El Paso County Water Improvement District #1

Presentation: Jesus Reyes, General Manager EPCWID #1
Water Transfers/Water Assignments
EPCWID #1 Boundaries

400 miles of canals
350 miles of drains
Serves 32,000 water accounts
Irrigates 69,010 acres
February 25, 1920
251
SALE OF WATER FOR MISCELLANEOUS PURPOSES
An act for furnishing water supply for miscellaneous purposes in connection with reclamation projects. (Act of February 25, 1920, 41 Stat. 451) [Sale of water for miscellaneous purposes other than for irrigation—Contract—Delivery not to be detrimental to water service—Moneys received to be covered into the reclamation fund.]—The Secretary of the Interior, in connection with the operations under the reclamation law, is hereby authorized to enter into contract to supply water from any project irrigation system for other purposes than irrigation, upon such conditions of delivery, use, and payment as he may deem proper: Provided, That the approval of such contract by the water users’ association or associations shall have been first obtained: Provided, That no such contract shall be entered into except upon a showing that there is no other practicable source of water supply for the purpose: Provided further, That no water shall be furnished for the uses aforesaid if the delivery of such water shall be detrimental to the water service for such irrigation project or to the rights of any prior appropriator: Provided further, That the moneys derived from such contracts shall be covered into the reclamation fund and be placed to the credit of the project from which such water is supplied. (41 Stat. 451; 43 U.S.C. ~ 521)
RIO GRANDE PROJECT
TEXAS

CONTRACT
between the

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

and the

EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1
TEXAS

FOR THE CONVERSION OF RIO GRANDE PROJECT WATER
FROM IRRIGATION TO MISCELLANEOUS PURPOSES
AND USES OTHER THAN IRRIGATION

WITNESSETH:

THIS CONTRACT, made this 14th day of March, 1998, between the UNITED STATES OF AMERICA, hereinafter called "United States," acting through the Secretary of the Interior, hereinafter called "the Secretary," and the EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1, a political subdivision of the State of Texas, organized and existing under and by virtue of Article XVI, Section 59 of the Constitution of the State of Texas, hereinafter referred to as "the District," pursuant to the Act of June 17, 1902 (32 Stat. 388) and all acts amendatory thereof or supplementary thereto, particularly the Act of February 25, 1920 (41 Stat. 451).

RECITALS:

WHEREAS, pursuant to the Act of February 25, 1905 (33 Stat. 814), and approved by the Secretary on December 2, 1905, the United States constructed the Rio Grande Reclamation Project, hereinafter called "the Project," to store water in New Mexico for irrigation of Project lands in New Mexico and Texas and to aid in the delivery of water to Mexico under provisions of the 1906 treaty with Mexico which was ratified by the Congress on January 16, 1907. Additional Project features have been authorized from time to time;

WHEREAS, the Rio Grande is an international and interstate stream;

March 18, 1998 at 8:00 p.m.
RIO GRANDE PROJECT
IMPLEMENTING THIRD-PARTY CONTRACT

among the

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION,

the

EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1,

and the

CITY OF EL PASO
JOINED BY ITS PUBLIC SERVICE BOARD

for

CONVERSION OF RIO GRANDE PROJECT WATER TO MUNICIPAL
USE; DELIVERY OF DISTRICT WATER TO THE JONATHAN ROGERS
WATER TREATMENT PLANT; AND DELIVERY BY THE CITY OF EL
PASO OF USABLE SEWAGE EFFLUENT TO THE EL PASO COUNTY
WATER IMPROVEMENT DISTRICT NO. 1
RESOLUTION

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE RIO GRANDE PROJECT IMPLEMENTING THIRD-PARTY CONTRACT AMONG THE UNITED STATES OF AMERICA DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION, THE EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1, AND THE CITY OF EL PASO JOINED BY ITS PUBLIC SERVICE BOARD FOR CONVERSION OF RIO GRANDE PROJECT WATER TO MUNICIPAL USE; DELIVERY OF DISTRICT WATER TO THE JONATHAN ROGERS WATER TREATMENT PLANT; AND DELIVERY BY THE CITY OF EL PASO OF USABLE SEWAGE EFFLUENT TO THE EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1; AUTHORIZING THE BOARD CHAIR TO EXECUTE THE FIRST AMENDMENT TO THE CONTRACT; AND REQUESTING THE CITY COUNCIL TO AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT AMENDMENT.

RESOLVED, that the Chair of the El Paso Water Utilities Public Service Board is hereby authorized to execute the First Amendment to the Rio Grande Project Implementing Third-Party Contract among the United States of America Department of the Interior Bureau of Reclamation, the El Paso County Water Improvement District No. 1, and the City of El Paso joined by its Public Service Board for conversion of Rio Grande Project water to municipal use; Delivery of District Water to the Jonathan Rogers Water Treatment Plant; and Delivery by the City of El Paso of Usable Sewage Effluent to the El Paso County Water Improvement District No. 1; and hereby requesting that the City Council authorize the Mayor to execute the Contract Amendment. All other provisions, terms and conditions of the Contract are hereby affirmed and confirmed to continue in all respects.

PASSED AND APPROVED at a regular meeting of the El Paso Water Utilities Public Service Board of the City of El Paso, Texas, this 10th day of March, 2010, at which meeting a quorum was present, it being held in accordance with the provisions of V.T.C.A. Government Code, Sections 5501.001 et. Seq.

EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD

ATTEST:

[Signature]
Secretary/Treasurer

APPROVED AS TO FORM:

[Signature]
Robert D. Andron, General Counsel

Chair

[Signature]
Richard P. Martine

CITY CLERK, DEPT. E
10-10-99
INTERIM AGREEMENT REGARDING FORBEARANCE

Among the

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION,

the

EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1,

and

CITY OF EL PASO, BY AND THROUGH ITS PUBLIC SERVICE BOARD

THIS INTERIM AGREEMENT REGARDING FORBEARANCE (“Agreement”) is made and entered into as of the 20th day of OCTOBER, 2004, by and among the EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1, a political subdivision of the State of Texas, organized and existing under and by virtue of Article XVI, Section 59 of the Constitution of the State of Texas (the “District”), the CITY OF EL PASO, a municipal corporation organized and existing under and by virtue of the laws of the State of Texas, by and through its Public Service Board, acting through its duly authorized Chairman (the “City”), and the UNITED STATES OF AMERICA (the “United States”), through the Secretary of the Interior (the “Secretary”), pursuant to the Act of June 17, 1902 (32 Stat. 388; 43 U.S.C. §391) and all acts amendatory thereof or supplementary thereto, particularly the Act of February 25, 1920 (41 Stat. 451; 43 U.S.C. §521).

RECITALS

WHEREAS, the Rio Grande Reclamation Project (the “Project”) was authorized by Congress (Act of February 25, 1905 Ch. 798, Public Law 58-104, 33 Stat. 814);

WHEREAS, the District receives water from the Project subject to and in accordance with Reclamation Law and contracts with the United States;

WHEREAS, the United States and the District heretofore entered into that certain Contract No. 8-WC-40-R5030 for the Conversion of Rio Grande Project Water from
Here are some of the suggestions:

1. Your entity investigates the property for the possibility of irrigation water usage and/or irrigation facilities.
2. Your entity requires proof from property owner that “EPCWID #1” taxes are current.
3. The District will initiate a 60-day turnaround period for processing leases.
4. August 15 will be the cut-off day for submitting leases.
5. No refunds on processing lease fee(s).
6. The District will provide you with a listing of delinquent lands and/or Tax Notices for your entity for pursue water right leases.
ASSIGNMENT OF IRRIGATION WATER
FOR CONVERSION TO DOMESTIC, MUNICIPAL AND INDUSTRIAL USES

This Assignment is made between the City of El Paso, a Texas municipal corporation, acting by and through its Public Service Board ("Assignor"); and Assignee ("Assignee"); (hereinafter referred to as "the Parties").

1. PROPERTY. Assignor warrants that he/she either owns or leases the following described parcel of real property ("Property"); or otherwise holds an interest in the Property or a legal right that provides Assignor the authority and power to execute this Assignment (legal description):

Assignor further warrants that the Property constitutes no more than two acres of land within the boundaries of the City of El Paso and the El Paso County Water Improvement District No. 1 ("the District"), is classified by the District as having first-class water rights and is entitled to receive annual allotments of irrigation water from the District ("Irrigation Water").

2. AUTHORITY. The Parties agree that this Assignment is made pursuant to and subject to Contract No. 14-06-500-762, "Contract Permitting City of El Paso to Acquire Additional Water Supply for Municipal Purposes," dated December 26, 1962 between the United States, the District and Assignee ("the 1962 Contract") and all other applicable federal and state law.

3. ASSIGNMENT AND TERM. Assignor irrevocably assigns to Assignee for 75 years the right to deliver the Irrigation Water that the Property would be entitled to receive from the District, subject to the limits of the 1962 Contract.

4. CONSIDERATION. Assignee shall pay to the District on Assignor’s behalf all delinquent, current and future taxes, assessments and charges levied or assessed by the District against the Property; provided that Assignee’s obligation for payment shall be limited to the term of this Assignment; and further provided that if the term of this Assignment expires after Assignee has paid any taxes, charges or assessments for the year in which this Assignment expires, then Assignee shall refund to Assignee, pro rata from the date this Assignment expires, any sums paid by Assignee to the District on Assignor’s behalf. In no event shall Assignee have a right of recovery against the District for such sums paid.

5. COVENANT NOT TO IRRIGATE. Assignor covenants with Assignee and the District that Assignor will not order, accept, divert or use any Irrigation Water in respect of the Property during the term of this Assignment. Violation of this covenant constitutes not only a breach of contract but also an unlawful taking of water under the Texas Water Code for which the District may seek any and all remedies that may be provided by statute, common law, the 1962 Contract or any other applicable contract.

6. INREDOVARABILITY. This Assignment is irrevocable by the Parties and can be terminated by the Parties prior to its expiration only by the Parties’ mutual written agreement, recorded with the Real Property Records of El Paso County, Texas.

7. COVENANT RUNNING WITH THE LAND. This Assignment shall be a covenant running with the land.

8. BINDING EFFECT. This Assignment shall be binding upon the successors in interest and assigns of the Parties upon its recording with the Real Property Records of El Paso County, Texas.
ASSIGNMENT OF IRRIGATION WATER FOR CONVERSION TO DOMESTIC, MUNICIPAL AND INDUSTRIAL USES

This Assignment is made between the Lower Valley Water District, a conservation and reclamation district and municipal utility district organized and existing under the laws of the State of Texas ("Assignor"), and (owner of fee title or of right to contract for use of irrigation rights) ("Assignee"), (collectively "the Parties.

1. PROPERTY. Assignor warrants that he/she either owns in fee simple the following described parcel of real property ("Property"), or otherwise holds an interest in the Property or a legal right that provides Assignor the authority and power to execute this Assignment (legal description):

2. AUTHORITY. The Parties agree that this Assignment is made pursuant to and subject to Contract No. 9-07-48R05580, "Contract Regarding Delivery of Water to the El Paso County Lower Valley Water District Authority," dated November 29, 1988 between the United States, the District and Assignee ("the 1988 Contract"), and all other applicable federal and state law.

3. ASSIGNMENT AND TERM. Assignor irrevocably assigns to Assignee for 75 years the right to delivery of the irrigation Water that the Property would be entitled to receive from the District, subject to the limits of the 1988 Contract.

4. RENEWAL. Upon expiration of the original term, this Assignment shall be renewed automatically for successive 75-year terms unless specifically canceled in writing by Assignor, the District or Assignee, with notice to the others within six months prior to the expiration date. Such renewal or cancellation, as the case may be, shall be recorded by Assignee with the Real Property Records of El Paso County, Texas.

5. CONSIDERATION. Assignee shall pay to the District on Assignor’s behalf all delinquent, current and future taxes, assessments and charges levied or assessed by the District against the Property; provided that Assignee’s obligation for payment shall be limited to the term of this Assignment; and further provided that if the term of this Assignment expires after Assignee has paid any taxes, charges or assessments for the year in which this Assignment expires, then Assignor shall refund to Assignee, pro rata from the date this Assignment expires, any sums paid by Assignee to the District on Assignor’s behalf. In no event shall Assignee have a right of recovery against the District for such sums paid.

6. COVENANT NOT TO IRRIGATE. Assignor covenants with Assignee and the District that Assignor will not enter, accept, divert or use any Irrigation Water in respect of the Property during the term of this Assignment. Violation of this covenant constitutes not only a breach of contract but also an unlawful taking of water under the Texas Water Code for which the District may seek any and all remedies that may be provided by statute, common law, the 1988 Contract or any other applicable contract.
## Rights to Water Assignments

<table>
<thead>
<tr>
<th>Land Records Department gets</th>
<th>Land Records Department gets</th>
<th>Land Records Department gets</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.01 - 1.99 acres</td>
<td>2.00 acres &amp; over</td>
<td>Not Accepted</td>
</tr>
<tr>
<td>print-outs - from Land Rolls</td>
<td>verify legal description &amp; ownership</td>
<td>verify legal description &amp; ownership</td>
</tr>
<tr>
<td>print-outs - from Tax Rolls</td>
<td>verify legal description &amp; ownership</td>
<td>verify legal description &amp; ownership</td>
</tr>
<tr>
<td>Check on tax history, has the property been charged with Excess Water Charges for the past 3 years</td>
<td>Check on tax history, has the property been charged with Excess Water Charges for the past 3 years</td>
<td>Check on tax history, has the property been charged with Excess Water Charges for the past 3 years</td>
</tr>
<tr>
<td>Check by owner &amp; are there other property #’s that might have been charged with Excess Water Charges</td>
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<td>Check by owner &amp; are there other property #’s that might have been charged with Excess Water Charges</td>
</tr>
<tr>
<td>print-outs - from Water Records, verify whether or not irrigation water was used</td>
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<td>print-outs - from Water Records, verify whether or not irrigation water was used</td>
</tr>
<tr>
<td>If the above is acceptable process Right to Water Assignment on Land Rolls</td>
<td>prepare information &amp; maps for field investigation</td>
<td>any discrepancy between EPCVWD #1 records and the assignment will result in the assignment not being accepted &amp; returned with letter of explanation.</td>
</tr>
<tr>
<td>print &amp; make adjustments to SN</td>
<td>copy of City Tax Rolls</td>
<td></td>
</tr>
<tr>
<td>enter on computer system (change will automatically transfer to Tax)</td>
<td>copy of subdivision plat</td>
<td></td>
</tr>
<tr>
<td>account for assignment on Land Records Acreage Report</td>
<td>copy of plat</td>
<td></td>
</tr>
<tr>
<td>report</td>
<td>review of field report and MEMO by management</td>
<td></td>
</tr>
<tr>
<td>give SN to Tax Office</td>
<td>review by Board of Directors at regular scheduled Board Meeting</td>
<td></td>
</tr>
<tr>
<td>compare legal description on Right to Water Assignment to EPCVWD #1 Tax Rolls</td>
<td>prepare MEMO to supervisor to results of field investigation</td>
<td></td>
</tr>
<tr>
<td>process Rights to Water Assignment on Tax Rolls</td>
<td>review of field report and MEMO by management</td>
<td></td>
</tr>
<tr>
<td>print maintenance sheet &amp; assign new Owner # *</td>
<td>review by Board of Directors at regular scheduled Board Meeting</td>
<td></td>
</tr>
<tr>
<td>print &amp; check audit</td>
<td>if Right to Water Assignment is not approved, see column for NOT ACCEPTED assignment:</td>
<td></td>
</tr>
<tr>
<td>give SN to Water Records</td>
<td>if the above is approved</td>
<td></td>
</tr>
<tr>
<td>make record that Rights to Water Assignment: Small Tract will not be allowed to irrigate</td>
<td>process Right to Water Assignment on Land Rolls</td>
<td></td>
</tr>
<tr>
<td>Tract A for Water Rights</td>
<td>print &amp; make adjustments to SN</td>
<td></td>
</tr>
<tr>
<td>Tract A for Water Rights - are the propery owner who has less than 0.50 acres or a large parcel of land, EPCVWD requires at least 0.50 acres of Water Rights to be assigned when property owner applies for municipal water.</td>
<td>enter on computer system (change will automatically transfer to Tax)</td>
<td></td>
</tr>
<tr>
<td>Tract A for Water Rights (split) are handled the same as described above with the additon of accounting for a “paper” split in the legal description &amp; acreage.</td>
<td>account for assignment on Land Records Acreage Report</td>
<td></td>
</tr>
<tr>
<td>Split is processed by the Central Appraisal District &amp; the assignment is accompanied with documentation from this office.</td>
<td>Issue Authorization for Water Service and account for on Monthly Authorization Report</td>
<td></td>
</tr>
<tr>
<td>Split is made record of on Land Rolls &amp; on is SN by the Land Records Department.</td>
<td>print &amp; check audit</td>
<td></td>
</tr>
<tr>
<td>The SN is then processed by all EPCVWD #1 departments.</td>
<td>give SN to Water Records</td>
<td></td>
</tr>
<tr>
<td>For Identification</td>
<td>make record that Rights to Water Assignment: Small Tract will not be allowed to irrigate</td>
<td></td>
</tr>
<tr>
<td>Split is recorded on Suspended Land Books for identification purposes, what portion of land has water right &amp; which portion the assignment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A letter, accompanied by a copy of sketch describing the “Tract A” is sent to the property owner stating that the assignment can be accepted and they are not allowed to irrigate the portion of land quantified as “Tract A”</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Land code needs to be corrected from code 2 (general) to 1 (PSB assignment) or 6 (LVWD assignment).
Thank You!