

MONTOLA, CONCEPCION, et. ux. Santos Paz de

QUITCLAIM DEED

(13) MESA DRAIN

7-(28) TEXAS

0023-0074-0028-00

*Santos Paz de Montoya* Ellis Bros. Printing Co., El Paso

THE STATE OF TEXAS.

COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS: THAT

We, **Concepcion Montoya and Santos Paz de Montoya**, husband and wife

of the County of **El Paso**, State of **Texas**, for and in consideration of the sum of **One and no/100 (\$1.00)** DOLLARS,

to **us** in hand paid by **The United States of America**, pursuant to the Act of June 17, 1902 (32 Stat. 388) and acts amendatory thereof and supplemental thereto,

of the County of \_\_\_\_\_, and \_\_\_\_\_, the receipt whereof is hereby acknowledged, do by these presents Bargain, Sell, Release and Forever Quit-Claim, unto the said

**The United States of America, and its**

~~heirs and assigns~~ all **our** right, title and interest in and unto that tract or parcel of land lying in the County of **El Paso**, and State of **Texas** described as follows, to-wit:

A tract of land situated approximately two (2) miles Northwest of the town of Ysleta, El Paso County, Texas in the Southeast quarter of the Southeast quarter (SE<sup>1</sup>/4 SE<sup>1</sup>/4) of Section fifteen (15) Township thirty-one (31) South, Range Six (6) East, United States Reclamation Service survey and in the "Ysleta Grant" and more particularly described as follows: Beginning at the Northeast corner of the tract of land herein described which is a point on the property line between land of the grantor herein and L. A. Foix from which point the Southeast corner of said Section fifteen (15) bears South 75°30' East one thousand fifty-eight and no tenths (1058.0) feet; thence South 40°41' East one hundred sixty-two and five tenths (162.5) feet to a point on property line between Grantor herein and E. S. Ainsa; thence South 66°32' West sixty-three and nine tenths (63.9) feet along said property line to corner, common to lands of Grantor herein, said E. S. Ainsa; and P. Tirres; thence North 47°32' West one hundred sixty-nine and five tenths (169.5) feet along property line between Grantor herein and said P. Tirres to corner, common to lands of Grantor herein, said P. Tirres and L. A. Foix; thence North 66°14' East eighty-four and nine tenths (84.9) feet along property line between Grantor herein and said L. A. Foix to point of beginning; said tract of land containing twenty-six hundredths (0.26) acre more or less.

TO HAVE AND TO HOLD all **our** right, title, interest, estate and claim in and to the said premises, together with all and singular, the rights, privileges and appurtenances to the same in any manner belonging, unto the said **The United States of America, its**

~~heirs and assigns~~ forever.

WITNESS **our** hand **a** this **28th** day of **January** A. D. 19**20**

Witness at Request of Grantors:

**Bernabe Flores**

**E. Samaniego**

**Concepcion X Montoya**  
mark  
**Santos Paz de Montoya X (her Mark)**



QUIT-CLAIM DEED

Single and Wife's Separate Acknowledgments

TO

Filed for record this

day of 19 at

o'clock and minutes. M.

Clerk.

Deputy.

ELLIS BROS. PRINTING CO., EL PASO

THE STATE OF TEXAS

COUNTY OF EL PASO.

BEFORE ME,

Geo. W. Hoadley

Notary Public

in and for El Paso County, Texas, on this day

personally appeared

Concepcion Montoya

known to me to be the person whose name is

subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 28th day of January, A. D., 1920.

Geo. W. Hoadley

Notary Public

My Com. Ex. June 1st 1921.

THE STATE OF TEXAS

COUNTY OF EL PASO.

Before me,

Geo. W. Hoadley

Notary Public

in and for

El Paso County, Texas, on this day personally appeared Santos Paz de Montoya

wife of

Concepcion Montoya

known to me to be the person whose name is subscribed

to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said she acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 28th day of January, A. D. 1920.

Geo. W. Hoadley

Notary Public.

My Com. Ex. June 1st 1921.

THE STATE OF TEXAS

COUNTY OF EL PASO.

I, W. D. Greet

Clerk of the County

Court of said County, do hereby certify that the above instrument of writing, dated on the 28th

day of Jany, A. D. 1920, with its certificate of authentication, was filed for record in my

office this 31st day of January, A. D. 1920, at 4:25 o'clock P. M.

and duly recorded the 7th day of Feby, A. D. 1920, at 3:47 o'clock P. M.

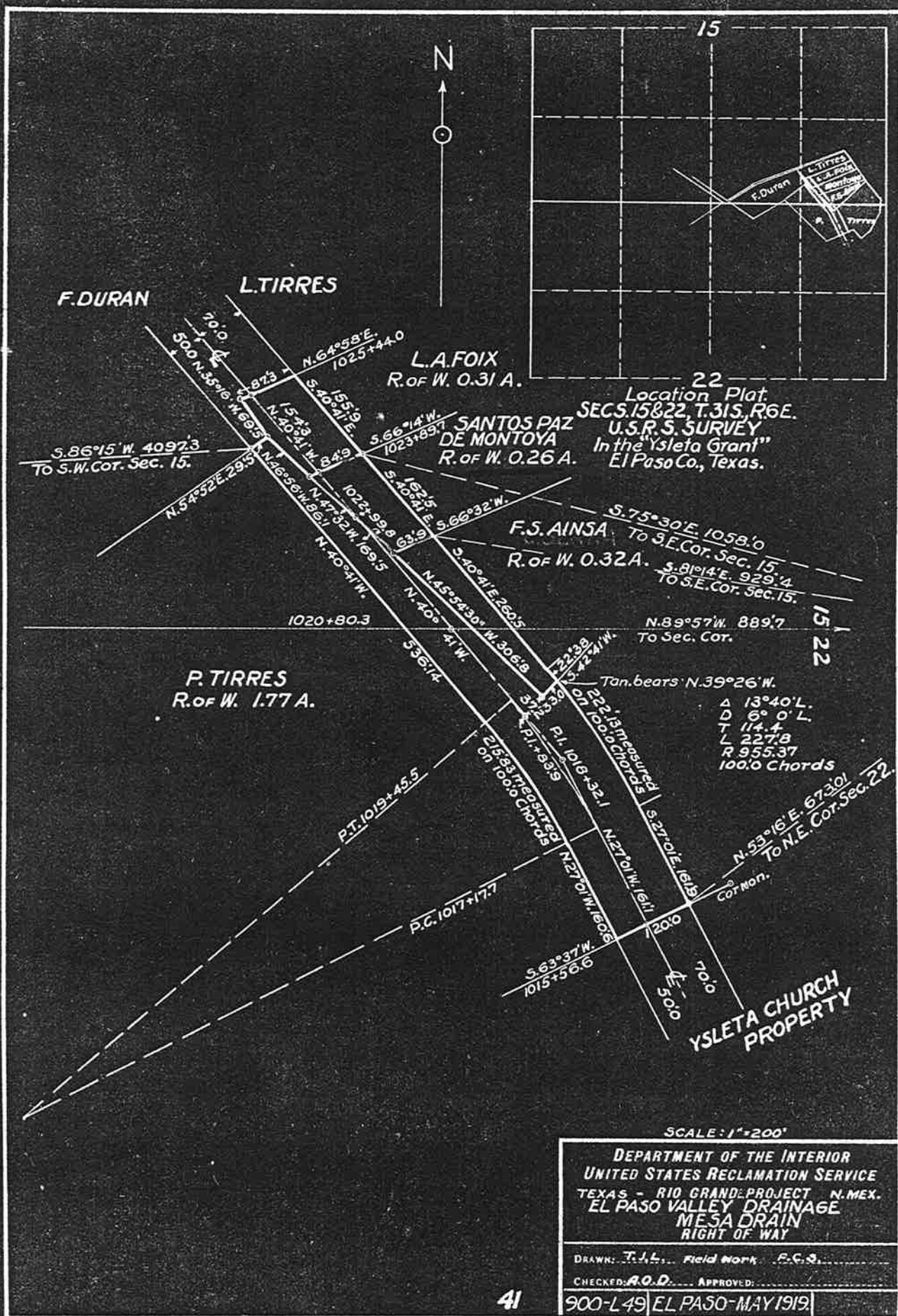
in the records of said County, in Volume 346 on Pages 208

Witness my hand and the seal of the County Court of said County, at office El Paso, Texas, the day and year last above written.

W. D. Greet

Clerk County Court, El Paso County, Texas.

By Florence C Rock, Deputy.





CANAL Mesa Drain COUNTY El Paso

1. Mailing address of each party Concepcion Montoya  
Ysleta Texas
2. Personal status of each party (married, single, widow or widower): married
3. List of improvements (state, as by itemized bill, how total consideration was fixed):  
Melons Chilli etc 50.00
4. Interest held by each party joined in contract, other than owner or wife of owner, as "Joint ownership", "lessee", or "licnor", and if licnor, state such facts as may be gathered from owner as to date, amount and quality of encumbrance:
5. State whether or not land is homestead property: Homestead
6. Survey number of tract (if not embodied in land description):  
If no survey number is available state item in tax records: Item (under whose name assessed and line number in assessment book):  
Acreage \_\_\_\_\_: assessed at \$ \_\_\_\_\_  
other available information \_\_\_\_\_
7. Grantor will order title warranty.  
Grantor agrees that Service may order title warranty and make deduction therefor.  
Grantor will order abstract of title.  
Grantor agrees that Service may order abstract of title and make deduction therefor.  
Grantor states that taxes are paid to date.  
Grantor will pay taxes now unpaid.  
Grantor wishes Service to pay taxes and make deduction therefor, and will furnish this office with bill of unpaid taxes.  
Grantor states that land is now encumbered (as per item 3) and wishes Service to pay off encumbrance and make deduction therefor. (In case this is to be done, grantor will have to consult personally with the licnor).  
Grantor states that land is encumbered (as per item 3) and will at once take steps to remove same.
8. Cost of structures to be built by Service.

None.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Rio Grande

Project El Paso, Tex.

(Place)

(Date)

Project Manager to Chief of Construction, thru District Counsel.

Subject: Forwarding for ~~approved contract~~ acceptance  
Donation deed dated January 28, 1920.

~~With~~ Running from Concepcion Montoya and Santos Paz de Montoya,  
husband and wife to the United States

Estimated amount involved, \$ 0.

Authority No. 6-5  
or Clearing Acct.

Accompanied by bond and 2 copies

(Insert "Yes" or "No" bond)

No bond

Purpose:

Donation of 0.26 acres of land for Mesa Drain.

Advise Project Manager at El Paso, Tex.

(Post office and State)

District Counsel at El Paso, Tex.

(Post office and State)

and Chief Engineer, Denver, Colorado.  
execution

of the approval of the above, using extra copy hereof.

Inclosures listed on the reverse

NOTE: Before submitting contract see that the instructions on  
reverse hereof have been FULLY complied with. See also par. 16,  
Page 205, Vol. 1 of Manual.

L. M. Lawson

(Signature)

Denver, Colo.

The above described contract and bond, if any, approved

by

on

Chief of Construction.

Denver, Colo. June 9, 1920.

Chief of Construction to Director:

It is recommended that the above described ~~contract~~ deed  
~~executed~~ be accepted.

~~approved and bond if any approved~~

Inclosures:

Orig. & 3 copies of form letter.

" recorded deed dated Jan. 28, 1920.

" certificate re possession, taxes, etc.

1 Blueprint, 900-149.

(Signature)

Accepted and Filed

Washington, D. C. JUN 23 1920

Contract and bond, if any, approved by

on

JUN 12 '20 12832

CERTIFICATE.

I HEREBY CERTIFY, with reference to the following described land:

A tract of land in the Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section fifteen (15) Township thirty-one (31) South Range Six (6) East United States Reclamation Service Survey and in the Ysleta Grant, El Paso County, Texas, more particularly described in quitclaim deed dated January 28, 1920, running from Concepcion Montoya and Santos Paz de Montoya, husband and wife, to the United States of America:

That the tax records of said county indicate that Concepcion Montoya the reputed owner, is the actual owner; that there are no unsatisfied mortgages or other liens existing against said land; and that the land is not occupied adversely to the reputed owner.

  
\_\_\_\_\_  
~~Asst. District Counsel.~~

Clerk.

El Paso, Texas.

Jan. 28, 1920.

El Paso, Tex.  
Jan. 30, 1920.

County Clerk for El Paso County,  
El Paso, Tex.

Dear Sir:

Transmitted herewith for official  
record donation deed dated January 28, 1920  
running from Concepcion Montoya and Santos  
Paz de Montoya, husband and wife to the United  
States.

Yours very truly,

C. F. Harvey

Asst. District Counsel.



El Paso, Texas, June 1, 1920.

From Project Manager

To Director, Washington.

(Thru office of Chief Engineer, Denver.)

Subject: Settlement for right of way with Concepcion Montoya et ux. under deed and contract dated January 28, 1920 - Rio Grande project.

1. Transmitted herewith, together with related papers, are the above described deed and contract. The contractors were advised that this method of settlement would be carried out, and the papers were executed, prior to instructions to discontinue contract founded on quitclaim deed. Delay in forwarding the papers for approval has been caused by extra long time for the deed to be returned from the county clerk's office after recordation. It is not thought advisable to call on contractors for execution of other papers, as they have now been awaiting their money in payment for six months. In view of the above, and the relatively small amount to be paid, it is requested that this contract receive special consideration looking to approval.

L M LAWSON

incls. (as noted on form  
letters of transmittal)

Copy to D. C. El Paso.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico-Texas.

THIS AGREEMENT, made this 28th day of January, nineteen hundred and twenty, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof and supplementary thereto, between THE UNITED STATES OF AMERICA hereinafter styled the United States, by L. M. Lawson, Project Manager

United States Reclamation Service, thereunto duly authorized, and subject to the approval of the proper supervisory officer of the United States Reclamation Service, and Concepcion Montoya and Santos Paz de Montoya, husband and wife

hereinafter styled Contractor, their heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties covenant and agree that—

2. The Contractor will  
~~XXXXXXXXXXXXXXXXXX~~

2. Whereas, under even date herewith a quitclaim deed was executed by the Contractor herein releasing and quitclaiming to the United States of America for canal right of way in the Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section Fifteen (15) Township thirty-one (31) South, Range Six (6) East United States Reclamation Service survey and in the Ysleta Grant, in El Paso County, Texas containing approximately twenty-six hundredths (0.26) acre; and

3. Whereas, the United States desires immediate possession of the land herein described for use in the construction of El Paso Valley Mesa Drain; and

4. Whereas, the Contractor is the owner of the improvements on said described land;

5. Now, therefore, in consideration of the sum of fifty and 00/100 (\$50.00) dollars, the value of said improvements, to the contractor in hand paid by the United States, the receipt of which is hereby acknowledged, the Contractor hereby waives and releases the United States from any and all claims of whatever nature by reason of the damage that the Contractor has suffered or may hereafter suffer as a result of the operations of the United States Reclamation Service on said tract of land as described in the quitclaim deed referred to.

6. It is understood and agreed that the United States, its agents, officers, and employees, shall at all times have the right to

~~For and in consideration of the faithful performance of this contract, the Contractor shall be paid~~

8. No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of the contract so far as the United States is concerned; all rights of action, however, for breach of this contract are reserved to the United States, as provided by section 3737, Revised Statutes of the United States.

9. It is further stipulated and agreed that in the performance of this contract no persons shall be employed who are undergoing sentences of imprisonment at hard labor which have been imposed by courts of the several State or Territories or municipalities having criminal jurisdiction.

10. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment or either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in section 116 of the act of Congress approved March 4, 1909 (35 Stat. L., 1109).

IN WITNESS WHEREOF the parties have hereto signed their names the day and year first above written

THE UNITED STATES OF AMERICA,

L. R. Lawson

By \_\_\_\_\_

Project Manager

U. S. R. S.

Witnesses:

Bernabe Flores

E. Samaniego

Concepcion Montoya X(his mark)

Santos Paz de Montoya X(his mark)

\* By \_\_\_\_\_

P. O. Address \_\_\_\_\_

† Approved: \_\_\_\_\_

(Date) \_\_\_\_\_, 19\_\_\_\_

\* See pars. 6 and 7, Instructions, over.

† Approval of this contract is not required when executed by the Chief of Construction, except in cases covered by regulations on pages 201-203 of the Manual.

6-6024