

4

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18USC Sec. 641 01/03/95

EXPCITE

TITLE 18 - CRIMES AND CRIMINAL PROCEDURE
PART I - CRIMES
CHAPTER 31 - EMBEZZLEMENT AND THEFT

HEAD

Sec. 641. Public money, property or records

STATUTE

Whoever embezzles, steals, purloins, or knowingly converts to his use or the use of another, or without authority, sells, conveys or disposes of any record, voucher, money, or thing of value of the United States or of any department or agency thereof, or any property made or being made under contract for the United States or any department or agency thereof; or

Whoever receives, conceals, or retains the same with intent to convert it to his use or gain, knowing it to have been embezzled, stolen, purloined or converted -

Shall be fined under this title or imprisoned not more than ten years, or both; but if the value of such property does not exceed the sum of \$100, he shall be fined under this title or imprisoned not more than one year, or both.

The word "value" means face, par, or market value, or cost price, either wholesale or retail, whichever is greater.

SOURCE

(June 25, 1948, ch. 645, 62 Stat. 725; Sept. 13, 1994, Pub. L. 103-322, title XXXIII, Sec. 330016 (1)(H), (L), 108 Stat. 2147.)

MISC1 HISTORICAL AND REVISION NOTES

Based on title 18, U.S.C., 1940 ed., Sec. 82, 87, 100, 101 (Mar. 4, 1909, ch. 321, Sec. 35, 36, 47, 48, 35 Stat. 1095, 1096-1098; Oct. 23, 1918, ch. 194, 40 Stat. 1015; June 18, 1934, ch. 587, 48 Stat. 996; Apr. 4, 1938, ch. 69, 52 Stat. 197; Nov. 22, 1943, ch. 302, 57 Stat. 591.)

Section consolidates sections 82, 87, 100, and 101 of title 18, U.S.C., 1940 ed. Changes necessary to effect the consolidation were made. Words "or shall willfully injure or commit any depredation against" were taken from said section 82 so as to confine it to embezzlement or theft.

The quoted language, rephrased in the present tense, appears in section 1361 of this title.

Words "in a jail" which followed "imprisonment" and preceded "for not more than one year" in said section 82, were omitted. (See reviser's note under section 1 of this title.)

Language relating to receiving stolen property is from said section 101.

Words "or aid in concealing" were omitted as unnecessary in view of definitive section 2 of this

title. Procedural language at end of said section 101 "and such person may be tried either before or after the conviction of the principal offender" was transferred to and rephrased in section 3435 of this title.

Words "or any corporation in which the United States of America is a stockholder" in said section 82 were omitted as unnecessary in view of definition of "agency" in section 6 of this title.

The provisions for fine of not more than \$1,000 or imprisonment of not more than 1 year for an offense involving \$100 or less and for fine of not more than \$10,000 or imprisonment of not more than 10 years, or both, for an offense involving a greater amount were written into this section as more in conformity with the later congressional policy expressed in sections 82 and 87 of title 18, U.S.C., 1940 ed., than the nongraduated penalties of sections 100 and 101 of said title 18.

Since the purchasing power of the dollar is less than it was when \$50 was the figure which determined whether larceny was petit larceny or grand larceny, the sum \$100 was substituted as more consistent with modern values.

The meaning of "value" in the last paragraph of the revised section is written to conform with that provided in section 2311 of this title by inserting the words "face, par, or".

This section incorporates the recommendation of Paul W. Hyatt, president, board of commissioners of the Idaho State Bar Association, that sections 82 and 100 of title 18, U.S.C., 1940 ed., be combined and simplified.

Also, with respect to section 101 of title 18, U.S.C., 1940 ed., this section meets the suggestion of P. F. Herrick, United States attorney for Puerto Rico, that the punishment provision of said section be amended to make the offense a misdemeanor where the amount involved is \$50 or less.

Changes were made in phraseology.

AMENDMENTS

1994 - Pub. L. 103-322, in third par., substituted "fined under this title" for "fined not more than \$10,000" after "Shall be" and for "fined not more than \$1,000" after "he shall be".

SHORT TITLE OF 1984 AMENDMENT

Pub. L. 98-473, title II, chapter XI, part I (Sec. 1110-1115), Sec. 1110, Oct. 12, 1984, 98 Stat. 2148, provided that: "This Part (enacting section 667 of this title and amending sections 2316 and 2317 of this title) may be cited as the 'Livestock Fraud Protection Act'."

CROSS CROSS REFERENCES

Concealment, removal or destruction of records, see section 2071 of this title.

Court records or process, theft of, see section 1506 of this title.

Mail matter or postal service equipment, embezzlement or theft, see section 1702 et seq. of this title.

Misappropriation of postal funds, see section 1711 of this title.

Receiver triable before or after principal, see section 3435 of this title.

SECRET SECTION REFERRED TO IN OTHER SECTIONS

This section is referred to in section 1956 of this title; title 22 section 3622; title 40 section 491.

5

CODE OF FEDERAL REGULATIONS
TITLE 41--PUBLIC CONTRACTS AND PROPERTY MANAGEMENT
SUBTITLE C--FEDERAL PROPERTY MANAGEMENT REGULATIONS SYSTEM
CHAPTER 101--FEDERAL PROPERTY MANAGEMENT REGULATIONS
SUBCHAPTER H--UTILIZATION AND DISPOSAL
PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]

s 101-47.000 Scope of part.

This part prescribes the policies and methods governing the utilization and disposal of excess and surplus real property and related personal property within the States of the Union, the District of Columbia, the Commonwealth of Puerto Rico, American Samoa, Guam, the Trust Territory of the Pacific Islands, and the Virgin Islands.

[47 FR 4521, Feb. 1, 1982]

PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]

1 For a temporary regulation affecting Part 101-47, see Temp. Reg. H-27 in the appendix to this subchapter.

Authority: 40 U.S.C. 486(c). Subpart 101-47.9 also issued under 42 U.S.C. 11411.

Source: 29 FR 16126, Dec. 3, 1964; 56 FR 23794, May 24, 1991, unless otherwise noted.

41 C. F. R. s 101-47.000

41 CFR s 101-47.000

END OF DOCUMENT

CODE OF FEDERAL REGULATIONS
TITLE 41--PUBLIC CONTRACTS AND PROPERTY MANAGEMENT
SUBTITLE C--FEDERAL PROPERTY MANAGEMENT REGULATIONS SYSTEM
CHAPTER 101--FEDERAL PROPERTY MANAGEMENT REGULATIONS
SUBCHAPTER H--UTILIZATION AND DISPOSAL
PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]
SUBPART 101-47.1--GENERAL PROVISIONS

s 101-47.100 Scope of subpart.

This subpart sets forth the applicability of this Part 101-47, and other introductory information.

PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]

1 For a temporary regulation affecting Part 101-47, see Temp. Reg. H-27 in the appendix to this subchapter.

Authority: 40 U.S.C. 486(c). Subpart 101-47.9 also issued under 42 U.S.C. 11411.

Source: 29 FR 16126, Dec. 3, 1964; 56 FR 23794, May 24, 1991, unless otherwise noted.

41 C. F. R. s 101-47.100

41 CFR s 101-47.100

END OF DOCUMENT

CODE OF FEDERAL REGULATIONS
TITLE 41--PUBLIC CONTRACTS AND PROPERTY MANAGEMENT
SUBTITLE C--FEDERAL PROPERTY MANAGEMENT REGULATIONS SYSTEM
CHAPTER 101--FEDERAL PROPERTY MANAGEMENT REGULATIONS
SUBCHAPTER H--UTILIZATION AND DISPOSAL
PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]
SUBPART 101-47.1--GENERAL PROVISIONS

s 101-47.101 Applicability.

The provisions of this Part 101-47 apply to all Federal agencies, except as may otherwise be specifically provided under each section or subpart.

PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]

1 For a temporary regulation affecting Part 101-47, see Temp. Reg. H-27 in the appendix to this subchapter.

Authority: 40 U.S.C. 486(c). Subpart 101-47.9 also issued under 42 U.S.C. 11411.

Source: 29 FR 16126, Dec. 3, 1964; 56 FR 23794, May 24, 1991, unless otherwise noted.

41 C. F. R. s 101-47.101

41 CFR s 101-47.101

END OF DOCUMENT

CODE OF FEDERAL REGULATIONS
TITLE 41--PUBLIC CONTRACTS AND PROPERTY MANAGEMENT
SUBTITLE C--FEDERAL PROPERTY MANAGEMENT REGULATIONS SYSTEM
CHAPTER 101--FEDERAL PROPERTY MANAGEMENT REGULATIONS
SUBCHAPTER H--UTILIZATION AND DISPOSAL
PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]
SUBPART 101-47.1--GENERAL PROVISIONS

s 101-47.102 [Reserved]

PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]

1 For a temporary regulation affecting Part 101-47, see Temp. Reg. H-27 in the appendix to this subchapter.

Authority: 40 U.S.C. 486(c). Subpart 101-47.9 also issued under 42 U.S.C. 11411.

Source: 29 FR 16126, Dec. 3, 1964; 56 FR 23794, May 24, 1991, unless otherwise noted.

41 C. F. R. s 101-47.102

41 CFR s 101-47.102

END OF DOCUMENT

CODE OF FEDERAL REGULATIONS
TITLE 41--PUBLIC CONTRACTS AND PROPERTY MANAGEMENT
SUBTITLE C--FEDERAL PROPERTY MANAGEMENT REGULATIONS SYSTEM
CHAPTER 101--FEDERAL PROPERTY MANAGEMENT REGULATIONS
SUBCHAPTER H--UTILIZATION AND DISPOSAL
PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]
SUBPART 101-47.1--GENERAL PROVISIONS

s 101-47.103 Definitions.

As used throughout this Part 101-47, the following terms shall have the meanings as set forth in this Subpart 101-47.1.

PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]

I For a temporary regulation affecting Part 101-47, see Temp. Reg. H-27 in the appendix to this subchapter.

Authority: 40 U.S.C. 486(c). Subpart 101-47.9 also issued under 42 U.S.C. 11411.

Source: 29 FR 16126, Dec. 3, 1964; 56 FR 23794, May 24, 1991, unless otherwise noted.

41 C. F. R. s 101-47.103

41 CFR s 101-47.103

END OF DOCUMENT

CODE OF FEDERAL REGULATIONS
TITLE 41--PUBLIC CONTRACTS AND PROPERTY MANAGEMENT
SUBTITLE C--FEDERAL PROPERTY MANAGEMENT REGULATIONS SYSTEM
CHAPTER 101--FEDERAL PROPERTY MANAGEMENT REGULATIONS
SUBCHAPTER H--UTILIZATION AND DISPOSAL
PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]
SUBPART 101-47.1--GENERAL PROVISIONS

s 101-47.103-1 Act.

The Federal Property and Administrative Services Act of 1949, 63 Stat. 377, as amended.

PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]

1 For a temporary regulation affecting Part 101-47, see Temp. Reg. H-27 in the appendix to this subchapter.

Authority: 40 U.S.C. 486(c). Subpart 101-47.9 also issued under 42 U.S.C. 11411.

Source: 29 FR 16126, Dec. 3, 1964; 56 FR 23794, May 24, 1991, unless otherwise noted.

41 C. F. R. s 101-47.103-1

41 CFR s 101-47.103-1

END OF DOCUMENT

CODE OF FEDERAL REGULATIONS
TITLE 41--PUBLIC CONTRACTS AND PROPERTY MANAGEMENT
SUBTITLE C--FEDERAL PROPERTY MANAGEMENT REGULATIONS SYSTEM
CHAPTER 101--FEDERAL PROPERTY MANAGEMENT REGULATIONS
SUBCHAPTER H--UTILIZATION AND DISPOSAL
PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]
SUBPART 101-47.1--GENERAL PROVISIONS

s 101-47.103-2 GSA.

The General Services Administration, acting by or through the Administrator of General Services, or a designated official to whom functions under this Part 101-47 have been delegated by the Administrator of General Services.

PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]

1 For a temporary regulation affecting Part 101-47, see Temp. Reg. H-27 in the appendix to this subchapter.

Authority: 40 U.S.C. 486(c). Subpart 101-47.9 also issued under 42 U.S.C. 11411.

Source: 29 FR 16126, Dec. 3, 1964; 56 FR 23794, May 24, 1991, unless otherwise noted.

41 C. F. R. s 101-47.103-2

41 CFR s 101-47.103-2

END OF DOCUMENT

CODE OF FEDERAL REGULATIONS
TITLE 41--PUBLIC CONTRACTS AND PROPERTY MANAGEMENT
SUBTITLE C--FEDERAL PROPERTY MANAGEMENT REGULATIONS SYSTEM
CHAPTER 101--FEDERAL PROPERTY MANAGEMENT REGULATIONS
SUBCHAPTER H--UTILIZATION AND DISPOSAL
PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]
SUBPART 101-47.1--GENERAL PROVISIONS

s 101-47.103-3 Airport.

Any area of land or water which is used, or intended for use, for the landing and takeoff of aircraft, and any appurtenant areas which are used, or intended for use, for airport buildings or other airport facilities or rights-of-way, together with all airport buildings and facilities located thereon.

PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]

1 For a temporary regulation affecting Part 101-47, see Temp. Reg. H-27 in the appendix to this subchapter.

Authority: 40 U.S.C. 486(c). Subpart 101-47.9 also issued under 42 U.S.C. 11411.

Source: 29 FR 16126, Dec. 3, 1964; 56 FR 23794, May 24, 1991, unless otherwise noted.

41 C. F. R. s 101-47.103-3

41 CFR s 101-47.103-3

END OF DOCUMENT

CODE OF FEDERAL REGULATIONS
TITLE 41--PUBLIC CONTRACTS AND PROPERTY MANAGEMENT
SUBTITLE C--FEDERAL PROPERTY MANAGEMENT REGULATIONS SYSTEM
CHAPTER 101--FEDERAL PROPERTY MANAGEMENT REGULATIONS
SUBCHAPTER H--UTILIZATION AND DISPOSAL
PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]
SUBPART 101-47.1--GENERAL PROVISIONS

s 101-47.103-4 Chapel.

Any Government-owned building and improvements, including surplus fixtures or furnishings therein, related or essential to the religious activities and services for which the building is to be used and maintained, was designed for and used, or was intended to be used.

PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]

1 For a temporary regulation affecting Part 101-47, see Temp. Reg. H-27 in the appendix to this subchapter.

Authority: 40 U.S.C. 486(c). Subpart 101-47.9 also issued under 42 U.S.C. 11411.

Source: 29 FR 16126, Dec. 3, 1964; 56 FR 23794, May 24, 1991, unless otherwise noted.

41 C. F. R. s 101-47.103-4

41 CFR s 101-47.103-4

END OF DOCUMENT

CODE OF FEDERAL REGULATIONS
TITLE 41--PUBLIC CONTRACTS AND PROPERTY MANAGEMENT
SUBTITLE C--FEDERAL PROPERTY MANAGEMENT REGULATIONS SYSTEM
CHAPTER 101--FEDERAL PROPERTY MANAGEMENT REGULATIONS
SUBCHAPTER H--UTILIZATION AND DISPOSAL
PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]
SUBPART 101-47.1--GENERAL PROVISIONS

s 101-47.103-5 Decontamination.

The complete removal or destruction by flashing of explosive powders; the neutralizing and cleaning-out of acid and corrosive materials; the removal, destruction, or neutralizing of toxic, hazardous or infectious substances; and the complete removal and destruction by burning or detonation of live ammunition from contaminated areas and buildings.

[53 FR 29893, Aug. 9, 1988]

PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]

1 For a temporary regulation affecting Part 101-47, see Temp. Reg. H-27 in the appendix to this subchapter.

Authority: 40 U.S.C. 486(c). Subpart 101-47.9 also issued under 42 U.S.C. 11411.

Source: 29 FR 16126, Dec. 3, 1964; 56 FR 23794, May 24, 1991, unless otherwise noted.

41 C. F. R. s 101-47.103-5

41 CFR s 101-47.103-5

END OF DOCUMENT

CODE OF FEDERAL REGULATIONS
TITLE 41--PUBLIC CONTRACTS AND PROPERTY MANAGEMENT
SUBTITLE C--FEDERAL PROPERTY MANAGEMENT REGULATIONS SYSTEM
CHAPTER 101--FEDERAL PROPERTY MANAGEMENT REGULATIONS
SUBCHAPTER H--UTILIZATION AND DISPOSAL
PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]
SUBPART 101-47.1--GENERAL PROVISIONS

s 101-47.103-6 Disposal agency.

The executive agency designated by the Administrator of General Services to dispose of surplus real property.

PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]

1 For a temporary regulation affecting Part 101-47, see Temp. Reg. H-27 in the appendix to this subchapter.

Authority: 40 U.S.C. 486(c). Subpart 101-47.9 also issued under 42 U.S.C. 11411.

Source: 29 FR 16126, Dec. 3, 1964; 56 FR 23794, May 24, 1991, unless otherwise noted.

41 C. F. R. s 101-47.103-6

41 CFR s 101-47.103-6

END OF DOCUMENT

CODE OF FEDERAL REGULATIONS
TITLE 41--PUBLIC CONTRACTS AND PROPERTY MANAGEMENT
SUBTITLE C--FEDERAL PROPERTY MANAGEMENT REGULATIONS SYSTEM
CHAPTER 101--FEDERAL PROPERTY MANAGEMENT REGULATIONS
SUBCHAPTER H--UTILIZATION AND DISPOSAL
PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]
SUBPART 101-47.1--GENERAL PROVISIONS

s 101-47.103-7 Holding agency.

The Federal agency which has accountability for the property involved.

PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]

1 For a temporary regulation affecting Part 101-47, see Temp. Reg. H-27 in the appendix to this subchapter.

Authority: 40 U.S.C. 486(c). Subpart 101-47.9 also issued under 42 U.S.C. 11411.

Source: 29 FR 16126, Dec. 3, 1964; 56 FR 23794, May 24, 1991, unless otherwise noted.

41 C. F. R. s 101-47.103-7

41 CFR s 101-47.103-7

END OF DOCUMENT

CODE OF FEDERAL REGULATIONS
TITLE 41--PUBLIC CONTRACTS AND PROPERTY MANAGEMENT
SUBTITLE C--FEDERAL PROPERTY MANAGEMENT REGULATIONS SYSTEM
CHAPTER 101--FEDERAL PROPERTY MANAGEMENT REGULATIONS
SUBCHAPTER H--UTILIZATION AND DISPOSAL
PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]
SUBPART 101-47.1--GENERAL PROVISIONS

s 101-47.103-8 Industrial property.

Any real property and related personal property which has been used or which is suitable to be used for manufacturing, fabricating, or processing of products; mining operations; construction or repair of ships and other waterborne carriers; power transmission facilities; railroad facilities; and pipeline facilities for transporting petroleum or gas.

PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]

1 For a temporary regulation affecting Part 101-47, see Temp. Reg. H-27 in the appendix to this subchapter.

Authority: 40 U.S.C. 486(c). Subpart 101-47.9 also issued under 42 U.S.C. 11411.

Source: 29 FR 16126, Dec. 3, 1964; 56 FR 23794, May 24, 1991, unless otherwise noted.

41 C. F. R. s 101-47.103-8

41 CFR s 101-47.103-8

END OF DOCUMENT

CODE OF FEDERAL REGULATIONS
TITLE 41--PUBLIC CONTRACTS AND PROPERTY MANAGEMENT
SUBTITLE C--FEDERAL PROPERTY MANAGEMENT REGULATIONS SYSTEM
CHAPTER 101--FEDERAL PROPERTY MANAGEMENT REGULATIONS
SUBCHAPTER H--UTILIZATION AND DISPOSAL
PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]
SUBPART 101-47.1--GENERAL PROVISIONS

s 101-47.103-9 Landing area.

Any land or combination of water and land, together with improvements thereon and necessary operational equipment used in connection therewith, which is used for landing, takeoff, and parking of aircraft. The term includes, but is not limited to, runways, strips, taxiways, and parking aprons.

PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]

1 For a temporary regulation affecting Part 101-47, see Temp. Reg. H-27 in the appendix to this subchapter.

Authority: 40 U.S.C. 486(c). Subpart 101-47.9 also issued under 42 U.S.C. 11411.

Source: 29 FR 16126, Dec. 3, 1964; 56 FR 23794, May 24, 1991, unless otherwise noted.

41 C. F. R. s 101-47.103-9

41 CFR s 101-47.103-9

END OF DOCUMENT

CODE OF FEDERAL REGULATIONS
TITLE 41--PUBLIC CONTRACTS AND PROPERTY MANAGEMENT
SUBTITLE C--FEDERAL PROPERTY MANAGEMENT REGULATIONS SYSTEM
CHAPTER 101--FEDERAL PROPERTY MANAGEMENT REGULATIONS
SUBCHAPTER H--UTILIZATION AND DISPOSAL
PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]
SUBPART 101-47.1--GENERAL PROVISIONS

s 101-47.103-10 Management.

The safeguarding of the Government's interest in property, in an efficient and economical manner consistent with the best business practices.

PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]

1 For a temporary regulation affecting Part 101-47, see Temp. Reg. H-27 in the appendix to this subchapter.

Authority: 40 U.S.C. 486(c). Subpart 101-47.9 also issued under 42 U.S.C. 11411.

Source: 29 FR 16126, Dec. 3, 1964; 56 FR 23794, May 24, 1991, unless otherwise noted.

41 C. F. R. s 101-47.103-10

41 CFR s 101-47.103-10

END OF DOCUMENT

CODE OF FEDERAL REGULATIONS
TITLE 41--PUBLIC CONTRACTS AND PROPERTY MANAGEMENT
SUBTITLE C--FEDERAL PROPERTY MANAGEMENT REGULATIONS SYSTEM
CHAPTER 101--FEDERAL PROPERTY MANAGEMENT REGULATIONS
SUBCHAPTER H--UTILIZATION AND DISPOSAL
PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]
SUBPART 101-47.1--GENERAL PROVISIONS

s 101-47.103-11 Protection.

The provisions of adequate measures for prevention and extinguishment of fires, special inspections to determine and eliminate fire and other hazards, and necessary guards to protect property against thievery, vandalism, and unauthorized entry.

PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]

1 For a temporary regulation affecting Part 101-47, see Temp. Reg. H-27 in the appendix to this subchapter.

Authority: 40 U.S.C. 486(c). Subpart 101-47.9 also issued under 42 U.S.C. 11411.

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41 C. F. R. s 101-47.103-11

41 CFR s 101-47.103-11

END OF DOCUMENT

CODE OF FEDERAL REGULATIONS
TITLE 41--PUBLIC CONTRACTS AND PROPERTY MANAGEMENT
SUBTITLE C--FEDERAL PROPERTY MANAGEMENT REGULATIONS SYSTEM
CHAPTER 101--FEDERAL PROPERTY MANAGEMENT REGULATIONS
SUBCHAPTER H--UTILIZATION AND DISPOSAL
PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]
SUBPART 101-47.1--GENERAL PROVISIONS

s 101-47.103-12 Real property.

(a) Any interest in land, together with the improvements, structures, and fixtures located thereon (including prefabricated movable structures, such as Butler-type storage warehouses and quonset huts, and housetrailer with or without undercarriages), and appurtenances thereto, under the control of any Federal agency, except:

- (1) The public domain;
- (2) Lands reserved or dedicated for national forest or national park purposes;
- (3) Minerals in lands or portions of lands withdrawn or reserved from the public domain which the Secretary of the Interior determines are suitable for disposition under the public land mining and mineral leasing laws;
- (4) Lands withdrawn or reserved from the public domain but not including lands or portions of lands so withdrawn or reserved which the Secretary of the Interior, with the concurrence of the Administrator of General Services, determines are not suitable for return to the public domain for disposition under the general public land laws because such lands are substantially changed in character by improvements or otherwise; and
- (5) Crops when designated by such agency for disposition by severance and removal from the land.

(b) Improvements of any kind, structures, and fixtures under the control of any Federal agency when designated by such agency for disposition without the underlying land (including such as may be located on the public domain, or lands withdrawn or reserved from the public domain, or lands reserved or dedicated for national forest or national park purposes, or on lands that are not owned by the United States) excluding, however, prefabricated movable structures, such as Butler-type storage warehouses and quonset huts, and housetrailer (with or without undercarriages).

(c) Standing timber and embedded gravel, sand, or stone under the control of any Federal agency whether designated by such agency for disposition with the land or by severance and removal from the land, excluding timber felled, and gravel, sand, or stone excavated by or for the Government prior to disposition.

[29 FR 16126, Dec. 3, 1964, as amended at 30 FR 11281, Aug. 2, 1965; 33 FR 8737, June 14, 1968]

PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]

¹ For a temporary regulation affecting Part 101-47, see Temp. Reg. H-27 in the appendix to this subchapter.

Authority: 40 U.S.C. 486(c). Subpart 101-47.9 also issued under 42 U.S.C. 11411.

Source: 29 FR 16126, Dec. 3, 1964; 56 FR 23794, May 24, 1991, unless otherwise noted.

41 C. F. R. s 101-47.103-12

41 CFR s 101-47.103-12

END OF DOCUMENT

CODE OF FEDERAL REGULATIONS
TITLE 41--PUBLIC CONTRACTS AND PROPERTY MANAGEMENT
SUBTITLE C--FEDERAL PROPERTY MANAGEMENT REGULATIONS SYSTEM
CHAPTER 101--FEDERAL PROPERTY MANAGEMENT REGULATIONS
SUBCHAPTER H--UTILIZATION AND DISPOSAL
PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]
SUBPART 101-47.1--GENERAL PROVISIONS

s 101-47.103-13 Related personal property.

"Related personal property" means any personal property:

(a) Which is an integral part of real property or is related to, designed for, or specially adapted to the functional or productive capacity of the real property and removal of this personal property would significantly diminish the economic value of the real property. Normally, common use items, including but not limited to general-purpose furniture, utensils, office machines, office supplies, or general-purpose vehicles, are not considered to be related personal property; or

(b) Which is determined by the Administrator of General Services to be related to the real property.

[46 FR 45951, Sept. 16, 1981]

PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]

1 For a temporary regulation affecting Part 101-47, see Temp. Reg. H-27 in the appendix to this subchapter.

Authority: 40 U.S.C. 486(c). Subpart 101-47.9 also issued under 42 U.S.C. 11411.

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41 C. F. R. s 101-47.103-13

41 CFR s 101-47.103-13

END OF DOCUMENT

CODE OF FEDERAL REGULATIONS
TITLE 41--PUBLIC CONTRACTS AND PROPERTY MANAGEMENT
SUBTITLE C--FEDERAL PROPERTY MANAGEMENT REGULATIONS SYSTEM
CHAPTER 101--FEDERAL PROPERTY MANAGEMENT REGULATIONS
SUBCHAPTER H--UTILIZATION AND DISPOSAL
PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]
SUBPART 101-47.1--GENERAL PROVISIONS

s 101-47.103-14 Other terms defined in the Act.

Other terms which are defined in the Act shall have the meanings given them by such Act.

PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]

1 For a temporary regulation affecting Part 101-47, see Temp. Reg. H-27 in the appendix to this subchapter.

Authority: 40 U.S.C. 486(c). Subpart 101-47.9 also issued under 42 U.S.C. 11411.

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41 C. F. R. s 101-47.103-14

41 CFR s 101-47.103-14

END OF DOCUMENT

CODE OF FEDERAL REGULATIONS
TITLE 41--PUBLIC CONTRACTS AND PROPERTY MANAGEMENT
SUBTITLE C--FEDERAL PROPERTY MANAGEMENT REGULATIONS SYSTEM
CHAPTER 101--FEDERAL PROPERTY MANAGEMENT REGULATIONS
SUBCHAPTER H--UTILIZATION AND DISPOSAL
PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]
SUBPART 101-47.1--GENERAL PROVISIONS

s 101-47.103-15 Other terms.

Other terms not applicable throughout this part are defined in the sections or subparts to which they apply.

PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]

1 For a temporary regulation affecting Part 101-47, see Temp. Reg. H-27 in the appendix to this subchapter.

Authority: 40 U.S.C. 486(c). Subpart 101-47.9 also issued under 42 U.S.C. 11411.

Source: 29 FR 16126, Dec. 3, 1964; 56 FR 23794, May 24, 1991, unless otherwise noted.

41 C. F. R. s 101-47.103-15

41 CFR s 101-47.103-15

END OF DOCUMENT

CODE OF FEDERAL REGULATIONS
TITLE 41--PUBLIC CONTRACTS AND PROPERTY MANAGEMENT
SUBTITLE C--FEDERAL PROPERTY MANAGEMENT REGULATIONS SYSTEM
CHAPTER 101--FEDERAL PROPERTY MANAGEMENT REGULATIONS
SUBCHAPTER H--UTILIZATION AND DISPOSAL
PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]

s 101-47.000 Scope of part.

This part prescribes the policies and methods governing the utilization and disposal of excess and surplus real property and related personal property within the States of the Union, the District of Columbia, the Commonwealth of Puerto Rico, American Samoa, Guam, the Trust Territory of the Pacific Islands, and the Virgin Islands.

[47 FR 4521, Feb. 1, 1982]

PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]

1 For a temporary regulation affecting Part 101-47, see Temp. Reg. H-27 in the appendix to this subchapter.

Authority: 40 U.S.C. 486(c). Subpart 101-47.9 also issued under 42 U.S.C. 11411.

Source: 29 FR 16126, Dec. 3, 1964; 56 FR 23794, May 24, 1991, unless otherwise noted.

41 C. F. R. s 101-47.000

41 CFR s 101-47.000

END OF DOCUMENT

CODE OF FEDERAL REGULATIONS
TITLE 41--PUBLIC CONTRACTS AND PROPERTY MANAGEMENT
SUBTITLE C--FEDERAL PROPERTY MANAGEMENT REGULATIONS SYSTEM
CHAPTER 101--FEDERAL PROPERTY MANAGEMENT REGULATIONS
SUBCHAPTER H--UTILIZATION AND DISPOSAL
PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]
SUBPART 101-47.1--GENERAL PROVISIONS

s 101-47.100 Scope of subpart.

This subpart sets forth the applicability of this Part 101-47, and other introductory information.

PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]

1 For a temporary regulation affecting Part 101-47, see Temp. Reg. H-27 in the appendix to this subchapter.

Authority: 40 U.S.C. 486(c). Subpart 101-47.9 also issued under 42 U.S.C. 11411.

Source: 29 FR 16126, Dec. 3, 1964; 56 FR 23794, May 24, 1991, unless otherwise noted.

41 C. F. R. s 101-47.100

41 CFR s 101-47.100

END OF DOCUMENT

CODE OF FEDERAL REGULATIONS
TITLE 41--PUBLIC CONTRACTS AND PROPERTY MANAGEMENT
SUBTITLE C--FEDERAL PROPERTY MANAGEMENT REGULATIONS SYSTEM
CHAPTER 101--FEDERAL PROPERTY MANAGEMENT REGULATIONS
SUBCHAPTER H--UTILIZATION AND DISPOSAL
PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]
SUBPART 101-47.1--GENERAL PROVISIONS

s 101-47.101 Applicability.

The provisions of this Part 101-47 apply to all Federal agencies, except as may otherwise be specifically provided under each section or subpart.

PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]

1 For a temporary regulation affecting Part 101-47, see Temp. Reg. H-27 in the appendix to this subchapter.

Authority: 40 U.S.C. 486(c). Subpart 101-47.9 also issued under 42 U.S.C. 11411.

Source: 29 FR 16126, Dec. 3, 1964; 56 FR 23794, May 24, 1991, unless otherwise noted.

41 C. F. R. s 101-47.101

41 CFR s 101-47.101

END OF DOCUMENT

CODE OF FEDERAL REGULATIONS
TITLE 41--PUBLIC CONTRACTS AND PROPERTY MANAGEMENT
SUBTITLE C--FEDERAL PROPERTY MANAGEMENT REGULATIONS SYSTEM
CHAPTER 101--FEDERAL PROPERTY MANAGEMENT REGULATIONS
SUBCHAPTER H--UTILIZATION AND DISPOSAL
PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]
SUBPART 101-47.1--GENERAL PROVISIONS

s 101-47.102 [Reserved]

PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]

1 For a temporary regulation affecting Part 101-47, see Temp. Reg. H-27 in the appendix to this subchapter.

Authority: 40 U.S.C. 486(c). Subpart 101-47.9 also issued under 42 U.S.C. 11411.

Source: 29 FR 16126, Dec. 3, 1964; 56 FR 23794, May 24, 1991, unless otherwise noted.

41 C. F. R. s 101-47.102

41 CFR s 101-47.102

END OF DOCUMENT

**CODE OF FEDERAL REGULATIONS
TITLE 41--PUBLIC CONTRACTS AND PROPERTY MANAGEMENT
SUBTITLE C--FEDERAL PROPERTY MANAGEMENT REGULATIONS SYSTEM
CHAPTER 101--FEDERAL PROPERTY MANAGEMENT REGULATIONS
SUBCHAPTER H--UTILIZATION AND DISPOSAL
PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]
SUBPART 101-47.1--GENERAL PROVISIONS**

s 101-47.103 Definitions.

As used throughout this Part 101-47, the following terms shall have the meanings as set forth in this Subpart 101-47.1.

PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]

1 For a temporary regulation affecting Part 101-47, see Temp. Reg. H-27 in the appendix to this subchapter.

Authority: 40 U.S.C. 486(c). Subpart 101-47.9 also issued under 42 U.S.C. 11411.

Source: 29 FR 16126, Dec. 3, 1964; 56 FR 23794, May 24, 1991, unless otherwise noted.

41 C. F. R. s 101-47.103

41 CFR s 101-47.103

END OF DOCUMENT

CODE OF FEDERAL REGULATIONS
TITLE 41--PUBLIC CONTRACTS AND PROPERTY MANAGEMENT
SUBTITLE C--FEDERAL PROPERTY MANAGEMENT REGULATIONS SYSTEM
CHAPTER 101--FEDERAL PROPERTY MANAGEMENT REGULATIONS
SUBCHAPTER H--UTILIZATION AND DISPOSAL
PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]
SUBPART 101-47.1--GENERAL PROVISIONS

s 101-47.103-1 Act.

The Federal Property and Administrative Services Act of 1949, 63 Stat. 377, as amended.

PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]

1 For a temporary regulation affecting Part 101-47, see Temp. Reg. H-27 in the appendix to this subchapter.

Authority: 40 U.S.C. 486(c). Subpart 101-47.9 also issued under 42 U.S.C. 11411.

Source: 29 FR 16126, Dec. 3, 1964; 56 FR 23794, May 24, 1991, unless otherwise noted.

41 C. F. R. s 101-47.103-1

41 CFR s 101-47.103-1

END OF DOCUMENT

CODE OF FEDERAL REGULATIONS
TITLE 41--PUBLIC CONTRACTS AND PROPERTY MANAGEMENT
SUBTITLE C--FEDERAL PROPERTY MANAGEMENT REGULATIONS SYSTEM
CHAPTER 101--FEDERAL PROPERTY MANAGEMENT REGULATIONS
SUBCHAPTER H--UTILIZATION AND DISPOSAL
PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]
SUBPART 101-47.1--GENERAL PROVISIONS

s 101-47.103-2 GSA.

The General Services Administration, acting by or through the Administrator of General Services, or a designated official to whom functions under this Part 101-47 have been delegated by the Administrator of General Services.

PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]

1 For a temporary regulation affecting Part 101-47, see Temp. Reg. H-27 in the appendix to this subchapter.

Authority: 40 U.S.C. 486(c). Subpart 101-47.9 also issued under 42 U.S.C. 11411.

Source: 29 FR 16126, Dec. 3, 1964; 56 FR 23794, May 24, 1991, unless otherwise noted.

41 C. F. R. s 101-47.103-2

41 CFR s 101-47.103-2

END OF DOCUMENT

CODE OF FEDERAL REGULATIONS
TITLE 41--PUBLIC CONTRACTS AND PROPERTY MANAGEMENT
SUBTITLE C--FEDERAL PROPERTY MANAGEMENT REGULATIONS SYSTEM
CHAPTER 101--FEDERAL PROPERTY MANAGEMENT REGULATIONS
SUBCHAPTER H--UTILIZATION AND DISPOSAL
PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]
SUBPART 101-47.1--GENERAL PROVISIONS

s 101-47.103-3 Airport.

Any area of land or water which is used, or intended for use, for the landing and takeoff of aircraft, and any appurtenant areas which are used, or intended for use, for airport buildings or other airport facilities or rights-of-way, together with all airport buildings and facilities located thereon.

PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]

1 For a temporary regulation affecting Part 101-47, see Temp. Reg. H-27 in the appendix to this subchapter.

Authority: 40 U.S.C. 486(c). Subpart 101-47.9 also issued under 42 U.S.C. 11411.

Source: 29 FR 16126, Dec. 3, 1964; 56 FR 23794, May 24, 1991, unless otherwise noted.

41 C. F. R. s 101-47.103-3

41 CFR s 101-47.103-3

END OF DOCUMENT

CODE OF FEDERAL REGULATIONS
TITLE 41--PUBLIC CONTRACTS AND PROPERTY MANAGEMENT
SUBTITLE C--FEDERAL PROPERTY MANAGEMENT REGULATIONS SYSTEM
CHAPTER 101--FEDERAL PROPERTY MANAGEMENT REGULATIONS
SUBCHAPTER H--UTILIZATION AND DISPOSAL
PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]
SUBPART 101-47.1--GENERAL PROVISIONS

s 101-47.103-4 Chapel.

Any Government-owned building and improvements, including surplus fixtures or furnishings therein, related or essential to the religious activities and services for which the building is to be used and maintained, was designed for and used, or was intended to be used.

PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]

1 For a temporary regulation affecting Part 101-47, see Temp. Reg. H-27 in the appendix to this subchapter.

Authority: 40 U.S.C. 486(c). Subpart 101-47.9 also issued under 42 U.S.C. 11411.

Source: 29 FR 16126, Dec. 3, 1964; 56 FR 23794, May 24, 1991, unless otherwise noted.

41 C. F. R. s 101-47.103-4

41 CFR s 101-47.103-4

END OF DOCUMENT

CODE OF FEDERAL REGULATIONS
TITLE 41--PUBLIC CONTRACTS AND PROPERTY MANAGEMENT
SUBTITLE C--FEDERAL PROPERTY MANAGEMENT REGULATIONS SYSTEM
CHAPTER 101--FEDERAL PROPERTY MANAGEMENT REGULATIONS
SUBCHAPTER H--UTILIZATION AND DISPOSAL
PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]
SUBPART 101-47.1--GENERAL PROVISIONS

s 101-47.103-5 Decontamination.

The complete removal or destruction by flashing of explosive powders; the neutralizing and cleaning-out of acid and corrosive materials; the removal, destruction, or neutralizing of toxic, hazardous or infectious substances; and the complete removal and destruction by burning or detonation of live ammunition from contaminated areas and buildings.

[53 FR 29893, Aug. 9, 1988]

PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]

1 For a temporary regulation affecting Part 101-47, see Temp. Reg. H-27 in the appendix to this subchapter.

Authority: 40 U.S.C. 486(c). Subpart 101-47.9 also issued under 42 U.S.C. 11411.

Source: 29 FR 16126, Dec. 3, 1964; 56 FR 23794, May 24, 1991, unless otherwise noted.

41 C. F. R. s 101-47.103-5

41 CFR s 101-47.103-5

END OF DOCUMENT

CODE OF FEDERAL REGULATIONS
TITLE 41--PUBLIC CONTRACTS AND PROPERTY MANAGEMENT
SUBTITLE C--FEDERAL PROPERTY MANAGEMENT REGULATIONS SYSTEM
CHAPTER 101--FEDERAL PROPERTY MANAGEMENT REGULATIONS
SUBCHAPTER H--UTILIZATION AND DISPOSAL
PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]
SUBPART 101-47.1--GENERAL PROVISIONS

s 101-47.103-6 Disposal agency.

The executive agency designated by the Administrator of General Services to dispose of surplus real property.

PART 101-47--UTILIZATION AND DISPOSAL OF REAL PROPERTY [FN1]

1 For a temporary regulation affecting Part 101-47, see Temp. Reg. H-27 in the appendix to this subchapter.

Authority: 40 U.S.C. 486(c). Subpart 101-47.9 also issued under 42 U.S.C. 11411.

Source: 29 FR 16126, Dec. 3, 1964; 56 FR 23794, May 24, 1991, unless otherwise noted.

41 C. F. R. s 101-47.103-6

41 CFR s 101-47.103-6

END OF DOCUMENT

6

L. A. Draft 8/7/47
Revised 9/3/47

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Symbol Ilr-781 Supplemental

BOULDER CANYON PROJECT
ALL-AMERICAN CANAL
COACHELLA VALLEY COUNTY WATER DISTRICT

Contract for Construction of Distribution System,
Protective Works, and Drainage Works

<u>Article</u>	<u>Title</u>	<u>Page</u>
1	Preamble	1
2-7	Explanatory Recitals	2
8	Modification of Contract Dated October 15, 1934.	3
9	Construction by the United States and the District	5
10	Operation and Maintenance of Constructed Works	9
11	Keeping Works and Appurtenant Structures in Repair	11
12	Agreement by District to Pay for Work Performed by the United States.	12
13	Establishment of Irrigation Blocks; Allocation of Construction Costs Obligations Thereto.	13
14	Development Periods and Furnishing of Water During Such Periods	15
15	Terms of Payment	16
16	Accumulation and Use of Reserve Fund	16
17	Refusal of Water in Case of Default.	18
18	Title to Remain in the United States	18
19	Rules and Regulations.	19
20	Inspection by the United States.	19
21	Access to Books and Records.	19
22	Development and Compilation of Data and Keeping of Books, Records and Reports	20
23	Disputes or Disagreements.	21
24	Interest on Charges Due from District.	21
25	Contract Subject to Colorado River Compact	22
26	Application of Reclamation Law	22
27	Lands Not to Receive Water Until Owners Thereof Execute Certain Contracts	22
28	Valuation and Sale of Excess Lands	23
29	Excess Lands	25
30	Public Lands Subject to the Act of August 11, 1916, as Amended	28

<u>Article</u>	<u>Title</u>	<u>Page</u>
31	Contract to be Authorized by Election and Confirmed by Court	28
32	Contract Contingent Upon Appropriations.	28
33	Notices.	29
34	Rights Reserved under Section 3737, Revised Statutes . .	29
35	Remedies under Contract not Exclusive.	30
36	Interest in Contract not Transferable.	30
37	Contract of October 15, 1934, to Remain in Full Force and Effect, Except as Herein Modified	30
38	Priority of Claims of the United States.	30
39	Officials Not to Benefit	30
40	Discrimination Against Employees or Applicants for Employ- ment Prohibited	31
41	Representative of Secretary.	31

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

BOULDER CANYON PROJECT
ALL-AMERICAN CANAL
COACHELLA VALLEY COUNTY WATER DISTRICT

Contract for Construction of Distribution System,
Protective Works, and Drainage Works

1. THIS CONTRACT, made this 22nd day of December, 1947, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as the Reclamation Law, and particularly pursuant to the Act of Congress approved December 21, 1928 (45 Stat. 1057), designated the Boulder Canyon Project Act, the Act of Congress approved May 10, 1939 (53 Stat. 685, 718), designated the Interior Department Appropriation Act, 1940, the Act of Congress approved August 4, 1939 (53 Stat. 1187), designated the Reclamation Project Act of 1939, and the Act of Congress approved June 26, 1947 (Public Law 121, 80th Cong., 1st Session), between THE UNITED STATES OF AMERICA, hereinafter referred to as the "United States", acting for this purpose by William E. Warne, Assistant Secretary of the Interior, hereinafter referred to as the "Secretary", and COACHELLA VALLEY COUNTY WATER DISTRICT, a County Water District created, 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, with its principal place of business at Coachella, Riverside County, California, hereinafter referred to as the "District",

WITNESSETH THAT:

Explanatory Recitals

2. WHEREAS, pursuant to the provisions of the Reclamation Law and particularly pursuant to the provisions of the Boulder Canyon Project Act, the United States and the District have heretofore entered into a contract of date October 15, 1934 (Symbol and No. Ilr-781), entitled "Contract for Construction of Capacity in Diversion Dam, Main Canal and Appurtenant Structures and for Delivery of Water"; and

3. WHEREAS, in addition to the works which the United States agreed to construct for the use and benefit of the District, as provided by the afore-said contract of October 15, 1934, which said works, or portions thereof, are now completed or in course of construction, the District has requested that the United States also construct for use in connection therewith and in addition thereto (a) a distribution system for the benefit of the District and those lands that will be served with water from the All-American Canal in Coachella Valley, now or hereafter within the District and lying within the Coachella Service Area defined in Article 17 of said contract of October 15, 1934; (b) an appurtenant system of protective works for the protection of said distribution system, the Main (All-American) Canal to Coachella Valley, and lands and other properties below the Canal from overflow or other damage by storm waters or surface waters from above the Canal; and (c) has also requested the United States to participate in the conduct of field investigations and analyses of data incidental to the preparation by the District of designs for the construction by the District of such drainage works as may hereafter be required for lands now or hereafter within the District and the Coachella Service Area; and

4. WHEREAS, the United States is willing to undertake the construction of the aforementioned distribution system and the appurtenant system of protective works and is willing to participate in investigations and studies preliminary to the construction by the District of said drainage works, all under the conditions hereinafter set forth; and

5. WHEREAS, the estimated total cost of said distribution system, appurtenant system of protective works and drainage investigations and studies is Eighteen Million Dollars (\$18,000,000), of which cost the Secretary has heretofore allocated to the purposes of flood control the sum of Four Million Five Hundred Thousand Dollars (\$4,500,000), said last mentioned sum to be non-repayable and non-returnable to the United States; and

6. WHEREAS, the Secretary has determined, and does hereby determine, that the revenues provided for by this contract are adequate in his judgment to insure payment of all repayable and returnable expenses of construction, operation and maintenance of the works to be constructed by the United States under the terms hereof, as well as other work to be performed by the United States hereunder, in the manner provided in the Reclamation Law; and

7. WHEREAS, the District will, at its own expense, construct such drainage works as may hereafter be required for the lands now or hereafter within the District and lying within the said Coachella Service Area;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows, to wit:

Modification of Contract Dated October 15, 1934

8. (a) As one of the considerations for the execution of this contract by the United States it is agreed that the Main (All-American) Canal to Coachella

Valley (hereinafter styled "Coachella Main Canal"), shall terminate at Engineer Station 6517, a point near 57th Ave., as shown on Exhibit "A" attached hereto and by this reference made a part hereof, instead of at the boundary line common to Riverside and Imperial Counties, as shown on Exhibit "A" attached to the aforesaid contract dated October 15, 1934. As so shortened, said Coachella Main Canal shall be constructed in the approximate location shown on Exhibit "A", hereto attached, with such capacities as the Secretary may conclusively determine to be necessary or advisable upon engineering or economic considerations to accomplish the ends contemplated by the aforesaid contract of October 15, 1934, as amended by this contract; provided, however, that such changes in capacities, locations, lengths and alignments may be made during the progress of the work as may, in the opinion of the Secretary, whose opinion shall be final and binding upon the parties hereto, be expedient, economical, necessary or advisable.

(b) Notwithstanding any of the terms or provisions of the aforesaid contract dated October 15, 1934, all work agreed to be performed by the United States thereunder shall be deemed to be completed upon whichever of the following described dates shall first occur:

(1) The date of expiration of five years from and after the date of acceptance by the United States of the work called for by its contract with Otto B. Ashbach and Sons, dated January 10, 1947 (Symbol and Number I2r-17147), for construction of earthwork, concrete canal lining and structures between Engineer Stations 6106+06 and 6517+00 on the Coachella Main Canal, or

(2) The date of completion of the distribution system hereinafter described in Article 9 (a) (i) of this contract, as determined by the Secretary, whose determination thereof shall be final and binding upon the parties hereto.

(c) Following receipt by the District of notice of completion of all work provided for by the aforesaid contract dated October 15, 1934, as determined under the provisions of this contract, payment for such work shall be due and payable from the District to the United States in accordance with the terms of said contract dated October 15, 1934.

Construction by the United States and the District

9. (a) In addition to the construction of the works agreed to be constructed by the United States for the use and benefit of the District under the provisions of the aforesaid contract of date October 15, 1934, as amended by Article 8 of this contract, the United States will also, subject to the provisions of Articles 12 and 32 hereof, construct for use in connection therewith:

(i) A distribution system at the approximate locations indicated on the map marked Exhibit "A", attached hereto and by this reference made a part hereof. Said distribution system shall consist generally of open, concrete-lined or asphaltic-lined canals and concrete pipe laid underground, with capacities as indicated in said Exhibit "A", pumping plants as indicated in said Exhibit and such other appurtenant and auxiliary structures as the Secretary may conclusively determine to be necessary or advisable upon engineering or economic considerations to accomplish the ends contemplated by such distribution system; provided, however, that changes in capacities, locations, lengths and alignments of said distribution system works may be made during the progress of the work and after consultation with the District, as may in the opinion of the Secretary, whose opinion thereof shall be final and binding upon the parties hereto, be expedient, economical, necessary or advisable; and

(ii) A system of protective works designed to protect the Coachella Main Canal, the distribution system herein provided for and lands and other properties below the Canal from overflow or other damage by storm waters or surface waters. Said protective works shall consist of, but need not be limited to, such dams, dikes, levees, embankments, catchment basins, bridges, causeways, roads, culverts, flumes, syphons, waterways, evacuation and dispersion channels, and other works, as indicated in said Exhibit "A", as the Secretary may conclusively determine to be necessary or advisable upon engineering or economic considerations to accomplish the ends contemplated by such system of protective works; provided, that changes in capacities, locations, lengths and alignments of said protective works or structures may be made during the progress of the work and after consultation with the District, as may in the opinion of the Secretary, whose opinion thereof shall be final and binding upon the parties hereto, be expedient, economical, necessary or advisable.

(b) The District hereby agrees to construct such drainage works as may be necessary for the drainage of lands now or hereafter within the District and the Coachella Service Area. To the extent that the Secretary may conclusively determine to be necessary or advisable, the United States shall participate in the conduct of field investigations and analyses of data incidental to the preparation, by the District, of designs for the construction by the District of such drainage works. Construction plans and specifications prepared by the District for the construction from time to time of units of said drainage works shall be subject to the concurrence of the United States; provided, however, that the cost to the District of such participation by the United States shall in no event exceed the sum of One Hundred Fifty Thousand Dollars (\$150,000).

(c) The ultimate cost to the District of the work herein agreed to be performed by the United States shall in no event exceed the aggregate sum of Thirteen Million Five Hundred Thousand Dollars (\$13,500,000). Such cost

shall include all expenses of whatsoever kind or nature heretofore or hereafter incurred by the United States from the Reclamation Fund, the Colorado River Dam Fund, or otherwise, in connection with, growing out of or resulting from the work herein agreed to be performed by the United States, including, but not limited to, the cost of labor, materials, equipment, engineering, legal work, superintendence, administration, overhead, any and all costs arising from operation and maintenance of works to be constructed by the United States under the terms hereof prior to the time said operation and maintenance costs are assumed by the District, damage of all kinds and character, and the costs of rights-of-way and destroyed improvements, as hereinafter provided.

(d) The United States will invoke all legal and valid reservations of rights-of-way under Acts of Congress, or otherwise reserved or held by it, without cost to the District, except that the United States reserves the right, where rights-of-way are thus acquired, to reimburse the owners of the servient lands for the value of improvements which may be destroyed, and the District agrees that the United States may include such disbursements in the cost of work performed by the United States hereunder, as provided in subdivision (c) of this Article.

(e) The District shall convey to the United States, without cost, unencumbered fee simple title to any and all lands owned by it which, in the opinion of the Secretary, may be required for right-of-way purposes for the works constructed by the United States hereunder.

(f) Where rights-of-way are required for those works described in subdivision (a) (i) of this Article, and such rights-of-way are not reserved to the United States under Acts of Congress or otherwise, or the lands over

which such rights-of-way are required are not then owned by the District, the District shall, upon request of the Secretary, acquire title to such lands or perpetual easements therein, required for such purpose, and in turn convey unencumbered fee simple title thereto or perpetual easements therein to the United States, at the actual cost thereof to the District, including the actual cost of legal and title expenses incurred by the District, subject to the approval of such costs by the Secretary. In case of neglect or failure of the District, upon request of the Secretary, so to acquire and convey any lands or perpetual easements determined by him to be necessary for the construction of such works, the United States may acquire the same and charge the actual cost thereof, including the actual cost of legal and title expenses incurred by the United States, to the District. All sums reimbursed to the District by the United States under the provisions of this subdivision of this Article shall be included in the cost of work performed by the United States hereunder, as provided in subdivision (c) of this Article.

(g) Where rights-of-way are required for those works described in subdivision (a) (ii) of this Article, and the lands over which such rights-of-way are required are not then owned by the United States or by the District, the District shall, upon request of the Secretary, acquire title to such lands or perpetual easements therein, required for such purpose, and in turn convey unencumbered fee simple title thereto or perpetual easements therein, without cost, to the United States. In case of neglect or failure of the District, upon request of the Secretary, so to acquire and convey any lands or perpetual easements determined by him to be necessary for the construction of those works described in subdivision (a) (ii) of this Article, the United States

may acquire the same and charge the actual cost thereof, including the actual cost of legal and title expenses incurred by the United States, to the District. On or before October 1 of each calendar year, the United States will give written notice to the District of the amount expended by the United States under the provisions of this subdivision of this Article during the twelve-month period ending on September 1 next preceding, and such amount shall be repaid to the United States by the District on March 1 next following.

Operation and Maintenance of Constructed Works

10. (a) The District shall assume the care, operation and maintenance of the works herein agreed to be constructed by the United States, or any major part thereof completed and ready for use, as determined by the Secretary, whose determination thereof shall be final and binding upon the parties hereto, upon sixty (60) days' written request therefor made by the Secretary at any time subsequent to the completion of construction of said works or any such major part thereof. Thereafter, except as herein otherwise provided, the District shall, at its own cost and without expense to the United States, care for and operate and maintain the same in such manner that such works shall remain in as good and efficient condition and of equal capacity for the diversion, transportation and distribution of water, and for the protection of the Coachella Main Canal, the distribution system herein provided for and lands and other properties below the main canal from overflow or other damage by storm waters, or surface waters, as when received from the United States, reasonable wear and damage by the elements excepted, and shall use all practicable methods to insure the economical and beneficial use of water. After the care, operation and maintenance of any such works shall have been assumed by

the District, the District shall save the United States, its officers, agents, attorneys and employees, harmless as to any and all injury and damage to persons and property which may arise out of the care, operation and maintenance thereof.

(b) During the repayment period of this contract, if, in the opinion of the Secretary, whose opinion shall be final and binding upon the parties hereto, the District, at any time, shall have failed to perform substantially any provision of this contract, the United States may, on sixty (60) days' written notice to the District, resume the control of any such works and thereafter care for, operate and maintain the same. In such event the District shall advance to the United States within fifteen (15) days after written demand by the Secretary, the estimated cost of such care, operation and maintenance by the United States, plus fifteen per centum (15%) to cover overhead and general expense, during the period commencing with the date that the care, operation and maintenance of such works is assumed by the United States and terminating on the first day of March next succeeding. During such time thereafter as the United States shall retain the operation and maintenance of such works, the District shall advance to the United States on March first of each year, upon estimates therefor to be furnished by the United States on or before September first next preceding, the estimated cost of operation and maintenance, plus fifteen per centum (15%) to cover overhead and general expense, for the following twelve (12) months. If the amount advanced by the District for any period shall prove to be insufficient to pay the cost of operation and maintenance by the United States during such period, the amount of such deficiency shall be paid forthwith by the District to the United States

upon notice thereof and demand therefor by the Secretary. The surplus of any amount so advanced by the District for operation and maintenance by the United States during any period shall be credited on the estimated cost of operation and maintenance by the United States during the succeeding period. Any surplus of any advances made by the District for operation and maintenance which shall remain unexpended and unobligated for such purpose by the United States at such time as the care, operation and maintenance of the works are returned to the District shall be refunded to the District. Nothing herein contained shall relieve the District of the obligation to pay, in any event, all installments and interest provided in this contract.

(c) Whenever the United States shall have resumed the care, operation and maintenance of any such works pursuant to the provisions of subdivision (b) of this Article, the Secretary, upon written request by the District accompanied by assurances satisfactory to him, may, upon sixty (60) days' written notice to the District, return the care, operation and maintenance of any such works to the District.

(d) The right of the United States to control the care, operation and maintenance of any such works, pursuant to the provisions of this Article, shall continue during the repayment period of this contract.

Keeping Works and Appurtenant Structures in Repair

11. During the repayment period of this contract, except in case of emergency, no substantial change in any of the works to be constructed by the United States and transferred to the District under the provisions hereof shall be made by the District without first having had and obtained the written consent of the Secretary, and the Secretary's opinion as to whether any

change in any such works is or is not substantial shall be conclusive and binding upon the parties hereto. The District shall promptly make any and all repairs to, and replacements of, all works transferred to it under the terms and conditions hereof which, in the opinion of the Secretary, are deemed necessary for the proper operation and maintenance of such works. In case of neglect or failure of the District to make such repairs, the United States may, at the option of the Secretary, after reasonable notice to the District, cause such repairs to be made and charge the actual cost thereof, plus fifteen per centum (15%) to cover overhead and general expense, to the District. On or before October 1 of each calendar year the United States shall give written notice to the District of the amount expended by the United States for repairs under this Article during the twelve-month period ending on September 1 immediately preceding. Such cost, plus overhead and general expense as stated above, shall be repaid by the District on March 1 immediately succeeding.

Agreement by District to Pay for Work
Performed by the United States

12. (a) The District agrees to pay to the United States the actual cost, not exceeding Thirteen Million Five Hundred Thousand Dollars (\$13,500,000), incurred by the United States on account of work herein agreed to be performed by the United States. In addition, the District hereby agrees to repay to the United States all expenditures incurred on account of any and all damages due to the existence, operation and maintenance of the works herein agreed to be constructed by the United States, the incurrence of which increases expenditures by the United States beyond the sum of Thirteen Million Five Hundred Thousand Dollars (\$13,500,000). The total of all such costs and expenditures described in Article 9 and in this subdivision 12 (a) shall constitute, is

hereby designated and is hereinafter referred to as "the general repayment obligation of the District".

(b) Should Congress or other Governmental financing authorities fail to make necessary appropriations or allocations of money to complete the work herein provided for, then the Secretary may, at such reasonable time as he may consider advisable after Congress and such other Governmental financing authorities shall have failed for two (2) consecutive years to make the necessary appropriations or allocations which shall have been annually requested by the Secretary, give the District notice of the termination of work by the United States, and furnish the District with a statement of the amount actually expended by the United States thereon, exclusive of the amounts theretofore covered by notices given under Article 15 of this contract, and the amount set out in such statement shall be paid by the District in the manner set out in Article 15 of this contract.

Establishment of Irrigation Blocks; Allocation
of Construction Costs Obligations Thereto

13. (a) The Secretary shall, from time to time, during the construction of works hereunder, designate the areas of land within the District to which irrigation water will be available through the works described in Article 9 (a) (i) hereof at substantially the same time. Each such area shall be known as an irrigation block. No irrigation block so designated shall include land in more than one improvement district of the District. The designation of each irrigation block shall be made before water becomes available therefor through the works described in Article 9 (a) (i) hereof.

(b) The Secretary shall make an allocation of the District's general repayment obligation to the lands in the respective irrigation blocks. The

obligation of each irrigation block shall be that amount which bears the same ratio to the general repayment obligation of the District that the irrigable acreage in such irrigation block bears to the total irrigable acreage of the District, all as determined by the Secretary, whose determination thereof shall be conclusive and binding upon the parties hereto. If necessary, the obligation as to each block may be determined originally on the basis of estimates as to (i) the net irrigable acreage in the District as a whole, (ii) the net irrigable acreage in each block and (iii) the ultimate amount of the general repayment obligation of the District, and the obligation so determined shall be controlling until the obligation is finally determined on the basis of the actual net irrigable acreage in the District as a whole, the actual net irrigable acreage in each block and the actual amount of the general repayment obligation of the District. If the total obligation for any block, as finally determined, is different from the original allocation therefor, the remaining unaccrued balance of the original obligation shall be adjusted by the amount of the difference. The Secretary promptly shall notify the District in writing of the amounts when originally and when finally determined as the obligation as to each irrigation block.

(c) The general repayment obligation of the District as determined pursuant to Articles 9 and 12 (a) hereof shall remain a general obligation of the District as a whole notwithstanding the allocation thereof among two or more irrigation blocks in the District, and default of the lands in any block as to the obligation allocated to that block shall not relieve the District as a whole of liability as to that portion of its general repayment obligation. All lands now or hereafter in the District are, as a whole, obligated

to pay to the United States the full amounts herein agreed upon, regardless of the default or failure of any tract or of any landowner in the payment of the taxes levied by the District against such tract or landowner, and the District shall, when necessary, levy and collect appropriate taxes to make up for the default or delinquency of any such tract of land or of any such landowner in the payment of taxes, so that in any event and regardless of any defaults or delinquencies in the payment of any tax or taxes, the amounts becoming due the United States hereunder shall be paid to the United States by the District when due. Nothing in this subdivision of this Article, however, shall be construed as in any manner altering the time or rate of payment of the obligation allocated to each irrigation block.

Development Periods and Furnishing of
Water During Such Periods

14. For each irrigation block which shall be designated as provided in Article 13 hereof there is hereby fixed a development period of eight (8) years from and including the date on which water from the works described in Article 9 (a) (i) hereof is available for all irrigable lands in the block, as determined by the Secretary. During the development period for each irrigation block the District shall deliver water to the lands within such block on a water rental or toll-charge basis. The charge shall be on the basis of an amount per acre foot of water per annum. The charges for each irrigation block shall be fixed by the District with the object of collecting throughout the development period amounts at least sufficient (i) to defray the annual costs of operation and maintenance chargeable to that block, and (ii) to provide for repairs to and depreciation of works constructed by the United States and operated by the District hereunder, in accordance

with the provisions of Article 10. The amount of the charge and the terms and conditions with respect to it for each year during the development period shall be determined and announced by the District on or before January 1 of each year. The District shall collect the necessary tolls and charges from the water users within each irrigation block during a development period in advance of the delivery of water.

Terms of Payment

15. The amount herein agreed to be paid to the United States on account of each irrigation block shall be due and payable by the District in not more than forty (40) annual instalments commencing with the calendar year, next succeeding the year of termination of the development period for such irrigation block. The first five (5) of such annual instalments shall each be one per centum (1%) of the cost allocated to each irrigation block, all as conclusively determined by the Secretary; the next ten (10) of such instalments shall each be two per centum (2%) of said cost, and the remainder of such annual instalments shall each be three per centum (3%) of said cost. The sums payable annually as set forth above shall be divided into two (2) equal semiannual instalments payable on March 1st and September 1st of each year; provided, however, that if the development period with respect to any irrigation block shall terminate subsequent to August 1st of any year, the first semiannual instalment of charges hereunder shall be due and payable on March 1st of the second succeeding year following termination of the development period for such irrigation block.

Accumulation and Use of Reserve Fund

16. (a) Beginning in the calendar year in which the first instalment

of the general repayment obligation of the District shall have become due and payable under the provisions of Article 15 hereof and continuing thereafter until such time as all sums of money becoming due hereunder shall have been paid to the United States, the District shall accumulate and maintain, in the manner hereinafter provided, a reserve fund which shall be available for the purposes and in the circumstances hereinafter mentioned.

(b) Said reserve fund shall be accumulated by the District in yearly increments of Twenty Thousand Dollars (\$20,000) until the reserve fund thus accumulated shall total One Hundred Thousand Dollars (\$100,000), which total sum shall be maintained at all times, provided, however, that the District shall not be required to add to said reserve fund an amount in excess of Twenty Thousand Dollars (\$20,000) in any one year.

(c) Except in case of emergency expenditures shall be made from said reserve fund only with the advance approval of the Secretary and only for the purposes of meeting major, unforeseen costs of operation and maintenance, repair, betterment and replacement of works constructed hereunder by the United States or the District.

(d) Said reserve fund shall be deposited and maintained, apart from other District funds, in a depository meeting the requirements of the laws of California and upon conditions concerning its withdrawal which are satisfactory to the Secretary.

(e) During such time or times as the operation and maintenance of works constructed hereunder shall have been resumed by the United States in accordance with the provisions of Article 10 (b) hereof, said reserve fund shall be available for use by the United States for the same purposes as said

reserve fund was theretofore available for use by the District.

Refusal of Water in Case of Default

17. The United States reserves the right to refuse to deliver water to the District under the provisions of the aforesaid contract of October 15, 1934, in the event of default for a period of more than twelve (12) months in any payment due the United States under this contract, or, in the discretion of the Secretary, to reduce deliveries in such proportion as the amount in default by the District bears to the total amount due. No water shall be delivered to or for any tract of land in the District during any time that the owners or holders thereof are delinquent in the payment of any taxes heretofore or hereafter levied by the District or any toll or other charges which the District may be authorized to make. It is understood, however, that the provisions of this Article shall not relieve the District of its obligation under the aforesaid contract of October 15, 1934, to divert, transport and deliver water for the use and benefit of other agencies with which the United States may contract for the diversion, transportation and delivery of water through or by the works constructed or to be constructed under the terms of the said contract of October 15, 1934.

Title to Remain in the United States

18. Title to the works to be constructed by the United States under the terms hereof shall be and remain in the United States, notwithstanding transfer of the care, operation and maintenance thereof to the District; provided, however, that the Secretary may, in his discretion, when repayment to the United States of all moneys advanced shall have been made, transfer the title to said works to the District.

Rules and Regulations

19. There is reserved to the Secretary the right to prescribe and enforce rules and regulations not inconsistent with this contract governing the care, operation and maintenance of the works to be constructed hereunder. Such rules and regulations may be modified, revised and/or extended from time to time, after notice to the District and opportunity for it to present its views, as may be deemed proper, necessary, or desirable by the Secretary to carry out the true intent and meaning of the law and of this contract, or amendments thereof. The District hereby agrees that in the care, operation and maintenance of the works to be constructed hereunder, all such rules and regulations will be fully adhered to.

Inspection by the United States

20. The Secretary may cause to be made from time to time a reasonable inspection of the works constructed by the United States to the end that he may ascertain whether the terms of this contract are being satisfactorily executed by the District. The actual expense of such inspection in any calendar year shall be paid by the District to the United States on March 1st of each year immediately following the year in which such inspection is made, and upon statement to be furnished by the Secretary. The Secretary or his representative shall at all times have the right of ingress to and egress from all works of the District for the purpose of inspection, repairs and maintenance of works of the United States, and for all other purposes, within the terms of this contract.

Access to Books and Records

21. The officials or designated representatives of the District shall

have full and free access to the books and records of the United States, as far as they relate to the matters covered by this contract, with the right at any time during office hours to make copies of or from the same; and the Secretary shall have the same right in respect of the books and records of the District.

Development and Compilation of Data and
Keeping of Books, Records and Reports

22. (a) The District shall with reasonable accuracy maintain a modern set of books of account, in form acceptable to the Secretary, showing all the financial transactions of the District. On or before the first day of February of each year the District shall make full and complete written reports to the United States, on forms to be approved and furnished by the Secretary, covering all water delivered to the lands of the District through the works to be constructed hereunder, the disposition of such water, and the nature, extent and total estimated value of each kind of crop produced on the total acreage of the District during the twelve-month period ending December 31 next preceding. The District shall furnish such financial reports and statements of its operations and condition as may be required from time to time by the Secretary. The records and data from which any reports or statements are made shall be accessible to the United States on demand by the Secretary and the District shall cooperate to the fullest extent in facilitating any investigation by the United States of the facts shown in such records or data.

(b) The District hereby declares its intention to cooperate with the United States in the development, preparation and compilation of such data, reports and statements as in the judgment of the Secretary are necessary or

desirable, which operations may, at the request of the District, be performed by the United States at the expense of the District. The aggregate cost to the District during any calendar year of operations under this subdivision shall not exceed the sum of Fifteen Thousand Dollars (\$15,000), unless a greater sum is authorized by the District. The actual cost to the United States of such operations in any calendar year shall be paid by the District to the United States on March 1st of each year immediately following the year in which such operations are conducted, and upon statement to be furnished by the Secretary.

Disputes or Disagreements

23. Disputes or disagreements as to the interpretation or performance of the provisions of this contract shall be determined either by arbitration or court proceedings, the Secretary being authorized to act for the United States in such arbitration proceedings. Whenever a controversy arises out of this contract and the parties hereto agree to submit the matter to arbitration, the District shall name one arbitrator and the Secretary shall name one arbitrator, and the two arbitrators thus chosen shall elect three other arbitrators, but in the event of their failure to name all or any of the three arbitrators within thirty (30) days after their first meeting, such arbitrators not so elected, shall be named by the Senior Judge of the United States Circuit Court of Appeals for the Ninth Circuit. The decision of a majority, with all five (5) arbitrators participating, shall be a valid and binding award of the arbitrators.

Interest on Charges Due from District

24. No interest shall be charged on any charges due from the District

hereunder, except that on all such charges or any part thereof, which remain unpaid by the District to the United States after the same become due, an interest charge of one-half of one percentum ($\frac{1}{2}\%$) of the amount unpaid shall be added thereto, and thereafter an additional interest charge of one-half of one percentum ($\frac{1}{2}\%$) of the principal sum unpaid shall be added on the first day of each succeeding calendar month until the amount due, including such interest, is paid in full.

Contract Subject to Colorado River Compact

25. This contract is made upon the express condition and with the express covenant that all rights hereunder shall be subject to and controlled by the Colorado River Compact, approved by Section 13 (a) of the Boulder Canyon Project Act, and the parties hereto shall observe and be subject to and controlled by said Colorado River Compact in the construction, management and operation of all works provided for herein. It is understood and agreed by the parties hereto that this contract does not deal with the subject of availability of water.

Application of Reclamation Law

26. Except as provided in the Boulder Canyon Project Act, the Reclamation Law shall govern the construction, operation and maintenance of the works to be constructed hereunder.

Lands Not to Receive Water Until Owners Thereof Execute Certain Contracts

27. No water shall be delivered to any excess lands, as defined in Article 29 hereof, unless the owners thereof shall have executed valid recordable contracts in form satisfactory to the Secretary, agreeing to the provisions of

this contract between the United States and the District; agreeing to the appraisal provided for in Article 28 hereof and that such appraisal shall be made on the basis of the actual bona fide value of such lands at the date of the appraisal without reference to the construction of the Coachella Main Canal or the distribution system and system of protective works herein agreed to be constructed, all as hereinafter provided; and agreeing to the sale of such lands under terms and conditions satisfactory to the Secretary and at prices not to exceed those fixed by the Secretary, as hereinafter provided. No sale of any such lands shall carry the right to receive water delivered under said contract of October 15, 1934, unless and until the purchase price involved in such sale is approved by the Secretary and upon proof of fraudulent representation as to the true consideration involved in such sales the Secretary may instruct the District by written notice to refuse to deliver any water to the land involved in such fraudulent sales and the District thereafter shall not deliver said water to such lands.

Valuation and Sale of Excess Lands

28. (a) The value of the irrigable lands within the District as defined in Article 29, held in private ownership of large landowners as defined in said Article, for the purposes of this contract, shall be determined, subject to the approval thereof by the Secretary, by three appraisers. One of said appraisers shall be designated by the Secretary and one shall be designated by the District and the two appraisers so appointed shall name the third. If the appraisers so designated by the Secretary and the District are unable to agree upon the appointment of the third, they shall so advise the Secretary and the District and the designation of the third appraiser shall then be made

by the Secretary.

(b) The following principles shall govern the appraisal:

(i) No value shall be given such lands on account of the existing or prospective possibility of securing water from the Coachella Main Canal or the distribution system and system of protective works herein agreed to be constructed.

(ii) The value of improvements on the land at the time of said appraisal shall be included therein, but shall also be set forth separately in such appraisal.

(c) The cost of the appraisal shall be paid by the United States.

(d) Any improvements made or placed on the appraised land after the appraisal hereinabove provided for prior to sale of the land by a large landowner may be appraised in like manner, and the same shall be subject to approval by the Secretary or his authorized representative.

(e) Future sales of such irrigable lands of large landowners shall not carry the right to receive water delivered under said contract of October 15, 1934, for such land and the District agrees to refuse to deliver water to land so sold until, in addition to compliance with the other provisions hereof:

(i) A verified statement showing the sale price upon any such sale shall have been filed with the District; and

(ii) There shall have been complied with by the landowner such reasonable rules and regulations

as may now or hereafter be promulgated by the Secretary for the better administration and enforcement of the Reclamation Law and of the provisions hereof, which may include, among others, the requirement that prior to delivery of water to any District lands acquired from a large landowner, the owner thereof shall furnish the District with an affidavit describing in detail the affiant's purchase of such lands made prior thereto.

(f) The District agrees, by all reasonable means, including the quarterly examination of county records or procurement of necessary title abstract service and otherwise, to ascertain the occurrence and conditions of all sales of such irrigable lands of large landowners and to inform the United States concerning the same.

(g) A true copy of this contract and of each appraisal made pursuant thereto shall be maintained on file in the office of the District and like copies in the office of the Regional Director, United States Bureau of Reclamation, Boulder City, Nevada, and shall be made available for examination during the usual office hours by all persons who may be interested therein.

Excess Lands

29. (a) As used herein the term "excess land" means that part of the irrigable land within the District in excess of 160 acres held in the beneficial ownership of any single person; or in excess of 320 acres held in the beneficial ownership of husband and wife jointly, as tenants in common or by the entirety, or as community property; the term "large landowner" means an owner of excess

lands; the term "nonexcess land" means all irrigable land within the District which is not excess land as defined herein; and the term "irrigable lands within the District" means those lands now or hereafter within the District and lying within the Coachella Service Area, which, in the conclusive determination of the Secretary, are irrigable and susceptible of service from the distribution system herein agreed to be constructed.

(b) Each large landowner as a further condition precedent to the right to receive water delivered under said contract of October 15, 1934, for any of his excess lands shall:

(1) Before the initial delivery date or before the expiration of six months from the announcement thereof, whichever occurs first, execute a valid recordable contract in form satisfactory to the Secretary, agreeing to the provisions herein contained and agreeing to dispose of his excess lands in accordance therewith to persons who can take title thereto as nonexcess land as herein provided and at a price not to exceed the approved, appraised value of such excess land and within a period of ten years after the date of the execution of said recordable contract and agreeing further that if said land is not so disposed of within said period of ten years the Secretary shall have the power to dispose of said land subject to the same conditions on behalf of such large landowner subject to

Public Lands Subject to the Act of August 11, 1916, as Amended

30. Those public lands of the United States and entered lands for which no final certificates have been issued, located within the District, and described on the list which is hereto attached, marked Exhibit "B", and by this reference made a part hereof, are hereby designated as subject to all the provisions of the act entitled "An Act to promote the reclamation of arid lands", approved August 11, 1916 (39 Stat. 506), as amended by the Act of May 15, 1922 (42 Stat. 541); provided, that unentered public lands, while in that status, shall not be assessed by the District for any purpose.

Contract to be Authorized by Election and Confirmed by Court

31. The execution of this contract by the District shall be authorized by the qualified electors of the District at an election held for that purpose. Thereafter, without delay, the District shall prosecute to judgment proceedings in court for a judicial confirmation of the authorization and validity of this contract. The United States shall not be in any manner bound under the terms and conditions of this contract unless and until a confirmatory final judgment in such proceedings shall have been rendered, including final decision, or pending appellate action if ground for appeal be laid. The District shall, without delay and at its own cost and expense, furnish the United States for its files copies of all proceedings relating to the election upon this contract and the confirmation proceedings in connection therewith, which said copies shall be properly certified by the clerk of the court in which confirmatory judgment is obtained.

Contract Contingent Upon Appropriations

32. This contract is subject to appropriations or allocations being made

conditions all as herein provided; and the District agrees that it will refuse to deliver water to any large landowner other than for his nonexcess lands until such owner meets the conditions precedent herein stated.

(ii) Within thirty days after the date of notice from the United States requesting such large landowner to designate his irrigable lands within the District which he desires to designate as non-excess lands, file in the office of the District, in duplicate, one copy thereof to be furnished by the District to the United States, his written designation and description of lands so selected to be nonexcess lands and upon failure to do so the District shall make such designation and mail a notice thereof to such large landowner, and in the event the District fails to act within such period of time as the Secretary considers reasonable, such designation will be made by the Secretary who will mail a notice thereof to the District and the large landowner. The large landowner shall become bound by any such action on the part of the District or the Secretary and the District will deliver water only to the land so designated to be nonexcess land.

by Congress or other Governmental financing authorities from year to year of moneys sufficient to do the work provided for herein, and to there being sufficient moneys available in the Colorado River Dam Fund to permit allotments to be made for the performance of such work. No liability shall accrue against the United States, its officers, agents, attorneys, or employees, by reason of sufficient moneys not being so appropriated or on account of there not being sufficient moneys in the Colorado River Dam Fund to permit of said allotments.

Notices

33. (a) Any notice, demand or request required or authorized by this contract to be given or made to or upon the United States shall be delivered, or mailed postage prepaid, to the Regional Director, United States Bureau of Reclamation, Boulder City, Nevada, except where, by the terms hereof, the same is to be given or made to or upon the Secretary, in which event it shall be delivered, or mailed postage prepaid, to the Secretary of the Interior, at Washington, D. C.

(b) Any notice, demand or request required or authorized by this contract to be given or made to or upon the District shall be delivered, or mailed postage prepaid, to the Chief Engineer and General Manager of the Coachella Valley County Water District, Coachella, Riverside County, California.

(c) The designation of any person specified in this Article, or the address of any such person, may be changed at any time by notice given in the same manner as provided in this Article for other notices.

Rights Reserved under Section 3737, Revised Statutes

34. All rights of action for breach of any of the provisions of this contract are reserved to the United States as provided in Section 3737 of the

Revised Statutes of the United States.

Remedies under Contract not Exclusive

35. Nothing contained in this contract shall be construed as in any manner abridging, limiting or depriving the United States or the District 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 contract shall not be deemed to be a waiver of any provision hereof, or of any other or subsequent breach of any provision hereof.

Interest in Contract Not Transferable

36. No interest in this contract is transferable by the District to any other party, and any such attempted transfer shall cause this contract to become subject to annulment at the option of the United States.

Contract of October 15, 1934, to Remain in Full Force and Effect, Except as Herein Modified.

37. Except as modified by the provisions hereof, the aforesaid contract between the United States and the District of date October 15, 1934 (Ilr-781), shall be and remain in full force and effect.

Priority of Claims of the United States

38. Claims of the United States arising out of this contract shall have priority over all others, secured or unsecured.

Officials Not to Benefit

39. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this

contract if made with a corporation or company for its general benefit.

Discrimination Against Employees or
Applicants for Employment Prohibited

40. The District shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and shall require an identical provision to be included in all subcontracts; Provided, however, That this clause does not refer to, extend to or cover the business or activities of the District which are not related to or involved in the performance of this contract.

Representative of Secretary

41. Where this contract provides for action by the Secretary, such action may be taken, subject to review by the Secretary, for and on behalf of the Secretary by his representative duly authorized by him.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

THE UNITED STATES OF AMERICA,

By William E. Warne
Assistant Secretary of the Interior.

COACHELLA VALLEY COUNTY WATER DISTRICT,

ATTEST:

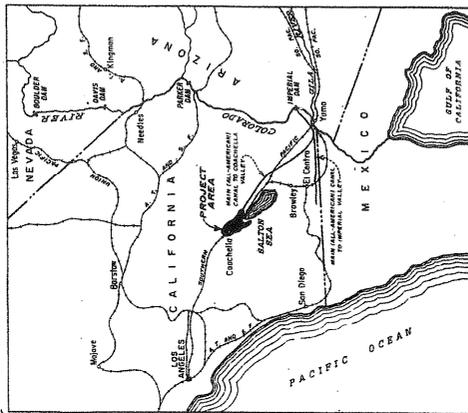
By E. Keith Farrar
President.

Secretary.

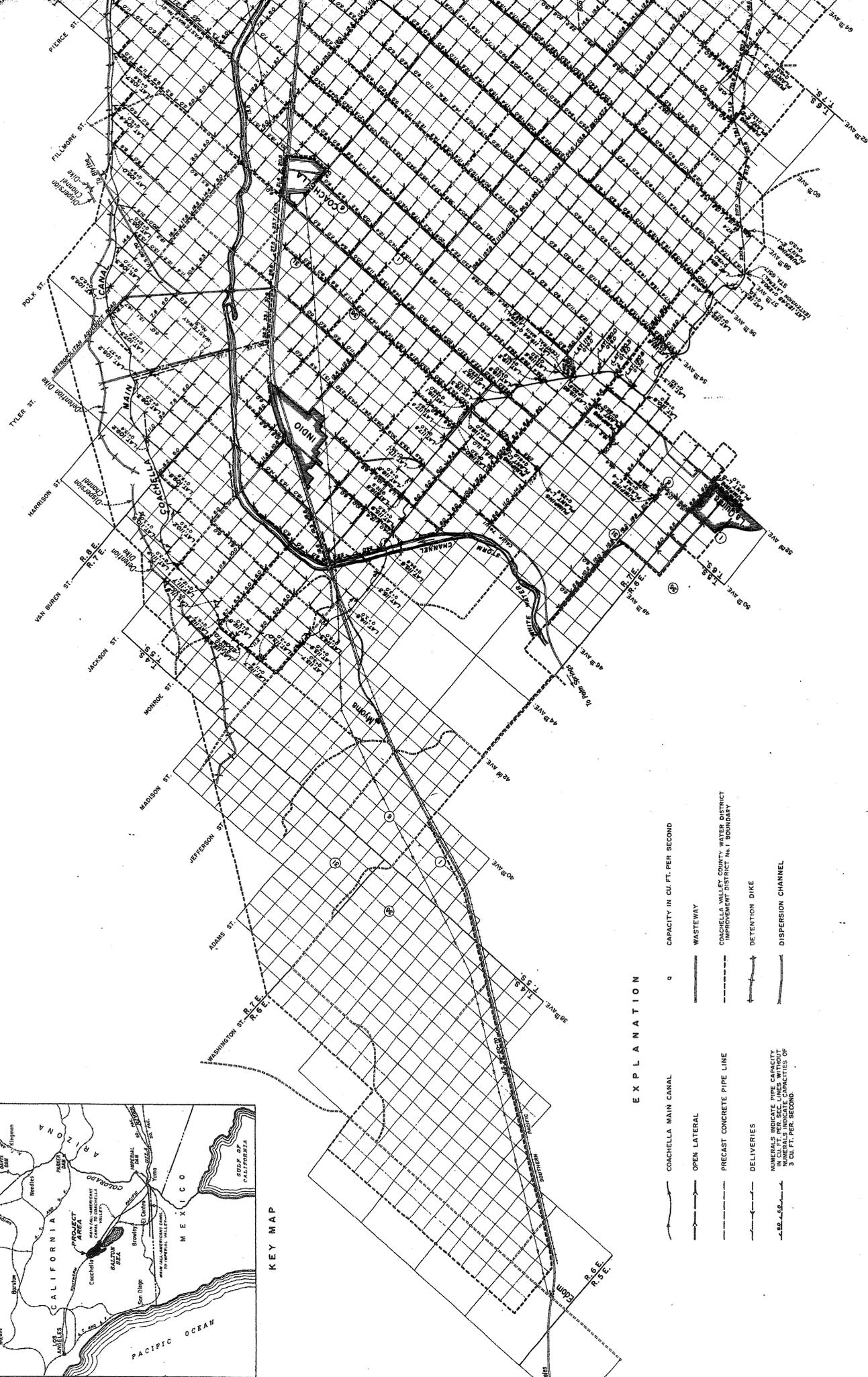
EXHIBIT "B"

UNENTERED PUBLIC LANDS AND ENTERED LANDS FOR WHICH
NO FINAL CERTIFICATES HAVE BEEN ISSUED

S.B.M.		Section	Description
Twp. (S)	Rge. (E)		
<u>Unentered Public Lands</u>			
5	7	12	SW $\frac{1}{4}$ SE $\frac{1}{4}$
5	8	20	SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$
6	7	4	S $\frac{1}{2}$
		8	E $\frac{1}{2}$ NE $\frac{1}{4}$
		20	SE $\frac{1}{4}$ SE $\frac{1}{4}$
6	8	4	N $\frac{1}{2}$ SE $\frac{1}{4}$ (Except that portion included in the White Water Storm Channel)
6	9	30	W $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$
		32	N $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$
7	8	34	NW $\frac{1}{4}$ NW $\frac{1}{4}$
7	9	10	N $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$
		14	NW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
		22	E $\frac{1}{2}$ NE $\frac{1}{4}$
<u>Entered Lands for Which no Final Certificates Have Been Issued</u>			
5	7	12	SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$
5	8	18	S $\frac{1}{2}$ NW $\frac{1}{4}$
		34	SW $\frac{1}{4}$
6	7	34	NW $\frac{1}{4}$ NW $\frac{1}{4}$
7	9	10	N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$

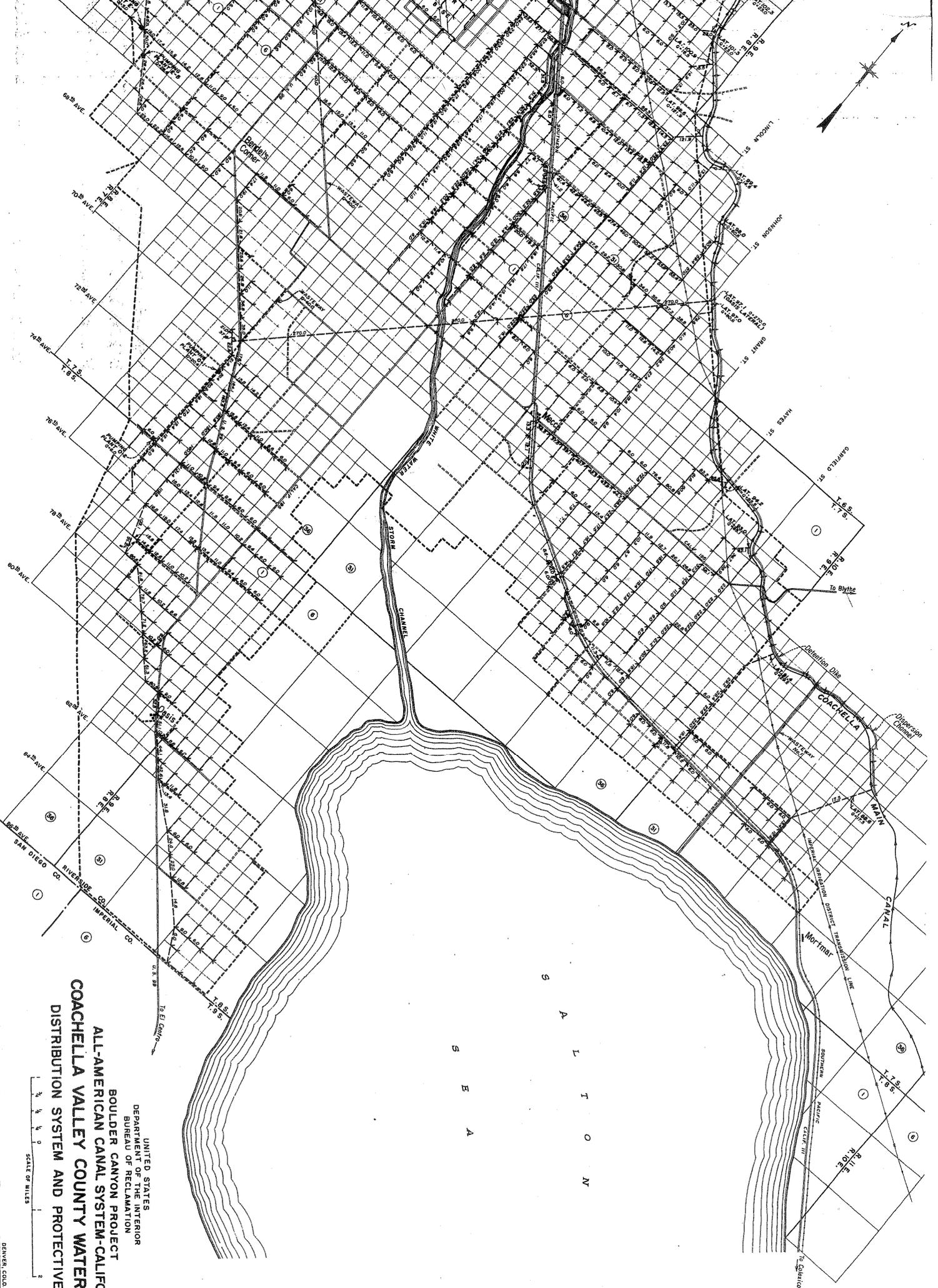
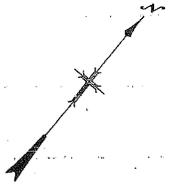


KEY MAP



EXPLANATION

- COACHELLA MAIN CANAL
- OPEN LATERAL
- PRECAST CONCRETE PIPE LINE
- DELIVERIES
- MINERALS INDICATE PIPE CAPACITY IN CU. FT. PER SEC. LINES WITHOUT MINOR LATERALS AND CAPACITIES OF 5 CU. FT. PER SECOND
- CAPACITY IN CU. FT. PER SECOND
- WASTEWAY
- COACHELLA VALLEY COUNTY WATER DISTRICT IMPROVEMENT DISTRICT No. 1 BOUNDARY
- DETENTION DIKE
- DISPERSION CHANNEL



UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF RECLAMATION
 BOULDER CANYON PROJECT
**COACHELLA VALLEY COUNTY WATER
 DISTRIBUTION SYSTEM AND PROTECTIVE**



[ITEM 16]

BOULDER CANYON PROJECT
AGREEMENT OF COMPROMISE
IMPERIAL IRRIGATION DISTRICT

AND

COACHELLA VALLEY COUNTY WATER DISTRICT

FEBRUARY 14, 1934

	Section
1. Preamble	18. Power contracts
11. Recitals	19. Power rates
12. Coachella contract	20. Power permits
13. Validation action	21. Agreement void if certain lands included in Imperial District
14. General provisions	22. Remedies under agreement not exclusive
15. Water	
16. Applications to appropriate water	
17. Lease of power rights	

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 principal 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 the 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. Gilbert, 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 hereinafter defined, or hereunder modified, to all waters apportioned to Imperial Irrigation District and other lands under or that will be served by 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

portioned 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 here 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 "Los 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

Art. 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.

HOOVER DAM CONTRACTS

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, where in 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 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 interest on capital investment for power purposes, improvements, operation and maintenance, and depreciation, and any other proper factor of cost herein expressly enumerated;

(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

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 reasonable 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

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

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:

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 DePalmas 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, their and each of their respective successors and assigns.

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

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]