

780

BRANDES, ERICH, et. ux., Anna Grace

RIGHT OF WAY

141 MONTOLA LATERAL "D"

66 ~~11~~ 003-00~~11~~-000~~11~~-00

1962 MID GRANDE

78



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

REGIONAL OFFICE, REGION 5  
P. O. BOX 1609  
AMARILLO, TEXAS

IN REPLY  
REFER TO: 5-420

380 -  
APR 8 1962

EL PASO, TEXAS	
Route to:	Initials
Manager	<input checked="" type="checkbox"/>
Asst. Mgr.	<input type="checkbox"/>
Adm. Asst.	<input type="checkbox"/>
Power	<input type="checkbox"/>
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OW. Engr.	<input checked="" type="checkbox"/>
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Finance	<input type="checkbox"/>
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Law Office	<input type="checkbox"/>
Other	<input type="checkbox"/>

APR 5 1962

To: Project Manager, El Paso, Texas

From: <sup>TOP</sup> Regional Director

Subject: Contract and Grant of Right-of-Way Easement, Erich Brandes, L. T. Stock and S. Leslie Hays - Rio Grande Project, Texas

As requested in your letter received March 28, 1962, we have had a review of the easements as to form and legal sufficiency by the Field Solicitor. The Field Solicitor states as follows:

"Based upon our examination of the material described above, we are of the opinion that there has been a sufficient showing that title to each of these tracts is vested in the respective grantors to fulfill the requirement set forth in Reclamation Instructions 213.3.19."

The Field Solicitor, however, does call to our attention the easement obtained from S. Leslie Hays and Helen Louise Hays, covering certain lands in the E $\frac{1}{2}$  of section 26, T. 28 S., R. 3 E., Dona Ana County, New Mexico, showing execution by "Helen Louise Days." The Field Solicitor feels that the original instrument should be checked to ascertain whether the grantor actually signed her name in this way. If Mrs. Hays did sign her name as Days, then a correction should be made and the Field Solicitor's office notified.

cc:  
Field Solicitor, Amarillo, Texas

380. -

OFFICIAL FILE COPY

Date	Surname	Code
3/27	WFA	
	JRM	

March 27, 1962

Mr. Erich Brandes  
801 Country Club Road  
El Paso, Texas

Dear Mr. Brandes:

Enclosed for your files is the Duplicate Original of a  
Contract and Grant of Right-of-Way Easement dated January  
31, 1962 which has been executed on behalf of the United  
States and recorded.

Sincerely yours,

W. F. Resch  
Project Manager

Enclosure

380.-

OFFICIAL FILE COPY

Date	Surname	Code
3/27	WJF	

3-27-1962

**To:** Regional Director  
Attention: 5-420 and 5-150

**From:** Project Manager

**Subject:** Contract and Grant of Right-of-Way Easements with  
Erich Brandes, L. T. Stock, and S. Leslie Hays -  
Rio Grande Project

Enclosed are two conformed copies of four separate easements required for the relocation of a portion of the Montoya Lateral "D", an irrigation facility of the Rio Grande Project.

The easements have been executed and recorded.

The United States has no record title to the right-of-way occupied by the abandoned portion of the lateral. This abandoned right-of-way will revert to the grantors.

Also enclosed are two copies of a Certificate of Inspection and Possession and Certificate of Title for each easement.

Please review the Easements as to form and legal sufficiency. I request that no further assurance of title than that set forth in the Certificate of Title be required since these are donation easements.

W. F. Resch

In duplicate

Enclosures



## CERTIFICATE OF INSPECTION AND POSSESSION

I, Luther Mc Analty, chief,  
 Las Cruces Irrigation Field Branch, Rio Grande Project, Bureau  
 of Reclamation, Department of the Interior, hereby certify that  
 on the 16th day of Feb., 1962, I made a per-  
 sonal examination and inspection of that certain tract or parcel of  
 land situated in the County of El Paso, State of Texas  
, and particularly described in SCHEDULE A hereof  
 and containing 0.45 acres, more or less, proposed to be  
 acquired by the United States of America in connection with the  
relocation of the Montoya Lateral "D", a facility of the  
 Rio Grande Project, from Erich Brandes and Anna Grace Brandes, his wife.

1. That I am fully informed as to the boundaries, lines and corners of said tract; that I found no evidence of any work or labor having been performed or any materials having been furnished in connection with the making of any repairs or improvements on said land; and that I made a careful inquiry of the above-named vendors, and of the occupants of said land, and ascertained that nothing had been done on or about said premises within the past 36 months that would entitle any person to a lien upon said premises for work or labor performed or materials furnished.

2. That I also made inquiry of the above-named vendors, and of all occupants of said land, as to their rights of possession and the rights of possession of any person or persons known to them and neither found any evidence nor obtained any information showing or tending to show that any person had any rights of possession or other interest in said premises adverse to the rights of the above-named vendors or of the United States of America.

3. That I was informed by the above-named vendors, and by all other occupants, that to the best of their knowledge and belief there is no outstanding unrecorded deed, mortgage, lease, contract, or other instrument adversely affecting the title to said premises.

4. That to the best of my knowledge and belief after actual and diligent inquiry and physical inspection of said premises there is no evidence whatever of any vested or accrued water rights for mining, agricultural, manufacturing or other

purposes, nor any ditches or canals constructed by or being used thereon under the authority of the United States, except the Montoya Lateral "D", an irrigation facility, owned, operated and maintained by the United States, nor any exploration or operations whatever for the development of coal, oil, gas, or other minerals on said lands; and that there are no possessory rights now in existence owned or being actively exercised by any third party under any reservation contained in any patent or patents heretofore issued by the United States for said land.

5. That to the best of my knowledge and belief, based upon actual and diligent inquiry made, there is no outstanding right whatsoever in any person to the possession of said premises nor any outstanding right, title, interest, lien or estate, existing or being asserted in or to said premises except such as are disclosed and evidenced by the public records.

6. That the premises are wholly unoccupied and vacant except for the occupancy of the United States of America.

Luther M. Cunniff

Dated this 16th day  
of Feb., 1967

ACKNOWLEDGMENT

STATE OF TEXAS    )  
                          )  
COUNTY OF EL PASO)

Before me, Charles W. Hetrick, a Notary Public, in and for El Paso County, State of Texas, on this day personally appeared W. F. Resch, Project Manager, Rio Grande Project, Bureau of Reclamation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same as the act of the United States of America for the purposes and consideration therein expressed.

Given under my hand and seal of office this 1  
day of February, 1962.

Charles W. Hetrick  
Charles W. Hetrick

My commission expires 6-1-63



ACKNOWLEDGMENT

STATE OF TEXAS )  
 )  
COUNTY OF EL PASO)

Before me, ELLIS O. MAYFIELD, a Notary Public, in and for El Paso County, State of Texas, on this day personally appeared Erich Brandes, 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 and as his free act and deed.

Given under my hand and seal of office this 31<sup>st</sup> day of JAN. 1962.



Ellis O. Mayfield

My commission expires 6-1-63

STATE OF TEXAS )  
 )  
COUNTY OF EL PASO)

Before me, ELLIS O. MAYFIELD, a Notary Public, in and for El Paso County, State of Texas, on this day personally appeared Anna Grace Brandes, wife of Erich Brandes, 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 been fully explained to her, she, the said Anna Grace Brandes, acknowledged such instrument to be her free 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 this 31 day of JAN. 1962.



Ellis O. Mayfield

My commission expires 6-1-63

ORIGINAL

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55215

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

CONTRACT AND GRANT OF RIGHT-OF-WAY EASEMENT

THIS CONTRACT, made this 31 day of Jan., 1962, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, including particularly the Reclamation Project Act of 1939 (53 Stat. 1187), between THE UNITED STATES OF AMERICA, and its assigns, hereinafter styled the United States, represented by the officer executing this contract, and ERICH BRANDES and ANNA GRACE BRANDES, his wife, their heirs, successors, and assigns, hereinafter styled the Grantor.

WITNESSETH THAT:

2. For and in consideration of the sum of one dollar (\$1.00) receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the United States, and its assigns, an exclusive right, privilege, and easement to construct, replace, operate and maintain ditches, canals, laterals, drains, aqueducts, water conduits, fences, bridges, roads, telephone and telegraph lines and any other structures or facilities the United States may deem necessary or desirable for the construction, operation, and maintenance of the Rio Grande Project, and the exclusive right, privilege, and easement to remove from or place on earth and rock, with the right of ingress and egress for the purpose of carrying out the easement granted, in and upon that certain tract or parcel of land situate, lying and being in Tract 16, and 17 of Outlaw Acres Subdivision in Tract 21, Block 5, Upper Valley, El Paso County, State of Texas, Survey of said land being approved by the Commissioners Court of the County of El Paso on December 12, 1932, and being more particularly described in Schedule A hereof.

3. Any portion of the above described tract of land not fenced by the United States may be used by the Grantor at his own risk, for any purpose which will not in the opinion of the Project Manager, Rio Grande Project, interfere with the easement herein granted to the United States, and in connection with any use by the Grantor, he agrees to hold the United States harmless from all liability for damage and claims therefor, arising directly or indirectly from such use, and will reimburse the United States for any damages resulting from its use thereof to structures of the United States located on said right-of-way. The Grantor does hereby agree and covenant that no portion of this easement will be occupied by farm water conveyance ditches or laterals that are constructed by the Grantor or his assigns.



4. This grant of easement is subject to existing rights or easements, if any, in the above described land for railroads, pipe lines, power lines, telephone and telegraph lines, roads, highways, ditches or canals, and any existing reservation of mineral rights, and the following listed leases:

None

5. This grant of easement is also subject to the following described mortgages, deeds of trust, or other liens and encumbrances and no others:

None

6. The Grantor does hereby covenant that at the delivery of this easement, he is lawfully seized, in his own right, of an absolute and indefeasible inheritance, in fee simple, of and in all and singular the tract of land covered by this easement, free and clear of encumbrances or liens except as listed herein, and will warrant and forever defend the same unto the United States against said Grantor, and all and every person or persons whomsoever lawfully claiming or to claim the same.

7. It is expressly stipulated that upon permanent abandonment of this easement, as evidenced by written notice to that effect from the Secretary of the Interior to the occupant, the right, privilege, and easement granted herein shall terminate and the interest of the United States hereunder shall revert to the Grantor.

8. The United States will abandon that portion of the existing Montoya Lateral "D" made unnecessary by the realignment upon completion of construction of the relocated Montoya Lateral "D" through the parcel of land shown on Drawing No. 23-503-6496 attached hereto and more particularly described in Schedule A hereof. The said abandonment shall not be effected until the United States has satisfied itself that the Grantor herein has a good and marketable title to the lands of the relocated right-of-way, free and clear of any liens or encumbrances, except those herein specifically mentioned. In the event said Grantor does not have a good and marketable title, or if liens or encumbrances other than those herein specifically waived by the United States by the provisions hereof, are found to exist, the United States may, at its option require the Grantor to furnish satisfactory title or may itself obtain the instruments necessary to provide same, and may recover the cost of obtaining the same from the Grantor.

9. The Grantor agrees, at his own expense, to move onto the right-of-way of the realignment of the Montoya Lateral "D" the earth fill material necessary for the construction of the lateral and to remove the banks and fill the existing ditch.

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

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

THE UNITED STATES OF AMERICA

By *W.F. Resch*

W.F. Resch, Project Manager  
Rio Grande Project  
Bureau of Reclamation

GRANTOR

By *Erich Brandes*  
Erich Brandes

*Anna Grace Brandes*  
Anna Grace Brandes

SCHEDULE A

Two pieces or parcels of land situate, lying and being in the County of El Paso, State of Texas, and being a part of Tracts 16 and 17 of Outlaw Acres Subdivision in Block Number 5, Tract Number 21, Upper Valley, of approved surveys of the said County of El Paso, and more particularly described by metes and bounds as follows, to wit:

Parcel No. 1 - A parcel of land situate, lying and being in Tract 17 of Outlaw Acres Subdivision in Block Number 5, Tract Number 21, Upper Valley, more particularly described as follows:

BEGINNING at the most northwesterly corner of the parcel being herein described, a point in the easterly right of way line of the International Boundary and Water Commission's Canalized Rio Grande, thence following the right of way line of the parcel being herein described with the following courses and distances, north eighty-nine degrees ( $89^{\circ}$ ) fifty-six minutes ( $56'$ ) east twenty-five and six hundredths ( $25.06$ ) feet to a point from which the northeast corner of Tract 21, Block 5 of the aforesaid survey bears north eighty-nine degrees ( $89^{\circ}$ ) fifty-six minutes ( $56'$ ) east one thousand four hundred forty-nine and two tenths ( $1449.2$ ) feet; thence south four degrees ( $4^{\circ}$ ) four minutes ( $04'$ ) east two hundred eighty four and one tenth ( $284.1$ ) feet, thence south eleven degrees ( $11^{\circ}$ ) twenty-five minutes ( $25'$ ) east three hundred fifteen and seven tenths ( $315.7$ ) feet to a point on the easterly right of way line of the International Boundary and Water Commission's Canalized Rio Grande; thence following the said right of way line north fifteen degrees ( $15^{\circ}$ ) forty-eight minutes ( $48'$ ) west three hundred twenty-one and five tenths ( $321.5$ ) feet, thence following the said right of way line north four degrees ( $4^{\circ}$ ) four minutes ( $04'$ ) west two hundred eighty-four and one tenth ( $284.1$ ) feet to the point of beginning, said parcel containing twenty-five hundredths acre more or less, all as shown on copy of drawing numbered 23-503-6496 attached hereto and made a part hereof.

Parcel No. 2 - A parcel of land situate, lying and being in Tract 16 of Outlaw Acres Subdivision in Block Number 5, Tract Number 21, Upper Valley, more particularly described as follows:

BEGINNING at the most southeasterly corner of the parcel being herein described, a point on the northerly right of way line of Country Club Road from which the southeast corner of

collected as to Engineering data

Tract 21, Block 5 of the aforesaid survey bears south seventy-seven degrees ( $77^{\circ}$ ) seventeen minutes ( $17'$ ) east one thousand one hundred ninety-nine and two tenths (1199.2) feet; thence following the aforesaid northerly right of way line of Country Club Road north seventy-seven degrees ( $77^{\circ}$ ) seventeen minutes ( $17'$ ) west twenty-nine and six tenths (29.6) feet to a point on the easterly right of way line of the International Boundary and Water Commission's Canalized Rio Grande; thence following the aforesaid right of way line of the Canalized Rio Grande, north nineteen degrees ( $19^{\circ}$ ) thirty-six minutes ( $36'$ ) forty-two seconds ( $42''$ ) west two hundred twenty-nine and two tenths (229.2) feet; thence following the aforesaid right of way line north thirteen degrees ( $13^{\circ}$ ) one minute ( $01'$ ) west two hundred seventeen and seven tenths (217.7) feet; thence south nineteen degrees ( $19^{\circ}$ ) thirty-six minutes ( $36'$ ) forty-two seconds ( $42''$ ) east four hundred sixty-one and twenty-five hundredths (461.25) feet to the point of beginning, said parcel containing two tenths (0.20) acre more or less, all as shown on copy of drawing numbered 23-503-6496 attached hereto and made a part hereof.

55215

CERTIFICATE OF RECORD

The State of Texas )  
County of El Paso )  
I, J. W. Fields, County Clerk  
in and for said County, do hereby certify that the foregoing  
instrument of writing with its certificate of authentication,  
was filed for record in my office, on the 2 day of Feb. A. D. 1962,  
at 10:06 o'clock A. M. and duly recorded the 7 day of Feb.  
A. D. 1962, at 9:00 o'clock, A. M. in the Deed Records of  
said County, in volume 1652 on page 44.

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

J. W. Field, County Clerk

By /s/ Antonio Chavez - Deputy

SEAL



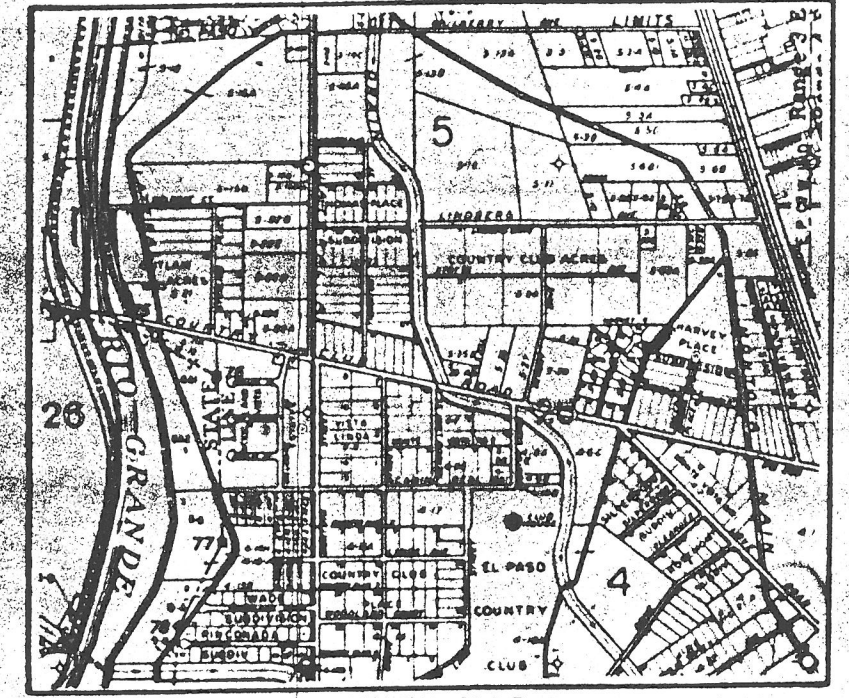
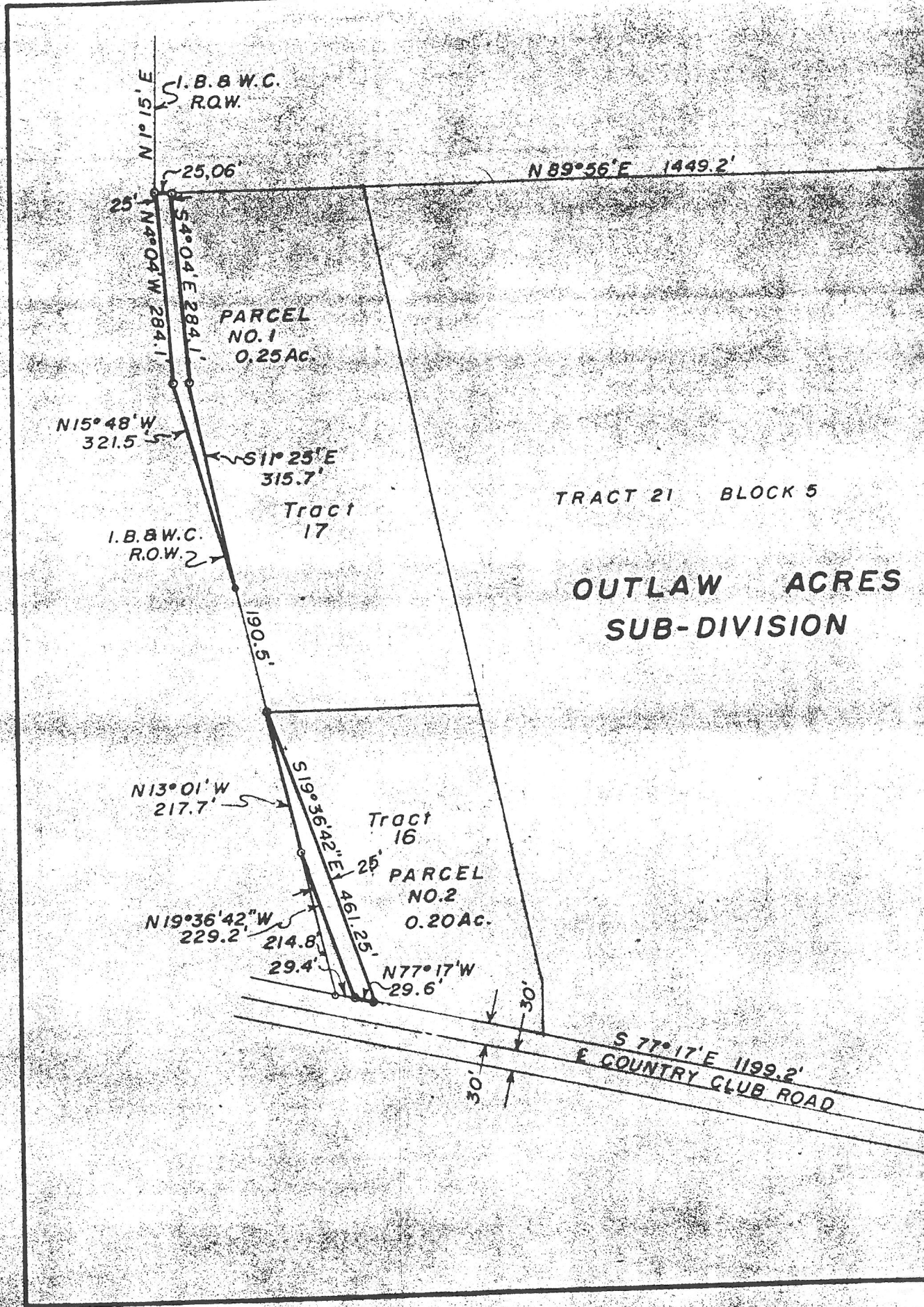
CERTIFICATE OF TITLE

This is to certify that I, M. L. Smerke, Office Engineer, Rio Grande Project, Bureau of Reclamation, Department of the Interior, made a thorough search of the title to the property described in Schedule A hereof, beginning with the 1st day of January, 1944, and that title to said property was indefeasibly vested in fee simple of record in Erich Brandes and Anna Grace Brandes, his wife, as of the 29th day of November, 1944, for Tracts 16 and 17 of Outlaw Subdivision in Tract 21, Block 5, Upper Valley, free and clear of all encumbrances, defects, interests, and all other matters whatsoever, either of record or otherwise known to me, impairing or adversely affecting the title to said property except as follows:

None

Dated this 15th day of January 1967.

M. L. Smerke



TRACT 21, BLOCK 5, UPPER VALLEY  
 EL PASO COUNTY, TEXAS  
 SURVEY APPROVED BY COMMISSIONER'S  
 COURT DEC. 12, 1932

ERIGH BRANDES  
 AND  
 ANNA GRACE BRANDES  
 TO  
 THE UNITED STATES  
 OF  
 AMERICA

PARCEL NO. 1 0.25 Ac.  
 PARCEL NO. 2 0.20 Ac.  
 TOTAL 0.45 Ac.

100 0 300  
SCALE OF FEET.

UNITED STATES  
 DEPARTMENT OF THE INTERIOR  
 BUREAU OF RECLAMATION  
 RIOGRANDE PROJECT-N.MEX-TEX.  
 MONTOYA LATERAL "D"  
 RELOCATION

DRAWN BY: R.J. SUBMITTED: [Signature]  
 TRACED: [Signature] RECOMMENDED: [Signature]  
 CHECKED: [Signature] APPROVED: [Signature]

EL PASO, TEX 12-11-61. 23-503-6496

NE Cor. Tr. 21  
 Blk. 5  
 Iron Pipe

50° 03' E 1478.4'

SE Cor. Tr. 21,  
 Blk. 5,  
 Iron Pipe