



Regular Board of Directors Meeting

Wednesday, August 12, 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. Government Affairs Committee**
- 8. Water Resources Committee**

WATER RESOURCE REPORT

9:30 - 10:00 AM

9. Water Resource

P. King / J. Narvaez

a. Weather/Runoff Forecast

STAFF REPORT

10:00 - 10:30 AM

10. General & Administrative

J. Franzoy / L. Diaz

a. Financial Report

11. Manager's Update

J. Smith

Discussion: Unauthorized Disposal of Waste in District Facilities

12. Calendar of Events

J. Smith

- Tortugas Site 1 Dam - Public Alternatives Finalization Meeting: August 20, 2026 at 6:00 PM, EBID Office, Las Cruces, NM
- Interim Committee Meeting, Socorro, NM: August 31 - September 1, 2026 (request travel approval in Consent Agenda)
- Coalition of Rio Grande Water Users (CRGWU) Conference: September 16-18, 2026, Santa Ana Pueblo, NM (travel previously approved - registration closes 8/25/26)
- Legislative Finance Committee Field Trip: September 22-24, 2026, Las Cruces, NM
- NM Water Law Conference: October 8-9, 2026, Santa Fe, NM (request travel approval in Consent Agenda)
- ISC Tour: October 14-16, 2026, Las Cruces, NM
- ISC Open House: Week of October 26, 2026 in Hatch, Las Cruces, and Anthony
- National Water Resources Association (NWRA) Annual Conference and Leadership Forum: November 2-5, 2026, Coronado, CA (request travel approval in Consent Agenda)

13. HR/Safety Update

D. Maciel / J. Smith

14. Engineering/Maintenance

A. Rubio

a. Maintenance/Projects Update

CONSENT AGENDA

The Board will be asked to approve by one motion the following items of recurring or routine business:
10:30 - 10:40 AM

15. Approval of Consent Agenda

S. Gamboa - There are 50 July/August ROU licenses. EBID Engineering recommends approval of all.

Approval of the following:

- City of Las Cruces - 1 (renewal) existing buried electrical conduit pipe crossing the Mesilla Lateral

- City of Las Cruces - 1 (renewal) existing bridge crossing the Mesilla Lateral
- City of Las Cruces - 12 (renewals) existing buried water pipes crossing multiple EBID ROW's
- City of Las Cruces - 11 (renewals) existing buried gas lines crossing multiple EBID ROW's
- City of Las Cruces - 14 (renewals) existing buried sewer pipes crossing multiple EBID ROW's
- Black Mesa Pecan Farm / David Salopek - 5 existing culverts crossing multiple EBID ROW's (requesting land use fee waivers due to agriculture use)
- Lower Rio Grande Public WW - 1 new buried water line crossing the Angostura Lateral
- Comcast of New Mexico - 5 new aerial fiber optic lines crossing multiple EBID ROW's

J. Smith - Recommends approval of all.

- Retroactive Approval of travel to Washington, DC to meet regarding IBWC Funding: July 21-23, 2026 for one (1) Board Member and one (1) Staff.
- Approval of travel to Socorro, NM for Interim Committee Meeting: August 31 - September 1, 2026 for two (2) Board Members and one (1) Staff to include all actual expenses.
- Approval of travel to NM Water Law Conference: October 8-9, 2026, Santa Fe, NM for two (2) Board Members, two (2) Staff, and two (2) Consultants to include all actual expenses.
- Approval of travel to National Water Resources Association (NWRA) Annual Conference and Leadership Forum: November 2-5, 2026, Coronado, CA for four (4) Board Members and two (2) Staff to include all actual expenses.

OPEN SESSION SUSPENSION AND TRANSFER HEARING

10:40 - 10:50 AM

16. Voluntary/Involuntarily Suspension and Transfer

A. Carlson

Approval of Resolution 2026-S&T-008 / Total 2.60 Acres

(2026-WT-009: Move 1.13 Acres from Patricia Ann Smith to Nelson F & Carolyn Clayshulte)

(2026-WT-010: Move 1.47 Acres from Shane H Wallace, Tamara J Teal & Kristy M Aragon to Salopek 6U Farms Inc)

CLOSED SESSION

10:50 AM - 12:00 PM

17. Legal Update

- Texas v. NM (USSC)**
- Adjudication Issues**
- PRC El Paso Electric Rate Increase**
- WQCC Surface Water Rule Making**
- NM v US CV691**
- Other Threatened/Pending Litigation**
- 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 08/07/2026 at 11:13 AM

ELEPHANT BUTTE IRRIGATION DISTRICT
BOARD OF DIRECTORS' MEETING
July 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, July 8, 2026. The meeting was called to order by Board President Rafael Rovirosa. Board members present were Randy Garay, Casey Crist (arrived at 9:05), Rafael Rovirosa, Greg Daviet, James Sloan, John Clayshulte Jr., Prescott Colquitt III (virtual), and Henry Ludwig. Director Preston Tharp was absent.

The Invocation was given by Director Clayshulte Jr., followed by the Pledge of Allegiance led by Secretary Garay.

EBID personnel present were: Josh Smith, Treasurer-Manager; Joah Franzoy, Chief Financial Officer; David Lutz, Legal Counsel; Marilyn Crawford, Executive Assistant; James Narvaez, Director of Irrigation Systems (virtual); Leah Diaz, Finance Director (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); Pete Domenici, Legal Counsel (virtual); Skye Devore, Lobbyist (virtual); Tammie Deon, Administrative Assistant (virtual) and Dr. Phil King (virtual).

EBID guests present were: Michael Riley, OSE; Ryan Serrano, NMISC; Alfred Perrault, OSE; Ismael Lopez, OSE. Virtual guests: Anthony Colin, NMDA; Sherryl Smith, OSE; Caitlyn Owens, NM OSE; Dana Hawkins, NMDA; Jerry Melendez, USBOR; and Christina Hernandez.

Public Input

Ryan Serrano provided an update on the cooperative funding agreement. He commended staff for the significant progress on dam and drain projects and the quality of reporting provided. He also noted that Director Sloan was recently featured in a Mainstream New Mexico article, *“Farming Through the Worst Drought in 1,200 Years,”* which will be shared on the EBID website.

Approval of Agenda

The agenda was approved as presented.

Approval of Minutes

Vice President Daviet moved, and the motion was seconded by Secretary Garay to approve the June 10, 2026, Board Meeting minutes. Directors Garay, Daviet, Sloan, Clayshulte Jr., and Ludwig voted in favor. The motion passed unanimously.

Committee Reports

Water Resources Committee – Secretary Garay reported that when the group met a draft policy regarding *tapancos* was developed and is expected to be presented for review at the next Board meeting. The Committee also commended staff and ditch riders for the smooth and efficient irrigation season, noting minimal issues and effective operations. Dr. King will provide additional details on the 2026 season later in his report.

Government Affairs Committee – Skye Devore reported that since the June Board meeting, the committee has completed all ICIP and DFA funding follow-up requirements and is preparing future Water Project Fund and Water Trust Board applications. Efforts are underway to advance previously awarded capital outlay funding, engage with interim legislative committees, and plan a September legislative tour. The committee also discussed federal and regional water advocacy related to sediment removal funding and is developing legislative position statements, with a first draft expected following the July 15 committee meeting.

Josh Smith reported that the committee provided IBWC project priorities to Texas Compact Commissioner Bobby Skov and has since been contacted by IBWC staff regarding potential next steps. Coordination is also underway with El Paso Water to support congressional advocacy efforts for additional IBWC funding to advance river channel maintenance and improvement projects.

Water Resources Update

Dr. King provided a water resources update. He reviewed the gauge data upstream of Elephant Butte most are dry or nearly dry; for example, Lobatos was at 10 cfs, Albuquerque at 0 cfs, and Escondida at 0 cfs. As of July 6, 2026, total project storage stands at 82,044 acre-feet (AF), with 60,057 AF in Elephant Butte and 21,987 AF in Caballo. Usable project storage was 72,824; 22,780 AF was not releasable. Rio Grande Compact credit was 5,400 AF, and San Juan-Chama was 3,820 AF. A total of 174,851 AF has been released from Caballo in 2026. Total seasonal supply was at 224,895 AF. Net inflow into Elephant Butte was at zero.

Dr. King reviewed the 2026 season thus far as of June 15, 2026:

Entity:	Charges, AF
EBID	34,675
EPCWID	15,410
Mexico	2,089
Total Charges	52,174
Caballo Release	94,972
DR	0.55

May 29: Initial release from Caballo Reservoir
June 1: Diversion at Arrey, Eastside, Westside begins
June 2: Leasburg diversion begins
June 30: Arrey, Leasburg cease diversions
July 1: Zero order for EBID, Eastside ceases diversion
July 2: EBID ceases diversion on Westside
July 21: Mexico ceases diversion
July 31: Caballo ceases release (est. 221,000 AF)

Dr. King reviewed historical Caballo/Elephant Butte Reservoir release data in conjunction with annual minimum combined storage conditions to evaluate the relative severity of release years. Based on this analysis, 2026 was identified as the fourth worst year on record for releases and minimum combined storage. He noted that water supply conditions for next year will depend heavily on inflows received during the upcoming monsoon season and subsequent snow season. He emphasized that current storage levels are the lowest seen in recent years and stated that future operational conditions will be determined largely by the amount of inflow received over the next several months.

The NOAA Climate Prediction Center projects above-average precipitation and temperatures for the July–September 2026 period. For October–December 2026, forecasts indicate above-average precipitation, while temperatures are expected to remain near average. Looking ahead to January–March 2027, the outlook calls for above-average precipitation and near-average temperatures. For April–June 2027, forecasts indicate near-average precipitation and above-average temperatures. El Niño conditions are present.

James Narvaez reported that preliminary end-of-season water use estimates are still being finalized and provided an overview of EBID operations for the 2026 irrigation season. He reviewed irrigated acreage demand throughout the season, noting that acres on demand were approximately 16,000 at the beginning of the season, increased to 20,000 during the first week of June, declined to approximately 13,000–15,000 acres in mid-June, and then peaked at over 22,000 acres around June 21. Demand then declined through the remainder of the month, ending the season at fewer

Introduction
Guests

Public
Input

Agenda
Approval

Minutes
Approval

Water
Resource
Committee

Government
Affairs
Committee

Water
Resources
Update

than 3,000 acres on demand at the end of June.

Mr. Narvaez also reported that during the flat-rate weekend, approximately 2,800 flat-rate acres received an estimated 1,400 acre-feet of water. He provided a June-to-date summary of irrigation deliveries, reporting that approximately 3,572 deliveries were made, serving 62,315 acres. Estimated delivery volume totaled 23,706 acre-feet (AF), with diversions of 52,810 AF, resulting in an overall delivery efficiency of approximately 45%. Efficiencies were estimated at 46% for Arrey, 36% for Leasburg, 46% for Eastside, and 54% for Westside.

Financial Report

Joah Franzoy presented the financial report, noting a total of \$10,051,098 held across investments and cash in the bank as of June 30, 2026. Uncommon large payments included \$886,752 for ISC equipment purchases, which is awaiting reimbursement. Uncommon large receipts included \$93,634 for ISC grant proceeds and \$471,660 for WRRRI grant proceeds. The interest rate for April was 3.66%. To date, 95% of assessments have been collected.

Financial
Report

In response to questions regarding the District's cash position, Mr. Franzoy explained that cash reserve needs depend on operating expenses, project funding obligations, grant reimbursement timelines, and long-term capital improvement needs. He stated that \$3 million in available cash would generally be sufficient for day-to-day operations under efficient reimbursement conditions, while higher reserve levels may be warranted to support project cost-sharing requirements, and future capital needs. Mr. Franzoy emphasized that reserve planning must also account for deferred maintenance and infrastructure projects and noted that he is developing long-range financial forecasts to better evaluate future cash requirements and assessment needs.

Manager's Update

Josh Smith commended District staff for their efforts during the 2026 irrigation season, noting that operations were completed with minimal issues despite the short and demanding season. He recognized the operations, maintenance, and metering teams for their contributions, highlighting ongoing dam rehabilitation projects at Lucero, Hammett, and Rodey Dams and their role in improving public safety and District infrastructure. Mr. Smith also reported on recent interviews regarding the Texas v. New Mexico settlement, noted his upcoming participation in a groundwater conference presentation focused on settlement-related issues, and mentioned receiving an invitation from the Consulate General of Israel to the Southwest to participate in a Water Innovation Delegation to Israel in November 2026.

Manger's
Update

Calendar of Events

Josh Smith presented the calendar of events:

- New Mexico Groundwater Conference: July 14-15, 2026, Albuquerque, NM
- NWRA 2026 Western Water Seminar: August 3-6, 2026, Boise Idaho
- Evapotranspiration for Irrigation Management Training Course: August 5-6, 2026, NMSU Campus, Las Cruces, NM
- LRGWA Meeting: August 6, 2026, at 9:00 AM, EBID Office, Las Cruces, NM
- Coalition of Rio Grande Water Users (CRGWU) Conference: September 16-18, 2026, Santa Ana Pueblo, NM

Calendar
of
Events

HR/Safety Update

Josh Smith provided an HR and Safety update, reporting a staff count of 82 employees. He noted two current vacancies, including an Equipment Operator position in the North and a position in the Purchasing Department. He also reported the hiring of a new Tax Department employee to replace Marty Lucero, who retired at the beginning of July.

HR/Safety
Update

Maintenance/Project Update

Alex Rubio provided an Engineering and Maintenance update on the District's Dam and Drain Maintenance Program. He reported that in-house work completed to date has an estimated outsourced value of approximately \$9.5 million, including the removal of approximately 192,000 cubic yards of sediment from dams and rehabilitation of nearly 86,000 linear feet of drains. Updates were provided on several completed and ongoing dam and drain projects. Board members discussed sediment reuse and regulatory oversight, and Mr. Rubio noted that removed material is reused for restoration and reconstruction efforts and that all dam work is performed in accordance with New Mexico Dam Safety Bureau requirements. An interactive project map and report will be made available on the District's website.

Maint/Proj
Update

Mr. Rubio reported on the successful resolution of a trespass and illegal occupancy issue on District property near Tortugas Dam. Following reports of explosions in the area, law enforcement executed a search warrant, discovered explosive materials, and arrested the individual involved. The District completed the necessary legal actions to confirm ownership of the property and obtain an eviction order. Staff reported that the site has been largely cleared, and the area will be inspected by the bomb squad.

Approval of the Consent Agenda

- Approval of Four (4) June/July ROU licenses:
 - Comcast of New Mexico (2026-L-079) – One (1) new buried fiber optic line crossing the Eastside Main Canal
 - Comcast of New Mexico (2026-L-080, 2026-L-081 & 2026-L-082) - 3 new aerial fiber optic lines crossing the Newsome Lateral
- Approval of Travel/Attendance:
 - NWRA 2026 Western Water Seminar: August 3-6, 2026, Boise Idaho for four (4) Board Members and two (2) Staff.
 - Evapotranspiration for Irrigation Management Training Course: August 5-6, 2026, NMSU Campus, Las Cruces, NM, for two (2) Board Members and four (4) Staff.
 - Coalition of Rio Grande Water Users (CRGWU) Conference: September 16-18, 2026, Santa Ana Pueblo, NM, for four (4) Board Members and three (3) Staff to include all actual expenses.
- Approval of Contracts:
 - Libbin Underwood Engineering & Surveying; Renewal year 3 of 4.
 - King Engineering & Associates, Inc.; Renewal year 3 of 4.
 - Kennedy, Moulton & Wells, P.C.; Renewal year 2 of 4.
 - Corrugated Metal Pipe, Bands and Ends with Contech ES; Renewal year 2 of 4.

Approval
Consent
Agenda

Director Clayshulte Jr. moved, and the motion was seconded by Secretary Garay to approve the Consent Agenda as presented. Directors Garay, Crist, Daviet, Sloan, Clayshulte Jr., and Ludwig voted in favor. The motion passed unanimously.

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	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 - JULY 8th, 2026 BOARD MEETING						
1	2026-113	N	2026-L-079 COMCAST OF NM TO CONSTRUCT, OPERATE, AND MAINTAIN A BURIED FIBER OPTIC LINE CROSSING THE EASTSIDE MAIN CANAL AT APPROXIMATE STATION 24+00	\$3,800.00	N	Y
2	2026-114	N	2026-L-080 COMCAST OF NM TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE NEWSOME LATERAL AT APPROXIMATE STATION 13+48 (FIRST CROSSING)	\$3,420.00	N	Y
3	2026-115	N	2026-L-081 COMCAST OF NM TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE NEWSOME LATERAL AT APPROXIMATE STATION 13+48 (SECOND CROSSING)	\$3,420.00	N	Y
4	2026-116	N	2026-L-082 COMCAST OF NM TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE NEWSOME LATERAL AT APPROXIMATE STATION 7+56	\$3,420.00	N	Y
			TOTAL CHARGED \$ (NO LAND FEE WAIVER)	\$14,060.00	N	Y
			TOTAL WAIVED \$ (REQUESTING LAND FEE WAIVER)	\$0.00	Y	Y
			TOTAL \$	\$14,060.00		Y

Water Transfer Hearing

President Rafael Rovirosa called to order the Suspension/Transfer Hearing. AJ Carlson presented two water transfers with a total of 4.73 acres for transfer: Central Park West NY LLC to Salopek 6U Farms Inc. (3.81 acres) and Darren A and Indira Castner to Leon E Gluck and Rita T Phipps (0.92 acres). Ms Carlson presented nine (9) voluntary suspensions for a total of 11.41 water-righted acres to be suspended.

Vice President Daviet moved, and the motion was seconded by Director Clayshulte Jr. to approve Resolution 2026-S&T-007A. Directors Garay, Crist, Daviet, Sloan, Clayshulte Jr., and Ludwig voted in favor. The motion passed unanimously.

ELEPHANT BUTTE IRRIGATION DISTRICT SUSPENSION /TRANSFER HEARING July 8, 2026 MOVE FROM LAND:							
NAME	PARCEL	SUSP#	MAP SERIAL	SEC	TWN	RANGE	ACRES
JOAQUINA G CHAVIRA, CECILIO G CHAVIRA & BERTHA CHAVIRA	1195400P	2026-S-001	17-96C8 TR 5	1	25S	2E	1
JOE FRED & VICTORIA D ALARCON	948600P	2026-S-002	12-26A	6	24S	2E	1.84
KRISTEN & BRIAN KNIGHT	121800P	2026-S-003	9D-103A2 BLK B LT 9	25	23S	1E	0.75
JAMES C & JACQUELYN L PARKS TRUSTEES	152100P	2026-S-004	9B-5DD BLK A LT 7	2	23S	1E	0.48
JULIAN RAMIREZ SOSA & CONSUELO SOSA	1208175P	2026-S-005	17-100A2 TR 3	2	25S	2E	0.85
RUBEN O ROJAS	673110P	2026-S-006	18A-78A TR B	10	25S	2E	0.97
MONICA H MOYA	867478P	2026-S-007	12-32A2,A3 LT 8	1	24S	1E	1.12
GREGORY LEDESMA FERNANDEZ	1322800P	2026-S-008	5-59A29A TR 1	32	22S	1E	2.4
IDA B SALCIDO, SARA CASTILLO, RICARDO BEJARANO JR & TERESA BEJARANO	1162300P	2026-S-009	27-3C TR 1	22	26S	3E	2
TOTAL ACRES TO BE VOLUNTARILY & INVOLUNTARILY SUSPENDED:							11.41

Secretary Garay moved, and the motion was seconded by Director Crist to approve Resolution 2026-S&T-007B. Directors Garay, Crist, Daviet, Sloan, Clayshulte Jr., and Ludwig voted in favor. The motion passed unanimously.

Exhibit A

Elephant Butte Irrigation District

WATER RIGHT "SUSPENSION FROM /TRANSFER TO PARCEL TRANSFER ON BOARD AGENDA: July 8, 2026							PAGE 1
MOVE FROM:				MOVE TO:			
TRANSFER#	NAME	MAP-SERIAL	PARCEL	ACRES	NAME	MAP-SERIAL	PARCEL
2026-WT-007	Central Park West NY LLC	9C-105A, 113A L12	819951P	3.04	Salopek 6U Farms Inc	13-32A, 33B, 40A pt	864920P
2026-WT-007	Central Park West NY LLC	9C-105A, 113A L12	819951P	0.77	Salopek 6U Farms Inc	13-32A, 33B, 40A pt	864920P
2026-WT-008	Darren A & Indira Castner	15-41M TR 1	1509000P	0.92	Leon E Gluck & Rita T Phipps	31-20B3A	1067500P
TOTAL ACRES PAGE 1				4.73			

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

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 disagrees 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 Clayshulte Jr., seconded by Secretary Garay. Directors Garay, Crist, Sloan, Daviet, Clayshulte Jr., and Ludwig voted in favor. The motion passed unanimously.

Closed Session

Director Ludwig moved, and the motion was seconded by Director Sloan to go into closed session. Directors Garay, Crist, Daviet, Sloan, Clayshulte Jr., 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:

- Banegas vs EBID
- Texas v. NM (USSC)
- Adjudication Issues
- PRC El Paso Electric Rate Increase
- WQCC Surface Water Rule Making
- NM v US CV691
- Other Threatened/Pending Litigation

Secretary Garay moved, and the motion was seconded by Director Clayshulte Jr. to come out of closed session. Directors Garay, Crist, Daviet, Sloan, Clayshulte Jr., 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.

Water Transfer Hearing

Closed Session

Open Session
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July 8, 2026

Adjournment

There being no further business, **Director Clayshulte Jr. moved, and the motion was seconded by Director Ludwig to adjourn the meeting. Directors Garay, Crist, Daviet, Sloan, Clayshulte Jr., and Ludwig voted in favor. The motion passed unanimously.** The meeting was adjourned at 12:47 PM.

The next meeting of the Board of Directors will be held on August 12, 2026, beginning at 9 AM at EBID office located at 530 S Melendres St., Las Cruces, NM.

Adjourn

Rafael Rovirosa, President Date

Randy Garay, Secretary Date



EBID Board Committee for Government Affairs

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

Josh Smith, Skye Devore, David Lutz

Board Update

August 12, 2026

Since the July 8, 2026 Board meeting, the Government Affairs Committee has met twice, on July 15 and August 5, 2026.

Legislative Position Statements

A major focus during this period has been development of EBID's legislative and public policy manual. The committee discussed using the NACD/NMACD policy framework as a starting point for EBID's first formal set of position statements and reviewed which subject areas appear most applicable to district operations and priorities. At the August 5 meeting, the committee reviewed the first draft, identified areas needing member feedback, and agreed that committee members would continue reviewing and commenting before the next meeting.

Legislative Tour Planning & Interim Committee Engagement

The committee also continued work related to interim legislative engagement. Discussion included planning for the Water and Natural Resources Committee meeting in Socorro on August 31 and September 1, including attendance, scheduling, and the likely subject matter of Texas v. New Mexico, drought, data centers, and Bosque management. The committee also discussed coordination around legislative tours later this fall, including a late September LFC-area tour and an October ISC tour in Las Cruces, with an emphasis on presenting EBID projects and needs in a clear, organized format for policymakers.

Legislative Session Planning

The committee discussed the coming long legislative session, including whether EBID should pursue any legislation, how to position drought relief funding requests, and whether legislation may become necessary depending on departmental rule making that is ongoing.

Federal and Regional Water Advocacy

Federal advocacy remained another significant topic. In July, the committee discussed the upcoming Washington, D.C. trip and messaging related to IBWC sediment removal, including flood risk, regional water resource impacts, and the costs local entities face when federal channel maintenance is not performed.

Report on the
Water Resources Committee Meeting
July 20, 2026

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

Convened: 3:30 PM MDT

Discussion:

End of 2026 Release: Available water dropped ~8,500 acre-feet between the May 10 allocation and July 19, an unprecedented in-season loss. It appears that EPCWID will go slightly negative in their allocation account. This has happened before, with both districts having gone slightly negative. EPCWID may go ~6,000 AF negative, probably less. EBID will have sufficient carryover to provide the water without encroaching on minimum pools to cover reserve pools, RG Compact credit, San Juan Chama water, and evaporation. EBID approved EPCWID going negative to complete their season, consistent with prior years when one district went negative (2008, 2013, 2018). The committee agreed to keep this practice informal, with no formal policy or board vote required at this scale, though staff will document the accounting in an end-of-year memo. If in future years, larger negative balances by either district may require board action.

With EBID having shut down in early July, it appears that the 4 inch allotment was the right call given District operations and this very unusual year.

Water Status Snapshot

- **Total releasable water remaining:** ~28,000 acre-feet; EP1 scheduled to release ~13,000 acre-feet before Caballo shuts down, currently planned for **July 29**.
- **Ending storage** after EP1 releases: ~42,000 acre-feet of combined storage in both reservoirs; ~15,000 acre-feet of planned releases will not occur.
- **Diversion ratio:** Remains in the vicinity of **~0.7**, which was used for the May allocation.
- **EBID carryover** currently looks like ~17,000 acre-feet, but will be finalized when the seasonal Diversion Ratio is determined from actual measured flows and accounting.

Adjourned: 4:20 PM MDT

Elephant Butte Irrigation District

Cash Report as of July 31, 2026

	Balance 7/31/2026	Balance 7/31/2025	Balance 7/31/2024
Cash - Bank	\$ 885,281	\$ 578,171	\$ 491,178
Investments - NM State Treasurer	\$ 9,763,782	\$ 8,186,274	\$ 7,334,416
Cash balance bank	\$ 10,649,062	\$ 8,764,445	\$ 7,825,594

	Balance 7/31/2026	Balance 7/31/2025	Balance 7/31/2024
Cash - Book			
Cash	\$ 602,427	\$ 503,336	\$ 370,234
Invest	\$ 9,763,782	\$ 8,186,274	\$ 7,334,416
Cash balance book	[1] \$ 10,366,209	\$ 8,689,610	\$ 7,704,650

	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	\$ 222,710	\$ 236,601	\$ 258,787
Plus: Transfers In	\$ 7,500,000	\$ 6,500,000	\$ 6,600,000
Less: Transfers Out	\$ (4,250,000)	\$ (4,000,000)	\$ (2,600,000)
	\$ 9,763,782	\$ 8,186,274	\$ 7,334,416

[1] The book balance for cash is an estimate as we are currently transitioning out of quickbooks and into Intacct for bank recs.

	Difference in 2026-2025	Difference in 2025-2024
	\$ 1,676,599	\$ 984,960

Interest rate on investments for July 2026:	3.66%
Percent of 2026 Assessment received to date: ~	95%

Current month uncommon large payments:

WRRRI grant payments-awaiting reimbursement	\$ 35,157
ISC equipment purchases-awaiting reimbursement	\$ 163

Current month uncommon large receipts:

Auction proceeds received in June	
Income from outside job	
ISC grant proceeds	\$ 1,654,093
WRRRI grant proceeds	



HUMAN RESOURCES & SAFETY DEPARTMENT

STAFF REPORT

FOR THE AUGUST BOARD MEETING

HUMAN RESOURCES

EMPLOYEES

- ⇒ **Current Total Employee Count = 83**
- ⇒ **Current/Upcoming Job Openings**
 - *Equipment Operator—Basic North (1)*
 - *Administrative Assistant—Engineering*
- ⇒ **Hired—Job Offers**
 - *Ditchrider—North (1) Pending*
- ⇒ **Testing/Interviewing**
 - *Equipment Operator*
 - *Administrative Assistant*
- ⇒ **Pending Job Openings**
 - *Ditchrider—South (3)*
 - *Ditchrider—Central (1)*

EMPLOYMENT INFORMATION

- ⇒ **YEARS OF SERVICE**

> 30 YEARS	7 Employees
21 – 30 YEARS	11 Employees
10 – 20 YEARS	10 Employees
< 10 YEARS	55 Employees

Board Recognition for Employees – AUGUST

- None

Years of Service Recognition – AUGUST

Irrigation Systems

Roman Ramos (South)	29 years 08/04
Juan Rodriguez (South)	27 years 08/23
Mariano Rodriguez (North)	7 years 08/18
Ina Alvarado (Water Records)	2 years 08/26
Chris Calderon (Central)	1 year 08/25

Maintenance

Lisa White (Central)	7 years 08/28
Charles Gray (Central)	6 years 08/10
Nick Garriss-Heath (South)	6 years 08/31

SAFETY

UPCOMING TRAINING

- ⇒ Weekly tailgate safety trainings with employees
- ⇒ Defensive Driving Training for Employees
 - August 11, 2026—scheduling new employees
 - September 8, 2026—scheduling new employees
- ⇒ Pending upgraded security equipment for yards
- ⇒ Excavation & Trenching training—July, 2026

OTHER

- ⇒ **FMLA/Disability/Leave of Absence**
 - 4 Employees – FMLA Intermittent
 - 1 Employees—FMLA/Disability
- ⇒ **Upcoming FMLA**
 - 1 Employees (Sep)
- ⇒ **Worker's Compensation**
 - None
- ⇒ **Upcoming Events**

<i>Monsoon Season</i>	~ 06/15—09/15
<i>Labor Day (office closed)</i>	09/07 (Monday)
<i>General Meeting</i>	November

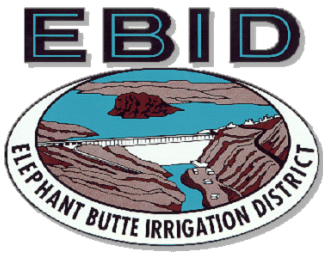


	EBID Job #	Lic. Renew Y/N	ROU LICENSEE	ROU Land Fee (10 yr term)	ROU Land Fee Requested to be Waived? Y/N	Staff Recommend Approval? Y/N
EBID ROU LICENSE LIST - AUGUST 12th, 2026 BOARD MEETING						
1	2026-111	Y	2026-L-077 CITY OF LC / RENEWAL 5-07-51-X0134 TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 390+57	\$3,420.00	N	Y
2	2026-112	Y	2026-L-078 CITY OF LC / RENEWAL 05-LM-54-00780 TO OPERATE AND MAINTAIN AN EXISTING BURIED SEWER PIPE PARALELLING THE PARK DRAIN FROM APPROXIMATE STATION 387+00 TO 390+00	\$723.18	N	Y
3	2026-118	Y	2026-L-084 CITY OF LC / RENEWAL 05-LM-54-00780 TO OPERATE AND MAINTAIN AN EXISTING BURIED GAS LINE PARALELLING THE PARK DRAIN FROM APPROXIMATE STATION 387+00 TO 390+00	\$723.18	N	Y
4	2026-119	Y	2026-L-085 CITY OF LC / RENEWAL 05-LM-54-00780 TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE PARALELLING THE PARK DRAIN FROM APPROXIMATE STATION 387+00 TO 390+00	\$723.18	N	Y
5	2026-120	Y	2026-L-086 CITY OF LC / RENEWAL 14-06-503-1912 TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE CROSSING THE LAS CRUCES LATERAL FROM APPROXIMATE STATION 159+00	\$3,800.00	N	Y
6	2026-121	Y	2026-L-087 CITY OF LC / RENEWAL 14-06-503-1912 TO OPERATE AND MAINTAIN AN EXISTING BURIED GAS LINE CROSSING THE LAS CRUCES LATERAL FROM APPROXIMATE STATION 159+00	\$3,800.00	N	Y
7	2026-122	Y	2026-L-088 CITY OF LC / RENEWAL 14-06-503-1912 TO OPERATE AND MAINTAIN AN EXISTING BURIED SEWER PIPE CROSSING THE LAS CRUCES LATERAL FROM APPROXIMATE STATION 159+00	\$3,800.00	N	Y
8	2026-123	Y	2026-L-089 CITY OF LC / RENEWAL 14-06-503-1917 TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE CROSSING THE ARMILLO LATERAL FROM APPROXIMATE STATION 144+02	\$3,420.00	N	Y
9	2026-124	Y	2026-L-090 CITY OF LC / RENEWAL 14-06-503-1917 TO OPERATE AND MAINTAIN AN EXISTING BURIED GAS LINE CROSSING THE ARMILLO LATERAL FROM APPROXIMATE STATION 144+02	\$3,420.00	N	Y
10	2026-125	Y	2026-L-091 CITY OF LC / RENEWAL 14-06-503-1918 TO OPERATE AND MAINTAIN AN EXISTING BURIED SEWER PIPE CROSSING THE PARK DRAIN AT APPROXIMATE STATION 415+00	\$4,180.00	N	Y
11	2026-126	Y	2026-L-092 CITY OF LC / RENEWAL 14-06-503-1930 TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE CROSSING THE MESILLA LATERAL AT APPROXIMATE STATION 180+95	\$3,800.00	N	Y
12	2026-127	Y	2026-L-093 CITY OF LC / RENEWAL 14-06-503-1930 TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE CROSSING THE GARDNER LATERAL AT APPROXIMATE STATION 22+90	\$3,420.00	N	Y
13	2026-128	Y	2026-L-094 CITY OF LC / RENEWAL 14-06-503-1930 TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE CROSSING THE MESILLA DRAIN AT APPROXIMATE STATION 376+89	\$4,180.00	N	Y
14	2026-129	Y	2026-L-095 CITY OF LC / RENEWAL 14-06-503-1952 TO OPERATE AND MAINTAIN AN EXISTING BURIED GAS LINE CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 356+57	\$3,800.00	N	Y
15	2026-130	Y	2026-L-096 CITY OF LC / RENEWAL 14-06-503-1952 TO OPERATE AND MAINTAIN AN EXISTING BURIED SEWER PIPE CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 356+33	\$3,800.00	N	Y

	EBID Job #	Lic. Renew Y/N	ROU LICENSEE	ROU Land Fee (10 yr term)	ROU Land Fee Requested to be Waived? Y/N	Staff Recommend Approval? Y/N
16	2026-131	Y	2026-L-097 CITY OF LC / RENEWAL 14-06-503-1952 TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE CROSSING THE TORTUGAS LATERAL AT APPROXIMATE STATION 0+45	\$3,420.00	N	Y
17	2026-132	Y	2026-L-098 CITY OF LC / RENEWAL 14-06-503-1952 TO OPERATE AND MAINTAIN AN EXISTING BURIED SEWER PIPE CROSSING THE TORTUGAS LATERAL AT APPROXIMATE STATION 0+55	\$3,420.00	N	Y
18	2026-133	Y	2026-L-099 CITY OF LC / RENEWAL 14-06-503-1952 TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE CROSSING THE PARK DRAIN AT APPROXIMATE STATION 390+93	\$4,180.00	N	Y
19	2026-134	Y	2026-L-100 CITY OF LC / RENEWAL 14-06-503-1952 TO OPERATE AND MAINTAIN AN EXISTING BURIED SEWER PIPE CROSSING THE PARK DRAIN AT APPROXIMATE STATION 390+88	\$4,180.00	N	Y
20	2026-135	Y	2026-L-101 CITY OF LC / RENEWAL 14-06-503-1952 TO OPERATE AND MAINTAIN AN EXISTING BURIED GAS LINE CROSSING THE PARK DRAIN AT APPROXIMATE STATION 390+83	\$4,180.00	N	Y
21	2026-136	Y	2026-L-102 CITY OF LC / RENEWAL 14-06-503-1952 TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 356+50	\$3,800.00	N	Y
22	2026-137	Y	2026-L-103 CITY OF LC / RENEWAL 14-06-503-1952 TO OPERATE AND MAINTAIN AN EXISTING BURIED GAS LINE CROSSING THE TORTUGAS LATERAL AT APPROXIMATE STATION 0+65	\$3,420.00	N	Y
23	2026-138	Y	2026-L-104 CITY OF LC / RENEWAL 14-06-503-1992 TO OPERATE AND MAINTAIN AN EXISTING BURIED SEWER PIPE CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 333+03	\$3,800.00	N	Y
24	2026-139	Y	2026-L-105 CITY OF LC / RENEWAL 14-06-503-1992 TO OPERATE AND MAINTAIN AN EXISTING BURIED SEWER PIPE CROSSING THE COLLEGE LATERAL AT APPROXIMATE STATION 6+67	\$3,420.00	N	Y
25	2026-140	Y	2026-L-106 CITY OF LC / RENEWAL 14-06-503-1993 TO OPERATE AND MAINTAIN AN EXISTING BURIED SEWER PIPE CROSSING THE LAGUNA LATERAL AT APPROXIMATE STATION 32+02	\$3,800.00	N	Y
26	2026-141	Y	2026-L-107 CITY OF LC / RENEWAL 14-06-503-1994 TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 146+60	\$3,800.00	N	Y
27	2026-142	Y	2026-L-108 CITY OF LC / RENEWAL 14-06-503-1994 TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE CROSSING THE ARMJO LATERAL AT APPROXIMATE STATION 24+09	\$3,420.00	N	Y
28	2026-143	Y	2026-L-109 CITY OF LC / RENEWAL 14-06-503-1995 TO OPERATE AND MAINTAIN AN EXISTING BURIED GAS LINE CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 185+41	\$3,800.00	N	Y
29	2026-144	Y	2026-L-110 CITY OF LC / RENEWAL 14-06-503-1997 TO OPERATE AND MAINTAIN AN EXISTING BURIED SEWER PIPE CROSSING THE GILLEM LATERAL AT APPROXIMATE STATION 50+25	\$3,420.00	N	Y
30	2026-145	Y	2026-L-111 CITY OF LC / RENEWAL 14-06-503-1976 TO OPERATE AND MAINTAIN AN EXISTING BURIED GAS LINE CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 121+55	\$3,420.00	N	Y

	EBID Job #	Lic. Renew Y/N	ROU LICENSEE	ROU Land Fee (10 yr term)	ROU Land Fee Requested to be Waived? Y/N	Staff Recommend Approval? Y/N
31	2026-146	Y	2026-L-112 CITY OF LC / RENEWAL 14-06-503-1976 TO OPERATE AND MAINTAIN AN EXISTING BURIED GAS LINE CROSSING THE ARMJO LATERAL AT APPROXIMATE STATION 7+35	\$3,420.00	N	Y
32	2026-147	Y	2026-L-113 CITY OF LC / RENEWAL 14-06-503-1902 TO OPERATE AND MAINTAIN AN EXISTING BURIED SEWER PIPE CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 233+16	\$3,420.00	N	Y
33	2026-148	Y	2026-L-114 CITY OF LC / RENEWAL 14-06-503-1902 TO OPERATE AND MAINTAIN AN EXISTING BURIED SEWER PIPE CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 247+97	\$3,420.00	N	Y
34	2026-149	Y	2026-L-115 CITY OF LC / RENEWAL 14-06-503-2030 TO OPERATE AND MAINTAIN AN EXISTING BURIED SEWER PIPE CROSSING THE TURNEY LATERAL AT APPROXIMATE STATION 9+00	\$3,420.00	N	Y
35	2026-150	Y	2026-L-116 CITY OF LC / RENEWAL 1995-286/1995-L-074 TO OPERATE AND MAINTAIN AN EXISTING BURIED GAS LINE CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 140+00	\$3,420.00	N	Y
36	2026-151	Y	2026-L-117 CITY OF LC / RENEWAL 1995-354/1995-L-085 TO OPERATE AND MAINTAIN AN EXISTING BRIDGE CROSSING THE MESILLA LATERAL AT APPROXIMATE STATION 176+93	\$3,800.00	N	Y
37	2026-152	Y	2026-L-118 CITY OF LC / RENEWAL 1996-094/1996-L-026 TO OPERATE AND MAINTAIN BURIED 42" FORCE MAIN SEWER PIPE CROSSING THE MESILLA LATERAL AT APPROXIMATE STATION 177+03	\$3,800.00	N	Y
38	2026-153	Y	2026-L-119 CITY OF LC / RENEWAL 1996-094/1996-L-026 TO OPERATE AND MAINTAIN BURIED 6" ELECTRICAL CONDUIT PIPES CROSSING THE MESILLA LATERAL AT APPROXIMATE STATION 177+03	\$3,800.00	N	Y
39	2026-154	Y	2026-L-120 CITY OF LC / RENEWAL 1998-012/1998-L-005 TO OPERATE AND MAINTAIN AN EXISTING BURIED 4" GAS LINE CROSSING THE MESILLA DRAIN AT APPROXIMATE STATION 417+22	\$4,180.00	N	Y
40	2026-155	N	2026-L-121 BLACK MESA PECAN FARM / DAVID SALOPEK TO OPERATE AND MAINTAIN AN EXISTING CULVERT CROSSING THE SANTO TOMAS LATERAL AT APPROXIMATE STATION 123+58	\$3,800.00	Y	Y
41	2026-156	N	2026-L-122 BLACK MESA PECAN FARM / DAVID SALOPEK TO OPERATE AND MAINTAIN AN EXISTING CULVERT CROSSING THE SANTO TOMAS DRAIN AT APPROXIMATE STATION 164+00	\$4,180.00	Y	Y
42	2026-157	N	2026-L-123 BLACK MESA PECAN FARM / DAVID SALOPEK TO OPERATE AND MAINTAIN AN EXISTING VEHICLE BRIDGE AND HARVEST GATE ON RIGHT BANK CROSSING THE WESTSIDE MAIN CANAL AT APPROXIMATE STATION 163+81	\$3,800.00	Y	Y
43	2026-158	N	2026-L-124 BLACK MESA PECAN FARM / DAVID SALOPEK TO OPERATE AND MAINTAIN AN EXISTING CULVERT CROSSING THE STAHRMANN INTERCEPTING DRAIN AT APPROXIMATE STATION 41+50	\$3,800.00	Y	Y
44	2026-159	N	2026-L-125 BLACK MESA PECAN FARM / DAVID SALOPEK TO OPERATE AND MAINTAIN AN EXISTING CONCRETE VEHICLE BRIDGE AND HARVEST GATE ON LEFT BANK CROSSING THE WESTSIDE MAIN CANAL AT APPROXIMATE STATION 258+04	\$3,800.00	Y	Y
45	2026-163	N	2026-L-129 LOWER RIO GRANDE PUBLIC WW TO CONSTRUCT, OPERATE, AND MAINTAIN A 6" BURIED WATER LINE CROSSING THE ANGOSTURA LATERAL AT APPROXIMATE STATION 229+15	\$3,420.00	N	Y

	EBID Job #	Lic. Renew Y/N	ROU LICENSEE	ROU Land Fee (10 yr term)	ROU Land Fee Requested to be Waived? Y/N	Staff Recommend Approval? Y/N
46	2026-168	N	2026-L-131 COMCAST OF NM TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE THREE SAINTS CANAL AT APPROXIMATE STATION 656+25	\$3,800.00	N	Y
47	2026-169	N	2026-L-132 COMCAST OF NM TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE WEST DRAIN AT APPROXIMATE STATION 714+50	\$4,180.00	N	Y
48	2026-170	N	2026-L-133 COMCAST OF NM TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE LOWER CHAMBERINO LATERAL AT APPROXIMATE STATION 64+08	\$3,420.00	N	Y
49	2026-171	N	2026-L-134 COMCAST OF NM TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE NEMEXAS DRAIN AT APPROXIMATE STATION 778+75	\$4,180.00	N	Y
50	2026-172	N	2026-L-135 COMCAST OF NM TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE THREE SAINTS MAIN CANAL AT APPROXIMATE STATION 713+78	\$3,800.00	N	Y
			TOTAL CHARGED \$ (NO LAND FEE WAIVER)	\$157,969.54	N	Y
			TOTAL WAIVED \$ (REQUESTING LAND FEE WAIVER)	\$19,380.00	Y	Y
			TOTAL \$	\$177,349.54		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: 2026-111

License Number: 2026-L-077

Exhibits Attached: "A" AND "B"

(Place License Number on all exhibits)

Term:

From: AUGUST 12, 2026

To: AUGUST 12, 2036

Month Day Year

Licensee (Name and address)

CITY OF LAS CRUCES / UTILITIES DEPT.

680 N. MOTEL BLVD

LAS CRUCES, NM 88009

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

TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 390+57 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

LOCATED IN THE SW¹/₄ OF SW¹/₄ OF THE NW¹/₄ OF SECTION 32, TOWNSHIP 23 SOUTH, RANGE 2 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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

- LICENSE RENEWAL: X-REFERENCE 05-07-51-X0134
- 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: AUGUST 12, 2026

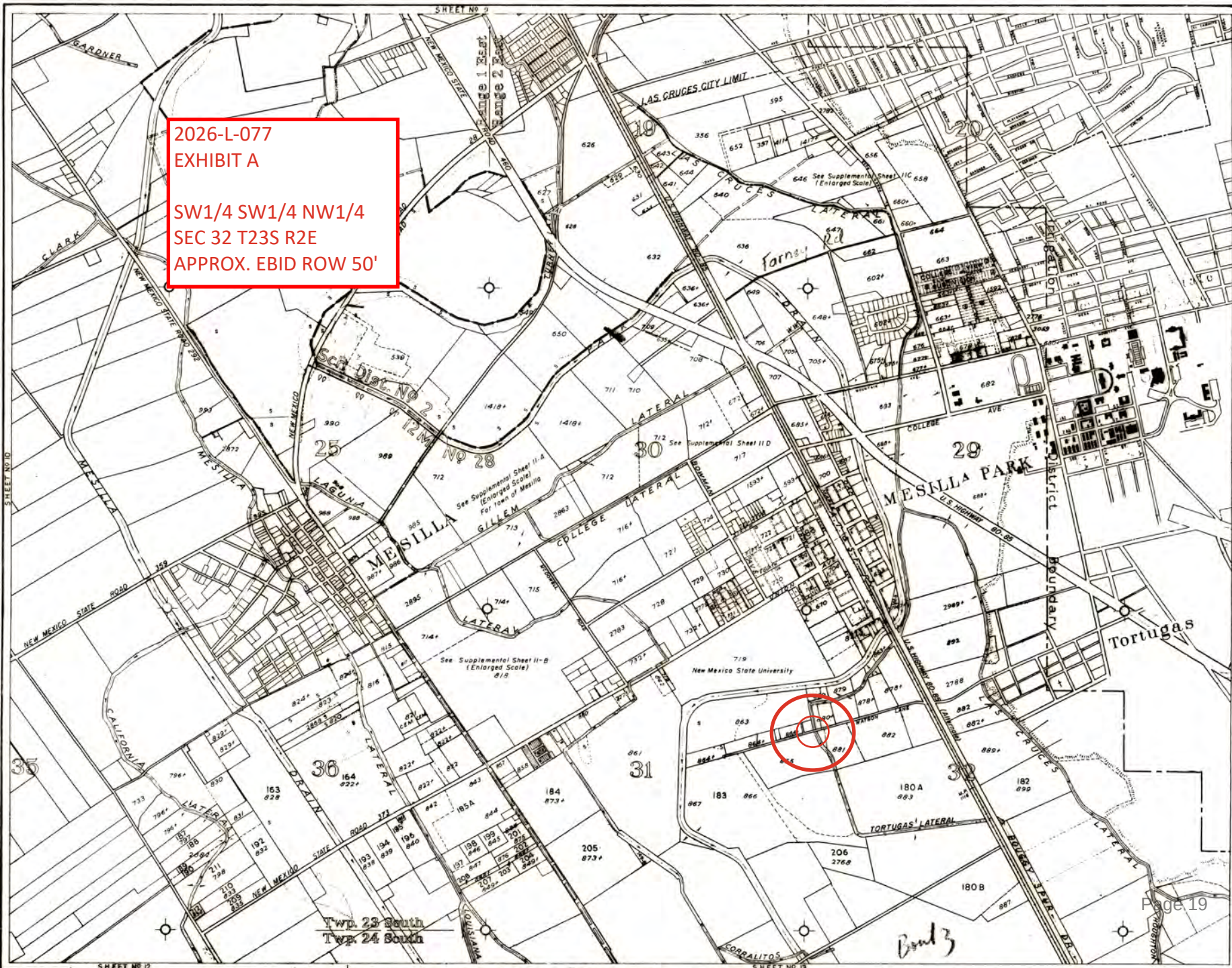
Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer

2026-L-077
EXHIBIT A

SW1/4 SW1/4 NW1/4
SEC 32 T23S R2E
APPROX. EBID ROW 50'





2026-L-077
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE CROSSING THE
LAS CRUCES LATERAL AT APPROXIMATE STATION 390+57
EBID APPROX. ROW 50'

0 50 100 200 300 US Feet



(FST103174)

Contract No. 5-07-51-X0134

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRANDE PROJECT, NEW MEXICO-TEXAS

LICENSE AGREEMENT WITH THE CITY OF LAS CRUCES, NEW MEXICO,
FOR CONSTRUCTION AND MAINTENANCE OF A BURIED WATERLINE
CROSSING OF THE LAS CRUCES LATERAL

THIS AGREEMENT, made this 31st day of December, 1974, in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly the Reclamation Project Act of 1939 (53 Stat. 1187), between the UNITED STATES OF AMERICA, hereinafter referred to as "United States," represented by the officer executing this agreement, hereinafter termed "Contracting Officer," it being understood that the obligations of the United States hereunder relate only to the activities of the Bureau of Reclamation, and the CITY OF LAS CRUCES, NEW MEXICO, a municipal corporation duly organized and existing under and by virtue of the laws of the State of New Mexico, hereinafter styled "Licensee."

WITNESSETH THAT:

WHEREAS, Licensee at its sole expense desires to construct, operate and maintain a buried waterline crossing of the Las Cruces Lateral, a facility of the Rio Grande Reclamation Project, and

WHEREAS, the granting and exercise of the license on right of way of the United States in the manner and under the conditions set forth will not be incompatible with the requirements of the United States for the operation and maintenance of the irrigation facilities of the Federal Rio Grande Reclamation Project.

NOW, THEREFORE, the parties hereto agree as follows:

1. For and upon payment of the consideration hereinafter stated, the United States, to the extent of its interest therein, hereby grants to Licensee permission for a period of fifty (50) years from the date hereof to construct, operate and maintain a 10-inch buried waterline crossing of the Las Cruces Lateral at approximately Station 390 + 57, in Dona Ana County, New Mexico, all as more specifically located and shown on Exhibit A, attached hereto and by this reference made a part hereof.

(FST103174)

2. Licensee agrees to bear the cost to the United States of issuing and administering this license agreement, including the cost of inspection of construction. To this end Licensee will, upon execution of this agreement by the parties, pay to the United States the sum of One Hundred Fifteen Dollars (\$115.00) of which \$65.00 is for issuing and administering this license and \$50.00 is for the cost of inspection of construction work.

3. Warning signs shall be placed near the edge of the right of way on each side of the crossing. The signs shall be clearly visible from equipment used for operation and maintenance of the project facility.

4. Construction shall be accomplished at such time or times as will not interfere with the use of the Rio Grande Project facilities as determined by the Project Superintendent or his authorized representative prior to commencement of construction.

5. The General Provisions -- License Agreements (FST031673) attached hereto is hereby made a part of this license agreement the same as if it has been expressly set forth herein. Where the term "Licensee" is used in said General Provisions - License Agreements, it shall be understood to refer to the City of Las Cruces, New Mexico.

IN WITNESS WHEREOF, the parties hereto have caused this license agreement to be executed as of the day and year first hereinabove written.

UNITED STATES OF AMERICA

By *James W. Rieley*
Project Superintendent
Rio Grande Project
Bureau of Reclamation

ATTEST:

Nancy E. Sabnik
City Clerk (acting)

CITY OF LAS CRUCES, NEW MEXICO

By *[Signature]*

GENERAL PROVISIONS -- LICENSE AGREEMENTS

1. RIGHTS RESERVED IN UNITED STATES. There is reserved to the United States and its assigns the prior right to use any of the lands herein described to construct, operate and maintain structures and facilities including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephone and telegraph lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

2. LICENSEE RESPONSIBLE FOR CHANGES. The Licensee further agrees that if the construction of any or all of such structures and facilities across, over or upon said lands should be made more expensive by reason of the existence of improvements or works of Licensee thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty (30) days after demand is made upon the Licensee for payment of any such sums, Licensee will make payment thereof to the United States or any of its assigns constructing such structures and facilities on said lands. As an alternate to payment, Licensee, at its sole cost and expense and within the time limits established by the United States, may remove or adapt facilities constructed and operated by it on said lands to accommodate the aforementioned structures and facilities of the United States. The Licensee shall bear the cost to the United States occasioned by the failure of Licensee to remove or adapt its facilities within the time limits specified.

3. ACCESS RESERVED TO UNITED STATES. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passover, and egress from all of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.

4. LICENSE SUBJECT TO EXISTING RIGHTS. This license is subject to existing rights-of-way for highways, roads, canals, laterals, drains, ditches, pipelines, electrical transmission lines, telegraph and telephone lines, over any part of the described lands.

5. UNITED STATES HELD HARMLESS. a. The United States does not assume any liability and Licensee agrees to indemnify and hold the United States harmless for injury or damage to any persons or property that may arise during and in consequence of the use, occupancy, and enjoyment by Licensee of the license granted herein; or the design of, construction of, erection of, presence of, maintenance of, or failure to properly and safely construct, operate and maintain, use and occupy any and all of the structures and facilities aforesaid or any part thereof.

b. The Licensee further agrees that the United States, its officers, agents, and employees and its assigns, shall not be held liable for any damage to Licensee's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this license.

6. RELEASE FROM LIABILITY. The Licensee hereby releases the United States from liability for any and all loss or damage of every description or kind whatsoever, which may result to the Licensee from the construction, operation, and maintenance of Project works upon said land, provided that nothing in this agreement shall be construed as releasing the United States from responsibility for its own negligence.

7. LICENSEE TO DEFEND TITLE. The Licensee shall defend the United States in any action which alleges that Licensee's use of Project right-of-way or facilities under this agreement is unlawful in any manner and further agrees to indemnify and hold the United States harmless from the decision in any such type of litigation.

8. INTERFERENCE PROHIBITED. The Licensee shall use, occupy, and maintain said facilities with all reasonable diligence and precaution to avoid damage to or obstruction of the irrigation and drainage facilities or other structures of the United States, or any interference in any way with the operation and maintenance of the same.

9. TERM OF LICENSE - TERMINATION. Nonuse of the licensed lands for the purposes for which this license is issued continuing at any time for a period of two (2) years, shall, at the option of the United States, work a termination of this agreement and of all rights of the Licensee hereunder, and the term hereof shall in any event expire by limitation at the end of fifty (50) years from the date hereof. All rights granted to the Licensee under this agreement are subject to termination upon failure of Licensee to comply with the terms hereof.

10. REMOVAL OF FACILITIES. Unless otherwise approved by the United States, all facilities licensed under this agreement shall be removed by Licensee from the right-of-way of the United States within thirty (30) days after termination of this license at the sole expense of Licensee.

11. NO WARRANTY. The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

12. ASSIGNMENT. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

13. EQUAL OPPORTUNITY. During the performance of this contract, Licensee, hereinafter in this article termed "Contractor" agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

14. COVENANT AGAINST CONTINGENT FEES. The Licensee warrants that no person or agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Licensee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to require Licensee to pay, in addition to the contract consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

15. OFFICIALS NOT TO BENEFIT. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

16. WATER AND AIR POLLUTION CONTROL. The Licensee shall, within its legal authority, comply fully with all applicable Federal laws, orders, and regulations, and the laws of the applicable State, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, groundwater, or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants, and concerning the pollution of the air with respect to radioactive materials or other pollutants.

17. LANDSCAPE PRESERVATION AND NATURAL BEAUTY. The Licensee shall exercise care to preserve the natural landscape and shall conduct its construction operations so as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. Except where clearing is required for permanent works, all trees, native shrubbery, and vegetation shall be preserved and shall be protected from damage which may be caused by Licensee's construction operations and equipment. Movement of crews and equipment within the rights-of-way and over routes provided for access to the work shall be performed in a manner to prevent damage to grazing land, crops, or property.

A RESOLUTION AUTHORIZING EXECUTION OF
LICENSE AGREEMENTS WITH THE BUREAU OF
RECLAMATION RELATIVE TO LATERAL AND
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Said agreements impose regulations and requirements upon the City, license issuance, administration fees and inspection fees at cost, and other terms and conditions with which the City Commission of the City of Las Cruces is familiar, understands, and is agreeable therewith.

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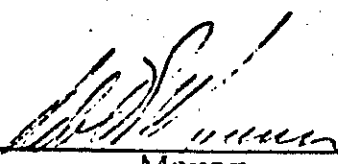
(2)

THAT the Mayor of the City of Las Cruces be authorized to execute such license agreements, the City Clerk to attest thereto.

(3)

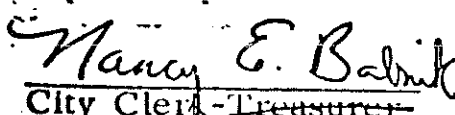
THAT the City staff and officials be authorized to execute appropriate documentation and do all deeds necessary in the accomplishment of the hereinabove.

DONE AND APPROVED this 5th day of August, 1974.

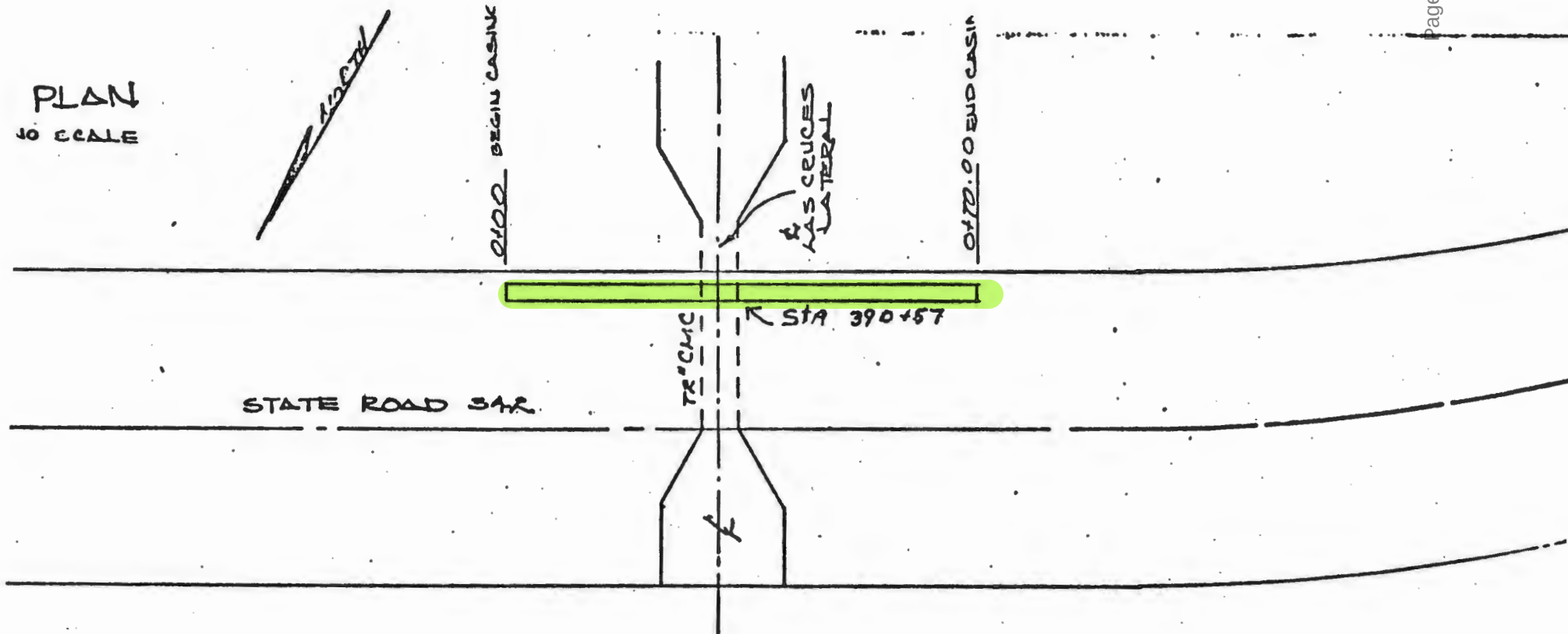


Mayor

ATTEST:



Nancy E. Babitt
City Clerk-Treasurer
acting
(SEAL)

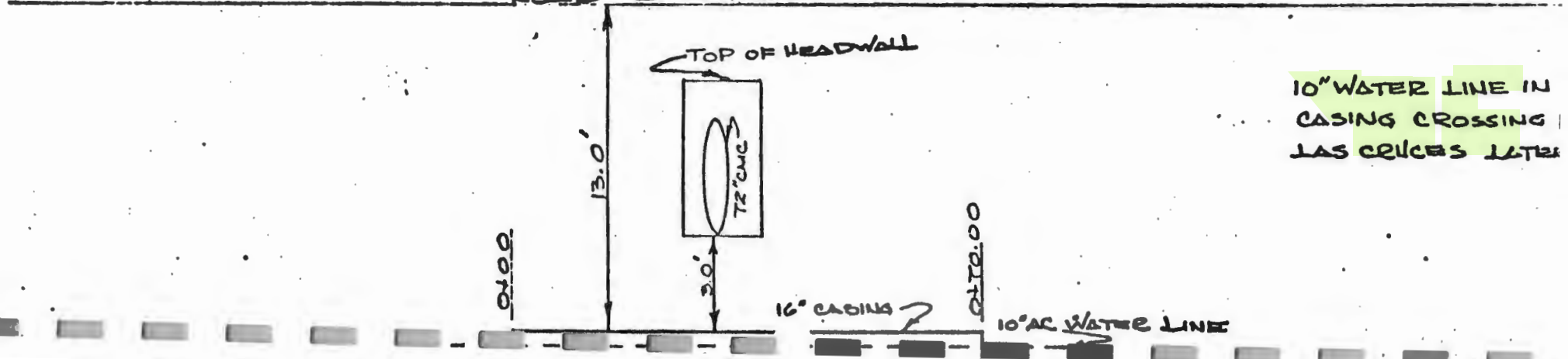
PLAN
NO SCALE

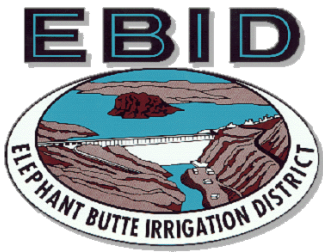


PROFILE
NO SCALE

EXHIBIT A

ROAD ELEVATION





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: 2026-112

License Number: 2026-L-078

Exhibits Attached: "A" AND "B"

(Place License Number on all exhibits)

Term:

From: AUGUST 12, 2026

To: AUGUST 12, 2036

Month Day Year

Licensee (Name and address)

CITY OF LAS CRUCES / UTILITIES DEPT.

680 N. MOTEL BLVD

LAS CRUCES, NM 88009

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

TO OPERATE AND MAINTAIN AN EXISTING BURIED SEWER PIPE PARALELLING THE PARK DRAIN FROM APPROXIMATE STATION 387+00 TO 390+00 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

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

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

- LICENSE RENEWAL: X-REFERENCE 05-LM-54-00780
- 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: AUGUST 12, 2026

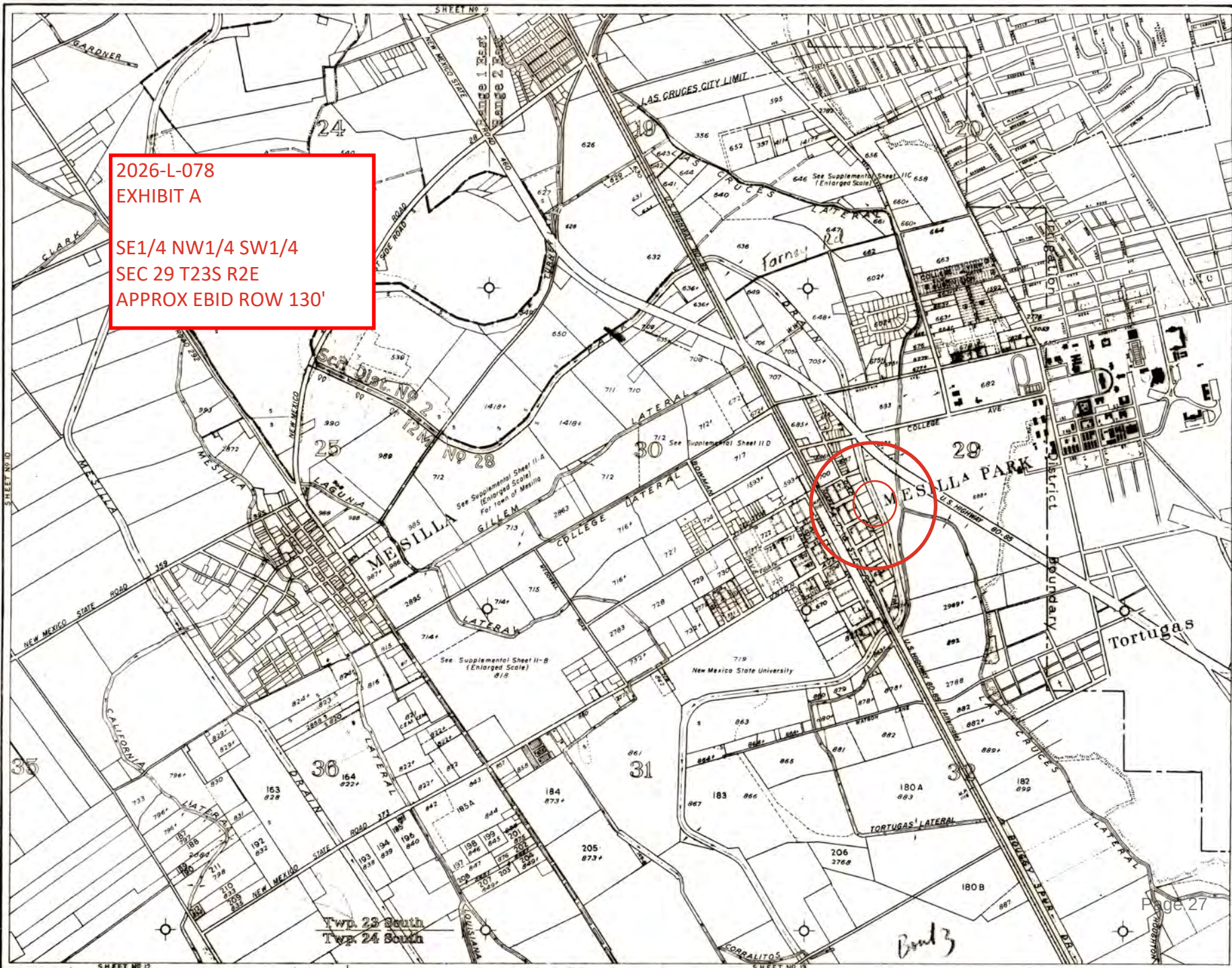
Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer

2026-L-078
EXHIBIT A

SE1/4 NW1/4 SW1/4
SEC 29 T23S R2E
APPROX EBID ROW 130'



EXPLANATION		AUTHORITIES Compiled from Topographic and Location Surveys by the Bureau of Reclamation. Property lines are from the best information available (Private title and other records are but without assurance that they are either authentic or valid.	SCALE T. 23S. R. 182E DATE 1959 REVISED	PROPERTY NUMBERS Project Symbols of a Property is the Sheet No. followed by Tract No. thus, IL72, II being the No. of this sheet, 72 being the Tract No. on this sheet. Data and Co. Plat No. 712	BUREAU OF RECLAMATION RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT,	MESILLA VALLEY SHEET — 11 MESILLA PARK
Canals	Drains					
Suspended Areas	Levees					
Various Classifications	Roads					
High Land		Valley Land				
Irrigable Area						



2026-L-078
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING BURIED SEWER PIPE PARALELLING
THE PARK DRAIN FROM APPROXIMATE STATION 387+00 TO 390+00
EBID APPROX. ROW 130'

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRANDE PROJECT, NEW MEXICO-TEXAS

LICENSE AGREEMENT WITH THE CITY OF LAS CRUCES, NEW MEXICO FOR
CONSTRUCTION, OPERATION, AND MAINTENANCE OF A 2 INCH DIAMETER GASLINE,
10 INCH DIAMETER WATERLINE, AND AN 8 INCH DIAMETER SEWERLINE CROSSING
THE PARK DRAIN AT APPROXIMATELY STATION 388+13

THIS LICENSE AGREEMENT, made this 20th day of June,
1985, pursuant to the Act of June 17, 1902, ch. 1093, 32 Stat. 388
(1902) (commonly cited as "The Reclamation Act"), and acts amendatory
thereof and supplementary thereto, including particularly the Act of
August 4, 1939, ch. 418, 53 Stat. 1187 (1939), between the UNITED
STATES OF AMERICA, hereinafter styled "United States", represented by
the officer executing this agreement, hereinafter termed "Contracting
Officer", and the City of Las Cruces, New Mexico, a municipality
organized and existing under and by virtue of the laws of the State of
New Mexico, hereinafter styled "Licensee".

WITNESSETH THAT:

WHEREAS, The City of Las Cruces at its sole cost and expense
desires to construct, operate, and maintain a 2 Inch Diameter Gasline,
10 Inch Diameter Waterline, and an 8 Inch Diameter Sewerline Crossing
the Park Drain at Approximately Station 388+13, a facility of the Rio
Grande Reclamation Project; and

WHEREAS, the granting and exercise of a license on the lands
hereinafter described in the manner and under the conditions set forth
herein will not be incompatible with the requirements of the United
States for the operation and maintenance of the irrigation and
drainage facilities of the Rio Grande Reclamation Project; and

WHEREAS, the granting of the license must be subject to the use
of the land for the purposes of the Rio Grande Reclamation Project.

NOW, THEREFORE, the parties hereto agree as follows:

1. For and upon payment of the consideration hereinafter
stated, the United States to the extent of its interest therein,
hereby grants to Licensee permission for a period of fifty (50) years
from the date hereof to construct, operate, and maintain a 2 Inch
Diameter Gasline, 10 Inch Diameter Waterline, and an 8 Inch Diameter
Sewerline Crossing the Park Drain at Approximately Station 388+13 in

Dona Ana County, New Mexico, as more specifically located and shown on OA Drawing No. 23-503-1189, and as further detailed in plans and specifications on file in the office of the Project Superintendent of the Rio Grande Project, El Paso, Texas.

2. As consideration for the license herein granted immediately upon execution of this agreement, Licensee shall pay to the Bureau of Reclamation the sum of Two Hundred Dollars (\$200.00) based upon the fees and charges:

- a. Fee for issuing and administering the license \$150.00
- b. Environmental & Engineering Review 50.00

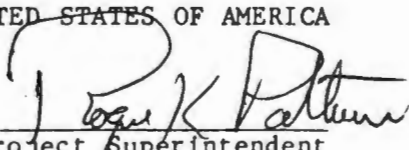
3. Construction shall be accomplished at such time or times and in such a manner as will not interfere with the use or maintenance of the Rio Grande Project facilities as determined by the Project Superintendent or his authorized representative prior to commencement of construction.

4. The General Provisions - License Agreement (FST031673) attached hereto is hereby made a part of this license agreement the same as if it had been expressly set forth herein.

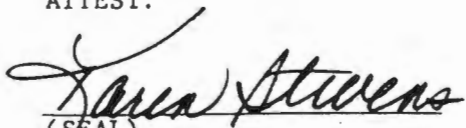
IN WITNESS WHEREOF, the parties hereto have caused this license agreement to be executed as of the day and year first hereinabove written.

UNITED STATES OF AMERICA

By

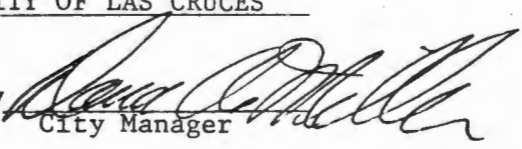

Project Superintendent
Rio Grande Project
Bureau of Reclamation

ATTEST:


(SEAL)

CITY OF LAS CRUCES

By


City Manager

GENERAL PROVISIONS — LICENSE AGREEMENTS

1. RIGHTS RESERVED TO UNITED STATES. There is reserved to the United States and its assigns the prior right to use any of the lands herein described to construct, operate and maintain structures and facilities including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephones and telegraph lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

2. LICENSEE RESPONSIBLE FOR CHARGES. The Licensee further agrees that if the construction of any or all of such structures and facilities across, over or upon said lands should be more expensive by reason of the existence of improvements or works of Licensee thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty (30) days after demand is made upon the Licensee for payment of any such sums, Licensee will make payment thereof to the United States or any of its assigns constructing such structures and facilities on said lands. As an alternative to payment, Licensee, at its sole cost and expense and within the time limits established by the United States, may remove or adapt facilities constructed and operated by it on said lands to accommodate the aforementioned structures and facilities of the United States. The Licensee shall bear the cost to the United States occasioned by the failure of Licensee to remove or adapt its facilities within the time limits specified.

3. ACCESS RESERVED TO UNITED STATES. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passover, and egress from all of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.

4. LICENSEE SUBJECT TO EXISTING RIGHTS. This license is subject to existing rights-of-way for highways, roads, canals, laterals, drains, ditches, pipelines, electrical transmission lines, telegraph and telephone lines, over any part of the described lands.

5. UNITED STATES BECD HARMLESS. a. The United States does not assume any liability and Licensee agrees to indemnify and hold the United States harmless for injury or damage to any persons or property that may arise during and in consequence of the use, occupancy, and enjoyment by Licensee of the license granted herein; or the design of, construction of, erection of, presence of, maintenance of, or failure to properly and safely construct, operate and maintain, use and occupy any and all of the structures and facilities aforesaid by part thereof.

b. The Licensee further agrees that the United States, its officers, agents, and employees and its assigns, shall not be held liable for any damage to Licensee's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this license.

6. RELEASE FROM LIABILITY. The Licensee hereby releases the United States from liability for any and all loss or damage of every description or kind whatsoever, which may result to the Licensee from the construction, operation, and maintenance of Project works upon said land, provided that nothing in this agreement shall be construed as releasing the United States from responsibility for its own negligence.

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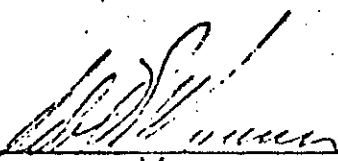
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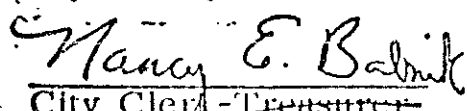
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DONE AND APPROVED this 5th day of August, 1974.



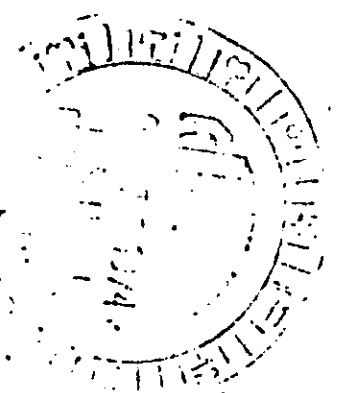
Mayor

ATTEST:



City Clerk-Treasurer
acting
(SEAL)

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Said projects require from time-to-time crossings, easements, or other work to be performed which, in turn, require a license agreement in each instance with the United States Department of the Interior, Bureau of Reclamation.

Said agreements impose regulations and requirements upon the City, license issuance, administration fees and inspection fees at cost, and other terms and conditions with which the City Commission of the City of Las Cruces is familiar, understands, and is agreeable therewith.

THEREFORE, the City Commission of the City of Las Cruces, New Mexico, determines, resolves, and orders as follows:

(1)

THAT such license agreements with the Bureau of Reclamation as have been presented for approval, or may be presented for approval, in conjunction with any City authorized project be accepted, authorized, and approved.

(2)

THAT the Mayor of the City of Las Cruces be authorized to execute such license agreements, the City Clerk to attest thereto.

(3)

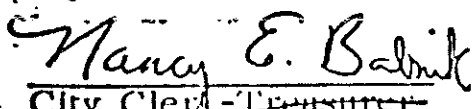
THAT the City staff and officials be authorized to execute appropriate documentation and do all deeds necessary in the accomplishment of the hereinabove.

DONE AND APPROVED this 5th day of August, 1974.

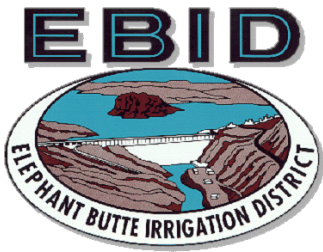


Mayor

ATTEST:



City Clerk-Treasurer
acting
(SEAL)



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: 2026-118

License Number: 2026-L-084

Exhibits Attached: "A" AND "B"

(Place License Number on all exhibits)

Term:

From: AUGUST 12, 2026

To: AUGUST 12, 2036

Month Day Year

Licensee (Name and address)

CITY OF LAS CRUCES / UTILITIES DEPT.

680 N. MOTEL BLVD

LAS CRUCES, NM 88009

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

TO OPERATE AND MAINTAIN AN EXISTING BURIED GAS LINE PARALELLING THE PARK DRAIN FROM APPROXIMATE STATION 387+00 TO 390+00 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

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

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

- LICENSE RENEWAL: X-REFERENCE 05-LM-54-00780
- 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: AUGUST 12, 2026

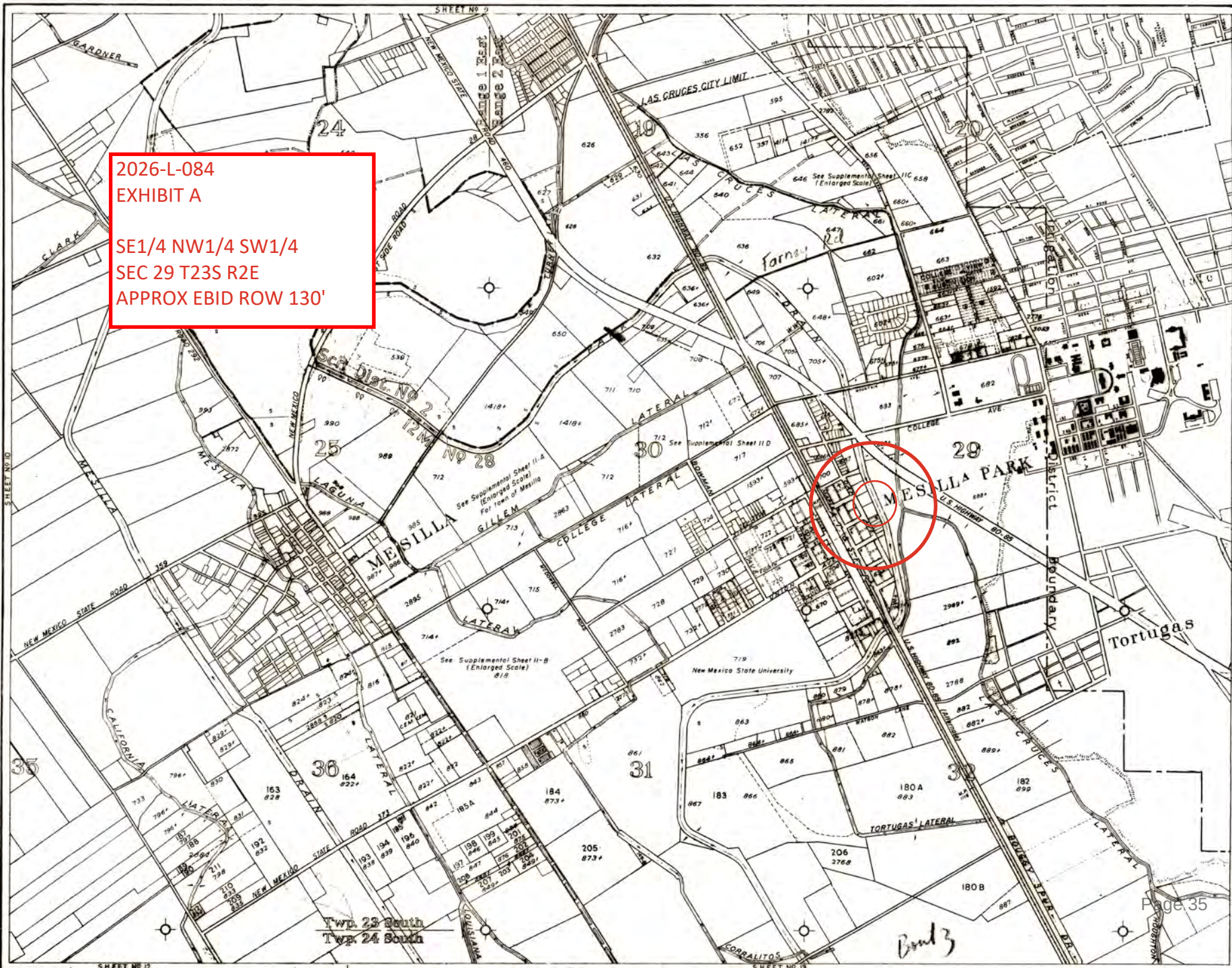
Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer

2026-L-084
EXHIBIT A

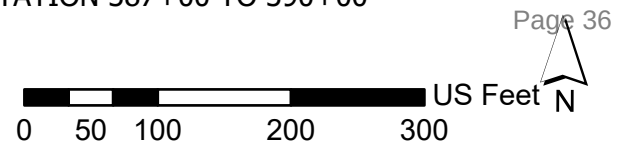
SE1/4 NW1/4 SW1/4
SEC 29 T23S R2E
APPROX EBID ROW 130'





2026-L-084
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE PARALELLING THE PARK DRAIN FROM APPROXIMATE STATION 387+00 TO 390+00
EBID APPROX. ROW 130'



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRANDE PROJECT, NEW MEXICO-TEXAS

LICENSE AGREEMENT WITH THE CITY OF LAS CRUCES, NEW MEXICO FOR
CONSTRUCTION, OPERATION, AND MAINTENANCE OF A 2 INCH DIAMETER GASLINE,
10 INCH DIAMETER WATERLINE, AND AN 8 INCH DIAMETER SEWERLINE CROSSING
THE PARK DRAIN AT APPROXIMATELY STATION 388+13

THIS LICENSE AGREEMENT, made this 26th day of June,
1985, pursuant to the Act of June 17, 1902, ch. 1093, 32 Stat. 388
(1902) (commonly cited as "The Reclamation Act"), and acts amendatory
thereof and supplementary thereto, including particularly the Act of
August 4, 1939, ch. 418, 53 Stat. 1187 (1939), between the UNITED
STATES OF AMERICA, hereinafter styled "United States", represented by
the officer executing this agreement, hereinafter termed "Contracting
Officer", and the City of Las Cruces, New Mexico, a municipality
organized and existing under and by virtue of the laws of the State of
New Mexico, hereinafter styled "Licensee".

WITNESSETH THAT:

WHEREAS, The City of Las Cruces at its sole cost and expense
desires to construct, operate, and maintain a 2 Inch Diameter Gasline,
10 Inch Diameter Waterline, and an 8 Inch Diameter Sewerline Crossing
the Park Drain at Approximately Station 388+13, a facility of the Rio
Grande Reclamation Project; and

WHEREAS, the granting and exercise of a license on the lands
hereinafter described in the manner and under the conditions set forth
herein will not be incompatible with the requirements of the United
States for the operation and maintenance of the irrigation and
drainage facilities of the Rio Grande Reclamation Project; and

WHEREAS, the granting of the license must be subject to the use
of the land for the purposes of the Rio Grande Reclamation Project.

NOW, THEREFORE, the parties hereto agree as follows:

1. For and upon payment of the consideration hereinafter
stated, the United States to the extent of its interest therein,
hereby grants to Licensee permission for a period of fifty (50) years
from the date hereof to construct, operate, and maintain a 2 Inch
Diameter Gasline, 10 Inch Diameter Waterline, and an 8 Inch Diameter
Sewerline Crossing the Park Drain at Approximately Station 388+13 in

Dona Ana County, New Mexico, as more specifically located and shown on OA Drawing No. 23-503-1189, and as further detailed in plans and specifications on file in the office of the Project Superintendent of the Rio Grande Project, El Paso, Texas.

2. As consideration for the license herein granted immediately upon execution of this agreement, Licensee shall pay to the Bureau of Reclamation the sum of Two Hundred Dollars (\$200.00) based upon the fees and charges:

- a. Fee for issuing and administering the license \$150.00
- b. Environmental & Engineering Review 50.00

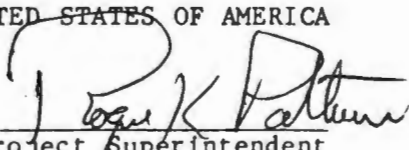
3. Construction shall be accomplished at such time or times and in such a manner as will not interfere with the use or maintenance of the Rio Grande Project facilities as determined by the Project Superintendent or his authorized representative prior to commencement of construction.

4. The General Provisions - License Agreement (FST031673) attached hereto is hereby made a part of this license agreement the same as if it had been expressly set forth herein.

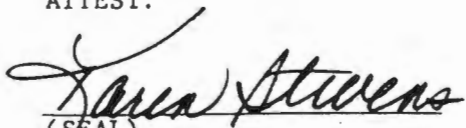
IN WITNESS WHEREOF, the parties hereto have caused this license agreement to be executed as of the day and year first hereinabove written.

UNITED STATES OF AMERICA

By

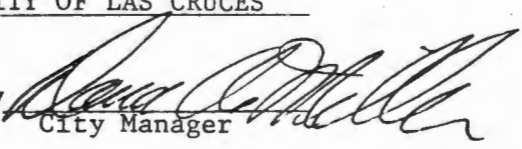

Project Superintendent
Rio Grande Project
Bureau of Reclamation

ATTEST:


(SEAL)

CITY OF LAS CRUCES

By


City Manager

GENERAL PROVISIONS — LICENSE AGREEMENTS

1. RIGHTS RESERVED TO UNITED STATES. There is reserved to the United States and its assigns the prior right to use any of the lands herein described to construct, operate and maintain structures and facilities including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephones and telegraph lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

2. LICENSEE RESPONSIBLE FOR CHARGES. The Licensee further agrees that if the construction of any or all of such structures and facilities across, over or upon said lands should be more expensive by reason of the existence of improvements or works of Licensee thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty (30) days after demand is made upon the Licensee for payment of any such sums, Licensee will make payment thereof to the United States or any of its assigns constructing such structures and facilities on said lands. As an alternative to payment, Licensee, at its sole cost and expense and within the time limits established by the United States, may remove or adapt facilities constructed and operated by it on said lands to accommodate the aforementioned structures and facilities of the United States. The Licensee shall bear the cost to the United States occasioned by the failure of Licensee to remove or adapt its facilities within the time limits specified.

3. ACCESS RESERVED TO UNITED STATES. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passover, and egress from all of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.

4. LICENSEE SUBJECT TO EXISTING RIGHTS. This license is subject to existing rights-of-way for highways, roads, canals, laterals, drains, ditches, pipelines, electrical transmission lines, telegraph and telephone lines, over any part of the described lands.

5. UNITED STATES BECD HARMLESS. a. The United States does not assume any liability and Licensee agrees to indemnify and hold the United States harmless for injury or damage to any persons or property that may arise during and in consequence of the use, occupancy, and enjoyment by Licensee of the license granted herein; or the design of, construction of, erection of, presence of, maintenance of, or failure to properly and safely construct, operate and maintain, use and occupy any and all of the structures and facilities aforesaid by part thereof.

b. The Licensee further agrees that the United States, its officers, agents, and employees and its assigns, shall not be held liable for any damage to Licensee's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this license.

6. RELEASE FROM LIABILITY. The Licensee hereby releases the United States from liability for any and all loss or damage of every description or kind whatsoever, which may result to the Licensee from the construction, operation, and maintenance of Project works upon said land, provided that nothing in this agreement shall be construed as releasing the United States from responsibility for its own negligence.

7. LICENSEE TO DEFEND TITLE. The Licensee shall defend the United States in any action which alleges that Licensee's use of Project right-of-way or facilities under this agreement is unlawful in any manner and further agrees to indemnify and hold the United States harmless from the decision in any such type of litigation.

8. INTERFERENCE PROHIBITED. The Licensee shall use, occupy, and maintain said facilities with all reasonable diligence and precaution to avoid damage to or obstruction of the irrigation and drainage facilities or other structures of the United States, or any interference in any way with the operation and maintenance of the same.

9. TERM OF LICENSE — TERMINATION. Bonus of the licensed lands for the purposes for which this license is issued continuing at any time for a period of two (2) years, shall, at the option of the United States, upon a termination of this agreement and of all rights of the Licensee hereunder, and the term hereof shall in any event expire by limitation at the end of fifty (50) years from the date hereof. All rights granted to the Licensee under this agreement are subject to termination upon failure of Licensee to comply with the terms hereof.

10. REMOVAL OF FACILITIES. Unless otherwise approved by the United States, all facilities licensed under this agreement shall be removed by Licensee from the right-of-way of the United States within thirty (30) days after termination of this license at the sole expense of Licensee.

11. NO WARRANTY. The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

12. ASSIGNMENT. This agreement shall inure to the benefit of and be upon the successors and assigns of the parties hereto.

13. EQUAL OPPORTUNITY. During the performance of this contract, Licensee, hereinafter in this article termed "Contractor" agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the Rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 704 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

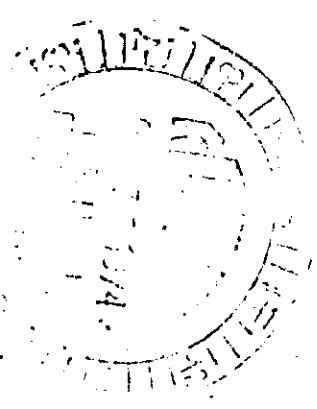
14. COVENANT AGAINST CONTINGENT FEES. The Licensee warrants that no person or agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Licensee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to require Licensee to pay, in addition to the contract consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

15. OFFICIALS NOT TO BENEFIT. No member or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

16. WATER AND AIR POLLUTION CONTROL. The Licensee shall, within its legal authority, comply fully with all applicable Federal laws, orders, and regulations, and the laws of the applicable State, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, groundwater, or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants, and concerning the pollution of the air with respect to radioactive materials or other pollutants.

17. LANDSCAPE PRESERVATION AND NATURAL BEAUTY. The Licensee shall exercise care to preserve the natural landscape and shall conduct its construction operations so as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. Except where clearing is required for permanent works, all trees, native shrubbery, and vegetation shall be preserved and shall be protected from damage which may be caused by Licensee's construction operations and equipment. Movement of crews and equipment within the right-of-way and over routes provided for access to the work shall be performed in a manner to prevent damage to grazing land, crops, or property.

A RESOLUTION AUTHORIZING EXECUTION OF
LICENSE AGREEMENTS WITH THE BUREAU OF
RECLAMATION RELATIVE TO LATERAL AND
DRAIN CROSSINGS IN CONJUNCTION WITH CITY
OF LAS CRUCES PROJECTS.



The City Commission is informed that:

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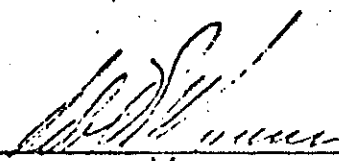
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THAT the Mayor of the City of Las Cruces be authorized to execute such license agreements, the City Clerk to attest thereto.

(3)

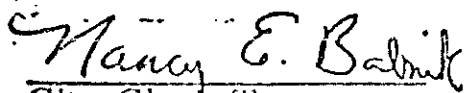
THAT the City staff and officials be authorized to execute appropriate documentation and do all deeds necessary in the accomplishment of the hereinabove.

DONE AND APPROVED this 5th day of August, 1974.

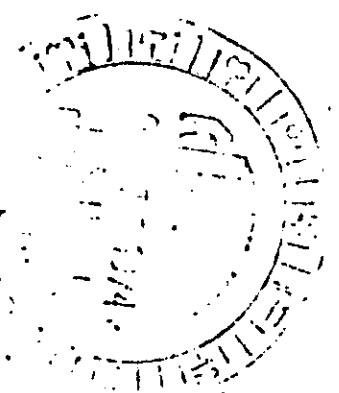


Mayor

ATTEST:



City Clerk-Treasurer
acting
(SEAL)

A RESOLUTION AUTHORIZING EXECUTION OF
LICENSE AGREEMENTS WITH THE BUREAU OF
RECLAMATION RELATIVE TO LATERAL AND
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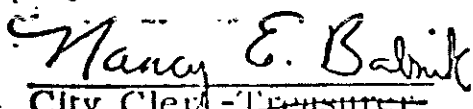
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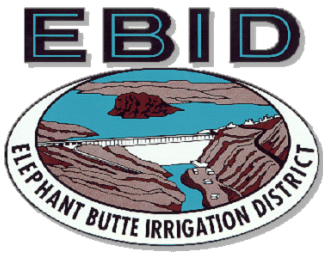


Mayor

ATTEST:



City Clerk-Treasurer
acting
(SEAL)



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: 2026-119

License Number: 2026-L-085

Exhibits Attached: "A" AND "B"

(Place License Number on all exhibits)

Term:

From: AUGUST 12, 2026

To: AUGUST 12, 2036

Month Day Year

Licensee (Name and address)

CITY OF LAS CRUCES / UTILITIES DEPT.

680 N. MOTEL BLVD

LAS CRUCES, NM 88009

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

TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE PARALELLING THE PARK DRAIN FROM APPROXIMATE STATION 387+00 TO 390+00 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

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

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

- LICENSE RENEWAL: X-REFERENCE 05-LM-54-00780
- 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: AUGUST 12, 2026

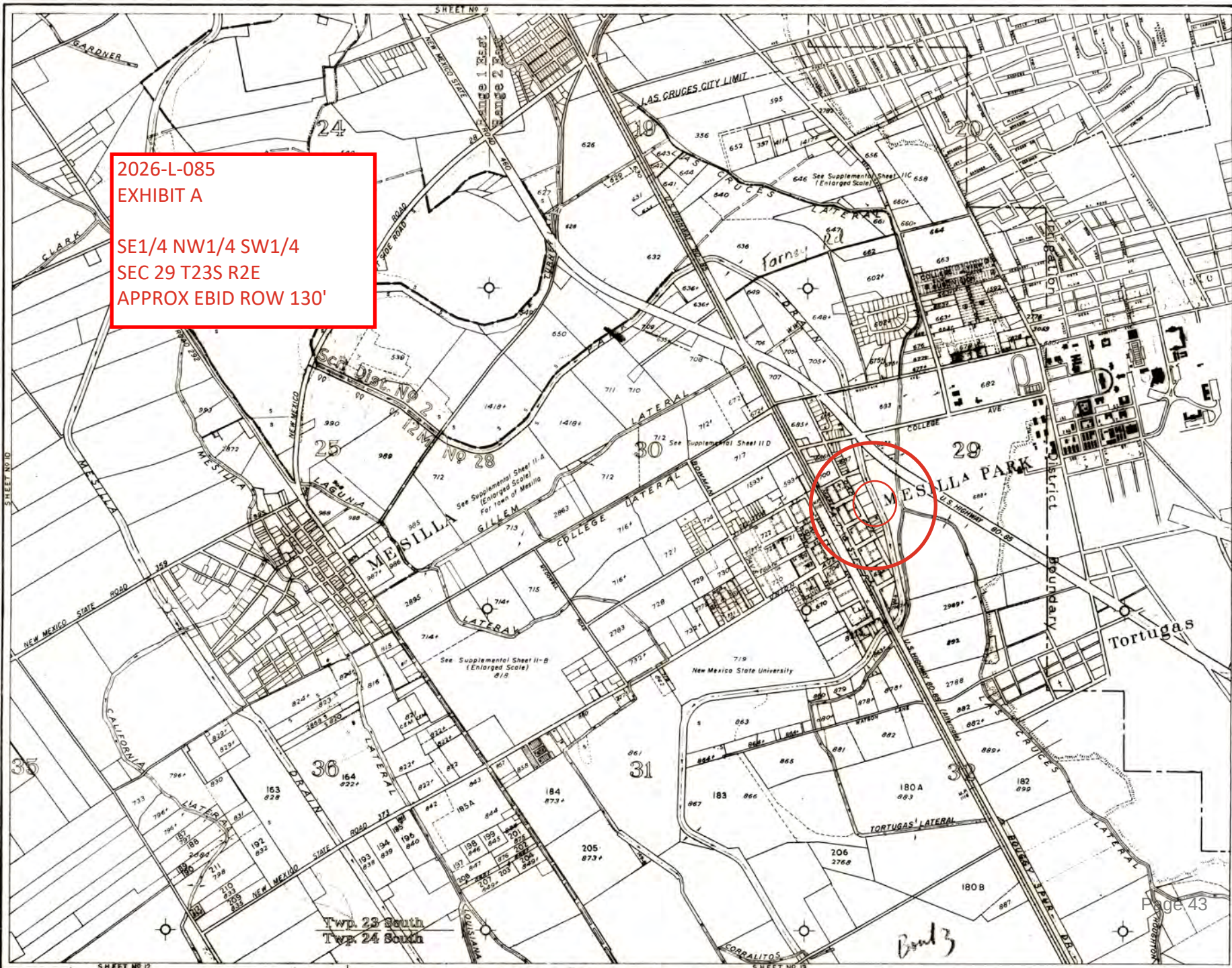
Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer

2026-L-085
EXHIBIT A

SE1/4 NW1/4 SW1/4
SEC 29 T23S R2E
APPROX EBID ROW 130'

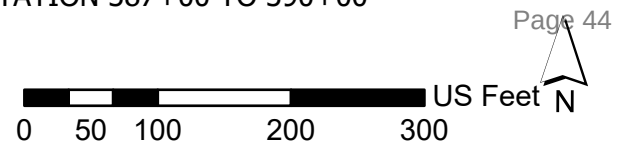


EXPLANATION Canals Suspended Areas Leaves Roads High Land Valley Land Drains Community and Private Ditches Limits of Irrigable Area	AUTHORITIES Compiled from Topographic and Location Surveys by the Bureau of Reclamation. Property lines are from the best information available (private surveys and deed records), but without assurance that they are always accurate or valid.	SCALE 0 500 1000 1500 2000 T 23S. R. 182E. DATE 1959 REVISED	PROPERTY NUMBERS Project Serials of a Property Map are followed by the sheet number, thus, 1172, 11 being the sheet number of this sheet, 72 being the tract number on this sheet. Data and Co. Plat No. 712	BUREAU OF RECLAMATION RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT,	MESILLA VALLEY SHEET — 11 MESILLA PARK
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2026-L-085
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE PARALELLING THE PARK DRAIN FROM APPROXIMATE STATION 387+00 TO 390+00
EBID APPROX. ROW 130'



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRANDE PROJECT, NEW MEXICO-TEXAS

LICENSE AGREEMENT WITH THE CITY OF LAS CRUCES, NEW MEXICO FOR
CONSTRUCTION, OPERATION, AND MAINTENANCE OF A 2 INCH DIAMETER GASLINE,
10 INCH DIAMETER WATERLINE, AND AN 8 INCH DIAMETER SEWERLINE CROSSING
THE PARK DRAIN AT APPROXIMATELY STATION 388+13

THIS LICENSE AGREEMENT, made this 26th day of June,
1985, pursuant to the Act of June 17, 1902, ch. 1093, 32 Stat. 388
(1902) (commonly cited as "The Reclamation Act"), and acts amendatory
thereof and supplementary thereto, including particularly the Act of
August 4, 1939, ch. 418, 53 Stat. 1187 (1939), between the UNITED
STATES OF AMERICA, hereinafter styled "United States", represented by
the officer executing this agreement, hereinafter termed "Contracting
Officer", and the City of Las Cruces, New Mexico, a municipality
organized and existing under and by virtue of the laws of the State of
New Mexico, hereinafter styled "Licensee".

WITNESSETH THAT:

WHEREAS, The City of Las Cruces at its sole cost and expense
desires to construct, operate, and maintain a 2 Inch Diameter Gasline,
10 Inch Diameter Waterline, and an 8 Inch Diameter Sewerline Crossing
the Park Drain at Approximately Station 388+13, a facility of the Rio
Grande Reclamation Project; and

WHEREAS, the granting and exercise of a license on the lands
hereinafter described in the manner and under the conditions set forth
herein will not be incompatible with the requirements of the United
States for the operation and maintenance of the irrigation and
drainage facilities of the Rio Grande Reclamation Project; and

WHEREAS, the granting of the license must be subject to the use
of the land for the purposes of the Rio Grande Reclamation Project.

NOW, THEREFORE, the parties hereto agree as follows:

1. For and upon payment of the consideration hereinafter
stated, the United States to the extent of its interest therein,
hereby grants to Licensee permission for a period of fifty (50) years
from the date hereof to construct, operate, and maintain a 2 Inch
Diameter Gasline, 10 Inch Diameter Waterline, and an 8 Inch Diameter
Sewerline Crossing the Park Drain at Approximately Station 388+13 in

Dona Ana County, New Mexico, as more specifically located and shown on OA Drawing No. 23-503-1189, and as further detailed in plans and specifications on file in the office of the Project Superintendent of the Rio Grande Project, El Paso, Texas.

2. As consideration for the license herein granted immediately upon execution of this agreement, Licensee shall pay to the Bureau of Reclamation the sum of Two Hundred Dollars (\$200.00) based upon the fees and charges:

- a. Fee for issuing and administering the license \$150.00
- b. Environmental & Engineering Review 50.00

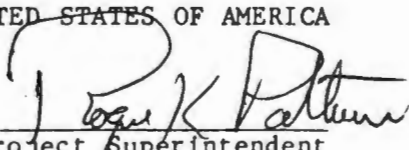
3. Construction shall be accomplished at such time or times and in such a manner as will not interfere with the use or maintenance of the Rio Grande Project facilities as determined by the Project Superintendent or his authorized representative prior to commencement of construction.

4. The General Provisions - License Agreement (FST031673) attached hereto is hereby made a part of this license agreement the same as if it had been expressly set forth herein.

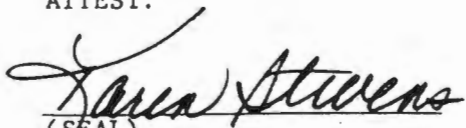
IN WITNESS WHEREOF, the parties hereto have caused this license agreement to be executed as of the day and year first hereinabove written.

UNITED STATES OF AMERICA

By

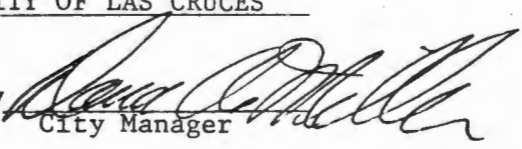

Project Superintendent
Rio Grande Project
Bureau of Reclamation

ATTEST:


(SEAL)

CITY OF LAS CRUCES

By


City Manager

GENERAL PROVISIONS — LICENSE AGREEMENTS

1. **RIGHTS RESERVED TO UNITED STATES.** There is reserved to the United States and its assigns the prior right to use any of the lands herein described to construct, operate and maintain structures and facilities including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephones and telegraph lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

2. **LICENSEE RESPONSIBLE FOR CHARGES.** The Licensee further agrees that if the construction of any or all of such structures and facilities across, over or upon said lands should be more expensive by reason of the existence of improvements or works of Licensee thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty (30) days after demand is made upon the Licensee for payment of any such sums, Licensee will make payment thereof to the United States or any of its assigns constructing such structures and facilities on said lands. As an alternative to payment, Licensee, at its sole cost and expense and within the time limits established by the United States, may remove or adapt facilities constructed and operated by it on said lands to accommodate the aforementioned structures and facilities of the United States. The Licensee shall bear the cost to the United States occasioned by the failure of Licensee to remove or adapt its facilities within the time limits specified.

3. **ACCESS RESERVED TO UNITED STATES.** There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passover, and egress from all of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.

4. **LICENSEE SUBJECT TO EXISTING RIGHTS.** This license is subject to existing rights-of-way for highways, roads, canals, laterals, drains, ditches, pipelines, electrical transmission lines, telegraph and telephone lines, over any part of the described lands.

5. **UNITED STATES BECD HARMLESS.** a. The United States does not assume any liability and Licensee agrees to indemnify and hold the United States harmless for injury or damage to any persons or property that may arise during and in consequence of the use, occupancy, and enjoyment by Licensee of the license granted herein; or the design of, construction of, erection of, presence of, maintenance of, or failure to properly and safely construct, operate and maintain, use and occupy any and all of the structures and facilities aforesaid by part thereof.

b. The Licensee further agrees that the United States, its officers, agents, and employees and its assigns, shall not be held liable for any damage to Licensee's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this license.

6. **RELEASE FROM LIABILITY.** The Licensee hereby releases the United States from liability for any and all loss or damage of every description or kind whatsoever, which may result to the Licensee from the construction, operation, and maintenance of Project works upon said land, provided that nothing in this agreement shall be construed as releasing the United States from responsibility for its own negligence.

7. **LICENSEE TO DEFEND TITLE.** The Licensee shall defend the United States in any action which alleges that Licensee's use of Project right-of-way or facilities under this agreement is unlawful in any manner and further agrees to indemnify and hold the United States harmless from the decision in any such type of litigation.

8. **INTERFERENCE PROHIBITED.** The Licensee shall use, occupy, and maintain said facilities with all reasonable diligence and precaution to avoid damage to or obstruction of the irrigation and drainage facilities or other structures of the United States, or any interference in any way with the operation and maintenance of the same.

9. **TERM OF LICENSE — TERMINATION.** Bonus of the licensed lands for the purposes for which this license is issued continuing at any time for a period of two (2) years, shall, at the option of the United States, upon a termination of this agreement and of all rights of the Licensee hereunder, and the term hereof shall in any event expire by limitation at the end of fifty (50) years from the date hereof. All rights granted to the Licensee under this agreement are subject to termination upon failure of Licensee to comply with the terms thereof.

10. **REMOVAL OF FACILITIES.** Unless otherwise approved by the United States, all facilities licensed under this agreement shall be removed by Licensee from the right-of-way of the United States within thirty (30) days after termination of this license at the sole expense of Licensee.

11. **NO WARRANTY.** The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

12. **ASSIGNMENT.** This agreement shall inure to the benefit of and be upon the successors and assigns of the parties hereto.

13. **EQUAL OPPORTUNITY.** During the performance of this contract, Licensee, hereinafter in this article termed "Contractor" agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the Rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 704 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

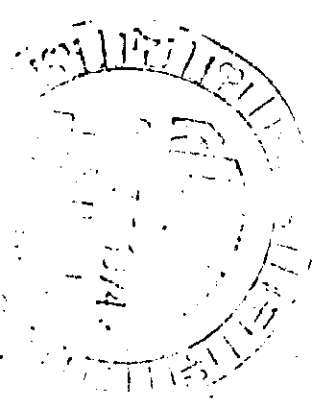
14. **COVENANT AGAINST CONTINGENT FEES.** The Licensee warrants that no person or agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Licensee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to require Licensee to pay, in addition to the contract consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

15. **OFFICIALS NOT TO BENEFIT.** No member or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

16. **WATER AND AIR POLLUTION CONTROL.** The Licensee shall, within its legal authority, comply fully with all applicable Federal laws, orders, and regulations, and the laws of the applicable State, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, groundwater, or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants, and concerning the pollution of the air with respect to radioactive materials or other pollutants.

17. **LANDSCAPE PRESERVATION AND NATURAL BEAUTY.** The Licensee shall exercise care to preserve the natural landscape and shall conduct its construction operations so as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. Except where clearing is required for permanent works, all trees, native shrubbery, and vegetation shall be preserved and shall be protected from damage which may be caused by Licensee's construction operations and equipment. Movement of crews and equipment within the right-of-way and over routes provided for access to the work shall be performed in a manner to prevent damage to grazing land, crops, or property.

A RESOLUTION AUTHORIZING EXECUTION OF
LICENSE AGREEMENTS WITH THE BUREAU OF
RECLAMATION RELATIVE TO LATERAL AND
DRAIN CROSSINGS IN CONJUNCTION WITH CITY
OF LAS CRUCES PROJECTS.



The City Commission is informed that:

The City of Las Cruces is engaged, in cooperation with the Federal government, in various projects to which improvement, addition, relocation, and related construction is authorized or planned to the utility system, gas, water, sanitary sewer, and storm sewer, within its entire system.

Said projects require from time-to-time crossings, easements, or other work to be performed which, in turn, require a license agreement in each instance with the United States Department of the Interior, Bureau of Reclamation.

Said agreements impose regulations and requirements upon the City, license issuance, administration fees and inspection fees at cost, and other terms and conditions with which the City Commission of the City of Las Cruces is familiar, understands, and is agreeable therewith.

THEREFORE, the City Commission of the City of Las Cruces, New Mexico, determines, resolves, and orders as follows:

(1)

THAT such license agreements with the Bureau of Reclamation as have been presented for approval, or may be presented for approval, in conjunction with any City authorized project be accepted, authorized, and approved.

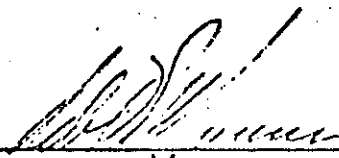
(2)

THAT the Mayor of the City of Las Cruces be authorized to execute such license agreements, the City Clerk to attest thereto.

(3)

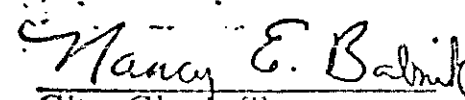
THAT the City staff and officials be authorized to execute appropriate documentation and do all deeds necessary in the accomplishment of the hereinabove.

DONE AND APPROVED this 5th day of August, 1974.

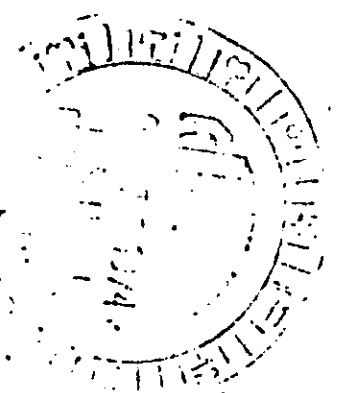


Mayor

ATTEST:



Nancy E. Babik
City Clerk-Treasurer
acting
(SEAL)

A RESOLUTION AUTHORIZING EXECUTION OF
LICENSE AGREEMENTS WITH THE BUREAU OF
RECLAMATION RELATIVE TO LATERAL AND
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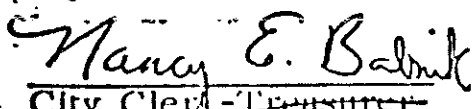
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DONE AND APPROVED this 5th day of August, 1974.

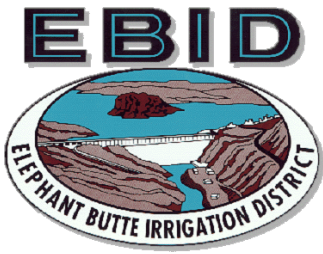


Mayor

ATTEST:



City Clerk-Treasurer
acting
(SEAL)



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: 2026-120

License Number: 2026-L-086

Exhibits Attached: "A" AND "B"

(Place License Number on all exhibits)

Term:

From: AUGUST 12, 2026

To: AUGUST 12, 2036

Month Day Year

Licensee (Name and address)

CITY OF LAS CRUCES / UTILITIES DEPT.

680 N. MOTEL BLVD

LAS CRUCES, NM 88009

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

TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE CROSSING THE LAS CRUCES LATERAL FROM APPROXIMATE STATION 159+00 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

LOCATED IN THE NE¼ OF SE¼ OF THE SW¼ OF SECTION 7, TOWNSHIP 23 SOUTH, RANGE 2 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.)

- LICENSE RENEWAL: X-REFERENCE 14-06-503-1912
- 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

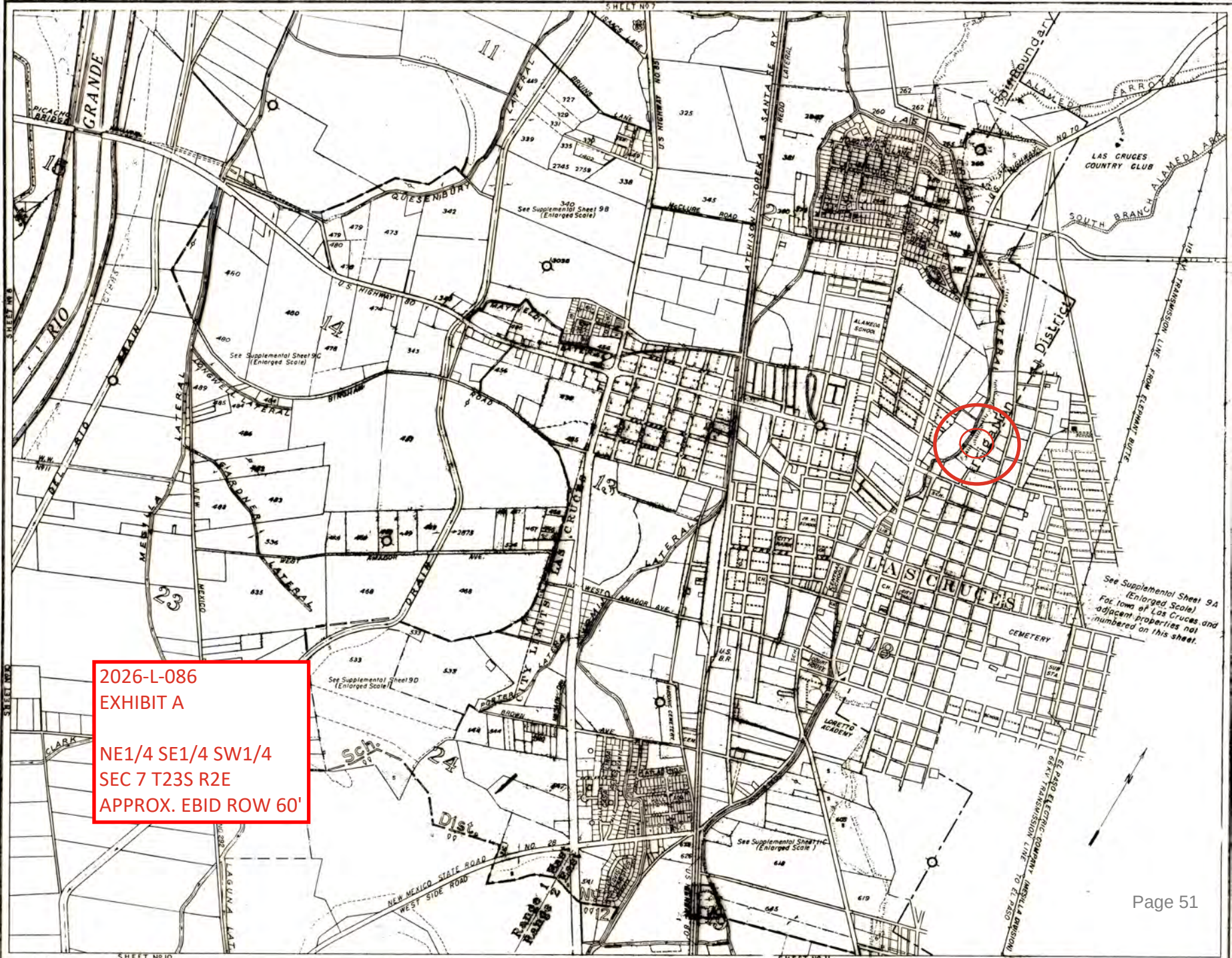
****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: AUGUST 12, 2026

Approved by EBID Board of Directors

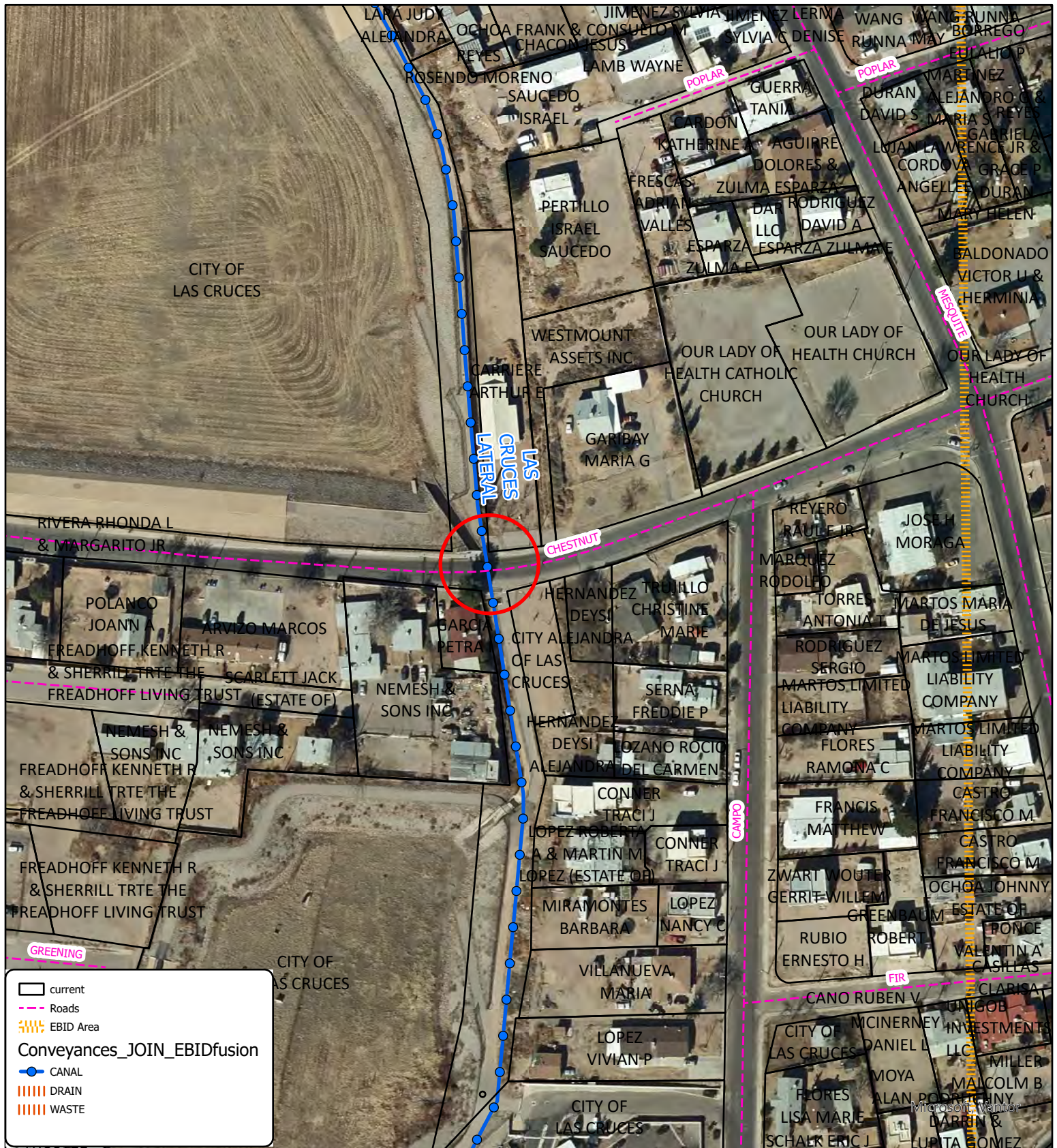
SIGNATURE/DATE:

Approved by EBID Engineer



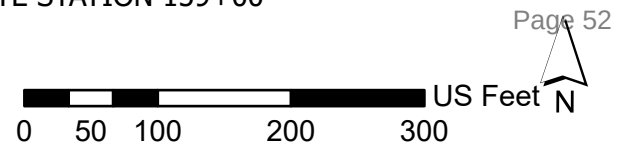
2026-L-086
EXHIBIT A

NE1/4 SE1/4 SW1/4
SEC 7 T23S R2E
APPROX. EBID ROW 60'



2026-L-086
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE CROSSING THE LAS CRUCES LATERAL FROM APPROXIMATE STATION 159+00
EBID APPROX. ROW 60'



(FST021271)

Contract No. 14-06-503-1912

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRANDE PROJECT, NEW MEXICO-TEXAS

LICENSE AGREEMENT WITH THE CITY OF LAS CRUCES, NEW MEXICO,
FOR CONSTRUCTION AND MAINTENANCE OF A WATER LINE, SANITARY
SEWER, AND GAS LINE CROSSINGS OF THE LAS CRUCES LATERAL

THIS AGREEMENT, made this 4 day of March, 1971, in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly the Reclamation Project Act of 1939 (53 Stat. 1187), between the UNITED STATES OF AMERICA, hereinafter referred to as "United States", represented by the officer executing this agreement, hereinafter termed "Contracting Officer", it being understood that the obligations of the United States hereunder relate only to the activities of the Bureau of Reclamation, and the CITY OF LAS CRUCES, NEW MEXICO, a municipal corporation duly organized and existing under and by virtue of the laws of the State of New Mexico, hereinafter styled "City".

WITNESSETH THAT:

WHEREAS, City at its sole expense desires to construct, operate and maintain domestic water supply line, sanitary sewer line and natural gas pipeline crossings of the Las Cruces Lateral at its intersection with Chestnut Avenue; and

WHEREAS, the granting and exercise of the license or right-of-way of the United States in the manner and under the conditions set forth will not be incompatible with the requirements of the United States for the operation and maintenance of the irrigation facilities of the Federal Rio Grande Reclamation Project.

NOW, THEREFORE, the parties hereto agree as follows:

1. For and upon payment of the consideration hereinafter stated, the United States, to the extent of its interest therein hereby grants to City permission for a period of fifty (50) years from the date hereof to construct, operate and maintain at or near the juncture of Chestnut Avenue and Las Cruces Lateral a 6-inch water main, and 8-inch sanitary sewer and a 2-inch gas line, all as more specifically located and shown on Exhibit "A" attached hereto and by this reference made a part hereof.

2. City agrees to bear the cost to the United States of issuing and administering this license agreement, including the cost of inspection of construction. To this end City will, upon execution of this agreement by the parties, pay to the United States the sum of Two Hundred and Twenty Dollars (\$220.00) of which \$50.00 is for issuing and administering this license and \$170.00 is the estimated cost of inspection of construction work. In the event the actual cost to the United States of inspection of construction work exceeds \$170.00, City agrees to pay the excess cost. In the event the actual cost to the United States of inspection of construction is less than \$170.00, the United States will reimburse City the excess of the advancement over actual cost of construction inspection.

3. Construction shall be accomplished at such time or times as will not interfere with the use of the Rio Grande Project facilities as determined by the Project Superintendent or his authorized representative prior to commencement of construction.

4. There is reserved to the United States and its assigns the prior right to use any of the lands herein described to construct, operate and maintain structures and facilities including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephone and telegraph lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

5. The City further agrees that if the construction of any or all of such structures and facilities across, over or upon said lands should be made more expensive by reason of the existence of improvements or works of the City thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty (30) days after demand is made upon the City for payment of any such sums, the City will make payment thereof to the United States or any of its assigns constructing such structures and facilities on said lands. As an alternate to payment, the City, at its sole cost and expense and within the time limits established by the United States, may remove or adapt facilities constructed and operated by it on said lands to accommodate the aforementioned structures and facilities of the United States.

6. The City shall bear the cost to the United States of any failure of the City to remove or adapt its facilities within the time limits specified.

7. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passover, and egress from all of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.

8. The City further agrees that the United States, its officers, agents, and employees and its assigns, shall not be held liable for any damage to City's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this license.

9. This license is subject to existing rights-of-way for highways, roads, canals, laterals, drains, ditches, pipelines, electrical transmission lines, telegraph and telephone lines, over any part of the described lands.

10. The United States does not assume any liability and the City agrees to indemnify and hold the United States harmless for injury or damage to any persons or property that may arise during and in consequence of the use, occupancy, and enjoyment by the City of the license granted herein; or the design of, construction of, erection of, presence of, maintenance of, or failure to properly and safely construct, operate and maintain, use and occupy any and all of the structures and facilities aforesaid or any part thereof.

11. The City hereby releases the United States from liability for any and all loss or damage or every description or kind whatsoever, which may result to the City from the construction, operation, and maintenance of the Rio Grande Project works upon said land, provided that nothing in this agreement shall be construed as releasing the United States from responsibility for its own negligence.

12. The City shall defend the United States in any action which alleges that the City's use of Project right-of-way or facilities under this agreement is unlawful in any manner and further agrees to indemnify and hold the United States harmless from the decision in any such type of litigation.

13. The City shall use, occupy, and maintain said facilities with all reasonable diligence and precaution to avoid damage to or obstruction of the irrigation and drainage facilities or other structures of the United States, or any interference in any way with the operation and maintenance of the same.

14. Nonuse of the licensed lands by the City for the purposes for which licensed, continuing at any time for a period of two (2) years, shall, at the option of the United States, work a termination of this agreement and of all rights of the City hereunder.

15. Unless otherwise approved by the United States, all facilities of the City licensed under this agreement shall be removed by the City from the right-of-way of the United States within thirty (30) days after termination of this license at the sole expense of the City.

16. The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

17. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

18. EQUAL OPPORTUNITY CLAUSE - The provisions required by Executive Order 11246 of September 24, 1965, a copy of which provisions is attached hereto, marked Exhibit B, and by this reference incorporated herein, shall apply as fully as though herein set forth at length. The term "contractor", where used in Exhibit B, shall be understood to refer to the City of Las Cruces, New Mexico, otherwise in this license termed "City."

19. The City warrants that no person or agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the City for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to require the City to pay, in addition to the contract consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

20. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

FST021271)

IN WITNESS WHEREOF, the parties have caused this contract
to be executed the day and year first hereinabove written.

UNITED STATES OF AMERICA

By /s/ James W. Kirby
Project Superintendent
Rio Grande Project
Bureau of Reclamation

CITY OF LAS CRUCES, NEW MEXICO

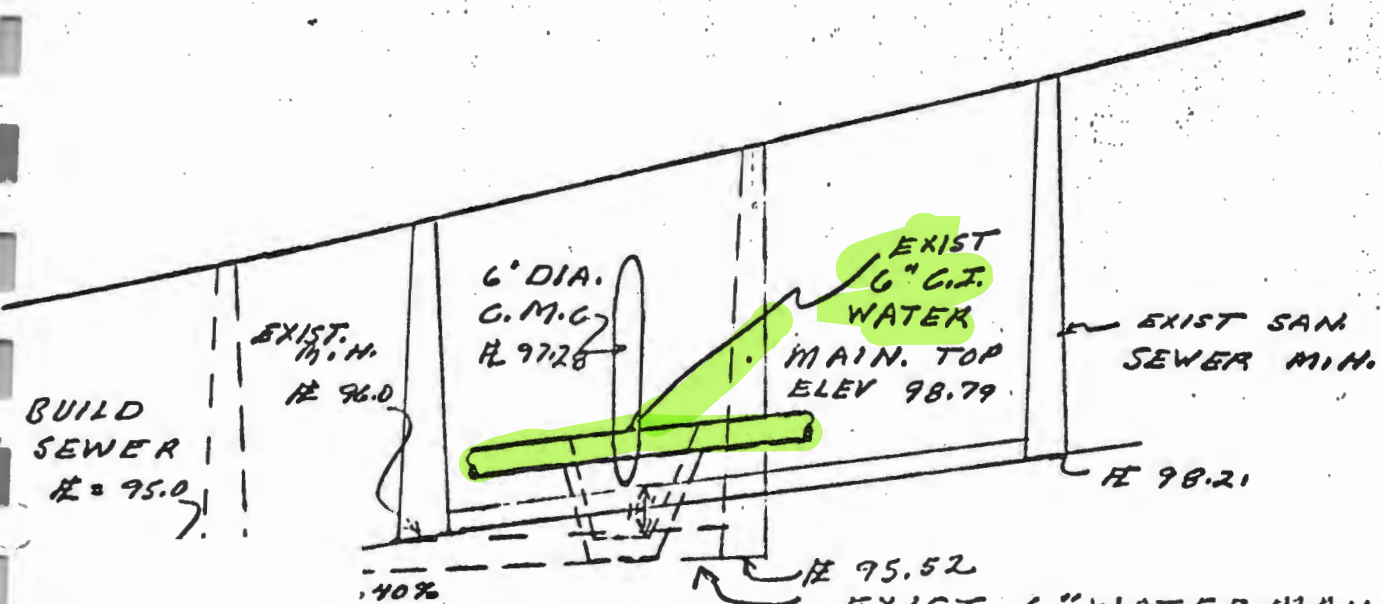
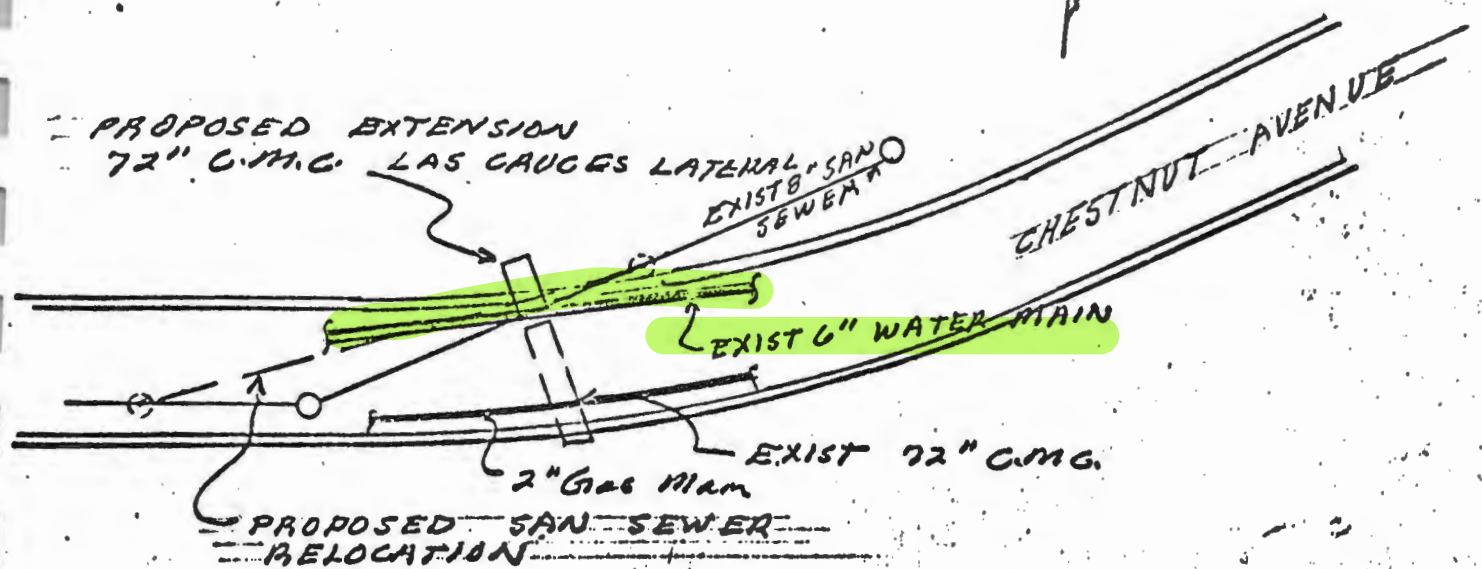
By J. Heaton
Mayor

ATTEST:

[Signature]
City Clerk

PROPOSED FACILITY
 PROJECT - 8" SAN. SEWER AND
 6" WATER MAIN
 TYPE STRUCTURE - 8" V.C. SAN SEWER
 AND 6" C.I. WATER MAIN
 COUNTY OF DONA ANA
 STATE OF NEW MEXICO
 APPLICATION BY - CITY OF LAS CRUCES

EXHIBIT A



SCALE
 1" = 50' HORIZ
 EXIST. 6" WATER MAIN,
 8" SAN. SEWER AND
 2" GAS MAIN RELOCATED
 1' CLEARANCE

EQUAL OPPORTUNITY

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

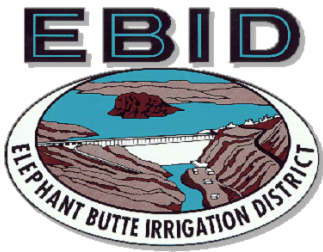
(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(FST101468)

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



Elephant Butte Irrigation District

606 Soth Melendres Street

Las Cruces, NM 88001

RIGHT OF USE LICENSE

Special Use ☒ Limited Use ☐

Engineering Number: 002

License Number: 0-0

Exhibits Attached: "A" AND "B"

Term:

From: AUGUST 2, 2006

To: AUGUST 2, 2006

D Y

Licensee: [Redacted]

CITY OF LAS CRUCES /UTILITIES DEPT.

01. MOTEL BLVD

LAS CRUCES, NM 88001 9

Purpose: [Redacted]

TO OPERATE AND MAINTAIN AN EXISTING BURIED GAS LINE CROSSING THE LAS CRUCES LATERAL FROM APPROXIMATE STATION 900 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

Description of Premises: F E [Redacted]

LOCATED IN THE NE 1/4 OF SE 1/4 OF THE SW 1/4 OF SECTION 7 TOWNSHIP 2 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: [Redacted]

[Redacted]

x LICENSE RENEWAL: X REFERENCE 1-0-0-0

x NO CONSTRUCTION ALLOWED DURING IRRIGATION SEASON

The Licensee has read and received 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.

[Redacted]

ASSIGNMANAGING AGENCY

[Redacted]

LICENSEE

AGENCY: ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE: TREASURER/ANAGER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

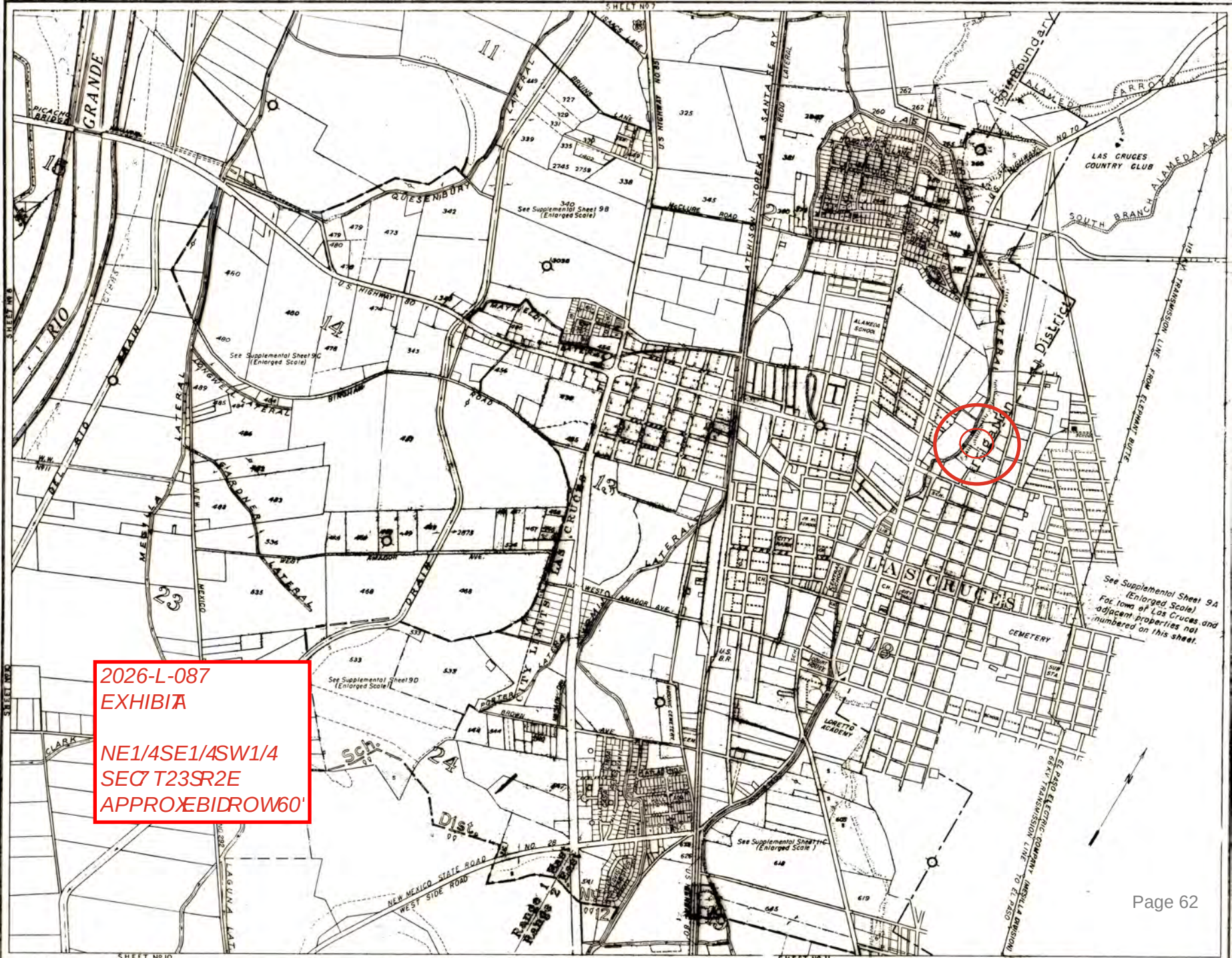
****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: AUGUST 2, 2006

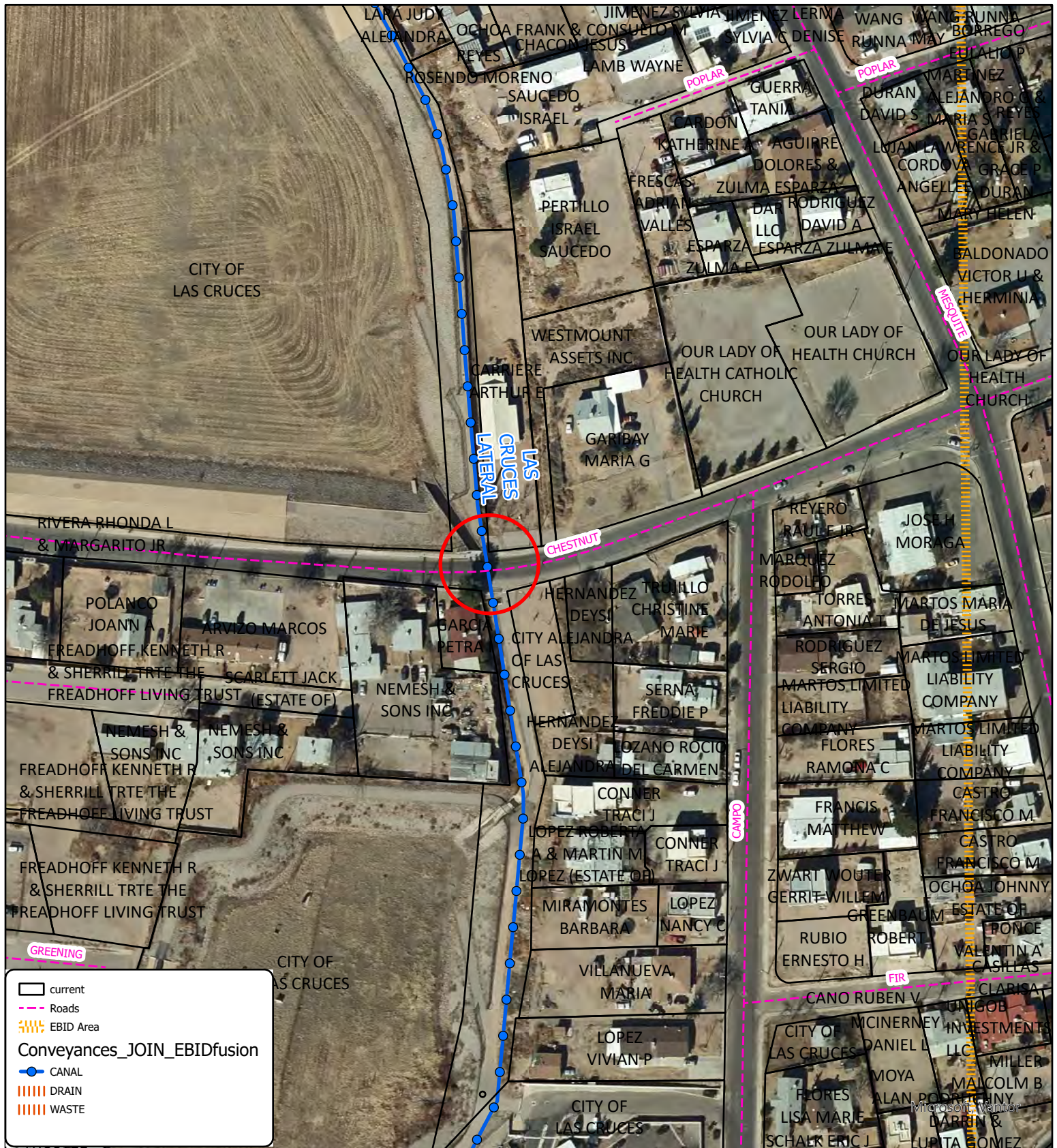
Approved by EBID Board of Directors

SIGNATURE DATE:

Approved by EBID Engineer

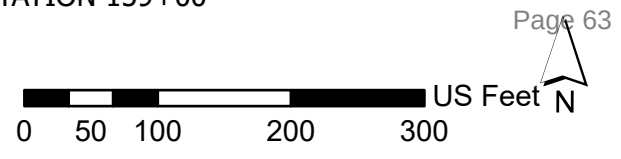


2026-L-087
EXHIBIT A
NE1/4SE1/4SW1/4
SEC7 T23SR2E
APPROX BID ROW 60'



2026-L-087
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING BURIED GAS LINE CROSSING THE LAS CRUCES LATERAL FROM APPROXIMATE STATION 159+00
EBID APPROX. ROW 60'



(FST021271)

Contract No. 14-06-503-1912

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRANDE PROJECT, NEW MEXICO-TEXAS

LICENSE AGREEMENT WITH THE CITY OF LAS CRUCES, NEW MEXICO,
FOR CONSTRUCTION AND MAINTENANCE OF A WATER LINE, SANITARY
SEWER, AND GAS LINE CROSSINGS OF THE LAS CRUCES LATERAL

THIS AGREEMENT, made this 4 day of March, 1971, in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly the Reclamation Project Act of 1939 (53 Stat. 1187), between the UNITED STATES OF AMERICA, hereinafter referred to as "United States", represented by the officer executing this agreement, hereinafter termed "Contracting Officer", it being understood that the obligations of the United States hereunder relate only to the activities of the Bureau of Reclamation, and the CITY OF LAS CRUCES, NEW MEXICO, a municipal corporation duly organized and existing under and by virtue of the laws of the State of New Mexico, hereinafter styled "City".

WITNESSETH THAT:

WHEREAS, City at its sole expense desires to construct, operate and maintain domestic water supply line, sanitary sewer line and natural gas pipeline crossings of the Las Cruces Lateral at its intersection with Chestnut Avenue; and

WHEREAS, the granting and exercise of the license or right-of-way of the United States in the manner and under the conditions set forth will not be incompatible with the requirements of the United States for the operation and maintenance of the irrigation facilities of the Federal Rio Grande Reclamation Project.

NOW, THEREFORE, the parties hereto agree as follows:

1. For and upon payment of the consideration hereinafter stated, the United States, to the extent of its interest therein hereby grants to City permission for a period of fifty (50) years from the date hereof to construct, operate and maintain at or near the juncture of Chestnut Avenue and Las Cruces Lateral a 6-inch water main, and 8-inch sanitary sewer and a 2-inch gas line, all as more specifically located and shown on Exhibit "A" attached hereto and by this reference made a part hereof.

2. City agrees to bear the cost to the United States of issuing and administering this license agreement, including the cost of inspection of construction. To this end City will, upon execution of this agreement by the parties, pay to the United States the sum of Two Hundred and Twenty Dollars (\$220.00) of which \$50.00 is for issuing and administering this license and \$170.00 is the estimated cost of inspection of construction work. In the event the actual cost to the United States of inspection of construction work exceeds \$170.00, City agrees to pay the excess cost. In the event the actual cost to the United States of inspection of construction is less than \$170.00, the United States will reimburse City the excess of the advancement over actual cost of construction inspection.

3. Construction shall be accomplished at such time or times as will not interfere with the use of the Rio Grande Project facilities as determined by the Project Superintendent or his authorized representative prior to commencement of construction.

4. There is reserved to the United States and its assigns the prior right to use any of the lands herein described to construct, operate and maintain structures and facilities including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephone and telegraph lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

5. The City further agrees that if the construction of any or all of such structures and facilities across, over or upon said lands should be made more expensive by reason of the existence of improvements or works of the City thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty (30) days after demand is made upon the City for payment of any such sums, the City will make payment thereof to the United States or any of its assigns constructing such structures and facilities on said lands. As an alternate to payment, the City, at its sole cost and expense and within the time limits established by the United States, may remove or adapt facilities constructed and operated by it on said lands to accommodate the aforementioned structures and facilities of the United States.

6. The City shall bear the cost to the United States of any failure of the City to remove or adapt its facilities within the time limits specified.

(FST021271)

7. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passover, and egress from all of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.

8. The City further agrees that the United States, its officers, agents, and employees and its assigns, shall not be held liable for any damage to City's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this license.

9. This license is subject to existing rights-of-way for highways, roads, canals, laterals, drains, ditches, pipelines, electrical transmission lines, telegraph and telephone lines, over any part of the described lands.

10. The United States does not assume any liability and the City agrees to indemnify and hold the United States harmless for injury or damage to any persons or property that may arise during and in consequence of the use, occupancy, and enjoyment by the City of the license granted herein; or the design of, construction of, erection of, presence of, maintenance of, or failure to properly and safely construct, operate and maintain, use and occupy any and all of the structures and facilities aforesaid or any part thereof.

11. The City hereby releases the United States from liability for any and all loss or damage or every description or kind whatsoever, which may result to the City from the construction, operation, and maintenance of the Rio Grande Project works upon said land, provided that nothing in this agreement shall be construed as releasing the United States from responsibility for its own negligence.

12. The City shall defend the United States in any action which alleges that the City's use of Project right-of-way or facilities under this agreement is unlawful in any manner and further agrees to indemnify and hold the United States harmless from the decision in any such type of litigation.

13. The City shall use, occupy, and maintain said facilities with all reasonable diligence and precaution to avoid damage to or obstruction of the irrigation and drainage facilities or other structures of the United States, or any interference in any way with the operation and maintenance of the same.

14. Nonuse of the licensed lands by the City for the purposes for which licensed, continuing at any time for a period of two (2) years, shall, at the option of the United States, work a termination of this agreement and of all rights of the City hereunder.

15. Unless otherwise approved by the United States, all facilities of the City licensed under this agreement shall be removed by the City from the right-of-way of the United States within thirty (30) days after termination of this license at the sole expense of the City.

16. The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

17. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

18. EQUAL OPPORTUNITY CLAUSE - The provisions required by Executive Order 11246 of September 24, 1965, a copy of which provisions is attached hereto, marked Exhibit B, and by this reference incorporated herein, shall apply as fully as though herein set forth at length. The term "contractor", where used in Exhibit B, shall be understood to refer to the City of Las Cruces, New Mexico, otherwise in this license termed "City."

19. The City warrants that no person or agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the City for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to require the City to pay, in addition to the contract consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

20. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

FST021271)

IN WITNESS WHEREOF, the parties have caused this contract
to be executed the day and year first hereinabove written.

UNITED STATES OF AMERICA

By /s/ James W. Kirby
Project Superintendent
Rio Grande Project
Bureau of Reclamation

CITY OF LAS CRUCES, NEW MEXICO

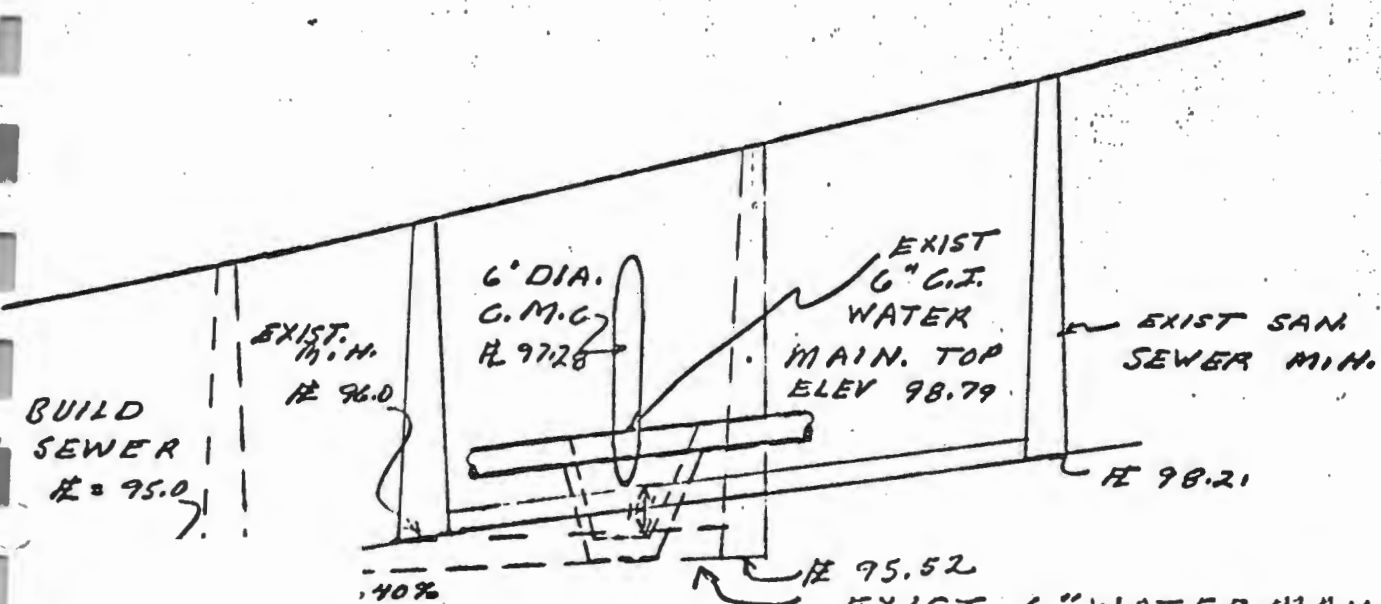
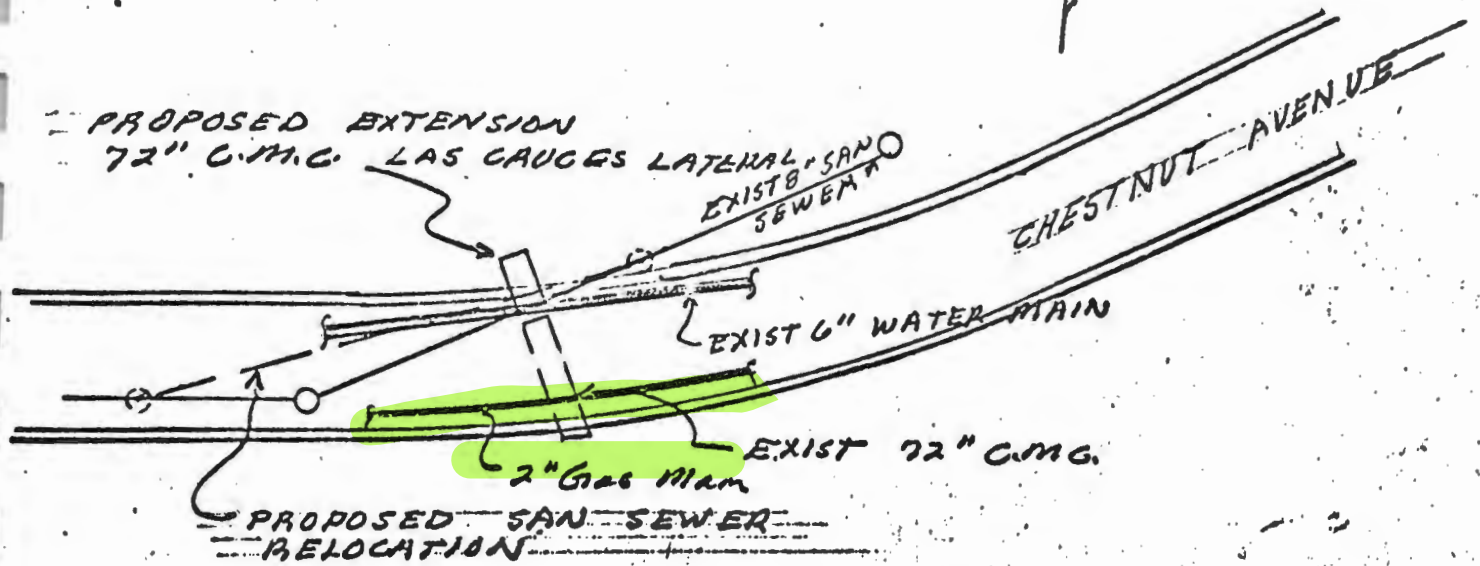
By J. Heaton
Mayor

ATTEST:

[Signature]
City Clerk

PROPOSED FACILITY
 PROJECT - 8" SAN. SEWER AND
 6" WATER MAIN
 TYPE STRUCTURE - 8" V.C. SAN SEWER
 AND 6" C.I. WATER MAIN
 COUNTY OF DONA ANA
 STATE OF NEW MEXICO
 APPLICATION BY - CITY OF LAS CRUCES

EXHIBIT A



SCALE
 1" = 50' HORIZ

EXIST 6" WATER MAIN,
 8" SAN. SEWER AND
 2" GAS MAIN RELOCATED
 1" CLEARANCE

EQUAL OPPORTUNITY

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

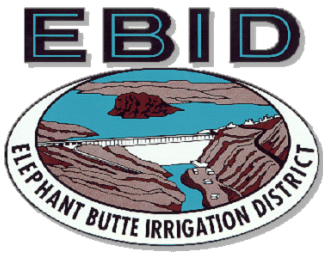
(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(FST101468)

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



Elephant Butte Irrigation District
530 South Melendres Street
Las Cruces, NM 88005
575-526-6671

RIGHT OF USE LICENSE

Special Use ☒ Limited Use ☐

Engineering Job Number : 2026- 122
License Number : 2026-L-088
Exhibits Attached: "A" AND "B"
(Place License Number on all exhibits)
Term :
From : AUGUST 12, 2026
To : AUGUST 12, 2036
Month Day Year

Licensee (Name and address)

CITY OF LAS CRUCES / UTILITIES DEPT.
680 N. MOTEL BLVD
LAS CRUCES, NM 8800 9

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

TO OPERATE AND MAINTAIN AN EXISTING BURIED SEWER PIPE CROSSING THE LAS CRUCES LATERAL FROM
APPROXIMATE STATION 159+ 00 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART
HEREOF .

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

LOCATED IN THE NE ¼ OF SE¼ OF THE SW¼ OF SECTION 7, TOWNSHIP 23 SOUTH, RANGE 2 EAST , NMPM, OF THE
USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS
S HOWN 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.)

X LICENSE RENEWAL: X- REFERENCE 14-06-503- 1912
X 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

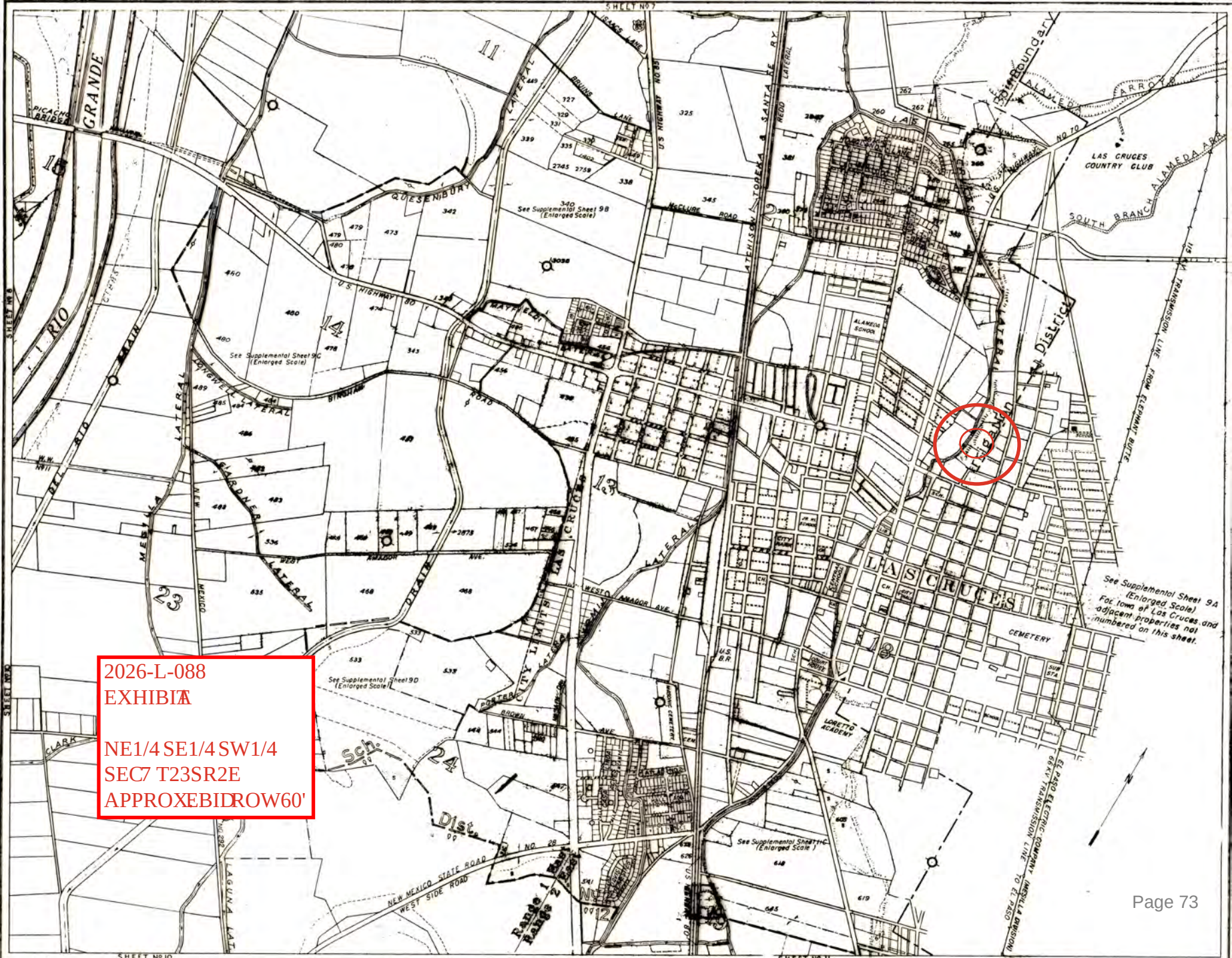
*** LIENSE IS NOWLID NLESS ALL FEES AR PAID AND SIGNED BY BOTH EBID AND THE LIENSEE ***

DATE: AUGUST 12, 2026

Approved by EBID Board of Directors

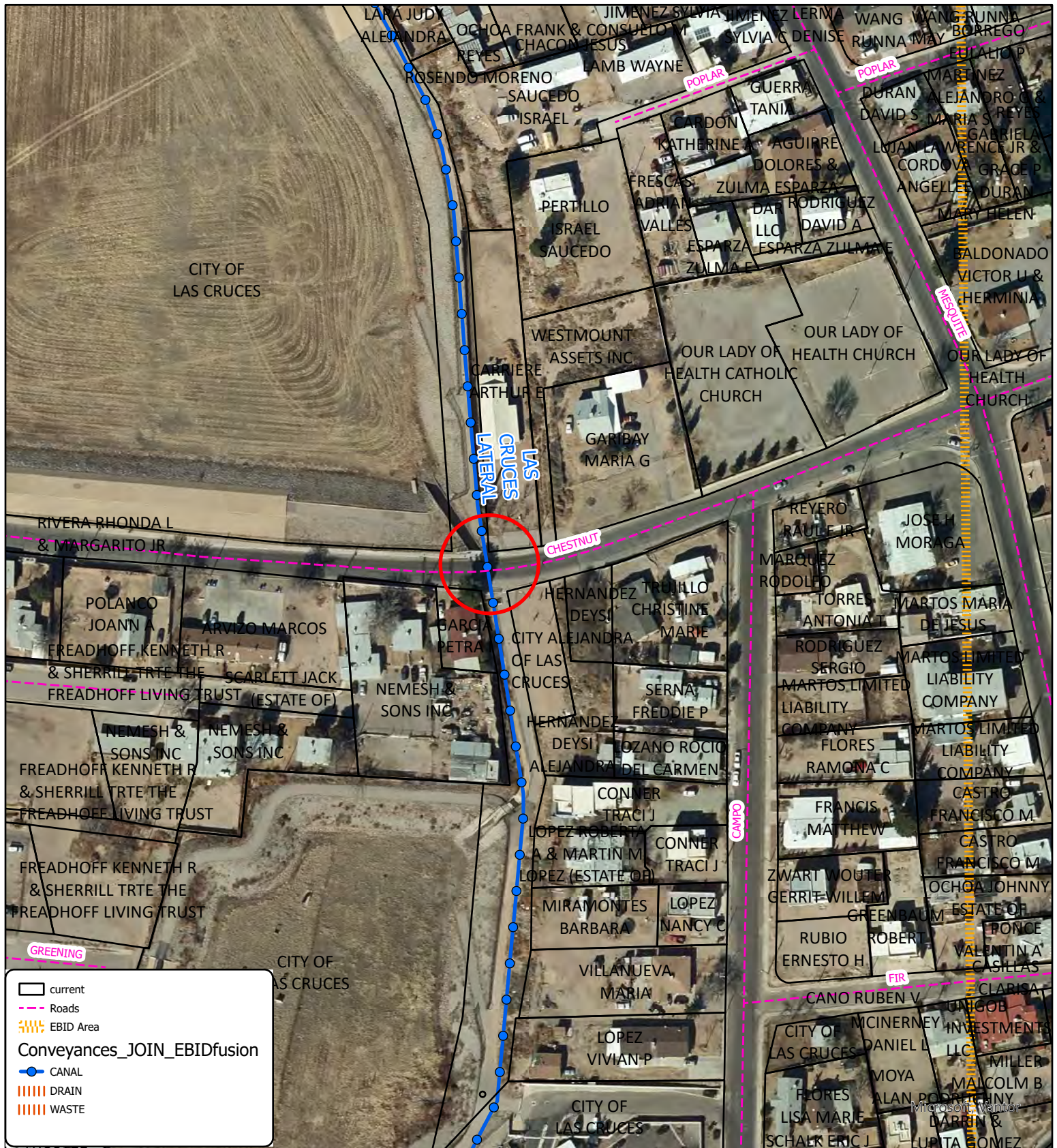
SIGNATURE/DATE:

Approved by EBID Engineer r



2026-L-088
EXHIBIT A
NE1/4 SE1/4 SW1/4
SEC7 T23SR2E
APPROXEBIDROW60'





2026-L-088
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING BURIED SEWER PIPE CROSSING THE LAS CRUCES LATERAL FROM APPROXIMATE STATION 159+00
EBID APPROX. ROW 60'

(FST021271)

Contract No. 14-06-503-1912

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRANDE PROJECT, NEW MEXICO-TEXAS

LICENSE AGREEMENT WITH THE CITY OF LAS CRUCES, NEW MEXICO,
FOR CONSTRUCTION AND MAINTENANCE OF A WATER LINE, SANITARY
SEWER, AND GAS LINE CROSSINGS OF THE LAS CRUCES LATERAL

THIS AGREEMENT, made this 4 day of March, 1971, in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly the Reclamation Project Act of 1939 (53 Stat. 1187), between the UNITED STATES OF AMERICA, hereinafter referred to as "United States", represented by the officer executing this agreement, hereinafter termed "Contracting Officer", it being understood that the obligations of the United States hereunder relate only to the activities of the Bureau of Reclamation, and the CITY OF LAS CRUCES, NEW MEXICO, a municipal corporation duly organized and existing under and by virtue of the laws of the State of New Mexico, hereinafter styled "City".

WITNESSETH THAT:

WHEREAS, City at its sole expense desires to construct, operate and maintain domestic water supply line, sanitary sewer line and natural gas pipeline crossings of the Las Cruces Lateral at its intersection with Chestnut Avenue; and

WHEREAS, the granting and exercise of the license or right-of-way of the United States in the manner and under the conditions set forth will not be incompatible with the requirements of the United States for the operation and maintenance of the irrigation facilities of the Federal Rio Grande Reclamation Project.

NOW, THEREFORE, the parties hereto agree as follows:

1. For and upon payment of the consideration hereinafter stated, the United States, to the extent of its interest therein hereby grants to City permission for a period of fifty (50) years from the date hereof to construct, operate and maintain at or near the juncture of Chestnut Avenue and Las Cruces Lateral a 6-inch water main, and 8-inch sanitary sewer and a 2-inch gas line, all as more specifically located and shown on Exhibit "A" attached hereto and by this reference made a part hereof.

2. City agrees to bear the cost to the United States of issuing and administering this license agreement, including the cost of inspection of construction. To this end City will, upon execution of this agreement by the parties, pay to the United States the sum of Two Hundred and Twenty Dollars (\$220.00) of which \$50.00 is for issuing and administering this license and \$170.00 is the estimated cost of inspection of construction work. In the event the actual cost to the United States of inspection of construction work exceeds \$170.00, City agrees to pay the excess cost. In the event the actual cost to the United States of inspection of construction is less than \$170.00, the United States will reimburse City the excess of the advancement over actual cost of construction inspection.

3. Construction shall be accomplished at such time or times as will not interfere with the use of the Rio Grande Project facilities as determined by the Project Superintendent or his authorized representative prior to commencement of construction.

4. There is reserved to the United States and its assigns the prior right to use any of the lands herein described to construct, operate and maintain structures and facilities including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephone and telegraph lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

5. The City further agrees that if the construction of any or all of such structures and facilities across, over or upon said lands should be made more expensive by reason of the existence of improvements or works of the City thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty (30) days after demand is made upon the City for payment of any such sums, the City will make payment thereof to the United States or any of its assigns constructing such structures and facilities on said lands. As an alternate to payment, the City, at its sole cost and expense and within the time limits established by the United States, may remove or adapt facilities constructed and operated by it on said lands to accommodate the aforementioned structures and facilities of the United States.

6. The City shall bear the cost to the United States of any failure of the City to remove or adapt its facilities within the time limits specified.

(FST021271)

7. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passover, and egress from all of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.

8. The City further agrees that the United States, its officers, agents, and employees and its assigns, shall not be held liable for any damage to City's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this license.

9. This license is subject to existing rights-of-way for highways, roads, canals, laterals, drains, ditches, pipelines, electrical transmission lines, telegraph and telephone lines, over any part of the described lands.

10. The United States does not assume any liability and the City agrees to indemnify and hold the United States harmless for injury or damage to any persons or property that may arise during and in consequence of the use, occupancy, and enjoyment by the City of the license granted herein; or the design of, construction of, erection of, presence of, maintenance of, or failure to properly and safely construct, operate and maintain, use and occupy any and all of the structures and facilities aforesaid or any part thereof.

11. The City hereby releases the United States from liability for any and all loss or damage or every description or kind whatsoever, which may result to the City from the construction, operation, and maintenance of the Rio Grande Project works upon said land, provided that nothing in this agreement shall be construed as releasing the United States from responsibility for its own negligence.

12. The City shall defend the United States in any action which alleges that the City's use of Project right-of-way or facilities under this agreement is unlawful in any manner and further agrees to indemnify and hold the United States harmless from the decision in any such type of litigation.

13. The City shall use, occupy, and maintain said facilities with all reasonable diligence and precaution to avoid damage to or obstruction of the irrigation and drainage facilities or other structures of the United States, or any interference in any way with the operation and maintenance of the same.

14. Nonuse of the licensed lands by the City for the purposes for which licensed, continuing at any time for a period of two (2) years, shall, at the option of the United States, work a termination of this agreement and of all rights of the City hereunder.

15. Unless otherwise approved by the United States, all facilities of the City licensed under this agreement shall be removed by the City from the right-of-way of the United States within thirty (30) days after termination of this license at the sole expense of the City.

16. The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

17. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

18. EQUAL OPPORTUNITY CLAUSE - The provisions required by Executive Order 11246 of September 24, 1965, a copy of which provisions is attached hereto, marked Exhibit B, and by this reference incorporated herein, shall apply as fully as though herein set forth at length. The term "contractor", where used in Exhibit B, shall be understood to refer to the City of Las Cruces, New Mexico, otherwise in this license termed "City."

19. The City warrants that no person or agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the City for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to require the City to pay, in addition to the contract consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

20. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

FST021271)

IN WITNESS WHEREOF, the parties have caused this contract
to be executed the day and year first hereinabove written.

UNITED STATES OF AMERICA

By /s/ James W. Kirby
Project Superintendent
Rio Grande Project
Bureau of Reclamation

CITY OF LAS CRUCES, NEW MEXICO

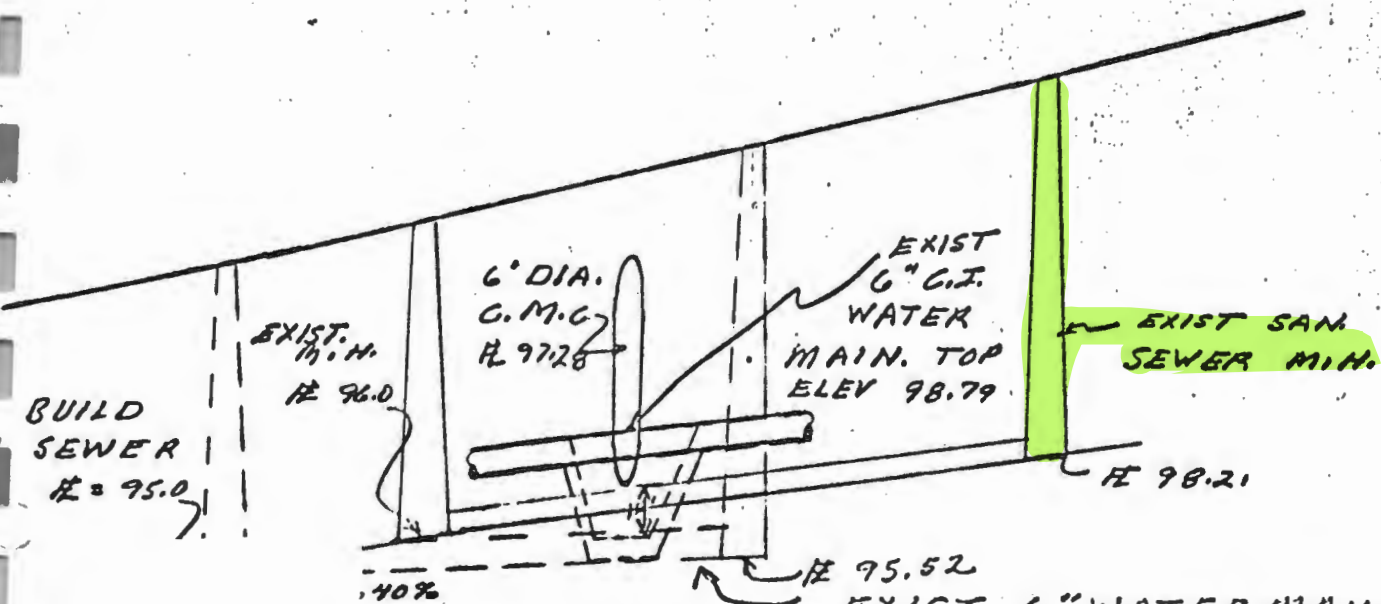
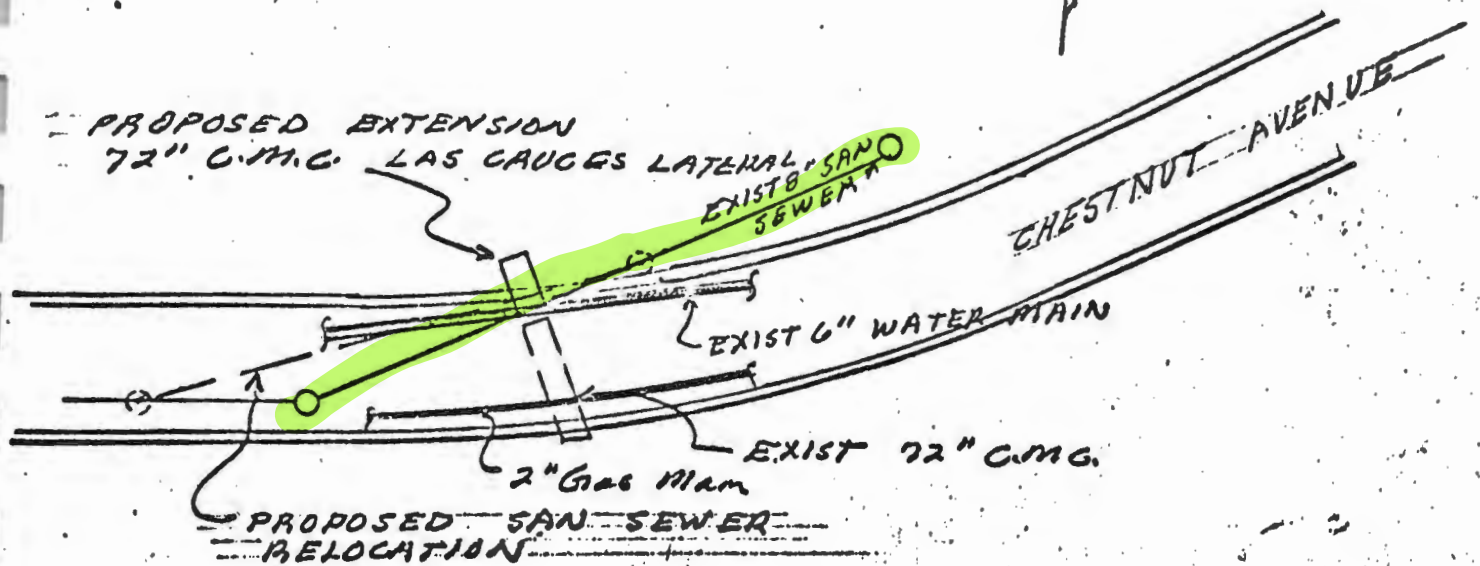
By J. Heaton
Mayor

ATTEST:

[Signature]
City Clerk

PROPOSED FACILITY
 PROJECT - 8" SAN. SEWER AND
 6" WATER MAIN
 TYPE STRUCTURE - 8" V.C. SAN SEWER
 AND 6" C.I. WATER MAIN
 COUNTY OF DONA ANA
 STATE OF NEW MEXICO
 APPLICATION BY - CITY OF LAS CRUCES

EXHIBIT A



SCALE
 1" = 50' HORIZ

EXIST 6" WATER MAIN,
 8" SAN. SEWER AND
 2" GAS MAIN RELOCATED
 1" CLEARANCE

EQUAL OPPORTUNITY

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

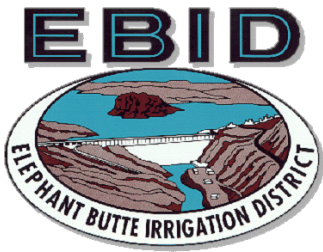
(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(FST101468)

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



Elephant Butte Irrigation District

South Mendres Street

Las Alamos, NM

EBID

LICENSE

Special ☒ Limited ☐

Engineering Job Number : 0 2

License Number : 00

Exhibits Attached: "A" AND "B"
(Place License Number on all exhibits)

Term:

From: AUG 2 0

To: AUG 2 0

Month Day Year

Licensee (Name and address)

UTAH STATE UTILITIES DEPT.

1000 DEL BLVD

LAS ALAMOS, NM 9

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

TO ENTER AND MAINTAIN AN EXISTING WATERLINE CROSSING THE ADJACENT
APPROPRIATE STATION AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART
HEREOF.

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

LOCATED IN THE SE 1/4 OF SW 1/4 OF THE NW 1/4 OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 2 EAST, NPM 0
THE 000000, DATED AND CERTIFIED, RECORDED IN BOOK 100, PAGE 100
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.)

☒ LICENSE RENEWAL: ☒ FEE: 1 - 0 0 0

☒ COSTS NOT ALLOWED DURING 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.

ASSIGNMENT

LICENSEE

AGENT 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 *

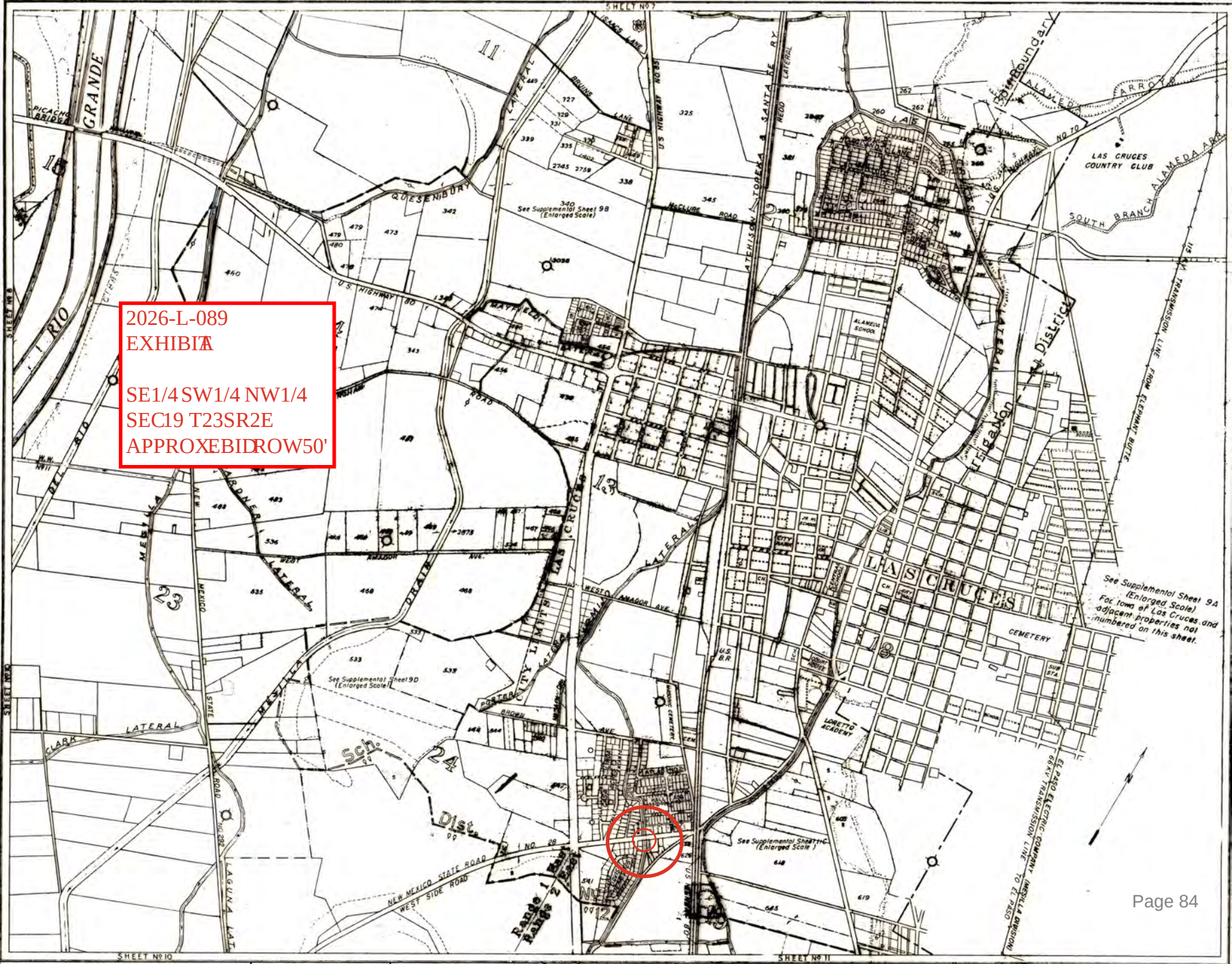
DATE: AUG 2 0 6

Approved by EBID Board of Directors

SIGNATURE DATE:

Approved by EBID Engineer

2026-L-089
EXHIBIT A
SE1/4 SW1/4 NW1/4
SEC19 T23SR2E
APPROX E 1/2 ROW 50'



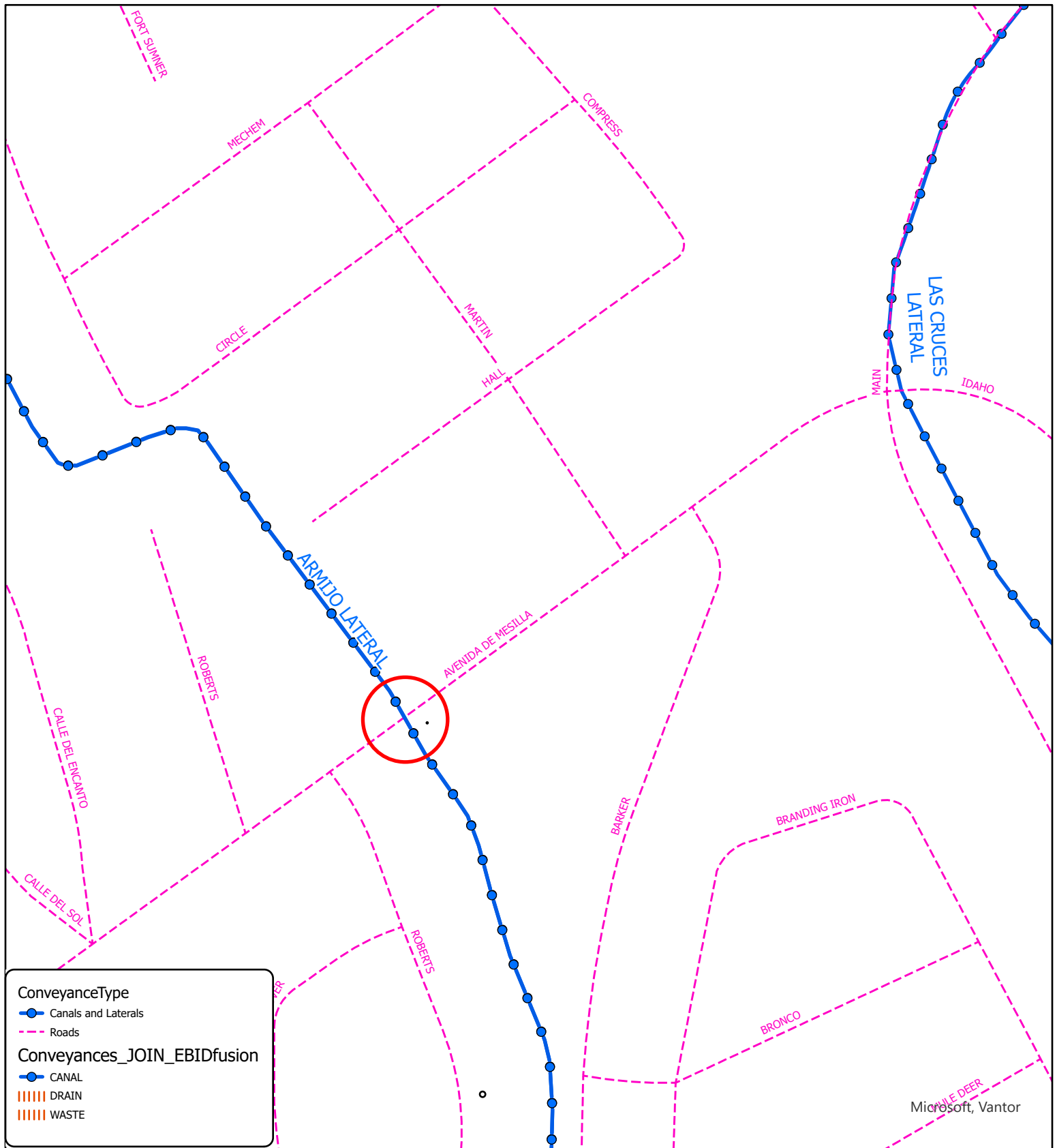
EXPLANATION
Canals
Suspended Areas
Various Classifications
Leaves
Roads
High Land
Valley Land
Drains
Private Ditches
Limits of Irrigable Area

AUTHORITIES
Compiled from Topographic and Location Surveys by the Bureau of Reclamation. Property lines are from the best information available (Private Surveys, Deed Notes, Etc.) but with no assurance that they are either authentic or valid.
SCALE
0 500 1000 2000
T 23 S. R 18 E
DATE 1959 REVISED

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

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

MESILLA VALLEY
SHEET
LAS CRUCES
9



2026-L-089
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE CROSSING THE
 ARMIJO LATERAL FROM APPROXIMATE STATION 144+02
 EBID APPROX. ROW 50'

(FST122170)

Contract No. 14-06-503-1917

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRANDE PROJECT, NEW MEXICO-TEXAS

LICENSE AGREEMENT WITH THE CITY OF LAS CRUCES, NEW MEXICO,
FOR CONSTRUCTION AND MAINTENANCE OF A GAS LINE CROSSING
AND A WATER LINE CROSSING OF THE ARMIJO LATERAL AT THE
INTERSECTION OF STATE ROAD 28

THIS AGREEMENT, made this 19th day of March, 19 71,
in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388),
and acts amendatory thereof and supplementary thereto, particularly the
Reclamation Project Act of 1939 (53 Stat. 1187), between the UNITED
STATES OF AMERICA, hereinafter referred to as "United States," repre-
sented by the officer executing this agreement, hereinafter termed
"Contracting Officer," it being understood that the obligations of
the United States hereunder relate only to the activities of the
Bureau of Reclamation, and the CITY OF LAS CRUCES, NEW MEXICO, a
municipal corporation duly organized and existing under and by virtue
of the laws of the State of New Mexico, hereinafter styled "City."

WITNESSETH THAT:

WHEREAS, City at its sole expense desires to construct,
operate and maintain a gas line crossing and a water line crossing of
the Armijo Lateral, an irrigation facility of the Rio Grande Project;
and

WHEREAS, the granting and exercise of the license on right-
of-way of the United States in the manner and under the conditions set
forth will not be incompatible with the requirements of the United
States for the operation and maintenance of the irrigation facilities
of the Federal Rio Grande Reclamation Project; and

NOW, THEREFORE, the parties hereto agree as follows:

(FST122170)

1. For and upon payment of the consideration hereinafter stated, the United States, to the extent of its interest therein hereby grants to City permission for a period of fifty (50) years from the date hereof to construct, operate and maintain at or near the juncture of Armijo Lateral and State Road No. 28, a 6-inch water main crossing and an 8-inch gas main crossing of Armijo Lateral right-of-way in Dona Ana County, New Mexico, as more specifically located and described on Exhibit A, attached hereto and by this reference made a part hereof.

2. City agrees to bear the cost to the United States of issuing and administering this license agreement, including the cost of inspection of construction. To this end City will, upon execution of this agreement by the parties, pay to the United States the sum of Two Hundred and Sixty Dollars (\$260.00), of which \$50.00 is for issuing and administering this license and \$210.00 is the estimated cost of inspection of construction work. In the event the actual cost to the United States of inspection of construction work exceeds \$210.00, City agrees to pay the excess cost. In the event the actual cost to the United States of inspection of construction work is less than \$210.00, the United States will reimburse City the excess of the advancement over actual cost of construction inspection.

3. Construction shall be accomplished at such time or times as will not interfere with the use of the Rio Grande Project facilities as determined by the Project Superintendent or his authorized representative prior to commencement of construction.

4. There is reserved to the United States and its assigns the prior right to use any of the lands herein described to construct, operate and maintain structures and facilities including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephone and telegraph lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

5. The City further agrees that if the construction of any or all of such structures and facilities across, over or upon said lands should be made more expensive by reason of the existence

(FST122170)

of improvements or works of the City thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty (30) days after demand is made upon the City for payment of any such sums the City will make payment thereof to the United States or any of its assigns constructing such structures and facilities on said lands. As an alternate to payment, the City, at its sole cost and expense and within the time limits established by the United States, may remove or adapt facilities constructed and operated by it on said lands to accommodate the aforementioned structures and facilities of the United States.

6. The City shall bear the cost to the United States of any failure of the City to remove or adapt its facilities within the time limits specified.

7. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passover, and egress from all of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.

8. The City further agrees that the United States, its officers, agents, and employees and its assigns, shall not be held liable for any damage to City's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this license.

9. This license is subject to existing rights-of-way for highways, roads, canals, laterals, drains, ditches, pipelines, electrical transmission lines, telegraph and telephone lines, over any part of the described lands.

10. The United States does not assume any liability and the City agrees to indemnify and hold the United States harmless for injury or damage to any persons or property that may arise during and in consequence of the use, occupancy, and enjoyment by the City of the license granted herein; or the design of, construction of, erection of, presence of, maintenance of, or failure to properly and safely construct, operate and maintain, use and occupy any and all of the structures and facilities aforesaid or any part thereof.

(FST122170)

11. The City hereby releases the United States from liability for any and all loss or damage of every description or kind whatsoever, which may result to the City from the construction, operation, and maintenance of the Rio Grande Project works upon said land, provided that nothing in this agreement shall be construed as releasing the United States from responsibility for its own negligence.

12. The City shall defend the United States in any action which alleges that the City's use of Project right-of-way or facilities under this agreement is unlawful in any manner and further agrees to indemnify and hold the United States harmless from the decision in any such type of litigation.

13. The City shall use, occupy, and maintain said facilities with all reasonable diligence and precaution to avoid damage to or obstruction of the irrigation and drainage facilities or other structures of the United States, or any interference in any way with the operation and maintenance of the same.

14. Nonuse of the licensed lands by the City for the purposes for which licensed, continuing at any time for a period of two (2) years, shall, at the option of the United States, work a termination of this agreement and of all rights of the City hereunder.

15. Unless otherwise approved by the United States, all facilities of the City licensed under this agreement shall be removed by the City from the right-of-way of the United States within thirty (30) days after termination of this license at the sole expense of the City.

16. The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

17. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

18. EQUAL OPPORTUNITY CLAUSE - The provisions required by Executive Order 11246 of September 24, 1965, a copy of which provisions is attached hereto, marked Exhibit B, and by this reference incorporated herein, shall apply as fully as though herein set forth at length. The term "contractor", where used in Exhibit B, shall be understood to refer to the City of Las Cruces, New Mexico, otherwise in this license termed "City."

(FST122170)

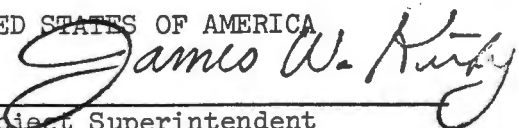
19. The City warrants that no person or agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the City for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to require the City to pay, in addition to the contract consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

20. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties have caused this contract to be executed the day and year first hereinabove written.

UNITED STATES OF AMERICA

By

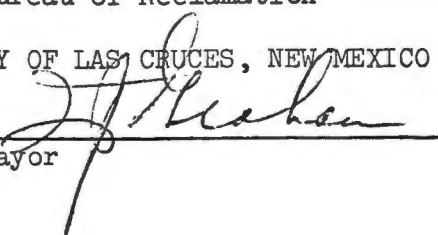

Project Superintendent
Rio Grande Project
Bureau of Reclamation

ATTEST:

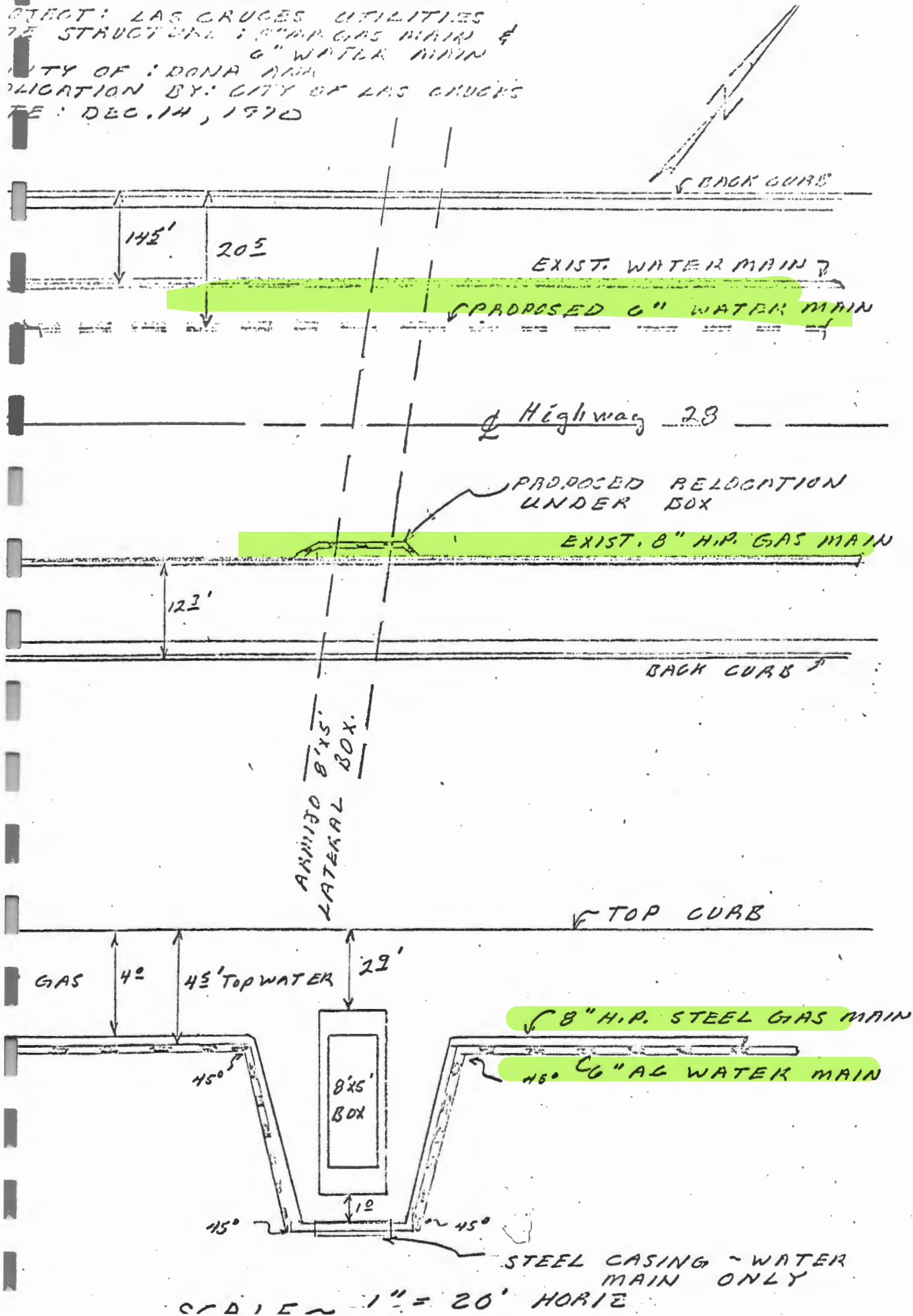

City Clerk

CITY OF LAS CRUCES, NEW MEXICO

By


Mayor

PROJECT: LAS CRUCES UTILITIES
 STRUCTURE: 8" H.P. GAS MAIN &
 6" WATER MAIN
 CITY OF: DONA ANA
 DESIGNATION BY: CITY OF LAS CRUCES
 DATE: DEC. 14, 1970



EQUAL OPPORTUNITY

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

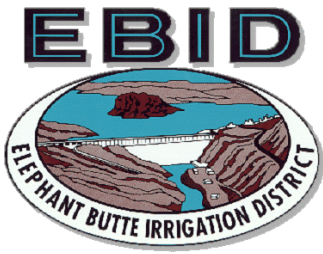
(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



Elephant Butte Irrigation District
530 South Melendres Street
Las Cruces, NM 88005
575-526-6671

RIGHT OF USE LICENSE

Special Use ☒ Limited Use ☐

Engineering Job Number : 2026-124
License Number : 2026-L-090
Exhibits Attached: "A" AND "B"
(Place License Number on all exhibits)
Term:
From: AUGUST 12, 2026
To: AUGUST 12, 2036
Month Day Year

Licensee (Name and address)

CITY OF LAS CRUCES / UTILITIES DEPT.
680 N. MOTEL BLVD
LAS CRUCES, NM 88009

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

TO OPERATE AND MAINTAIN AN EXISTING BURIED GAS LINE CROSSING THE ARMIJO LATERAL FROM APPROXIMATE STATION 144+02 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

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

Special Conditions Where the property that is the subject of this License is held by the District other than as a fee simple estate, the Licensee shall be solely responsible for ascertaining whether the installation will encroach on 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 on the property.

- ☒ LICENSE RENEWAL: X- REFERENCE 14-06-503-1917
- ☒ 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.

Signature(s) as written in License. For partnership, a general partner's signature is required. For corporations, an officer or other individual with proper authority evidenced by a corporate resolution granting authority is required to sign. For a limited liability company, a member, manager, or company resolution granting 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: AUGUST 12, 2026

Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer

2026-L-090
EXHIBIT A

SE1/4SW1/4NW1/4
SEC 19 T23S R2E
APPROX BID ROW 50

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

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

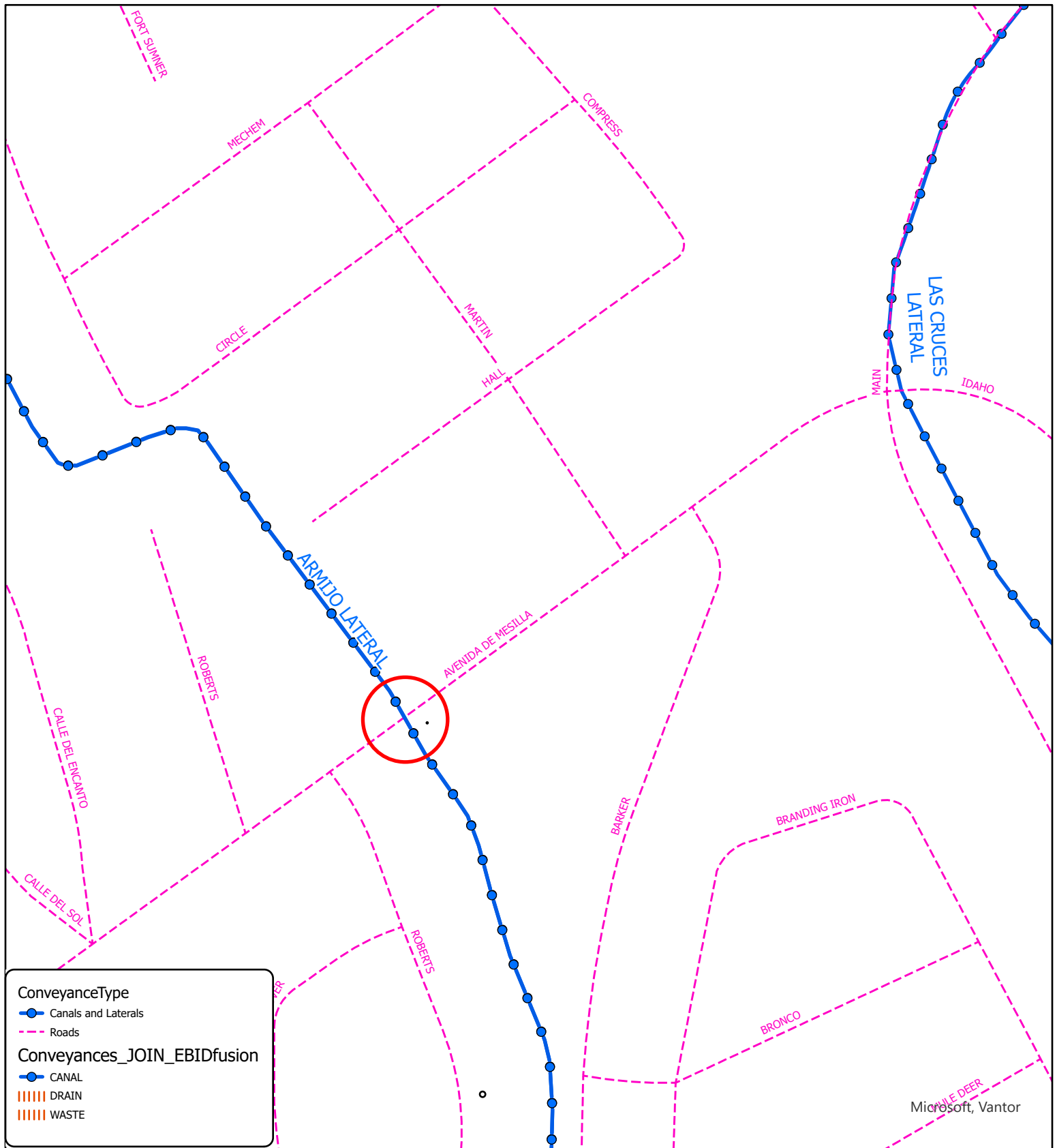
AUTHORITIES
Compiled from Topographic and
Location Surveys by the Bureau
of Reclamation. Property lines are
from the best information available.
(Private Surveys, Deed Notes, Etc.)
but with no assurance that they
are either authentic or valid.

SCALE
0 500 1000 2000
T 23S. R 182E
DATE 1958 REVISED

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

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

MESILLA VALLEY
SHEET
LAS CRUCES



2026-L-090
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING BURIED GAS LINE CROSSING THE
 ARMIJO LATERAL FROM APPROXIMATE STATION 144+02
 EBID APPROX. ROW 50'

(FST122170)

Contract No. 14-06-503-1917

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRANDE PROJECT, NEW MEXICO-TEXAS

LICENSE AGREEMENT WITH THE CITY OF LAS CRUCES, NEW MEXICO,
FOR CONSTRUCTION AND MAINTENANCE OF A GAS LINE CROSSING
AND A WATER LINE CROSSING OF THE ARMIJO LATERAL AT THE
INTERSECTION OF STATE ROAD 28

THIS AGREEMENT, made this 19th day of March, 19 71,
in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388),
and acts amendatory thereof and supplementary thereto, particularly the
Reclamation Project Act of 1939 (53 Stat. 1187), between the UNITED
STATES OF AMERICA, hereinafter referred to as "United States," repre-
sented by the officer executing this agreement, hereinafter termed
"Contracting Officer," it being understood that the obligations of
the United States hereunder relate only to the activities of the
Bureau of Reclamation, and the CITY OF LAS CRUCES, NEW MEXICO, a
municipal corporation duly organized and existing under and by virtue
of the laws of the State of New Mexico, hereinafter styled "City."

WITNESSETH THAT:

WHEREAS, City at its sole expense desires to construct,
operate and maintain a gas line crossing and a water line crossing of
the Armijo Lateral, an irrigation facility of the Rio Grande Project;
and

WHEREAS, the granting and exercise of the license on right-
of-way of the United States in the manner and under the conditions set
forth will not be incompatible with the requirements of the United
States for the operation and maintenance of the irrigation facilities
of the Federal Rio Grande Reclamation Project; and

NOW, THEREFORE, the parties hereto agree as follows:

(FST122170)

1. For and upon payment of the consideration hereinafter stated, the United States, to the extent of its interest therein hereby grants to City permission for a period of fifty (50) years from the date hereof to construct, operate and maintain at or near the juncture of Armijo Lateral and State Road No. 28, a 6-inch water main crossing and an 8-inch gas main crossing of Armijo Lateral right-of-way in Dona Ana County, New Mexico, as more specifically located and described on Exhibit A, attached hereto and by this reference made a part hereof.

2. City agrees to bear the cost to the United States of issuing and administering this license agreement, including the cost of inspection of construction. To this end City will, upon execution of this agreement by the parties, pay to the United States the sum of Two Hundred and Sixty Dollars (\$260.00), of which \$50.00 is for issuing and administering this license and \$210.00 is the estimated cost of inspection of construction work. In the event the actual cost to the United States of inspection of construction work exceeds \$210.00, City agrees to pay the excess cost. In the event the actual cost to the United States of inspection of construction work is less than \$210.00, the United States will reimburse City the excess of the advancement over actual cost of construction inspection.

3. Construction shall be accomplished at such time or times as will not interfere with the use of the Rio Grande Project facilities as determined by the Project Superintendent or his authorized representative prior to commencement of construction.

4. There is reserved to the United States and its assigns the prior right to use any of the lands herein described to construct, operate and maintain structures and facilities including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephone and telegraph lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

5. The City further agrees that if the construction of any or all of such structures and facilities across, over or upon said lands should be made more expensive by reason of the existence

(FST122170)

of improvements or works of the City thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty (30) days after demand is made upon the City for payment of any such sums the City will make payment thereof to the United States or any of its assigns constructing such structures and facilities on said lands. As an alternate to payment, the City, at its sole cost and expense and within the time limits established by the United States, may remove or adapt facilities constructed and operated by it on said lands to accommodate the aforementioned structures and facilities of the United States.

6. The City shall bear the cost to the United States of any failure of the City to remove or adapt its facilities within the time limits specified.

7. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passover, and egress from all of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.

8. The City further agrees that the United States, its officers, agents, and employees and its assigns, shall not be held liable for any damage to City's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this license.

9. This license is subject to existing rights-of-way for highways, roads, canals, laterals, drains, ditches, pipelines, electrical transmission lines, telegraph and telephone lines, over any part of the described lands.

10. The United States does not assume any liability and the City agrees to indemnify and hold the United States harmless for injury or damage to any persons or property that may arise during and in consequence of the use, occupancy, and enjoyment by the City of the license granted herein; or the design of, construction of, erection of, presence of, maintenance of, or failure to properly and safely construct, operate and maintain, use and occupy any and all of the structures and facilities aforesaid or any part thereof.

(FST122170)

11. The City hereby releases the United States from liability for any and all loss or damage of every description or kind whatsoever, which may result to the City from the construction, operation, and maintenance of the Rio Grande Project works upon said land, provided that nothing in this agreement shall be construed as releasing the United States from responsibility for its own negligence.

12. The City shall defend the United States in any action which alleges that the City's use of Project right-of-way or facilities under this agreement is unlawful in any manner and further agrees to indemnify and hold the United States harmless from the decision in any such type of litigation.

13. The City shall use, occupy, and maintain said facilities with all reasonable diligence and precaution to avoid damage to or obstruction of the irrigation and drainage facilities or other structures of the United States, or any interference in any way with the operation and maintenance of the same.

14. Nonuse of the licensed lands by the City for the purposes for which licensed, continuing at any time for a period of two (2) years, shall, at the option of the United States, work a termination of this agreement and of all rights of the City hereunder.

15. Unless otherwise approved by the United States, all facilities of the City licensed under this agreement shall be removed by the City from the right-of-way of the United States within thirty (30) days after termination of this license at the sole expense of the City.

16. The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

17. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

18. EQUAL OPPORTUNITY CLAUSE - The provisions required by Executive Order 11246 of September 24, 1965, a copy of which provisions is attached hereto, marked Exhibit B, and by this reference incorporated herein, shall apply as fully as though herein set forth at length. The term "contractor", where used in Exhibit B, shall be understood to refer to the City of Las Cruces, New Mexico, otherwise in this license termed "City."

(FST122170)

19. The City warrants that no person or agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the City for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to require the City to pay, in addition to the contract consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

20. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties have caused this contract to be executed the day and year first hereinabove written.

UNITED STATES OF AMERICA

By

James W. Kirby
Project Superintendent
Rio Grande Project
Bureau of Reclamation

ATTEST:

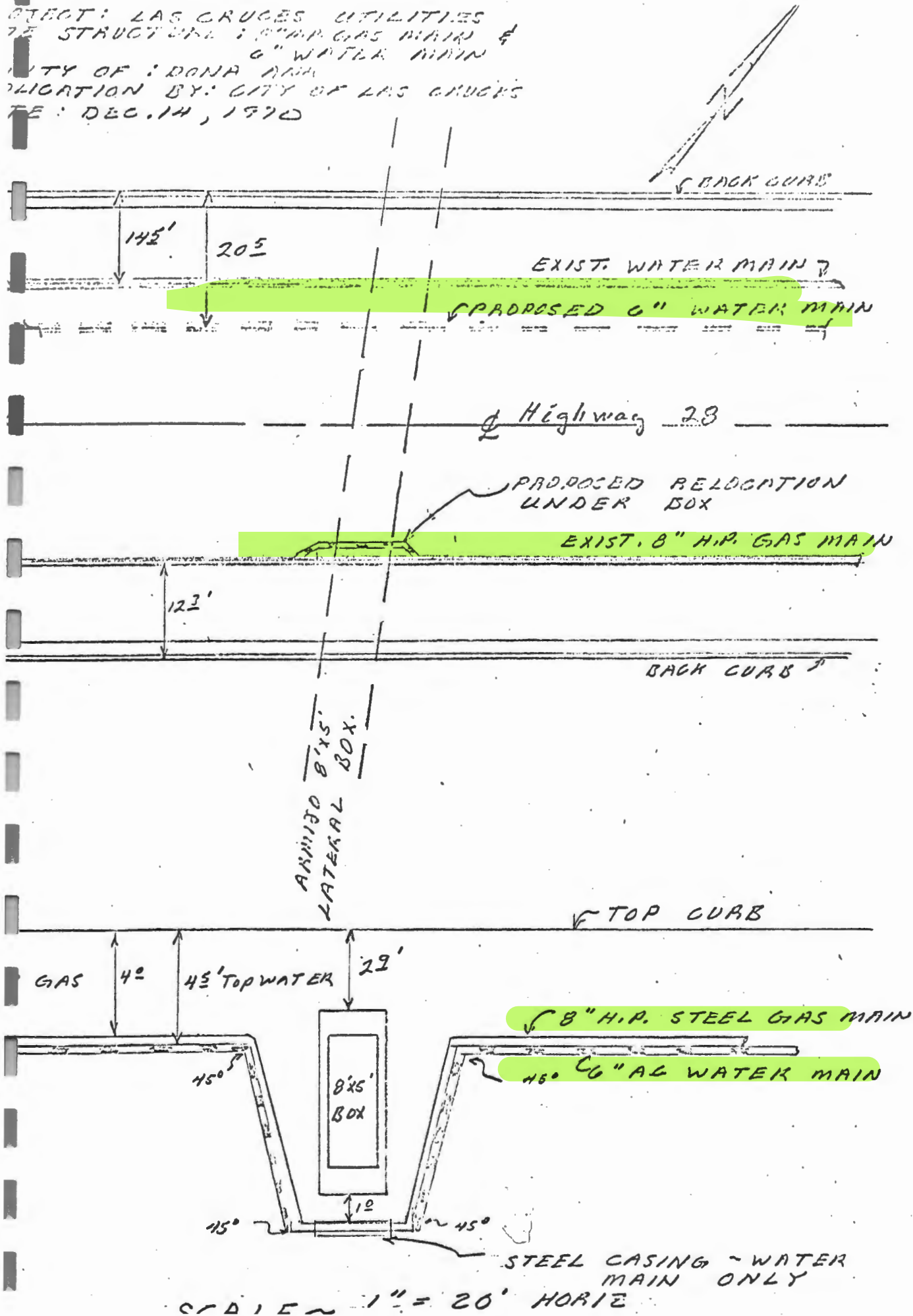
[Signature]
City Clerk

CITY OF LAS CRUCES, NEW MEXICO

By

[Signature]
Mayor

PROJECT: LAS CRUCES UTILITIES
 STRUCTURE: 8" H.P. GAS MAIN &
 6" WATER MAIN
 CITY OF: DONA ANA
 DESIGNATION BY: CITY OF LAS CRUCES
 DATE: DEC. 14, 1970



EQUAL OPPORTUNITY

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

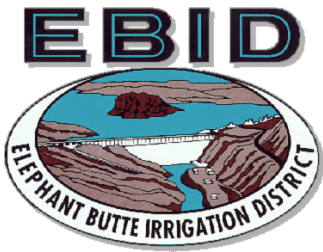
(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



Elephant Butte Irrigation District
530 South Melendres Street
Las Cruces, NM 88005
575-526-6671

RIGHT OF USE LICENSE

Special Use ☒ Limited Use ☐

Engineering Job Number : 2026- 125
License Number : 2026-L- 091
Exhibits Attached: "A" AND "B"
(Place License Number on all exhibits)

Term :
From : AUGUST 12, 2026
To : AUGUST 12, 2036
M P A

Licensee (Name and address)

CITY OF LAS CRUCES / UTILITIES DEPT.
680 N. MOTEL BLVD
LAS CRUCES, NM 8800 9

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

TO OPERATE AND MAINTAIN AN EXISTING BURIED SEWER PIPE CROSSING THE PARK DRAIN AT APPROXIMATE STATION 415+00 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

Description of Premises

Ex 5

(Specify legal description of land and major features such as reservoir, canal, etc.)

LOCATED IN THE NE ¼ OF SW ¼ OF THE NW¼ OF SECTION 29, TOWNSHIP 23 SOUTH, RANGE 2 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Special Condition

S (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.)

X LICENSE RENEWAL: X- REFERENCE 14-06-503-1918
X 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

SIGNATURE

TITLE

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

DATE: AUGUST 12, 2026

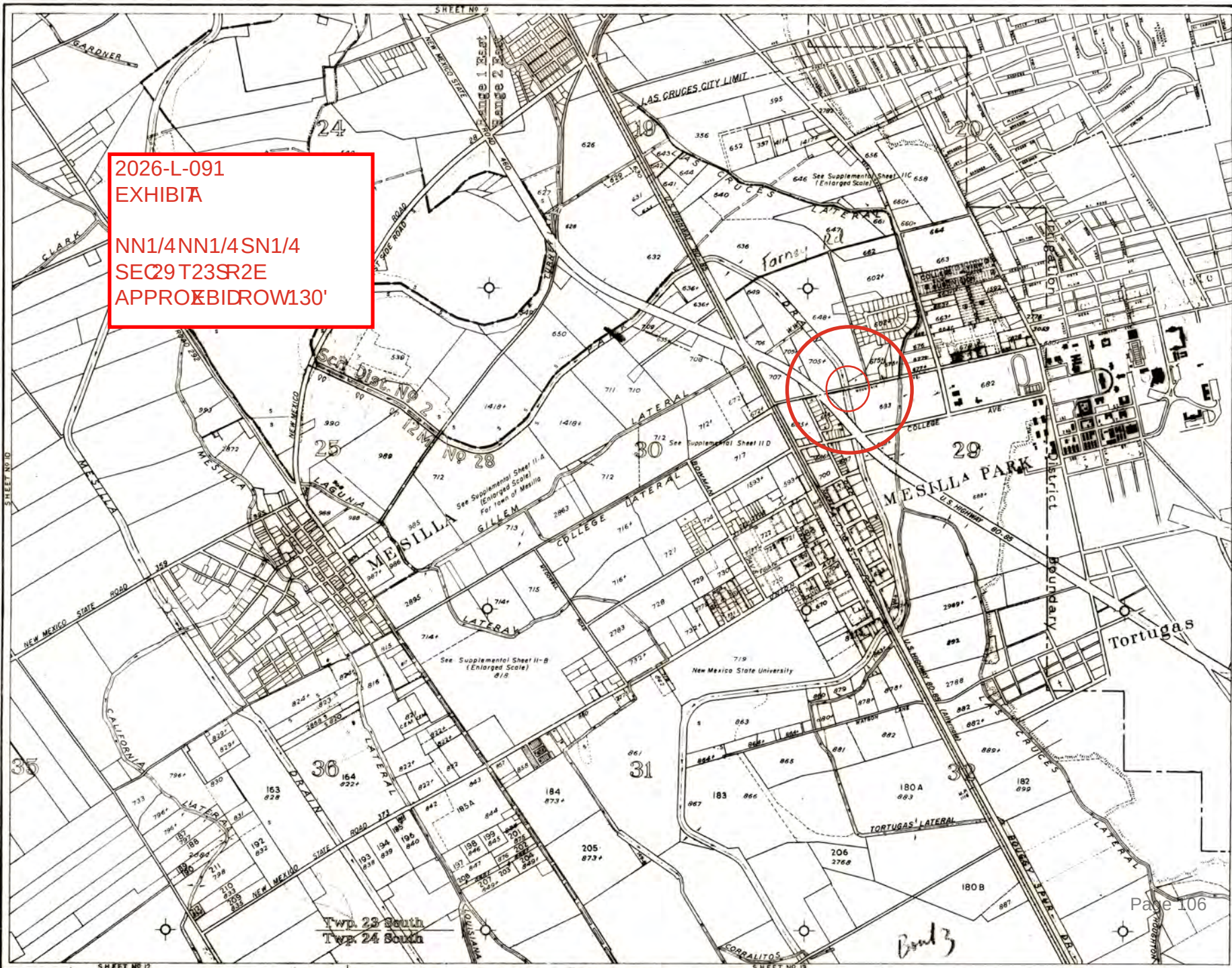
Approved by EBID Board of Directors

SIGNATURE/DATE:

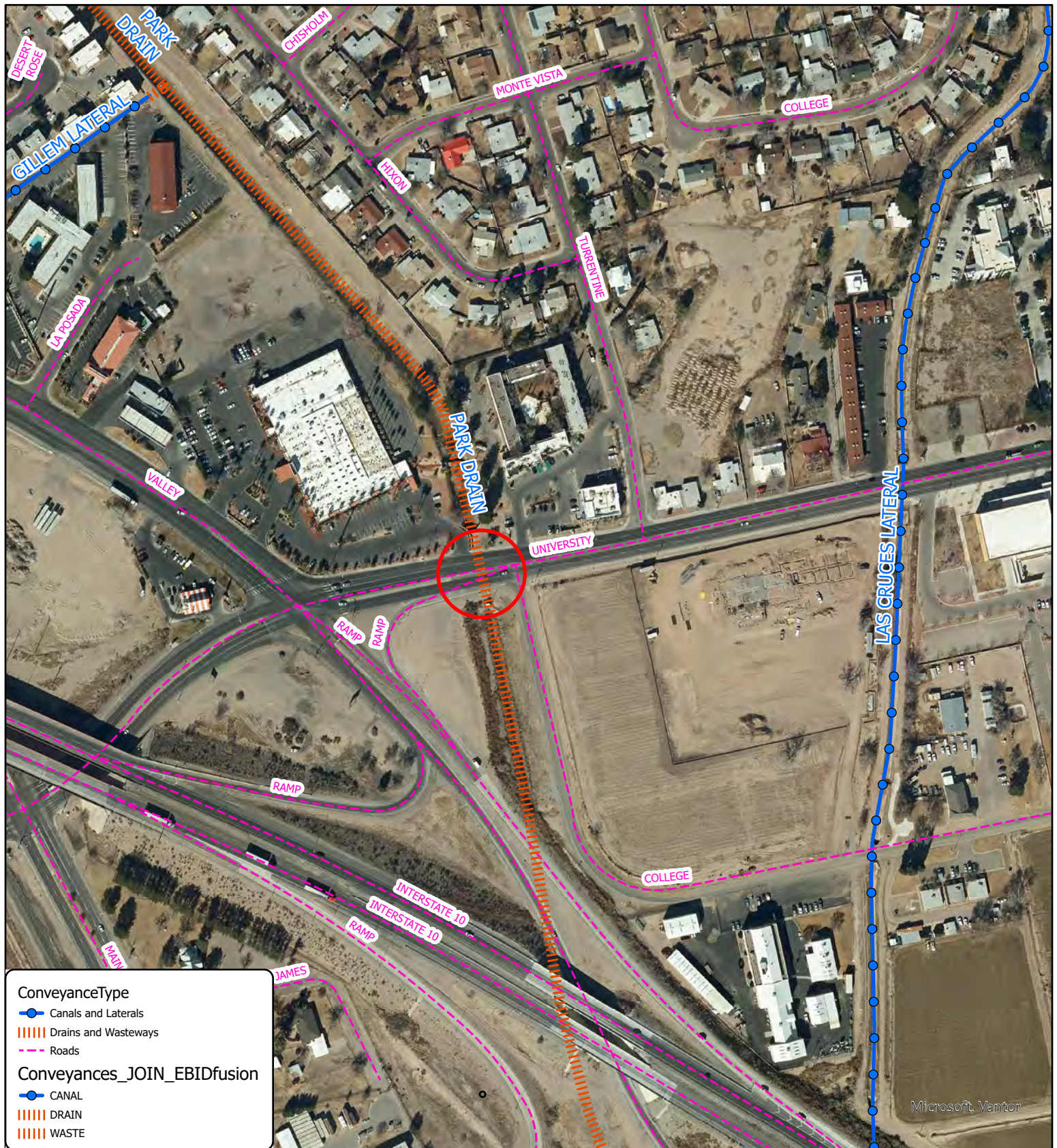
Approved by EBID Engineer

2026-L-091
EXHIBIT A

NN1/4NN1/4SN1/4
SEC29T23SR2E
APPROX BID ROW 130'



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



2026-L-091
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING BURIED SEWER PIPE CROSSING THE
PARK DRAIN AT APPROXIMATE STATION 415+00
EBID APPROX. ROW 130'



(FST122870)

Contract No. 14-06-503-1918

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRANDE PROJECT, NEW MEXICO-TEXAS

LICENSE AGREEMENT WITH THE CITY OF LAS CRUCES, NEW MEXICO, FOR
CONSTRUCTION AND MAINTENANCE OF A SANITARY SEWER LINE CROSSING
OF THE PARK DRAIN AT THE INTERSECTION OF UNIVERSITY AVENUE

THIS AGREEMENT, made this 19th day of March, 19 71,
in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388),
and acts amendatory thereof and supplementary thereto, particularly the
Reclamation Project Act of 1939 (53 Stat. 1187), between the UNITED
STATES OF AMERICA, hereinafter referred to as "United States," repre-
sented by the officer executing this agreement, hereinafter termed
"Contracting Officer," it being understood that the obligations of
the United States hereunder relate only to the activities of the
Bureau of Reclamation, and the CITY OF LAS CRUCES, NEW MEXICO, a
municipal corporation duly organized and existing under and by virtue
of the laws of the State of New Mexico, hereinafter styled "City."

WITNESSETH THAT:

WHEREAS, City at its sole expense desires to construct,
operate and maintain a sanitary sewer line crossing of Park Drain,
an irrigation facility of the Rio Grande Project; and

WHEREAS, the granting and exercise of the license on right-
of-way of the United States in the manner and under the conditions set
forth will not be incompatible with the requirements of the United
States for the operation and maintenance of the irrigation facilities
of the Federal Rio Grande Reclamation Project.

NOW, THEREFORE, the parties hereto agree as follows:

1. For and upon payment of the consideration hereinafter
stated, the United States, to the extent of its interest therein hereby
grants to City permission for a period of fifty (50) years from the

(FST122870).

date hereof to construct, operate and maintain at or near the juncture of University Avenue and Park Drain a 12-inch sanitary sewer line crossing of Park Drain right-of-way in Dona Ana County, New Mexico, as more specifically located and described on Exhibit A, attached hereto and by this reference made a part hereof.

2. City agrees to bear the cost to the United States of issuing and administering this license agreement, including the cost of inspection of construction. To this end City will, upon execution of this agreement by the parties, pay to the United States the sum of One Hundred and Ninety Dollars (\$190.00) of which \$50.00 is for issuing and administering this license and \$140.00 is the estimated cost of inspection of construction work. In the event the actual cost to the United States of inspection of construction work exceeds \$140.00, City agrees to pay the excess cost. In the event the actual cost to the United States of inspection of construction is less than \$140.00, the United States will reimburse City the excess of the advancement over actual cost of construction inspection.

3. Construction shall be accomplished at such time or times as will not interfere with the use of the Rio Grande Project facilities as determined by the Project Superintendent or his authorized representative prior to commencement of construction.

4. There is reserved to the United States and its assigns the prior right to use any of the lands herein described to construct, operate and maintain structures and facilities including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephone and telegraph lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

5. The City further agrees that if the construction of any or all of such structures and facilities across, over or upon said lands should be made more expensive by reason of the existence of improvements or works of the City thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty (30) days after demand is made upon the City for payment of any such sums the City will make payment thereof to the United States or any

(FST122870).

of its assigns constructing such structures and facilities on said lands. As an alternate to payment, the City, at its sole cost and expense and within the time limits established by the United States, may remove or adapt facilities constructed and operated by it on said lands to accommodate the aforementioned structures and facilities of the United States.

6. The City shall bear the cost to the United States of any failure of the City to remove or adapt its facilities within the time limits specified.

7. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passover, and egress from all of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.

8. The City further agrees that the United States, its officers, agents, and employees and its assigns, shall not be held liable for any damage to City's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this license.

9. This license is subject to existing rights-of-way for highways, roads, canals, laterals, drains, ditches, pipelines, electrical transmission lines, telegraph and telephone lines, over any part of the described lands.

10. The United States does not assume any liability and the City agrees to indemnify and hold the United States harmless for injury or damage to any persons or property that may arise during and in consequence of the use, occupancy, and enjoyment by the City of the license granted herein; or the design of, construction of, erection of, presence of, maintenance of, or failure to properly and safely construct, operate and maintain, use and occupy any and all of the structures and facilities aforesaid or any part thereof.

11. The City hereby releases the United States from liability for any and all loss or damage of every description or kind whatsoever, which may result to the City from the construction, operation, and maintenance of the Rio Grande Project works upon said land, provided that nothing in this agreement shall be construed as releasing the United States from responsibility for its own negligence.

(FST122870)

12. The City shall defend the United States in any action which alleges that the City's use of Project right-of-way or facilities under this agreement is unlawful in any manner and further agrees to indemnify and hold the United States harmless from the decision in any such type of litigation.

13. The City shall use, occupy, and maintain said facilities with all reasonable diligence and precaution to avoid damage to or obstruction of the irrigation and drainage facilities or other structures of the United States, or any interference in any way with the operation and maintenance of the same.

14. Nonuse of the licensed lands by the City for the purposes for which licensed, continuing at any time for a period of two (2) years, shall, at the option of the United States, work a termination of this agreement and of all rights of the City hereunder.

15. Unless otherwise approved by the United States, all facilities of the City licensed under this agreement shall be removed by the City from the right-of-way of the United States within thirty (30) days after termination of this license at the sole expense of the City.

16. The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

17. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

18. EQUAL OPPORTUNITY CLAUSE - The provisions required by Executive Order 11246 of September 24, 1965, a copy of which provisions is attached hereto, marked Exhibit B, and by this reference incorporated herein, shall apply as fully as though herein set forth at length. The term "contractor", where used in Exhibit B, shall be understood to refer to the City of Las Cruces, New Mexico, otherwise in this license termed "City."

19. The City warrants that no person or agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the City for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in

(FST122870)

its discretion to require the City to pay, in addition to the contract consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

20. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties have caused this contract to be executed the day and year first hereinabove written.

UNITED STATES OF AMERICA

By

James W. Ritz
Project Superintendent
Rio Grande Project
Bureau of Reclamation

ATTEST:

[Signature]
City Clerk

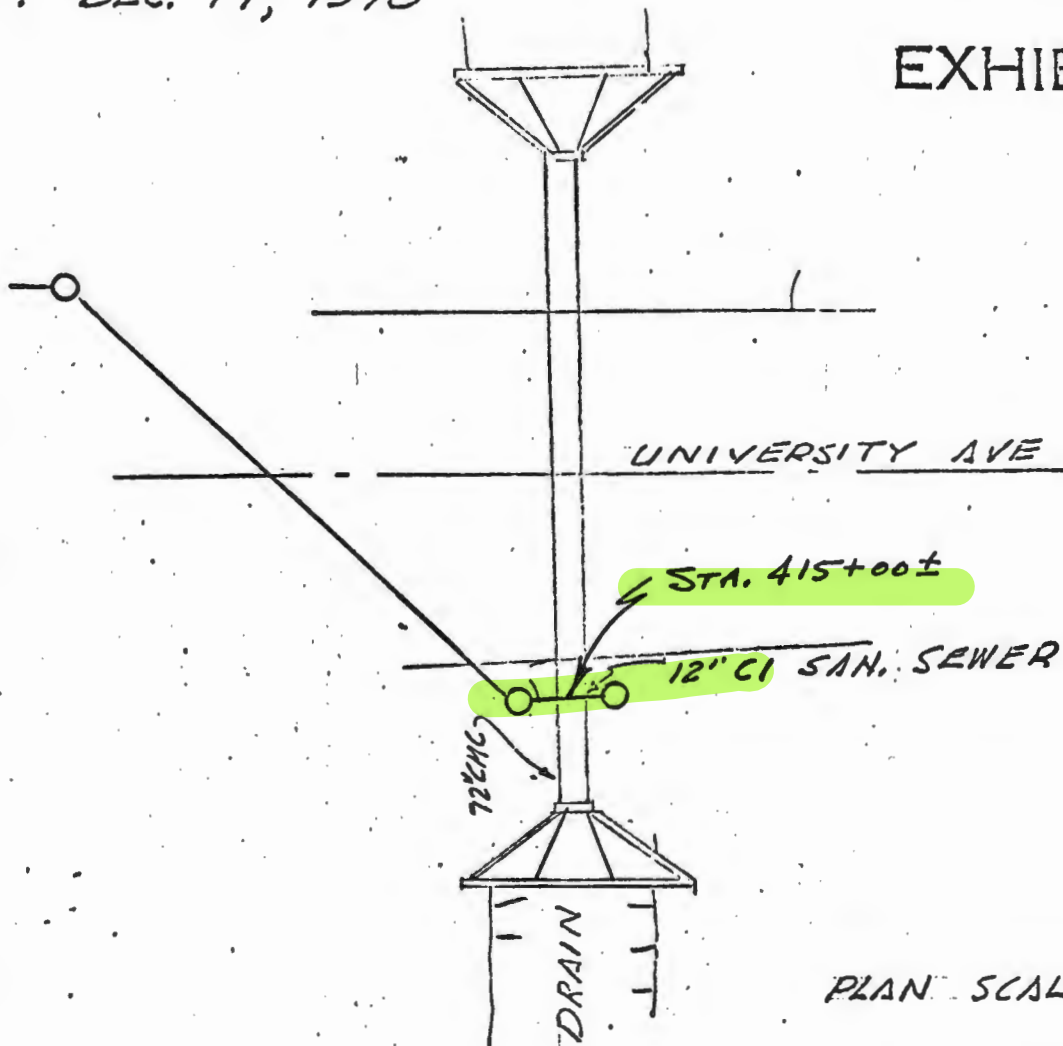
CITY OF LAS CRUCES, NEW MEXICO

By

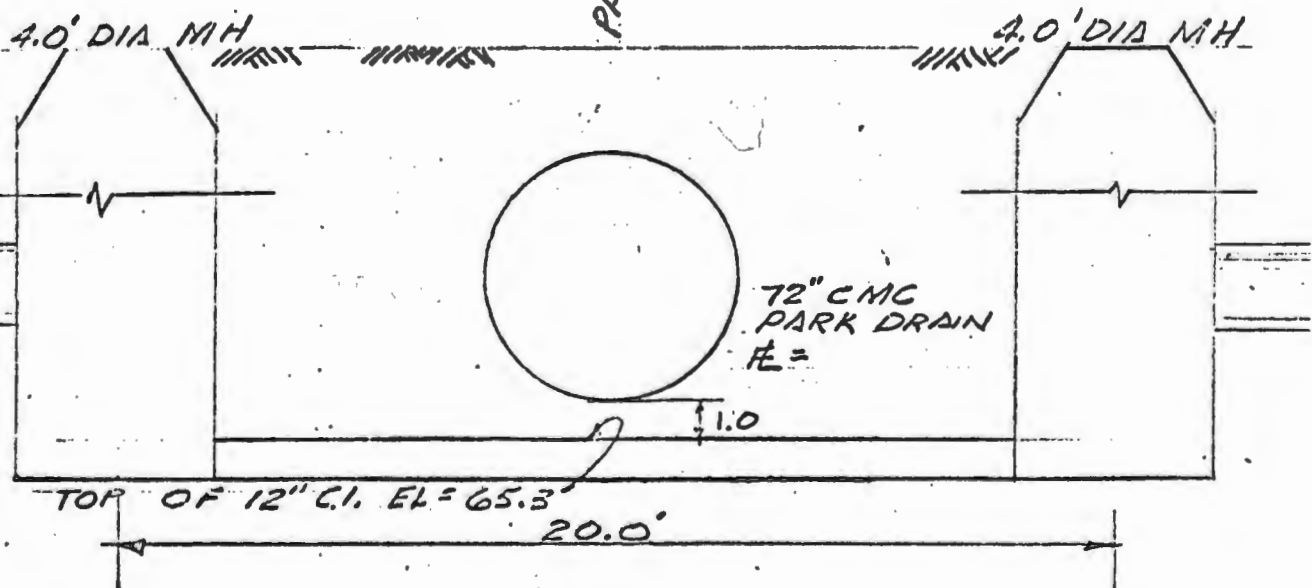
[Signature]
Mayor

PROJECT: LAS CRUCES UTILITIES
TYPE STRUCTURE: 12" C.I. SANITARY SEWER
COUNTY OF: DONA ANA
APPLICATION BY: CITY OF LAS CRUCES
DATE: DEC. 17, 1970

EXHIBIT A



PLAN SCALE 1" = 50'



EQUAL OPPORTUNITY

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

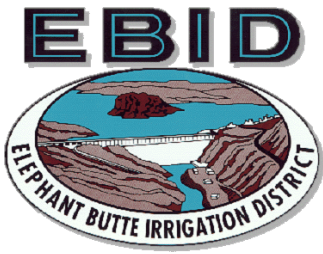
(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(FST101468)

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



Elephant Butte Irrigation District

530 South Melendres Street

Las Cruces, NM 88005

575-526-6671

RIGHT OF USE LICENSE

Special Use ☒ Limited Use ☐

Engineering Job Number : 2026-126

License Number : 2026-L- 092

Exhibits Attached: "A" AND "B"
(Place License Number on all exhibits)

Term :

From : AUGUST 12, 2026

To : AUGUST 12, 2036

Month Day Year

Licensee (Name and address)

CITY OF LAS CRUCES / UTILITIES DEPT.

680 N. MOTEL BLVD

LAS CRUCES, NM 8800 9

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

TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE CROSSING THE MESILLA LATERAL AT APPROXIMATE STATION 180+9.5 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

LOCATED IN THE NW¼ OF SE ¼ OF THE NW¼ OF SECTION 23, TOWNSHIP 23 SOUTH, RANGE 1 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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

☒ LICENSE RENEWAL: X- REFERENCE 14-06-503-1930

☒ 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

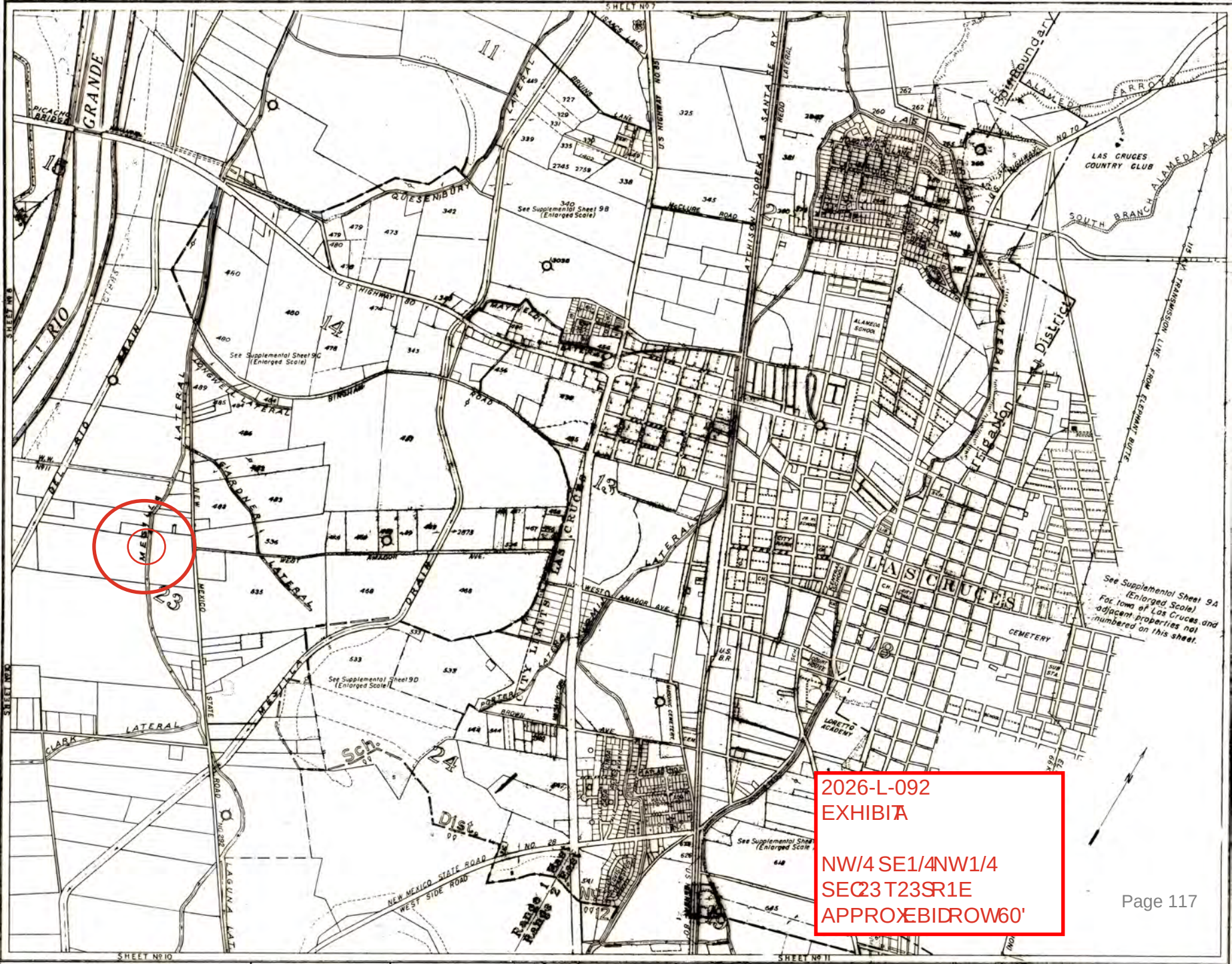
DATE

DATE: AUGUST 12, 2026

Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer



2026-L-092
EXHIBIT A
NW/4 SE1/4NW1/4
SE23 T23S R1E
APPROX BID ROW 60'



2026-L-092
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE CROSSING THE
MESILLA LATERAL AT APPROXIMATE STATION 180+95
EBID APPROX. ROW 60'

0 40 80 160 240 US Feet



Page 118

Library

Contract No. 14-06-503-1930

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRANDE PROJECT, NEW MEXICO-TEXAS

LICENSE AGREEMENT WITH THE CITY OF LAS CRUCES, NEW MEXICO,
FOR CONSTRUCTION AND MAINTENANCE OF WATER LINE CROSSINGS
OF THE MESILLA LATERAL, GARDNER LATERAL AND MESILLA DRAIN

THIS AGREEMENT, made this 5th day of May, 1971, in
pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388),
and acts amendatory thereof and supplementary thereto, particularly
the Reclamation Project Act of 1939 (53 Stat. 1187), between the
UNITED STATES OF AMERICA, hereinafter referred to as "United States,"
represented by the officer executing this agreement, hereinafter
termed "Contracting Officer," it being understood that the obligations
of the United States hereunder relate only to the activities of the
Bureau of Reclamation, and the CITY OF LAS CRUCES, NEW MEXICO, a
municipal corporation duly organized and existing under and by virtue
of the laws of the State of New Mexico, hereinafter styled "City."

WITNESSETH THAT:

WHEREAS, City at its sole expense desires to construct,
operate and maintain water line crossings of the Mesilla Lateral,
Gardner Lateral and Mesilla Drain, irrigation and drainage facilities
of the Rio Grande Project; and

WHEREAS, the granting and exercise of the license on right-
of-way of the United States in the manner and under the conditions
set forth will not be incompatible with the requirements of the United
States for the operation and maintenance of facilities of the Federal
Rio Grande Reclamation Project.

NOW, THEREFORE, the parties hereto agree as follows:

(FST031271)

1. For and upon payment of the consideration hereinafter stated, the United States, to the extent of its interest therein hereby grants to City permission for a period of fifty (50) years from the date hereof to construct, operate and maintain a water line crossing of the Mesilla Lateral at approximately Station 180 + 95; a water line crossing of the Gardner Lateral at approximately Station 22 + 90; and a water line crossing of the Mesilla Drain at approximately Station 376 + 89, all in Dona Ana County, New Mexico, as more specifically located and described on Exhibit A, sheets 1 through 3 thereof, attached hereto and by this reference made a part hereof.

2. City agrees to bear the cost to the United States of issuing and administering this license agreement, including the cost of inspection of construction. To this end City will, upon execution of this agreement by the parties, pay to the United States the sum of One Hundred and Ninety Dollars (\$190.00) of which \$50.00 is for issuing and administering this license and \$140.00 is the estimated cost of inspection of construction work. In the event the actual cost to the United States of inspection of construction work exceeds \$140.00, City agrees to pay the excess cost. In the event the actual cost to the United States of inspection of construction is less than \$140.00, the United States will reimburse City the excess of the advancement over actual cost of construction inspection.

3. Construction shall be accomplished at such time or times as will not interfere with the use of the Rio Grande Project facilities as determined by the Project Superintendent or his authorized representative prior to commencement of construction.

4. There is reserved to the United States and its assigns the prior right to use any of the lands herein described to construct, operate and maintain structures and facilities including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephone and telegraph lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

5. The City further agrees that if the construction of any or all of such structures and facilities across, over or upon said lands should be made more expensive by reason of the existence

of improvements or works of the City thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty (30) days after demand is made upon the City for payment of any such sums the City will make payment thereof to the United States or any of its assigns constructing such structures and facilities on said lands. As an alternate to payment, the City, at its sole cost and expense and within the time limits established by the United States, may remove or adapt facilities constructed and operated by it on said lands to accommodate the aforementioned structures and facilities of the United States.

6. The City shall bear the cost to the United States of any failure of the City to remove or adapt its facilities within the time limits specified.

7. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passover, and egress from all of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.

8. The City further agrees that the United States, its officers, agents, and employees and its assigns, shall not be held liable for any damage to City's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this license.

9. This license is subject to existing rights-of-way for highways, roads, canals, laterals, drains, ditches, pipelines, electrical transmission lines, telegraph and telephone lines, over any part of the described lands.

10. The United States does not assume any liability and the City agrees to indemnify and hold the United States harmless for injury or damage to any persons or property that may arise during and in consequence of the use, occupancy, and enjoyment by the City of the license granted herein; or the design of, construction of, erection of, presence of, maintenance of, or failure to properly and safely construct, operate and maintain, use and occupy any and all of the structures and facilities aforesaid or any part thereof.

11. The City hereby releases the United States from liability for any and all loss or damage of every description or kind whatsoever, which may result to the City from the construction, operation, and maintenance of the Rio Grande Project works upon said land, provided that nothing in this agreement shall be construed as releasing the United States from responsibility for its own negligence.

12. The City shall defend the United States in any action which alleges that the City's use of Project right-of-way or facilities under this agreement is unlawful in any manner and further agrees to indemnify and hold the United States harmless from the decision in any such type of litigation.

13. The City shall use, occupy, and maintain said facilities with all reasonable diligence and precaution to avoid damage to or obstruction of the irrigation and drainage facilities or other structures of the United States, or any interference in any way with the operation and maintenance of the same.

14. Nonuse of the licensed lands by the City for the purposes for which licensed, continuing at any time for a period of two (2) years, shall, at the option of the United States, work a termination of this agreement and of all rights of the City hereunder.

15. Unless otherwise approved by the United States, all facilities of the City licensed under this agreement shall be removed by the City from the right-of-way of the United States within thirty (30) days after termination of this license at the sole expense of the City.

16. The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

17. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

18. EQUAL OPPORTUNITY CLAUSE - The provisions required by Executive Order 11246 of September 24, 1965, a copy of which provisions is attached hereto, marked Exhibit B, and by this reference incorporated herein, shall apply as fully as though herein set forth at length. The term "contractor", where used in Exhibit B, shall be understood to refer to the City of Las Cruces, New Mexico, otherwise in this license termed "City."

(FST031271)

19. The City warrants that no person or agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the City for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to require the City to pay, in addition to the contract consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

20. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties have caused this contract to be executed the day and year first hereinabove written.

UNITED STATES OF AMERICA

By James W. Kirby
Project Superintendent
Rio Grande Project
Bureau of Reclamation

CITY OF LAS CRUCES, NEW MEXICO

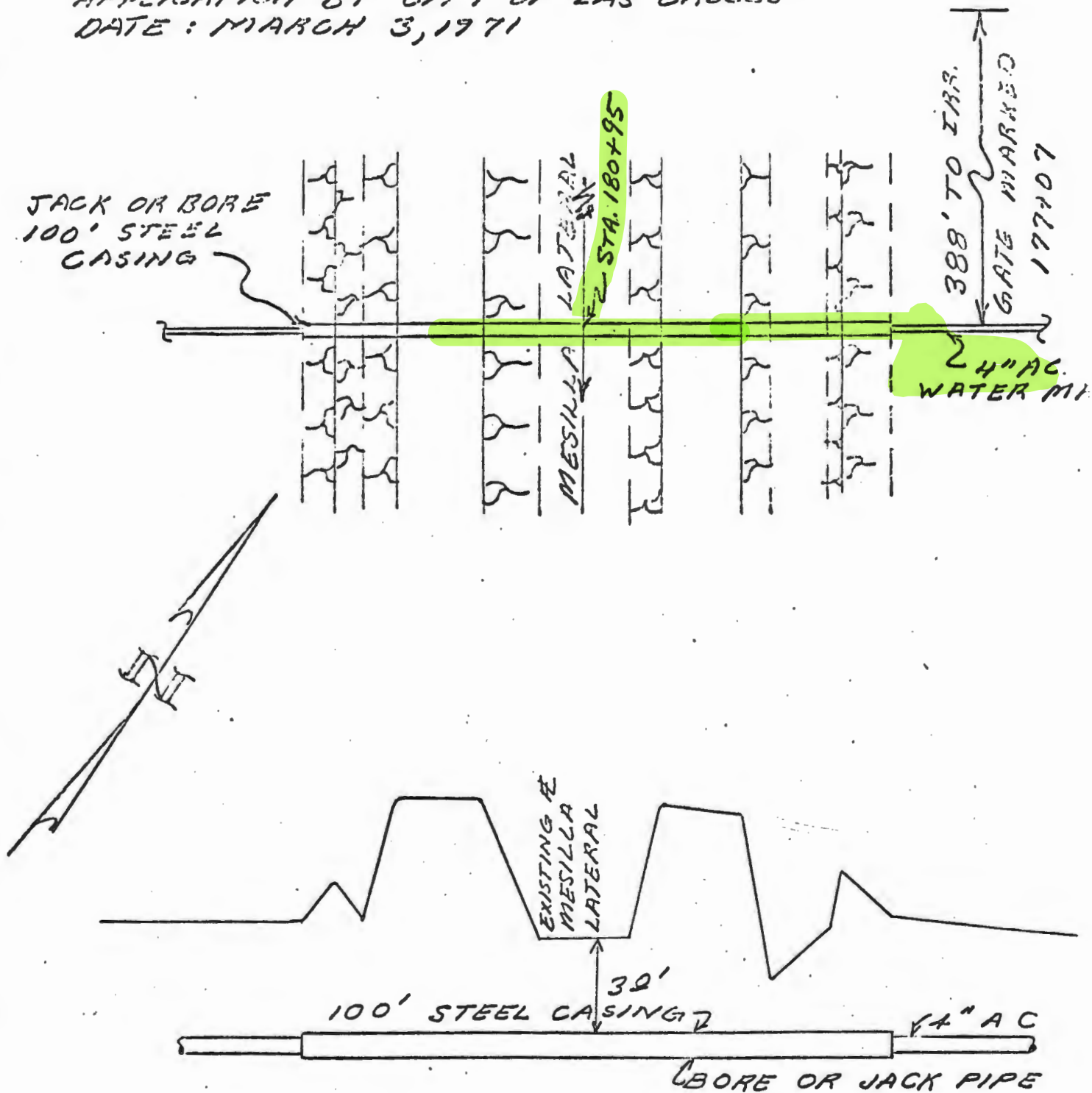
By [Signature]
Mayor

ATTEST:

[Signature]
City Clerk

PROPOSED FACILITY

PROJECT: SEWAGE TREATMENT PLANT CHLORINATION
TYPE STRUCTURE: 4" A.C. WATER MAIN
COUNTY OF DONA ANA
APPLICATION BY CITY OF LAS CRUCES
DATE: MARCH 3, 1971

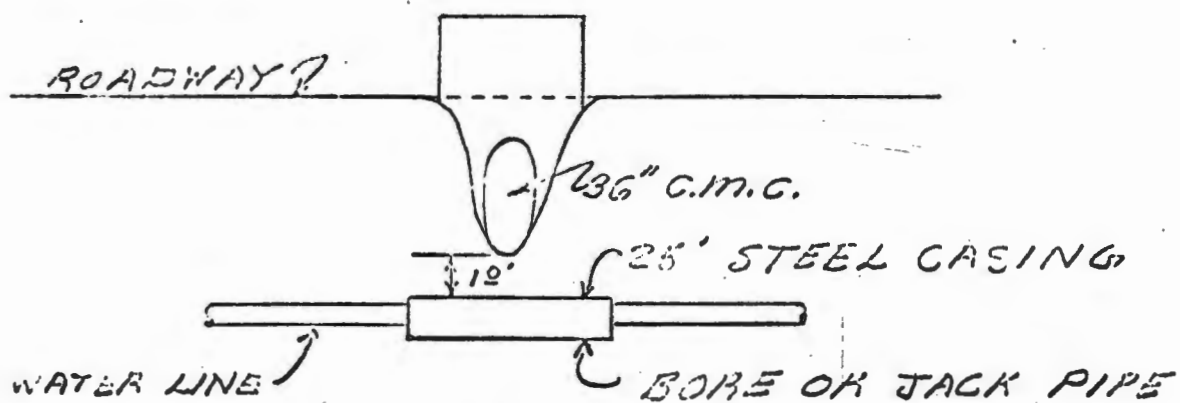
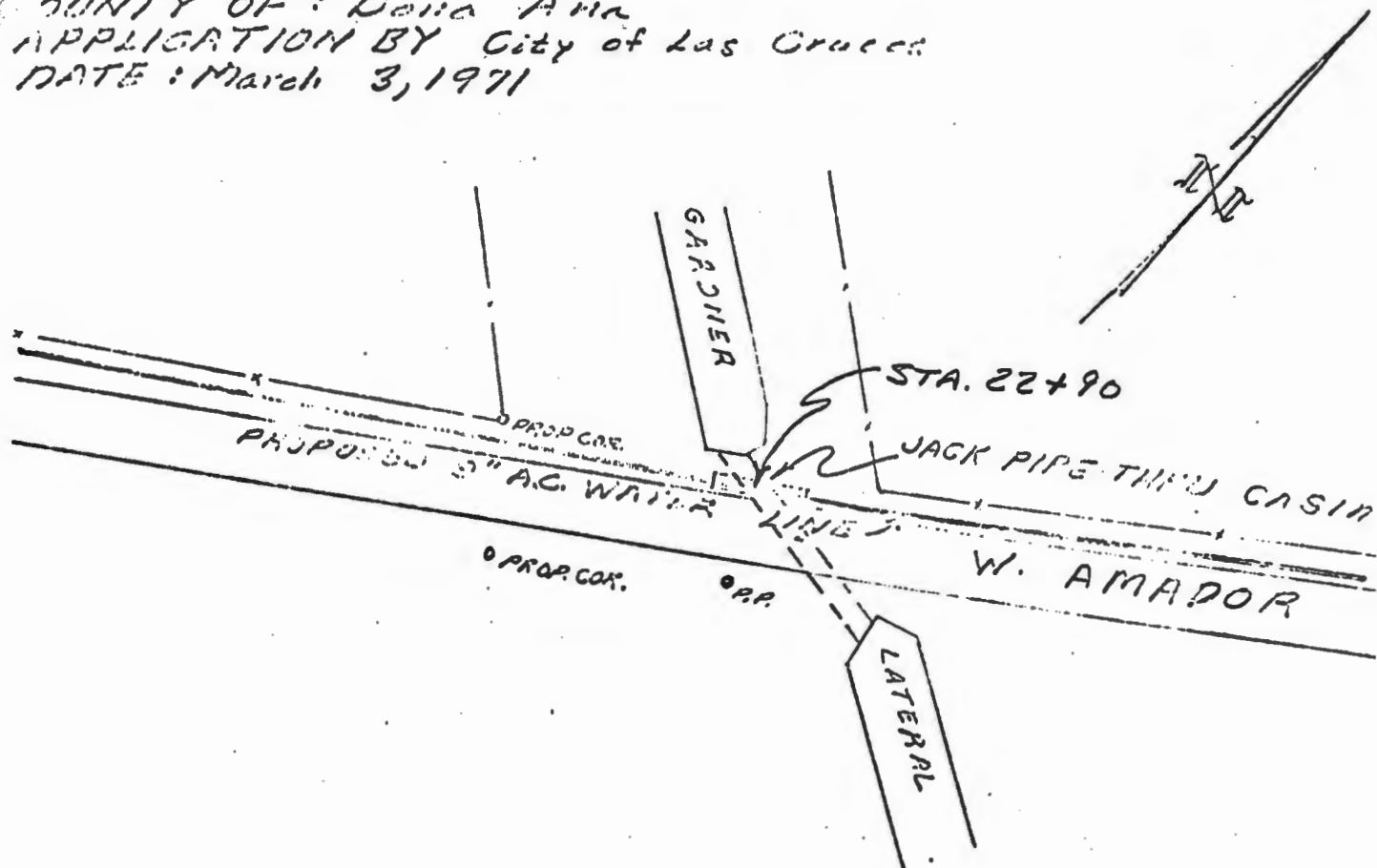


SCALE ~ 1" = 25' HORIZ.
1" = 5' VERT.

MESILLA LATERAL
CROSSING DETAIL

PROPOSED FACILITY

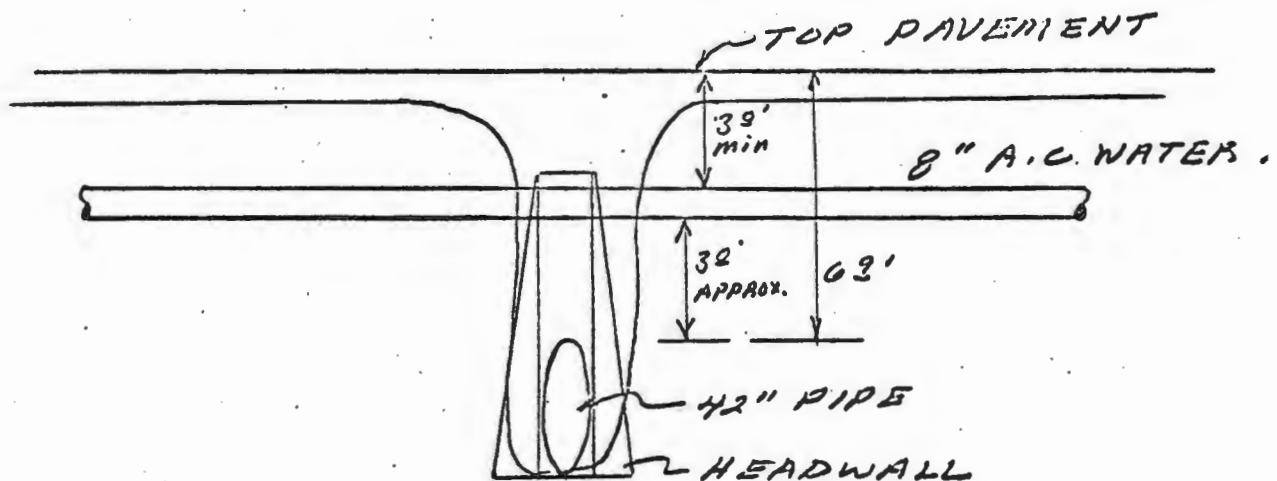
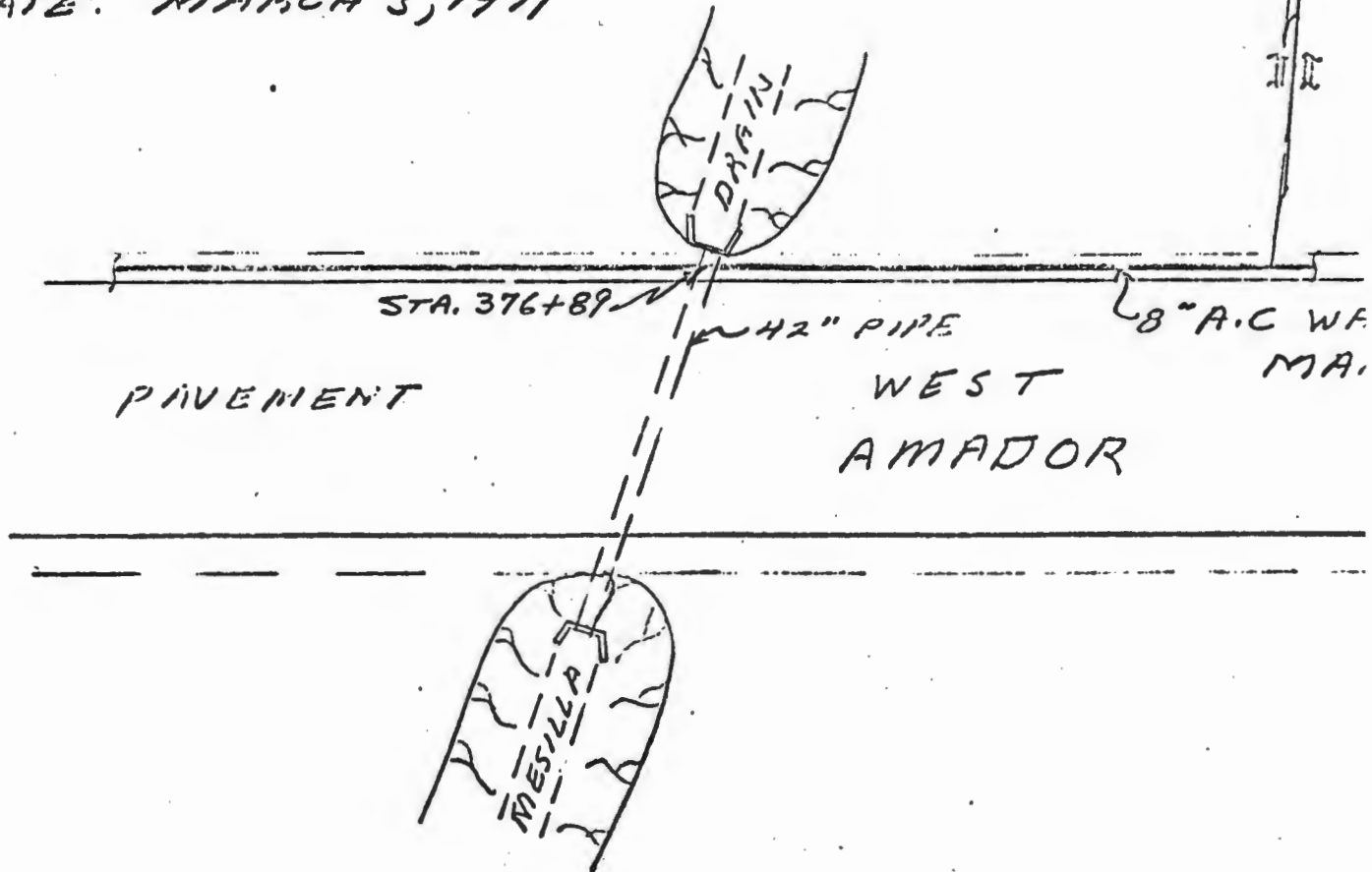
PROJECT: Sewage Treatment Plant Chlorination
 TYPE STRUCTURE: 3" A.C. Water Main
 COUNTY OF: Dona Ana
 APPLICATION BY City of Las Cruces
 DATE: March 3, 1971



SCALE 1" = 60' Horiz.
 1" = 5' Vert.

GARDNER LATERAL
 CROSSING DETAIL

PROJECT: SEWAGE TREATMENT PLANT CHLORINATION
 TYPE STRUCTURE: 8" A.C. WATER MAIN
 COUNTY OF DONA ANA
 APPLICATION BY CITY OF LAS CRUCES
 DATE: MARCH 3, 1971



SCALE ~ 1" = 20' HORIZ.
 1" = 5' VERT.

MESILLA DRAIN
 CROSSING DETAIL

EQUAL OPPORTUNITY

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

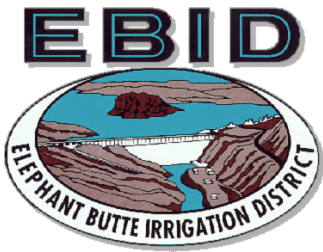
(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



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: 2026-127

License Number: 2026-L-093

Exhibits Attached: "A" AND "B"

(Place License Number on all exhibits)

Term:

From: AUGUST 12, 2026

To: AUGUST 12, 2036

Month Day Year

Licensee (Name and address)

CITY OF LAS CRUCES / UTILITIES DEPT.

680 N. MOTEL BLVD

LAS CRUCES, NM 88009

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

TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE CROSSING THE GARDNER LATERAL AT APPROXIMATE STATION 22+90 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

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

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

- LICENSE RENEWAL: X-REFERENCE 14-06-503-1930
- 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: AUGUST 12, 2026

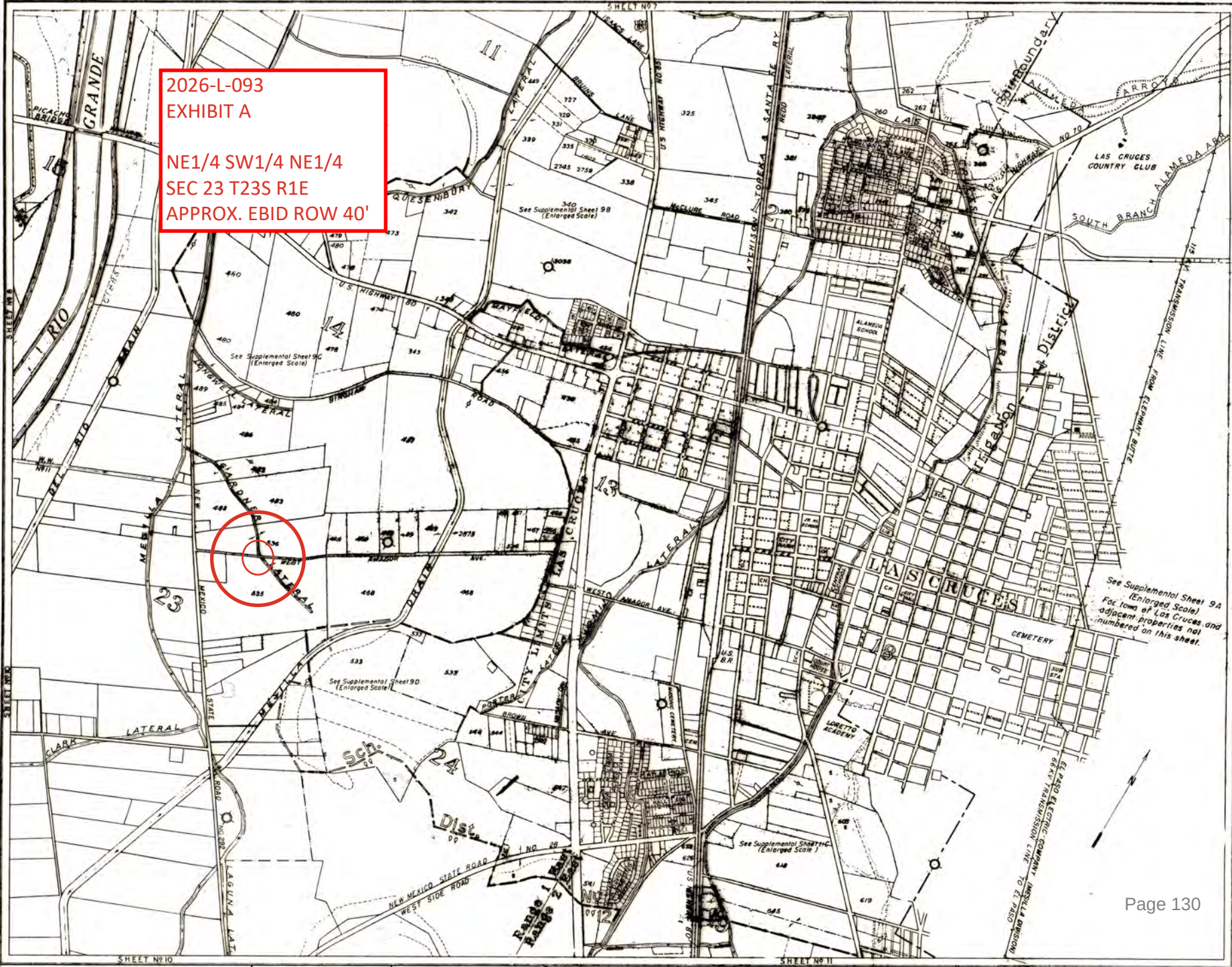
Approved by EBID Board of Directors

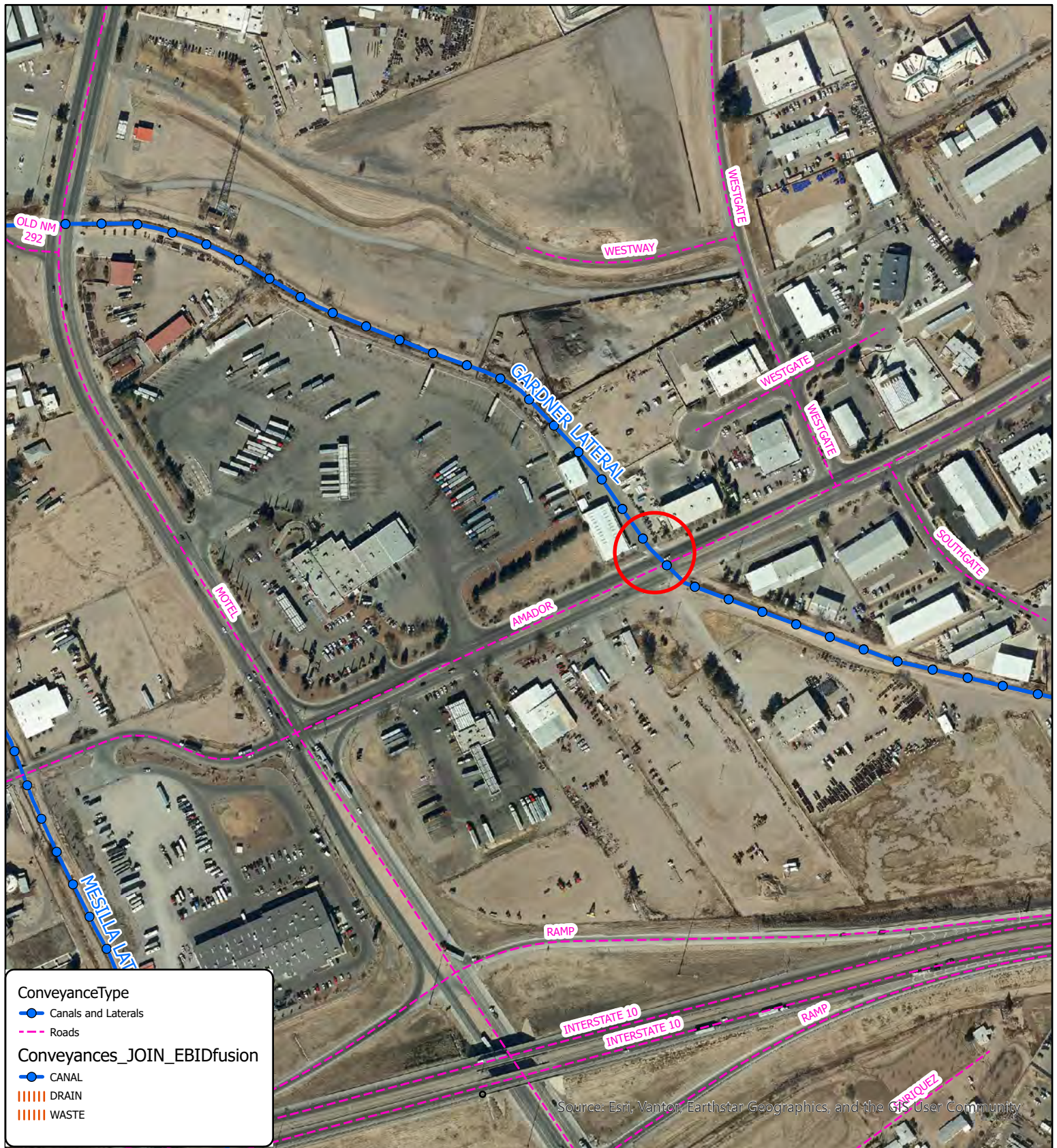
SIGNATURE/DATE:

Approved by EBID Engineer

2026-L-093
EXHIBIT A

NE1/4 SW1/4 NE1/4
SEC 23 T23S R1E
APPROX. EBID ROW 40'





2026-L-093
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE CROSSING THE
GARDNER LATERAL AT APPROXIMATE STATION 22+90
EBID APPROX. ROW 40'

Library

Contract No. 14-06-503-1930

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRANDE PROJECT, NEW MEXICO-TEXAS

LICENSE AGREEMENT WITH THE CITY OF LAS CRUCES, NEW MEXICO,
FOR CONSTRUCTION AND MAINTENANCE OF WATER LINE CROSSINGS
OF THE MESILLA LATERAL, GARDNER LATERAL AND MESILLA DRAIN

THIS AGREEMENT, made this 5th day of May, 1971, in
pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388),
and acts amendatory thereof and supplementary thereto, particularly
the Reclamation Project Act of 1939 (53 Stat. 1187), between the
UNITED STATES OF AMERICA, hereinafter referred to as "United States,"
represented by the officer executing this agreement, hereinafter
termed "Contracting Officer," it being understood that the obligations
of the United States hereunder relate only to the activities of the
Bureau of Reclamation, and the CITY OF LAS CRUCES, NEW MEXICO, a
municipal corporation duly organized and existing under and by virtue
of the laws of the State of New Mexico, hereinafter styled "City."

WITNESSETH THAT:

WHEREAS, City at its sole expense desires to construct,
operate and maintain water line crossings of the Mesilla Lateral,
Gardner Lateral and Mesilla Drain, irrigation and drainage facilities
of the Rio Grande Project; and

WHEREAS, the granting and exercise of the license on right-
of-way of the United States in the manner and under the conditions
set forth will not be incompatible with the requirements of the United
States for the operation and maintenance of facilities of the Federal
Rio Grande Reclamation Project.

NOW, THEREFORE, the parties hereto agree as follows:

1. For and upon payment of the consideration hereinafter stated, the United States, to the extent of its interest therein hereby grants to City permission for a period of fifty (50) years from the date hereof to construct, operate and maintain a water line crossing of the Mesilla Lateral at approximately Station 180 + 95; a water line crossing of the Gardner Lateral at approximately Station 22 + 90; and a water line crossing of the Mesilla Drain at approximately Station 376 + 89, all in Dona Ana County, New Mexico, as more specifically located and described on Exhibit A, sheets 1 through 3 thereof, attached hereto and by this reference made a part hereof.

2. City agrees to bear the cost to the United States of issuing and administering this license agreement, including the cost of inspection of construction. To this end City will, upon execution of this agreement by the parties, pay to the United States the sum of One Hundred and Ninety Dollars (\$190.00) of which \$50.00 is for issuing and administering this license and \$140.00 is the estimated cost of inspection of construction work. In the event the actual cost to the United States of inspection of construction work exceeds \$140.00, City agrees to pay the excess cost. In the event the actual cost to the United States of inspection of construction is less than \$140.00, the United States will reimburse City the excess of the advancement over actual cost of construction inspection.

3. Construction shall be accomplished at such time or times as will not interfere with the use of the Rio Grande Project facilities as determined by the Project Superintendent or his authorized representative prior to commencement of construction.

4. There is reserved to the United States and its assigns the prior right to use any of the lands herein described to construct, operate and maintain structures and facilities including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephone and telegraph lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

5. The City further agrees that if the construction of any or all of such structures and facilities across, over or upon said lands should be made more expensive by reason of the existence

of improvements or works of the City thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty (30) days after demand is made upon the City for payment of any such sums the City will make payment thereof to the United States or any of its assigns constructing such structures and facilities on said lands. As an alternate to payment, the City, at its sole cost and expense and within the time limits established by the United States, may remove or adapt facilities constructed and operated by it on said lands to accommodate the aforementioned structures and facilities of the United States.

6. The City shall bear the cost to the United States of any failure of the City to remove or adapt its facilities within the time limits specified.

7. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passover, and egress from all of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.

8. The City further agrees that the United States, its officers, agents, and employees and its assigns, shall not be held liable for any damage to City's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this license.

9. This license is subject to existing rights-of-way for highways, roads, canals, laterals, drains, ditches, pipelines, electrical transmission lines, telegraph and telephone lines, over any part of the described lands.

10. The United States does not assume any liability and the City agrees to indemnify and hold the United States harmless for injury or damage to any persons or property that may arise during and in consequence of the use, occupancy, and enjoyment by the City of the license granted herein; or the design of, construction of, erection of, presence of, maintenance of, or failure to properly and safely construct, operate and maintain, use and occupy any and all of the structures and facilities aforesaid or any part thereof.

11. The City hereby releases the United States from liability for any and all loss or damage of every description or kind whatsoever, which may result to the City from the construction, operation, and maintenance of the Rio Grande Project works upon said land, provided that nothing in this agreement shall be construed as releasing the United States from responsibility for its own negligence.

12. The City shall defend the United States in any action which alleges that the City's use of Project right-of-way or facilities under this agreement is unlawful in any manner and further agrees to indemnify and hold the United States harmless from the decision in any such type of litigation.

13. The City shall use, occupy, and maintain said facilities with all reasonable diligence and precaution to avoid damage to or obstruction of the irrigation and drainage facilities or other structures of the United States, or any interference in any way with the operation and maintenance of the same.

14. Nonuse of the licensed lands by the City for the purposes for which licensed, continuing at any time for a period of two (2) years, shall, at the option of the United States, work a termination of this agreement and of all rights of the City hereunder.

15. Unless otherwise approved by the United States, all facilities of the City licensed under this agreement shall be removed by the City from the right-of-way of the United States within thirty (30) days after termination of this license at the sole expense of the City.

16. The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

17. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

18. EQUAL OPPORTUNITY CLAUSE - The provisions required by Executive Order 11246 of September 24, 1965, a copy of which provisions is attached hereto, marked Exhibit B, and by this reference incorporated herein, shall apply as fully as though herein set forth at length. The term "contractor", where used in Exhibit B, shall be understood to refer to the City of Las Cruces, New Mexico, otherwise in this license termed "City."

(FST031271)

19. The City warrants that no person or agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the City for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to require the City to pay, in addition to the contract consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

20. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties have caused this contract to be executed the day and year first hereinabove written.

UNITED STATES OF AMERICA

By James W. Kirby
Project Superintendent
Rio Grande Project
Bureau of Reclamation

CITY OF LAS CRUCES, NEW MEXICO

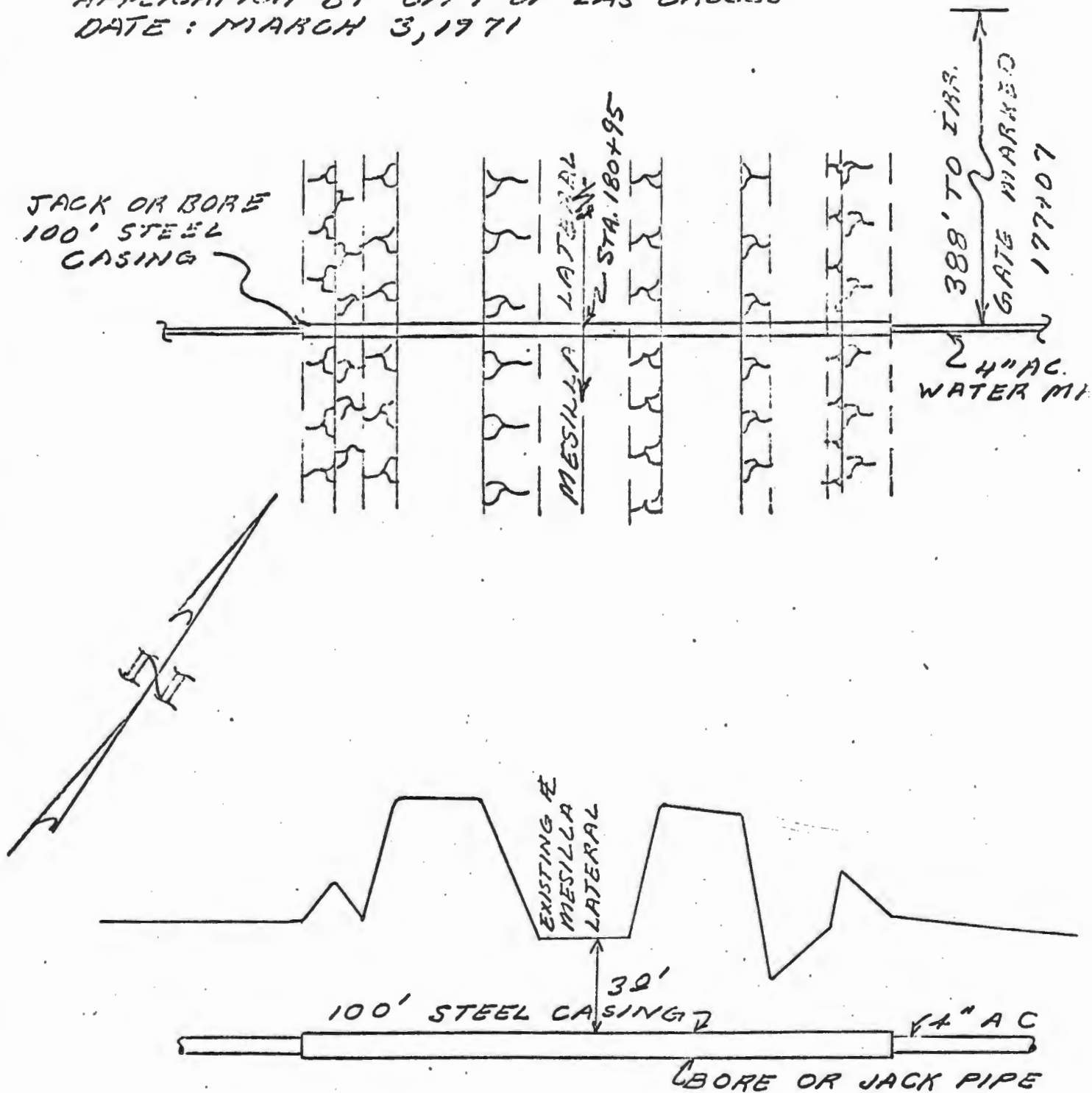
By [Signature]
Mayor

ATTEST:

[Signature]
City Clerk

PROPOSED FACILITY

PROJECT: SEWAGE TREATMENT PLANT CHLORINATION
TYPE STRUCTURE: 4" A.C. WATER MAIN
COUNTY OF DONA ANA
APPLICATION BY CITY OF LAS CRUCES
DATE: MARCH 3, 1971

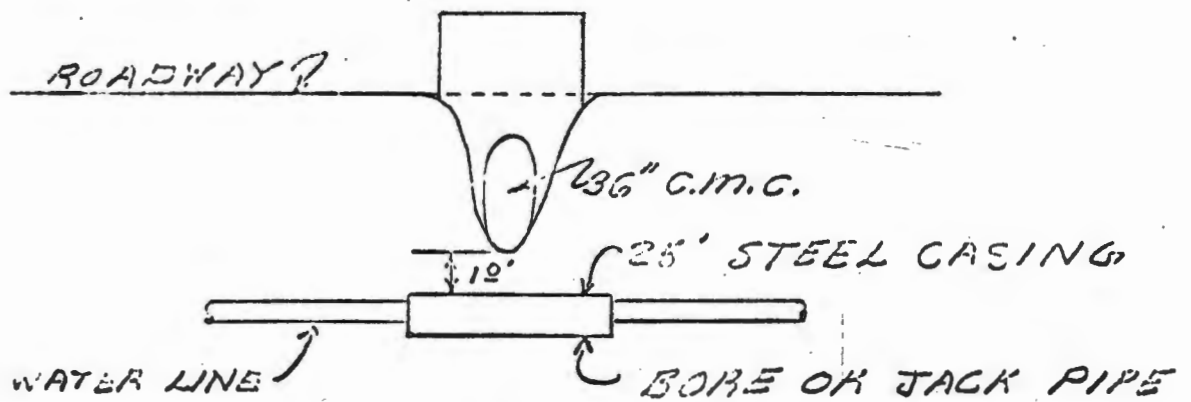
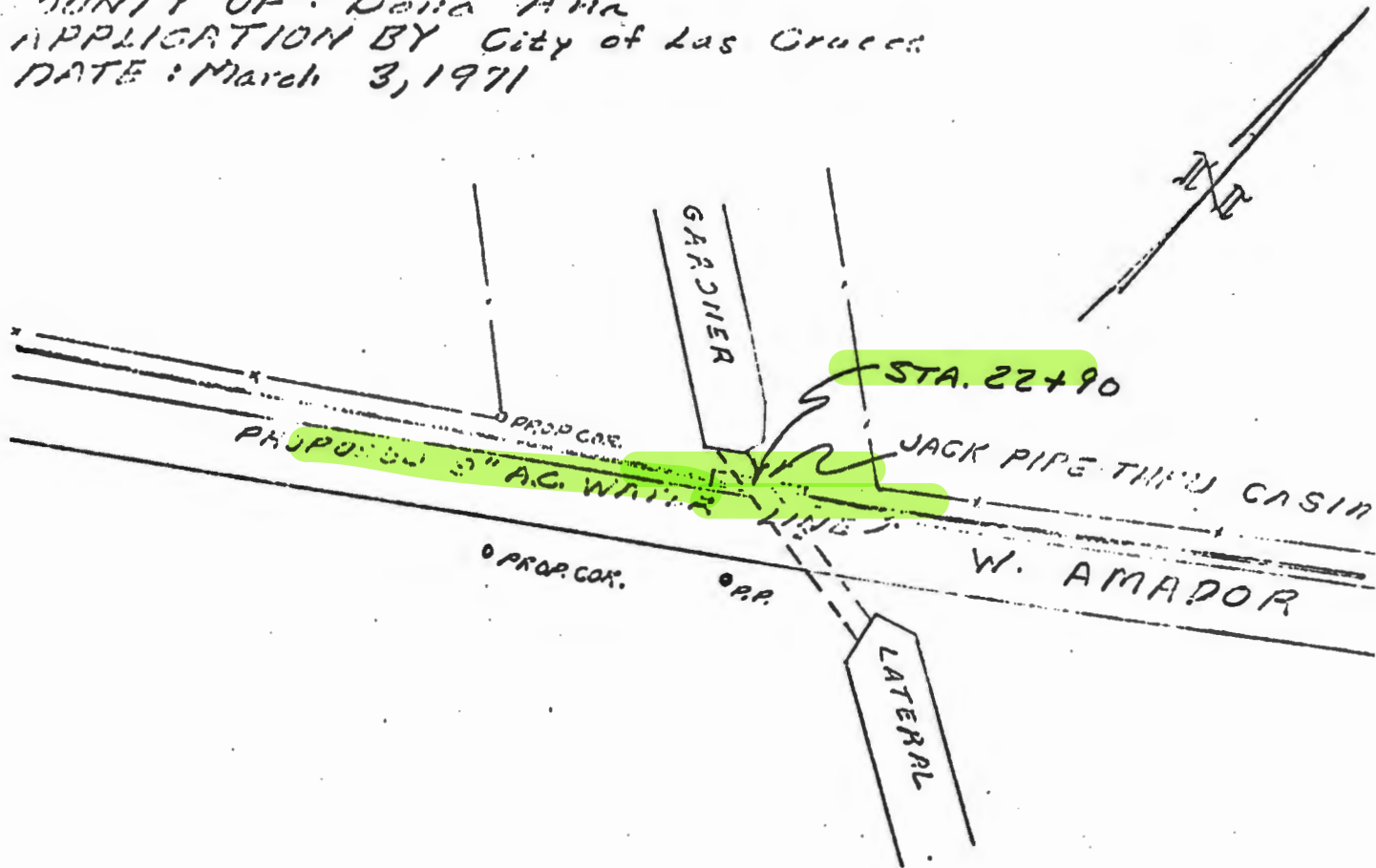


SCALE ~ 1" = 25' HORIZ.
1" = 5' VERT.

MESILLA LATERAL
CROSSING DETAIL

PROPOSED FACILITY

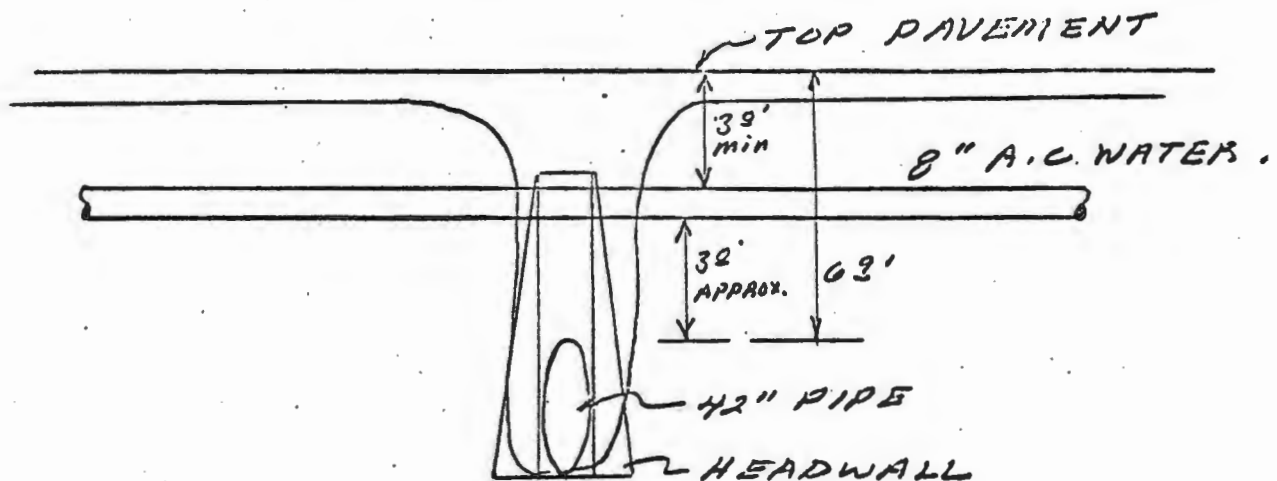
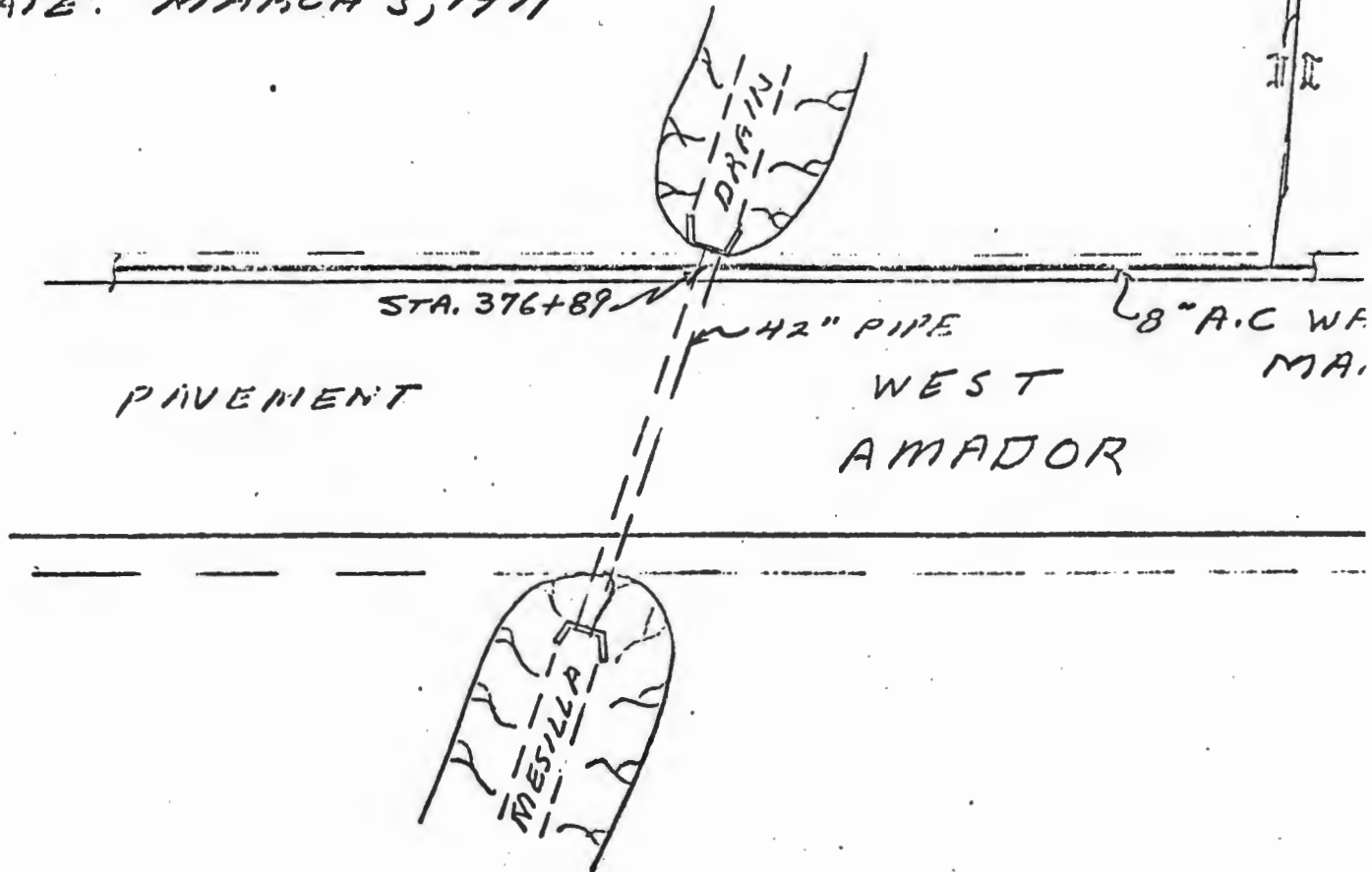
PROJECT: Sewage Treatment Plant Chlorination
 TYPE STRUCTURE: 3" A.C. Water Main
 COUNTY OF: Dona Ana
 APPLICATION BY City of Las Cruces
 DATE: March 3, 1971



SCALE: 1" = 60' Horiz.
 1" = 5' Vert.

GARDNER LATERAL
 CROSSING DETAIL

PROJECT: SEWAGE TREATMENT PLANT CHLORINATION
 TYPE STRUCTURE: 8" A.C. WATER MAIN
 COUNTY OF DONA ANA
 APPLICATION BY CITY OF LAS CRUCES
 DATE: MARCH 3, 1971



SCALE ~ 1" = 20' HORIZ.
 1" = 5' VERT.

MESILLA DRAIN
 CROSSING DETAIL

EQUAL OPPORTUNITY

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

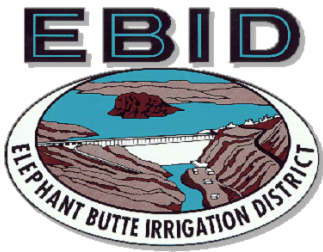
(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



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: 2026-128

License Number: 2026-L-094

Exhibits Attached: "A" AND "B"

(Place License Number on all exhibits)

Term:

From: AUGUST 12, 2026

To: AUGUST 12, 2036

Month Day Year

Licensee (Name and address)

CITY OF LAS CRUCES / UTILITIES DEPT.

680 N. MOTEL BLVD

LAS CRUCES, NM 88009

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

TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE CROSSING THE MESILLA DRAIN AT APPROXIMATE STATION 376+89 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

LOCATED IN THE SE¹/₄ OF SW¹/₄ OF THE WW¹/₄ OF SECTION 13, TOWNSHIP 23 SOUTH, RANGE 1 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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

- LICENSE RENEWAL: X-REFERENCE 14-06-503-1930
- 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

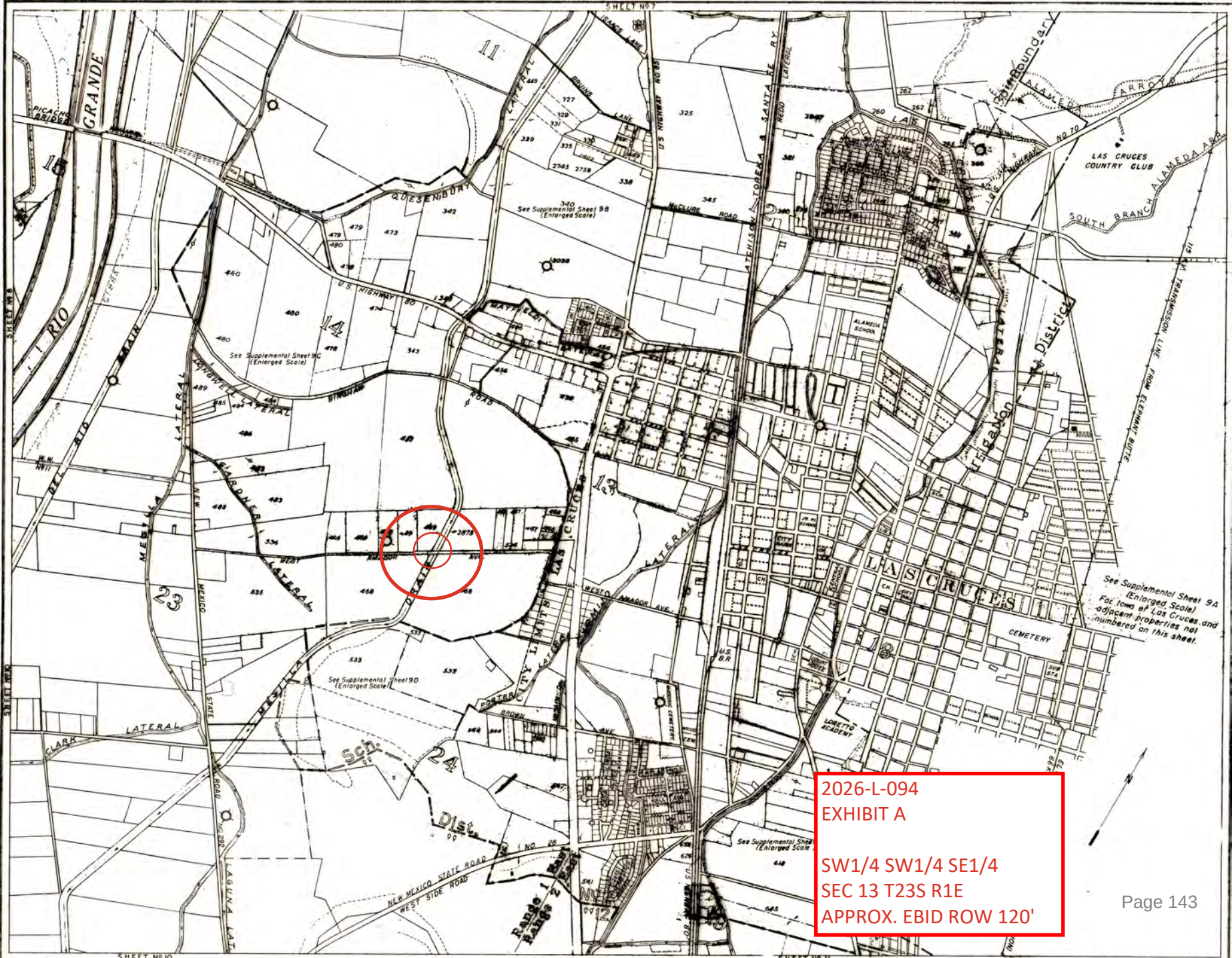
****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: AUGUST 12, 2026

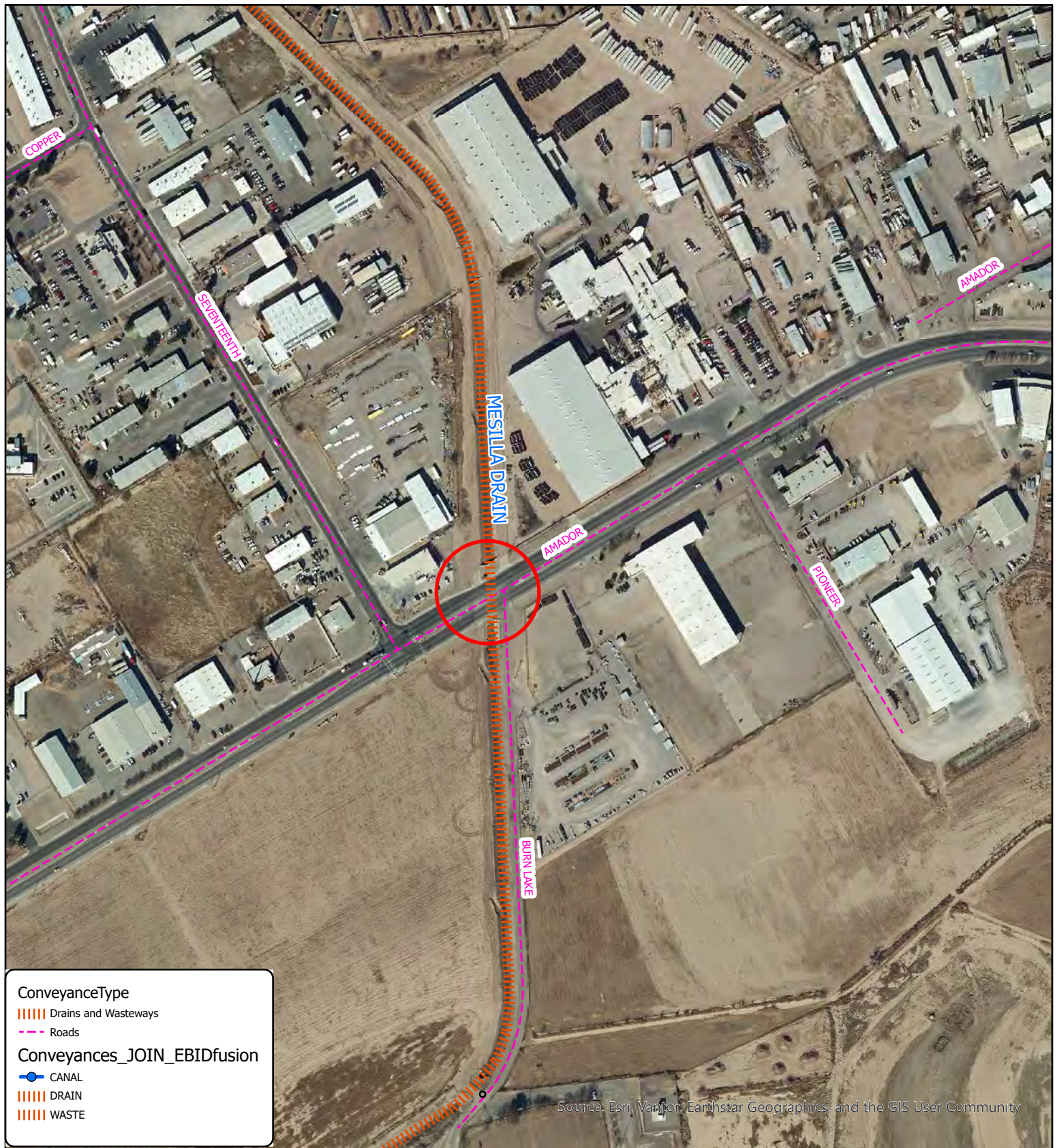
Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer



2026-L-094
EXHIBIT A
SW1/4 SW1/4 SE1/4
SEC 13 T23S R1E
APPROX. EBID ROW 120'



2026-L-094
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE CROSSING THE
MESILLA DRAIN AT APPROXIMATE STATION 376+89
EBID APPROX. ROW 60'

0 100 200 400 600 US Feet



Page 144

Library

Contract No. 14-06-503-1930

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRANDE PROJECT, NEW MEXICO-TEXAS

LICENSE AGREEMENT WITH THE CITY OF LAS CRUCES, NEW MEXICO,
FOR CONSTRUCTION AND MAINTENANCE OF WATER LINE CROSSINGS
OF THE MESILLA LATERAL, GARDNER LATERAL AND MESILLA DRAIN

THIS AGREEMENT, made this 5th day of May, 1971, in
pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388),
and acts amendatory thereof and supplementary thereto, particularly
the Reclamation Project Act of 1939 (53 Stat. 1187), between the
UNITED STATES OF AMERICA, hereinafter referred to as "United States,"
represented by the officer executing this agreement, hereinafter
termed "Contracting Officer," it being understood that the obligations
of the United States hereunder relate only to the activities of the
Bureau of Reclamation, and the CITY OF LAS CRUCES, NEW MEXICO, a
municipal corporation duly organized and existing under and by virtue
of the laws of the State of New Mexico, hereinafter styled "City."

WITNESSETH THAT:

WHEREAS, City at its sole expense desires to construct,
operate and maintain water line crossings of the Mesilla Lateral,
Gardner Lateral and Mesilla Drain, irrigation and drainage facilities
of the Rio Grande Project; and

WHEREAS, the granting and exercise of the license on right-
of-way of the United States in the manner and under the conditions
set forth will not be incompatible with the requirements of the United
States for the operation and maintenance of facilities of the Federal
Rio Grande Reclamation Project.

NOW, THEREFORE, the parties hereto agree as follows:

1. For and upon payment of the consideration hereinafter stated, the United States, to the extent of its interest therein hereby grants to City permission for a period of fifty (50) years from the date hereof to construct, operate and maintain a water line crossing of the Mesilla Lateral at approximately Station 180 + 95; a water line crossing of the Gardner Lateral at approximately Station 22 + 90; and a water line crossing of the Mesilla Drain at approximately Station 376 + 89, all in Dona Ana County, New Mexico, as more specifically located and described on Exhibit A, sheets 1 through 3 thereof, attached hereto and by this reference made a part hereof.

2. City agrees to bear the cost to the United States of issuing and administering this license agreement, including the cost of inspection of construction. To this end City will, upon execution of this agreement by the parties, pay to the United States the sum of One Hundred and Ninety Dollars (\$190.00) of which \$50.00 is for issuing and administering this license and \$140.00 is the estimated cost of inspection of construction work. In the event the actual cost to the United States of inspection of construction work exceeds \$140.00, City agrees to pay the excess cost. In the event the actual cost to the United States of inspection of construction is less than \$140.00, the United States will reimburse City the excess of the advancement over actual cost of construction inspection.

3. Construction shall be accomplished at such time or times as will not interfere with the use of the Rio Grande Project facilities as determined by the Project Superintendent or his authorized representative prior to commencement of construction.

4. There is reserved to the United States and its assigns the prior right to use any of the lands herein described to construct, operate and maintain structures and facilities including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephone and telegraph lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

5. The City further agrees that if the construction of any or all of such structures and facilities across, over or upon said lands should be made more expensive by reason of the existence

of improvements or works of the City thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty (30) days after demand is made upon the City for payment of any such sums the City will make payment thereof to the United States or any of its assigns constructing such structures and facilities on said lands. As an alternate to payment, the City, at its sole cost and expense and within the time limits established by the United States, may remove or adapt facilities constructed and operated by it on said lands to accommodate the aforementioned structures and facilities of the United States.

6. The City shall bear the cost to the United States of any failure of the City to remove or adapt its facilities within the time limits specified.

7. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passover, and egress from all of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.

8. The City further agrees that the United States, its officers, agents, and employees and its assigns, shall not be held liable for any damage to City's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this license.

9. This license is subject to existing rights-of-way for highways, roads, canals, laterals, drains, ditches, pipelines, electrical transmission lines, telegraph and telephone lines, over any part of the described lands.

10. The United States does not assume any liability and the City agrees to indemnify and hold the United States harmless for injury or damage to any persons or property that may arise during and in consequence of the use, occupancy, and enjoyment by the City of the license granted herein; or the design of, construction of, erection of, presence of, maintenance of, or failure to properly and safely construct, operate and maintain, use and occupy any and all of the structures and facilities aforesaid or any part thereof.

11. The City hereby releases the United States from liability for any and all loss or damage of every description or kind whatsoever, which may result to the City from the construction, operation, and maintenance of the Rio Grande Project works upon said land, provided that nothing in this agreement shall be construed as releasing the United States from responsibility for its own negligence.

12. The City shall defend the United States in any action which alleges that the City's use of Project right-of-way or facilities under this agreement is unlawful in any manner and further agrees to indemnify and hold the United States harmless from the decision in any such type of litigation.

13. The City shall use, occupy, and maintain said facilities with all reasonable diligence and precaution to avoid damage to or obstruction of the irrigation and drainage facilities or other structures of the United States, or any interference in any way with the operation and maintenance of the same.

14. Nonuse of the licensed lands by the City for the purposes for which licensed, continuing at any time for a period of two (2) years, shall, at the option of the United States, work a termination of this agreement and of all rights of the City hereunder.

15. Unless otherwise approved by the United States, all facilities of the City licensed under this agreement shall be removed by the City from the right-of-way of the United States within thirty (30) days after termination of this license at the sole expense of the City.

16. The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

17. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

18. EQUAL OPPORTUNITY CLAUSE - The provisions required by Executive Order 11246 of September 24, 1965, a copy of which provisions is attached hereto, marked Exhibit B, and by this reference incorporated herein, shall apply as fully as though herein set forth at length. The term "contractor", where used in Exhibit B, shall be understood to refer to the City of Las Cruces, New Mexico, otherwise in this license termed "City."

(FST031271)

19. The City warrants that no person or agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the City for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to require the City to pay, in addition to the contract consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

20. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties have caused this contract to be executed the day and year first hereinabove written.

UNITED STATES OF AMERICA

By James W. Kirby
Project Superintendent
Rio Grande Project
Bureau of Reclamation

CITY OF LAS CRUCES, NEW MEXICO

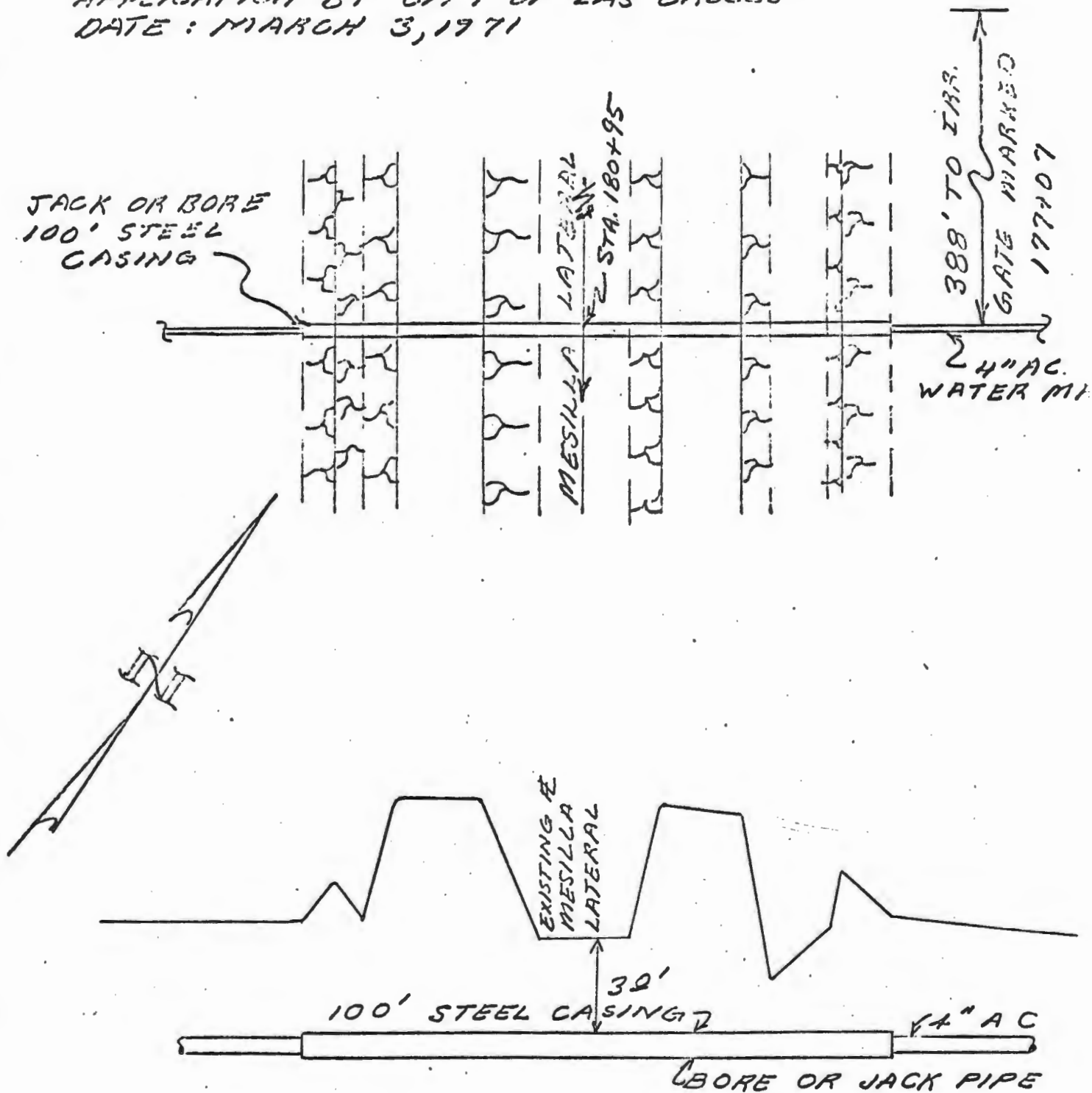
By [Signature]
Mayor

ATTEST:

[Signature]
City Clerk

PROPOSED FACILITY

PROJECT: SEWAGE TREATMENT PLANT CHLORINATION
TYPE STRUCTURE: 4" A.C. WATER MAIN
COUNTY OF DONA ANA
APPLICATION BY CITY OF LAS CRUCES
DATE: MARCH 3, 1971

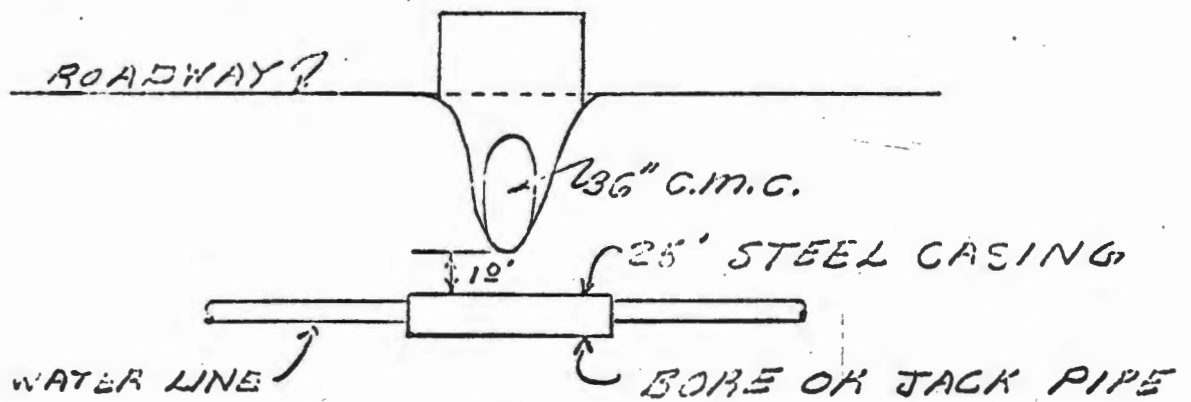
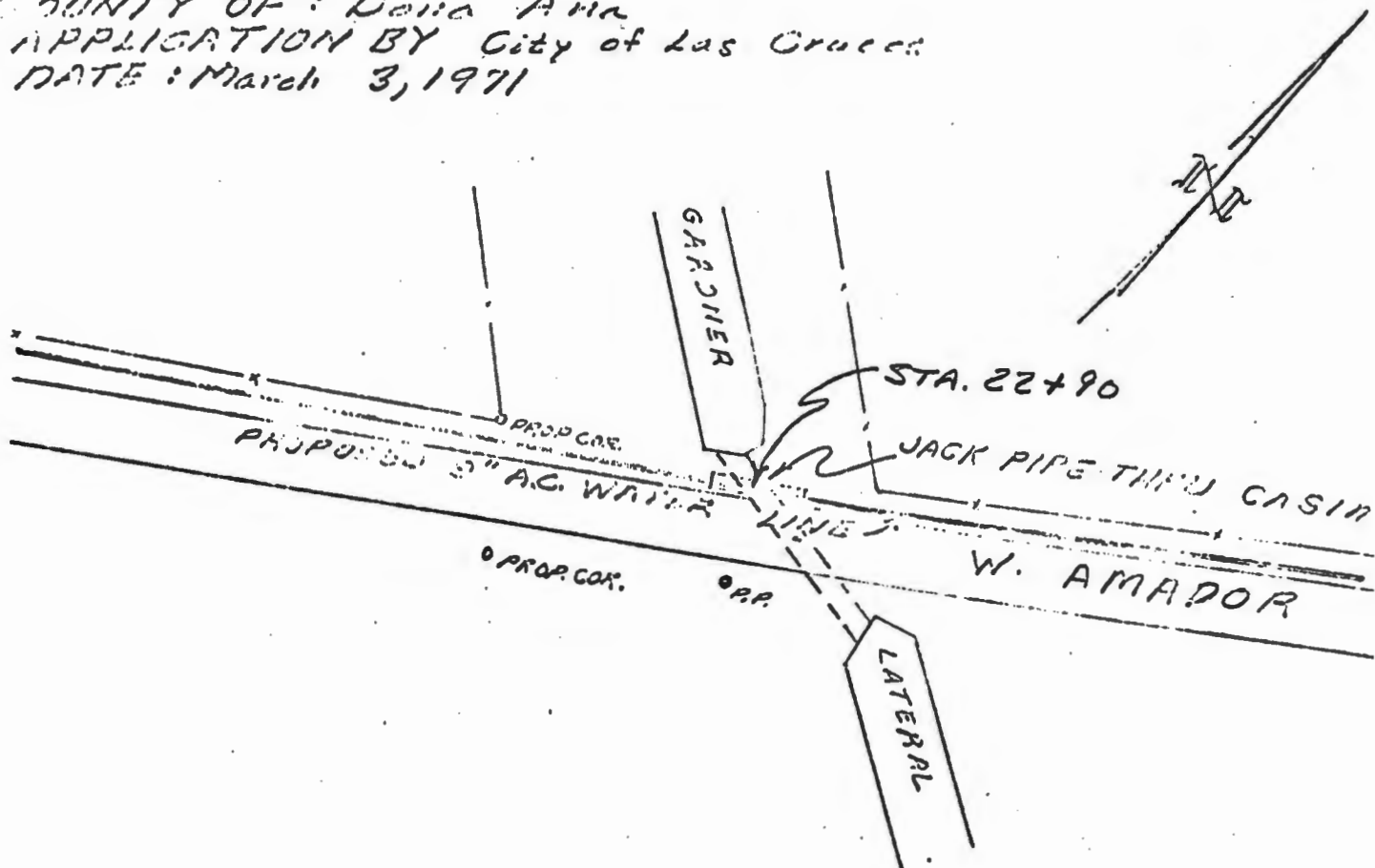


SCALE ~ 1" = 25' HORIZ.
1" = 5' VERT.

MESILLA LATERAL
CROSSING DETAIL

PROPOSED FACILITY

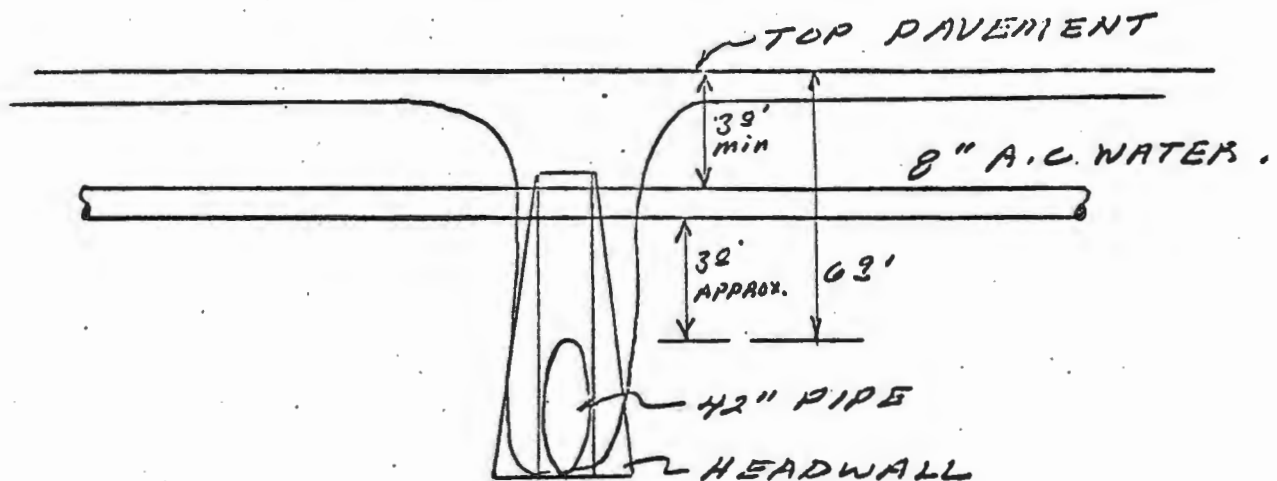
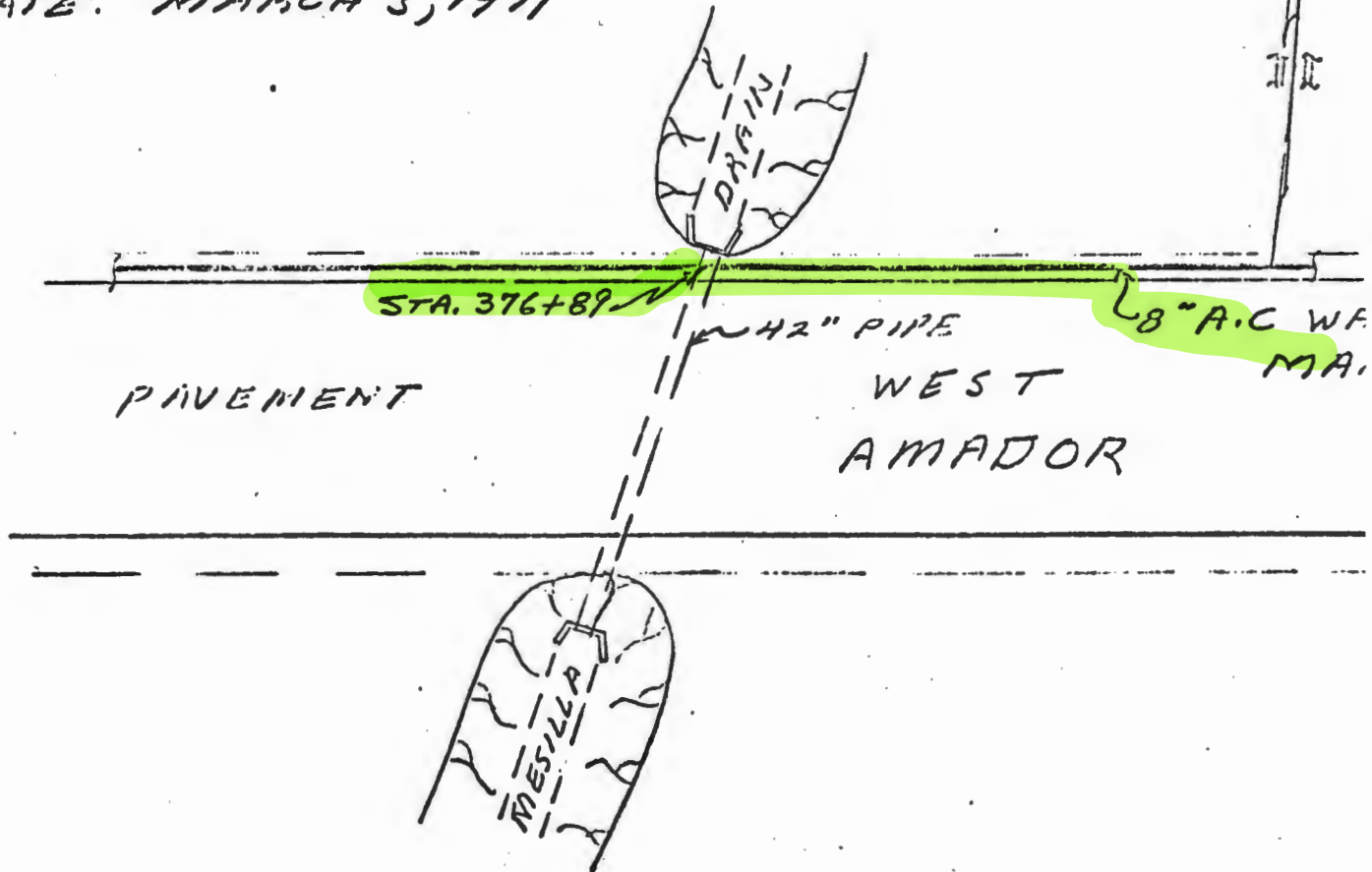
PROJECT: Sewage Treatment Plant Chlorination
TYPE STRUCTURE: 3" A.C. Water Main
COUNTY OF: Dona Ana
APPLICATION BY City of Las Cruces
DATE: March 3, 1971



SCALE 1" = 60' Horiz.
1" = 5' Vert.

GARDNER LATERAL
CROSSING DETAIL

PROJECT: SEWAGE TREATMENT PLANT CHLORINATION
 TYPE STRUCTURE: 8" A.C. WATER MAIN
 COUNTY OF DONA ANA
 APPLICATION BY CITY OF LAS CRUCES
 DATE: MARCH 3, 1971



SCALE ~ 1" = 20' HORIZ.
 1" = 5' VERT.

MESILLA DRAIN
 CROSSING DETAIL

EQUAL OPPORTUNITY

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

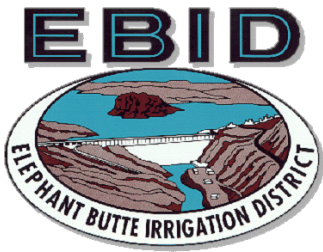
(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



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: 2026-129

License Number: 2026-L-095

Exhibits Attached: "A" AND "B"

(Place License Number on all exhibits)

Term:

From: AUGUST 12, 2026

To: AUGUST 12, 2036

Month Day Year

Licensee (Name and address)

CITY OF LAS CRUCES / UTILITIES DEPT.

680 N. MOTEL BLVD

LAS CRUCES, NM 88009

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

TO OPERATE AND MAINTAIN AN EXISTING BURIED GAS LINE CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 356+57 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

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

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

- LICENSE RENEWAL: X-REFERENCE 14-06-503-1952
- 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: AUGUST 12, 2026

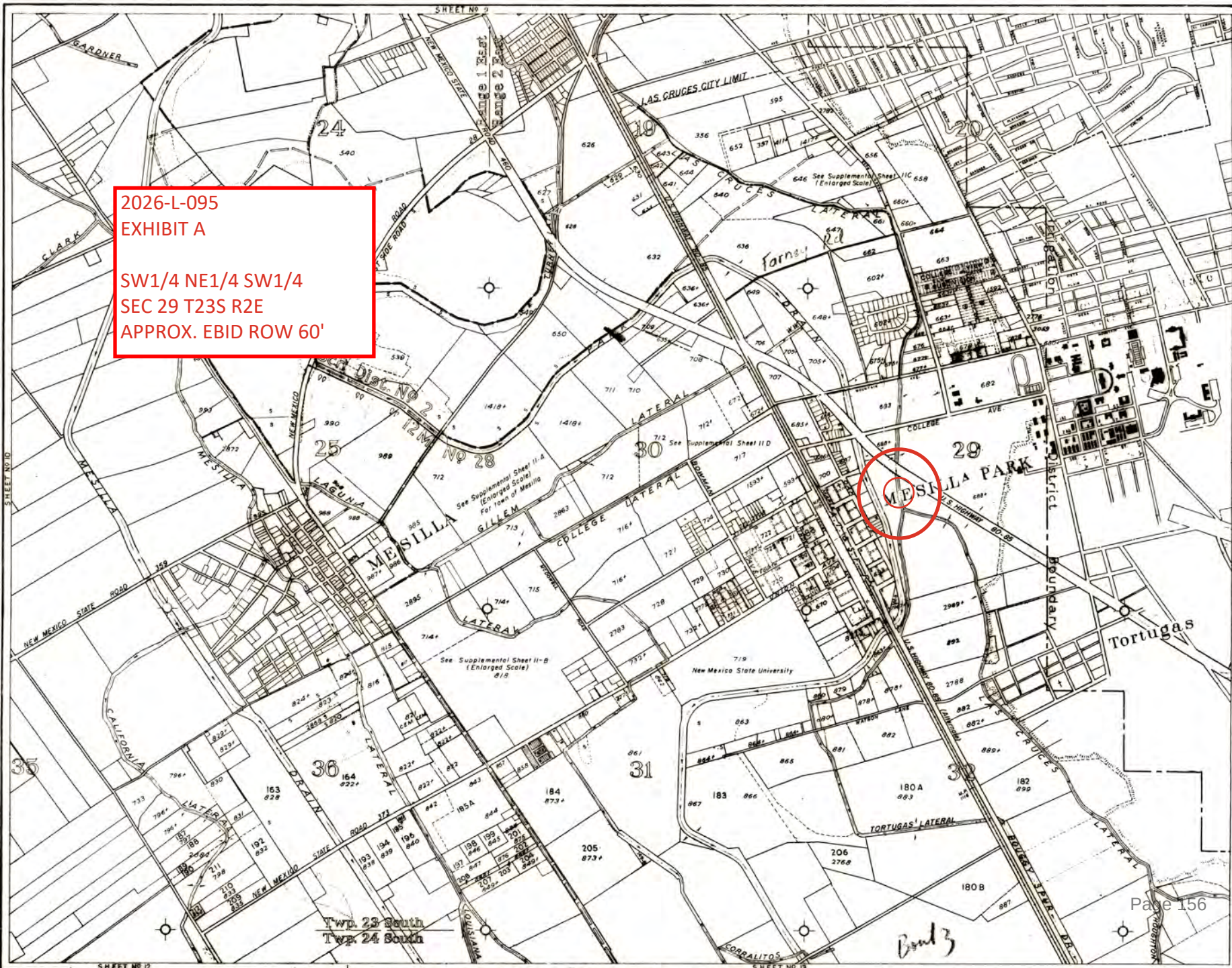
Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer

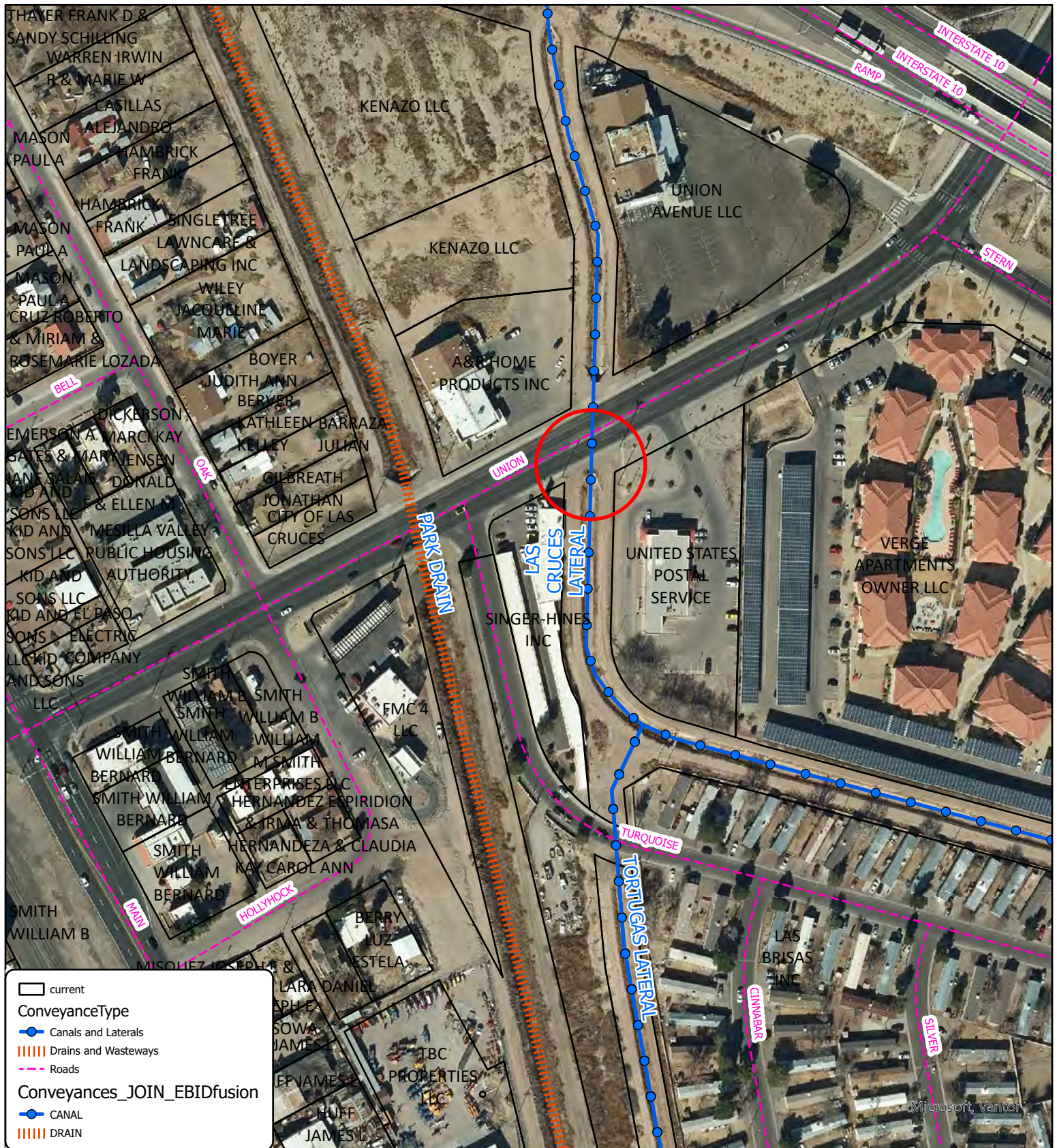
2026-L-095
EXHIBIT A

SW1/4 NE1/4 SW1/4
SEC 29 T23S R2E
APPROX. EBID ROW 60'



Page 156

EXPLANATION		AUTHORITIES Compiled from Topographic and Location Surveys by the Bureau of Reclamation. Property lines are from the best information available (Aerial Photographs, Deed Notes, etc.) but with no assurance that they are always accurate or valid.	SCALE T. 23S. R. 182E DATE 1959 REVISED	PROPERTY NUMBERS Project Symbols of a Property Map are shown in the Sheet No. 10 of this sheet, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 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RECLAMATION RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT,	MESILLA VALLEY SHEET — 11 MESILLA PARK
Canals Suspended Areas Wetlands Contaminated Areas	Levees Roads High Land Valley Land Sand Community and Private Ditches Irrigable Area					



2026-L-095
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING GAS LINE CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 356+57
EBID APPROX. ROW 60'

(FST081071)

Contract No. 14-06-503-1952

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRANDE PROJECT, NEW MEXICO-TEXAS

LICENSE AGREEMENT WITH THE CITY OF LAS CRUCES, NEW MEXICO,
FOR CONSTRUCTION AND MAINTENANCE OF WATER LINE, SANITARY
SEWER LINE, AND GAS LINE CROSSINGS OF THE PARK DRAIN, LAS
CRUCES LATERAL AND TORTUGAS LATERAL

THIS AGREEMENT, made this 23rd day of September, 1971,
in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388),
and acts amendatory thereof and supplementary thereto, particularly
the Reclamation Project Act of 1939 (53 Stat. 1187), between the
UNITED STATES OF AMERICA, hereinafter referred to as "United States",
represented by the officer executing this agreement, hereinafter
termed "Contracting Officer", it being understood that the obliga-
tions of the United States hereunder relate only to the activities
of the Bureau of Reclamation, and the CITY OF LAS CRUCES, NEW MEXICO,
a municipal corporation duly organized and existing under and by
virtue of the laws of the State of New Mexico, hereinafter styled
"Licensee".

WITNESSETH THAT:

WHEREAS, Licensee at its sole expense desires to construct,
operate and maintain domestic water supply line, sanitary sewer line
and gas pipeline crossings of the Park Drain, Las Cruces Lateral and
Tortugas Lateral; and

WHEREAS, the granting and exercise of the license on
right-of-way of the United States in the manner and under the con-
ditions set forth will not be incompatible with the requirements of
the United States for the operation and maintenance of the irrigation
facilities of the Federal Rio Grande Reclamation Project.

NOW, THEREFORE, the parties hereto agree as follows:

(FST081071)

1. For and upon payment of the consideration hereinafter stated, the United States, to the extent of its interest therein, hereby grants to Licensee permission for a period of fifty (50) years from the date hereof to construct, operate and maintain a 10-inch domestic water line crossing of Park Drain at Station 390+93, a 12-inch sanitary sewer line crossing of Park Drain at Station 390+88, and a 2-inch gas line crossing of Park Drain at Station 390+83; a 10-inch domestic water line crossing of Las Cruces Lateral at Station 356+50, a 12-inch sanitary sewer line crossing of Las Cruces Lateral at Station 356+33, and a 2-inch gas line crossing of Las Cruces Lateral at Station 356+57; and an 8-inch domestic water line crossing of Tortugas Lateral at Station 0+45, an 8-inch sanitary sewer line crossing of Tortugas Lateral at Station 0+55, and a 2-inch gas line crossing of Tortugas Lateral at Station 0+65, all as more specifically located and shown on Exhibit A, Sheets 1 through 5, thereof, attached hereto and by this reference made a part hereof.

2. Licensee agrees to bear the cost to the United States of issuing and administering this license agreement, including the cost of inspection of construction. To this end Licensee will, upon execution of this agreement by the parties, pay to the United States the sum of Two Hundred and Ten Dollars (\$210.00) of which \$50.00 is for issuing and administering this license and \$160.00 is the estimated cost of inspection of construction work. In the event the actual cost to the United States of inspection of construction work exceeds \$160.00, Licensee agrees to pay the excess cost. In the event the actual cost to the United States of inspection and construction is less than \$160.00, the United States will reimburse Licensee the excess of the advancement over actual cost of construction inspection.

3. Construction shall be accomplished at such time or times as will not interfere with the use of the Rio Grande Project facilities as determined by the Project Superintendent or his authorized representative prior to commencement of construction.

4. The "General Provisions -- License Agreements" (FST070271) attached hereto is hereby made a part of this license agreement the same as if it had been expressly set forth herein.

(FST081071)

IN WITNESS WHEREOF, the parties hereto have caused this license agreement to be executed as of the day and year first hereinabove written.

UNITED STATES OF AMERICA

By James W. Kirby
Project Superintendent
Rio Grande Project
Bureau of Reclamation

ATTEST:

Marcy E. Babnik
City Clerk

CITY OF LAS CRUCES, NEW MEXICO

By Heaton
Mayor

GENERAL PROVISIONS -- LICENSE AGREEMENTS

1. RIGHTS RESERVED IN UNITED STATES. There is reserved to the United States and its assigns the prior right to use any of the lands herein described to construct, operate and maintain structures and facilities including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephone and telegraph lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

2. LICENSEE RESPONSIBLE FOR CHARGES. The Licensee further agrees that if the construction of any or all of such structures and facilities across, over or upon said lands should be made more expensive by reason of the existence of improvements or works of Licensee thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty (30) days after demand is made upon the Licensee for payment of any such sums, Licensee will make payment thereof to the United States or any of its assigns constructing such structures and facilities on said lands. As an alternate to payment, Licensee, at its sole cost and expense and within the time limits established by the United States, may remove or adapt facilities constructed and operated by it on said lands to accommodate the aforementioned structures and facilities of the United States. The Licensee shall bear the cost to the United States occasioned by the failure of Licensee to remove or adapt its facilities within the time limits specified.

3. AGENTS RESERVED TO UNITED STATES. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passover, and egress from all of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.

4. LICENSE SUBJECT TO EXISTING RIGHTS. This license is subject to existing rights-of-way for highways, roads, canals, laterals, drains, ditches, pipelines, electrical transmission lines, telegraph and telephone lines, over any part of the described lands.

5. UNITED STATES HELD HARMLESS. a. The United States does not assume any liability and Licensee agrees to indemnify and hold the United States harmless for injury or damage to any persons or property that may arise during and in consequence of the use, occupancy, and enjoyment by Licensee of the license granted herein; or the design of, construction of, erection of, presence of, maintenance of, or failure to properly and safely construct, operate and maintain, use and occupy any and all of the structures and facilities aforesaid or any part thereof.

b. The Licensee further agrees that the United States, its officers, agents, and employees and its assigns, shall not be held liable for any damage to Licensee's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this license.

6. RELEASE FROM LIABILITY. The Licensee hereby releases the United States from liability for any and all loss or damage of every description or kind whatsoever, which may result to the Licensee from the construction, operation, and maintenance of Project works upon said land, provided that nothing in this agreement shall be construed as releasing the United States of its responsibility for its own negligence.

7. LICENSEE TO DEFEND TITLE. The Licensee shall defend the United States from any action which alleges that Licensee's use of Project right-of-way or facilities under this agreement is unlawful in any manner and further agrees to indemnify and hold the United States harmless from the decision in any such type of litigation.

8. INTERFERENCE PROHIBITED. The Licensee shall use, occupy, and maintain said facilities with all reasonable diligence and precaution to avoid damage to or obstruction of the irrigation and drainage facilities or other structures of the United States, or any interference in any way with the operation and maintenance of the same.

9. TERM OF LICENSE - TERMINATION. No use of the licensed lands for any purpose for which this license is issued continuing at any time for a period of one (1) year, shall, at the option of the United States, work a termination of this agreement and of all rights of the Licensee hereunder, and termination shall in any event expire by limitation at the end of fifty (50) years from the date hereof. All rights granted to the Licensee under this agreement shall be subject to termination upon failure of Licensee to comply with the terms hereof.

10. REMOVAL OF FACILITIES. Unless otherwise approved by the United States, any facilities licensed under this agreement shall be removed by Licensee from the right-of-way of the United States within thirty (30) days after termination of this license at the sole expense of Licensee.

11. WARRANTY. The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

12. ASSIGNMENT. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

13. EQUAL OPPORTUNITY. During the performance of this contract, Licensee, hereinafter in this article termed "Contractor" agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

14. COVENANT AGAINST CONTINGENT FEES. The Licensee warrants that no person or agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Licensee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to require Licensee to pay, in addition to the contract consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

15. OFFICIALS NOT TO BENEFIT. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

16. Water Pollution Control. The licensee shall comply fully with all applicable State and Federal laws, orders, and regulations as administered by appropriate authorities concerning the pollution of streams, reservoirs, groundwater, or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants.

EXHIBIT A

AREA LOCATION

PROPOSED WATER-SEWER AND
GAS UTILITY CROSSINGS

CROSSING NUMBER I - PARK DRAIN

CROSSING NUMBER II - LAS CRUCES LAT

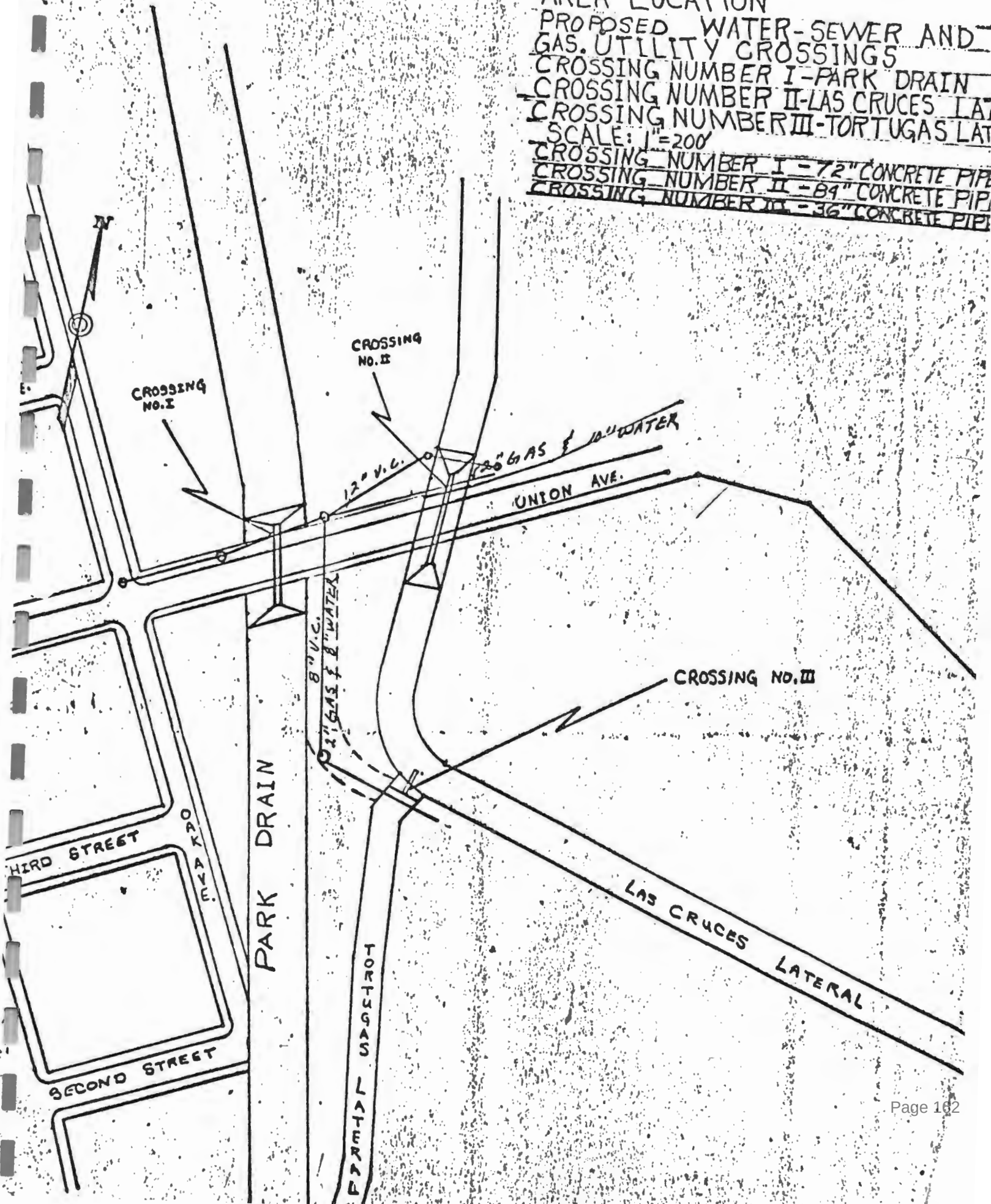
CROSSING NUMBER III - TORTUGAS LAT

SCALE: 1"=200'

CROSSING NUMBER I - 72" CONCRETE PIPE

CROSSING NUMBER II - 84" CONCRETE PIPE

CROSSING NUMBER III - 36" CONCRETE PIPE



PROPOSED FACILITY

EXHIBIT A

PROJECT: CITY WATER - SEWER & GAS EXTENSIONS

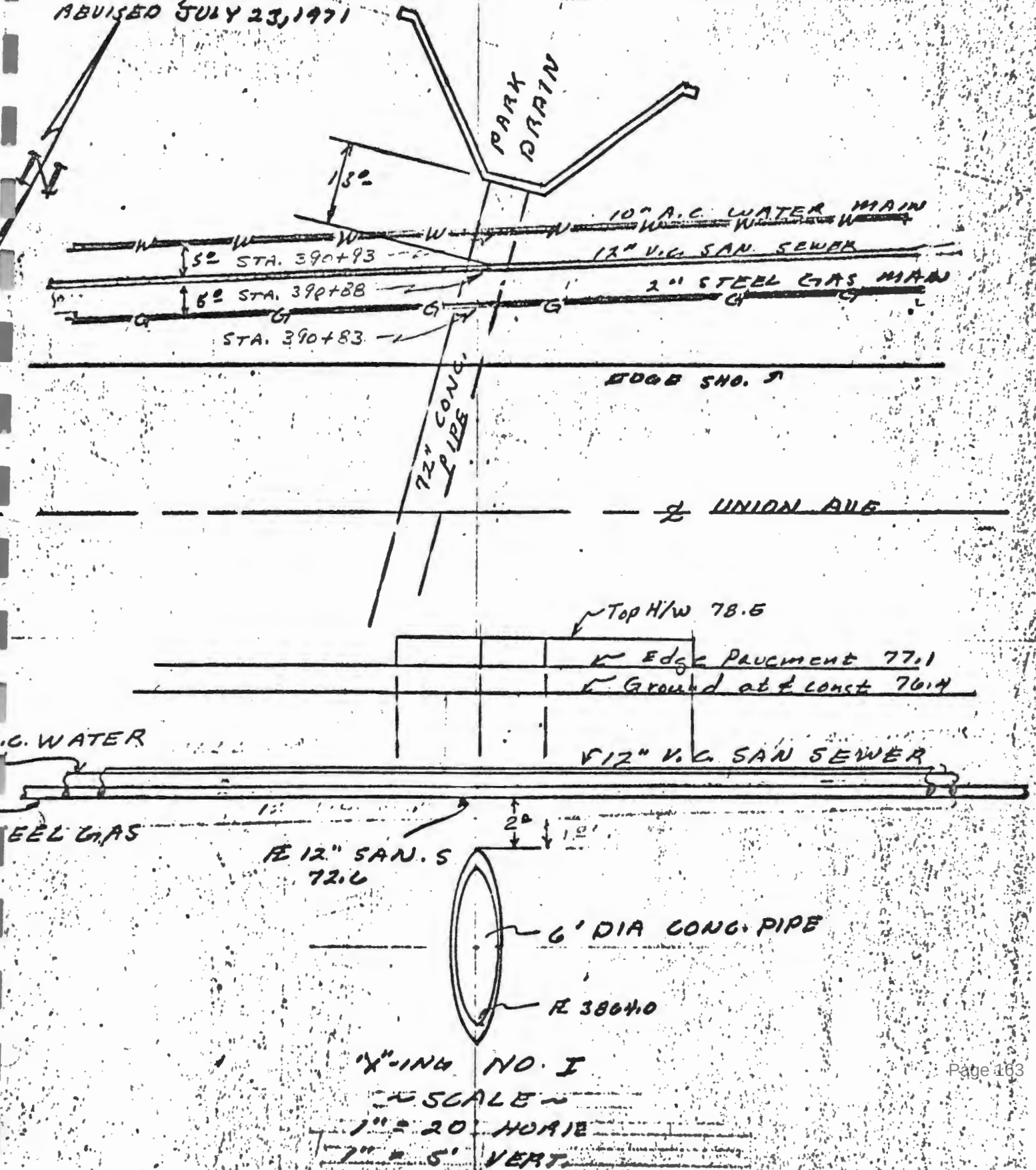
STRUCTURE: 12" V.C. SAN. SEWER - 10" A.C. WATER MAIN - 2" STEEL GAS

CITY OF DONALDSON

DESIGNATION BY: CITY OF LAS CRUCES

JULY 7, 1971

REVISOR: JULY 23, 1971

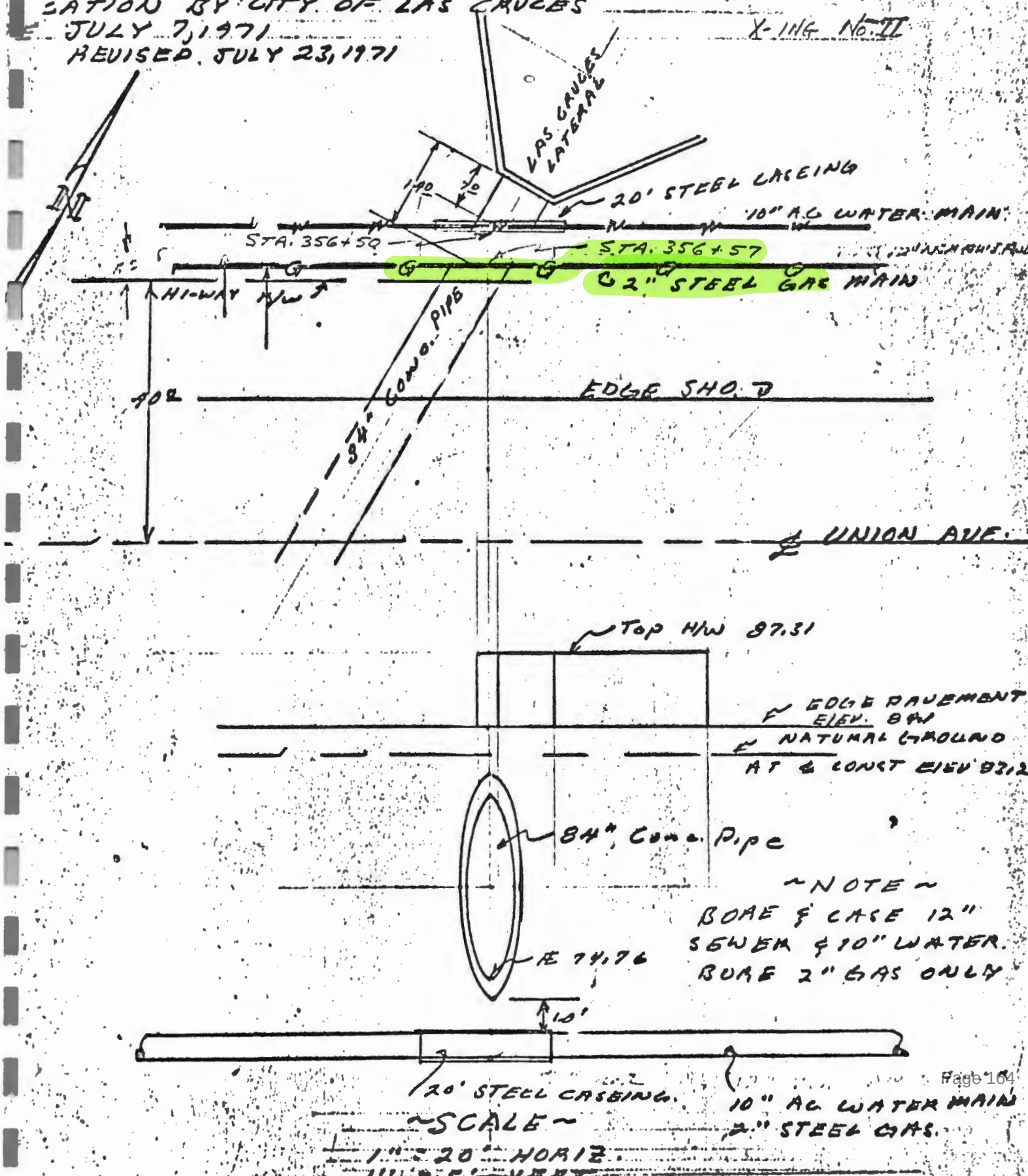


PROPOSED FACILITY

EXHIBIT A

PROJECT: CITY WATER & GAS EXTENSIONS
 STRUCTURE: 2" STEEL GAS - 10" AC. WATER - 2" STEEL GAS
 CITY OF: DONA ANA
 LOCATION BY CITY OF LAS CRUCES
 DATE: JULY 7, 1971
 REVISED: JULY 23, 1971

X-ING No. II



PROPOSED FACILITY

EXHIBIT A

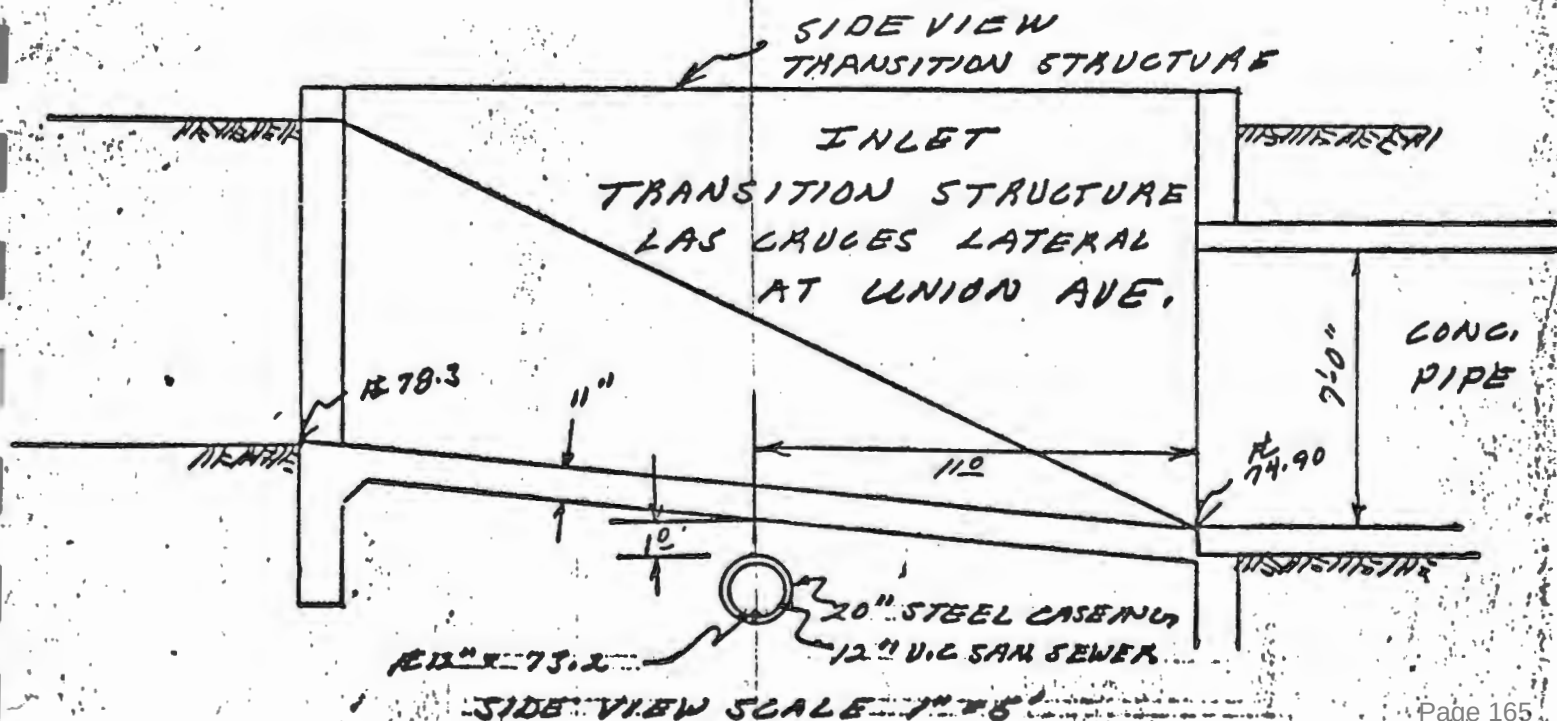
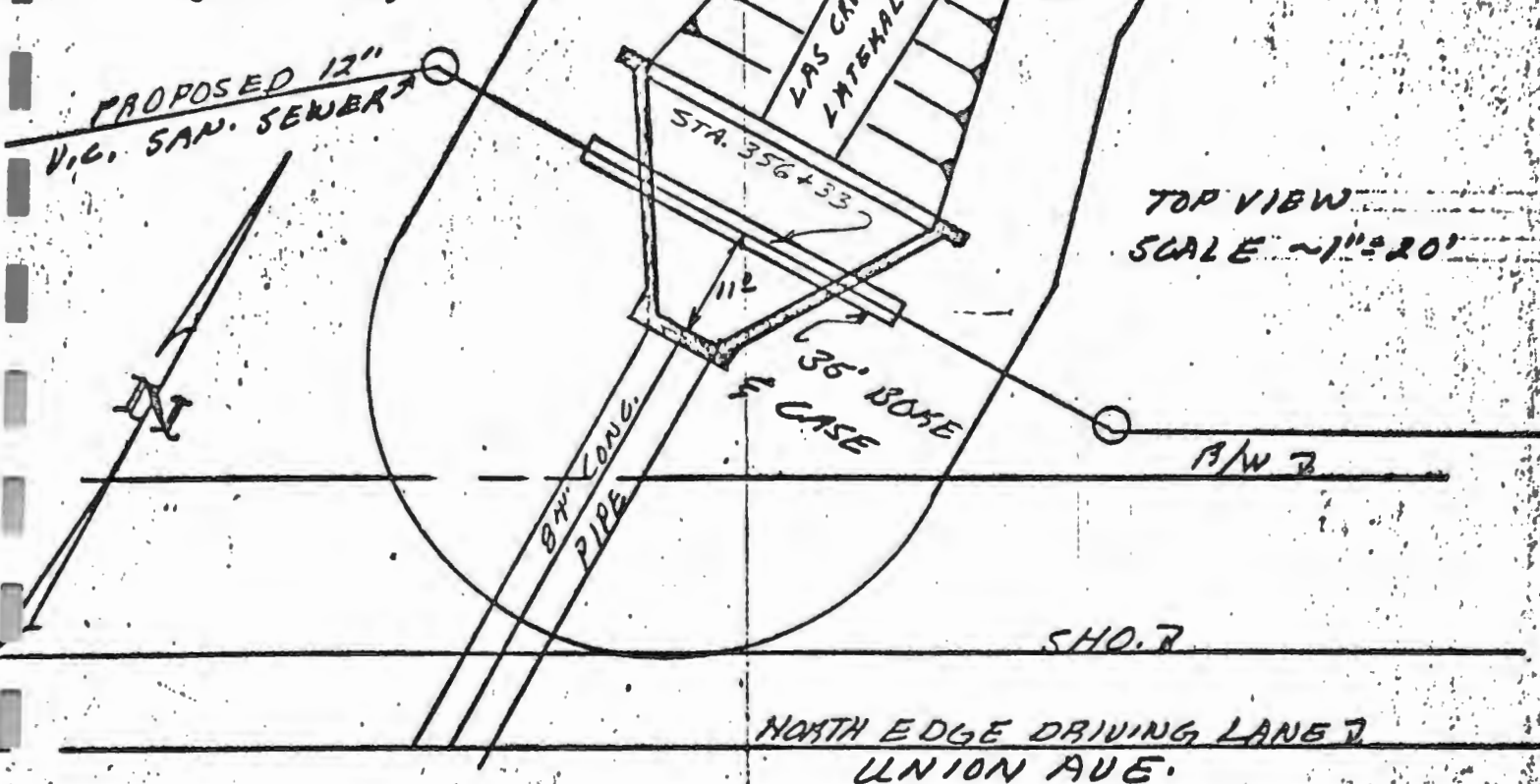
PROJECT: CITY - SAN SEWER EXTENSIONS

PIPE STRUCTURE: 12" V.C. SAN. SEWER

COUNTY OF DONA ANA

LOCATION BY CITY OF LAS CRUCES

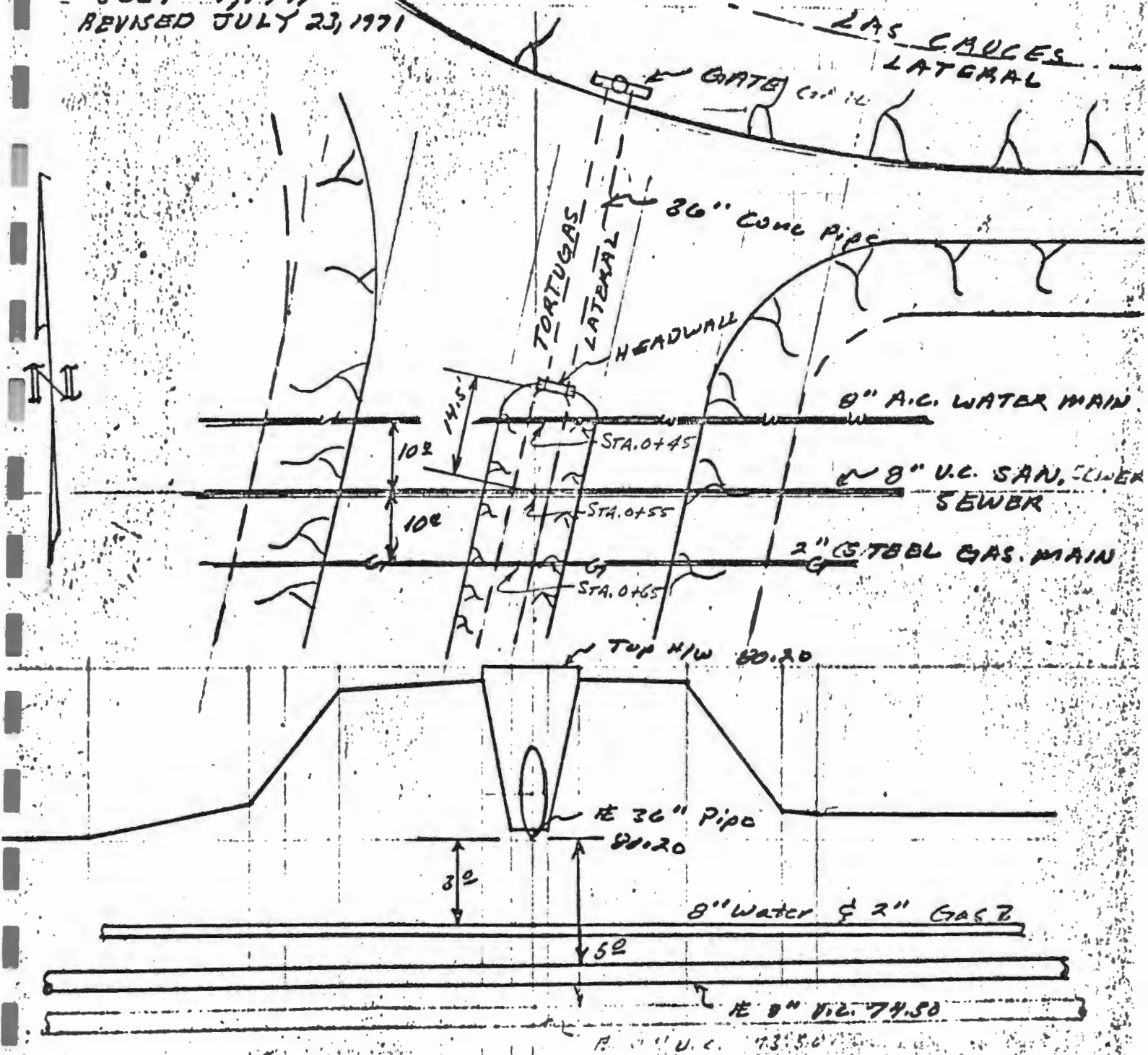
DATE: JULY 23, 1951



PROPOSED FACILITY

EXHIBIT A

PROJECT: CITY WATER - SEWER & GAS EXTENSIONS
 STRUCTURE: 8" U.C. SAN SEWER - 8" A.C. WATER & 2" STEEL GAS
 CITY OF DONA ANA
 APPLICATION BY CITY OF LAS CRUCES
 JULY 7, 1971
 REVISED JULY 23, 1971

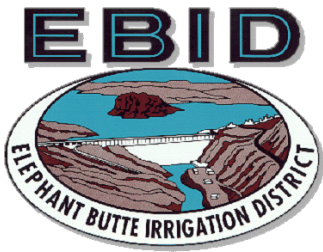


2" - ING NO. III

~SCALE~

1" = 20' HORIZ.

1" = 6' VERT.



Elephant Butte Irrigation District

606 Melendres Street

Las Cruces, NM 88001

RIGHT OF USE LICENSE

Special Use ☒ Limited Use ☐

Engineering Number: 000
License Number: 0-0
Exhibits Attached: "A" AND "B"
(Place License Number on all exhibits)

Term:
From: AUGUST 2, 2006
To: AUGUST 2, 2006
Month Day Year

Licensee (Name and address)
CITY OF LAS CRUCES /UTILITIES DEPT.
601 N. MOTEL BLVD
LAS CRUCES, NM 88001 9

Purpose (Specify use requested: what, quantities, dimensions, etc.)
TO OPERATE AND MAINTAIN AN EXISTING BURIED SEWER PIPELINE CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 6+3 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

Description of Premises Fee x Easement ☐ (Specify legal description of land and major features such as reservoir, canal, etc.)
LOCATED IN THE SW 1/4 OF NE 1/4 OF THE SW 1/4 OF SECTION 2 TOWNSHIP 2 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.)

- x LICENSE RENEWAL: X REFERENCE 1-0-0-0
- x NO CONSTRUCTION ALLOWED DURING IRRIGATION SEASON

The Licensee has read and received 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, office manager 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.

ASSIGNMANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE
TITLE TREASURER-MANAGER
ATTEST
DATE

SIGNATURE
TITLE
ATTEST
DATE

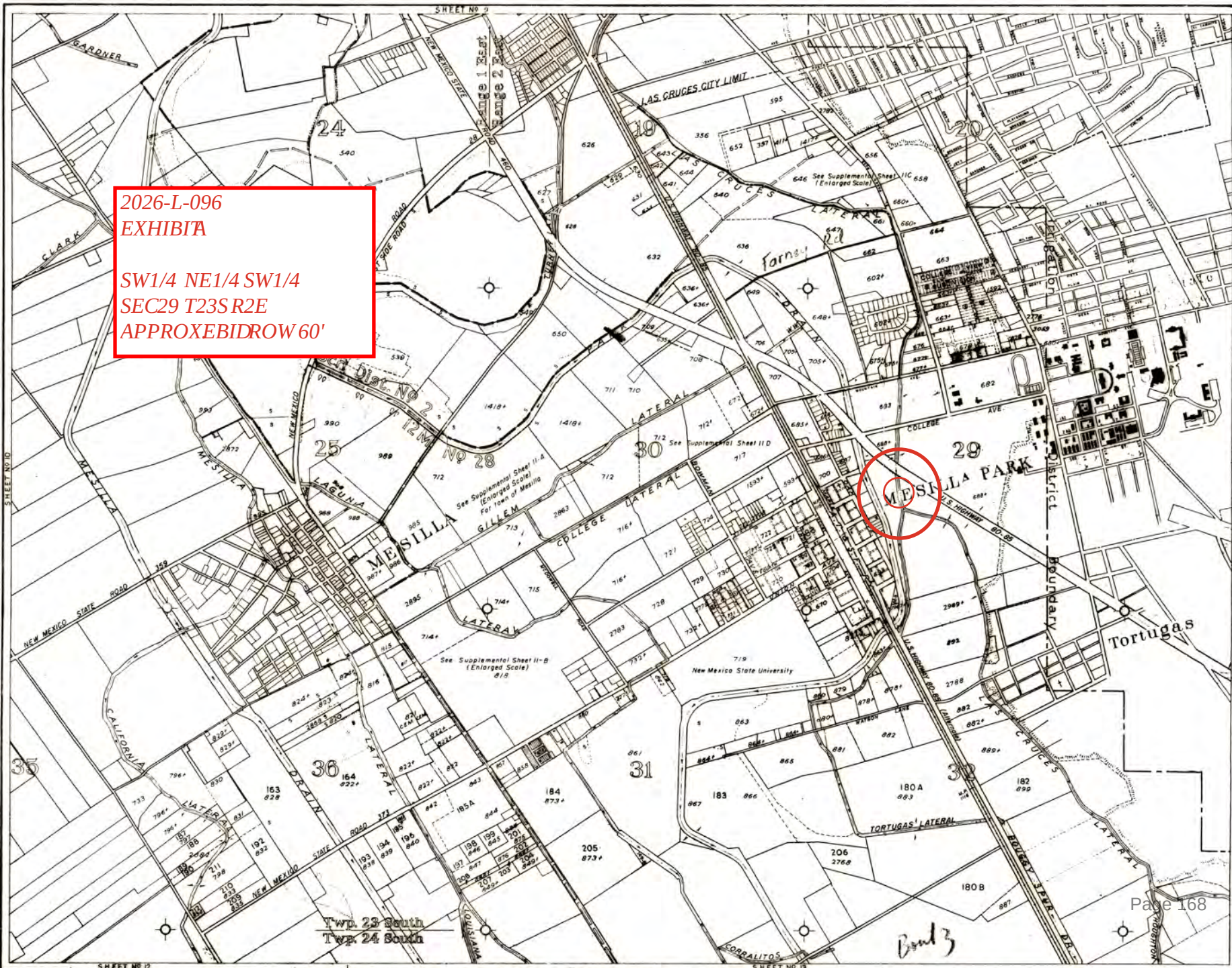
* LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH EBID AND THE LICENSEE *

DATE: AUGUST 2, 2006
Approved by EBID Board of Directors

SIGNATURE DATE:
Approved by EBID Engineer

2026-L-096
EXHIBIT A

SW1/4 NE1/4 SW1/4
SEC29 T23S R2E
APPROX E 60'



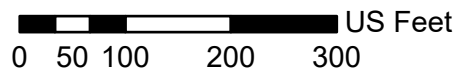
Page 168

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



2026-L-096
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING BURIED SEWER PIPELINE CROSSING
THE LAS CRUCES LATERAL AT APPROXIMATE STATION 356+33
EBID APPROX. ROW 60'



(FST081071)

Contract No. 14-06-503-1952

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRANDE PROJECT, NEW MEXICO-TEXAS

LICENSE AGREEMENT WITH THE CITY OF LAS CRUCES, NEW MEXICO,
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SEWER LINE, AND GAS LINE CROSSINGS OF THE PARK DRAIN, LAS
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of the Bureau of Reclamation, and the CITY OF LAS CRUCES, NEW MEXICO,
a municipal corporation duly organized and existing under and by
virtue of the laws of the State of New Mexico, hereinafter styled
"Licensee".

WITNESSETH THAT:

WHEREAS, Licensee at its sole expense desires to construct,
operate and maintain domestic water supply line, sanitary sewer line
and gas pipeline crossings of the Park Drain, Las Cruces Lateral and
Tortugas Lateral; and

WHEREAS, the granting and exercise of the license on
right-of-way of the United States in the manner and under the con-
ditions set forth will not be incompatible with the requirements of
the United States for the operation and maintenance of the irrigation
facilities of the Federal Rio Grande Reclamation Project.

NOW, THEREFORE, the parties hereto agree as follows:

(FST081071)

1. For and upon payment of the consideration hereinafter stated, the United States, to the extent of its interest therein, hereby grants to Licensee permission for a period of fifty (50) years from the date hereof to construct, operate and maintain a 10-inch domestic water line crossing of Park Drain at Station 390+93, a 12-inch sanitary sewer line crossing of Park Drain at Station 390+88, and a 2-inch gas line crossing of Park Drain at Station 390+83; a 10-inch domestic water line crossing of Las Cruces Lateral at Station 356+50, a 12-inch sanitary sewer line crossing of Las Cruces Lateral at Station 356+33, and a 2-inch gas line crossing of Las Cruces Lateral at Station 356+57; and an 8-inch domestic water line crossing of Tortugas Lateral at Station 0+45, an 8-inch sanitary sewer line crossing of Tortugas Lateral at Station 0+55, and a 2-inch gas line crossing of Tortugas Lateral at Station 0+65, all as more specifically located and shown on Exhibit A, Sheets 1 through 5, thereof, attached hereto and by this reference made a part hereof.

2. Licensee agrees to bear the cost to the United States of issuing and administering this license agreement, including the cost of inspection of construction. To this end Licensee will, upon execution of this agreement by the parties, pay to the United States the sum of Two Hundred and Ten Dollars (\$210.00) of which \$50.00 is for issuing and administering this license and \$160.00 is the estimated cost of inspection of construction work. In the event the actual cost to the United States of inspection of construction work exceeds \$160.00, Licensee agrees to pay the excess cost. In the event the actual cost to the United States of inspection and construction is less than \$160.00, the United States will reimburse Licensee the excess of the advancement over actual cost of construction inspection.

3. Construction shall be accomplished at such time or times as will not interfere with the use of the Rio Grande Project facilities as determined by the Project Superintendent or his authorized representative prior to commencement of construction.

4. The "General Provisions -- License Agreements" (FST070271) attached hereto is hereby made a part of this license agreement the same as if it had been expressly set forth herein.

(FST081071)

IN WITNESS WHEREOF, the parties hereto have caused this license agreement to be executed as of the day and year first hereinabove written.

UNITED STATES OF AMERICA

By James W. Kirby
Project Superintendent
Rio Grande Project
Bureau of Reclamation

ATTEST:

Marcy E. Babnik
City Clerk

CITY OF LAS CRUCES, NEW MEXICO

By Heaton
Mayor

GENERAL PROVISIONS -- LICENSE AGREEMENTS

1. RIGHTS RESERVED IN UNITED STATES. There is reserved to the United States and its assigns the prior right to use any of the lands herein described to construct, operate and maintain structures and facilities including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephone and telegraph lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

2. LICENSEE RESPONSIBLE FOR CHARGES. The Licensee further agrees that if the construction of any or all of such structures and facilities across, over or upon said lands should be made more expensive by reason of the existence of improvements or works of Licensee thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty (30) days after demand is made upon the Licensee for payment of any such sums, Licensee will make payment thereof to the United States or any of its assigns constructing such structures and facilities on said lands. As an alternate to payment, Licensee, at its sole cost and expense and within the time limits established by the United States, may remove or adapt facilities constructed and operated by it on said lands to accommodate the aforementioned structures and facilities of the United States. The Licensee shall bear the cost to the United States occasioned by the failure of Licensee to remove or adapt its facilities within the time limits specified.

3. AGENTS RESERVED TO UNITED STATES. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passover, and egress from all of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.

4. LICENSE SUBJECT TO EXISTING RIGHTS. This license is subject to existing rights-of-way for highways, roads, canals, laterals, drains, ditches, pipelines, electrical transmission lines, telegraph and telephone lines, over any part of the described lands.

5. UNITED STATES HELD HARMLESS. a. The United States does not assume any liability and Licensee agrees to indemnify and hold the United States harmless for injury or damage to any persons or property that may arise during and in consequence of the use, occupancy, and enjoyment by Licensee of the license granted herein; or the design of, construction of, erection of, presence of, maintenance of, or failure to properly and safely construct, operate and maintain, use and occupy any and all of the structures and facilities aforesaid or any part thereof.

b. The Licensee further agrees that the United States, its officers, agents, and employees and its assigns, shall not be held liable for any damage to Licensee's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this license.

6. RELEASE FROM LIABILITY. The Licensee hereby releases the United States from liability for any and all loss or damage of every description or kind whatsoever, which may result to the Licensee from the construction, operation, and maintenance of Project works upon said land, provided that nothing in this agreement shall be construed as releasing the United States of its responsibility for its own negligence.

7. LICENSEE TO DEFEND TITLE. The Licensee shall defend the United States from any action which alleges that Licensee's use of Project right-of-way or facilities under this agreement is unlawful in any manner and further agrees to indemnify and hold the United States harmless from the decision in any such type of litigation.

8. INTERFERENCE PROHIBITED. The Licensee shall use, occupy, and maintain said facilities with all reasonable diligence and precaution to avoid damage to or obstruction of the irrigation and drainage facilities or other structures of the United States, or any interference in any way with the operation and maintenance of the same.

9. TERM OF LICENSE - TERMINATION. No use of the licensed lands for any purpose for which this license is issued continuing at any time for a period of one (1) year, shall, at the option of the United States, work a termination of this agreement and of all rights of the Licensee hereunder, and no term hereof shall in any event expire by limitation at the end of fifty (50) years from the date hereof. All rights granted to the Licensee under this agreement shall be subject to termination upon failure of Licensee to comply with the terms hereof.

10. REMOVAL OF FACILITIES. Unless otherwise approved by the United States, any facilities licensed under this agreement shall be removed by Licensee from the right-of-way of the United States within thirty (30) days after termination of this license at the sole expense of Licensee.

11. WARRANTY. The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

12. ASSIGNMENT. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

13. EQUAL OPPORTUNITY. During the performance of this contract, Licensee, hereinafter in this article termed "Contractor" agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

14. COVENANT AGAINST CONTINGENT FEES. The Licensee warrants that no person or agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Licensee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to require Licensee to pay, in addition to the contract consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

15. OFFICIALS NOT TO BENEFIT. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

16. Water Pollution Control. The licensee shall comply fully with all applicable State and Federal laws, orders, and regulations as administered by appropriate authorities concerning the pollution of streams, reservoirs, groundwater, or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants.

EXHIBIT A

AREA LOCATION

PROPOSED WATER-SEWER AND
GAS UTILITY CROSSINGS

CROSSING NUMBER I - PARK DRAIN

CROSSING NUMBER II - LAS CRUCES LAT

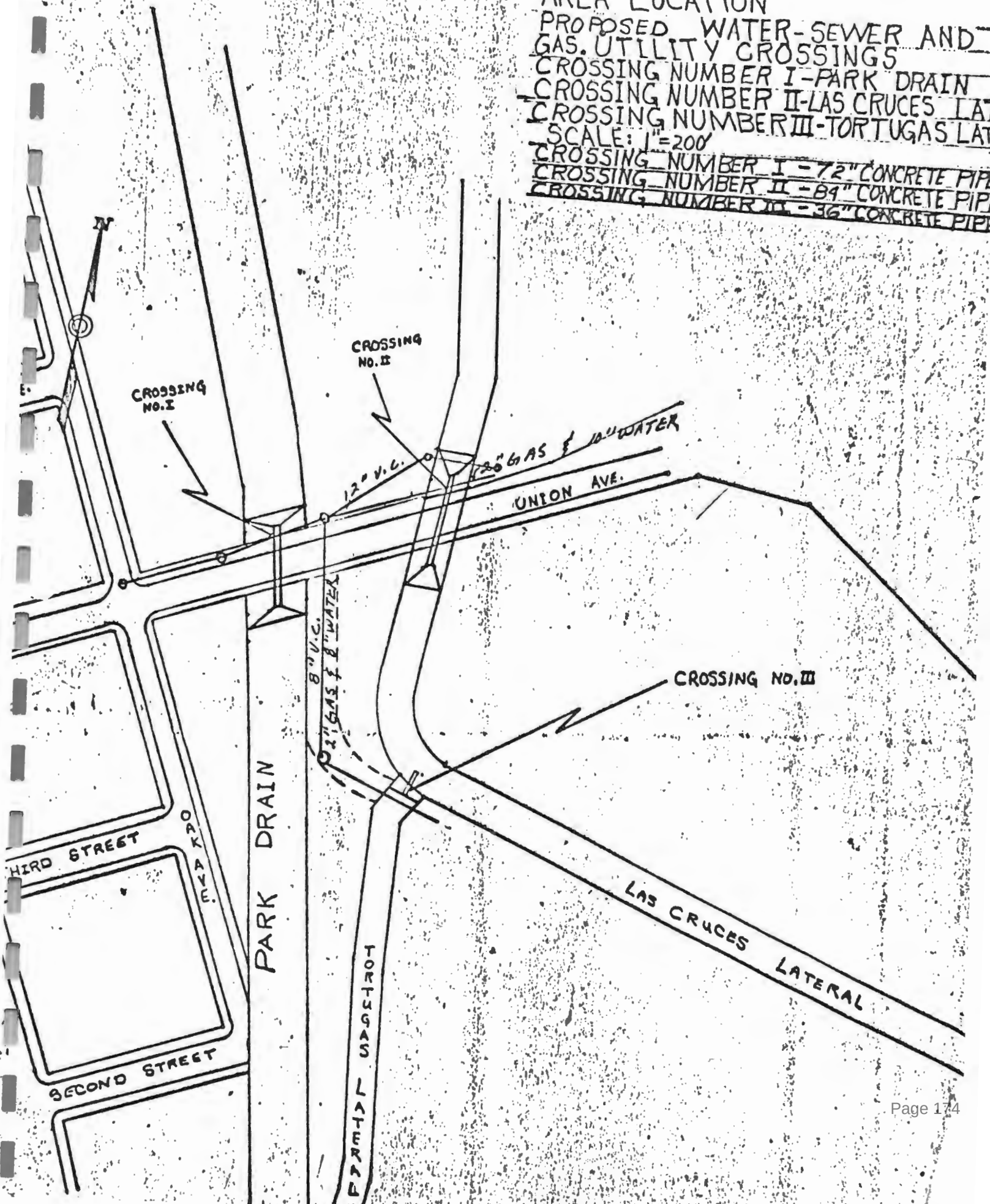
CROSSING NUMBER III - TORTUGAS LAT

SCALE: 1"=200'

CROSSING NUMBER I - 72" CONCRETE PIPE

CROSSING NUMBER II - 84" CONCRETE PIPE

CROSSING NUMBER III - 36" CONCRETE PIPE



PROPOSED FACILITY

EXHIBIT A

PROJECT: CITY WATER - SEWER & GAS EXTENSIONS

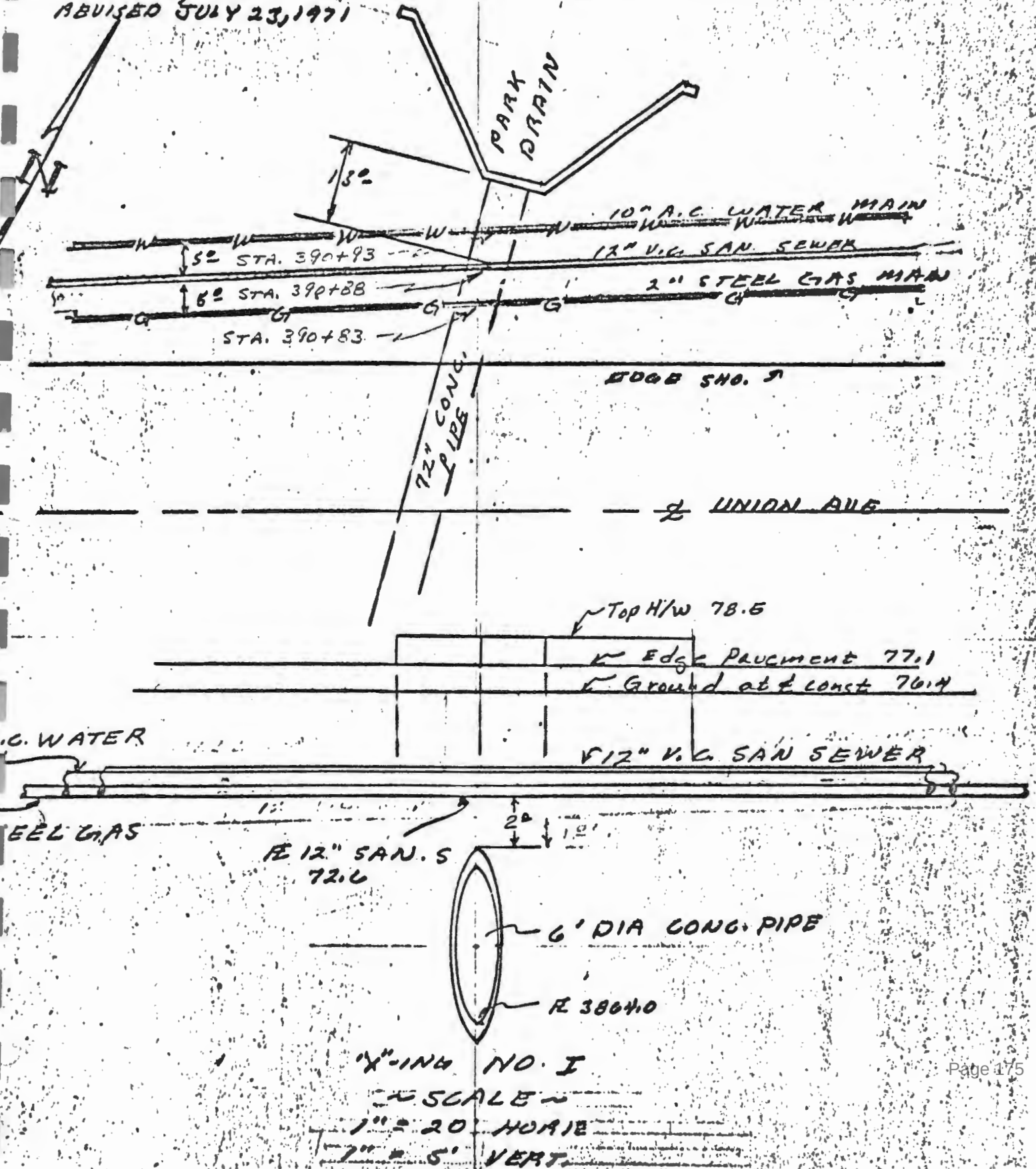
STRUCTURE: 12" V.C. SAN. SEWER - 10" A.C. WATER MAIN - 2" STEEL GAS

CITY OF DONALDSON

DESIGNATION BY: CITY OF LAS CRUCES

JULY 7, 1971

REVISOR: JULY 23, 1971

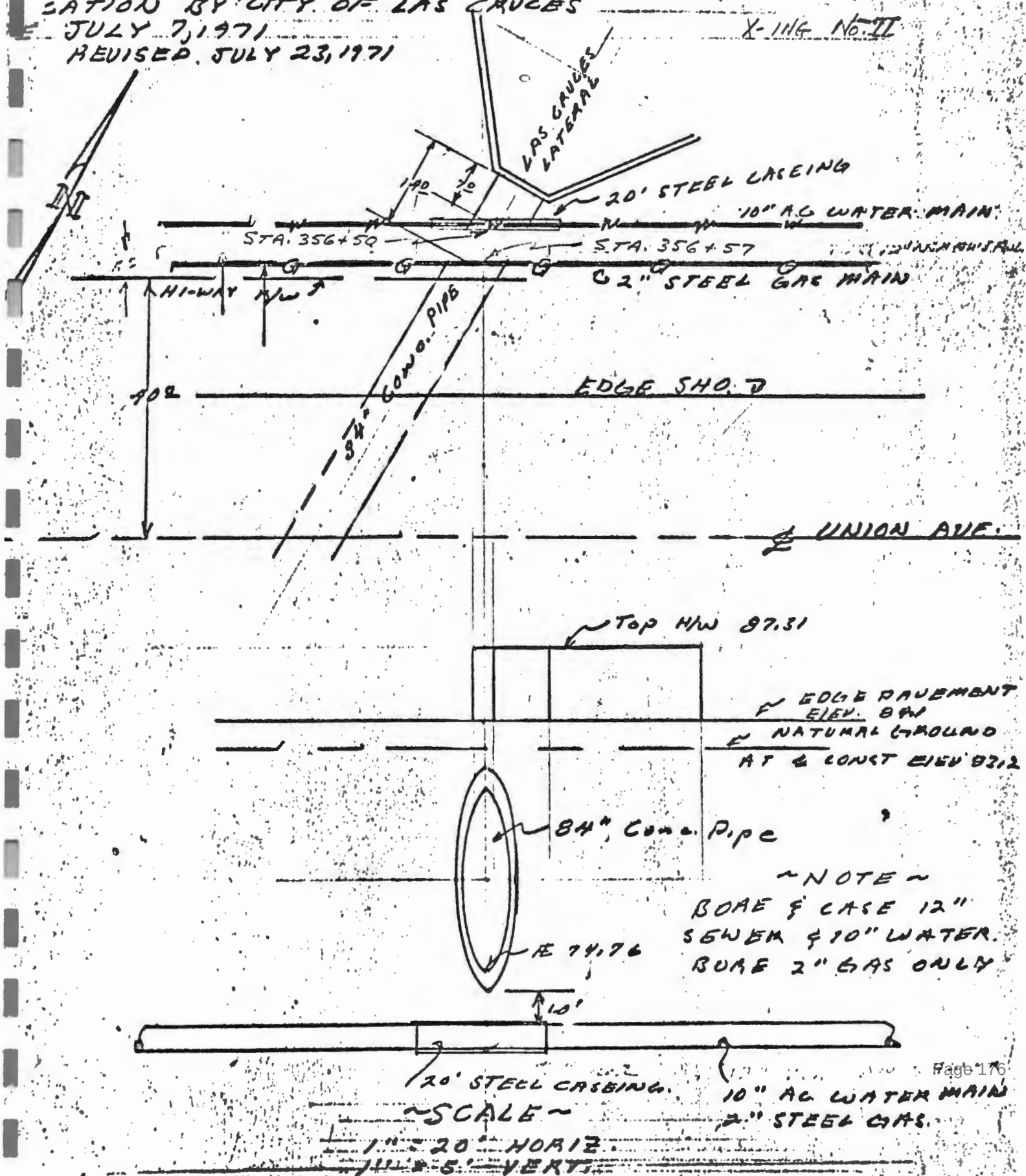


PROPOSED FACILITY

EXHIBIT A

PROJECT: CITY WATER & GAS EXTENSIONS
 STRUCTURE: 2" STEEL GAS - 10" AC. WATER - 2" STEEL GAS
 CITY OF: DONA ANA
 LOCATION BY CITY OF LAS CRUCES
 DATE: JULY 7, 1971
 REVISED: JULY 23, 1971

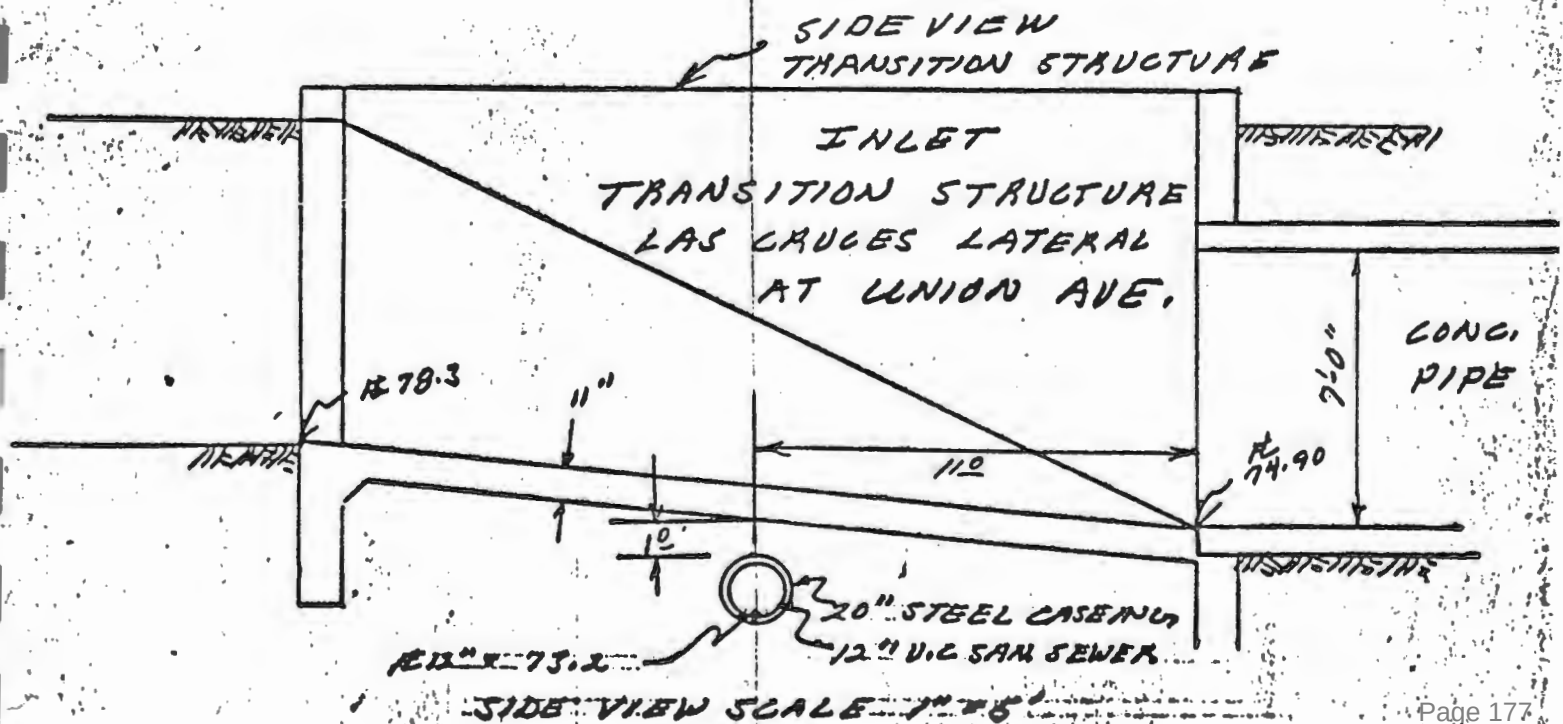
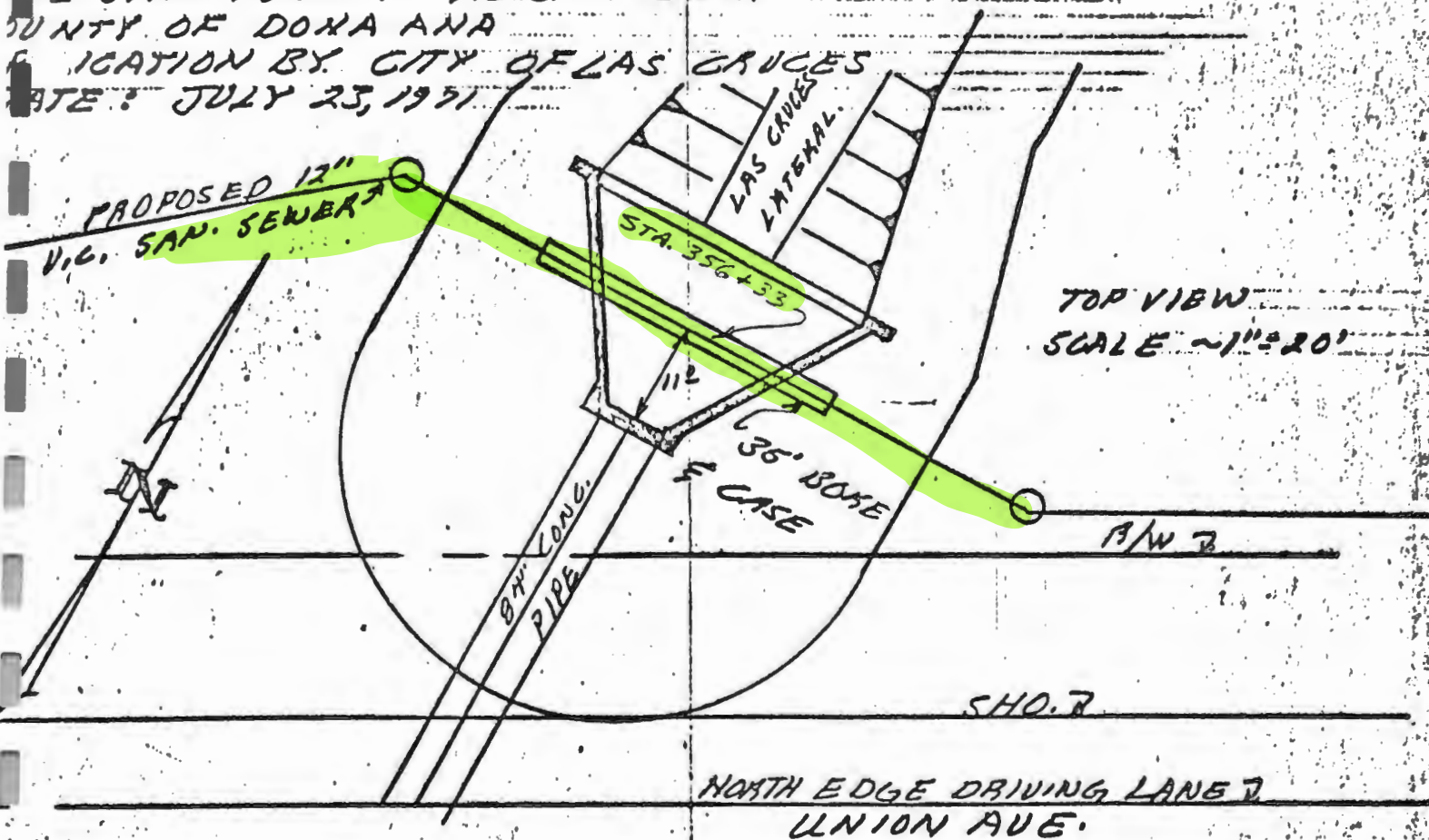
X-ING No. II



PROPOSED FACILITY

EXHIBIT A

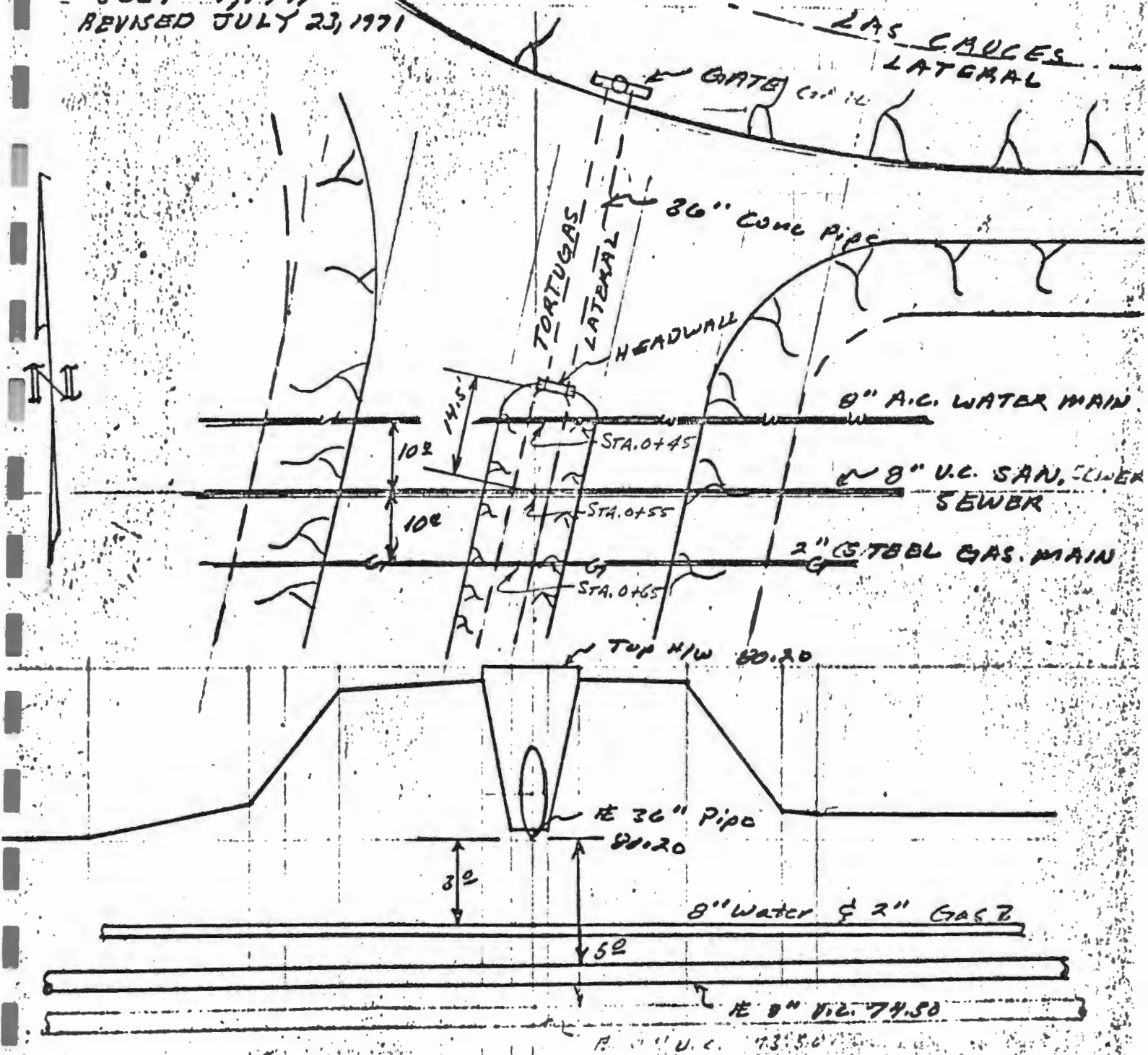
PROJECT: CITY - SAN SEWER EXTENSIONS
PIPE STRUCTURE: 12" V.C. SAN. SEWER
COUNTY OF DONA ANA
APPROVED BY CITY OF LAS CRUCES
DATE: JULY 23, 1951



PROPOSED FACILITY

EXHIBIT A

PROJECT: CITY WATER - SEWER & GAS EXTENSIONS
 THE STRUCTURE: 8" U.C. SAN SEWER - 8" A.C. WATER & 2" STEEL GAS
 CITY OF DONA ANA
 APPLICATION BY CITY OF LAS CRUCES
 JULY 7, 1971
 REVISED JULY 23, 1971

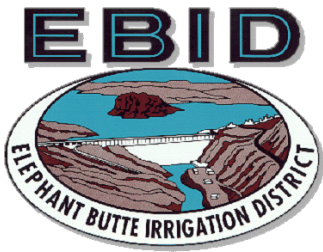


"X" - ING NO. III

~SCALE~

1" = 20' HORIZ.

1" = 6' VERT.



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: 2026-131

License Number: 2026-L-097

Exhibits Attached: "A" AND "B"

(Place License Number on all exhibits)

Term:

From: AUGUST 12, 2026

To: AUGUST 12, 2036

Month Day Year

Licensee (Name and address)

CITY OF LAS CRUCES / UTILITIES DEPT.

680 N. MOTEL BLVD

LAS CRUCES, NM 88009

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

TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE CROSSING THE TORTUGAS LATERAL AT APPROXIMATE STATION 0+45 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

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

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

- LICENSE RENEWAL: X-REFERENCE 14-06-503-1952
- 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: AUGUST 12, 2026

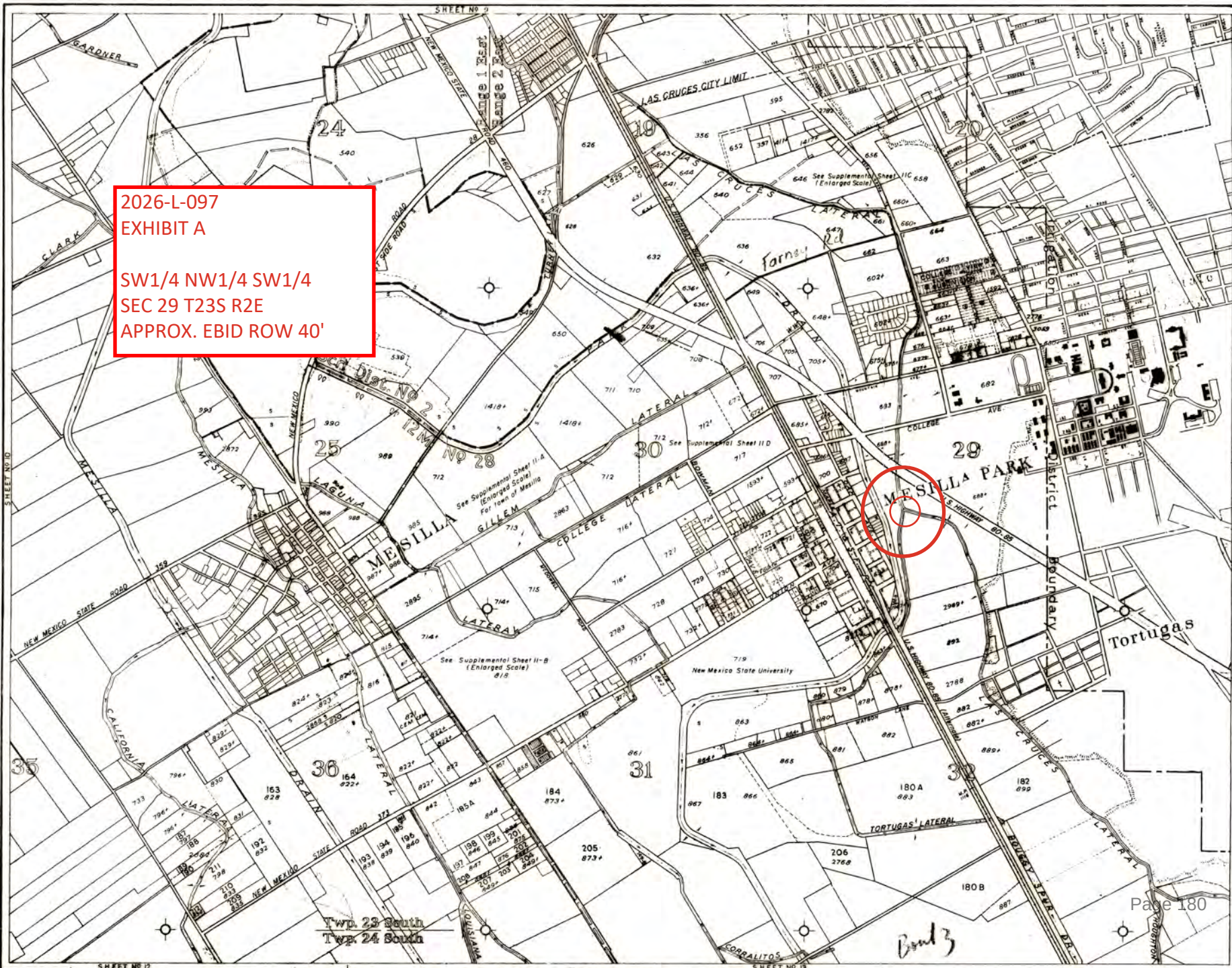
Approved by EBID Board of Directors

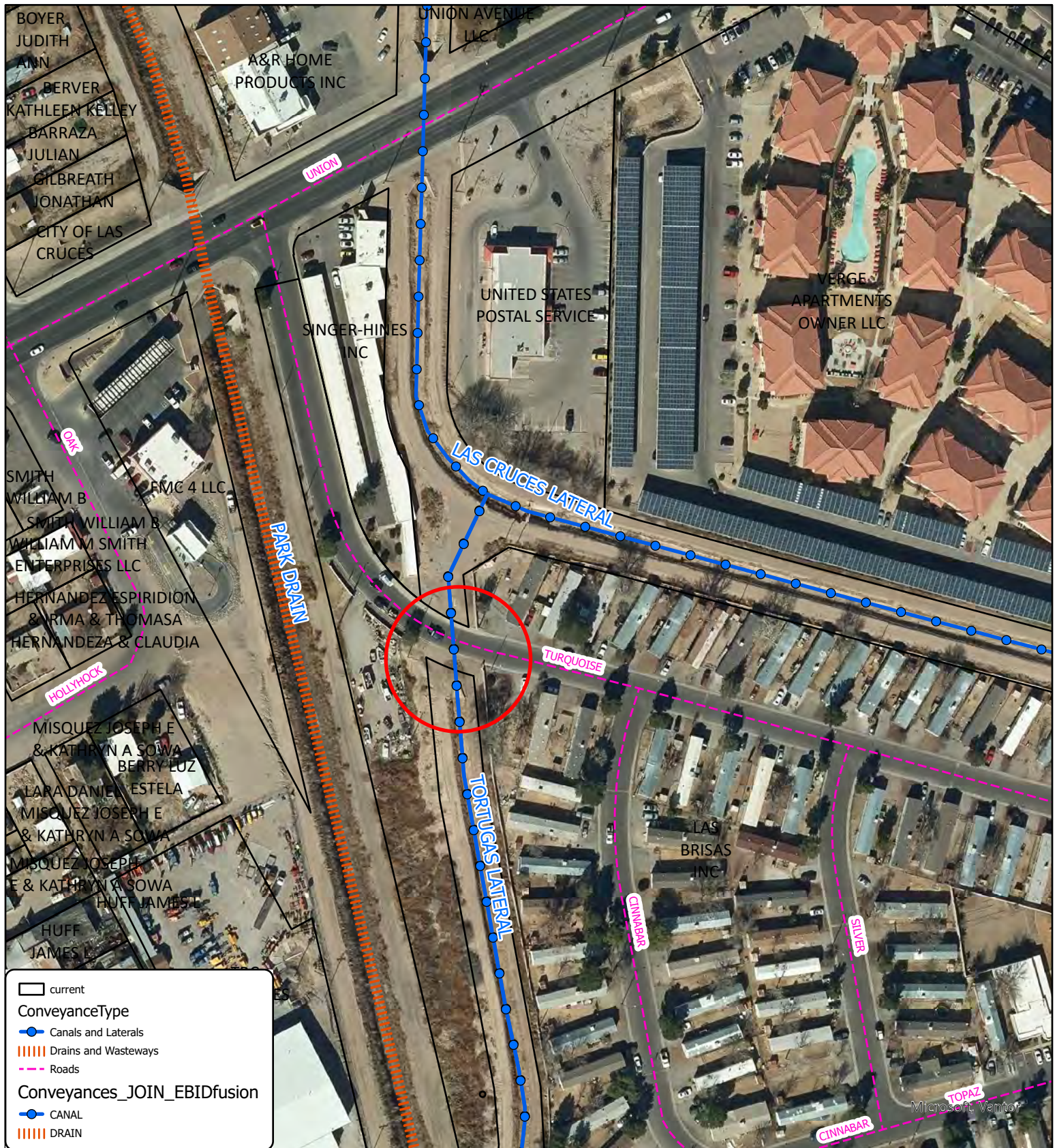
SIGNATURE/DATE:

Approved by EBID Engineer

2026-L-097
EXHIBIT A

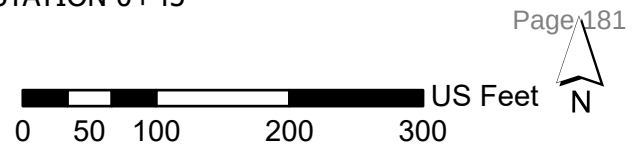
SW1/4 NW1/4 SW1/4
SEC 29 T23S R2E
APPROX. EBID ROW 40'





2026-L-097
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE CROSSING THE
TORTUGAS LATERAL AT APPROXIMATE STATION 0+45
EBID APPROX. ROW 40'



(FST081071)

Contract No. 14-06-503-1952

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRANDE PROJECT, NEW MEXICO-TEXAS

LICENSE AGREEMENT WITH THE CITY OF LAS CRUCES, NEW MEXICO,
FOR CONSTRUCTION AND MAINTENANCE OF WATER LINE, SANITARY
SEWER LINE, AND GAS LINE CROSSINGS OF THE PARK DRAIN, LAS
CRUCES LATERAL AND TORTUGAS LATERAL

THIS AGREEMENT, made this 23rd day of September, 1971,
in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388),
and acts amendatory thereof and supplementary thereto, particularly
the Reclamation Project Act of 1939 (53 Stat. 1187), between the
UNITED STATES OF AMERICA, hereinafter referred to as "United States",
represented by the officer executing this agreement, hereinafter
termed "Contracting Officer", it being understood that the obliga-
tions of the United States hereunder relate only to the activities
of the Bureau of Reclamation, and the CITY OF LAS CRUCES, NEW MEXICO,
a municipal corporation duly organized and existing under and by
virtue of the laws of the State of New Mexico, hereinafter styled
"Licensee".

WITNESSETH THAT:

WHEREAS, Licensee at its sole expense desires to construct,
operate and maintain domestic water supply line, sanitary sewer line
and gas pipeline crossings of the Park Drain, Las Cruces Lateral and
Tortugas Lateral; and

WHEREAS, the granting and exercise of the license on
right-of-way of the United States in the manner and under the con-
ditions set forth will not be incompatible with the requirements of
the United States for the operation and maintenance of the irrigation
facilities of the Federal Rio Grande Reclamation Project.

NOW, THEREFORE, the parties hereto agree as follows:

(FST081071)

1. For and upon payment of the consideration hereinafter stated, the United States, to the extent of its interest therein, hereby grants to Licensee permission for a period of fifty (50) years from the date hereof to construct, operate and maintain a 10-inch domestic water line crossing of Park Drain at Station 390+93, a 12-inch sanitary sewer line crossing of Park Drain at Station 390+88, and a 2-inch gas line crossing of Park Drain at Station 390+83; a 10-inch domestic water line crossing of Las Cruces Lateral at Station 356+50, a 12-inch sanitary sewer line crossing of Las Cruces Lateral at Station 356+33, and a 2-inch gas line crossing of Las Cruces Lateral at Station 356+57; and an 8-inch domestic water line crossing of Tortugas Lateral at Station 0+45, an 8-inch sanitary sewer line crossing of Tortugas Lateral at Station 0+55, and a 2-inch gas line crossing of Tortugas Lateral at Station 0+65, all as more specifically located and shown on Exhibit A, Sheets 1 through 5, thereof, attached hereto and by this reference made a part hereof.

2. Licensee agrees to bear the cost to the United States of issuing and administering this license agreement, including the cost of inspection of construction. To this end Licensee will, upon execution of this agreement by the parties, pay to the United States the sum of Two Hundred and Ten Dollars (\$210.00) of which \$50.00 is for issuing and administering this license and \$160.00 is the estimated cost of inspection of construction work. In the event the actual cost to the United States of inspection of construction work exceeds \$160.00, Licensee agrees to pay the excess cost. In the event the actual cost to the United States of inspection and construction is less than \$160.00, the United States will reimburse Licensee the excess of the advancement over actual cost of construction inspection.

3. Construction shall be accomplished at such time or times as will not interfere with the use of the Rio Grande Project facilities as determined by the Project Superintendent or his authorized representative prior to commencement of construction.

4. The "General Provisions -- License Agreements" (FST070271) attached hereto is hereby made a part of this license agreement the same as if it had been expressly set forth herein.

(FST081071)

IN WITNESS WHEREOF, the parties hereto have caused this license agreement to be executed as of the day and year first hereinabove written.

UNITED STATES OF AMERICA

By James W. Kirby
Project Superintendent
Rio Grande Project
Bureau of Reclamation

ATTEST:

Marcy E. Babnik
City Clerk

CITY OF LAS CRUCES, NEW MEXICO

By [Signature]
Mayor

GENERAL PROVISIONS -- LICENSE AGREEMENTS

1. RIGHTS RESERVED IN UNITED STATES. There is reserved to the United States and its assigns the prior right to use any of the lands herein described to construct, operate and maintain structures and facilities including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephone and telegraph lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

2. LICENSEE RESPONSIBLE FOR CHARGES. The Licensee further agrees that if the construction of any or all of such structures and facilities across, over or upon said lands should be made more expensive by reason of the existence of improvements or works of Licensee thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty (30) days after demand is made upon the Licensee for payment of any such sums, Licensee will make payment thereof to the United States or any of its assigns constructing such structures and facilities on said lands. As an alternate to payment, Licensee, at its sole cost and expense and within the time limits established by the United States, may remove or adapt facilities constructed and operated by it on said lands to accommodate the aforementioned structures and facilities of the United States. The Licensee shall bear the cost to the United States occasioned by the failure of Licensee to remove or adapt its facilities within the time limits specified.

3. AGENTS RESERVED TO UNITED STATES. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passover, and egress from all of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.

4. LICENSE SUBJECT TO EXISTING RIGHTS. This license is subject to existing rights-of-way for highways, roads, canals, laterals, drains, ditches, pipelines, electrical transmission lines, telegraph and telephone lines, over any part of the described lands.

5. UNITED STATES HELD HARMLESS. a. The United States does not assume any liability and Licensee agrees to indemnify and hold the United States harmless for injury or damage to any persons or property that may arise during and in consequence of the use, occupancy, and enjoyment by Licensee of the license granted herein; or the design of, construction of, erection of, presence of, maintenance of, or failure to properly and safely construct, operate and maintain, use and occupy any and all of the structures and facilities aforesaid or any part thereof.

b. The Licensee further agrees that the United States, its officers, agents, and employees and its assigns, shall not be held liable for any damage to Licensee's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this license.

6. RELEASE FROM LIABILITY. The Licensee hereby releases the United States from liability for any and all loss or damage of every description or kind whatsoever, which may result to the Licensee from the construction, operation, and maintenance of Project works upon said land, provided that nothing in this agreement shall be construed as releasing the United States from its responsibility for its own negligence.

7. LICENSEE TO DEFEND TITLE. The Licensee shall defend the United States from any action which alleges that Licensee's use of Project right-of-way or facilities under this agreement is unlawful in any manner and further agrees to indemnify and hold the United States harmless from the decision in any such type of litigation.

8. INTERFERENCE PROHIBITED. The Licensee shall use, occupy, and maintain said facilities with all reasonable diligence and precaution to avoid damage to or obstruction of the irrigation and drainage facilities or other structures of the United States, or any interference in any way with the operation and maintenance of the same.

9. TERM OF LICENSE - TERMINATION. Nonuse of the licensed lands for any purpose for which this license is issued continuing at any time for a period of one (1) year, shall, at the option of the United States, work a termination of this agreement and of all rights of the Licensee hereunder, and no term hereof shall in any event expire by limitation at the end of fifty (50) years from the date hereof. All rights granted to the Licensee under this agreement shall be subject to termination upon failure of Licensee to comply with the terms hereof.

10. REMOVAL OF FACILITIES. Unless otherwise approved by the United States, any facilities licensed under this agreement shall be removed by Licensee from the right-of-way of the United States within thirty (30) days after termination of this license at the sole expense of Licensee.

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(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

14. COVENANT AGAINST CONTINGENT FEES. The Licensee warrants that no person or agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Licensee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to require Licensee to pay, in addition to the contract consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

15. OFFICIALS NOT TO BENEFIT. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

16. Water Pollution Control. The licensee shall comply fully with all applicable State and Federal laws, orders, and regulations as administered by appropriate authorities concerning the pollution of streams, reservoirs, groundwater, or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants.

EXHIBIT A

AREA LOCATION

PROPOSED WATER-SEWER AND
GAS UTILITY CROSSINGS

CROSSING NUMBER I - PARK DRAIN

CROSSING NUMBER II - LAS CRUCES LAT

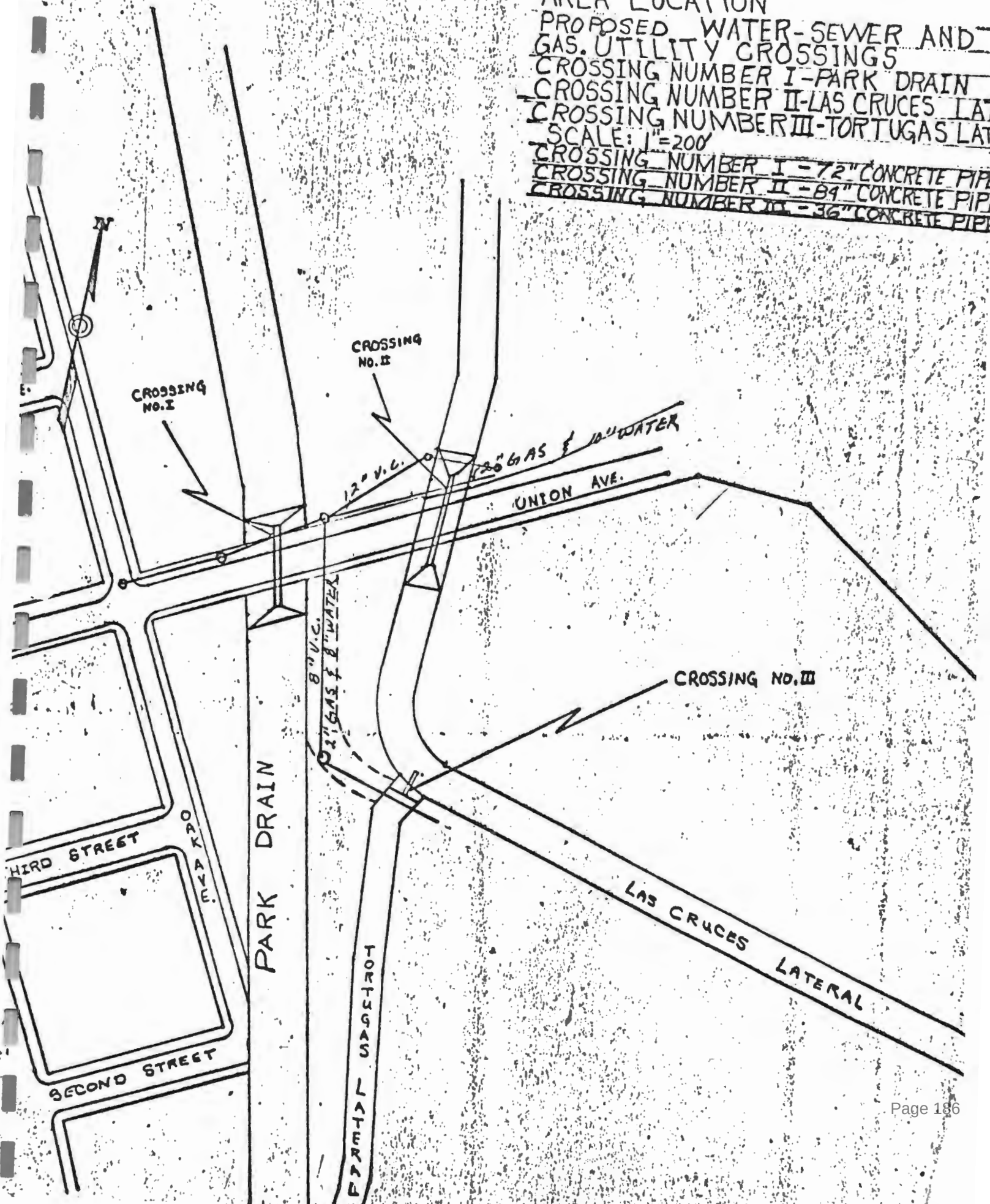
CROSSING NUMBER III - TORTUGAS LAT

SCALE: 1"=200'

CROSSING NUMBER I - 72" CONCRETE PIPE

CROSSING NUMBER II - 84" CONCRETE PIPE

CROSSING NUMBER III - 36" CONCRETE PIPE



PROPOSED FACILITY

EXHIBIT A

PROJECT: CITY WATER - SEWER & GAS EXTENSIONS

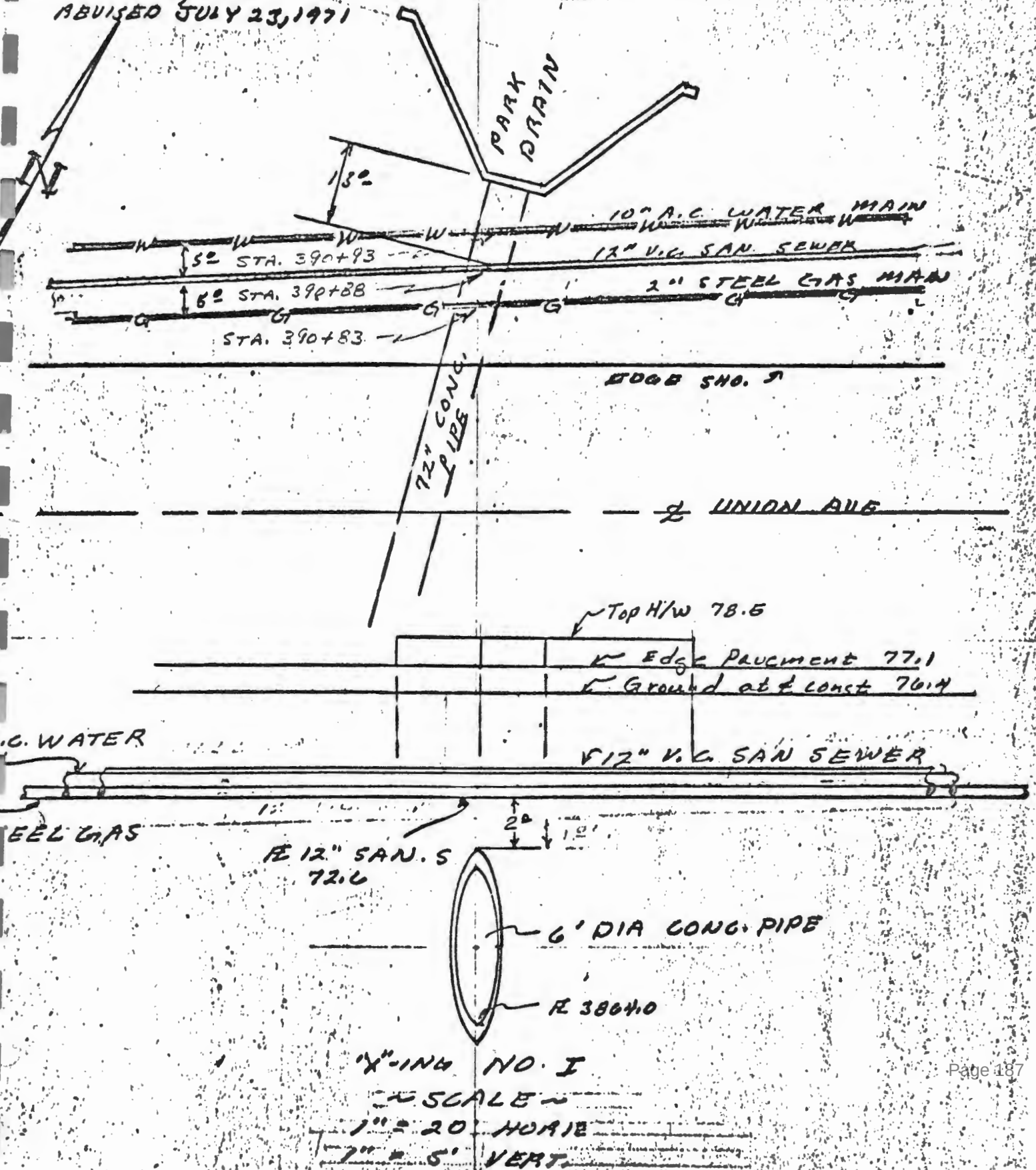
STRUCTURE: 12" V.C. SAN. SEWER - 10" A.C. WATER MAIN - 2" STEEL GAS

CITY OF DONA ANA

DESIGNATION BY: CITY OF LAS CAJAS

JULY 7, 1971

REVISIO JULY 23, 1971

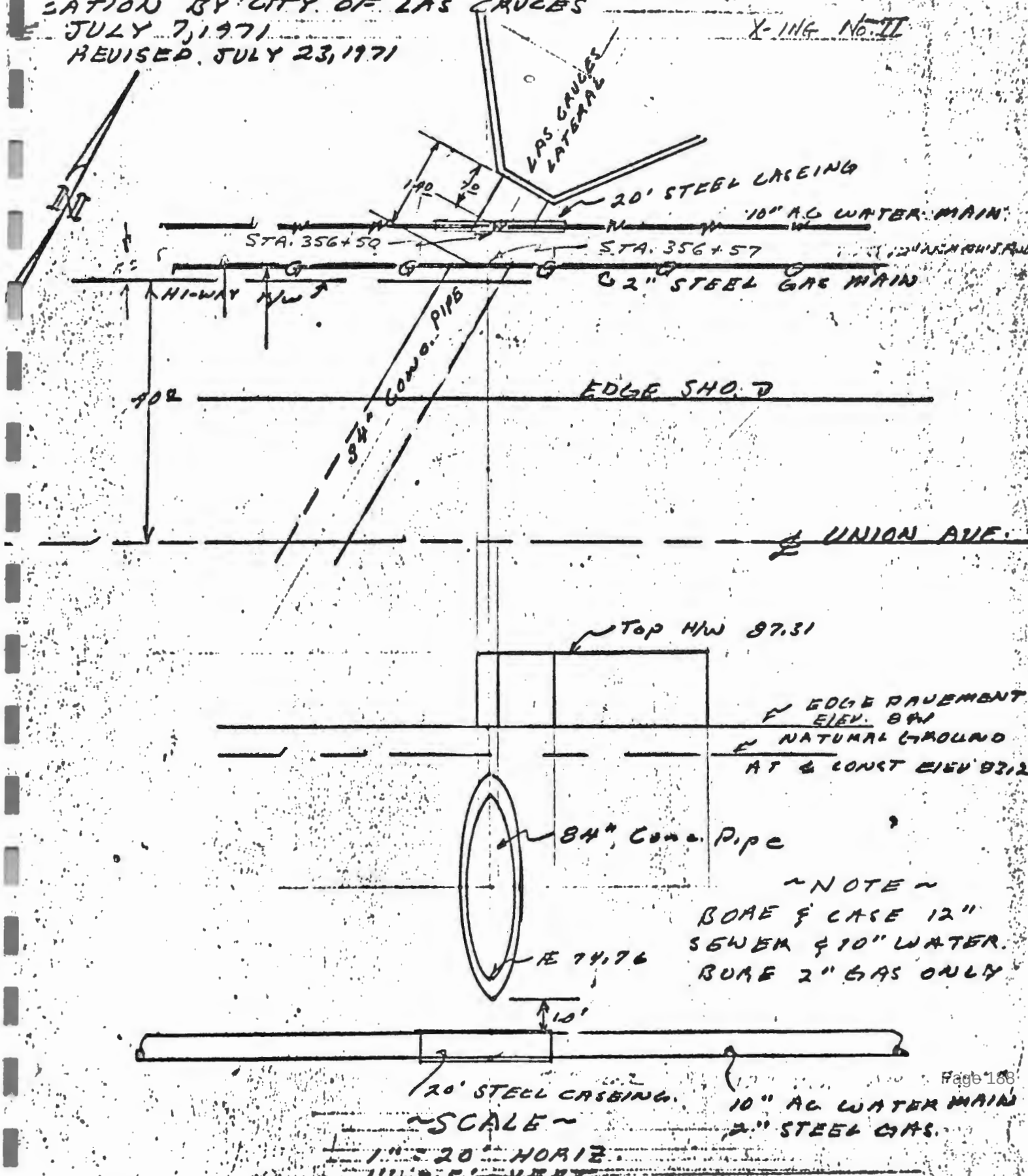


PROPOSED FACILITY

EXHIBIT A

PROJECT: CITY WATER & GAS EXTENSIONS
 STRUCTURE: 2" STEEL GAS - 10" AC. WATER - 2" STEEL GAS
 CITY OF: DONA ANA
 LOCATION BY CITY OF LAS CRUCES
 DATE: JULY 7, 1971
 REVISED: JULY 23, 1971

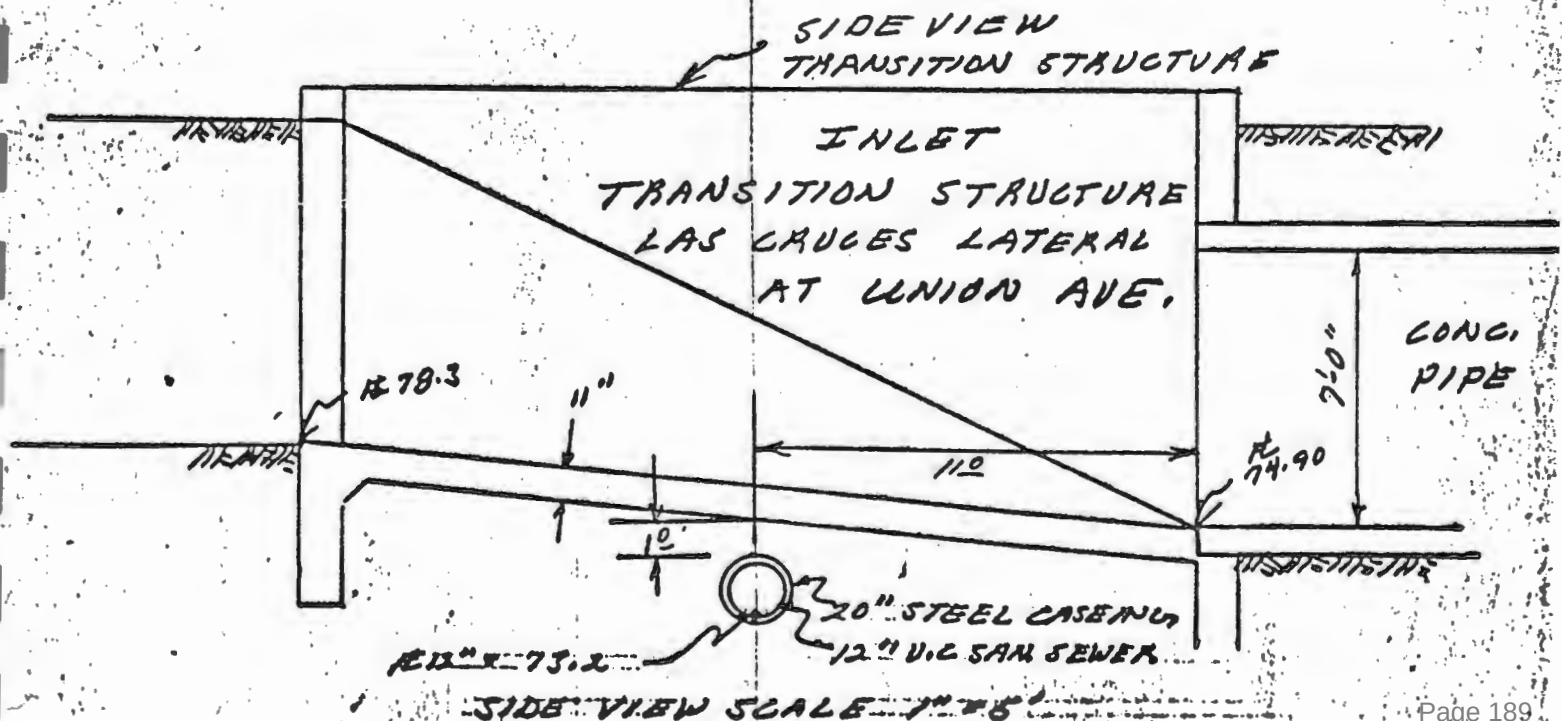
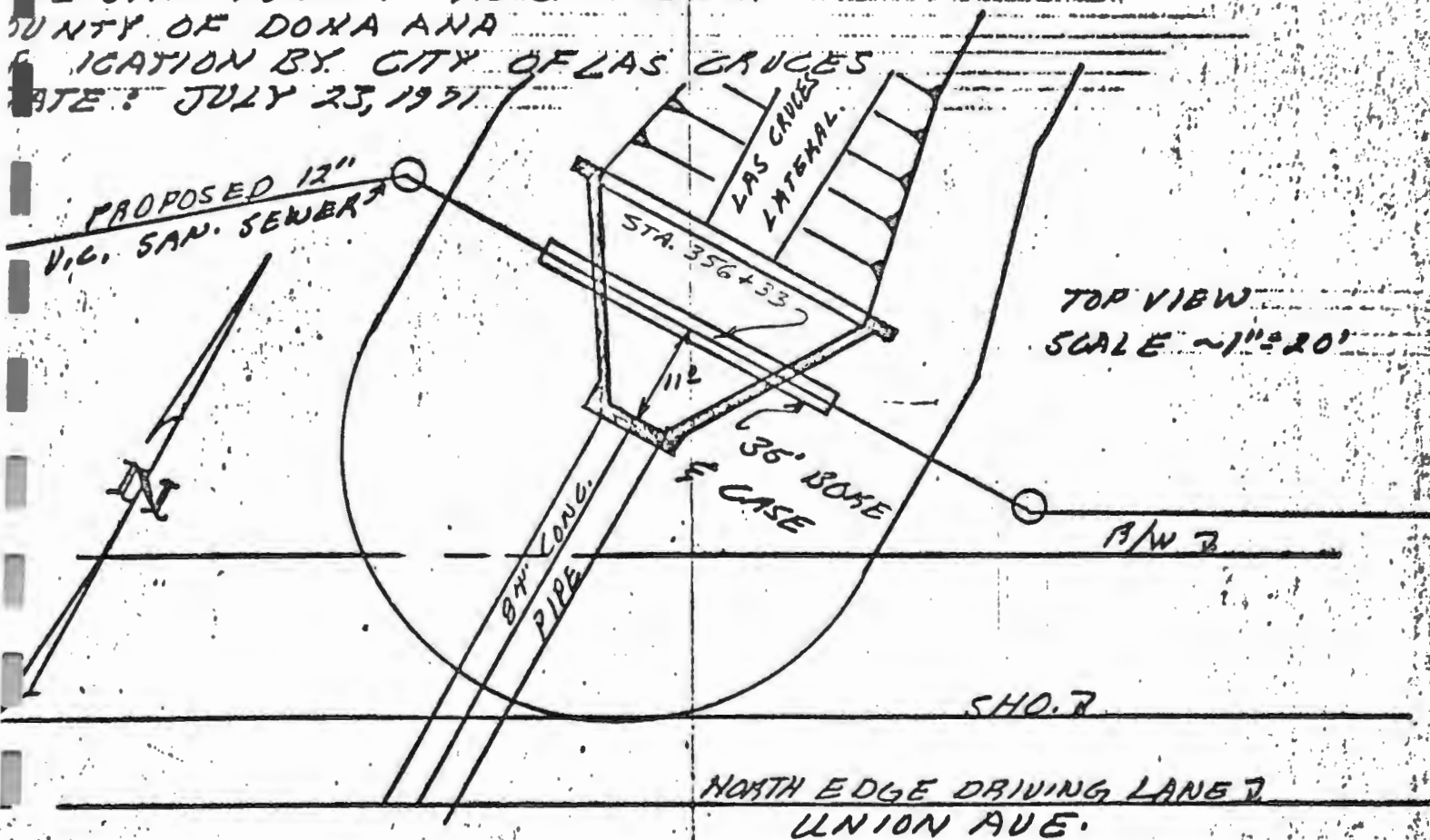
X-ING No. II



PROPOSED FACILITY

EXHIBIT A

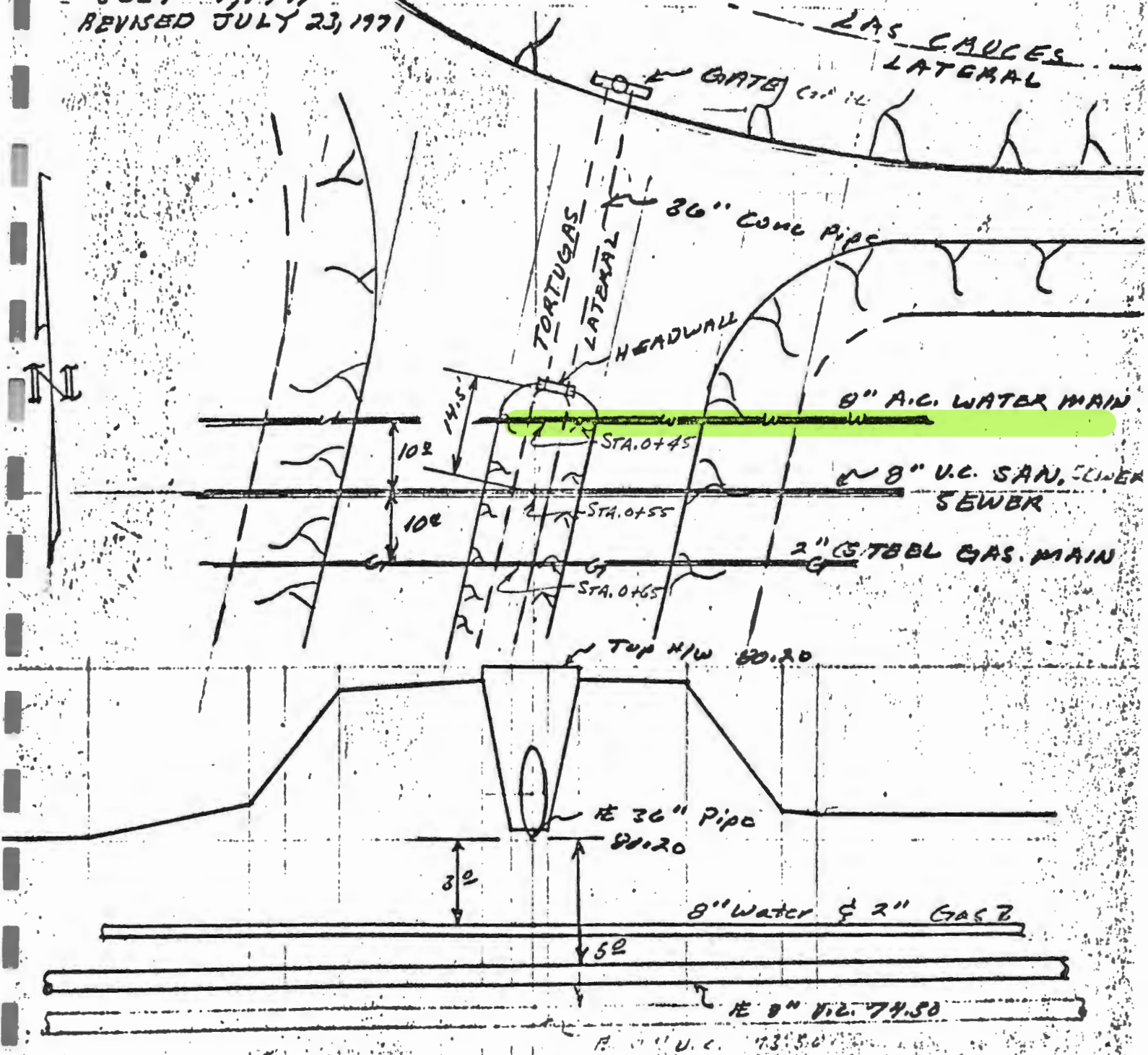
PROJECT: CITY - SAN SEWER EXTENSIONS
 PIPE STRUCTURE: 12" V.C. SAN. SEWER
 COUNTY OF DONA ANA
 LOCATION BY CITY OF LAS CRUCES
 DATE: JULY 23, 1951



PROPOSED FACILITY

EXHIBIT A

PROJECT: CITY WATER - SEWER & GAS EXTENSIONS
 THE STRUCTURE: 8" U.C. SAN SEWER - 8" A.C. WATER & 2" STEEL GAS
 CITY OF DONA ANA
 APPLICATION BY CITY OF LAS CRUCES
 JULY 7, 1971
 REVISED JULY 23, 1971

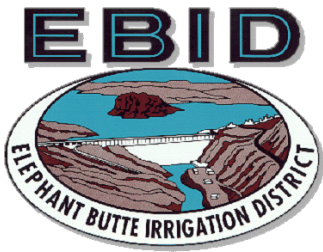


2" - ING NO. III

~SCALE~

1" = 20' HORIZ.

1" = 6' VERT.



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: 2026-132

License Number: 2026-L-098

Exhibits Attached: "A" AND "B"

(Place License Number on all exhibits)

Term:

From: AUGUST 12, 2026

To: AUGUST 12, 2036

Month Day Year

Licensee (Name and address)

CITY OF LAS CRUCES / UTILITIES DEPT.

680 N. MOTEL BLVD

LAS CRUCES, NM 88009

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

TO OPERATE AND MAINTAIN AN EXISTING BURIED SEWER PIPE CROSSING THE TORTUGAS LATERAL AT APPROXIMATE STATION 0+55 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

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

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

- LICENSE RENEWAL: X-REFERENCE 14-06-503-1952
- 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: AUGUST 12, 2026

Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer

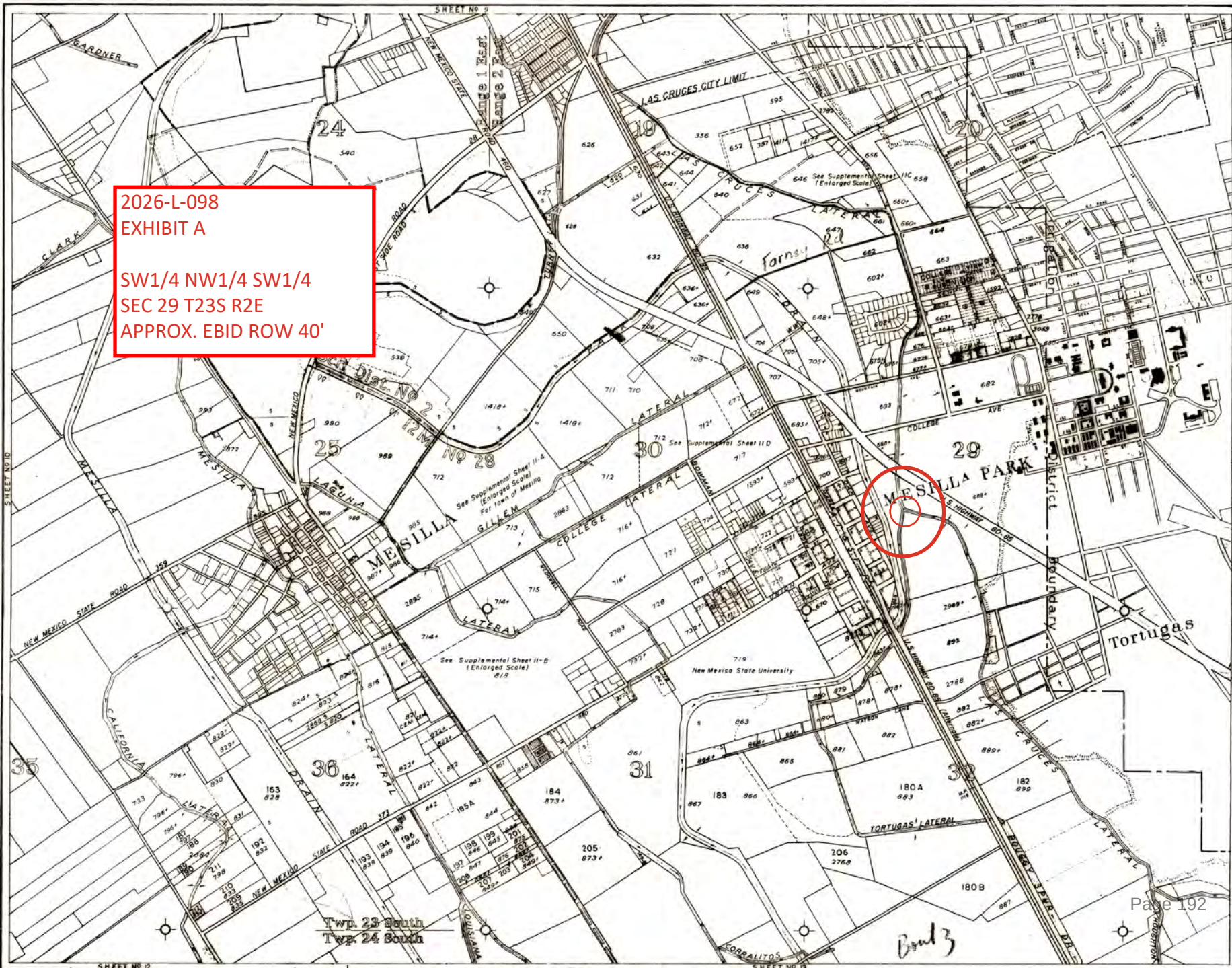
2026-L-098

EXHIBIT A

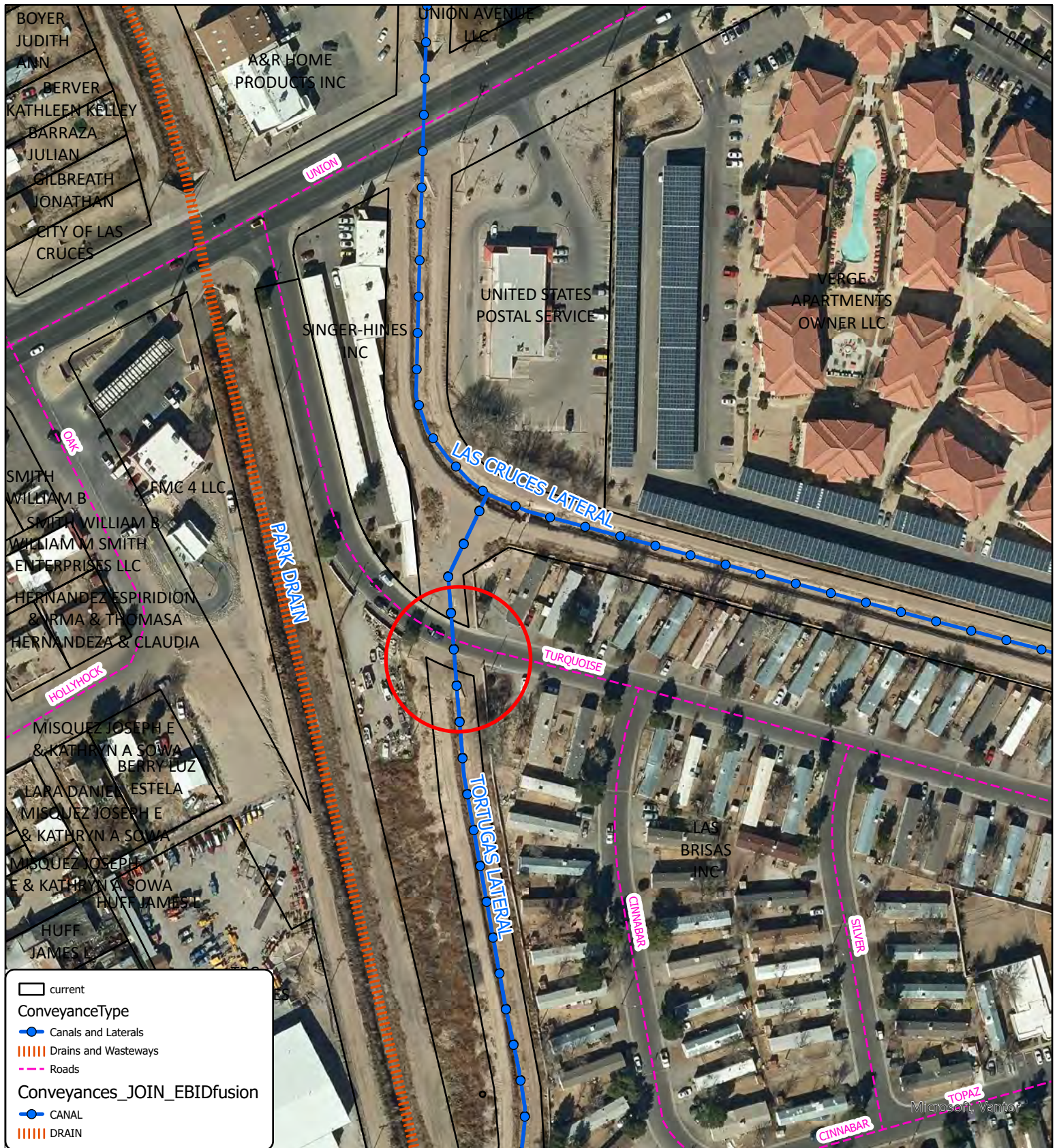
SW1/4 NW1/4 SW1/4

SEC 29 T23S R2E

APPROX. EBID ROW 40'

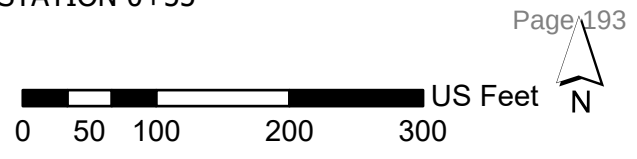


EXPLANATION		AUTHORITIES	SCALE	PROPERTY NUMBERS	BUREAU OF RECLAMATION RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT,	MESILLA VALLEY SHEET - 11 MESILLA PARK
Canals	Leaves					
Suspended Areas	Roads	Compiled from Topographic and Location Surveys by the Bureau of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



2026-L-098
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING BURIED SEWER PIPE CROSSING THE
TORTUGAS LATERAL AT APPROXIMATE STATION 0+55
EBID APPROX. ROW 40'



(FST081071)

Contract No. 14-06-503-1952

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRANDE PROJECT, NEW MEXICO-TEXAS

LICENSE AGREEMENT WITH THE CITY OF LAS CRUCES, NEW MEXICO,
FOR CONSTRUCTION AND MAINTENANCE OF WATER LINE, SANITARY
SEWER LINE, AND GAS LINE CROSSINGS OF THE PARK DRAIN, LAS
CRUCES LATERAL AND TORTUGAS LATERAL

THIS AGREEMENT, made this 23rd day of September, 1971,
in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388),
and acts amendatory thereof and supplementary thereto, particularly
the Reclamation Project Act of 1939 (53 Stat. 1187), between the
UNITED STATES OF AMERICA, hereinafter referred to as "United States",
represented by the officer executing this agreement, hereinafter
termed "Contracting Officer", it being understood that the obliga-
tions of the United States hereunder relate only to the activities
of the Bureau of Reclamation, and the CITY OF LAS CRUCES, NEW MEXICO,
a municipal corporation duly organized and existing under and by
virtue of the laws of the State of New Mexico, hereinafter styled
"Licensee".

WITNESSETH THAT:

WHEREAS, Licensee at its sole expense desires to construct,
operate and maintain domestic water supply line, sanitary sewer line
and gas pipeline crossings of the Park Drain, Las Cruces Lateral and
Tortugas Lateral; and

WHEREAS, the granting and exercise of the license on
right-of-way of the United States in the manner and under the con-
ditions set forth will not be incompatible with the requirements of
the United States for the operation and maintenance of the irrigation
facilities of the Federal Rio Grande Reclamation Project.

NOW, THEREFORE, the parties hereto agree as follows:

(FST081071)

1. For and upon payment of the consideration hereinafter stated, the United States, to the extent of its interest therein, hereby grants to Licensee permission for a period of fifty (50) years from the date hereof to construct, operate and maintain a 10-inch domestic water line crossing of Park Drain at Station 390+93, a 12-inch sanitary sewer line crossing of Park Drain at Station 390+88, and a 2-inch gas line crossing of Park Drain at Station 390+83; a 10-inch domestic water line crossing of Las Cruces Lateral at Station 356+50, a 12-inch sanitary sewer line crossing of Las Cruces Lateral at Station 356+33, and a 2-inch gas line crossing of Las Cruces Lateral at Station 356+57; and an 8-inch domestic water line crossing of Tortugas Lateral at Station 0+45, an 8-inch sanitary sewer line crossing of Tortugas Lateral at Station 0+55, and a 2-inch gas line crossing of Tortugas Lateral at Station 0+65, all as more specifically located and shown on Exhibit A, Sheets 1 through 5, thereof, attached hereto and by this reference made a part hereof.

2. Licensee agrees to bear the cost to the United States of issuing and administering this license agreement, including the cost of inspection of construction. To this end Licensee will, upon execution of this agreement by the parties, pay to the United States the sum of Two Hundred and Ten Dollars (\$210.00) of which \$50.00 is for issuing and administering this license and \$160.00 is the estimated cost of inspection of construction work. In the event the actual cost to the United States of inspection of construction work exceeds \$160.00, Licensee agrees to pay the excess cost. In the event the actual cost to the United States of inspection and construction is less than \$160.00, the United States will reimburse Licensee the excess of the advancement over actual cost of construction inspection.

3. Construction shall be accomplished at such time or times as will not interfere with the use of the Rio Grande Project facilities as determined by the Project Superintendent or his authorized representative prior to commencement of construction.

4. The "General Provisions -- License Agreements" (FST070271) attached hereto is hereby made a part of this license agreement the same as if it had been expressly set forth herein.

(FST081071)

IN WITNESS WHEREOF, the parties hereto have caused this license agreement to be executed as of the day and year first hereinabove written.

UNITED STATES OF AMERICA

By James W. Kirby
Project Superintendent
Rio Grande Project
Bureau of Reclamation

ATTEST:

Marcy E. Babnik
Deputy City Clerk

CITY OF LAS CRUCES, NEW MEXICO

By Heaton
Mayor

GENERAL PROVISIONS -- LICENSE AGREEMENTS

1. RIGHTS RESERVED IN UNITED STATES. There is reserved to the United States and its assigns the prior right to use any of the lands herein described to construct, operate and maintain structures and facilities including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephone and telegraph lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

2. LICENSEE RESPONSIBLE FOR CHARGES. The Licensee further agrees that if the construction of any or all of such structures and facilities across, over or upon said lands should be made more expensive by reason of the existence of improvements or works of Licensee thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty (30) days after demand is made upon the Licensee for payment of any such sums, Licensee will make payment thereof to the United States or any of its assigns constructing such structures and facilities on said lands. As an alternate to payment, Licensee, at its sole cost and expense and within the time limits established by the United States, may remove or adapt facilities constructed and operated by it on said lands to accommodate the aforementioned structures and facilities of the United States. The Licensee shall bear the cost to the United States occasioned by the failure of Licensee to remove or adapt its facilities within the time limits specified.

3. AGENTS RESERVED TO UNITED STATES. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passover, and egress from all of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.

4. LICENSE SUBJECT TO EXISTING RIGHTS. This license is subject to existing rights-of-way for highways, roads, canals, laterals, drains, ditches, pipelines, electrical transmission lines, telegraph and telephone lines, over any part of the described lands.

5. UNITED STATES HELD HARMLESS. a. The United States does not assume any liability and Licensee agrees to indemnify and hold the United States harmless for injury or damage to any persons or property that may arise during and in consequence of the use, occupancy, and enjoyment by Licensee of the license granted herein; or the design of, construction of, erection of, presence of, maintenance of, or failure to properly and safely construct, operate and maintain, use and occupy any and all of the structures and facilities aforesaid or any part thereof.

b. The Licensee further agrees that the United States, its officers, agents, and employees and its assigns, shall not be held liable for any damage to Licensee's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this license.

6. RELEASE FROM LIABILITY. The Licensee hereby releases the United States from liability for any and all loss or damage of every description or kind whatsoever, which may result to the Licensee from the construction, operation, and maintenance of Project works upon said land, provided that nothing in this agreement shall be construed as releasing the United States of its responsibility for its own negligence.

7. LICENSEE TO DEFEND TITLE. The Licensee shall defend the United States from any action which alleges that Licensee's use of Project right-of-way or facilities under this agreement is unlawful in any manner and further agrees to indemnify and hold the United States harmless from the decision in any such type of litigation.

8. INTERFERENCE PROHIBITED. The Licensee shall use, occupy, and maintain said facilities with all reasonable diligence and precaution to avoid damage to or obstruction of the irrigation and drainage facilities or other structures of the United States, or any interference in any way with the operation and maintenance of the same.

9. TERM OF LICENSE - TERMINATION. No use of the licensed lands for any purpose for which this license is issued continuing at any time for a period of one (1) year, shall, at the option of the United States, work a termination of this agreement and of all rights of the Licensee hereunder, and termination shall, in any event, expire by limitation at the end of fifty (50) years from the date hereof. All rights granted to the Licensee under this agreement shall be subject to termination upon failure of Licensee to comply with the terms hereof.

10. REMOVAL OF FACILITIES. Unless otherwise approved by the United States, any facilities licensed under this agreement shall be removed by Licensee from the right-of-way of the United States within thirty (30) days after termination of this license at the sole expense of Licensee.

11. WARRANTY. The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

12. ASSIGNMENT. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

13. EQUAL OPPORTUNITY. During the performance of this contract, Licensee, hereinafter in this article termed "Contractor" agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

14. COVENANT AGAINST CONTINGENT FEES. The Licensee warrants that no person or agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Licensee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to require Licensee to pay, in addition to the contract consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

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PROPOSED WATER-SEWER AND
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CROSSING NUMBER II - LAS CRUCES LAT

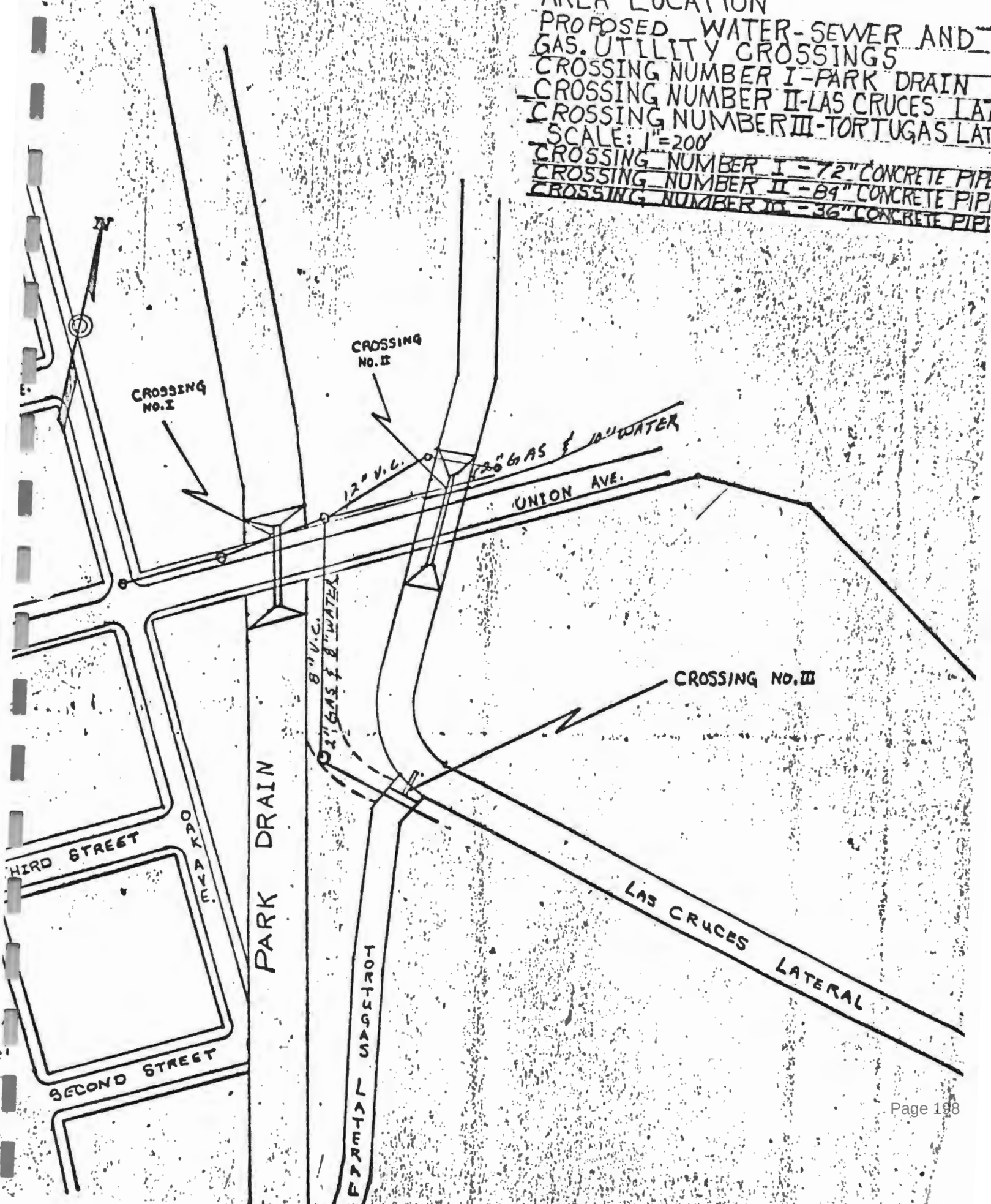
CROSSING NUMBER III - TORTUGAS LAT

SCALE: 1"=200'

CROSSING NUMBER I - 72" CONCRETE PIPE

CROSSING NUMBER II - 84" CONCRETE PIPE

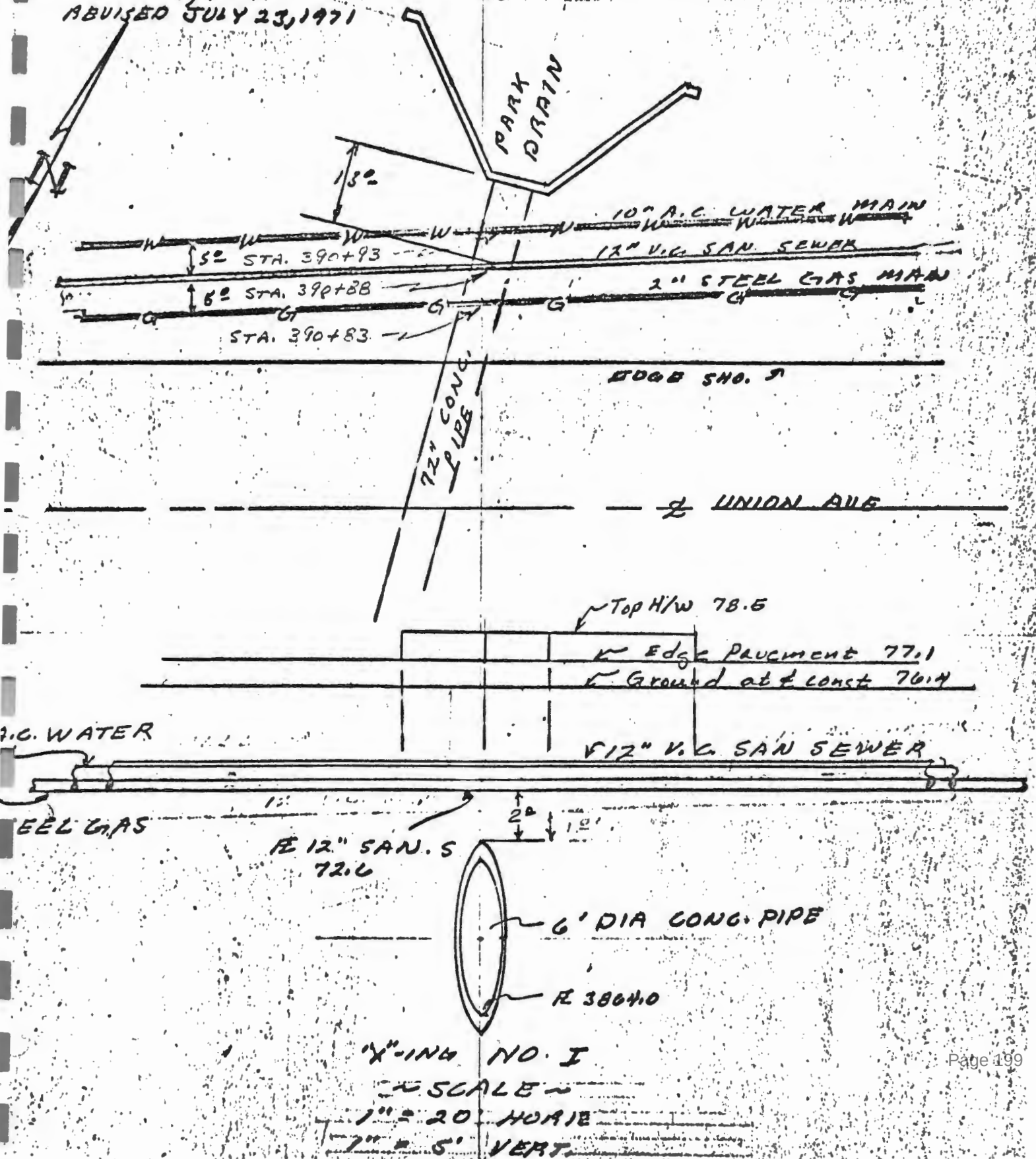
CROSSING NUMBER III - 36" CONCRETE PIPE



PROPOSED FACILITY

EXHIBIT A

PROJECT: CITY WATER - SEWER & GAS EXTENSIONS
 STRUCTURE: 12" V.C. SAN. SEWER - 10" A.C. WATER MAIN - 2" STEEL GAS
 CITY OF DONA ANA
 DESIGNATION BY: CITY OF LAS CAJES
 JULY 7, 1971
 REVISED JULY 23, 1971



"X"-ING NO. 1

SCALE

1" = 20' HORIZ

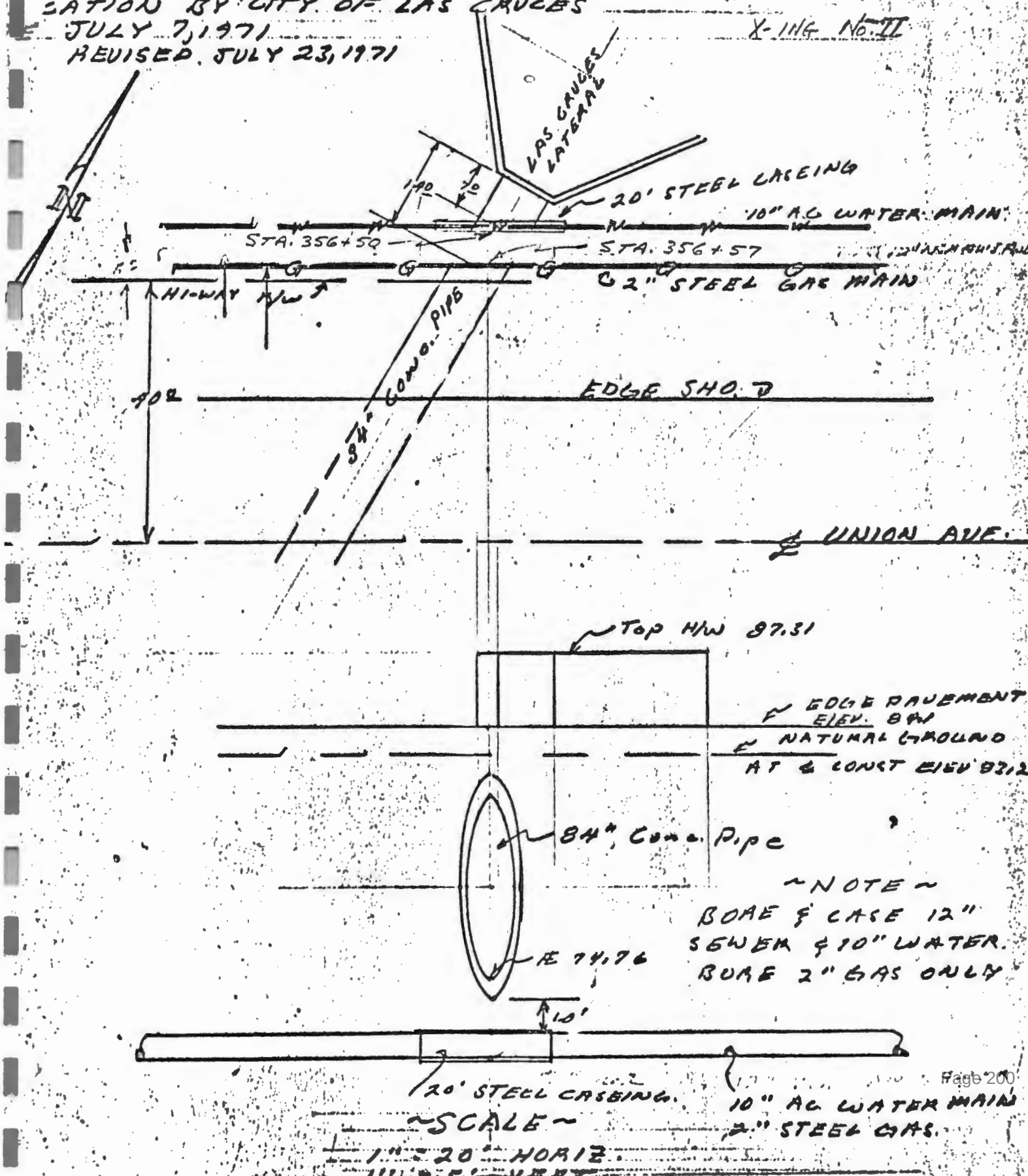
1" = 5' VERT

PROPOSED FACILITY

EXHIBIT A

PROJECT: CITY WATER & GAS EXTENSIONS
 STRUCTURE: 2" STEEL GAS - 10" AC. WATER - 2" STEEL GAS
 CITY OF: DONA ANA
 LOCATION BY CITY OF LAS CRUCES
 DATE: JULY 7, 1971
 REVISED: JULY 23, 1971

X-ING No. II



PROPOSED FACILITY

EXHIBIT A

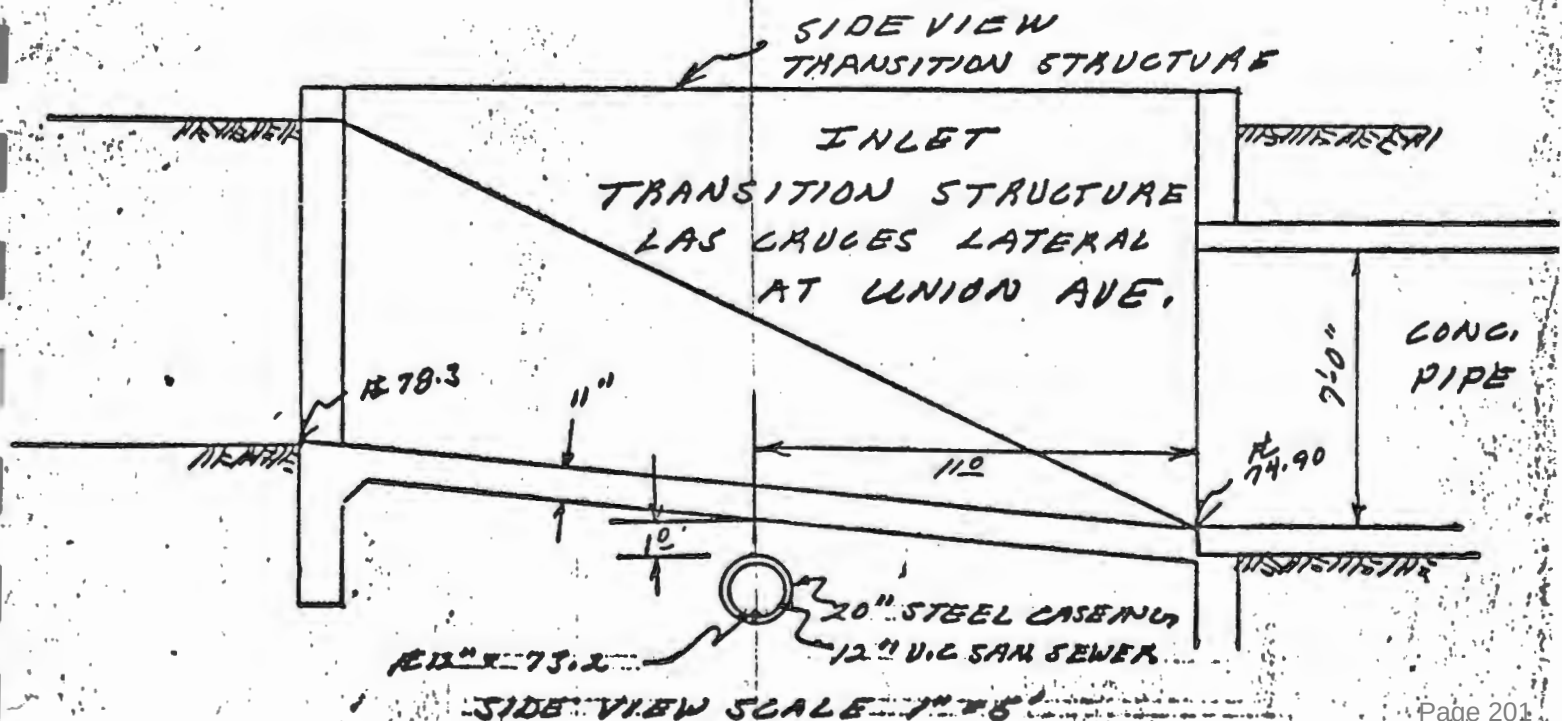
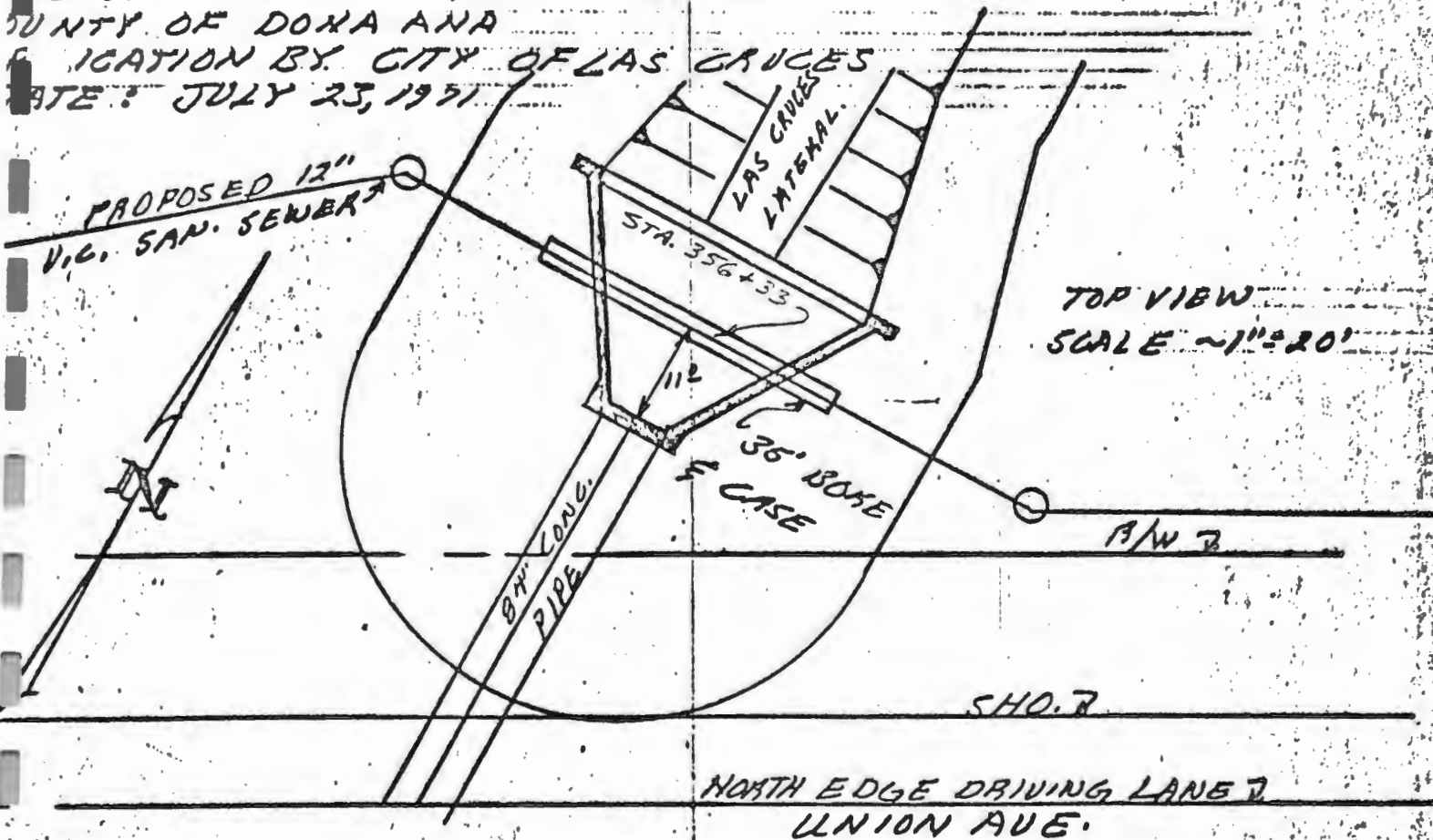
PROJECT: CITY - SAN SEWER EXTENSIONS

PIPE STRUCTURE: 12" V.C. SAN. SEWER

COUNTY OF DONA ANA

LOCATION BY CITY OF LAS CRUCES

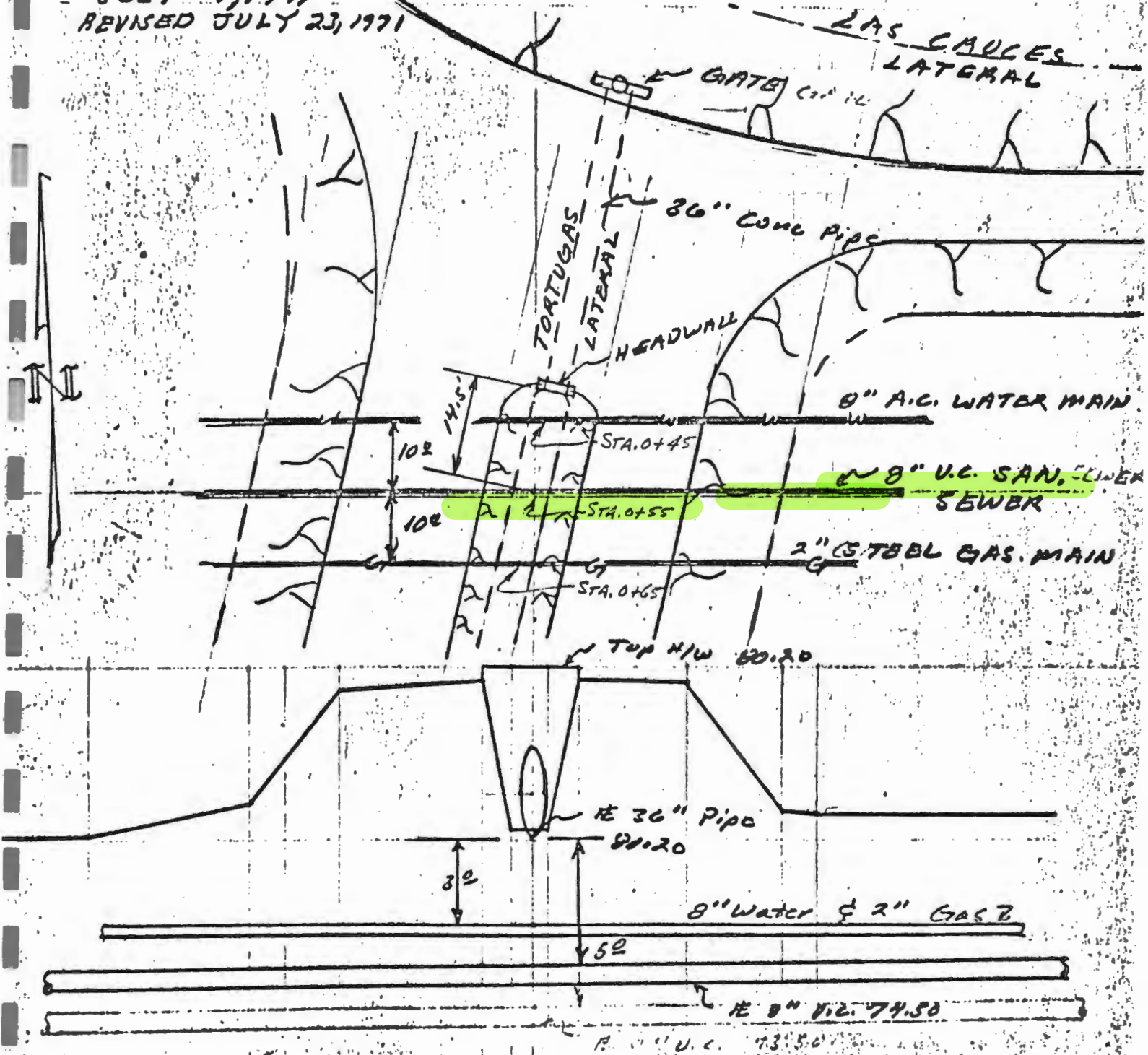
DATE: JULY 23, 1951



PROPOSED FACILITY

EXHIBIT A

PROJECT: CITY WATER - SEWER & GAS EXTENSIONS
 THE STRUCTURE: 8" U.C. SAN SEWER - 8" A.C. WATER & 2" STEEL GAS
 CITY OF DONA ANA
 APPLICATION BY CITY OF LAS CRUCES
 JULY 7, 1971
 REVISED JULY 23, 1971

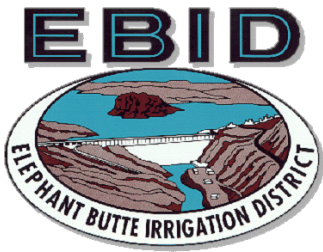


"X" - ING NO. III

~SCALE~

1" = 20' HORIZ.

1" = 6' VERT.



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: 2026-133

License Number: 2026-L-099

Exhibits Attached: "A" AND "B"

(Place License Number on all exhibits)

Term:

From: AUGUST 12, 2026

To: AUGUST 12, 2036

Month Day Year

Licensee (Name and address)

CITY OF LAS CRUCES / UTILITIES DEPT.

680 N. MOTEL BLVD

LAS CRUCES, NM 88009

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

TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE CROSSING THE PARK DRAIN AT APPROXIMATE STATION 390+93 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

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

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

- LICENSE RENEWAL: X-REFERENCE 14-06-503-1952
- 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: AUGUST 12, 2026

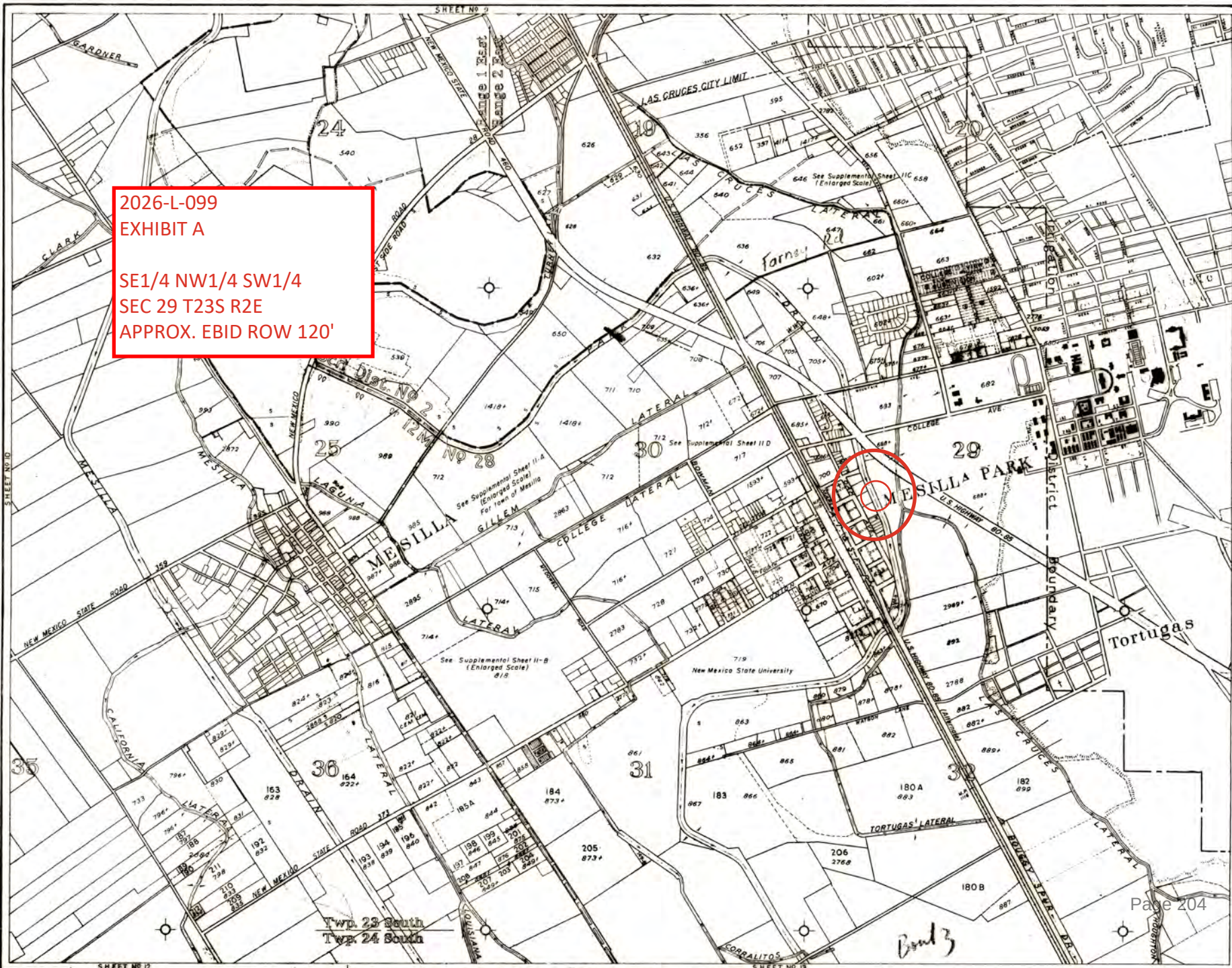
Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer

2026-L-099
EXHIBIT A

SE1/4 NW1/4 SW1/4
SEC 29 T23S R2E
APPROX. EBID ROW 120'



(FST081071)

Contract No. 14-06-503-1952

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRANDE PROJECT, NEW MEXICO-TEXAS

LICENSE AGREEMENT WITH THE CITY OF LAS CRUCES, NEW MEXICO,
FOR CONSTRUCTION AND MAINTENANCE OF WATER LINE, SANITARY
SEWER LINE, AND GAS LINE CROSSINGS OF THE PARK DRAIN, LAS
CRUCES LATERAL AND TORTUGAS LATERAL

THIS AGREEMENT, made this 23rd day of September, 1971,
in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388),
and acts amendatory thereof and supplementary thereto, particularly
the Reclamation Project Act of 1939 (53 Stat. 1187), between the
UNITED STATES OF AMERICA, hereinafter referred to as "United States",
represented by the officer executing this agreement, hereinafter
termed "Contracting Officer", it being understood that the obliga-
tions of the United States hereunder relate only to the activities
of the Bureau of Reclamation, and the CITY OF LAS CRUCES, NEW MEXICO,
a municipal corporation duly organized and existing under and by
virtue of the laws of the State of New Mexico, hereinafter styled
"Licensee".

WITNESSETH THAT:

WHEREAS, Licensee at its sole expense desires to construct,
operate and maintain domestic water supply line, sanitary sewer line
and gas pipeline crossings of the Park Drain, Las Cruces Lateral and
Tortugas Lateral; and

WHEREAS, the granting and exercise of the license on
right-of-way of the United States in the manner and under the con-
ditions set forth will not be incompatible with the requirements of
the United States for the operation and maintenance of the irrigation
facilities of the Federal Rio Grande Reclamation Project.

NOW, THEREFORE, the parties hereto agree as follows:

(FST081071)

1. For and upon payment of the consideration hereinafter stated, the United States, to the extent of its interest therein, hereby grants to Licensee permission for a period of fifty (50) years from the date hereof to construct, operate and maintain a 10-inch domestic water line crossing of Park Drain at Station 390+93, a 12-inch sanitary sewer line crossing of Park Drain at Station 390+88, and a 2-inch gas line crossing of Park Drain at Station 390+83; a 10-inch domestic water line crossing of Las Cruces Lateral at Station 356+50, a 12-inch sanitary sewer line crossing of Las Cruces Lateral at Station 356+33, and a 2-inch gas line crossing of Las Cruces Lateral at Station 356+57; and an 8-inch domestic water line crossing of Tortugas Lateral at Station 0+45, an 8-inch sanitary sewer line crossing of Tortugas Lateral at Station 0+55, and a 2-inch gas line crossing of Tortugas Lateral at Station 0+65, all as more specifically located and shown on Exhibit A, Sheets 1 through 5, thereof, attached hereto and by this reference made a part hereof.

2. Licensee agrees to bear the cost to the United States of issuing and administering this license agreement, including the cost of inspection of construction. To this end Licensee will, upon execution of this agreement by the parties, pay to the United States the sum of Two Hundred and Ten Dollars (\$210.00) of which \$50.00 is for issuing and administering this license and \$160.00 is the estimated cost of inspection of construction work. In the event the actual cost to the United States of inspection of construction work exceeds \$160.00, Licensee agrees to pay the excess cost. In the event the actual cost to the United States of inspection and construction is less than \$160.00, the United States will reimburse Licensee the excess of the advancement over actual cost of construction inspection.

3. Construction shall be accomplished at such time or times as will not interfere with the use of the Rio Grande Project facilities as determined by the Project Superintendent or his authorized representative prior to commencement of construction.

4. The "General Provisions -- License Agreements" (FST070271) attached hereto is hereby made a part of this license agreement the same as if it had been expressly set forth herein.

(FST081071)

IN WITNESS WHEREOF, the parties hereto have caused this license agreement to be executed as of the day and year first hereinabove written.

UNITED STATES OF AMERICA

By James W. Kirby
Project Superintendent
Rio Grande Project
Bureau of Reclamation

ATTEST:

Marcy E. Babnik
Deputy City Clerk

CITY OF LAS CRUCES, NEW MEXICO

By [Signature]
Mayor

GENERAL PROVISIONS -- LICENSE AGREEMENTS

1. RIGHTS RESERVED IN UNITED STATES. There is reserved to the United States and its assigns the prior right to use any of the lands herein described to construct, operate and maintain structures and facilities including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephone and telegraph lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

2. LICENSEE RESPONSIBLE FOR CHARGES. The Licensee further agrees that if the construction of any or all of such structures and facilities across, over or upon said lands should be made more expensive by reason of the existence of improvements or works of Licensee thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty (30) days after demand is made upon the Licensee for payment of any such sums, Licensee will make payment thereof to the United States or any of its assigns constructing such structures and facilities on said lands. As an alternate to payment, Licensee, at its sole cost and expense and within the time limits established by the United States, may remove or adapt facilities constructed and operated by it on said lands to accommodate the aforementioned structures and facilities of the United States. The Licensee shall bear the cost to the United States occasioned by the failure of Licensee to remove or adapt its facilities within the time limits specified.

3. AGENTS RESERVED TO UNITED STATES. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passover, and egress from all of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.

4. LICENSE SUBJECT TO EXISTING RIGHTS. This license is subject to existing rights-of-way for highways, roads, canals, laterals, drains, ditches, pipelines, electrical transmission lines, telegraph and telephone lines, over any part of the described lands.

5. UNITED STATES HELD HARMLESS. a. The United States does not assume any liability and Licensee agrees to indemnify and hold the United States harmless for injury or damage to any persons or property that may arise during and in consequence of the use, occupancy, and enjoyment by Licensee of the license granted herein; or the design of, construction of, erection of, presence of, maintenance of, or failure to properly and safely construct, operate and maintain, use and occupy any and all of the structures and facilities aforesaid or any part thereof.

b. The Licensee further agrees that the United States, its officers, agents, and employees and its assigns, shall not be held liable for any damage to Licensee's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this license.

6. RELEASE FROM LIABILITY. The Licensee hereby releases the United States from liability for any and all loss or damage of every description or kind whatsoever, which may result to the Licensee from the construction, operation, and maintenance of Project works upon said land, provided that nothing in this agreement shall be construed as releasing the United States from its responsibility for its own negligence.

7. LICENSEE TO DEFEND TITLE. The Licensee shall defend the United States from any action which alleges that Licensee's use of Project right-of-way or facilities under this agreement is unlawful in any manner and further agrees to indemnify and hold the United States harmless from the decision in any such type of litigation.

8. INTERFERENCE PROHIBITED. The Licensee shall use, occupy, and maintain said facilities with all reasonable diligence and precaution to avoid injury to or obstruction of the irrigation and drainage facilities or other structures of the United States, or any interference in any way with the operation and maintenance of the same.

9. TERM OF LICENSE - TERMINATION. Nonuse of the licensed lands for the purpose for which this license is issued continuing at any time for a period of one (1) year, shall, at the option of the United States, work a termination of this agreement and of all rights of the Licensee hereunder, and the term hereof shall in any event expire by limitation at the end of fifty (50) years from the date hereof. All rights granted to the Licensee under this agreement shall be subject to termination upon failure of Licensee to comply with the terms hereof.

10. REMOVAL OF FACILITIES. Unless otherwise approved by the United States, any facilities licensed under this agreement shall be removed by Licensee from the right-of-way of the United States within thirty (30) days after termination of this license at the sole expense of Licensee.

11. WARRANTY. The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

12. ASSIGNMENT. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

13. EQUAL OPPORTUNITY. During the performance of this contract, Licensee, hereinafter in this article termed "Contractor" agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

14. COVENANT AGAINST CONTINGENT FEES. The Licensee warrants that no person or agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Licensee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to require Licensee to pay, in addition to the contract consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

15. OFFICIALS NOT TO BENEFIT. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

16. Water Pollution Control. The licensee shall comply fully with all applicable State and Federal laws, orders, and regulations as administered by appropriate authorities concerning the pollution of streams, reservoirs, groundwater, or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants.

EXHIBIT A

AREA LOCATION

PROPOSED WATER-SEWER AND
GAS UTILITY CROSSINGS

CROSSING NUMBER I - PARK DRAIN

CROSSING NUMBER II - LAS CRUCES LAT

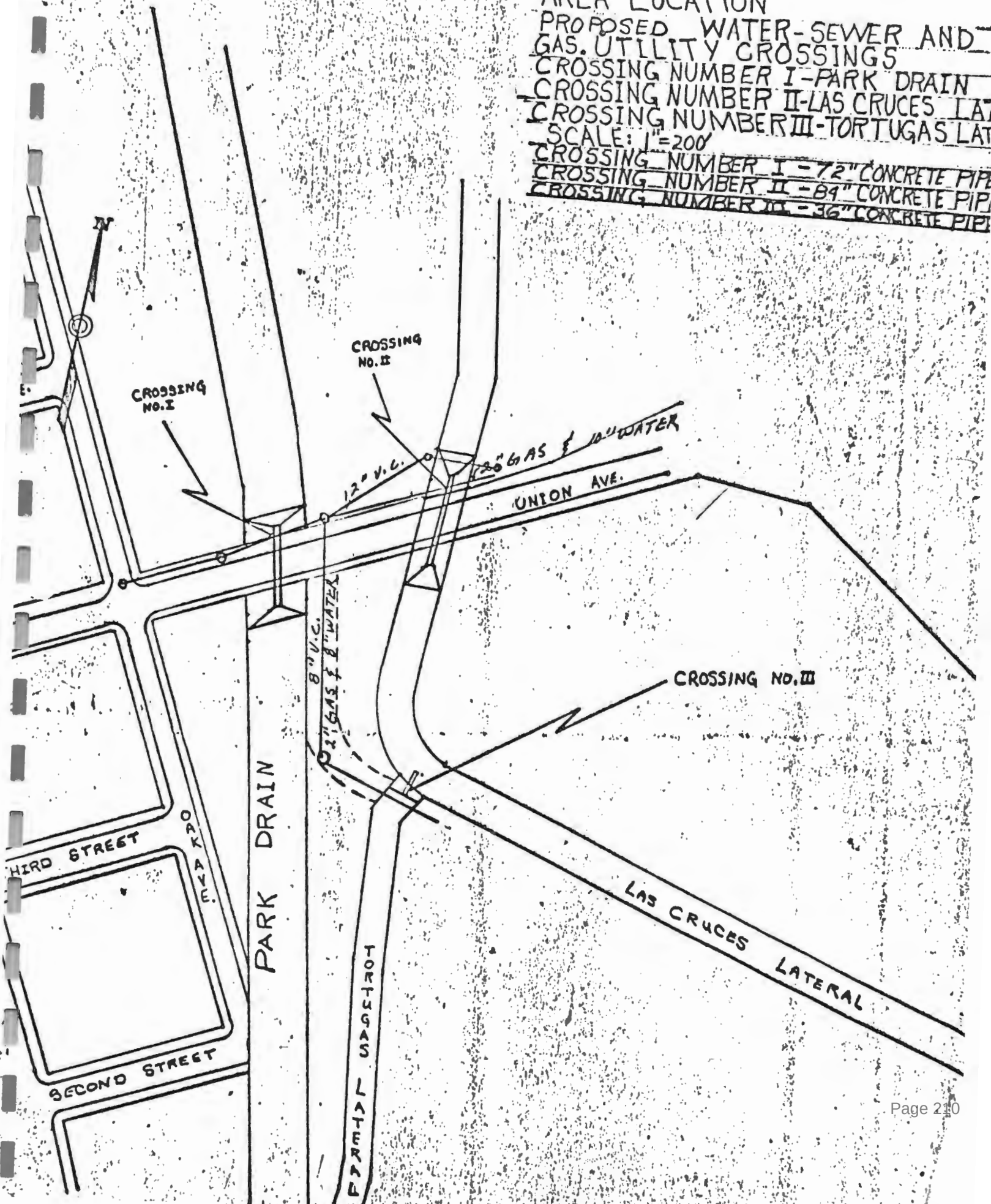
CROSSING NUMBER III - TORTUGAS LAT

SCALE: 1"=200'

CROSSING NUMBER I - 72" CONCRETE PIPE

CROSSING NUMBER II - 84" CONCRETE PIPE

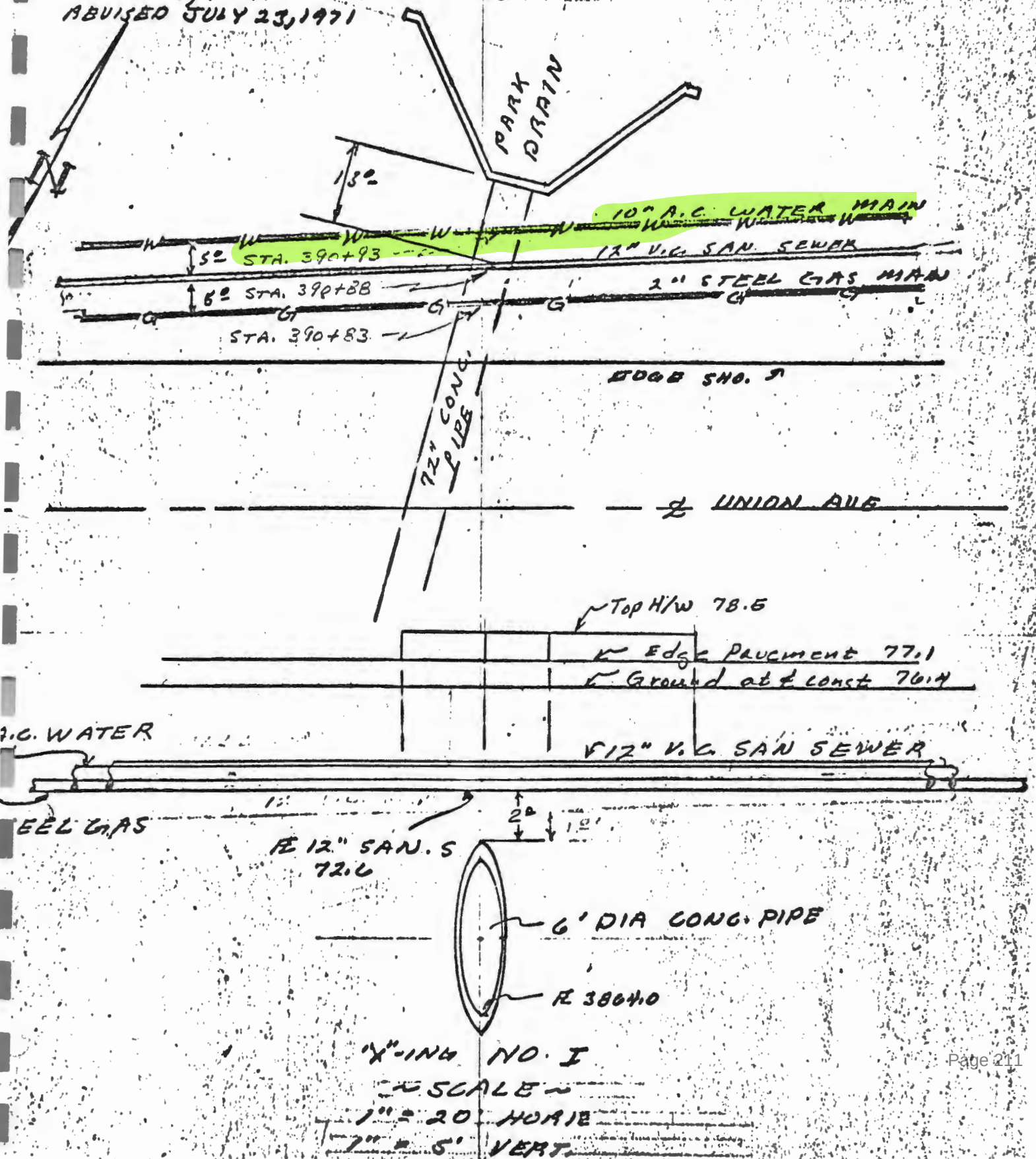
CROSSING NUMBER III - 36" CONCRETE PIPE



PROPOSED FACILITY

EXHIBIT A

PROJECT: CITY WATER - SEWER & GAS EXTENSIONS
 STRUCTURE: 12" V.C. SAN. SEWER - 10" A.C. WATER MAIN - 2" STEEL GAS
 CITY OF DONA ANA
 DESIGNATION BY: CITY OF LAS CAJES
 JULY 7, 1971
 REVISED JULY 23, 1971

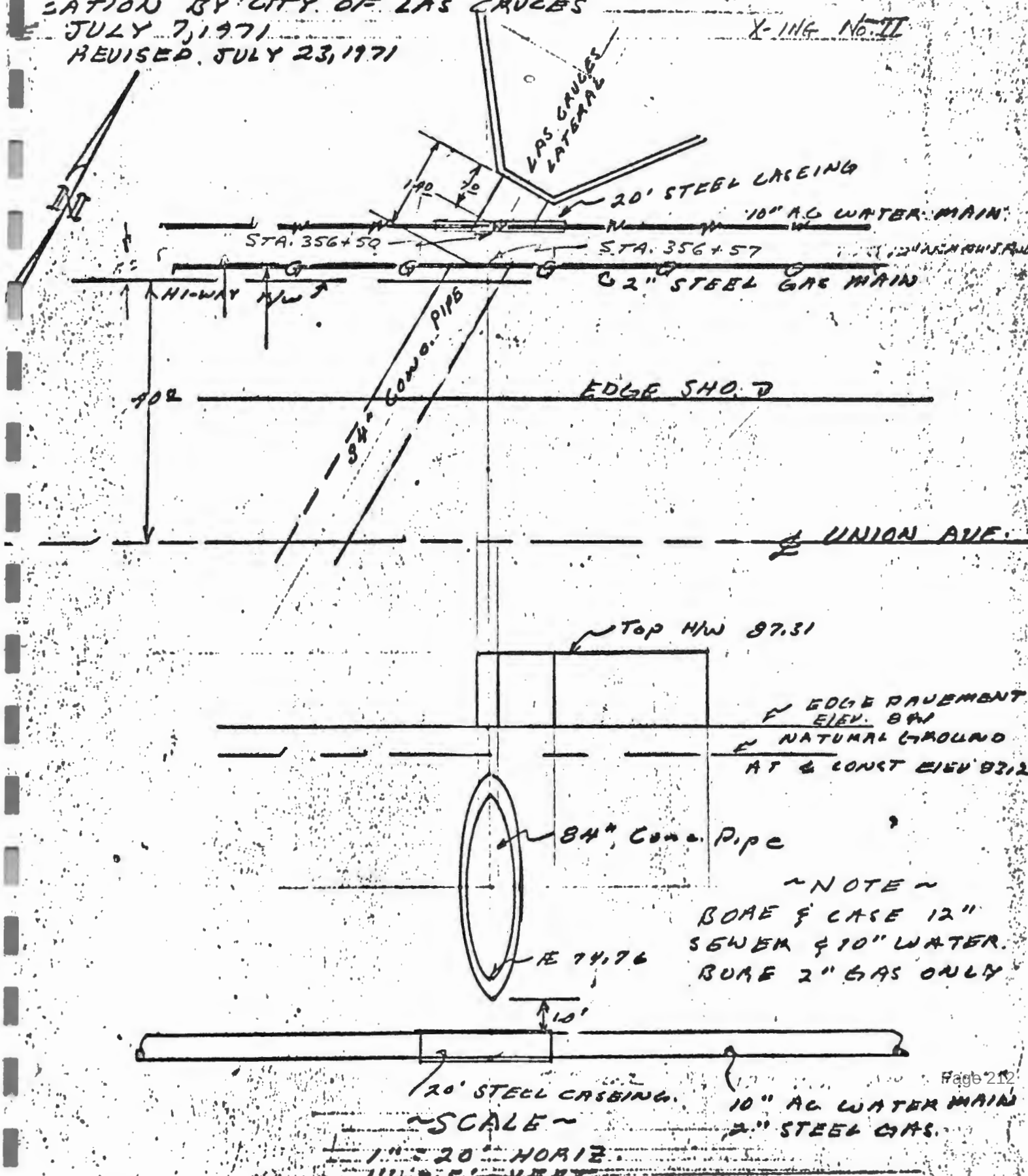


PROPOSED FACILITY

EXHIBIT A

PROJECT: CITY WATER & GAS EXTENSIONS
 STRUCTURE: 2" STEEL GAS - 10" AC. WATER - 2" STEEL GAS
 CITY OF: DONA ANA
 LOCATION BY CITY OF LAS CRUCES
 DATE: JULY 7, 1971
 REVISED: JULY 23, 1971

X-ING No. II

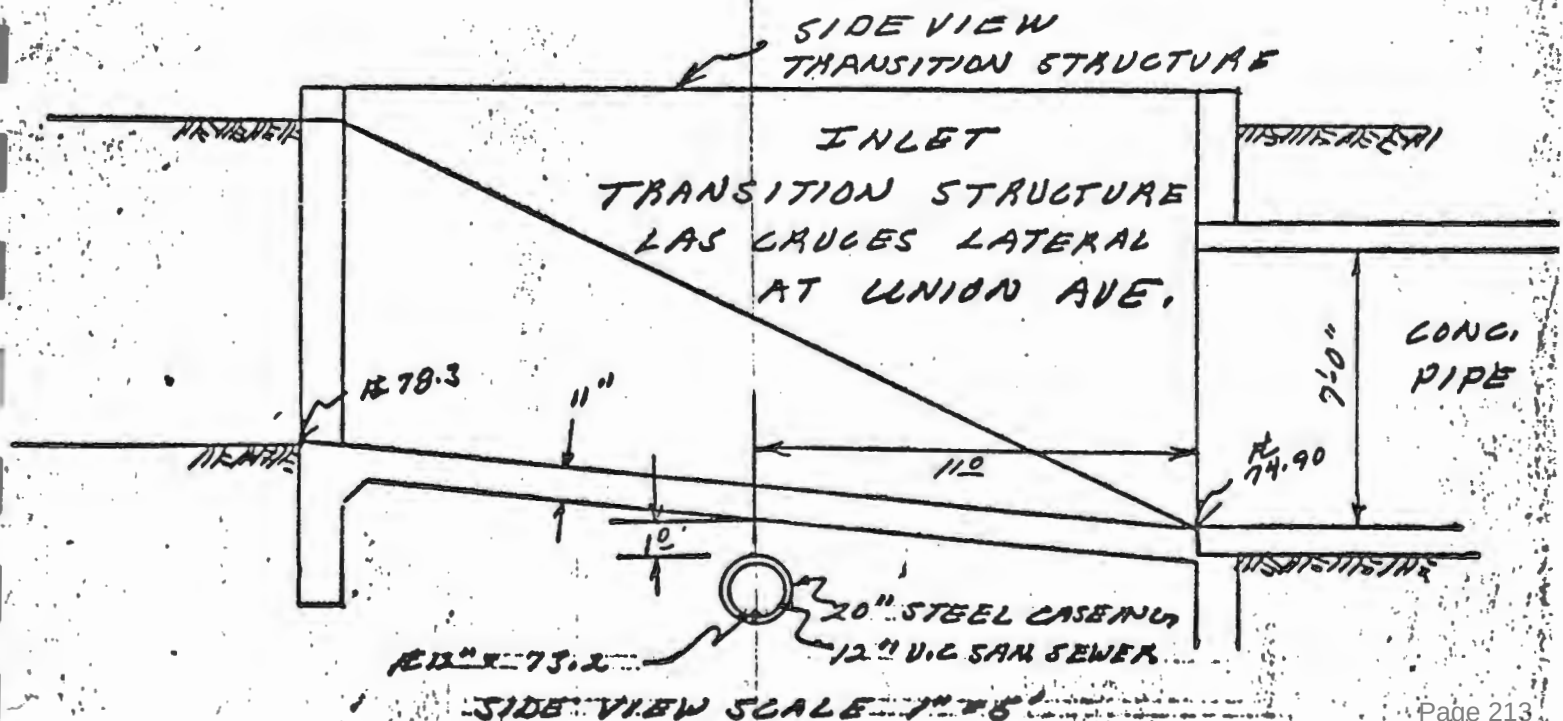
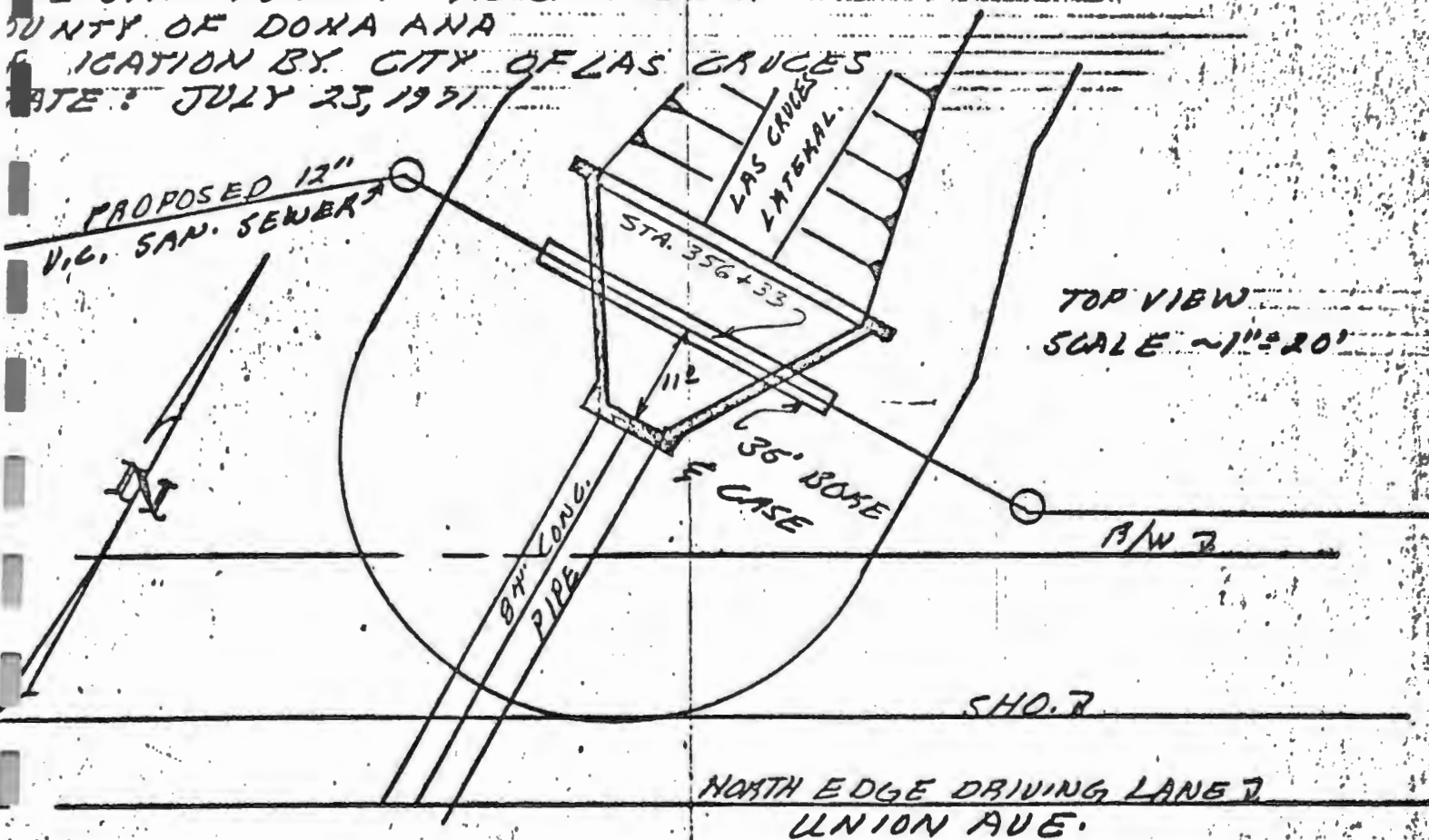


NOTE
 BORE & CASE 12"
 SEWER & 10" WATER.
 BORE 2" GAS ONLY

PROPOSED FACILITY

EXHIBIT A

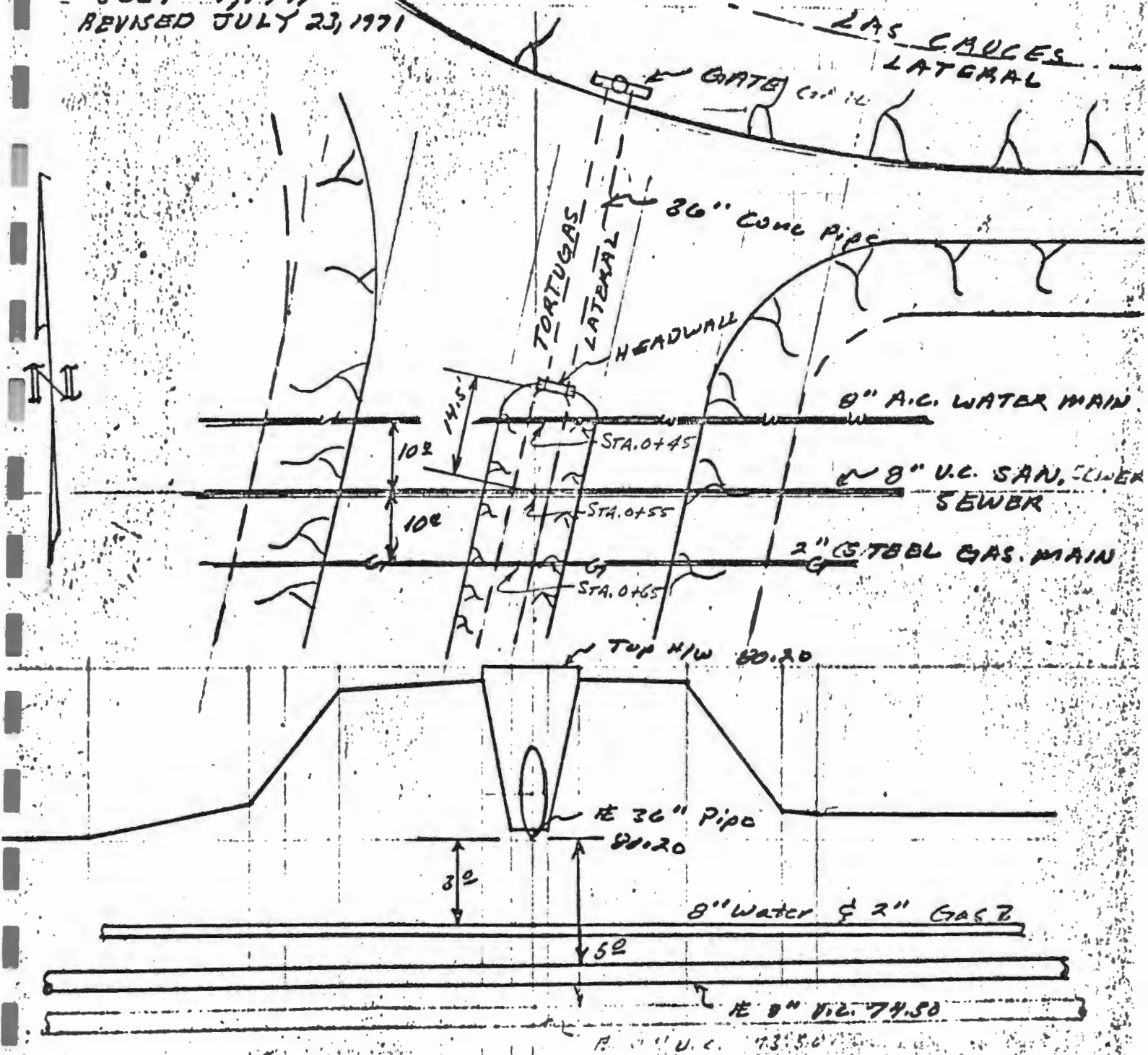
PROJECT: CITY - SAN SEWER EXTENSIONS
 PIPE STRUCTURE: 12" V.C. SAN. SEWER
 COUNTY OF DONA ANA
 LOCATION BY CITY OF LAS CRUCES
 DATE: JULY 23, 1951



PROPOSED FACILITY

EXHIBIT A

PROJECT: CITY WATER - SEWER & GAS EXTENSIONS
 THE STRUCTURE: 8" U.C. SAN SEWER - 8" A.C. WATER & 2" STEEL GAS
 CITY OF DONA ANA
 APPLICATION BY CITY OF LAS CRUCES
 JULY 7, 1971
 REVISED JULY 23, 1971

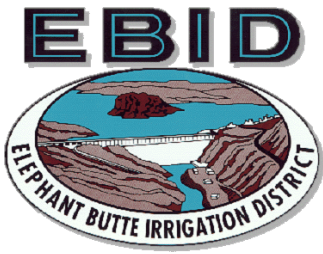


2" - ING NO. III

~SCALE~

1" = 20' HORIZ.

1" = 6' VERT.



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: 2026-134

License Number: 2026-L-100

Exhibits Attached: "A" AND "B"

(Place License Number on all exhibits)

Term:

From: AUGUST 12, 2026

To: AUGUST 12, 2036

Month Day Year

Licensee (Name and address)

CITY OF LAS CRUCES / UTILITIES DEPT.

680 N. MOTEL BLVD

LAS CRUCES, NM 88009

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

TO OPERATE AND MAINTAIN AN EXISTING BURIED SEWER PIPE CROSSING THE PARK DRAIN AT APPROXIMATE STATION 390+88 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

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

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- LICENSE RENEWAL: X-REFERENCE 14-06-503-1952
- 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.

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ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MANAGER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

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

DATE: AUGUST 12, 2026

Approved by EBID Board of Directors

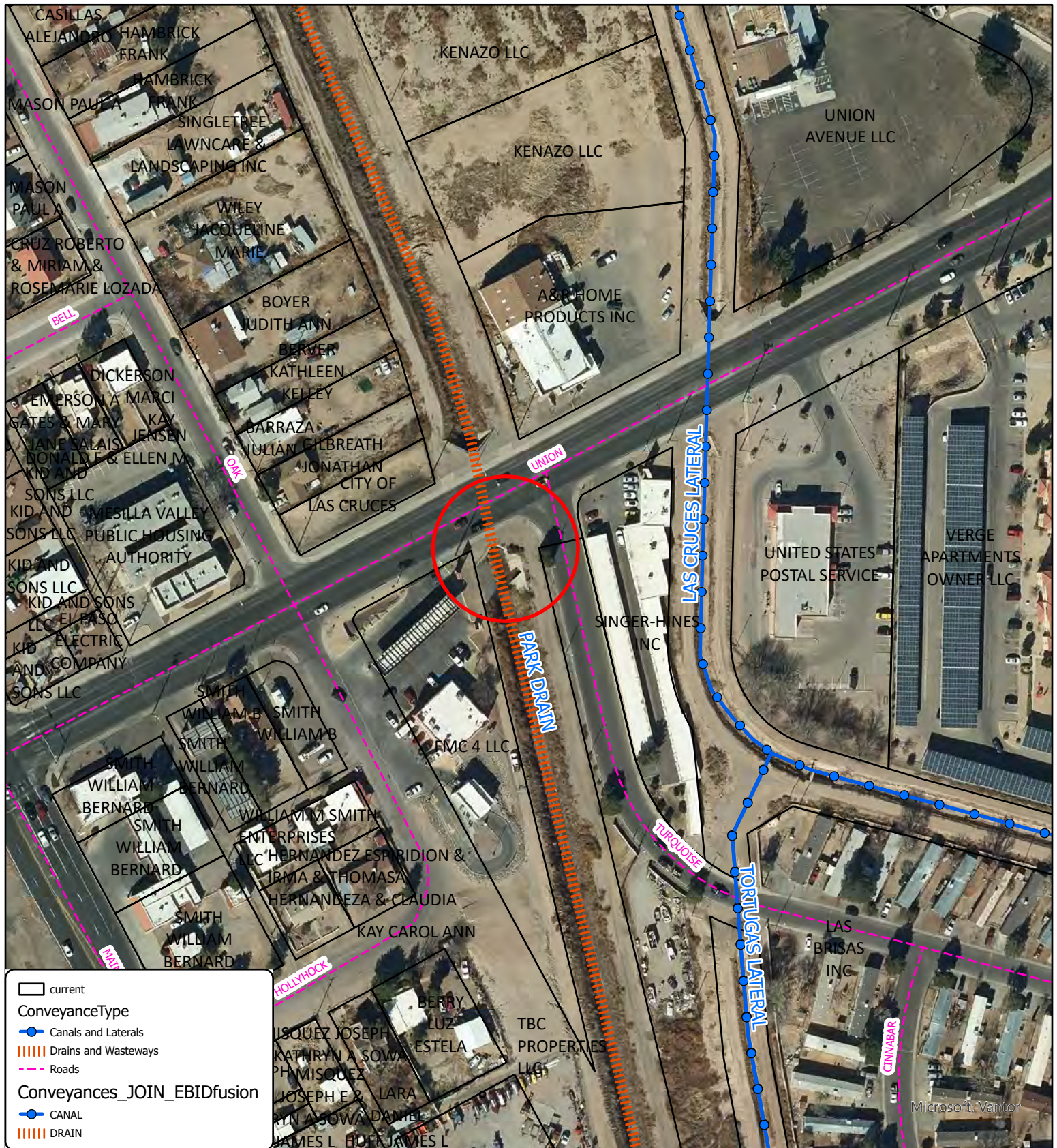
SIGNATURE/DATE:

Approved by EBID Engineer

SE1/4 NW1/4 SW1/4
SEC 29 T23S R2E
APPROX. EBID ROW 120'

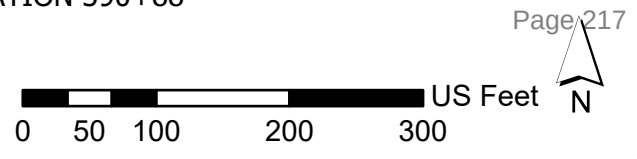


EXPLANATION	AUTHORITIES Compiled from Topographic and Location Surveys by the Bureau of Reclamation. Property Lines from the best information available (Private Survey Deeds, Notes, Etc. but without assurance that they are always accurate or valid).	SCALE T.35S. R.18E DATE 1959 REVISED	PROPERTY NUMBERS Project Section and a Property in the Sheet No. followed by Tract No. thus, I,172,II being the No. of this sheet. 72 being the Tract No. on this sheet. Dona Ana Co. Plat No. 712	BUREAU OF RECLAMATION RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT,	MESILLA VALLEY SHEET — 11 MESILLA PARK
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2026-L-100
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING BURIED SEWER PIPE CROSSING
THE PARK DRAIN AT APPROXIMATE STATION 390+88
EBID APPROX. ROW 120'



(FST081071)

Contract No. 14-06-503-1952

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRANDE PROJECT, NEW MEXICO-TEXAS

LICENSE AGREEMENT WITH THE CITY OF LAS CRUCES, NEW MEXICO,
FOR CONSTRUCTION AND MAINTENANCE OF WATER LINE, SANITARY
SEWER LINE, AND GAS LINE CROSSINGS OF THE PARK DRAIN, LAS
CRUCES LATERAL AND TORTUGAS LATERAL

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in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388),
and acts amendatory thereof and supplementary thereto, particularly
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UNITED STATES OF AMERICA, hereinafter referred to as "United States",
represented by the officer executing this agreement, hereinafter
termed "Contracting Officer", it being understood that the obliga-
tions of the United States hereunder relate only to the activities
of the Bureau of Reclamation, and the CITY OF LAS CRUCES, NEW MEXICO,
a municipal corporation duly organized and existing under and by
virtue of the laws of the State of New Mexico, hereinafter styled
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WITNESSETH THAT:

WHEREAS, Licensee at its sole expense desires to construct,
operate and maintain domestic water supply line, sanitary sewer line
and gas pipeline crossings of the Park Drain, Las Cruces Lateral and
Tortugas Lateral; and

WHEREAS, the granting and exercise of the license on
right-of-way of the United States in the manner and under the con-
ditions set forth will not be incompatible with the requirements of
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(FST081071)

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4. The "General Provisions -- License Agreements" (FST070271) attached hereto is hereby made a part of this license agreement the same as if it had been expressly set forth herein.

(FST081071)

IN WITNESS WHEREOF, the parties hereto have caused this license agreement to be executed as of the day and year first hereinabove written.

UNITED STATES OF AMERICA

By James W. Kirby
Project Superintendent
Rio Grande Project
Bureau of Reclamation

ATTEST:

Marcy E. Babnik
Deputy City Clerk

CITY OF LAS CRUCES, NEW MEXICO

By [Signature]
Mayor

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3. AGENTS RESERVED TO UNITED STATES. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passover, and egress from all of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.

4. LICENSE SUBJECT TO EXISTING RIGHTS. This license is subject to existing rights-of-way for highways, roads, canals, laterals, drains, ditches, pipelines, electrical transmission lines, telegraph and telephone lines, over any part of the described lands.

5. UNITED STATES HELD HARMLESS. a. The United States does not assume any liability and Licensee agrees to indemnify and hold the United States harmless for injury or damage to any persons or property that may arise during and in consequence of the use, occupancy, and enjoyment by Licensee of the license granted herein; or the design of, construction of, erection of, presence of, maintenance of, or failure to properly and safely construct, operate and maintain, use and occupy any and all of the structures and facilities aforesaid or any part thereof.

b. The Licensee further agrees that the United States, its officers, agents, and employees and its assigns, shall not be held liable for any damage to Licensee's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this license.

6. RELEASE FROM LIABILITY. The Licensee hereby releases the United States from liability for any and all loss or damage of every description or kind whatsoever, which may result to the Licensee from the construction, operation, and maintenance of Project works upon said land, provided that nothing in this agreement shall be construed as releasing the United States of its responsibility for its own negligence.

7. LICENSEE TO DEFEND TITLE. The Licensee shall defend the United States from any action which alleges that Licensee's use of Project right-of-way or facilities under this agreement is unlawful in any manner and further agrees to indemnify and hold the United States harmless from the decision in any such type of litigation.

8. INTERFERENCE PROHIBITED. The Licensee shall use, occupy, and maintain said facilities with all reasonable diligence and precaution to avoid damage to or obstruction of the irrigation and drainage facilities or other structures of the United States, or any interference in any way with the operation and maintenance of the same.

9. TERM OF LICENSE - TERMINATION. Nonuse of the licensed lands for any purpose for which this license is issued continuing at any time for a period of one (1) year, shall, at the option of the United States, work a termination of this agreement and of all rights of the Licensee hereunder, and termination shall in any event expire by limitation at the end of fifty (50) years from the date hereof. All rights granted to the Licensee under this agreement shall be subject to termination upon failure of Licensee to comply with the terms hereof.

10. REMOVAL OF FACILITIES. Unless otherwise approved by the United States, all facilities licensed under this agreement shall be removed by Licensee from the right-of-way of the United States within thirty (30) days after termination of this license at the sole expense of Licensee.

11. WARRANTY. The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

12. ASSIGNMENT. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

13. EQUAL OPPORTUNITY. During the performance of this contract, Licensee, hereinafter in this article termed "Contractor" agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

14. COVENANT AGAINST CONTINGENT FEES. The Licensee warrants that no person or agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Licensee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to require Licensee to pay, in addition to the contract consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

15. OFFICIALS NOT TO BENEFIT. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

16. Water Pollution Control. The licensee shall comply fully with all applicable State and Federal laws, orders, and regulations as administered by appropriate authorities concerning the pollution of streams, reservoirs, groundwater, or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants.

EXHIBIT A

AREA LOCATION

PROPOSED WATER-SEWER AND
GAS UTILITY CROSSINGS

CROSSING NUMBER I - PARK DRAIN

CROSSING NUMBER II - LAS CRUCES LAT

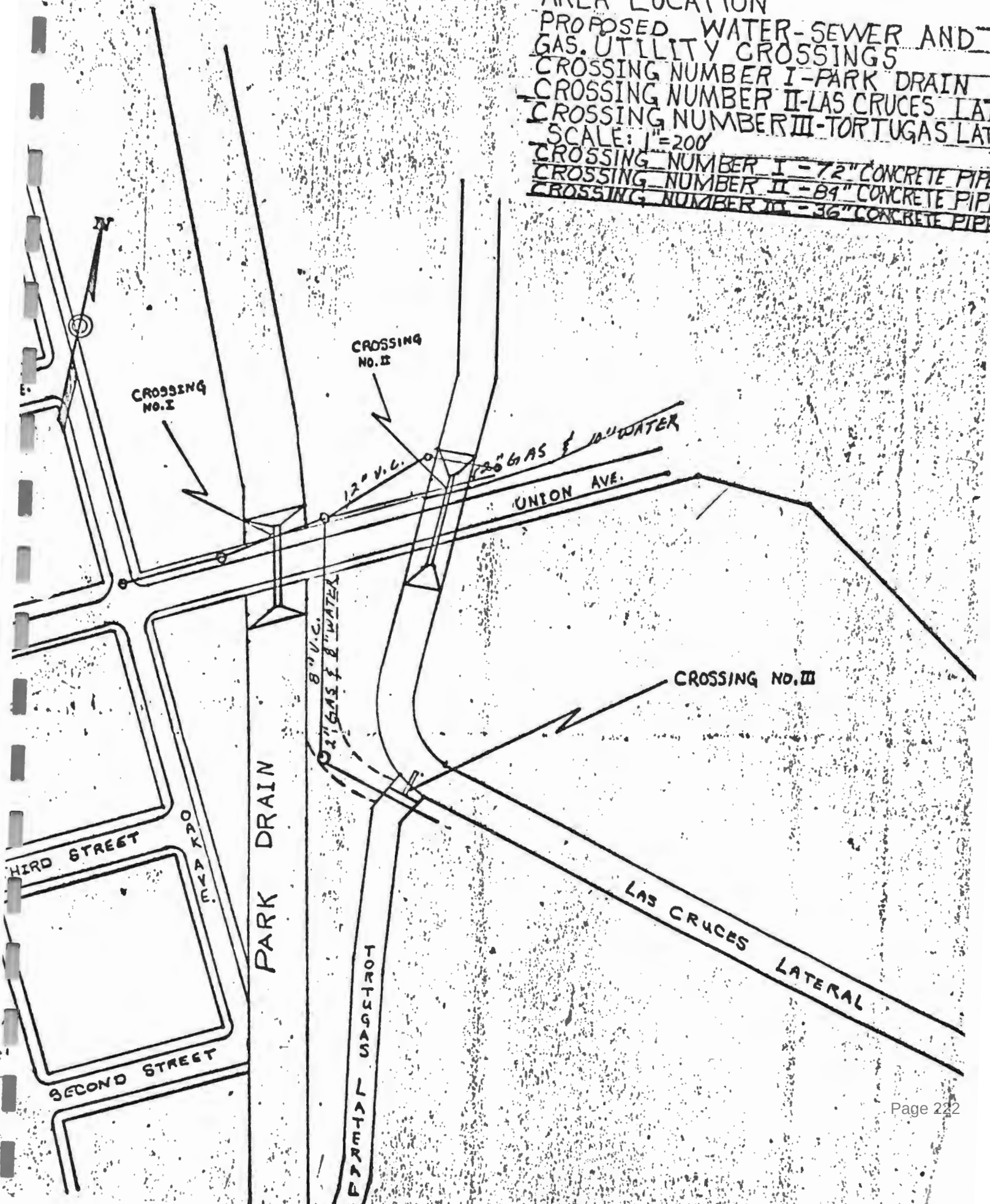
CROSSING NUMBER III - TORTUGAS LAT

SCALE: 1"=200'

CROSSING NUMBER I - 72" CONCRETE PIPE

CROSSING NUMBER II - 84" CONCRETE PIPE

CROSSING NUMBER III - 36" CONCRETE PIPE



PROPOSED FACILITY

EXHIBIT A

PROJECT: CITY WATER - SEWER & GAS EXTENSIONS

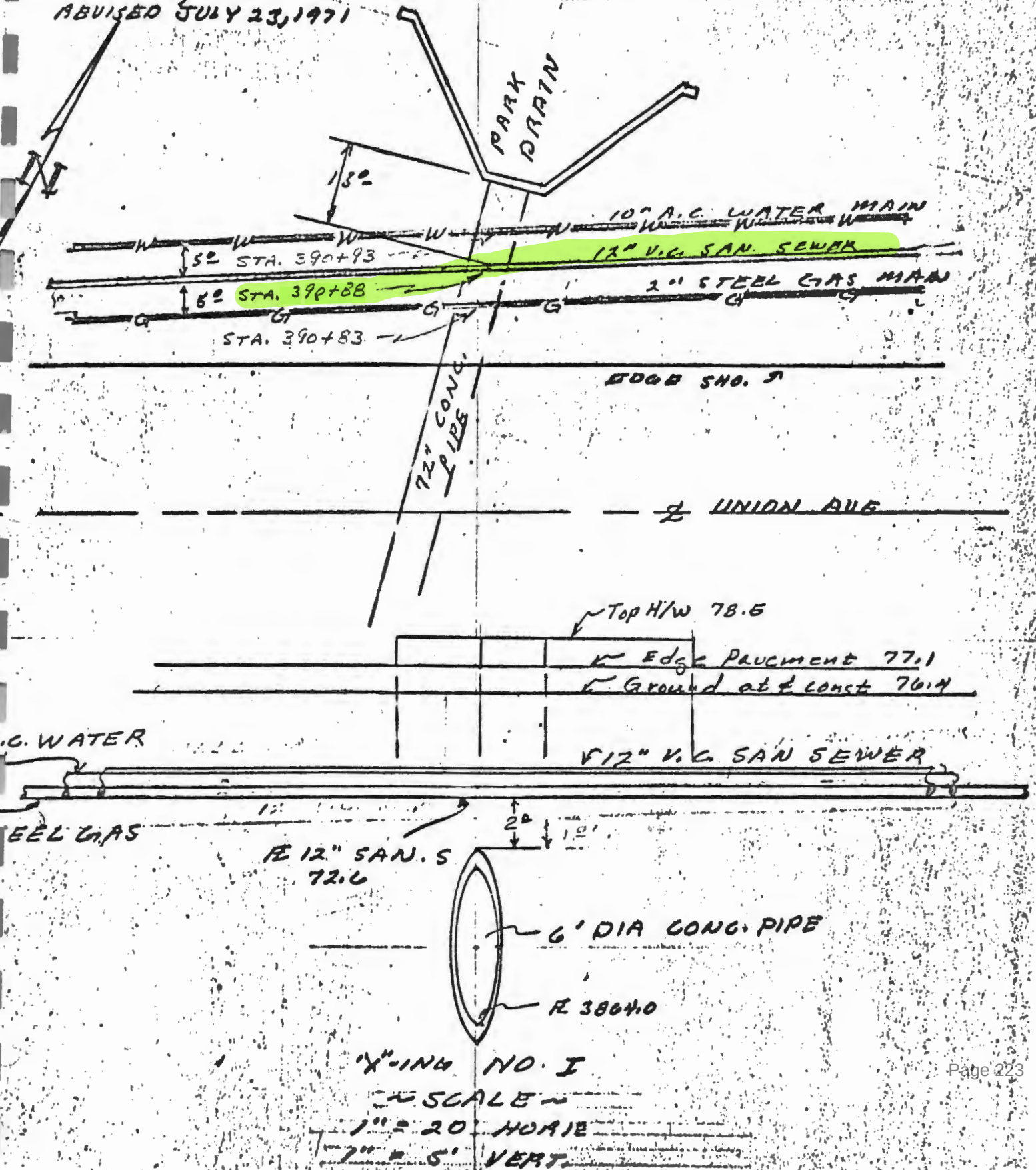
STRUCTURE: 12" V.C. SAN. SEWER - 10" A.C. WATER MAIN - 2" STEEL GAS

CITY OF DONA ANA

DESIGNATION BY: CITY OF LAS ANGELES

JULY 7, 1971

REVISIO JULY 23, 1971

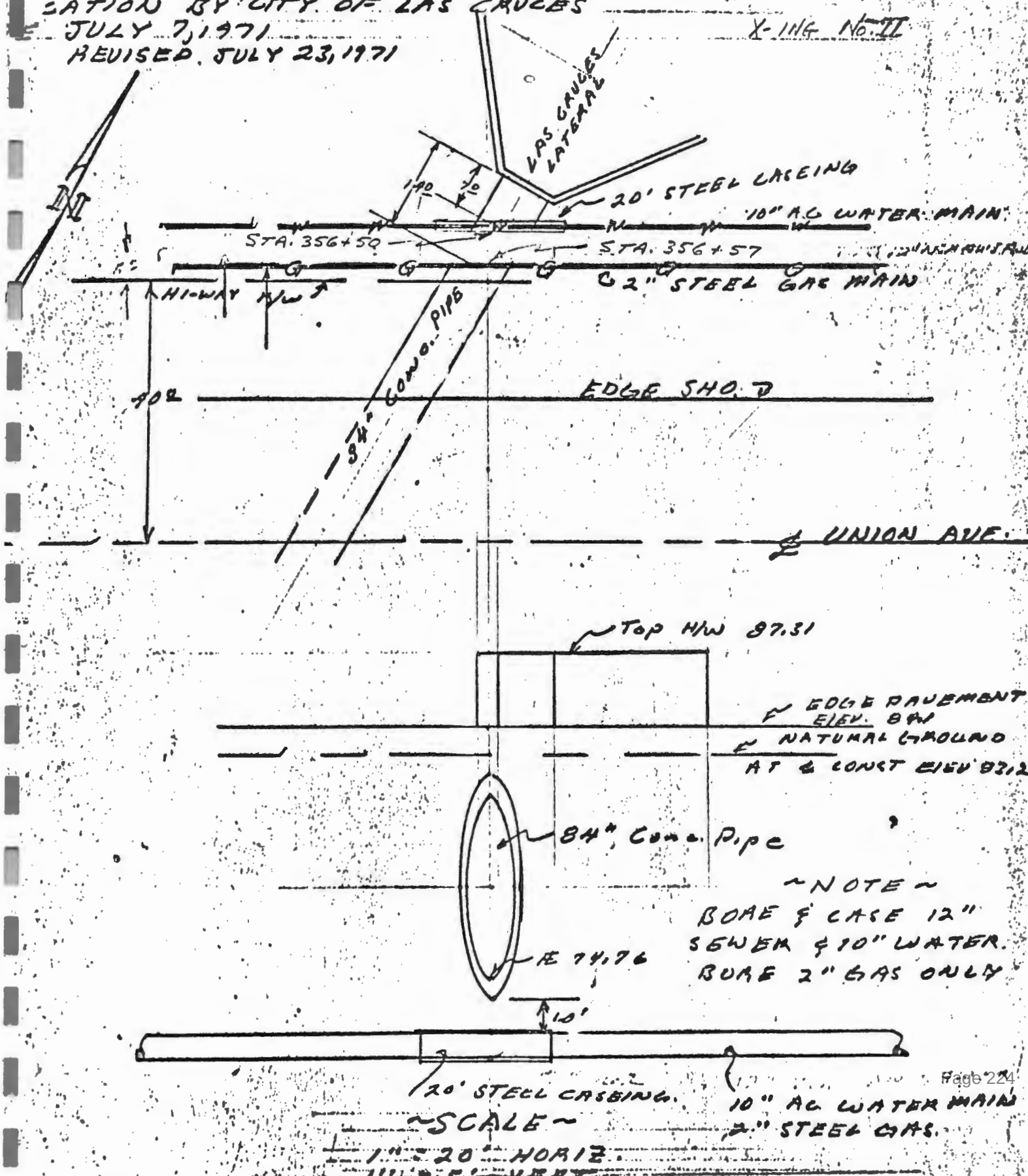


PROPOSED FACILITY

EXHIBIT A

PROJECT: CITY WATER & GAS EXTENSIONS
 STRUCTURE: 2" STEEL GAS - 10" AG. WATER - 2" STEEL GAS
 CITY OF: DONA ANA
 LOCATION BY CITY OF LAS CRUCES
 DATE: JULY 7, 1971
 REVISED: JULY 23, 1971

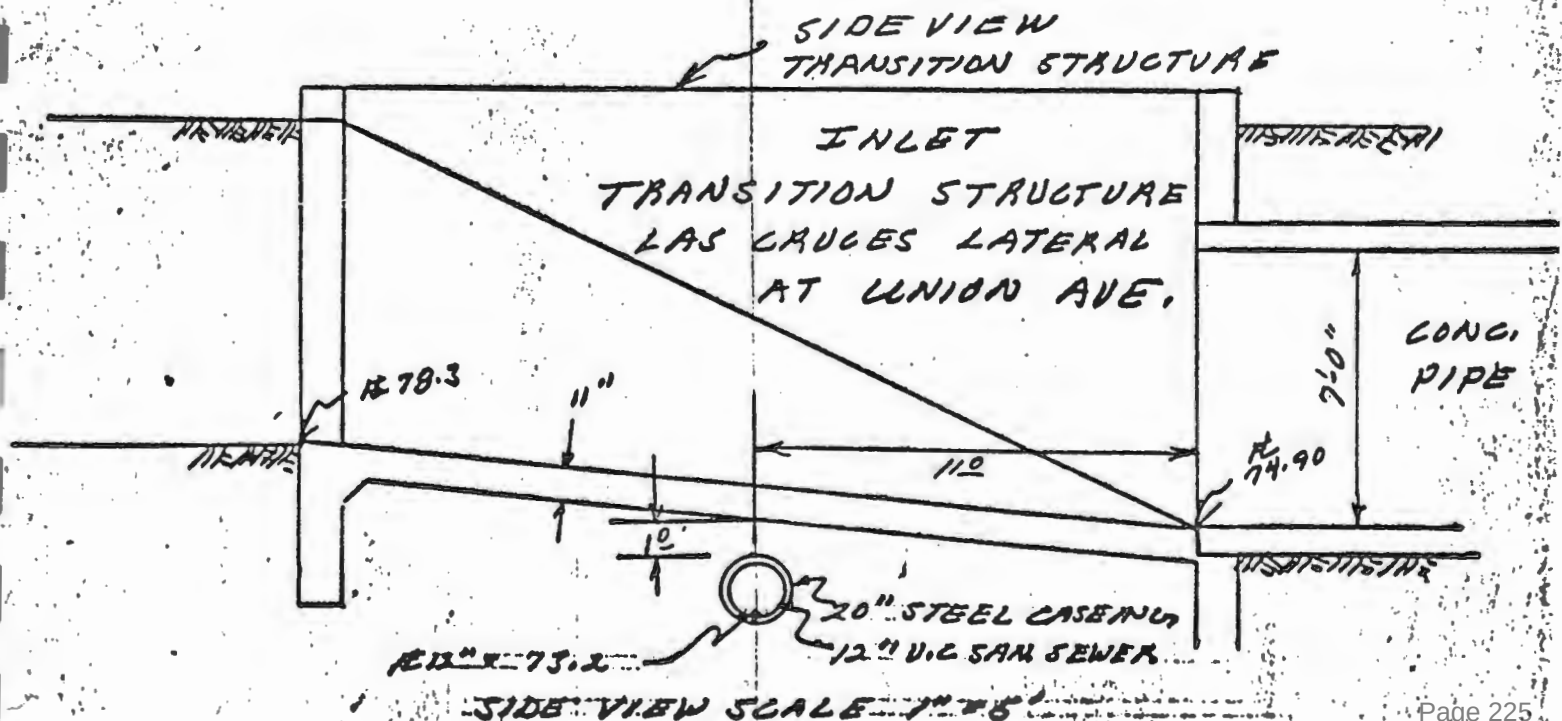
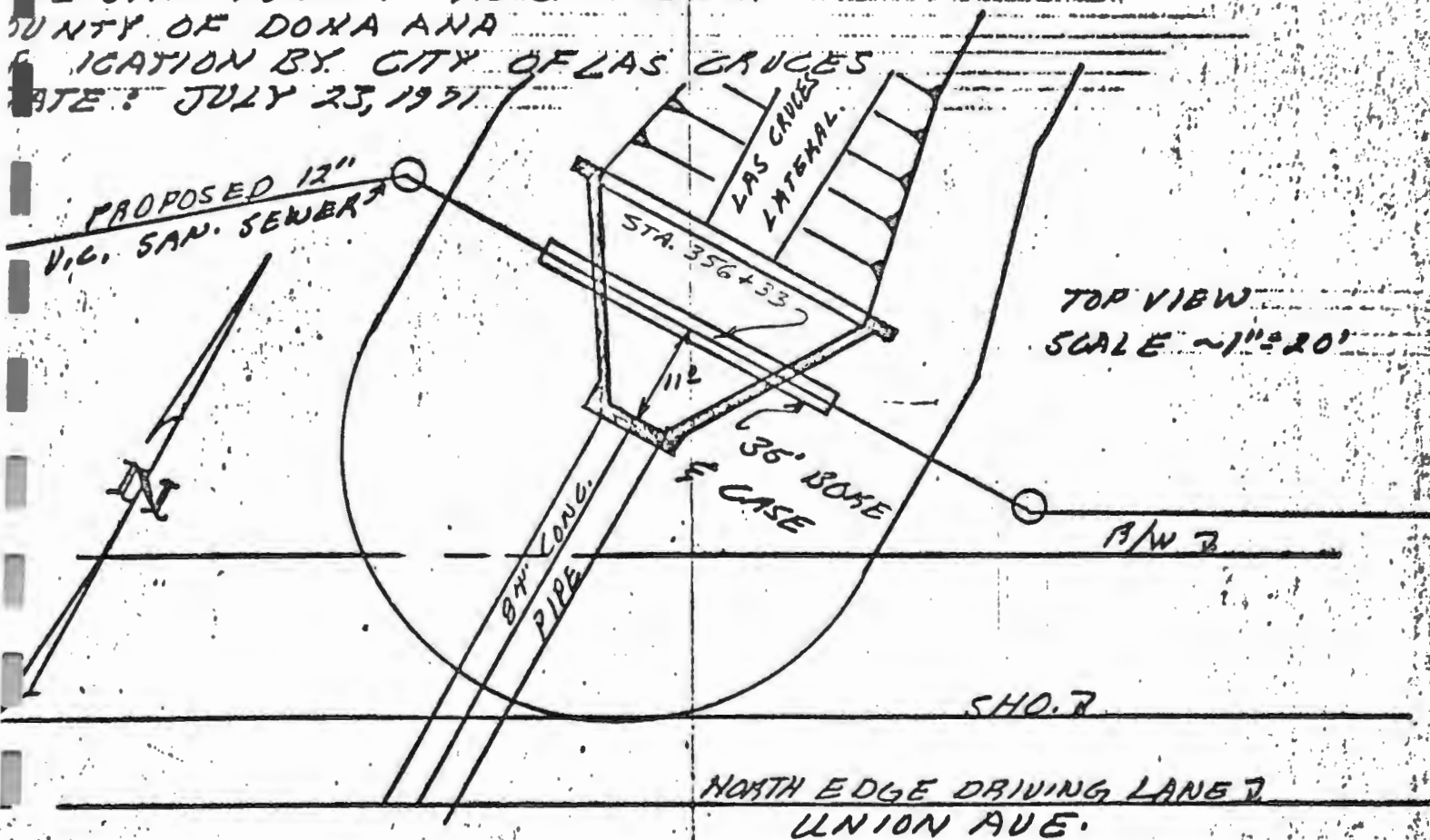
X-ING No. II



PROPOSED FACILITY

EXHIBIT A

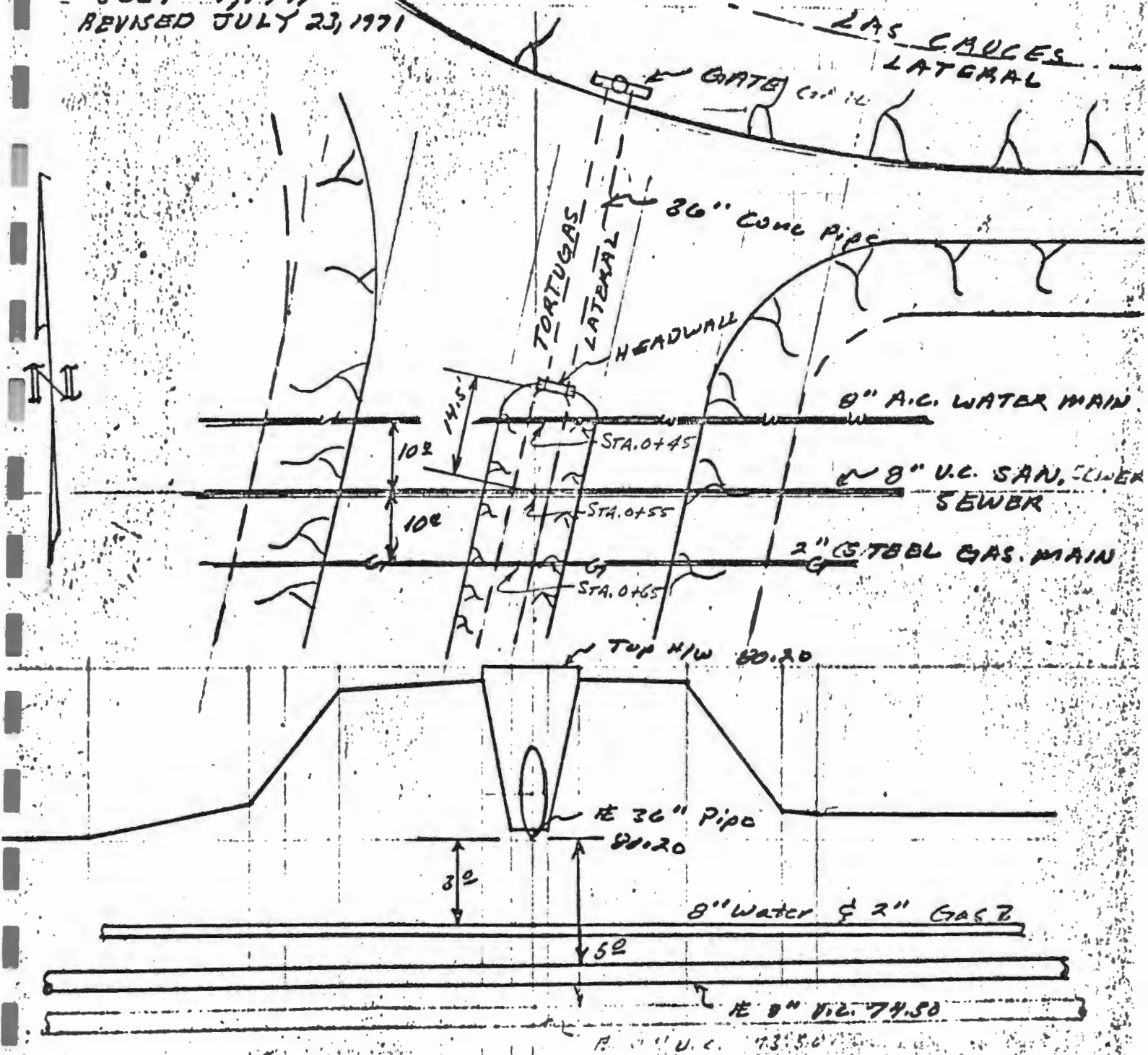
PROJECT: CITY - SAN SEWER EXTENSIONS
PIPE STRUCTURE: 12" V.C. SAN. SEWER
COUNTY OF DONA ANA
LOCATION BY CITY OF LAS CRUCES
DATE: JULY 23, 1951



PROPOSED FACILITY

EXHIBIT A

PROJECT: CITY WATER - SEWER & GAS EXTENSIONS
 STRUCTURE: 8" U.C. SAN SEWER - 8" A.C. WATER & 2" STEEL GAS
 CITY OF DONA ANA
 APPLICATION BY CITY OF LAS CRUCES
 JULY 7, 1971
 REVISED JULY 23, 1971

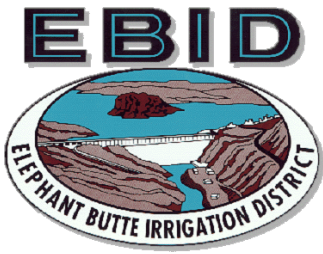


2" - ING NO. III

~SCALE~

1" = 20' HORIZ.

1" = 6' VERT.



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: 2026-135

License Number: 2026-L-101

Exhibits Attached: "A" AND "B"

(Place License Number on all exhibits)

Term:

From: AUGUST 12, 2026

To: AUGUST 12, 2036

Month Day Year

Licensee (Name and address)

CITY OF LAS CRUCES / UTILITIES DEPT.

680 N. MOTEL BLVD

LAS CRUCES, NM 88009

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

TO OPERATE AND MAINTAIN AN EXISTING BURIED GAS LINE CROSSING THE PARK DRAIN AT APPROXIMATE STATION 390+83 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

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

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

- LICENSE RENEWAL: X-REFERENCE 14-06-503-1952
- 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: AUGUST 12, 2026

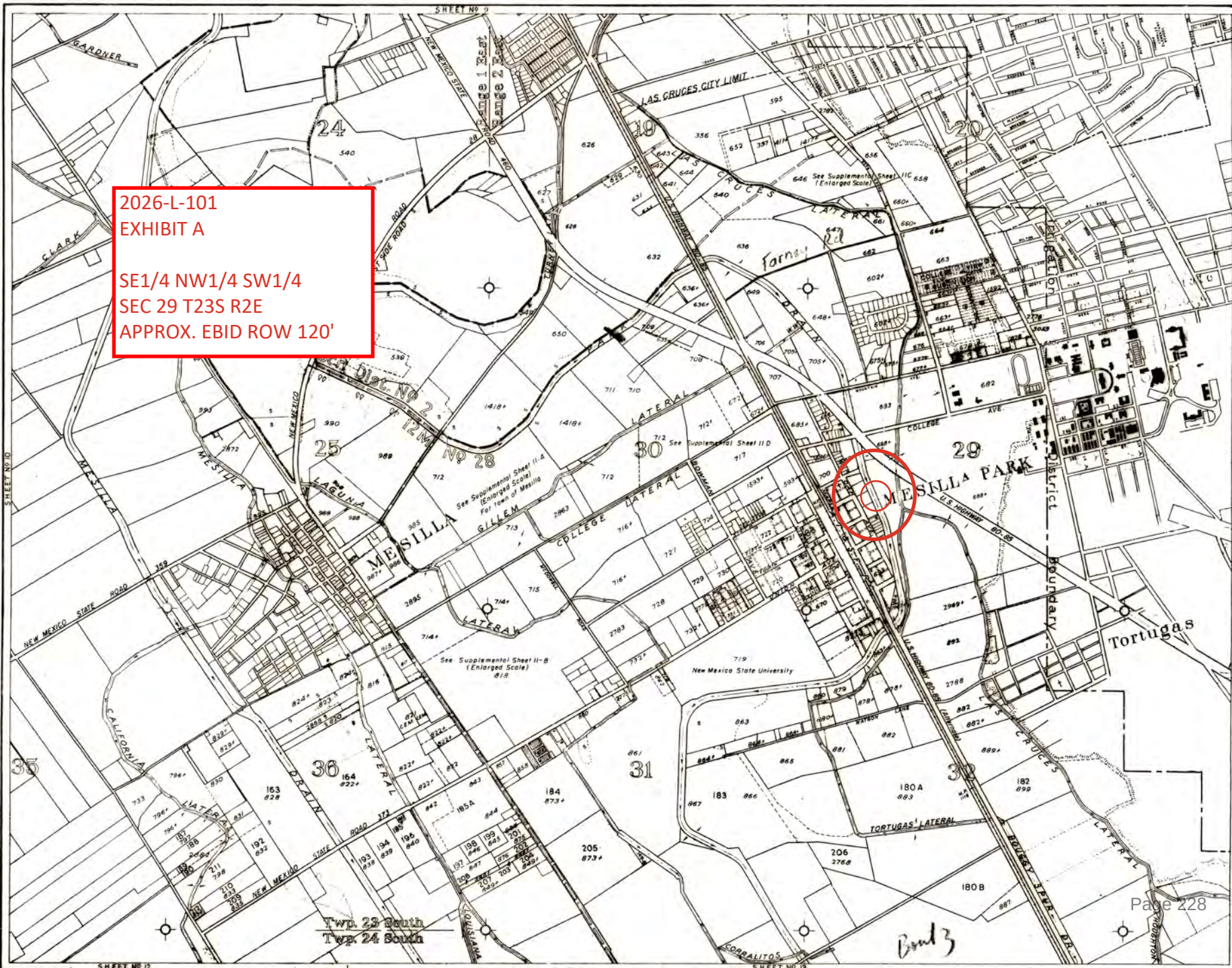
Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer

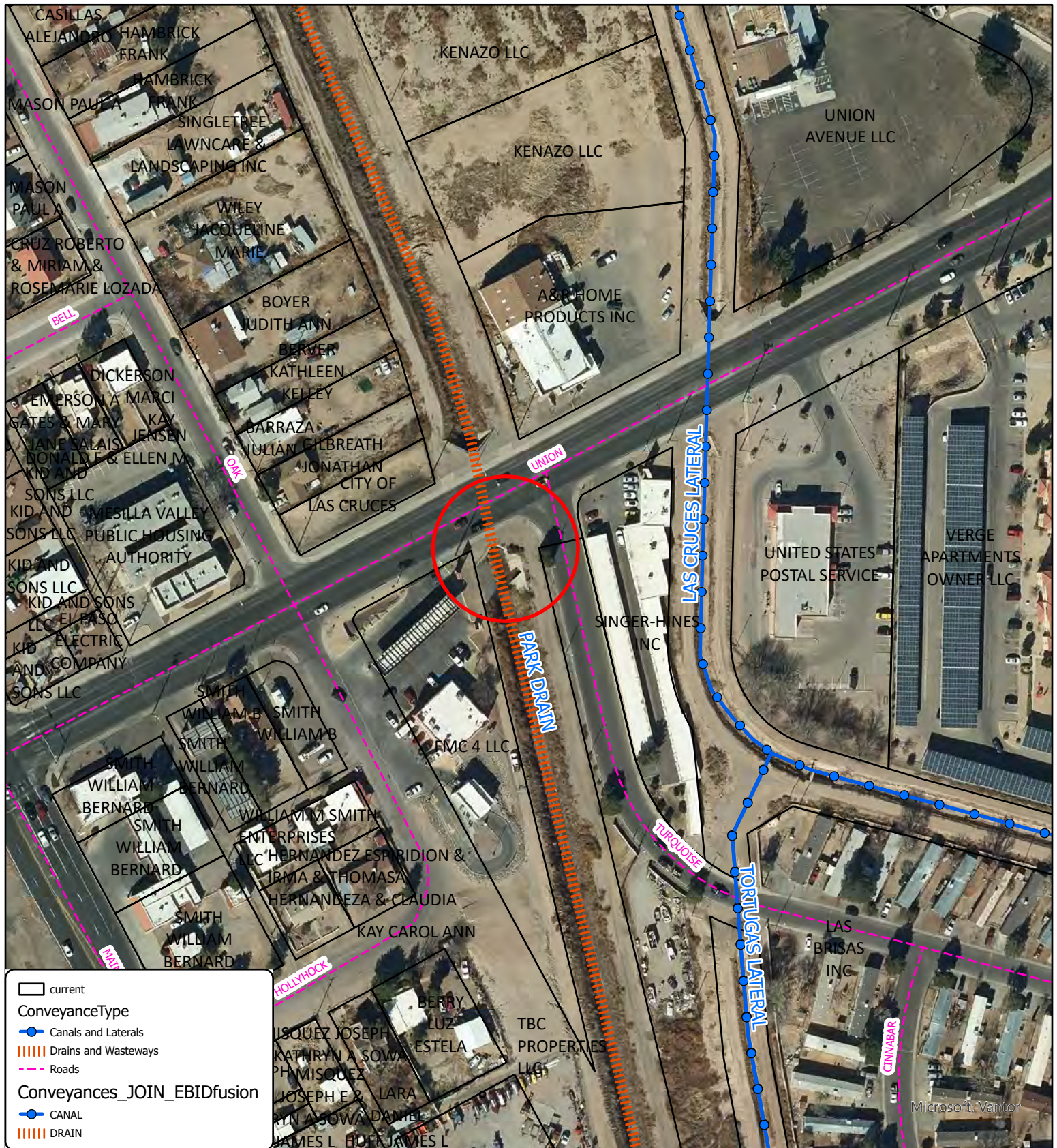
2026-L-101
EXHIBIT A

SE1/4 NW1/4 SW1/4
SEC 29 T23S R2E
APPROX. EBID ROW 120'



Page 228

EXPLANATION		AUTHORITIES	SCALE	PROPERTY NUMBERS	BUREAU OF RECLAMATION RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT,	MESILLA VALLEY SHEET — 11 MESILLA PARK
Canals	Leaves					
Suspended Areas	Roads	Compiled from Topographic and Location Surveys by the Bureau of Reclamation. Property lines are from the best information available (reference to these areas is for information only and no assurance that they are correct is made or valid).	0 500 1000 1500 2000 T 23S. R 182E. DATE 1959 REVISED	Project Serial No. of a Property Map is followed by the sheet No. of this map. Thus, IL 72, II being the No. of this sheet, 72 being the sheet No. on this sheet. 72 being the sheet No. on this sheet. 72 being the sheet No. on this sheet.		
Various Classifications	High Land Valley Land					



2026-L-101
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING BURIED GAS LINE CROSSING THE
PARK DRAIN AT APPROXIMATE STATION 390+83
EBID APPROX. ROW 120'



(FST081071)

Contract No. 14-06-503-1952

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRANDE PROJECT, NEW MEXICO-TEXAS

LICENSE AGREEMENT WITH THE CITY OF LAS CRUCES, NEW MEXICO,
FOR CONSTRUCTION AND MAINTENANCE OF WATER LINE, SANITARY
SEWER LINE, AND GAS LINE CROSSINGS OF THE PARK DRAIN, LAS
CRUCES LATERAL AND TORTUGAS LATERAL

THIS AGREEMENT, made this 23rd day of September, 1971,
in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388),
and acts amendatory thereof and supplementary thereto, particularly
the Reclamation Project Act of 1939 (53 Stat. 1187), between the
UNITED STATES OF AMERICA, hereinafter referred to as "United States",
represented by the officer executing this agreement, hereinafter
termed "Contracting Officer", it being understood that the obliga-
tions of the United States hereunder relate only to the activities
of the Bureau of Reclamation, and the CITY OF LAS CRUCES, NEW MEXICO,
a municipal corporation duly organized and existing under and by
virtue of the laws of the State of New Mexico, hereinafter styled
"Licensee".

WITNESSETH THAT:

WHEREAS, Licensee at its sole expense desires to construct,
operate and maintain domestic water supply line, sanitary sewer line
and gas pipeline crossings of the Park Drain, Las Cruces Lateral and
Tortugas Lateral; and

WHEREAS, the granting and exercise of the license on
right-of-way of the United States in the manner and under the con-
ditions set forth will not be incompatible with the requirements of
the United States for the operation and maintenance of the irrigation
facilities of the Federal Rio Grande Reclamation Project.

NOW, THEREFORE, the parties hereto agree as follows:

(FST081071)

1. For and upon payment of the consideration hereinafter stated, the United States, to the extent of its interest therein, hereby grants to Licensee permission for a period of fifty (50) years from the date hereof to construct, operate and maintain a 10-inch domestic water line crossing of Park Drain at Station 390+93, a 12-inch sanitary sewer line crossing of Park Drain at Station 390+88, and a 2-inch gas line crossing of Park Drain at Station 390+83; a 10-inch domestic water line crossing of Las Cruces Lateral at Station 356+50, a 12-inch sanitary sewer line crossing of Las Cruces Lateral at Station 356+33, and a 2-inch gas line crossing of Las Cruces Lateral at Station 356+57; and an 8-inch domestic water line crossing of Tortugas Lateral at Station 0+45, an 8-inch sanitary sewer line crossing of Tortugas Lateral at Station 0+55, and a 2-inch gas line crossing of Tortugas Lateral at Station 0+65, all as more specifically located and shown on Exhibit A, Sheets 1 through 5, thereof, attached hereto and by this reference made a part hereof.

2. Licensee agrees to bear the cost to the United States of issuing and administering this license agreement, including the cost of inspection of construction. To this end Licensee will, upon execution of this agreement by the parties, pay to the United States the sum of Two Hundred and Ten Dollars (\$210.00) of which \$50.00 is for issuing and administering this license and \$160.00 is the estimated cost of inspection of construction work. In the event the actual cost to the United States of inspection of construction work exceeds \$160.00, Licensee agrees to pay the excess cost. In the event the actual cost to the United States of inspection and construction is less than \$160.00, the United States will reimburse Licensee the excess of the advancement over actual cost of construction inspection.

3. Construction shall be accomplished at such time or times as will not interfere with the use of the Rio Grande Project facilities as determined by the Project Superintendent or his authorized representative prior to commencement of construction.

4. The "General Provisions -- License Agreements" (FST070271) attached hereto is hereby made a part of this license agreement the same as if it had been expressly set forth herein.

(FST081071)

IN WITNESS WHEREOF, the parties hereto have caused this license agreement to be executed as of the day and year first hereinabove written.

UNITED STATES OF AMERICA

By James W. Kirby
Project Superintendent
Rio Grande Project
Bureau of Reclamation

ATTEST:

Marcy E. Babnik
Deputy City Clerk

CITY OF LAS CRUCES, NEW MEXICO

By [Signature]
Mayor

GENERAL PROVISIONS -- LICENSE AGREEMENTS

1. **RIGHTS RESERVED IN UNITED STATES.** There is reserved to the United States and its assigns the prior right to use any of the lands herein described to construct, operate and maintain structures and facilities including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephone and telegraph lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

2. **LICENSEE RESPONSIBLE FOR CHARGES.** The Licensee further agrees that if the construction of any or all of such structures and facilities across, over or upon said lands should be made more expensive by reason of the existence of improvements or works of Licensee thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty (30) days after demand is made upon the Licensee for payment of any such sums, Licensee will make payment thereof to the United States or any of its assigns constructing such structures and facilities on said lands. As an alternate to payment, Licensee, at its sole cost and expense and within the time limits established by the United States, may remove or adapt facilities constructed and operated by it on said lands to accommodate the aforementioned structures and facilities of the United States. The Licensee shall bear the cost to the United States occasioned by the failure of Licensee to remove or adapt its facilities within the time limits specified.

3. **AGENTS RESERVED TO UNITED STATES.** There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passover, and egress from all of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.

4. **LICENSE SUBJECT TO EXISTING RIGHTS.** This license is subject to existing rights-of-way for highways, roads, canals, laterals, drains, ditches, pipelines, electrical transmission lines, telegraph and telephone lines, over any part of the described lands.

5. **UNITED STATES HELD HARMLESS.** a. The United States does not assume any liability and Licensee agrees to indemnify and hold the United States harmless for injury or damage to any persons or property that may arise during and in consequence of the use, occupancy, and enjoyment by Licensee of the license granted herein; or the design of, construction of, erection of, presence of, maintenance of, or failure to properly and safely construct, operate and maintain, use and occupy any and all of the structures and facilities aforesaid or any part thereof.

b. The Licensee further agrees that the United States, its officers, agents, and employees and its assigns, shall not be held liable for any damage to Licensee's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this license.

6. **RELEASE FROM LIABILITY.** The Licensee hereby releases the United States from liability for any and all loss or damage of every description or kind whatsoever, which may result to the Licensee from the construction, operation, and maintenance of Project works upon said land, provided that nothing in this agreement shall be construed as releasing the United States from its responsibility for its own negligence.

7. **LICENSEE TO DEFEND TITLE.** The Licensee shall defend the United States from any action which alleges that Licensee's use of Project right-of-way or facilities under this agreement is unlawful in any manner and further agrees to indemnify and hold the United States harmless from the decision in any such type of litigation.

8. **INTERFERENCE PROHIBITED.** The Licensee shall use, occupy, and maintain said facilities with all reasonable diligence and precaution to avoid damage to or obstruction of the irrigation and drainage facilities or other structures of the United States, or any interference in any way with the operation and maintenance of the same.

9. **TERM OF LICENSE - TERMINATION.** No use of the licensed lands for any purpose for which this license is issued continuing at any time for a period of one (1) year, shall, at the option of the United States, work a termination of this agreement and of all rights of the Licensee hereunder, and termination shall in any event expire by limitation at the end of fifty (50) years from the date hereof. All rights granted to the Licensee under this agreement shall be subject to termination upon failure of Licensee to comply with the terms hereof.

10. **REMOVAL OF FACILITIES.** Unless otherwise approved by the United States, any facilities licensed under this agreement shall be removed by Licensee from the right-of-way of the United States within thirty (30) days after termination of this license at the sole expense of Licensee.

11. **WARRANTY.** The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

12. **ASSIGNMENT.** This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

13. **EQUAL OPPORTUNITY.** During the performance of this contract, Licensee, hereinafter in this article termed "Contractor" agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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14. **COVENANT AGAINST CONTINGENT FEES.** The Licensee warrants that no person or agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Licensee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to require Licensee to pay, in addition to the contract consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

15. **OFFICIALS NOT TO BENEFIT.** No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

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PROPOSED WATER-SEWER AND
GAS UTILITY CROSSINGS

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CROSSING NUMBER II - LAS CRUCES LAT

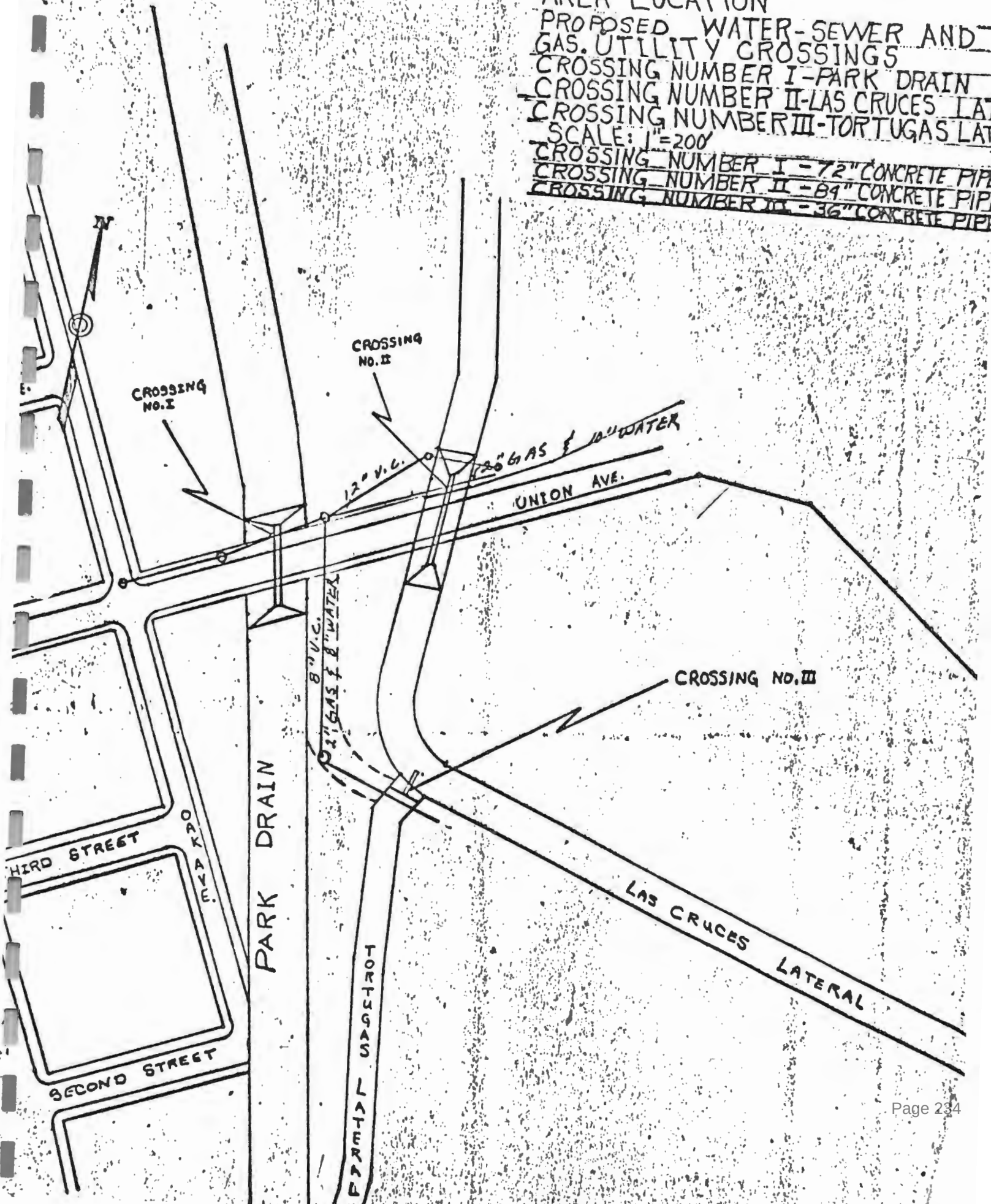
CROSSING NUMBER III - TORTUGAS LAT

SCALE: 1"=200'

CROSSING NUMBER I - 72" CONCRETE PIPE

CROSSING NUMBER II - 84" CONCRETE PIPE

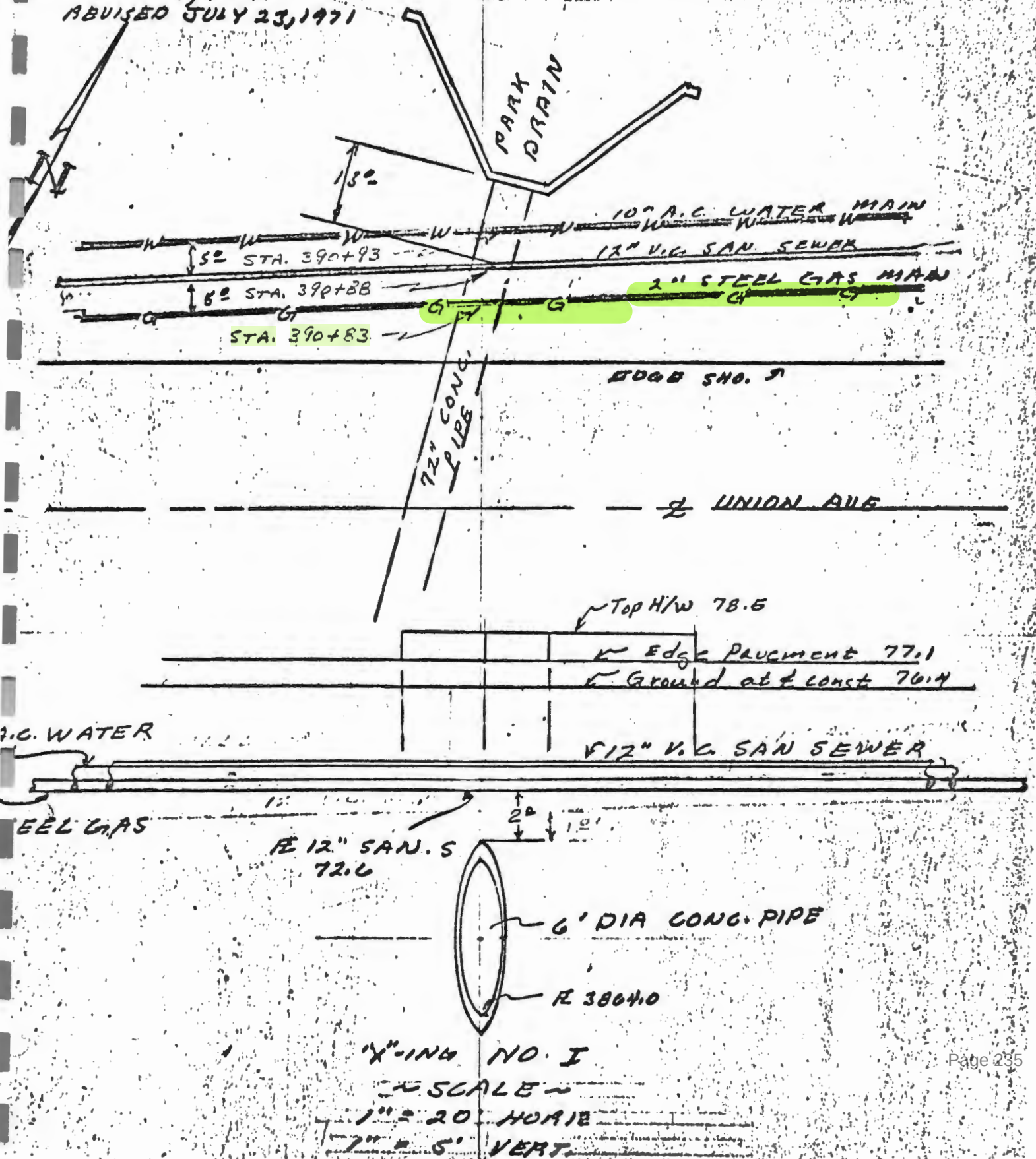
CROSSING NUMBER III - 36" CONCRETE PIPE



PROPOSED FACILITY

EXHIBIT A

PROJECT: CITY WATER - SEWER & GAS EXTENSIONS
 STRUCTURE: 12" V.C. SAN. SEWER - 10" A.C. WATER MAIN - 2" STEEL GAS
 CITY OF DONA ANA
 DESIGNATION BY: CITY OF LAS CAJAS
 JULY 7, 1971
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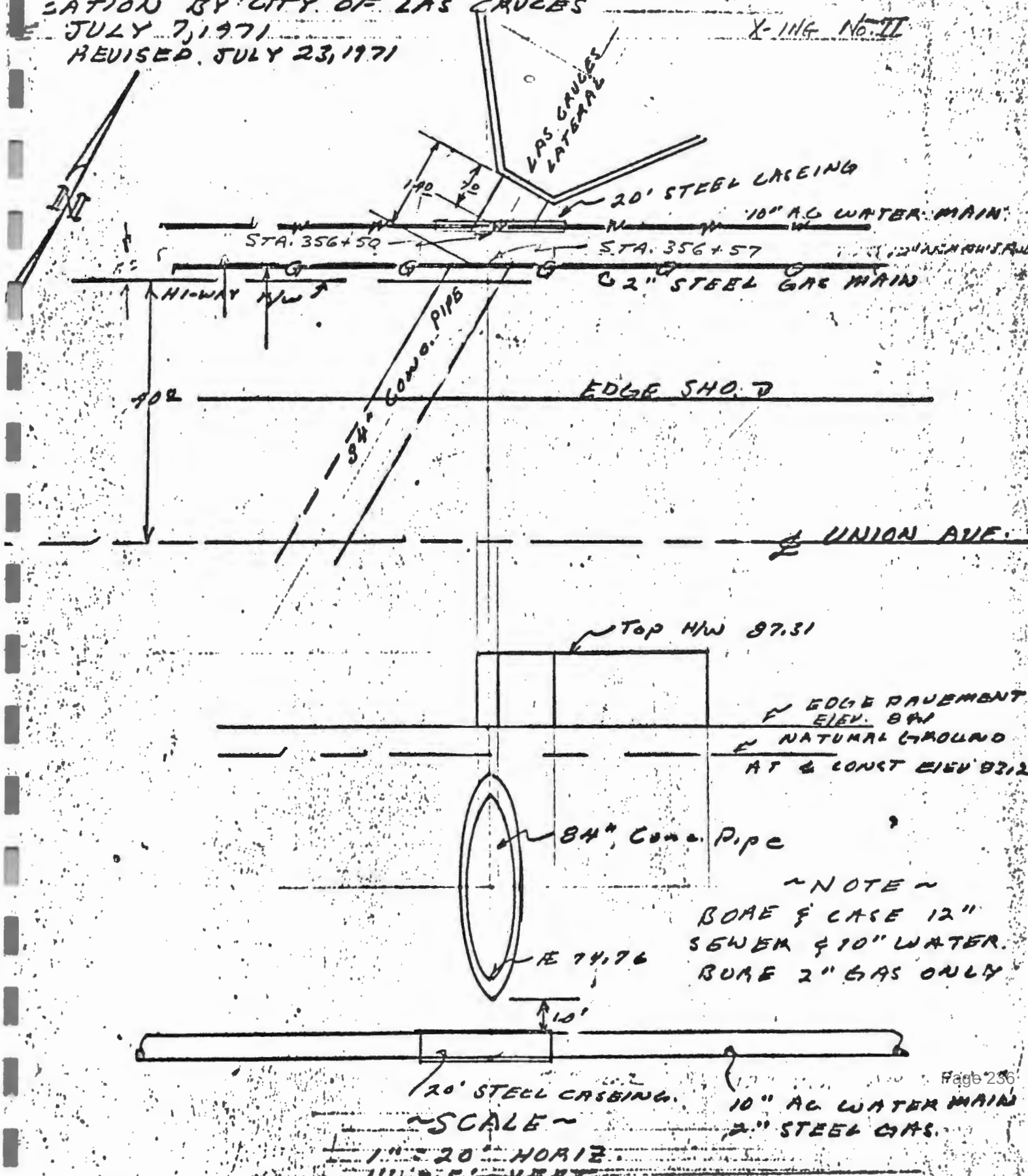


PROPOSED FACILITY

EXHIBIT A

PROJECT: CITY WATER & GAS EXTENSIONS
 STRUCTURE: 2" STEEL GAS - 10" AC. WATER - 2" STEEL GAS
 CITY OF: DONA ANA
 LOCATION BY CITY OF LAS CRUCES
 DATE: JULY 7, 1971
 REVISED: JULY 23, 1971

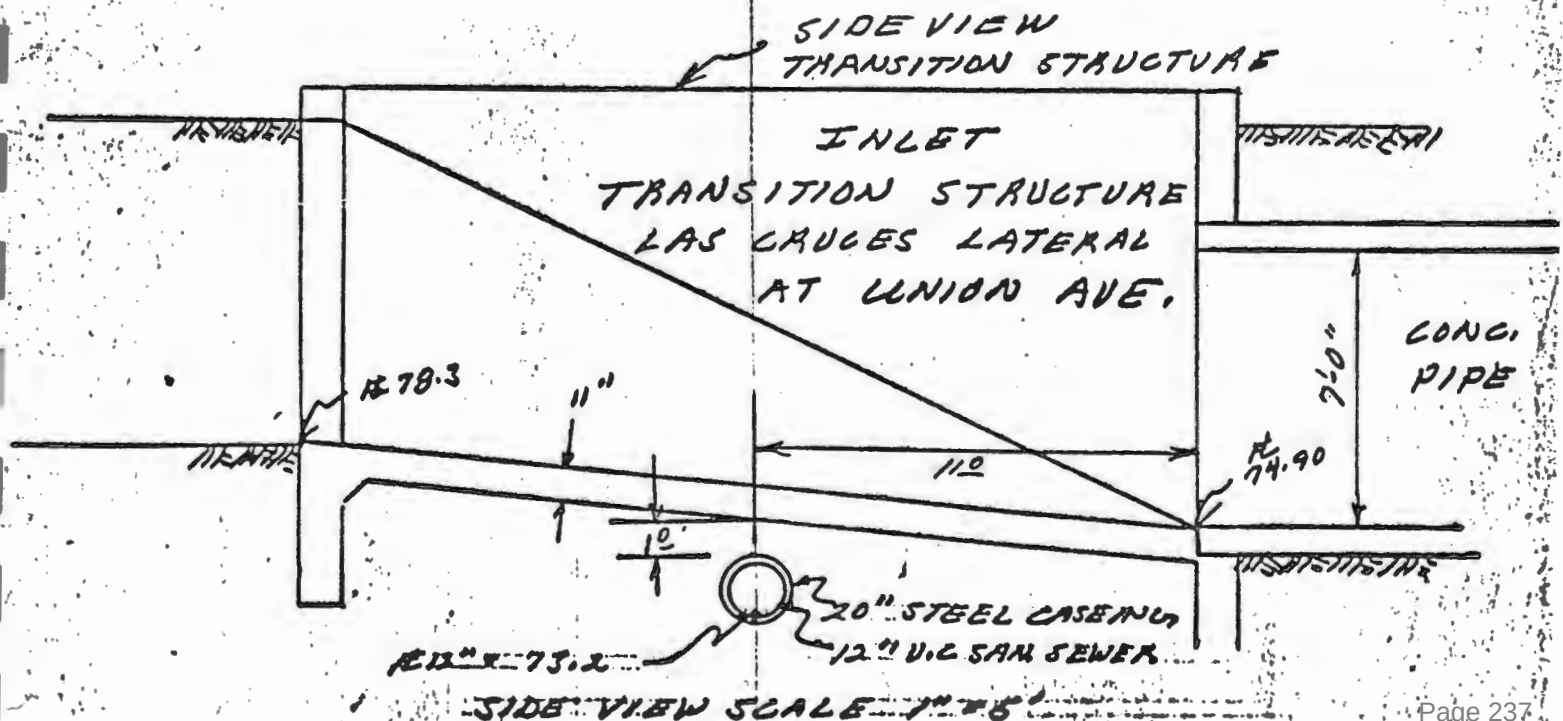
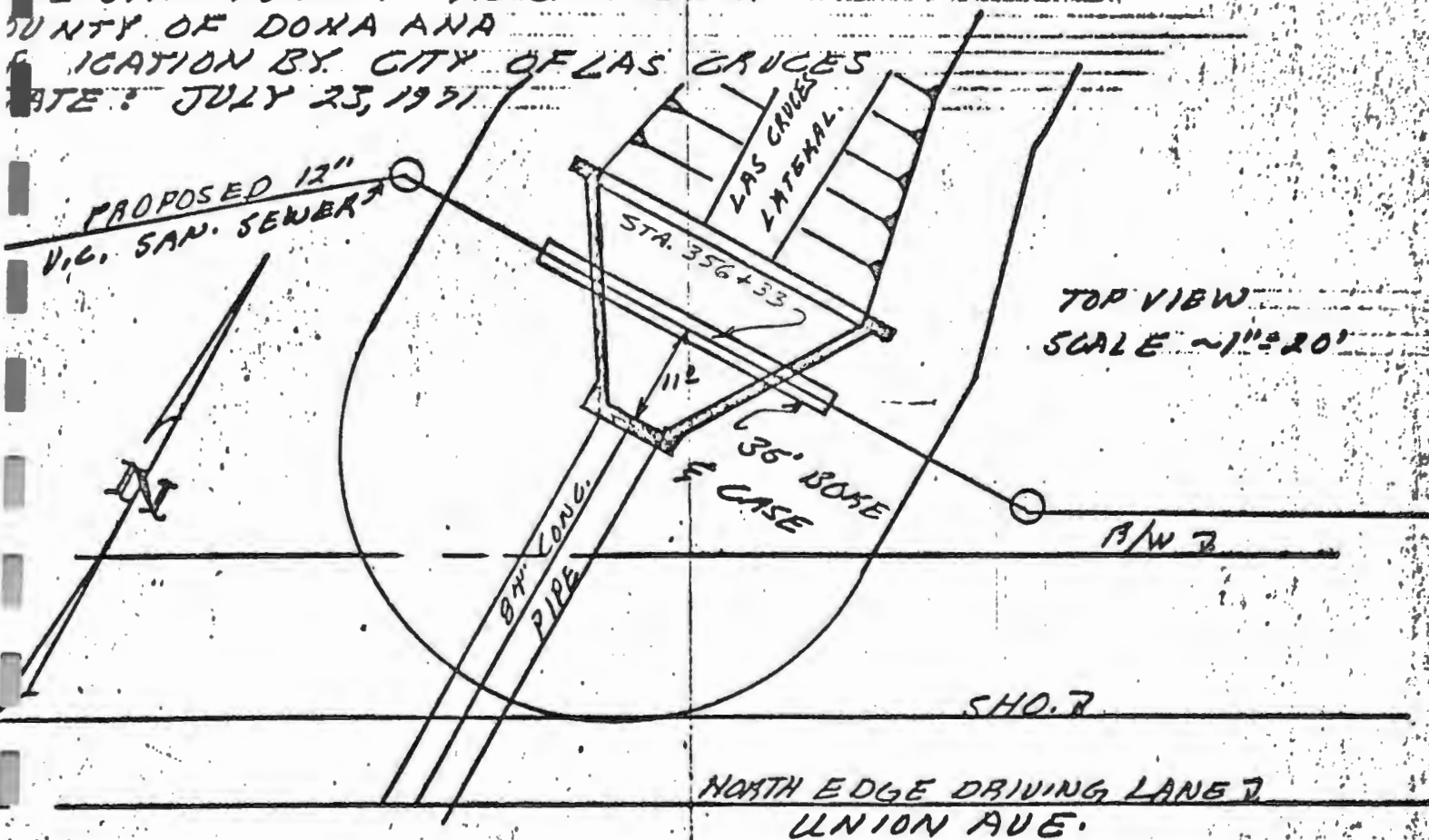
X-ING No. II



PROPOSED FACILITY

EXHIBIT A

PROJECT: CITY - SAN SEWER EXTENSIONS
 PIPE STRUCTURE: 12" V.C. SAN. SEWER
 COUNTY OF DONA ANA
 LOCATION BY CITY OF LAS CRUCES
 DATE: JULY 23, 1951

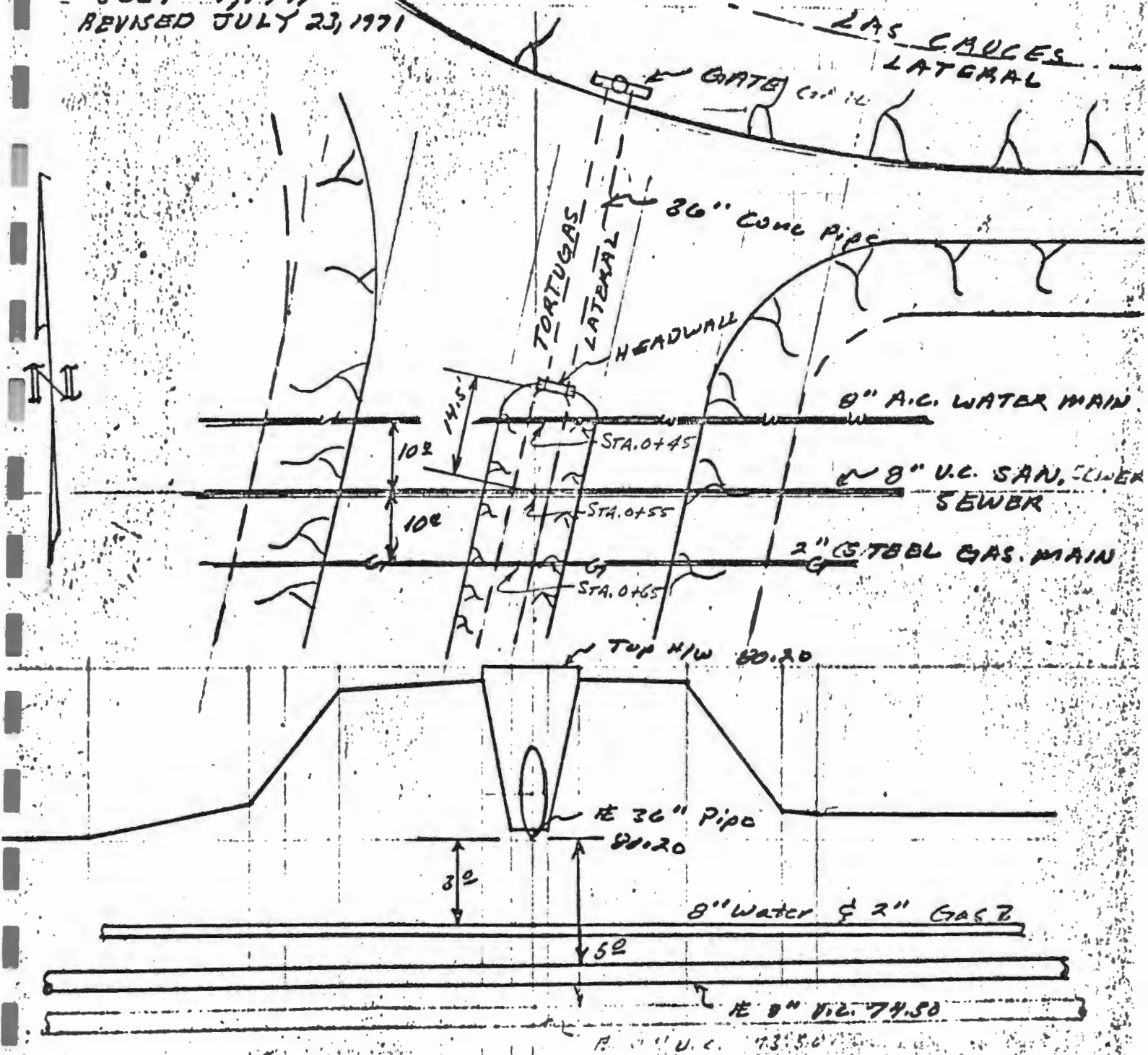


DRAWING NO. II

PROPOSED FACILITY

EXHIBIT A

PROJECT: CITY WATER - SEWER & GAS EXTENSIONS
 THE STRUCTURE: 8" U.C. SAN SEWER - 8" A.C. WATER & 2" STEEL GAS
 CITY OF DONA ANA
 APPLICATION BY CITY OF LAS CRUCES
 JULY 7, 1971
 REVISED JULY 23, 1971

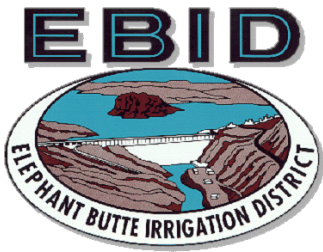


2" - ING NO. III

~SCALE~

1" = 20' HORIZ.

1" = 6' VERT.



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: 2026-136

License Number: 2026-L-102

Exhibits Attached: "A" AND "B"

(Place License Number on all exhibits)

Term:

From: AUGUST 12, 2026

To: AUGUST 12, 2036

Month Day Year

Licensee (Name and address)

CITY OF LAS CRUCES / UTILITIES DEPT.

680 N. MOTEL BLVD

LAS CRUCES, NM 88009

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

TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 356+50 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

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

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

- LICENSE RENEWAL: X-REFERENCE 14-06-503-1952
- 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: AUGUST 12, 2026

Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer

SW1/4 NE1/4 SW1/4
SEC 29 T23S R2E
APPROX. EBID ROW 60'



EXPLANATION Canals Levees Drains Suspended Areas Roads Community and Private Ditches High Land Low Land Irrigable Area Valley Land	AUTHORITIES Compiled from Topographic and Location Surveys by the Bureau of Reclamation, Project No. 1172, from the best information available (Private Survey Data, Notes, Etc. but without assurance that they are always accurate or valid).	SCALE 0 500 1000 1500 2000 T.35. R.18 E. DATE 1959 REVISED	PROPERTY NUMBERS Project Section and a Property in the Sheet No. followed by Tract No. thus, 1172, 11 being the No. of this sheet. 72 being the Tract No. on this sheet. Dona Ana Co. Plot No. 712	BUREAU OF RECLAMATION RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT,	MESILLA VALLEY SHEET — 11 MESILLA PARK
--	--	--	---	--	--

(FST081071)

Contract No. 14-06-503-1952

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRANDE PROJECT, NEW MEXICO-TEXAS

LICENSE AGREEMENT WITH THE CITY OF LAS CRUCES, NEW MEXICO,
FOR CONSTRUCTION AND MAINTENANCE OF WATER LINE, SANITARY
SEWER LINE, AND GAS LINE CROSSINGS OF THE PARK DRAIN, LAS
CRUCES LATERAL AND TORTUGAS LATERAL

THIS AGREEMENT, made this 23rd day of September, 1971,
in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388),
and acts amendatory thereof and supplementary thereto, particularly
the Reclamation Project Act of 1939 (53 Stat. 1187), between the
UNITED STATES OF AMERICA, hereinafter referred to as "United States",
represented by the officer executing this agreement, hereinafter
termed "Contracting Officer", it being understood that the obliga-
tions of the United States hereunder relate only to the activities
of the Bureau of Reclamation, and the CITY OF LAS CRUCES, NEW MEXICO,
a municipal corporation duly organized and existing under and by
virtue of the laws of the State of New Mexico, hereinafter styled
"Licensee".

WITNESSETH THAT:

WHEREAS, Licensee at its sole expense desires to construct,
operate and maintain domestic water supply line, sanitary sewer line
and gas pipeline crossings of the Park Drain, Las Cruces Lateral and
Tortugas Lateral; and

WHEREAS, the granting and exercise of the license on
right-of-way of the United States in the manner and under the con-
ditions set forth will not be incompatible with the requirements of
the United States for the operation and maintenance of the irrigation
facilities of the Federal Rio Grande Reclamation Project.

NOW, THEREFORE, the parties hereto agree as follows:

(FST081071)

1. For and upon payment of the consideration hereinafter stated, the United States, to the extent of its interest therein, hereby grants to Licensee permission for a period of fifty (50) years from the date hereof to construct, operate and maintain a 10-inch domestic water line crossing of Park Drain at Station 390+93, a 12-inch sanitary sewer line crossing of Park Drain at Station 390+88, and a 2-inch gas line crossing of Park Drain at Station 390+83; a 10-inch domestic water line crossing of Las Cruces Lateral at Station 356+50, a 12-inch sanitary sewer line crossing of Las Cruces Lateral at Station 356+33, and a 2-inch gas line crossing of Las Cruces Lateral at Station 356+57; and an 8-inch domestic water line crossing of Tortugas Lateral at Station 0+45, an 8-inch sanitary sewer line crossing of Tortugas Lateral at Station 0+55, and a 2-inch gas line crossing of Tortugas Lateral at Station 0+65, all as more specifically located and shown on Exhibit A, Sheets 1 through 5, thereof, attached hereto and by this reference made a part hereof.

2. Licensee agrees to bear the cost to the United States of issuing and administering this license agreement, including the cost of inspection of construction. To this end Licensee will, upon execution of this agreement by the parties, pay to the United States the sum of Two Hundred and Ten Dollars (\$210.00) of which \$50.00 is for issuing and administering this license and \$160.00 is the estimated cost of inspection of construction work. In the event the actual cost to the United States of inspection of construction work exceeds \$160.00, Licensee agrees to pay the excess cost. In the event the actual cost to the United States of inspection and construction is less than \$160.00, the United States will reimburse Licensee the excess of the advancement over actual cost of construction inspection.

3. Construction shall be accomplished at such time or times as will not interfere with the use of the Rio Grande Project facilities as determined by the Project Superintendent or his authorized representative prior to commencement of construction.

4. The "General Provisions -- License Agreements" (FST070271) attached hereto is hereby made a part of this license agreement the same as if it had been expressly set forth herein.

(FST081071)

IN WITNESS WHEREOF, the parties hereto have caused this license agreement to be executed as of the day and year first hereinabove written.

UNITED STATES OF AMERICA

By James W. Kirby
Project Superintendent
Rio Grande Project
Bureau of Reclamation

ATTEST:

Marcy E. Babnik
City Clerk

CITY OF LAS CRUCES, NEW MEXICO

By [Signature]
Mayor

GENERAL PROVISIONS -- LICENSE AGREEMENTS

1. RIGHTS RESERVED IN UNITED STATES. There is reserved to the United States and its assigns the prior right to use any of the lands herein described to construct, operate and maintain structures and facilities including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephone and telegraph lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

2. LICENSEE RESPONSIBLE FOR CHARGES. The Licensee further agrees that if the construction of any or all of such structures and facilities across, over or upon said lands should be made more expensive by reason of the existence of improvements or works of Licensee thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty (30) days after demand is made upon the Licensee for payment of any such sums, Licensee will make payment thereof to the United States or any of its assigns constructing such structures and facilities on said lands. As an alternate to payment, Licensee, at its sole cost and expense and within the time limits established by the United States, may remove or adapt facilities constructed and operated by it on said lands to accommodate the aforementioned structures and facilities of the United States. The Licensee shall bear the cost to the United States occasioned by the failure of Licensee to remove or adapt its facilities within the time limits specified.

3. AGENTS RESERVED TO UNITED STATES. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passover, and egress from all of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.

4. LICENSE SUBJECT TO EXISTING RIGHTS. This license is subject to existing rights-of-way for highways, roads, canals, laterals, drains, ditches, pipelines, electrical transmission lines, telegraph and telephone lines, over any part of the described lands.

5. UNITED STATES HELD HARMLESS. a. The United States does not assume any liability and Licensee agrees to indemnify and hold the United States harmless for injury or damage to any persons or property that may arise during and in consequence of the use, occupancy, and enjoyment by Licensee of the license granted herein; or the design of, construction of, erection of, presence of, maintenance of, or failure to properly and safely construct, operate and maintain, use and occupy any and all of the structures and facilities aforesaid or any part thereof.

b. The Licensee further agrees that the United States, its officers, agents, and employees and its assigns, shall not be held liable for any damage to Licensee's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this license.

6. RELEASE FROM LIABILITY. The Licensee hereby releases the United States from liability for any and all loss or damage of every description or kind whatsoever, which may result to the Licensee from the construction, operation, and maintenance of Project works upon said land, provided that nothing in this agreement shall be construed as releasing the United States of its responsibility for its own negligence.

7. LICENSEE TO DEFEND TITLE. The Licensee shall defend the United States from any action which alleges that Licensee's use of Project right-of-way or facilities under this agreement is unlawful in any manner and further agrees to indemnify and hold the United States harmless from the decision in any such type of litigation.

8. INTERFERENCE PROHIBITED. The Licensee shall use, occupy, and maintain said facilities with all reasonable diligence and precaution to avoid damage to or obstruction of the irrigation and drainage facilities or other structures of the United States, or any interference in any way with the operation and maintenance of the same.

9. TERM OF LICENSE - TERMINATION. No use of the licensed lands for any purpose for which this license is issued continuing at any time for a period of more than one year, shall, at the option of the United States, work a termination of this agreement and of all rights of the Licensee hereunder, and termination shall, in any event, expire by limitation at the end of fifty (50) years from the date hereof. All rights granted to the Licensee under this agreement shall be subject to termination upon failure of Licensee to comply with the terms hereof.

10. REMOVAL OF FACILITIES. Unless otherwise approved by the United States, any facilities licensed under this agreement shall be removed by Licensee from the right-of-way of the United States within thirty (30) days after termination of this license at the sole expense of Licensee.

11. WARRANTY. The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

12. ASSIGNMENT. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

13. EQUAL OPPORTUNITY. During the performance of this contract, Licensee, hereinafter in this article termed "Contractor" agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

14. COVENANT AGAINST CONTINGENT FEES. The Licensee warrants that no person or agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Licensee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to require Licensee to pay, in addition to the contract consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

15. OFFICIALS NOT TO BENEFIT. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

16. Water Pollution Control. The licensee shall comply fully with all applicable State and Federal laws, orders, and regulations as administered by appropriate authorities concerning the pollution of streams, reservoirs, groundwater, or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants.

EXHIBIT A

AREA LOCATION

PROPOSED WATER-SEWER AND
GAS UTILITY CROSSINGS

CROSSING NUMBER I - PARK DRAIN

CROSSING NUMBER II - LAS CRUCES LAT

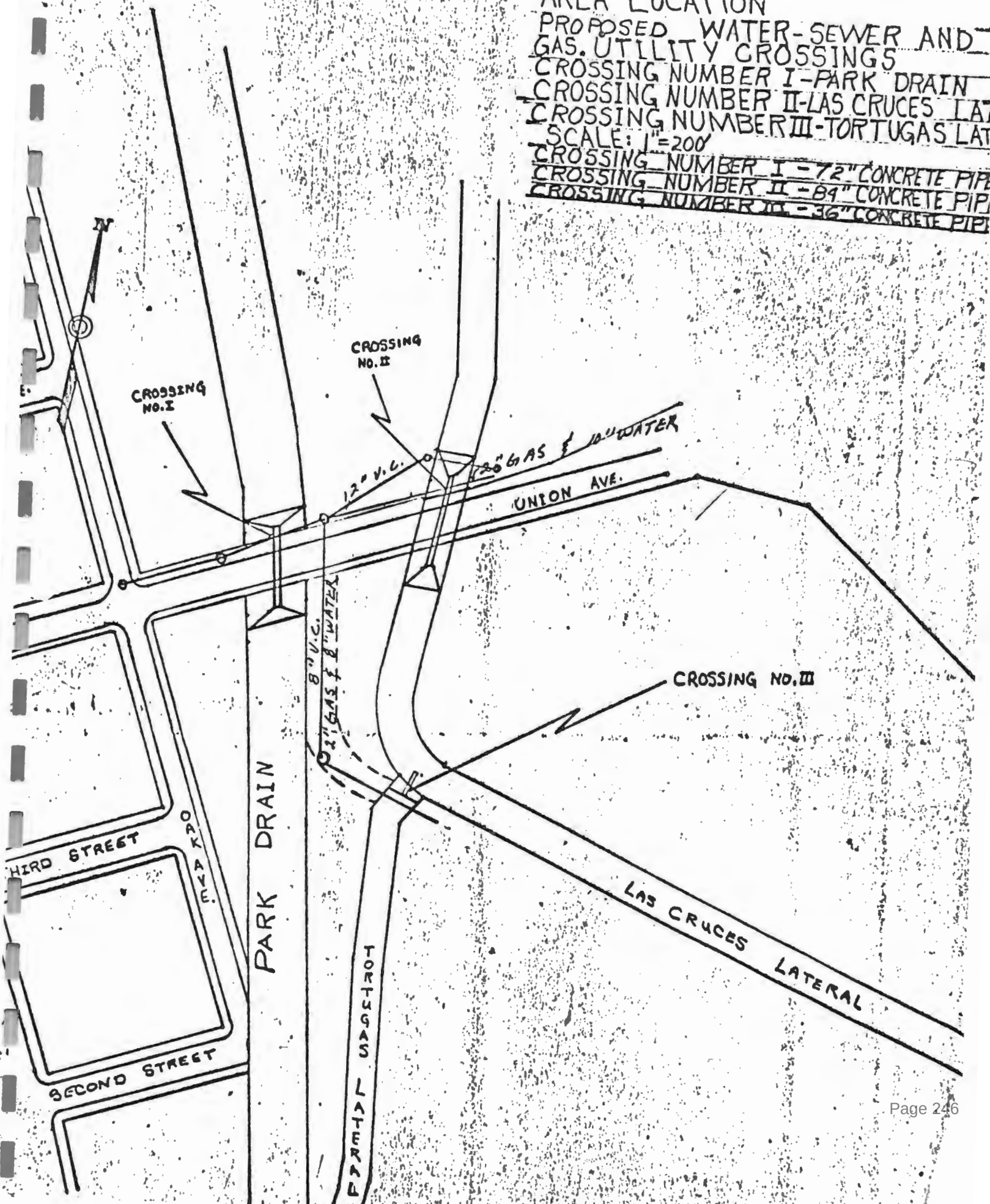
CROSSING NUMBER III - TORTUGAS LAT

SCALE: 1"=200'

CROSSING NUMBER I - 72" CONCRETE PIPE

CROSSING NUMBER II - 84" CONCRETE PIPE

CROSSING NUMBER III - 36" CONCRETE PIPE



PROPOSED FACILITY

EXHIBIT A

PROJECT: CITY WATER - SEWER & GAS EXTENSIONS

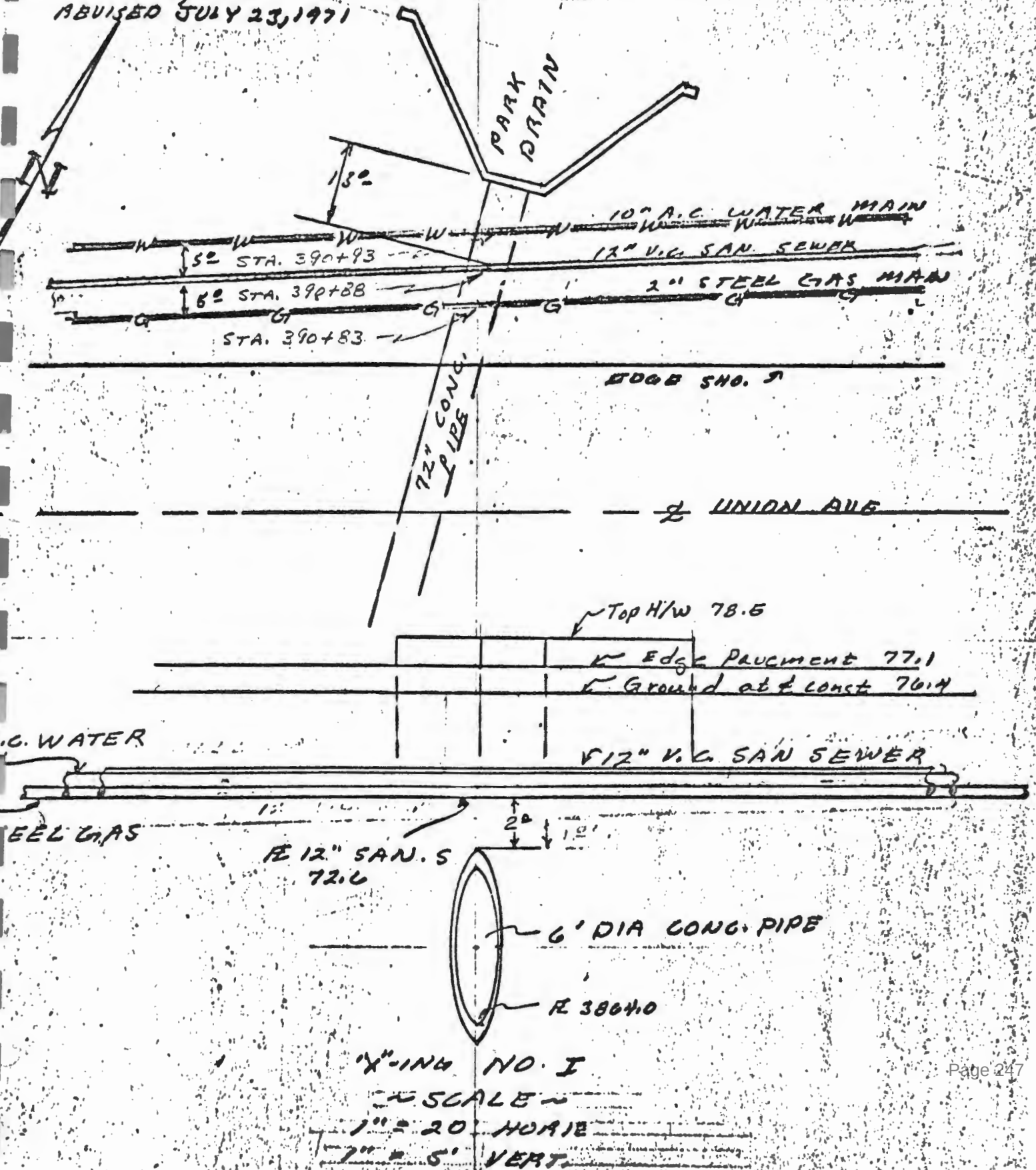
STRUCTURE: 12" V.C. SAN. SEWER - 10" A.C. WATER MAIN - 2" STEEL GAS

CITY OF DONALDSON

DESIGNATION BY: CITY OF LAS CRUCES

JULY 7, 1971

REVISOR: JULY 23, 1971

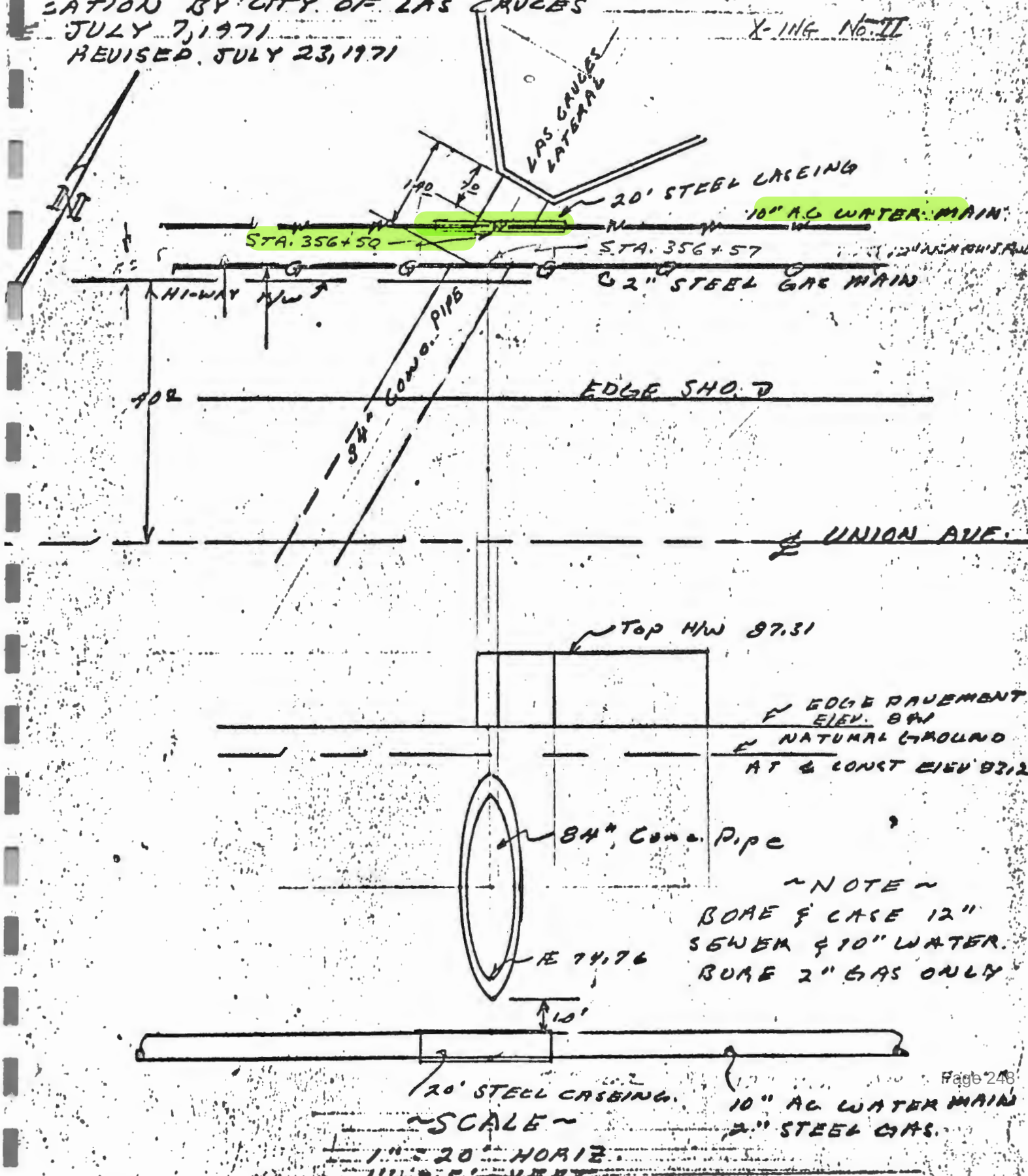


PROPOSED FACILITY

EXHIBIT A

PROJECT: CITY WATER & GAS EXTENSIONS
 STRUCTURE: 2" STEEL GAS - 10" A.C. WATER - 2" STEEL GAS
 CITY OF: DONA ANA
 LOCATION BY CITY OF LAS CRUCES
 DATE: JULY 7, 1971
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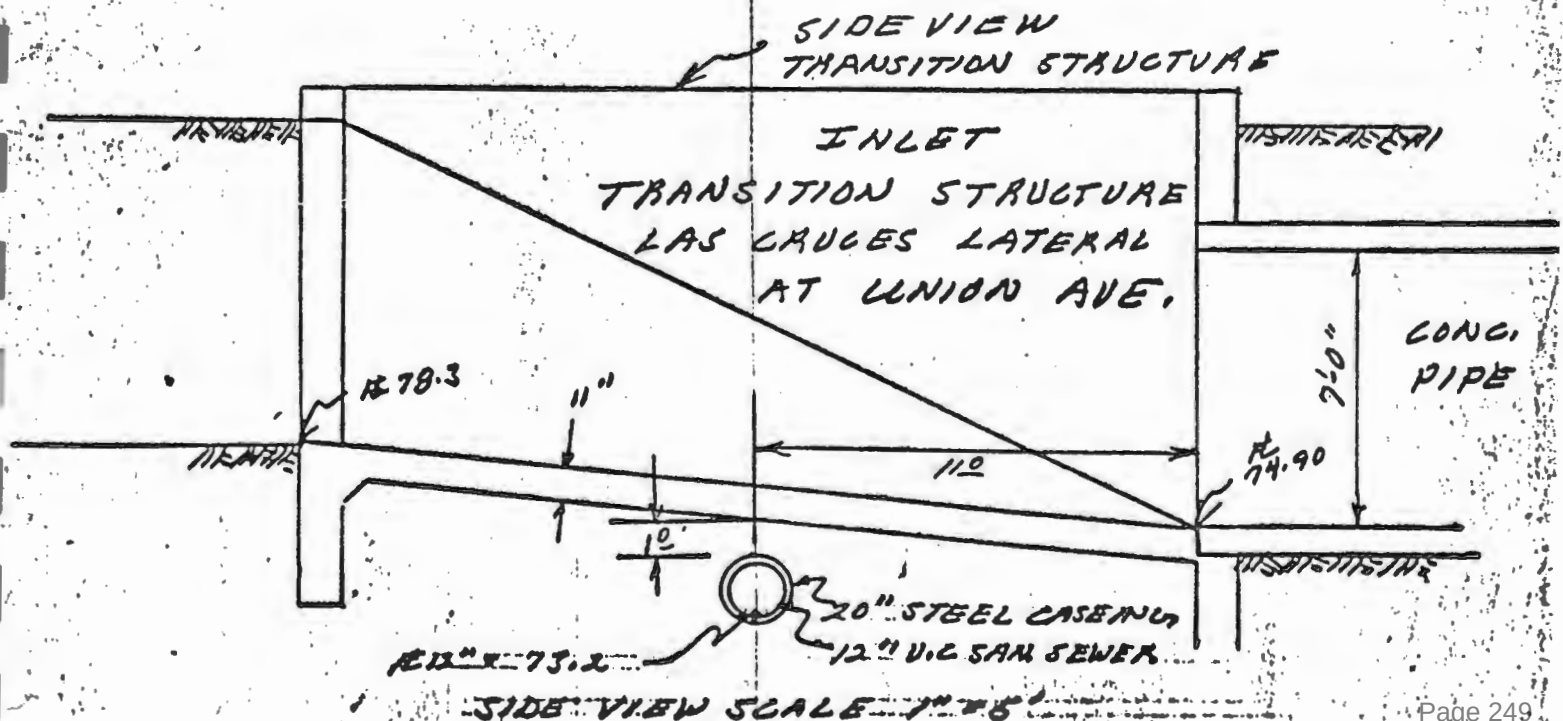
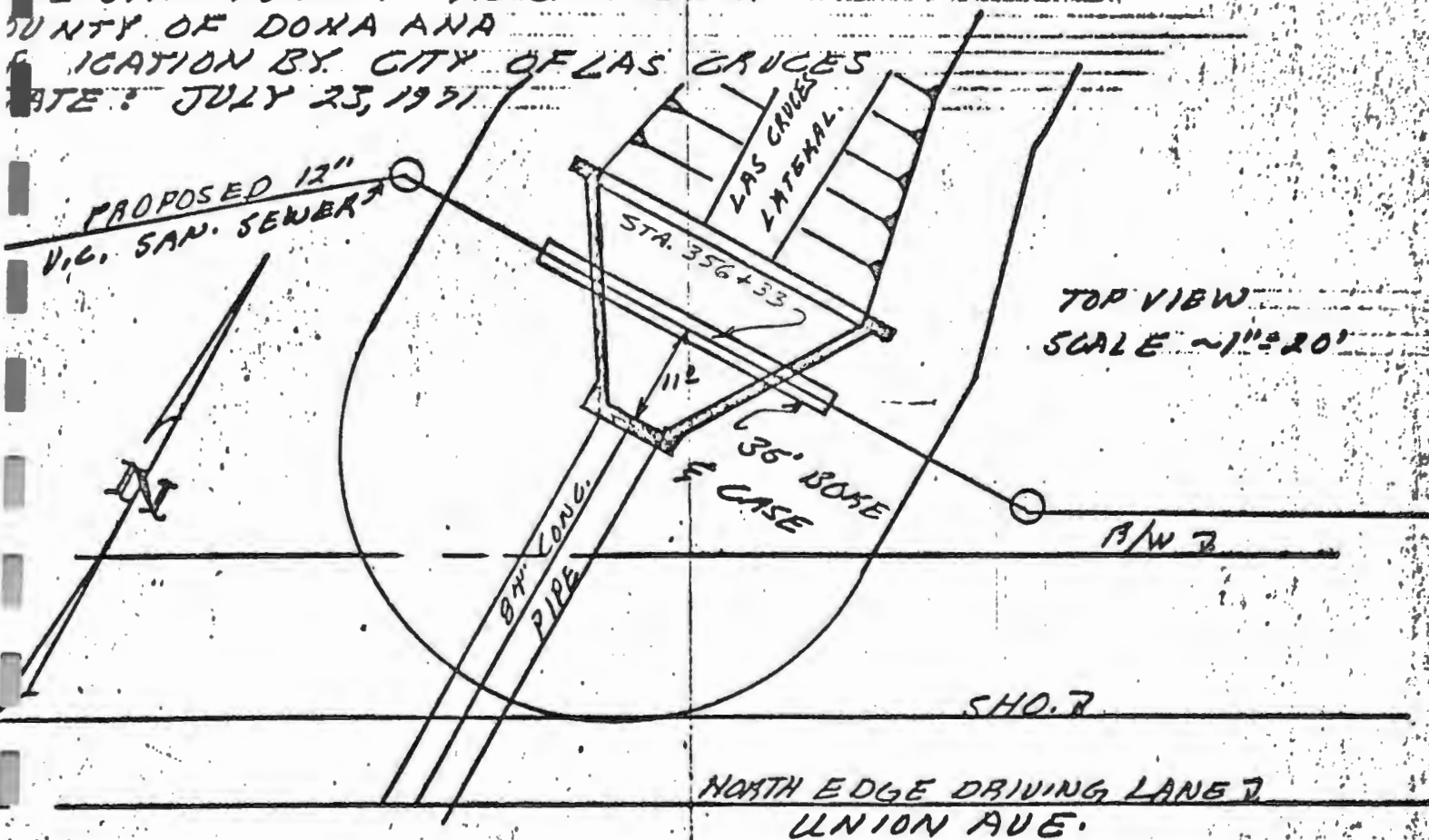
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PROPOSED FACILITY

EXHIBIT A

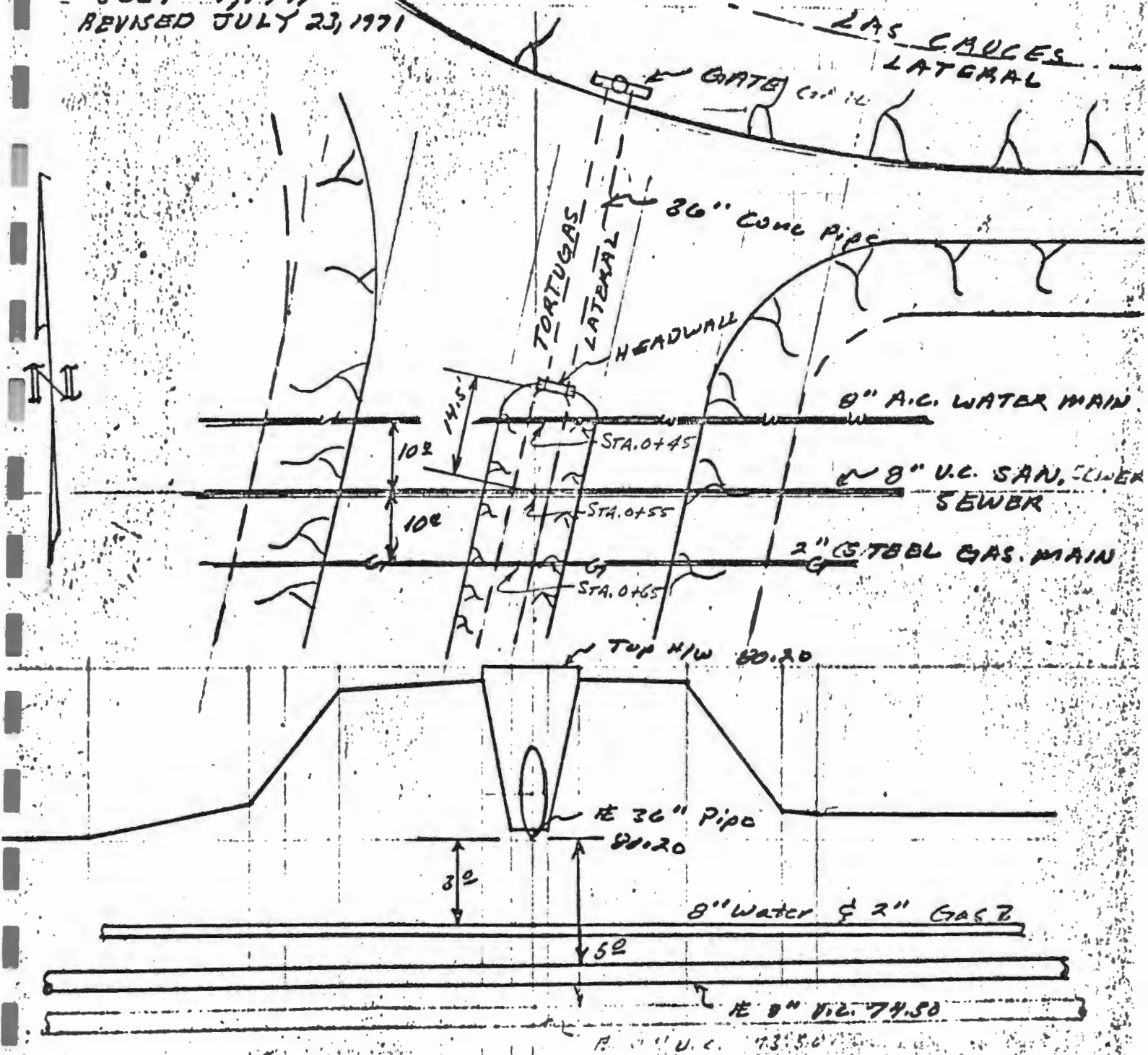
PROJECT: CITY - SAN SEWER EXTENSIONS
PIPE STRUCTURE: 12" V.C. SAN. SEWER
COUNTY OF DONA ANA
LOCATION BY CITY OF LAS CRUCES
DATE: JULY 23, 1951



PROPOSED FACILITY

EXHIBIT A

PROJECT: CITY WATER - SEWER & GAS EXTENSIONS
 THE STRUCTURE: 8" U.C. SAN SEWER - 8" A.C. WATER & 2" STEEL GAS
 CITY OF DONA ANA
 APPLICATION BY CITY OF LAS CRUCES
 JULY 7, 1971
 REVISED JULY 23, 1971

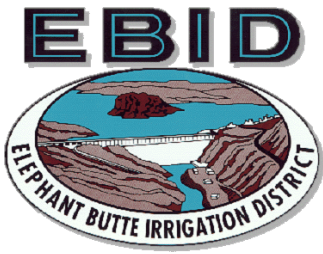


2" - ING NO. III

~SCALE~

1" = 20' HORIZ.

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Elephant Butte Irrigation District

530 South Melendres Street

Las Cruces, NM 88005

575-526-6671

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Special Use X Limited Use

Engineering Job Number: 2026-137

License Number: 2026-L-103

Exhibits Attached: "A" AND "B"

(Place License Number on all exhibits)

Term:

From: AUGUST 12, 2026

To: AUGUST 12, 2036

Month Day Year

Licensee (Name and address)

CITY OF LAS CRUCES / UTILITIES DEPT.

680 N. MOTEL BLVD

LAS CRUCES, NM 88009

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

TO OPERATE AND MAINTAIN AN EXISTING BURIED GAS LINE CROSSING THE TORTUGAS LATERAL AT APPROXIMATE STATION 0+65 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

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

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

- LICENSE RENEWAL: X-REFERENCE 14-06-503-1952
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Sign name(s) as written in License. For partnerships, a general partner's signature is required. For corporations, an officer or other individual with proper authority evidenced by a corporate resolution granting such authority is required to sign. For a limited liability company, a member, manager, officer or other individual with proper authority evidenced by a company resolution granting such authority is required to sign. Any deviation from the required signatories must be approved by EBID.

ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MANAGER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

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

DATE: AUGUST 12, 2026

Approved by EBID Board of Directors

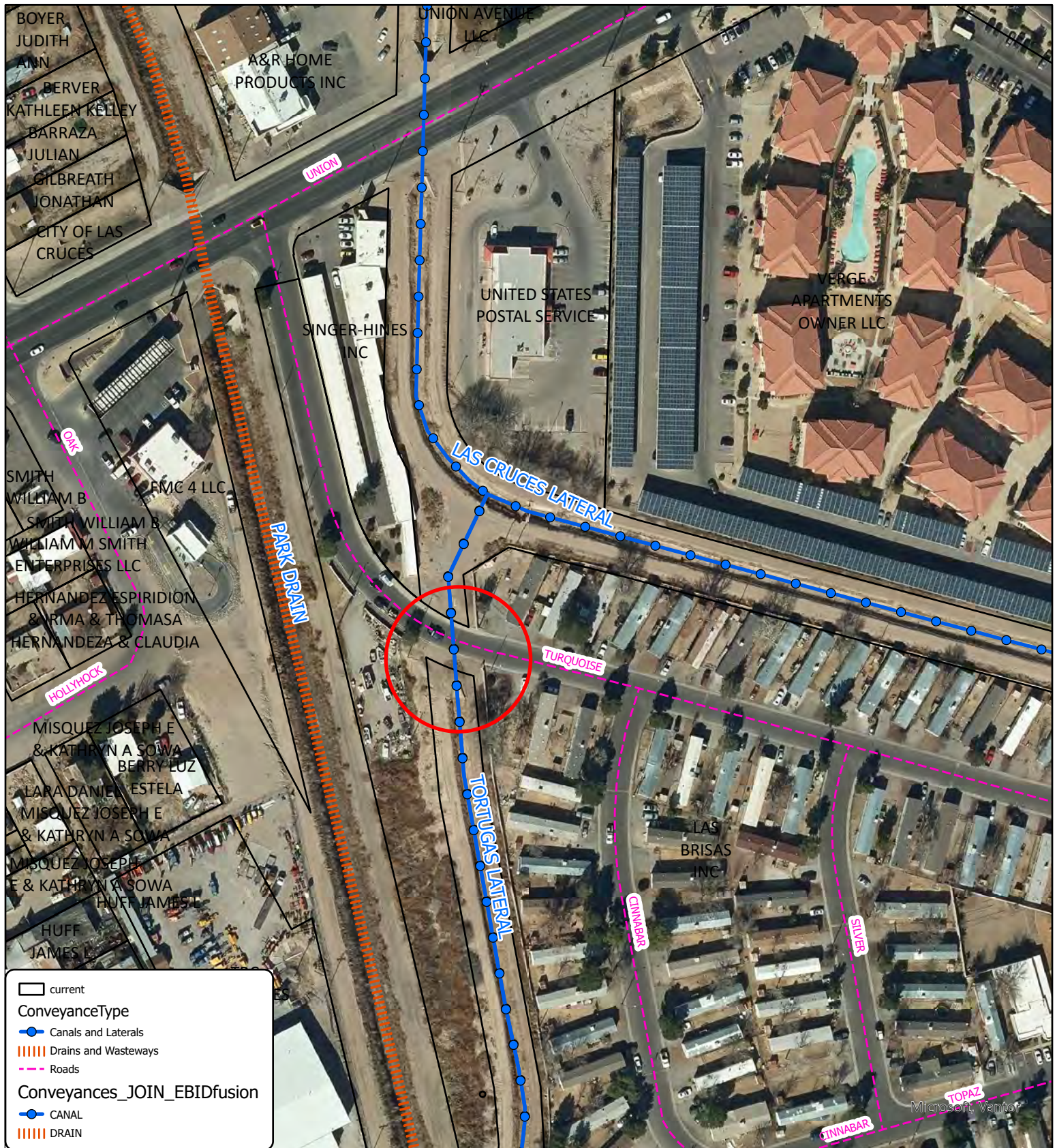
SIGNATURE/DATE:

Approved by EBID Engineer

SW1/4 NW1/4 SW1/4
SEC 29 T23S R2E
APPROX. EBID ROW 40'

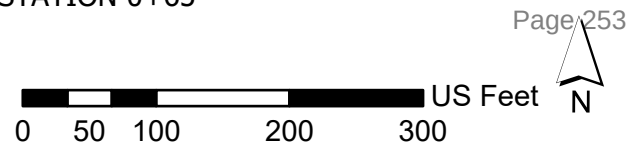


EXPLANATION Canals Levees Drains Suspended Areas Roads Community and Private Ditches High Land Low Land Irrigable Area Valley Land	AUTHORITIES Compiled from Topographic and Location Surveys by the Bureau of Reclamation, Project No. 1172, from the best information available (Private Survey Data, Notes, Etc. but without assurance that they are always accurate or valid).	SCALE 0 500 1000 1500 2000 T.35. R.12 E. DATE 1959 REVISED	PROPERTY NUMBERS Project Section and a Property in the Sheet No. followed by Tract No. thus, 1172, 11 being the No. of this sheet. 72 being the Tract No. on this sheet. Dona Ana Co. Plot No. 712	BUREAU OF RECLAMATION RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT,	MESILLA VALLEY SHEET — 11 MESILLA PARK
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2026-L-103
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING BURIED GAS LINE CROSSING THE
TORTUGAS LATERAL AT APPROXIMATE STATION 0+65
EBID APPROX. ROW 40'



(FST081071)

Contract No. 14-06-503-1952

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRANDE PROJECT, NEW MEXICO-TEXAS

LICENSE AGREEMENT WITH THE CITY OF LAS CRUCES, NEW MEXICO,
FOR CONSTRUCTION AND MAINTENANCE OF WATER LINE, SANITARY
SEWER LINE, AND GAS LINE CROSSINGS OF THE PARK DRAIN, LAS
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in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388),
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represented by the officer executing this agreement, hereinafter
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tions of the United States hereunder relate only to the activities
of the Bureau of Reclamation, and the CITY OF LAS CRUCES, NEW MEXICO,
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WHEREAS, Licensee at its sole expense desires to construct,
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WHEREAS, the granting and exercise of the license on
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NOW, THEREFORE, the parties hereto agree as follows:

(FST081071)

1. For and upon payment of the consideration hereinafter stated, the United States, to the extent of its interest therein, hereby grants to Licensee permission for a period of fifty (50) years from the date hereof to construct, operate and maintain a 10-inch domestic water line crossing of Park Drain at Station 390+93, a 12-inch sanitary sewer line crossing of Park Drain at Station 390+88, and a 2-inch gas line crossing of Park Drain at Station 390+83; a 10-inch domestic water line crossing of Las Cruces Lateral at Station 356+50, a 12-inch sanitary sewer line crossing of Las Cruces Lateral at Station 356+33, and a 2-inch gas line crossing of Las Cruces Lateral at Station 356+57; and an 8-inch domestic water line crossing of Tortugas Lateral at Station 0+45, an 8-inch sanitary sewer line crossing of Tortugas Lateral at Station 0+55, and a 2-inch gas line crossing of Tortugas Lateral at Station 0+65, all as more specifically located and shown on Exhibit A, Sheets 1 through 5, thereof, attached hereto and by this reference made a part hereof.

2. Licensee agrees to bear the cost to the United States of issuing and administering this license agreement, including the cost of inspection of construction. To this end Licensee will, upon execution of this agreement by the parties, pay to the United States the sum of Two Hundred and Ten Dollars (\$210.00) of which \$50.00 is for issuing and administering this license and \$160.00 is the estimated cost of inspection of construction work. In the event the actual cost to the United States of inspection of construction work exceeds \$160.00, Licensee agrees to pay the excess cost. In the event the actual cost to the United States of inspection and construction is less than \$160.00, the United States will reimburse Licensee the excess of the advancement over actual cost of construction inspection.

3. Construction shall be accomplished at such time or times as will not interfere with the use of the Rio Grande Project facilities as determined by the Project Superintendent or his authorized representative prior to commencement of construction.

4. The "General Provisions -- License Agreements" (FST070271) attached hereto is hereby made a part of this license agreement the same as if it had been expressly set forth herein.

(FST081071)

IN WITNESS WHEREOF, the parties hereto have caused this license agreement to be executed as of the day and year first hereinabove written.

UNITED STATES OF AMERICA

By James W. Kirby
Project Superintendent
Rio Grande Project
Bureau of Reclamation

ATTEST:

Marcy E. Babnik
City Clerk

CITY OF LAS CRUCES, NEW MEXICO

By [Signature]
Mayor

GENERAL PROVISIONS -- LICENSE AGREEMENTS

1. RIGHTS RESERVED IN UNITED STATES. There is reserved to the United States and its assigns the prior right to use any of the lands herein described to construct, operate and maintain structures and facilities including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephone and telegraph lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

2. LICENSEE RESPONSIBLE FOR CHARGES. The Licensee further agrees that if the construction of any or all of such structures and facilities across, over or upon said lands should be made more expensive by reason of the existence of improvements or works of Licensee thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty (30) days after demand is made upon the Licensee for payment of any such sums, Licensee will make payment thereof to the United States or any of its assigns constructing such structures and facilities on said lands. As an alternate to payment, Licensee, at its sole cost and expense and within the time limits established by the United States, may remove or adapt facilities constructed and operated by it on said lands to accommodate the aforementioned structures and facilities of the United States. The Licensee shall bear the cost to the United States occasioned by the failure of Licensee to remove or adapt its facilities within the time limits specified.

3. AGENTS RESERVED TO UNITED STATES. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passover, and egress from all of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.

4. LICENSE SUBJECT TO EXISTING RIGHTS. This license is subject to existing rights-of-way for highways, roads, canals, laterals, drains, ditches, pipelines, electrical transmission lines, telegraph and telephone lines, over any part of the described lands.

5. UNITED STATES HELD HARMLESS. a. The United States does not assume any liability and Licensee agrees to indemnify and hold the United States harmless for injury or damage to any persons or property that may arise during and in consequence of the use, occupancy, and enjoyment by Licensee of the license granted herein; or the design of, construction of, erection of, presence of, maintenance of, or failure to properly and safely construct, operate and maintain, use and occupy any and all of the structures and facilities aforesaid or any part thereof.

b. The Licensee further agrees that the United States, its officers, agents, and employees and its assigns, shall not be held liable for any damage to Licensee's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this license.

6. RELEASE FROM LIABILITY. The Licensee hereby releases the United States from liability for any and all loss or damage of every description or kind whatsoever, which may result to the Licensee from the construction, operation, and maintenance of Project works upon said land, provided that nothing in this agreement shall be construed as releasing the United States of its responsibility for its own negligence.

7. LICENSEE TO DEFEND TITLE. The Licensee shall defend the United States from any action which alleges that Licensee's use of Project right-of-way or facilities under this agreement is unlawful in any manner and further agrees to indemnify and hold the United States harmless from the decision in any such type of litigation.

8. INTERFERENCE PROHIBITED. The Licensee shall use, occupy, and maintain said facilities with all reasonable diligence and precaution to avoid damage to or obstruction of the irrigation and drainage facilities or other structures of the United States, or any interference in any way with the operation and maintenance of the same.

9. TERM OF LICENSE - TERMINATION. No use of the licensed lands for any purpose for which this license is issued continuing at any time for a period of one (1) year, shall, at the option of the United States, work a termination of this agreement and of all rights of the Licensee hereunder, and no term hereof shall in any event expire by limitation at the end of fifty (50) years from the date hereof. All rights granted to the Licensee under this agreement shall be subject to termination upon failure of Licensee to comply with the terms hereof.

10. REMOVAL OF FACILITIES. Unless otherwise approved by the United States, any facilities licensed under this agreement shall be removed by Licensee from the right-of-way of the United States within thirty (30) days after termination of this license at the sole expense of Licensee.

11. WARRANTY. The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

12. ASSIGNMENT. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

13. EQUAL OPPORTUNITY. During the performance of this contract, Licensee, hereinafter in this article termed "Contractor" agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

14. COVENANT AGAINST CONTINGENT FEES. The Licensee warrants that no person or agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Licensee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to require Licensee to pay, in addition to the contract consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

15. OFFICIALS NOT TO BENEFIT. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

16. Water Pollution Control. The licensee shall comply fully with all applicable State and Federal laws, orders, and regulations as administered by appropriate authorities concerning the pollution of streams, reservoirs, groundwater, or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants.

EXHIBIT A

AREA LOCATION

PROPOSED WATER-SEWER AND
GAS UTILITY CROSSINGS

CROSSING NUMBER I - PARK DRAIN

CROSSING NUMBER II - LAS CRUCES LAT

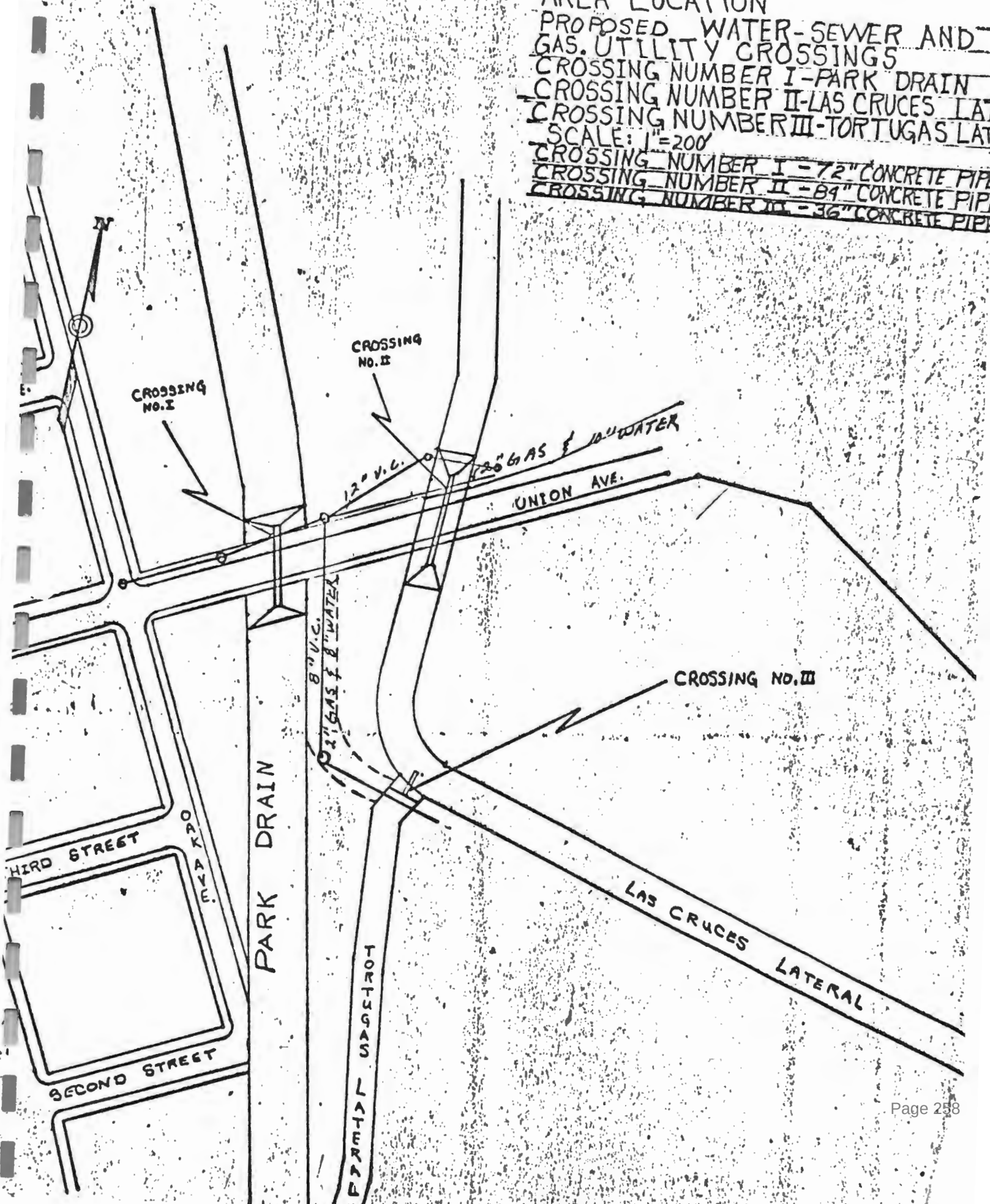
CROSSING NUMBER III - TORTUGAS LAT

SCALE: 1"=200'

CROSSING NUMBER I - 72" CONCRETE PIPE

CROSSING NUMBER II - 84" CONCRETE PIPE

CROSSING NUMBER III - 36" CONCRETE PIPE



PROPOSED FACILITY

EXHIBIT A

PROJECT: CITY WATER - SEWER & GAS EXTENSIONS
 STRUCTURE: 12" V.C. SAN. SEWER - 10" A.C. WATER MAIN - 2" STEEL GAS
 CITY OF DONA ANA
 DESIGNATION BY: CITY OF LAS CAJAS
 JULY 7, 1971
 REVISED JULY 23, 1971

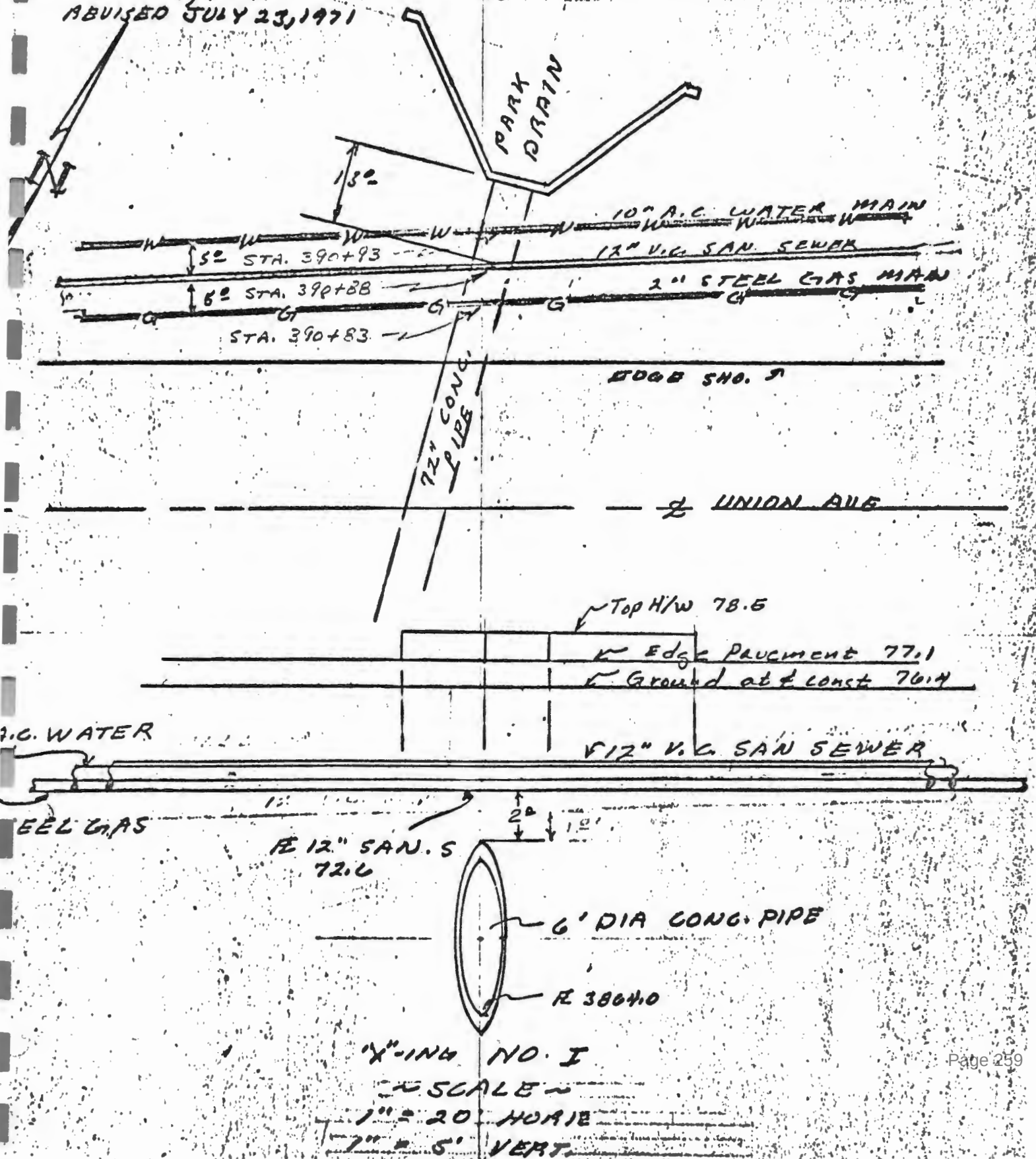


EXHIBIT A

X-ING No. II

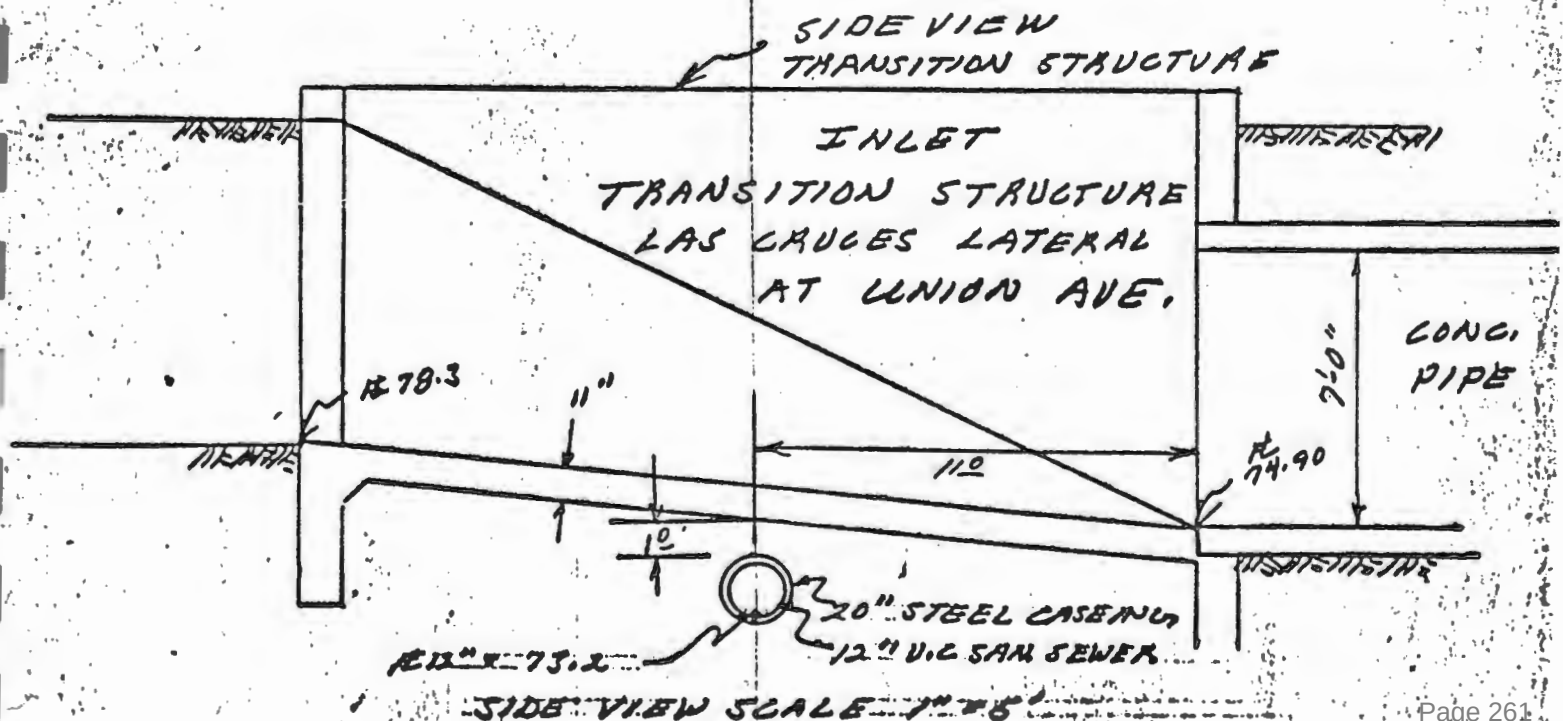
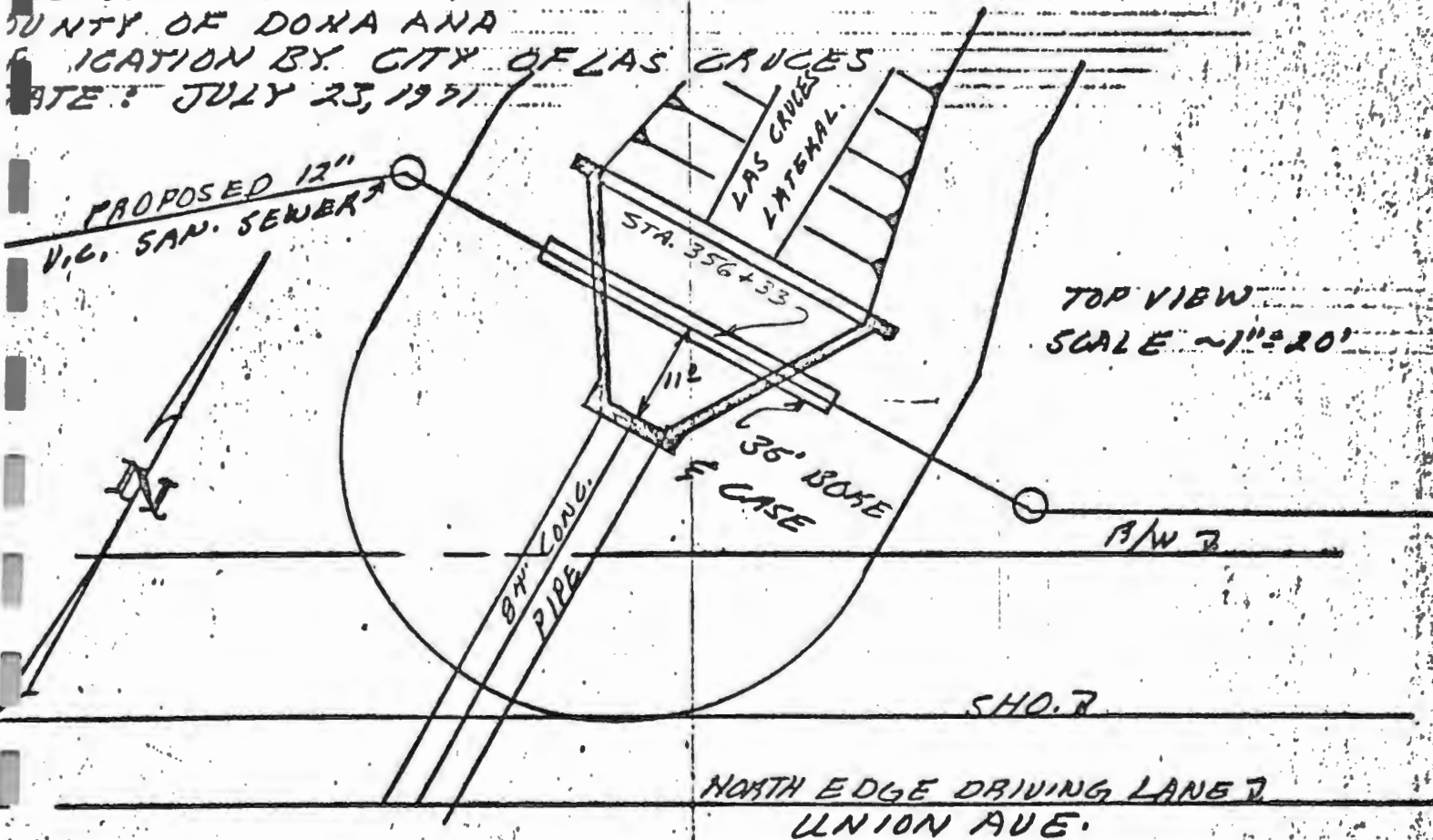


10" AC WATER MAIN
2" STEEL COPS.

PROPOSED FACILITY

EXHIBIT A

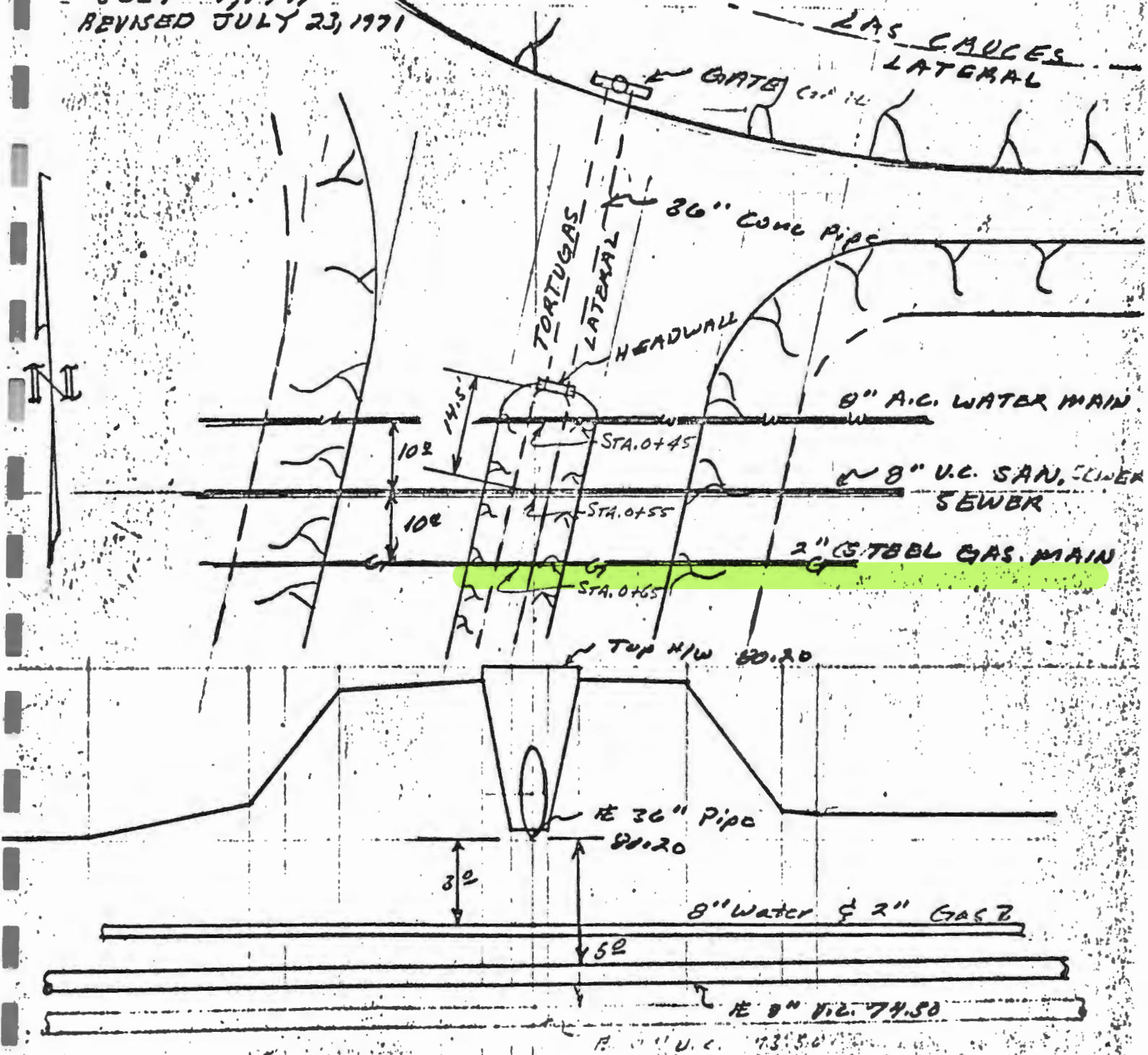
PROJECT: CITY - SAN SEWER EXTENSIONS
PIPE STRUCTURE: 12" V.C. SAN. SEWER
COUNTY OF DONA ANA
LOCATION BY CITY OF LAS CRUCES
DATE: JULY 23, 1951



PROPOSED FACILITY

EXHIBIT A

PROJECT: CITY WATER - SEWER & GAS EXTENSIONS
 THE STRUCTURE: 8" U.C. SAN SEWER - 8" A.C. WATER & 2" STEEL GAS
 CITY OF DONA ANA
 APPLICATION BY CITY OF LAS CRUCES
 JULY 7, 1971
 REVISED JULY 23, 1971

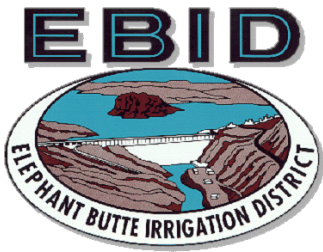


2" - ING NO. III

~SCALE~

1" = 20' HORIZ.

1" = 6' VERT.



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: 2026-138

License Number: 2026-L-104

Exhibits Attached: "A" AND "B"

(Place License Number on all exhibits)

Term:

From: AUGUST 12, 2026

To: AUGUST 12, 2036

Month Day Year

Licensee (Name and address)

CITY OF LAS CRUCES / UTILITIES DEPT.

680 N. MOTEL BLVD

LAS CRUCES, NM 88009

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

TO OPERATE AND MAINTAIN AN EXISTING BURIED SEWER PIPE CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 333+03 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

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

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

- LICENSE RENEWAL: X-REFERENCE 14-06-503-1992
- 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: AUGUST 12, 2026

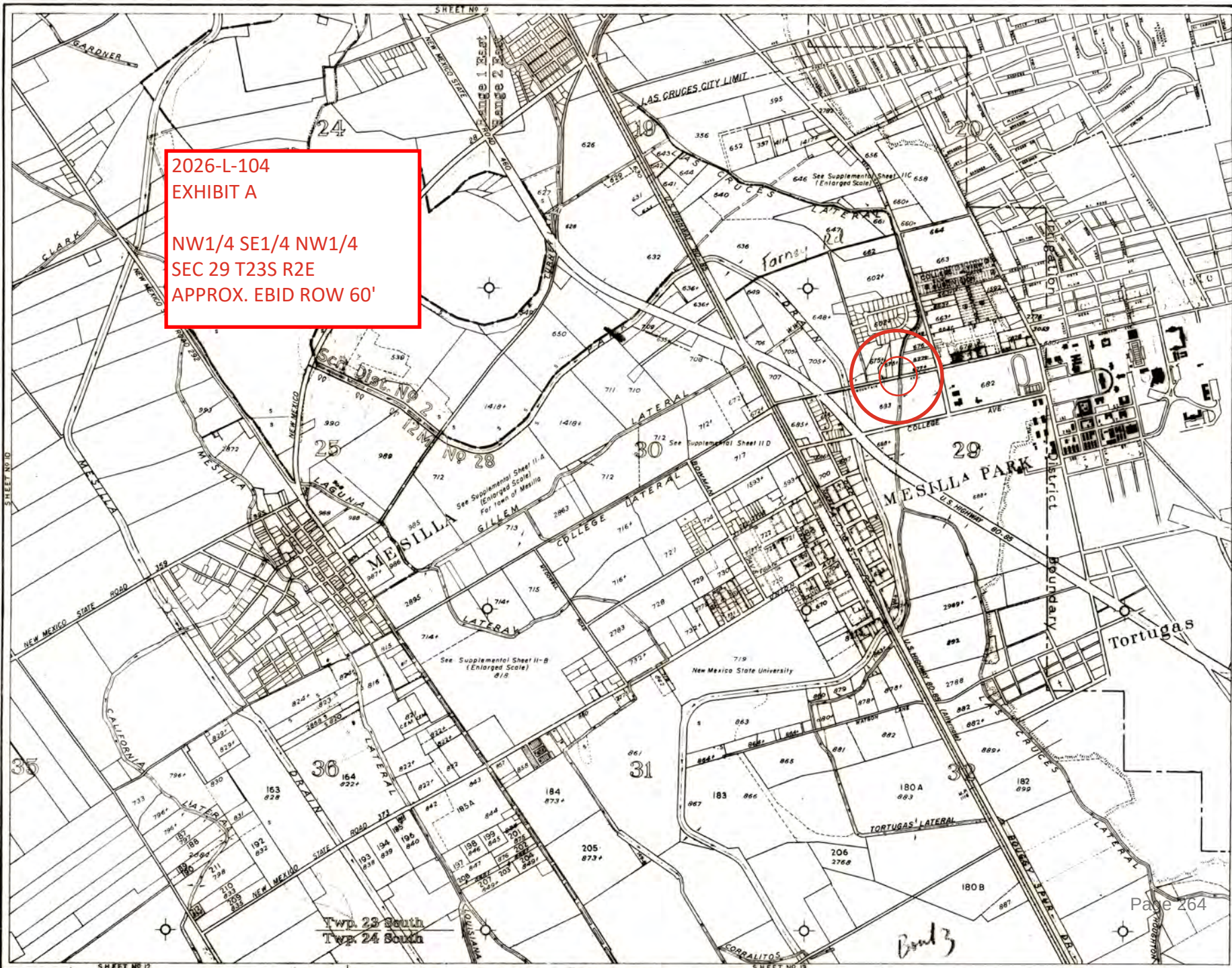
Approved by EBID Board of Directors

SIGNATURE/DATE:

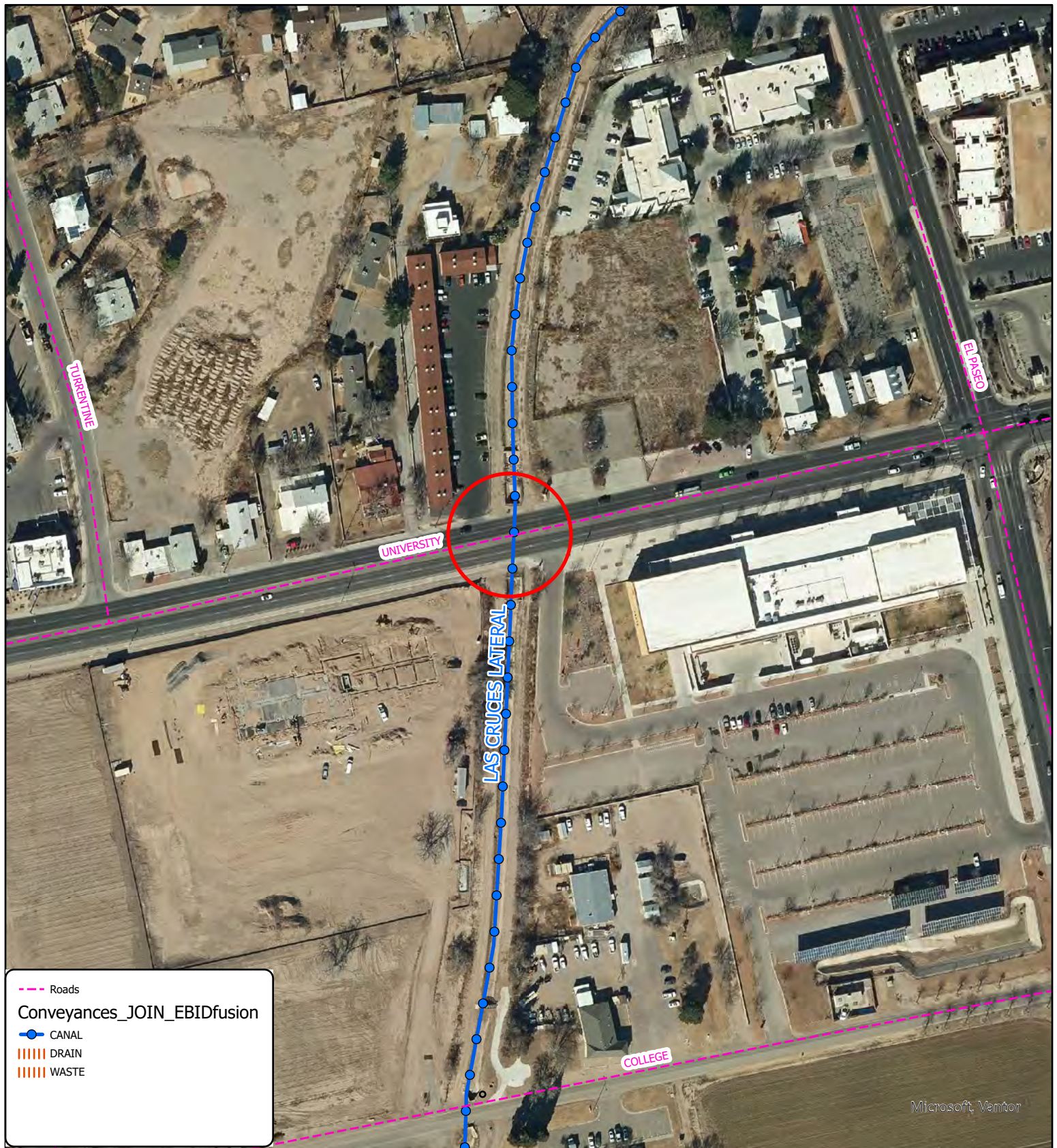
Approved by EBID Engineer

2026-L-104
EXHIBIT A

NW1/4 SE1/4 NW1/4
SEC 29 T23S R2E
APPROX. EBID ROW 60'



EXPLANATION Canals Suspended Areas Leaves Roads 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 (bearing and distance) but with no assurance that they are always accurate or valid.	SCALE 0 500 1000 1500 2000 T 23S. R 182E. DATE 1959 REVISED	PROPERTY NUMBERS Project Symbols of a Property in the Sheet No. followed by Tract No. thus, 1L72, 11 being the No. of this sheet, 72 being the Tract No. on this sheet. Data and Co. Plat No. 712	BUREAU OF RECLAMATION RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT,	MESILLA VALLEY SHEET — 11 MESILLA PARK
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2026-L-104
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING BURIED SEWER PIPE CROSSING THE
LAS CRUCES LATERAL AT APPROXIMATE STATION 333+03
EBID APPROX. ROW 60'

0 50 100 200 300 US Feet



(FST050972)

Contract No. 14-06-503-1992

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRANDE PROJECT, NEW MEXICO-TEXAS

LICENSE AGREEMENT WITH THE CITY OF LAS CRUCES, NEW
MEXICO, FOR CONSTRUCTION AND MAINTENANCE OF SANITARY
SEWER LINE CROSSINGS OF THE LAS CRUCES LATERAL AND
COLLEGE LATERAL

THIS AGREEMENT, made this 19th day of June, 1972, in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly the Reclamation Project Act of 1939 (53 Stat. 1187), between the UNITED STATES OF AMERICA, hereinafter referred to as "United States", represented by the officer executing this agreement, hereinafter termed "Contracting Officer", it being understood that the obligations of the United States hereunder relate only to the activities of the Bureau of Reclamation, and the CITY OF LAS CRUCES, NEW MEXICO, a municipal corporation duly organized and existing under and by virtue of the laws of the State of New Mexico, hereinafter styled "Licensee."

WITNESSETH THAT:

WHEREAS, Licensee at its sole expense desires to construct, operate and maintain sanitary sewer line crossings of the Las Cruces Lateral and the College Lateral, facilities of the Rio Grande Reclamation Project, and

WHEREAS, the granting and exercise of the license on right-of-way of the United States in the manner and under the conditions set forth will not be incompatible with the requirements of the United States for the operation and maintenance of the irrigation facilities of the Federal Rio Grande Reclamation Project.

NOW, THEREFORE, the parties hereto agree as follows:

1. For and upon payment of the consideration hereinafter stated, the United States, to the extent of its interest therein, hereby grants to Licensee permission for a period of fifty (50) years from the date hereof to construct, operate and maintain sanitary sewer line crossings of the Las Cruces Lateral at approximately Station

(FST050972)

333+03 and the College Lateral at approximately Station 6+67, all in Dona Ana County, New Mexico, as more specifically located and shown on Exhibit A, sheets 1 and 2 thereof, attached hereto and by this reference made a part hereof.

2. Licensee agrees to bear the cost to the United States of issuing and administering this license agreement, including the cost of inspection of construction. To this end Licensee will, upon execution of this agreement by the parties, pay to the United States the sum of One Hundred and Thirty Dollars (\$130.00) of which \$50.00 is for issuing and administering this license and \$80.00 is for the cost of inspection of construction work.

3. Warning signs shall be placed near the edge of the right of way on each side of the crossing. The signs shall be clearly visible from equipment used for operation and maintenance of the project facility.

4. Construction shall be accomplished at such time or times as will not interfere with the use of the Rio Grande Project facilities as determined by the Project Superintendent or his authorized representative prior to commencement of construction.

5. The "General Provisions -- License Agreements" (FST070271) attached hereto is hereby made a part of this license agreement the same as if it had been expressly set forth herein. Where the term "Licensee is used in said General Provisions - License Agreements, it shall be understood to refer to the City of Las Cruces, New Mexico.

IN WITNESS WHEREOF, the parties hereto have caused this license agreement to be executed as of the day and year first hereinabove written.

UNITED STATES OF AMERICA

By James W. Kirby
Project Superintendent
Rio Grande Project
Bureau of Reclamation

CITY OF LAS CRUCES, NEW MEXICO

By [Signature]
Mayor

ATTEST:

[Signature]
City Clerk

GENERAL PROVISIONS -- LICENSE AGREEMENTS

1. RIGHTS RESERVED IN UNITED STATES. There is reserved to the United States and its assigns the prior right to use any of the lands herein described to construct, operate and maintain structures and facilities including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephone and telegraph lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

2. LICENSEE RESPONSIBLE FOR CHARGES. The Licensee further agrees that if the construction of any or all of such structures and facilities across, upon or upon said lands should be made more expensive by reason of the existence of improvements or works of Licensee thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty (30) days after demand is made upon the Licensee for payment of any such sums, Licensee will make payment thereof to the United States or any of its assigns constructing such structures and facilities on said lands. As an alternate to payment, Licensee, at its sole expense and within the time limits established by the United States, may remove or adapt facilities constructed and operated by it on said lands to accommodate the aforementioned structures and facilities of the United States. The Licensee shall bear the cost to the United States occasioned by the failure of Licensee to remove or adapt its facilities within the time limits specified.

3. ACCESS RESERVED TO UNITED STATES. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passover, and egress from all of said lands for the purpose of exercising, enforcing, and promoting the rights reserved herein.

4. LICENSE SUBJECT TO EXISTING RIGHTS. This license is subject to existing rights-of-way for highways, roads, canals, laterals, drains, ditches, pipelines, electrical transmission lines, telegraph and telephone lines, over any part of the described lands.

5. UNITED STATES HELD HARMLESS. a. The United States does not assume any liability and Licensee agrees to indemnify and hold the United States harmless for injury or damage to any persons or property that may arise during and in consequence of the use, occupancy, and enjoyment by Licensee of the license granted herein; or the design of, construction of, erection of, presence, maintenance of, or failure to properly and safely construct, operate and maintain, use and occupy any and all of the structures and facilities aforesaid by any part thereof.

b. The Licensee further agrees that the United States, its officers, agents, and employees and its assigns, shall not be held liable for damage to Licensee's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this license.

6. RELEASE FROM LIABILITY. The Licensee hereby releases the United States from liability for any and all loss or damage of every description or whatsoever, which may result to the Licensee from the construction, operation, and maintenance of Project works upon said land, provided that nothing in this agreement shall be construed as releasing the United States from responsibility for its own negligence.

7. LICENSEE TO DEFEND TITLE. The Licensee shall defend the United States in any action which alleges that Licensee's use of Project right-of-way facilities under this agreement is unlawful in any manner and further agree to indemnify and hold the United States harmless from the decision in any such case of litigation.

8. INTERFERENCE PROHIBITED. The Licensee shall use, occupy, and maintain said facilities with all reasonable diligence and precaution to avoid any obstruction of the irrigation and drainage facilities or other structures of the United States, or any interference in any way with the operation and maintenance of the same.

9. TERM OF LICENSE - TERMINATION. Nonuse of the licensed lands for purposes for which this license is issued continuing at any time for a period of two (2) years, shall, at the option of the United States, work a termination of this agreement and of all rights of the Licensee hereunder, and the term hereof shall in any event expire by limitation at the end of fifty (50) years from the date hereof. All rights granted to the Licensee under this agreement are subject to termination upon failure of Licensee to comply with the terms

10. REMOVAL OF FACILITIES. Unless otherwise approved by the United States, all facilities licensed under this agreement shall be removed by Licensee from the right-of-way of the United States within thirty (30) days after termination of this license at the sole expense of Licensee.

11. NO WARRANTY. The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

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13. EQUAL OPPORTUNITY. During the performance of this contract, Licensee, hereinafter in this article termed "Contractor" agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

14. COVENANT AGAINST CONTINGENT FEES. The Licensee warrants that no person or agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Licensee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to require Licensee to pay, in addition to the contract consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

15. OFFICIALS NOT TO BENEFIT. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

16. WATER AND AIR POLLUTION CONTROL. The Licensee shall, within its legal authority, comply fully with all applicable Federal laws, orders, and regulations, and the laws of the applicable State, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, groundwater, or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants, and concerning the pollution of the air with respect to radioactive materials or other pollutants.

PROPOSED FACILITY

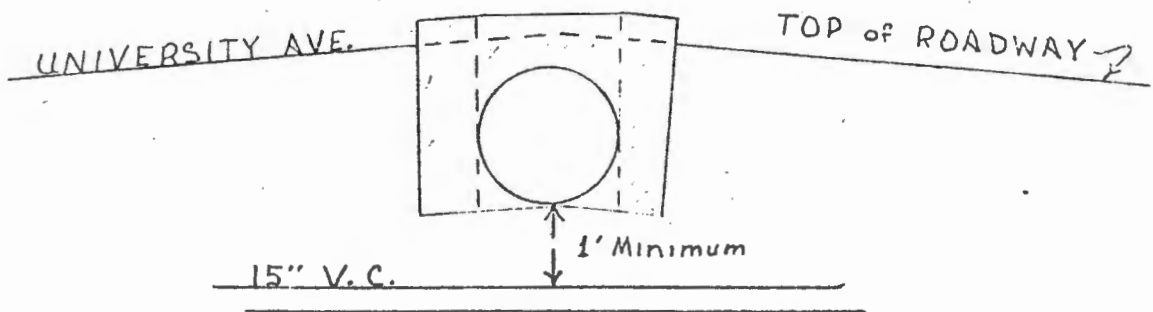
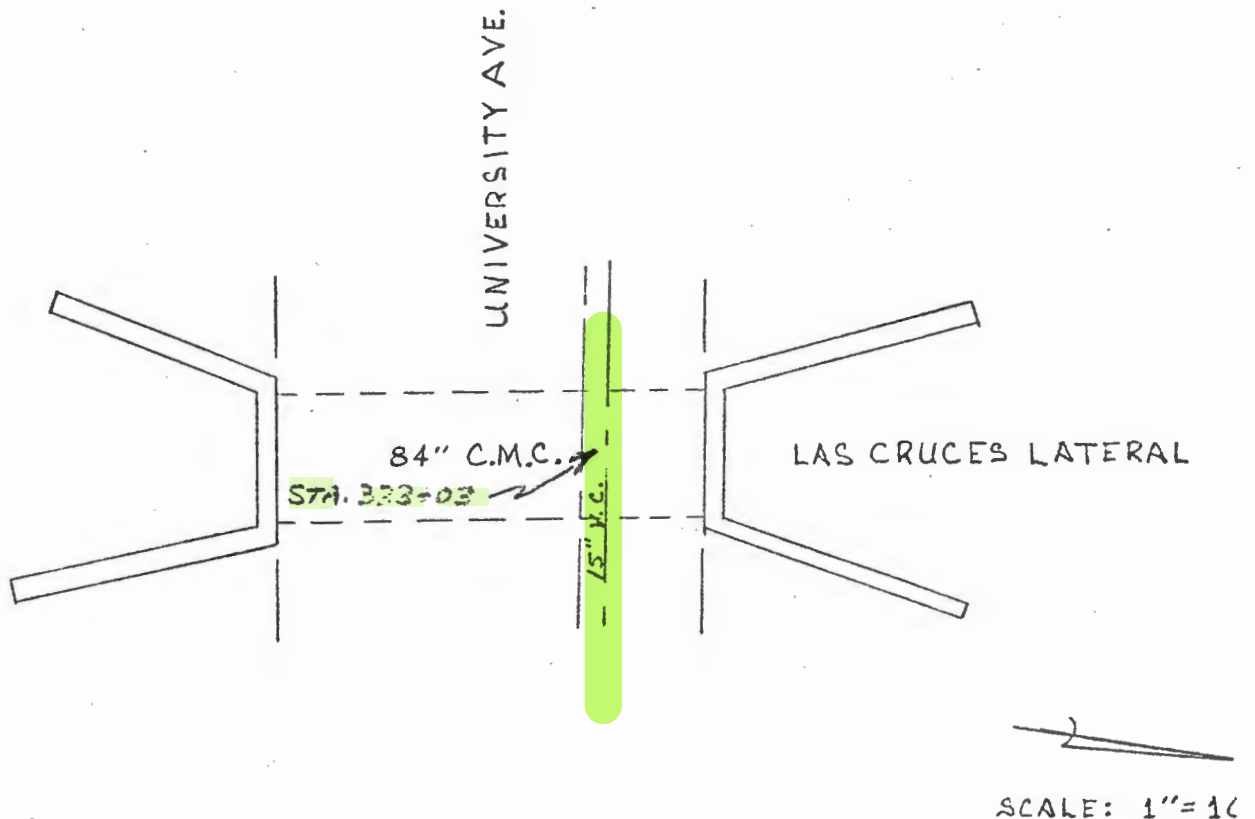
Project: University Ave. Sanitary Sewer

Type Structure: 15" V.C. Pipe

County of: Doña Ana

Application by: City of Las Cruces

Date: 6 April 1972



PROPOSED FACILITY

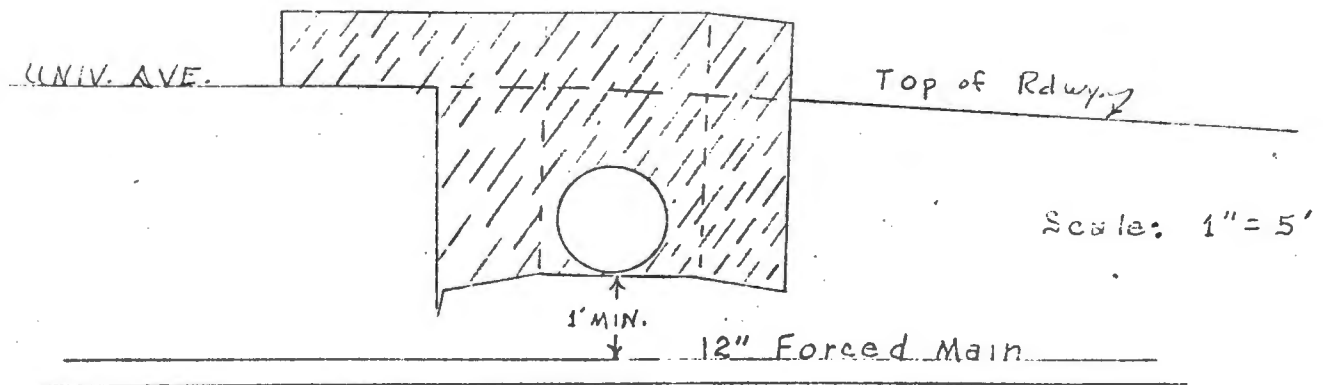
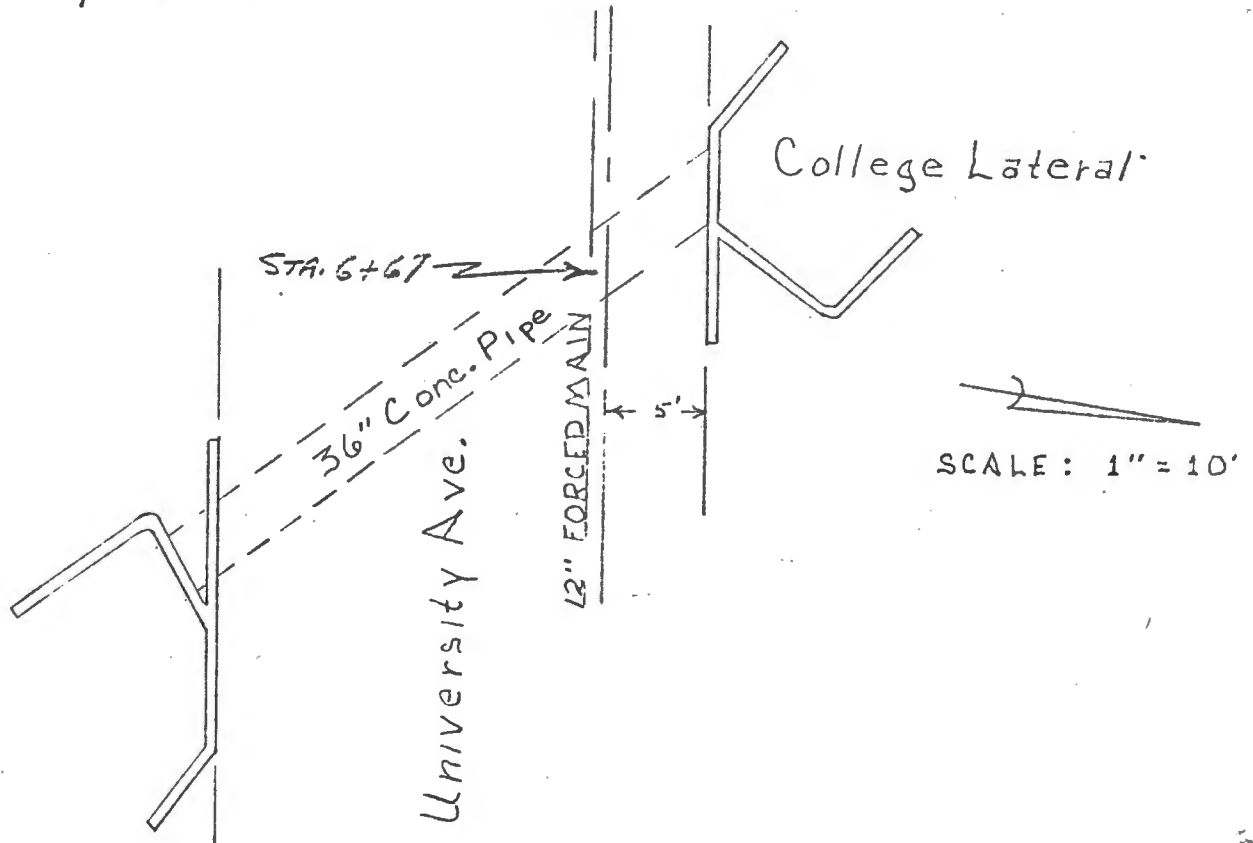
Project: University Ave. Forced Main

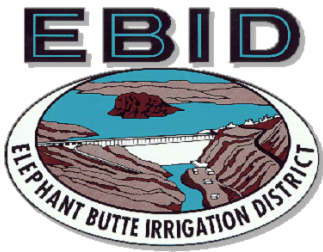
Type Structure: 12" Force Main

County of: Doña Ana

Application by: City of Las Cruces

Date: 6 April 1972





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: 2026-139

License Number: 2026-L-105

Exhibits Attached: "A" AND "B"

(Place License Number on all exhibits)

Term:

From: AUGUST 12, 2026

To: AUGUST 12, 2036

Month Day Year

Licensee (Name and address)

CITY OF LAS CRUCES / UTILITIES DEPT.

680 N. MOTEL BLVD

LAS CRUCES, NM 88009

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

TO OPERATE AND MAINTAIN AN EXISTING BURIED SEWER PIPE CROSSING THE COLLEGE LATERAL AT APPROXIMATE STATION 6+67 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

LOCATED IN THE NE¹/₄ OF SW¹/₄ OF THE SW¹/₄ OF SECTION 30, TOWNSHIP 23 SOUTH, RANGE 2 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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

- LICENSE RENEWAL: X-REFERENCE 14-06-503-1992
- 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: AUGUST 12, 2026

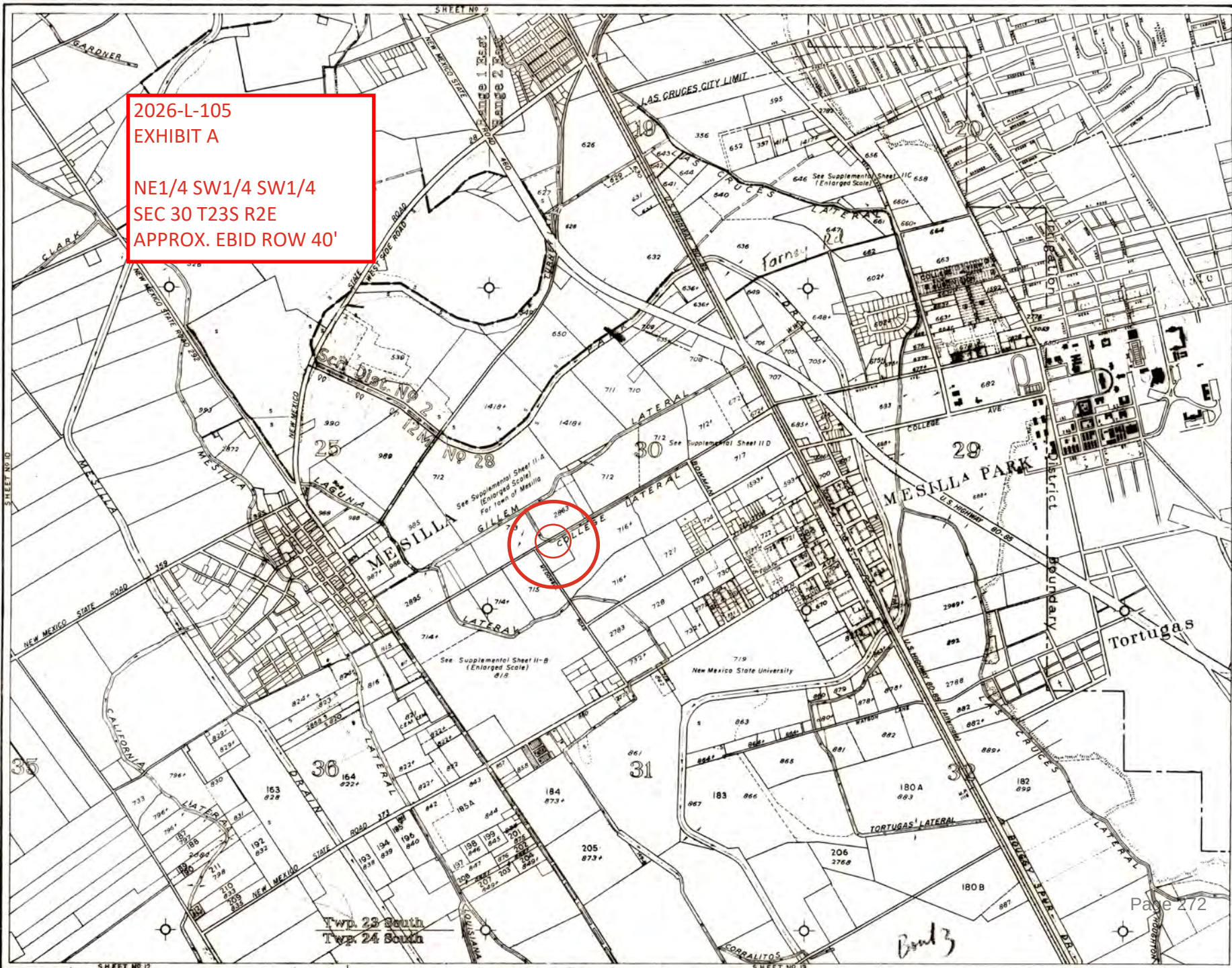
Approved by EBID Board of Directors

SIGNATURE/DATE:

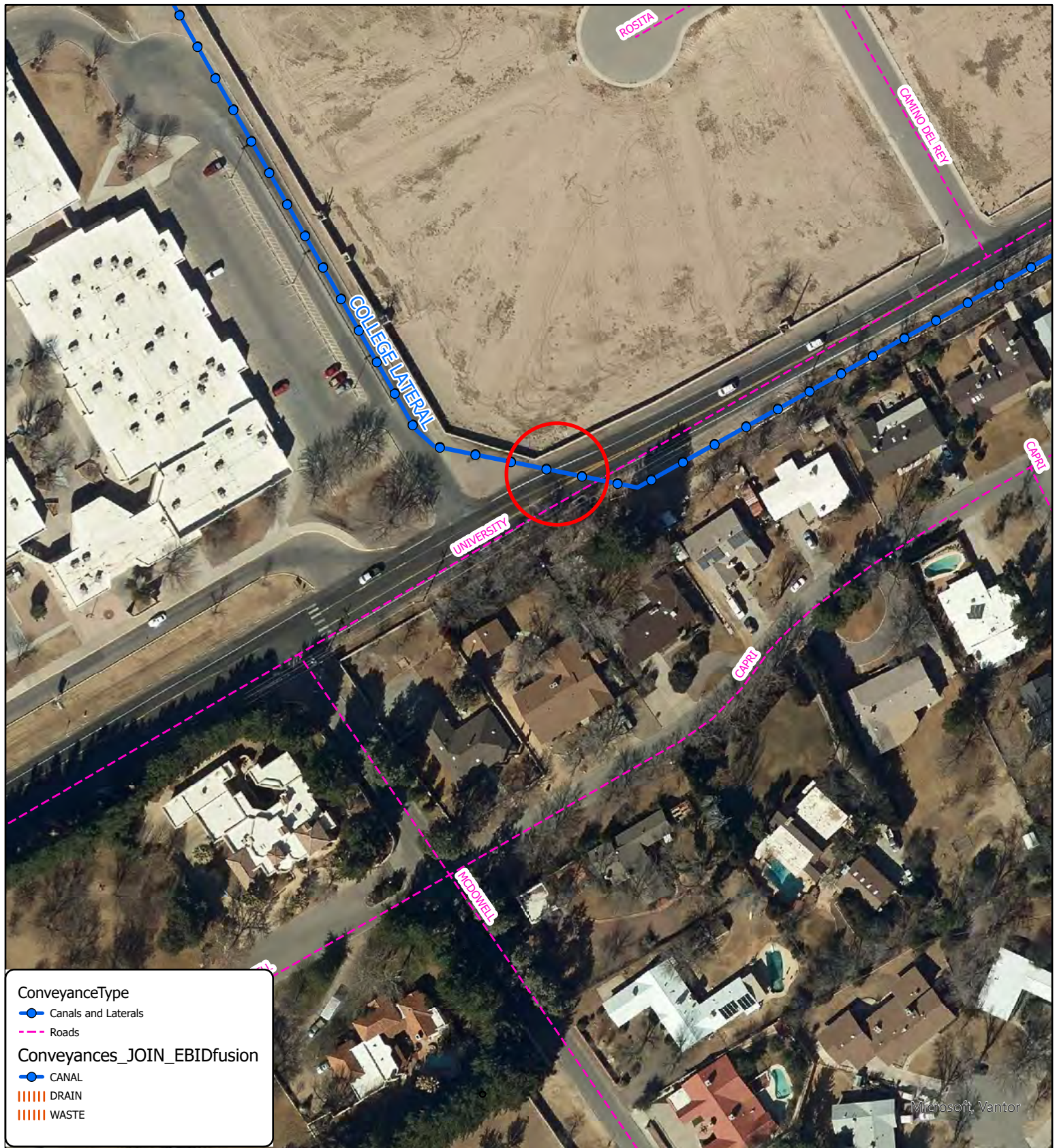
Approved by EBID Engineer

2026-L-105
EXHIBIT A

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

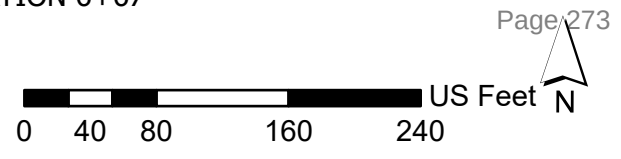


EXPLANATION		AUTHORITIES	SCALE	PROPERTY NUMBERS	BUREAU OF RECLAMATION RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT,	MESILLA VALLEY SHEET — 11 MESILLA PARK
Canals	Leaves					
Suspended Areas	Roads	Compiled from Topographic and Location Surveys by the Bureau of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



2026-L-105
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING BURIED SEWER PIPE CROSSING THE
COLLEGE LATERAL AT APPROXIMATE STATION 6+67
EBID APPROX. ROW 40'



(FST050972)

Contract No. 14-06-503-1992

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRANDE PROJECT, NEW MEXICO-TEXAS

LICENSE AGREEMENT WITH THE CITY OF LAS CRUCES, NEW
MEXICO, FOR CONSTRUCTION AND MAINTENANCE OF SANITARY
SEWER LINE CROSSINGS OF THE LAS CRUCES LATERAL AND
COLLEGE LATERAL

THIS AGREEMENT, made this 19th day of June, 1972, in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly the Reclamation Project Act of 1939 (53 Stat. 1187), between the UNITED STATES OF AMERICA, hereinafter referred to as "United States", represented by the officer executing this agreement, hereinafter termed "Contracting Officer", it being understood that the obligations of the United States hereunder relate only to the activities of the Bureau of Reclamation, and the CITY OF LAS CRUCES, NEW MEXICO, a municipal corporation duly organized and existing under and by virtue of the laws of the State of New Mexico, hereinafter styled "Licensee."

WITNESSETH THAT:

WHEREAS, Licensee at its sole expense desires to construct, operate and maintain sanitary sewer line crossings of the Las Cruces Lateral and the College Lateral, facilities of the Rio Grande Reclamation Project, and

WHEREAS, the granting and exercise of the license on right-of-way of the United States in the manner and under the conditions set forth will not be incompatible with the requirements of the United States for the operation and maintenance of the irrigation facilities of the Federal Rio Grande Reclamation Project.

NOW, THEREFORE, the parties hereto agree as follows:

1. For and upon payment of the consideration hereinafter stated, the United States, to the extent of its interest therein, hereby grants to Licensee permission for a period of fifty (50) years from the date hereof to construct, operate and maintain sanitary sewer line crossings of the Las Cruces Lateral at approximately Station

(FST050972)

333+03 and the College Lateral at approximately Station 6+67, all in Dona Ana County, New Mexico, as more specifically located and shown on Exhibit A, sheets 1 and 2 thereof, attached hereto and by this reference made a part hereof.

2. Licensee agrees to bear the cost to the United States of issuing and administering this license agreement, including the cost of inspection of construction. To this end Licensee will, upon execution of this agreement by the parties, pay to the United States the sum of One Hundred and Thirty Dollars (\$130.00) of which \$50.00 is for issuing and administering this license and \$80.00 is for the cost of inspection of construction work.

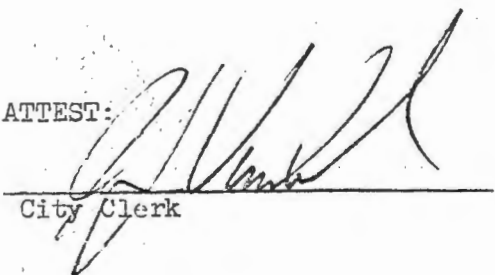
3. Warning signs shall be placed near the edge of the right of way on each side of the crossing. The signs shall be clearly visible from equipment used for operation and maintenance of the project facility.

4. Construction shall be accomplished at such time or times as will not interfere with the use of the Rio Grande Project facilities as determined by the Project Superintendent or his authorized representative prior to commencement of construction.

5. The "General Provisions -- License Agreements" (FST070271) attached hereto is hereby made a part of this license agreement the same as if it had been expressly set forth herein. Where the term "Licensee is used in said General Provisions - License Agreements, it shall be understood to refer to the City of Las Cruces, New Mexico.

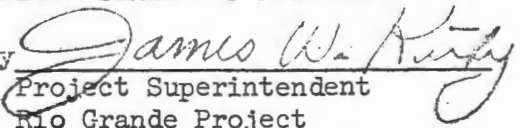
IN WITNESS WHEREOF, the parties hereto have caused this license agreement to be executed as of the day and year first hereinabove written.

ATTEST:


City Clerk

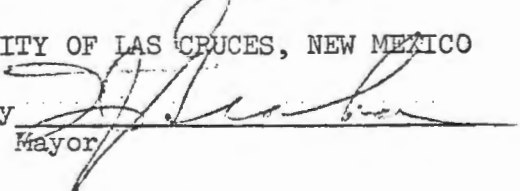
UNITED STATES OF AMERICA

By


Project Superintendent
Rio Grande Project
Bureau of Reclamation

CITY OF LAS CRUCES, NEW MEXICO

By


Mayor

GENERAL PROVISIONS -- LICENSE AGREEMENTS

1. RIGHTS RESERVED IN UNITED STATES. There is reserved to the United States and its assigns the prior right to use any of the lands herein described to construct, operate and maintain structures and facilities including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephone and telegraph lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

2. LICENSEE RESPONSIBLE FOR CHARGES. The Licensee further agrees that if the construction of any or all of such structures and facilities across, upon or upon said lands should be made more expensive by reason of the existence of improvements or works of Licensee thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty (30) days after demand is made upon the Licensee for payment of any such sums, Licensee will make payment thereof to the United States or any of its assigns constructing such structures and facilities on said lands. As an alternate to payment, Licensee, at its sole expense and within the time limits established by the United States, may remove or adapt facilities constructed and operated by it on said lands to accommodate the aforementioned structures and facilities of the United States. The Licensee shall bear the cost to the United States occasioned by the failure of Licensee to remove or adapt its facilities within the time limits specified.

3. ACCESS RESERVED TO UNITED STATES. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passover, and egress from all of said lands for the purpose of exercising, enforcing, and promoting the rights reserved herein.

4. LICENSE SUBJECT TO EXISTING RIGHTS. This license is subject to existing rights-of-way for highways, roads, canals, laterals, drains, ditches, pipelines, electrical transmission lines, telegraph and telephone lines, over any part of the described lands.

5. UNITED STATES HELD HARMLESS. a. The United States does not assume any liability and Licensee agrees to indemnify and hold the United States harmless for injury or damage to any persons or property that may arise during and in consequence of the use, occupancy, and enjoyment by Licensee of the license granted herein; or the design of, construction of, erection of, presence or maintenance of, or failure to properly and safely construct, operate and maintain, use and occupy any and all of the structures and facilities aforesaid by any part thereof.

b. The Licensee further agrees that the United States, its officers, agents, and employees and its assigns, shall not be held liable for damage to Licensee's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this license.

6. RELEASE FROM LIABILITY. The Licensee hereby releases the United States from liability for any and all loss or damage of every description or whatsoever, which may result to the Licensee from the construction, operation, and maintenance of Project works upon said land, provided that nothing in this agreement shall be construed as releasing the United States from responsibility for its own negligence.

7. LICENSEE TO DEFEND TITLE. The Licensee shall defend the United States in any action which alleges that Licensee's use of Project right-of-way facilities under this agreement is unlawful in any manner and further agree to indemnify and hold the United States harmless from the decision in any such case of litigation.

8. INTERFERENCE PROHIBITED. The Licensee shall use, occupy, and maintain said facilities with all reasonable diligence and precaution to avoid any obstruction of the irrigation and drainage facilities or other structures of the United States, or any interference in any way with the operation and maintenance of the same.

9. TERM OF LICENSE - TERMINATION. Nonuse of the licensed lands for purposes for which this license is issued continuing at any time for a period of two (2) years, shall, at the option of the United States, work a termination of this agreement and of all rights of the Licensee hereunder, and the term hereof shall in any event expire by limitation at the end of fifty (50) years from the date hereof. All rights granted to the Licensee under this agreement are subject to termination upon failure of Licensee to comply with the terms hereof.

10. REMOVAL OF FACILITIES. Unless otherwise approved by the United States, all facilities licensed under this agreement shall be removed by Licensee from the right-of-way of the United States within thirty (30) days after termination of this license at the sole expense of Licensee.

11. NO WARRANTY. The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

12. ASSIGNMENT. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

13. EQUAL OPPORTUNITY. During the performance of this contract, Licensee, hereinafter in this article termed "Contractor" agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

14. COVENANT AGAINST CONTINGENT FEES. The Licensee warrants that no person or agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Licensee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to require Licensee to pay, in addition to the contract consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

15. OFFICIALS NOT TO BENEFIT. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

16. WATER AND AIR POLLUTION CONTROL. The Licensee shall, within its legal authority, comply fully with all applicable Federal laws, orders, and regulations, and the laws of the applicable State, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, groundwater, or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants, and concerning the pollution of the air with respect to radioactive materials or other pollutants.

PROPOSED FACILITY

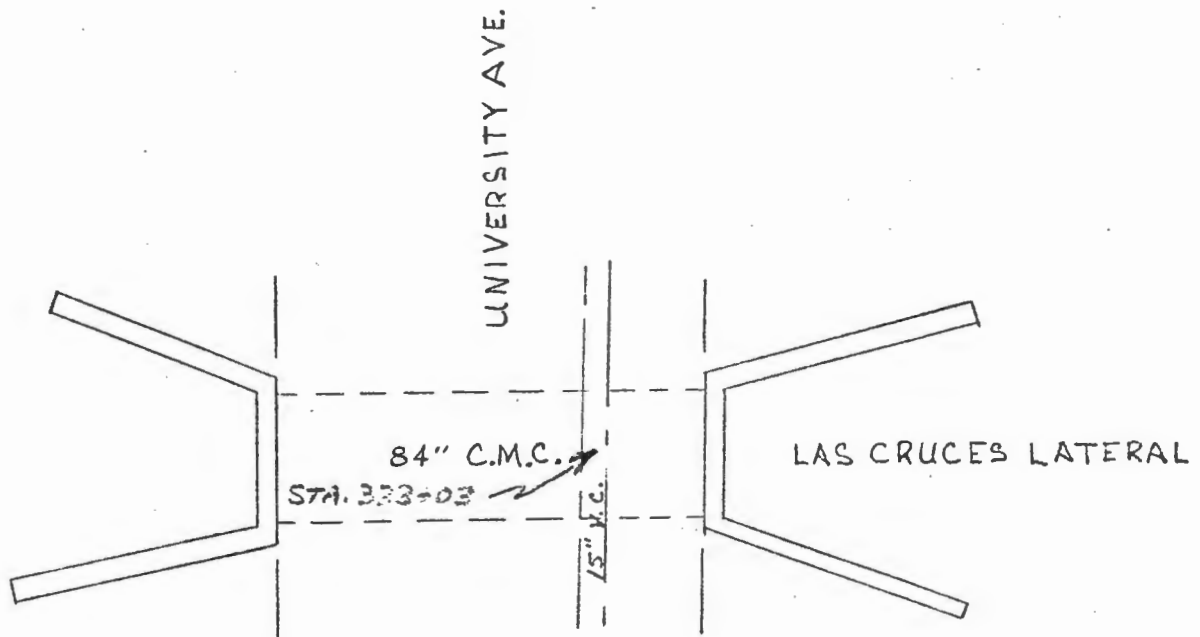
Project: University Ave. Sanitary Sewer

Type Structure: 15" V.C. Pipe

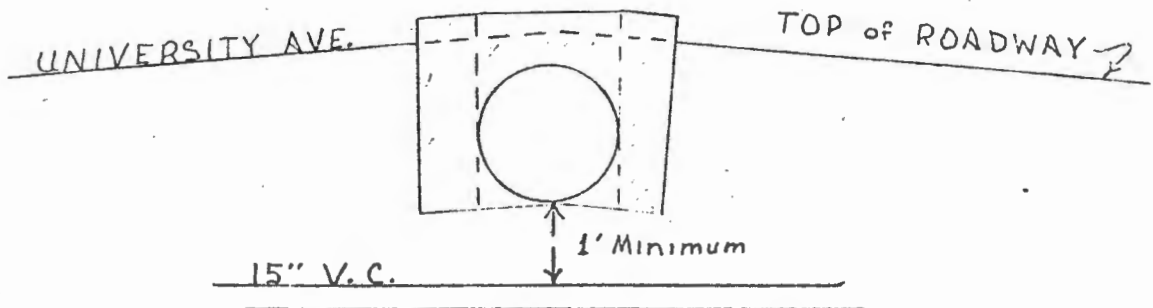
County of: Doña Ana

Application by: City of Las Cruces

Date: 6 April 1972



SCALE: 1"=10'



PROPOSED FACILITY

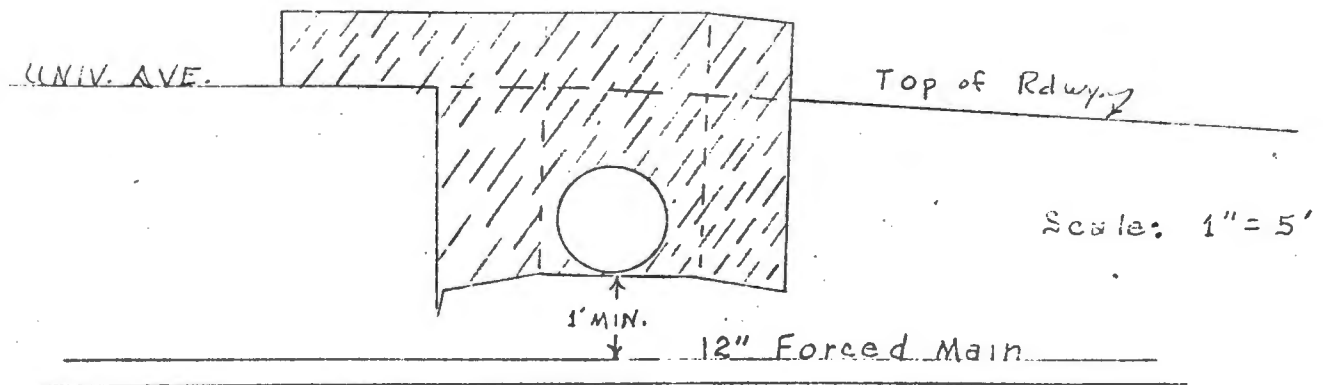
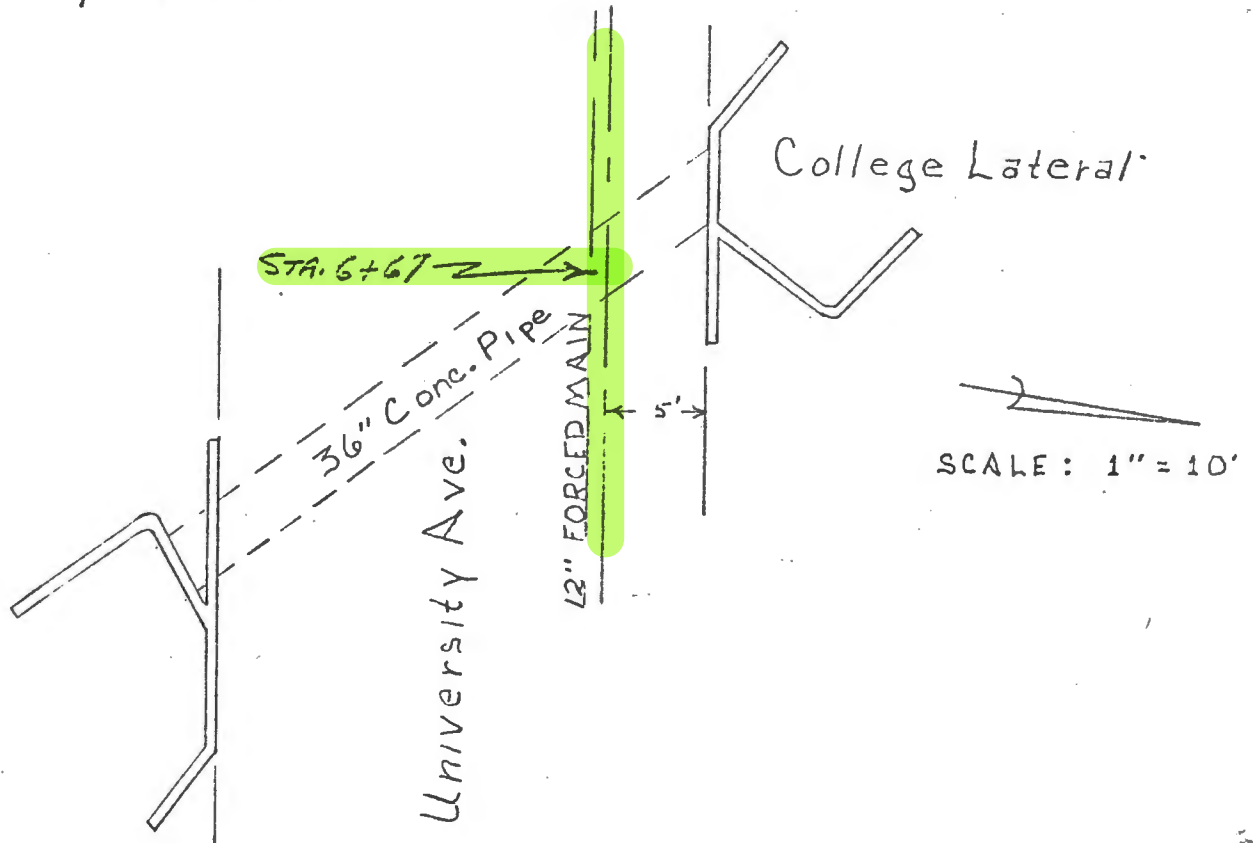
Project: University Ave. Forced Main

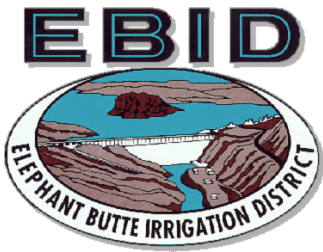
Type Structure: 12" Force Main

County of: Doña Ana

Application by: City of Las Cruces

Date: 6 April 1972





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: 2026-140

License Number: 2026-L-106

Exhibits Attached: "A" AND "B"

(Place License Number on all exhibits)

Term:

From: AUGUST 12, 2026

To: AUGUST 12, 2036

Month Day Year

Licensee (Name and address)

CITY OF LAS CRUCES / UTILITIES DEPT.

680 N. MOTEL BLVD

LAS CRUCES, NM 88009

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

TO OPERATE AND MAINTAIN AN EXISTING BURIED SEWER PIPE CROSSING THE LAGUNA LATERAL AT APPROXIMATE STATION 32+02 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

LOCATED IN THE NE¹/₄ OF NE¹/₄ OF THE SW¹/₄ OF SECTION 25, TOWNSHIP 23 SOUTH, RANGE 1 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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

- LICENSE RENEWAL: X-REFERENCE 14-06-503-1993
- 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

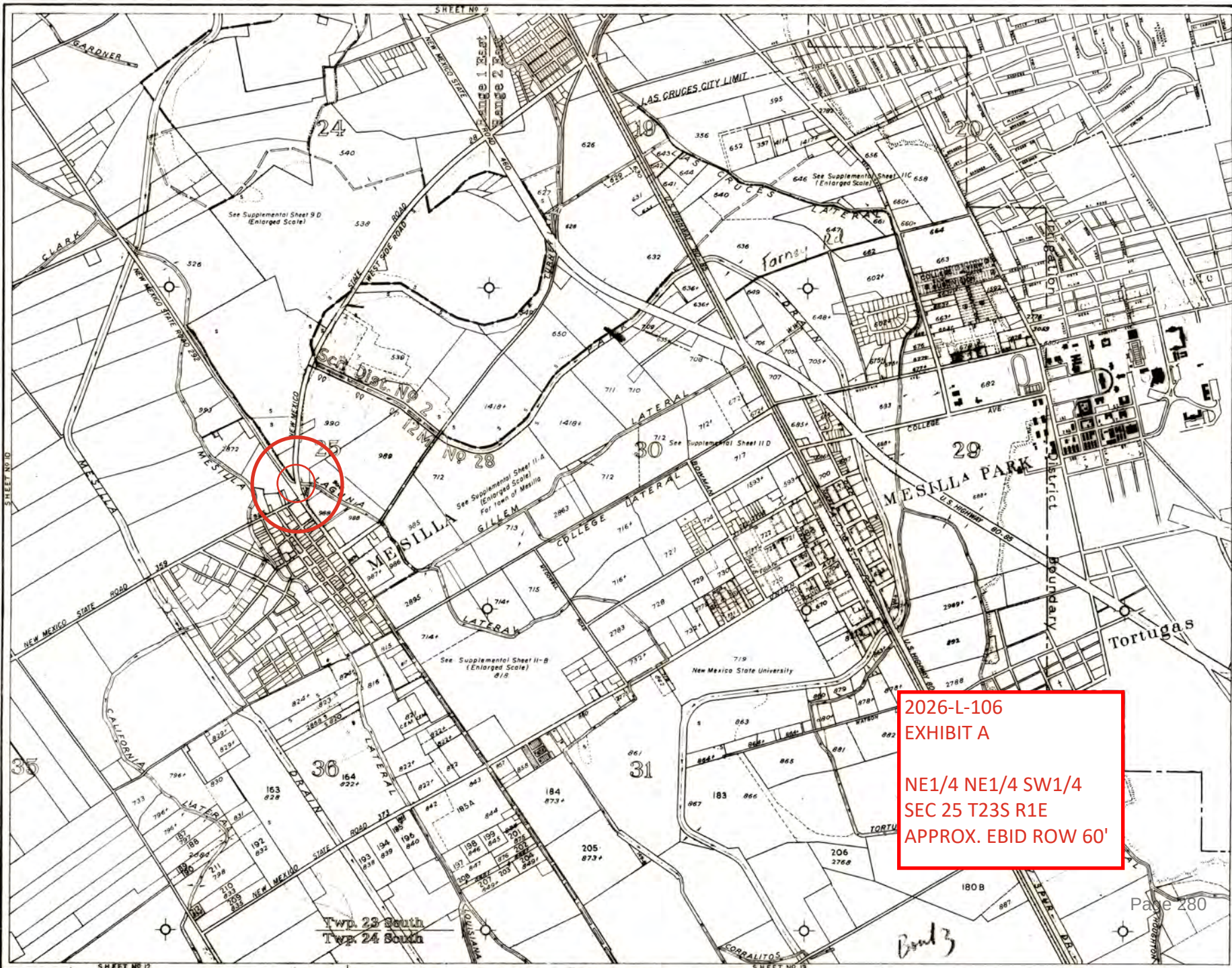
****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: AUGUST 12, 2026

Approved by EBID Board of Directors

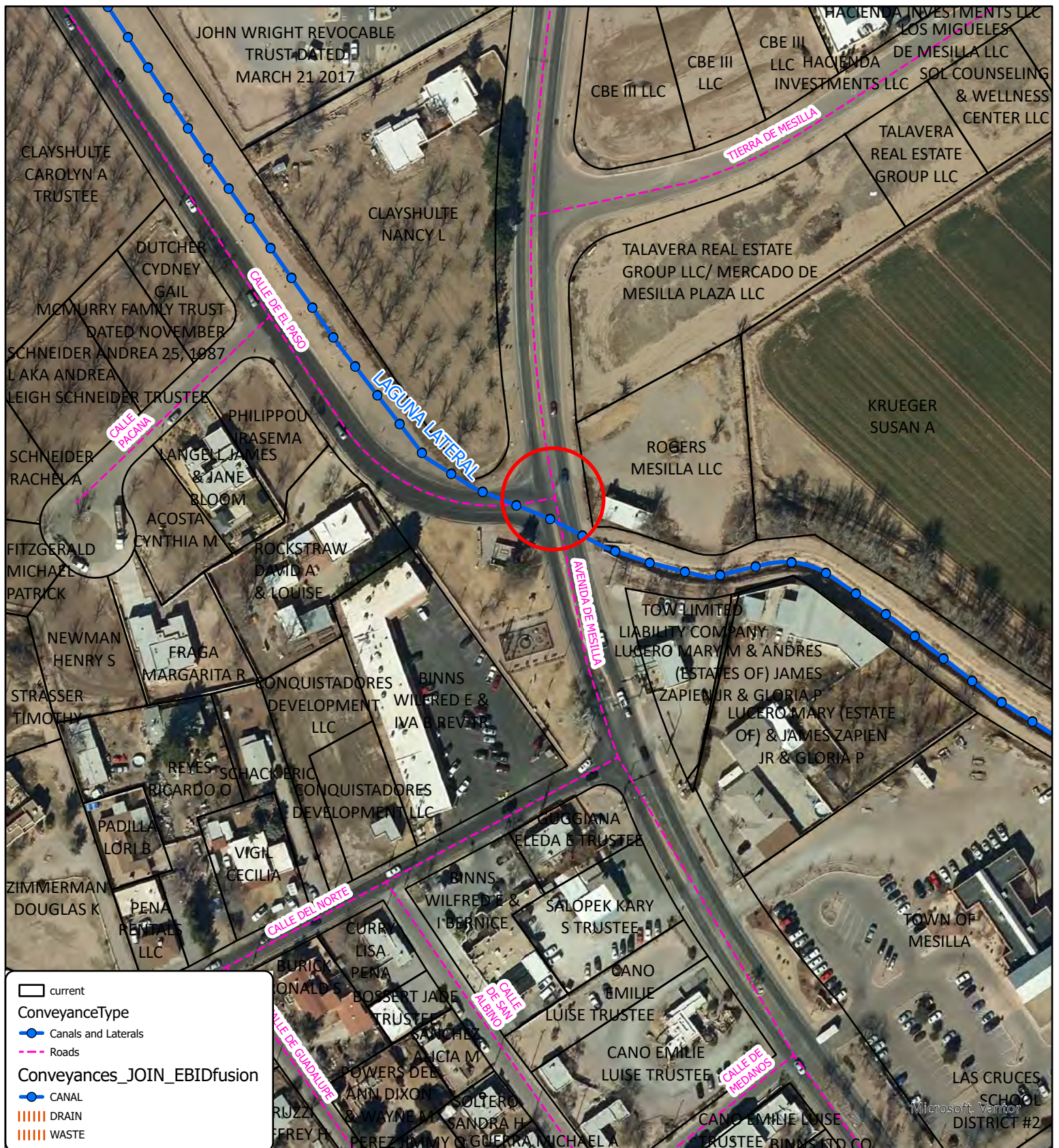
SIGNATURE/DATE:

Approved by EBID Engineer



2026-L-106
EXHIBIT A

NE1/4 NE1/4 SW1/4
SEC 25 T23S R1E
APPROX. EBID ROW 60'



2026-L-106
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING BURIED SEWER PIPE CROSSING THE LAGUNA LATERAL AT APPROXIMATE STATION 32+02
EBID APPROX. ROW 60'

0 50 100 200 300 US Feet



Contract No. 14-06-503-1993

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRANDE PROJECT, NEW MEXICO-TEXAS

LICENSE AGREEMENT WITH THE CITY OF LAS CRUCES, NEW
MEXICO, FOR CONSTRUCTION AND MAINTENANCE OF A 15"
SANITARY SEWER LINE CROSSING OF THE LAGUNA LATERAL

THIS AGREEMENT, made this 19th day of June, 1972,
in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388),
and acts amendatory thereof and supplementary thereto, particularly
the Reclamation Project Act of 1939 (53 Stat. 1187), between the
UNITED STATES OF AMERICA, hereinafter referred to as "United States,"
represented by the officer executing this agreement, hereinafter
termed "Contracting Officer," it being understood that the obligations
of the United States hereunder relate only to the activities of the
Bureau of Reclamation, and the CITY OF LAS CRUCES, NEW MEXICO, a
municipal corporation duly organized and existing under and by virtue
of the laws of the State of New Mexico, hereinafter styled "Licensee."

WITNESSETH THAT:

WHEREAS, Licensee at its sole expense desires to construct,
operate and maintain a 15" sanitary sewer line crossing of the Laguna
Lateral, a facility of the Rio Grande Reclamation Project, and

WHEREAS, the granting and exercise of the license on right-
of-way of the United States in the manner and under the conditions
set forth will not be incompatible with the requirements of the United
States for the operation and maintenance of the irrigation facilities
of the Federal Rio Grande Reclamation Project.

NOW, THEREFORE, the parties hereto agree as follows:

1. For and upon payment of the consideration hereinafter
stated, the United States, to the extent of its interest therein,
hereby grants to Licensee permission for a period of fifty (50) years
from the date hereof to construct, operate and maintain a 15" sanitary

(FST060172)

sewer line crossing of the Laguna Lateral at approximately Station 32+20, all in Dona Ana County, New Mexico, as more specifically located and shown on Exhibit A, attached hereto and by this reference made a part hereof.

2. Licensee agrees to bear the cost to the United States of issuing and administering this license agreement, including the cost of inspection of construction. To this end Licensee will, upon execution of this agreement by the parties, pay to the United States the sum of Ninety Dollars (\$90.00) of which \$50.00 is for issuing and administering this license and \$40.00 is to cover the cost of inspection of construction work.

3. Construction shall be accomplished at such time or times as will not interfere with the use of the Rio Grande Project facilities as determined by the Project Superintendent or his authorized representative prior to commencement of construction.

4. The "General Provisions -- License Agreements" (FST070271) attached hereto is hereby made a part of this license agreement the same as if it had been expressly set forth herein. Where the term "Licensee" is used in said General Provisions - License Agreements, it shall be understood to refer to the City of Las Cruces, New Mexico.

IN WITNESS WHEREOF, the parties hereto have caused this license agreement to be executed as of the day and year first hereinabove written.

(SEAL)

ATTEST:

City Clerk

UNITED STATES OF AMERICA

By

James W. Kirby
Project Superintendent
Rio Grande Project
Bureau of Reclamation

CITY OF LAS CRUCES, NEW MEXICO

By

Mayor

GENERAL PROVISIONS -- LICENSE AGREEMENTS

RIGHTS RESERVED IN UNITED STATES. There is reserved to the United States the right to use any of the lands herein described to operate and maintain structures and facilities including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephone and telegraph lines, and structures generally, substations, switchyards, powerplants and any other structures and facilities, without any compensation to the United States or its successors for such right.

LICENSEE RESPONSIBLE FOR CHARGES. The Licensee further agrees to construct any or all of such structures and facilities across, on, or over said lands should be made more expensive by reason of the existence of such structures or works of Licensee thereon, such additional expense is to be paid by the Secretary of the Interior, whose estimate is to be final and binding on the parties hereto. Within thirty (30) days after demand is made for payment of any such sums, Licensee will make payment to the United States or any of its assigns constructing such structures or works on said lands. As an alternate to payment, Licensee, at its sole expense and within the time limits established by the United States, may adapt facilities constructed and operated by it on said lands to the aforementioned structures and facilities of the United States. Licensee shall bear the cost to the United States occasioned by the failure to remove or adapt its facilities within the time limits specified.

ACCESS RESERVED TO UNITED STATES. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees to enter proper times and places freely to have ingress to, passover, and use of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.

LICENSE SUBJECT TO EXISTING RIGHTS. This license is subject to the rights-of-way for highways, roads, canals, laterals, drains, ditches, electrical transmission lines, telegraph and telephone lines, over the lands described herein.

UNITED STATES HELD HARMLESS. a. The United States does not warrant that the Licensee's use of Project right-of-way will not result in injury or damage to any persons or property that may arise during the use, occupancy, and enjoyment by Licensee of the Project right-of-way; or the design of, construction of, erection of, presence of, or failure to properly and safely construct, operate and maintain any and all of the structures and facilities aforesaid on or over the Project right-of-way.

The Licensee further agrees that the United States, its officers, agents, employees and its assigns, shall not be held liable for the Licensee's improvements or works by reason of the exercise of the Project right-of-way; nor shall anything contained in this paragraph be construed in any manner limiting other reservations in favor of the United States contained in this license.

RELEASE FROM LIABILITY. The Licensee hereby releases the United States from liability for any and all loss or damage of every description or kind, which may result to the Licensee from the construction, operation, and maintenance of Project works upon said land, provided that this agreement shall be construed as releasing the United States from liability for its own negligence.

LICENSEE TO DEFEND TITLE. The Licensee shall defend the United States against any action which alleges that Licensee's use of Project right-of-way is unlawful under this agreement in any manner and further agrees to hold the United States harmless from the decision in any such action.

INTERFERENCE PROHIBITED. The Licensee shall use, occupy, and operate the facilities with all reasonable diligence and precaution to avoid obstruction of the irrigation and drainage facilities or other facilities of the United States, or any interference in any way with the operation of the same.

TERM OF LICENSE - TERMINATION. Nonuse of the licensed lands for a period of which this license is issued continuing at any time for a period of (2) years, shall, at the option of the United States, work a termination of this agreement and of all rights of the Licensee hereunder, and shall in any event expire by limitation at the end of fifty (50) years from the date hereof. All rights granted to the Licensee under this agreement shall terminate upon failure of Licensee to comply with the terms of this license.

REMOVAL OF FACILITIES. Unless otherwise approved by the United States, all facilities licensed under this agreement shall be removed by the Licensee from the right-of-way of the United States within thirty (30) days after the expiration of this license at the sole expense of Licensee.

NO WARRANTY. The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

ASSIGNMENT. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

EQUAL OPPORTUNITY. During the performance of this contract, Licensee, hereinafter in this article termed "Contractor" agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

14. **COVENANT AGAINST CONTINGENT FEES.** The Licensee warrants that no person or agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Licensee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to require Licensee to pay, in addition to the contract consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

15. **OFFICIALS NOT TO BENEFIT.** No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

16. **WATER AND AIR POLLUTION CONTROL.** The Licensee shall, within its legal authority, comply fully with all applicable Federal laws, orders, and regulations, and the laws of the applicable State, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, groundwater, or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants, and concerning the pollution of the air with respect to radioactive materials or other pollutants.

PROPOSED FACILITY

PROJECT: '72 Water & Sewer

OF STRUCTURE: 15" Sewer

LOCATION: of: Doña Ana

APPROVED BY: City of Las Cruces

DATE: April 25, 1972

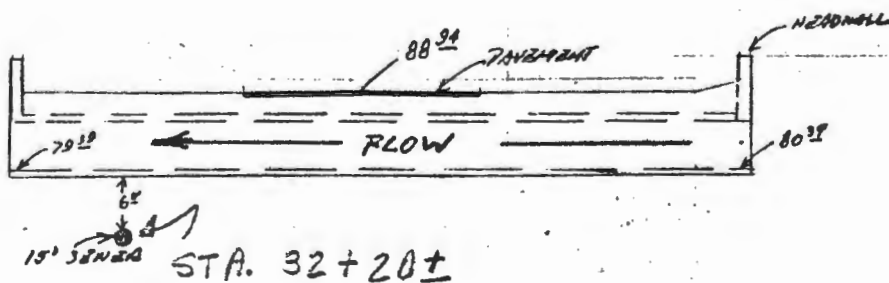
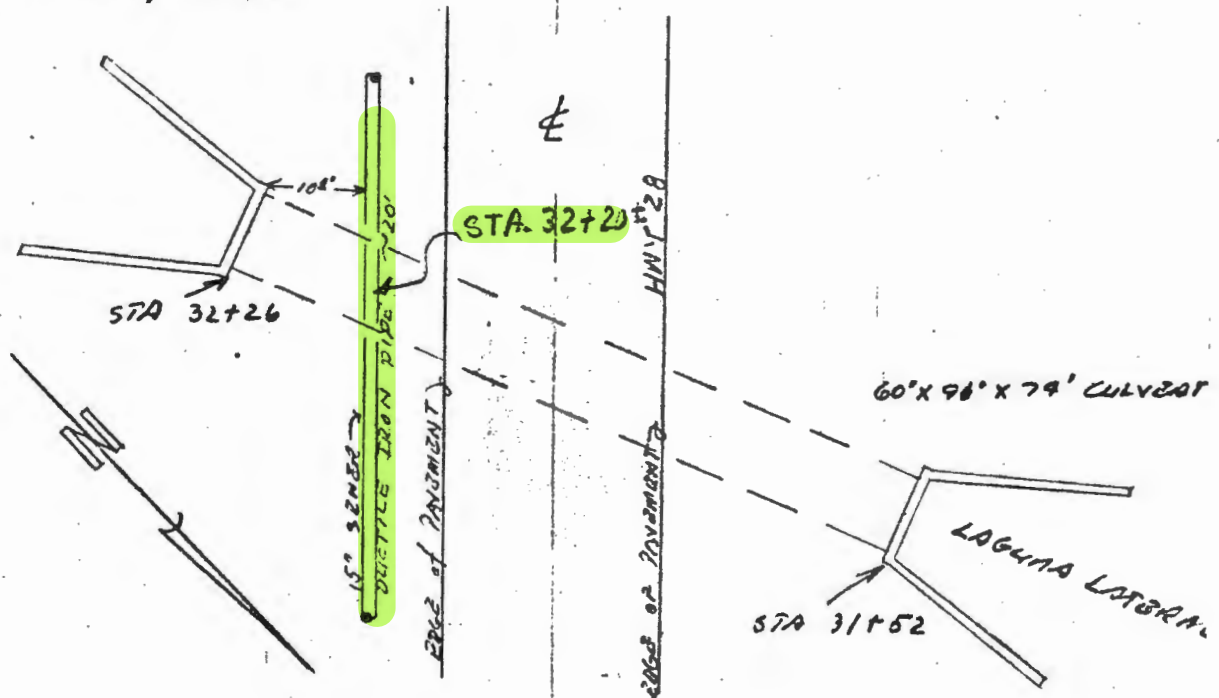
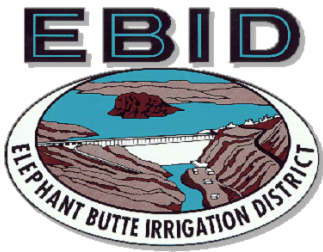


EXHIBIT A



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: 2026-141

License Number: 2026-L-107

Exhibits Attached: "A" AND "B"

(Place License Number on all exhibits)

Term:

From: AUGUST 12, 2026

To: AUGUST 12, 2036

Month Day Year

Licensee (Name and address)

CITY OF LAS CRUCES / UTILITIES DEPT.

680 N. MOTEL BLVD

LAS CRUCES, NM 88009

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

TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 146+60 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

LOCATED IN THE SW¹/₄ OF SE¹/₄ OF THE NW¹/₄ OF SECTION 7, 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.)

- LICENSE RENEWAL: X-REFERENCE 14-06-503-1994
- 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: AUGUST 12, 2026

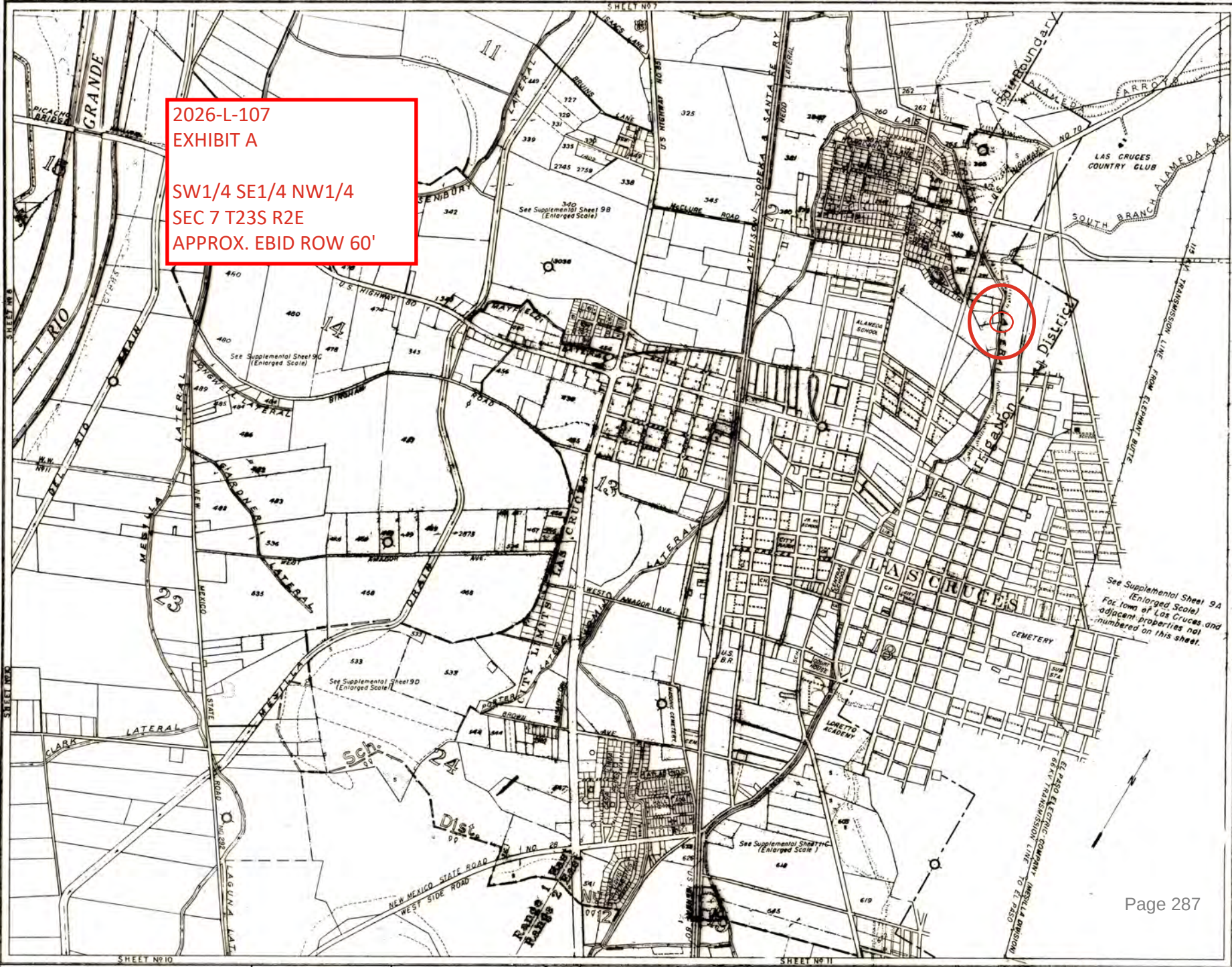
Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer

2026-L-107
EXHIBIT A

SW1/4 SE1/4 NW1/4
SEC 7 T23S R2E
APPROX. EBID ROW 60'



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

EXPLANATION
Canals
Suspended Areas
Various Classifications
Leaves
Roads
High Land
Volley Land
Drains
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, Deed Notes, Etc.)
but with no assurance that they
are either authentic or valid.

SCALE
0 1000 2000 3000
T 23S. R 1&2E
DATE 1958 REVISED

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

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

MESILLA VALLEY
SHEET
LAS CRUCES



(FST051272).

Contract No. 14-06-503-1994

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRANDE PROJECT, NEW MEXICO-TEXAS

LICENSE AGREEMENT WITH THE CITY OF LAS CRUCES, NEW
MEXICO, FOR CONSTRUCTION AND MAINTENANCE OF WATER
LINE CROSSINGS OF THE LAS CRUCES AND ARMIJO LATERALS

THIS AGREEMENT, made this 22d day of June, 1972, in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly the Reclamation Project Act of 1939 (53 Stat. 1187), between the UNITED STATES OF AMERICA, hereinafter referred to as "United States", represented by the officer executing this agreement, hereinafter termed "Contracting Officer", it being understood that the obligations of the United States hereunder relate only to the activities of the Bureau of Reclamation, and the CITY OF LAS CRUCES, NEW MEXICO, a municipal corporation duly organized and existing under and by virtue of the laws of the State of New Mexico, hereinafter styled "Licensee."

WITNESSETH THAT:

WHEREAS, Licensee at its sole expense desires to construct, operate and maintain asbestos cement water line crossings of the Las Cruces Lateral and the Armijo Lateral, facilities of the Rio Grande Reclamation Project, and

WHEREAS, the granting and exercise of the license on right-of-way of the United States in the manner and under the conditions set forth will not be incompatible with the requirements of the United States for the operation and maintenance of the irrigation facilities of the Federal Rio Grande Reclamation Project.

NOW, THEREFORE, the parties hereto agree as follows:

1. For and upon payment of the consideration hereinafter stated, the United States, to the extent of its interest therein, hereby grants to Licensee permission for a period of fifty (50) years from the date hereof to construct, operate and maintain asbestos cement water line crossings of the Las Cruces Lateral at approximately

(FST051272)

146+60 and the Armijo Lateral at approximately Station 24+09, all in Dona Ana County, New Mexico, as more specifically located and shown on Exhibit A, sheets 1 and 2 thereof, attached hereto and by this reference made a part hereof.

2. Licensee agrees to bear the cost to the United States of issuing and administering this license agreement, including the cost of inspection of construction. To this end Licensee will, upon execution of this agreement by the parties, pay to the United States the sum of One Hundred and Thirty Dollars (\$130.00) of which \$50.00 is for issuing and administering this license and \$80.00 is for the cost of inspection of construction work.

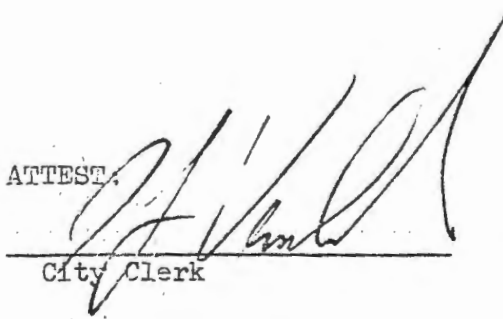
3. Warning signs shall be placed near the edge of the right of way on each side of the crossing. The signs shall be clearly visible from equipment used for operation and maintenance of the project facilities.

4. Construction shall be accomplished at such time or times as will not interfere with the use of the Rio Grande Project facilities as determined by the Project Superintendent or his authorized representative prior to commencement of construction.

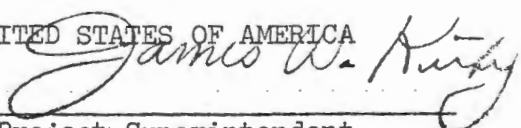
5. The "General Provisions -- License Agreements" (FST070271) attached hereto is hereby made a part of this license agreement the same as if it had been expressly set forth herein. Where the term "Licensee" is used in said General Provisions - License Agreements, it shall be understood to refer to the City of Las Cruces, New Mexico.

IN WITNESS WHEREOF, the parties hereto have caused this license agreement to be executed as of the day and year first hereinabove written.

ATTEST:

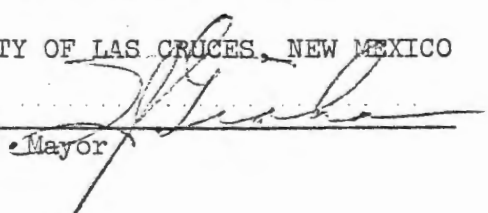

City Clerk

UNITED STATES OF AMERICA

By 

Project Superintendent
Rio Grande Project
Bureau of Reclamation

CITY OF LAS CRUCES, NEW MEXICO

By 

Mayor

GENERAL PROVISIONS -- LICENSE AGREEMENTS

1. **RIGHTS RESERVED IN UNITED STATES.** There is reserved to the United States and its assigns the prior right to use any of the lands herein described to construct, operate and maintain structures and facilities including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephone and telegraph lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

2. **LICENSEE RESPONSIBLE FOR CHANGES.** The Licensee further agrees that if the construction of any or all of such structures and facilities across, over or upon said lands should be made more expensive by reason of the existence of improvements or works of Licensee thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty (30) days after demand is made upon the Licensee for payment of any such sums, Licensee will make payment thereof to the United States or any of its assigns constructing such structures and facilities on said lands. As an alternate to payment, Licensee, at its sole cost and expense and within the time limits established by the United States, may remove or adapt facilities constructed and operated by it on said lands to accommodate the aforementioned structures and facilities of the United States. The Licensee shall bear the cost to the United States occasioned by the failure of Licensee to remove or adapt its facilities within the time limits specified.

3. **ACCESS RESERVED TO UNITED STATES.** There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passover, and egress from all of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.

4. **LICENSE SUBJECT TO EXISTING RIGHTS.** This license is subject to existing rights-of-way for highways, roads, canals, laterals, drains, ditches, pipelines, electrical transmission lines, telegraph and telephone lines, over any part of the described lands.

5. **UNITED STATES HELD HARMLESS.** a. The United States does not assume any liability and Licensee agrees to indemnify and hold the United States harmless for injury or damage to any persons or property that may arise during and in consequence of the use, occupancy, and enjoyment by Licensee of the license granted herein; or the design of, construction of, erection of, presence of, maintenance of, or failure to properly and safely construct, operate and maintain, use and occupy any and all of the structures and facilities aforesaid or any part thereof.

b. The Licensee further agrees that the United States, its officers, agents, and employees and its assigns, shall not be held liable for any damage to Licensee's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this license.

6. **RELEASE FROM LIABILITY.** The Licensee hereby releases the United States from liability for any and all loss or damage of every description or kind whatsoever, which may result to the Licensee from the construction, operation, and maintenance of Project works upon said land, provided that nothing in this agreement shall be construed as releasing the United States from responsibility for its own negligence.

7. **LICENSEE TO DEFEND TITLE.** The Licensee shall defend the United States in any action which alleges that Licensee's use of Project right-of-way or facilities under this agreement is unlawful in any manner and further agrees to indemnify and hold the United States harmless from the decision in any such type of litigation.

8. **INTERFERENCE PROHIBITED.** The Licensee shall use, occupy, and maintain said facilities with all reasonable diligence and precaution to avoid damage to or obstruction of the irrigation and drainage facilities or other structures of the United States, or any interference in any way with the operation and maintenance of the same.

9. **TERM OF LICENSE - TERMINATION.** Nonuse of the licensed lands for the purposes for which this license is issued continuing at any time for a period of two (2) years, shall, at the option of the United States, work a termination of this agreement and of all rights of the Licensee hereunder, and the term hereof shall in any event expire by limitation at the end of fifty (50) years from the date hereof. All rights granted to the Licensee under this agreement are subject to termination upon failure of Licensee to comply with the terms hereof.

10. **REMOVAL OF FACILITIES.** Unless otherwise approved by the United States, all facilities licensed under this agreement shall be removed by Licensee from the right-of-way of the United States within thirty (30) days after termination of this license at the sole expense of Licensee.

11. **NO WARRANTY.** The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

12. **ASSIGNMENT.** This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

13. **EQUAL OPPORTUNITY.** During the performance of this contract, Licensee, hereinafter in this article termed "Contractor" agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of the Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraph (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

14. **COVENANT AGAINST CONTINGENT FEE.** The Licensee warrants that no person or agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Licensee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability to Licensee. It is the discretion of the United States to require Licensee to pay, in addition to the contract price, the full amount of such commission, percentage, brokerage or contingent fee.

15. **OFFICIALS NOT TO BENEFIT.** No member of or delegate to or resident commissioner shall be admitted to any share or part of the benefit or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or to its general benefit.

16. **WATER AND AIR POLLUTION CONTROL.** The Licensee shall, through its legal authority, comply fully with all applicable Federal laws, rules, and regulations, and the laws of the applicable State, all as administered by appropriate authorities, concerning the pollution of streams, rivers, groundwater, or water courses with respect to thermal pollution or discharge of refuse, garbage, sewage effluent, industrial waste, oil, sludge, tailings, mineral salts, or other pollutants, and concerning the pollution of the air with respect to radioactive materials or other pollutants.

PROPOSED FACILITY

PROJECT: Water Transmission H.U.D. No. WS-NM-13

TYPE STRUCTURE: 14" AC

COUNTY OF: DONA ANA

APPLICATION BY: CITY OF LAS CRUCES

DATE: 29 MARCH, 1972

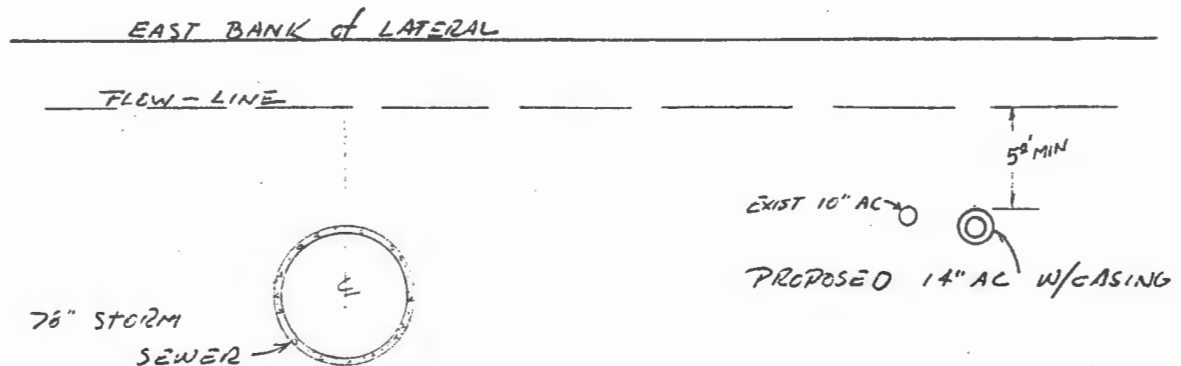
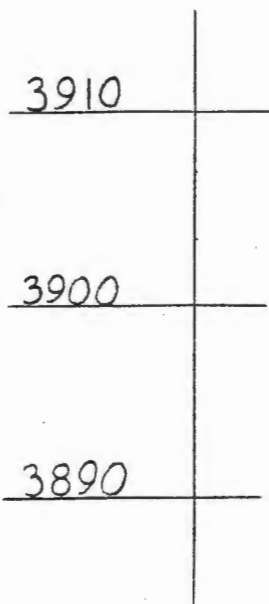
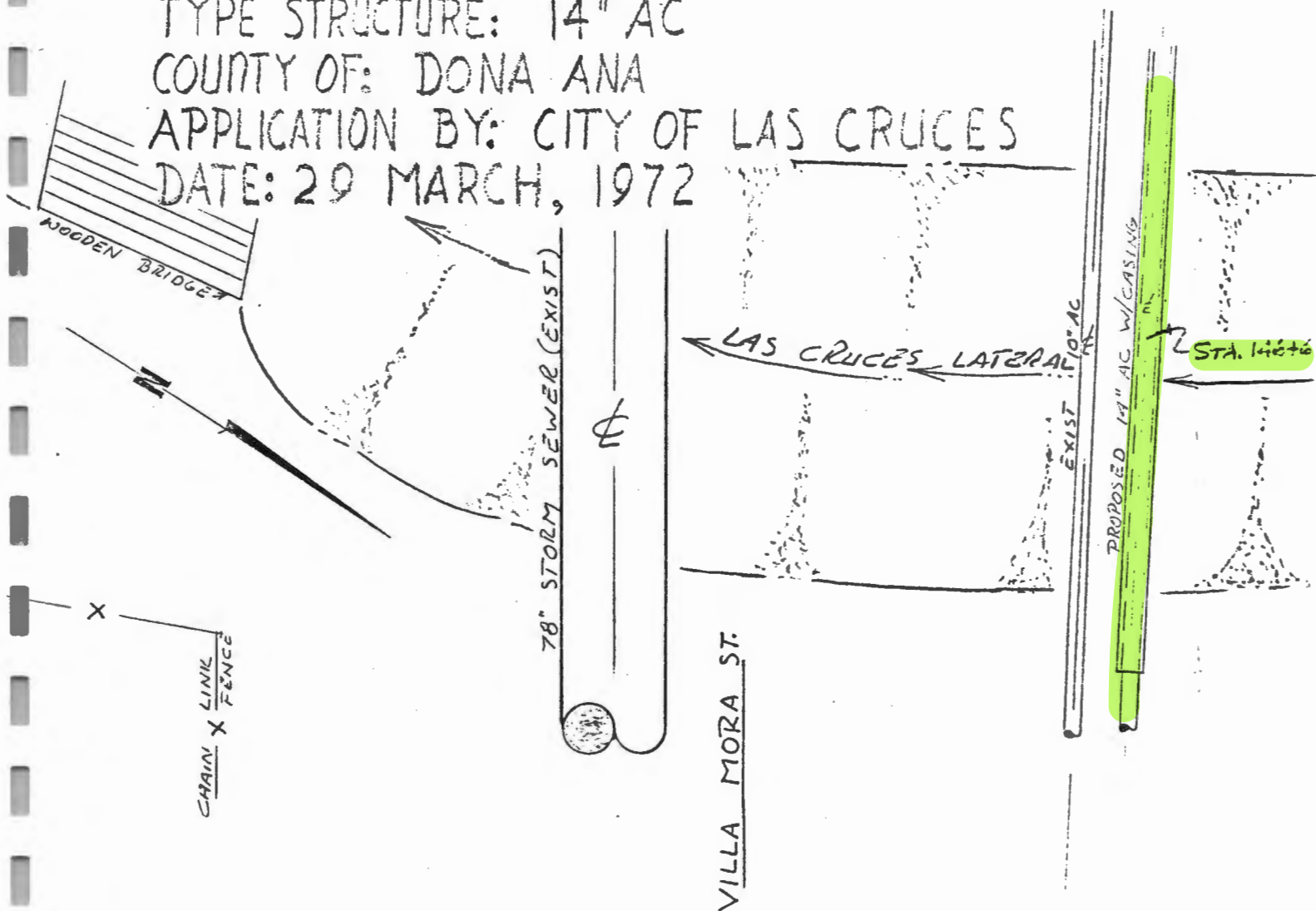


EXHIBIT A
Page 292

SCALE: 1" = 10'
HD

PROPOSED FACILITY

PROJECT: Water Transmission

TYPE STRUCTURE: 12" AC

COUNTY OF: Dona Ana

APPLICATION BY: CITY of LAS CRUCES

DATE: 31 March, 1972

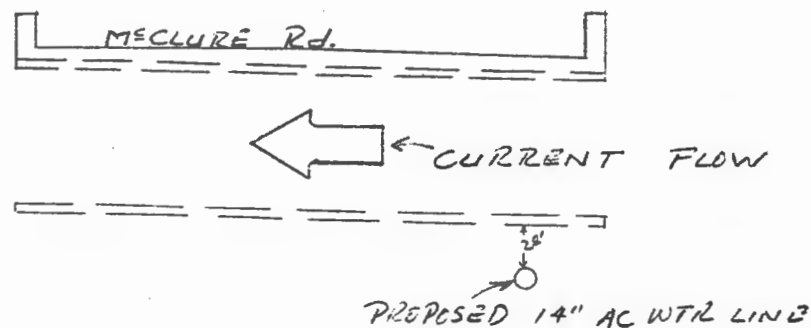
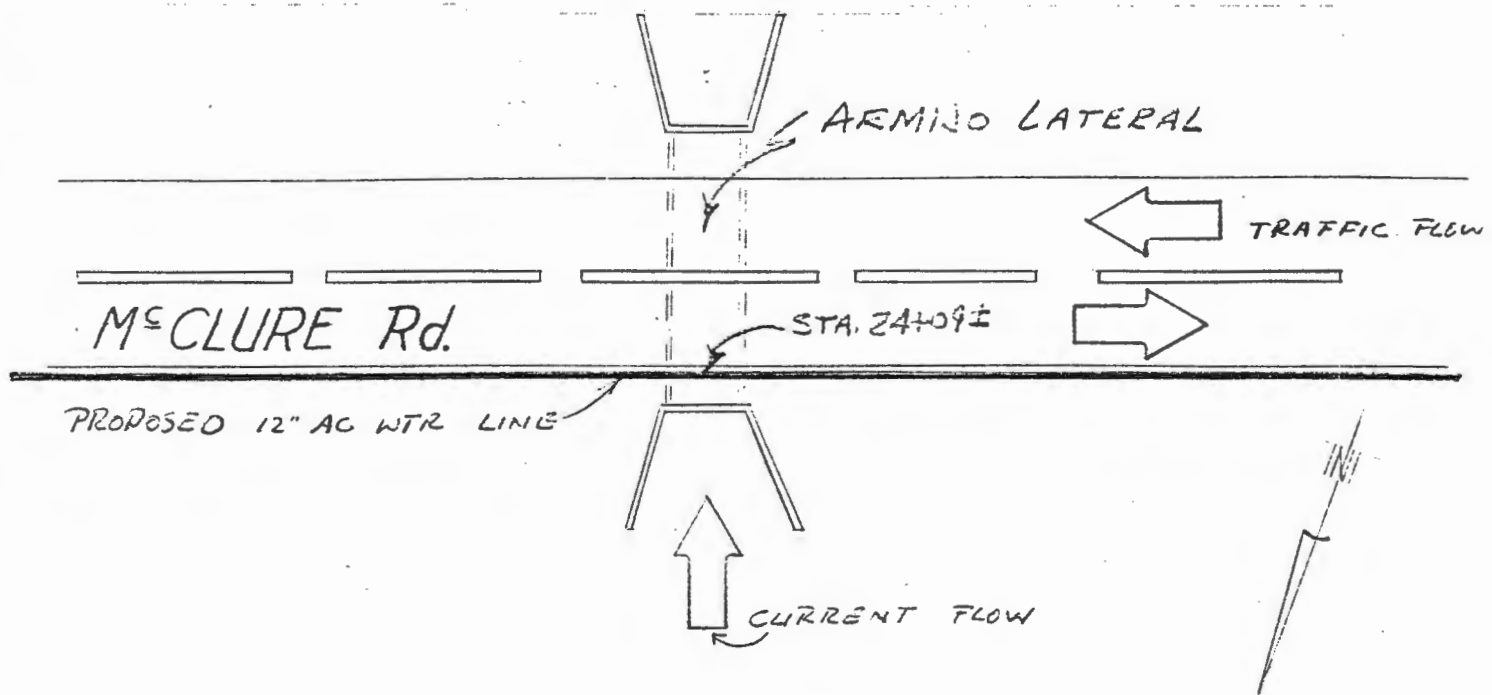
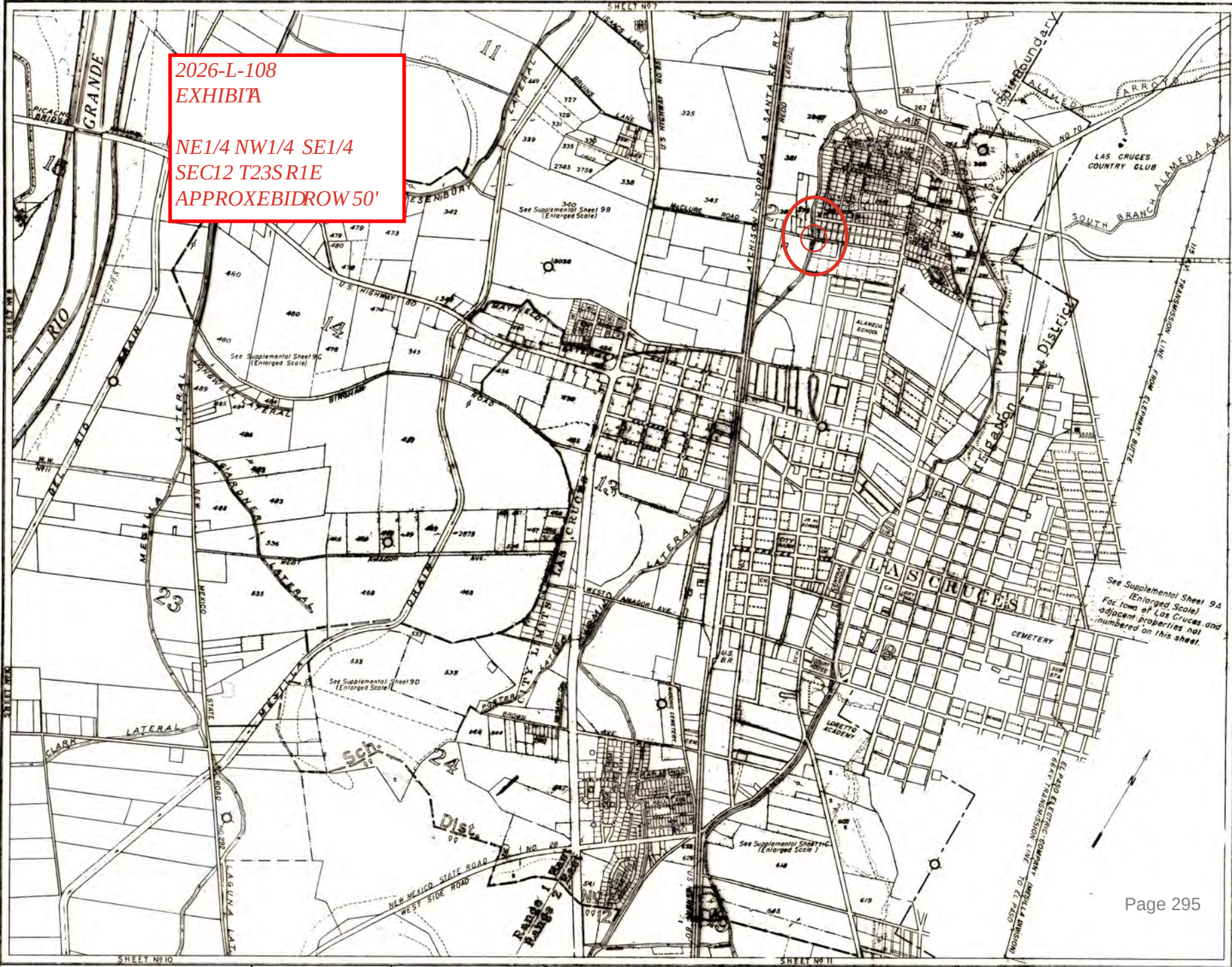


EXHIBIT A

2026-L-108
EXHIBIT A

NE1/4 NW1/4 SE1/4
SEC12 T23S R1E
APPROX 50' BID ROW



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

EXPLANATION
Canals
Suspended Areas
Various Classifications
Leaves
Roads
High Land
Valley Land
Drains
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, Deed Notes, Etc.)
but with no assurance that they
are either authentic or valid.

SCALE
0 1000 2000 3000
T 23 S. R 1 E 2 E
DATE 1959 REVISED

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

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

MESILLA VALLEY
SHEET
LAS CRUCES
9



2026-L-108
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING BURIED WATER LINE CROSSING THE
ARMIDO LATERAL AT APPROXIMATE STATION 24+09
EBID APPROX. ROW 50'

Page 296

0 40 80 160 240 US Feet



(FST051272).

Contract No. 14-06-503-1994

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRANDE PROJECT, NEW MEXICO-TEXAS

LICENSE AGREEMENT WITH THE CITY OF LAS CRUCES, NEW
MEXICO, FOR CONSTRUCTION AND MAINTENANCE OF WATER
LINE CROSSINGS OF THE LAS CRUCES AND ARMIJO LATERALS

THIS AGREEMENT, made this 22d day of June, 1972, in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly the Reclamation Project Act of 1939 (53 Stat. 1187), between the UNITED STATES OF AMERICA, hereinafter referred to as "United States", represented by the officer executing this agreement, hereinafter termed "Contracting Officer", it being understood that the obligations of the United States hereunder relate only to the activities of the Bureau of Reclamation, and the CITY OF LAS CRUCES, NEW MEXICO, a municipal corporation duly organized and existing under and by virtue of the laws of the State of New Mexico, hereinafter styled "Licensee."

WITNESSETH THAT:

WHEREAS, Licensee at its sole expense desires to construct, operate and maintain asbestos cement water line crossings of the Las Cruces Lateral and the Armijo Lateral, facilities of the Rio Grande Reclamation Project, and

WHEREAS, the granting and exercise of the license on right-of-way of the United States in the manner and under the conditions set forth will not be incompatible with the requirements of the United States for the operation and maintenance of the irrigation facilities of the Federal Rio Grande Reclamation Project.

NOW, THEREFORE, the parties hereto agree as follows:

1. For and upon payment of the consideration hereinafter stated, the United States, to the extent of its interest therein, hereby grants to Licensee permission for a period of fifty (50) years from the date hereof to construct, operate and maintain asbestos cement water line crossings of the Las Cruces Lateral at approximately

(FST051272)

146+60 and the Armijo Lateral at approximately Station 24+09, all in Dona Ana County, New Mexico, as more specifically located and shown on Exhibit A, sheets 1 and 2 thereof, attached hereto and by this reference made a part hereof.

2. Licensee agrees to bear the cost to the United States of issuing and administering this license agreement, including the cost of inspection of construction. To this end Licensee will, upon execution of this agreement by the parties, pay to the United States the sum of One Hundred and Thirty Dollars (\$130.00) of which \$50.00 is for issuing and administering this license and \$80.00 is for the cost of inspection of construction work.

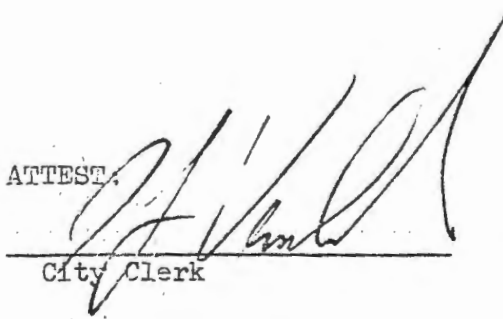
3. Warning signs shall be placed near the edge of the right of way on each side of the crossing. The signs shall be clearly visible from equipment used for operation and maintenance of the project facilities.

4. Construction shall be accomplished at such time or times as will not interfere with the use of the Rio Grande Project facilities as determined by the Project Superintendent or his authorized representative prior to commencement of construction.

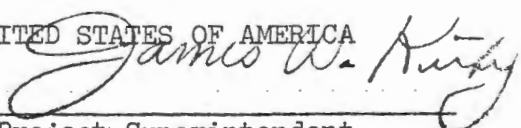
5. The "General Provisions -- License Agreements" (FST070271) attached hereto is hereby made a part of this license agreement the same as if it had been expressly set forth herein. Where the term "Licensee" is used in said General Provisions - License Agreements, it shall be understood to refer to the City of Las Cruces, New Mexico.

IN WITNESS WHEREOF, the parties hereto have caused this license agreement to be executed as of the day and year first hereinabove written.

ATTEST:

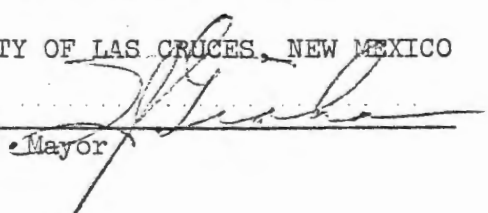

City Clerk

UNITED STATES OF AMERICA

By 

Project Superintendent
Rio Grande Project
Bureau of Reclamation

CITY OF LAS CRUCES, NEW MEXICO

By 

Mayor

GENERAL PROVISIONS -- LICENSE AGREEMENTS

1. RIGHTS RESERVED IN UNITED STATES. There is reserved to the United States and its assigns the prior right to use any of the lands herein described to construct, operate and maintain structures and facilities including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephone and telegraph lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

2. LICENSEE RESPONSIBLE FOR CHANGES. The Licensee further agrees that if the construction of any or all of such structures and facilities across, over or upon said lands should be made more expensive by reason of the existence of improvements or works of Licensee thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty (30) days after demand is made upon the Licensee for payment of any such sums, Licensee will make payment thereof to the United States or any of its assigns constructing such structures and facilities on said lands. As an alternate to payment, Licensee, at its sole cost and expense and within the time limits established by the United States, may remove or adapt facilities constructed and operated by it on said lands to accommodate the aforementioned structures and facilities of the United States. The Licensee shall bear the cost to the United States occasioned by the failure of Licensee to remove or adapt its facilities within the time limits specified.

3. ACCESS RESERVED TO UNITED STATES. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passover, and egress from all of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.

4. LICENSE SUBJECT TO EXISTING RIGHTS. This license is subject to existing rights-of-way for highways, roads, canals, laterals, drains, ditches, pipelines, electrical transmission lines, telegraph and telephone lines, over any part of the described lands.

5. UNITED STATES HELD HARMLESS. a. The United States does not assume any liability and Licensee agrees to indemnify and hold the United States harmless for injury or damage to any persons or property that may arise during and in consequence of the use, occupancy, and enjoyment by Licensee of the license granted herein; or the design of, construction of, erection of, presence of, maintenance of, or failure to properly and safely construct, operate and maintain, use and occupy any and all of the structures and facilities aforesaid or any part thereof.

b. The Licensee further agrees that the United States, its officers, agents, and employees and its assigns, shall not be held liable for any damage to Licensee's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this license.

6. RELEASE FROM LIABILITY. The Licensee hereby releases the United States from liability for any and all loss or damage of every description or kind whatsoever, which may result to the Licensee from the construction, operation, and maintenance of Project works upon said land, provided that nothing in this agreement shall be construed as releasing the United States from responsibility for its own negligence.

7. LICENSEE TO DEFEND TITLE. The Licensee shall defend the United States in any action which alleges that Licensee's use of Project right-of-way or facilities under this agreement is unlawful in any manner and further agrees to indemnify and hold the United States harmless from the decision in any such type of litigation.

8. INTERFERENCE PROHIBITED. The Licensee shall use, occupy, and maintain said facilities with all reasonable diligence and precaution to avoid damage to or obstruction of the irrigation and drainage facilities or other structures of the United States, or any interference in any way with the operation and maintenance of the same.

9. TERM OF LICENSE - TERMINATION. Nonuse of the licensed lands for the purposes for which this license is issued continuing at any time for a period of two (2) years, shall, at the option of the United States, work a termination of this agreement and of all rights of the Licensee hereunder, and the term hereof shall in any event expire by limitation at the end of fifty (50) years from the date hereof. All rights granted to the Licensee under this agreement are subject to termination upon failure of Licensee to comply with the terms hereof.

10. REMOVAL OF FACILITIES. Unless otherwise approved by the United States, all facilities licensed under this agreement shall be removed by Licensee from the right-of-way of the United States within thirty (30) days after termination of this license at the sole expense of Licensee.

11. NO WARRANTY. The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

12. ASSIGNMENT. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

13. EQUAL OPPORTUNITY. During the performance of this contract, Licensee, hereinafter in this article termed "Contractor" agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraph (g) in every subcontract or purchase order unless exempted by regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

14. COVENANT AGAINST CONTINGENT FEE. The Licensee warrants that no person or agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Licensee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability to Licensee. It is the discretion of the United States to require Licensee to pay, in addition to the contract price, the full amount of such commission, percentage, brokerage or contingent fee.

15. OFFICIALS NOT TO BENEFIT. No member of or delegate to or resident commissioner shall be admitted to any share or part of the profit or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or to its general benefit.

16. WATER AND AIR POLLUTION CONTROL. The Licensee shall, through its legal authority, comply fully with all applicable Federal laws, rules, and regulations, and the laws of the applicable State, all as administered by appropriate authorities, concerning the pollution of streams, rivers, groundwater, or water courses with respect to thermal pollution or discharge of refuse, garbage, sewage effluent, industrial waste, oil, sludge, tailings, mineral salts, or other pollutants, and concerning the pollution of the air with respect to radioactive materials or other pollutants.

PROPOSED FACILITY

PROJECT: Water Transmission H.U.D. No. WS-NM-13

TYPE STRUCTURE: 14" AC

COUNTY OF: DONA ANA

APPLICATION BY: CITY OF LAS CRUCES

DATE: 29 MARCH, 1972

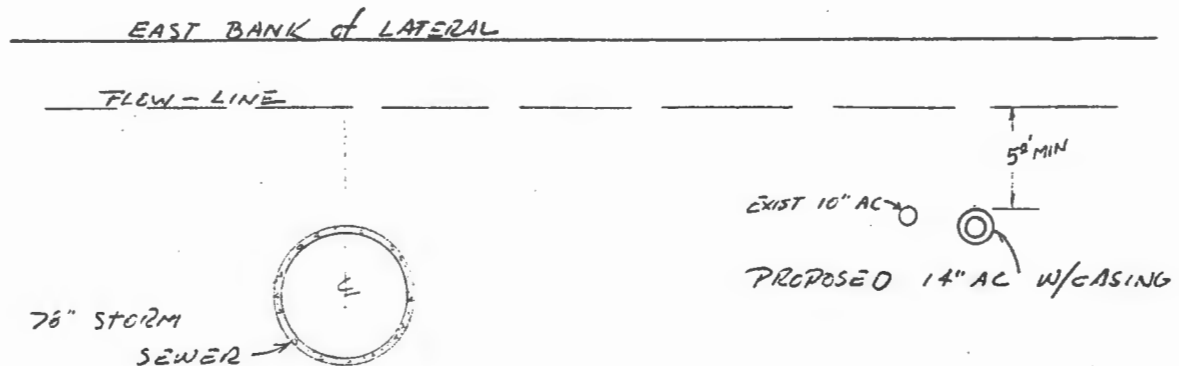
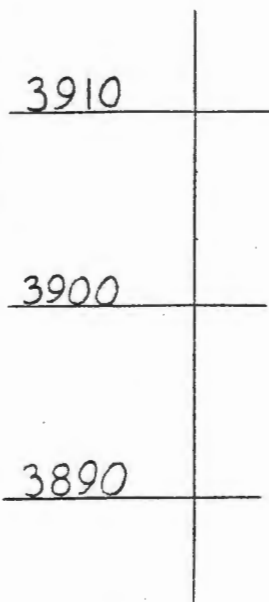
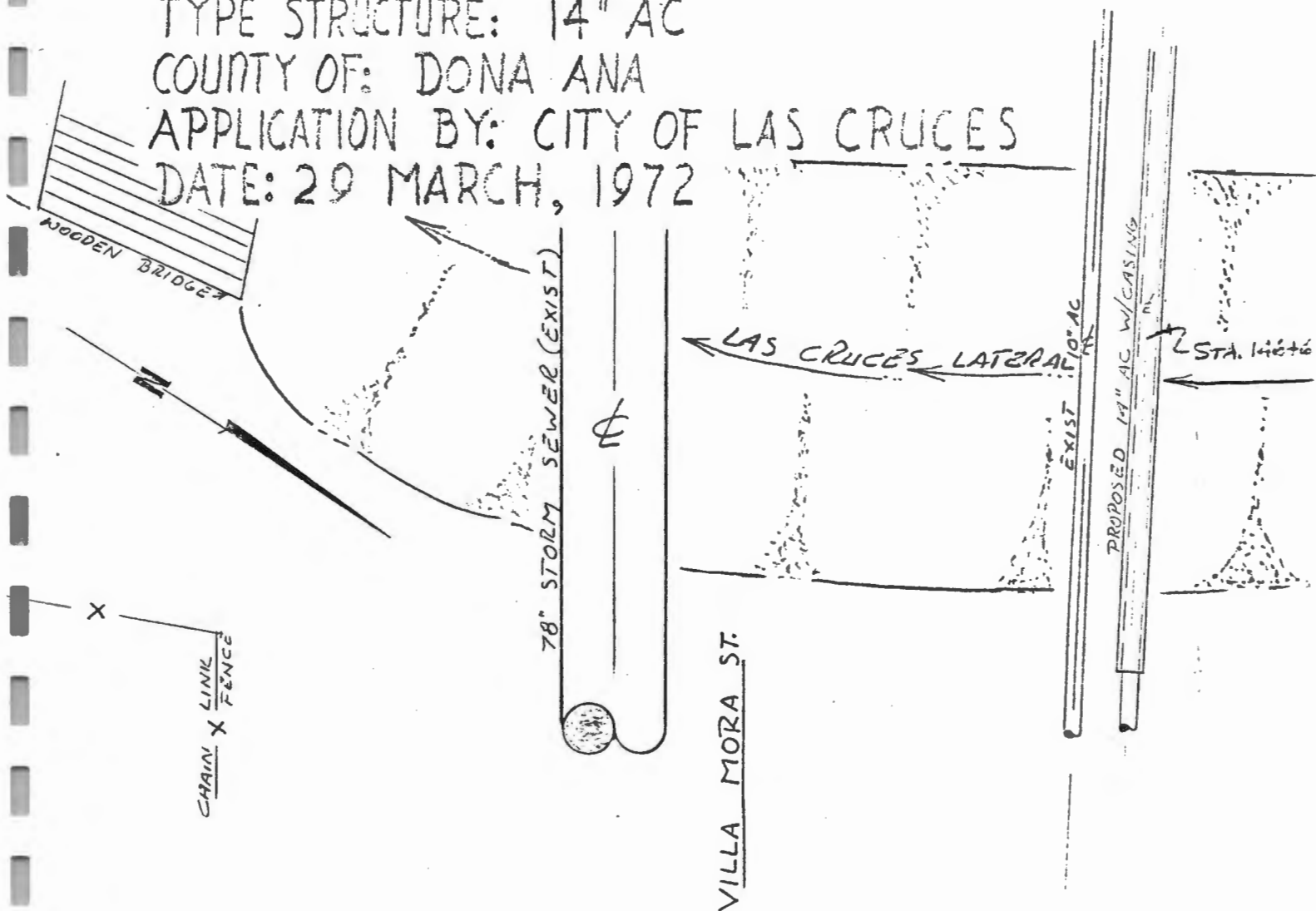


EXHIBIT A
Page 300

SCALE: 1" = 10'
HD

PROPOSED FACILITY

PROJECT: Water Transmission

TYPE STRUCTURE: 12" AC

COUNTY OF: Dona Ana

APPLICATION BY: CITY of LAS CRUCES

DATE: 31 March, 1972

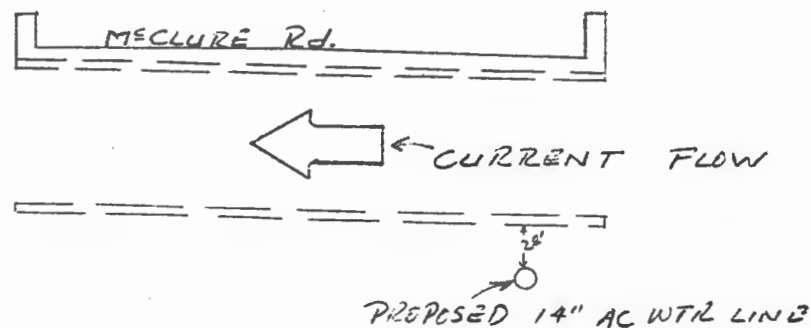
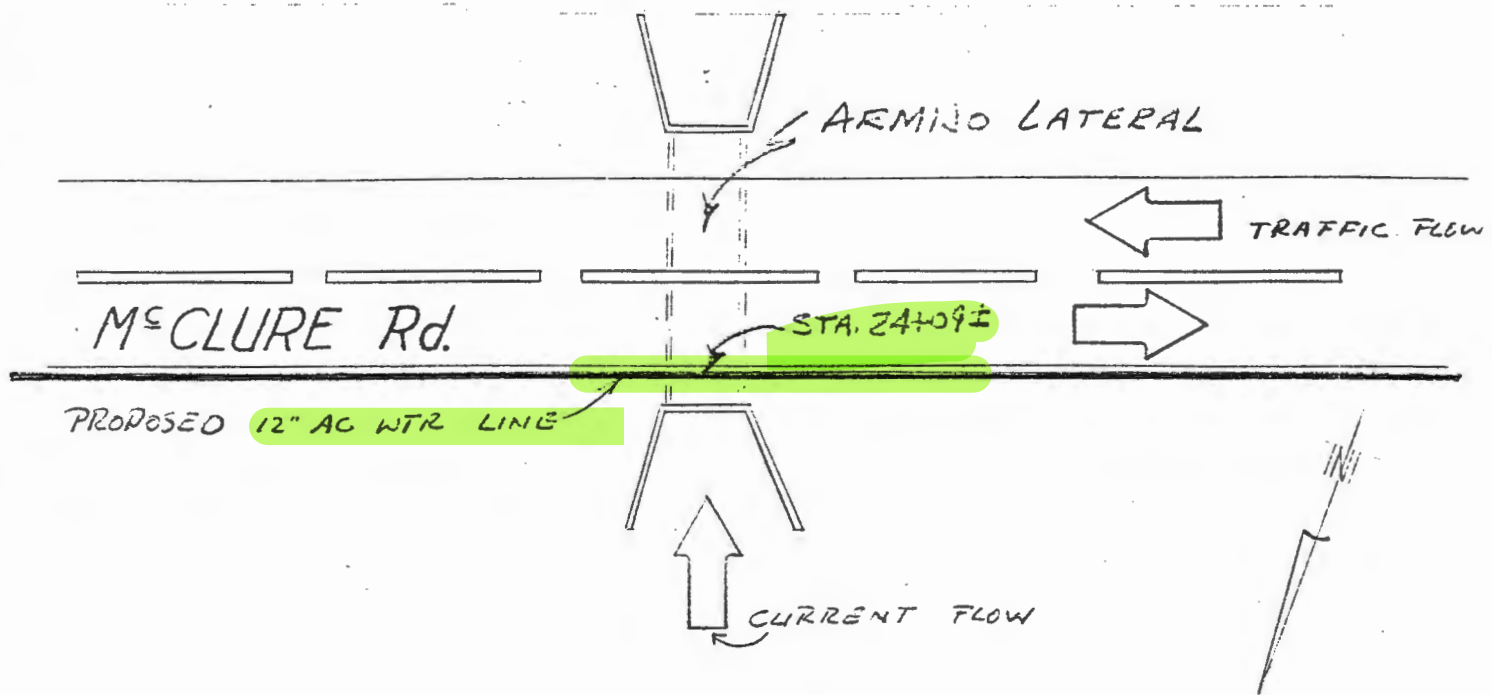
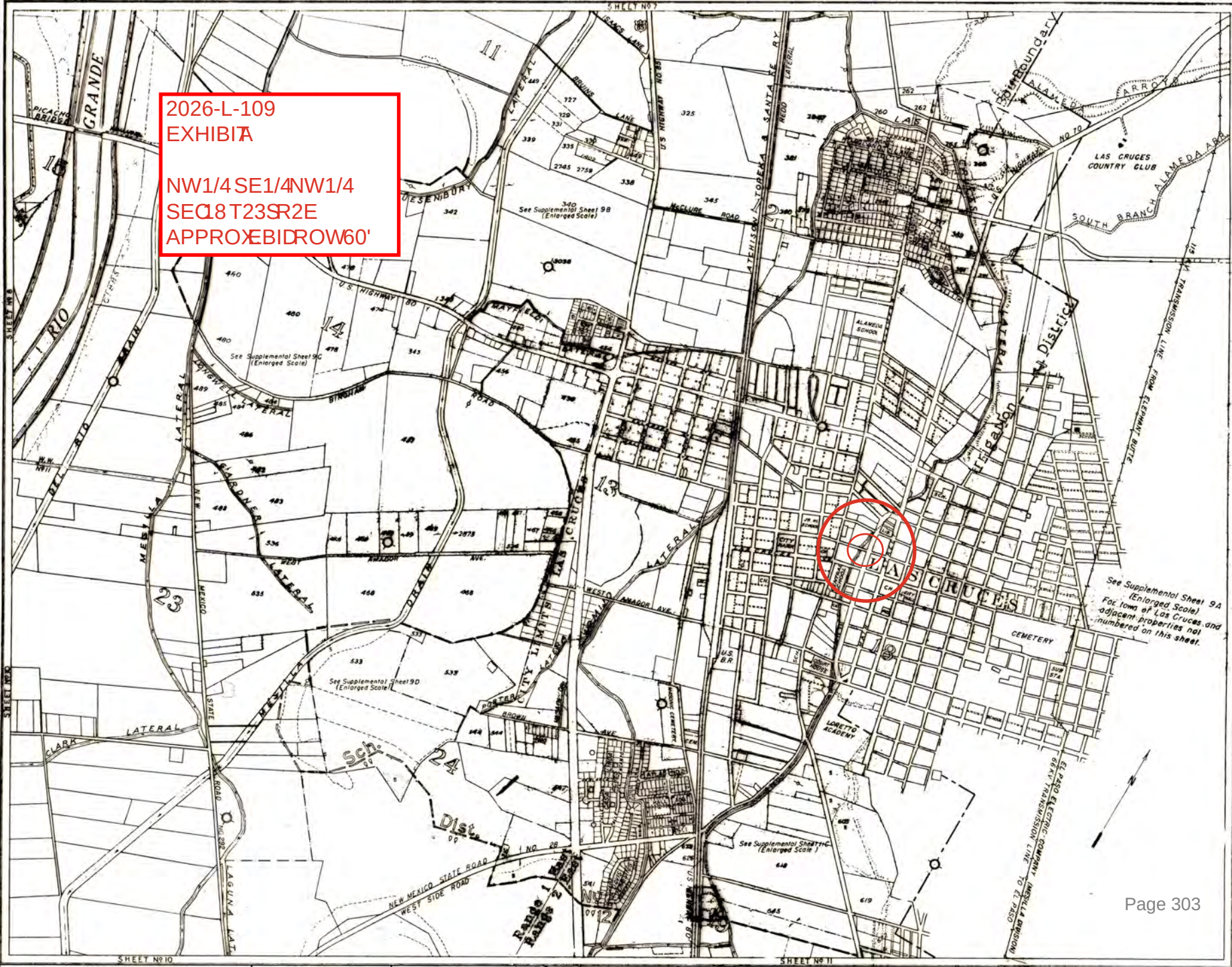


EXHIBIT A

2026-L-109
EXHIBIT A

NW1/4 SE1/4NW1/4
SEC18 T23SR2E
APPROX BIDROW 60'

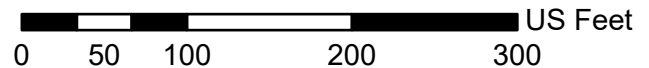


See Supplemental Sheet 9A
(Enlarged Scale)
For town of Las Cruces and
adjacent properties not
numbered on this sheet.



2026-L-109
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING BURIED GAS LINE CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 185+41
EBID APPROX. ROW 60'



(FST050872)

Contract No. 14-06-503-1995

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRANDE PROJECT, NEW MEXICO-TEXAS

LICENSE AGREEMENT WITH THE CITY OF LAS CRUCES, NEW
MEXICO, FOR CONSTRUCTION AND MAINTENANCE OF A GAS
LINE CROSSING OF THE LAS CRUCES LATERAL

THIS AGREEMENT, made this 22d day of June, 1972, in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly the Reclamation Project Act of 1939 (53 Stat. 1187), between the UNITED STATES OF AMERICA, hereinafter referred to as "United States", represented by the officer executing this agreement, hereinafter termed "Contracting Officer", it being understood that the obligations of the United States hereunder relate only to the activities of the Bureau of Reclamation, and the CITY OF LAS CRUCES, NEW MEXICO, a municipal corporation duly organized and existing under and by virtue of the laws of the State of New Mexico, hereinafter styled "Licensee."

WITNESSETH THAT:

WHEREAS, Licensee at its sole expense desires to construct, operate and maintain a gas pipeline crossing of the Las Cruces Lateral, a facility of the Rio Grande Reclamation Project, and

WHEREAS, the granting and exercise of the license on right of way of the United States in the manner and under the conditions set forth will not be incompatible with the requirements of the United States for the operation and maintenance of the irrigation facilities of the Federal Rio Grande Reclamation Project.

NOW, THEREFORE, the parties hereto agree as follows:

1. For and upon payment of the consideration hereinafter stated, the United States, to the extent of its interest therein, hereby grants to Licensee permission for a period of fifty (50) years from the date hereof to construct, operate and maintain a 4-inch natural gas pipeline crossing of the Las Cruces Lateral at approximately Station 185+41, in Dona Ana County, New Mexico, all as more specifically located and shown on Exhibit A, attached hereto and by this reference made a part hereof.

(FST050872).

2. Licensee agrees to bear the cost to the United States of issuing and administering this license agreement, including the cost of inspection of construction. To this end Licensee will, upon execution of this agreement by the parties, pay to the United States the sum of Ninety Dollars (\$90.00) of which \$50.00 is for issuing and administering this license and \$40.00 is for the cost of inspection of construction work.

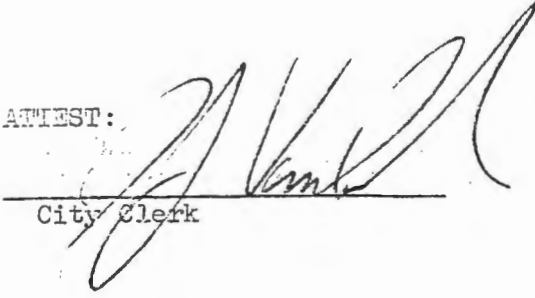
3. Warning signs shall be placed near the edge of the right of way on each side of the crossing. The signs shall be clearly visible from equipment used for operation and maintenance of the project facility.

4. Construction shall be accomplished at such time or times as will not interfere with the use of the Rio Grande Project facilities as determined by the Project Superintendent or his authorized representative prior to commencement of construction.

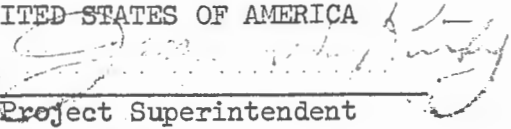
5. The "General Provisions -- License Agreements" (FST070271) attached hereto is hereby made a part of this license agreement the same as if it had been expressly set forth herein. Where the term "Licensee" is used in said General Provisions - License Agreements, it shall be understood to refer to the City of Las Cruces, New Mexico.

IN WITNESS WHEREOF, the parties hereto have caused this license agreement to be executed as of the day and year first hereinabove written.

ATTEST:

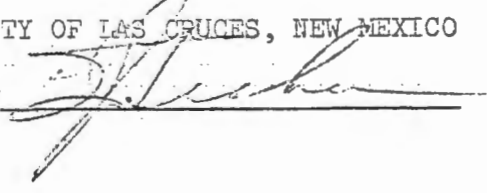

City Clerk

UNITED STATES OF AMERICA

By 

Project Superintendent
Rio Grande Project
Bureau of Reclamation

CITY OF LAS CRUCES, NEW MEXICO

By 

GENERAL PROVISIONS -- LICENSE AGREEMENTS

1. RIGHTS RESERVED IN UNITED STATES. There is reserved to the United States and its assigns the prior right to use any of the lands herein described to construct, operate and maintain structures and facilities including but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephone and telegraph lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

2. LICENSEE RESPONSIBLE FOR CHARGES. The Licensee further agrees if the construction of any or all of such structures and facilities across, on or upon said lands should be made more expensive by reason of the existence of improvements or works of Licensee thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty (30) days after demand is made by the Licensee for payment of any such sums, Licensee will make payment thereof to the United States or any of its assigns constructing such structures and facilities on said lands. As an alternate to payment, Licensee, at its sole cost and expense and within the time limits established by the United States, may remove or adapt facilities constructed and operated by it on said lands to accommodate the aforementioned structures and facilities of the United States. Licensee shall bear the cost to the United States occasioned by the failure of Licensee to remove or adapt its facilities within the time limits specified.

3. ACCESS RESERVED TO UNITED STATES. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passover, and egress from all of said lands for the purpose of exercising, enforcing, and promoting the rights reserved herein.

4. LICENSE SUBJECT TO EXISTING RIGHTS. This license is subject to existing rights-of-way for highways, roads, canals, laterals, drains, ditches, pipelines, electrical transmission lines, telegraph and telephone lines, over any part of the described lands.

5. UNITED STATES HELD HARMLESS. a. The United States does not assume any liability and Licensee agrees to indemnify and hold the United States harmless for injury or damage to any persons or property that may arise during and in consequence of the use, occupancy, and enjoyment by Licensee of the rights granted herein; or the design of, construction of, erection of, presence or maintenance of, or failure to properly and safely construct, operate and maintain, use and occupy any and all of the structures and facilities aforesaid part thereof.

b. The Licensee further agrees that the United States, its officers, agents, and employees and its assigns, shall not be held liable for damage to Licensee's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this license.

6. RELEASE FROM LIABILITY. The Licensee hereby releases the United States from liability for any and all loss or damage of every description or whatsoever, which may result to the Licensee from the construction, erection, and maintenance of Project works upon said land, provided that nothing in this agreement shall be construed as releasing the United States from responsibility for its own negligence.

7. LICENSEE TO DEFEND TITLE. The Licensee shall defend the United States in any action which alleges that Licensee's use of Project right-of-way facilities under this agreement is unlawful in any manner and further agrees to indemnify and hold the United States harmless from the decision in any such case of litigation.

8. INTERFERENCE PROHIBITED. The Licensee shall use, occupy, and maintain said facilities with all reasonable diligence and precaution to avoid damage to or obstruction of the irrigation and drainage facilities or other structures of the United States, or any interference in any way with the operation and maintenance of the same.

9. TERM OF LICENSE - TERMINATION. Nonuse of the licensed lands for purposes for which this license is issued continuing at any time for a period of two (2) years, shall, at the option of the United States, work a termination of this agreement and of all rights of the Licensee hereunder, and the term hereof shall in any event expire by limitation at the end of fifty (50) years from the date hereof. All rights granted to the Licensee under this agreement are subject to termination upon failure of Licensee to comply with the terms hereof.

10. REMOVAL OF FACILITIES. Unless otherwise approved by the United States, all facilities licensed under this agreement shall be removed by Licensee from the right-of-way of the United States within thirty (30) days after termination of this license at the sole expense of Licensee.

11. NO WARRANTY. The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

12. ASSIGNMENT. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

13. EQUAL OPPORTUNITY. During the performance of this contract, Licensee, hereinafter in this article termed "Contractor" agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

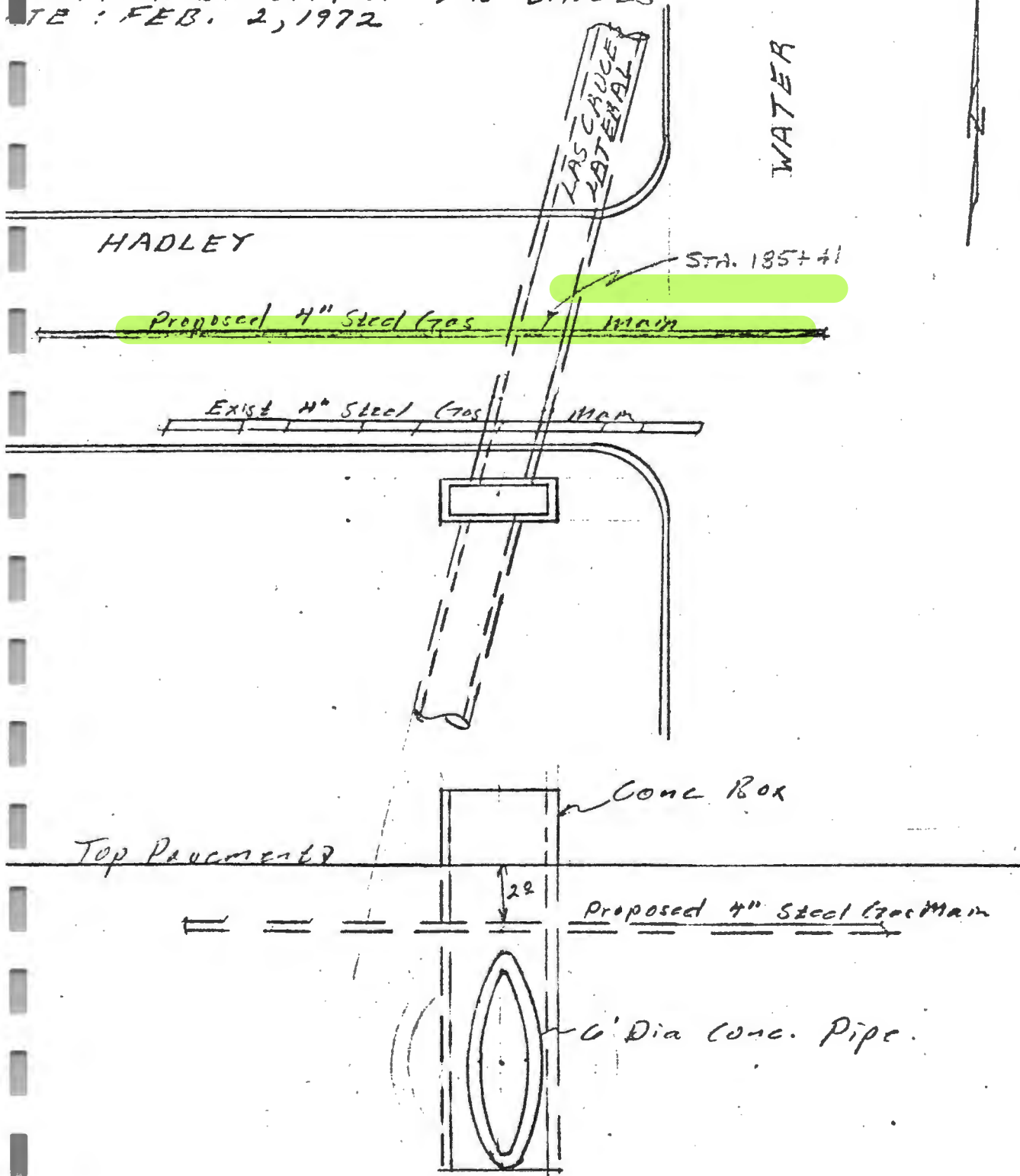
14. COVENANT AGAINST CONTINGENT FEES. The Licensee warrants that no person or agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Licensee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to require Licensee to pay, in addition to the contract consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

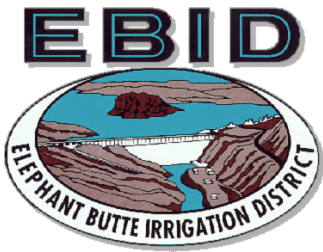
15. OFFICIALS NOT TO BENEFIT. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

16. WATER AND AIR POLLUTION CONTROL. The Licensee shall, within its legal authority, comply fully with all applicable Federal laws, orders, and regulations, and the laws of the applicable State, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, groundwater, or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants, and concerning the pollution of the air with respect to radioactive materials or other pollutants.

PROPOSED FACILITY

PROJECT: 1972 GAS REHABILITATION & EXTENSION PROJECT
THE STRUCTURE: 4" STEEL GAS MAIN
COUNTY OF: DONA ANA
COMMISSION BY: CITY OF LAS CRUCES
DATE: FEB. 2, 1972





Elephant Butte Irrigation District

South Mendres Street

Las Alamos, NM

10 SE

LIENSE

Special ☒ Limited ☐

Engineering Job Number : 0 4

License Number : 01 0

Exhibits Attached: 'A' AND 'B'

0 0 00

Term:

From: AET 2 . 0

To: AET 2 . 0

D Y

Licensee

TYO LAS BS

/UTILITIES DEPT.

ON. DEL BLD

LAS BS, NM

9

Purpose

TO PERTE AND MAINTAIN AN EXISTING INGBED SEWERPIPE USING THE GLEM LATERAL AT
APPROPRIATE STATION AS SHOWN IN EXHIBIT 'A' AND 'B', ATTACHED HERETO AND MADE A PART
HEREOF.

Description of Premises

LOCATED IN THE NW 1/4 OF SW 1/4 OF THE NE 1/4 OF SECTION 0 , TOWNSHIP 2 SOUTH
RANGE 2 EAST, NPM 0
THE BS BS, DEDICATED UNDER A DEED, RECORDED IN BOOK ANA 01, NEW MO
AS SHOWN IN EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF.

Special Conditions

1. The Licensee shall maintain the sewer pipe in good condition and shall be responsible for any repairs or replacements necessary.

- x LICENSE RENEWAL: X REFERENCE 1 - 0 0 0
- x NO COSTS ALLOWED DURING 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.

ASSIGNMENT

ASSIGNMENT

AGENT ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE
TITLE TREASURER/ANAGER
ATTEST
DATE

SIGNATURE
TITLE
ATTEST
DATE

**LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND

SIGNED BY BOTH THE EBID AND THE LICENSEE

**

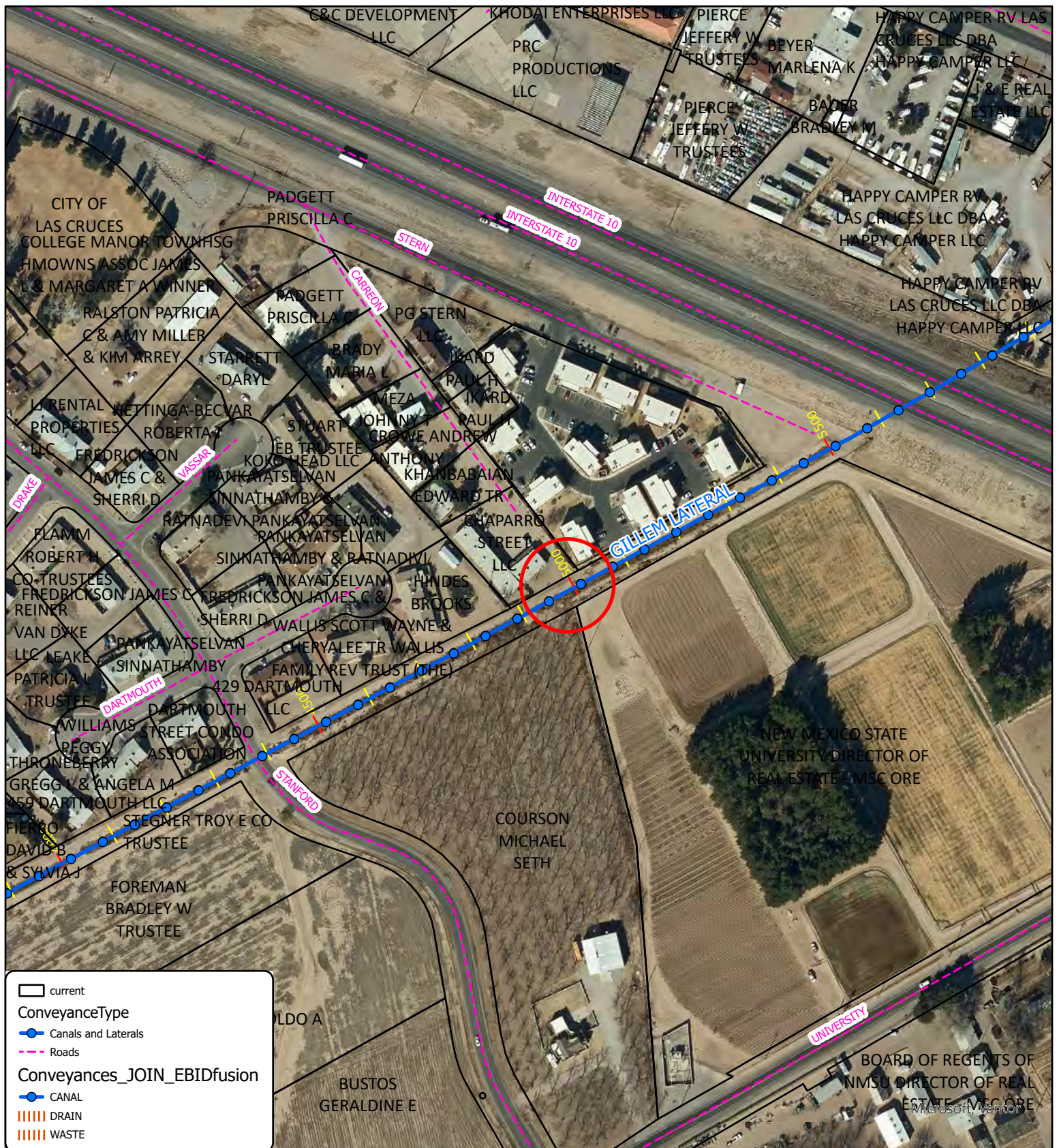
DATE: AET 2 0 6
Approved by EBID Board of Directors

SIGNATURE DATE:
Approved by EBID Engineer r

NW1/4 SW1/4 NE1/4
SEC30 T23SR2E
APPROXEBIDROW 40'



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



2026-L-110 EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING BURIED SEWER PIPE CROSSING THE
GILLEM LATERAL AT APPROXIMATE STATION 50+25
EBID APPROX. ROW 40'

(FST053172)

Contract No. 14-06-503-1997

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRANDE PROJECT, NEW MEXICO-TEXAS

LICENSE AGREEMENT WITH THE CITY OF LAS CRUCES, NEW MEXICO, FOR CONSTRUCTION AND MAINTENANCE OF AN 18" SANITARY SEWER LINE CROSSING OF THE GILLEM LATERAL

THIS AGREEMENT, made this 29th day of June, 1972, in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly the Reclamation Project Act of 1939 (53 Stat. 1187), between the UNITED STATES OF AMERICA, hereinafter referred to as "United States", represented by the officer executing this agreement, hereinafter termed "Contracting Officer," it being understood that the obligations of the United States hereunder relate only to the activities of the Bureau of Reclamation, and the CITY OF LAS CRUCES, NEW MEXICO, a municipal corporation duly organized and existing under and by virtue of the laws of the State of New Mexico, hereinafter styled "Licensee."

WITNESSETH THAT:

WHEREAS, Licensee at its sole expense desires to construct, operate and maintain an 18" sanitary sewer line crossing of the Gillem Lateral, a facility of the Rio Grande Reclamation Project, and

WHEREAS, the granting and exercise of the license on right-of-way of the United States in the manner and under the conditions set forth will not be incompatible with the requirements of the United States for the operation and maintenance of the irrigation facilities of the Federal Rio Grande Reclamation Project.

NOW, THEREFORE, the parties hereto agree as follows:

1. For and upon payment of the consideration hereinafter stated, the United States, to the extent of its interest therein, hereby grants to Licensee permission for a period of fifty (50) years from the date hereof to construct, operate and maintain an 18" sanitary

(FST053172)

sewer line crossing of the Gillem Lateral at approximately Station 50+25, all in Dona Ana County, New Mexico, as more specifically located and shown on Exhibit A, attached hereto and by this reference made a part hereof.

2. Licensee agrees to bear the cost to the United States of issuing and administering this license agreement, including the cost of inspection of construction. To this end Licensee will, upon execution of this agreement by the parties, pay to the United States the sum of Ninety Dollars (\$90.00) of which \$50.00 is for issuing and administering this license and \$40.00 is for inspection of construction work.

3. Construction shall be accomplished at such time or times as will not interfere with the use of the Rio Grande Project facilities as determined by the Project Superintendent or his authorized representative prior to commencement of construction.

4. The "General Provisions -- License Agreements" (FST070271) attached hereto is hereby made a part of this license agreement the same as if it had been expressly set forth herein. Where the term "Licensee" is used in said General Provisions - License Agreements, it shall be understood to refer to the City of Las Cruces, New Mexico.

IN WITNESS WHEREOF, the parties hereto have caused this license agreement to be executed as of the day and year first hereinabove written.

(SEAL)

ATTEST:

City Clerk

UNITED STATES OF AMERICA

By

Project Superintendent
Rio Grande Project
Bureau of Reclamation

CITY OF LAS CRUCES, NEW MEXICO

By

Mayor

GENERAL PROVISIONS -- LICENSE AGREEMENTS

RIGHTS RESERVED IN UNITED STATES. There is reserved to the United States the prior right to use any of the lands herein described to operate and maintain structures and facilities including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephone and telegraph lines, structures generally, substations, switchyards, powerplants and any irrigation and power structures and facilities, without any liability to the United States or its successors for such right.

2. LICENSEE RESPONSIBLE FOR CHARGES. The Licensee further agrees that construction of any or all of such structures and facilities across, over, or on said lands should be made more expensive by reason of the existence of such structures or works of Licensee thereon, such additional expense is to be borne by the Secretary of the Interior, whose estimate is to be final and binding on the parties hereto. Within thirty (30) days after demand is made by the United States for payment of any such sums, Licensee will make payment to the United States or any of its assigns constructing such structures on said lands. As an alternate to payment, Licensee, at its sole option, may remove or adapt its facilities within the time limits specified by the United States and within the time limits established by the United States, may remove or adapt its facilities within the time limits specified.

ACCESS RESERVED TO UNITED STATES. There is also reserved to the United States the right of its officers, agents, employees, licensees and personnel at all proper times and places freely to have ingress to, passover, and egress from all of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.

LICENSE SUBJECT TO EXISTING RIGHTS. This license is subject to the right-of-way for highways, roads, canals, laterals, drains, ditches, electrical transmission lines, telegraph and telephone lines, over the lands described herein.

UNITED STATES HELD HARMLESS. a. The United States does not warrant the title and Licensee agrees to indemnify and hold the United States harmless from and against all liability and damage to any persons or property that may arise during the term of the use, occupancy, and enjoyment by Licensee of the lands herein; or the design of, construction of, erection of, presence of, or failure to properly and safely construct, operate and maintain and occupy any and all of the structures and facilities aforesaid hereof.

b. The Licensee further agrees that the United States, its agents, and employees and its assigns, shall not be held liable for the Licensee's improvements or works by reason of the exercise of the license; nor shall anything contained in this paragraph be construed in any manner limiting other reservations in favor of the United States contained in this license.

RELEASE FROM LIABILITY. The Licensee hereby releases the United States from all liability for any and all loss or damage of every description or kind, which may result to the Licensee from the construction, maintenance of Project works upon said land, provided that this agreement shall be construed as releasing the United States from liability for its own negligence.

LICENSEE TO DEFEND TITLE. The Licensee shall defend the United States against any action which alleges that Licensee's use of Project right-of-way upon said land is unlawful in any manner and further agrees to hold the United States harmless from the decision in any such litigation.

INTERFERENCE PROHIBITED. The Licensee shall use, occupy, and maintain its facilities with all reasonable diligence and precaution to avoid interference with the construction of the irrigation and drainage facilities or other structures of the United States, or any interference in any way with the operation and maintenance of the same.

TERM OF LICENSE - TERMINATION. Nonuse of the licensed lands for which this license is issued continuing at any time for a period of three (3) years, shall, at the option of the United States, work a termination of this agreement and of all rights of the Licensee hereunder, and shall in any event expire by limitation at the end of fifty (50) years from the date hereof. All rights granted to the Licensee under this agreement shall terminate upon failure of Licensee to comply with the terms of this license.

REMOVAL OF FACILITIES. Unless otherwise approved by the United States, the Licensee shall remove or adapt its facilities licensed under this agreement shall be removed by the Licensee from the right-of-way of the United States within thirty (30) days after the expiration of this license at the sole expense of Licensee.

WARRANTY. The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

ASSIGNMENT. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

EQUAL OPPORTUNITY. During the performance of this contract, the Contractor, as hereinafter in this article termed "Contractor" agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

14. COVENANT AGAINST CONTINGENT FEES. The Licensee warrants that no person or agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Licensee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to require Licensee to pay, in addition to the contract consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

15. OFFICIALS NOT TO BENEFIT. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

16. WATER AND AIR POLLUTION CONTROL. The Licensee shall, within its legal authority, comply fully with all applicable Federal laws, orders, and regulations, and the laws of the applicable State, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, groundwater, or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants, and concerning the pollution of the air with respect to radioactive materials or other pollutants.

PROPOSED FACILITY

PROJECT: CITY SANITARY SEWER
STRUCTURE: 18" DUCTILE PIPE
LOCATION BY: CITY OF LAS CRUCES
CITY OF: DONA ANA
DATE: MAY 3, 1972

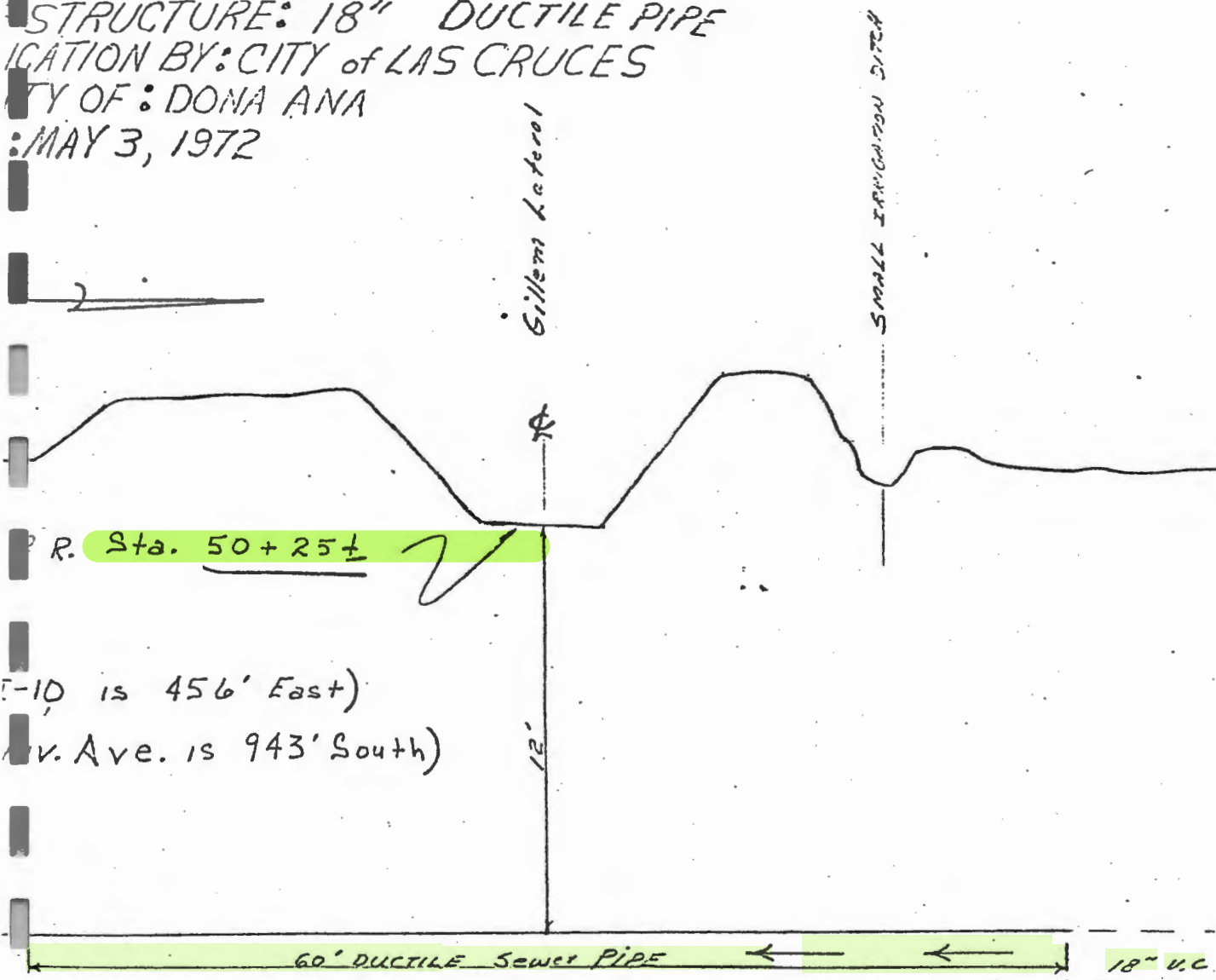
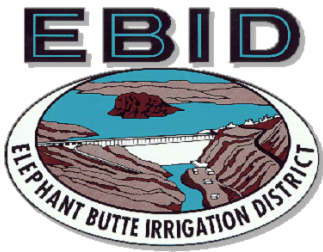


EXHIBIT A

HORIZONTAL SCALE 1" = 10'
VERTICAL SCALE 1" = 5'



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: 2026-145

License Number: 2026-L-111

Exhibits Attached: "A" AND "B"

(Place License Number on all exhibits)

Term:

From: AUGUST 12, 2026

To: AUGUST 12, 2036

Month Day Year

Licensee (Name and address)

CITY OF LAS CRUCES / UTILITIES DEPT.

680 N. MOTEL BLVD

LAS CRUCES, NM 88009

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

TO OPERATE AND MAINTAIN AN EXISTING BURIED GAS LINE CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 121+55 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

LOCATED IN THE SW $\frac{1}{4}$ OF NW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 7, 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.)

- LICENSE RENEWAL: X-REFERENCE 14-06-503-1976
- 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: AUGUST 12, 2026

Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer

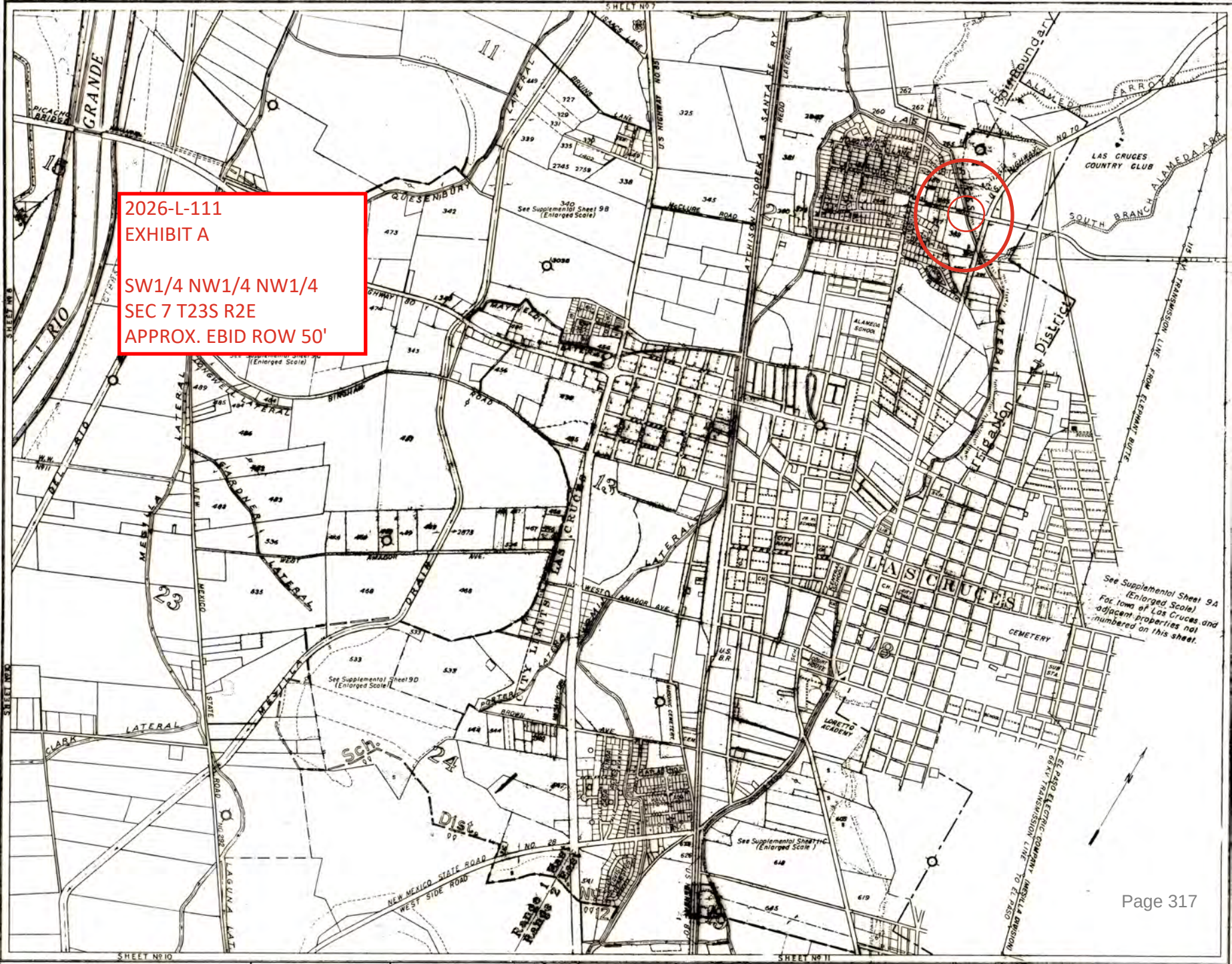
2026-L-111

EXHIBIT A

SW1/4 NW1/4 NW1/4

SEC 7 T23S R2E

APPROX. EBID ROW 50'



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

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

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	1" = 200'
T 23 S. R 12 E	REVISD
DATE 1959	

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

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

MESILLA VALLEY
SHEET
LAS CRUCES
9



2026-L-111
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING BURIED GAS LINE CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 121+55
EBID APPROX. ROW 50'

0 50 100 200 300 US Feet



(FST040572)

Contract No. 14-06-503-1976

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRANDE PROJECT, NEW MEXICO-TEXAS

LICENSE AGREEMENT WITH THE CITY OF LAS CRUCES, NEW MEXICO, FOR CONSTRUCTION AND MAINTENANCE OF GAS LINE CROSSINGS OF THE LAS CRUCES LATERAL AND ARMIJO LATERAL

THIS AGREEMENT, made this 22nd day of May, 1972, in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly the Reclamation Project Act of 1939 (53 Stat. 1187), between the UNITED STATES OF AMERICA, hereinafter referred to as "United States", represented by the officer executing this agreement, hereinafter termed "Contracting Officer", it being understood that the obligations of the United States hereunder relate only to the activities of the Bureau of Reclamation, and the CITY OF LAS CRUCES, NEW MEXICO, a municipal corporation duly organized and existing under and by virtue of the laws of the State of New Mexico, hereinafter styled "Licensee."

WITNESSETH THAT:

WHEREAS, Licensee at its sole expense desires to construct, operate and maintain gas pipeline crossings of the Las Cruces Lateral and the Armijo Lateral, facilities of the Rio Grande Reclamation Project, and

WHEREAS, the granting and exercise of the license on right-of-way of the United States in the manner and under the conditions set forth will not be incompatible with the requirements of the United States for the operation and maintenance of the irrigation facilities of the Federal Rio Grande Reclamation Project.

NOW, THEREFORE, the parties hereto agree as follows:

1. For and upon payment of the consideration hereinafter stated, the United States, to the extent of its interest therein, hereby grants to Licensee permission for a period of fifty (50) years from the date hereof to construct, operate and maintain a 4-inch

(FST040572)

natural gas pipeline crossing of the Las Cruces Lateral at approximately Station 121+55 and the Armijo Lateral at approximately Station 7+35, in Dona Ana County, New Mexico, all as more specifically located and shown on Exhibit A, sheets 1 and 2 thereof, attached hereto and by this reference made a part hereof.

2. Licensee agrees to bear the cost to the United States of issuing and administering this license agreement, including the cost of inspection of construction. To this end Licensee will, upon execution of this agreement by the parties, pay to the United States the sum of One Hundred and Thirty Dollars (\$130.00) of which \$50.00 is for issuing and administering this license and \$80.00 is for the cost of inspection of construction work.

3. Warning signs shall be placed near the edge of the right of way on each side of the crossing. The signs shall be clearly visible from equipment used for operation and maintenance of the project facility.

4. Construction shall be accomplished at such time or times as will not interfere with the use of the Rio Grande Project facilities as determined by the Project Superintendent or his authorized representative prior to commencement of construction.

5. The "General Provisions -- License Agreements" (FST070271) attached hereto is hereby made a part of this license agreement the same as if it had been expressly set forth herein. Where the term "Licensee" is used in said General Provisions - License Agreements, it shall be understood to refer to the City of Las Cruces, New Mexico.

IN WITNESS WHEREOF, the parties hereto have caused this license agreement to be executed as of the day and year first hereinabove written.

ATTEST:

Nancy E. Babink
City Clerk
Secretary

UNITED STATES OF AMERICA

By James W. Ruby
Project Superintendent
Rio Grande Project
Bureau of Reclamation

CITY OF LAS CRUCES, NEW MEXICO

By [Signature]
Mayor

GENERAL PROVISIONS -- LICENSE AGREEMENTS

1. RIGHTS RESERVED IN UNITED STATES. There is reserved to the United States and its assigns the prior right to use any of the lands herein described to construct, operate and maintain structures and facilities including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephone and telegraph lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

2. LICENSEES RESPONSIBLE FOR CHARGES. The Licensee further agrees that if the construction of any or all of such structures and facilities across, over or upon said lands should be made more expensive by reason of the existence of improvements or works of Licensee thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty (30) days after demand is made by the Licensee for payment of any such sums, Licensee will make payment thereof to the United States or any of its assigns constructing such structures and facilities on said lands. As an alternate to payment, Licensee, at its sole cost and expense and within the time limits established by the United States, may remove or adapt facilities constructed and operated by it on said lands to accommodate the aforementioned structures and facilities of the United States. Licensee shall bear the cost to the United States occasioned by the failure of Licensee to remove or adapt its facilities within the time limits specified.

3. ACCESS RESERVED TO UNITED STATES. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passover, and egress from all of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.

4. LICENSE SUBJECT TO EXISTING RIGHTS. This license is subject to existing rights-of-way for highways, roads, canals, laterals, drains, ditches, pipelines, electrical transmission lines, telegraph and telephone lines, over all or part of the described lands.

5. UNITED STATES HELD HARMLESS. a. The United States does not assume any liability and Licensee agrees to indemnify and hold the United States harmless for injury or damage to any persons or property that may arise during the use, occupancy, and enjoyment by Licensee of the lands and facilities granted herein; or the design of, construction of, erection of, presence, maintenance of, or failure to properly and safely construct, operate and maintain, use and occupy any and all of the structures and facilities aforesaid or any part thereof.

b. The Licensee further agrees that the United States, its officers, agents, and employees and its assigns, shall not be held liable for injury or damage to Licensee's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this license.

6. RELEASE FROM LIABILITY. The Licensee hereby releases the United States from liability for any and all loss or damage of every description or kind whatsoever, which may result to the Licensee from the construction, operation, and maintenance of Project works upon said land, provided that nothing in this agreement shall be construed as releasing the United States from responsibility for its own negligence.

7. LICENSEE TO DEFEND TITLE. The Licensee shall defend the United States in any action which alleges that Licensee's use of Project right-of-way facilities under this agreement is unlawful in any manner and further agrees to indemnify and hold the United States harmless from the decision in any such action or litigation.

8. INTERFERENCE PROHIBITED. The Licensee shall use, occupy, and maintain said facilities with all reasonable diligence and precaution to avoid damage to or obstruction of the irrigation and drainage facilities or other structures of the United States, or any interference in any way with the operation and maintenance of the same.

9. TERM OF LICENSE - TERMINATION. Nonuse of the licensed lands for the purposes for which this license is issued continuing at any time for a period of two (2) years, shall, at the option of the United States, work a termination of this agreement and of all rights of the Licensee hereunder, and the term hereof shall in any event expire by limitation at the end of fifty (50) years from the date hereof. All rights granted to the Licensee under this agreement are subject to termination upon failure of Licensee to comply with the terms hereof.

10. REMOVAL OF FACILITIES. Unless otherwise approved by the United States, all facilities licensed under this agreement shall be removed by Licensee from the right-of-way of the United States within thirty (30) days after termination of this license at the sole expense of Licensee.

11. NO WARRANTY. The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

12. ASSIGNMENT. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

13. EQUAL OPPORTUNITY. During the performance of this contract, Licensee, hereinafter in this article termed "Contractor" agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

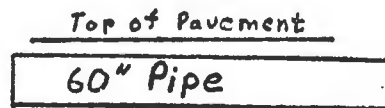
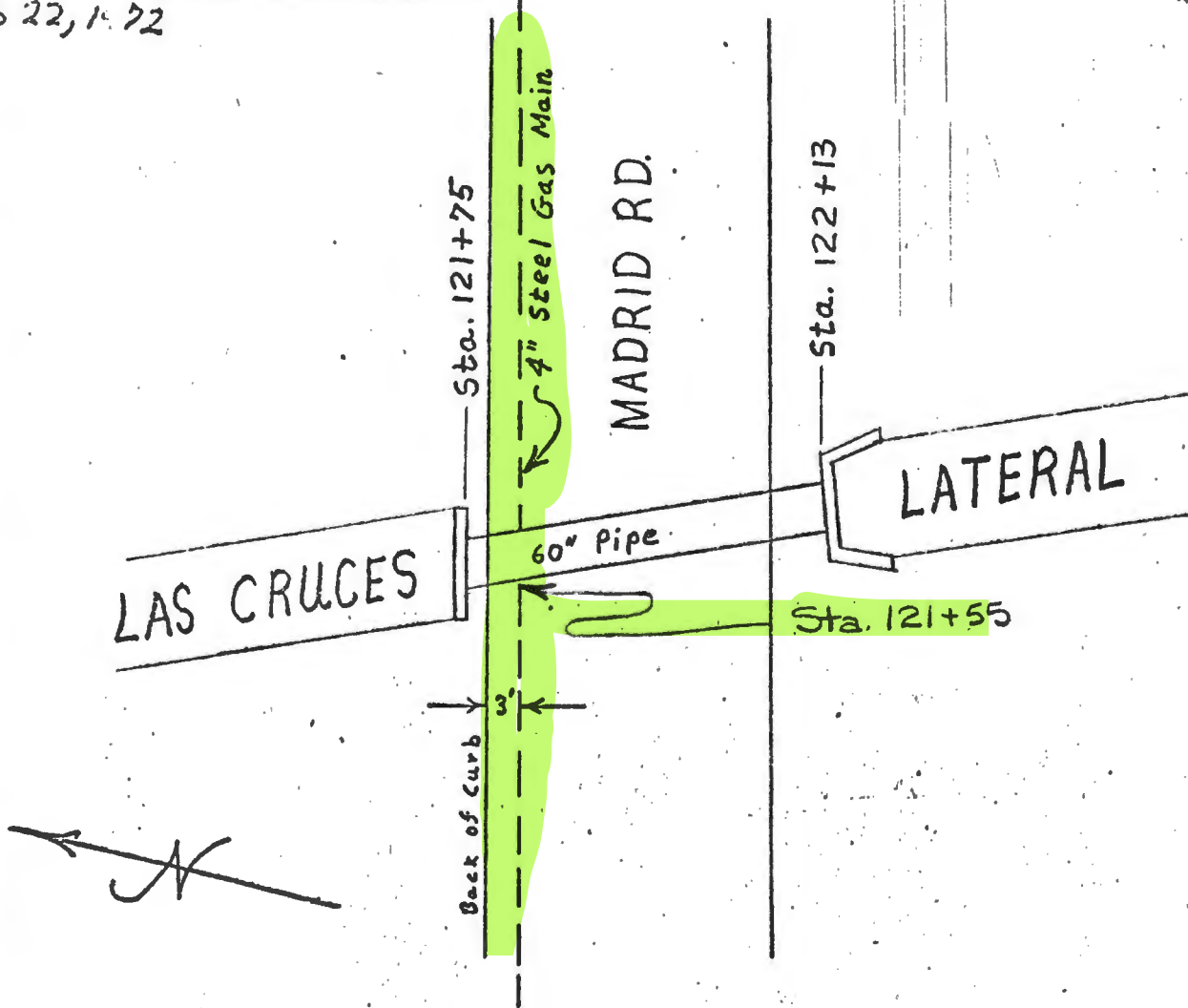
14. COVENANT AGAINST CONTINGENT FEES. The Licensee warrants that no person or agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Licensee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to require Licensee to pay, in addition to the contract consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

15. OFFICIALS NOT TO BENEFIT. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

16. WATER AND AIR POLLUTION CONTROL. The Licensee shall, within its legal authority, comply fully with all applicable Federal laws, orders, and regulations, and the laws of the applicable State, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, groundwater, or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants, and concerning the pollution of the air with respect to radioactive materials or other pollutants.

PROPOSED FACILITY

PROJECT: City Gas Extension
 STRUCTURE: 4" Steel GAS - Replacement
 CITY OF: Doña Ana
 LOCATION BY: CITY OF LAS CRUCES
 DATE: Feb 22, 1972



Not Less Than 1' Clearance

EXHIBIT A

114-06-503-1976
PROPOSED FACILITY

770.-

PROJECT: City Gas Extension

STRUCTURE: 4" Steel GAS - Replacement

LOCATION OF: Doña Ana

LOCATION BY: CITY OF LAS CRUCES

Feb 22, 1972

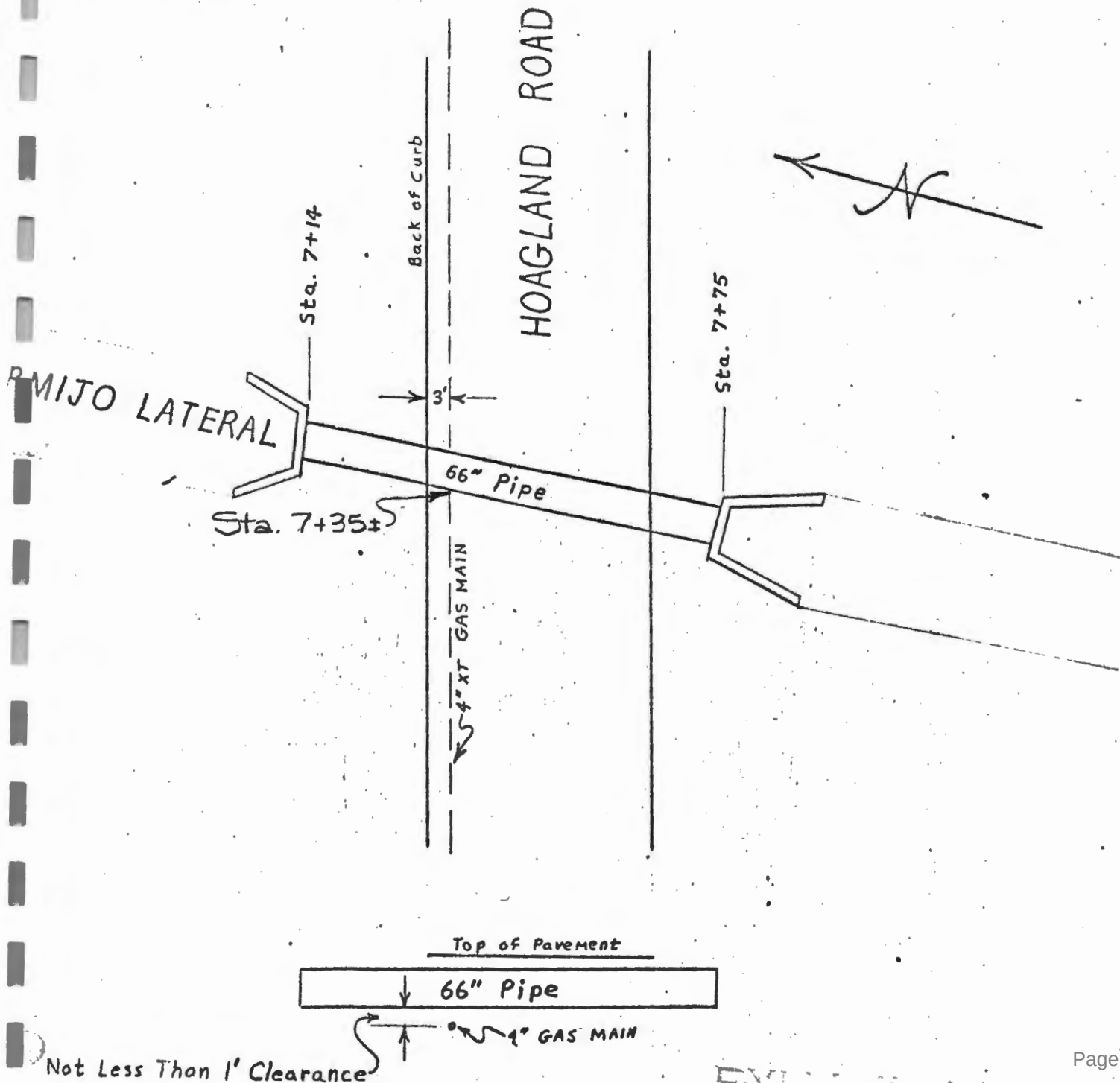
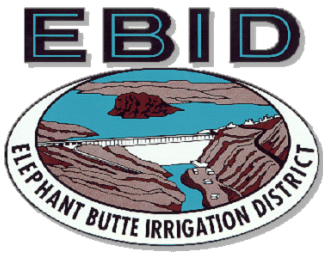


EXHIBIT A



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: 2026-146

License Number: 2026-L-112

Exhibits Attached: "A" AND "B"

(Place License Number on all exhibits)

Term:

From: AUGUST 12, 2026

To: AUGUST 12, 2036

Month Day Year

Licensee (Name and address)

CITY OF LAS CRUCES / UTILITIES DEPT.

680 N. MOTEL BLVD

LAS CRUCES, NM 88009

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

TO OPERATE AND MAINTAIN AN EXISTING BURIED GAS LINE CROSSING THE ARMIJO LATERAL AT APPROXIMATE STATION 7+35 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

LOCATED IN THE SW $\frac{1}{4}$ OF NW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 1 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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

- LICENSE RENEWAL: X-REFERENCE 14-06-503-1976
- 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: AUGUST 12, 2026

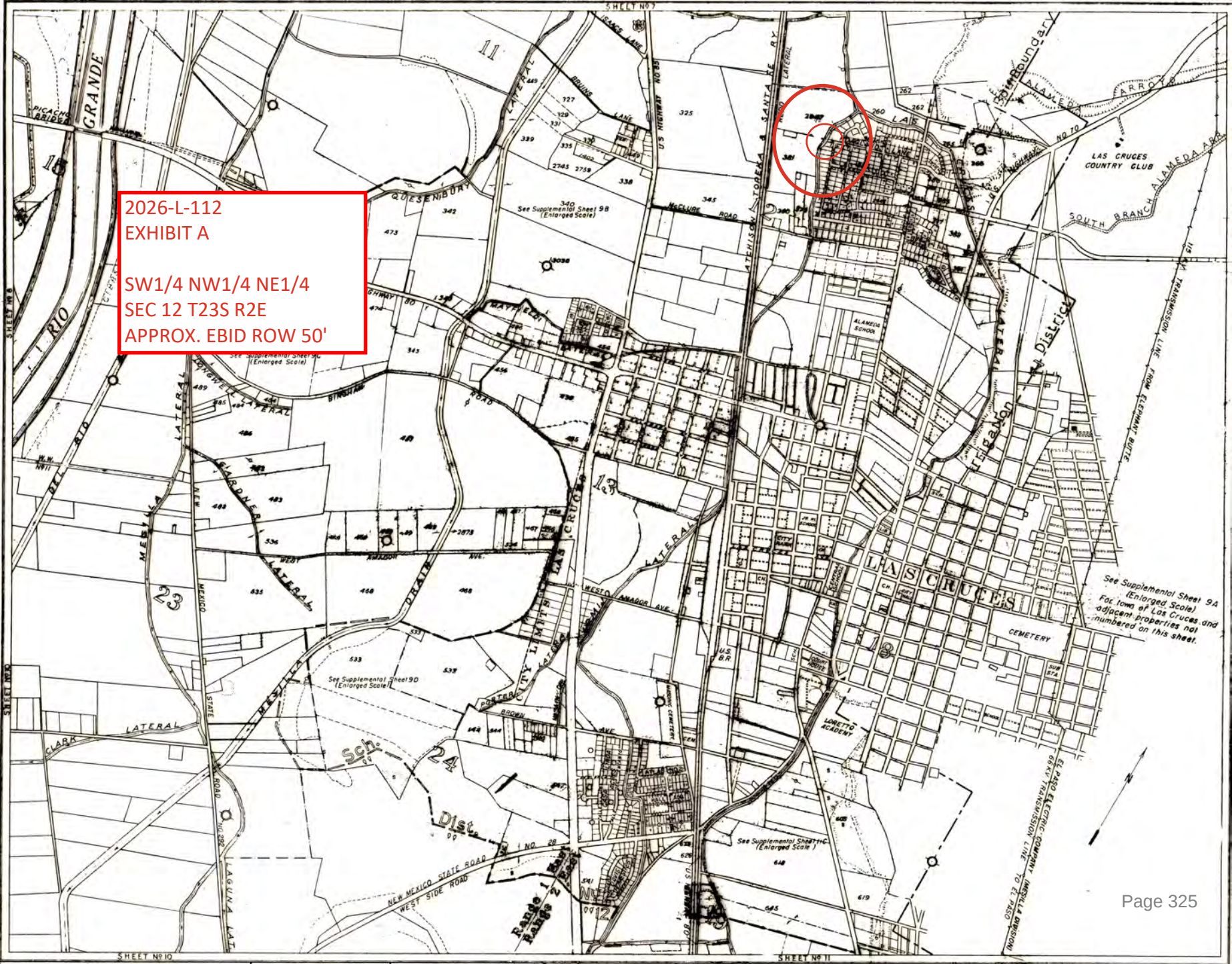
Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer

2026-L-112
EXHIBIT A

SW1/4 NW1/4 NE1/4
SEC 12 T23S R2E
APPROX. EBID ROW 50'



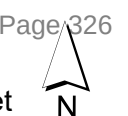
See Supplemental Sheet 9A
(Enlarged Scale)
For town of Las Cruces and
adjacent properties not
numbered on this sheet.



2026-L-112
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING BURIED GAS LINE CROSSING THE
 ARMIÑO LATERAL AT APPROXIMATE STATION 7+35
 EBID APPROX. ROW 50'

0 50 100 200 300 US Feet



(FST040572)

Contract No. 14-06-503-1976

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRANDE PROJECT, NEW MEXICO-TEXAS

LICENSE AGREEMENT WITH THE CITY OF LAS CRUCES, NEW MEXICO, FOR CONSTRUCTION AND MAINTENANCE OF GAS LINE CROSSINGS OF THE LAS CRUCES LATERAL AND ARMIJO LATERAL

THIS AGREEMENT, made this 22nd day of May, 1972, in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly the Reclamation Project Act of 1939 (53 Stat. 1187), between the UNITED STATES OF AMERICA, hereinafter referred to as "United States", represented by the officer executing this agreement, hereinafter termed "Contracting Officer", it being understood that the obligations of the United States hereunder relate only to the activities of the Bureau of Reclamation, and the CITY OF LAS CRUCES, NEW MEXICO, a municipal corporation duly organized and existing under and by virtue of the laws of the State of New Mexico, hereinafter styled "Licensee."

WITNESSETH THAT:

WHEREAS, Licensee at its sole expense desires to construct, operate and maintain gas pipeline crossings of the Las Cruces Lateral and the Armijo Lateral, facilities of the Rio Grande Reclamation Project, and

WHEREAS, the granting and exercise of the license on right-of-way of the United States in the manner and under the conditions set forth will not be incompatible with the requirements of the United States for the operation and maintenance of the irrigation facilities of the Federal Rio Grande Reclamation Project.

NOW, THEREFORE, the parties hereto agree as follows:

1. For and upon payment of the consideration hereinafter stated, the United States, to the extent of its interest therein, hereby grants to Licensee permission for a period of fifty (50) years from the date hereof to construct, operate and maintain a 4-inch

(FST040572)

natural gas pipeline crossing of the Las Cruces Lateral at approximately Station 121+55 and the Armijo Lateral at approximately Station 7+35, in Dona Ana County, New Mexico, all as more specifically located and shown on Exhibit A, sheets 1 and 2 thereof, attached hereto and by this reference made a part hereof.

2. Licensee agrees to bear the cost to the United States of issuing and administering this license agreement, including the cost of inspection of construction. To this end Licensee will, upon execution of this agreement by the parties, pay to the United States the sum of One Hundred and Thirty Dollars (\$130.00) of which \$50.00 is for issuing and administering this license and \$80.00 is for the cost of inspection of construction work.

3. Warning signs shall be placed near the edge of the right of way on each side of the crossing. The signs shall be clearly visible from equipment used for operation and maintenance of the project facility.

4. Construction shall be accomplished at such time or times as will not interfere with the use of the Rio Grande Project facilities as determined by the Project Superintendent or his authorized representative prior to commencement of construction.

5. The "General Provisions -- License Agreements" (FST070271) attached hereto is hereby made a part of this license agreement the same as if it had been expressly set forth herein. Where the term "Licensee" is used in said General Provisions - License Agreements, it shall be understood to refer to the City of Las Cruces, New Mexico.

IN WITNESS WHEREOF, the parties hereto have caused this license agreement to be executed as of the day and year first hereinabove written.

ATTEST:

Nancy E. Babink
City Clerk
Secretary

UNITED STATES OF AMERICA

By James W. Rudy
Project Superintendent
Rio Grande Project
Bureau of Reclamation

CITY OF LAS CRUCES, NEW MEXICO

By [Signature]
Mayor

GENERAL PROVISIONS -- LICENSE AGREEMENTS

1. RIGHTS RESERVED IN UNITED STATES. There is reserved to the United States and its assigns the prior right to use any of the lands herein described to construct, operate and maintain structures and facilities including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephone and telegraph lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

2. LICENSEES RESPONSIBLE FOR CHARGES. The Licensee further agrees that if the construction of any or all of such structures and facilities across, over or upon said lands should be made more expensive by reason of the existence of improvements or works of Licensee thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty (30) days after demand is made by the Licensee for payment of any such sums, Licensee will make payment thereof to the United States or any of its assigns constructing such structures and facilities on said lands. As an alternate to payment, Licensee, at its sole cost and expense and within the time limits established by the United States, may remove or adapt facilities constructed and operated by it on said lands to accommodate the aforementioned structures and facilities of the United States. Licensee shall bear the cost to the United States occasioned by the failure of Licensee to remove or adapt its facilities within the time limits specified.

3. ACCESS RESERVED TO UNITED STATES. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passover, and egress from all of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.

4. LICENSE SUBJECT TO EXISTING RIGHTS. This license is subject to existing rights-of-way for highways, roads, canals, laterals, drains, ditches, pipelines, electrical transmission lines, telegraph and telephone lines, over all or part of the described lands.

5. UNITED STATES HELD HARMLESS. a. The United States does not assume any liability and Licensee agrees to indemnify and hold the United States harmless for injury or damage to any persons or property that may arise during the course of the use, occupancy, and enjoyment by Licensee of the rights granted herein; or the design of, construction of, erection of, presence, maintenance of, or failure to properly and safely construct, operate and maintain, use and occupy any and all of the structures and facilities aforesaid or part thereof.

b. The Licensee further agrees that the United States, its officers, agents, and employees and its assigns, shall not be held liable for damage to Licensee's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this license.

6. RELEASE FROM LIABILITY. The Licensee hereby releases the United States from liability for any and all loss or damage of every description or whatsoever, which may result to the Licensee from the construction, operation, and maintenance of Project works upon said land, provided that nothing in this agreement shall be construed as releasing the United States from responsibility for its own negligence.

7. LICENSEE TO DEFEND TITLE. The Licensee shall defend the United States in any action which alleges that Licensee's use of Project right-of-way facilities under this agreement is unlawful in any manner and further agrees to indemnify and hold the United States harmless from the decision in any such action or litigation.

8. INTERFERENCE PROHIBITED. The Licensee shall use, occupy, and maintain said facilities with all reasonable diligence and precaution to avoid damage to or obstruction of the irrigation and drainage facilities or other structures of the United States, or any interference in any way with the operation and maintenance of the same.

9. TERM OF LICENSE - TERMINATION. Nonuse of the licensed lands for the purposes for which this license is issued continuing at any time for a period of two (2) years, shall, at the option of the United States, work a termination of this agreement and of all rights of the Licensee hereunder, and the term hereof shall in any event expire by limitation at the end of fifty (50) years from the date hereof. All rights granted to the Licensee under this agreement are subject to termination upon failure of Licensee to comply with the terms hereof.

10. REMOVAL OF FACILITIES. Unless otherwise approved by the United States, all facilities licensed under this agreement shall be removed by Licensee from the right-of-way of the United States within thirty (30) days after termination of this license at the sole expense of Licensee.

11. NO WARRANTY. The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

12. ASSIGNMENT. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

13. EQUAL OPPORTUNITY. During the performance of this contract, Licensee, hereinafter in this article termed "Contractor" agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

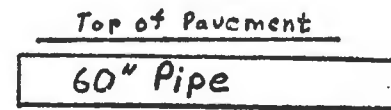
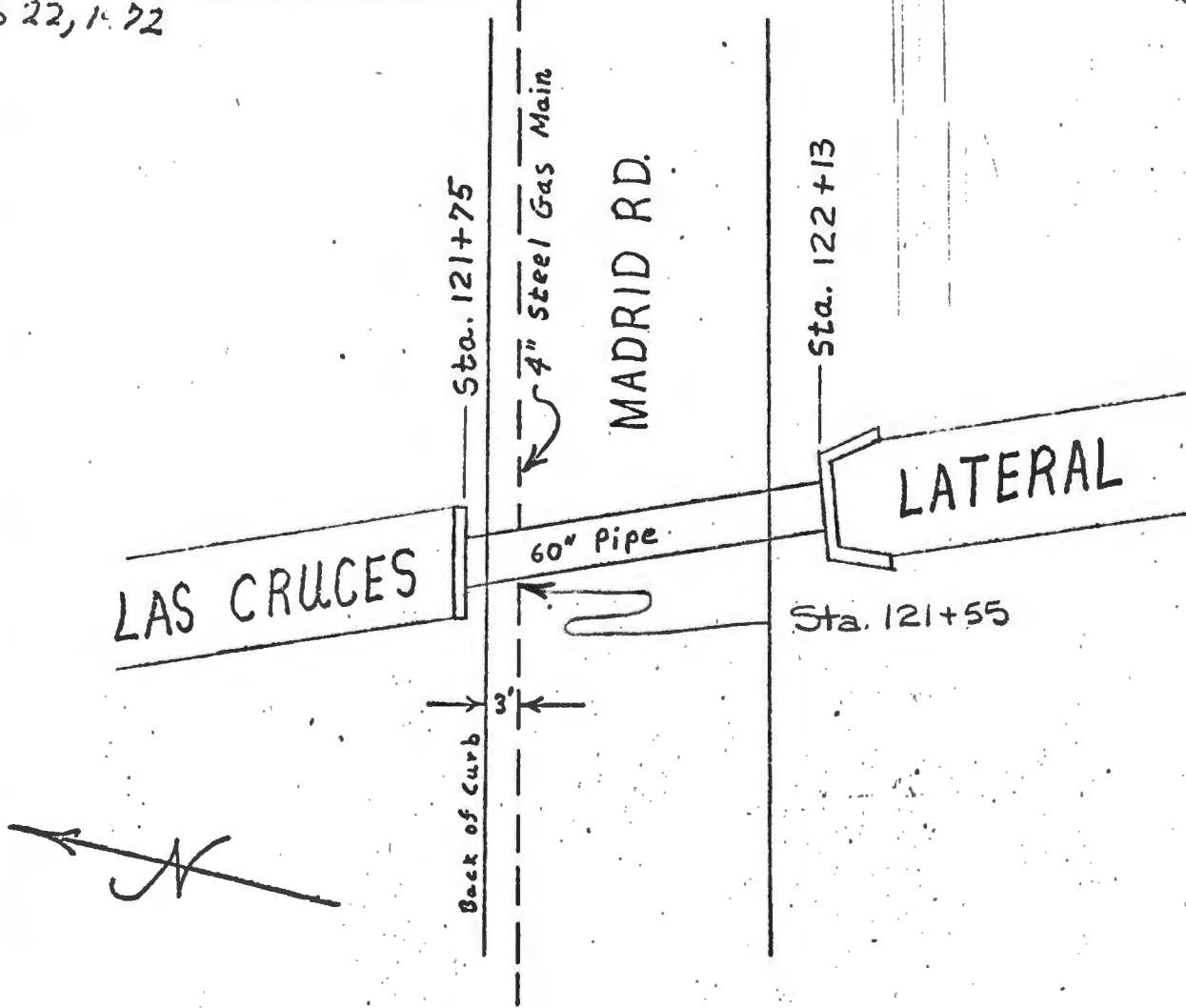
14. COVENANT AGAINST CONTINGENT FEES. The Licensee warrants that no person or agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Licensee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to require Licensee to pay, in addition to the contract consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

15. OFFICIALS NOT TO BENEFIT. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

16. WATER AND AIR POLLUTION CONTROL. The Licensee shall, within its legal authority, comply fully with all applicable Federal laws, orders, and regulations, and the laws of the applicable State, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, groundwater, or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants, and concerning the pollution of the air with respect to radioactive materials or other pollutants.

PROPOSED FACILITY

PROJECT: City Gas Extension
 STRUCTURE: 4" Steel GAS - Replacement
 CITY OF: Doña Ana
 LOCATION BY: CITY OF LAS CRUCES
 DATE: Feb 22, 1972



Not Less Than 1' Clearance

EXHIBIT A

114-06-503-1976
PROPOSED FACILITY

770.-

PROJECT: City Gas Extension

STRUCTURE: 4" Steel GAS - Replacement

LOCATION OF: Doña Ana

APPROVED BY: CITY OF LAS CRUCES

Feb 22, 1972

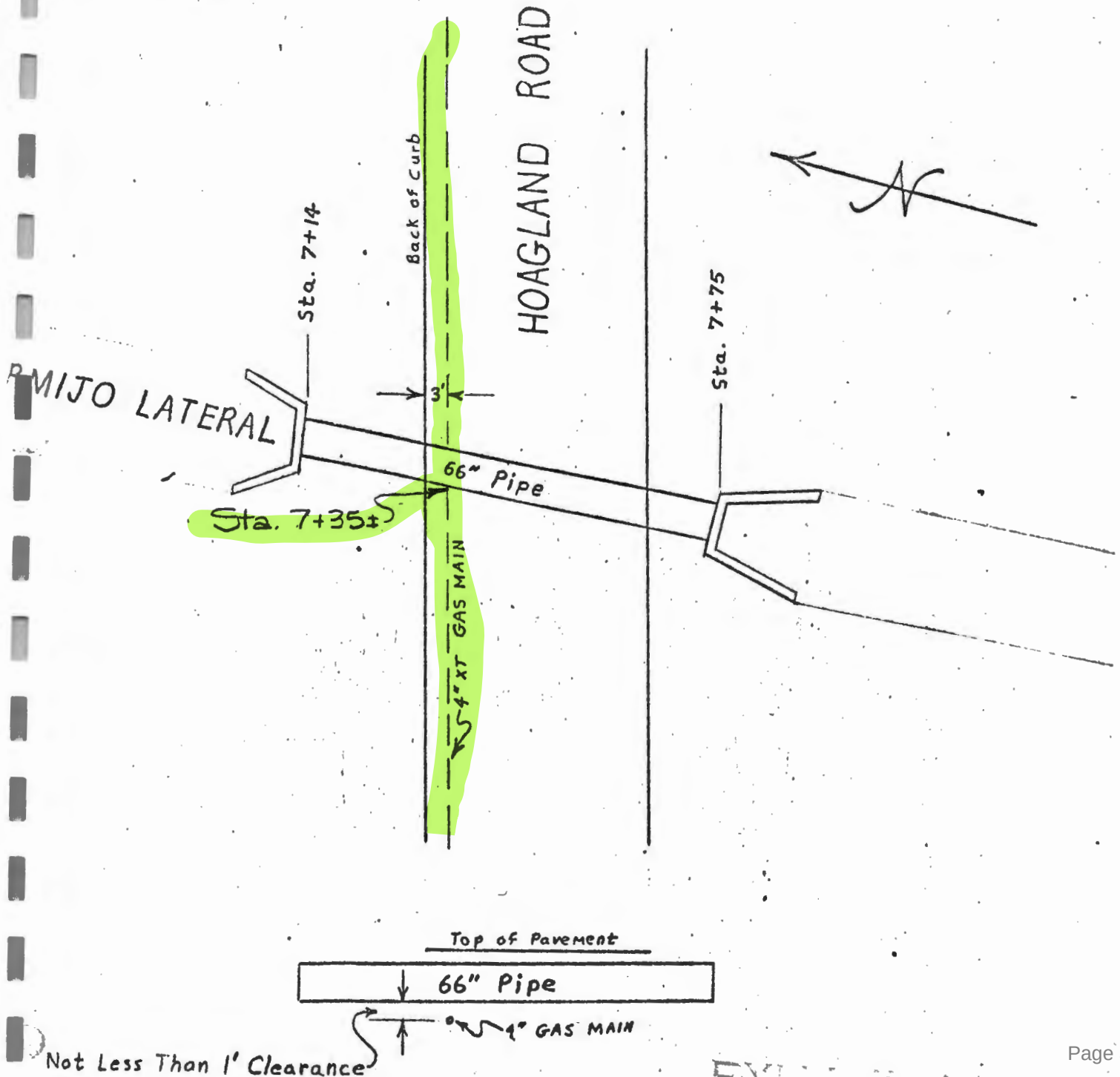
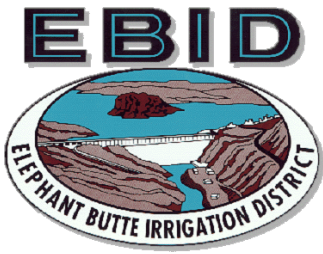


EXHIBIT A



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: 2026-147

License Number: 2026-L-113

Exhibits Attached: "A" AND "B"

(Place License Number on all exhibits)

Term:

From: AUGUST 12, 2026

To: AUGUST 12, 2036

Month Day Year

Licensee (Name and address)

CITY OF LAS CRUCES / UTILITIES DEPT.

680 N. MOTEL BLVD

LAS CRUCES, NM 88009

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

TO OPERATE AND MAINTAIN AN EXISTING BURIED SEWER PIPE CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 233+16 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

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

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

- LICENSE RENEWAL: X-REFERENCE 14-06-503-1902
- 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: AUGUST 12, 2026

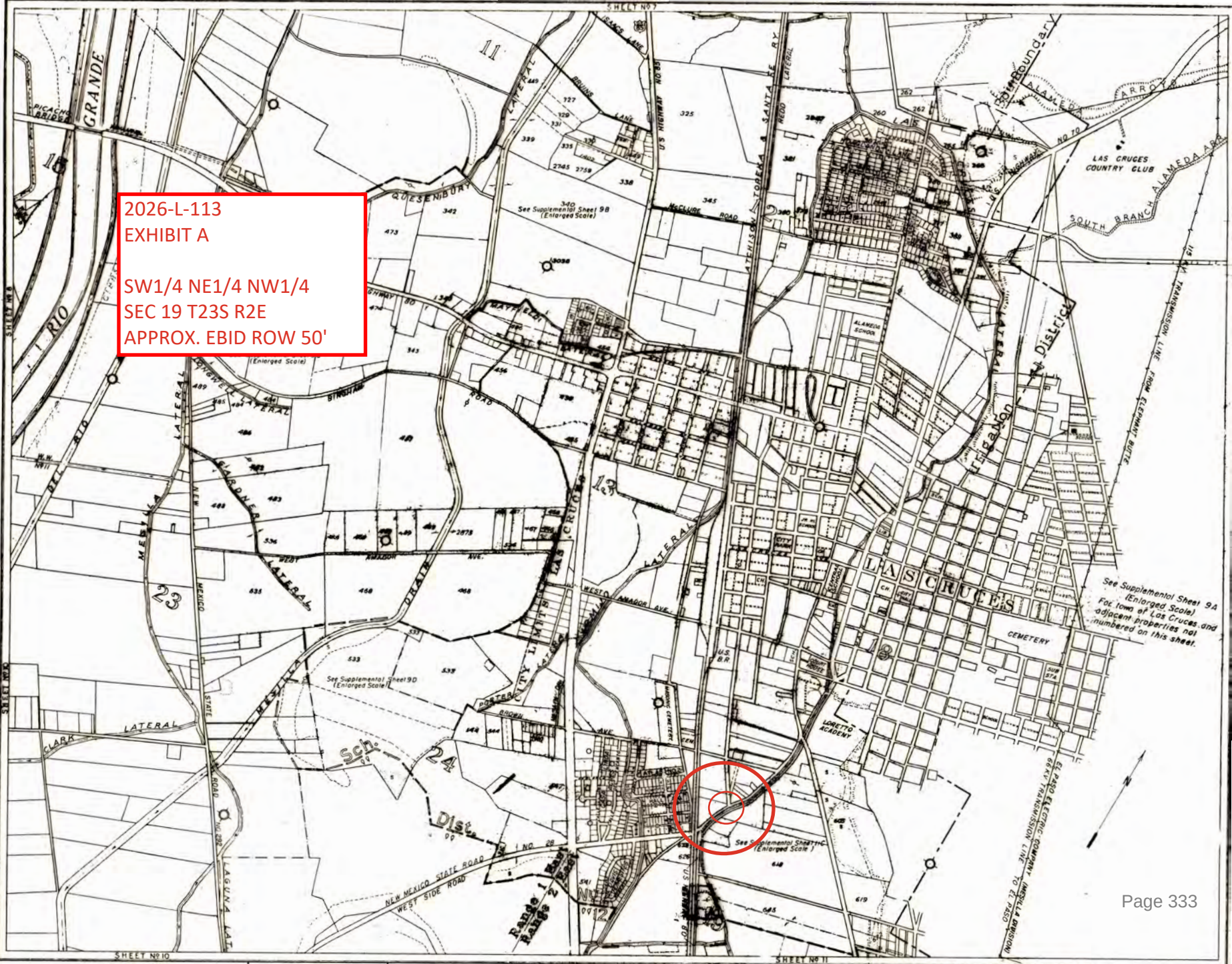
Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer

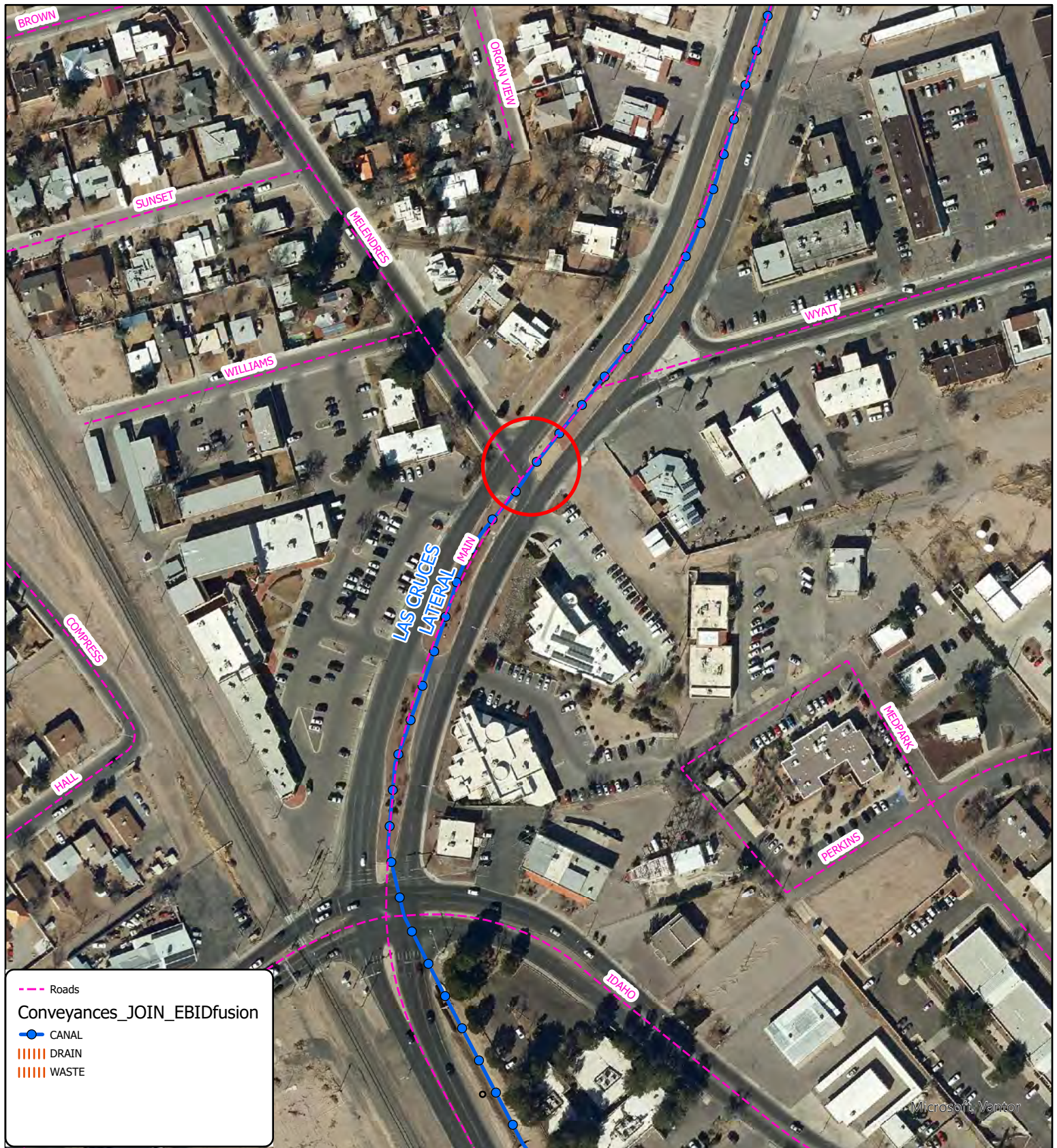
2026-L-113
EXHIBIT A

SW1/4 NE1/4 NW1/4
SEC 19 T23S R2E
APPROX. EBID ROW 50'



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

See Supplemental Sheet 9B
(Enlarged Scale)



2026-L-113
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING BURIED SEWER PIPE CROSSING THE
LAS CRUCES LATERAL AT APPROXIMATE STATION 233+16
EBID APPROX. ROW 50'

0 50 100 200 300 US Feet



Contract No. 14-06-503-1902

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRANDE PROJECT, NEW MEXICO-TEXAS

LICENSE AGREEMENT WITH THE CITY OF LAS CRUCES, NEW
MEXICO FOR CONSTRUCTION AND MAINTENANCE OF SANITARY
SEWER LINE CROSSINGS AND WATER LINE CROSSING OF
LAS CRUCES LATERAL

THIS AGREEMENT, made this 22nd day of January, 1971, in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly the Reclamation Project Act of 1939 (53 Stat. 1187), between the UNITED STATES OF AMERICA, hereinafter referred to as "United States," represented by the officer executing this agreement, hereinafter termed "Contracting Officer," it being understood that the obligations of the United States hereunder relate only to the activities of the Bureau of Reclamation, and the CITY OF LAS CRUCES, NEW MEXICO, a municipal corporation duly organized and existing under and by virtue of the laws of the State of New Mexico, hereinafter styled "City."

WITNESSETH THAT:

WHEREAS, City at its sole expense desires to construct, operate and maintain two sewer line crossings and one water line crossing of Las Cruces Lateral, an irrigation feature of the Rio Grande Project; and

WHEREAS, the granting and exercise of the license on right-of-way of the United States in the manner and under the conditions set forth will not be incompatible with the requirements of the United States for the operation and maintenance of the irrigation facilities of the Federal Rio Grande Reclamation Project; and

WHEREAS, the granting of the license to the City must be subject to the use of the right-of-way for purposes of the Rio Grande Project.

NOW, THEREFORE, the parties hereto agree as follows:

(FST111670)

1. For and upon the consideration hereinafter stated, the United States, to the extent of its interest therein hereby grants to City permission for a period of fifty (50) years from the date hereof to construct, operate and maintain sanitary sewer line crossings of the Las Cruces Lateral at approximately Station 233 + 16 and 247 + 97, and a water line crossing of Las Cruces Lateral at approximately Station 233 + 42, all in Dona Ana County, New Mexico, as more specifically located on Exhibit A, pages 1, 2, and 3 thereof, attached hereto and by this reference made a part hereof.

2. City agrees to bear the cost to the United States of administering this contract, including the cost of inspection of construction. To this end City will, upon execution of this agreement by the parties, pay to the United States the sum of Four Hundred and Seventy Dollars (\$470.00) of which \$50.00 is for issuing and administering this license and \$420.00 is the estimated cost of inspection of construction work. In the event the actual cost to the United States of inspection of construction work exceeds \$420.00, City agrees to pay the excess cost. In the event the actual cost to the United States of inspection of construction is less than \$420.00, the United States will reimburse City the excess of the advancement over actual inspection of construction costs.

3. Construction shall be accomplished at such time or times as will not interfere with the use of the Rio Grande Project facilities as determined by the Project Superintendent or his authorized representative prior to commencement of construction.

4. There is reserved to the United States and its assigns the prior right to use any of the lands herein described to construct, operate and maintain structures and facilities including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephone and telegraph lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

5. The City further agrees that if the construction of any or all of such structures and facilities across, over or upon said lands should be made more expensive by reason of the existence of improvements or works of the City thereon, such additional expense

is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty (30) days after demand is made upon the City for payment of any such sums the City will make payment thereof to the United States or any of its assigns constructing such structures and facilities on said lands. As an alternate to payment, the City, at its sole cost and expense and within the time limits established by the United States, may remove or adapt facilities constructed and operated by it on said lands to accommodate the aforementioned structures and facilities of the United States.

6. The City shall bear the cost to the United States of any failure of the City to remove or adapt its facilities within the time limits specified.

7. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passover, and egress from all of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.

8. The City further agrees that the United States, its officers, agents, and employees and its assigns, shall not be held liable for any damage to City's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this license.

9. This license is subject to existing rights-of-way for highways, roads, canals, laterals, drains, ditches, pipelines, electrical transmission lines, telegraph and telephone lines, over any part of the described lands.

10. The United States does not assume any liability and the City agrees to indemnify and hold the United States harmless for injury or damage to any persons or property that may arise during and in consequence of the use, occupancy, and enjoyment by the City of the license granted herein; or the design of, construction of, erection of, presence of, maintenance of, or failure to properly and safely construct, operate and maintain, use and occupy any and all of the structures and facilities aforesaid or any part thereof.

(FST111670)

11. The City hereby releases the United States from liability for any and all loss or damage of every description or kind whatsoever, which may result to the City from the construction, operation, and maintenance of the Rio Grande Project works upon said land, provided that nothing in this agreement shall be construed as releasing the United States from responsibility for its own negligence.

12. The City shall defend the United States in any action which alleges that the City's use of Project right-of-way or facilities under this agreement is unlawful in any manner and further agrees to indemnify and hold the United States harmless from the decision in any such type of litigation.

13. The City shall use, occupy, and maintain said facilities with all reasonable diligence and precaution to avoid damage to or obstruction of the irrigation and drainage facilities or other structures of the United States, or any interference in any way with the operation and maintenance of the same.

14. Nonuse of the licensed lands by the City for sanitary sewer and water line purposes, continuing at any time for a period of two (2) years, shall, at the option of the United States, work a termination of this agreement and of all rights of the City hereunder, and the term hereof shall in any event expire by limitation at the end of fifty (50) years from the date hereof. All rights granted to the City under this agreement are subject to termination upon failure of the City to comply with the terms hereof.

15. Unless otherwise approved by the United States, all facilities of the City licensed under this agreement shall be removed by the City from the right-of-way of the United States within thirty (30) days after termination of this license at the sole expense of the City.

16. The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

17. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

18. EQUAL OPPORTUNITY CLAUSE - The provisions required by Executive Order 11246 of September 24, 1965, a copy of which provisions

(FST111670)

is attached hereto, marked Exhibit B, and by this reference incorporated herein, shall apply as fully as though herein set forth at length. The term "contractor", where used in Exhibit B, shall be understood to refer to The City of Las Cruces, New Mexico, otherwise in this license termed "City."

19. The City warrants that no person or agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the City for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to require the City to pay, in addition to the contract consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

20. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties have caused this contract to be executed the day and year first hereinabove written.

UNITED STATES OF AMERICA

By

James W. Kirby
Project Superintendent
Rio Grande Project
Bureau of Reclamation

ATTEST:

[Signature]
City Clerk

CITY OF LAS CRUCES, NEW MEXICO

By

[Signature]
Mayor

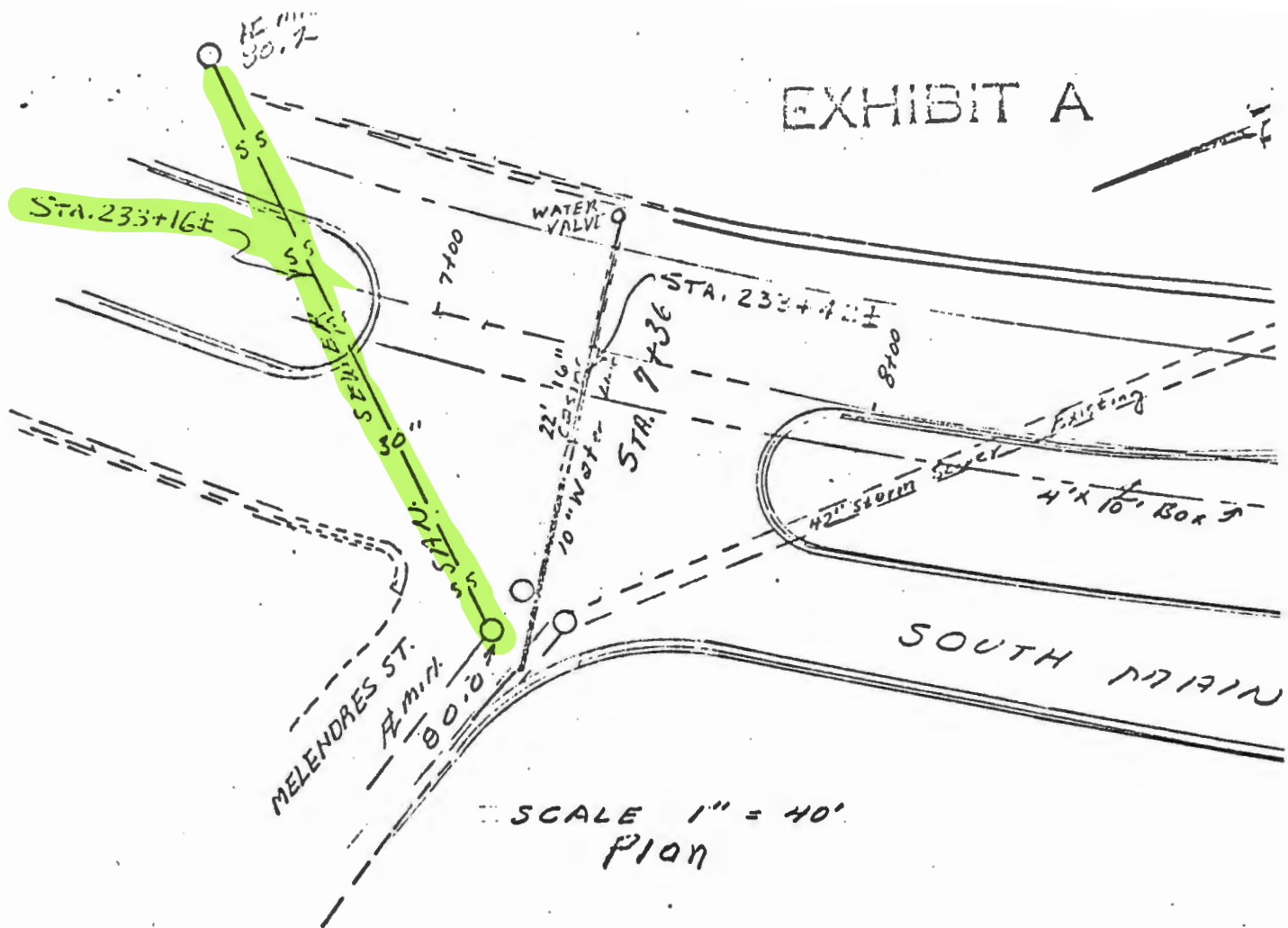
APPROVED:

ELEPHANT BUTTE IRRIGATION DISTRICT

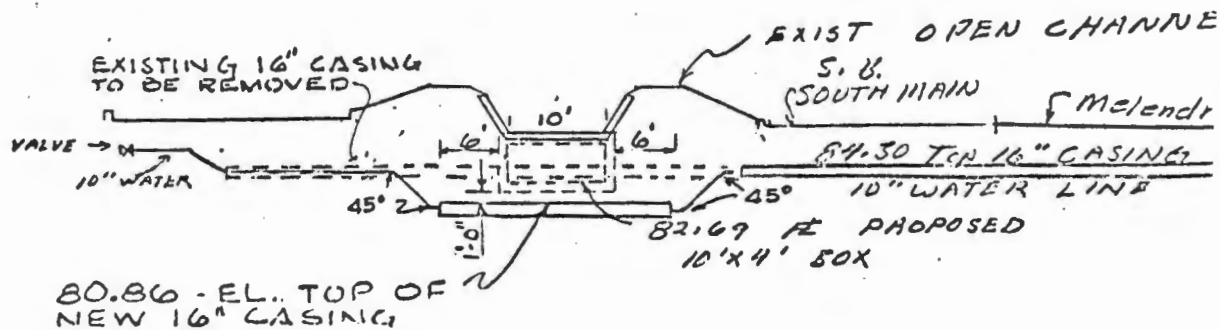
By

Wayne P. Cunningham

EXHIBIT A

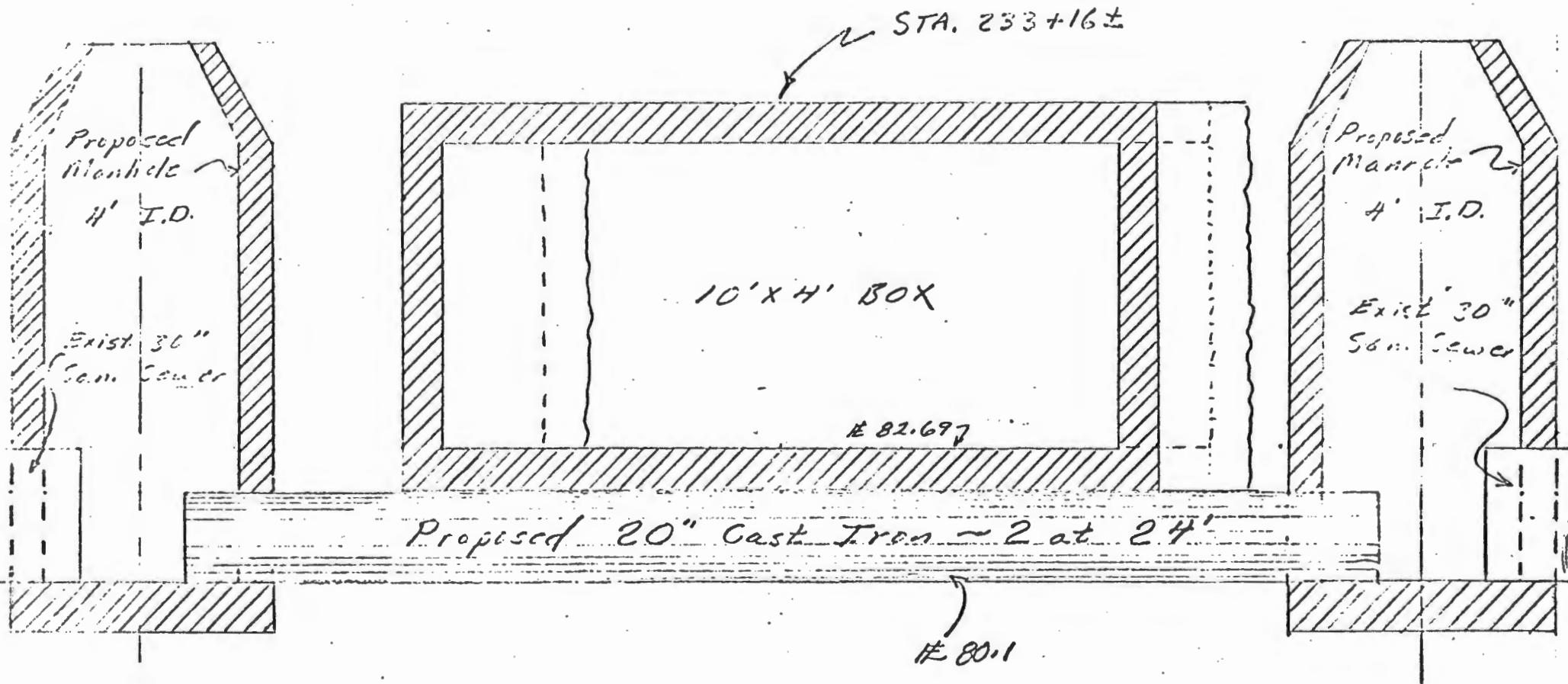


EXISTING WATER AND
SEWER LOCATIONS AT
SOUTH MAIN AND MELENDRES
SHD PROTECT NO. F-D18-1(B)
Sta. 7+36



30" SANITARY SEWER

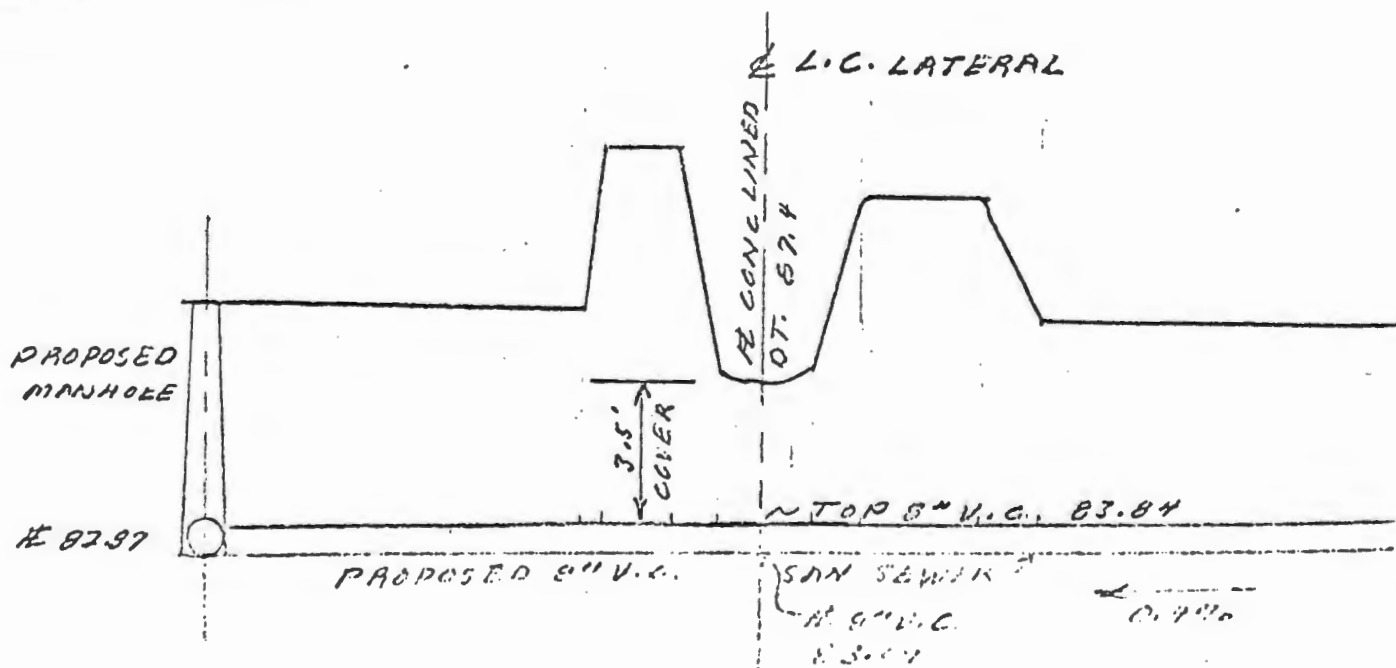
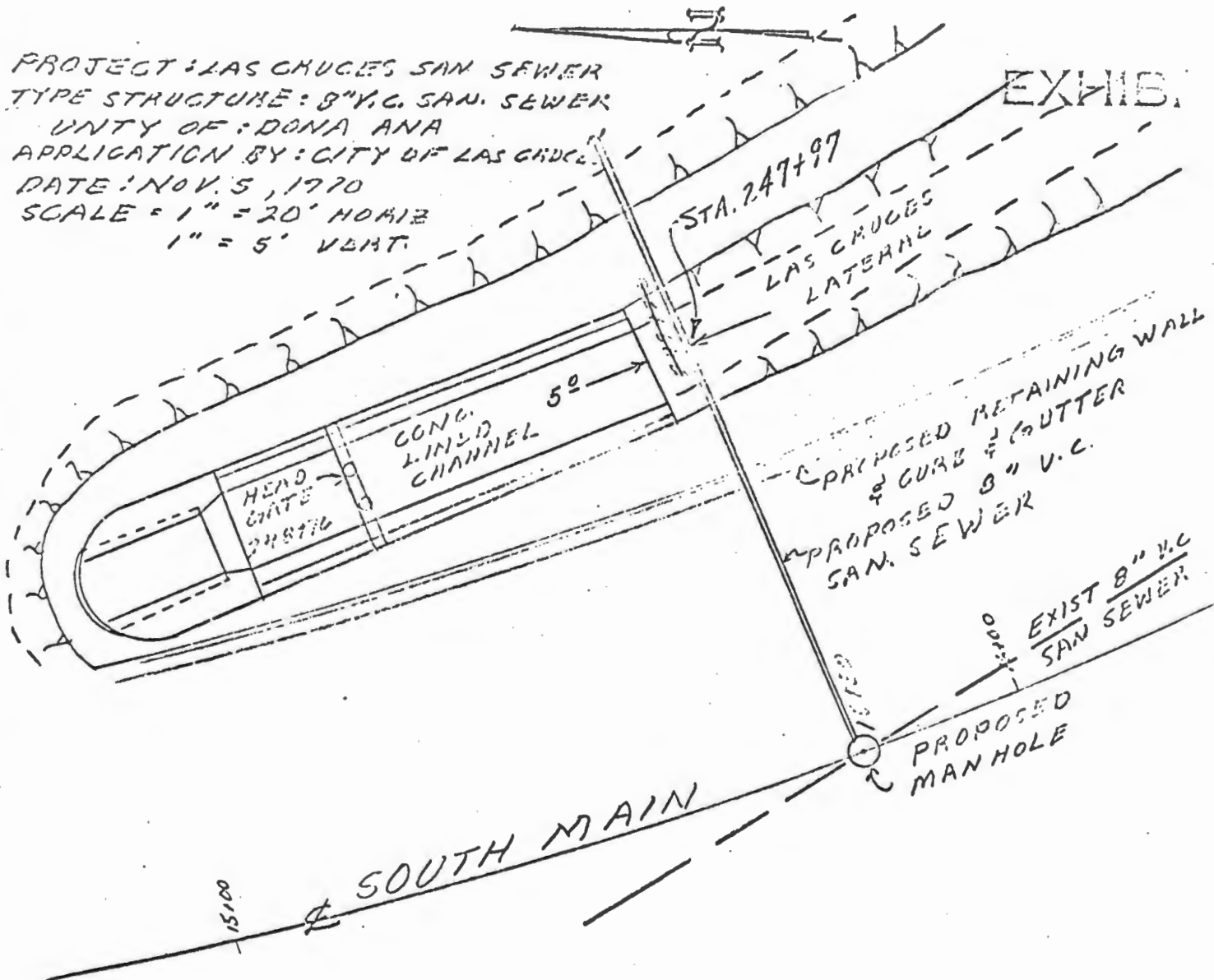
EXHIBIT A



Proposed 20" Cast Iron Sewer to Replace 30" Vic.
Sanitary Sewer to Clear Proposed Siphon for Latral
on South Main St at Melendres.
SHD PROJECT NO. F-018-1(8)

OCT 5, 1970

PROJECT: LAS CRUCES SAN SEWER
 TYPE STRUCTURE: 8" V.C. SAN. SEWER
 COUNTY OF: DONA ANA
 APPLICATION BY: CITY OF LAS CRUCES
 DATE: NOV. 5, 1970
 SCALE: 1" = 20' HORIZ
 1" = 5' VERT.



STATION - 15180 New Mexico State Highway. Stationing
 247+20 Las Cruces Lateral Stationing
 247+97

EQUAL OPPORTUNITY

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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.

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

FOR USE BY EBID ONLY:

License Administrative Fee Paid ☐

ENG Job No. _____

Limited Use _____ Special Use _____

Government _____ Individual _____

Total Fees: _____

Board Date: _____

Approved ☐ Denied ☐

Remarks: _____

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.

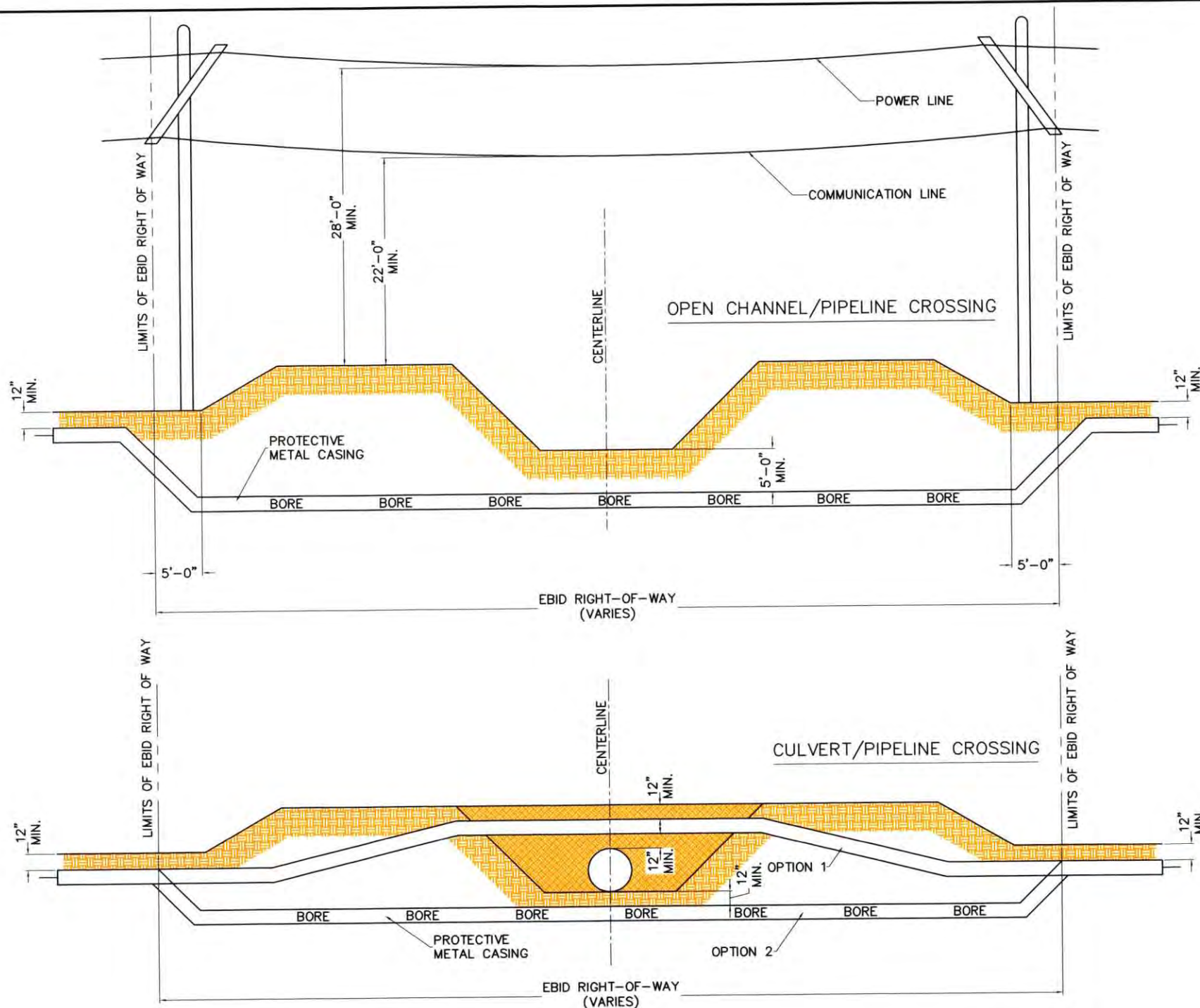
SECTION 15. Attorneys' Fees upon Default: If Licensee defaults in the timely performance of its obligations, under this license, the Licensors shall be entitled to recover all reasonable expenses and attorney's fees incurred by Licensors in enforcing its rights under the license including pre-suit fees 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.



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

D

SHEET 1 OF 1

REVISIONS

DATE	REMARKS

UTILITIES CROSSING TYPICAL EBID FACILITIES DETAILS

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

EBID



347

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 US Bureau of Reclamation, 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, or other written contract agreement. Permits and agreements are issued for terms of one (1) year and ten (10) years, depending on the type of use. Limited Use Permits are issued only for temporary uses, such as construction, special events, races, or film/photography projects, and are limited to a term of one year or less. 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 typically require at least 1 month for full approval and may take up to 2 months. Please plan accordingly and contact EBID's Engineering Department regarding applications as soon as possible. A summary of the procedures, guidelines, criteria for the issuance of licenses and permits, and where to find more information are described below.

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 structures
- 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

WHO MUST OBTAIN 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 EBID. The policy is available 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 following table. Applicants are advised to contact the EBID Engineering Department as soon as possible to obtain specific instructions regarding the right-of-use permit application.

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.

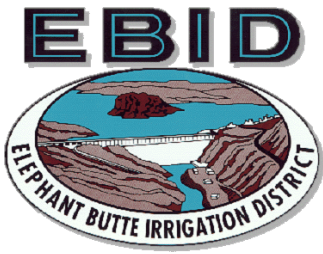
DUMPING of yard waste, dirt, spoil, concrete rubble, trash, manure, or demolition waste.

THE EBID PERMIT PROCESS

APPLICATION:	Applicants are required to submit a right-of-use permit application to EBID's District Engineer. The required application is available at EBID's Engineering Department and on the EBID website at 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, and relocations of irrigation facilities must be designed 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:	Application, design, and plans will be evaluated by the District Engineer and staff. When internal reviews are complete, the 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. The applicant does not need to be present, however, should questions arise during the meeting, the permit may be delayed until all questions and/or requirements are satisfied. The Board may approve, deny, or table the request. Special Conditions may be assigned at this time. The applicant will be notified in writing of the Board's decision.
FEES:	If the permit application is approved, the applicant will be invoiced for the fees assessed. The permit/license schedule is available at the 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, and/or appraisals.
Land Use Fee	Fair market value of the right and privilege requested for use of the EBID facilities. The Board may require a surety or performance bond, as well as insurance coverage and/or indemnification, as it deems 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:	Approved permits will be mailed to applicant as soon as possible following Board approval. Permits are not valid until fees have been paid, signed documents are returned to EBID, and the permit is signed by EBID officials. A copy will be returned to the applicant for their records.
CONSTRUCTION NOTICE:	New construction/installation must be completed within two years of approval. Construction and/or use cannot begin until permit is validated. The applicant 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 and may require additional inspections.
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 activities beginning and when finished.



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: 2026-148

License Number: 2026-L-114

Exhibits Attached: "A" AND "B"

(Place License Number on all exhibits)

Term:

From: AUGUST 12, 2026

To: AUGUST 12, 2036

Month Day Year

Licensee (Name and address)

CITY OF LAS CRUCES / UTILITIES DEPT.

680 N. MOTEL BLVD

LAS CRUCES, NM 88009

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

TO OPERATE AND MAINTAIN AN EXISTING BURIED SEWER PIPE CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 247+97 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

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

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

- LICENSE RENEWAL: X-REFERENCE 14-06-503-1902
- 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: AUGUST 12, 2026

Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer

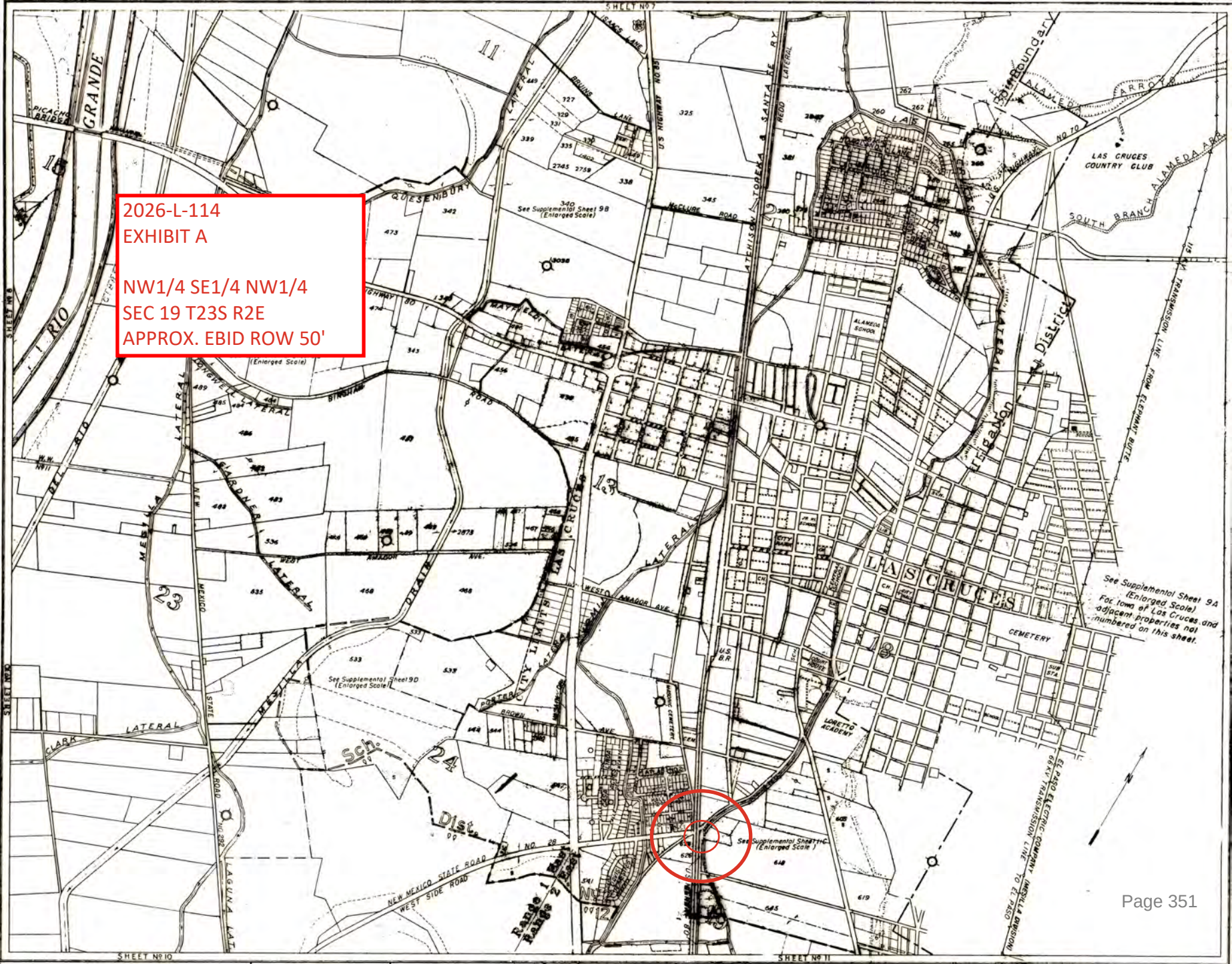
2026-L-114

EXHIBIT A

NW1/4 SE1/4 NW1/4

SEC 19 T23S R2E

APPROX. EBID ROW 50'



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

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

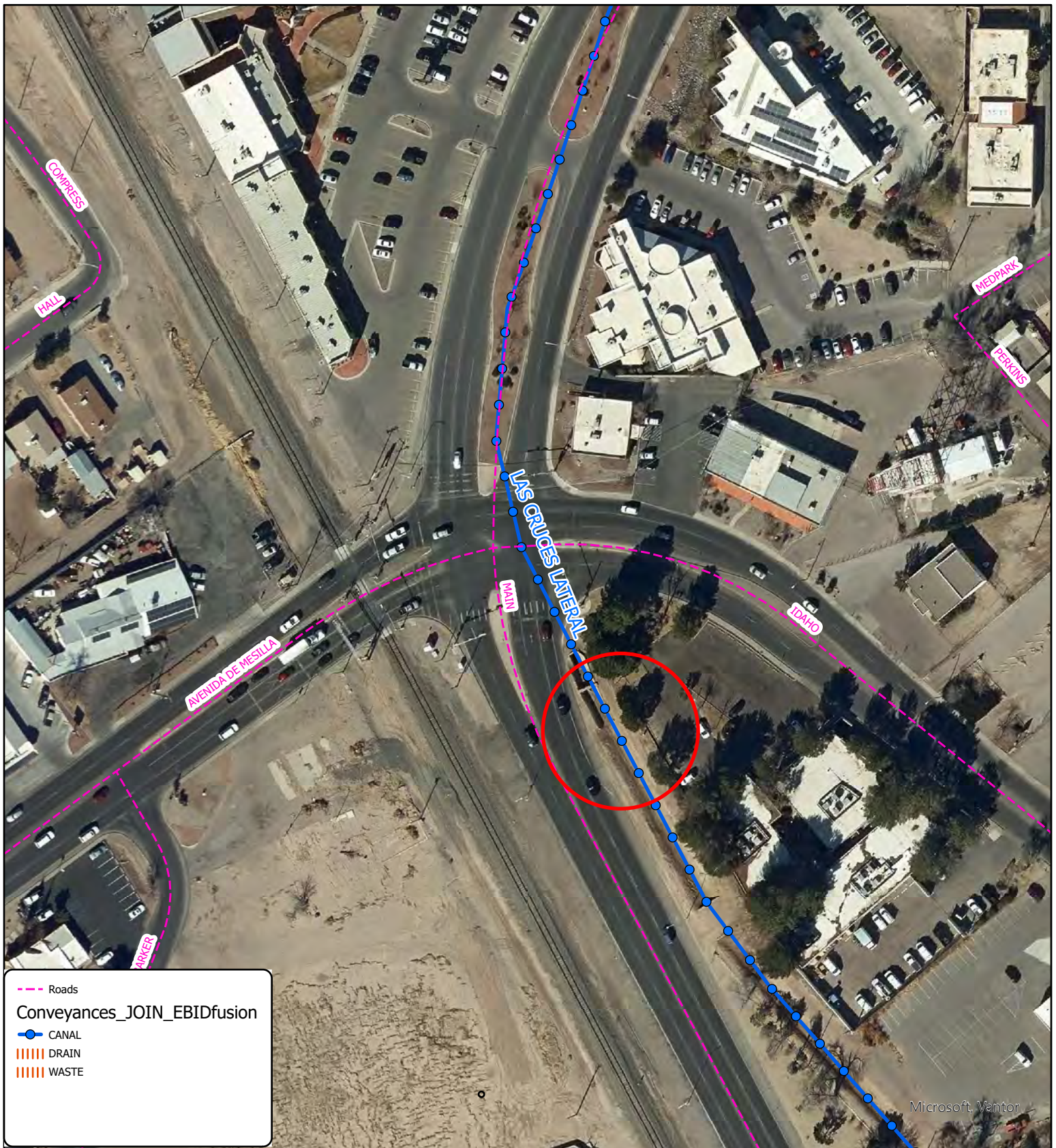
AUTHORITIES
Compiled from Topographic and Location Surveys by the Bureau of Reclamation. Property lines are from the best information available (Private Surveys, Deed Notes, Etc.) but with no assurance that they are either authentic or valid.

SCALE
0 1000 2000 3000
T 23S. R 1&2E
DATE 1959 REVISED

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

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

MESILLA VALLEY
SHEET
LAS CRUCES
9



2026-L-114
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING BURIED SEWER PIPE LINE CROSSING
THE LAS CRUCES LATERAL AT APPROXIMATE STATION 247+97
EBID APPROX. ROW 50'

0 25 50 100 150 US Feet



Page 352

(FST111670)

Contract No. 14-06-503-1902

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRANDE PROJECT, NEW MEXICO-TEXAS

LICENSE AGREEMENT WITH THE CITY OF LAS CRUCES, NEW
MEXICO FOR CONSTRUCTION AND MAINTENANCE OF SANITARY
SEWER LINE CROSSINGS AND WATER LINE CROSSING OF
LAS CRUCES LATERAL

THIS AGREEMENT, made this 22nd day of January, 1971, in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly the Reclamation Project Act of 1939 (53 Stat. 1187), between the UNITED STATES OF AMERICA, hereinafter referred to as "United States," represented by the officer executing this agreement, hereinafter termed "Contracting Officer," it being understood that the obligations of the United States hereunder relate only to the activities of the Bureau of Reclamation, and the CITY OF LAS CRUCES, NEW MEXICO, a municipal corporation duly organized and existing under and by virtue of the laws of the State of New Mexico, hereinafter styled "City."

WITNESSETH THAT:

WHEREAS, City at its sole expense desires to construct, operate and maintain two sewer line crossings and one water line crossing of Las Cruces Lateral, an irrigation feature of the Rio Grande Project; and

WHEREAS, the granting and exercise of the license on right-of-way of the United States in the manner and under the conditions set forth will not be incompatible with the requirements of the United States for the operation and maintenance of the irrigation facilities of the Federal Rio Grande Reclamation Project; and

WHEREAS, the granting of the license to the City must be subject to the use of the right-of-way for purposes of the Rio Grande Project.

NOW, THEREFORE, the parties hereto agree as follows:

(FST111670)

1. For and upon the consideration hereinafter stated, the United States, to the extent of its interest therein hereby grants to City permission for a period of fifty (50) years from the date hereof to construct, operate and maintain sanitary sewer line crossings of the Las Cruces Lateral at approximately Station 233 + 16 and 247 + 97, and a water line crossing of Las Cruces Lateral at approximately Station 233 + 42, all in Dona Ana County, New Mexico, as more specifically located on Exhibit A, pages 1, 2, and 3 thereof, attached hereto and by this reference made a part hereof.

2. City agrees to bear the cost to the United States of administering this contract, including the cost of inspection of construction. To this end City will, upon execution of this agreement by the parties, pay to the United States the sum of Four Hundred and Seventy Dollars (\$470.00) of which \$50.00 is for issuing and administering this license and \$420.00 is the estimated cost of inspection of construction work. In the event the actual cost to the United States of inspection of construction work exceeds \$420.00, City agrees to pay the excess cost. In the event the actual cost to the United States of inspection of construction is less than \$420.00, the United States will reimburse City the excess of the advancement over actual inspection of construction costs.

3. Construction shall be accomplished at such time or times as will not interfere with the use of the Rio Grande Project facilities as determined by the Project Superintendent or his authorized representative prior to commencement of construction.

4. There is reserved to the United States and its assigns the prior right to use any of the lands herein described to construct, operate and maintain structures and facilities including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephone and telegraph lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

5. The City further agrees that if the construction of any or all of such structures and facilities across, over or upon said lands should be made more expensive by reason of the existence of improvements or works of the City thereon, such additional expense

is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty (30) days after demand is made upon the City for payment of any such sums the City will make payment thereof to the United States or any of its assigns constructing such structures and facilities on said lands. As an alternate to payment, the City, at its sole cost and expense and within the time limits established by the United States, may remove or adapt facilities constructed and operated by it on said lands to accommodate the aforementioned structures and facilities of the United States.

6. The City shall bear the cost to the United States of any failure of the City to remove or adapt its facilities within the time limits specified.

7. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passover, and egress from all of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.

8. The City further agrees that the United States, its officers, agents, and employees and its assigns, shall not be held liable for any damage to City's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this license.

9. This license is subject to existing rights-of-way for highways, roads, canals, laterals, drains, ditches, pipelines, electrical transmission lines, telegraph and telephone lines, over any part of the described lands.

10. The United States does not assume any liability and the City agrees to indemnify and hold the United States harmless for injury or damage to any persons or property that may arise during and in consequence of the use, occupancy, and enjoyment by the City of the license granted herein; or the design of, construction of, erection of, presence of, maintenance of, or failure to properly and safely construct, operate and maintain, use and occupy any and all of the structures and facilities aforesaid or any part thereof.

(FST111670)

11. The City hereby releases the United States from liability for any and all loss or damage of every description or kind whatsoever, which may result to the City from the construction, operation, and maintenance of the Rio Grande Project works upon said land, provided that nothing in this agreement shall be construed as releasing the United States from responsibility for its own negligence.

12. The City shall defend the United States in any action which alleges that the City's use of Project right-of-way or facilities under this agreement is unlawful in any manner and further agrees to indemnify and hold the United States harmless from the decision in any such type of litigation.

13. The City shall use, occupy, and maintain said facilities with all reasonable diligence and precaution to avoid damage to or obstruction of the irrigation and drainage facilities or other structures of the United States, or any interference in any way with the operation and maintenance of the same.

14. Nonuse of the licensed lands by the City for sanitary sewer and water line purposes, continuing at any time for a period of two (2) years, shall, at the option of the United States, work a termination of this agreement and of all rights of the City hereunder, and the term hereof shall in any event expire by limitation at the end of fifty (50) years from the date hereof. All rights granted to the City under this agreement are subject to termination upon failure of the City to comply with the terms hereof.

15. Unless otherwise approved by the United States, all facilities of the City licensed under this agreement shall be removed by the City from the right-of-way of the United States within thirty (30) days after termination of this license at the sole expense of the City.

16. The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

17. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

18. EQUAL OPPORTUNITY CLAUSE - The provisions required by Executive Order 11246 of September 24, 1965, a copy of which provisions

(FST111670)

is attached hereto, marked Exhibit B, and by this reference incorporated herein, shall apply as fully as though herein set forth at length. The term "contractor", where used in Exhibit B, shall be understood to refer to The City of Las Cruces, New Mexico, otherwise in this license termed "City."

19. The City warrants that no person or agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the City for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to require the City to pay, in addition to the contract consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

20. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties have caused this contract to be executed the day and year first hereinabove written.

UNITED STATES OF AMERICA

By

James W. Kirby
Project Superintendent
Rio Grande Project
Bureau of Reclamation

ATTEST:

[Signature]
City Clerk

CITY OF LAS CRUCES, NEW MEXICO

By

[Signature]
Mayor

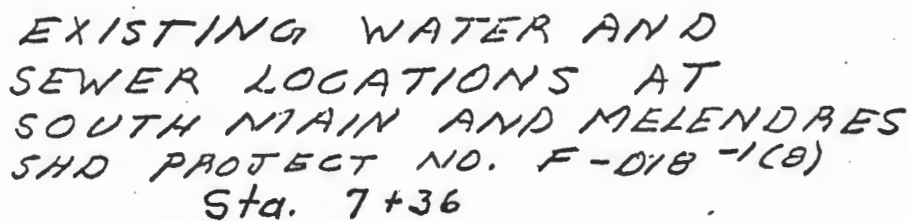
APPROVED:

ELEPHANT BUTTE IRRIGATION DISTRICT

By

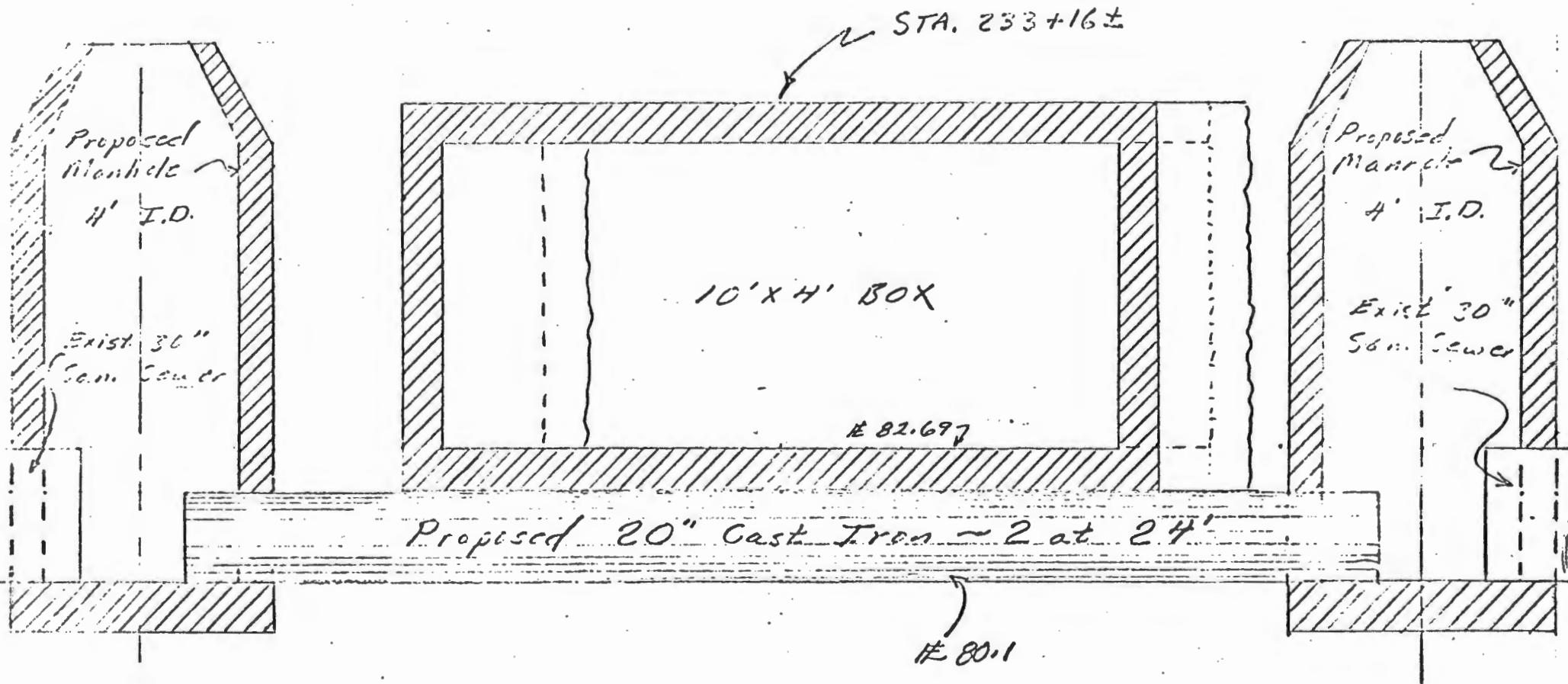
Wayne P. Cunningham

✓



30" SANITARY SEWER

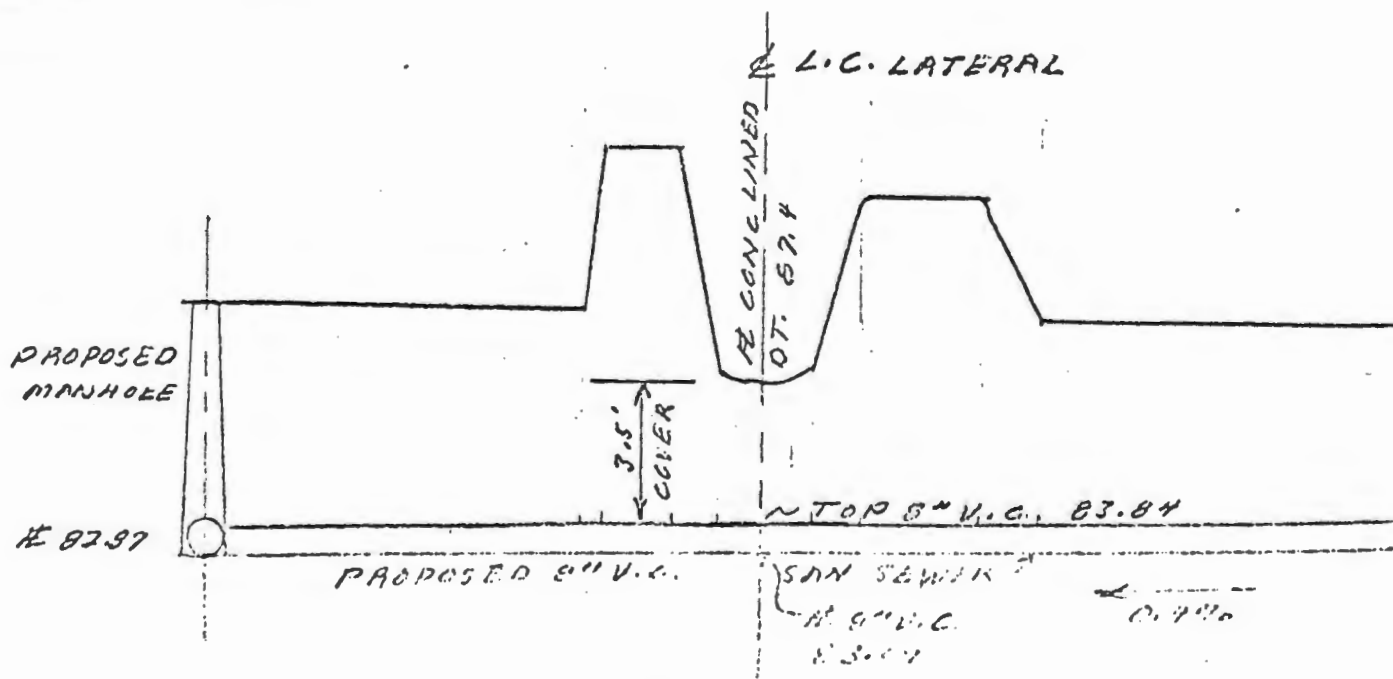
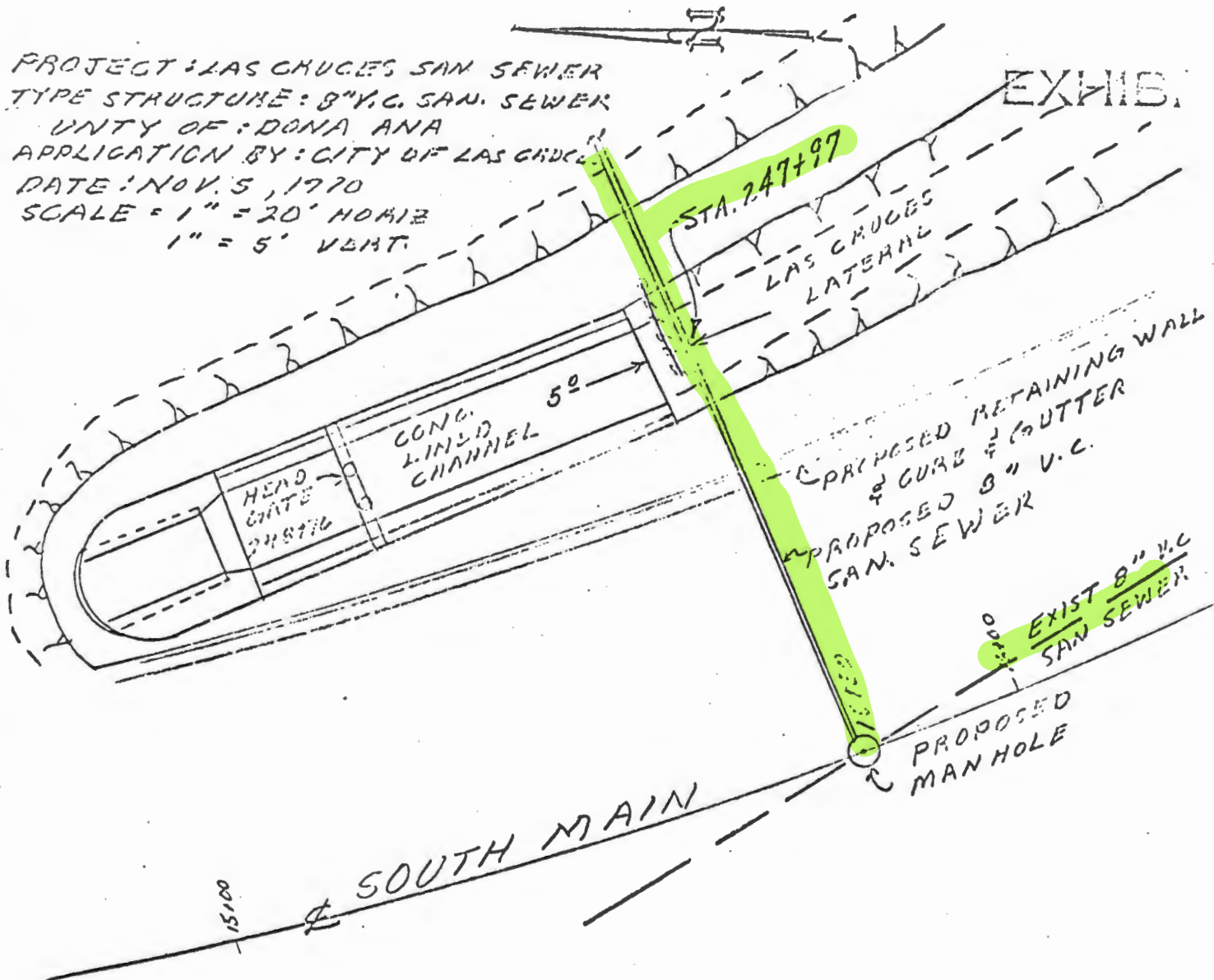
EXHIBIT A



Proposed 20" Cast Iron Sewer to Replace 30" Vic.
Sanitary Sewer to Clear Proposed Siphon for Latral
on South Main St at Melendres.
SHD PROJECT NO. F-018-1(8)

OCT 5, 1970

PROJECT: LAS CRUCES SAN SEWER
 TYPE STRUCTURE: 8" V.C. SAN. SEWER
 COUNTY OF: DONA ANA
 APPLICATION BY: CITY OF LAS CRUCES
 DATE: NOV. 5, 1970
 SCALE: 1" = 20' HORIZ.
 1" = 5' VERT.



STATION - 15180 New Mexico State Highway. Stationing
 247+20 Las Cruces Lateral Stationing
 247+97

EQUAL OPPORTUNITY

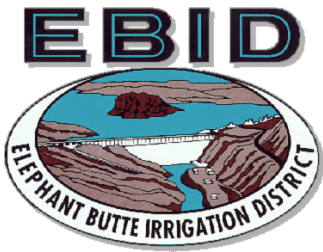
(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



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: 2026-149

License Number: 2026-L-115

Exhibits Attached: "A" AND "B"

(Place License Number on all exhibits)

Term:

From: AUGUST 12, 2026

To: AUGUST 12, 2036

Month Day Year

Licensee (Name and address)

CITY OF LAS CRUCES / UTILITIES DEPT.

680 N. MOTEL BLVD

LAS CRUCES, NM 88009

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

TO OPERATE AND MAINTAIN AN EXISTING BURIED SEWER PIPE CROSSING THE TURNEY LATERAL AT APPROXIMATE STATION 9+00 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

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

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

- LICENSE RENEWAL: X-REFERENCE 14-06-503-2030
- 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

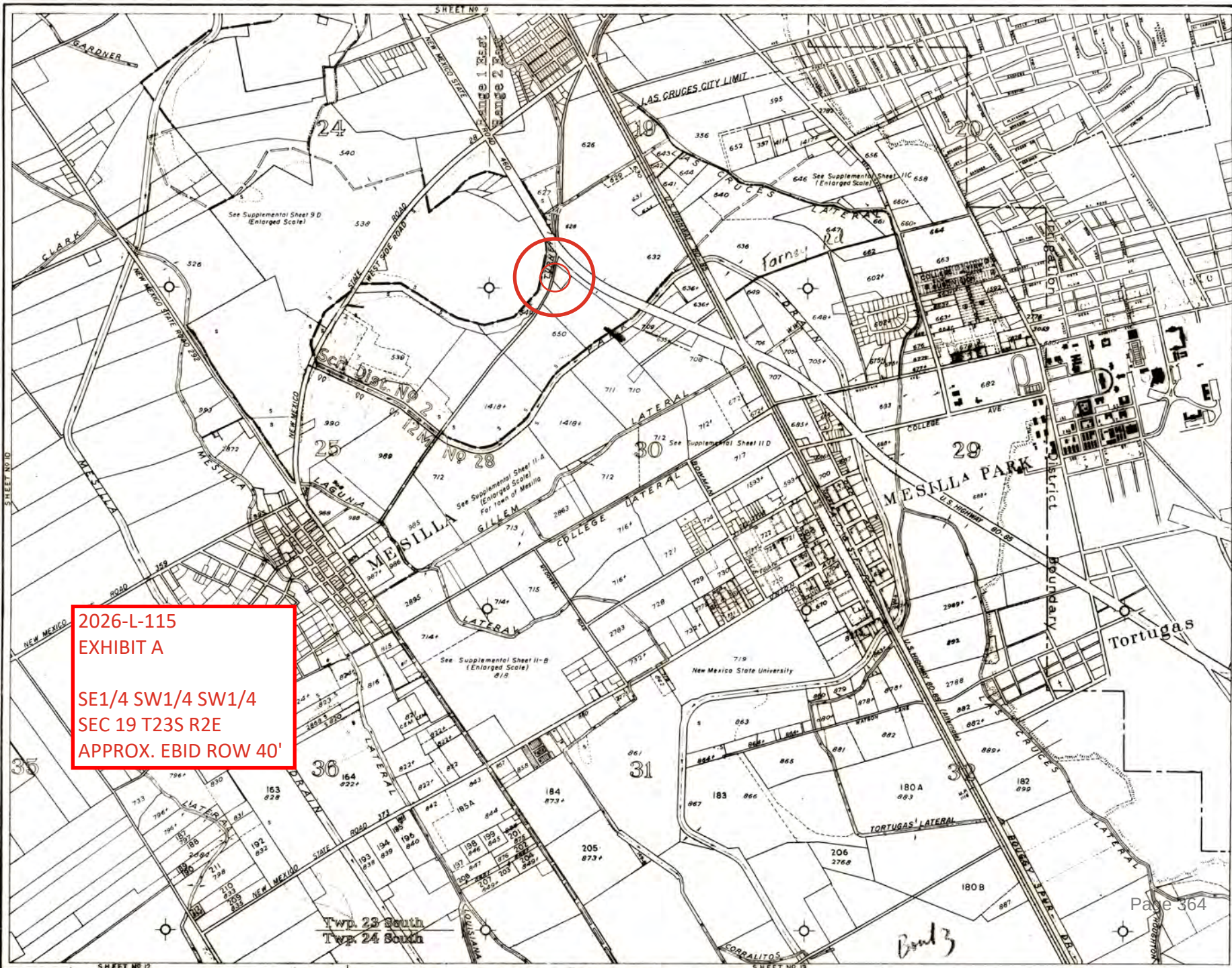
****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: AUGUST 12, 2026

Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer



2026-L-115
EXHIBIT A

SE1/4 SW1/4 SW1/4
SEC 19 T23S R2E
APPROX. EBID ROW 40'



2026-L-115
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING BURIED SEWER PIPE CROSSING THE
TURNKEY LATERAL AT APPROXIMATE STATION 9+00
EBID APPROX. ROW 40'



(FST091872)

Contract No. 14-06-503-2030

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRANDE PROJECT, NEW MEXICO-TEXAS

LICENSE AGREEMENT WITH THE CITY OF LAS CRUCES, NEW
MEXICO, FOR CONSTRUCTION AND MAINTENANCE OF AN 18"
SANITARY SEWER LINE CROSSING OF THE TURNEY LATERAL

THIS AGREEMENT, made this 16th day of October, 1972, in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly the Reclamation Project Act of 1939 (53 Stat. 1187), between the UNITED STATES OF AMERICA, hereinafter referred to as "United States," represented by the officer executing this agreement, hereinafter termed "Contracting Officer," it being understood that the obligations of the United States hereunder relate only to the activities of the Bureau of Reclamation, and the CITY OF LAS CRUCES, NEW MEXICO, a municipal corporation duly organized and existing under and by virtue of the laws of the State of New Mexico, hereinafter styled "Licensee."

WITNESSETH THAT:

WHEREAS, Licensee at its sole expense desires to construct, operate and maintain an 18-inch sanitary sewer line crossing of the Turney Lateral, a facility of the Rio Grande Reclamation Project, and

WHEREAS, the granting and exercise of the license on right of way of the United States in the manner and under the conditions set forth will not be incompatible with the requirements of the United States for the operation and maintenance of the irrigation facilities of the Federal Rio Grande Reclamation Project.

NOW, THEREFORE, the parties hereto agree as follows:

1. For and upon payment of the consideration hereinafter stated, the United States, to the extent of its interest therein, hereby grants to Licensee permission for a period of fifty (50) years from the date hereof to construct, operate and maintain an 18" sanitary

23 25 19

79 02

(FST091872)

sewer line crossing of the Turney Lateral at approximately Station 9+00, in Dona Ana County, New Mexico, as more specifically located and shown on Exhibit A, attached hereto and by this reference made a part hereof.

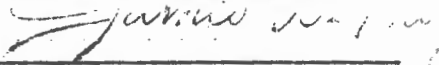
2. Licensee agrees to bear the cost to the United States of issuing and administering this license agreement, including the cost of inspection of construction. To this end Licensee will, upon execution of this agreement by the parties, pay to the United States the sum of Ninety Dollars (\$90.00) of which \$50.00 is for issuing and administering this license and \$40.00 is to cover the cost of inspection of construction work.

3. Construction shall be accomplished at such time or times as will not interfere with the use of the Rio Grande Project facilities as determined by the Project superintendent or his authorized representative prior to commencement of construction.

4. The "General Provisions --License Agreements" (FST070271) attached hereto is hereby made a part of this license agreement the same as if it had been expressly set forth herein. Where the term "licensee" is used in said General Provisions - License Agreements, it shall be understood to refer to the City of Las Cruces, New Mexico.

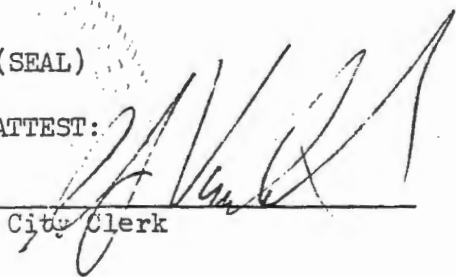
IN WITNESS WHEREOF, the parties hereto have caused this license agreement to be executed as of the day and year first hereinabove written.

UNITED STATES OF AMERICA

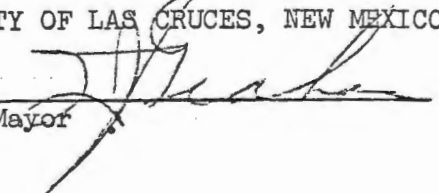
By 
Project Superintendent
Rio Grande Project
Bureau of Reclamation

(SEAL)

ATTEST:


City Clerk

CITY OF LAS CRUCES, NEW MEXICO

By 
Mayor

GENERAL PROVISIONS -- LICENSE AGREEMENTS

1. RIGHTS RESERVED IN UNITED STATES. There is reserved to the United States and its assigns the prior right to use any of the lands herein described to construct, operate and maintain structures and facilities including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephone and telegraph lines, irrigation structures generally, substations, switchyards, powerplants and any appurtenant irrigation and power structures and facilities, without any limitation made by the United States or its successors for such right.

2. LICENSEE RESPONSIBLE FOR CHARGES. The Licensee further agrees to the construction of any or all of such structures and facilities across, upon said lands should be made more expensive by reason of the existence of improvements or works of Licensee thereon, such additional expense is to be borne by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty (30) days after demand is made by Licensee for payment of any such sums, Licensee will make payment to the United States or any of its assigns constructing such structures and facilities on said lands. As an alternate to payment, Licensee, at its sole expense and within the time limits established by the United States, may remove or adapt facilities constructed and operated by it on said lands to conform to the aforementioned structures and facilities of the United States. Licensee shall bear the cost to the United States occasioned by the failure of Licensee to remove or adapt its facilities within the time limits specified.

3. ACCESS RESERVED TO UNITED STATES. There is also reserved to the United States the right of its officers, agents, employees, licensees and persons, at all proper times and places freely to have ingress to, passover, and egress from all of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.

4. LICENSEE SUBJECT TO EXISTING RIGHTS. This license is subject to existing rights-of-way for highways, roads, canals, laterals, drains, ditches, dikes, electrical transmission lines, telegraph and telephone lines, over any of the described lands.

5. UNITED STATES HELD HARMLESS. a. The United States does not assume any liability and Licensee agrees to indemnify and hold the United States harmless for injury or damage to any persons or property that may arise during the consequence of the use, occupancy, and enjoyment by Licensee of the rights granted herein; or the design of, construction of, erection of, presence or maintenance of, or failure to properly and safely construct, operate and maintain, use and occupy any and all of the structures and facilities aforesaid by or for Licensee.

b. The Licensee further agrees that the United States, its officers, agents, and employees and its assigns, shall not be held liable for injury or damage to Licensee's improvements or works by reason of the exercise of the rights reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this license.

6. RELEASE FROM LIABILITY. The Licensee hereby releases the United States from liability for any and all loss or damage of every description or whatsoever, which may result to the Licensee from the construction, erection, and maintenance of Project works upon said land, provided that nothing in this agreement shall be construed as releasing the United States from responsibility for its own negligence.

7. LICENSEE TO DEFEND TITLE. The Licensee shall defend the United States in any action which alleges that Licensee's use of Project right-of-way facilities under this agreement is unlawful in any manner and further agrees to indemnify and hold the United States harmless from the decision in any such litigation.

8. INTERFERENCE PROHIBITED. The Licensee shall use, occupy, and maintain said facilities with all reasonable diligence and precaution to avoid any obstruction of the irrigation and drainage facilities or other structures of the United States, or any interference in any way with the operation and maintenance of the same.

9. TERM OF LICENSE - TERMINATION. Nonuse of the licensed lands for purposes for which this license is issued continuing at any time for a period of two (2) years, shall, at the option of the United States, work a termination of this agreement and of all rights of the Licensee hereunder, and this license shall in any event expire by limitation at the end of fifty (50) years from the date hereof. All rights granted to the Licensee under this agreement shall be subject to termination upon failure of Licensee to comply with the terms of this license.

10. REMOVAL OF FACILITIES. Unless otherwise approved by the United States, all facilities licensed under this agreement shall be removed by Licensee from the right-of-way of the United States within thirty (30) days after termination of this license at the sole expense of Licensee.

11. NO WARRANTY. The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

12. ASSIGNMENT. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

13. EQUAL OPPORTUNITY. During the performance of this contract, Licensee, hereinafter in this article termed "Contractor" agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

14. COVENANT AGAINST CONTINGENT FEES. The Licensee warrants that no person or agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Licensee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to require Licensee to pay, in addition to the contract consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

15. OFFICIALS NOT TO BENEFIT. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

16. WATER AND AIR POLLUTION CONTROL. The Licensee shall, within its legal authority, comply fully with all applicable Federal laws, orders, and regulations, and the laws of the applicable State, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, groundwater, or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants, and concerning the pollution of the air with respect to radioactive materials or other pollutants.

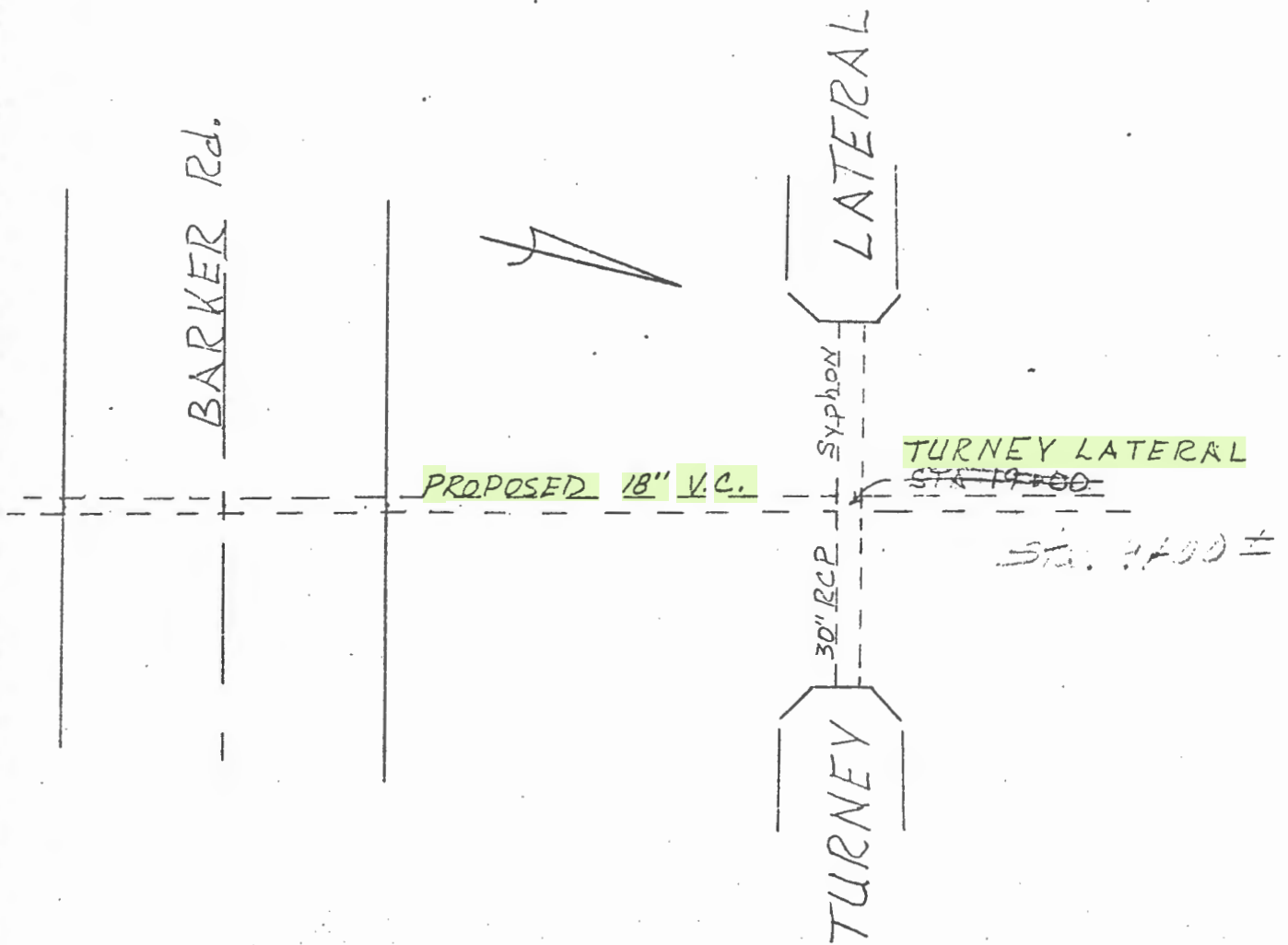
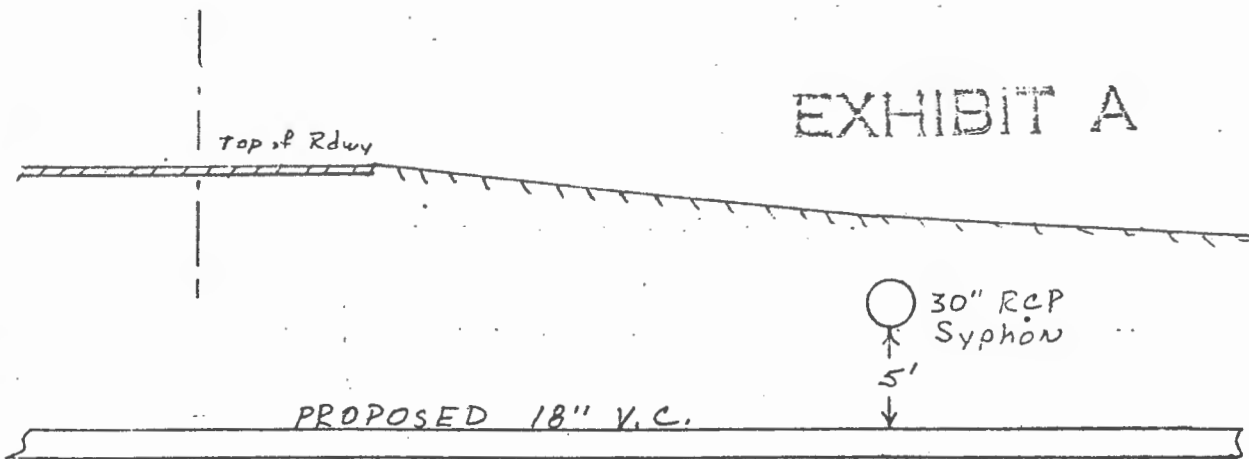
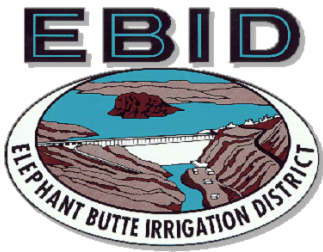


EXHIBIT A





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: 2026-150

License Number: 2026-L-116

Exhibits Attached: "A" AND "B"

(Place License Number on all exhibits)

Term:

From: AUGUST 12, 2026

To: AUGUST 12, 2036

Month Day Year

Licensee (Name and address)

CITY OF LAS CRUCES / UTILITIES DEPT.

680 N. MOTEL BLVD

LAS CRUCES, NM 88009

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

TO OPERATE AND MAINTAIN AN EXISTING BURIED GAS LINE CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 140+00 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

LOCATED IN THE SW¹/₄ OF SE¹/₄ OF THE NW¹/₄ OF SECTION 7, 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.)

- LICENSE RENEWAL: X-REFERENCE 1995-286 / 1995-L-074
- 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

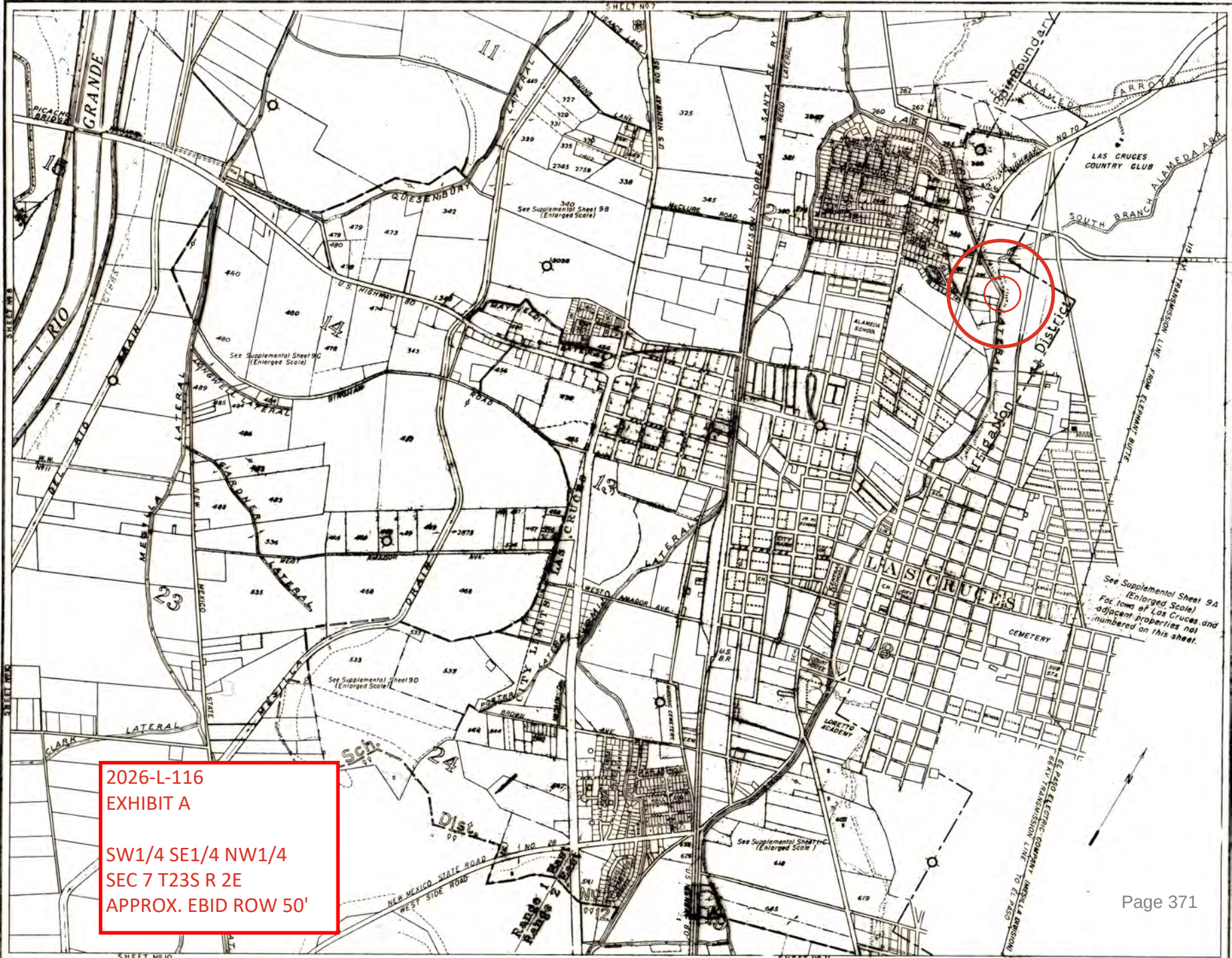
****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: AUGUST 12, 2026

Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer



2026-L-116
EXHIBIT A

SW1/4 SE1/4 NW1/4
SEC 7 T23S R 2E
APPROX. EBID ROW 50'



2026-L-116
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING BURIED GAS LINE CROSSING THE LAS CRUCES LATERAL AT APPROXIMATE STATION 140+00
EBID APPROX. ROW 50'

0 25 50 100 150 US Feet



Page 372



Elephant Butte Irrigation District
P.O. Drawer A
530 S. Melendres
Las Cruces, NM 88004

RIGHT OF USE PERMIT

☒ Special Use

☐ Limited Use

Permittee (Name and address)

CITY OF LAS CRUCES
P.O. DRAWER CLC
LAS CRUCES, NEW MEXICO 88004

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

TO CONSTRUCT, OPERATE AND MAINTAIN A BURIED GAS LINE CROSSING THE LAS CRUCES
LATERAL AT APPROXIMATE STATION 140+00 AS SHOWN IN EXHIBIT "B" ATTACHED HERETO
AND MADE A PART HEREOF.

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

LOCATED SW 1/4 OF SE 1/4 OF NW 1/4 OF SECTION 7, TOWNSHIP 23 SOUTH, RANGE 2 EAST,
DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN BOOK 59, PAGE 147, DONA ANA COUNTY,
NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Special Conditions

(If this permit is issued across United States easement land, the permittee will secure appropriate easement interests from the surface owner of the land by properly executed conveyance documents and furnish the issuing officer with copies of the same.)

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

Sign names as written in body of permit, for copartnership, permittees should sign as "members of firm", for corporation, the officer authorized to execute contracts, etc. should sign, with title, the sufficiency of such signature being attested by the Secretary, with corporate seal, in lieu of witnesses.

ASSIGN/MANAGING AGENCY

AGENCY ELEPHANT BUTTE

SIGNATURE

TITLE TREASURER-MANAGER

ATTEST

DATE

[Signature]
[Signature]
10-13-95

PERMITTEE

SIGNATURE

TITLE Director, Utilities Division

SIGNATURE

ATTEST

DATE

[Signature]
[Signature]
January 29, 1997

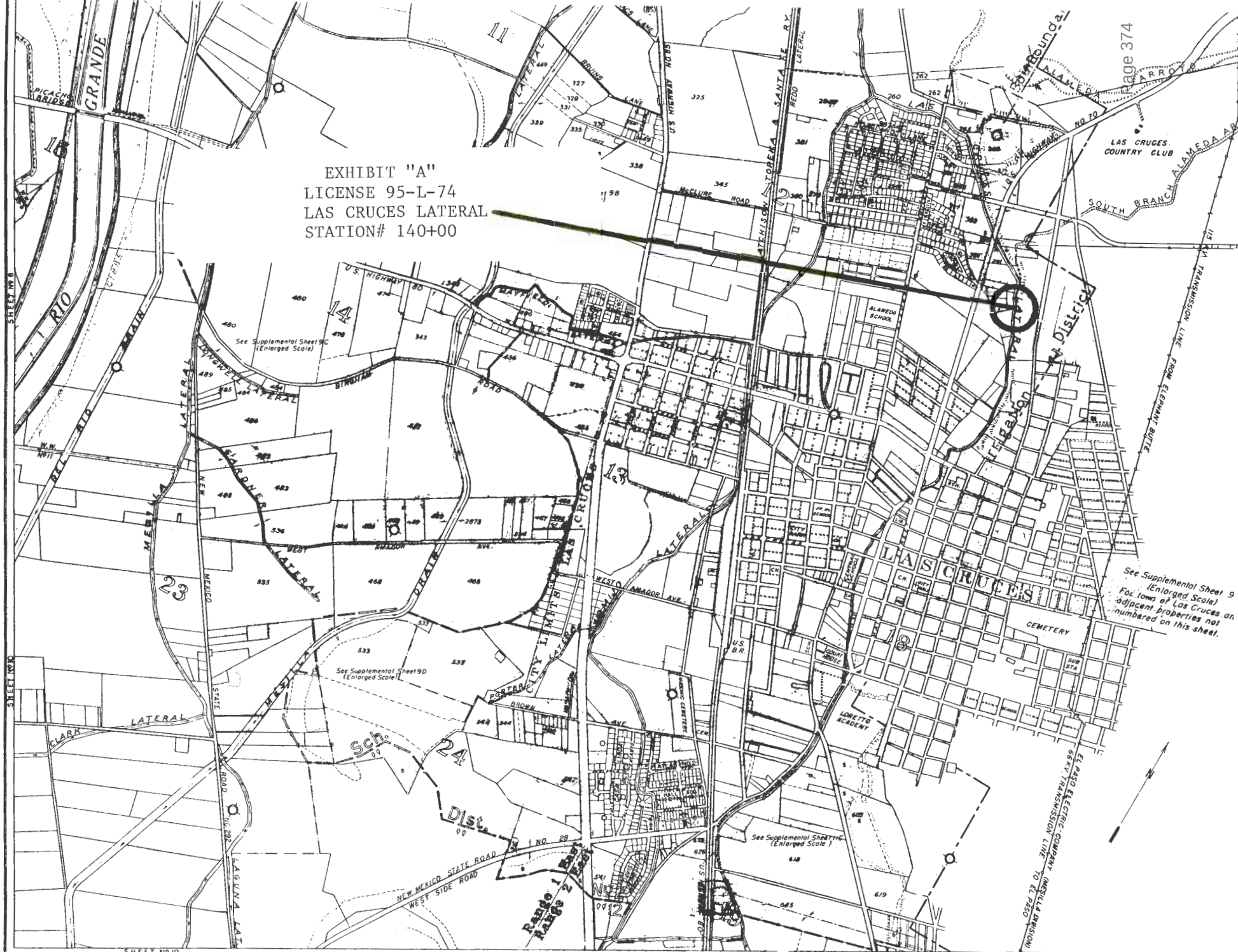
Approved by: (Name and date)

Engineering

Operations

Maintenance

EXHIBIT "A"
 LICENSE 95-L-74
 LAS CRUCES LATERAL
 STATION# 140+00



EXPLANATION Canals Levees Roads Community Private Ditches Limits of Irrigable Various	AUTHORITIES Compiled from Topographic and Location Surveys by the Bureau of Reclamation. Property lines are from the best information available (Private Surveys, Deeds, Notes, Etc.) but with no assurance that they are either authentic or valid.	SCALE 0 500 1000 1500 2000 T 23 S. R 18 E.	PROPERTY NUMBERS Project Serial No. of a Property is the Sheet No. followed by Tract No. thus, 9.91, 9 being the No. of this sheet, 91 being the Tract No. on this sheet, Dona Ana Co. Plat No. 341.	BUREAU OF RECLAMATION-RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT	MESILLA VALLEY SHEET LAS CRUCES
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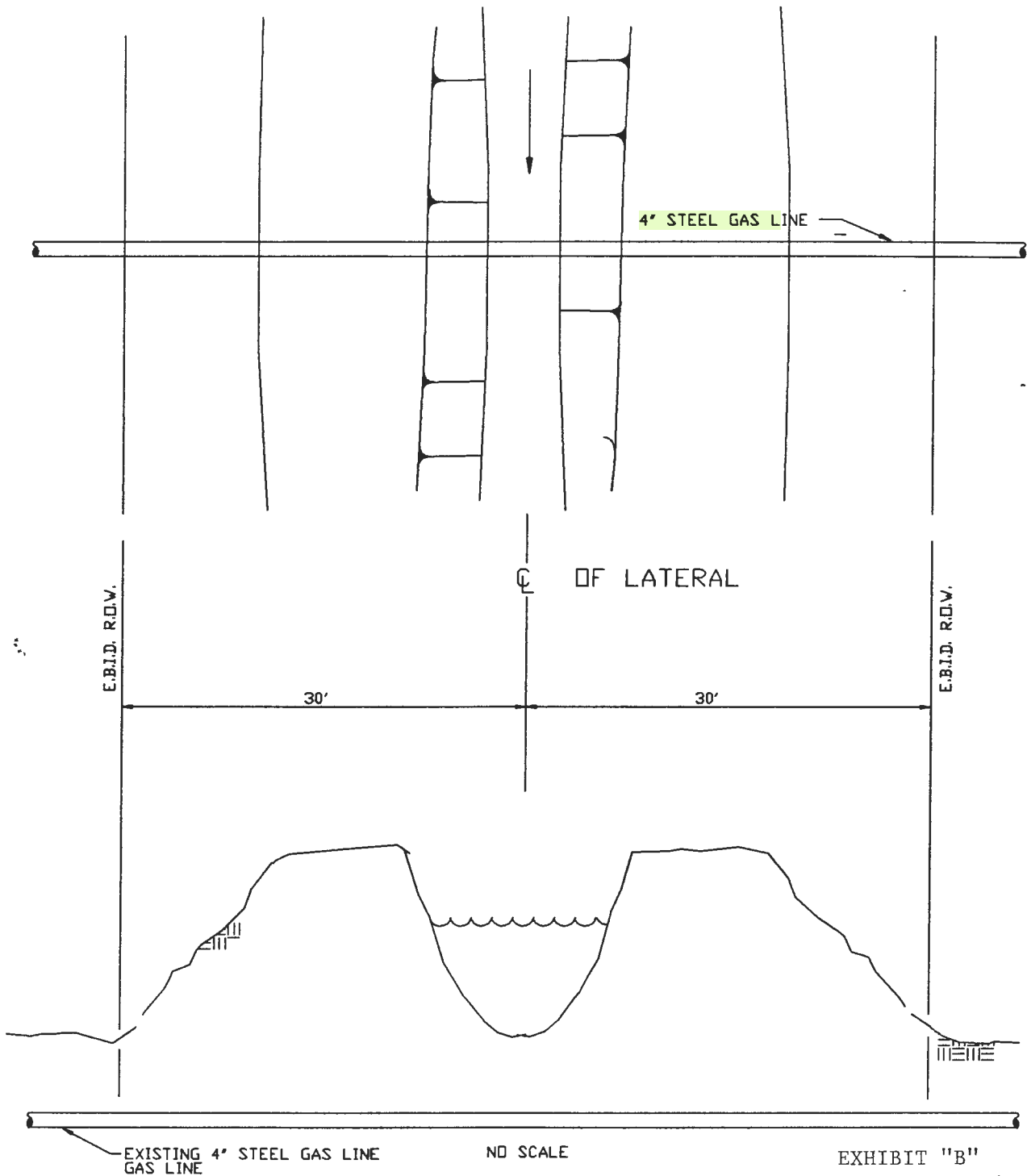
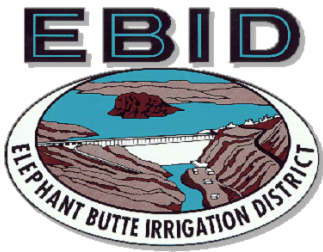


EXHIBIT "B"
LICENSE 95-L-74

THIS IS AN EXISTING GAS LINE
NO WORK SHALL BE DONE

CITY OF LAS CRUCES
NATURAL GAS SYSTEM
UTILITIES ENGINEERING DEPARTMENT

LAS CRUCES LATERAL
E.B.I.D. STATION 140+00
EBID R.O.W. 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: 2026-151

License Number: 2026-L-117

Exhibits Attached: "A" AND "B"

(Place License Number on all exhibits)

Term:

From: AUGUST 12, 2026

To: AUGUST 12, 2036

Month Day Year

Licensee (Name and address)

CITY OF LAS CRUCES / UTILITIES DEPT.

680 N. MOTEL BLVD

LAS CRUCES, NM 88009

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

TO OPERATE AND MAINTAIN AN EXISTING BRIDGE CROSSING THE MESILLA LATERAL AT APPROXIMATE STATION 176+93 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

LOCATED IN THE NW¹/₄ OF SE¹/₄ OF THE NW¹/₄ OF SECTION 23, TOWNSHIP 23 SOUTH, RANGE 1 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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

- LICENSE RENEWAL: X-REFERENCE 1995-354 / 1995-L-085
- 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

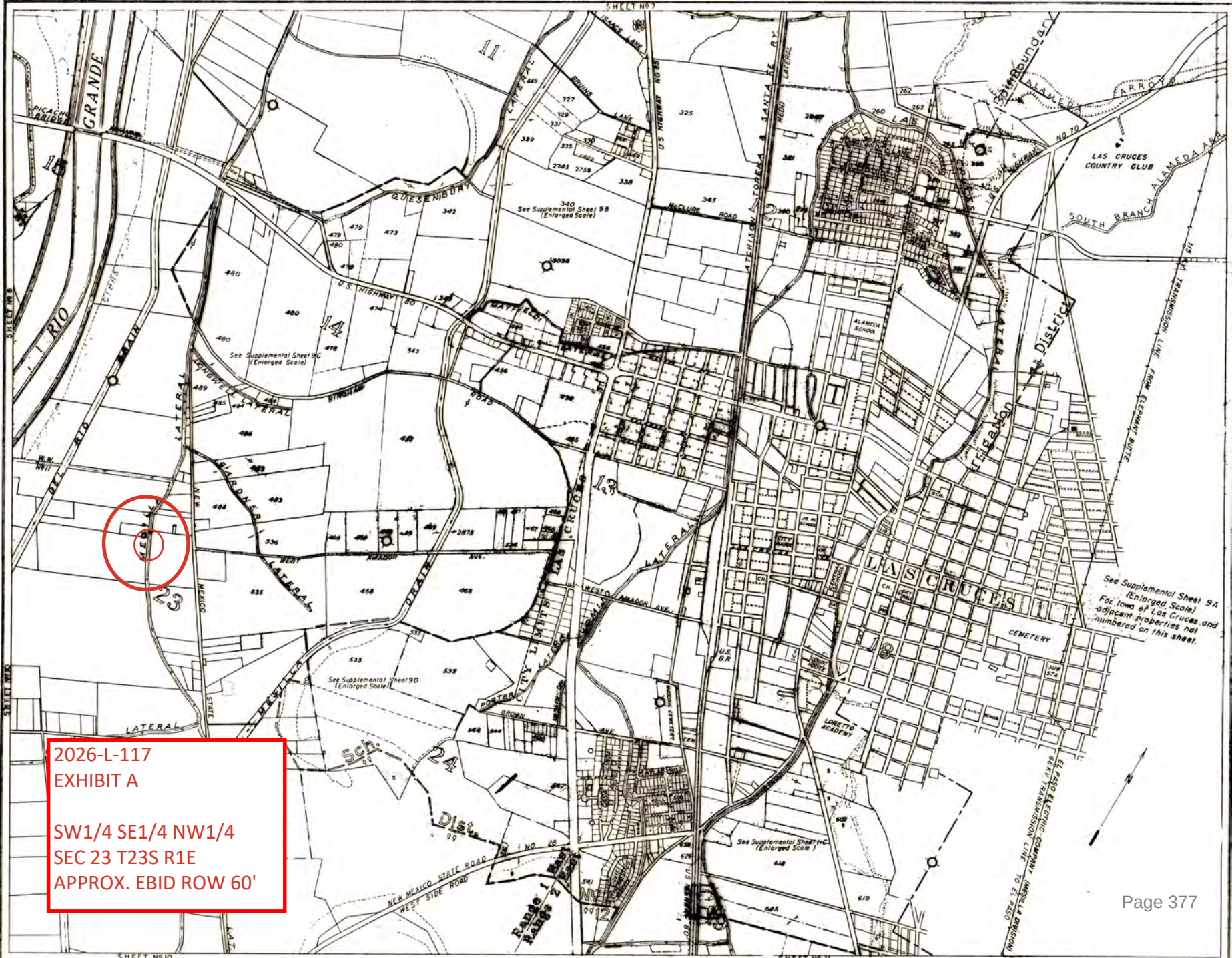
****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: AUGUST 12, 2026

Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer



2026-L-117
EXHIBIT A

SW1/4 SE1/4 NW1/4
SEC 23 T23S R1E
APPROX. EBID ROW 60'



2026-L-117
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING BRIDGE CROSSING THE MESILLA LATERAL AT APPROXIMATE STATION 176+93
EBID ROW 60'

0 50 100 200 300 US Feet





Elephant Butte Irrigation District

P.O. Drawer A
530 S. Melendres
Las Cruces, NM 88004

RIGHT OF USE PERMIT

☒ Special Use

☐ Limited Use

Permittee (Name and address)

CITY OF LAS CRUCES
P.O. DRAWER CLC
LAS CRUCES, NEW MEXICO 88004

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

TO RECONSTRUCT, OPERATE AND MAINTAIN AN EXISTING BRIDGE CROSSING THE MESILLA LATERAL AT APPROXIMATE STATION 176+93 AS SHOWN IN EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

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

LOCATED NW 1/4 OF SE 1/4 OF NW 1/4 OF SECTION 23, TOWNSHIP 23 SOUTH, RANGE 1 EAST, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN BOOK 58, PAGE 310, DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Special Conditions

(If this permit is issued across United States easement land, the permittee will secure appropriate easement interests from the surface owner of the land by properly executed conveyance documents and furnish the issuing officer with copies of the same.)

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

Sign names as written in body of permit, for copartnership, permittees should sign as "members of firm", for corporation, the officer authorized to execute contracts, etc. should sign, with title, the sufficiency of such signature being attested by the Secretary, with corporate seal, in lieu of witnesses.

ASSIGN/MANAGING AGENCY

AGENCY ELEPHANT BUTTE
SIGNATURE [Signature]
TITLE TREASURER-MANAGER
ATTEST [Signature]
DATE 12-19-95

PERMITTEE

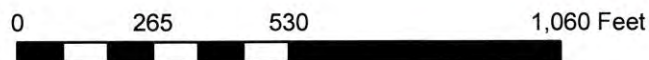
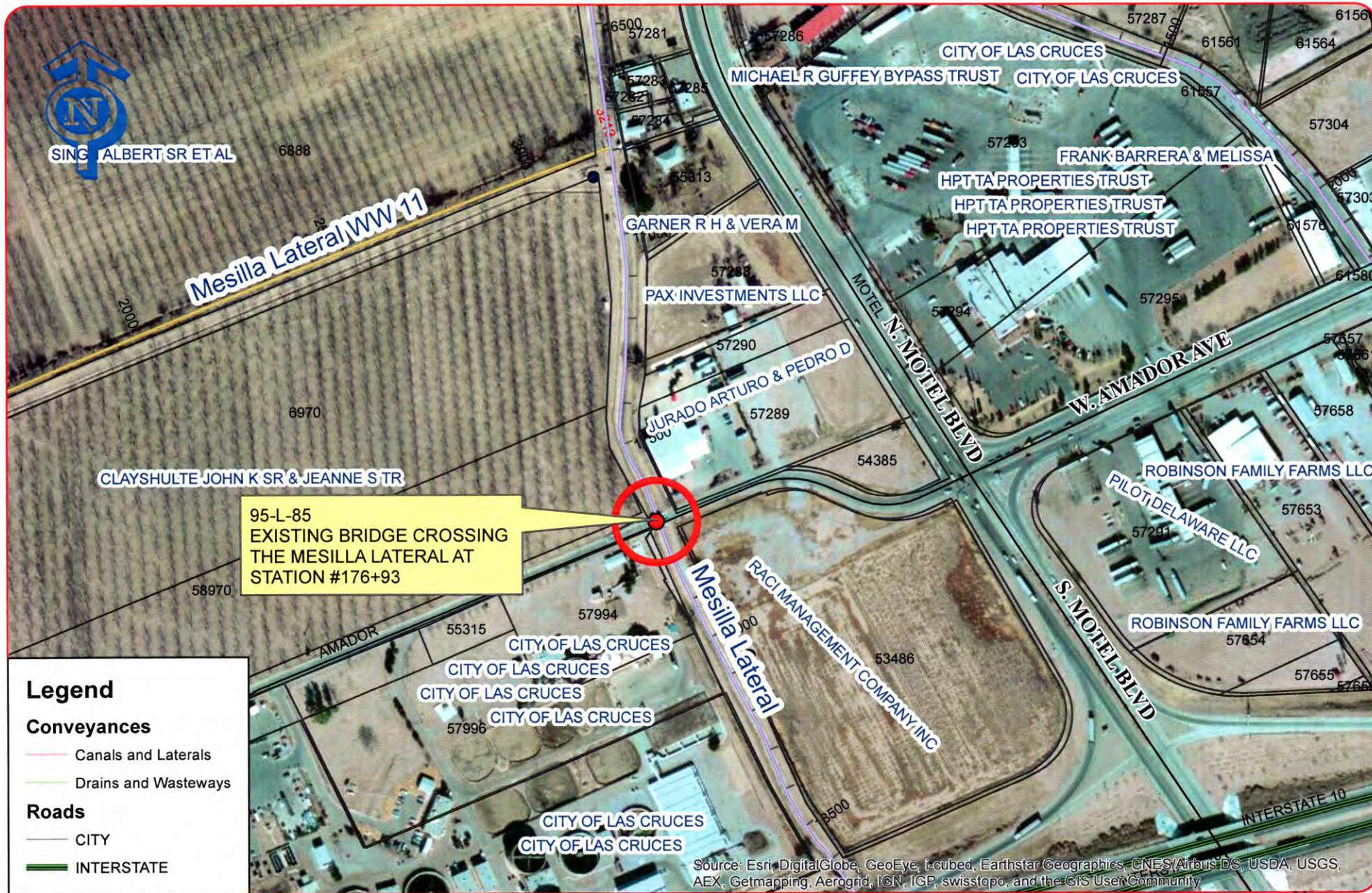
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TITLE acting Dir. of Utilities
SIGNATURE [Signature]
ATTEST ANDREW STAGES
DATE 12-28-95

Approved by: (Name and date)

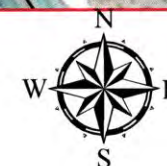
Engineering

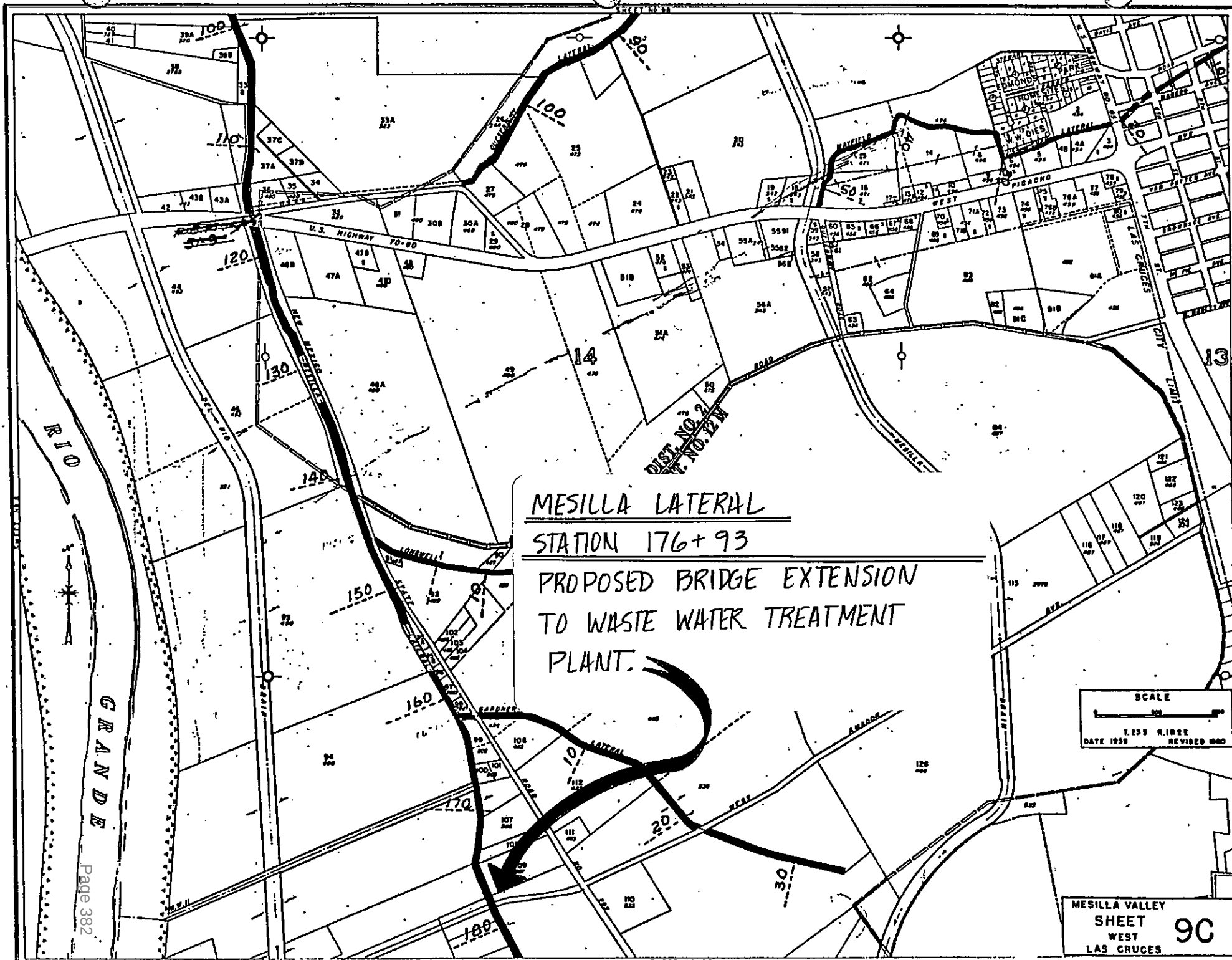
Operations

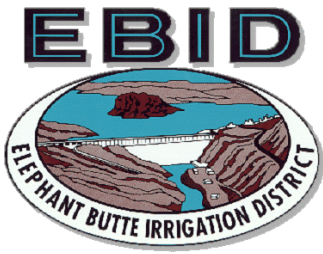
Maintenance



**95-L-85
EXISTING BRIDGE CROSSING
THE MESILLA LATERAL AT
STATION #176+93**







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: 2026-152

License Number: 2026-L-118

Exhibits Attached: "A" AND "B"

(Place License Number on all exhibits)

Term:

From: AUGUST 12, 2026

To: AUGUST 12, 2036

Month Day Year

Licensee (Name and address)

CITY OF LAS CRUCES / UTILITIES DEPT.

680 N. MOTEL BLVD

LAS CRUCES, NM 88009

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

TO OPERATE AND MAINTAIN BURIED 42" FORCE MAIN SEWER PIPE CROSSING THE MESILLA LATERAL AT APPROXIMATE STATION 177+03 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

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

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

- LICENSE RENEWAL: X-REFERENCE 1996-094 / 1996-L-026
- NO CONSTRUCTION ALLOWED DURING IRRIGATION SEASON
- SEE ATTACHED DRAWING "D" FOR EBID UTILITY CONSTRUCTION DETAILS

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

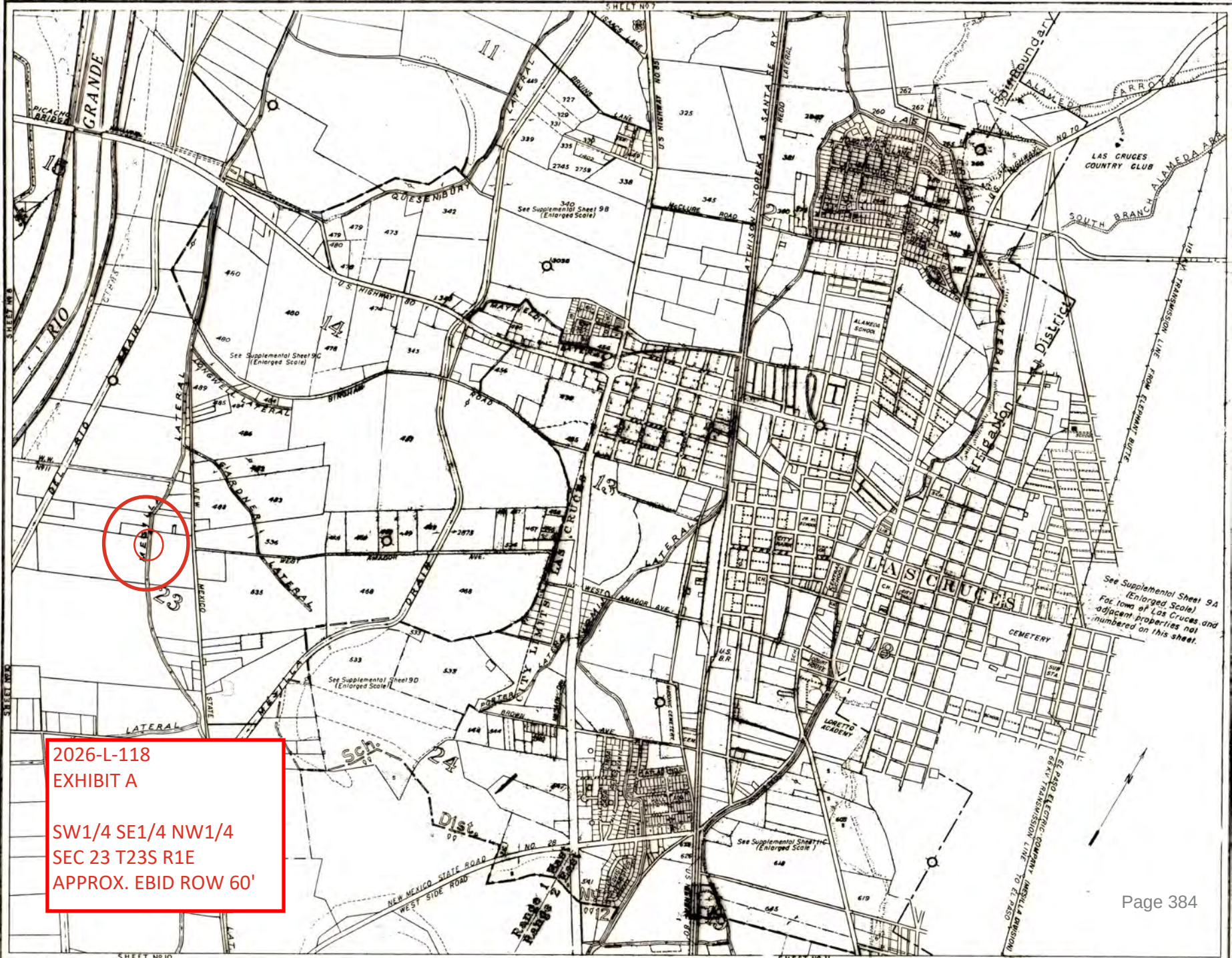
****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: AUGUST 12, 2026

Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer



2026-L-118
EXHIBIT A

SW1/4 SE1/4 NW1/4
SEC 23 T23S R1E
APPROX. EBID ROW 60'



2026-L-118
EXHIBIT B

TO OPERATE AND MAINTAIN BURIED 42" FORCE MAIN SEWER PIPE CROSSING
THE MESILLA LATERAL AT APPROXIMATE STATION 177+03
APPROX. EBID ROW 60'

0 50 100 200 300 US Feet





Elephant Butte Irrigation District
P.O. Drawer A
530 S. Melendres
Las Cruces, NM 88004

RIGHT OF USE PERMIT

☒ Special Use

☐ Limited Use

Permittee (Name and address)

CITY OF LAS CRUCES
P.O. DRAWER CLC
LAS CRUCES, NEW MEXICO 88004

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

TO CONSTRUCT, OPERATE AND MAINTAIN 2 24" FORCE MAIN WASTE WATER TREATMENT PIPES AND 6 6" ELECTRIC DONDUIT PIPES BURIED AND CROSSING THE MESILLA LATERAL AT APPROXIMATE STATION 168+85, AS SHOWN IN EXHIBIT "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 NW 1/4 OF SE 1/4 OF NW 1/4 OF SECTION 23, TOWNSHIP 23 SOUTH, RANGE 1 EAST, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN BOOK 58, PAGE 310, DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Special Conditions

(If this permit is issued across United States easement land, the permittee will secure appropriate easement interests from the surface owner of the land by properly executed conveyance documents and furnish the issuing officer with copies of the same.)

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

Sign names as written in body of permit, for copartnership, permittees should sign as "members of firm", for corporation, the officer authorized to execute contracts, etc. should sign, with title, the sufficiency of such signature being attested by the Secretary, with corporate seal, in lieu of witnesses.

ASSIGN/MANAGING AGENCY

AGENCY ELEPHANT BUTTE
SIGNATURE TREASURER-MANAGER
TITLE Treasurer
ATTEST Janey M. [Signature]
DATE 4-24-96

PERMITTEE

CITY OF LAS CRUCES—UTILITIES DIV.

SIGNATURE [Signature]
TITLE Acting Utilities Director
SIGNATURE [Signature]
ATTEST Kathy [Signature]
DATE 4/30/96

Approved by: (Name and date)

Engineering

Operations

Maintenance

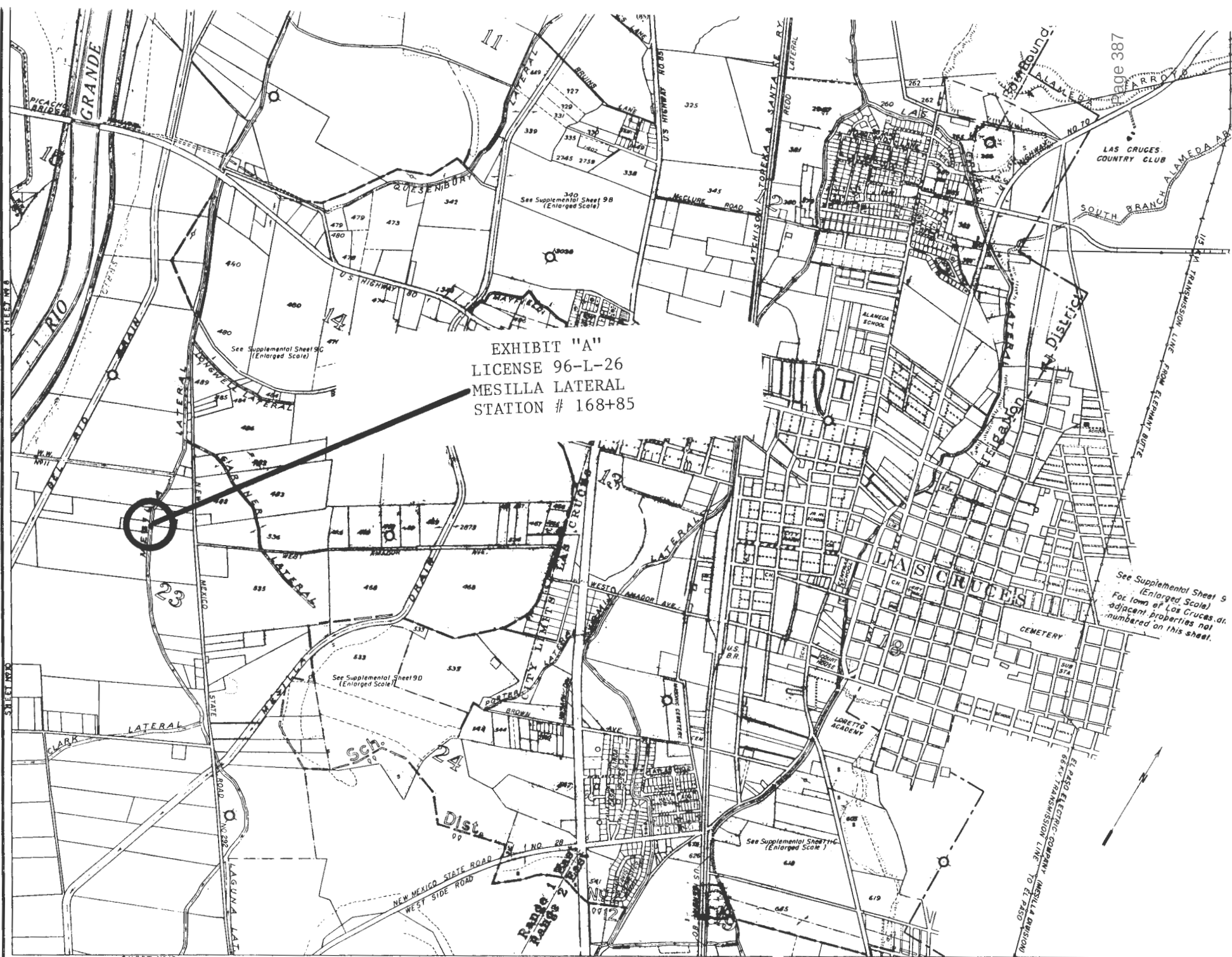
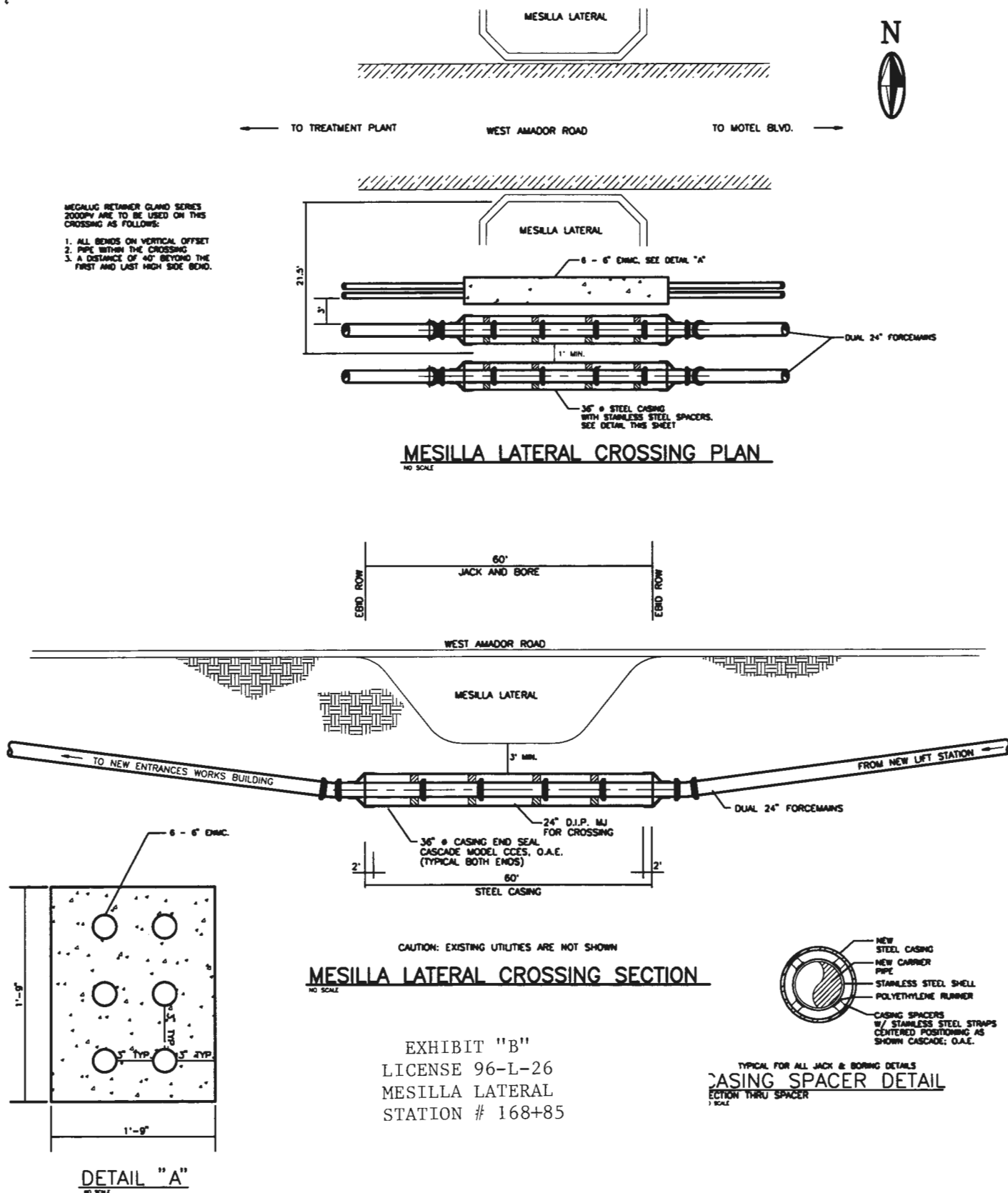


EXHIBIT "A"
 LICENSE 96-L-26
 MESILLA LATERAL
 STATION # 168+85

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

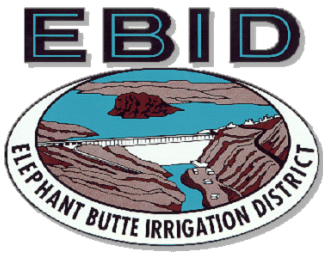
See Supplemental Sheet 11
 (Enlarged Scale)

EXPLANATION Canals ———— Suspended Areas ———— Various ———— Levees ———— Roads ———— High Land ———— Irrigable ———— Drains ———— Community ———— Private Ditches ———— Irrigable ————	AUTHORITIES Compiled from Topographic and Location Surveys by the Bureau of Reclamation. Property lines are from the best information available. Private Surveys, Deeds, Notes, Etc., but with no assurance that they are correct.	SCALE 0 500 1000 1500 2000 T. 23 S. R. 18 E.	PROPERTY NUMBERS Project Serial No. of a Property is the Sheet No. followed by Tract No. thus, 9.91, 9 being the No. of this sheet, 91 being the Tract No. on this sheet. Dona Ana Co. Plat No. 541.	BUREAU OF RECLAMATION—RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT	MESILLA VALLEY SHEET LAS CRUCES
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LAS CRUCES WASTEWATER TREATMENT - 1996 24" DUAL FORCEMAINS CROSSING MESILLA LATERAL

Page 388



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: 2026-153

License Number: 2026-L-119

Exhibits Attached: "A" AND "B"

(Place License Number on all exhibits)

Term:

From: AUGUST 12, 2026

To: AUGUST 12, 2036

Month Day Year

Licensee (Name and address)

CITY OF LAS CRUCES / UTILITIES DEPT.

680 N. MOTEL BLVD

LAS CRUCES, NM 88009

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

TO OPERATE AND MAINTAIN BURIED 6" ELECTRICAL CONDUIT PIPES CROSSING THE MESILLA LATERAL AT APPROXIMATE STATION 177+03 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

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

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

- LICENSE RENEWAL: X-REFERENCE 1996-094 / 1996-L-026
- NO CONSTRUCTION ALLOWED DURING IRRIGATION SEASON
- SEE ATTACHED DRAWING "D" FOR EBID UTILITY CONSTRUCTION DETAILS

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

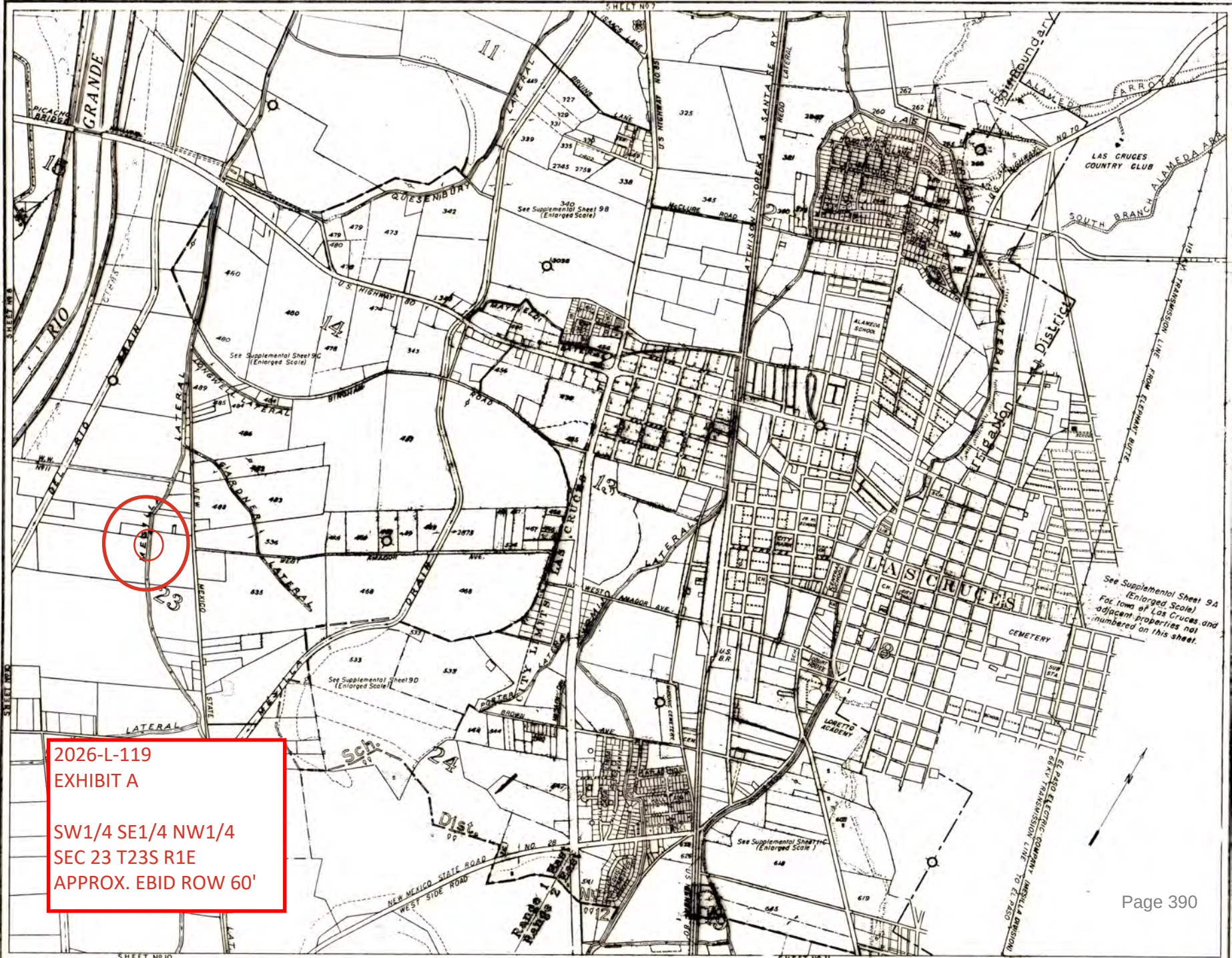
****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: AUGUST 12, 2026

Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer



2026-L-119
EXHIBIT A

SW1/4 SE1/4 NW1/4
SEC 23 T23S R1E
APPROX. EBID ROW 60'

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



2026-L-119
EXHIBIT B

TO OPERATE AND MAINTAIN BURIED 6" ELECTRICAL CONDUIT PIPES CROSSING
THE MESILLA LATERAL AT APPROXIMATE STATION 177+03
APPROX. EBID ROW 60'

0 50 100 200 300 US Feet





Elephant Butte Irrigation District
P.O. Drawer A
530 S. Melendres
Las Cruces, NM 88004

RIGHT OF USE PERMIT

☒ Special Use

☐ Limited Use

Permittee (Name and address)

CITY OF LAS CRUCES
P.O. DRAWER CLC
LAS CRUCES, NEW MEXICO 88004

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

TO CONSTRUCT, OPERATE AND MAINTAIN 2 24" FORCE MAIN WASTE WATER TREATMENT PIPES AND 6 6" ELECTRIC DONDUIT PIPES BURIED AND CROSSING THE MESILLA LATERAL AT APPROXIMATE STATION 168+85, AS SHOWN IN EXHIBIT "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 NW 1/4 OF SE 1/4 OF NW 1/4 OF SECTION 23, TOWNSHIP 23 SOUTH, RANGE 1 EAST, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN BOOK 58, PAGE 310, DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Special Conditions

(If this permit is issued across United States easement land, the permittee will secure appropriate easement interests from the surface owner of the land by properly executed conveyance documents and furnish the issuing officer with copies of the same.)

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

Sign names as written in body of permit, for copartnership, permittees should sign as "members of firm", for corporation, the officer authorized to execute contracts, etc. should sign, with title, the sufficiency of such signature being attested by the Secretary, with corporate seal, in lieu of witnesses.

ASSIGN/MANAGING AGENCY

AGENCY ELEPHANT BUTTE
SIGNATURE TREASURER-MANAGER
TITLE
ATTEST Janece M. [Signature]
DATE 4-24-96

PERMITTEE

CITY OF LAS CRUCES—UTILITIES DIV.

SIGNATURE
TITLE Acting Utilities Director
SIGNATURE [Signature]
ATTEST Kathy [Signature]
DATE 4/30/96

Approved by: (Name and date)

Engineering

Operations

Maintenance

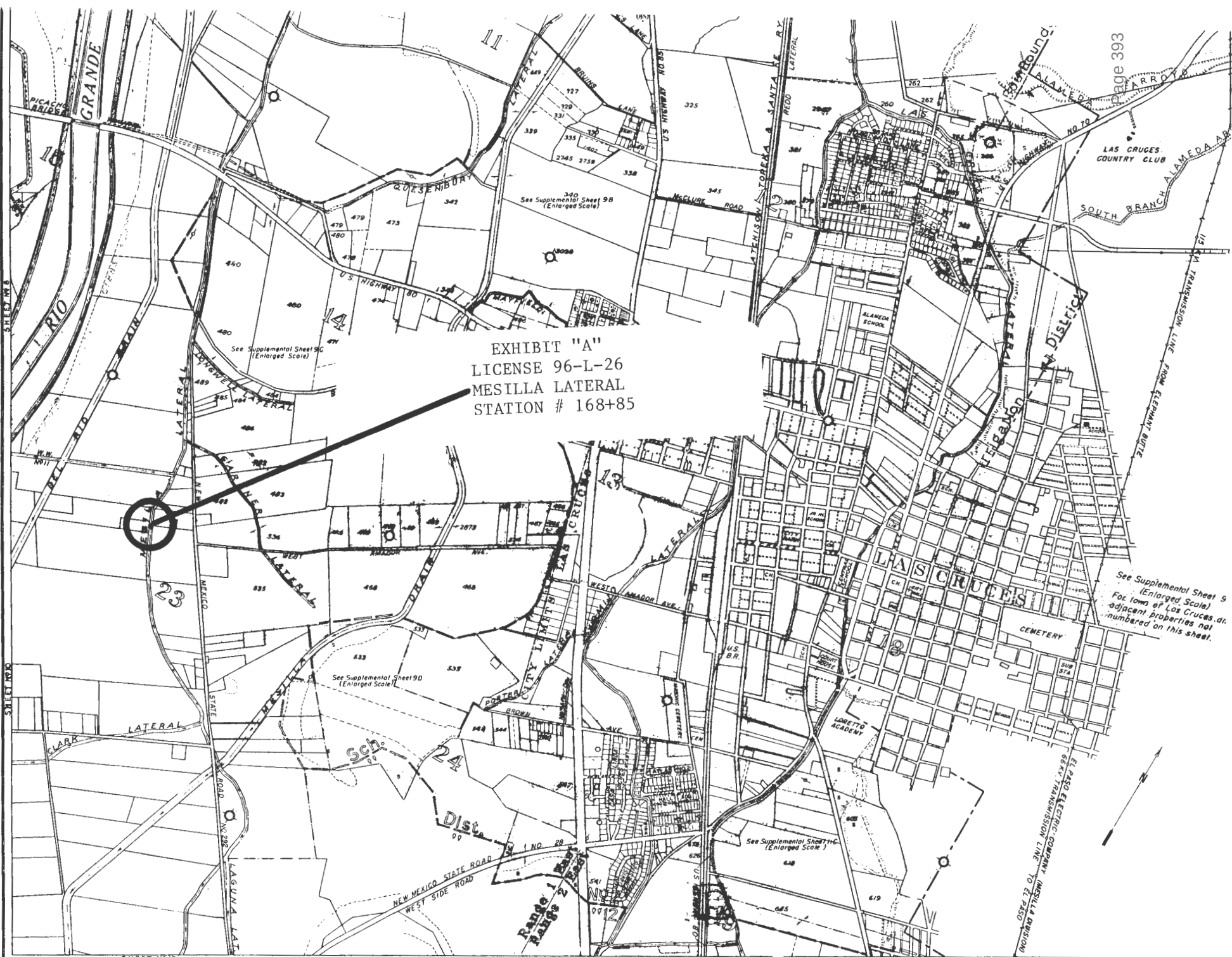


EXHIBIT "A"
 LICENSE 96-L-26
 MESILLA LATERAL
 STATION # 168+85

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

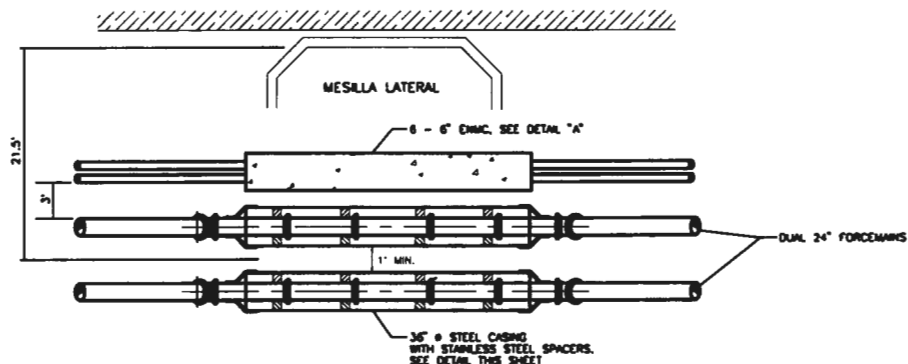
EXPLANATION Canals ———— Suspended Areas ———— Various ———— Levees ———— Roads ———— High Land ———— Irrigable ———— Drains ———— Community ———— Private ———— Limits of Irrigable ————	AUTHORITIES Compiled from Topographic and Location Surveys by the Bureau of Reclamation. Property lines are from the best information available. Private Surveys, Deeds, Notes, Etc., but with no assurance that they are correct.	SCALE 0 500 1000 1500 2000 T. 23 S. R. 18 E.	PROPERTY NUMBERS Project Serial No. of a Property is the Sheet No. followed by Tract No. thus, 9.91, 9 being the No. of this sheet, 91 being the Tract No. on this sheet. Dona Ana Co. Plat No. 541.	BUREAU OF RECLAMATION—RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT	MESILLA VALLEY SHEET LAS CRUCES
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← TO TREATMENT PLANT WEST AMADOR ROAD TO MOTEL BLVD. →

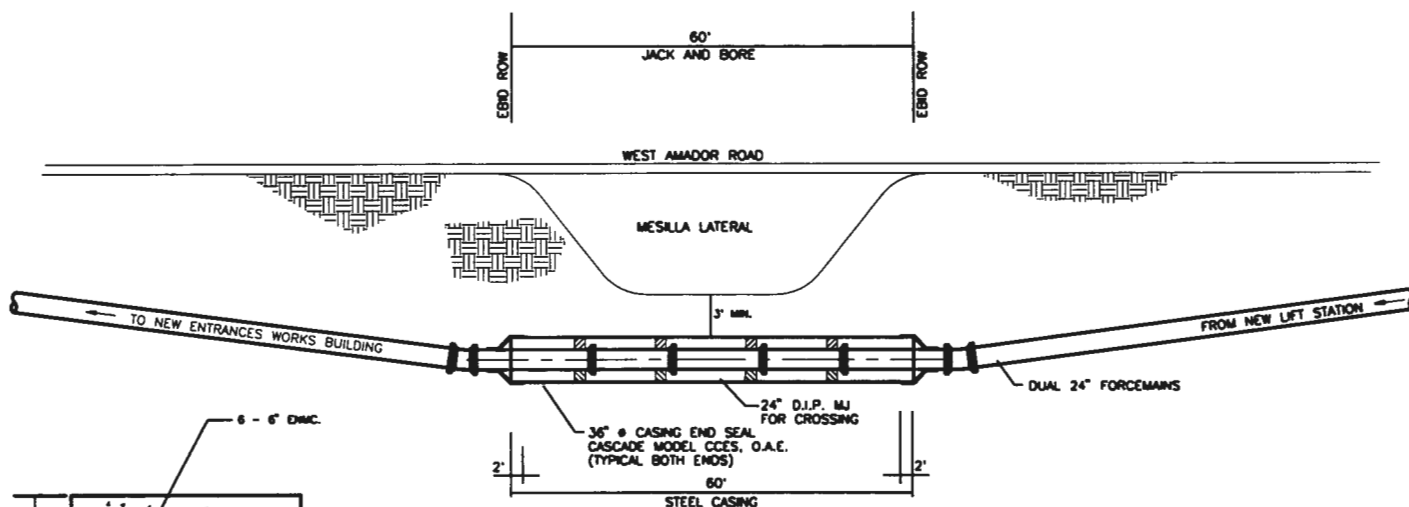
MEGALUG RETAINER GLAND SERIES 2000PV ARE TO BE USED ON THIS CROSSING AS FOLLOWS:

1. ALL BENDS ON VERTICAL OFFSET
2. PIPE WITHIN THE CROSSING
3. A DISTANCE OF 40' BEYOND THE FIRST AND LAST HIGH SIDE BEND.



MESILLA LATERAL CROSSING PLAN

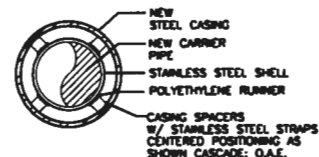
NO SCALE



MESILLA LATERAL CROSSING SECTION

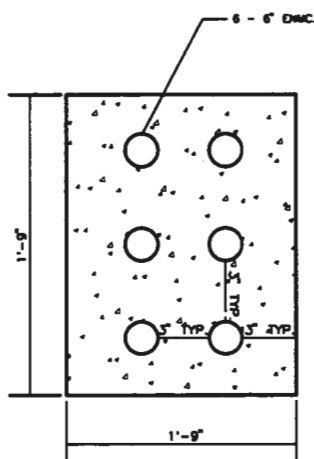
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CAUTION: EXISTING UTILITIES ARE NOT SHOWN



CASING SPACER DETAIL

SECTION THRU SPACER
1/2\"/>



DETAIL "A"

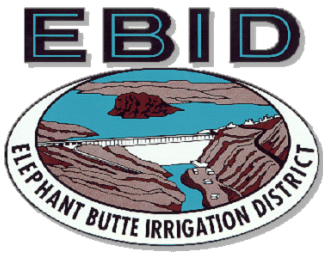
NO SCALE

EXHIBIT "B"
LICENSE 96-L-26
MESILLA LATERAL
STATION # 168+85

LAS CRUCES WASTEWATER TREATMENT - 1996 24" DUAL FORCEMAINS CROSSING MESILLA LATERAL

Page 394





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: 2026-154

License Number: 2026-L-120

Exhibits Attached: "A" AND "B"

(Place License Number on all exhibits)

Term:

From: AUGUST 12, 2026

To: AUGUST 12, 2036

Month Day Year

Licensee (Name and address)

CITY OF LAS CRUCES / UTILITIES DEPT.

680 N. MOTEL BLVD

LAS CRUCES, NM 88009

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

TO OPERATE AND MAINTAIN AN EXISTING BURIED 4" GAS LINE CROSSING THE MESILLA DRAIN AT APPROXIMATE STATION 417+22 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

LOCATED IN THE NW $\frac{1}{4}$ OF SE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 14, TOWNSHIP 23 SOUTH, RANGE 1 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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

- LICENSE RENEWAL: X-REFERENCE 1998-012 / 1998-L-005
- NO CONSTRUCTION ALLOWED DURING IRRIGATION SEASON
- SEE ATTACHED DRAWING "D" FOR EBID UTILITY CONSTRUCTION DETAILS

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 _____

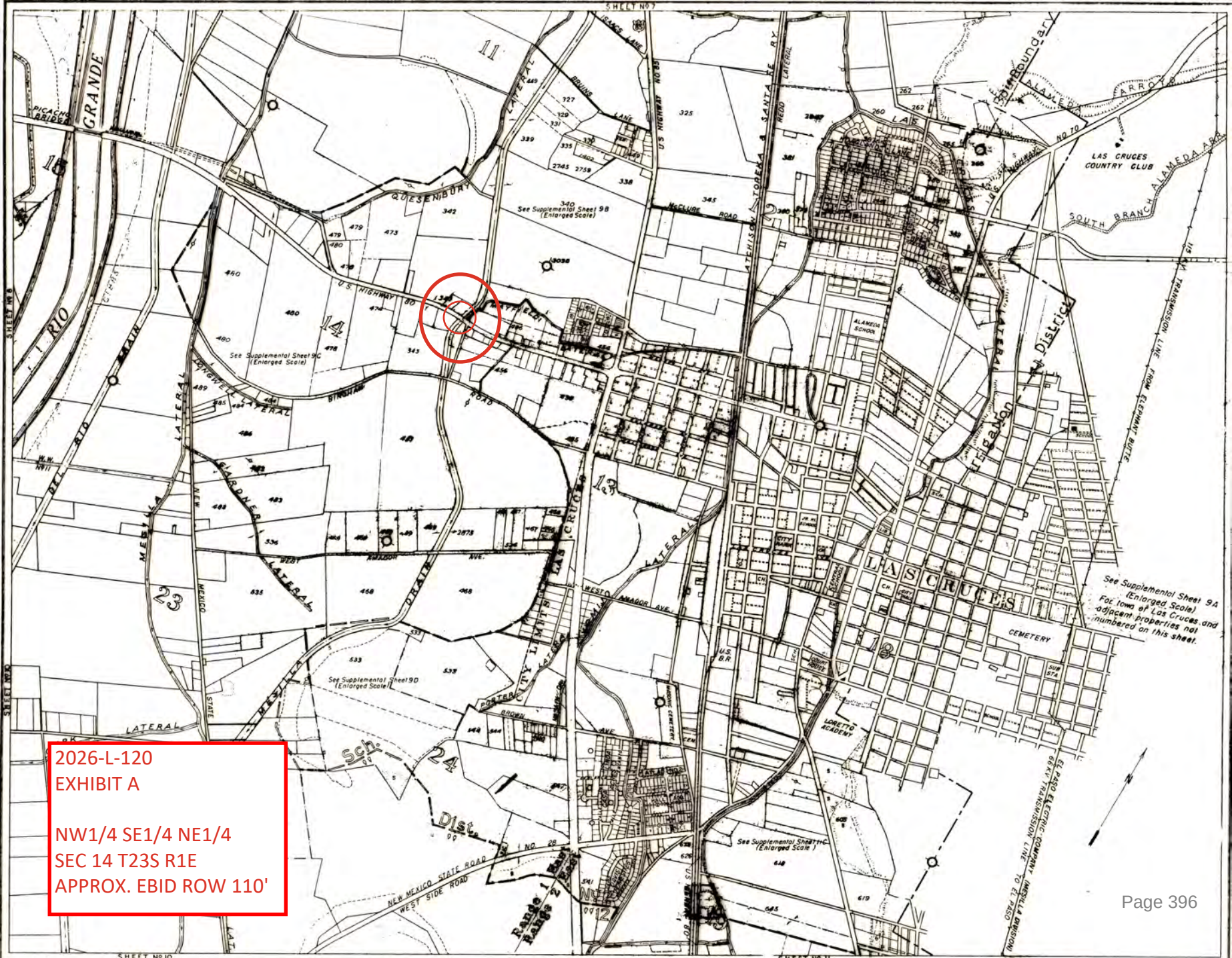
****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: AUGUST 12, 2026

Approved by EBID Board of Directors

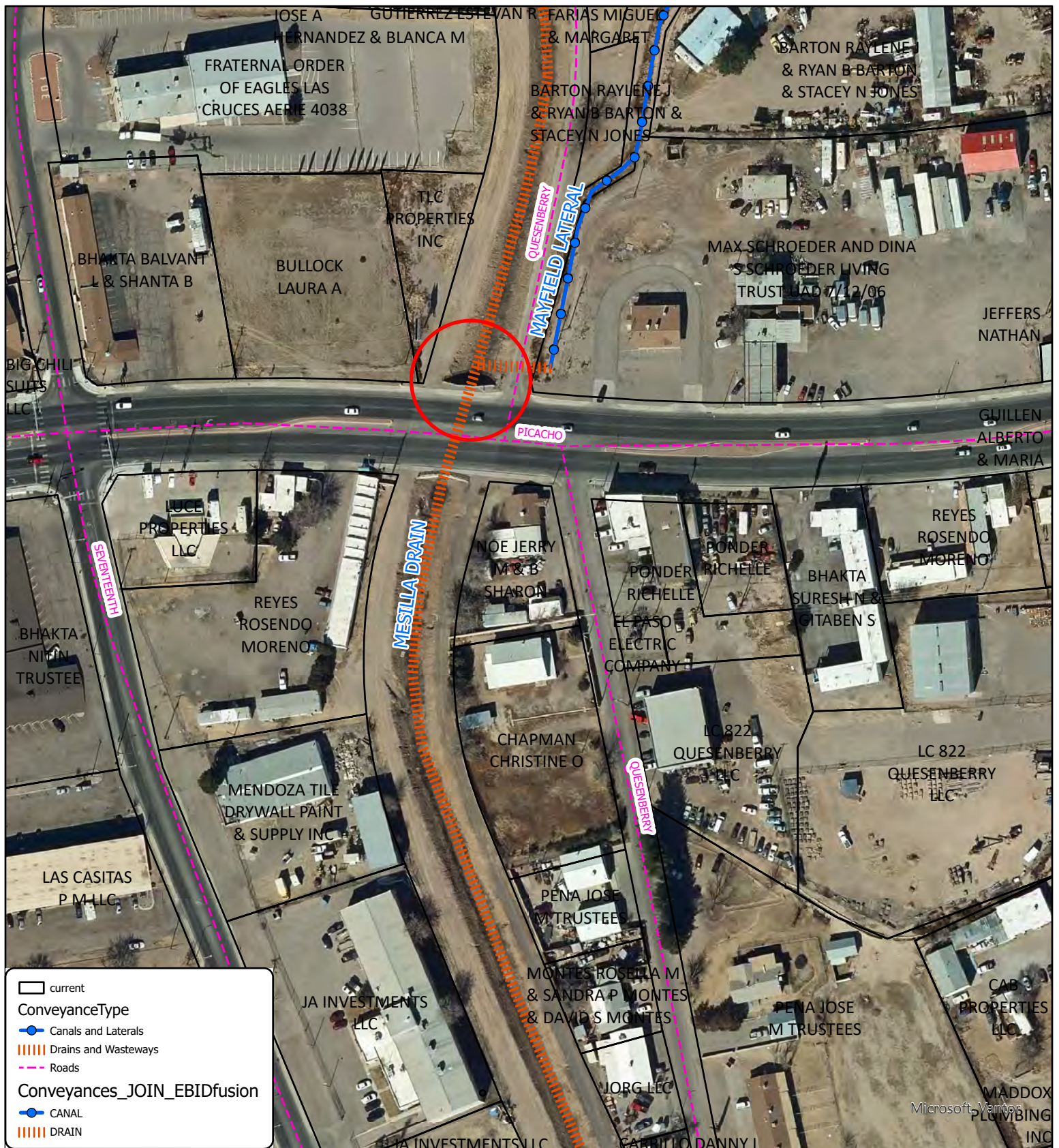
SIGNATURE/DATE: _____

Approved by EBID Engineer



2026-L-120
EXHIBIT A

NW1/4 SE1/4 NE1/4
SEC 14 T23S R1E
APPROX. EBID ROW 110'



2026-L-120
EXHIBIT B

TO OPERATE AND MAINTAIN A BURIED 4" GAS LINE CROSSING THE MESILLA DRAIN AT APPROXIMATE STATION 417+22
APPROX. EBID ROW 110'

0 50 100 200 300 US Feet





Elephant Butte Irrigation District

P.O. Drawer 1509
530 S. Melendres
Las Cruces, NM 88004

RIGHT OF USE PERMIT

☒ Special Use

☐ Limited Use

Permittee (Name and address)

CITY OF LAS CRUCES
P.O. BOX 20000
LAS CRUCES, NEW MEXICO 88004

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

TO CONSTRUCT, OPERATE AND MAINTAIN A BURIED GAS LINE CROSSING THE
MESILLA DRAIN AT APPROXIMATE STATION 417+22 AS SHOWN IN EXHIBIT
"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 NW $\frac{1}{4}$ OF SE $\frac{1}{4}$ OF NE $\frac{1}{4}$ OF SECTION 14, TOWNSHIP 23 SOUTH, RANGE
1 EAST, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN BOOK 85A, PAGE
15, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Special Conditions

(If this permit is issued across United States easement land, the permittee will secure appropriate easement interests from the surface owner of the land by properly executed conveyance documents and furnish the issuing officer with copies of the same.)

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

Sign names as written in body of permit, for copartnership, permittees should sign as "members of firm", for corporation, the officer authorized to execute contracts, etc. should sign, with title, the sufficiency of such signature being attested by the Secretary, with corporate seal, in lieu of witnesses.

ASSIGN/MANAGING AGENCY

AGENCY ELEPHANT BUTTE
SIGNATURE [Signature]
TITLE TREASURER-MANAGER
ATTEST _____
DATE _____

PERMITTEE

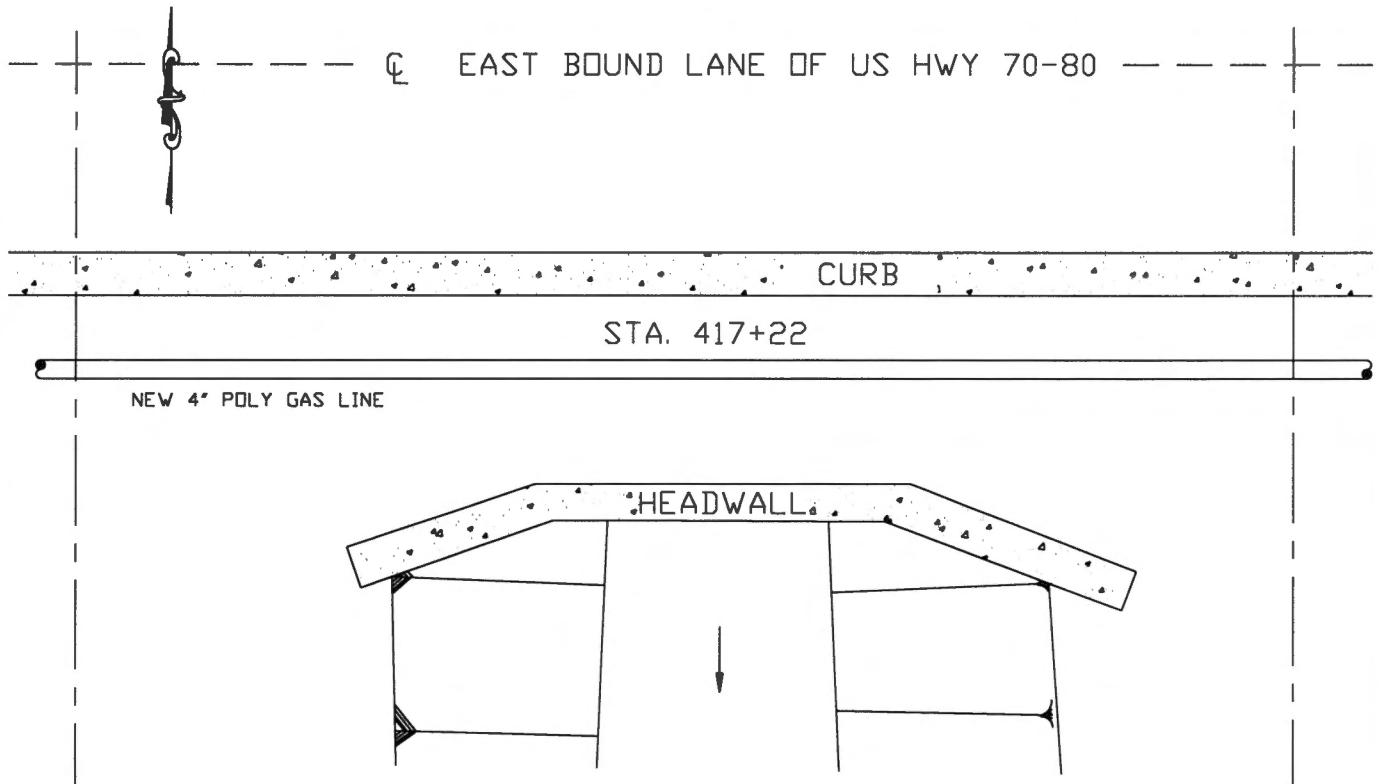
SIGNATURE [Signature]
TITLE DIRECTOR, Utilities Division
SIGNATURE [Signature]
ATTEST [Signature]
DATE Feb. 26, 1998

Approved by: (Name and date)

Engineering

Operations

Maintenance



OPEN CUT
COMPACT BACKFILL TO 90% OF MODIFIED PROCTOR

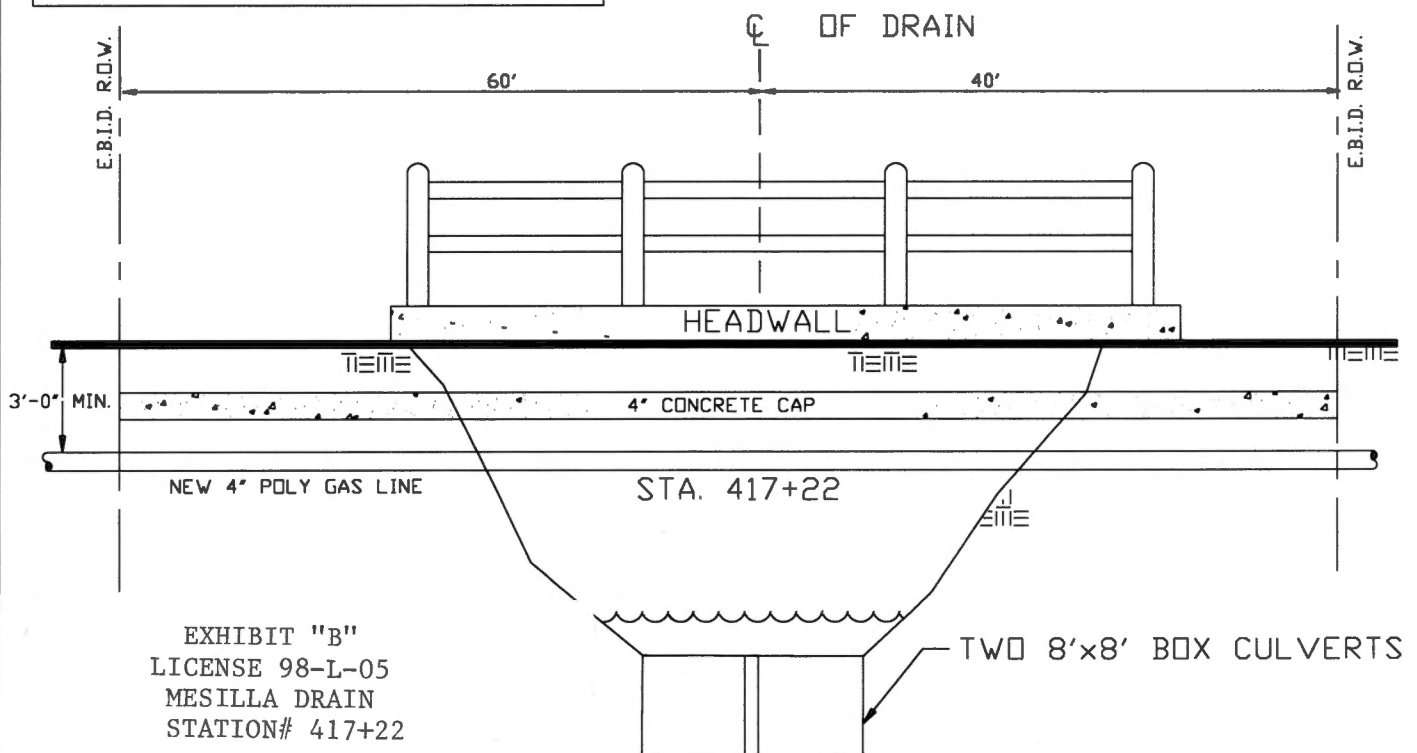
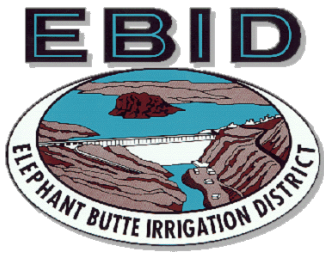


EXHIBIT "B"
LICENSE 98-L-05
MESILLA DRAIN
STATION# 417+22

TYPICAL GAS UTILITY CROSSING OVER DRAINS

NOT TO SCALE



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: 2026-155

License Number: 2026-L-121

Exhibits Attached: "A" AND "B"
(Place License Number on all exhibits)

Term

From: AUGUST 12, 2026

To: AUGUST 12, 2036

Month Day Year

Licensee (Name and address)

BLACK MESA PECAN FARM, LLC / DAVID SALOPEK

1985 SALOPEK ROAD

LAS CRUCES, NM 88005

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

TO OPERATE AND MAINTAIN AN EXISTING CULVERT CROSSING THE SANTO TOMAS LATERAL AT APPROXIMATE STATION 123+58 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

LOCATED IN THE SW $\frac{1}{4}$ OF NW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 29 TOWNSHIP 24 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.)

- **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

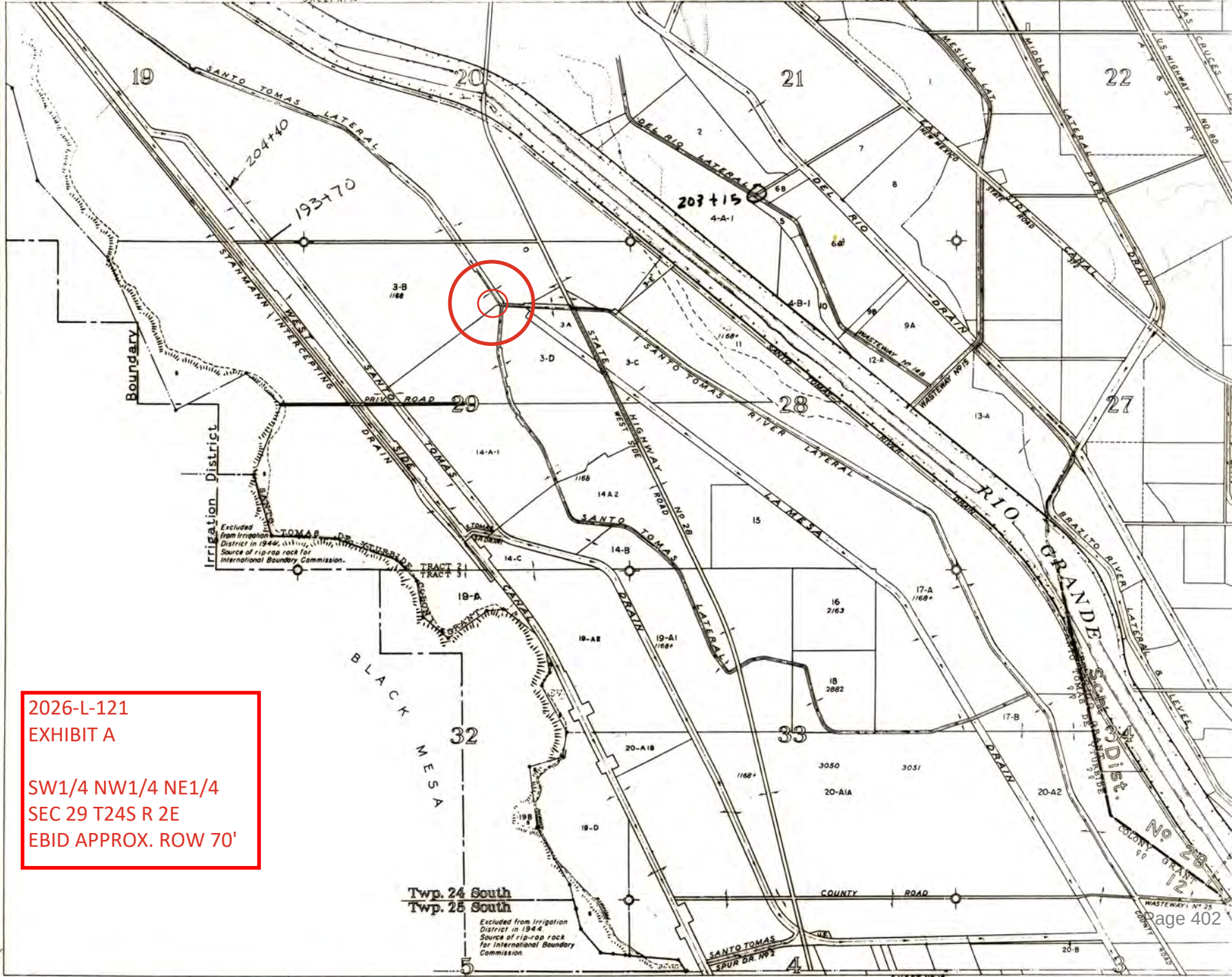
****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: AUGUST 12, 2026

Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer



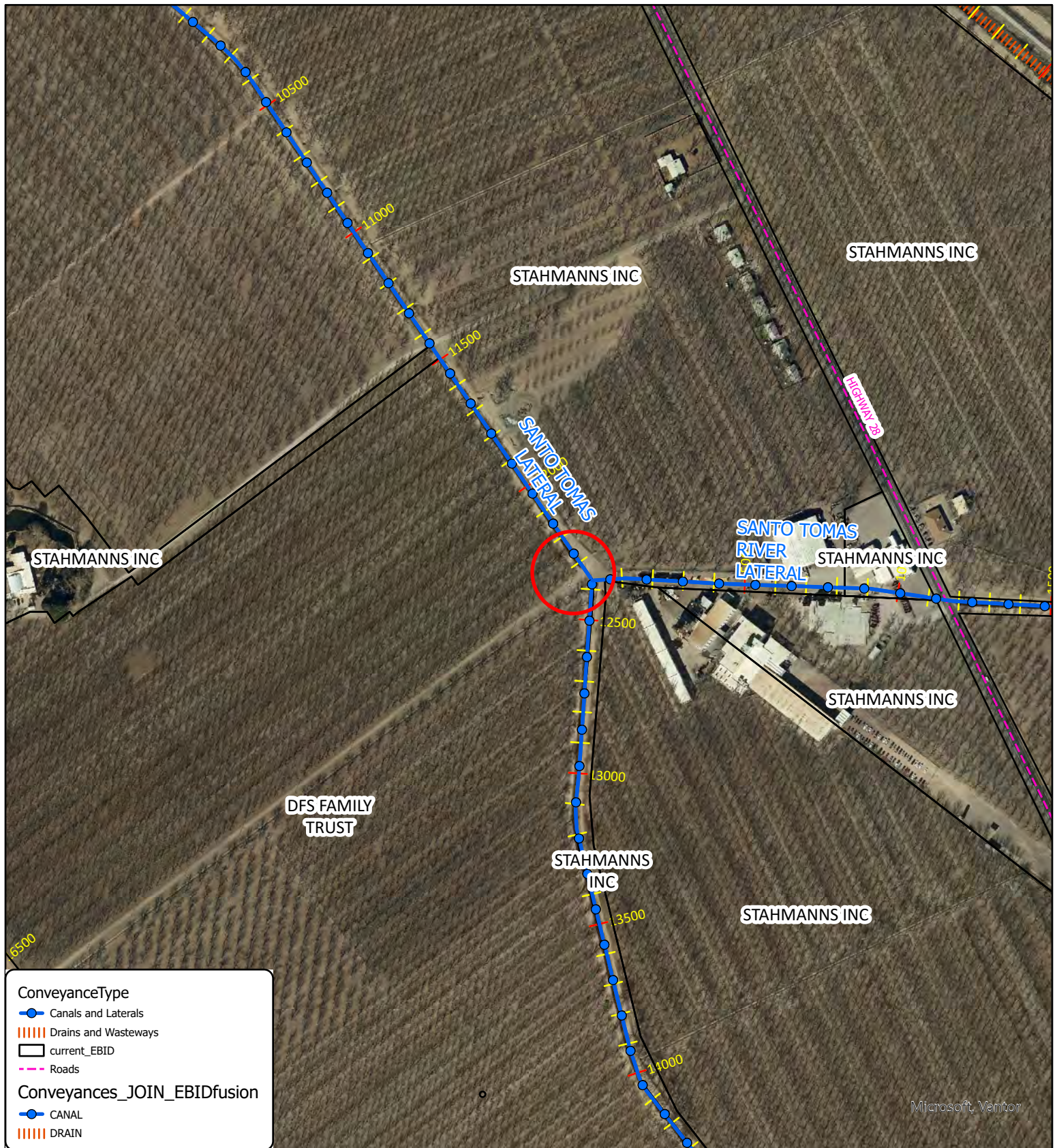
2026-L-121
EXHIBIT A

SW1/4 NW1/4 NE1/4
SEC 29 T24S R 2E
EBID APPROX. ROW 70'

Twp. 24 South
Twp. 25 South

Excluded from Irrigation District in 1944.
Source of rip-rope rock for International Boundary Commission.

EXPLANATION Canals Suspended Areas Various Classifications Levees Roads 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 (Private Surveyor, David W. Bates, Etc.) but with no assurance that they are either authentic or valid.	SCALE 0 500 1000 1500 2000 T. 24 & 25 S. R. 2 E DATE 1936 REVISED 1960	PROPERTY NUMBERS Project Serial No. of a Property is the Sheet No. followed by Tract No. thus, 1614, 16 being the No. of this sheet, 16 being the Tract No. on this sheet. Data Ana Co. Plat. No. 1168	BUREAU OF RECLAMATION-RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT	MESILLA VALLEY SHEET - 16 SANTO TOMAS
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2026-L-121
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING CULVERT CROSSING THE SANTO TOMAS LATERAL AT APPROXIMATE STATION 123+58
APPROX. EBID ROW 70'

Santo Tomas Lateral Crossing – STA 123+58

South end of crossing:

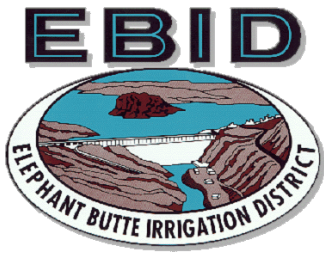


North end of crossing



Surface over crossing:





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: 2026-156

License Number: 2026-L-122

Exhibits Attached: "A" AND "B"
(Place License Number on all exhibits)

Term

From: AUGUST 12, 2026

To: AUGUST 12, 2036

Month Day Year

Licensee (Name and address)

BLACK MESA PECAN FARM, LLC / DAVID SALOPEK

1985 SALOPEK ROAD

LAS CRUCES, NM 88005

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

TO OPERATE AND MAINTAIN AN EXISTING CULVERT CROSSING THE SANTO TOMAS DRAIN AT APPROXIMATE STATION 164+00 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

LOCATED IN THE SE¹/₄ OF SW¹/₄ OF THE NW¹/₄ OF SECTION 29 TOWNSHIP 24 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.)

- **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

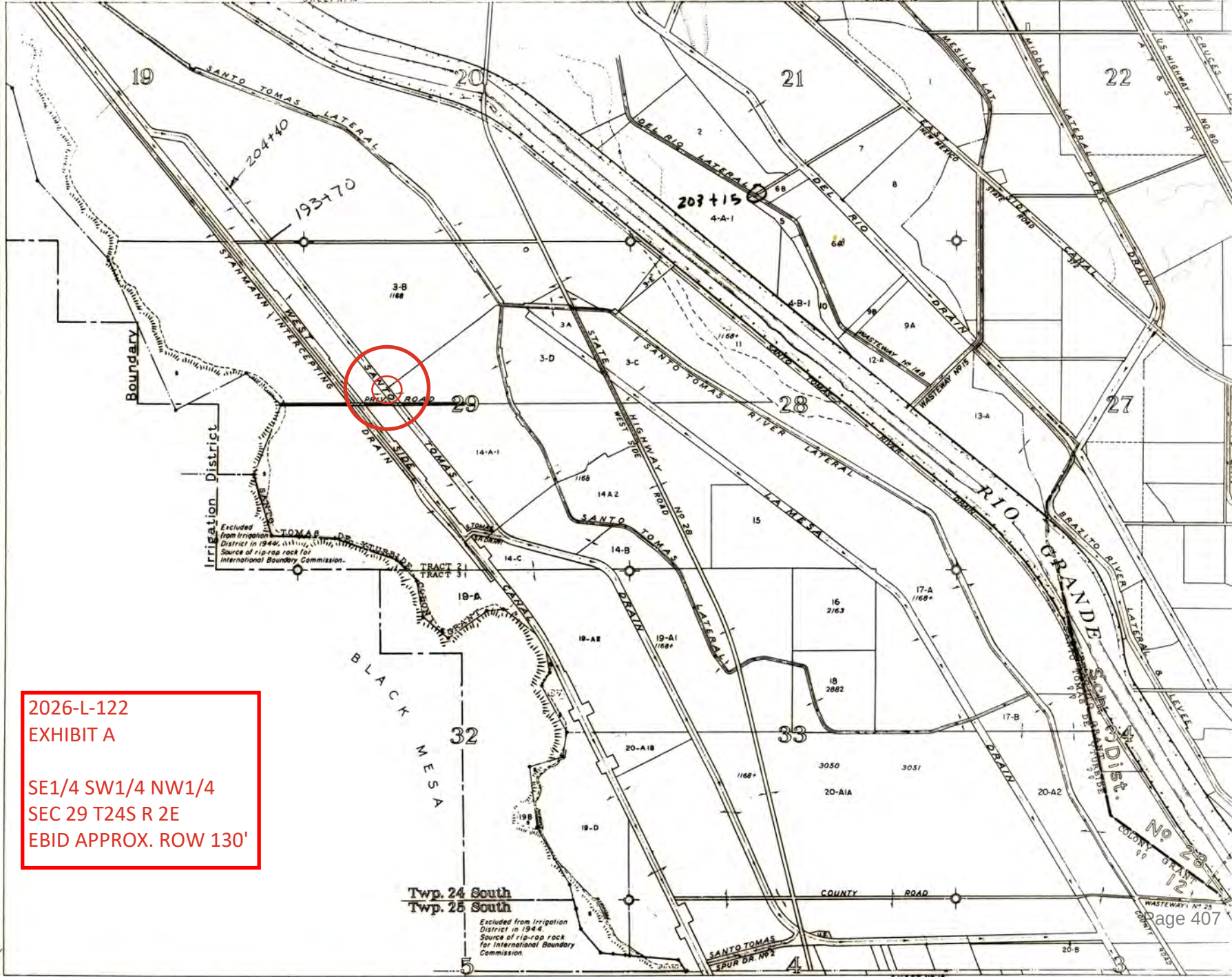
****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: AUGUST 12, 2026

Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer



2026-L-122
EXHIBIT A

SE1/4 SW1/4 NW1/4
SEC 29 T24S R 2E
EBID APPROX. ROW 130'

Twp. 24 South
Twp. 25 South

Excluded from Irrigation District in 1944.
Source of rip-rope rock for International Boundary Commission.

EXPLANATION Canals Suspended Areas Various Classifications Levees Roads 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 (Private Surveyor, David A. Bates, Etc.) but with no assurance that they are either authentic or valid.	SCALE 0 500 1000 1500 2000 T. 24 & 25 S. R. 2 E DATE 1936 REVISED 1960	PROPERTY NUMBERS Project Serial No. of a Property is the Sheet No. followed by Tract No. thus, 1614, 16 being the No. of this sheet, 16 being the Tract No. on this sheet. Data Ana Co. Plat. No. 1168	BUREAU OF RECLAMATION-RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT	MESILLA VALLEY SHEET - 16 SANTO TOMAS
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2026-L-122
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING CULVERT CROSSING THE SANTO TOMAS DRAIN AT APPROXIMATE STATION 164+00
APPROX. EBID ROW 130'

Santo Tomas Drain Crossing – STA 168+00

South end of crossing:

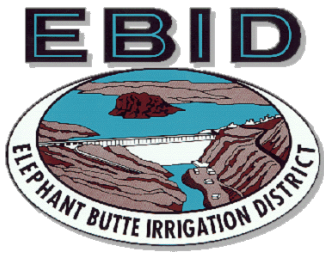


North end of crossing



Surface over crossing:





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: 2026-157
License Number: 2026-L-123
Exhibits Attached: "A" AND "B"
(Place License Number on all exhibits)

Term

From: AUGUST 12, 2026
To: AUGUST 12, 2036
Month Day Year

Licensee (Name and address)

BLACK MESA PECAN FARM, LLC / DAVID SALOPEK
1985 SALOPEK ROAD
LAS CRUCES, NM 88005

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

TO OPERATE AND MAINTAIN AN EXISTING VEHICLE BRIDGE AND HARVEST GATE ON RIGHT BANK CROSSING THE WESTSIDE MAIN CANAL AT APPROXIMATE STATION 163+81 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

LOCATED IN THE NE¹/₄ OF NW¹/₄ OF THE SW¹/₄ OF SECTION 29 TOWNSHIP 24 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.)

- **NO CONSTRUCTION ALLOWED DURING IRRIGATION SEASON**

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

ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MANAGER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

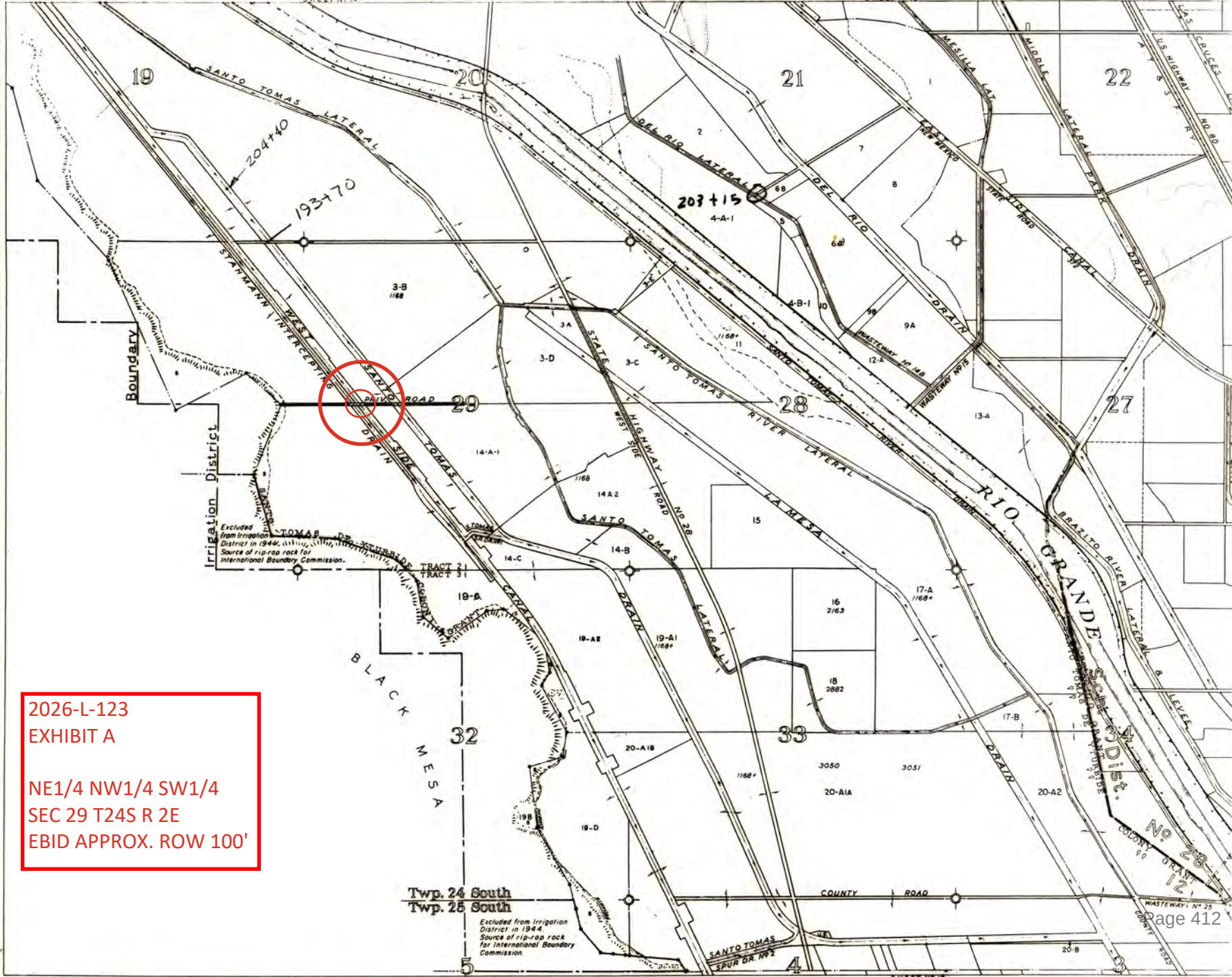
****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: AUGUST 12, 2026

Approved by EBID Board of Directors

SIGNATURE/DATE: _____

Approved by EBID Engineer



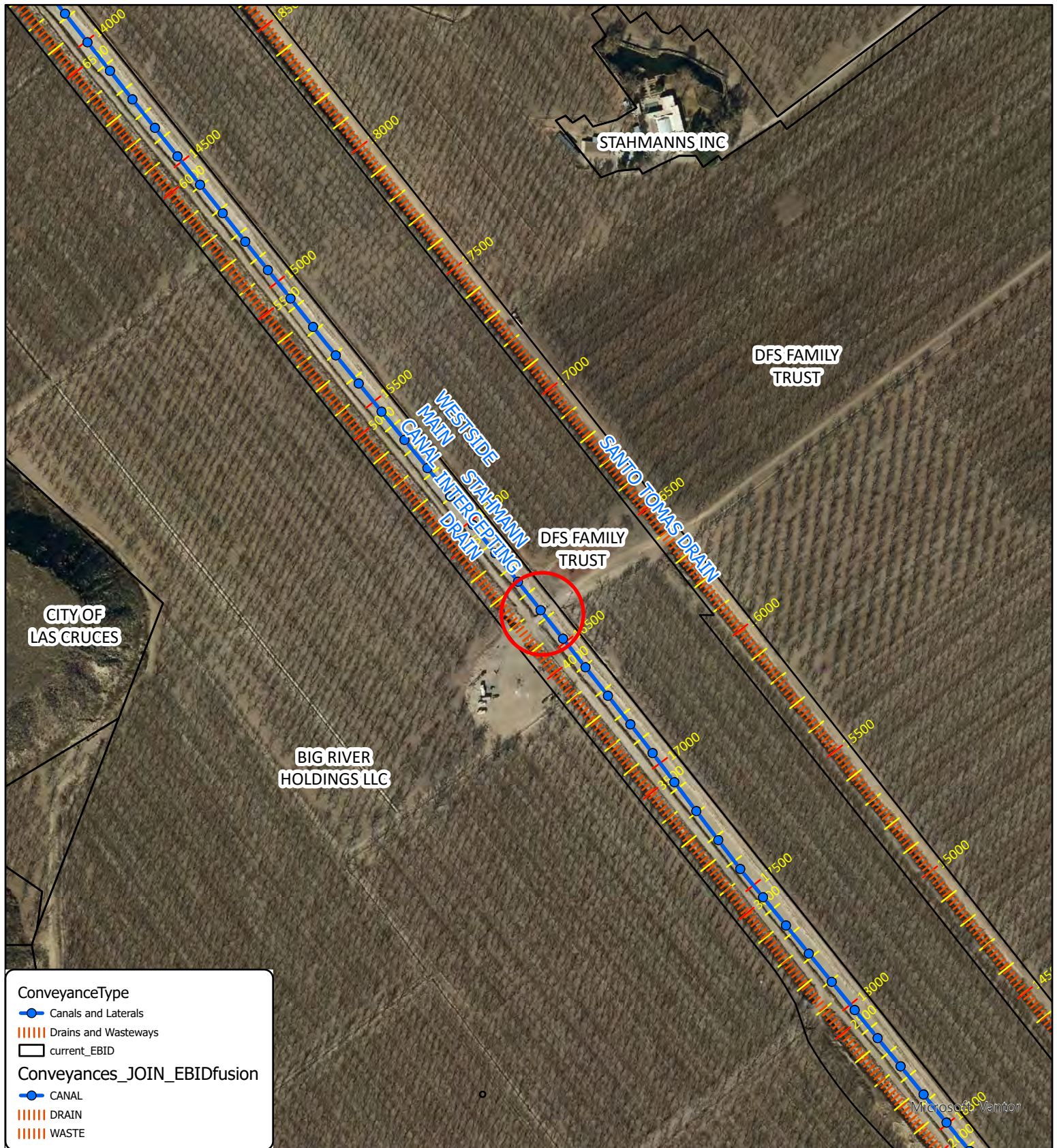
2026-L-123
EXHIBIT A

NE1/4 NW1/4 SW1/4
SEC 29 T24S R 2E
EBID APPROX. ROW 100'

Twp. 24 South
Twp. 25 South

Excluded from Irrigation District in 1944.
Source of rip-rope rock for International Boundary Commission.

EXPLANATION Canals Suspended Areas Various Classifications	EXPLANATION Levees Roads 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 (Private Surveyor, David Watson, Etc.) but with no assurance that they are either authentic or valid.	SCALE 0 500 1000 1500 2000 T. 24 & 25 S. R. 2 E DATE 1936 REVISED 1960	PROPERTY NUMBERS Project Serial No. of a Property is the Sheet No. followed by Tract No. thus: 1614, 16 being the No. of this sheet, 14 being the Tract No. on this sheet. Data Ana Co. Plat. No. 1168	BUREAU OF RECLAMATION-RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT	MESILLA VALLEY SHEET - 16 SANTO TOMAS
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2026-L-123
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING VEHICLE BRIDGE AND HARVEST GATE
ON RIGHT BANK CROSSING THE WESTSIDE MAIN CANAL AT APPROXIMATE
STATION 163+81
APPROX. EBID ROW 100'

West Side Canal Bridge – STA 163+81

South side of bridge:

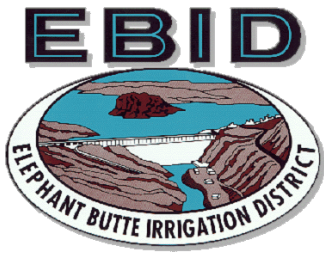


North end of bridge:



Surface over bridge:





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: 2026-158

License Number: 2026-L-124

Exhibits Attached: "A" AND "B"
(Place License Number on all exhibits)

Term

From: AUGUST 12, 2026

To: AUGUST 12, 2036

Month Day Year

Licensee (Name and address)

BLACK MESA PECAN FARM, LLC / DAVID SALOPEK

1985 SALOPEK ROAD

LAS CRUCES, NM 88005

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

TO OPERATE AND MAINTAIN AN EXISTING CULVERT CROSSING THE STAHMANN INTERCEPTING DRAIN AT APPROXIMATE STATION 41+50 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

LOCATED IN THE NE¹/₄ OF NW¹/₄ OF THE SW¹/₄ OF SECTION 29 TOWNSHIP 24 SOUTH, RANGE 2 EAST, NMPM, OF THE USRS SURVEYS, DOCUMENTED UNDER QUITCLAIM DEED, RECORDED IN DONA ANA COUNTY, NEW MEXICO, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MANAGER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

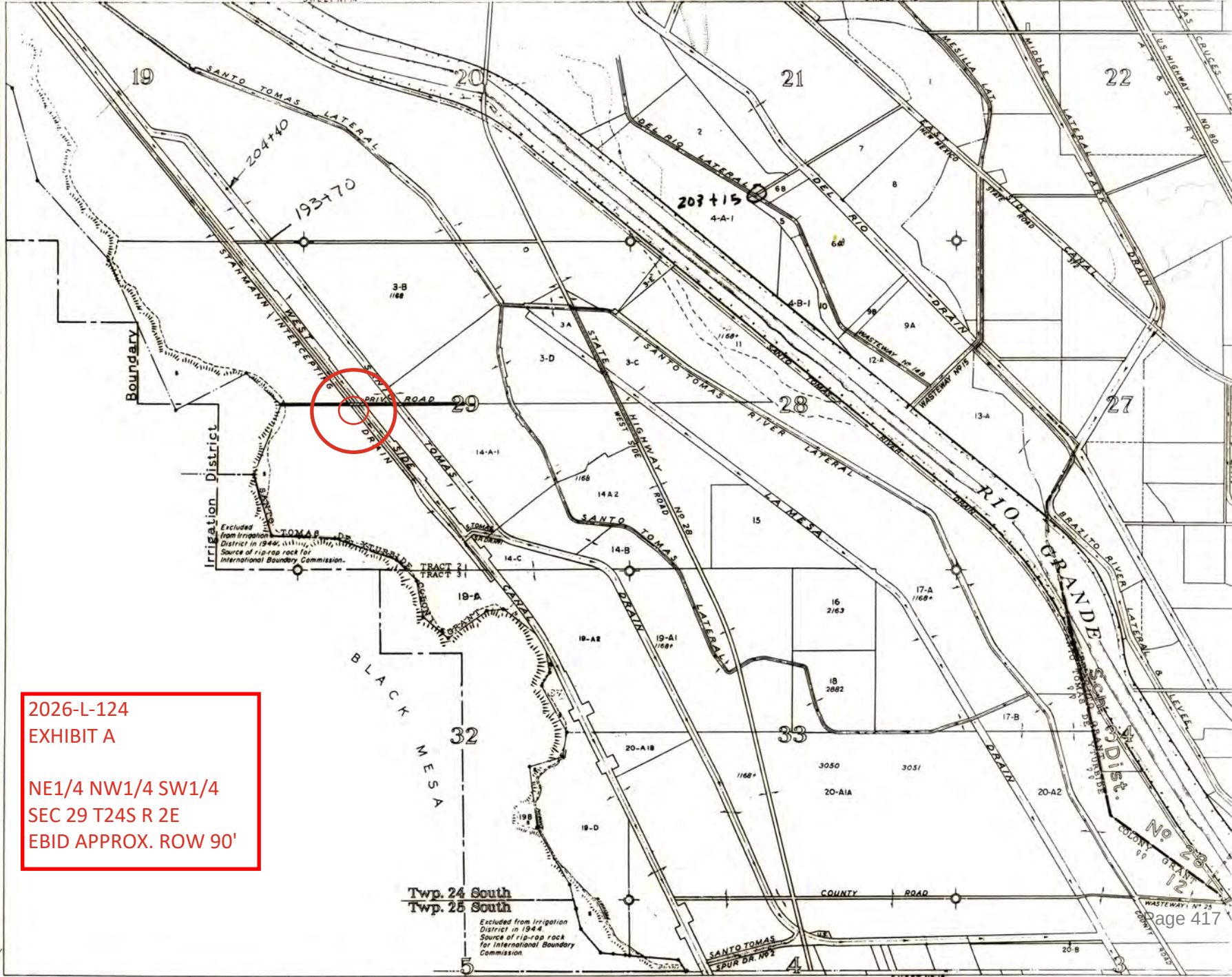
****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: AUGUST 12, 2026

Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer



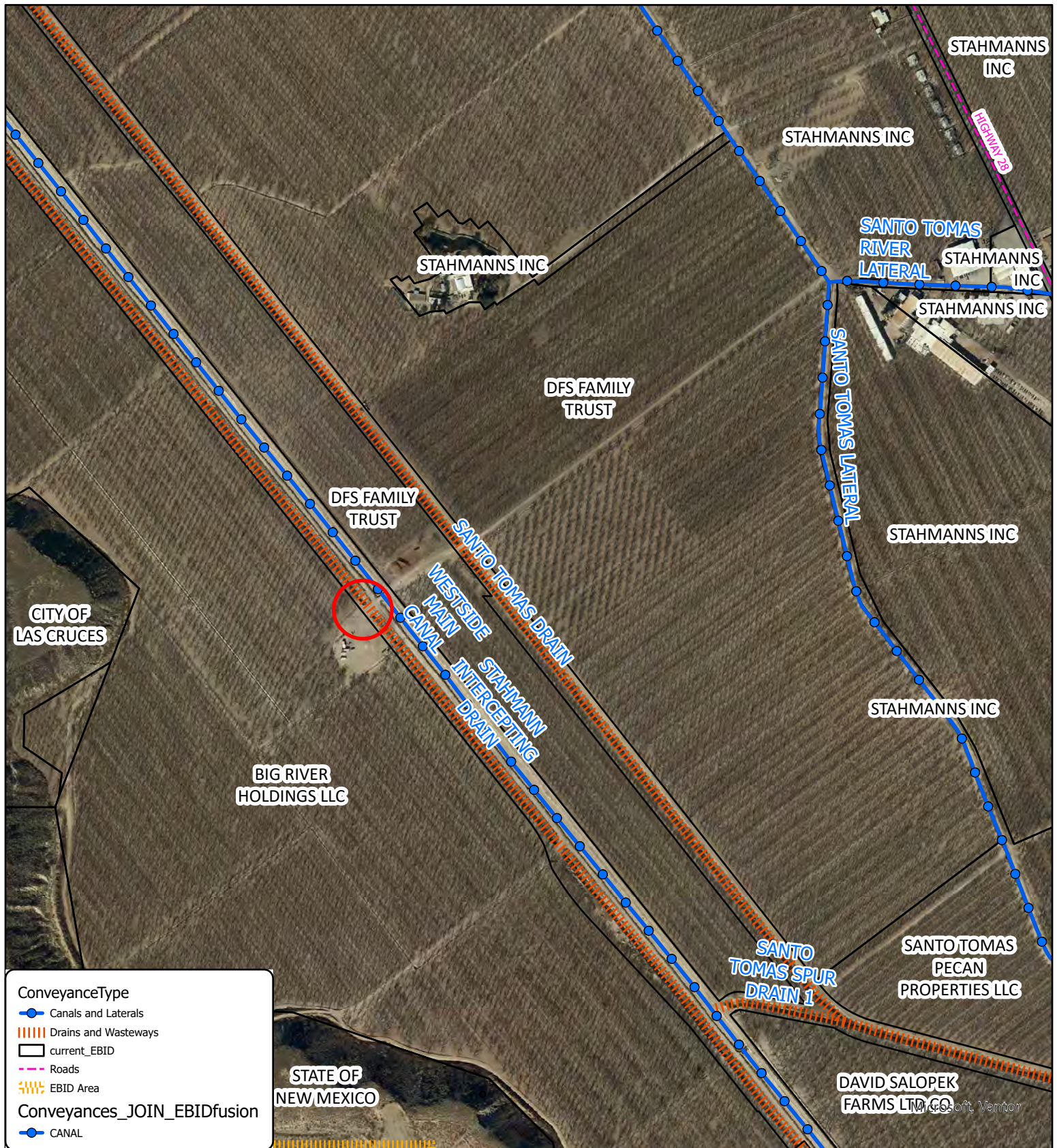
2026-L-124
EXHIBIT A

NE1/4 NW1/4 SW1/4
SEC 29 T24S R 2E
EBID APPROX. ROW 90'

Twp. 24 South
Twp. 25 South

Excluded from Irrigation
District in 1944.
Source of rip-rope rock for
International Boundary Commission.

EXPLANATION Canals Suspended Areas Various Classifications Levees Roads 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 (Private Surveyor, David N. Bates, Etc.) but with no assurance that they are either authentic or valid.	SCALE 0 500 1000 1500 2000 T. 24 & 25 S. R. 2 E DATE 1936 REVISED 1960	PROPERTY NUMBERS Project Serial No. of a Property is the Sheet No. followed by Tract No. thus, 1614, 16 being the No. of this sheet, 16 being the Tract No. on this sheet. Data Ana Co. Plat. No. 1168	BUREAU OF RECLAMATION-RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT	MESILLA VALLEY SHEET - 16 SANTO TOMAS
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2026-L-124
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING CULVERT CROSSING THE STAHMANN INTERCEPTING DRAIN AT APPROXIMATE STATION 41+50
APPROX. EBID ROW 90'

Stahmann Spur No. 1 Drain Crossing – STA 41+50

South end of crossing:

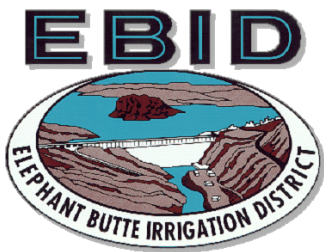


North end of crossing



Surface over crossing:





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: 2026-159

License Number: 2026-L-125

Exhibits Attached: "A" AND "B"

(Place License Number on all exhibits)

Term

From: AUGUST 12, 2026

To: AUGUST 12, 2036

Month Day Year

Licensee (Name and address)

BLACK MESA PECAN FARM, LLC / DAVID SALOPEK

1985 SALOPEK ROAD

LAS CRUCES, NM 88005

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

TO OPERATE AND MAINTAIN AN EXISTING CONCRETE VEHICLE BRIDGE AND HARVEST GATE ON LEFT BANK CROSSING THE WESTSIDE MAIN CANAL AT APPROXIMATE STATION 258+04 AS SHOWN IN EXHIBIT "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

LOCATED IN THE SW $\frac{1}{4}$ OF SW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 33 TOWNSHIP 24 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.)

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

ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MANAGER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

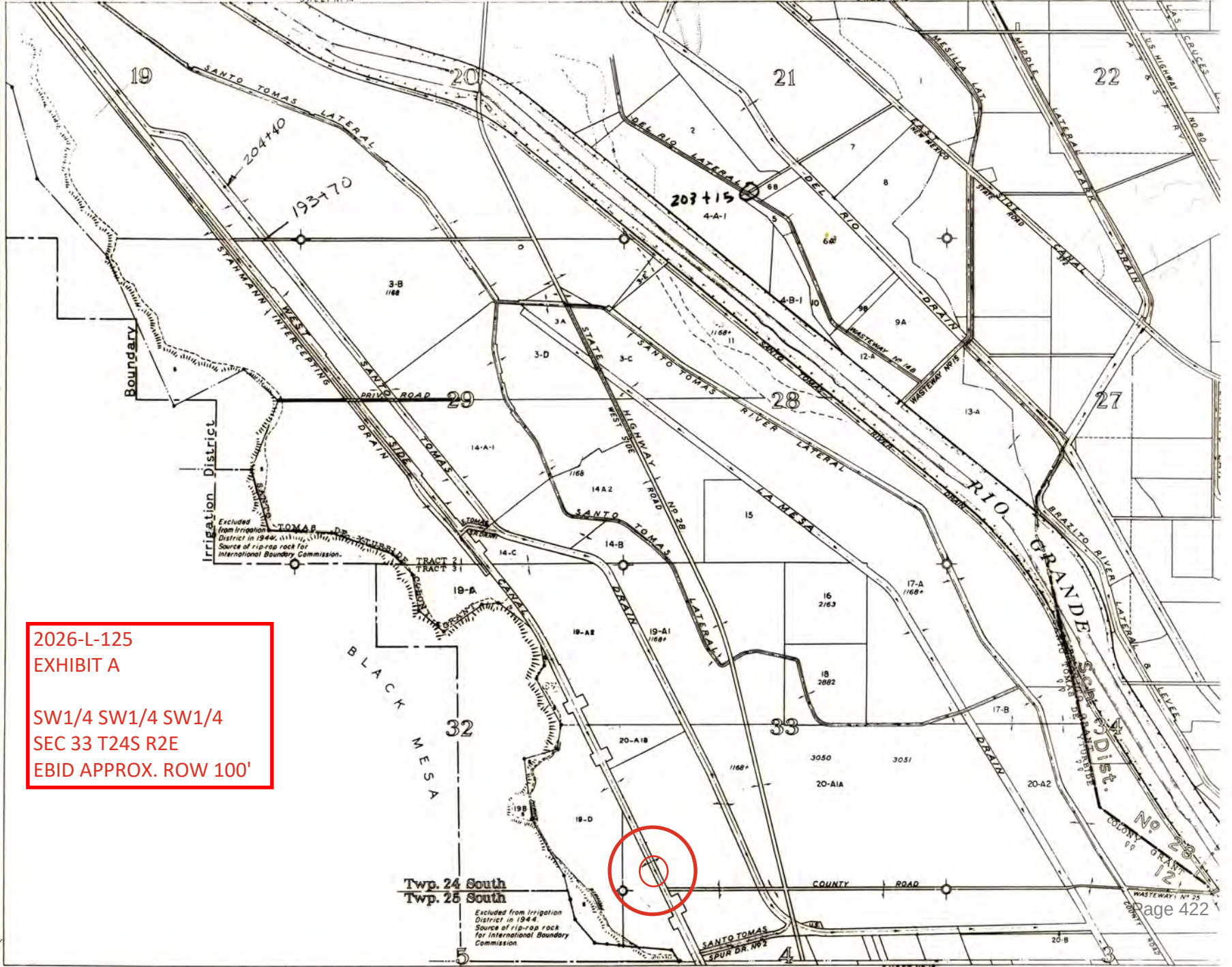
****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: AUGUST 12, 2026

Approved by EBID Board of Directors

SIGNATURE/DATE: _____

Approved by EBID Engineer



2026-L-125
EXHIBIT A

SW1/4 SW1/4 SW1/4
SEC 33 T24S R2E
EBID APPROX. ROW 100'

Twp. 24 South
Twp. 25 South

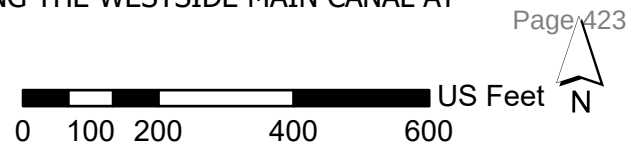
Excluded from Irrigation
District in 1944.
Source of rip-rope rock for
International Boundary Commission.

EXPLANATION Canals Suspended Areas Various Classifications	EXPLANATION Levees Roads High Land Valley Land	EXPLANATION 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 Survey, Deed Notes, Etc.) but with no assurance that they are either authentic or valid.	SCALE 0 500 1000 1500 2000 T. 24 & 25 S. R. 2 E DATE 1936 REVISED 1960	PROPERTY NUMBERS Project Serial No. of a Property is the Sheet No. followed by Tract No. thus, 1614, 16 being the No. of this sheet, 16 being the Tract No. on this sheet. Doria Ana Co. Plat. No. 1168 BUREAU OF RECLAMATION-RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT	MESILLA VALLEY SHEET - 16 SANTO TOMAS
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2026-L-125
EXHIBIT B

TO OPERATE AND MAINTAIN AN EXISTING CONCRETE VEHICLE BRIDGE AND HARVEST GATE ON LEFT BANK CROSSING THE WESTSIDE MAIN CANAL AT APPROXIMATE STATION 258+04 APPROX. EBID ROW 100'



West Side Canal Bridge – STA 258+04

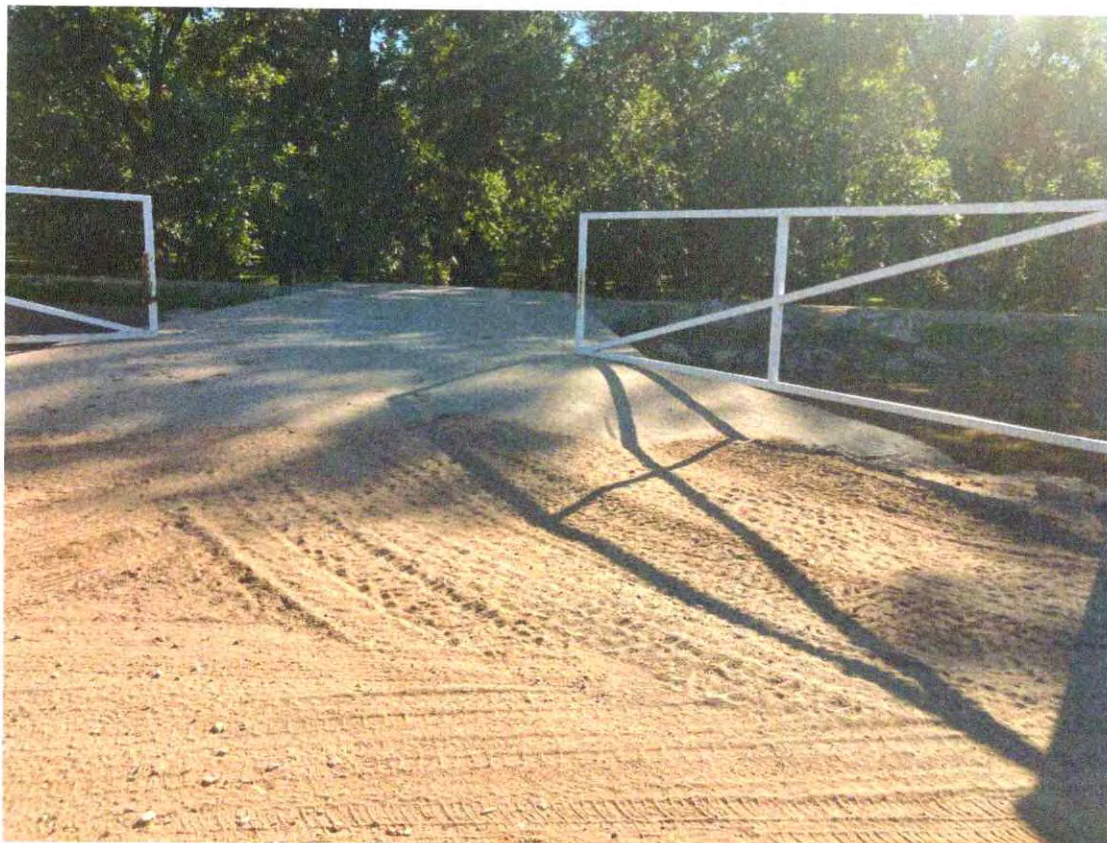
South side of bridge:

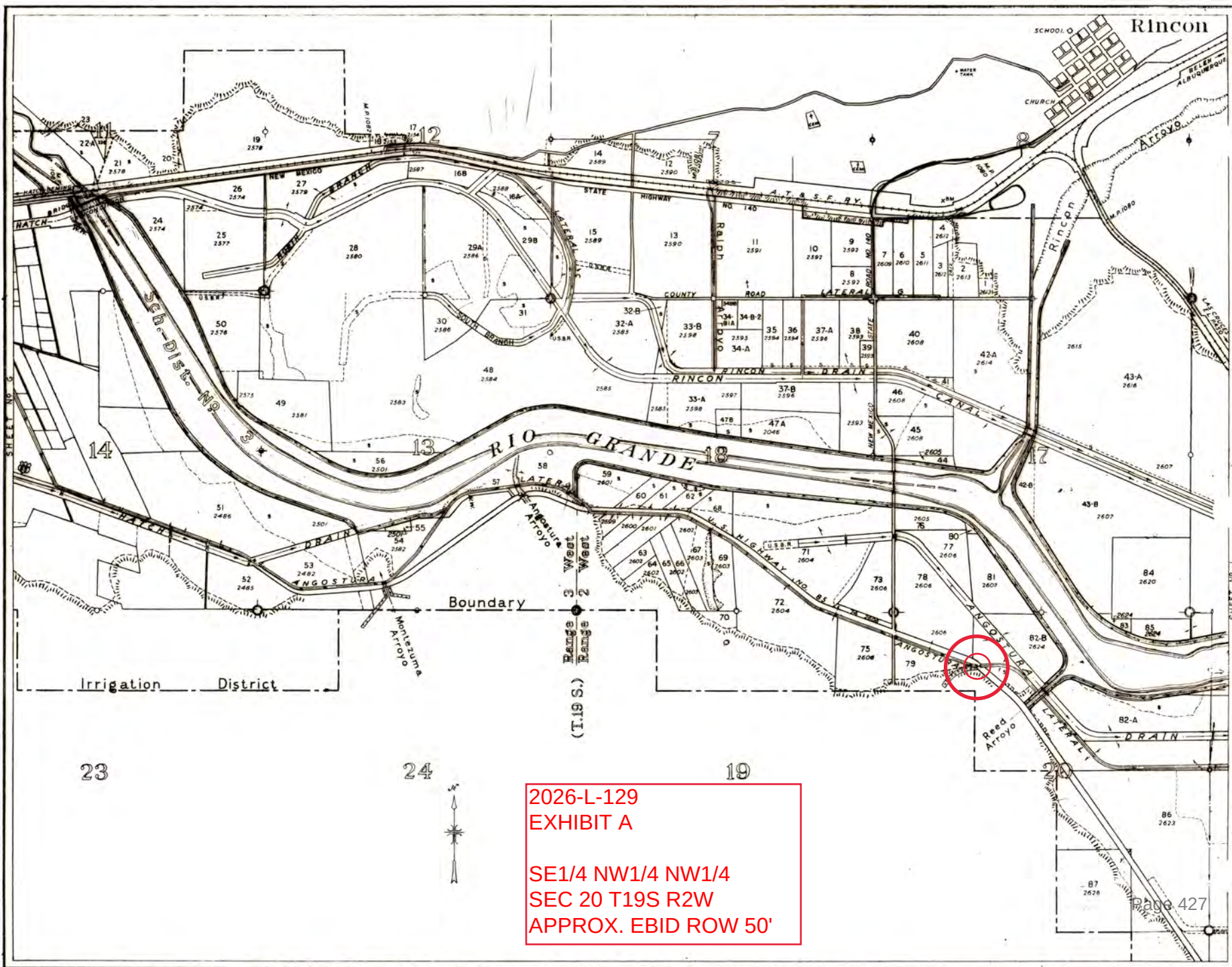


North side of bridge:



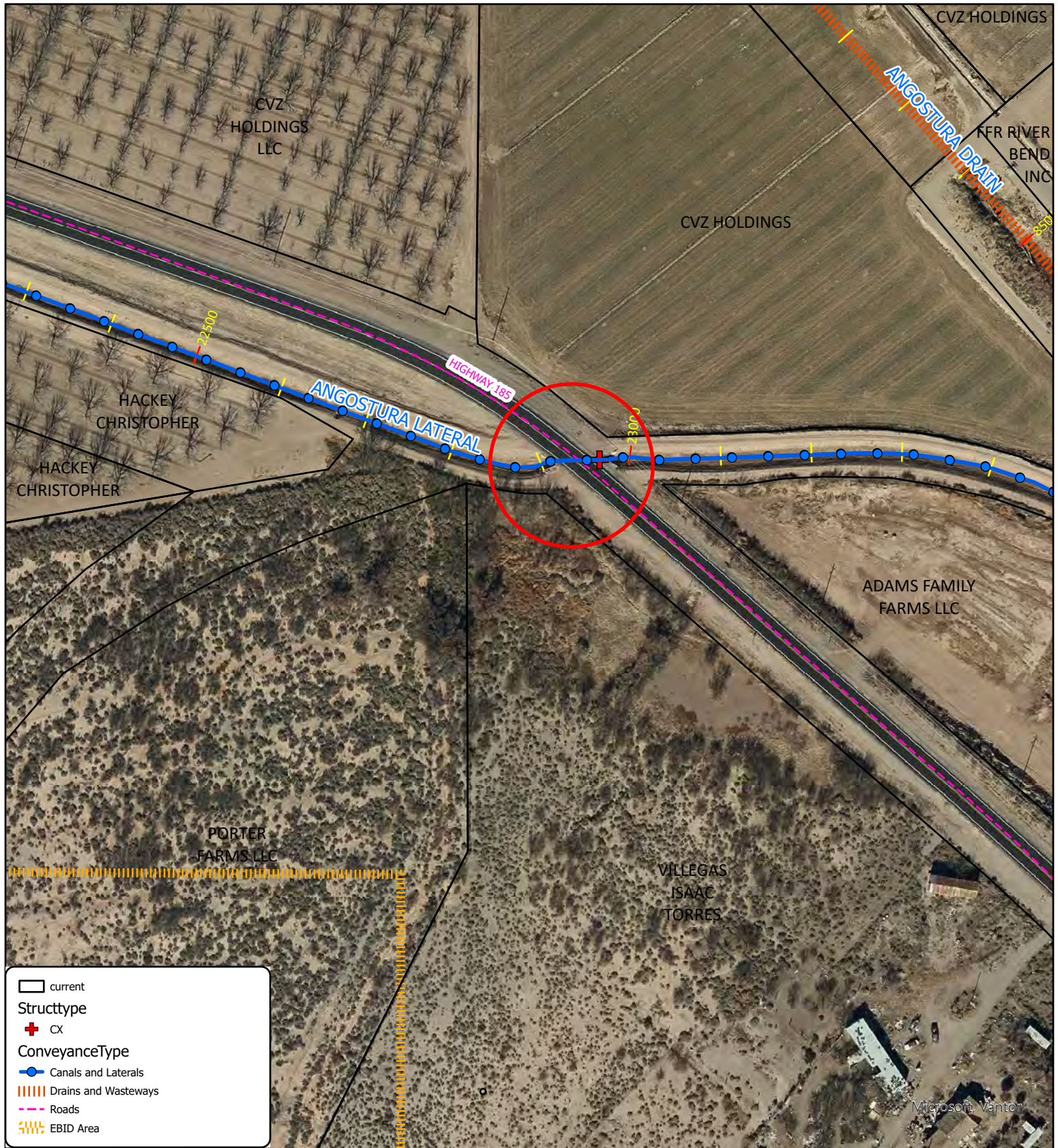
Surface over bridge:





2026-L-129
EXHIBIT A

SE1/4 NW1/4 NW1/4
SEC 20 T19S R2W
APPROX. EBID ROW 50'



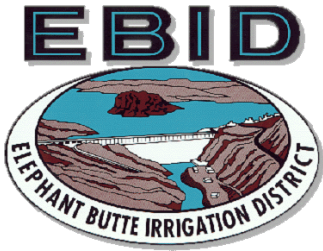
2026-L-129
EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN A 6" BURIED WATER LINE CROSSING
THE ANGOSTURA LATERAL AT APPROXIMATE STATION 229+15
APPROX. EBID ROW 50'

Page 428

US Feet
0 50 100 200 300





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: 2026-168

License Number: 2026-L-131

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: AUGUST 12, 2026

To: AUGUST 12, 2036

Month Day Year

Licensee (Name and address)

COMCAST OF NEW MEXICO, LLC

4611 MONTBEL PLACE NE

ALBUQUERQUE, NEW MEXICO 87107

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

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE THREE SAINTS CANAL AT APPROXIMATE STATION 656+25 AS SHOWN IN EXHIBITS "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

LOCATED IN THE SW¹/₄ OF SE¹/₄ OF THE SE¹/₄ OF SECTION 20, TOWNSHIP 25 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.)

- AERIAL CROSSING MUST BE CONSTRUCTED AND MAINTAINED TO HAVE A SAG HEIGHT ABOVE THE BANK NO LESS THAN 22 FEET.
- SEE ATTACHED DRAWING "D" FOR EBID AERIAL CONSTRUCTION DETAILS
- JB 2009455

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

ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MEMBER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

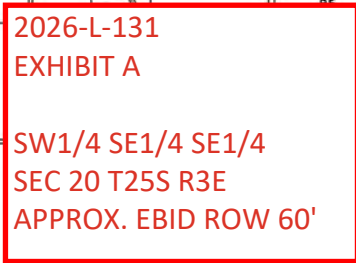
****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: AUGUST 12, 2026

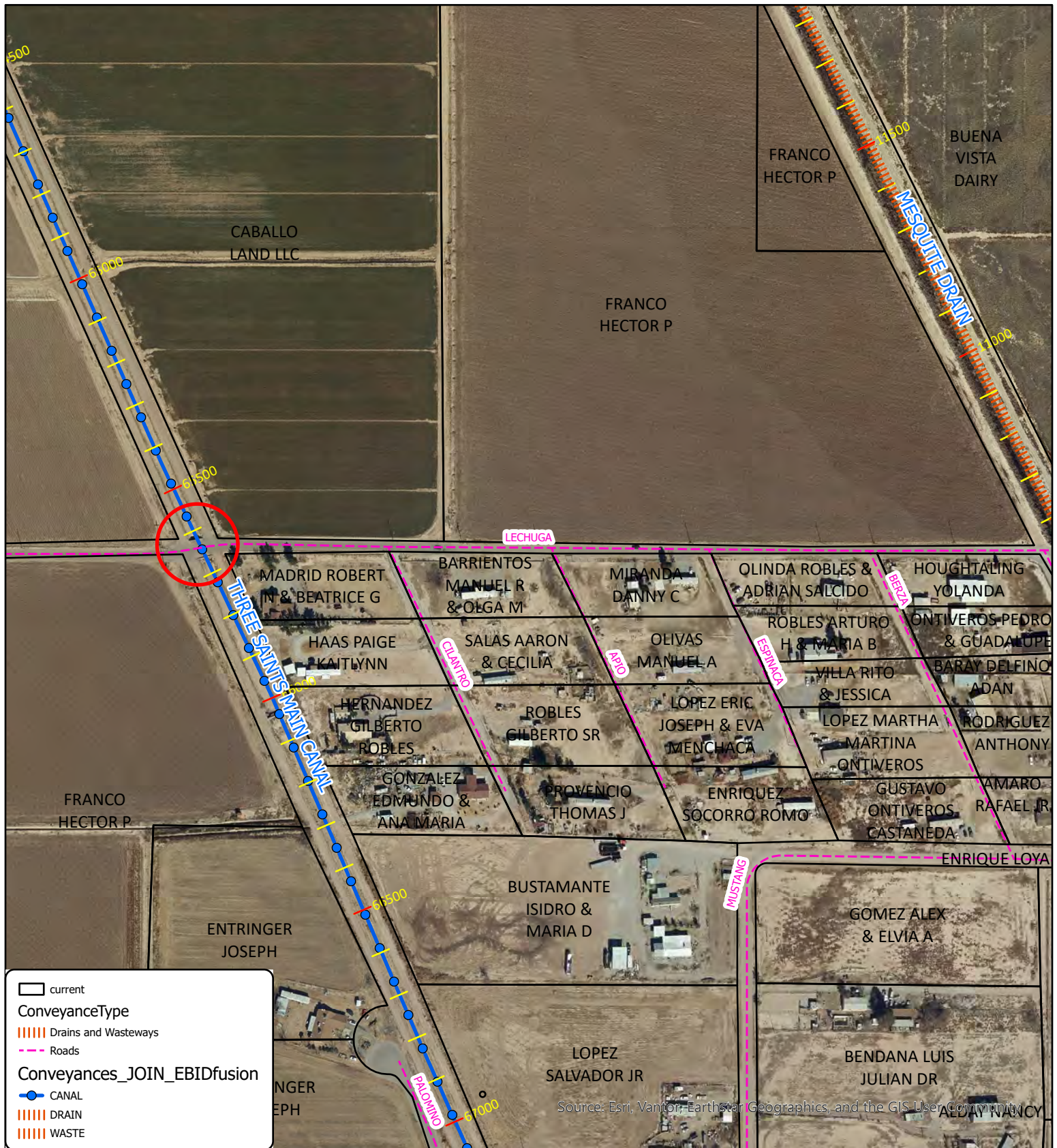
Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer



	EXPLANATION Canals Levees Roads Drains Community and Private Ditches High Land Valley Land Sand Various Classifications Irrigable Area	AUTHORITIES Compiled from Topographic and Location Surveys by the Bureau of Reclamation. Property information from the best information available. (Private Survey Deeds Notes, etc.) but with no assurance that they are either authentic or valid.	SCALE 0 500 1000 1500 2000 T 25 S R 23 E DATE 1934 REVISED 1957	PROPERTY NUMBERS Project Serial No. of a Property is the Sheet No. followed by Tract No. thus, 2197. 21 being the No of this sheet, 97 being the No of this sheet. Doha Aha Co. Tract No. 1478	BUREAU OF RECLAMATION RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP MESILLA VALLEY ELEPHANT BUTTE IRRIGATION DISTRICT SHEET NO. 2 VADO
--	---	--	---	--	--



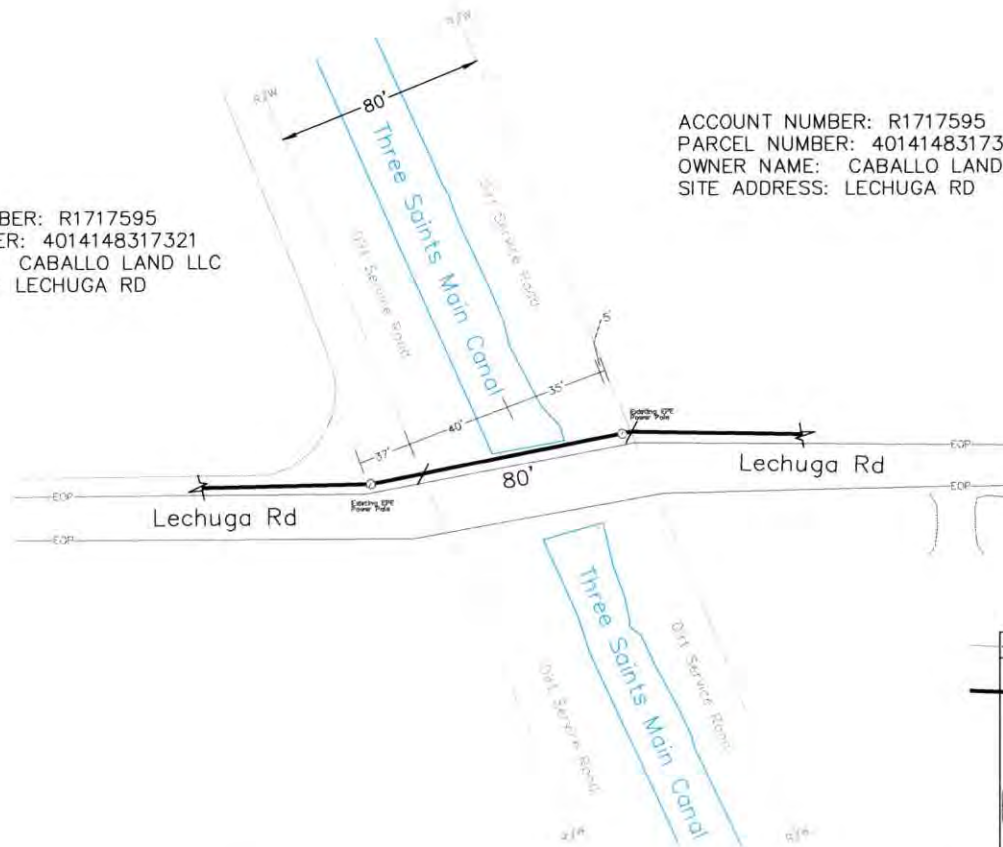
2026-L-131
EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE
CROSSING THE THREE SAINTS CANAL AT APPROXIMATE STATION 656+25
EBID ROW 60'

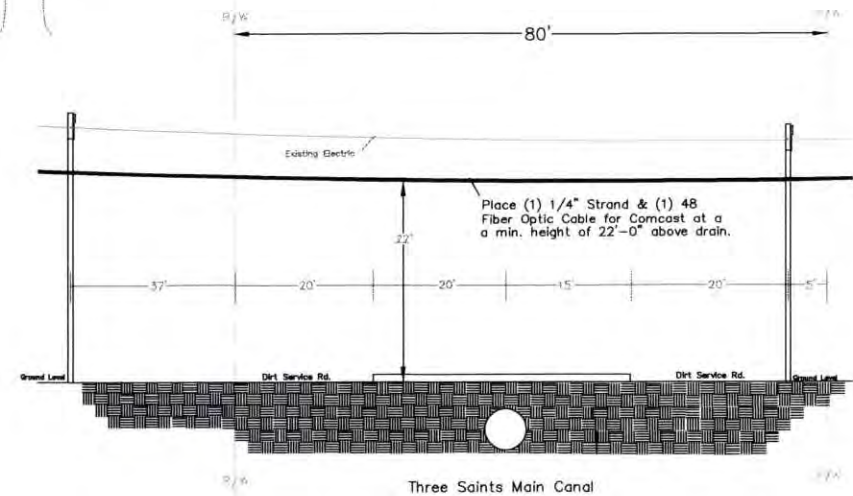
ACCOUNT NUMBER: R1717595
 PARCEL NUMBER: 4014148317321
 OWNER NAME: CABALLO LAND LLC
 SITE ADDRESS: LECHUGA RD

ACCOUNT NUMBER: R1717595
 PARCEL NUMBER: 4014148317321
 OWNER NAME: CABALLO LAND LLC
 SITE ADDRESS: LECHUGA RD

T25S R3E SEC. 20 & 29



Utility Profile
 Three Saints Main Canal
 Looking North At Crossing
 Not To Scale



Note:

Contractor is responsible for providing Proof of Insurance to EBID and for Locating all existing Utilities at time of Construction. Utility & R/W Locations Shown on Map are Approximate Only, taken from available Utility & Plat Maps and Utility Spots still visible in Field.

Communication
 Network Solutions

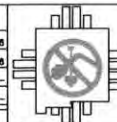
(505) 238-0404

DONA ANA COUNTY

Comcast

APPROVAL RECORD

DESIGNED	Y. HARRISON	DATE	07/08/26
CHECKED	Y. HARRISON	DATE	07/08/26
APPROVED		DATE	
SCALE	NTS		



NEW MEXICO
 ONE CALL
 SYSTEM, INC.
 CALL BEFORE
 YOU DIG!
 (505) 260-1990



JB2009455

JB Number: JB 2009455 EBID Permit Drawin

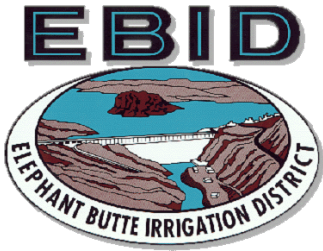
FILE NAME

CONFIG. .DWG

DRAWING 1

OF

Page 432



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: 2026-169

License Number: 2026-L-132

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: AUGUST 12, 2026

To: AUGUST 12, 2036

Month Day Year

Licensee (Name and address)

COMCAST OF NEW MEXICO, LLC

4611 MONTBEL PLACE NE

ALBUQUERQUE, NEW MEXICO 87107

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

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE WEST DRAIN AT APPROXIMATE STATION 714+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 NE¹/₄ OF THE NW¹/₄ OF SECTION 30, 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.)

- AERIAL CROSSING MUST BE CONSTRUCTED AND MAINTAINED TO HAVE A SAG HEIGHT ABOVE THE BANK NO LESS THAN 22 FEET.
- SEE ATTACHED DRAWING "D" FOR EBID AERIAL CONSTRUCTION DETAILS
- JB 2009645

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-MEMBER

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: AUGUST 12, 2026

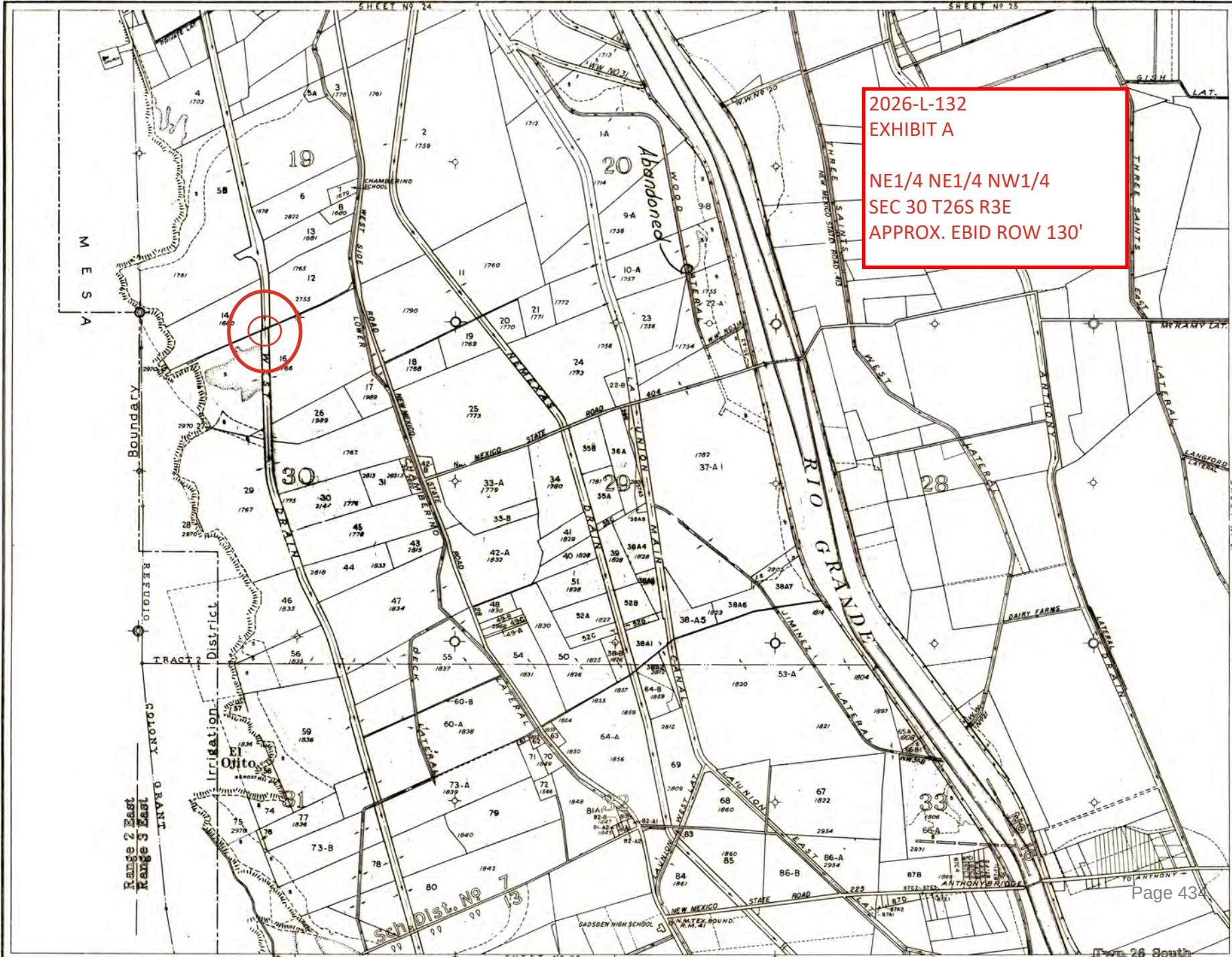
Approved by EBID Board of Directors

SIGNATURE/DATE:

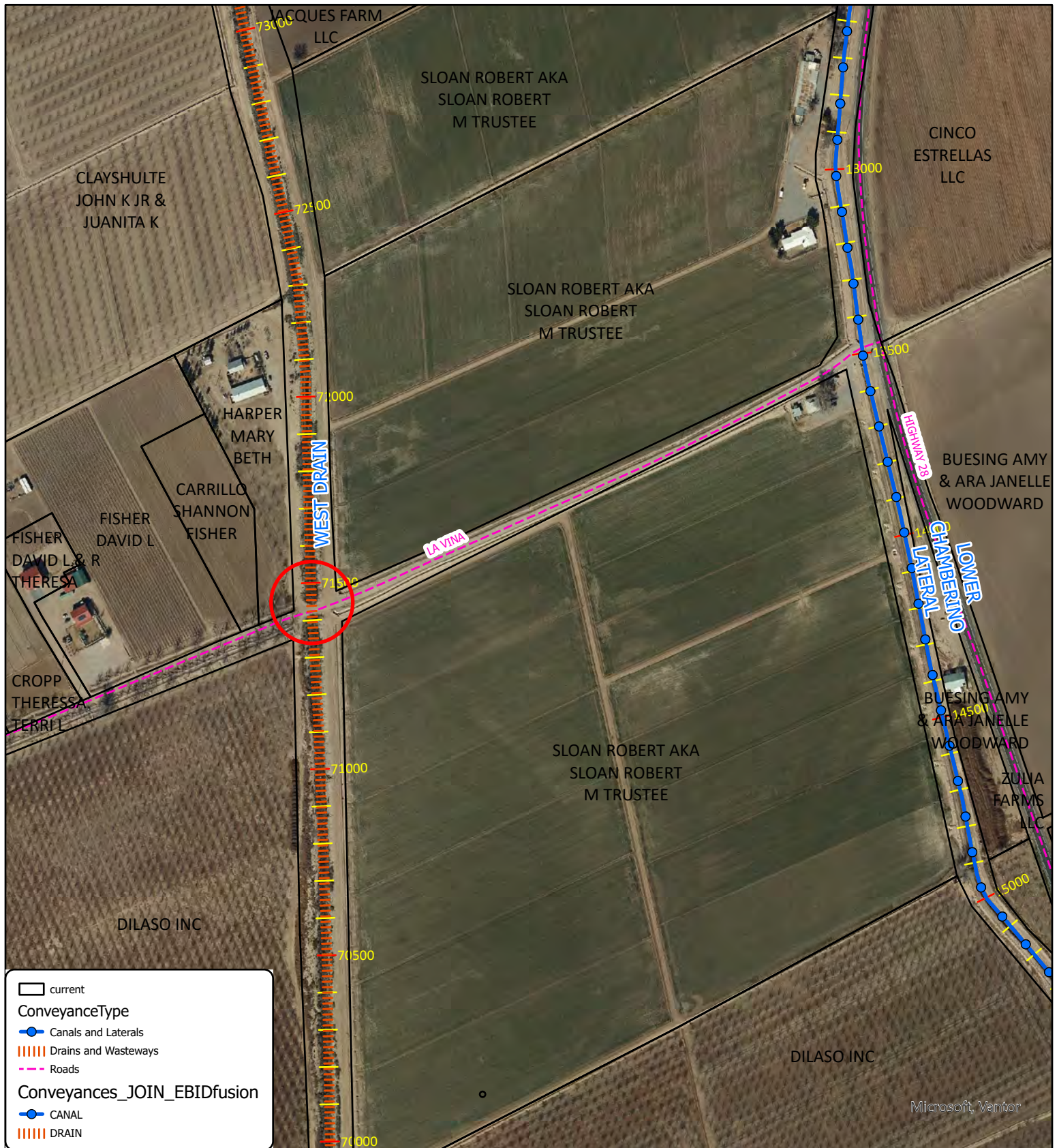
Approved by EBID Engineer

2026-L-132
EXHIBIT A

NE1/4 NE1/4 NW1/4
SEC 30 T26S R3E
APPROX. EBID ROW 130'



EXPLANATION		AUTHORITIES	SCALE	PROPERTY NUMBERS	BUREAU OF RECLAMATION - RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT	MESILLA VALLEY SHEET No 26 LOWER CHAMBERINO
Canals	Leaves					
Suspended Areas	Drains	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.	T 26S R3E DATE 1933 REVISED 1958	Project Serial No. of a Property is the Sheet No. followed by Tract No. thus 26.64, 26 being the No. of this sheet, 64 being the Tract No. on this sheet. Dona Ana Co. Plat No. 1867		
Various Classifications	Community and Private Ditches					
Sand	High Land					
Valley Land	Irrigable Area					



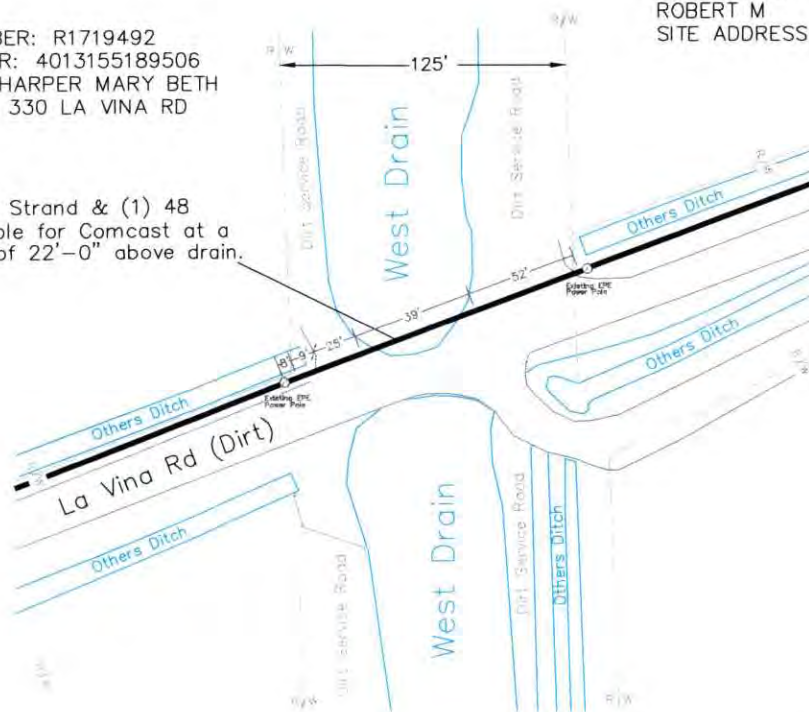
2026-L-132 EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE
CROSSING THE WEST DRAIN AT APPROXIMATE STATION 714+50
EBID APPROX. ROW 130'

Place (1) 1/4" Strand & (1) 48
Fiber Optic Cable for Comcast at a
a min. height of 22'-0" above drain.

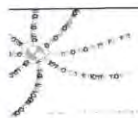
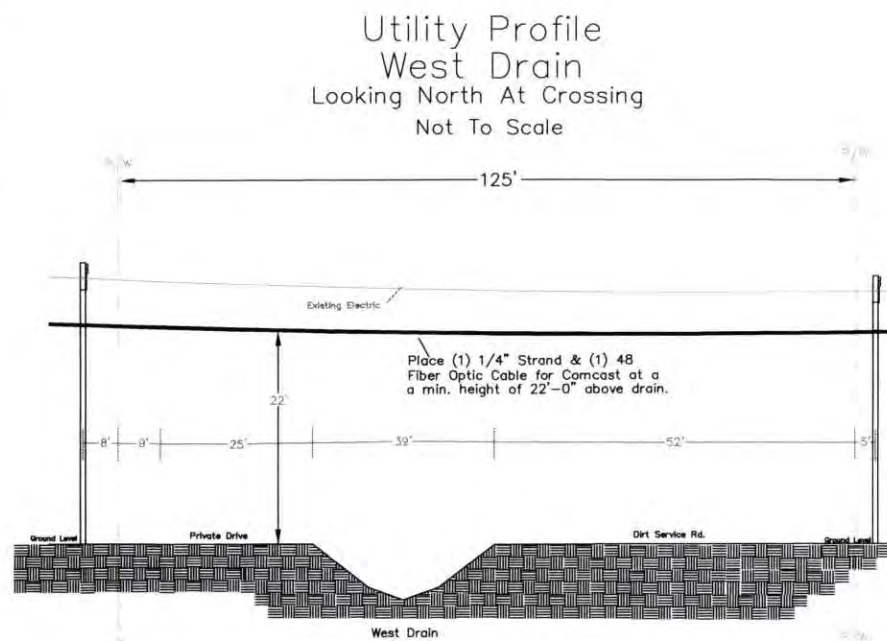
Notes

Contractor is responsible for providing Proof of Insurance to EBID and for Locating all existing Utilities at time of Construction. Utility & R/W Locations Shown on Map are Approximate Only, taken from available Utility & Plat Maps and Utility Spots still visible in Field.



Note:

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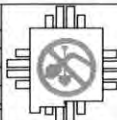


(505) 238-0404

DONA ANA COUNTY

Comcast

APPROVAL RECORD	
DESIGNED	DATE
Y. HARRISON	07/08/2010
DESIGNED	DATE
Y. HARRISON	07/08/2010
CHECKED	DATE
APPROVED	DATE
SCALE	DATE



NEW MEXICO
ONE CALL
SYSTEM, INC.
CALL BEFORE
YOU DIG !
(505) 260-1990



JB2009645

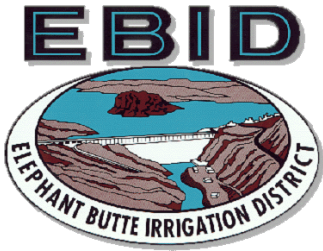
FILE NAME

CONFIG.	.DWG
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DRAWING 1

OF

Page 436



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: 2026-170

License Number: 2026-L-133

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: AUGUST 12, 2026

To: AUGUST 12, 2036

Month Day Year

Licensee (Name and address)

COMCAST OF NEW MEXICO, LLC

4611 MONTBEL PLACE NE

ALBUQUERQUE, NEW MEXICO 87107

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

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE LOWER CHAMBERINO LATERAL AT APPROXIMATE STATION 64+08 AS SHOWN IN EXHIBITS "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

LOCATED IN THE SE¹/₄ OF NE¹/₄ OF THE SW¹/₄ OF SECTION 18, 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.)

- AERIAL CROSSING MUST BE CONSTRUCTED AND MAINTAINED TO HAVE A SAG HEIGHT ABOVE THE BANK NO LESS THAN 22 FEET.
- SEE ATTACHED DRAWING "D" FOR EBID AERIAL CONSTRUCTION DETAILS
- JB 2009645

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-MEMBER

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: AUGUST 12, 2026

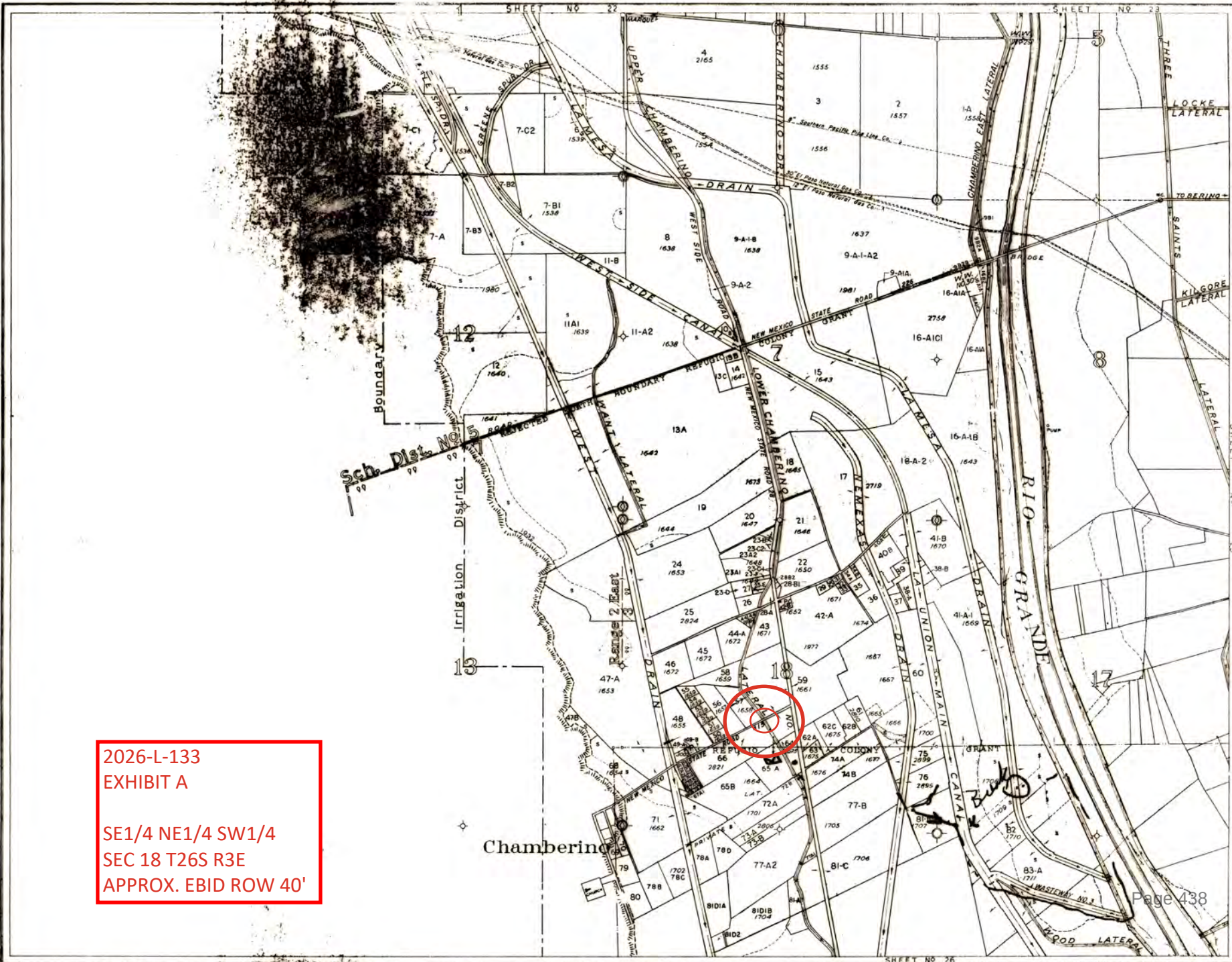
Approved by EBID Board of Directors

SIGNATURE/DATE: _____

Approved by EBID Engineer

2026-L-133
EXHIBIT A

SE1/4 NE1/4 SW1/4
SEC 18 T26S R3E
APPROX. EBID ROW 40'

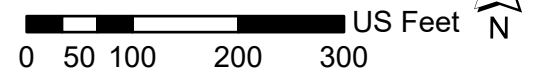


EXPLANATION		SCALE	PROPERTY NUMBERS	BUREAU OF RECLAMATION RIO GRANDE PROJECT, IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT	MESILLA VALLEY SHEET NO. 24 CHAMBERINO
Canals	Levees				
Suspended Areas	Roads	0 500 1000 1500 2000	Project Serial No. of a Property is the Sheet No. followed by Tract No. thus, 24.7B, 24 being the No. of this sheet, 7B being the Tract No. on the sheet, Dona Ana Co. Plat. No. 1702		
Various Classifications	High Land Valley Land	T 26S. R 283E DATE 1933 REVISED 1958			



2026-L-133
EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE
CROSSING THE LOWER CHAMBERINO LATERAL AT APPROXIMATE STATION 64+08
EBID APPROX. ROW 40'



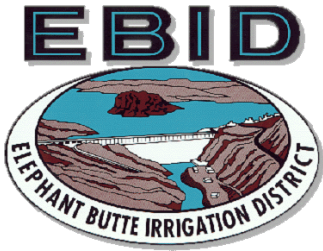
JB 2209645 EBID License Permit

Legend

Image © 2026 Airbus

2000 ft

Page 440



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: 2026-171

License Number: 2026-L-134

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: AUGUST 12, 2026

To: AUGUST 12, 2036

Month Day Year

Licensee (Name and address)

COMCAST OF NEW MEXICO, LLC

4611 MONTBEL PLACE NE

ALBUQUERQUE, NEW MEXICO 87107

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

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE NEMEXAS DRAIN AT APPROXIMATE STATION 778+75 AS SHOWN IN EXHIBITS "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

LOCATED IN THE SE¹/₄ OF SW¹/₄ OF THE NE¹/₄ OF SECTION 32, 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.)

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- SEE ATTACHED DRAWING "D" FOR EBID AERIAL CONSTRUCTION DETAILS
- JB 2007877

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

ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MEMBER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

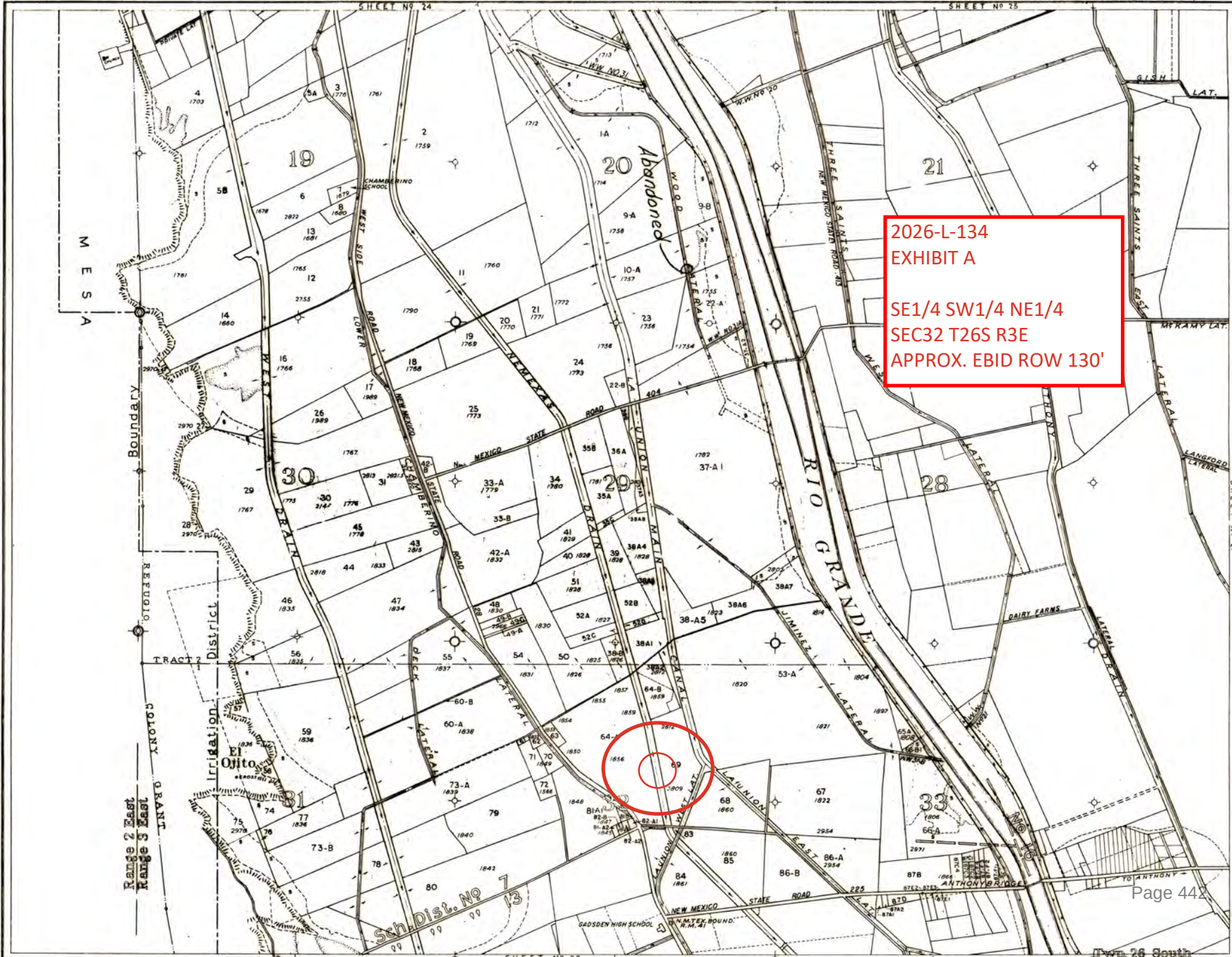
****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: AUGUST 12, 2026

Approved by EBID Board of Directors

SIGNATURE/DATE: _____

Approved by EBID Engineer

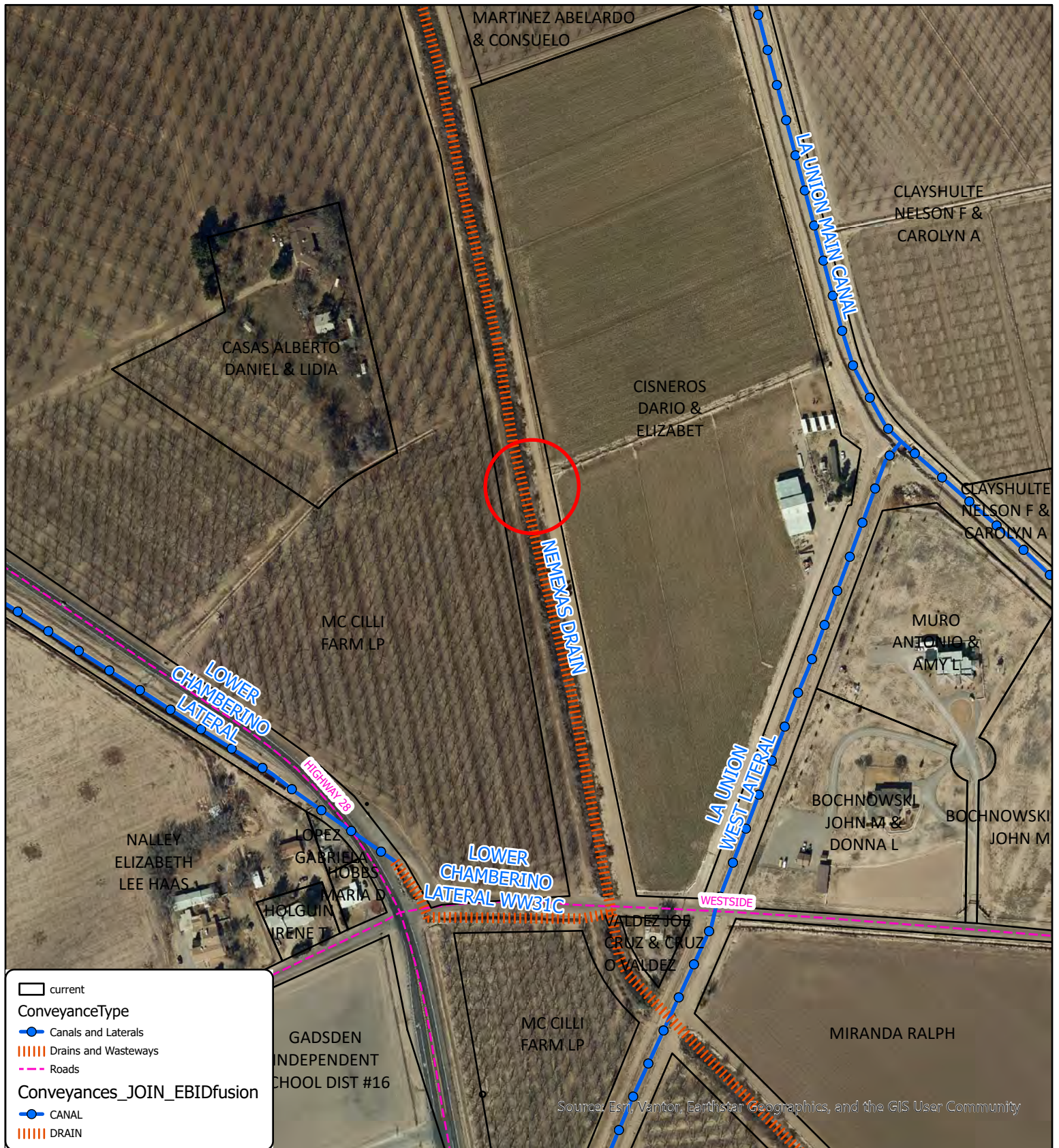


2026-L-134
EXHIBIT A

SE1/4 SW1/4 NE1/4
SEC32 T26S R3E
APPROX. EBID ROW 130'

Page 442

EXPLANATION		AUTHORITIES	SCALE	PROPERTY NUMBERS	BUREAU OF RECLAMATION - RIO GRANDE PROJECT IRRIGABLE AREA AND PROPERTY MAP ELEPHANT BUTTE IRRIGATION DISTRICT	MESILLA VALLEY SHEET No 26 LOWER CHAMBERINO
Canals	Leaves					
Suspended Areas	Reeds	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.	T 26S R3E DATE 1933 REVISED 1958	Project Serial No. of a Property is the Sheet No. followed by Tract No. thus 26.64, 26 being the No. of this sheet, 64 being the Tract No. on this sheet, Dona Ana Co. Plat. No. 1867		
Various Classifications	Sand					
	Valley Land					
	High Land					
	Private Ditches					
	Community and Private Ditches					
	Drains					
	Limits of Irrigable Area					



2026-L-134
EXHIBIT B

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE
CROSSING THE NEMEXAS DRAIN AT APPROXIMATE STATION 778+75
EBID APPROX. ROW 130'

0 100 200 400 600 US Feet



ACCOUNT NUMBER: R1703390
PARCEL NUMBER: 4014156366201
MAP CODE: 4-014-156-366-201
OWNER NAME: CISNEROS DARIO & ELIZABET
SITE ADDRESS: 11200 WESTSIDE RD

Place (1) 1/4" Strand & (1) 48
Fiber Optic Cable for Comcast at a
a min. height of 22'-0" above drain.

Contractor is responsible for providing Proof of Insurance to EBID and for Locating all existing Utilities at time of Construction. Utility & R/W Locations Shown on Map are Approximate Only, taken from available Utility & Plat Maps and Utility Spots still visible in Field.

100'

Existing Electric

22'-0"

33'

49'

22'

9'

Place (1) 1/4" Strand & (1) 48 Fiber Optic Cable for Comcast at a min. height of 22'-0" above drain.

Street Lane

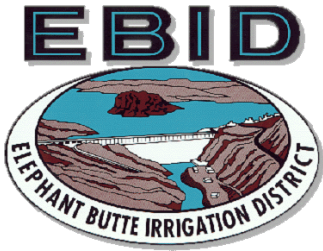
Dirt Service Rd.

E. Milla de Madrid Dr.

Street Lane

Nexmex Drain

Contractor is responsible for providing Proof of Insurance to EBID and for Locating all existing Utilities at time of Construction. Utility & R/W Locations Shown on Map are Approximate Only, taken from available Utility & Plat Maps and Utility Spots still visible in Field.



Elephant Butte Irrigation District

530 South Melendres Street

Las Cruces, NM 88005

575-526-6671

RIGHT OF USE LICENSE

Special Use ☒ Limited Use ☐

Engineering Job Number: 2026-172

License Number: 2026-L-135

Exhibits Attached: "A", "B"

(Place License Number on all exhibits)

Term:

From: AUGUST 12, 2026

To: AUGUST 12, 2036

Month Day Year

Licensee (Name and address)

COMCAST OF NEW MEXICO, LLC

4611 MONTBEL PLACE NE

ALBUQUERQUE, NEW MEXICO 87107

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

TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE CROSSING THE THREE SAINTS MAIN CANAL AT APPROXIMATE STATION 713+78 AS SHOWN IN EXHIBITS "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF.

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

LOCATED IN THE NE¹/₄ OF NW¹/₄ OF THE NW¹/₄ OF SECTION 33 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.)

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- SEE ATTACHED DRAWING "D" FOR EBID AERIAL CONSTRUCTION DETAILS
- JB 2009455

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ASSIGN/MANAGING AGENCY

LICENSEE

AGENCY ELEPHANT BUTTE IRRIGATION DISTRICT

SIGNATURE

TITLE TREASURER-MEMBER

ATTEST

DATE

SIGNATURE

TITLE

ATTEST

DATE

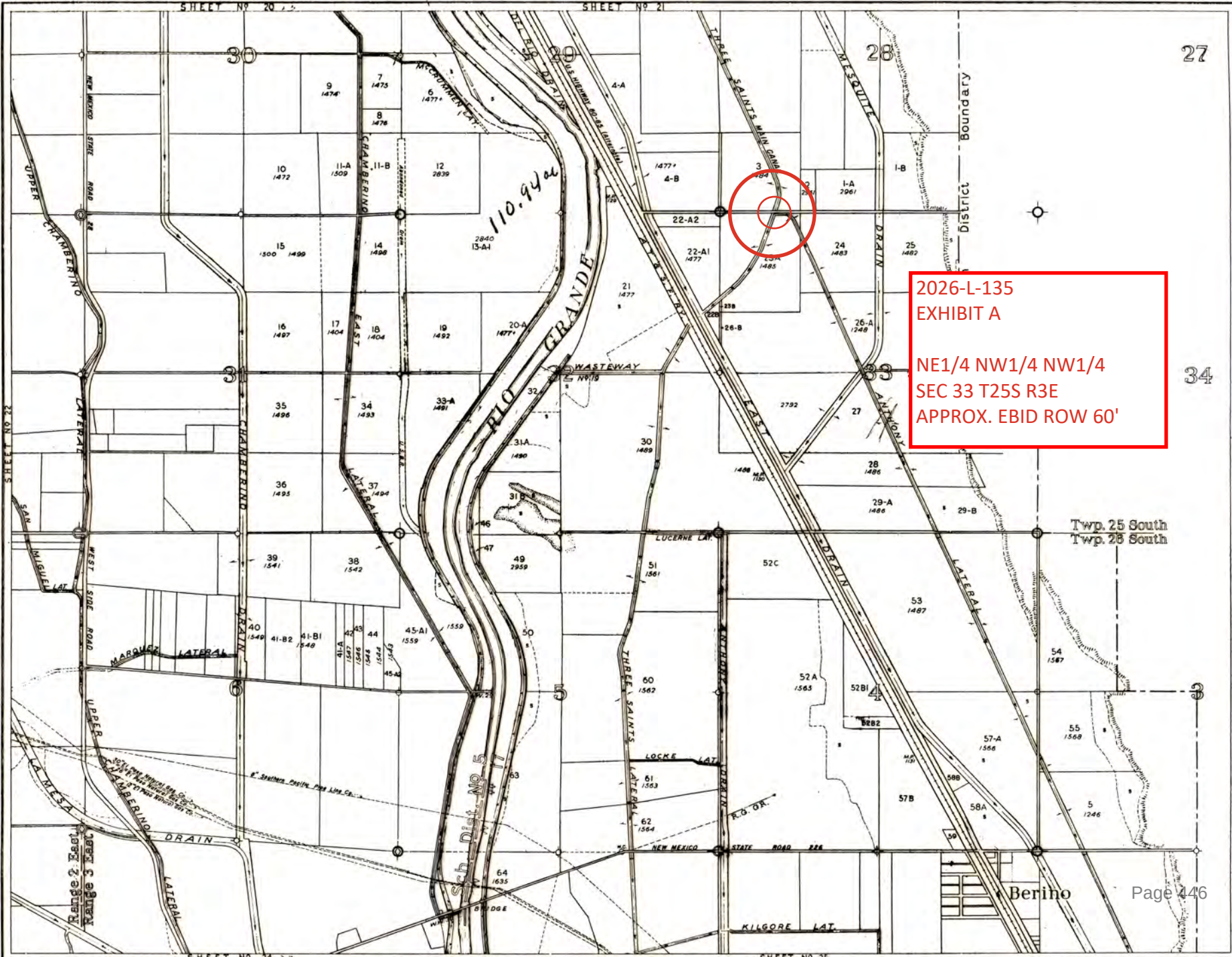
****LICENSE IS NOT VALID UNLESS ALL FEES ARE PAID AND SIGNED BY BOTH THE EBID AND THE LICENSEE****

DATE: AUGUST 12, 2026

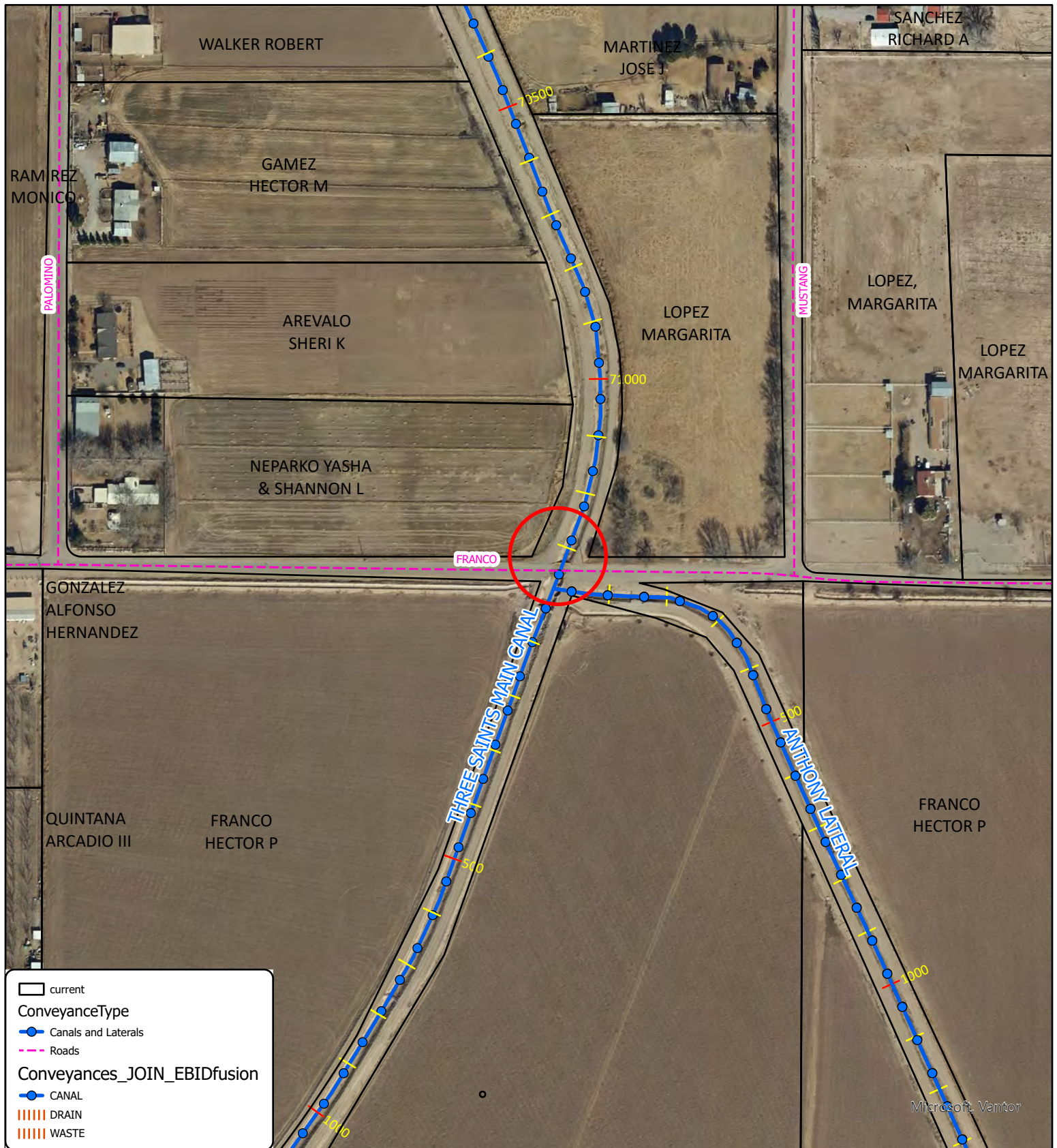
Approved by EBID Board of Directors

SIGNATURE/DATE:

Approved by EBID Engineer



2026-L-135
EXHIBIT A
NE1/4 NW1/4 NW1/4
SEC 33 T25S R3E
APPROX. EBID ROW 60'



2026-L-135
EXHIBIT B

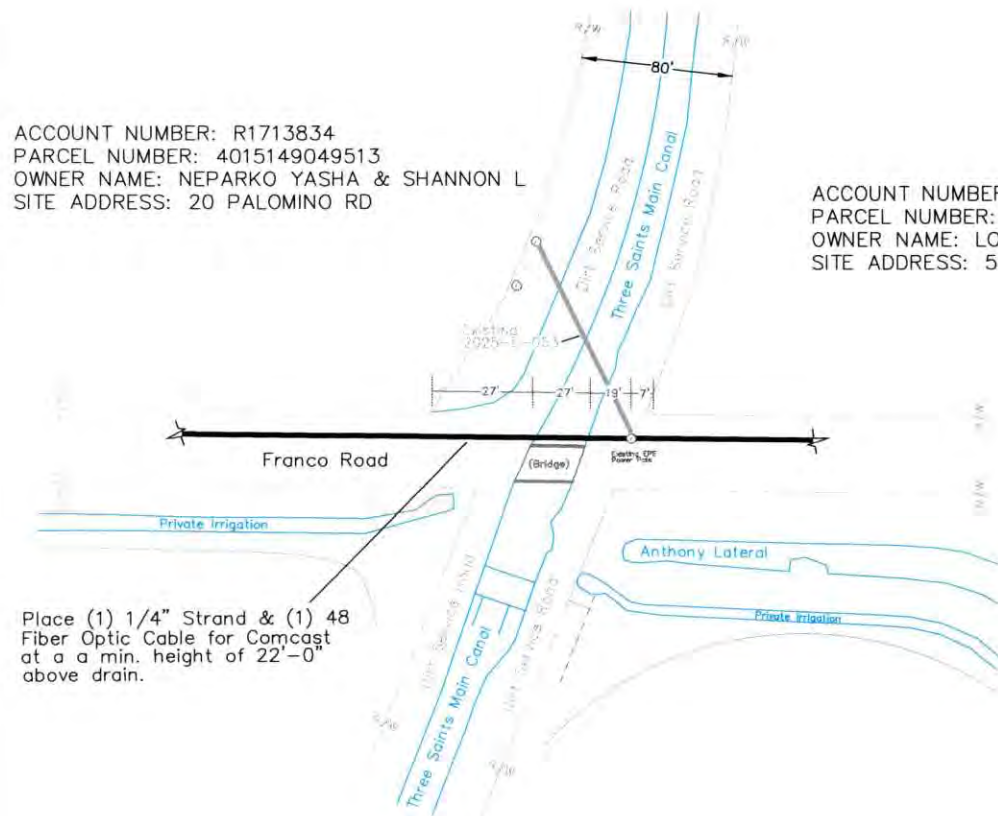
TO CONSTRUCT, OPERATE, AND MAINTAIN AN AERIAL FIBER OPTIC LINE
CROSSING THE THREE SAINTS MAIN CANAL AT APPROXIMATE STATION 713+78
EBID APPROX. ROW 60'

ACCOUNT NUMBER: R1713834
 PARCEL NUMBER: 4015149049513
 OWNER NAME: NEPARKO YASHA & SHANNON L
 SITE ADDRESS: 20 PALOMINO RD

ACCOUNT NUMBER: R1704175
 PARCEL NUMBER: 4015149110482
 OWNER NAME: LOPEZ MARGARITA
 SITE ADDRESS: 546 FRANCO RD

Note:

Contractor is responsible for providing Proof of Insurance to EBID and for Locating all existing Utilities at time of Construction. Utility & R/W Locations Shown on Map are Approximate Only taken from available Utility & Plat Maps and Utility Spots still visible in Field.



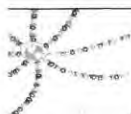
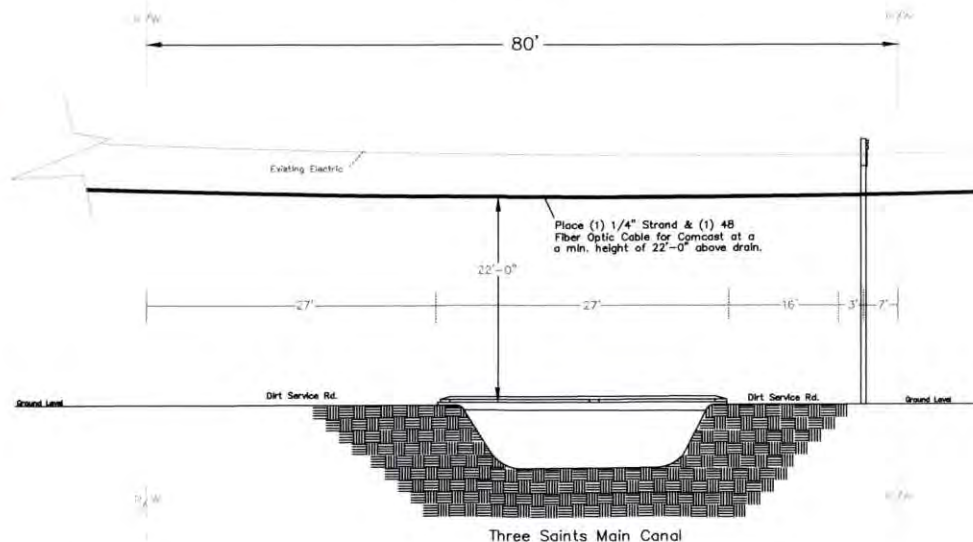
Place (1) 1/4" Strand & (1) 48 Fiber Optic Cable for Comcast at a min. height of 22'-0" above drain.

Note:

Contractor is responsible for providing Proof of Insurance to EBID and for Locating all existing Utilities at time of Construction. Utility & R/W Locations Shown on Map are Approximate Only taken from available Utility & Plat Maps and Utility Spots still visible in Field.

T25S R3E SEC. 28

Utility Profile
 Three Saints Main Canal
 Looking North At Crossing
 Not To Scale



Communication
 Network Solutions

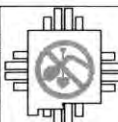
(505) 238-0404

DONA ANA COUNTY

Comcast

APPROVAL RECORD

DESIGNED	Y. HARRISON	07/06/28
CHECKED	Y. HARRISON	07/06/28
APPROVED	---	---
SCALE	NTS	---



NEW MEXICO
 ONE CALL
 SYSTEM, INC.
 CALL BEFORE
 YOU DIG! (505) 260-1990



JB2009455

JB Number: JB 2009455 EBID Drawing

FILE NAME

CONFIG. .DWG

DRAWING 1

OF 1

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Elephant Butte Irrigation District

Engineering Department

Phone: 575-526-6671

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

RIGHT OF USE LICENSE APPLICATION

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

Applicant's Name: _____

Business Name: _____

Mailing Address & Zip: _____

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

Type of Use (or Agreement)

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

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

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

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

EBID Facility: _____ Station ID _____

Nearest physical address (if different from above): _____

EBID Customer# _____ Parcel No. _____

Site Plan (plan view of construction/installation)

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

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

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

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

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

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

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

LICENSEE

SIGNATURE _____

TITLE _____

SIGNATURE _____

TITLE _____

DATE _____

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

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

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

THIS APPLICATION IS NOT A LICENSE

General Conditions

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

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

SECTION 3. Termination of the License:

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 9. Construction:

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

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

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

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

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

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

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

SECTION 11. Licensors' Right to Inspect:

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

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

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

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

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

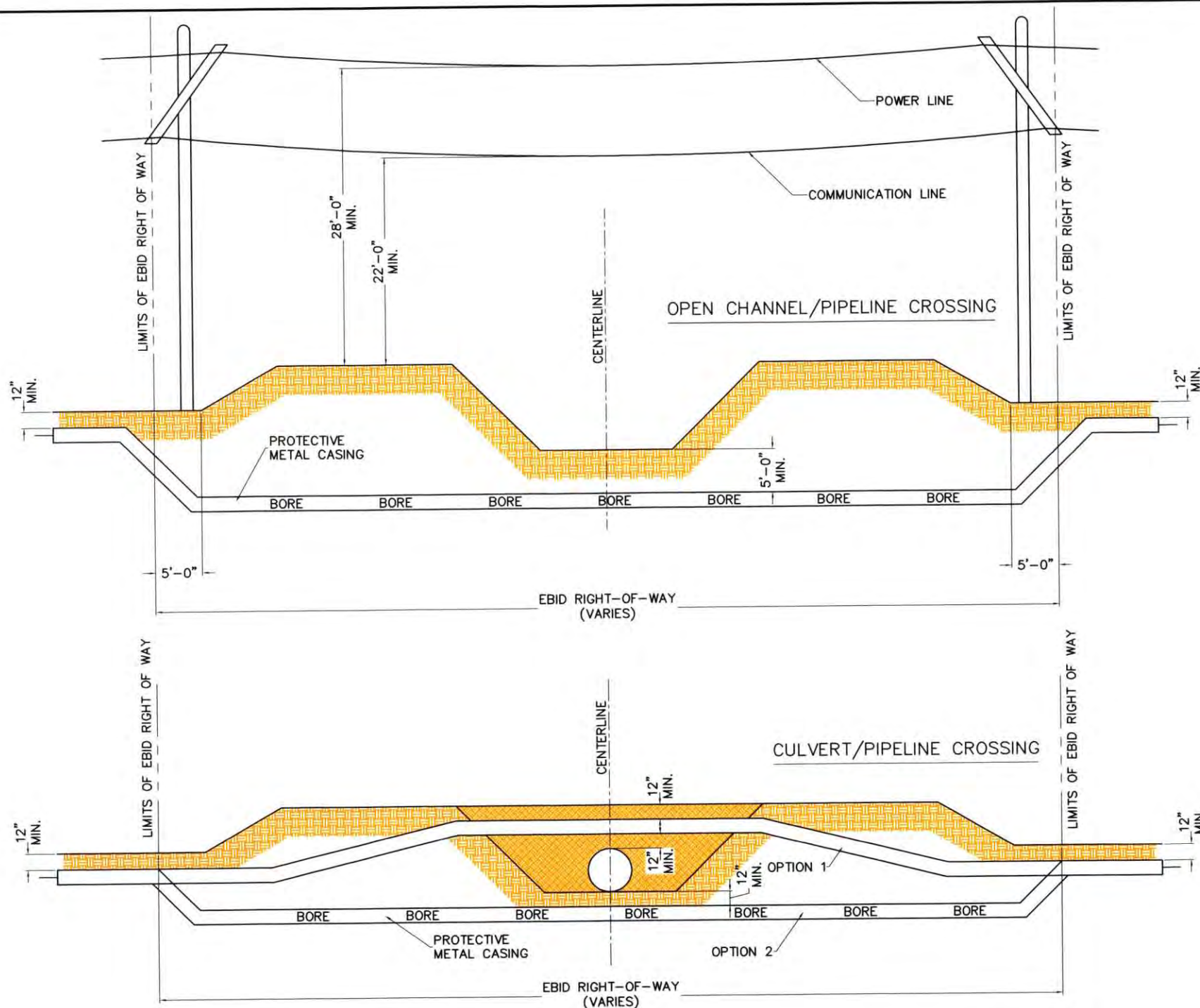
SECTION 15. Attorneys' Fees upon Default: If Licensee defaults in the timely performance of its obligations, under this license, the Licensors shall be entitled to recover all reasonable expenses and attorney's fees incurred by Licensors in enforcing its rights under the license including pre-suit fees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

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

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

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

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



NOTES:

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

D

SHEET 1 OF 1

ELEPHANT BUTTE IRRIGATION DISTRICT

REVISIONS

DATE	REMARKS

**UTILITIES CROSSING TYPICAL
EBID FACILITIES
DETAILS**

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

EBID



451

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 US Bureau of Reclamation, 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, or other written contract agreement. Permits and agreements are issued for terms of one (1) year and ten (10) years, depending on the type of use. Limited Use Permits are issued only for temporary uses, such as construction, special events, races, or film/photography projects, and are limited to a term of one year or less. 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 typically require at least 1 month for full approval and may take up to 2 months. Please plan accordingly and contact EBID's Engineering Department regarding applications as soon as possible. A summary of the procedures, guidelines, criteria for the issuance of licenses and permits, and where to find more information are described below.

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 structures
- 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

WHO MUST OBTAIN 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 EBID. The policy is available 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 following table. Applicants are advised to contact the EBID Engineering Department as soon as possible to obtain specific instructions regarding the right-of-use permit application.

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.

THE EBID PERMIT PROCESS

APPLICATION:	Applicants are required to submit a right-of-use permit application to EBID's District Engineer. The required application is available at EBID's Engineering Department and on the EBID website at 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, and relocations of irrigation facilities must be designed 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:	Application, design, and plans will be evaluated by the District Engineer and staff. When internal reviews are complete, the 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. The applicant does not need to be present, however, should questions arise during the meeting, the permit may be delayed until all questions and/or requirements are satisfied. The Board may approve, deny, or table the request. Special Conditions may be assigned at this time. The applicant will be notified in writing of the Board's decision.
FEES:	If the permit application is approved, the applicant will be invoiced for the fees assessed. The permit/license schedule is available at the 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, and/or appraisals.
Land Use Fee	Fair market value of the right and privilege requested for use of the EBID facilities. The Board may require a surety or performance bond, as well as insurance coverage and/or indemnification, as it deems 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:	Approved permits will be mailed to applicant as soon as possible following Board approval. Permits are not valid until fees have been paid, signed documents are returned to EBID, and the permit is signed by EBID officials. A copy will be returned to the applicant for their records.
CONSTRUCTION NOTICE:	New construction/installation must be completed within two years of approval. Construction and/or use cannot begin until permit is validated. The applicant 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 and may require additional inspections.
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 activities beginning and when finished.

**PROCEDURE FOR THE EBID BOARD OF DIRECTORS
WHEN SITTING AS A BOARD TO HEAR A
SUSPENSION AND TRANSFER APPLICATION(S)
2026-S&T-08 August 12, 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.

Exhibit A
Elephant Butte Irrigation District

WATER RIGHT "SUSPENSION FROM /TRANSFER TO PARCEL TRANSFER ON BOARD AGENDA: August 12 , 2026							
MOVE FROM:					MOVE TO:		PAGE 1
TRANSFER#	NAME	MAP-SERIAL	PARCEL	ACRES	NAME	MAP-SERIAL	PARCEL
2026-WT-009	Patricia Ann Smith	D-116B	1286300P	0.20	Nelson F & Carolyn Clayshulte	22-39, 40	609500P
2026-WT-009	Patricia Ann Smith	D-116A TR 2	1278350P	0.93	Nelson F & Carolyn Clayshulte	22-39, 40	609500P
2026-WT-010	Shane H Wallace, Tamara J Teal & Kristy M Aragon	12-26D	949300P	1.47	Salopek 6U Farms Inc	13-32A, 33B, 40A pt	864920P

TOTAL ACRES PAGE 1 2.60

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

RESOLUTION 2026-S&T-008

WATER SUSPENSION HEARING

August 12, 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 12th day of August 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 2.60 acres to EBID owned property.

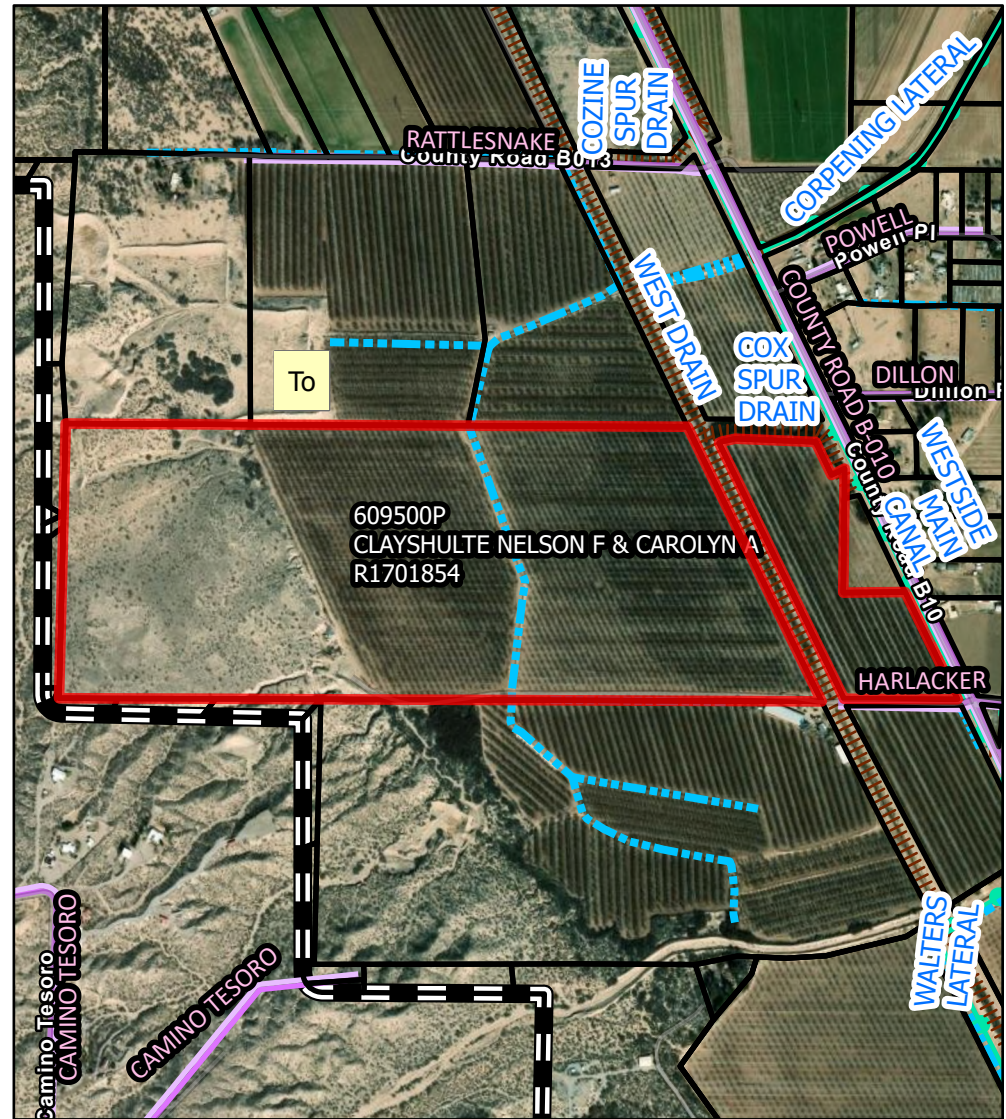
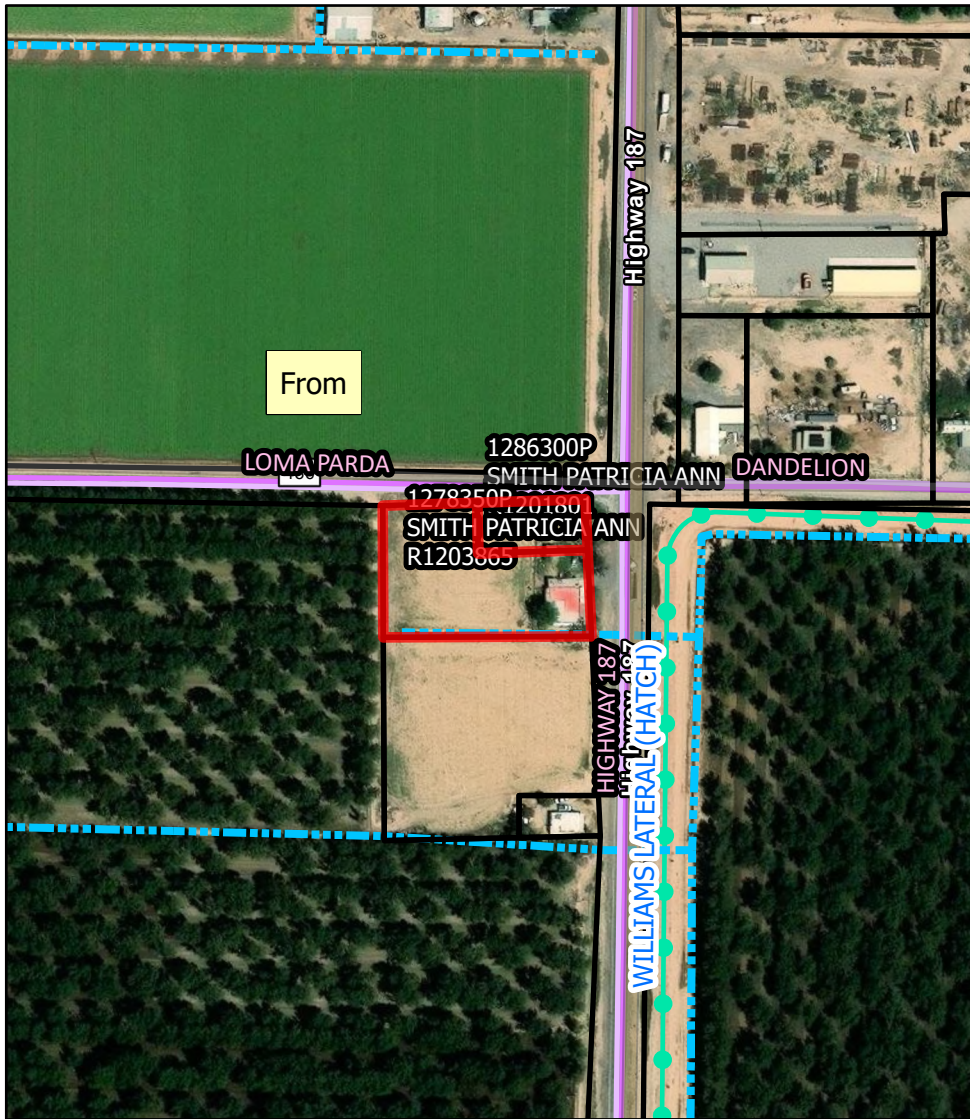
SUBJECT TO subsequent action and revision that may be taken by the District upon completion by the applicant of transfer of the project water rights with the stream adjudication court and further proceedings before the State Engineer with respect to the request to transfer and/or reclassification of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

DATED this 12th day of August 2026.

Rafael Roviroso, President

Randy Garay, Secretary

2026-WT-009 Smith to Clayshulte

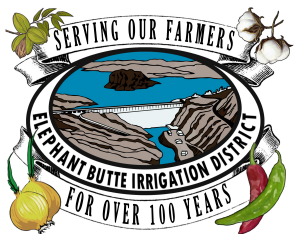
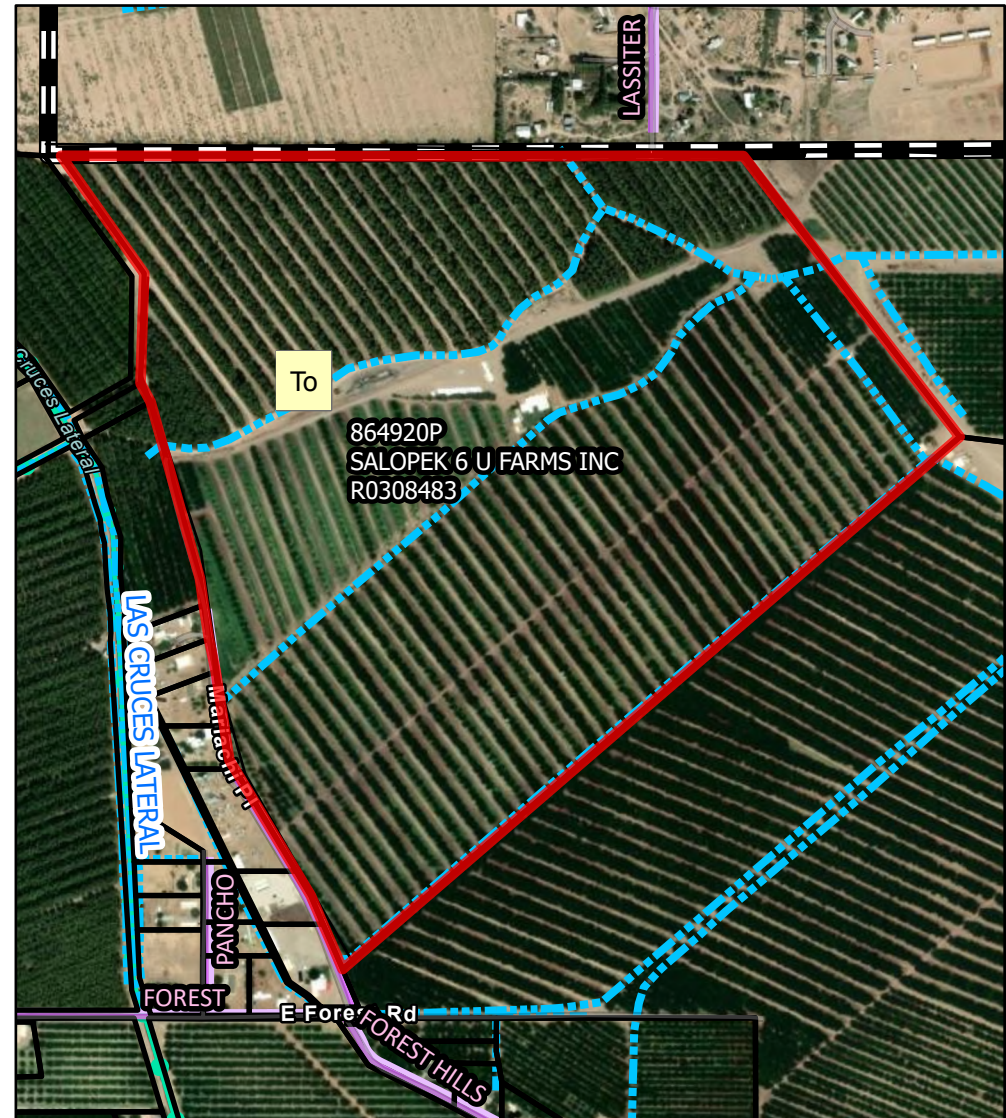


0 500 1,000 2,000 3,000 US Feet

FROM: Patricia Ann Smith
 Combined Gross - 1.21
 Combined WRA - 1.13
 If Approved Suspend - 1.13
 New WRA - 0

TO: Nelson F & Carolyn A Clayshulte
 GROSS - 109.22
 WRA - 70.77
 If Approved Transfer - 1.13
 New WRA - 71.90

2026-WT-010 Wallace, Teal & Aragon to Salopek 6U Farms Inc



0 470 940 1,880 2,820 US Feet

FROM: Shane Wallace, Tamara Teal & Kristy Aragon
 Gross - 1.47
 WRA - 1.47
 If Approved Suspend - 1.47
 New WRA - 0

TO - Salopek 6U Farms Inc
 GROSS - 188.90
 WRA - 167.07
 If Approved Transfer - 1.47
 New WRA - 168.54