

**Honey Lake Valley  
Resource Conservation District**

**Water Rights Dispute/Complaint Form**

It is the Policy of the Watermaster Board that every dispute results in the appropriate response consistent with the relative significance of each complaint to ensure the most efficient and effective use of available resources.

- 1. Have you attempted, to the best of your ability, to resolve this dispute/complaint with the Deputy Watermaster?

YES (please explain) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NO (please explain) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- 2. Have you contacted your Watermaster Advisory Committee (WAC) representative for assistance with resolving this dispute/complaint?

YES (please explain) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NO (please explain) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- 3. Have you previously submitted this complaint? If so, please indicate the date, the organization(s) or local government entity you contacted, including the HLV RCD and the outcome.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

After taking the preceding steps you were unable to resolve your dispute/complaint, complete the second half of this form and return to the HLV RCD. Provide as much specific information as you can. Forms that are not filled out completely will be returned to the complainant.

Within five business days following the date a complete Water Rights Dispute/Complaint Form is received and reviewed, it will be: (1) Dismissed without further action and an explanation will be sent to the complainant via USPS return receipt, or (2) Forwarded to the WAC Board Chairperson to be considered by the WAC, at a public hearing, within ten business days from the date the complete Water Rights Dispute/Complaint Form was received. Refer to the HLV RCD **Susan River Watermaster Service Area Rules and Regulations** for more information about Water Right Disputes/Complaints.

Name: \_\_\_\_\_ Today's Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Date dispute/complaint originated on: \_\_\_\_\_

Location dispute/complaint originated at: \_\_\_\_\_

\_\_\_\_\_

4. Describe the action(s), omission, or decision that you are disputing/complaining about and by whom they were made (Deputy Watermaster, staff, another water user, etc.). \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Provide the grounds or basis for this dispute/complaint. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. Describe your suggested solution. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Attach any supporting documents as needed)

Date Received: \_\_\_\_\_ Received By: \_\_\_\_\_ Action Taken: \_\_\_\_\_

## ATTACHMENT A

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**From:** Carrie Adams <watermaster@honeylakevalleyrcd.us>  
**Sent:** Monday, July 01, 2019 2:20 PM  
**To:** Jay Dow; Kayla Meyer  
**Cc:** Herrema, Brad  
**Subject:** Re: water transfer and Barham Kelley

Jay,

Working closely with my District Manager and the RCD Board, these are the conclusions we have reached in order to properly implement the Decree (full explanation in 6/25/2019 email). The transfer of your Sched. 4 or Sched 5 rights to the Lower Susan River, below the confluence of the Susan River and Willow Creek, interferes with other users' rights. A user agreement or a transfer of your rights, are options we could explore if you so choose.

For the Barham Kelley, there is not enough material to support that the 3037 Decree are stand alone water rights and thus we cannot allow you to divert an additional 740af of water.

After extensive discussion and research, these are the RCD's final decisions on these matters and how we will be implementing the Decree moving forward. If these issues are still of concern, I invite you to our WAC Meeting July 11, 2019.

Respectfully,

**Carrie Adams**  
**Deputy Water Master**  
**Honey Lake Valley RCD**  
**170 Russell Ave., Suite C.**  
**Susanville, CA 96130**  
**(530)-260-1690**  
<http://honeylakevalleyrcd.org/>



On Thu, Jun 27, 2019 at 8:15 PM Jay Dow <[dowranch@gmail.com](mailto:dowranch@gmail.com)> wrote:

Carrie:

Why has the Honey Lake Valley RCD changed their opinion on allowing me to transfer and use the water rights I hold on my properties to other properties I own in the Susan River Water Master area? RCD has previously allowed me to temporarily transfer my water rights from one property to another for beneficial use. What has changed in 2019?

Likewise, RCD has not interfered with my use of water rights, granted in the Barham Kelley decree, on my property in past irrigation seasons. What has changed? The Barham Kelley decree was not superseded by the

Susan River Decree as stated in paragraph 55 of the Susan River Decree. Barham Kelley grants water rights independent of the rights granted under the Susan River Decree. The effect of the Watermaster decision is that other parties are able to divert the water to which my properties are entitled. Again, what is the reason for the RCD's change in the manner in which it administering the Susan River Decree in regard to respecting the earlier Barham Kelley decree?

Jay Dow

----- Forwarded message -----

From: **Carrie Adams** <[watermaster@honeylakevalleyrcd.us](mailto:watermaster@honeylakevalleyrcd.us)>

Date: Tue, Jun 25, 2019, 4:24 PM

Subject: Re: Response to your 6-21-19 email

To: Jay Dow <[dowranch@gmail.com](mailto:dowranch@gmail.com)>

Cc: Herrema, Brad <[bherrema@bhfs.com](mailto:bherrema@bhfs.com)>

Jay,

Upon closer review of pages 29 and 30 of the 2013 Appellate decision, Rubio describes that Schedule 4, and Schedule 5 1st and 2nd priorities are not mentioned in paragraph 21, simply because they are irrelevant due to their locations, compared to where LIC diverts:

Sched. 4, pg. 30 "...can have no direct effect on those water users entitled to divert under schedule 4, because those users take their water from the system before it ever reaches the Susan River."

Sched. 5 1st, 2nd, pg. 30 "except for those with points of diversion above the confluence with Willow Creek"

The matter we are discussing is a unique situation, not clearly discussed in the decree, where you are wanting to transfer your rights to the Lower Susan River. Again, the decree never clearly states that LIC cannot divert these rights once they are left in the system. If not used, they become a part of the "natural flow of the Susan River," which LIC is entitled to divert. It seems that this is a matter that needs to be agreed upon by the other parties, as it "obstruct[s] or interfere[s] with any other right in this decree" (paragraph 58). Another option is that there is a way to officially transfer your rights. Both procedures I can inquire more about if you would like to move in that direction.

Also, currently, LIC is not diverting to storage, however I realize the July 1st change to 5cfs is quickly coming.

As for the Barham Kelly, I really am working hard to try to see what you are saying; however, I am still confused on how you say the Barham Kelly 3037 rights are in addition to the 4573 rights while:

1) the diversions- 46, 47, are **only** described within the 4573 Decree, and not within the Barham Kelly 3037

2) the amounts of water that can be diverted under the 3037 are only described in the 3037, and not the 4573; yet there are some rights for these acres described in the 4573

I'm trying to decipher these partial overlaps; because the 3037 simply cannot stand alone with such little information held in its pages (no POD, no acreage). If you see my missing link, please do clarify.

I will gladly continue reviewing the decree and any highlights or additional material you wish to provide/point out to me. For additional input- from fellow water users, you are also welcome to bring these issues to our next WAC meeting July 11, 2019 at 17:30.

Best Regards,

**Carrie Adams**  
**Deputy Water Master**  
**Honey Lake Valley RCD**  
**170 Russell Ave., Suite C.**  
**Susanville, CA 96130**  
**(530)-260-1690**  
<http://honeylakevalleyrcd.org/>



On Sun, Jun 23, 2019 at 8:46 PM Jay Dow <[dowranch@gmail.com](mailto:dowranch@gmail.com)> wrote:  
Carrie:

The exception found in paragraph 21 of the Susan River Decree, which deals with LIC's water rights, states the only water rights affected by the exception are those in schedule 3, schedule 5 priority 3, and schedule 6. Rights in schedule 4 and schedule 5, priorities 1 & 2, are not included in paragraph 21 and LIC cannot claim a superior right to those, either under paragraph 21 or any other circumstance. The 2013 appellate decision confirms this throughout the decision and specifically addresses schedule 4 on pages 29 and 30 (attached). For this reason, exercising my ability to transfer my schedule 4 and schedule 5 priority 2 water rights to other property I own is not "obstructing or interfering" with LIC's water rights.

Paragraph 55 of the Susan River Decree states that it "shall supersede all former judgments and decrees as to the water rights involved, except the decrees of the above entitled court in the cases of Barham vs. Kelley...". This statement in paragraph 55 makes certain the water rights granted in the Barham Kelley Decree are separate from and unaffected by the rights granted in the Susan River decree 4573. As for more documentation, the Barham Kelley Decree itself is the document granting the water rights and there is no further documentation necessary. The Barham and Kelley properties are clearly delineated on sheet #3 of the irrigated lands map for the Susan River Decree (attached) and, as we discussed when I met with you and Jesse Claypool this past Friday, I am the current owner of these properties. The points of diversions for the Barham Kelley decree are the same as diversions #46 and #47 described in schedule 2 of the Susan River Decree. Diversion #47 is no longer in use and all diversions for the Barham Kelley decree are presently made at diversion #46 (Barham Dam).

While the rights granted by the Barham Kelly Decree are not under the authority of the RCD acting as Water Master for the Susan River Decree, your actions administering the Susan River Decree cannot impair my water rights granted in the Barham Kelley Decree. Therefore, we must have a coordinated effort to assure I receive my full rights under the Barham Kelley decree.

Respectfully,

Jay Dow

----- Forwarded message -----

From: **Carrie Adams** <[watermaster@honeylakevalleyrcd.us](mailto:watermaster@honeylakevalleyrcd.us)>

Date: Fri, Jun 21, 2019 at 5:58 PM

Subject: 4573 and 3037 interpretation review

To: Jay Dow <[dowranch@gmail.com](mailto:dowranch@gmail.com)>

Jay,

I have been closely combing through the 4573 Decree, and the 3037 Decree. After careful inspection, there is more documentation that I need in order to administer the Decrees in the manner which you have interpreted and brought forward.

First, there is no language about Schedule 4 when describing LICs right to divert to storage as long as Colony Dam is at 20cfs. It does not state they can, nor does it state that they cannot. Thus, if we [from here, 'we' refers to the Susan River Watermaster Service, administered by the Honey Lake Valley Resource Conservation District], were to enforce your Sched. 4 rights to not be diverted by LIC and reach Colony Dam, putting it over 20 cfs, we would be opposing the decree and "obstructing or interfering with any other right" by not allowing them to divert their full allotted amount (paragraph 59, Decree 4573).

As for the Barham Kelly 3037 decision and the 740 total acre feet of water described in said judgment, there is no Point of Diversion described, nor are there specific irrigated lands (township, range, qtr-qtr. or of the like) in this decision. Thus, with this judgement document alone, I cannot accept this as its own separate set of water rights that are in addition to the ones described in the 4573 Decree. I am requesting more documentation, fully describing these said additional rights, as I cannot even identify where these said rights are located, with the current information.

I understand the time constrictions we are currently facing, and will review the information you provide promptly. I am happy to review your issues and interpretations with the area's decrees, in order to successfully administer them per my duties of the Water Master Service.

Until I receive, and then review, more substantial documentation, it is not within the decree to allow you to divert 740af in addition to your cfs clearly described in the 4573 Decree.

Best,

**Carrie Adams**  
**Deputy Water Master**  
**Honey Lake Valley RCD**  
**170 Russell Ave., Suite C.**  
**Susanville, CA 96130**  
**(530)-260-1690**  
<http://honeylakevalleyrcd.org/>





## ATTACHMENT B

1. The Watermaster has determined to administer the Susan River Decree (“Decree”) in a manner that obstructs and interferes with my water rights. Specifically, the Watermaster has determined not to allow me to divert water arising under my Schedule 4 and Schedule 5 rights for use on my other properties that are situated below the confluence of the Susan River and Willow Creek.
2. Paragraph 17 of the Decree provides that:

Nothing herein contained shall, or shall be construed to...or from preventing any party hereto, who has allotment to two or more ditches, from using all or any portion of his allotment through each or any number of his ditches on all or any portion of this land, so long as the maximum quantity of water diverted shall not exceed the aggregate of all allotments to all of his ditches.

I am the owner of water rights listed in Decree Schedule 4 and Schedule 5, priority 2. During the most recent irrigation season, I requested that the Watermaster administer the Decree in order that I might divert water pursuant to these rights at Diversions 82, 83, 89, 92, 98, 99, 100, 101, and 102 for a ranch that I own (attached hereto as “Exhibit 1”). While the Watermaster has previously allowed this, in this year it did not, which is contrary to Paragraph 17 of the Decree. As a result, I was unable to divert 10 cubic feet per second (“cfs”) for thirteen days, or 260 acre-feet (“AF”) of water, pursuant to my Schedule 4 and Schedule 5, priority 2 rights.

As a result of the Watermaster’s determination described above, during the most recently concluded irrigation season, I have been denied 260 AF of my water rights. This has resulted in the Lassen Irrigation Company (“LIC”) storing water that I should have been allowed to divert.

3. The Watermaster is obligated to administer the decree in accordance with its terms and additional Court orders interpreting it. The Watermaster must allow me to divert water associated with one ditch through another of my ditches, so long as the maximum quantity of water diverted does not exceed the aggregate of all allotments to my ditches.

The Watermaster’s determinations have resulted in LIC diverting water in Leavitt Lake, and McCoy Flat and Hog Flat Reservoirs that I should have been able to divert my Schedule 4 and Schedule 5, priority 2 rights pursuant to Paragraph 17 of the Susan River Decree. Under the Watermaster’s supervision and direction, LIC should release into the Susan River an amount of water equal to that which was improperly diverted by LIC in June 2019 for my diversion of 260 AF at Diversions 82, 99, and 100. This remedy has historical precedent, as when DWR served as Watermaster, it required LIC to release

water that it had improperly diverted for use by those right holders whose rights had been obstructed or interfered with.

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
Lawrence R. Smalley  
REESE, SMALLEY, WISEMAN & SCHWEITZER, LLP  
1265 Willis Street  
Redding, CA 96001

2014-04402

Recorded at the request of:  
REESE SMALLEY WISEMAN & SCHWEITZER  
10/08/2014 10:54 AM  
Fee: \$14.00 Pgs: 1 of 3 D  
OFFICIAL RECORDS  
Julie M. Bustamante - Clerk-Recorder  
Lassen County, CA



MAIL TAX STATEMENTS TO:  
Jay S. Dow and Susan A. Bonomini, Trustees  
726-200 Mapes Road  
Wendel, California 96136

Documentary Transfer Tax: -0-  
 Transfer to revocable living trust for  
the benefit of grantor (R&T 11930)  
The undersigned hereby declares

**GRANT DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

JAY S. DOW and SUSAN A. BONOMINI, husband and wife,

hereby GRANT to:

JAY S. DOW and SUSAN A. BONOMINI, Trustees of THE DOW-BONOMINI FAMILY 2013 TRUST

the following real property in the County of Lassen, California, described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**  
APN: 119-380-18; 119-380-19; 119-380-20; 119-380-03; 119-380-04; 119-380-09; 119-380-14;  
119-370-33

SUSAN A. BONOMINI executes this deed to transfer her marital and/or community property interest,  
if any, to the above-named Grantees.

Dated: 10/8, 2014

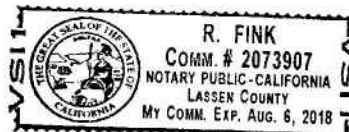
\_\_\_\_\_  
JAY S. DOW  
  
\_\_\_\_\_  
SUSAN A. BONOMINI

STATE OF CALIFORNIA )  
COUNTY OF Lassen ) ss.

On 10/8, 2014, before me, R. Fink, a Notary  
Public, personally appeared JAY S. DOW and SUSAN A. BONOMINI, who proved to me on the basis of satisfactory evidence  
to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same  
in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the  
persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is  
true and correct.

WITNESS my hand and official seal.  
  
\_\_\_\_\_  
NOTARY PUBLIC



## EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA , COUNTY OF LASSEN, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

In Township 29 North, Range 15 East, Mount Diablo Meridian, according to the official plat thereof.

Section 28: All that portion of the SW 1/4 thereof described as follows:

Beginning at a point on the West line of said SW 1/4, distant thereon South 1338 feet from the Northwest corner of said SW 1/4; thence South 89°32' East 1716 feet; thence South 0° 13' West to the South line of said SW 1/4; thence West along said South line 1716 feet to the Southwest corner of said SW 1/4; and thence North along said West line of said SW 1/4 to the point of beginning.

Excepting therefrom all that portion described as follows:

The South 15 feet (measured at right angles to the South line thereof) of the West 1716 feet of the SW 1/4.

Section 29: The S 1/2 of the NE 1/4 ; and all of the SE 1/4 thereof, except the East 396 feet of the North 1338 feet of said SE 1/4.

Excepting therefrom all that portion described as follows:

The South 15 feet (measured at right angles to the South line thereof) of the SE 1/4.

In Township 29 North, Range 14 East, Mount Diablo Meridian, according to the official plat thereof.

Section 25: The SE 1/4 of the NE 1/4.

Parcel 2:

In Township 29 North, Range 15 East, Mount Diablo Meridian, according to the official plat thereof.

Section 19: The SE 1/4 of the SE 1/4.

Section 30: The S 1/2 of the N 1/2; the NE 1/4 of the NE 1/4; and the N 1/2 of the SW 1/4.

Parcel 3:

In Township 29 North, Range 15 East, Mount Diablo Meridian, according to the official plat thereof.

Section 30: The S 1/2 of the SW 1/4; and the SE 1/4

Section 31: The N 1/2 of the N 1/2

Section 32: The N 1/2; the SE 1/4; and the E 1/2 of the SW 1/4

Section 33: The NW 1/4; and the W 1/2 of the W 1/2 of the SW 1/4

Together with all oil, gas, petroleum, other hydrocarbon substances and minerals including steam or any products or profits that may accrue from any geothermal power within or underlying said land or that may be produced or saved therefrom as excepted in the deed to Dean Beckett, et al, recorded December 7, 1973 in Book 273 of Official Records,

at Page 202.

Parcel 4:

In Township 29 North, Range 15 East, Mount Diablo Meridian, according to the official plat thereof.

Section 28: The South 15 feet of the West 1716 feet of the SW 1/4

Excepting therefrom an undivided 1/2 interest in and to all mineral rights as reserved in the deed from John H. Theodore and Deesse Theodore, husband and wife to Jay S. Dow, Jr. and Susan J. Dow, husband and wife; said deed provides, however that grantees may develop and use for their own personal use upon said property, and not for sale in any form, minerals upon said property without payment to grantors.

Section 29: The SW 1/4; and the South 15 feet of the SE 1/4

Excepting therefrom the undivided 1/2 interest in and to all mineral rights, as reserved in the deed from John H. Theodore and Deesse Theodore, husband and wife to Jay S. Dow Jr. and Susan J. Dow, husband and wife; said deed provides, however, that grantees may develop and use for their own personal use upon said property and not for sale in any form, minerals upon said property without payment to grantors.

Parcel 5:

In Township 29 North, Range 15 East, Mount Diablo Meridian, according to the official plat thereof.

Section 28: The W 1/2 of the SE 1/4, and the SW 1/4.

Excepting therefrom, beginning at a point on the West line of said SW 1/4, distant thereon South, 1338 feet from the Northwest corner of said SW 1/4; thence S 89°32' E , 1716 feet; thence S 0°13' W to the South line of said SW 1/4; thence West along said South line, 1716 feet to the Southwest corner of said SW 1/4; thence North along said West line of said SW 1/4 to the point of beginning.

Section 29: The East 396.0 feet of the North 1338.0 feet of the SE 1/4

Parcel 6:

In Township 29 North, Range 14 East, Mount Diablo Meridian, according to the official plat thereof.

Section 36: The SE 1/4

Excepting therefrom all that portion thereof described as follows:

Beginning at a point on the East line of the SE 1/4 of said Section 36 distant thereon Southerly 500 feet from the East 1/4 corner of said Section 36: thence along said East line Northerly 500 feet to said E 1/4 corner; thence along the North line of said SE 1/4, West 500 feet; thence along a direct line Southeasterly to the point of beginning.

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
Lawrence R. Smalley  
REESE, SMALLEY, WISEMAN & SCHWEITZER, LLP  
1265 Willis Street  
Redding, CA 96001

**2014-04400**

Recorded at the request of:  
REESE SMALLEY WISEMAN & SCHWEITZER  
10/08/2014 10:54 AM  
Fee: \$17.00 Pgs: 1 of 4 D  
OFFICIAL RECORDS  
Julie M. Bustamante - Clerk-Recorder  
Lassen County, CA



**MAIL TAX STATEMENTS TO:**  
Jay S. Dow and Susan A. Bonomini, Trustees  
726-200 Mapes Road  
Wendel, California 96136

Documentary Transfer Tax: -0-  
 Transfer to revocable living trust for  
the benefit of grantor (R&T 11930)  
The undersigned hereby declares

**GRANT DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

JAY S. DOW and SUSAN A. BONOMINI, husband and wife,

hereby GRANT to:

JAY S. DOW and SUSAN A. BONOMINI, Trustees of THE DOW-BONOMINI FAMILY 2013 TRUST

the following real property in the County of Lassen, California, described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**  
APN: 119-380-17; 119-380-02; 119-370-11; 119-340-21

SUSAN A. BONOMINI executes this deed to transfer her marital and/or community property interest,  
if any, to the above-named Grantees.

Dated: 10/8/14, 2014

\_\_\_\_\_  
JAY S. DOW

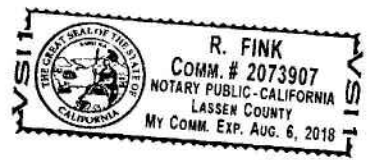
\_\_\_\_\_  
SUSAN A. BONOMINI

STATE OF CALIFORNIA )  
COUNTY OF Lassen ) ss.

On 10/8, 2014, before me, R. Fink, a Notary Public,  
personally appeared JAY S. DOW and SUSAN A. BONOMINI, who proved to me on the basis of satisfactory evidence to  
be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in  
their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the  
persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is  
true and correct.

WITNESS my hand and official seal.  
  
\_\_\_\_\_  
NOTARY PUBLIC



**EXHIBIT "A"**

All that real property situated in the County of Lassen, State of California, described as follows:

1) In Township 29 North, Range 14 East, Mt. Diablo Meridian according to the official plat thereof:  
Section 36: The SE  $\frac{1}{4}$  excepting therefrom the following: Beginning at a point on the east line of said Section 36, distant thereon South 500 feet from the east  $\frac{1}{4}$  corner of said Section 36; thence north 500 feet to said  $\frac{1}{4}$  corner, thence along the east-west  $\frac{1}{4}$  line of said section 36 west 500 feet, thence S 45° 00' E 707 feet more or less to the point of beginning.

APN: 119-370-33

2) Parcel No 1

IN TOWNSHIP 29 NORTH, RANGE 15 EAST, MOUNT DIABLO MERIDIAN ACCORDING TO THE OFFICIAL PLAT THEREOF:

SECTION 30: THE S  $\frac{1}{2}$  OF THE SW  $\frac{1}{4}$ ; AND THE SE  $\frac{1}{4}$

SECTION 31: THE N  $\frac{1}{2}$  OF THE N  $\frac{1}{2}$

SECTION 32: THE N  $\frac{1}{2}$ ; THE SE  $\frac{1}{4}$ ; AND THE E  $\frac{1}{2}$  OF THE SW  $\frac{1}{4}$

SECTION 33: THE NW  $\frac{1}{4}$ ; AND THE W  $\frac{1}{2}$  OF THE W  $\frac{1}{2}$  OF THE SW  $\frac{1}{4}$

EXCEPTING THEREFROM AN UNDIVIDED  $\frac{1}{2}$  INTEREST IN AND TO ALL OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND MINERALS INCLUDING STEAM OR ANY OTHER PRODUCTS OR PROFITS THAT MAY ACCRUE FROM ANY GEOTHERMAL POWER WITHIN OR UNDERLYING SAID LAND OR THAT MAY BE PRODUCED OR SAVED THEREFROM AS EXCEPTED IN THE DEED TO DEAN BECKETT, ET AL, RECORDED DECEMBER 7, 1973 IN BOOK 273 OF OFFICIAL RECORDS, AT PAGE 202.

APN's: 119-380-03; 119-380-14, 119-380-19; and 119-380-20

3) In Township 29 North, Range 15 East, Mount Diablo Meridian, according to the official plat thereof:

Section 28: The South 15 feet of the West 1716 feet of the SW  $\frac{1}{4}$

Section 29: The SW  $\frac{1}{4}$ ; and the South 15 feet of the SE  $\frac{1}{4}$

APNs: 119-380-04 and 119-380-18

4) IN TOWNSHIP 29 NORTH, RANGE 15 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

SECTION 28: THE W  $\frac{1}{2}$  OF THE SE  $\frac{1}{4}$ ; AND THE SW  $\frac{1}{4}$

EXCEPTING THEREFROM, BEGINNING AT A POINT OF THE WEST LINE OF SAID SW  $\frac{1}{4}$ , DISTANT THEREON SOUTH, 1338 FEET FROM THE NORTHWEST CORNER OF SAID SW  $\frac{1}{4}$ ; THENCE S 89° 2' E, 1716 FEET; THENCE S 0° 13' W TO THE SOUTH LINE OF SAID SW  $\frac{1}{4}$ ;



THENCE WEST ALONG SAID SOUTH LINE, 1716 FEET TO THE SOUTHWEST CORNER OF SAID SW ¼;  
THENCE NORTH ALONG SAID WEST LINE OF SAID SW ¼ TO THE POINT OF BEGINNING.

SECTION 29: THE EAST 396.0 FEET OF THE NORTH 1338.0 FEET OF THE SE ¼

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR ROAD AND DITCH PURPOSES OVER AND ACROSS  
THE S ½ OF THE NE ¼ AND THE N ½ OF THE SE ¼ OF SECTION 29, TOWNSHIP 29, NORTH RANGE 15 EAST,  
MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RESERVED IN THE DEED  
FROM JOHN CAPEZZOLI, ET UX, TO JOSEPHINE C. DEWITT RECORDED MARCH 5, 1952 IN BOOK 76 OF  
OFFICIAL RECORDS, AT PAGE 175.

ALSO TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR ROAD AND IRRIGATION DITCH PURPOSES  
AND MAINTENANCE THEREOF, OVER AND ACROSS THE EXISTING ROAD AND DITCH WITHIN THE nw ¼  
OF SECTION 29, TOWNSHIP 29 NORTH, RANGE 15 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO  
THE OFFICIAL PLAT THEREOF; SAID EXISTING ROAD AND DITCH COMMENCES ON THE WEST LINE OF  
SAID NW ¼ AND RUNS SOUTHEASTERLY TO THE EAST LINE OF SAID NW ¼, BEING THE SAME EXISTING  
ROAD AND DITCH AS RESERVED IN THE DEED FROM JOSEPHINE C. DEWITT TO JOHN CAPEZZOLI, ET UX,  
RECORDED MARCH 5, 1952 IN BOOK 76 OF OFFICIAL RECORDS AT PAGE 174.

APN: 119-380-09

5) PARCEL 1

IN TOWNSHIP 29 NORTH, RANGE 15 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL  
PLAT THEREOF.

SECTION 28: ALL THAT PORTION OF THE SW ¼ THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SW ¼, DISTANT THEREON SOUTH  
1338 FEET FROM THE NORTHWEST CORNER OF SAID SW ¼; THENCE SOUTH 89° 32' EAST  
1716 FEET, THENCE SOUTH 0° 13' WEST TO THE SOUTH LINE OF SAID SW ¼, THENCE WEST ALONG SAID  
SOUTH LINE 1716 FEET TO THE SOUTHWEST CORNER OF SAID SW ¼; AND THENCE NORTH ALONG SAID  
WEST LINE OF SAID SW ¼ TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION DESCRIBED AS FOLLOWS:

THE SOUTH 15 FEET (MEASURED AT RIGHT ANGLES TO THE SOUTH LINE THEREOF) OF THE SE ¼.

SECTION 29: THE S ½ OF THE NE ¼; AND ALL OF THE SE ¼ THEREOF, EXCEPT THE EAST 396 FEET  
OF THE NORTH 1338 FEET OF SAID SE ¼.

EXCEPTING THEREFROM ALL THAT PORTION DESCRIBED AS FOLLOWS:

THE SOUTH 15 FEET (MEASURED AT RIGHT ANGLES TO THE SOUTH LINE THEREOF) OF THE SE ¼.

IN TOWNSHIP 29 NORTH, RANGE 14 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL  
PLAT THEREOF.

SECTION 25: THE SE ¼ OF THE NE ¼.

PARCEL 2:

IN TOWNSHIP 29 NORTH, RANGE 15 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

SECTION 19: THE SE ¼ OF THE SE ¼

SECTION 30: THE S ½ OF THE N ½; THE NE ¼ OF THE NE ¼; AND THE N ½ OF THE SW ¼.

APNs: 119-340-21; 119-370-11; 119-380-02 and 119-380-17

6) ALL DEPOSITS OF MINERALS, INCLUDING OIL AND GAS, TOGETHER WITH THE RIGHT TO PROSPECT AND REMOVE SUCH DEPOSITIS THEREFROM AS RESERVED IN THE DEED EXECUTED BY TULE LAND & CATTLE CO., A GENERAL PARTNERSHIP TO THE STATE OF CALIFORNIA RECORDED MARCH 18, 1987 IN BOOK 471 AT PAGE 71, LASSEN COUNTY RECORDS LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

PARCEL NO. L

IN TOWNSHIP 28 NORTH, RANGE 15 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

SECTION 4: THE NW ¼; THE FRACTIONAL W ½ OF THE NE ¼.

SECTION 5: THE E ½ OF THE NE ¼

PARCEL NO. 2

IN TOWNSHIP 29 NORTH, RANGE 15 EAST, MOUNT DIABLO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

SECTION 33: THE SW ¼ OF THE SE ¼; THE E ½ OF THE SW ¼; AND THE E ½ OF THE W ½ OF THE SW ¼.