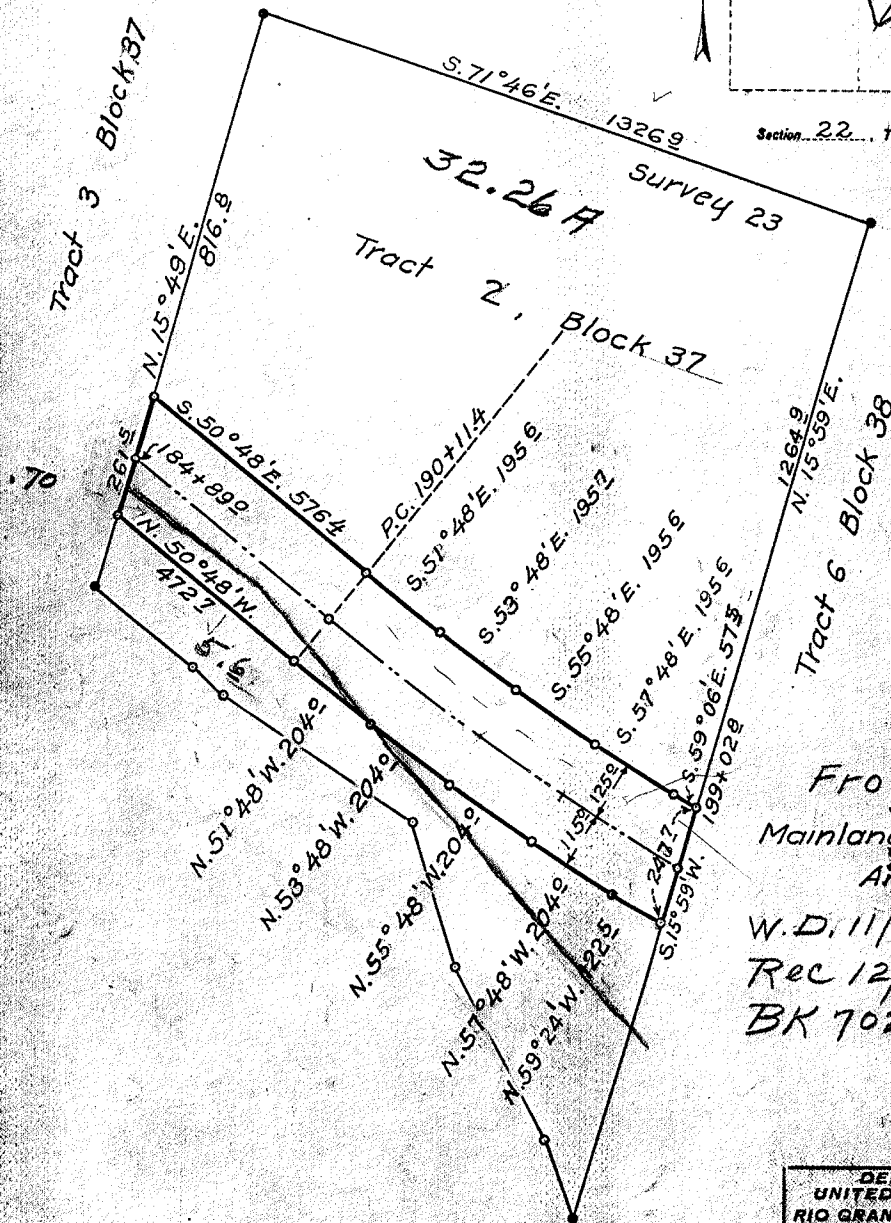


Location Plot
 Section 22 Township 33 S Range 7 E
 U.S.R.S.

Tract 2 Block 37
 Resurvey of
 San Elizario Grant.



Fro Escajeda Sr.
 Survey 23
 Mainland San Elizario Grant
 Area = 7.8 A.
 W.D. 11/21/41
 Rec 12/3/41
 BK 702 Pg 569

3-8

Scale: 1" = 400'

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE RIO GRANDE PROJECT-NEW MEXICO-TEXAS	
RIVERSIDE CANAL & INTERCEPTING DRAIN RIGHT OF WAY	
FIELD WORK:.....	CHECKED: <i>G.M.H.</i>
DRAWN: <i>G.A.</i>	APPROVED:.....
3216-4122 EL PASO, TEXAS 3-27-30	

212
 190
 2

2

24880

THE STATE OF TEXAS,
COUNTY OF EL PASO.

Know all men by these presents;

Francisco (Frank) Escajeda, Sr., et ux, Adela A. Escajeda

of the County of El Paso, State of Texas, in consideration of the sum of

SIX HUNDRED TWENTY-EIGHT (\$628.00) - - - - -

DOLLARS,

to them in hand paid by THE UNITED STATES OF AMERICA, in pursuance of the provisions of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplemental thereto

the receipt of which is hereby acknowledged

have Granted, Sold and Conveyed, and by these presents do grant, Sell and Convey unto the said THE UNITED STATES OF AMERICA

~~with the exception of~~ ~~under State of~~ all that certain tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as follows, to-wit:

Opinion of A. G. and company
MAR 17 1930
title examined

A tract of land lying and situate in El Paso County, Texas and in the West half (W¹/₂) Section twenty-two (22) Township thirty-three (33) South, Range seven (7) East, Bureau of Reclamation Survey, being also within Survey twenty-three (23) of the Mainland San Elizario Grant, shown as Tract two (2) Block thirty-seven (37) on plat of official resurvey of the Mainland San Elizario Grant as accepted by the Commissioners' Court of El Paso County, Texas, the 13th day of January 1930, and recorded in the office of the County Clerk of said County and State, being more particularly described as follows:

Beginning at a point on the line between tracts two (2) and three (3), Block thirty-seven (37) of the resurvey of the Mainland San Elizario Grant said line being the west property line of the land of the contractors and from which point the Northwest corner of said tract two (2) Block thirty-seven (37) bears North fifteen degrees (15°) forty-nine minutes (49') East eight hundred sixteen and eight tenths (816.8) feet; thence South fifty degrees (50°) forty-eight minutes (48') East five hundred seventy-six and four tenths (576.4) feet; thence South fifty-one degrees (51°) forty-eight minutes (48') East one hundred ninety-five and six tenths (195.6) feet; thence South fifty-three degrees (53°) forty-eight minutes (48') East one hundred ninety-five and six tenths (195.6) feet; thence South fifty-five degrees (55°) forty-eight minutes (48') East one hundred ninety-five and six tenths (195.6) feet; thence South fifty-seven degrees (57°) forty-eight minutes (48') East one hundred ninety-five and six tenths (195.6) feet; thence South fifty-nine degrees (59°) six minutes (06') East fifty-seven and five tenths (57.5) feet to a point on the line between tract two (2) Block thirty-seven (37) and tract six (6) Block thirty-eight (38) of the official resurvey of the Mainland San Elizario Grant and the East line of the land of the contractors and from which point the northeast corner of said tract two (2) Block thirty-seven (37) bears North fifteen degrees (15°) fifty-nine minutes (59') East one thousand two hundred sixty-four and nine tenths (1264.9) feet; thence South fifteen degrees (15°) fifty-nine minutes (59') West along the east line of the property of the contractors two hundred forty-seven and seven tenths (247.7) feet; thence North fifty-nine degrees (59°) twenty-four minutes (24') West one hundred twenty-two and five tenths (122.5) feet; thence North fifty-seven degrees (57°) forty-eight minutes (48') West two hundred four (204) feet; thence North fifty-five degrees (55°) forty-eight minutes (48') West two hundred four (204) feet; thence North fifty-three degrees (53°) forty-eight minutes (48') West two hundred four (204) feet; thence North fifty-one degrees (51°) forty-eight minutes (48') West two hundred four (204) feet; thence North fifty degrees (50°) forty-eight minutes (48') West four hundred seventy-two and seven tenths (472.7) feet to a point on the west line of the property of the contractors; thence North fifteen degrees (15°) forty-nine minutes (49') East along said west line of the property of the contractors two hundred sixty-one and five tenths (261.5) feet to the point of beginning, said tract of land containing seven and eight tenths (7.8) acres, more or less, all as shown on plat.

ORGANIZED AND OPERATING UNDER THE INSURANCE LAWS OF THE STATE OF TEXAS

Policy O. T. N^o 40261
C/14204 $\frac{1}{2}$

Amount \$ 628.00

Commercial Standard Insurance Company

Fort Worth, Texas

Owner's Policy of Title Insurance

COMMERCIAL STANDARD INSURANCE COMPANY,

a Corporation, of Fort Worth, Texas,

herein called the Company, for value

Does Hereby Guarantee to - - - - -

THE UNITED STATES OF AMERICA

successors and assigns

(herein styled insured), its ~~heirs, executors, and administrators~~, that ~~he~~ it has good and indefeasible title to the following described real property:

A tract of land lying and situate in El Paso County, Texas and in the West half (W $\frac{1}{2}$) Section twenty-two (22) Township thirty-three (33) South, Range seven (7) East, Bureau of Reclamation Survey; being also within Survey twenty-three (23) of the Mainland San Elizario Grant, shown as Tract two (2) Block thirty-seven (37) on plat of official resurvey of the Mainland San Elizario Grant as accepted by the Commissioners' Court of El Paso County, Texas, the 13th day of January 1930, and recorded in the office of the County Clerk of said County and State, being more particularly described as follows:

BEGINNING at a point on the line between tracts two (2) and three (3), Block thirty-seven (37) of the resurvey of the Mainland San Elizario Grant said line being the west property line of the land of the contractors and from which point the Northwest corner of said tract two (2) Block thirty-seven (37) bears North 15° 49' East eight hundred sixteen and eight tenths (816.8) feet; thence South 50° 48' East five hundred seventy-six and four tenths (576.4) feet; thence South 51° 48' East one hundred ninety-five and six tenths (195.6) feet; thence South 53° 48' East one hundred ninety-five and seven tenths (195.7) feet; thence South 55° 48' East one hundred ninety-five and six tenths (195.6) feet; thence South 57° 48' East one hundred ninety-five and six tenths (195.6) feet; thence South 59° 06' East fifty-seven and five tenths (57.5) feet to a point on the line between tract two (2) Block thirty-seven (37) and tract six (6) Block thirty-eight (38) of the official resurvey of the Mainland San Elizario Grant and the East line of the land of the contractors and from which point the northeast corner of said tract two (2) Block thirty-seven (37) bears North 15° 59' East one thousand two hundred sixty-four and nine tenths (1264.9) feet; thence South 15° 59' West along the east line of the property of the contractors two hundred forty-seven and seven tenths (247.7) feet; thence North 59° 24' West one hundred twenty-two and five tenths (122.5) feet; thence North 57° 48' West two hundred four (204) feet; thence North 55° 48' West two hundred four (204) feet; thence North 53° 48' West two hundred four (204) feet; thence North 51° 48' West two hundred four (204) feet; thence North 50° 48' West four hundred seventy-two and seven tenths (472.7) feet to a point on the west line of the property of the contractors; thence North 15° 49' East along said west line of the property of the contractors two hundred sixty-one and five tenths (261.5) feet to a point of beginning, said tract of land containing seven and eight tenths (7.8) acres, more or less, all as shown on plat attached to that certain contract between Francisco (Frank) Escajeda, Sr., et ux, Adela A. Escajeda, grantor and grantee dated June 19, 1941 and of record in Book 700, Page 242 of the Deed Records of El Paso County, Texas.

JAN2942 74320

CERTIFICATE BY PROJECT SUPERINTENDENT

I HEREBY CERTIFY that the land described in attached land purchase contract dated June 19, 1941 between the United States of America and Francisco (Frank) Escajeda, Sr., and his wife Adela A. Escajeda, is required for the purposes authorized by the act of June 17, 1902 (32 Stat., 388) and acts amendatory thereof and supplementary thereto, namely, as right of way for the Riverside Canal Extension, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, \$628.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 14th day of October, 1941.

*
L. R. Plock
Project Superintendent
Bureau of Reclamation

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated June 19, 1941, between the United States of America and Francisco (Frank) Escajeda, Sr., and his wife Adela A. Escajeda, and that the proposed grantors are in actual, sole and exclusive possession of the land proposed to be conveyed claiming to be the owners thereof, and no person claiming a right in such land adverse to the proposed grantors is in possession of any of it.

Dated at El Paso, Texas, this 14th day of October, 1941.

Geo. W. Roadley
Right of Way Agent

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
WASHINGTON

U S BUREAU OF RECLAMATION	
EL PASO, TEXAS	
RECEIVED	
OCT 13 1941	
FILE	INDEX
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
SEARCHED	SERIALIZED
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
OCT 13 1941	

OFFICE OF THE COMMISSIONER

16 / 3

OCT - 7 1941

*Have contract prepared
for execution and
refer to the 1st Assistant
Approved as letter
transmitted 9/27*

The Secretary
of the Interior.

Sir:

There is enclosed for your approval a standard form of land purchase contract with Mr. and Mrs. Francisco Escajeda, Sr., covering the acquisition of 7.8 acres of land required for the Riverside Canal, Rio Grande Project, Texas.

In 1930, when the right of way for the Riverside Canal was being acquired the subject tract of land was not purchased as satisfactory title could not be acquired due to conflicting claims of ownership.

The consideration to be paid for the subject tract of land, \$628, was determined several years ago by a committee representing the Irrigation District and the Bureau. Funds for the construction of the canal were advanced by the El Paso County Water Improvement District No. 1. There remains a sufficient balance of the funds so advanced, not otherwise expended or obligated, to make the proposed payment.

The attached contract is satisfactory to the Bureau. I recommend that the acquisition of the subject 7.8 acres of land for a consideration of \$628 be approved and that the Bureau's Superintendent, El Paso, Texas, be authorized to execute said contract, for and on behalf of the United States.

Respectfully,

John L. Beshon
Acting Commissioner.

Approved OCT - 9 1941

(SGD) E. K. BURLEW

E. K. Burlew,
First Assistant Secretary.

Enclosure 2468357

Copy to
CF, Denver, Colorado
DC, Amarillo, Texas
Supt., El Paso, Texas

Denver, Colo., Aug. 4, 1941.
Forwarded to Commissioner with concurrence in superintendent's recommendation for approval.

In dupl; encl.
cc Supt., El Paso, Tex. *Lawrence*

W. B. Young
Acting Chief Engineer.

From Supt
To Commr (thru CE)
Sj: Land-purchase contract - Francisco Escalada, Sr. - Riverside
Canal, Rio Grande pjt.

El Paso, Texas, July 31, 1941

U S BUREAU OF RECLAMATION	
EL PASO, TEXAS	
RECEIVED	
AUG 13 1941	
NOTE	FILED IN
CH. CLK.	OF. ENG.
JUL 31 1941	

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF EL PASO } ss: Strike out (b) in case the law does not require examination of wife
apart from her husband in conveyance of the kind of property described
in Article 3 hereof.

(a) I, Geo. W. Hoadley, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that Francisco (Frank) Escajeda, Sr., and Adela A. Escajeda, his wife

who are personally known to me to be the person are whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

(b) I further certify that I did examine the said Adela A. Escajeda separate and apart from her husband, and explained to her the contents 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 23rd day of June, 1941
Geo. W. Hoadley
[SEAL] (SEAL)

My commission expires _____

CERTIFICATE OF COUNTY RECORDER

STATE OF Texas } I hereby certify that this instrument was filed for record at
COUNTY OF El Paso } ss: my office at 11:15 o'clock A.M., Oct. 20, 1941
(23894) and is duly recorded in Vol. 700 of Deed Records
Page No. 242 - Recorded Oct. 24, 1941
P. D. Louny By Mrs. J. W. Morrow Fees, \$
County Recorder.

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF Texas }
COUNTY OF El Paso } ss: (Execute only on Returns Office copy)

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 Francisco (Frank) Escajeda, Sr. and Adela A. Escajeda, that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said Francisco (Frank) Escajeda, Sr., and Adela A. Escajeda, or 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. R. Plock
Superintendent Bureau of Reclamation.

Subscribed and sworn to before me at El Paso, Texas 1941
this 14th day of October, A. D. 1941
Geo. W. Hoadley
(SEAL)

[OFFICIAL SEAL] My commission expires _____
U. S. GOVERNMENT PRINTING OFFICE: 6-8068 GEO. W. HOADLEY, Notary Public
for El Paso Co., Texas
Comm. Expires June 1st, 1943

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. The Vendor warrants that the Vendor 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 Vendor for the purpose of securing business with others than the Government.

12. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment or either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in section 116 of the act of Congress approved March 4, 1909 (35 Stat., 1109).

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

THE UNITED STATES OF AMERICA,
L. R. Flock

By _____
Superintendent, Bureau of Reclamation.

Witnesses:

P. O. Address _____

Francisco (Frank) Escajeda, Sr.

Vendor.

P. O. Address _____

Adela A. Escajeda

Vendor.

P. O. Address _____

**2300 Silver Street,
El Paso, Texas**

P. O. Address _____

P. O. Address _____

Approved:

(Date) _____, 193

[illegible]

5. The Vendor shall procure and have recorded without cost to the United States all assurances of title and affidavits which the Vendor may be advised by the United States are necessary and proper to show in the Vendor complete fee simple unencumbered title to said property, and the time spent in procuring, recording, and transmitting the same to the United States and in furnishing or securing abstract of title, shall be added to the time limit of this contract.

6. The United States shall purchase said property on the terms herein expressed, and upon execution and delivery of the deed provided in Article 3 and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it shall cause to be paid to the Vendor as full purchase price and full payment for all damages for entry upon the said property and the construction, operation, and maintenance of reclamation works thereon under said act, the sum of

Six Hundred Twenty-Eight and no/100 - - -

dollars

(\$ **624.00**), by U. S. Treasury warrant or fiscal officer's check.

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

8. The Vendor may retain possession of said property until notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop

thereon until _____; except that the proper officers and agents of the United States shall 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, free of any claim for damage or compensation on the part of the Vendor.

9. This contract shall become effective to bind the United States to purchase said property immediately upon its approval by the proper supervisory officer of the Bureau of Reclamation, and shall terminate by limitation at the expiration of _____ months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Vendor, and the successors and assigns of the United States.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
~~Rio Grande~~ IRRIGATION PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this **19th** day of **June**, **1941**, 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, hereinafter styled the United States, ~~represented by the officer executing this contract~~

~~Superintendent, Bureau of Reclamation,~~
~~hereinunto, duly authorized, and subject to the approval of the proper supervising agency,~~
and **Francisco (Frank) Escajeda, Sr.**

and **Adela A. Escajeda**, his wife, hereinafter styled Vendor,
of **El Paso**, County of **El Paso**, State of **Texas**

2. WITNESSETH, That for and in consideration of the mutual agreements herein contained, the parties hereto do covenant and agree as follows:

3. The Vendor shall sell and by good and sufficient **General Warranty** deed,
(General warranty, covenant against grantor, or quitclaim)

convey to the United States, free of lien or encumbrance, the following-described real estate which is
1.01 property, situated in the County of **El Paso**
(Homestead, community, separate)
State of **Texas**, to wit:

A tract of land lying and situate in El Paso County, Texas and in the West half (W $\frac{1}{2}$) Section twenty-two (22) Township thirty-three (33) South, Range seven (7) East, Bureau of Reclamation Survey; being also within Survey twenty-three (23) of the Mainland San Elizario Grant, shown as Tract two (2) Block thirty-seven (37) on plat of official resurvey of the Mainland San Elizario Grant as accepted by the Commissioners' Court of El Paso County, Texas, the 13th day of January 1930, and recorded in the office of the County Clerk of said County and State, being more particularly described as follows:

Beginning at a point on the line between tracts two (2) and three (3), Block thirty-seven (37) of the resurvey of the Mainland San Elizario Grant said line being the west property line of the land of the contractors and from which point the Northwest corner of said tract two (2) Block thirty-seven (37) bears North fifteen degrees (15°) forty-nine minutes (49') East eight hundred sixteen and eight tenths (816.8) feet; thence South fifty degrees (50°) forty-eight minutes (48') East five hundred seventy-six and four tenths (576.4) feet; thence South fifty-one degrees (51°) forty-eight minutes (48') East one hundred ninety-five and six tenths (195.6) feet; thence South fifty-three degrees (53°) forty-eight minutes (48') East one hundred ninety-five and seven tenths (195.7) feet; thence South fifty-five degrees (55°) forty-eight minutes (48') East one hundred ninety-five and six tenths (195.6) feet; thence South fifty-seven degrees (57°) forty-eight minutes (48') East one hundred ninety-five and six tenths (195.6) feet; thence South fifty-nine degrees (59°) six minutes (06') East fifty-seven and five tenths (57.5) feet to a point on the line between tract two (2) Block thirty-seven (37) and tract six (6) Block thirty-eight (38) of the official resurvey of the Mainland San Elizario Grant and the East line of the land of the contractors and from which point the northeast corner of said tract two (2) Block thirty-seven (37) bears North fifteen degrees (15°) fifty-nine minutes (59') East one thousand two hundred sixty-four and nine tenths (1264.9) feet; thence South fifteen degrees (15°) fifty-nine minutes (59') West along the east line of the property of the contractors two hundred forty-seven and seven tenths (247.7) feet; thence North fifty-nine degrees (59°) twenty-four minutes (24') West one hundred twenty-two and five tenths (122.5) feet; thence North fifty-seven degrees (57°) forty-eight minutes (48') West two hundred four (204) feet; thence North fifty-five degrees (55°) forty-eight minutes (48') West two hundred four (204) feet; thence North fifty-three degrees (53°) forty-eight minutes (48') West two hundred four (204) feet; thence North fifty-one degrees (51°) forty-eight minutes (48') West two hundred four (204) feet; thence North fifty degrees (50°) forty-eight minutes (48') West four hundred seventy-two and seven tenths (472.7) feet to a point on the west line of the property of the contractors; thence North fifteen degrees (15°) forty-nine minutes (49') East along said west line of the property of the contractors two hundred sixty-one and five tenths (261.5) feet to the point of beginning, said tract of land containing

Correct as to Engr. Data

878-888-8888

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATIONRIO GRANDE ^{M. & P.}

El Paso, Texas. January 26, 1942.

Opinion of A. G. and Certificate
of title examined MAR 17 1943 *W. W.*

From Superintendent

To The Commissioner, Washington, D. C.

Subject - Acquisition of land - Transmittal of papers -
Land purchased from Francisco (Frank) Escajeda, Sr.
Rio Grande Project.

1. The following title papers, as required by
the General Accounting Office, to support G. F. Allen's
Voucher 19-61043 dated January 17, 1942, covering payment
of land acquired from Francisco (Frank) Escajeda, Sr.,
et ux, for right of way for Riverside Canal:

Original Opinion of Title
Policy of Title Insurance
Original Recorded Deed

In duplicate

Encls- Original Opinion of Title
Policy of Title Insurance
Original Recorded Deed

cc- Chief Engineer with copy of above
except Policy of Title Insurance

JAN 29 '42 74320

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
738 Amarillo Building
Amarillo, Texas

U S BUREAU OF RECLAMATION			
EL PASO, TEXAS			
RECEIVED			
DEC 15 1941			

M. Hoadley

December 13, 1941

From District Counsel

To Superintendent, El Paso, Texas

Subject: Acquisition of Land - Opinion of Title to land described in contract No. 116r-1613 dated June 19, 1941 with Francisco (Frank) Escajeda, Sr. et ux; area 7.8 acres; consideration \$628.00, for Riverside Canal - Rio Grande project.

1. I have examined Policy of Title Insurance No. O.T.No. 40261 C/14204¹/₂ issued by the Commercial Standard Insurance Company, Fort Worth, Texas, countersigned at El Paso, Texas, the 27th day of November 1941, by PIONEER ABSTRACT & GUARANTEE TITLE COMPANY By H. H. Newman, President Attest: By H. L. McCune, Asst. Secretary, and from said examination, I am of the opinion that the fee-simple title to said property is vested in the United States of America.

2. The Policy of Title Insurance is issued subject to:

- (a) Taxes for the year 1941 and thereafter.
- (b) Water charges for the year 1941 and thereafter.
- (c) Restrictive covenants affecting the property above described.
- (d) Any discrepancies in area and boundaries which a correct survey would show.
- (e) All construction charges due to the United States of America.
- (f) All matters emanating from contracts with El Paso Valley Water Users' Association.
- (g) Rights of parties in possession.

3. The following suggestions are made relative to the above exceptions:

- (a) The tax certificate enclosed with your letter advised that subject lands were not assessed for taxes in 1941 by the State of Texas or the County of El Paso, but were declared exempt. However, an amount sufficient to pay any 1941 taxes due for school purposes, or due any town or city within the county, should be reserved from payments made under the contract, in accordance with Article 7 of the Land Purchase Contract.

JAN 29 42 74320

(b) Collector's Certificate from the El Paso County Water Improvement District No. 1 indicated that this land has been declared exempt from taxation for the year 1941, therefore, unless other districts are involved, this reservation may be waived.

(c) This restriction may be disregarded.

(d) It is presumed your office has taken the necessary precautions to obviate loss due to discrepancies in area and boundaries which a correct survey would show, in the event of which, no additional action is necessary.

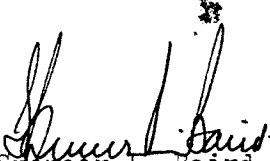
(e) Construction charges, if any, due the United States should be deducted to the extent they constitute a lien on subject lands.

(f) Any obligations due the El Paso Valley Water Users Association constituting a lien on subject property should be paid and the amounts thereof deducted from payments due under subject contract.

(g) The certificate dated October 14, 1941, and the Form 7-281, 'Report of land covered by Purchase Contract', both executed by Geo. W. Hoadley, right of way agent, and attached to the Land Purchase Contract, indicate an inspection of the land which disclosed that no persons claiming a right in such land adverse to those of the grantors, were in possession of any part of it, therefore this exception may be disregarded.

4. Subject to these comments and recommendations, payment to Francisco (Frank) Escajeda, Sr., et ux, Adela A. Escajeda, of the net amount due under the contract, is approved. The Policy of Title Insurance and the executed Warranty Deed are returned herewith.

- - -


Spencer L. Baird

Quadruplicate

Encls. Title Policy 40261
Warranty Deed
2 Tax Certificates

El Paso, Texas. December 4, 1941.

From Superintendent
 To District Counsel, Amarillo, Texas.
 Subject - Land Purchase Contract - Francisco (Frank)
 Escajeda, Sr., and Adela A. Escajeda -
 Riverside Canal - Rio Grande Project.

1. For your consideration and approval there
 are transmitted herewith the following:

Policy of Title Insurance
 Original Recorded Deed
 Tax Certificate from County of El Paso
 Tax Certificate from El Paso County
 Water Improvement District No. 1

in connection with land purchased from Francisco (Frank)
 Escajeda, Contract 116r-1613 dated June 19, 1941, copy
 of which is in your files. Please furnish this office
 with your final opinion.

 L. R. Fiock

In duplicate
 Encls-
 Policy of Title Insurance
 Original Recorded Deed
 2 Tax Certificates

TAX CERTIFICATE

THIS IS TO CERTIFY THAT THERE ARE NO TAXES DUE THE STATE OF TEXAS OR THE COUNTY OF EL PASO UPON THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT:

7.80 Acres in Tract 2, Block 37, San Elizario Grant, El Paso County, Texas, used by the U. S. Reclamation Service as a Canal.

Francisco Escajeda: Owner

EXCEPT THE FOLLOWING, TO-WIT:

FOR THE YEAR		\$ <u>N O N E</u>
FOR THE YEAR	EXEMPT - Not assessed for taxes	\$ _____
FOR THE YEAR	in 1941.	\$ _____
FOR THE YEAR		\$ _____
FOR THE YEAR		\$ _____
FOR THE YEAR		\$ _____
FOR THE YEAR		\$ _____
FOR THE YEAR		\$ _____
FOR THE YEAR		\$ _____
FOR THE YEAR		\$ _____

WITNESS MY HAND AND OFFICIAL SEAL AT EL PASO, TEXAS, THIS 28th
DAY OF November 19 41.

HERMAN ROSCH

ASSESSOR AND COLLECTOR OF TAXES OF THE
COUNTY OF EL PASO, TEXAS.

BY W. W. Gregory DEPUTY

El Paso County Water Improvement District No. 1
Collector's Certificate

El Paso, Texas Nov - 28 1934

This is to certify that all charges due El Paso County Water Improvement District No. 1,
on property assessed to.....and described as

MAP NO.	ABS. NO.	SUR. NO.	GRANTOR	LOT	BLK.	SUBDIVISION	TOTAL ACREAGE
<i>Blk 37</i>			<i>S.E.</i>				<i>7.80</i>
<i>Tract 2</i>							

Have been paid to and including the year....., except the following items:

YEAR	CONSTRUCTION REPAYMENT	PENALTY AND INTEREST	TOTAL	MAINTENANCE AND OPERATION	PENALTY AND INTEREST	TOTAL	TOTAL FOR YEAR
<i>Exempt from Taxation</i>							
<i>Not assessed for 1941</i>							

CRICHT PRINT., EL PASO, TEXAS

Signed *A. J. Gump*
ASSESSOR AND COLLECTOR
El Paso County Water Improvement District No. 1

El Paso, Texas. November 13, 1941.

Pioneer Abstract and Guarantee Title Co.,
El Paso, Texas.

Gentlemen:

Please furnish Guarantee Title Policy in the sum of \$628.00, fee simple, free of liens and encumbrances to be conveyed by warranty deed, upon lands described in land purchase contract between Francisco Escajeda, Sr., et ux, Adela A, dated June 19, 1941, of record in Deed Record Book No. 700 at Page 242 of El Paso County, Texas.

We find in our files copy of an opinion by Bates M. Belk, dated April 13, 1940, your file No. 14204 that relates to Tract 2, Block 37, Resurvey of the San Elizario Grant. The land to be conveyed to the United States of America is out of said tract 2, Block 37, San Elizario Grant Resurvey.

Very truly yours,

H. H. Berryhill
Chief Clerk

TRANSFER CASE
30.
RIO GRANDE

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

CHIEF COUNSEL
WJR

El Paso, Texas

July 31, 1941

From Superintendent
To The Commissioner (Through Chief Engineer, Denver, Colorado)
Subject: Land purchase contract - Francisco Escajeda, Sr. - River-
side Canal - Rio Grande Project.

1. Transmitted herewith is copy of proposed land purchase contract with Francisco Escajeda, Sr. and his wife, Adela A. Escajeda, dated June 19, 1941 for the acquisition of land required as right of way for the Riverside Canal, the consideration being \$628.00.

2. At the time the right of way was being acquired for the construction of the Riverside Canal in 1930 the tract of land through which the right of way covered by the proposed contract transmitted herewith was involved in estates and conflicting claims of ownership so that a fee simple title could not be acquired at that time. Title to the land has since been established in Francisco Escajeda, who was one of the claimants at the time of the construction of the canal.

3. When the right of way was being acquired for the canal the land to be taken therefor was appraised by a committee representing the Irrigation District and the Bureau of Reclamation. The consideration stated in the proposed contract transmitted herewith was fixed by that appraisal and is in conformity to the value appraised and the rate paid to owners of similar land in the same vicinity which was acquired for right of way for the canal.

4. Funds for the construction of the canal were advanced by the El Paso County Water Improvement District No. 1 pursuant to provisions of contract dated August 2, 1926 between the United States and the District. There is still on hand and not otherwise expended or obligated a sufficient balance of the funds advanced by the District to more than make payment of the sum stipulated in the proposed land purchase contract transmitted herewith. It is recommended that the proposed contract be approved and that the Superintendent be authorized to execute the contract on behalf of the United States.

In duplicate
With copy of contract.
cc-Chief Engineer
-Dist. Counsel, Amarillo, Tex.
(With copy of contract to each.)

AUG 14 '41 60753

Denver, Colo., Aug. 4, 1941.
Forwarded to Commissioner with concurrence in superintendent's recommendation for approval.

In dup; encl.
cc Supt., El Paso, Tex.

W. R. King
Acting Chief Engineer.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

TRANSFER CASE
430.-
RIO GRANDE

Rio Grande Irrigation Project

RECORD OF EXECUTION OF CONTRACT

IN RE CONTRACT, and bond, if any, relating to above-named project, dated June 19, 1941
symbol and number Il6r-1613; made by Francisco (Frank) Escalada, Sr. et ux.
amount involved, \$ 628.00; authority No. _____ or clearing account Adela A.
purpose Riverside Canal Extension
Reference: Approved by First Assistant Secretary, E. K. Burlew, October 9, 1941.
See letter from the Commissioner's office dated October 7, 1941.
Notice of execution of contract to be given Chief Engineer at Denver, Superintendent
at El Paso, Texas, District Counsel at Amarillo, Texas
and _____

Place El Paso, Texas Date Oct. 14, 1941
1. On this date the above-described contract was executed ~~and~~ passed, and bond, if
any, approved ~~and~~ passed, by this office, and transmitted to district counsel for legal
approval _____, Project Superintendent.

Inclosures:

Original and 3 copies of this form.
Original and 4 copies of contract.

Place Amarillo, Texas Date Oct. 16, 1941
2. On this date the above-described contract, with bond, if any, was given legal
approval by this office, and transmitted to the Rio Grande project office.
_____, District Counsel.
Spencer L. Baird

Inclosures:

Original and 2 copies of this form.
Original and 3 copies of contract.

Place Denver, Colorado Date _____
3. On this date the above-described contract was executed, and bond, if any,
approved by this office. _____, Chief Engineer.

Place Denver, Colorado Date _____
4. On this date the above-described contract, with bond, if any, was passed by this
office and transmitted to the Washington office. _____, Chief Engineer.

Inclosures:

Original and _____ copies of this form.
Original and _____ copies of contract.

Place Washington, D. C. Date _____
5. On this date the above-described contract was executed, and bond, if any,
approved by _____

DIRECTOR

Commissioner.

STATEMENT AND CERTIFICATE
OF AWARD

No. 116r-1613
(Contract)
Date June 19, 19 41

DEPARTMENT OF THE INTERIOR
(Department or establishment)

BUREAU OF RECLAMATION
(Bureau or office)

El Paso, Texas
(Location)

FILE COPY

METHOD OF OR ABSENCE OF ADVERTISING

(Section 3709 of the Revised Statutes)

1. After advertising in newspapers.
2. (a) After advertising by circular letters sent to _____ dealers.
(b) And by notices posted in public places.
(If notices were not posted in addition to advertising by circular letters sent to dealers, explanation of such omission must be made. The notation on the certificate below must be "2 (a) (b)" or "2 (a)," depending on whether or not notices were posted.)
3. Without advertising, under an exigency of the service which existed prior to the order and would not admit of the delay incident to advertising.
4. Without advertising in accordance with _____
5. Without advertising, it being impracticable to secure competition because of _____
for riverside canal extension
(Here state circumstances under which the securing of competition was impracticable)

AWARD OF CONTRACT

- A. To lowest bidder as to price (Expenditures).
- B. To other than the lowest bidder as to price (Expenditures).
- C. To highest bidder as to price (Receipts).
- D. To other than the highest bidder as to price (Receipts).

CERTIFICATE

I CERTIFY that the foregoing statement is true and correct; that the agreement was made in consequence of No. 5 of the method of or absence of advertising and in accordance with award of contract lettered _____, as shown above; that the total number of bids received is _____, and that where lower bids (expenditure contracts) or higher bids (receipt contracts) as to price were received a statement of reasons for their rejection, together with an abstract of bids received, including all lower than that accepted in case of expenditure contracts and all higher in case of receipt contracts, is given below or on the reverse hereof or on a separate sheet attached hereto; that the articles or services covered by the agreement (expenditure) are necessary for the public service, and that the prices charged are just and reasonable.

L. R. Flock

Superintendent

(Signature of contracting officer)

(Title)

NOTE.—This statement and certificate will be used to support all agreements, both formal contracts and less formal agreements of whatever character, involving the expenditure or receipt of public funds. It must be executed and signed by the contracting officer (unless the award is made by or is subject to approval by an officer other than the contracting officer, when execution and signature may be made by such officer).

U. S. GOVERNMENT PRINTING OFFICE 6-5090

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

REPORT ON LAND COVERED BY PURCHASE CONTRACT

IN RE CONTRACT, dated **June 19, 1941**; made by **Francisco (Frank) Escajeda, Sr., et ux, Adela A.**

involving purchase of **7.8** acres of land, for \$ **628.00**

purpose **Riverside Canal and Intercepting Drain**

1. The land described in the above-named contract is necessary for the purpose stated, and the consideration is reasonable. Land of a similar character in the vicinity has sold recently for \$ **200.00** per acre.

2. The land was entered under the law.

Final certificate is dated Patent is dated

No public lands in Texas

3. The land is subject to no right-of-way grant to the Government under stock-subscription contract, water-right-application contract, or otherwise, except as follows:

No

4. The general character and quality of the land are as follows:

**0.7 Acres Bosque
7.1 Acres Partly cultivated**

5. acres of the land are being irrigated and susceptible of irrigation under water right described as follows: **3.8** additional acres are

6. The following are estimates of the areas of each class of crops on the land and of the values of such crops and of the important improvements:

No crops

El Paso, Texas.
June 24, 1941.

MEMORANDUM to L. R. Flock, Superintendent

(Geo. W. Hoadley)

Subject - Land Purchase Contract dated 6/19/1941 executed by
Fro. Escajeda, Sr., et ux, Adela - Riverside Canal and
Intercepting Drain right of way.

1. At the time, April 1930, that the right of way for the Riverside Canal and Intercepting Drain was acquired thru the San Elizario Grant Luis Grijalva was in possession and claiming ownership of the South 47.26 acres of Survey 23 Mainland San Elizario Grant (Tract 2, Block 37 Resurvey). Luis Grijalva based his claim under deed from Alice V. Campbell, et al.

2. Alice V. Campbell, et al, having of record only a 1/3 interest Grijalva was in no position to execute a contract calling for fee simple title.

3. Luis Grijalva stated that he was preparing to bring suit to quiet title and for us to go ahead with the work. That he would when he could make title sign up for what I considered the land taken to be worth.

4. Luis Grijalva deeded June 2, 1930 a half interest in and to his 1/3 interest to Fro. Escajeda.

5. Grijalva filed suit to quiet title against Emma Meagher et al 4/7/32. Grijalva died, suit dismissed.

6. The Luis Grijalva estate by executors deed deeded to Fro. Escajeda the north portion of Tract 2, Block 37 and gave title to remaining portion excluding that portion to be acquired by the International Boundary Commission (then in court).

7. Recently Fro. Escajeda brough suit in trespass to try title against all the heirs of Luis Grijalva, deceased, et al. Judgment rendered in favor of Fro. Escajeda.

8. The Title Insurance Company will now issue policy upon Escajeda obtaining and filing an affidavit from two persons that he and his predecessors have been in peaceable, adverse, open and notorious possession of the 47.46 acres.

9. The Escajeda land taken for canal and drain was excepting a small cultivated area near his east line, made up of sand hills, with a heavy growth of alamos and tornillos on same. The cost of clearing, grubbing and leveling per acre was estimated at \$40.00. Excepting for 0.7 of an acre the right of way taken was classified as subject to construction charges and valued at \$85 per acre, that in bosque and suspended outside of levee at \$35.00 per acre.

10. The right of way out of tract belonging to Julio Parado which adjoins Escajeda on the west was of the same type of soil. The SCC land had been in cultivation the previous year for the first time, was valued at and purchased for \$125.00 per acre, the suspended land at \$35.00 per acre. The Blas Loya tract adjoining Escajeda on the east, all in cultivation, was valued at and purchased for \$127.50 per acre.

11. That part of the Escajeda tract lying south of the Riverside Canal was acquired by the International Boundary Commission thru condemnation proceedings. The court allowing \$100.00 per acre for the suspended cultivated.

12. Francisco Escajeda, Sr., et ux executed contract dated June 19, 1941 for 7.8 acres consideration \$628.00

--

Geo. W. Hoadley

BATES M. BELK
ASSOCIATE

JOSEPH G. BENNIS
ATTORNEY AND COUNSELLOR AT LAW
O. T. BASSETT TOWER
EL PASO, TEXAS

April 13, 1940

*Transaction
Completed
Deed to U.S.A. dated 11/11/39
Recorded 12/3/41
#24880*

Pioneer Abstract & Guarantee Title Co.
First National Bank Building
El Paso, Texas

Gentlemen:

In Re: Your file #14204

From an examination of the public records of El Paso County, Texas, it appears that record title to the South portion of Survey #23 in the San Elizario Grant, according to a survey made by S. A. Coldwell, July 4, 1928, described as follows, to-wit;

" The Riverside Canal and the intercepting drain which runs across Tract 2, Block 37 of the San Elizario Grant, re-survey as shown by the map and plat of said property #1528-360, prepared by the International Boundary Commission, November 6, 1934"

is now vested in Francisco Escajeda, Sr., subject to the following:

(1) Taxes, as to which no investigation has been made.

(2) Possessory title held by the United States of America.

(3) Luis Grijalva acquired a tract of 47.46 acres of which the said drain and canal is a part, June 22, 1928, by Warranty Deed of Record in Book 494 on page 438 of the Deed Records of El Paso County, Texas, from Alice V. Campbell, et al. He later conveyed his interest in said 47.46 acres to the present title holder. At the time Luis Grijalva acquired the property there was a recorded interest held by R.F. Johnson, the estate of Millard Patterson, deceased, (of which the State National Bank is Executor) and M.E. Pearce. In suit No. 1743 at law, United States District Court, the United States condemned the adjoining property for rectification purposes and all of the above named parties were named defendants therein. The Court found that the said R.F. Johnson, Millard Patterson estate, and M. E. Pearce had no interest in said property.

We are informed that this judgment was based upon the limitation title held by Francisco Escajeda, Sr., or his predecessors in title.

Inasmuch as, the canal and drain were not subjects of the suit, it will be necessary for at least two persons who know the facts to make affidavits stating that Francisco Escajeda, Sr., or his predecessors in title, have had peaceable, adverse, open and notorious possession of the said 47.46 acres of land described

*Lower Right Block to Francisco Escajeda Sr. in 1/3 interest
6/2/30 - 6/11/30*

as follows, to-wit:

"Beginning at pipe set in the line of Surveys 22 and 23 and Northwest corner of this tract and Southwest corner of the H. Lesinsky Company tract; thence, South 71° 46' East 1326.9 feet along a fence and the South line of H. Lesinsky Company tract to a pipe and the West line of Survey 24, owned by Blas Loya; thence, South 15° 59' West 2163.5 feet along a fence and the West line of Survey 24 to a pipe set on the bank of the Rio Grande River; thence, North 18° 18' West 163.8 feet and along the North bank of the Rio Grande River to a stake; thence, North 26° 59' West 406 feet and along the North bank of the Rio Grande River to a stake; thence, North 18° 08' West 321.2 feet, and along the North Bank of the Rio Grande River to a stake; thence, North 55° 45' West 463.7 feet and along the North Bank of the Rio Grande River to a stake; thence, North 49° 55' West 90.2 feet and along the North Bank of the Rio Grande River to a stake; thence, North 52° 33' West 269.2 feet and along North bank of Rio Grande River to stake set in the East line of Survey 22, owned by Julio Parado; thence, North 15° 49' East 1236.9 feet and along a fence and East line of the Survey to beginning, and containing 47.46 acres of land, which has heretofore been conveyed to the United States of America for rectification purposes."

(4) Recently, Francisco Escajeda, Sr., ^{brought} drew suit in trespass to try title in the District Court of El Paso County, Texas, said suit being numbered 47869 against all of the heirs of Luis Grijalva, deceased, the Judgment in favor of Francisco Escajeda, Sr., is of record in Minute Book 26 at page 284 of the Forty-First District Court Minutes. A certified copy of this Judgment must be filed in the Deed Records of El Paso County, Texas.

The wife of Francisco Escajeda, Sr., whose name is Adela Escajeda, must join in any deed of conveyance.

Very truly yours,

Bates M. Belk

Bates M. Belk

BMB:m

1.75
1.25-152
3.00

El Paso, Texas

February 10, 1940

MEMORANDUM to Superintendent L. R. Flock

(Right of Way Agent Geo. W. Hoadley)

Subject: Frank Escajeda claim for payment for the Riverside Canal right of way through Survey 23 (Block 3F, Tract 2), Main land, San Elizario Grant.

1. At the time of construction of the Riverside Canal one Louis Grijalva was in possession of said Tract 2, Block 3F, holding under deed for one-third interest only.

2. Louis Grijalva agreed to perfect his title and to accept our price for land taken when he could give warranty deed.

3. Louis Grijalva deeded a one-half undivided interest to Fro Escajeda.

4. The Louis Grijalva Estate by executor's deed deeded to Fro Escajeda 16.13 acres out of the north portion of Tract 2, Block 3F, which as near as the County Abstractor can make out, gives Fro Escajeda a one-third interest in said 16.13 acres; and the title to the remainder of said Tract 2, Block 3F, excluding that portion acquired by the International Boundary Commission is still unsettled.

5. I would suggest that Escajeda consult the Pioneer Abstract Co. as to whether the status of his title is in such shape that they would be willing to issue a guaranty of title.

Geo. W. Hoadley

EL PASO COUNTY WATER IMPROVEMENT DISTRICT No. 1

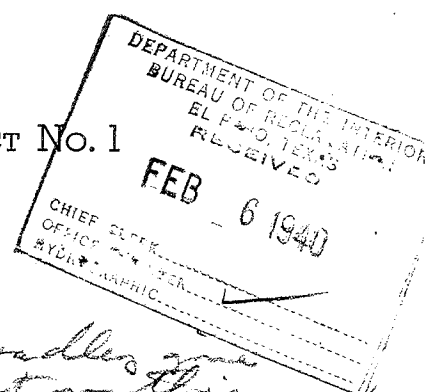
Within the Rio Grande Federal Irrigation Project

ROLAND HARWELL, General Manager

Telephone Main 2717

BOARD OF DIRECTORS

T. D. PORCHER
President
IDUS T. GILLET
Secretary
C. A. MEBUS
K. B. IVEY
W. D. MALONE



Can Mr. Escajeda give me a report on this?

306 EL PASO NATIONAL BUILDING
EL PASO, TEXAS

February 5, 1940

L. R. Fiock, Project Superintendent
Bureau of Reclamation
El Paso, Texas

Dear Mr. Fiock:

Mr. Frank Escajeda, property shown on our records as Block 37, Tract 2, San Elizario Grant, stated with considerable heat that he had made a contribution of right-of-way for the Riverside Canal, and while all other property owners had been paid for similar contributions or takings, that payment or other consideration was refused in his case.

In order that the record may be cleared in this matter, I would appreciate a statement from you.

I told Mr. Escajeda that I was quite sure there could be no reason for discrimination, and that there must be some other element in the situation.

Very truly yours,

Roland Harwell

Roland Harwell,
Manager.

RH:M

CC - Mr. Frank Escajeda
Route 1, Box 401, Clint

1941

INVOICE

No 3542

Intertec Title Company

PHONE MAIN 838

[illegible]