40 N., R. 16 E., M.D.B. & M.
31.1 acres	in NW¼ SW¼	Section 12, T. 40 N., R. 16 E., M.D.B. & M.
31.4 acres	in NE¼ SW¼	Section 12, T. 40 N., R. 16 E., M.D.B. & M.
40.0 acres	in SE¼ SW¼	Section 12, T. 40 N., R. 16 E., M.D.B. & M.
39.9 acres	in SW¼ SW¼	Section 12, T. 40 N., R. 16 E., M.D.B. & M.
11.5 acres	in SE¼ SE¼	Section 11, T. 40 N., R. 16 E., M.D.B. & M.
* 9.7 acres	in NE¼ SE¼	Section 11, T. 40 N., R. 16 E., M.D.B. & M.
* 3.4 acres	in NW¼ SW¼	Section 12, T. 40 N., R. 16 E., M.D.B. & M.
168.6	- Total	

Elmer M. McCulley and Lydia K. McCulley

5.3 acres	in NW¼ NE¼	Section 11, T. 40 N., R. 16 E., M.D.B. & M.
40.0 acres	in NE¼ NE¼	Section 11, T. 40 N., R. 16 E., M.D.B. & M.
26.3 acres	in SE¼ NE¼	Section 11, T. 40 N., R. 16 E., M.D.B. & M.
3.8 acres	in SW¼ NE¼	Section 11, T. 40 N., R. 16 E., M.D.B. & M.
40.0 acres	in NW¼ NW¼	Section 12, T. 40 N., R. 16 E., M.D.B. & M.
40.0 acres	in NE¼ NW¼	Section 12, T. 40 N., R. 16 E., M.D.B. & M.
29.3 acres	in SE¼ NW¼	Section 12, T. 40 N., R. 16 E., M.D.B. & M.
40.0 acres	in SW¼ NW¼	Section 12, T. 40 N., R. 16 E., M.D.B. & M.
*6.2 acres	in SW¼ NE¼	Section 11, T. 40 N., R. 16 E., M.D.B. & M.
* 30.6 acres	in NW¼ NE¼	Section 11, T. 40 N., R. 16 E., M.D.B. & M.
* 12.4 acres	in SE¼ NE¼	Section 11, T. 40 N., R. 16 E., M.D.B. & M.
* 33.6 acres	in SW¼ NE¼	Section 12, T. 40 N., R. 16 E., M.D.B. & M.
* 37.7 acres	in NW¼ NE¼	Section 12, T. 40 N., R. 16 E., M.D.B. & M.
* 18.2 acres	in SE¼ NE¼	Section 12, T. 40 N., R. 16 E., M.D.B. & M.
* 0.2 acre	in NE¼ SE¼	Section 12, T. 40 N., R. 16 E., M.D.B. & M.
363.6 acres	- Total	

* Irrigated from drainage

Robert W. Minto and Edyth Minto

37.9 acres	in SW¼ SW¼	Section 13, T. 40 N., R. 16 E., M.D.B. & M.
38.3 acres	in SW¼ SW¼	Section 13, T. 40 N., R. 16 E., M.D.B. & M.
37.0 acres	in SE¼ SE¼	Section 14, T. 40 N., R. 16 E., M.D.B. & M.
26.2 acres	in NE¼ NE¼	Section 23, T. 40 N., R. 16 E., M.D.B. & M.
139.4 acres	- Total	

SCHEDULE I (CONTINUED)

DESCRIPTION OF LANDS IRRIGATED FROM RADER CREEK

Eulalio Miura and Elmore Miura

0.3	acres in	SE¼ NE¼	Section 14,	T. 40 N.,	R. 16 E.,	M.D.B. & M.
12.9	acres in	NE¼ NE¼	Section 14,	T. 40 N.,	R. 16 E.,	M.D.B. & M.
4.0	acres in	SE¼ NE¼	Section 14,	T. 40 N.,	R. 16 E.,	M.D.B. & M.
18.0	acres in	SW¼ NW¼	Section 14,	T. 40 N.,	R. 16 E.,	M.D.B. & M.
9.4	acres in	NW¼ NW¼	Section 14,	T. 40 N.,	R. 16 E.,	M.D.B. & M.
40.0	acres in	NE¼ NW¼	Section 13,	T. 40 N.,	R. 16 E.,	M.D.B. & M.
39.4	acres in	SE¼ NW¼	Section 13,	T. 40 N.,	R. 16 E.,	M.D.B. & M.
39.4	acres in	SW¼ NE¼	Section 13,	T. 40 N.,	R. 16 E.,	M.D.B. & M.
40.0	acres in	NW¼ NE¼	Section 13,	T. 40 N.,	R. 16 E.,	M.D.B. & M.
0.4	acres in	NW¼ NE¼	Section 14,	T. 40 N.,	R. 16 E.,	M.D.B. & M.
30.6	acres in	NW¼ NW¼	Section 13,	T. 40 N.,	R. 16 E.,	M.D.B. & M.
15.9	acres in	SW¼ NW¼	Section 13,	T. 40 N.,	R. 16 E.,	M.D.B. & M.
250.3	- Total					

Lillian A. Murphey

0.8	acre in	SE¼ SE¼	Section 14,	T. 40 N.,	R. 16 E.,	M.D.B. & M.
2.1	acres in	NE¼ NE¼	Section 23,	T. 40 N.,	R. 16 E.,	M.D.B. & M.
2.9	acres - Total					

F. J. Powers and Harold J. Powers

12.5	acres in	Lot 4 of	Section 7,	T. 40 N.,	R. 17 E.,	M.D.B. & M.
27.5	acres in	Lot 4,	Section 7,	T. 40 N.,	R. 17 E.,	M.D.B. & M.
39.2	acres in	SE¼ SW¼	Section 7,	T. 40 N.,	R. 17 E.,	M.D.B. & M.
25.2	acres in	SW¼ SE¼	Section 7,	T. 40 N.,	R. 17 E.,	M.D.B. & M.
3.9	acres in	SE¼ SE¼	Section 7,	T. 40 N.,	R. 17 E.,	M.D.B. & M.
28.9	acres in	NE¼ NE¼	Section 18,	T. 40 N.,	R. 17 E.,	M.D.B. & M.
40.0	acres in	NW¼ NE¼	Section 18,	T. 40 N.,	R. 17 E.,	M.D.B. & M.
40.0	acres in	NE¼ NW¼	Section 18,	T. 40 N.,	R. 17 E.,	M.D.B. & M.
40.2	acres in	Lot 1,	Section 18,	T. 40 N.,	R. 17 E.,	M.D.B. & M.
40.6	acres in	Lot 2,	Section 18,	T. 40 N.,	R. 17 E.,	M.D.B. & M.
40.0	acres in	SE¼ NW¼	Section 18,	T. 40 N.,	R. 17 E.,	M.D.B. & M.
40.0	acres in	SW¼ NE¼	Section 18,	T. 40 N.,	R. 17 E.,	M.D.B. & M.
31.8	acres in	SE¼ NE¼	Section 18,	T. 40 N.,	R. 17 E.,	M.D.B. & M.
40.0	acres in	NW¼ SE¼	Section 18,	T. 40 N.,	R. 17 E.,	M.D.B. & M.
40.0	acres in	NE¼ SW¼	Section 18,	T. 40 N.,	R. 17 E.,	M.D.B. & M.
37.8	acres in	Lot 3,	Section 18,	T. 40 N.,	R. 17 E.,	M.D.B. & M.
32.7	acres in	NE¼ SE¼	Section 13,	T. 40 N.,	R. 16 E.,	M.D.B. & M.
37.0	acres in	NW¼ SE¼	Section 13,	T. 40 N.,	R. 16 E.,	M.D.B. & M.
39.4	acres in	NE¼ SW¼	Section 13,	T. 40 N.,	R. 16 E.,	M.D.B. & M.
39.0	acres in	NW¼ SW¼	Section 13,	T. 40 N.,	R. 16 E.,	M.D.B. & M
675.7	acres - Total					

E. B. Woodruff

40.0	acres in	SW¼ SE¼	Section 13,	T. 40 N.,	R. 16 E.,	M.D.B. & M.
40.0	acres in	NW¼ NE¼	Section 24,	T. 40 N.,	R. 16 E.,	M.D.B. & M.
38.2	acres in	NE¼ NW¼	Section 24,	T. 40 N.,	R. 16 E.,	M.D.B. & M.
35.3	acres in	NW¼ NW¼	Section 24,	T. 40 N.,	R. 16 E.,	M.D.B. & M.
153.5	acres - Total					

SCHEDULE 2

DESCRIPTION OF POINTS OF DIVERSION OF DITCHES DIVERTING FROM RADIER CREEK

CHRISTIE SPRINGS - F. J. Powers and Harold J. Powers

At a point (designated on Division of Water Resources Map as Diversion 23) which bears approximately N 64° 30' E, approximately 3150 feet distant from the southwest corner of Section 13, T 40 N, R 16 E, M.D.B. & M. being within the NW¼ SE¼ of said Section 13.

GLOSTER DITCH - Lizzie N. Bonner

At a point (designated on Division of Water Resources Map as Diversion 2) which bears approximately N 73° 30' W, approximately 800 feet distant from the southeast corner of Section 15, T 40 N, R 16 E, M.D.B. & M., being within the SE¼ SE¼ of said Section 15.

GROVE DITCH - David H. Grove, Sr., and Luella Grove

At a point (designated on Division of Water Resources Map as Diversion 7) which bears approximately S 46° 30' W, approximately 890 feet distant from the northeast corner of Section 23, T 40 N, R 16 E, M.D.B. & M., being within the NE¼ NE¼ of said Section 23.

McCULLEY-HUDSPETH DITCH - Elmer M. McCulley and Lydia K. McCulley
George Hudspeth and Mary P. Hudspeth

At a point (designated on Division of Water Resources Map as Diversion 1) which bears approximately N 72° 0' W, approximately 810 feet distant from the southeast corner of Section 15, T 40 N. R 16 E, M.D.B. & M., being within the SE¼ SE¼ of said Section 15.

MINTO DITCH - Robert W. Minto and Edyth Minto
Lillian A. Murphey and Gustave A. Haase

At a point (designated on Division of Water Resources Map as Diversion 3) which bears approximately S 59° 30' E, approximately 1700 feet distant from the northwest corner of Section 23, T 40 N, R 16 E, M.D.B. & M., being within the NE¼ NW¼ of said Section 23.

MURPHEY DITCH - Lillian A. Murphey, David H. Grove, Sr. and Luella Grove

At a point (designated on Division of Water Resources Map as Diversion 6) which bears approximately S 49° 0' W, approximately 900 feet distant from the northeast corner of Section 23, T 40 N, R 16 E, M.D.B. & M., being within the NE¼ NE¼ of said Section 23.

POWERS-MIURA DITCH - F. J. Powers and Harold J. Powers,
Eulalio Miura and Elmore Miura

At a point (designated on Division of Water Resources Map as Diversion 4) which bears approximately S 59° 30' E, approximately 1720 feet distant from the northwest corner of Section 23, T 40 N, R 16 E, M.D.B. & M., being within the E½ NW¼ of said Section 23.

SCHEDULE 2 (CONTINUED)

DESCRIPTION OF POINTS OF DIVERSION OF DITCHES
DIVERTING FROM RADER CREEK

POWERS GARDEN DITCH - F. J. Powers and Harold J. Powers

At a point (designated on Division of Water Resources Map as Diversion 8) which bears approximately N 22° 0' W, approximately 1580 feet distant from the southeast corner of Section 13, T 40 N, R 16 E, M.D.B. & M., being within the NE¼ SE¼ of said Section 13.

POWERS SOUTH DITCH - J. J. Powers and Harold J. Powers

At a point (designated on Division of Water Resources Map as Diversion 9) which bears approximately N 5° 30' W, approximately 1400 feet distant from the southeast corner of Section 13, T 40 N, R 16 E, M.D.B. & M., being within the NE¼ SE¼ of said Section 13.

POWERS NORTH DITCH - F. J. Powers and Harold J. Powers

At a point (designated on Division of Water Resources Map as Diversion 10) which bears approximately due north, approximately 2230 feet distant from the southwest corner of Section 18, T 40 N, R 17 E, M.D.B. & M., being within Lot 3 of said Section 18.

POWERS LOWER DITCHES - F. J. Powers and Harold J. Powers

At points (designated on Division of Water Resources Map as Diversions 11 to 22, inclusive) between a point which bears approximately S 13° 0' E, approximately 2765 feet distant from the northwest corner of Section 18, being within Lot 3 of said Section 18, and a point which bears approximately S 79° 30' E, approximately 3680 feet distant from the northwest corner of Section 18, being within the NW¼ NE¼ of said Section 18, all in T 40 N, R 17 E, M.D.B. & M.

WOODRUFF DITCH - E. E. Woodruff

At a point (designated on Division of Water Resources Map as Diversion 5) which bears approximately S 60° 30' E, approximately 1850 feet distant from the northwest corner of Section 23, T 40 N, R 16 E, M.D.B. & M., being within the NE¼ NW¼ of said Section 23.