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Form 4-523 Form approved by the Secretary of the Interior September 13, 1915 (Reprint July, 1923)

The endlument form for record in Book 419 at Page 576. CONTRACT (Disbursement)

DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION .

Rio Grande IRRIGATION PROJECT New Mexico-Texas

imrah es This Agreement, made , 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 Project Manager, Bureau of Reclamation, thereunto duly authorized, MANAXIA NEGARGAZ ENGENERAL AND AND

Amado Montoro and Maria Hontero, hie wife,

Committee of the Control of the Cont

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

Witnesseth: The parties covenant and agree that—

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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.

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) mile West of the town of San Elizario, Texas, in the Southeast quarter of the Southwest quarter (SE1NE1) and the Northeast quarter of the Southwest quarter (NE1SE1) 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: 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 hundred forty-seven (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 thirtythe curve at which point bearing South sixteen (16) degrees thirtynine (39) minutes twenty-four (24) seconds Bast; thence South

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twenty-nine (29) degrees twelve (12) minutes West fourteen and forty-five hundredths (14.45) feet; thence South seventy-three (75) 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 whist 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-five (55) 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 (29) 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 (260.00)

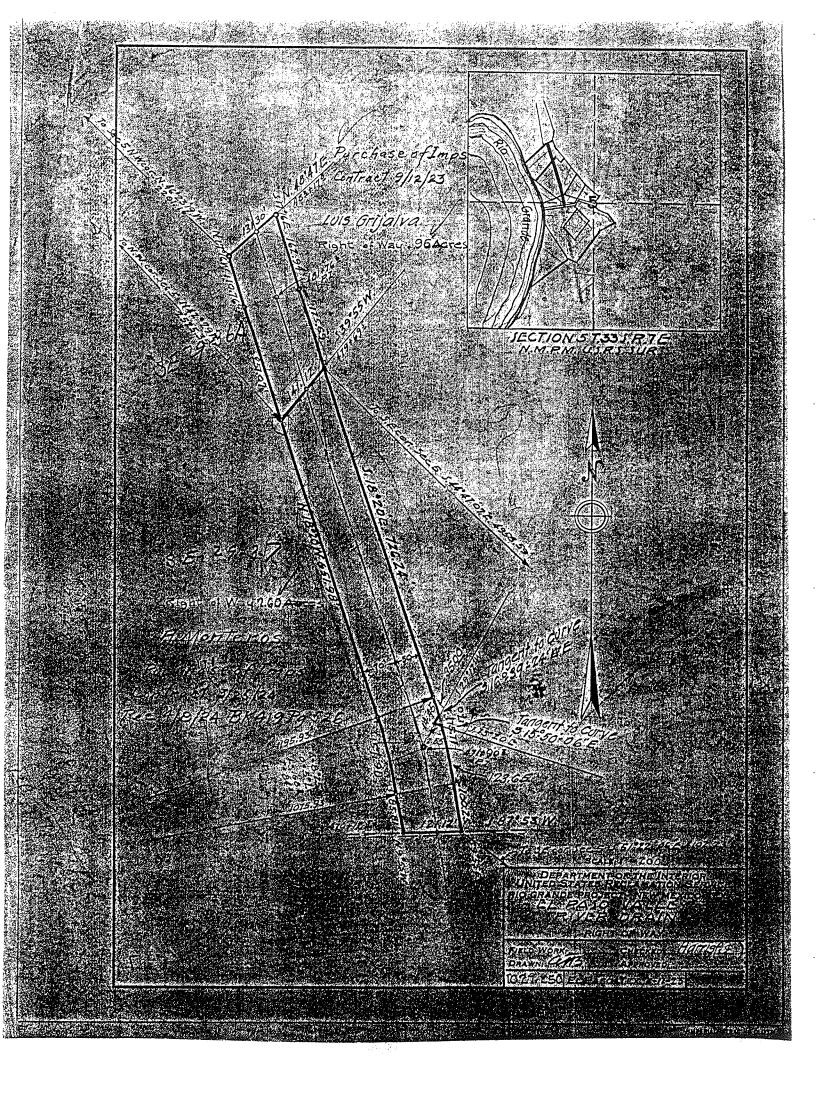
 Dollars, upon Government voucher, by Treasury warrant, or disbursing officer's check, as full purchase price of said improvements and as full payment for all damages by reason of the matters and things herein stated.
- 5. In addition to the consideration named in paragraph 4 hereof, there will be constructed 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 evid-snees 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 passession of said strip of land, together with the improvements thereon, without any claim for damage or compensation other than as herein provided.

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 annulathe 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 contract or 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.

HORACA CONTRACTOR



This instrument filed for record in Book 419 at Page 526 CONTRACT

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that the confidence is uside contain BUREAU OF RECLAMATION of the process to appropriate the major room

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the contract little or consideration of such commission, percentage, brokerage, or contin-This. Agreement, made 1886 at 1986 at 1986, 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 and

WITNESSETH: The parties covenant and agree that—

S. 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 whatspever 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 treet of land approximately one-quarter (1) mile west of the town of San Elisario, Texas, in the Southeast quarter of the Southwest quarter (SH NW) and the Northeast quarter of the Southwest quarter (SH NW) and the Northeast quarter of the Southwest quarter (NE SE) of Section five (5). Township thirty-three (53) South, Range seven (7) East, Bureau of Reclamation curvey, being also in the San Elisario Grant, and more particularly described as follows:

Beginning at a point on the Northwesterly property line of

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Beginning at a point on the Morthwesterly 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-sight and fifty-nine bundred the (4958.59) feet; thence South eighteen (18) degrees twenty (80) minutes East seven hundred twenty-six and twenty-four hundredthe (726.24) feet; thence to the right along a one thousand one hundred minety-five and ninety-three hundredthe (1195.93) foot radius curve a distance of thirty-five (85.0) feet to a point, the tangent to the curve at which point bearing Sauth sixteen (16) degrees thirty-nine (29) minutes twenty-four (24) seconds East; thence South 'Strike out clause regarding approval of supervisory officer if not applicable.

twenty-nine (29) degrees twelve (12) minutes West fourteen and forty-five hundredths (14.45) feet; thence South seventy-three (75) 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 (85.81) 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.

- 7. 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 (260.00)

 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.

Horand in consideration of the intuitive port	ormance of this contract, the Contractor shall be paid
Annual design with the rest of a respect of company of the control	should be signed to lok in the usual mapner and as written in the
S. A conflictional miles and of the confpany that can officer a configuration. If the configuration has no sent of carbitrary should	rither) . The algusture should be in the items of the signification, and the conserate scaleshould be ullined: spening the contract is authorized to do so should accompany the size that fact. Such certificate of authority ones illed will not be take in which it was famished, with statement that it is still be take in which it was famished, with statement that it is still be take in which it was famished, with statement that it is still be taken.
No interest in this agreement shall be trainy such transfer shall cause annulment of the conjugate of action however for breach of this contract	insferred by the contractor to any other party, and attract so far as the United States is concerned; all t are reserved to the United States, as provided by
ection 3737, Kovised Statutes of this contract no ner	rson shall be employed who is undergoing a sentence unicipal, territorial, or State court having criminal
nent or either before or after he has qualified and du or employee of the Government, shall be admitted or to any benefit to arise thereupon. Nothing, how to any incorporated company, where such contract on corporation or company, as provided in section 116	Resident Commissioner, after his election or appointuring his continuance in office, and no officer, agent, to any share or part of this contract or agreement, ever, herein contained shall be construed to extend or agreement is made for the general benefit of such 6 of the act of Congress approved March 4, 1909 (35)
	ned their names the day and year first above written.
	THE UNITED STATES OF AMERICA,
and the state of t	in and a specific distribution of the second construction of the second con
Br Brechta this affidavit only on the copy list the Ret	mus (1986) niprot eff. 193 Tangou
BY.	Project Manager , Bureau of Reclamation.
	그 시간 :
Iltnesses to markstussion exhibs	Amado Montero 11.
Arculeno Mertinos	Maria Montero True Light
Projects Macs	Vandor Contractor:
Subscribed and swi	orn to before mo at
	* BA
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required by the statute in such case made and pro	P.O. Address
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person or persons; and that the papers accompany	or to any other
advantage corruptly to the and	or to any other
advantage corruptly to the and	ad astage to march, or allowing any such benefit or

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

(Date)

6-6024

El Paso, Texas, Warch 28, 1924.

The County Clerk,

M. Paso, Texas.

Dear Size

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

Very truly years.

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one l

POSSESSORY CERTIFICATE

I. Geo. W. Hoadley, Assistant Engineer, Eureau of
Reclemation, hereby certify that I have personally examined
the land sought to be acquired by the United States from
Amado Montero and Haria Montero, his wife, in the Skingi and
the Kkingi of Section 5. Township 53 South, Range ? Rant.
Eureau of Reclemation survey, El Paso County, Texas, for the
Rio Grande Project, and that the said proposes 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.

Sec. 7. Reedley Sectowark Englishers

El Paso, Texas, March 26, 1924,

CERTIFICATE AS TO TIME

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

A tract of land containing 2.6 acres, more or less, in the SELEW: and the SELEW: of Section 5, Township 58 South, Range 7 East, Sureau 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 exemination of the tax and title records of El Fase County, Ferns, and find that the said Vendors, who are the reguled owners, are the school owners, and that there are no unpaid terms, insattaffed an mortgages, or other liens optstanding against the said land.

37 F. 2024 (1992)

El Paso, Texas, March 26, 1924,

CERTIFICATE

I HEREBY CERTIFY that the land described in the agreement dated March 25, 1924, with Amado Hontero and Maria Montero, his wife, is required for purposes authorized by the Act of June 17, 1902 (52 Stat., 588), namely, as right of way for the River Brain, a part of the Rip Grande Project; that the consideration to be paid thereunder, 260,00, is reasonable and the lowest that could be obtained, and I recommend that the contract be approved.

Lo R. Laveon Project Managers

El Paso, Texas, March 26, 1924.

DEPARTMENT OF THE INTERIOR

6. The office in which the UNITED STATES RECTAMATION SERVICE oxided.

in advance, giving dates, stating whether a telegram or letter, and from and to whom

5. Reference should be made to previous correspondence of importance, especially if form of contract was approved RiouGrandered Projectane El Paso, Texas, March 26, 1924.

A With every contract submitted involving an expenditure the authority number (Form 7-681) or clearing account to which charges Filebic Asic Outland of a special matter of the special matter of the special matter of the special matter of information relative to the contract too long to write on this form 1-681, or clearing account to probable xreatinities or contract too long to write on the grant part of the special matter or information relative to the contract too long to write on this form should be set out in a statement or with the contract too long to write on this form should be set out in a statement or write in the contract too long to write on this form should be set out in a statement or write in the contract too long to write on this form should be set out in a statement or write in the contract too long to write on this form should be set out in a statement or write with the contract too long to write on this form should be set out in a statement or write with the contract too long to write on this form should be set out in a statement or write with the contract too long to write on this form should be set out in a statement or write with the contract too long to write on this form should be set out in a statement or write write or independent or write write or independent or write write or independent or write write write or independent or write wri

th 1030 Amado Montero and Maria Montero, his wife

Earimstred amonthe involved the boots of by the district course, whithoughthe los of 249224. For the project manager, who will handle the contract as provided in paragraph 5 of C. L. 969, as amended by C. L. 989, (InsertW.res., tot., No., (pond) ounsel appro No. | pond set as to form, execution, and legal sufficiency, he will indone such a company to a property of the contract. The original CLes Line No. Pineer's, and

Exchoracions copy, (Larchase of judiconements, ou (Stlemaches of ylange Laurege should accompany the contract when transmitted to the district counsel, original and three (3) copies (4 in all) of this form. for canal purposes by stock-subscription contract with water cusers association. Land required for River Drain. . Amount of \$60.00 kd s for eropuofualfalfauon the 2.6 facres of land. Land the farm obridge 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 compiled with.

Inclosures as follows:

Original and 4 copies of contract certificate of recommendation 17 Ħ 2 possessory certificate 3 f.1.t. " certificate as to title 3 blueprints

Manager

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

The above-described contract and bond, if any, approved as to form, execution, and legal sufficiency by Joseph N. Beardslee

on March 26, 1924 District Counsel,

Inclosures as follows returned to Project Manager:

(Same as above, except original contract retained for recordation) 6---6365

Remarks:

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,

Witnessess to marks
Witnessess to marks
Seo W. Hoadley

areulowo martine

Maria Monters

THE STATE OF TEXAS			and the second s
COUNTY OF EL PASO.	BEFORE ME,	Geo. V. Houll	
Witnesses at Annager of	Pablio	in and for El Pas	o County, Texas, on this day
personally appearedAnado Mon	tero and ilar	la Houtero, his	
WITNESS hand of			The second of th
heirs and assigns, Against every ferson:	known to n	is to be the person	whose name who persol.
subscribed to the foregoing instrument	ملميوها لطويط ومكاهدته بدرجو درر ووادر والمراد ومراكب أوارومك	na ta ta ta ta na tanàna mang magampana and mana an a diamang bangsa and a standard and a standa	and the second s
poses and consideration therein express	ed.		
Given under my hand and seal of	office, this 🎉		
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TO HAVE AND TO HOLD the above	i described fathse n.		Learnighe the rights and of-
THE STATE OF TEXAS.			
COUNTY OF EL PASO.]		1016 me,	b. V. Hootley,
en periode de la companya de la comp La companya de la companya dela companya de la companya del companya de la companya de la companya de la companya del companya de la companya del companya del companya de la companya de la companya de la companya del companya del companya de la companya del compan	a lictury D		in and for
El Paso County, Texas, on this day pers	onally appeared	ECTS EDITOR	wife_of
Amelia Kontera	and the second s		rson whose name is subscribed
to the foregoing instrument, and having			
the same by me fully explained to her, s	erica y rana singular da rata kanana (h. 1909) iliyo iliya iliya bayan na	e kanala di Persana di Karamatan persana kangan kanang kanang kangan kang di kanang Panagan di Karamatan Salam	Adaption Care and an action are producted as a characteristic of the contraction of the c
ment to be her act and deed, and declar		and the same of	for the purposes and consid-
eration therein expressed, and that she of Given under my hand and seal of o	The same of the sa	and the first term of any of an experience of the second s	A. D. 19.
Given under my name and sear of o	(1, 1,000, 1,11,000)	Gob. **	
(2342)	/	Hot	ery Rullle in ma for
	7/490		
THE STATE OF TEXAS.	and the second of the second o		
COUNTY OF EL PASO.		W 2) Green	Clerk of the Count,
Court of said County, do hereby certify	that the above instr	ument of writing, date	d on the jump 25 carries or
day of Man, A.D. I	9 <mark>24</mark> with its gert	ificate of authenticatio	n, was filed for record in my
대로로 시 시 집 :	400 - T 14 M. I 15 M 15 M 20 M	<u> </u>	024, at 906 o'clock GM
σ	7	(1111) 10 -	nii no9 D
and duly recorded the			029, at 2 _ o'clock_I_M
in the records of said County, in Volum	me <u>41.9</u> on	Pagex 526	State of the state
	me <u>41.9</u> on	Pagex 526	State of the state
in the records of said County, in Volum	me <u>41.9</u> on	Page 526 of said County, at office	State of the state
in the records of said County, in Volume Witness my hand and the seal of	me <u>41.9</u> on	Page 526 of said County, at office Ligner 1.	e El Paso, Texas, the day and

THE STATE OF	į.	The same State State	to a second	
COUNTY OF EL		E, Ges. T. N	onerak*	
personally appeared	a Notary Public Amado Montero and !		El Paso County, Texa	as, on this day
· · · · · · · · · · · · · · · · · · ·		· .	son whose name	
subscribed to the foreg	oing instrument, and acknowl therein expressed.	edged to me that 🖭	hed executed the san	ie for the pur-
	and and scal of office, this	Qco. V.	Hoodley	ul. D., 19
(SEAL)			Fublic in and i so County, Text	
THE STATE OF	}	• •	ander at the second at the sec	
COUNTY OF E			Geo. V. Head]	-9 ₹ a
		y Public		in and for
	on this day personally appeared			
to the foregoing instruction the same by me fully ex- ment to be her act and eration therein expresse	enent, and having been examinate plained to ker, she, the said deed, and declared that she had, and that she did not wish to and and seal of office, this	ed by me privily and """ """ """ """ """ """ """	apart from her husban acknowledge e same for the purpos	id, and having
(LAKS)		36.7	Hotary Public Page County.	in end for
THE STATE OF	}	1 WD4	reef Clerk	of the Count,
office this 2.	o hereby certify that the above A. D. 19.24 with its day of day of day of. County, in Volume 4/9	certificate of author	ntication, was filed for 1. D. 1924, at 906 1. D. 1924, at 204	record in my
Witness my hand year last above veritten.	and the seal of the County Co	(Ligned) Clerk Co	at office El Paso, Texo Moreet unty Court, El Paso (Maxime More	County, Texas.

