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COPY

I-130-[illegible]

REPAYMENT CONTRACT

UNITED STATES CANADO INDIAN IRRIGATION PROJECT.

THIS AGREEMENT, made and entered into this 29th day of September, 1933, by and between the United States of America, acting herein by H. O. [illegible], Supervising Engineer, thereunto duly authorized, and hereinafter for brevity referred to as the United States, and the Board of National Missions of the Presbyterian Church of the United States of America, a corporation chartered, organized, and existing under and by virtue of the laws of the State of New York, and operating in its corporate capacity at Canado, in the State of Arizona, under the name and style of the Canado Presbyterian Mission, and hereinafter for brevity referred to as the Mission.

WITNESSETH:

WHEREAS, the United States has to date built and constructed the Canado Irrigation Project, pursuant to the Act of August 24, 1912, and acts supplemental thereto and amendatory thereof, and that in the construction of said project the United States has expended the total sum of $127,613.[illegible], which said sum when spread over the irrigable acreage under said Project subject to construction charges amounts to the sum of $106.[illegible] per acre, and

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

WHEREAS: Said Project consists of a diversion dam in the Rio Pueblo

(Pen notation reads; For cancellation see Act June [illegible], 1936, 49 Stat. [illegible])

Colorado, a feeder canal from said diversion dam to the Ganado reservoir, the Ganado reservoir with a present capacity of [illegible] acre feet, and a distributing system, and

WHEREAS: The Mission is the owner and in the possession of the following described real estate located in Apache County, Arizona, to-wit: Lots 6-7-8-15-16-17-18-19-20-21-22-23 and 30 and the S½ NW¼ SW¼ Sec. 27, T. [illegible], R. 26 E., G&SRM, containing 109.34 acres, all which said lands formerly belonged to the United States and were until February [illegible], 1920 a part of the Navajo Indian Reservation, and

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

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

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

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

WHEREAS: The Mission is willing to bind itself to pay the said $[illegible] per acre for its said 47 irrigable acres to the United States for the construction of said United States Ganado Indian Irrigation Project in Arizona, and to pay its proportionate share of the operation and maintenance of said project water with rules and regulations as the Secretary of the Interior of the United States of America shall time to time prescribe, and

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

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

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

2. It is understood and agreed on the part of the Mission that the total construction cost amounting as aforesaid to $106.34 per acre includes all costs and charges, which the United States could and did charge against its own lands held for the use and benefit of its Indian wards, including items formerly designated as "Chief Engineer Costs" but now classified as "General Administration Charges", and the Mission hereby specifically consents and agrees to the inclusion of said items.

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

4. The Mission further covenants and agrees to pay its proportionate part of the construction costs of said project, as hereinabove defined on its said 47 irrigable acres, in forty equal installments, the first one to be paid July 1, 19[illegible], and a like installment on the first day of July each year thereafter until the [illegible]

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amount has been paid.

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

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

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

7. It is further provided and agreed that the United States will present the said Mission with a notice of the assessment and the amount due for operation and maintenance for its said irrigable acreage at least thirty (30) days before the the date thereof.

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

9. It is mutually understood and agreed that the delivery of water to the Mission as herein provided for shall be made only when the Mission has complied with

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all of the provisions of this contract in reference to operation and maintenance and when it is in default in the payment of any annual operation and maintenance assessment, it shall not be entitled to the delivery of water.

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

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

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

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

(SEAL)

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

Attest:
/s/ H. N. Morse

By /s/ G. N. Wennett
Treasurer

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

Approved as to form July 7, 1933
/s/ T. A. Walters
First Assistant Secretary.

APPROVED: /s/ Oscar L. Chapman
Assistant Secretary.