

PARKER, OTIS, et. ux., Velma K.

CONTRACT FOR EXCHANGE OF LAND

CUADRILLA LATERAL (045) 0023-6085-0030-00

19-(30) Texas 29-(7) Texas

780

X

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

Contract for Exchange of Land

THIS CONTRACT, made this 23 day of December, 1957, in pursuance of the Act of Congress of June 17, 1902, (32 Stat. 388) and all acts amendatory thereof and supplementary thereto, particularly pursuant to the Act of Congress approved August 4, 1939, (43 U.S.C. 485), between the UNITED STATES OF AMERICA, hereinafter styled the United States, represented by the Officer executing this contract, and OTIS PARKER and VELMA K. PARKER, his wife, hereinafter referred to as the Landowners.

WITNESSETH THAT:

EXPLANATORY RECITALS

2. WHEREAS the United States is the owner of that certain piece or parcel of land in El Paso County, Texas, lying between Tract 11, Block 5, and Tract 2C, Block 40, in the San Elizario Grant, according to the survey thereof, approved by the Commissioner's Court of the County of El Paso on January 13, 1930, containing sixty-eight hundredths (0.68) acres of land, more or less, more particularly described in Schedule A, attached hereto and made a part hereof, and

3. WHEREAS, the Landowners are the owners of that certain piece or parcel of land in El Paso County, Texas, containing 1.12 acres of land more or less, and being part of Tract 2C Block 40 of the San Elizario Grant, according to the survey thereof, approved by the Commissioner's Court of the County of El Paso on January 13, 1930, and more particularly described in Schedule B, attached hereto and made a part hereof, and

4. WHEREAS, the parties hereto desire to exchange ownership of the lands described in Articles 2 and 3 of this contract.

5. NOW THEREFORE, in consideration of the covenants and agreements of the parties hereto, it is mutually agreed as follows:

6. The Landowners do hereby grant, bargain, sell, remise, convey, release and confirm unto the United States, its successors and assigns forever, all of the land and real estate described in Article 3 hereof, together with all hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion

T.H.M.

and reversions, remainder and remainders, rents, issues, and profits thereof and all the estate, right, title, interest, claim, and demand whatsoever, of the Landowners, either in law or in equity, of, in, and to the above bargained premises, with the hereditaments and appurtenances; TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the United States, its successors and assigns forever. And the Landowners, for their heirs, executors, and administrators, do covenant and agree, to and with the United States, its successors and assigns, that at the time of the enrolling and delivery of these presents they are well seized of the premises above conveyed, of a good, sure, perfect, absolute and indefeasible estate of inheritance in law and in fee simple and have good right, full power, and lawful authority to grant, bargain, sell, and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, and incumbrances of what kind and nature soever; and the above bargained premises, in the quiet and peaceable possession of the United States, its successors and assigns, against all and every person or persons lawfully claiming, or to the claim, the whole or any part thereof, the Landowners shall and will warrant and forever defend.

7. The United States does hereby Quitclaim, Grant, Bargain, Sell, and Convey to the Landowners all of the right, title, and interest of the United States, in and to the land and real estate described in Article 2 hereof, together with all the improvements thereon and the appurtenances thereto belonging.

8. No Member of, or Delegate to Congress, or Resident Commissioner shall be admitted to any share of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto set their hand the day and year first above written.

THE UNITED STATES OF AMERICA

By /s/ Robert W. Jennings

 /s/ Otis Parker
Otis Parker

 /s/ Velma K. Parker
Velma K. Parker

STATE OF TEXAS }
COUNTY OF EL PASO }

L. P. Evers, Jr.

Before me, _____, a Notary Public, in and for El Paso County, Texas, on this day, personally appeared Otis Parker, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as his free act and deed.

Given under my hand and seal of office this 18 day of October, 1957 A.D.

SEAL

/s/ L. P. Evers, Jr.

My Commission Expires June 30, 1959.

STATE OF TEXAS }
COUNTY OF EL PASO }

L. P. Evers, Jr.

Before me, _____, a Notary Public, in and for El Paso County, Texas, on this day personally appeared Velma K. Parker, wife of Otis Parker, 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 fully explained to her, she, the said Velma K. Parker, acknowledged such instrument to be her free act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this 18 day of October, 1957 A.D.

SEAL

/s/ L. P. Evers, Jr.

My Commission Expires June 30, 1957.

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF POTTER)

Before me, Ernestine R. Murrin, a notary public in and for the County of Potter, State of Texas, on this day personally appeared Robert W. Jennings, Regional Director, Region 5, Bureau of Reclamation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same as the act of the United States of America for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23rd day of December, 1957.

/s/ Ernestine R. Murrin
Notary Public

SEAL

SCHEDULE A

Tract No. 2.

T. H. M.
Correct as to Engr. data

BEGINNING at the most westerly corner of the property being herein described a point in the northerly line of Tract Eleven (11), Block Five (5), of the approved survey of the San Elizario Grant, said survey having been approved by the Commissioner's Court of the County of El Paso on the 13th day of January 1930 A.D.; thence north seventy (70) degrees, twenty-four (24) minutes east, eighty and seventy-nine hundredths (80.79) feet and north sixty-three (63) degrees, forty (40) minutes east, sixteen and seventy-two hundredths (16.72) feet to a point in the southerly line of Tract Two C (2-C) of Block Forty (40) of the said San Elizario Grant; thence following the said southerly line of the said Tract Two C (2-C) of Block Forty (40), of the San Elizario Grant with the following courses and distances, south eighty-nine (89) degrees, forty-two (42) minutes east, sixty-two and sixty-five hundredths (62.65) feet, north sixty-one (61) degrees, twenty-four (24) minutes east, five hundred nine and fifty hundredths (509.50) feet, and north seventy-one (71) degrees, twenty (20) minutes east, two hundred thirteen and forty hundredths (213.40) feet to the most northerly point of the property being herein described, a point in the southwesterly right of way line of the United States Franklin Canal; thence south forty-eight (48) degrees, twenty (20) minutes east, forty and twenty-eight hundredths (40.28) feet along the said southwesterly right of way line of the United States Franklin Canal to the most easterly point of the property being herein described, a point identical with the northeast corner of the said Tract Eleven (11) of Block Five (5) of the San Elizario Grant; thence following the northerly line of the said Tract Eleven (11) of Block Five (5) of the San Elizario Grant with the following courses and distances, south seventy-one (71) degrees, twenty (20) minutes west, two hundred thirty and thirty hundredths (230.30) feet, south sixty-one (61) degrees, twenty-four (24) minutes west, five hundred fifteen and forty-eight hundredths (515.48) feet and north eighty-nine (89) degrees, forty-two (42) minutes west, one hundred sixty-two and fifty-eight hundredths (162.58) feet to the most westerly point of the property being herein described and the place of beginning, containing sixty-eight hundredths, (0.68) acres, more or less, all as shown as Tract Two (2) on copy of Drawing No. 23-503-5601, attached hereto and made a part hereof.

SCHEDULE B

Tract No. 1

BEGINNING at the most westerly corner of the property being herein described, a point identical with the most westerly corner of Tract Two C (2-C), Block Forty (40) of the approved survey of the San Elizario Grant, said survey having been approved by the Commissioner's Court of the County of El Paso on the 13th day of January 1930 A.D.; thence following the line common to Tracts Two-C (2-C) and Two D (2-D) of said Block Forty (40) of the San Elizario Grant north sixty-three (63) degrees, forty (40) minutes east, eight hundred fifty-seven and twenty-seven hundredths (857.27) feet to the most northerly point of the property being herein described, a point in the south-westerly right of way line of the United States Franklin Canal, said point being identical with the southeast corner of Tract Two D (2-D) and the most northerly corner of Tract Two C (2-C) of the said Block Forty (40) of the San Elizario Grant; thence following the said south-westerly right of way line of the United States Franklin Canal south forty-eight (48) degrees, twenty (20) minutes east, sixty-four and seventy-one hundredths (64.71) feet to the most easterly corner of the property being herein described; thence south sixty-three (63) degrees, forty (40) minutes west, seven hundred sixty-one and eighty-seven hundredths (761.87) feet to the most southerly corner of the property being herein described; thence north eighty-nine (89) degrees, forty-two (42) minutes west, one hundred thirty-three and eighty-five hundredths (133.85) feet to the most westerly corner of the property being herein described and the place of beginning, containing one and twelve hundredths (1.12) acres, more or less, all as shown as Tract One (1) on copy of Drawing No. 23-503-5601, attached hereto and made a part thereof.

Correct as to Engr. data

T.H.M.

EL PASO TITLE CO., INC.

October 24, 1957

El Paso Title Co., Inc.
El Paso, Texas

Application of O. T. Parker

Gentlemen:

The public records of El Paso County, Texas, reveal that the record title to:

A portion of Tract 2-C in Block 40 of the SAN ELIZARIO GRANT according to the plat thereof made by El Paso County, Texas, for tax purposes, and plat made by U. S. Bureau of Reclamation, El Paso County, Texas, described as follows, to-wit:

BEGINNING at the most Westerly corner of the property being herein described, a point identical with the most Westerly corner of Tract Two C(2-C), Block Forty (40) of the approved survey of the San Elizario Grant, said survey having been approved by the Commissioners Court of the County of El Paso on the 13th day of January 1930 A.D.;

THENCE following the line common to Tracts Two C (2-C) and Two D (2-D) of said Block Forty (40) of the San Elizario Grant North sixty-three (63) degrees, forty (40) minutes East, eight hundred fifty-seven and twenty-seven hundredths (857.27) feet to the most Northerly point of the property being herein described, a point in the Southwesterly right of way line of the United States Franklin Canal, said point being identical with the Southeast corner of Tract Two D (2-D) and the most Northerly corner of Tract Two C (2-C) of the said Block Forty (40) of the San Elizario Grant;

THENCE following the said Southwesterly right of way line of the United States Franklin Canal South forty-eight (48) degrees, twenty (20) minutes East, sixty-four and seventy-one hundredths (64.71) feet to the most Easterly corner of the property being herein described;

THENCE South sixty-three (63) degrees, forty (40) minutes West, seven hundred sixty-one and eighty-seven hundredths (761.87) feet to the most Southerly corner of the property being herein described;

THENCE North eighty-nine (89) degrees, forty-two (42) minutes West, one hundred thirty-three and eighty-five hundredths (133.85) feet to the most Westerly corner of the property being herein described and the place of BEGINNING, containing one and twelve hundredths (1.12) acres, more or less, all as shown as Tract 1 of drawing No. 23-503-5601 according to said plat made by the U. S. Bureau of Reclamation, is now vested in OTIS PARKER, subject only to the following:

October 24, 1957

1. Taxes for which statement has not been received.
2. All matters emanating from contracts with El Paso Valley Water Users' Association. Water and construction taxes and assessments for which statement has not been received.
3. Rights of parties in possession.
4. Any discrepancies, conflicts or shortages in area or boundary lines, or any encroachments or any overlapping of improvements which a correct survey would show.
5. Easements, if any, for roads, ditches, canals, public utilities or any other purposes.

The present transaction involves the exchange of the above tract for a tract belonging to the United States of America, the exchange deed being in the file signed by Otis Parker and wife. By paragraph 6 in the deed the landowners convey to the United States "the land and real estate described in article 3 hereof". There is no exhibit in the deed entitled "article 3", but the above captioned tract is marked "schedule B, Tract No. 1".

The land conveyed by the United States to Parker and wife, is referred to in the body of the deed as "the land and real estate described in article 2 hereof". There is no exhibit in the deed entitled "article 2".

Paragraph 4 also refers to the land as being described in articles 2 and 3.

It seems to me that the deed should be corrected to describe the land as shown in schedule A and schedule B rather than articles 2 and 3, as there are no such exhibits in the deed.

Very truly yours,

/s/ E. W. Earl, Attorney

E. W. EARL, ATTORNEY

EWE/jb

CERTIFICATE OF INSPECTION AND POSSESSION

I, Alfred L. Hulbert, Supervisory Engineering Aid,

Rio Grande Project, Bureau of Reclamation, of the Department of the Interior, hereby certify that on the 23 day of October 1957, I made a personal examination and inspection of those certain tracts or parcels of land situated in the County of El Paso, State of Texas, designated as Tract No. 1 on Drawing 23-509-5601 attached hereto and made a part hereof and containing 1.12 acres of land more or less, proposed to be acquired by the United States of America in connection with the Rio Grande Project, from Otis Parker, and Velma K. Parker, his wife.

1. That I am fully informed as to the boundaries, lines, and corners of said tract; that I found no evidence of any work having been performed or any materials having been furnished in connection with the making of any repairs or improvements on said land; and that I made careful inquiry of the above-named vendors, and of the occupants of said land, and ascertained that nothing had been done on or about said premises within the past 26 months that would entitle any person to a lien upon said premises for work or labor performed or materials furnished.

2. That I also made inquiry of the above-named vendors, and of all occupants of said land as to their rights of possession and the rights of possession of any persons known to them, and neither found any evidence nor obtained any information showing or tending to show that any person had any rights of possession or other interest in said premises adverse to the rights of the above-named vendors or the United States of America.

3. That I was informed by the above-named vendors, and by all other occupants, that to the best of their knowledge and belief there is no outstanding unrecorded deed, mortgage, lease, contract, or other instrument adversely affecting the title to said premises.

4. That to the best of my knowledge and belief, after actual and diligent inquiry and physical inspection of said premises there is no evidence whatever of any vested, or accrued water rights for mining, manufacturing, or other purposes, except those that vest in the land as a result of the formation and administration of the El Paso County Water Improvement District No. 1, and the construction by the United States of the irrigation and drainage facilities of the

Rio Grande Project; that the lands inspected are now occupied by the Cuadrilla Lateral, an irrigation facility constructed by and under the authority of the United States; and that there is no evidence of any exploration or operations whatever for the development of coal, oil, gas, or other minerals on said lands; and that there are no possessory rights now in existence owned or being actively exercised by any third party under any reservation contained in any patent or patents heretofore issued by the United States for said land.

5. That to the best of my knowledge and belief based upon actual and diligent inquiry made there is no outstanding right whatsoever in any person to the possession of said premises nor any outstanding right, title, interest, lien, or estate, existing or being asserted in or to said premises except such as are disclosed and evidenced by the public records.

6. That the premises are now wholly occupied by the Cuadrilla Lateral, an irrigation facility of the United States of America, and that no occupancy exists or is claimed to exist adverse to the occupancy of the United States of America.

/s/ Alfred L. Hulbert

Dated this 23 - - - - day

of October - - - - 19 - 57 -

Approved

CERTIFICATE

I, Gertrude Attaway, Engineering Draftsman, Rio Grande Project, Bureau of Reclamation, do hereby certify that I searched the proper records of the County of El Paso, State of Texas, on the 20th day of November 1957, to determine the true ownership of land known as San Elizario Grant, Block 40, Tract 2C, according to the survey thereof approved by the Commissioners' Court of the said County of El Paso on the 13th day of January 1930 A.D. Said search determines that Otis Parker and Velma K. Parker, his wife, are the owners of record of said property and that they hold the same in fee simple, free of all encumbrances or liens of any character whatsoever except as follows:

County and state taxes for 1957 not paid.

Charges of the El Paso County Water Improvement District No. 1 for 1957 not paid.

IN WITNESS WHEREOF I have hereunto set my hand this 21st day of November 1957.

Gertrude Attaway
Gertrude Attaway



880.-

DEC 27 1957

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

REGIONAL OFFICE, REGION 5
P. O. BOX 1609
AMARILLO, TEXAS

IN REPLY
REFER TO: 5-430

DEC 24 1957

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

To: Project Manager, El Paso, Texas

From: Regional Director

Subject: Acquisition of Right-of-Way-Cuadrilla Lateral-Rio Grande Project-Texas, New Mexico

The Contract for Exchange of Land with Otis and Velma K. Parker transmitted with your letter of November 27, 1957, has been executed and is returned herewith.

Please complete the items outlined in the Field Solicitor's memorandum dated December 12, 1957, copy enclosed, and return the instrument to this office for transmittal to the Attorney General.

Robert W. Jennings

Enclosure

Copy to: Field Solicitor
(w/o encl)



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

December 12, 1957

5-156
Rrpp-950

Memorandum

To: Regional Director Attention: 5-400

From: Field Solicitor

Subject: Acquisition of Right of Way, Cuadrilla Lateral--Rio Grande Project, New Mexico, Texas

We have examined the Contract for Exchange of Land executed and acknowledged by Otis Parker and wife, Velma K. Parker; the copy of title opinion of Attorney E. W. Earl, addressed to El Paso Title Company, Inc., El Paso, Texas; the certificate of inspection and property, executed by Alfred L. Hubert; and the certificate of record search executed by Gertrude Attaway; all relative to the exchange of right of way lands on the Cuadrilla Lateral.

We note in the Project Manager's letter of November 27, to you, copy to this office, his request that further evidence of ownership be waived. This office does not have authority to waive evidence of ownership in cases of land acquisition. We may, however, submit the matter to the Attorney General for his consideration in waiving further evidence of title.

The Contract for Exchange of Land should be completed as to date before being signed and acknowledged by you, and the land description should be certified as correct by engineering personnel of the Bureau of Reclamation, both in the margin opposite Articles 2 and 3 and in the margin of Schedules A and B. We have included a form of acknowledgment for your convenience. After the Contract for Exchange of Land has been executed by you, the engineering data certified as correct, and the instrument filed of record and recorded in the deed records of El Paso County, Texas, we will forward the instruments for consideration by the Attorney General, upon your recommendation that further title information be waived.

Frederic K. Gray

In triplicate, ✓
Enclosure



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

REGIONAL OFFICE, REGION 5
P. O. BOX 1609
AMARILLO, TEXAS

IN REPLY
REFER TO:

5-156
Rrgp-950

APR 4 1958

380. -
APR - 7 1958

EL PASO, TEXAS	
Route to:	Initials
Manager	✓
Asst. Mgr.	✓ [Signature]
Adm. Asst.	✓
Power	
Engr.	
Off. Engr.	✓ [Signature]
Programs	
Hydro.	
Pers.	
Finance	
Supply	
Safety	
Secretary	
File	
Copy to:	Date
Elephant Butte	
Las Cruces	
Yuma	

To: Project Manager, El Paso, Texas

From: Regional Director

Subject: Contract for exchange of Land - Otis Parker and Velma K. Parker - Rio Grande Project

The final title opinion of the Attorney General of the United States has been obtained for the 1.12 acres of land obtained under subject contract for exchange of land, and the title opinion, together with original of the contract for exchange of land, certificates, and related documents, are returned herewith for your files.

[Handwritten Signature]

Enclosures

Copy to: Field Solicitor
(w/c title opinion)

Rrgp. 950



Office of the Attorney General
Washington, D. C.

March 27, 1958

RECEIVED

MAR 31 1958
TITLE DIVISION
R

Honorable Fred A. Seaton
Secretary of Interior
Washington, D. C.

My dear Mr. Secretary:

An examination has been made of the title data relating to 1.12 acres of land, more or less, in connection with the Rio Grande Project in El Paso County, Texas. This land was conveyed to the United States of America under the provisions of existing legislation by Otis Parker and Velma K. Parker, his wife, under Contract for Exchange of Land, dated December 23, 1957, filed for record on December 27, 1957, and recorded among the land records of the county in Volume 1374 at page 474. Your reference is No. 5-156, Rrgp-950, and the file number of this Department is 33-45-894.

The land is described in the aforesaid land exchange contract.

The certificate of record search, dated November 21, 1957, and Supplemental Certificate dated February 17, 1958, were prepared by Gertrude Attaway, Engineering Draftsman.

The title data, recorded contract, and accompanying data disclose valid title to be vested in the United States of America.

The title data, contract for exchange of land, and related papers are enclosed.

Sincerely yours,

Attorney General

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

24039

Contract for Exchange of Land

THIS CONTRACT, made this 23 day of December, 1957, in pursuance of the Act of Congress of June 17, 1902, (32 Stat. 388) and all acts amendatory thereof and supplementary thereto, particularly pursuant to the Act of Congress approved August 4, 1939, (43 U.S.C. 485), between the UNITED STATES OF AMERICA, hereinafter styled the United States, represented by the Officer executing this contract, and OTIS PARKER and VELMA K. PARKER, his wife, hereinafter referred to as the Landowners.

WITNESSETH THAT:

EXPLANATORY RECITALS

Correct as to Engineering data. *MM*

2. WHEREAS the United States is the owner of that certain piece or parcel of land in El Paso County, Texas, lying between Tract 11, Block 5, and Tract 2C, Block 40, in the San Elizario Grant, according to the survey thereof, approved by the Commissioner's Court of the County of El Paso on January 13, 1930, containing sixty-eight hundredths (0.68) acres of land, more or less, more particularly described in Schedule A, attached hereto and made a part hereof, and

3. WHEREAS, the Landowners are the owners of that certain piece or parcel of land in El Paso County, Texas, containing 1.12 acres of land more or less, and being part of Tract 2C Block 40 of the San Elizario Grant, according to the survey thereof, approved by the Commissioner's Court of the County of El Paso on January 13, 1930, and more particularly described in Schedule B, attached hereto and made a part hereof, and

4. WHEREAS, the parties hereto desire to exchange ownership of the lands described in Articles 2 and 3 of this contract.

5. NOW THEREFORE, in consideration of the covenants and agreements of the parties hereto, it is mutually agreed as follows:

6. The Landowners do hereby grant, bargain, sell, remise, convey, release and confirm unto the United States, its successors and assigns forever, all of the land and real estate described in Article 3 hereof, together with all hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion

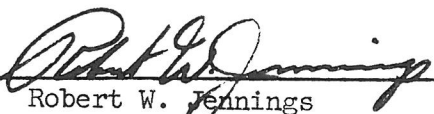
and reversions, remainder and remainders, rents, issues, and profits thereof and all the estate, right, title, interest, claim, and demand whatsoever, of the Landowners, either in law or in equity, of, in, and to the above bargained premises, with the hereditaments and appurtenances; TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the United States, its successors and assigns forever. And the Landowners, for their heirs, executors, and administrators, do covenant and agree, to and with the United States, its successors and assigns, that at the time of the ensealing and delivery of these presents they are well seized of the premises above conveyed, of a good, sure, perfect, absolute and indefeasible estate of inheritance in law and in fee simple and have good right, full power, and lawful authority to grant, bargain, sell, and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, and incumbrances of what kind and nature soever; and the above bargained premises, in the quiet and peaceable possession of the United States, its successors and assigns, against all and every person or persons lawfully claiming, or to the claim, the whole or any part thereof, the Landowners shall and will warrant and forever defend.

7. The United States does hereby Quitclaim, Grant, Bargain, Sell, and Convey to the Landowners all of the right, title, and interest of the United States, in and to the land and real estate described in Article 2 hereof, together with all the improvements thereon and the appurtenances thereto belonging.

8. No Member of, or Delegate to Congress, or Resident Commissioner shall be admitted to any share of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto set their hand the day and year first above written.

THE UNITED STATES OF AMERICA

By 
Robert W. Jennings


Otis Parker


Velma K. Parker

SCHEDULE A

Tract No. 2.

BEGINNING at the most westerly corner of the property being herein described a point in the northerly line of Tract Eleven (11), Block Five (5), of the approved survey of the San Elizario Grant, said survey having been approved by the Commissioner's Court of the County of El Paso on the 13th day of January 1930 A.D.; thence north seventy (70) degrees, twenty-four (24) minutes east, eighty and seventy-nine hundredths (80.79) feet and north sixty-three (63) degrees, forty (40) minutes east, sixteen and seventy-two hundredths (16.72) feet to a point in the southerly line of Tract Two C (2-C) of Block Forty (40) of the said San Elizario Grant; thence following the said southerly line of the said Tract Two C (2-C) of Block Forty (40), of the San Elizario Grant with the following courses and distances, south eighty-nine (89) degrees, forty-two (42) minutes east, sixty-two and sixty-five hundredths (62.65) feet, north sixty-one (61) degrees, twenty-four (24) minutes east, five hundred nine and fifty hundredths (509.50) feet, and north seventy-one (71) degrees, twenty (20) minutes east, two hundred thirteen and forty hundredths (213.40) feet to the most northerly point of the property being herein described, a point in the southwesterly right of way line of the United States Franklin Canal; thence south forty-eight (48) degrees, twenty (20) minutes east, forty and twenty-eight hundredths (40.28) feet along the said southwesterly right of way line of the United States Franklin Canal to the most easterly point of the property being herein described, a point identical with the northeast corner of the said Tract Eleven (11) of Block Five (5) of the San Elizario Grant; thence following the northerly line of the said Tract Eleven (11) of Block Five (5) of the San Elizario Grant with the following courses and distances, south seventy-one (71) degrees, twenty (20) minutes west, two hundred thirty and thirty hundredths (230.30) feet, south sixty-one (61) degrees, twenty-four (24) minutes west, five hundred fifteen and forty-eight hundredths (515.48) feet and north eighty-nine (89) degrees, forty-two (42) minutes west, one hundred sixty-two and fifty-eight hundredths (162.58) feet to the most westerly point of the property being herein described and the place of beginning, containing sixty-eight hundredths, (0.68) acres, more or less, all as shown as Tract Two (2) on copy of Drawing No. 23-503-5601, attached hereto and made a part hereof.

Correct as to Engineering data.

SCHEDULE B

Tract No. 1

BEGINNING at the most westerly corner of the property being herein described, a point identical with the most westerly corner of Tract Two C (2-C), Block Forty (40) of the approved survey of the San Elizario Grant, said survey having been approved by the Commissioner's Court of the County of El Paso on the 13th day of January 1930 A.D.; thence following the line common to Tracts Two-C (2-C) and Two D (2-D) of said Block Forty (40) of the San Elizario Grant north sixty-three (63) degrees, forty (40) minutes east, eight hundred fifty-seven and twenty-seven hundredths (857.27) feet to the most northerly point of the property being herein described, a point in the south-westerly right of way line of the United States Franklin Canal, said point being identical with the southeast corner of Tract Two D (2-D) and the most northerly corner of Tract Two C (2-C) of the said Block Forty (40) of the San Elizario Grant; thence following the said south-westerly right of way line of the United States Franklin Canal south forty-eight (48) degrees, twenty (20) minutes east, sixty-four and seventy-one hundredths (64.71) feet to the most easterly corner of the property being herein described; thence south sixty-three (63) degrees, forty (40) minutes west, seven hundred sixty-one and eighty-seven hundredths (761.87) feet to the most southerly corner of the property being herein described; thence north eighty-nine (89) degrees, forty-two (42) minutes west, one hundred thirty-three and eighty-five hundredths (133.85) feet to the most westerly corner of the property being herein described and the place of beginning, containing one and twelve hundredths (1.12) acres, more or less, all as shown as Tract One (1) on copy of Drawing No. 23-503-5601, attached hereto and made a part thereof.

Correct as to Engineering data. *Z.M.M.*

ACKNOWLEDGMENT

THE STATE OF TEXAS,)
)
COUNTY OF POTTER.)

Before me, Ernest R. Martin a notary public in and for the County of Potter, State of Texas, on this day personally appeared Robert W. Jennings, Regional Director, Region 5, Bureau of Reclamation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same as the act of the United States of America for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23rd day of December, 1957.

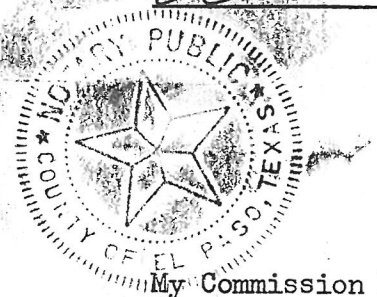


Ernest R. Martin
Notary Public

STATE OF TEXAS)
COUNTY OF EL PASO)

Before me, L. P. Ewers, Jr., a Notary Public, in and for El Paso County, Texas, on this day, personally appeared Otis Parker, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as his free act and deed.

Given under my hand and seal of office this 18 day of October, 1957 A.D.



L. P. Ewers, Jr.

My Commission Expires June 30, 1959.

STATE OF TEXAS)
COUNTY OF EL PASO)

Before me, L. P. Ewers, Jr., a Notary Public, in and for El Paso County, Texas, on this day personally appeared Velma K. Parker, wife of Otis Parker, 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 fully explained to her, she, the said Velma K. Parker, acknowledged such instrument to be her free act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this 18 day of October, 1957 A.D.



L. P. Ewers, Jr.

My Commission Expires June 30, 1959.

CERTIFICATE

I, Gertrude Attaway, Engineering Draftsman, Rio Grande Project, Bureau of Reclamation, do hereby certify that I searched the proper records of the County of El Paso, State of Texas, on the 20th day of November, 1957, to determine the true ownership of land known as San Elizario Grant, Block 40, Tract 2G, according to the survey thereof approved by the Commissioners' Court of the said County of El Paso on the 13th day of January 1930 A.D. Said search determines that Otis Parker and Velma K. Parker, his wife, are the owners of record of said property and that they hold the same in fee simple, free of all encumbrances or liens of any character whatsoever except as follows:

County and state taxes for 1957 not paid.

Charges of the El Paso County Water Improvement District No. 1 for 1957 not paid.

IN WITNESS WHEREOF I have hereunto set my hand this 21st day of November 1957.

Gertrude Attaway
Gertrude Attaway

C O P Y

710 Bassett Tower
El Paso, Texas

EL PASO TITLE CO., INC.

October 24, 1957

El Paso Title Co., Inc.
El Paso, Texas

Application of O. T. Parker

Gentlemen:

The public records of El Paso County, Texas, reveal that the record title to:

A portion of Tract 2-C in Block 40 of the SAN ELIZARIO GRANT according to the plat thereof made by El Paso County, Texas, for tax purposes, and plat made by U. S. Bureau of Reclamation, El Paso County, Texas, described as follows, to-wit:

BEGINNING at the most Westerly corner of the property being herein described, a point identical with the most Westerly corner of Tract Two C(2-C), Block Forty (40) of the approved survey of the San Elizario Grant, said survey having been approved by the Commissioners Court of the County of El Paso on the 13th day of January 1930 A.D.;

THENCE following the line common to Tracts Two C (2-C) and Two D (2-D) of said Block Forty (40) of the San Elizario Grant North sixty-three (63) degrees, forty (40) minutes East, eight hundred fifty-seven and twenty-seven hundredths (857.27) feet to the most Northerly point of the property being herein described, a point in the Southwesterly right of way line of the United States Franklin Canal, said point being identical with the Southeast corner of Tract Two D (2-D) and the most Northerly corner of Tract Two C (2-C) of the said Block Forty (40) of the San Elizario Grant; THENCE following the said Southwesterly right of way line of the United States Franklin Canal South forty-eight (48) degrees, twenty (20) minutes East, sixty-four and seventy-one hundredths (64.71) feet to the most Easterly corner of the property being herein described;

THENCE South sixty-three (63) degrees, forty (40) minutes West, seven hundred sixty-one and eighty-seven hundredths (761.87) feet to the most Southerly corner of the property being herein described;

THENCE North eighty-nine (89) degrees, forty-two (42) minutes West, one hundred thirty-three and eighty-five hundredths (133.85) feet to the most Westerly corner of the property being herein described and the place of BEGINNING, containing one and twelve hundredths (1.12) acres, more or less, all as shown as Tract 1 of drawing No. 23-503-5601 according to said plat made by the U. S. Bureau of Reclamation, is now vested in OTIS PARKER, subject only to the following:

1. Taxes for which statement has not been received.
2. All matters emanating from contracts with El Paso Valley Water Users' Association. Water and construction taxes and assessments for which statement has not been received.
3. Rights of parties in possession.
4. Any discrepancies, conflicts or shortages in area or boundary lines, or any encroachments or any overlapping of improvements which a correct survey would show.
5. Easements, if any, for roads, ditches, canals, public utilities or any other purposes.

The present transaction involves the exchange of the above tract for a tract belonging to the United States of America, the exchange deed being in the file signed by Otis Parker and wife. By paragraph 6 in the deed the landowners convey to the United States "the land and real estate described in article 3 hereof". There is no exhibit in the deed entitled "article 3", but the above captioned tract is marked "schedule B, Tract No. 1".

The land conveyed by the United States to Parker and wife, is referred to in the body of the deed as "the land and real estate described in article 2 hereof". There is no exhibit in the deed entitled "article 2".

Paragraph 4 also refers to the land as being described in articles 2 and 3.

It seems to me that the deed should be corrected to describe the land as shown in schedule A and schedule B rather than articles 2 and 3, as there are no such exhibits in the deed.

Very truly yours,

/s/ E. W. Earl, Attorney

E. W. EARL, ATTORNEY

EWE/jb

CERTIFICATE OF INSPECTION AND POSSESSION

I, Alfred L. Hulbert, Supervisory Engineering Aid,

Rio Grande Project, Bureau of Reclamation, of the Department of the Interior, hereby certify that on the 23 day of October 19 57, I made a personal examination and inspection of those certain tracts or parcels of land situated in the County of El Paso, State of Texas, designated as Tract No. 1 on Drawing 23-503-5601 attached hereto and made a part hereof and containing 1.12 acres of land more or less, proposed to be acquired by the United States of America in connection with the Rio Grande Project, from Otis Parker, and Velma K. Parker, his wife.

1. That I am fully informed as to the boundaries, lines, and corners of said tract; that I found no evidence of any work having been performed or any materials having been furnished in connection with the making of any repairs or improvements on said land; and that I made careful inquiry of the above-named vendors, and of the occupants of said land, and ascertained that nothing had been done on or about said premises within the past 36 months that would entitle any person to a lien upon said premises for work or labor performed or materials furnished.

2. That I also made inquiry of the above-named vendors, and of all occupants of said land as to their rights of possession and the rights of possession of any persons known to them, and neither found any evidence nor obtained any information showing or tending to show that any person had any rights of possession or other interest in said premises adverse to the rights of the above-named vendors or the United States of America.

3. That I was informed by the above-named vendors, and by all other occupants, that to the best of their knowledge and belief there is no outstanding unrecorded deed, mortgage, lease, contract, or other instrument adversely affecting the title to said premises.

4. That to the best of my knowledge and belief, after actual and diligent inquiry and physical inspection of said premises there is no evidence whatever of any vested, or accrued water rights for mining, manufacturing, or other purposes, except those that vest in the land as a result of the formation and administration of the El Paso County Water Improvement District No. 1, and the construction by the United States of the irrigation and drainage facilities of the

Rio Grande Project; that the lands inspected are now occupied by the Cuadrilla Lateral, an irrigation facility constructed by and under the authority of the United States; and that there is no evidence of any exploration or operations whatever for the development of coal, oil, gas, or other minerals on said lands; and that there are no possessory rights now in existence owned or being actively exercised by any third party under any reservation contained in any patent or patents heretofore issued by the United States for said land.

5. That to the best of my knowledge and belief based upon actual and diligent inquiry made there is no outstanding right whatsoever in any person to the possession of said premises nor any outstanding right, title, interest, lien, or estate, existing or being asserted in or to said premises except such as are disclosed and evidenced by the public records.

6. That the premises are now wholly occupied by the Cuadrilla Lateral, an irrigation facility of the United States of America, and that no occupancy exists or is claimed to exist adverse to the occupancy of the United States of America.

Cefero & Hubert

Dated this 23 day
of October 1957

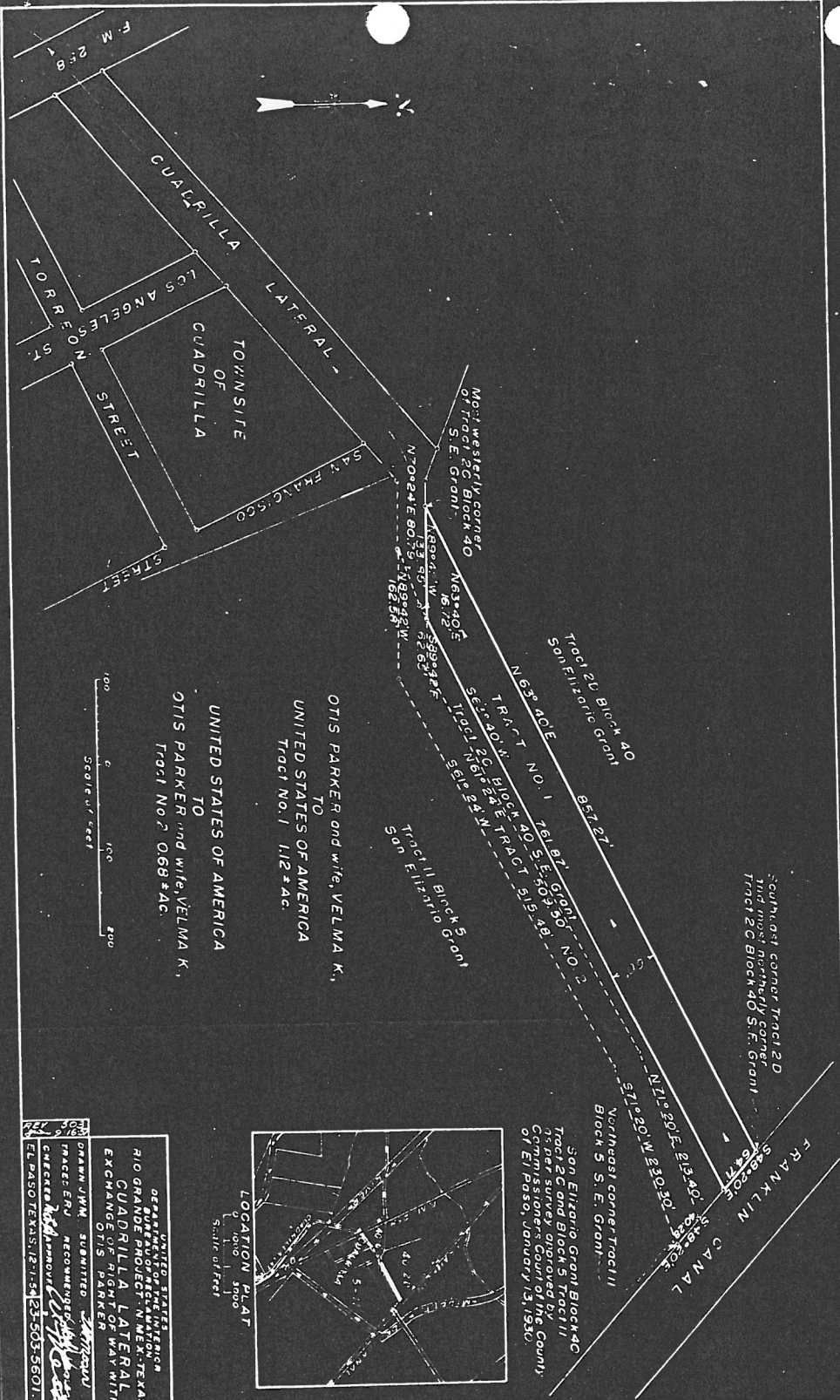
Approved

SUPPLEMENTAL CERTIFICATE

I, Gertrude Attaway, Engineering Draftsman, Rio Grande Project, Bureau of Reclamation, do hereby certify that I made further search of the proper records of the County of El Paso, State of Texas, and the El Paso County Water Improvement District No. 1, on the 17th day of February, 1958 to determine the status of taxes and water charges on land known as San Elizario Grant, Block 40, Tract 2C, according to the survey thereof approved by the Commissioners' Court of the said County of El Paso on the 13th day of January 1930 A. D. Said search determines that Otis Parker and Velma K. Parker, his wife, paid in full the County and State taxes for 1957 on December 31, 1957, and paid in full the charges of the El Paso County Water Improvement District No. 1 for 1957 on December 31, 1957.

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of February, 1958.

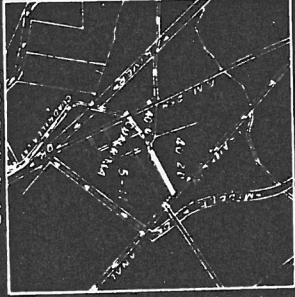
Gertrude Attaway
Gertrude Attaway



Scale of feet
0 100 200

OTIS PARKER and wife, VELMA K.,
TO
UNITED STATES OF AMERICA
Tract No. 1 112 & Ac.

OTIS PARKER and wife, VELMA K.,
TO
UNITED STATES OF AMERICA
Tract No. 2 068 & Ac.



DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
RIO GRANDE RIVER AND MEADOWS
QUADRIPLA LATERAL
EXCHANGE WITH
OTIS PARKER

DRAWN BY J.M. SUBMITTED BY J.M.
TRACE: E.P. RECORDED IN THE PUBLIC
OFFICE OF THE COUNTY CLERK OF EL PASO, TEXAS, 12-17-54, 23-503-5601.

Block 5 S. E. Grant
Northwest corner Tract 11
Block 5 S. E. Grant
Son Elizario Grant Block 4C
Tract 2C and Block 5 Tract 11
as per survey approved by
Commissioners Court of the County
of El Paso, January 15, 1900.

Southwest corner Tract 2D
and most northerly corner
Tract 2C Block 40 S.E. Grant

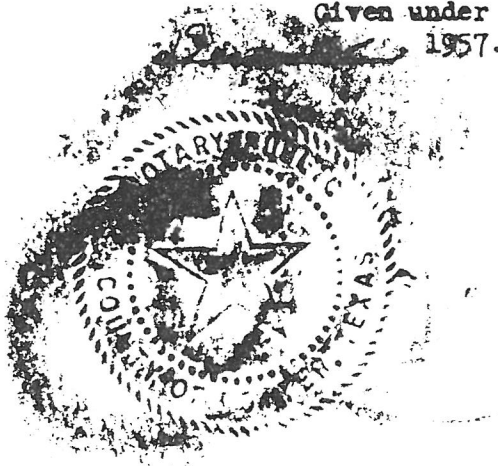
Franklin Canal
S 68° 20' E 847.00' to
S 51° 20' E 213.40' to
S 72° 20' W 230.32' to
S 12° 20' E 213.40' to
S 68° 20' E 847.00'

ACKNOWLEDGMENT

THE STATE OF TEXAS,)
)
COUNTY OF POTTER.

Before me, Ernest R. Martin a notary public in and for the County of Potter, State of Texas, on this day personally appeared Robert W. Jennings, Regional Director, Region 5, Bureau of Reclamation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same as the act of the United States of America for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23rd day of 1957.



Ernest R. Martin
Notary Public

STATE OF TEXAS)
COUNTY OF EL PASO)

Before me, L. P. Ewers, Jr., a Notary Public, in and for El Paso County, Texas, on this 18 day, personally appeared Otis Parker, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as his free act and deed.

Given under my hand and seal of office this 18 day of June, 1957 A.D.



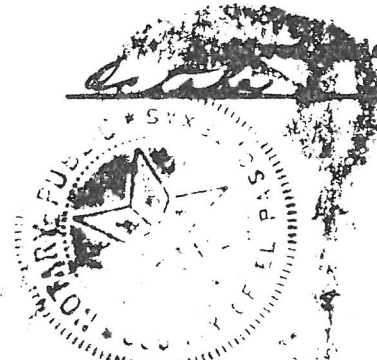
L. P. Ewers, Jr.

My Commission Expires June 30, 1959.

STATE OF TEXAS)
COUNTY OF EL PASO)

Before me, L. P. Ewers, Jr., a Notary Public, in and for El Paso County, Texas, on this day personally appeared Velma K. Parker, wife of Otis Parker, 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 fully explained to her, she, the said Velma K. Parker, acknowledged such instrument to be her free act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this 18 day of June, 1957 A.D.



L. P. Ewers, Jr.

My Commission Expires June 30, 1959.

CERTIFICATE

I, Gertrude Attaway, Engineering Draftsman, Rio Grande Project, Bureau of Reclamation, do hereby certify that I searched the proper records of the County of El Paso, State of Texas, on the 20th day of November 1957, to determine the true ownership of land known as San Elizario Grant, Block 40, Tract 2C, according to the survey thereof approved by the Commissioners' Court of the said County of El Paso on the 13th day of January 1930 A.D. Said search determines that Otis Parker and Velma K. Parker, his wife, are the owners of record of said property and that they hold the same in fee simple, free of all encumbrances or liens of any character whatsoever except as follows:

County and state taxes for 1957 not paid.

Charges of the El Paso County Water Improvement District No. 1 for 1957 not paid.

IN WITNESS WHEREOF I have hereunto set my hand this
21st day of November 1957.

Gertrude Attaway
Gertrude Attaway

EL PASO TITLE CO., INC.

October 24, 1957

El Paso Title Co., Inc.
El Paso, Texas

Application of O. T. Parker

Gentlemen:

The public records of El Paso County, Texas, reveal that the record title to:

A portion of Tract 2-C in Block 40 of the SAN ELIZARIO GRANT according to the plat thereof made by El Paso County, Texas, for tax purposes, and plat made by U. S. Bureau of Reclamation, El Paso County, Texas, described as follows, to-wit:

BEGINNING at the most Westerly corner of the property being herein described, a point identical with the most Westerly corner of Tract Two C(2-C), Block Forty (40) of the approved survey of the San Elizario Grant, said survey having been approved by the Commissioners Court of the County of El Paso on the 13th day of January 1930 A.D.;

THENCE following the line common to Tracts Two C (2-C) and Two D (2-D) of said Block Forty (40) of the San Elizario Grant North sixty-three (63) degrees, forty (40) minutes East, eight hundred fifty-seven and twenty-seven hundredths (857.27) feet to the most Northerly point of the property being herein described, a point in the Southwesterly right of way line of the United States Franklin Canal, said point being identical with the Southeast corner of Tract Two D (2-D) and the most Northerly corner of Tract Two C (2-C) of the said Block Forty (40) of the San Elizario Grant;

THENCE following the said Southwesterly right of way line of the United States Franklin Canal South forty-eight (48) degrees, twenty (20) minutes East, sixty-four and seventy-one hundredths (64.71) feet to the most Easterly corner of the property being herein described;

THENCE South sixty-three (63) degrees, forty (40) minutes West, seven hundred sixty-one and eighty-seven hundredths (761.87) feet to the most Southerly corner of the property being herein described;

THENCE North eighty-nine (89) degrees, forty-two (42) minutes West, one hundred thirty-three and eighty-five hundredths (133.85) feet to the most Westerly corner of the property being herein described and the place of BEGINNING, containing one and twelve hundredths (1.12) acres, more or less, all as shown as Tract 1 of drawing No. 23-503-5601 according to said plat made by the U. S. Bureau of Reclamation, is now vested in OTIS PARKER, subject only to the following:

1. Taxes for which statement has not been received.
2. All matters emanating from contracts with El Paso Valley Water Users' Association. Water and construction taxes and assessments for which statement has not been received.
3. Rights of parties in possession.
4. Any discrepancies, conflicts or shortages in area or boundary lines, or any encroachments or any overlapping of improvements which a correct survey would show.
5. Easements, if any, for roads, ditches, canals, public utilities or any other purposes.

The present transaction involves the exchange of the above tract for a tract belonging to the United States of America, the exchange deed being in the file signed by Otis Parker and wife. By paragraph 6 in the deed the landowners convey to the United States "the land and real estate described in article 3 hereof". There is no exhibit in the deed entitled "article 3", but the above captioned tract is marked "schedule B, Tract No. 1".

The land conveyed by the United States to Parker and wife, is referred to in the body of the deed as "the land and real estate described in article 2 hereof". There is no exhibit in the deed entitled "article 2".

Paragraph 4 also refers to the land as being described in articles 2 and 3.

It seems to me that the deed should be corrected to describe the land as shown in schedule A and schedule B rather than articles 2 and 3, as there are no such exhibits in the deed.

Very truly yours,

/s/ E. W. Earl, Attorney

E. W. EARL, ATTORNEY

CERTIFICATE OF INSPECTION AND POSSESSION

I, Alfred L. Hulbert, Supervisory Engineering Aid, - -

Rio Grande Project, Bureau of Reclamation, of the Department of the Interior, hereby certify that on the 23 day of October 1957, I made a personal examination and inspection of those certain tracts or parcels of land situated in the County of El Paso, State of Texas, designated as Tract No. 1 on Drawing 23-503-5601 attached hereto and made a part hereof and containing 1.12 acres of land more or less, proposed to be acquired by the United States of America in connection with the Rio Grande Project, from Otis Parker, and Velma K. Parker, his wife.

1. That I am fully informed as to the boundaries, lines, and corners of said tract; that I found no evidence of any work having been performed or any materials having been furnished in connection with the making of any repairs or improvements on said land; and that I made careful inquiry of the above-named vendors, and of the occupants of said land, and ascertained that nothing had been done on or about said premises within the past 36 months that would entitle any person to a lien upon said premises for work or labor performed or materials furnished.

2. That I also made inquiry of the above-named vendors, and of all occupants of said land as to their rights of possession and the rights of possession of any persons known to them, and neither found any evidence nor obtained any information showing or tending to show that any person had any rights of possession or other interest in said premises adverse to the rights of the above-named vendors or the United States of America.

3. That I was informed by the above-named vendors, and by all other occupants, that to the best of their knowledge and belief there is no outstanding unrecorded deed, mortgage, lease, contract, or other instrument adversely affecting the title to said premises.

4. That to the best of my knowledge and belief, after actual and diligent inquiry and physical inspection of said premises there is no evidence whatever of any vested, or accrued water rights for mining, manufacturing, or other purposes, except those that vest in the land as a result of the formation and administration of the El Paso County Water Improvement District No. 1, and the construction by the United States of the irrigation and drainage facilities of the

Rio Grande Project; that the lands inspected are now occupied by the Cuadrilla Lateral, an irrigation facility constructed by and under the authority of the United States; and that there is no evidence of any exploration or operations whatever for the development of coal, oil, gas, or other minerals on said lands; and that there are no possessory rights now in existence owned or being actively exercised by any third party under any reservation contained in any patent or patents heretofore issued by the United States for said land.

5. That to the best of my knowledge and belief based upon actual and diligent inquiry made there is no outstanding right whatsoever in any person to the possession of said premises nor any outstanding right, title, interest, lien, or estate, existing or being asserted in or to said premises except such as are disclosed and evidenced by the public records.

6. That the premises are now wholly occupied by the Cuadrilla Lateral, an irrigation facility of the United States of America, and that no occupancy exists or is claimed to exist adverse to the occupancy of the United States of America.

Cecil S. Hubert

Dated this 23 day
of October 1957

Approved

SUPPLEMENTAL CERTIFICATE

I, Gertrude Attaway, Engineering Draftsman, Rio Grande Project, Bureau of Reclamation, do hereby certify that I made further search of the proper records of the County of El Paso, State of Texas, and the El Paso County Water Improvement District No. 1, on the 17th day of February, 1958 to determine the status of taxes and water charges on land known as San Elizario Grant, Block 40, Tract 2C, according to the survey thereof approved by the Commissioners' Court of the said County of El Paso on the 13th day of January 1930 A. D. Said search determines that Otis Parker and Velma K. Parker, his wife, paid in full the County and State taxes for 1957 on December 31, 1957, and paid in full the charges of the El Paso County Water Improvement District No. 1 for 1957 on December 31, 1957.

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of February, 1958.

Gertrude Attaway
Gertrude Attaway



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRANDE PROJECT
211 U. S. COURT HOUSE
EL PASO, TEXAS

February 18, 1958

IN REPLY
REFER TO:

1958 FEB 20 AM 7:53

BUREAU OF RECLAMATION
AMARILLO, TEXAS

Route	Code	In	Out	Index
	100			
	110			
	140			
	200			
	320			
	360			
1	400	900	20	C&R
	500			
	600			
	700			
	800			
	900			
2	F.Sol			
	C&R			

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

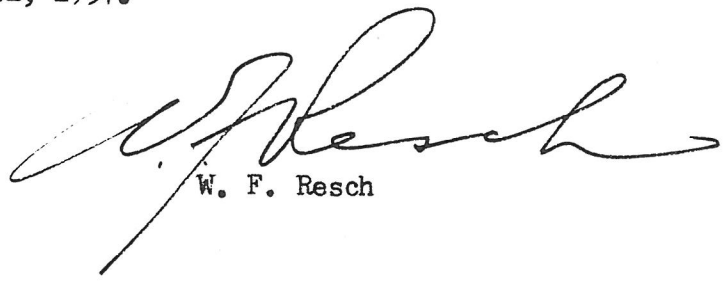
From: Project Manager

CONT. No. 14-06-500 333

Subject: Acquisition of Right-of-Way--Quadrilla Lateral, Rio Grande Project, Texas-New Mexico

Please refer to your letter of February 12, 1958, on the above subject.

Attached is a supplemental certificate prepared by Gertrude Attaway indicating that all 1957 taxes and water charges were paid as of December 31, 1957.


W. F. Resch

In duplicate

Enclosures 4

Copy to: Field Solicitor, w/o encl.

1224 FEB 20

SUPPLEMENTAL CERTIFICATE

I, Gertrude Attaway, Engineering Draftsman, Rio Grande Project, Bureau of Reclamation, do hereby certify that I made further search of the proper records of the County of El Paso, State of Texas, and the El Paso County Water Improvement District No. 1, on the 17th day of February, 1958 to determine the status of taxes and water charges on land known as San Elizario Grant, Block 40, Tract 2C, according to the survey thereof approved by the Commissioners' Court of the said County of El Paso on the 13th day of January 1930 A. D. Said search determines that Otis Parker and Velma K. Parker, his wife, paid in full the County and State taxes for 1957 on December 31, 1957, and paid in full the charges of the El Paso County Water Improvement District No. 1 for 1957 on December 31, 1957.

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of February, 1958.

Gertrude Attaway
Gertrude Attaway



Lotis + Velma Parker

FEB 14 1958 380.-

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION**

REGIONAL OFFICE, REGION 5

P. O. BOX 1609
AMARILLO, TEXAS

FEB 12 1958

IN REPLY
REFER TO: 5-400

EL PASO, TEXAS	
Route to:	Initials
Manager	<input checked="" type="checkbox"/>
Asst. Mgr.	<input checked="" type="checkbox"/>
Adm. Asst.	
Power	
Engr.	
Off. Engr.	
Programs	
Hydro.	
Pers.	
Finance	
Supply	
Safety	
Secretary	
File	
Copy to:	Date
Elephant Butte	
Las Cruces	
Ysleta	

To: Project Manager, El Paso, Texas

From: Regional Director

Subject: Acquisition of Right-of-Way -- Quadrilla Lateral, Rio Grande Project, Texas - New Mexico

Please refer to your letter of November 27, 1957 and to our letter of December 24, 1957 which transmitted the Field Solicitor's memorandum of December 12, 1957 on the above subject.

There is attached the Field Solicitor's memorandum of February 7, 1958 which points out the existence of conflicting certificates relative to taxes. Please forward to us a certification, preferably by Gertrude Attaway, indicating the status of taxes and other liens as of 1:29 p.m., December 27, 1957, or later.

Upon receipt of certification that taxes have been paid in full, we will forward the title for the approval of the Attorney General.

Robert W. Jennings

Enclosure

Copy to: Field Solicitor, Amarillo, Texas
(w/o encl)

dated November 21, which states that taxes have not been paid for 1957. It is therefore necessary for us to send that certificate as a part of the title assembly for consideration by the Attorney General. The wording of the new certificate should therefore state specifically that a later search discloses that all county and state taxes and charges of the El Paso Water Improvement District No. 1 have been paid in full, if such is the case.

We also note that the certificate of inspection and possession executed by Alfred L. Hulbert, the title opinion of E. W. Earl, attorney, and the certificate by Gertrude Attaway were all apparently filed for record, which was unnecessary. Upon receipt of a new certificate indicating that taxes have been paid in full, we will forward the title assembly for approval of the Attorney General.

Frederic K. Gray



400

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR

FIELD SOLICITOR
P. O. BOX 1609
211 OLD POST OFFICE BUILDING
AMARILLO, TEXAS
February 7, 1958

5-156
Rrgp-950

Memorandum

To: Regional Director Attn: 400

From: Field Solicitor

Subject: Acquisition of right of way Quadrilla Lateral - Rio Grande Project, New Mexico-Texas

On December 12, 1957, this office, by memorandum subject as above, tentatively approved title to the right of way being obtained from Otis Parker and wife, Velma K. Parker in an exchange of land. We stated "After the contract for exchange of land has been executed by you, the engineering data certified as correct, and the instrument filed of record We will forward the instruments for consideration by the Attorney General upon your recommendation that further title information be waived".

Our tentative approval of title was based partly upon information contained in a "conformed" copy of a certificate executed by Gertrude Attaway, engineering draftsman, on November 21, 1957.

The "conformed" copy which we retained in our files states: "Said search discloses that all county and state taxes and charges of the El Paso County Water Improvement District No. 1 now due have been paid in full." The certificate returned to you with Project Manager's letter of January 21, 1958 and which was furnished this office with a note from Mr. Lowry worded: "I believe this is in order for transmittal to the Attorney General", states "county and state taxes for 1957 not paid, charges of the El Paso County Water Improvement District No. 1 for 1957 not paid".

The landowners covenanted in the contract for exchange of land that the land was free and clear of taxes. In view of the conflicting certificates received, we request that the matter of taxes and other liens be rechecked if necessary, and a certification be made as of 1:29 p.m., December 27, 1957, or later. It will be noted that the recording information is on the reverse side of the certificate

dated November 21, which states that taxes have not been paid for 1957. It is therefore necessary for us to send that certificate as a part of the title assembly for consideration by the Attorney General. The wording of the new certificate should therefore state specifically that a later search discloses that all county and state taxes and charges of the El Paso Water Improvement District No. 1 have been paid in full, if such is the case.

We also note that the certificate of inspection and possession executed by Alfred L. Hulbert, the title opinion of E. W. Earl, attorney, and the certificate by Gertrude Attaway were all apparently filed for record, which was unnecessary. Upon receipt of a new certificate indicating that taxes have been paid in full, we will forward the title assembly for approval of the Attorney General.

Frederic K. Gray

dated November 21, which states that taxes have not been paid for 1957. It is therefore necessary for us to send that certificate as a part of the title assembly for consideration by the Attorney General. The wording of the new certificate should therefore state specifically that a later search discloses that all county and state taxes and charges of the El Paso Water Improvement District No. 1 have been paid in full, if such is the case.

We also note that the certificate of inspection and possession executed by Alfred L. Hulbert, the title opinion of E. W. Earl, attorney, and the certificate by Gertrude Attaway were all apparently filed for record, which was unnecessary. Upon receipt of a new certificate indicating that taxes have been paid in full, we will forward the title assembly for approval of the Attorney General.

A. V. Rasco
for Frederic K. Gray

947 FEB 10



IN REPLY
REFER TO:

358

JAN 22 PM 2:30
BUREAU OF RECLAMATION
AMARILLO, TEXAS

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRANDE PROJECT
211 U. S. COURT HOUSE
EL PASO TEXAS

January 21, 1958

Route	Code	In	Out	Initial
	100			
	110			
	120			
	200			
	300			
	360			
	400			
	500			
	600			
	700			
	800			
	900			
	P.Sol.			
	C&R			

L *1/21/58*
R 2 *1/31/58*
2-12-58

To: Regional Director
Attention: 5-430

From: Project Manager

Subject: Acquisition of Right-of-Way--Cuadrilla Lateral--Rio Grande Project--Texas, New Mexico

Returned herewith is the original and one conformed copy of Contract for Exchange of Land with Otis and Velma K. Parker for transmittal by your office to the Attorney General in accordance with your letter of December 24, 1957.

Please note that the contract has been recorded in the official records of El Paso County, Texas, and that the engineering data has been certified as being correct.

W. F. Resch

In duplicate - *de Legal*
✓ Enclosures 2 *for title opinion 1/21/58*
Copy to: Field Solicitor (w/o encl)

DUP. TO DIR.

504 JAN 23

PART NOT
ATTACHED TO THIS
COPY BUT IS RECORDED
#24039
3

B 1374 P-474

US
PARKER, OTIS.

Dec 23, 1957

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

Contract for Exchange of Land

THIS CONTRACT, made this 23 day of December, 1957, in pursuance of the Act of Congress of June 17, 1902, (32 Stat. 385) and all acts amendatory thereof and supplementary thereto, particularly pursuant to the Act of Congress approved August 4, 1939, (43 U.S.C. 485), between the UNITED STATES OF AMERICA, hereinafter styled the United States, represented by the Officer executing this contract, and OTIS PARKER and WELMA K. PARKER, his wife, hereinafter referred to as the Landowners.

WITNESSETH THAT:

EXPLANATORY RECITALS

2. WHEREAS the United States is the owner of that certain piece or parcel of land in El Paso County, Texas, lying between Tract 11, Block 5, and Tract 23, Block 40, in the San Eliscario Grant, according to the survey thereof, approved by the Commissioner's Court of the County of El Paso on January 13, 1930, containing sixty-eight hundredths (0.68) acres of land, more or less, more particularly described in Schedule A, attached hereto and made a part hereof, and

3. WHEREAS, the Landowners are the owners of that certain piece or parcel of land in El Paso County, Texas, containing 1.18 acres of land more or less, and being part of Tract 23 Block 40 of the San Eliscario Grant, according to the survey thereof, approved by the Commissioner's Court of the County of El Paso on January 13, 1930, and more particularly described in Schedule B, attached hereto and made a part hereof, and

4. WHEREAS, the parties hereto desire to exchange ownership of the lands described in Articles 2 and 3 of this contract.

5. NOW THEREFORE, in consideration of the covenants and agreements of the parties hereto, it is mutually agreed as follows:

6. The Landowners do hereby grant, bargain, sell, remise, convey, release and confirm unto the United States, its successors and assigns forever, all of the land and real estate described in Article 3 hereof, together with all hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion

and reversions, remainder and remainders, rents, issues, and profits thereof and all the estate, right, title, interest, claim, and demand whatsoever, of the Landowners, either in law or in equity, of, in, and to the above bargained premises, with the hereditaments and appurtenances; TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the United States, its successors and assigns forever. And the Landowners, for their heirs, executors, and administrators, do covenant and agree, to and with the United States, its successors and assigns, that at the time of the enclosing and delivery of these presents they are well seized of the premises above conveyed, of a good, sure, perfect, absolute and indefeasible estate of inheritance in law and in fee simple and have good right, full power, and lawful authority to grant, bargain, sell, and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, and incumbrances of what kind and nature soever; and the above bargained premises, in the quiet and peaceable possession of the United States, its successors and assigns, against all and every person or persons lawfully claiming, or to the claim, the whole or any part thereof, the Landowners shall and will warrant and forever defend.

7. The United States does hereby Quitclaim, Grant, Bargain, Sell, and Convey to the Landowners all of the right, title, and interest of the United States, in and to the land and real estate described in Article 2 hereof, together with all the improvements thereon and the appurtenances thereto belonging.

8. No Member of, or Delegate to Congress, or Resident Commissioner shall be admitted to any share of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto set their hand the day and year first above written.

THE UNITED STATES OF AMERICA

By /s/ Robert W. Jennings

 /s/ Otis Parker
Otis Parker

 /s/ Velma K. Parker
Velma K. Parker

STATE OF TEXAS
COUNTY OF EL PASO

L. P. Evers, Jr.

Before me, _____, a Notary Public, in and for El Paso County, Texas, on this day, personally appeared Otis Parker, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as his free act and deed.

Given under my hand and seal of office this 18 day of October, 1957 A.D.

SEAL

/s/ L. P. Evers, Jr.

My Commission Expires June 30, 1959.

STATE OF TEXAS
COUNTY OF EL PASO

L. P. Evers, Jr.

Before me, _____, a Notary Public, in and for El Paso County, Texas, on this day personally appeared Velma K. Parker, wife of Otis Parker, 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 fully explained to her, she, the said Velma K. Parker, acknowledged such instrument to be her free act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this 18 day of October, 1957 A.D.

SEAL

/s/ L. P. Evers, Jr.

My Commission Expires June 30, 1957.

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF POTTER)

Before me, Ernestine R. Murrin, a notary public in and for the County of Potter, State of Texas, on this day personally appeared Robert W. Jennings, Regional Director, Region 5, Bureau of Reclamation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same as the act of the United States of America for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23rd day of December, 1957.

/s/ Ernestine R. Murrin
Notary Public

SEAL

SCHEDULE A

Tract No. 2.

BEGINNING at the most westerly corner of the property being herein described a point in the northerly line of Tract Eleven (11), Block Five (5), of the approved survey of the San Elizarie Grant, said survey having been approved by the Commissioner's Court of the County of El Paso on the 13th day of January 1930 A.D.; thence north seventy (70) degrees, twenty-four (24) minutes east, eighty and seventy-nine hundredths (80.79) feet and north sixty-three (63) degrees, forty (40) minutes east, sixteen and seventy-two hundredths (16.72) feet to a point in the southerly line of Tract Two C (2-C) of Block Forty (40) of the said San Elizarie Grant; thence following the said southerly line of the said Tract Two C (2-C) of Block Forty (40), of the San Elizarie Grant with the following courses and distances, south eighty-nine (89) degrees, forty-two (42) minutes east, sixty-two and sixty-five hundredths (62.65) feet, north sixty-one (61) degrees, twenty-four (24) minutes east, five hundred nine and fifty hundredths (509.50) feet, and north seventy-one (71) degrees, twenty (20) minutes east, two hundred thirteen and forty hundredths (213.40) feet to the most northerly point of the property being herein described, a point in the southwesterly right of way line of the United States Franklin Canal; thence south forty-eight (48) degrees, twenty (20) minutes east, forty and twenty-eight hundredths (40.28) feet along the said southwesterly right of way line of the United States Franklin Canal to the most easterly point of the property being herein described, a point identical with the northeast corner of the said Tract Eleven (11) of Block Five (5) of the San Elizarie Grant; thence following the northerly line of the said Tract Eleven (11) of Block Five (5) of the San Elizarie Grant with the following courses and distances, south seventy-one (71) degrees, twenty (20) minutes west, two hundred thirty and thirty hundredths (230.30) feet, south sixty-one (61) degrees, twenty-four (24) minutes west, five hundred fifteen and forty-eight hundredths (515.48) feet and north eighty-nine (89) degrees, forty-two (42) minutes west, one hundred sixty-two and fifty-eight hundredths (162.58) feet to the most westerly point of the property being herein described and the place of beginning, containing sixty-eight hundredths, (0.68) acres, more or less, all as shown as Tract Two (2) on copy of Drawing No. 23-503-5601, attached hereto and made a part hereof.

SCHEDULE B

Tract No. 1

BEGINNING at the most westerly corner of the property being herein described, a point identical with the most westerly corner of Tract Two C (2-C), Block Forty (40) of the approved survey of the San Elivario Grant, said survey having been approved by the Commissioner's Court of the County of El Paso on the 13th day of January 1930 A.D.; thence following the line common to Tracts Two-C (2-C) and Two D (2-D) of said Block Forty (40) of the San Elivario Grant north sixty-three (63) degrees, forty (40) minutes east, eight hundred fifty-seven and twenty-seven hundredths (857.27) feet to the most northerly point of the property being herein described, a point in the south-westerly right of way line of the United States Franklin Canal, said point being identical with the southeast corner of Tract Two D (2-D) and the most northerly corner of Tract Two C (2-C) of the said Block Forty (40) of the San Elivario Grant; thence following the said south-westerly right of way line of the United States Franklin Canal south forty-eight (48) degrees, twenty (20) minutes east, sixty-four and seventy-one hundredths (64.71) feet to the most easterly corner of the property being herein described; thence south sixty-three (63) degrees, forty (40) minutes west, seven hundred sixty-one and eighty-seven hundredths (761.87) feet to the most southerly corner of the property being herein described; thence north eighty-nine (89) degrees, forty-two (42) minutes west, one hundred thirty-three and eighty-five hundredths (133.85) feet to the most westerly corner of the property being herein described and the place of beginning, containing one and twelve hundredths (1.12) acres, more or less, all as shown as Tract One (1) on copy of Drawing No. 23-503-5601, attached hereto and made a part thereof.

380.-

APR 17 1958

1770

CITIZENS STATE BANK

MEMBER FEDERAL DEPOSIT INSURANCE CORPORATION
MEMBER FEDERAL RESERVE SYSTEM

YSLETA, TEXAS

O. T. PARKER, PRESIDENT
L. P. EVERS, JR., CASHIER

April 16, 1958

EL PASO, TEXAS	
Route to:	Date
Manager	
Asst. Mgr.	
Adm. Asst.	
Power	
Engr.	
Off. Engr.	
Programs	
Hydro.	
Pers.	
Finance	
Supply	
Safety	
Secretary	
File	Date
.Copy to:	
Elephant Butte	
Las Cruces	
Ysleta	

Mr. W. F. Resch, Project Manager
United States Dept. of the Interior
Bureau of Reclamation
211 U. S. Court House
El Paso, Texas

Dear Mr. Resch:

We acknowledge receipt of the duplicate original of the contract for exchange of land between the United States and myself, executed and recorded as of your letter of April 11, 1958.

Yours very truly,



O. T. Parker
President

OTP/bj

380.-

JHM

April 11, 1958

Mr. Otis Parker
8936 Highway 80E
El Paso, Texas

Dear Mr. Parker:

Attached for your files is the duplicate original of a contract for exchange of land between you and the United States, dated December 23, 1957, which has been executed on behalf of the United States, and recorded in the Deed records of El Paso County on January 2, 1958, Volume 1374 on page 474.

Sincerely yours,

W. F. Resch
Project Manager

Enclosure

Copy to: Chief, Irrig. Field Branch, Isleta (w/copy of encl)

RJL-MEM
33-45-894

VRG

March 27, 1958

Honorable Fred A. Seaton
Secretary of Interior
Washington, D. C.

My dear Mr. Secretary:

An examination has been made of the title data relating to 1.12 acres of land, more or less, in connection with the Rio Grande Project in El Paso County, Texas. This land was conveyed to the United States of America under the provisions of existing legislation by Otis Parker and Velma K. Parker, his wife, under Contract for Exchange of Land, dated December 23, 1957, filed for record on December 27, 1957, and recorded among the land records of the county in Volume 1374 at page 474. Your reference is No. 5-156, Rrgp-990, and the file number of this Department is 33-45-894.

The land is described in the aforesaid land exchange contract.

The certificate of record search, dated November 21, 1957, and Supplemental Certificate dated February 17, 1958, were prepared by Gertrude Ataway, Engineering Draftsman.

The title data, recorded contract, and accompanying data disclose valid title to be vested in the United States of America.

The title data, contract for exchange of land, and related papers are enclosed.

Sincerely yours,

Attorney General

Enclosures

DEC 24 1957

5-430

OFFICIAL FILE COPY

Date	Surname	Code
12/21/57	Hill	K30
12/21/57		H00
12/23	Ray	f.5
12/23/57	Burnett	AT
12/23	Jennings	100

To: Project Manager, El Paso, Texas
From: Regional Director
Subject: Acquisition of Right-of-Way-Quadrilla Lateral-Rio Grande Project-Texas, New Mexico

The Contract for Exchange of Land with Otis and Velma K. Parker, transmitted with your letter of November 27, 1957, has been executed and is returned herewith.

Please complete the items outlined in the Field Solicitor's memorandum dated December 12, 1957, copy enclosed, and return the instrument to this office for transmittal to the Attorney General.



Enclosure

Copy to: Field Solicitor
(w/o encl)

OJLowry/pc/12-20-57



upl RIO GRANDE 380.-

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

Route	Code	In	Out	Initial
✓	100	1/13	1/13	PL
	110			
	140			
	277			
	320			
	360			
✓	400	1/10	1/10	PL
	500			
	600			
	700			
	800			
	900			
	F.Sol			
3	100	1/10	1/10	PL
✓	C&R			

December 12, 1957

5-156
Rrgp-950

Memorandum

To: Regional Director Attention: 5-400

From: Field Solicitor

Subject: Acquisition of Right of Way, Cuadrilla Lateral--Rio Grande Project, New Mexico, Texas

We have examined the Contract for Exchange of Land executed and acknowledged by Otis Parker and wife, Velma K. Parker; the copy of title opinion of Attorney E. W. Earl, addressed to El Paso Title Company, Inc., El Paso, Texas; the certificate of inspection and property, executed by Alfred L. Hubert; and the certificate of record search executed by Gertrude Attaway; all relative to the exchange of right of way lands on the Cuadrilla Lateral.

We note in the Project Manager's letter of November 27, to you, copy to this office, his request that further evidence of ownership be waived. This office does not have authority to waive evidence of ownership in cases of land acquisition. We may, however, submit the matter to the Attorney General for his consideration in waiving further evidence of title.

The Contract for Exchange of Land should be completed as to date before being signed and acknowledged by you, and the land description should be certified as correct by engineering personnel of the Bureau of Reclamation, both in the margin opposite Articles 2 and 3 and in the margin of Schedules A and B. We have included a form of acknowledgment for your convenience. After the Contract for Exchange of Land has been executed by you, the engineering data certified as correct, and the instrument filed of record and recorded in the deed records of El Paso County, Texas, we will forward the instruments for consideration by the Attorney General, upon your recommendation that further title information be waived.

Frederic K. Gray
Frederic K. Gray

Dup 400

✓ In triplicate
Enclosure

DEC 13 1957



IN REPLY
REFER TO:

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

1957 NOV 26 PM 8
RIO GRANDE PROJECT
211 U. S. COURT HOUSE
EL PASO, TEXAS

BUREAU OF RECLAMATION
EL PASO, TEXAS
November 27, 1957

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

From: Project Manager

Subject: Acquisition of Right-of-Way-Cuadrilla Lateral-Rio
Grande Project-Texas, New Mexico

Attached are the following documents required in the
exchange of right of way on the Cuadrilla Lateral with Otis and
Velma K. Parker:

1. Contract for Exchange of Land (in triplicate)
2. Copy of letter from E. W. Earl, Attorney, to the
El Paso Title Company, Inc., dated October 24, 1957.
3. Certificate of Inspection and Possession
4. Certificate

The form of contract has been revised as approved by your
letter of September 27, 1957, and has been executed by Mr. and Mrs.
Parker. It is submitted for review and further action.

In view of the evidence of title stated in the letter
from Attorney Earl and the search of title made by this office, it
is suggested that further evidence of ownership be waived.

The value of the land involved in this transaction is
estimated to be approximately \$500 per acre; therefore, the land
acquired by the Government is estimated to be worth \$560 and the
land conveyed \$340.

W. F. Resch
W. F. Resch

In duplicate

Enclosures

Copy to: Field Solicitor, w/o encls.

380. -

Route	Code	In	Out	Initial
	100			
	110			
	140			
	200			
	320			
	360			
1	400	1/2	1/2	R
	500			
	600			
	700			
	800			
	900			
	950			
	C&R			

ARK
12-27-57

NOV 28 1957



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Ysleta, Texas
November 19, 1957

IN REPLY REFER TO:

NOV 20 1957

EL PASO, TEXAS	
Route to:	Initials
Manager	<input checked="" type="checkbox"/>
Asst. Mgr.	<input checked="" type="checkbox"/>
Adm. Asst.	
Power	
Engr.	
Off. Engr.	
Programs	
Hydro.	
Pers.	
Finance	
Supply	
Safety	
Secretary	
File	
Copy to:	Date
Elephant Butte	
Las Cruces	
Ysleta	

To: Project Manager

From: Chief, Ysleta Irrigation Field Branch

Subject: Acquisition of Right-of-Way - Cuadrilla Lateral

Certificate of Inspection and Possession form is attached in duplicate for the tract of land Mr. O.T. Parker is transferring to the Government.

William C. Brady

William C. Brady



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Ysleta, Texas
November 15, 1957

IN REPLY REFER TO:

NOV 18 1957
EL PASO, TEXAS

Route to:	Initials
Manager	<input checked="" type="checkbox"/>
Asst. Mgr.	<input checked="" type="checkbox"/>
Adm. Asst.	<input type="checkbox"/>
Power	<input type="checkbox"/>
Engr.	<input type="checkbox"/>
Off. Engr.	<input type="checkbox"/>
Programs	<input type="checkbox"/>
Hydro.	<input type="checkbox"/>
Pers.	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Supply	<input type="checkbox"/>
Safety	<input type="checkbox"/>
Secretary	<input type="checkbox"/>
File	<input type="checkbox"/>

Copy to:	Date
Elephant Butte	
Las Cruces	
Ysleta	

To: Project Manager
From: Chief, Ysleta Irrigation Field Branch
Subject: Acquisition of Right-of-Way - Cuadrilla Lateral

Mr. and Mrs. O. T. Parker have signed the contract for Exchange of Land on the Cuadrilla Lateral which is enclosed in duplicate.

Attorney E. W. Earl has examined the title and according to his attached letter there are several questions regarding the transfer. Mr. Parker desires our review of the title examination and states he will comply to what ever requests might be necessary for the exchange.

William C. Brady
William C. Brady

Encls.

El Paso Title Co., Inc.

COMPLETE TITLE SERVICE

REPRESENTING DALLAS TITLE & GUARANTY CO.

*Member Texas Title Association
Member American Title Association*

October 24, 1957

El Paso Title Co., Inc.
El Paso, Texas

Application of O. T. Parker.

Gentlemen:

The public records of El Paso County, Texas, reveal that the record title to:

A portion of Tract 2-C in Block 40 of the SAN ELIZARIO GRANT according to the plat thereof made by El Paso County, Texas, for tax purposes, and plat made by U. S. Bureau of Reclamation, El Paso County, Texas, described as follows, to-wit:

BEGINNING at the most Westerly corner of the property being herein described, a point identical with the most Westerly corner of Tract Two C (2-C), Block Forty (40) of the approved survey of the San Elizario Grant, said survey having been approved by the Commissioners Court of the County of El Paso on the 13th day of January 1930 A.D.;

THENCE following the line common to Tracts Two C (2-C) and Two D (2-D) of said Block Forty (40) of the San Elizario Grant North sixty-three (63) degrees, forty (40) minutes East, eight hundred fifty-seven and twenty-seven hundredths (857.27) feet to the most Northerly point of the property being herein described, a point in the Southwesterly right of way line of the United States Franklin Canal, said point being identical with the Southeast corner of Tract Two D (2-D) and the most Northerly corner of Tract Two C (2-C) of the said Block Forty (40) of the San Elizario Grant;

THENCE following the said Southwesterly right of way line of the United States Franklin Canal South forty-eight (48) degrees, twenty (20) minutes East, sixty-four and seventy-one hundredths (64.71) feet to the most Easterly corner of the property being herein described;

THENCE South sixty-three (63) degrees, forty (40) minutes West, seven hundred sixty-one and eighty-seven hundredths (761.87) feet to the most Southerly corner of the property being herein described;

THENCE North eighty-nine (89) degrees, forty-two (42) minutes West, one hundred thirty-three and eighty-five hundredths (133.85) feet to the most Westerly corner of the property being herein described and the place of BEGINNING, containing one and twelve hundredths (1.12) acres, more or less, all as shown as Tract 1 of drawing No. 23-503-5601 according to said plat made by the U.S. Bureau of Reclamation,

October 24, 1957

is now vested in OTIS PARKER,
subject only to the following:

1. Taxes for which statement has not been received.
2. All matters emanating from contracts with El Paso Valley Water Users' Association. Water and construction taxes and assessments for which statement has not been received. ✓
3. Rights of parties in possession.
4. Any discrepancies, conflicts or shortages in area or boundary lines, or any encroachments or any overlapping of improvements which a correct survey would show.
5. Easements, if any, for roads, ditches, canals, public utilities or any other purposes.

The present transaction involves the exchange of the above tract for a tract belonging to the United States of America, the exchange deed being in the file signed by Otis Parker and wife. By paragraph 6 in the deed the landowners convey to the United States "the land and real estate described in article 3 hereof". There is no exhibit in the deed entitled "article 3", but the above captioned tract is marked "schedule B, Tract No. 1".

The land conveyed by the United States to Parker and wife, is referred to in the body of the deed as "the land and real estate described in article 2 hereof". There is no exhibit in the deed entitled "article 2".

Paragraph 4 also refers to the land as being described in articles 2 and 3.

It seems to me that the deed should be corrected to describe the land as shown in schedule A and schedule B rather than ~~to~~ articles 2 and 3, as there are no such exhibits in the deed.

Very truly yours,


E. W. EARL, ATTORNEY.

EWE/jb.

Parker, Otis et ux.

380

THM-c

JHM

Eng

September 30, 1957

To: Chief, Ysleta Irrigation Field Branch
From: Project Manager
Subject: Acquisition of Right of Way - Cuadrilla Lateral

Enclosed are two copies of page 2 of "Contract for Exchange of Land", revised to delete the exception in Article 7, which please substitute for the ones transmitted to you by my letter of September 18, above subject.

W. F. Resch

Enclosures

1 Parker, Ste...



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

REGIONAL OFFICE, REGION 5
P. O. BOX 1609
AMARILLO, TEXAS

IN REPLY
REFER TO:

5-430

SEP 27 1957

SEP 30 1957

EL PASO, TEXAS	
Route to:	Initials
Manager	✓ R
Asst. Mgr.	✓
Adm. Asst.	
Power	
Engr.	
Civ. Engr.	
Programs	
Ins.	
Per.	
Finance	
Supv.	
Sal.	
Sec'y	
File	
Copy to:	Date
El Paso, Butte	
Las Cruces	
Ysleta	

To: Project Manager, El Paso, Texas

From: **Acting** Regional Director

Subject: Acquisition of Right of Way - Cuadrilla Lateral -
Rio Grande Project, New Mexico

Please refer to your letter of September 24, 1957, above
subject.

We concur in your recommendation that Article 7 of the
"Contract for Exchange of Land" be reworded to omit items (a) and
(b) of the Article.

A. R. Burnett

Copy to: Field Solicitor

Parker, Otis, et ux

Eng

September 24, 1957

To: Regional Director
Attention: 5-150

From: Project Manager

Subject: Acquisition of Right of Way - Cuadrilla Lateral -
Rio Grande Project, New Mexico - Texas

Your letter of February 2, 1955, approved the form of Contract for Exchange of Land covering the relocation of a portion of the Cuadrilla Lateral. This form of contract was drafted from a previous contract furnished by your office for relocation of a drain, this form of contract being attached to your letter dated July 3, 1952, subject: "Exchange of land between A.F. Apadaca, et ux, and United States - Relocation of West La Mesa Spur Drain - Rio Grande Project."

Negotiations with the landowners, Otis and Velma K. Parker, have failed to result in their acceptance of this contract. Originally their objection was to the inclusion of the small 0.02-acre tract, described as Tract 2 of Schedule B, on which they did not have an unencumbered title. This was eliminated because it was not actually part of the relocation, but was included to cover land occupied by the ditch at that time yet was not covered by the original acquisition.

The landowners now object to the exception contained in Article 7 covering "existing flowage rights or easements, if any, in the said lands for railroad, pipe line, power line, road, highway, and ditch rights of way" claiming this does not give them clear title to the land. Inasmuch as our records and the public records disclose no easements having been granted to any party and that a visual inspection of the property does not indicate that any easement or encroachment of any sort exists, it is suggested that this article be changed to eliminate this clause.

In addition to the foregoing, clause (b) of Article 7, dealing with the reservation of fissionable materials, was eliminated by the Project subsequent to the issuance of Executive Order 10596 of February 15, 1955.

Your concurrence to the above changes of the draft of contract is requested.

W. F. Resch

In duplicate

Copy to: Field Solicitor, Amarillo

Parker, Oles, et al

380.

THM-cnr

THM

Mgr

September 18, 1957

To: Chief, Ysleta Irrigation Field Branch
From: Project Manager
Subject: Acquisition of Right of Way - Cuadrilla Lateral

Upon advice from you that Mr. Parker was reluctant to sign the Contract for Exchange of Land for a portion of the Cuadrilla Lateral right of way, which was transmitted with my letter of February 8, 1955, the contract has been revised to eliminate the 0.02-acre parcel in Tract 11, Block 5 of the San Elizario Grant. Although the relocation of the lateral did not extend over this parcel, it was included in the original document merely to give the United States record title to land already occupied by the ditch bank. Since it would cost Mr. Parker a considerable sum of money to obtain a partial release of lien on this piece, it was omitted from the document. The United States' claim to title of this 0.02-acre parcel remains as before on the basis of prescriptive right by virtue of long-time occupancy.

Accordingly, there is attached the following documents:

1. Contract for Exchange of Land, in duplicate.
2. Certificate of Inspection and Possession, 1 copy.

Please have Mr. Parker and his wife sign both copies of the new contract, having their signatures notarized, and return them to this office along with the Certificate of Inspection and Possession signed by someone from your office. The old copies of the contract and certificate should be destroyed.

As pointed out in my letter of February 8, 1955, it will be necessary that Mr. Parker furnish us his abstract or title guarantee certificate covering the land to be transferred to the United States for review by the Field Solicitor. The document should be brought up to date as of the time when he signs the contract. When the review is completed, the abstract or certificate will be returned to him.

At the time the Contract for Exchange of Land is executed on behalf of the United States, it may be necessary for Mr. Parker to furnish, at his expense, an abstract or title guarantee certificate indicating title resting in the United States, and he should be advised of this.

W. F. Rescl.

Enclosures

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

Contract for Exchange of Land

THIS CONTRACT, made this _____ day of _____, 19____, in pursuance of the Act of Congress of June 17, 1902, (32 Stat. 388) and all acts amendatory thereof and supplementary thereto, particularly pursuant to the Act of Congress approved August 4, 1939, (43 U.S.C. 485), between the UNITED STATES OF AMERICA, hereinafter styled the United States, represented by the Officer executing this contract, and OTIS PARKER and VELMA K. PARKER, his wife, hereinafter referred to as the Landowners.

WITNESSETH THAT:

EXPLANATORY RECITALS

2. WHEREAS the United States is the owner of that certain piece or parcel of land in El Paso County, Texas, lying between Tract 11, Block 5, and Tract 2C, Block 40, in the San Elizario Grant, according to the survey thereof, approved by the Commissioner's Court of the County of El Paso on January 13, 1930, containing sixty-eight hundredths (0.68) acres of land, more or less, more particularly described in Schedule A, attached hereto and made a part hereof, and

3. WHEREAS, the Landowners are the owners of that certain piece or parcel of land in El Paso County, Texas, containing 1.12 acres of land more or less, and being part of Tract 2C Block 40 of the San Elizario Grant, according to the survey thereof, approved by the Commissioner's Court of the County of El Paso on January 13, 1930, and more particularly described in Schedule B, attached hereto and made a part hereof, and

4. WHEREAS, the parties hereto desire to exchange ownership of the lands described in Articles 2 and 3 of this contract.

5. NOW THEREFORE, in consideration of the covenants and agreements of the parties hereto, it is mutually agreed as follows:

6. The Landowners do hereby grant, bargain, sell, remise, convey, release and confirm unto the United States, its successors and assigns forever, all of the land and real estate described in Article 3 hereof, together with all hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion

and reversions, remainder and remainders, rents, issues, and profits thereof and all the estate, right, title, interest, claim, and demand whatsoever, of the Landowners, either in law or in equity, of, in, and to the above bargained premises, with the hereditaments and appurtenances; TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the United States, its successors and assigns forever. And the Landowners, for their heirs, executors, and administrators, do covenant and agree, to and with the United States, its successors and assigns, that at the time of the en sealing and delivery of these presents they are well seized of the premises above conveyed, of a good, sure, perfect, absolute and in- defeasible estate of inheritance in law and in fee simple and have good right, full power, and lawful authority to grant, bargain, sell, and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, and incumbrances of what kind and nature soever; and the above bargained premises, in the quiet and peaceable possession of the United States, its successors and assigns, against all and every person or persons lawfully claiming, or to the claim, the whole or any part thereof, the Landowners shall and will warrant and forever defend.

7. The United States does hereby Quitclaim, Grant, Bargain, Sell, and Convey to the Landowners all of the right, title, and interest of the United States, in and to the land and real estate described in Article 2 hereof, together with all the improvements thereon and the appurtenances thereto belonging, subject to the following conditions and reservations:

Excepting existing flowage rights or ease-
ments, if any, in the said lands for railroad, pipe line,
power line, road, highway, and ditch rights of way.

8. No Member of, or Delegate to Congress, or Resident Commissioner shall be admitted to any share of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto set their hand the day and year first above written.

THE UNITED STATES OF AMERICA

By _____

Otis Parker

Velma K. Parker

Parker, et al et ux

August 31, 1955

To: Irrigation Supt., Ysleta
From: Project Manager
Subject: Acquisition of Right of Way--Cuadrilla Lateral--
Rio Grande Project, New Mexico-Texas

In response to Mr. Hulbert's request by telephone,
the following documents are transmitted herewith:

1. "Contract for Exchange of Land" - in duplicate
2. Draft for "Partial Release of Lien" - 1 copy

It is our understanding that Mr. Parker lost the documents originally given to him for this exchange and has recently requested that he be furnished duplicates so that he may now complete his part of the transaction.

Requirements as regards execution of the documents listed above and the "Certificate of Inspection and Possession" are the same as outlined in our subject letter of February 8, 1955.

W. F. Resch

Enclosures

Parker, et's et ux

380. -

Eng

JWM-lmb

Secure


February 8, 1955

To: Irrigation Superintendent, Isleta, Texas
From: Project Manager
Subject: Acquisition of Right of Way - Cuadrilla Lateral - Rio Grande Project, New Mexico-Texas

There are transmitted herewith the following documents:

1. Contract for Exchange of Land, in duplicate.
2. Certificate of Inspection and Possession, 1 copy.
3. Draft for Partial Release of Lien, 1 copy.

Please transmit the contract for Exchange of Land to Mr. Parker for execution of both copies by Mr. Parker and his wife.

Please transmit the Partial Release of Lien to Mr. Parker so that he may obtain the execution thereof by the Equitable Life Assurance Society. This draft is prepared from information available to this office at the present time. The Equitable Life Assurance Society is free to change the draft to cause it to agree with the conditions that now exist if actual conditions differ from those expressed in the draft.

The Certificate of Inspection and Possession should be executed by you or someone in your office after the investigation required thereby has been made.

When executed, all copies of these instruments should be returned to this office for further handling.

When the contract for Exchange of Land is executed on behalf of the United States the duplicate original thereof will be returned to you for delivery to Mr. Parker.

Please request Mr. Parker to furnish his abstract or title guarantee certificate covering the land to be transferred to the United States for review by the Regional Counsel. When review has been completed such abstract or certificate will be returned to him. At the time the Contract for Exchange of Land is executed on behalf of the United States and recorded in the County of El Paso it will be necessary for Mr. Parker to furnish an abstract or title guarantee certificate indicating that title rests in the United States free and clear of any and all encumbrances.

At the time you deliver the documents to Mr. Parker you should make clear to him that all costs incurred in obtaining the final title certificate or up to date abstract as well as the release of mortgage must be paid by him.

W. F. Resch



Parker, et al re

380.-

FEB 4 1955

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

REGION 5
AMARILLO, TEXAS
BOX 1609

ADDRESS ALL COMMUNICATIONS
TO THE REGIONAL DIRECTOR

5-155
7-950

FEB -2 1955

EL PASO, TEXAS	
Route to:	In
MANAGER	<input checked="" type="checkbox"/>
ADM. ASST.	<input checked="" type="checkbox"/>
IRRIG.	<input checked="" type="checkbox"/>
POWER	<input checked="" type="checkbox"/>
HYDRO.	<input checked="" type="checkbox"/>
PROGRAMS	<input checked="" type="checkbox"/>
OFF. ENGR.	<input checked="" type="checkbox"/>
FLD. ENGR.	<input checked="" type="checkbox"/>
FINANCE	<input type="checkbox"/>
PERS.	<input type="checkbox"/>
SUPPLY	<input type="checkbox"/>
SAFETY	<input type="checkbox"/>
SECRETARY	<input type="checkbox"/>
FILE	<input type="checkbox"/>
Copy To:	Date
Elephant Butte	
Las Cruces	
Ysleta	

To: Project Manager, El Paso, Texas

From: Regional Director

Subject: Acquisition of Right of Way - Cuadrilla Lateral -
Rio Grande Project, New Mexico-Texas

Matthews: Follow through on this.

With reference to your letter of January 18, 1955 on this subject, items (1) Contract for Exchange of Land; (2) Certificate; and (3) Certificate of Inspection and Possession are adequate as to form. However, certain other items are required and inasmuch as it is not clear from the referenced letter whether you have all of them in mind in connection with the proposed transaction, I am calling to your attention the need for:

- (1) Checking for possible outstanding taxes on land to be acquired by the United States.
- (2) Evidence of title to lands to be conveyed to the United States. Either an abstract of title furnished for our examination, or a Certificate of Title from an approved abstract company.
- (3) Appraisal of the value of lands involved; your own appraisal is believed to be sufficient in this instance.

Upon obtaining the required additional information, all items properly executed, including the Contract for Exchange of Land, properly executed by Mr. and Mrs. Parker, should be forwarded to this office. Execution of the contract for the United States will be by Regional authority.

There is enclosed a draft of a form which may be used for obtaining partial release from lien of the Equitable Life Assurance Society. Please note that we have assumed a great deal in completing the draft to the extent we have, as full information is not available from data furnished. Please ascertain therefore before completing final copy and obtaining execution that Parker and wife executed the Deed of Trust referred to in the draftsman's Certificate (as we assume), and name of holder and owner of note. Executed partial release of lien should be returned with other items for further approval prior to filing.


Robert W. Jennings

Enclosure

Copy to: Field Solicitor
(w/c enclosure)

PARTIAL RELEASE OF LIEN

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of \$1,00 and other good and valuable considerations, the receipt of which is hereby acknowledged, _____, owner and holder of that certain promissory note, secured by a Deed of Trust executed by OTIS PARKER and Wife, VELMA K. PARKER, dated the 16th day of April 1941, and recorded in Book 375, page 219, of the records of El Paso, Texas, May 3, 1948, does hereby release the lien of said Deed of Trust upon the following portion only of the real estate described in said Deed of Trust:

Tract No. 1

BEGINNING at the most westerly corner of the property being herein described, a point identical with the most westerly corner of Tract Two C (2-c), Block Forty (40) of the approved survey of the San Elizario Grant, said survey having been approved by the Commissioner's Court of the County of El Paso on the 13th day of January 1930 A.D.; thence following the line common to Tracts Two-C (2-C) and Two D (2-D) of said Block Forty (40) of the San Elizario Grant north sixty-three (63) degrees, forty (40) minutes east, eight hundred fifty-seven and twenty-seven hundredths (857.27) feet to the most northerly point of the property being herein described, a point in the south-westerly right of way line of the United States Franklin Canal, said point being identical with the southeast corner of Tract Two D (2-D) and the most northerly corner of Tract Two C (2-C) of the said Block Forty (40) of the San Elizario Grant; thence following the said south-westerly right of way line of the United States Franklin Canal south forty-eight (48) degrees, twenty (20) minutes east, sixty-four and seventy-one hundredths (64.71) feet to the most easterly corner of the property being herein described; thence south sixty-three (63) degrees, forty (40) minutes west, seven hundred sixty-one and eighty-seven hundredths (761.87) feet

to the most southerly corner of the property being herein described; thence north eighty-nine (89) degrees, forty-two (42) minutes west, one hundred thirty-three and eighty-five hundredths (133.85) feet to the most westerly corner of the property being herein described and the place of beginning, containing one and twelve hundredths (1.12) acres, more or less, all as shown as Tract One (1) on copy of Drawing No. 23-503-5601, attached hereto and made a part hereof.

Tract No. 2

BEGINNING at the most westerly corner of the property being herein described, a point identical with the northwest corner of Tract Eleven (11) of Block Five (5) of the approved survey of the San Elizario Grant, said survey having been approved by the Commissioner's Court of the County of El Paso on the 13th day of January 1930 A.D.; thence following the northerly line of Tract Eleven (11), Block Five (5), of the San Elizario Grant north forty-nine (49) degrees, thirty-four (34) minutes east, eight and thirty hundredths (8.30) feet and south eighty-nine (89) degrees, forty-two (42) minutes east, seventy-three and twenty-two hundredths (73.22) feet to the most easterly corner of the property being herein described; thence south seventy (70) degrees, twenty-four (24) minutes west, seventy-five and eighty-seven hundredths (75.87) feet to the southwest corner of the property being herein described; thence north twenty-one (21) degrees, thirty (30) minutes west, twenty-one and ninety-eight hundredths (21.98) feet to the most westerly corner of the property being herein described and the place of beginning, containing two hundredths (0.02) acre, more or less, all as shown as Tract Two (2) on copy of Drawing No. 23-503-5601, attached hereto and made a part hereof.

From the lien and operation thereof.

PROVIDED, however, and it is expressly agreed and understood, that the lien of said Deed of Trust is hereby retained upon all of the other property covered thereby, not specifically described herein;

and that the execution of this partial release shall not affect, in any manner, the validity or priority of said Deed of Trust as a lien upon such other property.

WITNESS hand this day of 19 .

THE STATE OF TEXAS)
)
County of _____)

BEFORE ME, the undersigned, a Notary Public, in and for said County, Texas, on this day personally appeared _____

Known to me to be the person (s) whose name(s) (is) (are) subscribed to the foregoing instrument, and acknowledged to me that _____ he _____ executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This ____ day of _____ A.D. 19__.



January 18, 1955

To: Regional Director Attn: 5-150
From: Project Manager
Subject: Acquisition of Right of Way - Cuadrilla Lateral -
Rio Grande Project, New Mexico-Texas

The record right of way for the Cuadrilla Lateral lying between Tract 11, Block 5, and Tract 2C, Block 40 in San Elizario Grant, El Paso County, Texas, was acquired from M.H. Webb by Warranty Deed recorded April 23, 1919 in the records of El Paso County. The two tracts adjacent to the lateral were subsequently acquired by Otis Parker and his wife. In order to eliminate the division in their farm, the Parkers requested that the lateral be reconstructed along the north line of their property. The proposed relocation was advantageous to the Project in that it made for better operation and maintenance conditions. It was agreed that Mr. and Mrs. Parker would deed the United States the right of way required for the relocated ditch, and the United States would relinquish its claim to the area then occupied by the ditch through the Parker farm. The relocation was accomplished several years ago.

The following listed documents which are proposed for use in this exchange of land are transmitted herewith for your review and approval:

1. Contract for Exchange of Land
2. Certificate (Indicates search of El Paso County Records)
3. Certificate of Inspection and Possession

The draft of the "Contract for Exchange of Land" is similar in form to that used for an exchange of land in connection with relocation of the West La Mesa Spur Drain in the Mesilla Valley in New Mexico. The form of this document was furnished by letter from the Regional Director dated July 3, 1952.

The form of "Certificate" of search of the El Paso County records follows that previously used by the Project in other property acquisitions. Please note that the property of the land owner is encumbered with a mortgage in the principal sum of \$18,000. Please furnish a form of "Release" that may be used in obtaining a release of mortgage in the land to be acquired.

The form of the "Certificate of Inspection and Possession" follows that set out in Volume 18 of the Manual. You will note that the form has been modified to indicate that the land to be acquired is presently occupied by the Cuadrilla Lateral.

W. F. Resch

In dupl.

Enclosures

Copy to: Field Solicitor, w/c encls.

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

Contract for Exchange of Land

THIS CONTRACT, made this _____ day of _____, 19____, in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388) and all acts amendatory thereof and supplementary thereto, particularly pursuant to the Act of Congress approved August 4, 1939, (43 U.S.C. 485), between the UNITED STATES OF AMERICA, hereinafter styled the United States, represented by the officer executing this contract, and OTIS PARKER and VELMA K. PARKER, his wife, hereinafter referred to as the Landowners.

WITNESSETH THAT:

EXPLANATORY RECITALS

2. WHEREAS the United States is the owner of that certain piece or parcel of land in El Paso County, Texas, lying between Tract 11, Block 5, and Tract 2C, Block 40, in the San Elizario Grant, according to the survey thereof, approved by the Commissioner's Court of the County of El Paso on January 13, 1930, containing sixty-eight hundredths (0.68) acres of land, more or less, more particularly described in Schedule A, attached hereto and made a part hereof, and

3. WHEREAS, the Landowners are the owners of two tracts of land in El Paso County, Texas, one containing one and twelve hundredths (1.12) acres of land, more or less, and lying in Tract 2C, Block 40, of the San Elizario Grant, the other containing two hundredths (0.02) acres of land, more or less, lying in Tract 11, Block 5, of the San Elizario Grant, according to the survey thereof, approved by the Commissioner's Court of El Paso County on January 13, 1930, more particularly described in Schedule B, attached hereto and made a part hereof, and

4. WHEREAS, the parties hereto desire to exchange ownership of the lands described in Articles 2 and 3 of this contract.

5. NOW THEREFORE, in consideration of the covenants and agreements of the parties hereto, it is mutually agreed as follows:

6. The Landowners do hereby grant, bargain, sell, remise, convey, release and confirm unto the United States, its successors and assigns forever, all of the land and real estate described in Article 3 hereof, together with all hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion

and reversions, remainder and remainders, rents, issues, and profits thereof and all the estate, right, title, interest, claim, and demand whatsoever, of the Landowners, either in law or in equity, of, in, and to the above bargained premises, with the hereditaments and appurtenances; TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the United States, its successors and assigns forever. And the Landowners, for their heirs, executors, and administrators, do covenant and agree, to and with the United States, its successors and assigns, that at the time of the sealing and delivery of these presents they are well seized of the premises above conveyed, of a good, sure, perfect, absolute and indefeasible estate of inheritance in law and in fee simple and have good right, full power, and lawful authority to grant, bargain, sell, and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, and incumbrances of what kind and nature soever; and the above bargained premises, in the quiet and peaceable possession of the United States, its successors and assigns, against all and every person or persons lawfully claiming, or to the claim, the whole or any part thereof, the Landowners shall and will warrant and forever defend.

7. The United States does hereby Quitclaim, Grant, Bargain, Sell, and Convey to the Landowners all of the right, title, and interest of the United States, in and to the land and real estate described in Article 2 hereof, together with all the improvements thereon and the appurtenances thereto belonging, subject to the following conditions and reservations:

(a) Excepting existing flowage rights or easements, if any, in the said lands for railroad, pipe line, power line, road, highway, and ditch rights of way.

(b) Excepting and reserving to the United States, pursuant to the provisions of the Act of August 1, 1946 (Public Law 585, 79th Congress), all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same.

8. No Member of, or Delegate to Congress, or Resident Commissioner shall be admitted to any share of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation

or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto set their hand the day and year first above written.

THE UNITED STATES OF AMERICA

By _____

Otis Parker

Velma K. Parker

STATE OF TEXAS)
)
COUNTY OF EL PASO)

Before me, _____, a Notary Public, in and for El Paso County, Texas, on this day, personally appeared Otis Parker, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as his free act and deed.

Given under my hand and seal of office this _____ day of _____, 19____ A.D.

My Commission Expires _____, 19____.

STATE OF TEXAS)
)
COUNTY OF EL PASO)

Before me, _____, a Notary Public, in and for El Paso County, Texas, on this day personally appeared Velma K. Parker, wife of Otis Parker, 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 fully explained to her, she, the said Velma K. Parker, acknowledged such instrument to be her free act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this _____ day of _____, 19____ A.D.

My Commission Expires _____, 19____.

SCHEDULE A

Tract No. 3.

BEGINNING at the most westerly corner of the property being herein described a point in the northerly line of Tract Eleven (11), Block Five (5), of the approved survey of the San Elizario Grant, said survey having been approved by the Commissioner's Court of the County of El Paso on the 13th day of January 1930 A.D., a point identical with the most easterly corner of Tract No. Two (2) hereof; thence north seventy (70) degrees, twenty-four (24) minutes east, eighty and seventy-nine hundredths (80.79) feet and north sixty-three (63) degrees, forty (40) minutes east, sixteen and seventy-two hundredths (16.72) feet to a point in the southerly line of Tract Two C (2-C) of Block Forty (40) of the said San Elizario Grant; thence following the said southerly line of the said Tract Two C (2-C) of Block Forty (40), of the San Elizario Grant with the following courses and distances, south eighty-nine (89) degrees, forty-two (42) minutes east, sixty-two and sixty-five hundredths (62.65) feet, north sixty-one (61) degrees, twenty-four (24) minutes east, five hundred nine and fifty hundredths (509.50) feet, and north seventy-one (71) degrees, twenty (20) minutes east, two hundred thirteen and forty hundredths (213.40) feet to the most northerly point of the property being herein described, a point in the southwesterly right of way line of the United States Franklin Canal; thence south forty-eight (48) degrees, twenty (20) minutes east, forty and twenty-eight hundredths (40.28) feet along the said southwesterly right of way line of the United States Franklin Canal to the most easterly point of the property being herein described, a point identical with the northeast corner of the said Tract Eleven (11) of Block Five (5) of the San Elizario Grant; thence following the northerly line of the said Tract Eleven (11) of Block Five (5) of the San Elizario Grant with the following courses and distances, south seventy-one (71) degrees, twenty (20) minutes west, two hundred thirty and thirty hundredths (230.30) feet, south sixty-one (61) degrees, twenty-four (24) minutes west, five hundred fifteen and forty-eight hundredths (515.48) feet and north eighty-nine (89) degrees, forty-two (42) minutes west, one hundred sixty-two and fifty-eight hundredths (162.58) feet to the most westerly point of the property being herein described and the place of beginning, containing sixty-eight hundredths (0.68) acres, more or less, all as shown as Tract Three (3) on copy of Drawing No. 23-503-5601, attached hereto and made a part hereof.

SCHEDULE B

Tract No. 1

BEGINNING at the most westerly corner of the property being herein described, a point identical with the most westerly corner of Tract Two C (2-C), Block Forty (40) of the approved survey of the San Elizario Grant, said survey having been approved by the Commissioner's Court of the County of El Paso on the 13th day of January 1930 A.D.; thence following the line common to Tracts Two-C (2-C) and Two D (2-D) of said Block Forty (40) of the San Elizario Grant north sixty-three (63) degrees, forty (40) minutes east, eight hundred fifty-seven and twenty-seven hundredths (857.27) feet to the most northerly point of the property being herein described, a point in the south-westerly right of way line of the United States Franklin Canal, said point being identical with the southeast corner of Tract Two D (2-D) and the most northerly corner of Tract Two C (2-C) of the said Block Forty (40) of the San Elizario Grant; thence following the said south-westerly right of way line of the United States Franklin Canal south forty-eight (48) degrees, twenty (20) minutes east, sixty-four and seventy-one hundredths (64.71) feet to the most easterly corner of the property being herein described; thence south sixty-three (63) degrees, forty (40) minutes west, seven hundred sixty-one and eighty-seven hundredths (761.87) feet to the most southerly corner of the property being herein described; thence north eighty-nine (89) degrees, forty-two (42) minutes west, one hundred thirty-three and eighty-five hundredths (133.85) feet to the most westerly corner of the property being herein described and the place of beginning, containing one and twelve hundredths (1.12) acres, more or less, all as shown as Tract One (1) on copy of Drawing No. 23-503-5601, attached hereto and made a part hereof.

Tract No. 2

BEGINNING at the most westerly corner of the property being herein described, a point identical with the northwest corner of Tract Eleven (11) of Block Five (5) of the approved survey of the San Elizario Grant, said survey having been approved by the Commissioner's Court of the County of El Paso on the 13th day of January 1930 A.D.; thence following the northerly line of Tract Eleven (11), Block Five (5), of the San Elizario Grant north forty-nine (49) degrees, thirty-four (34) minutes east, eight and thirty hundredths (8.30) feet and south eighty-nine (89) degrees, forty-two (42)

minutes east, seventy-three and twenty-two hundredths (73.22) feet to the most easterly corner of the property being herein described; thence south seventy (70) degrees, twenty-four (24) minutes west, seventy-five and eighty-seven hundredths (75.87) feet to the southwest corner of the property being herein described; thence north twenty-one (21) degrees, thirty (30) minutes west, twenty-one and ninety-eight hundredths (21.98) feet to the most westerly corner of the property being herein described and the place of beginning, containing two hundredths (0.02) acre, more or less, all as shown as Tract Two (2) on copy of Drawing No. 23-503-5601, attached hereto and made a part hereof.

CERTIFICATE OF INSPECTION AND POSSESSION

I, -----

Rio Grande Project, Bureau of Reclamation, of the Department of the Interior, hereby certify that on the _____ day of _____ 19____, I made a personal examination and inspection of those certain tracts or parcels of land situated in the County of El Paso, State of Texas, designated as Tracts No. 1 & 2 on drawing 23-503-5601 attached hereto and made a part hereof and containing a combined total of 1.14 acres of land more or less, proposed to be acquired by the United States of America in connection with the Rio Grande Project, from Otis Parker, and Valma K. Parker, his wife.

1. That I am fully informed as to the boundaries, lines, and corners of said tracts; that I found no evidence of any work having been performed or any materials having been furnished in connection with the making of any repairs or improvements on said land; and that I made careful inquiry of the above-named vendors, and of the occupants of said land, and ascertained that nothing had been done on or about said premises within the past _____ months that would entitle any person to a lien upon said premises for work or labor performed or materials furnished.

2. That I also made inquiry of the above-named vendors, and of all occupants of said land as to their rights of possession and the rights of possession of any persons known to them, and neither found any evidence nor obtained any information showing or tending to show that any person had any rights of possession or other interest in said premises adverse to the rights of the above-named vendors or the United States of America.

3. That I was informed by the above-named vendors, and by all other occupants, that to the best of their knowledge and belief there is no outstanding unrecorded deed, mortgage, lease, contract, or other instrument adversely affecting the title to said premises.

4. That to the best of my knowledge and belief, after actual and diligent inquiry and physical inspection of said premises there is no evidence whatever of any vested, or accrued water rights for mining, manufacturing, or other purposes, except those that vest in the land as a result of the formation and administration of the El Paso County Water Improvement District No. 1, and the construction by the United States of the irrigation and drainage facilities of the

Rio Grande Project; that the lands inspected are now occupied by the Cuadrilla Lateral, an irrigation facility constructed by and under the authority of the United States; and that there is no evidence of any exploration or operations whatever for the development of coal, oil, gas, or other minerals on said lands; and that there are no possessory rights now in existence owned or being actively exercised by any third party under any reservation contained in any patent or patents heretofore issued by the United States for said land

5. That to the best of my knowledge and belief based upon actual and diligent inquiry made there is no outstanding right whatsoever in any person to the possession of said premises nor any outstanding right, title, interest, lien, or estate, existing or being asserted in or to said premises except such as are disclosed and evidenced by the public records.

6. That the premises are now wholly occupied by the Cuadrilla Lateral, an irrigation facility of the United States of America, and that no occupancy exists or is claimed to exist adverse to the occupancy of the United States of America.

Dated this_ _ _ _ _ day

of_ _ _ _ _ 19_ _ _ _

Approved

CERTIFICATE

I, Gertrude Attaway, Engineering Draftsman, Rio Grande Project, Bureau of Reclamation, do hereby certify that I searched the proper records of the County of El Paso, State of Texas, on the _____ day of _____ 1955, to determine the true ownership of land known as San Elizario Grant, Block 5, Tract 11 and Block 40, Tract 26, according to the survey thereof approved by the Commissioners Court of the said County of El Paso on the 13th day of January 1930 A.D. Said search determines that Otis Parker and Velma K. Parker, his wife, are the owners of record of said property and that they hold the same in fee simple, free of all encumbrances or liens of any character whatsoever, saving and excepting that certain Deed of Trust, dated April 16, 1941, in the principal sum of \$18,000 running in favor of the Equitable Life Assurance Society of the United States, filed in the records of El Paso County May 3, 1948, and recorded in Deed Book 375 at Page 219.

IN WITNESS WHEREOF I have hereunto set my hand this
_____ day of _____ 1955.

Gertrude Attaway



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Ysleta, Texas
August 13, 1954

IN REPLY REFER TO:

6 108A

EL PASO, TEXAS	
Route to:	Initials
MANAGER	<input checked="" type="checkbox"/>
ADM. ASST.	<input checked="" type="checkbox"/>
IRRIG.	<input checked="" type="checkbox"/>
POWER	
HY. ED.	
PROGRAMS	
OFF. ENGR.	
FLD. ENGR.	<input checked="" type="checkbox"/>
FINANCE	
FEES	
SUPPLY	
SECURITY	
SECRETARY	
FILE	
Copy To:	Date
El Paso	
Las Cruces	
Ysleta	

To: Project Manager
From: Irrigation Superintendent, Ysleta Branch
Subject: Right-of-Way for Cuadrilla Lateral through S E Grant 40-2C

In December 1948 the Cuadrilla Lateral was realigned from the heading through S E Grant 40-2C. This land belongs to Otis Parker.

Mr. Parker bought or traded for block 2-C in order that the Cuadrilla Lateral could be straightened.

Several times during the past three months he has stated his desire to straighten out the Right-of-Way for the Cuadrilla Lateral. He says he wants to do this so his cotton allotment can be straightened out, water rights corrected between old and new alignment, and principally so his will can be properly prepared, so if anything should happen to him, he does not want to leave this mess to his heirs.

A survey has been made of the new alignment through tract 2-C and is included in attached field book No. 2938.

William C. Brady
Wm. C. Brady

enclosure

*Important
what was
stated in R/W
abandoned. ↑
needed
from*

W. J. ...

W. B. ...
Beaver ...
Paterson ...
to ...
... ..
... ..
... ..

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
RIO GRANDE PROJECT
Contract for Exchange of Land

24039

THIS CONTRACT, made this 23 day of December, 1957, in pursuance of the Act of Congress of June 17, 1902, (32 Stat. 388) and all acts amendatory thereof and supplementary thereto, particularly pursuant to the Act of Congress approved August 4, 1939, (43 U.S.C. 485), between the UNITED STATES OF AMERICA, hereinafter styled the United States, represented by the Officer executing this contract, and OTIS PARKER and VELMA K. PARKER, his wife, hereinafter referred to as the Landowners.

WITNESSETH THAT:

EXPLANATORY RECITALS

2. WHEREAS the United States is the owner of that certain piece or parcel of land in El Paso County, Texas, lying between Tract 11, Block 5, and Tract 2C, Block 40, in the San Elizario Grant, according to the survey thereof, approved by the Commissioner's Court of the County of El Paso on January 13, 1930, containing sixty-eight hundredths (0.68) acres of land, more or less, more particularly described in Schedule A, attached hereto and made a part hereof, and

3. WHEREAS, the Landowners are the owners of that certain piece or parcel of land in El Paso County, Texas, containing 1.12 acres of land more or less, and being part of Tract 2C Block 40 of the San Elizario Grant, according to the survey thereof, approved by the Commissioner's Court of the County of El Paso on January 13, 1930, and more particularly described in Schedule B, attached hereto and made a part hereof, and

4. WHEREAS, the parties hereto desire to exchange ownership of the lands described in Articles 2 and 3 of this contract.

5. NOW THEREFORE, in consideration of the covenants and agreements of the parties hereto, it is mutually agreed as follows:

6. The Landowners do hereby grant, bargain, sell, remise, convey, release and confirm unto the United States, its successors and assigns forever, all of the land and real estate described in Article 3 hereof, together with all hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion

Carried as to Engineering data

and reversions, remainder and remainders, rents, issues, and profits thereof and all the estate, right, title, interest, claim, and demand whatsoever, of the Landowners, either in law or in equity, of, in, and to the above bargained premises, with the hereditaments and appurtenances; TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the United States, its successors and assigns forever. And the Landowners, for their heirs, executors, and administrators, do covenant and agree, to and with the United States, its successors and assigns, that at the time of the ensembling and delivery of these presents they are well seized of the premises above conveyed, of a good, sure, perfect, absolute and indefeasible estate of inheritance in law and in fee simple and have good right, full power, and lawful authority to grant, bargain, sell, and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, and incumbrances of what kind and nature soever; and the above bargained premises, in the quiet and peaceable possession of the United States, its successors and assigns, against all and every person or persons lawfully claiming, or to the claim, the whole or any part thereof, the Landowners shall and will warrant and forever defend.

7. The United States does hereby quitclaim, Grant, Bargain, Sell, and Convey to the Landowners all of the right, title, and interest of the United States, in and to the land and real estate described in Article 2 hereof, together with all the improvements thereon and the appurtenances thereto belonging.

8. No Member of, or Delegate to Congress, or Resident Commissioner shall be admitted to any share of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto set their hand the day and year first above written.

THE UNITED STATES OF AMERICA

By *Robert W. Jennings*
Robert W. Jennings

Otis Parker
Otis Parker

Velma K. Parker
Velma K. Parker

SCHEDULE A

Tract No. 2.

7

BEGINNING at the most westerly corner of the property being herein described a point in the northerly line of Tract Eleven (11), Block Five (5), of the approved survey of the San Elizario Grant, said survey having been approved by the Commissioner's Court of the County of El Paso on the 13th day of January 1930 A.D.; thence north seventy (70) degrees, twenty-four (24) minutes east, eighty and seventy-nine hundredths (80.79) feet and north sixty-three (63) degrees, forty (40) minutes east, sixteen and seventy-two hundredths (16.72) feet to a point in the southerly line of Tract Two C (2-C) of Block Forty (40) of the said San Elizario Grant; thence following the said southerly line of the said Tract Two C (2-C) of Block Forty (40), of the San Elizario Grant with the following courses and distances, south eighty-nine (89) degrees, forty-two (42) minutes east, sixty-two and sixty-five hundredths (62.65) feet, north sixty-one (61) degrees, twenty-four (24) minutes east, five hundred nine and fifty hundredths (509.50) feet, and north seventy-one (71) degrees, twenty (20) minutes east, two hundred thirteen and forty hundredths (213.40) feet to the most northerly point of the property being herein described, a point in the southwesterly right of way line of the United States Franklin Canal; thence south forty-eight (48) degrees, twenty (20) minutes east, forty and twenty-eight hundredths (40.28) feet along the said southwesterly right of way line of the United States Franklin Canal to the most easterly point of the property being herein described, a point identical with the northeast corner of the said Tract Eleven (11) of Block Five (5) of the San Elizario Grant; thence following the northerly line of the said Tract Eleven (11) of Block Five (5) of the San Elizario Grant with the following courses and distances, south seventy-one (71) degrees, twenty (20) minutes west, two hundred thirty and thirty hundredths (230.30) feet, south sixty-one (61) degrees, twenty-four (24) minutes west, five hundred fifteen and forty-eight hundredths (515.48) feet and north eighty-nine (89) degrees, forty-two (42) minutes west, one hundred sixty-two and fifty-eight hundredths (162.58) feet to the most westerly point of the property being herein described and the place of beginning, containing sixty-eight hundredths, (0.68) acres, more or less, all as shown as Tract Two (2) on copy of Drawing No. 23-503-5601, attached hereto and made a part hereof.

Correct as to Engineering data.

SCHEDULE B

Tract No. 1

BEGINNING at the most westerly corner of the property being herein described, a point identical with the most westerly corner of Tract Two C (2-C), Block Forty (40) of the approved survey of the San Elizario Grant, said survey having been approved by the Commissioner's Court of the County of El Paso on the 13th day of January 1930 A.D.; thence following the line common to Tracts Two-C (2-C) and Two D (2-D) of said Block Forty (40) of the San Elizario Grant north sixty-three (63) degrees, forty (40) minutes east, eight hundred fifty-seven and twenty-seven hundredths (857.27) feet to the most northerly point of the property being herein described, a point in the south-westerly right of way line of the United States Franklin Canal, said point being identical with the southeast corner of Tract Two D (2-D) and the most northerly corner of Tract Two C (2-C) of the said Block Forty (40) of the San Elizario Grant; thence following the said south-westerly right of way line of the United States Franklin Canal south forty-eight (48) degrees, twenty (20) minutes east, sixty-four and seventy-one hundredths (64.71) feet to the most easterly corner of the property being herein described; thence south sixty-three (63) degrees, forty (40) minutes west, seven hundred sixty-one and eighty-seven hundredths (761.87) feet to the most southerly corner of the property being herein described; thence north eighty-nine (89) degrees, forty-two (42) minutes west, one hundred thirty-three and eighty-five hundredths (133.85) feet to the most westerly corner of the property being herein described and the place of beginning, containing one and twelve hundredths (1.12) acres, more or less, all as shown as Tract One (1) on copy of Drawing No. 23-503-5601, attached hereto and made a part thereof.

Consult as to Engineering data.

FRANKLIN CANAL

Southeast corner Tract 2D
1st and most northerly corner
Tract 2C Block 40 S.E. Grant

Tract 2C Block 40
SOUTH ELLIOTT BLOCK TRACT 40
N 63° 40' E 161.87' Grant No. 1

Most westerly corner
of Tract 2C Block 40
S.E. Grant

Northeast corner Tract II
Block 5 S.E. Grant

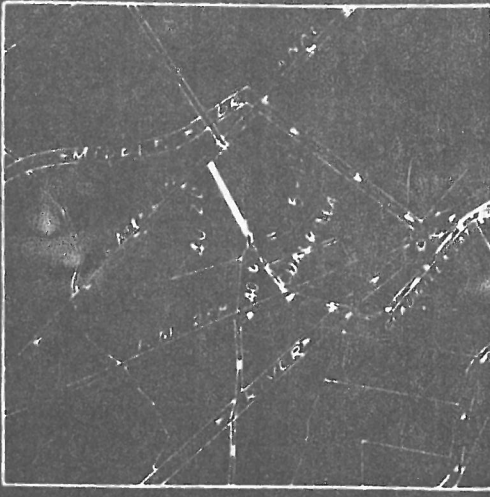
San Elizario Grant Block 4C
Tract 2C and Block 5 Tract II
as per survey approved by
Commissioners Court of the County
of El Paso, January 13, 1930

N 70° 24' E 80.75' 162.58'
N 89° 42' W 162.58'
N 63° 40' E 161.72'
S 89° 42' E 52.62'

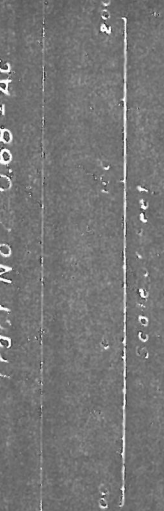
Tract II Block 5 Grant
San Elizario

OTIS PARKER and wife, VELMA K.
TO
UNITED STATES OF AMERICA
Tract No. 1 1.12 ± ac.

UNITED STATES OF AMERICA
TO
OTIS PARKER and wife, VELMA K.
Tract No. 2 0.68 ± ac.



LOCATION PLAT
1:1000
1/4" = 100' Feet



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
RIO GRANDE PROJECT IN MEX. TEXAS
CUADRILLA LATERAL
EXCHANGE OF RIGHT OF WAY WITH
OTIS PARKER
DRAWN JWM SUBMITTED 2/1/30
TRACE EPJ RECOMMENDED 2/1/30
CHECKED H.A. APPROVED 2/1/30

TO: INSITE
OF
CUADRILLA

CUADRILLA
LATERAL

LOS ANGELES ST

STREET

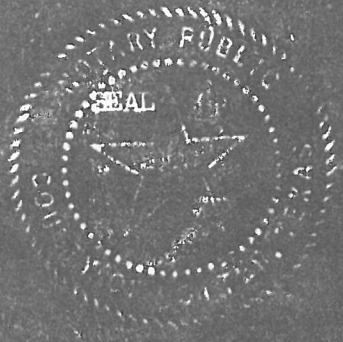
TORRER ST

ACKNOWLEDGMENT

THE STATE OF TEXAS,)
)
COUNTY OF POTTER.)

Before me, Ernest O. Martin a notary public in and for the County of Potter, State of Texas, on this day personally appeared Robert W. Jennings, Regional Director, Region 5, Bureau of Reclamation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same as the act of the United States of America for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23rd day of December, 1957.

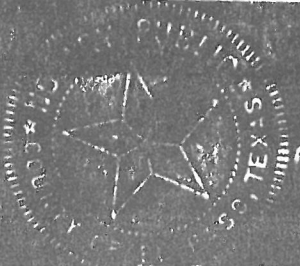


Ernest O. Martin
Notary Public

STATE OF TEXAS)
COUNTY OF EL PASO)

Before me, L. F. Evers, Jr., a Notary Public, in and for El Paso County, Texas, on this day, personally appeared Otis Parker, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as his free act and deed.

Given under my hand and seal of office this 18 day of October, 1957 A.D.



L. F. Evers, Jr.

My Commission Expires June 31, 1959.

STATE OF TEXAS)
COUNTY OF EL PASO)

Before me, L. F. Evers, Jr., a Notary Public, in and for El Paso County, Texas, on this day personally appeared Velma K. Parker, wife of Otis Parker, 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 fully explained to her, she, the said Velma K. Parker, acknowledged such instrument to be her free act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this 18 day of October, 1957 A.D.



L. F. Evers, Jr.

My Commission Expires June 31, 1959.

Southeast corner Tract 2 D
and most northerly corner
Tract 2 C Block 40 S. E. Grant.

FRANKLIN CANAL

Northeast corner Tract II
Block 5 S. E. Grant.

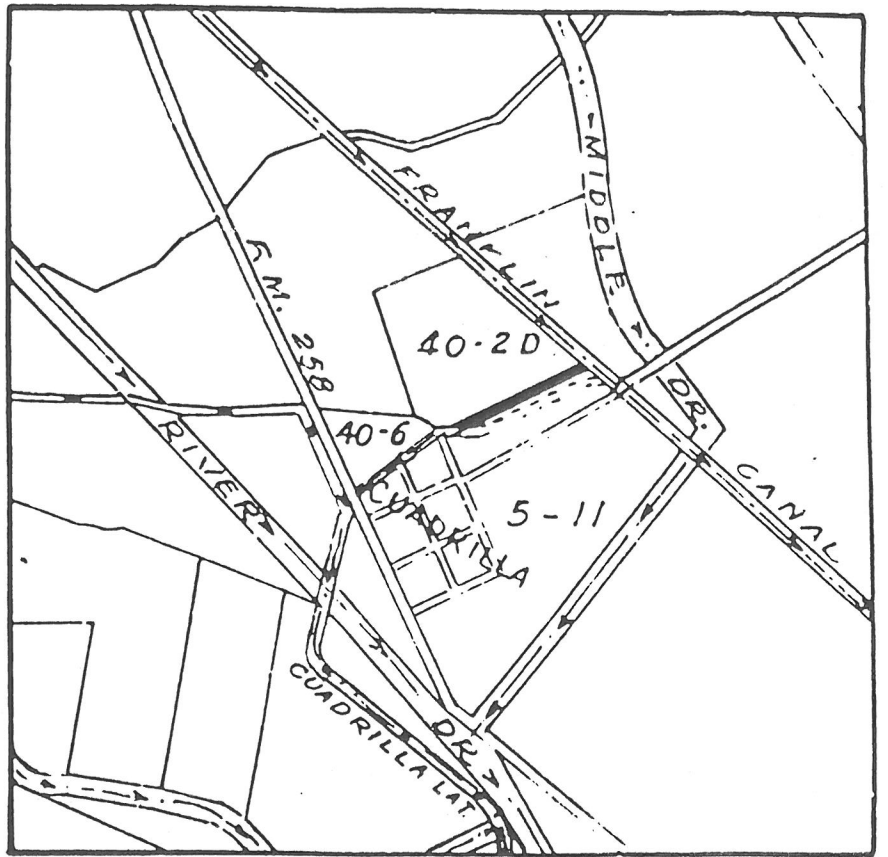
San Elizario Grant Block 40
Tract 2C and Block 5 Tract II
as per survey approved by
Commissioners Court of the County
of El Paso, January 13, 1930.

Block 40 S. E. Grant
TRACT NO. 2
509.50'
515.48'

Tract II Block 5
San Elizario Grant

R and wife, VELMA K.,
0
TES OF AMERICA
0.1 1/2 ± Ac.

TES OF AMERICA
0
R and wife, VELMA K.,
0 2 0.68 ± Ac.



LOCATION PLAT
0 1000 3000
Scale of Feet.

100 200
of Feet.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
RIO GRANDE PROJECT - N. MEX. - TEXAS
CUADRILLA LATERAL
EXCHANGE OF RIGHT OF WAY WITH
OTIS PARKER

REX. 503
9-16-54
DRAWN JWM SUBMITTED [Signature]
TRACED ERJ RECOMMENDED [Signature]
CHECKED [Signature] APPROVED [Signature]
EL PASO TEXAS, 12-1-54 23-503-5601.

This is new version
of map # 1348 L57, in
Webb, M.H., et ux; Annie L.
WARRANTY Deed, Cuadrilla Lateral
(1348 L57 says revised - ~~see~~ ^{see} this
dwg. no. 23-503-5601)



Most westerly corner
of Tract 2C Block 40
S.E. Grant.

N89°42'

133.85

N70°24'E 80.79' LN

SAN FRANCISCO

TOWNSITE
OF
CUADRILLA

CUADRILLA

LOS ANGELES

STREET

TORREON
ST.

F.M.

2
8

STREET