

780 BROWN, S. R.

EASEMENT

034
CLINT LATERAL

0023-0081-0014-00

15-(14) Texas

780

See Carr File 380 for related Correspondence

~~49325~~

51909

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
RIO GRANDE PROJECT

Contract and Grant of Right of Way Easement

THIS CONTRACT, made this 21st day of October 19 58, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, particularly pursuant to the Act of Congress approved August 4, 1939 (43 U.S.C. 485), between the UNITED STATES OF AMERICA, and its assigns, hereinafter styled the United States, and S.R. BROWN, a single man, resident in Silent Valley, Rustenburg District, Transvaal, South Africa, his heirs, executors, administrators, successors, and assigns, hereinafter referred to as Grantor;

WITNESSETH:

The following grant and mutual covenants by and between the parties:

2. For the consideration hereinafter expressed, 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 piece or parcel of land situate, lying, and being in Block 24, Tract 8, of the San Elizario Grant according to the survey thereof approved by the Commissioner's Court of the County of El Paso on January 13, 1930, in the County of El Paso, State of Texas, in the United States of America and more particularly described in Schedule A, attached hereto and made a part 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 purposes which will not, in the opinion of the officer in charge of the Rio Grande Project, interfere with the easement herein granted to the United States, and in connection with any such 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, including damages to the United States' structures on said right of way in its use thereof as contemplated under the terms of this contract.

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, for himself, his heirs, executors, administrators, successors, and assigns, does hereby covenant that, at the delivery of this easement, he is lawfully seized, in his own right of an absolute and indefeasible estate of 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, his heirs, executors, administrators, successors, and assigns, 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 a 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, his heirs, executors, administrators, and assigns.

8. As consideration for the grant of easement herein, the United States agrees to replace, at the expense of the United States, an existing timber bridge at Station 48+44 of the Clint Lateral with a 72-inch corrugated metal pipe culvert. The said replacement shall be accomplished when the United States has satisfied itself that the grantor herein has a good and marketable title to said property, 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 thereof from the Grantor.

9. 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.

UNITED STATES OF AMERICA

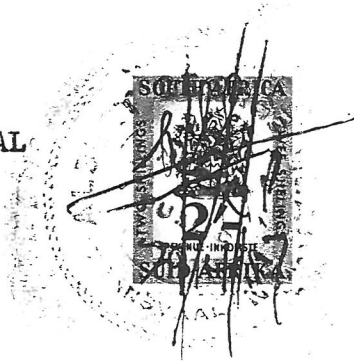
By *Robert W. Jennings*
Robert W. Jennings
REGIONAL DIRECTOR

S. R. Brown
S. R. Brown

Before me *Albert George Eldwin* a *Notary Public*
of Krugersdorp, Transvaal, South Africa.
in and for *the Province of Transvaal, South Africa*
on this day personally appeared S. R. Brown, a single man, 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 purpose and consideration therein expressed.

Given under my hand and seal of office, this *29th* day of *April*, 195*7*.

SEAL



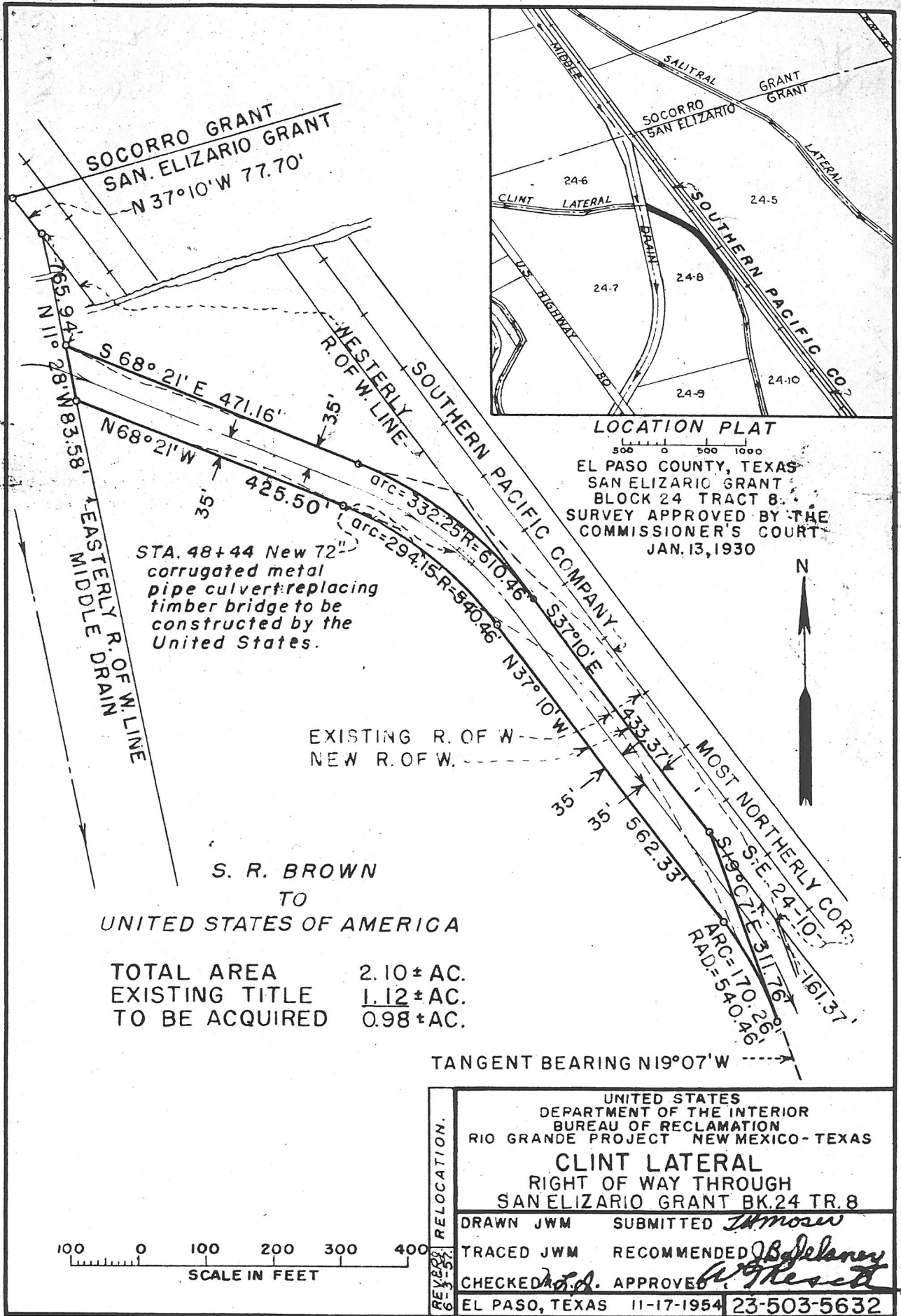
A. G. Eldwin
Notary Public.

SCHEDULE A

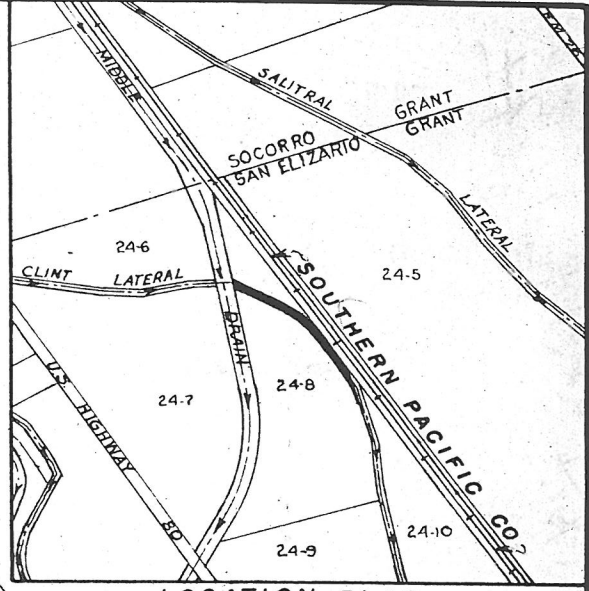
A piece or parcel of land situate, lying, and being in the County of El Paso, State of Texas and being a part of Tract eight (8) Block twenty-four (24) of the survey of the San Elizario Grant approved by the Commissioner's Court of the County of El Paso on January 13, 1930 and more particularly described as follows, to wit;

BEGINNING at a point in the easterly right of way line of the United States Bureau of Reclamation's Middle Drain whence a point on the westerly right of way line of the Southern Pacific Company where it is intersected by the line common to the Socorro and San Elizario Grants bears north eleven (11) degrees twenty-eight (28) minutes west seven hundred sixty-five and ninety-four hundredths (765.94) feet and north thirty-seven (37) degrees ten (10) minutes west seventy-seven and seventy hundredths (77.70) feet distant for the northwest corner hereof; thence south sixty-eight (68) degrees twenty-one (21) minutes east four hundred seventy-one and sixteen hundredths (471.16) feet to the beginning of a circular curve to the right; thence following said circular curve to the right whose radius is six hundred ten and forty-six hundredths (610.46) feet an arc distance of three hundred thirty-two and twenty-five hundredths (332.25) feet to the end thereof, a point in the westerly right of way line of the Southern Pacific Company; thence following said westerly right of way line of the Southern Pacific Company south thirty-seven (37) degrees ten (10) minutes east four hundred thirty-three and thirty-seven hundredths (433.37) feet to a point whence the most northerly corner of Tract ten (10) of Block twenty-four (24) of the before-mentioned survey of the San Elizario Grant bears south thirty-seven (37) degrees ten (10) minutes east one hundred sixty-one and thirty-seven hundredths (161.37) feet distant; thence south nineteen (19) degrees seven (07) minutes east three hundred eleven and seventy-six hundredths (311.76) feet to the most southerly corner hereof a point in the westerly right of way line of the United States Bureau of Reclamation's Clint Lateral at a point on a circular curve to the left where the tangent to said curve bears north nineteen (19) degrees seven (07) minutes west; thence following said circular curve to the left whose radius is five hundred forty and forty-six hundredths (540.46) feet an arc distance of one hundred seventy and twenty-six hundredths (170.26) feet to the end thereof, thence north thirty-seven (37) degrees ten (10) minutes west five hundred sixty-two and thirty-three hundredths (562.33) feet, parallel to and distant seventy and no hundredths (70.00) feet at right angles from the westerly right of way line of the Southern Pacific Company, to the beginning of a circular curve to the left; thence following said circular curve to the left whose radius is five hundred forty and forty-six hundredths (540.46) feet an arc distance of two hundred ninety-four and fifteen hundredths (294.15) feet to the end thereof; thence north sixty-eight (68)

degrees twenty-one (21) minutes west four hundred twenty-five and fifty hundredths (425.50) feet to a point in the easterly right of way line of the United States Bureau of Reclamation's Middle Drain; thence following the said easterly right of way line of the United States Bureau of Reclamation's Middle Drain north eleven (11) degrees twenty-eight (28) minutes west eighty-three and fifty-eight hundredths (83.58) feet to the place of beginning containing two and ten hundredths (2.10) acres of land more or less, of which one and twelve hundredths (1.12) acres more or less are presently occupied by the United States Bureau of Reclamation's Clint Lateral, all as shown on drawing 23-503-5632 as revised June 3, 1957 attached hereto and made a part hereof.



SOCORRO GRANT
SAN. ELIZARIO GRANT
N 37° 10' W 77.70'



LOCATION PLAT

500 0 500 1000
EL PASO COUNTY, TEXAS
SAN ELIZARIO GRANT
BLOCK 24 TRACT 8
SURVEY APPROVED BY THE
COMMISSIONER'S COURT
JAN. 13, 1930

STA. 48+44 New 72"
corrugated metal
pipe culvert replacing
timber bridge to be
constructed by the
United States.

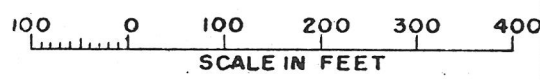
WESTERLY R. OF W. LINE
EASTERLY R. OF W. LINE
MIDDLE DRAIN

EXISTING R. OF W.
NEW R. OF W.

S. R. BROWN
TO
UNITED STATES OF AMERICA

TOTAL AREA 2.10 ± AC.
EXISTING TITLE 1.12 ± AC.
TO BE ACQUIRED 0.98 ± AC.

TANGENT BEARING N 19° 07' W



REVISIONS 6-3-57	UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION RIO GRANDE PROJECT NEW MEXICO-TEXAS	
	CLINT LATERAL RIGHT OF WAY THROUGH SAN ELIZARIO GRANT BK. 24 TR. 8	
	DRAWN JWM	SUBMITTED <i>J. Mosen</i>
	TRACED JWM	RECOMMENDED <i>B. Belaney</i>
CHECKED <i>J. A. A.</i>	APPROVED <i>A. Thesett</i>	
EL PASO, TEXAS 11-17-1954		23-503-5632

CERTIFICATE OF INSPECTION AND POSSESSION

I, Alfred L. Hulbert, Supervisory Engineering Aid, Ysleta Branch, Rio Grande Project, Bureau of Reclamation, of the Department of the Interior, hereby certify that on the 7th day of October, 1958, I made a personal examination and inspection of that certain tract or parcel of land situated in the County of El Paso, State of Texas, and shown on Drawing No. 23-503-5632 attached hereto and made a part hereof, containing ninety-eight hundredths (0.98) acre of land, more or less, proposed to be acquired by the United States of America in connection with the Rio Grande Project, from S. R. Brown, a single man, a resident of Transvaal, South Africa.

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 careful inquiry of S. Y. Wilson, agent of the above named vendor, and ascertained that nothing had been done on or about said premises within the past 12 months that would entitle any person to a lien upon said premises for work performed or materials furnished.

2. That I also made inquiry of the agent of the above named vendor as to the vendor's rights of possession and the rights of possession of any person or persons known to him, 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 vendor or the United States of America.

3. That I was informed by the agent of the above named vendor that to the best of his 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, manufacturing or other purposes, except those that vest in the land as a result of the formation and administration of the El Paso County Water Improvement District No. 1, and the construction by the United States of the irrigation and drainage facilities of the Rio Grande Project, nor any ditches or canals constructed by or being used thereon under the authority of the United States, excepting the

Clint Lateral, an irrigation facility of the Rio Grande Project; 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 such premises are now occupied in part by the Clint Lateral, an irrigation facility of the Rio Grande Project and in part by S. R. Brown.

Cefero L. Schubert

Dated this 8th day of October, 1958.

Approved:

Robert W. Jennings
REGIONAL DIRECTOR

CERTIFICATE

I, Gertrude Attaway, Engineering Draftsman, Rio Grande Project, Bureau of Reclamation, do hereby certify that I searched the proper records of the County of El Paso, State of Texas, on this 9 day of October, 1958, to determine the true ownership of the land known as San Elizario Grant, Block 24, Tract 8, according to the survey thereof approved by the Commissioner's Court of the County of El Paso on the 13th day of January, 1930 A.D. Said search determines that one S. R. Brown, a single man, resident of Transvaal, South Africa, is the owner of record of said property, and that he holds the same in fee simple, free of all encumbrances or liens of any character whatsoever.

IN WITNESS WHEREOF I have hereunto set my hand this 9 day of October, 1958.

Gertrude Attaway
Gertrude Attaway

Original Easement

THM/emd

380.—

JAm

December 3, 1958

To: Chief, Ysleta Irrigation Field Branch
From: Project Manager
Subject: Acquisition of right of way for the Clint Lateral

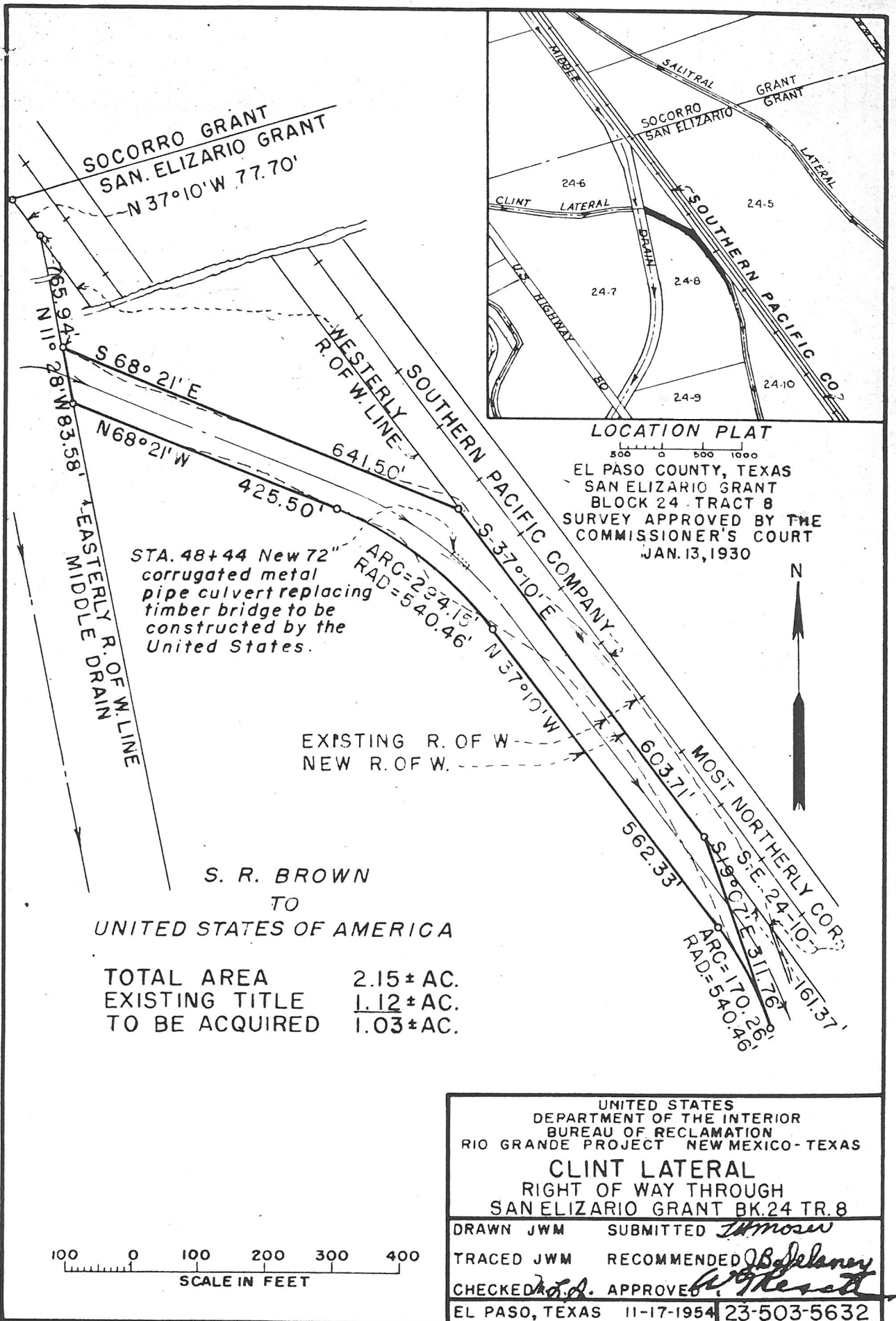
Attached is the duplicate original and one conformed copy of a Contract and Grant of Right of Way Easement whereby Mr. S. R. Brown has granted right of way to the United States for the relocation of a portion of the Clint Lateral. This contract has been executed and properly recorded in the deed records of El Paso County.

Please deliver the duplicate original of the contract to Mr. S. Y. Wilson. I suggest when you do this that you explain to Mr. Wilson the status of this work and that it is planned to make this relocation this winter. Also, at this time the timber farm bridge across the lateral will be replaced with a pipe culvert.

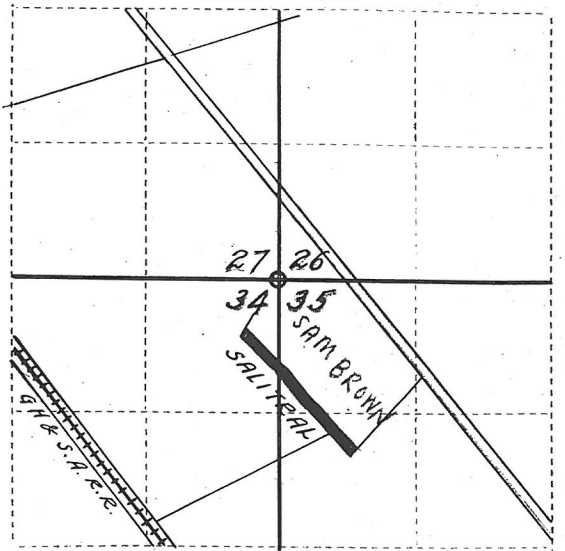
Mr. Wilson also has indicated that he wishes to cross the new location with a water line. Please obtain the location - probably would be best to carry it across culvert if possible.

W. F. Resch

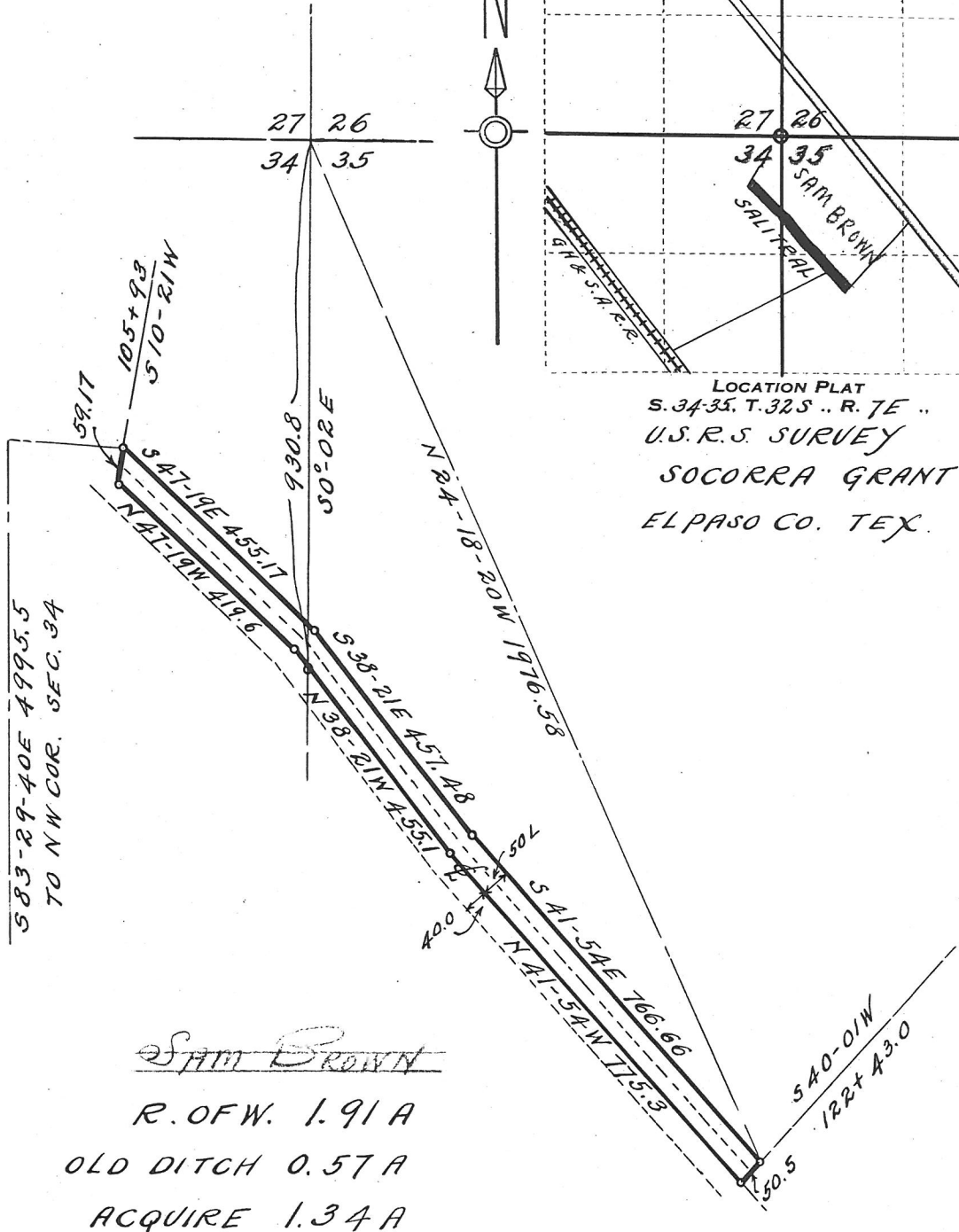
Enclosures 2



SCALE: 1" = 2000'



LOCATION PLAT
S. 34-35, T. 32S .. R. 7E ..
U.S.R.S. SURVEY
SOCORRA GRANT
EL PASO CO. TEX.



583-29-40E 4995.5
TO NW COR. SEC. 34

SAM BROWN

R. OF W. 1.91 A
OLD DITCH 0.57 A
ACQUIRE 1.34 A

REC
11/26/58
Book 1434 Page 249

SCALE: 1" = 300'

DEPARTMENT OF THE INTERIOR. UNITED STATES RECLAMATION SERVICE. RIO GRANDE PROJECT- NEW MEXICO-TEXAS EL PASO VALLEY SALITRAL LATERAL RIGHT OF WAY	
FIELD WORK:	CHECKED:
DRAWN: C.G.	APPROVED:
146042 EL PASO, TEX.	DEC 1921

S U P P L E M E N T A L N O T I C E

I, John W. Mathews, Office Engineer, Bureau of Reclamation, do hereby certify that I searched the proper records of the County of El Paso, State of Texas, on this 3rd day of December, 1958, and determined that there has been no change in the status of the ownership since October 9, 1958 of the tract of land owned by S. R. Brown known as San Elizario Grant, Block 24, Tract 8, according to the survey thereof approved by the Commissioners Court of the County of El Paso on the 13th day of January, 1930 A.D.

John W. Mathews



UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR
FIELD SOLICITOR
P. O. BOX 1609
211 OLD POST OFFICE BUILDING
AMARILLO, TEXAS
October 17, 1958

5-156
Rrgp-950

Memorandum

To: Regional Director, Reclamation, Amarillo, Texas

From: Field Solicitor

Subject: Acquisition of easement for Clint Lateral relocation from
S. R. Brown - Rio Grande Project

This is with reference to Contract and Grant of Right of Way Easement forwarded by the Project Manager, Rio Grande Project, with his letter of October 13, 1958, subject essentially as above.

The Contract and Grant of Right of Way Easement referenced above is approved as to form and legal sufficiency, and, in my opinion, it is advisable for the United States, without further assurance of title, to accept and record the instrument, and utilize the right of way for the purpose indicated, subject to a supplemental record examination disclosing no change in title to the concerned lands from October 9, 1958 to the time of recording the Contract and Grant of Right of Way Easement.

Frederic K. Gray

Amarillo, Texas, October 21, 1958.

The Contract and Grant of Right of Way Easement has been dated and executed, and the Certificate of Inspection and Possession approved. Both, together with the Certificate of Title, are returned to the Project Manager who will record the Contract and Grant of Right of Way Easement and continue the examination of the county records up to date of recording.

Robert W. Jennings

Regional Director

El Paso, Texas, Dec. 3 1958.

The Contract and Grant of Right of Way Easement has been recorded. The supplemental examination of county records disclosed no change in ownership from October 9, 1958 to the date of recordation. The originals of the Contract and Grant of Right of Way Easement, Certificate of Inspection and Possession, and Certificate of Title are retained in the files of the Rio Grande Project.

W. H. Rusk

Project Manager

S. R. Brown

380.-

THM/emc

JAW

October 13, 1958

To: Regional Director
Attention: 5-400 and 5-150

From: Project Manager

Subject: Acquisition of right of Way - Clint Lateral--Rio Grande Project

Your letter of January 28, 1955, approved, for legal sufficiency, a form of contract and grant of right of way easement for the acquisition of land from Mr. S. R. Brown for the relocation of a portion of the Clint Lateral. The present lateral at this location is in close proximity to the main line track of the Texas and New Orleans Railroad, a subsidiary of the Southern Pacific Company, with the left toe of slope as close as 10 feet from the center line of the track.

The principal delay in having the subject contract signed by the landowner resulted from the time required to work out the details of an agreement with the railroad for cooperating in the relocation. The form of this proposed agreement was approved by your office by letter of January 11, 1957, subject: Review of proposed contract with Texas and New Orleans Railroad. Under the terms of this agreement, the railroad will stand the cost of the relocation; however, the Project is obligated to obtain the right of way for the relocation.

As a consideration for the grant of easement, the Project has agreed to replace a farm bridge on Mr. Brown's property with a corrugated metal culvert; however, the railroad has agreed to contribute toward the cost of this structure, so that the obligation of the Project is no greater than the estimated cost of replacing the bridge in kind. The present bridge is now in need of replacement.

The total estimated cost of the culvert is \$1,350. The railroad will furnish the pipe, valued at approximately \$350, plus \$300 in cash, leaving an estimated expense to the Project of \$700. An appraisal of the land to be acquired is about \$1,000 per acre or \$980 for 0.98 acre.

The easement form has been signed by Mr. Brown and is transmitted herewith in triplicate for execution in accordance with your January 28, 1955 letter. Please return the original and duplicate original of the contract, retaining the conformed copy for your files. Upon receipt of the executed contract, it will be recorded in El Paso County records and the duplicate original will be sent to the grantor.

Also transmitted is a Certificate of Title and a Certificate of Inspection and Possession for this property. Inasmuch as a search of the County records by personnel of this office indicates that Mr. Brown has a good and marketable title, free of all encumbrances or liens including taxes, it is requested that any requirement for additional title evidence in the form of title insurance or an abstract of title be waived.

W. F. Resch

In duplicate

Enclosures

Copy to: Field Solicitor (w/o encls)

380.1 THN/end
JAW

October 3, 1958

To: Chief, Ysleta Irrigation Field Branch
From: Project Manager
Subject: Acquisition of Right-of-Way Easement from S. R. Brown

Attached is a revised form of Certificate of Inspection and Possession covering acquisition of right-of-way from S. R. Brown for the relocation of the Clint Lateral.

Please have Mr. Hulbert make an inspection and complete the form and return it to this office.

W. F. Resch

Enclosure

June 6, 1957

To: Chief, Ysleta Field Irrigation Branch
From: Project Manager
Subject: Contract and Grant of Right-of-Way Easement - S. R. Brown to the United States.

Enclosed are the proposed original and duplicate original contract between Mr. S. R. Brown and the United States relative to acquisition of right-of-way for the Clint Lateral relocation. You will note that Mr. Brown has already signed both copies of the contract.

Still attached to each copy of the contract is the original Schedule A (Dwg. 23-503-5632 together with a written legal description).

Also enclosed, in triplicate, are revisions of Schedule A (Dwg. 23-503-5632, revised 6-3-57, and a revised legal description).

You are requested to personally deliver the above mentioned documents to Mr. S. Y. Wilson and explain in detail what changes have been made to overcome his objections to the original easement.

If Mr. Wilson is satisfied with the changes as reflected in the revised schedule A, he should then forward both copies of the contract, together with the revisions of Schedule A, to Mr. Brown for his consideration.

If Mr. Brown concurs in the revision then the amended Schedule A should be substituted for the original Schedule A, and both copies of the contract returned to the Project Office.

W. F. Resch

Enclosures 5

5-16-57
JHM

Culvert for SR Brown -

Original estimate	\$ 1350	
Bureau's share	- <u>700</u>	(Cost of substructure of bridge)
RR's share	650	

Total cost of culvert (revised estimate 5-23-56)

Cost pipe (72" x 18') = \$ 350

Adwalls 605

Floor 100

1055

Overhead on USBR work - 25% x 705 = 175

\$ 1230

Add 10% contingency 120

\$ 1350

RR share 350 + 300 = 650

USBR share = 700

1350

Value of Land to be acquired 1.03 @ \$1000/Ac = \$1030.

380.-

JHm

May 16, 1957

To: Chief, Ysleta Irrigation Field Branch

From: Project Manager

Subject: Acquisition of Right-of-Way Easement - S. R. Brown

Attached in duplicate is a Certificate of Inspection and Possession pertaining to the acquisition of right-of-way easement from S. R. Brown for the relocation of the Clint Lateral.

Please have these forms executed and return them to this office.

W. F. Resch

Enclosures

MAY 13 1957 280. -

S. B. Brown

S. Y. WILSON
3135 WHEELING STREET
EL PASO, TEXAS

EL PASO, TEXAS	
Route to:	Initials
Manager	<i>[initials]</i>
Asst. Mgr.	<i>[initials]</i>
Adm. Asst.	
Power	
Engr.	
Off. Engr.	
Programs	
Hydro.	
Pera.	
Finance	
Supply	
Safety	
Secretary	
File	
Copy to:	Date
Elephant Butte	
Las Cruces	
Yaleta	

May 11, 1957

Mr. T. H. Moser
Acting Project Manager
Bureau of Reclamation
211 U. S. Court House
El Paso, Texas

Dear Mr. Moser:

In compliance with your letter, I have obtained Mr. Brown's signature on the original and duplicate original Contract and Grant of Right of Way Easement.

You will find these documents inclosed and, in accordance with your letter, I will expect the duplicate original to be returned to me for Mr. Brown's files when duly executed by proper authorities.

Very truly yours,

[Signature]
S. Y. Wilson

SYW/c



S. R. Brown

THM/emd
380.-

December 27, 1956

Mr. S. Y. Wilson
3135 Wheeling Street
El Paso, Texas

Dear Sir:

There is attached, in triplicate, a contract and grant of right-of-way easement covering the relocation of a portion of the Clint Lateral on the property of Mr. S. R. Brown for whom you are acting as agent. Please send this proposed contract to Mr. Brown for his consideration and, if he approves, ask him to sign the original and one copy, having his name notarized as indicated on the contract. The third copy may be retained for reference until this contract is completed.

You will note that as a consideration for this grant of easement to the United States that the timber farm bridge across the Clint Lateral at Station 48+44 will be replaced with a 72-inch corrugated metal pipe culvert.

When Mr. Brown has returned the original and duplicate original, please send them to this office for execution on behalf of the Government whereupon the duplicate original will be returned for Mr. Brown's files.

Very truly yours,

T. H. Moser
Acting Project Manager

Enclosures 3

Ysleta
Blind to: Chief, ~~El Paso~~ Irrigation Field Branch



380.-
L R Brown

IN REPLY REFER TO:

Eng

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
RIO GRANDE PROJECT
211 U. S. COURT HOUSE
EL PASO, TEXAS

ADDRESS ALL COMMUNICATIONS
TO THE PROJECT MANAGER

February 3, 1955

Memorandum

To: Supervising Hydraulic Engineer
(J. W. Mathews)

Relative to the status of the Clint Lateral Right of Way
in the vicinity of Engineer's Station 50.

The Rio Grande Project obtained a quitclaim deed to this
lateral from the Clint Community Ditch. This deed is dated December
31, 1917, and is recorded in Deed Book 317 at page 38 of the records
of El Paso County.

The above deed is different from the usual community ditch
deed in that a definite alignment and right of way width (50 feet,
sealed) are given. However, the center line alignment is tied in
to the Bureau Section corners and not the present County Block and
Tract system.

The original alignment notes are indexed in our files as
being in book 223. To this date I have not located this book, either
in the records on the fifth floor or at Ysleta.

Field Book 541, page 21 and 22 shows the location of this
lateral as it existed in January 1924. The location is approximately
that of the deed mentioned above.

Field Book 572, page 1 shows a proposed relocation of a
portion of the Clint Lateral between stations 48 + 01.3 and 57 + 01.6.
It was proposed then to move the center line approximately 25 feet
south to take it off the railroad right of way.

The county plat books show a 50 foot right of way for this
section of the Clint Lateral with the center line on the southerly
right of way line of the Southern Pacific Company.

I have located a map titled "Official Map of the Upper Part
of the San Elizario Grant" and another of the lower part. Neither of

Deed Plat shows 25' on R/W.
Left R/W line 25' from center of track.
Left Loc of slope now within 11' of
center of track.
(Outlines sealed)

these two maps are dated nor do they show who made them. That they are old is evidenced by the fact that the Clint Ditch is named the "Acequia Madre del Bosque" and the Rio Grande also carries the name Rio Bravo del Norte. This map gives the names of the owners of the land now known as San Elizario Block 24, Tracts 5 and 8 as Gregorio Garcia, Jesus Arroyo, G. N. Garcia, and Gabrielo Domingus. There is no other mention along the railroad of Gregorio Garcia, Jesus Arroyo, or Gabrielo Domingus, although G. N. Garcia appears on a second piece of land lying across the railroad right of way at what is now Fabens.

Another map located was made in 1923 by Forrest E. Baker, Civil Engineer. This map shows the Clint Lateral in its approximate present location and labels the ditch with both names "Clint Ditch" and Acequia Madre del Bosque. This map shows the land as being owned by G. W. Cox and having been acquired from Lazaro Arroyo, Jesus Arroyo, G. N. Garcia and Sipriano Alderete.

Another map located is a general map of the Valley on a scale of 2" = 1 mile. This map indicates the Clint Lateral in its present location and was made by the Project in 1919.

There is the following certificate attached to the Clint Lateral Deed:

"I hereby certify that the community ditch, described in attached deed of December 31, 1917, from the Commissioners of the Clint Community Ditch, was constructed by voluntary association of landowners and that there is no deed of record conveying to the landowners an easement or right of way for said ditch, and that said ditch has been constructed and in existence for more than the statutory period of limitation, so that title by prescription has been acquired. And that said property is not subject to taxation under the laws of Texas and that neither the tax records nor other county records contain any instruments affording a basis of title; and that there are no liens against the property

El Paso, Texas
January 5, 1918

Asst. District Counsel

The original of the above certificate was transmitted with the deed and other papers to Washington for filing.

I also found the earthwork contract for the reconstruction of the Clint Lateral. It carries the Specifications No. 2-RG F.Y. 1922 and the bids thereon were opened January 3, 1922. The accompanying map no. 1842T is also available and gives a general location on a scale of 1" = 1 mile.

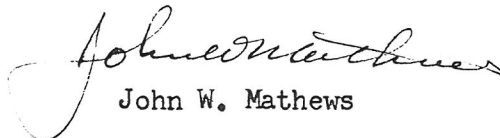
The county records were searched and no record of the Articles of Incorporation of the Clint Community Ditch were found.

It is my understanding that this is one of the ditches which existed while this area was part of the Republic of Mexico.

Two deeds to the Galveston, Harrisburg and San Antonio Railway Company were located in the county records covering the Right of Way for the railway in the area involved. One is from Jesus Arroyez and the other from Gregorio N. Garcia 2nd. They both contain a provision ^{requiring} ~~finding~~ the railroad to protect and preserve the irrigating ditches on said land. These deeds, are recorded as follows: Gregorio N. Garcia et ux to the G.H. & S.A. deed book 28 at page 86 recorded July 16, 1881.

Jesus Arroyez et ux to G.H. & S.A. deed book 28 at page 85 recorded February 26, 1881.

These deeds were recorded upon printed form sheets apparently furnished by the G.H. & S.A. Engineer's Stations given in the deeds do not agree with those in present use as the present station on M.P. 809 is 44244 / 72.4. I have inquired of Mr. Weatherly's office as to whether they can identify the stations given in the deeds but have had no answer. Copies of the deeds in question are attached hereto.


John W. Mathews

This Indenture, made the 23rd day of February in the year of our Lord One Thousand Eight Hundred and Eighty-One, between Jesus Arroyez of the Town of San Elizario, County of El Paso, and State of Texas, party of the First Part and The Galveston, Harrisburg and San Antonio Railway Company, a Corporation duly incorporated under the laws of the State of Texas, party of the Second Part, Witnesseth: That the said party of the First Part, for and in consideration of the sum of Fourteen Dollars (\$14.00) to him in hand paid by the said party of the Second Part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has Granted and Conveyed, and by these presents does Grant and Convey, unto the said party of the Second Part, and to its successors and assigns, forever, all that certain strip or parcel of land, lying and situate in the County of El Paso in the State of Texas, and described as follows, to wit: A strip or tract of land one hundred feet wide, lying equally on each side of the located line of The Galveston, Harrisburg and San Antonio Railway Company's railway, where the same is located through the land of the party of the first part in the Corporate limits of the City of San Elizario, County and State aforesaid, being more particularly described as follows, to wit: Commencing for the same at a point on the center line of the said Railway, where said center line intersects the North-westerly boundary line of the land of the party of the first part, at or near Survey Station No. 1230 and running thence Southeasterly along said center line of said Railway and embracing a strip of land fifty feet wide on each side of said center line to the Southeasterly boundary line of said land at or near Survey Station No. 1236, a distance of about six hundred (600) feet, more or less and containing an area of One $\frac{38}{100}$ (1.38) acres of land more or less.

To have and to hold, all and singular, the above mentioned and described premises, together with the appurtenances, unto the said party of the Second Part, and to its successors and assigns, forever.

The aforesaid conveyance is made upon the express conditions that the party of the second part will build and maintain good and substantial fences on each side of said strip of land when the same shall become necessary and protect the irrigating ditches on said land.

In Witness Whereof, the party of the First Part has hereunto set his hand and seal the day and year first above written.

(Signed) Jesus X Arroyez
(his mark)

Signed, sealed and delivered in presence of:

(Signed) H. B. Underhill

(Signed) H. B. Truee

This Indenture, made the 16th day of March in the year of our Lord One Thousand Eight Hundred and Eighty-One, between Gregorio N. Garcia 2nd and Romana Garcia, his wife, of the Town of San Elizario, County of El Paso and State of Texas parties of the First Part, and the Galveston, Harrisburg and San Antonio Railway Company, a Corporation duly incorporated under the laws of the State of Texas, party of the Second Part, Witnesseth: That the said parties of the First Part, for and in consideration of the sum of Twenty-Five $\frac{75}{100}$ Dollars (\$25.75) to them in hand paid by the said party of the Second Part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have Granted and Conveyed, and by these presents do Grant and Convey, unto the said party of the Second Part, and to its successors and assigns, forever, all that certain strip or parcel of land, lying being and situate in the County of El Paso in the State of Texas, and described as follows, to wit:

A strip or tract of land one hundred feet wide, lying equally on each side of the located line of the Galveston, Harrisburg and San Antonio Railway Company's railway, where the same is located through the land of the parties of the first part lying within the Corporate limits of the Town of San Elizario being more particularly described as follows, to wit: Commencing for the same at a point on the center line of the said Railway, where said center line intersects the northwesterly boundary line of the land of the parties of the first part, at or near Survey Station No. 1655 and running thence Southeasterly along said center line of said Railway and embracing a strip of land fifty feet wide on each side of said center line to the Southeasterly boundary line of said land at or near Survey Station No. 1669, a distance of Fourteen hundred (1400) feet, more or less and containing an area of Three $\frac{22}{100}$ (3.22) acres of land more or less.

To have and to hold, all and singular, the above mentioned and described premises, together with the appurtenances, unto the said party of the Second Part, and to its successors and assigns forever.

This Conveyance is made upon the condition that the party of the second part will protect and preserve the irrigating ditches on said land.

In Witness Whereof, the parties of the First Part have hereunto set their hands and seals the day and year first above written.

(Signed) G. N. Garcia 2nd
Romana Garcia

Signed, sealed and delivered in the presence of:

(Signed) H. B. Underhill

(Signed) H. B. Truee

State of Texas
County of El Paso

Before me, Manuel E. Flores, Clerk of the County Court of El Paso County on this day personally appeared H. B. Underhill known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing and after being duly Sworn by me stated on oath that he saw Jesus Arroyez, the person who executed such instrument subscribe the same and that he had signed the same as a witness at the request of the person who executed the same.

Witness my hand and seal of office 23rd day of February
A.D. 1881.

(Signed) Manuel E. Flores
Clerk County Court
El Paso County

A True Copy

Filed for record at request of H. B. Underhill
February 26, 1881
and recorded July 16th 1881
Book 28 Page 85

State of Texas
County of El Paso

Before me, Manuel E. Flores, Clerk of the County Court of El Paso County, on this day personally appeared H. B. Underhill known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing and after being duly sworn by me stated on oath that he saw Gregorio Garcia 2nd and Romana Garcia, his wife, the persons who executed such instrument subscribe the same and that he had signed the same as witness at the request of the persons who executed the same.

Witness my hand and seal of office 18th day of March
A.D. 1881.

(Signed) Manuel E. Flores
Clerk County Court
El Paso County

A True Copy

Filed for record at request of H. B. Underhill
March 18, 1881
and recorded July 16th, 1881
Book 28 Page 86



J.R. Brown

JAN 31 1955
380.-

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

REGION 5
AMARILLO, TEXAS
BOX 1609

ADDRESS ALL COMMUNICATIONS
TO THE REGIONAL DIRECTOR

5-150

JAN 28 1955

EL PASO, TEXAS	
Route to:	Initials
MANAGER	
ADM. ASST.	
IRRIG.	
POWER	
HYDRO.	
PROGRAMS	
OFF. ENGR.	
FLD. ENGR.	<i>J.R. Brown</i>
FINANCE	
PERS.	
SUPPLY	
SAFETY	
SECRETARY	
FILE	
Copy To:	Date
El Paso	
Las Cruces	
Ysaleta	

To: Project Manager, El Paso, Texas

From: Regional Director

Subject: Acquisition of Right of Way - Clint Lateral - Rio Grande Project

The documents submitted as enclosures with your letter dated January 13, 1955, have been reviewed and approved as to legal sufficiency by the Field Solicitor.

We presume that you have established that the rights of the Southern Pacific Company are superior to those of the United States and, therefore, the project is justified in incurring the expense of relocating the Clint Lateral.

Upon execution of the contract by the landowner it should be resubmitted to this office for signature. In justifying the consideration expressed, you should submit an appraisal of the land to be conveyed by Mr. Brown, together with an estimate of the cost of replacing the existing timber bridge with a metal pipe culvert.

Title evidence reflecting a good and marketable title can consist of either title insurance or an abstract of title. In the event an abstract is used, it should be forwarded to this office at the earliest possible date for examination by the Field Solicitor. Taxes should also be checked including those for 1955.

Robert W. Jennings
Robert W. Jennings

Copy to: Field Solicitor

*5-16-59
1959
1959
1959*

W. M. Brown

380,-

JBD/emc

Engr



January 13, 1955

To: Regional Director Attn: 5-150
From: Project Manager
Subject: Acquisition of Right of Way - Clint Lateral - Rio Grande Project

The right of way of the Clint Lateral was acquired by the United States by virtue of a quitclaim deed signed December 31, 1917 by the Commissioners of the Clint Community Ditch. The deed contained no meets and bounds description of the property acquired but only transferred the ditch as it then existed.

At approximately station 50 the existing ditch occupies property claimed by the Southern Pacific Company, the left toe of slope approaching as close as 10 feet to the center line of the main track of the railroad. The Southern Pacific Company is anxious for the Bureau to move the ditch away from the track and the adjoining property owner is agreeable to granting the United States an easement upon which to reconstruct this portion of the Clint Lateral.

The following listed documents, which are proposed for use in acquisition of the right of way, are transmitted herewith for your review and approval.

1. Contract and Grant of Right of Way Easement.
2. Certificate (Indicates search of El Paso County Records)
3. Certificate of Inspection and Possession

The draft of the "Contract and Grant of Right of Way Easement" follows the form furnished by your letter dated August 20, 1953. Some alterations have been made to meet existing conditions. The form of the attestation follows that furnished by you for use of the Project in connection with the acquisition of right of way across property of an absentee land owner who at the time was a resident in the Republic of Mexico. In the present case the owner of the property across which the easement is to be acquired lives in Transvaal, South Africa.

The form of the "Certificate" of search of the El Paso County records follows that previously used by the Project on other property acquisitions.

The form of the "Certificate of Inspection and Possession" follows that set out in Volume 18 of the Manual, altered to meet requirements of this proposed acquisition.

Upon advice from you that the documents are in order the "Contract and Grant of Right of Way Easement" will be delivered in duplicate to the landowner's resident agent, Mr. C. Y. Wilson. He in turn will transmit the document to Mr. Brown in Transvaal, South Africa for execution.

W. F. Resch

In duplicate

Enclosures

Copy to: Field Solicitor (w/c of encl)

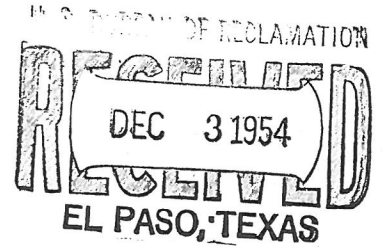


UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Ysleta, Texas
December 2, 1954

380.-
IN REPLY REFER TO:

HM



To: Project Manager
From: Irrigation Superintendent, Ysleta Branch
Subject: Cost of culvert installation for Clint Lateral, on the
S. R. Brown property

Your office has requested by telephone that a cost estimate be submitted for installing a CMP culvert to replace existing deteriorated timber bridge on the Clint Lateral for the S. R. Brown property.

The estimated cost of replacing the bridge with pipe culvert follows:

30 ft. of 72 inch CMP	\$648.00	
Rock riprap (for inlet & outlet)	\$126.00	
SUB - TOTAL		\$774.00
Warehouse costs (13% of material)		\$101.00
Truck (50 miles @16¢)		\$ 8.00
Labor (3 crew days @ \$75.00 per day)		\$225.00
SUB - TOTAL		\$1,108.00
Admin. & General Expense 22%		\$ 244.00
TOTAL		\$1,352.00

Usually the land owner is required to furnish the bridge deck when making repairs, and when improving a timber bridge with a CMP he buys pipe equivalent to the cost of the deck. Mr. Brown's bridge is 14 feet wide and 18 feet long and will require the following:

18 - 3" X 12" X 14' @ 16¢ delivered \$121.00

Mr. C. Y. Wilson manager of S. R. Brown's farm proposes to have Mr. Brown deed the Government Right-of-Way in order to move the Clint Lateral off of the Railroad Right-of-Way. This is in exchange for installing the culvert to replace existing timber bridge.

William C. Brady
Wm. C. Brady

Telcon: 2-2-55 Brady says bridge can be installed for total cost of about \$900

extra

CERTIFICATE OF INSPECTION AND POSSESSION

I, Alfred L. Hulbert, Supervisory Engineering Aid, Ysleta Branch, Rio Grande Project, Bureau of Reclamation, of the Department of the Interior, hereby certify that on the 7th day of October, 1958, I made a personal examination and inspection of that certain tract or parcel of land situated in the County of El Paso, State of Texas, and shown on Drawing No. 23-503-5632 attached hereto and made a part hereof, containing ninety-eight hundredths (0.98) acre of land, more or less, proposed to be acquired by the United States of America in connection with the Rio Grande Project, from S. R. Brown, a single man, a resident of Transvaal, South Africa.

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 careful inquiry of S. Y. Wilson, agent of the above named vendor, and ascertained that nothing had been done on or about said premises within the past 12 months that would entitle any person to a lien upon said premises for work performed or materials furnished.

2. That I also made inquiry of the agent of the above named vendor as to the vendor's rights of possession and the rights of possession of any person or persons known to him, 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 vendor or the United States of America.

3. That I was informed by the agent of the above named vendor that to the best of his 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, manufacturing or other purposes, except those that vest in the land as a result of the formation and administration of the El Paso County Water Improvement District No. 1, and the construction by the United States of the irrigation and drainage facilities of the Rio Grande Project, nor any ditches or canals constructed by or being used thereon under the authority of the United States, excepting the

Clint Lateral, an irrigation facility of the Rio Grande Project; 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 such premises are now occupied in part by the Clint Lateral, an irrigation facility of the Rio Grande Project and in part by S. R. Brown.

Alfred L. Sheehart

Dated this 8th day of October, 1958.

Approved:

Project Name

File Code

S. R. BROWN

CROSS REFERENCE

Dash Folder Title

1. To:	2. Date
3. From:	
4. Subject:	
5. Synopsis:	

See file 790.- Texas and New Orleans Railroad for relocation of the
Clint Lateral -Contract 14-06-503-675
dated August 14, 1958

6. _____	_____
Project Name	File Code
Dash Folder Title	

INSTRUCTIONS TO CLASSIFIERS:

Item 2 - Insert date of cross referenced document.

Item 6 - Insert information showing where cross referenced document is filed. Notation must be placed on cross referenced document showing which file/s/ cross reference/s/ have been provided for.

For explanation in preparing a "general" cross reference, see subparagraph 3 to paragraph 10R in Part 1 of the Standard Correspondence Filing System Handbook.