

PLAYA DRAIN & LATERAL PETITION

10-(11), 9-(25), & 12-(34) TEXAS

EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1

El Paso County, Texas

A PETITION

for

THE RECLAMATION OF THE *Gallegos Norte* (YSLETA PLAYA) AREA

by

THE CONSTRUCTION OF  
DRAINS, LATERALS AND LEVEES by

THE UNITED STATES RECLAMATION SERVICE

From property owners in the District, assuming  
the extra cost thereof and granting the neces-  
sary right of way therefor, subject to clauses  
and conditions stated in the petition.



PETITION

1000

Valley Gate

WHEREAS, by reason of the topography and other physical conditions, the reclamation of the (Isleta Playa) area, comprising about 1200 acres of land situate within the boundaries of the El Paso County Water Improvement District No. 1, as shown more in detail on print hereto attached and made a part hereof, is attended with unusual difficulties and will involve a cost in excess of that with which other areas of the said water improvement district may be reclaimed; such reclamation requiring the construction of levees to protect said area from overflow, erosion, avulsion, or other damages arising from the location of the Rio Grande with reference to said area, in addition to the other facilities ordinarily required for reclamation; and,

WHEREAS, the owners of the land within said area desire the construction and operation of the necessary works for the reclamation of said lands despite the difficulties to be encountered and the additional risk involved.

NOW, THEREFORE, we the undersigned owners of land situate in said area, hereby petition the United States Reclamation Service to construct, operate and maintain such levees, drainage ditches, irrigation canals, and other works as may be considered necessary for the reclamation and protection of said area, and in consideration of the benefits to be derived from such works, we, and each of us, hereby agree that the cost of constructing, operating and maintaining said works over and above the cost of reclaiming other lands generally, within said water improvement district shall be paid by the landowners of said Isleta Playa area, in accordance with the special benefit which said landowners may receive by reason of the works so to be constructed, operated and maintained. Such excess cost to be borne by the landowners of said Isleta Playa area shall be fixed by the proper taxing authorities or other officers whose duty it is or may be to determine such charges in accordance with contracts between said El Paso County Water Improvement District No. 1 and the United States made and to be made pursuant to the various provisions of law applicable. Such charges shall be paid in the same manner that other charges are collected on account of construction and operation and maintenance.

We, the undersigned for and in consideration of the benefits to be derived from the construction and operation of the works hereinbefore mentioned upon, across or in the vicinity of our lands, hereby further agree, upon request of the proper officers of the United States Reclamation Service, to convey to the United States without charge the necessary right of way for any and all drainage ditches, irrigation canals, levees and other works which may be required and be constructed. Such right-of-way shall be

reclamation service.

WITNESS our hands and seals this 13<sup>th</sup> day of July A. D. 1919.

Black Elk (Seal)  
by E. M. B. [unclear] [unclear]



LIST OF PROPERTY OWNERS OWNING LAND IN THE YSLETA PLAYA DISTRICT

(Property owners do not sign here; sign on space provided)  
under petition)

--0--

Ownership  
(as shown on map)

Present Owner  
(To be checked off as signed )  
(up by Right of Way Committee)

Date  
Signed

- ✓ 1. I. G. Gaal
- ✓ 2. F. Martinez
- ✓ 3. F. G. Alderete
- ✓ 4. Mrs. J. L. James
- ✓ 5. F. G. Candalaria
- ✓ 6. F. Martinez, et al
- ✓ 7. B. Alderete
- ✓ 8. Josefa Benevides *J. Alderete, Est.*
- ✓ 9. J. A. Apodaca
- ✓ 10. G. B. Clark *Ysleta*
- ✓ 11. Diaz-Apodaca
- ✓ 12. A. Padilla
- ✓ 13. I. Diaz *Ignacio C.*
- ✓ 14. R. Horton *Ysleta*
- ✓ 15. Madrid-Diaz
- ✓ 16. S. Madrid
- ✓ 17. F. G. Lemley *Mr. Wilmon*
- ✓ 18. Jose Gonzales
- ✓ 19. C. Loomis
- ✓ 20. Loomis-Hill
- ✓ 21. C. S. Hill
- ✓ 22. Hill-McChesney *Margaret Clara*
- ✓ 23. J. Garcia *Alderete*

*all the attached  
just for Ysleta*

### PETITION

WHEREAS, by reason of the topography and other physical conditions, the reclamation of the Ysleta Playa area, comprising about 1200 acres of land situate within the boundaries of the El Paso County Water Improvement District No. 1, as shown more in detail on print hereto attached and made a part hereof, is attended with unusual difficulties and will involve a cost in excess of that with which other areas of the said water improvement district may be reclaimed; such reclamation requiring the construction of levees to protect said area from overflow, erosion, avulsion, or other damages arising from the location of the Rio Grande with reference to said area, in addition to the other facilities ordinarily required for reclamation; and,

WHEREAS, the owners of the land within said area desire the construction and operation of the necessary works for the reclamation of said lands despite the difficulties to be encountered and the additional risk involved.

NOW, THEREFORE, we the undersigned owners of land situate in said area, hereby petition the United States Reclamation Service to construct, operate and maintain such levees, drainage ditches, irrigation canals, and other works as may be considered necessary for the reclamation and protection of said area, and in consideration of the benefits to be derived from such works, we, and each of us, hereby agree that the cost of constructing, operating and maintaining said works over and above the cost of reclaiming other lands generally, within said water improvement district shall be paid by the landowners of said Ysleta Playa area, in accordance with the special benefit which said landowners may receive by reason of the works so to be constructed, operated and maintained. Such excess cost to be borne by the landowners of said Ysleta Playa area shall be fixed by the proper taxing authorities or other officers whose duty it is or may be to determine such charges in accordance with contracts between said El Paso County Water Improvement District No. 1 and the United States made and to be made pursuant to the various provisions of law applicable. Such charges shall be paid in the same manner that other charges are collected on account of construction and operation and maintenance.



We, the undersigned for and in consideration of the benefits to be derived from the construction and operation of the works hereinbefore mentioned upon, across or in the vicinity of our lands, hereby further agree, upon request of the proper officers of the United States Reclamation Service, to convey to the United States without charge the necessary right of way for any and all drainage ditches, irrigation canals, levees and other works which may be required and be constructed. Such right-of-way shall be

conveyed by quit-claim deed or other instrument or instruments in writing satisfactory to the United States, the location and extent of such right-of-way to be determined by the proper officers of the United States Reclamation Service.

WITNESS our hands and seals this 2nd day of December A. D. 1919.

Mrs. J. L. Lamy	Chas R. Zoonis (Seal)
By J. L. Lamy in Fee	H. H. Scott
J. G. Goad	Interurban Improvement Co.
Terrace Imp Co. By J. L. Lamy	by J. L. Lamy
Margaret Clark	J. F. Colet.
John Wiseman	Leona S. Berger By C. S. Berger
Class Commercial Co. By L. L. Murphy	Edmund & Antonette Carona
Juan Apodaca	B. J. Verley
Rose A. Apodaca	J. A. C. Lee
Juan Calvillo	Estate Felix Martinez
Dorotes Dias	By R. A. Hughes
Robert Horton	Estate Felix Martinez
Antonio A. Apodaca	By R. A. Hughes
Alexander Garcia	Garcia & Co.
James M. Gonzalez	Cables Estate
J. Mullins	By J. A. Bonarronte
J. Hill	H. J. Cole
J. D. Porcher	R. A. Hughes
By J. S. & J. D. Porcher	Juan's A. K. K. by J. A.
W. J. Stanton	J. M. Gibbs
S. J. Isaacs	R. N. W. W. W.
N. W. W. W. (for drain only)	A. A. Aldey
George R. R. R.	Isaac Aldey Estate
George R. R. R.	Isaac Aldey
C. V. R. R.	Isaac Aldey
Thos M. Lyons	Catarino Pedregal



THE STATE OF TEXAS, }  
County of El Paso.

28287

WHEREAS, on the 2nd day of JANUARY A. D. 1935, JOSE S. LOPEZ made, executed and delivered to ELENA C. WINGO, five (5) certain promissory notes of that date, being Notes Nos. 1, 2, 3 and 4 for \$300.00 each, and Note No. 5 for \$3100.51, due, respectively, in 1, 2, 3, 4 and 5 years after their date, with interest on each of said notes at the rate of seven percent per annum, interest payable annually, and containing the usual 10% attorney's fee and accelerating maturity clauses, payable at El Paso, Texas;

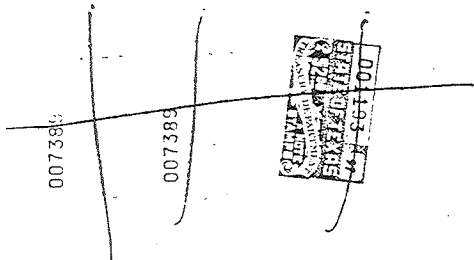
AND WHEREAS, said notes are secured by a Vendor's Lien on the following described property, to-wit:-

29.094 acres of land, more or less, located west of West Yaleta, Texas, and being a portion of Surveys Nos. 122 and 123, of the YSLETA GRANT, El Paso County, Texas, and known as all of Tract No. Nine (9) and a portion of Tract Seven A (7A), Block Thirty-five (35) of the Yaleta Grant, in El Paso County, Texas.

AND WHEREAS, by instrument dated January 2nd, 1935, ELENA C. WINGO, joined pro-forma by her husband T. M. Wingo, sold, transferred and assigned all of said notes, together with the lien securing same, to THE CITY MORTGAGE COMPANY, of El Paso, Texas said instrument being recorded in Book 595, at page 294, of the Deed Records of El Paso County, Texas;

AND WHEREAS, said notes have been reduced to a balance of \$2800.00;

AND WHEREAS, it is now desired that said balance of \$2800.00 be extended to become due and payable \$300.00 or more per annum, beginning January 2nd, 1943, with interest at the rate of six percent (6%) per annum, instead of seven percent as called for in the notes, all other terms and conditions of said note to remain unaltered.



And it is hereby especially agreed that if said note..... is..... placed in the hands of an attorney for collection or suit, or through probate Court, the payor..... agree..... to pay ten per cent additional on the principal and interest then owing thereon as attorney's fees. And as a further consideration for the extension of said lien..... said..... Jose S. Lopez, joined by his wife, Pay C. Lopez agree..... that..... they shall and will, at..... their own proper cost and expense, keep the property and premises herein described, and upon which said lien exists, in good repair and condition, pay and discharge as they are or may become payable all and every the taxes due and to become due, on said property, and shall also keep the said property fully insured in some good and responsible Fire and Tornado Insurance Company, approved by the holder of said note....., to whom the loss, if any, shall be payable, as their interest may appear, and by whom said policies shall be kept.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That in consideration of the premises and of one dollar cash paid, receipt of which is hereby acknowledged, the said..... THE CITY MORTGAGE COMPANY, of El Paso, Texas, a corporation,..... hereby agree..... that the time of payment of said sum herein specified may be extended and become due and payable as herein above set forth.

All other terms and conditions of said note..... and lien..... to remain unaltered, and said..... JOSE S. LOPEZ, joined by his wife, Pay C. Lopez obligate themselves..... that said note..... shall be paid at above specified time according to the true tenor and effect of same, and above described lien..... shall continue in force and effect to secure such extension of said indebtedness.

Witness the signatures of the respective parties hereto this..... 5<sup>th</sup> day of..... January..... A. D. 1942.

ATTEST:

Secretary

THE CITY MORTGAGE COMPANY

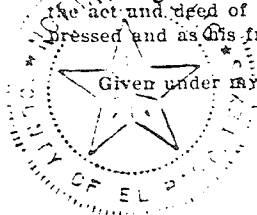
By

President.

Jose S. Lopez  
Jose Lopez

The State of Texas, County of El Paso.

Before me the undersigned authority, on this day personally appeared W. Cooley  
President of The City Mortgage Company, of El Paso, Texas, a corporation, known to me to be  
the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as  
the act and deed of said corporation, as President thereof, and for the purposes and consideration therein ex-  
pressed and as his free act and deed.



Given under my hand and seal of office, this the 5th day of January, A. D. 1942

Eleanor C. Ranck  
Notary Public, El Paso County, Texas.

ELEANOR C. RANCK  
Notary Public, El Paso County, Texas  
My commission expires June 1, 1943

The State of Texas, County of El Paso.

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

Jose S. Lopez

known to me to be the person whose name is subscribed to the foregoing instruments, and acknowledged to me  
that he executed the same for the purposes and consideration therein expressed and as his free act and deed.

Given under my hand and seal of office, this the 5th day of January, A. D. 1942

Eleanor C. Ranck  
Notary Public, El Paso County, Texas.

ELEANOR C. RANCK  
Notary Public, El Paso County, Texas  
My commission expires June 1, 1943

The State of Texas, County of El Paso.

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

Paz O. Lopez

wife of Jose S. Lopez

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 Paz O. Lopez  
acknowledged such instrument to be her free act and deed, and declared that she had willingly signed the same for the  
purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 5th day of January, A. D. 1942

Eleanor C. Ranck  
Notary Public, El Paso County, Texas.

ELEANOR C. RANCK  
Notary Public, El Paso County, Texas  
My commission expires June 1, 1943

28287  
ENSION AGREEMENT

Between

Jose S. Lopez et ux Paz O. Lopez

and

THE CITY MORTGAGE COMPANY,

of El Paso, Texas.

ED FOR RECORD

JAN 6 1942

0 CLOCK M.

AND RECORDED

JAN 14, 1942

0 CLOCK A. M.

D. LOVETT, County Clerk

W. T. Duncan DEPUTY

ELLIS BROS. 19325

15/42

260



WHEREAS, on the 2nd day of JANUARY A. D. 1935, JOSE S. LOPEZ made, executed and delivered to ELENA C. WINGO, five (5) certain promissory notes of that date, being Notes Nos. 1,2,3 and 4 for \$300.00 each, and Note No. 5 for \$3100.51, due, respectively, in 1,2,3,4 and 5 years after their date, with interest on each of said notes at the rate of seven percent per annum, interest payable annually, and containing the usual 10% attorney's fee and accelerating maturity clauses, payable at El Paso, Texas;

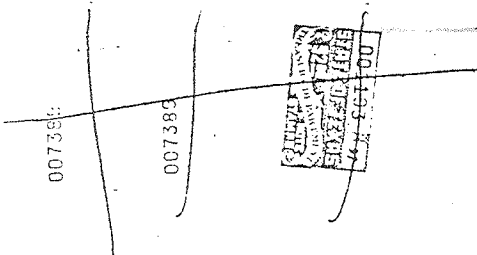
AND WHEREAS, said notes are secured by a Vendor's Lien on the following described property, to-wit:-

29.094 acres of land, more or less, located west of West Yaleta, Texas, and being a portion of Surveys Nos. 122 and 123, of the YSLETA GRANT, El Paso County, Texas, and known as all of Tract No. Nine (9) and a portion of Tract Seven A (7A), Block Thirty-five (35) of the Yaleta Grant, in El Paso County, Texas.

AND WHEREAS, by instrument dated January 2nd, 1935, ELENA C. WINGO, joined pro-forma by her husband T. M. Wingo, sold, transferred and assigned all of said notes, together with the lien securing same, to THE CITY MORTGAGE COMPANY, of El Paso, Texas said instrument being recorded in Book 595, at page 294, of the Deed Records of El Paso County, Texas;

AND WHEREAS, said notes have been reduced to a balance of \$2800.00;

AND WHEREAS, it is now desired that said balance of \$2800.00 be extended to become due and payable \$300.00 Or more per annum, beginning January 2nd, 1943, with interest at the rate of six percent (6%) per annum, instead of seven percent as called for in the notes, all other terms and conditions of said note to remain unaltered.



And it is hereby especially agreed that if said note.....is.....placed in the hands of an attorney for collection or suit, or through probate Court, the payor.....agree.....to pay ten per cent additional on the principal and interest then owing thereon as attorney's fees. And as a further consideration for the extension of said lien.... said..... Jose S. Lopez, joined by his wife,..... Lopez.....agree.....that.....they.....shall and will, at.....their own proper cost and expense, keep the property and premises herein described, and upon which said lien exists, in good repair and condition, pay and discharge as they are or may become payable all and every the taxes due and to become due, on said property, and shall also keep the said property fully insured in some good and responsible Fire and Tornado Insurance Company, approved by the holder of said note...., to whom the loss, if any, shall be payable, as their interest may appear, and by whom said policies shall be kept.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That in consideration of the premises and of one dollar cash paid, receipt of which is hereby acknowledged, the said..... THE CITY MORTGAGE COMPANY, of El Paso, Texas a corporation,.....hereby agree.....that the time of payment of said sum herein specified may be extended and become due and payable as herein above set forth.

All other terms and conditions of said note.... and lien....to remain unaltered, and said..... JOSE S. LOPEZ, joined by his wife,..... Lopez.....obligate themselves.....that said note.... shall be paid at above specified time according to the true tenor and effect of same, and above described lien.... shall continue in force and effect to secure such extension of said indebtedness.

Witness the signatures of the respective parties hereto this..... 5<sup>th</sup> day of..... January..... A. D. 1942.

ATTEST:

Secretary

THE CITY MORTGAGE COMPANY

By

President.

Jose S. Lopez  
Jose S. Lopez

The State of Texas, County of El Paso.

Before me the undersigned authority, on this day personally appeared W. Cooley  
President of The City Mortgage Company, of El Paso, Texas, a corporation, known to me to be  
the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as  
the act and deed of said corporation, as President thereof, and for the purposes and consideration therein ex-  
pressed and as his free act and deed.

Given under my hand and seal of office, this the 5<sup>th</sup> day of January, A. D. 1918.

Eleanor C. Rausch  
Notary Public, El Paso County, Texas.

ELEANOR G. FAULK --  
Notary Public, E. Fannin County, Texas  
My Commission expires June 1, 1943

The State of Texas, County of El Paso.

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

Jose S. Lopez

known to me to be the person.... whose name..... 18..... subscribed to the foregoing instruments, and acknowledged to me that he..... executed the same for the purposes and consideration therein expressed and as his free act and deed.

Given under my hand and seal of office, this the 54 day of January, A. D. 1982

Notary Public, El Paso County, Texas.

— ELEANOR C. PAYOK —  
Notary Public, El Paso County, Texas  
My commission expires June 1, 1948

The State of Texas, County of El Paso.

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

Paz O. López

wife of.....Jose S. Lopez

.....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.....Paz O. Lopez.....

acknowledged such instrument to be her free act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 5th day of January, A. D. 1942

Notary Public, El Paso County, Texas.

ELEANOR C. RANCK  
Notary Public, El Paso County, Texas  
My commission expires June 1, 1944

# ENSION AGREEMENT

Беткен

ST. LOPEZ OF PAZ O. LOPEZ

13113

THE CITY MORTGAGE COMPANY, INC.

of El Paso, Texas.

COLLEGE

JAN 6 1942

0 CLOCK / H.

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LIBRARY  
OF THE  
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Jan 14, 1942

9 o'clock a m.

Deputy County Clerk

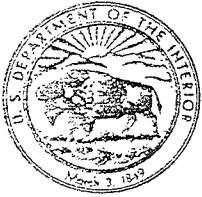
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1/42

2.6-3





# United States Department of the Interior

BUREAU OF RECLAMATION  
WASHINGTON, D.C. 20240

IN REPLY  
REFER TO:

420

730.-

AUG 8 1972

Hon. Richard C. White  
House of Representatives  
Washington, D. C.

Dear Mr. White:

This is in further reference to your letter of July 11, 1972, and our interim reply of July 17, 1972, regarding the right-of-way problem of Mrs. Lillian L. Morales of El Paso, Texas.

It has never been the practice to record right-of-way documents in Washington. The documents must be recorded in the county in which the land is located. Copies are retained in our project offices.

Under the circumstances, it is suggested that Mrs. Morales again contact our Rio Grande Project Office located at 1221 Mills Building, 303 North Oregon, El Paso, Texas 79901, for further discussion concerning this problem. Our personnel there will be pleased to assist Mrs. Morales to the greatest extent practicable.

Sincerely,

ELLIS L. ARMSTRONG  
Ellis L. Armstrong  
Commissioner

Enclosure

cc:  
Regional Director, Amarillo, Texas  
Project Superintendent, El Paso, Texas

BUREAU OF RECLAMATION EL PASO, TEXAS	
RECD AUG 11 1972	
ROUTE TO	Initials
PROD. SUP.	✓
ENG. SERV.	
ENCL.	a fto
IRRI.	
FIN. CC.	
PROD.	✓
SUPP.	
PERS.	
EB	LC VS

The State of Texas,

52018

County of EL PASO.

Know All Men by These Presents:

That I, JOSE S. LOPEZ, single man,

of the County of El Paso, State of Texas, for and in consideration of the sum of TEN and no/100 Dollars, cash, and other good and valuable considerations, the receipt of which is hereby acknowledged; ~~XXXXXXXX~~  
to me in hand paid by GILBERTO MORALES, ~~XXXXXXXX~~

and the further consideration of the following:

JSL  
\$2,012.42, as evidenced by one certain promissory note of even date herewith, executed by the Grantee herein and payable to the order of FIRST SAVINGS AND LOAN ASSOCIATION OF EL PASO, as in the said note provided. The said note contains the usual acceleration or maturity and 10% attorney's fee clauses.

The said note is further secured by a DEED OF TRUST of even date herewith from the Maker of the said note to W. C. PETICOLAS, as Trustee for the Payee.

The Grantor herein does hereby transfer the superior title to FIRST SAVINGS AND LOAN ASSOCIATION OF EL PASO.

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

GILBERTO MORALES,

of the County of El Paso, State of Texas, all that certain tract or parcel of real estate situate, lying and being in the County of El Paso and State of Texas, more particularly described as follows, to-wit:

A PORTION of TRACT SEVEN-A (7-A) in BLOCK THIRTY-FIVE (35) of the YSLETA GRANT in CITY OF EL PASO, EL PASO COUNTY, TEXAS, according to the RESURVEY of said GRANT made by El Paso County, Texas, for tax purposes, and containing 0.966 of an acre of land, more or less, and being more particularly described by metes and bounds, as follows, to-wit:

BEGINNING at a point on the South right-of-way line of RIVERSIDE DRIVE and the Northeast (NE) corner of TRACT 7-F, BLOCK 35, YSLETA GRANT: THENCE South 74° 53' West 1302.44 feet to the POINT OF BEGINNING of this parcel;  
THENCE South 65° 56' 30" East a distance of 298.56 feet to a point;  
THENCE South 59° 17' East a distance of 343.32 feet to a point;  
THENCE South 56° 09' 30" West, a distance of 22.11 feet to a point;  
THENCE North 59° 17' West, a distance of 343.32 feet to a point;  
THENCE North 85° 17' West, a distance of 576.30 feet to a point;  
THENCE North 74° 53' East a distance of 31.56 feet to the POINT OF BEGINNING, and containing 0.966 of an acre of land, more or less.

(According to Field Notes prepared by TOMY BORRERO, SURVEYOR.)

This conveyance is made expressly subject to easements, restriction, and

332 2135

reservations of record.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereon in anywise belonging unto the said

his **GILBERTO MORALES, his**

heirs and assigns forever and I do hereby bind myself, my

heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said

**GILBERTO MORALES, his**

his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

**BUT IT IS EXPRESSLY AGREED AND STIPULATED that the Vendor's Lien is retained in favor of FIRST SAVINGS AND LOAN ASSOCIATION OF EL PASO against the abovescribed property, premises and improvements until the above described note, and all interest thereon, are fully paid according to its face and tenor, free and loading, when this Deed shall become absolute.**

WITNESS my hand at El Paso, Texas,

this 22d day of MARCH, A.D. 19 71.

Witness at request of Grantor:

*Jose S. Lopez*  
JOSE S. LOPEZ

332 2136



SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,  
COUNTY OF EL PASO.

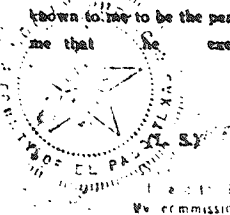
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

**JOSE S. LOPEZ,**

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 the 24<sup>th</sup> day of MARCH A. D. 19 71.



Notary Public in and for EL PASO County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,  
COUNTY OF

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

known to me to be the person whose name 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 the day of A. D. 19

(L. S.)

Notary Public in and for County, Texas

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,  
COUNTY OF

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

known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said

a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

this the day of A. D. 19

(L. S.)

Notary Public in and for County, Texas

THE STATE OF TEXAS,  
COUNTY OF

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the day of A. D. 19 at o'clock M., and was duly recorded by me on the day of A. D. 19 in Vol. page of the Records of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in the day and year last above written.

(L. S.)

County Clerk County, Texas

By Deputy

332 2137

(Notarial Seal, County of El Paso, Texas)

Eleanor C. Ranck,  
Notary Public, El  
Paso County, Texas.

Filed for Record Jan. 16, 1935 at 4:10 P. M. | W. D. GREET, County Clerk,  
And Recorded Jan. 25, 1935 at 3:40 P. M. | By *E. L. Weaver*, Deputy

7 9 9 7 5

WARRANTY DEED V.L.

THE STATE OF TEXAS |  
COUNTY OF EL PASO. |

KNOW ALL MEN BY THESE PRESENTS: That we, Elena C. Wingo, joined pro forma by T. M. Wingo, her husband, and Marian B. Cooley, joined pro forma by W. Cooley, her husband, of the County of El Paso, State of Texas, for and in consideration of the sum of Four Thousand Eight Hundred and 51/100 (\$4800.51) Dollars, paid and secured to be paid by Jose S. Lopez, as follows:

The sum of Five Hundred and no/100 (\$500.00) Dollars, cash, to us in hand paid, the receipt of which is hereby acknowledged, and the further sum of Four Thousand Three Hundred and 51/100 (\$4300.51) Dollars, evidenced by the execution and delivery on the part of the said Grantee herein, of his five (5) certain promissory notes, of even date with this deed, signed by Jose S. Lopez, and payable to the order of Elena C. Wingo, bearing interest at the rate of seven per cent (7%) per annum, payable annually, and containing the usual ten per cent (10%) attorney's fee and accelerating maturity clauses, being Nos. 1, 2, 3, and 4, for the principal sum of \$300.00 each, and note No. 5, for \$3100.51, due respectively 1, 2, 3, 4 and 5 years after their date.

Grantee assumes all unpaid construction charges due the United States of America, and also assumes all water charges and taxes after January 1st, 1935.

HAVE GRANTED, SOLD AND CONVEYED, and by these presents do Grant, Sell and Convey unto the said Jose S. Lopez, of the County of El Paso, and State of Texas, all that certain tract or parcel of land, lying and being situated in the Ysleta Grant, El Paso County, Texas, and more particularly described as follows, to wit:

29.064 acres of land more or less, located West of West Ysleta, and is a portion of Surveys Nos. 122, and 123, of the Ysleta Grant, El Paso County, Texas, and is now known as All of Tract No. Nine (9) and the portion of Tract Seven A, Block Thirty five (35) of the Ysleta Grant, in El Paso County, Texas, and being more particularly described by metes and bounds, as follows, to wit:

Beginning at a pipe the most Easterly corner of Tract No. 9, Block 35, Ysleta Grant, located in the Westerly right of way line of Riverside Drive said Drive parallels the Playa Drain Canal, and West of the Ysleta High School, from this point a county road monument in the intersection of Davis Boulevard and State Highway No. 80 bears North 14° 10' East 1032.5 feet; thence South 88° 43' West 327.4 feet and along an old fence line to a pipe; thence South 47° 07' West 246.9 feet and along an old fence line to a pipe; thence North 83° 52' West 244.8 feet along an old fence line to a pipe; thence South 41° 20' West 295.0 feet to a point in the Easterly right of way line of the Playa Intercepting Drain; thence along the Playa Intercepting Drains Easterly right of way line the following courses and distances; North 42° 10' West 200.0 feet; thence North 56° 18' West 200.0 feet;

North 59° 17' West 889.5 feet; North 85° 17' West 576.3 feet and the Northwest corner of Tract No. 7A; thence North 74° 53' East 1634.0 feet and along the North line of Tract No. 7A, to a pipe set in the West right of way line of Riverside Drive; thence South 56° 15' East 463.6 feet and along the West right of way line of River Side Drive to a

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 the 7th day of January, A.D. 1935.

(Notarial Seal, County of El Paso, Texas)

Maudie E. Healy,  
Notary Public in and for  
El Paso County, Texas.

Filed for Record Jan. 16, 1935 at 4:10 P. M. | W. D. GREET, County Clerk,  
And Recorded Jan. 25, 1935 at 4:40 P. M. | By *C. S. Weaver* Deputy

7 9 9 7 6

ASSIGNMENT OF LIEN.

THE STATE OF TEXAS |  
COUNTY OF EL PASO. |

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 2nd day of January, A.D. 1935, Jose S. Lopez, did execute five (5) certain notes, described as follows:

- No. 1 for \$300.00 due 1 year after date;
- No. 2 for \$300.00 due 2 years after date;
- No. 3 for \$300.00 due 3 years after date;
- No. 4 for \$300.00 due 4 years after date;
- No. 5 for \$100.51 due 5 years after date;

said notes all bearing interest at the rate of seven per cent (7%) per annum, payable annually, and containing the usual ten per cent (10%) attorney's fee and accelerating maturity clauses, signed by Jose S. Lopez and payable to the order of Elena C. Wingo, and which said notes are set out and described in a certain Warranty Deed executed by Elena C. Wingo, and husband T. M. Wingo, Marian B. Cooley, and husband, W. Cooley, to Jose S. Lopez, and recorded in volume \_\_ page \_\_, records of Deeds of El Paso County, Texas, and secured by the Vendor's lien therein expressed, on the following described lot, or parcel of land, situated in the County of El Paso, State of Texas, to wit:

29.094 acres of land more or less, located West of West Ysleta, and is part of Surveys Nos. 122, and 123, of the Ysleta Grant, El Paso County, Texas, and is now known as all of Tract No. Nine (9), and the portion of Tract Seven a, (7-A) Block Thirty five (35) of the Ysleta Grant lying West of the Playa Drain, all according to survey made for El Paso County Tax Records in February of 1929 and further according to the survey made by P.A. Colwell, County Surveyor of El Paso County, Texas, on December 29, 1934, to which reference is made for full particular description of said land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Elena C. Wingo, (joined pro forma by her husband T. M. Wingo) the payee and owner and holder of said note, for and in consideration of the sum of Four Thousand Three Hundred and 51/100 (\$4300.51) Dollars to me in hand paid by The City Mortgage Company of El Paso, Texas, a corp., the receipt of which is hereby acknowledged, have Sold, Transferred and Conveyed, and do hereby Sell, Transfer and Convey unto said The City Mortgage Company of El Paso, Texas, a corporation, of the County of El Paso, Texas, the said Notes and said lien and all liens and titles held by me in and to said land.

TO HAVE AND TO HOLD the same unto the said The City Mortgage Company of El Paso, Texas, its successors and assigns forever;

WITNESS our hands this 2nd day of January, A.D. 1935.

Elena C. Wingo

T. M. Wingo

THE STATE OF TEXAS |  
COUNTY OF EL PASO. |

Before me, the undersigned, a Notary Public in and for said County and



52318

123 123-350

FILED FOR RECORD

**Warranty Deed**  
GIVE VENDOR'S LIES  
FROM

1971 MAR 21 11

JOSE S. LOPEZ

TO

GILBERTO MORALES

*Luis E. Lowell*

FILED FOR RECORD

This.....day of....., A.D. 19.....

STATE OF TEXAS

COUNTY OF EL PASO

o'clock.....M.

I hereby certify that this instrument was filed on the  
date and time stamped hereon by me and was duly re-  
corded in the volume and page of the named records  
of El Paso County, Texas, as stamped hereon by me.

County Clerk

MAR 21 1971

Deputy

RECORDED



*J. W. Fields*

A. D. 19.....

In.....

County Records

COUNTY CLERK, El Paso County, TEXAS

on Page.....

County Clerk

By.....

Deputy

Recording Fee \$.....

This instrument should be filed immediately with  
the County Clerk for Record.

*Mail to 3636 Monroe*

*El Paso Twp 19830*

For Other Companies, Publishers, Deeds

332 2136

52319

125 103-350

FILED FOR RECORD

**Warranty Deed**

FROM

1971 MAR 21 10 4 12

**JOSE S. LOPEZ**

TO

*Luis E. Lowell*

**GILBERTO MORALES**

FILED FOR RECORD

This \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

County Clerk

By \_\_\_\_\_

Deputy

RECORDED

A. D. 19\_\_\_\_

County Records

In Book \_\_\_\_\_

on Page \_\_\_\_\_

County Clerk

By \_\_\_\_\_

Deputy

Recording Fee \$ \_\_\_\_\_

This instrument should be filed immediately with the County Clerk for Record

**Mat T.**

**3636 Monroe**

**El Paso, Texas**

**-112 2142**



MAR 21 1971

*J. S. Little*

COUNTY CLERK, El Paso County, Texas

The State of Texas,

County of EL PASO.

52319

Know All Men by These Presents:

That I, JOSE S. LOPEZ, a single man,

of the County of El Paso, State of Texas, for and in consideration  
of the sum of TEN and no/100 Dollars, cash, and other good and valuable consid-  
erations, the receipt of which is hereby acknowledged; ~~XXXXXX~~

to me in hand paid by GILBERTO MORALES,

as follows:

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

GILBERTO MORALES,

of the County of El Paso, State of Texas. all that certain  
tract or parcel of real estate situate, lying and being in the COUNTY OF  
EL PASO and STATE OF TEXAS, more particularly described as follows, to-wit:

A PORTION of TRACT SEVEN-A (7-A), BLOCK THIRTY-FIVE (35) of the  
YSLETA GRANT in the CITY OF EL PASO, EL PASO COUNTY, TEXAS, according to the  
RESURVEY of said Grant made by County of El Paso for tax purposes, contain-  
ing 0.578 of an acre of land, more or less, and being more particularly de-  
scribed by metes and bounds as follows, to-wit:

BEGINNING at a point on the South right-of-way line of RIVERSIDE  
DRIVE, said point bears South 56° 15' East 156.51 feet from the MOST  
NORTHERLY CORNER of TRACT 7-F, BLOCK 35, YSLETA GRANT;

THENCE South 56° 15' East, a distance of 27.04 feet to a point;

THENCE South 56° 09' 30" West, a distance of 1007.46 feet to a point;

THENCE North 59° 17' West, a distance of 27.68 feet to a point;

THENCE North 56° 09' 30" East, a distance of 1009.03 feet to the

POINT OF BEGINNING, and containing 0.578 of an acre of land, more or less.  
(According to Field Notes prepared by TONY BORRERO, SURVEYOR.)

THE PROPERTY HEREIN CONVEYED IS TO BE DEDICATED AND USED AS A PUBLIC ROAD.

This conveyance is made expressly subject to easements, restrictions, and

312 2139



Reservations of record.

The Grantee herein (GILBERTO MORALES) joins herein and agrees that the said property is hereby dedicated for use as a PUBLIC ROAD; provided, however, that should the said road ever be abandoned, this dedication shall be of no further force and effect.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said

GILBERTO MORALES,

his heirs and assigns forever and I do hereby bind myself, my

heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said

GILBERTO MORALES,

his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my hand at El Paso, Texas,

this 22d day of MARCH, A.D., 1971.

WITNESSES

Gilberto Morales  
GILBERTO MORALES

Jose E. Lopez  
JOSE E. LOPEZ



332 2140

## SINGLE ACKNOWLEDGMENT

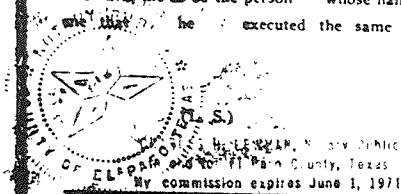
THE STATE OF TEXAS,  
COUNTY OF **EL PASO**

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **JOSE S. LOPEZ,**

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 the **24<sup>th</sup>** day of **MARCH** A. D. 19 **71.**



*Charles Newman*  
Notary Public in and for **EL PASO** County, Texas

## SINGLE ACKNOWLEDGMENT

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

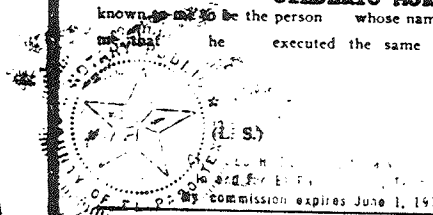
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

**GILBERTO MORALES,**

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 the **24<sup>th</sup>** day of **MARCH** A. D. 19 **71.**



*Charles Newman*  
Notary Public in and for **EL PASO** County, Texas

## CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,  
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared  
whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said  
a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

this the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19 \_\_\_\_\_

(L. S.)

Notary Public in and for \_\_\_\_\_ County, Texas

THE STATE OF TEXAS,  
COUNTY OF

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19 \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and was duly recorded by me on the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19 \_\_\_\_\_ in Vol. \_\_\_\_\_, page \_\_\_\_\_ of the Records of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in the day and year last above written.

(L. S.)

County Clerk

County, Texas

By

De

332 2141

# STATE OF CALIFORNIA COUNTY OF GRANT 1-20-01

U.S.B.R. RIGHT OF WAY

PLANNED LATERAL

BANK

2

273.1'

15.6

N 68° 38' W

264.0

N 77° 05' W

161.0

N 71° 35' W

583.2'

N 65° 11' W

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Miami Ariz. 3-11-20  
Mr. H. H. Irwin  
El Paso Tex.

Dear Sir

I will be glad to have  
you either sign the petition for me  
or you may use this letter.

I own Lot 14 - Block C,  
in Chesley track.

Am. also writing my brother  
to night so you will hear from  
him in a short I am  
very much in favor of this

as at present the land is  
useless. and I believe that  
every small track will be  
put in cultivation if it is  
reclaimed. Wishing you  
success in the undertaking

I am yours truly

A E Dudley

Box 442 Miami Ariz



attach this letter, as you desire.  
Thanking you for your consideration  
and activity in pushing this  
matter through, I am

Yours very truly,  
S. H. Eaton

Rep. 7<sup>th</sup> Dec. 7/8

Mr H. H. Irwin  
El Paso, Tex

Gary, Ind  
812 Jackson

Dear Sir:

I am in favor  
of the proposition you suggest  
regarding drainage of  
seepage land and irrigation  
of same. I agree to petitioning  
the Government to do same  
and am willing to stand for my  
share of the cost. I am owner  
of lots 8 & 9, Block B, Christy tract.  
You may forward petition or

W. H. Silber's  
Petition • Drain  
Plaza Drain & material

Files  
Petition • 12-33, Texas  
Petition • 10-11, 9-ES,  
& 12-64, Texas

3 May 27

625 North 1<sup>st</sup> Avenue,  
Phoenix, Arizona,  
March 20, 1920.

Mr. W. W. Irwin, (Recd. 3/21  
El Paso, Texas. Ack. 3/21)

Dear Sir:

This gives you  
permission & authority to  
sign my name to the  
petition to the U. S. Govern-  
ment to get Drainage  
Canals constructed in  
the Ysleta District (Texas)

Yours truly,  
J. M. Dudley, Jr.



EMULSIO--  
A SOURCE  
OF RELIEF  
FOR TORTURED  
LUNGS

HAY FEVER  
BRONCHITIS  
ASTHMA  
AND  
CHRONIC  
COUGHS  
CROUP  
COLDS

EMULSIO--A TREATMENT FOR TUBERCULOSIS IN ITS INCIPIENCY

## EMULSIO CHEMICAL COMPANY

EDGAR BRISCOE, MANAGER  
MRS. W. P. BAUGH, SECRETARY

432 HAYS STREET

P. O. BOX 209

PHONE TRAVIS 1095

SAN ANTONIO, TEXAS.

Feb 12-1920

Mr W W Darrow  
El Paso  
Tex

Dear Sir

Yours to hand contents noted

will say that I cannot see that this enter-  
prise that you have spoken of will benefit me  
any so I believe I will not sign for it

Very respectfully, Yours

Mrs W. P. Baugh

and 57

of

Fredrickburg, June 23/90

W. W. Lewis

Esq. of  
El Paso Tex.

Dear Sir: I have received your letter, I am sorry that you had to wait so long for an answer, I was out in the country, 14 days so I did not receive my mail.

In regard the petition you are circulating to ask the Government to construct a drainage canal, I am very much in favor of such a proposition, provided as you state in your letter that it won't damage any one, as that the drainage canal will not run through my lot.

It won't be necessary for you to send the petition, I do hereby authorize you to sign the same

Yours truly, hoping this will be satisfactory to you.

Yours Respectfully  
J. W. Tanner  
of  
Fredrickburg Texas

Madison, Wisconsin, March 6, 1920.

Mr. W. W. Irwin,  
El Paso, Texas,  
Dear Sir:—

Your letter of March 1, 1920 relative to the proposed drainage improvement is received.

I own a one-fourth undivided interest in lots 9, Block 2 and lots 6 and 7, Block 3 in the Christie Tract, Ysleta Grant, El Paso County. To the extent of my interest therein, I am willing for this land to join in the petition to the U. S. Reclamation Service for drainage improvement to serve this land, subject to my responsibility therefor not exceeding one-fourth of such assessments as the Reclamation Service may make against this land.

Yours very truly,

*J. P. Alford*

c/o R. R. Commission.

228 Date Recd. 11-1-20



SAB:gw

JUL 17 1972

*Playa Drainage  
+ Lateral*

PETITION  
for *Walling Gate*  
THE RECLAMATION OF THE YACETA PLAYA AREA  
by  
THE CONSTRUCTION OF  
DRAINS, LATERALS AND LEVEES by  
THE UNITED STATES RECLAMATION SERVICE



JUL 24 1972

783.

To: Regional Director  
Attention: SW-420

From: Project Superintendent

Subject: Quitclaim Deed to Playa Drain, Mrs. Lillian L. Morales -  
Rio Grande Project, Texas  
(Your letter dated July 17, 1972)

Enclosed is a draft of reply to a letter from Congressman White concerning the existence of a quitclaim deed to the Playa Drain. We are unable to pursue the matter further until we can sit down with Mrs. Morales and find out precisely what she wants.

James W. Kirby

Enclosure

PETITION

WHEREAS, by reason of the topography and other physical conditions, the reclamation of the Yaleta Playa area, comprising about 1200 acres of land situate within the boundaries of the El Paso County Water Improvement District No. 1, as shown more in detail on print hereto attached and made a part hereof, is attended with unusual difficulties and will involve a cost in excess of that with which other areas of the said water improvement district may be reclaimed; such reclamation requiring the construction of levees to protect said area from overflow, erosion, avulsion, or other damages arising from the location of the Rio Grande with reference to said area, in addition to the other facilities ordinarily required for reclamation: and,

WHEREAS, the owners of the land within said area desire the construction and operation of the necessary works for the reclamation of said lands despite the difficulties to be encountered and the additional risk involved.

NOW, THEREFORE, we the undersigned owners of land situate in said area, hereby petition the United States Reclamation Service to construct, operate and maintain such levees, drainage ditches, irrigation canals, and other works as may be considered necessary for the reclamation and protection of said area, and in consideration of the benefits to be derived from such works, we, and each of us, hereby agree that the cost of constructing, operating and maintaining said works over and above the cost of reclaiming other lands generally, within said water improvement district shall be paid by the landowners of said Yaleta Playa area, in accordance with the special benefit which said landowners may receive by reason of the works so to be constructed, operated and maintained. Such excess cost to be borne by the landowners of said Yaleta Playa area shall be fixed by the proper taxing authorities or other officers whose duty it is or may be to determine such charges in accordance with contracts between said El Paso County Water Improvement District No. 1 and the United States made and to be made pursuant to the various provisions of law applicable. Such charges shall be paid in the same manner that other charges are collected on account of construction and operation and maintenance.

We, the undersigned for and in consideration of the benefits to be derived from the construction and operation of the works hereinbefore mentioned upon, across or in the vicinity of our lands, hereby further agree, upon request of the proper officers of the United States Reclamation Service, to convey to the United States without charge the necessary right of way for any and all drainage ditches, irrigation canals, levees and other works which may be required and be constructed. Such right-of-way shall be

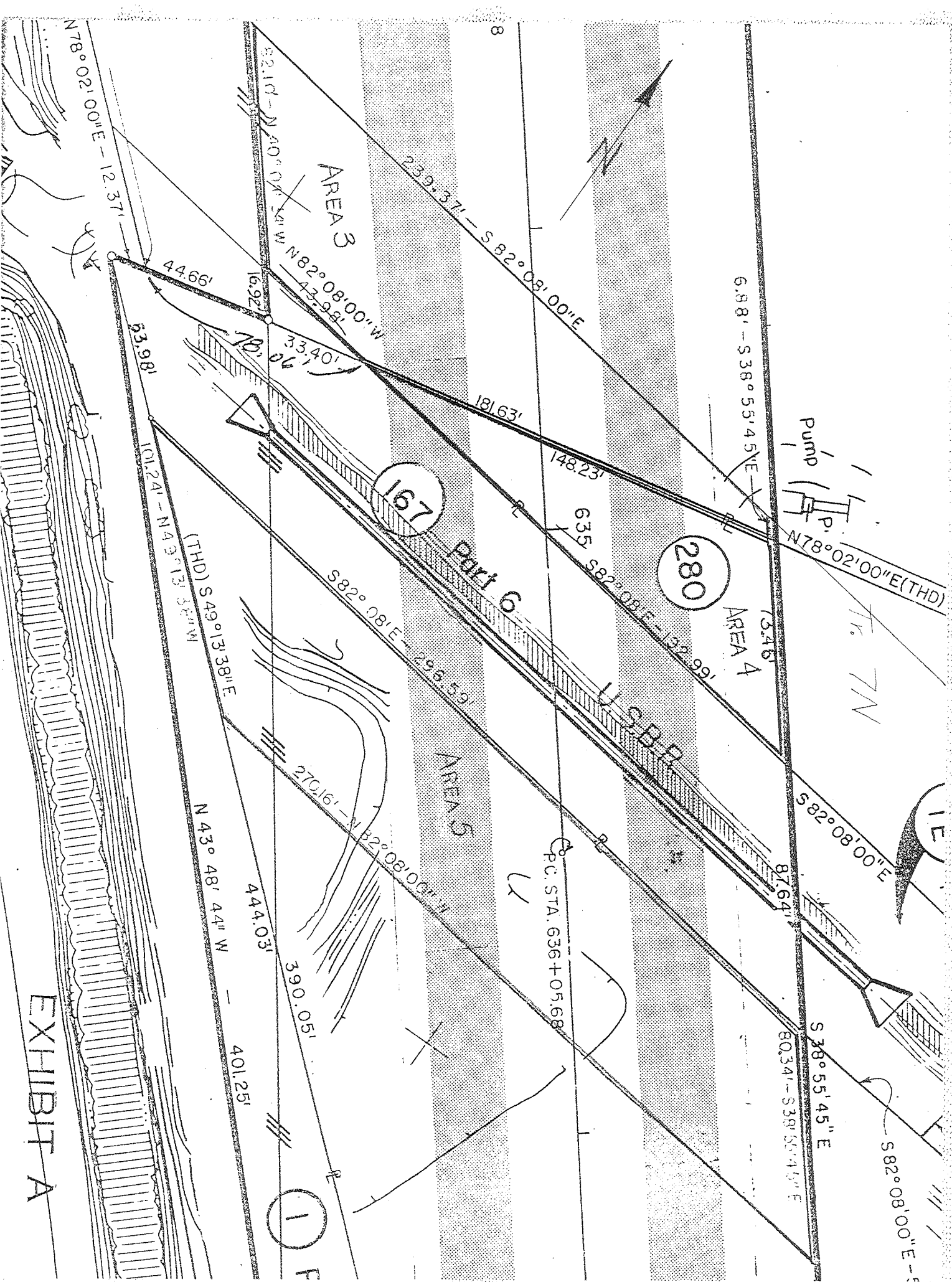
conveyed by quit-claim deed or other instrument or instruments in writing satisfactory to the United States, the location and extent of such right-of-way to be determined by the proper officers of the United States Reclamation Service.

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 1919.

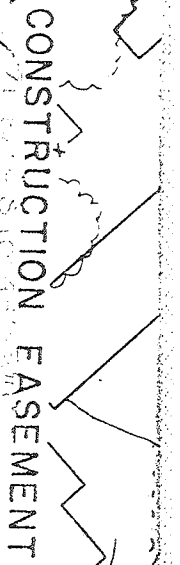
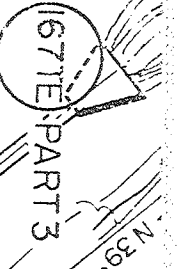
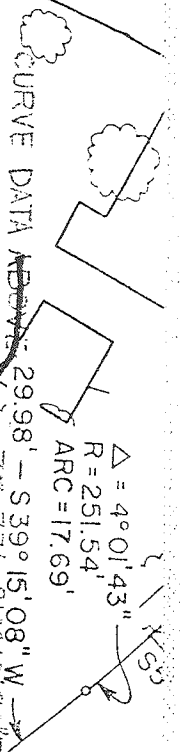
(Seal)

- ✓ 24. ~~Watts, Wingo & Moeley~~ *Wingo & State*
- ✓ 25. Cole Bros.
- ✓ 26. C. Pedregon
- ✓ 27. Cole Bros.
- ✓ 28. ~~H. F. Mueller~~ *AK/Burgess*
- ✓ 29. ~~Craig~~ *AK/Romney*
- ✓ 30. W. W. Irwin
- ✓ 31. Interurban Improvement Co.
- ✓ 32. ~~Geo. Rutledge~~
33. ~~J. H. Klause~~
- ✓ 34. A. E. Dudley
35. G. E. Drake
36. ~~J. V. Farabee~~
37. ~~El Paso Com. Co.~~ *L. E. Mundy*
- ✓ 38. Jno. Wiseman
39. M. M. Wiseman
40. H. E. Parks
- ✓ 41. Jas. A. Dick & Co.
42. J. M. Dudley, Jr.
43. Francisco Espalin
44. ~~Chas. P. Bull, Est.~~ *In litigation!* *D. Shays E. L. W. = L. P. Atwood*
- ✓ 45. Terrace Improvement Co. *J. L. Marr*
- ✓ 46. J. P. Mullen
47. Rose Fenel
- ✓ 48. ~~E. A. Eaton~~ *J. W. Eaton - 812 Jackson St. - Gary, Ind.*
49. J. S. Percher
50. ~~back~~ *H. S. Baugh, Est. by Mrs. H. S. B. Sur. #140*  
*(will not sign) Pk. 209 - San Antonio*





# EXHIBIT A



259B

24.16' ~ N 39° 15' 08" E 40.11' ~ S 39° 15' 08" W ~ 23.75' ~ N 10° 53' 53" W AREA 1

78.35' ~ S 10° 43' 23" E 40.11' ~ S 39° 15' 08" W AREA 2

179.55' ~ S 10° 43' 23" E 39.80' ~ N 39° 15' 08" E AREA 3

200.71' ~ N 10° 53' 53" W 71.64' ~ N 10° 53' 53" W

261

167 PART 4

535

S 10° 44' 15" E

UNITED ST

S 10° 53' 53" E - 3875.95'

# BUREAU OF RECLAMATION

S 10° 53' 53" E - 3875.95'

CURVE DATA FOR AREA 1  
Δ = 4° 54' 13"  
D = 2° 30' 00"  
R = 196.54'  
L = 14.81'  
CIB = 16.84'  
N 36° 47' 50" E

U. S. D. R.

S 10° 53' 53" E - 3875.95'

3875.95' - S 10° 53' 53" E

EXHIBIT A U.S.L

S 10° 5

203.22'

234.79'

105.51'S 0°52'29"W

(167)

PART 7

S17°46'45"E

N17°46'45"W

2,761.07'

MKR / MKR

N17°46'45"W (THD) - 704.21'

10 ROW MKR

CURVE DATA

$\Delta = 39^{\circ}06'38''$

$R = 243.64'$

$L = 166.31'$

$T = 86.54'$

$CHD = 163.10' - S 49^{\circ}$

AREA 6

$R = 138.64'$   
 $ARC = 157.52'$

$CHD = 149.18' - S 33^{\circ}25'23"W$

N 0°52'29"E 710

U. S. E. R.

331.22'

$R = 73.64'$   
 $ARC = 76.50'$   
 $CHD = 73.10' - N 30^{\circ}38'05"E$

N17°46'46"W 65.74'

N17°46'46"W

103.04'

N17°46'46"W - 1,206.78'

I. B. W. C.

500.00' - S17°46'46"E (THD)

100' R

90.00'

EXHIBIT A



6/8/72

Quitclaim to State of Texas  
dated July 6, 1972

REVISED  
FIELD NOTES

U.S. Bureau of Reclamation

Area No. 1

Area number 1 is to be quitclaimed as excess right of way by the U.S. Bureau of Reclamation in behalf of the State of Texas.

Being a portion of land within the proposed right of way of the Chamizal Border Highway in Block 31, Ysleta Grant, and being 2,218 square feet of land, more or less, and being more particularly described by metes and bounds as follows:

COMMENCING at a point which is an IBWC P.C. Monument in the U.S. Levee Monument Line (IBWC Station 165 + 67.20 M) thence as follows:

North 79° 06' 07" East, a distance of 213.25 feet along the radius line to a point;

North 10° 53' 53" West, a distance of 437.86 feet along the IBWC right of way line to the true POINT OF BEGINNING;

THENCE North 10° 53' 53" West, 71.64 feet along the said IBWC right of way line to a point;

THENCE North 39° 15' 08" East, 24.18 feet to a point;

THENCE 16.84 feet along the arc of a 196.54 foot radius curve to the left, whose chord bears North 36° 47' 50" East, a distance of 16.84 feet to a point in the proposed easterly right of way line of the Chamizal Border Highway;

THENCE South 10° 43' 23" East, 72.77 feet along the said proposed easterly right of way line to a point;

THENCE South 39° 15' 08" West, 40.11 feet to the true POINT OF BEGINNING, containing an area of 2,218 square feet of land, more or less.

(See R.O.W. Sheet 41)



6/8/72  
5

REVISED  
FIELD NOTES

U. S. Bureau of Reclamation

Area No. 2

Area number 2 is to be quitclaimed as excess right of way by the U. S. Bureau of Reclamation in behalf of the State of Texas.

Being a portion of land within the proposed right of way of the Chamizal Border Highway in Block 31, Ysleta Grant, and being 2,181 square feet of land, more or less, and being more particularly described by metes and bounds as follows:

COMMENCING at a point which is an IBWC P.C. Monument in the U.S. Levee Monument Line (IBWC Station 165 + 67.20 M) thence as follows:

North 79° 06' 07" East, a distance of 213.25 feet along the radius line to a point;

North 10° 53' 53" West, a distance of 288.07 feet along the IBWC right of way line to the true POINT OF BEGINNING;

THENCE North 10° 53' 53" West, 71.64 feet along the said IBWC right of way line to a point;

THENCE North 39° 15' 08" East, 39.80 feet to a point;

THENCE South 10° 43' 23" East, a distance of 71.82 feet along the proposed easterly right of way line of the Chamizal Border Highway to a point;

THENCE South 39° 15' 08" West, 39.51 feet to the true POINT OF BEGINNING, containing an area of 2,181 square feet of land, more or less.

(See R.O.W. Sheet 41)

6/8/76

REVISED  
FIELD NOTES

U. S. Bureau of Reclamation

Area No. 3

Area number 3 is to be quitclaimed as excess right of way by the U. S. Bureau of Reclamation in behalf of the State of Texas.

Being a portion of land within the proposed right of way of the Chamizal Border Highway in Block 35, Ysleta Grant, and being 8,246 square feet of land, more or less, more particularly described by metes and bounds as follows:

COMMENCING at a point which is the IBWC Monument on the U. S. Levee Monument Line (IBWC P.C. Station 194 + 35.49 M) thence as follows:

North 40° 46' 51" East, 223.10 feet to a point;

South 49° 13' 09" East, 175.29 feet to a point;

North 78° 02' 00" East, 44.66 feet along the proposed southerly right of way line to a point;

North 40° 04' 34" West, 16.92 feet along the proposed southerly right of way line to the true POINT OF BEGINNING;

THENCE North 40° 04' 34" West, 82.10 feet along the proposed southerly right of way line to a point;

THENCE South 82° 08' 00" East, 239.37 feet to a point in the proposed northerly right of way line;

THENCE South 38° 55' 45" East, 6.88 feet along the proposed northerly right of way line to a point;

THENCE South 78° 02' 00" West, 143.23 feet to a point;

THENCE North 82° 08' 00" West, 43.98 feet to the true POINT OF BEGINNING, containing an area of 8,246 square feet of land, more or less.

(See R.O.W. Sheet 49)

6/8/72

REVISED  
FIELD NOTES

U. S. Bureau of Reclamation

Area No. 4

Area number 4 is to be quitclaimed as excess right of way by the U. S. Bureau of Reclamation in behalf of the State of Texas.

Being a portion of land within the proposed right of way of the Chamizal Border Highway in Block 35, Ysleta Grant, and being 4,853 square feet of land, more or less, more particularly described by metes and bounds as follows:

COMMENCING at a point which is the IBWC Monument on the U. S. Levee Monument Line (IBWC P.C. Station 194 + 35.49 M) thence as follows:

North 40° 46' 51" East, 223.10 feet to a point;

South 49° 13' 09" East, 175.29 feet to a point;

North 78° 02' 00" East, 78.06 feet to the true POINT OF BEGINNING;

THENCE North 78° 02' 00" East, 148.23 feet to a point in the proposed northerly right of way line;

THENCE South 38° 55' 45" East, 73.46 feet to a point;

THENCE North 82° 08' 00" West, 192.99 feet to the true POINT OF BEGINNING, containing an area of 4,853 square feet of land, more or less.

(See R.O.W. Sheet 49)

6/8/72

REVISED  
FIELD NOTES

U. S. Bureau of Reclamation

Area No. 5

Area number 5 is to be quitclaimed as excess right of way by the U. S. Bureau of Reclamation in behalf of the State of Texas.

Being a portion of land within the proposed right of way of the Chamizal Border Highway in Block 35, Ysleta Grant, and being 15,586 square feet of land, more or less, more particularly described by metes and bounds as follows:

COMMENCING at a point which is the IBWC Monument on the U. S. Levee Monument Line (IBWC P.C. Station 194 + 35.49 M) thence as follows:

North 40° 46' 51" East, 223.10 feet to a point;

South 49° 13' 09" East, 175.29 feet to a point;

South 78° 02' 00" West, 12.37 feet along the proposed southerly right of way line to a point;

South 49° 13' 38" East, 53.98 feet to the true POINT OF BEGINNING;

THENCE South 82° 08' 00" East, 296.59 feet to a point in the proposed northerly right of way;

THENCE South 38° 55' 45" East, 80.34 feet along the proposed northerly right of way line to a point;

THENCE North 82° 08' 00" West, 270.16 feet to a point;

THENCE North 49° 13' 38" West, 101.24 feet to the true POINT OF BEGINNING, containing an area of 15,586 square feet of land, more or less.

(See R.O.W. Sheet 49)

6/8/72

REVISED  
FIELD NOTES

U. S. Bureau of Reclamation

Area No. 6

Area number 6 is to be quitclaimed as excess right of way by the U. S. Bureau of Reclamation in behalf of the State of Texas.

Being 20,614 square feet of land, more or less, lying between the northerly and southerly THD right of way lines and being located with approximation between the proposed THD centerline stations 710 + 00 and 713 + 00 more particularly described by metes and bounds as follows:

COMMENCING at a point which is the IBWC Monument on the U. S. Levee Monument Line (IBWC Station 201 + 13.76 M) thence as follows:

South 17° 46' 46" East, a distance of 5185.86 feet to a point along the said levee monument line;

North 72° 16' 07" East, a distance of 363.26 feet to a point;

South 17° 46' 45" East, a distance of 203.22 feet to the true POINT OF BEGINNING;

THENCE South 17° 46' 45" East, a distance of 234.79 feet to a point;

THENCE 166.31 feet along the arc of a 243.64 foot radius curve to the right, whose chord bears South 49° 06' 53" West, a distance of 163.10 feet to a point;

THENCE North 17° 46' 46" West, a distance of 105.36 feet to a point;

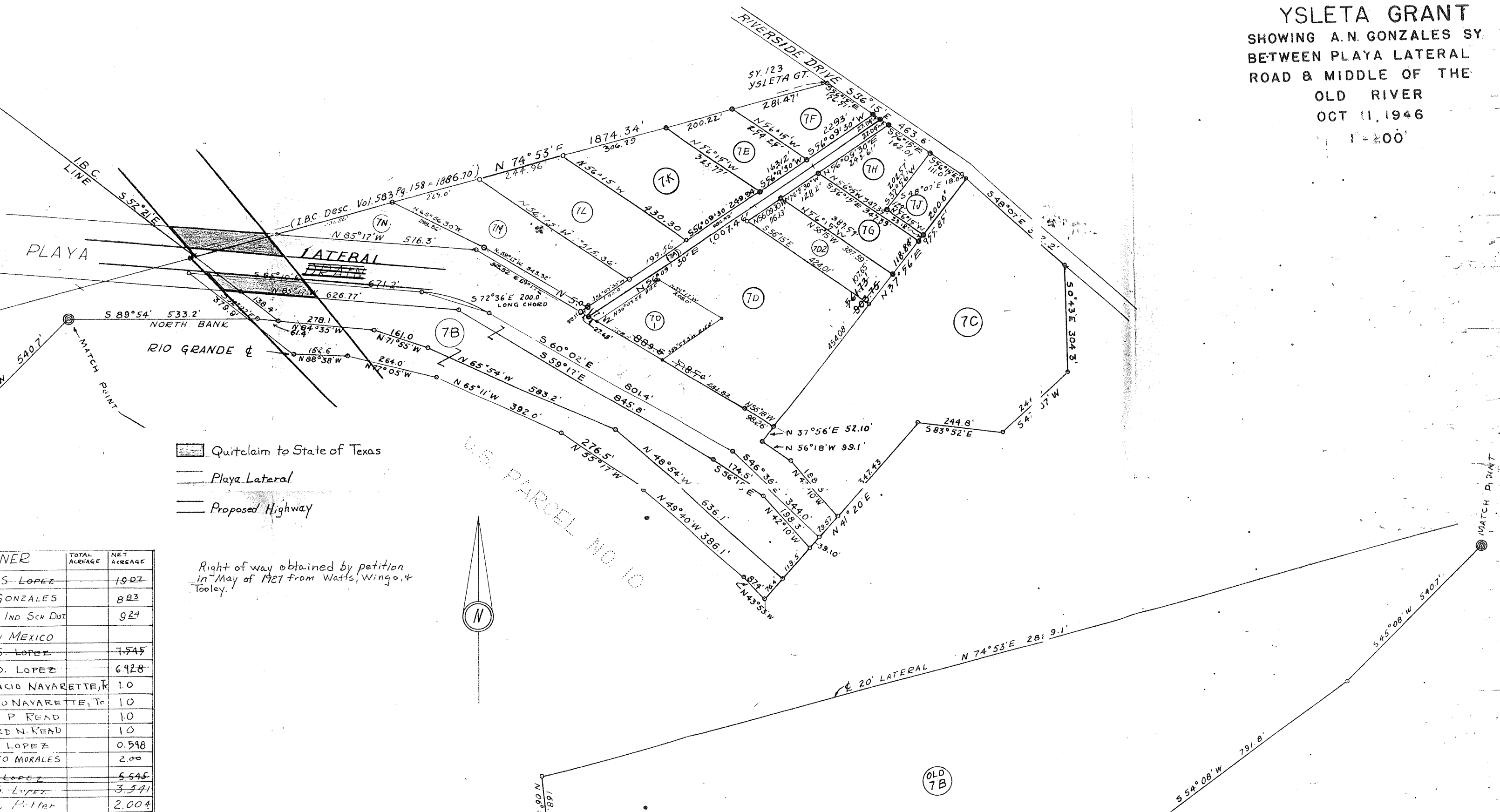
THENCE 157.52 feet along the arc of a 138.64 foot radius curve to the left, whose chord bears North 33° 25' 23" East, a distance of 149.18 feet to a point;

THENCE North 0° 52' 29" East, a distance of 105.51 feet to the true POINT OF BEGINNING, containing an area of 20,614 square feet of land, more or less.

(See R.O.W. Sheet 55)



SUPPLEMENT  
BLOCK 35  
YSLETA GRANT  
SHOWING A.N. GONZALES SY.  
BETWEEN PLAYA LATERAL  
ROAD & MIDDLE OF THE  
OLD RIVER  
OCT 11, 1946  
1-200



NAME	TOTAL ACREAGE	NET ACREAGE
S. LOPEZ		19.07
GONZALES		8.83
IND SCH DIST		9.24
MEXICO		
S. LOPEZ		7.545
D. LOPEZ		6.928
CIO NAVARETTE, Jr		1.0
NAVARETTE, Tr		1.0
P READ		1.0
R D N. READ		1.0
LOPEZ		0.598
O MORALES		2.00
LOPEZ		5.545
L. LOPEZ		3.541
Plotter		2.004

