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1-130-Ind-270

REPAYMENT CONTRACT

UNITED STATES GANADO INDIAN IRRIGATION PROJECT

1 THIS AGREEMENT, made and entered into this 29th day of September, 1933,
2 by and between the United States of America, acting herein by H. C. Neuffer,
3 Supervising Engineer, thereunto duly authorized, and hereinafter for brevity
4 referred to as the United States, and the Board of National Missions of the
5 Presbyterian Church of the United States of America, a corporation chartered,
6 organized, and existing under and by virtue of the laws of the State of New York,
7 and operating in its corporate capacity at Ganado, in the State of Arizona, under
8 the name and style of the Ganado Presbyterian Mission, and hereinafter for
9 brevity referred to as the Mission.

14 WITNESSETH:

15 WHEREAS, the United States has to date built and constructed the Ganado
16 Irrigation Project, pursuant to the Act of August 24, 1912, and acts supplemental
17 thereto and amendatory thereof, and that in the construction of said project the
18 United States has expended the total sum of \$127,613.67, which said sum when
19 spread over the irrigable acreage under said Project subject to construction
20 charges amounts to the sum of \$106.34 per acre, and

21 WHEREAS, The rehabilitation of said project has now been completed by
22 the United States for the exclusive benefit of the irrigable lands under said
23 project, and

24 WHEREAS: Said Project consists of a diversion dam in the Rio Pueblo
25 (Per notation reads: For cancellation see Act June 22, 1936, 49 Stat. 1803)
26 Colorado, a feeder canal from said diversion dam to the Ganado reservoir, the
27 Ganado reservoir with a present capacity of 2,650 acre feet, and a distributing
28 system, and

29 WHEREAS: The Mission is the owner and in the possession of the
30 following described real estate located in Apache County, Arizona, to-wit:
31 Lots 6-7-8-15-16-17-18-19-20-21-22-23-and 30 and the $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 27, T.27N.,
32 R. 26E., G&SRM, containing 109.34 acres, all which said lands formerly belonged

1 to the United States and were until February 24, 1920 a part of the Navajo
2 Indian Reservation, and

3 WHEREAS: 47 acres of said land are irrigable from the United States
4 Ganado Irrigation Project on the Navajo Indian Reservation in Arizona, and

5 WHEREAS, The Mission has been receiving water for the irrigation of
6 said irrigable lands from the United States from its said Ganado Irrigation
7 Project, and

8 WHEREAS: It is necessary for the successful continuation of the Mission
9 and its work that it continue to receive water from said Ganado Project, and

10 WHEREAS: Said Mission desires to continue receiving water from said
11 project annually in an amount not in excess of two and one-half acre feet per
12 acre of land irrigated, and

13 WHEREAS: The Mission is willing to bind itself to pay the said \$106.34
14 per acre for its said 47 irrigable acres to the United States for the construction
15 of said United States Ganado Indian Irrigation Project in Arizona, and to pay its
16 proportionate share of the operation and maintenance of said project under such
17 rules and regulations as the Secretary of the Interior of the United States of
18 America shall time to time prescribe, and

19 WHEREAS: The United States is willing to deliver to said Mission said
20 amount of water or as much thereof as may be available, but in no event to deliver
21 to the Mission an amount of water per acre in excess of that amount delivered per
22 acre to the various other landowners under said system.

23 NOW THEREFORE, in consideration of the premises and the covenants, here-
24 inafter contained, it is hereby agreed as follows:

25 1. That the Mission agrees for itself, its successors and assigns th-
26 for the delivery of irrigation water to its land, as hereinafter provided, it
27 will reimburse the United States for its proportionate part of the total cost
28 of constructing the said Ganado-Irrigation project in the sum of \$106.34 per
29 irrigable acre for each of its said irrigable acres, and said irrigable acreage
30 is hereby agreed to be forty-seven (47) acres.

31 2. It is understood and agreed on the part of the Mission that the
32 total construction cost amounting as aforesaid to \$106.34 per acre includes all

1 costs and charges, which the United States could and did charge against its own
2 lands held for use and benefit of its Indian wards, including items formerly
3 designated as "Chief Engineer Costs" but now classified as "General Administration
4 Charges", and the Mission hereby specifically consents and agrees to the inclu-
5 sion of said items.

6 3. The Mission further covenants and agrees to pay to the United
7 States the same annual operation and maintenance charges per acre on all of its
8 said 47 acres of irrigable land, annually in advance at the time and in the
9 manner as provided for by the Secretary of the Interior of the United States of
10 America for all irrigable lands within the said Ganado Irrigation Project.

11 4. The Mission further covenants and agrees to pay its proportionate
12 part of the construction costs of said project, as hereinabove defined on its
13 said 47 irrigable acres, in forty equal installments, the first one to be paid
14 July 1, 1934, and a like installment on the first day of July each year there-
15 after until the entire amount has been paid.

16 The United States covenants and agrees to deliver two and one-half
17 acre feet of water per acre for said irrigable land at the turnout point for the
18 Mission's lateral, or laterals, annually, provided, however, that the United
19 States will not deliver said amount of water per acre to the Mission in any year
20 for a greater number of acres than the number actually irrigated by said Mission.
21 Provided further, that in no event will the United States deliver to said Mission
22 an amount of water in excess of that amount which is actually necessary to ec-
23 onomically irrigate said lands, and

24 Provided further, that the United States will not deliver in the case
25 of a shortage of water an amount per acre which exceeds the amount per acre
26 delivered to all other irrigable lands under the project and entitled to receive
27 water.

28 6. It is mutually understood and agreed that the Indian Irrigation
29 Service shall be the sole judge as to the amount of water required in any given
30 year to economically irrigate the Mission's land.

31 7. It is further provided and agreed that the United States will
32 present the said Mission with a notice of the assessment and the amount due as

1 operation and maintenance for its said irrigable acreage at least thirty (30)
2 days before the due date thereof.

3 8. The Mission covenants and agrees that the obligations created by
4 this contract for the repayment to the United States of the per acre cost of
5 construction chargeable against the lands of the Mission shall be and remain a
6 first and prior lien against all of the lands hereinabove described.

7 9. It is mutually understood and agreed that the delivery of water to
8 the Mission as herein provided for shall be made only when the Mission has com-
9 plied with all of the provisions of this contract in reference to operation and
10 maintenance, and when it is in default in the payment of any annual operation
11 and maintenance assessment, it shall not be entitled to the delivery of water.

12 10. It is mutually understood and agreed that the United States and/or
13 its assigns shall not be liable to the Mission and/or its successors and assigns
14 for damage for failure to deliver said or any water, as hereinbefore provided,
15 if such failure to so carry shall result from the shortage of water in the Rio
16 Pueblo Colorado, or because of hostile diversions thereof, or by reason of
17 drought, or interruption of service on canals or laterals for, repairs, nor for
18 any other reason of whatsoever nature not the result of a direct act of the
19 United States.

20 11. The Mission further covenants and agrees for its successors and
21 assigns that it will be bound in the operation and maintenance of said project
22 by the rules and regulations promulgated from time to time by the Secretary of
23 the Interior.

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

28 13. This contract shall not be binding upon any of the parties hereto
29 until approved by the Secretary of the Interior of the United States of America.

30 (SEAL)

BOARD OF NATIONAL MISSIONS OF THE
PRESBYTERIAN CHURCH, U.S.A.

31 Attest:
32 /s/ H.N. Morse

By /s/ C. N. Wescott
Treasurer

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UNITED STATES OF AMERICA
By /s/ H.C. Neuffer
H. C. Neuffer, Supervising Engineer

Approved as to form: July 7, 1933

/s/ T.A. Walters
First Assistant Secretary.

APPROVED: /s/ Oscar L. Chapman
Assistant Secretary. EER (12/20/33)

STATE OF NEW YORK))
))
COUNTY OF NEW YORK))

C.N. Womacott personally appeared before me this 30th day of Sept., 1933, known to me to be the Treasurer of the Board of National Missions of the Presbyterian Church of the United States of America, a corporation, and acknowledged to me that he signed and executed said contract for and on behalf of said corporation according to a resolution of the Board of Directors of said corporation, attached to said contract.

Subscribed and sworn to before me this 30th day of September 1933.

/s/ Helen Dawson
Notary Public

SEAL

My commission expires:
March 30, 1935.

CERTIFICATE.

I, H. N. Morse, Secretary of the Board of National Missions of the Presbyterian Church in the United States, a corporation, hereby certify that at a special meeting of the Board of Directors of said corporation, held at the office of said corporation at 156 Fifth Avenue, New York City in the State of New York, the 29th day of September 1933 at which a quorum was present, the following resolution was unanimously adopted upon motion duly made and seconded, as will hereinafter more fully appear.

F. W. 2553

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Resolution

WHEREAS the Board of National Missions of the Presbyterian Church in the United States owns 109.34 acres of land in Apache County, Arizona, 47 acres of which lands are irrigable from the Ganado Indian Irrigation Project on the Navajo Indian Reservation in Arizona, which said lands are described as follows:

Lots 6, 7, 8, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 30 and
S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec.27, T. 27N, R.26E, G&S.M., and

WHEREAS there is no water available for the irrigation of any of those lands except from said project, and

WHEREAS it is necessary to carry out the purposes of said corporation at Ganado, Arizona, and that if water for the irrigation of said lands is not obtained it will be impossible to continue the operation of said corporate activities at said place, and

WHEREAS the United States Ganado Indian Irrigation Project has been furnishing water to the Mission located at Ganado and that a great sum of money has been expended by said project and that the Mission and its lands have received the benefit thereof, and

WHEREAS the work which said Ganado Indian Irrigation Project has done amounts to approximately \$106.34 an acre, it is fair and just that this corporation agree to repay the United States said sum of money in accordance with that certain proposed contract, approved as to form by the Secretary of the Interior, July 7, 1933, and,

WHEREAS said contract represents the agreement which the corporation has made with the United States Ganado Indian Irrigation Project and which contract is in words and figures as follows:

F. W. 2554	
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