

30 AINSA, F. S. QUITCLAIM DEED (105) JUAN DE HERRERA LATERAL "A"

0023-0074-0008-00

TRIO GRANITE

~~TRIO GRANITE~~

1978
7-(8) Texas

~~TRIO GRANITE~~

~~TRIO GRANITE~~

~~TRIO GRANITE~~

80. CITY OF EL PASO (106) 0023-0097-0050-00

780.

380.-

PROPERTY AND SUPPLY

Land Acquisition

CITY OF EL PASO, TEXAS

Cont. No. 14-06-503-1620, dated Dec. 16, 1965, for Exchange of R/W
for relocation of end of Juan de Herrera Lateral, Branch "B"

380.-

AMOUNT \$ 500.00

EPT 23456

OWNER'S TITLE INSURANCE POLICY 0 397962 TX
TO THE UNITED STATES OF AMERICA

DALLAS TITLE AND GUARANTY COMPANY

DALLAS, TEXAS

A CORPORATION ORGANIZED UNDER THE INSURANCE LAWS OF THE STATE OF TEXAS

DALLAS TITLE AND GUARANTY COMPANY, for valuable consideration, does hereby insure

THE UNITED STATES OF AMERICA

against all loss or damage which the party insured shall sustain by reason of defects in the title of said United States of America to the real estate or interest therein described in Schedule A or by reason of liens or encumbrances affecting the title, at the date hereof, excepting only such defects, liens, encumbrances and other matters as are set forth in Schedule B below.

The total liability of this Company under this policy is limited to
-----FIVE HUNDRED AND NO/100-----DOLLARS

This policy is subject to the conditions hereinbelow set forth, which conditions, together with Schedules A and B, are made a part of this policy.

In Witness Whereof, Dallas Title and Guaranty Company has caused these presents to be signed by its duly authorized officers in facsimile with its corporate seal hereto affixed to become effective as its original signature and seal and binding on this company as of the day and date countersigned by its duly authorized officer or resident agent.

DALLAS TITLE AND GUARANTY COMPANY



J. H. McAninch
Executive Vice President

Attest: *Jose Good*
Assistant Secretary

Countersigned and validated as of January 25, 19 66
EL PASO TITLE COMPANY, INC.

BY: *A. E. Schwarzbach*
PRESIDENT Authorized Signature

SCHEDULE A

1. The title, estate or interest insured by this policy:

FEE SIMPLE

2. Description of the real estate with respect to which this policy is issued:

All of Tract 1-B and 5-D-1 in Block 3, Ysleta Grant in the City of El Paso in El Paso County, Texas, described as follows, to-wit: BEGINNING at the intersection of the Westerly right of way line of the Bureau of Reclamation Juan de Herrera Main Lateral and the Northerly right of way line of Highway Loop 375 from which the Southeasterly corner of Tract 1-C, Block 3, Ysleta Grant bears South 37° 45' East 77.96 feet; THENCE along the Westerly line of the Juan de Herrera Main Lateral North 37° 45' West a distance of 61.26 feet; THENCE North 63° 54' East 283.11 feet to a point in the Easterly line of Tract 1-A, Block 3, Ysleta Grant; THENCE along the Easterly line of Tract 1-B South 35° 46' West a distance of 127.25 feet to a point on the Northerly line of Highway Loop 375; THENCE along said Highway Loop 375 South 63° 54' West 158.0 feet to the PLACE OF BEGINNING, containing 0.304 acre, more or less.

Defects, liens, encumbrances and other matters excepted from this policy and against which this Company does not insure: NONE

GENERAL EXCEPTIONS:

1. Governmental Powers. - Because of limitations imposed by law on owner-

All of Tract 1-B and 5-D-1 in Block 3, Ysleta Grant in the City of El Paso in El Paso County, Texas, described as follows, to-wit: BEGINNING at the intersection of the Westerly right of way line of the Bureau of Reclamation Juan de Herrera Main Lateral and the Northerly right of way line of Highway Loop 375 from which the Southeasterly corner of Tract 1-C, Block 3, Ysleta Grant bears South $37^{\circ} 45'$ East 77.96 feet; THENCE along the Westerly line of the Juan de Herrera Main Lateral North $37^{\circ} 45'$ West a distance of 61.26 feet; THENCE North $63^{\circ} 54'$ East 283.11 feet to a point in the Easterly line of Tract 1-A, Block 3, Ysleta Grant; THENCE along the Easterly line of Tract 1-B South $35^{\circ} 46'$ West a distance of 127.25 feet to a point on the Northerly line of Highway Loop 375; THENCE along said Highway Loop 375 South $63^{\circ} 54'$ West 158.0 feet to the PLACE OF BEGINNING, containing 0.304 acre, more or less. SCHEDULE B

Defects, liens, encumbrances and other matters excepted from this policy and against which this Company does not insure: NONE

GENERAL EXCEPTIONS:

1. **Governmental Powers.** - Because of limitations imposed by law on ownership and use of property, or which arise from governmental powers, this policy does not insure against:
 - a. Consequences of the future exercise or enforcement or attempted exercise or enforcement of police power, bankruptcy power, or power of eminent domain, under any existing or future law or governmental regulations;
 - b. Consequences of any law, ordinance or governmental regulation, now or hereafter in force (including building and zoning ordinances), limiting or regulating the use of enjoyment of the property, estate or interest described in Schedule A, or the character, size, use or location of any improvement now or hereafter erected on said property.
2. **Matters Not of Record.** - The following matters which are not of record at the date of this policy are not insured against:
 - a. Rights or claims of parties in possession not shown of record;
 - b. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements which a correct survey would show;
 - c. Mechanics' liens where no notice thereof appears of record;
 - d. Defects, liens or encumbrances created subsequent to the date hereof.
3. **Refusal to Purchase.** - This policy does not insure against loss or damage by reason of the refusal of any person to purchase, lease or lend money on the property, estate or interest described in Schedule A.

SPECIAL EXCEPTIONS:

- a. Restrictive covenants affecting the property above described.
- b. The following liens: NONE
- c. Current and delinquent taxes as follows: NONE

CONDITIONS

Notice of 1. If any action or proceeding shall be begun or defense as-
 Actions asserted which may result in an adverse judgment or decree result-
 ing in a loss for which this Company is liable under this policy
 notice in writing of such action or proceeding or defense shall be given by
 the Attorney General to this Company within sixty days after notice of such
 action or proceeding or defense has been received by the Attorney General;
 and upon failure to give such notice then all liability of this Company with
 respect to the defect, claim, lien or encumbrance asserted or enforced in
 such action or proceeding shall terminate. Failure to give notice, however,
 shall not prejudice the rights of the party insured, (1) if the party in-
 sured shall not be a party to such action or proceeding, or (2) if such
 party, being a party of such action or proceeding be neither served with
 summons therein nor have actual notice of such action or proceeding, or (3)
 if this Company shall not be prejudiced by failure of the Attorney General
 to give such notice.

Notice of 2. In case knowledge shall come to the Attorney General of the
 Writs issuance or service of any writ of execution, attachment or
 other process to enforce any judgment, order or decree adversely
 affecting the title, estate or interest insured said party shall notify this
 Company thereof in writing within sixty days from the date of such knowledge;
 and upon a failure so to do, then all liability of this Company in conse-
 quence of such judgment, order or decree or matter thereby adjudicated shall
 terminate unless this Company shall not be prejudiced by reason of such
 failure to notify.

Defense of 3. This Company agrees, but only at the election and request of
 Claims the Attorney General of the United States, to defend at its own
 cost and expense the title, estate or interest hereby insured in
 all actions or other proceedings which are founded upon or in which it is
 asserted by way of defense, a defect, claim, lien or encumbrance against
 which this policy insures, provided, however, that the request to defend is
 given within sufficient time to permit the Company to answer or otherwise
 participate in the proceeding. If any action or proceeding shall be begun
 or defense be asserted in any action or proceeding affecting or relating to
 the title, estate or interest hereby insured and the Attorney General elects
 to defend at the Government's expense, the Company shall upon request co-
 operate and render all reasonable assistance in the prosecution or defense
 of such proceeding and in prosecuting appeals.

If the Attorney General shall fail to request and permit the Company to
 defend, then all liability of the Company with respect to the defect, claim,
 lien or encumbrance asserted in such action or proceeding shall terminate;
 provided, however, that if the Attorney General shall give the Company
 timely notice of all proceedings and an opportunity to suggest such defenses
 and actions as it shall conceive should be taken and the Attorney General
 shall present the defenses and take the actions of which the Company shall
 advise him in writing, then the liability of the Company shall continue, but
 in any event the Company shall permit the Attorney General without cost or
 expense to use the information and facilities of the Company for all pur-
 poses which he thinks necessary or incidental to the defending of any such
 action or proceeding or any claim asserted by way of defense therein and to
 the prosecuting of an appeal.

Compromise 4. Any compromise, settlement or discharge by the United
 of Adverse States or its duly authorized representative of an adverse
 Claims claim, without the consent of this Company shall bar any claim
 against this Company hereunder. Provided, however, that the
 Attorney General may at his election submit to the issuing company for
 approval or disapproval any proposed compromise, settlement or discharge of
 any adverse claim and in the event of the consent of the issuing company to
 the proposed compromise, settlement or discharge, it shall be liable for the
 payment of the full amount paid.

Statement 5. A statement in writing of any loss or damage sustained by
 of Loss the party insured, and for which it is claimed this Company is
 liable under this policy, shall be furnished by the Attorney
 General to this Company within sixty days after said party has notice of
 such loss or damage; and no right of action shall accrue under this policy
 under thirty days after such statement shall have been furnished. No re-
 covery shall be had under this policy unless suit be brought thereon within
 one year after said period of thirty days. Failure to furnish such state-
 ment of loss or to bring such suit within the times specified shall not
 affect the Company's liability under this policy unless this Company has
 been prejudiced by reason of such failure to furnish a statement of loss or
 to bring such suit.

the title, estate or interest hereby insured and the Attorney General shall to defend at the Government's expense, the Company shall upon request cooperate and render all reasonable assistance in the prosecution or defense of such proceeding and in prosecuting appeals.

If the Attorney General shall fail to request and permit the Company to defend, then all liability of the Company with respect to the defect, claim, lien or encumbrance asserted in such action or proceeding shall terminate; provided, however, that if the Attorney General shall give the Company timely notice of all proceedings and an opportunity to suggest such defenses and actions as it shall conceive should be taken and the Attorney General shall present the defenses and take the actions of which the Company shall advise him in writing, then the liability of the Company shall continue, but in any event the Company shall permit the Attorney General without cost or expense to use the information and facilities of the Company for all purposes which he thinks necessary or incidental to the defending of any such action or proceeding or any claim asserted by way of defense therein and to the prosecuting of an appeal.

Compromise of Adverse Claims 4. Any compromise, settlement or discharge by the United States or its duly authorized representative of an adverse claim, without the consent of this Company shall bar any claim against this Company hereunder. Provided, however, that the Attorney General may at his election submit to the issuing company for approval or disapproval any proposed compromise, settlement or discharge of any adverse claim and in the event of the consent of the issuing company to the proposed compromise, settlement or discharge, it shall be liable for the payment of the full amount paid.

Statement of Loss 5. A statement in writing of any loss or damage sustained by the party insured, and for which it is claimed this Company is liable under this policy, shall be furnished by the Attorney General to this Company within sixty days after said party has notice of such loss or damage; and no right of action shall accrue under this policy under thirty days after such statement shall have been furnished. No recovery shall be had under this policy unless suit be brought thereon within one year after said period of thirty days. Failure to furnish such statement of loss or to bring such suit within the times specified shall not affect the Company's liability under this policy unless this Company has been prejudiced by reason of such failure to furnish a statement of loss or to bring such suit.

Policy Reduced by Payments of Loss 6. All payments of loss under this policy shall reduce the amount of this policy pro tanto.

98640

125- 9.00

EXHIBIT "B"

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this _____ day of _____, 19____, A. D., between the UNITED STATES OF AMERICA, hereinafter termed "Grantor," and the CITY OF EL PASO, EL PASO COUNTY, TEXAS, a municipal corporation hereinafter termed "Grantee," in pursuance of the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly Section 14 of the Act of August 4, 1939 (43 U.S.C. 389).

WITNESSETH:

WHEREAS, the United States of America and the City of El Paso, Texas, executed that certain agreement for the exchange of rights of way to accommodate relocation of the end of Juan de Herrera Lateral, Branch "B", dated December 16, 1965, which provides for an exchange of land requiring that Grantor herein shall quitclaim to Grantee herein certain lands as herein set forth; and

WHEREAS, it is the intent of Grantor to perform full that part of said contract which provides for such quitclaim conveyance.

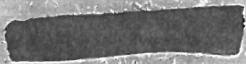
NOW, THEREFORE, for and in consideration of the conveyance by Grantee of other lands, Grantor, does by these presents, quitclaim unto Grantee and its assigns the following described lands, to wit:

A piece or parcel of land situate, lying, and being in the County of El Paso, State of Texas, and being adjacent to the easterly line of Tract 1C, Block 3, Ysleta Grant, and more particularly described by metes and bounds as follows, to wit:

BEGINNING at the southeasterly corner of Tract 1C, Block 3, Ysleta Grant, being also the intersection of the easterly line of the Bureau of Reclamation's Juan de Herrera Main Lateral and the northerly line of the Juan de Herrera Lateral, Branch "B"; thence along the northerly line of the Juan de Herrera Lateral, Branch "B" N. 35° 46' E. a distance of 161.92 feet to a point on the northerly right-of-way line of Highway Loop 375; thence along the said right-of-way of Highway Loop 375 N. 63° 54' E. a distance of 89.90 feet and N. 59° 39' 30" E. a distance of 43.48 feet to a point on the southerly line of the Juan de Herrera Lateral,

RECORDED
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GOLDEN
1966
APR 11 1966
EL PASO COUNTY, TEXAS

1720-0224



Branch "B"; thence along the southerly line of the Juan de Herrera Lateral, Branch "B" S. $35^{\circ}46'$ W. a distance of 298.69 feet to a point on the easterly line of the Juan de Herrera Main Lateral; thence along the easterly line of the Juan de Herrera Main Lateral N. $37^{\circ}45'$ W. a distance of 62.57 feet to the point of beginning, containing 0.314 acre of land, more or less, as shown as Tract No. 1 on Exhibit "A" attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD, the foregoing described lands, together with all and singular the rights, privileges, and appurtenances thereto in anywise belonging unto the said City of El Paso, Texas, its successors and assigns forever.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed in its name by Leon W. Hill, Regional Director, Region 5, Bureau of Reclamation, this 31 day of March, 1966.

UNITED STATES OF AMERICA

By

Leon W. Hill
Regional Director, Region 5
Bureau of Reclamation

1720-0225



ACKNOWLEDGMENT

STATE OF TEXAS)
) ss
COUNTY OF POTTER)

I, Patsy R. Sherwood, a Notary Public in and for said County and State, do hereby certify that

Lester W. Hill, Regional Director personally known to me to be the same person and official who executed the above and foregoing instrument, appeared before me this day in person and acknowledged that as such official he executed the above instrument as his free and voluntary act and deed on behalf of the United States of America, pursuant to authority conferred by law.

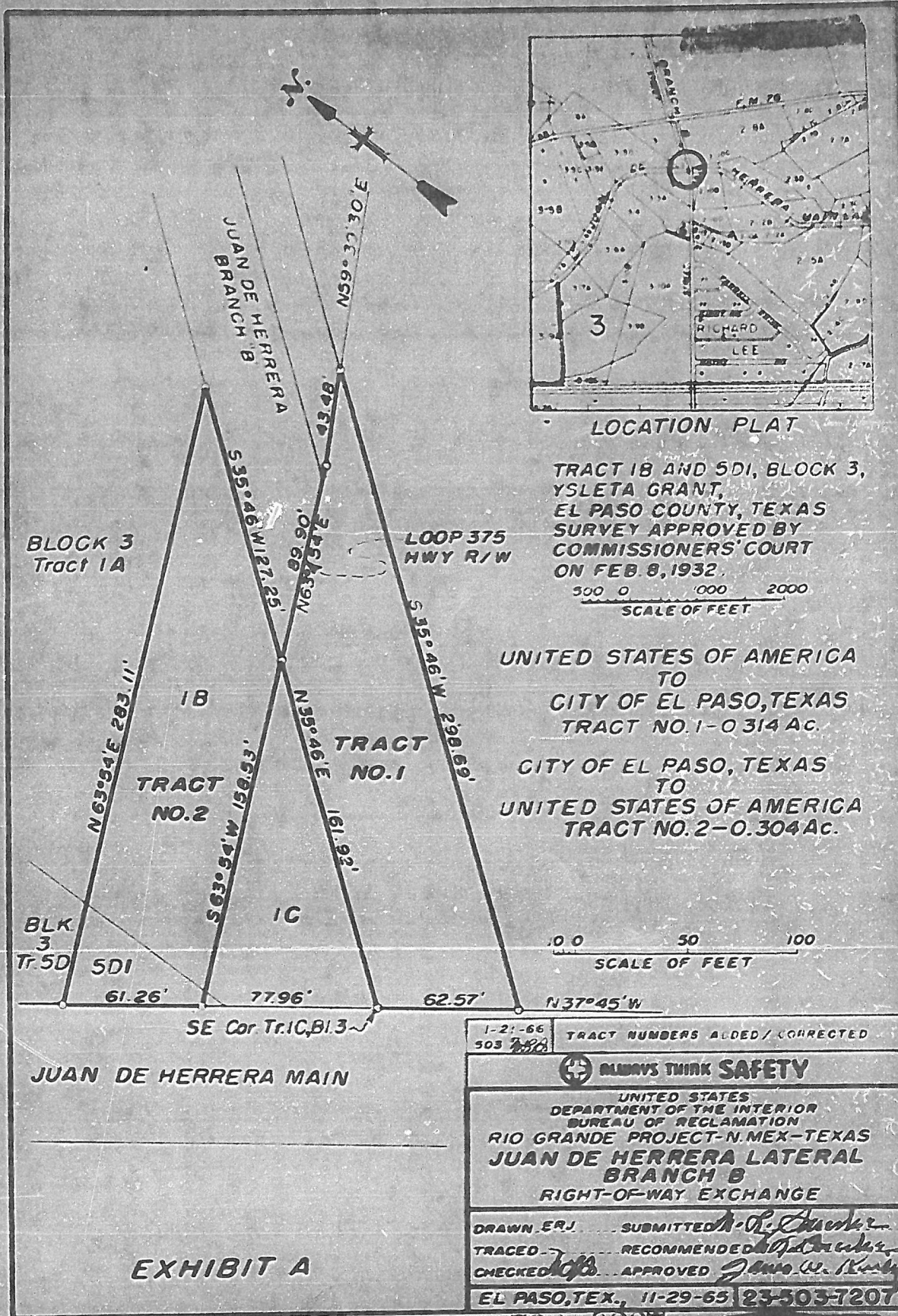
Given under my hand and notary seal this 30 day of March, 1966.

Patsy R. Sherwood
Notary Public



1720-0226





98640

SEP 26 11 27

James R. Dominguez

STATE OF TEXAS
COUNTY OF TARRANT
COURT HOUSE
FORTH WORTH, TEXAS

SEP 26 1958

COUNTY OF TARRANT, TEXAS

1729-0228

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this _____ day of _____, 19_____, A.D., between the UNITED STATES OF AMERICA, hereinafter termed "Grantor", and the CITY OF EL PASO, EL PASO COUNTY, TEXAS, a municipal corporation hereinafter termed "Grantee", in pursuance of the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly Section 14 of the Act of August 4, 1939 (43 U.S.C. 389).

WITNESSETH:

WHEREAS, the United States of America and the City of El Paso, Texas, executed that certain agreement for the exchange of rights of way to accommodate relocation of the end of Juan de Herrera Lateral, Branch "B", dated December 16, 1965, which provides for an exchange of lands requiring that Grantor herein shall quitclaim to Grantee herein certain lands as herein set forth; and

WHEREAS, it is the intent of Grantor to perform full that part of said contract which provides for such quitclaim conveyance.

NOW, THEREFORE, for and in consideration of the conveyance by Grantee of other lands, Grantor, does by these presents, quitclaim unto Grantee and its assigns the following described lands, to-wit:

A piece or parcel of land situate, lying, and being in the County of EL PASO, State of Texas, and being adjacent to the easterly line of Tract 10, Block 3, Ysleta Grant, and more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the southeasterly corner of Tract 10, Block 3, Ysleta Grant, being also the intersection of the ^{east} westerly line of the Bureau of Reclamation's Juan de Herrera Main Lateral and the northerly line of the Juan de Herrera Lateral, Branch "B"; thence along the northerly line of the Juan de Herrera Lateral, Branch "B" N. 35° 46' E. a distance of 161.92 feet to a point on the northerly right-of-way line of Highway Loop 375; thence along the said right-of-way of Highway Loop 375 N. 63° 54' E. a distance of 89.90 feet and N. 59° 39' 30" E. a distance of 43.48 feet to a point on the southerly line of the Juan de Herrera Lateral, Branch "B"; thence along the southerly line of the Juan de Herrera Lateral, Branch "B" S. 35° 46' W. a distance of 298.69 feet to a point on the

^{east}
westerly line of the Juan de Herrera Main Lateral; thence
along the ^{east}westerly line of the Juan de Herrera Main Lateral
N. 37° 45' W. a distance of 62.57 feet to the point of
beginning, containing 0.314 acre of land, more or less,
as shown as Tract No. 1 on Exhibit "A" attached hereto and
by this reference made a part hereof.

TO HAVE AND TO HOLD, the foregoing described lands, together
with all and singular the rights, privileges, and appurtenances thereto
in anywise belonging unto the said City of El Paso, Texas, its successors
and assigns forever.

IN WITNESS WHEREOF, the United States of America has caused
these presents to be executed in its name by Leon W. Hill, Regional
Director, Region 5, Bureau of Reclamation, this _____ day of
_____, 19_____.

UNITED STATES OF AMERICA

By _____
Regional Director, Region 5
Bureau of Reclamation

(FST112265)

N 37° 42' 34" W - 61.25 feet; thence N 63° 53' 26" E - 264.52 feet, to a point on the westerly line of the Bureau of Reclamation's Juan de Herrera Branch "B" Lateral; thence along the Juan de Herrera Branch "B" Lateral S 35° 48' 26" W - 127.45 feet, to a point on the westerly line of Highway Loop 375; thence along the westerly line of Highway Loop 375, S 63° 53' 26" W - 139.75 feet to the place of beginning, and containing 0.278 acre of land, more or less, as shown as Tract No. 2 on Exhibit A attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD, the above described premises unto Grantee and its assigns forever. And Grantor hereby binds itself and its assigns to warrant and forever defend all and singular the said premises unto said Grantee and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first hereinabove written.

CITY OF EL PASO, TEXAS

By _____

A C K N O W L E D G M E N T

STATE OF TEXAS)
COUNTY OF EL PASO) ss

I, _____, a Notary Public in and for said State and County, do hereby certify that _____, personally known to me to be the same person and official who executed the above and foregoing instrument, appeared before me this day in person and acknowledged that as such official, he executed the above instrument as his free and voluntary act on behalf of the City of El Paso, Texas, pursuant to authority conferred by the governing body of said City.

Given under my hand and notary seal this _____ day of _____, 19____.

SEAL

Notary Public

My Commission Expires: _____



JUDSON F. WILLIAMS
MAYOR

ROBERT H. GABEL
CITY CLERK

ALDERMEN
FREDERICK H. MCKINSTRY
MAYOR PRO TEM
SAL BERROTERAN
ASHLEY G. CLASSEN
OLIVER G. NORDMARKEN

November 22, 1965

NOV 26 1965

Mr. W. F. Resch
Project Manager
U. S. Bureau of Reclamation
211 U. S. Court House
El Paso, Texas

Subject: Proposed Loop Highway 375 - Relocation of Juan de Herrera Lateral Branch "B"

Dear Mr. Resch:

The City of El Paso will convey to the United States by warranty deed with evidence of clear title satisfactory to the Attorney General the necessary right-of-way to relocate the Juan de Herrera Lateral Branch "B" that is involved in the construction of Loop 375.

The City of El Paso will agree to reconstruct that portion of the Juan de Herrera Lateral Branch "B" to the satisfaction of the Bureau of Reclamation and will complete such reconstruction before March 1, 1966.

Very truly yours,

Judson F. Williams
Judson F. Williams
Mayor

EL PASO, TEXAS	
Route to:	Initials
Manager	✓
Asst. Mgr.	✓ JK
Adm. Asst.	
Power	
Irrig.	
Engr. Div.	
Off. Engr.	✓ JFB
Pers.	
Finance	
Supply	
Secretary	
Sign	JFB
File	
Code to:	Date
Electrical Dept	
Log. Section	
Yield	



orm 7-1596
1-61)
ureau of Reclamation

OFFICIAL FILE COPY

Date	Surname	Code

November 5, 1965

To: Regional Director
Attention: 5-400

From: Project Manager

Subject: Proposed agreement for exchange of right of way with the
City of El Paso - Rio Grande Project

The City of El Paso is acquiring right of way for the construction of Loop 375 which will be a traffic interchange between State Highway No. 10 to Zaragosa Road. The road location will be in the easterly end of the City of El Paso and will cross the El Paso Valley in the vicinity of Ysleta.

The construction of the Loop is a major improvement in the highway network of the City and will benefit not only all residents of the City of El Paso but also the water users of the El Paso County Water Improvement District No. 1 who are residents within the area.

The agreement for the exchange of right of way is suggested, as it is believed this is perhaps the most practical manner in which to effect the exchange of right of way. It will be noted that we are setting out the United States will quitclaim the right of way. This is for the reason that we have no firm instrument of ownership to the right of way to be transferred to the City. Our only claim thereto is the purchase of improvements and occupation.

W. F. Resch

Enclosure

cc:
Field Solicitor w/c encls.

Cont. 14-06-503-1620

387



JUDSON F. WILLIAMS
MAYOR

ROBERT H. GABEL
CITY CLERK

October 13, 1965

ALDERMEN
FREDERICK H. MCKINSTRY
MAYOR PRO TEM
SAL BERROTERAN
ASHLEY G. CLASSEN
OLIVER G. NORDMARKEN

1565

OCT 14 1965

EL PASO, TEXAS	
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Mr. W. F. Resch
Project Manager
U. S. Bureau of Reclamation
211 U. S. Court House
El Paso, Texas

Subject: Proposed Loop Highway 375 from I-10 to Zaragosa

Dear Mr. Resch:

In regard to your letter of August 31, 1965 to Mr. Joe M. Battle, District Engineer for the Texas Highway Department, the following is submitted for your information and approval:

We will at this time accept the 54" pipes that will be placed in the Bureau of Reclamation's drain ditches where the proposed Loop Highway 375 crosses. In discussing the Mesa Drain crossing, Mr. Battle indicates that if the City would request a bridge to be built instead of the placing of the 54" pipe, that they could make a construction change order out of this after the job was let. He does not want to hold up the job in order to replace the pipe with a bridge at this time. We concur with this decision.

The City has begun the acquisition of an additional 20' for the relocation of the Juan De Herrera Branch B Lateral to increase the right-of-way for the lateral from the 40' already obtained by the City to the 60' as requested by the Bureau of Reclamation. The construction of this relocation will be accomplished by the City as necessary in order to meet the requirements of the Bureau of Reclamation.

If further information is needed from the City in regard to this approval of Loop Highway 375, please advise.

Very truly yours,

P. G. Dieter, Jr., P.E.
Director of Public Works



CD/bp
Texas Highway Department
City Engineer

OFFICIAL FILE COPY

Date	Surname	Code
	<i>JK</i>	

October 6, 1965

Mr. R. H. Gabel
City Clerk
El Paso City County Building
El Paso, Texas 79901

Dear Mr. Gabel:

Please be referred to your letter of November 10, 1964, in which you advise of the acquiring of right of way for Loop 375 from U. S. Interstate 10 to U. S. Highway 80 (Alameda).

The third paragraph of your letter advises that the legal descriptions for right of way acquired in crossing of the laterals and canals have not been completed but that as soon as they were available you would forward them to us.

We are now advised that this project will be issued for bid within a very few days; and as of this date, we have not received the individual descriptions and plats for the right of way that will be necessary for crossing of the canals, laterals, and drains.

In addition, there appears to be the need for coordination with respect to the replacement of right of way and alignment of the Branch B Lateral. This is very important; and before agreement will be possible as to the use of the right of way and reconstruction of the lateral end, the problem must be satisfactorily resolved. We are very much concerned with the proposal to change the location of the tail end of this lateral, as in so doing, it will cause the discharge of water from Branch B to be against the stream flow in the Juan de Herrera Main Lateral. This is a most undesirable hydraulic concept.

I would suggest that your engineers take this matter under immediate consideration so that we may be provided with plats and descriptions for the crossing of the canals, laterals, and drains, and the resolving of the specific question with respect to the right of way at the tail end of the Juan de Herrera Branch B Lateral. The exchange of right of way at the end of Branch B Lateral will have to be accomplished by a formal contract providing for transfer by deed of the right of way.

It should also be pointed out that there will be a definite time limit as to the availability of the Franklin Canal, the Juan de Herrera Lateral, and the South Side Feeder Lateral. This will be of vital importance to your contractor. At the present time the tentative schedule is that water will be out of this system beginning the morning of December 5, with water being put back in the system no later than January 25, 1966.

Sincerely yours,

W. F. Resch
Project Manager

cc:

Mr. George Deter, Public Works Director, City of El Paso
Mr. Joe M. Battle, District Engineer, Texas Highway Department

380-

WFRcnr

Form 7-1596
(11-61)
Bureau of Reclamation

OFFICIAL FILE COPY

Date	Surname	Code
	JK	

November 19, 1964

Mr. R. H. Gabel, City Clerk
City of El Paso
El Paso City County Building
El Paso, Texas 79901

Dear Mr. Gabel:

This will acknowledge your November 10, 1964 letter and the attached map showing your proposed right of way for Loop 375 from U. S. Interstate 10 to U. S. Highway 80 (Alameda).

We have not been contacted by the State Highway Department with respect to the structures that will be required at the crossing points of the irrigation and drainage system in the El Paso Valley. We, of course, will cooperate in this matter and anticipate reviewing the proposed structures with the State Highway Department.

It is noted that your map indicates a total right of way of 300 feet. It is not expected that the structures carrying the highway across the canals, drains, and laterals will be of a length of 300 feet; consequently, we would be reluctant to release supervision over any segment of the canal, drain, and lateral right of way not directly involved with the physical structure requirement.

Sincerely yours,

W. F. Resch
Project Manager

98h

Cont. 14-06-503-1620

380.-



JUDSON F. WILLIAMS
MAYOR

ROBERT H. GABEL
CITY CLERK

ALDERMEN
OLIVER G. NORDMARKEN
MAYOR PRO TEM
HECTOR BENCOMO
ASHLEY G. CLASSEN
FREDERICK H. MCKINSTRY

November 10, 1964

Mr. W. F. Resch
Rio Grande Project Manager
Bureau of Reclamation
Room 211, Federal Building
El Paso, Texas

Dear Mr. Resch:

The City of El Paso is acquiring the right of way for Loop 375 from U. S. Interstate 10 to U.S. Highway 80 (Alameda). The property owners in this area have dedicated approximately 90% of this right of way.

The Texas Highway Department is going to construct this roadway as soon as the right of way is acquired. We assume the Texas Highway Department will handle this in the usual manner with your organization.

Since there are several laterals and canals that will be crossed, we want to send you a copy of the map showing this roadway. Legal descriptions for your property have not been completed. As soon as they are made, we will forward them to you.

If you have any questions, please contact this office.

Sincerely,

R. H. Gabel
City Clerk

/mle
Enclosure-Map



NOV 12 1964

EL PASO, TEXAS	
Route to:	Initials
Manager	✓
Asst. Mgr.	✓
Adm. Asst.	
Power	
Irrig.	
Engr. Div.	
Off. Engr.	✓
Pers.	
Finance	
Supply	
Secretary	
File	
Copy to:	Date
Elephant Butte	
Las Cruces	
Ysleta	

Approx. location of Corps of Engrs. flood channel plotted on attached map.

Extra

CERTIFICATE OF INSPECTION AND POSSESSION

I, S. A. Bock, Civil Engineer, Rio Grande Project, Bureau of Reclamation, Department of Interior, hereby certify that on the _____ day of _____ 19_____, I made a personal examination and inspection of that certain tract or parcel of land situated in the County of El Paso, State of Texas, designated as Tract No. 2 on Exhibit "A", and containing 0.304 acre, proposed to be acquired by the United States of America in connection with the Rio Grande Project, from the City of El Paso, El Paso County, Texas, a municipal corporation.

1. That I am fully informed as to the boundaries, lines and corners of said tract; that I found no evidence of any work or labor having been performed or any materials having been furnished in connection with the making of any repairs or improvements on said land; and that I made careful inquiry of the above named vendor (and of the occupants of said land) and ascertaining that nothing has 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 vendor (and of all occupants of said land) as to their rights of possession and the rights of possession of any person or 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 vendor or the United States of America.

3. That I was informed by the above-named vendor (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, agricultural, manufacturing or other purpose; nor any exploration or operations whatever for the development of coal, oil, gas, or other minerals on said lands; and that there are no possessory rights now in existence owned or being actively exercised by any third party under any reservation contained in any patent or patents heretofore issued by the United States for said land.

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

6. That said premises are now wholly unoccupied and vacant except for the occupancy of _____ as tenant(s), at will, from whom disclaimer(s) of all right, title, and interest in and to said premises, executed on the _____ day of _____, 19_____, has(have) been obtained.

Dated this _____ day of _____, 19_____.

Approved:

James W. Kirby - Acting Project Manager

CERTIFICATE OF INSPECTION AND POSSESSION

I, S. A. Bock, Civil Engineer, Rio Grande Project, Bureau of Reclamation, Department of Interior, hereby certify that on the _____ day of _____, 19____, I made a personal examination and inspection of that certain tract or parcel of land situated in the County of El Paso, State of Texas, designated as Tract No. 2 on Exhibit "A", and containing 0.304 acre, proposed to be acquired by the United States of America in connection with the Rio Grande Project, from the City of El Paso, El Paso County, Texas, a municipal corporation.

1. That I am fully informed as to the boundaries, lines and corners of said tract; that I found no evidence of any work or labor having been performed or any materials having been furnished in connection with the making of any repairs or improvements on said land; and that I made careful inquiry of the above named vendor (and of the occupants of said land) and ascertaining that nothing has 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 vendor (and of all occupants of said land) as to their rights of possession and the rights of possession of any person or 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 vendor or the United States of America.

3. That I was informed by the above-named vendor (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, agricultural, manufacturing or other purpose; nor any exploration or operations whatever for the development of coal, oil, gas, or other minerals on said lands; and that there are no possessory rights now in existence owned or being actively exercised by any third party under any reservation contained in any patent or patents heretofore issued by the United States for said land.

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

6. That said premises are now wholly unoccupied and vacant except for the occupancy of _____ as tenant(s), at will, from whom disclaimer(s) of all right, title, and interest in and to said premises, executed on the _____ day of _____, 19____, has(have) been obtained.

Dated this _____ day of _____, 19____.

Approved:

James W. Kirby - Acting Project Manager

Extras

1085X

1085X

1085X

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a deed conveying to the United States of America 0.304 acres of land out of Tracts 1 and 5D, Block 3, Ysleta Center, in compliance with the obligation undertaken by the City in the agreement with the United States, dated December 16, 1965, for the exchange of certain lands.

ADOPTED this 23rd day of December, 1965.

J. Williams
Mayor

ATTEST:


J. Gallo
City Clerk

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a deed conveying to the United States of America 0.304 acres of land out of Tracts 1 and 5D, Block 3, Ysleta Court, in compliance with the obligation undertaken by the City in the agreement with the United States, dated December 16, 1965, for the exchange of certain lands.

ADOPTED this 23rd day of December, 1965.



Mayor

ATTEST:



City Clerk

Extra

Contract No. 14-06-503-1620

ORIGINAL

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

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE CITY OF EL PASO, TEXAS, FOR THE EXCHANGE OF RIGHT OF WAY FOR THE RELOCATION OF THE END OF JUAN DE HERRERA LATERAL, BRANCH "B"

THIS AGREEMENT, made this 16th day of December, 1965, in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly the Reclamation Project Act of 1939 (53 Stat. 1187), between the UNITED STATES OF AMERICA, hereinafter styled United States, acting by and through the officer executing this agreement, hereinafter termed "Contracting Officer," and the CITY OF EL PASO, TEXAS, hereinafter styled "City."

WITNESSETH THAT:

WHEREAS, the City is acquiring right of way for the construction of a traffic interchange road, designated as Loop 375, located in the easterly section of the City; and

WHEREAS, the location of Loop 375 will require crossing of the irrigation and drainage facilities of the Rio Grande Project in El Paso Valley, including the relocation and reconstruction of the end segment of Juan de Herrera Lateral, Branch "B"; and

WHEREAS, the construction of Loop 375 is an improvement for the benefit of the citizens of the City, and will also be of benefit to the water users and landowners in the El Paso Valley of the Rio Grande Irrigation Project.

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties hereto agree as follows:

XERO COPY

XERO

XERO

X

1. The United States will, upon completion by City of all relocation work hereinafter described, and upon conveyance by City of the hereinafter described Tract No. 2 to the United States, convey to the City by quitclaim deed in the form of Exhibit "B", attached hereto and by this reference made a part hereof, the following described land:

A piece or parcel of land situate, lying, and being in the County of El Paso, State of Texas, and being adjacent to the easterly line of Tract 1, Block 3, Ysleta Grant, and more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the southeasterly corner of Tract 1, Block 3, Ysleta Grant, being also the intersection of the westerly line of the Bureau of Reclamation's Juan de Herrera Main Lateral and the northerly line of the Juan de Herrera Lateral, Branch "B"; thence along the northerly line of the Juan de Herrera Lateral, Branch "B" N. $35^{\circ} 46'$ E. a distance of 161.92 feet to a point on the northerly right-of-way line of Highway Loop 375; thence along the said right-of-way of Highway Loop 375 N. $63^{\circ} 54'$ E. a distance of 89.90 feet and N. $59^{\circ} 39' 30''$ E. a distance of 43.48 feet to a point on the southerly line of the Juan de Herrera Lateral, Branch "B"; thence along the southerly line of the Juan de Herrera Lateral, Branch "B" S. $35^{\circ} 46'$ W. a distance of 298.69 feet to a point on the westerly line of the Juan de Herrera Main Lateral; thence along the westerly line of the Juan de Herrera Main Lateral N. $37^{\circ} 45'$ W. a distance of 62.57 feet to the point of beginning, containing 0.314 acre of land, more or less, as shown as Tract No. 1 on Exhibit "A" attached hereto and by this reference made a part hereof.

2. City will, upon completion of the relocation work herein contemplated, convey to the United States by deed in the form of Exhibit "C", attached hereto and by this reference made a part hereof, the following described land:

A piece or parcel of land situate, lying, and being in the County of El Paso, State of Texas, and being a part of Tracts 1 and 5D, Block 3, Ysleta Grant, and more particularly described by metes and bounds as follows, to-wit:

XERO
XERO
XERO

BEGINNING at the intersection of the westerly right-of-way line of the Bureau of Reclamation 's Juan de Herrera Main Lateral and the northerly right-of-way line of Highway Loop 375 from which the southeasterly corner of Tract 1, Block 3, Ysleta Grant, bears S. 37° 45' E. a distance of 77.96 feet; thence along the westerly line of the Juan de Herrera Main Lateral N. 37° 45' W. a distance of 61.26 feet; thence N. 63° 54' E. a distance of 283.11 feet to a point on the easterly line of Tract 1, Block 3, Ysleta Grant; thence along the easterly line of said Tract 1, S. 35° 46' W. a distance of 127.25 feet to a point on the northerly line of Highway Loop 375; thence along said Highway Loop 375, S. 63° 54' W. a distance of 158.53 feet to the place of beginning, and containing 0.304 acre of land, more or less, as shown as Tract No. 2 on Exhibit "A" attached hereto and by reference made a part hereof.

3. City shall, at its sole cost and expense, accomplish all of the relocation work necessary to conform the Juan de Herrera Lateral, Branch "B" to Loop 375. The City shall accomplish the relocation work in conformance with plans and specifications approved in advance in writing by the Project Manager of the Rio Grande Irrigation Project, and to the satisfaction of said Project Manager.

4. City shall procure and have recorded without cost to the United States all assurances of title and affidavits which City is advised by United States are necessary and proper to show in City complete fee simple unencumbered title to Tract No. 2 as shown on Exhibit "A" subject only to outstanding interests expressly provided herein. City shall make available to the United States abstracts covering lands to be conveyed by City, or at its option City may provide certificates of title or title insurance by a company acceptable to the United States, insuring title in the United States, of land to be conveyed to the United States. Liens or encumbrances existing against the property to be conveyed to the United States, if any, shall be removed by City at its expense prior to conveyance to the United States. The conveyance may be made by City subject to rights of way of any nature of record and in use.

5. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

6. During the performance of this contract, the City, hereinafter in this article termed contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

XERO XERO XERO

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized by Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. The City warrants that no person or agency has been employed or retained to solicit or secure this agreement upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the City for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this agreement without liability or in its discretion to require the City to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

8. The parties agree that in connection with this contract, City shall have no right whatever to represent in any manner that it is acting for or on behalf of the United States, or to make any representations whatever concerning the liability of the United States hereunder, or to attempt to incur any obligation for or on behalf of

United States or in the name of United States, it being specifically understood and agreed that City shall at all times act as an independent contractor on its own behalf, subject only to limitations and conditions contained in this contract.

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

UNITED STATES OF AMERICA

By James W. Kirby
James W. Kirby, Acting Project Manager
Rio Grande Project
Bureau of Reclamation

CITY OF EL PASO, TEXAS

By John Williams
Mayor

(SEAL)

ATTEST:

By PH Stabel
City Clerk

XERO

XERO

XERO

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:


That the Mayor be authorized to sign an agreement with the United States for the exchange of right of way for the relocation of the End of Juan de Herrero Canal, Branch "E".

ADOPTED this 9th day of December, 1965.



Mayor

ATTEST:



City Clerk

XERO COPY XERO COPY XERO COPY XERO COPY

EXHIBIT "B"

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this _____ day of _____, 19____, A.D., between the UNITED STATES OF AMERICA, hereinafter termed "Grantor", and the CITY OF EL PASO, EL PASO COUNTY, TEXAS, a municipal corporation hereinafter termed "Grantee", in pursuance of the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly Section 14 of the Act of August 4, 1939 (43 U.S.C. 389).

WITNESSETH:

WHEREAS, the United States of America and the City of El Paso, Texas, executed that certain agreement for the exchange of rights of way to accommodate relocation of the end of Juan de Herrera Lateral, Branch "B", dated _____, 19____, which provides for an exchange of lands requiring that Grantor herein shall quitclaim to Grantee herein certain lands as herein set forth; and

WHEREAS, it is the intent of Grantor to perform full that part of contract which provides for such quitclaim conveyance.

NOW, THEREFORE, for and in consideration of the conveyance by Grantor of other lands, Grantor, does by these presents, quitclaim unto Grantee and its assigns the following described lands, to-wit:

A piece or parcel of land situate, lying, and being in the County of El Paso, State of Texas, and being adjacent to the easterly line of Tract 1, Block 3, Ysleta Grant, and more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the southeasterly corner of Tract 1, Block 3, Ysleta Grant, being also the intersection of the westerly line of the Bureau of Reclamation's Juan de Herrera Main Lateral and the northerly line of the Juan de Herrera Lateral, Branch "B"; thence along the northerly line of the Juan de Herrera Lateral, Branch "B" N. 35° 46' E. a distance of 161.92 feet to a point on the northerly right-of-way line of Highway Loop 375; thence along the said right-of-way of Highway Loop 375 N. 63° 54' E. a distance of 89.90 feet and N. 59° 39' 30" E. a distance of 43.48 feet to a point on the southerly line of the Juan de Herrera Lateral, Branch "B"; thence along the southerly line of the Juan de Herrera Lateral, Branch "B" S. 35° 46' W. a distance of 298.69 feet to a point on the

XERO

XERO

XERO

XERO

XERO

XERO

westerly line of the Juan de Herrera Main Lateral; thence along the westerly line of the Juan de Herrera Main Lateral N. 37° 45' W. a distance of 62.57 feet to the point of beginning, containing 0.314 acre of land, more or less, as shown as Tract No. 1 on Exhibit "A" attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD, the foregoing described lands, together with all and singular the rights, privileges, and appurtenances thereto in anywise belonging unto the said City of El Paso, Texas, its successors and assigns forever.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed in its name by Leon W. Hill, Regional Director, Region 5, Bureau of Reclamation, this _____ day of _____, 19_____.

UNITED STATES OF AMERICA

By _____
Regional Director, Region 5
Bureau of Reclamation

XERO

XERO

XERO

XERO

XERO

XERO

ACKNOWLEDGMENT

STATE OF TEXAS)
) ss
COUNTY OF POTTER.)

I, _____, a Notary
Public in and for said County and State, do hereby certify that

_____ personally known to me to be the same person and official who
executed the above and foregoing instrument, appeared before me
this day in person and acknowledged that as such official he executed
the above instrument as his free and voluntary act and deed on
behalf of the United States of America, pursuant to authority
conferred by law.

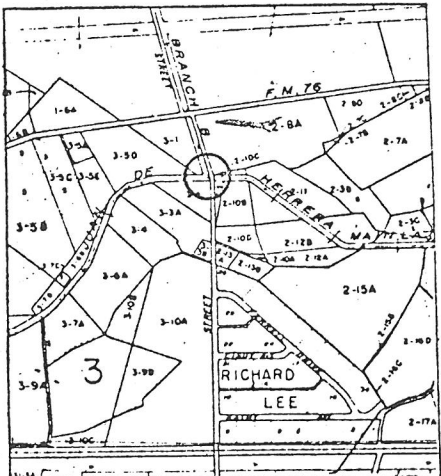
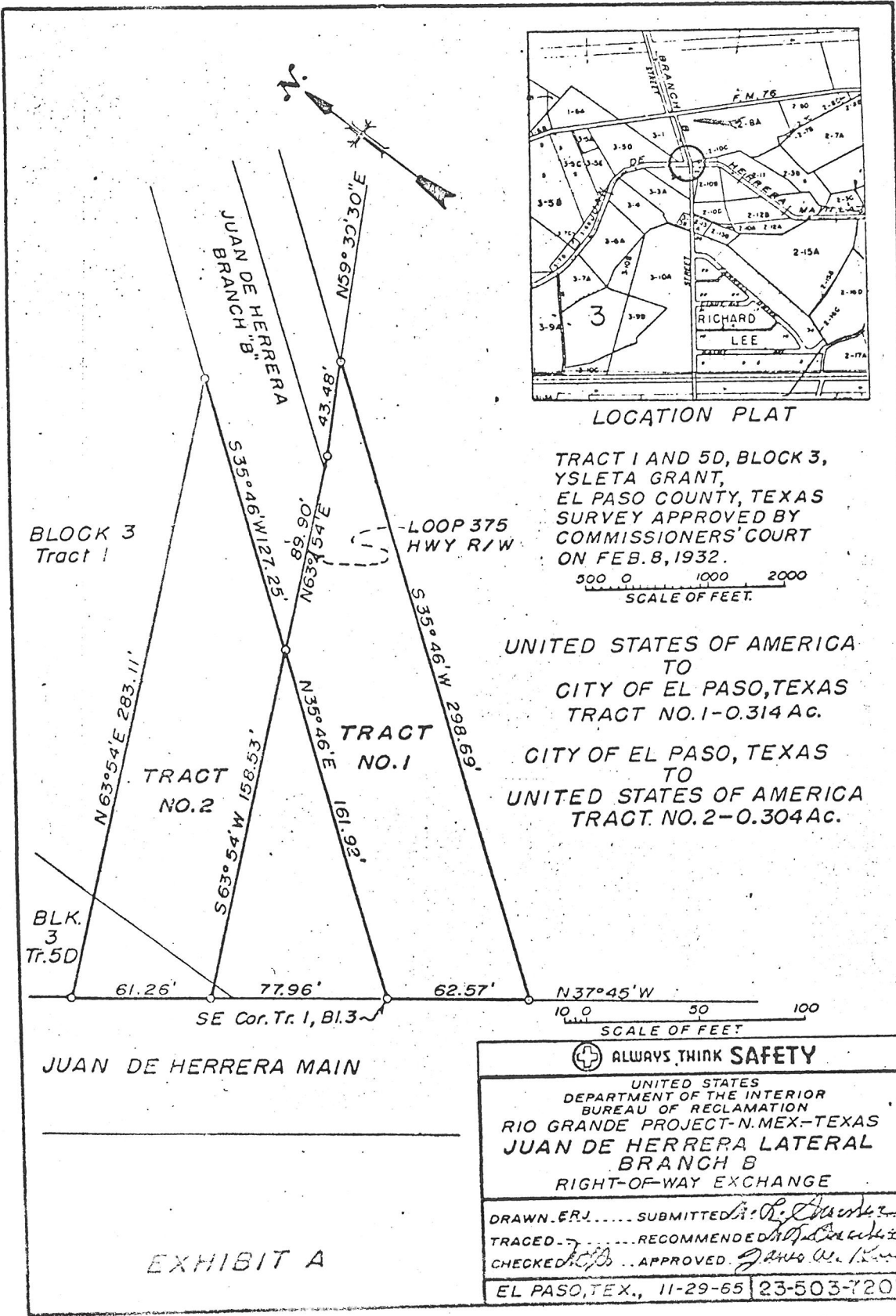
Given under my hand and notary seal this _____ day of
_____, 19_____.

Notary Public.

SEAL

My Commission Expires:

XERO XERO XERO XERO



LOCATION PLAT

TRACT I AND 5D, BLOCK 3,
YSLETA GRANT,
EL PASO COUNTY, TEXAS
SURVEY APPROVED BY
COMMISSIONERS' COURT
ON FEB. 8, 1932.

500 0 1000 2000
SCALE OF FEET.

UNITED STATES OF AMERICA
TO
CITY OF EL PASO, TEXAS
TRACT NO. 1-0.314 AC.

CITY OF EL PASO, TEXAS
TO
UNITED STATES OF AMERICA
TRACT NO. 2-0.304 AC.

10 0 50 100
SCALE OF FEET

JUAN DE HERRERA MAIN

ALWAYS THINK SAFETY

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
RIO GRANDE PROJECT-N.MEX-TEXAS
JUAN DE HERRERA LATERAL
BRANCH B
RIGHT-OF-WAY EXCHANGE

DRAWN E.R.J. ... SUBMITTED *A. P. ...*
 TRACED ... RECOMMENDED *A. P. ...*
 CHECKED *A. P. ...* ... APPROVED *J. W. ...*

EL PASO, TEX., 11-29-65 23-503-7207

EXHIBIT A

EXHIBIT "C"

DEED

THIS DEED, made this _____ day of _____, 19____, A. D., between the CITY OF EL PASO, EL PASO COUNTY, TEXAS, a municipal corporation, hereinafter termed "Grantor," and the UNITED STATES OF AMERICA, hereinafter termed "Grantee," in pursuance of the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly Section 14 of the Act of August 4, 1939 (43 U.S.C. 389).

WITNESSETH:

WHEREAS, United States of America and the City of El Paso executed that certain agreement for the exchange of rights of way for the relocation of the end of Juan de Herrera Lateral Branch "B" dated _____, 19____, which provides for an exchange of lands requiring that Grantor herein shall convey to Grantee herein by deed certain lands as therein set forth; and

WHEREAS, it is the intent of Grantor to perform fully that part of said contract which provides for conveyance by it.

NOW, THEREFORE, for and in consideration of the quitclaiming by Grantee of other lands, Grantor, does by these presents grant and convey unto Grantee and its assigns the following described lands, to-wit:

A piece or parcel of land situate, lying, and being in the County of El Paso, State of Texas, and being a part of Tracts 1 and 5D, Block 3, Ysleta Grant, and more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the intersection of the westerly right-of-way line of the Bureau of Reclamation's Juan de Herrera Main Lateral and the northerly right-of-way line of Highway Loop 375 from which the southeasterly corner of Tract 1, Block 3, Ysleta Grant, bears S. $37^{\circ} 45'$ E. a distance of 77.96 feet; thence along the westerly line of the Juan de Herrera Main Lateral N. $37^{\circ} 45'$ W. a distance of 61.26 feet; thence N. $63^{\circ} 54'$ E. a distance of 283.11 feet to a point on the easterly line of Tract 1, Block 3, Ysleta Grant; thence along the

easterly line of said Tract 1, S. 35° 46' W. a distance of 127.25 feet to a point on the northerly line of Highway Loop 375; thence along said Highway Loop 375, S. 63° 54' W. a distance of 158.53 feet to the place of beginning, and containing 0.304 acre of land, more or less, as shown as Tract No. 2 on Exhibit "A" attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD, the above described premises unto Grantee and its assigns forever. And Grantor hereby binds itself and its assigns to warrant and forever defend all and singular the said premises unto said Grantee and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first hereinabove written.

CITY OF EL PASO, TEXAS

By _____

A C K N O W L E D G M E N T

STATE OF TEXAS)
) ss
COUNTY OF EL PASO)

I, _____, a Notary Public in and for said State and County, do hereby certify that _____

personally known to me to be the same person and official who executed the above and foregoing instrument, appeared before me this day in person and acknowledged that as such official, he executed the above instrument as his free and voluntary act on behalf of the City of El Paso, Texas, pursuant to authority conferred by the governing body of said City.

Given under my hand and notary seal this _____ day of _____, 19____.

Notary Public

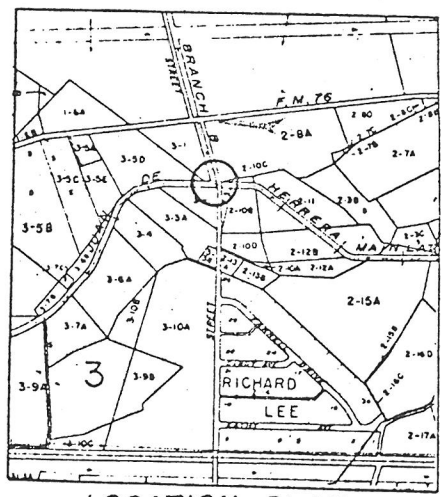
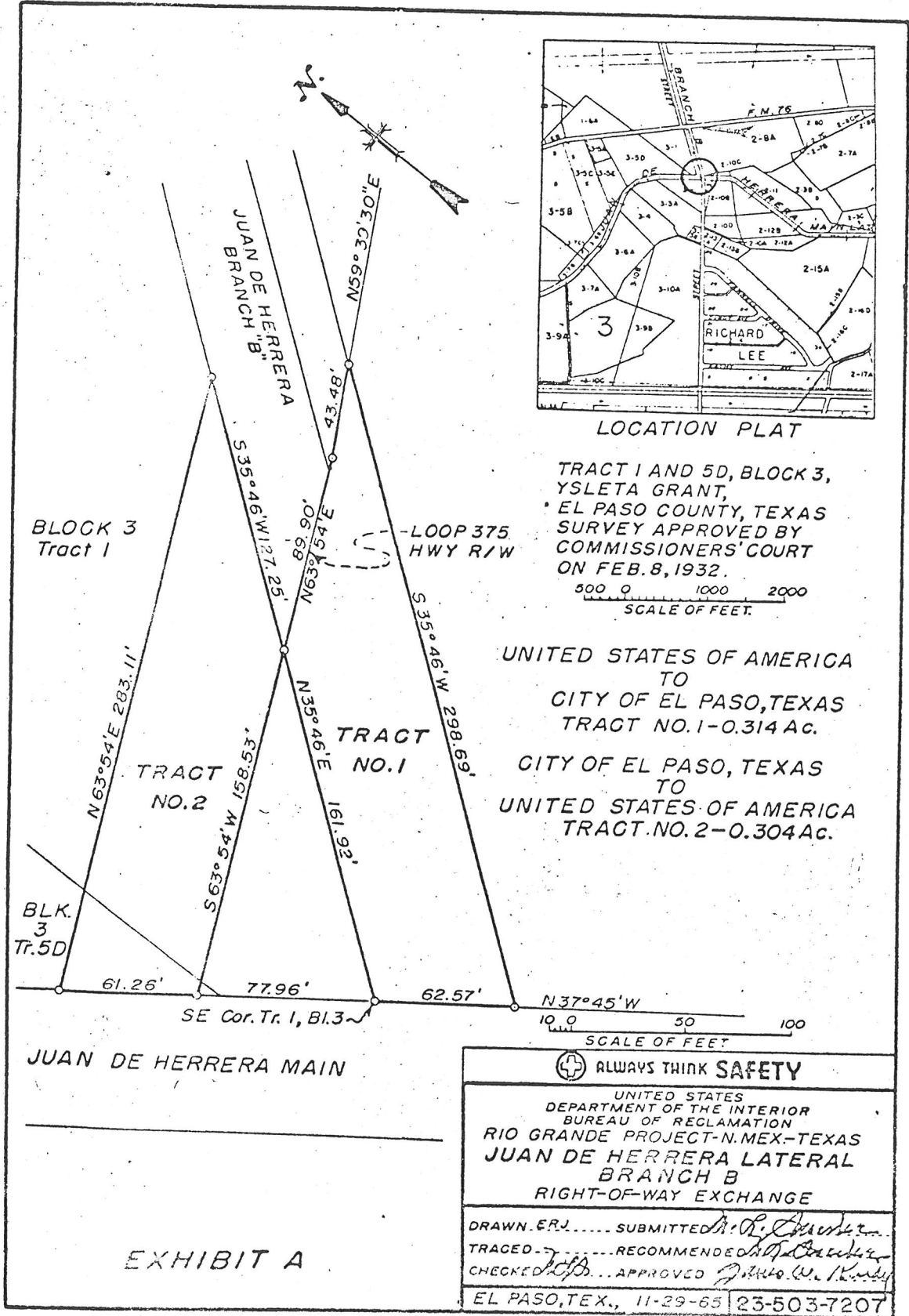
SEAL

My Commission Expires: _____

XERO

XERO

XERO



TRACT 1 AND 5D, BLOCK 3,
 YSLETA GRANT,
 EL PASO COUNTY, TEXAS
 SURVEY APPROVED BY
 COMMISSIONERS' COURT
 ON FEB. 8, 1932.

500 0 1000 2000
 SCALE OF FEET.

UNITED STATES OF AMERICA
 TO
 CITY OF EL PASO, TEXAS
 TRACT NO. 1-0.314 Ac.
 CITY OF EL PASO, TEXAS
 TO
 UNITED STATES OF AMERICA
 TRACT NO. 2-0.304 Ac.

10 0 50 100
 SCALE OF FEET

⊕ ALWAYS THINK SAFETY

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF RECLAMATION
 RIO GRANDE PROJECT-N.MEX.-TEXAS
 JUAN DE HERRERA LATERAL
 BRANCH B
 RIGHT-OF-WAY EXCHANGE

DRAWN E.R.J. SUBMITTED *[Signature]*
 TRACED RECOMMENDED *[Signature]*
 CHECKED *[Signature]* ... APPROVED *[Signature]*

EL PASO, TEX., 11-29-65 23-503-7207

EXHIBIT A

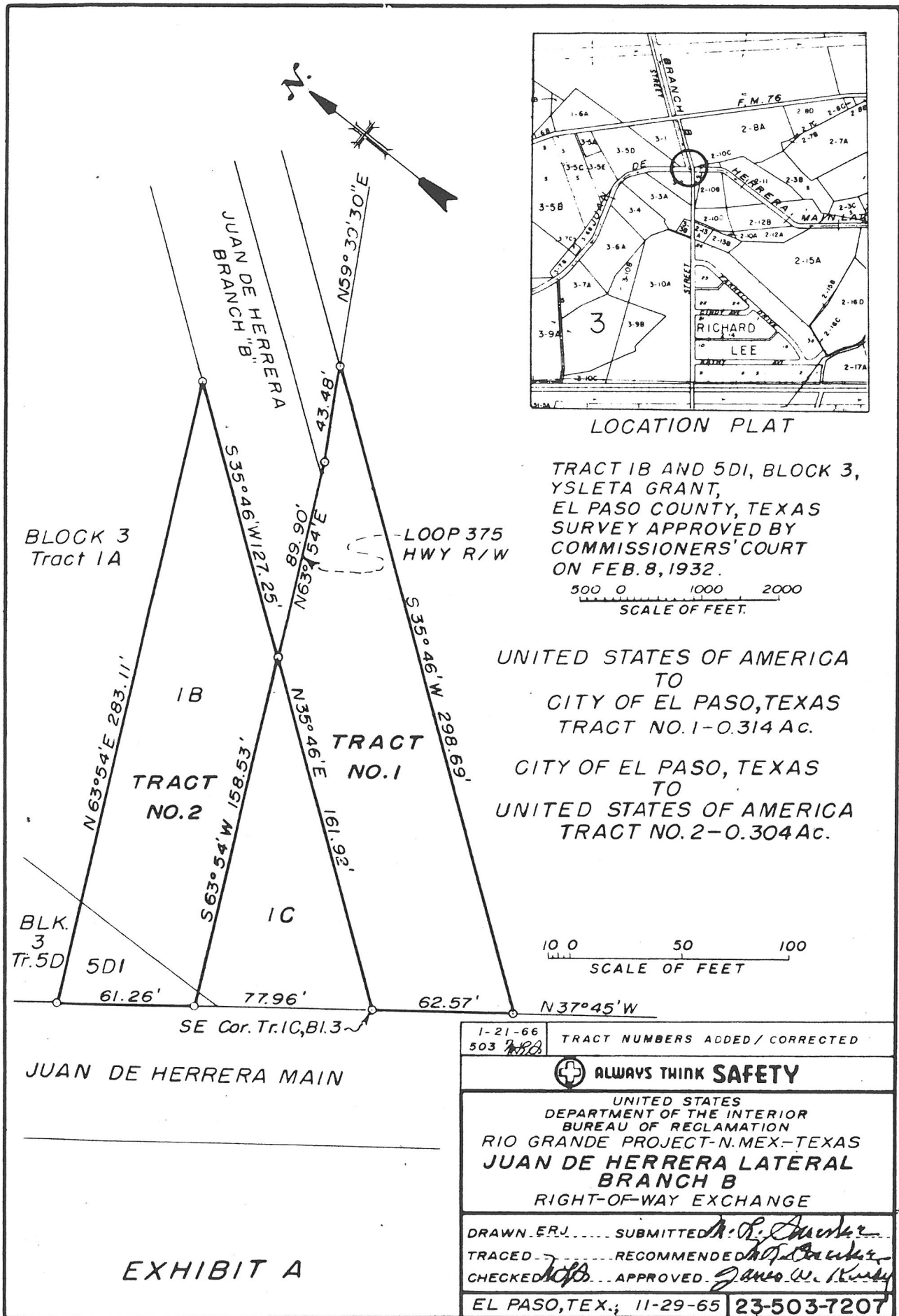


EXHIBIT A

4. The City shall defend the United States in any action which alleges that the City's use of said right of way under this agreement is unlawful in any manner, and further agrees to indemnify and hold the United States harmless from the decision in any such type of litigation.

5. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

6. EQUAL OPPORTUNITY CLAUSE - The provisions required by Section 301 of Executive Order 10925, dated March 6, 1961 (26 F.R. 1977), as amended, a copy of which is attached hereto, marked Exhibit B, and by this reference incorporated herein, shall apply as fully as though herein set forth at length. The term "contractor" where used in Exhibit B, shall be understood to refer to the City of El Paso, Texas, otherwise in this license termed "City".

7. The City warrants that no person or agency has been employed or retained to solicit or secure this agreement upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the City for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this agreement without liability or in its discretion to require the City to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

THE UNITED STATES OF AMERICA

By _____

W. F. Resch, Project Manager
Rio Grande Project
Bureau of Reclamation

CITY OF EL PASO, TEXAS

(S.S.L.)
Attest:

By _____

By _____

the Juan de Herrera Branch "B" Lateral S 35° 48' 26" W - 280.86 feet to a point on the northerly line of the Juan de Herrera Main Lateral; thence along the northerly line of the Juan de Herrers Main Lateral N 37° 42' 34" W - 62.57 feet to the place of beginning, and containing 0.288 acre of land, more or less, all as shown as Tract 1 on copy of Drawing No. 23-503-7194.

The City will convey to the United States by deed form, satisfactory to the Attorney General of the United States, the following described tract of land:

A piece or parcel of land situate, lying and being in the County of El Paso, State of Texas, and being a part of Tracts 1 and 5D, Block 3, Ysleta Grant, and more particularly described by metes and bounds as follows, to wit:

BEGINNING at the intersection of the westerly right-of-way line of Highway Loop 375 and the northerly right-of-way line of Bureau of Reclamation's Juan de Herrera Main Lateral, from which the southeasterly corner of Tract 1, Block 3, Ysleta Grant, bears S 37° 42' 34" E - 68.60 feet; thence along the northerly line of the Juan de Herrera Main Lateral N 37° 42' 34" W - 61.25 feet; thence N 63° 53' 26" E - 264.52 feet, to a point on the westerly line of the Bureau of Reclamation's Juan de Herrera Branch "B" Lateral; thence along the Juan de Herrera Branch "B" Lateral S 35° 48' 26" W - 127.45 feet, to a point on the westerly line of Highway Loop 375; thence along the westerly line of Highway Loop 375, S 63° 53' 26" W - 139.75 feet to the place of beginning, and containing 0.278 acre of land, more or less, all as shown as Tract 2 on copy of Drawing No. 23-503-7194.

The tract being quitclaimed by the United States, and the tract being deeded by the City to the United States are shown on Exhibit A attached hereto and made a part hereof.

2. The several other crossings of the irrigation and drainage facilities do not involve relocation; consequently, no exchange of right of way is required; and such crossings are authorized, subject to the approval by the Project Manager of the Rio Grande Project of the structures to be placed on the irrigation and drainage facilities, under Contract No. 14-06-503-989, dated December 8, 1960.

3. This agreement for the exchange of the right of way for the relocation of the end of the Juan de Herrera Branch "B" Lateral is contingent upon the approval of the plans for the relocation and reconstruction of this segment of the lateral by the Project Manager of the Rio Grande Project.

El Paso Draft
Nov. 5, 1965

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

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE CITY
OF EL PASO, TEXAS, FOR THE EXCHANGE OF RIGHT OF WAY FOR THE
RELOCATION OF THE END OF JUAN DE HERRERA LATERAL, BRANCH "B"

THIS AGREEMENT made this _____ day of _____, 1965,
in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388),
and all acts amendatory thereof and supplementary thereto, particularly
the Reclamation Project Act of 1939 (53 Stat. 1187), between the UNITED
STATES OF AMERICA, hereinafter styled the United States, acting by and
through the officer executing this agreement, and the CITY OF EL PASO,
TEXAS, hereinafter styled the City.

WITNESSETH THAT:

WHEREAS, the City is acquiring right of way for the construc-
tion of a traffic interchange road, designated as Loop 375, located in
the easterly section of the City; and

WHEREAS, the location of Loop 375 will require crossing of
the irrigation and drainage facilities of the Rio Grande Project in
El Paso Valley, including the relocation and reconstruction of the
end segment of Juan de Herrera Lateral, Branch "B"; and

WHEREAS, the construction of Loop 375 is an improvement for
the benefit of the citizens of the City, and will also be of benefit
to the water users and land owners in the El Paso Valley of the Rio
Grande Irrigation Project.

NOW THEREFORE, for and in consideration of the mutual agree-
ments and covenants herein contained, the parties hereto agree as
follows:

1. The United States by this agreement quitclaims to the
City of El Paso the following described segment of the Juan de Herrera
Branch "B" Lateral:

A piece of parcel of land situate, lying, and being in the
County of El Paso, State of Texas, and being adjacent to the easterly
line of Tract 1, Block 3, Yaleta Grant, and more particularly described
by metes and bounds as follows, to wit:

BEGINNING at the southeasterly corner of Tract 1, Block 3,
Yaleta Grant, being also the intersection of the northerly line of the
Bureau of Reclamation's Juan de Herrera Main Lateral and the westerly
line of the Juan de Herrera Branch "B" Lateral; thence along the westerly
line of the Juan de Herrera Branch "B" Lateral N 35° 48' 26" E - 142.77
feet to a point on the westerly line of Highway Loop 375; thence along
the westerly line of Highway Loop 375, N 63° 53' 26" E - 84.47 feet
and N 59° 35' 58.5" E - 49.98 feet; thence along the easterly line of

Cont. 14-06-503-1620

380.-

Form 7-1596
(11-61)
Bureau of Reclamation

MLS:pc

OFFICIAL FILE COPY

Date	Surname	Code
	Woff	

December 3, 1965

Mr. N. B. Phillips, Manager
El Paso County Water Improvement District No. 1
224 Southwest Center
El Paso, Texas 79901

Dear Mr. Phillips:

Transmitted is a copy of a proposed "Agreement Between the United States of America and the City of El Paso, Texas, for the Exchange of Right of Way for the Relocation of the End of Juan de Herrera Lateral, Branch "B" for review and consideration of the District. The District's opinion on this matter as soon as possible will be appreciated.

Sincerely yours,

James W. Kirby
Acting Project Manager

Enclosure

Cont. 14-06-503-1620

380.-

Form 7-1596
(11-61)
Bureau of Reclamation

MLScnr

OFFICIAL FILE COPY

Date	Surname	Code
	WJD	

December 3, 1965

Hon. Judson F. Williams, Mayor
City of El Paso
City-County Building
El Paso, Texas 79901

Dear Mayor Williams:

Transmitted are the original and duplicate original of a proposed "Agreement Between the United States of America and the City of El Paso, Texas, for the Exchange of Right of Way for the Relocation of the End of Juan de Herrera Lateral, Branch "B".

Please review the proposed agreement and, if satisfactory to the City, please execute and return both copies to this office for execution in behalf of the United States. Do not date the agreement; the dating will take place at the time of execution in behalf of the United States; whereupon the duplicate original will be returned to the City of El Paso. Also please attach to each copy of the agreement a copy of the resolution of the City Council authorizing the execution of the agreement.

When the agreement has been executed on behalf of the United States, we will furnish you copies of the Deed form, Exhibit "C", for your execution, and an Owners Title Guarantee (Insurance) Policy form. This assurance of title is in accordance with provisions of Paragraph 4 of the agreement. Title insurance will be in the amount of \$500.00.

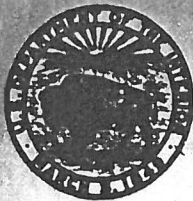
Sincerely yours,

James W. Kirby
Acting Project Manager

Enclosures 2

cc:
Mr. George P. Deiter, Public Works Director
(w/o enclosures)

DEC 14 1965



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRANDE PROJECT
211 U. S. COURT HOUSE
EL PASO, TEXAS 79901

IN REPLY
REFER TO:

December 3, 1965

EL PASO, TEXAS	
Route 191	Jan 1966
Manager	
Asst. Mgr.	
Asst. Asst.	
Power	
Field	
Eng. Div.	
Off. Eng.	
Plan.	
Planning	
Survey	
Secretary	
Miss	
Gen'l.	
Gen'l. Asst.	
Gen'l. Sec'y	
Miss	

RECEIVED

Office of the Manager

Hon. Judson F. Williams, Mayor
City of El Paso
City-County Building
El Paso, Texas 79901

Dear Mayor Williams:

Transmitted are the original and duplicate original of a proposed "Agreement Between the United States of America and the City of El Paso, Texas, for the Exchange of Right of Way for the Relocation of the End of Juan de Herrera Lateral, Branch "B".

Please review the proposed agreement and, if satisfactory to the City, please execute and return both copies to this office for execution in behalf of the United States. Do not date the agreement; the dating will take place at the time of execution in behalf of the United States; whereupon the duplicate original will be returned to the City of El Paso. Also please attach to each copy of the agreement a copy of the resolution of the City Council authorizing the execution of the agreement.

When the agreement has been executed on behalf of the United States, we will furnish you copies of the Deed form, Exhibit "C", for your execution, and an Owners Title Guarantee (Insurance) Policy form. This assurance of title is in accordance with provisions of Paragraph 4 of the agreement. Title insurance will be in the amount of \$500.00.

Sincerely yours,

James W. Kirby
Acting Project Manager

Enclosures 2

cc:
Mr. George P. Deiter, Public Works Director
(w/o enclosures)

*Received Original & Duplicate Original of
Agreement delivered by
Bill Deiter, City Public Director.*

WJK



UNITED STATES
DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

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

NOV 26 1965

IN REPLY
REFER TO: 5-425

NOV 29 1965

EL PASO, TEXAS	
Route to:	Initials
Manager	
Asst. Mgr.	✓ [initials]
Adm. Asst.	
Power	
Irrig.	
Engr. Div.	
Off. Engr.	✓ [initials]
Perms	
Finance	
Supply	
Secretary	
File	
Copy to: Date	
Electric Billing	
Let. Control	
Visits	

To: Project Manager, El Paso, Texas

From: Regional Director

Subject: Proposed agreement for exchange of right-of-way with
the city of El Paso, Texas - Rio Grande Project
(Your letter dated November 5)

Enclosed is a copy of a letter from the Field Solicitor dated November 22 along with the original and one copy of an agreement form prepared by that office in response to your letter.

Please note the final paragraph of the Field Solicitor's letter which requires a resolution stating authority to execute such agreements. Your attention is also called to paragraph 3 of the agreement providing for the city to bear all costs of the proposed relocations. While this work and cost may actually be borne by the State Highway Department, this agreement makes the city solely responsible in order to eliminate a "three-way" agreement of understanding.

I trust the enclosed forms will suffice in this matter.

Leon W Hill

Enclosures 2

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



UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR

FIELD SOLICITOR
536 PETROLEUM BUILDING
AMARILLO, TEXAS 79101

AREA CODE 806
PH.: DRAKE 6-5151 EXT. 456
FTS: 8-806-376-0456

November 22, 1965

6950

To: Regional Director, Attention 5-400
From: Field Solicitor, Amarillo, Texas
Subject: Proposed agreement for exchange of right of way with the
City of El Paso - Rio Grande Project

This has reference to the letter of November 5, 1965, from the Project Manager furnishing a form of agreement between the United States and the City of El Paso for the exchange of right of way for the relocation of the end of Juan de Herrera Lateral, Branch "B".

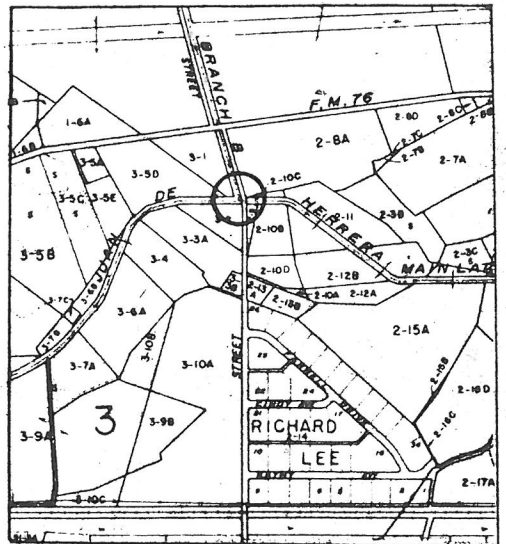
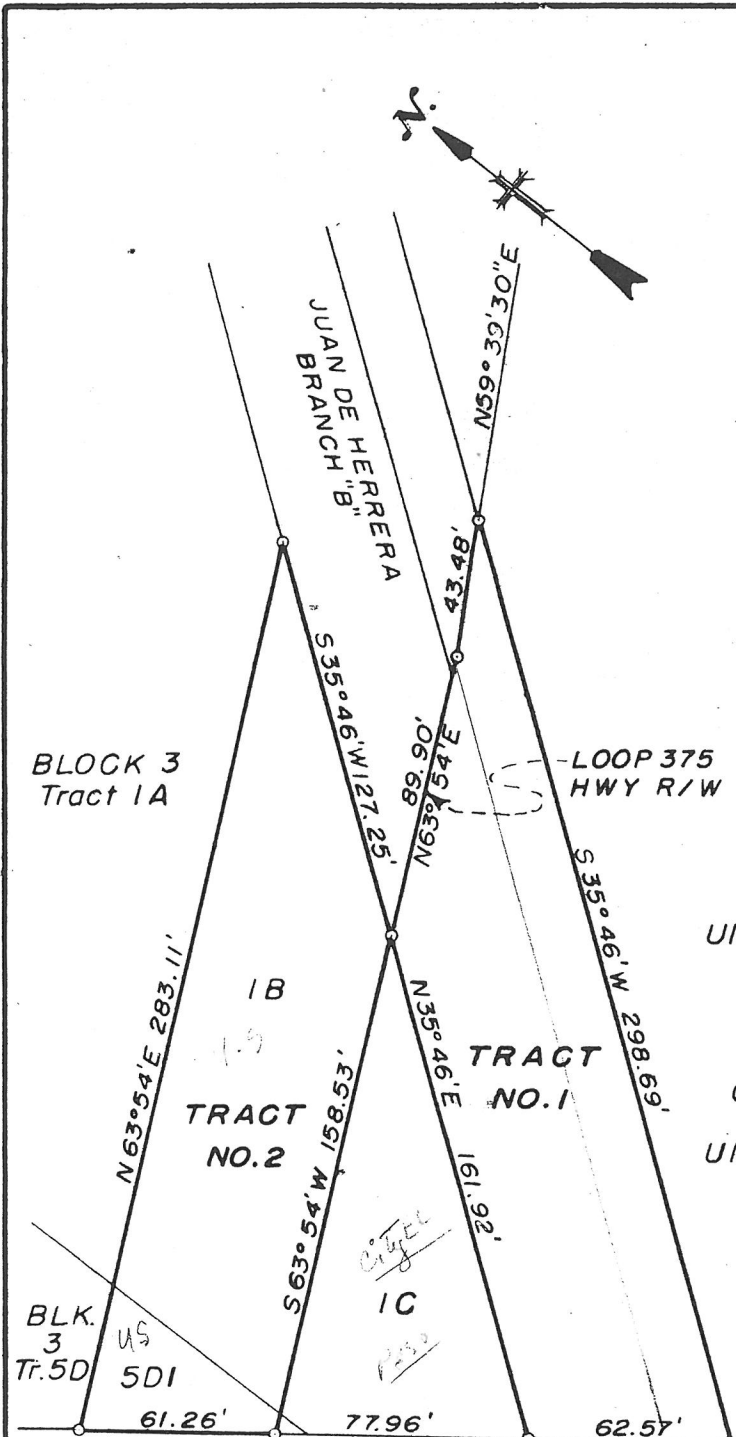
We are enclosing a redraft of the proposed agreement which includes as Exhibits "B" and "C" forms covering conveyance by each party.

Execution of the agreement by the City should be accomplished pursuant to resolution by the governing body stating the authority to execute the agreement.

Frederic K. Gray

Enclosures

In duplicate



LOCATION PLAT

TRACT 1B AND 5DI, BLOCK 3,
YSLETA GRANT,
EL PASO COUNTY, TEXAS
SURVEY APPROVED BY
COMMISSIONERS' COURT
ON FEB. 8, 1932.

500 0 1000 2000
SCALE OF FEET.

UNITED STATES OF AMERICA
TO
CITY OF EL PASO, TEXAS
TRACT NO. 1-0.314 Ac.
CITY OF EL PASO, TEXAS
TO
UNITED STATES OF AMERICA
TRACT NO. 2-0.304 Ac.

10 0 50 100
SCALE OF FEET

BLK. 3
Tr. 5D US 5DI
61.26' 77.96' 62.57'
SE Cor. Tr. 1C, Bl. 3
JUAN DE HERRERA MAIN

1-21-66 TRACT NUMBERS ADDED / CORRECTED
503 ~~788~~

ALWAYS THINK SAFETY

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
RIO GRANDE PROJECT-N. MEX.-TEXAS
JUAN DE HERRERA LATERAL
BRANCH B
RIGHT-OF-WAY EXCHANGE

DRAWN ERJ SUBMITTED *A. R. [Signature]*
TRACED [Signature] RECOMMENDED *[Signature]*
CHECKED *[Signature]* APPROVED *James W. [Signature]*

EL PASO, TEX., 11-29-65 23-503-7207

EXHIBIT A

✓
(FST112265)

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

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE CITY
OF EL PASO, TEXAS, FOR THE EXCHANGE OF RIGHT OF WAY FOR THE
RELOCATION OF THE END OF JUAN DE HERRERA LATERAL, BRANCH "B"

THIS AGREEMENT, made this _____ day of _____,
19____, in pursuance of the Act of Congress of June 17, 1902
(32 Stat. 388), and acts amendatory thereof and supplementary thereto,
particularly the Reclamation Project Act of 1939 (53 Stat. 1187),
between the UNITED STATES OF AMERICA, hereinafter styled United States,
acting by and through the officer executing this agreement, hereinafter
termed "Contracting Officer," and the CITY OF EL PASO, TEXAS,
hereinafter styled "City."

WITNESSETH THAT:

WHEREAS, the City is acquiring right of way for the construction of a traffic interchange road, designated as Loop 375, located in the easterly section of the City; and

WHEREAS, the location of Loop 375 will require crossing of the irrigation and drainage facilities of the Rio Grande Project in El Paso Valley, including the relocation and reconstruction of the end segment of Juan de Herrera Lateral, Branch "B"; and

WHEREAS, the construction of Loop 375 is an improvement for the benefit of the citizens of the City, and will also be of benefit to the water users and landowners in the El Paso Valley of the Rio Grande Irrigation Project.

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties hereto agree as follows:

1. The United States will, upon completion by City of all relocation work hereinafter described, and upon conveyance by City of the hereinafter described Tract No. 2 to the United States, convey to the City by quitclaim deed in the form of Exhibit "B", attached hereto and by this reference made a part hereof, the following described land:

A piece or parcel of land situate, lying, and being in the County of El Paso, State of Texas, and being adjacent to the easterly line of Tract 1, Block 3, Ysleta Grant, and more particularly described by metes and bounds as follows, to-wit:

*See Also
Description*

BEGINNING at the southeasterly corner of Tract 1, Block 3, Ysleta Grant, being also the intersection of the northerly line of the Bureau of Reclamation's Juan de Herrera Main Lateral and the westerly line of the Juan de Herrera Branch "B" Lateral; thence along the westerly line of the Juan de Herrera Branch "B" Lateral N 35° 48' 26" E - 142.77 feet to a point on the westerly line of Highway Loop 375; thence along the westerly line of Highway Loop 375, N 63° 53' 26" E - 84.97 feet and N 59° 35' 58.5" E - 49.58 feet; thence along the easterly line of the Juan de Herrera Branch "B" Lateral S 35° 48' 26" W - 280.86 feet to a point on the northerly line of the Juan de Herrera Main Lateral; thence along the northerly line of the Juan de Herrera Main Lateral N 37° 42' 34" W - 62.57 feet to the place of beginning, and containing 0.288 acre of land, more or less, as shown as Tract 1 on Exhibit "A" attached hereto and by this reference made a part hereof.

2. City will, upon completion of the relocation work herein contemplated, convey to the United States by deed in the form of Exhibit "C", attached hereto and by this reference made a part hereof, the following described land:

A piece or parcel of land situate, lying and being in the County of El Paso, State of Texas, and being a part of Tracts 1 and 5D, Block 3, Ysleta Grant, and more particularly described by metes and bounds as follows, to-wit:

SEE NEW
DESCRIPTION

BEGINNING at the intersection of the westerly right-of-way line of Highway Loop 375 and the northerly right-of-way line of Bureau of Reclamation's Juan de Herrera Main Lateral, from which the southeasterly corner of Tract 1, Block 3, Ysleta Grant, bears S 37° 42' 34" E - 68.60 feet; thence along the northerly line of the Juan de Herrera Main Lateral N 37° 42' 34" W - 61.25 feet; thence N 63° 53' 26" E - 264.52 feet, to a point on the westerly line of the Bureau of Reclamation's Juan de Herrera Branch "B" Lateral; thence along the Juan de Herrera Branch "B" Lateral S 35° 48' 26" W - 127.45 feet, to a point on the westerly line of Highway Loop 375; thence along the westerly line of Highway Loop 375, S 63° 53' 26" W - 139.75 feet to the place of beginning, and containing 0.278 acre of land, more or less, as shown as Tract 2 on Exhibit "A" attached hereto.

3. City shall, at its sole cost and expense, accomplish all of the relocation work necessary to conform the Juan de Herrera Lateral, Branch "B" to Loop 375. The City shall accomplish the relocation work in conformance with plans and specifications approved in advance in writing by the Project Manager of the Rio Grande Irrigation Project, and to the satisfaction of said Project Manager.

4. City shall procure and have recorded without cost to the United States all assurances of title and affidavits which City is advised by United States are necessary and proper to show in City complete fee simple unencumbered title to Tract No. 2 as shown on Exhibit "A" subject only to outstanding interests expressly provided herein. City shall make available to the United States abstracts covering lands to be conveyed by City, or at its option City may provide certificates of title or title insurance by a company acceptable to the United States, insuring title in the United States, of land to be conveyed to the United States. Liens or encumbrances existing against the property to be conveyed to the United States, if any, shall be removed by City at its expense prior to conveyance to the United States. The conveyance may be made by City subject to rights of way of any nature of record and in use.

5. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

6. During the performance of this contract, the City, hereinafter in this article termed contractor agrees as follows:

(FST112265)

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized by Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. The City warrants that no person or agency has been employed or retained to solicit or secure this agreement upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the City for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this agreement without liability or in its discretion to require the City to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

8. The parties agree that in connection with this contract, City shall have no right whatever to represent in any manner that it is acting for or on behalf of the United States, or to make any representations whatever concerning the liability of the United States hereunder, or to attempt to incur any obligation for or on behalf of

(FST112265)

United States or in the name of United States, it being specifically understood and agreed that City shall at all times act as an independent contractor on its own behalf, subject only to limitations and conditions contained in this contract.

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

UNITED STATES OF AMERICA

By

~~W. F. Resch, Project Manager~~
Rio Grande Project
Bureau of Reclamation

CITY OF EL PASO, TEXAS

By

Mayor

(SEAL)

ATTEST:

By

City Clerk

EXHIBIT "B"

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this _____ day of _____, 19____, A.D., between the UNITED STATES OF AMERICA, hereinafter termed "Grantor", and the CITY OF EL PASO, EL PASO COUNTY, TEXAS, a municipal corporation hereinafter termed "Grantee", in pursuance of the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly Section 14 of the Act of August 4, 1939 (43 U.S.C. 389).

WITNESSETH:

WHEREAS, United States of America and the City of El Paso, Texas, executed that certain agreement for the exchange of rights of way to accommodate relocation of the end of Juan de Herrera Lateral, Branch "B", dated _____, 19____, which provides for an exchange of lands requiring that Grantor herein shall quitclaim to Grantee herein certain lands as herein set forth; and

WHEREAS, it is the intent of Grantor to perform full that part of said contract which provides for such quitclaim conveyance.

NOW, THEREFORE, for and in consideration of the conveyance by Grantee of other lands, Grantor, does by these presents, quitclaim unto Grantee and its assigns the following described lands, to-wit:

A piece or parcel of land situate, lying, and being in the County of El Paso, State of Texas, and being adjacent to the easterly line of Tract 1, Block 3, Ysleta Grant, and more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the southeasterly corner of Tract 1, Block 3, Ysleta Grant, being also the intersection of the northerly line of the Bureau of Reclamation's Juan de Herrera Main Lateral and the westerly line of the Juan de Herrera Branch "B" Lateral; thence along the westerly line of the Juan de Herrera Branch "B" Lateral N 35° 48' 26" E - 142.77 feet to

Grantee
1

(FST112265)

a point on the westerly line of Highway Loop 375; thence along the westerly line of Highway Loop 375, N 63° 53' 26" E - 84.97 feet and N 59° 35' 58.5" - 49.58 feet; thence along the easterly line of the Juan de Herrera Branch "B" Lateral S 35° 48' 26" W - 280.86 feet to a point on the northerly line of the Juan de Herrera Main Lateral; thence along the northerly line of the Juan de Herrera Main Lateral N 37° 42' 34" W - 62.57 feet to the place of beginning, and containing 0.288 acre of land, more or less, all as shown as Tract No. 1 on Exhibit A attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD, the foregoing described lands, together with all and singular the rights, privileges, and appurtenances thereto in anywise belonging unto the said City of El Paso, Texas, its successors and assigns forever.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed in its name by Leon W. Hill, Regional Director, Region 5, Bureau of Reclamation, this _____ day of _____, 19____.

UNITED STATES OF AMERICA

By _____
Regional Director, Region 5
Bureau of Reclamation

(FST112265)

A C K N O W L E D G M E N T

STATE OF TEXAS)
) ss
COUNTY OF POTTER)

I, _____, a Notary
Public in and for said County and State, do hereby certify that

_____ personally known to me to be the same person and official who
executed the above and foregoing instrument, appeared before me
this day in person and acknowledged that as such official he executed
the above instrument as his free and voluntary act and deed on
behalf of the United States of America, pursuant to authority
conferred by law.

Given under my hand and notary seal this _____ day of
_____, 19____.

Notary Public

SEAL

My Commission Expires:

(FST112265)

EXHIBIT "C"

DEED

THIS DEED, made this _____ day of _____, 19____, A.D., between the CITY OF EL PASO, EL PASO COUNTY, TEXAS, a municipal corporation, hereinafter termed "Grantor," and the UNITED STATES OF AMERICA, hereinafter termed "Grantee," in pursuance of the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly Section 14 of the Act of August 4, 1939 (43 U.S.C. 389).

WITNESSETH:

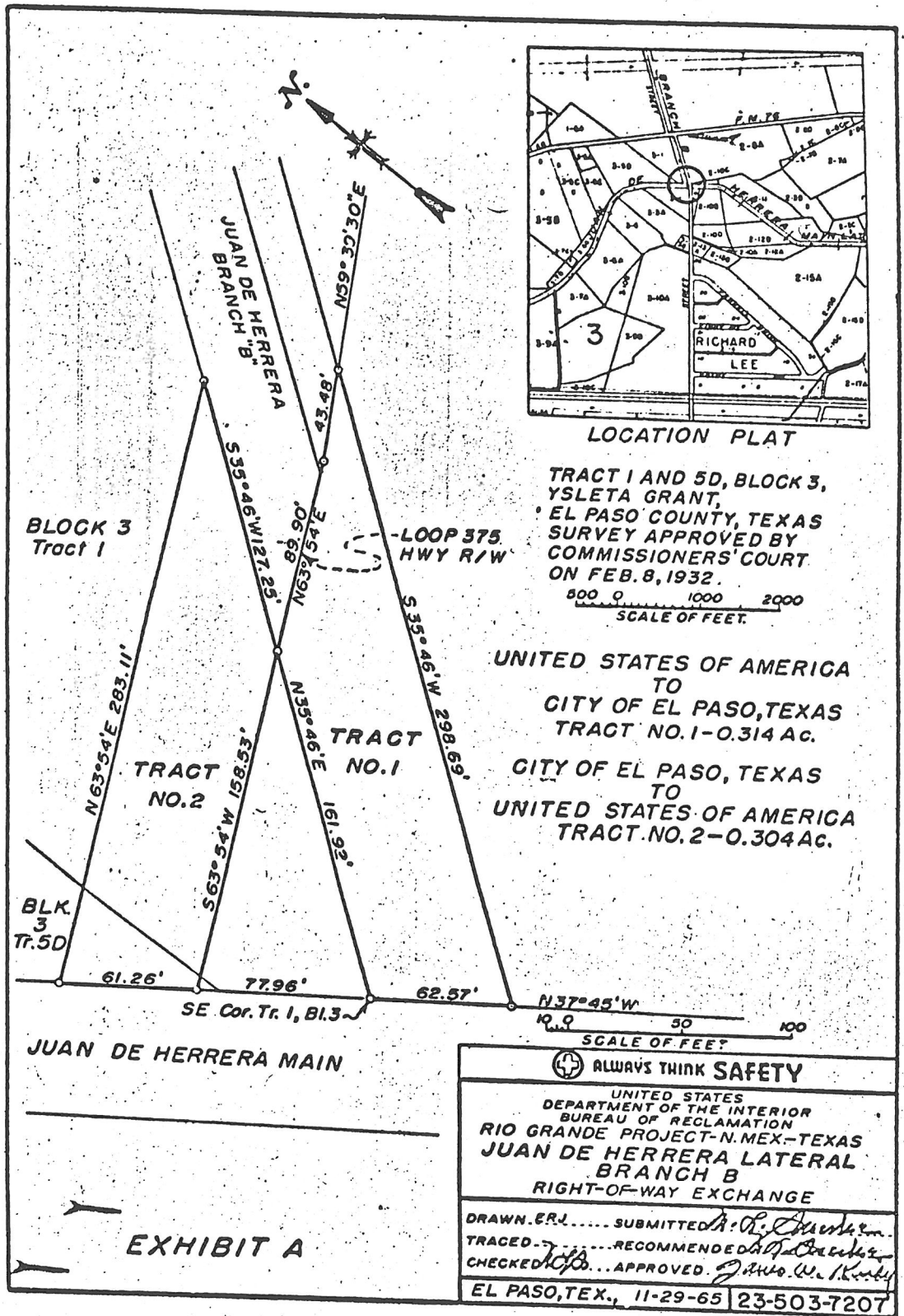
WHEREAS, United States of America and the City of El Paso executed that certain agreement for the exchange of rights of way for the relocation of the end of Juan de Herrera Lateral Branch "B" dated _____, 19____, which provides for an exchange of lands requiring that Grantor herein shall convey to Grantee herein by deed certain lands as therein set forth; and

WHEREAS, it is the intent of Grantor to perform fully that part of said contract which provides for conveyance by it.

NOW, THEREFORE, for and in consideration of the quitclaiming by Grantee of other lands, Grantor, does by these presents grant and convey unto Grantee and its assigns the following described lands, to-wit:

A piece or parcel of land situate, lying and being in the County of El Paso, State of Texas, and being a part of Tracts 1 and 5D, Block 3, Ysleta Grant, and more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the intersection of the westerly right-of-way line of Highway Loop 375 and the northerly right-of-way line of Bureau of Reclamation's Juan de Herrera Main Lateral, from which the southeasterly corner of Tract 1, Block 3, Ysleta Grant, bears S 37° 42' 34" E - 68.60 feet; thence along the northerly line of the Juan de Herrera Main Lateral



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Orig. on Orig contract

EL PASO COUNTY WATER IMPROVEMENT DISTRICT No. 1

WITHIN THE RIO GRANDE FEDERAL IRRIGATION PROJECT

OFFICE OF MANAGER

Cont. 14-06-503-1620

SUITE 224 — SOUTHWEST CENTER
EL PASO, TEXAS 79901

December 7, 1965

DEC 8 1965

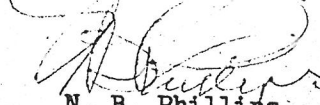
Mr. James W. Kirby
Acting Project Manager
United States Bureau of Reclamation
211 United States Court House
El Paso, Texas 79901

Dear Mr. Kirby:

Your communication of December 3rd, enclosing copy of a proposed "Agreement between the United States and the City of El Paso for the Exchange of Right of Way at the end of the Juan de Herrera Lateral, "Branch B", has been reviewed by this office.

Assuming this agreement is satisfactory to the Bureau this District approves the above mentioned copy as to form.

Sincerely yours,



N. B. Phillips
Manager

NBP:lw

EL PASO, TEXAS	
Name	Initials
Manager	<input checked="" type="checkbox"/>
Asst. Mgr.	<input checked="" type="checkbox"/>
Adm. Asst.	<input type="checkbox"/>
Power	<input type="checkbox"/>
Irrig.	<input type="checkbox"/>
Eng. Div.	<input checked="" type="checkbox"/>
Off. Equip.	<input checked="" type="checkbox"/>
Per.	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Suppl.	<input type="checkbox"/>
Secretary	<input type="checkbox"/>
File	<input type="checkbox"/>
Code No.	Date
Execut. Comm.	
Lat. Cruces	
Yours	

enter

EL PASO COUNTY WATER IMPROVEMENT DISTRICT No. 1

WITHIN THE RIO GRANDE FEDERAL IRRIGATION PROJECT

OFFICE OF MANAGER.

SUITE 224 — SOUTHWEST CENTER
EL PASO, TEXAS 79901

December 7, 1965

DEC 8 1965

Mr. James W. Kirby
Acting Project Manager
United States Bureau of Reclamation
211 United States Court House
El Paso, Texas 79901

Dear Mr. Kirby:

Your communication of December 3rd, enclosing copy of a proposed "Agreement between the United States and the City of El Paso for the Exchange of Right of Way at the end of the Juan de Herrera Lateral, "Branch B", has been reviewed by this office.

Assuming this agreement is satisfactory to the Bureau this District approves the above mentioned copy as to form.

Sincerely yours,

N. B. Phillips
N. B. Phillips
Manager

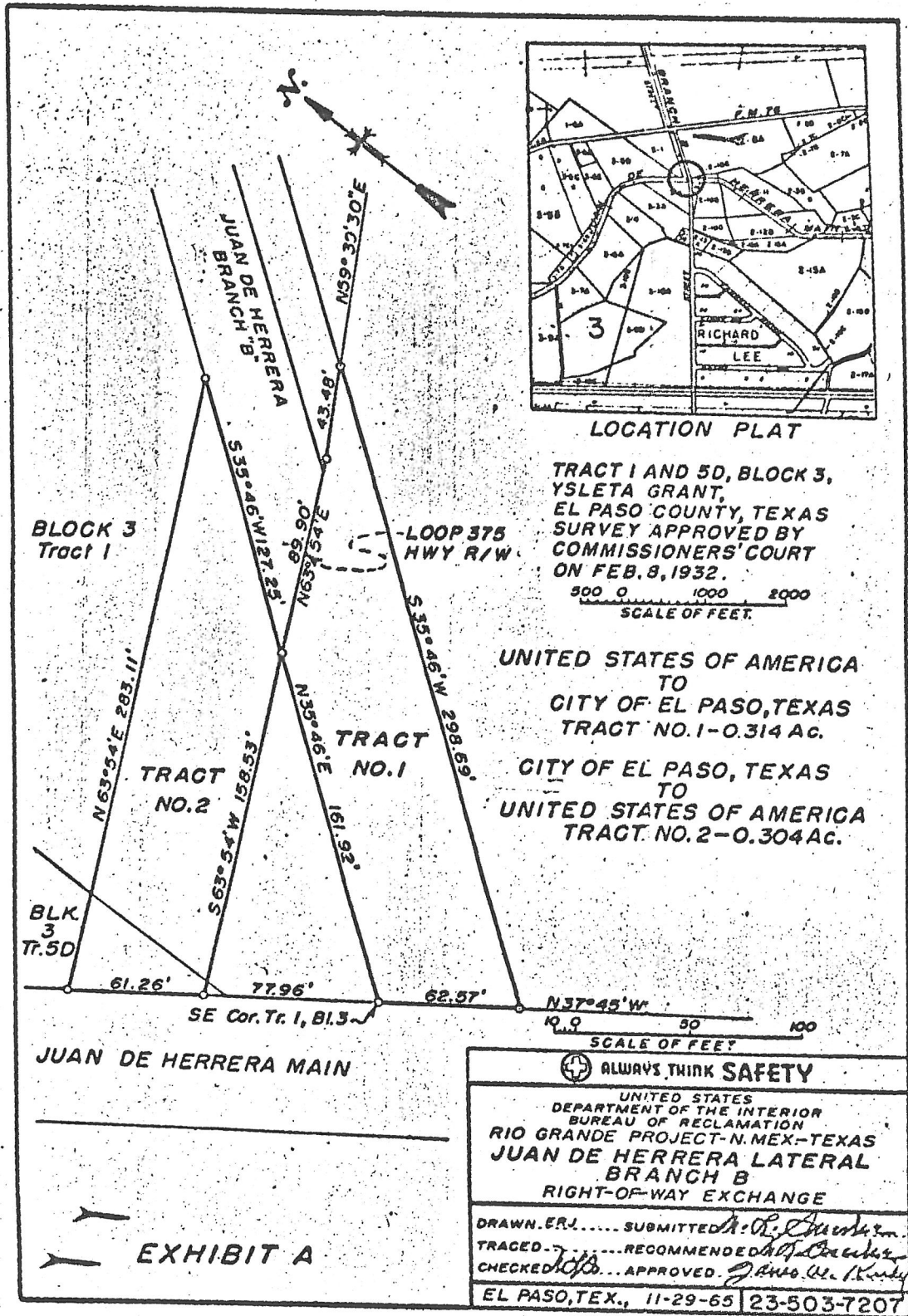
NBP:lw

EL PASO, TEXAS	
Route to:	Initial
Manager	<i>[initials]</i>
Asst. Mgr.	<i>[initials]</i>
Adm. Asst.	
Power	
Irrig.	
Engr. Div.	
Off. Engr.	<i>[initials]</i>
Pers.	<i>[initials]</i>
Finance	
Supplies	
Secretaries	
File	
Cover to:	Date
Enclosure Stamp	
Let. Cover	
Yours	

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RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

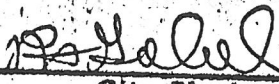
That the Mayor be authorized to sign an agreement with the United States for the exchange of right of way for the relocation of the End of Juan de Herrera Lateral, Branch "B".

ADOPTED this 9th day of December, 1965.



Mayor

ATTEST:



City Clerk

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XERO COPY

XERO COPY

XERO COPY

XERO COPY

XERO COPY

United States or in the name of United States, it being specifically understood and agreed that City shall at all times act as an independent contractor on its own behalf, subject only to limitations and conditions contained in this contract.

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

UNITED STATES OF AMERICA

By /s/ James W. Kirby
James W. Kirby, Acting Project Manager
Rio Grande Project
Bureau of Reclamation

CITY OF EL PASO, TEXAS

By /s/ J. F. Williams
Mayor

(S.M.L)

ATTEST:

By /s/ R. H. Cabel
City Clerk

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized by Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. The City warrants that no person or agency has been employed or retained to solicit or secure this agreement upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the City for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this agreement without liability or in its discretion to require the City to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

8. The parties agree that in connection with this contract, City shall have no right whatever to represent in any manner that it is acting for or on behalf of the United States, or to make any representations whatever concerning the liability of the United States hereunder, or to attempt to incur any obligation for or on behalf of

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

BEGINNING at the intersection of the westerly right-of-way line of the Bureau of Reclamation 's Juan de Herrera Main Lateral and the northerly right-of-way line of Highway Loop 375 from which the southeasterly corner of Tract 1, Block 3, Ysleta Grant, bears S. $37^{\circ} 45'$ E. a distance of 77.96 feet; thence along the westerly line of the Juan de Herrera Main Lateral N. $37^{\circ} 45'$ W. a distance of 61.26 feet; thence N. $63^{\circ} 54'$ E. a distance of 283.11 feet to a point on the easterly line of Tract 1, Block 3, Ysleta Grant; thence along the easterly line of said Tract 1, S. $35^{\circ} 46'$ W. a distance of 127.25 feet to a point on the northerly line of Highway Loop 375; thence along said Highway Loop 375, S. $63^{\circ} 54'$ W. a distance of 158.53 feet to the place of beginning, and containing 0.304 acre of land, more or less, as shown as Tract No. 2 on Exhibit "A" attached hereto and by reference made a part hereof.

3. City shall, at its sole cost and expense, accomplish all of the relocation work necessary to conform the Juan de Herrera Lateral, Branch "B" to Loop 375. The City shall accomplish the relocation work in conformance with plans and specifications approved in advance in writing by the Project Manager of the Rio Grande Irrigation Project, and to the satisfaction of said Project Manager.

4. City shall procure and have recorded without cost to the United States all assurances of title and affidavits which City is advised by United States are necessary and proper to show in City complete fee simple unencumbered title to Tract No. 2 as shown on Exhibit "A" subject only to outstanding interests expressly provided herein. City shall make available to the United States abstracts covering lands to be conveyed by City, or at its option City may provide certificates of title or title insurance by a company acceptable to the United States, insuring title in the United States, of land to be conveyed to the United States. Liens or encumbrances existing against the property to be conveyed to the United States, if any, shall be removed by City at its expense prior to conveyance to the United States. The conveyance may be made by City subject to rights of way of any nature of record and in use.

5. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

6. During the performance of this contract, the City, hereinafter in this article termed contractor agrees as follows:

1. The United States will, upon completion by City of all relocation work hereinafter described, and upon conveyance by City of the hereinafter described Tract No. 2 to the United States, convey to the City by quitclaim deed in the form of Exhibit "B", attached hereto and by this reference made a part hereof, the following described land:

A piece or parcel of land situate, lying, and being in the County of El Paso, State of Texas, and being adjacent to the easterly line of Tract 1, Block 3, Ysleta Grant, and more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the southeasterly corner of Tract 1, Block 3, Ysleta Grant, being also the intersection of the westerly line of the Bureau of Reclamation's Juan de Herrera Main Lateral and the northerly line of the Juan de Herrera Lateral, branch "B"; thence along the northerly line of the Juan de Herrera Lateral, branch "B" N. $35^{\circ} 46'$ E. a distance of 161.92 feet to a point on the northerly right-of-way line of Highway Loop 375; thence along the said right-of-way of Highway Loop 375 N. $63^{\circ} 54'$ E. a distance of 39.90 feet and N. $59^{\circ} 39' 30''$ E. a distance of 43.48 feet to a point on the southerly line of the Juan de Herrera Lateral, Branch "B"; thence along the southerly line of the Juan de Herrera Lateral, branch "B" S. $35^{\circ} 46'$ W. a distance of 298.69 feet to a point on the westerly line of the Juan de Herrera Main Lateral; thence along the westerly line of the Juan de Herrera Main Lateral N. $37^{\circ} 45'$ W. a distance of 62.57 feet to the point of beginning, containing 0.314 acre of land, more or less, as shown as Tract No. 1 on Exhibit "A" attached hereto and by this reference made a part hereof.

2. City will, upon completion of the relocation work herein contemplated, convey to the United States by deed in the form of Exhibit "C", attached hereto and by this reference made a part hereof, the following described land:

A piece or parcel of land situate, lying, and being in the County of El Paso, State of Texas, and being a part of Tracts 1 and 5B, Block 3, Ysleta Grant, and more particularly described by metes and bounds as follows, to-wit:

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

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE CITY
OF EL PASO, TEXAS, FOR THE EXCHANGE OF RIGHT OF WAY FOR THE
RELOCATION OF THE END OF JUAN DE HERRERA LATERAL, BRANCH "D"

THIS AGREEMENT, made this 16th day of December,
1965, in pursuance of the Act of Congress of June 17, 1902
(32 Stat. 388), and acts amendatory thereof and supplementary thereto,
particularly the Reclamation Project Act of 1939 (53 Stat. 1187),
between the UNITED STATES OF AMERICA, hereinafter styled United States,
acting by and through the officer executing this agreement, herein-
after termed "Contracting Officer," and the CITY OF EL PASO, TEXAS,
hereinafter styled "City."

WITNESSETH THAT:

WHEREAS, the City is acquiring right of way for the construc-
tion of a traffic interchange road, designated as Loop 375, located in
the easterly section of the City; and

WHEREAS, the location of Loop 375 will require crossing of
the irrigation and drainage facilities of the Rio Grande Project in
El Paso Valley, including the relocation and reconstruction of the
end segment of Juan de Herrera Lateral, Branch "D"; and

WHEREAS, the construction of Loop 375 is an improvement for
the benefit of the citizens of the City, and will also be of benefit
to the water users and landowners in the El Paso Valley of the Rio
Grande Irrigation Project.

NOW, THEREFORE, for and in consideration of the mutual agree-
ments and covenants herein contained, the parties hereto agree as
follows:

CERTIFICATE OF INSPECTION AND POSSESSION

I, S. A. Bock, Civil Engineer, Rio Grande Project, Bureau of Reclamation, Department of Interior, hereby certify that on the 11th day of March 1966, I made a personal examination and inspection of that certain tract or parcel of land situated in the County of El Paso, State of Texas, designated as Tract No. 2 on Exhibit "A", and containing 0.304 acre, proposed to be acquired by the United States of America in connection with the Rio Grande Project, from the City of El Paso, El Paso County, Texas, a municipal corporation.

1. That I am fully informed as to the boundaries, lines and corners of said tract; that I found no evidence of any work or labor having been performed or any materials having been furnished in connection with the making of any repairs or improvements on said land; and that I made careful inquiry of the above named vendor (and of the occupants of said land) and ascertaining that nothing has been done on or about said premises within the past 12 months that would entitle any person to a lien upon said premises for work or labor performed or materials furnished.

2. That I also made inquiry of the above-named vendor (and of all occupants of said land) as to their rights of possession and the rights of possession of any person or 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 vendor or the United States of America.

3. That I was informed by the above-named vendor (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, agricultural, manufacturing or other purpose; nor any exploration or operations whatever for the development of coal, oil, gas, or other minerals on said lands; and that there are no possessory rights now in existence owned or being actively exercised by any third party under any reservation contained in any patent or patents heretofore issued by the United States for said land.

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

6. That said premises are now wholly unoccupied and vacant except for the occupancy of None as tenant(s), at will, from whom disclaimer(s) of all right, title, and interest in and to said premises, executed on the _____ day of _____, 19____, has(have) been obtained.

Dated this 11th day of March, 1966.

S. A. Bock

Approved:

James W. Kirby
James W. Kirby - Acting Project Manager

MLS/dch

OFFICIAL FILE COPY

Date	Surname	Code
	<i>WFA</i>	
	<i>Syner</i>	

January 21, 1966

Honorable Judson F. Williams, Mayor
City of El Paso, Texas
City-County Building
El Paso, Texas 79901

Dear Mayor Williams:

Enclosed, in duplicate, is a corrected copy of Page 1 of the deed form, Exhibit "C"; a form which was transmitted with my letter of December 16, 1965.

The first paragraph of the description has been changed to show conveyance of Tracts 1B and 5D1, instead of parts of Tracts 1 and 5D, Block 3, Ysleta Grant. This correction was called to our attention by Mr. Bill Rieger of your office in a telephone conversation on the matter with Mr. Smerke of my staff.

Also enclosed are two copies of Exhibit "A" which has been revised to show the correct tract numbers.

Sincerely yours,

John Backer

For James W. Kirby
Acting Project Manager

Enclosures

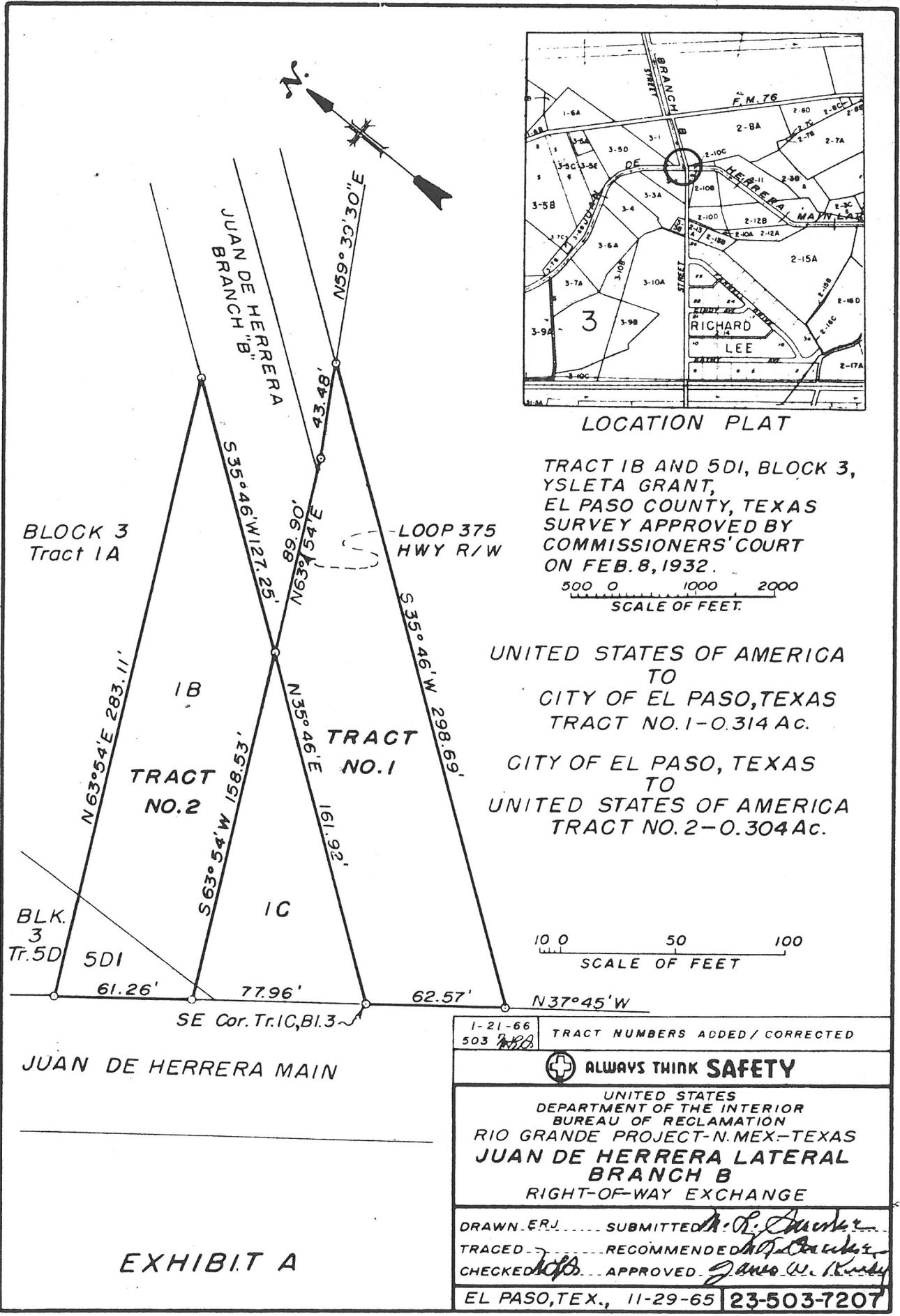


EXHIBIT A

Orig. ~~in A.O. 7~~ returned to files
Cont. 14-06-503-1620 1 this

MLS:pc

OFFICIAL FILE COPY

Date	Surname	Code
	<i>MRS</i>	

December 16, 1965

Honorable Judson F. Williams, Mayor
City of El Paso, Texas
City - County Building
El Paso, Texas 79901

Dear Mayor Williams:

Enclosed for your files is the duplicate original of the Agreement Between the United States of America and the City of El Paso, Texas, for the Exchange of Right of Way for the Relocation of the End of Juan de Herrera Lateral, Branch "B" which has been executed in behalf of the United States.

Article 2 of the Agreement provides for the City to convey to the United States by deed in the form of Exhibit "C" of the Agreement. The deed form to be used is enclosed, in duplicate, for your execution. Attach to the deed a resolution of the City Council authorizing conveyance of the land. The resolution should show evidence of compliance with all statutory requirements necessary to the transfer of a valid title.

Article 4 of the Agreement states that the City shall procure all assurances of title which are necessary to show in City complete fee simple unencumbered title to lands to be conveyed to the United States. It is our understanding that the City desires to provide title insurance insuring title in the United States. Enclosed is the form of title insurance policy that is required by the Attorney General. Title insurance is to be in the amount of \$500.00 and may be furnished by any of the following companies in El Paso:

- First Title Insurance Company
- Pioneer Abstract and Guarantee Title Company
- Stewart Title Guarantee Company
- Southwest Abstract and Title Company
- Title Insurance Company of El Paso

If you have any questions in regard to the above matter, please feel free to ask questions.

Sincerely yours,

James W. Kirby
Acting Project Manager

Enclosures: Dupl.Orig. Agreement,
Deed Form, in duplicate
Title Insurance Policy form

cc:
Mr. George P. Deiter, Public Works Director
(w/o encls.)

bcc:
Regional Director
Chief, Ysleta Irrigation Field Branch
(ea. w/c encls.)

EXHIBIT "C"

D E E D

THIS DEED, made this _____ day of _____, 19_____, A. D., between the CITY OF EL PASO, EL PASO COUNTY, TEXAS, a municipal corporation, hereinafter termed "Grantor," and the UNITED STATES OF AMERICA, hereinafter termed "Grantee," in pursuance of the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly Section 14 of the Act of August 4, 1939 (43 U.S.C. 389).

WITNESSETH:

WHEREAS, United States of America and the City of El Paso executed that certain agreement for the exchange of rights of way for the relocation of the end of Juan de Herrera Lateral Branch "B" dated _____, 19_____, which provides for an exchange of lands requiring that Grantor herein shall convey to Grantee herein by deed certain lands as therein set forth; and

WHEREAS, it is the intent of Grantor to perform fully that part of said contract which provides for conveyance by it.

NOW, THEREFORE, for and in consideration of the quitclaiming by Grantee of other lands, Grantor, does by these presents grant and convey unto Grantee and its assigns the following described lands, to-wit:

A piece or parcel of land situate, lying, and being in the County of El Paso, State of Texas, and being all of Tracts 1B and 5D1, Block 3, Ysleta Grant, and more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the intersection of the westerly right-of-way line of the Bureau of Reclamation's Juan de Herrera Main Lateral and the northerly right-of-way line of Highway Loop 375 from which the southeasterly corner of Tract 1, Block 3, Ysleta Grant, bears S. 37° 45' E. a distance of 77.96 feet; thence along the westerly line of the Juan de Herrera Main Lateral N. 37° 45' W. a distance of 61.26 feet; thence N. 63° 54' E. a distance of 283.11 feet to a point on the easterly line of Tract 1, Block 3, Ysleta Grant; thence along the

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a deed conveying to the United States of America 0.304 acres of land out of Tracts 1 and 5D, Block 3, Yeleta Grant, in compliance with the obligation undertaken by the City in the agreement with the United States, dated December 16, 1965, for the exchange of certain lands.

ADOPTED this 23rd day of December, 1965.



Mayor

ATTEST:



City Clerk

EXHIBIT "C"

DEED

THIS DEED, made this _____ day of _____, 19____, A. D., between the CITY OF EL PASO, EL PASO COUNTY, TEXAS, a municipal corporation, hereinafter termed "Grantor," and the UNITED STATES OF AMERICA, hereinafter termed "Grantee," in pursuance of the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly Section 14 of the Act of August 4, 1939 (43 U.S.C. 389).

WITNESSETH:

WHEREAS, United States of America and the City of El Paso executed that certain agreement for the exchange of rights of way for the relocation of the end of Juan de Herrera Lateral Branch "B" dated _____, 19____, which provides for an exchange of lands requiring that Grantor herein shall convey to Grantee herein by deed certain lands as therein set forth; and

WHEREAS, it is the intent of Grantor to perform fully that part of said contract which provides for conveyance by it.

NOW, THEREFORE, for and in consideration of the quitclaiming by Grantee of other lands, Grantor, does by these presents grant and convey unto Grantee and its assigns the following described lands, to-wit:

A piece or parcel of land situate, lying, and being in the County of El Paso, State of Texas, and being a part of Tracts 1 and 5D, Block 3, Ysleta Grant, and more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the intersection of the westerly right-of-way line of the Bureau of Reclamation's Juan de Herrera Main Lateral and the northerly right-of-way line of Highway Loop 375 from which the southeasterly corner of Tract 1, Block 3, Ysleta Grant, bears S. 37° 45' E. a distance of 77.96 feet; thence along the westerly line of the Juan de Herrera Main Lateral N. 37° 45' W. a distance of 61.26 feet; thence N. 63° 54' E. a distance of 283.11 feet to a point on the easterly line of Tract 1, Block 3, Ysleta Grant; thence along the

XERO XERO

easterly line of said Tract 1, S. 35° 46' W. a distance of 127.25 feet to a point on the northerly line of Highway Loop 375; thence along said Highway Loop 375, S. 63° 54' W. a distance of 158.53 feet to the place of beginning, and containing 0.304 acre of land, more or less, as shown as Tract No. 2 on Exhibit "A" attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD, the above described premises unto Grantee and its assigns forever. And Grantor hereby binds itself and its assigns to warrant and forever defend all and singular the said premises unto said Grantee and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first hereinabove written.

CITY OF EL PASO, TEXAS

By _____

A C K N O W L E D G M E N T

STATE OF TEXAS)
) ss
COUNTY OF EL PASO)

I, _____, a Notary Public in and for said State and County, do hereby certify that _____

_____ personally known to me to be the same person and official who executed the above and foregoing instrument, appeared before me this day in person and acknowledged that as such official, he executed the above instrument as his free and voluntary act on behalf of the City of El Paso, Texas, pursuant to authority conferred by the governing body of said City.

Given under my hand and notary seal this _____ day of _____, 19____.

Notary Public

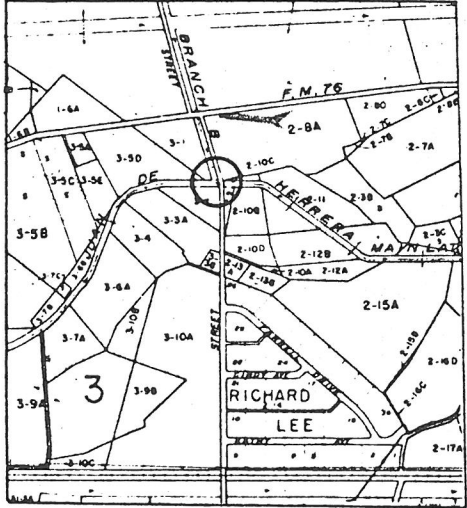
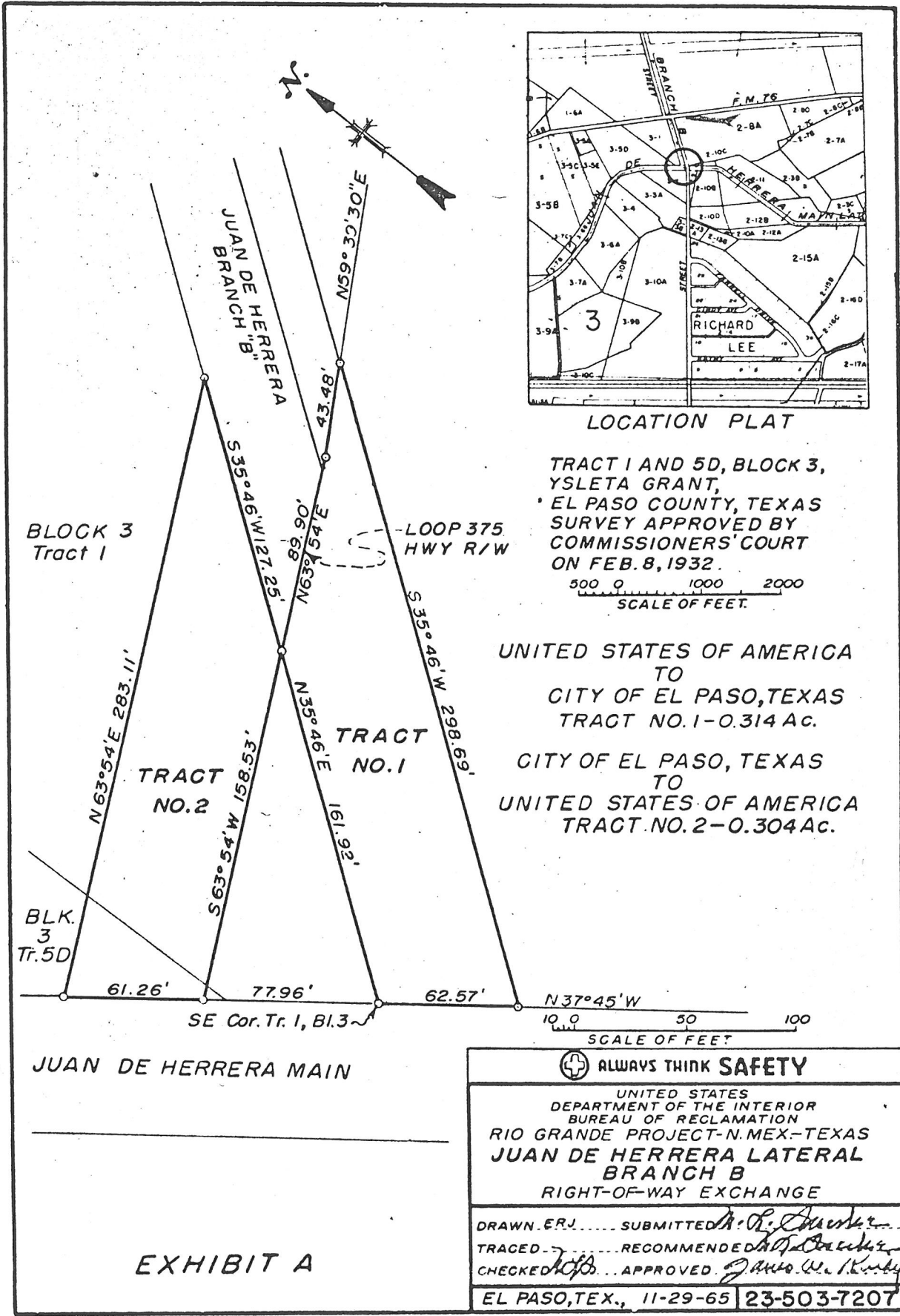
SEAL

My Commission Expires: _____

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XERO COPY

XERO COPY



LOCATION PLAT

TRACT 1 AND 5D, BLOCK 3,
 YSLETA GRANT,
 EL PASO COUNTY, TEXAS
 SURVEY APPROVED BY
 COMMISSIONERS' COURT
 ON FEB. 8, 1932.

500 0 1000 2000
 SCALE OF FEET.

UNITED STATES OF AMERICA
 TO
 CITY OF EL PASO, TEXAS
 TRACT NO. 1-0.314 Ac.
 CITY OF EL PASO, TEXAS
 TO
 UNITED STATES OF AMERICA
 TRACT NO. 2-0.304 Ac.

10 0 50 100
 SCALE OF FEET

JUAN DE HERRERA MAIN

EXHIBIT A

ALWAYS THINK SAFETY

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF RECLAMATION
 RIO GRANDE PROJECT-N. MEX.-TEXAS
 JUAN DE HERRERA LATERAL
 BRANCH B
 RIGHT-OF-WAY EXCHANGE

DRAWN ERJ SUBMITTED *A. R. ...*
 TRACED RECOMMENDED *A. R. ...*
 CHECKED *J. W. ...* ... APPROVED *J. W. ...*

EL PASO, TEX., 11-29-65 23-503-7207

XERO COPY XERO COPY XERO COPY

westerly line of the Juan de Herrera Main Lateral; thence along the westerly line of the Juan de Herrera Main Lateral N. 37° 45' W. a distance of 62.57 feet to the point of beginning, containing 0.314 acre of land, more or less, as shown as Tract No. 1 on Exhibit "A" attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD, the foregoing described lands, together with all and singular the rights, privileges, and appurtenances thereto in anywise belonging unto the said City of El Paso, Texas, its successors and assigns forever.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed in its name by Leon W. Hill, Regional Director, Region 5, Bureau of Reclamation, this _____ day of _____, 19_____.

UNITED STATES OF AMERICA

By _____
Regional Director, Region 5
Bureau of Reclamation

XERO

XERO

XERO

A C K N O W L E D G M E N T

STATE OF TEXAS)
) ss
COUNTY OF POTTER)

I, _____, a Notary
Public in and for said County and State, do hereby certify that

_____ personally known to me to be the same person and official who
executed the above and foregoing instrument, appeared before me
this day in person and acknowledged that as such official he executed
the above instrument as his free and voluntary act and deed on
behalf of the United States of America, pursuant to authority
conferred by law.

Given under my hand and notary seal this _____ day of
_____, 19_____.

Notary Public

SEAL

My Commission Expires:

EL PASO COUNTY WATER IMPROVEMENT DISTRICT No. 1

WITHIN THE RIO GRANDE FEDERAL IRRIGATION PROJECT

OFFICE OF MANAGER

SUITE 224 — SOUTHWEST CENTER
EL PASO, TEXAS 79901

December 7, 1965

DEC 8 1965

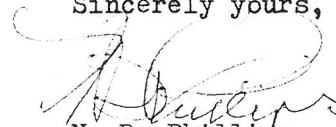
Mr. James W. Kirby
Acting Project Manager
United States Bureau of Reclamation
211 United States Court House
El Paso, Texas 79901

Dear Mr. Kirby:

Your communication of December 3rd, enclosing copy of a proposed "Agreement between the United States and the City of El Paso for the Exchange of Right of Way at the end of the Juan de Herrera Lateral, "Branch B", has been reviewed by this office.

Assuming this agreement is satisfactory to the Bureau this District approves the above mentioned copy as to form.

Sincerely yours,


N. B. Phillips
Manager

NBP:lw

EL PASO, TEXAS	
Route to:	Initials
Manager	✓
Asst. Mgr.	✓
Adm. Asst.	✓
Power	
Irrig.	
Engr. Dir.	✓
Off. Engr.	✓
Per.	✓
Finance	
Suppl.	
Secretary	
File	
Copy to: Date	
Execut. Board	
Let. Circul.	
Y-Info	

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 30 day of March, 1966, A. D., between the UNITED STATES OF AMERICA, hereinafter termed "Grantor," and the CITY OF EL PASO, EL PASO COUNTY, TEXAS, a municipal corporation hereinafter termed "Grantee," in pursuance of the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly Section 14 of the Act of August 4, 1939 (43 U.S.C. 389).

WITNESSETH:

WHEREAS, the United States of America and the City of El Paso, Texas, executed that certain agreement for the exchange of rights of way to accommodate relocation of the end of Juan de Herrera Lateral, Branch "B", dated December 16, 1965, which provides for an exchange of land requiring that Grantor herein shall quitclaim to Grantee herein certain lands as herein set forth; and

WHEREAS, it is the intent of Grantor to perform full that part of said contract which provides for such quitclaim conveyance.

NOW, THEREFORE, for and in consideration of the conveyance by Grantee of other lands, Grantor, does by these presents, quitclaim unto Grantee and its assigns the following described lands, to wit:

A piece or parcel of land situate, lying, and being in the County of El Paso, State of Texas, and being adjacent to the easterly line of Tract 10, Block 3, Ysleta Grant, and more particularly described by metes and bounds as follows, to wit:

BEGINNING at the southeasterly corner of Tract 10, Block 3, Ysleta Grant, being also the intersection of the easterly line of the Bureau of Reclamation's Juan de Herrera Main Lateral and the northerly line of the Juan de Herrera Lateral, Branch "B"; thence along the northerly line of the Juan de Herrera Lateral, Branch "B" N. 35° 46' E. a distance of 161.92 feet to a point on the northerly right-of-way line of Highway Loop 375; thence along the said right-of-way of Highway Loop 375 N. 63° 54' E. a distance of 89.90 feet and N. 59° 39' 30" E. a distance of 43.48 feet to a point on the southerly line of the Juan de Herrera Lateral,

Branch "B"; thence along the southerly line of the Juan de Herrera Lateral, Branch "B" S. $35^{\circ} 46'$ W. a distance of 298.69 feet to a point on the easterly line of the Juan de Herrera Main Lateral; thence along the easterly line of the Juan de Herrera Main Lateral N. $37^{\circ} 45'$ W. a distance of 62.57 feet to the point of beginning, containing 0.314 acre of land, more or less, as shown as Tract No. 1 on Exhibit "A" attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD, the foregoing described lands, together with all and singular the rights, privileges, and appurtenances thereto in anywise belonging unto the said City of El Paso, Texas, its successors and assigns forever.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed in its name by Leon W. Hill, Regional Director, Region 5, Bureau of Reclamation, this 30 day of March, 1966.

UNITED STATES OF AMERICA

By /sgd/ Leon W. Hill
Regional Director, Region 5
Bureau of Reclamation

A C K N O W L E D G M E N T

STATE OF TEXAS)
) ss
COUNTY OF POTTER)

I, Patsy R Sherwood, a Notary Public in and for said County and State, do hereby certify that

Leon W Hill Regional Director, personally known to me to be the same person and official who executed the above and foregoing instrument, appeared before me this day in person and acknowledged that as such official he executed the above instrument as his free and voluntary act and deed on behalf of the United States of America, pursuant to authority conferred by law.

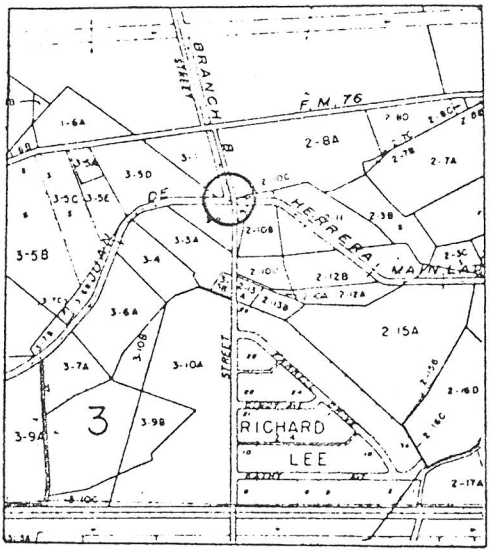
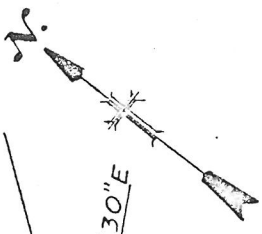
Given under my hand and notary seal this 30 day of March, 1966.

Patsy R Sherwood
Notary Public

SEAL

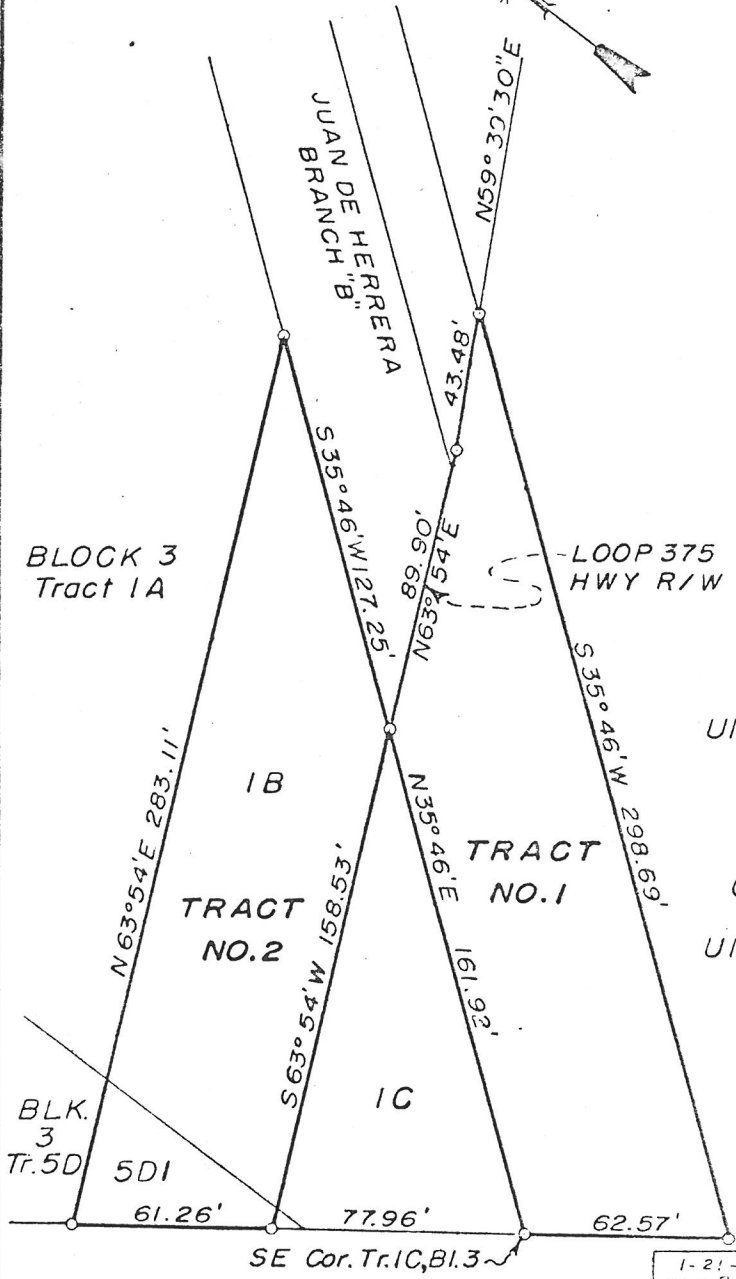
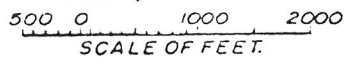
My Commission Expires:

June 1, 1966

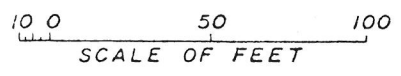


LOCATION PLAT

TRACT 1B AND 5DI, BLOCK 3,
YSLETA GRANT,
EL PASO COUNTY, TEXAS
SURVEY APPROVED BY
COMMISSIONERS' COURT
ON FEB. 8, 1932.



UNITED STATES OF AMERICA
TO
CITY OF EL PASO, TEXAS
TRACT NO. 1-0.314 Ac.
CITY OF EL PASO, TEXAS
TO
UNITED STATES OF AMERICA
TRACT NO. 2-0.304 Ac.



JUAN DE HERRERA MAIN

EXHIBIT A

1-21-66 TRACT NUMBERS ADDED / CORRECTED
503 7220

⊕ ALWAYS THINK SAFETY

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
RIO GRANDE PROJECT-N. MEX.-TEXAS
JUAN DE HERRERA LATERAL
BRANCH B
RIGHT-OF-WAY EXCHANGE

DRAWN E.R.J. SUBMITTED [Signature]
TRACED [Signature] RECOMMENDED [Signature]
CHECKED [Signature] APPROVED [Signature]

EL PASO, TEX., 11-29-65 23-503-7207



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRANDE PROJECT
211 U. S. COURT HOUSE
EL PASO, TEXAS 79901

March 11, 1966

IN REPLY
REFER TO:

RIO GRANDE

380.

MAR 14 1966		
CODE	OUT	INITIAL
400	3/29	[initials]

3-31-66

To: Regional Director
Attention: 5-425

From: Acting Project Manager

Subject: Agreement for exchange of right-of-way with the City of
El Paso, Texas, Contract No. 14-06-503-1620, dated
December 16, 1965— Rio Grande Project

The City of El Paso has accomplished the relocation of the Juan de Herrera Lateral, Branch "B," as stipulated in Article 3 of Contract No. 14-06-503-1620. The City has now conveyed to the United States right-of-way as provided for in Article 2, and has procured title insurance as called for in Article 4. Submitted for legal review is the original recorded deed and the insurance policy.

The agreement also stipulates that upon completion of the relocation work, and upon conveyance by the City of land described as Tract No. 2 on Exhibit "A," the United States will convey to the City Tract No. 1. Enclosed, in duplicate, is the Quitclaim Deed to be executed by the Regional Director.

A Certificate of Inspection and Possession, executed by Mr. S. A. Bock, is also submitted.

Please advise what further action is required to conclude this exchange.

NOTICE!
If you detach enclosures,
please initial _____

James W. Kirby
James W. Kirby

Enclosures:

1. Deed, City of El Paso to U.S.A.
2. Resolution
3. Insurance Policy
4. Certificate of Inspection and Possession
5. Copy of Contract No. 14-06-503-1620
6. Deed, U.S.A. to City of El Paso

55-12

85874

~~85449~~

EXHIBIT "C"

D E E D

THIS DEED, made this 23 day of December, 1965, A. D., between the CITY OF EL PASO, EL PASO COUNTY, TEXAS, a municipal corporation, hereinafter termed "Grantor," and the UNITED STATES OF AMERICA, hereinafter termed "Grantee," in pursuance of the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly Section 14 of the Act of August 4, 1939 (43 U.S.C. 389).

WITNESSETH:

WHEREAS, United States of America and the City of El Paso executed that certain agreement for the exchange of rights of way for the relocation of the end of Juan de Herrera Lateral Branch "B" dated December 16, 1965, which provides for an exchange of lands requiring that Grantor herein shall convey to Grantee herein by deed certain lands as therein set forth; and

WHEREAS, it is the intent of Grantor to perform fully that part of said contract which provides for conveyance by it.

NOW, THEREFORE, for and in consideration of the quitclaiming by Grantee of other lands, Grantor, does by these presents grant and convey unto Grantee and its assigns the following described lands, to-wit:

A piece or parcel of land situate, lying, and being in the County of El Paso, State of Texas, and being all of Tracts 1B and 5D1, Block 3, Ysleta Grant, and more particularly described by metes and bounds as follows, to-wit:

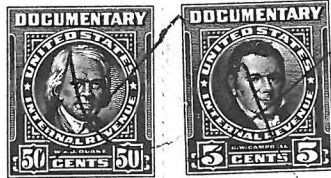
BEGINNING at the intersection of the westerly right-of-way line of the Bureau of Reclamation's Juan de Herrera Main Lateral and the northerly right-of-way line of Highway Loop 375 from which the southeasterly corner of Tract 1C, Block 3, Ysleta Grant, bears S. 37° 45' E. a distance of 77.96 feet; thence along the westerly line of the Juan de Herrera Main Lateral N. 37° 45' W. a distance of 61.26 feet; thence N. 63° 54' E. a distance of 283.11 feet to a point on the easterly line of Tract 1A, Block 3, Ysleta Grant; thence along the

REEL
Book
108 1364
~~108 0095~~

easterly line of said Tract 1B, S. 35° 46' W. a distance of 127.25 feet to a point on the northerly line of Highway Loop 375; thence along said Highway Loop 375, S. 63° 54' W. a distance of 158.53 feet to the place of beginning, and containing 0.304 acre of land, more or less, as shown as Tract No. 2 on Exhibit "A" attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD, the above described premises unto Grantee and its assigns forever. And Grantor hereby binds itself and its assigns to warrant and forever defend all and singular the said premises unto said Grantee and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first hereinabove written.



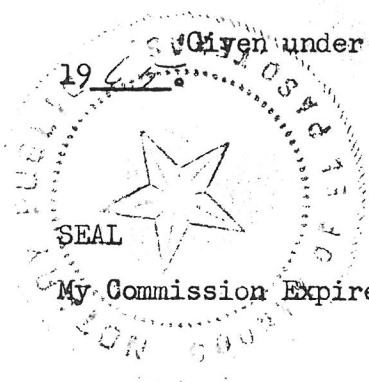
CITY OF EL PASO, TEXAS

By Judson F. Williams
Mayor

A C K N O W L E D G M E N T

STATE OF TEXAS)
) ss
COUNTY OF EL PASO)

I, Mary Lou Emig, a Notary Public in and for said State and County, do hereby certify that Judson F. Williams, Mayor, personally known to me to be the same person and official who executed the above and foregoing instrument, appeared before me this day in person and acknowledged that as such official, he executed the above instrument as his free and voluntary act on behalf of the City of El Paso, Texas, pursuant to authority conferred by the governing body of said City, and for the purposes and consideration therein expressed.



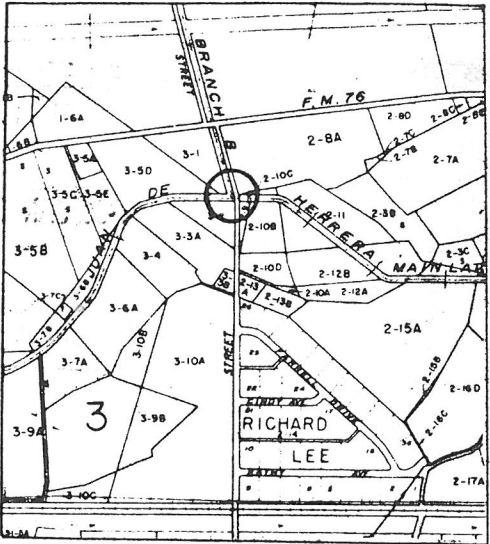
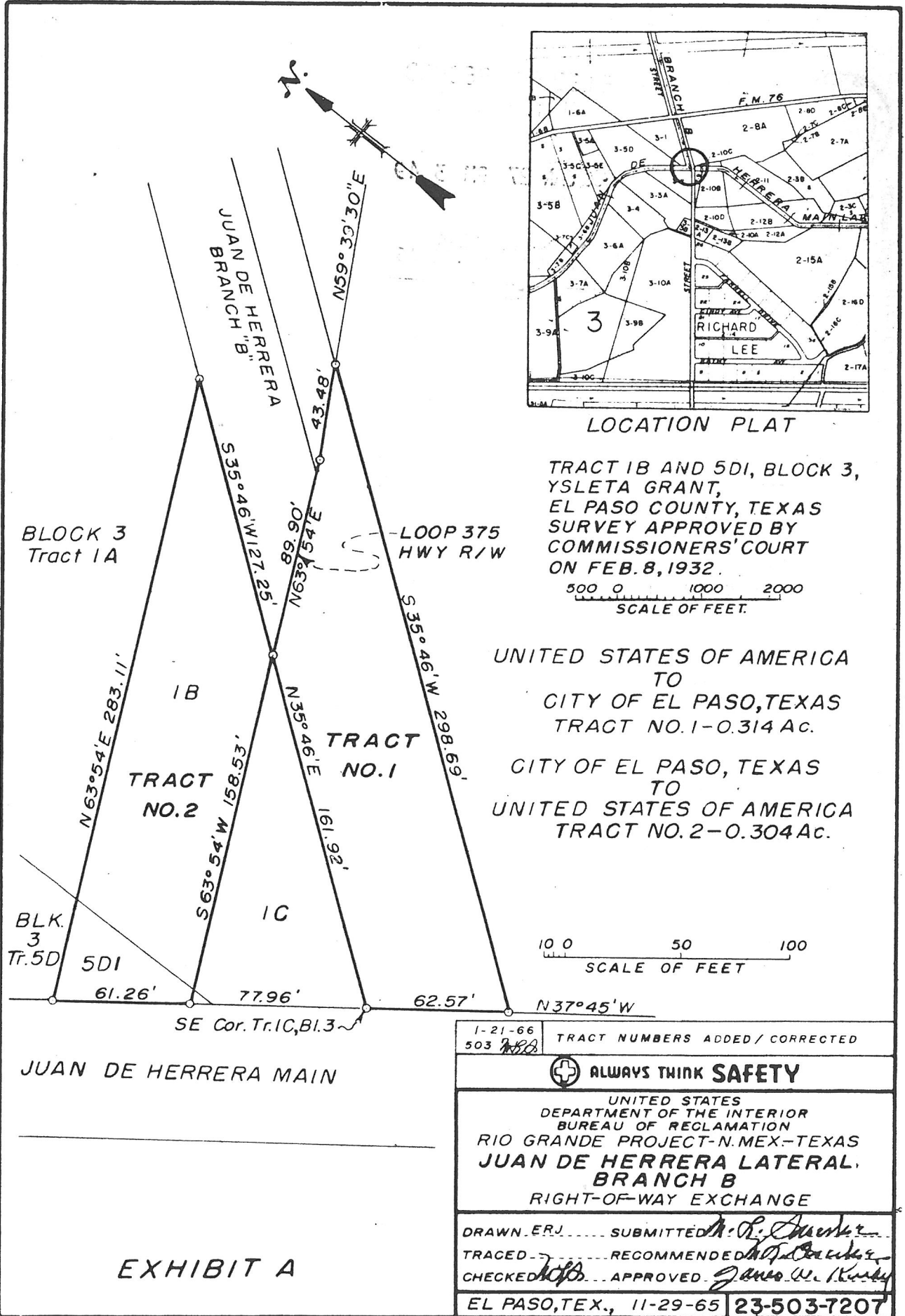
Given under my hand and notary seal this 23rd day of December 1965.

Mary Lou Emig
Notary Public

MARY LOU EMIG
In and for the State of Texas
My Commission Expires June 1, 1967

108 1365

~~108 0096~~



LOCATION PLAT

TRACT 1B AND 5DI, BLOCK 3,
YSLETA GRANT,
EL PASO COUNTY, TEXAS
SURVEY APPROVED BY
COMMISSIONERS' COURT
ON FEB. 8, 1932.

500 0 1000 2000
SCALE OF FEET.

UNITED STATES OF AMERICA
TO
CITY OF EL PASO, TEXAS
TRACT NO. 1-0.314 Ac.
CITY OF EL PASO, TEXAS
TO
UNITED STATES OF AMERICA
TRACT NO. 2-0.304 Ac.

10 0 50 100
SCALE OF FEET

JUAN DE HERRERA MAIN

EXHIBIT A

1-21-66 TRACT NUMBERS ADDED / CORRECTED
503 ~~788~~

ALWAYS THINK SAFETY

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
RIO GRANDE PROJECT-N.MEX-TEXAS
JUAN DE HERRERA LATERAL,
BRANCH B
RIGHT-OF-WAY EXCHANGE

DRAWN ERJ SUBMITTED *M. R. [Signature]*
TRACED RECOMMENDED *[Signature]*
CHECKED *[Signature]* APPROVED *JAMES W. [Signature]*

EL PASO, TEX., 11-29-65 23-503-7207

108 1366 ~~108 0097~~

ORIGINAL

Contract No. 14-06-503-1620

1965

*1st Justice District
This should have been
presented to the U.S. CAS
by [unclear]
under [unclear] contract
[unclear]
[unclear]
[unclear]*

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

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE CITY
OF EL PASO, TEXAS, FOR THE EXCHANGE OF RIGHT OF WAY FOR THE
RELOCATION OF THE END OF JUAN DE HERRERA LATERAL, BRANCH "B"

THIS AGREEMENT, made this 16th day of December,
1965, in pursuance of the Act of Congress of June 17, 1902
(32 Stat. 388), and acts amendatory thereof and supplementary thereto,
particularly the Reclamation Project Act of 1939 (53 Stat. 1187),
between the UNITED STATES OF AMERICA, hereinafter styled United States,
acting by and through the officer executing this agreement, herein-
after termed "Contracting Officer," and the CITY OF EL PASO, TEXAS,
hereinafter styled "City."

*10
73
CITY OF EL PASO
DEC 1965*

WITNESSETH THAT:

WHEREAS, the City is acquiring right of way for the construc-
tion of a traffic interchange road, designated as Loop 375, located in
the easterly section of the City; and

WHEREAS, the location of Loop 375 will require crossing of
the irrigation and drainage facilities of the Rio Grande Project in
El Paso Valley, including the relocation and reconstruction of the
end segment of Juan de Herrera Lateral, Branch "B"; and

WHEREAS, the construction of Loop 375 is an improvement for
the benefit of the citizens of the City, and will also be of benefit
to the water users and landowners in the El Paso Valley of the Rio
Grande Irrigation Project.

NOW, THEREFORE, for and in consideration of the mutual agree-
ments and covenants herein contained, the parties hereto agree as
follows:

1. The United States will, upon completion by City of all relocation work hereinafter described, and upon conveyance by City of the hereinafter described Tract No. 2 to the United States, convey to the City by quitclaim deed in the form of Exhibit "B", attached hereto and by this reference made a part hereof, the following described land:

A piece or parcel of land situate, lying, and being in the County of El Paso, State of Texas, and being adjacent to the easterly line of Tract 1, Block 3, Ysleta Grant, and more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the southeasterly corner of Tract 1, Block 3, Ysleta Grant, being also the intersection of the westerly line of the Bureau of Reclamation's Juan de Herrera Main Lateral and the northerly line of the Juan de Herrera Lateral, Branch "B"; thence along the northerly line of the Juan de Herrera Lateral, Branch "B" N. $35^{\circ} 46'$ E. a distance of 161.92 feet to a point on the northerly right-of-way line of Highway Loop 375; thence along the said right-of-way of Highway Loop 375 N. $63^{\circ} 54'$ E. a distance of 89.90 feet and N. $59^{\circ} 39' 30''$ E. a distance of 43.48 feet to a point on the southerly line of the Juan de Herrera Lateral, Branch "B"; thence along the southerly line of the Juan de Herrera Lateral, Branch "B" S. $35^{\circ} 46'$ W. a distance of 298.69 feet to a point on the westerly line of the Juan de Herrera Main Lateral; thence along the westerly line of the Juan de Herrera Main Lateral N. $37^{\circ} 45'$ W. a distance of 62.57 feet to the point of beginning, containing 0.314 acre of land, more or less, as shown as Tract No. 1 on Exhibit "A" attached hereto and by this reference made a part hereof.

2. City will, upon completion of the relocation work herein contemplated, convey to the United States by deed in the form of Exhibit "C", attached hereto and by this reference made a part hereof, the following described land:

A piece or parcel of land situate, lying, and being in the County of El Paso, State of Texas, and being a part of Tracts 1 and 5D, Block 3, Ysleta Grant, and more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the intersection of the westerly right-of-way line of the Bureau of Reclamation 's Juan de Herrera Main Lateral and the northerly right-of-way line of Highway Loop 375 from which the southeasterly corner of Tract 1, Block 3, Ysleta Grant, bears S. 37° 45' E. a distance of 77.96 feet; thence along the westerly line of the Juan de Herrera Main Lateral N. 37° 45' W. a distance of 61.26 feet; thence N. 63° 54' E. a distance of 283.11 feet to a point on the easterly line of Tract 1, Block 3, Ysleta Grant; thence along the easterly line of said Tract 1, S. 35° 46' W. a distance of 127.25 feet to a point on the northerly line of Highway Loop 375; thence along said Highway Loop 375, S. 63° 54' W. a distance of 158.53 feet to the place of beginning, and containing 0.304 acre of land, more or less, as shown as Tract No. 2 on Exhibit "A" attached hereto and by reference made a part hereof.

3. City shall, at its sole cost and expense, accomplish all of the relocation work necessary to conform the Juan de Herrera Lateral, Branch "B" to Loop 375. The City shall accomplish the relocation work in conformance with plans and specifications approved in advance in writing by the Project Manager of the Rio Grande Irrigation Project, and to the satisfaction of said Project Manager.

4. City shall procure and have recorded without cost to the United States all assurances of title and affidavits which City is advised by United States are necessary and proper to show in City complete fee simple unencumbered title to Tract No. 2 as shown on Exhibit "A" subject only to outstanding interests expressly provided herein. City shall make available to the United States abstracts covering lands to be conveyed by City, or at its option City may provide certificates of title or title insurance by a company acceptable to the United States, insuring title in the United States, of land to be conveyed to the United States. Liens or encumbrances existing against the property to be conveyed to the United States, if any, shall be removed by City at its expense prior to conveyance to the United States. The conveyance may be made by City subject to rights of way of any nature of record and in use.

5. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

6. During the performance of this contract, the City, hereinafter in this article termed contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized by Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. The City warrants that no person or agency has been employed or retained to solicit or secure this agreement upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the City for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this agreement without liability or in its discretion to require the City to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

8. The parties agree that in connection with this contract, City shall have no right whatever to represent in any manner that it is acting for or on behalf of the United States, or to make any representations whatever concerning the liability of the United States hereunder, or to attempt to incur any obligation for or on behalf of

United States or in the name of United States, it being specifically understood and agreed that City shall at all times act as an independent contractor on its own behalf, subject only to limitations and conditions contained in this contract.

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

UNITED STATES OF AMERICA

By James W. Kirby
James W. Kirby, Acting Project Manager
Rio Grande Project
Bureau of Reclamation

CITY OF EL PASO, TEXAS

By J. Williams
Mayor

(SEAL)

ATTEST:

By RH Gabel
City Clerk

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign an agreement with the United States for the exchange of right of way for the relocation of the End of Juan de Herrera Lateral, Branch "B".

ADOPTED this 9th day of December, 1965.



Mayor

ATTEST:

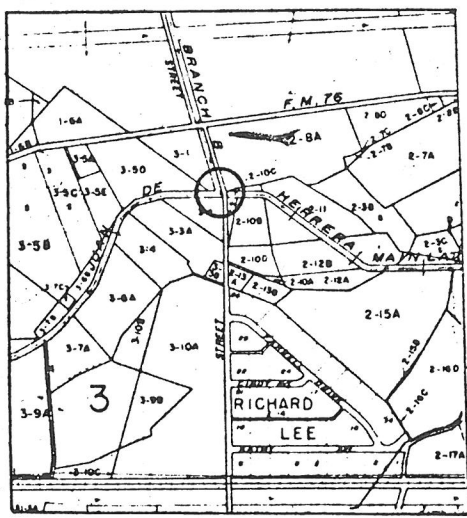
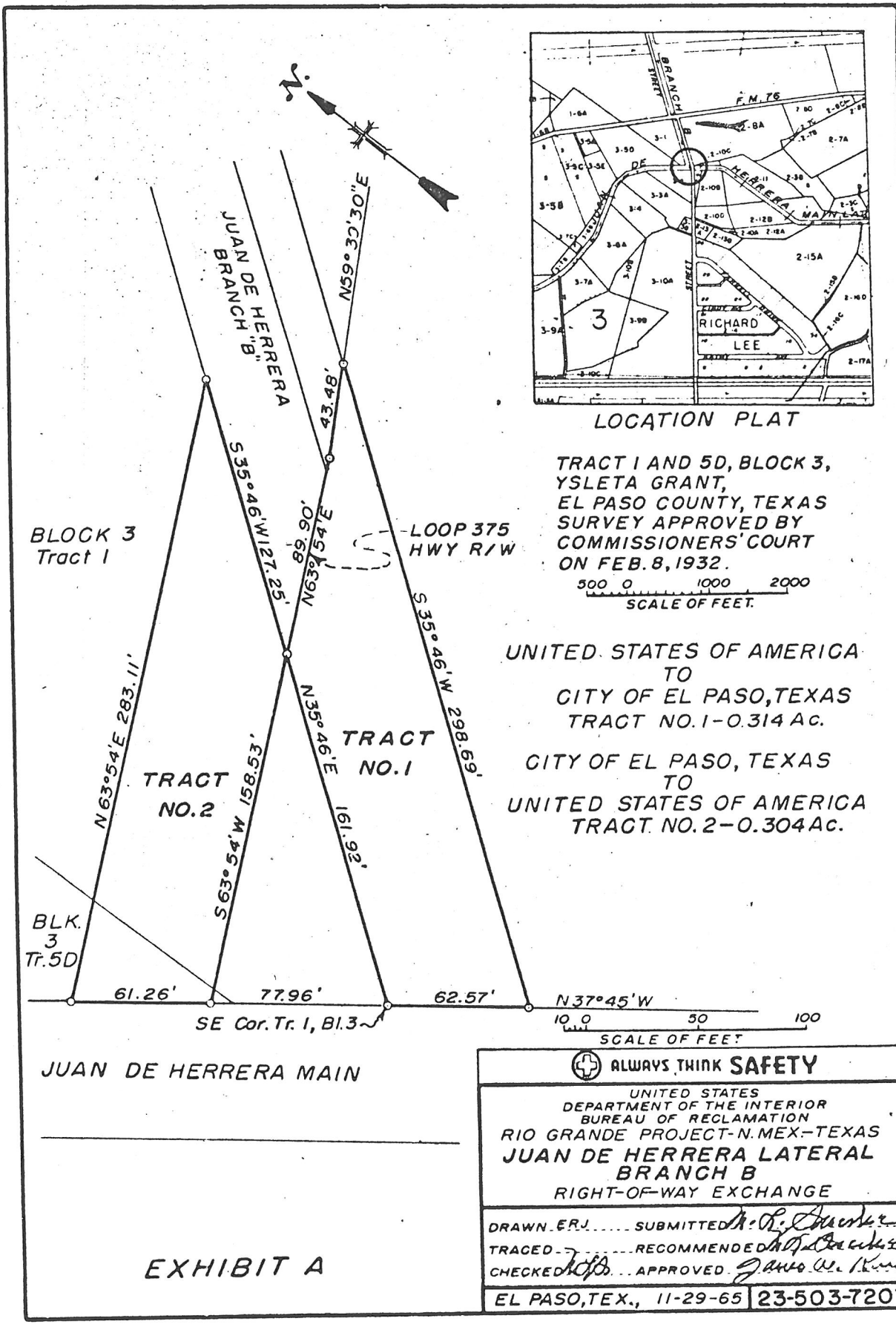


City Clerk

XERO COPY

XERO COPY

XERO COPY



LOCATION PLAT

TRACT 1 AND 5D, BLOCK 3,
 YSLETA GRANT,
 EL PASO COUNTY, TEXAS
 SURVEY APPROVED BY
 COMMISSIONERS' COURT
 ON FEB. 8, 1932.

500 0 1000 2000
 SCALE OF FEET.

UNITED STATES OF AMERICA
 TO
 CITY OF EL PASO, TEXAS
 TRACT NO. 1-0.314 Ac.
 CITY OF EL PASO, TEXAS
 TO
 UNITED STATES OF AMERICA
 TRACT NO. 2-0.304 Ac.

10 0 50 100
 SCALE OF FEET

JUAN DE HERRERA MAIN

EXHIBIT A

⊕ ALWAYS THINK SAFETY

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF RECLAMATION
 RIO GRANDE PROJECT-N.MEX-TEXAS
 JUAN DE HERRERA LATERAL
 BRANCH B
 RIGHT-OF-WAY EXCHANGE

DRAWN E.R.J. ... SUBMITTED *M. R. ...*
 TRACED ... RECOMMENDED *M. R. ...*
 CHECKED *J.P.B.* ... APPROVED *J. ...*

EL PASO, TEX., 11-29-65 23-503-7207



UNITED STATES
DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

REGIONAL OFFICE - REGION 5
P. O. BOX 1609
AMARILLO, TEXAS 79105

IN REPLY
REFER TO:

5-425

MAR 30 1966

Route to:	Initials
Proj. Mgr.	JK
Engr. Div.	AKP
Power Div.	
Adm. Serv. Div.	

To: Acting Project Manager, El Paso, Texas

From: Regional Director

Subject: Exchange of right-of-way with the city of El Paso,
Contract No. 14-06-503-1620, Quitclaim Deed--
Rio Grande Project, Texas-New Mexico
(Your letter of March 11)

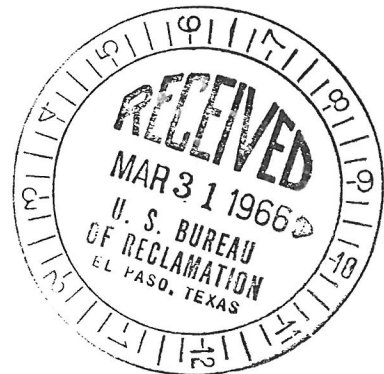
Enclosed are the original and one copy of a Quitclaim Deed which I have executed on behalf of the United States as requested in your letter and as provided for in the above-mentioned contract.

The original instrument should be delivered to the city of El Paso, and the copy is for your files and information.

Leon W Hill

Enclosure

cc:
Field Solicitor, Amarillo, Texas
(w/o encl.)



OFFICIAL FILE COPY

Date	Surname	Code
	<i>[Signature]</i>	
	<i>[Signature]</i>	

March 11, 1966

To: Regional Director
Attention: 5-425

From: Acting Project Manager

Subject: Agreement for exchange of right-of-way with the City of El Paso, Texas, Contract No. 14-06-503-1620, dated December 16, 1965- Rio Grande Project

The City of El Paso has accomplished the relocation of the Juan de Herrera Lateral, Branch "B," as stipulated in Article 3 of Contract No. 14-06-503-1620. The City has now conveyed to the United States right-of-way as provided for in Article 2, and has procured title insurance as called for in Article 4. Submitted for legal review is the original recorded deed and the insurance policy.

The agreement also stipulates that upon completion of the relocation work, and upon conveyance by the City of land described as Tract No. 2 on Exhibit "A," the United States will convey to the City Tract No. 1. Enclosed, in duplicate, is the Quitclaim Deed to be executed by the Regional Director.

A Certificate of Inspection and Possession, executed by Mr. S. A. Bock, is also submitted.

Please advise what further action is required to conclude this exchange.

James W. Kirby

Enclosures:

1. Deed, City of El Paso to U.S.A.
2. Resolution
3. Insurance Policy
4. Certificate of Inspection and Possession
5. Copy of Contract No. 14-06-503-1620
6. Deed, U.S.A. to City of El Paso

CERTIFICATE OF INSPECTION AND POSSESSION

I, S. A. Bock, Civil Engineer, Rio Grande Project, Bureau of Reclamation, Department of Interior, hereby certify that on the 11th day of MARCH 1966, I made a personal examination and inspection of that certain tract or parcel of land situated in the County of El Paso, State of Texas, designated as Tract No. 2 on Exhibit "A", and containing 0.304 acre, proposed to be acquired by the United States of America in connection with the Rio Grande Project, from the City of El Paso, El Paso County, Texas, a municipal corporation.

1. That I am fully informed as to the boundaries, lines and corners of said tract; that I found no evidence of any work or labor having been performed or any materials having been furnished in connection with the making of any repairs or improvements on said land; and that I made careful inquiry of the above named vendor (and of the occupants of said land) and ascertaining that nothing has been done on or about said premises within the past 12 months that would entitle any person to a lien upon said premises for work or labor performed or materials furnished.

2. That I also made inquiry of the above-named vendor (and of all occupants of said land) as to their rights of possession and the rights of possession of any person or 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 vendor or the United States of America.

3. That I was informed by the above-named vendor (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, agricultural, manufacturing or other purpose; nor any exploration or operations whatever for the development of coal, oil, gas, or other minerals on said lands; and that there are no possessory rights now in existence owned or being actively exercised by any third party under any reservation contained in any patent or patents heretofore issued by the United States for said land.

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

6. That said premises are now wholly unoccupied and vacant except for the occupancy of None as tenant(s), at will, from whom disclaimer(s) of all right, title, and interest in and to said premises, executed on the _____ day of _____, 19____, has(have) been obtained.

Dated this 11th day of MARCH, 1966.

Approved:

James W. Kirby - Acting Project Manager

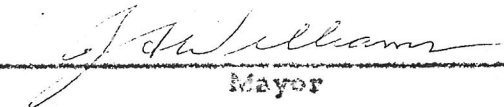
XERO COPY XERO COPY XERO COPY

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:


That the Mayor be authorized to sign a deed conveying to the United States of America 0.304 acres of land out of Tracts 1 and 5D, Block 3, Ysleta City, in compliance with the obligation undertaken by the City in the agreement with the United States, dated December 16, 1965, for the exchange of certain lands.

ADOPTED this 23rd day of December, 1965.



Mayor

ATTEST:



City Clerk

380/-

Form 7-1596
(11-61)
Bureau of Reclamation

WHY WAS THIS NOT
RECORDED ???
NOT JUDSON IN DIRECT
WITH U.S.A. GRANTOR

MLScnr

OFFICIAL FILE COPY

Date	Surname	Code
	JWS	
	Jynn	

March 31, 1966

Hon. Judson F. Williams, Mayor
City of El Paso, Texas
City-County Building
El Paso, Texas 79901

Dear Mayor Williams:

Enclosed is a Quitclaim Deed, conveying to the City of El Paso
0.314 acre of land, as provided for in Contract No. 14-06-503-1620,
dated December 16, 1965, "Agreement Between the United States of
America and the City of El Paso, Texas, for the Exchange of
Right-of-Way for the Relocation of the End of Juan de Herrera
Lateral, Branch "B" ".

Sincerely yours,

James W. Kirby
Acting Project Manager

Enclosure
Quitclaim Deed

cc:
Mr. George P. Deiter, Public Works Director
(w/o enclosure)

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this _____ day of _____, 19____, A.D., between the UNITED STATES OF AMERICA, hereinafter termed "Grantor", and the CITY OF EL PASO, EL PASO COUNTY, TEXAS, a municipal corporation hereinafter termed "Grantee", in pursuance of the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly Section 14 of the Act of August 4, 1939 (43 U.S.C. 389).

WITNESSETH:

WHEREAS, the United States of America and the City of El Paso, Texas, executed that certain agreement for the exchange of rights of way to accommodate relocation of the end of Juan de Herrera Lateral, Branch "B", dated _____, 19____, which provides for an exchange of lands requiring that Grantor herein shall quitclaim to Grantee herein certain lands as herein set forth; and

WHEREAS, it is the intent of Grantor to perform full that part of said contract which provides for such quitclaim conveyance.

NOW, THEREFORE, for and in consideration of the conveyance by Grantee of other lands, Grantor, does by these presents, quitclaim unto Grantee and its assigns the following described lands, to-wit:

A piece or parcel of land situate, lying, and being in the County of El Paso, State of Texas, and being adjacent to the easterly line of Tract 1, Block 3, Ysleta Grant, and more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the southeasterly corner of Tract 1, Block 3, Ysleta Grant, being also the intersection of the westerly line of the Bureau of Reclamation's Juan de Herrera Main Lateral and the northerly line of the Juan de Herrera Lateral, Branch "B"; thence along the northerly line of the Juan de Herrera Lateral, Branch "B" N. 35° 46' E. a distance of 161.92 feet to a point on the northerly right-of-way line of Highway Loop 375; thence along the said right-of-way of Highway Loop 375 N. 63° 54' E. a distance of 89.90 feet and N. 59° 39' 30" E. a distance of 43.48 feet to a point on the southerly line of the Juan de Herrera Lateral, Branch "B"; thence along the southerly line of the Juan de Herrera Lateral, Branch "B" S. 35° 46' W. a distance of 298.69 feet to a point on the

ORIGINAL

Contract No. 14-06-503-1620

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

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE CITY
OF EL PASO, TEXAS, FOR THE EXCHANGE OF RIGHT OF WAY FOR THE
RELOCATION OF THE END OF JUAN DE HERRERA LATERAL, BRANCH "B"

THIS AGREEMENT, made this 16th day of December,
1965, in pursuance of the Act of Congress of June 17, 1902
(32 Stat. 388), and acts amendatory thereof and supplementary thereto,
particularly the Reclamation Project Act of 1939 (53 Stat. 1187),
between the UNITED STATES OF AMERICA, hereinafter styled United States,
acting by and through the officer executing this agreement, hereinafter
termed "Contracting Officer," and the CITY OF EL PASO, TEXAS,
hereinafter styled "City."

WITNESSETH THAT:

WHEREAS, the City is acquiring right of way for the construction of a traffic interchange road, designated as Loop 375, located in the easterly section of the City; and

WHEREAS, the location of Loop 375 will require crossing of the irrigation and drainage facilities of the Rio Grande Project in El Paso Valley, including the relocation and reconstruction of the end segment of Juan de Herrera Lateral, Branch "B"; and

WHEREAS, the construction of Loop 375 is an improvement for the benefit of the citizens of the City, and will also be of benefit to the water users and landowners in the El Paso Valley of the Rio Grande Irrigation Project.

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties hereto agree as follows:

XERO
COPY

XERO
COPY

XERO
COPY

1. The United States will, upon completion by City of all relocation work hereinafter described, and upon conveyance by City of the hereinafter described Tract No. 2 to the United States, convey to the City by quitclaim deed in the form of Exhibit "B", attached hereto and by this reference made a part hereof, the following described land:

A piece or parcel of land situate, lying, and being in the County of El Paso, State of Texas, and being adjacent to the easterly line of Tract 1, Block 3, Ysleta Grant, and more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the southeasterly corner of Tract 1, Block 3, Ysleta Grant, being also the intersection of the westerly line of the Bureau of Reclamation's Juan de Herrera Main Lateral and the northerly line of the Juan de Herrera Lateral, Branch "B"; thence along the northerly line of the Juan de Herrera Lateral, Branch "B" N. $35^{\circ} 46'$ E. a distance of 161.92 feet to a point on the northerly right-of-way line of Highway Loop 375; thence along the said right-of-way of Highway Loop 375 N. $63^{\circ} 54'$ E. a distance of 89.90 feet and N. $59^{\circ} 39' 30''$ E. a distance of 43.48 feet to a point on the southerly line of the Juan de Herrera Lateral, Branch "B"; thence along the southerly line of the Juan de Herrera Lateral, Branch "B" S. $35^{\circ} 46'$ W. a distance of 298.69 feet to a point on the westerly line of the Juan de Herrera Main Lateral; thence along the westerly line of the Juan de Herrera Main Lateral N. $37^{\circ} 45'$ W. a distance of 62.57 feet to the point of beginning, containing 0.314 acre of land, more or less, as shown as Tract No. 1 on Exhibit "A" attached hereto and by this reference made a part hereof.

2. City will, upon completion of the relocation work herein contemplated, convey to the United States by deed in the form of Exhibit "C", attached hereto and by this reference made a part hereof, the following described land:

A piece or parcel of land situate, lying, and being in the County of El Paso, State of Texas, and being a part of Tracts 1 and 5D, Block 3, Ysleta Grant, and more particularly described by metes and bounds as follows, to-wit:

XERO XERO XERO

BEGINNING at the intersection of the westerly right-of-way line of the Bureau of Reclamation 's Juan de Herrera Main Lateral and the northerly right-of-way line of Highway Loop 375 from which the southeasterly corner of Tract 1, Block 3, Ysleta Grant, bears S. 37° 45' E. a distance of 77.96 feet; thence along the westerly line of the Juan de Herrera Main Lateral N. 37° 45' W. a distance of 61.26 feet; thence N. 63° 54' E. a distance of 283.11 feet to a point on the easterly line of Tract 1, Block 3, Ysleta Grant; thence along the easterly line of said Tract 1, S. 35° 46' W. a distance of 127.25 feet to a point on the northerly line of Highway Loop 375; thence along said Highway Loop 375, S. 63° 54' W. a distance of 158.53 feet to the place of beginning, and containing 0.304 acre of land, more or less, as shown as Tract No. 2 on Exhibit "A" attached hereto and by reference made a part hereof.

3. City shall, at its sole cost and expense, accomplish all of the relocation work necessary to conform the Juan de Herrera Lateral, Branch "B" to Loop 375. The City shall accomplish the relocation work in conformance with plans and specifications approved in advance in writing by the Project Manager of the Rio Grande Irrigation Project, and to the satisfaction of said Project Manager.

4. City shall procure and have recorded without cost to the United States all assurances of title and affidavits which City is advised by United States are necessary and proper to show in City complete fee simple unencumbered title to Tract No. 2 as shown on Exhibit "A" subject only to outstanding interests expressly provided herein. City shall make available to the United States abstracts covering lands to be conveyed by City, or at its option City may provide certificates of title or title insurance by a company acceptable to the United States, insuring title in the United States, of land to be conveyed to the United States. Liens or encumbrances existing against the property to be conveyed to the United States, if any, shall be removed by City at its expense prior to conveyance to the United States. The conveyance may be made by City subject to rights of way of any nature of record and in use.

5. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

6. During the performance of this contract, the City, hereinafter in this article termed contractor agrees as follows:

XERO COPY XERO COPY XERO COPY

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

XERO XERO XERO

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized by Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. The City warrants that no person or agency has been employed or retained to solicit or secure this agreement upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the City for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this agreement without liability or in its discretion to require the City to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

8. The parties agree that in connection with this contract, City shall have no right whatever to represent in any manner that it is acting for or on behalf of the United States, or to make any representations whatever concerning the liability of the United States hereunder, or to attempt to incur any obligation for or on behalf of

XERO COPY

XERO COPY

XERO COPY

United States or in the name of United States, it being specifically understood and agreed that City shall at all times act as an independent contractor on its own behalf, subject only to limitations and conditions contained in this contract.

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

UNITED STATES OF AMERICA

By James W. Kirby
James W. Kirby, Acting Project Manager
Rio Grande Project
Bureau of Reclamation

CITY OF EL PASO, TEXAS

By John Williams
Mayor

(SEAL)

ATTEST:

By W. H. Gabel
City Clerk

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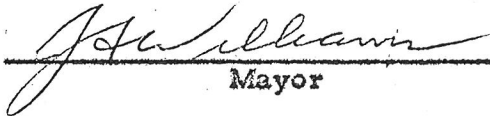
RESOLUTION

Will BE FILED IN CITY HALL RECORDS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:


That the Mayor be authorized to sign an agreement with the United States for the exchange of right of way for the relocation of the End of Juan de Herrera Lateral, Branch "B".

ADOPTED this 9th day of December, 1965.



Mayor

ATTEST:



City Clerk

EXHIBIT "B"

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this _____ day of _____, 19____, A.D., between the UNITED STATES OF AMERICA, hereinafter termed "Grantor", and the CITY OF EL PASO, EL PASO COUNTY, TEXAS, a municipal corporation hereinafter termed "Grantee", in pursuance of the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly Section 14 of the Act of August 4, 1939 (43 U.S.C. 389).

WITNESSETH:

WHEREAS, the United States of America and the City of El Paso, Texas, executed that certain agreement for the exchange of rights of way to accommodate relocation of the end of Juan de Herrera Lateral, Branch "B", dated _____, 19____, which provides for an exchange of lands requiring that Grantor herein shall quitclaim to Grantee herein certain lands as herein set forth; and

WHEREAS, it is the intent of Grantor to perform full that part of said contract which provides for such quitclaim conveyance.

NOW, THEREFORE, for and in consideration of the conveyance by Grantee of other lands, Grantor, does by these presents, quitclaim unto Grantee and its assigns the following described lands, to-wit:

A piece or parcel of land situate, lying, and being in the County of El Paso, State of Texas, and being adjacent to the easterly line of Tract 1, Block 3, Ysleta Grant, and more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the southeasterly corner of Tract 1, Block 3, Ysleta Grant, being also the intersection of the westerly line of the Bureau of Reclamation's Juan de Herrera Main Lateral and the northerly line of the Juan de Herrera Lateral, Branch "B"; thence along the northerly line of the Juan de Herrera Lateral, Branch "B" N. 35° 46' E. a distance of 161.92 feet to a point on the northerly right-of-way line of Highway Loop 375; thence along the said right-of-way of Highway Loop 375 N. 63° 54' E. a distance of 89.90 feet and N. 59° 39' 30" E. a distance of 43.48 feet to a point on the southerly line of the Juan de Herrera Lateral, Branch "B"; thence along the southerly line of the Juan de Herrera Lateral, Branch "B" S. 35° 46' W. a distance of 298.69 feet to a point on the

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westerly line of the Juan de Herrera Main Lateral; thence along the westerly line of the Juan de Herrera Main Lateral N. 37° 45' W. a distance of 62.57 feet to the point of beginning, containing 0.314 acre of land, more or less, as shown as Tract No. 1 on Exhibit "A" attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD, the foregoing described lands, together with all and singular the rights, privileges, and appurtenances thereto in anywise belonging unto the said City of El Paso, Texas, its successors and assigns forever.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed in its name by Leon W. Hill, Regional Director, Region 5, Bureau of Reclamation, this _____ day of _____, 19_____.

UNITED STATES OF AMERICA

By _____
Regional Director, Region 5
Bureau of Reclamation

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A C K N O W L E D G M E N T

STATE OF TEXAS)
) ss
COUNTY OF POTTER)

I, _____, a Notary
Public in and for said County and State, do hereby certify that

personally known to me to be the same person and official who
executed the above and foregoing instrument, appeared before me
this day in person and acknowledged that as such official he executed
the above instrument as his free and voluntary act and deed on
behalf of the United States of America, pursuant to authority
conferred by law.

Given under my hand and notary seal this _____ day of
_____, 19____.

Notary Public

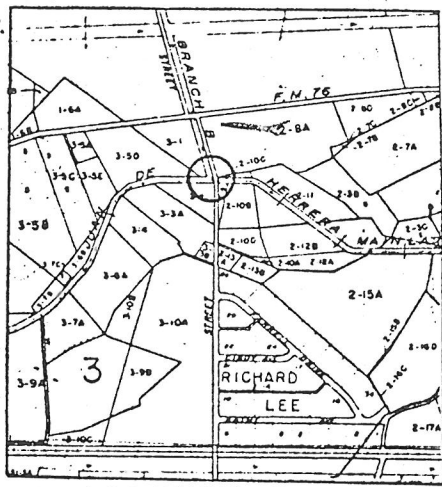
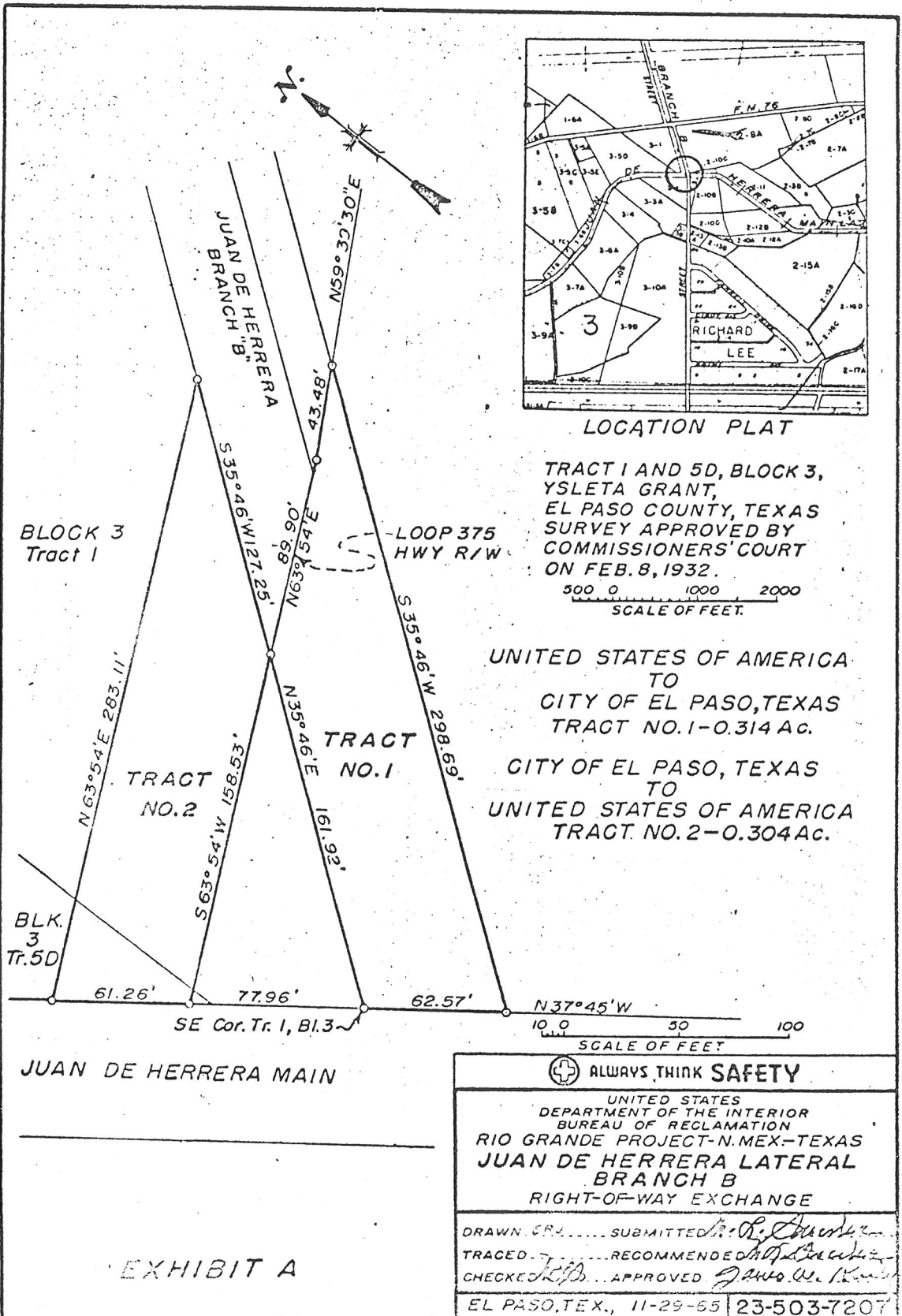
SEAL

My Commission Expires:

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XERO COPY



LOCATION PLAT

TRACT 1 AND 5D, BLOCK 3,
 YSLETA GRANT,
 EL PASO COUNTY, TEXAS
 SURVEY APPROVED BY
 COMMISSIONERS' COURT
 ON FEB. 8, 1932.

500 0 1000 2000
 SCALE OF FEET.

UNITED STATES OF AMERICA
 TO
 CITY OF EL PASO, TEXAS
 TRACT NO. 1-0.314 Ac.
 CITY OF EL PASO, TEXAS
 TO
 UNITED STATES OF AMERICA
 TRACT NO. 2-0.304 Ac.

10 0 50 100
 SCALE OF FEET

JUAN DE HERRERA MAIN

ALWAYS THINK SAFETY

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF RECLAMATION
 RIO GRANDE PROJECT-N.MEX-TEXAS
 JUAN DE HERRERA LATERAL
 BRANCH B
 RIGHT-OF-WAY EXCHANGE

DRAWN BY..... SUBMITTED BY.....
 TRACED..... RECOMMENDED BY.....
 CHECKED..... APPROVED.....

EL PASO, TEX., 11-29-65 23-503-7207

EXHIBIT A

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EXHIBIT "C"

DEED

THIS DEED, made this _____ day of _____, 19____, A. D., between the CITY OF EL PASO, EL PASO COUNTY, TEXAS, a municipal corporation, hereinafter termed "Grantor," and the UNITED STATES OF AMERICA, hereinafter termed "Grantee," in pursuance of the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly Section 14 of the Act of August 4, 1939 (43 U.S.C. 389).

WITNESSETH:

WHEREAS, United States of America and the City of El Paso executed that certain agreement for the exchange of rights of way for the relocation of the end of Juan de Herrera Lateral Branch "B" dated _____, 19____, which provides for an exchange of lands requiring that Grantor herein shall convey to Grantee herein by deed certain lands as therein set forth; and

WHEREAS, it is the intent of Grantor to perform fully that part of said contract which provides for conveyance by it.

NOW, THEREFORE, for and in consideration of the quitclaiming by Grantee of other lands, Grantor, does by these presents grant and convey unto Grantee and its assigns the following described lands, to-wit:

A piece or parcel of land situate, lying, and being in the County of El Paso, State of Texas, and being a part of Tracts 1 and 5D, Block 3, Ysleta Grant, and more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the intersection of the westerly right-of-way line of the Bureau of Reclamation's Juan de Herrera Main Lateral and the northerly right-of-way line of Highway Loop 375 from which the southeasterly corner of Tract 1, Block 3, Ysleta Grant, bears S. 37° 45' E. a distance of 77.96 feet; thence along the westerly line of the Juan de Herrera Main Lateral N. 37° 45' W. a distance of 61.26 feet; thence N. 63° 34' E. a distance of 283.11 feet to a point on the easterly line of Tract 1, Block 3, Ysleta Grant; thence along the

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easterly line of said Tract 1, S. 35° 46' W. a distance of 127.25 feet to a point on the northerly line of Highway Loop 375; thence along said Highway Loop 375, S. 63° 54' W. a distance of 158.53 feet to the place of beginning, and containing 0.304 acre of land, more or less, as shown as Tract No. 2 on Exhibit "A" attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD, the above described premises unto Grantee and its assigns forever. And Grantor hereby binds itself and its assigns to warrant and forever defend all and singular the said premises unto said Grantee and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first hereinabove written.

CITY OF EL PASO, TEXAS

By _____

A C K N O W L E D G M E N T

STATE OF TEXAS)
) ss
COUNTY OF EL PASO)

I, _____, a Notary Public in and for said State and County, do hereby certify that _____

personally known to me to be the same person and official who executed the above and foregoing instrument, appeared before me this day in person and acknowledged that as such official, he executed the above instrument as his free and voluntary act on behalf of the City of El Paso, Texas, pursuant to authority conferred by the governing body of said City.

Given under my hand and notary seal this _____ day of _____, 19____.

Notary Public

SEAL

My Commission Expires: _____

DEED

STATE OF TEXAS)
)
COUNTY OF EL PASO)
KNOW ALL MEN BY THESE PRESENTS:

That CLAUDER, WILLEY and wife, ELIZABETH S. WILLEY,

of the County of El Paso, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of TEN AND NO/100-----(\$10.00)

Dollars to Grantors in hand paid by the City of El Paso, receipt of which is hereby acknowledged, have granted, sold and conveyed and by these presents do grant, sell and convey unto the City of El Paso, the following, described parcel of land situated in the County of El Paso, State of Texas:

PARCEL 42:

5D1

Being 0.028 acres of land, more or less, out of and a part of Tract 5D, Block 3, Ysleta Grant in the City of El Paso, Texas, said 0.028 acres of land being more particularly described by metes and bounds as follows:

Beginning at the south corner of Tract 5D, Block 3, Ysleta Grant which point bears South 00°27'34" East, 850.30 feet from the intersection of the southwest right of way line of FM 76, North Loop Road and the easterly property line of said Tract 5D, Block 3;

Thence North 37°42'34" West, 61.25 feet along a line common to Tract 5D and the Juan D. Herrera Main Lateral to a point on the proposed northwest right of way line of Highway Loop 375;

Thence North 63°53'26" East, 41.13 feet along said proposed northwest right of way line of Highway Loop 375 to a point on the easterly property line of Tract 5D;

Thence South 00°27'34" East, 66.56 feet along said easterly property line of Tract 5D to the point of beginning, containing 0.028 acres of land, more or less.

Grantee further agrees that irrigation ditch across this section of the property will be placed underground.

DEED

STATE OF TEXAS)
COUNTY OF EL PASO)

KNOW ALL MEN BY THESE PRESENTS:

That GEORGE BERNARR SPENCE, and wife, SUSAN JEAN SPENCE;
and VIOLA ANN SPENCE,

of the County of El Paso, State of Texas, hereinafter referred
to as Grantors, whether one or more, for and in consideration of the sum of
TEN AND NO/100-----(\$10.00)

Dollars to Grantors in hand paid by the City of El Paso, receipt of which is hereby
acknowledged, have granted, sold and conveyed and by these presents do grant, sell
and convey unto the City of El Paso, the following described parcel of land situated in
the County of El Paso, State of Texas:

PARCEL 41: A 1B

Being 0.250 acres of land, more or less, out of and a part of Tract 1,
Block 3, Ysleta Grant in the City of El Paso, Texas, said 0.250 acres
of land being more particularly described by metes and bounds as follows:

Beginning at the south corner of Tract 5D, Block 3, Ysleta Grant, which
point bears South 00°27'34" East, 850.30 feet from the intersection of the
southwest right of way line of FM 76, North Loop Road and the easterly
property line of said Tract 5D, Block 3;

Thence North 00°27'34" West, 66.56 feet along the line common to said
Tract 5D and Tract 1 to a point on the proposed northwest right of way line
of Highway Loop 375;

Thence North 63°53'26" East, 223.39 feet along said proposed northwest right
of way line of Highway Loop 375 to a point on the northwest line of Branch "B"
Drain;

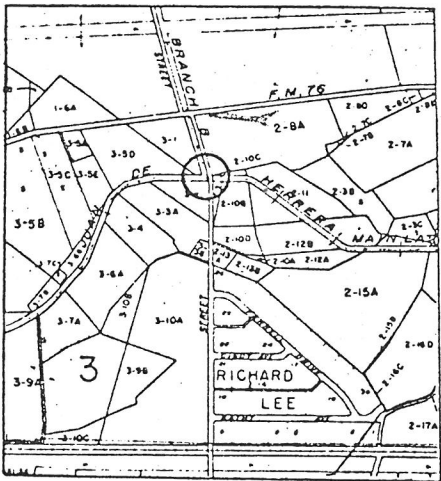
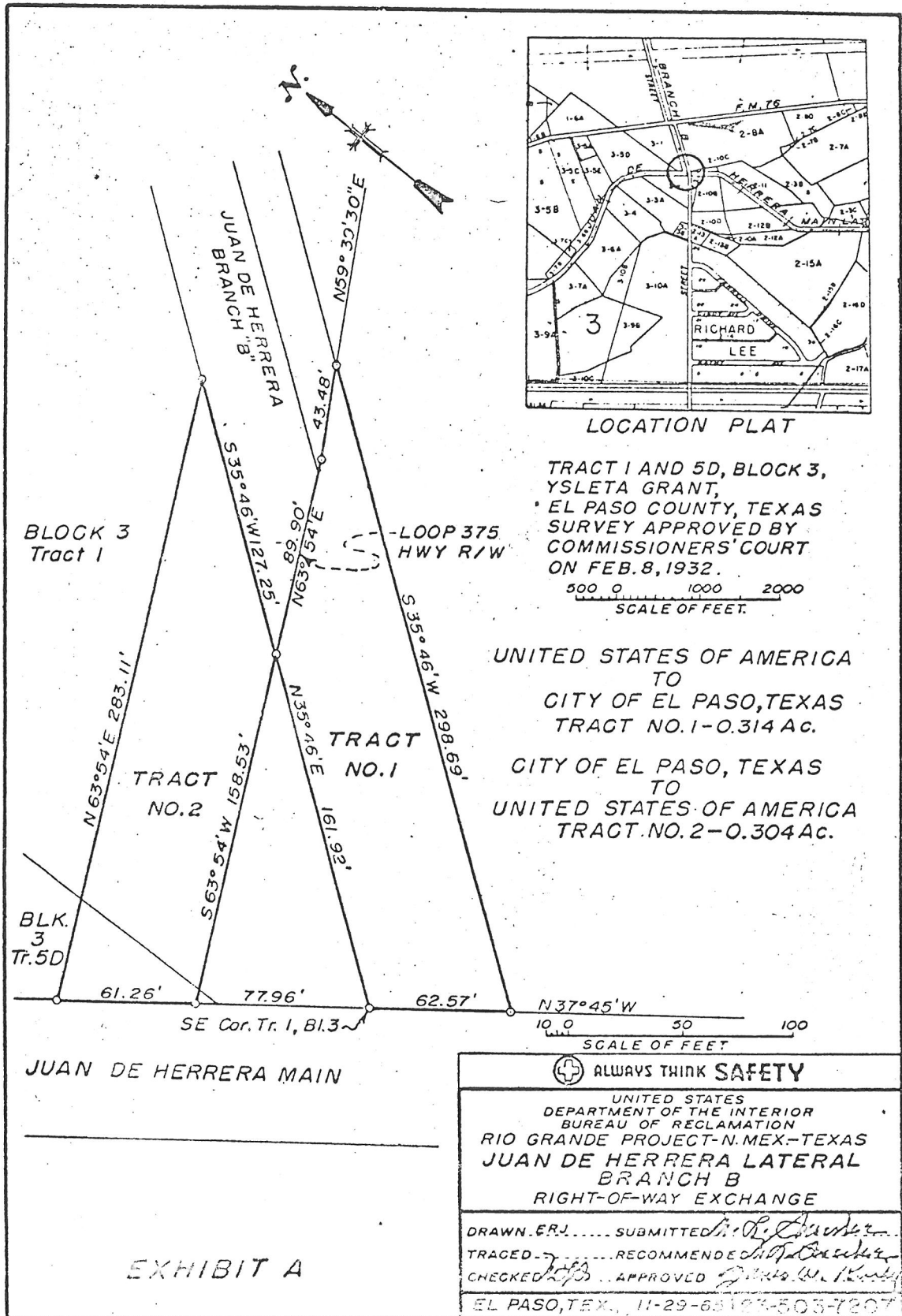
Thence South 35°48'26" West, 127.45 feet along said northwest line of Branch
"B" Drain to a point on the existing right of way line of Highway Loop 375;

Thence South 63°53'26" West, 139.75 feet along said existing right of way line
of Highway Loop 375 to the point of beginning, containing an area of 0.250 acres
of land, more or less.

XERO COPY

XERO COPY

XERO COPY



LOCATION PLAT

TRACT 1 AND 5D, BLOCK 3,
 YSLETA GRANT,
 EL PASO COUNTY, TEXAS
 SURVEY APPROVED BY
 COMMISSIONERS' COURT
 ON FEB. 8, 1932.

500 0 1000 2000
 SCALE OF FEET.

UNITED STATES OF AMERICA
 TO
 CITY OF EL PASO, TEXAS
 TRACT NO. 1-0.314 AC.
 CITY OF EL PASO, TEXAS
 TO
 UNITED STATES OF AMERICA
 TRACT NO. 2-0.304 AC.

10 0 50 100
 SCALE OF FEET

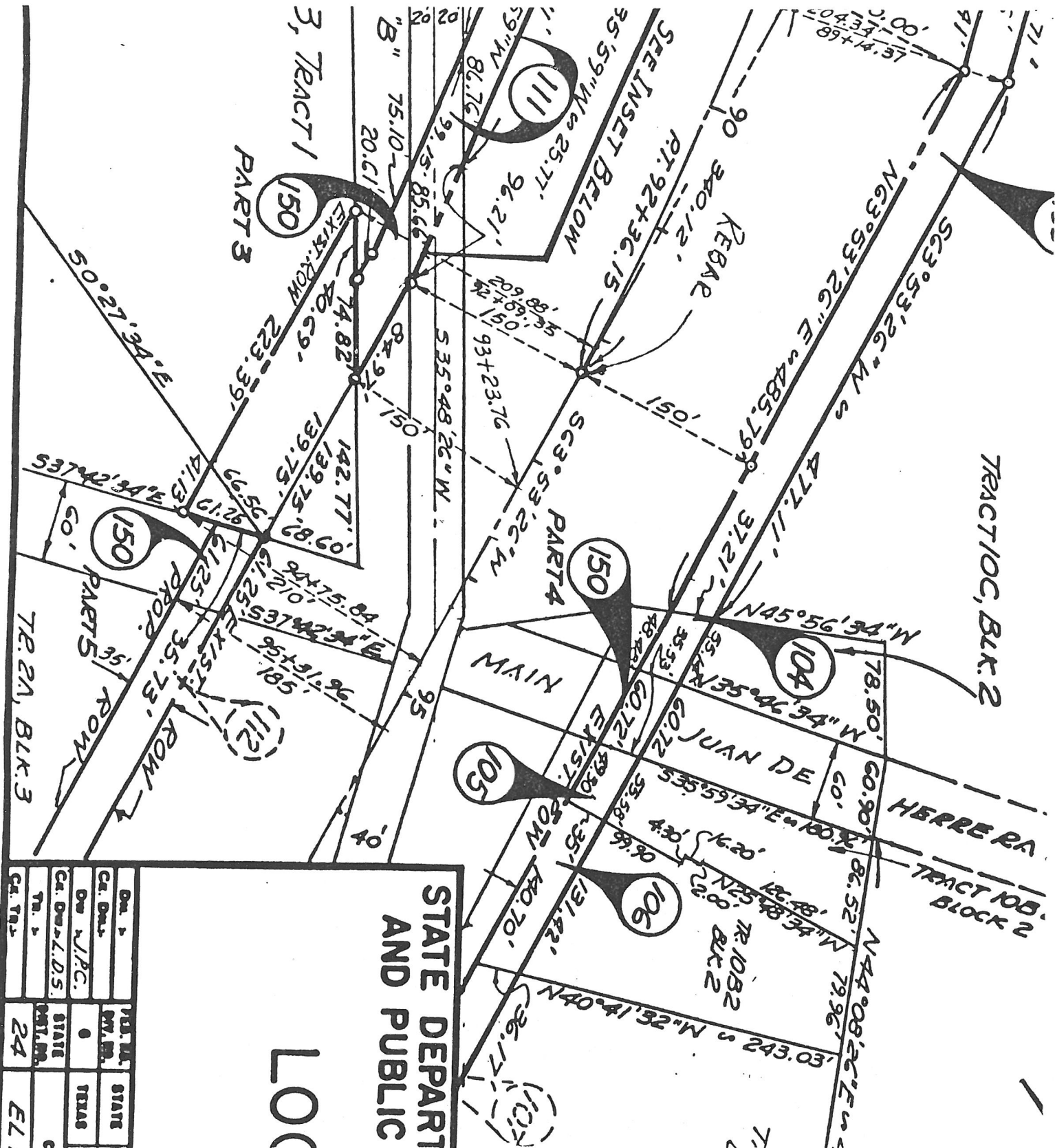
⊕ ALWAYS THINK SAFETY

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF RECLAMATION
 RIO GRANDE PROJECT-N.MEX-TEXAS
 JUAN DE HERRERA LATERAL
 BRANCH B
 RIGHT-OF-WAY EXCHANGE

DRAWN E.R.L. SUBMITTED *[Signature]*
 TRACED *[Signature]* RECOMMENDED *[Signature]*
 CHECKED *[Signature]* APPROVED *[Signature]*

EL PASO, TEX. 11-29-68 97-503-7207

EXHIBIT A



STATE DEPART
AND PUBLIC
LOC

Dist. 1	PL. No.	STATE
Ca. Dist.	PR. No.	TEXAS
Dist. 1/100	0	TEXAS
Ca. Dist. L.D.S.	STATE	STATE
Tr. 1	Dist. No.	24
Ca. Tr. 1		EL