Attachment G

50-Year Repayment Agreements

UC-455

MAY 24 19

Mr. David W. Walker
Colorado Water Conservancy Board
1313 Sherman
Denver CO 80203

Subject: Lease Agreement No. 5-AG-50-04420
with Recreation and Fish and Wil[illegible]
Head-San Luis Lakes Area (Intergovernmental Agreement)

Dear Mr. Walker:

The lease agreement referenced above between the Bureau of Reclamation (Reclamation), Colorado Division of Wildlife (DOW) and the Colorado Water Conservancy Board (CWCB) requires repayment for recreation and fish and wildli enhancement facilities as follows:

	Reclamation	DOW[1]	CWCB	Total
Separable costs for Recreation	50%		50%	100%
Separable costs for Fish and Wildlife	75%	25%		100%
Separable joint costs for Recreation and Fish and Wildlife	65%	17.5%	17.5%	100%

1. The DOW is committed to a maximum share of $204,000. The CWCB will finance the balance of the State's cost share.

As discussed with the DOW in a meeting May 8, 1991, in Alamosa Colorado, we would like to make a determination of what facilities have been constructed, and what monies have been expended by each party to the agreement.

We are enclosing a copy of Table 1 of the San Luis Lakes Wildlife and Recreation Development and Operation Plan entitled Public Use Cost Suballocation. This table shows what facilities were planned for construction, the estimated costs associated with each facility, and the cost allocation. The dollars presented in the table are 1982 dollars. The State's maximum obligation of $1,279,500 (DOW $204,000, CWCB $1,075,500) will be indexed to current dollars as provided in

Article 5 of the agreement and further provided in the Memorandum of Understanding between the DOW, CWCB, and the Colorado Department of Natural Resources. Using Reclamation's Construction Cost Trends, Composite Trend Index, the State's maximum obligation is $1,533,227 in January 1991, dollars, a 20.4 percent increase. The Construction Cost Trends, Composite Trend Index is enclosed and is subject to negotiations. Please submit a report to our office addressing the following questions:

1. What expenditures have been made by the CWCB for the construction of Recreation and Fish and Wildlife facilities? What were the dates of these expenditures?

2. Prioritize the remaining items listed in Table 1 that have not yet been constructed. This information will be used if funds are not available to construct all items identified in the table.

3. Have funds been authorized by the Colorado State Legislature for the CWCB's financial responsibilities for Recreation and Fish and Wildlife facilities? Are these funds available for disbursement? If not, when will funds be available for disbursement?

Once Reclamation receives the requested information from your office, as well as information we are requesting from the DOW, and supplemented by data from our own agency, we will provide all concerned entities with an updated allocation table.

If you have any questions please contact Richard Mingo of our Land Management and Recreation Branch at (801) 524-4104.

Sincerely,

Carol S. DeAngelis

Carol S. DeAngelis
Regional Supervisor of
Water and Land Resources

Enclosure

cc: US Fish and Wildlife Service
Attention: Rod Dewese
730 Simms Street, Suite 290
Golden CO 80401

Mr. Bob Clark
Colorado Division of Wildlife
2300 South Townsend Avenue
Montrose CO 81401
(each w/encl)

bc: Project Construction Engineer, Alamosa
Attention: SLV-100
(w/encl)

bcc: UC-454
(w/o encl)

WBR:RMingo:sf:588-4104:5/17/91:RICHARD-14

Table 1. Public use Facilities Cost and Suballocation

	Field Cost	Overhead	Recreation Cost	Fish and Wildlife Costs	Total Costs	Federal BOR Cost	State Cost	CWCB Cost	DOW Cost	DOW Expenditur (Credits
SEPARABLE SPECIFIC RECREATION 50 F/50 St										
Picnic sites	78,000	23,400	101,400	0	101,400	50,700	50,700	50,700	0	
Campsites	325,000	97,500	422,500	0	422,500	211,250	211,250	211,250	0	
Entrance station	15,000	4,500	19,500	0	19,500	9,750	9,750	9,750	0	
Comfort station	150,000	45,000	195,000	0	195,000	97,500	97,500	97,500	0	
Utilities	130,000	39,000	169,000	0	169,000	84,500	84,500	84,500	0	
WILDLIFE 75 F/25 St										
Nest platforms	2,000	600	0	2,600	2,600	1,950	650	0	650	
Nest islands	28,000	8,400	0	36,400	36,400	27,300	9,100	0	9,100	
Buoy line	4,000	1,200	0	5,200	5,200	3,900	1,300	0	1,300	
SEPARABLE JOINT 65 F/35 St										
Storage building	80,000	24,000	41,600	62,400	104,000	67,600	36,400	18,200	18,200	
Access Road	189,000	55,700	93,300	147,400	245,700	159,700	86,000	43,000	43,000	50,000
Cattleguard	2,000	600	1,000	1,600	2,600	1,700	900	450	450	
Buoyline fence	4,000	1,200	2,100	3,100	5,200	3,400	1,800	900	900	4,000
Boundary line survey	32,000	9,600	16,600	25,000	41,600	27,000	14,600	7,300	7,300	16,000
Signs	2,500	750	1,300	1,950	3,250	2,100	1,150	575	575	750
Gates	5,000	1,500	2,600	3,900	6,500	4,200	2,300	1,150	1,150	
Cleanup and removal	13,000	3,900	6,800	10,100	16,900	11,000	5,900	2,950	2,950	
Drift fence	4,000	1,200	2,100	3,100	5,200	3,400	1,800	900	900	4,000
Boat	15,000	4,500	7,800	11,700	19,500	12,700	6,800	3,400	3,400	
Boundary line fence	9,000	2,700	4,700	7,000	11,700	7,600	4,100	2,050	2,050	9,000
Boat ramp**	65,000	19,500	33,800	50,700	84,500	54,900	29,600	27,600	2,000	
Parking area**	26,000	7,800	13,500	20,300	33,800	22,000	11,800	8,000	3,800	
Vault toilets**	30,000	9,000	15,600	23,400	39,000	25,400	13,600	10,600	3,000	
	1,205,500	352,550	1,155,200	415,800	1,571,050	859,550	691,500	550,775	100,725	83,750
Land easement	100,000		40,000	60,000	100,000	65,000	35,000	17,500	17,500	100,000
Head Lake Diversion	133,000		53,200	79,800	133,000	86,400	46,600	23,300	23,300	
			1,248,400	555,650	1,804,050	1,040,950	763,100	621,575	141,525	183,750
State overhead @ 25%	302,125									
@ 5%	60,425									
	1,804,050									

San Luis Valley, Closed Basin Division
Recreation Facility Costs, Allocations & Expenditures

Actual Costs as of January 31, 1992

RECREATION (50% Reclamation, 50% CWCB)	Total Cost	Federal Share	CWCB Share	DOW Share
Aerial Photog, Access Road, Parking, Boat Ramp, Campgrounds (See Note 1)	21,927	10,963	10,963	0
Fencing	56,505	28,253	28,253	0
Surveying	21,251	10,626	10,626	0
				0
WILDLIFE (75% Reclamation, 25% CDOW)				
Head Lake Dike	1,950	1,463	0	488
SEPERABLE JOINT (65% Reclamation, 17.5% CWCB, 17.5% CDOW)				
Aerial Photog, Access Road, Parking, Boat Ramp, Campgrounds (See Note 1)	197,343	128,273	34,535	34,535
Head Lake Diversion	180,843	117,548	31,648	31,648
Head/San Luis Lake Measuring Structure	57,320	37,258	10,031	10,031
DOW Credits (See Note 2)	183,750	119,438	32,156	32,156
Subtotal - Actual Costs to Date	**720,888**	**453,820**	**158,211**	**108,857**

Estimated Costs to Finish Project (See Note 5)

RECREATION (50% Reclamation, 50% CWCB)	Estimated Cost	Overhead 30%	Total Cost	Federal Share	CWCB Share	DOW Share
Comfort Station	150,000	45,000	195,000	97,500	97,500	0
Entry Station	30,000	9,000	39,000	19,500	19,500	0
78 Picnic tables, grill, sunshades	140,000	42,000	182,000	91,000	91,000	0
Last Phase Mobilization	30,000	9,000	39,000	19,500	19,500	0
Primary Power	70,000	21,000	91,000	45,500	45,500	0
Water supply treatment	15000	4,500	19,500	9,750	9,750	0
DOW Costs from 6/30/91 to 1/31/92.	25780		25,780	12,890	12,890	
Site Work & Survey	**607,230**	**182,169**	**789,399**	**394,700**	**394,700**	**0**
WILDLIFE (75% Reclamation, 25% CDOW)						
Nest Platforms	2,000	600	2,600	1,950	0	650
Nest Island	28,000	8,400	36,400	27,300	0	9,100
Buoy Line	4,000	1,200	5,200	3,900	0	1,300
SEPERABLE JOINT (65% Reclamation, 17.5% CWCB, 17.5% CDOW)						
Residence & Maintenance Building & Campgrounds	173,000	51,900	224,900	146,185	39,358	39,358
3 Vault Toilets	41,500	12,450	53,950	35,068	9,441	9,441
Signs	12,500	3,750	16,250	10,563	2,844	2,844
Subtotal - Estimated Costs to Finish Project	1,329,010	390,969	1,719,979	915,305	741,982	62,693

Total - Actual and Estimated Cost Subtotals (See Note 3)	2,440,867	1,369,125	900,193	171,550
Less Credits and Payments Made To Date (See Note 4)		537,137	0	183,750
Estimated Balance Due		**831,988**	**900,193**	**(12,200)**

Notes

1. The Bureau of Reclamation has spent $219,269 to date on aerial photography, access road, boat ramp, parking, and campgrounds. It is estimated that 10 percent of this work should be allocated to recreation and 90 percent allocated to seperable joint costs. It should be noted that Table 1 of the San Luis Lakes Wildlife and Recreation Development and Operation Plan included a footnote that said that the DOW would pay 20% of the costs of "the dollars which would have been expended for original facilities when the DOW was the only recreation participant" ie. the DOW commited to pay $2,000 for boat ramp, $3,800 for the parking area and $3,000 for one toilet. These costs could not be readily seperated from the $219,000, and the DOW's costs have not been limited to the $2,000, $3,800, and $3000 in this analysis.

2. The 1985 agreement includes $183,000 in credits that includes the following:

Access Road
Bouyline fence
Boundary Line Survey
Signs
Drift Fence
Boundary Line Fence
Land Easement

3. Table 1 of the 1985 agreement showed anticipated obligations for each agency represented in 1982 dollars and provides for indexing. A comparison of the original estimate and the current estimate is shown below.

	Original Estimate 1982 $'s	Original Estimate 1990 $'s	Current Estimate	Difference	Percent Difference
Reclamation	1,040,950	1,249,140	1,369,125	119,985	8.76%
DOW	141,525	169,830	171,550	1,720	1.00%
CWCB	621,575	745,890	900,193	154,303	17.14%

It should also be noted that the 1985 agreement limited the State's reimbursable costs to $1,185,500 (1982 dollars) plus interest during construction. Indexed to 1990 dollars, the reimbursable obligation is limited to $1,422,600. The table shows that the State's current estimated obligation to be $1,007,447, well within the repayment cap.

4. Reclamation's payment of $537,139 includes the following:$219,270 for aerial photography, access road,

	Cost	Overhead	Total
Aerial photog., parking, boat ramp, access road and campgrounds (See Note 1 above)	219,269		219,269
Head Lake Diversion	139,110	41,733	180,843
Head/San Luis Lake Measuring Structure	44,092	13,228	57,320
Surveying	16,347	4,904	21,251
Head Lake Dike	1,500	450	1,950
Fencing	43,465	13,040	56,505
			537,137

5. Estimated costs were prepared by the Colorado Division of Wildlife. The determination of project use as Recreation, Fish & Wildlife, or Joint use was made by Reclamation, the Department of Wildlife, and the Colorado Water Conservation Board on March 3, 1992, at a meeting in the DOW's office in Denver.

MAR 2 3 1992

UC-454

Mr. Keith Eberhardt
Colorado Water Conservancy Board
1313 Sherman Street
Denver CO 80203

Subject: Lease Agreement, Contract No. 5-AG-50-04420, for Repayment of Costs Associated with Recreation and Fish and Wildlife Enhancement Facilities in the Head-San Luis Lakes Area - Closed Basin Division, San Luis Valley Project, Colorado (Intergovernmental Agreement) (Fish and Wildlife)

Dear Mr. Eberhardt:

The Bureau of Reclamation (Reclamation) has established a Reclamation account for which the Colorado Water Conservancy Board (Water Board) can deposit its share of the funds needed to complete the San Luis Lake recreation and fish and wildlife developments. This Reclamation account has been established subsequent to our meeting of March 3, 1992, in Denver, Colorado.

Reclamation and Water Board funds will then be disbursed to the Colorado Division of Wildlife (CDOW) for completion of the project pursuant to the existing Intergovernmental Agreement, Contract No. 7-AG-5D-05980, between Reclamation and the CDOW. The funds will be dispersed at the required percentages depending on whether the work items are associated with recreation, fish and wildlife, or separable joint costs as provided by the subject agreement between the CDOW, Water Board, and Reclamation.

Please send the necessary funds to: Bureau of Reclamation, Upper Colorado Region, File No. 71548, P.O. Box 60000, San Francisco, California 94160-1548. When making this payment, reference to cost structure T06-1298-8172-001-90-00 should be made so that the money is deposited into the appropriate account for Reclamation's Upper Colorado Region.

If you have any questions, please contact Mr. Darrell Welch at (801) 524-5437.

Sincerely,

Carol S. DeAngelis

Carol S. DeAngelis
Regional Supervisor of
Water and Land Resources

cc: United States Fish and Wildlife Service
Attention: Mr. Rod Dewese
730 Simms Street, Suite 290
Golden CO 80401

Mr. Bob Clark
Colorado Division of Wildlife
2300 South Townsend Avenue
Montrose CO 81401

bc: Project Construction Engineer, Alamosa CO
Attention: SLV-200
Projects Manager, Albuquerque NM
Attention: ALB-150

bcc: UC-380, UC-332, UC-450, UC-454, UC-823

WBR:DWelch:vah:3/13/92:588-5437
(k:\common\450\board.co)

JUL 5 1991

UC-454

Ms. Anita Lockwood
Secretary
State of New Mexico
Energy, Minerals, and Natural
Resources Department
Santa Fe NM 87503

Subject: Joint Powers Agreement, Contract No. 7-07-57-X0888 for Development, operation, and Maintenance of Recreation Facilities at Brantley Reservoir--Brantley Project New Mexico (Recreational Development)

Dear Ms. Lockwood:

Enclosed is a repayment schedule outlining the State of New Mexico's annual repayment obligation pursuant to the subject agreement and the Federal Water Project Recreation Act (Public Law 89-72).

This letter, pursuant to Article 2b of the subject agreement, is the Bureau of Reclamation's (Reclamation) 60-day written notification that all recreation facilities have been constructed. Pursuant to Article 4b of the agreement, the State's first installment will not become due until August 1, 1992.

As discussed with Mr. Bob Findling of your staff, Reclamation is authorized and willing to limit your State's annual repayment obligation to an amount equal to the entrance and user fees collected by the New Mexico State Parks and Recreation Division at Brantley Reservoir. Since the State's total repayment obligation cannot be retired in the normal 50-year period, using entrance and user fees, Reclamation at the appropriate time will renew the contract and extend the repayment period for additional time in order to achieve total repayment.

In light of this situation, it is logical and practical to review and reset fee schedules and charges because your repayment capability depends upon the entrance and user fees collected. Therefore, the fee schedule and charges should be mutually reviewed and renegotiated at intervals of not more than 5 years. This is in accordance with Public Law 89-72 and is necessary to fully protect the Federal investment in the project.

Please review the repayment schedule for accuracy and contact this office if you have any questions. Refer to Article 4c when reviewing the enclosed schedule since this article will explain the amounts due under different interest rates.

If you have any specific questions, please contact Darrell Welc at (801) 524-5457.

Sincerely,

RICK L. GOLD

FOR

Roland Robison
Regional Director

Enclosure

Darrell

cc: Mr. Richard Cooper
Director
New Mexico State Parks and
Recreation Division
PO Box 1147
Santa Fe NM 87503
(w/encl)

bc: Projects Manager, Albuquerque NM
Attention: ALB-150
(w/encl)

bcc: UC-454, UC-440
(each w/encl)

WBR:DWelch:sf:588-5437:6/25/91:DARRELL-12

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
CLOSED BASIN DIVISION
SAN LUIS VALLEY PROJECT, COLORADO

LEASE AGREEMENT AND CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND THE STATE OF COLORADO FOR REPAYMENT OF THE SEPARABLE COSTS FOR RECREATION AND FISH AND WILDLIFE ENCHANCEMENT FACILITIES IN THE HEAD-SAN LUIS LAKES AREA AND FOR THE OPERATION, MAINTENANCE, AND REPLACEMENT OF SUCH FACILITIES

INDEX

Article		Page
1.	Definitions	2
2.	Easement Granted to the State	3
3.	Facilities Leased to the State	3
4.	Terms of Lease	4
5.	Repayment Obligation	5
6.	Head-San Luis Lakes Area Master Plan	6
7.	Construction and Development	7
8.	Shoreline Management	7
9.	Transfer of Administration of Recreation and Fish and Wildlife Enhancement Facilities	7
10.	Third-Party Arrangements	8
11.	Hold Harmless Clause	8
12.	Insurance	9
13.	Environment, Water, and Air Pollution Control	9
14.	State Rules and Regulations	9
15.	User Fees	9
16.	Use of Revenues	10
17.	Books and Records	10
18.	Reports	10
19.	Management Review	11
20.	Equal Employment Opportunity	11
21.	Relationship of Parties	12
22.	Determination	12
23.	Assignment Limited - Successors and Assigns Obligated	12
24.	Contract Work Hours Standards Act	13
25.	Nondiscrimination in Public Accomodations	13
26.	Amendments	14
27.	Notices	14
28.	Authority of Funds	15
29.	Officials Not to Benefit	15
30.	Approval of State Controller and Signatures	16

CONTRACT NO. 5-AG-5D-044

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
CLOSED BASIN DIVISION
SAN LUIS VALLEY PROJECT, COLORADO

LEASE AGREEMENT AND CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND THE STATE OF COLORADO FOR REPAYMENT OF THE SEPARABLE COSTS FOR RECREATION AND FISH AND WILDLIFE ENHANCEMENT FACILITIES IN THE HEAD-SAN LUIS LAKES AREA AND FOR THE OPERATION, MAINTENANCE, AND REPLACEMENT OF SUCH FACILITIES

THIS LEASE AGREEMENT AND CONTRACT, made and entered into this 21st day of February, 1984, in pursuance of the Reclamation Act of 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly the Federal Water Project Recreation Act, as amended, 16 U.S.C. Sections 4601-5, 4601-12 to 21, 662 (1965); the Reclamation Authorization Act of 1976, Public Law No. 92-514, Title I, 86 Stat. 964, as amended by the Act of October 2, 1980, Public Law 96-375, Sec. 6, 94 Stat. 1507 (1980), and further pursuant to the Federal Grant and Cooperative Agreement Act of 1977, 41 U.S.C. Section 501 et seq. (Supp. II 1978) between the UNITED STATES OF AMERICA, acting through the Bureau of Reclamation, United States Department of the Interior, hereinafter referred to as the "United States," and the STATE OF COLORADO, acting by and through the Department of Natural Resources, hereinafter referred to as the "State".

WITNESSETH THAT:

WHEREAS, the Act of October 20, 1972, Public Law No. 92-514, Title I, 86 Stat. 964, as amended by the Act of October 2, 1980, Public Law 96-375, Sec. 6, 94 Stat. 1507 (1980), authorizes the Secretary of the Interior to construct, operate, and maintain the Closed Basin Diversion, San Luis Valley Project, Colorado, and provides for conservation and development of fish and wildlife resources and outdoor recreational opportunities; and

WHEREAS, Sec. 105 of Public Law 92-514, as amended, requires the State to convey to the United States easements and rights-of-way over lands owned by the State which are needed for project purposes; and

WHEREAS, acquiring less than fee interest in State-owned lands needed for recreation and fish and wildlife enhancement facilities is consistent with the authorizing legislation, will facilitate project management, and will protect adequately the Federal investment in the facitlities; and

WHEREAS, the State, through the Department of Natural Resources (Colorado Water Conservation Board) is willing to grant to the United States an easement in and to the State-owned lands in the Head-San Luis Lakes Area for the purpose of erecting recreation and fish and wildlife enhancement facilities; and

WHEREAS, the State is authorized to lease, maintain, and operate federally owned facilities for recreation and fish and wildlife enhancement; and

WHEREAS, it is in the public interest for the United States to assign to the State a lease interest in the recreation and fish and wildlife enhancement facilities to be construsted on State-owned lands on which the United States has obtained an easement in the Head-San Luis Lakes Area; and

WHEREAS, the State, pursuant to the Federal Water Project Recreation Act (Public Law 89-72) as amended, is willing to accept certain repayment obligations associated with develoment of such recreational and fish and wildlife enchancement facilities; and

WHEREAS, the State is willing to assume administration of, and to operate, maintain, and replace such recreational and fish and wildlife enhancement facilities at its own expense.

NOW, THEREFORE, the parties agree as follows:

DEFINITIONS

1. When used herein, unless otherwise distinctly expressed, the term:

a. "Fiscal year" shall mean the period October 1 through the succeeding September 30.

b. "Recreation and fish and wildlife enhancement facilities" shall mean those facilities constructed for enhancement purposes in accordance with a detailed Master Plan as prepared and approved by both the United States and the State as specified in article 6.

c. "Operation and maintenance" shall mean all operation, maintenance, replacement, and energy costs necessary to keep the recreation and fish and wildlife enhancement facilities in a safe and proper condition and shall include the costs of administering such facilities and the lands in the Head-San Luis Lakes Area by the State, except that the United States shall be responsible for the operation, maintenance, and replacement of the water deliery system portion of the enhancement facilities.

d. "Separable costs," as applied to any project feature, shall mean the exact cost of such feature considered without regard to other project costs.

e. "Closed Basin Division" shall mean that portion of the San Luis Valley Project, Colorado, as authorized under Public Law 92-514 and amendments thereto.

f. "Head-San Luis Lakes Area" shall mean those State-owned lands, as shown in exhibit "A" atttached hereto.

g. "Records" shall mean drawings, maps, fiscal data, and books pertaining to the recreation and fish and wildlife enhancement facilities and any other pertinent documents relative to this contract.

EASEMENT GRANTED TO UNITED STATES

2. Upon completion of the master plan for development provided for in Article 6 hereof, the United States shall furnish to the State a description and plat of the lands and facilities to be constructed at the Head-San Luis Lakes Area and the State shall thereafter convey to the United States the requisite easements or rights-of-way necessary for construction of the recreation and fish and wildlife enhancement facilities.

> "Conveyance of said easements or rights-of-way to the United States shall continue as long as the recreation and fish and wildlife enhancement facilities are operated and maintained for public use by the State or any other designated entity. In the event these facilities are no longer operated and maintained for public use, the easements or rights-of-way conveyed to the United States shall revert to the State."

FACILITIES LEASED TO THE STATE

3. The United States, in consideration of observance and performance by the State of its legal obligations under this Lease Agreement and Contract, hereby leases to the State the recreation and fish and wildlife enhancement facilities to be constructed by the United States in the Head-San Luis Lakes Area pursuant to article 7. The State hereby accepts the lease and the operation and maintenance responsibilities for such facilities in accordance with the terms and conditions of this Lease Agreement and Contract. Specific types, quantities, and locations of recreation and fish and wildlife enhancement facilities will be determined during preparation of the Master Plan called for in article 6.

Upon completion of construction of the recreation and fish and wildlife enhancement facilities or so much thereof as will permit substantial public use and upon 60 days written notice of such completion by the United States, the State will assume administration and operation and maintenance responsibilities for the recreation and fish and wildlife enhancement facilities thus far developed or provided. The State shall observe all Federal and State laws, rules, and regulations applicable to such facilities and shall keep such facilities in neat, orderly, safe, and sanitary conditions at all times.

TERMS OF LEASE

4. a. This Lease Agreement and Contract shall become effective on the date first hereinabove written and shall remain in effect for a period of 50 years from that date; Provided, That under terms and conditions mutually agreeable to the parties, renewals of this Lease Agreement and Contract may be made for successive periods of not to exceed 50 years each. The terms and conditions of each renewal shall be agreed upon not later than 1 year prior to expiration of the then existing Lease Agreement and Conract.

b. During the terms of the lease, the State agrees to administer and operate and maintain the recreation and fish and wildlife enhancement facilities and the Head-San Luis Lakes Area in such a manner that the facilities and area will remain in good and efficient condition.

c. The State shall promptly make any and all repairs or replacements of the recreation and fish and wildlife enhancement facilities which are necessary to protect the health and safety of the public. In cases of neglect or failure of the State to make such repairs or replacements within 60 days following written notification from the United States, the United States may cause the repairs or replacements to be made, and the cost thereof shall be paid by the State as prescribed by the United States.

d. In the event the State is found to be operating the recreation and fish and wildlife enhancement facilities or any part thereof in violation of this Lease Agreement and Contract, then at the election of the United States, the recreation and fish and wildlife enhancement facilities may be taken over from the State for operation and maintenance of the recreation and fish and wildlife enhancement facilities by giving written notice to the State of such election and of the effective date thereof. During the period of operation by the United States, the State shall pay to the United States annually in advance the cost of operation and maintenance as prescribed in notices from the United States to the State. At the option of the United States, the recreation and fish and wildlife enhancement facilities may be retransferred to the State in the manner originally transferred.

e. The United States may terminate this Lease Agreement and Contract at any time that, in its opinion, the State violates any term of this Lease Agreement and Contract and fails to take corrective action satisfactory to the United States within 180 days after written notice of the specific violation. Termination of the Lease Agreement and Contract by the United States because the State has violated any of the terms of this Lease Agreement and Contract does not relieve the State of its repayment obligation specified in article 5 of this document. In the event the State defaults on this legal agreement, the United States reserves the right to relinquish all rights, including the easement rights in and to the Head-San Luis Lakes Area.

f. On or before the date of expiration of this Lease Agreement and Contract or its relinquishment by the State, the State shall vacate the recreation and fish and wildlife enhancement facilities, remove its property therefrom, and restore said facilities to a condition satisfactory to the

United States. If, however, this Lease Agreement and Contract is revoked, the State shall vacate said facilities, remove its property therefrom, and restore said facilities within such time as the United States may designate.

> "In the event that this lease agreement and contract expires, is revoked, or is relinquished by the State, then the United State shall have the right to continue operation and maintenance of the recreation and fish and wildlife enhancement facilities in the Head-San Luis Lakes Area. If the United States determines that the recreation and fish and wildlife enhancement facilities should no longer be operated and maintained for public use, then the United States shall have the right to remove the recreation and fish and wildlife enhancement facilities owned by the United States in the Head-San Luis Lakes Area."

REPAYMENT OBLIGATION

5. The State shall be obligated to pay to the United States not less than one-half of the separable costs of the recreation and fish and wildlife enhancement facilities allocated to recreation and one-fourth of the separable costs of the recreation and fish and wildlife enhancement facilities allocated to fish and wildlife, which obligation shall not exceed the sum of $1,185,500, plus interest during construction amounting to $88,000. The sum of $1,185,500, plus interest during construction amounting to $88,000, represents the estimated reimbursable costs (October 1982 prices of the recreation and fish and wildlife enhancement facilities included in the full development plan previously proposed by the United States. Estimated construction costs will be indexed annually. It is understood and agreed that the State, at its sole discretion, may elect to approve of, pursuant to article 6, a Master Plan which includes fewer recreation and fis and wildlife enhancement facilities and lesser costs than those contemplated in the full development plan previously prepared by the United States. The plan for minimum development includes estimated reimbursable costs (October 1982 prices) of $528,000, plus interest during construction, if any. The State's ultimate obligation shall be based on only the cost of such facilities as are included in the Master Plan and as are actually constructed. The State's share of the separable costs of the recreation and fish and wildlife enhancement facilities shall be paid by the State under on of the following methods, or a combination of these methods, as agreed to between the United States and the State prior to construction of the facilities.

a. A lump-sum payment prior to the start of construction of recreation and fish and wildlife enhancement facilities.

b. "The State may deduct from any sum owed to the United States the cost to the State of constructing any of the recreation and fish and wildlife enhancement facilities described in the Master Plan if such construction occurs within the construction period specified in the Master Plan."

c. To the extent the State's share of separable costs is not covered under "a" and "b" above, then repayment shall be made in 50 annual installements with interest at 6.595 percent per annum. The first installment shall become due on October 1 of the year following the year in which the recreation and fish and wildlife enhancement facilities are, as determined by the United States, sufficiently complete to permit the use thereof to handle initial public visitation without deteriorating the resource. Subsequent annual installments shall become due on October 1 of each succeeding year. The State may, at its sole discretion, accelerate the repayment of moneys owed the United States without having to pay any penalty charges.

The source of repayment of the State's share of the separable costs may be limited to revenues received from entrance and user fees or charges collected at the Head-San Luis Lakes Area if it can be shown through calculations that the fees or charges to be collected, or a portion thereof, will be sufficient to achieve repayment within 50 years of first use of the recreation and fish and wildlife enhancement facilities and will be dedicated to that purpose. At intervals of not more than 5 years, the percentage of the fees and charges allocated to repayment is subject to review and revision as necessary to accomplish repayment within 50 years.

To the extent the State elects to pay its share of the separable costs allocated to recreation and fish and wildlife enhancement facilities by using methods "a" or "b" above, or a combination of these two methods, as approved by the United States, then there will be no interest during construction chargeable to the State.

HEAD-SAN LUIS LAKES AREA MASTER PLAN

6. A Master Plan will be prepared for the development of the recreation and fish and wildlife enhancement facilities and the Head-San Luis Lakes Area, such plan to be approved by the State and the United States. Copies of this plan shall be on file in the offices of the State and the United States and may be revised from time to time by letter agreement of the parties to this Lease Agreement and Contract. It is understood and agreed that the Master Plan can and may include fewer and/or different facilities than the full development plan previously prepared by the United States, the full development plan being one which would maximize recreation and fish and wildlife enhancement uses at the Head-San Luis Lakes Area.

CONSTRUCTION AND DEVELOPMENT

7. Following completion of the Master Plan described in article 6, the United States, in consideration of observance and performance by the State of its legal obligations under this Lease Agreement and Contract, hereby agrees either to prepare detailed site plans for and construct at its expense, subject to the availability of funds, all recreation and fish and wildlife enhancement facilities essentially as described in the Master Plan or to permit the State at its choice and as set forth in the Master Plan to construct a portion of such facilities at the State's expense, in which event the expenses incurred by the State shall be credited toward the State's share of separable costs pursuant to article 5.b. Title to all such facilities constructed by the State at its expense shall nonetheless vest in the United States. Title to facilities, which are constructed by the State in the future as additions to the initial project recreation development, shall remain with the State. Upon termination of this Lease Agreemment and Contract, the removal of such property will be in accordance with article 4.f. of this Lease Agreement and Contract.

Construction of the recreation and fish and wildlife enhancement facilities will be undertaken by the United States or the State only after successful completion of stages 1 and 2 of the Closed Basin Division pursuant to authority of the Act of October 10, 1972, Public Law 92-514, Title I, Sec. 101(b), 806 Stat. 964 (1972) (commonly called the Reclamation Project Authorization Act of 1972), and the Act of July 9, 1965, Public Law 89-72, 79 Stat. 213 (1965); 16 U.S.C. Secs. 661-666c, and only after the Colorado Water Conservation Board and the Rio Grande Water Conservation District both give their consent to construction of stage 3 of the Closed Basin Division, such consent to be given in timely fashion so as to permit coordinated planning of construction activities.

SHORELINE MANAGEMENT

8. Use of the shoreline areas for private cabin sites, private boat docks, or other similar private encroachment is prohibited.

TRANSFER OF ADMINISTRATION OF RECREATION AND FISH AND WILDLIFE ENHANCEMENT FACILITIES

9. The transfer of administration of recreation and fish and wildlife enhancement facilities to the State shall be in accordance with article 2 and shall be subject to the following.

a. For convenience or use of the public, the State may construct any structure, plans of which have been approved by the United States; provide equipment, machinery, furnishings, or other facilities; and landscape, seed, or do other planting-type work in accordance with applicable agricultural and pesticide laws.

b. Officers, contractors, agents, employees, and permittees of the United States shall have the right at all times and places for free ingress and egress of the recreation and fish and wildlife enhancement facilities for the purposes of carrying on operations of the project and for purposes of inspecting and monitoring compliance with this Lease Agreement and Contract and with applicable laws and regulations.

c. The State may issue and administer permits or concession contracts with persons or associations for the purpose of providing services, goods, and facilities for the use and convenience of the visiting public in accordance with the Master Plan. All such contracts and permits shall be submitted to the United States for review and approval before issuance. The term of any concession contract or permit shall not extend beyond the duration of this Lease Agreement and Contract.

THIRD-PARTY ARRANGEMENTS

10. a. The State may enter into contracts, concession agreements, or permits with third parties to improve the Head-San Luis Lakes area for public-use purposes. The terms of such contracts, agreements, or permits shall not extend beyond the end of the term of this Lease Agreement and Contract and shall specifically include all applicable provisions of this Lease Agreement and Contract and not be effective until approved by the United States. The United States reserves the right to require insertion of such provisions into said contracts, agreements, or permits that will serve to protect the interests of the United States in the recreation and fish and wildlife enhancement facilities.

b. Permits which the State may issue shall require the permittee to comply with the terms of this Lease Agreement and Contract and shall be subject to cancellation at will upon 30 days advance notice and shall be void if this Lease Agreement and Contract is terminated, subject to written renewal by the United States.

c. If this Lease Agreement and Contract is terminated before expiration of the term of any contract or concession agreement between the State and a third party, the State shall assign all its rights under such a third party to the United States.

HOLD HARMLESS CLAUSE

11. The State shall not do or knowingly permit to be done by others anything which may jeopardize the health or safety of any person on the recreation and fish and wildlife enhancement facilities or which may damage or destroy any property or improvements in or upon the recreation and fish and wildlife enhancement facilities. To the extent of its authority, the State shall save the United States harmless from any claim on account of death,

personal injury, or property damage by reason of anything done or knowingly suffered or omitted to be done by the State in its exercise of the rights, powers, and privileges granted by this Lease Agreement and Contract. Nothing in the Lease Agreement and Contract shall be construed or interpreted as authorizing (1) the State, its agents, or employees to act as the agent or representative of or on behalf of the United States or to incur any obligation of any kind on behalf of the United States, or (2) the United States, its agents, or employees to act as the agent or representative of or on behalf of the State or to incur any obligation of any kind on behalf of the State.

INSURANCE

12. The State shall provide in its agreements with concessioners permittees, and licensees for carrying such public liability, property damage, fire, theft, vandalism, and other insurance as is customary for similar operations under comparable circumstances, which insurance shall be subject to the approval of the State and the United States. In the event of major or total destruction of any improvement, the United States and the State shall determine whether the insurance shall be paid to the United States or used for restoration or construction of similar facilities to be mutually agreed upon.

ENVIRONMENT, WATER, AND AIR POLLUTION CONTROL

13. The State shall comply fully with all applicable Federal laws, orders, and regulations and the laws of the State of Colorado as existing and as subsequently amended, all as administered by appropriate authorities, concerning environmental management including, but not limited to, the pollution of streams, reservoirs, ground water, or water courses (including estuaries) with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants and concerning the pollution of the air with respect to radioactive materials or other pollutants.

STATE RULES AND REGULATIONS

14. The State shall, within the limits of its authority, make and enforce such rules and regulations for the occupancy, use, operation, maintenance, development, and improvement of the recreation and fish and wildlife enhancement facilities as are necessary and desirable for public recreation purposes, securing any bonds that may be issued, protecting the health and safety of persons using the recreation and fish and wildlife enhancement facilities, and preserving law and order.

USER FEES

15. The State may levy reasonable entry and user fees for the use of recreation and fish and wildlife enhancement facilities. It may permit its authorized permittees and concessioners to make charges for services and/or sale of products and goods. Prices charged for services and sale of products and goods shall not exceed those charged for similar services, products, and goods in comparable areas. The State shall approve prices for such service fees, products, and goods before they are placed in effect. The United States reserves the right to approve proposed fee charges.

USE OF REVENUES

16. All revenues received by the State from entrance fees, income from concessions, permits, and other contracts shall be accounted for through general accounting procedures.

The State will periodically cause an audit to be made by the State auditor or qualified accountant of its books and accounts for the preceding fiscal year and shall submit to the United States a report of each such audit setting forth the accountant's findings respecting the revenue, income, and other receipts; the expenditures for operation and maintenance; and the number of visitors to the leased premises and all facilities in connection therewith. Revenues derived from licenses and permits required by State law, such as fishing licenses, hunting licenses, boat operating permits, and State user fees relating only to State-financed improvements shall not be included as revenue within the meaning of this article.

BOOKS AND RECORDS

17. The Comptroller General of the United States or any of the Comptroller General's authorized representatives, and the Secretary of the Interior or any of the Secretary's duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of the State involving transactions related to this Lease Agreement and Contract, which right shall continue until 3 years after termination of the Lease Agreement and Contract or any extension thereof.

The State shall include in all agreements and with contracts granting any concession, license, permit, or lease-hold or pertaining to the operation, maintenance, development, or improvement of the leased premises a provision permitting the Comptroller General of the United States or any of his duly authorized representatives, until the expiration of 3 years after the termination of the respective agreement, to have access to and the right to examine any directly pertinent books, documents, papers, and records pertaining to such Lease Agreement and Contract and the leased premises. This provision shall not be applicable to (1) purchase orders not exceeding $2,500 and (2) agreements or purchase orders for public utility services at rates established for uniform applicability to the general public.

REPORTS

18. The State shall prepare and submit to the United States annually, on a form provided by the United States, a summary report of recreation and fish and wildlife enhancement facilities and use of recreation and fish and wildlife enhancement facilities provided the public. The State shall maintain such accounting records as are necessary to satisfy the requirements of this Lease Agreement and Contract and each year shall furnish the United States a financial report of all revenues received and expenditures for operation and maintenance. This report shall be furnished the United States not later than 90 days following the close of the State's fiscal year.

MANAGEMENT REVIEW

19. Upon request of either the United States or the State, the United States and the State will meet to review the administration and management of the areas covered by this Lease Agreement and Contract.

EQUAL EMPLOYMENT OPPORTUNITY

20. During the performance of this Lease Agreement and Contract, the State agrees as follows:

a. The State will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The State will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age, 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 State agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

c. The State will 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 agency contracting officer, advising the said labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The State will 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 State will 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 will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the State's noncompliance with the nondiscrimination clauses of this Lease Agreement and Contract or with any of such rules, regulations, or order, this Lease Agreement and Contract may be

cancelled, terminated, or suspended in whole or in part and the State may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.

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

Inclusion of the equal opportunity clause in subcontracts may be by reference to Section 202 of Executive Order No. 11246, dated September 24, 1965. Subcontracts below the second tier other than subcontracts calling for construction work at the site of construction are exempt from inclusion of the clause.

RELATIONSHIP OF PARTIES

21. The parties to this Lease Agreement and Contract act in an independent capacity in the performance of their respective functions under this Lease Agreement and Contract and neither party is to be considered the officer, agent, or employee of the other.

DETERMINATIONS

22. Where the terms of this Lease Agreement and Contract provide for action to be based upon the opinion or determination of either or both of the parties to this Lease Agreement and Contract, the terms shall not be construed as permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or determinations.

In the event the State questions any factual determination made by any representative of the Secretary as required in the administration of this Lease Agreement and Contract, any findings as to the facts in dispute thereafter made by the Secretary shall be made only after consultation with the State.

ASSIGNMENT LIMITED - SUCCESSORS AND ASSIGNS OBLIGATED

23. The provisions of this Lease Agreement and Contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this Lease Agreement and Contract or any part or interest therein shall be valid until approved by the United States and the State.

CONTRACT WORK HOURS STANDARDS ACT

24. The State agrees to insert the following in all contracts to the construction, operation, or maintenance of facilities as set forth in the Master Plan when such work is financed in whole or in part with Federal funds.

This Lease Agreement and Contract, to the extent that it is of a character specified in the Lease Agreement and Contract Work Hours Standards Act (40 U.S.C. 327-330), is subject to the following provisions and to all other applicable provisions and exceptions of such Act and the regulations of the Secretary of Labor thereunder.

a. Overtime requirements. No contractor or subcontractor contracting for any part of the Lease Agreement and Contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek on work subject to the provisions on Contract Work Hours Standards Act unless such laborer or mechanic received compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek, whichever is the greater number of overtime hours.

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions of paragraph "a", the contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, the contractor and any subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph "a" in the sum of $10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by paragraph "a".

c. Withholding for unpaid wages and liquidated damages. The contracting officer may withhold from the Prime Contractor, from any moneys payable on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph "b".

d. Subcontracts. The contractor shall insert paragraphs "a" through "d" of this clause in all subcontracts, and shall require their inclusion in all subcontracts of any tier.

e. Records. The contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for 3 years from the completion of the Lease Agreement and Contract.

NONDISCRIMINATION IN PUBLIC ACCOMMODATIONS

25. a. Definitions: As used in subsections "b", "c", and "d" hereinafter in this article: (1) the term "administering agency" shall mean the State and its employees, agents, lessees, sublessees, and contractors, and the successors in interest of the State; (2) the term "facility," as hereinafter

used in this article, shall mean any and all services, facilities, privileges, accommodations, and activities available to the general public and permitted by this Lease Agreement and Contract.

b. The administering agency shall not: (1) publicize any facility operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, creed, color, ancestry, sex, age, or national origin; (2) discriminate by segregation or other means against any person because of race, creed, color, ancestry, sex, age, or national origin in furnishing or refusing to furnish such person the use of any such facility.

c. The administering agency shall post the following notice in such a manner where any facility is available as to insure that its contents will be conspicuous to any person seeking employment of the use of any facility. Such notice will be furnished the administering agency by the Secretary,

NOTICE

THIS IS A FACILITY OPERATED IN AN AREA UNDER THE JURISDICTION OF THE UNITED STATES DEPARTMENT OF THE INTERIOR. NO DISCRIMINATION BY SEGREGATION OR OTHER MEANS IN THE FURNISHING OF ACCOMMODATIONS, FACILITIES, SERVICES, OR PRIVILEGES ON THE BASIS OF RACE, CREED, COLOR, ANCESTRY, SEX, AGE, OR NATIONAL ORIGIN IS PERMITTED IN THIS FACILITY. COMPLAINTS OF VIOLATIONS OF THIS PROHIBITION SHOULD BE ADDRESSED TO THE SECRETARY OF THE INTERIOR, WASHINGTON, D.C. 20240.

d. The administering agency shall in all of its contracts or other forms of agreement for the operation of a facility pursuant to this Lease Agreement and Contract require inclusion and compliance with provisions identical with those stated in subsections "a", "b", "c", and "d" herein.

AMENDMENTS

26. This Lease Agreement and Contract may be modified or amended by the written mutual consent of the United States and the State.

NOTICES

27. Any notice, demand, or request as required or authorized by this Lease Agreement and Contract to be given or made to or upon any of the parties to this Lease Agreement and Contract shall be deemed properly given or made if delivered by certified mail, postage prepaid, return receipt requested, to the proper address as shown below:

State	Bureau of Reclamation
Director Colorado Water Conservation Board Department of Natural Resources State of Colorado 1313 Sherman Street, Rm. 823 Denver, Colorado 80203	Regional Director Southwest Region Bureau of Reclamation 714 South Tyler, Suite 201 Commerce Building Amarillo, Texas 79101

The designation of the portion or part to or upon whom any notice, demand, or request is to be given or made on the address of any such person or party may be changed at any time by notice given in the same manner as provided in this article for other notices, but nothing herein contained shall preclude the giving of any such notices by personal service.

AUTHORITY OF FUNDS

28. The performance of all obligations of the United States created by this Lease Agreement and Contract or arising therefrom shall be subject to the availability of funds for such purposes.

The performance of all obligations of the State created by this Lease Agreement and Contract or arising therefrom shall be contingent upon sufficient water from the Closed Basin project being both physically and legally available to the State for recreation and fish and wildlife enhancement purposes at the Head San Luis Lakes Area and upon the availability of future appropriations by the Colorado General Assembly or other funds available for such purposes.

OFFICIALS NOT TO BENEFIT

29. No member of or delegate to Congress, or resident Commissioner, and no officer, agent, or employee of the Department of the Interior, or official shall be admitted to any share or part of this Lease Agreement and Contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this Lease Agreement and Contract if made with a company or corporation for its general benefit.

The State signatories hereto aver that they are familiar with 18-8-301, et seq., (Bribery and Corrupt Influences) and 18-8-401, et seq., (Abuse of Public Office), C.R.S. 1973, as amended, and that no violation of such provisions is present.

The State signatories aver that to their knowledge, no State employee has any personal or beneficial interest whatsoever in the service or property described herein.

APPROVAL OF STATE CONTROLLER

30. This Lease Agreement and Contract shall not be deemed valid until it is approved by the Controller of the State of Colorado. This provision is applicable to any contract involving the payment of funds by the State.

IN WITNESS WHEROF, the parties hereto have executed this Lease Agreement and Contract as of the day and year first herein above written.

LEGAL APPROVAL:

UNITED STATES OF AMERICA
Department of the Interior
Bureau of Reclamation

_____
Regional Solicitor

By _____
Regional Director
Southwest Region

APPROVED AS TO FORM:

STATE OF COLORADO

_____
Colorado Attorney General

By _____
Executive Director
Department of Natural Resources

_____
State Controller

By _____
Director
Division of Wildlife

By _____
Director
Colorado Water Conservation Board

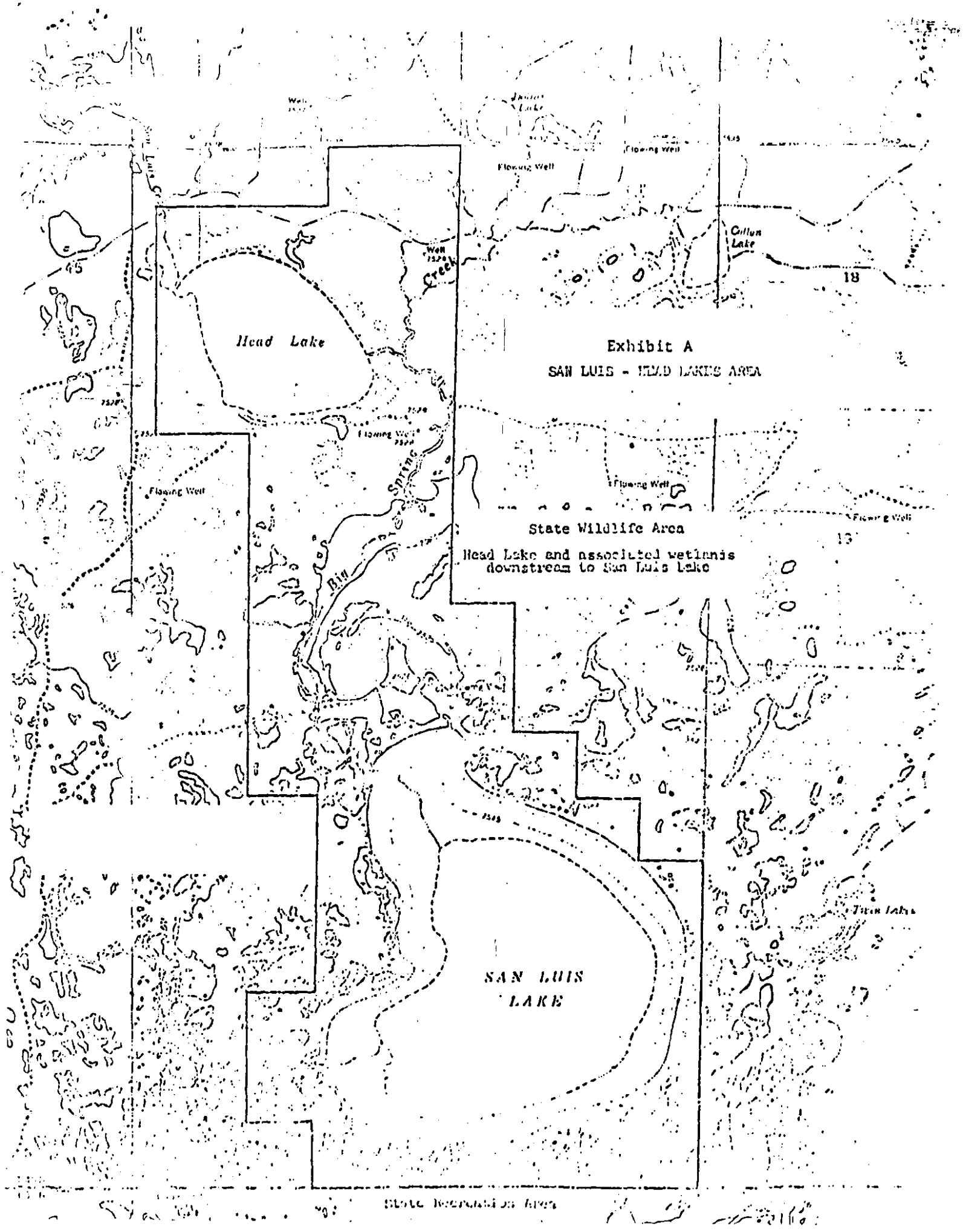
Exhibit A
SAN LUIS - HEAD LAKES AREA
Head Lake
SAN LUIS LAKE
State Wildlife Area
Head Lake and associated wetlands downstream to San Luis Lake
Flowing Well
Well
Spring Creek
Big
Collum Lake
Twin Lakes
18
13

MAR 14 1977

United States Department of the Interior
BUREAU OF RECLAMATION
SOUTHWEST REGION
HERRING PLAZA BOX H-4377
AMARILLO, TEXAS 79101

IN REPLY REFER TO: 420

715.-

MAR 9 1977

Mr. Sam Graft, Director
New Mexico State Park and Recreation
Commission
Post Office Box 1147
Santa Fe, New Mexico 87503

Dear Mr. Graft:

Enclosed for your files is an executed copy of Contract No. 7-07-57-X0888, Joint Powers Agreement between the United States and the New Mexico State Park and Recreation Commission for Brantley Project.

We are looking forward to working with you and your staff in development of the recreational areas and other facilities at Brantley Reservoir.

Sincerely yours,

H. A. Lansberry
FOR
Dale B. Raitt
Acting Regional Director

Enclosure

cc: Commissioner, Attention: 420
(w/c enclosure)

Mr. John E. Cook, Regional Director
National Park Service
Southwest Regional Office
Post Office Box 728
Santa Fe, New Mexico 87501
(w/c enclosure)

Project Manager, Carlsbad, New Mexico
Field Solicitor, Amarillo, Texas
(each w/c enclosure)

(12-23-76)

Contract No. 7-07-57-20888

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

BRANTLEY PROJECT, NEW MEXICO

JOINT POWERS AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA AND
THE STATE OF NEW MEXICO, ACTING BY AND THROUGH
THE NEW MEXICO STATE PARK AND RECREATION COMMISSION

THIS AGREEMENT made and entered into this 9th day of March 1977 by and between the UNITED STATES OF AMERICA, acting through the Bureau of Reclamation, United States Department of Interior, herein referred to as the "United States," and the STATE OF NEW MEXICO, acting through the New Mexico State Park and Recreation Commission, herein referred to as the "Commission," pursuant to Federal Laws, particularly the Acts of Congress of June 17, 1902 (32 Stat. 388, 43 U.S.C. 391, et. seq.), October 20, 1972 (86 Stat. 966, 43 U.S.C. Sec. 615 jjj to 615 mmm (Supp. III, 1973), and July 9, 1965 (79 Stat. 213, 16 U.S.C.A. secs. 460 1-5, 460 1-12 to 460 1-21, 662 (1974)), as amended and supplemented. The Commission relies on Section 4-9-11 (B), N.M.S.A. 1953 Compilation, and Senate Bill 82, of the 32nd Legislature, Second Session, Laws of 1976, as the common power for entering into this agreement. This agreement is subject to prior approval of the Attorney General's office and the State Board of Finance of New Mexico.

Preamble

PREAMBLE

WHEREAS, the Act of Congress of October 20, 1972, as amended (43 U.S.C. secs. 615 jjj to 615 mmm (Supp. III, 1973)), authorizes the Secretary of the Interior to construct, operate, and maintain the Brantley Project, herein referred to as "Project." and provides that the conservation and development of the fish and wildlife resources and the enhancement of recreational opportunities in connection with the Brantley Project shall be in accordance with the Federal Water Project Recreation Act, as amended, (16 U.S.C.A. secs. 460 1-5, 460 1-12 to 460 1-21, 662 (1974)); and

WHEREAS, it is in the public interest to convey to the Commission a leasehold interest in a portion of the lands and water areas and provide for public outdoor recreational facilities in the vicinity of Brantley Reservoir, a major part of the Project, substantially as indicated in the attached Exhibit "A," a part hereof and herein referred to as the "Leased Premises"; and

WHEREAS, the Commission is authorized, among other things, to acquire lands or interests in lands for recreational purposes by gift, donation, devise, or purchase for the use and in the name of the State and to develop, hold, maintain, and operate such lands and interests in lands as State recreational areas in accordance with the State law, and the Commission is also authorized and empowered, upon execution of a written agreement by the Commission

with the United States, to develop, protect, maintain, and operate federally owned lands leased to the State in accordance with such agreement as State recreational areas; and

WHEREAS, the Commission, pursuant to Section 4-9-1 et. seq., New Mexico Statutes 1953, desires to contract with the United States for the lease of certain lands and water areas of the Brantley Reservoir for recreational purposes and for repayment of the recreation reimbursable allocation in accordance with the Federal Reclamation Law.

NOW, THEREFORE, the parties agree as follows:

LEASE FROM UNITED STATES

1. The United States leases the Leased Premises, without warrant of title, to the Commission in accordance with terms of this agreement.

OPERATION OF LEASED PREMISES

2. a. The Commission accepts the lease of the Leased Premises, without warrant of title, in accordance with terms of this agreement.

b. Upon 60 days' written notice of completion of construction by the United States of the recreational facilities, or so much thereof as will permit substantial use, the United States will transfer to the Commission, and the Commission will thereafter, at its own expense, administer, operate, maintain,

Preamble
Art. 1
Art. 2

and replace the recreational facilities; Provided, however, That the Commission shall not be obligated to develop or improve the Leased Premises except to the extent funds are available for such purposes.

TERMS

3. a. The term of this agreement shall begin on the date it is executed by the parties and shall terminate on the date the 50th annual installment is due under Article 4.a., infra. The United States may terminate this lease at any time that, in its opinion, the Commission violates any term of this agreement and fails to take corrective action satisfactory to the United States within 180 days after written notice of the specific violation. The United States shall send a copy of notices issued under this article to the trustee under the trust indenture in the event bonds secured by such trust indenture are outstanding; however, failure to send such copy shall not affect validity of the notice to the Commission.

b. Prior to expiration of this agreement, the parties shall consider renewing the lease for an additional term to enable the Commission to pay in full any outstanding bonds or obligations issued to pay for any development of the Leased Premises or facilities.

end beyond 50 years to enable State to fulfill obligation

Art. 2
Art. 3

c. The Commission may terminate this lease by giving written notice, said termination to be effective on January 1 of the year next succeeding the expiration of a period not less than 1 year from the date of the written notice; Provided, however, That the repayment obligation assumed herein is paid to the United States.

d. Upon termination of this agreement, the Commission shall promptly vacate and return possession of the Leased Premises to the United States within a period specified in writing by the United States which period shall not be less than 180 days. The Commission may remove its property and property owned by third parties under contract with the Commission. The Commission shall restore the Leased Premises at its expense to a condition satisfactory to the United States.

e. The United States will prepare an inventory and condition report, listing and describing the personal property included as part of the Leased Premises transferred to the Commission under Article 2.b. Upon termination of this agreement, the Commission shall submit a similar inventory and condition report to the United States. Upon approval by the United States, the report submitted by the Commission shall be the basis for settlement, reasonable wear and tear excepted, with the Commission for any of the transferred personal property lost, or damaged, because of the Commission's negligence or other cause imposing liability upon the Commission.

REPAYMENT

4. a. The Commission will repay to the United States all costs incurred in constructing the Project which are allocated to recreation on a reimbursable basis (estimated at $914,500 plus interest at 5.116 percent), all as set forth in the attached repayment schedule, Exhibit "B," a part hereof.

b. The repayment obligation shall be paid by the Commission to the United States on August 1 in 50 annual installments, the first of which shall become due on August 1 of the year following the year in which Project recreational facilities are transferred to the Commission in accordance with Article 2.b. of this agreement. The Commission may deduct from its repayment obligation, the cost, including interest, of any lands purchased or facilities constructed by the Commission if such expenditures have been approved in advance by the United States. Title to all such lands and facilities shall be vested in the United States.

c. Annual recreation installments set forth in Exhibit "B" are based upon repaying, within 50 years, an allocation of $858,500, plus $56,000 for interest during construction and interest calculated annually on the unpaid principal balance. If the actual separable recreation costs exceed $914,500, then 50 percent of the additional amount shall be reimbursable and shall be repaid with interest at the same rate applicable to other interest-bearing

Art. 4

1 functions of Federal water resources projects and Exhibit "B"
2 will be revised accordingly. If the actual separable recreation
3 costs are less than $914,500, the repayment schedule, Exhibit "B,"
4 will be revised accordingly.

5 d. Repayment of the recreation reimbursable alloca-
6 tion is limited to revenues received from entrance and user fees or
7 charges collected at the Project except as provided in Article 4.e.
8 The portions of fees dedicated to repayment shall be calculated to
9 achieve repayment of reimbursable costs within 50 years of first
10 use of the Project's recreational facilities. At intervals of not
11 more than 5 years, the percentage of the fees allocated to repayment
12 is subject to review and revision as necessary to accomplish repay-
13 ment within 50 years.

14 e. The Commission may discharge its repayment obliga-
15 tion by repayment in full, or any part thereof, by funds appropria-
16 ted by the New Mexico legislature for that purpose or by any other
17 funds available for such purposes; Provided, however, That nothing
18 in this agreement shall obligate the State to pay the recreation
19 reimbursable allocation from any source of revenue other than
20 entrance and user fees collected at the Project.

limited to Revenues from Entrance fees

21 f. The expenditure, advance, or commitment of any
22 funds by the Commission in performance of this agreement which may
23 require authorization or approval by the New Mexico legislature,
24 shall be contingent upon such authorization or approval.

Art. 4

UNITED STATES USE PARAMOUNT

5. a. The rights of the Commission under this agreement are subordinate to the rights of the United States. The United States has the right to use the Leased Premises in any manner it finds necessary, including the right of ingress and egress, for any project or other Federal purpose.

b. Public use of the Leased Premises may be restricted whenever the United States determines that such restriction is necessary in the interest of Project purposes, public safety, or national security.

c. The Commission will not interfere with or impede the operation and maintenance of the Project by the United States.

d. The United States will operate the Project primarily for irrigation and other water supply purposes. The construction of recreational facilities by the United States on the Leased Premises does not obligate the United States to maintain a water level in the reservoir sufficient to provide water recreation contiguous to the recreational facilities.

CONSTRUCTION MATERIALS,
MINERAL AND OIL AND GAS RIGHTS

6. a. The United States has the right to remove materials from the Leased Premises necessary for Project purposes; Provided, however, That such removal of material does not interfere with improvements completed by the United States or by the Commission.

Art. 5
Art. 6

b. The United States has the right to prospect, develop and produce coal, oil, gas, or other minerals, including nonhydrocarbon minerals, on the Leased Premises.

c. The United States, in the exercise of any of its rights, shall take reasonable measures to avoid interfering with the use of the Leased Premises for recreational purposes and to avoid jeopardizing the security or rights of any holders of bonds.

d. The United States shall notify the Commission in advance of any proposed exercise of the rights of the United States within the Leased Premises which may affect the Leased Premises or the security or rights of any holders of bonds.

THIRD PARTY CONTRACTS

7. a. The Commission may enter into contracts with third parties to improve the Leased Premises for public recreational purposes. The term of such contracts shall not extend beyond the end of the term of this agreement. Such contracts shall specifically include all applicable provisions of this agreement and shall not be effective until approved by the United States. If the United States does not review, approve, or disapprove such contracts within 30 days of their receipt, the contracts shall be automatically approved.

b. If this agreement is terminated before expiration of the term of any contract between the Commission and a third party,

Art. 6
Art. 7

1 the Commission shall assign all its rights under such a third-
2 party contract to the United States.
3 c. The Commission may also issue permits to third
4 parties to improve the Leased Premises for public recreation. Such
5 permits shall require the permittee to comply with the terms of
6 this agreement and shall be subject to cancellation at will upon
7 30 days advance notice and shall be void if this agreement is termi-
8 nated, subject to written renewal by the United States.
9 RULES AND REGULATIONS
10 8. Activities on the Leased Premises shall be subject to
11 rules and regulations issued by the United States for project pur-
12 poses and to rules and regulations issued by the Commission and
13 approved by the United States for management of the Leased Premises.
14 The parties may agree to adopt a management plan for all or any
15 part of the Leased Premises.
16 IMPROVEMENT AND MAINTENANCE
17 9. a. For convenience or use of the public, the Commis-
18 sion may construct any structure; provide equipment, machinery,
19 furnishings or other facilities; and landscape, seed, or do other
20 planting-type work in accordance with applicable agricultural and
21 pesticide laws. Plans and specifications for all major work must
22 be approved in advance by the United States. Minor revisions in
23 plans and specifications that have been approved by the United

Art. 7
Art. 8
Art. 9

States may be made by the Commission without further approval, but the Commission shall promptly inform the United States of such minor revisions.

b. No habitable buildings shall be constructed on the Leased Premises below a 3,285-foot elevation, USBR datum, and no provision of this agreement shall be interpreted otherwise.

c. Subject to written approval of the New Mexico State Engineer, water may be used for irrigation, drinking, modern restroom facilities, and other uses convenient or necessary for public recreational purposes to the extent water is available.

MAINTENANCE AND DEVELOPMENT OF LEASED PREMISES

10. The Commission shall develop and improve the Leased Premises for public recreational purposes. It may adopt and implement an improvement program in general accordance with plans to be developed by the State Park and Recreation Commission subject to approval of the National Park Service and the Bureau of Reclamation.

REPORTS BY COMMISSION

11. The Commission shall submit to the United States on a form provided by the United States at the end of each calendar year a report of public recreational use of the Leased Premises and of facilities provided for public.

FEES - STATE

12. a. The Commission may fix, charge, and collect reasonable fees, charges, tolls, and rents for entrance and for

Art. 9
Art. 10
Art. 11
Art. 12

1 use or occupancy of land and improvements or for any services
2 rendered by or through the Leased Premises.
3 b. All revenues received by the Commission from
4 entrance fees and from use of the Leased Premises, including rents
5 and other income from concessions, licenses, permits, leases, and
6 other contracts, shall be accounted for through general accounting
7 procedures. Revenue received by the Commission shall not exceed
8 the amount necessary for operation, maintenance, repayment, develop-
9 ment, and administration of the Project: Provided, however, That
10 any income from State-financed improvements may be used by the Com-
11 mission for any purpose authorized by State law.
12 c. The Commission will periodically cause an audit
13 to be made by the State of New Mexico's auditor or qualified
14 accountant of its books and accounts for the preceding fiscal
15 year and shall submit to the Bureau a report of each such audit
16 setting forth the accountant's findings respecting the revenue,
17 income, and other receipts; the expenditure for operation and
18 maintenance; and the number of visitors to the Leased Premises and
19 all facilities in connection therewith. Revenues derived from
20 licenses and permits required by New Mexico law such as fishing
21 licenses, hunting licenses, boat-operating permits, and user fees
22 relating only to State of New Mexico-financial improvements shall
23 not be included as revenue within the meaning of this subparagraph.

Art. 12

1 BOOKS, RECORDS, AND REPORTS

2 13. a. The Comptroller General of the United States,
3 or any of his duly authorized representatives, and any duly authori-
4 zed representative of the United States Bureau of Reclamation, shall
5 have access to and the right to examine any directly pertinent books,
6 documents, papers, and records of the State of New Mexico and the
7 Commission involving transactions related to this lease, which right
8 shall continue until 3 years after termination of this lease or any
9 extensions thereof. Pertinent books, documents, papers, and records
10 shall be retained and recorded in accordance with the New Mexico
11 Public Records Act (71-6-2 et. seq., New Mexico Statutes).

12 b. The Commission shall include in all agreements
13 granting any concession, license, permit, or leasehold or pertaining
14 to the operation, maintenance, development, or improvement of the
15 Leased Premises a provision permitting the Comptroller General of
16 the United States, or any of his duly authorized representatives,
17 until the expiration of 3 years after termination of the respective
18 agreement to have access to and the right to examine any directly
19 pertinent books, documents, papers, and records pertaining to such
20 agreement and the Leased Premises. This provision shall not be
21 applicable to (1) purchase orders not exceeding $2,500 and (2)
22 agreements or purchase orders for public utility services at rates
23 established for uniform applicability to the general public.

Art. 13

1 COMMISSION RULES AND REGULATIONS

2 14. The Commission shall, within the limits of its
3 authority, make and enforce such rules and regulations for the
4 occupancy, use, operation, maintenance, development, and improve-
5 ment of the Leased Premises as are necessary and desirable for
6 public recreational purposes, securing any bonds that may be issued,
7 protecting the health and safety of persons using the Leased Prem-
8 ises and preserving law and order. Such rules and regulations shall
9 not be in conflict with this lease. No portion of the shoreline
10 will be reserved for private use.

11 MAINTENANCE OF LEASED PREMISES

12 15. The Commission shall be responsible, during the term
13 of this lease and to the extent funds are available therefor, for
14 maintaining all boat ramps, trails, streets, parking areas, and
15 roads within the Leased Premises, which are presently constructed
16 or which may be constructed to enhance recreational facilities
17 within the Leased Premises.

18 HOLD HARMLESS CLAUSE

19 16. The Commission shall not do or knowingly permit to
20 be done by others anything which may jeopardize the health or
21 safety of any person on the Leased Premises or which may damage
22 or destroy any property or improvements in or upon the Leased
23 Premises. To the extent of its authority, the Commission shall
24 save the United States harmless from any claim on account of death,

Art. 14
Art. 15
Art. 16

1 personal injury, or property damage by reason of anything done or
2 knowingly suffered or omitted to be done by the Commission in its
3 exercise of the rights, powers, and privileges granted by this
4 lease. Nothing in the lease shall be construed or interpreted as
5 authorizing (1) the Commission, its agents, or employees to act as
6 the agent or representative of or on behalf of the United States
7 or to incur any obligation of any kind on behalf of the United
8 States, or (2) the Bureau, its agents, or employees to act as the
9 agent or representative of or on behalf of the State or to incur
10 any obligation of any kind on behalf of the State.

11 INSURANCE

12 17. The Commission shall provide in its agreements with
13 concessionnaires, permittees, licensees, and lessees for carrying
14 such public liability, fire, theft, vandalism, and other insurance
15 as is customary for similar operations under comparable circum-
16 stances, which insurance shall be subject to the approval of the
17 Commission. In the event of major or total destruction of any
18 improvement constructed with Federal funds, the Commission shall
19 determine whether the insurance shall be paid to the United States
20 or used for restoration or construction of similar facilities to
21 be mutually agreed upon. The United States, to the extent appli-
22 cable, and the Commission will comply with the New Mexico Tort
23 Claims Act (Laws of 1976, Chapter 58).

Art. 16
Art. 17

MANAGEMENT REVIEW

18. Upon request of either the United States or the Commission, the parties and the National Park Service of the United States Department of the Interior will meet to review the administration of the Brantley Reservoir area.

UTILITIES AND SERVICES

19. The Commission shall provide all necessary electrical power, garbage services, water, facilities for solid waste disposal, and other utilities required for all areas under it administration.

ASSIGNMENT LIMITED - SUCCESSORS AND ASSIGNS OBLIGATED

20. The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto but no assignment or transfer of this contract or any part or interest therein shall be valid until approved by the United States.

COVENANT AGAINST CONTINGENT FEES

21. The Commission warrants that it has not employed any person to solicit or secure this lease upon agreement for a commission, percentage, brokerage, or contingent fee. Any breach of this warranty shall give the United States the right to annul the lease or, in its discretion, to deduct from any amount payable under this lease by the United States to the State the amount of such commission, percentage, brokerage, or contingent fee.

1 EQUAL OPPORTUNITY

2 22. a. During the performance of this lease agreement,
3 Commission agrees as follows:

4 (1) The Commission will not discriminate
5 against any employee or applicant for employment because of race,
6 color, religion, sex, or national origin. The Commission will take
7 affirmative action to ensure that applicants are employed and that
8 employees are treated during employment, without regard to their
9 race, color, religion, sex, or national origin. Such action shall
10 include but not be limited to, the following: employment, upgrading,
11 demotion, or transfer; recruitment or recruitment advertising; layoff
12 or termination; rates of pay or other forms of compensation; and
13 selection for training including apprenticeship. The Commission
14 agrees to post in conspicuous places, available to employees and
15 applicants for employment, notices to be provided by the Bureau
16 setting forth the provisions of this Equal Opportunity clause.

17 (2) The Commission will, in all solicitations
18 or advertisements for employees placed by or on behalf of the Com-
19 mission, state that all qualified applicants will receive considera-
20 tion for employment without regard to race, color, religion, sex,
21 or national origin.

22 (3) The Commission will send to each labor union
23 or representative of workers with which it has a collective bargain-
24 ing agreement or other contract or understanding, a notice, to be

Art. 22

1 provided by the agency Contracting Officer, advising the labor
2 union or workers' representative of the Commission commitments
3 under this Equal Opportunity clause, and shall post copies of the
4 notice in conspicuous places available to employees and applicants
5 for employment.

6 (4) The Commission will comply with all provisions
7 of Executive Order No. 11246 dated September 24, 1965, and of the
8 rules, regulations, and relevant orders of the Secretary of Labor.

9 (5) The Commission will furnish all information
10 and reports required by Executive Order No. 11246 dated September 24,
11 1965, and by the rules, regulations, and orders of the Secretary of
12 Labor for purposes of investigation to ascertain compliance with
13 such rules, regulations and orders.

14 (6) In the event of the Commission's noncom-
15 pliance with the Equal Opportunity clause of this contract or with
16 any of the said rules, regulations, or orders, this contract may be
17 cancelled, terminated, or suspended, in whole or in part, and the
18 Commission may be declared ineligible for further Government con-
19 tracts in accordance with procedures authorized in Executive Order
20 No. 11246 dated September 24, 1965, and such other sanctions may
21 be imposed and remedies invoked as provided in Executive Order No.
22 11246 dated September 24, 1965, or by rules, regulation, or order
23 of the Secretary of Labor, or as otherwise provided by law.

Art. 22

(7) The Commission will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 dated September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Commission will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Commission becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. Inclusion of the above nondiscrimination clause in subcontracts may be by reference to Section 201 of Executive Order No. 11246 dated September 24, 1965. Subcontracts below the third tier, other than subcontracts calling for construction work at the site of construction, are exempt from the requirements of the clause.

c. (1) Definitions:

(a) the term "Contractor" shall mean the employees, agents, lessees, sublessees, and contractors, and the successors in interest:

1 (b) the term "Facility" shall mean any
2 and all services, facilities, privileges, accommodations, and activi-
3 ties available to the general public and permitted by this agreement.
4 (2) The Contractor shall not:
5 (a) publicize any facility operated hereunder
6 in any manner that would directly or inferentially reflect upon
7 or question the acceptability of any person because of race, creed,
8 color, ancestry, or national origin;
9 (b) discriminate by segregation or other
10 means against any person because of race, creed, color, ancestry, or
11 national origin in furnishing or refusing to furnish such person the
12 use of any such Facility.
13 (3) The Contractor shall post the following notice
14 in such a manner where any Facility is available so as to ensure that
15 its contents will be conspicuous to any person seeking employment or
16 use of any Facility. Such notice will be furnished the Contractor
17 by the Secretary.
18 NOTICE
19 THIS IS A FACILITY OPERATED IN AN AREA UNDER THE JURIS-
20 DICTION OF THE UNITED STATES DEPARTMENT OF THE INTERIOR.
21 NO DISCRIMINATION BY SEGREGATION OR OTHER MEANS IN
22 FURNISHING OF ACCOMMODATIONS, FACILITIES, SERVICES, OR
23 PRIVILEGES ON THE BASIS OF RACE, CREED, COLOR, ANCESTRY,

Art. 22

OR NATIONAL ORIGIN IS PERMITTED IN THE USE OF THIS FACILITY. VIOLATIONS OF THIS PROHIBITION ARE PUNISHABLE BY FINE, IMPRISONMENT, OR BOTH. COMPLAINTS OF VIOLATIONS OF THIS PROHIBITION SHOULD BE ADDRESSED TO THE UNITED STATES DEPARTMENT OF THE INTERIOR, WASHINGTON, D.C. 20240.

(4) The Contractor shall require in all of his contracts or other forms of agreement for the operation of a Facility purusant to this agreement, inclusion and compliance with provisions identical with those stated in subsections (1), (2), (3), and (4) herein.

WATER AND AIR POLLUTION CONTROL

23. The Commission shall comply fully with all applicable Federal laws, orders, and regulations, and the laws of the State of New Mexico, pertaining to air and water pollution.

NOTICES

24. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given when mailed, postage prepaid, or delivered to the Regional Director, Southwest Region, Bureau of Reclamation, Amarillo, Texas, on behalf of the United States or the Bureau, and to the Director, New Mexico State Park and Recreation Commission, Santa Fe, New Mexico, on behalf of the State or the Commission. 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.

Art. 22
Art. 23
Art. 24

OFFICIALS NOT TO BENEFIT

25. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this provision shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

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

THE STATE OF NEW MEXICO
New Mexico State Park
and Recreation Commission

By _____
Chairman

By _____

CONCUR:

THE UNITED STATES OF AMERICA
Department of the Interior
Bureau of Reclamation

By _____
ACTING Regional Director
Southwest Region

THE UNITED STATES OF AMERICA
NATIONAL PARK SERVICE

By _____

Title Regional Director

This agreement has been approved by:

THE STATE OF NEW MEXICO
ATTORNEY GENERAL'S OFFICE

By _____
Asst Attorney General

THE STATE OF NEW MEXICO
STATE BOARD OF FINANCE

APPROVED
STATE BOARD OF FINANCE
FEB 8 1977
VINCENT J. MONTOYA
Executive Sec. 125

By: _____

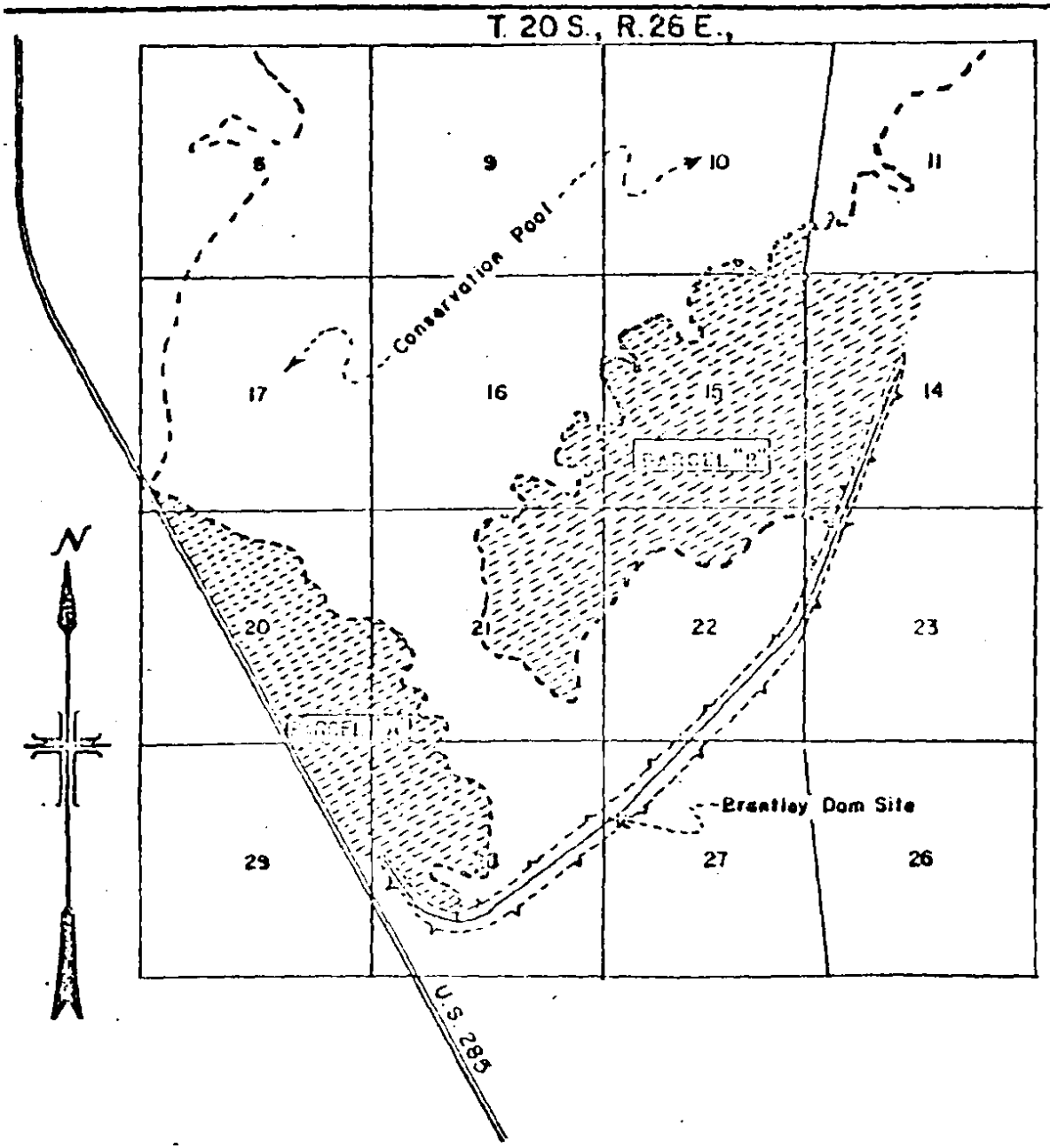

EXHIBIT "A"

Proposed State Park Lands

PARCEL "A"

All lands East of U.S. Highway 285 and above conservation pool in secs. 17, 20, 21, 28, and 29, T. 20 S., R. 26 E., N.M.P.M., Eddy County, New Mexico.

PARCEL "B"

All lands northerly of damsite and above conservation pool in secs. 10, 14, 15, 16, 21, and 22, T. 20 S., R. 26 E., N.M.P.M., Eddy County, New Mexico.

4000 0 4000

SCALE OF FEET

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
LANDS TO BE ADMINISTERED BY
NEW MEXICO STATE PARKS & RECREATION COMM.
BRANTLEY DAM & RESERVOIR

DESIGNED ---------- LOCATION ----------
DRAWN ---------- RECOMMENDED ----------
CHECKED ---------- APPROVED ----------

EXHIBIT "D"

REPAYMENT SCHEDULE

YEAR	ANNUAL PAYMENT	INTEREST 5.116	PRINCIPAL	BALANCE
				914500.
1	46100.	46800.	-700.	915200.
2	49600.	46800.	2800.	912400.
3	49800.	46700.	3100.	909300.
4	49900.	46500.	3400.	905900.
5	50100.	46300.	3800.	902100.
6	50200.	46200.	4000.	898100.
7	50300.	45900.	4400.	893700.
8	50500.	45700.	4800.	888900.
9	50700.	45500.	5200.	883700.
10	50800.	45200.	5600.	878100.
11	51000.	44900.	6100.	872000.
12	51100.	44600.	6500.	865500.
13	51300.	44300.	7000.	858500.
14	51300.	43900.	7400.	851100.
15	51400.	43500.	7900.	843200.
16	51600.	43100.	8500.	834700.
17	51800.	42700.	9100.	825600.
18	51900.	42200.	9700.	815900.
19	52100.	41700.	10400.	805500.
20	52200.	41200.	11000.	794500.
21	52400.	40600.	11800.	782700.
22	52400.	40000.	12400.	770300.
23	52400.	39400.	13000.	757300.
24	52400.	38700.	13700.	743600.
25	52400.	38000.	14400.	729200.
26	52400.	37300.	15100.	714100.
27	52400.	36500.	15900.	698200.
28	52400.	35700.	16700.	681500.
29	52400.	34900.	17500.	664000.
30	52400.	34000.	18400.	645600.
31	52400.	33000.	19400.	626200.
32	52400.	32000.	20400.	605800.
33	52400.	31000.	21400.	584400.
34	52400.	29900.	22500.	561900.
35	52400.	28700.	23700.	538200.
36	52400.	27500.	24900.	513300.
37	52400.	26300.	26100.	487200.
38	52400.	24900.	27500.	459700.
39	52400.	23500.	28900.	430800.
40	52400.	22000.	30400.	400400.
41	52400.	20500.	31900.	368500.
42	52400.	18900.	33500.	335000.
43	52400.	17100.	35300.	299700.
44	52400.	15300.	37100.	262600.
45	52400.	13400.	39000.	223600.
46	52400.	11400.	41000.	182600.
47	52400.	9300.	43100.	139500.
48	52400.	7100.	45300.	94200.
49	52400.	4800.	47600.	46600.
50	49000.	2400.	46600.	0.
TOTALS	2582300.	1667800.	914500.	

Estimated construction costs----------$858,500
Estimated interest accrued during construction---------$ 56,000
Total estimated obligation----------$914,500.00