

780

EL PASO COUNTY

EASEMENT

131

MESA DRAIN

0023-0079-0045-00

July 1914

By Resolution Canty Commissioners

781

COMMISSIONERS' COURT MINUTES,

Term, 19

the day of

19 Book 10 PAGE 136

CO. SAN ANTONIO, TEXAS

June 12th, 1916.

On this day on motion of Comr. Pendell duly made and seconded by Comr. Orndorff, it is ordered by the Court that the County Judge be and is hereby authorized to sign a contract between El Paso County and the United States, by the terms of which the County grants to the United States the right of way and easement for the construction, operation and maintenance of a concrete bridge in said County where the proposed new drain will cross the highway of the County near Fabens.

The Court then adjourned sine die.

Attest:

E. B. McClintock, Co. Clerk.
By L. Aranda Deputy.

Adrian Pool
County Judge

Wednesday, June 15th, 1916.
Court met at 10 o'clock, A.M.
Officers Present.

Adrian Pool,	County Judge,	Presiding.
James Clifford,	Comr.	No. 1.
George Pendell,	Comr.	No. 2.
John G. Orndorff,	Comr.	No. 3.
E. B. McClintock,	County Clerk.	

June 15th, 1916

On this day, the Commissioners Court met as a Board of Equalization, and proceeded to pass the following orders relative to taxation for the year 1916.

Board of Equalization.

El Paso, Texas, June 20, 1916.

Board of County Commissioners, El Paso County,

El Paso, Texas.

Gentlemen:

On May 15 last there was sent you for execution on the part of El Paso County, contract by the terms of which the County grants to the United States right of way and easement for the construction, operation and maintenance of a concrete bridge where the proposed Mesa Drain will cross the highway of the county near Fabens, Texas.

I understand a resolution was passed on May 10, 1916, ^{← CHECK MINUTES OF MEETINGS} authorizing the construction of said bridge, but as yet the contract has not been returned. Will you kindly execute this contract and return with as little further delay as possible. It is similar to one executed by the Commissioners on October 30, 1915, for a bridge over the San Elizario Feeder Canal.

. Very truly yours,

John J. Buck,

Asst. District Counsel.

Copy to Mr. Croom.

El Paso, Texas, May 16, 1916.

Board of County Commissioners, El Paso County,

El Paso, Texas.

Gentlemen:

There is enclosed herewith for execution on the part of the County of El Paso, contract by the terms of which the County grants to the United States right of way and easement for the construction, operation and maintenance of a concrete bridge in said county where the proposed Mesa Drain will cross the highway of the county near Fabens.

This contract is similar to one executed by the Commissioners on October 30, 1915, for a bridge over the San Elizario Feeder Canal, and it is understood the provisions of the enclosed instrument have already been discussed by the Commissioners and approved.

With the return of the contract properly executed, please send either a certified copy of resolution of the Board in duplicate authorizing the execution of the instrument, or such a resolution ratifying and confirming the execution thereof.

Very truly yours,

P. W. Dent,

District Counsel.

Copy to Mr. Croom.

THIS AGREEMENT made and entered into this 27th day of July, A. D., 1916, between the United States of America by Project Manager, United States Reclamation Service, thereunto duly authorized by and subject to the approval of the Comptroller or Director of the United States Reclamation Service, and the County of El Paso, State of Texas, by and through its duly elected, qualified and acting county ~~commissioners~~^{judge} hereinafter styled "County", its successors and assigns;

WITNESSETH: That,

The County, in consideration of the covenants and agreements hereinafter contained does hereby grant unto the United States the perpetual right of way and easement for the construction, operation and maintenance of a bridge where the proposed Mesa Drain will cross the highway of the County, said bridge to be located at a point more particularly described as follows:

Beginning at a point on the line between the property of Maximo Madrid and the property of El Paso County, from which point the southwest corner of the property of Maximo Madrid bears north 39° 59' west, one hundred and fifty-four (154) feet, and the southeast corner of Section thirty-two (32), Township thirty-three (33) South, Range eight (8) East, N. M. P. M., bears south 32° 41' east, one thousand nine

hundred and thirty-two (1,932) feet; thence south 2° 9' east, sixty (60) feet; thence north 39° 59' west, seventy-seven (77) feet to station 32+84.6 on the center line of the proposed Mesa Drain; thence north 39° 59' west, seventy-seven (77) feet; thence north 2° 9' west, sixty (60) feet to a point common to the properties of El Paso County, Maximo Madrid, and M. Lujan; thence south 39° 59' east, seventy-seven (77) feet along the common property line of El Paso County and Maximo Madrid to station 33+44.6 on the center line of the proposed Mesa Drain; thence south 39° 59' east, seventy-seven (77) feet along said property line to the place of beginning, containing fourteen hundredths (0.14) of an acre.

The location of said bridge is shown on the attached map or plat, which said map or plat is hereby made a part of this agreement.

The foregoing grant is made subject to the following conditions to wit:

1. The United States shall construct, maintain, operate and whenever required, renew said bridge, at the point of crossing aforesaid in a good and workmanlike manner and in accordance with the following specifications, to wit:

The proposed bridge will be of reinforced concrete construction, with a roadway twenty (20) feet wide in the clear, the elevation of grade of roadway across said

bridge to be the same as the elevation of the present roadway, and said bridge will be designed to carry a twelve ton road roller.

The entire cost and expense thereof shall be borne by the United States.

2. If the United States desires to make additions to or changes in said bridge at the location hereinbefore described it shall give fifteen days' written notice to the County when any such additional work is to be done, and upon receiving the consent in writing of the County, such additional work shall be performed in accordance with the aforesaid specifications, or such modifications thereof as may be agreed upon by the said County and the United States.

3. The United States agrees to use and occupy the right of way of the County and to use, and maintain said bridge with all reasonable diligence and precaution to avoid damage to or obstruction of the highway of the County.

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

5. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and no officer, agent or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained

shall be construed to extend to any incorporated company where such contract or agreement is made for the general benefit of such incorporation or company as provided in Section 116 of the Act of Congress approved March 4, 1909 (35 Stat., 1109).

This contract shall not be in effect until approved by the Comptroller or Director of the Reclamation Service.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

UNITED STATES OF AMERICA,

By ~~Robert E. H. Baldwin~~ E. H. Baldwin,
Project Manager, U.S.R.S.

COUNTY OF EL PASO, STATE OF TEXAS,

By Adrian Pool.

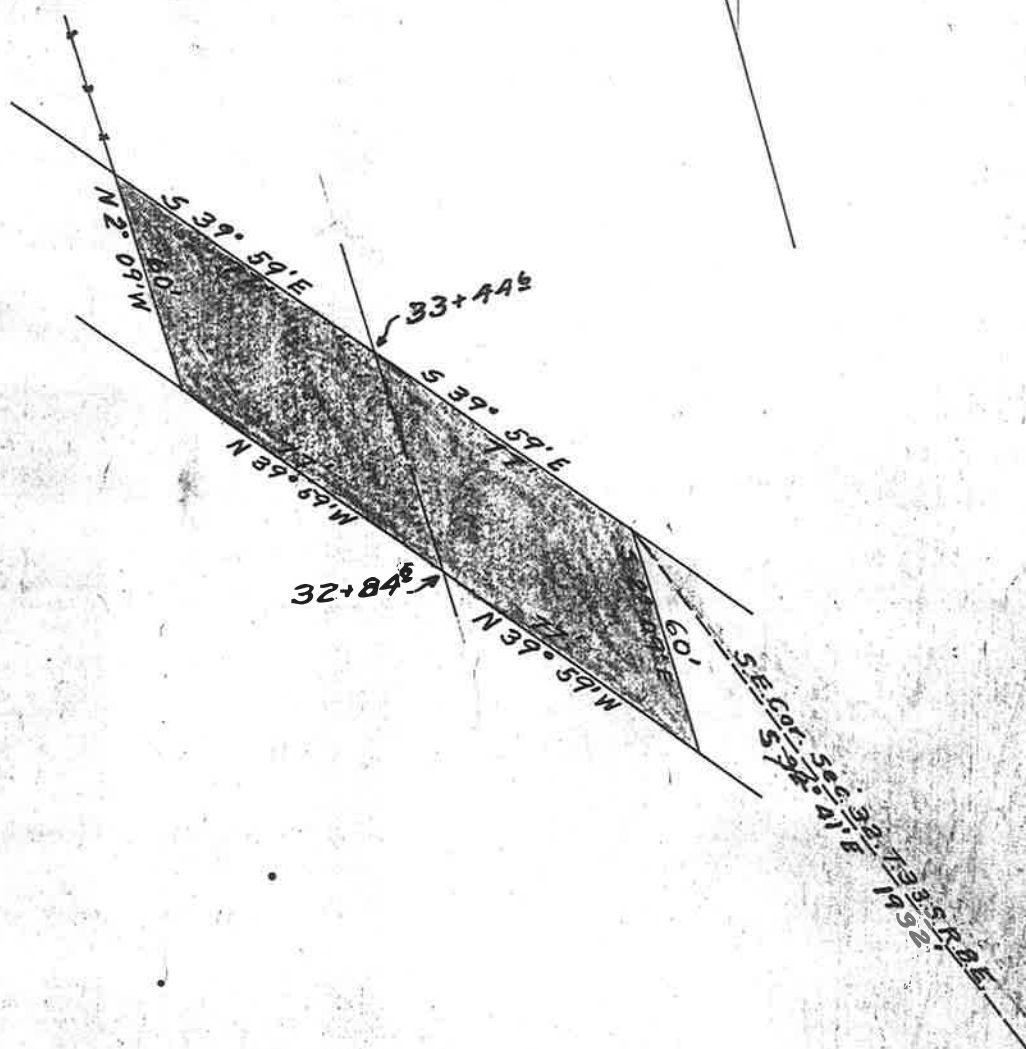
County Judge.

Commissioners.

Approved:

U.S.R.S.

Date:



Right of Way thru the property
of El Paso County.
County Road
Sec. 32.T33S.R8E
0.14 Acre.

#1a

DEPARTMENT OF THE INTERIOR U.S. RECLAMATION SERVICE	
MESA DRAIN	
Scale: 1" = 50'	
Des. HVC. Ckd. HVC. Sub.	Rec'd App.
E900L48 YSLETATXIZITH	

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DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, July 27, 1916, 1916.

Ch. of Constr.

Project Manager to the Director (through ~~Supervising Engineer~~)

Subject: Forwarding contracts for approval.

The contract described below is forwarded herewith for approval:

Date July 27, 1916, Rio Grande project

Executed by H. H. Baldwin

With County of El Paso, Texas.

Accompanied by bond and one copy. [Insert "Yes" or "No bond."] No bond.

Purpose: Right of way for bridge over county road in Sec.

32, T. 33 S., R. 8 E.

Follows same form as approved by Chief Counsel on November 11, 1915.

Advise Chief of Constr. at Denver, Colo.

with copy to Project Manager at El Paso, Texas.

of the approval of the above, using extra copy or copies hereof.

Estimated amount involved, \$ Indeterminate Authority No. _____

Orig. Contract for Auditor with orig. resolution.

Encls. Copy " Director " copy of " A original estimate of cost of bridge,

" contract for Return Office with executed affidavit of disinterestedness,

" contract for Ch. of Constr. with copy of resolution and copy of estimate of cost of bridge.

Washington, D. C. H. H. Baldwin

Approved by

Date of approval

Bond, if any (see above), approved by same officer on same date.

No public notice issued for Rio Grande project

May 10, 1916.

On motion duly made and carried, it is ordered that the U. S. Reclamation Service be hereby granted authority and permission to construct a bridge across a proposed drainage ditch at that point where said drainage ditch crosses the County Road about one mile ~~this~~ side of Fabens, in accordance with the plans and specifications herewith submitted to this Court and marked "Ex. A". Said bridge to be constructed strictly according to said plans and specifications, and shall hereafter be at all times maintained by the U. S. Reclamation Service.

A true copy, I do hereby certify.

E. B. McClintock,
Clerk, County Court.

Seal.

By C. Aranda, Deputy.

El Paso, Texas, July 27, 1916.

The estimated cost of bridge contemplated by contract of July 27, 1916, with the County of El Paso is \$1,500.00.

E. H. Baldwin.

Project Manager, U. S. R. S.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, July 27,, 1916.

Project Manager to the Director (through Ch. of Constr. Supervising Engineer)

Subject: Forwarding contracts for approval.

The contract described below is forwarded herewith for approval:

Date July 27, 1916. El Grande project

Executed by T. H. Baldwin

With County of El Paso, Texas.

Accompanied by bond and one copy. [Insert "Yes" or "No bond."] No bond.

Purpose: Right of way for bridge over county road in sec. 32, T. 25 N., R. 8 E.

Follows same form as approved by Chief Counsel on November 11, 1913.

Advise Chief of Constr. at Denver, Colo.

with copy to Project Manager at El Paso, Texas.

of the approval of the above, using extra copy or copies hereof.

Estimated amount involved, \$ Indeterminate Authority No. _____

Orig. Contract for Auditor with orig. resolution,

Copy " " Director " copy of " & original estimate

Encls.

of cost of bridge,

" contract for Return Office with executed affidavit of disinterestedness,

" contract for Ch. of Constr. with copy of resolution and copy of estimate of cost of bridge.

Washington, D. C. T.H. Baldwin 191

Approved by

Date of approval

Bond, if any (see above), approved by same officer on same date.

no public notice issued for Rio Grande project