

[ITEM 16]

**BOULDER CANYON PROJECT
AGREEMENT OF COMPROMISE
IMPERIAL IRRIGATION DISTRICT**

AND

COACHELLA VALLEY COUNTY WATER DISTRICT

FEBRUARY 14, 1934

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SEC. 1. THIS AGREEMENT, Made the 14th day of February, 1934, by and between IMPERIAL IRRIGATION DISTRICT, an irrigation district organized and existing under and by virtue of the California Irrigation District Act of the State of California and acts amendatory thereof or supplementary thereto, with its principal office at El Centro, Imperial County, California, said District being hereinafter sometimes styled "Imperial District", and COACHELLA VALLEY COUNTY WATER DISTRICT, a County Water District organized and existing under and by virtue of the County Water District Act of the State of California and acts amendatory thereof or supplementary thereto, and having its office at Coachella, Riverside County, California, said District being hereinafter sometimes styled "Coachella District",

WITNESSETH:

RECITALS

SEC. 2. THAT, WHEREAS, Pursuant to the terms of the Boulder Canyon Project Act, approved December 21, 1928 (45 Stat. 1057), the Secretary of the Interior is authorized to construct a main canal and appurtenant structures located entirely within the United States, connecting Laguna Dam or other suitable diversion dam, which said Secretary is authorized to construct, with Imperial and Coachella Valleys in California; and

SEC. 3. WHEREAS, The Secretary of the Interior has determined upon engineering and economic considerations to construct a new diversion dam on the Colorado River approximately four and one-half miles above Laguna Dam, which new diversion dam has heretofore been and is designated Imperial Dam; and

SEC. 4. WHEREAS, Pursuant to the Boulder Canyon Project Act, a contract, dated December 1, 1932, hereinafter styled "Imperial Contract", has heretofore been executed between the United States and Imperial District for the construction of said Imperial Dam, main canal and appurtenant structures, which said main canal and appurtenant structures are hereinafter styled "All-American Canal"; and for the re-payment of the cost thereof as provided by law; and

SEC. 5. WHEREAS, By said Imperial Contract, certain lands in Coachella Valley, and within Coachella District and lands adjacent to said District may, by petition, be included within the boundaries of Imperial District, and if said lands are not so included, then the works and capacity to serve said lands shall not be constructed under said contract; and

SEC. 6. WHEREAS, Said Coachella District through its Board of Directors has determined that said lands will not become a part of Imperial District pursuant to said contract, and that Coachella District desires to obtain a contract, hereinafter styled "Coachella Contract", with the United States, separately from Imperial District, for capacity in said Imperial Dam and All-American Canal to be provided for the benefit of said Coachella District, in addition to the capacity therein provided for Imperial District, and to pay the proper cost of such capacity; and

SEC. 7. WHEREAS, Under date of August 18, 1931, an agreement was made between certain interested agencies in California, including the parties to this agreement, for the apportionment of the Colorado River water available for use within the State of California under the Colorado River Compact and the Boulder Canyon Project Act, a portion of which agreement is set out in Article 17 of said Imperial Contract as being a recommendation of the Chief of the Division of Water Resources of the State of California; and

SEC. 8. WHEREAS, Water for irrigation and domestic uses in the areas to be served under or from the All-American Canal in Imperial and Coachella Valleys will be supplied pursuant to the third and sixth priorities of said recommenda-

tion of the Chief of the Division of Water Resources of the State of California; and

SEC. 9. WHEREAS, Imperial District has certain prior rights to the use of the waters of the Colorado River, and the extent of said rights is in dispute as between the parties hereto, and each of said parties makes certain claims as to the use of said waters; and

SEC. 10. WHEREAS, The parties hereto, upon their respective contracts with the United States becoming effective and said All-American Canal being constructed, will respectively have certain power possibilities on the All-American Canal, which it is desired to have developed, operated and controlled as a unified project; and

SEC. 11. WHEREAS, Controversy has arisen and now exists between the parties hereto as to the extent and relation of their respective present and future rights to water and power on and from said All-American Canal, which controversy it is desired to have compromised and settled by this agreement;

NOW, THEREFORE, In consideration of the premises and the mutual obligations and covenants of the parties hereto and as a compromise and settlement of their said respective rights, privileges and claims respecting the matters herein contained, it is agreed:

COACHELLA CONTRACT

SEC. 12. Coachella District will forthwith apply to the proper governmental authorities for a contract between itself and the United States for the construction by the United States of the portion of the Imperial Dam and All-American Canal which will serve said District, and for the payment of its proper proportion of construction and other costs and for delivery of water; said contract to be in harmony with the provisions of the Imperial Contract and this agreement. The draft of said proposed Coachella Contract attached hereto and marked "Annex A" has been examined by Imperial District and the substance of said draft is approved by the parties hereto. Imperial District agrees that said draft, or such other draft as may be acceptable to the United States and in harmony with the provisions of the Imperial Contract and of this agreement, may be executed between the Coachella District and the United States. Imperial District will actively assist Coachella District in obtaining execution of such contract by the United States.

VALIDATION ACTION

SEC. 13. That forthwith upon the execution of this agreement Coachella District will cause to be dismissed on behalf of itself and A. B. Cliff, John H. Colbert, R. C. Egnew, J. C. Jones and Washington McIntyre, with the stipulation that remittitur issue forthwith and that each party pay his or its own costs, their appeal now pending in the Supreme Court of California, in that

certain action entitled: "In the Matter of the validation of a Contract Dated Dec. 1, 1932, Entitled 'Contract for Construction of Diversion Dam, Main Canal and Appurtenant Structures, and for Delivery of Water,' between the United States of America and Imperial Irrigation District. John L. Dubois, et al., Plaintiffs and Respondents, vs. All Persons, Defendants; Coachella Valley County Water District et al., Defendants and Appellants"; being L. A. No. 14487, and this agreement shall not become effective for any purpose unless and until said appeal is so dismissed on behalf of all of said parties within ten (10) days from the execution hereof. Coachella District will actively assist in bringing said action to an early and final conclusion to the end that the present judgment be sustained.

GENERAL PROVISIONS

Sec. 14. The provisions of this agreement hereinafter set forth shall be effective and binding upon the parties hereto only in the event that the Coachella Contract above mentioned is executed by and between the United States and said Coachella District prior to the transfer of constructed works to Imperial District for operation and maintenance, as provided by said Imperial Contract, and such Coachella Contract prior to such transfer or thereafter becomes binding upon the parties thereto, pursuant to law. After this agreement becomes effective, it, together with the lease herein provided for, shall terminate in the event Coachella District shall be relieved of all obligations under the Coachella Contract, by reason of failure of the United States to complete the works to be constructed thereunder.

WATER

Sec. 15. As a full and complete compromise and settlement of the controversy existing between the parties hereto as to the extent and priority of their respective rights and claims to the use of the waters of the Colorado River, it is agreed, as between said parties, that:

Imperial Irrigation District shall have the prior right for irrigation and potable purposes only, and exclusively for use in the Imperial Service Area, as hereinafter defined, or hereunder modified, to all waters apportioned to said Imperial Irrigation District and other lands under or that will be served from the All-American Canal in Imperial and Coachella Valleys as provided in the third and sixth priorities set out in the recommendation of the chief of the Division of Water Resources of the State of California, as contained in Article 17 of the Imperial Contract. Subject to said prior right of Imperial Irrigation District, Coachella Valley County Water District shall have the next right, for irrigation and potable purposes only and exclusively for use in the Coachella Service Area, as hereinafter defined, or hereunder modified, to all waters so

apportioned to said Imperial Irrigation District and other lands under or that will be served from the All-American Canal in the Imperial and Coachella Valleys, as provided in said third and sixth priorities. The use of water for generation of electric energy shall be, in all respects, secondary and subservient to all requirements of said two districts for irrigation and potable purposes as above limited.

As hereinabove used, the term "Imperial Service Area" shall comprise all lands within the boundaries of Imperial Irrigation District as said District was constituted on June 23, 1931, and all lands in Imperial and San Diego Counties, California, shown on map marked Exhibit "A", attached to said Imperial contract, and included within hatched border lines indicated on said map by legend as "Boundary of Additional Areas in Proposed Enlarged Imperial Irrigation District"; other than (a) such of said lands as are labeled "Dos Palmas Area" and (b) such of said lands as lie West of Salton Sea and North of the Northerly boundary line of Township 11, South of the San Bernardino Base Line. The term "Coachella Service Area" shall comprise all lands described on statements hereto attached and marked "Exhibits" "B", "C", "D" and "E", respectively, being approximately, but not exactly, the lands within said hatched border lines shown on said Exhibit "A", other than those included in said Imperial Service Area. Upon application of either district and with the written consent of the Secretary of the Interior, the boundaries of the service area which such district is entitled hereunder to serve may at any time or from time to time be changed, but may not be so changed as, in the aggregate, to add more than 5000 acres to, nor to subtract more than 5000 acres from such service area, as herein defined, without the written consent of the district entitled hereunder to serve the other service area. Coachella District shall not participate in any revenues received by Imperial District for diverting, carrying and delivering at or near Pilot Knob, water for irrigation or domestic use for any person or agency other than the parties hereto, and Coachella District shall perform no such service at or near Pilot Knob.

APPLICATIONS TO APPROPRIATE WATER

Sec. 16. The parties hereto agree that their respective applications to appropriate water from the Colorado River for irrigation and domestic purposes heretofore filed with the Division of Water Resources of the State of California be deemed amended to conform with the foregoing provisions of this agreement and stipulate that permits be issued to them, respectively, in accordance herewith and agree to file with said Division all necessary papers and applications to that end. Except as between the parties hereto the provisions of this agreement shall not affect nor impair any rights of either party to the waters of the Colorado River.

(g) That the determination of said net proceeds for the purpose of ascertaining rentals payable under said lease shall be made without reference to the fact that as to Imperial District said rentals will constitute a part of the cost of doing business;

(h) That on March first of each year Imperial District shall furnish to Coachella District a statement of account showing the computation of said rental;

(i) That Coachella District shall not be required to contribute in any manner to the cost of construction, operation or maintenance of any power works or facilities on or in connection with the All-American Canal, except indirectly, as said items may be taken into consideration in determining rentals to be paid under said lease;

(j) That said lease shall terminate upon Coachella District being relieved of obligations as provided in Section 14 hereof and/or at the option of Coachella District, in the event of default in any payment of rentals by Imperial District for a period of two years;

(k) That any overdue rental shall bear interest at the rate of one-half of one per cent per month until paid;

(l) That when Imperial District is ready to undertake construction of facilities to serve electrical energy (herein designed "power") in Coachella Valley, Coachella District shall obtain for Imperial District signed contracts or applications for power as provided in Section 18 hereof, and be otherwise subject to the provisions of said Section 18;

(m) That when Imperial District is ready to serve power from the All-American Canal in Coachella Valley, then, if and while said lease is in effect, Imperial District will furnish such power in Coachella District at the rates and upon the conditions provided in Section 19 hereof;

(n) That Coachella District shall, by its officials or designated representatives, have the right of ingress to and egress from all power works and facilities of Imperial District for the purpose of inspection thereof, and full and free access to and the right during office hours to inspect and copy all books and records of Imperial District relating to its power operations;

(o) That the interest of Imperial District under said lease shall not, nor shall any part thereof nor interest therein, be assigned, nor shall Imperial District sublet any part of nor interest in said demised power rights without the written consent of Coachella District;

(p) That at the termination of said lease the rights and privileges of the parties thereto shall be segregated and/or adjusted as may be equitable and just, having in view the business, interests and investments of the parties and their respective legal and equitable rights in said power rights, works and facilities on or in connection with the All-American Canal;

(q) That in the event the parties cannot agree upon such segregation or adjustment, then the same shall be made by a board of arbitration, consisting

LEASE OR POWER RIGHTS

SEC. 17. As a compromise and settlement of the controversy existing between the parties hereto as to all power possibilities, power rights, power resources and power privileges upon the whole of said All-American Canal in both Imperial and Riverside Counties, now or hereafter held, owned, or possessed by said parties, or either of them, including all those at or near Pilot Knob, which said power possibilities, power rights, power resources and power privileges are hereinafter styled "power rights", and to combine and co-ordinate all of said power rights as a unified project so as to produce the maximum benefits to the parties hereto and to the United States, it is agreed that the parties hereto will, within a reasonable time after the execution of said Coachella Contract, execute a good and sufficient lease agreement, wherein Coachella District shall demise to Imperial District all of said power rights which the Coachella District may now have or hereafter obtain. Said lease, among other reasonable provisions, shall provide:

(a) That the term of said lease shall commence with the date thereof and terminate on January 1, 2033; provided, that should the term herein or in said lease fixed exceed that permitted by law at the date of said lease, then said term shall be deemed reduced to the longest period permitted by law;

(b) That said lease shall vest in Imperial District the entire and exclusive operation, management, development and control of all said power rights and the use, sale and control of power produced therefrom;

(c) That subject to the conditions hereinafter contained, Imperial District shall pay, on March first of each year, as rental for said demised power rights eight per cent of the net proceeds, as defined in sub-section (f) hereof, received by Imperial District during the preceding calendar year from all said power rights held, owned or possessed by both parties hereto and from all power works and power facilities by or in connection with which Imperial District utilizes said power rights;

(d) That said rentals shall be paid by Imperial District to the United States and credited on the Coachella Contract until Coachella District's obligations to the United States under said contract are fully paid, and thereafter Imperial District shall pay said rentals to Coachella District;

(e) That no rentals shall be due or payable unless and until capacity in the All-American Canal shall have been provided for Coachella District down to Pilot Knob;

(f) That in determining said net proceeds, as between the parties hereto, there shall be taken into consideration all items of cost of production and disposal of power, including, but not necessarily limited to amortization of and interest on capital investment for power purposes, improvements, operation and maintenance, and depreciation, and any other proper factor of cost not herein expressly enumerated;

of five persons, one to be selected by Imperial District, one by Coachella District, and three by the Secretary of the Interior and the decision of said board of arbitration shall be final and binding upon the parties to said lease;

(r) That nothing contained in said lease shall be construed as in any manner abridging, limiting, or depriving either of the parties thereto of any means of enforcing any remedy, either at law or in equity, for the breach of any of the provisions of said lease which it would otherwise have;

(s) That the waiver of a breach of any of the provisions of said lease shall not be deemed to be a waiver of any other provision thereof or of a subsequent breach of such provision.

POWER CONTRACTS

SEC. 18. When the lease provided for in Section 17 hereof has been executed and Imperial District is ready to undertake construction of facilities to serve electrical energy, (herein styled "power") in Coachella Valley it shall notify Coachella District of said fact in writing and it shall thereupon be the duty of Coachella District to obtain for Imperial District, within six months after service of such notice, contracts or applications for power signed by consumers using at the time of service of such notice not less than eighty per cent of the power load then being consumed in the Coachella Service Area. Such contracts or applications shall be in such form and substance as reasonably required by Imperial District and shall among other things bind the consumer to take from Imperial District all power that he may require in Coachella District for a period of three years. In the event of disagreement between the parties as to whether or not Coachella District has complied with the foregoing provisions of this section on its part to be complied with, then the Secretary of the Interior may, at the written request of either party, determine said fact and notify the parties hereto of such determination in writing, and such determination shall be final and binding upon the parties hereto. Notwithstanding anything herein or in said lease contained, there shall be no obligation on the part of the Imperial District for rentals under said lease during the time, if any, after six months period that said signed contracts or applications for said eighty per cent of power load have not been so

POWER RATES

SEC. 19. When the lease provided for in Section 17 hereof has been executed and Imperial District is ready to serve power from the All-American Canal in Coachella Valley then, and while said lease remains in effect, Imperial District will furnish such power in Coachella District upon the following terms:

A. To Coachella District, for use by itself for project purposes within said

Coachella Service area as such project purposes are hereinafter defined, at rates in no case exceeding the cost of power delivered in Coachella Valley, plus fifteen per cent, and in no event at rates higher than are charged by Imperial District to itself for like uses with such additional charges as may be necessary to offset difference in costs of transmitting power as between Imperial and Coachella Valleys. Subject to the foregoing provisions, Coachella District agrees that, for a period of five years from and after the service of the notice provided for in Section 18 hereof said Coachella District will purchase from Imperial District and pay for all power Coachella District may require for project purposes within the Coachella Service Area, and for which Imperial District has sufficient facilities and is prepared to serve. Imperial District shall not be required to furnish power to Coachella District for project purposes at points where Imperial District does not then have sufficient facilities for such power service.

"Project Purposes" as used in this section shall be understood to mean construction, operation and maintenance of Coachella District's irrigation and drainage system within the Coachella Service Area, where such construction, operation, or maintenance is of a general public nature and not individual or private in character.

B. To all consumers within Coachella District, other than to Coachella District for project purposes, at no higher rates than those charged, and under the same conditions and regulations as those prescribed, by Imperial District for like service to consumers within Imperial District with such additional charges as may be necessary to offset difference in costs of transmitting power as between Imperial and Coachella Valleys. In no event shall such rates to such consumers exceed seventy-five per cent of the rates paid for like service by individual consumers in Coachella District on January 1, 1934, based upon the purchasing power of the dollar on said date. Imperial District shall make such further reduction in rates to such consumers as may be necessary to meet competitive rates for like service of any public utility, at the time authorized by the Railroad Commission of the State of California, or other authority succeeding to its functions, and able to serve such consumers, but in no event shall Imperial District be required to charge rates that will return less than the cost of service.

POWER PERMITS

SEC. 20. The parties hereto agree to cooperate to the end that all necessary and proper permits and licenses to appropriate water for power purposes and construct power facilities may be obtained from the Division of Water Resources of the State of California and/or Federal Power Commission as may be authorized by law and hereby stipulate that such permits and licenses issue to the parties hereto, as follows, to-wit:

HOOVER DAM CONTRACTS

1. To Imperial District, as to all such permits and licenses on the portion of the All-American Canal shown on said Exhibit "A" and marked "Main (All American) Canal to Imperial Valley" lying west of the southerly end of the "Main (All American) Canal to Coachella Valley" as same is shown on said Exhibit "A";
2. The Coachella District, as to all such permits and licenses on the portion of the All-American Canal shown on said Exhibit "A" and marked "Main (All American) Canal to Coachella Valley" lying North of the Northerly boundary line of Township 11, South of the San Bernardino Base Line;
3. To Imperial District and Coachella District, as their respective privileges to utilize power possibilities may appear from their said contracts with the United States, as to all such privileges on all portions of the Imperial Dam and All-American Canal, including Pilot Knob, not hereinabove specified.

AGREEMENT VOID IF CERTAIN LANDS INCLUDED IN IMPERIAL DISTRICT

SEC. 21. In the event lawful petition or petitions sufficient in all respects for inclusion within Imperial District of ninety per cent (90%) of the lands shown on said Exhibit "A" lying north of the northerly boundary line of Township Eleven (11), South of the San Bernardino Base Line and bounded by the lines indicated on said Exhibit "A" as "Boundary of Additional Areas in Proposed Enlarged Imperial Irrigation District", exclusive of the Dos Palmas Area and exclusive of Indian lands and public lands of the United States, shall be filed pursuant to and within the time limited by said Imperial Contract, and said lands shall be thereafter included within said Imperial District pursuant to such petition or petitions, then, as of the date of such inclusion, this agreement shall terminate and be at an end.

REMEDIES UNDER AGREEMENT NOT EXCLUSIVE

SEC. 22. Nothing contained in this agreement shall be construed as in any manner abridging, limiting, or depriving either of the parties hereto of any means of enforcing any remedy, either at law or in equity, for the breach of any of the provisions hereof which it would otherwise have. The waiver of a breach of any of the provisions of this agreement shall not be deemed to be a waiver of any other provision hereof or of a subsequent breach of such provision.

SEC. 23. This agreement shall not be interpreted nor construed so as to amend, modify or change said Imperial Contract in any particular, and no provision hereof in conflict with said Imperial Contract shall be of any force or effect. As to any provisions hereof in which the United States is interested this agreement shall be deemed to be made expressly for the benefit of the United States, as well as of the parties hereto.

SEC. 24. This agreement shall inure to and be binding upon the parties hereto, to, their and each of their respective successors and assigns.

IN WITNESS WHEREOF, Said parties have executed this agreement in triplicate

WATER CONTRACTS

original by their respective officers, thereunto duly authorized by resolutions of their respective Boards of Directors, the day and year first above written.

IMPERIAL IRRIGATION DISTRICT,
By (Signed) EVAN T. HEWES,
Its President.

Attest:
(Signed) W. W. GOODSON,
Its Secretary.

[SEAL]

COACHELLA VALLEY COUNTY
WATER DISTRICT;

By (Signed) HARRY W. FORBES,
Its President.

Attest:
(Signed) HELEN F. RUNYON,
Its Secretary.

[SEAL]

22. To the S.W. corner of the N.E. $\frac{1}{4}$ of Sec. 8, T. 6, R. 7, thence
23. To the S.W. corner of the S.E. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of said Sec. 8, thence
24. To the S.W. corner of the N.E. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of said Sec. 8, thence
25. To the S.W. corner of the N.W. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of said Sec. 8, thence
26. To the N.W. corner of said Sec. 8, thence
27. To the N.W. corner of the N.E. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of Sec. 7, T. 6, R. 7, thence
28. To the S.W. corner of the N.E. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of said Sec. 7, thence
29. To the S.W. corner of the N.E. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of said Sec. 7, thence
30. To the S.E. corner of the S.W. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of said Sec. 7, thence
31. To the S.W. corner of the N.W. $\frac{1}{4}$ of said Sec. 7, thence along the West line of said Sec. 7
32. To the S.E. corner of Sec. 1, T. 6, R. 6, thence along the South line of said Sec. 1
33. To the S.W. corner of the S.E. $\frac{1}{4}$ of said Sec. 1, thence
34. To the N.W. corner of the N.E. $\frac{1}{4}$ of said Sec. 1, thence along the North line of said Sec. 1
35. To the S.W. corner of the S.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of Sec. 36, T. 5, R. 6, thence
36. To the N.W. corner of the N.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of said Sec. 36, thence
37. To the S.W. corner of the N.E. $\frac{1}{4}$ of Sec. 31, T. 5, R. 7, thence
38. To the S.W. corner of the N.E. $\frac{1}{4}$ of Sec. 19, T. 5, R. 7, thence
39. To the S.W. corner of the N.W. $\frac{1}{4}$ of said Sec. 19, thence
40. North along the West line of said T. 5, South to a point in the Northerly line of the right-of-way of the State Highway commonly known as "U. S. Highway 99", thence
41. Northwesterly along said Northerly line of said right-of-way of said Highway to the intersection of said line with the Westerly line of the E. $\frac{1}{2}$ of Sec. 19, T. 4, R. 6; thence
42. To the N.W. corner of the S.E. $\frac{1}{4}$ of Sec. 18, T. 4, R. 6, thence
43. To the N.E. corner of the S.E. $\frac{1}{4}$ of Sec. 15, T. 4, R. 6, thence
44. To the S.W. corner of the N.W. $\frac{1}{4}$ of Sec. 23, T. 4, R. 6, thence
45. To the N.E. corner of the S.E. $\frac{1}{4}$ of Sec. 24, T. 4, R. 6, thence
46. To the S.W. corner of the S.E. $\frac{1}{4}$ of Sec. 34, T. 4, R. 7, thence
47. To the N.E. corner of Sec. 3, T. 5, R. 7, thence
48. To the S.W. corner of the N.W. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of Sec. 2, T. 5, R. 7, thence
49. To the S.E. corner of the N.E. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of said Sec. 2, thence
50. To the S.W. corner of the N.E. $\frac{1}{4}$ of said Sec. 2, thence
51. To the S.W. corner of the N.W. $\frac{1}{4}$ of Sec. 1, T. 5, R. 7, thence
52. To the S.W. corner of the S.E. $\frac{1}{4}$ of said Sec. 1, thence
53. To the S.W. corner of Sec. 6, T. 5, R. 8, thence
54. To the S.W. corner of Sec. 15, T. 5, R. 8, thence along the West line of Sec. 22, T. 5, R. 8
55. To the S.W. corner of said Sec. 22, thence
56. To the S.W. corner of the S.E. $\frac{1}{4}$ of Sec. 27, T. 5, R. 8, thence
57. To the S.W. corner of the N.W. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of Sec. 34, T. 5, R. 8, thence
58. To the S.W. corner of the N.E. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of said Sec. 34, thence
59. To the S.W. corner of the N.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of said Sec. 34, thence
60. To the S.E. corner of the N.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of Sec. 34, T. 5, R. 8, thence along the East line of said Sec. 34.
61. To the S.E. corner of said Sec. 34, thence along the North line of Sec. 2, T. 6, R. 8
62. To the N.E. corner of the N.W. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of said Sec. 2, thence
63. To the S.E. corner of the N.W. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of said Sec. 2, thence
64. To the S.E. corner of the N.E. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of said Sec. 2, thence
65. To the N.W. corner of the N.E. $\frac{1}{4}$ of said Sec. 2, thence
66. To the N.E. corner of the N.W. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of said Sec. 2, thence
67. To the S.W. corner of the N.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of said Sec. 2, thence

EXHIBIT "B"

DESCRIPTION OF LANDS WITHIN COACHELLA VALLEY COUNTY WATER DISTRICT AND ITS IMPROVEMENT DISTRICT NO. 1 AND WITHIN THE COACHELLA SERVICE AREA.

All that certain tract of land situate in the County of Riverside, State of California, and in the Townships (designated "T") hereinafter mentioned South, and Ranges (designated "R") hereinafter mentioned East, of the San Bernardino Base Line and Meridian, particularly described as follows, to-wit:

- Beginning at the S.W. corner of the S.E. $\frac{1}{4}$ of Section 31, Township 8 South, Range 9 East, which is a point in the South boundary line of said Coachella Valley County Water District and thence along straight lines:
1. To the S.W. corner of Sec. 10, T. 8, R. 8, thence
 2. To the S.W. corner of the S.E. $\frac{1}{4}$ of Sec. 33, T. 7, R. 8, thence
 3. To the S.W. corner of the N.W. $\frac{1}{4}$ of said Sec. 33, thence
 4. To the S.W. corner of the N.E. $\frac{1}{4}$ of Sec. 19, T. 7, R. 8, thence
 5. To the S.W. corner of the N.W. $\frac{1}{4}$ of said Sec. 19, thence along the West line of said Sec. 19
 6. To the N.W. corner of said Sec. 19, thence along the South line of Sec. 13, T. 7, R. 7
 7. To the S.W. corner of said Sec. 13, thence along the West line of said Sec. 13
 8. To the N.W. corner of said Sec. 13, thence
 9. To the S.W. corner of the N.E. $\frac{1}{4}$ of Sec. 11, T. 7, R. 7, thence
 10. To the S.W. corner of the N.W. $\frac{1}{4}$ of said Sec. 11, thence along the West line of said Sec. 11
 11. To the N.W. corner of said Sec. 11, thence along the South line of Sec. 3 in said Township and Range
 12. To the S.W. corner of said Sec. 3, thence along the West line of said Sec. 3
 13. To the N.W. corner of said Sec. 3, thence along the South line of Secs. 34 and 33, T. 6 South, R. 7 East
 14. To the S.W. corner of the S.E. $\frac{1}{4}$ of Sec. 33, T. 6, R. 7, thence
 15. To the S.W. corner of the N.E. $\frac{1}{4}$ of Sec. 28, T. 6, R. 7, thence
 16. To the S.W. corner of the N.W. $\frac{1}{4}$ of said Sec. 28, thence
 17. To the S.W. corner of the S.E. $\frac{1}{4}$ of Sec. 20, T. 6, R. 7, thence
 18. To the S.W. corner of the N.E. $\frac{1}{4}$ of said Sec. 20, thence
 19. To the S.W. corner of the S.E. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of said Sec. 20, thence
 20. To the N.W. corner of the N.E. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of said Sec. 20, thence
 21. To the S.W. corner of the S.E. $\frac{1}{4}$ of Sec. 17, T. 6, R. 7, thence

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68. To the S.E. corner of the N.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of said Sec. 2, thence along the East line of said Sec. 2
69. To the S.E. corner of said Sec. 2, thence
70. To the S.E. corner of Sec. 13, T. 6, R. 8, thence
71. To the S.E. corner of Sec. 3, T. 7, R. 9, thence along the South lines of Section 2 and 1 in said Township and Range
72. To the N.E. corner of the N.W. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of Sec. 12, T. 7, R. 9, thence
73. To the S.E. corner of the N.W. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of said Sec. 12, thence
74. To the N.E. corner of the S.E. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of said Sec. 12, thence
75. To the S.W. corner of the N.E. $\frac{1}{4}$ of said Sec. 12, thence
76. To the N.E. corner of the S.E. $\frac{1}{4}$ of said Sec. 12, being a point on the East boundary line of said Coachella Valley County Water District, thence
77. South along said boundary line to the S.E. corner of Sec. 25, T. 7, R. 9, thence along the South lines of said Sec. 25 and of Sec. 26 in said Township and Range
78. To the S.W. corner of said Sec. 26, thence
79. To the N.E. corner of the S.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of Sec. 27, T. 7, R. 9, thence
80. To the N.W. corner of the S.W. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of said Sec. 27, thence
81. To the N.E. corner of the S.W. $\frac{1}{4}$ of said Sec. 27, thence
82. To the N.W. corner of the S.W. $\frac{1}{4}$ of said Sec. 27, thence
83. To the N.E. corner of the S.E. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of Sec. 28, T. 7, R. 9, thence
84. To the N.W. corner of the S.W. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of said Sec. 28, thence
85. To the N.E. corner of the N.W. $\frac{1}{4}$ of said Sec. 28, T. 7, R. 9, thence along the North lines of said Sec. 28 and of Sec. 29 in said Township and Range
86. To the N.W. corner of the N.E. $\frac{1}{4}$ of said Sec. 29, thence
87. To the S.W. corner of the N.W. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of said Sec. 29, thence
88. To the N.W. corner of the S.E. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of said Sec. 29, thence
89. To the S.E. corner of the S.W. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of said Sec. 29, thence
90. To the S.W. corner of the S.E. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of Sec. 30, T. 7, R. 9, thence
91. To the S.E. corner of the N.W. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of said Sec. 30, thence
92. To the S.W. corner of the N.E. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of Sec. 25, T. 7, R. 8, thence
93. To the S.W. corner of the S.E. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of said Sec. 25, thence
94. To the S.W. corner of the N.E. $\frac{1}{4}$ of said Sec. 25, thence
95. To the S.E. corner of the N.E. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of said Sec. 25, thence
96. To the N.E. corner of the S.W. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of said Sec. 25, thence
97. To the S.E. corner of the S.W. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of Sec. 36, T. 7, R. 8, thence
98. To the N.E. corner of the S.W. $\frac{1}{4}$ of said Sec. 36, thence
99. To the S.E. corner of the N.E. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of said Sec. 36, thence along the East line of said Sec. 36
100. To the N.E. corner of the S.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of said Sec. 36, thence along the East line of said Sec. 36, thence
101. To the S.E. corner of said Sec. 36, thence
102. To the N.E. corner of the N.W. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of Sec. 6, T. 8, R. 9, thence
103. To the N.E. corner of the S.W. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of Sec. 7, T. 8, R. 9, thence
104. To the N.W. corner of the S.W. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of said Sec. 7, thence along the West lines of said Sec. 7 and of Sec. 18 in said Township and Range
105. To the S.W. corner of the N.W. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of said Sec. 18, thence
106. To the S.E. corner of the N.W. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of said Sec. 18, thence
107. To the S.E. corner of the S.W. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of said Sec. 18, thence
108. To the S.E. corner of the N.W. $\frac{1}{4}$ of said Sec. 18, thence
109. To the S.E. corner of the N.E. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of said Sec. 18, thence
110. To the N.E. corner of the S.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of said Sec. 18, thence along the East lines of said Sec. 18 and of Sec. 19 in said Township and Range
111. To the S.W. corner of the N.W. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of Sec. 20, T. 8, R. 9, thence
112. To the N.E. corner of the S.W. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of said Sec. 20, thence
113. To the S.E. corner of the S.W. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of said Sec. 20, thence
114. To the S.E. corner of the N.E. $\frac{1}{4}$ of said Sec. 20, thence
115. To the N.W. corner of the S.W. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of Sec. 21, T. 8, R. 9, thence
116. To the N.E. corner of the S.W. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of said Sec. 21, thence
117. To the S.E. corner of the S.W. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of said Sec. 21, thence
118. To the N.E. corner of the N.W. $\frac{1}{4}$ of Sec. 28, T. 8, R. 9, thence
119. To the S.E. corner of the N.W. $\frac{1}{4}$ of said Sec. 28, thence
120. To the N.E. corner of the N.W. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of said Sec. 28, thence
121. To the N.W. corner of the N.E. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of Sec. 33, T. 8, R. 9, thence along the North line of said Sec. 33
122. To the N.E. corner of said Sec. 33, thence along the East line of said Sec. 33
123. To the S.E. corner of said Sec. 33, being a point in the Southerly boundary line of said Coachella Valley County Water District and of said County of Riverside, thence
124. West along said District and County boundary lines to the point of beginning.

EXHIBIT "C"

DESCRIPTION OF LANDS OUTSIDE COACHELLA VALLEY COUNTY WATER DISTRICT AND WITHIN THE COACHELLA SERVICE AREA, DESIGNATED THE SALTON AREA

All that certain tract of land situate in the County of Riverside, State of California, and in the Townships (designated "T") hereinafter mentioned South, and Ranges (designated "R") hereinafter mentioned East, of the San Bernardino Base Line and Meridian, particularly described as follows, to-wit:

Beginning at the N.W. corner of Section 18, Township 7 South, Range 10 East, which is a point in the East boundary line of said Coachella Valley County Water District, and running thence along the Northerly boundary lines of said Section 18 and of Section 17 in said Township and Range:

1. To the N.E. corner of Sec. 17, T. 7, R. 10, thence
2. To the N.W. corner of Sec. 26, T. 7, R. 10, thence
3. To the S.W. corner of the S.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of said Sec. 26, thence
4. To the S.W. corner of the N.W. $\frac{1}{4}$ of Sec. 36, T. 7, R. 10, thence
5. To the S.E. corner of said Sec. 36, thence
6. To the S.E. corner of Sec. 6, T. 8, R. 11, thence
7. To the S.W. corner of the S.E. $\frac{1}{4}$ of said Sec. 6, thence
8. To the S.E. corner of the N.W. $\frac{1}{4}$ of Sec. 7, T. 8, R. 11, thence
9. To the S.W. corner of the S.E. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of said Sec. 7, thence
10. To the S.E. corner of the S.W. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of said Sec. 7, thence
11. To the N. E. corner of the N.W. $\frac{1}{4}$ of Sec. 18, T. 8, R. 11, thence
12. To the S.E. corner of the N.W. $\frac{1}{4}$ of said Sec. 18, thence
13. Along the Southerly line of the N.W. $\frac{1}{4}$ of said Sec. 18, and the Westerly projection of said Southerly line to an intersection with the Northeasterly line of the Southern Pacific main line railroad right-of-way running through the N.E. $\frac{1}{4}$ of Sec. 13, T. 8, R. 10, thence
14. Northwesterly along said Northeasterly line of said railroad right-of-way to the intersection of said Northeasterly line with the South line of Sec. 28, T. 7, R. 10, or the Easterly projection thereof, thence along the Southerly lines of said Sec. 28 and of Sec. 29 and Sec. 30 in said Township and Range,
15. To the S.W. corner of said Sec. 30, being a point in the East boundary line of said Coachella Valley County Water District, thence
16. North along said District boundary line to the point of beginning.

EXHIBIT "D"

DESCRIPTION OF LANDS OUTSIDE COACHELLA VALLEY COUNTY WATER DISTRICT AND WITHIN THE COACHELLA SERVICE AREA, DESIGNATED THE DOS PALMAS AREA

All that certain tract of land situate in the Counties of Riverside and Imperial, State of California, and in the Townships (designated "T") hereinafter mentioned South, and Ranges (designated "R") hereinafter mentioned East, of the San Bernardino Base Line and Meridian, particularly described as follows, to-wit:

Beginning at the S.E. corner of Sec. 33, T. 8 South, R. 12 East, which is a point in the Southerly boundary line of said County of Riverside, and running thence along the Easterly boundary line of said Sec. 33:

1. To the N.E. corner of the S.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of said Sec. 33, thence
2. To the N.W. corner of the S.W. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of said Sec. 33, thence
3. To the N.E. corner of the S.W. $\frac{1}{4}$ of said Sec. 33, thence
4. To the S.W. corner of the S.E. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of said Sec. 33, thence
5. To the N.E. corner of the S.W. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of said Sec. 33, thence
6. To the S.W. corner of the N.W. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of Sec. 32, T. 8, R. 12, thence
7. To the N.W. corner of the N.E. $\frac{1}{4}$ of said Sec. 32, thence
8. Along the Northerly line of said Sec. 32 to the N.W. corner of the N.E. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of said Sec. 32, thence
9. To the N.E. corner of the S.W. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of Sec. 29, T. 8, R. 12, thence
10. To the N.W. corner of said S.W. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of said Sec. 29, thence
11. Along the Westerly boundary line of said Sec. 29 to the N.W. corner of the S.W. $\frac{1}{4}$ of said Sec. 29, thence
12. To the S.W. corner of the N.E. $\frac{1}{4}$ of Sec. 30, T. 8, R. 12, thence
13. To the N.E. corner of the N.W. $\frac{1}{4}$ of said Sec. 30, thence
14. Along the Northerly boundary line of said Sec. 30 to the N.W. corner of said Sec. 30, thence
15. Along the Westerly boundary line of Sec. 19, T. 8, R. 12, to the N.W. corner of said Sec. 19, thence
16. Along the Southerly boundary line of Sec. 13, T. 8, R. 11, to the S.W. corner of the S.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of said Sec. 13, thence
17. To the N.W. corner of the S.E. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of Sec. 12, T. 8, R. 11, thence

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18. To the N.E. corner of the S.E. 1/4 of the N.E. 1/4 of Sec. 7, T. 8, R. 12, thence
19. Along the Easterly boundary line of said Sec. 7 to the S.E. corner of said Sec. 7, thence
20. To the S.E. corner of Sec. 17, T. 8, R. 12, thence
21. Along the Westerly boundary line of Sec. 21, T. 8, R. 12, to the S.W. corner of the N.W. 1/4 of said Section, thence
22. To the N.E. corner of the S.W. 1/4 of said Sec. 21, thence
23. To the N.W. corner of the S.W. 1/4 of the S.E. 1/4 of said Sec. 21, thence
24. To the N.E. corner of the S.E. 1/4 of the S.E. 1/4 of said Sec. 21, thence
25. Along the Easterly boundary line of said Sec. 21 to the S.E. corner of said Sec. 21, thence
26. Along the Northerly boundary line of Sec. 27, T. 8, R. 12, to the N.E. corner of the N.W. 1/4 of said Sec. 27, thence
27. To the S.E. corner of Sec. 26, T. 8, R. 12, thence
28. Along a straight line between the N.W. corner and the S.E. corner of Sec. 36, T. 8, R. 12, to a point where said straight line intersects a projection Northerly of the East line of Sec. 2, T. 9, R. 12, thence
29. Along said last-named projected line and the East line of said Sec. 2 to the S.E. corner of the N.E. 1/4 of said Sec. 2, thence
30. To the S.W. corner of the N.E. 1/4 of said Sec. 2, thence
31. To the S.E. corner of the S.W. 1/4 of said Sec. 2, thence
32. Along the Southerly boundary line of said Sec. 2 to S.W. corner of the S.E. 1/4 of the S.W. 1/4 of said Sec. 2, thence
33. To the S.E. corner of the N.W. 1/4 of the N.W. 1/4 of Sec. 11, T. 9, R. 12, thence
34. To the S.W. corner of the N.W. 1/4 of the N.W. 1/4 of Sec. 10, T. 9, R. 12, thence
35. Along the West line of Sec. 10 to the N.W. corner of said Sec. 10, thence
36. Along the South line of Sec. 4, T. 9, R. 12, to the S.W. corner of the S.E. 1/4 of the S.E. 1/4 of said Sec. 4, thence
37. To the N.W. corner of the S.E. 1/4 of the S.E. 1/4 of said Sec. 4, thence
38. To the S.W. corner of the N.W. 1/4 of the S.E. 1/4 of said Sec. 4, thence
39. To the N.W. corner of the N.E. 1/4 of said Sec. 4, being a point in the Southerly boundary line of said County of Riverside, thence
40. Along said boundary line and the Northerly boundary line of said Sec. 4 to the point of beginning.

EXHIBIT "E"

DESCRIPTION OF LANDS OUTSIDE COACHELLA VALLEY COUNTY WATER DISTRICT AND WITHIN THE COACHELLA SERVICE AREA, DESIGNATED THE FISH SPRINGS AREA

All that certain tract of land situate in the County of Imperial, State of California, and in the Townships (designated "T") hereinafter mentioned South, and Ranges (designated "R") hereinafter mentioned East, of the San Bernardino Base Line and Meridian, particularly described as follows, to-wit:

Beginning at the N.E. corner of the N.W. 1/4 of Sec. 4, T. 9, R. 9, which is a point in the South boundary line of Coachella Valley County Water District and of the County of Riverside and the North Boundary line of the County of Imperial and running thence along said boundary lines and along the Northerly boundary lines of said Sec. 4 and of Sec. 3, T. 9, R. 9:

1. To the N.E. corner of the N.W. 1/4 of the N.W. 1/4 of said Sec. 3, thence
2. To the S.E. corner of the S.W. 1/4 of the N.W. 1/4 of Sec. 8, T. 9, R. 9, thence
3. To the S.E. corner of the N.W. 1/4 of said Sec. 8, thence
4. To the S.E. corner of the S.W. 1/4 of said Sec. 8, thence
5. To the S.E. corner of Sec. 17, T. 9, R. 9, thence
6. To the S.E. corner of Sec. 21, T. 9, R. 9, thence
7. To the S.W. corner of Sec. 12, T. 10, R. 9, thence
8. Along the Southerly boundary line of said Sec. 12 to the S.E. corner of said Sec. 12, thence
9. To the S.E. corner of Sec. 6, T. 10, R. 10, thence
10. To the N.E. corner of the N.W. 1/4 of said Sec. 6, thence
11. To the S.W. corner of the N.E. 1/4 of the N.E. 1/4 of Sec. 16, T. 9, R. 9, thence
12. To the N.E. corner of the N.W. 1/4 of the S.E. 1/4 of Sec. 4, T. 9, R. 9, thence
13. To the S.W. corner of the N.E. 1/4 of said Sec. 4, thence to the point of beginning.

NOTE.—Annex "A" consists of the proposed contract with Coachella Valley County Water District, together with its exhibits, which contract was later executed under date of October 13, 1934 (No. 111-781)