

SN-910
Rev. 9/76

Route to:

Initials

<input type="checkbox"/>	Kirby	_____
<input type="checkbox"/>	Alarcon	_____
<input checked="" type="checkbox"/>	Pedde	_____
<input type="checkbox"/>	Farias	_____
<input type="checkbox"/>	Guerrero	_____
<input type="checkbox"/>	O'Roark	_____
<input type="checkbox"/>	Sanchez	_____
<input type="checkbox"/>	Watson	_____

MONTEYA DRAIN

[Signature]

Remarks: *Per your Request*
Montoya Drain

Ray Date *10/31/78*

Montoya Drain

QUIT-CLAIM DEED

Std: (2/26/18)
(211 recorded)

THE STATE OF TEXAS)
County of El Paso)

KNOW ALL MEN BY THESE PRESENTS: That we,

Geo. T. White, Horace B. Stevens, Chas. B. Stevens
W. L. Pooley, N. Abraham, K. Abraham, J. J. McNary, James
A. McNary, administrators estate of George L. McKee, John A. Popper
El Paso Country Club, a corporation, El Comunitario Turistico Land Co, a
corporation

tenants in common in the ownership of the property herein-
after described, of the County of El Paso, State of Texas,
for and in consideration of the sum of ONE DOLLAR and other
valuable considerations to us in hand paid by the UNITED STATES
OF AMERICA, pursuant to the Act of Congress approved June 17,
1902 (32 Stat., 388), the receipt whereof is hereby acknowledged,
do by these presents bargain, sell, release and forever quit-
claim unto the UNITED STATES OF AMERICA, its successors and
assigns all their right, title and interest in and unto those
certain drainage canals heretofore constructed and now in ex-
istence in the County of El Paso and State of Texas, more par-
ticularly delineated and shown in red on map hereto attached
and hereby made a part hereof, together with all appurtenances
and structures thereunto belonging or in any wise appertaining,
and such additional right-of-way, not exceeding seventy (70) feet
in width, on the West or river side of said main Drain as now
constructed and in existence as may, in the opinion of the
proper representatives of the UNITED STATES, be reasonably
necessary for the enlargement, operation and maintenance of

Incl #1

said Drain.

This deed is executed pursuant to a resolution of the Board of Directors of the El Paso County Water Improvement District No.1, passed at a meeting duly called and held in the office of said District in the Mills Building, in the City of El Paso, Texas, at 10 a.m., January 16, 1918, at which there was a quorum present, said resolution reading as follows:

"BE IT RESOLVED That the Board of Directors of the El Paso County Water Improvement District No.1 hereby approve the construction of the Montoya Unit at a charge not to exceed EIGHTY THOUSAND DOLLARS(\$80,000) with construction charges the same as for the balance of the project - except that credit on future payments be allowed on the value of the Drains already constructed approximately equivalent to their cost."

It is a condition of this deed that in fixing the charges for irrigation and drainage works constructed by the United States, for the use and benefit of the said El Paso County Water Improvement District No.1, appropriate credits shall be allowed, at the proper time and in the manner most feasible, to the grantors herein for the approximate cost to the said grantors of the drainage canals hereby conveyed, said credits to be apportioned among the various grantors herein in accordance with their respective interests as they may be made to appear to the officials charged by law with the assessment and levy of charges against the land owners within said improvement district.

TO HAVE AND TO HOLD all their right, title, interest, estate and claim in and to the said drainage canals, together with all and singular, the rights, privileges and appurtenances to the same in any manner belonging, unto the

said UNITED STATES, its successors and assigns forever.

WITNESS OUR HANDS, This the 26th day
of February, A. D. 1918.

Witnesses at Request
of Grantor:

+ Z. F. White

+ James B. Stevens

+ Charles B. Stevens

+ A. Abraham

+ and K. Abraham 41/86

+ W. S. Cooley

+ J. M. Wang

+ James J. Wang

Administrator with the will annexed
of the estate of George Cook - deceased

+ El Paso Country Club

by Robert H. H. H. H. H.
acting in absence of Pres.

+ James R. Harper vice Pres.

+ John A. Haffner

t-
ed.

THE STATE OF TEXAS |
County of El Paso |

Before me P. J. Knight, in and
for El Paso County, Texas on this day personally appeared
J. M. Gray and R. J. Tooley

known to me to be the person whose names are subscribed to
the foregoing instrument, and acknowledged to me that they execut-
ed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 20 day
of March, A. D. 1918.

P. J. Knight
Notary Public

THE STATE OF TEXAS |

County of El Paso |

Before me, P. J. Knight in and

for El Paso County, Texas, on this day personally appeared

James McGon - Adm with the wife Anne
of the Estate of George Cook deceased

known to me to be the person whose name is subscribed to
the foregoing instrument, and acknowledged to me that he execut-
ed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 20th day
of March, A. D. 1918.

P. J. Knight
Notary Public

THE STATE OF Texas |

County of El Paso |

Before me, P. J. Knight in and

for El Paso County, Texas, on this day person-
ally appeared Robert Kraemer Vice

President El Paso County
Club

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 21 day
of March, A. D. 1918.

P. J. Knight
Notary Public

THE STATE OF Texas
County of El Paso

Before me, Mary M. Ellis Notary Public in and
for El Paso County, Texas, on this day person-
ally appeared Z. V. White, Horace B. Stevens,
Charles B. Stevens, ~~W. L. D. D.~~

known to me to be the persons whose names are subscribed to
the foregoing instrument, and acknowledged to me that they
executed the same for the purposes and consideration therein
expressed.

Given under my hand and seal of office, this 22nd day
of March, A. D. 1918.

Mary M. Ellis
Notary Public, El Paso County, Tex.

THE STATE OF Texas
County of El Paso

Before me, Maud E. Straly, Notary Public in and
for El Paso County, Texas, on this day person-
ally appeared James R. Harper, Vice President
El Cantillo Townsite & Land Co. a corporation

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 23rd day
of March, A. D. 1918.

Maud E. Straly
Notary Public, El Paso County, Tex.

THE STATE OF Texas
County of El Paso

Before me, Mary M. Ellis, Notary Public in and
for El Paso County, Texas, on this day
personally appeared N. Abraham and K. Abraham

known to me to be the persons whose names are subscribed to the
foregoing instrument, and acknowledged to me that they executed
the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this 25th day
of March, A.D. 1918.

Mary M. Ellis
Notary Public, El Paso County, Texas.

The State of _____
County of _____

Before me _____ in and
for _____ County, _____, on this day personally
appeared _____

known to me to be the person whose name subscribed to the
foregoing instrument, and acknowledged to me that _____ executed
the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this _____ day
of _____, A.D. 1918.

PETITION FOR
MONTUOYO SYPHON
AND
ENLARGING OF
MONTUOYA AND NEMEKAS DRAINS.

Incl. # 2

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned owners of land situate in the County of El Paso, Texas and/or in Dona Ana County, New Mexico, respectively, and within the boundaries of El Paso County Water Improvement District No. 1, or the Elephant Butte Irrigation District, being desirous of securing improved adequate and more efficient irrigation and drainage facilities for our lands in accordance with plans now or hereafter to be formulated by the United States of America under provisions of the Act of Congress approved June 17, 1902 (32 Stat., 380), and acts amendatory thereof or supplementary thereto, pursuant to contract dated June 18, 1910, and contracts supplementary thereto between the United States of America and the said Elephant Butte Irrigation District, and/or pursuant to contract dated January 17, 1920 and contracts supplementary thereto between the United States of America and the said El Paso County Water Improvement District No. 1, for and in consideration of the contemplated benefits to be derived from the construction, reconstruction or improvement and subsequent operation of irrigation or drainage works or both in the vicinity of our lands, and in consideration of our mutual promises herein, do hereby agree for ourselves, our heirs, executors, administrators, successors and assigns, to convey to the United States of America, by our respective proper quit claim deeds, upon demand for such deeds being made by the authorized representatives of the Bureau of Reclamation of the United States, a strip or strips of land for right of way for ditches or laterals of such width and

length as may be necessary and actually occupied by such works and reasonably required for the proper operation and maintenance thereof, not to exceed however the width in feet set opposite each of said proposed works for what are or will be commonly known respectively as follows, to-wit:

<u>Feature</u>	<u>Maximum width of Right of Way</u>
Nemexas Drain	160 feet
Montoya Spur Drain Extension	180 feet
Montoya Drain	20 feet
Montoya Spur Drain	35 feet
Montoya Lateral "D" change at lower end	40 feet
Siphon Levee	100 feet

As the same respectively are now or may hereafter be located and staked out on the ground by the United States acting thru the Bureau of Reclamation, the locations of such drainage ditches, levees, intercepting drains and laterals respectively being approximately and substantially as shown on the map attached hereto and made a part thereof.

In Witness Whereof, we have hereunto affixed our hands and seals this 29th day of November, 1927.

Signed, Sealed and Delivered
in the Presence of:

J. J. Kerby
W. H. [Signature]

Mrs M M Kerby

Before me, G. H. Rowan, in and for ^{Travis} ~~El Paso~~ County, Texas, on this day personally appeared Mrs. M. M. Kerby

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 29th day of November, A. D. 1927.

G. H. Rowan
Notary Public, Travis Co., Texas.

THE STATE OF TEXAS } ss
COUNTY OF _____ }

Before me, _____
in and for El Paso County, Texas, on this day personally appeared _____

known to me to be the person whose name _____ 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 _____ day of _____, A. D. 192 .

THE STATE OF TEXAS } ss
COUNTY OF _____ }

Before me, _____
in and for _____ County, Texas, on this day personally appeared _____

known to me to be the person whose name _____ 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 _____ day of _____, A. D. 192 .

On this day before me, a Notary Public, appeared _____

personally known to me to be the person who executed the above and foregoing instrument and acknowledged to me that _____ he executed the same as _____ his _____ free act and deed and for the purposes and consideration herein set forth.

In witness whereof I have subscribed my name and affixed my seal this _____ day of _____, 1927.

My Commission expires; _____ 192__ . _____ Notary Public

STATE OF NEW MEXICO)
COUNTY OF _____) ss

On this day before me, a Notary Public, appeared _____

personally known to me to be the person who executed the above and foregoing instrument and acknowledged to me that _____ he executed the same as _____ his _____ free act and deed and for the purposes and consideration herein set forth.

In witness whereof I have subscribed my name and affixed my seal this _____ day of _____, 1927.

My Commission expires; _____ 192__ . _____ Notary Public

STATE OF NEW MEXICO)
COUNTY OF _____) ss

On this day before me, a Notary Public, appeared _____

personally known to me to be the person who executed the above and foregoing instrument and acknowledged to me that _____ he executed the same as _____ his _____ free act and deed and for the purposes and consideration herein set forth.

In witness whereof I have subscribed my name and affixed my seal this _____ day of _____, 1927.

My Commission expires; _____ 19__ . _____ Notary Public.

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned owners of land situate in the County of El Paso, Texas and/or in Dona Ana County, New Mexico, respectively, and within the boundaries of El Paso County Water Improvement District No. 1, or the Elephant Butte Irrigation District, being desirous of securing improved adequate and more efficient irrigation and drainage facilities for our lands in accordance with plans now or hereafter to be formulated by the United States of America under provisions of the Act of Congress approved June 17, 1902 (32 Stat., 389), and acts amendatory thereof or supplementary thereto, pursuant to contract dated June 15, 1918, and contracts supplementary thereto between the United States of America and the said Elephant Butte Irrigation District, and/or pursuant to contract dated January 17, 1920 and contracts supplementary thereto between the United States of America and the said El Paso County Water Improvement District No. 1, for and in consideration of the contemplated benefits to be derived from the construction, reconstruction or improvement and subsequent operation of irrigation or drainage works or both in the vicinity of our lands, and in consideration of our mutual promises herein, do hereby agree for ourselves, our heirs, executors, administrators, successors and assigns, to convey to the United States of America, by our respective proper quit claim deeds, upon demand for such deeds being made by the authorized representatives of the Bureau of Reclamation of the United States, a strip or strips of land for right of way for ditches or laterals of such width and

length as may be necessary and ^{here after} actually occupied by such works and reasonably required for the proper operation and maintenance thereof, not to exceed however the width in feet set opposite each of said proposed works for what are or will be commonly known respectively as follows, to wit:

<u>Feature</u>	<u>Maximum width of Right of Way</u>
Nemexas Drain	160 feet
Montoya Spur Drain Extension	180 feet
Montoya Drain	20 feet
Montoya Spur Drain	35 feet
Montoya Lateral "D" change at lower end	40 feet
Siphon Levee	100 feet

As the same respectively are now or may hereafter be located and staked out on the ground by the United States acting thru the Bureau of Reclamation, the locations of such drainage ditches, levees, intercepting drains and laterals respectively being approximately and substantially as shown on the map attached hereto and made a part thereof.

In Witness Whereof, we have hereunto affixed our hands and seals this _____ day of _____, 1927.

Signed, Sealed and Delivered
in the Presence of:

Charles B. Stevens
by Lawrence B. Stevens

Q. Q. Q. Q. Q.

July B. Stevens
Ind. Executrix of the
Estate of Horace B. Stevens, Deceased.

W. White
Wills & Shutes
Executor for the Estate of
S. C. Schuch deceased.

J. D. Porcher

W. P. Gibson

B. Hall

Henry Ellis
Boy scout of America
W. T. Tolbert
Chairman Camping Committee

THE STATE OF TEXAS)
COUNTY OF El Paso) ss

Before me, Geo. W. Hoadley Notary Public, in and for El Paso County,
Texas, on this day personally appeared _____

O.C. Coles & Z.T. White

known to me to be the person whose name are subscribed to the fore-
going instrument, and acknowledged to me that they executed the same
for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 5th day of
November, A. D. 1927

Geo. W. Hoadley
Notary Public in and for
El Paso County, Texas

THE STATE OF TEXAS)
COUNTY OF El Paso) ss

Before me, Geo. W. Hoadley Notary Public
in and for El Paso County, Texas, on this day personally appeared
Lawrence B. Stevens, Abby B. Stevens

Will R. Shutes

known to me to be the personS whose nameS are subscribed to the fore-
going instrument, and acknowledged to me that they executed the same
for the purposes and consideration therein expressed.

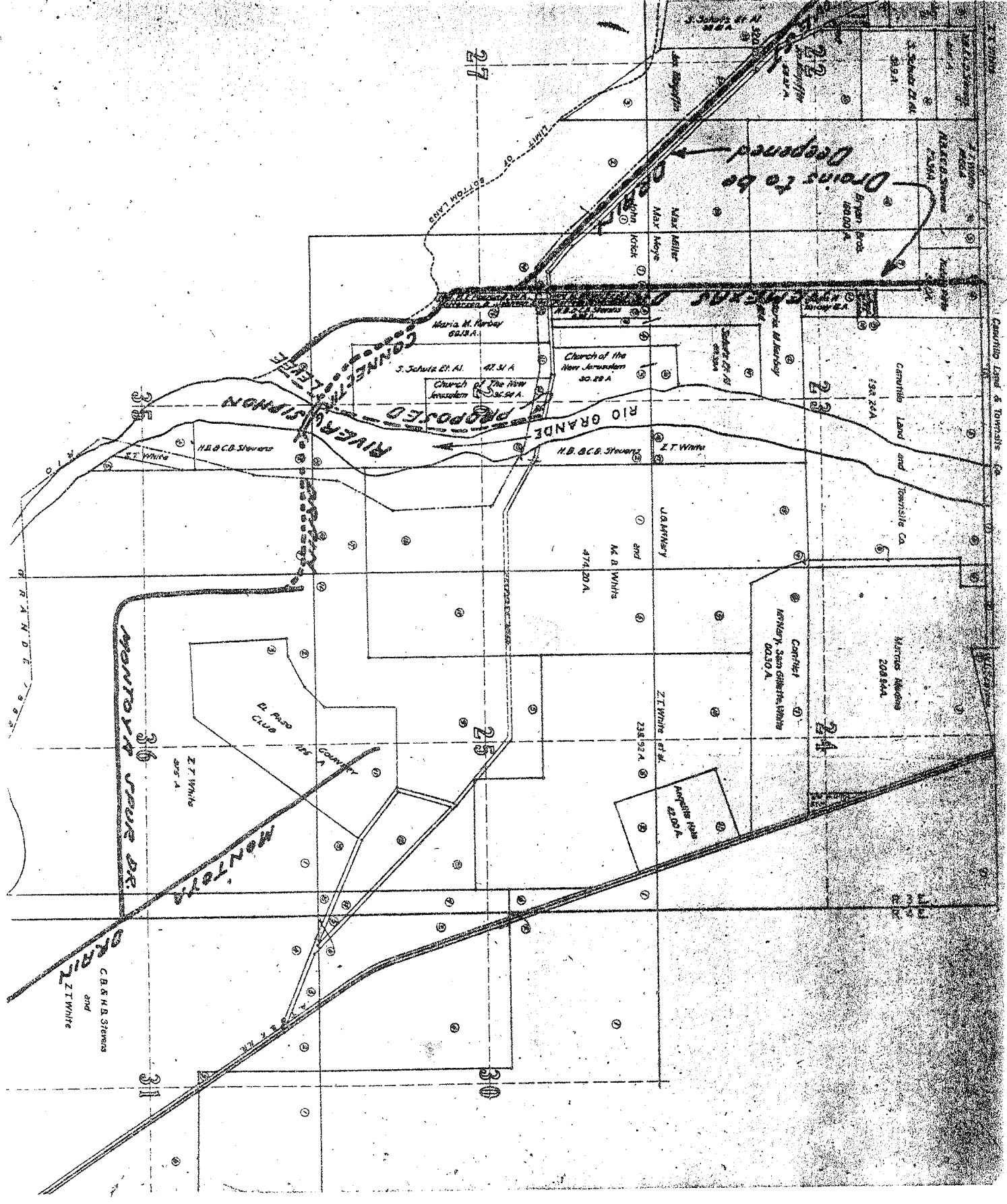
Given under my hand and seal of office, this 5th day
of November, A. D. 1927

Geo. W. Hoadley
Notary Public in and for
El Paso County, Texas

THE STATE OF TEXAS)
COUNTY OF _____) ss

Before me, _____
in and for _____ County, Texas, on this day personally appeared _____

known to me to be the person whose name _____ subscribed to the fore-
going 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 _____ day of
_____, A. D. 1927.



Drains to be Deepened

PROPOSED
RIVER SIMON
CONNECTIONS

MANTOY'S
SPUR DR.

MANTOY'S
DRAIN

C. R. H. Stevens
and
Z. T. White

Covering Land & Townships

U.S.G.

1902

STATE OF NEW MEXICO)
COUNTY OF _____) ss

On this day before me, a Notary Public, appeared _____

_____ personally known to me to be the person who executed the above and foregoing instrument and acknowledged to me that _____ he executed the same as _____ his _____ free act and deed and for the purposes and consideration herein set forth.

In witness whereof I have subscribed my name and affixed my seal this _____ day of _____, 1927.

My Commission expires: _____ 192_.

Notary Public

STATE OF NEW MEXICO)
COUNTY OF _____) ss

On this day before me, a Notary Public, appeared _____

_____ personally known to me to be the person who executed the above and foregoing instrument and acknowledged to me that _____ he executed the same as _____ his _____ free act and deed and for the purposes and consideration herein set forth.

In witness whereof I have subscribed my name and affixed my seal this _____ day of _____, 1927.

My Commission expires: _____ 192_.

Notary Public

STATE OF NEW MEXICO)
COUNTY OF _____) ss

On this day before me, a Notary Public, appeared _____

_____ personally known to me to be the person who executed the above and foregoing instrument and acknowledged to me that _____ he executed the same as _____ his _____ free act and deed and for the purposes and consideration herein set forth.

In witness whereof I have subscribed my name and affixed my seal this _____ day of _____, 1927.

My Commission expires: _____, 19_.

Notary Public.

STATE OF NEW MEXICO) ss

On this day before me, a Notary Public, appeared _____

personally known to me to be the person who executed the above and foregoing instrument and acknowledged to me that _____ he executed the same as _____ his _____ free act and deed and for the purposes and consideration herein set forth.

In witness whereof I have subscribed my name and affixed my seal this _____ day of _____, 1927.

My Commission expires: _____ 192__ . _____ Notary Public

STATE OF NEW MEXICO) ss
COUNTY OF _____)

On this day before me, a Notary Public, appeared _____

personally known to me to be the person who executed the above and foregoing instrument and acknowledged to me that _____ he executed the same as _____ his _____ free act and deed and for the purposes and consideration herein set forth.

In witness whereof I have subscribed my name and affixed my seal this _____ day of _____, 1927.

My Commission expires: _____ 192__ . _____ Notary Public

STATE OF NEW MEXICO)
COUNTY OF _____) ss

On this day before me, a Notary Public, appeared _____

personally known to me to be the person who executed the above and foregoing instrument and acknowledged to me that _____ he executed the same as _____ his _____ free act and deed and for the purposes and consideration herein set forth.

In witness whereof I have subscribed my name and affixed my seal this _____ day of _____, 1927.

My Commission expires: _____, 19__ . _____ Notary Public.

STATE OF TEXAS)
COUNTY OF EL PASO) ss

Before me,
in and for El Paso County, Texas, on this day personally appeared
wife of

known to me to be the person whose name is subscribed to the fore-
going 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 _____ acknowledged such instru-
ment 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 _____ day of
_____, A. D. 192__.

STATE OF TEXAS)
COUNTY OF EL PASO) ss

Before me,
in and for El Paso County, Texas, on this day personally appeared
wife of

known to me to be the person whose name is subscribed to the fore-
going 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 _____ acknowledged such instru-
ment to be her act and deed, and declared that she had willingly
signed the same for the purposes and consideration therein express-
ed and that she did not wish to retract it.

Given under my hand and seal of office, this _____ day of
_____, A. D. 192__.

STATE OF TEXAS)
COUNTY OF EL PASO) ss

Before me,
in and for El Paso County, Texas, on this day personally appeared
wife of

known to me to be the person whose name is subscribed to the fore-
going 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 _____ acknowledged such instru-
ment to be her act and deed, and declared that she had willingly
signed the same for the purposes and consideration therein express-
ed and that she did not wish to retract it.

Given under my hand and seal of office, this _____ day of
_____, A. D. 192__.

BY <i>Pauli Mann</i>	DATE	PROJECT	SHEET <u>1</u> OF <u>5</u>
CHKD BY	DATE	FEATURE	
DETAILS			

BLOCK	OWNER(S)	W.R.	SUS.	TOTAL ACREAGE
12-8A	TRE-POL, INC.	NO	YES	1.58
12-8B	U.S.A	NO	YES	1.79
12-7H1	COLES, O.C.	NO	YES	.03
12-7H2	EL PASO FEED YARD	NO	YES	.04
12-7H3	TRE-POL, INC.	NO	YES	2.57
12-7F	TRE-POL, INC.	NO	YES	1.64
12-7G1	TRE-POL, INC.	NO	YES	3.92
12-7G	TRE-POL, INC.	NO	YES	10.51
12-762	BAGBY LA. + CATTLE INC.	NO	YES	.34
12-7I	EL PASO FEED YARD	NO	YES	13.04
12-7E	EL PASO FEED + STOCK YARDS	NO	YES	1.24
12-7A	COLES, O.C.	NO	YES	5.01
12-7D	BAGBY LAND + CATTLE INC.	NO	YES	32.24
12-7C	J. J. S. INVESTMENT COMPANY	YES 34.91	NO	34.91
12-7B	FEINBERG REALTY COMPANY	YES 30.00	NO	30.00
12-6A	BOWDEN, CURTIS E	YES 6.14	NO	6.14
12-6B	EARP, ROBERT O	YES 6.00	NO	6.00
12-5	HARVEST MOON FARM (TOTAL SUBDIVISION LOCATED WEST + ADJACENT TO DRAIN)	NO	YES	—
12-4	J. J. S. INVESTMENT COMPANY	YES 13.68	NO	13.68
12-3	J. J. S. INVESTMENT COMPANY	YES 6.89	NO	6.89
12-2	FEINBERG REALTY COMPANY	YES 15.59	NO	15.59
12-1A	FEINBERG REALTY COMPANY	YES 6.31	NO	6.31
12-1B	VALLEY OIL, INC. + ETAL	YES 1.90	NO	1.90
6-10 -11C -12B2	JORDAN (WEST + ADJACENT) ADDITION	NO	YES	—
6-11A	RIVER VALLEY ESTATES GOODWIN, A.W.	YES .09	NO	.09
6-11B	SAPIEN, JOSE C. ETUX	YES .29	NO	.29

Incl/#6

BY	DATE	PROJECT	SHEET <u>2</u> OF <u>5</u>
CHKD BY	DATE	FEATURE	
DETAILS			

BLOCK	OWNER(S)	W. R.	SUS.	TOTAL AREAGE
6-11D	JENNINGS, SAM P.	NO	YES	.04
6-11E	JAPIEN, JOSE C.	YES .08	NO	.08
6-11F	RIVER VALLEY ESTATES	YES 10.43	NO	10.43
6-12B	GOODWIN, A.W. RIVER VALLEY ESTATES	YES .72	NO	.72
6-12B1	GOODWIN, A.W. FLORES, MAURE Jr.	YES 2.00	NO	2.00
6-12B3	JENNINGS, SAM	NO	YES	1.99
6-9	GREEN MEADOWS LAND JOINT VENTURE	YES 11.99	NO	11.99
6-8	FENBERG REALTY COMPANY	YES 16.34	NO	16.34
6-7A	MONTONA JOINT VENTURE	YES 37.38	NO	37.38
6-7B	WESTLAND EQUITIES, LTD.	YES 2.55	NO	2.55
6-29A	FENBERG REALTY COMPANY	NO	YES	3.13
6-29B	VALLEY ONION LUX. + ETAL	NO	YES	.16
6-29C	WESTLAND EQUITIES, LTD.	NO	YES	.64
6-13A	DURAN, PEORO P.	YES 1.19	NO	1.19
6-13B	NORTHRIDGE	YES 5.34	NO	5.34
6-13C	NORTHRIDGE	YES 2.13	NO	2.13
6-14A	JOHNSON, WILLIAM P. + ETAL	YES .64	NO	.64
6-14B	MAPULA, FRANK	YES 1.00	NO	1.00
6-14C	COX, CLYDE	YES .25	NO	.25
6-14C1A	ROW, HERB + ANN	YES .22	NO	.22
6-14C1B	NORTHRIDGE JOINT VENTURES	YES .05	NO	.05
6-14C2	P.A.R. Co.	YES .25	NO	.25
6-14C2A	ROW, HERB	YES .10	NO	.10
6-14C3	NORTHRIDGE JOINT VENTURE	YES .08	NO	.08
6-14C4	NORTHRIDGE JOINT VENTURE	YES .05	NO	.05
6-14D	NORTHRIDGE JOINT VENTURE	YES 1.11	NO	1.11

BY	DATE	PROJECT	SHEET 3 OF 3
CHKD BY	DATE	FEATURE	
DETAILS			

BLOCK	OWNER (S)	W. R.	SUS.	TOTAL ACREAGE
6-14E	P. A. R. Co.	YES .50	NO	.50
6-14E1	ROW, HERB, ANN	YES .20	NO	.20
6-14F	NORTHRIDGE JOINT VENTURE	YES 5.40	NO	5.40
6-14G	NORTHRIDGE JOINT VENTURE	YES 7.75	NO	7.75
6-15A	SMARTT, RICHARD A + MELISSA	YES .76	YES	.92
6-15B	REYES, SILVESTRE	YES .78	NO	.78
6-15C	ADAMS, BILL	YES 2.00	NO	2.00
6-15D	HOPPER, RAY L.	YES 1.00	NO	1.00
6-15E	BRISCOE, GRADY	NO	YES	1.00
6-15F	BRISCOE, GRADY	NO	YES	1.00
6-15G	CHURCH, SEVEN DAY, A.O.	YES .84	NO	.84
6-15H	NORTHRIDGE JOINT VENTURE	YES 1.05	NO	1.05
6-15J1	ROW, HERB	YES .52	YES	.60
6-15J2	NORTHRIDGE JOINT VENTURE	NO	YES	.13
6-15K	BRISCOE, GRADY	NO	YES	2.67
6-15L	ADAMS, BILL	YES 1.28	YES	2.20
6-15M	BRISCOE, GRADY LEE	YES 3.15	NO	3.15
6-15M1	NORTHRIDGE JOINT VENTURE	YES 4.84	NO	4.84
6-15M2	JOHNSON, WILLIAM R + ETAL	YES .62	NO	.62
6-15N	SHAW, MAGGIE L.	YES .07	YES	1.00
6-15P	JOHNSON, WILLIAM R. + ETAL	YES .12	YES	.91
6-15Q	ANDERSON, DAURICE V.	YES .60	YES	1.00
6-15Q1	MARWOOD, KAMAL A.	NO	YES	.36
6-15Q2	ANDERSON, DAURICE V.	YES .48	YES	5.87
6-15R	WEST-SIDE CHRISTIAN CHURCH	NO	YES	1.84
6-15S	ANDERSON, DAURICE V.	NO	YES	.01
6-15S1	WESTSIDE CHURCH	NO	YES	.85
6-15S2	MARWOOD, KAMAL A.	NO	YES	2.12
6-15T	JOHNSON, WILLIAM R. + ETAL	YES .02	YES	7.05
6-15U	BROWN, ROBERT D.	NO	YES	1.46

BY	DATE	PROJECT	SHEET <u>4</u> OF <u>5</u>
CHKD BY	DATE	FEATURE	
DETAILS			

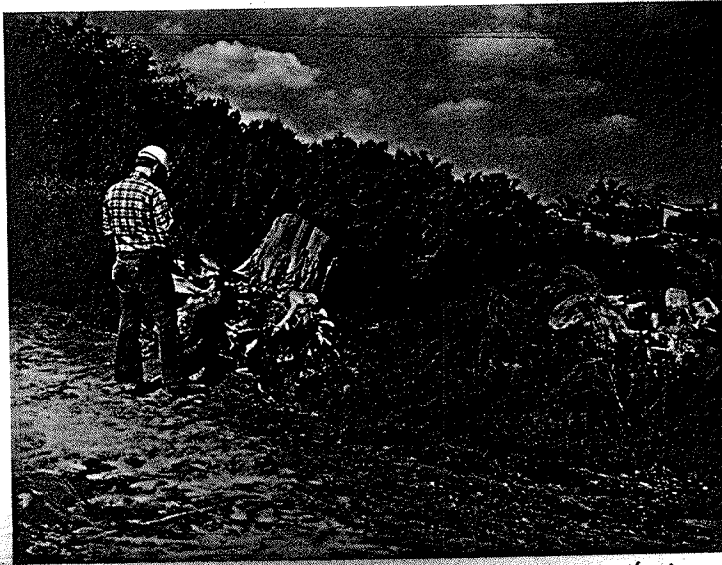
BLOCK	OWNER(S)	W.R.	SUS.	TOTAL ACREAGE
6-15 V	JOHNSON, WILLIAM R. + ETAL	NO	YES	.08
6-6A	FEINBERG REALTY Company	YES 26.60	NO	26.60
6-6B	MONTROYA INDUSTRIAL PARK	YES .13	NO	.13
6-5A	FEINBERG REALTY Company	YES 3.21	NO	3.21
6-5B	FEINBERG REALTY Company	YES 1.05	NO	1.05
6-5C	MONTROYA INDUSTRIAL PARK (JOINT VENTURE)	YES 37.26	NO	37.26
6-4	MONTROYA JOINT VENTURE	YES 47.08	NO	47.08
6-17	RIO GRANDE CORP	YES 10.38	NO	10.38
6-16A	RIO GRANDE CORP	YES 14.62	NO	14.62
6-16B	JOHNSON, WILLIAM R. + ETAL	YES .24	NO	.24
6-18A	JOHNSON, WILLIAM R. + ETAL	YES 1.38	YES	2.26
6-18B	ANDERSON, DAURICE V.	YES .08	NO	.08
6-18B1	JOHNSON, WILLIAM R. + ETAL	YES 1.90	NO	1.90
6-18B2	ANDERSON, DAURICE V.	YES 3.18	NO	3.18
6-18B3	JOHNSON, WILLIAM R. + ETAL	YES .08	YES	.33
6-18B4	WESTSIDE CHURCH	YES .16	NO	.16
6-18B5	BROWN, ROBERT D.	YES .03	NO	.03
6-18B6	WESTSIDE CHURCH	YES .15	NO	.15
6-18B7	MAHMOOD, KOMAL A.	YES .51	NO	.51
6-18C	JOHNSON, WILLIAM R. + ETAL	YES .79	NO	.79
6-18D	LEWIS, LYRA	YES 1.00	NO	1.00
6-18D1	DIAZ, PEDRO S.	YES 2.00	NO	2.00
6-18D2	BORDEN, KENNETH + WAY	YES .38	NO	.38
6-18E	BORDEN, KENNETH	YES 1.00	NO	1.00
6-18F	SELI, BOB L + MARY L	YES 2.00	NO	2.00
6-18G	ALISON, CHARLES W + FRIEDA	YES 2.00	NO	2.00
6-18H	PEPPERMINI FARMS INC	YES 2.37	NO	2.37
6-18J	LAMBERT, GIFFORD	YES 2.18	NO	2.18

BY	DATE	PROJECT	SHEET 5 OF 5
CHKD BY	DATE	FEATURE	
DETAILS			

Block	OWNER (S)	W. R.	SUS.	TOTAL ACREAGE
6-19K	LOYAL, ROBERTS	YES 2.00	NO	2.00
6-19L	MEAUX, LOUIS	YES 1.50	NO	1.50
6-19LI	BRINKLEY, CRUCE L + SHERRILL	YES .50	NO	.50
6-19M	PLEOGER, ERIC	YES 1.25	NO	1.25
6-19N	ANDERSON, MAURICE	YES .60	NO	.60
6-19P	COUNTY OF EL PASO	NO	YES	1.18
6-19A	E. PEINADO DEVELOPMENT Co.	YES 13.74	NO	13.74
6-19B	PEINADO, EMILIO	YES 4.86	NO	4.86
6-19C	E PEINADO DEVELOPMENT Co.	YES 5.00	NO	5.00
6-20A	RODRIGUEZ, JUAN	YES 1.71	NO	1.71
6-20B	RODRIGUEZ, JUAN	YES .64	NO	.64
6-7C	Floyd Hartshorn Plastering Co.	YES 2.51	NO	2.51
Totals		<u>44 3.75</u>		<u>55 2.61</u>
Irrigated Acres	241.87			

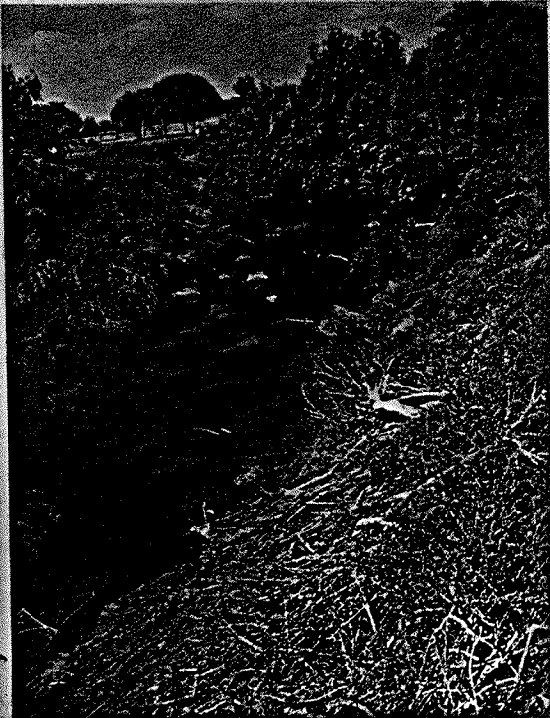
COMPUTATION SHEET

BY <i>R.S.</i>	DATE <i>10/30/78</i>	PROJECT <i>R6P</i>	SHEET <i>1</i> OF <i>8</i>
CHKD BY	DATE	FEATURE <i>Montoya Drain (Mulberry & Upstream)</i>	
DETAILS			



#1

Montoya Drain (267+12)
- Facing upstream (N.)
from intersection of
drain / Montoya Main
lateral - Extreme growth
in channel. (10/27/78)
R.S.



#2

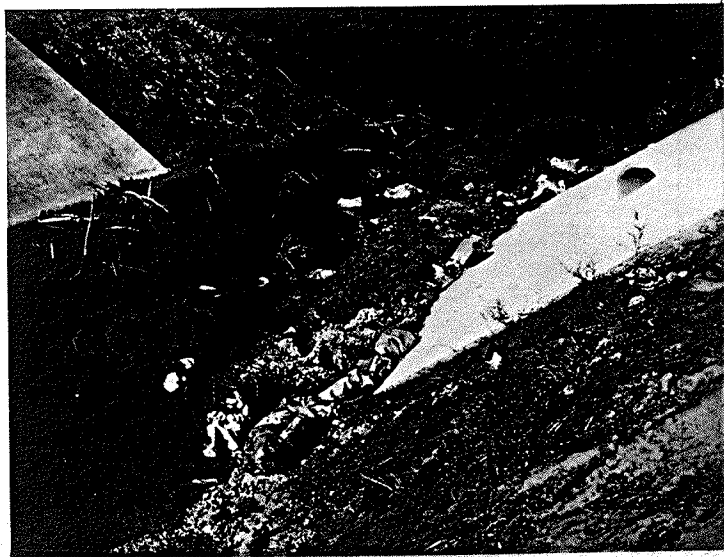
#2

Montoya Drain (267+12)
- Facing upstream (N.)
from intersection of
drain / Montoya Main
lateral - Ground
water in a depth of
apprxly. 1 1/2' flowing
slowly. (10/27/78)
R.S.

Incl #7

COMPUTATION SHEET

BY <i>R.S.</i>	DATE <i>10/30/78</i>	PROJECT <i>RGP</i>	SHEET <i>2</i> OF <i>8</i>
CHKD BY	DATE	FEATURE <i>Montoya Drain (Mulberry & Upstream)</i>	
DETAILS			



#3

Montoya Drain (279+40)
 - Facing upstream from left bank - 24" ϕ storm water discharge structure (Willow Lane S/O) - Structure approved 12/1/77 under City of El Paso blanket Lic. Bottom not concrete-lined (plans call for complete RC lining.) (10/27/78)
R.S.

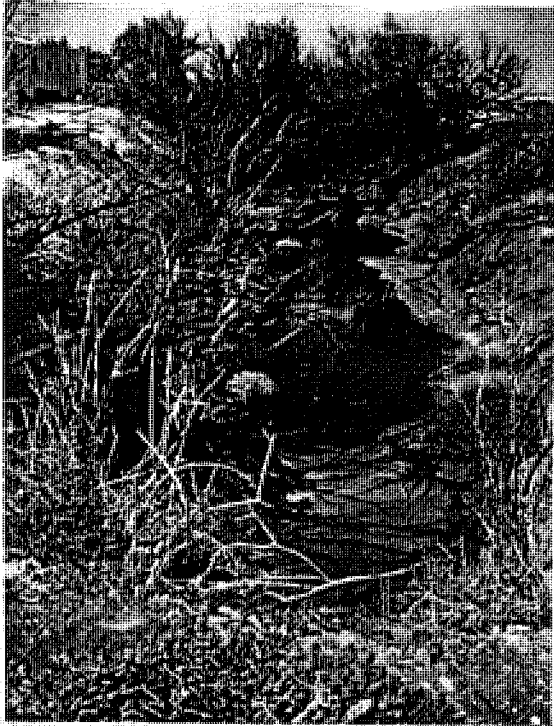


#4

Montoya Drain (279+40)
 - Facing W. into storm water discharge structure from left bank. (See comments, above) Ground water in a depth of approx 1 1/2' flowing slowly. (10/27/78)
R.S.

COMPUTATION SHEET

BY <i>R.S.</i>	DATE <i>10/30/78</i>	PROJECT <i>R6P</i>	SHEET <u>3</u> OF <u>8</u>
CHKD BY	DATE	FEATURE <i>Montoya Drain (Mulberry & Upstream)</i>	
DETAILS			



#5

Montoya Drain (283+10)
- Facing upstream (N.) from
Redd Rd. xing. Some cleaning
of drain channel could be
seen. Ground water to a
depth of approx. 1 1/2' flowing
slowly. (10/27/78)
R.S.

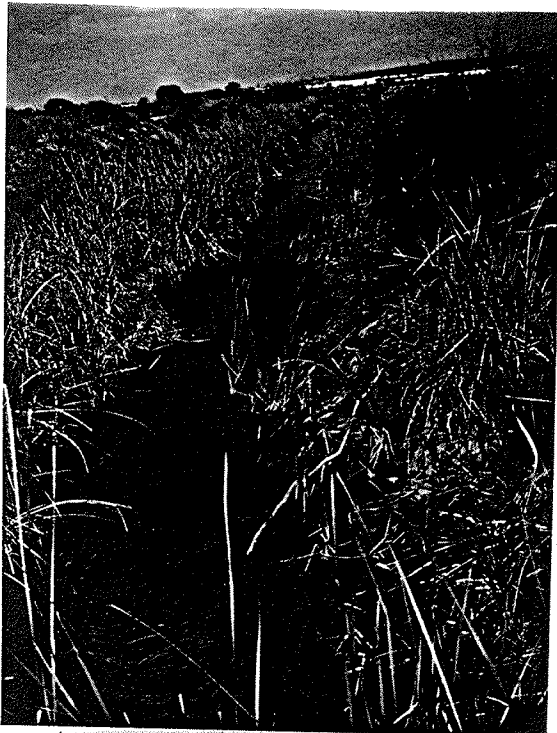


#6

Montoya Drain (283+90)
- Facing upstream (N.)
from a 25' wide culvert
xing. Ground water flowing
slowly at an approx. depth
of 1 1/2'. (Farm Rd. xing)
(10/27/78)
R.S.

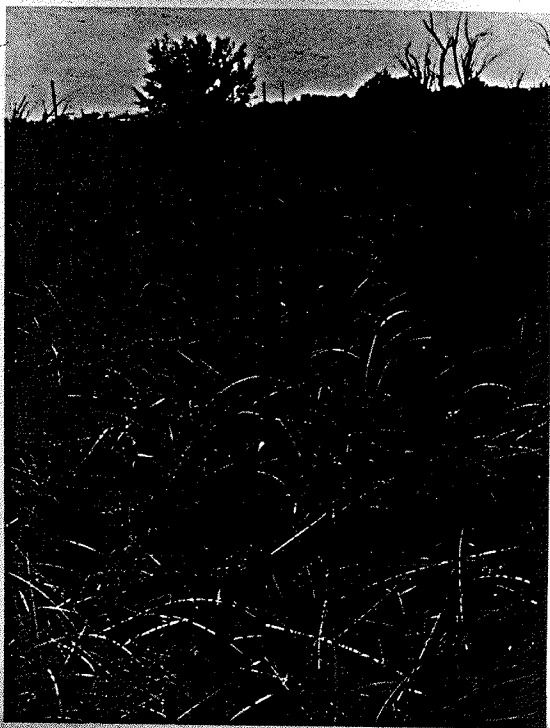
COMPUTATION SHEET

BY <i>R.S.</i>	DATE <i>10/30/78</i>	PROJECT <i>RGP</i>	SHEET <u>4</u> OF <u>8</u>
CHKD BY	DATE	FEATURE <i>Montoya Drain (Mulberry & upstream)</i>	
DETAILS			



#7

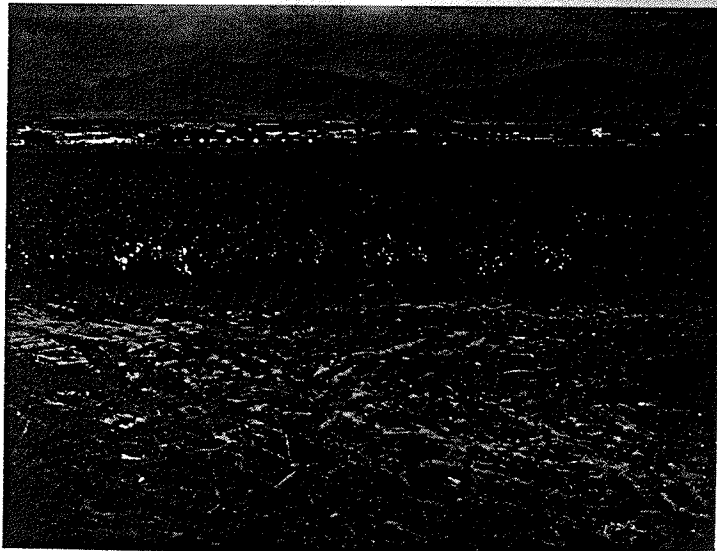
Montoya Drain (301+68)
- Facing upstream (N.) from
30" Ø CMP Flume. Ground
water flowing slowly at an
approximate depth of 2'.
(10/25/78)
R.S.



#8

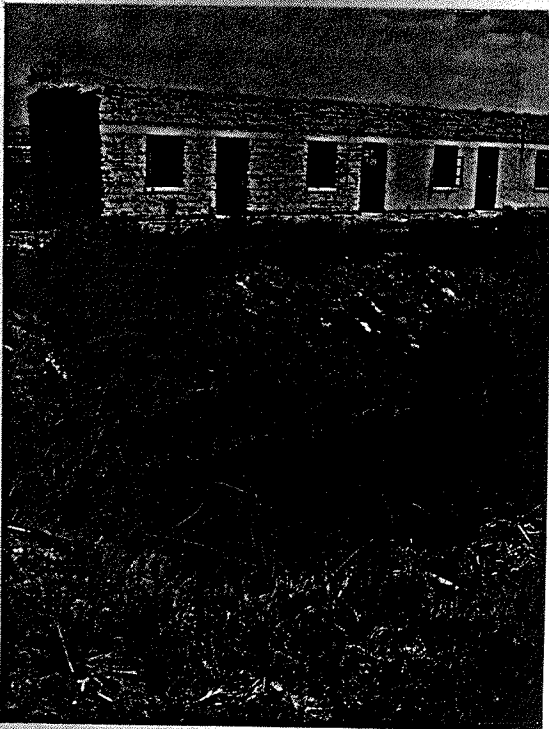
Montoya Drain (301+68)
- Facing downstream (S.) from
30" Ø CMP flume. Ground
water seen flowing slowly.
(No estimate of depth of
water).
(10/25/78)
R.S.

BY <i>R.S.</i>	DATE <i>10/30/78</i>	PROJECT <i>R6A</i>	SHEET <i>5</i> OF <i>8</i>
CHKD BY	DATE	FEATURE <i>Montoya Drain (Mulberry & Upstream)</i>	
DETAILS			



#9

Montoya Drain (301+68)
- Facing E. at cotton fields from Flume crossing drain. These fields have WR's and were irrigated during the year.
(10/29/78)
R.S.



#10

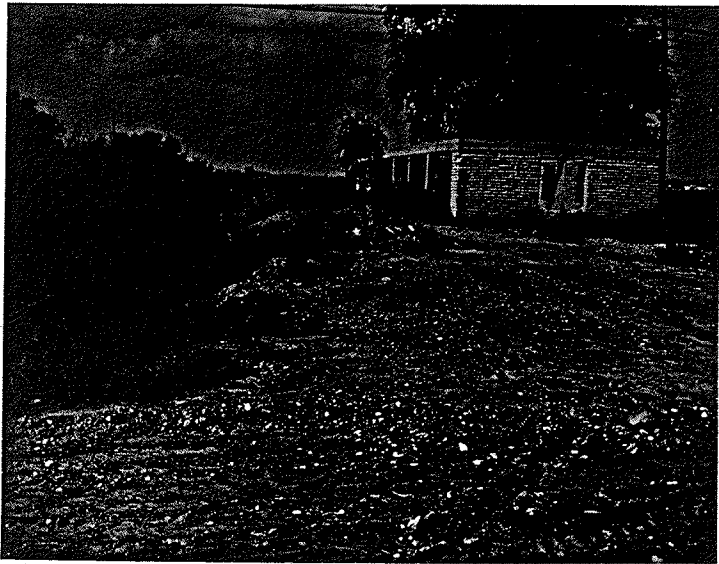
Montoya Drain (328+25)
- Facing downstream of drain from Montoya Road culvert Xing. Abandoned adobe building seen in back ground. Ground water flowing slowly at an approximate depth of 2'.
(10/29/78)
R.S.

BY <i>R.S.</i>	DATE <i>10/30/78</i>	PROJECT <i>RSP</i>	SHEET <i>6</i> OF <i>8</i>
CHKD BY	DATE	FEATURE <i>Montoya Drain (Mulberry & upstream)</i>	
DETAILS			



#11

Montoya Drain (328+25)
 - Facing upstream of drain from Montoya Road culvert
 Xing. Drain channel fairly clear of growth. Ground water flowing slowly at an approximate depth of 1 1/2'.
 (10/27/78)
 R.S.



#12

Montoya Drain (328+25)
 - Facing upstream of drain at abandoned adobe building on left bank of drain. Building approxly 10' from drain inside crown line. Building approxly 200' N. of Montoya Road.
 (10/27/78)
 R.S.

BY <i>R.S.</i>	DATE <i>10/30/78</i>	PROJECT <i>RGP</i>	SHEET <i>7</i> OF <i>8</i>
CHKD BY	DATE	FEATURE <i>Montoya Drain (Mulberry & Upstream)</i>	
DETAILS			



#13

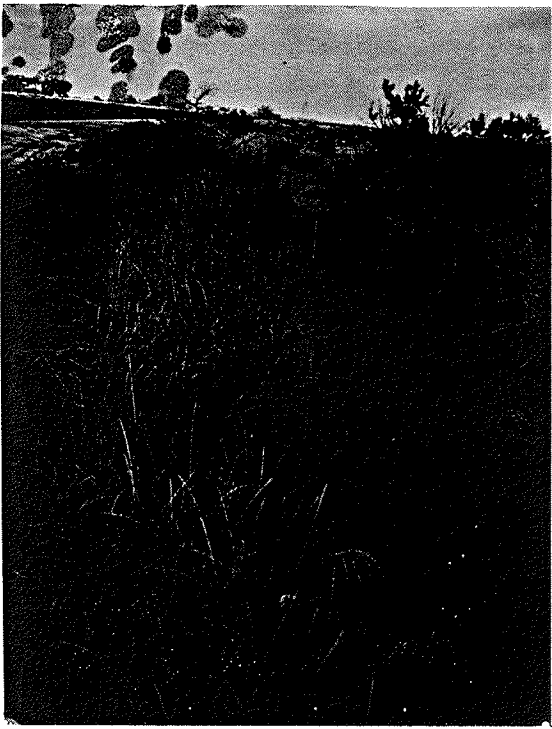
Montoya Drain (328+25)
- Facing E. at cotton fields from Montoya Road culvert xing. over Montoya Drain.
(10/27/78)
R.S.



#14

Montoya Drain (338+43)
- Facing downstream from an Armco #108 x 50' flume (irrig ditch xing). Ground water flowing slowly at an approximate depth of 1 1/2'.
(10/29/78)
R.S.

BY <i>R.S.</i>	DATE <i>10/30/78</i>	PROJECT <i>AGP</i>	SHEET <i>8</i> OF <i>8</i>
CHKD BY	DATE	FEATURE <i>Montoya Drain (Mulberry E Upstream)</i>	
DETAILS			



#15

Montoya Drain (338+43)
 - Facing upstream of drain
 from farm ditch flume.
 Ground water flowing slowly
 at an approximate depth
 of 14 1/2'.
 (10/29/78)
 R.S.



#16

Montoya Drain (338+43)
 - Facing E. across farm ditch
 flume from drain west
 bank. Cotton fields can
 be seen E. of drain.
 (10/29/78)
 R.S.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
RIO GRANDE PROJECT - NEW MEXICO-TEXAS

License Agreement Between the City of El Paso, Texas, and
the United States of America, for the discharge of Storm
Water into the Montoya Drain System

THIS AGREEMENT, made this 4 day of March, 1959,
in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388),
and acts amendatory thereof and supplementary thereto, particularly the
Reclamation Project Act of 1939 (53 Stat. 1187) between the UNITED
STATES OF AMERICA, hereinafter styled the United States, acting by and
through the officer executing this agreement, and the CITY OF EL PASO,
TEXAS, hereinafter styled the City.

WITNESSETH THAT:

WHEREAS, the expansion, development, and rapid growth of the
City of El Paso, particularly the development and construction of
resident subdivisions in the valley portion of the northern section of
the City, has created storm drainage problems, and

WHEREAS, the City desires to enlarge and improve its storm
sewer facilities by utilizing Montoya Drain System, a drainage facility
of the Rio Grande Project owned by the United States and administered
by the Bureau of Reclamation, Department of the Interior; and

WHEREAS, the use by the City of the Montoya Drainage System
for carrying storm run-off under the terms and conditions hereinafter
set out will not be incompatible with the present requirements of the
United States for operation and maintenance of irrigation and drainage
facilities of the Rio Grande Project.

NOW THEREFORE, for and in consideration of the mutual agree-
ments and covenants contained herein, the parties agree as follows:

1. Subject to the terms and conditions hereinafter set out,
the United States agrees to permit the discharge of storm waters from
urban subdivision developments adjacent to the Montoya Drain system
(including the Nemexas-Montoya connection) for a period not to exceed
fifty (50) years.

Incl. #8a

2. The City will furnish detailed plans of proposed storm drainage inlets into the Montoya Drainage system to the Project Manager of the Rio Grande Project for his approval and concurrence before such installations are permitted on the right of way of the Montoya Drain system. Such drainage inlets shall be designed and constructed so that the capacity of waters discharged from the total number of such inlets, plus Project drain waters, will not exceed the carrying capacity of the drain.

3. The primary function of the Montoya Drain system is for agricultural purposes in connection with ground water control. The cross-sectional area of the drain system for this purpose does not require the maintenance of the drain system for storm water runoff. The City shall at all times use the Montoya Drain system and the premises thereof and maintain its inlets in a manner which will avoid damage to, obstruction of, or interference with drainage and irrigation facilities or other structures of the Rio Grande Project.

4. The City will participate in the cost of cleaning the Montoya Drain system (Montoya Drain and Montoya-Nemexas connection) between the uppermost storm water inlet on each branch of the Montoya Drain system and the common outlet to the river, wherein the drain will be maintained not only for its primary purpose of ground water control but also for storm water runoff. The participation by the City in the cost of cleaning the Montoya Drain system will be in the ratio of the capacity of all of the storm water discharge inlets into the drain system to the total flow of the drain system, the total flow being the maximum flow for ground water control as determined by the Project Manager, plus the capacity of the storm water inlets into the drain system. Within forty-five (45) days after receipt of a bill, the City will pay the United States for its proportionate share of the cost of cleaning the Montoya Drain system as outlined herein. In addition, the City will maintain the storm water inlets including that segment of the drain banks in which the inlets are installed. Should washouts of the inlets occur, resulting in the deposition of a local plug in the drain system, the City will, upon request of the Project Manager, with its own equipment remove such plugs, re-establishing the cross-section existing prior to the deposition of the plug, as expeditiously as equipment can be moved to the location; for this purpose the City is licensed to operate its equipment on the banks of the Montoya Drain system.

5. The license herein granted to the City to use Montoya Drain for storm sewer purposes shall be accepted by the City and held at all times subject to the prior right of the United States to cross or permit crossing the premises of the drain with canals, laterals, water conduits, pipelines, other drains, roadways, transmission or distribution lines for telephone, telegraph and electrical or other

power or irrigation works, or works for the transmission of power which may in the future be built by the United States or its assigns for any purposes, including the right to change the location, elevation or plan of Montoya Drain without liability therefor, regardless of the effect or such action or changes on the City's use of Montoya Drain for storm water runoff purposes.

6. In the event it becomes necessary to change the alignment, grade, location or elevation of Montoya Drain, the City at its option may remove any storm runoff inlets or other facilities licensed hereunder as necessitated by such change, or otherwise conform its facilities to the change as approved by the Project Manager.

7. The City agrees to pay to the United States within thirty (30) days after receipt of a bill therefor, an amount equal to the increased cost to the United States of effecting any change of alignment, grade, location or elevation of Montoya Drain due to the presence of storm runoff inlets or other facilities constructed by the City under authority hereof.

8. The City assumes full and complete responsibility for any and all liability for injury or damage to any person or property and to hold and forever defend the United States, its employees, and its successors and assigns free from any and all claims that may arise during or in consequence of the use of the Montoya Drain system right of way for the discharge of storm runoff water from subdivisions adjacent to the drain; and will indemnify the United States, its successors and assigns in the amount of any judgment.

9. The City shall defend the United States, its successors and assigns in any action which alleges that the City's use of Montoya Drain system is unlawful in any manner, and further agrees to indemnify and hold the United States, its successors and assigns harmless from the decision in any such type of litigation.

10. The City releases the United States, its successors and assigns from any and all damages of every description or kind whatsoever to its facilities and outlets for discharge of storm water constructed on the Montoya Drain system which may result from the construction, operation, and maintenance of works of the United States.

11. The United States does not assert ownership of the total right of way occupied by the Montoya Drain system; and in accepting the benefits of the use of the drain for the discharge of storm runoff, the City recognizes and will assist in the defense of any adverse claims with respect to right of way.

12. At the present time the City has begun flood control projects on the westerly slopes of Mt. Franklin which involve the eventual construction of several retention dams, the discharge of which will be gathered in a central channel and carried to the so-called White Spur Arroyo which discharges into the Montoya Drain. The City guarantees that this flood control program will not cause to flow into the Montoya Drain, at the point where the White Spur Arroyo enters the drain, a greater volume of water than the drain can carry.

13. (a) The City may discontinue use of the Montoya Drain and terminate its liability for future obligations under this agreement at any time by giving the United States one (1) year's written notice of the effective date. All storm inlets and other installed features or improvements of the system insofar as they affect or involve the Montoya Drain must be removed and the drain banks shall be left in a neat and orderly condition before the termination of liability announced by the City is effective.

(b) The United States may terminate its responsibility under the obligation features of this agreement by notifying the City one (1) year in advance of the effective date that the Montoya Drain is no longer intended to be used as a drain by the United States. From and after the effective date of such notice the City may continue its use of the drain only by accepting responsibility for all loss or damage expense which may occur under any covenants of this agreement and by agreeing to assume all expenses of operation and maintenance of the Montoya Drain.

(c) The United States may terminate use of the Montoya Drain by the City under the terms of this license agreement at any time the City shall fail or refuse to comply with any covenant hereof. Provided, however, that termination notice shall not be given unless and until the United States has notified the City in writing of the violation complained of and the City has had a reasonable time within which to comply. The United States may also terminate the City's privileges under this agreement at any time upon one (1) year's written notice to the City based upon an administrative decision to abandon the drain and to utilize its area for purposes inconsistent with the continued use as a drain system.

(d) Nothing herein shall be construed as relieving the City from any liability or obligations accruing under this agreement prior to the effective date of any termination under the conditions of this article.

14. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

15. In connection with the performance of work under this license, the City agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision 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 City agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Project Manager setting forth the provisions of the non-discrimination clause. The City further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

16. The City warrants that no person or agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the City for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this license without liability or in its discretion to require the City to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

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

IN WITNESS WHEREOF, the parties hereto have caused this license to be executed the day and year first above written.

THE UNITED STATES OF AMERICA

By /s/ W. F. Resch
Project Manager
Rio Grande Project
Bureau of Reclamation

CITY OF EL PASO, TEXAS

By /s/ Raymond L. Telles, Jr.
Mayor

SEAL

ATTEST: °

/s/ J. M. Herrera
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a license agreement with the United States providing for the use by the City of the Montoya Drain system for a period of fifty years.

ADOPTED this 15th day of January 1959.

/s/ Raymond L. Telles, Jr.
Mayor

SEAL:

ATTEST:

/s/ J. M. Herrera
City Clerk

EXCERPTS FROM THE MINUTES OF A REGULAR MEETING OF THE
BOARD OF DIRECTORS, EL PASO COUNTY WATER IMPROVEMENT
DISTRICT NO. 1, HELD FEBRUARY 2, 1959.

A letter from Mr. W. F. Resch, Project Manager, dated January 16, 1959, transmitting copy of a proposed license agreement between the City of El Paso, Texas and the United States for Discharge of storm water into the Montoya Drain system was then presented to the Board for consideration.

After thorough discussion and analysis of the terms of the license by the Board, it was moved by Mr. Ivey, seconded by Mr. Briggs that the license be approved and two copies of this action be certified to the Bureau of Reclamation. Motion carried unanimously.

I, Mona M. Orr, do hereby certify that the above is a true copy of certain excerpts of the minutes of the meeting of the Board of Directors of El Paso County Water Improvement District #1, held February 2, 1959.

/s/Mona M. Orr
Mona M. Orr, Assistant Secretary
El Paso County Water Improvement
District #1

RESOLUTION

BE IT RESOLVED, that the Elephant Butte Irrigation District of New Mexico concurs in and approves a license agreement between the City of El Paso, Texas and the United States of America for the discharge of storm water into the Montoya Drain System, in the form submitted with letter of December 5, 1958 by the Project, Manager, Rio Grande Project, New Mexico-Texas, Bureau of Reclamation, United States Department of the Interior, and further referred to in letter from said Project Manager of January 16, 1959.

Dated at Las Cruces, New Mexico this 29th day of January, 1959.

ELEPHANT BUTTE IRRIGATION DISTRICT
OF NEW MEXICO

By /s/ W. H. Gary
Its President

SEAL

ATTEST:

/s/ W. G. Smith, Vice Pres.
For Secretary

CERTIFICATE

I, the undersigned, Secretary of Elephant Butte Irrigation District of New Mexico, a duly organized and existing irrigation district cooperating with the United States under Federal Reclamation Laws under the Laws of the State of New Mexico, do hereby certify that the foregoing Resolution was regularly adopted at a properly constituted meeting of the Board of Directors of said District held at its office in the City of Las Cruces, State of New Mexico, on January 29, 1959.

/s/ W. G. Smith, V. Pres.
For Secretary

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
RIO GRANDE PROJECT - NEW MEXICO-TEXAS

Amendatory and Supplemental License Agreement Between
the City of El Paso, Texas, and the United States of
America, for the Discharge of Storm Water into the
Montoya Drain System

THIS AGREEMENT, made this 27th day of October, 1959,
amendatory and supplemental to Agreement dated March 4, 1959, in pur-
suance of the Act of Congress of June 17, 1902 (32 Stat. 388), and
acts amendatory thereof and supplementary thereto, particularly the
Reclamation Project Act of 1939 (53 Stat. 1187) between the UNITED
STATES OF AMERICA, hereinafter styled the United States, acting by
and through the officer executing this agreement, and the CITY OF
EL PASO, TEXAS, hereinafter styled the City.

WITNESSETH THAT:

WHEREAS, under date of March 4, 1959, the United States and
the City entered into an agreement wherein the City is licensed to dis-
charge storm waters from urban subdivision developments adjacent to
the Montoya Drain System (including the Nemexas-Montoya connection);
and

WHEREAS, in the referred-to agreement, the City guaranteed
a flood control program, under construction on the slopes of Mount
Franklin, would not cause to flow into the Montoya Drain from the
White Spur Arroyo a greater volume of water than the drain can carry;
and

WHEREAS, the City now desires to discharge storm runoff water,
in an amount not to exceed thirty (30) cubic feet per second, into the
Montoya Drain at Montoya Drain Station approximately 277+86 from
a channel adjacent to the north property line of Tract 2A, Block 6,
Upper Valley, El Paso County Surveys; and

WHEREAS, the thirty (30) cubic feet per second to be dis-
charged into the Montoya Drain at Montoya Drain Station approximately
277+86 is water that was originally intended to be discharged to
the Montoya Drain from the White Spur Arroyo; and

WHEREAS, the new point of discharge at Montoya Drain Station
approximately 277+86 will necessitate the use by the City of an
additional segment of the Montoya Drain.

NOW THEREFORE, the following changes are made in the Agree-
ment dated March 4, 1959; and in consideration of the mutual agreements
and covenants contained herein, the parties agree as follows:

Incl. # 8 b

1. Article 1 is changed to read as follows:

"1. Subject to the terms and conditions hereinafter set out, the United States agrees to permit, for a period not to exceed fifty (50) years, the discharge of storm waters from urban subdivision developments adjacent to the Montoya Drain System (including the Nemexas-Montoya connection), and from a channel discharging into the Montoya Drain at Montoya Drain Station approximately 277+86, a volume not to exceed thirty (30) cubic feet per second."

2. Article 2 is changed to read as follows:

"2. The City will furnish detailed plans of proposed storm drainage inlets into the Montoya Drain System to the Project Manager of the Rio Grande Project, for his approval and concurrence, before such installations are permitted on the right of way of the Montoya Drain System. Such storm drainage inlets shall be designed and constructed so that the capacity of water discharged from the total number of such storm water inlets, plus Project drain waters, will not exceed the maximum capacity of the drain. The City will replace and enlarge at its expense any or all existing culverts in the Montoya Drain upon the determination of the Project Manager of the Rio Grande Project of the necessity thereof; plans and designs for replacement or enlargement must be approved by the Project Manager in advance of work accomplishment. In those cases where the culvert structure may be under the control of the Texas Highway Department, or the County of El Paso, the City will arrange, with the Texas Highway Department, or the County of El Paso, for the enlargement and replacement."

3. Article 3 is changed to read as follows:

"3. The primary function of the Montoya Drain System is for agricultural purposes in connection with ground water control. The cross-sectional area of the drain system for this purpose does not require the maintenance of the drain system for storm water runoff. The City shall at all times use the Montoya Drain System and the premises thereof and maintain its storm water inlets in a manner which will avoid damage to, obstruction of, or interference with drainage and irrigation facilities or other structures of the Rio Grande Project."

4. Article 4 is changed to read as follows:

"4. The City will assume the responsibility of maintenance for the Montoya Drain System (Montoya Drain and Montoya-Nemexas connection) in its entirety, except that this responsibility for the Montoya-Nemexas connection will not be assumed

by the City until such time as storm water inlets are constructed for the discharge of storm water runoff from urban subdivisions into the Montoya-Nemexas connection. The responsibility of maintenance by the City will be for sedimentation and grade control, removal and control of weeds, brush, trees and other vegetation, insect and pest control, and maintenance of drain banks. Should any bank washins occur, resulting in the deposition of a local plug in the drain system, or any of the culverts become plugged with brush, debris or silt, the City will, with its own equipment, remove as expeditiously as possible such plugs, or clean the culverts, re-establishing the cross-section (or opening of the culverts) existing prior to the deposition of the plug, or stoppage of the culverts. For the maintenance responsibility herein assumed, the City is licensed to operate its equipment on the right of way and banks of the Montoya Drain System. Upon written notice given to the City by the Project Manager of the Rio Grande Project as to the need for any maintenance activity as heretofore described in this article, the City will as expeditiously as possible undertake to complete the maintenance to the satisfaction of the Project Manager of the Rio Grande Project. The City recognizes that the Montoya Drain System at the present time should be cleaned for silt and grade control, and removal of weeds, brush, trees and other vegetation, and will undertake such maintenance prior to the construction of the inlet to the Montoya Drain at Montoya Drain Station approximately 277+86."

5. Article 7 is changed to read as follows:

"7. In the event the City does not maintain the Montoya Drain in accordance with revised Article 4 as rewritten in Article 4 of this supplemental and amendatory agreement, the United States may, at its election, perform the maintenance requirement deemed necessary by the Project Manager of the Rio Grande Project. The City agrees to pay the cost of such maintenance by the United States within forty-five (45) days of receipt of a bill from the Project Manager of the Rio Grande Project. The City also agrees to pay to the United States within thirty (30) days after receipt of a bill therefor, an amount equal to the increased cost to the United States of effecting any change of alignment, grade, location or elevation of Montoya Drain due to the presence of storm runoff inlets or other facilities constructed by the City under authority hereof.

6. Article 8 is changed to read as follows:

"8. The City assumes full and complete responsibility for any and all liability for injury or damage to any person or property and to hold and forever defend the United States,

its employees, and its successors and assigns free from any and all claims that may arise during or in consequence of the use of the Montoya Drain System right of way for the discharge of storm runoff water from subdivisions adjacent to the drain, and from the storm water inlet at Montoya Drain Station approximately 277+86; and will indemnify the United States, its successors and assigns in the amount of any judgment."

7. Article 12 is changed to read as follows:

"12. At the present time, the City has begun flood control projects on the westerly slopes of Mount Franklin which involve the eventual construction of several flow detention regulating dams, the discharge of which will be gathered in a central channel and carried to the so-called White Spur Arroyo which discharges into the Montoya Drain. The City guarantees that this flood control program will not cause to flow into the Montoya Drain, at the point where White Spur Arroyo enters the drain, a greater volume of water than the drain can carry, recognizing that where the White Spur Arroyo enters the Montoya Drain the drain will be carrying Project agricultural drain and waste waters and storm waters from urban subdivisions adjacent to the drain and from the storm water inlet at Montoya Drain Station approximately 277+86."

8. All other Articles of the March 4, 1959 Agreement remain in effect as written.

IN WITNESS WHEREOF, the parties hereto have caused this amendatory and supplemental license to be executed the day and year first above written.

THE UNITED STATES OF AMERICA

By /s/ W. F. Resch
W. F. Resch, Project Manager
Bureau of Reclamation
211 U. S. Court House, El Paso, Texas

CITY OF EL PASO, TEXAS

SEAL

ATTEST:

/s J. M. Herrera
City Clerk

By /s/ Raymond L. Telles, Jr.
Mayor

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign an amendatory and supplementary license agreement with the United States for the discharge of storm water into the Montoya Drain system.

ADOPTED this 8th day of October, 1959.

/s/ Raymond L. Telles, Jr.
Mayor

ATTEST:

/s/ J.M. Herrera
City Clerk

(SEAL)

ELEPHANT BUTTE IRRIGATION DISTRICT
OF NEW MEXICO

Las Cruces, New Mexico

July 30, 1959

Mr. W. F. Resch, Project Manager
Bureau of Reclamation
U. S. Courthouse
El Paso, Texas

Dear Mr. Resch:

The following action was taken by the Board of Directors
of this District on July 22, 1959:

A proposed amendatory and supplemental license
agreement between the City of El Paso and the
United States for the discharge of storm water
into the Montoya Drain system was presented to
the Board for consideration, along with a
recommendation from the Bureau of Reclamation,
dated June 22, 1959, that the license be
approved. Upon completion of the explanation
and discussion, it was moved by Harris, seconded
by Black, and unanimously carried, that the
license be approved.

Very truly yours,

/s/ John L. Gregg
Treasurer-Manager

I certify that the above is a true and correct excerpt
from the minutes of a meeting of the Board of Directors
of the Elephant Butte Irrigation District held on July 22,
1959.

/s/ J. B. Harris

/t/ J. B. Harris, Secretary

EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1

704 El Paso National Building
El Paso, Texas

August 10, 1959

Mr. W. F. Resch, Project Manager
United States Bureau of Reclamation
Room 211, United States Court House
El Paso, Texas

Dear Mr. Resch:

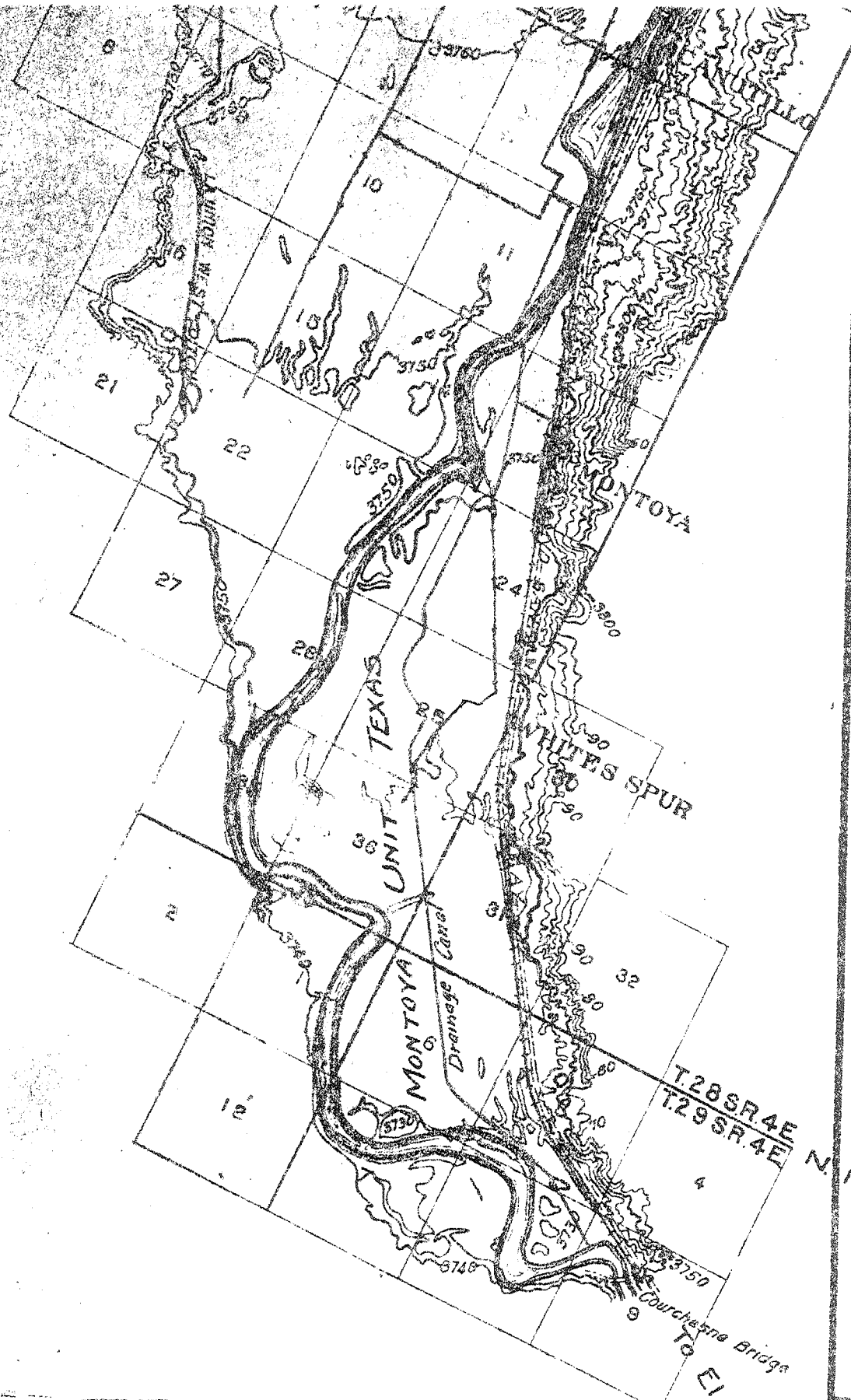
With reference to your letters of June 22 and July 9, 1959, pertaining to the "Amendatory and Supplemental License Agreement between the City of El Paso, Texas and the United States of America, for the discharge of storm water into the Montoya Drain System" (Contract No. 14-06-503-745, Amendment No. 1), this is to advise you that at a regular meeting of the Board of Directors held in the District office on August 3, 1959, the above referred to, Amendatory and Supplemental License Agreement was approved.

Sincerely yours,

/s/ N. B. Phillips

N. B. Phillips

NBP:LW



Scale 1"=1 Mile
 Los Cruces Dec. 8-1913.
 L.M. Lawson, Project Engr.
 N. M. P. M.

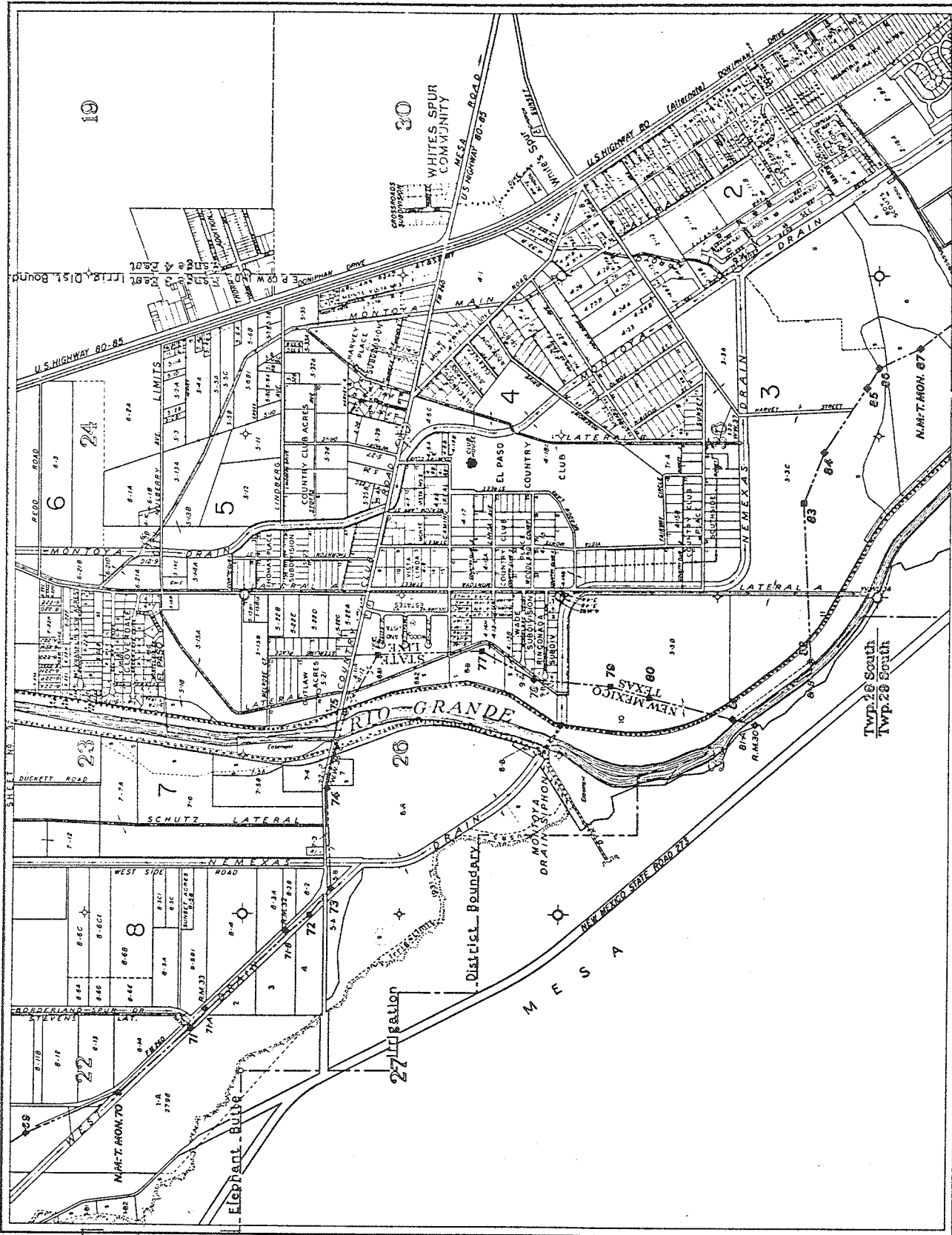
MONTOKA UNIT.

El Paso County Water Improvement District No. 1

RIO GRANDE PROJECT, N. M. TEXAS.

El Paso Texas, Feb. 19th 1918.

El Paso, Texas 4 Miles



MESILLA VALLEY
SHEET NO 33
COUNTRY CLUB

BUREAU OF RECLAMATION RIO GRANDE PROJECT
IRRIGABLE AREA AND PROPERTY MAP
ELEPHANT BUTTE ARRIVON DISTRICT AND
EL PASO COUNTY WATER IMPROVEMENT DISTRICT (R)

EXPLANATION	AUTHORITIES	SCALE	PROPERTY NUMBERS
Canals	Completed from Official Record of the Bureau of Reclamation	1" = 200'	Tract No. followed by the sheet No. (e.g., 1-100)
Suspended Areas	Completed from Official Record of the Bureau of Reclamation	1" = 200'	Tract No. followed by the sheet No. (e.g., 1-100)
Added Areas	Completed from Official Record of the Bureau of Reclamation	1" = 200'	Tract No. followed by the sheet No. (e.g., 1-100)
Roads	Completed from Official Record of the Bureau of Reclamation	1" = 200'	Tract No. followed by the sheet No. (e.g., 1-100)
High Land	Completed from Official Record of the Bureau of Reclamation	1" = 200'	Tract No. followed by the sheet No. (e.g., 1-100)
Valley Land	Completed from Official Record of the Bureau of Reclamation	1" = 200'	Tract No. followed by the sheet No. (e.g., 1-100)
Sand	Completed from Official Record of the Bureau of Reclamation	1" = 200'	Tract No. followed by the sheet No. (e.g., 1-100)

REVISIONS: 1-1931, 2-1932, 3-1933, 4-1934, 5-1935, 6-1936, 7-1937, 8-1938, 9-1939, 10-1940, 11-1941, 12-1942, 13-1943, 14-1944, 15-1945, 16-1946, 17-1947, 18-1948, 19-1949, 20-1950, 21-1951, 22-1952, 23-1953, 24-1954, 25-1955, 26-1956, 27-1957, 28-1958, 29-1959, 30-1960, 31-1961, 32-1962, 33-1963, 34-1964, 35-1965, 36-1966, 37-1967, 38-1968, 39-1969, 40-1970, 41-1971, 42-1972, 43-1973, 44-1974, 45-1975, 46-1976, 47-1977, 48-1978, 49-1979, 50-1980, 51-1981, 52-1982, 53-1983, 54-1984, 55-1985, 56-1986, 57-1987, 58-1988, 59-1989, 60-1990, 61-1991, 62-1992, 63-1993, 64-1994, 65-1995, 66-1996, 67-1997, 68-1998, 69-1999, 70-2000, 71-2001, 72-2002, 73-2003, 74-2004, 75-2005, 76-2006, 77-2007, 78-2008, 79-2009, 80-2010, 81-2011, 82-2012, 83-2013, 84-2014, 85-2015, 86-2016, 87-2017, 88-2018, 89-2019, 90-2020, 91-2021, 92-2022, 93-2023, 94-2024, 95-2025, 96-2026, 97-2027, 98-2028, 99-2029, 100-2030

W. J. ...

J. ...

...

C. ...

Carroll's ...

Geo. ...

W. M. Kirby

re ...

Chas ...

Mr. Paul Thomas
W. J. ...

Mr. Bob ...
I think you may
sign for the Club but should
"vice pres acting in absence of
president" after name.
be in form for office of your
nature. Office of ...

[Signature]