



Regular Board of Directors Meeting +

Wednesday, March 11, 2026 at 9:00 am

MEETING LOCATION

530 S. Melendres Las Cruces, NM 88005

VIRTUAL MEETING DETAILS

<https://us06web.zoom.us/j/87218018839?pwd=K9yAXbbcawH6CesOv9AaQMw6vXAB7t.1>

Meeting ID: 872 1801 8839

Passcode: 564137

OPEN SESSION

9:00 - 9:10 AM

- 1. Invocation**
- 2. Pledge of Allegiance**
- 3. Introduction of Guests**
- 4. Public Input**

Three minutes per participant, no more than 30 minutes spent in this item

- 5. Approval of Agenda**
- 6. Approval of Board Minutes**

COMMITTEE REPORTS

9:10 - 9:45 AM

- 7. Government Affairs Committee**
R. Rovirosa
- 8. Land Use Committee**
D. Lutz

- a. Potential Approval of Changes to Form Encroachment Agreement and Encroachment Policy**

b. Zia Gas Blanket Agreement Update

9. Water Resource Committee

R. Garay

WATER RESOURCE REPORT

9:45 - 10:10 AM

10. Water Resource: Weather/Runoff Forecast

P. King / J. Narvaez

a. Approval of Initial Allotment and Release Date - 2026 Water Season

STAFF REPORT

10:10 - 10:50 AM

11. General & Administrative

J. Franzoy / L. Diaz

a. Financial Report

b. Potential Approval of Delegation of Authority for Contract for Automated Water Control Infrastructure & Software (RFP 2026-01)

J. Franzoy

12. Manager's Update

J. Smith

13. Calendar of Events

J. Smith

- Irrigation Water Management Training: March 18-20, 2026, NMSU Campus, Las Cruces, NM
- Next Board Meeting: April 8, 2026 (approved)
- Bureau of Reclamation Army Corps Engineers Operation Meeting: April 16, 2026 in Albuquerque, NM (travel approved)
- Rio Grande Compact Commission Meeting: April 17, 2026 in Santa Fe, NM (travel approved)
- 2026 Water Leaders Workshop: April 20-22, 2026, Ruidoso, NM (travel approved)
- NWRA Federal Water Issues Conference: April 27-29, 2026, Washington, DC (request travel approval in Consent Agenda)

14. HR/Safety Update

D. Maciel / J. Smith

15. Engineering/Maintenance Projects Update

A. Rubio / L. Barrett

CONSENT AGENDA

The Board will be asked to approve by one motion the following items of recurring or routine business:

10:50 - 11:00 AM

16. Approval of Consent Agenda

S. Gamboa - There are 25 February/March ROU licenses for review. EBID Engineering recommends

approval of all 25 ROU licenses.

- 22 Vexus Fiber – New aerial fiber optic lines crossing multiple EBID ROWs
- 3 Vexus Fiber – New buried fiber optic lines crossing multiple EBID ROWs

J. Franzoy - Approval of Water Strategies Yearly Contract Renewal

J. Smith - Approval of travel to NWRA Federal Water Issues Conference: April 27-29, 2026, Washington, DC for four (4) Board Members and two (2) Staff to include all actual expenses.

CLOSED SESSION

11:00 AM - 12:00 PM

17. Legal Update

- a. Texas v. NM (USSC)**
- b. Discussion regarding purchase, acquisition, or disposal of real property or water rights**
- c. Discussion regarding issuance, suspension, renewal or revocation of a license pertaining to use of EBID Property**
- d. Limited Personnel Matters**
- e. Other Threatened/Pending Litigation**
- f. Motion to come out of closed session**

ADJOURNMENT

18. Motion to Adjourn

In accordance with the Elephant Butte Irrigation District resolution directing compliance with Open Meetings Act, a final version of the agenda will be available 72 hours in advance of the meeting at the EBID office at 530 S Melendres, Las Cruces, NM; and will be emailed to persons making a specific request for the final agenda by calling EBID's office 575-993-2429.

Contact: Marilyn Crawford, Executive Assistant (mcrawford@ebid-nm.org 575-993-2429) | Agenda published on 03/06/2026 at 2:56 PM

ELEPHANT BUTTE IRRIGATION DISTRICT
BOARD OF DIRECTORS' MEETING
February 11, 2026

A Regular Board of Directors meeting of the Elephant Butte Irrigation District was held at 530 S Melendres, Las Cruces, NM at 9 AM on Wednesday February 11, 2026. The meeting was called to order by Board President Rafael Rovirosa. Board members present were Randy Garay, Casey Crist (arrived 9:09 am), Preston Tharp (arrived 9:11 am), Rafael Rovirosa, Greg Daviet, James Sloan, John Clayshulte Jr. (arrived 9:06 am), Prescott K Colquitt III, and Henry Ludwig.

Announcements

A moment of silence was observed in remembrance of Vice President Greg Daviet's mother. President Rovirosa expressed appreciation to Director Colquitt III, Delyce Maciel, and Roman Ramos for organizing a prayer vigil in her honor. Vice President Daviet concurred and offered his appreciation.

The Invocation was given by Vice President Daviet, followed by the Pledge of Allegiance led by Director Sloan.

EBID personnel present were: Josh Smith, Treasurer-Manager, Joah Franzoy, Chief Financial Officer; Leah Diaz, Finance Director and CPO (virtual); David Lutz, Legal Counsel; Marilyn Crawford, Executive Assistant; Jorgianna (Jorgi) Ellis, PR Consultant; James Narvaez, Director of Irrigation Systems (virtual); AJ Carlson, Land Records Administrator (in-person and virtual); Delyce Maciel, Director of HR and Safety (in-person and virtual); Scott Gamboa, Land and Licensing Technician, (in-person and virtual); Alex Rubio, Senior Engineering Manager; Tammie Deon, Administrative Assistant (virtual); DL Sanders, Legal Counsel (virtual); Pete Domenichi, Legal Counsel (virtual); and Dr. Phil King (virtual).

EBID guests present were: Alfred Perrault, OSE; Larry Vasquez, BOR; and Michael Riley, OSE; Gene and Cheri Love, Constituents; Virtual attendees: Christina Hernandez; Caitlyn Owens, NMOSE; Craig Cathey; J.R. Hennessey, State of NM; Kathryn Maynard, OSE; and Sherryl Smith, OSE; and Rita Crites, IBWC.

Approval of Agenda

Director Colquitt III moved, and the motion was seconded by Secretary Garay to approve the agenda as presented. Directors Garay, Daviet, Sloan, Colquitt III, and Ludwig voted in favor. The motion passed unanimously.

Approval of Minutes

Secretary Garay moved, and the motion was seconded by Director Colquitt III, to approve the January 14, 2026 Regular Board Meeting minutes. Directors Garay, Daviet, Sloan, Colquitt III, and Ludwig voted in favor. The motion passed unanimously.

Approval of Resolution 2026-02, 2026 Legislative Priorities

Josh Smith presented Resolution 2026-02 which sets forth the 2026 legislative priorities and provides direction and guidance to the Government Affairs Committee during the legislative session. **Secretary Garay moved, and the motion was seconded by Director Colquitt III, to Resolution 2026-02. Directors Garay, Crist, Daviet, Sloan, Clayshulte Jr., Colquitt III, and Ludwig voted in favor. The motion passed unanimously.**

Approval of MOU with Caballo Soil and Water Conservation District

Josh Smith presented the Memorandum of Understanding (MOU) with the Caballo Soil and Water Conservation District. The MOU updates and replaces an expired agreement. Staff noted that the MOU formalizes routine cooperation, including shared equipment and personnel for work on dams, and now includes modernized term, termination, and sovereign immunity language, with a 10-year automatically renewing term. A question was raised regarding the inclusion of levee repair in the common projects section; staff clarified that the language is carried over from the prior agreement, creates no additional obligations, and remains appropriate. **Director Colquitt III moved, and the motion was seconded by Director Clayshulte Jr., to approve MOU with the Caballo Soil and Water Conservation District. Directors Garay, Crist, Tharp, Daviet, Sloan, Clayshulte Jr., Colquitt III, and Ludwig voted in favor. The motion passed unanimously. At the conclusion of the open session, it was determined that the Board had taken action on the MOU without a preceding formal motion. A motion to approve the MOU was subsequently offered, seconded, and duly approved to correct the record (as recorded above).**

Water Resource Committee

Secretary Garay reported that the Committee met on January 26, 2026, and received an update from Dr. King on the 2025 water-allocation accounting, noting that final accounting will be available soon. Preliminary estimates indicate a diversion ratio of 0.65, yielding approximately 54,000 acre-feet (AF) to EBID, 61,000 AF to EPCWID, and 4,800 AF to Mexico. The Committee reported slow progress of the Copper Flat Mine permitting process and noted a request from Sierra County Commissioner, Sandy Jones, regarding additional storage in Elephant Butte Reservoir. This request will be referred to the Legal Review Committee. The initial 2026 release is anticipated around May 29, 2026.

Government Affairs Committee

President Rovirosa reported that capital outlay and ICIP requests have been delivered to local legislators. The Committee supports the Governor's proposed \$22.5 million appropriation for implementing the Texas v. New Mexico settlement as it advances the State's obligations. Board members and staff participated in various legislative and water-policy events in Phoenix and Santa Fe. The Committee continues tracking key bills, noting support for HB 111 increasing penalties for illegal water diversions, opposition to HB 247 restricting capital-outlay access for water entities, and ongoing monitoring of HB 63 and SB 18.

Water Resources Update

Dr. King provided a water resources update. He reported on the 2025 Final Rio Grande Project Accounting through October 31, 2025. Total project storage was at 102,334 acre-feet (AF), with 87,536 AF in Elephant Butte and 14,798 AF in Caballo. Usable project storage was 91,121 AF. Rio Grande Compact credit was 7,200 AF, and San Juan-Chama was 4,013 AF. 248,690 AF were released from Caballo. EBID charges were at 78,941 AF; EPCWID charges were at 106,971 AF; Mexico delivery was 13,463 AF; Total charges at 199,375 AF with a diversion ration of 0.802. The EBID allocation was at 98,213 AF with carryover at 18,274 AF; EPCWID Allocation was at 142,261 AF with carryover at 35,290 AF.

As of February 9, 2026, total project storage stands at 235,789 AF, with 219,579 AF in Elephant Butte and 16,210 AF in Caballo. Usable project storage was 226,063 AF; 22,274 AF was not releasable. Rio Grande Compact credit was 5,614 AF, and San Juan-Chama was 4,112 AF. Zero acre-feet have been released from Caballo in 2026. Total seasonal supply was at 203,789 AF. Net inflow into Elephant Butte was at approximately 900 AF per day.

Dr. King provided the 2026 allotment outlook; based on February 9, 2026, storage conditions and the final 2025 accounting, a hypothetical allotment analysis suggests a four-inch initial allotment, with EBID's allocation at 58,813 AF and EPCWID allocation at 66,155 AF; however, no action is recommended until an initial allotment has been

Announcements

Introduction
Of
Guests

Agenda
Approval

Minutes
Approval

Legislative
Priorities
Resolution
2026-02

MOU
with
CSAWCD

Committee
Reports

Water
Resources
Update

made.

Dr. King reviewed NRCS data for the Rio Grande Basin as of February 10, 2026: the Rio Grande Headwater was at 87% of average precipitation, the Upper Rio Grande at 68%, Rio Grande–Elephant Butte at 76%, and Rio Grande–Caballo at 87%. The snow water equivalent throughout the basin is below 50%.

The NOAA Climate Prediction Center projects below-average precipitation and above-average temperatures from March through May 2026 across the Rio Grande watershed. According to the U.S. Drought Monitor, the region remains in conditions ranging from abnormally dry to severe drought. La Niña remains present, with a high likelihood of transitioning to neutral conditions by March 2026. A critically short water supply year in 2026 is anticipated.

Financial Report

Joah Franzoy presented the financial report, noting a total of \$13,045,730 held across investments and cash in the bank as of January 31, 2026. He stated that \$1-1.5 million was moved into the investment account. To date, 83% of assessments have been collected, which is approximately \$8 million. Uncommon large payments included a \$79,194 reimbursement for the WRRRI Agricultural Water Resilience Program (AgWRP), and \$880,691 for grant purchases related to the ISC funding agreement. Auction proceeds totaled \$67,635 in January and a reimbursement of \$927,272 was received from the ISC grant. The current interest rate for January is 3.66%.

Financial
Report

Approval of 2026-03 Approval of Asset Management Plan (AMP)

Joah Franzoy presented Resolution 2026-03 which adopts the fiscal year (FY) 2025 Asset Management Plan for the District. **Vice President Daviet moved, and the motion was seconded by Secretary Garay, to approve Resolution 2026-03 to adopt the FY 2025 Asset Management Plan. Directors Garay, Crist, Tharp, Daviet, Sloan, Clayshulte Jr., Colquitt III, and Ludwig voted in favor. The motion passed unanimously.**

AMP
Approval
Resolution
2026-03

Manager's Update

Josh Smith provided the Manger's Update. He commended Marilyn Crawford for improvements in organizational efficiency and recognized Joah Franzoy for his extensive work and proactive approach in advancing District systems and planning efforts. Mr. Smith noted additional operational improvements in the District such as the implementation of an automated fuel-tracking system and progress toward a new ERP to streamline accounting functions. He reported strong engagement in legislative efforts and expanded access to state funding opportunities, noting that the District is now eligible for Water Trust Board programs and is preparing multiple major grant applications, including approximately \$15 million in proposed projects under the IRA-funded NFWF program. He also noted upcoming federal advocacy efforts planned for April in Washington, D.C.

Manger's
Update

Calendar of Events

Josh Smith presented the calendar of events:

- New Mexico Legislative Session: January 20 - February 19, 2026 in Santa Fe, NM
- Evan's Equipment Tour: February 26-27, 2026 in Missouri. Josh Smith and Joah Franzoy will travel to tour an equipment manufacturer that does frame-off restorations of Caterpillar equipment and then sells for 60¢ on the dollar. **(Approval for travel to Kansas City, Missouri for two staff for 3-4 days)**
- 2026 Groundwater Management Districts Association Winter Conference: March 2-5, 2026, in Roswell, NM. EBID has been asked to present at this conference on March 4, 2026. **(Approval for travel to Roswell, NM for one staff, one consultant, and one Board member for one day)**
- Irrigation Water Management Training: March 18-20, 2026, NMSU Campus, Las Cruces, NM. **(Approval of registration fees for five staff to attend)**
- Bureau of Reclamation Army Corps Engineers Operation Meeting: April 16, 2026 in Albuquerque, NM / Rio Grande Compact Commission Meeting: April 17, 2026 in Santa Fe, NM **(Approval for travel to Albuquerque, NM on 4/15 with subsequent travel to Santa Fe, NM on 4/17 for four Board members, three staff, one consultant, and two legal counsel)**
- 2026 Water Leaders Workshop: April 20-22, 2026, Ruidoso, NM **(Approval for travel to Ruidoso, NM for three Board members, four staff, and one consultant)**

Director Colquitt III moved, and the motion was seconded by Director Crist, to approve the aforementioned travel to include all actual expenses. Directors Garay, Crist, Tharp, Daviet, Sloan, Clayshulte Jr., Colquitt III, and Ludwig voted in favor. The motion passed unanimously.

Calendar
of
Events

2025 Board of Directors Annual Report

Marilyn Crawford presented the 2025 Board of Directors Annual Report, a compilation of board actions during the year, including water-transfer hearings, minutes, and adopted resolutions. The report will be made available on the EBID website.

2025
BOD
Annual
Report

HR/Safety Report

Delyce Maciel provided the HR and Safety update reporting that six new employees have been hired and one employee has transferred, bringing staffed positions to 88. Three additional positions remain pending and will be posted following the retirement of two employees at the end of February. The District will be closed on February 16, 2026 in observance of Presidents Day.

HR/Safety
Report

Maintenance/Project Update

Alex Rubio provided an Engineering and Maintenance update. He reported continued progress on LiDAR work, including successful flights over the Lucero Dam/Dike area to support sediment calculations. Surveying is underway at Rodey Dam and the California Project, and Freese and Nichols has initiated screen-level risk assessments (SLRAs) to help prioritize dam safety needs. The team added a new design technician, Willie Herrera, who is transitioning into design and survey roles. GIS staff developed a real-time drain-cleaning map to support ISC reporting. Construction projects in Las Cruces and Arrey are nearing completion, and multiple proposals for IRA funding are being prepared for submission by month's end.

Maint/Proj
Update

Approval of the Consent Agenda

Vice President Daviet requested that 2026-L-002 Gene and Cheri Love and 2026-L-005 David Bingham be pulled from the Consent Agenda. **Director Colquitt III moved, and the motion was seconded by Secretary Garay to approve the Consent Agenda which includes permits 2026-L-003 and 2026-L-004. Directors Garay, Crist, Tharp, Daviet, Sloan, Clayshulte Jr., Colquitt III, and Ludwig voted in favor. The motion passed unanimously.**

Approval
of Consent
Agenda

License 2026-L-002 Gene and Cheri Love

Scott Gamboa presented License 2026-L-002. **Vice President Daviet moved, and the motion was seconded by Director Sloan to approve License 2026-L-002.** Mr. Gamboa reported an existing rock wall encroachment on EBID right-of-way along the south portion of the College Lateral. The wall has been in place for approximately 43 years and

Special
Use
Permits

does not interfere with District operations. The issue surfaced during recent construction work on University Avenue. The Board discussed whether an encroachment agreement or a formal license would be the appropriate mechanism for this circumstance, noting the need for clear terms, fee structures, and consistency with District policy. Clarifications were requested regarding agreement language, term, and applicability to future property transfers. Mr. and Mrs. Love expressed their preference to purchase the encroached area to avoid future title complications. The Board will review the agreement language and work with the Land Use Committee to determine an appropriate resolution. **Vice President Daviet made a subsidiary motion to postpone approval of 2026-L-002 indefinitely; motion was seconded by Secretary Garay. Directors Garay, Crist, Tharp, Daviet, Sloan, Clayshulte Jr., Colquitt III, and Ludwig voted in favor. The motion passed unanimously.**

Action Item: Encroachment Agreement referred to the Land Use Committee for review and report back at the March 2026 Board Meeting.

License 2026-L-005 David Bingham

Scott Gamboa presented License 2026-L-005. The license is to construct, operate, and maintain one vehicle crossing and one pedestrian culvert crossing the Montoya Main Lateral. Alex Rubio noted that the license was first presented in 2023. The proposed concrete box culvert does not meet EBID Policy 1985-ENG4 as there are dewatering constraints in Sunland Park that make replacement infeasible. The item had previously been tabled amid discussions of selling or rerouting, which were ultimately opposed by the community. Staff recommended closing the open license request and denying the application. **Vice President Daviet moved, and the motion was seconded by Secretary Garay to approve License 2026-L-005. Directors Garay, Crist, Tharp, Daviet, Sloan, Clayshulte Jr., Colquitt III, and Ludwig voted NO. License 2026-L-005 David Bingham was not approved. A brief clarification was made regarding the vote. Director Ludwig noted that his intention had been to vote no, despite earlier confusion. President Rovirosa explained that the proper method to clearly vote down a motion is to make a motion to approve it and then vote against the motion, as motions phrased “to not approve” can create procedural ambiguity.**

	EBID Job #	Lic. Renew Y/N	ROU LICENSEE	ROU Land Fee (10 yr term)	ROU Land Fee Requested to be Waived? Y/N	Staff Recommend Approval? Y/N
EBID ROU LICENSE LIST - FEBRUARY 11th, 2026 BOARD MEETING						
1	2026-007	N	2026-L-002 GENE AND CHERI LOVE ENROACHMENT AGREEMENT (ROCK WALL) ON SOUTH PORTION OF THE COLLEGE LATERAL RIGHT BANK 80'x8" FROM APPROX. STA 24+50 -23+75	ENCROAHMENT AGREEMENT	N/A	Y
2	2026-010	Y 2004-242 2044-L-106	2026-L-003 JESSICA WILLIAMS TO OPERATE AND MAINTAIN AN EXSITING VEHICLE CULVERT CROSSING THE SHALEM DRAIN AT APPROXIMATE STATION 88+50	\$4,180.00	Y	Y
3	2026-011	N	2026-L-004 ROSS PREVENICIO TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED 2" NATURAL GAS LINE CROSSING THE THREE SAINTS MAIN CANAL AT APPROXIMATE STATION 872+64	\$3,800.00	Y	Y
4	2026-012	N	2026-L-005 DAVID BINGHAM TO CONSTRUCT, OPERATE AND MAINTAIN ONE VEHICLE CULVERT CROSSING AND ONE PEDESTRIAN CULVERT CROSSING THE MONTOYA MAIN CANAL AT APPROXIMATE STATIONS 325+00 AND 320+00	\$8,360.00	N	N
			TOTAL CHARGED \$ (NO LAND FEE WAIVER)	\$0.00	N	Y
			TOTAL WAIVED \$ (REQUESTING LAND FEE WAIVER)	\$7,980.00	Y	Y
			ENGINEERING NOT APPROVED \$ (PENDING EBID BOD FINAL DECISION)	\$8,360.00	N	N
			TOTAL \$	\$16,340.00		

Voluntary/Involuntary Suspension and Transfer

President Rovirosa called to order the Suspension/Transfer Hearing. AJ Carlson presented Water Right Transfer 2026-WTS-001, in which James E and Elaine Wells are transferring 0.35 acres of water rights to Wanda Bowman Credit Shelter Trust. As a result, Mr. and Mrs. Wells will no longer have water rights, and Wanda Bowman Trust will have a new total of 2.71 water-righted acres. 2026-WTS-002, in which Jerry Paul Burma is transferring 0.83 acres of water rights to Kristina McCuan. As a result, Mr. Burma will no longer have water rights, and Ms. McCuan will have a new total of 3.24 water-righted acres. There were twelve voluntary suspensions for a total of 13.10 water-righted acres to be suspended. Staff recommends approval of the transfers. **Vice President Daviet moved, Director Colquitt III seconded to approve 2026-S&T-02A and 2026-S&T-02B. Directors Garay, Crist, Tharp, Daviet, Sloan, Clayshulte Jr., Colquitt III, and Ludwig voted in favor. The motion passed unanimously.**

Motion to adjourn the Board sitting for water transfer hearing by Vice President Daviet; Secretary Garay seconded. Directors Garay, Crist, Tharp, Daviet, Sloan, Clayshulte Jr., Colquitt III, and Ludwig voted in favor. The motion passed unanimously.

Water
Transfer
Hearing

Adjourn
Water
Transfer
Hearing

Exhibit A
Elephant Butte Irrigation District

WATER RIGHT "SUSPENSION FROM /TRANSFER TO PARCEL TRANSFER ON BOARD AGENDA: February 11, 2026							
MOVE FROM:				MOVE TO:			PAGE 1
TRANSFER#	NAME	MAP-SERIAL	PARCEL	ACRES	NAME	MAP-SERIAL	PARCEL
2026-WTS-001	James E & Elaine Wells	11D-23 LT 12, S PT 11, Pt 13, 14	1514300P	0.35	Wanda Bowmand Trustee of Wanda Bowman Credit Shelter Trust	11D-71C, 7D	1420200P
2026-WTS-002	Jerry Paul Burma	2-9A2C5 TR 1	54100P	0.83	Kristina McCuan	2-9A2C1 TR 2	54450P
TOTAL ACRES PAGE 1				1.18			

KEY: WT = Volitional Transfer WRS = Stacking WTS = Volitional Transfer & Stacking

ELEPHANT BUTTE IRRIGATION DISTRICT SUSPENSION /TRANSFER HEARING February 11, 2026 MOVE FROM LAND:							
NAME	PARCEL	SUSP#	MAP SERIAL	SEC	TWN	RANGE	ACRES
VINCE M SAVAGE & DAGMAR BAUSOVA	847500P	2025-S-014	11B-48 TR 2	36	23S	1E	0.36
JESSICA & DAVID ANDREW NICHOLS	607800P	2025-S-015	20A-23 BLK 12 LT 2 TR C	23	25S	2E	0.49
FLOYD F & ARACELI D MERRELL	113550P	2025-S-016	9D-103A4 TR 1 LT B	25	23S	1E	0.99
SAPNA LLC	150750P	2025-S-017	11-183H LOT 3	31	23S	2E	5.16
CRUZ A & ANDREA ONTIVEROS	611800P	2025-S-018	20-34B	24	25S	2E	0.25
TRUSTEES of THE FIELDS REVOCALBE TRUST	1230500P	2025-S-019	17-88A TR 1	6	25S	3E	0.58
CAROLYN E GONZALES	1465700P	2025-S-020	17-45B, 55, 56, 72A3, 74 TR 10C	35	24S	2E	0.47
LOGOS DEVELOPMENT INC	1416150P	2025-S-072	11B-5A LT 10	25	23S	1E	0.1
EDDIE M & KRISTINE E ANTWINE	823175P	2025-S-073	4-50;	22	22S	1E	0.63
LUIS V RODRIGUEZ	909254P	2025-S-074	8-27F TR 2	16	23S	1E	0.5
LUPE GARCIA	1235710P	2025-S-075	11-187A1B, 188A2	35	23S	1E	1
TOMMY M & DOLORES DE LA O	62205P	2025-S-076	4-1,3A,1B,3B,2B1 LOT 1	9	22S	1E	2.57
TOTAL ACRES TO BE VOLUNTARILY & INVOLUNTARILY SUSPENDED:							13.10

Closed Session

Secretary Garay moved, and the motion was seconded by Director Colquitt III to go into closed session. Directors Garay, Crist, Tharp, Daviet, Sloan, Clayshulte Jr., Colquitt III, and Ludwig voted in favor. The motion passed unanimously.

Closed Session

Open Session

Vice President Daviet moved, and the motion was seconded by Director Colquitt III to come out of closed session. Directors Garay, Crist, Tharp, Daviet, Sloan, Clayshulte Jr., Colquitt III, and Ludwig voted in favor. The motion passed unanimously. President Rovirosa reported that no items were discussed during the Closed Session. It was further noted that the statement regarding the availability of the decision in the Water Transfer Hearing had not been provided.

Open Session

President Rovirosa called to order the Suspension/Transfer Hearing to make final statements as to the Resolution. President Rovirosa asked that Resolution be formalized as called for by Section 73-13-5 in New Mexico Statutes, and that the Secretary of the Board certify and file with the State Engineer a true copy of the Resolution and action of the Board. President Daviet also announced that if there is a protestant who disagrees with the action of the Board, they may appeal this decision directly to the District Court as provided under Section 73-13-4 of the New Mexico Statutes.

Water Transfer Hearing Follow-Up

Motion to adjourn the Board sitting for water transfer hearing by Director Colquitt III; Vice President Daviet seconded. Directors Garay, Crist, Tharp, Daviet, Sloan, Clayshulte Jr., Colquitt III, and Ludwig voted in favor. The motion passed unanimously.

Adjourn Water Transfer Hearing

Closed Session

Vice President Daviet moved, and the motion was seconded by Director Colquitt III to go into closed session. Directors Garay, Crist, Tharp, Daviet, Sloan, Clayshulte Jr., Colquitt III, and Ludwig voted in favor. The motion passed unanimously.

Closed Session

Pursuant to Section 10-15-1(H), NMSA of the New Mexico Open Meetings Act, the following topics were discussed in closed session:

- Texas v. NM (USSC)
- Discussion regarding purchase, acquisition, or disposal of real property or water rights
- Discussion regarding issuance, suspension, renewal or revocation of a license pertaining to use of EBID Property
- Limited Personnel Matters
- Other Threatened/Pending Litigation
- Pending OSE Matters
- Motion to come out of closed session

Director Ludwig moved, and the motion was seconded by Secretary Garay to come out of closed session. Directors Garay, Crist, Tharp, Daviet, Sloan, Clayshulte Jr., Colquitt III, and Ludwig voted in favor. The motion passed unanimously. President Rovirosa noted the only matters discussed in closed session were the items identified in the motion to go into closed session and that no action was taken.

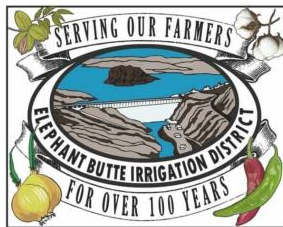
Adjournment

There being no further business, Director Clayshulte Jr. moved, and the motion was seconded by Secretary Garay to adjourn the meeting. Directors Garay, Crist, Tharp, Daviet, Sloan, Clayshulte Jr., Colquitt III, and Ludwig voted in favor. The motion passed unanimously.

Adjourn

The next meeting of the Board of Directors will be held on March 11, 2026 beginning at 9 AM at EBID office located at 530 S Melendres St., Las Cruces, NM.

Rafael Rovirosa, President	Date	Randy Garay, Secretary	Date
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EBID Board Committee for Government Affairs

Prescott K Colquitt III, Greg Daviet, Rafael Roviroso, James Sloan

Josh Smith, Skye Devore, David Lutz

Board Update

March 11, 2026

Accomplishments for 2025

The Government Affairs Committee set out to increase the visibility of EBID at the State Legislature. The Committee attended and participated in interim committee meetings, committee dinners, and reviewed and lobbied bills that had an impact on water issues important to EBID members.

EBID participated in the New Mexico Legislature Capital Outlay Program. EBID was awarded \$580,000 for safety signage, heavy equipment, and a repeater building and tower.

The Committee worked on two bills this year with success. The first was HB 111 which increased the financial penalty for illegal diversions of water. The Committee worked with OSE/ISC to explicitly exempt over-diversions from financial penalties. The second bill was HB247 which made changes to the Capital Outlay Program. This bill would have prohibited water projects from being funded through capital outlay. The Committee worked with legislators on the committee hearing this bill and successfully amended the bill to continue to allow funding of water projects.

Review the Legislative Report from Skye Devore for more information.

Plans for 2026

The Committee expects to:

- Participate and present in Interim Committee Meetings
- Improve ICIP and seek additional capital outlay funding
- Apply for funding through the Water Trust Board
- Continue to build relationships with legislators at State and Federal levels
- Organize tours for legislators
- Strengthen coalition of water managers in New Mexico through NMWRA

Legislative Report for EBID (2026)

The **2026 New Mexico Legislative Session** adjourned *sine die* on **February 19th at noon**. As this was a 30-day "short" session, the focus was primarily on the state budget and items designated by the Governor's call. The Governor now has until **March 11th at noon** to sign, veto, or pocket veto any remaining legislation.

Current Statistics for All Bills (2025 Reg)	Total	Ratio
Bills Introduced	686	100.00%
Bills Passed in 1st House	116	16.91%
Bills Passed in 2nd House	75	10.93%
Bills Sent to Governor	75	10.93%
Bills Signed into Law (as of 3/25)	24	3.50%

The 2026 New Mexico legislative session, which ran from **January 20 to February 19**, focused on leveraging the state's fiscal strength for long-term investments. Lawmakers approved a historic **\$160 million recurring increase** to solidify universal childcare, ensuring that families earning up to 600% of the federal poverty level pay no co-pays. In response to a critical doctor shortage, the legislature passed **medical malpractice reform** and authorized interstate licensing compacts for physicians and social workers to streamline hiring from other states. Public safety measures included **Senate Bill 3**, which modernized the legal definition of "harm to self and others" to allow for earlier mental health interventions, and the elimination of the statute of limitations for sex crimes committed against children.

There was a massive investment in the state's physical foundation, highlighted by the passage of **Senate Bill 2**, a **\$1.5 billion transportation bonding package** designed to address a multi-year backlog of road and bridge projects. Water security remained a primary focus, with the budget allocating **\$100 million** for the Water Project Fund and approximately **\$227 million** total for water infrastructure, aquifer mapping, and river restoration. These funds provide the **Office of the State Engineer** and local agencies with record resources to manage water shortages and implement the state's **50-Year Water Action Plan**, moving beyond short-term fixes toward sustainable resource management.

Budget & Capital Outlay

The **FY27 General Appropriation Act (HB 2)** once again represents the largest recurring budget in New Mexico's history, totaling **\$11.054 billion** in general fund spending. This record-breaking budget reflects the state's continued fiscal strength, driven largely by sustained oil and gas revenues.

- **Water Security and Infrastructure:** The budget maintains a significant focus on water management and long-term sustainability.
 - The **Office of the State Engineer (OSE)** received a recurring general fund appropriation of approximately **\$35.5 million** for water resource allocation, litigation, and program support.
 - **Special Appropriations** for water include **\$22.5 million** for Lower Rio Grande litigation and settlement implementation, **\$15 million** for Indian Water Rights settlements, and **\$13 million** for the Strategic Water Reserve.
 - **\$9 million** was allocated to the Interstate Stream Commission (ISC) for river conveyance and improvement projects along the Rio Grande, specifically for work in partnership with the **Middle Rio Grande Conservancy District (MRGCD)**.
 - Lawmakers approved a **\$100 million** transfer to the **Water Project Fund** for statewide water infrastructure projects.
- **Transportation and Energy:**
 - A massive **\$150 million** special appropriation was designated for roadway construction and maintenance across the state.
 - **\$10 million** was allocated to the Geothermal Projects Development Fund to expand state-level investments in renewable geothermal energy.
- **Education and Social Services:**
 - The budget includes a historic expansion of **Universal Childcare**, including a **\$155 million** appropriation from the Early Childhood Care and Education Program Fund for childcare assistance, contingent on the passage of SB 241.
 - Public schools received over **\$4.57 billion** in state equalization guarantee distributions to ensure a uniform system of education.

EBID received \$580,000 in funding from legislators. The listing of projects with sponsor amounts has not yet been released. This information will be provided to EBID as soon as it is available. Below is the funding by project.

Project: 572 **Roblendo Repeater Construction** \$350,000

Project: 574 **Heavy Equipment Purchases** \$50,000

Project: 573 **Safety Signage** \$180,000

Highlights of What Passed

These bills passed the House and Senate. All but one are awaiting signature by the Governor as of today.

Bill #	Title	Summary	Sponsor
HB 63	NMFA WATER PROJECT FUND PROJECTS	House Bill 63 (HB 63) authorizes the New Mexico Finance Authority to make loans or grants from the Water Project Fund for certain water projects and declares an emergency. The New Mexico Finance Authority Oversight Committee endorsed this bill.	Kathleen Cates
HB 64	PUBLIC PROJECT REVOLVING FUND APPROPRIATION	House Bill 64 (HB 64) appropriates a total of thirteen million two hundred fifty thousand dollars (\$13,250,000) from the Public Project Revolving Fund to the Drinking Water State Revolving Loan Fund, Local Government Planning Fund and Cultural Affairs Facilities Infrastructure Fund. The New Mexico Finance Authority Oversight Committee endorsed this bill.	Kathleen Cates
HB 109	WATER PROJECT FUND CHANGES	House Bill 109 (HB 109) provides criteria for prioritizing water projects pursuant to the Water Project Finance Act and allows the New Mexico Finance Authority to fund water projects from the Water Project Fund without receiving the approval of the legislature until 31 December 2028. It requires a two-thirds majority of both houses of the legislature to extend this date. <i><u>NOTE: This bill makes it easier (in theory) to obtain funds from the Water Project Fund.</u></i>	Joy Garratt
HB 111	WATER LAW VIOLATION MAXIMUM PENALTY	House Bill 111 (HB 111) increases the maximum penalty for a violation of water law <i><u>NOTE: OSE legislation that EBID supported.</u></i>	Kristina Ortez
HB 158	PLANS ON USE OF CERTAIN FUNDS	House Bill 158 (HB 158) requires state agencies to submit an accountability and evaluation plan for programs and projects that receive funding from the Government Results and Opportunity Expendable Trust (Trust) to the director of the state budget division of the Department of Finance and Administration (DFA) and the	Charlotte Little

		director of the Legislative Finance Committee (LFC).	
HB 184	INVESTMENT OF CONSERVATION & LEGACY FUNDS	House Bill 184 (HB 184) requires the conservation legacy permanent fund to be invested in accordance with the prudent investor rule; amends amounts that may be distributed from the permanent fund to the land of enchantment legacy fund and from the land of enchantment legacy fund to certain agencies, and transfers the balance of the land of enchantment legacy fund to the conservation legacy permanent fund.	Nathan Small
HB 247	CAPITAL OUTLAY CHANGES	House Bill 247 (HB 247) provides limitations and requirements for certain capital outlay projects, reauthorizations and appropriations and amends sections of Laws 2022 through 2025 to require certain unexpended General Fund capital outlay appropriations to revert to the Capital Development and Reserve Fund or the Tribal Infrastructure Project Fund. <i><u>NOTE: Original bill contained a section removing water projects from eligibility for capital outlay. This provision was removed.</u></i>	Derrick Lente
HB 248	GENERAL OBLIGATION BONDS	House Bill 247 (HB 247) authorizes the issuance and sale of capital projects general obligation bonds to make capital expenditures for senior centers statewide, higher education, libraries statewide and other purposes; provides for a property tax levy for payment of principal of, interest on and certain costs related to the bonds; requires approval of the registered voters at the 2026 general election of the state; and declares an emergency.	Derrick Lente
HB 270	CONTRIBUTION TO APPRENTICE & TRAINING PGMS.	House Bill 270 (HB 270): This bill expands mandatory apprenticeship contributions on public works projects - but sets the rate at zero for infrastructure trade classifications where no approved training program exists.	Cynthia Borrego
SB 2	STATE HIGHWAY PROJECT BONDS	Senate Bill 2 (SB 2): The proposed bill would increase revenues dedicated to road funding and expand bonding authority for state highway projects, while increasing transparency in how	Roberto (Bobby) Gonzales

		bond-financed projects are selected and prioritized.	
SB 193	ACEQUIA & DITCH INFRASTR. FUND TRANSFER	Senate Bill 193 (SB 193) increases the annual transfer from the New Mexico Irrigation Works Construction Fund to the Acequia and Community Ditch Infrastructure Fund.	Pete Campos
		Senate Bill 240 (SB 240) authorizes the issuance of severance tax bonds; makes appropriations from the General Fund and other state funds; establishes conditions for the issuance of severance tax bonds and the expenditure of severance tax bond proceeds; requires certifications to the Department of Finance And Administration; establishes conditions for the reversion of unexpended balances; makes appropriations; and declares an emergency.	
SB 240	CAPITAL OUTLAY PROJECTS	<u>NOTE: This is where our capital outlay projects live. The Governor has the power to line-item veto.</u>	Benny Shendo

Highlights of What Died

Bill #	Title	Summary	Sponsor
HB 37	MAN-MADE WATER INFRASTRUCTURE FAILURE	House Bill 37 (HB 37) amends the property tax valuation statute for land used primarily for agricultural purposes to clarify that land resting due to certain water delivery failures will continue to qualify as agricultural use. Specifically, the bill provides that when a man-made infrastructure failure in a special water district results in substantially reduced water deliveries, affected land that is temporarily rested will still be considered agricultural land for valuation purposes. HB 37 also requires special water districts to certify qualifying water scarcity conditions to county assessors. years	Kathleen Cates

HB 54	PROTESTS ON WATER REPLACEMENT WELLS	House Bill 54 (HB 54) provides that replacement wells within one hundred feet of the original well are not subject to protest. It allows an aggrieval and request for hearing to be filed.	Cathrynn Brown
HB 112	DAYLIGHT SAVING TIME YEAR-ROUND	House Bill 112 (HB 112) provides for daylight saving time as the year-round standard of time for New Mexico with a contingent effective date. It appropriates one hundred thousand dollars (\$100,000) to the Department of Information Technology.	John Block
HB 126	PROHIBIT NONDISCLOSURE & NONDISPARAGEMENT	House Bill 126 (HB 126) relates to employment and prohibits nondisclosure and nondisparagement agreements. The act amends a section of the NMSA 1978.	Reena Szczepanski
HB 164	LOBBYING ACTIVITY REPORTS	House Bill 164 (HB 164) requires a lobbying activity report on the legislation lobbied and position taken by a lobbyist and lobbyist's employer and preserves lobbying activity reports for at least ten years.	Sarah Silva
HB 214	CONSUMER INFORMATION AND DATA PROTECTION ACT	House Bill 214 (HB 214) enacts the Consumer Information and Data Protection Act (Act); provides processes for the collection and protection of data; provides duties; provides exceptions; provides investigative authority; and provides civil penalties.	Linda Serrato
HB 246	MATCHING FUNDS FOR FLOODPLAIN LAND REHAB	House Bill 246 (HB 246) appropriates sixty-two million dollars (\$62,000,000) to provide state matching funds to political subdivisions of the state that have been approved for federal assistance to acquire and rehabilitate land located in a floodplain back to its natural state.	Harlan Vincent

HJR 3	ENVIRONMENTAL RIGHTS, CA	House Joint Resolution 3 (HJR 3) proposes to amend the New Mexico Constitution, Article 2, by adding a new section that provides the people of the state with environmental rights and directs the state, counties, and municipalities to serve as trustees of the state's natural resources for the benefit of all the people.	Joanne Ferrary
SB 18	CLEAR HORIZONS & EMISSIONS CODIFICATION	Senate Bill 18 (SB 18) establishes statewide greenhouse gas emissions limits and requires greenhouse gas emissions reporting. It expands duties and powers of the Environmental Improvement Board.	Mimi Stewart
SB 39	MICROGRID OVERSIGHT ACT	Senate Bill 39 (SB 39) enacts the Microgrid Oversight Act, which provides authority for the Public Regulation Commission (PRC) to regulate microgrids. A microgrid renewable portfolio standard is created; new deadlines for development and use of renewable energy are established; and the Act prohibits rate increases due to public utilities purchasing power from microgrids.	Jeff Steinborn
SB 47	FOOD RECOVERY & COMPOSTING ACT	Senate Bill 47 (SB 47) enacts the Food Recovery and Composting Act; establishes a food recovery and composting program within the Department of Environment; creates the Food Recovery and Composting Advisory Group; imposes a surcharge on solid waste disposal; and creates the Food Recovery and Composting Fund.	Pete Campos
SB 84	SCHOOL WATER MANAGEMENT PROGRAM	Senate Bill 84 (SB 84) creates the High School Water Management and Conservation Program as a two-year pilot project; assigns duties to the Public Education Department. SB 84 makes an appropriation.	Michael Padilla

SB 98	EXEMPT JETTY JACK FROM CULTURAL PROPERTY ACT	Senate Bill 98 (SB 98) amends the Cultural Properties Act and the Cultural Properties Protection Act to explicitly exclude jetty jacks (steel structures installed for riverbank erosion control) from the definition of cultural property. By doing so, the bill clarifies that jetty jacks are not subject to cultural property designation, registration, or protection requirements under state law.	Antonio (Moe) Maestas
SB 153	PROCUREMENT CHANGES	Senate Bill 153 (SB 153) provides for various changes to procurement law, including changes to required timeframes, definitions, sealed bid procedures, purchasing authorities, exemptions, cost limits, bid procedures, sole source contracts, emergency procurements, and prepayment allowances.	Michael Padilla
SB 182	DYED DIESEL GRT DEDUCTION	Senate Bill 182 (SB 182) replaces an existing gross receipts tax credit for dyed diesel used for agricultural purposes with a new gross receipts tax deduction for dyed diesel fuel. The bill allows receipts from the sale of federally dyed diesel to be deducted from gross receipts tax through July 1, 2031, and repeals the credit enacted in 2024. SB 182 takes effect on July 1, 2026.	Joshua Sanchez
SB 195	SOIL & WATER DISTRICT TRAINING & OUTREACH	Senate Bill 195 (SB 195) appropriates one million dollars (\$1,000,000) to the Department of Finance and Administration to contract for training and outreach services for soil and water conservation districts.	Pete Campos

EBID Legislators

All House seats are up for reelection this year. Senate seats are not up for reelection until 2028. Only Representative Ferrary has stated that she is not running for reelection. March 10th is the filing deadline for candidates.

- Rep. Angelica Rubio (D) – House District 35
- Rep. Doreen Y. Gallegos (D) – House District 52
- Rep. Gail Armstrong (R) – House District 49
- Rep. Jenifer Jones (R) – House District 32
- Rep. Joanne J. Ferrary (D) – House District 37
- Rep. Micaela Lara Cadena (D) – House District 33
- Rep. Nathan P. Small (D) – House District 36
- Rep. Raymundo Lara (D) – House District 34
- Rep. Rebecca Dow (R) – House District 38
- Sen. Carrie Hamblen (D) – Senate District 38
- Sen. Crystal Diamond Brantley (R) – Senate District 35
- Sen. Jeff Steinborn (D) – Senate District 36
- Sen. Joseph Cervantes (D) – Senate District 31
- Sen. William P. Soules (D) – Senate District 37

Interim Committees to Watch

Legislative Finance Committee

Economic & Rural Development & Policy Committee

Water & Natural Resources Committee

Respectfully Submitted,



Office of the State Engineer (OSE)

Interstate Stream Compact Compliance and Water Development Program

The purpose of this program is to resolve federal and interstate water issues and develop water resources to maximize beneficial use for New Mexico.

FY27 Appropriations (Program Level)

Category	Amount (in thousands)
Personal Services & Employee Benefits	5,374.4
Contractual Services	500.0
Other	811.1
Other Financing Uses	120.0
Total Program Funding (All Sources)	25,000.0

Internal Service Funds / Interagency Transfers

Included within the program are:

- \$7,720,600 from the New Mexico Irrigation Works Construction Fund
- \$713,200 from the Improvement of Rio Grande Income Fund
- \$652,200 from the New Mexico Unit Fund
- \$100,000 from the Game Protection Fund (Ute Dam operations)
- \$82,300 from the Game Protection Fund (Eagle Nest Dam operations)

Revenue from water sales to U.S. agencies under drought agreements and compact-related reimbursements is also appropriated to this program.

Special and Supplemental Appropriations to the State Engineer

In addition to base program funding, the bill includes:

- \$2,000,000 for acequia projects (non-reverting through FY29)
- \$2,000,000 for Colorado River basin protection activities (non-reverting through FY29)
- \$2,500,000 to implement the Water Security Planning Act and fifty-year water action plan
- \$22,500,000 for depletion reductions, increased water supply, and implementation of the lower Rio Grande settlement (non-reverting through FY29)
- \$15,000,000 to support and fund Indian water rights settlements (expenditure through FY29)
- \$13,000,000 to the Strategic Water Reserve Fund

- \$1,000,000 for weather modification

Interstate Stream Commission (ISC)

The ISC operates within the Interstate Stream Compact Compliance and Water Development program described above.

Additional FY27 Special Appropriation to ISC

- \$9,000,000 to the Interstate Stream Commission for:
 - River conveyance and improvement projects along the main stem of the Rio Grande and its tributaries
 - Bosque management projects in partnership with the Middle Rio Grande Conservancy District
(Non-reverting through FY29)

Water Project Fund

The bill includes:

- \$15,000,000 to the Strategic Water Reserve Fund (administered by the State Engineer)

Additionally, funding streams supporting water development include transfers from:

- New Mexico Irrigation Works Construction Fund
- Improvement of Rio Grande Income Fund
- New Mexico Unit Fund

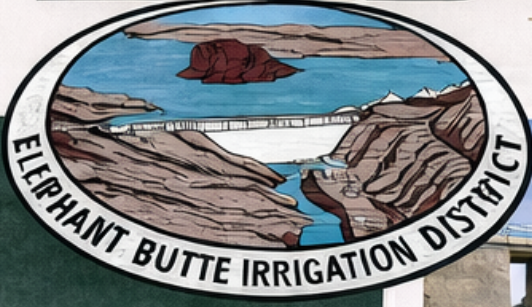
Summary Overview

For FY27, funding related to the Office of the State Engineer and Interstate Stream Commission includes:

- \$25.0 million base funding for interstate compact compliance and water development
- \$9.0 million for ISC river and bosque projects
- \$22.5 million for lower Rio Grande settlement implementation
- \$15.0 million for Indian water rights settlements
- \$13.0 million for the Strategic Water Reserve Fund
- \$2.0 million for acequia projects
- \$2.0 million for Colorado River basin protection
- \$2.5 million for Water Security Planning Act implementation
- \$1.0 million for weather modification



2026 CAPITAL OUTLAY REQUESTS



Mesilla Dam Improvement Designs

LCS ID: 570

Amount Requested:
\$90,700



Communications Building and Tower

LCS ID: 572

Amount Requested:
\$150,000



Safety Signage Construction

LCS ID: 573

Amount Requested:
\$180,000



Heavy Equipment Purchase

LCS ID: 574

Amount Requested:
\$4,500,000

ELEPHANT BUTTE IRRIGATION DISTRICT

Fiscal Year 2027
Contact: Skye Devore 505-850-6662

Capital Outlay Web Project Summary



LCS WEB ID: 574

ELEPHANT BUTTE IRRIGATION DIST HEAVY EQUIP EQUIP

Elephant Butte Irrigation District requests **\$4,500,000** to purchase heavy equipment to support water conservation, infrastructure maintenance, and public safety projects in Elephant Butte Irrigation District in Dona Ana & Sierra counties.

Project location: Elephant Butte Irrigation District

County: Sierra

Fiscal agent: Elephant Butte Irrigation District

Total amount requested this legislative session: \$4,500,000

Funded to date/secured: \$0

Total project cost: \$4,500,000

Other funding for this project:

☐ **Capital appropriations have been made for this project in previous years.**

☒ **Total project cost estimated by qualified professional(s).**

☐ **Easements, rights of way, land and property have been acquired.**

☒ **Request will fund the total project cost**

☐ **State funds will be used to match federal funds.**

☐ **LEDA Project**

Planning Phase: Planning in process

Project start date: 7/1/26 – 6/30/27 (FY 27)

Project Contact: Joah Franzoy

Title: Assistant Manager

Phone: 575-636-7863

Email: jfranzoy@ebid-nm.org

ICIP ID: 43690



Capital Outlay Web Project Summary



LCS WEB ID: 570

ELEPHANT BUTTE IRRIGATION DIST MESILLA DAM IMPROVE DESIGN

Elephant Butte Irrigation District requests **\$90,700** to plan and design improvements, automation/conservation and backup power for Mesilla Dam in Dona Ana county.

Project location: Elephant Butte Irrigation District

County: Dona Ana

Fiscal agent: Elephant Butte Irrigation District

Total amount requested this legislative session: \$90,700

Funded to date/secured: \$0

Total project cost: \$90,700

Other funding for this project:

☐ **Capital appropriations have been made for this project in previous years.**

☒ **Total project cost estimated by qualified professional(s).**

☐ **Easements, rights of way, land and property have been acquired.**

☒ **Request will fully fund a phase of the project**

☐ **State funds will be used to match federal funds.**

☐ **LEDA Project**

Planning Phase: Planning in process

Project start date: 7/1/26 – 6/30/27 (FY 27)

Project Contact: Joah Franzoy

Title: Assistant Manager

Phone: 575-636-7863

Email: jfranzoy@ebid-nm.org

ICIP ID: 43660



Capital Outlay Web Project Summary



LCS WEB ID: 572

ELEPHANT BUTTE IRRIGATION DIST ROBLENDO REPEATER CONSTRUCT CONSTRUCT

Elephant Butte Irrigation District requests **\$150,000** to construct a communications building and tower in Dona Ana county.

Project location: Elephant Butte Irrigation District

County: Dona Ana

Fiscal agent: Elephant Butte Irrigation District

Total amount requested this legislative session: \$150,000

Funded to date/secured: \$0

Total project cost: \$150,000

Other funding for this project:

☐ **Capital appropriations have been made for this project in previous years.**

☒ **Total project cost estimated by qualified professional(s).**

☒ **Easements, rights of way, land and property have been acquired.**

☒ **Request will fund the total project cost**

☐ **State funds will be used to match federal funds.**

☐ **LEDA Project**

Planning Phase: Planning and design complete

Project start date: 7/1/26 – 6/30/27 (FY 27)

Project Contact: Joah Franzoy

Title: Assistant Manager

Phone: 575-636-7863

Email: jfranzoy@ebid-nm.org

ICIP ID: 43691



Capital Outlay Web Project Summary



LCS WEB ID: 573

ELEPHANT BUTTE IRRIGATION DIST SAFETY SIGNAGE CONSTRUCT

21009 requests **\$180,000** to plan, design and construct safety signage in Dona Ana and Sierra counties.

Project location: Elephant Butte Irrigation District

County: Sierra

Fiscal agent: Elephant Butte Irrigation District

Total amount requested this legislative session: \$180,000

Funded to date/secured: \$0

Total project cost: \$180,000

Other funding for this project:

☐ Capital appropriations have been made for this project in previous years.

☒ Total project cost estimated by qualified professional(s).

☒ Easements, rights of way, land and property have been acquired.

☒ Request will fund the total project cost

☐ State funds will be used to match federal funds.

☐ LEDA Project

Planning Phase: Design in process

Project start date: 7/1/26 – 6/30/27 (FY 27)

Project Contact: Joah Franzoy

Title: Assistant Manager

Phone: 575-636-7863

Email: jfranzoy@ebid-nm.org

ICIP ID: 43706



Bill #	Title	Summary	Current Location	Sponsor
HB 2	GENERAL APPROPRIATION ACT OF 2026	House Bill 2 (HB 2) makes general appropriations and authorizes expenditures by state agencies.	PASS	Nathan Small
HB 35	LOBBYING ACTIVITY REPORTS	House Bill 35 (HB 35) requires a lobbying activity report on the legislation lobbied and position taken by a lobbyist and their employer, and requires preservation of lobbying activity reports for at least ten years.	DEAD	Sarah Silva
HB 37	MAN-MADE WATER INFRASTRUCTURE FAILURE	House Bill 37 (HB 37) amends the property tax valuation statute for land used primarily for agricultural purposes to clarify that land resting due to certain water delivery failures will continue to qualify as agricultural use. Specifically, the bill provides that when a man-made infrastructure failure in a special water district results in substantially reduced water deliveries, affected land that is temporarily rested will still be considered agricultural land for valuation purposes. HB 37 also requires special water districts to certify qualifying water scarcity conditions to county assessors. The provisions of HB 37 apply to property tax years beginning on or after January 1, 2026.	DEAD	Kathleen Cates
HB 54	PROTESTS ON WATER REPLACEMENT WELLS	House Bill 54 (HB 54) provides that replacement wells within one hundred feet of the original well are not subject to protest. It allows an aggrievance and request for hearing to be filed.	DEAD	Cathrynn Brown
HB 63	NMFA WATER PROJECT FUND PROJECTS	House Bill 63 (HB 63) authorizes the New Mexico Finance Authority to make loans or grants from the Water Project Fund for certain water projects and declares an emergency. The New Mexico Finance Authority Oversight Committee endorsed this bill.	PASS	Kathleen Cates
HB 64	PUBLIC PROJECT REVOLVING FUND APPROPRIATIONS	House Bill 64 (HB 64) appropriates a total of thirteen million two hundred fifty thousand dollars (\$13,250,000) from the Public Project Revolving Fund to the Drinking Water State Revolving Loan Fund, Local Government Planning Fund and Cultural Affairs Facilities Infrastructure Fund. The New Mexico Finance Authority Oversight Committee endorsed this bill.	PASS	Kathleen Cates
HB 109	WATER PROJECT FUND CHANGES	House Bill 109 (HB 109) provides criteria for prioritizing water projects pursuant to the Water Project Finance Act and allows the New Mexico Finance Authority to fund water projects from the Water Project Fund without receiving the approval of the legislature until 31 December 2028. It requires a two-thirds majority of both houses of the legislature to extend this date.	PASS	Joy Garratt
HB 111	WATER LAW VIOLATION MAXIMUM PENALTY	House Bill 111 (HB 111) increases the maximum penalty for a violation of water law	PASS	Kristina Ortiz
HB 112	DAYLIGHT SAVING TIME YEAR-ROUND	House Bill 112 (HB 112) provides for daylight saving time as the year-round standard of time for New Mexico with a contingent effective date. It appropriates one hundred thousand dollars (\$100,000) to the Department of Information Technology.	DEAD	John Block
HB 126	PROHIBIT NONDISCLOSURE & NONDISPARAGEMENT	House Bill 126 (HB 126) relates to employment, and prohibits nondisclosure and nondisparagement agreements. The act amends a section of the NMSA 1978.	DEAD	Reena Szczepanski
HB 131	PLANNING BUREAU IN EDD	House Bill 131 (HB 131) establishes the planning bureau within the Economic Development Department. HB 131 makes an appropriation.	DEAD	Cynthia Borrego
HB 133	GENERAL APPROPRIATION ACT OF 2026	House Bill 133 (HB 133) makes general appropriations and authorizes expenditures by state agencies.	Senate Version Passed	Nathan Small
HB 145	HIGH-WAGE JOB TAX CREDIT DATES	House Bill 145 (HB 145) extends the eligibility period for the High-Wage Jobs Tax Credit by 10 years. The bill allows employers to continue claiming the credit for qualifying new high-wage jobs created through July 1, 2036, rather than the current July 1, 2026 repeal date. No other elements of the credit structure are changed. The bill applies to taxable years beginning on or after January 1, 2026.	In Budget	Joshua Hernandez
HB 152	ENVIRONMENTAL PRODUCT DECLARATION ACT	House Bill 152 (HB 152) enacts the Environmental Product Declaration Act and creates the Environmental Product Declaration Program. It enables the Department of Environment to receive and analyze environmental product declarations and creates the Environmental Product Declaration Fund. HB 152 makes a transfer.	DEAD	Meredith Dixon
HB 154	ADVANCED ENERGY PRODUCT DEFINITION	House Bill 154 (HB 154) amends the Advanced Energy Equipment Income Tax Credit and the Advanced Energy Equipment Corporate Income Tax Credit by revising the definition of advanced energy product. The bill replaces the prior reliance on federal tax law references with a detailed state list of qualifying products and components, including solar, wind, battery, fusion, inverter technologies, and specified critical minerals. HB 154 applies to taxable years beginning on or after January 1, 2026.	PASS	Meredith Dixon
HB 155	FIREWORKS BANS, VIOLATIONS & FINES	House Bill 155 (HB 155): The proposed bill expands the authority of municipalities, counties, and the State Fire Marshal to restrict or prohibit the sale or use of fireworks based on extreme drought, dangerous weather, or environmental conditions; strengthens enforcement mechanisms; increases penalties; and funds public awareness and enforcement support.	DEAD	Meredith Dixon
HB 158	PLANS ON USE OF CERTAIN FUNDS	House Bill 158 (HB 158) requires state agencies to submit an accountability and evaluation plan for programs and projects that receive funding from the Government Results and Opportunity Expendable Trust (Trust) to the director of the state budget division of the Department of Finance and Administration (DFA) and the director of the Legislative Finance Committee (LFC).	PASS	Charlotte Little
HB 164	LOBBYING ACTIVITY REPORTS	House Bill 164 (HB 164) requires a lobbying activity report on the legislation lobbied and position taken by a lobbyist and lobbyist's employer and preserves lobbying activity reports for at least ten years.	DEAD	Sarah Silva

HB 165	PAYMENT OF CERTAIN IRB SPECIAL ASSESSMENTS	House Bill 165 (HB 165): Clarifies that special assessments imposed under the Improvement Special Assessment Act are the responsibility of the property owner or, in the case of an industrial revenue bond (IRB) lease, the lessee, and not the local government that holds title to the property.	PASS	Linda Serrato
HB 180	USE OF EMERGENCY FUNDS & DISASTERS	House Bill 180 (HB 180) clarifies the use of certain funds; authorizes expenditures for non-natural disasters from the appropriation contingency fund; renames the "federal reimbursement revolving fund" as the "executive order for disasters fund" and authorizes expenditures from that fund for a natural disaster or a state of martial law; makes conforming law; makes certain transfers, and makes appropriations.	PASS	Harlan Vincent
HB 184	INVESTMENT OF CONSERVATION & LEGACY FUNDS	House Bill 184 (HB 184) requires the conservation legacy permanent fund to be invested in accordance with the prudent investor rule; amends amounts that may be distributed from the permanent fund to the land of enchantment legacy fund and from the land of enchantment legacy fund to certain agencies, and transfers the balance of the land of enchantment legacy fund to the conservation legacy permanent fund.	PASS	Nathan Small
HB 186	TAX CREDIT FOR CONVEYANCE OF PROPERTY	House Bill 186 (HB 186) expands the state income tax credits available for the donation of land or conservation easements for conservation and preservation purposes. The bill increases the percentage of fair market value eligible for the credit, raises the maximum credit amount for new donations, makes the credit refundable, and clarifies how credits are allocated among multiple owners and business entities. HB 186 applies to taxable years beginning on or after January 1, 2026.	DEAD	Susan Herrera
HB 214	CONSUMER INFORMATION AND DATA PROTECTION ACT	House Bill 214 (HB 214) enacts the Consumer Information and Data Protection Act (Act); provides processes for the collection and protection of data; provides duties; provides exceptions; provides investigative authority; and provides civil penalties.	DEAD	Linda Serrato
HB 215	OFF-HIGHWAY VEHICLE OPERATING AUTHORIZATION	House Bill 215 (HB 215): The proposed bill authorizes local and county elected authorities to permit certain off-highway motor vehicles (OHMV's) to operate on paved streets and highways within their political boundaries, subject to safety, licensing, and insurance requirements.	DEAD	Luis Terrazas
HB 237	SMALL BUSINESS DISASTER RELIEF PROGRAM	House Bill 237 (HB 237) creates the Small Business Disaster Relief Program to provide grants to small businesses located in an area declared by the governor as a disaster. HB 237 creates the Small Business Disaster Relief Fund. HB 237 makes an appropriation.	DEAD	Anita Gonzales
HB 246	MATCHING FUNDS FOR FLOODPLAIN LAND REHAB	House Bill 246 (HB 246) appropriates sixty-two million dollars (\$62,000,000) to provide state matching funds to political subdivisions of the state that have been approved for federal assistance to acquire and rehabilitate land located in a floodplain back to its natural state.	DEAD	Harlan Vincent
HB 247	CAPITAL OUTLAY CHANGES	House Bill 247 (HB 247) provides limitations and requirements for certain capital outlay projects, reauthorizations and appropriations and amends sections of Laws 2022 through 2025 to require certain unexpended General Fund capital outlay appropriations to revert to the Capital Development and Reserve Fund or the Tribal Infrastructure Project Fund.	PASS	Derrick Lente
HB 248	GENERAL OBLIGATION BONDS	House Bill 247 (HB 247) authorizes the issuance and sale of capital projects general obligation bonds to make capital expenditures for senior centers statewide, higher education, libraries statewide and other purposes; provides for a property tax levy for payment of principal of, interest on and certain costs related to the bonds; requires approval of the registered voters at the 2026 general election of the state; and declares an emergency.	PASS	Derrick Lente
HB 268	LAND GRANT & ACEQUIA MUSEUM	House Bill 268 (HB 268) appropriates one hundred thousand dollars (\$100,000) to the Cultural Affairs Department to conduct a feasibility study for the creation of a statewide land grant and acequia museum.	DEAD	Linda Serrato
HB 270	CONTRIBUTIONS TO APPRENTICE & TRAINING PGMS.	House Bill 270 (HB 270): This bill expands mandatory apprenticeship contributions on public works projects - but sets the rate at zero for infrastructure trade classifications where no approved training program exists.	PASS	Cynthia Borrego
HB 271	OFFICE OF NATURAL RESOURCES TRUSTEE FUNDING	House Bill 271 (HB 271) appropriates one hundred million dollars (\$100,000,000) for land purchases and matching funds by the Office of Natural Resources Trustee for public purposes.	DEAD	Nathan Small
HB 280	YOUTH INTERNSHIP PILOT PROJECT	House Bill 280 (HB 280) creates the Youth Internship Pilot Project to demonstrate that paid internships for youth will support workforce development in the state; provides for grant awards to internship programs; provides for eligibility for an award; assigns duties to the Workforce Solutions Department; and makes an appropriation.	DEAD	Cristina Parajon
HB 314	ZERO-INTEREST LOANS FOR FLOOD DAMAGE	House Bill 314 (HB 314) requires the local government division of the Department of Finance and Administration (DFA) to provide zero-interest loans to political subdivisions of the state for projects to replace or repair public infrastructure damaged by flooding or debris flows or projects to remove debris accumulations attributable to the storm event on October 19, 2024; requires approval for federal assistance funding; requires reimbursement contracts; and makes an appropriation.	DEAD	Mark Murphy
HB 319	SOLID WASTE SURCHARGE	House Bill 319 (HB 319) imposes a surcharge on solid waste disposal to support grants available under the Recycling, Circular Economy and Illegal Dumping Act. It clarifies that food recovery, composting and organic waste reduction initiatives are eligible for grants under the Recycling, Circular Economy and Illegal Dumping Act and distributes the revenue attributable to the surcharge to the Recycling and Illegal Dumping Fund.	DEAD	Kristina Ortiz
HB 326	PRODUCED WATER FACILITY INSURANCE	House Bill 326 (HB 326) requires the owner or operator of a produced water facility seeking authorization for the treatment, reuse, discharge or transport of produced water to acquire insurance and provides for joint and several liability.	DEAD	Debra Sarinana

HB 327	TIME PERIOD FOR PRODUCED WATER WELL DECISIONS	House Bill 327 (HB 327) requires the Oil Conservation Division of the Energy, Minerals and Natural Resources Department to review, grant, grant subject to conditions or deny applications for permits for produced water disposal wells within a specified time period.	DEAD	Jonathan Henry
HM 21	NEW MEXICO FOOD & FARMS DAY	House Memorial 21 (HM 21) celebrates community food and farm initiatives in New Mexico by declaring January 30, 2026, "New Mexico Food and Farms Day" in the state House of Representatives and by honoring seven award winners.	PASS	Joanne Ferrary
HJR 3	ENVIRONMENTAL RIGHTS, CA	House Joint Resolution 3 (HJR 3) proposes to amend the New Mexico Constitution, Article 2, by adding a new section that provides the people of the state with environmental rights and directs the state, counties, and municipalities to serve as trustees of the state's natural resources for the benefit of all the people.	DEAD	Joanne Ferrary
SB 2	STATE HIGHWAY PROJECT BONDS	Senate Bill 2 (SB 2): The proposed bill would increase revenues dedicated to road funding and expand bonding authority for state highway projects, while increasing transparency in how bond-financed projects are selected and prioritized.	PCH	Roberto (Bobby) Gonzales
SB 18	CLEAR HORIZONS & EMISSIONS CODIFICATION	Senate Bill 18 (SB 18) establishes statewide greenhouse gas emissions limits and requires greenhouse gas emissions reporting. It expands duties and powers of the Environmental Improvement Board.	DEAD	Mimi Stewart
SB 39	MICROGRID OVERSIGHT ACT	Senate Bill 39 (SB 39) enacts the Microgrid Oversight Act, which provides authority for the Public Regulation Commission (PRC) to regulate microgrids. A microgrid renewable portfolio standard is created; new deadlines for development and use of renewable energy are established; and the Act prohibits rate increases due to public utilities purchasing power from microgrids.	DEAD	Jeff Steinborn
SB 47	FOOD RECOVERY & COMPOSTING ACT	Senate Bill 47 (SB 47) enacts the Food Recovery and Composting Act; establishes a food recovery and composting program within the Department of Environment; creates the Food Recovery and Composting Advisory Group; imposes a surcharge on solid waste disposal; and creates the Food Recovery and Composting Fund.	DEAD	Pete Campos
SB 76	EXPAND GAS & SPECIAL FUELS TAXES	Senate Bill 76 (SB 76) increases both the gasoline tax and the special fuel excise tax by raising the per-gallon tax rates imposed on fuel received or used in New Mexico. The bill increases the gasoline tax \$0.06 per gallon and the special fuel excise tax \$.05 per gallon. SB 76 takes effect on July 1, 2026.	DEAD	Roberto (Bobby) Gonzales
SB 77	APPRENTICE & TRAINING PROGRAM CONTRIBUTIONS	Senate Bill 77 (SB 77) requires contributions to apprentice and training programs or the Public Works Apprentice and Training Fund for public works construction projects. SB 77 provides an exception for projects in a craft or trade that is not recognized as apprenticeable.	DEAD	Michael Padilla
SB 83	ACCELERATING RESILIENCE INNOVATIONS DRYLANDS	Senate Bill 83 (SB 83) makes an appropriation to the University of New Mexico for the Accelerating Resilience Innovations in the Drylands Institute.	DEAD	Pete Campos
SB 84	SCHOOL WATER MANAGEMENT PROGRAM	Senate Bill 84 (SB 84) creates the High School Water Management and Conservation Program as a two-year pilot project; assigns duties to the Public Education Department. SB 84 makes an appropriation.	DEAD	Michael Padilla
SB 92	CONSTRUCTION MATERIALS GROSS RECEIPTS	Senate Bill 92 (SB 92) creates a new Gross Receipts Tax deduction for receipts from the sale of construction materials and labor used to develop affordable housing multifamily residential housing projects. The deduction would apply only when the materials and labor are sold to a qualifying grantee under the Affordable Housing Act and used to develop multifamily residential housing that will serve low- or moderate-income households. The bill limits availability of the deduction to receipts prior to July 1, 2033, and requires the deduction to be reported in the state's tax expenditure budget. SB 232292 takes effect on July 1, 2026.	In Tax Package	Michael Padilla
SB 95	PROHIBIT ANTISEMITIC DISCRIMINATION	Senate Bill 95 (SB 95): To explicitly prohibit antisemitic discrimination under the Human Rights Act and ensure that discrimination against Jewish people is recognized, prevented, and remedied using existing civil rights enforcement mechanisms.	DEAD	Craig Brandt
SB 97	TECH QUALIFIED EXPENDITURE	Senate Bill 97 (SB 97) makes changes to New Mexico's Technology Jobs and Research and Development Tax Credit to broaden eligibility and increase flexibility in how the credit may be used. The bill expands qualifying expenditures to include certain research and development costs associated with industrial revenue bond (IRB) projects, extends the time period for using unused credits, and allows credits to be transferred to other taxpayers. SB 97 applies to taxable years beginning on or after January 1, 2026.	DEAD	Michael Padilla
SB 98	EXEMPT JETTY JACK FROM CULTURAL PROPERTY ACT	Senate Bill 98 (SB 98) amends the Cultural Properties Act and the Cultural Properties Protection Act to explicitly exclude jetty jacks (steel structures installed for riverbank erosion control) from the definition of cultural property. By doing so, the bill clarifies that jetty jacks are not subject to cultural property designation, registration, or protection requirements under state law.	DEAD	Antonio (Moe) Maestas
SB 108	REGIONAL FARM TO FOOD BANK PROGRAM	Senate Bill 108 (SB 108) appropriates two million dollars (\$2,000,000) for the Regional Farm to Food Bank Program. It declares an emergency.	DEAD	Elizabeth (Liz) Stefanics
SB 109	ABANDONED UTILITY TRANSITION COST RECOVERY	Senate Bill 109 (SB 109) provides that a utility that is abandoning or that has abandoned a generating facility will not be eligible to apply to recover energy transition costs if the utility constructs new natural gas resources.	DEAD	Harold Pope
SB 110	BOSQUE MANAGEMENT PROJECTS	Senate Bill 110 (SB 110) appropriates fifteen million dollars (\$15,000,000) to the Interstate Stream Commission for Bosque Management Projects.	DEAD	Elizabeth (Liz) Stefanics
SB 113	AGRICULTURAL BIOMASS TAX CREDIT AMOUNTS	Senate Bill 113 (SB 113) increases both the agricultural biomass income tax credit and the agricultural biomass corporate income tax credit by doubling the credit amount per wet ton of agricultural biomass transported from a dairy or feedlot to a qualifying facility. The bill raises the credit from \$5 to \$10 per wet ton while keeping the existing statewide annual cap in place. SB 113 applies to taxable years beginning on or after January 1, 2026.	DEAD	Antonio (Moe) Maestas

SB 119	CREATE DEMOLITION FUND	Senate Bill 119 (SB 119): This proposed bill addresses unsafe, condemned, and severely deteriorated residential properties by creating a permanent demolition fund that supports local governments and eligible property owners in removing blighted structures, improving public safety, and facilitating redevelopment.	DEAD	Antonio (Moe) Maestas
SB 122	PRIVATE DRINKING WATER WELL OWNER SUPPORT	Senate Bill 122 (SB 122) appropriates six million dollars (\$6,000,000) to expand the supports available to owners of private drinking water wells.	DEAD	Pete Campos
SB 128	PUBLIC LAND DISCLOSURE & ACCOUNTABILITY ACT	Senate Bill 128 (SB 128): The proposed bill is introduced to increase transparency and accountability in the ownership and use of publicly owned land in metropolitan areas, reduce long-term vacancy and underutilization, and stimulate economic development, housing production, and growth of the tax base through required disclosure and disposition of unused public land.	DEAD	Antonio (Moe) Maestas
SB 143	UPDATE CERTAIN AGRICULTURAL FEES	Senate Bill 143 (SB 143) increases fees for certain New Mexico Department of Agriculture regulatory duties.	PASS	Pat Woods
SB 153	PROCUREMENT CHANGES	Senate Bill 153 (SB 153) provides for various changes to procurement law, including changes to required timeframes, definitions, sealed bid procedures, purchasing authorities, exemptions, cost limits, bid procedures, sole source contracts, emergency procurements, and prepayment allowances.	DEAD	Michael Padilla
SB 182	DYED DIESEL GRT DEDUCTION	Senate Bill 182 (SB 182) replaces an existing gross receipts tax credit for dyed diesel used for agricultural purposes with a new gross receipts tax deduction for dyed diesel fuel. The bill allows receipts from the sale of federally dyed diesel to be deducted from gross receipts tax through July 1, 2031, and repeals the credit enacted in 2024. SB 182 takes effect on July 1, 2026.	DEAD	Joshua Sanchez
SB 187	NMFA WATER PROJECT FUND	Senate Bill 187 (SB 187) appropriates two hundred twenty-two million dollars (\$222,000,000) to the Department of Finance and Administration for the New Mexico Finance Authority's Water Project Fund	DEAD	Pete Campos
SB 193	ACEQUIA & DITCH INFRASTRUCTURE FUND TRANSFER	Senate Bill 193 (SB 193) increases the annual transfer from the New Mexico Irrigation Works Construction Fund to the Acequia and Community Ditch Infrastructure Fund.	PASS	Pete Campos
SB 195	SOIL & WATER DISTRICT TRAINING & OUTREACH	Senate Bill 195 (SB 195) appropriates one million dollars (\$1,000,000) to the Department of Finance and Administration to contract for training and outreach services for soil and water conservation districts.	DEAD	Pete Campos
SB 209	FINANCIAL ASSURANCE FOR RENEWABLE ENERGY	Senate Bill 209 (SB 209) requires financial assurance for renewable energy facilities; provides authority to manage financial assurance for renewable energy facilities; and creates the Renewable Energy Decommissioning Fund.	DEAD	Gabriel Ramos
SB 213	INDEX GAS, WEIGHT & SPECIAL FUELS TAXES	Senate Bill 213 (SB 213) indexes the Gasoline Tax, Weight Distance Tax, and Special Fuel Excise Tax to inflation beginning in Fiscal Year 2029 (FY29). The bill maintains current tax rates through FY28 and then requires annual rate adjustments based on changes in the consumer price index, with a floor to prevent rate decreases.	DEAD	George Munoz
SB 240	CAPITAL OUTLAY PROJECTS	Senate Bill 240 (SB 240) authorizes the issuance of severance tax bonds; makes appropriations from the General Fund and other state funds; establishes conditions for the issuance of severance tax bonds and the expenditure of severance tax bond proceeds; requires certifications to the Department of Finance And Administration; establishes conditions for the reversion of unexpended balances; makes appropriations; and declares an emergency.	PASS	Benny Shendo
SB 260	WORKFORCE EDUCATION TAX CREDIT	Senate Bill 260 (SB 260) creates the Workforce Education Corporate Income Tax Credit, allowing corporate taxpayers to claim a credit for donations made to public post-secondary educational institutions or school districts to fund workforce education programs. The credit equals 75% of the donated amount and is transferable. The credit applies to taxable years beginning on or after January 1, 2026, and is available for donations made prior to January 1, 2029.	DEAD	George Munoz
SM 18	STUDY MINIMUM WAGE & CAPITAL OUTLAY	Senate Memorial 18 (SM 18) requests the Department of Finance and Administration, the Department of Transportation and the Workforce Solutions Department to convene a task force to study the impact of the Public Works Minimum Wage Act on the cost of public works and capital outlay projects in New Mexico.	DEAD	Larry Scott



NEW MEXICO
FINANCE AUTHORITY



**Report to
New Mexico Finance Authority Oversight Committee**

Overview and Status of the Water Trust Board

**Marquita D. Russel, CEO
Fernando Martinez, Deputy
Donnie Quintana, Project Oversight Manager**

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July 10, 2025

- ❑ **Kathy Keith, Chair**
- ❑ **Martin Suazo, Vice Chair**
- ❑ **AJ Forte, Secretary**
Executive Director, New Mexico Municipal League
- ❑ **Rob Black**
Secretary, NM Economic Development Dept
- ❑ **Andrew Burke**
- ❑ **Teresa Costantinidis**
Senior Vice President for Finance & Administration
University of New Mexico
- ❑ **Joy Esparsen**
Executive Director, New Mexico Counties
- ❑ **Melanie Kenderdine**
Secretary, Energy, Minerals and Natural Resources
- ❑ **James Kenney**
Secretary, NM Environment Dept
- ❑ **Ronald Lovato**
- ❑ **Wayne Propst**
Secretary, NM Dept of Finance & Administration
- ◆ Broad-based finance agency created in 1992 as a government instrumentality; staffed with 75 finance professionals (budgeted for 80 FTEs in FY2026 budget)
- ◆ Governed by an 11-member independent Board
 - ❑ Approves rules, policies, and projects
 - ❑ Oversees operations and approves budget
 - ❑ Active Committee process provides high level of oversight of NMFA's diverse and complex operations
- ◆ Expansive programming and service to New Mexico
 - ❑ Authorized to operate 27 programs through 13 Acts
 - ❑ New Mexico Finance Authority Act (§6-21-2):
 - Purpose: "...to coordinate the planning and financing of state and local public projects ... and to improve cooperation among the executive and legislative branches of state government and local governments in financing public projects."
 - ❑ Statewide Economic Development Finance Act (§6-25-6):
 - Purpose: financing projects and to achieve economic development goals of the state
- ◆ Administrator of four other Boards and their respective committees and one Executive Task Force
- ◆ Overseen by 24-Member NMFA Oversight Committee

Statutory Authority

3

Active?	Funded	FY	Program Name	Enabling Act	Statute	Policy Partner
✓	✓	1992	Public Project Revolving Fund	New Mexico Finance Authority Act	6-21-6.0	Legislature
✓		1994	Primary Care Capital Fund	Primary Care Capital Funding Act	24-1C-4	DOH
✓	annually	1997	Drinking Water State Revolving Loan Fund	Drinking Water State Revolving Loan Fund Act	6-21A-4	NMED
		1999	Water and Wastewater Grant Fund	New Mexico Finance Authority Act	6-21-6.3	Legislature
✓	annually	2001	Water Project Fund	Water Project Finance Act	72-4A-9	WTB/Leg
✓	✓	2002	Local Government Planning Fund	New Mexico Finance Authority Act	6-21-6.4	Various
✓		2003	Economic Development Revolving Fund (Smart Money)	Statewide Economic Development Finance Act	6-25-6.1	NMEDD
✓	✓	2003	Child Care Revolving Loan Fund	Child Care Facility Loan Act	24-24-4.0	ECECD
		2004	Acequia Project Fund	Water Project Finance Act	72-4A-9.1	WTB/ISC/Leg
✓		2004	Behavioral Health Capital Fund	Behavioral Health Capital Funding Act	6-26-4	HCA
✓		2005	Energy Efficiency & Renewable Energy Bonding Act	New Mexico Finance Authority Act	6-21D-5	EMNRD
		2005	Local Transportation Infrastructure Fund	New Mexico Finance Authority Act	6-21-6.8	DOT
✓	✓	2006	New Markets Tax Credit	Statewide Economic Development Finance Act	6-25-6.1	FNM/NMEDD
		2007	Local Government Transportation Fund	New Mexico Finance Authority Act	6-21-6.12	DOT
✓	annually	2010	Colonias Infrastructure Project Fund	Colonias Infrastructure Finance Act	6-30-1.0	CIB
✓	✓	2011	Collateral Support Participation Program	Statewide Economic Development Finance Act	6-25-13	NMEDD
✓		2021	Essential Services Working Capital Program	Statewide Economic Development Finance Act	6-25-13	NMEDD
✓		2021	New Markets Tax Credit Small Loan Pool	Statewide Economic Development Finance Act	6-21-6.12	FNM/NMEDD
✓		2021	Small Business Recovery Loan Fund	Small Business Recovery Act of 2020	6-32-1	Legislature
		2021	New Mexico LEDA Recovery Grants	Local Economic Development Act	5-10-16	NMEDD/Leg
✓		2022	Cannabis Microbusiness Program	Statewide Economic Development Finance Act	6-25-6	RLD/NMEDD
✓	✓	2022	Venture Capital Fund	Venture Capital Program Act	6-33-3	(NMEDD)
✓	✓	2022	Charter School Facility Revolving Fund	Charter School Facility Improvement Act	6-21-6.16	(PSCOC)
✓	✓	2022	Opportunity Enterprise Revolving Fund	Opportunity Enterprise and Housing Development Act	6-34-12	OE&HDB
✓	✓	2024	SSBCI Capital Access Program	Statewide Economic Development Finance Act	6-25-6	NMEDD
✓	✓	2024	Housing Development Revolving Fund	Opportunity Enterprise and Housing Development Act	6-34-1	OE&HDB
✓	✓	2025	Local Solar Access Fund	Local Solar Access Fund	HB 128	EMNRD

- ❑ **Elizabeth Anderson, Chair**, NM State Engineer
 - ❑ **A.J. Forte, Vice Chair**, NM Municipal League
 - ❑ **Michael Sloane, Secretary**, NM Dept. of Game & Fish
 - ❑ **Mark Thompson, Treasurer**, Indian Affairs Dept. Appointee
 - ❑ **Greg Alpers**, Irrigation/Conservancy District - Surface Water
 - ❑ **Joy Esparsen**, New Mexico Counties
 - ❑ **Melanie A. Kenderdine**, Energy, Minerals & Natural Resources
 - ❑ **James Kenney**, NM Environment Dept
 - ❑ **Priscilla Lucero**, Environmental Community Representative
 - ❑ **Timothy McGinn**, Irrigation/Conservancy District – Ground Water
 - ❑ **Dr. Buu Nygren**, President of the Navajo Nation
 - ❑ **Wayne Propst**, NM Dept of Finance & Administration
 - ❑ **Marquita Russel**, NM Finance Authority
 - ❑ **Brent Van Dyke**, Soil & Water Conservation District
 - ❑ **Jeff Witte**, Department of Agriculture
 - ❑ Vacant, Acequia Water Users
- ◆ Created in 2001. NMFA serves as staff to the 16-member board and administers the Water Project Fund
 - ◆ Board's duties are to authorize NMFA to make loans and grants to six types of water projects: 1) Storage, conveyance or delivery of water to end users; 2) Federal Endangered Species Act implementation projects; 3) Restoration and management of watersheds; 4) Flood prevention; 5) Water conservation or recycling, treatment or reuse of water; and 6) Wastewater Projects
 - ◆ The Act created two funds:
 - ❑ Water Trust Fund, an SIC-managed permanent fund, that makes annual distributions to the Water Project Fund
 - ❑ Water Project Fund, created in the NMFA, which is used to make grants and loans recommended by the Water Trust Board and authorized by the Legislature.
 - The Water Project Fund receives annual distributions from the Water Trust Fund and a net 8.1% earmark of senior severance tax bonds
 - ◆ In 2024, HB 211 authorized NMFA to use Water Project Funds to hire contractors to provide technical assistance and capacity development. The WTB and NMFA have approved two uses of these fund: 1) facilitation of regionalization and 2) small-system planning

WTB Project Evaluation and Prioritization

- ❑ Primary responsibility of the Water Trust Board is to recommend projects for funding to the Legislature and the NMFA
- ❑ Since the 2017 application cycle, the WTB has relied upon comprehensive policies and evaluation criteria to prioritize project applications and set conditions for funding
- ❑ A six-agency Project Management Team evaluates applications and recommends prioritization to the WTB
 - ❑ Watershed projects reviewed by ENMRD, NMED, and Dept. of Agriculture – scores averaged
 - ❑ All others evaluated by NMED or NMFA
 - ❑ Evidence of appropriate planning required for all design and/or construction projects
- ❑ Funding recommendations made in priority order by project type within WTB Policy Targets

	Policy Target	2023	2024	2025
Conservation, Treatment, Reuse	15% - 30%	10%	18%	9%
Flood Prevention	Up to 10%	10%	7%	12%
Storage, Delivery, Conveyance	50% - 75%	75%	75%	78%
Watershed Restoration & Mgmt	Up to 5% (from 10 - 20%)	5%	1%	1%
Wastewater Collection and Treatment	15% - 30%	n/a	n/a	n/a
Endangered Species Act	Up to 5%	0%	0%	0%
Authorizations as a % of Expected Funding		121%	207%	157%

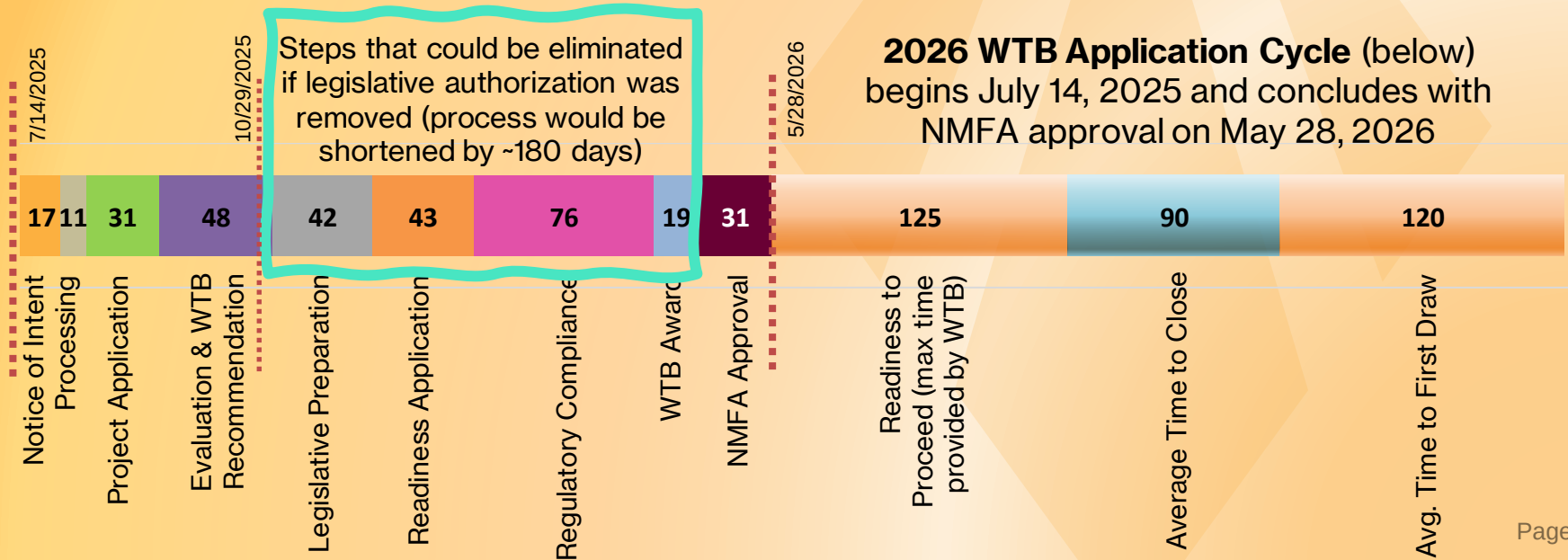
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Effective June 25, 2025

- ❑ The annual Water Trust Board application cycle has been operated in the same manner and by the same personnel since the 2018 application cycle with policy and application procedures reviewed and refined annually.
- ❑ The annual application cycle has multiple phases that typically occurs over 18-24:
 - ❑ Notice of Intent - which allows NMFA to gauge volume of applications (key for estimating the number of days needed for applicant presentations) and provides access to the on-line application.
 - ❑ Project Application – used by evaluation team to vet and prioritize applications
 - ❑ Legislative Authorization – typically begins 2-3 months after the Water Trust Board makes its recommendation and lasts 30 or 60 days
 - ❑ Readiness Application – begins approximately one month after the Water Trust Board makes its recommendation to the Legislature and lasts an average of 6 weeks
 - ❑ Regulatory Compliance – provides applicants an opportunity to update project information that may have changed since application was submitted and allows agencies to determine regulatory/policy compliance
 - ❑ Water Trust Board Award – made in order applications were prioritized in the fall, bypassing projects only for regulatory/policy non-compliance and lack of funding
 - ❑ NMFA Approval – final terms of grants and loans recommended by the WTB and authorized by the Legislature
 - ❑ Readiness to Proceed – clients have up to 4 months to submit all conditions of closing
 - ❑ Closing – typically occurs in 3 to 4 months
 - ❑ First draw typically occurs within 120 days of closing

Prior to the 2018 application cycle, applications were either not fully vetted and/or prioritized before legislative authorization. In many years, all complete applications from qualified entities for qualified projects were presented for legislative authorization without complete vetting.

Full vetting of applications prior to the NMFA Oversight Committee Meeting endorsement consideration requires that the application start date occur approximately 3 ½ months before the last NMFA Oversight Committee Meeting.



- ❑ \$157,845,329 was available for awards from Severance Tax Bond earmarks and Water Trust Fund Distribution.
- ❑ The Legislature also appropriated \$200 million in general funds for projects authorized in 2025 and 2026
- ❑ In April, the WTB recommended to NMFA that it make awards to 60 applicants from the 2025 Application Cycle totaling \$146,603,384
 - ❑ 42 Water Storage, Conveyance, and Delivery Projects totaling \$97,917,033
 - ❑ 12 Flood Control Projects totaling \$29,801,138
 - ❑ 3 Water Conservation, Treatment & Reuse Projects totaling \$16,985,213
 - ❑ 3 Watershed Restoration and Management Projects totaling \$1,900,000
- ❑ 42 of the recommended projects include construction in the project scope
- ❑ 2 projects were recommended for smaller scopes because of project readiness
 - ❑ Bosque Gardens requested \$3.225 million for Design and Construction: \$553,924 recommended for design only
 - ❑ Storrie Water Users Association requested \$18 million for Design and Construction: \$2.35 million recommended for Design only
- ❑ The WTB will make a 2nd set of recommendations to NMFA in August -- 10-15 projects are expected to receive awards totaling \$35 - \$45 million. These projects were not eligible for awards in May because they did not meet regulatory compliance – primarily due to late audits.

Phase I: Project Prioritization and Legislative Authorization

Notice of Intent	July 14 - 31, 2025
Project Application Training	August 5, 2025
Project Application Open	August 11 - September 11, 2025
Consideration of Policy Waivers	October 1, 2025
Applicant Project Presentations	October 1 - 2, 2025
WTB Recommendations for Legislative Authorization	October 29, 2025
<i>NMFA OC Meeting to Consider Project Endorsement</i>	<i>November 2, 2025</i>

Phase II: Readiness and Selection

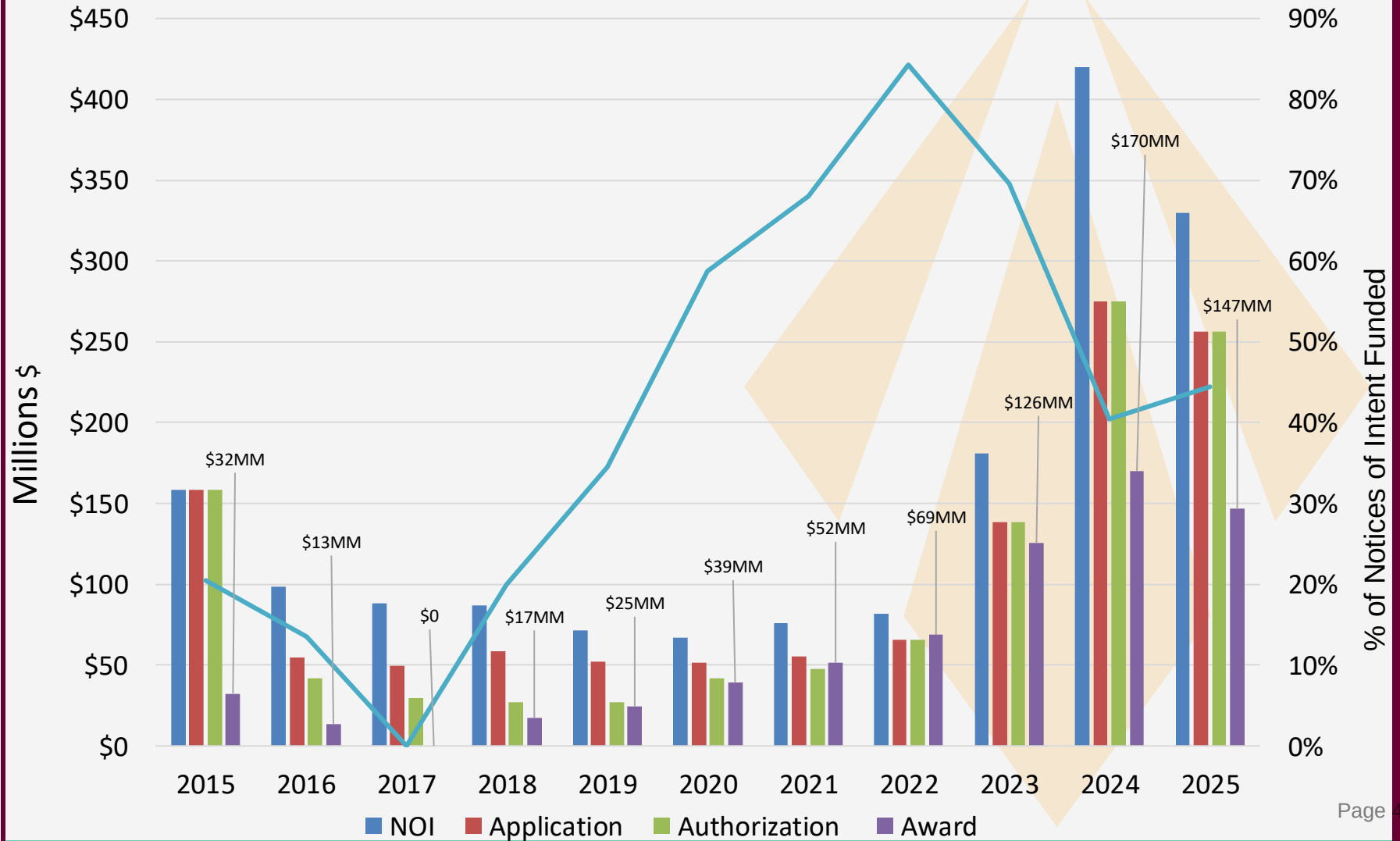
Readiness Application Training	December 8, 2025
Readiness Application Open	December 10, 2025 - January 22, 2026
Consideration of Regulatory Compliance Waivers	April 2, 2026
WTB Funding Recommendations to NMFA	April 26, 2026

Phase III: Securing Funding

NMFA Funding Awards	May 28, 2026
2026 WTB Awardees Training	June 3, 2026
Readiness to Proceed Deadline	September 20, 2026

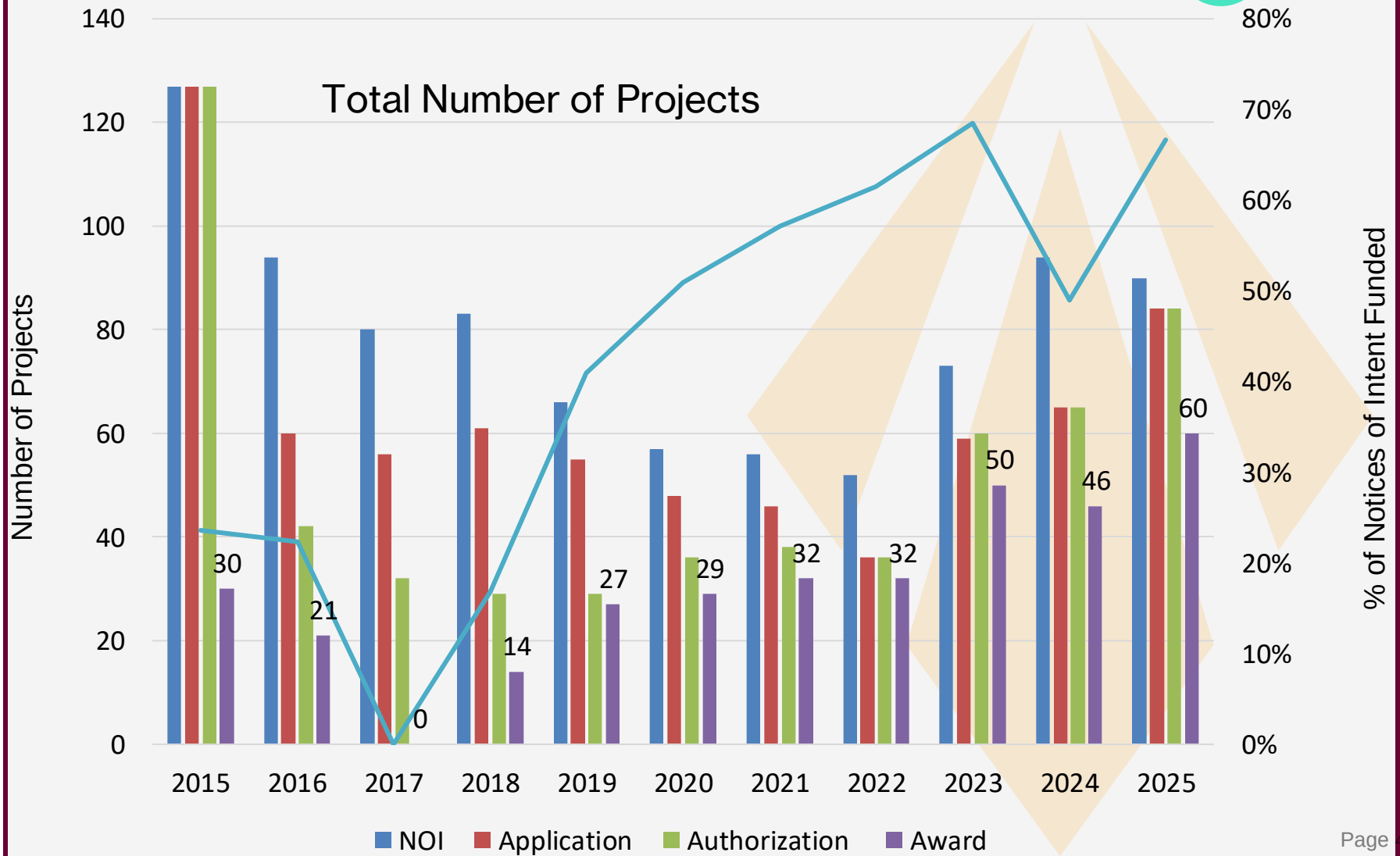
- ◆ NMFA Operates the Water Trust Board primarily from a team of two highly experienced professionals that also oversee the activities of the Colonias Infrastructure Board and funding of the Colonias Infrastructure Project Fund
 - ❑ Legislative authorization of Water Trust Board projects constrains the capacity of the team
- ◆ In addition to collecting readiness to proceed and coordinating the closing, NMFA staff oversee the completion of the construction project with assistance from a technical contractor, historically NMED's Construction Program and more recently from ERG Engineering. Project oversight includes:
 - ❑ Determination of adequacy of plans and specs
 - ❑ Budget review and management
 - ❑ Change Order review and approval
 - ❑ Construction Oversight
 - ❑ Review of Quarterly Reports
 - ❑ Site visits from newly recreated NMFA Project Oversight Team (headed by Donnie Quintana) for projects not meeting identified milestones

Total Funding Need by Dollars



Funding Availability and Need

12



Water Trust Board Awards by Applicant Type

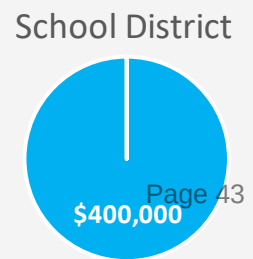
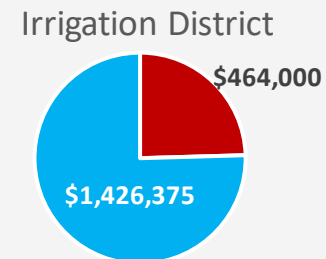
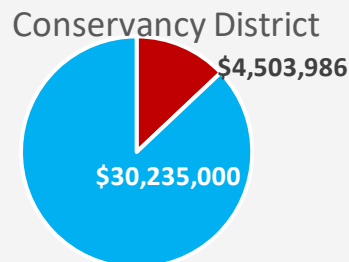
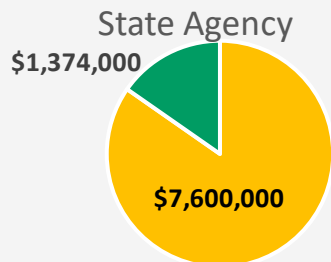
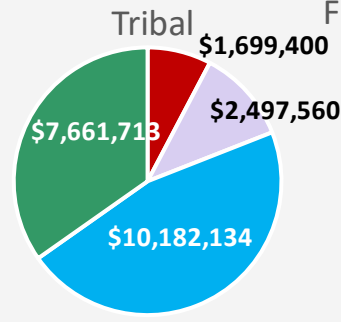
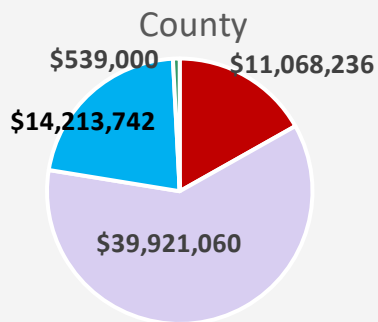
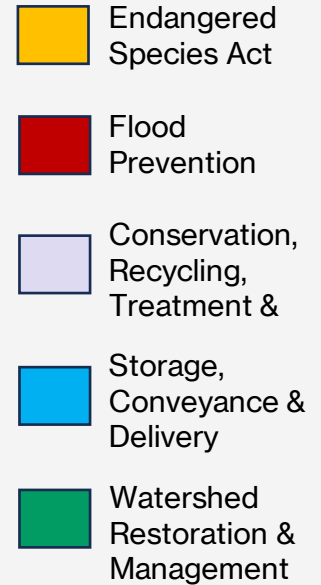
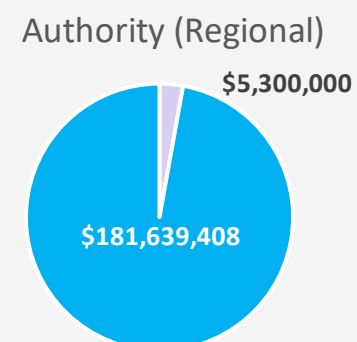
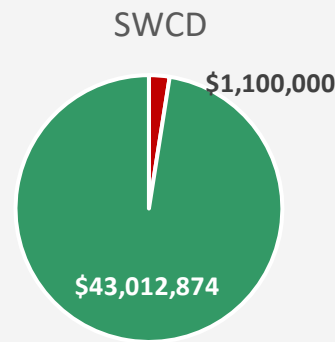
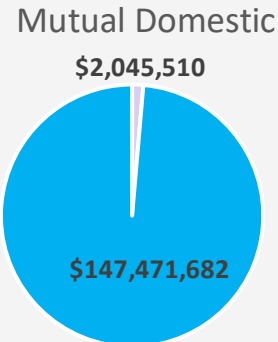
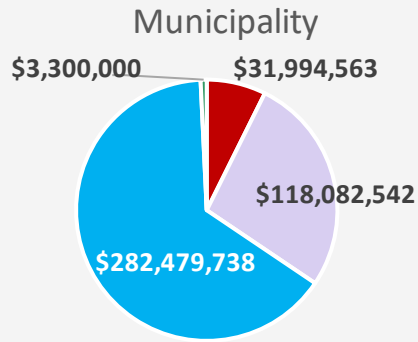
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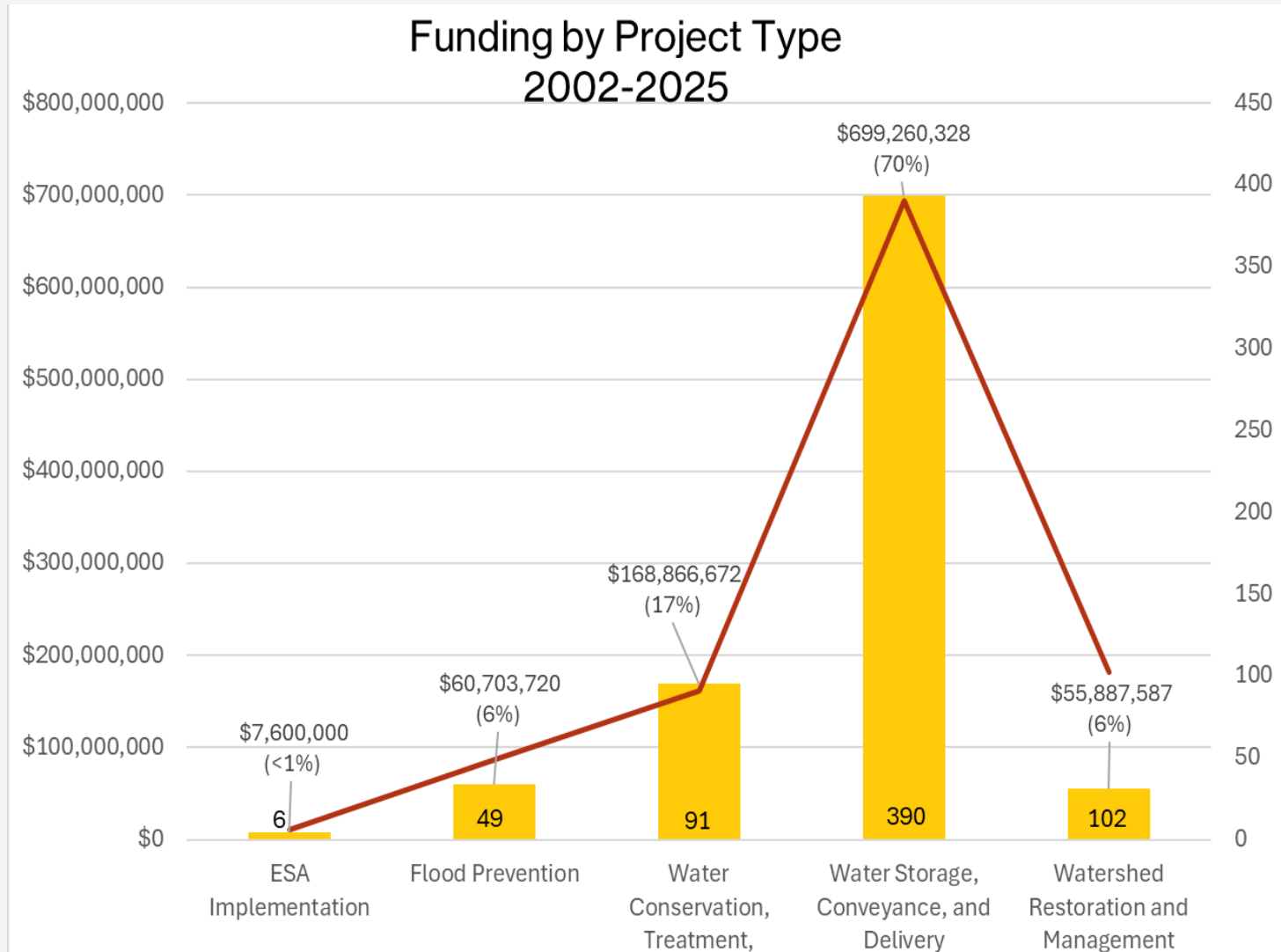
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Client type	Entities		Awards		Amount		Average Award	
Municipality	64	31%	227	36%	\$	435,856,843	44%	\$ 1,920,074
Mutual Domestic	73	36%	155	24%	\$	149,517,192	15%	\$ 964,627
SWCD	18	9%	85	13%	\$	44,112,874	4%	\$ 518,975
Authority (Regional)	5	2%	45	7%	\$	186,939,408	19%	\$ 4,154,209
County	12	6%	37	6%	\$	65,742,038	7%	\$ 1,776,812
WSD	10	5%	33	5%	\$	32,202,250	3%	\$ 975,826
Tribal	11	5%	22	3%	\$	22,040,807	2%	\$ 1,001,855
Flood Control Authority	2	1%	10	2%	\$	8,883,535	1%	\$ 888,354
State Agency	3	1%	9	1%	\$	8,974,000	1%	\$ 997,111
Conservancy District	2	1%	7	1%	\$	34,738,986	4%	\$ 4,962,712
Acequia	3	1%	5	1%	\$	1,890,375	0%	\$ 378,075
Irrigation District	1	0%	2	0%	\$	1,020,000	0%	\$ 510,000
School District	1	0%	1	0%	\$	400,000	0%	\$ 400,000
TOTAL through May 2025	205		638		\$	992,318,307		\$ 1,555,358

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Amount of Project Funding by Applicant Type

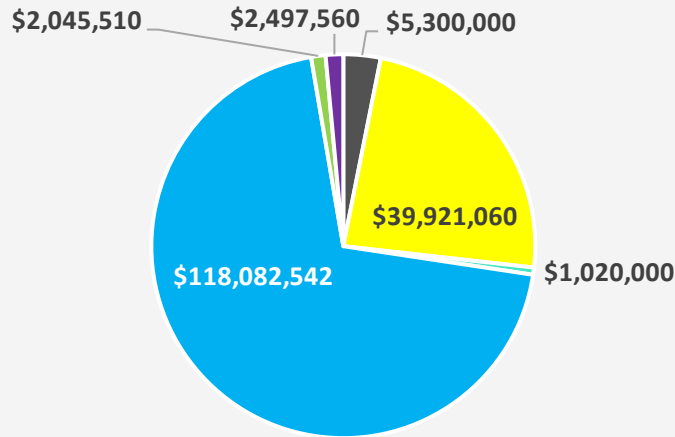




Water Trust Board Awards by Project Type

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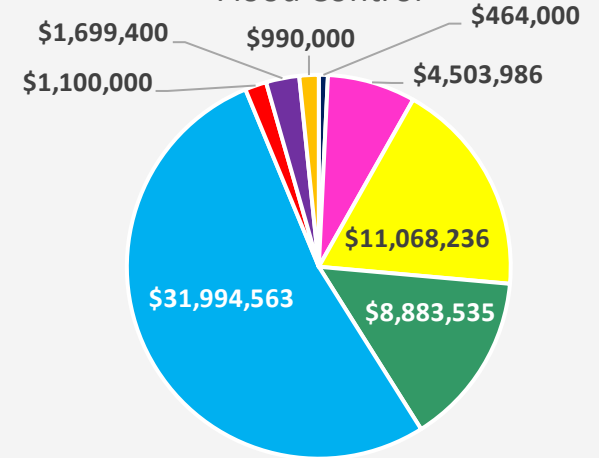
Conservation, Recycling, Treatment & Reuse



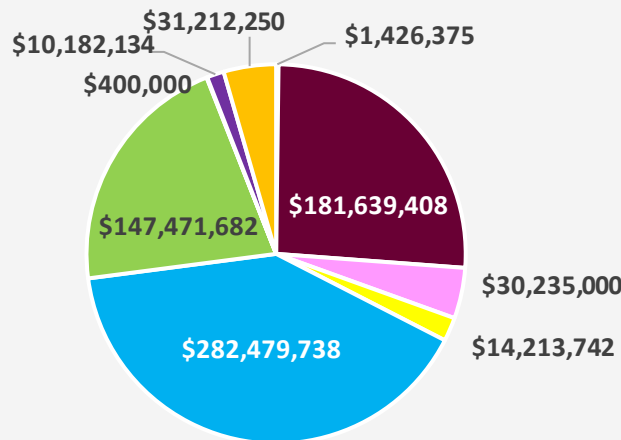
Endangered Species Act



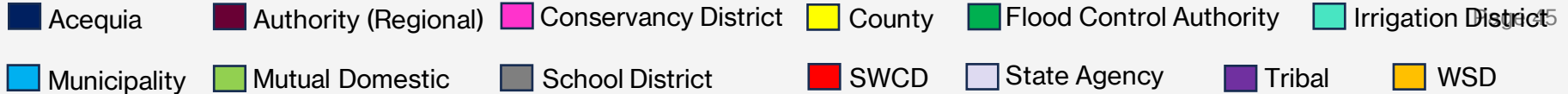
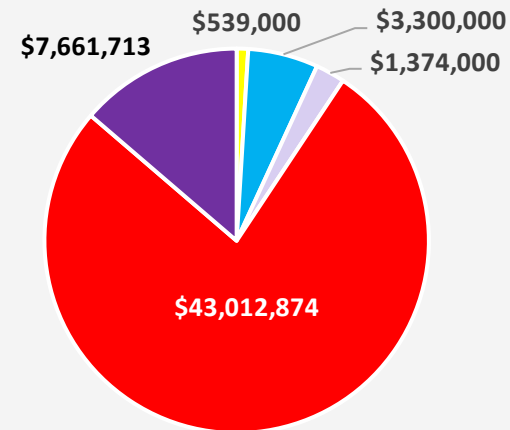
Flood Control



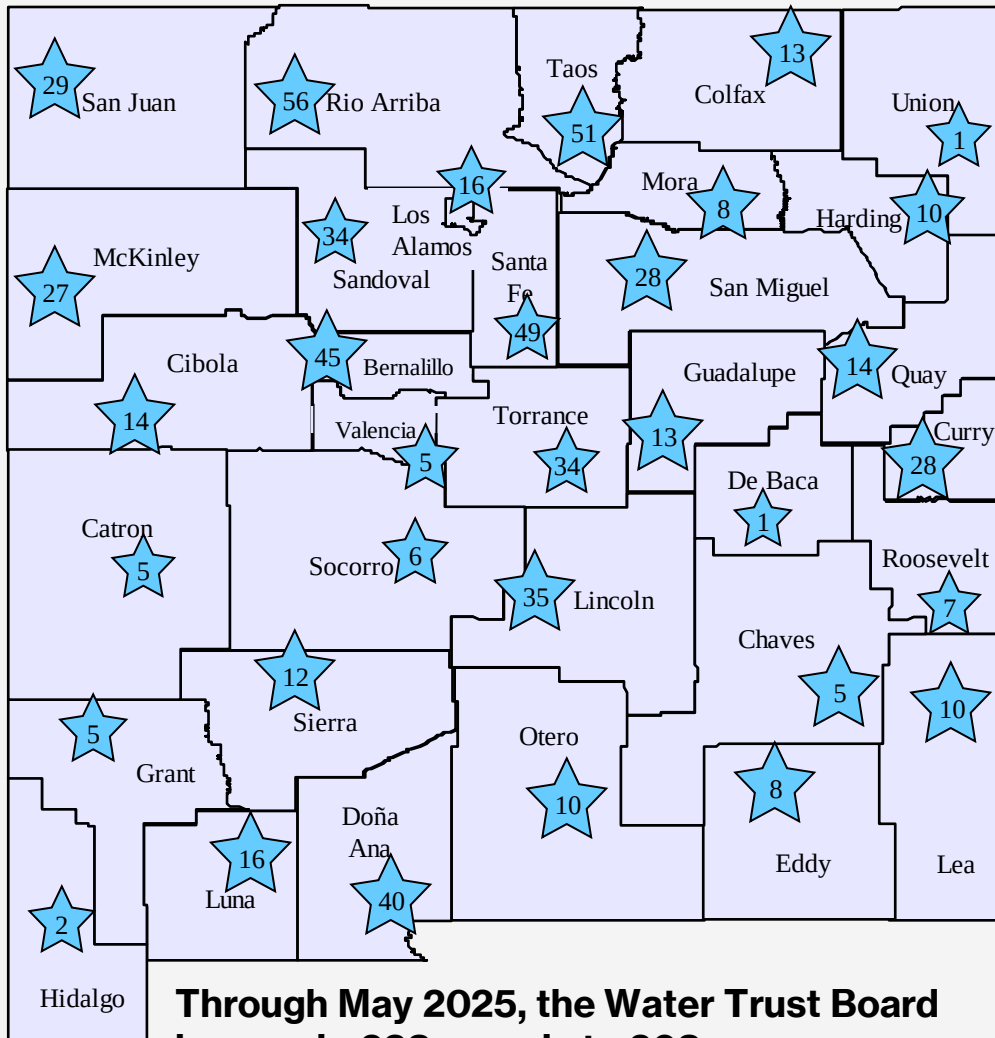
Storage, Conveyance & Delivery



Watershed Restoration & Management



Water Trust Board Awards by County



Through May 2025, the Water Trust Board has made 638 awards to 208 entities totaling nearly \$1 billion

County	# of Recipients	# of Awards	Total Awarded
Bernalillo	14	45	\$113,252,197
Catron	2	5	\$916,731
Chaves	3	5	\$19,026,061
Cibola	6	14	\$18,790,788
Colfax	6	13	\$8,981,609
Curry	3	28	\$141,607,148
DeBaca	1	1	\$385,000
Doña Ana	11	40	\$67,846,586
Eddy	3	8	\$10,054,372
Grant	4	5	\$1,296,349
Guadalupe	5	13	\$9,971,689
Harding	1	10	\$5,557,143
Hidalgo	2	2	\$1,232,781
Lea	4	10	\$22,469,908
Lincoln	11	35	\$40,003,251
Los Alamos	1	16	\$23,637,260
Luna	3	16	\$13,548,516
McKinley	7	27	\$85,256,229
Mora	5	8	\$5,737,798
Otero	6	10	\$12,673,705
Quay	4	14	\$13,847,448
Rio Arriba	25	56	\$35,448,734
Roosevelt	2	7	\$16,427,104
San Juan	7	29	\$52,400,713
San Miguel	10	28	\$42,084,951
Sandoval	14	34	\$33,372,681
Santa Fe	15	49	\$67,631,233
Sierra	4	12	\$30,558,277
Socorro	4	6	\$7,284,222
Taos	16	51	\$65,717,659
Torrance	4	34	\$19,527,250
Union	1	1	\$2,000,000
Valencia	4	6	\$3,772,914
TOTAL to date	208	638	\$992,318,307

Entity	County	# of Awards	Total Funding Awarded
Abiquiú MDWCA	Rio Arriba	1	\$ 671,400
Acequia de La Isla	Mora	1	\$ 1,200,000
Acequia del Monte Del Rio Chiquito	Taos	2	\$ 464,000
Acoma Pueblo	Cibola	1	\$ 4,378,000
Agua Fria Community Water System Association	Santa Fe	1	\$ 785,107
Agua Pura MD	Mora	1	\$ 305,803
Agua Sana Water Users Association	Rio Arriba	4	\$ 1,158,979
Alamogordo, City of	Otero	2	\$ 7,335,000
Albuquerque Bernalillo County WUA	Bernalillo	17	\$ 49,303,031
Albuquerque, City of	Bernalillo	5	\$ 10,530,000
Alcalde MDWCA	Rio Arriba	2	\$ 650,821
Alto Lakes WSD	Lincoln	3	\$ 4,192,008
Ancones MDWCA	Rio Arriba	6	\$ 2,301,631
Angel Fire, Village of	Colfax	3	\$ 2,314,409
Anthony WSD	Doña Ana	2	\$ 1,250,000
Anthony, City of	Doña Ana	3	\$ 2,350,000
Artesia, City of	Eddy	1	\$ 687,650
Aztec, City of	San Juan	2	\$ 2,741,470
Belen, City of	Valencia	3	\$ 2,116,000
Bernalillo County	Bernalillo	1	\$ 3,900,000
Bernalillo, Town of	Sandoval	3	\$ 2,933,490
Bloomfield, City of	San Juan	11	\$ 7,333,860
Bosque Garden MDWCA	Valencia	1	\$ 553,914
Buena Vista MDWC&SWA	Mora	2	\$ 939,999
Camino Real Regional Utility Authority	Doña Ana	1	\$ 5,300,000
Canada de los Alamos MDWCA	Santa Fe	1	\$ 682,000
Canadian River SWCD	Quay	7	\$ 4,102,000
Canon MDWCA&SWA	Sandoval	2	\$ 5,204,620
Canoncito at Apache Canyon MDWC & MSA	Santa Fe	2	\$ 1,882,000
Capitan, Village of	Lincoln	1	\$ 40,250
Capulin MDWCA	Rio Arriba	1	\$ 500,000
Carlsbad, City of	Eddy	6	\$ 6,860,000
Carrizozo SWCD	Lincoln	1	\$ 450,000
Catalpa WA	McKinley	1	\$ 350,000
Cedar Creek MDWCA	Lincoln	1	\$ 458,600
Cedar Crest MDWC & SWA	Bernalillo	1	\$ 60,909
Cerro Regional MD	Taos	1	\$ 3,521,800
Chama, Village of	Rio Arriba	3	\$ 2,043,000
Chapelle MDWCA	San Miguel	1	\$ 565,000
Chippeway Park WA	Otero	2	\$ 445,000
Cibola County	Cibola	1	\$ 450,000
Cimarron, Village of	Colfax	1	\$ 350,000

Entity	County	# of Awards	Total Funding Awarded
Ciudad Soil & Water Conservation District	Bernalillo	1	\$ 110,000
Claunch-Pinto SWCD (Multi-County)	Torrance	31	\$ 18,488,200
Clayton, Town of	Union	1	\$ 2,000,000
Cloudcroft, Village of	Otero	1	\$ 500,000
Clovis, City of	Curry	6	\$ 18,296,906
Cochiti, Pueblo of	Sandoval	2	\$ 1,699,400
Colfax SWCD	Colfax	3	\$ 1,795,000
Columbus, Village of	Luna	6	\$ 5,450,000
Cordova MDWCA	Rio Arriba	1	\$ 750,000
Corona, Village of	Lincoln	1	\$ 1,500,000
Cuatro Villas MDWCA	Santa Fe	5	\$ 7,793,310
Cuba, Village of	Sandoval	2	\$ 1,220,752
DeBaca SWCD	DeBaca	1	\$ 385,000
Deming, City of	Luna	7	\$ 3,048,516
Doña Ana County	Doña Ana	3	\$ 16,120,800
Doña Ana MDWCA	Doña Ana	9	\$ 15,533,958
Eagle Nest, Village of	Colfax	1	\$ 585,000
East Rio Arriba SWCD	Rio Arriba	2	\$ 1,500,000
East Torrance SWCD	Torrance	1	\$ 50,000
Eastern NM WUA (Multi-County)	Curry	21	\$ 122,921,242
Eastern Sandoval County AFCA	Sandoval	1	\$ 612,000
Edgewood SWCD (Multi-County)	Santa Fe	1	\$ 160,000
El Creston MDWCA	San Miguel	4	\$ 2,098,853
El Prado WSD	Taos	5	\$ 11,760,000
El Rito Regional MDWCA	Rio Arriba	3	\$ 3,259,600
El Rito Water System	Rio Arriba	1	\$ 750,000
El Salto Water MDWCA	Taos	4	\$ 730,500
El Valle de Los Ranchos	Taos	5	\$ 4,093,541
El Valle Water Alliance	San Miguel	4	\$ 1,933,342
Eldorado Area Water & Sanitation District	Santa Fe	12	\$ 4,879,184
Elephant Butte Irrigation District (Multi-County)	Sierra	2	\$ 1,020,000
Elephant Butte, City of	Sierra	3	\$ 2,150,331
Elida, Town of	Roosevelt	1	\$ 679,625
EMNRD - State Parks & Forestry (Multi-County)	Socorro	2	\$ 1,090,000
EMWT Regional WA	Torrance	1	\$ 491,050
Enchanted Forest MDWCA	Lincoln	2	\$ 2,440,000
Espanola, City of	Rio Arriba	2	\$ 4,480,000
Estancia, Town of	Torrance	1	\$ 498,000
Eunice, City of	Lea	2	\$ 3,418,640
Farmington, City of	San Juan	2	\$ 28,717,363
Flora Vista MDWCA	San Juan	4	\$ 4,675,468
Gallup, City of	McKinley	17	\$ 70,556,969

Entity	County	# of Awards	Total Funding Awarded
Garfield MDWC&MSWA	Doña Ana	1	\$ 1,828,700
Glorieta Estates MDWCA	Santa Fe	2	\$ 459,288
Grant County	Grant	1	\$ 88,000
Grants, City of	Cibola	6	\$ 6,062,191
Greater Chimayo MDWCA	Rio Arriba	5	\$ 5,215,000
Greater Glorieta Community Regional MDWC&SA	Santa Fe	1	\$ 761,143
Greater Glorieta MDWCA	Santa Fe	1	\$ 787,227
Green Ridge MDWCA	Bernalillo	1	\$ 122,000
Guadalupe County	Guadalupe	1	\$ 2,731,640
Guadalupe SWCD	Guadalupe	4	\$ 1,400,000
Hagerman, Town of	Chaves	1	\$ 333,788
Hanover MDWCA	Grant	2	\$ 830,990
Hatch, Village of	Doña Ana	2	\$ 524,551
Hobbs, City of	Lea	4	\$ 8,756,320
Hollywood Ranch DWUA	Guadalupe	3	\$ 912,304
Hurley, Town of	Grant	1	\$ 65,000
Interstate Stream Commission (Multi-County)	Bernalillo	6	\$ 7,600,000
Isleta, Pueblo of	Bernalillo	2	\$ 3,400,213
Jal, City of	Lea	3	\$ 9,527,948
Jemez Springs DWA	Sandoval	1	\$ 137,050
La Association de Agua de los Brazos	Rio Arriba	2	\$ 575,665
La Cueva MDWCA	San Miguel	3	\$ 1,678,835
La Jara MDWC&MSWA	Sandoval	1	\$ 361,800
La Luz MDWCA	Otero	1	\$ 1,045,705
Laguna Pueblo	Cibola	1	\$ 226,097
Las Cruces, City of	Doña Ana	5	\$ 9,919,531
Las Vegas, City of	San Miguel	8	\$ 7,168,522
Lincoln County	Lincoln	2	\$ 3,550,000
Logan, Village of	Quay	2	\$ 2,310,280
Lordsburg, City of	Hidalgo	1	\$ 850,000
Los Alamos County	Los Alamos	16	\$ 23,637,260
Los Lunas, Village of	Valencia	1	\$ 353,000
Los Ojos MDWCA	Rio Arriba	2	\$ 519,887
Los Ranchos, Village of	Bernalillo	1	\$ 585,000
Lovington, City of	Lea	1	\$ 767,000
Lower Arroyo Hondo MDCA	Taos	2	\$ 1,283,792
Lower Rio Grande PWWA	Doña Ana	5	\$ 8,924,085
Lumberton MDWCA	Rio Arriba	1	\$ 490,000
Luna County	Luna	3	\$ 5,050,000
Lybrook MDWCA	Rio Arriba	1	\$ 500,000
McKinley County	McKinley	4	\$ 7,582,102
Mescalero Apache Tribe	Otero	3	\$ 3,073,000

Entity	County	# of Awards	Total Funding Awarded
Mesilla, Town of	Doña Ana	3	\$ 594,962
Middle Rio Grande Conservancy Dist. (Multi-County)	Bernalillo	7	\$ 34,738,986
Milan, Village of	Cibola	4	\$ 7,289,500
Mora MDWC&MSWA	Mora	2	\$ 1,312,377
Nogal MDWCA	Lincoln	2	\$ 394,500
Northstar Southside WUA	San Juan	2	\$ 3,432,552
Office of Natural Resources Trustee	Bernalillo	1	\$ 284,000
Ohkay Owingeh	Rio Arriba	3	\$ 1,307,000
Ojo Caliente MDWCA	Rio Arriba	2	\$ 1,125,340
Otis MDWC&SWA	Eddy	1	\$ 2,506,722
Pecos, Village of	San Miguel	1	\$ 2,228,900
Pena Blanca WSD	Sandoval	3	\$ 3,664,319
Penasco MDWCA	Taos	3	\$ 3,193,600
Pendaries Village MDWCA	San Miguel	3	\$ 9,499,999
Pojoaque Pueblo	Santa Fe	2	\$ 2,000,000
Pojoaque Valley School District	Santa Fe	1	\$ 400,000
Portales, City of	Roosevelt	6	\$ 15,747,479
Quail Hollow MDWCA	Bernalillo	1	\$ 432,000
Quemado Lake WA	Catron	1	\$ 140,000
Questa, Village of	Taos	2	\$ 2,082,084
Ramah WSD	McKinley	1	\$ 440,000
Raton, City of	Colfax	4	\$ 3,300,000
Red River, Town of	Taos	3	\$ 11,617,845
Regina MDWCA	Sandoval	2	\$ 1,581,106
Rio Arriba County	Rio Arriba	1	\$ 163,000
Rio de Chama Acequias Association	Rio Arriba	2	\$ 226,375
Rio Embudo MDWCA	Rio Arriba	2	\$ 949,999
Rio Lucio MDWCA	Taos	5	\$ 3,327,136
Rio Rancho, City of	Sandoval	3	\$ 6,140,000
Rodarte MDWCA	Taos	2	\$ 2,894,500
Rodeo MDWC&MSWA	Hidalgo	1	\$ 382,781
Rosedale MDWCA	Grant	1	\$ 312,359
Roswell, City of	Chaves	3	\$ 18,352,273
Rowe MDWCA	San Miguel	1	\$ 499,500
Ruidoso Downs, City of	Lincoln	2	\$ 3,892,861
Ruidoso, Village of	Lincoln	12	\$ 19,725,032
San Antonio MDWCA	Socorro	1	\$ 100,000
San Francisco SWCD	Catron	4	\$ 776,731
San Jon, Village of	Quay	1	\$ 408,500
San Juan SWCD	San Juan	7	\$ 3,500,000
San Luis Cabezon MDWCA	Sandoval	2	\$ 500,200
San Rafael Water & Sanitation District	Cibola	1	\$ 385,000

Entity	County	# of Awards	Total Funding Awarded
San Rafael Water & Sanitation District	Cibola	1	\$ 385,000
San Ysidro, Village of	Sandoval	2	\$ 753,409
Sangre de Cristo Regional MDWCA	Guadalupe	3	\$ 2,169,336
Santa Clara Pueblo	Rio Arriba	4	\$ 4,271,037
Santa Fe County	Santa Fe	3	\$ 539,000
Santa Fe, City of	Santa Fe	15	\$ 44,905,414
Santa Fe-Pojoaque SWCD	Santa Fe	1	\$ 1,100,000
Santa Rosa, City of	Guadalupe	2	\$ 2,758,409
Santo Domingo Tribe	Sandoval	1	\$ 293,000
Sierra SWCD	Sierra	1	\$ 466,800
Sierra Vista MDA	Bernalillo	3	\$ 7,017,804
Sky Country Estates MDWCA	Otero	1	\$ 275,000
Socorro County	Socorro	1	\$ 1,930,236
Southern Sandoval Co Arroyo Flood Control Autho.	Sandoval	9	\$ 8,271,535
Springer, Town of	Colfax	1	\$ 637,200
Storrie Project WUA	San Miguel	2	\$ 16,250,000
Sunland Park, City of	Doña Ana	6	\$ 5,500,000
Taos Pueblo	Taos	2	\$ 895,500
Taos Ski Valley, Village of	Taos	3	\$ 5,772,006
Taos, Town of	Taos	7	\$ 9,431,553
Tesuque Pueblo	Santa Fe	1	\$ 497,560
Texico, City of	Curry	1	\$ 389,000
Thoreau WSD	McKinley	1	\$ 681,739
Tierra Y Montes SWCD	San Miguel	1	\$ 162,000
Tijeras, Village of	Bernalillo	3	\$ 2,422,240
Trampas MDWCA	Taos	1	\$ 249,805
Truth or Consequences, City of	Sierra	6	\$ 26,921,146
Tucumcari, City of	Quay	4	\$ 7,026,668
Union del Llano MDWCA	Taos	4	\$ 4,399,997
Upper Chama SWCD	Rio Arriba	1	\$ 750,000
Upper Hondo SWCD	Lincoln	8	\$ 3,360,000
Upper Rio Grande WSD	Rio Arriba	3	\$ 990,000
Ute Creek SWCD	Harding	10	\$ 5,557,143
Valley Estates MDWCA	Rio Arriba	1	\$ 300,000
Watrous MDWCA	Mora	2	\$ 1,979,619
White Cliffs MDWCA	McKinley	1	\$ 1,685,419
Williams Acres WSD	McKinley	2	\$ 3,960,000
Total		638	\$ 992,318,307

AWARDS RETURNED TO DATE			
Year	Entity	Project	Amount
2010	Belen, City of	Storage, Conveyance, and Delivery	\$ 109,971
2009	Bernalillo, Town of	Conservation, Treatment, Recycling, or Reuse	\$ 424,500
2013	Blanco MDWCMSWA	Storage, Conveyance, and Delivery	\$ 162,735
2023	Carlsbad, City of	Storage, Conveyance, and Delivery	\$ 7,177,600
2024	Chama, Village of	Storage, Conveyance, and Delivery	\$ 1,722,175
2008	Chamberino MDWC&SA	Storage, Conveyance, and Delivery	\$ 111,031
2021	Columbus, Village of	Flood Prevention	\$ 315,000
2015	Cuatro Villas MDWCA	Storage, Conveyance, and Delivery	\$ 2,000,000
2014	El Creston MDWCA	Storage, Conveyance, and Delivery	\$ 701,865
2011	El Valle de Los Ranchos	Storage, Conveyance, and Delivery	\$ 968,333
2014	Eldorado Area WSD	Storage, Conveyance, and Delivery	\$ 399,200
2002	Espanola, City of	Storage, Conveyance, and Delivery	\$ 3,708,000
2021	Eunice, City of	Storage, Conveyance and Delivery	\$ 882,114
2023	Fambrough MDWCA	Storage, Conveyance and Delivery	\$ 388,050
2008	Hachita MDWCA	Storage, Conveyance, and Delivery	\$ 517,538
2013	Hatch, Village of	Storage, Conveyance, and Delivery	\$ 416,855
2010	Hobbs, City of	Conservation, Treatment, Recycling, or Reuse	\$ 1,699,150
2016	Hobbs, City of	Conservation, Treatment, Recycling, or Reuse	\$ 586,400
2009	Jemez Springs Domestic WA	Storage, Conveyance, and Delivery	\$ 267,000
2003	Las Vegas, City of	Conservation, Treatment, Recycling, or Reuse	\$ 1,404,140
2008	Lordsburg, City of	Conservation, Treatment, Recycling, or Reuse	\$ 170,000
2008	Los Alamos County	Flood Prevention	\$ 529,293
2010	Mesilla, Town of	Storage, Conveyance, and Delivery	\$ 551,223
2012	Milan, Village of	Flood Prevention	\$ 759,535
2006	Navajo Nation*	Storage, Conveyance, and Delivery	\$ 3,300,000
2007	Navajo Nation*	Storage, Conveyance, and Delivery	\$ 2,075,244
2019	Northstar MDWCA	Storage, Conveyance, and Delivery	\$ 736,149
2009	San Jon, Village of	Storage, Conveyance, and Delivery	\$ 400,000
2013	San Jon, Village of	Storage, Conveyance, and Delivery	\$ 1,313,605
2009	Sandoval County	Storage, Conveyance, and Delivery	\$ 3,473,852
2021	Santa Clara Pueblo	Storage, Conveyance, and Delivery	\$ 1,398,587
2019	Santa Cruz WA	Storage, Conveyance, and Delivery	\$ 485,000
2012	Santa Fe County	Storage, Conveyance, and Delivery	\$ 200,000
2022	Santa Fe, City of	Storage, Conveyance, and Delivery	\$ 1,500,000
2009	Truth or Consequences, City of	Storage, Conveyance, and Delivery	\$ 1,281,634
2012	Wagon Mound, Village of	Storage, Conveyance, and Delivery	\$ 170,500
36	Total Returned Awards		\$ 42,306,279

* Funds re-appropriated to NMED to make grants to Navajo Nation

2024 House Bill 211

Changes from HB 211 Inclusion of Wastewater Projects

- ◆ The Water Trust Board revised its rules to accommodate the HB 211 revisions to the Water Project Finance Act:
 - ❑ Removed requirement that the Board give priority to projects considered urgent to meet the needs of a regional water plan
 - ❑ Removed submission of a water conservation plan
 - ❑ Removed fiscal agent fees as eligible project costs
 - ❑ Added Wastewater projects as an eligible Water project
- ◆ At its June 25, 2025 meeting, the Water Trust Board also revised its comprehensive Project Management Policies to incorporate those changes and to provide for the inclusion of Wastewater. NMFA consulted with NMED on the recommended changes:
 - ❑ Defined “appropriate planning documents” for wastewater
 - ❑ Definition of scope of eligible wastewater projects
 - ❑ Reallocated spending targets
 - Reduced Watershed Management minimum from “10% - 15%” to “Up to 5%”
 - Reallocated prioritization weighting to accommodate the elimination of the completed regional water plans
- ◆ The policies also provided an expansion to the loan forgiveness policy:
 - ❑ “The NMFA may forgive loan repayments in their entirety upon the completion of regionalization projects that result in a physical connection between systems and the provision of water to a regionalized community or communities”
 - ❑ Change may be needed to facilitate regionalization projects
 - ❑ Current policy provides that 100% grant is made when the project includes regionalization:
 - Consolidation
 - Expansion to unserved areas
 - Physical interconnections
 - ❑ Goals is to reduce the number of very small systems that are not able to operate sustainably
 - ❑ Supports the WTB’s Technical Assistance priority of regionalization

Changes from HB 211 Technical Assistance Program

- ◆ Technical Assistance Program (“TAP”): On August 7, 2024, the WTB approved a set-aside of \$3.5 million to hire contractor(s) to provide technical assistance to water systems. The technical assistance will focus on:
 - ❑ facilitating regionalization
 - ❑ individual small system planning
- ◆ On December 17, 2024, the WTB approved the policies governing the TAP.
- ◆ NMFA issued an RFP and selected a broad team of comprised of 11 contractors to provide the services
 - ❑ Engineers
 - ❑ Hydrologists
 - ❑ Accountants / Financial Advisors
 - ❑ Attorneys
 - ❑ Community Facilitators
 - ❑ Project Managers
- ◆ In June, NMFA began accepting letters of interest from systems requestion technical assistance
 - ❑ At least one regionalization project has requested assistance
- ◆ Technical assistance could be broadened to manage individual projects within a region seeking to jointly procure for a contractor
 - ❑ Would assist small communities and systems in rural areas attract contractors

- ◆ The WTB began reserving portions of annual funding to cover cost overruns
 - 2021: 29 projects totaling \$51,035,518. 2 projects still in construction
 - 2021: \$2,280,398 set aside for cost overruns. Current Balance \$184,212. 4 projects received cost overrun awards
 - La Cueva MDWCA \$105,500
 - Rodarte MDWCA \$540,000
 - Rio Lucio DWCA \$250,686
 - Union del Llano MDWCA \$1,20,000
 - 2022: 31 projects totaling \$66,938,000. 13 open awards – 12 of which are construction projects; 8 have not started construction
 - 2022: \$5,100,000 set aside for cost overruns. Current Balance \$5,100,000
 - 2023: 50 projects totaling \$122,442,762 were awarded. 44 open awards – 33 of which are construction projects; 19 have not started construction
 - 2023: \$6,066,277 set aside for cost overruns. Current Balance \$6,066,277
 - 2024: 53 projects totaling \$163,835,366. 38 of the awards included construction. Most have not yet started construction.
 - 2024: \$6,739,082 set aside for cost overruns. Current Balance \$ 6,739,082
- ◆ In 2024, the Legislature appropriated \$18 million for Cost Overruns in projects awarded before 2024 (SB275). One cost overrun award made to date (Cerro Regional MDA from the 2020 Application cycle for Page 53 \$1.2 million) Remaining balance: \$16.8 million.

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**Elephant Butte Irrigation District
Land Use Committee**

**March 5, 2026
Committee Report**

A meeting of the Land Use Committee took place on March 5, 2026 at 11:00 A.M.. Director Prescott K. Colquitt, III, Treasurer-Manager Josh Smith, and David Lutz attended the meeting. Senior Engineering Manager, Alex Rubio and Licensing Land Technician, Scott Gamboa had other commitments at the meeting time but provided input leading up to the meeting.

The Land Use Committee examined a proposed red-lined Encroachment Agreement general form. Josh Smith indicated he spoke to Jason Casuga at MRGCD who confirmed similar policies and approach to this issue. The proposed changes create a requirement to obtain a License, provide for a ten-year term for the Encroachment Agreement, and add language to ensure that no property interest is transferred. The Land Use Committee discussed the most specific potential use of the Encroachment Agreement and noted that other property owners on University Avenue should be notified of the encroachment. The Land Use Committee also sought to confirm fee ownership to the property. It is believed to be either the State of New Mexico as a state road or the City of Las Cruces with EBID only holding a right-of-way. As a result, relinquishment of the property interest through EBID's recently amended policy may not satisfy the goal the property owner(s) seek to accomplish. Scott Gamboa provided Policy 1999-ENG5 related to right-of-way encroachment and ill-defined right-of-way. The Land Use Committee will provide to the Board of Directors for review and comment.

Zia Gas has proposed a meeting for the week of March 23 to discuss the blanket agreement. The Land Use Committee proposed that Joah Franzoy, Scott Gamboa, Zack Libbin, Director Colquitt, and David Lutz attend. David Lutz will work with that group and Zia Gas to find a date that works for all parties with an eye towards presenting a blanket agreement for approval at the April 2026 Board of Directors meeting.

ENCROACHMENT AGREEMENT

2020-202 -L-043-

This encroachment agreements is entered into on this 29 day of July, 2020, between the Elephant Butte Irrigation District (District) and Emmy Harvey Property Owner (Owner).

WHEREAS, Owner(s) are the owners of certain real properties located in the City of Las Cruces Dona Ana County, identified byin the Dona Ana County Records as parcels as PID R02226107 and R0202454 parcel R and furthermore described in Exhibits Exhibit "A" and "A1" which areis attached hereto and made a part of this agreement; and

WHEREAS, Property Owner(s), or a predecessor Owner, has miscalculated the property boundary location and has erroneously constructed an improvement or facility on the property or right-of-way owned or administered by the District; and

WHEREAS, Property Owner(s) will suffer a severe financial hardship if the trespass is required to be removed or relocated from the District's right-of-way jurisdiction; and

WHEREAS, the District determines that the trespass does not interfere with its normal operation and is willing to permit the trespass to remain for a period of time.

NOW, THEREFORE, in consideration of the following covenants, premises, and other considerations, the parties agree as follows:

1. The District agrees to permit the encroachment or trespass as described in Exhibit "B" which is attached hereto and made a part of this agreement, on the District's right-of-way, provided that the Property Owner complies with the terms of this Agreement.
22. Term. The Term of this Encroachment Agreement shall be for ten (10) years from the date set forth above, at which time the parties shall either renew this Encroachment Agreement or review whether alternatives exist for removal of the encroachment or other options.
3. District's use of District's right-of-way and District's liability. The District has the right to enter upon the District's right-of-way at any time and to perform whatever maintenance, inspection, repair, modifications or reconstruction work to District facilities it deems appropriate or necessary without liability to the Property Owner.
34. Property Owner's Responsibility for Improvement. The Property Owner will be

solely responsible for maintaining, repairing and reconstruction of the improvement, as deemed necessary either by the Property Owner or the District. The Property Owner agrees to not permit the improvement to become or constitute a hazard to the public health or safety, and to keep the improvement property maintained. Property Owner further agrees not to interfere with the District's use of the District's Property and to comply with all applicable laws, ordinances and regulations at the District and the State of New Mexico and its political subdivisions. Property Owner agrees that no additions or extensions to the Improvement will be made without the prior written consent of the District.

45. No Rights to Owner. Owner hereby covenants and agrees that Owner shall not acquire any property or rights of the District by easement, prescription, or adverse possession arising out of this Encroachment Agreement or by the fact that said encroachment may not be exactly on the boundary line.
6. Removal or Relocation of Improvement. At some time in the future, the District may require the Improvement to be removed or relocated from the District's right-of-way. Such removal or relocation may occur at such time that the right-of-way is needed for modification or expansion of the District facilities. Such removal or replacement shall be at the sole discretion of the District.
67. Financial Responsibility for Removal or Relocation. If and when the Improvement is required to be removed or relocated in the future, financial responsibility for the removal or relocation of the Improvement shall be the sole responsibility of the Property Owner.
68. Removal of Improvement. If the Property Owner allows or permits the Improvement to become deteriorated, or to become a threat to the public health, safety and welfare, the District may, after failure of the Property Owner to cure the deficiencies, require the Improvement to be removed or relocated from the District's right-of-way. Property Owner will be responsible for payment of all costs incurred by the District in such removal.
79. Indemnification. The Property Owner agrees to indemnify, defend and hold harmless the District, its officials, agents and employees, from any claims, actions, suits or other proceedings arising from or out of acts resulting from the Improvement being located as an encroachment on the ~~District's~~District's right-of-way.
810. Binding on Property Owner. The obligation of the Property Owner set forth herein shall be binding upon the Property Owner, ~~his~~as well as the Property Owner's heirs, assigns and successors. Any such heirs, assigns, and successors shall be required to execute a written agreement to honor this Encroachment

Agreement and any associated License issued pursuant to Section 13 below or else be required to remove the applicable encroachment.

911. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, previous to the execution hereof.

1012. Changes to Agreement. Changes to this Agreement are not binding unless made in writing and signed by both parties.

11. Fees. Any use is subject to fees as assessed by EBID Board of Directors

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13. License and Fees. As a condition precedent to this Encroachment Agreement, Property Owner shall apply for and obtain a License from Elephant Butte Irrigation District for the encroachment at issue. Property Owner shall be responsible for any fees associated with obtaining this License.

14. Special Condition. This agreement does not ~~or~~ provide legal access or convey or imply an access easement across any property of the District.

ELEPHANT BUTTE IRRIGATION DISTRICT

Treasurer - Manager

STATE OF NEW MEXICO)
)ss.
COUNTY OF DONA ANA)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____.

My Commission Expires:

Notary Public

PROPERTY OWNER

Emmy Harvey

STATE OF NEW MEXICO)
)ss.
COUNTY OF DONA ANA)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____.

My Commission Expires:

1999-ENG5

POLICY SUBJECT: RIGHT-OF-WAY ENCROACHMENT AND ILL-DEFINED RIGHT-OF-WAY

DATE APPROVED: AUGUST 11, 1999
This policy replaces 1985-ENG5

POLICY:

SECTION I - RIGHT-OF-WAY ENCROACHMENT

EBID has legal title to the Rights-of-way of the irrigation and drainage facilities in the Elephant Butte Irrigation District. There are encroachments upon the rights-of-way of both irrigation and drainage facilities within the District. Some encroachments seriously interfere with the system, causing increased District costs and, in some cases, jeopardize the safety and integrity of the system. It is recognized that some encroachments, principally on the rights-of-way held in fee, do not impede in any manner the operation and maintenance activities of the District. Principally, these types of encroachments consist of farming operations on excess portions of rights-of-way not being utilized for operation and maintenance.

Where an encroachment is identified and is impeding operation and maintenance, the trespasser will be notified to remove the encroachment and vacate the right-of-way. If the encroachment is not removed, EBID will take the necessary legal action to remove it. Where the encroachment is not impeding operation and maintenance, the trespasser will be notified of the option of entering into an encroachment agreement, permit and/or license with the District. The encroachment agreement, permit and/or license will be presented to the Board for consideration. EBID may also determine the affected property to be excess property. In this event, the property can be considered for disposal in accordance with the EBID excess property disposal policy.

Engineering and staff are directed to advise the Board of Directors of encroachments upon EBID rights-of-way and compile a list of encroachments that in staff opinion require removal and a separate list of encroachments that require licensure. The survey shall be furnished to the manager who shall present the survey to the Board.

SECTION II – ILL DEFINED RIGHT-OF-WAY

Where rights-of-way are not clearly defined or are held by proscription, the right-of-way claimed is as follows:

DRAINS – The design water prism including a freeboard based on a horizontal to vertical 2:1 slope to the adjacent natural surface plus a 25 foot operating bank measured from the inside top of cut lines, each side.

LATERALS UP TO 50 CFS MAXIMUM CAPACITY – the design water prism including 18" of freeboard measured from the design water surface to the top of the lateral banks, 12 foot wide operating bank, each bank, and a horizontal distance as measured from the inside top cut line and that horizontal distance required to permit the lateral banks to stand on a 1-1/2 horizontal to 1 foot vertical slope to the natural ground surface.

LATERALS UP TO 50 CFS MAXIMUM CAPACITY – As stated in #2 above, except freeboard will be determined from Bureau of Reclamation drawing 103-D-1195 and the minimum widths of operating banks will be 16 feet each side.

CANALS AND LATERALS IN EXCESS OF 250 CFS MAXIMUM CAPACITY - As stated in #3 above, except that operating banks shall have minimum widths of 20 feet each side.

Engineering staff is directed to compile a list of the rights-of-way that are not clearly defined and by applying these standards to the undefined rights-of-way to determine whether or not encroachments exist. The encroachments shall be brought to the attention of the board of Directors prior to taking any action under the encroachment policy.

PROCEDURE:

1. The Engineering Department shall identify each property interest transferred to EBID by the Bureau of Reclamation in 1996 or obtained by EBID at any other time.
2. Any landowner whose use impinges on an EBID property interest will be targeted with a form letter requesting that they apply for a special use permit.
3. Each application for a special use permit will be evaluated on a case-by-case basis. Engineering will determine whether the requested use interferes in any way with EBID operations and maintenance and make the appropriate recommendations to the EBID Board of Directors for final approval.
4. If a landowner fails to respond to the form letter, a follow up letter shall be sent demanding that the land owner vacate the property or cease interference with property interest.
5. If the landowner fails to respond within ten (10) days to the second letter and fails to vacate the property or cease interference with the property interest, the matter will be turned over to the legal department for further action, including obtaining an injunction, if necessary, prohibiting the landowner from further interfering with EBID's property interest.

Report on the
Water Resources Committee Meeting

March 6, 2026

Present: H. Ludwig, R. Garay (board members), J. Smith, J. Narvaez (staff), J.P. King (EBID consultant)

Convened: 1:00 PM MST

Discussion:

Allocation: King updated the committee on the initial Rio Grande Project allocation following a meeting of the Allocation Committee on March 3. King explained that a diversion ratio of 0.64 was used to be conservative, as we will very likely receive very little additional inflow this season, and the diversion ratio estimate is subject to error. EBID had 18,274 acre-feet of carryover from 2025 and EPCWID had 34,530 acre-feet. The allocation contemplates a seasonal release from Caballo of 222,386 acre-feet. The initial allocations to the districts are 63,855 acre-feet to EBID and 69,234 acre-feet to EPCWID. The allocation of the current year's water, 139,880 acre-feet, is so low that the allocation to the two districts is 57% to EBID and 43% to EPCWID, rather than using D2. Mexico's allocation is 9,239 acre-feet.

Allotment: Using a conveyance efficiency of 55%, as is commonly done for allotment estimates, would suggest an allotment of 4.6 inches. Narvaez and King recommended 4 inches because of the uncertainty in diversion ratio and conveyance efficiency in such a low supply year. The fraction over 4 inches would also create operational headaches as well as concerns for farmers trying to use all their surface water. Smith and Directors Garay and Ludwig concurred. The committee will recommend a 4 inch initial allotment to the Board.

Copper Mine: King has still not heard from the New Mexico Copper Company about plans for Copper Flat.

Water Outlook: The NRCS forecast of March 1 2026, estimating the unregulated March-July spring runoff, has gone down from the February 1 forecast. The 50 percent exceedance probability estimate for flow at Otowi went down from 200,000 acre-feet (35% of median) in the February forecast to 195,000 acre-feet (35%) in the March forecast. The 50 percent exceedance probability for San Marcial went from 20,000 acre-feet (20%) to 15,000 acre-feet (15%).

Follow-up: The Water Resources Committee will recommend an initial allotment for the 2026 irrigation season of 4 inches.

Adjourned: 1:30 PM MST

Elephant Butte Irrigation District

Cash Report as of February 28, 2026

	Balance 2/28/2026	Balance 2/28/2025	Balance 2/28/2024
Cash - Bank	\$1,298,742.11	\$ 421,872	\$ 502,610
Investments - NM State Treasurer	\$ 11,858,150	\$ 10,268,260	\$ 9,391,200

Cash balance bank	\$ 13,156,892	\$ 10,690,132	\$ 9,893,810
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	Balance 2/28/2026	Balance 2/28/2025	Balance 2/28/2024
Cash - Book			
Cash	\$ 970,962	\$ 391,780	\$ 422,317
Invest	\$ 11,858,150	\$ 10,268,260	\$ 9,391,200
Cash balance book	\$ 12,829,112	\$ 10,660,040	\$ 9,813,517

	Operating Investment Activity YTD 2026	Operating Investment Activity YTD 2025	Operating Investment Activity YTD 2024
Balance	\$ 6,291,071	\$ 5,449,673	\$ 3,075,628
Plus: interest	\$ 67,078	\$ 68,587	\$ 65,571
Plus: Transfers In	\$ 6,500,000	\$ 5,500,000	\$ 6,350,000
Less: Transfers Out	\$ (1,000,000)	\$ (750,000)	\$ (100,000)
	\$ 11,858,150	\$ 10,268,260	\$ 9,391,200

Difference in 2026-2025	Difference in 2025-2024
\$ 2,169,073	\$ 846,523

Interest rate on investments for February 2026:	3.66%
Percent of 2026 Assessment received to date: ~	88%

Uncommon cash transactions in February to date:

Uncommon large payments:

WRRRI grant payments-awaiting reimbursement	\$ 246,950
ISC equipment purchases	\$ -

Uncommon large receipts:

Auction proceeds received in February	\$ 35,134
Income from outside job	\$ -
ISC grant proceeds	\$ -
WRRRI grant proceeds	\$ 73,232

Elephant Butte Irrigation District

Automated Water Control Infrastructure and Software Contract

THIS AGREEMENT is made and entered into by and between the Elephant Butte Irrigation District, hereinafter referred to as the "District" and TBD, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Board of Directors for the District.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.

2. Compensation.

A. The District shall pay the Contractor in full payment for services satisfactorily performed at the following rates as specified in the table below, to be invoiced after the performance of the services.

Contractor Personnel	Rates

The gross receipts tax levied on the amounts payable under this Agreement shall be paid by the District to the Contractor.

B. Payment is subject to the availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the District no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered, October 31st. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement of accounting for all services performed monthly, specified on a minimum of a quarter hour basis, and expenses incurred. If the District finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor with a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. Upon certification by the District that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the District shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. Term.

This Agreement is for one (1) year beginning TBD, and may renew on an annual basis, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). This contract and all renewals shall not exceed a maximum of four years ending TBD, 2030.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the District's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the District is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the District or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DISTRICT'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the District or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the District; 2) comply with all directives issued by the District in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the District shall direct for the protection, preservation, retention or transfer of all property titled to the District and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the District upon termination and shall be submitted to the District as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of Directors for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of Directors, this Agreement shall terminate immediately upon written notice being given by the District to the Contractor. The District's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the District proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the District and are not employees of the Elephant Butte Irrigation District. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of District vehicles, or any other benefits afforded to employees of the District as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax.

The Contractor agrees not to purport to bind the District unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the District.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the District. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the District. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the District, its officers, and employees from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

10. Confidentiality and Non-Competition.

Any confidential or privileged information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the District.

This confidentiality provision shall not expire notwithstanding the date Contractor completes his services hereunder, or other termination of this Agreement. Contractor agrees to contractually bind any agents or employees with this provision.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the exclusive property of the District and shall be delivered to the District no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

Upon termination of this Agreement, or completion of the work required under this Agreement, whichever occurs first, the Contractor will return to the District all documents, records, data, licensed software, and information of any kind whether written, computer or other forms, which was acquired, compiled or produced by the Contractor and/or the District during the course of this Agreement. The Contractor may retain information regarding billing and compensation but shall not retain any substantive written or computerized information acquired or compiled during the course of this Agreement.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any District employee while such employee was or is employed by the District and participating directly or indirectly in the District's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the District; (ii) the Contractor is not a member of the family of a public officer or employee of the District; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the District, a member of the family of a public officer or employee of the District, or a business in which a public officer or employee of the District or the family of a public officer or employee of the District has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the District within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the District whose official act, while in District employment, directly resulted in the District's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement, or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the District.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the District relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the District if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the District and notwithstanding anything in the Agreement to the contrary, the District may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of the law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and District laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern, and that venue will lie in the Third Judicial District Court in Dona Ana District. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the District.

19. Insurance.

The Contractor is an independent contractor with the District and understands and agrees that he will not be covered under any worker's compensation insurance policy of the District. The Contractor further understands and agrees that no benefit to Contractor is provided by insurance policies or coverages maintained by the District regarding its employees, property and operations. Contractor may maintain his/her/its own insurance for professional negligence, ordinary negligence (including automobile liability), workers compensation or other risks and liabilities that the Contractor deems appropriate. Contractor hereby waives all rights to subrogation, contribution and indemnity by, to or against the District, its officers, agents and employees and any members of its governing bodies, boards and committees.

20. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be

subject to inspection by the District, the Department of Finance and Administration and the State Auditor. The District shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the District to recover excessive or illegal payments.

21. Disclaimer and Hold Harmless.

The District shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the District harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by the District in connection with the performance by Contractor of Contractor's duties according to this Agreement.

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the District from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the District by certified mail.

23. Invalid Term or Condition.

If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain valid and enforceable.

24. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

25. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

26. Approval of Contractor Personnel.

Personnel proposed in the Contractor's written proposal to the District are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the District. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The

Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the District shall retain the right to request the removal of any of the Contractor's personnel at any time.

27. Survival.

The agreement paragraphs titled "Confidentiality & Non-Competition", "Copyright", "Disclaimer & Hold Harmless", "Indemnification", and "Patent, Copyright, Trademark and Trade Secret Indemnification" shall survive the expiration of this agreement. Software licenses, leases, and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this Agreement.

28. Succession.

This agreement shall extend to and be binding upon the successors and assigns of the parties.

29. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

30. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the Third Judicial District Court and the parties shall utilize a striking process until a mediator is agreed upon.

31. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the District until it is executed by the Board of Directors after voting on the contract at a public meeting. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

32. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall be entitled to an award of attorneys' fees and court costs.

33. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, consultants, and agents in connection with any steps required to be taken under this Agreement.

34. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The contractor shall defend, at its own expense, the District against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the District based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the District for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the District shall:

- i. give the contractor prompt written notice of any claim;
- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- i. provide the District the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the District to the extent such modification is the cause of the claim.

35. Cooperative Agreement.

This Agreement is applicable and available for use by the EBID, NM State Agencies and NM Local Public Bodies. Prior to utilizing this Agreement, EBID must be notified, and the user must request approval. Awarded vendor(s) are to take note that EBID has precedence for the usage of this Agreement. When applicable, all Agencies must report their expenditure to the General Services Department, State Purchasing Division.

36. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the District: Elephant Butte Irrigations District
c/o Joshus Smith, Treasurer/Manager
530 S. Melendres St.
Las Cruces, NM 88005
jsmith@ebid-nm.org

To the Contractor: TBD

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signatures by the Board of Directors for the Elephant Butte Irrigation District.

By: _____ Date: _____
Contractor
Printed Name:

By: _____ Date: _____
District President
Printed Name: Rafael Rovirosa

By: _____ Date: _____
District Secretary
Printed Name: Randy Garay

Attachment 1

Scope of Work:

The scope of work includes the turnkey furnishing, installation, integration, and commissioning of automated water control system components by RFP awardee(s). The vendor(s) shall supply equipment from their product catalog including automated gates, flow meters installed on laterals, motors and actuators for new and existing gates, telemetry units, control hardware, and all other associated software required for centralized monitoring and gate control. The vendor(s) will be responsible for field installation, system integration, configuration, testing, and startup of all components to ensure full operational functionality. Formal engineering design is not required as part of this procurement; however, the vendor shall provide technical assistance following award to support final equipment selection, system configuration, and coordination with EBID. The completed system shall be fully integrated, scalable, and capable of real-time communication to support efficient irrigation operations and stormwater management for the District.

Equipment Supply

The vendor(s) shall furnish all necessary equipment from their product catalog required to support system automation and operation, including but not limited to:

- Automated canal, lateral, wasteway, and drain gates
- Flow meters for installation on laterals and key conveyance points
- Motors and actuators for new and existing gates
- Telemetry units, sensors, control hardware, and communication devices
- Software platforms required for gate control, monitoring, and data management

All equipment shall be compatible as a single, integrated system capable of real-time communication and centralized control.

Installation and Integration

The vendor(s) shall be responsible for in conjunction with our staff for:

- Installation of all furnished equipment
- Integration of hardware, telemetry, and software into an operational system
- Field configuration, testing, and commissioning of installed components

Technical Support and Coordination

While formal engineering design is not required as part of this RFP, the vendor(s) shall provide technical assistance and coordination following award to support:

- Final equipment selection
- Systems configuration and sequencing
- Coordination with staff and retained engineers
- Adjustments required to align with final project approvals and funding

Training and Support

The vendor shall provide:

- Operator training for installed systems
- User documentation and system manuals
- Warranty and post-installation support options



HUMAN RESOURCES & SAFETY DEPARTMENT STAFF REPORT FOR THE MARCH BOARD MEETING

HUMAN RESOURCES

EMPLOYEES

- ⇒ **Current Total Employee Count = 85**
- ⇒ **Current/Upcoming Job Openings**
 - Ditchrider—North (1)
- ⇒ **Pending Job Openings**
 - Ditchrider—South (1)
 - Equipment Operator—Basic South (2)
- ⇒ **Hired—Job Offers**
 - None
- ⇒ **Testing/Interviewing**
 - None

EMPLOYMENT INFORMATION

⇒ YEARS OF SERVICE

> 30 YEARS	6 Employees
21 – 30 YEARS	12 Employees
10 – 20 YEARS	11 Employees
< 10 YEARS	56 Employees

Board Recognition for Employees – MARCH

- None

Years of Service Recognition – MARCH

Irrigation Systems—Central

Joseph A Karpac Jr	27 years 03/08
Manuel E Andrade	18 years 03/26

Irrigation Systems—North

Ivan Ramirez	1 year 03/25
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Engineering

Jesus “Chuy” Morales	27 years 03/08
E. Alex Rubio	2 years 03/11

Finance

Leah Diaz	21 years 03/11
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Maintenance—Mechanic & Fabrication

Fernando Sanchez	8 years 03/05
Angel Nevarez	1 year 03/31

SCADA Systems

W.Kurt Gieser	11 years 03/02
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SAFETY

UPCOMING TRAINING

- ⇒ Weekly tailgate safety trainings with employees
- ⇒ Defensive Driving Training for Employees
 - March 10, 2026
 - April 14, 2026
- ⇒ Joah is finalizing security equipment for Las Cruces, Hatch and Chamberino yards with ISC Grant

OTHER

⇒ FMLA/Disability/Leave of Absence

- 5 Employees – FMLA Intermittent
- 1 Employees—Family FMLA

⇒ Upcoming FMLA

- None

⇒ Worker’s Compensation

- 1 Employee—Light Duty

⇒ Upcoming Events

Daylight Savings Time Change	03/08
Pi Day	03/14
Ides of March	03/15
St. Patricks Day	03/17
Spring Equinox	03/20
April Fool’s Day	04/01
Good Friday	04/03
Easter Sunday	04/05



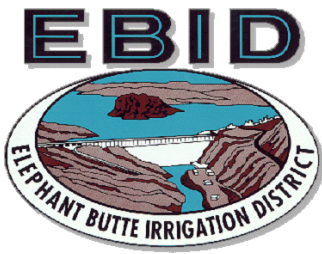
UPCOMING RETIREMENTS Congratulations!

None

	EBID Job #	Lic. Renew Y/N	ROU LICENSEE	ROU Land Fee (10 yr term)	ROU Land Fee Requested to be Waived? Y/N	Staff Recommend Approval? Y/N
EBID ROU LICENSE LIST - MARCH 11th, 2026 BOARD MEETING						
1	2026-014	N	2026-L-006 VEXUS FIBER, LLC TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE PARK DRAIN AT APPROXIMATE STATION 391+50	\$3,800.00	N	Y
2	2026-015	N	2026-L-007 VEXUS FIBER, LLC TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE PARK DRAIN AT APPROXIMATE STATION 390+22	\$3,800.00	N	Y
3	2026-016	N	2026-L-008 VEXUS FIBER, LLC TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE LAGUNA LATERAL AT APPROXIMATE STATION 114+00	\$3,420.00	N	Y
4	2026-017	N	2026-L-009 VEXUS FIBER, LLC TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE LAGUNA LATERAL AT APPROXIMATE STATION 112+21	\$3,420.00	N	Y
5	2026-018	N	2026-L-010 VEXUS FIBER, LLC TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE LAGUNA LATERAL AT APPROXIMATE STATION 118+00	\$3,420.00	N	Y
6	2026-019	N	2026-L-011 VEXUS FIBER, LLC TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE LAGUNA LATERAL AT APPROXIMATE STATION 120+40	\$3,420.00	N	Y
7	2026-020	N	2026-L-012 VEXUS FIBER, LLC TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 354+00	\$3,420.00	N	Y
8	2026-021	N	2026-L-013 VEXUS FIBER, LLC TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 353+50	\$3,420.00	N	Y
9	2026-022	N	2026-L-014 VEXUS FIBER, LLC TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE LAGUNA LATERAL AT APPROXIMATE STATION 106+33	\$3,420.00	N	Y
10	2026-023	N	2026-L-015 VEXUS FIBER, LLC TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE LAGUNA LATERAL AT APPROXIMATE STATION 100+60	\$3,420.00	N	Y
11	2026-024	N	2026-L-016 VEXUS FIBER, LLC TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING THE PARK DRAIN AT APPROXIMATE STATION 390+35	\$4,180.00	N	Y
12	2026-025	N	2026-L-017 VEXUS FIBER, LLC TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE PARK DRAIN AT APPROXIMATE STATION 367+50	\$4,180.00	N	Y

	EBID Job #	Lic. Renew Y/N	ROU LICENSEE	ROU Land Fee (10 yr term)	ROU Land Fee Requested to be Waived? Y/N	Staff Recommend Approval? Y/N
13	2026-026	N	2026-L-018 VEXUS FIBER, LLC TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE ARMIJO LATERAL AT APPROXIMATE STATION 77+72	\$3,420.00	N	Y
14	2026-027	N	2026-L-019 VEXUS FIBER, LLC TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE PORTER LATERAL AT APPROXIMATE STATION 23+26	\$3,420.00	N	Y
15	2026-028	N	2026-L-020 VEXUS FIBER, LLC TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING THE PORTER LATERAL AT APPROXIMATE STATION 2+00	\$3,420.00	N	Y
16	2026-029	N	2026-L-021 VEXUS FIBER, LLC TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE ARMIJO LATERAL AT APPROXIMATE STATION 143+59	\$3,800.00	N	Y
17	2026-030	N	2026-L-022 VEXUS FIBER, LLC TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE ARMIJO LATERAL AT APPROXIMATE STATION 142+20	\$3,800.00	N	Y
18	2026-031	N	2026-L-023 VEXUS FIBER, LLC TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE PARALLELING THE ARMIJO LATERAL FROM APPROXIMATE STATION 132+50 TO 135+50	\$723.18	N	Y
19	2026-032	N	2026-L-024 VEXUS FIBER, LLC TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE ARMIJO LATERAL AT APPROXIMATE STATION 97+50	\$3,800.00	N	Y
20	2026-033	N	2026-L-025 VEXUS FIBER, LLC TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE ARMIJO LATERAL AT APPROXIMATE STATION 125+44	\$3,800.00	N	Y
21	2026-034	N	2026-L-026 VEXUS FIBER, LLC TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 245+00	\$3,420.00	N	Y
22	2026-035	N	2026-L-027 VEXUS FIBER, LLC TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE ARMIJO LATERAL AT APPROXIMATE STATION 68+00	\$3,800.00	N	Y
23	2026-037	N	2026-L-029 VEXUS FIBER, LLC TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING THE MESILLA LATERAL AT APPROXIMATE STATION 283+36	\$3,420.00	N	Y
24	2026-038	N	2026-L-030 VEXUS FIBER, LLC TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE MESILLA LATERAL AT APPROXIMATE STATION 302+94	\$3,800.00	N	Y

	EBID Job #	Lic. Renew Y/N	ROU LICENSEE	ROU Land Fee (10 yr term)	ROU Land Fee Requested to be Waived? Y/N	Staff Recommend Approval? Y/N
25	2026-039	N	2026-L-031 VEXUS FIBER, LLC	\$3,420.00		Y
			TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE MESILLA LATERAL AT APPROXIMATE STATION 3+96		N	
			TOTAL CHARGED \$ (NO LAND FEE WAIVER)	\$87,363.18	N	Y
			TOTAL WAIVED \$ (REQUESTING LAND FEE WAIVER)	\$0.00	Y	Y
			TOTAL \$	\$87,363.18	N	Y



Elephant Butte Irrigation District

530 South Melendres Street

Las Cruces, NM 88005

575-526-6671

RIGHT OF USE LICENSE

Special Use X Limited Use

Engineering Job Number: 2026-014

License Number: 2026-L-006

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MARCH 11, 2026

To: MARCH 11, 2036

Month Day Year

Licensee (Name and address)

VEXUS FIBER, LLC

4006 W LOOP 289

LUBBOCK, TX 79407

Purpose (Specify use requested: what, quantities, dimensions, etc.)

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE PARK DRAIN AT APPROXIMATE STATION 391+50 AS SHOWN IN EXHIBITS "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

Description of Premises Fee x Easement (Specify legal description of land and major features such as reservoir, canal, etc.)

LOCATED IN THE SE¹/₄ OF NW¹/₄ OF THE SW¹/₄ OF SECTION 29, TOWNSHIP 23 SOUTH, RANGE 2 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Special Conditions (Where the property that is the subject of this License is held by the District other than as a fee simple estate, the Licensee shall be solely responsible for ascertaining whether the installation will encroach upon property belonging to entities or persons other than the District and for obtaining any additional permission or licenses that may be required from property owners other than the District. The Licensee shall obtain the requisite permission prior to the use of or encroachment upon the property.)

- AERIAL CROSSING MUST BE CONSTRUCTED AND MAINTAINED TO HAVE A SAG HEIGHT ABOVE THE BANK NO LESS THAN 22 FEET
- VEXUS: NMLS090 AREA 1, CANAL CODE 942

The Licensee has read and reviewed the language contained on the reverse side of the license application, and hereby accepts this License subject to the terms and conditions expressed or implied herein. The Licensee also understands the rules and regulations of the Elephant Butte Irrigation District and agrees to abide by same during the term of this License.

Sign name(s) as written in License. For partnerships, a general partner's signature is required. For corporations, an officer or other individual with proper authority evidenced by a corporate resolution granting such authority is required to sign. For a limited liability company, a member, manager, officer or other individual with proper authority evidenced by a company resolution granting such authority is required to sign. Any deviation from the required signatories must be approved by EBID.

ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MANAGER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: MARCH 11, 2026

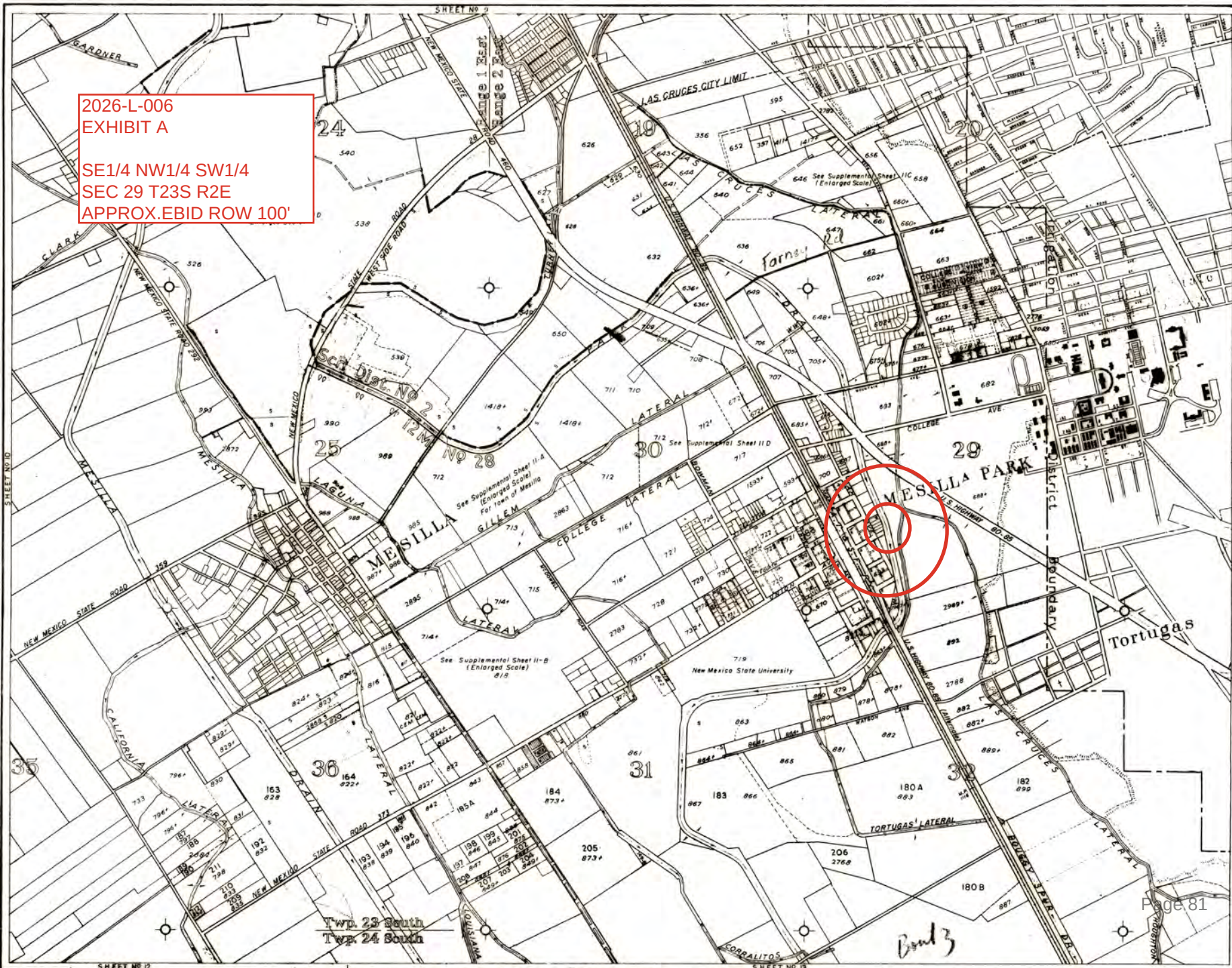
Approved by EBID Board of Directors

SIGNATURE/DATE: _____

Approved by EBID Engineer

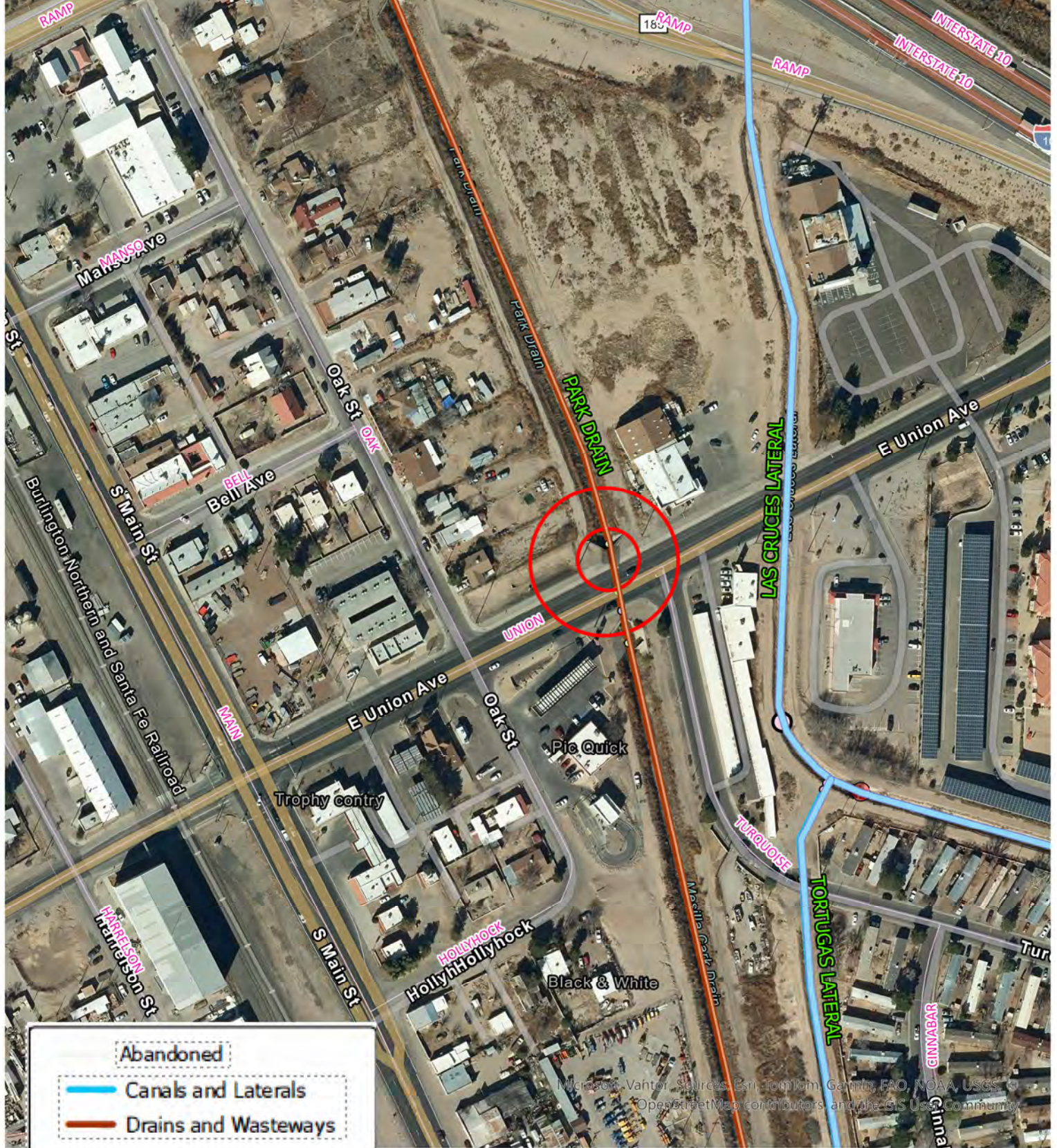
2026-L-006
EXHIBIT A

SE1/4 NW1/4 SW1/4
SEC 29 T23S R2E
APPROX. EBID ROW 100'



Page 81

EXPLANATION		AUTHORITIES	SCALE	PROPERTY NUMBERS	BUREAU OF RECLAMATION RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT,	MESILLA VALLEY SHEET — 11 MESILLA PARK
Canals	Drains	Compiled from Topographic and Location Surveys by the Bureau of Reclamation. Property lines are from the best information available (referred to as base maps) but with no assurance that they are either accurate or valid.	 T. 23S. R. 182E. DATE 1959 REVISED	Project Serials of a Property Map of the Elephant Butte Irrigation District, New Mexico, as shown on this sheet, 72 being the tract No. on this sheet. 72 being the tract No. on this sheet. 72 being the tract No. on this sheet. 72 being the tract No. on this sheet.		
Suspended Areas	Leaves					
High Land	Community and Private Ditches					
Valley Land	Limits of Irrigable Area					



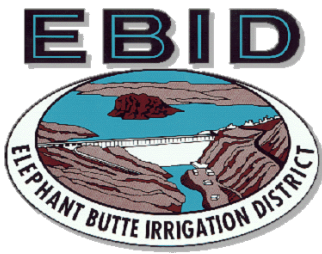
2026-L-006
EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE PARK DRAIN AT APPROXIMATE STATION 391+50, APPROX. EBID ROW 100'

Page 82

0 75 150 300 Feet





Elephant Butte Irrigation District

530 South Melendres Street

Las Cruces, NM 88005

575-526-6671

RIGHT OF USE LICENSE

Special Use X Limited Use

Engineering Job Number: 2026-015

License Number: 2026-L-007

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MARCH 11, 2026

To: MARCH 11, 2036

Month Day Year

Licensee (Name and address)

VEXUS FIBER, LLC

4006 W LOOP 289

LUBBOCK, TX 79407

Purpose (Specify use requested: what, quantities, dimensions, etc.)

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE PARK DRAIN AT APPROXIMATE STATION 390+22 AS SHOWN IN EXHIBITS "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

Description of Premises Fee x Easement (Specify legal description of land and major features such as reservoir, canal, etc.)

LOCATED IN THE NW $\frac{1}{4}$ OF SE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 29, TOWNSHIP 23 SOUTH, RANGE 2 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Special Conditions (Where the property that is the subject of this License is held by the District other than as a fee simple estate, the Licensee shall be solely responsible for ascertaining whether the installation will encroach upon property belonging to entities or persons other than the District and for obtaining any additional permission or licenses that may be required from property owners other than the District. The Licensee shall obtain the requisite permission prior to the use of or encroachment upon the property.)

- AERIAL CROSSING MUST BE CONSTRUCTED AND MAINTAINED TO HAVE A SAG HEIGHT ABOVE THE BANK NO LESS THAN 22 FEET
- VEXUS: NMLS090 AREA 2, CANAL CODE 942

The Licensee has read and reviewed the language contained on the reverse side of the license application, and hereby accepts this License subject to the terms and conditions expressed or implied herein. The Licensee also understands the rules and regulations of the Elephant Butte Irrigation District and agrees to abide by same during the term of this License.

Sign name(s) as written in License. For partnerships, a general partner's signature is required. For corporations, an officer or other individual with proper authority evidenced by a corporate resolution granting such authority is required to sign. For a limited liability company, a member, manager, officer or other individual with proper authority evidenced by a company resolution granting such authority is required to sign. Any deviation from the required signatories must be approved by EBID.

ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MANAGER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: MARCH 11, 2026

Approved by EBID Board of Directors

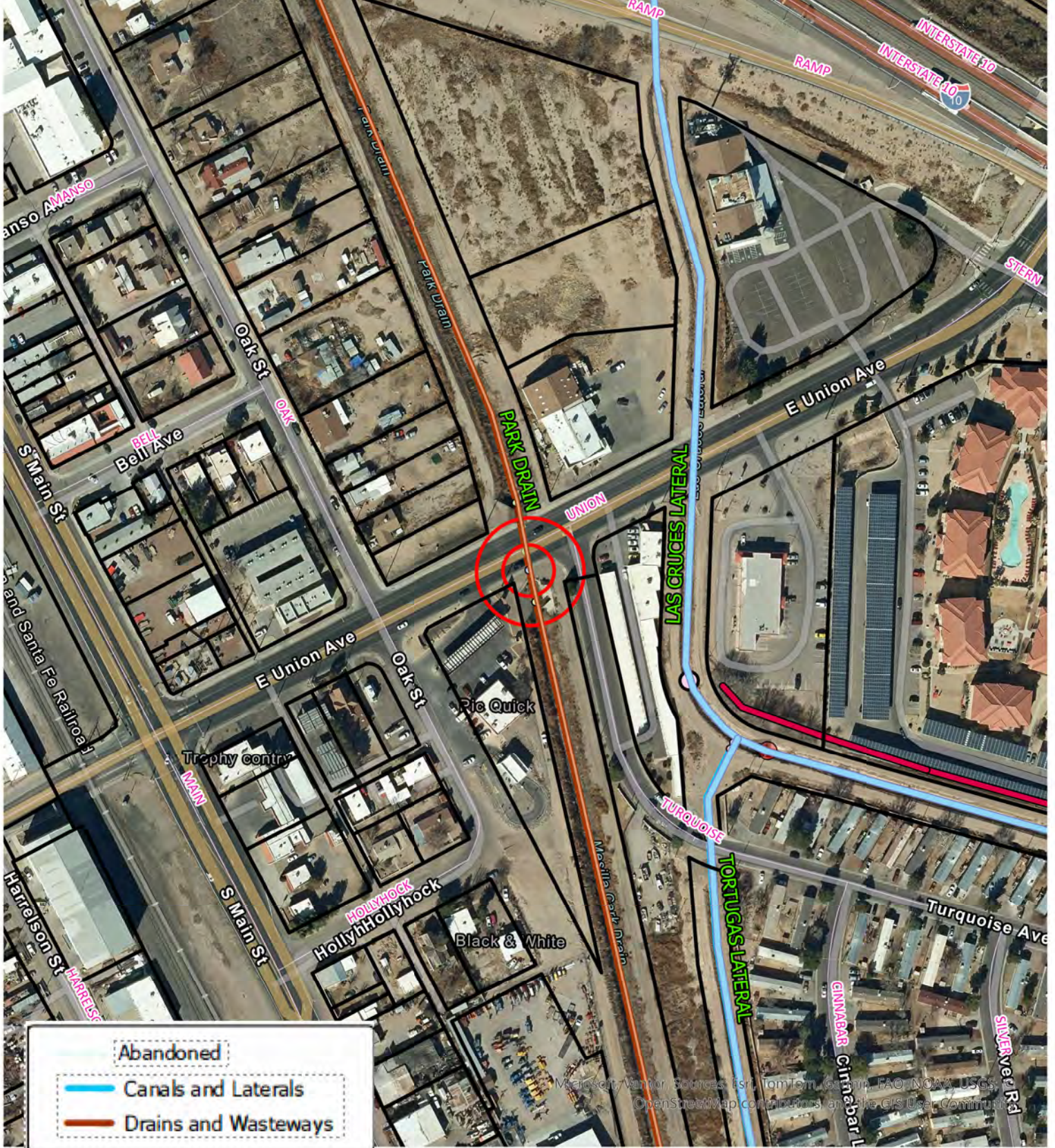
SIGNATURE/DATE: _____

Approved by EBID Engineer

NW1/4 SE1/4 SW1/4
SEC 29 T23S R2E
APPROX. EBID ROW 100'



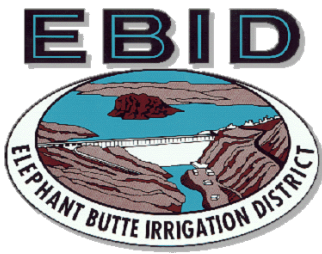
EXPLANATION Canals Levees Drains Suspended Areas Roads Community and Private Ditches High Land Low Land Irrigable Area Valley Land	AUTHORITIES Compiled from Topographic and Location Surveys by the Bureau of Reclamation, Project No. 11, from the best information available (Private Surveys, Deeds, Notes, Etc. but without assurance that they are always accurate or valid).	SCALE 0 500 1000 1500 2000 T.35S. R.18E DATE 1959 REVISED	PROPERTY NUMBERS Project Section and a Property in the Sheet No. followed by Tract No. thus, 11,72,11 being the 11th of this sheet. 72 being the Tract No. on this sheet. Dona Ana Co. Plot No. 712	BUREAU OF RECLAMATION RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT,	MESILLA VALLEY SHEET — 11 MESILLA PARK
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2026-L-007
EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE PARK DRAIN AT APPROXIMATE STATION 390+22, APPROX. EBID ROW 100'





Elephant Butte Irrigation District

530 South Melendres Street

Las Cruces, NM 88005

575-526-6671

RIGHT OF USE LICENSE

Special Use X Limited Use

Engineering Job Number: 2026-016

License Number: 2026-L-008

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MARCH 11, 2026

To: MARCH 11, 2036

Month Day Year

Licensee (Name and address)

VEXUS FIBER, LLC

4006 W LOOP 289

LUBBOCK, TX 79407

Purpose (Specify use requested: what, quantities, dimensions, etc.)

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE LAGUNA LATERAL AT APPROXIMATE STATION 114+00 AS SHOWN IN EXHIBITS "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

Description of Premises Fee x Easement (Specify legal description of land and major features such as reservoir, canal, etc.)

LOCATED IN THE SW¹/₄ OF NE¹/₄ OF THE NE¹/₄ OF SECTION 31 TOWNSHIP 23 SOUTH, RANGE 2 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Special Conditions (Where the property that is the subject of this License is held by the District other than as a fee simple estate, the Licensee shall be solely responsible for ascertaining whether the installation will encroach upon property belonging to entities or persons other than the District and for obtaining any additional permission or licenses that may be required from property owners other than the District. The Licensee shall obtain the requisite permission prior to the use of or encroachment upon the property.)

- AERIAL CROSSING MUST BE CONSTRUCTED AND MAINTAINED TO HAVE A SAG HEIGHT ABOVE THE BANK NO LESS THAN 22 FEET
- VEXUS: NMLS090 AREA 2, CANAL CODE 361

The Licensee has read and reviewed the language contained on the reverse side of the license application, and hereby accepts this License subject to the terms and conditions expressed or implied herein. The Licensee also understands the rules and regulations of the Elephant Butte Irrigation District and agrees to abide by same during the term of this License.

Sign name(s) as written in License. For partnerships, a general partner's signature is required. For corporations, an officer or other individual with proper authority evidenced by a corporate resolution granting such authority is required to sign. For a limited liability company, a member, manager, officer or other individual with proper authority evidenced by a company resolution granting such authority is required to sign. Any deviation from the required signatories must be approved by EBID.

ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MANAGER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: MARCH 11, 2026

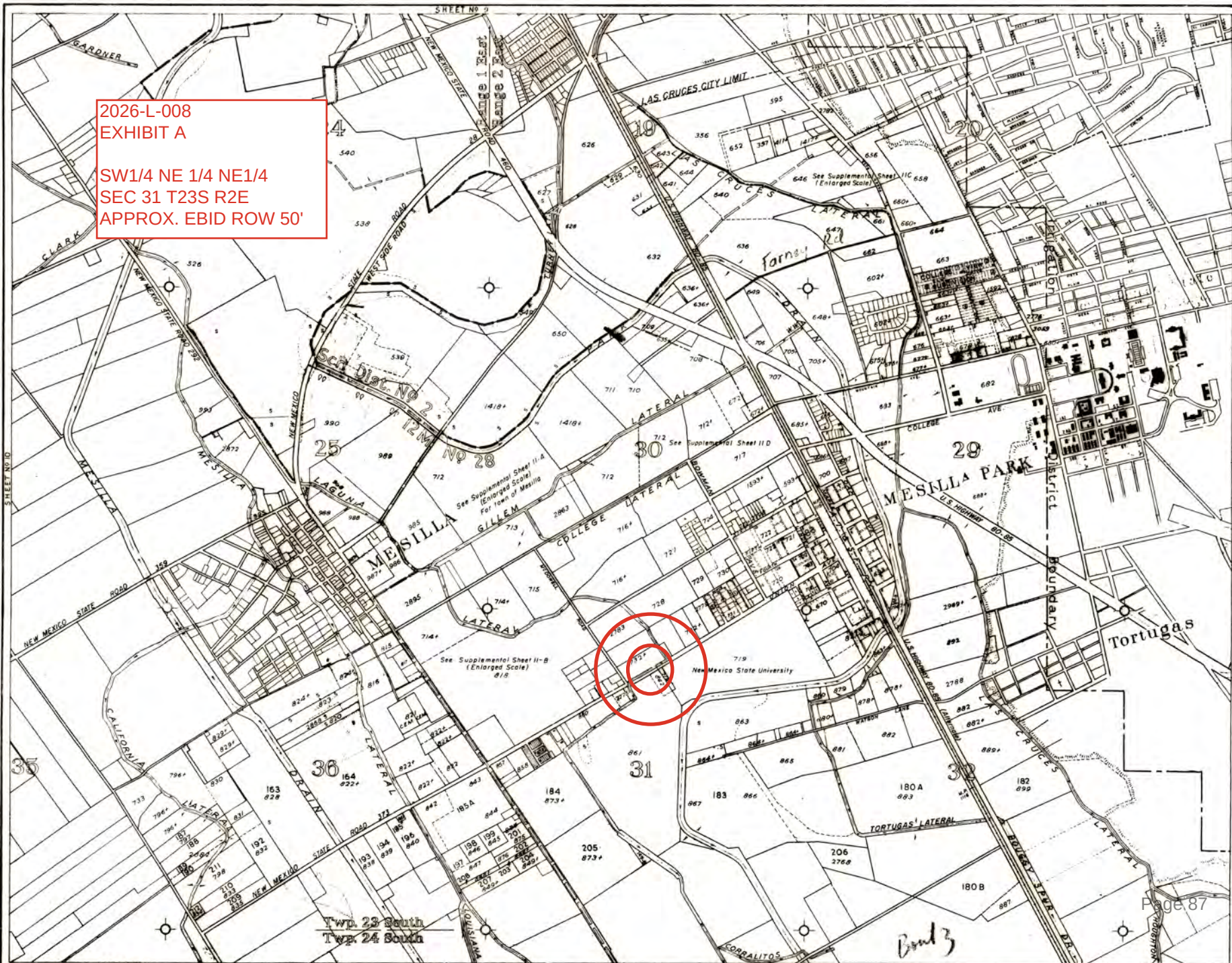
Approved by EBID Board of Directors

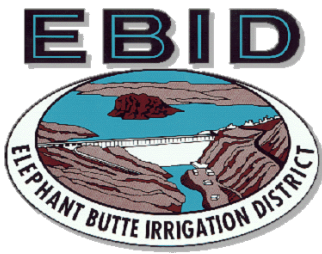
SIGNATURE/DATE: _____

Approved by EBID Engineer

2026-L-008
EXHIBIT A

SW1/4 NE 1/4 NE1/4
SEC 31 T23S R2E
APPROX. EBID ROW 50'





Elephant Butte Irrigation District

530 South Melendres Street

Las Cruces, NM 88005

575-526-6671

RIGHT OF USE LICENSE

Special Use X Limited Use

Engineering Job Number: 2026-017

License Number: 2026-L-009

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MARCH 11, 2026

To: MARCH 11, 2036

Month Day Year

Licensee (Name and address)

VEXUS FIBER, LLC

4006 W LOOP 289

LUBBOCK, TX 79407

Purpose (Specify use requested: what, quantities, dimensions, etc.)

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE LAGUNA LATERAL AT APPROXIMATE STATION 112+21 AS SHOWN IN EXHIBITS "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

Description of Premises Fee x Easement (Specify legal description of land and major features such as reservoir, canal, etc.)

LOCATED IN THE SW $\frac{1}{4}$ OF NW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 31 TOWNSHIP 23 SOUTH, RANGE 2 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Special Conditions (Where the property that is the subject of this License is held by the District other than as a fee simple estate, the Licensee shall be solely responsible for ascertaining whether the installation will encroach upon property belonging to entities or persons other than the District and for obtaining any additional permission or licenses that may be required from property owners other than the District. The Licensee shall obtain the requisite permission prior to the use of or encroachment upon the property.)

- AERIAL CROSSING MUST BE CONSTRUCTED AND MAINTAINED TO HAVE A SAG HEIGHT ABOVE THE BANK NO LESS THAN 22 FEET
- VEXUS: NMLS090 AREA 4, CANAL CODE 361

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ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MANAGER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: MARCH 11, 2026

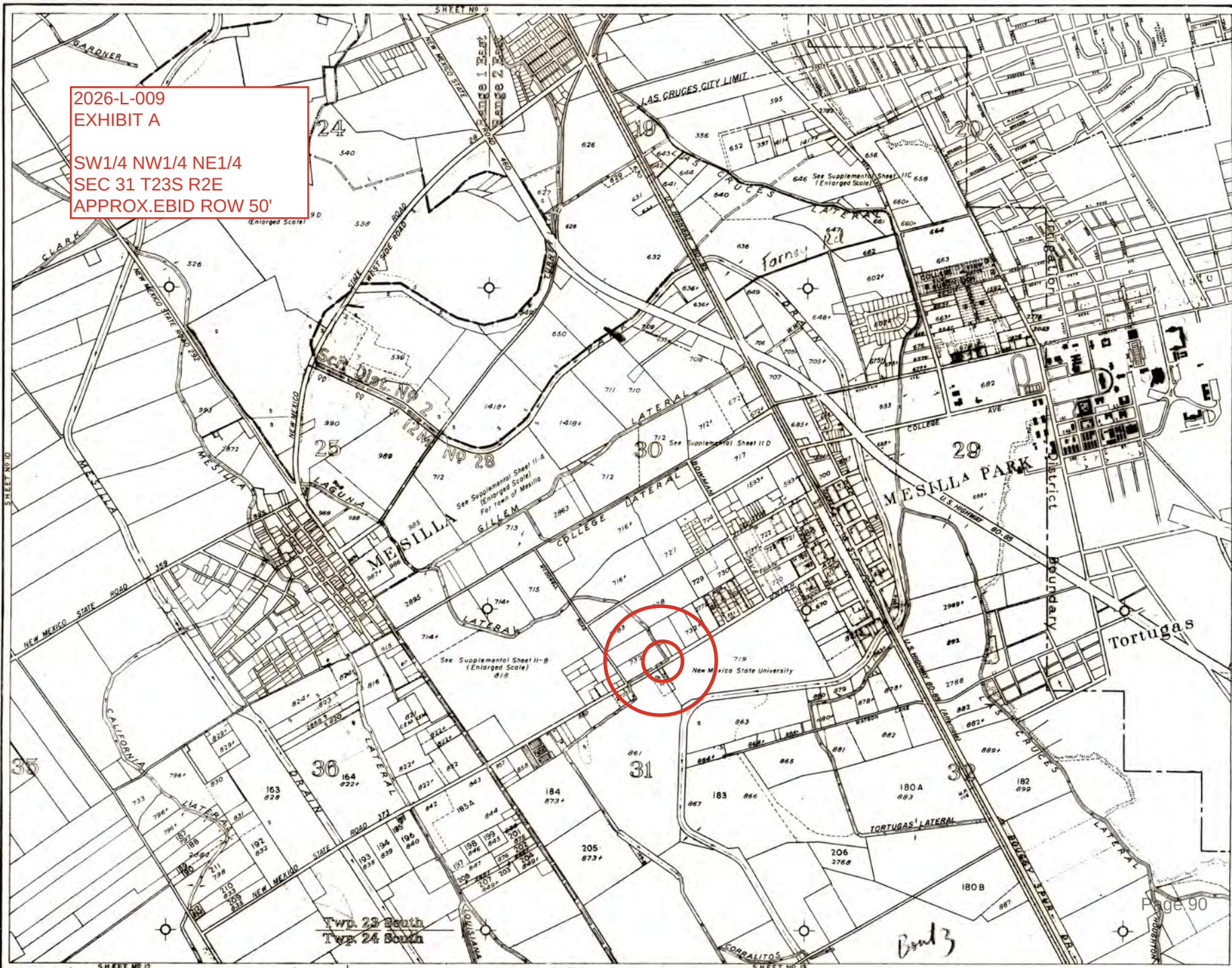
Approved by EBID Board of Directors

SIGNATURE/DATE: _____

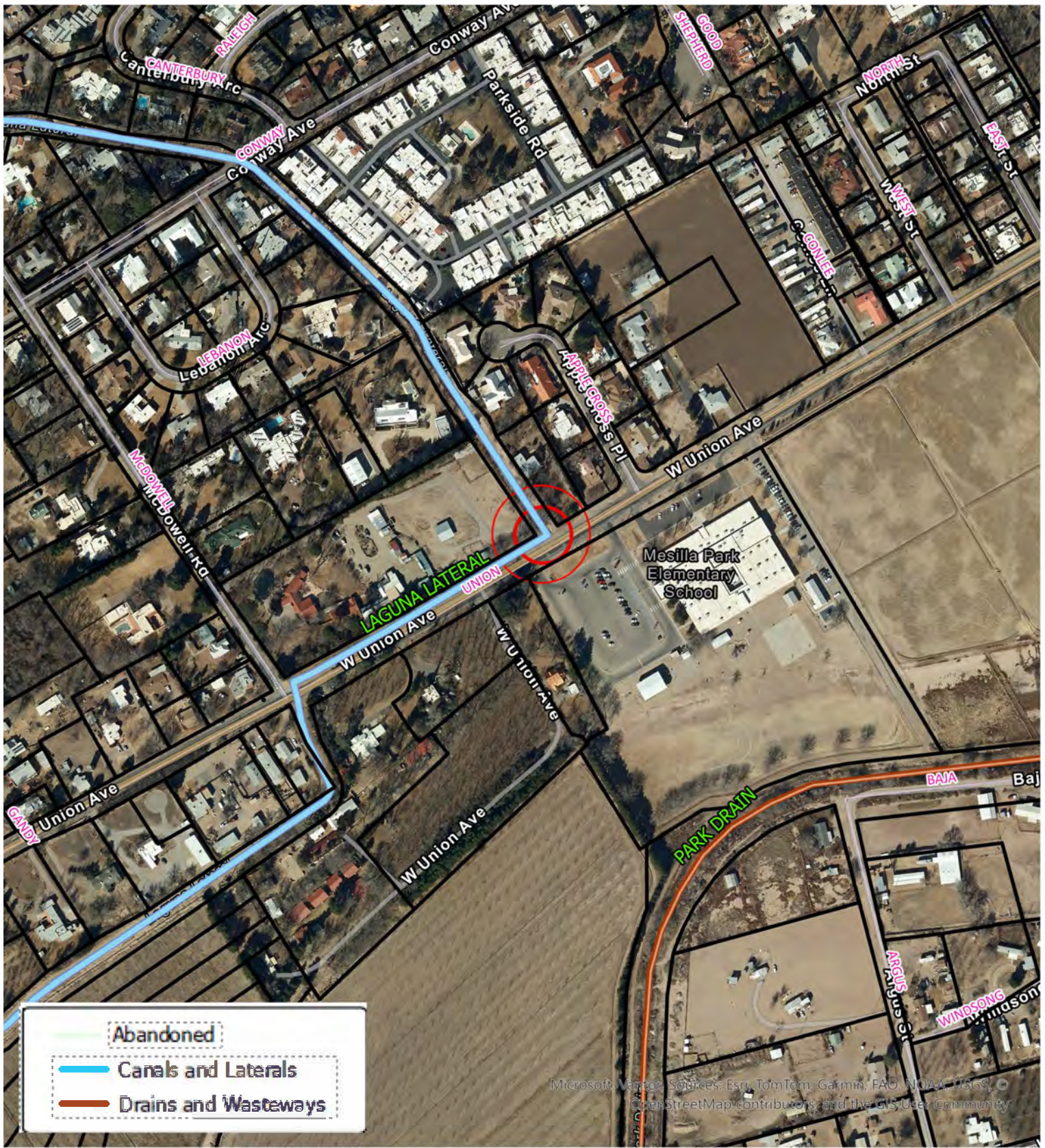
Approved by EBID Engineer

2026-L-009
EXHIBIT A

SW1/4 NW1/4 NE1/4
SEC 31 T23S R2E
APPROX. EBID ROW 50'



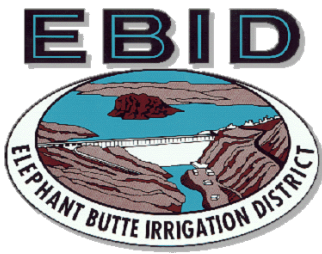
EXPLANATION		AUTHORITIES	SCALE	PROPERTY NUMBERS	BUREAU OF RECLAMATION RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT,	MESILLA VALLEY SHEET — 11 MESILLA PARK
Canals	Leaves					
Suspended Areas	Roads	Compiled from Topographic and Location Surveys by the Bureau of Reclamation. Property lines are from the best information available (Survey) and are shown as they are, but without assurance that they are always accurate or valid.	0 500 1000 1500 2000 T 23S. R 182E. DATE 1959 REVISED	Project Symbols of a Property Map. The Sheet No. followed by the Tract No. thus, 11, 72, 11 being the No. of this sheet, 72 being the Tract No. on this sheet. Data and Co. Plat No. 712		
Valley Land	High Land					
Valley Land	High Land					
Valley Land	High Land					



2026-L-009
EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE LAGUNA LATERAL AT APPROXIMATE STATION 112+21. APPROX. EBID ROW 50'





Elephant Butte Irrigation District

530 South Melendres Street

Las Cruces, NM 88005

575-526-6671

RIGHT OF USE LICENSE

Special Use X Limited Use

Engineering Job Number: 2026-018

License Number: 2026-L-010

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MARCH 11, 2026

To: MARCH 11, 2036

Month Day Year

Licensee (Name and address)

VEXUS FIBER, LLC

4006 W LOOP 289

LUBBOCK, TX 79407

Purpose (Specify use requested: what, quantities, dimensions, etc.)

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE LAGUNA LATERAL AT APPROXIMATE STATION 118+00 AS SHOWN IN EXHIBITS "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

Description of Premises Fee x Easement (Specify legal description of land and major features such as reservoir, canal, etc.)

LOCATED IN THE SE $\frac{1}{4}$ OF NE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 31 TOWNSHIP 23 SOUTH, RANGE 2 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Special Conditions (Where the property that is the subject of this License is held by the District other than as a fee simple estate, the Licensee shall be solely responsible for ascertaining whether the installation will encroach upon property belonging to entities or persons other than the District and for obtaining any additional permission or licenses that may be required from property owners other than the District. The Licensee shall obtain the requisite permission prior to the use of or encroachment upon the property.)

- AERIAL CROSSING MUST BE CONSTRUCTED AND MAINTAINED TO HAVE A SAG HEIGHT ABOVE THE BANK NO LESS THAN 22 FEET
- VEXUS: NMLS090 AREA 1, CANAL CODE 942

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ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MANAGER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: MARCH 11, 2026

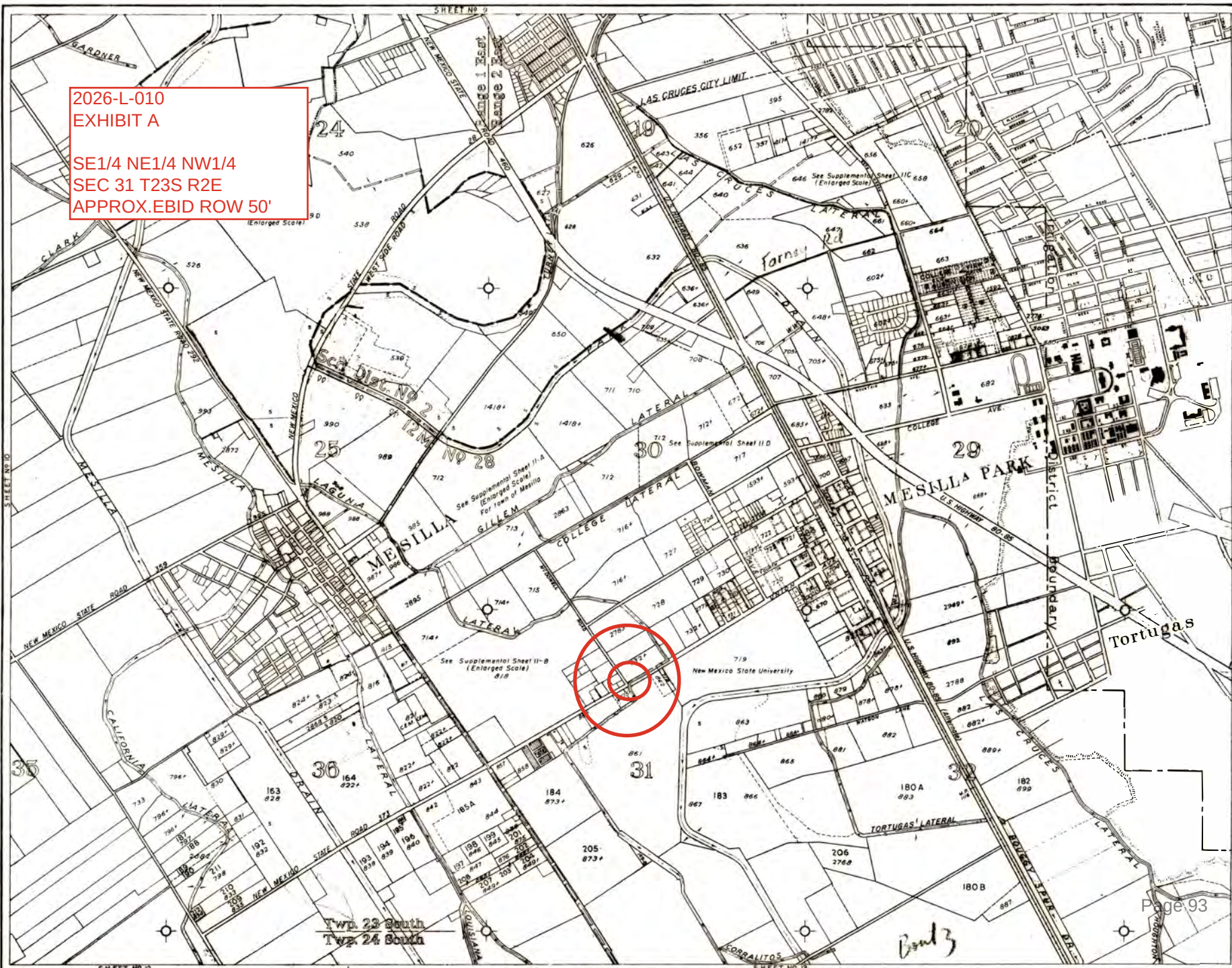
Approved by EBID Board of Directors

SIGNATURE/DATE: _____

Approved by EBID Engineer

2026-L-010
EXHIBIT A

SE1/4 NE1/4 NW1/4
SEC 31 T23S R2E
APPROX. EBID ROW 50'



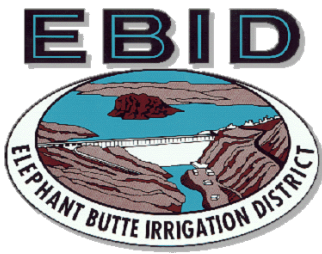


Map Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, OpenStreetMap contributors, and the GIS User Community



2026-L-010
EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE LAGUNA LATERAL AT APPROXIMATE STATION 118+00, APPROX EBID ROW 50'



Elephant Butte Irrigation District

530 South Melendres Street

Las Cruces, NM 88005

575-526-6671

RIGHT OF USE LICENSE

Special Use X Limited Use

Engineering Job Number: 2026-019

License Number: 2026-L-011

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MARCH 11, 2026

To: MARCH 11, 2036

Month Day Year

Licensee (Name and address)

VEXUS FIBER, LLC

4006 W LOOP 289

LUBBOCK, TX 79407

Purpose (Specify use requested: what, quantities, dimensions, etc.)

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE LAGUNA LATERAL AT APPROXIMATE STATION 120+40 AS SHOWN IN EXHIBITS "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

Description of Premises Fee x Easement (Specify legal description of land and major features such as reservoir, canal, etc.)

LOCATED IN THE NE $\frac{1}{4}$ OF SE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 31 TOWNSHIP 23 SOUTH, RANGE 2 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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- AERIAL CROSSING MUST BE CONSTRUCTED AND MAINTAINED TO HAVE A SAG HEIGHT ABOVE THE BANK NO LESS THAN 22 FEET
- VEXUS: NMLS090 AREA 1, CANAL CODE 361

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ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MANAGER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: MARCH 11, 2026

Approved by EBID Board of Directors

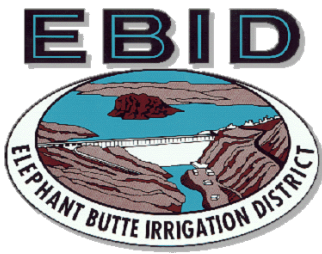
SIGNATURE/DATE: _____

Approved by EBID Engineer

NE1/4 SE1/4 NW1/4
SECTION 31 T23S R2E
APPROX. EBID ROW 50'



EXPLANATION Canals Levees Drains Suspended Areas Roads Community and Private Ditches High Land Low Land Irrigable Area Valley Land	AUTHORITIES Compiled from Topographic and Location Surveys by the Bureau of Reclamation, Project No. 11, from the best information available (Private Surveys, Deeds, Notes, Etc. but without assurance that they are always accurate or valid).	SCALE 0 500 1000 1500 2000 T.35S. R.18E DATE 1959 REVISED	PROPERTY NUMBERS Project Section and a Property in the Sheet No. followed by Tract No. thus, 11,72,11 being the 11th of this sheet. 72 being the Tract No. on this sheet. Dona Ana Co. Plot No. 712	BUREAU OF RECLAMATION RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT,	MESILLA VALLEY SHEET — 11 MESILLA PARK
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Elephant Butte Irrigation District

530 South Melendres Street

Las Cruces, NM 88005

575-526-6671

RIGHT OF USE LICENSE

Special Use X Limited Use

Engineering Job Number: 2026-020

License Number: 2026-L-012

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MARCH 11, 2026

To: MARCH 11, 2036

Month Day Year

Licensee (Name and address)

VEXUS FIBER, LLC

4006 W LOOP 289

LUBBOCK, TX 79407

Purpose (Specify use requested: what, quantities, dimensions, etc.)

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 354+00 AS SHOWN IN EXHIBITS "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

Description of Premises Fee x Easement (Specify legal description of land and major features such as reservoir, canal, etc.)

LOCATED IN THE SW $\frac{1}{4}$ OF NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 29 TOWNSHIP 23 SOUTH, RANGE 2 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Special Conditions (Where the property that is the subject of this License is held by the District other than as a fee simple estate, the Licensee shall be solely responsible for ascertaining whether the installation will encroach upon property belonging to entities or persons other than the District and for obtaining any additional permission or licenses that may be required from property owners other than the District. The Licensee shall obtain the requisite permission prior to the use of or encroachment upon the property.)

- AERIAL CROSSING MUST BE CONSTRUCTED AND MAINTAINED TO HAVE A SAG HEIGHT ABOVE THE BANK NO LESS THAN 22 FEET
- VEXUS: NMLS090 AREA 1, CANAL CODE 301

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ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MANAGER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: MARCH 11, 2026

Approved by EBID Board of Directors

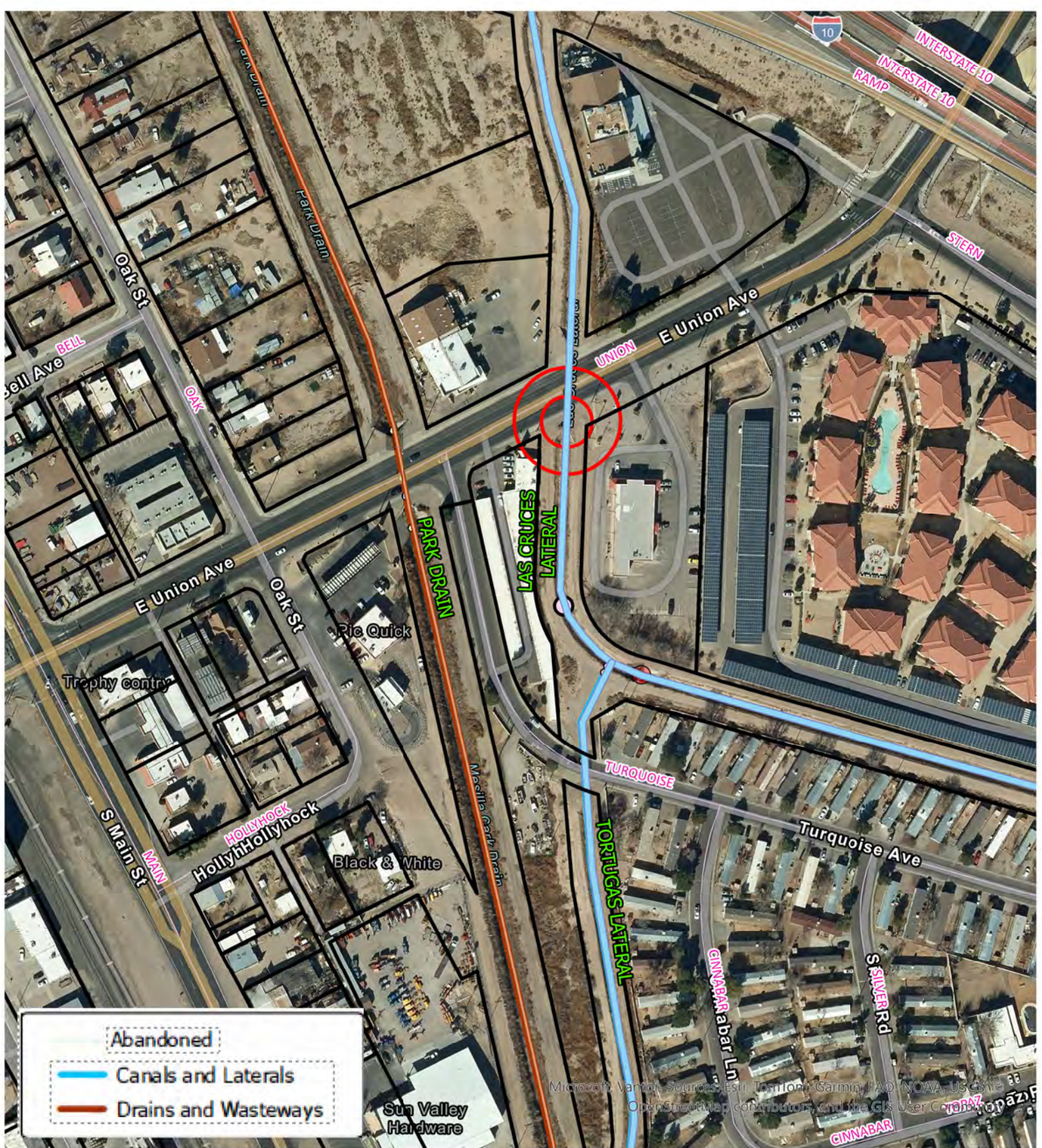
SIGNATURE/DATE: _____

Approved by EBID Engineer

SW1/4 NE1/4 SW1/4
SEC 29 T23S R2S
APPROX. EBID ROW 50'



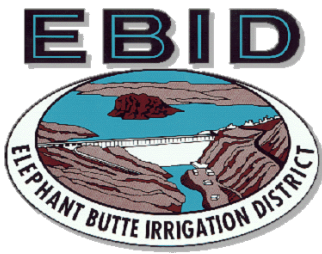
EXPLANATION Canals Levees Drains Suspended Areas Roads Community and Private Ditches High Land Valley Land Various Irrigation Conductions Sand Irrigable Area	AUTHORITIES Compiled from Topographic and Location Surveys by the Bureau of Reclamation. Property lines from the best information available (Private Surveys, Deed Notes, Etc. but without assurance that they are always accurate or valid).	SCALE 0 500 1000 1500 2000 T.35S. R.18E DATE 1959 REVISED	PROPERTY NUMBERS Project Section and a Property in the Sheet No. followed by Tract No. thus, 11,72,11 being the 11th of this sheet. 72 being the Tract No. on this sheet. Dona Ana Co. Plot No. 712	BUREAU OF RECLAMATION RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT,	MESILLA VALLEY SHEET — 11 MESILLA PARK
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2026-L-012
EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN AND AERIAL FIBER OPTIC LINE CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 354+00, APPROX EBID ROW 50'





Elephant Butte Irrigation District

530 South Melendres Street

Las Cruces, NM 88005

575-526-6671

RIGHT OF USE LICENSE

Special Use X Limited Use

Engineering Job Number: 2026-021

License Number: 2026-L-013

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MARCH 11, 2026

To: MARCH 11, 2036

Month Day Year

Licensee (Name and address)

VEXUS FIBER, LLC

4006 W LOOP 289

LUBBOCK, TX 79407

Purpose (Specify use requested: what, quantities, dimensions, etc.)

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 353+50 AS SHOWN IN EXHIBITS "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

Description of Premises Fee x Easement (Specify legal description of land and major features such as reservoir, canal, etc.)

LOCATED IN THE SW $\frac{1}{4}$ OF NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 29 TOWNSHIP 23 SOUTH, RANGE 2 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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- VEXUS: NMLS090 AREA 2, CANAL CODE 301

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ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MANAGER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: MARCH 11, 2026

Approved by EBID Board of Directors

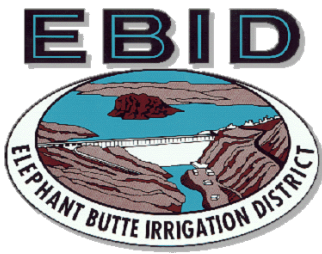
SIGNATURE/DATE: _____

Approved by EBID Engineer

SW1/4 NE1/4 SW1/4
SEC 29 T23S R2E
APPROX. EBID ROW 50'



EXPLANATION Canals Levees Drains Suspended Areas Roads Community and Private Ditches High Land Low Land Irrigable Area Valley Land	AUTHORITIES Compiled from Topographic and Location Surveys by the Bureau of Reclamation, Project No. 11, from the best information available (Private Surveys, Deeds, Notes, Etc. but without assurance that they are always accurate or valid).	SCALE 0 500 1000 1500 2000 T.35S. R.18E DATE 1959 REVISED	PROPERTY NUMBERS Project Section and a Property in the Sheet No. followed by Tract No. thus, 11,72,11 being the 11th of this sheet. 72 being the Tract No. on this sheet. Dona Ana Co. Plat No. 712	BUREAU OF RECLAMATION RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT,	MESILLA VALLEY SHEET — 11 MESILLA PARK
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Elephant Butte Irrigation District

530 South Melendres Street

Las Cruces, NM 88005

575-526-6671

RIGHT OF USE LICENSE

Special Use X Limited Use

Engineering Job Number: 2026-022

License Number: 2026-L-014

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MARCH 11, 2026

To: MARCH 11, 2036

Month Day Year

Licensee (Name and address)

VEXUS FIBER, LLC

4006 W LOOP 289

LUBBOCK, TX 79407

Purpose (Specify use requested: what, quantities, dimensions, etc.)

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE LAGUNA LATERAL AT APPROXIMATE STATION 106+33 AS SHOWN IN EXHIBITS "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

Description of Premises Fee x Easement (Specify legal description of land and major features such as reservoir, canal, etc.)

LOCATED IN THE NW $\frac{1}{4}$ OF NW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 31 TOWNSHIP 23 SOUTH, RANGE 2 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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- VEXUS: NMLS090 AREA 5, CANAL CODE 361

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ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MANAGER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: MARCH 11, 2026

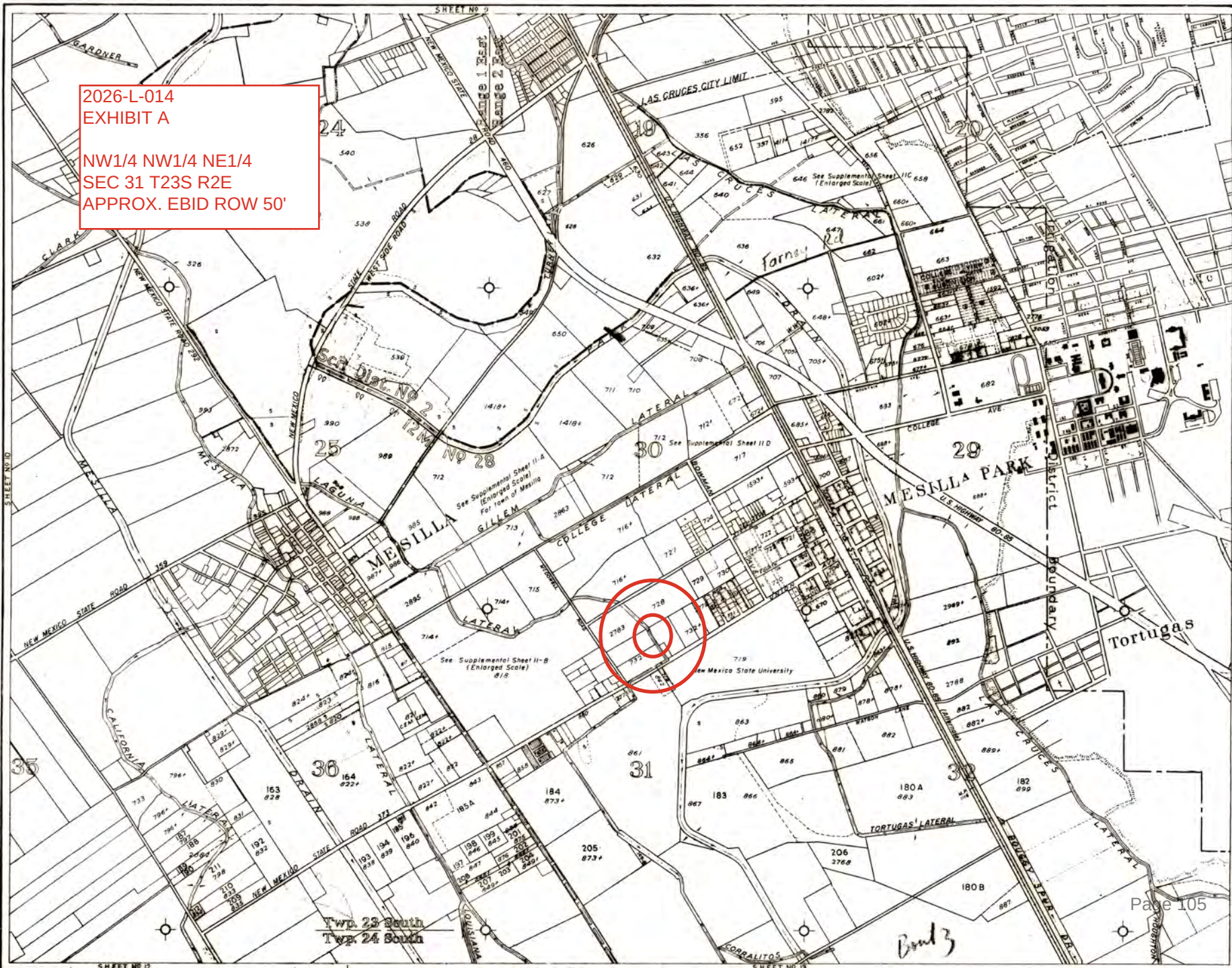
Approved by EBID Board of Directors

SIGNATURE/DATE: _____

Approved by EBID Engineer

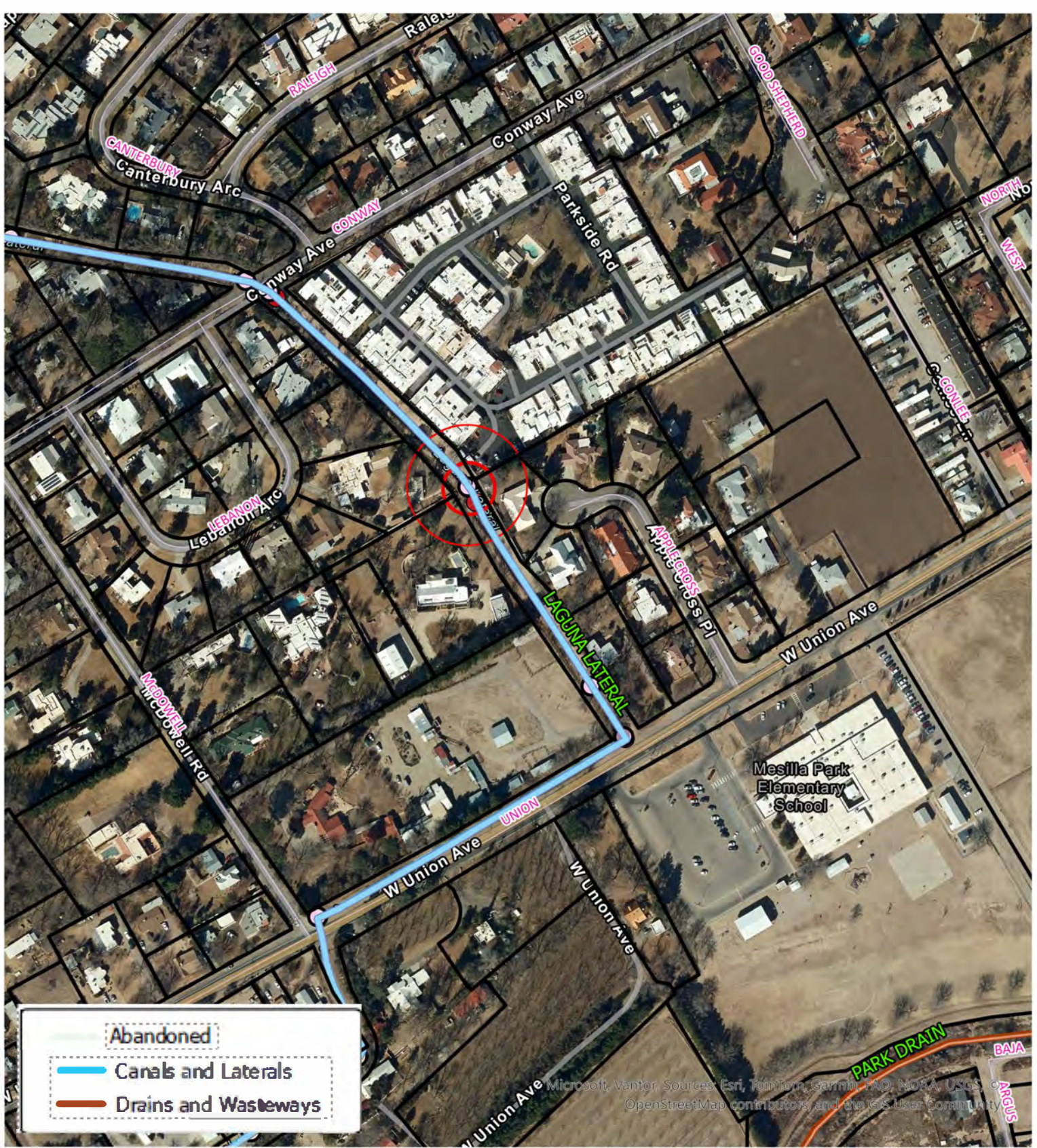
2026-L-014
EXHIBIT A

NW1/4 NW1/4 NE1/4
SEC 31 T23S R2E
APPROX. EBID ROW 50'



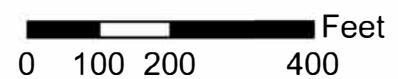
Page 105

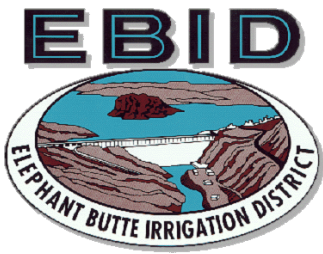
EXPLANATION		AUTHORITIES	SCALE	PROPERTY NUMBERS	BUREAU OF RECLAMATION RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT,	MESILLA VALLEY SHEET — 11 MESILLA PARK
Canals	Leaves					
Suspended Areas	Roads	Compiled from Topographic and Location Surveys by the Bureau of Reclamation. Property lines are from the best information available (bearing and distance) but with no assurance that they are always accurate or valid.	0 500 1000 1500 2000 T 23S. R. 182E. DATE 1959 REVISED	Project Symbols of a Property in the Sheet No. followed by Tract No. thus, 1L72, II being the No. of this sheet, 72 being the Tract No. on this sheet. Data and Co. Plat No. 712		
Valley Land	High Land					
Valley Land	High Land					
Valley Land	High Land					



2026-L-014
EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE LAGUNA LATERAL AT APPROXIMATE STATION 106+33, APPROX EBID ROW 50'





Elephant Butte Irrigation District

530 South Melendres Street

Las Cruces, NM 88005

575-526-6671

RIGHT OF USE LICENSE

Special Use X Limited Use

Engineering Job Number: 2026-023

License Number: 2026-L-015

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MARCH 11, 2026

To: MARCH 11, 2036

Month Day Year

Licensee (Name and address)

VEXUS FIBER, LLC

4006 W LOOP 289

LUBBOCK, TX 79407

Purpose (Specify use requested: what, quantities, dimensions, etc.)

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE LAGUNA LATERAL AT APPROXIMATE STATION 100+60 AS SHOWN IN EXHIBITS "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

Description of Premises Fee x Easement (Specify legal description of land and major features such as reservoir, canal, etc.)

LOCATED IN THE SW¹/₄ OF SE¹/₄ OF THE SW¹/₄ OF SECTION 30 TOWNSHIP 23 SOUTH, RANGE 2 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Special Conditions (Where the property that is the subject of this License is held by the District other than as a fee simple estate, the Licensee shall be solely responsible for ascertaining whether the installation will encroach upon property belonging to entities or persons other than the District and for obtaining any additional permission or licenses that may be required from property owners other than the District. The Licensee shall obtain the requisite permission prior to the use of or encroachment upon the property.)

- AERIAL CROSSING MUST BE CONSTRUCTED AND MAINTAINED TO HAVE A SAG HEIGHT ABOVE THE BANK NO LESS THAN 22 FEET
- VEXUS: NMLS090 AREA 6, CANAL CODE 361

The Licensee has read and reviewed the language contained on the reverse side of the license application, and hereby accepts this License subject to the terms and conditions expressed or implied herein. The Licensee also understands the rules and regulations of the Elephant Butte Irrigation District and agrees to abide by same during the term of this License.

Sign name(s) as written in License. For partnerships, a general partner's signature is required. For corporations, an officer or other individual with proper authority evidenced by a corporate resolution granting such authority is required to sign. For a limited liability company, a member, manager, officer or other individual with proper authority evidenced by a company resolution granting such authority is required to sign. Any deviation from the required signatories must be approved by EBID.

ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MANAGER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: MARCH 11, 2026

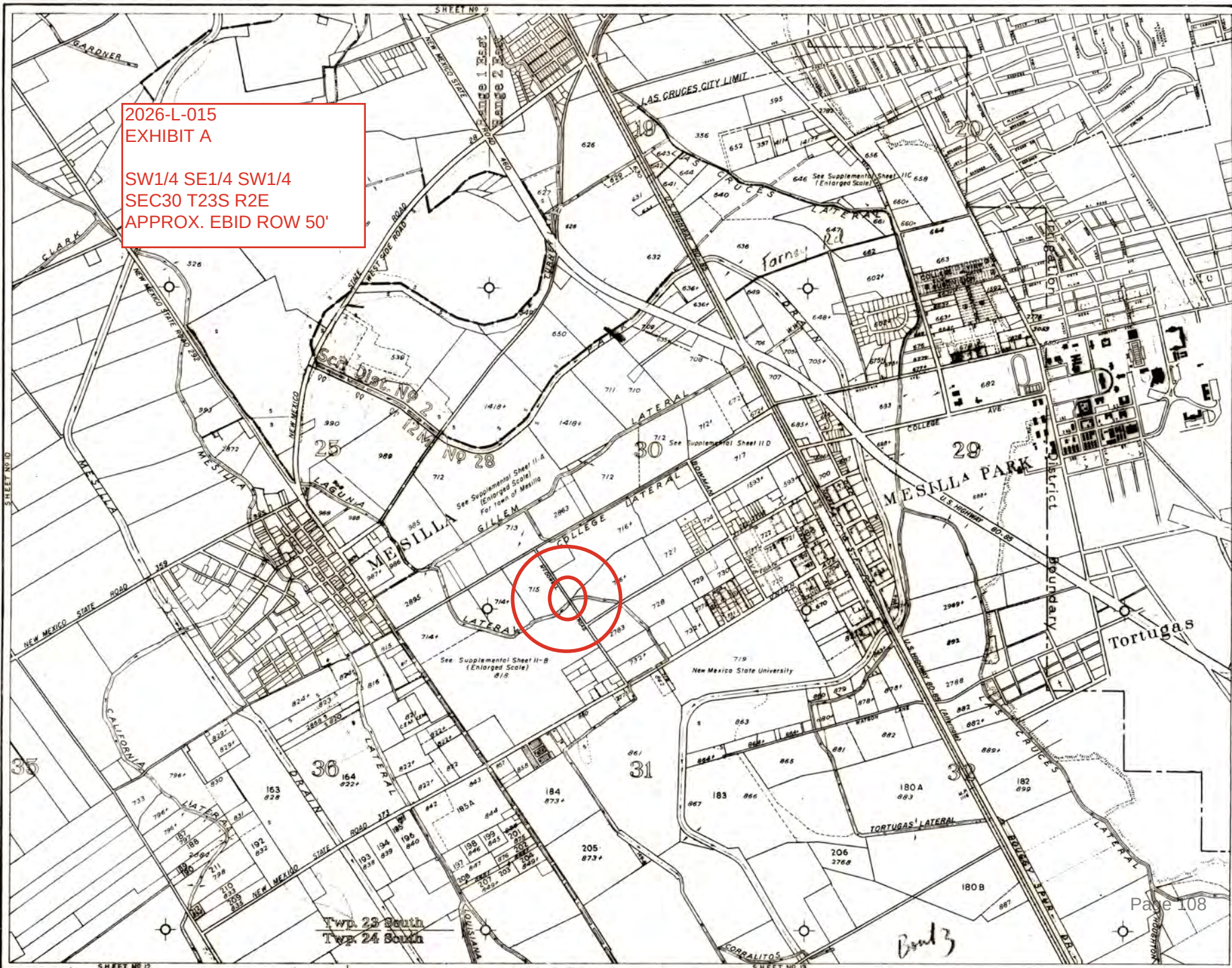
Approved by EBID Board of Directors

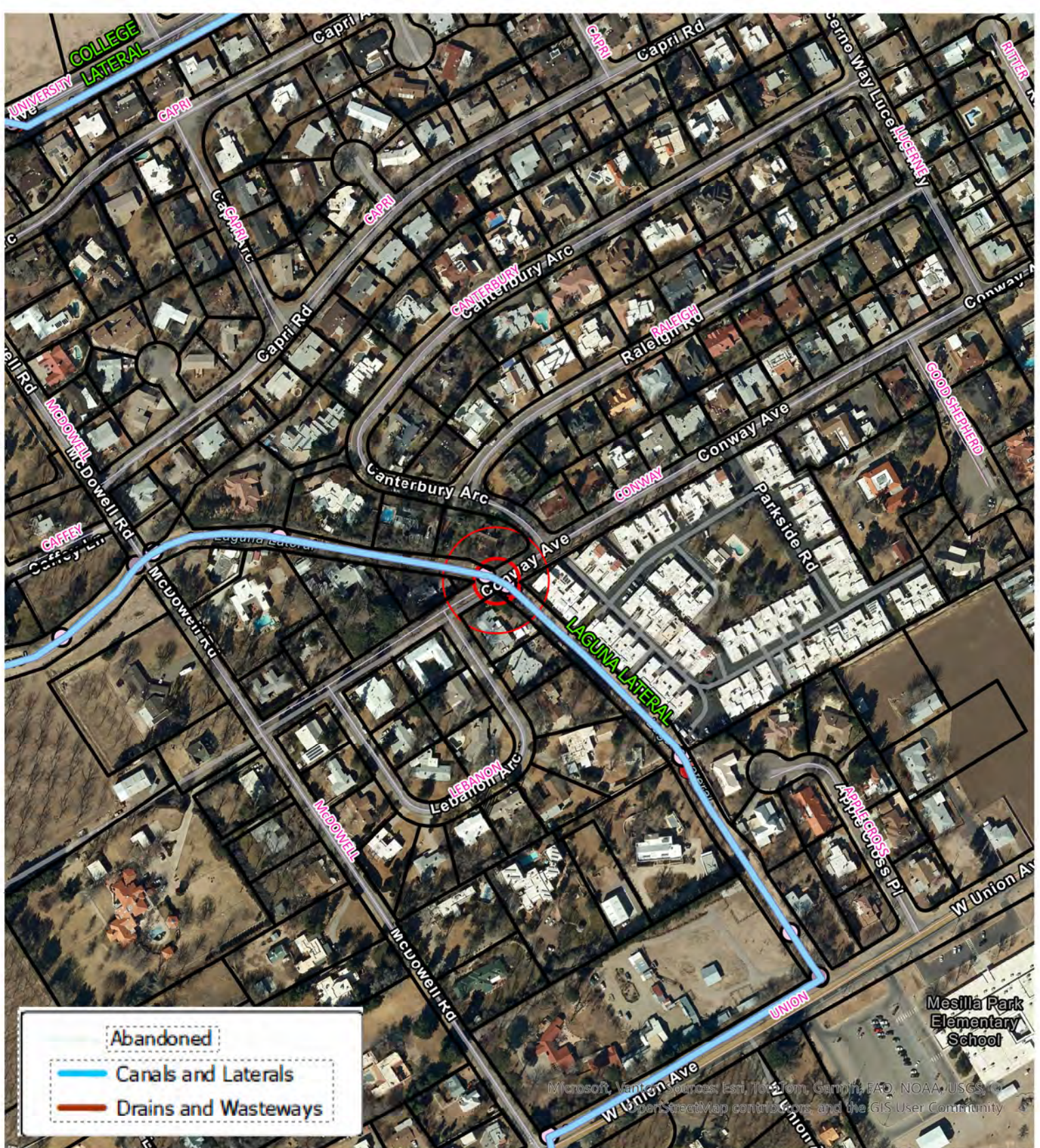
SIGNATURE/DATE: _____

Approved by EBID Engineer

2026-L-015
EXHIBIT A

SW1/4 SE1/4 SW1/4
SEC30 T23S R2E
APPROX. EBID ROW 50'

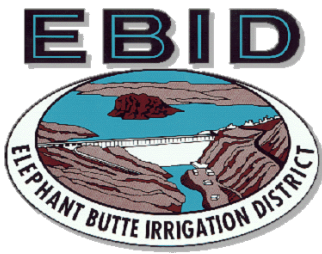




2026-L-015
EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE LAGUNA LATERAL AT APPROXIMATE STATION 100+60, APPROX EBID ROW 50'





Elephant Butte Irrigation District

530 South Melendres Street

Las Cruces, NM 88005

575-526-6671

RIGHT OF USE LICENSE

Special Use X Limited Use

Engineering Job Number: 2026-024

License Number: 2026-L-016

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MARCH 11, 2026

To: MARCH 11, 2036

Month Day Year

Licensee (Name and address)

VEXUS FIBER, LLC

4006 W LOOP 289

LUBBOCK, TX 79407

Purpose (Specify use requested: what, quantities, dimensions, etc.)

TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING THE PARK DRAIN AT APPROXIMATE STATION 390+35 AS SHOWN IN EXHIBITS "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

Description of Premises Fee x Easement (Specify legal description of land and major features such as reservoir, canal, etc.)

LOCATED IN THE NE¹/₄ OF NW¹/₄ OF THE SW¹/₄ OF SECTION 29 TOWNSHIP 23 SOUTH, RANGE 2 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Special Conditions (Where the property that is the subject of this License is held by the District other than as a fee simple estate, the Licensee shall be solely responsible for ascertaining whether the installation will encroach upon property belonging to entities or persons other than the District and for obtaining any additional permission or licenses that may be required from property owners other than the District. The Licensee shall obtain the requisite permission prior to the use of or encroachment upon the property.)

- **BURIED UTILITY CROSSINGS CONSTRUCTED ABOVE EXISTING CULVERT PIPE SHALL HAVE NO LESS THAN 12" OF COVER BETWEEN THE TOP OF CULVERT PIPE TO BOTTOM OF UTILITY CASING AND NO LESS THAN 12" COVER FROM TOP OF UTILITY CASING TO FINAL GRADE**
- **BURIED CROSSINGS MUST BE ENCASED THROUGHOUT EBID RIGHT OF WAY**
- **SEE ATTACHED DRAWING "D" FOR EBID UTILITY CROSSING STANDARDS**
- **NO CONSTRUCTION ALLOWED DURING IRRIGATION SEASON**
- **VEXUS: NMLS090 AREA 3, CANAL CODE 942**

The Licensee has read and reviewed the language contained on the reverse side of the license application, and hereby accepts this License subject to the terms and conditions expressed or implied herein. The Licensee also understands the rules and regulations of the Elephant Butte Irrigation District and agrees to abide by same during the term of this License.

Sign name(s) as written in License. For partnerships, a general partner's signature is required. For corporations, an officer or other individual with proper authority evidenced by a corporate resolution granting such authority is required to sign. For a limited liability company, a member, manager, officer or other individual with proper authority evidenced by a company resolution granting such authority is required to sign. Any deviation from the required signatories must be approved by EBID.

ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MANAGER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: MARCH 11, 2026

Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer

General Conditions

SECTION 1. Rights of Elephant Butte Irrigation District (EBID): The Elephant Butte Irrigation District (hereinafter Licensor) operates and maintains the New Mexico portion of the Rio Grande Project. It has fee simple and easement rights over canals, ditches and other rights-of-way within the District boundaries.

SECTION 2. Assignment and Binding Nature: Licensee shall not assign this license, in whole or in part, without Licensor's prior written consent, and absent such consent, any attempted assignment shall be void. Licensee shall make all requests for Licensor's consent to an assignment, modification, or amendment of the license in writing and shall accompany each request with an Administrative fee of \$50.00 Plus Applicable Taxes. Such service charge shall be the property of Licensor and not refundable to Licensee. Consent to assign to Licensee's subsidiary, parent, successor or affiliated entity will not be unreasonably withheld.

SECTION 3. Termination of the License:

3.1 Either party may terminate this license with or without cause upon not less than thirty (30) days written notice, provided that the Licensee shall be given thirty days after written notice to cure the circumstances giving rise to termination for cause. Fees will only be reimbursed on a prorated basis if EBID terminates the license without cause. Fees shall not be reimbursed under any other situation unless determined otherwise by EBID Board on a case-by-case basis.

3.2 If Licensee fails to comply with the conditions set forth herein, or if either party terminates this license, Licensee shall remove at its own cost, within thirty (30) calendar days after written notice from Licensor, any materials, improvements or facilities placed on Licensed Property by Licensee, its directors, officers, employees, or agents. If Licensee fails to remove any of the materials, improvements, or facilities within the thirty (30) day period, Licensor at its election, (i) with or without giving notice to Licensee, may remove and store the materials, improvements of facilities or (ii) give written notice to Licensee that Licensor will retain the materials, improvements or facilities. Upon Licensor's giving said written notice to Licensee that Licensor will retain the materials, improvements, or facilities, Licensee's right, title and interest in the materials, improvements, or facilities immediately shall vest in Licensor.

3.3 If Licensor removes any materials, improvements or facilities pursuant to Section 3.2, Licensee shall reimburse Licensor for the costs of such removal or storage (as conclusively determined by Licensor) within ten (10) calendar days after Licensor presents Licensee a statement of such costs. Licensee hereby releases Licensor from any and all damages resulting to Licensee from such removal or storage. The provisions of this Section shall survive termination of this license.

3.4 If Licensee's right, title and interest in any of the materials, improvements or facilities vest in Licensor pursuant to Section 3.2, then Licensee shall execute, acknowledge and deliver to Licensor an instrument, acceptable to Licensor, transferring to Licensor all Licensee's right, title and interest in the materials, improvements or facilities. The provisions of this Section shall survive termination of this license.

SECTION 4. Maintenance of Licensed Property and Interface with Licensor's Use of Licensed Property:

4.1 Licensee, at its own expense, shall maintain the Licensed Property and all Licensee's materials, improvements and facilities thereon in good, sanitary and safe condition as conclusively determined by Licensor. Such maintenance shall involve but not be limited to, (a) repair and upkeep of the structure(s); (b) the removal of deposited sediment, trash, and other debris from within and adjacent to the structure(s); (c) control of vectors and other pests associated with the structure(s); and (d) repair of damages to the affected facilities of the Rio Grande Project as determined by EBID. Such maintenance shall be conducted by the Licensee annually or on request by EBID between the end of each irrigation season and December 31 of the same year, or at other times upon written notification by EBID. Such maintenance shall not interfere in any manner whatsoever with the construction, operation, and maintenance of any part of the Rio Grande Project. EBID shall be notified at least forty-eight (48) hours in advance of any planned maintenance, unless emergency conditions prevent such notification, and then notification will be given as soon as possible. Neither Licensee nor its agents shall interfere with the use of the Licensed Property by Licensor, or the interest of any other individual or entity in the Licensed Property.

4.2 If Licensee defaults in the performance of any provision of Section 4.1, as conclusively determined by Licensor, and Licensor gives notice of the default, Licensee shall correct such default to the satisfaction of Licensor within the required period of time set forth in the notice (Correction Period). If Licensee fails to correct the default within the Correction Period, Licensor may take any action determined by Licensor to be necessary to correct such default, including without limitation making any repair or modification to or removing any such materials, improvements or facilities. Licensee shall reimburse Licensor for the costs of correcting such default, as conclusively determined by Licensor, within ten (10) calendar days after Licensor presents Licensee a statement of such costs. Licensee hereby releases Licensor from all damages resulting to Licensee from correcting such default, so long as Licensee has complied with this provision, including without limitation those damages arising from all repairs or modifications to or removal of any materials, improvements, or facilities on the Licensed Property.

SECTION 5. Nonexclusive Rights: This license is nonexclusive and nothing herein shall prevent Licensor from accessing or using the Licensed Property or prohibit Licensor from Licensing another entity to access or use the Licensed Property. Licensor shall not be liable to Licensee for any damage to public or private property or installations located upon the Licensed Property. Nothing in this license shall be construed to deny or lessen the powers and privileges granted Licensor by the laws of the State of New Mexico.

SECTION 6. Existing Easements and Licenses: This license is subject to all existing easements, licenses and matters of record.

SECTION 7. For "Individual" Licenses Only - Indemnification: "Individual" Licenses are defined to be all those Licenses issued to Licensees other than Governmental Entities. Non-Governmental entity Licensee (Indemnitor), its successors and assigns, shall indemnify and hold harmless Licensor (Indemnitee), and the directors, officers, employees, agents, successors and assigns thereof, against and from any claim, demand, lawsuit or action of any kind for damages or loss; whether directly or indirectly arising out of (a) acts or omissions of Licensee, its agents, officers, directors, or employees, (b) Licensee's use or occupancy of the Licensed Property for the purposes contemplated by this License, including but not limited to claims by third parties who are invited or Licensed onto the Licensed Property, either expressly or implied, by Licensee or by the nature of Licensees development or other use pursuant to this License, or (c) Licensee's failure to comply with or fulfill its obligations established by this license or by law, and whether such damage or loss is to person or property. Such obligation to indemnify shall extend to and encompass all costs incurred by Licensor in defending against subject claims, demands, lawsuits, or actions, including though not limited to attorney, witness and expert witness fees, and any other litigation related expenses. Licensee shall have no obligation to indemnify Licensor against liability directly attributable to the negligence or willful actions of the Licensor, its directors, officers, employees, agents, successors or assigns. The provisions of this section shall survive termination of this license. Regardless of this Paragraph nothing in this License should be construed as a waiver of immunity, defenses, or limitations of liability provided to EBID by the New Mexico Tort Claims Act or other applicable law.

For "Government" Licenses Only - Tort Claims Act: By entering into this Agreement, the District and its "public employees" as defined in the New Mexico Tort Claims Act, and the Licensee and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense(s) and/or do not waive any limitation(s) of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act. However, within the limitations above stated, each party shall be responsible for their own negligent acts. This Agreement is not intended by any of its provisions to create in the public, or any member thereof, a third-party beneficiary or to authorize anyone not a party to this Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

SECTION 8. Insurance: Without limiting any liabilities or any other obligations or duties of Licensee, EBID at its option

may require insurance and proof of insurance as a condition to this License. If the insurance is required, the Licensee will be notified by letter, which letter shall specify the amount and type of insurance required by EBID.

SECTION 9. Construction:

9.1 Prior to making any installations on the Licensed Property, Licensee shall submit to Licensor for its approval a detailed plan showing the location of any such installations, and pay Licensor all review and inspection fees required by Licensor. All construction on the Licensed Property shall be performed in accordance with specifications approved by Licensor. At least ten (10) days prior to the beginning of any construction on the Licensed Property, Licensee shall provide Licensor notice of the date that construction will begin and a schedule listing all construction activities and the dates when such construction activities will be performed. Licensee shall give Licensor written notice of all changes in the schedule and delays in construction immediately upon it being reasonably foreseeable that such change or delay will occur.

9.2 Licensee shall contact Licensor a minimum of 72 hours in advance of start of construction to obtain a construction clearance. Phone Number: (575) 526-6671. NOTE: A CONSTRUCTION CLEARANCE DOES NOT ASSURE THAT THE CANALS, LATERALS OR DRAINS WILL BE WITHOUT WATER.

9.3 Licensee's materials, facilities, improvements, and appurtenances constructed, installed, operated and maintained on the Licensed Property shall not interfere with Licensor's use of Licensor's existing and/or any future irrigation facilities on or adjacent to the Licensed Property.

9.4 Licensor may regulate the scheduling of construction, if any, located on the Licensed Property relating to irrigation operation, traffic control, backfilling, compacting, or paving and locating or relocating the materials, facilities, improvements or appurtenances.

9.5 If relocation of Licensee's materials, facilities, improvements or appurtenances is necessitated by Licensor's use of existing facilities or the construction of improvements by or on behalf of Licensor, Licensee shall bear the entire cost of relocating said materials, facilities, improvements and appurtenances.

9.6 Licensor shall not exercise its right to require relocation of Licensee's facilities in an unreasonable or arbitrary manner.

SECTION 10. Licenses, Statutes and Codes: Licensee shall comply with the applicable requirements of all statutes, acts, ordinances, regulations, codes, and standards of legally constituted authorities with jurisdiction, including continuous compliance with all Board of Director Policies in place governing the use of EBID property. Licensee shall obtain or cause to be obtained at its expense, all Licenses, approvals and authorizations required by Licensee's actions pursuant to this license taking effect. The provisions of this Section shall survive termination of this license.

SECTION 11. Licensor's Right to Inspect:

11.1 Licensor may enter any part of the Licensed Property at all reasonable times to make an inspection thereof. During any construction by Licensee, Licensor may inspect all trenching, backfilling and other related items and require conformance with all requirements and specifications established by Licensor.

11.2 Licensee shall release Licensor for all damages arising out of any delay, whether reasonable or unreasonable, or foreseeable or unforeseeable, by Licensor in Licensing or inspecting any work on the Licensed Premises. The provisions of this section shall survive termination of this license.

SECTION 12. Service of Notice: All notices and demands required or Licensed by this license shall be in writing and shall be deemed to have been given properly when (i) sent by certified mail (postage fully prepaid) to the respective address as furnished by either party to the other pursuant to this section; (ii) delivered personally to the parties hereto.

SECTION 13. Administrative and Land Use Fees: Licensee shall pay all fees, including administrative costs in excess of the initial \$300.00 deposit already paid at the time of application for the preparation of the right-of-use document and land use fees pursuant to EBID Board Policy regarding Right of Use of EBID facilities. All costs will be invoiced either at the time of issuance of the License or at a later date as the same shall become known and due. Failure to pay within 30 days of such invoice will result in termination of the License.

SECTION 14. Waiver: No waiver by either party of any breach of any of the covenants or conditions of this license which are to be performed by the other party shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition. There shall be no waiver by implication, all formal waivers must be approved in writing by the waiving party.

SECTION 15. Attorneys' Fees upon Default: If Licensee defaults in the timely performance of its obligations, under this license, the Licensor shall be entitled to recover all reasonable expenses and attorney's fees incurred by Licensor in enforcing its rights under the license including pre-suit fees and expenses and court costs, including expert witness fees and the like, as determined by a Court in any suit or proceeding. The foregoing shall not in any way limit or restrict any right or remedy at law or equity which would otherwise be available to such party in default.

SECTION 16. Force Majeure: If either party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this License, other than the obligation of Licensee to make payments of amounts due hereunder, then the obligations of both Licensee and Licensor, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall so far as possible be remedied within a reasonable time. The term "force majeure" as employed in this license shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, interruptions by government not due to the fault of the parties, civil disturbances, explosions, or unforeseeable action or nonaction by governmental bodies in approving the applications for approvals or Licenses or any material change in circumstances arising out of legislation, regulation or litigation. Nothing in this section shall require Licensor to settle a strike.

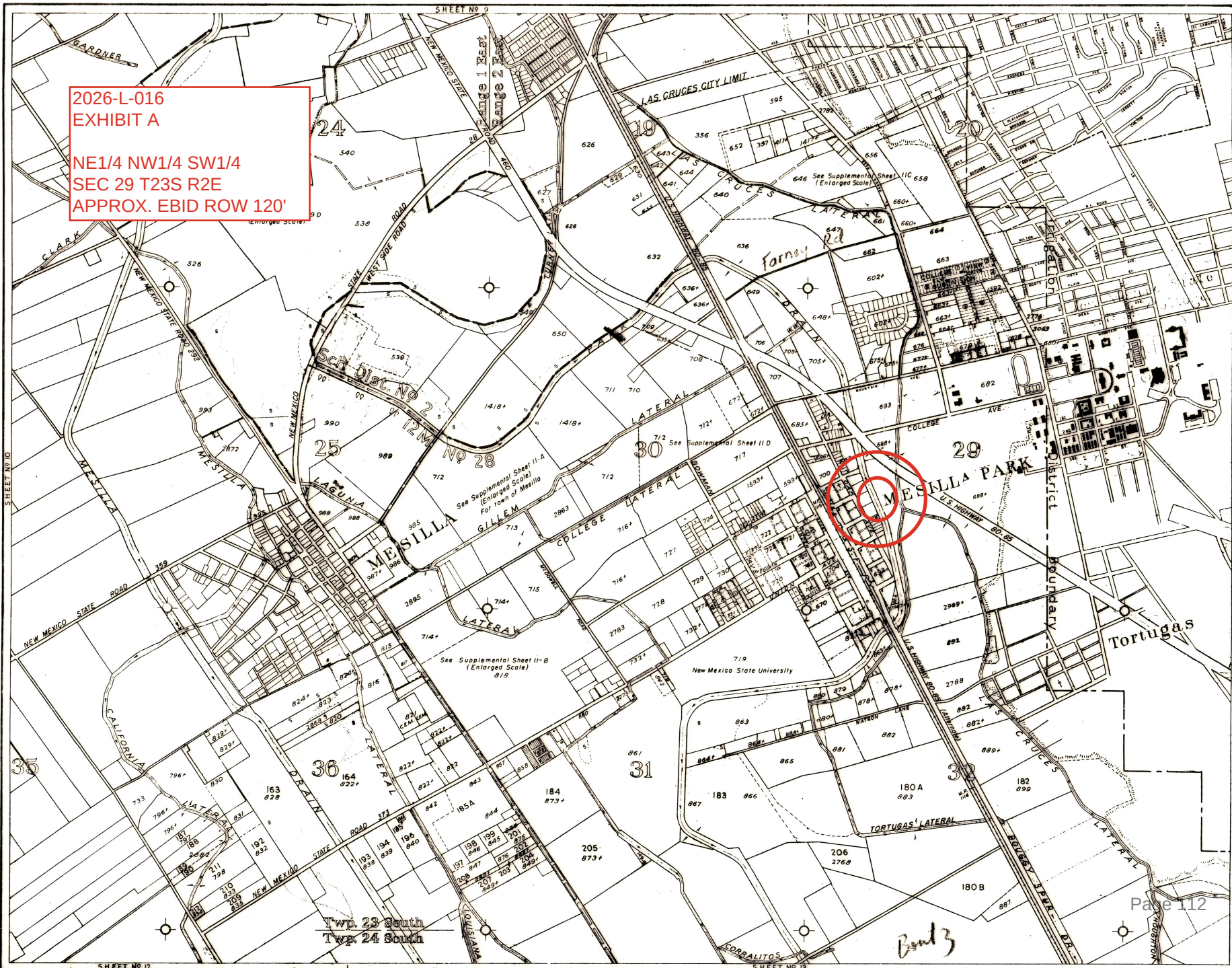
SECTION 17. Entire Agreement; Changes After Execution: This License, including its specified addenda and exhibits, if any, constitutes the entire agreement between the parties, and any amendment hereto must be in writing, and signed by both parties.

SECTION 18. Water Damage: Licensor shall not be liable for any loss sustained by Licensee, its officers, employees, agents, assigns or invitees on the Licensed Property because of water damage from any sources whatsoever, including but not limited to, flood, drainage, or run-off, irrespective of any prior knowledge by Licensor of the possibility of such flood, drainage, or run-off, or any act, omission or negligence of Licensor, members of its governing body, directors, officers, employees, agents or assigns, arising from operation or maintenance of any Rio Grande Project dam, canal, drain or other works.

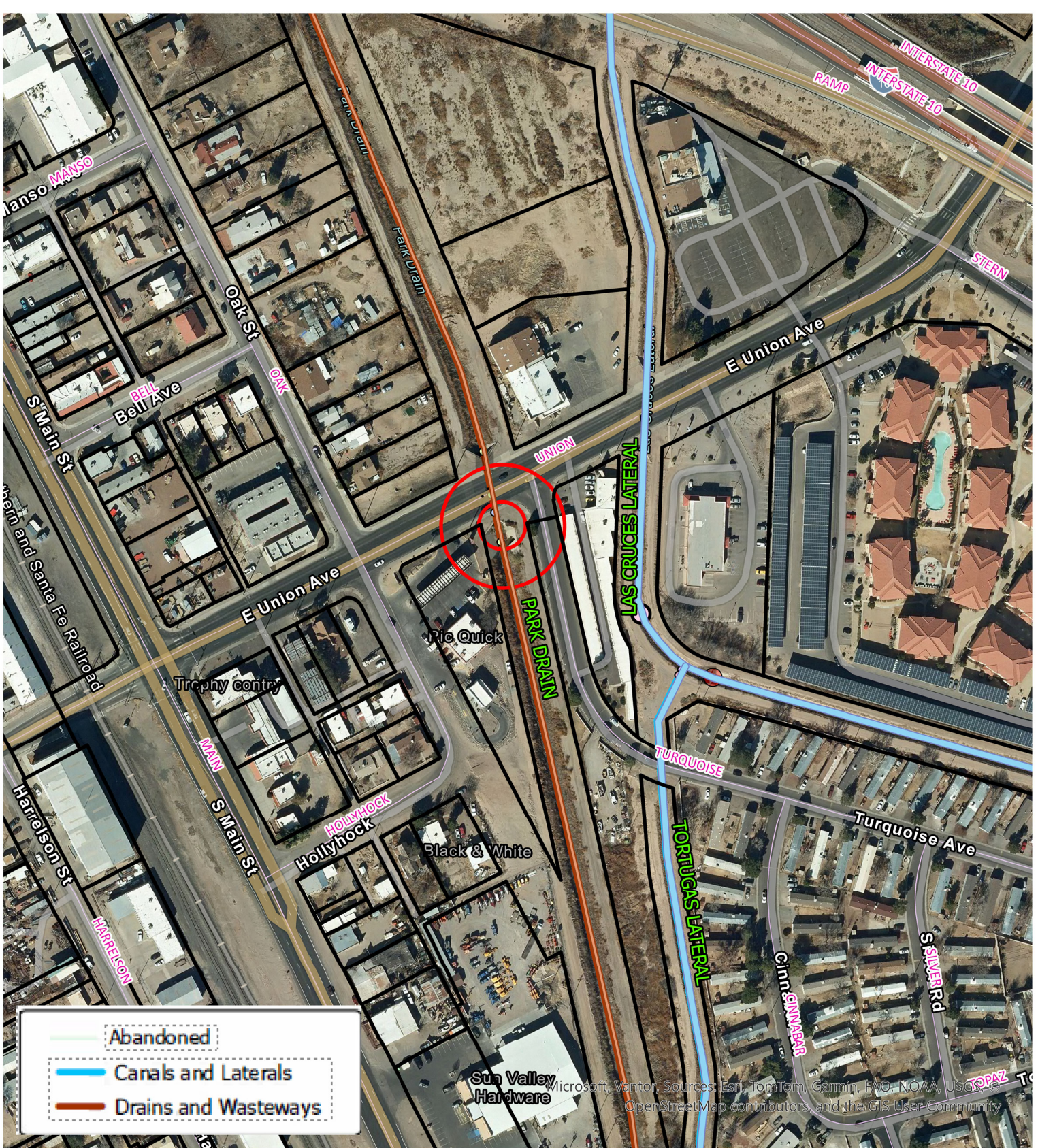
SECTION 19. Expiration: Construction authorized by the license must be initiated no later than two years after final approval by the EBID Board of Directors. Failure to comply with the two-year time limit invalidates the license. All fees paid shall be forfeited.

2026-L-016
EXHIBIT A

NE1/4 NW1/4 SW1/4
SEC 29 T23S R2E
APPROX. EBID ROW 120'



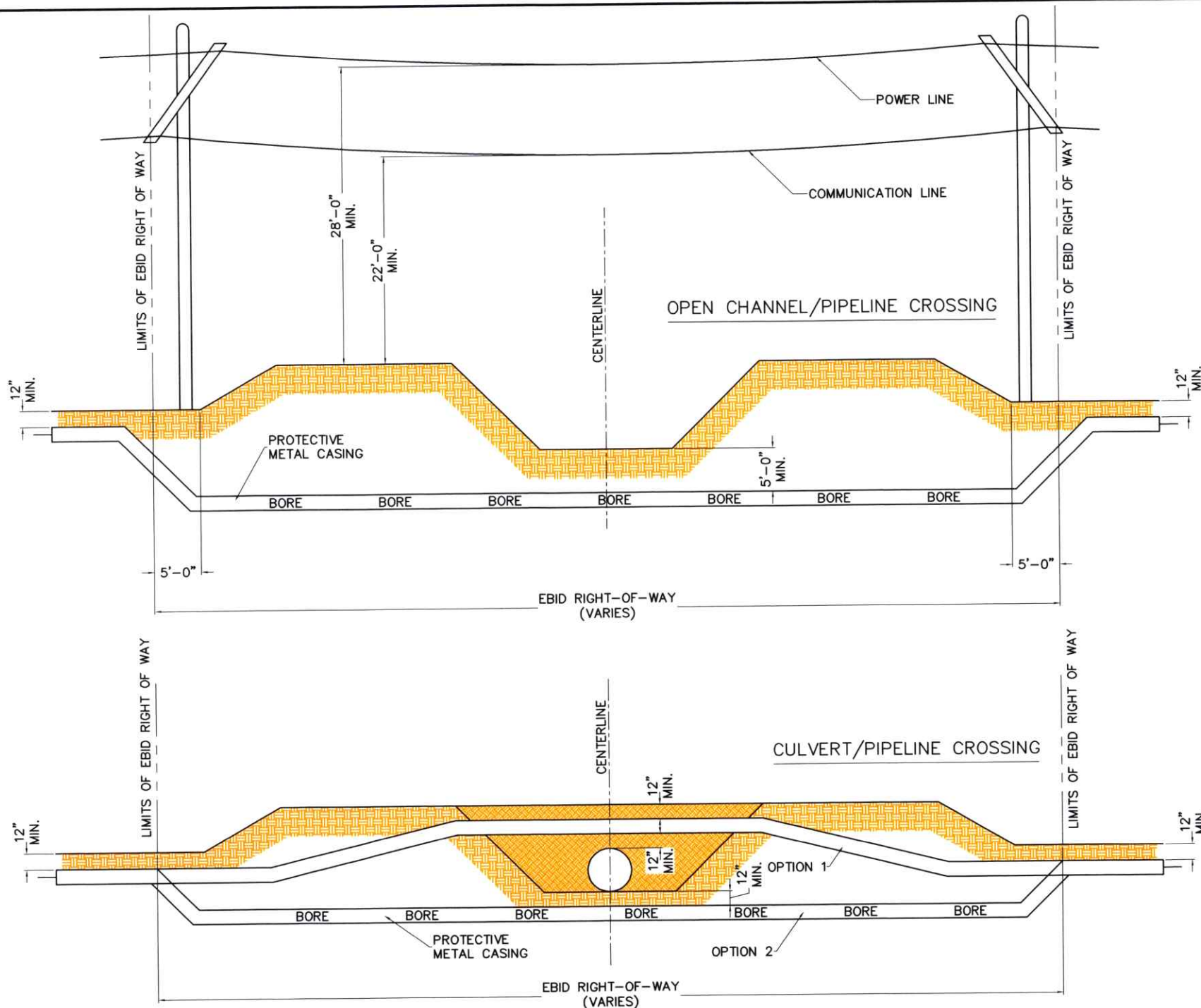
EXPLANATION		AUTHORITIES	SCALE	PROPERTY NUMBERS	BUREAU OF RECLAMATION RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT	MESILLA VALLEY SHEET — 11 MESILLA PARK
Canals	Leaves					
Suspended Areas	Roads	Compiled from Topographic and Location Surveys by the Bureau of Reclamation. Property lines are from the best information available (Private Surveys, Deeds, etc.) but with no assurance that they are entirely accurate or valid.	0 500 1000 1500 2000 T. 23S. R. 18E.2E.	Project Symbols of Properties in the Sheet No. followed by Tract No. thus, 11.72, 11 being the No. of this sheet, 72 being the tract No. on this sheet. Data and Co. Map No. 712		
Various Classifications	High Land Valley Land	DATE 1959 REVISED				



2026-L-016
EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING THE PARK DRAIN AT APPROXIMATE STATION 390+35, APPROX EBID ROW 120'





NOTES:

1. BURIED UTILITIES MUST BE METAL PIPE OR WITHIN METAL CASING FOR THE ENTIRE WIDTH OR EBID'S RIGHT OF WAY.
2. IN SOME INSTANCES, A CONCRETE CAP CAN BE ALLOWED AS AN ALTERNATIVE TO METAL PIPE/CASING.
3. PERMITTED POLES FOR AERIAL UTILITY CROSSING WILL ONLY BE ALLOWED WITHIN THE OUTSIDE 5' OF EBID RIGHT OF WAY WHERE THEY WILL NOT OBSTRUCT EBID OPERATIONS OR MAINTENANCE OF FACILITIES.

D

SHEET 1 OF 1

ELEPHANT BUTTE IRRIGATION DISTRICT

REVISIONS

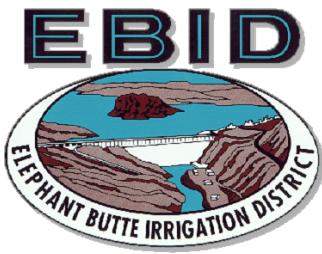
DATE	REMARKS

**UTILITIES CROSSING TYPICAL
EBID FACILITIES
DETAILS**

ENG. JOB #	TYPICAL DRAWINGS (PERMITS).dwg
DESIGNED	H. MAGALLANEZ
DRAWN	J.M. Morales
PRINT DATE	FEBRUARY 26, 2026
APPROVED	



114



Elephant Butte Irrigation District

530 South Melendres Street

Las Cruces, NM 88005

575-526-6671

RIGHT OF USE LICENSE

Special Use X Limited Use

Engineering Job Number: 2026-025

License Number: 2026-L-017

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MARCH 11, 2026

To: MARCH 11, 2036

Month Day Year

Licensee (Name and address)

VEXUS FIBER, LLC

4006 W LOOP 289

LUBBOCK, TX 79407

Purpose (Specify use requested: what, quantities, dimensions, etc.)

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE PARK DRAIN AT APPROXIMATE STATION 367+50 AS SHOWN IN EXHIBITS "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

Description of Premises Fee x Easement (Specify legal description of land and major features such as reservoir, canal, etc.)

LOCATED IN THE SE¹/₄ OF NW¹/₄ OF THE NW¹/₄ OF SECTION 32 TOWNSHIP 23 SOUTH, RANGE 2 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Special Conditions (Where the property that is the subject of this License is held by the District other than as a fee simple estate, the Licensee shall be solely responsible for ascertaining whether the installation will encroach upon property belonging to entities or persons other than the District and for obtaining any additional permission or licenses that may be required from property owners other than the District. The Licensee shall obtain the requisite permission prior to the use of or encroachment upon the property.)

- AERIAL CROSSING MUST BE CONSTRUCTED AND MAINTAINED TO HAVE A SAG HEIGHT ABOVE THE BANK NO LESS THAN 22 FEET
- VEXUS: NMLS090 AREA 4, CANAL CODE 942

The Licensee has read and reviewed the language contained on the reverse side of the license application, and hereby accepts this License subject to the terms and conditions expressed or implied herein. The Licensee also understands the rules and regulations of the Elephant Butte Irrigation District and agrees to abide by same during the term of this License.

Sign name(s) as written in License. For partnerships, a general partner's signature is required. For corporations, an officer or other individual with proper authority evidenced by a corporate resolution granting such authority is required to sign. For a limited liability company, a member, manager, officer or other individual with proper authority evidenced by a company resolution granting such authority is required to sign. Any deviation from the required signatories must be approved by EBID.

ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MANAGER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: MARCH 11, 2026

Approved by EBID Board of Directors

SIGNATURE/DATE: _____

Approved by EBID Engineer

SE1/4 NW1/4 NW1/4
SEC 32 T23S R2E
APPROX. EBID ROW 120'



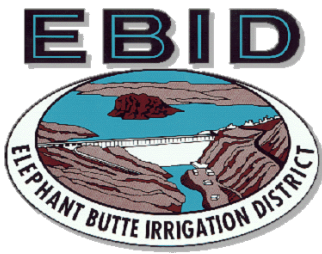
EXPLANATION	AUTHORITIES Compiled from Topographic and Location Surveys by the Bureau of Reclamation. Property Lines from the best information available (Private Survey Deeds, Notes, Etc. but without assurance that they are always accurate or valid).	SCALE T.35S. R.18E. DATE 1959 REVISED	PROPERTY NUMBERS Project Section and a Property in the Sheet No. followed by Tract No. thus, I,172,II being the No. of this sheet. 72 being the Tract No. on this sheet. Dona Ana Co. Plat No. 712	BUREAU OF RECLAMATION RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT,	MESILLA VALLEY SHEET — 11 MESILLA PARK
---------------------------	--	---	---	---	--



2026-L-017
EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AREIAL FIBER OPTIC LINE CROSSING THE
PARK DRAIN AT APPROXIMATE STATION 367+50. APPROX. EBID ROW 120'





Elephant Butte Irrigation District

530 South Melendres Street

Las Cruces, NM 88005

575-526-6671

RIGHT OF USE LICENSE

Special Use X Limited Use

Engineering Job Number: 2026-026

License Number: 2026-L-018

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MARCH 11, 2026

To: MARCH 11, 2036

Month Day Year

Licensee (Name and address)

VEXUS FIBER, LLC

4006 W LOOP 289

LUBBOCK, TX 79407

Purpose (Specify use requested: what, quantities, dimensions, etc.)

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE ARMIJO LATERAL AT APPROXIMATE STATION 77+72 AS SHOWN IN EXHIBITS "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

Description of Premises Fee x Easement (Specify legal description of land and major features such as reservoir, canal, etc.)

LOCATED IN THE SW¹/₄ OF SE¹/₄ OF THE NE¹/₄ OF SECTION 13, TOWNSHIP 23 SOUTH, RANGE 1 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Special Conditions (Where the property that is the subject of this License is held by the District other than as a fee simple estate, the Licensee shall be solely responsible for ascertaining whether the installation will encroach upon property belonging to entities or persons other than the District and for obtaining any additional permission or licenses that may be required from property owners other than the District. The Licensee shall obtain the requisite permission prior to the use of or encroachment upon the property.)

- AERIAL CROSSING MUST BE CONSTRUCTED AND MAINTAINED TO HAVE A SAG HEIGHT ABOVE THE BANK NO LESS THAN 22 FEET
- VEXUS: NMLS107 AREA 2, CANAL CODE 304

The Licensee has read and reviewed the language contained on the reverse side of the license application, and hereby accepts this License subject to the terms and conditions expressed or implied herein. The Licensee also understands the rules and regulations of the Elephant Butte Irrigation District and agrees to abide by same during the term of this License.

Sign name(s) as written in License. For partnerships, a general partner's signature is required. For corporations, an officer or other individual with proper authority evidenced by a corporate resolution granting such authority is required to sign. For a limited liability company, a member, manager, officer or other individual with proper authority evidenced by a company resolution granting such authority is required to sign. Any deviation from the required signatories must be approved by EBID.

ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MANAGER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: MARCH 11, 2026

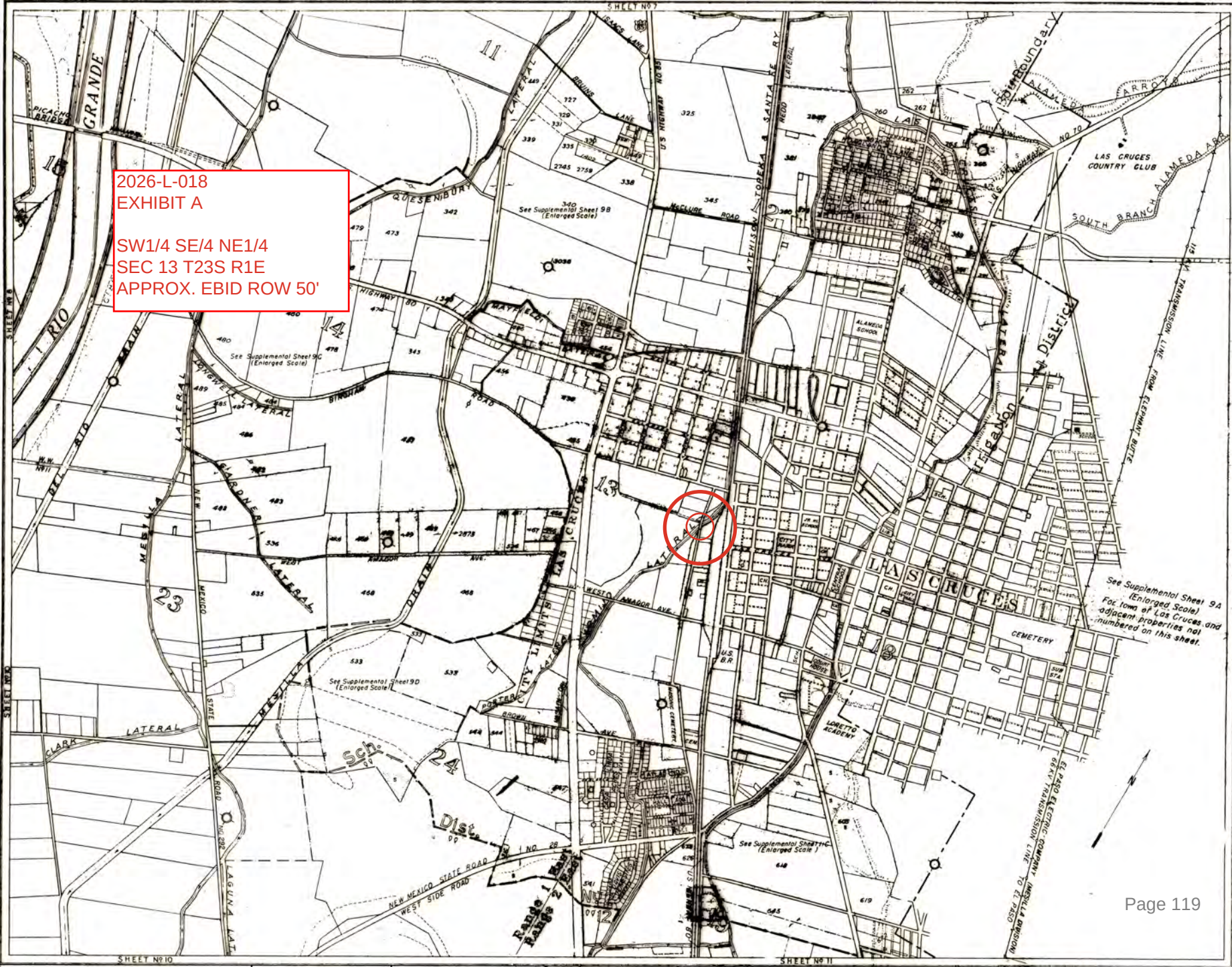
Approved by EBID Board of Directors

SIGNATURE/DATE: _____

Approved by EBID Engineer

2026-L-018
EXHIBIT A

SW1/4 SE/4 NE1/4
SEC 13 T23S R1E
APPROX. EBID ROW 50'



See Supplemental Sheet 9A
(Enlarged Scale)
For town of Las Cruces and
adjacent properties not
numbered on this sheet.



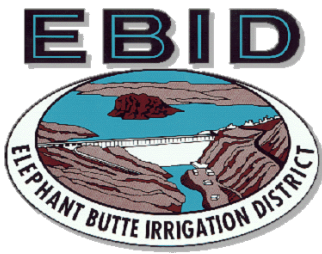
2026-L-018
EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE
CROSSING THE ARMIJO LATERAL AT APPROXIMATE STATION 77+72,
APPROX. EBID ROW 50'

0 50 100 200 300 US Feet



Page 120



Elephant Butte Irrigation District

530 South Melendres Street

Las Cruces, NM 88005

575-526-6671

RIGHT OF USE LICENSE

Special Use X Limited Use

Engineering Job Number: 2026-027

License Number: 2026-L-019

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MARCH 11, 2026

To: MARCH 11, 2036

Month Day Year

Licensee (Name and address)

VEXUS FIBER, LLC

4006 W LOOP 289

LUBBOCK, TX 79407

Purpose (Specify use requested: what, quantities, dimensions, etc.)

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE PORTER LATERAL AT APPROXIMATE STATION 23+26 AS SHOWN IN EXHIBITS "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

Description of Premises Fee x Easement (Specify legal description of land and major features such as reservoir, canal, etc.)

LOCATED IN THE NW¹/₄ OF SW¹/₄ OF THE NE¹/₄ OF SECTION 24, TOWNSHIP 23 SOUTH, RANGE 1 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Special Conditions (Where the property that is the subject of this License is held by the District other than as a fee simple estate, the Licensee shall be solely responsible for ascertaining whether the installation will encroach upon property belonging to entities or persons other than the District and for obtaining any additional permission or licenses that may be required from property owners other than the District. The Licensee shall obtain the requisite permission prior to the use of or encroachment upon the property.)

- AERIAL CROSSING MUST BE CONSTRUCTED AND MAINTAINED TO HAVE A SAG HEIGHT ABOVE THE BANK NO LESS THAN 22 FEET
- VEXUS: NMLS101 AREA 2, CANAL CODE 307

The Licensee has read and reviewed the language contained on the reverse side of the license application, and hereby accepts this License subject to the terms and conditions expressed or implied herein. The Licensee also understands the rules and regulations of the Elephant Butte Irrigation District and agrees to abide by same during the term of this License.

Sign name(s) as written in License. For partnerships, a general partner's signature is required. For corporations, an officer or other individual with proper authority evidenced by a corporate resolution granting such authority is required to sign. For a limited liability company, a member, manager, officer or other individual with proper authority evidenced by a company resolution granting such authority is required to sign. Any deviation from the required signatories must be approved by EBID.

ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MANAGER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: MARCH 11, 2026

Approved by EBID Board of Directors

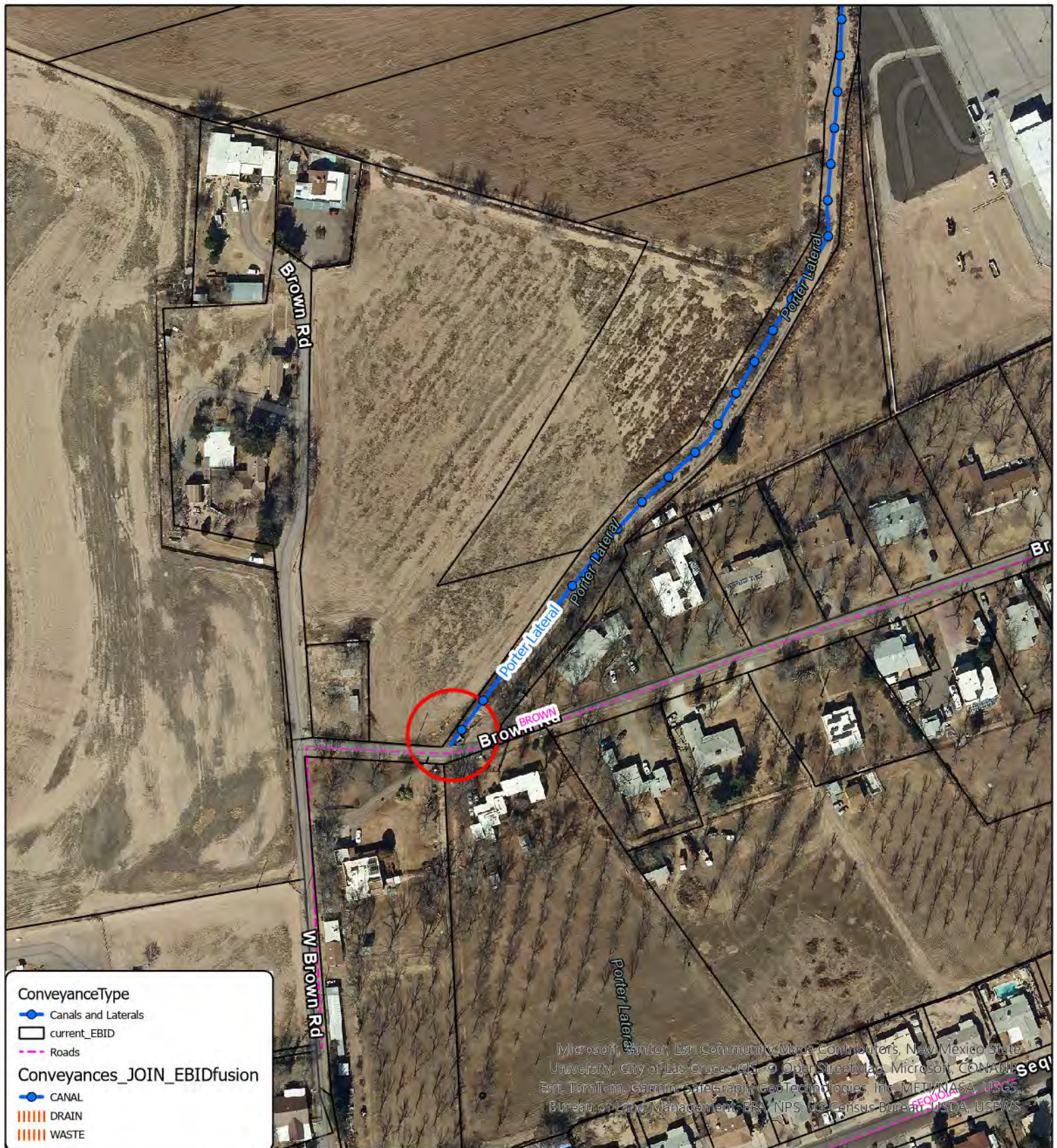
SIGNATURE/DATE: _____

Approved by EBID Engineer

2026-L-019
EXHIBIT A

NW1/4 SW1/4 NE1/4
SEC 24 T23S R1E
APPROX. EBID ROW 40'





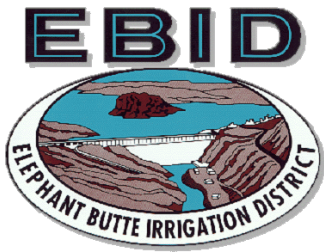
2026-L-019
EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE
CROSSING THE PORTER LATERAL AT APPROXIMATE STATION 23+26,
APPROX. EBID ROW 40'

US Feet
0 50 100 200 300

Page 123





Elephant Butte Irrigation District

530 South Melendres Street

Las Cruces, NM 88005

575-526-6671

RIGHT OF USE LICENSE

Special Use X Limited Use

Engineering Job Number: 2026-028

License Number: 2026-L-020

Exhibits Attached: "A" AND "B"

(Place License Number on all exhibits)

Term:

From: MARCH 11, 2026

To: MARCH 11, 2036

Month Day Year

Licensee (Name and address)

VEXUS FIBER, LLC

4006 W LOOP 289

LUBBOCK, TX 79407

Purpose (Specify use requested: what, quantities, dimensions, etc.)

TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING THE PORTER LATERAL AT APPROXIMATE STATION 2+00 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

Description of Premises Fee x Easement (Specify legal description of land and major features such as reservoir, canal, etc.)

LOCATED IN THE SE¹/₄ OF SW¹/₄ OF THE SE¹/₄ OF SECTION 13, TOWNSHIP 23 SOUTH, RANGE 1 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Special Conditions (Where the property that is the subject of this License is held by the District other than as a fee simple estate, the Licensee shall be solely responsible for ascertaining whether the installation will encroach upon property belonging to entities or persons other than the District and for obtaining any additional permission or licenses that may be required from property owners other than the District. The Licensee shall obtain the requisite permission prior to the use of or encroachment upon the property.)

- BURIED CROSSINGS MUST BE CONSTRUCTED NO LESS THAN 5 FEET BELOW THE DESIGN INVERT
- BURIED CROSSINGS MUST BE ENCASED THROUGHOUT EBID RIGHT OF WAY
- NO CONSTRUCTION ALLOWED DURING IRRIGATION SEASON
- VEXUS: NMLS101 AREA 1, CANAL CODE 307

The Licensee has read and reviewed the language contained on the reverse side of the license application, and hereby accepts this License subject to the terms and conditions expressed or implied herein. The Licensee also understands the rules and regulations of the Elephant Butte Irrigation District and agrees to abide by same during the term of this License.

Sign name(s) as written in License. For partnerships, a general partner's signature is required. For corporations, an officer or other individual with proper authority evidenced by a corporate resolution granting such authority is required to sign. For a limited liability company, a member, manager, officer or other individual with proper authority evidenced by a company resolution granting such authority is required to sign. Any deviation from the required signatories must be approved by EBID.

ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MANAGER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: MARCH 11, 2026

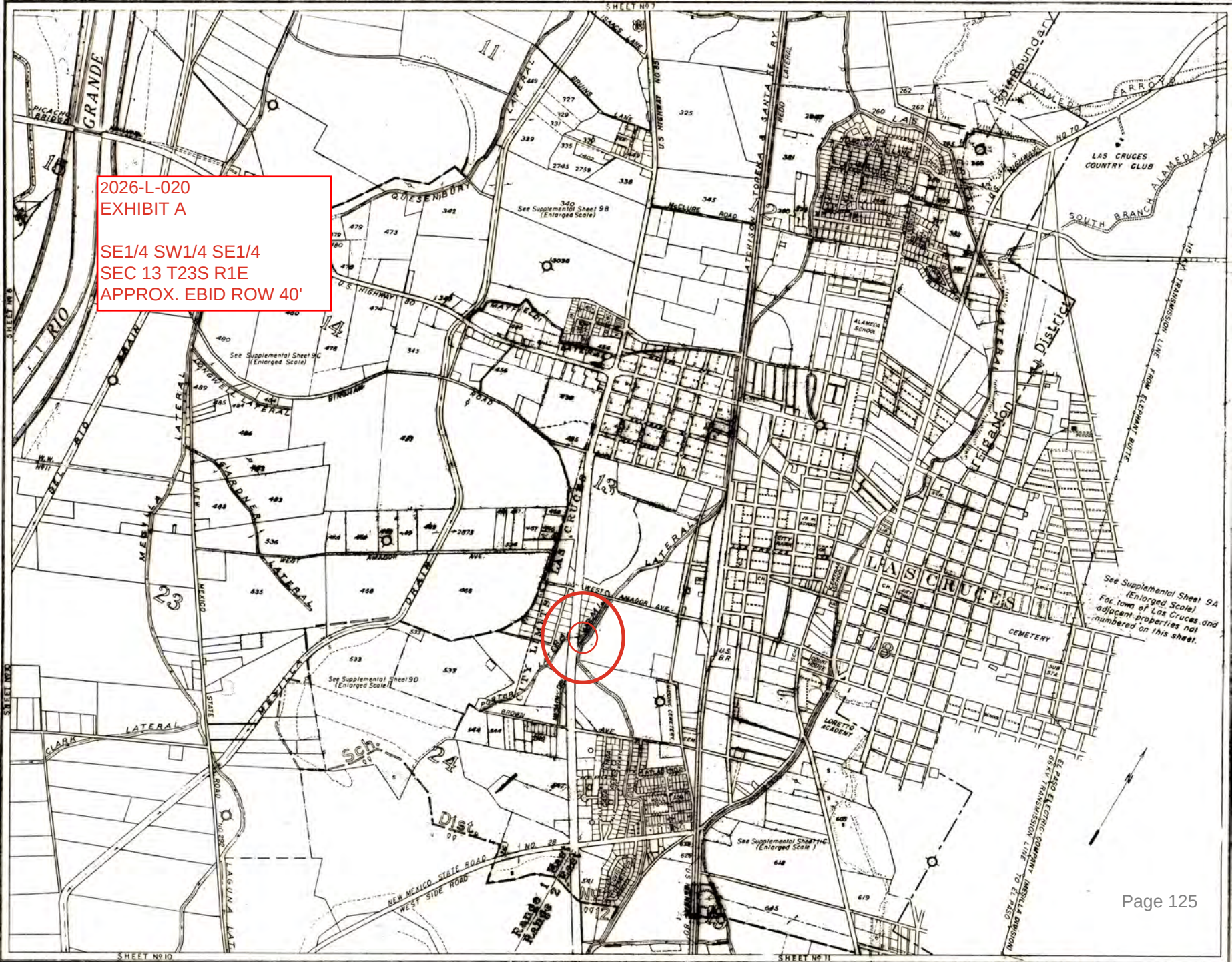
Approved by EBID Board of Directors

SIGNATURE/DATE:

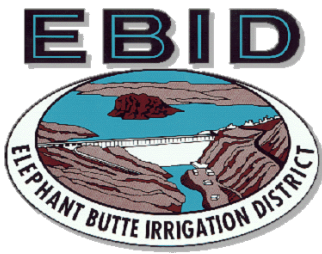
Approved by EBID Engineer

2026-L-020
EXHIBIT A

SE1/4 SW1/4 SE1/4
SEC 13 T23S R1E
APPROX. EBID ROW 40'



See Supplemental Sheet 9A
(Enlarged Scale)
For town of Las Cruces and
adjacent properties not
numbered on this sheet.



Elephant Butte Irrigation District

530 South Melendres Street

Las Cruces, NM 88005

575-526-6671

RIGHT OF USE LICENSE

Special Use X Limited Use

Engineering Job Number: 2026-029

License Number: 2026-L-021

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MARCH 11, 2026

To: MARCH 11, 2036

Month Day Year

Licensee (Name and address)

VEXUS FIBER, LLC

4006 W LOOP 289

LUBBOCK, TX 79407

Purpose (Specify use requested: what, quantities, dimensions, etc.)

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE ARMIJO LATERAL AT APPROXIMATE STATION 143+59 AS SHOWN IN EXHIBITS "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

Description of Premises Fee x Easement (Specify legal description of land and major features such as reservoir, canal, etc.)

LOCATED IN THE SE¹/₄ OF SW¹/₄ OF THE NW¹/₄ OF SECTION 19, TOWNSHIP 23 SOUTH, RANGE 2 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Special Conditions (Where the property that is the subject of this License is held by the District other than as a fee simple estate, the Licensee shall be solely responsible for ascertaining whether the installation will encroach upon property belonging to entities or persons other than the District and for obtaining any additional permission or licenses that may be required from property owners other than the District. The Licensee shall obtain the requisite permission prior to the use of or encroachment upon the property.)

- AERIAL CROSSING MUST BE CONSTRUCTED AND MAINTAINED TO HAVE A SAG HEIGHT ABOVE THE BANK NO LESS THAN 22 FEET
- VEXUS: NMLS101 AREA 5, CANAL CODE 307

The Licensee has read and reviewed the language contained on the reverse side of the license application, and hereby accepts this License subject to the terms and conditions expressed or implied herein. The Licensee also understands the rules and regulations of the Elephant Butte Irrigation District and agrees to abide by same during the term of this License.

Sign name(s) as written in License. For partnerships, a general partner's signature is required. For corporations, an officer or other individual with proper authority evidenced by a corporate resolution granting such authority is required to sign. For a limited liability company, a member, manager, officer or other individual with proper authority evidenced by a company resolution granting such authority is required to sign. Any deviation from the required signatories must be approved by EBID.

ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MANAGER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: MARCH 11, 2026

Approved by EBID Board of Directors

SIGNATURE/DATE: _____

Approved by EBID Engineer

2026-L-021
EXHIBIT A

SE1/4 SW1/4 NW1/4
SEC 19 T23S R2E
APPROX. EBID ROW 60'

See Supplemental Sheet 9A
(Enlarged Scale)
For town of Las Cruces and
adjacent properties not
numbered on this sheet.

EXPLANATION
Canals
Suspended Areas
Leaves
Roads
High Land
Various Classifications
Drains
Private Ditches
Limits of Irrigable Area
Sand
Valley Land
Area

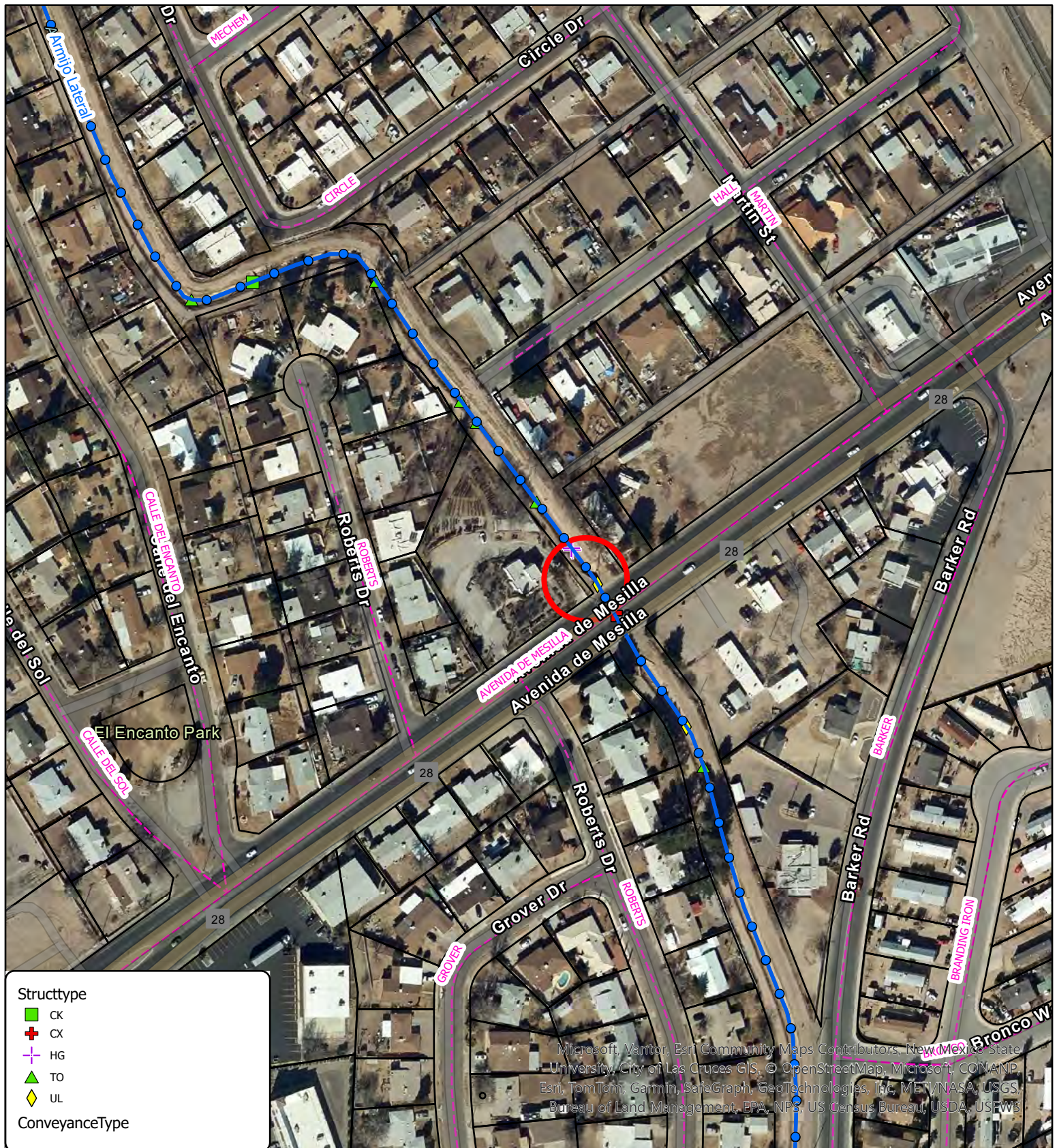
AUTHORITIES
Compiled from Topographic and
Location Surveys by the Bureau
of Reclamation. Property lines are
from the best information available.
(Private Surveys, Deed Notes, Etc.)
but with no assurance that they
are either authentic or valid.

SCALE
0 1000 2000 3000
T 23S. R 182E
DATE 1959 REVISED

PROPERTY NUMBERS
Project Serial No. of a Property is
the Sheet No. followed by Tract No.
thus, 991, 9 being the No. of this
sheet, 91 being the Tract No. on this
sheet. Dona Ana Co. Plat No. 541.

BUREAU OF RECLAMATION—RIO GRANDE PROJECT
IRRIGABLE AREA AND PROPERTY MAP
ELEPHANT BUTTE IRRIGATION DISTRICT

MESILLA VALLEY
SHEET
LAS CRUCES



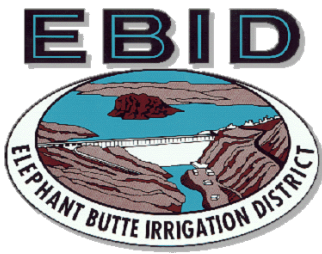
2026-L-021
EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE
CROSSING THE ARMIÑO LATERAL AT APPROXIMATE STATION 143+59,
APPROX. EBID ROW 60'

0 50 100 200 300 US Feet



Page 129



Elephant Butte Irrigation District

530 South Melendres Street

Las Cruces, NM 88005

575-526-6671

RIGHT OF USE LICENSE

Special Use X Limited Use

Engineering Job Number: 2026-030

License Number: 2026-L-022

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MARCH 11, 2026

To: MARCH 11, 2036

Month Day Year

Licensee (Name and address)

VEXUS FIBER, LLC

4006 W LOOP 289

LUBBOCK, TX 79407

Purpose (Specify use requested: what, quantities, dimensions, etc.)

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE ARMIJO LATERAL AT APPROXIMATE STATION 142+20 AS SHOWN IN EXHIBITS "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

Description of Premises Fee x Easement (Specify legal description of land and major features such as reservoir, canal, etc.)

LOCATED IN THE SE¹/₄ OF SW¹/₄ OF THE NW¹/₄ OF SECTION 19, TOWNSHIP 23 SOUTH, RANGE 2 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Special Conditions (Where the property that is the subject of this License is held by the District other than as a fee simple estate, the Licensee shall be solely responsible for ascertaining whether the installation will encroach upon property belonging to entities or persons other than the District and for obtaining any additional permission or licenses that may be required from property owners other than the District. The Licensee shall obtain the requisite permission prior to the use of or encroachment upon the property.)

- AERIAL CROSSING MUST BE CONSTRUCTED AND MAINTAINED TO HAVE A SAG HEIGHT ABOVE THE BANK NO LESS THAN 22 FEET
- VEXUS: NMLS101 AREA 4, CANAL CODE 304

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Sign name(s) as written in License. For partnerships, a general partner's signature is required. For corporations, an officer or other individual with proper authority evidenced by a corporate resolution granting such authority is required to sign. For a limited liability company, a member, manager, officer or other individual with proper authority evidenced by a company resolution granting such authority is required to sign. Any deviation from the required signatories must be approved by EBID.

ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MANAGER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: MARCH 11, 2026

Approved by EBID Board of Directors

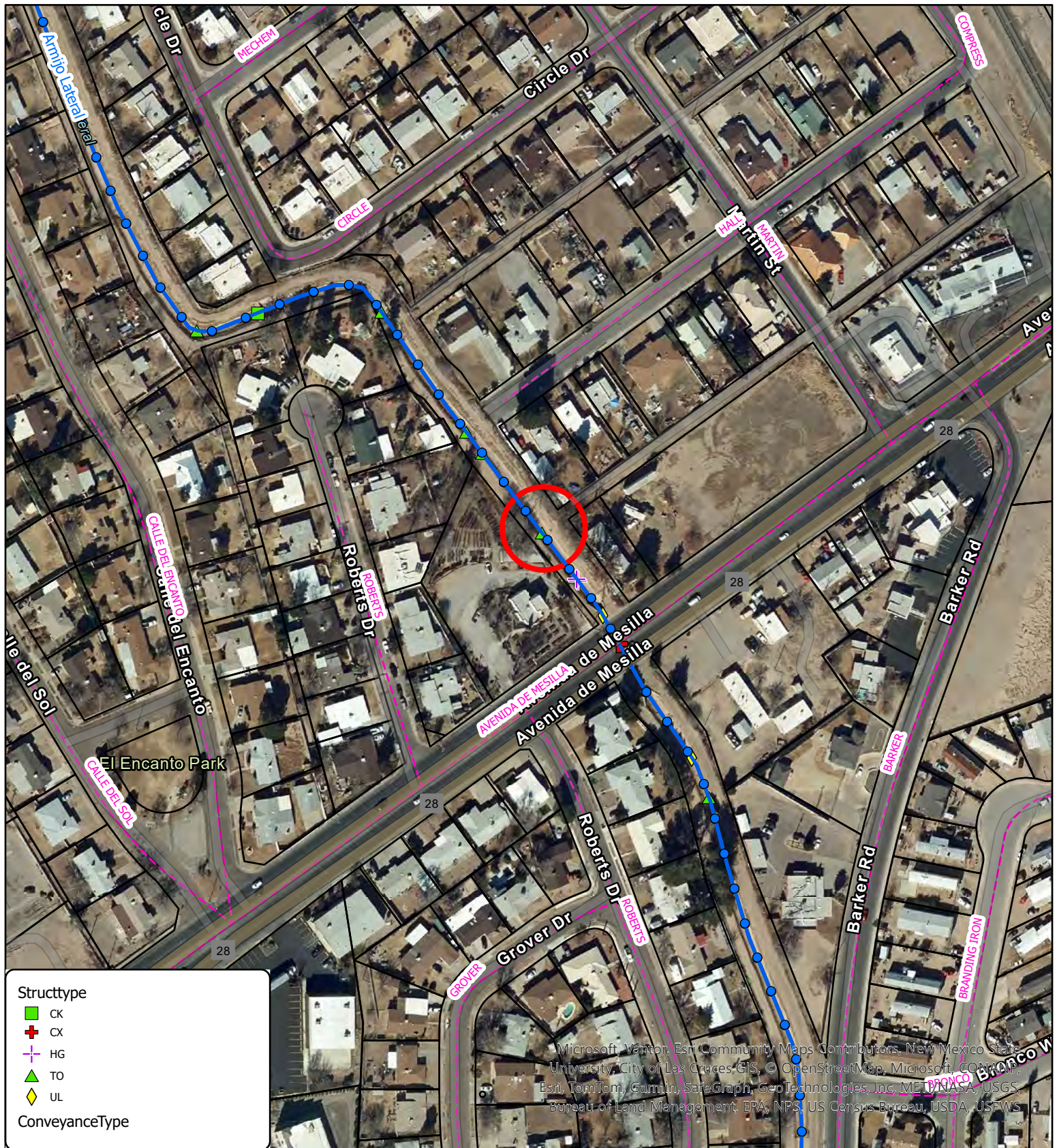
SIGNATURE/DATE: _____

Approved by EBID Engineer

2026-L-022
EXHIBIT A

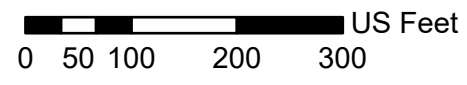
SE1/4 SW1/4 NW1/4
SEC19 T23S R2E
APPROX. EBID ROW 60'

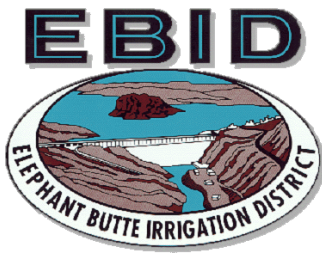
See Supplemental Sheet 9A
(Enlarged Scale)
For town of Las Cruces and
adjacent properties not
numbered on this sheet.



2026-L-022
EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE
CROSSING THE ARMIJO LATERAL AT APPROXIMATE STATION 142+20,
APPROX. EBID ROW 60'





Elephant Butte Irrigation District

530 South Melendres Street

Las Cruces, NM 88005

575-526-6671

RIGHT OF USE LICENSE

Special Use X Limited Use

Engineering Job Number: 2026-031

License Number: 2026-L-023

Exhibits Attached: "A" AND "B"

(Place License Number on all exhibits)

Term:

From: MARCH 11, 2026

To: MARCH 11, 2036

Month Day Year

Licensee (Name and address)

VEXUS FIBER, LLC

4006 W LOOP 289

LUBBOCK, TX 79407

Purpose (Specify use requested: what, quantities, dimensions, etc.)

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE PARALLELING THE ARMIJO LATERAL FROM APPROXIMATE STATION 132+50 TO 135+50 AS SHOWN IN EXHIBITS "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

Description of Premises Fee x Easement (Specify legal description of land and major features such as reservoir, canal, etc.)

LOCATED IN THE NE 1/4 OF THE NW 1/4 OF THE NW 1/4 IN SECTION 30, TOWNSHIP 23 SOUTH, RANGE 2 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDD IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Special Conditions (Where the property that is the subject of this License is held by the District other than as a fee simple estate, the Licensee shall be solely responsible for ascertaining whether the installation will encroach upon property belonging to entities or persons other than the District and for obtaining any additional permission or licenses that may be required from property owners other than the District. The Licensee shall obtain the requisite permission prior to the use of or encroachment upon the property.)

- AERIAL CROSSING MUST BE CONSTRUCTED AND MAINTAINED TO HAVE A SAG HEIGHT ABOVE EACH BANK NO LESS THAN 22 FEET
- VEXUS: NMLS101 AREA 3, CANAL CODE 304

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Sign name(s) as written in License. For partnerships, a general partner's signature is required. For corporations, an officer or other individual with proper authority evidenced by a corporate resolution granting such authority is required to sign. For a limited liability company, a member, manager, officer or other individual with proper authority evidenced by a company resolution granting such authority is required to sign. Any deviation from the required signatories must be approved by EBID.

ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MANAGER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: MARCH 11, 2026

Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer

NE1/4 SE1/4 NW1/4
SEC 19 T23S R2E
APPROX. EBID ROW 60'

NE1/4 SE1/4 NW1/4
SEC 19 T23S R2E
APPROX. EBID ROW 60'

See Supplemental Sheet 9A
(Enlarged Scale)
For lots of Las Cruces and
adjacent properties not
numbered on this sheet.

AUTHORITIES:
Compiled from Topographic
Location Surveys by the B
of Reclamation. Property li
from the best information ava
(Private Surveys, Deed Not
but with no assurance that
are either authentic or val

SCALE

0 500 1000 1500 2000

T. 23 S. R. 18 E.

DATE 1959 REVISED

PROPERTY NUMBERS
Project, Serial No. of a Property in the Sheet, No. followed by Tract No. thus: 9.91; 9 being the No. of this sheet, 91 being the Tract No. on this sheet. *Dona Ana Co. Plat No. 54*

BUREAU OF RECLAMATION—RIO GRANDE PROJECT
IRRIGABLE AREA AND PROPERTY MAP
ELEPHANT BUTTE IRRIGATION DISTRICT

MESILLA VALLEY
SHEET
LAS CRUCES

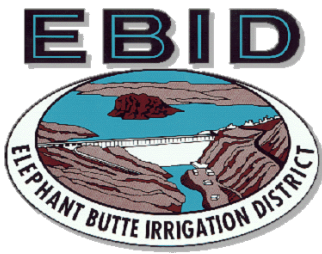


2026-L-023 EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE
PARALLELING THE ARMIJO LATERAL FROM APPROXIMATE STATION 132+50 TO
135+50, APPROX. EBID ROW 60'

0 50 100 200 300 US Feet





Elephant Butte Irrigation District

530 South Melendres Street

Las Cruces, NM 88005

575-526-6671

RIGHT OF USE LICENSE

Special Use X Limited Use

Engineering Job Number: 2026-032

License Number: 2026-L-024

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MARCH 11, 2026

To: MARCH 11, 2036

Month Day Year

Licensee (Name and address)

VEXUS FIBER, LLC

4006 W LOOP 289

LUBBOCK, TX 79407

Purpose (Specify use requested: what, quantities, dimensions, etc.)

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE ARMIJO LATERAL AT APPROXIMATE STATION 97+50 AS SHOWN IN EXHIBITS "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

Description of Premises Fee x Easement (Specify legal description of land and major features such as reservoir, canal, etc.)

LOCATED IN THE NE¹/₄ OF SW¹/₄ OF THE SE¹/₄ OF SECTION 13, TOWNSHIP 23 SOUTH, RANGE 1 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Special Conditions (Where the property that is the subject of this License is held by the District other than as a fee simple estate, the Licensee shall be solely responsible for ascertaining whether the installation will encroach upon property belonging to entities or persons other than the District and for obtaining any additional permission or licenses that may be required from property owners other than the District. The Licensee shall obtain the requisite permission prior to the use of or encroachment upon the property.)

- AERIAL CROSSING MUST BE CONSTRUCTED AND MAINTAINED TO HAVE A SAG HEIGHT ABOVE THE BANK NO LESS THAN 22 FEET
- VEXUS: NMLS101 AREA 1, CANAL CODE 304

The Licensee has read and reviewed the language contained on the reverse side of the license application, and hereby accepts this License subject to the terms and conditions expressed or implied herein. The Licensee also understands the rules and regulations of the Elephant Butte Irrigation District and agrees to abide by same during the term of this License.

Sign name(s) as written in License. For partnerships, a general partner's signature is required. For corporations, an officer or other individual with proper authority evidenced by a corporate resolution granting such authority is required to sign. For a limited liability company, a member, manager, officer or other individual with proper authority evidenced by a company resolution granting such authority is required to sign. Any deviation from the required signatories must be approved by EBID.

ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MANAGER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: MARCH 11, 2026

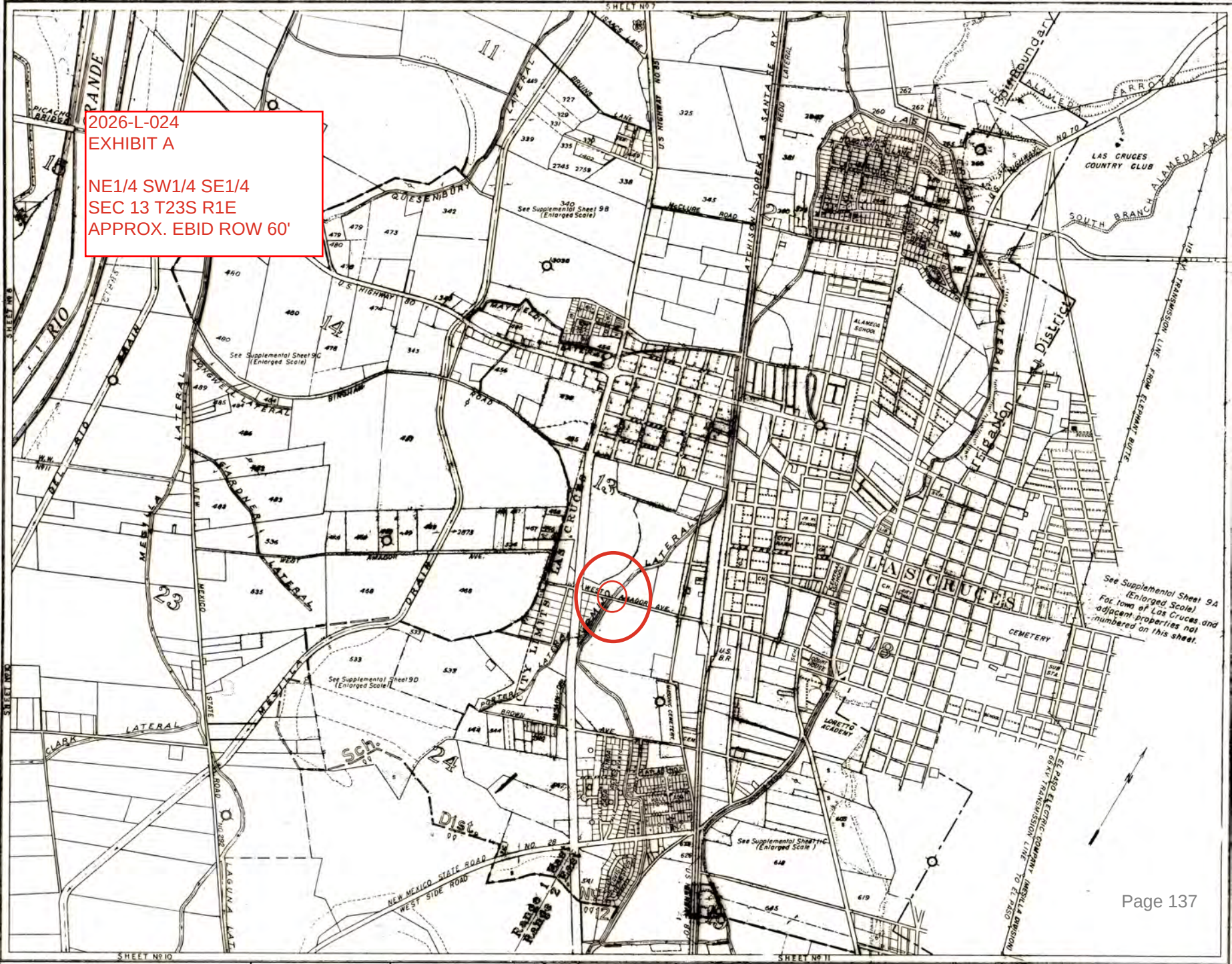
Approved by EBID Board of Directors

SIGNATURE/DATE: _____

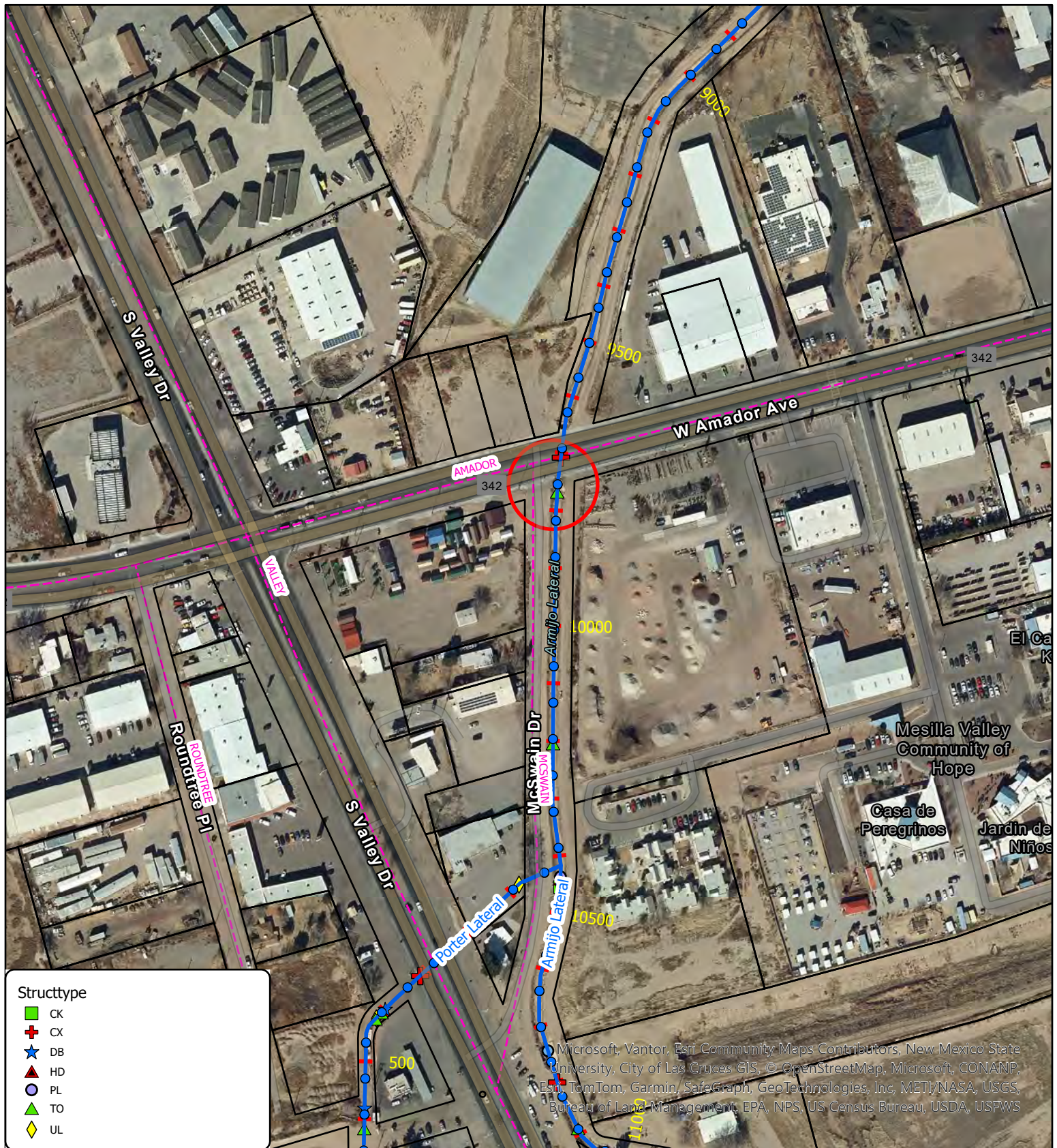
Approved by EBID Engineer

2026-L-024
EXHIBIT A

NE1/4 SW1/4 SE1/4
SEC 13 T23S R1E
APPROX. EBID ROW 60'

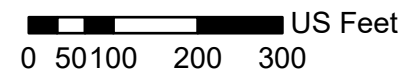


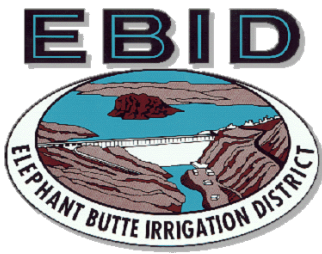
See Supplemental Sheet 9A
(Enlarged Scale)
For town of Las Cruces and
adjacent properties not
numbered on this sheet.



2026-L-024
EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE
CROSSING THE ARMIJO LATERAL AT APPROXIMATE STATION 97+50, APPROX.
EBID ROW 60'





Elephant Butte Irrigation District

530 South Melendres Street

Las Cruces, NM 88005

575-526-6671

RIGHT OF USE LICENSE

Special Use X Limited Use

Engineering Job Number: 2026-033

License Number: 2026-L-025

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MARCH 11, 2026

To: MARCH 11, 2036

Month Day Year

Licensee (Name and address)

VEXUS FIBER, LLC

4006 W LOOP 289

LUBBOCK, TX 79407

Purpose (Specify use requested: what, quantities, dimensions, etc.)

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE ARMIJO LATERAL AT APPROXIMATE STATION 125+44 AS SHOWN IN EXHIBITS "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

Description of Premises Fee x Easement (Specify legal description of land and major features such as reservoir, canal, etc.)

LOCATED IN THE SE $\frac{1}{4}$ OF NE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 24, TOWNSHIP 23 SOUTH, RANGE 1 EAST, NMPPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Special Conditions (Where the property that is the subject of this License is held by the District other than as a fee simple estate, the Licensee shall be solely responsible for ascertaining whether the installation will encroach upon property belonging to entities or persons other than the District and for obtaining any additional permission or licenses that may be required from property owners other than the District. The Licensee shall obtain the requisite permission prior to the use of or encroachment upon the property.)

- AERIAL CROSSING MUST BE CONSTRUCTED AND MAINTAINED TO HAVE A SAG HEIGHT ABOVE THE BANK NO LESS THAN 22 FEET
- VEXUS: NMLS101 AREA 2, CANAL CODE 304

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ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MANAGER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: MARCH 11, 2026

Approved by EBID Board of Directors

SIGNATURE/DATE: _____

Approved by EBID Engineer

SE1/4 NE1/4 NE1/4
SEC24 T23S R1E
APPROX. EBID ROW 60'

SE1/4 NE1/4 NE1/4
SEC24 T23S R1E
APPROX. EBID ROW 60'

See Supplemental Sheet 9A
(Enlarged Scale)
For town of Los Cruces and
adjacent properties not
numbered on this sheet.

Page 140

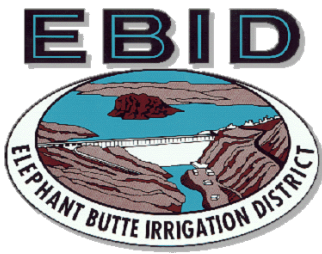


2026-L-025
EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE
CROSSING THE ARMIJO LATERAL AT APPROXIMATE STATION 125+44,
APPROX. EBID ROW 60'

0 25 50 100 150 US Feet

Page 141
N



Elephant Butte Irrigation District

530 South Melendres Street

Las Cruces, NM 88005

575-526-6671

RIGHT OF USE LICENSE

Special Use X Limited Use

Engineering Job Number: 2026-034

License Number: 2026-L-026

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MARCH 11, 2026

To: MARCH 11, 2036

Month Day Year

Licensee (Name and address)

VEXUS FIBER, LLC

4006 W LOOP 289

LUBBOCK, TX 79407

Purpose (Specify use requested: what, quantities, dimensions, etc.)

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 245+00 AS SHOWN IN EXHIBITS "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

Description of Premises Fee x Easement (Specify legal description of land and major features such as reservoir, canal, etc.)

LOCATED IN THE NW $\frac{1}{4}$ OF SE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 19, TOWNSHIP 23 SOUTH, RANGE 2 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Special Conditions (Where the property that is the subject of this License is held by the District other than as a fee simple estate, the Licensee shall be solely responsible for ascertaining whether the installation will encroach upon property belonging to entities or persons other than the District and for obtaining any additional permission or licenses that may be required from property owners other than the District. The Licensee shall obtain the requisite permission prior to the use of or encroachment upon the property.)

- AERIAL CROSSING MUST BE CONSTRUCTED AND MAINTAINED TO HAVE A SAG HEIGHT ABOVE THE BANK NO LESS THAN 22 FEET
- VEXUS: NMLS101 AREA 1, CANAL CODE 301

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Sign name(s) as written in License. For partnerships, a general partner's signature is required. For corporations, an officer or other individual with proper authority evidenced by a corporate resolution granting such authority is required to sign. For a limited liability company, a member, manager, officer or other individual with proper authority evidenced by a company resolution granting such authority is required to sign. Any deviation from the required signatories must be approved by EBID.

ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MANAGER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: MARCH 11, 2026

Approved by EBID Board of Directors

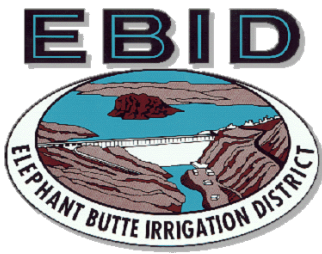
SIGNATURE/DATE:

Approved by EBID Engineer

NW1/4 SE1/4 NW1/4
SEC19 T23S R2E
APPROX. EBID ROW 40'

NW1/4 SE1/4 NW1/4
SEC19 T23S R2E
APPROX. EBID ROW 40'

See Supplemental Sheet 9A
(Enlarged Scale)
For maps of Las Cruces and
adjacent properties not
numbered on this sheet.



Elephant Butte Irrigation District

530 South Melendres Street

Las Cruces, NM 88005

575-526-6671

RIGHT OF USE LICENSE

Special Use X Limited Use

Engineering Job Number: 2026-035

License Number: 2026-L-027

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MARCH 11, 2026

To: MARCH 11, 2036

Month Day Year

Licensee (Name and address)

VEXUS FIBER, LLC

4006 W LOOP 289

LUBBOCK, TX 79407

Purpose (Specify use requested: what, quantities, dimensions, etc.)

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE ARMIJO LATERAL AT APPROXIMATE STATION 68+00 AS SHOWN IN EXHIBITS "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

Description of Premises Fee x Easement (Specify legal description of land and major features such as reservoir, canal, etc.)

LOCATED IN THE NW $\frac{1}{4}$ OF SE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 13, TOWNSHIP 23 SOUTH, RANGE 1 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Special Conditions (Where the property that is the subject of this License is held by the District other than as a fee simple estate, the Licensee shall be solely responsible for ascertaining whether the installation will encroach upon property belonging to entities or persons other than the District and for obtaining any additional permission or licenses that may be required from property owners other than the District. The Licensee shall obtain the requisite permission prior to the use of or encroachment upon the property.)

- AERIAL CROSSING MUST BE CONSTRUCTED AND MAINTAINED TO HAVE A SAG HEIGHT ABOVE THE BANK NO LESS THAN 22 FEET
- VEXUS: NMLS104 AREA 2, CANAL CODE 304

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ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MANAGER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: MARCH 11, 2026

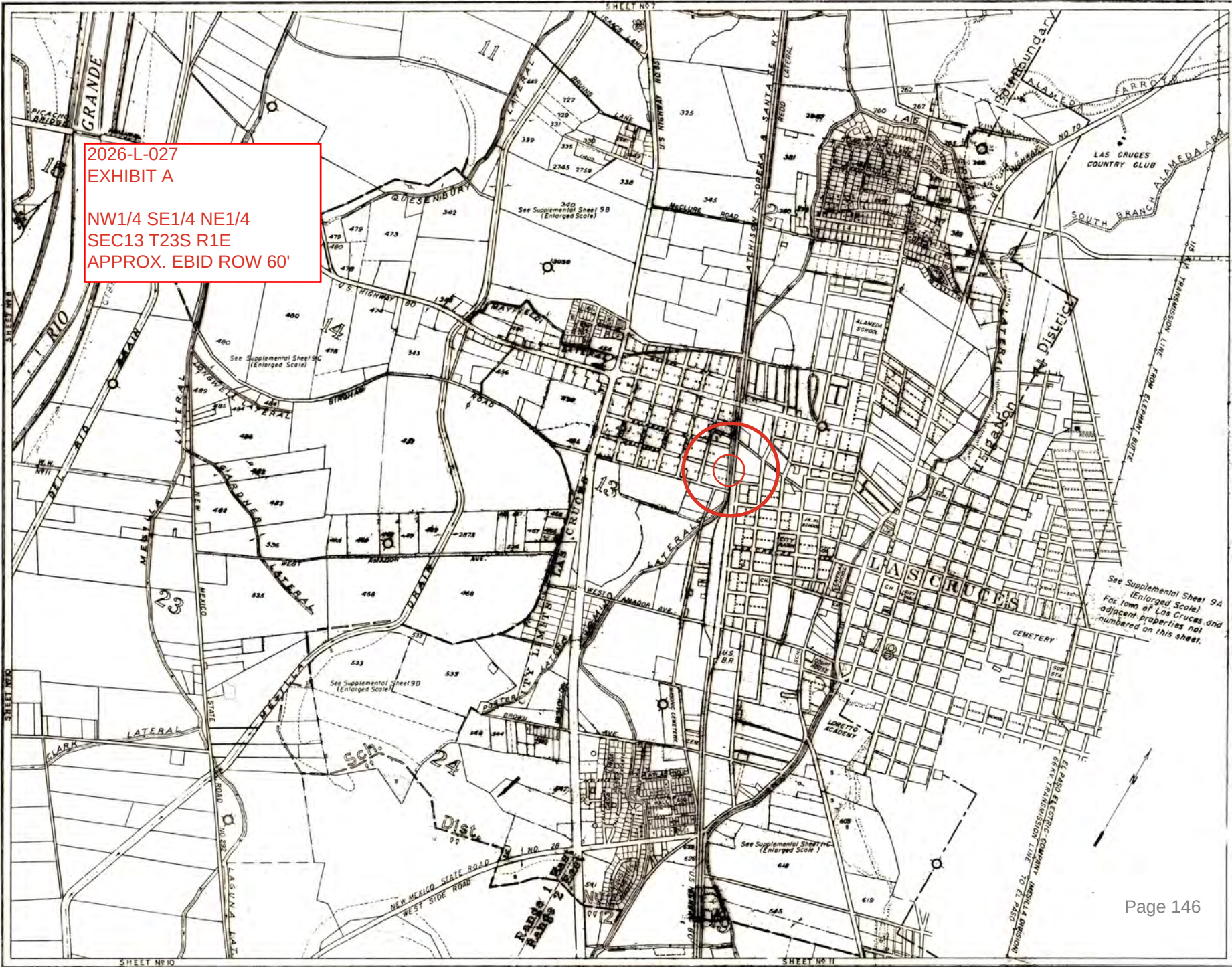
Approved by EBID Board of Directors

SIGNATURE/DATE: _____

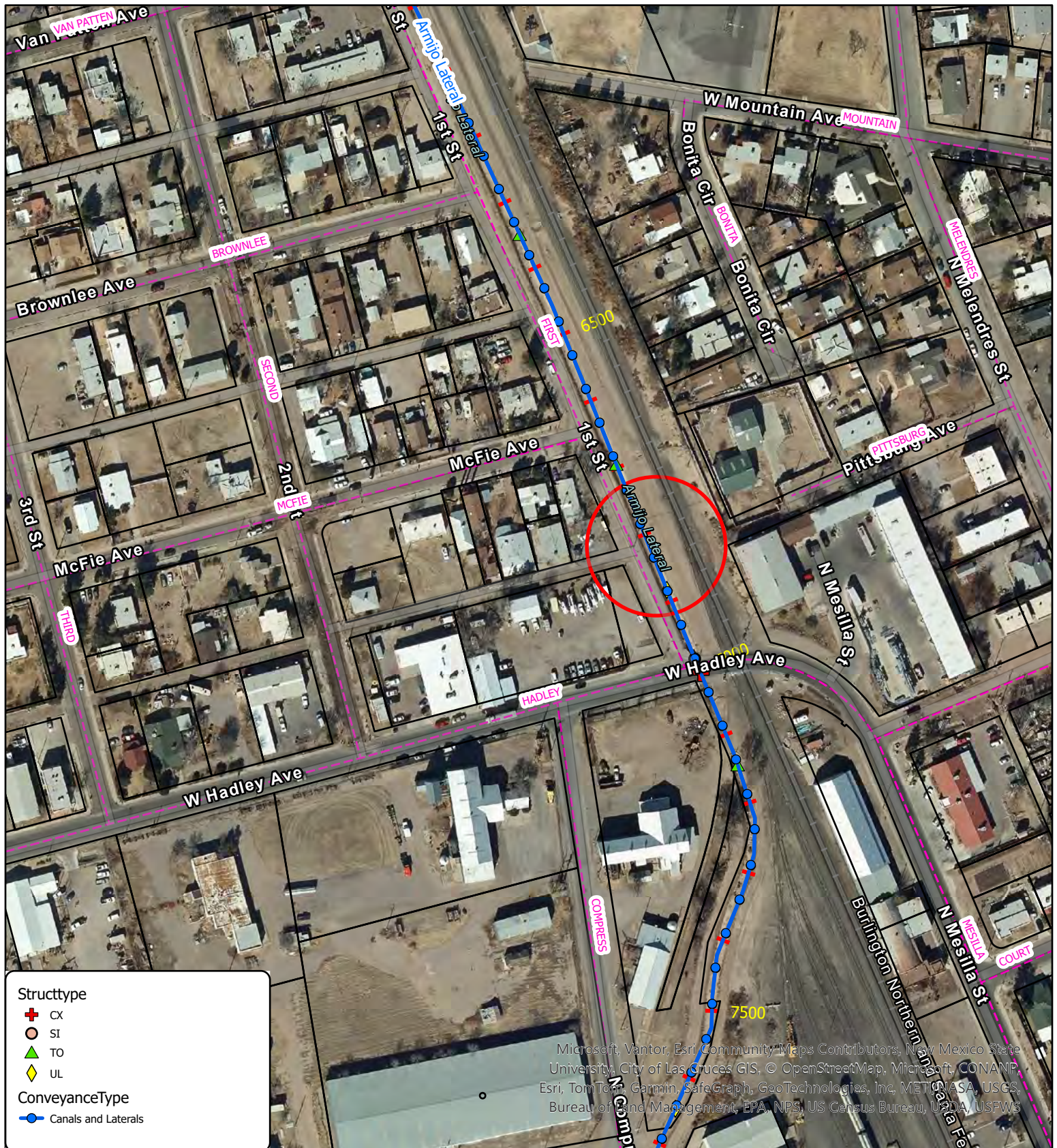
Approved by EBID Engineer

2026-L-027
EXHIBIT A

NW1/4 SE1/4 NE1/4
SEC13 T23S R1E
APPROX. EBID ROW 60'



See Supplemental Sheet 9A
(Enlarged Scale)
For town of Las Cruces and
adjacent properties not
numbered on this sheet.

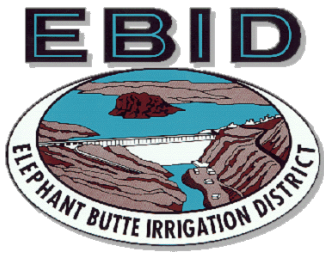


2026-L-027 EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE
CROSSING THE ARMIJO LATERAL AT APPROXIMATE STATION 68+00,
APPROX. EBID ROW 60'

0 50 100 200 300 US Feet





Elephant Butte Irrigation District

530 South Melendres Street

Las Cruces, NM 88005

575-526-6671

RIGHT OF USE LICENSE

Special Use X Limited Use

Engineering Job Number: 2026-037

License Number: 2026-L-029

Exhibits Attached: "A" AND "B"

(Place License Number on all exhibits)

Term:

From: MARCH 11, 2026

To: MARCH 11, 2036

Month Day Year

Licensee (Name and address)

VEXUS FIBER, LLC

4006 W LOOP 289

LUBBOCK, TX 79407

Purpose (Specify use requested: what, quantities, dimensions, etc.)

TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING THE MESILLA LATERAL AT APPROXIMATE STATION 283+36 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

Description of Premises Fee x Easement (Specify legal description of land and major features such as reservoir, canal, etc.)

LOCATED IN THE SW $\frac{1}{4}$ OF SE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 23 SOUTH, RANGE 1 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Special Conditions (Where the property that is the subject of this License is held by the District other than as a fee simple estate, the Licensee shall be solely responsible for ascertaining whether the installation will encroach upon property belonging to entities or persons other than the District and for obtaining any additional permission or licenses that may be required from property owners other than the District. The Licensee shall obtain the requisite permission prior to the use of or encroachment upon the property.)

- BURIED CROSSINGS MUST BE CONSTRUCTED NO LESS THAN 5 FEET BELOW THE WATERWAY DESIGN INVERT
- BURIED CROSSINGS MUST BE ENCASED THROUGHOUT EBID RIGHT OF WAY
- NO CONSTRUCTION ALLOWED DURING IRRIGATION SEASON
- VEXUS: NMMS003, EBID 1

The Licensee has read and reviewed the language contained on the reverse side of the license application, and hereby accepts this License subject to the terms and conditions expressed or implied herein. The Licensee also understands the rules and regulations of the Elephant Butte Irrigation District and agrees to abide by same during the term of this License.

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ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MANAGER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

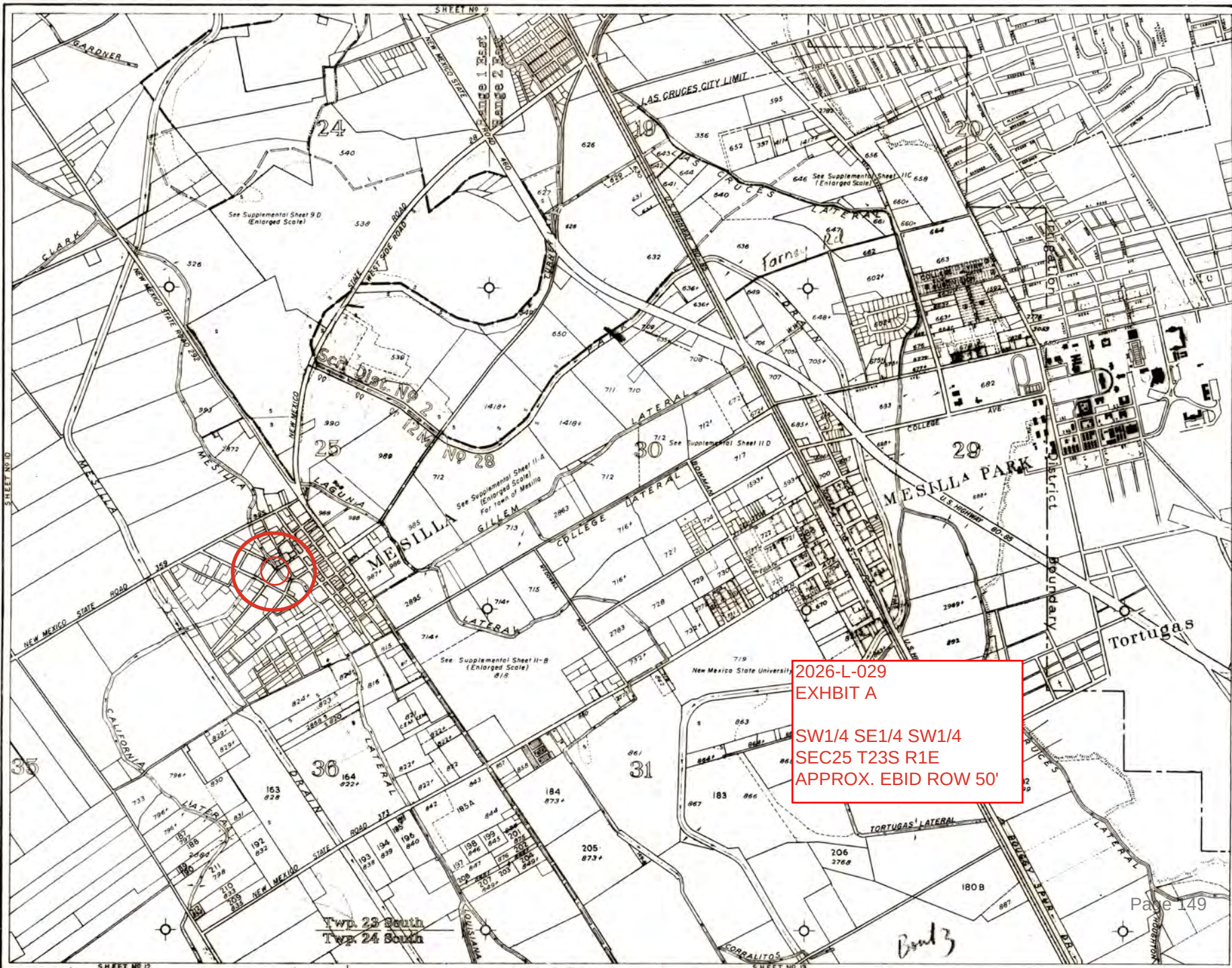
****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: MARCH 11, 2026

Approved by EBID Board of Directors

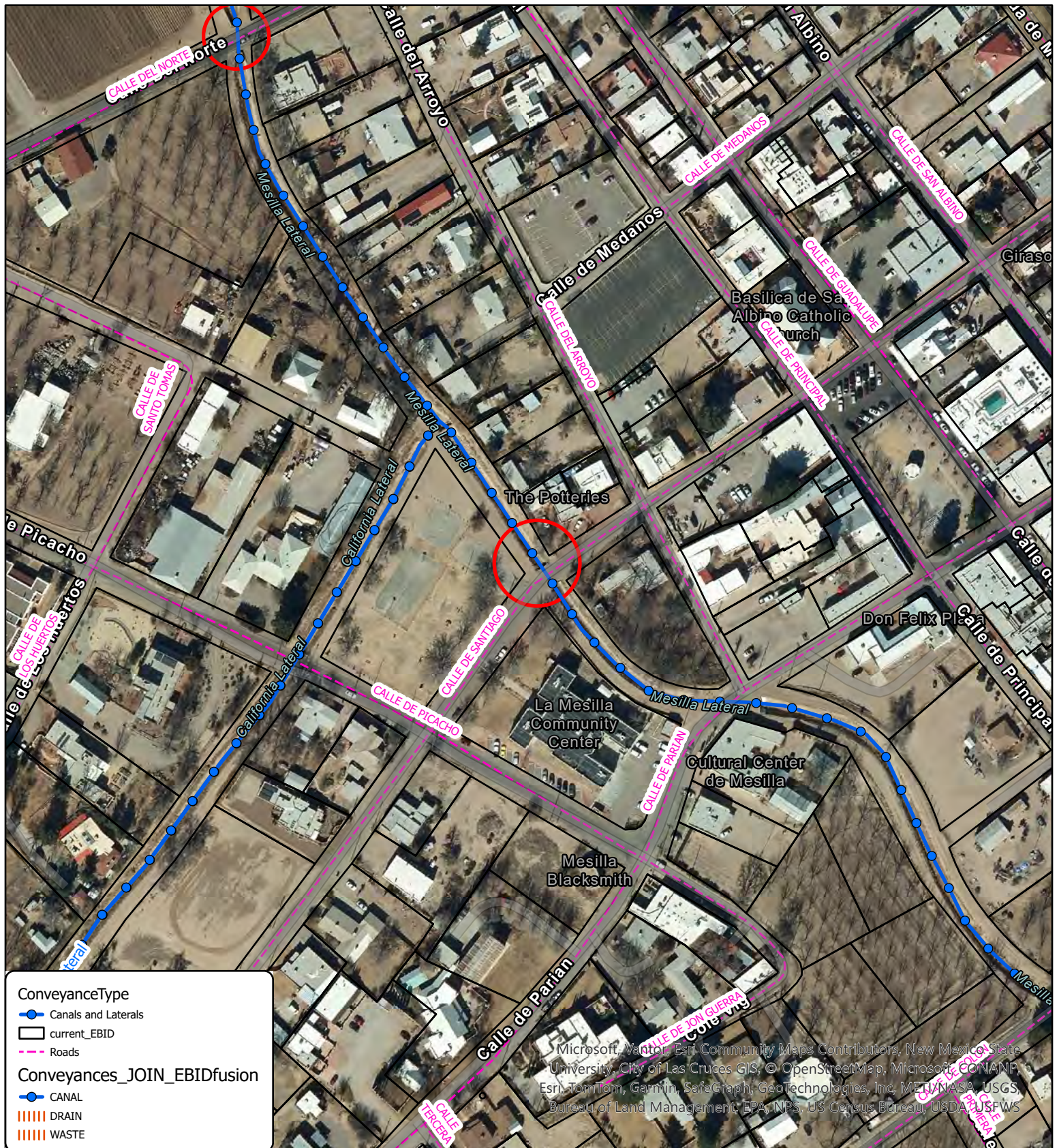
SIGNATURE/DATE:

Approved by EBID Engineer



2026-L-029
EXHBIT A

SW1/4 SE1/4 SW1/4
SEC25 T23S R1E
APPROX. EBID ROW 50'



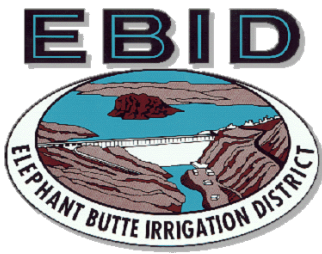
2026-L-029
EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE
CROSSING THE MESILLA LATERAL AT APPROXIMATE STATION 283+36,
APPROX. EBID ROW 60'

US Feet
0 50 100 200 300

Page 150





Elephant Butte Irrigation District

530 South Melendres Street

Las Cruces, NM 88005

575-526-6671

RIGHT OF USE LICENSE

Special Use X Limited Use

Engineering Job Number: 2026-038

License Number: 2026-L-030

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MARCH 11, 2026

To: MARCH 11, 2036

Month Day Year

Licensee (Name and address)

VEXUS FIBER, LLC

4006 W LOOP 289

LUBBOCK, TX 79407

Purpose (Specify use requested: what, quantities, dimensions, etc.)

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE MESILLA LATERAL AT APPROXIMATE STATION 302+94 AS SHOWN IN EXHIBITS "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

Description of Premises Fee x Easement (Specify legal description of land and major features such as reservoir, canal, etc.)

LOCATED IN THE SW $\frac{1}{4}$ OF NW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 36, TOWNSHIP 23 SOUTH, RANGE 1 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Special Conditions (Where the property that is the subject of this License is held by the District other than as a fee simple estate, the Licensee shall be solely responsible for ascertaining whether the installation will encroach upon property belonging to entities or persons other than the District and for obtaining any additional permission or licenses that may be required from property owners other than the District. The Licensee shall obtain the requisite permission prior to the use of or encroachment upon the property.)

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- VEXUS: NMMS003-EBID 3

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ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MANAGER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: MARCH 11, 2026

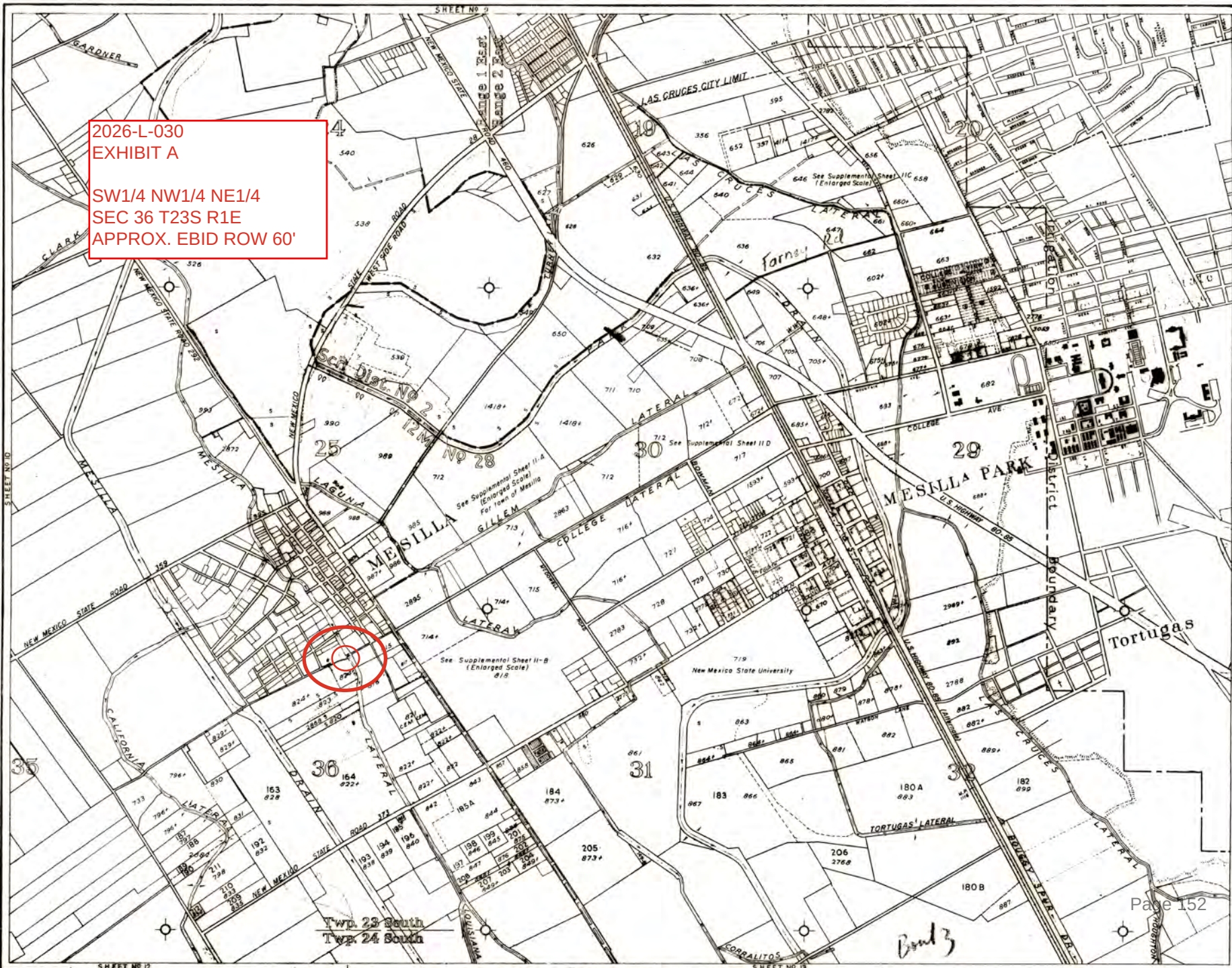
Approved by EBID Board of Directors

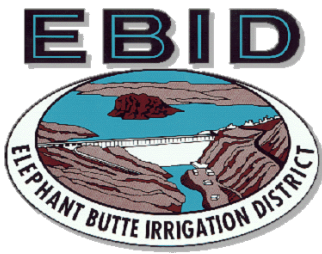
SIGNATURE/DATE: _____

Approved by EBID Engineer

2026-L-030
EXHIBIT A

SW1/4 NW1/4 NE1/4
SEC 36 T23S R1E
APPROX. EBID ROW 60'





Elephant Butte Irrigation District

530 South Melendres Street

Las Cruces, NM 88005

575-526-6671

RIGHT OF USE LICENSE

Special Use X Limited Use

Engineering Job Number: 2026-039

License Number: 2026-L-031

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MARCH 11, 2026

To: MARCH 11, 2036

Month Day Year

Licensee (Name and address)

VEXUS FIBER, LLC

4006 W LOOP 289

LUBBOCK, TX 79407

Purpose (Specify use requested: what, quantities, dimensions, etc.)

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE CALIFORNIA LATERAL AT APPROXIMATE STATION 3+96 AS SHOWN IN EXHIBITS "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

Description of Premises Fee x Easement (Specify legal description of land and major features such as reservoir, canal, etc.)

LOCATED IN THE SW $\frac{1}{4}$ OF SE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 23 SOUTH, RANGE 1 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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- VEXUS: NMMS0030, EBID 2

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ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MANAGER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: MARCH 11, 2026

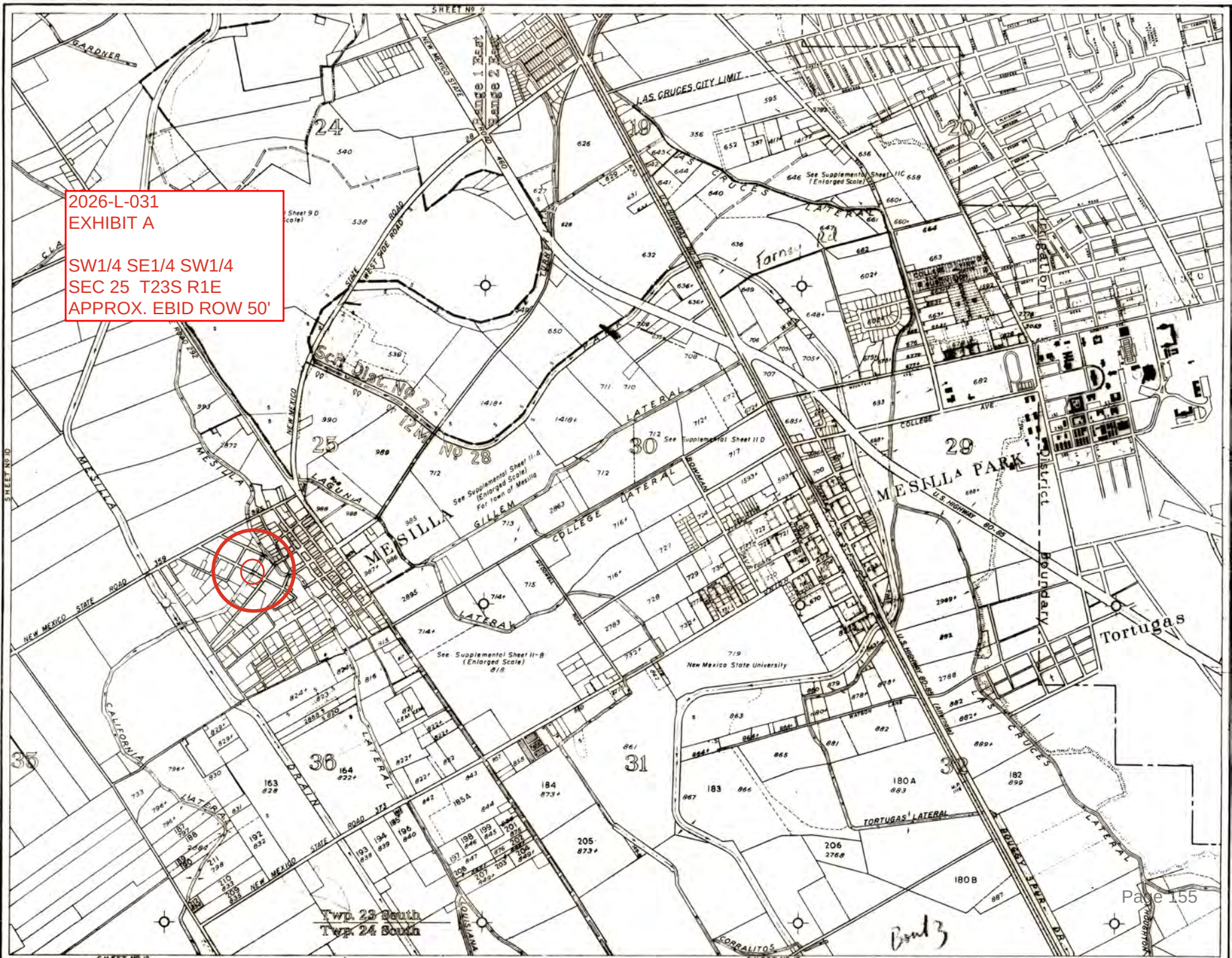
Approved by EBID Board of Directors

SIGNATURE/DATE: _____

Approved by EBID Engineer

2026-L-031
EXHIBIT A

SW1/4 SE1/4 SW1/4
SEC 25 T23S R1E
APPROX. EBID ROW 50'

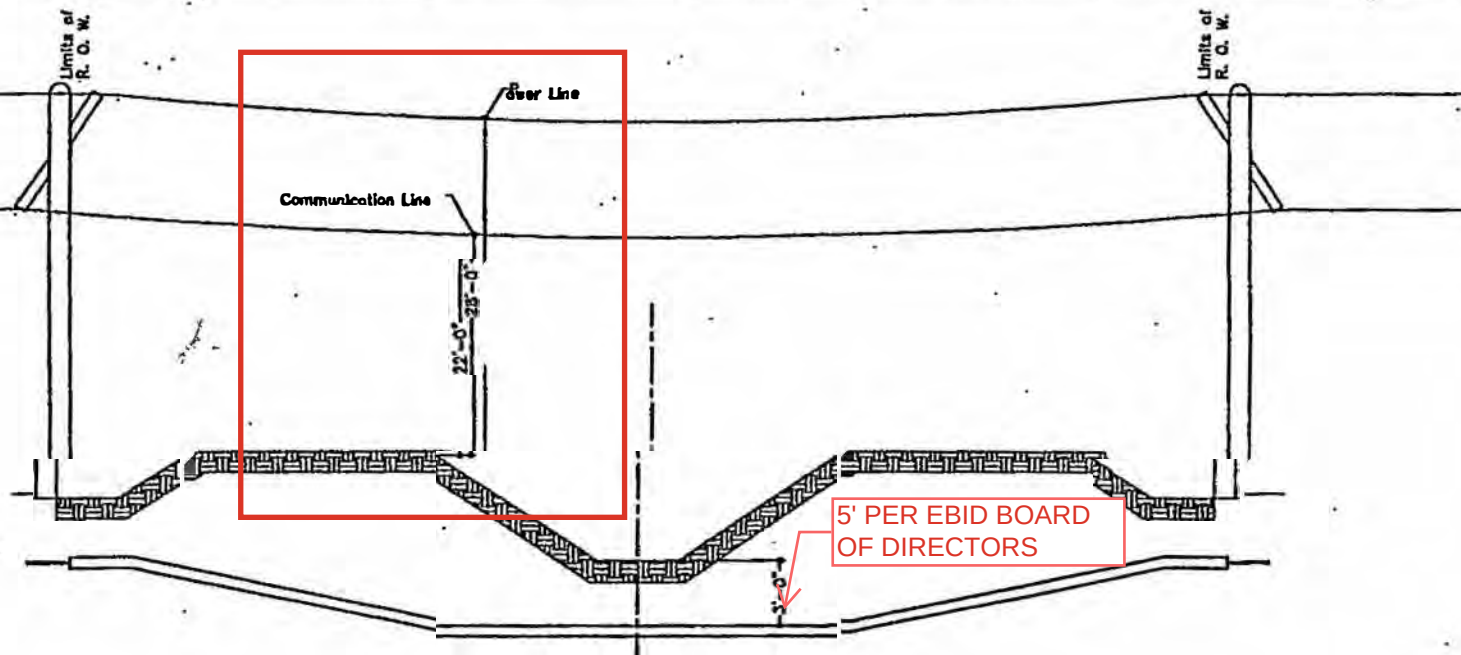




2026-L-031
EXHIBIT B

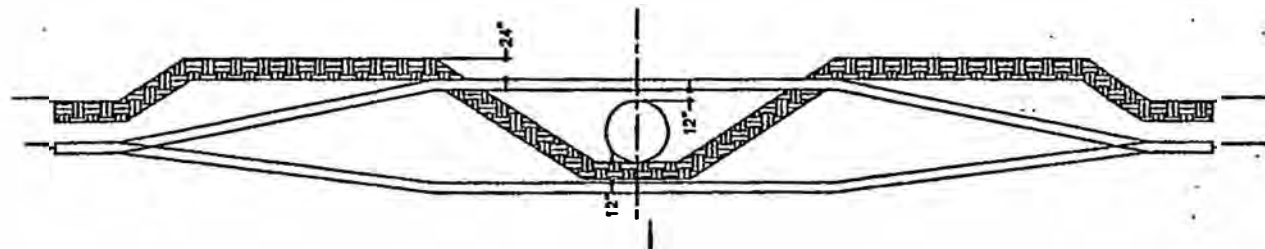
TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE
CROSSING THE CALIFORNIA LATERAL AT APPROXIMATE STATION 3+96,
APPROX. EBID ROW 50'





OPEN CHANNEL CROSSING

NOTE: Protective sleeve across full width of the Right-of-Way



CULVERT CROSSING

NOTES:
 Utility crossing shall conform to the minimum standards of paragraph 3.0 of the Design Criteria.
 No open cuts of Canal or Laterals are permitted during irrigation season.
 Overhead crossings shall be in accordance to the minimum standards of paragraph 3.2 of the Design Criteria.
 Maintenance of all utility crossings shall be the responsibility of the permittee.



Use of EBID Facilities

The Elephant Butte Irrigation District (EBID) is a political subdivision of the State of New Mexico. EBID operates, maintains, and owns the irrigation distribution system of the Rio Grande Project which was acquired and constructed by the United States Bureau of Reclamation (BOR), including the canals, laterals, drains, wasteways, canal/drain banks, and structures. EBID property and right-of-ways are authorized for use by EBID personnel only. Use of, or on, EBID facilities requires authorization from EBID in the form of a special use permit, limited use permit, joint powers agreement, or other written contract agreement. Permits and contracts are issued for terms of 1, and 10 years, depending on the type of use. Permits will not be issued for a term longer than 10 years. All permits longer than 1 year require approval of EBID's Board of Directors at a board meeting. Applications often take at least one month for full signed approval and may take as long as 2 months. Please plan accordingly and contact EBID's Engineering Department about your application as soon as possible. A summary of the procedures, guidelines, and criteria for the issuance of licenses and permits, where to find more information, and the fees associated with the consideration of applications for right of use are described below.

EBID Facilities Include:

- EBID canals, laterals, drains, wasteways, rights-of-way (ROW), structures, and other District owned properties
- Canal/drain banks (operation/ maintenance access)
- EBID-sponsored flood control dams and channels
- Diversion dams with EBID/BOR agreements

Types of use: All uses or structures that utilize, cross, or parallel EBID facilities require a permit or contract including, but not limited to:

- Culverts and bridges
- Utilities and pipelines
- Harvest gates
- Discharge/agricultural runoff
- Trails/bike paths
- Irrigation siphons or flumes
- Beehives
- Removal of dirt, sand, or trees
- Pump in/take out during EBID irrigation season

OBTAINING AUTHORIZATION — Everyone: Private individuals, EBID members, utilities, firms or corporations, and governmental agencies must obtain written permission prior to use.

APPLYING FOR A RIGHT-OF-USE PERMIT — The EBID "Right of Use and License Policy" establishes the procedures, guidelines, and criteria for the issuance of licenses and permits as provided by the applicable laws, regulations, and rules of the State of New Mexico and the EBID. The entire policy is available for viewing at the EBID Engineering Department, and on the EBID website. The process for obtaining an authorization for the right to use EBID facilities is described in the attached table. It is recommended that you visit or contact the EBID Engineering Department for specific instructions regarding your right-of-use permit application as soon as possible.

AT RISK NOTICE

Canals, laterals, and drains are protected under NM Tort Claims Act as irrigation works and are **ONLY** intended for the storage and diversion of water. Therefore, canal, lateral and drain banks, being part of the irrigation works, are not intended to be used as roads.

PENALTY

Failure to obtain proper authorization for use of EBID facilities may result in the removal of encroachments from EBID facilities and/or other action at the owner's expense.

NOT AUTHORIZED

Use of EBID canal/drain banks, operation/ maintenance access or rights-of-way for parallel **INGRESS/ EGRESS** to private property

TRESPASS (motorized or otherwise) onto EBID facilities without permit, license, or agreement

ENCROACHMENT of structures, fencing, earthwork, parked vehicles, landscaping, pavement, driveways, plowing/farming, or any use onto EBID facilities without permit, license, or agreement.

DUMPING of yard waste, dirt, spoil, concrete rubble, trash, manure, or demolition waste.

Elephant Butte Irrigation District; 530 S. Melendres, Las Cruces, NM 88005; 575-526-6671, www.ebid-nm.org

EBID Engineering Department—Ext. 4

- Senior Engineering Manager: Alex Rubio, arubio@ebid-nm.org
- License and GIS Administrator: Juan Caballero, jcaballero@ebid-nm.org
- Licensing & Land Technician: Scott Gamboa, sgamboa@ebid-nm.org
- Engineering and Land Assistant: Tammie Deon, tdeon@ebid-nm.org

THE EBID PERMIT PROCESS

APPLICATION:	You must submit a right-of-use permit application to EBID's District Engineer. The required application is available at EBID's Engineering Department and our website at https://www.ebid-nm.org/permits-policies . A non-refundable application fee is required. Permit applications should be submitted in person and include the following:
Contact Information	Permit application contact, business name, address, phone number, email address, and EBID customer number or DAC parcel number (if applicable).
Design	Discussion with EBID's Engineering Department as soon as possible for design criteria is recommended. Certain structures can only be designed and installed by EBID. Major works such as bridges, concrete box culverts, inverted siphons, large culverts, relocations of irrigation facilities must be designed and sealed by a professional engineer. Three (3) copies of detailed construction design plans are required, in some instances electronic document submission is an acceptable substitute for two of the copies.
Site Plan	Maps showing the location and siting of structures are required. Photos of all four directions of crossing (north, south, east, and west) are recommended. Any other pertinent information that will help EBID determine the location and any potential conflicts should be included.
Pump-in Permits	Farming groundwater pump in/take out permits have special requirements including the installation of an RTU (remote telemetry unit) for metering the discharged flow in real time and testing of the pumped water prior to discharge. The NMOSE LRG well number is also required information. See EBID Board Policy 2003-OP10 for more information.
Conditions	General conditions, requirements, and responsibilities can be found on the Right of Use Application. Please review these thoroughly. Special conditions may be added. Permittees may be required to furnish such insurance protection as EBID Board or Officials deem necessary.
REVIEW:	Your application, design, and plans will be evaluated by the District Engineer and pertinent Staff. When internal reviews are complete, your permit application will be submitted to EBID's Board of Directors and Staff will provide a recommendation.
APPROVAL:	EBID's Board of Directors usually meets the second Wednesday of each month. You do not need to be present, however, should questions arise during the meeting, your permit may be delayed until all questions and/or requirements are satisfied. The Board may approve, deny, or table your request. Special Conditions may be assigned at this time. You will be notified in writing of the Board's decision.
FEES:	If your permit application is approved, you will be invoiced for the fees assessed. Permit/License Schedule is available at EBID Engineering Department or EBID's website. EBID Engineering Department can also assist with estimating fees. Fees may include but are not limited to those described below:
Application Fee	The minimum administrative fee is \$300.00 plus tax and is non-refundable. Fee is due at the time of application submittal.
Administrative Fee	The actual administration fee will usually exceed \$300.00 since the applicant will be required to pay all administrative costs in excess of the initial deposit for the preparation of the right-of-use document, and any engineering review, ROW investigation, legal review, coordination with other agencies, construction inspection, document preparation, rights-of-use assistance, appraisals.
Land Use Fee	Fair market value of the right and privilege requested for use of the EBID facilities. Surety or Performance Bond and/or insurance protection or indemnification may be required as the Board may deem necessary.
Discharge Fee	Based on flow or volume discharged. (Excludes well discharge for irrigation)
Fee Waiver Request	Permit fees can only be waived by the District's Board of Directors consistent with legal limitations. Use for farming activities may be waived at the Board's discretion. Please indicate a request for waiver of fees at the time of application.
FINALIZE:	Your permit will be mailed to you as soon as possible following Board approval. Your permit is not valid until you pay the fees, sign and return the documents to EBID, and the permit is signed by EBID officials. A copy will be returned to you for your records.
CONSTRUCTION NOTICE:	New construction/installation must be completed within two years of approval. <u>Construction and/or use cannot begin until your permit is valid.</u> You must notify EBID Engineering Department when construction or use begins and ends. Construction usually can only take place during the non-irrigation season. EBID will inspect all completed structures may have additional inspection requirements.
Amendment of Permits:	Licensee cannot transfer or assign a permit/license without EBID consent. A new permittee or landowner can request amendment/reassignment in writing or with a right-of-use permit application and a service charge of \$50 plus tax.

Design Criteria: Criteria have been prepared to serve as a guide for the design of installations to be constructed on EBID facilities. The general requirements that apply to most installations are available at our Engineering Department and the pertinent policy and application are available on our website.

Construction/Installation of Structures: All construction activities must be coordinated with EBID. Construction is usually not permitted during irrigation season. You must notify EBID Engineering prior to construction, provide a written schedule of planned construction activities, and allow for inspection when finished.

Elephant Butte Irrigation District

Engineering Department

Phone: 575-526-6671

Office/Mailing Address: 530 South Melendres Street, Las Cruces, NM 88005

RIGHT OF USE LICENSE APPLICATION

1. APPLICATION DOES NOT GUARANTEE APPROVAL.
2. INITIAL ADMINISTRATIVE FEE OF \$300.00 PLUS TAX IS DUE AT THE TIME OF APPLICATION AND IS NON-REFUNDABLE WHETHER THE APPLICATION IS APPROVED OR DENIED.
3. THIS APPLICATION WILL NOT BE PROCESSED UNLESS ALL ITEMS ARE LEGIBLE, COMPLETED IN ENTIRETY, AND ATTACHED AS DESCRIBED BELOW.
4. ALLOW 60-90 DAYS FOR PROCESSING.
5. CONTACT EBID ENGINEERING DEPARTMENT FOR ASSISTANCE IN COMPLETING REQUIREMENTS.

Applicant's Name: _____

Business Name: _____

Mailing Address & Zip: _____

Date: _____ Phone: _____ Cell: _____ Email: _____

Type of Use (or Agreement)

Area: _____ Beehive _____ Use of ROW _____ Blanket Agreement # _____
Crossing: _____ Utility* _____ Bridge _____ Culvert _____ Flume _____ Siphon
Discharge: _____ De-watering _____ Lift Pump _____ Stormwater _____ Well Pump (for LRG- _____)
Parallel: _____ Harvest Gate _____ Trail/path _____ Turnout _____ Utilities*
Removal: _____ Sediment (dirt, sand) _____ Trees or Bamboo _____ Water Extraction
Other: _____ Encroachment Agreement

*For Utilities, specify: _____ Cable _____ Electric _____ Gas _____ Sewer _____ Telephone _____ Water

Purpose (describe what you propose to do, quantities, dimensions, etc.) _____

Location (describe exactly where the activity will take place – name the canal, lateral, drain or other EBID facility.) _____ Aerial _____ Buried

EBID Facility: _____ Station ID _____

Nearest physical address (if different from above): _____

EBID Customer# _____ Parcel No. _____

Site Plan (plan view of construction/installation)

1. Attach a map(s) showing location and site of requested use including EBID facilities. Include a north arrow, rights-of-way, easements, property lines, and features affected by construction. Survey may be required to define property boundaries, if so, please provide a signed and sealed copy.
2. Provide site photos in four/all directions (north, south, east, west).

Construction/Design Drawing (engineering design details-exact size, length, width, height, materials, specifications, etc.)

1. Provide detailed design/construction plans. Drawings and specifications must comply with EBID design criteria (available at EBID office or online at www.ebid-nm.org).
2. Provide estimated construction dates. Include beginning and ending dates. (General Conditions Section 9 still applies)
3. A cross section or design profile of the EBID facility and adjacent land is required for crossings and most applications.

Design to be performed by: ☐ Self ☐ EBID ☐ Professional-Name _____

Construction to be performed by: ☐ Self ☐ EBID ☐ Professional-Name _____

Provide three (3) sets of final design plans, site plan, and photos in compliance with the District's design criteria. Alternatively, provide one (1) hard copy set and one (1) PDF digital copy (CD or jump drive) of all site plan, photos, and design drawings/plans.

Sign name(s) as written in License application. For partnerships, a general partner's signature is required. For corporations, an officer or other individual with proper authority evidenced by a corporate resolution granting such authority is required to sign. For a limited liability company, a member, manager, officer or other individual with proper authority evidenced by a company resolution granting such authority is required to sign. Any deviation from the required signatories must be approved by EBID.

LICENSEE

SIGNATURE _____

TITLE _____

SIGNATURE _____

TITLE _____

DATE _____

☐ License is for agricultural operations - land use fees requested waived.

I have read and reviewed the General Conditions language contained on the reverse side of this Application, and hereby accept the terms and conditions expressed or implied herein. I also agree to comply with all additional Special Conditions that may apply as specified on the Right of Use License. I further agree to pay all applicable License fees within 30 days of Board approval or this application becomes void. I understand the rules and regulations of Elephant Butte Irrigation District and agree to abide by same during the term of the Right of Use License.

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THIS APPLICATION WILL BE RESEARCHED AND PRESENTED TO EBID BOARD OF DIRECTORS FOR APPROVAL. IF APPROVED AND THE LICENSE FEES ARE PAID IN FULL, A LICENSE WILL BE ISSUED TO YOU. IF DENIED, A LETTER WILL BE MAILED TO YOU.

THIS APPLICATION IS NOT A LICENSE

General Conditions

SECTION 1. Rights of Elephant Butte Irrigation District (EBID): The Elephant Butte Irrigation District (hereinafter Licensors) operates and maintains the New Mexico portion of the Rio Grande Project. It has fee simple and easement rights over canals, ditches and other rights-of-way within the District boundaries.

SECTION 2. Assignment and Binding Nature: Licensee shall not assign this license, in whole or in part, without Licensors' prior written consent, and absent such consent, any attempted assignment shall be void. Licensee shall make all requests for Licensors' consent to an assignment, modification, or amendment of the license in writing and shall accompany each request with an Administrative fee of \$50.00 Plus Applicable Taxes. Such service charge shall be the property of Licensors and not refundable to Licensee. Consent to assign to Licensee's subsidiary, parent, successor or affiliated entity will not be unreasonably withheld.

SECTION 3. Termination of the License:

3.1 Either party may terminate this license with or without cause upon not less than thirty (30) days written notice, provided that the Licensee shall be given thirty days after written notice to cure the circumstances giving rise to termination for cause. Fees will only be reimbursed on a prorated basis if EBID terminates the license without cause. Fees shall not be reimbursed under any other situation unless determined otherwise by EBID Board on a case-by-case basis.

3.2 If Licensee fails to comply with the conditions set forth herein, or if either party terminates this license, Licensee shall remove at its own cost, within thirty (30) calendar days after written notice from Licensors, any materials, improvements or facilities placed on Licensed Property by Licensee, its directors, officers, employees, or agents. If Licensee fails to remove any of the materials, improvements or facilities within the thirty (30) day period, Licensors at its election, (i) with or without giving notice to Licensee, may remove and store the materials, improvements of facilities or (ii) give written notice to Licensee that Licensors will retain the materials, improvements or facilities. Upon Licensors' giving said written notice to Licensee that Licensors will retain the materials, improvements, or facilities, Licensee's right, title and interest in the materials, improvements, or facilities immediately shall vest in Licensors.

3.3 If Licensors removes any materials, improvements or facilities pursuant to Section 3.2, Licensee shall reimburse Licensors for the costs of such removal or storage (as conclusively determined by Licensors) within ten (10) calendar days after Licensors presents Licensee a statement of such costs. Licensee hereby releases Licensors from any and all damages resulting to Licensee from such removal or storage. The provisions of this Section shall survive termination of this license.

3.4 If Licensee's right, title and interest in any of the materials, improvements or facilities vest in Licensors pursuant to Section 3.2, then Licensee shall execute, acknowledge and deliver to Licensors an instrument, acceptable to Licensors, transferring to Licensors all Licensee's right, title and interest in the materials, improvements or facilities. The provisions of this Section shall survive termination of this license.

SECTION 4. Maintenance of Licensed Property and Interface with Licensors' Use of Licensed Property:

4.1 Licensee, at its own expense, shall maintain the Licensed Property and all Licensee's materials, improvements and facilities thereon in good, sanitary and safe condition as conclusively determined by Licensors. Such maintenance shall involve but not be limited to, (a) repair and upkeep of the structure(s); (b) the removal of deposited sediment, trash, and other debris from within and adjacent to the structure(s); (c) control of vectors and other pests associated with the structure(s); and (d) repair of damages to the affected facilities of the Rio Grande Project as determined by EBID. Such maintenance shall be conducted by the Licensee annually or on request by EBID between the end of each irrigation season and December 31 of the same year, or at other times upon written notification by EBID. Such maintenance shall not interfere in any manner whatsoever with the construction, operation, and maintenance of any part of the Rio Grande Project. EBID shall be notified at least forty-eight (48) hours in advance of any planned maintenance, unless emergency conditions prevent such notification, and then notification will be given as soon as possible. Neither Licensee nor its agents shall interfere with the use of the Licensed Property by Licensors, or the interest of any other individual or entity in the Licensed Property.

4.2 If Licensee defaults in the performance of any provision of Section 4.1, as conclusively determined by Licensors, and Licensors gives notice of the default, Licensee shall correct such default to the satisfaction of Licensors within the required period of time set forth in the notice (Correction Period). If Licensee fails to correct the default within the Correction Period, Licensors may take any action determined by Licensors to be necessary to correct such default, including without limitation making any repair or modification to or removing any such materials, improvements or facilities. Licensee shall reimburse Licensors for the costs of correcting such default, as conclusively determined by Licensors, within ten (10) calendar days after Licensors presents Licensee a statement of such costs. Licensee hereby releases Licensors from all damages resulting to Licensee from correcting such default, so long as Licensee has complied with this provision, including without limitation those damages arising from all repairs or modifications to or removal of any materials, improvements, or facilities on the Licensed Property.

SECTION 5. Nonexclusive Rights: This license is nonexclusive and nothing herein shall prevent Licensors from accessing or using the Licensed Property or prohibit Licensors from licensing another entity to access or use the Licensed Property. Licensors shall not be liable to Licensee for any damage to public or private property or installations located upon the Licensed Property. Nothing in this license shall be construed to deny or lessen the powers and privileges granted Licensors by the laws of the State of New Mexico.

SECTION 6. Existing Easements and Licenses: This license is subject to all existing easements, licenses and matters of record.

SECTION 7. For "Individual" Licenses Only - Indemnification: "Individual" Licenses are defined to be all those Licenses issued to Licensees other than Governmental Entities. Non-Governmental entity Licensee (Indemnitor), its successors and assigns, shall indemnify and hold harmless Licensors (Indemnitee), and the directors, officers, employees, agents, successors and assigns thereof, against and from any claim, demand, lawsuit or action of any kind for damages or loss; whether directly or indirectly arising out of (a) acts or omissions of Licensee, its agents, officers, directors, or employees, (b) Licensee's use or occupancy of the Licensed Property for the purposes contemplated by this License, including but not limited to claims by third parties who are invited or Licensed onto the Licensed Property, either expressly or implied, by Licensee or by the nature of Licensee's development or other use pursuant to this License, or (c) Licensee's failure to comply with or fulfill its obligations established by this license or by law, and whether such damage or loss is to person or property. Such obligation to indemnify shall extend to and encompass all costs incurred by Licensors in defending against subject claims, demands, lawsuits, or actions, including though not limited to attorney, witness and expert witness fees, and any other litigation related expenses. Licensee shall have no obligation to indemnify Licensors against liability directly attributable to the negligence or willful actions of the Licensors, its directors, officers, employees, agents, successors or assigns. The provisions of this section shall survive termination of this license. Regardless of this Paragraph nothing in this License should be construed as a waiver of immunity, defenses, or limitations of liability provided to EBID by the New Mexico Tort Claims Act or other applicable law.

For "Government" Licenses Only - Tort Claims Act: By entering into this Agreement, the District and its "public employees" as defined in the New Mexico Tort Claims Act, and the Licensee and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense(s) and/or do not waive any limitation(s) of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act. However, within the limitations above stated, each party shall be responsible for their own negligent acts. This Agreement is not intended by any of its provisions to create in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to this Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

SECTION 8. Insurance: Without limiting any liabilities or any other obligations or duties of Licensee, EBID at its option may require insurance and proof of insurance as a condition to this License. If the insurance is required, the Licensee will be notified by letter, which letter shall specify the amount and type of insurance required by EBID.

SECTION 9. Construction:

9.1 Prior to making any installations on the Licensed Property, Licensee shall submit to Licensors for its approval a detailed plan showing the location of any such installations, and pay Licensors all review and inspection fees required by Licensors. All construction on the Licensed Property shall be performed in accordance with specifications approved by Licensors. At least ten (10) days prior to the beginning of any construction on the Licensed Property, Licensee shall provide Licensors notice of the date that construction will begin and a schedule listing all construction activities and the dates when such construction activities will be performed. Licensee shall give Licensors written notice of all changes in the schedule and delays in construction immediately upon it being reasonably foreseeable that such change or delay will occur.

9.2 Licensee shall contact Licensors a minimum of 72 hours in advance of start of construction to obtain a construction clearance. Phone Number: (575) 526-6671. NOTE: A CONSTRUCTION CLEARANCE DOES NOT ASSURE THAT THE CANALS, LATERALS OR DRAINS WILL BE WITHOUT WATER.

9.3 Licensee's materials, facilities, improvements, and appurtenances constructed, installed, operated and maintained on the Licensed Property shall not interfere with Licensors's use of Licensors's existing and/or any future irrigation facilities on or adjacent to the Licensed Property.

9.4 Licensors may regulate the scheduling of construction, if any, located on the Licensed Property relating to irrigation operation, traffic control, backfilling, compacting, or paving and locating or relocating the materials, facilities, improvements or appurtenances.

9.5 If relocation of Licensee's materials, facilities, improvements or appurtenances is necessitated by Licensors's use of existing facilities or the construction of improvements by or on behalf of Licensors, Licensee shall bear the entire cost of relocating said materials, facilities, improvements and appurtenances.

9.6 Licensors shall not exercise its right to require relocation of Licensee's facilities in an unreasonable or arbitrary manner.

SECTION 10. Licenses, Statutes and Codes: Licensee shall comply with the applicable requirements of all statutes, acts, ordinances, regulations, codes, and standards of legally constituted authorities with jurisdiction, including continuous compliance with all Board of Directors Policies in place governing the use of EBID property. Licensee shall obtain or cause to be obtained at its expense, all Licenses, approvals and authorizations required by Licensee's actions pursuant to this license taking effect. The provisions of this Section shall survive termination of this license.

SECTION 11. Licensors' Right to Inspect:

11.1 Licensors may enter any part of the Licensed Property at all reasonable times to make an inspection thereof. During any construction by Licensee, Licensors may inspect all trenching, backfilling and other related items and require conformance with all requirements and specifications established by Licensors.

11.2 Licensee shall release Licensors for all damages arising out of any delay, whether reasonable or unreasonable, or foreseeable or unforeseeable, by Licensors in Licensing or inspecting any work on the Licensed Premises. The provisions of this section shall survive termination of this license.

SECTION 12. Service of Notice: All notices and demands required or Licensed by this license shall be in writing and shall be deemed to have been given properly when (i) sent by certified mail (postage fully prepaid) to the respective address as furnished by either party to the other pursuant to this section; (ii) delivered personally to the parties hereto.

SECTION 13. Administrative and Land Use Fees: Licensee shall pay all fees, including administrative costs in excess of the initial \$300.00 deposit already paid at the time of application for the preparation of the right-of-use document and land use fees pursuant to EBID Board Policy regarding Right of Use of EBID facilities. All costs will be invoiced either at the time of issuance of the License or at a later date as the same shall become known and due. Failure to pay within 30 days of such invoice will result in termination of the License.

SECTION 14. Waiver: No waiver by either party of any breach of any of the covenants or conditions of this license which are to be performed by the other party shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition. There shall be no waiver by implication, all formal waivers must be approved in writing by the waiving party.

SECTION 15. Attorneys' Fees upon Default: If Licensee defaults in the timely performance of its obligations, under this license, the Licensors shall be entitled to recover all reasonable expenses and attorney's fees incurred by Licensors in enforcing its rights under the license including pre-suit fees and expenses and court costs, including expert witness fees and the like, as determined by a Court in any suit or proceeding. The foregoing shall not in any way limit or restrict any right or remedy at law or equity which would otherwise be available to such party in default.

SECTION 16. Force Majeure: If either party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this License, other than the obligation of Licensee to make payments of amounts due hereunder, then the obligations of both Licensee and Licensors, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall so far as possible be remedied within a reasonable time. The term "force majeure" as employed in this license shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, interruptions by government not due to the fault of the parties, civil disturbances, explosions, or unforeseeable action or nonaction by governmental bodies in approving the applications for approvals or Licenses or any material change in circumstances arising out of legislation, regulation or litigation. Nothing in this section shall require Licensors to settle a strike.

SECTION 17. Entire Agreement; Changes After Execution: This License, including its specified addenda and exhibits, if any, constitutes the entire agreement between the parties, and any amendment hereto must be in writing, and signed by both parties.

SECTION 18. Water Damage: Licensors shall not be liable for any loss sustained by Licensee, its officers, employees, agents, assigns or invitees on the Licensed Property because of water damage from any sources whatsoever, including but not limited to, flood, drainage, or run-off, irrespective of any prior knowledge by Licensors of the possibility of such flood, drainage, or run-off, or any act, omission or negligence of Licensors, members of its governing body, directors, officers, employees, agents or assigns, arising from operation or maintenance of any Rio Grande Project dam, canal, drain or other works.

SECTION 19. Expiration: Construction authorized by the license must be initiated no later than two years after final approval by the EBID Board of Directors. Failure to comply with the two-year time limit invalidates the permit or license. All fees paid shall be forfeited.

PROFESSIONAL SERVICES CONTRACT

LOBBYIST SERVICES

ELEPHANT BUTTE IRRIGATION DISTRICT

THIS AGREEMENT is made and entered into by and between the Elephant Butte Irrigation District, hereinafter referred to as the "District" and Water Strategies, LLC, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Board of Directors for the District.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.

2. Compensation.

A. The District shall pay the Contractor in full payment for services satisfactorily performed at the following rates as specified below, to be invoiced after performance of the services:

Contractor Personnel	Rates
Water Strategies LLC/Kris Polly, President, CEO	\$5000.00 per Month

The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the District to the Contractor.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year-to-year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the District no later than fifteen (15) days after the termination of the Fiscal Year (October 31st) in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement of accounting for all services performed on a monthly basis, specified on a minimum of a quarter hour basis, and expenses incurred. If the District finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the District that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the District shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. Term.

This Agreement is for one (1) year beginning March 11, 2026, and may renew on an annual basis, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). This contract and all renewals shall not exceed a maximum of four years ending March 11, 2028.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the District's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the District is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the District or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DISTRICT'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the District or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the District; 2) comply with all directives issued by the District in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the District shall direct for the protection, preservation, retention or transfer of all property titled to the District and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the District upon termination and shall be submitted to the District as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of Directors for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of Directors, this Agreement shall terminate immediately upon written notice being given by the District to the Contractor. The District's decision as to whether sufficient

appropriations are available shall be accepted by the Contractor and shall be final. If the District proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the District and are not employees of the Elephant Butte Irrigation District. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of District vehicles, or any other benefits afforded to employees of the District as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment, and business income tax. The Contractor agrees not to purport to bind the District unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the District.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the District. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the District. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the District, its officers, and employees from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

10. Confidentiality and Non-Competition.

Any confidential or privileged information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the District.

This confidentiality provision shall not expire notwithstanding the date Contractor completes his services hereunder, or other termination of this Agreement. Contractor agrees to contractually bind any agents or employees with this provision.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the exclusive property of the District and shall be delivered to the District no later than the termination date of this Agreement. Nothing developed or produced, in

whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

Upon termination of this Agreement, or completion of the work required under this Agreement, whichever occurs first, the Contractor will return to the District all documents, records, data, licensed software, and information of any kind whether written, computer or other forms, which was acquired, compiled or produced by the Contractor and/or the District during the course of this Agreement. The contractor may retain information regarding billing and compensation but shall not retain any substantive written or computerized information acquired or compiled during the course of this Agreement.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any District employee while such employee was or is employed by the District and participating directly or indirectly in the District's contracting process.

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the District; (ii) the Contractor is not a member of the family of a public officer or employee of the District; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the District, a member of the family of a public officer or employee of the District, or a business in which a public officer or employee of the District or the family of a public officer or employee of the District has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the District within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the District whose official act, while in District employment, directly resulted in the District's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the District.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the District relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the District if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the District and notwithstanding anything in the Agreement to the contrary, the District may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of the law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and District laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern, and that venue will lie in the Third Judicial District Court in Dona Ana District. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the District.

19. Insurance.

The Contractor is an independent contractor with the District and understands and agrees that he will not be covered under any worker's compensation insurance policy of the District. The Contractor further understands and agrees that no benefit to Contractor is provided by insurance policies or coverages maintained by the District regarding its employees, property and operations. Contractor may maintain his/her/its own insurance for professional negligence, ordinary negligence (including automobile liability), workers' compensation or other risks and liabilities that the Contractor deems appropriate. Contractor hereby waives all rights to subrogation, contribution and indemnity by, to or against the District, its officers, agents and employees and any members of its governing bodies, boards and committees.

20. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the District, the Department of Finance and Administration and the State Auditor. The District shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the District to recover excessive or illegal payments.

21. Disclaimer and Hold Harmless.

The District shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the District harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by the District in connection with the performance by Contractor of Contractor's duties according to this Agreement.

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the District from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by

the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the District by certified mail.

23. Invalid Term or Condition.

If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain valid and enforceable.

24. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

25. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

26. Approval of Contractor Personnel.

Personnel proposed in the Contractor's written proposal to the District are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the District. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the District shall retain the right to request the removal of any of the Contractor's personnel at any time.

27. Survival.

The agreement paragraphs titled "Confidentiality & Non-Competition", "Copyright", "Disclaimer & Hold Harmless", "Indemnification", and "Patent, Copyright, Trademark and Trade Secret Indemnification" shall survive the expiration of this agreement. Software licenses, leases, and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this Agreement.

28. Succession.

This agreement shall extend to and be binding upon the successors and assigns of the parties.

29. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

30. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the Third Judicial District Court and the parties shall utilize a striking process until a mediator is agreed upon.

31. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the District until it is executed by the Board of Directors after voting on the contract at a public meeting. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

32. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall be entitled to an award of attorneys' fees and court costs.

33. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, consultants, and agents in connection with any steps required to be taken under this Agreement.

34. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The contractor shall defend, at its own expense, the District against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the District based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the District for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the District shall:

- i. give the contractor prompt written notice of any claim;
- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- i. provide the District the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the

depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the District to the extent such modification is the cause of the claim.

35. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the District: Elephant Butte Irrigation District
c/o Joshua Smith, Treasurer/Manager
530 S. Melendres St.
Las Cruces, NM 88005
Email: jsmith@ebid-nrn.org

To the Contractor: Water Strategies, LLC
c/o Kris Polly, President, CEO
Washington, DC 20003
Email: kris.polly@waterstrategies.com

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signatures by the Board of Directors for the Elephant Butte Irrigation District.

By: _____ Date: _____
Contractor
Printed Name: Kris Polly

By: _____ Date: _____
District President
Printed Name: Rafael Rovirosa

By: _____ Date: _____
District Secretary
Printed Name: Randy Garay

Attachment 1

Scope of Work

- Contractor will provide government relations services with federal agencies and Congress as directed by EBID during the term of the agreement.
- Contractor will provide information and assist EBID in the development of legislative initiatives as needed.
- Contractor will be responsible for determining appropriate legislative strategy for each EBID legislative initiative.
- Contractor will confer with EBID, or representatives as designated to act as lead on each bill or piece of legislation.
- Contractor will share information related to the progress of legislation, federal agencies business or congressional affairs on a regular basis with EBID Treasurer/Manager.
- Contractor will assist EBID Treasurer/Manager, as directed, in monitoring of all federal legislation that may affect EBID. Monitoring includes tracking of bill introductions, amendments, bill status, and regular contact and discussion with key legislators and staff members interested in EBID issues.
- Contractor will as directed by EBID Treasurer/Manager, communicate EBID's position on proposed federal legislation, federal agency rule making, and in other matters relating to federal government.
- Contractor will assist EBID Treasurer/Manager in identifying opportunities for providing testimony to Congress and for EBID representatives to serve on congressional or agency created committees.
- Contractor will, as directed by EBID Treasurer/Manager, interact with other federal organizations to coordinate all common issues.
- Contractor will monitor and report to the EBID Treasurer/Manager during the legislative session on federal legislative committee meetings, interim study projects and federal agency activities potentially affecting EBID.

NWRA 2026 Federal Water Issues Conference

Last updated: 2/23/26

▼ Monday, April 27, 2026

All Day

Independent Congressional and Federal Agency Visits

Take this time to meet your congressional delegation and agency officials to discuss the issues of importance to you and NWRA.

4:00 PM

NWRA Conference Registration Opens

Crown Jewel Foyer

6:00 PM – 7:00 PM

Welcome Reception

The Sapphire Room

Sponsored by

▼ Tuesday, April 28, 2026

7:30 AM – 9:00 AM

Breakfast

Crown Jewel Foyer

Continental breakfast with assorted pastries, breakfast sandwiches, fruit, yogurt, coffee, and assorted juices.

7:45 AM – 8:00 AM

NWRA – Welcome & Comments

The Crown Ballroom

NWRA EVP Greg Morrison & NWRA Federal Affairs Chair Paul Arrington

8:00 AM – 8:30 AM

TBD

The Crown Ballroom

8:30 AM – 9:15 AM

TBD

The Crown Ballroom

9:15 AM – 9:45 AM

TBD

The Crown Ballroom

10:00 AM – 10:45 AM

TBD

The Crown Ballroom

10:45 AM – 11:00 AM

Break

The Crown Ballroom

11:00 AM – 11:45 AM

TBD

The Crown Ballroom

12:00 PM – 5:00 PM

Independent Congressional and Federal Agency Visits

Take this time to meet your congressional delegation and agency officials to discuss the issues of importance to you and NWRA.

5:30 PM – 7:00 PM

All American Cookout

NWRA Office - 4 E Street SE, Washington, DC 20003

Join your NWRA friends for a relaxing evening of networking and great food (hotdogs and apple pie).

▼ **Wednesday, April 29, 2026**

7:30 AM – 9:00 AM

Breakfast

Crown Jewel Foyer

Continental breakfast with assorted pastries, breakfast sandwiches, fruit, yogurt, coffee, and assorted juices.

7:30 AM – 12:00 PM

Registration

Crown Jewel Foyer

8:30 AM – 9:15 AM

TBD

The Crown Ballroom

9:15 AM – 9:45 AM

TBD

The Crown Ballroom

10:00 AM – 10:45 AM

TBD

The Crown Ballroom

10:45 AM – 11:00 AM

Break

The Crown Ballroom

11:00 AM – 11:30 AM

TBD

The Crown Ballroom

11:30 AM – 12:00 PM

Conference Ends

The Crown Ballroom

12:00 PM – 5:00 PM

Independent Congressional and Federal Agency Visits

Take this time to meet your congressional delegation and agency officials to discuss the issues of importance to you and NWRA.