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May 10, 2018

Honorable Michael J. Melloy  
Special Master  
Senior United States Circuit Judge  
111 Seventh Avenue S.E., Box 22  
Cedar Rapids, Iowa 52401

Dear Special Master Melloy,

New Mexico sends this letter in response to the May 8, 2018 letter sent by the State of Texas and the United States regarding your request that the parties submit the “Downstream Contracts” referred to in the Supreme Court’s March 5, 2018 opinion. New Mexico is authorized to report that the State of Colorado does not object to the proposal in this letter. Attached to Texas’ letter were copies of three contracts—an agreement dated November 9, 1937, between the United States and Elephant Butte Irrigation District in New Mexico, and another dated November 10, 1937, between the United States and El Paso County Water Improvement District No. 1 in Texas (the “1937 Contracts”) and an agreement dated February 9, 1938, between the two irrigation districts (the “1938 Contract”).

As the Texas letter states, New Mexico does not object to Texas transmitting these contracts to you, and agrees these contracts are encompassed by the Court’s definition of the term “Downstream Contracts.” Yet, New Mexico respectfully disagrees with Texas that these are the only contracts that should be considered part of the Downstream Contracts. The 1937 Contracts clearly state in Article 28 of each agreement that they are “supplemental to the [original] contract of June 27, 1906 as amended and supplemented, and it is agreed that the terms and conditions thereof shall remain unaffected by the provisions hereof, except as they are modified by said provisions.” The 1937 Contracts each define the term “contract of June 27, 1906 as amended and supplemented” in Article 2 to include a number of contracts concerning construction, operation, and repayment of the Project. The 1937 Contracts then purport to amend provisions of these various agreements.

Because the 1937 Contracts specifically incorporate prior relevant agreements, New Mexico respectfully disagrees with Texas and the United States that the contract of June 27, 1906 as amended and supplemented was superseded by the 1937 Contracts. On the contrary, neither the 1937 Contracts, nor the 1938 contract, can properly be understood without reference to the earlier agreements the 1937 Contracts specifically amend and supplement.

Honorable Michael J. Melloy  
May 10, 2018  
Page 2

For these reasons, New Mexico submits the attached copies of the documents in its possession comprising the contract of June 27, 1906 as amended and supplemented as additional "Downstream Contracts." Some agreements between the United States and Texas entities are not within our possession. Texas or the United States should be able to provide you with copies of these. New Mexico also acknowledges that some of the attached copies are of poor quality. New Mexico will attempt to locate better copies of these agreements and requests that other parties who possess copies of these agreements do so as well.

Thank you for your time and attention to this matter. Should you have any questions or concerns, please let me know.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Marcus J. Rael, Jr.", with a large, stylized flourish at the end.

Marcus J. Rael, Jr.

MJR/cts  
cc: Service List

THESE ARTICLES OF AGREEMENT, made and entered into this 27th day of June, 1906, by and between the United States of America, acting in his behalf by Jesse E. Wilson, Acting Secretary of the Interior, party of the first part, and the Elephant Butte Water Users' Association of New Mexico, a corporation duly organized and existing under the laws of the Territory of New Mexico, and the El Paso Valley Water Users' Association, a corporation duly organized and existing under the laws of the Territory of Arizona, parties of the second part, their successors and assigns,

WITNESSETH, That whereas the Elephant Butte Water Users' Association of New Mexico is a corporation organized and existing under the laws of the Territory of New Mexico, and the El Paso Valley Water Users' Association is a corporation organized and existing under the laws of the Territory of Arizona, for the purposes mentioned in their articles of incorporation and by-laws, copies of which are appended to this agreement and are, for every purpose of the interpretation, construction and consideration of this agreement and of the rights of the parties hereunder, to be deemed, held, read and considered as if fully written out or printed herein, and deemed a part hereof; and

Whereas, the lands embraced within the area proposed to be irrigated, as described in said articles of incorporation or by-laws, are naturally desert and arid and incapable of proper cultivation without irrigation, and will to a greater or less extent remain unclaimed, unfit for habitation, and uncultivated, in which condition they, or a great part thereof, now are, unless the waters of the Rio Grande in New Mexico, and its tributaries, be impounded and the flow thereof otherwise regulated and controlled, and,

Whereas, the said Secretary of the Interior contemplates the construction of certain irrigation works under the provisions of an Act of Congress entitled, "An Act appropriating the receipts from

the sale and disposal of public lands in certain States and Territories to the construction of irrigation works for the reclamation of arid lands", approved June 17, 1902, for the irrigation and reclamation of the lands described in the said articles of by-laws; and,

Whereas, the incorporators and shareholders of said Elephant Butte Water Users' Association of New Mexico, and El Paso Valley Water Users' Association are, and under the provisions of their articles of incorporation must be, owners and occupants of land in said area, and in some cases are appropriators water for the irrigation thereof, and in addition thereto such incorporators and shareholders and their successors or assigns must initiate rights to the use of water from the said proposed irrigation works, to be constructed by the said Secretary of the Interior as soon as such rights may be initiated, and thereafter complete the acquisition thereof in the manner and upon the terms and conditions to be prescribed therefor by the Secretary of the Interior, which rights shall be, and thereafter continue to be, forever appurtenant to designated lands owned by such shareholders; and,

Whereas, neither the relative priority nor the extent of the individual appropriations of such water heretofore made by said incorporators and shareholders for the lands described in said articles or by-laws, and which are now vested rights, have been ascertained or determined, but said incorporators and shareholders have agreed, among themselves, by the terms and provisions of said articles of incorporation and by-laws, upon the rules and principles by and upon which the relative priority and the extent of their several appropriations and vested rights to the use of such waters shall be determined:

Now therefore, it is agreed and understood by and between the parties hereto,

1. That if the Secretary of the Interior shall authorize and cause the construction of said irrigation works, the said associations will take prompt actions to secure the determination by the courts of the relative rights of their shareholders to the use of water for said lands, and that in the determination of such rights and of their respective rights to the use of water required under said Act of Congress, the rules and principles set out in said articles of incorporation and by-laws, for such determination, shall be deemed the established rules and principles for that purpose.

2. That only those who are or who may become members of said associations, under the provisions of their articles of incorporation and by-laws, shall be accepted as applicants for rights to the use of water available by means of said proposed irrigation works.

3. That the aggregate amount of such rights to be issued shall, in no event, exceed the number of acres of land capable of irrigation by the total amount of water available for the purpose, being (1) the amount now appropriated by the shareholders for said associations, and (2) the amount to be delivered from all sources in excess of the water now appropriated; and that the Secretary of the Interior shall determine the number of acres so capable of such irrigation as aforesaid, his determination to be made upon due and expert consideration of all available data, and to be based upon, and measured and limited by the beneficial use of water.

4. That the payments for the water rights to be issued to the shareholders of said associations under the provisions of said Act of Congress, shall be divided into not less than ten equal annual payments, the first of which shall be payable when the water is first delivered from said works, or within a reasonable time thereafter,

and after due notice thereof by the Secretary of the Interior to the associations, and that the cost of said proposed irrigation works shall be apportioned equally per acre among those acquiring such rights.

Provided, that the charges apportioned under the integral part of the said irrigation works, known as the Leasburg Diversion Dam and Canal, the construction of which is now proposed, shall be paid in ten equal annual installments, upon the terms herein specified.

Provided further, that in the assessment of the charges under the main Rio Grande Project, when constructed, the Secretary of the Interior shall apportion equitably the charges therefore against the land irrigated under the Leasburg Diversion Dam and Canal, due allowance being made for the charges already paid under this agreement.

5. That the said Water Users' Association hereby guarantee the payments for that part of the cost of the irrigation works which shall be apportioned by the Secretary of the Interior to their shareholders, and will promptly levy calls or assessments therefore and for the cost of maintenance and operation, as may be assessed from year to year by the Secretary of the Interior, and collect or require prompt payment thereof in such manner as the Secretary of the Interior may direct; that they will promptly pay the sums collected by them to the receivers of the local land offices for the districts in which said lands are situated; that they will promptly employ the means provided and authorized by the said articles of incorporation and by-laws for the enforcement of such collections, and will not change, alter or amend their articles of incorporation or by-laws in any manner whereby such means of collection, or the lien given to them by the shareholders to secure the payment thereof, or of any assessment contemplated or authorized thereby, shall be impaired, diminished or rendered less effective, without the consent of the Secretary of the Interior.

6. That the United States shall in no manner be responsible for the sums collected by said associations until they have been paid into the hands of the receiver of the local land office, as provided by the law, and in accordance with such regulations as may be prescribed by the Secretary of the Interior.

7. That for the purpose of enforcing said collections the associations will adopt and enforce proper by-laws, subject to the approval of the Secretary of the Interior, and not change them so as to in anywise impair their efficiency for said purpose, and will otherwise do any and all things they are authorized and empowered to do in the premises.

8. That the associations will adopt and enforce such rules and regulations as they are authorized by their articles of incorporation and by-laws to adopt and enforce, concerning the use of water by their shareholders and concerning the administration of the affairs of the associations, to effectually carry out and promote the purposes of their organization, within the provisions of said articles of incorporation and by-laws, which rules and regulations shall be subject to the approval of the Secretary of the Interior, and that if the associations fail to make and adopt such rules and regulations, then the Secretary of the Interior may prescribe them; but in such event the Secretary of the Interior shall impose no rule or regulation interfering with any vested right of the shareholders of the associations, as defined or modified by said articles of incorporation and by-laws.

9. That persons who are not now members of the associations, but who may be the owners or occupants of land to be irrigated, as described their articles of incorporation or by-laws, or of added lands as therein provided for and to whom rights to the use of water from the proposed irrigation works may be issued by the United States, may at the designation of the Secretary of the Interior, become

members of the associations upon subscribing to the stock thereof and upon compliance with the other conditions prescribed for such membership.

10. That in all the relations between the United States and these associations and the members of the associations, the rights of the members of the associations to the use of water where the same have vested, are to be defined, determined and enjoyed in accordance with the provisions of the said Act of Congress and of other Acts of Congress on the subject of the acquisition and enjoyment of the rights to use water; and also by the laws of New Mexico and Arizona, where not inconsistent therewith, modified, if modified at all, by the provisions of the articles of incorporation and by-laws of said associations.

11. That nothing contained in this agreement, or to be implied from the fact of its execution, shall be construed, held or deemed to be an approval by the Secretary of the Interior, nor an adoption by him of the articles of incorporation or by-laws of said associations in all their details as the form of organization of water users, contemplated and authorized by Section 6 of the said Act of Congress of June 17, 1902; but such approval and adoption is expressly reserved until the conditions prescribed in said Act, authorizing such approval and adoption shall have arisen; and that when the Secretary of the Interior shall make, approve and promulgate rules and regulations for the administration of the water to be supplied from said proposed irrigation works, such rules and regulations and such modifications thereof as the Secretary may, from time to time, approve and promulgate, shall be deemed and held to be obligatory upon these associations as fully and completely, and to every intent and purpose as if they were now made, approved, promulgated, and written out in



ful in this agreement, and the same are to be so read and construed.

12. It is further understood and agreed that the charges apportioned by the Secretary of the Interior for the construction of the Leasburg Diversion Dam and Canal against the lands irrigated thereunder, shall be upon the basis of the water available from the natural flow of the Rio Grande at said Dam.

IN WITNESS WHEREOF, the undersigned have hereunto subscribed their names and affixed their seals the day and year first herein written.

(Signed) Jesse E. Wilson  
Acting Secretary of the Interior  
For and on behalf of the United  
States of America,  
PARTY OF THE FIRST PART.

Elephant Butte Water Users' Association of New Mexico,

By (Signed) H. B. Holt  
President

Attest: (Signed) N. C. Frenger  
Secretary

El Paso Valley Water Users' Association,

By (Signed) A. Courchesne  
President

Attest: (Signed) F. Martinez  
Secretary

PARTIES OF THE SECOND PART

DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
RIO GRANDE IRRIGATION PROJECT

C O N T R A C T

Dated July 6, 1917

Between

THE UNITED STATES OF AMERICA

and

THE ELEPHANT BUTTE WATER USERS ASSOCIATION

Advancement of Funds for Drainage Construction

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE  
RIO GRANDE PROJECT, NEW MEXICO - TEXAS

THIS AGREEMENT, made this sixth day of July nineteen hundred and seventeen in pursuance of the act of June 1, 1902, (32 Stat. 388), between THE UNITED STATES OF AMERICA, hereafter styled the United States, by L. M. Lawson, Project Manager, United States Reclamation Service, thereunto duly authorized, and subject to the approval of the Director of the United States Reclamation Service, and the Elephant Butte Water Users' Association, a corporation duly organized and existing under the laws of the State of New Mexico, hereinafter styled Contractor, its successors, and assigns,

WHEREAS, the Contractor desires to obtain the contraction of a drainage system to relieve the waterlogged condition of the lands within the proposed boundaries of an irrigation district to be formed in the Mesilla Valley in the Rio Grande project in New Mexico; and

WHEREAS, The Sundry Civil Appropriation Act approved June 12, 1917 provides funds for construction work upon the Rio Grande project in New Mexico, to be used for drainage purposes only in irrigation districts formed under State laws and upon execution of agreements for the repayment to the United States of all project investments; and

WHEREAS, The formation of an irrigation district is being undertaken, and, pending the consummation of organization and the execution of contract as aforesaid, the contractor desires that drainage work continue,

NOW, THEREFORE, In consideration of the premises it is agreed as

as follows:

ARTICLE 1. The contractor will provide and deliver funds to the project manager of the United States Reclamation Service for the continuation of drainage work, in accordance with plans heretofore formulated, until such time as an irrigation district shall be formed and make appropriate contract with the United States as required by law for such portion of the Rio Grande project as may be incorporated within the district boundaries. Said funds shall be provided and delivered in accordance with the needs of the work as may be most convenient to the contractor, provided that funds at all times shall be in the hands of the agents of the United States for not less than one week's work in advance, until contract be made and approved with said irrigation district, whereupon drainage work thereafter will be financed by the United States by means of the funds provided by the United States under the said Sundry Civil Appropriation Act, and pursuant to contract with the district so to be executed.

ARTICLE 2. Within a reasonable time after the execution of contract as aforesaid with such irrigation district, the United States will reimburse the contractor without interest for sums advanced by him pursuant to Article 1 hereof, Provided that in the event that such contract be not entered into and approved before May 1, 1918, no obligation shall rest upon the United States to make such reimbursement, unless the said termination date be expressly extended.

ARTICLE 3. The drainage operations herein referred to relate to a continuation by the Contractor of the work now being done by the United States, as a matter of convenience, by means of the Government organization

pending the execution of said contract.

Upon reimbursement of the moneys advanced by the contractor pursuant to Article 1, the contractor agrees to assign to the United States all its interest in drainage works constructed during the period beginning July 1, 1917, and terminating with the execution of the contract on the part of the irrigation district as aforesaid, and reasonable time thereafter for making the necessary arrangements.

ARTICLE 4. Where the operations of this contract extend beyond the current fiscal year it is understood that the contractor is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the contractor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

ARTICLE 5. No interest in this agreement shall be transferred to any other party, and any such transfer shall cause annulment of the contract so far as the United States is concerned; all rights of action, however, for breach of this contract are reserved to the United States, as provided by Section 3737, Revised Statutes of the United States.

Article 6. It is further stipulated and agreed that in the performance of this contract no persons shall be employed who are undergoing sentences of imprisonment at hard labor which have been imposed by courts of the several states or territories or municipalities having criminal jurisdiction.

ARTICLE 7. No member of or Delegate to congress, or Resident Commissioner, after his election or appointment to either before or after he has qualified and during his continuance in office, and no officer,

agent, or employee of the Government, shall be admitted to any share or part of this contract, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in Section 116 of the act of Congress, approved March 4, 1909 (35 Stat. U., 1109).

IN WITNESS WHEREOF the parties have hereto signed their names the day and year first above written.

THE UNITED STATES OF AMERICA

By: L. M. Lawson,

Project Manager, U.S.R.S.

ELMHART BUTTE WATER USERS' ASSOCIATION

By: Albert S. Eylar, President  
Contractor,

P.O. Address --- La Mesa, New Mexico.

Approved

Morris Bien, Acting Director.

(Date) July 20, 1917.

DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
RIO GRANDE PROJECT - NEW MEXICO - TEXAS

C O N T R A C T

Dated June 18, 1918 -

between

THE UNITED STATES OF AMERICA

and

THE ELBERTA BUTTE IRRIGATION DISTRICT

For Repayment of Construction

and

Operation and Maintenance Charges.

Note

See Sperry v. The Elberta Butte Irrigation  
District Supreme Court of New Mexico,  
870 Pac. 600, in which decision the above  
named contract is considered by the court.

THIS AGREEMENT, made this the 15th day of June 1918, by and between the UNITED STATES OF AMERICA, by Alexander T. Vogelzang, Acting Secretary of the Interior, under the provisions of the Act of Congress approved June 17, 1902 (32 Stat., 388) and acts amendatory thereof and supplementary thereto, all known and referred to as the Reclamation law; the ELEPHANT BUTTE IRRIGATION DISTRICT, a public corporation, duly formed under the laws of the State of New Mexico, having its principal place of business at Las Cruces, Dona Ana County, New Mexico, hereinafter styled the "District," and the ELEPHANT BUTTE WATER USERS' ASSOCIATION, of New Mexico, a private corporation, hereinafter styled the "Association";

WITNESSETH: That

WHEREAS, the Association executed contract with the United States dated the 27th day of June, 1906, whereby the Association agreed to pay for that part of the cost of the irrigation works of the Rio Grande Project which should be apportioned by the Secretary of the Interior, hereinafter styled the "Secretary", to the shareholders of the Association, and it is now the desire of the said shareholders that the Association be dissolved and that appropriate arrangements be made between the said District and the United States; and

NOW THEREFORE, in consideration of the covenants herein contained it is agreed between the parties as follows:

ARTICLE 1, The United States will expend, in addition to the sum of \$63,616.00 heretofore expended, the sum of one million four hundred thousand dollars (\$1,400,000.00).



(which includes the sum of \$100,000.00 for flood protection, of drainage works for the lands of the District, subject always, however, to appropriation being made therefor by Congress. It is understood to be the desire of the District that in the expenditure of the moneys for drainage purposes the agents of the United States shall avail themselves of all the information as to subsurface formation and conditions to be obtained as the work shall progress. to the end that the drainage system may be built in an efficient manner; and that therefore it is not to the interest of the landowners of the District that the approximate dimensions or alignment of drainage canals and ditches be prescribed in advance of the progress actual construction work. When the sum herein stated has been expended the United States shall be under no further obligation to make expenditures for the purposes specified in this article.

ARTICLE 2. The United States will, in addition to the sum agreed to be expended under Article 1, and in addition to the sums heretofore expended, expend the sum of one million, eight hundred and four thousand dollars (\$1,804,000.00), or such part thereof as may be necessary, in the modification and extension of the system for the distribution and delivery of water for the irrigation of the irrigable lands of the District, subject, always, however, to appropriation therefor being made by Congress and contingent moreover upon the acquisition of the necessary property and rights therefor. When the sum herein stated has been expended

the United States shall be under no further obligation to make expenditures for the purposes specified in this article.

For reimbursing the United States for any work done on the lateral system, the District may collect either from the lands of the District as a whole, or it may, in the discretion of the Directors of said District, and in so far as authorized by law, collect the necessary funds from the unit of the project, or the tract or tracts of land within said District for the benefit of which said works are constructed. The lateral system as here defined is understood to comprise the whole of the distribution system for the District, except the Mesialla Diversion Dam, the West Side Canal, the East Side Canal, the Leasburg Canal and Diversion Dam, the Percha Dam, the Arrey Canal, the Garfield Canal, the Hatch Canal, the Rincon Canal, the Picacho Canal, and all siphons, flumes and other necessary works and facilities connected with and used as a part of said diversion dams and canals; and any and all other main canals of similar character and purpose which may be hereafter constructed within said District, PROVIDED, that nothing herein contained shall be construed as in any wise releasing said District as a whole from its liability for payment to the United States for any and all work done under the terms of this article.

ARTICLE 3. All work done under this contract shall be in accordance with plans and specifications to be approved by the Chief Engineer of the U. S. Reclamation Service.

ARTICLE 4. The Secretary of the Interior hereby signi-

files his approval of the plans of the District in compliance with the provisions of the Act of Congress approved August 11, 1916 entitled "An Act to Promote Reclamation of Arid Lands," and hereby designates all public lands situated within the District as subject to the provisions of this said Act of Congress.

ARTICLE 5. The United States will continue the operations and maintenance of the project including said irrigation and drainage systems until otherwise provided by contract after vote by the electorate of the District, or until the payments required by the reclamation law are made for the major portion of the lands irrigated from the project works, subject, however, to appropriation for such maintenance and operation work being made by Congress.

ARTICLE 6. The United States will divert and carry through the canals and distribution system of the Rio Grande Project in New Mexico water for the irrigation of District lands, and maintain the project works at an annual rental charge equal to the cost of operation and maintenance of the irrigation and drainage systems, plus 10%. The District will also pay an aggregate annual storage water rental charge equal in amount to fifty cents (50¢) per acre for the total area within the District actually irrigated whether or not stored water is used. Such rental charges shall be payable annually to the United States on such date as may be fixed by the Secretary of the Interior. The water shall be diverted and distributed in such manner as may be hereafter arranged

between the Board of Directors of said District and the United States. The aforesaid rental charges shall be payable annually for the lands of the District until the time specified by the Secretary in pursuance of Article seven, for beginning the payment of the construction charge and thereafter the said rental charges shall apply only to the lands not designated by the Secretary in pursuance of Article seven. The District hereby assumes liability for all charges for rental of water due from land within the district to the United States for irrigation seasons prior to 1918 and will pay to the United States the sums so delinquent.

Any excess of moneys heretofore or hereafter collected and paid for the purposes of this Article remaining after meeting the actual cost of operation and maintenance and said delinquent water rental charges shall be applied as a credit on the construction cost.

ARTICLE 7. From time to time as the Secretary of the Interior may determine that specified areas of irrigable district lands, not necessarily contiguous, should commence payment of the construction charge for said irrigation works, he shall render a statement to such effect to the District, designating the areas of said district lands, and shall state the amount of the construction charge payable for such designated areas, and the

District will pay the construction charge for said works in installments of the same percentages and subject to the penalties of the same amounts and terms as specified in Sections 2 and 3 of the Reclamation Extension Act approved August 13, 1914, Such installments shall be due on such annual date as may be specified in said statement conformable to the state laws. The installments may, however, be divided and become payable ~~XXXXXX~~ semi-annually by contract between the Secretary and the District.

ARTICLE 8. The irrigable lands in New Mexico and in Texas under the Rio Grande Project shall contribute by way of reimbursement to the United States for the cost of construction, other than drainage and lateral system as defined in Article 2 hereof, in amounts based upon the same rate per irrigable acre, and the total thus paid shall equal the entire cost of the works as determined by the Secretary.

In addition to any and all other remedies available to the United States to secure payment of any amount due, the United States shall have the right to shut off water from and refuse to deliver water to the district or any of the lands within the District, until all instalments due and unpaid, together with accrued penalties, are fully paid.

ARTICLE 9. That upon the expanditure for drainage of said sum provided in Article one, or such part thereof as may be found necessary by the Secretary, he shall, when he deems it advisable, render to the District a statement of the total sum which has been expended in the construction of drainage works for

district lands, and thereupon said sum shall become due to the United States and payment shall be made in the manner designated by the Secretary in pursuance of the provisions of Article seven and eight hereof; and assessments and levies to meet the said drainage payments shall be made by the District in proportion to drainage benefits as required by the laws of New Mexico.

ARTICLE 10. The District hereby assumes the liability for the reimbursement to the United States of that part of the aggregate cost of the irrigation and drainage works heretofore constructed and which may be hereafter constructed, which shall be apportioned by the Secretary to the irrigable lands of the District in the manner outlined in Article eight hereof; and the District agrees to pay the same and each installment thereof, The total liability of the District hereunder, however, for irrigation and drainage construction purposes, exclusive of rentals, operation and maintenance charges and penalties, shall in no case exceed the aggregate sum of six million, five hundred and thirty thousand dollars (\$6,530,000.00).

ARTICLE 11. After rendering any statement under Article seven hereof, the Secretary will, from time to time, announce the rates for operation and maintenance due from the District for water for lands designated by said statement, which rates shall be established in the same manner as provided in Sections five and six of the aforesaid Reclamation Extension Act; and the District agrees to pay the United States the amounts due for said areas in the same manner as provided by said Sections five and six,

ARTICLE 12. Until all amounts payable to the United States for the construction of the works of the Irrigation and drainage of district lands have been fully paid and discharged, there is reserved to the Secretary, the right to make reasonable rules and regulations and to modify the same in his discretion, not however, contrary to this contract, but to the end that the true intent of the law and of this contract shall be carried into effect and the District agrees to use its powers for the purpose of carrying out such rules and regulations and the purposes of this contract. The proper officials of the District shall have full and free access to the project books and official records of the United States Reclamation Service relative to the costs of the construction and operation and maintenance of the works constructed by the United States with the right at any time during office hours to make copies of and from the same. The representatives of the United States shall have the same right in respect to the like books and records of the District.

ARTICLE 13. The Secretary, in his discretion, if he deem lands within the District temporarily incapable of successful cultivation on account of seepage, alkaline or other conditions, may notify the District that it will be relieved from payment of the amounts payable or a part thereof, on account of such lands for a specified period or until further notice, whereupon the District shall exempt from assessment and levy the lands as specified during the period named. Nothing in this article, however, shall be deemed to relieve the District or individual landowners from any reasonable responsibility for improving drainage

conditions and for using reasonable economy in the use of water.

If the Secretary of the Interior shall deem any lands of the project permanently insusceptible of reclamation on account of seepage or other conditions, he may in his discretion contract with the District for the severance of the water rights from such lands and for their becoming appurtenant to other lands within or without the District or to lands which by appropriate proceedings are brought within the District. Nothing in this article contained, however, shall be deemed to release the district from its liability for the reimbursement of the reclamation fund for the cost of the project works, but if transfers of water right be made to lands without the district, as in this article provided, and the United States shall thereby be satisfactorily secured for proportionate reimbursement the obligation of the district shall be reduced to the same extent.

ARTICLE 14. The Association and the United States agree that as soon as the affairs of the Association will permit they will execute the necessary instruments of release of all the ~~XXX~~ lands in Dona Ana and Sierra Counties, New Mexico, from the liens existing under subscriptions to stock to said association, and upon the execution and filing of said instruments of release the United States will assent to the dissolution of said Association.

ARTICLE 15. The District agrees to assume the liabilities of the Association upon obtaining an assignment of the latter's assets.

ARTICLE 16. The District shall as early as practicable commence and prosecute to decree proceedings in confirmation of the



authorization of this contract and in the event that this contract be not confirmed by court of competent jurisdiction within a year from its date, or within such further period as may be named by the Secretary, the same shall not be binding upon the parties hereto.

ARTICLE 17. No member of or delegate to Congress, or Resident Commissioner, after his election or appointment or either before or after he has qualified and during his continuance in office, shall be admitted to any share or part of this contract or agreement, or to any benefit or arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in Section 116 of the Acts of Congress approved March 4, 1909 (33 Stat., 1109).

IN WITNESS WHEREOF, this contract has been executed on behalf of the parties hereto and certified copies of resolutions of the boards of directors of the District and the Association hereto attached and the respective seals of the said corporation hereto affixed.

THE UNITED STATES OF AMERICA

BY Alexander T. Vogelsang  
Acting Secretary of the Interior,

THE ELEPHANT BUTTE WATER USERS' ASS'N

BY ALBERT T. EYLER  
President,

THE ELEPHANT BUTTE IRRIGATION DISTRICT

By Albert T. Eyer, President

(Seal)

ATTEST:

S. G. Kilgore  
Secretary.

FIO GRAYNE PROJECT

CONTRACT

CONTRACT NO. 11, 1919

TERRELL BUTTE IRRIGATION DIST.

Original to Auditor, 11/15/19

Director

Copy to Bureau Office, \_\_\_\_\_

By: Door notified, 11/11/19

CONTRACT (Disbursement) 6-4224

Form 7-524 Form approved by the Secretary of the Interior September 13, 1915 (Reprint July, 1919)

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico-Texas

THIS AGREEMENT, made this 11th day of October, nineteen hundred and Nineteen, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof and supplementary thereto, between THE UNITED STATES OF AMERICA hereinafter styled the United States, by E. M. Johnson, Project Manager

United States Reclamation Service, thereunto duly authorized, and subject to the approval of the proper supervisory officer of the United States Reclamation Service, and Alonzo J. Hutto Irrigation District, a Corporation duly organized and existing under the laws of the State of New Mexico

hereinafter styled Contractor, its heirs, administrators, successors, and assigns.

WITNESSETH: That the parties hereto have agreed that—

WHEREAS

1. WHEREAS, there are not available sufficient funds for financing the drainage operations on the Rio Grande Project in New Mexico, during the fiscal year 1920; and

2. WHEREAS, because of the crying need for drainage by reason of the spongy condition of the lands of said project in New Mexico, the Contractor desires that the drainage work shall proceed in accordance with the plans heretofore laid out and with the full utilization of the equipment now available on the project for said work, so far as this may be done.

3. NOW THEREFORE, in consideration of the premises it is agreed as follows:

The Contractor will provide and advance to the Project Manager of said project, funds to the extent of Sixty Thousand dollars (\$60,000) to be utilized in drainage work for the benefit of lands within the boundaries of said district, in accordance with the plans heretofore formulated. Said funds shall be provided and delivered in accordance with the needs of the work, so far as convenient to the Contractor; provided, that funds shall at all times be in the hands of the agents of the United States sufficient in

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amount to finance operations for not less than thirty days in advance, until the sum hereinafore mentioned shall have been delivered.

4. If Congress should by proper legislation provide sufficient funds for conducting operations on said project for the Fiscal year 1920, in accordance with the plans heretofore formulated, the amount so provided and advanced by the Contractor hereunder shall be reimbursed without interest, by the United States within a reasonable time after the passage of such legislation and the date when the funds become available for such reimbursement to the contractor. Should Congress at any time hereafter provide funds for the reimbursement of the amount so advanced by the Contractor appropriate refund, without interest, shall be made within a reasonable time after the funds shall become available for that purpose.

5. In case Congress, before the sum hereinafore stipulated shall have been provided and delivered by the Contractor, provide sufficient funds for financing operations in accordance with plans heretofore formulated, no further amount shall be thereafter advanced and appropriate refund shall be made of the sum already advanced as herein provided.

6. Upon reimbursement of the moneys advanced as in this contract provided, the Contractor agrees to assign to the United States all right, title and interest in and to the drainage works constructed during the period the funds so advanced have been employed, and to release the United States from any and all claims in any wise connected with, or growing out of the advance of said funds.

7. All of the moneys refunded to the contractor by the United States, as herein provided, shall become part of the indebtedness of the contractor assumed by agreement between the United States, the Elephant Butte Irrigation District and the Elephant Butte Water Users' Association dated June 15, 1911, and reimbursement of the said sums shall be made to the United States in accordance therewith.

8. The contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the United States, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid: *Provided, however,* It is understood that this covenant does not apply to the selling of goods through a bona fide commercial representative employed by the contractor in the regular course of his business in dealing with customers other than the Government and whose compensation is paid, in whole or in part, by commissions on sales made, nor to the selling of goods through established commercial or selling agents or agencies regularly engaged in selling such goods.

9. ~~When the operations of this contract extend beyond the current fiscal year it is understood that~~ the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the contractor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

~~For and in consideration of the faithful performance of this contract, the Contractor shall be paid~~

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of the contract so far as the United States is concerned; all rights of action, however, for breach of this contract are reserved to the United States, as provided by section 3737, Revised Statutes of the United States.

It is further stipulated and agreed that in the performance of this contract no persons shall be employed who are undergoing sentences of imprisonment at hard labor which have been imposed by courts of the several State or Territories or municipalities having criminal jurisdiction.

No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment and either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government, shall be admitted to any share or part of this contract or agreement, or any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such corporation or company, as provided in section 116 of the act of Congress approved March 4, 1909 (35 Stat., 1109).

WITNESS WHEREOF the parties have hereto signed their names the day and year first above written

THE UNITED STATES OF AMERICA,

By L. M. LAUGHON

Project Manager, U. S. R. S.

Attest:

J. H. Evans  
Secretary

BERNARD BUTTE IRRIGATION DISTRICT.

Contractor.

(Seal)

\* By Albert S. Eylar  
President

P. O. Address Las Cruces, N. M.

† Approved: this 10 day of November 1919.

John H. Hollowell  
Assistant to the Secretary.

(Date) \_\_\_\_\_, 19\_\_\_\_

\* See para. 6 and 7, Instructions, over.

† Approval of this contract is not required when executed by the Chief of Construction, except in cases covered by regulations on pages 201-203 of the Manual.

DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
RIO GRANDE IRRIGATION PROJECT

C O N T R A C T

Dated July 1, 1922

between

THE UNITED STATES OF AMERICA

and

HELENA BUTTE IRRIGATION DISTRICT

For the

Assignment to the District of certain Claims

of the Government against individual

Water Users.

CONTRACT BETWEEN THE UNITED STATES AND ELEPHANT

BUENA VISTA IRRIGATION DISTRICT, ASSIGNING TO

THE DISTRICT CERTAIN WATER ACCOUNTS.

THIS AGREEMENT, made this first day of July, nineteen hundred and twenty-two, in pursuance of the Act of June 17, 1907 (34 Stat., 251), and acts amendatory thereof or supplementary thereto, herein styled the reclamation law, between the UNITED STATES OF AMERICA, herein styled the United States, by E. C. Finney, First Assistant Secretary of the Interior, and ELEPHANT BUENA VISTA IRRIGATION DISTRICT, a public corporation duly formed under the laws of the State of New Mexico, having its principal place of business at Las Cruces, Dona Ana County, New Mexico, witnesseth:

2. WHEREAS, Article 6 of the contract dated June 15, 1918, between the United States and the District provides that the District shall pay the United States the actual cost of the temporary operation and maintenance of that part of the works of the Rio Grande project utilized for the benefit of the irrigated lands in New Mexico within the District, pending the formal opening of the project, plus 10%, and shall also pay the United States an approximate annual storage water rental charge equal in amount to 10% per acre for the total area within the District actually stored with or not stored with water, and

3. WHEREAS, part of the funds heretofore expended by the United States for such temporary operation and maintenance, pursuant to the provisions of said contract, is now represented by uncollected accounts against certain individual water users

for water heretofore furnished to them, amounting in the aggregate to \$11,153.35; and

4. WHEREAS, the United States finds the collection of these accounts difficult, and there are available to the District certain facilities for a more expeditious collection of same which the United States does not enjoy; and

5. WHEREAS, it is to the mutual advantage of the parties hereto that said accounts be promptly collected so far as possible, and the money so collected utilized towards reimbursing the United States the cost of operating and maintaining the project in compliance with the reclamation law,

6. NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) each to the other in hand paid, the receipt of which is hereby acknowledged, and the mutual covenants herein contained, it is agreed as follows:

7. The United States hereby sells, assigns, transfers, and sets over unto the District, all its right, title, interest, and equity in and to all of the aforesaid accounts, amounting in the aggregate to the sum of \$11,153.35, as shown by the schedule attached hereto, marked "Exhibit A", and made a part hereof, and hereby vests in the District power and authority to collect by suit or otherwise, but at its own expense, each of the accounts described in said schedule, and give acquittance for the same. The District shall have the right to institute and prosecute in its own name any proceeding or cause of action in



any court having jurisdiction thereof, to collect any or all of said accounts; and all sums of money collected from said accounts, by suit or otherwise, shall be paid by the District to the United States to be utilized for the operation and maintenance of said project, as provided by the reclamation law and by said contract of June 15, 1918.

8. The District hereby accepts the assignment of said accounts and agrees to use all practical means to effectuate their collection and to account and pay over to the United States any and all amounts so collected.

9. No Member of or Delegate to Congress or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and no officer, agent or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in section 116 of the Act of Congress approved March 4, 1909 (35 Stat., 1109).

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year first above written.

THE UNITED STATES OF AMERICA

By E. C. Finney  
First Asst. Secretary of the  
Interior

ELEPHANT BUTTE IRRIGATION DISTRICT

By H. H. Bepko  
President.

ATTEST:  
Henry H. Banker  
Secretary

(SEAL)

NM-000031

DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
RIO GRANDE IRRIGATION PROJECT

C O N T R A C T

Dated February 21, 1924

between

THE UNITED STATES OF AMERICA

and

THE BLENDHAME BUTTE IRRIGATION DISTRICT

for

Additional Construction Work

DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
RIO GRANDE IRRIGATION PROJECT.

-----  
CONTRACT BETWEEN THE UNITED STATES AND ELEPHANT BUTTE IRRIGATION  
DISTRICT, PROVIDING FOR ADDITIONAL CONSTRUCTION WORK,  
SUPPLEMENTARY TO CONTRACT OF JUNE 15, 1918.

THIS CONTRACT, made this 21st day of February 1924, by and  
between the United States of America, herein styled the United States  
acting for this purpose through  
the Secretary of the Interior, herein styled the Secretary, under the  
provisions of the Act of June 17, 1902 (32 Stat. 388), and acts  
amendatory thereof or supplementary thereto, herein styled the recla-  
mation law, and the Elephant Butte Irrigation District, herein styled  
the District, an irrigation district duly organized and existing under  
the laws of the State of New Mexico, having its principal place of  
business at Las Cruces, New Mexico, witnesseth:

Explanatory Recitals.

2. WHEREAS, the District executed a contract with the United States dated June 15, 1918, providing for the payment by the District to the United States of the maximum sum of Six Million Five hundred and Thirty Thousand Dollars (\$6,530,000.00), on account of the District's proportionate part of the cost of the irrigation system of the Rio Grande Federal Irrigation project; and
3. WHEREAS, the District now desires the construction of

additional work not provided for in said contract for the benefit of irrigable lands of the District as now constituted;

4. NOW, THEREFORE, in consideration of the covenants herein contained, it is mutually agreed as follows:

Construction of Project Works by the United States.

5. The United States will expend, in addition to the amounts heretofore provided for in said contract of June 15, 1918, the sum of Nine Hundred and Forty Thousand Dollars (\$940,000.00), or so much thereof as may be appropriate and necessary in the opinion of the Secretary, for addition to existing storage works, the improvement and extension of the present distribution system, flood protection, drainage works, purchase of supplies, machinery, equipment and plants, and for general and miscellaneous project features.

Payment of Construction Charges.

6. The District shall pay the United States the said sum of Nine hundred and Forty Thousand Dollars (\$940,000.00), under the same terms and conditions as set forth in Article 7 of said contract of June 15, 1918, which amount is added to and consolidated with the amount provided for in said contract of June 15, 1918, namely Six Million Five Hundred and Thirty Thousand Dollars (\$6,530,000.00) making an aggregate cost of Seven Million Four Hundred and Seventy Thousand Dollars (\$7,470,000.00), which the District agrees to pay.

Computation of Cost.

7. The cost of the work provided for by this contract, which the District obligates itself to pay, shall embrace all expense of whatsoever kind in connection with, growing out of, or resulting from,

the work described including the cost of labor, material, equipment, engineering, legal work, superintendence, administration, overhead, rights of way, property, and damage of all kinds; and in determining the total amount of such cost the project books of the Bureau of Reclamation shall be accepted as conclusive.

Contract Subject to Appropriation by Congress.

8. This contract is subject to appropriations being made by Congress, from year to year, of moneys sufficient to do the work provided for herein. No liability shall accrue against the United States by reason of such moneys not being appropriated. Should only a portion of the moneys necessary to complete the work be so provided and expended, then the amount to be repaid by the District to the United States for such work shall be reduced to an amount equal to the sum actually expended.

This Contract Supplementary to Contract of June 15, 1918.

9. This contract is supplementary to said contract of June 15, 1918, and is subject to all of the terms and conditions thereof so far as the same are applicable and not modified herein.

Officials not to benefit.

10. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the contract be for the general benefit of such corporation or company.

Successors and Assigns Obligated.

11. The provisions of this contract shall apply to and bind the successors in interest and assigns of the respective parties.

IN WITNESS WHEREOF the parties have hereto signed their names the day and year first above written.

THE UNITED STATES OF AMERICA

By Hubert Work  
Secretary of the Interior.

ELEPHANT BUTTE IRRIGATION DISTRICT,

By J. W. Taylor, President

ATTEST:

F. J. Rigney Jr.  
Secretary.

DIRECTOR OF THE INTERIOR  
BUREAU OF RECLAMATION  
BIG CONDUIT IRRIGATION PROJECT

C O N T R A C T

between

THE UNITED STATES OF AMERICA

and

THE WILKINSON BEYOND IRRIGATION DISTRICT

and

THE EL PASO COUNTY WATER IMPROVEMENT DISTRICT No. 1.

Power Privilege Lease

Dated May 19, 1936.

THIS AGREEMENT, made this 10th day of May, 1928, in pursuance of the act of Congress approved June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between THE UNITED STATES OF AMERICA, hereinafter styled the United States, represented by the officer executing this contract, and the HEMPHAMPT BUREAU IRRIGATION DISTRICT, a corporation organized and existing under the laws of the State of New Mexico, and EL PASO COUNTY WATER HARBOUR DISTRICT NO. 1, a corporation organized and existing under the laws of the State of Texas, said corporations hereinafter collectively styled the Districts, their successors and assigns, WITNESSETH THAT:

RECITALS

WHEREAS, the districts have heretofore contracted with the United States for the repayment of the costs of construction of the storage and distribution system constituting the Rio Grande Federal Irrigation Project, and

WHEREAS, the districts are now desirous of constructing, operating and maintaining certain works for the development of hydroelectric power and are desirous of expanding such development from time to time to the end that the full potential power resources of the Rio Grande project may be ultimately developed, and

WHEREAS, the construction, operation and maintenance of such works in accordance with such detailed plans as may hereafter be approved by the Secretary of the Interior may be accomplished without impairing the efficiency of the Rio Grande Project, and



THE DISTRICTS, the districts propose to generate power primarily for consumption for municipal purposes, and

THE SECRETARY, the Secretary of the Interior is authorized by the Act of February 21, 1911 (35 Stat. 950), to lease the privilege of power development on the Rio Grande Project for a period not to exceed fifty years with the consent and approval of the districts,

NOW, THEREFORE, in consideration of the terms and mutual covenants and agreements hereinafter contained, it is covenanted and agreed by and between the parties hereto as follows:

ARTICLE I. POWER PRIVILEGE.

Pursuant to the provisions of the Act of Congress approved February 21, 1911, (35 Stat. 950), the districts shall have the privilege of constructing, operating and maintaining a power plant or plants and all necessary works incident thereto for the full development of hydroelectric power, making use of all facilities, title to which may be in the United States as a part of the Rio Grande Project, for that purpose, subject to the provision for examination and approval by the Secretary of the Interior, as hereinafter set forth, of the utilization of energy and plans for development as may be proposed by the districts from time to time hereafter.

ARTICLE II. REGULATION OF WATER.

The amount of water which shall be released from the Elephant Butte reservoir or elsewhere through penstock openings in said dam or otherwise shall be that amount only which results from regulation of said reservoir or other works to fulfill the demands for irrigation or flood control and the obligations arising under treaty with Mexico proclaimed January 16, 1908,

(44 Stat. 2173). In determining the amount of water available for power purposes the decision of the Secretary of the Interior or his representatives designated by him to act for this purpose shall control and no obligation is hereby created upon the United States to release stored waters in any manner other than that in which stored waters would be released for irrigation purposes independently of such hydroelectric power development.

ARTICLE II. APPROVAL OF PLANS

All general and detailed plans and specifications for the creation by the districts of the power privilege hereby conferred, shall be subject to approval by the Secretary of the Interior and all work which may hereafter be done by the districts, its agents, employees, contractors and sub-contractors in construction, operation and maintenance pursuant to such plans, shall be subject to inspection by the United States. The cost of such inspection shall be paid by the districts and in construction the amount thereof the books and records of the Bureau of Reclamation shall be deemed conclusive evidence.

No plans shall be approved that would, in the opinion of the Secretary of the Interior, when put into effect, result in interference with existing works or in impeding or unduly interfering with storage or delivery of water for irrigation purposes in accordance with the treaty with Mexico heretofore referred to, and/or pursuant to existing contracts with the districts.

ARTICLE III. LIENS.

The districts shall have the right to encumber by liens to secure bonds issued and/or other obligations incurred incident to power development,

all power plants and incidental works which they may hereafter construct for the purpose of hydroelectric development. The districts shall have the right to encumber any and all rights and privileges conferred by or arising out of this contract insofar as the same may be necessary in financing the power development herein authorized; provided, however, that this provision shall not be construed as authorizing any encumbrance or lien of any character whatsoever upon or against the said Elephant Butte Dam or reservoir or any other property of the United States, it being the intention that such encumbrance or lien may be directed only against and applied to such power plant or plants and necessary facilities connected therewith as may be hereafter constructed or provided by and at the expense of said districts and the power privilege to the extent hereinabove set forth.

#### ARTICLE 5. TERM.

This agreement shall be effective for a period of 50 years from the date of its execution unless sooner terminated by the parties hereto. Within eighteen months after termination of this agreement the districts shall have the right to remove any and all structures, equipment, machinery and plant which they may have constructed for hydroelectric development pursuant to this agreement, to any extent possible so long as such removal may be made without damage to the Elephant Butte Dam and facilities thereunder, or other property title to which at such time may be vested in the United States. Upon the failure of the districts to carry such removal within the time stated, the United States may at its option remove such works and sell the same to pay the cost of removal.

#### ARTICLE 6. DAMAGES.

The districts hereby waive all claim for damages of any nature

whatsoever incident to or arising out of the proper repair or operation of the Rio Grande Project works insofar as the same may affect the construction or operation of hydroelectric power development plants or plants and waive all claims of any nature whatsoever incident to the increasing or diminishing the amount of water released by the United States in the operation of said project.

The districts shall save the United States harmless from any damage resulting to the project works incident to the construction, operation or maintenance of works for hydroelectric power development.

This agreement shall not be construed to constitute the United States a participant in a joint enterprise with said districts for the development of hydroelectric power and the districts shall be solely liable for and save the United States harmless from all damage of any nature whatsoever to persons or property, arising out of or incident to the development or transmission of hydroelectric power.

#### ARTICLE 7. POWER TO BE FURNISHED.

The right is reserved to the United States to continue to operate the power plant now operated by it at Elephant Butte Dam except in the event that it becomes necessary to move or discontinue it in order to render more feasible the power development hereunder by the districts in which event the districts shall furnish to the United States without cost to it, electrical energy for all purposes for which the said plant now supplies energy or for which it was intended to supply energy.

#### ARTICLE 8. RATION FOR PRIVILEGE

For the power privilege by this agreement created in favor of the

districts, the said districts shall, on or before each March first, pay to the United States a sum equivalent to the total amount of revenue received from the sale of power for the preceding calendar year less the following deductions:

(1) All amounts necessary to the payment of interest on and the current retirement installment with previous deficits, if any, of the bonded and/or other obligation of the districts relating to power development hereunder.

(2) Any amounts expended during the preceding calendar year in the maintenance and operation of all hydroelectric works constructed by the districts,

(3) Any deficit incurred incident to the operation of all such hydroelectric works for the preceding calendar year or years,

(4) Such other amount or sums which may, in subserving the ends of good business practice, be designated by the joint action of the districts and approved by the Secretary of the Interior, to be set aside as a reserve for future expenditures incident to the proper preservation, operation, improvement and betterment of the hydroelectric works constructed by the districts,

Provided, however, that after payment has been made by the districts, of all sums due the United States under present or future contracts for the repayment of the cost of construction, operation and maintenance of the Grand Coulee project, the amount to be paid by said districts during the life of and pursuant to this agreement shall be the sum of ten dollars (\$10.00) per annum.

All money received by the United States hereunder shall be credited equally, first on account of Rio Grande Irrigation project construction charges, second, on account of Rio Grande Irrigation project operation and maintenance charges, and third, as the districts may direct, such credits to be received by each of the districts respectively in the proportion in which its irrigable acreage therein, for which water shall be provided bears to the total of such irrigable acreage of the said Rio Grande Irrigation Project for which water shall be provided.

ARTICLE 9. ASSIGNMENT

His interest in this agreement except as herein specifically authorized, shall be assigned by the districts without first having obtained the consent thereto in writing by the Secretary of the Interior. The provisions of this agreement shall be binding upon the assignor and assignee in interest of the respective parties hereto.

ARTICLE 10. APPROPRIATION CHANGE

This contract is subject to appropriations being made by Congress, from year to year, of moneys sufficient to do the work provided for herein. No liability shall accrue against the United States by reason of such moneys not being appropriated. Should only a portion of the moneys necessary to complete the work be so provided and expended, then the amount to be repaid by the District to the United States for such work shall be reduced to an amount equal to the sum actually expended.

ARTICLE 11. CONTRACTING NOT TO BE MADE

No member or delegate to Congress or Senator or Member of the House shall be admitted to any share or part of this contract or any benefit therefrom.

arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company; if the contract be for the general benefit of such corporation or company.

THE UNITED STATES OF AMERICA,

By L. R. Flock,  
Acting Superintendent,

ELEPHANT BUTTE IRRIGATION DISTRICT,

ATTEST:

By A. S. Robertson  
President.

(Seal) June 5, 1928

I. H. Hubley  
Secretary

EL PASO COUNTY WATER IMPROVEMENT DIST. No. 1,

ATTEST:

By T. D. Rancher  
President.

(Seal) May 31, 1928

Edna E. Gillett  
Secretary.

DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
BIG CANYON IRRIGATION PROJECT

C O N T R A C T

between

THE UNITED STATES OF AMERICA

and

THE WUPATKI BEFFY IRRIGATION DISTRICT

for

Amendments to Existing Contracts for Construction  
Repayment.

Dated July 16, 1933.



DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

RIO GRANDE IRRIGATION PROJECT NEW MEXICO -

TEXAS

CONTRACT BETWEEN THE UNITED STATES AND THE ELEPHANT BUTTE IRRIGATION DISTRICT, PROVIDING FOR CERTAIN AMENDMENTS OF EXISTING CONTRACTS

- - -

THIS AGREEMENT, made this 16th day of July 1928, by and between the United States of America, acting for this purpose by E. C. Finney, First Assistant, Secretary of the Interior, hereinafter called the Secretary, under the provisions of the Act of June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, and specifically pursuant to the provisions of the Act of May 28, 1928, Public No. 556, 70th Congress, and the Elephant Butte Irrigation District, a corporation duly organized and existing under the laws of the State of New Mexico, hereinafter called the District,

WITNESSETH THAT:

Explanatory Recitals.

2. WHEREAS the United States has constructed and is operating and maintaining the Rio Grande project in New Mexico and Texas, and the Elephant Butte Irrigation District has by contract with the United States dated June 15, 1918, as supplemented by contract dated February 21, 1924, assumed the liability for repayment

to the United States of the aggregate sum represented by the cost of the irrigation and drainage works constructed by the United States in whole or in part for the use and benefit of the District, and

3. WHEREAS by act of Congress approved May 28, 1928, being Public No. 556- 70th Congress, the Secretary is authorized and directed to enter into an amended contract with the District whereby after the payment of the first four annual installments upon the construction charge of the said project, as now provided for in the aforesaid existing contracts, the remaining unpaid construction charge per irrigable acre shall be payable annually in installments of three and 60/100 dollars (\$3.60) until the total charge against the district is paid, and

4. WHEREAS the provision for the basis of repayment by the District of the obligations created by existing contracts with the United States is contained in Article 7 of the said contract of June 15, 1918, and in Article 6 of the said contract dated February 21, 1924, between the United States and the District,

NOW THEREFORE in consideration of the premises, it is hereby agreed as follows:

Amendment of Existing Contracts.

5. That Article 7, of the contract of June 15, 1918, between the United States and the Elephant Butte Irrigation District be and it is hereby amended to read as follows:

"Article 7. From time to time as the Secretary of the Interior may determine that specified areas of irrigable district lands, not necessarily contiguous, should commence payment of the construction charge for said irrigation works, he shall render a statement to such effect to the District, designating the areas of said district lands, and shall state the amount of the construction charge payable for such designated areas, and the district will pay the construction charge for said works in annual installments, the first four of which shall each be two per centum of the total construction charge, or the portion of the construction charge unpaid at the beginning of such installments, and the remainder of said annual installments shall be at the rate of Three Dollars and Sixty Cents (\$3.60) per irrigable acre of District lands comprising such designated areas, and shall continue until the total construction charge against the District is paid, subject to the penalties provided for by the reclamation law. Such installments shall be due on such annual date as may be specified in said statement conformable to the State Laws. The installments may, however, be divided and become payable semi-annually by agreement between the Secretary and the District."

6. That Article 6 of the contract of February 21, 1924, between the United States and the Elephant Butte Irrigation District be and it hereby is amended to read as follows:

"Article 6. The District shall pay the United States the said sum of Nine Hundred and Forty Thousand Dollars (\$940,000.00), under the same terms and conditions as set forth in Article 7 of said contract of June 15, 1918, as amended by supplementary contract made pursuant to the Act of May 28, 1928, Public No. 556 - 70th Congress, which amount is added to and consolidated with the amount provided for in said contract of June 15, 1918; namely, Six Million Five Hundred and Thirty Thousand Dollars (\$6,530,000) making an aggregate cost of Seven Million Four Hundred and Seventy Thousand Dollars (\$7,470,000.00), which the District agrees to pay."

Existing Contracts to Remain Otherwise Unaltered.

7. That the existing contracts between the United States and the District shall remain unaltered except as herein expressly

provided.

Officials not to Benefit.

8. No Member of, or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefits to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company if the contract be for the general benefit of such corporation or company.

IN TESTIMONY WHEREOF, the parties hereto have hereunto affixed their names as of the day and year first above written.

UNITED STATES OF AMERICA

By E. F. Finney,

First Assistant Secretary of the  
Interior.

ELEPHANT BUTTE IRRIGATION DISTRICT

BY A. S. Robertson,

Attest:

President.

L. E. Kuhnley

DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
RIO GRANDE IRRIGATION PROJECT

C O N T R A C T

Dated August 20, 1928

between

THE UNITED STATES OF AMERICA

and

THE REERMANT BUTTE IRRIGATION DISTRICT

for

Advancing funds for Drainage Operations

DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
RIO GRANDE IRRIGATION PROJECT

-----  
CONTRACT BETWEEN THE UNITED STATES AND THE ELEPHANT BUTTE IRRIGATION  
DISTRICT REGARDING CLEANING AND MAINTENANCE OF DRAINS.  
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THIS AGREEMENT made this 20th day of August 1928  
under the provisions of the Act of June 17, 1902 (32 Stat. 388) and  
acts amendatory thereof and supplementary thereto and especially the  
Acts of March 4, 1921 (41 Stat. 1367, 1404) together known as the Re-  
clamation Law, by and between the United States of America, herein-  
after styled the United States, represented by the officer executing  
this contract, and the Elephant Butte Irrigation District, a corpor-  
ation duly organized and existing under the laws of the State of  
New Mexico, hereinafter styled the District,

WITNESSETH THAT:

Explanatory Recitals.

2. WHEREAS, the United States has constructed and is operat-  
ing and maintaining the Rio Grande project in New Mexico and Texas  
pursuant to the Reclamation Law and existing contracts with the Dis-

trict.

3. WHEREAS incident to the constfuction and operation of the said project the United States has acquired and now has available equipment useful and necessary for operation and maintenance of drains,

4. WHEREAS, in order to supply irrigation demands and to provide adequate drainage for District lands under the said project it is essential that the distribution system and drains be maintained in a high state of efficiency, and

5. WHEREAS it now appears that the funds appropriated from the Reclamation fund and available for such purpose during the remainder of the calendar year 1928 will not be sufficient to carry out a complete and continuous program for the adeguate maintenance of certain project works, particularly the drainage system during said period, and

6. WHEREAS the District, realizing the importance of maintaining the works to a high degree of efficiency and desiring to secure the maximum results economically obtainable is willing to ~~HEREBY~~ provide additional funds for such maintenance over the said period in the manner hereinafter set forth;

NOW THEREFORE, in consideration of the premises, and the mutual covenants herein contained it is hereby agreed as follows:

Work to be done by the United States.

7. Upon the execution of this contract and initial deposit of funds by the District as hereinafter provided, the United States during the life of this contract to such extent as funds may be found to be available therefor, will continue the cleaning and maintenance of the drainage system serving District lands and in so doing will carry out a program of drain cleaning which contemplates the continuing of work on the drains in the Leasburg Division, the beginning of drain cleaning at the upper end of the West side thence down the West side and across to the lower East side, and also, cleaning the lower end of the Hatch drains. In carrying out this program the United States will do all things incident to such work as shall in the opinion of the project Superintendent, be conducive of efficient operation and maintenance of said drainage system, using, in addition to funds otherwise available for such work, funds to be advanced by the District as hereinafter provided, or so much thereof as in his opinion may be deemed necessary for the efficient maintenance of the drainage systems serving District lands. The program hereinbefore described will be followed as near as may be, but should it hereafter, by reason of unforeseen emergency or other necessity, be deemed desirable to vary such program in any major respect, this may be done by the mutual consent of the parties hereto.



Payment by the District to the United States.

8. The District shall, in advance, provide funds not to exceed twenty thousand dollars (\$20,000.00) in the amount of the actual cost of such maintenance work as may be done pursuant to this agreement, and for which funds are not otherwise available, which cost and expense shall embrace all expenses of whatsoever kind in connection with, growing out of, or resulting from said work, including the cost of materials and supplies, labor, repairs, renewals, equipment, and the usual overhead cost. The books of the Bureau of Reclamation shall be final and conclusive evidence of such cost and expense.

Method of Advancing Funds.

9. Prior to the commencement by the United States of operations hereunder, the Project Superintendent shall estimate the amount of money necessary to be advanced by the District to cover the cost and expense of such operations for the period from the date of the execution of this contract to the 10th day of September, 1928, and the District shall deposit with the Special Fiscal Agent, Bureau of Reclamation at El Paso, Texas the amount of such estimate. On or before the 1st day of September and each month thereafter during the life of this contract the Superintendent shall make similar estimates for monthly periods extending from the 10th of each month to the 10th of the succeeding month except that the last period shall extend from

December 10th to December 31, 1928, and the District, prior to the commencement of the period for which such estimate is made, shall make a deposit with the said Fiscal Agent of the amount of such estimate, provided, however, that no liability to the United States or any third party shall attach to the District by reason of its failure from any cause whatsoever to deposit the sum of sums of any such estimate and provided that no liability shall attach to the United States by reason of its failure from any cause whatsoever, to perform any of the work provided for by this agreement. Upon completion of the work or at the expiration of the period covered by this contract any unexpended balance remaining from such deposite in the hands of the said fiscal agent shall be refunded to the District. Upon the sums so deposited by the District being exhausted, no funds then being otherwise available, which availability shall be determined by the Project Superintendent, the work provided for herein shall be discontinued unless and until the District shall deposit additional funds.

Duration of Contract.

10. This contract shall be in force from the date of its execution until and including the 31st day of December, 1928.

Existing Contracts not Affected.

11. Existing contracts between the United States and the District

shall remain in full force and effect and unaltered by the provisions of this agreement.

Officials not to Benefit.

12. 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 therefrom. Nothing, however, herein contained shall be construed to extend to this contract if made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

THE UNITED STATES OF AMERICA

BY L. R. Fiock

Acting Superintendent

ELEPHANT BUTTE IRRIGATION DISTRICT

BY A. S. Robertons, President.

Attest:

L. E. Kuhnley,

DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
RIO GRANDE IRRIGATION PROJECT.

- - - - -

C O N T R A C T

between

THE UNITED STATES OF AMERICA

and

THE BLENHAIN BUTTE IRRIGATION DISTRICT

12-20-29

providing

For Credits for Drainage Rights of way  
And increasing the Total Construction Work.

(Note: October, 1929)

Contract given advance approval as to form by  
Commissioner's letter to the Chief Engineer  
of June 8, 1929 and was authorized by a vote  
of the electors of the Blenham Butte Irrigation  
District on August 27, 1929. It now awaits con-  
firmation by court proceedings before its final  
submission to the Secretary of the Interior for  
execution.

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DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
DIO GRANDE IRRIGATION PROJECT

GENERAL AGREEMENT BETWEEN THE UNITED STATES AND THE SECRETARY OF THE  
IRRIGATION DISTRICT PROVIDING FOR CREDITS FOR DRAINAGE NEEDS  
OF WAY AND INCREASING THE TOTAL CONSTRUCTION COST.

This agreement made this 20 day of December, 1933, by  
and between the United States of America, acting for this purpose by and  
through Joseph M. Dixon, 1st Asst Secretary of the In-  
terior, under the provisions of the Act of Congress approved June 17,  
1902, (32 Stat. 388), and acts amendatory thereof or supplementary there-  
to, hereinafter styled the United States, and the Elephant Butte Irriga-  
tion District, hereinafter styled the District, an irrigation District  
fully organized and existing under the laws of the State of New Mexico,  
having its principal place of business at Las Cruces, New Mexico.

WITNESSETH:

Explanatory Recitals.

1. WHEREAS, the District executed a contract with the United  
States dated June 15, 1910, providing for the payment by the district  
to the United States of the maximum sum of Six Million Five Hundred  
and Thirty Thousand Dollars (\$6,530,000.00) on account of the district's  
proportionate part of the cost of the irrigation system of the Rio  
Grande Federal Irrigation project; and

2. WHEREAS, thereafter the District executed a supplemental contract with the United States dated February 21, 1924, providing for the payment by the District to the United States of an additional maximum sum of Nine Hundred Forty Thousand Dollars (\$940,000.00) in addition to the said amount provided in the said contract dated June 15, 1918, as amended by contract dated July 16, 1928, and for the purpose therein set forth; and

3. WHEREAS, the District now desires the construction of additional works, not provided for in said contracts for the benefit of irrigable lands of the District as now constituted to the end, among other things, that irrigation and drainage works may be provided for an additional area within said district for which such works are not completed, and

4. WHEREAS, it has been necessary to utilize certain rights-of-way for drainage ditches across privately owned lands within said district and the district now desires to credit upon assessments, due and to become due from district lands, amounts equivalent to credits to individual landowners on account of the rights-of-way for drainage works which have been taken across lands within the district and to have the aggregate of such credits applied as a credit as between the United States and the District upon payments due or hereafter to become due from the District to the United States pursuant to the said contracts above mentioned and to have such amounts added to the total construction charges to be repaid by the District to the United States; and

5. WHEREAS, it is estimated that an expense of about thirty thousand dollars (\$30,000.00) will be incurred in the preparation by the

United States of rights-of-way maps and other material necessary and useful to the district in ascertaining the proper amounts of individual credits on assessments to be made by the district and for recording the quit claim deeds hereinafter provided for; and that the individual credits accruing on account of rights-of-way may amount to an additional sum of Two Hundred Thirty Thousand Dollars (\$230,000.00) so that the total construction charge payable by the District may be, on this account, increased by not to exceed the aggregate sum of Two hundred Sixty Thousand Dollars (\$260,000.00) of which there may be credited on future installments becoming due thereon, not to exceed the aggregate sum of two hundred thirty thousand dollars (\$230,000.00).

Provisions of Agreement.

6. NOW THEREFORE, in consideration of the covenants herein contained it is mutually agreed as follows:

Additional Expenditures  
For Drainage, Etc.

7. The United States, in addition to such amounts as may be expended pursuant to said existing contracts, will expend the sum of not to exceed One Hundred Ninety Thousand Dollars (\$190,000), or so much thereof as may be necessary in the opinion of the Secretary of the Interior, for the improvement and extension of the district's irrigation distribution system, drainage works, purchases of supplies, machinery, equipment and plants and for general and miscellaneous project features or for one or more of such purposes, the amount so expended to be added to and consolidated with the total construction charge payable by the district.

United States to Prepare Maps.

8. The United States will prepare rights-of-way maps and such

other data as it may deem necessary and useful to the district in ascertaining the amounts of credit to be extended by the district to the respective lands over which the drainage ditch rights-of-way have been utilized and the cost of such work and material, together with the cost of recording the quit-claim deeds hereinafter provided for, not to exceed the sum of Thirty Thousand Dollars (\$30,000), together with not to exceed the sum of Two Hundred Thirty Thousand Dollars (\$230,000) being aggregate credits as provided in article 10, or an aggregate total of not to exceed Two Hundred Sixty Thousand Dollars (\$260,000), on account of the work and credits provided for in this article, shall be added to and consolidated with the total construction charge payable by the district. Upon completion of the work provided for in this article the Bureau of Reclamation will present the district with a statement of the cost thereof and the books of the Bureau shall be conclusive evidence of such cost.

District to Extend Individual Credits.

9. The District will proceed to ascertain and fix the amounts of credits to be extended to the respective landowners and in all cases possible will cause to be conveyed to the United States by good and sufficient quit claim deeds from the respective owners thereof, title to the lands occupied by drainage ditches constructed by the United States, and to which it does not already have title, such conveyance to be of a strip of land in each case measuring not less than one hundred twenty (120) feet in width and in length co-extensive with such drainage ditches respectively. In all cases where it is not possible to obtain quit claim deeds from the owners of any such drainage rights-



of-way, the District will institute proper proceedings to have credits due to such owners confirmed by a court of competent jurisdiction and will convey to the United States the title obtained by the District in such court proceedings. Thereafter the District will apply such credits as payment of the then current assessments on account of construction charges against the respective landowners entitled thereto as rapidly as such assessments shall become due until the entire amount of total credit to which such landowners may be respectively entitled, have been absorbed, no individual credit at any time, however, to exceed the amount then due from such individual for the then current assessment of construction charges. The lands referred to above, deeds to which are to be procured and for which credits shall be allowed, shall be deemed not to include tracts of land over which a right-of-way has been reserved to the government by Act of August 30, 1890 (26 Stat. 371) provided, however, that credits in lieu of compensation may be applied for improvements damaged or taken on rights-of-way reserved in said Act of August 30, 1890, in accordance with decisions and regulations of the Secretary of the Interior.

Credits Extended by United States on Showing by District.

10. After the extension of credits by the District as hereinabove set forth and as a condition precedent to allowance by the United States of credits to the district, the district shall deliver to the Superintendent of the Rio Grande project good and sufficient quit claim deeds, each of which said deeds shall be accompanied by a certificate executed by the President and attested by the Secretary of the District substantially in

the form set forth on a separate sheet attached hereto, made a part hereof, and marked Exhibit "A", or in cases where quit claim deeds cannot be obtained from landowners a certified copy of decree of a state court of competent jurisdiction confirming the action of the district in fixing the respective amounts of credits in favor of such landowners, together with a list of names and such amounts as have been actually credited by the District as payment upon individual assessments due or to become due from such individuals respectively before the next payment of construction charges to the United States falls due. The United States shall in turn, credit the district with a sum equivalent to the total of such amounts as have been thus actually credited to individuals by the district as aforesaid, and for which amounts credit has not theretofore been received by the district, to be applied on the next installment of construction charge maturing and becoming due thereafter from the district under the said contracts dated June 15, 1918, February 21, 1924, and July 16, 1928, and should such credits exceed the total construction installment next maturing thereunder the additional sum will be similarly applied on the succeeding installment or installments until the entire amount of credits thus accruing in favor of the District have been absorbed, and thereupon payments will be resumed in strict accordance with the schedule of payments and provisions contained in the said contracts of June 15, 1918, February 21, 1924, and July 16, 1928, provided however, that the district will at all times continue to cause annual assessments to be made in the same manner and to the same extent as if no credits were to be given. Should the amount of credit accrued in favor of the

district in the aforesaid manner, when any installment of construction charges regularly becomes due from the district to the United States be less than the amount of such maturing installment the district will pay the difference between such credit and the amount of such installment due as provided by the said contracts of June 15, 1918, February 21, 1924, and July 15, 1928, augmented by the additional amount to be paid as provided in Article II hereof.

Total Credits and addition to Construction Charge.

11. The total amount of credits upon installments hereafter to become due, to be so allowed the district, shall not in any event exceed the sum of Two Hundred Thirty Thousand Dollars (\$230,000) and the total amount to be added to the construction charge payable by the district by virtue of this agreement shall in no event exceed the sum of Four Hundred Fifty Thousand Dollars (\$450,000) making an aggregate amount which the district obligates itself to repay as construction charges under existing contracts and this contract, of Seven Million Nine Hundred Twenty Thousand Dollars (\$7,920,000). Said total construction charges shall be repaid by the district in the manner provided for in the above-mentioned contracts of June 15, 1918, February 21, 1924, July 16, 1928, and this agreement.

Total Cost to be Repaid.

12. The cost of the work provided for by this contract, which the district obligates itself to pay, shall embrace all expense of whatsoever kind in connection with, growing out of, or resulting from the work described including the cost of labor, material, equipment, engineering,

legal work, superintendence, administration and overhead of all kinds; and in determining the total amount of such cost project books of the Bureau of Reclamation shall be accepted as conclusive.

Appropriation Clause.

13. This contract is subject to appropriations being made by congress, from year to year, of moneys sufficient to do the work provided for herein. No liability shall accrue against the United States by reason of such moneys not being appropriated. Should only a portion of the moneys necessary to complete the work be so provided and expended, then the amount to be repaid by the District to the United States for such work shall be reduced to an amount equal to the sum actually expended.

This Contract Supplementary to Prior Contract.

14. This contract is supplementary to said contract of June 15, 1918, February 21, 1924 and July 16, 1928, and is subject to all of the terms and conditions thereof so far as the same are applicable and not modified herein.

Officials not to benefit.

15. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the contract be for the general benefit of such corporation or company.

To Bind Successors or Assigns.

16. The provisions of this contract shall apply to and bind the successors in interest and assigns of the respective parties.

To be authorized by electors and judicially confirmed.

17. The execution of this contract shall be authorized by the qualified electors of the District by an election for that purpose. The District, thereafter, without delay, shall prosecute to decree proceedings in court for a judicial confirmation of the authorization of this contract. This contract shall not be binding upon the United States until a confirmatory final judgment on such proceedings shall have been rendered, including final decision on any appeal prosecuted therefrom. The District shall furnish the United States for its files certified copies of all proceedings relating to the election upon the contract, and confirmatory proceedings.

IN WITNESS WHEREOF the parties have hereto signed their names the day and year first above written.

THE UNITED STATES OF AMERICA,

By Joseph M. Dixon (4/20)  
1st Asst Secretary of the Interior

ELDERBERRY BUTTE INDIAN RESERVATION,

By L. S. Mayfield  
President

SECRETARY

L. E. Kuhlley  
Secretary