

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF MENDOCINO

M. M. GORCEVIC, and THE HOTALING ESTATE CO., a corporation, and GEORGE T. RUDDICK,	} Plaintiffs,	} DECREE
vs.		
YOLO WATER AND POWER COMPANY, a corporation, and YOLO WATER AND POWER CORPORATION, a corporation,	} Defendants,	
COUNTY OF LAKE and LISLE STUBBS et al.	} Intervenor	

Pursuant to the stipulation of all parties herein reduced to writing and filed in open court on the 7th day of October, 1920, agreeing and consenting that the following judgment and decree be entered in the above entitled action, and upon evidence taken; and finding being waived in open court by all parties;

IT IS HEREBY ORDERED ADJUDGED AND DECREED AS FOLLOWS:

That the defendant herein be perpetually enjoined and restrained from excavating or deepening the outlet of Clear Lake, being the Clear Lake mentioned in the pleadings herein, to any depth greater than four feet below the zero mark on the Rumsey gauge at Lakeport, County of Lake, State of California, which said gauge is hereinafter more particularly referred to; and from widening straightening or otherwise interfering with said outlet, except as may be necessary to carry out the provisions of this decree, all of such work to be with the approval first obtained and under the supervision of the State Railroad Commission of California, or the members thereof; and this injunction shall include the said defendants, their and either of their, officers, agents, servants, employees successors and assigns, and each and all officers and agents of either of them, and all persons acting under or in aid of them or either of them.

That the agents, servants, employees, successors and assigns of the said defendants and the said defendants and each of them, and all persons acting under or in aid of them or either of them be perpetually enjoined and restrained from at any time, or in any way raising the level of said lake in excess of 7.56 feet above zero on said Rumsey Gauge, and from at any time or at any way lowering the level of said lake below zero on said Rumsey Gauge; provided, however, that the rise of said Clear Lake, by reason of storm or flood conditions beyond the control of said defendants, or either of them, to a level in excess of 7.56 feet above zero on said Rumsey Gauge, but in no event to a level in excess of 9.00 feet above zero on said Rumsey Gauge, for any period not exceeding ten successive days, shall not be deemed a violation hereof:

The zero mark on said Rumsey Gauge is 20.1 feet below center of large concrete star in northeast corner

of court house yard at said Lakeport, and 21.56 feet below iron step at front entrance to Bank of Lake Building at southeast corner of Main Street and Second Street, in said Lakeport;

That said defendants, and each of the, their officers, agents, employees, successors and assigns and all persons acting under or in aid of them or either of them, be perpetually enjoined and restrained from drawing off from said Clear Lake an amount of water which, inclusive of evaporation and other losses, will at any time reduce the level of said lake below zero on said Rumsey Gauge, and the said defendants, and each of them, their officers, agents, employees, successors and assigns, be perpetually enjoined and commanded to draw off from said lake an amount of water which, inclusive of evaporation and other losses will reduce the level of the lake so that the elevation thereof on the following dates shall not exceed the following percentages of the actual level on April 15th of each year;

May 1, 97%, June 1, 89%, July 1, 79%, August 1, 69% and September 1, 58%.

That said defendants and each of them, their officers, agents, employees, successors and assigns, be perpetually enjoined and restrained from drawing off from said lake, during the irrigation season an amount of water which, inclusive of evaporation and other losses shall lower the level of said lake more than two feet in any one month;

It is hereby specially adjudged and decreed that notwithstanding the limits of depression of said lake waters hereinabove described the said defendants, and each of them, their agents, employees, successors and assigns, shall not draw off or allow, and they and each of them are enjoined and restrained from drawing off or allowing the waters of said lake to flow out of said lake at any time at such a rate as that, taking into account evaporation and other losses, the water of said lake shall at the lowest of any year be below zero on said Rumsey Gauge;

It is further adjudged and decreed that the said defendants, or either of them, shall at or about the specific dates last hereinabove mentioned, notify in writing, through the mails or otherwise, the parties hereto and as well such owners or occupants of land on the rim of said lake as shall register their names and addresses with the defendant, Yolo Water and Power Company, at its office in Woodland, Yolo County, California, of the then existing and respective levels of the said lake.

The drawing off of the water of said lake under the conditions aforesaid, shall be by and through the dam and gates mentioned in the pleadings herein, and the administration conduct and operation of said dam and gates shall be responsive to and in full and fair execution of such conditions, and shall at all times be by and under the State Railroad Commission of California, or the members thereof;

If at any time the injunctive provisions of this decree shall be violated, or departed from in matter of substance and all the provisions of this decree are for this purpose taken to be injunctive then and in such events the said defendants and each of them are hereby enjoined and commanded forthwith thereupon, in the manner and to the extent hereinafter provided, or in default thereof it shall be competent to the plaintiffs or any or either of them, or in default of action in the promises by the plaintiffs or any or either of them, it shall be competent to the interveners, or any or either of them, and said parties are accordingly hereby authorized, at the expense of defendants, their successors and assigns to restore and maintain at the "Grigsby Riffle" mentioned in the complaint herein, but above the present mouth of "Seigler Creek" a suitable and substantial structure or barrier, the crest of which shall not exceed one foot above zero on said Rumsey Gauge except as hereinafter provided;

But it is further and specifically decreed that if at any time, for any physical reason, or otherwise, said dam should cease in any substantial sense, to function in respect to the operation of the same as hereinabove referred to, then and in that event the crest of the aforesaid structure or barrier may be increased and maintained to an elevation of two feet above zero on said Rumsey Gauge, said structure and barrier shall exist and be maintained at all times when a dam shall cease to function as provided in this decree for the operation of the same; provided however that the failure of the defendants or either of them to comply substantially with the terms of this decree, due to temporary, unavoidable causes shall not be deemed a violation of this decree;

It is further adjudged that this decree does not adjudicate upon the extent of the several riparian or littoral rights of any of the parties hereto in the said Clear Lake or the land adjacent thereto nor upon any rights or claims of any of said parties to water rights therein, nor in or over such adjacent lands, and that the injunctive relief hereby granted and

provided for is not based upon a waiver by any of said parties of any such substantive rights of claims aforesaid but is subject to full reservations on the part of all and each of said parties of all said substantive rights or claims aforesaid;

It is further ordered adjudged and decreed that the said dam and the operation thereof shall at all times be subject to reasonable access and inspection by the parties hereto as well as any person owning land riparian or littoral to said Clear Lake and their duly authorized agents or attorneys; but if any question should arise in respect to the right of any such person or persons to such access and inspection, the same shall be remitted to the state railroad commission of California, or the members thereof for final determination.

That all claims for damages involved in this action or on account of the issuance of the temporary restraining order or preliminary injunction herein are waived and adjudged to be fully settled;

That each party to this action shall pay his own costs.

The signing and filing of this decree shall be deemed to be noticed of the terms thereof and effective as service of any injunctive process consequent thereon.

Done in open Court the 7th day of October, 1920

A. B. MCKENZIE
Judge.

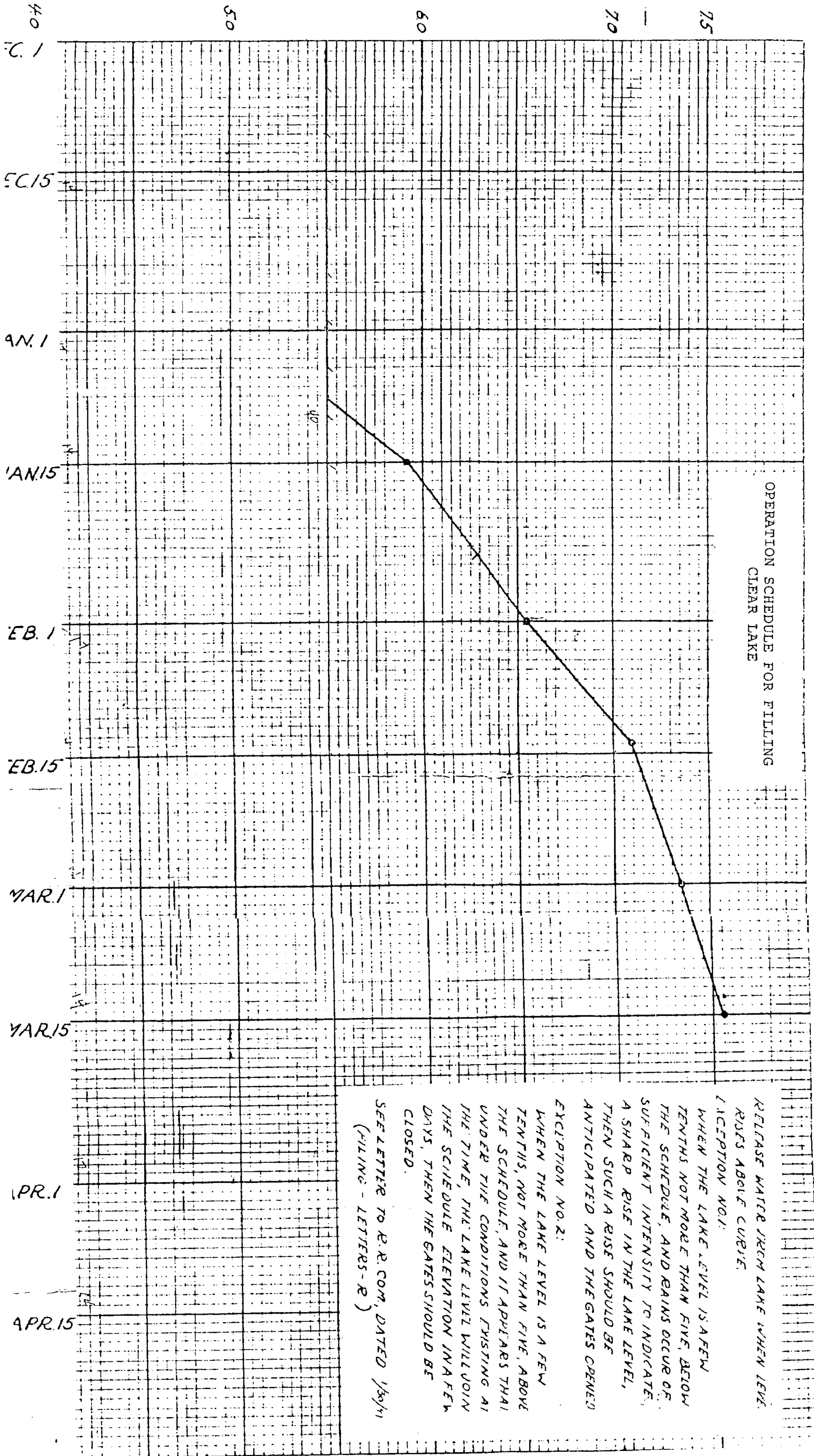
CERTIFIED: October 7th, 1920, by the Clerk of said Court to be a full, true and correct copy of the original on file and of record in his office.

ENDORSED: Filed Oct. 7, 1920, HALE PRATHER, Clerk
by W. H. PRATHER, Deputy

RECORDED: October 8th, 1920, in vol. 60 of Deeds,
page 49. Records of Lake County, California.

C. C. McDONALD,
Attorney for Plaintiffs,
Woodland, California.

ELEV. RUMSEY GAUGE



OPERATION SCHEDULE FOR FILLING
CLEAR LAKE

RELEASE WATER FROM LAKE WHEN LEVEL RISES ABOVE CURVE.
EXCEPTION NO. 1:

WHEN THE LAKE LEVEL IS A FEW TENTHS NOT MORE THAN FIVE, BELOW THE SCHEDULE, AND GAINS OCCUR OF SUFFICIENT INTENSITY TO INDICATE A SHARP RISE IN THE LAKE LEVEL, THEN SUCH A RISE SHOULD BE ANTICIPATED AND THE GATES OPENED

EXCEPTION NO. 2:

WHEN THE LAKE LEVEL IS A FEW TENTHS, NOT MORE THAN FIVE, ABOVE THE SCHEDULE, AND IT APPEARS THAT UNDER THE CONDITIONS EXISTING AT THE TIME, THE LAKE LEVEL WILL JOIN THE SCHEDULE ELEVATION IN A FEW DAYS, THEN THE GATES SHOULD BE CLOSED.

SEE LETTER TO R.R. COM, DATED 1/30/41
(FILING - LETTERS - R)