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NO. 15

THE CONCESSION

From the Mexican Government to the California Development Company

Full Text of the Agreement for the Diversion of the Water from the Colorado River and its Division Between Mexico and the United States

CONTRACT

Entered into between the Citizen General D. Manuel Gonzales Cosio, Secretary of State and of Development, in representation of the Executive Government, and Lic. Ignacio Supulveda, as representative of the Sociedad de Riego y Terrenos de la Baja California, S. A., to carry the waters of the Colorado River through Mexican territory, and for the use of said waters.

ARTICLE FIRST

The Sociedad de Riego y Terrenos de la Baja California, S. A., is authorized to carry through the canal which it has built in Mexican territory, and through other canals which it may build, if convenient, water to an amount of two hundred and eighty meters per second from waters taken from the Colorado river in territory of the United States by the California Development company and which waters this company has ceded to the Society de Riego y Terrenos de la Baja California, S. A. It is also authorized to carry to the lands of the United States the water with the exception of that mentioned in the following article:

ARTICLE SECOND

From the water mentioned in the foregoing article enough shall be used to irrigate the lands susceptible to irrigation in Lower California with the water carried through the canal or canals, without in any case the water used exceeding one half of the water passing through said canals.

ARTICLE THIRD

Within the term of six months, counted from the publication of the present contract, the company shall deliver to the office of the Secretary of Development, in duplicate, properly arranged in decimal, metrical scale, the maps and profiles of the canal-ready built and of the other hydraulic works connected therewith, with a descriptive report.

ARTICLE FOURTH

The company is also authorized to connect in Mexican territory the aforesaid canal or canals with the Colorado river, so that it may be able, without injuring the rights of a third party, or navigation, as long as the river is destined for navigation, to take from said river as much as two hundred and eighty four cubic meters per second. Those waters shall be used in the irrigation of lands in Mexico and the United States in the proportion established in articles first and second.

ARTICLE FIFTH

The executive government may authorize the company, while the needs of the country do not require the use of the total amount of the waters appropriated, to use them where it may find it convenient.

ARTICLE SIXTH

The company, grantee, is under obligation to deliver to the office of the Secretary of Development, within the term fixed in the following article, the

design of the hydraulic works referred to in article fourth, with a descriptive report, and the necessary maps and profiles for greater clearness of the details of the works.

ARTICLE SEVENTH

The surveys of the land to locate the hydraulic works shall be begun by the company, grantee, within the term of six months from the date of the promulgation of the present contract, and within the term of twelve months, counted from the same date, it will deliver to the secretary of development the respective maps of said works in duplicate and properly arranged in a decimal, metrical scale, with the approval of the inspector to be appointed, and requesting the approval of the secretary of development. The duplicate of the maps shall be returned to the company, grantee, with the annotation of having been approved or not and the other copy shall remain in the archives of the office of the secretary.

ARTICLE EIGHTH

Within the term of twenty four months, counted from the date of the promulgation of this contract, the company, grantee, shall begin the construction of the works, which shall be ended at the latest within seven years, counted from the same date.

ARTICLE NINTH

The company, grantee, may build, over the canals it may construct, the bridges it may think necessary for private traffic, presenting previously to the secretary of development, for his approval, the maps, and the company shall be obliged also to build at its own expense, the bridges which it may be required for the local or general traffic. Whenever its canal shall traverse any road or highway of public use, presenting the respective maps and requesting the previous approval of same, either from the secretary of the interior and the government of the territory of Lower California, or from the secretary of communications and public works, as the case may be.

ARTICLE TENTH

The company, grantee, is subject, in all that refer to the present contract, to the inspection of the engineer, to be appointed by the secretary of development, and obliged to contribute to the expenses of said inspection with the sum of three hundred dollars every month, which amount shall be delivered in advance to the general treasury of the federation from the date of the promulgation of the contract. In case that the company, grantee, should not fulfill the provisions of the present article, it agrees with right given the revenue collectors to seize and sell its property to pay the debts due to the treasury.

ARTICLE ELEVENTH

The company shall have the right of way of twenty meters in all the length of its canals on each side of said canals besides the width of the said canals.

ARTICLE TWELFTH

The lands belonging to the nation and which the company, grantee, may occupy in all the extension as set forth

in the foregoing article, and the lands which it may need for dams, reservoirs or basins, depots and other buildings shall be taken freely by the company in accordance with the provisions of paragraph III, article 3 of the law of June the 6th, 1894.

ARTICLE THIRTEENTH

The company, grantee, may take in accordance with the laws of condemnation by reason of public utility, the private lands needed for the establishment of its aqueducts and their appurtenances, depots, stations and other accessories, in accordance with fraction IV of article 3 of the law of the 6th of June, 1894, as per the following rules:

I. If there should be no agreement between the company, grantee, and the owners of the land, there will be appointed an expert appraiser by each one of the parties, and both appraisers shall deliver to said parties their respective valuations within the term of eight days from the day of their appointment. If the valuations are not in accord the case shall be submitted to the district judge of the territory of Lower California, and he shall appoint a third expert who shall render his decision in the peremptory term of eight days from the day of his appointment of the amount which in justice should be given to indemnify the owner of the lands to be occupied. The district judge, taking into consideration the opinion of the experts and the proofs presented by the parties, while the experts formulate their decision, shall fix the amount of indemnity within three days. The decree of the judge shall be final, unless it shall appear to be biased.

II. If the owner of the land to be occupied for public use for the construction of the aqueducts, depots, appurtenances and accessories should not appoint his expert appraiser within the term of eight days after so notified by the district judge, at the request of the company, grantee, said judge shall officially appoint an appraiser to represent the interests of the owner.

III. In all cases in which it be necessary to apply to the district judge, said official, if the company, grantee, would ask it, or if it would be impossible for it to specify the amount of land to be occupied, shall begin the case, and the judge, after having previously had an audience with the government engineer, or in the absence of this one, with the expert appointed by the same judge, shall name a sum to be deposited, while the case is tried, authorizing the company, grantee, meanwhile, to occupy the lands in question, with the understanding that if the final valuation of the experts should be more or less than the amount deposited by the company, grantee, the company to pay the balance or receive the difference.

IV. If the owner of the lands in question should be unknown, or the ownership to be in dispute by reason of litigation or any other motive, the district judge shall fix, as the total of the indemnity, the amount rendered by the expert appointed by said judge in representation of the rightful owners of the land in question. The amount ultimately fixed shall be deposited in accordance with the legal provisions to be delivered to whom it belongs.

V. The experts, in making their valuations, must take into account the amount of taxes paid by the land to be condemned, and the damages and benefits to accrue by same to the owner.

VI. If to carry out the surveys it should be necessary to destroy or cut down in all, or in part, trees, cactus or other obstacles, the company, grantee,

shall have the right to do it, being under the obligation to pay an indemnity as soon as that be fixed.

ARTICLE FOURTEENTH

The company, grantee, is authorized to build the telegraph and telephone lines it may think necessary along its works, for the exclusive use of its enterprise, with the previous approval of the secretary of communications and public works and also to exploit those already built in the exclusive use of its works, the government having the right to place freely and without any payment, one or two telegraph wires on the posts of the company, grantee, the company being subject to the laws and rulings now in force, or that in the future may be enacted for the construction and exploitation of telegraph and telephone lines.

ARTICLE FIFTEENTH

The company, grantee, may import, free of custom house duties for only once, all the engines, scientific instruments and necessary apparatus for the outlines, construction and exploitation of the works. The company, grantee, shall present to the secretary of development statements in detail of the articles which, in accordance with this concession, it shall have to import when needed, provided it be done within the stipulated terms in the present contract for the installation and construction, specifying in said statements the number, quantity and quality of the articles, observing for said importation the rules enacted and which in the future be enacted by the treasury department, and also the limitations to be fixed by the secretary of development.

ARTICLE SIXTEENTH

The articles needed shall be imported by the company, grantee, for the exclusive use of its works and its exploitation but if it should sell or apply to any other uses any or some of said articles, the secretary or the treasurer shall exact the payment of the respective duties, besides the penalties fixed

by law in cases of smuggling.

ARTICLE SEVENTEENTH

During ten years from the promulgation of this contract, the capital invested by the company, grantee, in the survey, construction and maintenance of the works referred to in this contract, shall be exempt from all federal taxes, with the exception of those to be paid in stamps, which taxes shall be paid in accordance with the said law.

ARTICLE EIGHTEENTH

The company, grantee, is at liberty to enter into contracts and agreements with individuals and private and public corporations for the use of the water granted to it, being subject in the prices to be charged, with the tariff, which with due opportunity shall be presented to the secretary of development for his examination and approval, the company grantee, having the right, nevertheless, to use said waters in the irrigation of the lands belonging to it.

ARTICLE NINETEENTH

The company, grantee, shall lose the right to use the water granted to it in this contract in article fourth in case it does not use it for a period of ten consecutive years, the government being at liberty to grant it to any other persons, who, if they should accept the works made by the company, grantee, shall have to pay to this company the amounts fixed by the appraisers of both parties.

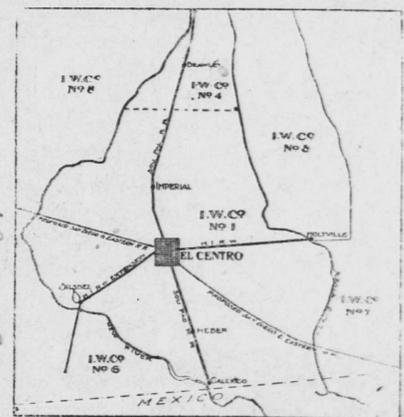
ARTICLE TWENTIETH

The company, grantee, may transfer all or part of the concessions in the present contract with the previous permit of the secretary, also may mortgage it to individuals or private corporation it being absolutely necessary in the first case that individuals or associations accept respectively all and each one of the obligations imposed to the company, grantee, by the present contract.

ARTICLE TWENTY-FIRST

The company, grantee, shall have the right to issue common shares, pre-

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