

780. MOOR, LEE

QUITCLAIM DEED

RIVERSIDE CANAL EXT. (274)

0023-0086-0026
0023 0088-0026

780

23

TR. 1, BLK. 57
SAN ELIZARIO GRANT

TR. 9 BLK. 38, S.E. GRANT
N30°06'30"E 1132.5'

N.E. COR. TR. 9, BLK. 38
RESURVEY SAN ELIZARIO GRANT
(MAIN LAND)

RD ROAD
12+93.2

P.C. 14+81.8
PT. 16+52.2

P1. 15767.9
D 20°25'
T 86.1'
R 1704.4 Arc
478.1

R 528.1
L 108.2

PARCEL No. 1
30.15 AC.
S60°12'E 87920.0'
N60°12'W 3137.6'

OLD RIO GRANDE BED

TRACT 3B, BLOCK 39,
RESURVEY SAN ELIZARIO GRANT (MAINLAND)

514°56'39"E 4928.5'
TO N.E. COR. TR. 39, BLK. 39 E GRANT RESURVEY

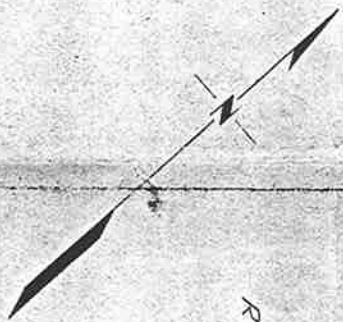
TRACT 1, BLOCK 57
RESURVEY SAN ELIZARIO GRANT (ISLAND)

P.C. 44+44.2
R=400.7
PT. 46+73.2

P1. 45+62.5
D 24°04'
T 116.3'
R 229.2 Arc
545.7 Arc

174Ac. Occupied
CONSTRUCTED LEVEE AND DRAIN
N36°08'W 3058.3'

TRACT 2,



JURVEY

CK 39
RIVD GRANT (MAINLAND)

(ISLAND)

CONSTRUCTED LEVEL AND DRAIN
1Ac Occupied

TRACT 2, BLOCK 39

TRACT 1, BLOCK 39

TRACT 1A, BLOCK 56
RESURVEY ISLAND SAN ELIZARIO GRANT

5.52°46' W. 5818.7'
TO N.W. COR. BLK. 56

81+23.1

196.4

94.4

39Ac Occupied
N 44° 01' W. 1635.3'

S 44° 01' E. 1635.3'

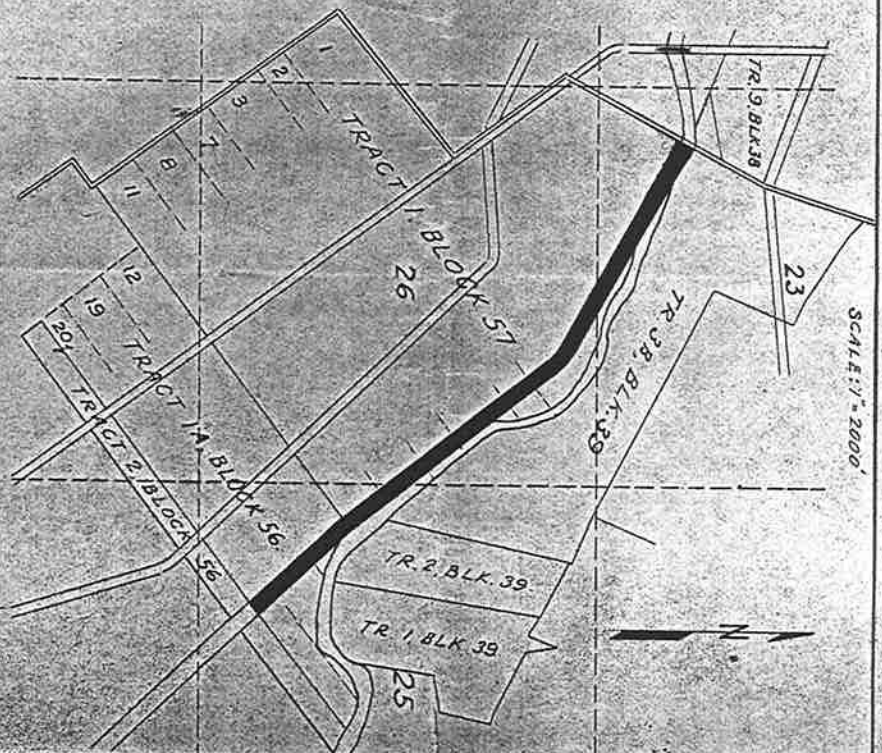
PARCEL N° 2, 7.32 AC

8.52°46' W. 45+2.0'
TO N.W. COR. TR. 2, BLK 56

TRACT 2, BLOCK 56

N 52°46' E
97+58.4

1970.4



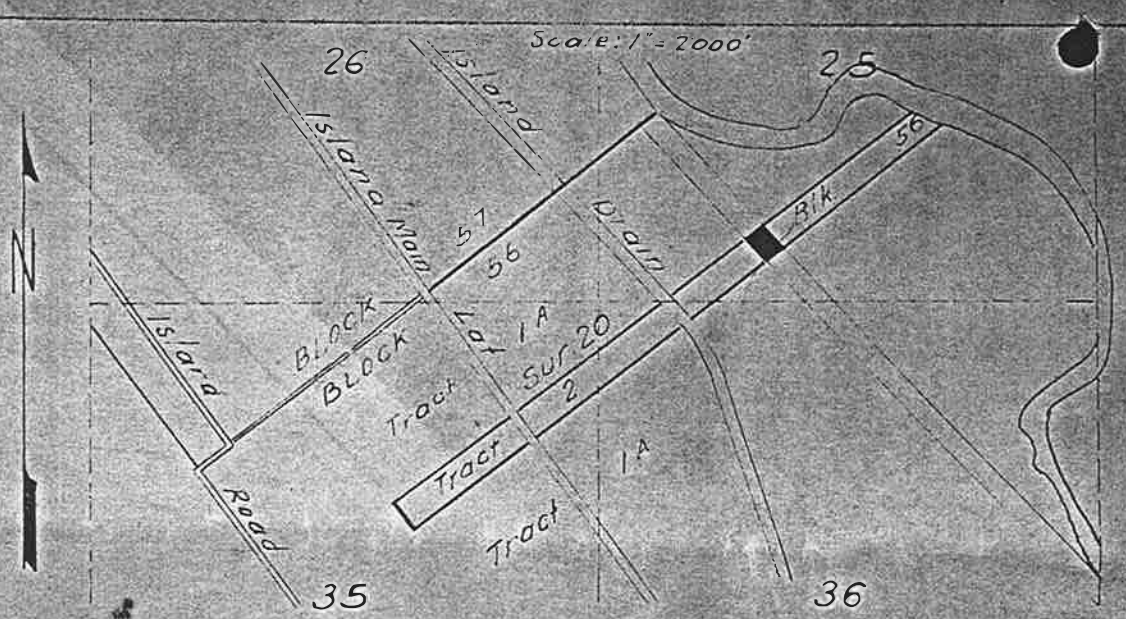
SCALE 1" = 2000'

Total R of W Parcel N° 1 30.15 Acres
 Total R of W Parcel N° 2 7.32 "
 Total R of W 1+2 37.47 "

LOCATION PLAT
 SEC. 23, 25 & 26, T.33S. R.7E. U.S.R.S.
 TRACT 1, BLOCK 57, TRACT 1A, BLOCK 56
 RESURVEY OF ISLAND
 SAN ELIZARIO, GRANT
 EL PASO COUNTY, TEXAS

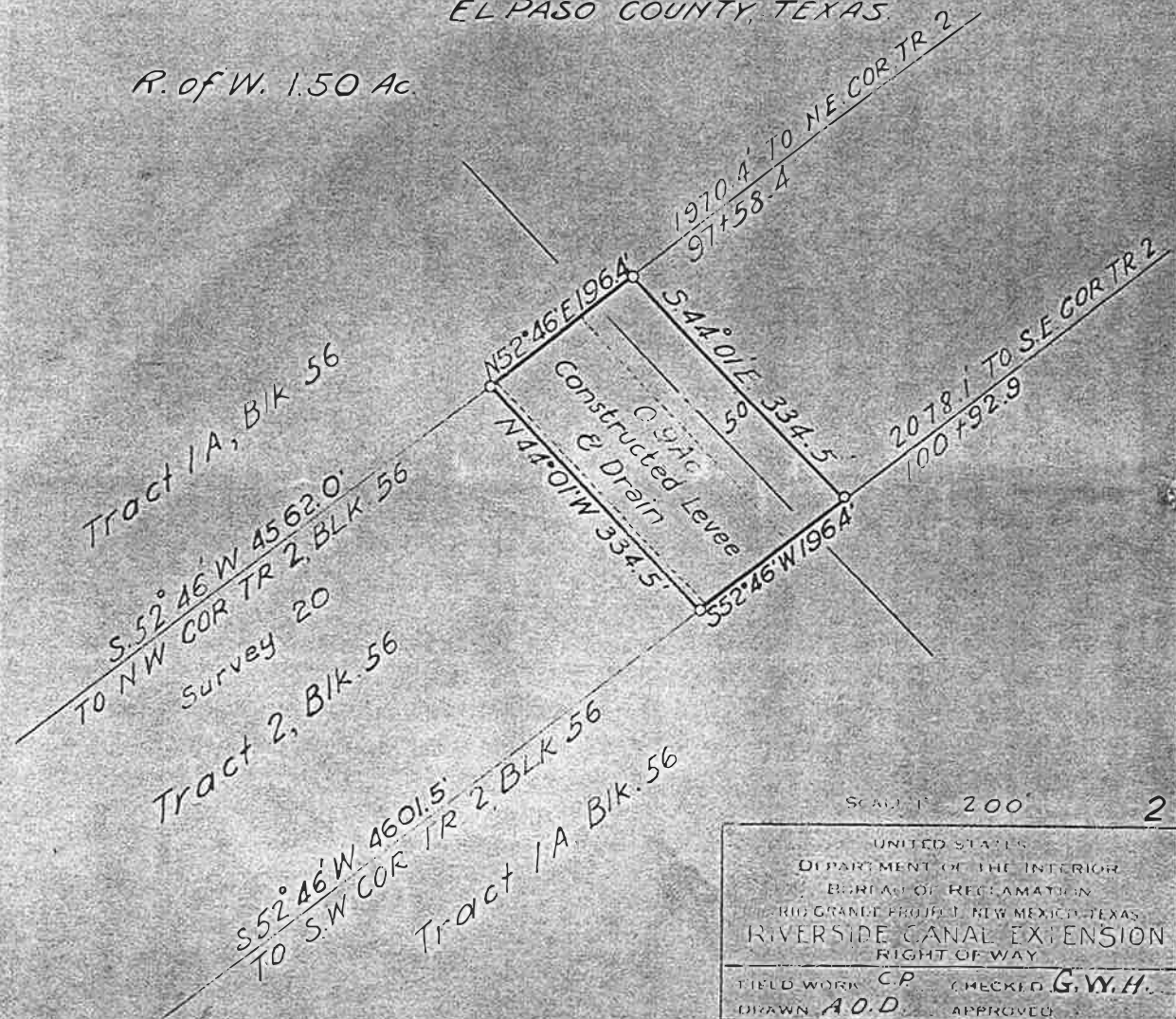
UNITED STATES	
DEPARTMENT OF THE INTERIOR	
BUREAU OF RECLAMATION	
RIVERSIDE CANAL EXTENSION	
RIGHT OF WAY	
FIELD WORK BY	CHECKED G.W.H.
DRAWN BY	APPROVED
4080-131	EL PASO, TEX. 1/55

SCALE 1" = 2000'



LOCATION PLAT
 SECTION 25, T 33 S. R 7 E. U.S.R.S.
 TRACT 2, BLOCK 56
 RESURVEY OF THE SAN ELIZARIO GRANT (ISLAND)
 EL PASO COUNTY, TEXAS

R. of W. 1.50 Ac



SCALE 1" = 200' 2

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF RECLAMATION
 RIO GRANDE PROJECT, NEW MEXICO, TEXAS
 RIVERSIDE CANAL EXTENSION
 RIGHT OF WAY

FIELD WORK C.P. CHECKED G.W.H.
 DRAWN A.O.D. APPROVED
 4080-L131 EL PASO, TEX. 106 1939

TR. 1A, BLK. 56

TR. 1A, BLK. 56

N 44° 01' W. 5745.2

S 44° 01' E. 5745.2

2.0' CONDUIT

Parcel No. 1 25772 AC

15.5Ac. Occupied

OLD RIO GRANDE BED

LOCATION PLAT.
 SEC. 35-36 T. 33 S. R. 1 E. U.S.R.S.
 SEC. 31-32 T. 33 S. R. 1 E. U.S.R.S.
 TRACT 1A, BLK. 56 & TRACT 9, BLK. 55
 RESURVEY OF THE SANELIZARIA GRANT (ISLAND)
 EL PASO COUNTY TEXAS

Total R of W Parcel N° 1 25772 AC
 Total R of W Parcel N° 2 388 "
 Total R of W 1+2 29660 "



552°46' W. 4716.6'
 TO N.W. COR. TR. 9
 158+38.1

TR. 9, BLK. 55

552°46' W. 4492.9'
 TO S.W. COR. TR. 9
 163+64.8

TR. 8, BLK. 55

196.4 180.0
 300.8
 547.97
 232.95
 351.9'
 552°46' W.
 155.6
 0.55Ac. Occupied

Parcel N° 2 388 AC

P.C. 165+16.0

P.T. 170+06.0

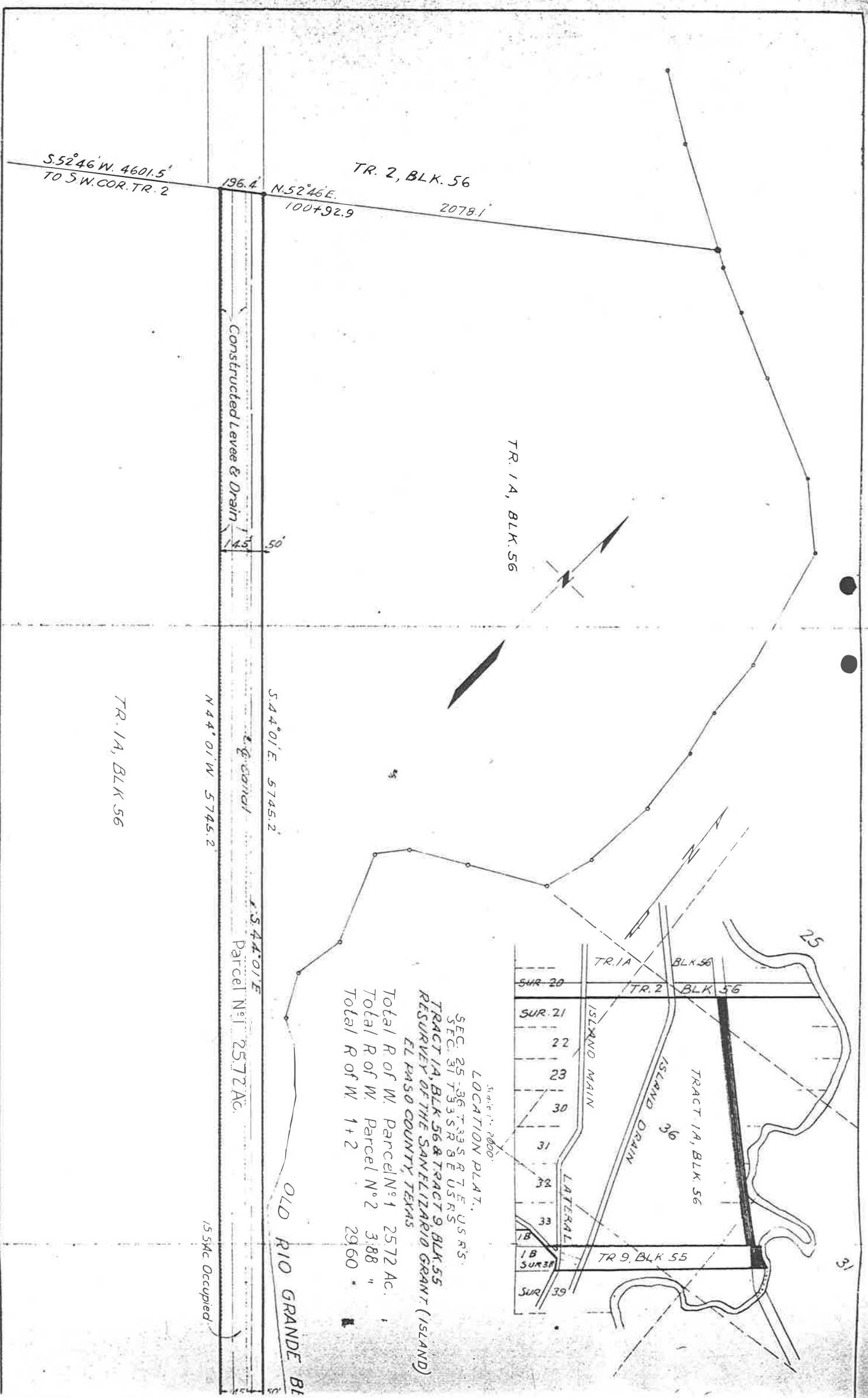
TR. 8, BLK. 41

DEPARTMENT OF THE INTERIOR
 BUREAU OF RECLAMATION
 RIO GRANDE PROJECT-NEW MEXICO-TEXAS
 RIVERSIDE CANAL EXTENSION
 RIGHT OF WAY

FIELD WORK: C.P. CHECKED: G.W.H.
 DRAWN: A.O.D. APPROVED: G.W.H.

4080-1-131 EL PASO, TEX. 1939

SCALE 1" = 400'



S.52°46' W. 4601.5'
TO S.W. COR. TR. 2

196.4 N.52°46' E.
100+92.9 2078.1

TR. 2, BLK. 56

Constructed Levee & Drain

145' 50'

TR. 1A, BLK. 56

TR. 1A, BLK. 56

N44°01' W. 5745.2

S.44°01' E. 5745.2

Canal

S.44°01' E.
Parcel N° 1 25.72 Ac.

OLD RIO GRANDE BL

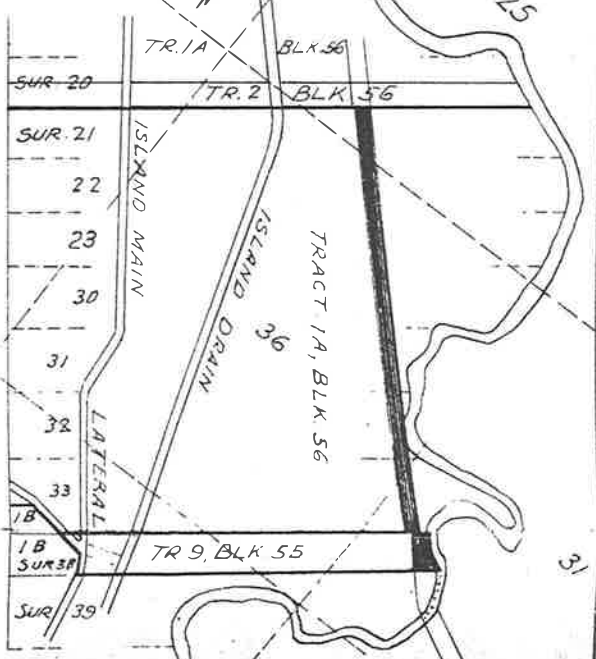
155Ac Occupied

SEC. 25 - 36 T. 33 S. R. 7 E. U.S.R.S.
SEC. 31 - 35 S. 31 R. 8 E. U.S.R.S.
TRACT 1A, BLK. 56 & TRACT 9, BLK. 55
RESURVEY OF THE SANELIZARIO GRANT (ISLAND)
EL PASO COUNTY, TEXAS

Total R of W. Parcel N° 1 25.72 Ac.
Total R of W. Parcel N° 2 3.88 "
Total R of W. 1+2 29.60 "

LOCATION PLAT.

Scale: 1" = 200'



ISLAND MAIN

ISLAND DRAIN

LATERAL

TR. 1A

BLK. 56

SUR. 20

TR. 2, BLK. 56

SUR. 21

22

23

30

31

32

33

1B SUR. 33

SUR. 39

TR. 9, BLK. 55

TRACT 1A, BLK. 56

25

31

THE STATE OF TEXAS,

COUNTY OF EL PASO.

BEFORE ME, the under signed notary public

in and for El Paso County, Texas, on this day personally appeared Lee Moor

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 13th day of March A. D. 19 47

Bess Waskey

Notary Public in and for El Paso County, Texas

(SEAL)

THE STATE OF TEXAS,

COUNTY OF EL PASO.

BEFORE ME,

in and for El Paso County, Texas, on this day personally appeared wife of

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

Given under my hand and seal of office, this day of A. D. 19

QUIT-CLAIM DEED

SINGLE AND WIFE'S SEPARATE ACKNOWLEDGMENTS

TO

Filed for Record the

day of 19 at

o'clock and minutes M

Clerk, County Court, El Paso County, Tex.

By Deputy

ELIAS BROS. PRINTING CO., EL PASO

THE STATE OF TEXAS,

COUNTY OF EL PASO.

P. D. Lowry

I, Clerk of the

County Court of said County, do hereby certify that the above instrument of writing, dated on the 13 day of March A. D., 19 47, with its certificate of authentication, was filed for record in my office this 27 day of March A. D., 19 47, at 2.30 o'clock P. M. and duly recorded the 2 day of April A. D., 19 47, at 9 o'clock A. M. in the records of said County, in Volume 858 on Pages 589

Witness my hand and the seal of the County Court of said County, at office in El Paso, Texas the day and year last above written.

(SEAL)

P. D. Lowry

Clerk County Court, El Paso County,

By Emilia G. Morrow, Deputy

THE STATE OF TEXAS,

COUNTY OF EL PASO.

BEFORE ME,

in and for El Paso County, Texas, on this day personally appeared Lee Moor

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 day of A. D. 19

My commission expires

THE STATE OF TEXAS,

COUNTY OF EL PASO.

BEFORE ME,

in and for El Paso County, Texas, on this day personally appeared Beulah E. Moor wife of

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

Given under my hand and seal of office, this day of A. D. 19

My commission expires

QUIT-CLAIM DEED

SINGLE AND WIFE'S SEPARATE ACKNOWLEDGMENTS

TO

Filed for Record the

day of 19 at

o'clock and minutes M.

Clerk, County Court, El Paso County, Tex.

By Deputy

THE STATE OF TEXAS,

COUNTY OF EL PASO.

I, Clerk of the

County Court of said County, do hereby certify that the above instrument of writing, dated on the day of A. D., 19, with its certificate of authentication, was filed for record in my office this day of A. D., 19, at o'clock M. and duly recorded the day of A. D., 19, at o'clock M. in the records of said County, in Volume on Pages

Witness my hand and the seal of the County Court of said County, at office in the day and year last above written.

Clerk County Court County,

By Deputy

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

KNOW ALL MEN BY THESE PRESENTS: THAT

Lee Moor and Beulah E. Moor, his wife

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

One and no/100 (\$1.00) ----- DOLLARS,

to us in hand paid by The United States of America in pursuance of the provisions of the act of June 17, 1902 (32 Stat. 388)

~~of the County of~~ and ~~State of~~ the receipt whereof is hereby acknowledged, do by these presents Bargain, Sell, Release and Forever Quit-Claim, unto the said the United States of America, its successors

~~and~~ and assigns all our right, title and interest in and to that tract or parcel of land lying in the County of El Paso, and State of Texas, described as follows, to-wit:

TO HAVE AND TO HOLD all our right, title, interest, estate and claim in and to the said premises, together with all and singular, the rights, privileges, and appurtenances to the same in any manner belonging, unto the said the United States of America, its successors

~~and~~ and assigns forever.

WITNESS our hand s this the _____ day of _____, A. D. 19____

Witnesses at Request of Grantor:

not recorded or signed

THE STATE OF TEXAS, }

COUNTY OF EL PASO. }

KNOW ALL MEN BY THESE PRESENTS: THAT

I, Lee Moor, not joined herein by my wife, as none of the hereinafter described property constitutes any part of our homestead.

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

One Dollar (\$1.00) - - -

DOLLARS,

to me in hand paid by the United States of America, pursuant to the Act of Congress approved June 17, 1902 (32 Stat., 388)

of the receipt whereof is hereby acknowledged, do by these presents Bargain, Sell, Release and Forever Quit-Claim, unto the said United States of America, its successors

hereby and assigns all my right, title and interest in and to that tract or parcel of land lying in the County of El Paso, and State of Texas, described as follows, to-wit:

A tract of land lying and situate in El Paso County, Texas and in Tract 3B, Block 39; Tract 1, Block 57; Tract 1A, Block 56; Tract 2, Block 56; and Tract 9, Block 55, and accretions thereto, of the official resurvey of the San Elizario Grant as accepted by the Commissioners Court of El Paso County, Texas, the 13th day of January 1920 and of record in the office of the County Clerk of said county and state, more particularly described as follows:

Beginning at a point on the easterly right of way line of the Island Road, from which point the Northeast Corner of Tract 9, Block 55 of the official resurvey of the San Elizario Grant bears North thirty degrees (30°) six minutes (06') thirty seconds (30") East one thousand the hundred thirty-two and five tenths (1132.5) feet; thence South eighty degrees (80°) thirty-seven minutes (37') East one hundred sixty-seven and seven tenths (167.7) feet; thence along the arc of a circular curve to the right, the radius of which is five hundred twenty-eight and one tenth (528.1) feet, a distance of one hundred eighty-eight and two tenths (188.2) feet; thence South sixty degrees (60°) twelve minutes (12') East three hundred eighty-three and two tenths (383.2) feet to a point from which the Northeast corner of Tract 3B, Block 39 of said official resurvey of the San Elizario Grant bears South seventy-four degrees (74°) fifty-six minutes (56') thirty-nine seconds (39") East four thousand nine hundred twenty-eight and five tenths (4928.5) feet; thence South sixty degrees (60°) twelve minutes (12') East two thousand four hundred eight and eight tenths (2408.8) feet; thence along the arc of a circular curve to the right, the radius of which is five hundred ninety-five and seven tenths (595.7) feet a distance of two hundred fifty and two tenths (250.2) feet; thence South thirty-six degrees (36°) eight minutes (08') East three thousand three hundred forty-four and nine tenths (3344.9) feet; thence South forty-four degrees (44°) one minute (01') East one hundred three and nine tenths (103.9) feet to a point on the line extended northerly between tracts 1, Block 57 and 1A, Block 56 of said official resurvey of the San Elizario Grant; thence South forty-four degrees (44°) one minute (01') East one thousand six hundred thirty-five and three tenths (1635.3) feet to a point on the line between Tract 1A and Tract 2, Block 56 of said official resurvey of the San Elizario Grant; thence South forty-four degrees (44°) one minute (01') East three hundred thirty-four and five tenths (334.5) feet to a point on the easterly line of said tract 2, Block 56; thence South forty-four degrees (44°) one minute (01') East five thousand seven hundred forty-five and two tenths (5745.2) feet to a point on the line between Tract 1A, Block 56 and Tract 9, Block 55 of said official resurvey of the San Elizario Grant; thence along said line North fifty-two degrees (52°) forty-six minutes (46') East one hundred eighty (180) feet to the center of what formerly constituted the bed of the Rio Grande as the same existed prior to the artificial rectification thereof; thence along the center line of said former river bed South forty-seven degrees (47°) thirteen minutes (13') East two hundred twenty-nine and five tenths (229.5) feet; South fifty-two degrees (52°) twelve minutes (12') East two hundred forty-eight and one tenth (248.1) feet and South forty-six degrees (46°) thirty-six minutes (36') East fifty-eight and one tenth (58.1) feet to a point where said center line intersects the line extended northerly, between tracts 8 and 9, Block 55 of said official resurvey of the San Elizario Grant; thence along said line South fifty-two degrees (52°) forty-six minutes (46') West three hundred fifty-one and nine tenths (351.9) feet to a point from which the Southwest corner of said tract 9 bears South fifty-two degrees (52°) forty-six minutes (46') West four thousand four hundred ninety-two and nine tenths (4492.9) feet; thence North forty-four degrees (44°) one minute (01') West five hundred twenty-six and seven tenths (526.7) feet to a point on the line between Tract 9, Block 55 and Tract 1A Block 56 of said official resurvey of the San Elizario Grant; thence along said line South fifty-two degrees (52°) forty-six minutes (46') West seventy-five and six tenths (75.6) feet to a point from which the Northeast corner of Tract 9, Block 55 of said official resurvey of the San Elizario Grant bears South fifty-two degrees (52°) forty-six minutes (46') West four thousand seven hundred sixteen and six tenths (4716.6) feet; thence North forty-four degrees (44°) one minute (01') West five thousand seven hundred forty-five and two tenths (5745.2) feet to a point on the line between tracts 1A and 2, Block 56 of said official resurvey of the San Elizario Grant, from which point the Southwest corner of said Tract 2 bears South fifty-two degrees (52°) forty-six minutes (46') West four thousand six hundred one and five tenths (4601.5) feet; thence North forty-four degrees (44°) one minute (01') West three hundred thirty-four and five tenths (334.5) feet to a point on the northeasterly line of said tract 2, from which point the Northwest corner of said tract 2 bears South fifty-two degrees (52°) forty-six minutes (46') West four thousand five hundred sixty-two (4562) feet; thence North forty-four degrees (44°) one minute (01') West one thousand six hundred thirty-five and three tenths (1635.3) feet to a point on the line between Tract 1A, Block 56 and Tract 1, Block 57 of said official resurvey of the San Elizario Grant, from which point the Northwest corner of said Block 56 bears South fifty-two degrees (52°) forty-six minutes (46') West five thousand eight hundred eighteen and seven tenths (5818.7) feet; thence North forty-

A tract of land lying and situate in El Paso County, Texas and in Tract 5B, Block 59; Tract 1, Block 57; Tract 1A, Block 56; Tract 2, Block 56; and Tract 9, Block 55, and accretions thereto, of the official resurvey of the San Elizario Grant as accepted by the Commissioners Court of El Paso County, Texas, the 13th day of January 1930 and of record in the office of the County Clerk of said county and state, more particularly described as follows:

Beginning at a point on the easterly right-of-way line of the Island Road, from which point the Northeast Corner of Tract 9, Block 58 of the official resurvey of the San Elizario Grant bears North thirty degrees (30°) six minutes (06') thirty seconds (30") East one thousand one hundred thirty-two and five tenths (1132.5) feet; thence South eighty degrees (80°) thirty-seven minutes (37') East one hundred sixty-seven and seven tenths (167.7) feet; thence along the arc of a circular curve to the right, the radius of which is five hundred twenty-eight and one tenth (528.1) feet, a distance of one hundred eighty-eight and two tenths (188.2) feet; thence South sixty degrees (60°) twelve minutes (12') Northeast corner of Tract 5B, Block 59 of said official resurvey of the San Elizario Grant bears South seventy-four degrees (74°) fifty-six minutes (56') thirty-nine seconds (39") East four thousand nine hundred twenty-eight and five tenths (4928.5) feet; thence South sixty degrees (60°) twelve minutes (12') East two thousand four hundred eight and eight tenths (2408.8) feet; thence along the arc of a circular curve to the right, the radius of which is five hundred ninety-five and seven tenths (595.7) feet a distance of two hundred fifty and two tenths (250.2) feet; thence South thirty-six degrees (36°) eight minutes (08') East three thousand three hundred forty-four and nine tenths (3344.9) feet; thence South forty-four degrees (44°) one minute (01') East one hundred three and nine tenths (103.9) feet to a point on the line extended northerly between tracts 1, Block 57 and 1A, Block 56 of said official resurvey of the San Elizario Grant; thence South forty-four degrees (44°) one minute (01') East one thousand six hundred thirty-five and three tenths (1635.3) feet to a point on the line between Tract 1A and Tract 2, Block 56 of said official resurvey of the San Elizario Grant; thence South forty-four degrees (44°) one minute (01') East three thousand three hundred thirty-four and nine tenths (3334.9) feet to a point on the easterly line of said tract 2, Block 56; thence South forty-four degrees (44°) one minute (01') East five thousand seven hundred forty-five and two tenths (5745.2) feet to a point on the line between Tract 1A, Block 56 and Tract 9, Block 55 of said official resurvey of the San Elizario Grant; thence along said line North fifty-two degrees (52°) forty-six minutes (46') East one hundred eighty (180) feet to the center of what formerly constituted the bed of the Rio Grande as the same existed prior to the artificial rectification thereof; thence along the center line of said former river bed South forty-seven degrees (47°) thirteen minutes (13') East two hundred twenty-nine and five tenths (229.5) feet; South fifty-two degrees (52°) twelve minutes (12') East two hundred forty-eight and one tenth (248.1) feet and South forty-six degrees (46°) thirty-six minutes (36') East fifty-eight and one tenth (58.1) feet to a point where said center line intersects the line extended northerly, between tracts 8 and 9, Block 55 of said official resurvey of the San Elizario Grant; thence along said line South fifty-two degrees (52°) forty-six minutes (46') West three hundred fifty-one and nine tenths (351.9) feet to a point from which the Southwest corner of said tract 9 bears South fifty-two degrees (52°) forty-six minutes (46') West four thousand four hundred ninety-two and nine tenths (4492.9) feet; thence North forty-four degrees (44°) one minute (01') West five hundred twenty-six and seven tenths (526.7) feet to a point on the line between Tract 9, Block 55 and Tract 1A Block 56 of said official resurvey of the San Elizario Grant; thence along said line South fifty-two degrees (52°) forty-six minutes (46') West seventy-five and six tenths (75.6) feet to a point from which the Northwest corner of Tract 9, Block 55 of said official resurvey of the San Elizario Grant bears South fifty-two degrees (52°) forty-six minutes (46') West four thousand seven hundred sixteen and six tenths (4716.6) feet;

thence North forty-four degrees (44°) one minute (01') West five thousand seven hundred forty-five and two tenths (5745.2) feet to a point on the line between tracts 1A and 2, Block 56 of said official resurvey of the San Elizario Grant, from which point the Southwest corner of said Tract 2 bears South fifty-two degrees (52°) forty-six minutes (46') West four thousand six hundred one and five tenths (4601.5) feet; thence North forty-four degrees (44°) one minute (01') West three hundred thirty-four and five tenths (334.5) feet to a point on the northwesterly line of said tract 2, from which point the Northwest corner of said tract 2 bears South fifty-two degrees (52°) forty-six minutes (46') West four thousand five hundred sixty-two (4562) feet; thence North forty-four degrees (44°) one minute (01') West one thousand six hundred thirty-five and three tenths (1635.3) feet to a point on the line between Tract 1A, Block 56 and Tract 1, Block 57 of said official resurvey of the San Elizario Grant, from which point the Northwest corner of said Block 56 bears South fifty-two degrees (52°) forty-six minutes (46') West five thousand eight hundred eighteen and seven tenths (5818.7) feet; thence North forty-four degrees (44°) one minute (01') West ninety-four and one tenth (94.1) feet; thence North thirty-six degrees (36°) eight minutes (08') West three thousand three hundred fifty-eight and three tenths (3358.3) feet; thence along the arc of a circular curve to the left, the radius of which is four hundred and seven tenths (400.7) feet, a distance of one hundred sixty-eight and three tenths (168.3) feet; thence North sixty degrees (60°) twelve minutes (12') West two thousand seven hundred ninety-two (2792) feet; thence along the arc of a circular curve to the left, the radius of which is three hundred thirty-three and one tenth (333.1) feet, a distance of one hundred eighteen and seven tenths (118.7) feet; thence North eighty degrees (80°) thirty-seven minutes (37') East two hundred forty-nine and four tenths (249.4) feet to a point on the easterly right-of-way line of the Island Road; thence along the easterly right-of-way line of the Island Road, North thirty-two degrees (32°) seven minutes (07') East two hundred eleven and four tenths (211.4) feet to the point of beginning. Said tract of land containing sixty-eight and ninety-two hundredths (68.92) acres, more or less, all as shown on Plans Nos. 1 and 2 of File No. 4060-1131 attached hereto and made a part hereof.

Copyright as to Engr. Data

THREE tracts of land lying and situate in Sections 23, 25, 26, T 33 S, Range 7 E, Bureau of Reclamation Survey, and in El Paso County, Texas in Surveys 1, 2, 3, 7, 8, 11, 12, 19, 20, 21, 22, 23, 30, 31, 32, 33 and 38 of Island San Elizario Grant; being also within Tract 1, Block 57, and Tracts 1A and 2, Block 56, and Tract 9, Block 55, of the resurvey of the Island San Elizario Grant as accepted by the Commissioners' Court of El Paso County, Texas, the 13th day of January, 1930, and of record in the office of the County Clerk of said county and state, more particularly described as follows:

TRACT #1 - Beginning at the point of intersection of the center line of what formerly constituted the bed of the Rio Grande as the same existed prior to the artificial rectification thereof and the South right of way line of a county road from which point the Northeast corner Tract nine (9) Block thirty-eight (38) of the resurvey of the Mainland San Elizario Grant bears North thirty degrees (30°) six minutes (06') thirty seconds (30") East one thousand one hundred thirty-two and five tenths (1132.5) feet; thence South eighty degrees (80°) thirty-seven minutes (37') East one hundred sixty-seven and seven tenths (167.7) feet; thence to the right along a curve of five hundred twenty-eight and one tenth (528.1) feet radius one hundred eighty-eight and two tenths (188.2) feet measured on the arc; thence South sixty degrees (60°) twelve minutes (12') East two thousand seven hundred ninety-two and no tenths (2792.0) feet; thence to the right along a curve of five hundred ninety-five and seven tenths (595.7) feet radius a distance of two hundred fifty and two tenths (250.2) feet measured on the arc; thence South thirty-six degrees (36°) eight minutes (08') East three thousand three hundred forty-four and nine tenths (3344.9) feet; thence South forty-four degrees (44°) one minute (01') East one thousand seven hundred thirty-nine and two tenths (1739.2) feet to a point on the line between Tract one A (1A) Block fifty-six (56) and Tract two (2) Block fifty-six (56) of the resurvey of the Island San Elizario Grant; thence South fifty-two degrees (52°) forty-six minutes (46') West along the line between said Tracts one A (1A) Block fifty-six (56) and Tract two (2) Block fifty-six (56) one hundred ninety-six and four tenths (196.4) feet to a point from which the Northwest corner of Tract two (2) Block fifty-six (56) bears South fifty-two degrees (52°) forty-six minutes (46') West four thousand five hundred sixty-two and no tenths (4562.0) feet; thence North forty-four degrees (44°) one minute (01') West one thousand seven hundred twenty-nine and four tenths (1729.4) feet; thence North thirty-six degrees (36°) eight minutes (08') West three thousand three hundred fifty-eight and three tenths (3358.3) feet; thence to the left along a curve of four hundred and seven tenths (400.7) feet radius a distance of one hundred sixty-eight and three tenths (168.3) feet measured on the arc; thence North sixty degrees (60°) twelve minutes (12') West three thousand one hundred thirty-seven and six tenths (3137.6) feet to a point on the south right of way of a county road; thence North thirty-two degrees (32°) seven minutes (07') East along said road right of way line one hundred three and five tenths (103.5) feet to point of beginning, said tract of land containing thirty-seven and forty-seven hundredths (37.47) acres, more or less, all as shown on plat attached hereto and made a part hereof.

TRACT #2 - A tract of land lying and situate in survey #20 of the Island San Elizario Grant and within Tract 2, Block 56 of the resurvey of the Island San Elizario Grant: - Beginning at a point on the line between Tracts one A (1A) and two (2) Block fifty-six (56) of said resurvey and from which point the Southwest corner Tract two (2) Block fifty-six (56) bears South fifty-two degrees (52°) forty-six minutes (46') West four thousand six hundred one and five tenths (4601.5) feet; thence North forty-four degrees (44°) one minute (01') West three hundred thirty-four and five tenths (334.5) feet to a point on the Northwest line of Tract two (2) Block fifty-six (56) from which point the Northwest corner Tract two (2) Block fifty-six (56) bears South fifty-two degrees (52°) forty-six minutes (46') West four thousand five hundred sixty-two and no tenths (4562.0) feet; thence North fifty-two degrees (52°) forty-six minutes (46') East along the Northwest line of Tract two (2) Block fifty-six (56) one hundred ninety-six and four tenths (196.4) feet; thence South forty-four degrees (44°) one minute (01') East three hundred thirty-four and five tenths (334.5) feet to a point on the Southeast line of Tract two (2) Block fifty-six (56); thence along said line South fifty-two degrees (52°) forty-six minutes (46') West one hundred ninety-six and four tenths (196.4) feet to the point of beginning; said tract of land containing one and five tenths (1.5) acres, more or less, all as shown on plat attached hereto and made a part hereof.

Correct as to Engr. Data S.M.A.

H A O O C A T T L E C O M P A N Y (L E E M O O R I S L A N D F A R M) F A R M
TITLE RECORD

San Elizario Grant Block tract No.	Bureau of Recl. Serial No.	San Elizario Grant Original Survey No.	Area of Original Survey	Owner of Title Signing Contract	Contract No.	Contract Area - Acres	Date of Acquisition by Lee Moor	Recorded Book Page	Gross Area as shown on County Survey	R of W Deductions	1937 - 1946 Net Area	Remarks
86 1A	26.13-1-3	12 13 14 15 16 17 18 19 20 (R. 313 S)	76.93 49.87 49.87 87.53 45.05	R.L. Whitlock & F.E. Tuberville Lee Moor J.L. Dyer, et al. Cooper & Sharpley	No record No record 836 430 430	49.87 49.87 87.53 45.05	1-20-20 1-21-20 9-15-11 2-4-38 3-28-16	328 322 184 438 294	71.60 49.87 49.87 81.44 47.84	6.56 1.92 .87 4.81 2.11	66.04 46.95 47.00 76.53 45.75	
		21 22 23 24	104.03 117.61 78.50 72.77	F.O. English " " " " " " Yuma G. Giron, Adm. Lee Moor	430 " " " " 1115 1094 61 1053 1054 562	104.03 117.67 95.00 3.00 6.12 17.00 243.41	8-16-25 8-18-25 11-17-10 4-14-30	416 416 542 358	107.88 123.06 121.47 154.71	4.88 5.08 5.11 6.04	103.20 117.86 115.56 128.67	Conflicts with Island No. 91
		25 26 27 28 29 30 31 32 33 34	55.58 1243.41 (in cont) 48.56	Ramon Barreal et al Lee Moor Lee Moor Lee Moor	No record 1053 562 No record	17.00 243.41	7-27-22 10-7-14 12-28-19	399 261 320 146	108.97 109.70 150.63 46.56 1182.00	6.42 6.25 16.01 4.88 69.14	102.15 103.45 114.68 41.68 1112.86	Conflicts with Island No. 91 Nos. 92 & 93 Conflicts with Island No. 92, 1939, 4, 52 ACS S.C.C. Sold to Geo. Orr
87 1	26.13-1-1	1 2 3 4 5 6 7 8 9 10 11 Trac 80 Trac 89, 90, 91, 92, 93 S 333 4ft. of 20	347.88 75.25 107.81 21.63 19.13 87.64 77.83 77.87 35.05 41.18 84.07	Lee Moor " " " " J.L. Dyer, et al Lee Moor Lee Moor Lee Moor " " J.L. Dyer, et al Lee Moor Lee Moor Garner Giron Various	568 568 568 435 435 435 568 568 568 568 568 349 587, 570, 564, 600, 35, 246, 434, 456	247.88 75.25 107.81 21.63 19.13 27.94 77.83 77.87 35.05 41.18 84.07 24.00 96.00 90.50	9-15-21 9-15-11 10-12-12 10-12-12 12-2-13 10-18-13 9-15-11 12-3-15 10-15-12 18-3-13 2-27-16 acquired by accretion (5-28-11) 6-26-11	213 213 213 213 244 213 184 244 244 244 250 690 693	405.98 77.04 107.60 21.91 19.23 39.93 76.45 78.10 35.84 42.04 81.31 875.98 81.87	56.56 4.47 6.39 1.88 1.81 1.60 4.82 4.79 1.87 1.64 7.03 71.79 2.13	569.35 72.57 101.31 20.89 16.71 28.39 73.70 78.85 33.77 40.40 74.28 904.13 49.74	64.76 ac. deeded to U.S. for River Rectification in 1938
88 2	26.13-3											Area conflicts with Mr. Moor's subscription contract # 562
89 9	31.5-3	Part of 89 Trac 85 Trac 76	131.59 21.00 79.61	O.D. Winder Allie D. Olney No record	1124 265 200	15.00 14.40 59.74	5-4-33 2-1-34 acquired by accretion	446 417 877	67.60	6.43	61.15	Tr. 38 Total 131.39 ac. only 15 acres subject to Irrigation and No. 93 subscribed which includes Area conflicts with 78 Conflicts with Island No. 1 Conflicts with Island No. 1 Nos. 2 & 3 7 & 8 7, 8 & 11 11, 12 & 19
89-33	23.19-1 23.21 26.11 28.13	Bartola Caros Jesus Arroyo	25.00 26.00 28.00 61.00	O.R. Loomis O.R. Loomis No record A. Kvalmar Paul Martin, et al	400 87 264 87	33.37 66.00 61.00 61.00	6-20-18 acquired by accretion 8-16-16 2-6-18 2-3-40	390 385 210 460	206.77	20.99	186.19	
89-4	26.10	I.P. Ouel	80.25 2579.62	H.D. Camp & H.P. Jackson I.P. Ouel	87 87	61.00 2586.72	2-3-40	460	82.87 2596.13	2.20 178.30	50.17 2546.15	

2174.91

THE STATE OF TEXAS }
 County of Salinas } Before me Hugh W. Reynolds Notary Public
 in and for Salinas County, Texas, on this day personally appeared Lee Moor
 known to me to be the person whose name Lee 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 13th day of August A. D. 1914

THE STATE OF TEXAS }
 County of Salinas } Before me Hugh W. Reynolds Notary Public
 on this day personally appeared Bessie Moor wife of Lee Moor
 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 Bessie Moor acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.
 Given under my hand and seal of office, this 13th day of August A. D. 1914

THE STATE OF TEXAS }
 County of El Paso } I, W. D. Greet
 Clerk of the County Court of said County, do hereby certify that the above instrument of writing, dated on the 14th day of July A. D. 1914 at 9:10 o'clock A. M. and duly recorded the 29th day of July A. D. 1914 at 1:30 o'clock P. M. in the records of said County, in Volume 33 on page 33.
 Witness my hand and seal of the County Court of said County, at office in El Paso, Texas the day and year last above written.
 W. D. Greet
 Clerk C. C. El Paso County.
 By L. O. Amador Deputy.

INDEXED
 36
 33
 7

EL PASO VALLEY WATER USERS' ASSOCIATION

SUBSCRIPTION FOR STOCK

Lee Moor
Bessie Moor

For 1305 Shares

Lands Jan Blyssard Grant

Lee Moor, 10, 3, 5, 7, 8, 10

U. S. 33, 33, 101, 150, 175, Island

Dated November 13, 1914

Presented and Filed

December 30, 1914

Ernest Storey
 Cash Secretary El Paso Valley Water Users' Assn.

FILED FOR RECORD

July 14 1914 15:30

W. D. GREET
 County Clerk

11/3/14
33
 Deputy

of irrigable land or the cost of the works of both, as determined by the United States, shall exceed the number of shares of the capital stock authorized herein, appropriate amendment of these articles as to the number of shares, the par value thereof, and the capital stock shall be made in compliance with the laws applicable thereto.

ARTICLE VI.

Section 1. Revenues necessary to the accomplishment of the purposes of this Association shall be raised by assessment from time to time as required upon and against the stockholders.

Section 2. The Board of Governors shall have the power to make and enforce necessary by-laws for the making, levying, collecting and enforcing of such assessments.

Section 3. Assessments for the cost of operation, maintenance and repair of the works owned, controlled or to be maintained by the Association shall be equally assessed against the shareholders in proportion to the number of shares held by them respectively.

Section 4. Assessments for the construction, acquisition, or control of any works, property or rights, by the Association, or for renewing, replacing, or in any way improving, adding to, enlarging or increasing any of the works, property or rights, or for the fulfillment of any obligations undertaken by it, or for the carrying out of any of its powers may be equally assessed against all the shareholders in proportion to the number of shares held by them respectively.

Section 5. Assessments for expenditure for purposes that are of benefit to a part only of the share holders may be specially assessed against such shareholders in proportion to such benefits, but no expenditure to be provided for, or covered by, such special assessment shall be made or obligation to expend the same incurred, except upon the petition of the holders of two-thirds, at least, of the shares to be so specially benefited.

Section 6. Assessments shall become, from time to time as they are made and levied, a lien on the land of the shareholder against which they are levied, and upon the shares of stock appurtenant thereto, and upon all rights and interests represented by such shares; and until they are paid or otherwise discharged shall be and remain a lien thereon. The manner of fixing the lien and enforcing the same shall be prescribed by the by-laws.

Section 7. Except for operation, maintenance and repair, no work shall be undertaken, purchase made, or indebtedness incurred or be authorized during any one year, whereof the cost shall exceed fifty thousand dollars, until it shall have first been ratified by at least two-thirds of the shares represented by the votes cast at an election to be called and held for such purpose. Special elections may be called and held for such purpose and under such by-laws as the Board of Governors may prescribe, not inconsistent with these Articles.

Section 8. The private property of the stockholders of this Association, except as herein otherwise provided, shall be exempt from the debts of the corporation and shall not be liable therefor nor subjected to the payment thereof.

ARTICLE VII.

The exercise of the corporate powers of this Association and the management of its affairs shall be vested in nine Governors elected to serve one year; and a President and Vice-President, each elected to serve two years. The President and Vice-President shall be ex-officio members of the Board of Governors. The Board shall annually elect a Secretary and a Treasurer, and the President shall annually appoint from among the Governors an Executive Committee of five members.

Section 2. Each Governor and the President and Vice-President shall at the time of his election be the owner of lands situated within the irrigation district described in these articles, to which shares of stock of this Association are appurtenant, and shall also be a resident of the district.

Section 3. If a person elected as a Governor or as President or Vice-President should, at any time during his term of office, cease to have any of the qualifications prescribed, such office shall thereupon become vacant. In the event of a vacancy in any of said offices from said cause, or by reason of death or resignation, the

vacancy shall be filled by the Board of Governors, unless it occurs more than six months prior to the time for the annual election, in which case a special election shall be held to fill the unexpired term. In case the office of President shall become vacant, or the President be temporarily absent or disqualified from acting, the Vice-President shall act as President for the unexpired term, or during such temporary absence or inability as the case may be. In case the offices of President and Vice-President shall both become vacant, or in case of a temporary absence or inability of both, the Board of Governors shall elect one of their number to act in the place of the President, for the unexpired term or during such temporary absence or inability, as the case may be.

Section 4. The annual election of Governors shall be held on the first Tuesday in January of each year in such manner as the by-laws may provide. The President and Vice-President shall be elected at the same time and in the same manner in alternate years. The term of office shall in each case commence on the Monday following their election.

Section 5. Until the election in 1906 and the qualification of those then elected, the following shall be the President, Vice-President and Governors of this Association: President, A. Courchesne, Vice-President J. W. Magoffin, Governors; Felix Martinez, Horace B. Stevens, Z. T. White, Royal Jackman, C. O. Coffin, J. A. Smith, G. W. Huffman, G. N. Garcia, and D. E. Doane.

Section 6. The Board of Governors shall have the power to enact, adopt, and provide for the enforcement of by-laws, not inconsistent with these articles, for the government of the members of the Association, for the management of its affairs, and to repeal, modify and amend the same from time to time. But the Board of Governors shall not have the power to adopt or enforce any by-laws that in any wise conflict with any Federal statutes or the rules and regulations established thereunder for the administration of water from any reservoir, or other works, acquired, constructed, or controlled by the United States, and which may be used for supplying water to the lands of the shareholders of this Association.

Section 7. Regular and special meetings of the Board of Governors shall be called and held in such manner and at such times and places as may be prescribed by the by-laws.

Section 8. Special meetings of the Board of Governors may be called by the President, or by any six members of the Board. Such call shall be in writing and signed by either the President, or any six of the members, and shall state the time of the proposed meeting, and the nature of the business to be transacted thereat. Such written call shall be filed with the Secretary, who shall thereupon immediately, and at least five days before the time fixed for the meeting, mail, postpaid, to the President and each member of the Board, a copy of such call, and shall publish the same in some newspaper published and of general circulation, in the territory described in Article IV of these articles, on three consecutive days before, and exclusive of, the day fixed for such special meeting. If the Secretary fail or refuse to publish such call or to mail copies thereof, as above provided, then either the President, if he issued the call, or any of the members who issued the same, may make publication mail copies of the call, with like effect as if done by the Secretary. Special meetings of the Board of Governors shall be held at the office of the Association.

Section 9. The Board of Governors in the name of the corporation shall have the power to prosecute, defend and compromise all law-suits; to make all contracts, in the name of the Association, necessary and proper for the conduct of the affairs and the carrying on of the business of the Association, subject to all limitations and regulations prescribed by these Articles or the by-laws.

Section 10. The Board shall have the power to estimate, make and levy all assessments against the shareholders of this Association, to the extent and in the manner authorized by these Articles and the by-laws.

Section 11. The Board shall have the power to make, publish and enforce rules and regulations concerning the distribution, use and application of the water works under its control, subject at all times to, and not incon-

sistent with these Articles, or with the by-laws, or with the Federal statutes applicable thereto, and the rules and regulations established thereunder.

Section 12. The Board shall keep, or cause to be kept, a record of its transactions, which shall at all times remain in the office of the Association and shall, during office hours, be open to the inspection of the shareholders, or their properly authorized agents.

Section 13. The Board shall hear and determine complaints of shareholders of non-service, or of improper service or distribution of water, or of improper performance of duty relative to the distribution of water.

Section 14. No by-law shall be passed or enforced which shall interfere with or affect with any existing vested right of any member of this Association to the use of water for irrigation.

Section 15. All by-laws shall be of general application so far as general laws can be made to apply.

Section 16. The President, Vice-President, Chairman of the Executive Committee, members of the Board of Governors, Secretary and Treasurer, shall receive such compensation as may be prescribed by the by-laws.

ARTICLE VIII.

Section 1. At all elections the electors shall possess the following qualifications:

(a) Shall be at the time of the election the owner of at least one share of capital stock of this Association, and shall have been the owner thereof, as shown by the books of the Association, for at least twenty days before such election.

(b) Shall be of the age of twenty-one years or more and of sound mind.

Section 2. At all elections each shareholder shall be entitled to one vote for each share of stock owned by him, not however to exceed in the aggregate one hundred and sixty votes.

Section 3. The vote shall be by written or printed ballot, and be voted only by the electors at the polls in person.

Section 4. The Board of Governors may make reasonable by-laws governing the registration of voters and the method of holding elections.

Section 5. At all elections the person receiving the highest number of votes for any office shall be deemed elected to that office.

ARTICLE IX.

Section 1. The President, Vice-President, Treasurer, Secretary and Executive Committee shall perform such duties as are prescribed by these Articles and by the by-laws, so far as such by-laws shall not be inconsistent with law or with these Articles, and shall receive such compensation as may be fixed by the by-laws, which compensation shall neither be increased nor diminished during their respective terms of office.

Section 2. The President shall be the chief executive officer of the Association, and shall have general supervision over all other officers of the Association in the performance of their duties as such, and of the conduct of the business and affairs of the Association. He shall preside at all meetings of the Board of Governors and shall perform such other duties as may be devolved upon him by the by-laws.

Section 3. All certificates or other evidence of the ownership of shares of stock in the Association, issued by the Association, shall be signed by the President and Secretary of the Association and shall have the seal of the Association affixed.

Section 4. All contracts and instruments in writing executed for or in behalf of the Association, shall be executed in the name of the Association, by the President and Secretary, and shall have the seal of the Association affixed.

Section 5. The Treasurer shall receive and be the custodian of all moneys and other funds of the Association. No moneys shall be paid out by the Treasurer unless upon warrants drawn on him by the President and Secretary, except as provided in Article XI, Section 8. No warrant shall be drawn on the Treasurer by the President and Secretary except upon the order of the Board of Governors, or of the Executive Committee thereof, recorded in the minutes of the board, and in a warrant record to be kept by the Secretary.

Section 6. The Secretary shall keep in books belonging to the Association, a full, complete and accurate

account of all moneys of the Association received and disbursed by him, and shall present a report and account thereof at every regular meeting of the Board, and shall, at the expiration of each quarter, prepare and publish in such manner as the by-laws may prescribe, a quarterly statement to shareholders, showing all such receipts and disbursements during the last preceding quarter; and the Treasurer shall perform such other duties as may devolve upon him by the by-laws.

Section 7. The Secretary shall act as the clerk of the Board of Governors and shall keep a record of all their proceedings. Immediately upon the adoption of by-laws he shall record the same in a book of by-laws to be kept by him in his office and such book shall be open to the inspection of any member of the Association, or his properly authorized agent at all times during business hours. And the Secretary shall perform such other duties as may be devolved upon him by the by-laws.

Section 8. The Treasurer and the Secretary shall give such bond as may be prescribed by the by-laws; provided that neither the President, Vice-President, or any member of the Board of Governors, or the Secretary shall be accepted as a surety on the bond of the Treasurer.

Section 9. The Executive Committee and the Chairman thereof shall have such power and authority and perform such duties as may be devolved upon them by the by-laws.

ARTICLE X.

Section 1. The Board of Governors may create such other offices as may be necessary for the carrying on of the business and affairs of this Association, and may prescribe the manner of appointment, powers, duties terms of office, eligibility and compensation thereof by by-laws not inconsistent with these Articles.

Section 2. The Board of Governors may remove from office, the Treasurer, Secretary, or the incumbent of any office created by the Board, for incompetence, neglect of duty, misappropriation of funds of the Association, or for violation of any of the provisions of these Articles or of any by-law. The Board shall adopt by-laws to govern the procedure of such removal.

ARTICLE XI.

Section 1. The land under each separate distributing canal system within the territory described in Article IV of these Articles, shall, on the petition of the owners of two-thirds of the shares of the capital stock of this Association appurtenant to the land in such proposed Canal Division, be formed into a Canal Division, and the boundaries of such division shall be fixed by the Board of Governors. On the petition of the holders of a majority of the shares of this Association owning the lands affected thereby, or without such petition, whenever in the judgment of the Board it will be beneficial, it may change or modify the boundaries of any Canal Division.

Section 2. A Board of Water Commissioners to consist of three members shall be appointed annually for each canal division by the Board of Governors. Such appointment shall be made in the month of January in each year, and no one shall be eligible for such office, unless he be a resident within the Canal Division for which he may be appointed, and a qualified elector as provided in these Articles. The term of office of the members of the Board of Water Commissioners shall be one year from the time of their appointment, and until their successors have been appointed, and have qualified, and they may be removed for cause by the Board of Governors, who may fill any vacancy in any Board of Water Commissioners for the unexpired term.

Section 3. If a petition signed by shareholders in this Association constituting a majority of the qualified electors, residing in any Canal Division, shall be presented to the Board of Governors at their first meeting after their election in January, naming not more than three persons eligible for appointment as Water Commissioners in said Canal Division so named, and asking for their appointment to such office, the said person or persons so named shall be appointed as such Water Commissioners.

Section 4. The Board of Water Commissioners of each Canal Division shall control and manage the local affairs of the canal system therein and the distribution of water therefrom, subject to the provisions of

these Articles, and the by-laws, and to the rules and regulations established by the Board of Governors, or by the proper representative of the United States.

Section 5. The Board of Water Commissioners in each Canal Division may appoint a Secretary of the Board of Water Commissioners and employ a Division Superintendent, removable at their pleasure.

Section 6. The Board of Water Commissioners may, at any time, call a meeting of all the landowners in their Canal Division, who are shareholders in this Association, to consider and determine whether an assessment or assessments for their special benefit should be levied on the shareholders in said Division. At least ten days' notice of such meeting shall be given by the Secretary of said Board, by posting a notice thereof in three public places in said Canal Division, and mailing a copy of such notice, postage prepaid, to each shareholder residing in said Canal Division.

Section 7. If a majority of such shareholders, who are holders of a majority of the shares of this Association appurtenant to lands in said Canal Division, shall at said meeting approve the levy of such special assessment or assessments and sign a petition to the Board of Governors that the same be levied on the shareholders in this Association, owing lands in said Canal Division, and specifying the amount of said proposed assessment and the purpose for

which it shall be levied, and said Board of Water Commissioners shall recommend it in writing, endorsed on said petition, it shall be the duty of the Board of Governors to levy said special assessment on all the shareholders in this Association owing lands in said Canal Division.

Section 8. When so levied the said assessment may, when collected, be disbursed by the Board of Water Commissioners of said Canal Division for the purpose specified in its levy, and shall be paid out by the Treasurer on warrants drawn on him by the said Board of Water Commissioners; provided, however, that nothing in this Article shall limit or abridge the right of the Association to make, levy and collect assessments, as elsewhere in these Articles provided.

ARTICLE XII.

Nothing in these Articles of Incorporation, or in the fact of becoming a member of this Association, shall be construed as affecting, or intending to affect or in any way interfere with the vested rights of any person to the prior use, or delivery, of any waters.

ARTICLE XIII.

Section 1. The individual property of the shareholders shall be exempt from liability for the corporate indebtedness of this Association, except as herein provided.

Section 2. The corporate indebtedness shall not exceed two-thirds of the amount of the capital stock.

ARTICLE XIV.

By subscribing to the stock of this Association, each shareholder grants to the Association, or to the United States, as the case may be, such right or way over the lands described in each subscription as may be necessary for canals, tunnels, and telephone and transmission lines required in connection with the works constructed by the Association, or by the United States, for the use and benefit of the shareholders.

ARTICLE XV.

This corporation shall endure for the term of twenty-five years.

ARTICLE XVI.

Section 1. These Articles of Incorporation can only be amended by the shareholders, at a regular annual election or at a special election called for that purpose by a majority of the number of votes cast. No proposed amendment shall be submitted to the shareholders until it shall have first received the approval of two-thirds of the Board of Governors at a regular or duly called session thereof, nor shall any such proposed amendment be so submitted until it shall have been published in full at least once in each week for four consecutive weeks in at least two newspapers of general circulation within the territory described in Article IV; the last publication shall not be more than seven days before any such election.

Section 2. These Articles shall not be so amended as to in anywise con-

flict with any Federal statutes, or the rules and regulations established thereunder, for the administration of water from any reservoir, or other works acquired, constructed or controlled by the United States, and which may be used for supplying water to the lands of the shareholders of this Association.

ARTICLE XVII.

This Association may accept and avail itself of, or subject itself to, the provisions of any law or laws enacted, or that may be enacted by Congress, or the Legislature of the State, which may be applicable to corporations organized for like purposes as this Association. Such acceptance or subjection shall be valid when ratified by at least two-thirds of the shares represented by the votes cast at any annual election, or at any special election called for the ratification thereof.

Notice of such election shall be given as prescribed in Article XVI, stating the purpose thereof.

ARTICLE XVIII.

The seal of this Association shall be a figure of two concentric circles, the outer being two inches, and the other one and one-half inches in diameter. In the space between the two shall be the words "El Paso Valley Water Users' Association", and bearing within the center space an unrolled scroll with the words and figures thereon, "Incorporated, 1905, Arizona." Witness our hands hereto, this 31st day of March, 1905.

The said shares of stock, and all rights and interests represented thereby or existing or accruing by reason thereof, or incident thereto, are to be inseparably appurtenant to the following described real estate, that is to say:

All those certain tracts or parcels of land, lying and being situated in San Elizario Grant, County of El Paso, State of Texas, and more particularly described as follows:

Survey Number One	(1)	containing	319.88 acres, in Block No. 4 'Island'	26-33-7
Two	(2)	"	15.25	" " "
Three	(3)	"	109.81	" " "
Four	(4)	"	18.12	" " "
Five	(5)	"	17.53	" " "
Six	(6)	"	77.37	" " "
Seven	(7)	"	45.48	" " "
Eight	(8)	"	84.07	26 " "
Nine	(9)	"	48.27	35 " "
Ten	(10)	"		36 " "
Eleven	(11)	"		" " "
Twelve	(12)	"		17-34-8
Thirteen	(13)	"		16-34-8
Fourteen	(14)	"		23-34-8
Fifteen	(15)	"		
Sixteen	(16)	"		
Seventeen	(17)	"		
Eighteen	(18)	"		
Nineteen	(19)	"		
Twenty	(20)	"		
Twenty one	(21)	"		
Twenty two	(22)	"		
Twenty three	(23)	"		
Twenty four	(24)	"		
Twenty five	(25)	"		
Twenty six	(26)	"		
Twenty seven	(27)	"		
Twenty eight	(28)	"		
Twenty nine	(29)	"		
Thirty	(30)	"		
Thirty one	(31)	"		
Thirty two	(32)	"		
Thirty three	(33)	"		
Thirty four	(34)	"		
Thirty five	(35)	"		
Thirty six	(36)	"		
Thirty seven	(37)	"		
Thirty eight	(38)	"		
Thirty nine	(39)	"		
Forty	(40)	"		
Forty one	(41)	"		
Forty two	(42)	"		
Forty three	(43)	"		
Forty four	(44)	"		
Forty five	(45)	"		
Forty six	(46)	"		
Forty seven	(47)	"		
Forty eight	(48)	"		
Forty nine	(49)	"		
Fifty	(50)	"		
Fifty one	(51)	"		
Fifty two	(52)	"		
Fifty three	(53)	"		
Fifty four	(54)	"		
Fifty five	(55)	"		
Fifty six	(56)	"		
Fifty seven	(57)	"		
Fifty eight	(58)	"		
Fifty nine	(59)	"		
Sixty	(60)	"		
Sixty one	(61)	"		
Sixty two	(62)	"		
Sixty three	(63)	"		
Sixty four	(64)	"		
Sixty five	(65)	"		
Sixty six	(66)	"		
Sixty seven	(67)	"		
Sixty eight	(68)	"		
Sixty nine	(69)	"		
Seventy	(70)	"		
Seventy one	(71)	"		
Seventy two	(72)	"		
Seventy three	(73)	"		
Seventy four	(74)	"		
Seventy five	(75)	"		
Seventy six	(76)	"		
Seventy seven	(77)	"		
Seventy eight	(78)	"		
Seventy nine	(79)	"		
Eighty	(80)	"		
Eighty one	(81)	"		
Eighty two	(82)	"		
Eighty three	(83)	"		
Eighty four	(84)	"		
Eighty five	(85)	"		
Eighty six	(86)	"		
Eighty seven	(87)	"		
Eighty eight	(88)	"		
Eighty nine	(89)	"		
Ninety	(90)	"		
Ninety one	(91)	"		
Ninety two	(92)	"		
Ninety three	(93)	"		
Ninety four	(94)	"		
Ninety five	(95)	"		
Ninety six	(96)	"		
Ninety seven	(97)	"		
Ninety eight	(98)	"		
Ninety nine	(99)	"		
One hundred	(100)	"		
One hundred and one	(101)	"		
One hundred and two	(102)	"		
One hundred and three	(103)	"		
One hundred and four	(104)	"		
One hundred and five	(105)	"		
One hundred and six	(106)	"		
One hundred and seven	(107)	"		
One hundred and eight	(108)	"		
One hundred and nine	(109)	"		
One hundred and ten	(110)	"		
One hundred and eleven	(111)	"		
One hundred and twelve	(112)	"		
One hundred and thirteen	(113)	"		
One hundred and fourteen	(114)	"		
One hundred and fifteen	(115)	"		
One hundred and sixteen	(116)	"		
One hundred and seventeen	(117)	"		
One hundred and eighteen	(118)	"		
One hundred and nineteen	(119)	"		
One hundred and twenty	(120)	"		
One hundred and twenty one	(121)	"		
One hundred and twenty two	(122)	"		
One hundred and twenty three	(123)	"		
One hundred and twenty four	(124)	"		
One hundred and twenty five	(125)	"		
One hundred and twenty six	(126)	"		
One hundred and twenty seven	(127)	"		
One hundred and twenty eight	(128)	"		
One hundred and twenty nine	(129)	"		
One hundred and thirty	(130)	"		
One hundred and thirty one	(131)	"		
One hundred and thirty two	(132)	"		
One hundred and thirty three	(133)	"		
One hundred and thirty four	(134)	"		
One hundred and thirty five	(135)	"		
One hundred and thirty six	(136)	"		
One hundred and thirty seven	(137)	"		
One hundred and thirty eight	(138)	"		
One hundred and thirty nine	(139)	"		
One hundred and forty	(140)	"		
One hundred and forty one	(141)	"		
One hundred and forty two	(142)	"		
One hundred and forty three	(143)	"		
One hundred and forty four	(144)	"		
One hundred and forty five	(145)	"		
One hundred and forty six	(146)	"		
One hundred and forty seven	(147)	"		
One hundred and forty eight	(148)	"		
One hundred and forty nine	(149)	"		
One hundred and fifty	(150)	"		
One hundred and fifty one	(151)	"		
One hundred and fifty two	(152)	"		
One hundred and fifty three	(153)	"		
One hundred and fifty four	(154)	"		
One hundred and fifty five	(155)	"		
One hundred and fifty six	(156)	"		
One hundred and fifty seven	(157)	"		
One hundred and fifty eight	(158)	"		
One hundred and fifty nine	(159)	"		
One hundred and sixty	(160)	"		
One hundred and sixty one	(161)	"		
One hundred and sixty two	(162)	"		
One hundred and sixty three	(163)	"		
One hundred and sixty four	(164)	"		
One hundred and sixty five	(165)	"		
One hundred and sixty six	(166)	"		
One hundred and sixty seven	(167)	"		
One hundred and sixty eight	(168)	"		
One hundred and sixty nine	(169)	"		
One hundred and seventy	(170)	"		
One hundred and seventy one	(171)	"		
One hundred and seventy two	(172)	"		
One hundred and seventy three	(173)	"		
One hundred and seventy four	(174)	"		
One hundred and seventy five	(175)	"		
One hundred and seventy six	(176)	"		
One hundred and seventy seven	(177)	"		
One hundred and seventy eight	(178)	"		
One hundred and seventy nine	(179)	"		
One hundred and eighty	(180)	"		
One hundred and eighty one	(181)	"		
One hundred and eighty two	(182)	"		
One hundred and eighty three	(183)	"		
One hundred and eighty four	(184)	"		
One hundred and eighty five	(185)	"		
One hundred and eighty six	(186)	"		
One hundred and eighty seven	(187)	"		
One hundred and eighty eight	(188)	"		
One hundred and eighty nine	(189)	"		
One hundred and ninety	(190)	"		
One hundred and ninety one	(191)	"		
One hundred and ninety two	(192)	"		
One hundred and ninety three	(193)	"		
One hundred and ninety four	(194)	"		
One hundred and ninety five	(195)	"		
One hundred and ninety six	(196)	"		
One hundred and ninety seven	(197)	"		
One hundred and ninety eight	(198)	"		
One hundred and ninety nine	(199)	"		
Two hundred	(200)	"		

containing thirteen hundred five and 34/100 (1305.34) acres
 and no more, of which I am the owner.
 And I, Lee Moor, the wife of the said Lee Moor,
 do hereby join and agree to be bound hereby.
 IN WITNESS WHEREOF, the undersigned have hereunto subscribed our names this 13th day
 of November, 1904.
Lee Moor [L.S.]
Beulah Moor [L.S.]

Know all Men by these Presents:

THAT I, Lee Moor do hereby subscribe for and agree to take 1305

shares of the capital stock of the El Paso Valley Water Users' Association, a corporation duly organized under the laws of the Territory of Arizona, and for that purpose and in order to become a member of said Association do hereby, subject to all the provisions thereof and of the by-laws of said Association not inconsistent therewith, subscribe to the following copy of the Articles of Incorporation of said Association:

TERRITORY OF ARIZONA

OFFICE OF THE
TERRITORIAL AUDITOR.

United States of America,)
Territory of Arizona.)

I, Wesley A. Hill, Territorial Auditor of the Territory of Arizona, do hereby certify that the annexed is a true and complete copy of the Articles of Incorporation of the "El Paso Valley Water Users' Association," which were filed in this office on the 17th day of June, A. D. 1905, at four o'clock P. M., as provided by law.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Phoenix, the Capitol, this 22nd day of June, A. D. 1905.

WESLEY A. HILL,
Territorial Auditor of the Territory of Arizona.

ARTICLES OF INCORPORATION OF THE

El Paso Valley Water Users' ASSOCIATION

KNOW ALL MEN BY THESE ARTICLES OF INCORPORATION.

That we, the undersigned, have associated ourselves together under the laws of the Territory of Arizona as a body corporate.

ARTICLE I.

The name of the corporation shall be and is

THE EL PASO VALLEY WATER USERS' ASSOCIATION.

ARTICLE II.

The names of the incorporators are: A. Corchene, Felix Martinez, Z. T. White, Horace B. Stevens, G. W. Huffman, D. E. Doane, Royal Jackman, G. N. Garcia, Jr., and J. A. Smith, but others may become members of this Association by subscribing the stock of this Association, or by the transfer of stock to them in the regular course of the administration of the affairs of the Association.

ARTICLE III.

The principal place of business of the Association in the Territory of Arizona shall be at Phoenix, Maricopa County, and the principal place of transacting the business of the Association outside of Arizona shall be at the City of El Paso, in the County of El Paso, State of Texas, at which all meetings of the stockholders shall be held.

ARTICLE IV.

Section 1. The purpose for which this Association is organized and the general nature of the business to be transacted are:

(2) To acquire, furnish, provide for, and distribute to the lands of the shareholders of the Association, as herein provided, an adequate supply of water for the irrigation thereof, to divert, store, develop, pump, carry and distribute water for irrigation and all other beneficial uses, deriving the same from all available sources of supply; to construct, purchase, lease, condemn, or acquire in any manner whatsoever, and to own, use, sell, transfer, convey, control, maintain and operate any irrigation works, structures, telephone systems, electric or other power plants, and transportation and transmission lines, and property both real and personal of every kind whatsoever necessary or appro-

priate for the accomplishment of any of the purposes of this organization; to generate, create, transmit, use and sell power and electric energy; to act as trustee, agent or attorney for the sale, disposal, and transfer of lands in order to facilitate the disposal of such lands or any part thereof to persons qualified to perfect the rights to the use of the water under the laws of the United States applicable thereto, and the rules and regulations established thereunder; to incur indebtedness, floating or bonded, and to secure the same by mortgage, deed of trust, pledge or otherwise; to acquire, hold and dispose of stock in other corporations, domestic or foreign; to have and exercise all the powers and to perform any and all acts necessary or appropriate for the accomplishment of any one or more of the said purposes or anything incident thereto.

Section 2. This Association shall have the power to enter into any contract or other agreement with the proper representative of the United States, or any individual, Association of individuals, or corporation, for the purposes of accomplishing any of the aforesaid purposes by means of the construction, acquisition or control of appropriate works or structures, or in any other manner whatsoever.

Section 3. It shall have the power to enter into any agreement with the proper representative of the United States with reference to the collection and payment of any and all charges made under the Federal statutes for the works providing water for the lands of its shareholders.

Section 4. It shall have the power to comply with the provisions of any Federal statutes applicable to the work done by the United States in connection with such system of water supply, and any rules and regulations established thereunder.

Section 5. The Territory within which the lands to be irrigated as aforesaid are situated, to be known as the El Paso Valley Irrigation district, includes all lands within the valley of the Rio Grande lying between the boundary line of Texas on the north and Ft. Quitman on the south.

ARTICLE V.

Section 1. The capital stock of the Association shall be \$1,300,000, divided into 45,000 shares, of the par value of \$40 each.

Section 2. Only those who are owners of lands, or occupants of public lands having initiated a right to acquire the same, within the area described in Article IV, shall be qualified to own shares of this Association. One share and no more shall be allotted for each acre of land or fraction thereof.

Section 3. As a condition of continued ownership of said shares of stock and participation in the benefits thereof, each subscriber therefor, or his transferee in pursuance of these articles, shall promptly make application to the proper authorities of the United States for the lands represented by his shares, and shall duly proceed to the perfection thereof, in full compliance with the law applicable thereto, and the rules and regulations established in pursuance thereof, as soon as official announcement shall be made that water for such lands is available from the works constructed, owned or controlled by the United States.

Section 4. Upon the failure of any shareholder to make prompt application for such water right for any land owned by him or to comply promptly and in good faith with the law and the rules and regulations applicable thereto, he shall forfeit to the Association the shares of stock appurtenant to such lands and all rights incident thereto or that could by any means be claimed thereunder; and such person, his heirs and assigns, shall thereafter have no right whatsoever as a member or shareholder of

this Association, as to such shares.

Section 5. Any shares of stock so forfeited shall at once be cancelled and shall not again, under any circumstances, be renewed, revived, or re-issued. Other stock in lieu thereof up to the limit of the total number of shares authorized by these articles may be subscribed for, and issued, subject to all the conditions of these articles and to the approval of the Secretary of the Interior.

Section 6. The ownership of each share of stock of this Association shall carry as incident thereto, a right to have water delivered to such shareholder by the Association for the irrigation of the lands to which such share is appurtenant.

Section 7. The amount of water to be delivered to such owner during any irrigation season shall be that proportionate part of all the water available for distribution by the Association that season, as the number of shares owned by him shall bear to the whole number of valid and subsisting shares then outstanding, such water to be delivered to and upon said lands at such times during such season as he may need for the proper irrigation thereof.

Section 8. By subscribing to the stock of this Association each signer agrees that the right to any water theretofore appropriated by him, or by his predecessors in interest, for the irrigation of the lands described in said subscription, or customarily used thereon, shall become appurtenant to such lands and be and remain incident to the ownership of the shares of stock appurtenant to such lands. There shall be further incident to the ownership of such shares, the right to have such water delivered to the owner thereof by the Association for the irrigation of said lands, as the Association shall from time to time acquire or control means for that purpose; provided that the whole amount of water actually delivered to such lands from all sources shall not exceed the amount necessary for the proper cultivation thereof.

Section 9. The records of the Association and each and every certificate or other evidence of the ownership of the shares of stock of the Association, when issued, shall contain a description of the lands to be irrigated, and to which the aforesaid rights and shares shall be perpetually appurtenant; and thereafter all rights, whatever their source or whatever their manner of acquisition, to the use of water for the irrigation of said lands, shall forever be inseparably appurtenant thereto, together with the said shares of stock, and all rights and interests represented thereby or existing or accruing by reason thereof, unless such rights shall become forfeited under the provisions of these articles of incorporation or of by-laws adopted in pursuance thereof, or by operation of law, or by the voluntary abandonment thereof by deed, grant, or other instrument, or by non-user for the term prescribed by law; but no such abandonment shall be for the benefit of any person designated by such shareholder directly or indirectly, or to his use, nor confer any rights whatsoever upon the holder of any grant, release, waiver, or declaration of abandonment of any kind; provided, however, that if for any reason it should at any time become impracticable to beneficially use water for the irrigation of the land to which the right to the use of the water is appurtenant, the said right may be severed from said land and simultaneously transferred and attached to other lands to which shares of stock in this Association are or shall thereby be made appurtenant, if a request for leave to transfer, showing the necessity therefor, shall have first been allowed by a two-thirds vote of the Board of Governors at a regular meeting and approved by the Secretary of the Interior. All the provisions and agreements of this section shall be set

forth in the aforesaid certificate or other evidence of ownership of shares of stock in this Association; together with any other provisions and agreements made necessary by these articles, and such certificate or other instrument shall be signed, executed, and acknowledged by the President and Secretary of the Association, and by the person to whom it is issued, in the manner required by law for the execution and acknowledgment of deeds for the conveyance of real property, and the Board of Governors shall pass by-laws prescribing the form of such certificate or other instrument, not inconsistent with these articles.

Section 10. Every transfer of the title to any lands to which the said rights and shares are appurtenant, whether by grant, or by operation of law (except where the land may be subjected by grant, or involuntarily under the law, to an easement, the exercise of which does not interfere with the cultivation of the soil by the servient owner) shall operate, whether it be so expressed therein or not, as a transfer to the grantee or successor in title, of all rights to the use of water for the irrigation of said lands; also all rights arising from, or incident to, the ownership of such shares, as well as the shares themselves; and upon presentation to this Association of proof of any such transfer of land, the proper officer shall transfer such shares of stock upon its books to the successor in title to said lands.

Section 11. Any transfer or attempted transfer, of any of the shares of this Association, made or suffered by the owner thereof, unless simultaneously a transfer of the land to which it is appurtenant is made or suffered to or in favor of the same party, shall be of no force or effect for any purpose, and shall confer no rights of any kind whatsoever on the person or the persons to whom such transfer may have been attempted to be made.

Section 12. No payments for the shares of the capital stock of this Association shall be required, except in the manner following:

The shareholder shall, as prescribed in Section 3 of this Article, make application to the proper representative of the United States for a water right, at the rate of one acre for each share. Upon proper proof to the Association that such application has been accepted and that he has complied with all the requirements in relation thereto, such subscriber shall be deemed to have paid on his stock subscription the amount then paid to or for the use of the United States for such right; and when all the payments required for such right shall have been made, and when proper evidence of the perfection of such water right has been issued, his stock shall be deemed and held to have been fully paid up.

Section 13. If it should be determined by the United States that the amount of water available from the entire irrigation system as owned or controlled by it and by the Association shall be insufficient to properly irrigate one acre of land for each share of the capital stock, then no shares in excess thereof shall be issued and the number of shares shall be reduced, by appropriate amendment to these Articles, as not to exceed the number of acres determined by the United States as irrigable from the entire available supply of water.

Section 14. If, when such determination is made, the number of shares subscribed shall be in excess of the number of acres so determined, an allotment of shares shall be made to the subscribers, equal to the number of acres irrigable, giving preference to cultivated land. The surplus of shares so subscribed shall thereupon be cancelled and shall not be re-issued. By-laws shall be adopted to govern such allotment.

Section 15. If the number of shares

Riverside Canal

520, -

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Post Office Box 1609
Amarillo, Texas

U. S. BUREAU OF RECLAMATION			
EL PASO, TEXAS			
RECEIVED			
FEB 3 - 1947			
	NOTE	REPLY	INIT.
ASST. DIR.			
CH. ENG.			
HYDRO.			

JAN 31 1947

Kemp, Smith, Goggin & White,
State National Bank Building,
105 South Oregon Street,
El Paso, Texas.

Gentlemen:

Receipt is acknowledged of your letter dated December 9, 1946 advising that Mr. Moor wishes to obtain a letter from the El Paso County Water Improvement District to the same effect as my letter of December 5, 1946.

We are now advised that at a regular meeting of the Board of Directors of the subject district, held on January 13, 1947, consideration was given the question and the following action is reflected in their minutes:

"Next came for consideration a letter dated December 20, 1946, written by L. R. Flock, Superintendent of the Bureau of Reclamation concerning the taking of right of way through the property of Mr. Lee Moor, necessary to the construction of a portion of the Riverside Canal Extension situated approximately along the former channel of the Rio Grande.

"On motion of Mr. Summers, seconded by Mr. Neely and carried, approval was given the letter written December 5, 1946 by Wesley R. Nelson, Regional Director of the U. S. Bureau of Reclamation to Mr. Lee Moor in which assurance is given that the exercise of the right by the United States to the use of right of way will not prejudice any claim or claims which Mr. Moor may assert with reference to water rights or any other action which he may propose in connection therewith."

Apparently this resolution adopted by the District's Board of Directors is the evidence you desire that the District will assume an attitude identical to that adopted by the Bureau of Reclamation, and reflected in the subject December 5, 1946 letter. If this constitutes adequate compliance with your client's wishes, we will appreciate receiving advice to that effect.

Yours very truly,

BC: Reg. Counsel
Supt., El Paso

Wesley R. Nelson,
Regional Director,
Region 5.

January 21, 1947

Mr. L. R. Flock, Superintendent
U. S. Bureau of Reclamation
El Paso, Texas

Dear Mr. Flock:

At a meeting of the Board of Directors of this organization held on January 13, 1947, consideration was given the subject matter of your letter of December 20, 1946 in which you discuss your endeavors to induce Mr. Lee Moor to acquiesce in your taking of right of way through his property for the construction of the Riverside Canal Extension along the former channel of the Rio Grande.

The action of the board in relation to this matter is as follows; minute quoted:

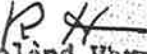
"Next came for consideration a letter dated December 20, 1946, written by L. R. Flock, Superintendent of the Bureau of Reclamation concerning the taking of right of way through the property of Mr. Lee Moor, necessary to the construction of a portion of the Riverside Canal Extension situated approximately along the former channel of the Rio Grande.

"On motion of Mr. Summers, seconded by Mr. Neely and carried, approval was given the letter written December 5, 1946 by Wesley R. Nelson, Regional Director of the U. S. Bureau of Reclamation to Mr. Lee Moor in which assurance is given that the exercise of the right by the United States to the use of right of way will not prejudice any claim or claims which Mr. Moor may assert with reference to water rights or any other action which he may propose in connection therewith".

Will you please advise Mr. Nelson in this matter in order that he may conclude his negotiations with Mr. Moor for the required right of way.

RH-mjb

Very truly yours,


Roland Harwell,
General Manager.

Copy

Riverside Canal Extension 520. -

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Post Office Box 1609
Amarillo, Texas

DEC 27 1946

U S BUREAU OF RECLAMATION			
EL PASO, TEXAS			
RECEIVED			
DEC 30 1946			
	NOTE	REPLY	INIT.
CH. CLK.			
OF. ENG.			
HYDRO.	✓		

Messrs. Kemp, Smith, Coggin & White,
Attorneys,
State National Bank Building,
105 South Oregon Street,
El Paso, Texas.

Gentlemen:

Reference is made to your letter of December 9, 1946, written on behalf of Mr. Lee Moor, in reply to my letter of December 5, 1946 to him, relating to the right-of-way for our Riverside Canal through property owned by Mr. Moor and stating that Mr. Moor wishes to obtain a letter from the El Paso County Water Improvement District No. 1 to the same effect as my letter of December 5, insofar as exercising right to use right-of-way for the Canal would not affect any rights which Mr. Moor might have on his land in the vicinity, nor prejudice any of his claims to water rights on such land.

Mr. L. R. Flock, our Project Superintendent at El Paso, advises that he has discussed the matter with Mr. Roland Harwell, Manager of the El Paso County Water Improvement District No. 1, who advises that while he feels certain the District will provide such a statement in the form of a letter, that he himself has no authority to do so without referring the matter to the District Board of Directors, which Board will hold a regular meeting early in January, 1947.

On the basis of Mr. Harwell's statement, and Mr. Moor's assurance of execution of a formal acquiescence in our exercise of the use of the right-of-way, the Project Superintendent advises that he will proceed with the surveys and plans for the work to be accomplished, as soon thereafter as possible.

Very truly yours,

Wesley R. Nelson,
Regional Director,
Region 5.

BC: Reg.Counsel
Supt., El Paso ✓

File copy

LEE MOOR ISLAND FARM

Right-of-Way For Riverside Canal Extension

The change in the Rio Grande Alignment in July 1938 to the New location along the International Boundary line, Southwest of Fabens, eliminated what had been known as the "Island" formed between the River channel on the North and the International Boundary line on the South. One result of this change was the opportunity to improve Canal facilities serving the Island and the Fabens - Tornillo districts. This could be accomplished by extending the Riverside Canal to Fabens and discontinuing the use of the old River channel as a transmission Canal. Material benefits in saving of water lost through evaporation in the irregular, wide River channel can be made, and irrigation operation improved by having a straight narrow Canal section instead of the irregular, wide River channel.

Location Surveys were made for the Riverside Canal Extension and necessary right-of-way determination and appraisals were made. For a considerable distance the proposed Riverside canal Extension would pass through the North side of the Lee Moor Ranch as shown on "Exhibit "A" attached.

The classification and appraisal of this right-of-way desired to be secured from the Moor Ranch at that time was:

	Acres	Value
Cultivated Land	1.74	\$ 432.50
Pasture	40.30	1,165.40
River Bed	2.65	26.50
Drain	26.53	-----
Improvements		576.44
	<u>71.22</u>	<u>\$2,200.84</u>

Of the items above the area in the drain is not valued as the Bureau proposed to take it over and relieve Mr. Moor of the necessity of keeping it up. Also the value of the improvements of \$576.44 would be taken up by reconstructing farm laterals and ditches by the Bureau at the time of construction. Should Mr. Moor not desire to give the drain, arrangements to that end could very easily be arranged. Without the drain the required right-of-way from Mr. Moor would have been 44.69 acres.

Negotiations were undertaken with Mr. Moor on the basis of his giving a donation deed to the right-of-way; it having been brought to his attention that that portion of his land lying between the old River bed and the new canal, would materially benefit and in addition he would gain more by reclaiming the river bed than he would donate as right-of-way.

affect any rights you may have now to use water in the vicinity of such right of way, nor prejudice any claims you may assert to water rights, or any other actions you may propose in connection with such water rights.

Very truly yours,

Wesley R. Nelson,
Regional Director,
Region 5.

BC: Regional Counsel
Supt., El Paso ✓

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Post Office Box 1609
Amarillo, Texas

December 5, 1946

U S BUREAU OF RECLAMATION			
EL PASO, TEXAS			
RECEIVED			
DEC 6 - 1946			
	NOTE	REPLY	INIT.
CH. CLK.			
OF. ENG.			
HYDRO.			

Confidential

Mr. Lee Moor,
El Paso, Texas.

Dear Mr. Moor:

Please be referred to your letter of August 29, 1946, and Mr. R. F. Cook's letter of November 12, 1946, and to my reply of September 9, 1946, advising that I would make a responsive reply as soon as necessary information could be secured from the Project.

As has been explained to you by our field offices, the purpose of the right of way notice to which you refer is to permit the completion of our Riverside Canal and its extension by the construction of the remaining intervening link, where the water now takes the course of the original River channel, through and in the vicinity of your property. It would be adjacent to, and parallel, the old levee which would in fact, provide one bank of the canal except for a short distance below the old River bridge where the drains would be moved over to the side of the canal and also pass under the bridge. More specific details on the location and plans can be obtained from the Project or field offices.

The acreage shown on the right of way plats and in the deed description is greater than that actually required for the canal alone, due to the fact that it also includes the right of way now occupied by the existing adjacent and parallel intercepting drain. Practically all of the area included in the notice is now occupied by the drain, old levee and borrow pits. At some points it even includes some portions of the former River channel through which water still flows. If the acreage stated seems excessive and it would be more acceptable and agreeable to you, the drain which is now established as to location and its necessity demonstrated by the required drainage which it provides, can be eliminated from the notice.

An exercise of our right to use right of way across your property will materially benefit you as the area to be recovered from the present meandering old River channel will probably be at least as much as or probably more than will be required for the canal on the proposed direct location. Furthermore, drainage should be improved, and your land can be laid out and improved to better advantage, particularly as you own property on each side of the River channel.

As a specific reply to your letter of August 29, 1946, you may be assured that an exercise of our right to the use of the right of way will in no wise

IN WITNESS WHEREOF, I have hereunto subscribed my name, the 12th day of July, 1921.

(SEAL)

Albert B. Fall
Secretary of the Interior

United States of America)
) SS
District of Columbia)

On this 12th day of July, 1921, before me personally appeared Albert B. Fall, Secretary of the Interior, to me known to be the person described in, and who executed the foregoing instrument and agreed that he executed the same as his free act and deed.

Harry G. Clunn,
Notary Public in and for
the District of Columbia

My Commission expires
May 2, 1926

(NOTARIAL SEAL)

Filed for Record July 19, 1921, and Recorded July 22,
1921.

W. D. Greet
County Clerk
By Carolina Nelson,
Deputy

Release
2007
1001 Grant to the Association

ASSENT TO RELEASE OF WATER USERS' ASSOCIATION LIEN

WHEREAS, the lands within the Rio Grande Reclamation Project of the United States in El Paso and Hudspeth Counties in the State of Texas have been organized as an irrigation district under the laws of the State of Texas, known as the El Paso County Water Improvement District No. 1; and

WHEREAS, the liens hereinafter mentioned were heretofore required from time to time by the Secretary of the Interior in the exercise of discretion vested in him by law; and

WHEREAS, a contract, dated January 17, 1920, has been made between the United States of America and the El Paso County Water Improvement District No. 1 and the El Paso Valley Water Users' Association, whereby said District, in Article 8 of the aforesaid Contract, assumed liability for and agreed to pay the United States " the aggregate sum represented by the cost of the irrigation and drainage works heretofore constructed or hereafter to be constructed, for the use and benefit of District lands", and that " Such aggregate sum shall include the District's proportionate share of the cost for the construction of the Elephant Butte reservoir", such total liability, exclusive of penalties, not to exceed in the aggregate the sum of \$4,941,000, payments to be made pursuant to the provisions of the Reclamation Act, July 12, 21, 26877.

NOW, THEREFORE, in consideration of the premises, the United States acting in this behalf by Albert B. Fall, Secretary of the Interior, hereby assents to the release by the El Paso Valley Water Users' Association, an Arizona Corporation, of the lien existing by virtue, of the so-called stock subscriptions and contracts executed by its members and also any trust deeds to said association against lands within the boundaries of said El Paso County Water Improvement District No. 1, in Counties aforesaid to the extent of and in accordance with the Resolution of the Board of Directors of said El Paso Valley Water Users' Association, dated April 15, 1921; Provided, however, that nothing herein contained shall be held to release said District lands from annual assessments made by the District, nor from the lien to secure the payment of four certain assessments heretofore, from time to time, made by the El Paso Valley Water Users' Association to defray the operating expenses of said Association, the last of which was made in the year 1918, the aggregate of said assessments amounting to \$1.25 per acre.

It is to be noted in this table that two items, one of 198.71 acres and one of 134.60 acres have no record in this office of being included in a Stock Subscription. The 198.71 acres may possibly be included in Stock Subscriptions of which we have no record. The other one of 134.60 appears to be definitely an accretion area that lies between different surveys, none of which included the area. Incidentally, it is probable, assuming Stock Subscription records for the 198.71 acres are in existence, that this 134.6 acres is the only area that is not actually included in a Water User Stock Subscription. However, water rights have already been granted to about 39 acres of this accretion area.

It would therefore appear that under Water User Stock Subscriptions Lee Moor Ranch holdings may all be included except the 134.6 acres of accretion land. The office record of these subscriptions and the accretion areas are shown on Exhibit "G" and "D" attached.

A photostat copy of a Water User's Stock Subscription Certificate, No. 562 is enclosed herewith. It is to be noted that Article V defines the rights of the shareholders in the subscription and it is probably these provisions which Mr. Moor uses as a basis for Water Right claims on his suspended area of 378.55 acres (including 1.23 isolated. In addition to the Stock Subscription Certificate, a copy of the "Release" of the lien which was created against every acre of land subscribed in the Stock Subscription is also enclosed. This release was made after the creation of the El Paso County Water Improvement District No. 1, which was organized as an irrigation district by election on May 19, 1917. Copies of contracts beginning with the contract of June 27, 1906 between the United States and the El Paso Valley Water Users Association, and later the El Paso County Water Improvement District No. 1 are no doubt in the files of the Regional Office.

While right-of-way in the early days of the Project, often was secured by resorting to threats of taking water rights reserved under the Stock Subscription contracts, we cannot recall any specific instance where the taking was effected by legal enforcement of the right.

Considerable doubt has in the past been voiced with reference to the validity of the right to take right-of-way under these subscriptions; for this reason hesitancy in so taking right-of-way in this manner has been customary. Another angle which has caused caution in so using the Stock Subscription provisions for obtaining right-of-way is the guarantee of benefits for the shareholders as to water for the lands so subscribed. If this provision is valid it would mean that water rights would have to be given to all lands so subscribed. At the present time water rights as determined by availability of water, have been granted to 67,000 acres in this District, any additional grants will mean in effect, a decrease in water already allocated to the repayment area.

Mr. Moor was willing to donate the right-of-way providing his suspended lands were given water rights. It was his contention that he had submitted all of his lands in Water User Stock subscriptions and that lands owned by him should have received water rights prior to lands in other portions of the El Paso Valley which were brought into the Project long after his lands had been subscribed.

It was pointed out to him that until the River was moved in July, 1938, his suspended lands were subject to flooding from the River or all had high water tables.

The present classification of his Island ranch is shown on Exhibit "A" and in the following tabulations:

	Acres
Total Gross Area	2,526.53
Repayment Water Right Land	1,975.68
Suspended Non-Water Right Land	377.32
Rights-of-way	172.30
Isolated	1.23

It is the 377.32 acres in the above tabulation that Mr. Moor contends should be given a water right before he is willing to donate right-of-way for the Riverside Extension.

In an effort to determine the status of Mr. Moor's Island Ranch with respect to Stock subscriptions, two tabulations (Exhibits "B" and "E") were prepared. These tabulations in detail are attached with this report; in summary the following data is taken from them:

	Acres
Area now owned by Lee Moor included in Water Stock Subscription - of record - area original Survey	2,174.91
Area now owned by Lee Moor- no record in office of Water User Stock Subscription - area original Survey	198.71
Area old River bed gained by accretion as found by County Resurvey, not included in any stock subscription	134.60
Area gained by Mr. Moor by accretion included in stock subscription	48.60
Area lost by Mr. Moor by accretion included in stock subscription	9.00
Area lost to Mr. Moor due to El Paso County Resurvey	21.00
Gross area owned by Mr. Moor	<u>2,526.56</u>

As stated previously the District did in the exchange of land between Mexico and the United States transfer some water rights formerly appurtenant to the lands then in the United States but transferred to the sovereign jurisdiction of Mexico, taken off such transferred lands and made appurtenant to lands formerly a part of Mexico but brought under the jurisdiction of the United States. It is quite possible that when this exchange was made, the District may have advised some of the land owners of the action which it proposed to take, and which it later did take in making such transfer of water rights. However, I am sure that no officer of the government was authorized to make any such promise, particularly in view of a change in the contract status of the District by the adjustment contract entered into in pursuance of the above mentioned act of Congress.

If you wish any further information on this subject, I refer you to Mr. L. R. Fieck, the Superintendent at El Paso, who, I am sure, can answer any questions which may arise in your mind, in an attempted solution of your problems.

Yours very truly,

Wesley R. Nelson,
Regional Director,
Region 5.

EC: Supt., El Paso
Regional Counsel



380-
RIO GRANDE

DIRECTOR	
FINANCE	
LEGAL	
PLANNING	
D. & C.	
O. & M.	
POWER	
INFO.	
SAFETY	
SUPPLY	
Personnel	
C&M Pers	

El Paso, Texas. April 28, 1947

To: Regional Counsel
 From: Superintendent
 Subject: Quit-claim deed - Lee Moor - Riverside Canal Extension -
 Rio Grande Project.

1. For your consideration and approval, there is transmitted herewith quit-claim deed dated March 13, 1947, from Lee Moor covering right of way located in El Paso County, Texas, for Riverside Canal Extension.

2. From the following investigation the grantor in said instrument appears to be the owner of the land:

Deed Records of El Paso County, Texas

3. The holding over which the right of way is granted has no incumbrance against it.

4. This deed is for the purpose of having of record a notes and bounds description of the right of way to be used in connection with Riverside Canal Extension.

L. R. Fiock, Superintendent

Amarillo, Texas APR 30 1947

The quit-claim deed above described is approved as to form and legal sufficiency, and, in my opinion, it is advisable for the United States, without further assurance of title, to accept and record the instrument, and utilize the right of way for the purpose indicated.

SPENCER L BAIRD
 Regional Counsel

El Paso, Texas May 1, 1947

The above described instrument has been accepted and recorded and is transmitted herewith to the Washington Office for filing.

L. R. Fiock
 L. R. Fiock, Superintendent

cc- Commissioner
 - Reg. Dir., Amarillo, Texas

LAW OFFICES OF
KEMP, SMITH, GOGGIN & WHITE
State National Bank Bldg.
El Paso, Texas

March 19, 1947

U. S. Department of the Interior
Bureau of Reclamation
U.S. Court House Bldg.
El Paso, Texas

Dear Sirs:

Attention: Mr. W. F. Resch
Acting Superintendent

We acknowledge receipt of your letter dated March 17, 1947, together with enclosed deed executed by Mr. Lee Moor granting to the United States of America of a right-of-way across his Island Farm.

Mr. Moor advises that he is unable to secure Mrs. Moor's execution of this deed at the present time, and does not care to disturb her with reference to having her sign same.

You will note on the deed that we have added the recitation on the part of Mr. Moor that he is not joined in the execution of the deed by his wife as the property being transferred constitutes no part of his homestead. We know this to be a fact and, under the circumstances we can see no necessity of having Mrs. Moor join in the execution of the deed.

We are returning to you herewith the deed as revised.

Very truly yours,

KEMP, SMITH, GOGGIN & WHITE

JMG/lmb

Encl.

C O P Y/emw

El Paso, Texas. March 17, 1947

Kemp, Smith, Goggin & White
State National Bank Building,
El Paso, Texas.

Attention: Mr. J. M. Goggin

Dear Mr. Goggin:

I am returning herewith a quit-claim deed which Mr. Lee Moor signed March 13, 1947 granting to the United States right of way across his Island farm.

Following my telephone conversation with you relative to the desirability of having Mr. Moor's wife sign this deed, I am returning it herewith with the request that Mrs. Moor also affix her signature; in addition we suggest that the wording in the body of the deed be changed to read, "I, Lee Moor and Beulah E. Moor, wife". We are asking you to make this addition as we cannot properly do so as Mr. Moor's signature is affixed to the deed and any change would have to be with his permission.

We are suggesting that Mrs. Moor's name be affixed to this deed as we feel almost certain that our Legal Department in Amarillo will return the deed should we send it in without Mr. Moor's signature appearing thereon.

Very truly yours,

✍

W. F. Resch
Acting Superintendent

Encl-
Deed

RIO GRANDE ³⁸⁰



El Paso, Texas. March 20, 1947

To: Regional Counsel
From: Acting Superintendent

Subject: Quit-claim Deed - Lee Moor - Riverside Canal Extension
Rio Grande Project.

DIRECTOR	117-21
FINANCE	
LEGAL	
PLANNING	
D. & C.	
O. & M.	
POWER	
INFO.	
SAFETY	
SUPPLY	
Personnel	

1. Enclosed is quit-claim deed executed by Lee Moor on March 13, 1947, conveying to the United States right of way for the Riverside Canal Extension across the Lee Moor Island ranch. This right of way has been the subject of considerable correspondence between the Regional Director and Mr. Moor by his attorneys, Kemp, Smith, Goggin & White; the most recent letter from the Regional Director to Mr. Moor being dated January 31, 1947 addressed to Kemp, Smith, Goggin & White. Also enclosed is a copy of my letter of March 17, 1947 to Kemp, Smith, Goggin & White calling attention to the fact that Mr. Moor had not been joined by Mrs. Moor in executing the deed and their reply of March 19, 1947 advising that they did not consider it necessary that Mrs. Moor's signature be affixed to the deed.

2. In the telephone conversation alluded to in my letter of March 17th, I was advised quite informally by Mr. Goggin that Mrs. Moor was not in very good condition. I assume this must mean that she is physically incapacitated in some manner at this time, to what extent, of course, I do not know. I do know, however, that a warranty deed transmitting property in this area by Mr. Lee Moor is of record and states, in the same manner that the deed to us does, that the property is not a homestead and his wife's signature was not required.

3. Upon return of the deed to this office, assuming it is considered to be of legal sufficiency by you, we will proceed to have it recorded and proper distribution made of the copies.

4. You are, of course, conversant with the difficulties we have had in obtaining the grant of right of way from Mr. Moor, and if it is necessary for legal reasons to insist that Mrs. Moor's signature be affixed, there is a very distinct possibility that Mr. Moor will assume a rather tenacious attitude in refusing to have his wife sign the deed, particularly so if she is physically incapacitated.

Encl
Deed
copy ltr. 3/17/47 & 3/19/47
CC- Reg. Dir., (w/c of ltrs.)

W. F. Resch

51302 MAR 21 '47



RIO GRANDE

380-

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
El Paso, Texas
December 20, 1946

DIRECTOR	
FINANCE	
LEGAL	
PLANNING	
D. & C.	
O. & M.	
POWER	
INFO.	
SAFETY	
SUPPLY	
Personnel	
LOR	
Peris	

Mr. Roland Harwell, Manager
El Paso County Water Improvement District No. 1
El Paso National Bank Building
El Paso, Texas

Dear Mr. Harwell:

As you have been advised through our discussions from time to time, there still remains to be constructed a portion of the Riverside Canal Extension through property owned by Mr. Lee Moor where irrigation water for the lower end of the Project is still carried around the meandering former channel of the Rio Grande prior to the accomplishment of the Rio Grande Rectification Project.

You are also familiar with the complications which arose in endeavoring to get Mr. Moor to acquiesce in right-of-way for completion of this section of the canal, when he endeavored to use it as a trading point to obtain reclassification for water right purposes of his land now classified as "Suspended".

The file indicates that the El Paso County Water Improvement District No. 1 was provided with a copy of letter of June 18, 1946, addressed to the Regional Director by Mr. R. F. Cook as manager for Mr. Moor. To bring you up-to-date in this matter, I am transmitting to you herewith, copies of correspondence between Mr. Moor or his representatives, and the Regional Director.

Mr. Moor states that he is willing to grant the right-of-way for the canal provided that he receives written assurance from the Bureau of Reclamation and the El Paso County Water Improvement District No. 1, that the granting of such right-of-way would be without prejudice to his rights and claims. The Regional Director's letter of December 5, 1946, addressed to Mr. Moor seems to have provided such assurance to his satisfaction from the Bureau of Reclamation, as evidenced by his attorney's letter of December 9, but that he still insists upon a similar statement from the El Paso County Water Improvement District No. 1.

Considering the desirability in the interests of the District, of completing this improvement, it is suggested that you give consideration to the execution and providing of a letter on behalf of the District which may be patterned after the Regional Director's letter of December 5, or stated in such a manner as will satisfy Mr. Moor, that the exercising of the right to use right-of-way for the canal would in no wise affect any rights he may have now to the use of water in the vicinity of such right-of-way, nor prejudice any claims he may assert to water rights or any action he may propose in connection with such water rights. If you will provide this office with such a letter addressed to Mr. Moor, we will use it as a basis for further endeavor to obtain Mr. Moor's formal acquiescence to the use of the right-of-way.

46245 DEC 23 '46



From inquiries being made by Mr. Moor's representatives, he is now desirous of taking advantage of the benefits that would accrue to him by the proposed improvements, and since some of the work should be done during the non-irrigation period, it would be our intention, based upon the assurances we have received from him, to proceed with the survey and planning of the work to be undertaken as soon as possible after obtaining Mr. Moor's formal acquiescence in exercising the use of the right-of-way, if concurred in by the District.

Very truly yours,

L. R. Flock,
Superintendent

Enclosures.

Copy- Letter July 18, 1946, to Mr. Cook, from Reg. Dir.
- " Aug. 29, " , to Reg. Dir. from Mr. Moor
- " Sept. 9, " , to Mr. Moor from Reg. Dir.
- " Nov. 12, " , to Reg. Dir. from Mr. Cook
- " Dec. 5, " , to Mr. Moor, from Reg. Dir.
- " Dec. 9, " , to Reg. Dir. from Kemp,
Smith, Goggin & White.

CC-Regional Director, Amarillo, Texas ✓
-Regional Counsel, " "
(w/o copies of enclosures)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
El Paso, Texas December 16, 1946

To: Regional Director, Amarillo, Texas
From: Acting Superintendent, El Paso, Texas
Subject: Right-of-Way Over Lands in Blocks 56 and 57 - San Elizario Grant,
 El Paso County, Texas - Rio Grande Project.

1. Reference is made to the Regional Director's letter of September 10, 1946 and November 22, 1946, relative to the above subject involving right-of-way negotiations with Lee Moor of Clint, Texas.

2. There is enclosed in duplicate, review and tabular and map data of the land classification status of the Lee Moor ranch. In this report we have shown in detail the status of Lee Moor's holdings according to the land classification records in this office. In addition, we have made a minute search of the records in order to determine how much of the Lee Moor properties were included in the El Paso Valley Water User's stock subscriptions.

3. Our review indicates that all of Lee Moor's present holdings may be said to have been included in these stock subscriptions with exception of the accretion area of 134.6 acres, which evidently was never included in the two original surveys of the area involved having been in River bed at the time of these surveys and as it so happened each of the surveys stopped at the River. There are, in addition, 198.71 acres for which we can find no record of having been included in the stock subscription in this office. However, it is quite possible that this area has been included in stock subscription certificates, even though we have no record in our office file. Assuming that records are in existence for this 198.71 acres, it can then be concluded that the accretion area of 134.6 acres is the only area for which Lee Moor could not claim stock subscription benefits.

4. The enclosed review and report also contains a photostatic copy of a stock subscription certificate, in this case being No. 562, also a copy of the release of the lien against the lands subscribed by the El Paso Valley Water User's Association, copy of this release is being sent as it is probable that your office may not have one in your files.



Duplicate.
Regional Counsel
Enclosures.

W.F. Resch

380.-

YHO/30

RIO GRANDE

Post Office Box 1609
Amarillo, Texas

NOV 22 1946

To: Superintendent, El Paso
From: Regional Director
Subject: Right of way over lands in Blocks 56 and 57 - San Elizario Grant,
El Paso County, Texas - Rio Grande Project.

1. We are enclosing a copy of letter dated November 12, 1946, from Mr. R. F. Cook, Manager of the Lee Moor Ranches, Clint, Texas, on the subject of our letter to you dated September 10, 1946.

2. We have had no reply from you as to the status of lands described in his letters as requested. Will you please draft a letter in response to Mr. Cook's inquiry, and submit the same to me at your earliest convenience.

3. In our letter of September 10, we requested information which we still desire. If this right of way is already conveyed by a valid stock subscription contract, then the government has no authority to purchase such rights of way. If the Lee Moor Ranches propose to give a donation deed, no further consideration need be given the legal effect of the earlier instrument. Before we take any further action in this matter, we would like to be advised of the consideration proposed to be paid for the right of way through these lands, and we should also like to have such pertinent information as may be in your files on possible earlier grants of rights of way available for our use.

*May
Baird*

Wesley R. Nelson

Encl. Copy of 11-12 letter

CC: Reg. Counsel
(w/c encl.)

RIO GRANDE 380-



LEE MOOR RANCH

CLINT, TEXAS
November 12, 1946.

DIRECTOR	
ASST. DIR.	
ADMIN.	
PROGRAMS	
INVEST.	
RECLAM.	
CONSTR.	
EDUCATION	
INSTR.	
INSPECTION	
PERSONNEL	
SUPPLY	
TRAINING	

11-13
11-22 ACTION

Mr. Wesley R. Nelson,
Regional Director,
P.O. Box #1609,
Amarillo, Texas.

Dear Sir:

SLE

With further reference to our letter to you of August 29, 1946 and to your letter of September 9, 1946.

It has now been over two months since you wrote that you would reply to our letter as soon as you had received necessary information from the Project. It seems to me that it is taking quite some time to get the necessary information from the Project. We want to do quite a bit of work on the land involved and this work should be done while the water is OUT. The way we shape this land up depends on the rejection or acceptance of our offer. We would appreciate it very much if you would advise us as soon as possible what you are going to do.

Yours very truly,

R.F. Cook
R.F. Cook, Mgr.

44093 NOV 13 '46

280. -
RIO GRANDE

SLR/30

Post Office Box 1609
Amarillo, Texas

SEP 10 1946
~~SEP 9 1946~~

To: Superintendent, El Paso

From: Regional Director

Subject: Right of way over lands in Blocks 56 and 57 - San Elizario Grant,
El Paso County, Texas - Rio Grande Project.

Enc
1. Enclosed you will please find an exchange of letters between this office and Mr. Lee Moor.

2. Before replying to Mr. Moor's letters, we would like to have some information as to the status of the lands described in his letter with respect to reserved rights of way to the United States. When the Regional Counsel was in El Paso last, he understood that these lands were under a stock subscription contract as a part of which the applicant granted to the United States rights of way for any ditches or canals necessary for the project. If this is the case will you please so advise or supply us with a copy of such contract and any additional information which in your opinion may be of assistance to me in making response to Mr. Moor's letter.

- - -
Wesley R. Nelson

Encl.

CC: Reg. Counsel
(no encl.)

380.-

RIO GRAN

El Paso, Texas
August 29, 1946

Mr. Wesley R. Nelson
Regional Director, Region 5
Bureau of Reclamation
United States Department of Interior
P. O. Box 1609
Amarillo, Texas

Dear Sir:

In connection with your letter dated July 18, 1946, addressed to Mr. R. F. Cook, Manager of the Lee Moor Ranch, Clint, Texas, I wish to advise that I am willing to grant the Department of the Interior a right of way over my lands located in Blocks 56 and 57, San Elizario Grant, El Paso County, Texas, provided that I receive written assurance from the Bureau of Reclamation, by a party that is authorized to bind such Bureau, and also assurance from the El Paso County Water Improvement District that in granting such right of way it will be without prejudice to the riparian rights which my lands at the present time have in the vicinity of such right of way.

Further, I wish to have written assurance, both from the Bureau and the El Paso County Water Improvement District that the granting of such right of way is to be without prejudice to my claims that all of my land located in the vicinity of such right of way have first-class and primary water rights, and to be without prejudice to any action or actions that I may take in order to enforce such water rights.

Yours very truly
/s/ Lee Moor

JMG/bmg

DIRECTOR	
ASST. DIR.	6-9-4
ADMIN.	
PROGRAMS	
FINANCE	
LEGAL	
PLANNING	29-5 X
D. & C.	
O. & M.	
POWER	
INFO.	
SAFETY	
PERSONNEL	
PHOTO	
SUPPLY	
OFF. SERV.	
C. S. P.	PESS.

40033

380. -

AOJ/mw

RIO GRANDE

Post Office Box 1509
Amarillo, Texas

JUL 18 1946

Mr. R. F. Cook, Manager,
Lee Moor Ranch,
Clint, Texas.

Dear Mr. Cook:

I have your letter of June 18 in which you propose to grant the Bureau a right of way over Blocks 56 and 57, San Elisario Grant, El Paso, County, Texas, as the consideration for reclassifying your land and taking it out of its suspended status so as to entitle it to a primary right under the project.

In the early days on the project, before the United States had entered into a formal repayment contract with the El Paso County Water Improvement District, obligating the district by joint obligation of all its lands, to pay the construction charges apportioned to that part of the Rio Grande Project, the Secretary, from time to time, did specify certain lands as coming under the canals then being constructed, as eligible to receive water from the project and thereby obligating such lands in payment of their proportionate part of the project construction costs as well as project maintenance charges.

Bound

In 1937 there was passed by Congress a so-called adjustment act as a part of the appropriation act for the fiscal year, 1938 (Act of August 9, 1937; 50 Stat. 864, 892) and in pursuance of that act, the United States amended its repayment contract with the El Paso County Water Improvement District No. 1, by the terms of which, the district assumed the unpaid balance of construction costs as a general obligation of the district, and since that time the question of what lands of the district were primary water right lands and entitled to a primary water right on the payment of their proportionate share of the project construction costs and what lands were suspended lands or lands entitled to a so-called secondary right, has become a matter for determination by the District.

I am advised that when the boundary between the United States and Mexico was changed to accommodate the river rectification project of the International Boundary Commission, the El Paso District, applied to have water rights appurtenant to lands which were transferred to the jurisdiction of the Republic of Mexico, to lands which were taken from the Republic of Mexico and made a part of the El Paso District.

In your letter you state "When the Rio Grande River was changed to its present location we sold to the government some sixty acres of land in order to enable the change to be made, and were told and led to believe at such time that when the river was changed to its present location we would be able to use the land that was between the old levees and water would be furnished."

As stated previously the District did in the exchange of land between Mexico and the United States transfer some water rights formerly appurtenant to the lands then in the United States but transferred to the sovereign jurisdiction of Mexico, taken off such transferred lands and made appurtenant to lands formerly a part of Mexico but brought under the jurisdiction of the United States. It is quite possible that when this exchange was made, the District may have advised some of the land owners of the action which it proposed to take, and which it later did take in making such transfer of water rights. However, I am sure that no officer of the government was authorized to make any such promise, particularly in view of a change in the contract status of the District by the adjustment contract entered into in pursuance of the above mentioned act of Congress.

If you wish any further information on this subject, I refer you to Mr. L. R. Flock, the Superintendent at El Paso, who, I am sure, can answer any questions which may arise in your mind, in an attempted solution of your problems.

Yours very truly,

Wesley R. Nelson,
Regional Director,
Region 5.

BU: Supt., El Paso
Regional Counsel



LEE MOOR RANCH

CLINT, TEXAS

June 18, 1946.

DIRECTOR	1675
ASST DIR	
ADMIN	
PROGRAMS	
FINANCE	
LEGAL	7-17 X
PLANS	3 7-2
RECORDS	4
TRAINING	
PROPERTY	
PERSONNEL	
PLANT	
SUPPLY	

380-

RIO GRANDE

Mr. Wesley R. Nelson,
Regional Director
Reclamation Department
Amarillo, Texas.

Dear Sir:

The Department of Reclamation at El Paso has asked us for a right of way consisting of some 68½ acres of land in, over and through Blocks 56 and 57, San Elizario Grant, El Paso County, Texas for the purpose of extending the Riverside Canal.

In the area through which this right of way is sought we own some 441 acres of land, more or less, that is classified as suspended land. The greater part of this acreage is land that lay between the levees before the Rio Grande River was changed. Before the river was changed we were unable to farm this land, as the river bed was higher than the land on both sides, with the result that the water table was so high that this land could not be properly farmed, and was classified as suspended land. Since the river was changed and moved to the border between Mexico and Texas, this land can be farmed, and we wish the classification changed so as to secure water.

The land we own lies on both sides of the old river bed for a considerable distance, and we are willing to give the Reclamation Service a deed for the right of way for the proposed Riverside Canal, provided that the first class water rights on our adjoining land, consisting, as stated above, of some 441 acres, are recognized.

We submit that this land has first class water rights due to its location. It was originally signed up for such rights with the Reclamation Bureau, and lies within the boundaries of El Paso County Water Improvement District Number One. In view of the change made in the location of the river and the proposed abandonment of the old river bed as a canal this land can be properly farmed.

We have discussed this matter with the Bureau of Reclamation at El Paso, as well as with the El Paso County Water Improvement District Number One, but have been unable to obtain any assurance that the classification on this land as "suspended" will be changed. In our discussion of this matter with the Bureau of Reclamation at El Paso we were informed that this land was classified as suspended land at the time that the El Paso County Water Improvement District Number One was formed,

JUN 24 '46 33446

X. Ref. 740. Rio Grande

LEE MOOR RANCH

CLINT, TEXAS

Mr. Wesley H. Nelson
Page #2-June 18, 1948.

and that the water rights of this land were not suspended due to any request being made therefor by the owners. We were not shown the records on this, and if we are misinformed we would appreciate being advised.

When the Rio Grande River, was changed to its present location we sold to the Government some sixty acres of land in order to enable the change to be made, and were told and led to believe at such time that when the river was changed to its present location we would be able to use the land that was between the old levees and water would be furnished.

We are writing this letter in an effort to secure the water rights of this land without the necessity of suit, in view of which we are sending a copy of this letter to the El Paso County Water Improvement District Number One, as well as to the Bureau of Reclamation at El Paso for their information.

Yours very truly,


E.F. Cook, Mgr.

UNITED STATES

U S BUREAU OF RECLAMATION
EL PASO, TEXAS

El Paso, Texas

May 8, 1947

Kemp, Smith, Brown, Goggin & White,
Attorneys
State National Bank Building
105 S. Oregon Street
El Paso, Texas

Attention Mr. J. M. Goggin

Dear Mr. Goggin:

Reference is made to your letter of May 5, 1947 advising that Mr. Lee Moor who recently signed a quit claim deed to the United States granting right-of-way through his island properties for the construction of the Riverside Extension Canal, does not wish to have borrow pits used in this construction.

Our plans do not contemplate or reveal the necessity of construction requiring excavation from borrow pits.

Very truly yours,

L. R. Flock,
Superintendent

MADIGA

UNITED STATES
DEPARTMENT OF THE INTERIOR

U S BUREAU OF RECLAMATION
EL PASO, TEXAS
RECEIVED

LAW OFFICES OF
KEMP, SMITH, BROWN, GOGGIN & WHITE
 STATE NATIONAL BANK BUILDING
 105 S. OREGON STREET
 EL PASO, TEXAS

MAURY KEMP
 EUGENE R. SMITH
 VOLNEY M. BROWN
 JAMES M. GOGGIN
 WYNDHAM KEMP WHITE

5 May 1947

U S BUREAU OF RECLAMATION			
EL PASO, TEXAS			
RECEIVED			
MAY 6 - 1947			
	NOTE	REPLY	INIT.
CH. CLK.			
OF. ENG.			
HYDRO.			

Bureau of Reclamation,
 Department of the Interior,
 United States Court House,
 El Paso, Texas.

Attention - Mr. L. R. Fiock,
 Superintendent:

Dear Sirs:

In reference to the right-of-way which Mr. Lee Moor recently quitclaimed to the United States of America, which right-of-way passes through what is known as Tract 3-B, Block 39; Tract 1, Block 57; Tract 1-A, Block 56; Tract 2, Block 56, and Tract 9, Block 55, of the San Elizario Grant, El Paso County, Texas, for the purpose of constructing an extension of the Riverside Canal, Mr. Moor wishes it understood that in the construction of such canal extension there are to be no borrow pits.

In the construction of such Riverside Canal extension, it is not essential or necessary that borrow pits be made, and ~~if the same are made they will be a distinct detriment to~~

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF RECLAMATION

523 Amarillo Building
 Amarillo, Texas
 March 25, 1947

U S BUREAU OF RECLAMATION			
EL PASO, TEXAS			
RECEIVED			
MAR 27 1947			
	NOTE	REPLY	INIT.
CH. CLK.			
OF. ENG.			
HYDRO.			

Mrs. Wees: Prepare for Reading

To: Superintendent, El Paso
 From: Regional Counsel
 Subject: Quit-Claim Deed - Lee Moor - Riverside Canal Extension - Rio Grande Project.

1. Reference is made to your letter dated March 20, 1947, subject above, with enclosed executed quit claim deed by Lee Moor dated March 13, 1947, conveying right of way for the reference canal extension.

2. This deed is approved as to legal form and sufficiency and is returned herewith. Under Texas law it is not necessary that the wife join in the execution of the deed provided the property involved is not homestead

El Paso, Texas. April 28, 1947

To: Regional Counsel
From: Superintendent
Subject: Quit-claim deed - Lee Moor - Riverside Canal Extension-
Rio Grande Project.

1. For your consideration and approval, there is transmitted herewith quit-claim deed dated March 13, 1947, from Lee Moor covering right of way located in El Paso County, Texas, for Riverside Canal Extension.

2. From the following investigation the grantor in said instrument appears to be the owner of the land:

Deed Records of El Paso County, Texas

3. The holding over which the right of way is granted has no incumbrance against it.

4. This deed is for the purpose of having of record a metes and bounds description of the right of way to be used in connection with Riverside Canal Extension.

L. R. Flock, Superintendent

Amarillo, Texas April 30, 1947

The quit-claim deed above described is approved as to form and legal sufficiency, and, in my opinion, it is advisable for the United States, without further assurance of title, to accept and record the instrument, and utilize the right of way for the purpose indicated.

Spencer L. Baird

Regional Counsel

El Paso, Texas May 1, 1947

The above described instrument has been accepted and recorded and is transmitted herewith to the Washington Office for filing.

L. R. Flock

L. R. Flock, Superintendent

cc- Commissioner
- Reg. Dir., Amarillo, Texas

Reg. Counsel kept his copy at time of approval of this letter.

El Paso, Texas. March 20, 1947

To: Regional Counsel

From: Acting Superintendent

Subject: Quit-claim Deed - Lee Moor - Riverside Canal Extension -
Rio Grande Project.

1. Enclosed is quit-claim deed executed by Lee Moor on March 13, 1947, conveying to the United States right of way for the Riverside Canal Extension across the Lee Moor Island ranch. This right of way has been the subject of considerable correspondence between the Regional Director and Mr. Moor by his attorneys, Kemp, Smith, Goggin & White; the most recent letter from the Regional Director to Mr. Moor being dated January 31, 1947 addressed to Kemp, Smith, Goggin & White. Also enclosed is a copy of my letter of March 17, 1947 to Kemp, Smith, Goggin & White calling attention to the fact that Mr. Moor had not been joined by Mrs. Moor in executing the deed and their reply of March 19, 1947 advising that they did not consider it necessary that Mrs. Moor's signature be affixed to the deed.

2. In the telephone conversation alluded to in my letter of March 17th, I was advised quite informally by Mr. Goggin that Mrs. Moor was not in very good condition. I assume this must mean that she is physically incapacitated in some manner at this time, to what extent, of course, I do not know. I do know, however, that a warranty deed transmitting property in this area by Mr. Lee Moor is of record and states, in the same manner that the deed to us does, that the property is not a homestead and his wife's signature was not required.

3. Upon return of the deed to this office, assuming it is considered to be of legal sufficiency by you, we will proceed to have it recorded and proper distribution made of the copies.

4. You are, of course, conversant with the difficulties we have had in obtaining the grant of right of way from Mr. Moor, and if it is necessary for legal reasons to insist that Mrs. Moor's signature be affixed, there is a very distinct possibility that Mr. Moor will assume a rather tenacious attitude in refusing to have his wife sign the deed, particularly so if she is physically incapacitated.

- - - -

Encl
 Deed
 oPY ltr. 3/17/47 & 3/19/47
 CC- Reg. Dir., (w/c of ltr.)

W. F. Resch

LAW OFFICES OF
KEMP, SMITH, GOGGIN & WHITE
STATE NATIONAL BANK BUILDING
EL PASO, TEXAS

MAURY KEMP
EUGENE R. SMITH
JAMES M. GOGGIN
WYNDHAM KEMP WHITE
TOM R. FILES

U S BUREAU OF RECLAMATION			
EL PASO, TEXAS			
RECEIVED			
MAR 2 0 1947			
	NOTE	REPLY	INIT.
CH. CLK.			
OF. ENG.			
HYDRO.			

March 19, 1947

U. S. Department of the Interior
Bureau of Reclamation
U. S. Court House Building
El Paso, Texas

Dear Sirs: ATTENTION MR. W. F. RESCH
 ACTING SUPERINTENDENT

We acknowledge receipt of your letter dated March 17, 1947, together with enclosed deed executed by Mr. Lee Moor granting to the United States of America of a right-of-way across his Island Farm.

Mr. Moor advises that he is unable to secure Mrs. Moor's execution of this deed at the present time, and does not care to disturb her with reference to having her sign same.

You will note on the deed that we have added the recitation on the part of Mr. Moor that he is not joined in the execution of the deed by his wife as the property being transferred constitutes no part of his homestead. We know this to be a fact and, under the circumstances we can see no necessity of having Mrs. Moor join in the execution of the deed.

We are returning to you herewith the deed as revised.

Very truly yours,

Kemp, Smith, Goggin & White

JMG/lmb

Encl.

El Paso, Texas. March 17, 1947

Kemp, Smith, Goggin & White,
State National Bank Building,
El Paso, Texas.

Attention: Mr. J. M. Goggin

Dear Mr. Goggin:

I am returning herewith a quit-claim deed which Mr. Lee Moor signed March 13, 1947 granting to the United States right of way across his Island farm.

Following my telephone conversation with you relative to the desirability of having Mr. Moor's wife sign this deed, I am returning it herewith with the request that Mrs. Moor also affix her signature; in addition we suggest that the wording in the body of the deed be changed to read, "I, Lee Moor and Beulah E. Moor, wife". We are asking you to make this addition as we cannot properly do so as Mr. Moor's signature is affixed to the deed and any change would have to be with his permission.

We are suggesting that Mrs. Moor's name be affixed to this deed as we feel almost certain that our Legal Department in Amarillo will return the deed should we send it in without Mrs. Moor's signature appearing thereon.

Very truly yours,

W. F. Resch
Acting Superintendent

Encl-
Deed

Riverside Canal

220, -
WFR/esm

El Paso, Texas

March 13, 1947

Kemp, Smith, Goggin & White
State National Bank Building
El Paso, Texas

Att: Mr. J. M. Goggin

Dear Mr. Goggin:

In response to your request for a map showing the Lee Moor properties, I am enclosing a photostat of our "Cuadrilla - Upper Island Area" map on which is outlined the Lee Moor and Lee Moor Contracting Company properties; and the right-of-way required for the Riverside Canal Extension.

Very truly yours,

L. R. Flock,
Superintendent

Encl:

1791
(2)

TRACT #3 - Beginning at a point on the Southeast line Tract two (2) Block fifty-six (56) of the resurvey of the Island San Elizario Grant; said line being also the line between surveys 20 and 21 of the Island San Elizario Grant according to the Atwood & DeShazo survey, from said point of beginning the Southwest corner of Tract two (2) Block fifty-six (56) of the resurvey of the Island San Elizario Grant bears South fifty-two degrees (52°) forty-six minutes (46') West four thousand six hundred one and five tenths (4601.5) feet; thence North fifty-two degrees (52°) forty-six minutes (46') East along the line between surveys 20 and 21 one hundred ninety-six and four tenths (196.4) feet; thence South forty-four degrees (44°) one minute (01') East five thousand seven hundred forty-five and two tenths (5745.2) feet; to a point on the line between surveys 33 and 38 of the Island San Elizario Grant; thence North fifty-two degrees (52°) forty-six minutes (46') East one hundred eighty and no tenths (180.0) feet to point of intersection of the center line of what formerly constituted the bed of the Rio Grande as the same existed prior to the artificial rectification thereof and thence along center line of the said former river bed South forty-seven degrees (47°) thirteen minutes (13') East two hundred twenty-nine and five tenths (229.5) feet; thence South fifty-two degrees (52°) twelve minutes (12') East two hundred forty-eight and one tenth (248.1) feet; South forty-six degrees (46°) thirty-six minutes (36') East fifty-eight and one tenth (58.1) feet to a point where said center line intersects the extension of the dividing line as extended between Tracts eight (8) and nine (9) Block fifty-five (55) of said official resurvey of the Island San Elizario Grant; thence South fifty-two degrees (52°) forty-six minutes (46') West three hundred fifty-one and nine tenths (351.9) feet to a point from which the southwest corner Tract nine (9) Block fifty-five (55) resurvey of the Island San Elizario Grant bears South fifty-two degrees (52°) forty-six minutes (46') West four thousand four hundred ninety-two and nine tenths (4492.9) feet; thence North forty-four degrees (44°) one minute (01') West five hundred twenty-six and seven tenths (526.7) feet; thence South fifty-two degrees (52°) forty-six minutes (46') West seventy-five and six tenths (75.6) feet; thence North forty-four degrees (44°) one minute (01') West five thousand seven hundred forty-five and two tenths (5745.2) feet to point of beginning, said tract of land containing twenty-nine and sixty hundredths (29.60) acres, more or less, all as shown on plat attached hereto and made a part hereof.

55 a

Riverside Canal Est.

L.R.F. 520. -

El Paso, Texas

March 11, 1947

Kemp, Smith, Goggin & White, Attorneys
State National Bank Building
El Paso, Texas

Attention: Mr. J. M. Goggin

Dear Mr. Goggin:

I am transmitting herewith a revised deed with plat attachments for the right-of-way which we wish to obtain from Mr. Lee Moor for construction of the Riverside Canal extension in that area.

This is the revised deed which I recently conversed with you on the telephone relative to; the principal change in this deed, and as you will be able to visualize on Plat No. 1, is a slight change in the extreme lower left hand corner of the plat. In addition, the plat is now confined to two sheets instead of the three attached to the deed which you have in your possession.

After you have satisfied yourself as to the comparative nature of the two deeds, I would very much appreciate if you would return the original deed and plats to me and accept, in substitution therefor, enclosed deed and plat attachments.

Please note that on this draft of deed we have not indicated the name of the donor. This is due to our not knowing exactly whether the property is owned solely by Mr. Lee Moor or whether it is in the hands of a corporation. Will you kindly insert the name of the proper owner at the time the deed is executed?

Very truly yours,

L. R. Flock
Superintendent

Encl-(deed with plat attachments)

El Paso, Texas. January 23, 1947

To: Regional Director, Amarillo, Texas.
From: Superintendent, El Paso, Texas.
Subject: Right of Way over Lands in Block 56 and 57 - San Elizario Grant - El Paso County, Texas - Rio Grande Project.

1. Reference is made to your letter of December 12, 1946 and office letter of December 18, 1946, above subject; also office letter of December 20, 1946 addressed to Mr. Roland Harwell, Manager, El Paso County Water Improvement District No. 1.

2. There is transmitted herewith original and copy of letter dated January 21, 1947 from Mr. Harwell quoting a portion of the minutes of the meeting of the Board of Directors of the El Paso County Water Improvement District No. 1, held January 13, 1947 indicating action taken by the Board in approving your letter of December 5, 1946 addressed to Mr. Lee Moor.

3. Since Mr. Moor has desired a statement from some one higher in administrative authority than this office and you have written to him under date of December 5, 1946 and to his Attorneys under date of December 27, 1946 in reply to their letter of December 9th, we believe that you should advise Mr. Moor of the District's action. If Mr. Moor and his Attorneys are not satisfied with this procedure they could confirm the action of the Board by examining the minutes of the Board's meeting, or Mr. Harwell will furnish a certified copy of that portion of the minutes referring to the subject matter. If, however, they insist on a direct communication from the District, I presume it can be, and will have to be, obtained.

- - - -

L. R. Flock

Encl-
Orig. and copy. ltr. 1-21-1947
CC- Reg. Counsel (w/c of encl.)

El Paso, Texas

December 20, 1946

Mr. Roland Harwell, Manager
El Paso County Water Improvement District No. 1
El Paso National Bank Building
El Paso, Texas

Dear Mr. Harwell:

As you have been advised through our discussions from time to time, there still remains to be constructed a portion of the Riverside Canal Extension through property owned by Mr. Lee Moor, where irrigation water for the lower end of the Project is still carried around the meandering former channel of the Rio Grande prior to the accomplishment of the Rio Grande Rectification Project.

You are also familiar with the complications which arose in endeavoring to get Mr. Moor to acquiesce in right-of-way for completion of this section of the canal, when he endeavored to use it as a trading point to obtain reclassification for water right purposes of his land now classified as "Suspended".

The file indicates that the El Paso County Water Improvement District No. 1 was provided with a copy of letter of June 13, 1946, addressed to the Regional Director by Mr. R. F. Cook as manager for Mr. Moor. To bring you up-to-date in this matter, I am transmitting to you herewith, copies of correspondence between Mr. Moor or his representatives, and the Regional Director.

Mr. Moor states that he is willing to grant the right-of-way for the canal provided that he receives written assurance from the Bureau of Reclamation and the El Paso County Water Improvement District No. 1, that the granting of such right-of-way would be without prejudice to his rights and claims. The Regional Director's letter of December 5, 1946, addressed to Mr. Moor seems to have provided such assurance to his satisfaction from the Bureau of Reclamation, as evidenced by his attorney's letter of December 9, but that he still insists upon a similar statement from the El Paso County Water Improvement District No. 1.

Considering the desirability in the interests of the District, of completing this improvement, it is suggested that you give consideration to the execution and providing of a letter on behalf of the District which may be patterned after the Regional Director's letter of December 5, or stated in such a manner as will satisfy Mr. Moor, that the exercising of the right to use right-of-way for the canal would in no wise affect any rights he may have now to the use of water in the vicinity of such right-of-way, nor prejudice any claims he may assert to water rights or any action he may propose in connection with such water rights. If you will provide this office with such a letter addressed to Mr. Moor, we will use it as a basis for further endeavor to obtain Mr. Moor's formal acquiescence in the use of the right-of-way.

From inquiries being made by Mr. Moor's representatives, he is now desirous of taking advantage of the benefits that would accrue to him by the proposed improvements, and since some of the work should be done during the non-irrigation period, it would be our intention, based upon the assurances we have received from him, to proceed with the survey and planning of the work to be undertaken as soon as possible after obtaining Mr. Moor's formal acquiescence in exercising the use of the right-of-way, if concurred in by the District.

Very truly yours,

L. R. Flock,
Superintendent

Enclosures.

Copy- Letter July 18, 1946, to Mr. Cook, from Reg. Dir.
- " Aug. 29, " , to Reg. Dir. from Mr. Moor
- " Sept. 9, " , to Mr. Moor from Reg. Dir.
- " Nov. 12, " , to Reg. Dir. from Mr. Cook
- " Dec. 5, " , to Mr. Moor, from Reg. Dir.
- " Dec. 9, " , to Reg. Dir. from Kemp,
Smith, Goggin & White.

CC-Regional Director, Amarillo, Texas
-Regional Counsel, " "
(w/o copies of enclosures)

Riverside Canal

El Paso, Texas

December 18, 1946

To: The Regional Director, Amarillo, Texas

From: Superintendent, El Paso, Texas

Subject: Right of Way over Lands in Blocks 56 and 57 - San Elizario Grant, El Paso County, Texas - Rio Grande Project.

1. Reference is made to your letter of December 12, above subject, transmitting a copy of letter from Law Offices of Kemp, Smith, Goggin & White, attorneys for Mr. Lee Moor, in response to your letter of December 5, addressed to him.

2. I have just discussed with Mr. Harwell, Manager, El Paso County Water Improvement District No. 1, the matter of the District concurring in your reply to Mr. Moor of December 5, by letter patterned after yours. Mr. Harwell assures me that it is his belief that the District will take such action but that he has no authority to do so without referring the matter to the Board of Directors which will hold a meeting early in January. In the meantime, we are providing Mr. Harwell with copies of pertinent correspondence which will bring him up to date on the subject matter and requesting a letter from the District which will provide Mr. Moor with the assurances set forth in the last paragraph of your letter of December 5, to him.

3. Inquiries from Mr. Moor's Superintendent indicate that he is anxious to proceed with the land levelling and improvement which our proposed construction will make possible and therefore, with the assurances provided by Mr. Moor and through his attorneys and by Mr. Harwell, we will proceed with surveys and preparatory planning of the work so that it can proceed upon the formal granting of the right-of-way by Mr. Moor.

4. Attached hereto is the suggested draft of letter for immediate reply to letter from Mr. Moor's attorneys, of December 9.

- - - - -

Enclosure
(Draft)
CC-Regional Counsel (w/c of encl.)

L. R. Flock

El Paso Draft
Dec. 18, 1946

Messrs. Kemp, Smith, Goggin & White
Attorneys
State National Bank Building
105 South Oregon Street
El Paso, Texas

Gentlemen:

Reference is made to your letter of December 9, 1946, written on behalf of Mr. Lee Moor, in reply to my letter of December 5, 1946 to him, relating to the right-of-way for our Riverside Canal through property owned by Mr. Moor and stating that Mr. Moor wishes to obtain a letter from the El Paso County Water Improvement District No. 1 to the same effect as my letter of December 5, insofar as exercising right to use right-of-way for the Canal would not affect any rights which Mr. Moor might have on his land in the vicinity, nor prejudice any of his claims to water rights on such land.

The Project Superintendent at El Paso advises that he has discussed the matter with Mr. Roland Harwell, Manager of the El Paso County Water Improvement District No. 1, with the view of having the District provide such a letter. Mr. Harwell advises that while he feels certain that the District will provide such a statement, in the form of a letter, that he himself had no authority to do so without referring the matter to the District Board of Directors, a meeting of which will be held early in January, 1947.

On the basis of Mr. Harwell's statement, and Mr. Moor's assurance of formal acquiescence in exercising the use of the right-of-way, the Project Superintendent advises that he will proceed with the surveys and planning for the work to be accomplished as soon thereafter as possible.

Very truly yours,

Regional Director
Region 5

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Post Office Box 1609
Amarillo, Texas

December 12, 1946

U S BUREAU OF RECLAMATION			
EL PASO, TEXAS			
RECEIVED			
DEC 16 1946			
	NOTE	REPLY	INIT.
CH. CLK.			
OF. ENG.			
HYDRO.			

DEC 13 1946

To: Superintendent, El Paso
From: Regional Director
Subject: Right of Way over lands in Block 56 and 57 - San Elizario Grant,
El Paso County, Texas - Rio Grande Project.

1. I am enclosing a copy of letter dated December 9, 1946 received by the Regional Director from the firm of attorneys representing Mr. Lee Moor of El Paso, in which is requested a letter from the El Paso Water Improvement District substantially similar to our letter of December 5, 1946.

2. While we are in no position to demand such an instrument, Mr. Harwell may agree with us that the statement will be desirable to interests of the District, in which event we suggest that he execute a letter patterned after ours, which should be delivered to you for forwarding to this office.

- - -

Encl.

CC: Regional Counsel
(w/c encl.)

Wesley R. Nelson

C
O
P
Y

Law Offices of
KEMP, SMITH, GOGGIN & WHITE
State National Bank Building
105 S. Oregon Street
EL PASO, TEXAS

December 9, 1946

Mr. Wesley R. Nelson,
Regional Director, Region 5,
Post Office Box 1607,
Amarillo, Texas.

Dear Sir:

On behalf of Mr. Lee Moor, of El Paso, Texas, we wish to acknowledge his receipt of your letter dated December 5, 1946, wherein you state that the Bureau of Reclamation in exercising the right to use the right of way proposed to be conveyed to the United States Government by Mr. Lee Moor shall not in any way affect any rights Mr. Moor may have to use water on his lands in the vicinity of such right of way, nor prejudice any of his claims to water rights on such land.

As a further predicate for granting such right of way, Mr. Moor wishes to obtain a letter from the El Paso County Water Improvement District to the same effect as your letter of December 5, 1946.

Yours very truly

(SGD.) Kemp, Smith, Goggin & White

JMG/bmg

Riverside Canal Extension

520.-

El Paso, Texas

December 16, 1946

To: Regional Director, Amarillo, Texas
From: Acting Superintendent, El Paso, Texas
Subject: Right-of-Way Over Lands in Blocks 56 and 57 - San Elizarlo Grant, El Paso County, Texas - Rio Grande Project.

1. Reference is made to the Regional Director's letter of September 10, 1946 and November 22, 1946, relative to the above subject involving right-of-way negotiations with Lee Moor of Clint, Texas.

2. There is enclosed in duplicate, review and tabular and map data of the land classification status of the Lee Moor ranch. In this report we have shown in detail the status of Lee Moor's holdings according to the land classification records in this office. In addition, we have made a minute search of the records in order to determine how much of the Lee Moor properties were included in the El Paso Valley Water User's stock subscriptions.

3. Our review indicates that all of Lee Moor's present holdings may be said to have been included in these stock subscriptions with exception of the accretion area of 134.6 acres, which evidently was never included in the two original surveys of the area involved having been in River bed at the time of these surveys and as it so happened each of the surveys stopped at the River. There are, in addition, 198.71 acres for which we can find no record of having been included in the stock subscription in this office. However, it is quite possible that this area has been included in stock subscription certificates, even though we have no record in our office file. Assuming that records are in existence for this 198.71 acres, it can then be concluded that the accretion area of 134.6 acres is the only area for which Lee Moor could not claim stock subscription benefits.

4. The enclosed review and report also contains a photostatic copy of a stock subscription certificate, in this case being No. 562, also a copy of the release of the lien against the lands subscribed by the El Paso Valley Water User's Association, copy of this release is being sent as it is probable that your office may not have one in your files.

In Duplicate.
CC-Regional Counsel

W.F. Rasch

Enclosures.

El Paso, Texas.

November 29, 1946.

To: Regional Director, Amarillo, Texas
From: Superintendent
Subject: Right of Way over lands in Block 56 and 57 - San Elisario Grant, El Paso County, Texas - Rio Grande Project.

1. Reference is made to the Regional Director's letters of September 10, and November 22, 1946, relative to the above subject.

2. Earlier reply has been delayed during a search of old El Paso Valley Water User Association records and pending preparation of a report on the status of Mr. Moor's land holdings with respect to the original Water User's Association Stock Subscription Contracts and subsequent land classification and assessment for construction repayment charges after the Association was succeeded by the El Paso County Water Improvement District No. 1. The investigation is complicated by the fact that Mr. Moor's property is made up of several small tracts which he acquired from individual owners and consolidated into his present large holding some of which is in the so-called "suspended" status and not acquiring a project water right by being assessed for repayment of construction charges.

3. An endeavor to obtain right-of-way from Mr. Moor for completion of the Riverside Canal became involved when he endeavored to use it as a trading point to have his suspended land classified for Project water right which he now desires as the land is no longer subject to flood overflow since the completion of the Boundary Commission's Rio Grande Rectification Project. Upon being informed that because the Project water right area has reached an agreed safe maximum there is no authority to increase it, Mr. Moor has taken appeal to higher authority and threatens suit to obtain water rights for the remainder of his land now in the suspended status; and of course, he has declined granting the right-of-way requested.

4. Now because of the benefits to accrue to Mr. Moor by the proposed canal construction and his being anxious to take advantage of them, there seems to be an inclination to deal with the two problems separately if, as he has stated, someone in authority will advise him that granting of the right-of-way will not affect or jeopardize his rights or claim for water right on his suspended land.

5. We have given thought and consideration from time to time of giving Mr. Moor notice of taking of the right-of-way under the provisions

of the old Water Users Stock Subscription Contracts. But, first of all, although we have many times used the right-of-way provision in the old contracts as a threat when dealing with obstinate property owners for right-of-way and we believe in some cases even sent out letters of such taling, we have never felt secure in a stand on it if there should be a contest, especially when considering that the Water User Association form of organization was superseded by the Irrigation District form of organization. This feeling was based pretty much on asserted opinions of District Counsel.

6. Secondly, it is very doubtful if, in the present instance, any endeavor should be made to dignify, or to assert any claim under the old Water User's Association Contracts. Mr. Moor has indicated that his chief ground for claiming Project water right might be that the land was signed up under the original Water User's Stock Subscription Contracts. If their validity is recognized in one instance or for one purpose, it would, or should be for others.

7. There is transmitted herewith a draft of a proposed letter to Mr. Moor which if concurred in by you, might be used to indicate the points to be covered in a reply to him. If such a letter is sent to him, it could be followed up with an endeavor to obtain the right-of-way. If that is not successful, then there is the alternative of condemnation. There has been some intimation that Mr. Moor would welcome such a procedure as a means of not having to make any commitments himself, but in that case we would have to pay the appraised value which we believe might be quite high with current prices and the appraisers would hold strictly to the land being taken without considering the incidental benefits. Funds are not available to pay any appreciable amount for the right-of-way.

8. If the acquisition of the right-of-way can be handled independent of the question of water rights for the suspended land, then later report can be made on the status of those lands and his holdings in general especially if and when he should press that matter further and in dealing with that subject.

- - -

In Duplicate.
CC-Regional Counsel
Encl: Draft

L. R. Flock

Mr. Lee Moor
El Paso, Texas

Dear Mr. Moor:

Please be referred to your letter of August 29, 1946, and Mr. R. F. Cook's letter of November 12, 1946, and to my reply of advising that I would make a responsive reply as soon as necessary information could be secured from the Project.

As has probably been explained to you by our field offices, the purpose of the right-of-way request to which you refer is to permit the completion of our Riverside Canal and its extension by the construction of the remaining intervening link, where the water now takes the course of the original River channel through and in the vicinity of your property. It would be adjacent to, and parallel, the old levee which would in fact, provide one bank of the canal except for a short distance below the old River bridge where the drains would be moved over to the side of the canal and also pass under the bridge. Details of the location and plans can be obtained from the Project or field offices.

The acreage shown on the right-of-way plats and in the deed description is greater than that actually required for the canal alone, due to the fact that it also includes the right-of-way now occupied by the existing adjacent and parallel intercepting drain. Practically all of the area included in the request is now occupied by the drain, old levee and borrow pits. At some points it even includes some portions of the former River channel through which water still flows. If the acreage stated seems excessive and it would be more acceptable and agreeable to you, the drain which is now established as to location and its necessity demonstrated by the required drainage which it provides, can be eliminated from the request.

The request was presented to you on the basis of a donation with the thought that in consideration of offsetting benefits to accrue to you by the proposed improvement you might view it in that light. It is believed that you can and will benefit materially from the proposed work. The area to be recovered from the present meandering old River channel, may be as much or more than that which would be required for the canal on a direct location. Drainage conditions should be vastly improved. Your land could be laid out and improved to better advantage particularly since you own land on both sides of the old River channel.

Any rights or claims which you might have relating to the use of water on adjoining land or any other land could not in any way be affected by the granting of the right-of-way request and permitting the canal construction to proceed. Such action by you would not be construed as jeopardizing those rights or claims, nor can it be considered as a basis for compromise regarding such rights and claims.

Very truly yours,

Wesley R. Nelson
Regional Director
Region 5

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Post Office Box 1609
Amarillo, Texas

NOV 22 1946


U S BUREAU OF RECLAMATION			
EL PASO, TEXAS			
RECEIVED			
NOV 25 1946			
	NOTE	REPLY	IS.
CH. CLK.			
OF. ENG.			
HYDRO.			

To: Superintendent, El Paso
From: Regional Director
Subject: Right of way over lands in Blocks 56 and 57 - San Elizario Grant, El Paso County, Texas - Rio Grande Project.

1. We are enclosing a copy of letter dated November 12, 1946, from Mr. R. F. Cook, Manager of the Lee Moor Ranches, Clint, Texas, on the subject of our letter to you dated September 10, 1946.

2. We have had no reply from you as to the status of lands described in his letters as requested. Will you please draft a letter in response to Mr. Cook's inquiry, and submit the same to me at your earliest convenience.

3. In our letter of September 10, we requested information which we still desire. If this right of way is already conveyed by a valid stock subscription contract, then the government has no authority to purchase such rights of way. If the Lee Moor Ranches propose to give a donation deed, no further consideration need be given the legal effect of the earlier instrument. Before we take any further action in this matter, we would like to be advised of the consideration proposed to be paid for the right of way through these lands, and we should also like to have such pertinent information as may be in your files on possible earlier grants of rights of way available for our use.

- - -

Wesley R. Nelson

Encl. Copy of 11-12 letter

CC: Reg. Counsel
(w/c encl.)

LEE MOOR RANCH
Clint, Texas

November 12, 1946

Mr. Wesley R. Nelson,
Regional Director,
P.O. Box 1609,
Amarillo, Texas.

Dear Sir:

With further reference to our letter to you of August 29, 1946 and to your letter of September 9, 1946.

It has now been over two months since you wrote that you would reply to our letter as soon as you had received necessary information from the Project. It seems to me that it is taking quite some time to get the necessary information from the Project. We want to do quite a bit of work on the land involved and this work should be done while the water is OUT. The way we shape this land up depends on the rejection or acceptance of our offer. We would appreciate it very much if you would advise us as soon as possible what you are going to do.

Yours very truly,

/s/ R. F. Cook

R. F. Cook, Mgr.

C O P Y

UNITED STATES
DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

Post Office Box 1609
Amarillo, Texas

SEP 10 1946

~~SEP 9 1946~~

U S BUREAU OF RECLAMATION			
EL PASO, TEXAS			
RECEIVED			
SEP 11 1946			
	NOTE	REPLY	INIT.
CH. CLK.			
OF. ENG.			
HYDRO.	✓		

To: Superintendent, El Paso

From: Regional Director

Subject: Right of way over lands in Blocks 56 and 57 - San Elizario Grant,
El Paso County, Texas - Rio Grande Project.

1. Enclosed you will please find an exchange of letters between this office and Mr. Lee Moor.

2. Before replying to Mr. Moor's letters, we would like to have some information as to the status of the lands described in his letter with respect to reserved rights of way to the United States. When the Regional Counsel was in El Paso last, he understood that these lands were under a stock subscription contract as a part of which the applicant granted to the United States rights of way for any ditches or canals necessary for the project. If this is the case will you please so advise or supply us with a copy of such contract and any additional information which in your opinion may be of assistance to me in making response to Mr. Moor's letter.


Wesley R. Nelson

Encl.

CC: Reg. Counsel
(no encl.)



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

SLB/jo

Post Office Box 1609
Amarillo, Texas

Sept. 9. 1946

Mr. Lee Moor,
El Paso, Texas.

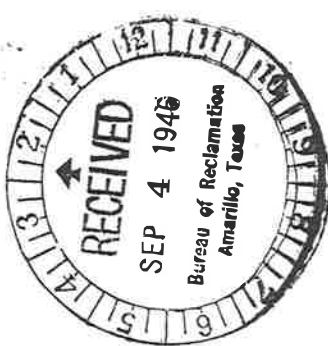
Dear Sir:

This will acknowledge the receipt of your letter of August 29 to which responsive reply will be made as soon as I have received necessary information from the Project.

Yours very truly,

Wesley R. Nelson,
Regional Director,
Region 5.

BC: Reg. Counsel
Supt., El Paso



RIO GRANDE

980.

DIR. CT.	1	9-4	
ASST. DIR.			
ADMIN.			
PROGRAMS			
FINANCE			
LEGAL	2		X
PLANNING			
D. & C.			
O. & M.			
POWER			
INFO.			
SAFETY			
PERSONNEL			
PHOTO			
SUPPLY			
OFF. SERV.			
U S			PERS.

El Paso, Texas
August 29, 1946

Ref. 740. Rio Grande

Mr. Wesley R. Nelson
Regional Director, Region 5
Bureau of Reclamation
United States Department of Interior
P. O. Box 1609
Amarillo, Texas

Dear Sir:

In connection with your letter dated July 18, 1946, addressed to Mr. R. F. Cook, Manager of the Lee Moor Ranch, Clint, Texas, I wish to advise that I am willing to grant the Department of the Interior a right of way over my lands located in Blocks 56 and 57, San Elizario Grant, El Paso County, Texas, provided that I receive written assurance from the Bureau of Reclamation, by a party that is authorized to bind such Bureau, and also assurance from the El Paso County Water Improvement District that in granting such right of way it will be without prejudice to the riparian rights which my lands at the present time have in the vicinity of such right of way.

Further, I wish to have written assurance, both from the Bureau and the El Paso County Water Improvement District that the granting of such right of way is to be without prejudice to my claims that all of my land located in the vicinity of such right of way have first-class and primary water rights, and to be without prejudice to any action or actions that I may take in order to enforce such water rights.

Yours very truly

Lee Moor

JMG/bmg

40033 SEP 4AM

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Post Office Box 1609
Amarillo, Texas

JUL 18 1946

U S BUREAU OF RECLAMATION			
EL PASO, TEXAS			
RECEIVED			
JUL 19 1946			
	NOTE	REPLY	INDEX
CLERK			
DE. F. B.			
INDEX			

Mr. R. F. Cook, Manager,
Lee Moor Ranch,
Clint, Texas.

Dear Mr. Cook:

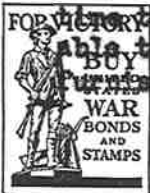
I have your letter of June 18 in which you propose to grant the Bureau a right of way over Blocks 56 and 57, San Elizario Grant, El Paso, County, Texas, as the consideration for reclassifying your land and taking it out of its suspended status so as to entitle it to a primary right under the project.

In the early days on the project, before the United States had entered into a formal repayment contract with the El Paso County Water Improvement District, obligating the district by joint obligation of all its lands, to pay the construction charges apportioned to that part of the Rio Grande Project, the Secretary, from time to time, did specify certain lands as coming under the canals then being constructed, as eligible to receive water from the project and thereby obligating such lands in payment of their proportionate part of the project construction costs as well as project maintenance charges.

In 1937 there was passed by Congress a so-called adjustment act as a part of the appropriation act for the fiscal year, 1938 (Act of August 9, 1937; 50 Stat. 564, 592) and in pursuance of that act, the United States amended its repayment contract with the El Paso County Water Improvement District No. 1, by the terms of which, the district assumed the unpaid balance of construction costs as a general obligation of the district, and since that time the question of what lands of the district were primary water right lands and entitled to a primary water right on the payment of their proportionate share of the project construction costs and what lands were suspended lands or lands entitled to a so-called secondary right, has become a matter for determination by the District.

I am advised that when the boundary between the United States and Mexico was changed to accommodate the river rectification project of the International Boundary Commission, the El Paso District, applied to have water rights appurtenant to lands which were transferred to the jurisdiction of the Republic of Mexico, to lands which were taken from the Republic of Mexico and made a part of the El Paso District.

In your letter you state "When the Rio Grande River was changed to its present location we sold to the government some sixty acres of land in order to enable the change to be made, and were told and led to believe at such time that when the river was changed to its present location we would be able to use the land that was between the old levees and water would be furnished."



U S BUREAU OF RECLAMATION			
EL PASO, TEXAS			
RECEIVED			
JUN 24 1946			
	NOTE	REPLY	INIT.
CH. CLK.			
OF. ENG.			
HYDRO.			

LEE MOOR RANCH

CLINT, TEXAS
June 18, 1946.

Mr. Wesley R. Nelson,
Regional Director
Reclamation Department
Amarillo, Texas.

Dear Sir:

The Department of Reclamation at El Paso has asked us for a right of way consisting of some 68½ acres of land in, over and through Blocks 56 and 57, San Elizario Grant, El Paso County, Texas for the purpose of extending the Riverside Canal.

In the area through which this right of way is sought we own some 441 acres of land, more or less, that is classified as suspended land. The greater part of this acreage is land that lay between the levees before the Rio Grande River was changed. Before the river was changed we were unable to farm this land, as the river bed was higher than the land on both sides, with the result that the water table was so high that this land could not be properly farmed, and was classified as suspended land. Since the river was changed and moved to the border between Mexico and Texas, this land can be farmed, and we wish the classification changed so as to secure water.

The land we own lies on both sides of the old river bed for a considerable distance, and we are willing to give the Reclamation Service a deed for the right of way for the proposed Riverside Canal, provided that the first class water rights on our adjoining land, consisting, as stated above, of some 441 acres, are recognized.

We submit that this land has first class water rights due to its location. It was originally signed up for such rights with the Reclamation Bureau, and lies within the boundaries of El Paso County Water Improvement District Number One. In view of the change made in the location of the river and the proposed abandonment of the old river bed as a canal this land can be properly farmed.

We have discussed this matter with the Bureau of Reclamation at El Paso, as well as with the El Paso County Water Improvement District Number One, but have been unable to obtain any assurance that the classification on this land as "suspended" will be changed. In our discussion of this matter with the Bureau of Reclamation at El Paso we were informed that this land was classified as suspended land at the time that the El Paso County Water Improvement District Number One was formed,

380,-

RIO GRANDE

AGJ/30

523 Amarillo Building
Amarillo, Texas
March 23, 1947

MAR 26 1947

To: Superintendent, El Paso

From: Regional Counsel

Subject: Quit-Claim Deed - Lee Moor - Riverside Canal Extension - Rio Grande Project.

1. Reference is made to your letter dated March 20, 1947, subject above, with enclosed executed quit claim deed by Lee Moor dated March 13, 1947, conveying right of way for the reference canal extension.

2. This deed is approved as to legal form and sufficiency and is returned herewith. Under Texas law it is not necessary that the wife join in the execution of the deed provided the property involved is not homestead property. If the United States were paying a substantial consideration for this deed we would, of course, require further proof of the non-homestead character of the land involved than the mere statement of the grantor. However, as the acquisition involved is on a donation basis it is recommended that the deed be accepted.

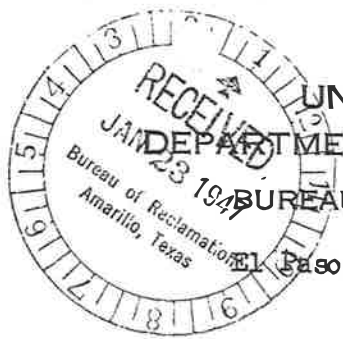
- - -

Encl.

Spencer L. Baird

CC: Reg. Dir.
(no encl.)

y



RIO GRANDE

380 -

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

El Paso, Texas. January 22, 1947

DIRECTOR	47	1-23
FINANCE		
LEGAL	2	2/13/47
PLANNING		
D. & C.		
O. & M.		
POWER		
INFO.		
SAFETY		
SUPPLY		
Personnel		
Z&R		
Pers		

To: Regional Director, Amarillo, Texas.

From: Superintendent, El Paso, Texas.

Subject: Right of Way over Lands in Block 56 and 57 - San Elizario Grant - El Paso County, Texas - Rio Grande Project.

1. Reference is made to your letter of December 12, 1946 and office letter of December 18, 1946, above subject; also office letter of December 20, 1946 addressed to Mr. Roland Harwell, Manager, El Paso County Water Improvement District No. 1.

2. There is transmitted herewith original and copy of letter dated January 21, 1947 from Mr. Harwell quoting a portion of the minutes of the meeting of the Board of Directors of the El Paso County Water Improvement District No. 1, held January 13, 1947 indicating action taken by the Board in approving your letter of December 5, 1946 addressed to Mr. Lee Moor.

3. Since Mr. Moor has desired a statement from some one higher in administrative authority than this office and you have written to him under date of December 5, 1946 and to his Attorneys under date of December 27, 1946 in reply to their letter of December 9th, we believe that you should advise Mr. Moor of the District's action. If Mr. Moor and his Attorneys are not satisfied with this procedure they could confirm the action of the Board by examining the minutes of the Board's meeting, or Mr. Harwell will furnish a certified copy of that portion of the minutes referring to the subject matter. If, however, they insist on a direct communication from the District, I presume it can be, and will have to be, obtained.

L. R. Flock
L. R. Flock

Encl-
Orig. and cpy. ltr. 1-21-1947
CC- Reg. Counsel (w/c of encl.)

47904 JAN 23 '47

EL PASO COUNTY WATER IMPROVEMENT DISTRICT

Within the Rio Grande Federal Irrigation Project

ROLAND HARWELL, General Manager

TELEPHONE MAIN 2717

U S BUREAU OF RECLAMATION			
EL PASO, TEXAS			
No. RECEIVED			
JAN 22 1947			
	NOTE	REPLY	INIT.
CH. CLK.			
OF. ENG.			
HYDRO.	<input checked="" type="checkbox"/>		

BOARD OF DIRECTORS

K. B. IVEY
President

P. F. BRINKMANN
Secretary

GROVER NEELY
L. D. MCCOMAS
W. L. SUMMERS

306 EL PASO NATIONAL BUILDING
EL PASO, TEXAS

January 21, 1947

Mr. L. R. Flock, Superintendent
U. S. Bureau of Reclamation
El Paso, Texas

Dear Mr. Flock:

At a meeting of the Board of Directors of this organization held on January 13, 1947, consideration was given the subject matter of your letter of December 20, 1946 in which you discuss your endeavors to induce Mr. Lee Moor to acquiesce in your taking of right of way through his property for the construction of the Riverside Canal Extension along the former channel of the Rio Grande.

The action of the board in relation to this matter is as follows; minute quoted:

"Next came for consideration a letter dated December 20, 1946, written by L. R. Flock, Superintendent of the Bureau of Reclamation concerning the taking of right of way through the property of Mr. Lee Moor, necessary to the construction of a portion of the Riverside Canal Extension situated approximately along the former channel of the Rio Grande.

"On motion of Mr. Summers, seconded by Mr. Neely and carried, approval was given the letter written December 5, 1946 by Wesley R. Nelson, Regional Director of the U. S. Bureau of Reclamation to Mr. Lee Moor in which assurance is given that the exercise of the right by the United States to the use of right of way will not prejudice any claim or claims which Mr. Moor may assert with reference to water rights or any other action which he may propose in connection therewith".

Will you please advise Mr. Nelson in this matter in order that he may conclude his negotiations with Mr. Moor for the required right of way.

RH-mjb

Very truly yours,

Roland Harwell
Roland Harwell,
General Manager.

PHI/30

RIO GRANDE

Post Office Box 1609
Amarillo, Texas

JAN 31 1947

Keay, Smith, Goggin & White,
State National Bank Building,
105 South Oregon Street,
El Paso, Texas.

Gentlemen:

Receipt is acknowledged of your letter dated December 9, 1946 advising that Mr. Moor wishes to obtain a letter from the El Paso County Water Improvement District to the same effect as my letter of December 5, 1946.

We are now advised that at a regular meeting of the Board of Directors of the subject district, held on January 13, 1947, consideration was given the question and the following action is reflected in their minutes:

"Next came for consideration a letter dated December 20, 1946, written by L. R. Plock, Superintendent of the Bureau of Reclamation concerning the taking of right of way through the property of Mr. Lee Moor, necessary to the construction of a portion of the River-side Canal Extension situated approximately along the former channel of the Rio Grande.

Handwritten initials

"On motion of Mr. Summers, seconded by Mr. Keely and carried, approval was given the letter written December 5, 1946 by Wesley E. Nelson, Regional Director of the U. S. Bureau of Reclamation to Mr. Lee Moor in which assurance is given that the exercise of the right by the United States to the use of right of way will not prejudice any claim or claims which Mr. Moor may assert with reference to water rights or any other action which he may propose in connection therewith."

Apparently this resolution adopted by the District's Board of Directors is the evidence you desire that the District will assume an attitude identical to that adopted by the Bureau of Reclamation, and reflected in the subject December 5, 1946 letter. If this constitutes adequate compliance with your client's wishes, we will appreciate receiving advice to that effect.

Yours very truly,

BC: Reg. Counsel
Supt., El Paso

Wesley E. Nelson,
Regional Director,
Region 5.

380.-
RIO GRANDE

710/ea

Post Office Box 1609
Amarillo, Texas

DEC 27 1946

Messrs. Kemp, Smith, Goggin & White,
Attorneys,
State National Bank Building,
105 South Oregon Street,
El Paso, Texas.

Gentlemen:

Reference is made to your letter of December 9, 1946, written on behalf of Mr. Lee Moor, in reply to my letter of December 5, 1946 to him, relating to the right-of-way for our Riverside Canal through property owned by Mr. Moor and stating that Mr. Moor wishes to obtain a letter from the El Paso County Water Improvement District No. 1 to the same effect as my letter of December 5, insofar as exercising right to use right-of-way for the Canal would not affect any rights which Mr. Moor might have on his land in the vicinity, nor prejudice any of his claims to water rights on such land.

Gray
Mr. L. E. Flock, our Project Superintendent at El Paso, advises that he has discussed the matter with Mr. Roland Harwell, Manager of the El Paso County Water Improvement District No. 1, who advises that while he feels certain the District will provide such a statement in the form of a letter, that he himself has no authority to do so without referring the matter to the District Board of Directors, which Board will hold a regular meeting early in January, 1947.

On the basis of Mr. Harwell's statement, and Mr. Moor's assurance of execution of a formal acquiescence in our exercise of the use of the right-of-way, the Project Superintendent advises that he will proceed with the surveys and plans for the work to be accomplished, as soon thereafter as possible.

Very truly yours,

Wesley R. Nelson,
Regional Director,
Region 5.

EC: Reg. Counsel
Supt., El Paso

RIO GRANDE

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

El Paso, Texas

December 18, 1946

DIRECTOR	
FINANCE	
LEGAL	22-28
PLANNING	
D. & C.	
O. & M.	
POWER	
INFO.	
SAFETY	
SUPPLY	
Personnel	

To: The Regional Director, Amarillo, Texas

From: Superintendent, El Paso, Texas

Subject: Right of Way over Lands in Blocks 56 and 57 - San Elizario Grant, El Paso County, Texas - Rio Grande Project.

EKO 380. -

Lee Moor

1. Reference is made to your letter of December 12, above subject, transmitting a copy of letter from Law Offices of Kemp, Smith, Goggin & White, attorneys for Mr. Lee Moor, in response to your letter of December 5, addressed to him.

2. I have just discussed with Mr. Harwell, Manager, El Paso County Water Improvement District No. 1, the matter of the District concurring in your reply to Mr. Moor of December 5, by letter patterned after yours. Mr. Harwell assures me that it is his belief that the District will take such action but that he has no authority to do so without referring the matter to the Board of Directors which will hold a meeting early in January. In the meantime, we are providing Mr. Harwell with copies of pertinent correspondence which will bring him up to date on the subject matter and requesting a letter from the District which will provide Mr. Moor with the assurances set forth in the last paragraph of your letter of December 5, to him.

3. Inquiries from Mr. Moor's Superintendent indicate that he is anxious to proceed with the land levelling and improvement which our proposed construction will make possible and therefore, with the assurances provided by Mr. Moor and through his attorneys and by Mr. Harwell, we will proceed with surveys and preparatory planning of the work so that it can proceed upon the formal granting of the right-of-way by Mr. Moor.

4. Attached hereto is the suggested draft of letter for immediate reply to letter from Mr. Moor's attorneys, of December 9.

Enclosure
(Draft)
CC-Regional Counsel (w/c of encl.)



Carl Brock

46142 DEC 20 1946

El Paso Draft
Dec. 18, 1946

Messrs. Kemp, Smith, Goggin & White
Attorneys
State National Bank Building
105 South Oregon Street
El Paso, Texas

Gentlemen:

Reference is made to your letter of December 9, 1946, written on behalf of Mr. Lee Moor, in reply to my letter of December 5, 1946 to him, relating to the right-of-way for our Riverside Canal through property owned by Mr. Moor and stating that Mr. Moor wishes to obtain a letter from the El Paso County Water Improvement District No. 1 to the same effect as my letter of December 5, insofar as exercising right to use right-of-way for the Canal would not affect any rights which Mr. Moor might have on his land in the vicinity, nor prejudice any of his claims to water rights on such land.

Mr. L. R. Smith, own

The Project Superintendent at El Paso advises that he has discussed the matter with Mr. Roland Harwell, Manager of the El Paso County Water Improvement District No. 1, ~~with the view of having the District provide such a letter.~~ Mr. Harwell advises that while he feels certain ~~that~~ the District will provide such a statement, in the form of a letter, that he himself has no authority to do so without referring the matter to the District Board of Directors, ~~a meeting of which will be held early in January, 1947.~~

which Board will hold a regular

On the basis of Mr. Harwell's statement, and Mr. Moor's assurance of formal acquiescence in exercising the use of the right-of-way, the Project Superintendent advises that he will proceed with the surveys and planning for the work to be accomplished as soon thereafter as possible.

Very truly yours,

Regional Director
Region 5

immediately

execution ga

In view of the fact that Mr. Moor is anxious to proceed with land leveling and improvement of following location of right of way, and with his

380
RIO GRANDE

Post Office Box 1609
Amarillo, Texas

December 12, 1946

PKG/cw

To: Superintendent, El Paso
From: Regional Director
Subject: Right of Way over lands in Block 56 and 57 - San Elizario Grant,
El Paso County, Texas - Rio Grande Project.

1. I am enclosing a copy of letter dated December 9, 1946 received by the Regional Director from the firm of attorneys representing Mr. Lee Moor of El Paso, in which is requested a letter from the El Paso Water Improvement District substantially similar to our letter of December 5, 1946.
2. While we are in no position to demand such an instrument, Mr. Harwell may agree with us that the statement will be desirable to interests of the District, in which event we suggest that he execute a letter patterned after ours, which should be delivered to you for forwarding to this office.

May
Mani
Encl.

CC: Regional Counsel
(w/c encl.)

ERIC GRANDE

380-
R. 20

LAW OFFICES OF
KEMP, SMITH, GOGGIN & WHITE
STATE NATIONAL BANK BUILDING
105 S. OREGON STREET
EL PASO, TEXAS

December 9, 1946

MAURY KEMP
EUGENE R. SMITH
JAMES M. GOGGIN
WYNHAM KEMP WHITE



DIRECTOR	12-11
ASST. DIR.	
ADM.	
FIN.	
ENGR.	12-12
PLANT	
Q. & M.	
POWER	
REC.	
SAFETY	
PERSONNEL	
PHOTO	
SUPPLY	
OFF. SERV.	
C. S. W. G.	PEPS.

Mr. Wesley R. Nelson,
Regional Director, Region 5,
Post Office Box 1607,
Amarillo, Texas.

Dear Sir:

SLB

On behalf of Mr. Lee Moor, of El Paso, Texas, we wish to acknowledge his receipt of your letter dated December 5, 1946, wherein you state that the Bureau of Reclamation in exercising the right to use the right of way proposed to be conveyed to the U. S. Government by Mr. Lee Moor shall not in any way affect any rights Mr. Moor may have to use water on his lands in the vicinity of such right of way, nor prejudice any of his claims to water rights on such land.

As a further predicate for granting such right of way, Mr. Moor wishes to obtain a letter from the El Paso County Water Improvement District to the same effect as your letter of December 5, 1946.

Yours very truly

Kemp, Smith, Goggin & White

JMG/bmg

45598 DEC 11 '46

RIO GRANDE

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

380.-

DIRECTOR	11/27
FINANCE	
LEGAL	12/12-26
PLANNING	
D. & C.	
O. & M.	
POWER	
INFO.	
SAFETY	
SUPPLY	
Personnel	
C&R Pers	

El Paso, Texas

December 16, 1946



Regional Director, Amarillo, Texas

Acting Superintendent, El Paso, Texas

JIB

Subject: Right-of-Way Over Lands in Blocks 56 and 57 - San Elizario Grant, El Paso County, Texas - Rio Grande Project.

1. Reference is made to the Regional Director's letter of September 10, 1946 and November 22, 1946, relative to the above subject involving right-of-way negotiations with Lee Moor of Clint, Texas.

2. There is enclosed in duplicate, review and tabular and map data of the land classification status of the Lee Moor ranch. In this report we have shown in detail the status of Lee Moor's holdings according to the land classification records in this office. In addition, we have made a minute search of the records in order to determine how much of the Lee Moor properties were included in the El Paso Valley Water User's stock subscriptions.

3. Our review indicates that all of Lee Moor's present holdings may be said to have been included in these stock subscriptions with exception of the accretion area of 134.6 acres, which evidently was never included in the two original surveys of the area involved having been in River bed at the time of these surveys and as it so happened each of the surveys stopped at the River. There are, in addition, 198.71 acres for which we can find no record of having been included in the stock subscription in this office. However, it is quite possible that this area has been included in stock subscription certificates, even though we have no record in our office file. Assuming that records are in existence for this 198.71 acres, it can then be concluded that the accretion area of 134.6 acres is the only area for which Lee Moor could not claim stock subscription benefits.

4. The enclosed review and report also contains a photostatic copy of a stock subscription certificate, in this case being No. 562, also a copy of the release of the lien against the lands subscribed by the El Paso Valley Water User's Association, copy of this release is being sent as it is probable that your office may not have one in your files.

In Duplicate.
CC-Regional Counsel

Enclosures.

W. J. Resch

45959 DEC 17 '46

1/28
leg. 11

LEE MOOR ISLAND FARM

Right-of-Way For Riverside Canal Extension

The change in the Rio Grande Alignment in July 1938 to the New location along the International Boundary line, Southwest of Fabens, eliminated what had been known as the "Island" formed between the River channel on the North and the International Boundary line on the South. One result of this change was the opportunity to improve Canal facilities serving the Island and the Fabens - Tornillo districts. This could be accomplished by extending the Riverside Canal to Fabens and discontinuing the use of the old River channel as a transmission Canal. Material benefits in saving of water lost through evaporation in the irregular, wide River channel can be made, and irrigation operation improved by having a straight narrow Canal section instead of the irregular, wide River channel.

Location Surveys were made for the Riverside Canal Extension and necessary right-of-way determination and appraisals were made. For a considerable distance the proposed Riverside canal Extension would pass through the North side of the Lee Moor Ranch as shown on "Exhibit "A" attached.

The classification and appraisal of this right-of-way desired to be secured from the Moor Ranch at that time was:

	Acres	Value
Cultivated Land	1.74	\$ 432.50
Pasture	40.30	1,165.40
River Bed	2.65	26.50
Drain	26.53	-----
Improvements	-----	576.44
	71.22	\$2,200.84

Of the items above the area in the drain is not valued as the Bureau proposed to take it over and relieve Mr. Moor of the necessity of keeping it up. Also the value of the improvements of \$576.44 would be taken up by reconstructing farm laterals and ditches by the Bureau at the time of construction. Should Mr. Moor not desire to give the drain, arrangements to that end could very easily be arraigned. Without the drain the required right-of-way from Mr. Moor would have been 44.69 acres.

Negotiations were undertaken with Mr. Moor on the basis of him giving a donation deed to the right-of-way; it having been brought to his attention that that portion of his land lying between the old River bed and the new canal, would materially benefit and in addition he would gain more by reclaiming the river bed than he would donate as right-of-way.

Mr. Moor was willing to donate the right-of-way providing his suspended lands were given water rights. It was his contention that he had submitted all of his lands in Water User Stock subscriptions and that lands owned by him should have received water rights prior to lands in other portions of the El Paso Valley which were brought into the Project long after his lands had been subscribed.

It was pointed out to him that until the River was moved in July, 1938, his suspended lands were subject to flooding from the River or all had high water tables.

The present classification of his Island ranch is shown on Exhibit "A" and in the following tabulations:

	Acres
Total Gross Area	2,526.53
Repayment Water Right Land	1,975.68
Suspended Non-Water Right Land	377.32
Rights-of-way	172.30
Isolated	1.23

It is the 377.32 acres in the above tabulation that Mr. Moor contends should be given a water right before he is willing to donate right-of-way for the Riverside Extension.

In an effort to determine the status of Mr. Moor's Island Ranch with respect to Stock subscriptions, two tabulations (Exhibits "B" and "E") were prepared. These tabulations in detail are attached with this report; in summary the following data is taken from them:

	Acres
Area now owned by Lee Moor included in Water Stock Subscription - of record - area original Survey	2,174.91
Area now owned by Lee Moor- no record in office of Water User Stock Subscription - area original Survey	198.71
Area old River bed gained by accretion as found by County Resurvey, not included in any stock subscription	134.60
Area gained by Mr. Moor by accretion included in stock subscription	48.60
Area lost by Mr. Moor by accretion included in stock subscription	9.00
Area lost to Mr. Moor due to El Paso County Resurvey	21.00
Gross area owned by Mr. Moor	<u>2,526.56</u>

It is to be noted in this table that two items, one of 198.71 acres and one of 134.60 acres have no record in this office of being included in a Stock Subscription. The 198.71 acres may possibly be included in Stock Subscriptions of which we have no record. The other one of 134.60 appears to be definitely an accretion area that lies between different surveys, none of which included the area. Incidentally, it is probable, assuming Stock Subscription records for the 198.71 acres are in existence, that this 134.6 acres is the only area that is not actually included in a Water User Stock Subscription. However, water rights have already been granted to about 39 acres of this accretion area.

It would therefore appear that under Water User Stock Subscriptions Lee Moor Ranch holdings may all be included except the 134.6 acres of accretion land. The office record of these subscriptions and the accretion areas are shown on Exhibit "C" and "D" attached.

A photostat copy of a Water User's Stock Subscription Certificate, No. 562 is enclosed herewith. It is to be noted that Article V defines the rights of the shareholders in the subscription and it is probably these provisions which Mr. Moor uses as a basis for Water Right claims on his suspended area of 378.55 acres (including 1.23 isolated). In addition to the Stock Subscription Certificate, a copy of the "Release" of the lien which was created against every acre of land subscribed in the Stock Subscription is also enclosed. This release was made after the creation of the El Paso County Water Improvement District No. 1, which was organized as an irrigation district by election on May 19, 1917. Copies of contracts beginning with the contract of June 27, 1906 between the United States and the El Paso Valley Water Users Association, and later the El Paso County Water Improvement District No. 1 are no doubt in the files of the Regional Office.

While right-of-way in the early days of the Project, often was secured by resorting to threats of taking water rights reserved under the Stock Subscription contracts, we cannot recall any specific instance where the taking was effected by legal enforcement of the right.

Considerable doubt has in the past been voiced with reference to the validity of the right to take right-of-way under these subscriptions; for this reason hesitancy in so taking right-of-way in this manner has been customary. Another angle which has caused caution in so using the Stock Subscription provisions for obtaining right-of-way is the guarantee of benefits for the shareholders as to water for the lands so subscribed. If this provision is valid it would mean that water rights would have to be given to all lands so subscribed. At the present time water rights as determined by availability of water, have been granted to 67,000 acres in this District, any additional grants will mean in effect, a decrease in water already allocated to the repayment area.

RELEASE

Minutes of a special meeting of the
El Paso Valley Water Users' Association
held at their office April 15th 1921 at
10:00 A.M.

- - -

Present:

J. A. Smith (Presiding)
H. B. Stevens
Z. T. White
T. D. Porcher
C. E. Kellogg
Chas. R. Loomis

Absent:

J. J. Smith
Chas. De Groff
Dr. S. T. Turner
C. N. Bassett

Visitors Attorney R. F. Burges, L. M. Lawson and Roland Harwell.

Business Transacted, Resolutions Adopted, etc.:

There came before the Board the matter of releasing lands from the lien which is created against the subscribers to the stock of the El Paso Valley Water Users' Association and through the said association to the United States of America. After discussion, and upon motion made by Mr. Stevens and seconded by Mr. Loomis the following resolution was unanimously adopted:

WHEREAS, by virtue of the Articles of Incorporation of the El Paso Valley Water Users' Association, a lien was created against each and every acre of land owned by the subscribers to such stock, to repay to the El Paso Valley Water Users' Association, and, through said Association to the United States of America the cost of construction of certain irrigation works built and to be built by the United States Reclamation Service, for the reclamation and irrigation of lands within the valley of the Rio Grande above and below the City of El Paso, all lying within the then limits of El Paso County Texas; and

WHEREAS, under and by virtue of the Constitution and Laws of the State of Texas, and with the approval and consent of the Secretary of the Department of the Interior of the United States the lands originally embraced within said district, or

the greater part thereof, have been organized into Municipal Corporation or body politic, under the name of El Paso County Water Improvement District No. 1; and

WHEREAS, by the provisions of the Constitution and Laws of the State of Texas, said El Paso County Water Improvement District No. 1 is authorized to enter into contract with the United States of America, for the purchase and acquisition of the irrigation and drainage works constructed in and out of said District, for the use of the people thereof, and

WHEREAS, said El Paso County Water Improvement District No. 1 has authority, under the Constitution and Laws of the State of Texas, to buy and collect taxes to meet its obligations under said contract with the United States of America; and

WHEREAS, it is desirable to release all of the lands heretofore obligated from the lien given under the El Paso Valley Water Users' Association to secure the payment of the cost of constructing, maintaining and operating said irrigation works;

NOW, THEREFORE, be it resolved by the Board of Governors of El Paso Valley Water Users' Association (the Secretary of the Interior assenting and agreeing to this action) as follows, to wit:

FIRST: That all the land situated in El Paso and Hudspeth Counties in the State of Texas, which have heretofore been signed up or pledged unto the El Paso Valley Water Users' Association, and to the United States of America, for the payment of the cost of construction, maintenance and operation of said irrigation works, whether in the ownership of the person originally pledging the same, or in the ownership of any other person whomsoever, are hereby released from said lien to repay the cost of construction, maintenance, and operation of such works, and that said lien is released, cancelled and held for naught;

PROVIDED, HOWEVER, that nothing in this action, resolution or release contained shall be held or interpreted to release any lands in El Paso or Hudspeth Counties, in the State of Texas, from the lien to secure the payment of four (4) certain assessments heretofore made, from time to time, the last of which was made and levied in the year 1918, and the total aggregate of which said four (4) assessments amounted to the sum of one dollar and twenty-five cents (\$1.25) per acre, and no more,

AND PROVIDED FURTHER, that nothing in this section, resolution or release shall be held to alter, change, terminate or release any of said lands or the owners thereof from any of the other provisions of the contract under which they were signed up for water rights, but that all the said provisions, including the grants of easements for rights-of-way of canals, conduits, telephones, or other purposes shall remain in full force or effect.

BE IT FURTHER RESOLVED:

SECOND: That this release shall operate as a release to each and every individual land owner whose land has been subject to said lien, but in addition thereto, the President and Secretary of the El Paso Valley Water Users' Association may execute unto each and every owner of such land an individual release for the whole or any portion of said land, specifically describing the said land, so released.

PROVIDED, HOWEVER, that said release shall be made, executed and acknowledged at the expense of the person requesting the same, and no such release shall be executed unless and until it shall be made to appear to the satisfaction of the said President and Secretary that the whole of the four (4) assessments above referred to, and aggregating the sum of one dollar and twenty-five cents (\$1.25) per acre on said land, with interest and penalties if any, shall have been fully paid.

AND PROVIDED FURTHER, that the authority conferred upon the President and Secretary of the El Paso Valley Water Users' Association to execute such releases shall continue until the 31st day of December, A.D. 1921, and not thereafter -

The resignation of Bernabe Flores having created a vacancy in the position of Secretary to the Association, on motion of Mr. Loomis seconded by Mr. Stevens, Roland Harwell was elected to the position of Secretary until such time as further change may be made by the Board.

On suggestion of Mr. Loomis, concurred in by Mr. Harwell, it was decided that the position of Secretary should carry no compensation.

On motion of Mr. White, seconded by Mr. Stevens the President was authorized to convey to the El Paso County Water Improvement District No. 1, all of the funds of the Association excepting \$2,000.00. The conveyance to be made in payment from time to time upon request of the properly constituted official of the El Paso County Water Improvement District No. 1, moved by Mr. Stevens and seconded by Mr. Loomis that the

President be authorized to place the funds of the Association in the savings account of the First National Bank of El Paso.

There being no further business the meeting adjourned.

J. A. Smith, President

Roland Harwell, Secretary

THE STATE OF TEXAS)
 :
COUNTY OF EL PASO)

I, Roland Harwell, Secretary of the El Paso Valley Water Users Association, do hereby certify that the above and foregoing is a true and correct copy of the minutes of a special meeting of the Board of Governors of the El Paso Valley Water Users Association, duly held, after legal notice, duly given, at their office in El Paso, Texas, on April 15, 1921, at ten o'clock A.M.

In witness whereof, I have hereunto set my hand and attached the seal of the El Paso Valley Water Users Association, at El Paso, Texas, this 18th day of July A.D. 1921.

(Seal: El Paso Valley
Water Users Association
Arizona)

Roland Harwell,
Secretary of El Paso
Valley Water Users
Association.

THE STATE OF TEXAS)
 :
COUNTY OF EL PASO)

BEFORE ME, the undersigned Authority, on this day personally appeared Roland Harwell, 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 purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 18th day of July, A.D. 1921.

Notarial Seal.

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

380-

SLR/30

RIO GRANDE

Post Office Box 1609
Amarillo, Texas

DEC 5 1946

Mr. Lee Moore,
El Paso, Texas.

Dear Mr. Moore:

Please be referred to your letter of August 29, 1946, and Mr. R. F. Cook's letter of November 12, 1946, and to my reply of September 9, 1946, advising that I would make a responsive reply as soon as necessary information could be secured from the Project.

As has been explained to you by our field offices, the purpose of the right of way notice to which you refer is to permit the completion of our Riverside Canal and its extension by the construction of the remaining intervening link, where the water now takes the course of the original River channel, through and in the vicinity of your property. It would be adjacent to, and parallel, the old levee which would in fact, provide one bank of the canal except for a short distance below the old River bridge where the drains would be moved over to the side of the canal and also pass under the bridge. More specific details on the location and plans can be obtained from the Project or field offices.

*Young
Burr
Burr*

The acreage shown on the right of way plats and in the deed description is greater than that actually required for the canal alone, due to the fact that it also includes the right of way now occupied by the existing adjacent and parallel intercepting drain. Practically all of the area included in the notice is now occupied by the drain, old levee and borrow pits. At some points it even includes some portions of the former River channel through which water still flows. If the acreage stated seems excessive and it would be more acceptable and agreeable to you, the drain which is now established as to location and its necessity demonstrated by the required drainage which it provides, can be eliminated from the notice.

An exercise of our right to use right of way across your property will materially benefit you, as the area to be recovered from the present meandering old River channel will probably be at least as much as or probably more than will be required for the canal on the proposed direct location. Furthermore, drainage should be improved, and your land can be laid out and improved to better advantage, particularly as you own property on each side of the River channel.

As a specific reply to your letter of August 29, 1946, you may be assured that an exercise of our right to the use of the right of way will in no wise

affect any rights you may have now to use water in the vicinity of such right of way, nor prejudice any claims you may assert to water rights, or any other actions you may propose in connection with such water rights.

Very truly yours,

Wesley R. Nelson,
Regional Director,
Region 5.

BC: Regional Counsel
Supt., El Paso

RIO GRANDE 380 -

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION



El Paso, Texas. November 29, 1946.

Lee Moor

To: Regional Director, Amarillo, Texas
From: Superintendent

Subject: Right of Way over lands in Block 56 and 57 - San Elizario Grant, El Paso County, Texas - Rio Grande Project.

DIR. CTOR	1/12-2
ASST. DIR.	
ADMIN.	
PROGRAMS	
FINANCE	
LEGAL	2 12-5
PLANNING	
D. & C	
O & M.	
POWER	
INFO	
SAFETY	
PERSONNEL	
PHOTO	
SUPPLY	
OFF. SERV.	

FKB. 380. -R.R. 12-6

1. Reference is made to the Regional Director's letters of September 10, and November 22, 1946, relative to the above subject.

2. Earlier reply has been delayed during a search of old El Paso Valley Water User Association records and pending preparation of a report on the status of Mr. Moor's land holdings with respect to the original Water User's Association Stock Subscription Contracts and subsequent land classification and assessment for construction repayment charges after the Association was succeeded by the El Paso County Water Improvement District No. 1. The investigation is complicated by the fact that Mr. Moor's property is made up of several small tracts which he acquired from individual owners and consolidated into his present large holding some of which is in the so-called "suspended" status and not acquiring a project water right by being assessed for repayment of construction charges.

3. An endeavor to obtain right-of-way from Mr. Moor for completion of the Riverside Canal became involved when he endeavored to use it as a trading point to have his suspended land classified for Project water right which he now desires as the land is no longer subject to flood overflow since the completion of the Boundary Commission's Rio Grande Rectification Project. Upon being informed that because the Project water right area has reached an agreed safe maximum there is no authority to increase it, Mr. Moor has taken appeal to higher authority and threatens suit to obtain water rights for the remainder of his land now in the suspended status; and of course, he has declined granting the right-of-way requested.

4. Now because of the benefits to accrue to Mr. Moor by the proposed canal construction and his being anxious to take advantage of them, there seems to be an inclination to deal with the two problems separately if, as he has stated, someone in authority will advise him that granting of the right-of-way will not affect or jeopardize his rights or claim for water right on his suspended land.

5. We have given thought and consideration from time to time of giving Mr. Moor notice of taking of the right-of-way under the provisions

45034 DEC 2'46

1.

of the old Water Users Stock Subscription Contracts. But, first of all, although we have many times used the right-of-way provision in the old contracts as a threat when dealing with obstinate property owners for right-of-way and we believe in some cases even sent out letters of such taking, we have never felt secure in a stand on it if there should be a contest, especially when considering that the Water User Association form of organization was superseded by the Irrigation District form of organization. This feeling was based pretty much on asserted opinions of District Counsel.

6. Secondly, it is very doubtful if, in the present instance, any endeavor should be made to dignify, or to assert any claim under the old Water User's Association Contracts. Mr. Moor has indicated that his chief ground for claiming Project water right might be that the land was signed up under the original Water User's Stock Subscription Contracts. If their validity is recognized in one instance or for one purpose, it would, or should be for others.

7. There is transmitted herewith a draft of a proposed letter to Mr. Moor which if concurred in by you, might be used to indicate the points to be covered in a reply to him. If such a letter is sent to him, it could be followed up with an endeavor to obtain the right-of-way. If that is not successful, then there is the alternative of condemnation. There has been some intimation that Mr. Moor would welcome such a procedure as a means of not having to make any commitments himself, but in that case we would have to pay the appraised value which we believe might be quite high with current prices and the appraisers would hold strictly to the land being taken without considering the incidental benefits. Funds are not available to pay any appreciable amount for the right-of-way.

8. If the acquisition of the right-of-way can be handled independent of the question of water rights for the suspended land, then later report can be made on the status of those lands and his holdings in general especially if and when he should press that matter further and in dealing with that subject.

- - -



In Duplicate.
CC-Regional Counsel

Encl: Draft

Mr. Lee Moor
El Paso, Texas

Dear Mr. Moor:

Please be referred to your letter of August 29, 1946, and Mr. R. F. Cook's letter of November 12, 1946, and to my reply of advising that I would make a responsive reply as soon as necessary information could be secured from the Project.

As has probably been explained to you by our field offices, the purpose of the right-of-way request to which you refer is to permit the completion of our Riverside Canal and its extension by the construction of the remaining intervening link, where the water now takes the course of the original River channel through and in the vicinity of your property. It would be adjacent to, and parallel, the old levee which would in fact, provide one bank of the canal except for a short distance below the old River bridge where the drains would be moved over to the side of the canal and also pass under the bridge. Details of the location and plans can be obtained from the Project or field offices.

The acreage shown on the right-of-way plats and in the deed description is greater than that actually required for the canal alone, due to the fact that it also includes the right-of-way now occupied by the existing adjacent and parallel intercepting drain. Practically all of the area included in the request is now occupied by the drain, old levee and borrow pits. At some points it even includes some portions of the former River channel through which water still flows. If the acreage stated seems excessive and it would be more acceptable and agreeable to you, the drain which is now established as to location and its necessity demonstrated by the required drainage which it provides, can be eliminated from the request.

The request was presented to you on the basis of a donation with the thought that in consideration of offsetting benefits to accrue to you by the proposed improvement you might view it in that light. It is believed that you can and will benefit materially from the proposed work. The area to be recovered from the present meandering old River channel, may be as much or more than that which would be required for the canal on a direct location. Drainage conditions should be vastly improved. Your land could be laid out and improved to better advantage particularly since you own land on both sides of the old River channel.

Any rights or claims which you might have relating to the use of water on adjoining land or any other land could not in any way be affected by the granting of the right-of-way request and permitting the canal construction to proceed. Such action by you would not be construed as jeopardizing those rights or claims, nor can it be considered as a basis for compromise regarding such rights and claims.

Very truly yours,

Wesley R. Nelson
Regional Director
Region 5

Mr. Lee Moor
El Paso, Texas

Dear Mr. Moor:

Please be referred to your letter of August 29, 1946, and Mr. R. F. Cook's letter of November 12, 1946, and to my reply of advising that I would make a responsive reply as soon as necessary information could be secured from the Project.

As has probably been explained to you by our field offices, the purpose of the right-of-way request to which you refer is to permit the completion of our Riverside Canal and its extension by the construction of the remaining intervening link, where the water now takes the course of the original River channel through and in the vicinity of your property. It would be adjacent to, and parallel, the old levee which would in fact, provide one bank of the canal except for a short distance below the old River bridge where the drains would be moved over to the side of the canal and also pass under the bridge. Details of the location and plans can be obtained from the Project or field offices.

The acreage shown on the right-of-way plats and in the deed description is greater than that actually required for the canal alone, due to the fact that it also includes the right-of-way now occupied by the existing adjacent and parallel intercepting drain. Practically all of the area included in the request is now occupied by the drain, old levee and borrow pits. At some points it even includes some portions of the former River channel through which water still flows. If the acreage stated seems excessive and it would be more acceptable and agreeable to you, the drain which is now established as to location and its necessity demonstrated by the required drainage which it provides, can be eliminated from the request.

The request was presented to you on the basis of a donation with the thought that in consideration of offsetting benefits to accrue to you by the proposed improvement you might view it in that light. It is believed that you can and will benefit materially from the proposed work. The area to be recovered from the present meandering old River channel, may be as much or more than that which would be required for the canal on a direct location. Drainage conditions should be vastly improved. Your land could be laid out and improved to better advantage particularly since you own land on both sides of the old River channel.

Any rights or claims which you might have relating to the use of water on adjoining land or any other land could not in any way be affected by the granting of the right-of-way request and permitting the canal construction to proceed. Such action by you would not be construed as jeopardizing those rights or claims, nor can it be considered as a basis for compromise regarding such rights and claims.

Very truly yours,

Wesley R. Nelson
Regional Director
Region 5

380.-

7/11/50

RIO GRANDE

Post Office Box 1609
Amarillo, Texas

NOV 22 1950

To: Superintendent, El Paso
From: Regional Director
Subject: Right of way over lands in Blocks 56 and 57 - San Elizario Grant,
El Paso County, Texas - Rio Grande Project.

1. We are enclosing a copy of letter dated November 12, 1946, from Mr. R. F. Cook, Manager of the Les Moor Ranches, Clint, Texas, on the subject of our letter to you dated September 10, 1946.

2. We have had no reply from you as to the status of lands described in his letters as requested. Will you please draft a letter in response to Mr. Cook's inquiry, and submit the same to me at your earliest convenience.

3. In our letter of September 10, we requested information which we still desire. If this right of way is already conveyed by a valid stock subscription contract, then the government has no authority to purchase such rights of way. If the Les Moor Ranches propose to give a donation deed, no further consideration need be given the legal effect of the earlier instrument. Before we take any further action in this matter, we would like to be advised of the consideration proposed to be paid for the right of way through these lands, and we should also like to have such pertinent information as may be in your files on possible earlier grants of rights of way available for our use.

May
Burd

Wesley R. Nelson

Encl. Copy of 11-12 letter

cc: Reg. Counsel
(w/c encl.)

RIO GRANDE 280 -



LEE MOOR RANCH

CLINT, TEXAS
November 12, 1946.

Mr. Wesley R. Nelson,
Regional Director,
P.O. Box #1609,
Amarillo, Texas.

DIRECTOR	
ASST. DIR.	
ADMIN.	
PROGRAMS	
INVEST.	
PLANNING	
RECORDS	
TRAINING	
CONSTRUCTION	
OPERATIONS	
INSPECTION	
SALES	
PERSONNEL	
SUPPLY	
PROPERTY	
GENERAL	

11-22 ACTION

SLB

Dear Sir:

With further reference to our letter to you of August 29, 1946 and to your letter of September 9, 1946.

It has now been over two months since you wrote that you would reply to our letter as soon as you had received necessary information from the Project. It seems to me that it is taking quite some time to get the necessary information from the Project. We want to do quite a bit of work on the land involved and this work should be done while the water is OUT. The way we shape this land up depends on the rejection or acceptance of our offer. We would appreciate it very much if you would advise us as soon as possible what you are going to do.

Yours very truly,

R.F. Cook
R.F. Cook, Mgr.

44093 NOV 13 '46

280. -
RIO GRANDE

SLE/jo

Post Office Box 1609
Amarillo, Texas

SEP 10 1946

SEP 9 1946

To: Superintendent, El Paso

From: Regional Director

Subject: Right of way over Lands in Blocks 56 and 57 - San Elizario Grant,
El Paso County, Texas - Rio Grande Project.

Bus
1. Enclosed you will please find an exchange of letters between this office and Mr. Lee Moor.

2. Before replying to Mr. Moor's letters, we would like to have some information as to the status of the lands described in his letter with respect to reserved rights of way to the United States. When the Regional Counsel was in El Paso last, he understood that these lands were under a stock subscription contract as a part of which the applicant granted to the United States rights of way for any ditches or canals necessary for the project. If this is the case will you please so advise or supply us with a copy of such contract and any additional information which in your opinion may be of assistance to me in making response to Mr. Moor's letter.

Wesley R. Nelson

Encl.

CC: Reg. Counsel
(no encl.)