

X  
JOB, STANLEY PRUIT ET UX QUINN JO JOB

0623-0085-0033-00

034 CLINT

LATERAL

(WD)







# Owner's Title Policy Binder

12101  
LITTON

IN RE Sold by Stanley Pruet Jobe

Amount \_\_\_\_\_

To United States of America

of the hereinafter described real estate.

In connection with business placed with us for an OWNER'S TITLE POLICY based upon the sale referred to above, we submit the following preliminary report based upon the understanding that the Company will not be liable under the terms of this commitment or subsequently issued Owner's Policy, but we warrant the correctness of either such commitment or Policy, and that the Company shall not be liable in any respect except to issue a policy of title insurance subject to the provisions thereof.

We have approved \_\_\_\_\_ Stanley Pruet Jobe  
to the following described real estate:

That portion of Tract Seven A (7-A) in Block Six (6) of the SAN ELIZARIO GRANT in El Paso County, Texas, particularly described as follows, to-wit:

Beginning at the north corner of the tract herein described, said corner being common to the north corner of Tract 7A Block 6, San Elizario Grant; whence monument 26 of State Highway 20 bears South 40°21'17" West 2282.44'; thence South 37°12' East 50.07'; thence South 55°44' West 903.07'; thence South 82°46'15" West 109.87'; whence monument 26 of State Highway 20 bears South 28°59' West 1346.41'; thence North 55°44' East 998.43' to the point of beginning, said parcel containing 1.09 acres, more or less.

Subject To

Section A (Title Requirements)

1. Taxes to be shown paid as follows: through the year 1973.

2. The following liens now shown outstanding (unless excepted in the Policy to be issued) are to be released of record: the vendor's lien retained in the Warranty Deed dated May 1, 1973 of record in Book 453, Page 404, Film Deed Records, from Ethel R. Briggs, a feme sole, to Jobe Investment Co., Inc., to secure a note of even date therewith for \$140,000.00 executed by grantee payable to grantor in annual installments as therein shown and the Deed of Trust to Alex Silverman, Trustee, of record in Book 453, Page 408, Film Deed of Trust Records, further securing the payment of said note. The Deed of Trust dated May 10, 1974 of record in Book 526, Page 256, Film Deed of Trust Records from Stanley Pruet Jobe to Alex Silverman, Trustee for T. A. Sacra to secure a note of even date therewith for \$180,000.00 payable \$90,000.00 on or before February 10, 1974 and \$90,000.00 on or before November 10, 1975.

Oil, gas and mineral lease dated September 24, 1964 of record in Book 114, Page 1664, from Ethel R. Briggs to R. C. Thomas.

3. Evidence satisfactory to us that no person occupying the property or any portion thereof owns or claims any interest therein, either personally or by the right of another, adverse to the owner named above.

4. Evidence satisfactory to the Company of payment of all bills for labor and materials for construction of improvements or repair of improvements on the land described herein if any such construction or repairs have been made within 120 days from the date of this letter.

Section B  
(Matters to be excluded from policy coverage)

1. All taxes, liens, mortgages, judgments, or other matters affecting title to the land herein described which are recognized or created in the Deed to the assured or its successors.
2. All restrictions on the use of the property.
3. All encumbrances, easements, or other interests in the land hereinafter described which are recognized or created in the Deed to the assured or its successors.
4. The right of the State of Texas to take title to the land hereinafter described.

5. Easement dated November 5, 1973 of record in Book 486, Page 618, Film Deed Records, from Jobe Investment Co., Inc., to El Paso Electric Company and Mountain States Telephone & Telegraph Company.

Upon compliance with the title requirements shown under Section A hereof, and upon the execution, acknowledgement, and delivery of a general warranty deed by the owner named above (grantors who are married persons to be joined by their spouses if deemed necessary, and in all cases satisfactory evidence of the capacity and authority of the grantor is to be furnished), conveying the above described property to the assured, which deed shall be approved as to form and substance by us, then upon the filing of the same for record we will issue to the addressee or his nominee, our Owner's Title Policy on the form then prescribed by the State Board of Insurance of the State of Texas, subject to the exceptions shown under Section B hereof.

This commitment is non-assignable. It is to be effective only until the actual issuance and delivery of the Policy or six months from the date hereof, whichever is sooner and is issued upon the following conditions:

1. The payment of the premium for the Policy.
2. That subsequent to the date and hour hereof, as indicated below, nothing has been filed or has transpired and nothing has come to our knowledge which would in the opinion of our attorneys affect the title to the property in question or the capacity or authority of the above named owner to convey it.
3. Nothing contained in this commitment shall be construed as a commitment to insure against loss or damage by reason of fraud on the part of the proposed insured or by reason of claims arising under any obligation of the proposed insured, or under any act, thing or trust relationship done, created, suffered or permitted by the proposed insured.

The use of the singular form in this instrument includes also the plural when necessary to indicate the thought intended to be conveyed.

Dated: **July 25, 1974** . . . . . M  
(to be filled in with time when execution closes)

US LIFE TITLE INSURANCE COMPANY of Dallas

By **El Paso Title Co., Inc.**

By *B. Schwartzbach*  
Authorized Signature

OFFICIAL FILE COPY

Date	Surname	Code
7/11	John	425
7/4	Summers	430
7/11	Loggins	400
7/11	Cart	101
		100

425

780.-

JUL 11 1974

John  
7.11.6.74

Memorandum

To: Project Superintendent, El Paso, Texas

From: EOB Regional Director

Subject: Land Acquisition, Relocation of Portions of Clint Lateral--  
Rio Grande Project, Texas

This is in reply to your letter of June 28, 1974, and in confirmation of various telephone discussions between Mr. Vernon Shankle and Mr. Tom Darrow concerning acquisition of rights-of-way required for your proposed relocation of Clint Lateral between stations 221+75 and 367+72 in El Paso County.

New canal rights-of-way across tracts Nos. 6-7A, 8-1A, and 8-2 are to be acquired by exchange as outlined in our letter of July 9, 1974, to the Amarillo Field Solicitor. It is understood that the El Paso Abstract and Title Company will issue title binders and ultimate owner's title insurance on each of these three properties.

In regard to tract No. 8-5, William G. Richards, we understand you have made arrangements with Mr. Ralph C. Holmes, a real estate appraiser in El Paso, to appraise the 3.39 acres being acquired from the ownership. Mr. Holmes' written appraisal report with a copy of the title binder should be submitted to this office for review, approval, and preparation of a land purchase contract appropriate to the situation. It is assumed you have discussed the necessity of this acquisition with Mr. Richards and advised him of Mr. Holmes' pending inspection and appraisal of the property.

Since the United States holds or claims fee title to the rights-of-way now located in those portions of the Clint Lateral to be abandoned within the bounds of tract No. 6-6 (James L. Ivey), the proper procedure is to declare this 0.73 acre as surplus to project needs. The disposal or disposition will then be through a negotiated sale to Mr. Ivey or facilities of the General Services Administration,

X - ref. 520 R.G.  
" " Conway Son, Tr. 8-1A  
" " Darrow, Mike " 8-2





acreage and of equal value. There are crops planted on parcels 8-2 and 8-1A, alfalfa, and small grain respectively. We need to know the procedure for reimbursement to the farmer for exchanging land having an unmaturred crop planted. Please furnish the necessary documents for the exchange of land rights and reimbursement to the farmer for crop damage due to construction.

Please determine the appropriateness of abandoning the right-of-way through Tract 6 of Block 6 to the adjacent land owner. The portions of right-of-way was obtained from the original owner of the tract. The existing right-of-way will be isolated after completion of construction. By releasing the right-of-way to the adjacent owner, the Ysleta Field Branch will no longer have to perform the annual maintenance of the lateral. Please furnish the necessary documents for releasing the Government's interest to the adjacent land owner, Mr. James L. Ivey, et ux.

The relocation of the Clint Lateral right-of-way will require the acquisition of a 50-foot wide strip from Tract 5, Block 8, as shown on Drawing No. 23-503-7676. The land is planted in alfalfa. There may be some crop damage when construction is begun. There is a fence located along side the railroad property line. We would suggest purchasing the fence thus allowing the owner, Mr. Wm. G. Richards, to build a new fence along his new property line at a later date. Please furnish the necessary documents for the appraisal of the land and the acquisition of the 50-foot wide parcel, the purchase of the fence and payment for crop damage.

We are in the process of having a Title Binder prepared for each of the above transactions.

This enclosure is part of permanent records. DO NOT REMOVE unless its retention can be justified. If removed, initial below:

*Samuel A. Bock*

---

Enclosures

Tract No. 6-17  
Stanley P. Jobe

### RIGHT-OF-WAY DESCRIPTION

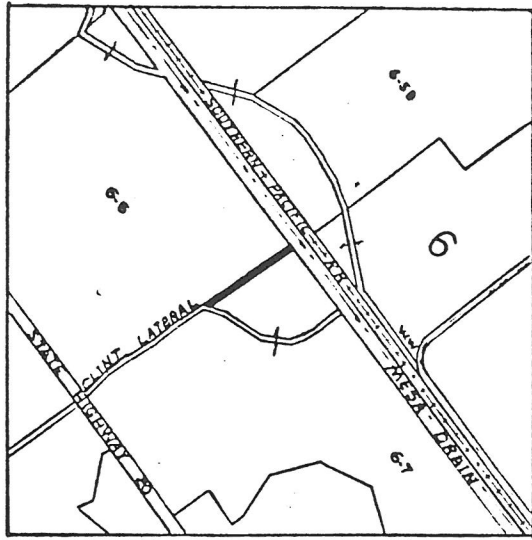
New R.O.W.

A parcel of land situate, lying, and being in the County of El Paso, State of Texas, adjoining Tract No. 7, Block 6, San Elizario Grant, of the approved surveys of said County of El Paso, and more particularly described by metes and bounds as follows to wit:

Beginning at the north corner of the tract herein described, said corner being common to the north corner of Tract 7, Block 6, San Elizario Grant; whence monument 26 of State Highway 20 bears S  $40^{\circ} 21' 17''$  W 2282.44'; thence S  $37^{\circ} 12'$  E 50.07'; thence S  $55^{\circ} 44'$  W 903.07'; thence S  $82^{\circ} 46' 15''$  W 109.87'; whence monument 26 of State Highway 20 bears S  $28^{\circ} 59'$  W 1346.41'; thence N  $55^{\circ} 44'$  E 998.43' to the point of beginning, said parcel containing 1.09 acres, more or less, all as shown on copy of Drawing No. 23-503-7677, attached hereto and made a part hereof.

old R.O.W. to be abandoned —

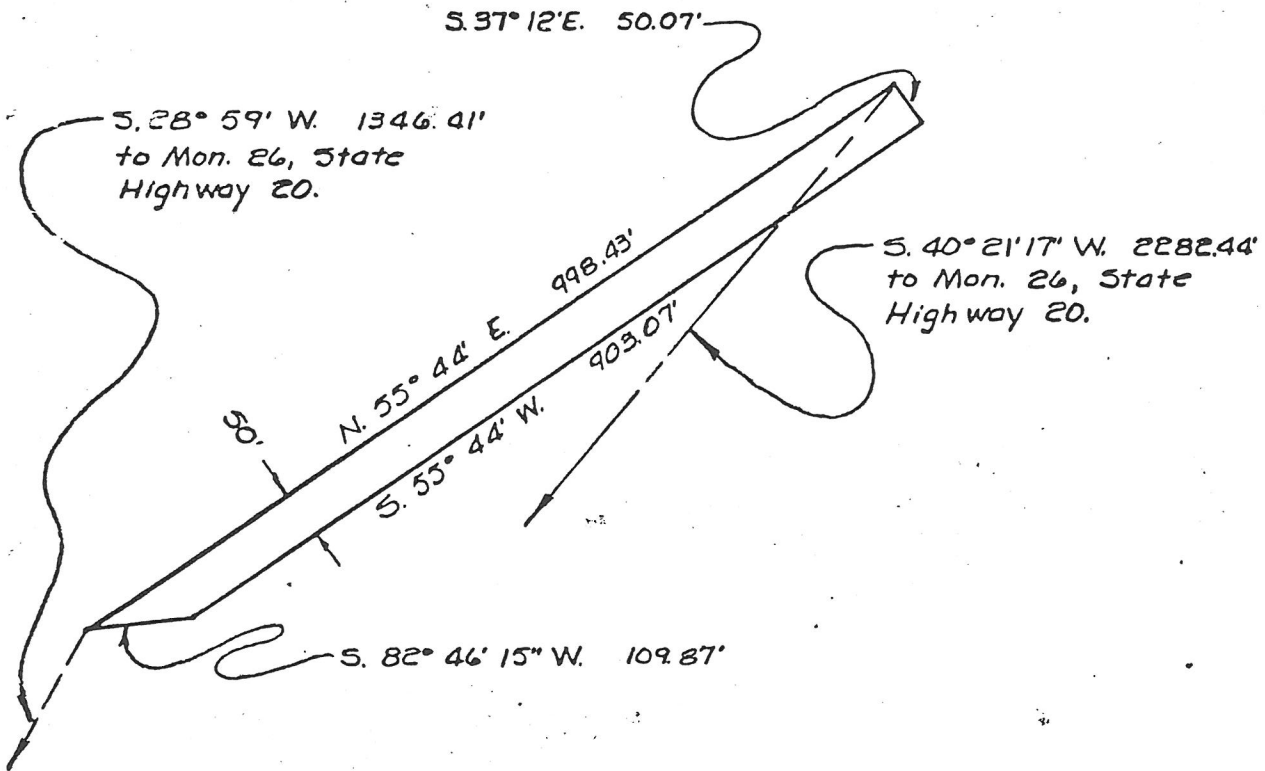
1.00 acres



Area = 1.09 Ac.

LOCATION MAP  
SCALE 1" = 1667'

ADJACENT TO TRACT 7, BLOCK 6,  
SAN ELIZARIO GRANT, ELPASO COUNTY, TEXAS  
SURVEY AS APPROVED BY COMMISSIONERS  
COURT ON JAN. 13, 1930



SCALE  
1" = 200'

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION RIO GRANDE PROJECT - NEW MEXICO - TEXAS <b>CLINT LATERAL</b> <b>RIGHT-OF-WAY RELOCATION</b>	
DRAWN <i>E.F.L.</i>	SUBMITTED <i>James Shankle</i>
TRACED <i>E.F.L.</i>	RECOMMENDED <i>A. Beck</i>
CHECKED <i>M.D.C.</i>	APPROVED _____
EL PASO, TEXAS 6-26-74   23-503-7677	

Tract No. 8-1A  
Conway & Sons, Inc.

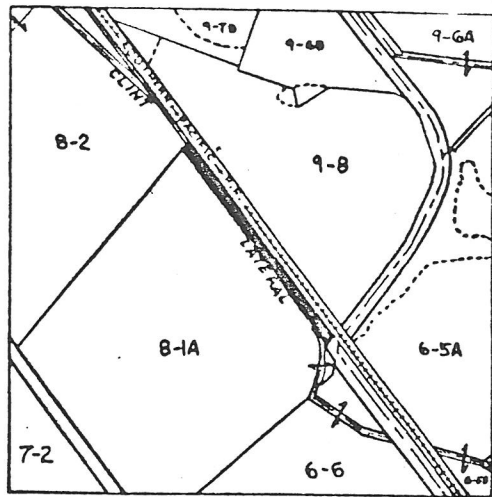
DESCRIPTION

*New R.O.W.*

A parcel of land situate, lying, and being in the County of El Paso, State of Texas, adjoining Tract No. 1A, Block 8, San Elizario Grant, of the approved surveys of said County of El Paso, and more particularly described by metes and bounds as follows to wit:

Beginning at the southeast corner of the tract herein described, said corner being common to the east corner of Tract 1A, Block 8, San Elizario Grant; whence monument 25 of State Highway 20 bears S  $42^{\circ} 25' 45''$  W 2364.17'; thence S  $37^{\circ} 7'$  W 51.96'; thence N  $37^{\circ} 12'$  W 2100.2'; thence N  $39^{\circ} 16'$  E 51.43'; whence monument 25 of State Highway 20 bears S  $5^{\circ} 27' 38''$  W 3431.77'; thence S  $37^{\circ} 12'$  E 2098.1' to the point of beginning and containing 2.41 acres, more or less, all as shown on copy of Drawing No. 23-503-7675, attached hereto and made a part hereof.

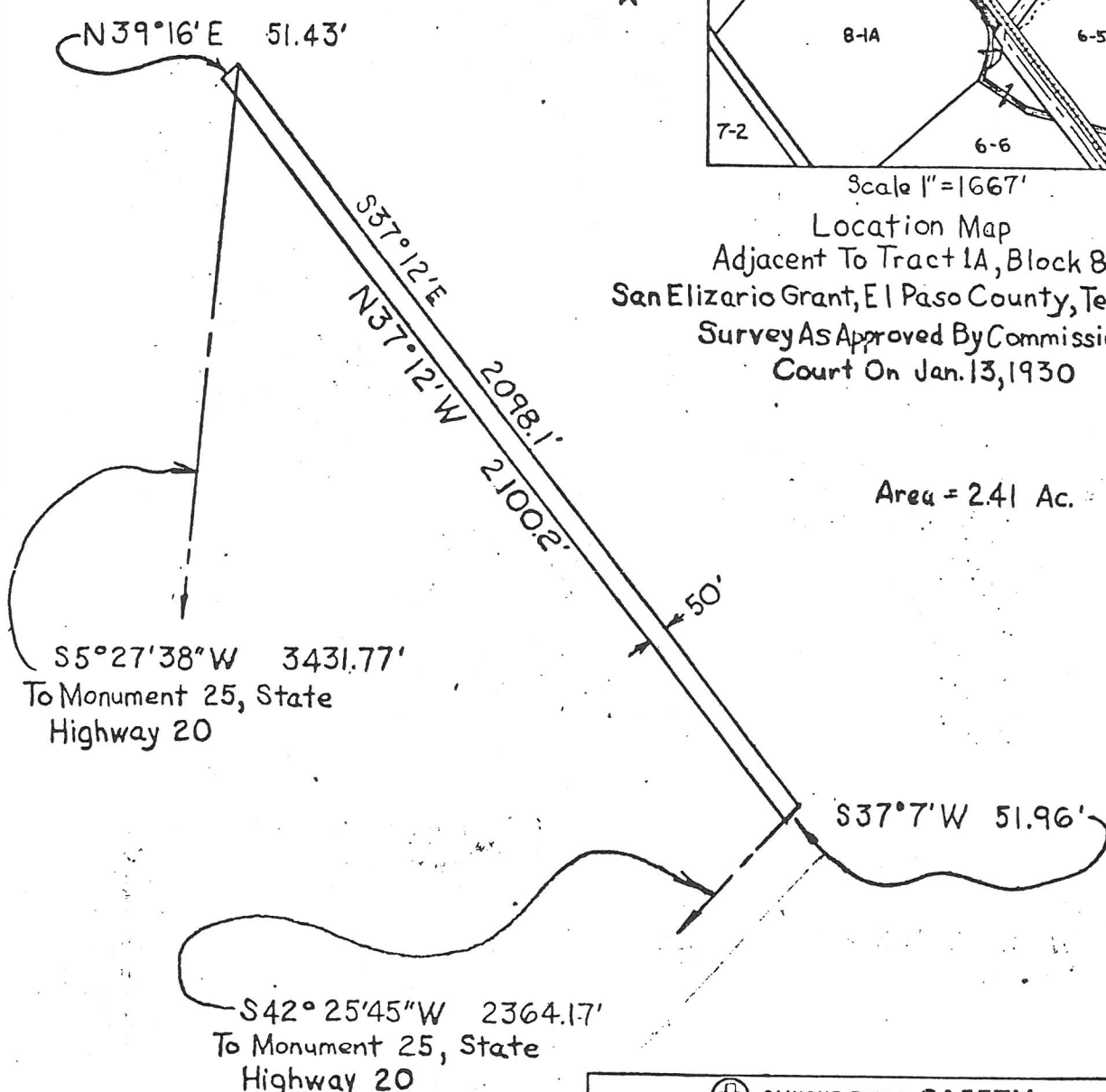
*old R.O.W. to be abandoned -  
1.94 acres.*



Scale 1" = 1667'

Location Map  
 Adjacent To Tract 1A, Block 8  
 San Elizario Grant, El Paso County, Texas  
 Survey As Approved By Commissioners  
 Court On Jan. 13, 1930

Area = 2.41 Ac.



Scale 1" = 400'

ALWAYS THINK SAFETY

UNITED STATES  
 DEPARTMENT OF THE INTERIOR  
 BUREAU OF RECLAMATION

RIO GRANDE PROJECT - N. MEXICO - TEXAS  
 CLINT LATERAL

Right-Of-Way Relocation

DRAWN *M.D.C.* SUBMITTED *Vernon Shank*  
 TRACED *M.D.C.* RECOMMENDED *Al Beck*  
 CHECKED *E.L.* APPROVED

EL PASO, TEXAS 6-2674 23-503-7675

Tract No. 8-2A  
Mike Mayos, et ux

DESCRIPTION

New R.O.K.

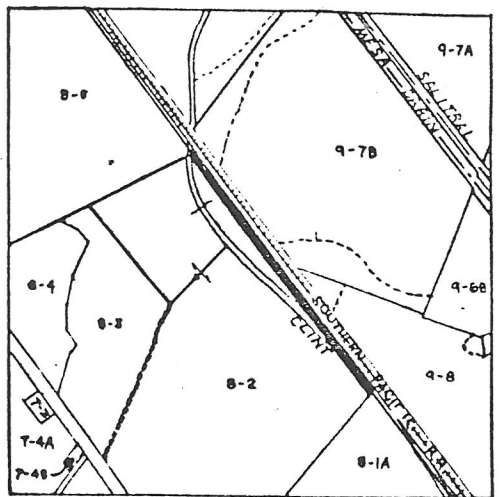
A parcel of land situate, lying, and being in the County of El Paso, State of Texas, adjoining Tract No. 2, Block 8, San Elizario Grant, of the approved surveys of said County of El Paso, and more particularly described by metes and bounds as follows to wit:

Beginning at the southeast corner of the tract herein described, said corner being common to the east corner of Tract 2, Block 8, San Elizario Grant; whence monument 25 of State Highway 20 bears S  $5^{\circ} 27' 38''$  W 3431.77'; thence S  $39^{\circ} 16'$  W 51.43'; thence N  $37^{\circ} 12'$  W 2556.4'; thence N  $63^{\circ} 45'$  E 50.93'; whence monument 24 of State Highway 20 bears S  $18^{\circ} 52' 51''$  W 2744.21'; thence S  $37^{\circ} 12'$  E 2534.7' to the point of beginning and containing 2.92 acres, more or less, all as shown on copy of Drawing No. 23-503-7674, attached hereto and made a part hereof.

R.O.K. to be abandoned -

2.44 acres -

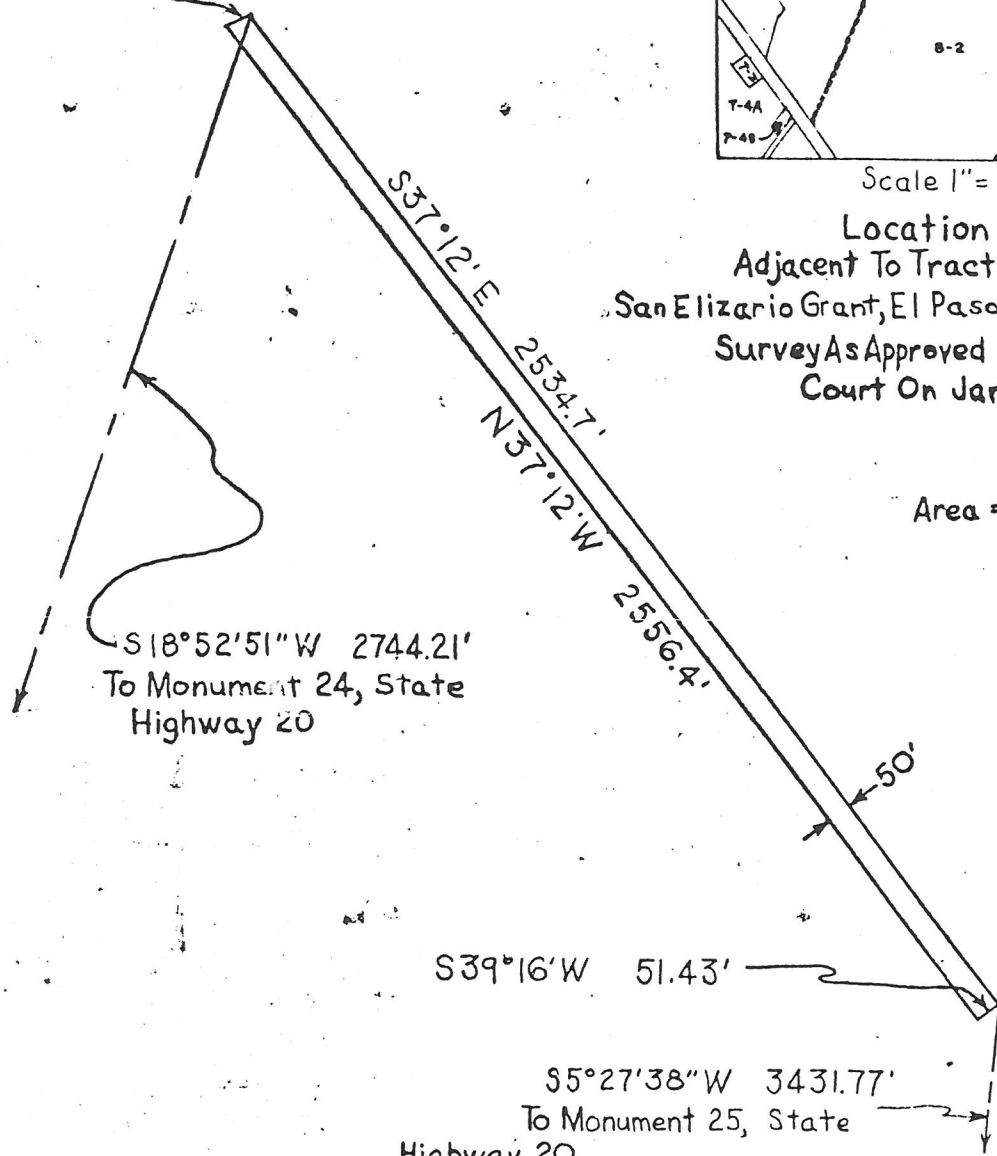
N63°45'E 50.93'



Scale 1" = 1667'

Location Map  
Adjacent To Tract 2, Block 8  
San Elizario Grant, El Paso County, Texas  
Survey As Approved By Commissioners  
Court On Jan. 13, 1930

Area = 2.92 Ac.



S18°52'51\"W 2744.21'  
To Monument 24, State  
Highway 20

S39°16'W 51.43'  
S5°27'38\"W 3431.77'  
To Monument 25, State  
Highway 20

Scale 1" = 400'

ALWAYS THINK SAFETY

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
RIO GRANDE PROJECT - N. MEXICO - TEXAS  
CLINT LATERAL  
Right-Of-Way Relocation

DRAWN *M.D.C.* SUBMITTED *Vernon Shamke*  
TRACED *M.D.C.* RECOMMENDED *A. Beck*  
CHECKED *E.L.* APPROVED

EL PASO, TEXAS 6-26-74 23-503-7674

El Paso, Texas, July 9, 1918.

From District Counsel P. W. Dent

To Chief Counsel, Washington.

Subject: Quitclaim deed dated December 31, 1917, from Commissioners of Clint Community Ditch (east of intersection with Franklin canal) - Rio Grande project.

1. Receipt is acknowledged of letter of July 3 from the Acting Chief Counsel.
2. The quitclaim deed above referred to has been obtained from the local County Clerk's office, after having been duly recorded, and is returned herewith for filing in the Washington office.

R W DENT CFH

incl.



DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

WASHINGTON, D. C.

July 2, 1918.

From Acting Chief Counsel

To District Counsel, El Paso, Texas.

Subject: Quitclaim deed dated December 31, 1917 from Commissioners of Clint Community Ditch (east of intersection with Franklin Canal) - Rio Grande project.

1. Reference is made to project manager's form letter of January 5, 1918 transmitting the above mentioned deed for approval.

2. The records show that the deed was approved on April 20, 1918 and the original returned on same date for recording and return to this office for filing. If the instrument has been made of record, please return.

*Attorney General*

El Paso, Texas, April 30, 1918.

The County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record are the following quitclaim deeds:

Deed dated December 21, 1917, from Commissioners of Clint Community Ditch lying East of Franklin Canal, to the United States of America. ✓

Deed dated December 29, 1917, from Commissioners of Ysla Community Ditch to the United States of America.

An extra blueprint of each, on cloth, is inclosed for your use in recording.

Very respectfully,

P W DEWITT CPH

District Counsel.

4 incls.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, January 5, 1918.

Project Manager to the Director and Chief Engineer ~~(~~XXXXXXXXXX~~)~~  
~~XXXXXXXXXX~~.

Quit-claim Deed

Subject: Forwarding ~~copy~~ for approval.  
Deed

~~Agreement~~ dated December 31, 1917. Rio Grande Project.

Executed by S. D. BLAIR, CLAUD ELAM and H. W. COFFIN, Commis-  
sioners of CLINT COMMUNITY DITCH (east of intersec-  
tion with Franklin Canal).  
With

Estimated amount involved, \$0.00 (See Gen'l Order No. 124)

Purpose of agreement: Acquisition of Clint Community Ditch.  
(See instructions on back, Pars. 4 and 5)

No public notice issued on Rio Grande project.

Individual releases have been signed by 95% of water right owners  
in this Ditch and such releases are on file in this office.

~~Original and copy of bond herewith.~~ (Strike out if no  
bond transmitted.)

Advise Chief of Construction, Denver, Colorado, and Project  
Manager at El Paso, Texas,

and District Counsel at El Paso, Texas.  
of the approval of the above.

Incs. L. M. LAWSON,  
Orig. & copy with blue print attached. (Signature)  
2 certificates in duplicate Asst.D.C.

(The blanks below to be filled in the Washington Office.)

Approved by *Morris Bien, Acting Director*

APR 20 1918

Date of approval APR 20 1918

Bond, if any, approved by same officer on same date.

Original enclosed <sup>b d b.</sup> for record and return.

*Morris Bien, Acting Director*

FEB-1'18 76343

12/31/17 -

The State of Texas )  
County of El Paso )

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_

S. D. BLAIR, CLAUDE ELAM, and H. W. CORBIN  
\_\_\_\_\_

, duly elected, qualified and acting Commissioners of the Clint Community Ditch, of the County of El Paso, State of Texas, for and in consideration of the sum of One Dollar(\$1.00) to us in hand paid by the United States of America, acting pursuant to the Act of Congress of June 17, 1902(32 Stat., 388), and other good and valuable considerations, the receipt whereof is hereby acknowledge, do by those presents Bargain, Sell, Release and Forever Quit-claim unto the said United States of America, its successors and assigns, all the right, title and interest to that portion of CLINT COMMUNITY DITCH lying East of its intersection with Franklin Canal in El Paso County, Texas, more particularly described in blue print hereto attached and made a part hereof.

TO HAVE AND TO HOLD All the right, title, interest, estate and claim of the said portion of said Clinty Community Ditch in and to the said premises, together with all and singular, the rights, privileges and appurtenances to the same in any manner belonging, unto the said United States of America, its successors and assigns forever: PROVIDED, That nothing herein contained shall be construed as a conveyance, interference with, or in any wise affecting the vested right of any holder of rights in the said Clint Community Ditch to the use of water from the Rio Grande River.

This deed shall become effective to transfer the above described property and rights upon the approval of the Secretary of the Interior or the Director and Chief Engineer of the United States Reclamation Service.

WITNESS OUR HANDS This the 31st day of December, A. D. 1917.

S. D. BLAIR

CLAUD ELAM

Witness at Request  
of Grantor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

H. W. COFFIN  
Commissioner of Clint Community  
Ditch lying East of Franklin Canal

APPROVED \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The State of Texas )  
County of El Paso )

Before me, JAMES F. BOWEN, a Notary Public in  
and for El Paso County, Texas, on this day personally appeared  
S. D. BLAIR CLAUDE ELAM

and H. W. COFFIN, Commissioners of Clint Community  
Ditch, and acknowledged that the foregoing instrument was signed  
by them on behalf of the said Clint Community Ditch by authority  
upon them duly conferred, and the said S. D. BLAIR,  
CLAUD ELAM, and H. W. COFFIN, Com-  
missioners of the said Clinty Community Ditch, acknowledged said  
instrument to be the free act and deed of the said Clint Com-  
munity Ditch.

GIVEN Under my hand and seal of office, this 31st  
day of December, A. D. 1917.

( Seal )

JAMES F. BOWEN  
Notary Public in and for El Paso  
County, Texas.

My Commission expires \_\_\_\_\_.

The State of Texas )  
County of El Paso. )

I, \_\_\_\_\_, Clerk of the County Court  
of said County, do hereby certify that the above instrument  
of writing, dated on the 31st day of December, A. D.  
1917, with its certificate of authentication, was filed for  
record in my office this 1st day of January, A. D. 1918,  
at \_\_\_\_\_ o'clock m., and duly recorded the \_\_\_\_\_ day  
of \_\_\_\_\_, A. D. 1917, at \_\_\_\_\_ o'clock m.,  
in the records of said county, in Volume 377 on page 38.

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.

\_\_\_\_\_  
Clerk County Court,  
El Paso, Texas.

BY \_\_\_\_\_  
Deputy.

depending on the values involved. These values can perhaps be estimated on the basis of Mr. Holmes' appraisal of tract No. 8-5.

It is further noted from the El Paso Valley Map 17, provided in your transmittal, that there appear to be additional new rights-of-way required from tract No. 11-2. This appears to involve portions of the existing Coffin County Road but should be resolved prior to initiation of any construction.

A handwritten signature in cursive script, appearing to read "Dale B. Ruff". The signature is written in dark ink and is positioned to the right of the main text block.

cc: Field Solicitor, Amarillo, Texas  
(w/c incoming letter)

TSDarrow/pb/7-10-74

RIO GRANDE SN

780.-

OFFICIAL FILE COPY

Date	Surname	Code
7/9	W.A. -	425
7/9	R. Nelson	430
7/9	Loomis	400
7/9	Cart	101
		100

425

JUL 9 1974

780.-

Memorandum

To: Field Solicitor, Amarillo, Texas

ACTING

From: Regional Director

Subject: Relocation of a Portion of Clint Lateral--Rio Grande Project, Texas

The Project Superintendent at El Paso has advised that they are planning relocation of subject lateral from station 221+75 to station 367+72 involving five ownerships, three of which amount to an exchange of rights-of-way. Accordingly, it is requested you prepare contracts and deeds necessary to accomplish these proposed exchanges as follows:

Tract No.	Apparent Owner	Old Right-of-Way	New Right-of-Way
6-7A	Stanley P. Jobe	1.00 acres	1.09 acres
8-1A	Conway & Sons, Inc.	1.94 acres	2.41 acres
8-2A	Mike Maros et ux.	2.44 acres	2.92 acres

Enclosed are copies of legal descriptions on the new rights-of-way for each of the three tracts with copies of plats on each property.

The existing Clint Lateral was acquired by the United States from the commissioner of Clint Community Ditch by Quitclaim Deed dated December 31, 1917, as apparently recorded in volume 317, page 38, of the deed records of El Paso County. The portions now being abandoned (old rights-of-way) on the above three ownerships represent all existing rights-of-way now located on these properties. A copy of the 1917 Quitclaim Deed along with copies of pertinent references thereto is also enclosed for your use in this instance.

It is further mentioned as discussed with you orally by Mr. Tom Darrow that the project has made arrangements with the El Paso Abstract and Title Company to provide title insurance on all new right-of-way

X-Ref. 520. R.G.  
 Conway & Sons - Tr. 8-1A  
 Maros, Mike " 8-2A



acquisitions including these three exchanges. The initial title binders will be submitted as soon as received from the project office.

Since there is some degree of urgency in proceeding with construction of the new lateral system, your early attention to this request will be appreciated.



Enclosures

cc: Project Superintendent, El Paso, Texas  
(w/o enclosures)

TSDarrow/pb/7-9-74



RIO GRANDE

780

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
OFFICE OF THE SOLICITOR  
FIELD SOLICITOR  
1106 HERRING PLAZA  
AMARILLO, TEXAS 79101

JUL 15 1974		
CODE	DWT	INITIAL
400	7/16	JKW
425	7/16	JMB

July 12, 1974

Memorandum

To: Project Superintendent, El Paso

From: Field Solicitor, Amarillo

Subject: Land Acquisition, Relocation of Portions of Clint Lateral - Rio Grande Project, Texas

*Jobe  
JMB-70*

*7/16/74*

Pursuant to the Regional Director's July 9, 1974, memorandum request, we have prepared the documents necessary to accomplish the transfer of right of ways in connection with the relocation of a portion of the Clint Lateral from Station 221+75 to Station 367+72 - Rio Grande Project.

Enclosed are three Land Purchase Contracts for the exchange of lands covering the three tracts Nos. 6-7A, 8-1A, and 8-2A.

You should determine whether Stanley P. Jobe (Tract 6-7A) is married or single. If he is married the contract should be executed by Stanley P. Jobe and \_\_\_\_\_ Jobe, his wife. If Mr. Jobe is single the contract should read: Stanley P. Jobe, a single man. If he is a married man dealing in his separate property the contract should read: Stanley P. Jobe, a married man dealing in his separate property.

Whoever executes the Land Purchase Contract for Conway and Sons, Inc., (Tract 8-1A) should indicate below his signature his title with the Corporation.

It is preferable that the Mike Maros, et ux (Tract 8-2A) contract read: Mike Maros and \_\_\_\_\_ Maros, his wife.

Please note that the Land Purchase Contracts do not have contract numbers. It is suggested you contact Mr. Tom Darrow for the proper contract numbers to use.

*419 - 6-19-74 - 205-1A  
X-19*

9243 JUL 15 74

Also, please note that a Schedule "B" describing the land the United States is Quitclaiming should be attached to each Land Purchase Contract.

After the land purchase contracts have been executed by the vendors and the Director, they must be recorded in the Deed Records of El Paso County. After recording the deeds and obtaining title binders, please send the deeds and binders to this office. We will issue a preliminary title opinion and forward you the necessary deeds to complete the exchange.

If you have any questions about this matter, please do not hesitate to call.

This enclosure is part of permanent records. DO NOT REMOVE unless its retention can be justified. If removed, initial below:

Thomas A. Garrity, Jr.

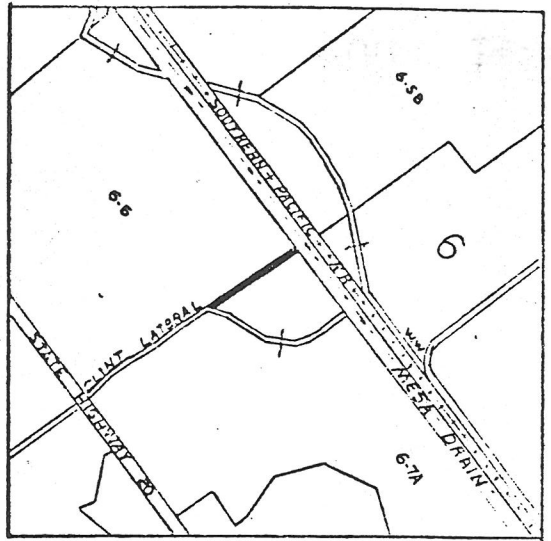
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Enclosures

cc:

Regional Director, Amarillo  
Attn: 425 (w/c encls)

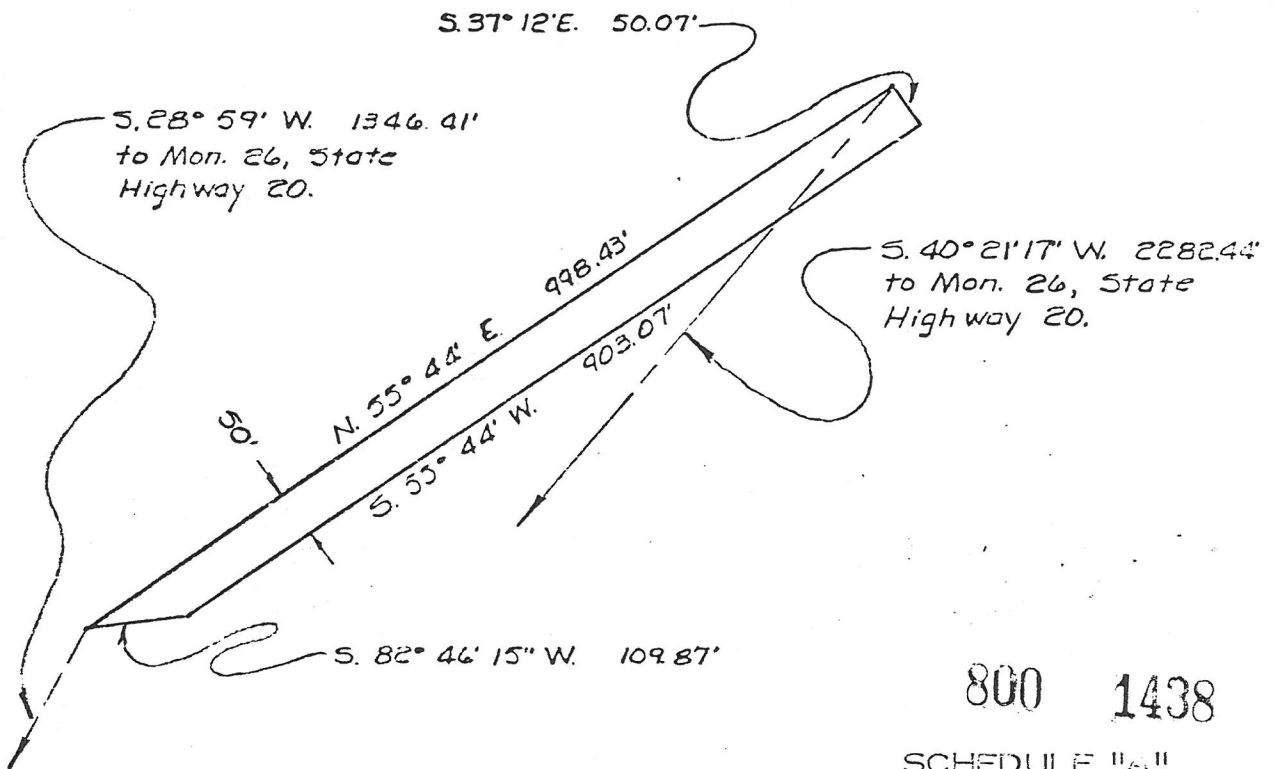
9243 JUL 15 74



Area = 1.09 Ac.

LOCATION MAP  
SCALE 1" = 1667'

OUT OF TRACT 7A, BLOCK 6  
SAN ELIZARDO GRANT, ELPASO COUNTY, TEXAS  
SURVEY AS APPROVED BY COMMISSIONERS  
COURT ON JAN. 13, 1930



800 1438

SCALE  
1" = 200'

SCHEDULE "A"

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION RIO GRANDE PROJECT-NEW MEXICO-TEXAS	
CLINT LATERAL EXCHANGE OF RIGHT-OF-WAY	
DRAWN <i>E.F.L.</i>	SUBMITTED <i>James S. ...</i>
TRACED <i>E.F.L.</i>	RECOMMENDED <i>...</i>
CHECKED <i>M.D.S.</i>	APPROVED <i>...</i>
EL PASO, TEXAS 6-26-31	

518  
507

58291

WARRANTY DEED

THIS CONVEYANCE, made this 1st day of February, 1977, by and between STANLEY PRUET JOBE and wife QUATA JO JOBE of the County of El Paso, State of Texas (hereinafter referred to as "Grantor"), Grantor, and THE UNITED STATES OF AMERICA (hereinafter referred to as United States), Grantee.

WITNESSETH:

WHEREAS, Grantor and the United States entered into a certain Land Purchase Contract executed September 13, 1974, and duly recorded in Volume 548, Pages 652-660 of the Deed Records of El Paso County, Texas, which provides for Grantor and the United States to exchange certain lands;

NOW, THEREFORE, for and in consideration of the United States conveying certain lands to Grantor by means of Quitclaim Deed, said Quitclaim Deed to be duly recorded in the Deed Records of El Paso County, Texas, Grantor has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto THE UNITED STATES OF AMERICA and its assigns, all that certain land situated in El Paso County, Texas, specifically described in Schedule "A" attached hereto, incorporated herein and hereby made an integral part hereof for all purposes;

Said land is being acquired for the use of the Department of the Interior, Bureau of Reclamation pursuant to the provisions of the Act of June 17, 1902 (32 Stat. 388), and Acts amendatory thereof or supplementary thereto, in particular the Act of August 4, 1939 (53 stat. 1197).

This conveyance is subject to the following:

- (1) Existing rights of way for canals, ditches, flumes, railroads, highways, roads, pipelines, telephone, telegraph and electric power transmission lines.
- (2) Mineral rights outstanding in third parties.

800 1435



RIGHT-OF-WAY DESCRIPTION

A parcel of land situate, lying, and being in the County of El Paso, State of Texas, adjoining Tract No. 7A, Block 6, San Elizario Grant, of the approved surveys of said County of El Paso, and more particularly described by metes and bounds as follows to wit:

Beginning at the north corner of the tract herein described, said corner being common to the north corner of Tract 7, Block 6, San Elizario Grant; whence monument 26 of State Highway 20 bears S  $40^{\circ} 21' 17''$  W 2282.44'; thence S  $37^{\circ} 12' E$  50.07'; thence S  $55^{\circ} 44' W$  903.07'; thence S  $82^{\circ} 46' 15'' W$  109.87'; whence monument 26 of State Highway 20 bears S  $28^{\circ} 59' W$  1346.41'; thence N  $55^{\circ} 44' E$  998.43' to the point of beginning, said parcel containing 1.09 acres, more or less, all as shown on copy of Drawing No. 23-503-7677, attached hereto and made a part hereof.

800 1437

548 056

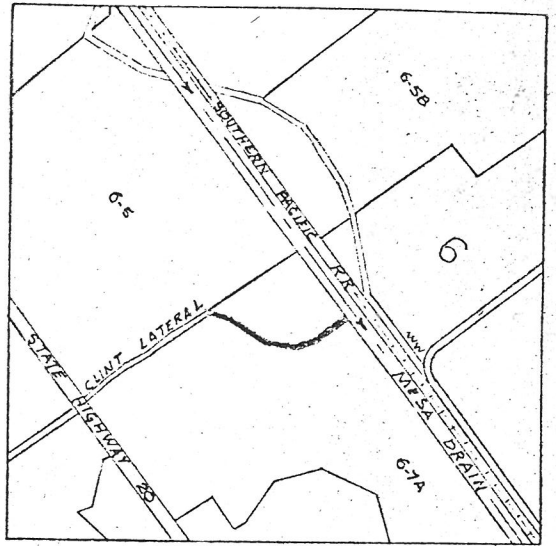
Schedule "A"

DESCRIPTION

That portion of the existing Clint Lateral right-of-way lying in Tract No. 7A, Block 6, San Elizario Grant, beginning at the Mesa Drain right-of-way and ending at a projection of the Southeasterly boundry line of the land described in schedule A.

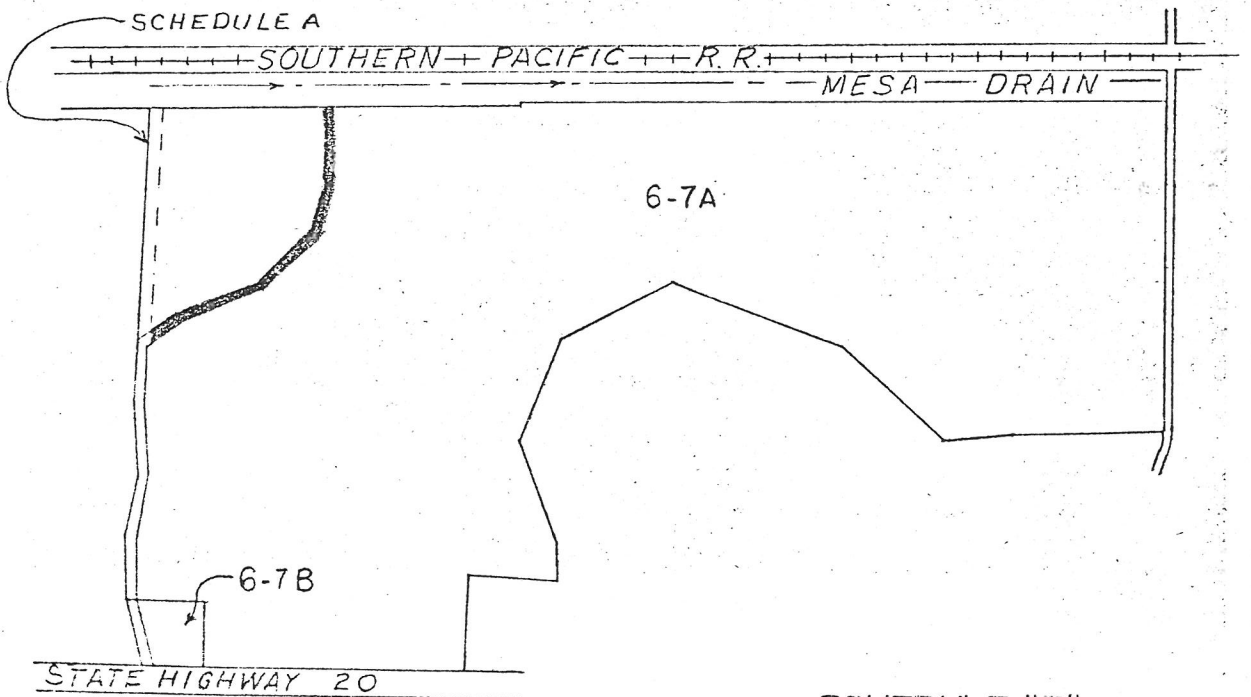
Schedule B





LOCATION MAP  
SCALE 1" = 1667'

OUT OF TRACT 7A, BLOCK 6  
SAN ELIZARIO GRANT, EL PASO COUNTY, TEXAS  
SURVEY AS APPROVED BY COMMISSIONERS  
COURT ON JAN. 13, 1930



NO SCALE

SCHEDULE "B"

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

CLINT LATERAL  
EXCHANGE OF RIGHT-OF-WAY

DRAWN *K.R.P.* SUBMITTED *K.K. [Signature]*  
TRACED *K.R.P.* RECOMMENDED *A.W. [Signature]*  
CHECKED *M.D.C.* APPROVED *[Signature]*

El Paso, Texas 3-21-74 23-503-7716



RIO GRANDE

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
OFFICE OF THE SOLICITOR  
FIELD SOLICITOR  
1106 HERRING PLAZA  
AMARILLO, TEXAS 79101

ZH

180.-

NOV 13 1974

COO#	OUT	INITIAL
360		ST
361	11/29	EE

11-29-74

November 12, 1974

Memorandum

To: Regional Director, Amarillo  
Attn: 360

From: Field Solicitor, Amarillo

Subject: Preliminary Title Opinion; Tract No. 6-7A; Contract No. 5-07-51-L0158; Vendor: Stanley P. Jobe, a single man; Rio Grande Project, New Mexico-Texas

Pursuant to the Project Superintendent's October 22, 1974, memorandum request, Land Purchase Contract (Exchange) No. 5-07-51-L0158, executed September 13, 1974; and Owner's Title Policy Binder issued July 25, 1974, submitted with his memorandum have been examined.

COMMENTS

Subject to delivery of a General Warranty Deed, the property being vacated or other satisfactory arrangements made with any parties in possession, and the payment of the prescribed premium, the Owner's Title Policy Binder commits El Paso Title Company, Inc. to issue a Title Policy insuring fee simple title to be vested in the United States subject to:

- (a) The usual exceptions and restrictions listed in the Binder.
- (b) The standard Payment, Proration and Closing Requirements.
- (c) Anything that may be filed subsequent to July 25, 1974.
- (d) The terms, conditions and stipulations of the subject Land Purchase Contract (Exchange).

11638 NOV 13 1974

(e) Payment of taxes through the year 1974, if any are due.

(f) Liens listed in the Binder, Requirements Section, particularly:

Vendor's lien retained in the Warranty Deed dated May 1, 1973, of record in Book 453, Page 404, Film Deed Records, from Ethel R. Briggs, a feme sole, to Jobe Investment, Inc., to secure a note of even date therewith for \$140,000.00 executed by grantee payable to grantor in annual installments as therein shown. And the Deed of Trust to Alex Silverman, Trustee of record in Book 453, Page 408, Film Deed of Trust Records, further securing the payment of said note.

Deed of Trust dated May 10, 1974 of record in Book 526, Page 256, Film Deed of Trust Records from Stanley Pruet Jobe to Alex Silverman, Trustee for T. A. Sacra to secure a note of even date therewith for \$180,000.00 payable \$90,000.00 on or before February 10, 1974 and \$90,000.00 on or before November 10, 1974.

(g) Easements listed in the Binder, Requirements Section, particularly Easement dated November 5, 1973, of record in Book 486, Page 618, Film Deed Records, from Jobe Investment Company, Inc., to El Paso Electric Company and Mountain States Telephone & Telegraph Company.

(h) and Leases and/or mineral reservations listed in the Binder, Requirements Section, particularly oil, gas and mineral lease dated September 24, 1964, of record in Book 114, Page 1664, from Ethel R. Briggs to R. C. Thomas.

(i) and Stanley P. Jobe's name appears on the Owner's Title Policy Binder as Stanley Pruet Jobe.

#### REQUIREMENTS

1. Obtain and file for recording in the Deed Records of El Paso County, Texas, a deed in the form of the enclosure herewith, properly executed and acknowledged by Stanley Pruet Jobe, a single man. This is the warranty deed - Stanley Pruet Jobe, a single man, Grantor to United States. Check that Stanley Pruet Jobe is Stanley P. Jobe.

2. Furnish evidence that all TAXES have been paid.

3. CERTIFY, subsequent to the time of recording the deed, that there are no unrecorded roadways or rights-of-way, no possessory rights contrary to the interests of the United States, and no current construction, by executing a CERTIFICATE OF INSPECTION AND POSSESSION, copy enclosed.

4. ASCERTAIN that there have been no transactions of record adversely affecting the interests of the United States from the date and time of the title commitment to the date and time of recording the deed.


5. Obtain partial releases of liens for the three liens set forth in the Title Binder and in comments, above. Copies of Partial Releases of liens are enclosed.

6. Record the executed Warranty Deed. Fill in the recording information on the Quitclaim Deed, and then record the Quitclaim Deed.

7. Check the LAND OR EASEMENT descriptions as they appear in the various documents for accuracy. Satisfaction of the Requirements listed herein, and acquisition of the lands or easements will be accepted as proof that you have checked the accuracy of the description and have found it to be accurate.

8. Obtain a TITLE POLICY which will be subject to the standard exceptions listed in the Binder; and to the easement listed in the Binder under Comments, above.

After you have satisfied all the requirements, above, send all copies of all documents to this office for a final title opinion and for proper distribution.

  
Thomas A. Garrity

cc:  
Project Superintendent, El Paso  
(w/encls)

14638 NOV 13 74

X - reg 780 - R.G. Conway & Son cont # L0159  
X - reg 500 - R.G.

425

780.

SEP 13 1974

OFFICIAL FILE COPY

Date	Surname	Code
9/12	Wm	435
9/12	Wimmer	400
9/12	Sheldon	ES
9/13	Hawk	300
9/13	Raut	100
		100

Memorandum

To: Project Superintendent, El Paso, Texas

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

Subject: Land Acquisition, Clint Lateral Relocation--Rio Grande Project, New Mexico-Texas

Enclosed are the following original land purchase contracts which have been executed on behalf of the United States as requested in your letter of September 6, 1974.

<u>Contract No.</u>	<u>Name</u>	<u>Tract No.</u>
5-07-51-L0158	Stanley P. Jobe	6-7A
5-07-51-L0159	Conway & Son, Inc.	8-1A

Both instruments should be properly recorded in the official deed records of El Paso County, Texas. Following such recordation, please return both contracts so the Amarillo Field Solicitor can prepare such additional instruments, releases, and documents as necessary to complete these two exchange transactions.

Enclosures 2

cc: Field Solicitor, Amarillo, Texas  
(w/c enclosures)

TSDarrow/pb/9-12-74

cont #1 was filed in Conway fund

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Rio Grande  
Project

Contract No. 5-07-51-L0158

Tract No. 6-7A

LAND PURCHASE CONTRACT (EXCHANGE)

THIS CONTRACT, made this 13<sup>th</sup> day of September, 1974,  
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, hereinafter styled the  
United States, acting through such officer as is authorized therefor by the Secretary of the  
Interior, and

Stanley P. Jobe, a single man

hereinafter styled Vendor,

2. WITNESSETH, That for and in consideration of the mutual agreements herein  
contained, the parties hereto do covenant and agree as follows:

3. The Vendor shall ~~sell and~~ by good and sufficient deed convey to the United States free  
of lien or encumbrance, except as otherwise provided herein, the following described real estate  
situated in the County of El Paso, State of Texas, to-wit:

Fee simple title in and to 1.09 acres of land, more or less, as more  
particularly described in the attached Schedule "A."

4. (a) The United States shall by Quitclaim Deed convey the following  
described real estate situated in the County of El Paso, State of Texas,  
to wit:

Quitclaim title in and to 1.00 acres, more or less, as more particularly  
described on the attached Schedule "B".

(b) The Vendor, his successors, or assigns, or agricultural  
lessees, if any, are to be paid for all damages to fences, crops, live-  
stock, trees, drainage or irrigation systems, and personal property  
as the result of the acquisition of the land described in Paragraph 3,  
above. Payment by the United States will be on the basis of an appraisal,  
based on a survey of the damages by a representative of the United States  
and the landowner on or about the date damages occur, approved by the  
Secretary of the Interior or his duly authorized representative.



provided, further, that after execution of this contract the United States may enter upon said property for the purpose of surveying for the construction of works of the United States. For the purposes of this Article 8, payment of consideration to the Vendor shall be deemed to have been made upon the mailing of the warrant or fiscal officer's check to vendor at his last known address.

9. If the Secretary of the Interior determines that the title should be acquired by the United States by judicial procedure, either to procure a safe title or to obtain title more quickly or for any other reason, then the award to be made for the interest acquired in said lands in said proceedings shall be the same amount as the purchase price herein provided.

10. The Vendor warrants that the Vendor 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 United States 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 United States.

11. 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 therefrom, 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 signed their names the day and year first above written.

THE UNITED STATES OF AMERICA

Witnesses:

By *Walt B. Hart*  
Acting Regional Director

Witness: *Bon Jolie*  
Address: *Rt 1 Box 195 Clint Tepon*

*Stanley D. Jole*  
Vendor

Address \_\_\_\_\_

Vendor

Address \_\_\_\_\_

Vendor



ACKNOWLEDGMENT OF VENDOR

State of *Texas* }  
County of *Hill* } ss.

On this *3rd* day of *Sept.*, 19 *74*, personally appeared before me *Stanley P. Jahn* to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that *he* signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

*R. A. Karasovich*

(SEAL)

Notary Public in and for the  
State of *Texas*  
Residing at *Fahnestock*  
My commission expires *6-1-75*