

Maros, Mike

780.-

RIO GRANDE

LANDS

Real Property &

Maros, Mike

Land

JAN 1971 THRU

780.-

DD23-0085-0034-00

DO NOT REMOVE MATERIAL FROM FOLDER WITHOUT AUTHORIZATION

X



RIO GRANDE

780.-

United States Department of the Interior
BUREAU OF RECLAMATION

RIO GRANDE PROJECT
1221 MILLS BUILDING P. O. DRAWER P
EL PASO, TEXAS 79952

IN REPLY
REFER TO:

JUN 28 1974

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7-12-74

Memorandum

To: Regional Director, Amarillo, Texas
Attention: SW-420

From: **TON** Project Superintendent

Subject: Relocation of a Portion of the Clint Lateral from
Station 221+75 to Station 367+72 - Rio Grande Project

Handwritten notes:
8-1A
8-2
6-7
Drawing No. 23-506-7674, 23-506-7675, and 23-506-7677

Under the Rehabilitation and Betterment Program contracted by the El Paso County Water Improvement District No. 1 for improvement of the existing laterals, a portion of the Clint Lateral, from approximately Station 221+75 to Station 367+72, has been selected for realignment and concrete lining. The realignment will involve 3 exchanges of land rights and one straight acquisition. Funds have been provided and construction is planned to coincide with the beginning of the fiscal year. Time is of the essence for completing the right-of-way transaction.

The acquisition of the Clint Lateral right-of-way by the United States for the reach involved was by a quit claim deed from the Clint Community Ditch Association; a xerox copy of the deeds are enclosed. The attached xerox copies of the El Paso Valley Property Maps, Sheets 17 and 19, indicate the location of the Clint Lateral being considered for relocation. Also enclosed is a portion of the drawing showing the location of the Clint "Ditch" and the proposed relocated position is marked in red.

The owners of Tracts 8-1A, 8-2, and 6-7 have indicated their willingness to have the lateral relocated from the existing location to the proposed location as shown on Drawing No. 's 23-506-7674, 23-506-7675, and 23-506-7677, and will exchange their rights. The lands involved are of approximate equal

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 unmaturing 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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande
Project

Contract No. 5-07-51-L0176

Tract No. 8-2

LAND PURCHASE CONTRACT (EXCHANGE)

THIS CONTRACT, made this 16th day of October, 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

Mike Maros and Mary Beth Maros, his wife

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 2.92 acres of land, more or less, as
more particularly described in attached Schedule "A".

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

Quitclaim title in and to 2.44 acres of land, more or less, as more
particularly described on 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.

P. GOINER,
DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION
700 E. 5th AVE. ATD 103 SE, OKLA 8-318
EL PASO, TX 79901

RETURN TO:

A/ The United States shall purchase said property on the terms herein expressed, and on/ execution and delivery of the deed required by Article 3, and approval by the proper officials of/ the United States, it shall cause to be paid to the Vendor as full purchase price the sum of/ ADOLARS (\$ /) by United States Treasury/ warrant or fiscal officer's check.

5. The Vendor shall at his own cost procure and have recorded all assurances of title and affidavits which the Vendor may be advised by the United States are necessary and proper to show in the Vendor complete fee simple unencumbered title to said property subject only to the interests, liens, or encumbrances expressly provided herein. Abstracts or certificates of title or title insurance will be procured by the United States at its expense unless otherwise provided in this contract. The expense of recording this contract and the deed required by Article 3 shall be borne by the United States.

The United States shall reimburse the Vendor in an amount deemed by the United States to be fair and reasonable for the following expenses incurred by the Vendor:

- (a) Recording fees, transfer taxes and similar expenses incidental to conveying the real property described herein to the United States.
- (b) Penalty cost for prepayment of any pre-existing recorded mortgage entered into in good faith encumbering said real property; and
- (c) The pro rata portion of real property taxes paid which are allocable to a period subsequent to the date of vesting title in the United States, or the effective date of possession of such real property by the United States, whichever is earlier.

The Vendor agrees to furnish the United States evidence that these items of expenses have been billed to and paid by him, and further agrees that the United States alone shall determine the fairness and reasonableness of the expenses to be paid.

6. In the event that liens or encumbrances other than those expressly provided herein, do exist, the United States may, at its option, remove any and all such outstanding liens and encumbrances by reserving from the purchase price herein set forth the necessary amount and discharge same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrance as against this contract, nor as an assumption of any lien or encumbrance by the United States.

7. This contract shall become effective to bind the United States to purchase said property immediately on its execution by the contracting officer acting under the authority of the Secretary of the Interior and shall inure to the benefit of and be binding on the heirs, executors, administrators and assigns of the Vendor, and the assigns of the United States.

8. Notwithstanding earlier delivery of the deed as herein provided, vendor may retain possession of said property until the ninetieth day following the date of this contract or until the ninetieth day following the date the Vendor has received written notice to vacate whichever is earlier; provided, however, that in any event Vendor may retain possession of said property until payment to Vendor of the consideration. Vendor may harvest and retain the crops thereon until November 1, 1974. ;

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.

| | |
|---|---|
| <p>Witnesses:</p> <p>_____</p> <p>Address <u>Box 648</u></p> <p><u>Falens, Texas 79838</u></p> <p>Address <u>Box 648</u></p> <p><u>Falens, Texas 79838</u></p> <p>Address _____</p> | <p>THE UNITED STATES OF AMERICA</p> <p>By <u><i>R. B. Leonard</i></u></p> <p><u>Acting Regional Director</u></p> <p><u><i>J. J. Green</i></u></p> <p>Vendor</p> <p><u><i>Mrs. Mike Maras</i></u></p> <p>Vendor</p> <p>_____</p> <p>Vendor</p> |
|---|---|

ACKNOWLEDGMENT OF VENDOR

State of TEXAS }
County of EL PASO } ss.

On this 3rd day of October, 1974, personally appeared before me MIKE MAROS AND MARY BETH MAROS to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

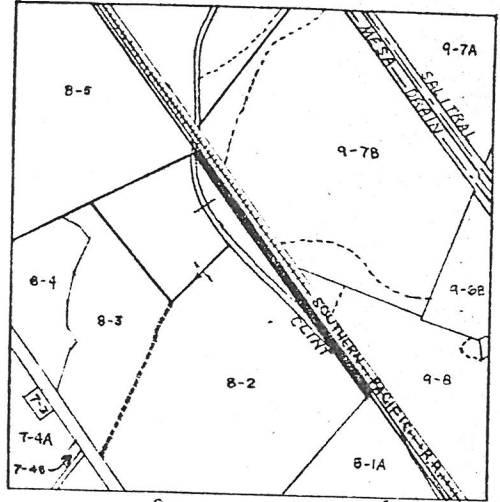
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



(SEAL)

Notary Public in and for the
State of Texas
Residing at Fabens, Texas
My commission expires June 1, 1975

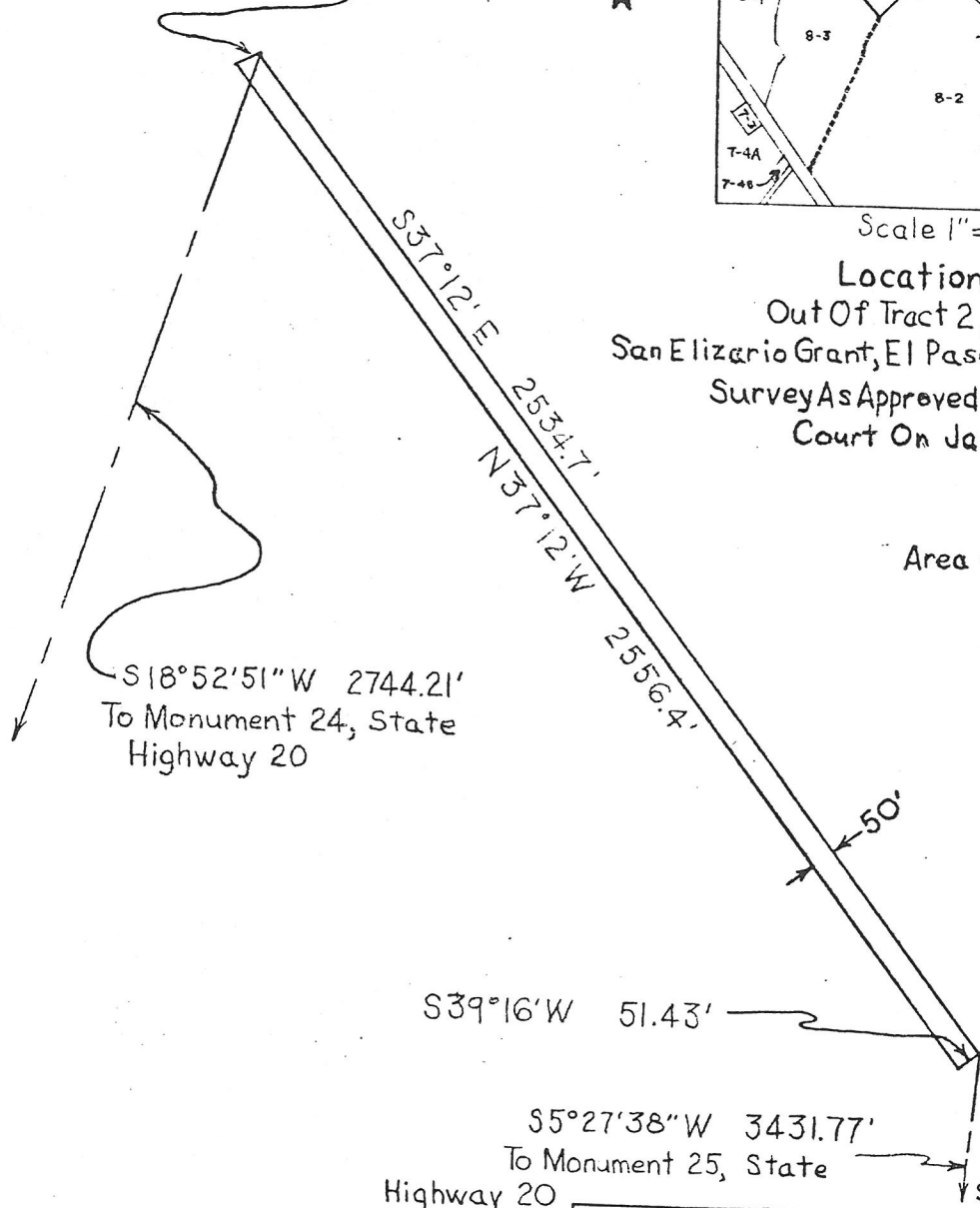
N63°45'E 50.93'



Scale 1" = 1667'

Location Map
Out Of 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.




S39°16'W 51.43'

S5°27'38" W 3431.77'
To Monument 25, State
Highway 20

SCHEDULE "A"

Scale 1" = 400'

 ALWAYS THINK SAFETY

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

DRAWN *M.D.C.* SUBMITTED *Wynon Sham*
TRACED *M.D.C.* RECOMMENDED *A. Beck*
CHECKED *E.L.* APPROVED *J. M. L. B. [Signature]*

EL PASO 8-26-74

23-503-7674

DESCRIPTION

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:

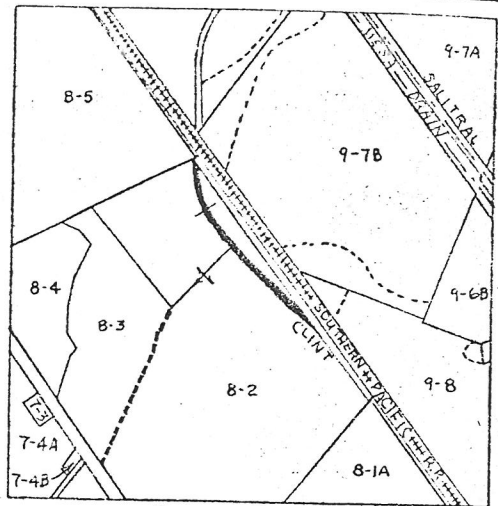
Beginning at the southeast corner of the tract herein described, said corner being common to the east corner of Tract 2, Block 8, San Elizario Grant; whence monument 25 of State Highway 20 bears S $5^{\circ} 27' 38''$ W 3431.77'; thence S $39^{\circ} 16'$ W 51.43'; thence N $37^{\circ} 12'$ W 2556.4'; 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.

Schedule "A"

DESCRIPTION

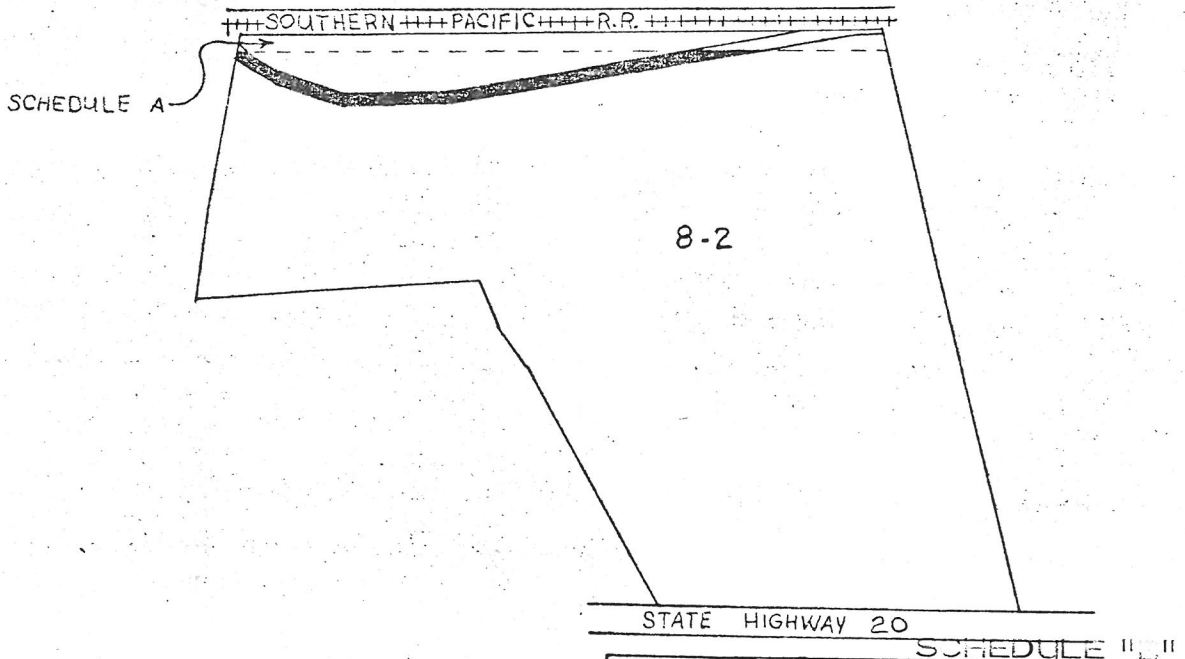
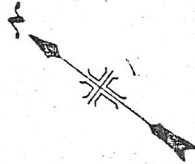
All land lying in Tract No. 2, Block 8, San Elizario Grant occupied by the existing Clint Lateral and not described in Schedule A.

Schedule B




Scale 1" = 1667'

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



No Scale

 ALWAYS THINK SAFETY

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
RIO GRANDE PROJECT-NEW MEXICO-TEXAS
CLINT LATERAL
Exchange Of Right-of-Way

DRAWN *M.D.C.* SUBMITTED *K. K. [Signature]*
TRACED *M.D.C.* RECOMMENDED *[Signature]*
CHECKED APPROVED *[Signature]*

El Paso Texas 8-21-74 23-503-7718



RIO GRANDE

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR
FIELD SOLICITOR
BOX H-4393, HERRING PLAZA
AMARILLO, TEXAS 79101

780.-

MAY 9 1975

| DATE | BY | INITIAL |
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LE

May 8, 1975

Memorandum

To: Regional Director, Bureau of Reclamation, Amarillo
Attn: 360

From: Field Solicitor, Amarillo

Subject: Preliminary Title Opinion; Tract No. 8-2; Contract
No. 5-07-51-L0176; Vendors: Mike Maros, et ux;
Rio Grande Project, New Mexico-Texas

Pursuant to the Project Superintendent's November 27, 1975, memorandum request, Land Purchase Contract (Exchange) No. 5-07-51-L0176, executed October 16, 1974, and Owner's Title Policy Binder issued July 26, 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 Section B of the Commitment.
- (b) The standard Payment, Proration and Closing Requirements.
- (c) Anything that may be filed subsequent to July 26, 1974.
- (d) The terms, conditions and stipulations of the subject Land Purchase Contract (Exchange).

✓ 5-22-75

02325 MAY 9 1975

(e) Payment of taxes for the year 1974, and previous years, if any are due.

(f) Listed in the Owner's Title Policy Binder under Section a (Title Requirements) particularly the oil and gas lease dated December 10, 1963, of record in Book 1, Page 17, Film Deed records, primary term 10 years. Certificate of Inspection and Possession should show whether no oil and gas activity, or oil and gas activity will not interfere with Reclamation's use of land.

(g) Easement listed in the Owner's Title Policy Binder under Section B, Paragraph 5, particularly easement dated June 4, 1962, of record in Book 1678, Page 281, Deed Records, from Mike Maros to El Paso Electric Company and Mountain States Telephone and Telegraph Company over a part of Tract 2;

(h) and Order for Incorporation of the City of Algodones dated April 7, 1962, of record in Book 1670, Page 365, Deed Records and the Order concerning zoning in the Town of Algodones dated July 28, 1973, of record in Book 469, Page 170, Film Deed Records. Zoning ordinance does not interfere with use by Reclamation. May be waived. Algodones zoning order was examined in connection with Conway & Sons' acquisition.

REQUIREMENTS

1. Obtain and file for recording in the Deed Records of Jackson County, Texas, a deed in the form of the enclosure herewith, properly executed and acknowledged by Mike Maros and wife, Mary Beth Maros.
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, either by executing a new CERTIFICATE OF INSPECTION AND POSSESSION. Please note Comments, paragraph (f) above.
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.

02325 MAY 1975

5. Check the LAND OR EASEMENT description as it appears in the various documents for accuracy. The descriptions are the same in all documents examined. 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.

6. Obtain a TITLE POLICY which will be subject to the standard exceptions listed in Section B of the Binder; to the easement listed in the Comments, above; and to the mineral lease and interest listed in the Requirements Section, Paragraph Numbered 2, of the Binder, and under Comments, above; and

7. Furnish a certified copy of a Quitclaim Deed, copy enclosed, whereby the United States quitclaims the old right-of-way to Mike Maros, et ux. Please note the General Warranty Deed should be recorded first. The information as to where the General Warranty Deed was recorded should be entered into the space allotted for that purpose on the Quitclaim Deed. Then the Quitclaim Deed should be recorded.

By copy of this letter to the Project Superintendent, we are furnishing the warranty deed, quitclaim deed and certificate of inspection and possession, to be executed and returned to this office. After the above discussed requirements have been met, these instruments will be sent to the Regional Finance Officer with a final title opinion for retention in the Project land records.



Thomas A. Garrity, Jr.

cc:
Project Superintendent, El Paso
(w/quitclaim deed, warranty deed and
certificate of inspection and possession)

02325 MAY 1975

RIO GRANDE

780.-

OFFICIAL FILE COPY

| Date | Surname | Code |
|-------|---------|------|
| 10/15 | WML | 425 |
| 10/15 | Weimer | 400 |
| 10/16 | Gandy | FS |
| | | 181 |
| 10/16 | Ledyard | 180 |

425

780.-

OCT 16 1974

Memorandum

To: Project Superintendent, El Paso, Texas

From: ^{ACTING} Regional Director

Subject: Land Acquisition, Clint Lateral Relocation, Tract No. 8-2, Mike Maros et ux. - Rio Grande Project, New Mexico-Texas

Enclosed are the original and one copy of Land Purchase Contract (Exchange) No. 5-07-51-L0176 which has been executed on behalf of the United States as requested in your transmittal letter of October 10, 1974.

After this instrument has been recorded in the land records of El Paso County, please return it to the Amarillo Field Solicitor for preparation of documents necessary for completion of this exchange transaction.

R. B. Ledyard

Enclosure

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

TSDarrow:zb 10-15-74



IN REPLY
REFER TO:

RIO GRANDE NS 180
United States Department of the Interior
BUREAU OF RECLAMATION

RIO GRANDE PROJECT
1221 MILLS BUILDING P. O. DRAWER P
EL PASO, TEXAS 79952

OCT 10 1974

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10-17-74

Memorandum

To: Regional Director, Amarillo, Texas
Attention: SW-425

From: Project Superintendent

Subject: Land Acquisition; Relocations of Portions of the
Clint Lateral - Rio Grande Project, Texas

Enclosed are the Land Purchase Contracts (Exchange) for tract 8-2. The contracts have been signed by the Vendors and are notarized.

Please assign contract numbers to the documents and have them executed on behalf of the United States.

We have previously submitted copies of the Owner's Title Policy Binders for these tracts.

James W. Kirby

Enclosures

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

copy of contract one
et copy.

RIO GRANDE

WR 780.
180.

OFFICIAL FILE COPY

| Date | Surname | Code |
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| 8/20 | no Off. | 425 |
| 7/7 | Wimer | 480 |
| 8/21 | Styden | FS. |
| 8/21 | Rudt | 101 |
| | | 100 |

orig John

425

780.-

AUG 21 1974

Memorandum

To: Project Superintendent, El Paso, Texas

From: ^{ACTING} Regional Director

Subject: Land Acquisition, Tracts Nos. 6-7A, 8-1A, and 8-2;
Clint Lateral--Rio Grande Project, Texas

Morse

[Signature]

This will acknowledge receipt of your letter of August 13 concerning aspects of the rights-of-way required for your proposed relocation of Clint Lateral.

The Owner's Title Policy Binders, issued by USLIFE Title Insurance Company of Dallas through the El Paso Title Company, appear to be acceptable, but copies of these binders should be included in your acquisition assembly as outlined in the Field Solicitor's letter to you of July 12, 1974.

It is suggested you contact the Amarillo Field Solicitor regarding possible changes in article 4(a) of the land purchase contract he prepared for your use in these three exchange situations as discussed in a telephone conversation between Mr. Tom Darrow and Mr. Ken Peddle.

John B. Rudt

cc: Field Solicitor, Amarillo, Texas
(w/c of title binders only)

TSDarrow/pb/8-20-74

X- copy to [unclear] 7/17
[unclear] 8-20-74

Tract No. 8-2

Owner's Title Policy Binder

1100 ...
1100 ...
1100 ...

Name Mike Maros and wife

Address

United States of America

of the herein described real estate

Policy to be issued with a letter placed with the OWNER'S TITLE POLICY ... based upon the sale referred to ... and any ...
The undersigned hereby certifies that the Company will not be liable under the terms of this commitment or subsequently issued Owner's Title Policy ...
of either party or its agent or Policy Agent that the Company shall not be liable in any respect to issue a policy of title insurance subject to the conditions

We have approved this policy Mike Maros and wife, Mary Beth Maros
by the following deeded legal description:

That portion of Tract Two (2) in Block Eight (8) of the San Elizario Grant in El Paso County, Texas, which is particularly described 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°27'38" W 3431.77'; thence S 39°16' W 51.43'; thence N 37°12' W 2556.4'; thence N 63°45' E 50.93'; whence monument 24 of State Highway 20 bears S 18°52'51" W 2744.21'; thence S 37°12' E 2534.7'; to the point of beginning and containing 2.92 acres, more or less.

Subject To

Section A (Title Requirements)

1. Tax to be paid as follows through the year 1973.

2. The following questions, from said zoning, unless excepted in the Policy to be issued, are to be released of record: Order for Incorporation of the City of Algodones dated April 7, 1962 of record in Book 1670, Page 365, Deed Records and the Order concerning zoning in the Town of Algodones dated July 28, 1973 of record in Book 469, Page 170, Film Deed Records.

Oil, gas and mineral lease dated December 10, 1963 of record in Book 1, Page 17, Film Deed Records, from Mike Maros and wife, Mary Beth Maros to Socony Mobil Oil Company for a period of one years.

3. Each of us hereby certifies 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 any other person or persons named above.

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

(Matters to be excluded from policy coverage)

1. All liens, covenants, conditions, reservations, or other matters affecting title to the land herein described which are recognized or created in the Deed to the assured or other closing papers.
2. All liens, covenants, conditions, reservations, or other matters affecting the property.
3. Any discrepancies, conflicts, or shortages in area or bound by lines, or any encroachments, or any overlapping of improvements.
4. Taxes and assessments for the current and subsequent years.

5. Easement dated June 4, 1962 of record in Book 1678, Page 281, Deed Records, from Mike Maros to El Paso Electric Company and Mountain States Telephone & Telegraph Company over a part of Tract 2.

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, 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 subject to 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 stated 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 26, 1974 _____ M
(to be filed or withdrawn, the examination closes)

USLIFE TITLE INSURANCE COMPANY of Dallas
By El Paso Title Co., Inc.

By *B. Schwarzbach*
Authorized Signature

EL PASO TITLE AND GUARANTY COMPANY

780.

orig John

425

780.-

JUL 11 1974

OFFICIAL FILE COPY

| Date | Surname | Code |
|------|---------|------|
| 7/11 | John | 425 |
| 7/11 | Summers | 430 |
| 7/11 | Loggins | 480 |
| 7/11 | Kaest | 101 |
| | | 100 |

Memorandum

To: Project Superintendent, El Paso, Texas

From: ^{EOE} 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 C. 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-152 R4
in "Emergency Relocation, Rio Grande Project, Texas"*

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. Paul". 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 ZH

780-

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

| JUL 15 1974 | | |
|-------------|------|---------|
| CODE | DAY | INITIAL |
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| 725 | 7/16 | JMB |
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| | | |

July 12, 1974

Memorandum

orig Jobe
Maros

To: Project Superintendent, El Paso

From: Field Solicitor, Amarillo *Jobe*

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

X-orig 780-10-3-78-1A

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.

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.

Enclosures

cc:

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

9243 JUL 15 74

RIO GRANDE

LE
780.-

Jobe
over

425

780.-

JUL 9 1974

OFFICIAL FILE COPY

| Date | Surname | Code |
|------|-----------|------|
| 7/9 | J.P. - | 435 |
| 7/9 | R. Wilson | 430 |
| 7/9 | Zoomis | 400 |
| 7/9 | Racet | 101 |
| | | 100 |

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 commissioners 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-1: 520 A-1
 Boundary of land. Tr. 8-1A
 Maros, Mike " 7-2A

Maros

pd

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.

A handwritten signature in cursive script, appearing to read "Adelle Rauh". The signature is written in dark ink and is positioned to the right of the "Enclosures" heading.

Enclosures

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

TSDarrow/pb/7-9-74

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Mrs. Young

COMMISSIONER

El Paso, Texas. September 10, 1942.

RECEIVED

SEP 15 1942

D. C. RECLAMATION

430- —

RIO GRANDE

Acting
From Project Superintendent
To District Counsel
Subject - Quitclaim Deed - Vince Baier - Rio Grande Project.

1. For your consideration and approval, there is transmitted herewith Quitclaim Deed dated March 31, 1942, from Vince Baier, covering right of way located in Tract 3 B, Block 40 of the Mainland San Elizario Grant.

2. From the following investigation the grantor in said instrument appears to be the owner of the land: Deed records of El Paso County, Texas.

3. The holding over which the right of way is granted contains about 142 acres.

4. The right of way granted is worth about \$125.00.

W. F. Resch
Acting Superintendent

Amarillo, Texas SEP 18 1942

The Quitclaim deed above described 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.

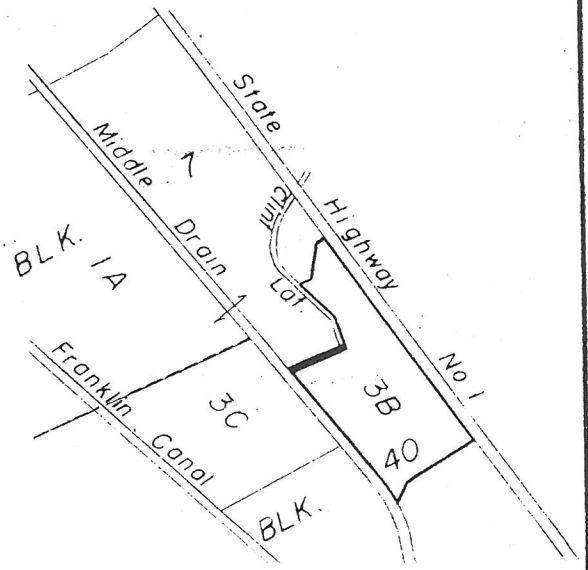
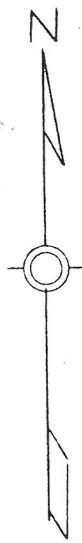
Spencer L. Baird
District Counsel
SPENCER L. BAIRD

El Paso, Texas October 8, 1942

The above described instrument has been accepted and recorded and is transmitted herewith to the Washington Office for filing.

W. F. Resch
Superintendent

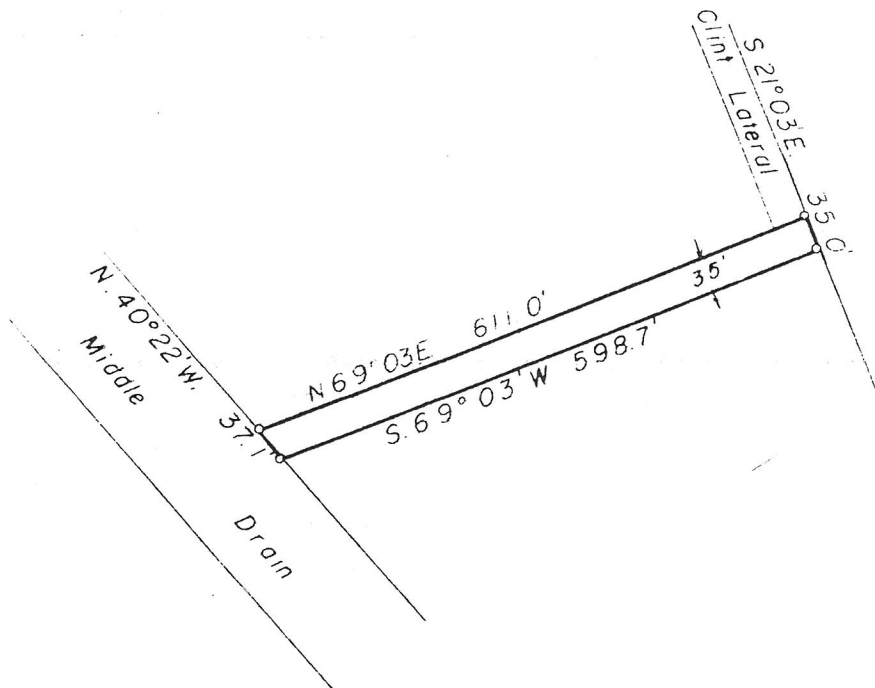
OCT 13 '42 96095



LOCATION PLAT
Scale 1" = 2000'

TRACT 3B BLOCK 40
RESURVEY OF THE SAN ELIZARIO GRANT
EL PASO COUNTY, TEXAS.

R. of W. 0.49 Ac.



SCALE 1" = 200'

| | |
|---|-----------------------------------|
| UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION RIO GRANDE PROJECT, NEW MEXICO, TEXAS | |
| GLINT LATERAL RIGHT OF WAY | |
| FIELD WORK DRAWN A.O.D. | CHECKED APPROVED <i>S.W.H.</i> |
| 4297-L44 | EL PASO, TEX. <i>Mar</i> 1942 |

34535

Vince Baier

THE STATE OF TEXAS,
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS: THAT

Vince Baier - a single man

of the County of Hudspeth, and State of Texas, for and in consideration of the sum of One and no/100 (\$1.00) ----- DOLLARS,

to him in hand paid by THE UNITED STATES OF AMERICA, in pursuance of the provisions of the Act of June 17, 1902 (32 Stat. 588), and acts amendatory thereof or supplemental thereto

~~of the County of~~, ~~and State of~~ the receipt whereof is hereby acknowledge, do by these presents Bargain, Sell, Release and Forever Quit-Claim, unto the said

THE UNITED STATES OF AMERICA, its successors

~~and~~ and assigns all his right, title and interest in and unto that tract or parcel of land lying in the County of El Paso, and State of Texas, described as follows, to-wit:

A tract of land lying and situate in El Paso County, Texas, and in tract 3B Block forty (40) of the official resurvey of the Mainland San Elizario Grant as accepted by the Commissioners' Court of El Paso County, Texas, the 13th day of January 1930, and of record in the office of the county clerk of said county and state; more particularly described as follows:

Beginning at the point of intersection of the line between Tract 3B Block forty (40) and Tract 1A Block seven (7) of said official resurvey of the San Elizario Grant with the northeasterly right of way line of the Middle Drainage Canal which is the property of the United States, said point of intersection being the most westerly corner of said tract 3B; thence along the line between said Tracts 3B Block forty (40) and 1A Block seven (7) North sixty-nine degrees (69°) three minutes (3') East six hundred eleven (611) feet to a corner common to said tracts 3B and 1A; thence South twenty-one degrees (21°) three minutes (03') East thirty-five (35) feet; thence South sixty-nine degrees (69°) three minutes (03') West five hundred ninety-eight and seven tenths (598.7) feet to the northeasterly right of way line of the Middle Drainage Canal; thence along said right of way line North forty degrees (40°) twenty-two minutes (22') West thirty-seven and one tenth (37.1) feet to the point of beginning. Said tract of land containing forty-nine hundredths (0.49) of an acre, more or less. All as shown on plat attached hereto and made a part hereof. Not claimed as homestead property.

Correct as to Engr. Data S.M.A.

TO HAVE AND TO HOLD all his right, title, interest, estate and claim 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 THE UNITED STATES OF AMERICA, its successors

~~and~~ and assigns forever.

WITNESS my hand this the 31st day of March, A. D. 1942

Witnesses at Request of Grantor:

Care Pearce
John W. Waterman Jr.

Vince Baier

THE STATE OF TEXAS,
County of El Paso,

Before me, Geo. W. Hoadley, a Notary Public, in and for El Paso County, Texas, on this day personally appeared Carl Peacock, 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 Vince Baier, the grantor or person who executed the foregoing instrument, subscribe the same, and that he had signed the same as a witness at the request of the person who executed the same.

Given under my hand and seal of office, this 1st day of April, A.D., 1942

Geo. W. Hoadley

GEO. W. HOADLEY, Notary Public
In and for El Paso Co., Texas
Com. Expires June 1st. 1943

COUNTY OF EL PASO.

Before me,

..... in and for
El Paso County, Texas, on this day personally appeared..... wife of
..... known to me to be the person whose name is subscribed
to the foregoing instrument, and having been examined by me privily and apart from her husband, and having
the same by me fully explained to her, she, the said..... acknowledged such instru-
ment to be her act and deed, and declared that she had willingly signed the same for the purposes and consid-
eration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this..... day of..... A. D. 192.....

BY *[Signature]*
R. D. LOWRY, County Clerk
At Clerk County Court, El Paso County, Tex.

Filed for Record the
FILED FOR RECORD
day of SEP 23 1942, at
9:45 o'clock A M.
AND RECORDED
minutes
Sept 28, 1942

TO
Vince Baier
U.S.A. X

**QUIT-CLAIM DEED -
SINGLE AND WIFE'S SEPARATE
ACKNOWLEDGMENTS**

COMPLETED
INDEXED

THE STATE OF TEXAS,
COUNTY OF EL PASO,

I, P. D. LOWRY Clerk of the

County Court of said County, do hereby certify that the above instrument of writing, dated on the 31
day of March, A. D., 1942, with its certificate of authentication, was filed for record in my
office this 23 day of Sept, A. D., 1942, at 9:45 o'clock A M
and duly recorded the 28 day of Sept, A. D., 1942, at 9 o'clock A M
in the..... records of said County, in Volume 720 on Pages 564

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

P. D. LOWRY

Clerk County Court, El Paso County,
By *[Signature]*, Deputy.

720 S.C.C.

ELI & BROS. PRINTING CO., EL PASO

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande
Project

Contract No. 5-07-51-L0176

Tract No. 8-2

LAND PURCHASE CONTRACT (EXCHANGE)

THIS CONTRACT, made this 16th day of October, 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

Mike Maros and Mary Beth Maros, his wife

P. GOMER
DEPARTMENT OF THE INTERIOR / BUREAU OF RECLAMATION
700 E. 5th AVE. ST. ROOM 8-318
EL PASO, TX 79901

RETURN TO:

hereinafter styled Vendor,

2. WITNESSETH, That for and in consideration of the mutual agreements herein
contained, the parties here:to 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 2.92 acres of land, more or less, as
more particularly described in attached Schedule "A".

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

Quitclaim title in and to 2.44 acres of land, more or less, as more
particularly described on 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.

This is no record according
to either Exhibit "A" Fee Title Simple
or Exhibit "B" Quit Claim Deed
Send this if you will visit the
Property and get a deed to make
Maros & wife to sign and Record
Dec 21 1974

THIS CONTRACT, made this _____ day of _____, 19____,
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

hereinafter styled Vendor,

A/ With United States/ shall purchase/ said/ property/ on the terms herein expressed/ and on/ execution and delivery/ of/ the deed hereinafter Article 3/ and approval/ by the proper/ officials of/ the United States/ at that time/ to be paid to the Vendor/ as/ provided herein/ shall be/ agreed/ by/ United States/ Secretary/
NATIONAL FISCAL OFFICERS CHECK

5. The Vendor shall at his own cost procure and have recorded all assurances of title and affidavits which the Vendor may be advised by the United States are necessary and proper to show in the Vendor complete fee simple unencumbered title to said property subject only to the interests, liens, or encumbrances expressly provided herein. Abstracts or certificates of title or title insurance will be procured by the United States at its expense unless otherwise provided in this contract. The expense of recording this contract and the deed required by Article 3 shall be borne by the United States.

The United States shall reimburse the Vendor in an amount deemed by the United States to be fair and reasonable for the following expenses incurred by the Vendor:

- (a) Recording fees, transfer taxes and similar expenses incidental to conveying the real property described herein to the United States.
- (b) Penalty cost for prepayment of any pre-existing recorded mortgage entered into in good faith encumbering said real property; and
- (c) The pro rata portion of real property taxes paid which are allocable to a period subsequent to the date of vesting title in the United States, or the effective date of possession of such real property by the United States, whichever is earlier.

The Vendor agrees to furnish the United States evidence that these items of expenses have been billed to and paid by him, and further agrees that the United States alone shall determine the fairness and reasonableness of the expenses to be paid.

6. In the event that liens or encumbrances other than those expressly provided herein, do exist, the United States may, at its option, remove any and all such outstanding liens and encumbrances by reserving from the purchase price herein set forth the necessary amount and discharge same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrance as against this contract, nor as an assumption of any lien or encumbrance by the United States.

7. This contract shall become effective to bind the United States to purchase said property immediately on its execution by the contracting officer acting under the authority of the Secretary of the Interior and shall inure to the benefit of and be binding on the heirs, executors, administrators and assigns of the Vendor, and the assigns of the United States.

8. Notwithstanding earlier delivery of the deed as herein provided, vendor may retain possession of said property until the ninetieth day following the date of this contract or until the ninetieth day following the date the Vendor has received written notice to vacate whichever is earlier; provided, however, that in any event Vendor may retain possession of said property until payment to Vendor of the consideration. Vendor may harvest and retain the crops thereon until November 1, 1974.

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.

| | | | |
|------------|--|----|--|
| Witnesses: | _____ | By | THE UNITED STATES OF AMERICA <i>R. B. Ledyard</i> Acting Regional Director |
| Address | <i>Box 648</i> <i>Galena, Texas 79838</i> | | <i>J. L. [Signature]</i> Vendor |
| Address | <i>Box 648</i> <i>Galena, Texas 79838</i> | | <i>Mrs. Mike Morris</i> Vendor |
| Address | _____ | | _____ Vendor |

