

180

MONTERO, AMADA S. DE, Maria PURCHASE OF IMPROVEMENTS ( Stock Subscription Contract)

180 RIVER DRAIN

0013-0082-0052-00 16-(52) Texas

71

*This instrument given  
for record in Book  
419 at Page 526.*

DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT New Mexico-Texas

THIS AGREEMENT, made March 25, 1924, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between THE UNITED STATES OF AMERICA, herein styled the United States, by L. M. Lawson, Project Manager, Bureau of Reclamation, thereunto duly authorized, ~~XXXXXXXXXXXX~~ and

Amado Montero and Maria Montero, his wife,

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

WITNESSETH: The parties covenant and agree that—

~~XXXXXXXXXXXX~~

2. For and in consideration of the payments to be made by the United States, as hereinafter provided, and of the covenants herein contained, the Vendor does hereby sell, assign, transfer and set over to the United States free and clear of any lien or incumbrance, all buildings, fences, ditches, seedings, growing crops, trees, and shrubbery, and any and all other improvements of whatsoever kind or nature, upon, attached to, or growing upon that certain piece or parcel of land situated in the County of El Paso, State of Texas, particularly described as follows, to wit:

A tract of land approximately one-quarter (1/4) mile west of the town of San Elizario, Texas, in the Southeast quarter of the Northwest quarter (SE1/4NW1/4) and the Northeast quarter of the Southwest quarter (NE1/4SW1/4) of Section five (5), Township thirty-three (33) South, Range seven (7) East, Bureau of Reclamation survey; being also in the San Elizario Grant, and more particularly described as follows:

Beginning at a point on the Northwesterly property line of land of the Vendor; said property line being also the property line between land of the Vendor and land of Louis Grijalva, and from which point the Southeast corner of said Section five (5) bears South forty-four (44) degrees forty-seven (47) minutes seven (07) seconds East four thousand nine hundred fifty-eight and fifty-nine hundredths (4958.59) feet; thence South eighteen (18) degrees twenty (20) minutes East seven hundred twenty-six and twenty-four hundredths (726.24) feet; thence to the right along a one thousand one hundred ninety-five and ninety-three hundredths (1195.93) foot radius curve a distance of thirty-five (35.0) feet to a point, the tangent to the curve at which point bearing South sixteen (16) degrees thirty-nine (39) minutes twenty-four (24) seconds East; thence South

<sup>1</sup>Strike out clause regarding approval of supervisory officer if not applicable.

Copy *[Signature]*  
Date *[Signature]*

twenty-nine (29) degrees twelve (12) minutes West fourteen and forty-five hundredths (14.45) feet; thence South seventy-three (73) degrees twenty (20) minutes East twelve and fifty-five hundredths (12.55) feet to a point on the hereinbefore mentioned curve; the tangent to the curve at last said point bearing South fifteen (15) degrees fifty (50) minutes six (06) seconds East; thence along said curve to the right a distance of one hundred twenty-three and sixty-five hundredths (123.65) feet; thence South nine (09) degrees fifty-five (55) minutes East one hundred and twenty-five hundredths (100.25) feet to a point ~~xxx~~ from which the Southeast corner of said Section five (5) bears South fifty-one (51) degrees twenty-two (22) minutes six (06) seconds East four thousand one hundred two and twenty-three hundredths (4102.23) feet; thence South eighty-seven (87) degrees fifty-three (53) minutes West one hundred twenty-one and twelve-hundredths (121.12) feet; thence North nine (09) degrees fifty-five (55) minutes West eighty-three and eighty-one hundredths (83.81) feet; thence to the left along a one thousand seventy-five and ninety-three hundredths (1075.93) foot radius curve a distance of one hundred fifty-seven and nine-tenths (157.9) feet; thence North eighteen (18) degrees twenty (20) minutes West six hundred fifty-one and ninety-eight hundredths (651.98) feet; thence North thirty-nine (39) degrees fifty-five (55) minutes East one hundred forty-one and twelve-hundredths (141.12) feet to the place of beginning; said tract of land containing two and six-tenths (2.6) acres, more or less.

3. The Vendor, on behalf of themselves, their heirs and assigns, release, acquit, and discharge the United States and its assigns from any and all liability for damages or compensation arising from the entry upon said parcel of land and from the construction, operation and maintenance thereon of works pertaining to the Bureau of Reclamation.

4. In consideration whereof, the United States agrees to pay the Vendor the sum of Sixty and 00/100 (\$60.00) Dollars, upon Government voucher, by Treasury warrant, or disbursing officer's check, as full purchase price of said improvements and as full payment for all damages by reason of the matters and things herein stated.

5. In addition to the consideration named in paragraph 4 hereof, there will be constructed by and at the expense of the United States a farm bridge of the standard design adopted and now being used on the Rio Grande Project; said bridge shall be constructed at or near Station 476 plus 50 of the River Drain, and work thereupon shall be commenced and completed within a reasonable time after excavation of said drain at the point mentioned. Upon completion of the said bridge the same shall become the property of the Vendor, but the United States shall have the right to use the same in the operation and maintenance of said drain. The Vendor shall keep said bridge in such condition as to be suitable for such use by the United States and so as not to interfere with the proper operation and maintenance of said drain.

6. The Vendor hereby ratifies and confirms the grant to the United States of the right of way across lands herein referred to in stock-subscription contract with El Paso Valley Water Users' Association.

7. The Vendor will furnish, before payment, satisfactory evidence that they are the owners of said improvements, and the land on which the same are situated, and that the same are free from any lien or incumbrance, and for this purpose will submit any abstract or title papers which they may have in their possession, for examination; but the United States will at its own expense and for its own use procure such abstract as may be necessary for the investigation of the title to said land and improvements, and may make and retain copies of the abstract and title papers submitted by the Vendor for examination.

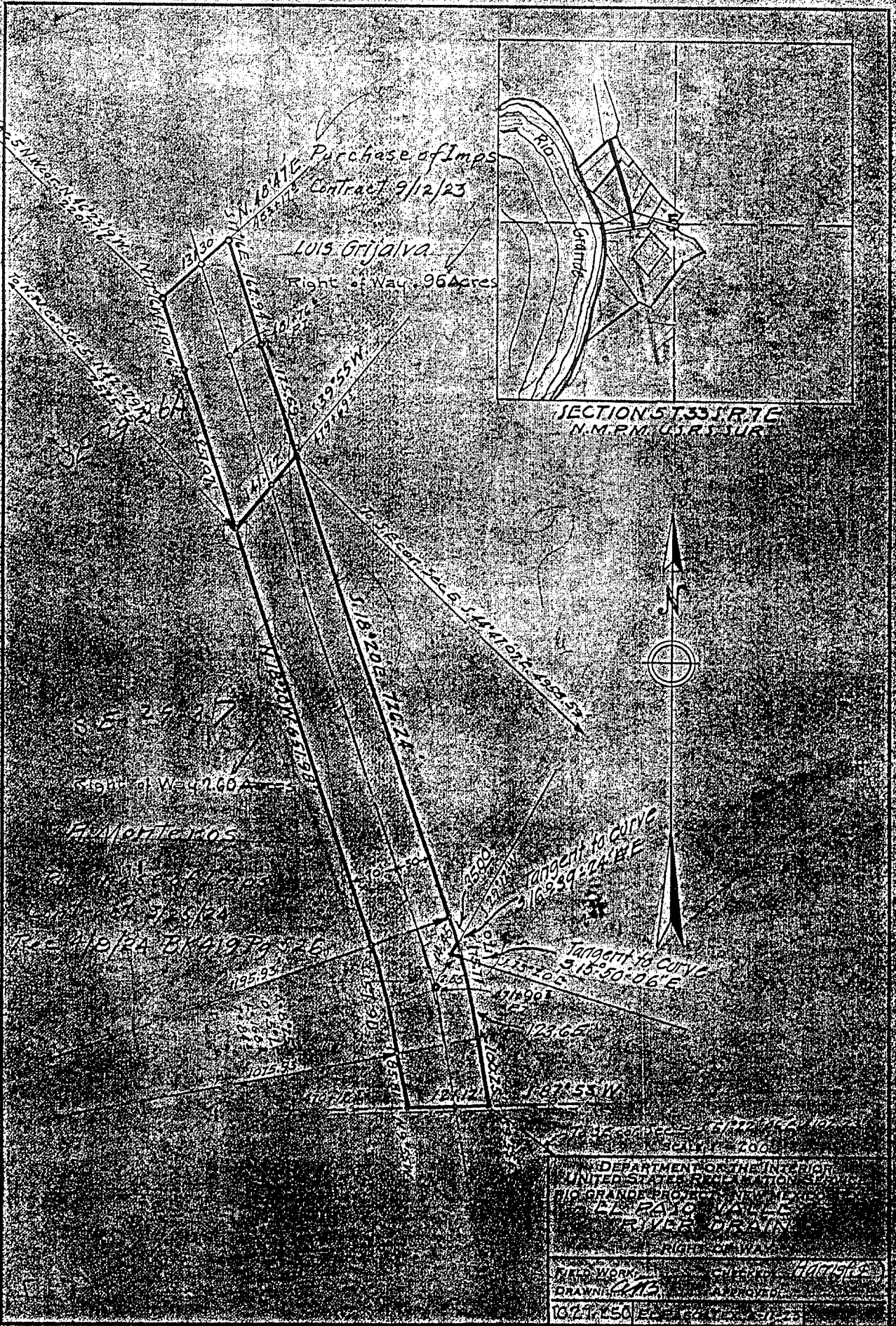
8...The Vendor, upon request by the proper officials of the Bureau of Reclamation, will procure and have recorded, where proper for record, all deeds or other assurances of title, and affidavits and other evidences of title which in the opinion of Counsel for the Bureau of Reclamation are necessary to show good title, unincumbered, in the Vendor to the property purchased.

9. Liens or incumbrances against the property purchased may, at the option of the United States, be discharged at the time of payment, or a sufficient amount for this purpose be retained from the purchase price and the same discharged with the money so retained; but this provision shall not be construed to give precedence of any lien or incumbrance over this agreement, nor as an assumption of the same by the United States.

10. The United States agrees to permit the Vendor to retain possession of the strip or parcel of land upon which said improvements are located and to use and enjoy the same, and remove crops therefrom that may mature thereon, until ten days after date hereof, unless prior thereto it becomes necessary to occupy said strip of land for ditch or canal purposes, in which event the Vendor will be duly notified by the proper Reclamation officials; and the Vendor agrees that whenever so notified they will immediately yield and deliver up the possession of said strip of land, together with the improvements thereon, without any claim for damage or compensation other than as herein provided.

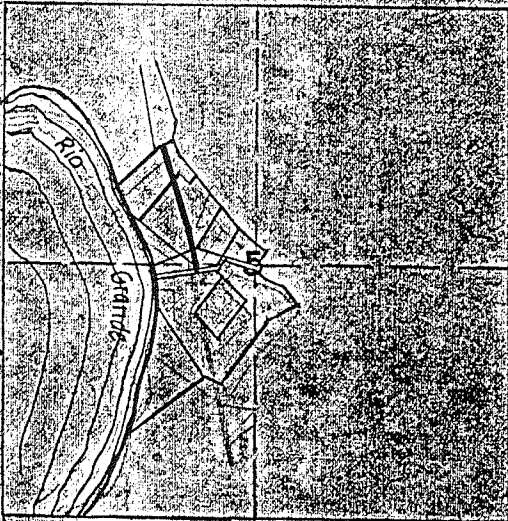
~~Vendor~~  
11. The contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business with others than the Government.

~~Where the operations of this contract extend beyond the current fiscal year it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the contractor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.~~



Purchase of Imps  
Contract 9/12/23

Luis Grijalva  
Right of Way 96 Acres



SECTION 5 T. 33 N. R. 7 E.

S 29 47

Right of Way 66 A

Franco Lomas

10588

10589

10590

10591

10592

10593

10594

10595

10596

10597

10598

Tangent to Curve  
915.50+06 E

Tangent to Curve  
915.50+06 E

Right of Way

DEPARTMENT OF THE INTERIOR  
UNITED STATES GEOLOGICAL SURVEY  
GRAND CANYON NATIONAL MONUMENT  
RIVER DRAIN  
FIELD WORK  
DRAWN  
1977 50

*This instrument filed  
for record in Book  
#19 of Page 526.*

DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

**Rio Grande IRRIGATION PROJECT New Mexico-Texas**

THIS AGREEMENT, made **March 25**, 19**24**, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between THE UNITED STATES OF AMERICA, herein styled the United States, by **L. M. Lawson,** **Project Manager,** Bureau of Reclamation, thereunto duly authorized, ~~XXXXXXXXXXXX~~

**Amado Montero and Maria Montero, his wife,**

herein styled Contractor, **their** heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties covenant and agree that—

~~XXXXXXXXXXXX~~

2. For and in consideration of the payments to be made by the United States, as hereinafter provided, and of the covenants herein contained, the Vendor does hereby sell, assign, transfer and set over to the United States free and clear of any lien or incumbrance, all buildings, fences, ditches, seedings, growing crops, trees, and shrubbery, and any and all other improvements of whatsoever kind or nature, upon, attached to, or growing upon that certain piece or parcel of land situated in the County of El Paso, State of Texas, particularly described as follows, to wit:

A tract of land approximately one-quarter (1/4) mile West of the town of San Elizario, Texas, in the Southeast quarter of the Northwest quarter (SE1/4NW1/4) and the Northeast quarter of the Southwest quarter (NE1/4SW1/4) of Section five (5), Township thirty-three (33) South, Range seven (7) East, Bureau of Reclamation survey; being also in the San Elizario Grant, and more particularly described as follows:

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<sup>1</sup>Strike out clause regarding approval of supervisory officer if not applicable.

Corrected to Engineering Data  
Date *3-25-24*

twenty-nine (29) degrees twelve (12) minutes West fourteen and forty-five hundredths (14.45) feet; thence South seventy-three (73) degrees twenty (20) minutes East twelve and fifty-five hundredths (12.55) feet to a point on the hereinbefore mentioned curve; the tangent to the curve at last said point bearing South fifteen (15) degrees fifty (50) minutes six (06) seconds East; thence along said curve to the right a distance of one hundred twenty-three and sixty-five hundredths (123.65) feet; thence South nine (09) degrees fifty-five (55) minutes East one hundred and twenty-five hundredths (100.25) feet to a point ~~whix~~ from which the Southeast corner of said Section five (5) bears South fifty-one (51) degrees twenty-two (22) minutes six (06) seconds East four thousand one hundred two and twenty-three hundredths (4102.23) feet; thence South eighty-seven (87) degrees fifty-three (53) minutes West one hundred twenty-one and twelve-hundredths (121.12) feet; thence North nine (09) degrees fifty-five (55) minutes West eighty-three and eighty-one hundredths (83.81) feet; thence to the left along a one thousand seventy-five and ninety-three hundredths (1075.93) foot radius curve a distance of one hundred fifty-seven and nine-tenths (157.9) feet; thence North eighteen (18) degrees twenty (20) minutes West six hundred fifty-one and ninety-eight hundredths (651.98) feet; thence North thirty-nine (39) degrees fifty-five (55) minutes East one hundred forty-one and twelve-hundredths (141.12) feet to the place of beginning; said tract of land containing two and six-tenths (2.6) acres, more or less.

3. The Vendor, on behalf of themselves, their heirs and assigns, release, acquit, and discharge the United States and its assigns from any and all liability for damages or compensation arising from the entry upon said parcel of land and from the construction, operation and maintenance thereon of works pertaining to the Bureau of Reclamation.

4. In consideration whereof, the United States agrees to pay the Vendor the sum of Sixty and 00/100 (\$60.00) Dollars, upon Government voucher, by Treasury warrant, or disbursing officer's check, as full purchase price of said improvements and as full payment for all damages by reason of the matters and things herein stated.

5. In addition to the consideration named in paragraph 4 hereof, there will be constructed by and at the expense of the United States a farm bridge of the standard design adopted and now being used on the Rio Grande Project; said bridge shall be constructed at or near Station 476 plus 50 of the River Drain, and work thereupon shall be commenced and completed within a reasonable time after excavation of said drain at the point mentioned. Upon completion of the said bridge the same shall become the property of the Vendor, but the United States shall have the right to use the same in the operation and maintenance of said drain. The Vendor shall keep said bridge in such condition as to be suitable for such use by the United States and so as not to interfere with the proper operation and maintenance of said drain.

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

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

12. In the performance of this contract no person shall be employed who is undergoing a sentence of imprisonment at hard labor imposed by any municipal, territorial, or State court having criminal jurisdiction.

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

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

THE UNITED STATES OF AMERICA,

By L. E. Lawson

Project Manager, Bureau of Reclamation.

Witnesses to marks:

Arcelena Martinez  
Frajeses Mass

Amado Montero his  
Maria Montero mark her  
Vendor Contractor

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

San Elizario, Texas.

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

Approved: \_\_\_\_\_

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

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

VERIDAVIL OF DISINTERESTEDNESS



El Paso, Texas, March 28, 1924.

The County Clerk,

El Paso, Texas.

Dear Sir:

There is transmitted herewith for official record agreement dated March 25, 1924, between the United States and Amada Montano and wife in connection with the construction of the River Drain.

Very truly yours,

Joseph E. Beardslee  
District Counsel

enc 1

POSSESSORY CERTIFICATE

I, Geo. W. Hoadley, Assistant Engineer, Bureau of Reclamation, hereby certify that I have personally examined the land sought to be acquired by the United States from Amado Montero and Maria Montero, his wife, in the SE $\frac{1}{4}$  and the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 5, Township 33 South, Range 7 East, Bureau of Reclamation survey, El Paso County, Texas, for the Rio Grande Project, and that the said proposed Vendors were in actual, sole and exclusive possession of the land, claiming to be the owners thereof and of the improvements thereon, and no person claiming a right in such land adverse to the Vendors is in possession of any part of it.

Geo. W. Hoadley  
Assistant Engineer.

El Paso, Texas, March 26, 1924.

CERTIFICATE AS TO TITLE

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

A tract of land containing 2.6 acres, more or less, in the SE $\frac{1}{4}$ SW $\frac{1}{4}$  and the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 5, Township 33 South, Range 7 East, Bureau of Reclamation survey, El Paso County, Texas, and more particularly described in agreement with Amado Montero and Maria Montero, his wife, dated March 25, 1924;

That I have made personal examination of the tax and title records of El Paso County, Texas, and find that the said Vendors, who are the reputed owners, are the actual owners, and that there are no unpaid taxes, unsatisfied mortgages, or other liens outstanding against the said land.

J. H. Hamilton  
Clerk

El Paso, Texas, March 26, 1924.

**CERTIFICATE**

I HEREBY CERTIFY that the land described in the agreement dated March 25, 1924, with Amado Montero and Maria Montero, his wife, is required for purposes authorized by the Act of June 17, 1902 (32 Stat., 388), namely, as right of way for the River Drain, a part of the Rio Grande Project; that the consideration to be paid thereunder, \$60.00, is reasonable and the lowest that could be obtained, and I recommend that the contract be approved.

L. E. LAWSON  
Project Manager

El Paso, Texas, March 26, 1924.

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

0-3362

The office in which the **Rio Grande Project** is being conducted is the **El Paso, Texas, March 26, 1924.**

Project Manager to District Counsel  
Subject: Forwarding for approval as to form, execution, and legal sufficiency contract dated **March 25, 1924**

With **Amado Montero and Maria Montero, his wife**

Estimated amount involved, **\$ 60.00**  
Accompanied by bond and **No** copies.

Purpose: **Purchase of improvements on 2.6 acres of land granted for canal purposes by stock-subscription contract with water users' association. Land required for River Drain. Amount of \$60.00 is for crop of alfalfa on the 2.6 acres of land. A farm bridge is also to be constructed at an estimated cost of \$300.00.**

Advise Project Manager at **El Paso, Texas**

(Post-office address)

of approval as to form, execution, and legal sufficiency of the above, using extra copies hereof.

NOTE.—Before submitting contract see that the instructions on reverse hereof have been FULLY complied with.

- Inclosures as follows:
- Original and 4 copies of contract
  - " " 2 " certificate of recommendation
  - " " 2 " possessory certificate
  - " " 3 " f.l.t.
  - " " 2 " certificate as to title
  - 3 blueprints

*Am Larson*  
Project Manager  
(Signature)

**El Paso, Texas, March 26, 1924**  
(Place) (Date)

The above-described contract and bond, if any, approved as to form, execution, and legal sufficiency by **Joseph W. Beardslee** on **March 26, 1924** District Counsel,

Inclosures as follows returned to Project Manager:  
(Same as above, except original contract retained for recordation)

El Paso, Texas, March 25, 1924.

Mr. L. M. Lawson,  
Project Manager, Bureau of Reclamation,  
El Paso, Texas.

Dear Sir:

Referring to contract dated March 25, 1924, in connection with the purchase of improvements by the United States on a tract of land belonging to me containing 2.6 acres taken by the United States for right of way for the River Drain.

Upon receipt of the agreed purchase price for the improvements on the above mentioned tract of land I hereby agree to level off the acequia located West of the said drainage ditch, which acequia has been abandoned by the United States, and I further agree to save and hold the United States harmless for any and all claims for damage or compensation of whatsoever kind or nature arising or growing out of the construction of the aforementioned acequia or the abandonment thereof by the United States.

Very truly yours,

*Witnesses to Marks*  
*Geo. W. Hoadley*  
*Arcevalo Martinez*

*His*  
*Armando Montero*  
*mark*  
*Her*  
*Maria Montero*  
*mark*

THE STATE OF TEXAS

COUNTY OF EL PASO.

BEFORE ME, Geo. V. Headley,

a **Notary Public**

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

personally appeared Anado Montero and Maria Montero, his wife,

known to me to be the person whose name are

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 25th day of March A. D., 1924

**Geo. V. Headley**

**Notary Public in and for El Paso County, Texas.**

THE STATE OF TEXAS.

COUNTY OF EL PASO.

Before me, Geo. V. Headley,

a **Notary Public**

in and for

El Paso County, Texas, on this day personally appeared Maria Montero

wife of

Anado Montero

known to me to be the person whose name is subscribed

to the foregoing instrument, and having been examined by me privily and apart from her husband, and having

the same by me fully explained to her, she, the said Maria Montero acknowledged such instru-

ment to be her act and deed, and declared that she had willingly signed the same for the purposes and consid-

eration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 25th day of March A. D., 1924

**Geo. V. Headley**

**Notary Public in and for El Paso County, Texas.**

THE STATE OF TEXAS.

71490

COUNTY OF EL PASO.

I W. D. Greet Clerk of the County,

Court of said County, do hereby certify that the above instrument of writing, dated on the 25

day of Mar, A. D. 1924 with its certificate of authentication, was filed for record in my

office this 29 day of Mar, A. D. 1924, at 9:06 o'clock A.M.

and duly recorded the 8 day of Apr, A. D. 1924, at 2:04 o'clock P.M.

in the records of said County, in Volume 419 on Page 526

Witness my hand and the seal of the County Court of said County, at office El Paso, Texas, the day and

year last above written.

(Seal)

(Signed) W. D. Greet  
Clerk County Court, El Paso County, Texas.

By (Signed) Maxine Moran, Deputy.

THE STATE OF TEXAS

COUNTY OF EL PASO.

BEFORE ME, **Geo. V. Headley.**

**a Notary Public**

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

personally appeared

**Anado Montero and Maria Montero, his wife.**

known to me to be the person whose name are

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 **25th** day of **March**, A. D., 19**24**

(SEAL)

**Geo. V. Headley**

**Notary Public in and for El Paso County, Texas.**

THE STATE OF TEXAS.

COUNTY OF EL PASO.

Before me, **Geo. V. Headley.**

**a Notary Public**

in and for

El Paso County, Texas, on this day personally appeared

**Maria Montero**

wife of

**Anado Montero**

known to me to be the person whose name is subscribed

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

Given under my hand and seal of office, this **25th** day of **March**, A. D., 19**24**

(SEAL)

**Geo. V. Headley**

**Notary Public in and for El Paso County, Texas.**

THE STATE OF TEXAS.

COUNTY OF EL PASO.

71490

**W. D. Greet** Clerk of the Court,

Court of said County, do hereby certify that the above instrument of writing, dated on the **25th** day of **Mar**, A. D. 19**24** with its certificate of authentication, was filed for record in my office this **29th** day of **Mar**, A. D. 19**24**, at **9:06** o'clock **A.M.** and duly recorded the **8th** day of **Apr**, A. D. 19**24**, at **2:04** o'clock **P.M.** in the records of said County, in Volume **419** on Page **526**.

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

(Seal)

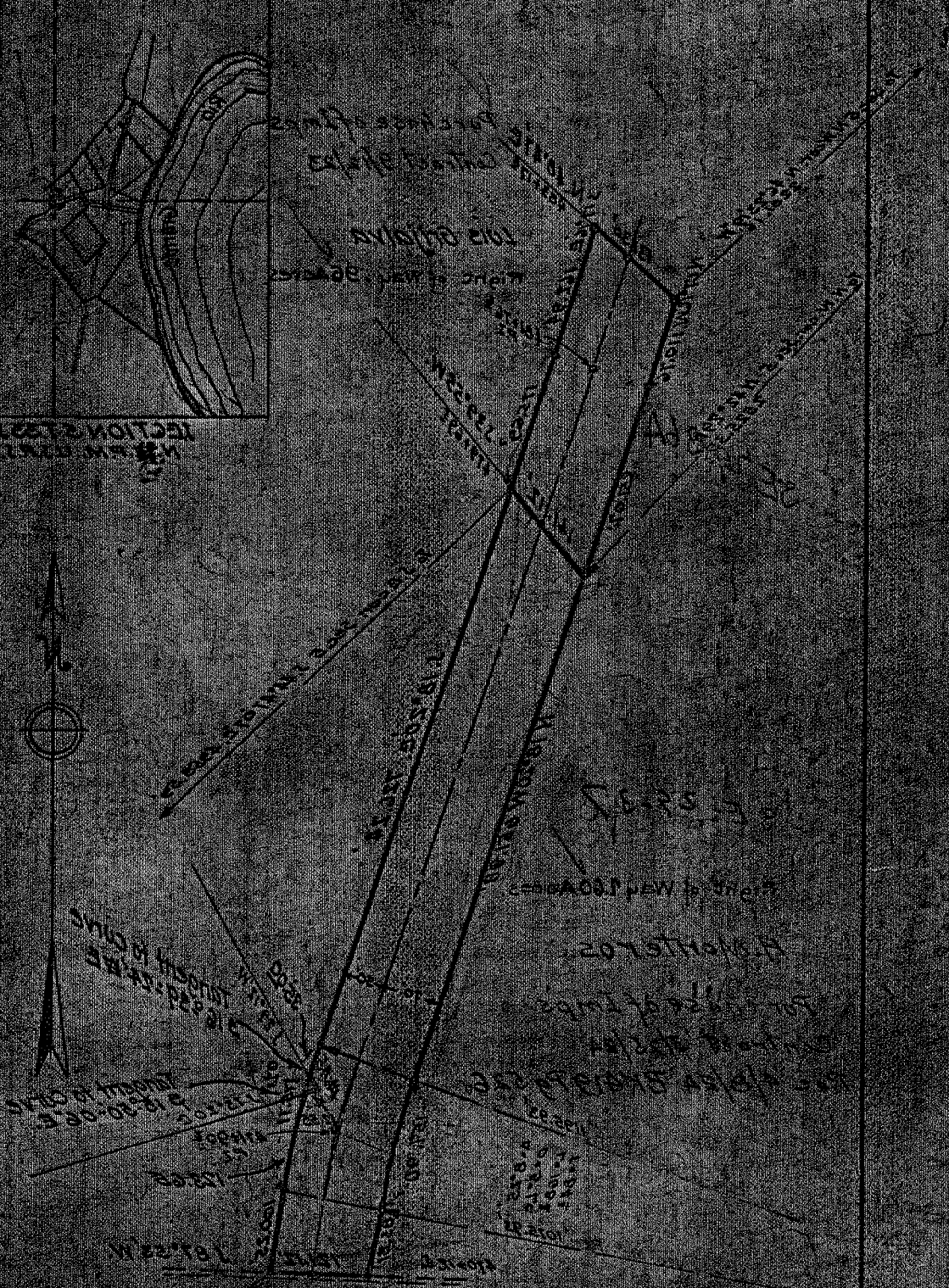
(Signed) **W. D. Greet**  
Clerk County Court, El Paso County, Texas.

By (Signed) **Maxine Moran**, Deputy.





SECTIONAL VIEW  
 OF THE AREA



UNIT 1	...
UNIT 2	...
UNIT 3	...
UNIT 4	...
UNIT 5	...
UNIT 6	...
UNIT 7	...
UNIT 8	...
UNIT 9	...
UNIT 10	...