

1 AGREEMENT REQUESTING THE DIVISION OF WATER RESOURCES OF THE
2 STATE OF CALIFORNIA TO APPORTION CALIFORNIA'S SHARE OF THE
3 WATERS OF THE COLORADO RIVER AMONG THE VARIOUS APPLICANTS
4 AND WATER USERS THEREFROM IN THE STATE, CONSENTING TO SUCH
5 APPORTIONMENTS, AND REQUESTING SIMILAR APPORTIONMENTS BY
6 THE SECRETARY OF THE INTERIOR OF THE UNITED STATES.

7 THIS AGREEMENT, made the 18th day of August, 1931, by and between Palo
8 Verde Irrigation District, Imperial Irrigation District, Coachella Valley County
9 Water District, Metropolitan Water District of Southern California, City of Los
10 Angeles, City of San Diego and County of San Diego;

11 W I T N E S S E T H:

12 WHEREAS the Secretary of the Interior did, on November 5, 1930, request
13 of the Division of Water Resources of California a recommendation of the proper
14 apportionments of the water of and from the Colorado River to which California may
15 be entitled under the provisions of the Colorado River Compact, the Boulder Canyon
16 Project Act and other applicable legislation and regulations, to the end that the
17 same could be carried into each and all of the contracts between the United States
18 and applicants for water contracts in California as a uniform clause; and

19 WHEREAS the parties hereto have fully considered their respective rights
20 and requirements in cooperation with the other water users and applicants and the
21 Division of Water Resources aforesaid;

22 NOW, THEREFORE, the parties hereto do expressly agree to the apportion-
23 ments and priorities of water of and from the Colorado River for use in California
24 as hereinafter fully set out and respectfully request the Division of Water Re-
25 sources to, in all respects, recognize said apportionments and priorities in all
26 matters relating to State authority and to recommend the provisions of Article I
27 hereof to the Secretary of the Interior of the United States for insertion in any
28 and all contracts for water made by him pursuant to the terms of the Boulder
29 Canyon Project Act, and agree that in every water contract which any party may
30 hereafter enter into with the United States, provisions in accordance with
31 Article I shall be included therein if agreeable to the United States.

ARTICLE I.

The waters of the Colorado River available for use within the State of California under the Colorado River Compact and the Boulder Canyon Project Act shall be apportioned to the respective interests below named and in amounts and with priorities therein named and set forth, as follows:

Section 1. A first priority to Palo Verde Irrigation District for beneficial use exclusively upon lands in said District as it now exists and upon lands between said District and the Colorado River, aggregating (within and without said District) a gross area of 104,500 acres, such waters as may be required by said lands.

Section 2. A second priority to Yuma Project of United States Bureau of Reclamation for beneficial use upon not exceeding a gross area of 25,000 acres of land located in said project in California, such waters as may be required by said lands.

Section 3. A third priority (a) to Imperial Irrigation District and other lands under or that will be served from the All American Canal in Imperial and Coachella Valleys, and (b) to Palo Verde Irrigation District for use exclusively on 16,000 acres in that area known as the "Lower Palo Verde Mesa", adjacent to Palo Verde Irrigation District, for beneficial consumptive use, 3,850,000 acre feet of water per annum less the beneficial consumptive use under the priorities designated in Sections 1 and 2 above. The rights designated (a) and (b) in this section are equal in priority. The total beneficial consumptive use under priorities stated in Sections 1, 2 and 3 of this article shall not exceed 3,850,000 acre feet of water per annum.

Section 4. A fourth priority to the Metropolitan Water District of Southern California and/or the City of Los Angeles, for beneficial consumptive use, by themselves and/or others, on the Coastal Plain of Southern California, 550,000 acre feet of water per annum.

Section 5. A fifth priority, (a) to The Metropolitan Water District of Southern California and/or the City of Los Angeles, for beneficial consumptive use, by themselves and/or others, on the Coastal Plain of Southern California,

1 550,000 acre feet of water per annum and (b) to the City of San Diego and/or
2 County of San Diego, for beneficial consumptive use, 112,000 acre feet of water
3 per annum. The rights designated (a) and (b) in this section are equal in
4 priority.

5 Section 6. A sixth priority (a) to Imperial Irrigation District and other
6 lands under or that will be served from the All American Canal in Imperial and
7 Coachella Valleys, and (b) to Palo Verde Irrigation District for use exclusively
8 on 16,000 acres in that area known as the "Lower Palo Verde Mesa", adjacent to
9 Palo Verde Irrigation District, for beneficial consumptive use, 300,000 acre
10 feet of water per annum. The rights designated (a) and (b) in this section are
11 equal in priority.

12 Section 7. A seventh priority of all remaining water available for use
13 within California, for agricultural use in the Colorado River Basin in California,
14 as said basin is designated on Map No. 23000 of the Department of the Interior,
15 Bureau of Reclamation.

16 Section 8. So far as the rights of the allottees named above are concerned,
17 the Metropolitan Water District of Southern California and/or the City of Los
18 Angeles shall have the exclusive right to withdraw and divert into its aqueduct
19 any water in Boulder Canyon Reservoir accumulated to the individual credit of
20 said District and/or said City (not exceeding at any one time 4,750,000 acre feet
21 in the aggregate) by reason of reduced diversions by said District and/or said
22 City; provided, that accumulations shall be subject to such conditions as to
23 accumulation, retention, release and withdrawal as the Secretary of the Interior
24 may from time to time prescribe in his discretion, and his determination thereof
25 shall be final; provided further, that the United States of America reserves
26 the right to make similar arrangements with users in other states without dis-
27 tinction in priority, and to determine the correlative relations between said
28 District and/or said City and such users resulting therefrom.

29 Section 9. In addition, so far as the rights of the allottees named above
30 are concerned, the City of San Diego and/or County of San Diego shall have the
31 exclusive right to withdraw and divert into an aqueduct any water in Boulder

1 Canyon Reservoir accumulated to the individual credit of said City and/or said
2 County (not exceeding at any one time 250,000 acre feet in the aggregate) by
3 reason of reduced diversions by said City and/or said County; provided, that
4 accumulations shall be subject to such conditions as to accumulation, retention,
5 release and withdrawal as the Secretary of the Interior may from time to time
6 prescribe in his discretion, and his determination thereof shall be final; pro-
7 vided further, that the United States of America reserves the right to make
8 similar arrangements with users in other states without distinction in priority,
9 and to determine the correlative relations between the said City and/or said
10 County and such users resulting therefrom.

11 Section 10. In no event shall the amounts allotted in this agreement to the
12 Metropolitan Water District of Southern California and/or the City of Los Angeles
13 be increased on account of inclusion of a supply for both said District and said
14 City, and either or both may use said apportionments as may be agreed by and be-
15 tween said District and said City.

16 Section 11. In no event shall the amounts allotted in this agreement to the
17 City of San Diego and/or to the County of San Diego be increased on account of
18 inclusion of a supply for both said City and said County, and either or both may
19 use said apportionments as may be agreed by and between said City and said County.

20 Section 12. The priorities hereinbefore set forth shall be in no wise
21 affected by the relative dates of water contracts executed by the Secretary of the
22 Interior with the various parties.

23 ARTICLE II.

24 That each and every party hereto who has heretofore filed an application or
25 applications for a permit or permits to appropriate water from the Colorado River
26 requests the Division of Water Resources to amend such application or applications
27 as far as possible to bring it or them into conformity with the provisions of
28 this agreement; and each and every party hereto who has heretofore filed a protest
29 or protests against any such application or applications of other parties hereto
30 does hereby request withdrawal of such protest or protests against such appli-
31 cation or applications when so amended.

ARTICLE III.

That each and all of the parties to this agreement respectfully request that the contract for delivery of water between The United States of America and The Metropolitan Water District of Southern California under date of April 24, 1930 be amended in conformity with Article I hereof.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers thereunto duly authorized, the day and year first above written. Executed in six copies.

PALO VERDE IRRIGATION DISTRICT

By _____

IMPERIAL IRRIGATION DISTRICT

By _____

In executing this agreement, Palo Verde Irrigation District reserves the right

to contract with the Secretary of the Interior either in accordance with the above stated allocation, By or, in the event that such allocation as to Palo Verde Irrigation District is superseded by a final judicial determination, then in accordance with such determination; provided that priorities numbered fourth and fifth shall not thereby be disturbed.

COACHELLA VALLEY COUNTY WATER DISTRICT

METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

By _____

PALO VERDE IRRIGATION DISTRICT CITY OF LOS ANGELES

By Tom J. Sealey President.

ATTEST: CITY OF SAN DIEGO
Ant. Malagon Secretary.

By _____

COUNTY OF SAN DIEGO

By _____