

EXHIBIT 1

CONTRACT FOR DELIVERY OF IRRIGATION WATER No. 34

THIS AGREEMENT made and entered into this 26th day of June 1972 between the CITY OF RIVERSIDE, a municipal corporation, herein referred to as the "City" and \_\_\_\_\_ and \_\_\_\_\_, Husband and Wife as Tenants in Common

herein referred to as the "Customer".

1. As consideration the City acknowledges receipt of Four (4) share(s) of stock of The Gage Canal Company, Certificate No.(s) B-1105

properly endorsed, together with all other required documents transferring ownership of the shares and water entitlement to the City; in addition the City acknowledges receipt of the quitclaim of prescriptive and appropriative water rights and joint extraction agreement executed in connection with the land to receive water pursuant to this agreement, which land is described in a supplement attached and made a part hereof.

2. From the date of this agreement, the City shall cause to be delivered from the former Gage Canal Company facilities the water entitlement of the shares transferred to the City. The water shall be used only for commercial agricultural purposes on the described land. Water will be made available at the nearest point of delivery of adequate capacity on the Gage Canal. The Customer shall pay the cost of all installations from the delivery point to the described land. This contract water entitlement shall be equivalent to the water entitlement of the shares received by the City or as such shares water entitlement may be modified by current or future litigation; provided, however, the Customer agrees to request only water actually needed for irrigation.

3. The Customer shall pay to the City when billed all water taxes or other charges levied by The Gage Canal Company against the City on the number of shares received by the City in this agreement. If the Gage Canal Company ceases to operate the Gage Canal facilities, the Customer shall pay to the City the reasonable cost of providing irrigation water.

4. If the Customer is not in default of this agreement, he may relinquish his rights by written release and the City shall thereupon provide domestic water service to the described land in accordance with all applicable City rules and regulations including, but not limited to, rate and main extension practices. The release shall constitute a transfer of shares in accordance with any existing or future ordinances or regulations of the City governing or requiring transfer of shares in water companies as a condition to providing domestic water service. The City at the time of release shall pay to the Customer \$175 per share for each share received by the City.

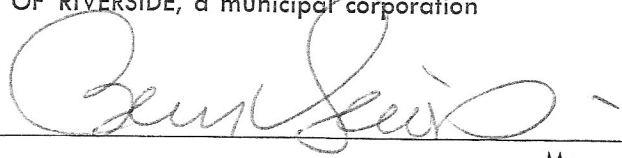
5. The Customer warrants himself to be the owner of the described land and/or authorized to execute this agreement and the quitclaim of prescriptive and appropriative water rights and joint extraction agreement received by the City.

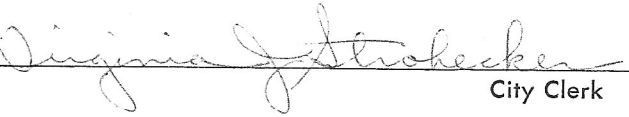
6. This contract shall not be transferred or assigned without consent of the City. Consent is not required when there is a bona fide conveyance of the described land for the continued agricultural use of said land.





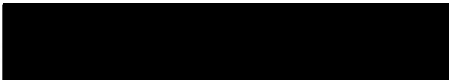
7. If the described land has a water entitlement separate from this contract and there is a conveyance or transaction which deprives the land of any portion of such entitlement, the City may declare all contract rights, including the right to receive domestic water, forfeited.

8. This agreement shall terminate fifty years from date of execution by the City.

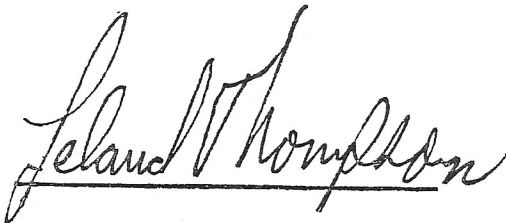
CITY OF RIVERSIDE, a municipal corporation

By   
Mayor

Attest   
City Clerk

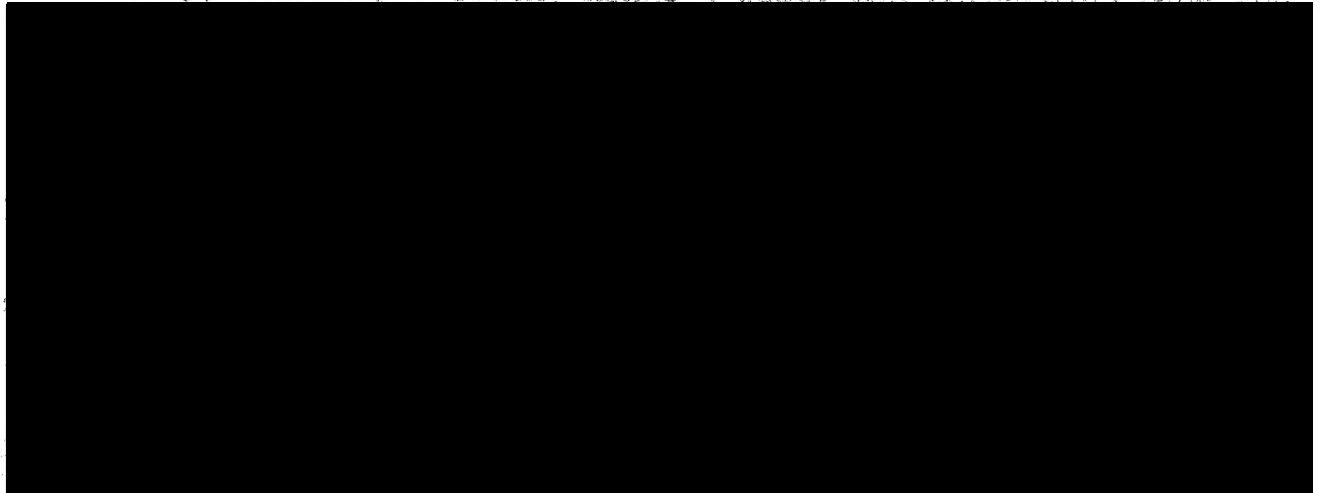
  
  
  
 Customer  


APPROVED AS TO FORM:

  
City Attorney

FOR USE ON: -

That portion of the Southeast quarter of the Southeast quarter of  
Section 35, Township 2 South, Range 5 West, San Bernardino Base and



Said Property is also situated in the City of Riverside.