



Regular_Board of Directors Meeting

Wednesday, May 13, 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 - 9:30 AM

- 7. Water Resources Committee**
R. Garay
- 8. Government Affairs Committee**
R. Roviroso

WATER RESOURCE REPORT

9:30 - 10:00 AM

9. Water Resource

P. King / J. Narvaez

a. Weather/Runoff Forecast

STAFF REPORT

10:00 - 10:40 AM

10. General & Administrative

J. Franzoy / L. Diaz

a. Financial Report

b. Potential Approval of Delegation of Authority for Contract for Construction Aggregate Materials (ITB 2026-02)

c. Potential Approval of RESOLUTION 2026-04: Reassignment of Accounts Payable Signature Authority

11. Manager's Update

J. Smith

12. Calendar of Events

J. Smith

- Water Records begin taking Water Orders: May 18, 2026
- NM WRRRI Agricultural Water Resilience Program (AgWRP) Informational Webinar: May 20, 2026 at 3:00 PM, via Zoom
- NM WaterSMART Tour: May 20, 2026
- Memorial Day: May 25, 2026 - EBID Office Closed
- Depletion Reduction Purchase Program Public Meetings:
May 26, 2026, 4:00-6:00 PM, at DACC Gadsen Center Room 140, 1700 O'Hara Rd, Anthony NM
May 27, 2026, 4:00-6:00 PM, at Thomas Branigan Memorial Library, 200 E Picacho Ave, Las Cruces, NM
May 28, 2026, 4:00-6:00 PM, at Hatch Valley High School, 170 Herrera Rd, Hatch, NM
- Irrigation Begins: June 01, 2026
- Depletion Reduction Purchase Program VIRTUAL Public Meeting: June 3, 2026, 4:00-5:00 PM, via Zoom
- Next Board Meeting: June 10, 2026
- NM WRRRI Agricultural Water Resilience Program (AgWRP) Applications DUE: June 29, 2026 by 5:00 PM

13. HR/Safety Update

D. Maciel / J. Smith

14. Engineering/Maintenance

A. Rubio / L. Barrett

a. Maintenance/Projects Update

CONSENT AGENDA

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

10:40 - 10:50 AM

15. Approval of Consent Agenda

S. Gamboa

S. Gamboa - There are 20 April/May ROU licenses with exhibits for your review. EBID Engineering recommends approval of all.

- Gene & Cheri Love - 2nd review, updated Encroachment Agreement, Encroachment (80') on right bank of College Lateral
- Innercity Fiber dba Gigabit Fiber - 3 new buried fiber optic lines crossing the Crawford Lateral, West Drain and Zach Lateral
- Anthony Pecan Farms / Victor Diaz / Frank Rubio - 4 existing harvest gates on Three Saints East Lateral, Anthony Drain, Nemexas Drain (requesting ROU land fees to be waived due to agriculture use)
- Anthony Pecan Farms / Victor Diaz / Frank Rubio - 1 existing culvert crossing the Anthony Drain (requesting ROU land fee to be waived due to agriculture use)
- SWC Telesolutions dba Ethos Broadband - 10 new buried fiber optic lines crossing the Hatch Main Canal, Colorado Spur Drain and Rodey Lateral
- El Paso Electric Co. - 1 reconstructed aerial electrical line crossing the Armijo Lateral

OPEN SESSION SUSPENSION AND TRANSFER HEARING

10:50 - 11:00 AM

16. Voluntary/Involuntarily Suspension and Transfer

A. Carlson

Approval of Resolution 2026-S&T-005 / Total 10.81 Acres

(2026-WT-004: Move 10.81 Acres from J F Apodaca Farms Co to J F Apodaca Farms Co)

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 05/08/2026 at 8:20 AM

ELEPHANT BUTTE IRRIGATION DISTRICT
BOARD OF DIRECTORS' MEETING
April 8, 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, April 8, 2026. The meeting was called to order by Board President Rafael Rovirosa. Board members present were Randy Garay, Casey Crist, Preston Tharp, Greg Daviet, James Sloan, Rafael Rovirosa, John Clayshulte Jr., Prescott Colquitt III (in-person and virtual), and Henry Ludwig.

The Invocation was given by Secretary Garay, followed by the Pledge of Allegiance led by Josh Smith.

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; James Narvaez, Director of Irrigation Systems (virtual); Delyce Maciel, Director of HR and Safety (virtual); Scott Gamboa, Land and Licensing Technician, (in-person and virtual); Alex Rubio, Senior Engineering Manager; AJ Carlson, Land Records Admin (in-person and virtual); DL Sanders, Legal Counsel (virtual); Skye Devore, Lobbyist (virtual); and Dr. Phil King (virtual).

EBID guests present were: Jerry Schickedanz, flat-rate constituent; Ryan Serrano, NMISC; Michael Riley, OSE. Virtual attendees: Caitlyn Owens, NMOSE; Christina Hernandez; Juan Fernandez; Sherryl Smith, OSE; and Yesenia Castro, USIBWC.

Approval of Agenda
The agenda was approved as presented.

Approval of Minutes
Secretary Garay moved, and the motion was seconded by Director Crist, to approve the March 11, 2026 Board Meeting minutes. Directors Garay, Crist, Tharp, Daviet, Sloan, Clayshulte Jr., Colquitt III, and Ludwig voted in favor. The motion passed unanimously.

Committee Reports
Land Use Committee - David Lutz reported that the committee met virtually with representatives from Zia Natural Gas for an introductory discussion focused primarily on the status of prior negotiations. Zia Gas confirmed its interest in entering into a blanket agreement, and staff reported they are coordinating among stakeholders to develop a proposal, with further follow-up anticipated after Zia Gas completes other projects around May. Discussion addressed potential compensation methods, with the current proposal to continue basing fees on gas volume (per dekatherm) due to incomplete crossing data; staff outlined a “with-and-without” valuation approach to determine fair compensation. Vice President Daviet noted for the record a concern regarding risks to District due to the lack of accurate natural gas line location information.

Water Resources Update
Dr. King provided a water resources update. As of April 6, 2026, total project storage stands at 266,333 acre-feet (AF), with 250,493 AF in Elephant Butte and 15,840 AF in Caballo. Usable project storage was 252,431 AF; 18,089 AF was not releasable. Rio Grande Compact credit was 10,000 AF, and San Juan-Chama was 3,902 AF. Zero AF have been released from Caballo in 2026. Total seasonal supply was at 234,333 AF. Net inflow into Elephant Butte was at approximately 25 AF per day.

Dr. King reviewed NRCS data for the Rio Grande Basin as of April 6, 2026: the Rio Grande Headwaters was at 79% of average precipitation, the Upper Rio Grande at 64%, Rio Grande–Elephant Butte at 66%, and Rio Grande–Caballo at 73%.

The NOAA Climate Prediction Center projects below-average precipitation and above-average temperatures from April through March 2026 across the Rio Grande watershed. According to the U.S. Drought Monitor, the region remains in conditions ranging from drought persists to drought development likely. On a positive note, forecasts indicate above-average precipitation during the primary monsoon period.

James Narvaez recommended that the **flat-rate weekend be scheduled for June 13-14, 2026**, noting that the proposed dates would allow the District to meet early irrigation demand and ensure the system is adequately prepared prior to the flat-rate period. An email announcement was presented for Board review that includes details on upcoming growers’ meetings and irrigation season updates, with staff planning to distribute the email following the meeting. It was further noted that the growers’ meetings for the Hatch and Central Area will be combined and held in Las Cruces this year, with a virtual participation option available. Staff explained that a meeting in Hatch will not be held due to the unavailability of suitable meeting facilities.

Potential Approval of Amendment 1 to MOU with Caballo Soil and Water Conservation District
Josh Smith presented the revised Memorandum of Understanding (MOU) with Caballo Soil and Water Conservation District (CSAWCD). Although the MOU was approved at the February board meeting, CSAWCD consulted its insurer, which provided specific language requested for incorporation under Section 2 of the MOU. **Director Clayshulte Jr. moved, and the motion was seconded by Director Colquitt III, to approve the amended MOU with CSAWCD. Directors Garay, Crist, Tharp, Daviet, Sloan, Clayshulte Jr., Colquitt III, and Ludwig voted in favor. The motion passed unanimously.**

Financial Report
Joah Franzoy presented the financial report, noting a total of \$11,666,921 held across investments and cash in the bank as of March 31, 2026. Uncommon large payments included \$473,039 for WRII grant reimbursement, and \$663,489 for ISC equipment purchases. The interest rate for March was 3.66%. To date, 91% of assessments have been collected.

External Funding Update
Joah Franzoy provided an update on funding and project progress in the District.

- Interstate Stream Commission (ISC) Funding**
- Of the \$8.7 million awarded for capital appropriations, approximately \$5.4 million has been expended to date; remaining funds are committed to equipment currently on order.
 - Special appropriations funded by ISC were reviewed, including salaries and wages for dedicated dam and drain crews and non-capital equipment, with expenditures planned over multiple years.

- Dam and Drain Improvements**
- At Lucero Dam, approximately 130,000 cubic yards of sediment have been removed as part of Category A dam improvements.
 - These efforts support a broader initiative to address sediment removal and minor improvements at up to 27 flood control dams.
 - Dedicated drain crews have begun priority drain cleaning in the north, central, and south areas. Projects are intended to restore drains to normal operating conditions, improve stormwater drainage, support flood

Introduction
Guests

Agenda
Approval

Minutes
Approval

Land Use
Committee

Water
Resources
Update

Approval
of
Amended
CSAWCD
MOU

Financial
Report

External
Funding
Update

- control, and create future opportunities for aquifer recharge.
- Drain Cleaning Progress, cleaning completed to date includes:
 - 25,000 feet on the Rincon Drain / 7,500 feet on the Park Drain / 11,500 feet on the West Drain
- Staff are utilizing GIS mapping, drone imagery, and a field reporting application to track progress and document before and after conditions.

Anticipated and Ongoing Grant Funding

- An anticipated \$11.5 million in IRA funding, administered through ISC, is proposed for lateral piping and automation projects.
- WRRRI AgWRP grants have provided approximately \$550,000 toward partner projects totaling \$800,000, covering roughly 70% of on farm irrigation improvement costs. The program is expected to reopen, and staff highlighted the District’s role in application preparation and reporting.
- NRCS-EQIP funding totaling approximately \$1.5 million has been awarded for Rincon Lateral Piping Project Phases 2 and 3, with staff actively seeking matching funds.
- Approximately \$900,000 has been awarded for Phase 1 of the Rincon Lateral project and is in SHPO compliance.
- \$580,000 in ICIP funding has been awarded for improvements to the Robledo repeater tower and signage.
- A proposed Rincon Arroyo project, submitted for federal DRE/IRA funding, would address flood control, sediment management, aquifer recharge, and habitat enhancement.
- Proposed automation projects include installation of Rubicon (tipping) gates, telemetry, and remote terminal units (RTUs) to improve flow control, sediment passage, and operational efficiency.
- Automation would reduce flow measurement error from greater than 15% to approximately 2.5%.
- These upgrades are expected to improve water management efficiency, with projected savings of 10,000–20,000 acre feet annually under normal operating conditions.

Manager’s Update

Josh Smith reported that over the past month focus has been on the implementation of the Texas v. New Mexico settlement and the submission of multiple funding applications. He reported that anticipated funding of approximately \$30 million from the FSA through the Commodity Credit Corporation is no longer expected, and alternative funding opportunities are being explored. He also reported productive meetings with the EPA, during which it was confirmed that the State Revolving Loan Fund may be used to finance agricultural best management practices, presenting a potential opportunity for local producers. He noted that the \$580,000 in capital outlay funding received this year, contains overlapping funding that may be reallocated with legislative support.

Manger’s
Update

Skye Devore provided an update on the Government Affairs Committee. She noted the ongoing efforts to refine interim policy priorities and highlighted a time-sensitive issue related to Water Quality Control Commission rulemaking implementing Senate Bill 21, which grants the Environment Department primacy over surface-water regulation. Although agricultural uses were exempted in the bill, the Water Quality Control Board is considering inclusion of agricultural uses through rulemaking. Ms. Devore distributed briefing materials to the Government Affairs Committee, which recommended referral to the Legal Review Committee. She advised that the deadline to file a Notice of Intent to submit direct technical testimony is April 15, 2026, at 5:00 pm, with the option to submit a public comment letter if additional preparation time is needed and requested Board guidance on whether to proceed with filing the notice of intent.

Calendar of Events

Josh Smith presented the calendar of events:

- 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
- 2026 Water Leaders Workshop: April 20-22, 2026, Ruidoso, NM
- NWRA Federal Water Issues Conference: April 27-29, 2026, Washington, DC
- Growers Meetings:
 - May 1, 2026 - EBID LC Office (Hatch and Central Area) 8:00 - 10:00 AM
 - May 1, 2026 - Anthony Country Club, 2100 W. Ohara Rd. Anthony, NM 88021 (South Area) 1:00 - 3:00 PM
- 2026 NMWDOC Spring Conference: May 6-8, 2026 in Albuquerque, NM
- Next Board Meeting: May 13, 2026
- Release Date: May 29, 2026

Calendar
of
Events

HR/Safety Update

Josh Smith provided an HR and Safety update and reported a current employee count of 84, noting that a recent resignation of a South Area ditch rider will reduce the count to 83. He reported that Marty Lucero, Finance and Tax Department, will retire effective July 3, 2026. Staff will begin recruitment for that position soon and are currently in the process of hiring a Finance Specialist to assist with payroll and purchasing functions.

HR/Safety
Update

Maintenance/Project Update

Alex Rubio provided an Engineering and Maintenance update and reported completion of defensive driving training for employees. He also noted participation in additional professional development, including a Water Irrigation Master’s training at NMSU and pump systems training. He highlighted ongoing coordination with dam and drain crews, including completion of LiDAR flights, GIS mapping, and drone imagery. Staff conducted field surveys with Rubicon to assess existing system structures, identifying those requiring refurbishment or full replacement as part of planned automation projects, and assisted in developing cost estimates.

Maint/Proj
Update

Approval of the Consent Agenda

- 8 March/April ROU licenses with exhibits for review.
 - Vexus Fiber - 2 new aerial fiber optic lines crossing the Porter Lateral and Armijo Lateral
 - Vexus Fiber - 1 new buried fiber optic line crossing the Armijo Lateral
 - Comcast NM - 3 new aerial fiber optic lines crossing the Lower Chamberino Lateral
 - Barry Bernard - 1 existing harvest gate on left bank of the West Drain (requesting ROU land fee to be waived due to agriculture use)
 - Triple A Farms/Buddy Achen - 1 new 2" buried waterline crossing the Rodriguez Lateral (requesting ROU land fee to be waived due to agriculture use)
- Approval of travel to NM Watershed and Dam Owners Coalition Conference: May 6-8, 2026, Albuquerque, NM for four (4) Staff to include all actual expenses.

Approval
of Consent
Agenda

Vice President Daviet requested that permit 2026-L-041 Triple A Farms/Buddy Achen be pulled from the Consent Agenda to be acted on separately. **Director Sloan moved, and the motion was seconded by Secretary Garay to approve the Consent Agenda. Directors Garay, Crist, Tharp, Sloan, Daviet, Clayshulte Jr., Colquitt III, and Ludwig voted in favor. The motion passed unanimously.**

Permit 2026-L-041 Triple A Farms/Buddy Achen
Scott Gamboa presented the 2026-L-041 Triple A Farms/Buddy Achen application. License 2026-L-041 is to construct, operate, and maintain a buried 2" water line crossing the Rodriguez Lateral to a barn. **Vice President Daviet moved, and the motion was seconded by Director Colquitt III to approve permit 2026-L-041. Directors Garay, Crist, Tharp, Sloan, Daviet, Clayshulte Jr., Colquitt III, and Ludwig voted in favor. The motion passed unanimously.**

	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 - APRIL 8th, 2026 BOARD MEETING						
1	2026-040	N	2026-L-032 VEXUS FIBER, LLC TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE PORTER LATERAL AT APPROXIMATE STATION 6+90	\$3,420.00	N	Y
2	2026-041	N	2026-L-033 VEXUS FIBER, LLC TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING THE ARMIJO LATERAL AT APPROXIMATE STATION 69+78	\$3,800.00	N	Y
3	2026-042	N	2026-L-034 VEXUS FIBER, LLC TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE ARMIJO LATERAL AT APPROXIMATE STATION 76+32	\$3,800.00	N	Y
4	2026-048	N	2026-L-036 COMCAST TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE LOWER CHAMBERINO LATERAL AT APPROXIMATE STATION 164+00	\$3,420.00	N	Y
5	2026-049	N	2026-L-037 BARRY BERNARD TO OPERATE AND MAINTAIN AN EXISTING HARVEST GATE ON THE WEST DRAIN AT APPROXIMATE STATION 1111+90	\$4,180.00	Y	Y
6	2026-050	N	2026-L-038 COMCAST TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE LOWER CHAMBERINO LATERAL AT APPROXIMATE STATION 216+00	\$3,420.00	N	Y
7	2026-051	N	2026-L-039 COMCAST TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE LOWER CHAMBERINO LATERAL AT APPROXIMATE STATION 216+67	\$3,420.00	N	Y
8	2026-054	N	2026-L-041 TRIPLE A FARMS / BUDDY ACHEN TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED 2" WATER LINE CROSSING THE RODRIGUEZ LATERAL AT APPROXIMATE STATION 31+95	\$3,420.00	Y	Y
			TOTAL CHARGED \$ (NO LAND FEE WAIVER)	\$21,280.00	N	Y
			TOTAL WAIVED \$ (REQUESTING LAND FEE WAIVER)	\$7,600.00	Y	Y
			TOTAL \$	\$28,880.00	N	Y

Water Transfer Hearing

President Rafael Rovirosa called to order the Suspension/Transfer Hearing. AJ Carlson presented a total of one acre for suspension and transfer. Duane A and Nancy Perrault to Salopek 6U Farms Inc. **Director Colquitt III moved, and the motion was seconded by Director Crist to approve transfer 2026-WT-003 / Resolution 2026-S&T-004. Directors Garay, Crist, Tharp, Sloan, Daviet, Clayshulte Jr., Colquitt III, and Ludwig voted in favor. The motion passed unanimously.** President Rovirosa asked the Resolution be formalized as called for by Section 73-13-5 of the New Mexico Statutes, and that the Secretary of the Board immediately certify and file with the State Engineer a true copy of the Resolution and action of the Board. President Rovirosa also announced that if there are any Protestants who disagree with the action of the Board, he/she may appeal this decision directly to the District Court as provided under Section 73-13-4 of the New Mexico Statutes. **Motion to adjourn the Board sitting for water transfer hearing by Director Colquitt III, seconded by Director Garay. Directors Garay, Crist, Tharp, Sloan, Daviet, Clayshulte Jr., Colquitt III, and Ludwig voted in favor. The motion passed unanimously.**

WATER RIGHT "SUSPENSION FROM /TRANSFER TO PARCEL TRANSFER ON BOARD AGENDA: April 8, 2026							
MOVE FROM:				MOVE TO:			
TRANSFER#	NAME	MAP-SERIAL	PARCEL	ACRES	NAME	MAP-SERIAL	PARCEL
2026-WT-003	Duane A & Nancy Perrault	13-18A15A1 TR A	1508700P	1.00	Salopek 6U Farms Inc	13-32A, 33B, 40A pt	884920 P

Closed Session

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

Director Colquitt III moved, and the motion was seconded by Director Ludwig 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 Colquitt III moved, and the motion was seconded by Director Garay to adjourn the meeting. Directors Garay, Crist, Tharp, Daviet, Sloan, Clayshulte Jr., Colquitt III, and Ludwig voted in favor. The motion passed unanimously.** The meeting was adjourned at 12:45 PM.

Water
Transfer
Hearing

Closed
Session

Open
Session

Adjourn

April 8, 2026

The next meeting of the Board of Directors will be held on May 13, 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

Report on the

Water Resources Committee Meeting

April 14, 2026

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

Convened: 1:00 PM MDT

Discussion:

Storm water capture – With another year of poor allocation, EBID is turning its attention to storm water capture in 2026. The short release season will provide opportunities for diverting storm water surges from the river, both during the release and after Caballo shuts down. This is likely the last year when we won't have to consider the effect of storm water capture on El Paso Index deliveries. The growing discussion of a "Jurassic El Niño" with the potential for a productive monsoon season suggests that there may be more opportunities than what we have seen in recent years.

The objectives in storm water capture are:

- Capture excess flow and ensure that it is delivered to EBID farmers, infiltrated to recharge local groundwater, or delayed and returned to the river;
- Ensure that storm flows are captured and used or infiltrated in EBID, charged to EP1's or Mexico's allocation;
- Reduce peak flows to improve downstream usability and reduce flood risks;
- In future years, it will be important to keep peak flows at the El Paso gauge below 1,000 cfs plus Mexico's order to ensure counting toward the Index delivery.

Narvaez related his experience capturing storm water:

During EBID's surface water season, delivery operations constrain our ability to divert storm water:

- If we reduce diversions in anticipation of a storm event, the storm event may not materialize, and in critically short allocation years such as this, we don't have the luxury to slow down.
- Debris and sediment that come with the storm water are also problematic.
- EBID generally shuts down its allocation diversions before EP1 does, and this year, EP1 will probably be running two to four weeks after EBID shuts down. Mexico may

also be taking water after EBID. In such cases, we need to divert the storm surge but leave downstream orders in the river.

When Caballo is closed for the year, we can divert what is in the river, but that too is complicated:

- No farmer orders will be in place because the allotment season is over, so EBID staff must find a home for diverted storm water on the fly;
- Several drains cross the canal system, so storm water can be dropped from the canals into the drains to facilitate infiltration and groundwater recharge;
- After EBID has ceased ordering water from Caballo, farmers rely on groundwater, and install debancos in EBID's canals to facilitate moving groundwater from the pump to other fields. If the debancos are not coordinated with EBID staff, we run the risk of dumping storm water into a canal with a debanco downstream, presenting the risk of overtopping the canal.

Productively capturing storm water requires 24 hour staffing during the monsoon season, even if EBID isn't ordering water. Storm can hit any time, but seem to favor late nights and early mornings. A storm water team of EBID staff members will need to monitor incoming storms and coordinate responses to capture storm water and communicate with other local agencies to help provide advance warning of potentially damaging storm events.

Follow-up: Direction from the Board on storm water capture would be prudent in a short supply year with a "Jurassic El Niño" monsoon season in the forecast.

Adjourned: 2:05 PM MDT

Elephant Butte Irrigation District

Cash Report as of April 30, 2026

	Balance 4/30/2026	Balance 4/30/2025	Balance 4/30/2024
Cash - Bank	\$ 1,683,341	\$ 1,045,851	\$ 1,054,530
Investments - NM State Treasurer	\$ 9,425,843	\$ 9,338,300	\$ 8,470,640
Cash balance bank	\$ 11,109,184	\$ 10,384,151	\$ 9,525,170

	Balance 4/30/2026	Balance 4/30/2025	Balance 4/30/2024
Cash - Book			
Cash	\$ 318,180	\$ 919,824	\$ 988,031
Invest	\$ 9,425,843	\$ 9,338,300	\$ 8,470,640
Cash balance book	\$ 9,744,023	\$ 10,258,124	\$ 9,458,671

	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	\$ 134,772	\$ 138,627	\$ 145,012
Plus: Transfers In	\$ 6,500,000	\$ 5,500,000	\$ 6,350,000
Less: Transfers Out	\$ (3,500,000)	\$ (1,750,000)	\$ (1,100,000)
	\$ 9,425,843	\$ 9,338,300	\$ 8,470,640

Difference in 2026-2025	Difference in 2025-2024
\$ (514,100)	\$ 799,453

Interest rate on investments for March 2026: 3.66%

Percent of 2026 Assessment received to date: ~ 93%

Uncommon cash transactions in April to date: \$ -

Uncommon large payments:

WRRl grant payments-awaiting reimbursement \$ 473,039

ISC equipment purchases-awaiting reimbursement \$ 1,301,064

Uncommon large receipts:

Auction proceeds received in March \$ -

Income from outside job \$ -

ISC grant proceeds \$ 19,010

WRRl grant proceeds \$ -

Elephant Butte Irrigation District

Construction Aggregate Materials (ITB 2026-02)

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 Exhibit A, to be invoiced after the performance of the services.

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. 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 effective TBD and shall expire on TBD. This Contract may be mutually renewed on an annual basis for a one (1) year terms unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In no event shall this agreement remain in effect beyond four years.

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

To the Contractor:

[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: _____
Contractor
Printed Name:

Date: _____

By: _____
District President
Printed Name: Greg Daviet

Date: _____

By: _____
District Secretary
Printed Name: Randy Garay

Date: _____

Exhibit A

COST RESPONSE FORM

Item #	Item	Unit Price	Total
	Warranty as specified		
	Delivery FOB EBID		
	Total		

Signature of Bidder _____

Printed Name _____

Title _____

Attachment 1

SPECIFICATIONS FOR GOODS

All aggregate materials furnished under this Invitation to Bid (ITB) shall be commercially available construction-grade materials suitable for roadway, drainage, embankment, canal, wasteway, dam, and general civil construction applications. Materials may include, but are not limited to, crushed rock, processed aggregate, recycled concrete, screenings, riprap, and base course materials in various sizes and gradations.

Bidders shall provide pricing on a per cubic yard basis for all available material sizes and types, including but not limited to:

- 3/4" Base Course
- 1 1/2" Base Course
- Screenings/Fines
- Riprap (all available sizes)
- Crushed Rock
- Processed Aggregate
- Recycled Concrete Aggregate
- Other commercially available aggregate materials

All materials shall conform to applicable industry standards and be free of excessive debris, organic matter, and unsuitable materials. The District reserves the right to request material specifications, gradation reports, or testing documentation for any material supplied under this contract.

Bidders shall indicate:

- Material description and size/gradation
- Unit cost per cubic yard
- Availability and estimated lead times
- Pickup location(s)
- Delivery availability and associated delivery charges, if applicable

Materials shall be available for pickup and/or delivery on an as-needed basis in coordination with the District throughout the duration of the contract term.

ELEPHANT BUTTE IRRIGATION DISTRICT
Reassignment of Accounts Payable Signature Authority
RESOLUTION 2026-04

WHEREAS, the governing body of Elephant Butte Irrigation District (hereinafter referred to as "District") is responsible for establishing financial controls, policies, and authorization levels for the disbursement of organizational funds; and

WHEREAS, the governing body has previously assigned signature authority for accounts payable transactions to the board president and board secretary; and

WHEREAS, the Board desires to improve operational efficiency, strengthen internal controls, and align financial practices with day-to-day management responsibilities by reassigning accounts payable signature authority to designated financial officers; and

WHEREAS, the Board has determined that it is in the best interest of the District to delegate such authority to the Manager/Treasurer, the Chief Financial Officer and the Finance Director, as applicable, subject to established policies and internal controls; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Elephant Butte Irrigation District as follows:

1. Reassignment of Authority; effective May 13th, 2026, signature authority for issuing, approving and authorizing accounts payable disbursements on behalf of the District is hereby assigned to the following positions:
 - Manager/Treasurer
 - Chief Financial Officer (CFO)
 - Finance Director
2. Scope of Authority; the authorized officers may approve and execute checks, electronic payments (ACH, wires), and other accounts payable disbursements in accordance with the District's adopted budget, Board-approved financial policies and procedures, applicable laws, regulations, and internal control requirements.
3. Revocation of Prior Authorizations; any prior resolutions, motions, or policies inconsistent with this resolution related to accounts payable signature authority are hereby repealed or superseded.
4. Bank and Vendor Notification; the named positions are authorized to execute all documents required by financial institutions, vendors, and payment platforms to implement this resolution.
5. Board Oversight; this delegation of authority does not relieve the Board of its fiduciary oversight responsibilities, including review of financial statements, and audits.

PASSED BY THE BOARD this 13th day of May 2026.

Rafael Roviroso, President

Randy Garay, Secretary

Marilyn Crawford, Notary Public



HUMAN RESOURCES & SAFETY DEPARTMENT

STAFF REPORT

FOR THE MAY BOARD MEETING

HUMAN RESOURCES

EMPLOYEES

- ⇒ **Current Total Employee Count = 82**
- ⇒ **Current/Upcoming Job Openings**
 - Ditchrider—South (1)
 - Equipment Operator—Basic South (2)
 - Finance—Tax (1) & Accounting (1)
- ⇒ **Pending Job Openings**
 - Ditchrider—South (3)
 - Equipment Operator—Basic Central (2)
 - Equipment Operator—Basic North (1)
- ⇒ **Hired—Job Offers**
 - None
- ⇒ **Testing/Interviewing**
 - Accounting/Equipment Operators/Ditchrider

EMPLOYMENT INFORMATION

- ⇒ **YEARS OF SERVICE**

> 30 YEARS	6 Employees
21 – 30 YEARS	12 Employees
10 – 20 YEARS	11 Employees
< 10 YEARS	53 Employees

Board Recognition for Employees – MAY

- None

Years of Service Recognition – MAY

Irrigation Systems

M. James Narvaez (Central)	34 years 05/27
Austin Alvarado (Central)	4 years 05/23
Ernesto Garcia (North)	2 years 05/20

Maintenance

Jesus Ortiz (Central)	3 years 05/01
Sal Ortiz-Rios (South)	3 years 05/01

Finance

Frank Gonzales (Warehouse)	2 years 05/13
----------------------------	---------------

Executive

Marilyn Crawford	1 year 05/12
------------------	--------------

SAFETY

UPCOMING TRAINING

- ⇒ Weekly tailgate safety trainings with employees
- ⇒ Defensive Driving Training for Employees
 - May 12, 2026—1 employees attending
- ⇒ Joah is finalizing security equipment for Las Cruces, Hatch and Chamberino yards with ISC Grant

OTHER

⇒ FMLA/Disability/Leave of Absence

- 4 Employees – FMLA Intermittent
- 1 Employees—Family FMLA
- 2 Employees—FMLA

⇒ Upcoming FMLA

- 3 Employees (May)

⇒ Worker's Compensation

- 1 Employee—Light Duty

⇒ Upcoming Events

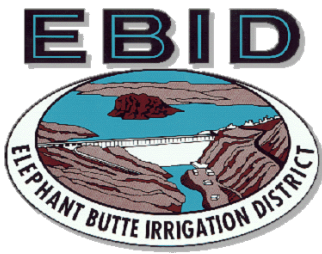
StarWar's Day—May the 4th be with you!	05/04
Cinco de Mayo	05/05
Mother's Day	05/10
Memorial Day (Office Closed)	05/25



MAY THE 4TH
[BE WITH YOU]



	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 - MAY 13th, 2026 BOARD MEETING						
1	2026-007	N	2026-L-002 GENE & CHERI LOVE (2ND REVIEW / UPDATED ENCROACHMENT AGREEMENT) ENROACHMENT (ROCK WALL) ON SOUTH PORTION OF THE COLLEGE LATERAL RIGHT BANK 80'x8' FROM APPROX. STA 24+50 -23+70	\$1,028.52	N	Y
2	2026-060	N	2026-L-042 INNERCITY FIBER dba GIGABIT FIBER TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING THE CRAWFORD LATERAL AT APPROXIMATE STATION 25+14	\$3,420.00	N	Y
3	2026-061	N	2026-L-043 INNERCITY FIBER dba GIGABIT FIBER TO CONSTRUCT OPERATE AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING THE WEST DRAIN AT APPROXIMATE STATION 145+50	\$4,180.00	N	Y
4	2026-063	N	2026-L-044 INNERCITY FIBER dba GIGABIT FIBER TO CONSTRUCT OPERATE AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING THE ZACH LATERAL AT APPROXIMATE STATION 10+28	\$3,420.00	N	Y
5	2026-064	N	2026-L-045 ANTHONY PECAN FARMS / VICTOR DIAZ / FRANK RUBIO TO OPERATE AND MAINTAIN AN EXISTING HARVEST GATE ON THE RIGHT BANK OF THE THREE SAINTS EAST LATERAL AT APPROXIMATE STATION 238+00	\$3,800.00	Y	Y
6	2026-065	Y 2016-005 2016-L-004	2026-L-046 ANTHONY PECAN FARMS / VICTOR DIAZ / FRANK RUBIO TO OPERATE AND MAINTAIN EXISTING HARVEST GATES ON THE RIGHT AND LEFT BANKS OF THE ANTHONY DRAIN AT APPROXIMATE STATION 89+00	\$3,800.00	Y	Y
7	2026-066	Y 2022-173 1998-T-017	2026-L-047 ANTHONY PECAN FARMS / VICTOR DIAZ / FRANK RUBIO TO OPERATE AND MAINTAIN AN EXISTING HARVEST GATE ON THE RIGHT BANK OF THE NEMEXAS DRAIN AT APPROXIMATE STATION 694+92	\$4,180.00	Y	Y
8	2026-067	Y 2016-005 2016-L-004	2026-L-048 ANTHONY PECAN FARMS / VICTOR DIAZ / FRANK RUBIO TO OPERATE AND MAINTAIN AN EXISTING HARVEST GATE ON THE LEFT BANK OF THE ANTHONY DRAIN AT APPROXIMATE STATION 75+00	\$3,800.00	Y	Y
9	2026-070	Y 2016-004 2016-L-003	2026-L-050 ANTHONY PECAN FARMS / VICTOR DIAZ / FRANK RUBIO TO OPERATE AND MAINTAN AN EXISTING CULVERT CROSSING THE ANTHONY DRAIN AT APPROXIMATE STATION 79+60	\$3,800.00	Y	Y
10	2026-072	N	2026-L-051 SWC TELESOLUTIONS dba ETHOS BROADBAND SOW TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING THE HATCH MAIN CANAL AT APPROXIMATE STATION 1183+18	\$4,180.00	N	Y
11	2026-073	N	2026-L-052 SWC TELESOLUTIONS dba ETHOS BROADBAND SOW TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING THE HATCH MAIN CANAL AT APPROXIMATE STATION 1174+97	\$4,180.00	N	Y
12	2026-074	N	2026-L-053 SWC TELESOLUTIONS dba ETHOS BROADBAND SOW TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING THE HATCH MAIN CANAL AT APPROXIMATE STATION 1154+40	\$4,180.00	N	Y
13	2026-075	N	2026-L-054 SWC TELESOLUTIONS dba ETHOS BROADBAND SOW TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING THE HATCH MAIN CANAL AT APPROXIMATE STATION 1141+84	\$4,180.00	N	Y
14	2026-076	N	2026-L-055 SWC TELESOLUTIONS dba ETHOS BROADBAND SOW TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING THE HATCH MAIN CANAL AT APPROXIMATE STATION 1085+00	\$4,180.00	N	Y
15	2026-077	N	2026-L-056 SWC TELESOLUTIONS dba ETHOS BROADBAND SOW TO CONSTRUCT OPERATE AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING THE HATCH MAIN CANAL AT APPROXIMATE STATION 1027+40	\$4,180.00	N	Y
16	2026-078	N	2026-L-057 SWC TELESOLUTIONS dba ETHOS BROADBAND SOW TO CONSTRUCT OPERATE AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING THE COLORADO SPUR DRAIN AT APPROXIMATE STATION 11+00	\$3,800.00	N	Y
17	2026-079	N	2026-L-058 SWC TELESOLUTIONS dba ETHOS BROADBAND SOW TO CONSTRUCT OPERATE AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING THE COLORADO SPUR DRAIN AT APPROXIMATE STATION 71+00	\$4,180.00	N	Y
18	2026-080	N	2026-L-059 SWC TELESOLUTIONS dba ETHOS BROADBAND SOW TO CONSTRUCT OPERATE AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING THE RODEY LATERAL AT APPROXIMATE STATION 135+59	\$3,420.00	N	Y
19	2026-081	N	2026-L-060 SWC TELESOLUTIONS dba ETHOS BROADBAND SOW TO CONSTRUCT OPERATE AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING THE RODEY LATERAL AT APPROXIMATE STATION 139+00	\$3,420.00	N	Y
20	2026-084	N	2026-L-063 EL PASO ELECTRIC TO RECONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL ELECTRICAL LINE CROSSING THE ARMIJO LATERAL AT APPROXIMATE STATION 97+50	\$3,800.00	N	Y
			TOTAL CHARGED \$ (NO LAND FEE WAIVER)	\$55,748.52	N	Y
			TOTAL WAIVED \$ (REQUESTING LAND FEE WAIVER)	\$19,380.00	Y	Y
			TOTAL \$	\$75,128.52	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: 2026-007
License Number: 2026-L-002
Exhibits Attached: "A", "B", "C"
(Place License Number on all exhibits)

Term:
From: MAY 13, 2026
To: MAY 13, 2036
Month Day Year

Licensee (Name and address)
GENE AND CHERI LOVE
419 BASON DRIVE
MESILLA, NM 88005

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

ENROACHMENT AGREEMENT TO OPERATE AND MAINTAIN A 164' (80'X8') SOUTH PORTION (RIGHT BANK) OF THE COLLEGE LATERAL AT APPROXIMATE STATIONS 23+70 – 24+50 AS SHOWN IN EXHIBITS "A", "B", AND "C" 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 SW $\frac{1}{4}$ 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.)

- SEE ATTACHED EXHIBIT "C" ENCROACHMENT AGREEMENT FOR COVENANTS, PREMISES AND CONSIDERATIONS
- NO CONSTRUCTION ALLOWED DURING IRRIGATION SEASON

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 _____

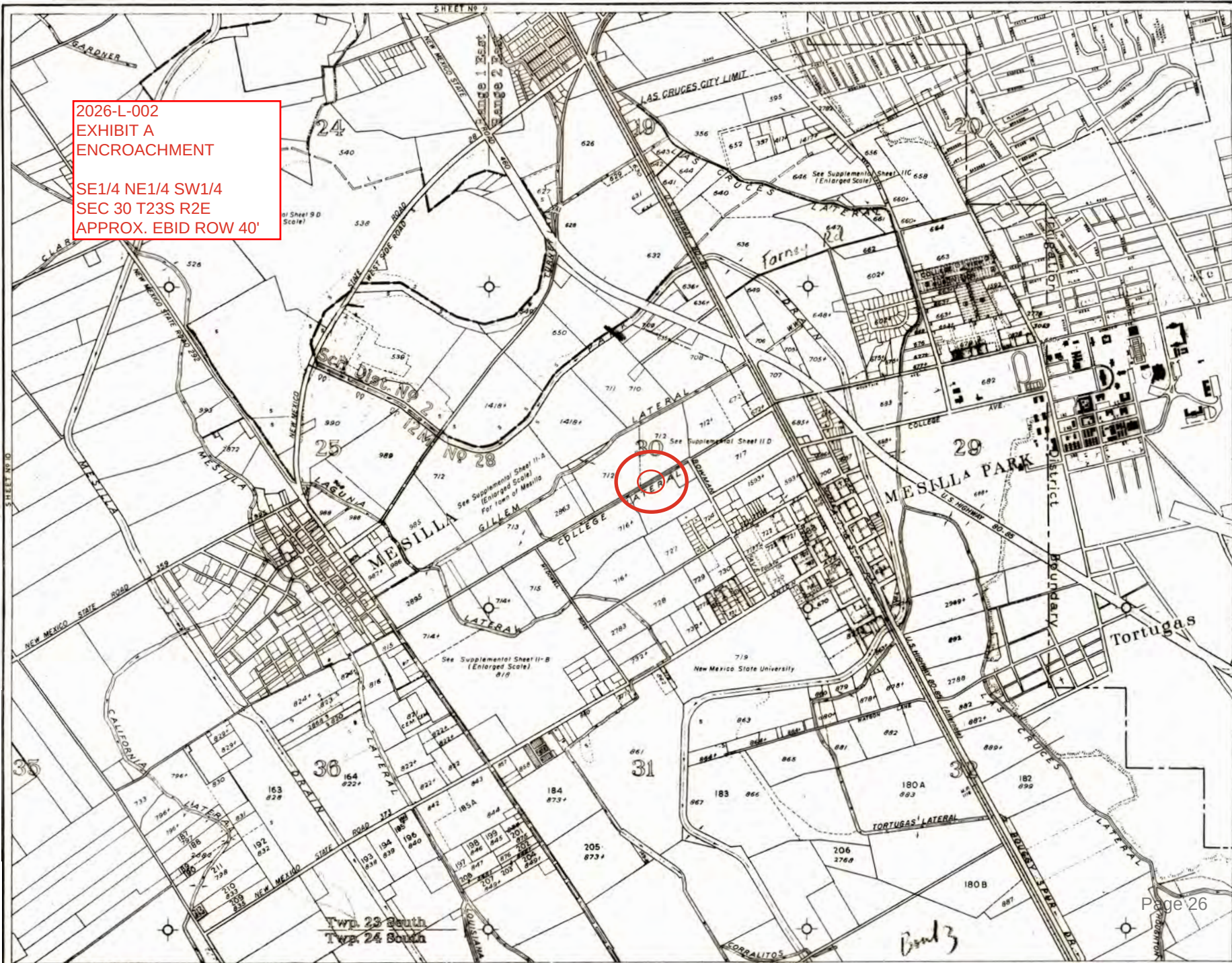
****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: MAY 13, 2026
Approved by EBID Board of Directors

SIGNATURE/DATE: _____
Approved by EBID Engineer

2026-L-002
EXHIBIT A
ENCROACHMENT

SE1/4 NE1/4 SW1/4
SEC 30 T23S R2E
APPROX. EBID ROW 40'



EXPLANATION		AUTHORITIES	SCALE	PROPERTY NUMBERS	BUREAU OF RECLAMATION RIO GRANDE PROJECT		MESILLA VALLEY
Canals	Drains	Committed from Topographic and Location Surveys by the Bureau of Reclamation. Property lines are from the best information available (hereinafter referred to as "the best information available") but with no assurance that they are otherwise accurate or valid.	0 100 200 300 400 500 600 700 800 900 1000	Project Symbols of a Property in the Sheet No. followed by the No. of the sheet, 11, 72, being the No. of this sheet, 72 being the No. of this sheet. Data and Cont. No. 712	IRRIGABLE AREA AND PROPERTY MAP		SHEET — 11
Suspended Areas	Levees		T. 23S. R. 10E.		ELEPHANT BUTTE IRRIGATION DISTRICT,		MESILLA PARK
Valley Land	High Land		DATE 1959 REVISED				
Valley Land	High Land						



2026-L-007
EXHIBIT B

ENROACHMENT (ROCK WALL) ON SOUTH PORTION OF THE COLLEGE LATERAL
RIGHT BANK FROM APPROX. STA 23+70 - 24+50 (80'x8'),
APPROX. EBID ROW 40' / 419 BASON DR, LC, NM 88005

0 25 50 100 150 US Feet



ENCROACHMENT AGREEMENT

EXHIBIT "C"

2026-007 / 2026-L-002

This encroachment agreement is entered into on this 6th day of May, 2026 between the Elephant Butte Irrigation District (District) and Mr. Gene and Mrs. Cheri Love, Trustees of the Love Family Trust, Property Owners (Owner).

WHEREAS, Owner(s) are the owners of certain real properties located in Dona Ana County, identified in the Dona Ana County Records as parcel R0400815 and furthermore described in Exhibit "A" which is 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.

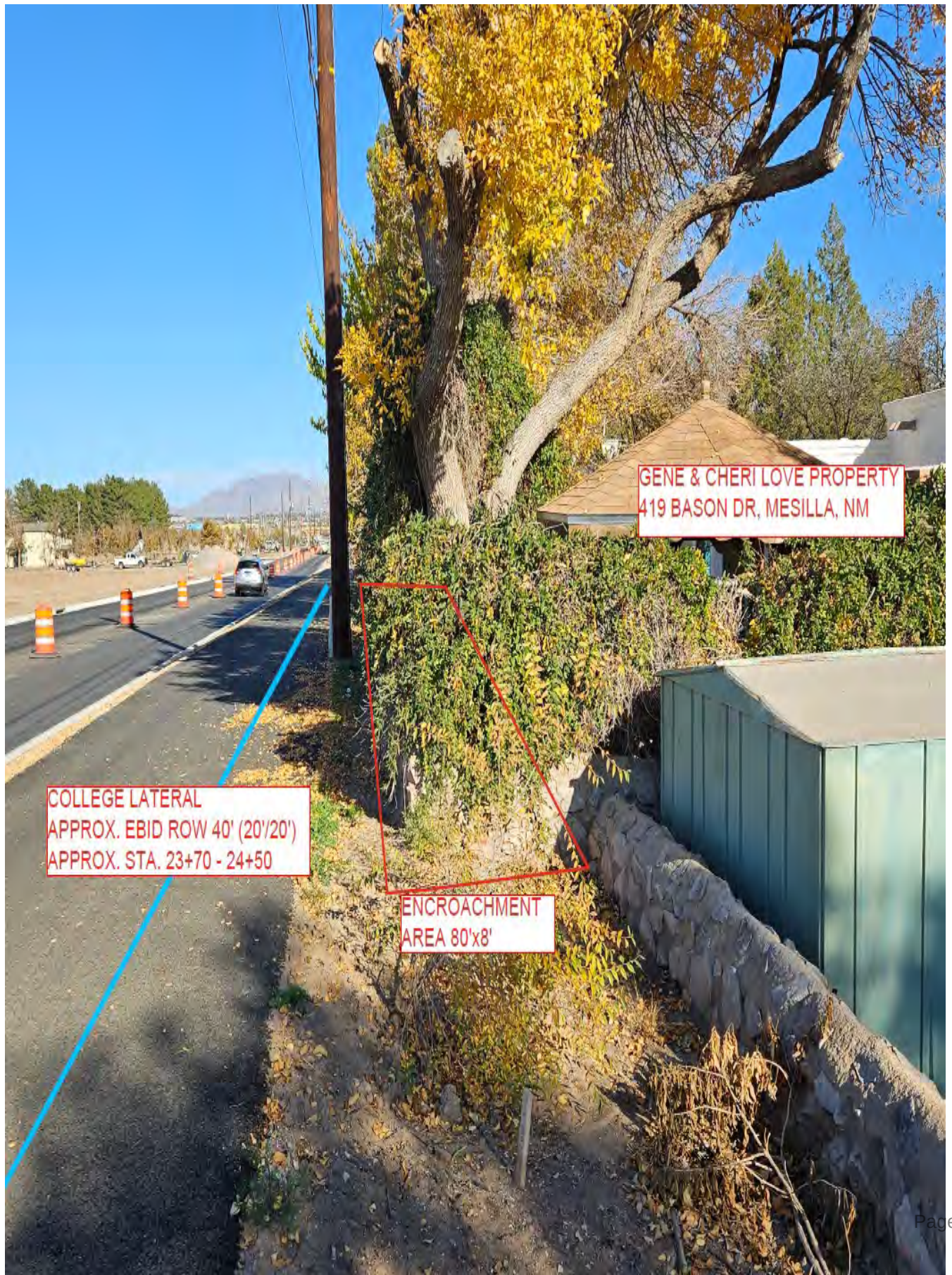
NOW, THEREFORE, in consideration of the following covenants, premises, and other considerations, the parties agree as follows:

1. The District agrees to permit the encroachment or trespass as described in Exhibit "C" 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.
2. 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.
4. 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.

5. 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.
7. 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.
8. 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.
9. 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 right-of-way.
10. Binding on Property Owner. The obligation of the Property Owner set forth herein shall be binding upon the Property Owner, 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.

11. 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.
12. Changes to Agreement. Changes to this Agreement are not binding unless made in writing and signed by both parties.
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 provide legal access or convey or imply an access easement across any property of the District.



GENE & CHERI LOVE PROPERTY
419 BASON DR, MESILLA, NM

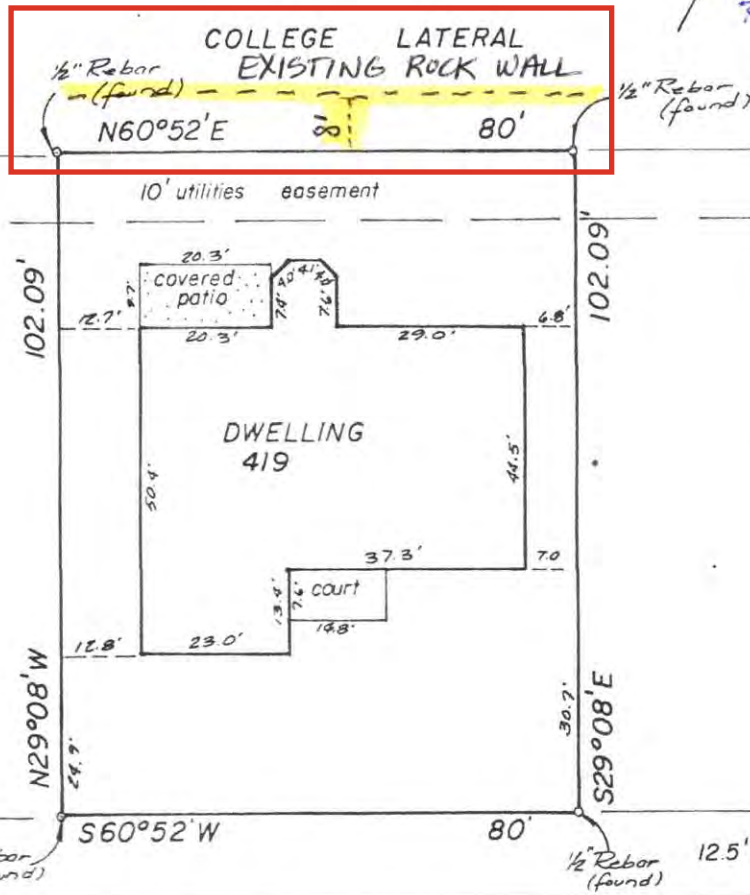
COLLEGE LATERAL
APPROX. EBID ROW 40' (20'/20')
APPROX. STA. 23+70 - 24+50

ENCROACHMENT
AREA 80'x8'



#575-496-5662

ENCROACHMENT AREA



EBID

2026-L-002
2026-007

Lot 22

Lot 24

BASON DRIVE

To: EBID

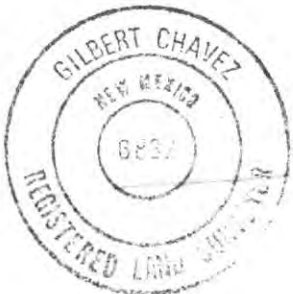
We would like to purchase the land that extends just beyond our property by approximately 8 ft by 80 ft.

Thank you for your consideration of this matter.

Gene Love

Cheri Love

11-4-2025



PLAT OF SURVEY SHOWING
LOCATION OF IMPROVEMENTS

419 Bason Drive
Lot 23

Bason Manor
Mesilla, Dona Ana County, New Mexico

FILED April 7, 1975 IN Plat Record 12
PAGES 11 of the records of Dona Ana County, New Mexico.

I hereby certify that I am a Registered Land Surveyor in the State of New Mexico and that this Plat was made by me or under my supervision from the notes of an actual field survey and that it is true and correct to the best of my knowledge and belief.



CHAVEZ SURVEYING COMPANY
PROFESSIONAL LAND SURVEYORS

315 N. ALAMEDA BOULEVARD
LAS CRUCES, NEW MEXICO 88005
505/524-2258

Work Order 1582-1828

Drawn by M.G. Scale 1"=30'

Check M.S. Date 12/15/02

Property Profile Doña Ana County

Account: R0400815 Tax Year: 2025 Account Type: P
Mill Levy: 22.711000 Area ID: ZDIN_R
Estimated Tax: \$1,713.44 ** Parcel: 4-007-137-266-331 Map Number:
*This mill levy is from the most recent tax roll Status: Active

Name and Address Information

LOVE GENE P & CHERI L
419 BASON DR
LAS CRUCES, NM 88005-3717

Property Location

419 BASON DR
Mesilla, NM 88046

Legal Description

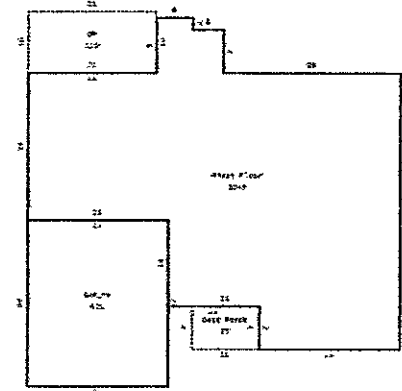
Subd: BASON MANOR (BK 12 PG 11 - 754908) 807 Lot: 23 S: 30 T: 23S R: 2E

Assessment Information

2025	Actual	Assessed	Sq Ft	Acres	Taxable
Land	38,320	12,773	8000.000		
Improvements	211,280	70,427	2246.000		
Exempt		0			
Total	249,600	83,200			83,200
2024	Actual	Assessed	Sq Ft	Acres	Taxable
Land	38,058	12,686	8000.000		
Improvements	204,273	68,091	2246.000		
Exempt					
Total	242,331	80,777			80,777

User Remarks

**The Mill Levy above does not include Special District Rates such as: Lower Rio Grande Flood Levy, Huaco Levy, Molcad Watershed Levy, Caballo Soil and Water Conservation Levy, La Union Watershed Levy, and Public Improvement Districts (PIDs).



- [Account Search](#)
- [View Created Report\(s\)](#)
- [Help?](#)
- [Logout Public](#)

Account: R0400815 *Mill Levy does not include Special District Rates such as: Lower Rio Grande Flood Levy, Hueco Levy, Mclead Watershed Levy, Caballo Soil and Water Conservation Levy, and La Union Watershed Levy.

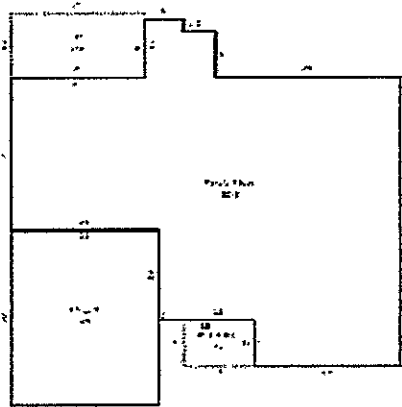
[<-Prev](#) 14 of 46 Results [Next->](#)

Location	Owner Information	Assessment History
Situs Address 419 BASON DR	Owner Name LOVE GENE P & CHERI L	Actual (2025 - Residential Cap applied) \$249,600
Deed Holder	Owner Address 419 BASON DR	Primary Taxable \$83,200
Tax Area 2DIN_R - 2DIN_R	LAS CRUCES, NM 88005-3717	Exemption Adjustments:
Parcel Number 4-007-137-266-331		Head of Family -\$2,000
Legal Summary Subd: BASON MANOR (BK 12 PG 11 - 754908) 807 Lot: 23 S: 30 T: 23S R: 2E		Veteran -\$10,000
Neighborhood R11 - MESILLA-PARK		Adjusted Taxable Total \$71,200
		Tax Area: 2DIN_R Mill Levy: 22.711000
		Type Actual Assessed SQFT Units
		Residential Land \$38,320 \$12,773 8000.000 1.000
		Residential Improvement \$211,280 \$70,427 2246.000

Record Sequence	Reception Number	Book Page	Sale Date	Grantor	Grantee	Doc Type	Parcel Number
3	8521407		12/10/1985	LOVE FAMILY TRUST	LOVE,GENE P ETUX	A1	4007137266331
2	8513308		08/07/1985	LOVE,GENE PATRICK ETAL LOVE,CHERILYNN ETAL	LOVE FAMILY TRUST	A1	4007137266331
1	8317492		12/28/1982	CRAFTSMEN BUILDERS INC	LOVE,GENE PATRICK ETUX	A1	4007137266331

Images

Tax Year	Taxes	
2025	\$1,985.96	• Photo
2024	\$1,945.32	• Sketch
		• GIS





Elephant Butte Irrigation District

530 South Melendres St, Las Cruces, NM, 88005

(575) 526-6671

<http://www.ebid-nm.org>

Love, Gene Patrick
419 Bason Dr
Mesilla, NM, 88005

Customer Id: 10375
Payment Date: 1/14/2026
Payment Total: \$325.17

Receipt # 103801
Payment Method: Check # 2056
Paid By: Cheri Love

<u>Date</u>	<u>Payment Applied To</u>
-------------	---------------------------

01/14/2026	Invoice #15442
------------	----------------

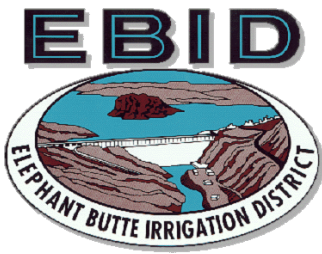
01/14/2026	
------------	--

<u>Description</u>	<u>Amount</u>
--------------------	---------------

Administrative and Permit Application Fee	\$325.17
2025-L-002	
College Lateral (Right Bank)	
Sales Tax	

Item Total	<u>\$325.17</u>
------------	-----------------

code	type	fee base
1	Crossing	\$3,040.00
2	Parallel	\$0.23
3	Area	\$0.15
4	Carriage	\$0.23
5	Fill	\$2.28
6	Discharge	\$15.20
7	Limited Use	\$0.23



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: 2026-060

License Number: 2026-L-042

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MAY 13, 2026

To: MAY 13, 2036

Month Day Year

Licensee (Name and address)

INNERCITY FIBERNET LLC d/b/a GIGABIT FIBER

400 S AKARD ST SUITE B-1-200

DALLAS, TX 75202

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

TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING THE CRAWFORD LATERAL AT APPROXIMATE STATION 25+14 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 SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 16, TOWNSHIP 28 SOUTH, RANGE 3 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**

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: MAY 13, 2026

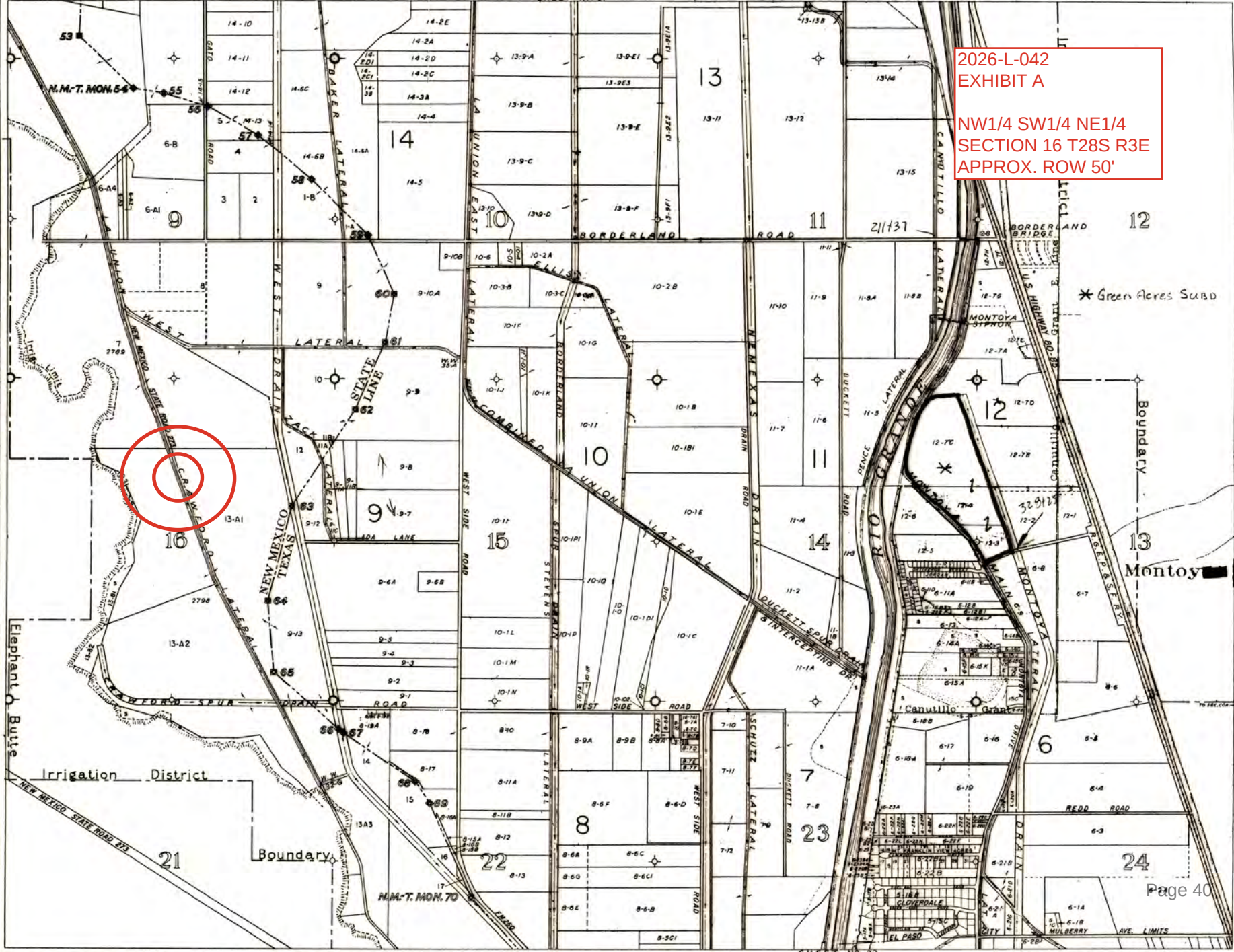
Approved by EBID Board of Directors

SIGNATURE/DATE: _____

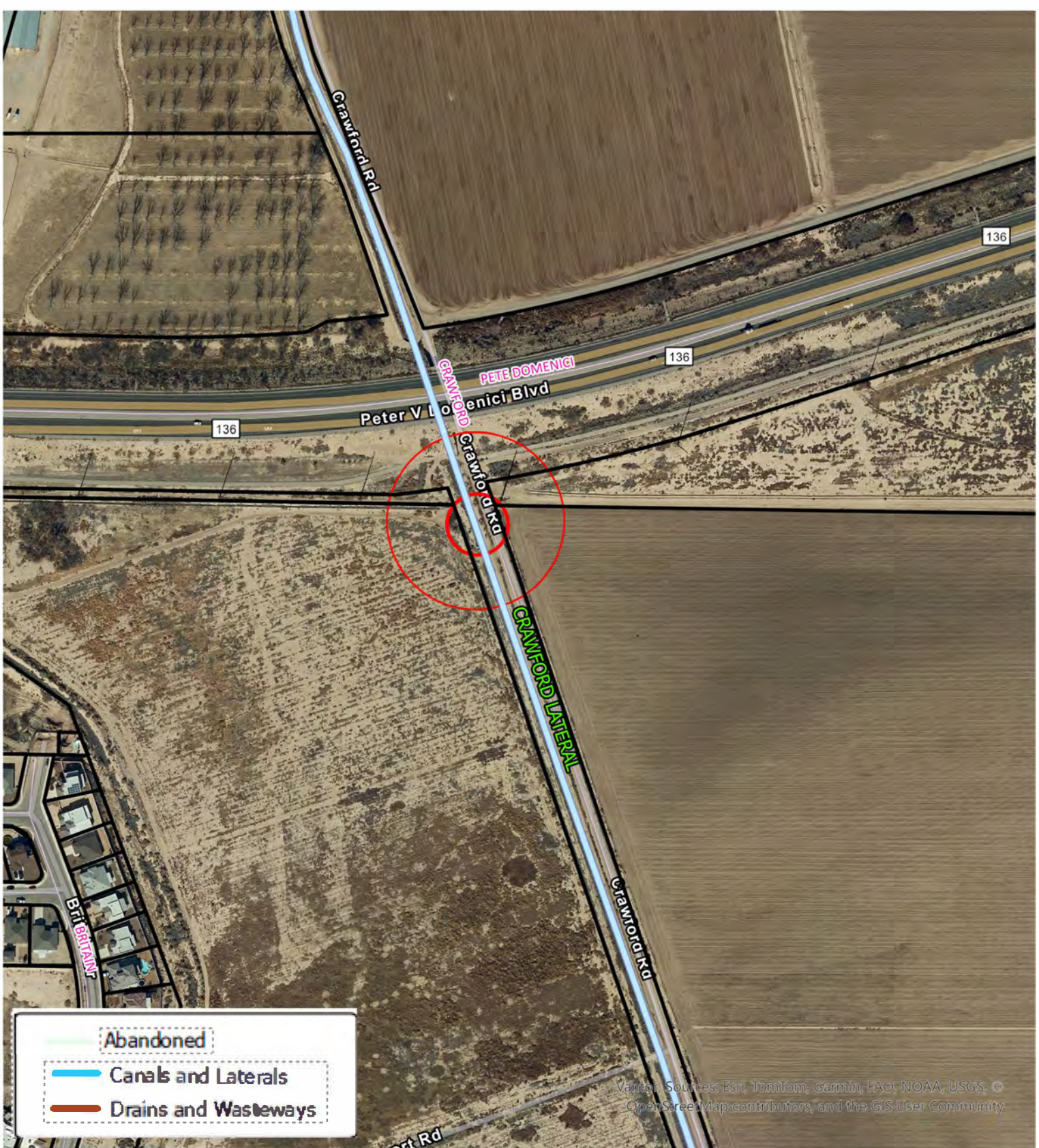
Approved by EBID Engineer

2026-L-042
EXHIBIT A

NW1/4 SW1/4 NE1/4
SECTION 16 T28S R3E
APPROX. ROW 50'



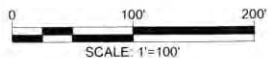
EXPLANATION Canals Suspended Areas Various Classifications Leaves Roads High Land Valley Land Drains Community and Private Drains Limits of Irrigable Area	AUTHORITIES Compiled from Topographic and Location Surveys by the Bureau of Reclamation. Property lines are from the best information available (Private Surveys, U.S. County Survey, Deed Notes etc.) but with no assurance that they are either authentic or valid.	SCALE 0 500 1000 1500 2000 T.28S R.3E DATE 1931 REVISED 1960	PROPERTY NUMBERS Project Serial No. of a Property is the Sheet No. followed by Tract. No. Thus, 32.15 or 32.668.32 being the No. of this Sheet, 15 or 668.32 being the tract No. on this sheet. Doña Ana Co. Plat. No. 2789, El Paso Co. 668	BUREAU OF RECLAMATION RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT AND EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO.1	MESILLA VALLEY SHEET NO 32 MONTOYA
---	---	--	--	---	---



2026-L-042
EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING
THE CRAWFORD LATERAL AT APPROXIMATE STATION 25+14, APPROX. ROW 50'



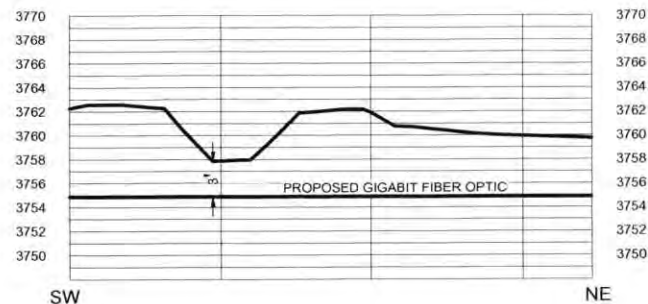


ARTCRAFT ROAD

PROPOSED UNDERGROUND
CABLE CROSSING @ STA.
23+69

GARCIA CK
STA. 25+14

CRAWFORD LATERAL



CROSSING PROFILE
CRAWFORD LATERAL
HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=10'

NOTE:
THIS IS NOT A BOUNDARY SURVEY

SANTA TERESA, NORTH ROUTE
CRAWFORD LATERAL CROSSING AT ARTCRAFT ROAD

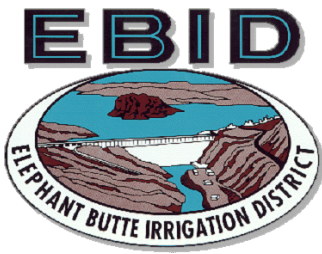


3820 Academy Parkway North N.E.
Albuquerque, New Mexico 87109
505.508.0786 | fax 505.508.0837
www.cobbhendley.com

DRAWING DATE: 04/02/2020

SAMUEL VENEZAS Drawing File: G:\PROJECTS\2024\05078_GIGABIT_FIBER\15_SANTA_TERESA_NORTH_ROUTE\400_CAD\402_SURVEY\WORKING\CRAWFORD LATERAL.DWG

SHEET NO. 2 - 2



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: 2026-061

License Number: 2026-L-043

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MAY 13, 2026

To: MAY 13, 2036

Month Day Year

Licensee (Name and address)

INNERCITY FIBERNET LLC d/b/a GIGABIT FIBER

400 S AKARD ST SUITE B-1-200

DALLAS, TX 75202

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

TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING THE WEST DRAIN AT APPROXIMATE STATION 145+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 NW $\frac{1}{4}$ OF NE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 16, TOWNSHIP 28 SOUTH, RANGE 3 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

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: MAY 13, 2026

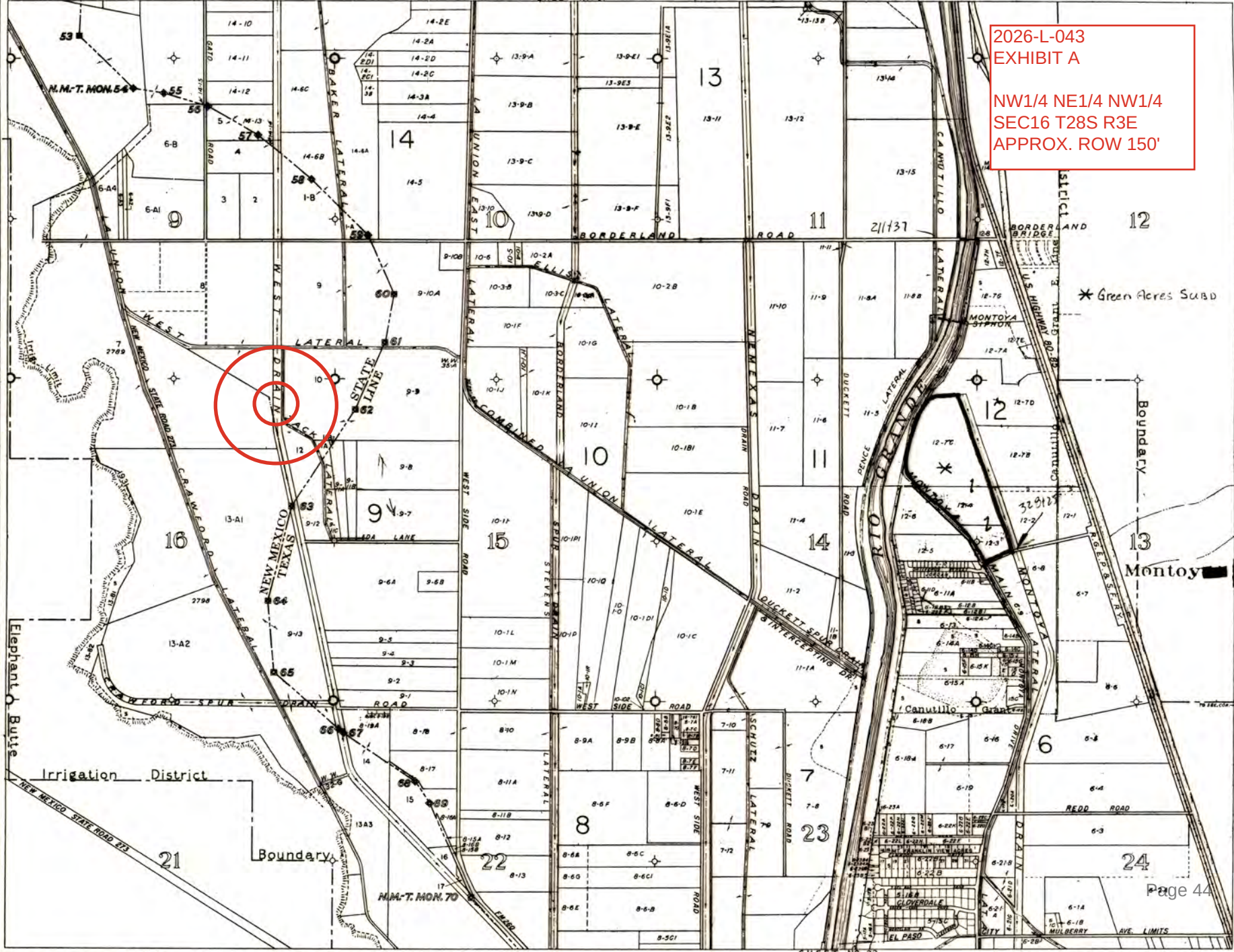
Approved by EBID Board of Directors

SIGNATURE/DATE: _____

Approved by EBID Engineer

2026-L-043
EXHIBIT A

NW1/4 NE1/4 NW1/4
SEC16 T28S R3E
APPROX. ROW 150'

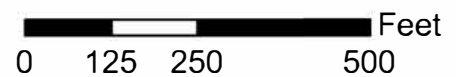


EXPLANATION Canals Suspended Areas Various Classifications Leaves Roads High Land Valley Land Drains Community and Private Drains Limits of Irrigable Area	AUTHORITIES Compiled from Topographic and Location Surveys by the Bureau of Reclamation. Property lines are from the best information available (Private Surveys, U.S. County Survey, Deed Notes, etc.) but with no assurance that they are either authentic or valid.	SCALE T. 28S R. 3E DATE 1931 REVISED 1960 0 500 1000 1500 2000	PROPERTY NUMBERS Project Serial No. of a Property is the Sheet No. followed by Tract No. Thus, 32.16 or 32.668.32 being the No. of this Sheet, 15 or 668 being the tract No. on this sheet. Doña Ana Co. Plat No. 2789, El Paso Co. 668	BUREAU OF RECLAMATION RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT AND EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1	MESILLA VALLEY SHEET NO 32 MONTOKA
---	--	--	---	--	--



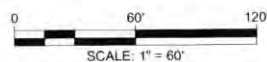
2026-L-043
EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING THE WEST DRAIN AT APPROXIMATE STATION 145+40, APPROX. ROW 150'



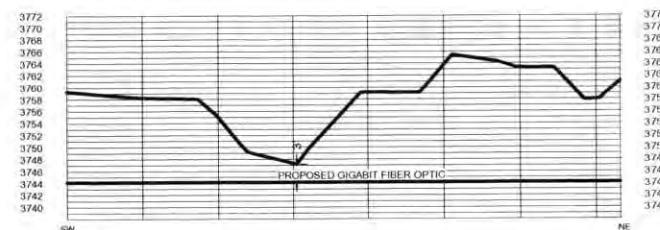
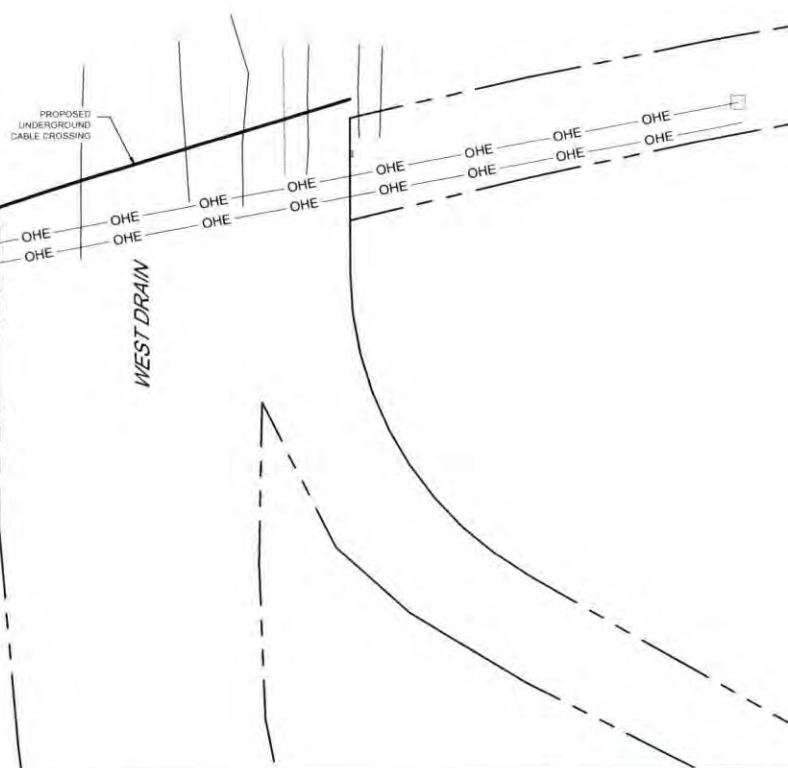


ARTCRAFT ROAD



PROPOSED
UNDERGROUND
CABLE CROSSING

WEST DRAIN



CROSSING PROFILE
WEST DRAIN

HORIZONTAL SCALE: 1"=40'
VERTICAL SCALE: 1"=20'

NOTE:
THIS IS NOT A BOUNDARY SURVEY
STATIONING NOT AVAILABLE FOR WEST DRAIN.

SANTA TERESA, NORTH ROUTE
WEST DRAIN CROSSING AT ARTCRAFT ROAD



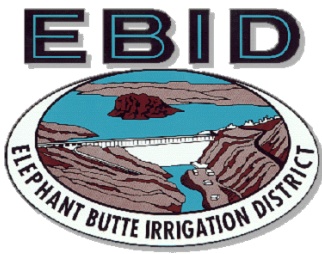
3820 Academy Parkway North N.E.
Albuquerque, New Mexico 87109
505.508.0786 | fax 505.508.0837
www.cobbhendley.com

DRAWING DATE: 04/02/2026

SAMUEL VENEGAS Drawing File: Q:\PROJECTS\2024\105078_GIGABIT_FIBER\15_SANTA_TERESA_NORTH_ROUTE\400_CAD\402_SURVEY\WORKING\WEST DRAIN.DWG

© CobbFendley, Inc. 2024. All rights reserved.

Page 46
SHEET NO. 2 of 2



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: 2026-063

License Number: 2026-L-044

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MAY 13, 2026

To: MAY 13, 2036

Month Day Year

Licensee (Name and address)

INNERCITY FIBERNET LLC d/b/a GIGABIT FIBER

400 S AKARD ST SUITE B-1-200

DALLAS, TX 75202

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

TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING THE ZACH LATERAL AT APPROXIMATE STATION 10+28 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 NE¹/₄ OF SECTION 16, TOWNSHIP 28 SOUTH, RANGE 3 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

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****

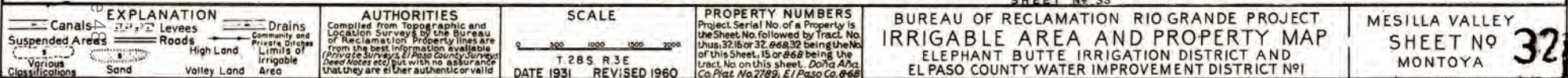
DATE: MAY 13, 2026

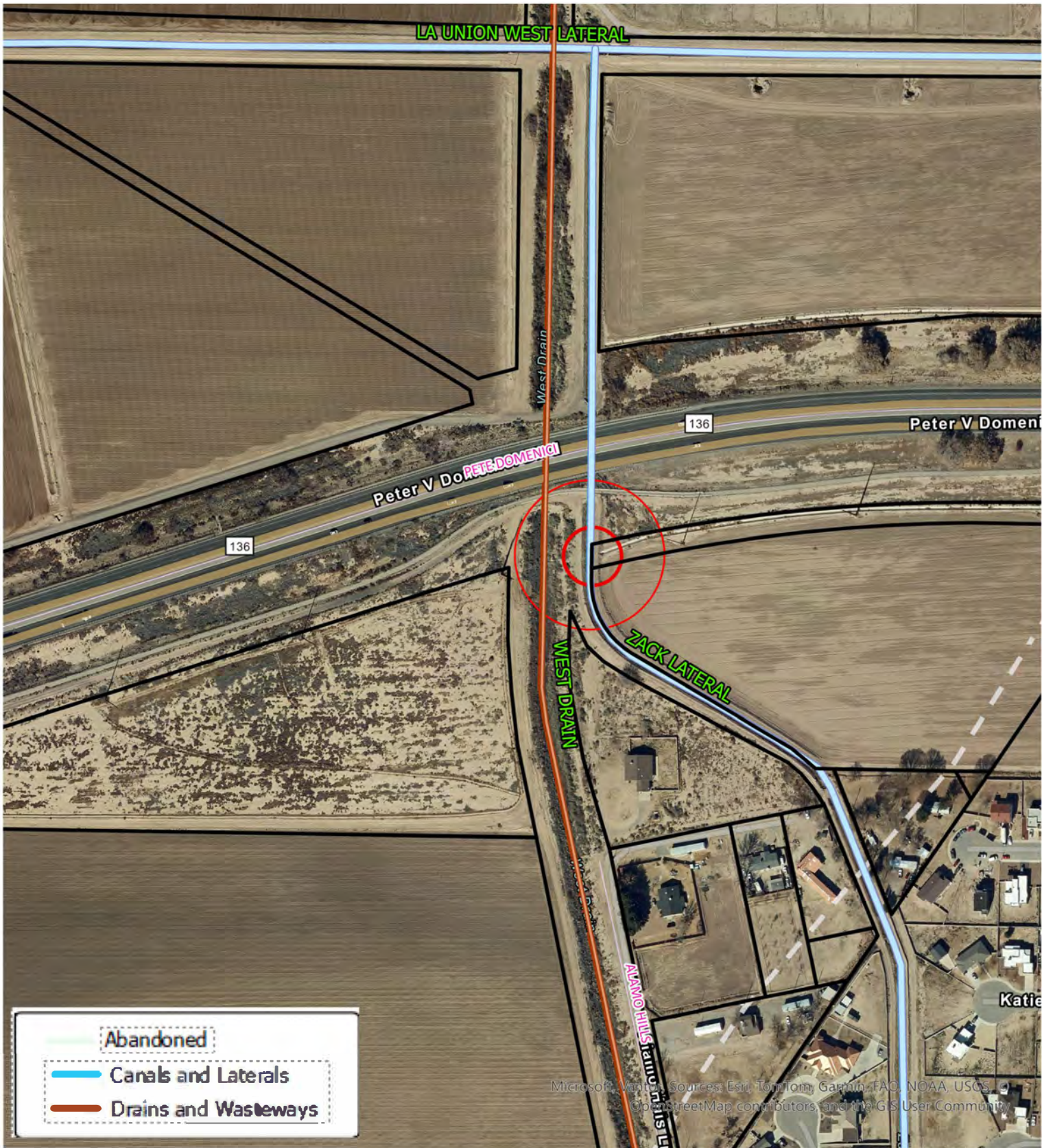
Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer

NW1/4 NE1/4 NW1/4
SEC16 T28S R3E
APPROX. ROW 150'





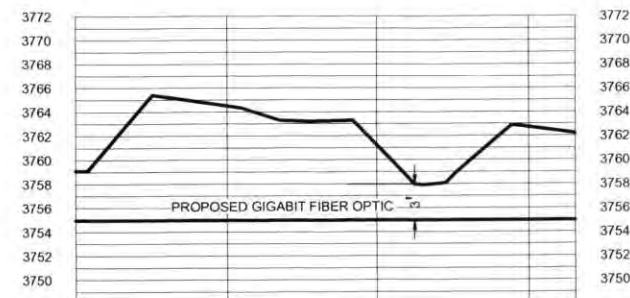
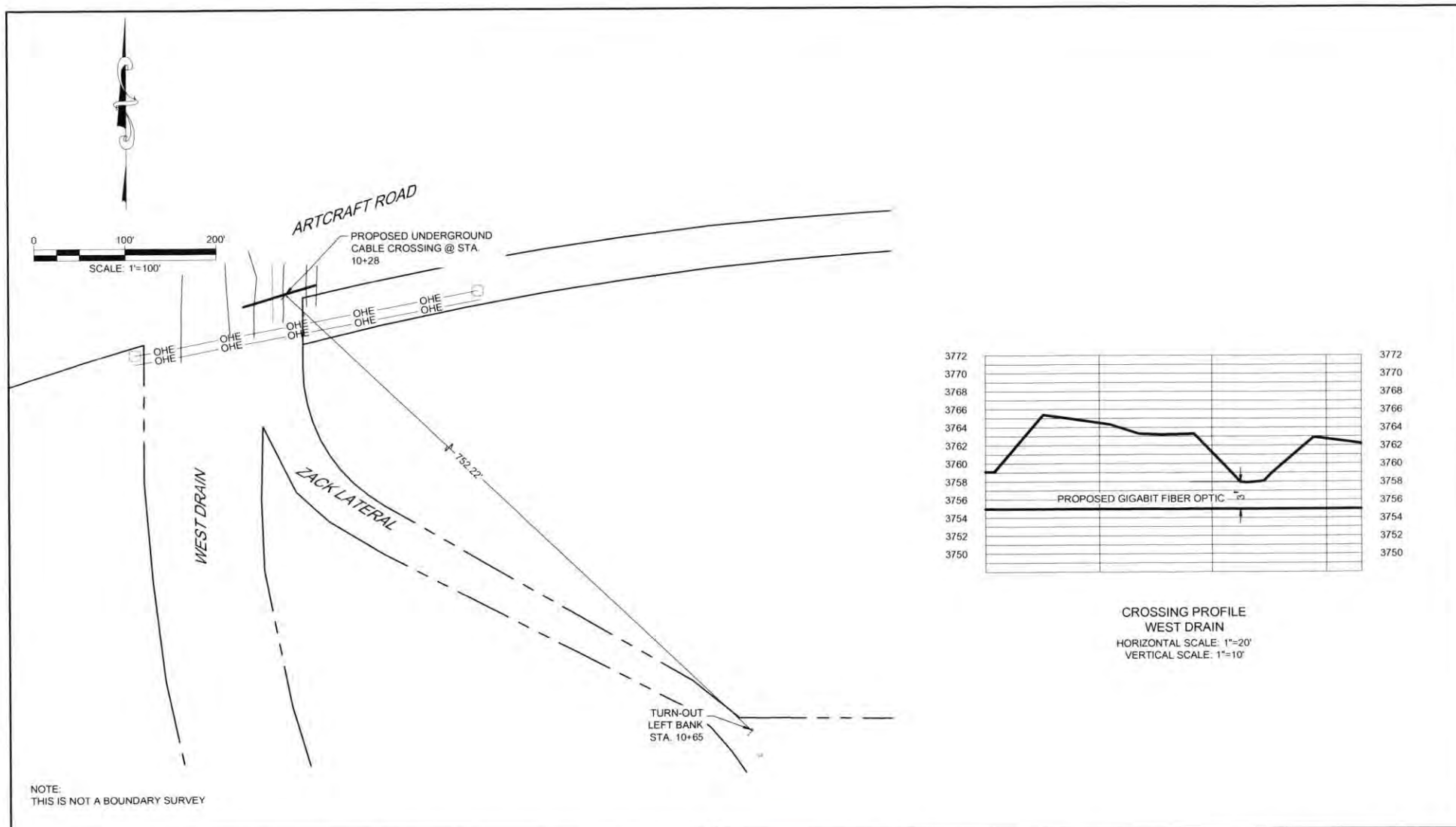
2026-L-044
EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING
THE ZACH LATERAL AT APPROXIMATE STATION 10+28, APPROX. ROW 40'

Page 49

0 125 250 500 Feet





CROSSING PROFILE
WEST DRAIN
HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=10'

SANTA TERESA, NORTH ROUTE
ZACK LATERAL CROSSING AT ARTCRAFT ROAD

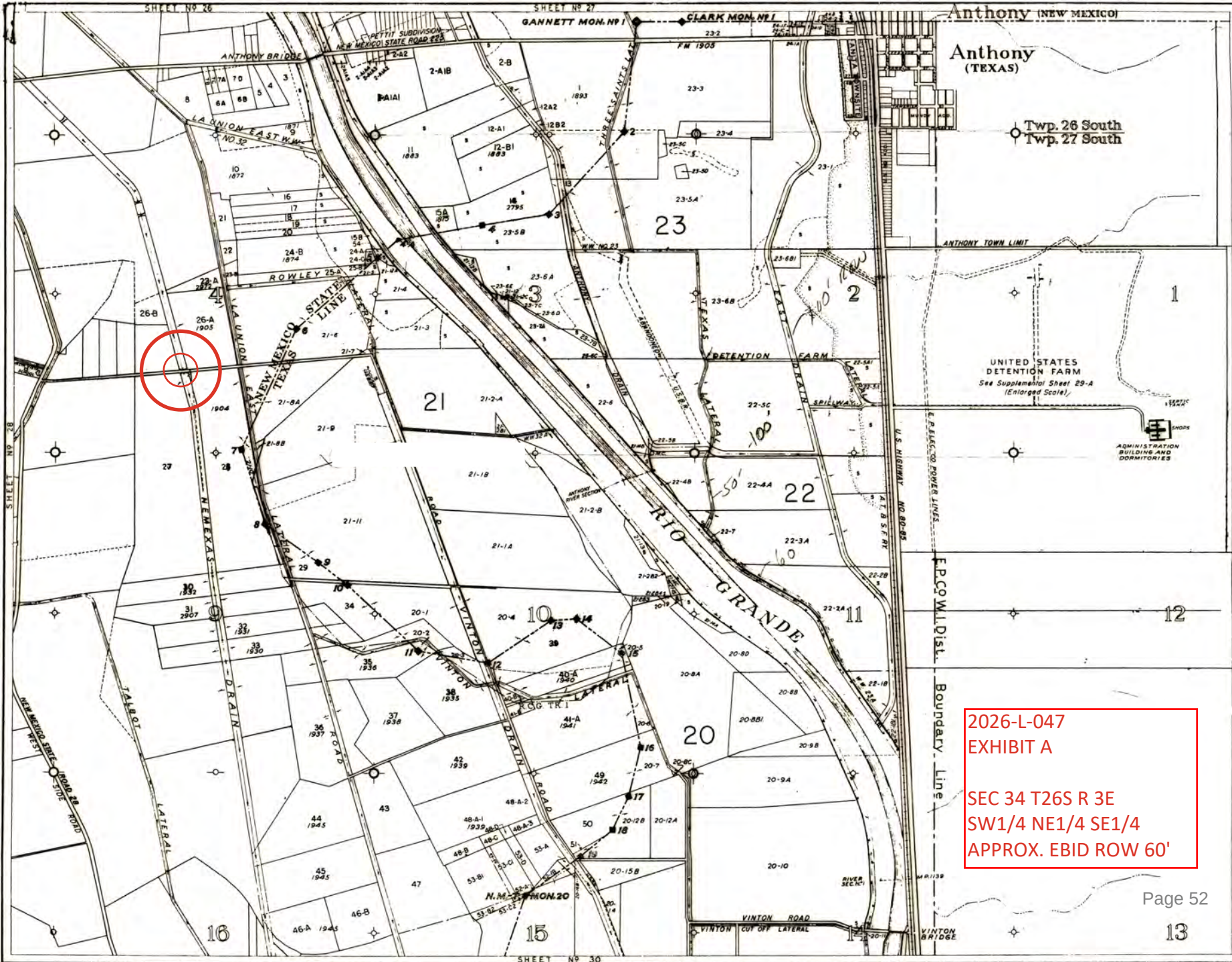


3820 Academy Parkway North N.E.
Albuquerque, New Mexico 87109
505.508.0786 | fax 505.508.0837
www.cobbhendley.com

DRAWING DATE: 04/02/2026

SAMUEL VENEGAS Drawing File: Q:\PROJECTS\2024\05078_GIGABIT_FIBER\15_SANTA_TERESA_NORTH_ROUTE\400_CAD\402_SURVEY\WORKING\ZACK LATERAL.DWG

SHEET NO. 2 - 2



206-L-047
EXHIBIT A

SEC 34 T26S R 3E
SW1/4 NE1/4 SE1/4
APPROX. EBID ROW 60'

Page 52

13

EXPLANATION
 Canals
 Levees
 Roads
 High Land
 Valley Land
 Area
 Drains
 Community
 Private Ditches
 Limits of
 Irrigable
 Area
 Various
 Classifications
 Sand

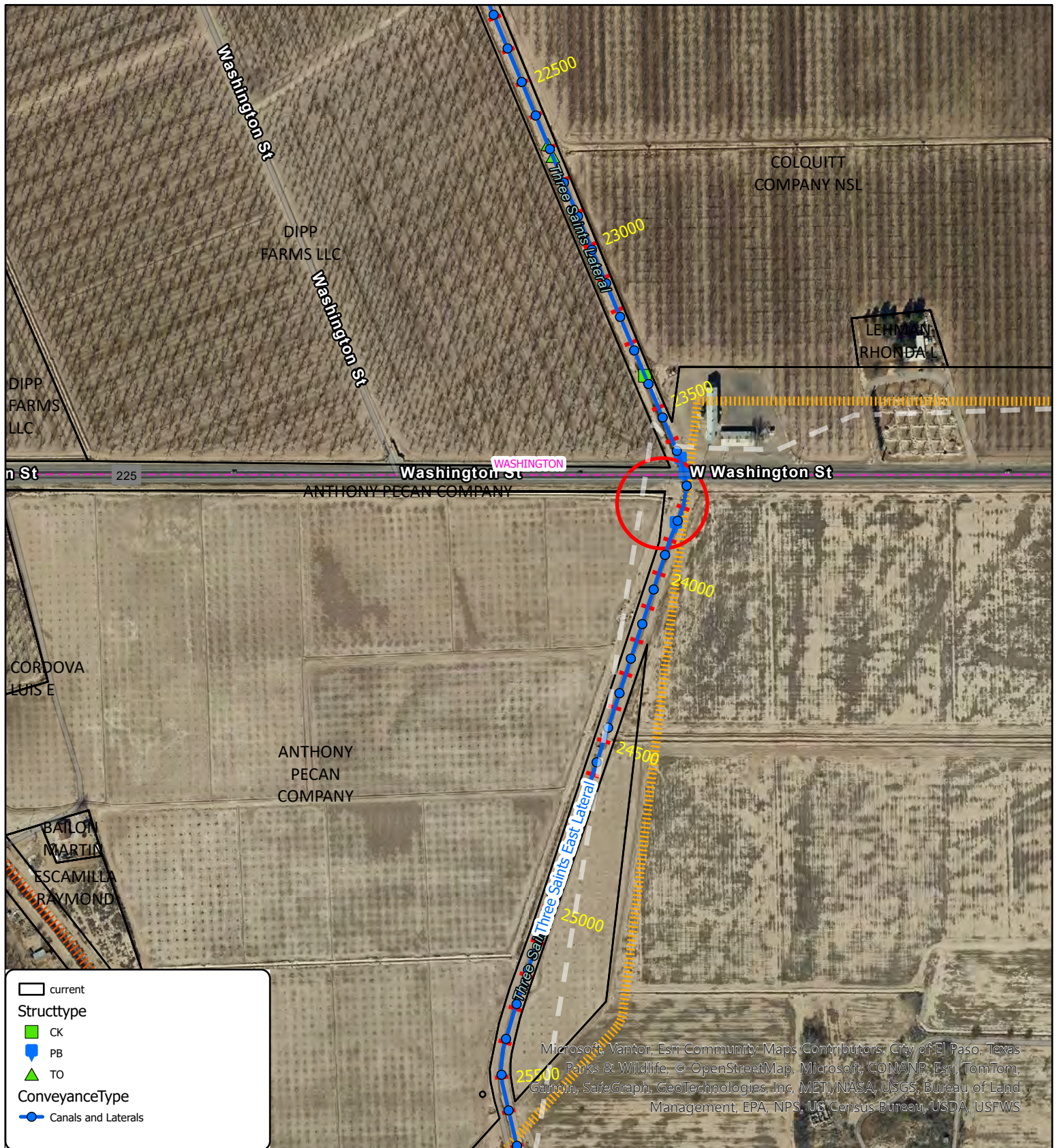
AUTHORITIES
 Compiled from Topographic and
 Location Surveys by the Bureau
 of Reclamation. Property lines are
 from the best information available
 from private surveys of El Paso County Survey
 and Notes etc. but with no assurance
 that they are either authentic or valid.

SCALE
 0 1000 2000 3000
 T. 26827 S. R. 3E
 DATE 1936 REVISED 1960

PROPERTY NUMBERS
 Project, Serial No. of a Property is
 the Sheet No. followed by Tract No.
 thus, 255 or 2924, 29 being the No.
 of this Sheet, 25 or 24 being the
 tract No. on this sheet, Dona Ana
 Co. Plat No. 1945, El Paso Co. 21-1

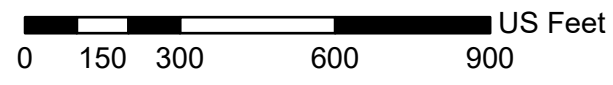
BUREAU OF RECLAMATION RIO GRANDE PROJECT
IRRIGABLE AREA AND PROPERTY MAP
 ELEPHANT BUTTE IRRIGATION DISTRICT AND
 EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1

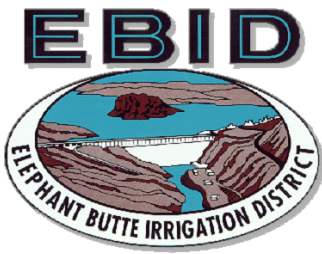
MESILLA VALLEY
SHEET NO. 29
 LA TUNA



2026-L-045
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING HARVEST GATE ON THE RIGHT BANK OF THE THREE SAINTS EAST LATERAL AT APPROXIMATE STATION 238+00 APPROXIMATE 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: 2026-065

License Number: 2026-L-046

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MAY 13, 2026

To: MAY 13, 2036

Month Day Year

Licensee (Name and address)

ANTHONY PECAN FARMS / FRANK RUBIO / VICTOR DIAZ

3365 HWY 28

ANTHONY, NM 88021

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

TO OPERATE AND MAINTAIN EXISTING HARVEST GATES ON THE RIGHT AND LEFT BANKS OF THE ANTHONY DRAIN AT APPROXIMATE STATION 89+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 SE $\frac{1}{4}$ OF THE S $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 3 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.)

- NO CONSTRUCTION ALLOWED DURING IRRIGATION SEASON
- XREF: 2016-005 / 2016-L-004

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 _____

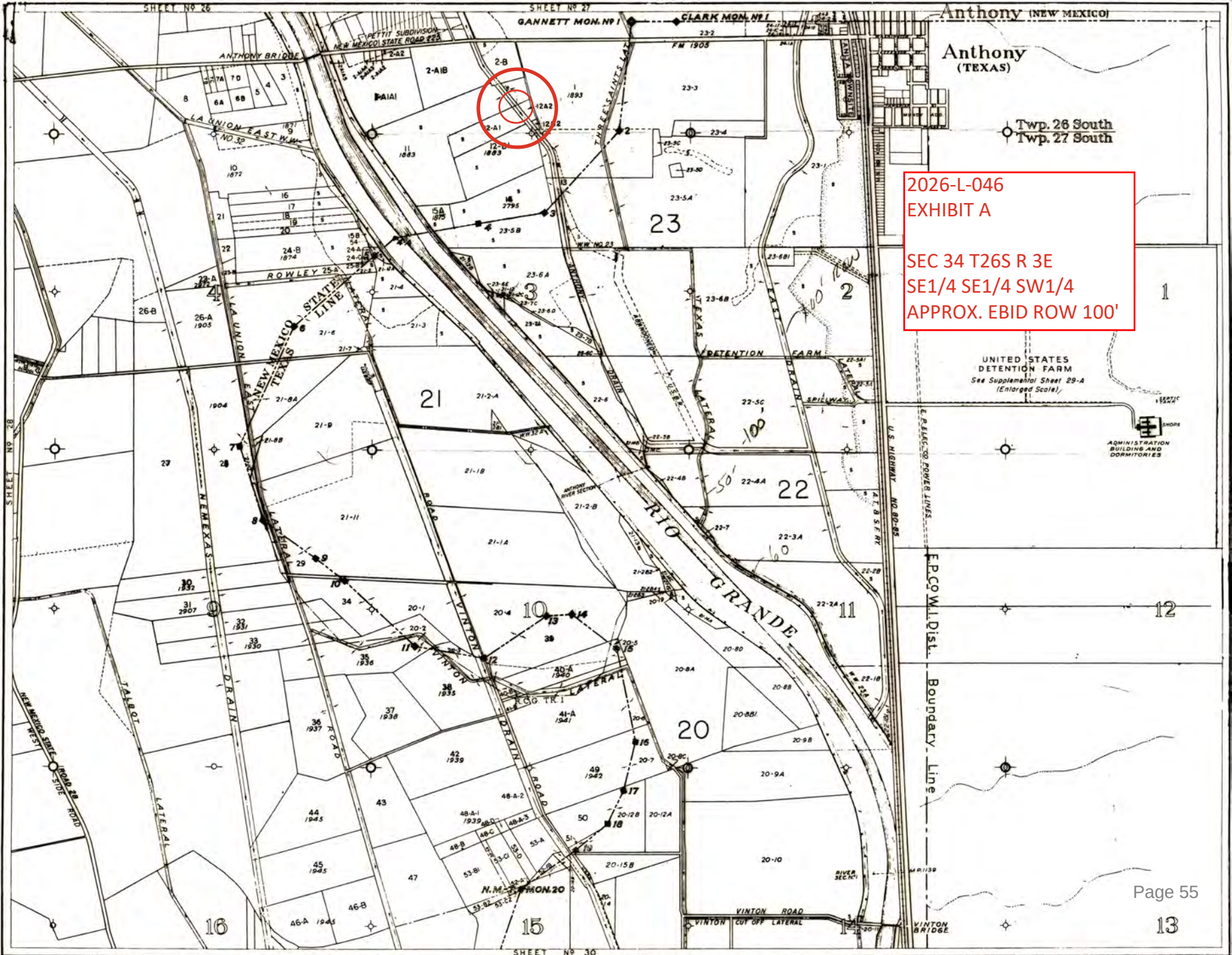
****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: MAY 13, 2026

Approved by EBID Board of Directors

SIGNATURE/DATE: _____

Approved by EBID Engineer

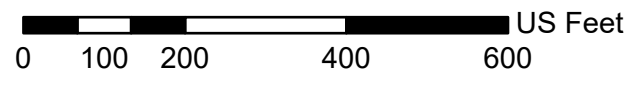


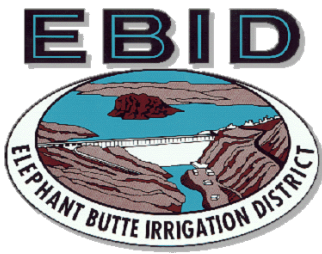
EXPLANATION Canals Suspended Areas Various Classifications Levees Roads High Land Valley Land Area Drains Community and Private Ditches Limits of Irrigable Area	AUTHORITIES Compiled from Topographic and Location Surveys by the Bureau of Reclamation. Property lines are from the best information available. Private surveys of Pecos County Survey (Deed Notes etc.) but with no assurance that they are either authentic or valid.	SCALE 0 1000 2000 3000 T 26827 S R 3E DATE 1936 REVISED 1960	PROPERTY NUMBERS Project, Serial No. of a Property is the Sheet No. followed by Tract No. thus, 255 or 2924, 29 being the No. of this Sheet, 25 or 29 being the Tract No. on this sheet, Doña Ana Co. Plat No. 1945, El Paso Co. 21-1	BUREAU OF RECLAMATION RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT AND EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1	MESILLA VALLEY SHEET NO 29 LA TUNA
---	---	---	--	--	---



2026-L-046
EXHIBIT B

TO OPERATE AND MAINTAIN EXISTING HARVEST GATES ON THE RIGHT AND LEFT BANKS OF THE ANTHONY DRAIN AT APPROXIMATE STATION 89+00 APPROXIMATE 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: 2026-066

License Number: 2026-L-047

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MAY 13, 2026

To: MAY 13, 2036

Month Day Year

Licensee (Name and address)

ANTHONY PECAN FARMS / FRANK RUBIO / VICTOR DIAZ

3365 HWY 28

ANTHONY, NM 88021

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

TO OPERATE AND MAINTAIN AN EXISTING HARVEST GATE ON THE RIGHT BANK OF THE NEMEXAS DRAIN AT APPROXIMATE STATION 694+92 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 SW $\frac{1}{4}$ OF SECTION 4, TOWNSHIP 27 SOUTH, RANGE 3 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.)

- NO CONSTRUCTION ALLOWED DURING IRRIGATION SEASON
- XREF: 2022-173 / 1998-T-017

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 _____

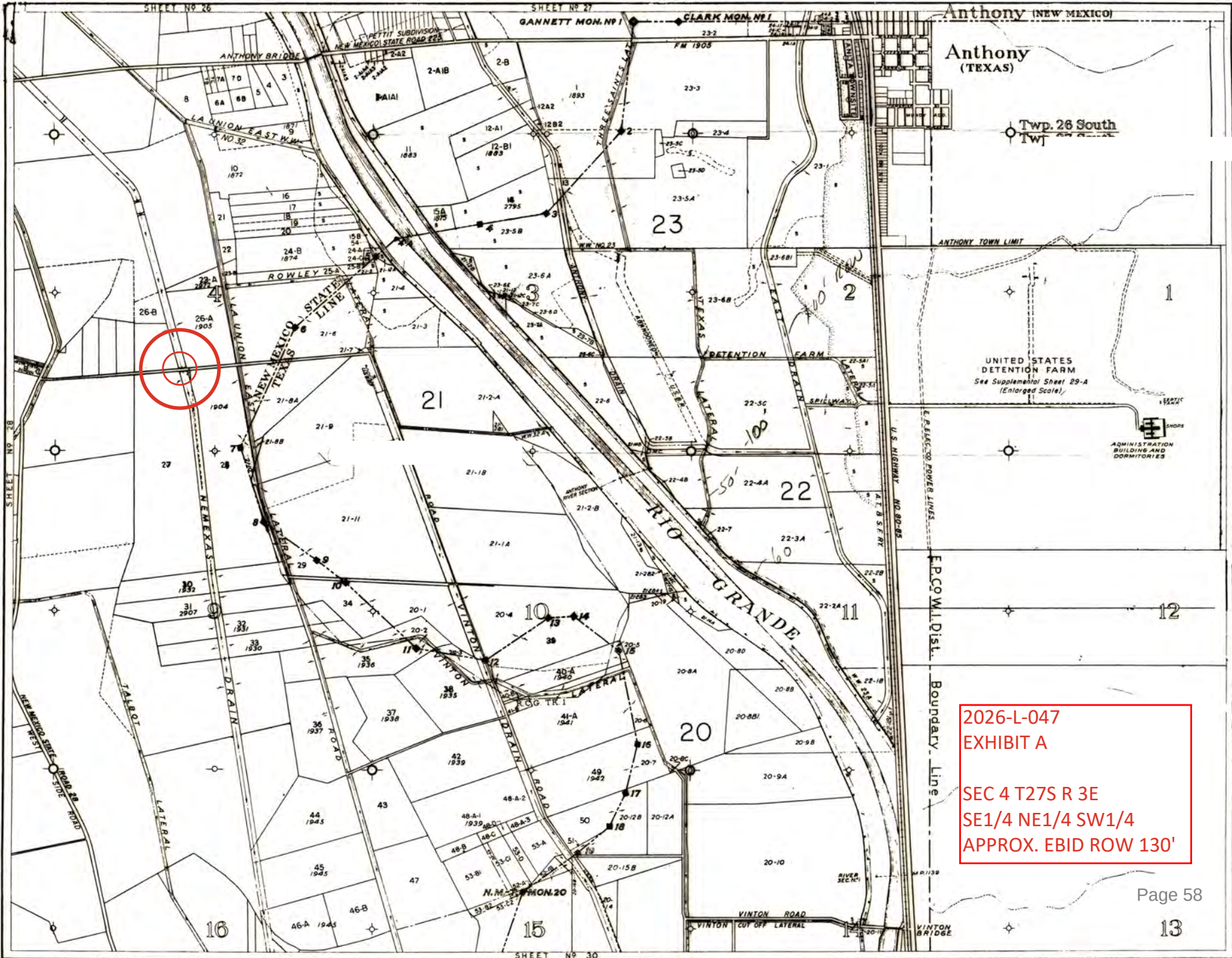
****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

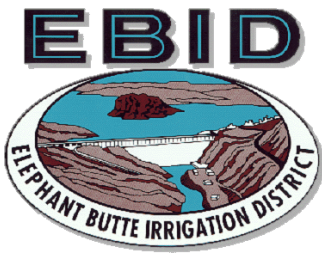
DATE: MAY 13, 2026

Approved by EBID Board of Directors

SIGNATURE/DATE: _____

Approved by EBID Engineer





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: 2026-067

License Number: 2026-L-048

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MAY 13, 2026

To: MAY 13, 2036

Month Day Year

Licensee (Name and address)

ANTHONY PECAN FARMS / FRANK RUBIO / VICTOR DIAZ

3365 HWY 28

ANTHONY, NM 88021

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

TO OPERATE AND MAINTAIN AN EXISTING HARVEST GATE ON THE LEFT BANK OF THE ANTHONY DRAIN AT APPROXIMATE STATION 75+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 NW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 43, TOWNSHIP 27 SOUTH, RANGE 3 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.)

- NO CONSTRUCTION ALLOWED DURING IRRIGATION SEASON
- XREF: 2016-005 / 2016-L-004

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 _____

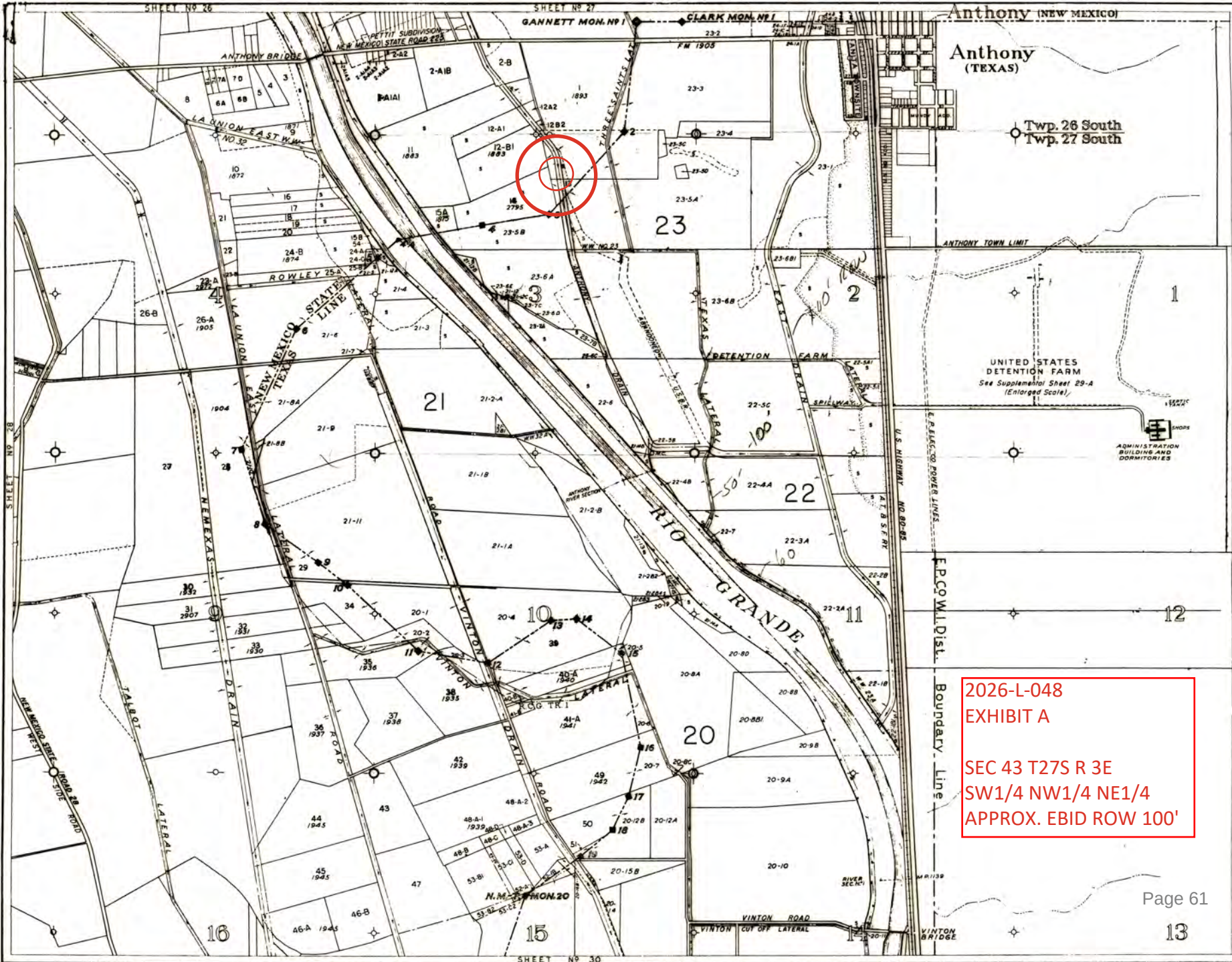
****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: MAY 13, 2026

Approved by EBID Board of Directors

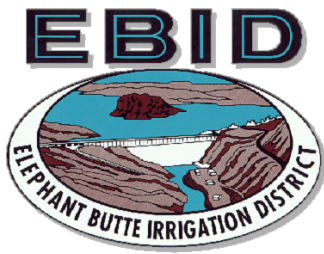
SIGNATURE/DATE: _____

Approved by EBID Engineer



2026-L-048
EXHIBIT A

SEC 43 T27S R 3E
SW1/4 NW1/4 NE1/4
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: 2026-070

License Number: 2026-L-050

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MAY 13, 2026

To: MAY 13, 2036

Month Day Year

Licensee (Name and address)

ANTHONY PECAN FARMS / FRANK RUBIO / VICTOR DIAZ

3365 HWY 28

ANTHONY, NM 88021

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

TO OPERATE AND MAINTAIN AN EXISTING CULVERT CROSSING THE ANTHONY DRAIN AT APPROXIMATE STATION 79+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 NW $\frac{1}{4}$ OF NW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 3, TOWNSHIP 27 SOUTH, RANGE 3 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.)

- NO CONSTRUCTION ALLOWED DURING IRRIGATION SEASON
- X-REF: 2016-004 / 2016-L-003

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 _____

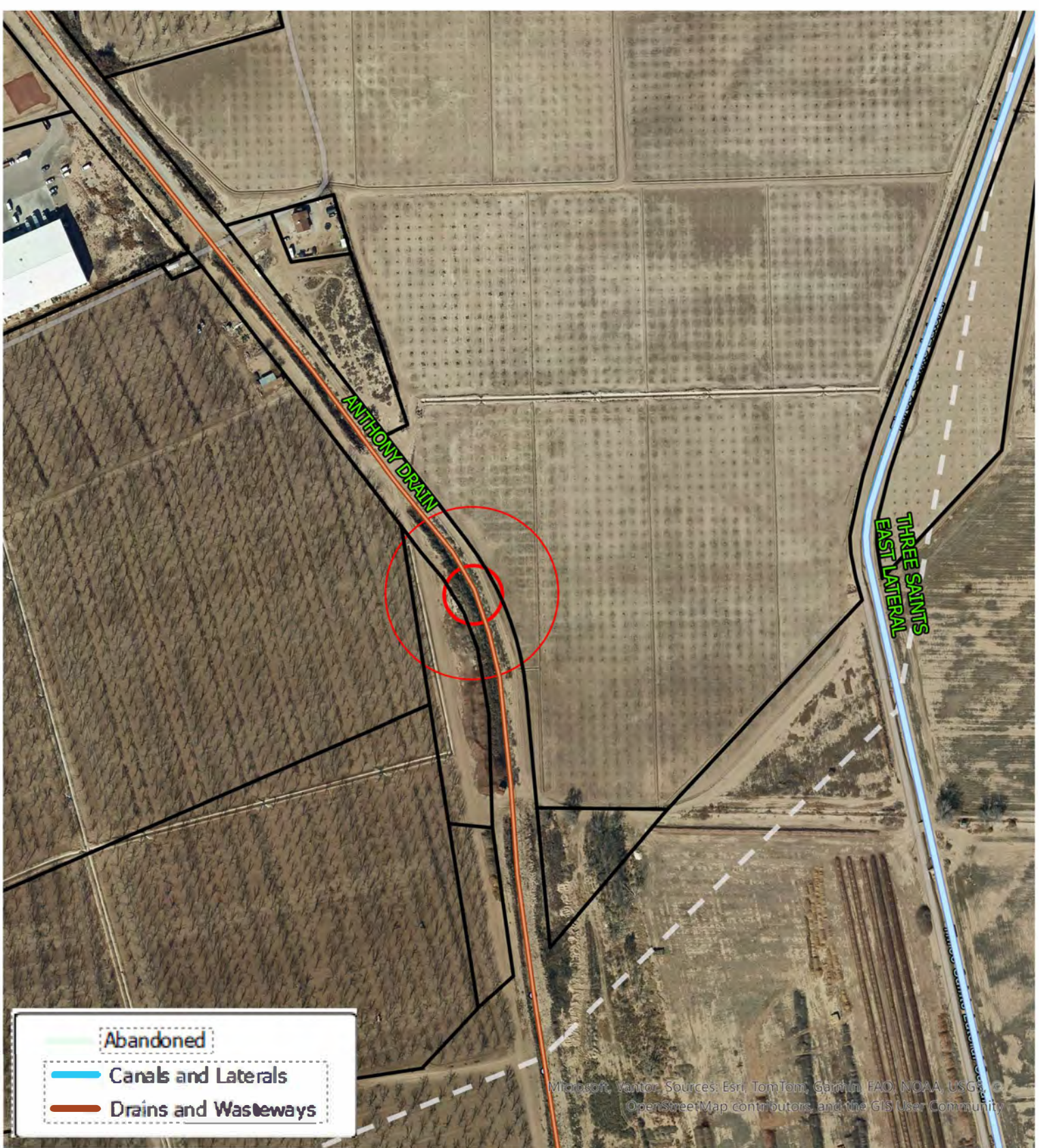
****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: MAY 13, 2026

Approved by EBID Board of Directors

SIGNATURE/DATE: _____

Approved by EBID Engineer



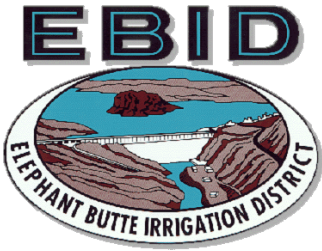
2026-L-050
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING VEHICLE CROSSING THE ANTHONY DRAIN
AT APPROXIMATE STATION 79+60, APPROXIMATE ROW 100'

Page 65

0 125 250 500 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: 2026-072

License Number: 2026-L-051

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MAY 13, 2026

To: MAY 13, 2036

Month Day Year

Licensee (Name and address)

SWC TELESOLUTIONS, INC dba ETHOS BROADBAND SOW

5901 J WYOMING BLVD NE #266

ALBUQUERQUE, NM 87109

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

TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING THE HATCH MAIN CANAL AT APPROXIMATE STATION 1183+18 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 ¼ OF SE ¼ OF THE SW ¼ OF SECTION 11 TOWNSHIP 19 SOUTH, RANGE 3 WEST, 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

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****

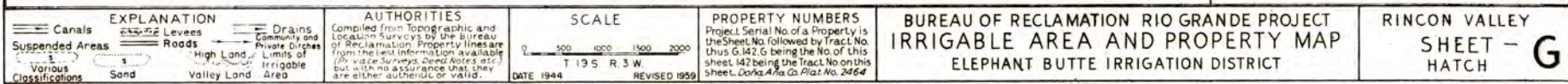
DATE: MAY 13, 2026

Approved by EBID Board of Directors

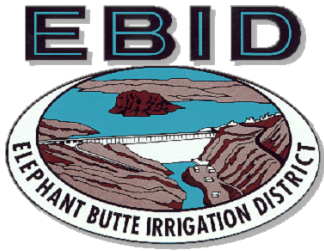
SIGNATURE/DATE:

Approved by EBID Engineer

NW1/4 SE1/4 SW1/4
SEC 11 T19S R3W
APPROX. EBID ROW 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: 2026-073

License Number: 2026-L-052

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MAY 13, 2026

To: MAY 13, 2036

Month Day Year

Licensee (Name and address)

SWC TELESOLUTIONS, INC dba ETHOS BROADBAND SOW

5901 J WYOMING BLVD NE #266

ALBUQUERQUE, NM 87109

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

TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING THE HATCH MAIN CANAL AT APPROXIMATE STATION 1174+97 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 SW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 11 TOWNSHIP 19 SOUTH, RANGE 3 WEST, 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

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: MAY 13, 2026

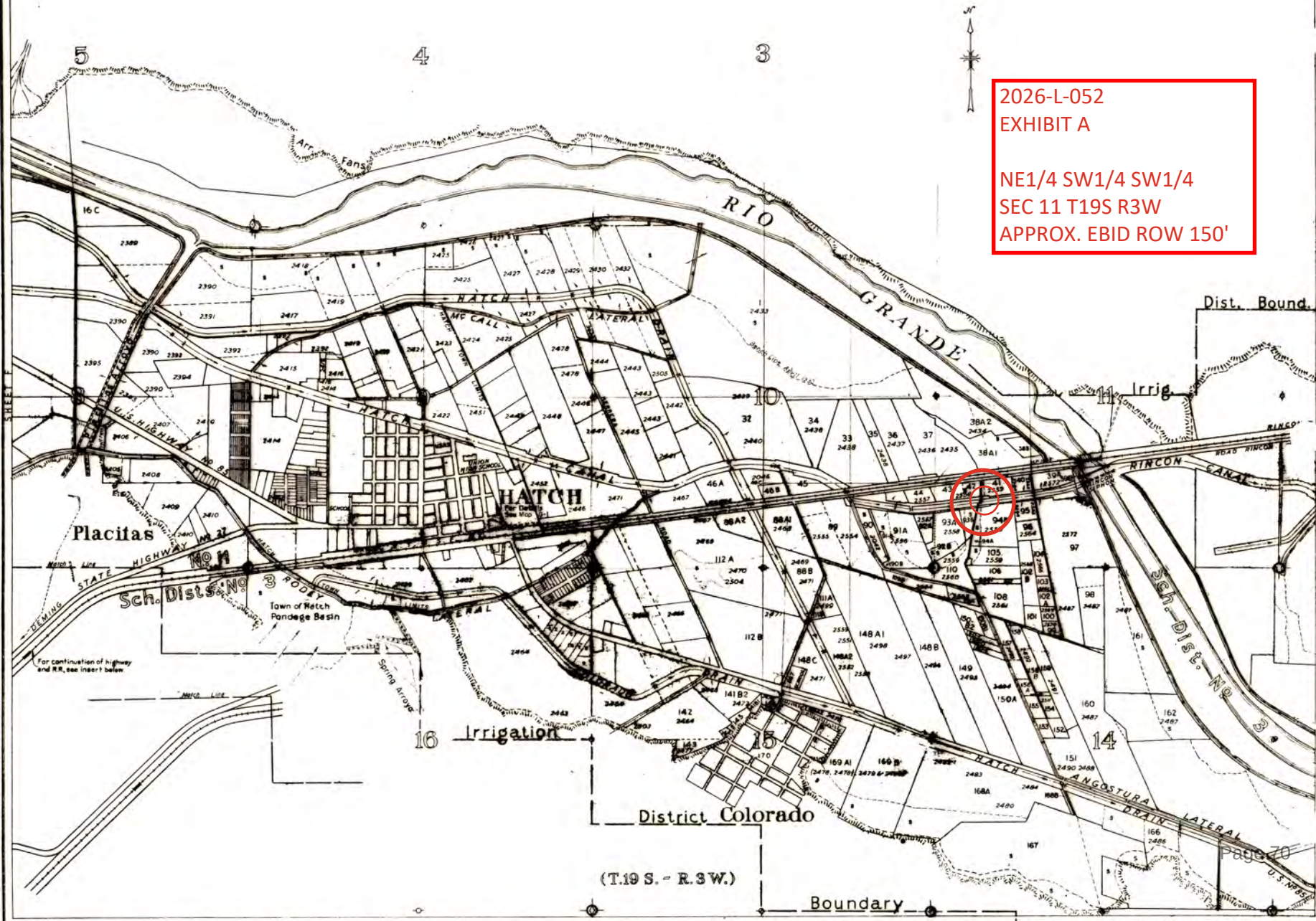
Approved by EBID Board of Directors

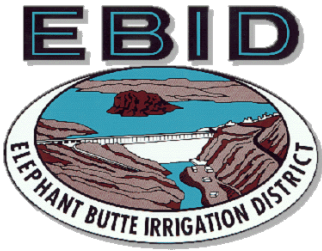
SIGNATURE/DATE:

Approved by EBID Engineer

2026-L-052
EXHIBIT A

NE1/4 SW1/4 SW1/4
SEC 11 T19S R3W
APPROX. EBID ROW 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: 2026-074

License Number: 2026-L-053

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MAY 13, 2026

To: MAY 13, 2036

Month Day Year

Licensee (Name and address)

SWC TELESOLUTIONS, INC dba ETHOS BROADBAND SOW

5901 J WYOMING BLVD NE #266

ALBUQUERQUE, NM 87109

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

TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING THE HATCH MAIN CANAL AT APPROXIMATE STATION 1154+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 NW ¼ OF SE ¼ OF THE SE ¼ OF SECTION 10 TOWNSHIP 19 SOUTH, RANGE 3 WEST, 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

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****

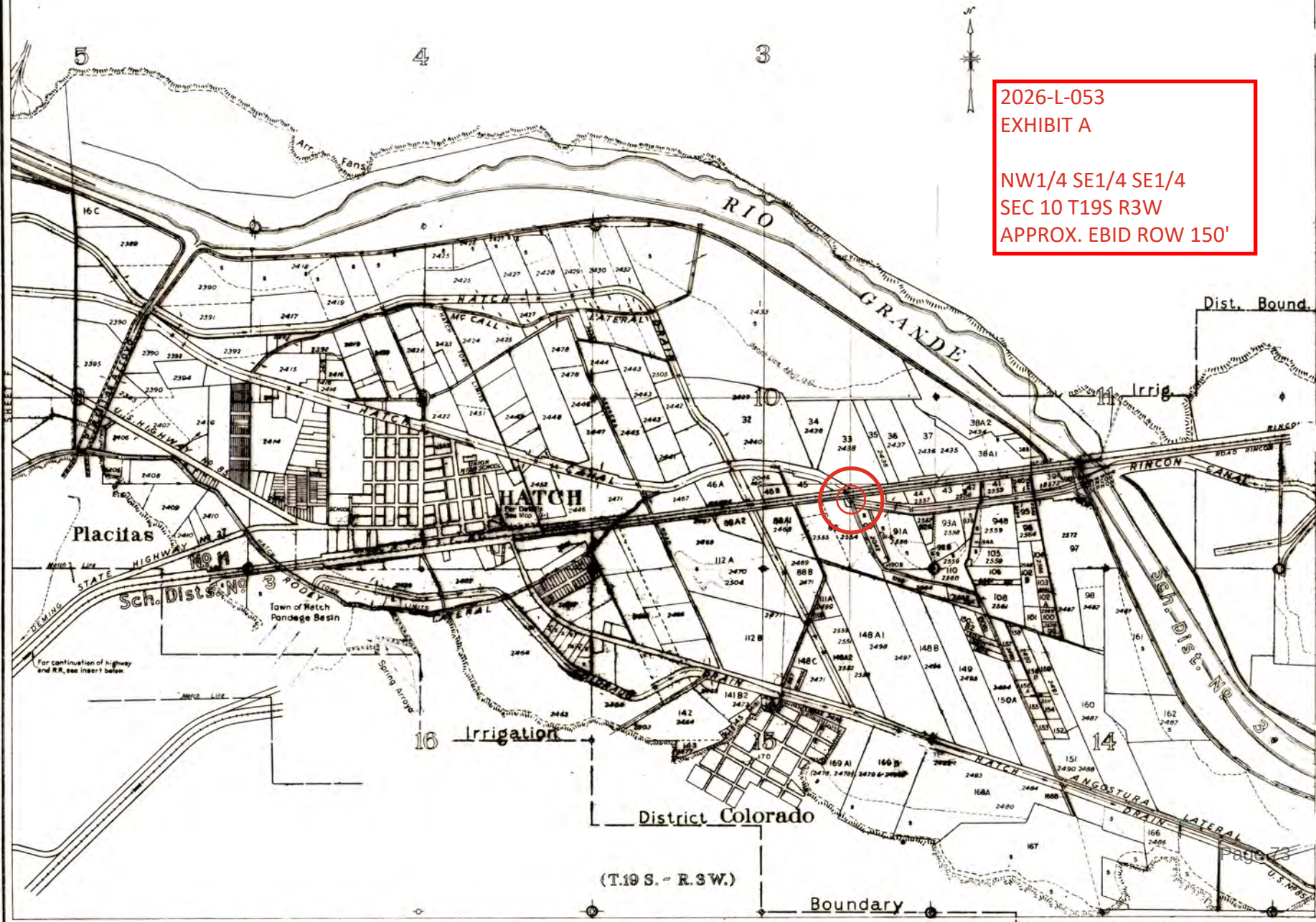
DATE: MAY 13, 2026

Approved by EBID Board of Directors

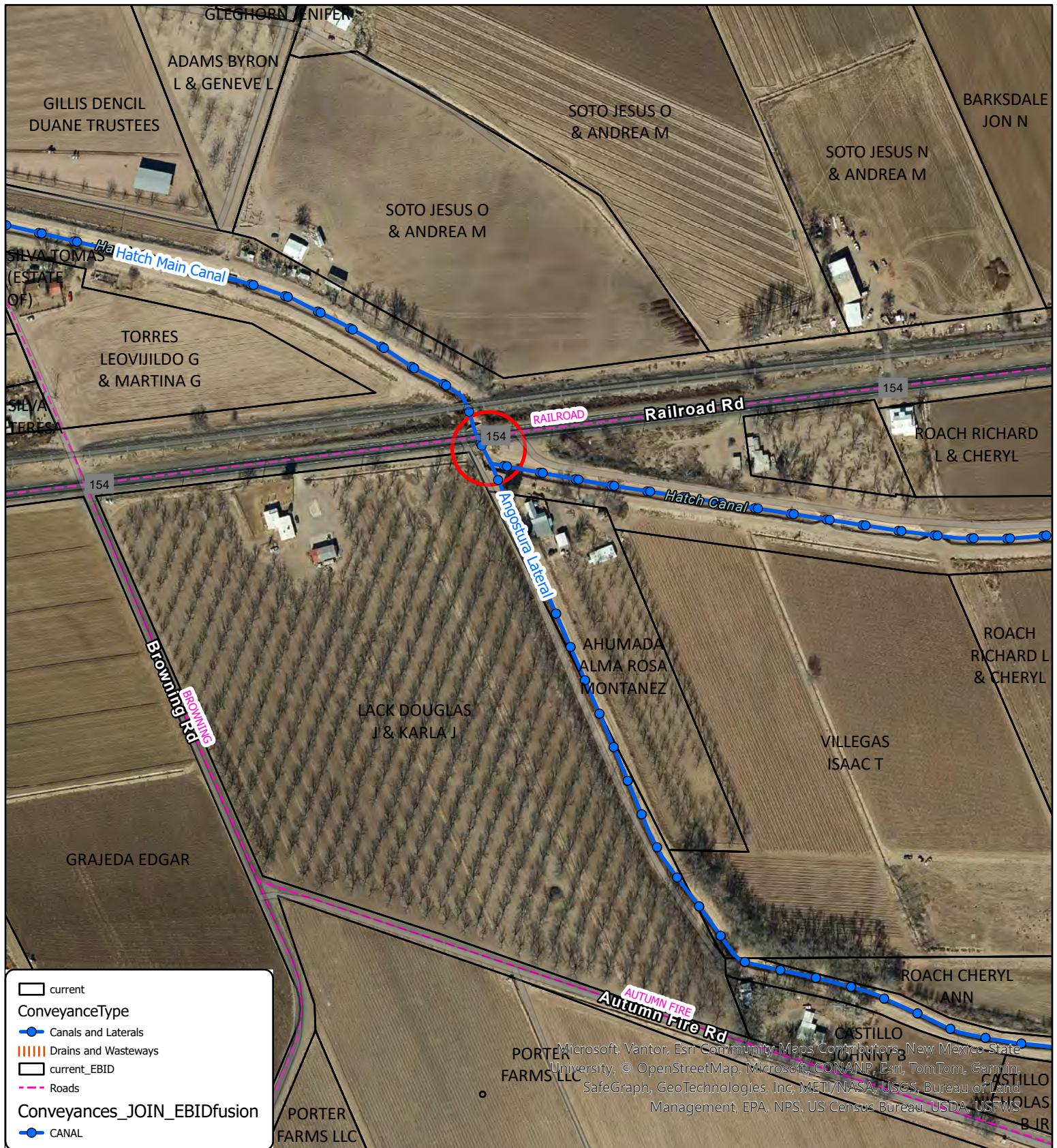
SIGNATURE/DATE:

Approved by EBID Engineer

NW1/4 SE1/4 SE1/4
SEC 10 T19S R3W
APPROX. EBID ROW 150'

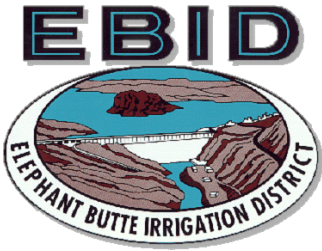


EXPLANATION Canals Levees Drains Suspended Areas Roads Community and Private Ditches High Land Limits of Irrigable Area Valley Land Various Classifications Sand	AUTHORITIES Compiled from Topographic and Location Surveys by the Bureau of Reclamation. Property lines are from various surveys and notes etc., but with no assurance that they are either authentic or valid.	SCALE 0 500 1000 1500 2000 T 19 S R 3 W DATE 1944 REVISED 1959	PROPERTY NUMBERS Project Serial No. of a Property is the Sheet No. followed by Tract No. thus G.142. G being the No. of this sheet. 142 being the Tract No. on this sheet. <i>Docks A & Co. Plat. No. 2464</i>	BUREAU OF RECLAMATION RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT	RINCON VALLEY SHEET - G HATCH
---	--	--	---	---	---



2026-L-052
EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE
CROSSING THE HATCH MAIN CANAL AT APPROXIMATE STATION 1154+40
APPROX. EBID ROW 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: 2026-075

License Number: 2026-L-054

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MAY 13, 2026

To: MAY 13, 2036

Month Day Year

Licensee (Name and address)

SWC TELESOLUTIONS, INC dba ETHOS BROADBAND SOW

5901 J WYOMING BLVD NE #266

ALBUQUERQUE, NM 87109

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

TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING THE HATCH MAIN CANAL AT APPROXIMATE STATION 1141+84 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 ¼ OF NW ¼ OF THE SE ¼ OF SECTION 10 TOWNSHIP 19 SOUTH, RANGE 3 WEST, 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

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: MAY 13, 2026

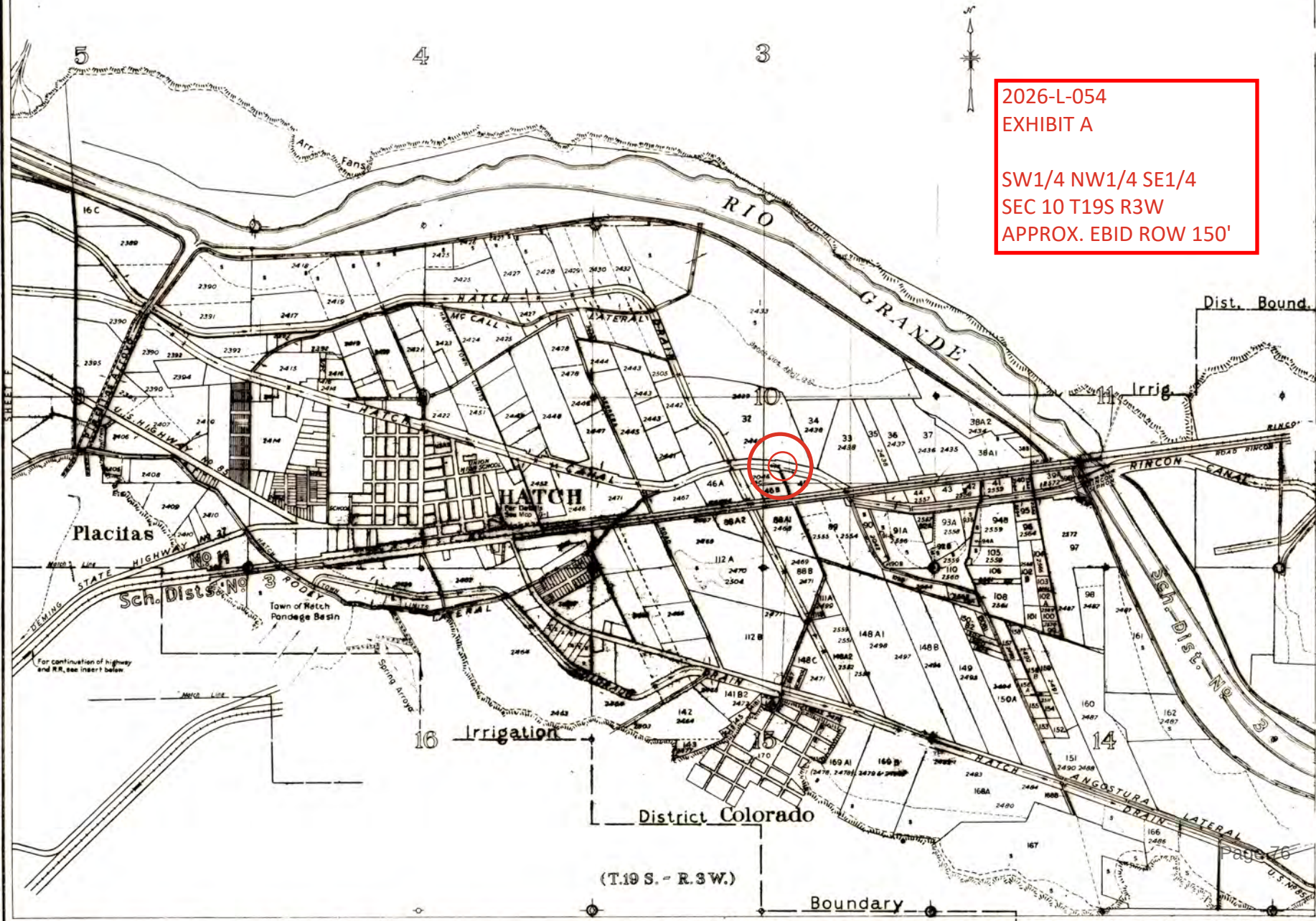
Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer

2026-L-054
EXHIBIT A

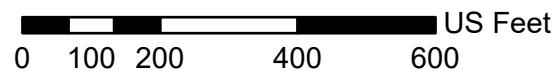
SW1/4 NW1/4 SE1/4
SEC 10 T19S R3W
APPROX. EBID ROW 150'

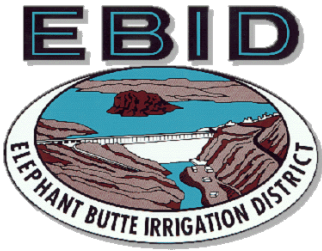




2026-L-054
EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE
CROSSING THE HATCH MAIN CANAL AT APPROXIMATE STATION 1141+84
APPROX. EBID ROW 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: 2026-076

License Number: 2026-L-055

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MAY 13, 2026

To: MAY 13, 2036

Month Day Year

Licensee (Name and address)

SWC TELESOLUTIONS, INC dba ETHOS BROADBAND SOW

5901 J WYOMING BLVD NE #266

ALBUQUERQUE, NM 87109

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

TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING THE HATCH MAIN CANAL AT APPROXIMATE STATION 1085+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 NE ¼ OF NE ¼ OF THE SW ¼ OF SECTION 9 TOWNSHIP 19 SOUTH, RANGE 3 WEST, 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

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****

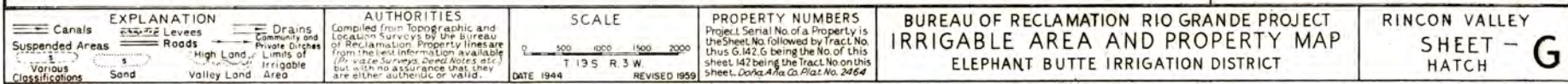
DATE: MAY 13, 2026

Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer

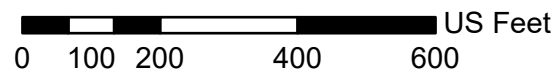
NE1/4 NE1/4 SW1/4
SEC 9 T19S R3W
APPROX. EBID ROW 150'

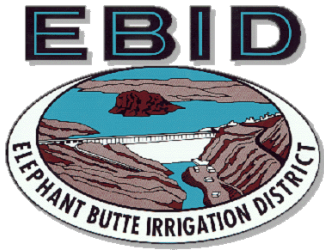




2026-L-055
EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE
CROSSING THE HATCH MAIN CANAL AT APPROXIMATE STATION 1085+00
APPROX. EBID ROW 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: 2026-077

License Number: 2026-L-056

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MAY 13, 2026

To: MAY 13, 2036

Month Day Year

Licensee (Name and address)

SWC TELESOLUTIONS, INC dba ETHOS BROADBAND SOW

5901 J WYOMING BLVD NE #266

ALBUQUERQUE, NM 87109

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

TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING THE HATCH MAIN CANAL AT APPROXIMATE STATION 1027+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 SW $\frac{1}{4}$ OF NW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 8 TOWNSHIP 19 SOUTH, RANGE 3 WEST, 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

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: MAY 13, 2026

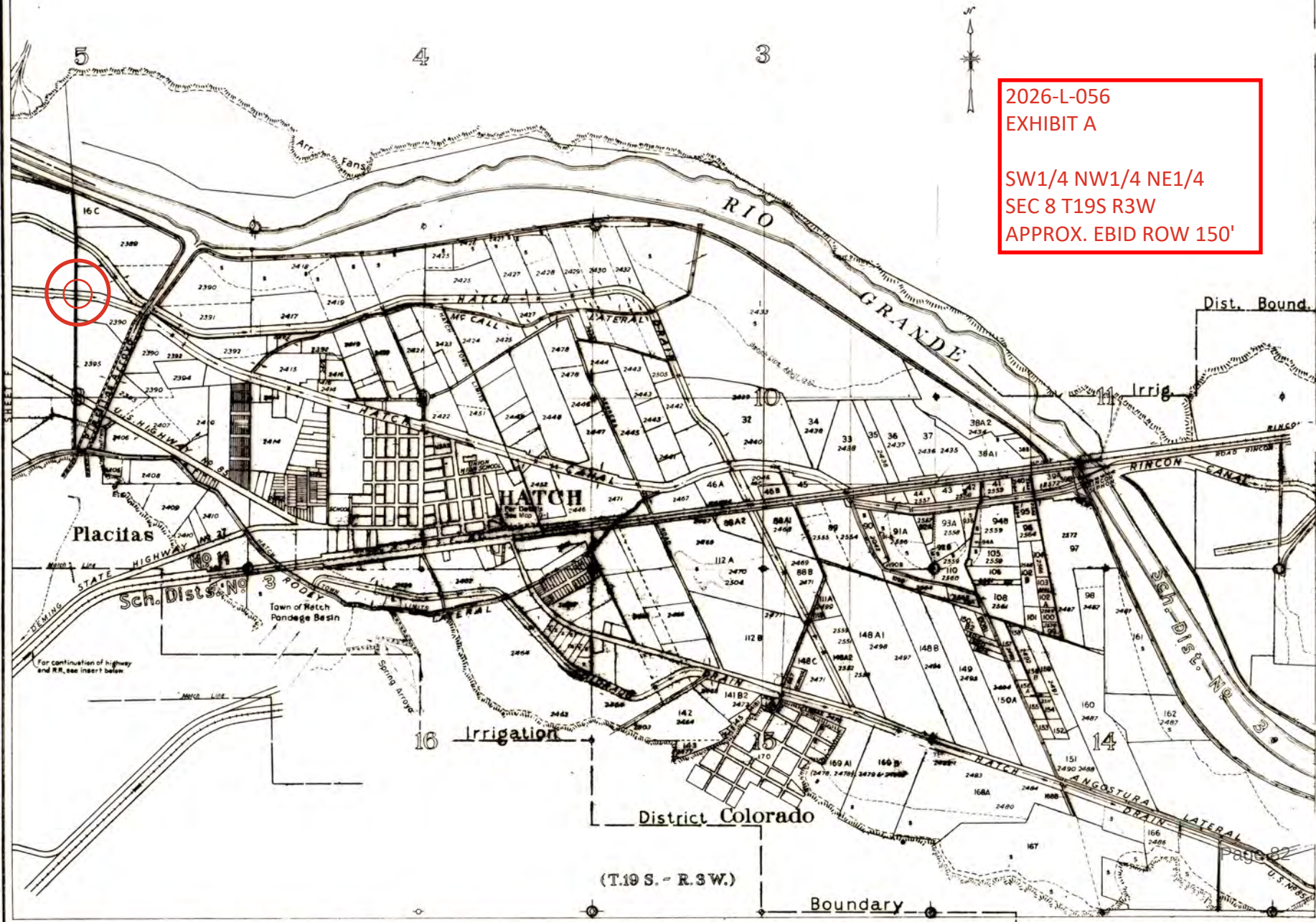
Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer

2026-L-056
EXHIBIT A

SW1/4 NW1/4 NE1/4
SEC 8 T19S R3W
APPROX. EBID ROW 150'

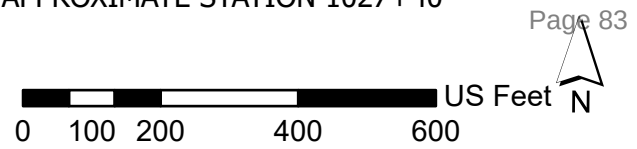


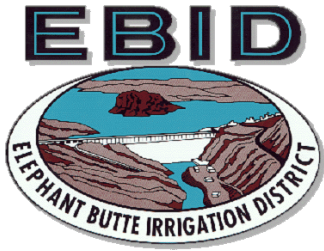
EXPLANATION		AUTHORITIES		SCALE		PROPERTY NUMBERS		BUREAU OF RECLAMATION RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT		RINCON VALLEY SHEET - G HATCH	
Canals	Leaves	Compiled from Topographic and Location Surveys by the Bureau of Reclamation. Property lines are from the best information available (for value surveys, deed notes, etc.) but with no assurance that they are either authentic or valid.		0 500 1000 1500 2000		Project Serial No. of a Property is the Sheet No. followed by Tract No. thus 6.142.6 being the No. of this sheet 142 being the Tract No. on this sheet. Dona Ana Co. Plat No. 2464					
Suspended Areas	Roads			DATE 1944	REVISED 1959						
Various Classifications	High Land Valley Land Area										



2026-L-056
EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE
CROSSING THE HATCH MAIN CANAL AT APPROXIMATE STATION 1027+40
APPROX. EBID ROW 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: 2026-078

License Number: 2026-L-057

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MAY 13, 2026

To: MAY 13, 2036

Month Day Year

Licensee (Name and address)

SWC TELESOLUTIONS, INC dba ETHOS BROADBAND SOW

5901 J WYOMING BLVD NE #266

ALBUQUERQUE, NM 87109

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

TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING THE COLORADO SPUR DRAIN AT APPROXIMATE STATION 11+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 SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 8 TOWNSHIP 19 SOUTH, RANGE 3 WEST, 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

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: MAY 13, 2026

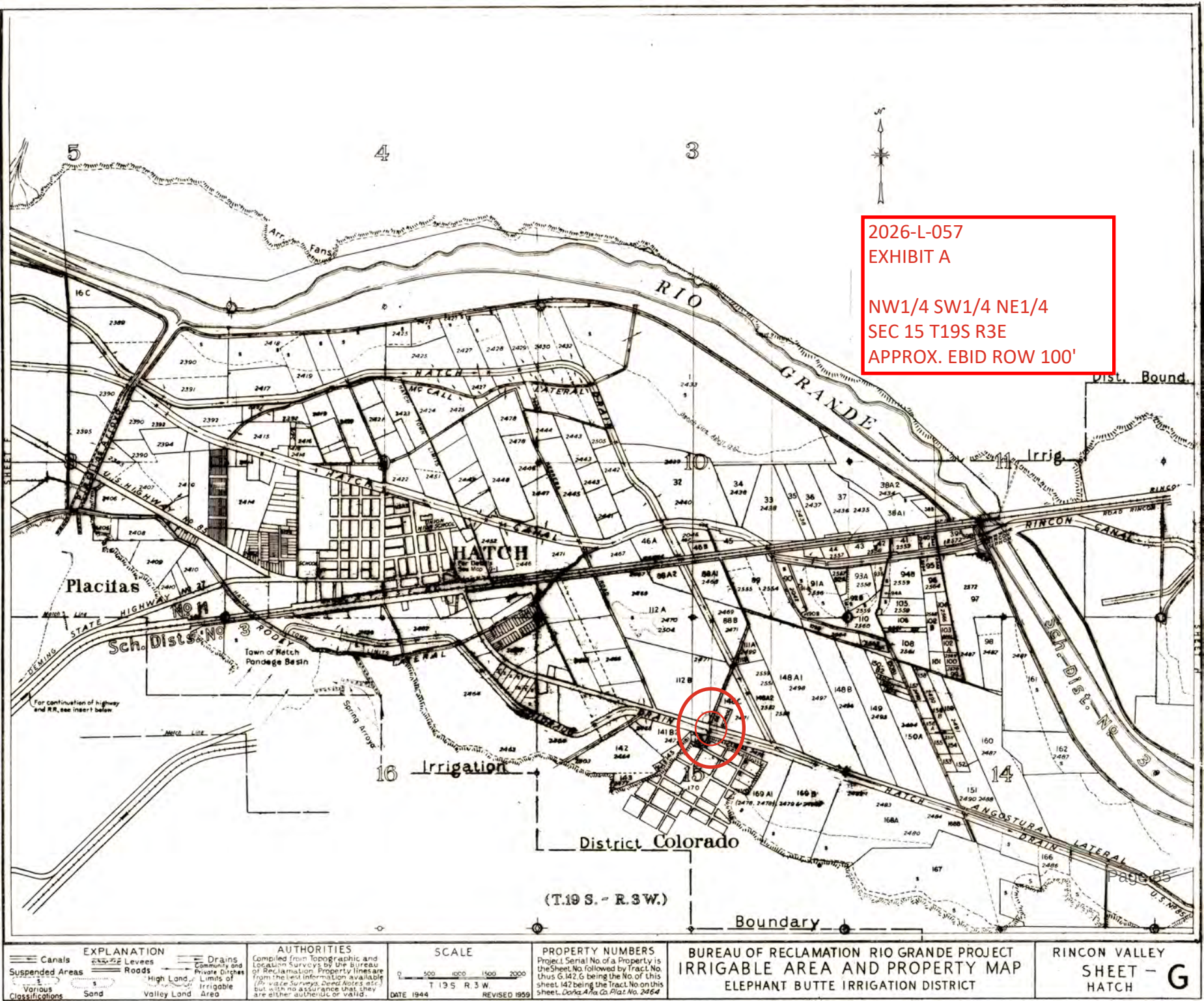
Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer

2026-L-057
EXHIBIT A

NW1/4 SW1/4 NE1/4
SEC 15 T19S R3E
APPROX. EBID ROW 100'



EXPLANATION	
Canals	Drains
Suspended Areas	Levees
Various Classifications	Community and Private Ditches
	High Land
	Valley Land
	Irrigable Area

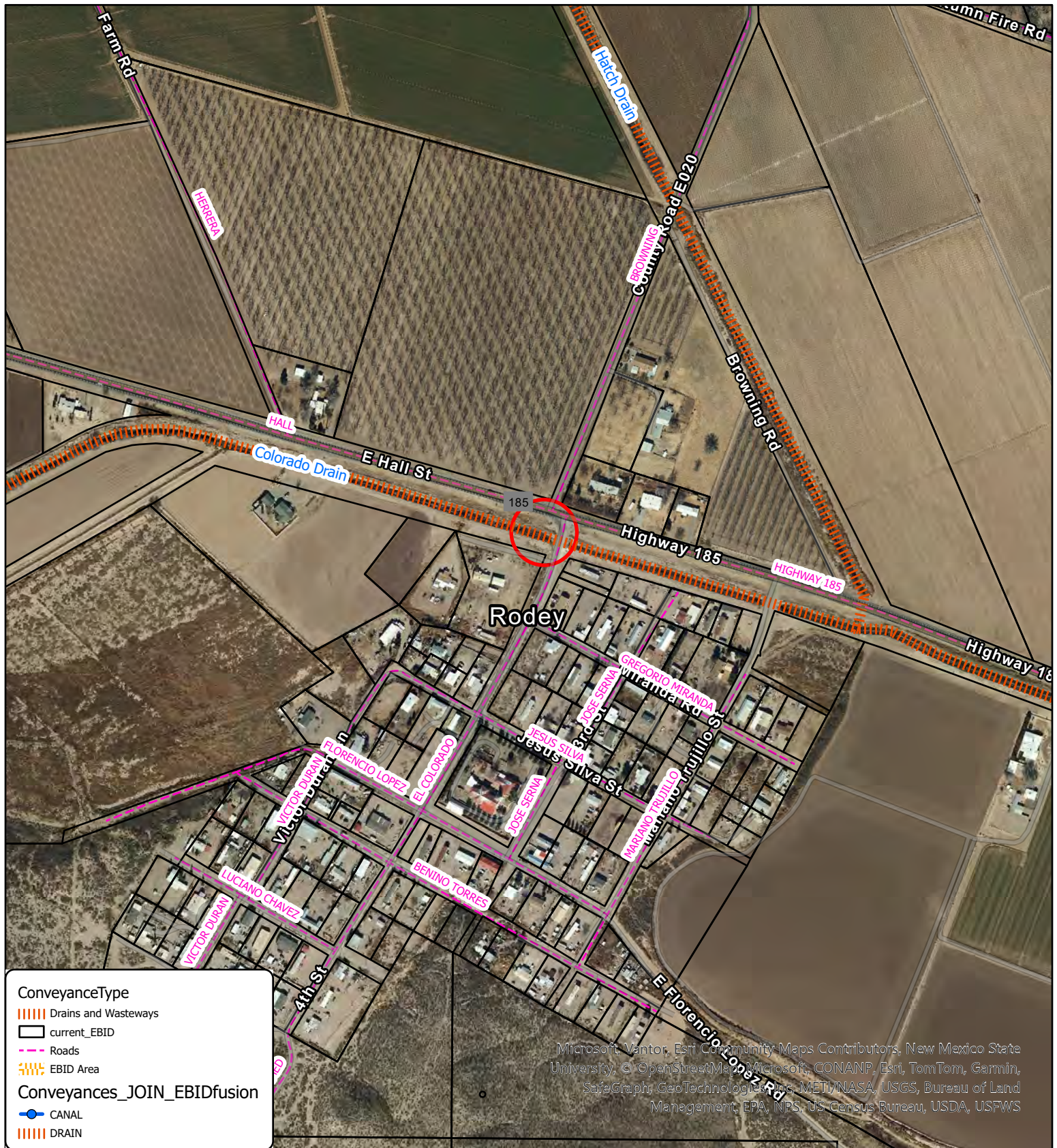
AUTHORITIES
Compiled from Topographic and Location Surveys by the Bureau of Reclamation. Property lines are from the best information available (Private Surveys, Deed Notes, etc.) but with no assurance that they are either authentic or valid.

SCALE
0 500 1000 1500 2000
T 19 S R 3 W
DATE 1944 REVISED 1959

PROPERTY NUMBERS
Project Serial No. of a Property is the Sheet No. followed by Tract No. thus 6.142.6 being the No. of this sheet 142 being the Tract No. on this sheet. Dona Ana Co. Plat No. 2464

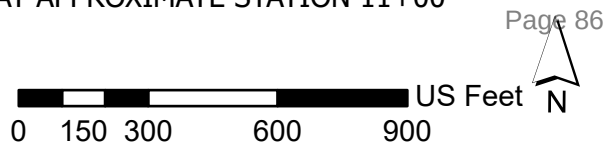
**BUREAU OF RECLAMATION RIO GRANDE PROJECT
IRRIGABLE AREA AND PROPERTY MAP
ELEPHANT BUTTE IRRIGATION DISTRICT**

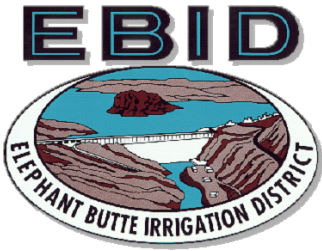
**RINCON VALLEY
SHEET - G
HATCH**



2026-L-057
EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE
CROSSING THE COLORADO SPUR DRAIN AT APPROXIMATE STATION 11+00
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: 2026-079

License Number: 2026-L-058

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MAY 13, 2026

To: MAY 13, 2036

Month Day Year

Licensee (Name and address)

SWC TELESOLUTIONS, INC dba ETHOS BROADBAND SOW

5901 J WYOMING BLVD NE #266

ALBUQUERQUE, NM 87109

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

TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING THE COLORADO SPUR DRAIN AT APPROXIMATE STATION 71+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 ¼ OF NW ¼ OF THE NE ¼ OF SECTION 16 TOWNSHIP 19 SOUTH, RANGE 3 WEST, 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

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: MAY 13, 2026

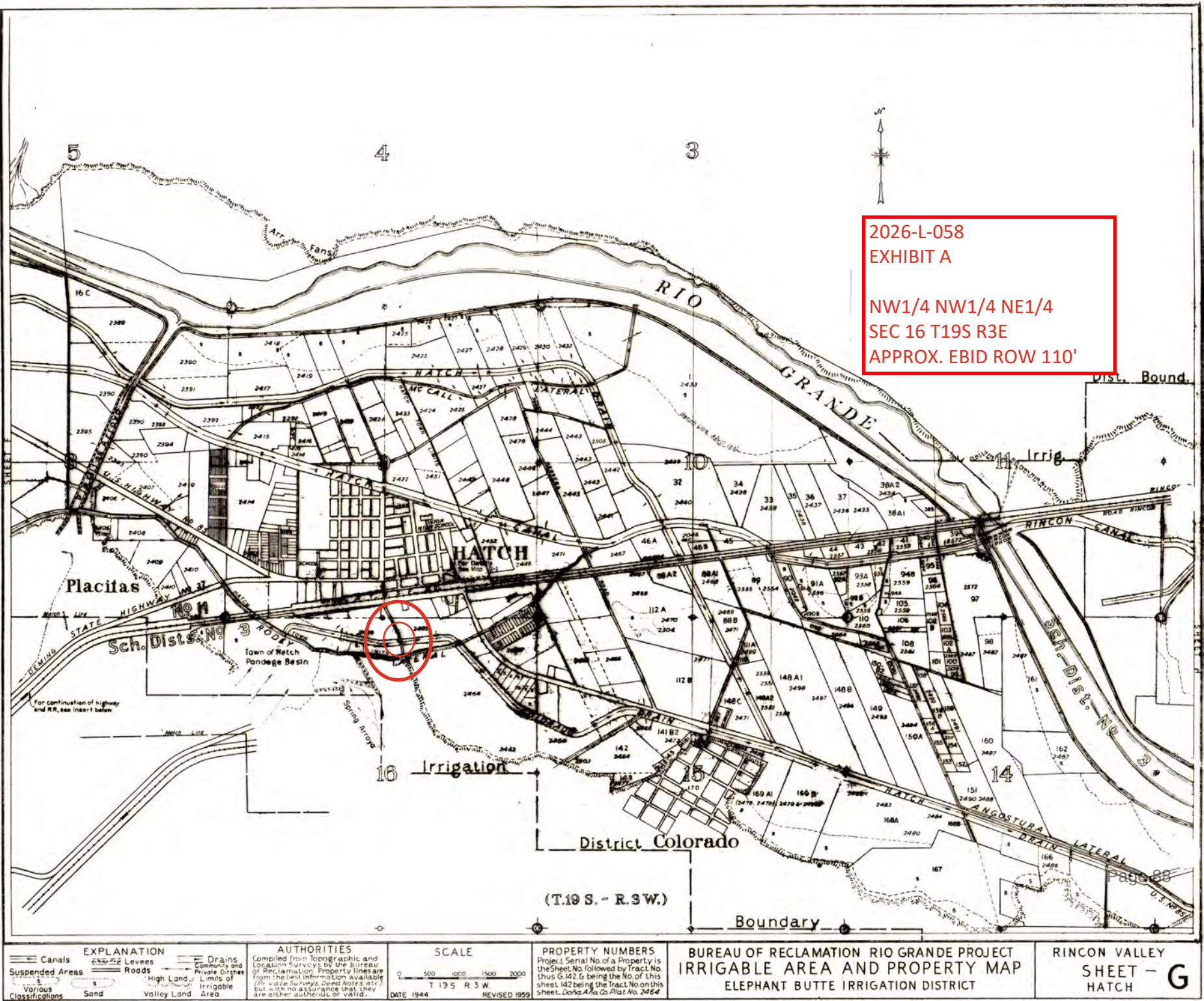
Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer

2026-L-058
EXHIBIT A

NW1/4 NW1/4 NE1/4
SEC 16 T19S R3E
APPROX. EBID ROW 110'



EXPLANATION	
Canals	Drains
Suspended Areas	Levees
Various Classifications	Roads
	High Land
	Valley Land
	Community and Private Ditches
	Limits of Irrigable Area

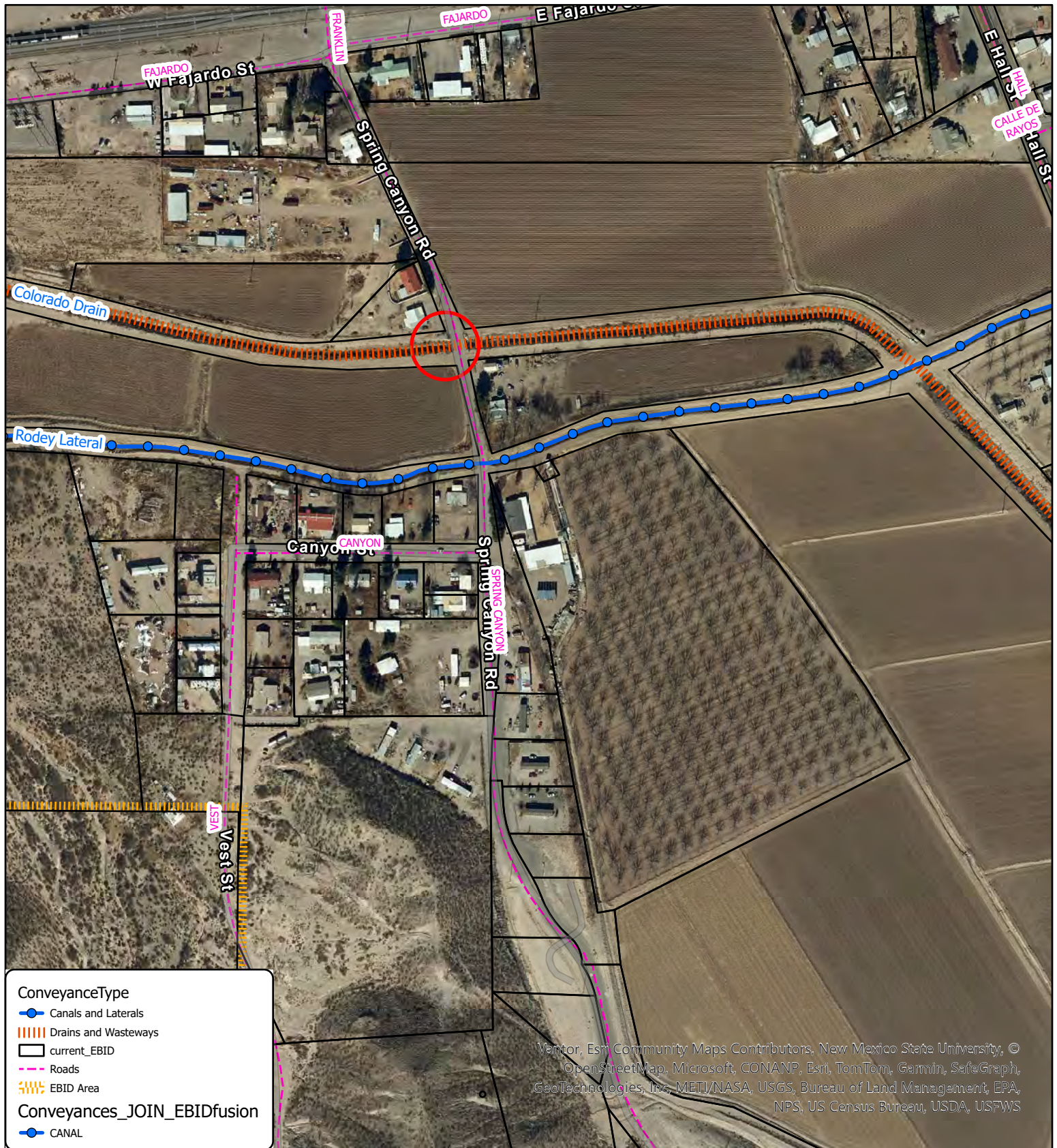
AUTHORITIES
Compiled from Topographic and Location Surveys by the Bureau of Reclamation. Property lines are from the best information available (for value surveys, deed notes etc.) but with no assurance that they are either authentic or valid.

SCALE
0 500 1000 1500 2000
T 19 S R 3 W
DATE 1944 REVISED 1959

PROPERTY NUMBERS
Project Serial No. of a Property is the Sheet No. followed by Tract No. thus 6.142 G being the No. of this sheet 142 being the Tract No. on this sheet. Dona Ana Co. Plat No. 2464

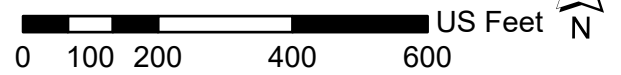
**BUREAU OF RECLAMATION RIO GRANDE PROJECT
IRRIGABLE AREA AND PROPERTY MAP
ELEPHANT BUTTE IRRIGATION DISTRICT**

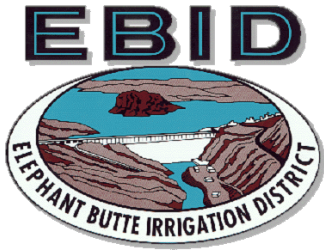
**RINCON VALLEY
SHEET - G
HATCH**



2026-L-058
EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE
CROSSING THE COLORADO SPUR DRAIN AT APPROXIMATE STATION 71+00
APPROX. EBID ROW 110'





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: 2026-080

License Number: 2026-L-059

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MAY 13, 2026

To: MAY 13, 2036

Month Day Year

Licensee (Name and address)

SWC TELESOLUTIONS, INC dba ETHOS BROADBAND SOW

5901 J WYOMING BLVD NE #266

ALBUQUERQUE, NM 87109

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

TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING THE RODEY LATERAL AT APPROXIMATE STATION 135+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 SW ¼ OF NE ¼ OF THE SE ¼ OF SECTION 8 TOWNSHIP 19 SOUTH, RANGE 3 WEST, 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

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

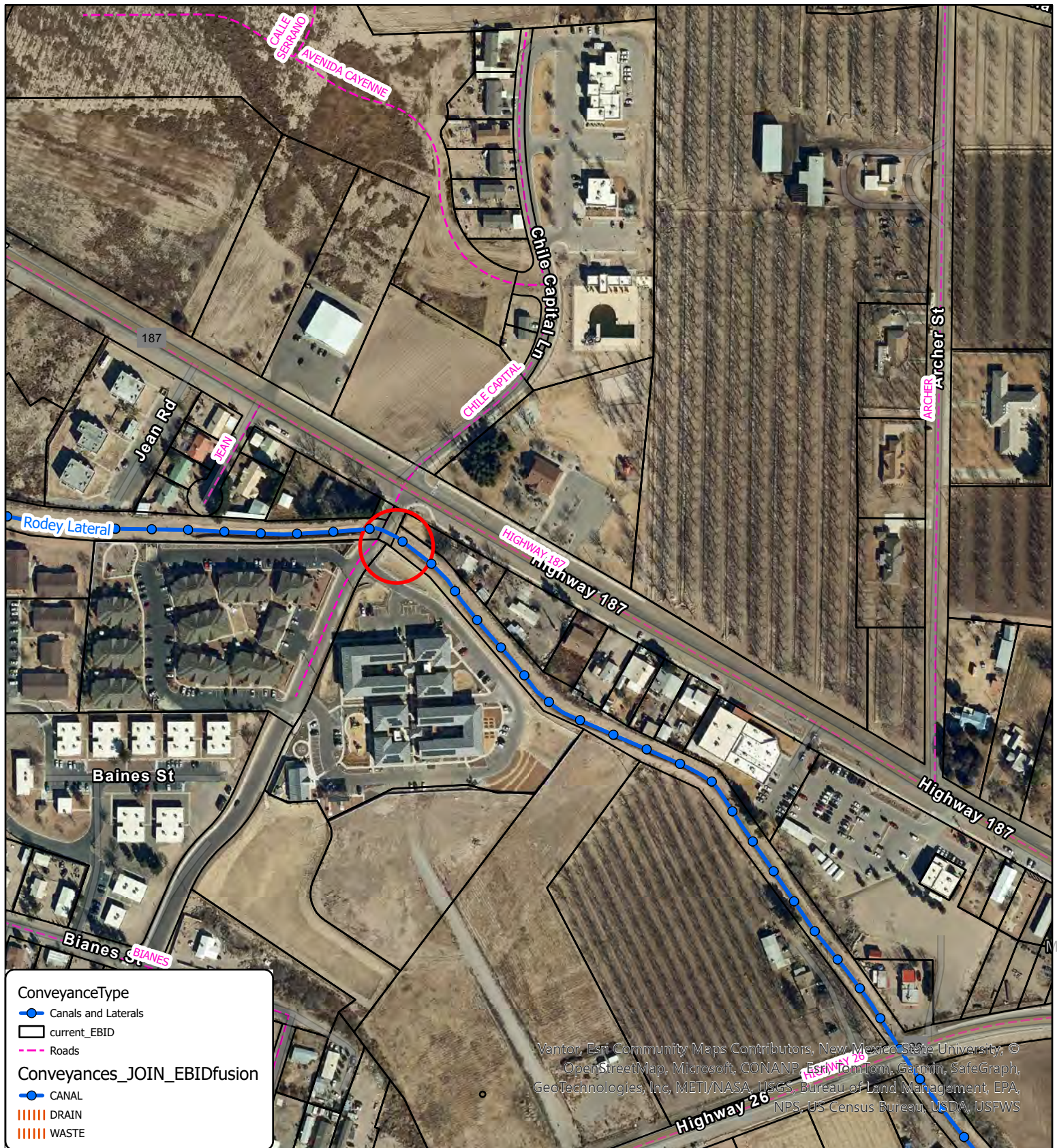
****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: MAY 13, 2026

Approved by EBID Board of Directors

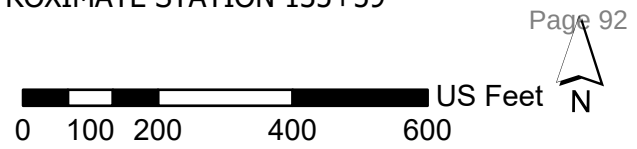
SIGNATURE/DATE:

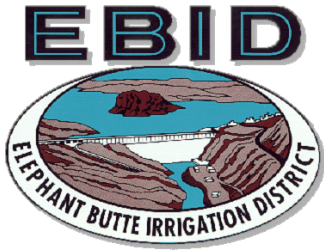
Approved by EBID Engineer



2026-L-059
EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE
CROSSING THE RODEY LATERAL AT APPROXIMATE STATION 135+59
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: 2026-081

License Number: 2026-L-060

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MAY 13, 2026

To: MAY 13, 2036

Month Day Year

Licensee (Name and address)

SWC TELESOLUTIONS, INC dba ETHOS BROADBAND SOW

5901 J WYOMING BLVD NE #266

ALBUQUERQUE, NM 87109

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

TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING THE RODEY LATERAL AT APPROXIMATE STATION 139+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 NW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 8 TOWNSHIP 19 SOUTH, RANGE 3 WEST, 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

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: MAY 13, 2026

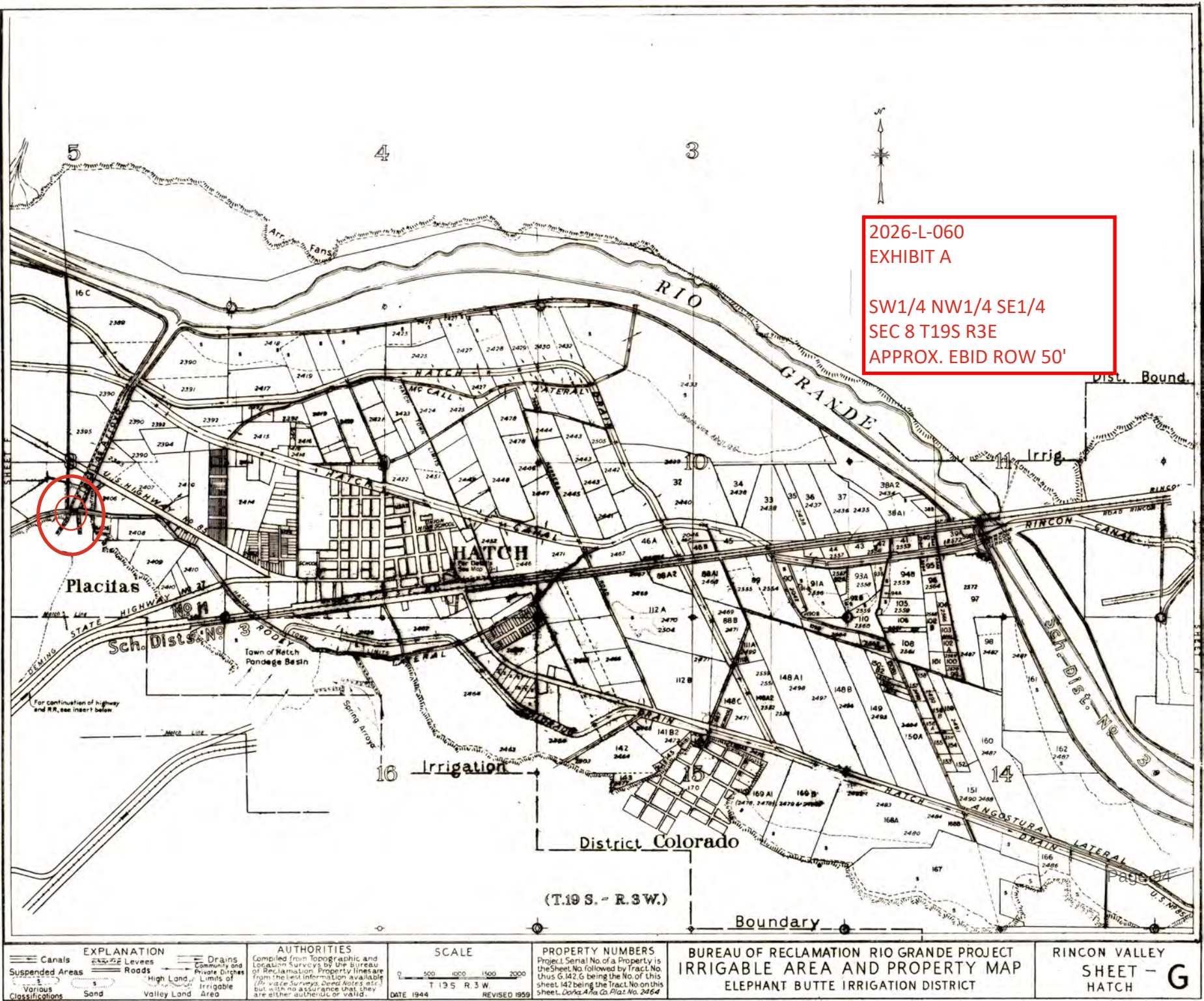
Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer

2026-L-060
EXHIBIT A

SW1/4 NW1/4 SE1/4
SEC 8 T19S R3E
APPROX. EBID ROW 50'



EXPLANATION	
Canals	Levees
Suspended Areas	Roads
Various Classifications	High Land
	Valley Land
	Drains
	Community and Private Ditches
	Limits of Irrigable Area

AUTHORITIES
Compiled from Topographic and Location Surveys by the Bureau of Reclamation. Property lines are from the best information available (for a survey, deed notes, etc.) but with no assurance that they are either authentic or valid.

SCALE
0 500 1000 1500 2000
T 19 S R 3 W
DATE 1944 REVISED 1959

PROPERTY NUMBERS
Project Serial No. of a Property is the Sheet No. followed by Tract No. thus 6.142.6 being the No. of this sheet 142 being the Tract No. on this sheet. Dona Ana Co. Plat No. 2464

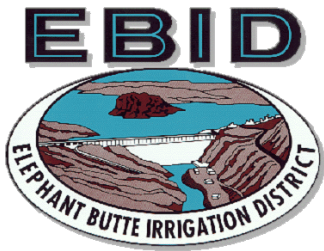
**BUREAU OF RECLAMATION RIO GRANDE PROJECT
IRRIGABLE AREA AND PROPERTY MAP
ELEPHANT BUTTE IRRIGATION DISTRICT**

**RINCON VALLEY
SHEET - G
HATCH**



2026-L-060
EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE
CROSSING THE RODEY LATERAL AT APPROXIMATE STATION 139+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: 2026-084

License Number: 2026-L-063

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: MAY 13, 2026

To: MAY 13, 2036

Month Day Year

Licensee (Name and address)

EL PASO ELECTRIC COMPANY

P.O. BOX 982

EL PASO, TX 79960

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

TO RECONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL ELECTRICAL 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, 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 28 FEET**

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

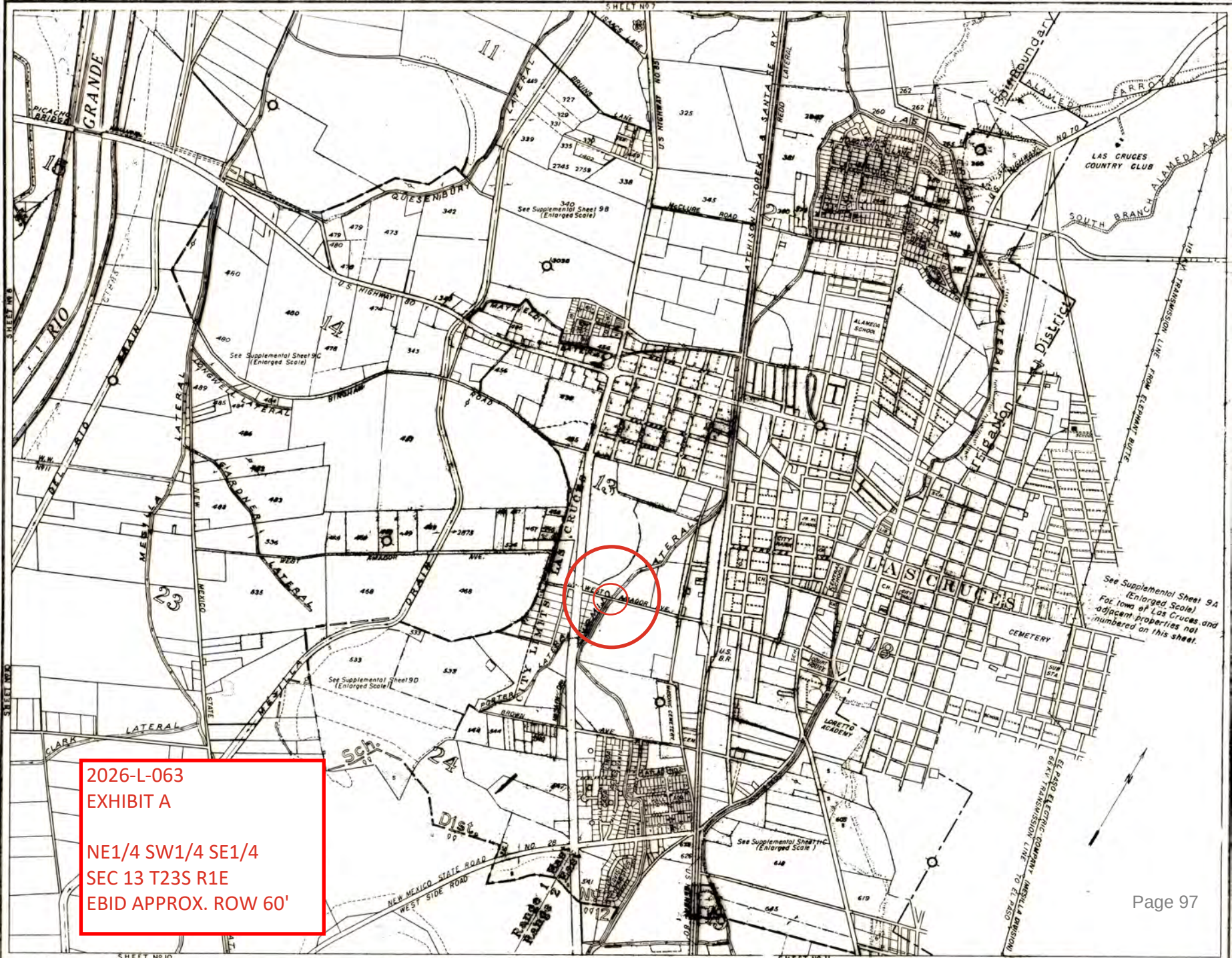
****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: MAY 13, 2026

Approved by EBID Board of Directors

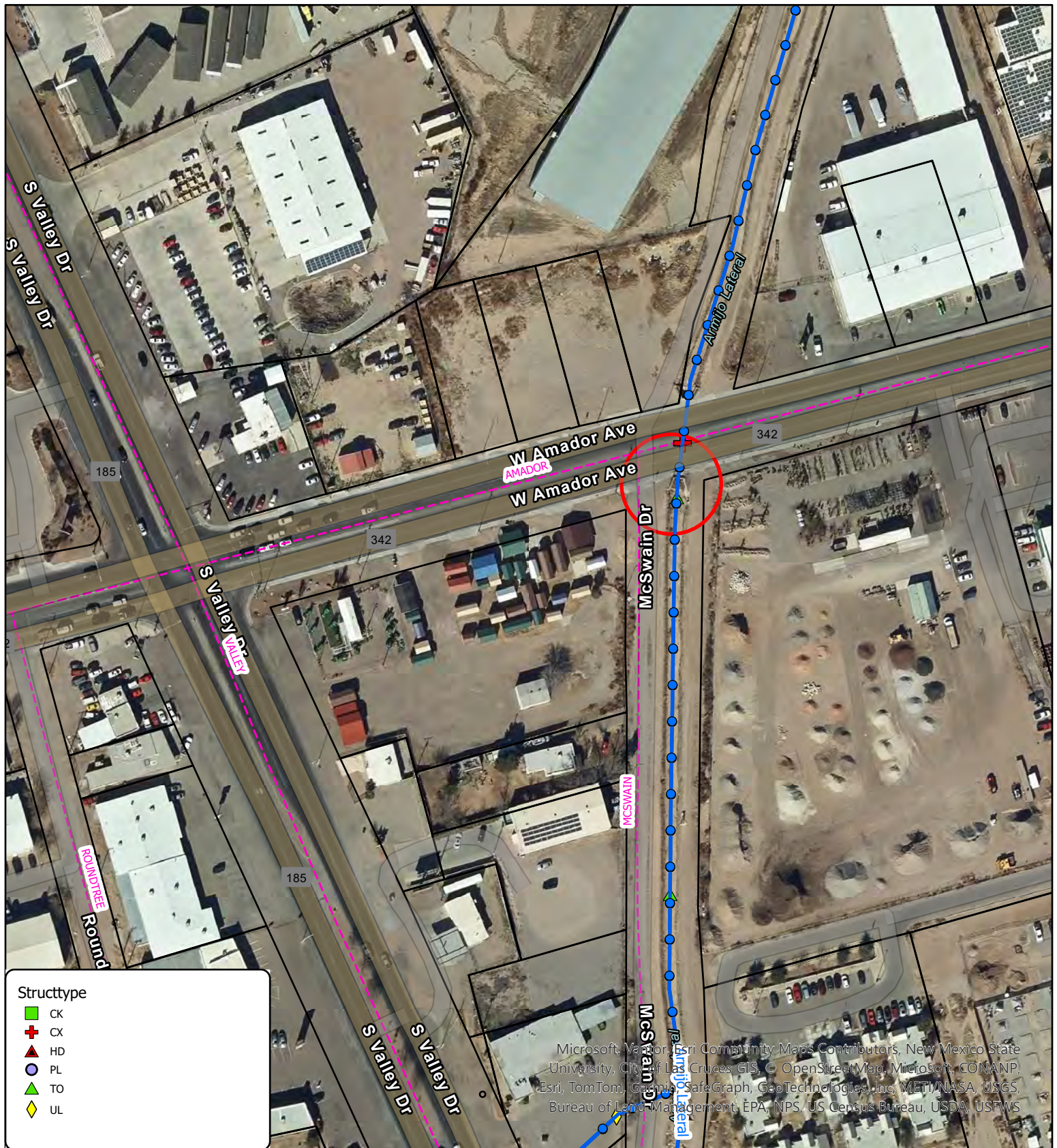
SIGNATURE/DATE:

Approved by EBID Engineer



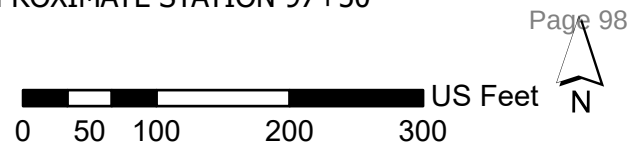
2026-L-063
EXHIBIT A

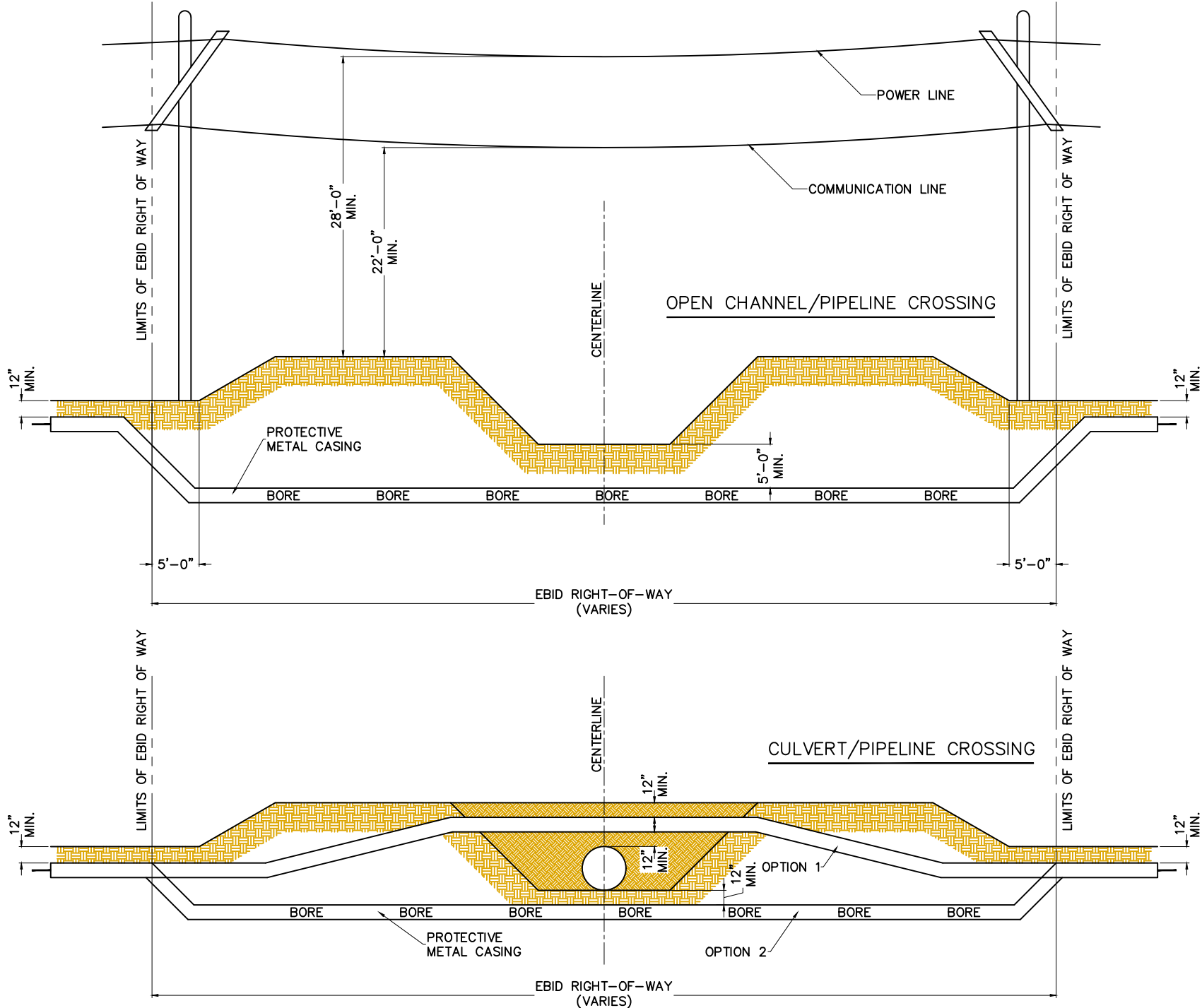
NE1/4 SW1/4 SE1/4
SEC 13 T23S R1E
EBID APPROX. ROW 60'



2026-L-084
EXHIBIT B

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





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.

ELEPHANT BUTTE IRRIGATION DISTRICT

Page 99
D

SHEET 1 OF 1

REVISIONS

DATE

REMARKS

UTILITIES CROSSING TYPICAL EBID FACILITIES DETAILS

ENG. JOB #

TYPICAL DRAWINGS (PERMITS).dwg

DESIGNED H. MAGALLANEZ

DRAWN J.M. Morales

ORG. DATE APRIL 5, 2011

REV. DATE MARCH 11, 2026



1988-ENG6

POLICY SUBJECT: INSTALLATION OF GATE(S) ON THE RIGHT OF WAY OF IRRIGATION AND DRAINAGE FACILITIES WITHIN THE ELEPHANT BUTTE IRRIGATION DISTRICT.

DATE APPROVED: MARCH 2, 1988

PURPOSE:

To provide an acceptable gate(s) on canal, laterals, and drains to protect the safety and welfare of the farming community and the facilities of Elephant Butte Irrigation District.

POLICY SEC I **INSTALLATION**

- A. Final gate location shall be selected by the District.
- B. All lockable gates will be locked with lock provided by the District.
- C. Gate may be subject to opening or closing by District employees at any time.
- D. District will not be held liable for damage to private property associated with the use of gate.
- E. Permit for installation of approved gate shall be issued for a period not to exceed ten (10) years. Permit subject to renewal.

POLICY SEC II **DESIGN STANDARDS**

- A. Requester shall submit design and location map to the District Engineers and shall meet the minimum requirement as per Standard Drawing (SD-87-4).
- B. Shall have a minimum 12.0' gate opening for gates placed on canals and laterals and a 24.0' gate opening for gates placed on drains.
- C. Cable or barbed wire gates shall be prohibited.
- D. Any substitute shall require prior approval by the District.

POLICY SEC III **REPAIR/REPLACEMENT**

Existing gates that have been determined to be unsatisfactory or hamper the operation of the District, shall be replaced with a suitable gate as established by this policy.

Cost of repair or replacement shall be determined as per Section 5.

SECTION IV: REMOVAL OF GATE

- A. Gate that has been determined to be unsatisfactory or hamper the operation of the District shall be removed by District Board action if:
 - 1. Ownership cannot be established within 60 days.
 - 2. Ownership is established and corrective measures are not effective within 30 days after notification by the District.
 - 3. Existing non-compliance gates on canal, laterals, and drains have ten years to comply as outlined by this policy.

SECTION V: EXPENSES

- A. All costs for gate shall be sole responsibility of property owner(s).
- B. For multiple owners, the cost breakdown shall be equally distributed.
- C. Landowner will absorb all costs associated for licensing and permits.

SECTION VI: HARVEST GATES/LIVESTOCK GATES

- A. Shall be allowed on the Right-of-Way of irrigation and drainage facilities within the Elephant Butte Irrigation District on a seasonal basis to protect the safety and welfare of the farming community.
 - 1. INSTALLATION
 - A. Final gate location shall be selected by the District.
 - B. All lockable gates will be locked with lock provided by the District.
 - C. Gate may be subject to opening or closing by District employees at any time.
 - D. District will not be held liable for damage to private property associated with the use of gate.
 - 2. DESIGN STANDARD
 - A. Requester shall submit design and location map to the District Engineers and shall meet the minimum requirement as per Standard Drawing (SD-87-4)

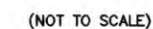
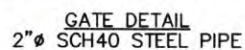
- B. "Shall have minimum 12.0' gate opening for gates placed on canals and laterals and 24.0' gate opening on gates placed on drains".

3. REPAIR AND REPLACEMENT

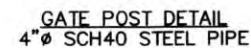
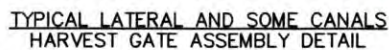
- A. Existing gates that have been determined to be unsatisfactory or hamper the operation of the District shall be replaced with a suitable gate as established by this policy.
- B. Cost in repair or replacement shall be determined as per Section 5.

4. REMOVAL OF GATE

- A. Ownership cannot be established within 60 days.
- B. Ownership cannot be established and corrective measures are not effective within thirty days after notification by the District.
- C. Gate shall be removed and/or security left open once harvest has been completed.



HINGE DETAIL
1" STEEL PLATE



HG1

ELEPHANT BUTTE IRRIGATION DISTRICT

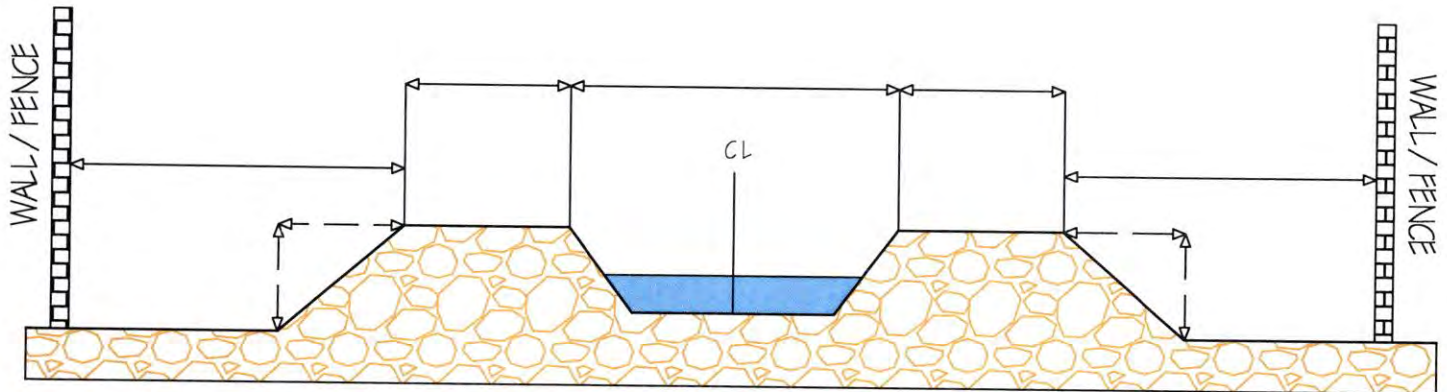
LEASBURG MAIN
NEW HARVEST GATES
AT RANCHO ALGODONES RD
GATE #13

DWG FILE:	HARVEST GATES FOR PERMITS.DWG		
ENG. JOB#	----	MAINT.#	----
DESIGNED:	Z. LIBBIN	TASK #	----
DRAWN:	GREG BUSTILLOS	APPROVED:	
LAYOUT:	HARVEST GATE STD 13FT		
PRINT DATE:	10/31/22		

HARVEST GATE PRELIMINARY DESIGN MEASUREMENTS WORKSHEET

ELPHANT BUTTE IRRIGATION DISTRICT

ENGINEERING DEPARTMENT



* ALL MEASUREMENTS TO A TENTH OF A FOOT

LATERAL / DRAIN NAME: _____

STATION: _____

ENGINEERING JOB NUMBER: _____

LICENSE NUMBER: _____

R.O.W. WIDTH: _____

(ATTACH R.O.W. IF POSSIBLE)

NOTES/ COMMENTS:

NAME(S) OF FIELD CREW : _____

DATE _____





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.

Page 107

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.

**PROCEDURE FOR THE EBID BOARD OF DIRECTORS
WHEN SITTING AS A BOARD TO HEAR A
SUSPENSION AND TRANSFER APPLICATION(S)
2026-S&T-05 May 13, 2026**

I. Call to Order and Roll Call.

II. Announcement of purpose of meeting.

Chairman:

The Board is convened to act upon applications by landowners in the District to transfer water rights appurtenant to lands within the District which are not suitable for irrigation or capable of being properly irrigated to other lands within the District. These applications are filed under Section 73-13-4 of the New Mexico Statutes. This Board will decide if, within their judgment, the other lands within the District may be profitably and advantageously irrigated.

III. Application and Publication.

Chairman.

The applicants are identified as listed on Exhibit A.

The applicants were required to publish notice in any newspaper published within Dona Ana County of EBID taking action to consider a resolution allowing the transfer. The publication should have listed the time and place of this meeting, listed the action to be taken by this Board, listed a description of the move to and move from lands, and listed the reason for the requested transfer.

Questions of Staff:

Does Staff have a copy of the Notice of Publication?

Were all the required points in the publication?

Was the last publication date made prior to this hearing?

If so, continue with the hearing.

IV. Testimony.

Chairman:

We will now proceed with presentation by Staff. After that, the Board members can ask questions of the Staff.

Staff makes a presentation:

1. The Staff is to discuss why the move from land is not suitable for irrigation or capable of being properly irrigated. Examples: land is going into subdivision and no provision will be made to provide access to water, problems with the soil, problems with accessing water, etc.
2. The Staff is to specifically address the condition of the move to lands. The Staff should discuss their inspection of the move to lands which includes where it is in the system and the ability of the system to get water to the property. They should also discuss engineering criteria looked at such as soil type, elevation, drainage, etc.

3. The Staff should end their presentation with a recommendation for approval or disapproval.
4. Questions by the Board members.

Chairman:

At this point in time, the Board will take evidence and testimony from the applicants or their representatives, or any person(s) who are here to protest the applications.

We will proceed with any presentation by the Applicants. After that, the Board members and EBID Staff can ask questions of the applicants. Would the applicants or their representatives introduce themselves?

Applicant(s) speak.

Questions by the Board members.

Questions from EBID Staff.

Are there any Protestants who wish to speak? If so, please identify yourselves for the record.

Protestant(s) speak.

Questions by the Board members.

Questions from EBID Staff.

Chairman:

Are there any other comments?

V. Resolution by the Board of Directors.

Chairman:

The Chair will now entertain a Motion to have a Resolution to approve or disapprove the applications. Need Motion, Second, Vote.

Chairman:

I will ask that the Resolution be formalized as called for by Section 73-13-5 of the New Mexico Statutes, and that the Secretary of the Board immediately certify and file with the State Engineer a true copy of the Resolution and action of the Board.

If there are any Protestants who disagrees with the action of the Board, you may appeal this decision directly to the District Court as provided under Section 73-13-4 of the New Mexico Statutes.

VI. Adjournment.

Chairman:

The Chair will entertain a motion to adjourn the Board sitting to hear the applications.

RESOLUTION 2026-S&T-005

WATER TRANSFER HEARING

May 13, 2026

WHEREAS, the Applicants, as identified in Exhibit A as landowners within the boundaries of the Elephant Butte Irrigation District (District) have applied to the District for the suspension of water rights appurtenant to land within EBID which are no longer suitable for irrigation or capable of being properly irrigated to later be transferred by EBID to other lands within EBID under Section 73-13-4 New Mexico Statutes Annotated, and

WHEREAS, EBID properly published notice of this action to be taken, and

WHEREAS, the District held a hearing on the applications on the 13th day of May 2026 and approved the suspension and transfer to EBID owned property and no protest was received, and

WHEREAS, it is in the best interest of the District to approve these transfers and/or reclassifications per EBID Policy 2003-ENG12.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Elephant Butte Irrigation District, that the Manager is authorized to transfer project water rights as allowed by Section 73-13-4 NMSA under the name of the Applicants from the lands currently carried on the District assessment rolls as identified in Exhibit A as "Move From Land" for a total of 10.81 acres to EBID owned property.

SUBJECT TO subsequent action and revision that may be taken by the District upon completion by the applicant of transfer of the project water rights with the stream adjudication court and further proceedings before the State Engineer with respect to the request to transfer and/or reclassification of groundwater rights from the Move From Land.

DATED this 13th day of May 2026.

Rafael Roviroso, President

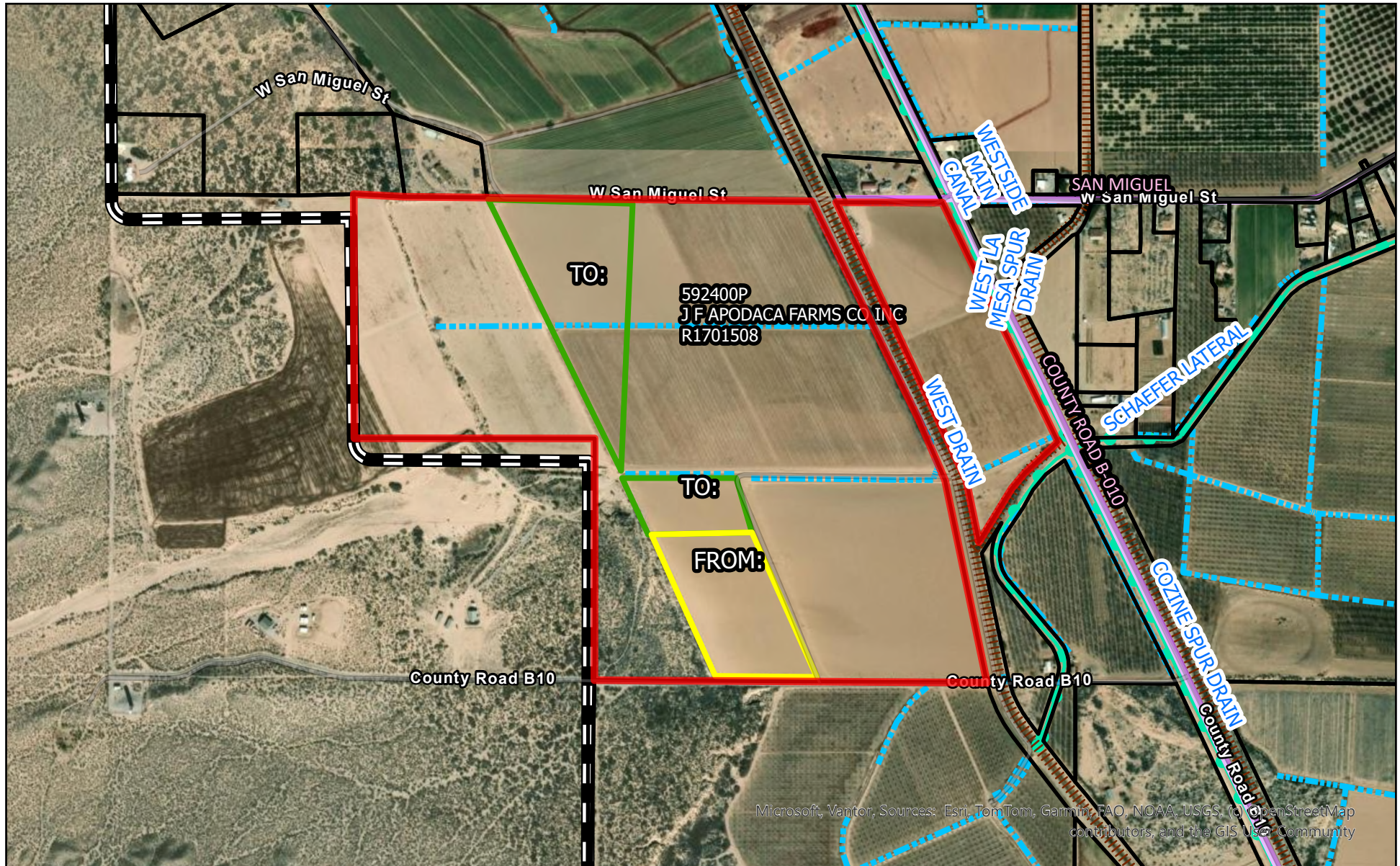
Randy Garay, Secretary

Exhibit A
Elephant Butte Irrigation District

WATER RIGHT "SUSPENSION FROM /TRANSFER TO PARCEL TRANSFER ON BOARD AGENDA: May 13, 2026							
MOVE FROM:					MOVE TO:		PAGE 1
TRANSFER#	NAME	MAP-SERIAL	PARCEL	ACRES	NAME	MAP-SERIAL	PARCEL
2026-WT-004	J F Apodaca Farms Co	20-35B1	592400P	10.81	J F Apodaca Farms Co	20-35B1 NWpt	592400P
TOTAL ACRES PAGE 1				10.81			

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

2026-WT-004 J F Apodaca Farms Co In Parcel Transfer



FROM: J F Apodaca Farms Co
Transfer WRA - 10.81
Total WRA Remain the same - 100.21

TO: J F Apodaca Farms Co
In Parcel Transfer - 10.81
Total WRA Remain the same - 100.21

