

160

COOPER, SANTOS G., et. al.

EASEMENT

PLAYA DRAIN

124

0023-0073-0014-02

APRIL 1924

6-(14) Texas

28

SOME RECORD Book 457-Page 354

DUE CONTACT NOT RECORDED

DOCUMENT NOT TO FILE BUT IS RECORDED AND NOT
NOTED IS AT BOOK 457 PAGE 409

pg. 15-94-80

SPECIAL WARRANTY DEED

STATE OF TEXAS }
COUNTY OF EL PASO }

05904

66.92 acres

WHEREAS, by Deed of Conveyance dated May 14, 1940, and recorded in Volume 667, Page 377 of the Deed Records of El Paso County, Texas, the United States, Acting by and through the Secretary of State, conveyed to the Board of Trustees of the El Paso Independent School District and the Board of Trustees of the Ysleta Independent School District, in equal shares, the herein described land for public educational purposes; and

WHEREAS, the Board of Trustees of the El Paso Independent School District has agreed to sell its undivided one-half interest in the subject lands to the Board of Trustees of the Ysleta Independent School District and in order to accomplish such sale it is necessary that such undivided one-half interest be reconveyed to the United States in order that the United States might convey such interest to the Board of Trustees of the Ysleta Independent School District.

NOW, THEREFORE, in order to enable the United States to convey an undivided one-half interest in the herein described land to the Board of Trustees of the Ysleta Independent School District, the Board of Trustees of the El Paso Independent School District has granted, sold and conveyed and by these presents does hereby GRANT, SELL AND CONVEY unto the United States all of Grantors undivided one-half interest in and to that certain tract of land located and being situate in El Paso County, Texas and more particularly described as follows:

All of Tract 1 of Parcel No. 6 lying in or adjoining El Paso County, Texas, of area ceded to the United States by Mexico under the Convention of 1933, and more particularly described (all bearings being in relation to a true meridian passing through Triangulation Station No. twenty-one (21) of the surveys of the International Boundary Commission) as follows:

Beginning at the concrete monument set for Reference Point 6 on the southwesterly line of Tract 2 of Parcel No. 6 from which the most easterly corner of Tract 7, Block D, Christy Tract, bears South 31° 35' East, four hundred two and two tenths (402.2) feet;

135 0710

Thence along the southwesterly line of Tract 2 North $13^{\circ} 49' 17''$ West, two thousand six hundred fifty-one and eight tenths (2,651.8) feet to the concrete monument set for Reference Point 6A at the beginning of a curve;

Thence along the chord of the curve North $26^{\circ} 00' 07''$ West, one thousand eight hundred three and seven tenths (1803.7) feet to the iron pipe set for Post 30, at the most southerly corner of Tract 1 of Parcel No. 6 and the place of beginning of the tract herein described.

Thence northwesterly along the southwesterly line of Tract 1 and along a curve to the left of radius four thousand two hundred sixty-eight and one tenth (4,268.1) feet a distance of one thousand three hundred sixty-one and two tenths (1,361.2) feet (the chord of said curve being North $47^{\circ} 20' 15''$ West, one thousand three hundred fifty-five and four tenths (1,355.4) feet) to an iron pipe set for Post 2 on the boundary line of Parcel No. 6;

Thence along the boundary line of Parcel No. 6 in the following courses and distances;

North $85^{\circ} 40'$ East, three hundred seventy-seven and seven tenths (377.7) feet to an iron pipe set for Post 3;

North $79^{\circ} 10'$ East, five hundred seventy-seven and seven tenths (577.7) feet to an iron pipe set for Post 4;

North $73^{\circ} 33'$ East, one thousand twenty-nine and seven tenths (1,029.7) feet to an iron pipe set for Post 5;

North $87^{\circ} 55'$ East, three hundred sixty-five and no tenths (365.0) feet to an iron pipe set for Post 6;

South $87^{\circ} 46'$ East, eight hundred three and two tenths (803.2) feet to an iron pipe set for Post 7;

South $59^{\circ} 54'$ East, eighty-two and seven tenths (82.7) feet to an iron pipe set for Post 8;

South $32^{\circ} 30'$ East, two hundred twenty-three and six tenths (223.6) feet to an iron pipe set for Post 9;

South $46^{\circ} 26'$ East, two hundred seven and no tenths (207.0) feet to an iron pipe set for Post 10;

South $64^{\circ} 41'$ East, three hundred seventy-four and no tenths (374.0) feet to an iron pipe set for Post 11;

South $50^{\circ} 53'$ East, one hundred thirty-seven and eight tenths (137.8) feet to an iron pipe set for Post 11-A at the most easterly corner of Tract 1;

Thence along the line between Tracts 1 and 2 of Parcel No. 6, South $76^{\circ} 12'$ West, two thousand nine hundred seventy-four and seven tenths (2,974.7) feet to the place of beginning and containing sixty-six and ninety-two hundredths (66.92) acres, more or less. The said described land is Tract 1 of Parcel No. 6 as shown on Drawing No. 1944-40 (Revised) of the International Boundary Commission, United States Section, a copy of which drawing is attached hereto and made a part hereof.

The parcel of land herein described is the same parcel described in that certain Deed of Conveyance from the United States to the Board of Trustees of the El Paso Independent School District and the Board of Trustees of the Ysleta Independent School District dated May 14, 1940 and recorded in Volume 667, Page 377 of the Deed Records of El Paso County, Texas, to which instrument and the record thereof reference is here made for all purposes.

This conveyance is subject to all easements, restrictions and reservations of record in El Paso County, Texas affecting title to the above described land.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the United States, and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said premises unto the United States against every person whomsoever claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, the Deed is executed this 3rd day of December, 1965.

THE BOARD OF TRUSTEES OF THE
EL PASO INDEPENDENT SCHOOL DISTRICT

By J. Leighton Orken
President



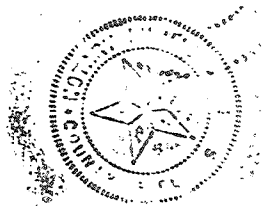
Robert L. Lyles
Asst. Secretary

STATE OF TEXAS }
COUNTY OF EL PASO }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. LEIGHTON OKKEN, President of the Board of Trustees of the El Paso Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed of the Board of Trustees of the El Paso Independent School District.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3rd day of December, 1965.

De Emma Shelton
Notary Public, El Paso County, Texas

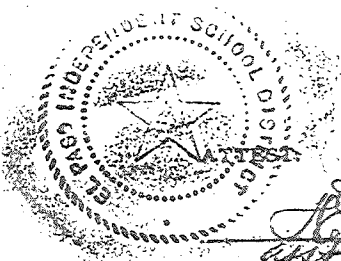


6712

RESOLUTION

RESOLVED that the President and Secretary of the Board of Trustees of the El Paso Independent School District be and they are hereby authorized and directed to execute a Special Warranty Deed conveying to the United States an undivided one-half interest in 66.92 acres of land more particularly described in a Deed of Conveyance from the United States to the Board of Trustees of the El Paso Independent School District and the Board of Trustees of the Ysleta Independent School District dated May 14, 1940, and recorded in Volume 667, Page 377 of the Deed Records of El Paso County, Texas. At the time such Special Warranty Deed is delivered to the United States the said officers shall submit an appropriate request that the United States convey the undivided one-half interest in the subject lands to the Board of Trustees of the Ysleta Independent School District and their successors in office.

Adopted and approved this the 3rd day of December, 1965.




President


Secretary

135 0717

Refile to and corrected metes and bounds

87960

LAW OFFICES
MAYFIELD, BROADDUS and PERRENT
525 SOUTHWEST NATIONAL BANK BUILDING
EL PASO, TEXAS 79901

THE STATE OF TEXAS }
COUNTY OF EL PASO }

KNOW ALL MEN BY THESE PRESENTS:

That TRUCK SALES & EQUIPMENT CO., INC., a corporation

GRANTOR(S), for and in

consideration of the sum of Ten and no/100 (\$10.00) Dollars cash and other good
and valuable consideration

paid and secured to be paid by

ROBERTO SALAS and wife, ENRIQUETA SALAS, GRANTEES
as follows:

The sum of \$10.00 cash and other good and valuable
consideration, receipt of which is hereby acknowledged;
and

The execution by the Grantees herein of one Promissory
Note of even date herewith in the principal sum of
\$60,694.89, payable to SURETY SAVINGS ASSOCIATION,
in monthly installments and bearing interest as speci-
fied in said note, which note contains the usual accelera-
tion of maturity and attorneys fee clauses;

HAS GRANTED, SOLD and CONVEYED, and by these presents DOES GRANT, SELL and CONVEY unto the said
GRANTEE(S) all that certain tract or parcel of real estate lying and being situated in the County of El Paso, State of
Texas, described as follows, to-wit:

A portion of Tract 14A, Block 27, YSLETA GRANT, El Paso
County, Texas, being more particularly described by metes and
bounds on Exhibit "A" attached hereto and incorporated herein
by reference for all purposes and particulars; subject, however,
to an easement for a public road recorded in Book 190, Page
2176, Deed Records, El Paso County, Texas; subject to the prior
reservation of all water rights to the Board of Trustees of the
Ysleta Independent School District of El Paso County, Texas, the
Grantor in a Deed dated March 10, 1981 to the Grantor herein,
recorded under Clerk's File No. 1173-0480, Film Records, El Paso
County, Texas; and subject to the conditions contained in the
aforesaid Deed dated March 10, 1981 from the Board of Trustees
of the Ysleta Independent School District of El Paso County,
Texas to the Grantor herein pertaining to the required erec-
tion of a rock wall a minimum of 6' high along the rear and
sides of the property described in said Deed, which requirement
affects a portion of the herein described real estate;

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and ap-
purtenances thereto in anywise belonging unto the said GRANTEE(S) their heirs and assigns forever;
and GRANTOR(S) hereby bind(s) itself, its successors and assigns

to WARRANT and FOREVER DEFEND, all and singular, the said premises unto the said GRANTEE(S) their
heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or
any part thereof.

IT IS UNDERSTOOD AND AGREED that this conveyance is made subject to all restrictions, covenants and
easements running with the land, and to taxes for the year 1981 and thereafter.

1173-0480

1171-2107

IT IS FURTHER UNDERSTOOD AND AGREED that the vendor's lien is hereby retained against the above described property in favor of, SURETY SAVINGS ASSOCIATION

to secure the full and final payment of the above described promissory note upon the payment of which this deed shall become absolute.

Dated this 17th day of April

A.D. 19 81

ATTEST:

TRUCK SALES & EQUIPMENT CO., INC.

President

Secretary

THE STATE OF }
COUNTY OF }

BEFORE ME, the undersigned authority, on this day personally appeared

known to me to be the person(s) whose name(s) subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of AD, 19

Notary Public in and for
County,

THE STATE OF TEXAS
COUNTY OF EL PASO

BEFORE ME, the undersigned authority, on this day personally appeared ALBERT COCA, President of TRUCK SALES & EQUIPMENT CO., INC.

, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity stated, for the purposes and consideration therein expressed, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of April AD, 1981

My Commission Expires:

7/28/85

Notary Public in and for
El Paso County, Texas



FROM TRUCK SALES & EQUIPMENT CO., INC.

TO

ROBERTO SALAS and wife,
ENRIQUETA SALAS

WARRANTY DEED
WITH VENDOR'S LIEN

~~1171-2108~~

1173-0481

LEGAL DESCRIPTION OF A PARCEL OF LAND OUT OF
TRACT 14A, BLOCK 27, YULETA GRANT, EL PASO
COUNTY, TEXAS

TRACT 14A

From an iron pin on the Southeast corner of Tract 14A, Block 27, YULETA GRANT, El Paso County, Texas. Also being the Southwesterly right-of-way of Alameda Avenue and the Southeasterly right-of-way of Midway Drive; thence, North $46^{\circ}56'00''$ West, a distance of 140.00 feet to the point of beginning for this parcel of land;

Thence South $1^{\circ}56'00''$ East, a distance of 28.28 feet to a point on the Northwesterly right-of-way line of Midway Drive;

Thence South $43^{\circ}04'00''$ West along said Northwesterly right-of-way line, a distance of 184.19 feet to a point;

Thence North $46^{\circ}56'00''$ West, a distance of 109.11 feet to a point;

Thence North $43^{\circ}04'00''$ East, a distance of 204.19 feet to a point on said Southwesterly right-of-way line of Alameda Avenue;

Thence South $46^{\circ}56'00''$ East along said Southwesterly right-of-way, a distance of 89.11 feet to the point of beginning.

Said parcel of land contains 22,073.90 square feet or 0.50686 acres more or less.

EXHIBIT "A"

1173-0482

87960

104 - 93

FILED FOR RECORD
BY MAY 8 1931

'81 MAY 8 PM 4:10

CLERK
COUNTY CLERK
LEFT

Frank J. M. [unclear]

STATE OF TEXAS COUNTY OF EL PASO

I hereby certify that this instrument was filed
on this date and time stamped hereon by me and
was also recorded in the volume and page of the
County of El Paso Records of Real Property, El Paso
County, Texas.

MAY 8 1931



W. C. [unclear]

COUNTY CLERK, El Paso County, Texas

1173-0483

CERTIFICATE AS TO TITLE

I HEREBY CERTIFY with reference to the following described land:

A tract of land containing 0.45 acres more or less in the NE¹/₄ Section 17, Township 21 South, Range 8 East, Bureau of Reclamation Survey, El Paso County, Texas, and more particularly described, an agreement dated April 27, 1926, with Santos C. Cooper, Pablo Frascan and Gabino Paz;

That I have made personal examination of the tax and title records of El Paso County, Texas, and find that the said Vendors who are reputed owners are the actual owners and that there are no unpaid taxes, unsatisfied mortgages or other liens outstanding against the said land.

Geo. W. Hendley
Junior Engineer,
Bureau of Reclamation.

El Paso, Texas,

May 11th, 1926.

V457 P354 Jy 9-24-82

THE STATE OF TEXAS,)
COUNTY OF EL PASO.)

KNOW ALL MEN BY THESE PRESENTS: THAT

SANTOS G. COOPER (unmarried), DELFINA COOPER (unmarried), MARIA COOPER, (unmarried), JACOB COOPER (unmarried), GILBERT G. COOPER (unmarried), and LEONOR C. de RICO and MARTIN RICO, her husband, all of El Paso, Texas; ANTONIA C. BORLONDA and YSAIAS BORLONDA, her husband, of Los Angeles, California; and JOSEFINA C. GARCIA and JESUS GARCIA, her husband, of West Oakland, California; which include the widow and all the heirs at law and devisees of JAMES M. COOPER, deceased, all being of full age, for and in consideration of the sum of One Dollar (\$1.00), to them in hand paid by THE UNITED STATES OF AMERICA, the receipt whereof is hereby acknowledged, do by these presents Bargain, Sell, Release and Forever Quit-Claim, unto THE UNITED STATES OF AMERICA, its successors and assigns:

A right of way easement for the Playa drain of the Rio Grande Federal Irrigation Project, in through, over and across two tracts of land, to-wit:

A tract of land approximately four (4) miles northwest of the town of Ysleta, El Paso County, Texas, being a part of survey 167 of the Ysleta Grant, and in the northeast quarter (NE $\frac{1}{4}$) section seventeen (17), township thirty-one (31) south range six (6) east, Bureau of Reclamation survey; more particularly described as follows:

Beginning at a point on the property line between land of the grantors and land of Katherine Brownson, from which point the northeast corner of section seventeen (17) bears north, five degrees fifty-seven minutes (5°57') east, one thousand seven hundred and seven and five-tenths (1707.5) feet, and the point of intersection of said property line produced with the center line of State Highway #1 bears north seven degrees fifty-six minutes (7°56') east, forty-two and twenty-five hundredths (42.25) feet; thence along said property line south, seven degrees fifty-six minutes (7°56') west, eighty-nine and four-tenths (89.4) feet; thence north, eighty-seven degrees twenty-two minutes (87°22') west, eighty-four

and two-tenths (84.2) feet; thence north, forty-six degrees forty-four minutes (46°44') west, two hundred forty-eight and nine-tenths (248.9) feet, to a point from which the northeast corner of said section seventeen (17) bears north, fifteen degrees forty-five minutes (15°45') east, one thousand six hundred seventy-five and twenty-one hundredths (1675.21) feet; thence south, seventy-two degrees forty-nine minutes (72°49') east, three hundred sixty-one and twenty-six hundredths (361.26) feet, to the point of beginning; containing forty-five hundredths (0.45) of an acre more or less.

A tract of land approximately three and three-quarter ($3\frac{3}{4}$) miles northwest of the town of Ysleta, El Paso County, Texas, being a part of surveys 169 & 170 of the Ysleta Grant, and in the southwest quarter ($SW\frac{1}{4}$), northwest quarter ($NW\frac{1}{4}$), northwest quarter ($NW\frac{1}{4}$), southwest quarter ($SW\frac{1}{4}$), section sixteen (16) township thirty-one (31) south, range six (6) east, Bureau of Reclamation survey; more particularly described as follows:

Beginning at a point on the grantors northerly property line, from which point, ~~at~~ the northeast corner post of grantors fence bears south, eighty-eight degrees forty-one minutes (88°41') east, two hundred and eighty-eight hundredths (200.88) feet, ^{point on} ~~a~~ the center line of State Highway No. 1 bears south eighty-eight degrees forty-one minutes (88°41') east, two hundred fifty-one and thirty-four (251.34) feet, and ~~at~~ the northwest corner of said section sixteen (16) bears north, ten degrees fifteen minutes (10°15') west, two thousand five hundred ten and thirty-three hundredths (2510.33) feet; thence south, twenty-eight degrees twenty-seven minutes (28°27') east, six hundred seventy-five and seventy one hundredths (675.71) feet to a point on the westerly right of way line of the Playa lateral, which said line is also the easterly property line of the grantors, and from which point a cement post in said line bears north, one degree fifty-five minutes (1°55') west, two hundred fifty-nine and twelve hundredths (259.12) feet, and at five hundred thirty-nine and twelve hundredths (539.12) feet the

center line of State Highway #1; thence south one degree fifty-five minutes ($1^{\circ}55'$) east, eighty-five and fourteen hundredths (85.14) feet; thence north, eighty-nine degrees forty-seven minutes ($89^{\circ}47'$) west, one hundred four and seventy-eight hundredths (104.78) feet to a point, from which the northwest corner of section sixteen (16) bears north eleven degrees fifty-seven minutes ($11^{\circ}57'$) west, three thousand two hundred eighteen and eighty-four hundredths (3218.84) feet, and a cement post on the grantors southerly line bears north eighty-nine degrees forty-seven minutes ($89^{\circ}47'$) west, one hundred six and twenty-two hundredths (106.22) feet; thence north, twenty-eight degrees twenty-seven minutes ($28^{\circ}27'$) west, seven hundred seventy-five and ninety-seven hundredths (775.97) feet to a point on the property line between land of the grantors and land of Rose Chambliss; thence along said line south, eighty-eight degrees forty-one minutes ($88^{\circ}41'$) east, one hundred forty-nine and seventy-six hundredths (149.76) feet to the point of beginning, containing two and twenty-seven hundredths (2.27) acres more or less.

Including the right to construct, reconstruct, repair, operate and maintain the said drain, which is to be of pipe buried in the ground eight feet or more, with the right of ingress to and egress from the same.

TO HAVE AND TO HOLD all their right, title, interest, estate and claim
in and to the said premises, together with all and singular, the rights,
privileges and appurtenances to the same in any manner belonging, unto the
said THE UNITED STATES OF AMERICA, its successors and assigns forever.

WITNESS our hands this the 30 day of April, A. D. 1926.

Santos S. Cooper
✓ Delgina Cooper
Maria Cooper ✓
Jacob Cooper ✓
Gilbert S. Cooper ✓
x Antonia C. Borunda
x Ofraia Borunda ✓
Leonor C. de Rico ✓
Martin Rico ✓
Josefine C. Garcia ✓
Jesus Garcia ✓

THE STATE OF TEXAS,)
COUNTY OF EL PASO.)

BEFORE ME,

Volney M. Brown

a notary public in and for El Paso County, Texas, on this day personally appeared Santos G. Cooper, Delfina Cooper, Maria Cooper, Jacob Cooper, Gilbert G. Cooper, and Martin Rico, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 30 day of April, A. D. 1926.

My commission expires

May 31, 1927

Volney M. Brown
Notary Public in and for El Paso
County, Texas.

THE STATE OF TEXAS,)
COUNTY OF EL PASO.)

BEFORE ME,

Volney M. Brown

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

Given under my hand and seal of office, this 7 day of June, A. D. 1926.

My commission expires

May 31, 1927

Volney M. Brown
Notary Public in and for El Paso
County, Texas.

THE STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES.)

BEFORE ME, CHAS. F. YOUNG

a notary public in and for Los Angeles County, California, on this day personally appeared Ysaías Borunda, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 22 day of May A. D. 1926.

My commission expires

Nov 25 - 1926

Chas. F. Young
Notary Public in and for the County
of Los Angeles, California.

THE STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES.)

BEFORE ME, CHAS. F. YOUNG

a notary public in and for Los Angeles County, California, on this day personally appeared Antonia C. Borunda, wife of Ysaías Borunda, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said Antonia C. Borunda, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 22 day of May A. D. 1926.

My commission expires

Nov 25 - 1926

Chas. F. Young
Notary Public in and for the County
of Los Angeles, California.

THE STATE OF CALIFORNIA,
COUNTY OF Alameda)

BEFORE ME,

Harry L. Richardson

a notary public in and for Alameda County, California, on this
day personally appeared Jesus Garcia, known to me to be the person whose name is
subscribed to the foregoing instrument, and acknowledged to me that he executed
the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 28th day of May A. D. 1926.

My commission expires

Jun 28, 1928

Harry L. Richardson
Notary Public

THE STATE OF CALIFORNIA,
COUNTY OF Alameda)

BEFORE ME,

Harry L. Richardson

a notary public in and for Alameda County, California, on this
day personally appeared Josefina C. Garcia, wife of Jesus Garcia, known to me to
be the person whose name is subscribed to the foregoing instrument, and having been
examined by me privily and apart from her husband, and having the same by me fully
explained to her, she, the said Josefina C. Garcia, acknowledged such instrument to
be her act and deed, and declared that she had willingly signed the same for the
purposes and consideration therein expressed, and that she did not wish to retract
it.

Given under my hand and seal of office, this 28th day of May A. D. 1926.

My commission expires

Jun 28, 1928

Harry L. Richardson
Notary Public

(over)

~~Justitians~~
Gallman
Dartay to Cooper
Melina Cooper
Maria Cooper
Jacet Cooper
Githers H. Cooper
Antonia D. Cooper
Hanna Betunda
Henry E. de Rico
Martin Rico
Josefina E. Garcia
Fedra Garcia
10

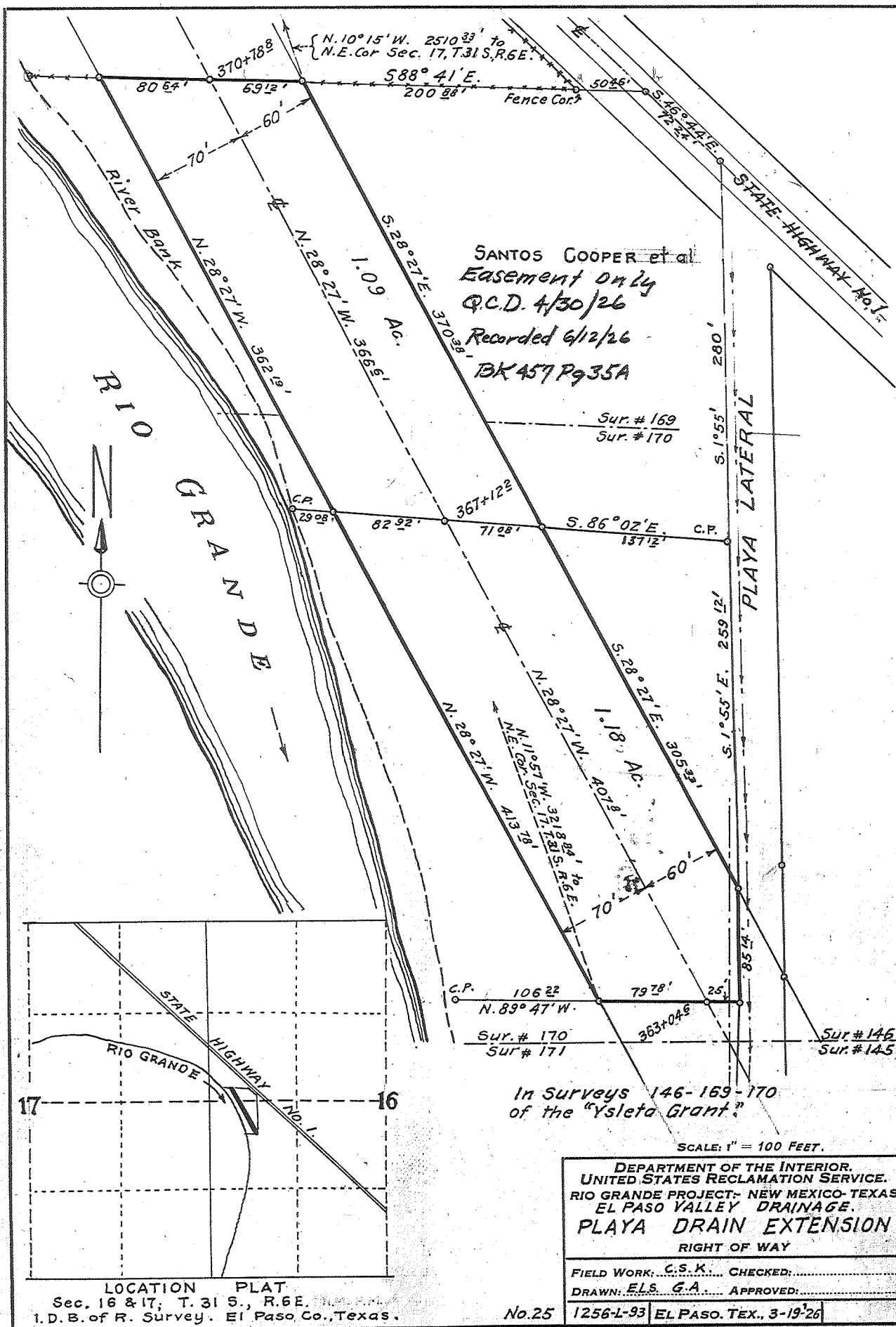
United States of
America

FILED FOR RECORD

June 12 1926
11:48
M. D. GREY, COUNTY CLERK
D. A. Maloney
puty

4-30-26

457/354



DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

NO RECORDS OF INDEX OR RECORDING

1. The office in which the contract, conditions thereof, and the above described property are situated, shall give the following information to the project office:

(a) Reference given to the project correspondence of the contract, and the project office shall be kept advised of the progress of the contract.

El Paso, Texas May 11th, 1926

(Place) (Date)

From Project Office,
To District Counsel,
Subject: Transmitting contract for action, Rio Grande project.

1. Request is made for approval as to form, execution, and legal sufficiency of contract (*with bond), described as follows:

- (a) Date of contract April 27, 1926
- (b) Name of contractor Santos G. Cooper, Pablo Frescas, Gabino Paz
- (c) Estimated amount involved, \$ 76.00
- (d) Authority number
- (e) Clearing account
- (f) Purpose of contract Purchase of improvements on 2.72 acres of land situated in the NE $\frac{1}{4}$ Sec. 17, Township 31 South, Range 6 East, and the SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 16, Township 31 South, Range 6 East, for right of way Playa Drain

DIRECTIONS

2. The following papers are inclosed:

- Contract, original, and 4 copies.
- *Bond, original, and 3 copies.
- This letter, 3 copies.

Rm. Ransom.
Superintendent.

(Signature)

El Paso, Texas
(Place)

MAY 19 1926
(Date)

On this date the above-described contract* and bond, approved as to form, execution, and legal sufficiency, and inclosures as follows returned to project office:

- Contract, original, and 3 copies.
- *Bond, original, and 2 copies.
- This letter, 3 copies.

Attorney General

District Counsel.

DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

CONTRACT RELATING TO Purchase of Land Improvements.

This Contract, Made April 27, 1926, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between THE UNITED STATES OF AMERICA, herein styled the United States, represented by the officer executing this contract,¹ and subject to the approval of the proper supervisory officer, and

SANTOS G. COOPER, PABLO FRESCAS, GABINO PAZ, of El Paso, Texas,

herein styled Contractor, their¹ heirs, executors, administrators, successors, and assigns.

2. Witnesseth, That the parties hereto do hereby mutually covenant and agree as follows:

3. The Contractor ~~will~~ does hereby sell, assign, transfer and set over to the United States, free and clear of any lien or encumbrance, all buildings, fences, ditches, seedings, crops, trees, shrubbery, and other improvements, (all herein after styled improvements), located upon, attached to, or connected with that certain tract of land approximately four (4) miles northwest of the town of Yoleta, El Paso County, Texas, being a part of survey 167 of the Yoleta Grant, and in the northeast quarter (NE $\frac{1}{4}$) section seventeen (17), township thirty-one (31) south range six (6), east Bureau of Reclamation survey, and more particularly described as follows:

Beginning at a point on the property line between the land of the grantors and Katherine Brownson and from which point the northeast corner section seventeen (17) bears north five degrees fifty-seven minutes, (5 $^{\circ}$ 57') east one thousand seven hundred and seven and five tenths (1707.5) feet, and the point of intersection of said property line produced with center line of State Highway #1 bears north seven degrees fifty-six minutes (7 $^{\circ}$ 56'), east thirty-nine and fifty-one hundredths (39.51) feet; thence along said property line south seven degrees fifty-six minutes, (7 $^{\circ}$ 56') west eighty-nine and four tenths (89.4) feet; thence north eighty-seven degrees twenty-two minutes (87 $^{\circ}$ 22'), west eighty-four and two tenths (84.2) feet; thence north forty-six degrees forty-four minutes, (46 $^{\circ}$ 44') west two hundred forty-eight and nine tenths (248.9) feet; to a point from which the northeast corner ~~xxx~~ of said section seventeen (17) bears north fifteen degrees forty-five minutes (15 $^{\circ}$ 45'), east one thousand six hundred seventy-five and twenty-one hundredths (1675.21) feet; thence south seventy-two degrees forty-nine minutes (72 $^{\circ}$ 49'), east three hundred sixty-one and twenty-six hundredths (361.26) feet; to point of beginning, said tract containing forty-five hundredths (0.45) acres more or less.

A tract of land approximately three and three-quarter (3 $\frac{3}{4}$) miles northwest of the ~~town~~ town of Yoleta, El Paso County, Texas, being a part of surveys 169 & 170 of

¹ Strike out words not applicable.

the Ysleta Grant, and in the southwest quarter (SW $\frac{1}{4}$) northwest quarter (NW $\frac{1}{4}$), northwest quarter (NW $\frac{1}{4}$), southwest quarter (SW $\frac{1}{4}$), section sixteen (16), township thirty-one (31), south, range six (6) east Bureau of Reclamation survey, and more particularly described as follows:

Beginning at a point on the northerly property line of the grantors, which has a bearing of south eighty-eight degrees forty-one minutes (88°41') east and from which point the corner of the grantors fence bears south eighty-eight degrees forty-one minutes (88°41') east two hundred and eighty-eight hundredths (200.88) feet at two hundred fifty-one and thirty-four hundredths (251.34) feet, the center line of State Highway #1, and from said point of beginning of the northwest corner of section sixteen (16), bears north ten degrees fifteen minutes (10°15'), west two thousand five hundred ten and thirty-three hundredths (2510.33) feet; thence south twenty-eight degrees twenty-seven minutes (28°27'), east six hundred seventy-five and seventy-one hundredths (675.71) feet, to a point on the westerly right of way line of the Playa lateral which said line is also the easterly property line of the grantors, and from which point a cement post in said line bears north one degree fifty-five minutes (1°55'), west two hundred fifty-nine and twelve hundredths (259.12) feet, and at five hundred thirty-nine and twelve hundredths (539.12) feet the center line of State Highway #1; thence south one degree fifty-five minutes (1°55') east eighty-five and fourteen hundredths (85.14) feet; thence north eighty-nine degrees forty-seven minutes (89°47') west one hundred four and seventy-eight (104.78) feet; to a point from which northwest corner section sixteen (16) bears north eleven degrees fifty-seven minutes (11°57'), west three thousand two hundred eighteen and eighty-four hundredths (3218.84) feet, and a cement post on the southerly line of the grantors bears north eighty-nine degrees forty-seven minutes (89°47'), west one hundred six and twenty-two hundredths (106.22) feet; thence north twenty-eight degrees twenty-seven minutes (28°27'), west seven hundred seventy-five and ninety-seven hundredths (775.97) feet to a point on the property line between the land of the grantors and Rose Chambliss; thence along said line south eighty-eight degrees forty-one minutes (88°41'), east one hundred forty-nine and seventy-six (149.76) feet to point of beginning, said tract containing two and twenty-seven hundredths acres more or less.

~~For and in consideration of the faithful performance of this contract, the Contractor shall be paid as follows:~~

4. The Contractor does hereby release, acquit and discharge the United States from any and all liability for damages or compensation arising from entry upon the land above described and from the construction, operation and maintenance thereon heretofore and hereafter of works pertaining to the above-named Federal irrigation project.

5. The Contractor does hereby ratify and confirm the grant to the United States of the right of way across the land above described, under stock subscription contract with the El Paso Valley Water Users' Association.

6. The Contractor will furnish evidence satisfactory to the United States that the Contractor is the owner of said improvements and of the land on which the same are located, and that the improvements are free from any lien or encumbrance, and for this purpose will submit to the United States for examination any pertinent abstract of title or other title papers which the Contractor may have, with the right to the United States to make and retain copies of such papers; but any abstract of title additional to what the Contractor may now have, which the United States may require, shall be procured at the cost and expense of the United States.

7. The Contractor will procure and have recorded where proper for record, all evidences of title which in the opinion of the District Counsel for the Bureau of Reclamation, are necessary to show good title unencumbered, in the Contractor to the property purchased, and which may be requested by said District Counsel.

8. The United States will pay the Contractor the sum of Seventy-six⁰⁰/100 Dollars, upon Government voucher, by Treasury warrant or disbursing officer's check, as full purchase price of said improvements and as full payment for all damages by reason of the matters and things herein stated.

9. Liens or encumbrances against the property purchased may, at the option of the United States, be discharged at the time of payment, or a sufficient amount for this purpose may be retained from the purchase price and the same discharged with the money so retained; but this provision shall not be construed to give preference to any lien or encumbrance over this contract, nor as an assumption of the same by the United States.

10. The United States will permit the Contractor to retain possession, of the land above described, to use and enjoy the same, and to remove therefrom any property not the property of the United States, until 192, unless prior thereto it becomes necessary to occupy said land for Government purposes, in which event the Contractor will be duly notified; and the Contractor agrees that whenever so notified the Contractor will immediately yield and deliver up the possession of said land, together with the said improvements thereon purchased by the United States.

..... In the performance of this contract no person shall be employed who is undergoing a sentence of imprisonment at hard labor imposed by any municipal, territorial, or State court having criminal jurisdiction.

11.... No interest in this contract shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of the contract so far as the United States is concerned; all rights of action, however, for breach of this contract are reserved to the United States, as provided by section 3737, Revised Statutes of the United States.

12.... Where the operations of this contract extend beyond the current fiscal year it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the contractor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

13.... 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 to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract 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).

14.... The contractor warrants that the contractor has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business with others than the Government.

In witness whereof, The parties have hereto signed their names the day and year first above written.

THE UNITED STATES OF AMERICA,

5-11-26

By..... L. H. Lawson,

Superintendent....., Bureau of Reclamation.

Santos G. Cooper,
Fablo Frescas,
Gabino Paz, Jr.

Contractor.

By.....

P. O. Address 608 Park St., El Paso, Texas

Approved,, 192 .

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF Texas }
COUNTY OF El Paso } ss:

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a contract made by me, personally, with Santos G. Cooper, Pablo Frescas, Gabino Paz that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said Santos G. Cooper, Pablo Frescas, Gabino Paz to any other person or persons; and that the papers accompanying include all those relating to the said contract, as required by the statute in such case made and provided.

L M Lawson

Superintendent, Bureau of Reclamation.

Subscribed and sworn to before me at El Paso, Texas

[OFFICIAL SEAL] this 11th day of May, A. D. 1926

My commission expires June 1st, 1927

Geo. W. Hoadley

Notary Public in and for El Paso County, Texas.

NOTE.—Execute this affidavit only on the copy for the Returns Office; not on original.

INSTRUCTIONS

1. In the heading, in the blank following the words "Contract relating to," insert an appropriately descriptive word, such as Damages, Supplies, Repairs, Drayage, etc.
2. The post-office address of the contractor must appear in the contract, all dates plainly given and blanks carefully filled, and all particulars and conditions stated as fully and as clearly as practicable.
3. Erasures and interlineations or other irregularities must be explained over the signatures of the parties to this contract. A general statement that "erasures and interlineations were made before execution" is not sufficient.
4. Only one copy of a contract should be executed, unless the Contractor requests an executed copy, in which case the contract may be executed in duplicate.
5. A contract with a firm should describe the Contractor in the preamble, as, for instance, "Doe & Roe, a partnership, consisting of John Doe and Richard Roe, copartners," the names of all members of the firm being inserted. The contract should be signed in the firm name by a member thereof, who should also affix his title of "Copartner."
6. A contract with a corporation should describe the Contractor in the preamble, as, for instance, "Doe Mercantile Company, a corporation duly organized under the laws of the State of Colorado." The contract should be signed in the corporate name by an appropriate officer thereof, who should affix his official designation, together with the corporate seal. A certificate under the corporate seal that the officer signing the contract is authorized to do so should accompany the contract. If the corporation has no seal, the certificate should state that fact.
7. In the execution of this contract the names of the parties should be signed in ink in the usual manner and as written in the body of the instrument.

GOVERNMENT PRINTING OFFICE

Book 487 - 409

9 6 1 5 5

ORIGINAL

AGREEMENT

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

RIO GRANDE PROJECT.

THIS AGREEMENT, made April 10, 1916, in pursuance of the Act of June 17, 1902 (32 Stat., 368) and acts amendatory thereof and supplementary thereto, between THE UNITED STATES OF AMERICA, hereinafter styled the United States, by L. H. Lawson, Project Superintendent, Bureau of Reclamation, thereunto duly authorized, and subject to the approval of the proper supervisory officers of the United States Reclamation Service, and SANTOS G. COOPER, of 608 Park Street, El Paso, County of El Paso State of Texas, hereinafter styled Vendor, her heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties hereto have agreed that

2. For and in consideration of the payment of the amount specified herein, upon conditions herein named and of the mutual benefits to be derived from the construction of reclamation works either upon or in the vicinity of the lands herein described, the Vendor hereby agrees upon the terms and conditions hereinafter stipulated to sell and by good and sufficient Warranty Deed deed convey to the United States of America free of lien or incumbrance the following described real estate which is her separate property situated in the County of El Paso, State of Texas. to wit:

A tract of land approximately four (4) miles northwest of the town of Ysleta, and being a part of surveys 167 and 182 of the Ysleta Grant, and in the northeast quarter (NE 1/4) section seventeen (17), township thirty one (31) south range six (6) east Bureau of Reclamation survey, and more particularly described as follows:

Beginning at the point of intersection of the property line between the grantors herein and the Government with the southwesterly right of way line of State Highway #1; thence along said right of way line south seven degrees fifty six minutes, west two and seventy four hundredths (2.74) feet to a point from which the northeast corner of said section seventeen (17) bears north five degrees fifty seven minutes, east one thousand seven hundred and seven and five tenths (1707.5) feet; thence north seventy two degrees forty nine minutes, (72° 49') west three hundred sixty one and twenty six hundredths (361.26) feet; thence to the left along curve of one thousand three hundred eighty two and forty four (1382.44) feet radius a distance of six hundred sixty five and thirty seven (665.37) feet; thence south ten degrees twenty four minutes (10° 24') east fifty and no tenths (50.0) feet; thence south seventy nine degrees thirty six minutes, (79° 36') west five hundred fifty nine and fifty six hundredths (559.56) feet; thence north thirty three degrees forty five minutes, (33° 45') east, three hundred fifty four and four hundredths (354.04) feet to a point on a one thousand three hundred seventy two and sixty nine hundredths (1372.69) feet radius curve the tangent to the curve at that point bears south eighty eight degrees six minutes (88° 06') east and from which point the northeast corner of said section seventeen (17) bears north forty seven degrees sixteen minutes, (47° 16') east two thousand and seventy five and three nine hundredths (2075.39) feet; thence to the left along said curve a distance of two hundred ninety four and sixty nine hundredths (294.69) feet; thence north seventy nine degrees thirty six minutes, (79° 36') east twenty and five tenths (20.5) feet; thence to the right along a curve of one thousand five hundred fifty four and ninety four hundredths (1554.94) feet radius a distance of seven hundred forty eight and thirty nine hundredths (748.39) feet; thence south seventy two degrees forty nine minutes, (72° 49') east thirteen and ninety four hundredths (13.94) feet to a point on the southwesterly right of way line of State Highway #1; thence along said right of way line south forty six degrees forty four minutes (46° 44') east three hundred eighty six and twenty two hundredths (386.22) feet to point of beginning said tract containing five and ninety five hundredths (5.95) acres more or less. All curves measured on the arc.

4. The vendor further agrees to procure and have recorded at his own cost all assurances of title and affidavits which he may be advised by the proper Government officials are necessary and proper to show complete title in fee simple unincumbered, and the time spent in procuring, recording and transmitting the same to the officer acting on behalf of the United States (and in furnishing or securing abstract of title) shall be added to the time limit of this agreement.

5. In consideration whereof, the United States agrees that it will purchase said property on the terms herein expressed, and upon execution and delivery of the deed provides

B 451 1411

in article 2 and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it will cause to be paid to the Vendor as full purchase price and full payment for all damages for entry upon the above described land and the construction, operation, and maintenance of reclamation works under said act, the sum of Three Thousand six hundred seventy six 50/100 Dollars (\$3676.50), by U. S. Treasury warrant or fiscal officer's check.

6. Liens or incumbrances existing against said premises may, at the option of the United States, be removed at the time of conveyance by reserving the amount necessary from the purchase price and discharging the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or incumbrance as against this agreement, nor as an assumption of the same by the United States.

7. The Vendor may retain possession of said premises until April 26th, 1926 notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops thereon until April 26th, 1926 except that the proper officers and agents of the United States may at all times have unrestricted access to survey for and construct reclamation works, telephone, and electrical transmission lines, and other structures and appliances incident to said reclamation works, pursuant to said act of Congress, free of any claim for damage or compensation on the part of the Vendor.

8. This agreement shall become effective to bind the United States to purchase said premises immediately upon its approval by the proper supervisory officer of the Reclamation Service, and shall terminate by limitation at the expiration of Twelve months from its date, unless extended as above provided and shall inure to the benefit of and be binding upon the heirs and assigns of the Vendor, and also the assigns of the United States.

9. The Vendor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for service in connection therewith, any brokerage, commission, or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the United States, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid; Provided, however, It is understood that this covenant does not apply to the selling of goods through a bona fide commercial representative employed by the Vendor in the regular course of his business in dealing with customers other than the Government and whose compensation is paid, in whole or in part, by commissions on sales made, nor to the selling of goods through established commercial or selling agents or agencies regularly engaged in selling such goods.

10. Where the operations of this contract extend beyond the current fiscal year it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the Vendor hereby

releases the United States from all liability due to the failure of Congress to make such appropriation.

11. 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 110 of the act of Congress approved March 4, 1909 (35 Stat., 1109).

IN WITNESS WHEREOF the parties have hereto signed their names the day and year first above written.

Witnesses: _____

SEP 22 1926

THE UNITED STATES OF AMERICA,

By L. M. Lawson,
Superintendent, U.S.R.S.

Santos G. Cooper,
Vendor.

P. O. Address # 608 Park Street
El Paso, Texas.

SEP 22 1926 El Paso, Texas
A true and correct copy I do hereby
certify.

HECTOR ENRIQUEZ, JR.

County Clerk, El Paso Co., Texas

Approved: R. P. Tilton,
Chief Engineer

By [Signature]
Deputy

(Date) Jun 7, 1926. 192

STATE OF TEXAS)
COUNTY OF EL PASO)

(a). I, Geo. W. Hoadley, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Santos G. Cooper, unmarried, who is personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed, and delivered said instrument of writing as her free and voluntary act, for the uses and purposes therein set forth.

(b) I further certify that I did examine the said ___ separate and apart from her husband, and explained to her the content of the foregoing instrument, and upon that examination she declares that she did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and does not wish to retract the same.

Given under my hand and official seal, this 25th day of April, 1926.

(Notarial Seal)

Geo. W. Hoadley,
Notary Public in and for
El Paso County, Texas.

Filed for Record June 15, 1926, at 2:40 P. M.)

W. D. GREET, County Clerk,

And Recorded July 2, 1926, at 10:00 A. M.)

By [Signature] Deputy

9 0 1 5 6

RELEASE

THE STATE OF TEXAS)
COUNTY OF EL PASO)

WHEREAS, on the 3rd day of December, 1923, T. O. Alverson and wife Burnie Alverson executed and delivered to B. B. Crosby and C. B. Kilcrease a warranty deed conveying the following described real property to wit:

Lots 3 and 4, Block 17, Franklin Heights Addition to the City of El Paso, El Paso County, Texas, as said deed appears of record in Volume, ___ pages ___ deed records of said El Paso County, Texas; and as part payment of the purchase price for the said land,