

780. HAYES, S. LESLIE ET UX HELEN LOUISE (124)

0033-0066-0001-00  
MONTANA LAT D

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 1st day of February, 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 S. LESLIE HAYS and HELEN LOUISE HAYS, 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 the E-1/2 of Section 26, Township 28 South, Range 3 East, N.M.P.M., as surveyed by the United States Reclamation Service, in the County of Dona Ana, State of New Mexico, 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:

A promissory note in the amount of \$33,605.00 to George Q. Payne and wife and Jesse M. Taylor and wife to be paid in equal annual installments of \$5,000 at 5% interest beginning January 1, 1958 until paid. Executed January 25, 1957 and filed for record February 14, 1957 in Dona Ana County, New Mexico, in Mortgage Book 114, Page 353.

6. The Grantor does hereby covenant that/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. 23-503-6502 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, Project Manager  
 Rio Grande Project  
 Bureau of Reclamation

GRANTOR

By: \_\_\_\_\_  
 S. Leslie Hays

\_\_\_\_\_  
 Helen Louise Hays



STATE OF TEXAS)  
 )  
COUNTY OF EL PASO)

Before me, W. E. BUCHANAN, JR., a Notary Public, in and for El Paso County, State of Texas, on this day personally appeared S. Leslie Hays, 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 15<sup>th</sup> day of February, 1962.

W. E. Buchanan, Jr.

My commission expires June 1, 1963

STATE OF TEXAS )  
 )  
COUNTY OF EL PASO)

Before me, W. E. BUCHANAN, JR., a Notary Public, in and for El Paso County, State of Texas, on this day personally appeared Helen Louise Hays, wife of S. Leslie Hays, 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 fully explained to her, she, the said Helen Louise Hays, 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 15<sup>th</sup> day of February, 1962.

W. E. Buchanan, Jr.

My commission expires June 1, 1963

SEAL

## 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

SEAL

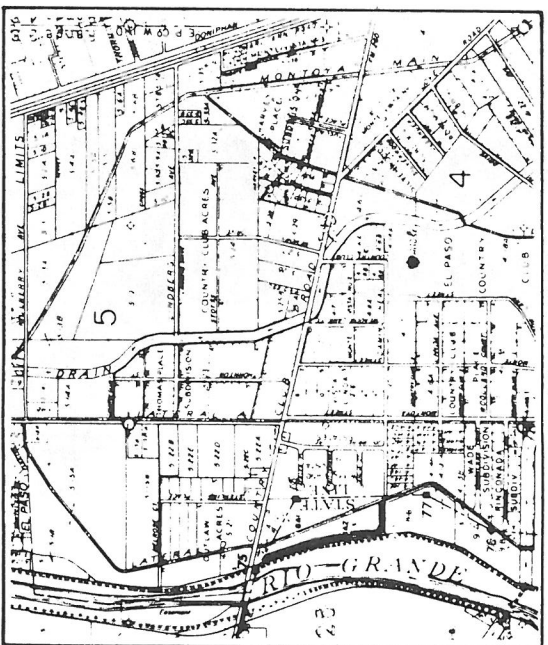
## SCHEDULE A

A tract of land situate, lying, and being in Section 26, Township 28 South, Range 3 East, New Mexico Principal Meridian, United States Reclamation Service survey, more particularly described by metes and bounds as follows, to wit:

BEGINNING at the most northwesterly corner of the parcel being herein described, a point on the Texas-New Mexico Boundary Line and on the easterly right of way line of the International Boundary and Water Commission's Canalized Rio Grande, from which point Texas-New Mexico Boundary Monument #75 bears north sixty-one degrees ( $61^{\circ}$ ) eight minutes ( $08'$ ) forty-one seconds ( $41''$ ) west one hundred fourteen and seven tenths (114.7) feet; thence following the Texas-New Mexico Boundary Line south sixty-one degrees ( $61^{\circ}$ ) eight minutes ( $08'$ ) forty-one seconds ( $41''$ ) East thirty-seven and seven tenths (37.7) feet; thence South nineteen degrees ( $19^{\circ}$ ) thirty-nine minutes ( $39'$ ) east six hundred thirty-four and seven tenths (634.7) feet; thence south seventeen degrees ( $17^{\circ}$ ) thirty-seven minutes ( $37'$ ) east one hundred four and seven tenths (104.7) feet; thence south ten degrees ( $10^{\circ}$ ) fifty-seven minutes ( $57'$ ) east four hundred seventy-nine and four tenths (479.4) feet; thence south seven degrees ( $7^{\circ}$ ) thirty-three minutes ( $33'$ ) east four hundred ten and six tenths (410.6) feet; thence South forty-eight degrees ( $48^{\circ}$ ) forty-seven minutes ( $47'$ ) east thirty-three and no tenths (33.0) feet; thence north eighty-nine degrees ( $89^{\circ}$ ) fifty-nine minutes ( $59'$ ) east four hundred twenty-five and seven tenths (425.7) feet; thence south twenty-one degrees ( $21^{\circ}$ ) nine minutes ( $09'$ ) east fifty-three and six tenths (53.6) feet to a point from which Texas-New Mexico Boundary Monument #77 bears south four degrees ( $4^{\circ}$ ) thirty-one minutes ( $31'$ ) thirty-eight seconds ( $38''$ ) east five hundred sixty-five and eight tenths (565.8) feet; thence south eighty-nine degrees ( $89^{\circ}$ ) fifty-nine minutes ( $59'$ ) west four hundred eighty-five and five tenths (485.5) feet to a point on the easterly right of way line of the International Boundary and Water Commission's Canalized Rio Grande; thence following said right of way line the following courses and distances; north seven degrees ( $7^{\circ}$ ) thirty-three minutes ( $33'$ ) west four hundred seventy-eight and nine tenths (478.9) feet; thence north ten degrees ( $10^{\circ}$ ) fifty-seven minutes ( $57'$ )

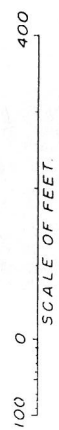


west four hundred seventy-seven and two tenths (477.2) feet;  
thence north seventeen degrees ( $17^{\circ}$ ) thirty-seven minutes  
(37') west one hundred two and eight tenths (102.8) feet;  
thence north nineteen degrees ( $19^{\circ}$ ) thirty-nine minutes (39')  
west six hundred sixty-two and five tenths (662.5) feet to  
the point of beginning, said parcel containing one and fifty-  
one hundredths (1.51) acres more or less, all as shown on copy  
of drawing numbered 23-503-6502 attached hereto and made a  
part hereof.



LOCATION MAP  
 Sec. 26; T28S; R3E; N.M.P.M.  
 U.S.R.S. SURVEY  
 SANTA TERESA GRANT  
 DONA ANA COUNTY, NEW MEXICO

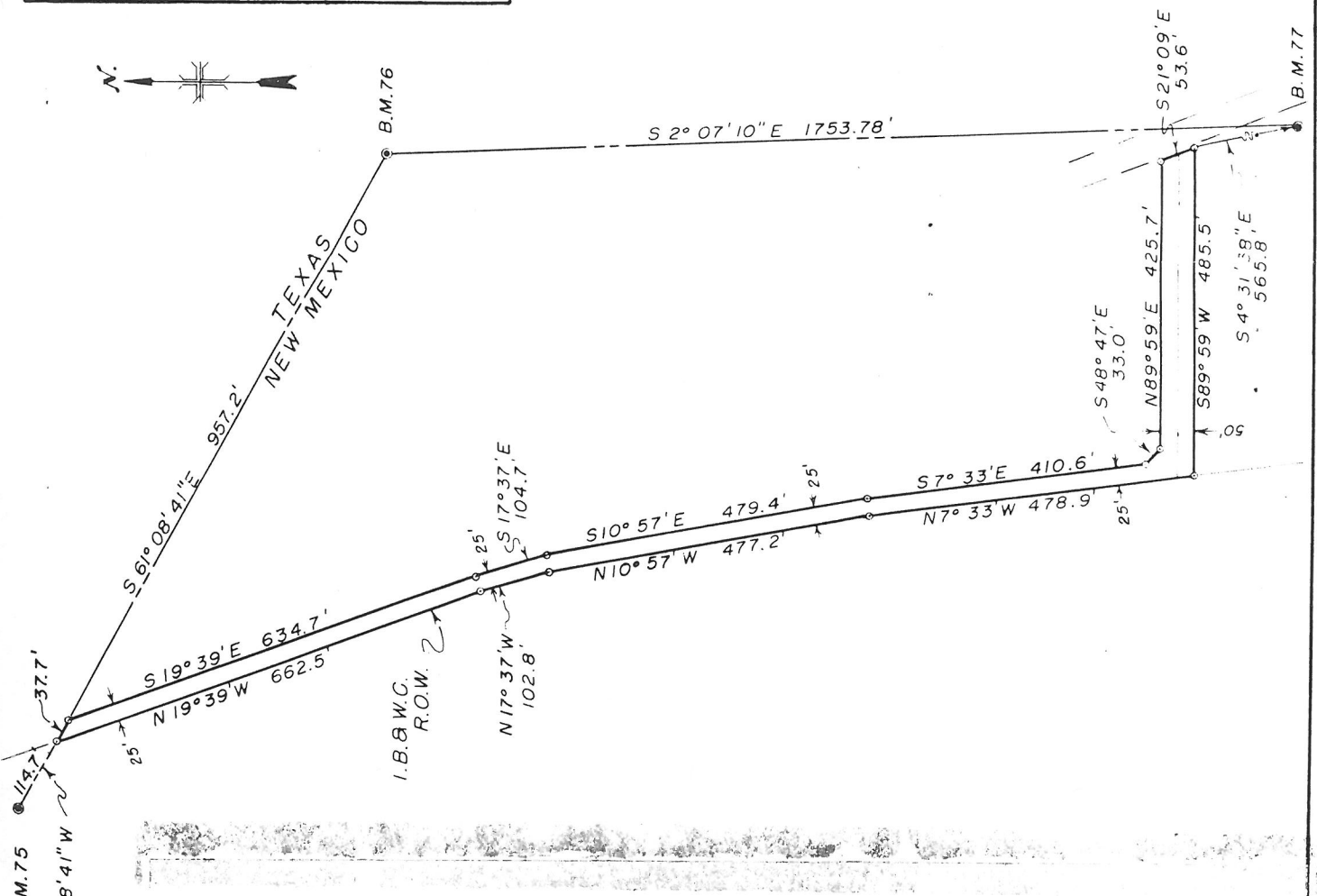
S. LESLIE HAYS  
 &  
 HELEN LOUISE HAYS  
 TO  
 THE UNITED STATES  
 OF  
 AMERICA  
 1.51 Acres.



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

DRAWN BY: *James W. K...*  
 TRACED: *RECOMMENDED*  
 CHECKED: *AKS* APPROVED

EL PASO, TEX., 1-9-62. 23-503-6502



RECEPTION NO. 6300 STATE OF NEW MEXICO, COUNTY OF DONA ANA, ss:

I hereby certify that this instrument was filed for record on the 8th day of February 1962  
 at 8:45 o'clock A.M. and duly recorded in Book 51 PageS 331-338  
 of the Records of Miscellaneous of said county, on this Eighth day of February 1962.

MIGUEL C. FRIETZE, JR., County Clerk.  
 (COUNTY CLERK SEAL)  
 ABC Print

By: *Lorraine L. Gutierrez* Deputy.

OFFICIAL FILE COPY

Date	Surname	Code
4/9	MLP	

Eng

April 9, 1962

To: Regional Director  
Attention: 5-420

From: Project Manager

Subject: Contract and Grant of Right-of-Way Easement, Erich Brandes,  
L. T. Stock and S. Leslie Hays - Rio Grande Project  
(Your letter of April 5, 1962)

The original easement from S. Leslie Hays and Helen Louise Hays, for certain lands in Dona Ana County, New Mexico, shows execution by "Helen Louise Hays".

W. F. Resch

In dupl.

cc:  
Field Solicitor





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

EL PASO, TEXAS	
Route to:	Initials
Manager	<input checked="" type="checkbox"/>
Asst. Mgr.	<input type="checkbox"/>
Adm. Ass't	<input type="checkbox"/>
Power	<input type="checkbox"/>
Irrig.	<input type="checkbox"/>
Engr. Div.	<input checked="" type="checkbox"/>
Off. Engr.	<input checked="" type="checkbox"/>
Perf.	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Supply	<input type="checkbox"/>
Secretary	<input type="checkbox"/>
File	<input type="checkbox"/>
Copy to:	Date
Exhibit Bufile	
Las Cruces	
Yuma	

APR 5 1962

To: Project Manager, El Paso, Texas

From: 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. —

MLScnr

OFFICIAL FILE COPY

Date	Surname	Code
4/27	O. R. S.	
	J. H. W.	

Mgr

March 27, 1962

To: Chief, Las Cruces Irrigation Field Branch

From: Project Manager

Subject: Montoya Lateral "D" Relocation

Enclosed for your files is a copy of Contract and Grant of Right-of-way Easement with S. Leslie Hays, et ux, for 1.51 acres of land required for relocation of Montoya Lateral "D" in Map Serial 33-8A2.

W. F. Resch

Enclosure

OFFICIAL FILE COPY

Date	Surname	Code
3/27	W.F.	

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 J. Anulty, 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 Dona Ana, State of New  
Mexico, and particularly described in SCHEDULE A hereof  
and containing 1.51 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 S. Leslie Hays and Helen Louise Hays, 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 improve-  
ments on said land; and that I made a careful inquiry of the  
above-named vendors, and of the occupants of said land, and ascer-  
tained 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. Cawley

Dated this 16th day  
of Feb., 1962

CERTIFICATE OF TITLE

This is to certify that I, H. H. Farnsworth, Office Engineer, Las Cruces Irrigation Field Branch, 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 14<sup>th</sup> day of March, 1911, and that title to said property was indefeasibly vested in fee simple of record in S. Leslie Hays and Helen Louise Hays, as of the 27<sup>th</sup> day of December, 1956, 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:

A promissory note in the amount of \$33,405.00 to George Q. Payne and Wife; and Jesse M. Taylor and Wife to be paid in equal annual installment of \$5,000.00 at 5% interest beginning January 1, 1958 until paid. Executed January 25, 1957 and filed for record February 14, 1957 in Dona Ana County, New Mexico in Mortgage Book #1114, Page 353 and in El Paso, Texas, Record Book February 12, 1957.

Dated this 25<sup>th</sup> day of January 1962.

H. H. Farnsworth



SCHEDULE A

A tract of land situate, lying, and being in Section 26, Township 28 South, Range 3 East, New Mexico Principal Meridian, United States Reclamation Service survey, more particularly described by plats and records as follows, to wit:

BEGINNING at the west northwesterly corner of the parcel being herein described, a point on the Texas-New Mexico Boundary line and on the easterly right of way line of the International Boundary and Water Commission's Canalized Rio Grande, from which point Texas-New Mexico Boundary Monument #75 bears north sixty-one degrees ( $61^{\circ}$ ) eight minutes ( $08'$ ) forty-one seconds ( $41''$ ) west one hundred fourteen and seven tenths ( $114.7$ ) feet; thence following the Texas-New Mexico Boundary line south sixty-one degrees ( $61^{\circ}$ ) eight minutes ( $08'$ ) forty-one seconds ( $41''$ ) East thirty-seven and seven tenths ( $37.7$ ) feet; thence South nineteen degrees ( $19^{\circ}$ ) thirty-nine minutes ( $39'$ ) east six hundred thirty-four and seven tenths ( $634.7$ ) feet; thence south seventeen degrees ( $17^{\circ}$ ) thirty-seven minutes ( $37'$ ) east one hundred four and seven tenths ( $104.7$ ) feet; thence south ten degrees ( $10^{\circ}$ ) fifty-seven minutes ( $57'$ ) east four hundred seventy-nine and four tenths ( $479.4$ ) feet; thence south seven degrees ( $7^{\circ}$ ) thirty-three minutes ( $33'$ ) east four hundred ten and six tenths ( $410.6$ ) feet; thence South forty-eight degrees ( $48^{\circ}$ ) forty-seven minutes ( $47'$ ) east thirty-three and no tenths ( $33.0$ ) feet; thence north eighty-nine degrees ( $89^{\circ}$ ) fifty-nine minutes ( $59'$ ) east four hundred twenty-five and seven tenths ( $425.7$ ) feet; thence south twenty-one degrees ( $21^{\circ}$ ) nine minutes ( $09'$ ) east fifty-three and six tenths ( $53.6$ ) feet to a point from which Texas-New Mexico boundary Monument #77 bears south four degrees ( $4^{\circ}$ ) thirty-one minutes ( $31'$ ) thirty-eight seconds ( $38''$ ) east five hundred sixty-five and eight tenths ( $565.8$ ) feet; thence south eighty-nine degrees ( $89^{\circ}$ ) fifty-nine minutes ( $59'$ ) west four hundred eighty-five and five tenths ( $485.5$ ) feet to a point on the easterly right of way line of the International Boundary and Water Commission's Canalized Rio Grande; thence following said right of way line the following courses and distances: north seven degrees ( $7^{\circ}$ ) thirty-three minutes ( $33'$ ) west four hundred seventy-eight and nine tenths ( $478.9$ ) feet; thence north ten degrees ( $10^{\circ}$ ) fifty-seven minutes ( $57'$ )

west four hundred seventy-seven and two tenths (477.2) feet;  
thence north seventeen degrees (17°) thirty-seven minutes  
(37') west one hundred two and eight tenths (102.8) feet;  
thence north nineteen degrees (19°) thirty-nine minutes (39')  
west six hundred sixty-two and five tenths (662.5) feet to  
the point of beginning, said parcel containing one and fifty-  
one hundredths (1.51) acres more or less, all as shown on copy  
of drawing numbered 23-502-6502 attached hereto and made a  
part hereof.



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thence north seventeen degrees (17°) thirty-seven minutes  
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of drawing numbered 23-503-6502 attached hereto and made a  
part hereof.