

**MIDDLE RIO GRANDE PROJECT AMENDMENT
MEMORANDUM OF LICENSE AND AGREEMENT
INTERGOVERNMENTAL AGREEMENT NO.: 6-AG-53-05370**

1. PURPOSE OF AMENDMENT

- 1.1 Amendment to include TRACTS E, F, G, AND H FOR THE PURPOSE OF OPERATION AND MAINTENANCE OF THE EL VADO DAM POWER PROJECT HYDROELECTRIC POWERPLANT, SHOWN ON EXHIBIT A, ATTACHED HERETO.

2. LICENSE DESCRIPTION AND HISTORY

MEMORANDUM OF LICENSE AND AGREEMENT BETWEEN THE BUREAU OF RECLAMATION DEPARTMENT OF THE INTERIOR, THE INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO AND MIDDLE RIO GRANDE CONSERVANCY DISTRICT (MRGCD) FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A HYDROELECTRIC POWERPLANT AT THE EL VADO DAM FEDERAL ENERGY REGULATORY COMMISSION LICENSE NO. 5226

M.R.G.C.D. MAPS: EL VADO RESERVIOR AND DAM SITE
TRACTS: A, B, C, D-1, D-2, J, M, E, F, G, AND H
EI VADO DAM

In December 1985, the County of Los Alamos, the MRGCD and the U.S. Bureau of Reclamation entered a 50-year license agreement. Under this license the County of Los Alamos was granted an easement to specific tracts of land identified as permanent to the life of the license and agreement and temporary easements that expired 5 years after the license was issued.

For compliance and safety reasons necessary to the Federal Energy Regulatory Commission license, the County of Los Alamos has requested the restoration of specific temporary easements within the original footprint to ensure security work is done within the designated areas, to include repairs to fencing and other safety related updates.

3. TERMS AND CONDITIONS OF AMENDMENT

- 3.1. Los Alamos County is permitted to include tracts of land E, F, G, AND H for the purpose of operations and maintenance of a hydroelectric dam agreed upon in the original Memorandum of Agreement document (1985), attached hereto for the remaining life of the agreement.

4. LICENSEE CONTACT INFORMATION

Los Alamos County
Department of Public Utilities
1000 Central Ave
Los Alamos, NM 87544
505-662-8333

ACCEPTED:

LICENSEE – INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO:

Chairman, Board of Public Utilities

DATE:_____

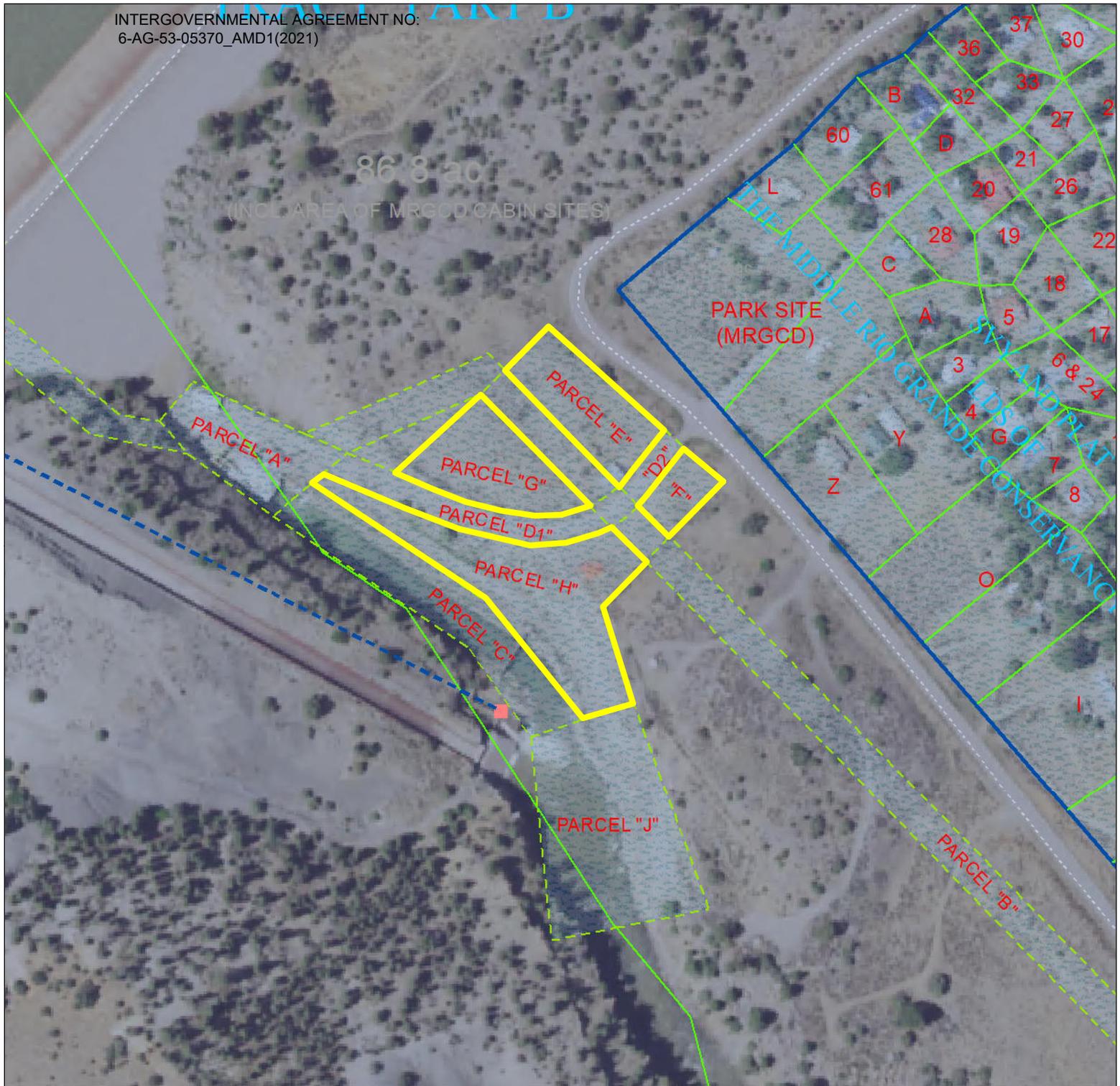
ACKNOWLEDGMENT OF THE LICENSEE

State of)
)ss.
County of)

On the _____ day of _____, 20___, the above noted Licensee personally appeared before me, known to me to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he / she signed the within and foregoing instrument as his / her free and voluntary act and did for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the
State of
Residing at
My commission expires:



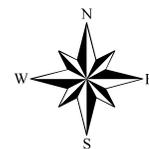
Legal Description:

**Easements granted under Amendment No.1
to the Intergovernmental Agreement No. 6-AG-53-05370**

MIDDLE RIO GRANDE CONSERVANCY DISTRICT

Legend

 Additional Easement Locations (Extended to life of Agreement)



Date: 9/10/2021

MEMORANDUM OF LICENSE AND AGREEMENT
BETWEEN THE BUREAU OF RECLAMATION
DEPARTMENT OF THE INTERIOR,
THE INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO
AND THE
MIDDLE RIO GRANDE CONSERVANCY DISTRICT

for the

CONSTRUCTION, OPERATION, AND MAINTENANCE
OF A HYDROELECTRIC POWERPLANT
AT EL VADO DAM
FEDERAL ENERGY REGULATORY COMMISSION LICENSE NO. 5226

License and Agreement by and between the Incorporated County of Los Alamos, the Middle Rio Grande Conservancy District, and the United States of America for Construction, Operation, and Maintenance of the El Vado Dam Power Project.

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EXHIBITS

A
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MEMORANDUM OF LICENSE AND AGREEMENT
BETWEEN THE BUREAU OF RECLAMATION
DEPARTMENT OF THE INTERIOR,
THE INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO
AND THE
MIDDLE RIO GRANDE CONSERVANCY DISTRICT

for the
CONSTRUCTION, OPERATION, AND MAINTENANCE
OF A HYDROELECTRIC POWERPLANT
AT EL VADO DAM
FEDERAL ENERGY REGULATORY COMMISSION LICENSE NO. 5226

THIS MEMORANDUM OF LICENSE AND AGREEMENT, entered into and effective as of the last execution date shown below, by and between the Incorporated County of Los Alamos, New Mexico, hereinafter styled the County; the Middle Rio Grande Conservancy District, hereinafter styled the District; and the United States of America, Department of the Interior, Bureau of Reclamation, hereinafter styled the United States or the Bureau; establishes the responsibilities for the construction, operation and maintenance of the El Vado Dam Power Project, hereinafter styled the Project, as authorized by the Federal Energy Regulatory Commission License No. 5226.

EXPLANATORY RECITAL

WHEREAS, the District, a body corporate and political subdivision of the State of New Mexico under the provisions of the Conservancy Act of the State of New Mexico (Chap. 45, Laws of 1927, and amendments thereto), has constructed El Vado Dam and Reservoir (hereinafter called the Dam and Reservoir), as a feature

of the Middle Rio Grande Conservancy District for the storage, distribution, and flood control of the Rio Chama, a tributary of the Rio Grande; and

WHEREAS, by Contract No. 178r-423, dated September 24, 1951, between the Bureau and the District, as amended or modified by amendments and supplements thereafter, herein collectively identified as the Repayment Contract, provisions were made, among other matters, for construction and rehabilitation of project works, and for operation and maintenance thereof; and

WHEREAS, by Amendment No. 3 to the Repayment Contract, dated May 22, 1956, the United States assumed operation and maintenance of El Vado Dam and Reservoir under the same terms and conditions as applied to the operation of the remaining District works under the repayment contract; and

WHEREAS, by Grant of Right-of-Way Easement, dated February 9, 1960, the District assigned and conveyed to the United States an easement to construct, reconstruct, operate, and maintain any structures or facilities the United States may deem necessary or desirable for the construction, operation, and maintenance, in and upon the lands covering the site for El Vado Dam and Reservoir, Rio Arriba County, New Mexico; and

WHEREAS, by Transfer and Assignment of Water Rights, dated May 28, 1963, and in accordance with Article 28 of the Repayment

Contract, between the District and the United States, and in consideration of the privileges derived from the Repayment Contract, the District granted and conveyed to the United States and its assigns, the rights, titles, and interest in and to water rights serving the District from El Vado Dam and Reservoir, and as described in the Notice of Intention to Make Formal Application for Permit No. 1690, filed September 2, 1923, and later filings; and

WHEREAS, by Amendment No. 4 to the Repayment Contract, dated June 25, 1963, the District contracted with the United States for an additional supply of water through the San Juan-Chama Project and for the construction of a replacement outlet works for El Vado Dam; and

WHEREAS, the County and the District have jointly received a license from the Federal Energy Regulatory Commission (FERC) pursuant to the Application for License No. 5226, dated June, 1983, amended January, 1985 (the "FERC License"), for construction, operation, and maintenance of hydroelectric power generating facilities and transmission lines required to utilize the water power potential of the existing El Vado Dam (hereinafter called the El Vado Dam Power Project or the Project); and

WHEREAS, the Bureau and the District find that FERC has adequately addressed the environmental impacts of the Project in the environmental assessment that is part of its license

procedures, and the Executive Orders 11988 (floodplain management) and 11990 (protection of wetlands); and

WHEREAS, the construction, operation, and maintenance of the Project will not be detrimental to the purposes of El Vado Dam and Reservoir; and

WHEREAS, the FERC License applies to the Project and to the Dam and Reservoir, other than those facilities constructed and owned by the United States pursuant to the Repayment Contract (except for the gate controls in the Replacement Outlet Works, which will be modified as a part of the Project);

WHEREAS, the District and the County have entered into an Agreement defining their relationship as joint licensees under the FERC License, (hereinafter called the FERC License Agreement); and

WHEREAS, the Bureau and the District have determined that this construction, operation, and maintenance agreement is necessary to protect the interest of the Federal Government and the District, and to ensure the continuity of Middle Rio Grande Project operations; and

WHEREAS, the Bureau is authorized by the Reclamation Act of 1902, as amended, to enter into this license and agreement;

NOW, THEREFORE, the Bureau, the District, and the County through the officers signing this license and agreement, do mutually agree to the construction, operation, and maintenance of a powerplant at El Vado Dam, subject to the terms of the FERC License and the conditions hereinafter set forth.

1. License and Agreement

- (a) The Bureau and the District hereby grant and consent to the County, its contractors, and agents, without warranty of title, a nonexclusive right, privilege, and license for a period of fifty (50) years from the date hereof to enter upon, construct, operate, and maintain the El Vado Power Project on, under, and across District land which is designated as Parcels A, B, C, D-1, D-2, J, and M, shown on Exhibit A. Such rights may be extended beyond the primary term of 50 years for the additional term of any FERC License for the Project.

- (b) The Bureau and the District hereby grant to the County, its contractors and agents, without warranty of title, a temporary nonexclusive license not to exceed five (5) years for construction purposes on, under, and across District land, which is designated as Parcels E, F, G, H, K, and L on Exhibit A.

- (c) The Bureau and the District hereby grant to the County, its contractors and agents, without warranty of title, a nonexclusive license for the period of the rights granted under paragraph (a) above to use of existing El Vado Dam and Reservoir roads.
- (d) Neither the District nor the Bureau shall, while rights granted under paragraph (a) are in existence, grant any license in El Vado Dam that may be inconsistent with their respective purposes. If the County's control of the powerplant or its costs of operation are not adversely affected, the District may grant further licenses in connection with El Vado Dam.
- (e) The rights granted to the County under this Agreement shall be construed in conjunction with the FERC License Agreement to assure fulfillment of the conditions of the FERC License and the coordination and cooperation of the parties in achieving that goal.

2. Construction

- (a) The County shall construct the Project according to the designs and plans as approved by the Bureau, District, and by FERC. All design and construction work that will be an integral part of El Vado Dam or that could affect

the structural integrity or operations of El Vado Dam shall be reviewed and approved by the Bureau and District, and the County will reimburse the Bureau for all costs in accordance with the terms of Article 6 of this Agreement. Modifications of designs and plans other than routine on-site decisions shall be submitted to the Bureau and District for review and approval. Approval of design and plan modifications shall not be unreasonably withheld by the Bureau or District.

- (b) The County shall submit a detailed construction schedule to the Bureau and District for approval prior to beginning construction activities. The County will also submit to the Bureau and District for approval an inspection plan establishing the date on which construction activities on El Vado Dam facilities will be undertaken and completed. During those periods, a Bureau inspection team will inspect the quality of construction activities affecting the integrity of the facility and must approve those activities before additional work proceeds.
- (c) The County shall be responsible for inspecting, during construction, all Project features to ensure conformance with construction contract documents. The Bureau shall have the right to inspect the construction of those

Project features that are an integral part of or could affect the structural integrity of El Vado Dam to ensure compliance with approved plans.

- (d) The Bureau will have the right to direct the County or its designated agent to correct any activity which may affect the structural integrity of the Dam or operation of the facility, including the shutdown of the construction work until such corrections are made. The County will reimburse the Bureau for all costs associated with this inspection activity in accordance with terms of Article 6 of this Agreement.
- (e) No blasting will be allowed, except that closely monitored, controlled blasting will be permitted for the powerhouse foundation and tailrace excavation. Monitoring plans and specific blasting operations will be subject to prior approval of the Bureau.
- (f) Any costs associated with the improvement of the powerplant access road shown as Parcels D-1, D-2, and B (partial) on Exhibit A, shall be the sole responsibility of the County. The County will be responsible for maintaining the existing and any new roads (other than public roads) on District land in a satisfactory condition during the construction period. Upon

completion of construction, the County shall repair any damage to the roads during construction and restore the roads to their pre-construction condition. The crest road on El Vado Dam has a 10 ton load limit which must not be exceeded.

- (g) The County at its own expense shall relocate and construct, at the commencement of construction on the Project, that portion of the El Vado Cabin Owners Association's water system requiring relocation to accommodate Project construction. The relocation, design, and construction by the County shall be subject to the approval of the Bureau and District.
- (h) The County at its own expense shall relocate, prior to initiating construction on the Project, the Bureau's existing Parshall flume used for the monitoring of seepage water from the dam embankment and abutments. The relocation shall be at the toe of the dam and as directed by the Bureau. The County shall restore the Parshall flume or an equivalent water measuring device to a location capable of measuring the total seepage flows experienced prior to Project construction.
- (i) The County at its own expense shall construct a permanent footbridge across the tailrace channel to provide

access to the downstream portal of the replacement outlet works/spillway outlet structures. The design and construction of the footbridge shall be subject to the approval of the Bureau and the District.

(j) Upon completion of construction, the County will remove all construction debris from the site and restore any disturbed areas to satisfactory conditions as approved by the Bureau and District. Those salvable items, such as the original outlet works penstock and manway pipe, shall be delivered to the District's service yard, in Albuquerque, New Mexico, at the expense of the County. At the discretion of the District, the District may accept reasonable payment for salvable items in lieu of delivery.

(k) During the construction phase of the Project, neither the Bureau nor the District shall be responsible for loss or damage to property of the County or its contractors or agents (except for negligent or willful action causing such loss or damage recoverable under the New Mexico Tort Claims Act), and the County shall take such security measures as it deems reasonable to protect its property and those areas to which it requires access.

- (l) The County will provide the Bureau and District full-size reproducible (mylar) record drawings of the Project within 3 months of completion. In addition, the Bureau and District must be provided all revisions to contract drawings within 30 days of the revision date.

- (m) The County agrees that all on-site construction will be accomplished in a competent, workmanlike manner in accordance with existing construction safety rules and regulations, including adequate safety precautions, so as to not constitute a hazard to the public or the parties, their respective contractors, or agents.

- (n) The County will furnish and maintain electric station service for the El Vado Dam, including the cathodic protection system when the system is installed and operational, at no cost to the Bureau or the District, but it shall not be required to install transformers, poles, lines, or other electrical equipment in connection therewith. "Station service" shall not include any loads for recreational or commercial purposes, or any other uses of electricity not directly connected with the operation and maintenance of the dam and the needs of the Bureau and the District at the site.

3. Ownership

- (a) The District holds title to El Vado Dam and Reservoir, and to all lands associated with the dam and reservoir as described in the Recitals above. The title to such works and lands, along with responsibility for operations and maintenance, shall remain with the District, subject to its agreement with the Bureau for construction, rehabilitation, operation, and maintenance of El Vado Dam and Reservoir.
- (b) The United States currently holds title to the replacement outlet works and plunge pool, emergency spillway, and any other works constructed under the terms of the Repayment Contract. Also, the United States holds the rights, titles, and interest in and to the El Vado water rights, all in accordance with Article 28 of the Repayment Contract, between the District and the United States.
- (c) Under this Agreement and the FERC License Agreement, the County has acquired rights and license in the Dam and Reservoir (subject to the rights of the United States as described in the Recitals above) to construct, maintain, and operate all features, equipment, and land associated with the Project, including the following: The Project

will utilize the original (now abandoned) El Vado Dam outlet works, for the installation of a power penstock. The County will rehabilitate the abandoned outlet works intake structure, remove and replace the existing outlet works penstock, remove the existing valve house, and construct in its place a hydroelectric powerhouse to house turbines, electric generator, and other plant equipment for the generation of electric power and energy. The County will rehabilitate the controls for the replacement outlet works gates with local and remote supervisory control to enable coordinated use of the replacement outlet works and project facilities to make required releases from El Vado Reservoir. Access and parking for normal operation will be on the left side and rear of the powerhouse. A 20 by 30 foot 69-KV switchyard will be constructed next to the powerhouse. A new 69-kV transmission line will be constructed from the switchyard to existing transmission facilities outside the El Vado boundary. The transmission line will be constructed, owned, and maintained by the County or other entities.

- (d) The Bureau and District, their agents, assigns, or contractors shall have access to the outlet works, penstock, and related works at all times for inspection, maintenance, and operation, including the access road.

In the event that the County does not properly maintain the above in accordance with sound engineering practices, the Bureau or District shall be entitled to perform appropriate maintenance on works described in this paragraph at the expense of the County. Also, the Bureau shall have access to and exclusive use of the storage garage located in Parcels B and E, and weather station located in Parcels D-2 and F, on Exhibit A, adjacent to the powerplant access road.

4. Operations

- (a) All water releases from El Vado Dam will be determined and directed by the Bureau. The Bureau will cooperate with the County to facilitate the operation of the Project to the extent said cooperation is consistent with the primary purposes of the Dam and Reservoir. The County agrees that the time and quantity of releases and release changes from El Vado Dam will be determined by the Bureau. Unless the Bureau shall determine that circumstances require a different method of operation, all releases of water within the range of the design capacities of the turbine/generator equipment shall be made through the Project facilities; releases at less than or in excess of such design capacities, or releases during periods of Project outage, will normally be made

through the replacement outlet works (constructed and owned by the Bureau), or passed over the spillway. The Bureau shall retain the right to operate the replacement outlet works and the spillway as required to provide releases in excess of Project requirements to serve downstream water users and shall provide schedules for foreseeable periods of time indicating the expected rate (cfs) of such releases. The Bureau shall have the right to operate the upstream valve at the intake structure of the Project to reduce the flow from the Reservoir to meet requirements under contracts, prior water rights, or the Rio Grande Compact. Such rights shall be exercised only if the County shall have failed to respond to the Bureau's direction with respect to release rates.

- (b) The powerplant will be remotely controlled and operated by the County with provisions for remote startup, operation, emergency shutdown, and bypass of the turbine. Releases from the Replacement Outlet Works combined with Project releases will maintain the release requirements, as determined by the Bureau. Subject to the Bureau's approval, the County will equip the replacement outlet works for remote control operation by the County and/or the Bureau. The County will provide, at its expense, facilities at the Bureau's Chama Field

Division Office for remote control of the replacement outlet works by the Bureau and a remote monitoring system capable of showing the rate of total discharge which will be correlated with the release requirements as determined and directed.

- (c) The operation and maintenance of Project facilities shall not degrade the quality of raw water made available through such facilities at such reasonable standard as the Bureau and the District shall determine. The United States and the District do not warrant the quality of water and are under no obligation to construct or furnish water treatment facilities to maintain or better the quality of water.
- (d) The Project shall be operated in close coordination with the operation of El Vado Dam and Reservoir subject to the following restrictions:
 - (1) The County will provide the Bureau and District with copies of any and all equipment operating manuals of equipment whose operation could have an impact on the operation and structural integrity of El Vado Dam.

- (2) The parties recognize that power may be generated and sold during any test period before commencement of normal operations. The Project will not commence normal operations until equipment identified in Article 3(c) is satisfactorily tested.
- (3) The Project shall use only flows in the amount specified by the Bureau, and the County shall not through its employees or agents, itself operate the replacement outlet works or spillway of El Vado Dam and Reservoir except as specifically approved by the Bureau.
- (4) The County shall notify the Bureau of any expected Project outages for scheduled maintenance or repair purposes. Such notice shall be provided 48 hours in advance. The rate of release from El Vado Dam shall not be interrupted or changed by operation or maintenance of the powerplant except with Bureau approval.
- (5) The County hereby agrees that if the constructed power facilities interfere with, or threaten to interfere with the rate of release of water called for by the Bureau, the County shall correct the interference immediately. If the County fails to

correct the interference in a reasonable time, the Bureau shall make the correction at the expense of the County.

- (e) The County, in consultation with the Bureau, will provide input to an Emergency Preparedness Plan setting forth procedures to be followed in case of accident to or failure of the Project. This plan will be coordinated with the existing Emergency Preparedness Plan, the Standing Operating Procedures, and the Designer's Operating Criteria already developed for El Vado Dam.
- (f) The Bureau shall each year develop an Annual Operating Plan for the operation of El Vado Dam in consultation with all interested parties.
- (g) The Bureau will provide the County reasonable prior notice (when possible) of any change in the reservoir release pattern or flows even though such changes may be contemplated in the Annual Operating Plan.
- (h) Coordinated operation of the reservoir, replacement outlet works, spillway and hydroelectric facilities of the County, shall be undertaken in accordance with procedures to be developed jointly by the County and the Bureau.

5. Maintenance

- (a) The County at its own expense will be responsible for the maintenance of the constructed Project, and any automatic controls or mechanical equipment installed by the County in the replacement outlet works.
- (b) The Bureau shall have the right to conduct reasonable inspections of the Project to ensure it is being operated and maintained in a manner which will not endanger the structural integrity of El Vado Dam or interfere with the Bureau's operation of El Vado Dam. Review of Operation and maintenance examinations of the Project shall be conducted concurrently with Bureau examinations of El Vado Dam at the County's expense and upon prior reasonable notice to the County. Special inspections of the Project called for by the Bureau or the County due to a special or unique problem shall be at the County's expense. Copies of all reports shall be provided to the County and FERC.
- (c) The County will accomplish all necessary repairs related to the Project, as reasonably determined by the Bureau. Should the County fail to make such repairs in a timely and acceptable manner, the repairs will be made by the Bureau and the County will reimburse the Bureau for the cost of said repairs.

- (d) The County will be responsible to perform the maintenance and to pay the total cost of maintenance of the following:
- (1) The El Vado Dam Power Project structures described in Article 3(c).
 - (2) The access road to the Project powerplant within Parcels D-1, D-2, and B (partial) as shown on Exhibit A.
 - (3) Grounds care, and security measures of those areas under the control of the County.
 - (4) The powerplant tailrace channel between the powerplant and the plunge pool serving the replacement outlet works and the spillway, and areas downstream of the plunge pool which affect the Project operation, all in compliance with the Bureau and District requirements.
 - (5) The canyon walls above and adjacent to the powerplant, switchyard, service yard, powerplant tailrace channel, and service road, will be inspected jointly by the Bureau, the District, and the County on an annual basis to identify any

hazardous rock or slide conditions that may jeopardize the Project. The County will have the responsibility to correct any condition determined, thereof, and dispose of any rock or slide material in an area approved by the Bureau and District.

- (6) The facilities at the Bureau's Chama Field Division Office for remote control of the replacement outlet works, and for the remote monitoring system capable of showing the rate of total discharge.

6. Reimbursement of Bureau Costs

- (a) The County agrees to reimburse the Bureau for the reasonable direct costs incurred by the Bureau during the design, construction, and operation of the Project.
- (b) Charges for the following services rendered by the Bureau in connection with the County's activities shall be reimbursable by the County to the Bureau.
 - (1) Preparation of technical studies at the request of the County relating to El Vado Dam Power Project operation, structural integrity of El Vado Dam, or any other matter associated with the Project.

- (2) Review of design and specifications of Project features.
- (3) Site visits by Bureau personnel at the request of the County or as reasonably determined necessary by the Bureau.
- (4) Provision of copies of reports, drawings, and similar data requested by the County. A bill for reproduction cost will accompany each transmittal of copies.
- (5) Consultation other than routine telephone conversations with the County which involves more than an incidental amount of Bureau personnel time.

"Direct Costs" as used herein shall include an hourly charge for time reasonably incurred by Bureau personnel providing the aforementioned services, travel charges reasonably incurred for site visits and meetings requested by the County in connection with its designs and specifications, mail costs, and copying costs; Provided, however, that no charge shall be assessed for information, services, or relationships that would normally be provided to the public at no charge.

In addition to payment of direct costs as defined herein, the County shall pay to the Bureau an administrative overhead charge equivalent to 30 percent of all direct costs incurred by the Bureau (as defined above) other than copying and mailing costs.

- (c) The County has advanced to the Bureau an initial payment of \$2,500 to cover any costs incurred by the Bureau for the aforementioned services during the design and construction phase. The County shall advance further sums to the Bureau upon written notification of prospective expenditures which would overdraw such account. A quarterly accounting of costs by the Bureau will be provided to the County. Following initial commercial operation of the project, a fund balance not to exceed \$5,000 shall be maintained to cover any costs incurred by the Bureau during the operation phase.
- (d) To the extent that the County fails to maintain the powerplant access road pursuant to § 5(2), the County shall reimburse the Bureau one-hundred percent (100 percent) of the actual reasonable cost for its maintenance upon receipt of a proper invoice.
- (e) Following the initial year or years of operation of the El Vado Power Project, the Bureau and the County shall

endeavor to negotiate a flat annual fee to be paid by the County to the Bureau as reimbursement for the types of Bureau costs set forth in this Article 6. If successfully negotiated, said flat annual fee shall replace and supersede the charges provided for in this Article 6.

7. Payments for Use of El Vado Dam

(a) For all rights granted by the District hereunder and under the FERC License Agreement, the County agrees to pay the District the Initial Payment and the Annual Payments calculated in accordance with the following provisions.

(i) Initial Payment. \$50,000 in cash upon execution hereof.

(ii) Annual Payments. On or before March 31 of each calendar year during the term hereof, beginning with 1986, an amount equal the Millage Rate for that calendar year times the Annual Output but in no event less than the Minimum Payment for that calendar year.

(iii) Definitions. For purposes of this Section, the terms defined below shall have the meaning specified for any given calendar year.

Annual Output. The net amount of energy measured in kilowatt hours generated by the Project during the calendar year preceding an Annual Payment date determined by meters installed in the Project switchyard.

Millage Rate. For the calendar years 1986 through 1994, two mills (\$.0020) per kilowatt hour; for the first Adjustment Period, the greater of (a) 2.5 mills or (b) 2 mills increased by the Index Adjustment for the First Adjustment Period per kilowatt hour; and for later Adjustment Periods 2.5 mills (\$.0025) per kilowatt hour, subject to the applicable Index Adjustment.

Minimum Payment. \$50,000 for each calendar year during the term hereof, subject to the applicable Index Adjustment.

Index Adjustment. The percentage increase in the CPI-U Index between the Base Index and the Index Month, but not more than the Compound Inflation Rate for the preceding Adjustment Period, nor more than 40% of the energy charge for wholesale firm power service by the Western Area Power Administration in the area served by the Colorado River Storage Project pursuant to the rate schedule for such source approved by FERC in effect for the Index Month. The Index Adjustment shall apply in calculating Annual Payments during the Adjustment Period following the Index Month.

CPI-U Index. The Consumer Price Index, All Urban Consumers, U.S. City Average, All Items (1967=100), or any successor index promulgated by the U.S. Department of Labor, Bureau of Labor Statistics.

Base Index. The CPI-U Index for December 1985.

Index Month. Each December preceding the beginning of an Adjustment Period.

Compound Inflation Rate. The sum of the annual percentage changes in the CPI-U Index during the Adjustment Period, divided by the number of years in the Adjustment Period, expressed as a decimal plus 1.0 and raised by a power equal to the number of years in the Adjustment Period, in accordance with the following formula:

$$\text{CIR} = \frac{S}{100} + 1 \quad N$$

Where CIR = Compound inflation rate

S = Sum of annual percentage changes in the CPI-U Index in adjustment period

N = Number of years in adjustment period

Adjustment Period. 1995 through 2004, 2005 through 2014, 2015 through 2019, 2020 through 2024, 2025 through 2029, and 2030 through 2035.

- (iv) Verification. Each payment shall be accompanied by a certificate by the County's Utility Manager with respect to the Annual Output of the Project and the calculation of the applicable millage rate and minimum payment for the preceding calendar year.

If the District shall not, within 10 business days after receipt of the payment, object in writing to the amount thereof, specifying the reason for the objection, the payment shall be conclusively deemed to be correct. If such objection is made, the County and the District will negotiate in good faith to resolve the objection, and the account between them shall then be adjusted as they may agree upon. Upon written request, the County shall permit the District to test and verify the accuracy of the switchyard metering equipment at reasonable times. Interest is not payable on any amount payable by the County as an adjustment hereunder.

- (v) The parties recognize that the effects of indexing on the basic payment formula of \$.0025 times Annual Output may produce Annual Payments that are unreasonably high in relation to the County's costs and revenues or unfairly low in relation to the reasonable value of the rights granted by the District for continued operation of the Project. To avoid such unforeseeable and unintended results, either party may give written notice of its desire to renegotiate the provisions of this Section for Adjustment Periods after the date of such notice. If the parties pursue negotiations to an impasse,

the matter shall be submitted to arbitration by an independent engineer or economist chosen by the parties, and the costs of arbitration shall be borne by the party who gave the renegotiation notice.

8. Liability

- (a) The County hereby agrees to indemnify and hold harmless the Bureau and the District from any loss or damage and from any liability on account of personal injury, death or property damage of any nature whatsoever and by whomsoever made arising out of the County's activities under this Agreement.
- (b) Any damage to the El Vado Dam and its appurtenances as a result of the County's activities shall be repaired by the Bureau at the County's expense. The County shall make payments to the Bureau for these reimbursable costs as specified in Article 6.
- (c) The County shall have the right to offset against any amounts payable hereunder all amounts paid pursuant to any judgment recovered against it or in compromise and settlement of any claim adverse to the County's rights and interests hereunder based on a lack of authority or

ownership of the District or the Bureau. The County shall promptly notify the District and the Bureau of any such claim, and the parties shall cooperate in the defense thereof, each bearing all expenses in connection therewith. Neither the Bureau nor the District shall be obligated to the County for any loss, expense or obligation in excess of amounts payable by the County hereunder.

- (d) If the District shall obtain insurance pursuant to § 41-4-20 N.M. Stat. Ann. 1978, it shall name the County as an additional insured with respect to coverage provided for El Vado Dam and shall furnish copies of all policies to the County. The County shall similarly name the District as an additional insured under its insurance coverage of the Project and shall furnish copies of all policies to the District.

9. Cooperation of Parties Under the FERC License

- (a) This Agreement is subject to the terms and conditions of the License issued by FERC or by any successor agency for the Project, the Dam, and the Reservoir, excluding property owned by the United States, and the parties agree to cooperate to fulfill the conditions of the FERC License in all respects.

- (b) The Bureau's policies, regulations, specifications, and operating procedures with respect to the structural integrity and safety and to the operation and maintenance of El Vado Dam, or the maintenance of existing structures and improvements shall be applicable to the Dam and the Reservoir.
- (c) Any costs or expenses incurred to maintain the FERC License shall be borne by the County or the District to the extent applicable to each party's interest as defined in the FERC License Agreement, and the Bureau shall not be liable for any costs or expenses of the District or the County under the FERC License, or otherwise in connection with the Project.
- (d) This Agreement and the FERC License Agreement define and limit the County's liability to the District and the Bureau, and it shall not be liable to either of them except as set forth therein.

10. Equal Opportunity

During the performance of this Agreement, the County agrees as follows:

- (a) The County shall not discriminate against any employee or applicant for employment because of race, color,

religion, sex, or national origin. The County shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The County agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Bureau setting forth the provisions of this nondiscrimination clause.

- (b) The County shall, in all solicitations or advertisements for employees placed by or on behalf of the County, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.
- (c) The County shall send to each labor union or representative of workers, with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Bureau, advising the said labor union or workers' representative of the County's

commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (d) The County shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The County shall furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by the Bureau and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the County's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement shall be cancelled, terminated, or suspended, in whole or in part, and the County shall be declared ineligible for further Government contracts in accordance with procedures authorized in said amended

Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (g) The County shall include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The County shall take such action with respect to any subcontract or purchase as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the County becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the County may request the Bureau to enter into such litigation to protect the interest of the United States.

11. Title VI, Civil Rights Act of 1964

- (a) The County agrees that it will comply with Title VI of the Civil Rights Act of July 2, 1964 (78 Stat. 241) and all requirements imposed by or pursuant to the

Department of the Interior Regulation (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of the Act and the Regulation, no person in the United States shall, on grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the County received financial assistance from the United States and hereby gives assurance that it will immediately take any measure to effectuate this Agreement.

12. Certification of Nonsegregated Facilities

The County hereby certifies that it does not maintain or provide for its employee any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at a location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The County agrees that a breach of this certification is a violation of Title VI, Civil Rights Act of 1964. As used in this certification, the term "segregated facilities", means any waiting rooms, work areas,

restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

13. Officials Not to Benefit

- (a) No member of or delegate to Congress or resident Commissioner shall be admitted to any share or part of this License and Agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

- (b) No official of the County shall receive any benefit that may arise by reason of the execution of the License and Agreement other than as a landowner within the Project and in the same manner as other landowners within the Project.

14. Existing Relationships

- (a) This Agreement shall not have any effect on existing agreements, rights, and relationships between the Bureau and the District, nor on existing relationships among the Bureau, the District, and any of the six Rio Grande Indian Pueblos served by District works, nor on the administration of the Rio Grande under the Rio Grande Compact.
- (b) This Agreement shall not affect any water rights of any Indian Pueblo nor any person or organization served by District works.

15. Future Work

The implementation of this License and Agreement does not in any way restrict the Bureau or the District from any future modifications or improvements to the Dam and Reservoir and appurtenant features that are not inconsistent with the rights of the County hereunder and under the FERC License Agreement.

16. Term of Agreement

- (a) This License and Agreement shall become effective on the day of execution by the Bureau and the District, and

shall terminate upon termination or transfer of the FERC license for the Project, but not more than 50 years after execution hereof.

- (b) Any termination of the Repayment Contract or of the Bureau's rights in the Dam and Reservoir shall not affect the term of this License and Agreement. If the Bureau's control of the Dam and Reservoir shall terminate, the "District" shall be substituted for the "Bureau" hereunder, except where the context indicates such a substitution is inappropriate (e.g. Section 9(c)).
- (c) The benefits and obligations of this License and Agreement may be assigned by all parties concerned. This License and Agreement shall be binding upon any assigns or successors of the Bureau approved by the Regional Director, Southwest Region; upon any assigns or successors of the District approved by the Chairman of its Board of Directors, or of the County approved by its County Council, and, where applicable, by FERC pursuant to 16 U.S.C. § 801.
- (d) Not later than one year before expiration of the initial term (50 years) of the FERC License, the parties shall begin negotiations in good faith to determine the terms

and conditions upon which the County shall have the right to enjoy continuous use of the Project, the Dam, and the Reservoir under any renewed or extended FERC License.

17. Notices

(a) Any notice, demand, or request authorized or required by this License and Agreement shall be deemed to have been given when mailed, postage prepaid, or personally delivered as follows:

(b) If to the Bureau, to:

Bureau of Reclamation
Upper Rio Grande Basin Projects Office
Projects Superintendent
Post Office Box 252
505 Marquette, N.W.
Albuquerque, New Mexico 87103

(c) If to the District, to:

Chairman of the Board of Directors
Middle Rio Grande Conservancy District
Post Office Box 581
1930 2nd Street, N.W.
Albuquerque, New Mexico 87103

(d) If to the County, to:

Incorporated County of Los Alamos
Post Office Box 30
Attention: Utility Manager
Los Alamos, New Mexico 87544

(e) If to FERC, to:

Regional Engineer
Federal Energy Regulatory Commission
819 Taylor Street
Fort Worth, Texas 76102

- (f) The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

ARTICLE I. - MODIFICATIONS

17. The provisions of this agreement may be modified or added to by mutual agreement of the parties.

UNITED STATES OF AMERICA

By: Eugene Kuida
Regional Director, Southwest Region
Bureau of Reclamation
Department of the Interior
12/30/85

MIDDLE RIO GRANDE CONSERVANCY
DISTRICT

By: Benito Romero
Chairman, Board of Directors

COUNTY OF LOS ALAMOS

By: Morris B Pongrat
Chairman, County Council

By: Frederic A. Gross, Jr.
Chairman, Board of Public
Utilities

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 10th day of November, 1984, by BENITO ROMERO, Chairman of Board of Directors of the Middle Rio Grande Conservancy District, a New Mexico conservancy district, on behalf of said conservancy District.

Decky Pusea
Notary Public

My commission expires:
June 16, 1987

STATE OF TEXAS)
) ss.
COUNTY OF POTTER)

The foregoing instrument was acknowledged before me this 30th day of December, 1985, by Eugene Hinds, Regional Director, Southwest Region of the Bureau of Reclamation, Amarillo, Texas, on behalf of the Bureau.

Jo N. Westfall
Notary Public

My commission expires:
05/09/87

Jo N. Westfall
(Notary Public)

STATE OF NEW MEXICO)
) ss.
COUNTY OF LOS ALAMOS)

The foregoing instrument was acknowledged before me this 9th day of December, 1985, by Morris B. Pongramtz, Chairman of the County Council of the Incorporated County of Los Alamos, on behalf of said County.

Mariann A. Montoya
Notary Public

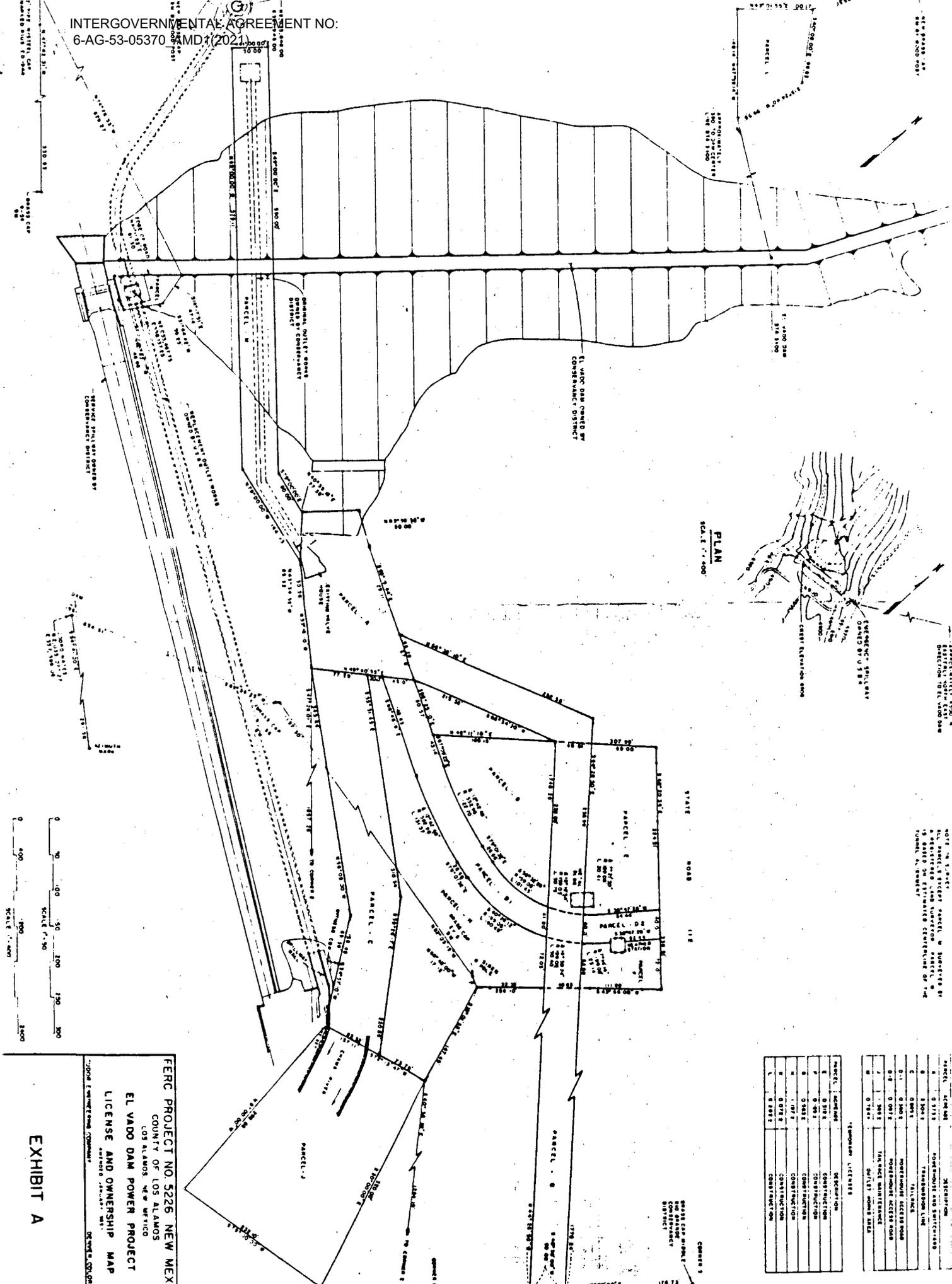
My commission expires:
May 21, 1987

STATE OF NEW MEXICO)
) ss.
COUNTY OF LOS ALAMOS)

The foregoing instrument was acknowledged before me this 9th
day of December, 1985, by Fred A. Gross, Jr., Chairman
of the Board of Public Utilities of the Incorporated County of Los
Alamos.

Marilyn A. Montoya
Notary Public

My commission expires:
May 21, 1987



PLAN
SCALE 1"=400'

NOTE: 1. Parcel A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VV, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YY, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ.

PARCEL	DESCRIPTION	REMARKS
A	CONSTRUCTION	CONSTRUCTION
B	CONSTRUCTION	CONSTRUCTION
C	CONSTRUCTION	CONSTRUCTION
D	CONSTRUCTION	CONSTRUCTION
E	CONSTRUCTION	CONSTRUCTION
F	CONSTRUCTION	CONSTRUCTION
G	CONSTRUCTION	CONSTRUCTION
H	CONSTRUCTION	CONSTRUCTION
I	CONSTRUCTION	CONSTRUCTION
J	CONSTRUCTION	CONSTRUCTION
K	CONSTRUCTION	CONSTRUCTION
L	CONSTRUCTION	CONSTRUCTION
M	CONSTRUCTION	CONSTRUCTION
N	CONSTRUCTION	CONSTRUCTION
O	CONSTRUCTION	CONSTRUCTION
P	CONSTRUCTION	CONSTRUCTION
Q	CONSTRUCTION	CONSTRUCTION
R	CONSTRUCTION	CONSTRUCTION
S	CONSTRUCTION	CONSTRUCTION
T	CONSTRUCTION	CONSTRUCTION
U	CONSTRUCTION	CONSTRUCTION
V	CONSTRUCTION	CONSTRUCTION
W	CONSTRUCTION	CONSTRUCTION
X	CONSTRUCTION	CONSTRUCTION
Y	CONSTRUCTION	CONSTRUCTION
Z	CONSTRUCTION	CONSTRUCTION

FERC PROJECT NO. 5226 NEW MEXIC
COUNTY OF LOS ALAMOS
LOS ALAMOS, NEW MEXICO
EL VADO DAM POWER PROJECT
LICENSE AND OWNERSHIP MAP
DATE: 11/11/2021
BY: [Signature]

PARCEL - A
LEGAL DESCRIPTION
CONTRACTOR'S WORK AREA - PERMANENT EASEMENT

A certain tract or parcel of land lying and being situate within the Tierra Amarilla Grant, within El Vado, New Mexico, Rio Arriba County, New Mexico, and being more particularly described as follows: Beginning at the southerly corner of the tract herein described, from whence a brass cap marked, Middle Rio Grande Conservancy District, Corner 2, El Vado 1934 BM bears S47°26'01"E 1857.26' distant; thence from said point of beginning N53°16'10"W 150.56' to a point, thence N43°34'55"W 65.32' to a point, thence N40°59'15"E 77.58' to a point, thence S63°59'35"E 50.00' to a point, thence S65°19'44"E 196.29' to a point, thence S49°40'55"W 142.29' to the point and place of beginning, containing 0.573 acres, more or less. All as delineated on that certain plat of survey by Western Tel-Com Services of New Mexico, Inc. entitled: "Plat of Survey for Tudor Engineering Company, El Vado, New Mexico, within the Tierra Amarilla Grant, Rio Arriba County, New Mexico.", dated June 1984, and bearing File No. D-35.

PARCEL - B
LEGAL DESCRIPTION
TRANSMISSION LINE - PERMANENT EASEMENT

A certain tract or parcel of land lying and being situate within the Tierra Amarilla Grant, within El Vado, New Mexico, Rio Arriba County, New Mexico, and being more particularly described as follows: Beginning at the southerly corner of the tract herein described, from whence a brass cap marked, Middle Rio Grande Conservancy District, Corner 2, El Vado 1934 BM bears S40°30'00"W 245.44' distant; thence from said point of beginning N44°26'50"W 1746.29' to a point, thence S66°34'20"W 213.52' to a point, thence N65°19'44"W 67.18' to a point, thence N66°35'10"E 292.56' to a point, thence S44°26'50"E 1776.24' to a point, thence S40°30'00"W 50.00' to the point and place of beginning, containing 2.304 acres, more or less. All as delineated on that certain plat of survey by Western Tel-Com Services of New Mexico, Inc. entitled: "Plat of Survey for Tudor Engineering Company, El Vado, New Mexico, within the Tierra Amarilla Grant, Rio Arriba County, New Mexico.", dated June 1984, and bearing File No. D-35.

PARCEL - C
LEGAL DESCRIPTION
TAILRACE MAINTENANCE - PERMANENT EASEMENT

A certain tract or parcel of land lying and being situate within the Tierra Amarilla Grant, within El Vado, Rio Arriba County, New Mexico, and being more particularly described as follows: Beginning at the southeasterly corner of the tract herein described, from whence a brass cap marked Middle Rio Grande Conservancy District, Corner 2, El Vado 1934 BM bears $N72^{\circ}13'47''E$ 73.79', thence $S40^{\circ}36'26''E$ 1294.19' distant, thence from said point of beginning $S72^{\circ}13'47''W$ 83.32' to a point, thence $N34^{\circ}37'10''W$ 156.48' to a point, thence $N56^{\circ}05'00''W$ 345.84' to a point, thence $N49^{\circ}40'55''E$ 77.29' to a point, thence $S55^{\circ}31'45''E$ 310.54' to a point, thence $S39^{\circ}26'17''E$ 220.85' to the point and place of beginning; containing 0.885 acres, more or less. All as delineated on that certain plat of survey by Western Tel-Com Services of New Mexico, Inc. entitled: "Plat of Survey for Tudor Engineering Company, El Vado, New Mexico, within the Tierra Amarilla Grant, Rio Arriba County, New Mexico.", dated June 1984, and bearing File No. D-35.

PARCEL - D-1
LEGAL DESCRIPTION
ACCESS ROAD - PERMANENT EASEMENT

A certain tract or parcel of land lying and being situate within the Tierra Amarilla Grant, within El Vado, New Mexico Rio Arriba County, New Mexico, and being more particularly described as follows: Beginning at the westerly corner of the tract herein described, from whence a brass cap marked Middle Rio Grande Conservancy District, Corner 2, El Vado 1934 BM bears the following bearings and distances: S49°40'55"W 97.29' to a point, thence S47°26'01"E 1857.26' distant; thence from said point of beginning N49°40'55"E 45.00' to a point, thence S66°25'10"E 80.57' to a point, thence S67°09'22"E 43.14' to a point, thence running along a curve to the left with a radius of 552.96', 122.70' to a point, thence S79°01'32"E 26.66' to a point, thence running along a curve to the left with a radius of 159.05', 101.43' to a point, thence S44°26'50"E 41.80' to a point, thence running along a curve to the right with a radius of 199.05', 140.48' to a point, thence N79°01'32"W 26.66' to a point, thence running along a curve to the right with a radius of 592.96', 131.57' to a point, thence N66°48'19"W 143.43' to the point and place of beginning; containing 0.375 acres, more or less. All as delineated on that certain plat of survey by Western Tel-Com Services of New Mexico, Inc. entitled: "Plat of Survey for Tudor Engineering Company, El Vado, New Mexico, within the Tierra Amarilla Grant, Rio Arriba County, New Mexico.", dated June 1984, and bearing File No. D-35.

PARCEL - D-2
LEGAL DESCRIPTION
ACCESS ROAD - PERMANENT EASEMENT

A certain tract or parcel of land lying and being situate within the Tierra Amarilla Grant, within El Vado, New Mexico, Rio Arriba County, New Mexico, and being more particularly described as follows: Beginning at the southerly corner of the tract herein described, from whence a brass cap marked, Middle Rio Grande Conservancy District, Corner 2, El Vado 1934 BM bears the following bearings and distances: S44°26'50"E 1465.40 to a point, thence S40°30'00"W 295.44' distant; thence from said point of beginning N44°26'50"W 40.00' to a point, thence running around a curve to the left with a radius of 159.05', 20.41' to a point, thence N38°47'28"E 84.44' to a point on the westerly right-of-way of State Road 112, thence running along said right-of-way S48°20'34"E 40.00' to a point, thence leaving said right-of-way S38°47'28"W 82.44' to a point, thence running around a curve to the right with a radius of 199.05', 25.14' to the point and place of beginning; containing 0.097 acres, more or less. All as delineated on that certain plat of survey by Western Tel-Com Services of New Mexico, Inc. entitled: "Plat of Survey for Tudor Engineering Company, El Vado, New Mexico, within the Tierra Amarilla Grant, Rio Arriba County, New Mexico.", dated June 1984, and bearing File No. D-35.

PARCEL - M
LEGAL DESCRIPTION
OUTLET WORKS AREA - PERMANENT EASEMENT

A certain tract or parcel of land lying and being situate within the Tierra Amarilla Grant, within El Vado, Rio Arriba County, New Mexico, and being more particularly described as follows: Beginning at the southeasterly corner of the tract herein described, from whence a brass cap marked Middle Rio Grande Conservancy District, Corner 2, El Vado 1934 BM bears S53°16'10"E 150.56', thence S47°26'01"E 1857.26' distant, thence from said point of beginning N79°W 144.95' to a point, thence N49°W 579.11' to a point, thence N41°E 50.00' to a point, thence S49°E 590.00' to a point, thence S79°E 60.00' to a point, thence S43°34'55"E 65.32' to the point and place of beginning; containing 0.784 acres, more or less. All as delineated on that certain plat of survey by Western Tel-Com Services of New Mexico, Inc. entitled: "Plat of Survey for Tudor Engineering Company, El Vado, New Mexico, within the Tierra Amarilla Grant, Rio Arriba County, New Mexico.", dated June 1984, and bearing File No. D-35.

PARCEL - E
LEGAL DESCRIPTION
CONSTRUCTION TEMPORARY EASEMENT

A certain tract or parcel of land lying and being situate within the Tierra Amarilla Grant, within El Vado, New Mexico, Rio Arriba County, New Mexico, and being more particularly described as follows: Beginning at the southerly corner of the tract herein described, from whence a brass cap marked Middle Rio Grande Conservancy District, Corner 3, El Vado 1934 BM bears S44°26'50"E 1505.36' to a point, thence N40°30'00"E 176.73' distant; thence from said point of beginning N44°26'50"W 235.99' to a point, thence N46°11'10"E 89.00' to a point on the westerly right-of-way of State Road 112, thence running along said right-of-way S48°20'34"E 224.51' to a point, thence leaving said right-of-way S38°47'28"W 84.44' to a point, thence running along a curve to the right with a radius of 159.05', 20.41' to the point and place of beginning, containing 0.512 acres, more or less. All as delineated on that certain plat of survey by Western Tel-Com Services of New Mexico, Inc. entitled: "Plat of Survey for Tudor Engineering Company, El Vado, New Mexico, within the Tierra Amarilla Grant, Rio Arriba County, New Mexico.", dated June 1984, and bearing File No. D-35.

PARCEL - F
LEGAL DESCRIPTION
CONSTRUCTION TEMPORARY EASEMENT

A certain tract or parcel of land lying and being situate within the Tierra Amarilla Grant, within El Vado, New Mexico, Rio Arriba County, New Mexico, and being more particularly described as follows: Beginning at the southerly corner of the tract herein described, from whence a brass cap marked, Middle Rio Grande Conservancy District, Corner 3, El Vado 1934 BM bears $S44^{\circ}26'50''E$ 1401.49' to a point, thence $N40^{\circ}30'00''E$ 176.73' distant; thence from said point of beginning $N44^{\circ}26'50''W$ 63.88' to a point, thence running along a curve to the left with a radius of 199.05', 25.14' to a point, thence $N38^{\circ}47'28''E$ 82.44' to a point on the westerly right-of-way of State Road 112, thence running along said right-of-way $S48^{\circ}20'34''E$ 72.00' to a point, thence leaving said right-of-way $S43^{\circ}56'00''W$ 111.89' to the point and place of beginning, containing 0.169 acres, more or less. All as delineated on that certain plat of survey by Western Tel-Com Services of New Mexico, Inc. entitled: "Plat of Survey for Tudor Engineering Company, El Vado, New Mexico, within the Tierra Amarilla Grant, Rio Arriba County, New Mexico.", dated June 1984, and bearing File No. D-35.

PARCEL - G
LEGAL DESCRIPTION
CONSTRUCTION TEMPORARY EASEMENT

A certain tract or parcel of land lying and being situate within the Tierra Amarilla Grant, within El Vado, New Mexico, Rio Arriba County, New Mexico, and being more particularly described as follows: Beginning at the southeasterly corner of the tract herein described, from whence a brass cap marked Middle Rio Grande Conservancy District, Corner 3, El Vado 1934 BM bears S44°26'50"E 1518.27' to a point, thence N40°30'00"E 226.73' distant; thence from said point of beginning and running along a curve to the right with a radius of 159.05', 101.43' to a point, thence N79°01'32"W 26.66' to a point, thence running along a curve to the right with a radius of 552.96', 122.70' to a point, thence N67°09'22"W 43.14' to a point, thence N46°11'10"E 169.18' to a point, thence S44°26'50"E 228.00' to the point and place of beginning, containing 0.567 acres, more or less. All as delineated on that certain plat of survey by Western Tel-Com Services of New Mexico, Inc. entitled: "Plat of Survey for Tudor Engineering Company, El Vado, New Mexico, within the Tierra Amarilla Grant, Rio Arriba County, New Mexico.", dated June 1984, and bearing File No. D-35.

PARCEL - H
LEGAL DESCRIPTION
CONSTRUCTION TEMPORARY EASEMENT

A certain tract or parcel of land lying and being situate within the Tierra Amarilla Grant, within El Vado, New Mexico, Rio Arriba County, New Mexico, and being more particularly described as follows: Beginning at the southeasterly corner of the tract herein described, from whence a brass cap marked Middle Rio Grande Conservancy District, Corner 2, El Vado 1934 BM bears S40°36'26"E 1294.19' distant, thence from said point of beginning S72°13'47"W 73.79' to a point, thence N39°26'17"W 220.85' to a point, thence N55°31'45"W 310.54' to a point, thence N49°40'55"E 20.00' to a point, thence S66°48'19"E 143.43' to a point, thence running along a curve to the left with a radius of 592.96', 131.57' to a point, thence S79°01'32"E 26.66' to a point, thence running along a curve to the left with a radius of 199.05', 140.48' to a point, thence S44°26'50"E 72.05' to a point, thence S43°56'00"W 92.38' to a point, thence S18°01'55"E 147.49' to the point and place of beginning, containing 1.198 acres, more or less. All as delineated on that certain plat of survey by Western Tel-Com Services of New Mexico, Inc. entitled: "Plat of Survey for Tudor Engineering Company, El Vado, New Mexico, within the Tierra Amarilla Grant, Rio Arriba County, New Mexico.", dated June 1984, and bearing File No. D-35.

PARCEL - J
LEGAL DESCRIPTION
TAILRACE MAINTENANCE ROAD

A certain tract or parcel of land lying and being situate within the Tierra Amarilla Grant, within El Vado, New Mexico, Rio Arriba County, New Mexico, and being more particularly described as follows: Beginning at the northeasterly corner of the tract herein described, from whence a brass cap marked Middle Rio Grande Conservancy District, Corner 2, El Vado 1934 BM bears S40°36'26"E 1294.19' distant, thence from said point of beginning S20°E 320.00' to a point, thence S79°W 232.11' to a point, thence N06°W 298.68' to a point, thence N72°13'14"E 157.11' to the point and place of beginning, containing 1.369 acres, more or less. All as delineated on that certain plat of survey by Western Tel-Com Services of New Mexico, Inc. entitled: "Plat of Survey for Tudor Engineering Company, El Vado, New Mexico, within the Tierra Amarilla Grant, Rio Arriba County, New Mexico.", dated June 1984, and bearing File No. D-35.

PARCEL - K
LEGAL DESCRIPTION
SHAFT HOUSE - TEMPORARY EASEMENT

A certain tract or parcel of land lying and being situate within the Tierra Amarilla Grant, within El Vado, New Mexico, Rio Arriba County, New Mexico, and being more particularly described as follows: Beginning at the northerly corner of the tract herein described, from whence a 2" pipe with a steel cap marked R 1 U.S.E.D. 1944 bears N74°26'33"W 629.27' distant; thence from said point of beginning S14°17'51"E 47.14' to a point, thence S31°44'42"W 55.25' to a point, thence N60°42'11"W 48.96' to a point, thence N41°11'23"E 91.30' to the point and place of beginning; containing 0.072 acres, more or less. All as delineated on that certain plat of survey by Western Tel-Com Services of New Mexico, Inc. entitled: "Plat of Survey for Tudor Engineering Company, El Vado, New Mexico, within the Tierra Amarilla Grant, Rio Arriba County, New Mexico.", dated August 1, 1984, and bearing File No. B-23.

PARCEL - L
LEGAL DESCRIPTION
DIVERS TEMPORARY EASEMENT

A certain tract or parcel of land lying and being situate within the Tierra Amarilla Grant, within El Vado, New Mexico, Rio Arriba County, New Mexico, and being more particularly described as follows: Beginning at the northerly corner of the tract herein described, from whence a B.M. brass cap R-2 bears N21°51'42"E 288.51' distant; thence from said point of beginning S40°08'00"E 99.63' to a point, thence S13°24'40"W 99.55' to a point, thence N47°39'14"W 148.14' to a point, thence N43°01'55"E 100.17' to the point and place of beginning; containing 0.262 acres, more or less. All as delineated on that certain plat of survey by Western Tel-Com Services of New Mexico, Inc. entitled: "Plat of Survey for Tudor Engineering Company, El Vado, New Mexico, within the Tierra Amarilla Grant, Rio Arriba County, New Mexico.", dated August 1, 1984, and bearing File No. B-24.