

180

VILLALOBOS, JUAN G. GRANT OF RIGHT OF WAY EASEMENT RIVERSIDE INTERCEPTING DRAIN (185)

0023-0086-0015-00

20-(15) Texas

22

23

ORIGINAL

B 1583 P 443

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
RIO GRANDE PROJECT, NEW MEXICO-TEXAS

22440

CONTRACT AND GRANT OF RIGHT OF WAY EASEMENT

THIS CONTRACT, made this 3rd day of February 19 61, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, including particularly the Reclamation Project Act of 1939 (53 Stat. 1187), between THE UNITED STATES OF AMERICA, and its assigns, hereinafter styled the United States, represented by the officer executing this contract, and JUAN G. VILLALOBOS, a single man, his heirs, successors, and assigns, hereinafter styled the Grantor.

WITNESSETH THAT:

2. For and in consideration of the sum of one dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the United States, and its assigns, an exclusive right, privilege, and easement to construct, replace, operate and maintain ditches, canals, laterals, drains, aqueducts, water conduits, fences, bridges, roads, telephone and telegraph lines, and any other structures or facilities the United States may deem necessary or desirable for the construction, operation, and maintenance of the Rio Grande Project, and the exclusive right, privilege, and easement to remove from or place on earth and rock, with the right of ingress and egress for the purpose of carrying out the easement granted, in and upon that certain tract or parcel of land situate, lying and being in Tracts 9 and 10, Block 40, San Elizario Grant, of the approved surveys of the County of El Paso, State of Texas, and being more particularly described in Schedule A hereof.

3. Any portion of the above described tract of land not fenced by the United States may be used by the Grantor at his own risk, for any purposes which will not, in the opinion of the Project Manager, Rio Grande Project, interfere with the easement herein granted to the United States and in connection with any such use by the Grantor, he agrees to hold the United States harmless from all liability for damage and claims therefor, arising directly or indirectly from such use, and will reimburse the United States for any damages resulting from its use thereof to structures of the United States located on said right of way.

4. This grant of easement is subject to existing rights or easements, if any, in the above described land for railroads, pipe lines, power lines, telephone and telegraph lines, roads, highways, ditches, or canals, and any existing reservation of mineral rights, and the following listed leases:

None

5. This grant of easement is also subject to the following described mortgages, deeds of trust, or other liens and encumbrances and no others:

None

6. The Grantor does hereby covenant that at the delivery of this easement, he is lawfully seized, in his own right, of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the tract of land covered by this easement, free and clear of encumbrances or liens except as listed herein, and will warrant and forever defend that same unto the United States against Grantor, and all and every person or persons whomsoever lawfully claiming or to claim the same.


7. It is expressly stipulated that upon permanent abandonment of this easement, as evidenced by written notice to that effect from the Secretary of the Interior to the occupant, that the right, privilege, and easement granted herein shall terminate and the interest of the United States hereunder shall revert to the Grantor.

8. To facilitate project operation and maintenance, the United States will construct a culvert crossing across its Riverside Intercepting Drain on lands described in Schedule "A", the size, design, and location of such crossing to be determined by the Project Manager, Rio Grande Project.

9. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

THE UNITED STATES OF AMERICA

By 
W. E. Resch, Project Manager
Rio Grande Project
Bureau of Reclamation

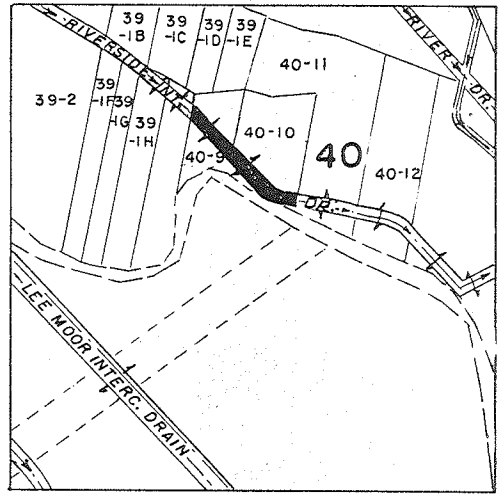
GRANTOR


Juan G. Villalobos

SCHEDULE A

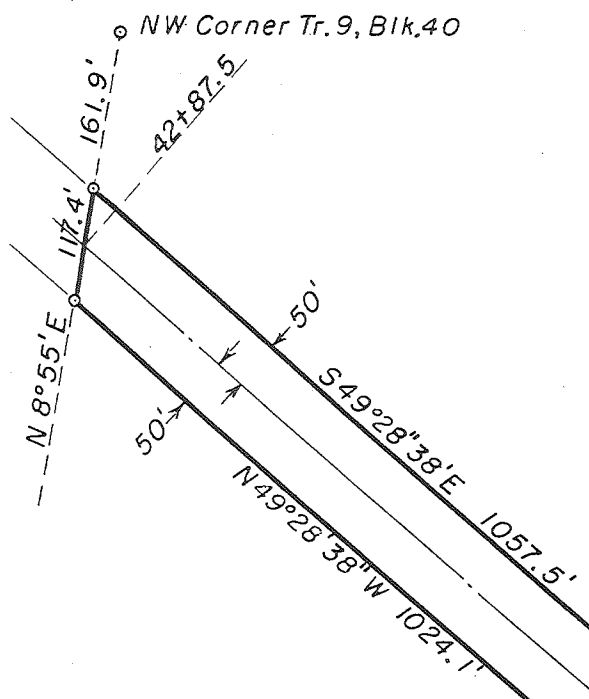
A piece or parcel of land situate, lying, and being in the County of El Paso, State of Texas, and being part of Tracts numbered 9 and 10 of Block 40 of the San Elizario Grant according to the resurvey thereof approved by the Commissioners Court of the said County of El Paso on the 13th day of January 1930 A.D., and being more particularly described as follows, to wit:

BEGINNING at the most northerly corner of the property being herein described, a point on the westerly line of the aforesaid Tract 9, Block 40, whence the northwesterly corner of the aforesaid Tract 9, Block 40 bears N. 8° 55' E., 161.9 feet distant; thence S 49° 28' 38" E., 1057.5 feet; thence S. 65° 10' 04" E., 99.7 feet; thence S. 80° 51' 30" E., 39.4 feet to a point on the easterly line of the aforesaid Tract 10, Block 40, whence the northeasterly corner of aforesaid Tract 10, Block 40 bears N. 9° 13' E., 940.2 feet distant; thence along the easterly line of the aforesaid Tract 10, Block 40, S. 9° 13' W., 100.0 feet to the most southeasterly corner of the property being herein described; thence N. 80° 51' 30" W., 67.4 feet; thence N. 65° 10' 04" W., 99.7 feet; thence N. 49° 28' 38" W., 1024.1 feet to a point on the westerly line of the aforesaid Tract 9, Block 40; thence along the westerly line of the aforesaid Tract 9, Block 40, N. 8° 55' E., 117.4 feet to the place of beginning, containing 2.75 acres, more or less, all as shown on copy of drawing numbered 23-503-6199 attached hereto and made a part hereof.



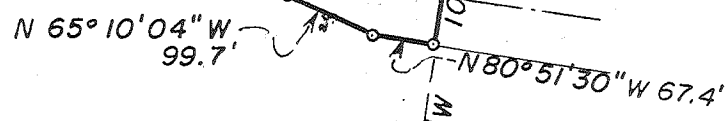
LOCATION PLAT
SCALE OF FEET
0 1000 2000

TRACTS 9 AND 10, BLOCK 40,
SAN ELIZARIO GRANT,
EL PASO COUNTY, TEXAS.
SURVEY APPROVED BY
COMMISSIONER'S COURT
JAN. 13, 1930.



P.I. 31+00
 $\Delta = 31^\circ 22'$
T = 100.0
R = 356.16
L = 194.98

To NE corner
Tr. 10, Blk. 40



JUAN G. VILLALOBOS
TO
THE UNITED STATES OF AMERICA
2.75 Ac.

SCALE OF FEET
100 0 200

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION	
RIO GRANDE PROJECT—NEW MEX.—TEX. RIVERSIDE INTERCEPTING DRAIN RIGHT OF WAY	
DRAWN <u>E.R.J.</u>	SUBMITTED <u>[Signature]</u>
TRACED <u>[Signature]</u>	RECOMMENDED <u>[Signature]</u>
CHECKED <u>[Signature]</u>	APPROVED <u>[Signature]</u>
EL PASO, TEXAS	OCT. 13, 1960. 23-503-6199

04125

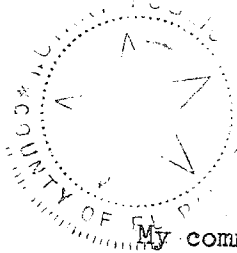
REGISTERED
AS S. M. E. L. P.

ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF EL PASO)

Before me, Charles W. Hetrick, a Notary Public in and for El Paso County, State of Texas, on this day personally appeared W. F. Resch, Project Manager, Bureau of Reclamation, Rio Grande Project, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same as the act of the United States of America for the purposes and consideration therein expressed.

Given under my hand and seal of office this 3 day of February, 1961, A. D.



Charles W. Hetrick
Charles W. Hetrick, Notary Public
in and for El Paso County, Texas

My commission expires June 1, 1961

SEAL

CERTIFICATE OF TITLE

This is to certify that I, Gertrude Attaway, Engineering Draftsman, Rio Grande Project, Bureau of Reclamation, Department of the Interior, made a thorough search of the title to the property described in Schedule A hereof, and that the title to said property was indefeasibly vested in fee simple of record in Juan G. Villalobos as of the First day of November, 1960, free and clear of all encumbrances, defects, interests, and all other matters whatsoever, either of record or otherwise known to me, impairing or adversely affecting the title to said property except as follows:

1960 State and County Taxes - \$64.83
1960 Assessment due E.P.C.W.I.D. #1 - \$228.89

Gertrude Attaway

(Miss) Gertrude Attaway

VILLALOBOS, Juan G.

Book 1583 P443

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
RIO GRANDE PROJECT, NEW MEXICO-TEXAS

CONTRACT AND GRANT OF RIGHT OF WAY EASEMENT

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WITNESSETH THAT:

2. For and in consideration of the sum of one dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the United States, and its assigns, an exclusive right, privilege, and easement to construct, replace, operate and maintain ditches, canals, laterals, drains, aqueducts, water conduits, fences, bridges, roads, telephone and telegraph lines, and any other structures or facilities the United States may deem necessary or desirable for the construction, operation, and maintenance of the Rio Grande Project, and the exclusive right, privilege, and easement to remove from or place on earth and rock, with the right of ingress and egress for the purpose of carrying out the easement granted, in and upon that certain tract or parcel of land situate, lying and being in Tracts 9 and 10, Block 40, San Elizario Grant, of the approved surveys of the County of El Paso, State of Texas, and being more particularly described in Schedule A hereof.

3. Any portion of the above described tract of land not fenced by the United States may be used by the Grantor at his own risk, for any purposes which will not, in the opinion of the Project Manager, Rio Grande Project, interfere with the easement herein granted to the United States and in connection with any such use by the Grantor, he agrees to hold the United States harmless from all liability for damage and claims therefor, arising directly or indirectly from such use, and will reimburse the United States for any damages resulting from its use thereof to structures of the United States located on said right of way.

4. This grant of easement is subject to existing rights or easements, if any, in the above described land for railroads, pipe lines, power lines, telephone and telegraph lines, roads, highways, ditches, or canals, and any existing reservation of mineral rights, and the following listed leases:

None

5. This grant of easement is also subject to the following described mortgages, deeds of trust, or other liens and encumbrances and no others:

None

6. The Grantor does hereby covenant that at the delivery of this easement, he is lawfully seized, in his own right, of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the tract of land covered by this easement, free and clear of encumbrances or liens except as listed herein, and will warrant and forever defend that same unto the United States against Grantor, and all and every person or persons whomsoever lawfully claiming or to claim the same.

7. It is expressly stipulated that upon permanent abandonment of this easement, as evidenced by written notice to that effect from the Secretary of the Interior to the occupant, that the right, privilege, and easement granted herein shall terminate and the interest of the United States hereunder shall revert to the Grantor.

8. To facilitate project operation and maintenance, the United States will construct a culvert crossing across its Riverside Intercepting Drain on lands described in Schedule "A", the size, design, and location of such crossing to be determined by the Project Manager, Rio Grande Project.

9. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

THE UNITED STATES OF AMERICA

By /s/ W. F. Resch
W. F. Resch, Project Manager
Rio Grande Project
Bureau of Reclamation

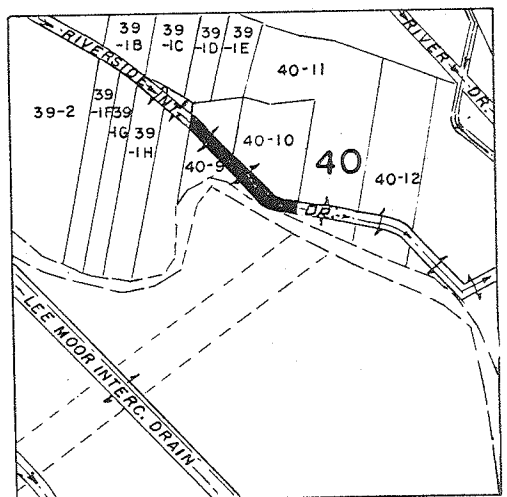
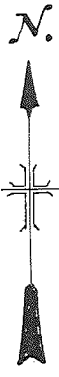
GRANTOR

/s/ Juan G. Villalobos
Juan G. Villalobos

SCHEDULE A

A piece or parcel of land situate, lying, and being in the County of El Paso, State of Texas, and being part of Tracts numbered 9 and 10 of Block 40 of the San Elizario Grant according to the resurvey thereof approved by the Commissioners Court of the said County of El Paso on the 13th day of January 1930 A.D., and being more particularly described as follows, to wit:

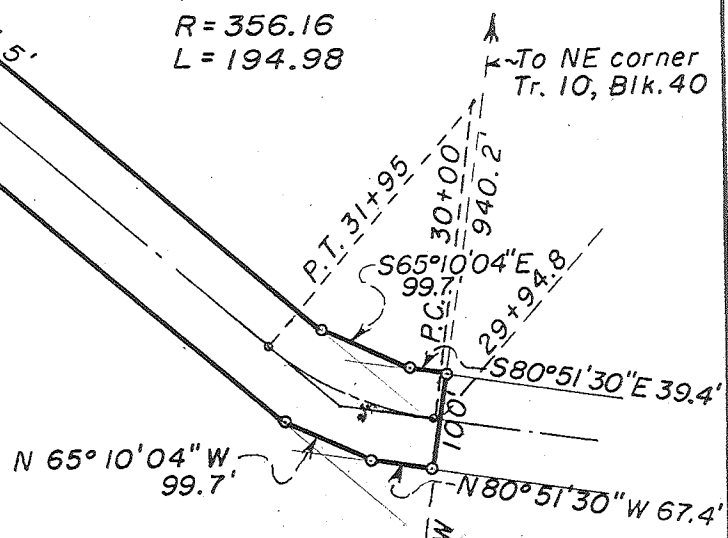
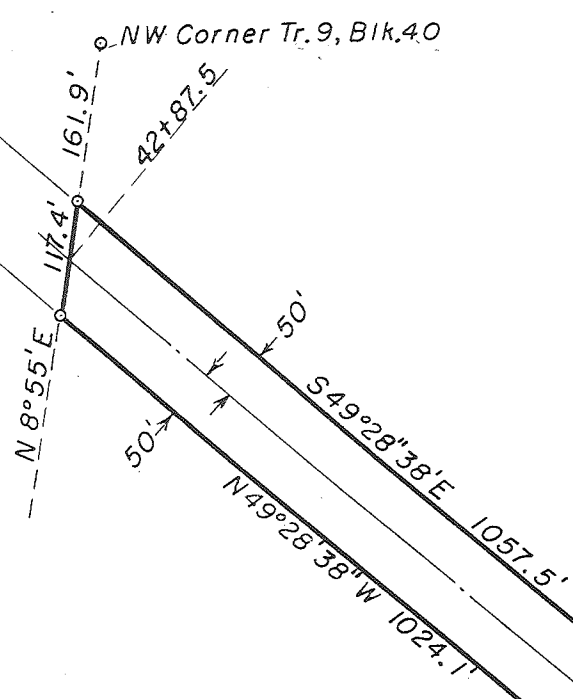
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LOCATION PLAT
SCALE OF FEET
1000 0 2000

TRACTS 9 AND 10, BLOCK 40,
SAN ELIZARIO GRANT,
EL PASO COUNTY TEXAS.
SURVEY APPROVED BY
COMMISSIONER'S COURT
JAN. 13, 1930.

P.I. 31+00
 $\Delta = 31^{\circ}22'$
T = 100.0
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JUAN G. VILLALOBOS
TO
THE UNITED STATES OF AMERICA
2.75 AC.

SCALE OF FEET
100 0 200

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION	
RIO GRANDE PROJECT-NEW MEX.-TEX.	
RIVERSIDE INTERCEPTING DRAIN	
RIGHT OF WAY	
DRAWN <u>E. R. J.</u>	SUBMITTED <u>M. P. [Signature]</u>
TRACED _____	RECOMMENDED <u>[Signature]</u>
CHECKED <u>M. P. [Signature]</u>	APPROVED <u>[Signature]</u>
EL PASO, TEXAS	OCT. 13, 1960. 23-503-6199

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DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
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3. Any portion of the above described tract of land not fenced by the United States may be used by the Grantor at his own risk, for any purposes which will not, in the opinion of the Project Manager, Rio Grande Project, interfere with the easement herein granted to the United States and in connection with any such use by the Grantor, he agrees to hold the United States harmless from all liability for damage and claims therefor, arising directly or indirectly from such use, and will reimburse the United States for any damages resulting from its use thereof to structures of the United States located on said right of way.

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THE UNITED STATES OF AMERICA

By /s/ W. F. Resch
W. F. Resch, Project Manager
Rio Grande Project
Bureau of Reclamation

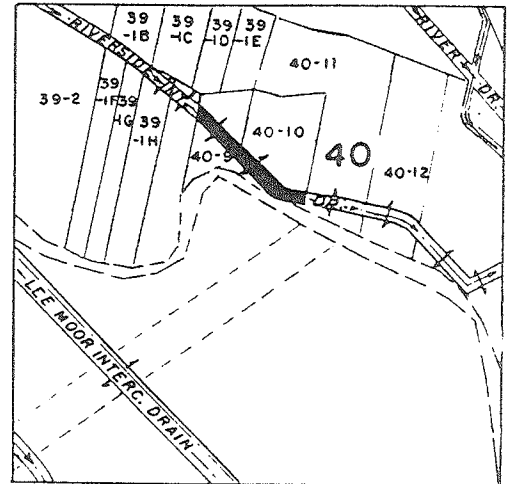
GRANTOR

/s/ Juan G. Villalobos
Juan G. Villalobos

SCHEDULE A

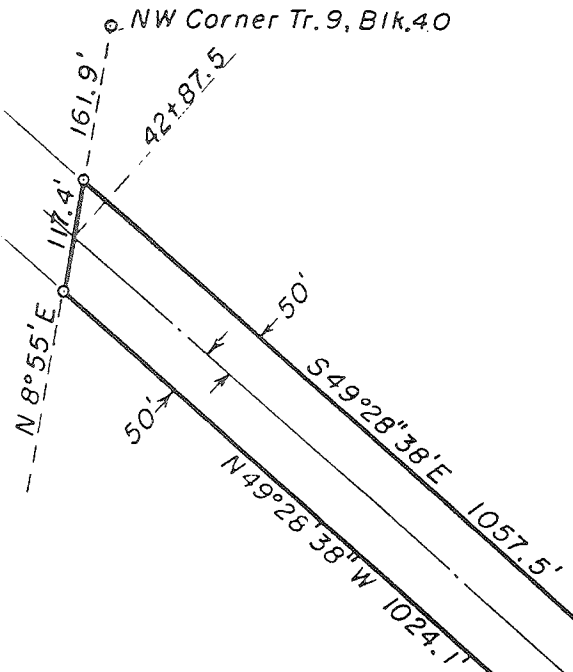
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LOCATION PLAT
SCALE OF FEET
1000 0 2000

TRACTS 9 AND 10, BLOCK 40,
SAN ELIZARIO GRANT,
EL PASO COUNTY, TEXAS.
SURVEY APPROVED BY
COMMISSIONER'S COURT
JAN. 13, 1930.



P.I. 31+00
 $\Delta = 31^\circ 22'$
T = 100.0
R = 356.16
L = 194.98

→ To NE corner
Tr. 10, Blk. 4

JUAN G. VILLALOBOS
TO
THE UNITED STATES OF AMERICA
2.75 Ac.

SCALE OF FEET
100 0 200

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION	
RIO GRANDE PROJECT-NEW MEX.-TEX.	
RIVERSIDE INTERCEPTING DRAIN RIGHT OF WAY	
DRAWN <u>E. R. J.</u>	SUBMITTED <u>[Signature]</u>
TRACED <u>[Signature]</u>	RECOMMENDED <u>[Signature]</u>
CHECKED <u>[Signature]</u>	APPROVED <u>[Signature]</u>
EL PASO, TEXAS	OCT. 13, 1960. 23-503-619

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

Before me, Charles W. Hetrick, a Notary Public in and for El Paso County, State of Texas, on this day personally appeared W. P. Resch, Project Manager, Bureau of Reclamation, Rio Grande Project, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same as the act of the United States of America for the purposes and consideration therein expressed.

Given under my hand and seal of office this 3 day of February, 1961, A. D.

/s/ Charles W. Hetrick

Charles W. Hetrick, Notary Public
in and for El Paso County, Texas

My commission expires June 1, 1961

SKAL

22440

CERTIFICATE OF RECORD

The State of Texas)
County of El Paso)

I, J. W. Fields, County Clerk in and for said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office, on the 3 day of Feb. A.D. 1961 at 2:44 o'clock, P.M. and duly recorded the 8 day of Feb. A.D. 1961, at 1:13 o'clock P. M. in the Deed Records of said County, in volume 1583 on Page 443.

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

J. W. Fields, County Clerk

By /s/ Sofia C. Ordonez - Deputy

(SEAL)

CERTIFICATE OF TITLE

This is to certify that I, Gertrude Attaway, Engineering Draftsman, Rio Grande Project, Bureau of Reclamation, Department of the Interior, made a thorough search of the title to the property described in Schedule A hereof, and that the title to said property was indefeasibly vested in fee simple of record in Juan G. Villalobos as of the First day of November, 1960, free and clear of all encumbrances, defects, interests, and all other matters whatsoever, either of record or otherwise known to me, impairing or adversely affecting the title to said property except as follows:

1960 State and County Taxes - \$64.83
1960 Assessment due F.P.C.W.I.D. #1 - \$228.89

Gertrude Attaway
(Miss) Gertrude Attaway

380.-

PROPERTY AND SUPPLY

Land Acquisition

R/W for relocation

VILLALOBOS, JUAN G.

380.-

344313



ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF EL PASO }

Before me, J. P. Aldrete, a Notary
Public in and for El Paso County, Texas, on this day personally
appeared Juan G. Villalobos, known to me to be the person described
herein and who executed the foregoing instrument and acknowledged
that he executed the same as his free act and deed.

Given under my hand and seal of office this 23rd day of
December, 1960, A.D.

/s/ J. P. Aldrete

SEAL

My Commission Expires June 1st, 1961

ACKNOWLEDGMENT

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COUNTY OF EL PASO }

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Public in and for El Paso County, Texas, on this day personally
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Given under my hand and seal of office this 23rd day of
December 1960, A.D.

/s/ J. P. Aldrete

SEAL

My Commission Expires June 1st, 1961

CERTIFICATE OF INSPECTION AND POSSESSION

I, Alfred L. Hulbert Engineering Technician Ysleta
Irrigation Field Branch, Rio Grande Project, Bureau of Reclamation,
hereby certify that on the 4 day of November, 19 60, I made a
personal examination and inspection of that certain tract or parcel of
land situated in the County of El Paso, State of Texas, and more parti-
cularly described in SCHEDULE A hereof and containing 2.75 acres of
land, more or less, easement on said land proposed to be acquired by the
United States of America in connection with the Rio Grande Project from
Juan G. Villalobos.

1. That I am fully informed as to the boundaries, lines and corners of said parcel, that I found no evidence of any work or labor having been performed or any materials having been furnished in connection with the making of any repairs or improvements on said land, and that I made careful inquiry of the above named vendor and ascertained that nothing had been done on or about said premises within the past 12 months that would entitle any person to a lien upon said premises for work or labor performed or materials furnished.

2. That I also made inquiry of the above named vendor as to the rights of possession of any person or persons known to him and neither found any evidence nor obtained any information showing or tending to show that any person had any rights of possession or other interest in said premises adverse to the rights of the above named vendor or of the United States of America.

3. That I was informed by the above named vendor that to the best of his knowledge and belief there is no outstanding unrecorded deed, mortgage, lease, contract, or other instrument adversely affecting the title to said premises, except as follows: None

4. That to the best of my knowledge and belief after actual and diligent inquiry and physical inspection of said premises there is no evidence whatever of any vested or accrued water rights for mining, agricultural, or other purposes, nor any ditches or canals constructed by or being used thereon under the authority of the United States, except the None

nor any exploration or operations whatever for the development of coal, oil, gas, or other minerals on said lands; and that there are no possessory rights now in existence owned or being actively exercised by any third party under any reservation contained in any patent or patents issued by the United States for said land.

5. That to the best of my knowledge and belief, based upon actual and diligent inquiry made, there is no outstanding right whatsoever in any person to the possession of said premises nor any outstanding right, title, interest, lien, or estate existing or being asserted in or to said premises except such as are disclosed and evidenced by the public records.

/s/ Alfred L. Hulbert

Dated this 4 day of November, 1960.

APPROVED:

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

Before me, Charles W. Hetrick, a Notary Public in and for El Paso County, State of Texas, on this day personally appeared W. F. Resch, Project Manager, Bureau of Reclamation, Rio Grande Project, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same as the act of the United States of America for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 1961, A. D.

Charles W. Hetrick, Notary Public
in and for El Paso County, Texas

My commission expires June 1, 1961

SEAL

S U P P L E M E N T A L C E R T I F I C A T E

I, Gertrude Attaway, Engineering Draftsman, Bureau of Reclamation, do hereby certify that I searched the proper records of the County of El Paso, State of Texas, on this _____ day of _____, 19_____, and determined that there has been no change in the status of the ownership since November 1, 1960, of those tracts of land owned by Juan Villalobos known as San Elizario Grant, Block 40, Tracts 9 and 10, according to the survey thereof approved by the Commissioners Court of the County of El Paso on the 13th day of January 1930 A.D., except that all the State and County taxes for 1960 are paid. From the records of the El Paso County Water Improvement District No. 1, it was found that the assessments for 1960 are paid.

Gertrude Attaway

ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF EL PASO }

Before me, _____, a Notary
Public in and for El Paso County, Texas, on this day personally
appeared Juan C. Villalobos, known to me to be the person described
herein and who executed the foregoing instrument and acknowledged
that he executed the same as his free act and deed.

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

SEAL

My Commission Expires _____

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
RIO GRANDE PROJECT, NEW MEXICO-TEXAS

CONTRACT AND GRANT OF RIGHT OF WAY EASEMENT

THIS CONTRACT, made this _____ day of _____ 19____, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 386), and acts amendatory thereof or supplementary thereto, including particularly the Reclamation Project Act of 1939 (53 Stat. 1187), between THE UNITED STATES OF AMERICA, and its assigns, hereinafter styled the United States, represented by the officer executing this contract, and JUAN G. VILLALOBOS, a single man, his heirs, successors, and assigns, hereinafter styled the Grantor.

WITNESSETH THAT:

2. For and in consideration of the sum of one dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the United States, and its assigns, an exclusive right, privilege, and easement to construct, replace, operate and maintain ditches, canals, laterals, drains, aqueducts, water conduits, fences, bridges, roads, telephone and telegraph lines, and any other structures or facilities the United States may deem necessary or desirable for the construction, operation, and maintenance of the Rio Grande Project, and the exclusive right, privilege, and easement to remove from or place on earth and rock, with the right of ingress and egress for the purpose of carrying out the easement granted, in and upon that certain tract or parcel of land situate, lying and being in Tracts 9 and 10, Block 40, San Elizario Grant, of the approved surveys of the County of El Paso, State of Texas, and being more particularly described in Schedule A hereof.

3. Any portion of the above described tract of land not fenced by the United States may be used by the Grantor at his own risk, for any purposes which will not, in the opinion of the Project Manager, Rio Grande Project, interfere with the easement herein granted to the United States and in connection with any such use by the Grantor, he agrees to hold the United States harmless from all liability for damage and claims therefor, arising directly or indirectly from such use, and will reimburse the United States for any damages resulting from its use thereof to structures of the United States located on said right of way.

4. This grant of easement is subject to existing rights or easements, if any, in the above described land for railroads, pipe lines, power lines, telephone and telegraph lines, roads, highways, ditches, or canals, and any existing reservation of mineral rights, and the following listed leases:

None

5. This grant of easement is also subject to the following described mortgages, deeds of trust, or other liens and encumbrances and no others:

None

6. The Grantor does hereby covenant that at the delivery of this easement, he is lawfully seized, in his own right, of an absolute and inalienable estate of inheritance, in fee simple, of and in all and singular the tract of land covered by this easement, free and clear of encumbrances or liens except as listed herein, and will warrant and forever defend that same unto the United States against Grantor, and all and every person or persons whomsoever lawfully claiming or to claim the same.

7. It is expressly stipulated that upon permanent abandonment of this easement, as evidenced by written notice to that effect from the Secretary of the Interior to the occupant, that the right, privilege, and easement granted herein shall terminate and the interest of the United States hereunder shall revert to the Grantor.

8. To facilitate project operation and maintenance, the United States will construct a culvert crossing across its Riverside Intercepting Drain on lands described in Schedule "A", the size, design, and location of such crossing to be determined by the Project Manager, Rio Grande Project.

9. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

THE UNITED STATES OF AMERICA

By _____
W. F. Rosch, Project Manager
Rio Grande Project
Bureau of Reclamation

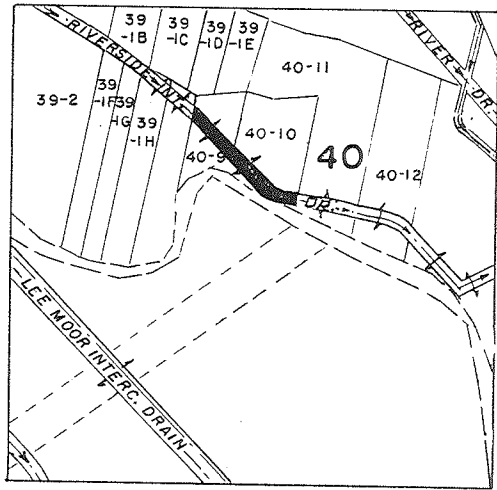
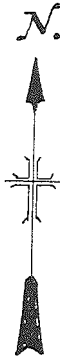
GRANTOR

Juan G. Villalobos

SCHEDULE A

A piece or parcel of land situate, lying, and being in the County of El Paso, State of Texas, and being part of Tracts numbered 9 and 10 of Block 40 of the San Elizario Grant according to the resurvey thereof approved by the Commissioners Court of the said County of El Paso on the 13th day of January 1930 A.D., and being more particularly described as follows, to wit:

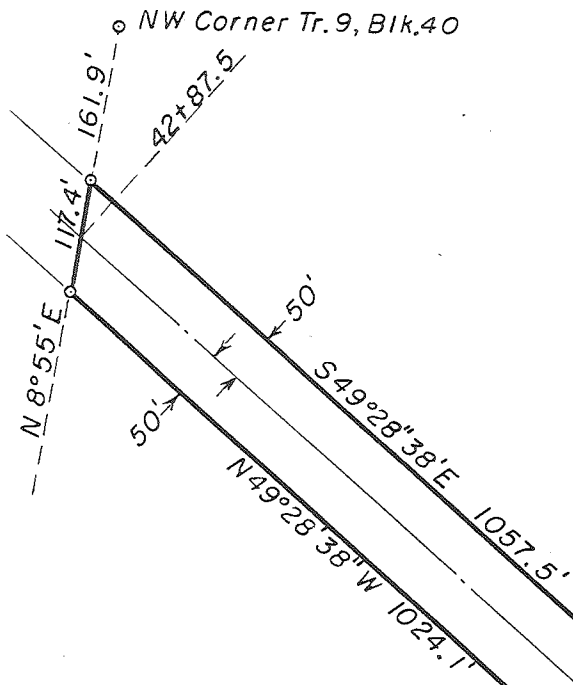
BEGINNING at the most northerly corner of the property being herein described, a point on the westerly line of the aforesaid Tract 9, Block 40, whence the northwesterly corner of the aforesaid Tract 9, Block 40 bears N. 8° 55' E., 161.9 feet distant; thence S 49° 28' 38" E., 1057.5 feet; thence S. 65° 10' 04" E., 99.7 feet; thence S. 80° 51' 30" E., 39.4 feet to a point on the easterly line of the aforesaid Tract 10, Block 40, whence the northeasterly corner of aforesaid Tract 10, Block 40 bears N. 9° 13' E., 940.2 feet distant; thence along the easterly line of the aforesaid Tract 10, Block 40, S. 9° 13' W., 100.0 feet to the most southeasterly corner of the property being herein described; thence N. 80° 51' 30" W., 67.4 feet; thence N. 65° 10' 04" W., 99.7 feet; thence N. 49° 28' 38" W., 1024.1 feet to a point on the westerly line of the aforesaid Tract 9, Block 40; thence along the westerly line of the aforesaid Tract 9, Block 40, N. 8° 55' E., 117.4 feet to the place of beginning, containing 2.75 acres, more or less, all as shown on copy of drawing numbered 23-503-6199 attached hereto and made a part hereof.



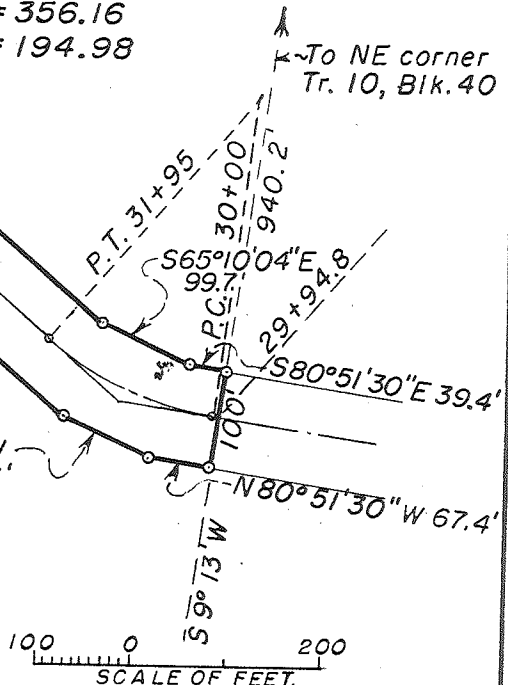
LOCATION PLAT
SCALE OF FEET
1000 0 2000

TRACTS 9 AND 10, BLOCK 40,
SAN ELIZARIO GRANT,
EL PASO COUNTY TEXAS.
SURVEY APPROVED BY
COMMISSIONER'S COURT
JAN. 13, 1930.

P.I. 31+00
 $\Delta = 31^{\circ}22'$
T = 100.0
R = 356.16
L = 194.98



JUAN G. VILLALOBOS
TO
THE UNITED STATES OF AMERICA
2.75 Ac.



SCALE OF FEET
100 0 200

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION	
RIO GRANDE PROJECT-NEW MEX.-TEX.	
RIVERSIDE INTERCEPTING DRAIN RIGHT OF WAY	
DRAWN <u>E.R.J.</u>	SUBMITTED <u>M.P. Anderson</u>
TRACED <u>M.P.A.</u>	RECOMMENDED <u>M.P.A.</u>
CHECKED <u>M.P.A.</u>	APPROVED <u>W. Heach</u>
EL PASO, TEXAS OCT. 13, 1960. 23-503-6199	

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
RIO GRANDE PROJECT, NEW MEXICO-TEXAS

CONTRACT AND GRANT OF RIGHT OF WAY EASEMENT

THIS CONTRACT, made this _____ day of _____, 19____, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, including particularly the Reclamation Project Act of 1939 (53 Stat. 1187), between THE UNITED STATES OF AMERICA, and its assigns, hereinafter styled the United States, represented by the officer executing this contract, and JUAN G. VILLALOBOS, a single man, his heirs, successors, and assigns, hereinafter collectively styled the Grantor.

WITNESSETH THAT:

2. For and in consideration of the sum of one dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the United States, and its assigns, an exclusive right, privilege, and easement to construct, replace, operate and maintain ditches, canals, laterals, drains, aqueducts, water conduits, fences, bridges, roads, telephones and telegraph lines, and any other structures or facilities the United States may deem necessary or desirable for the construction, operation, and maintenance of the Rio Grande Project, and the exclusive right, privilege, and easement to remove from or place on earth and rock, with the right of ingress and egress for the purpose of carrying out the easement granted, in and upon that certain tract or parcel of land situate, lying and being in Tracts 9 and 10, Block 40, San Elisario Grant, of the approved surveys of the County of El Paso, State of Texas, and being more particularly described in Schedule A hereof.

3. Any portion of the above described tract of land not fenced by the United States may be used by the Grantor at his own risk, for any purposes which will not, in the opinion of the Project Manager, Rio Grande Project, interfere with the easement herein granted to the United States and in connection with any such use by the Grantor, he agrees to hold the United States harmless from all liability for damage and claims therefor, arising directly or indirectly from such use, and will reimburse the United States for any damages resulting from its use thereof to structures of the United States located on said right of way.

4. This grant of easement is subject to existing rights or easements, if any, in the above described land for railroads, pipe lines, power lines, telephone and telegraph lines, roads, highways, ditches, or canals, and any existing reservation of mineral rights, and the following listed leases:

None

5. This grant of easement is also subject to the following described mortgages, deeds of trust, or other liens and encumbrances and no others:

None

6. The Grantor does hereby covenant that at the delivery of this easement, he is lawfully seized, in his own right, of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the tract of land covered by this easement, free and clear of encumbrances or liens except as listed herein, and will warrant and forever defend that same unto the United States against Grantor, and all and every person or persons whomsoever lawfully claiming or to claim the same.

7. It is expressly stipulated that upon permanent abandonment of this easement, as evidenced by written notice to that effect from the Secretary of the Interior to the occupant, that the right, privilege, and easement granted herein shall terminate and the interest of the United States hereunder shall revert to the Grantor.

8. The United States ^{has programmed} ~~will provide and~~ construct a culvert crossing structure for the convenience of the ~~Grantor~~ ⁱⁿ of a size and design and at a location as determined by the ~~Project Manager~~ ^{government}.

9. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

THE UNITED STATES OF AMERICA

By _____
W. F. Resch, Project Manager
Rio Grande Project
Bureau of Reclamation

GRANTOR

Juan G. Villalobos

SCHEDULE A

A piece or parcel of land situate, lying, and being in the County of El Paso, State of Texas, and being part of Tracts numbered 9 and 10 of Block 40 of the San Elizario Grant according to the resurvey thereof approved by the Commissioners Court of the said County of El Paso on the 13th day of January 1930 A.D., and being more particularly described as follows, to wit:

BEGINNING at the most northerly corner of the property being herein described, a point on the westerly line of the aforesaid Tract 9, Block 40, whence the northwesterly corner of the aforesaid Tract 9, Block 40 bears N. $8^{\circ} 55'$ E., 161.9 feet distant; thence S $49^{\circ} 28' 38''$ E., 1057.5 feet; thence S. $65^{\circ} 10' 04''$ E., 99.7 feet; thence S. $80^{\circ} 51' 30''$ E., 39.4 feet to a point on the easterly line of the aforesaid Tract 10, Block 40, whence the northeasterly corner of aforesaid Tract 10, Block 40 bears N. $9^{\circ} 13'$ E., 940.2 feet distant; thence along the easterly line of the aforesaid Tract 10, Block 40, S. $9^{\circ} 13'$ W., 100.0 feet to the most southeasterly corner of the property being herein described; thence N. $80^{\circ} 51' 30''$ W., 67.4 feet; thence N. $65^{\circ} 10' 04''$ W., 99.7 feet; thence N. $49^{\circ} 28' 38''$ W., 1024.1 feet to a point on the westerly line of the aforesaid Tract 9, Block 40; thence along the westerly line of the aforesaid Tract 9, Block 40, N. $8^{\circ} 55'$ E., 117.4 feet to the place of beginning, containing 2.75 acres, more or less, all as shown on copy of drawing numbered 23-503-6199 attached hereto and made a part hereof.

CERTIFICATE OF TITLE

This is to certify that I, Gertrude Attaway, Engineering Draftsman, Rio Grande Project, Bureau of Reclamation, Department of the Interior, made a thorough search of the title to the property described in Schedule A hereof, and that the title to said property was indefeasibly vested in fee simple of record in Juan G. Villalobos as of the First day of November, 1960, free and clear of all encumbrances, defects, interests, and all other matters whatsoever, either of record or otherwise known to me, impairing or adversely affecting the title to said property except as follows:

1960 State and County Taxes - \$64.83
1960 Assessment due E.P.C.W.I.D. #1 - \$228.89

Gertrude Attaway
(Miss) Gertrude Attaway

CERTIFICATE OF INSPECTION AND POSSESSION

I, Alfred L. Hulbert Engineering Technician Ysleta,
Irrigation Field Branch, Rio Grande Project, Bureau of Reclamation,
hereby certify that on the 4 day of November, 1960, I made a
personal examination and inspection of that certain tract or parcel of
land situated in the County of El Paso, State of Texas, and more parti-
cularly described in SCHEDULE A hereof and containing 2.75 acres of
land, more or less, easement on said land proposed to be acquired by the
United States of America in connection with the Rio Grande Project from
Juan G. Villalobos.

1. That I am fully informed as to the boundaries, lines and corners of said parcel, that I found no evidence of any work or labor having been performed or any materials having been furnished in connection with the making of any repairs or improvements on said land, and that I made careful inquiry of the above named vendor and ascertained that nothing had been done on or about said premises within the past 12 months that would entitle any person to a lien upon said premises for work or labor performed or materials furnished.

2. That I also made inquiry of the above named vendor as to the rights of possession of any person or persons known to him and neither found any evidence nor obtained any information showing or tending to show that any person had any rights of possession or other interest in said premises adverse to the rights of the above named vendor or of the United States of America.

3. That I was informed by the above named vendor that to the best of his knowledge and belief there is no outstanding unrecorded deed, mortgage, lease, contract, or other instrument adversely affecting the title to said premises, except as follows: None

4. That to the best of my knowledge and belief after actual and diligent inquiry and physical inspection of said premises there is no evidence whatever of any vested or accrued water rights for mining, agricultural, or other purposes, nor any ditches or canals constructed by or being used thereon under the authority of the United States, except the None

nor any exploration or operations whatever for the development of coal, oil, gas, or other minerals on said lands; and that there are no possessory rights now in existence owned or being actively exercised by any third party under any reservation contained in any patent or patents issued by the United States for said land.

5. That to the best of my knowledge and belief, based upon actual and diligent inquiry made, there is no outstanding right whatsoever in any person to the possession of said premises nor any outstanding right, title, interest, lien, or estate existing or being asserted in or to said premises except such as are disclosed and evidenced by the public records.

/s/ Alfred L. Hulbert

Dated this 4 day of November, 1960.

APPROVED:

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF EL PASO)

Before me, Charles W. Hetrick, a Notary Public in and for El Paso County, State of Texas, on this day personally appeared W. F. Resch, Project Manager, Bureau of Reclamation, Rio Grande Project, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same as the act of the United States of America for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 1960, A. D.

Charles W. Hetrick, Notary Public
in and for El Paso County, Texas

My commission expires June 1, 1961

SEAL

ACKNOWLEDGMENT

STATE OF)
COUNTY OF)

Before me, _____, a Notary
Public in and for _____, on this day
personally appeared _____, known to
me to be the person described herein and who executed the foregoing
instrument and acknowledged that he executed the same as his free
act and deed.

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

SEAL

My Commission Expires _____

INTER-OFFICE TRANSMITTAL

FORM 7-1373
(2-55)
BUREAU OF RECLAMATION

EXISTING STOCK OF PREVIOUS
EDITIONS MAY BE USED

GPO 842669

380-

SEND BY:

FIRST CLASS AIR MAIL LOWEST RATE FOR ACTION INFORMATION

TO: COMMISSIONER CODE _____ PROJECT OFFICE

COMMISSIONER'S OFFICE DENVER CODE _____ CONSTRUCTION ENGINEER

REGIONAL DIRECTOR REGION CODE _____

OTHER (Specify)

FROM: OFFICE Ysleta, Texas

CODE _____ NAME OR INITIAL William E. Brady CHIEF, YSLETA DATE Nov 7-60
IDENTIFICATION FIELD BRANCH

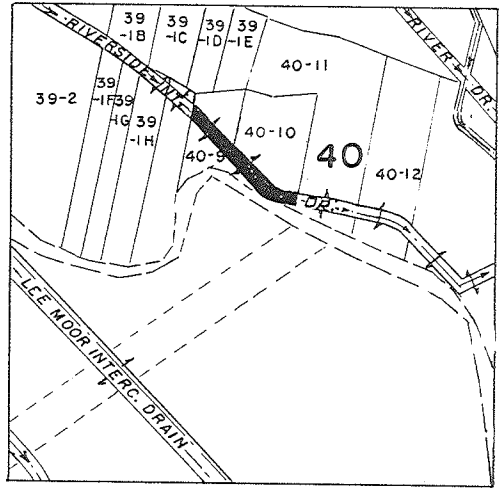
REMARKS: (If transmitting 2nd, 3rd, or 4th class matter, limit remarks to list of material and reference to order or request.)

Mr. Villalobos says he will pay his County tax just as soon as he receives the notice.

NOV 8 1960

EL PASO, TEXAS		Route to:	Initial
Manager	<input checked="" type="checkbox"/>		<i>W.E.B.</i>
Asst. Mgr.	<input checked="" type="checkbox"/>		
Adm. Asst.	<input type="checkbox"/>		
Power	<input type="checkbox"/>		
Engr.	<input type="checkbox"/>		
Off. Engr.	<input type="checkbox"/>		
Programs	<input type="checkbox"/>		
Hydro.	<input type="checkbox"/>		
Pers.	<input type="checkbox"/>		
Finance	<input type="checkbox"/>		
Supply	<input type="checkbox"/>		
Safety	<input type="checkbox"/>		
Secretary	<input type="checkbox"/>		
File	<input type="checkbox"/>		
Copy to:		Date	
Elephant Butte	<input type="checkbox"/>		
Las Cruces	<input type="checkbox"/>		
Ysleta	<input type="checkbox"/>		

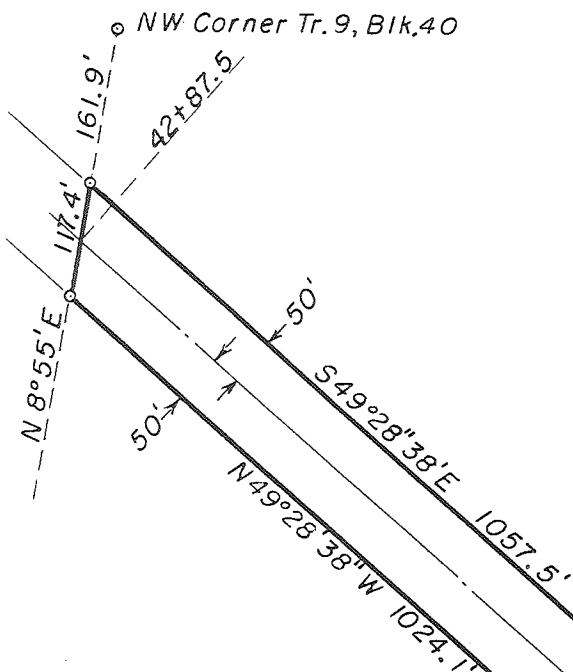
Use when letter is not required and material is not self-transmitting. Use for informal questions, answers, and comments between offices which do not warrant filing of copies for record purposes.



LOCATION PLAT

1000 0 2000
SCALE OF FEET

TRACTS 9 AND 10, BLOCK 40,
SAN ELIZARIO GRANT,
EL PASO COUNTY TEXAS.
SURVEY APPROVED BY
COMMISSIONER'S COURT
JAN. 13, 1930.



P.I. 31+00
Δ= 31° 22'
T= 100.0
R= 356.16
L= 194.98

To NE corner
Tr. 10, Blk. 40

JUAN G. VILLALOBOS
TO
THE UNITED STATES OF AMERICA
2.75 Ac.

100 0 200
SCALE OF FEET.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
RIO GRANDE PROJECT-NEW MEX.-TEX.
**RIVERSIDE INTERCEPTING DRAIN
RIGHT OF WAY**

DRAWN E.R.J. SUBMITTED [Signature]
 TRACED [Signature] RECOMMENDED [Signature]
 CHECKED [Signature] APPROVED [Signature]

EL PASO, TEXAS OCT. 13, 1960. 23-503-6199

OFFICIAL FILE COPY

Date	Surname	Code
	<i>JHR</i>	

Eng

October 21, 1960

To: Chief, Ysleta Irrigation Field Branch

From: Project Manager

Subject: Contract and Grant of Right of Way Easement - Juan G. Villalobos

Attached are the original and duplicate original of Contract and Grant of Right of Way Easement whereby Juan G. Villalobos is granting right of way to the United States for the reconstruction of the Riverside Intercepting Drain. Please have Mr. Villalobos sign both copies of this agreement, having his signature notarized on the attached form. Also, you should point out to Mr. Villalobos that it will be necessary for him to pay this year's taxes and water charges before we can execute the agreement on behalf of the United States.

There is also attached, in duplicate, a Certificate of Inspection and Possession which should be completed by someone from your office, preferably Mr. A.L. Hulbert. Return these when you return the copies of the easement agreement.

W. F. Resch

Enclosures

380. -

MLSenr

OFFICIAL FILE COPY

Date	Surname	Code
2/17	MRB	

Eng

February 17, 1961

To: Chief, Ysleta Irrigation Field Branch
From: Acting Project Manager
Subject: Contract and Grant of Right-of-Way Easement Juan G. Villalobos

Attached is the duplicate original of the subject document. Please deliver this to Mr. Villalobos.

T. H. Moser

Enclosure

~~ORIGINAL~~

Retyped
12-20-1960

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
RIO GRANDE PROJECT, NEW MEXICO-TEXAS

CONTRACT AND GRANT OF RIGHT OF WAY EASEMENT

THIS CONTRACT, made this _____ day of _____, 19____, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, including particularly the Reclamation Project Act of 1939 (53 Stat. 1187), between THE UNITED STATES OF AMERICA, and its assigns, hereinafter styled the United States, represented by the officer executing this contract, and JUAN G. VILLALOBOS, a single man, his heirs, successors, and assigns, hereinafter collectively styled the Grantor.

WITNESSETH THAT:

2. For and in consideration of the sum of one dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the United States, and its assigns, an exclusive right, privilege, and easement to construct, replace, operate and maintain ditches, canals, laterals, drains, aqueducts, water conduits, fences, bridges, roads, telephone and telegraph lines, and any other structures or facilities the United States may deem necessary or desirable for the construction, operation, and maintenance of the Rio Grande Project, and the exclusive right, privilege, and easement to remove from or place on earth and rock, with the right of ingress and egress for the purpose of carrying out the easement granted, in and upon that certain tract or parcel of land situate, lying and being in Tracts 9 and 10, Block 40, San Elizario Grant, of the approved surveys of the County of El Paso, State of Texas, and being more particularly described in Schedule A hereof.

3. Any portion of the above described tract of land not fenced by the United States may be used by the Grantor at his own risk, for any purposes which will not, in the opinion of the Project Manager, Rio Grande Project, interfere with the easement herein granted to the United States and in connection with any such use by the Grantor, he agrees to hold the United States harmless from all liability for damage and claims therefor, arising directly or indirectly from such use, and will reimburse the United States for any damages resulting from its use thereof to structures of the United States located on said right of way.

4. This grant of easement is subject to existing rights or easements, if any, in the above described land for railroads, pipe lines, power lines, telephone and telegraph lines, roads, highways, ditches, or canals, and any existing reservation of mineral rights, and the following listed leases:

None

5. This grant of easement is also subject to the following described mortgages, deeds of trust, or other liens and encumbrances and no others:

None

6. The Grantor does hereby covenant that at the delivery of this easement, he is lawfully seized, in his own right, of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the tract of land covered by this easement, free and clear of encumbrances or liens except as listed herein, and will warrant and forever defend that same unto the United States against Grantor, and all and every person or persons whomsoever lawfully claiming or to claim the same.

7. It is expressly stipulated that upon permanent abandonment of this easement, as evidenced by written notice to that effect from the Secretary of the Interior to the occupant, that the right, privilege, and easement granted herein shall terminate and the interest of the United States hereunder shall revert to the Grantor.

8. The United States will provide and construct a culvert crossing structure for the convenience of the Grantor of a size and design and at a location as determined by the Project Manager.

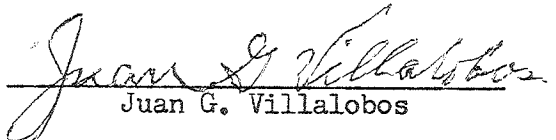
9. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

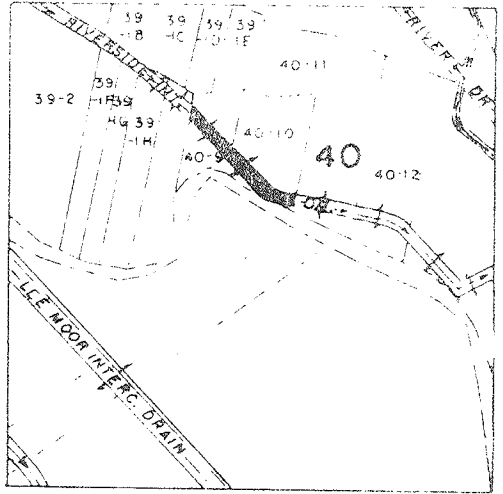
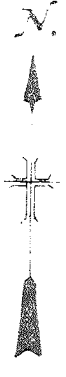
THE UNITED STATES OF AMERICA

By _____
W. F. Resch, Project Manager
Rio Grande Project
Bureau of Reclamation

GRANTOR



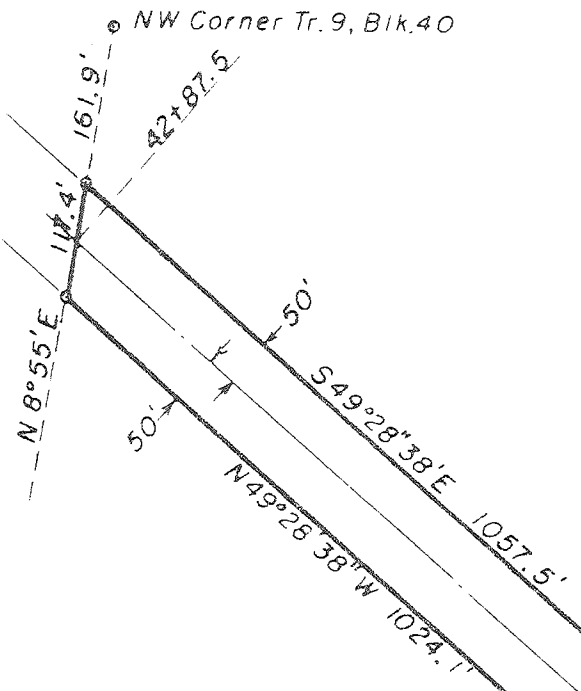
Juan G. Villalobos



LOCATION PLAT

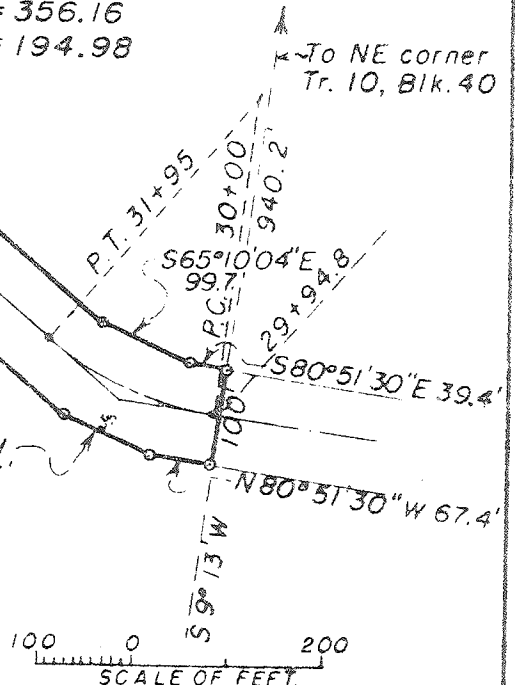
1000 0 2000
SCALE OF FEET

TRACTS 9 AND 10, BLOCK 40,
SAN ELIZARIO GRANT,
EL PASO COUNTY, TEXAS.
SURVEY APPROVED BY
COMMISSIONER'S COURT
JAN. 13, 1930.



P. I. 31+00
 $\Delta = 31^\circ 22'$
T = 100.0
R = 356.16
L = 194.98

JUAN G. VILLALOBOS
TO
THE UNITED STATES OF AMERICA
2.75 Ac.

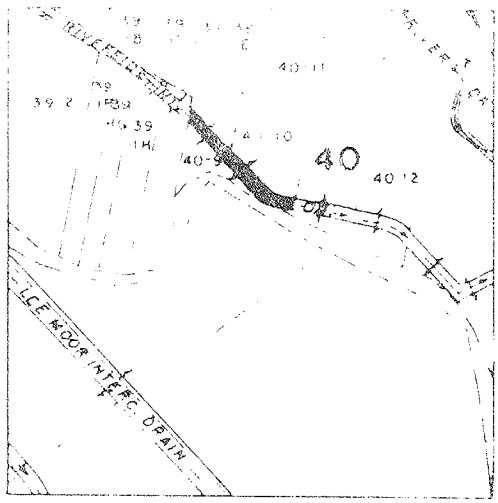


100 0 200
SCALE OF FEET

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
RIO GRANDE PROJECT-NEW MEX.-TEX.
RIVERSIDE INTERCEPTING DRAIN
RIGHT OF WAY

DRAWN E.R.J. SUBMITTED [Signature]
TRACED [Signature] RECOMMENDED [Signature]
CHECKED [Signature] APPROVED [Signature]

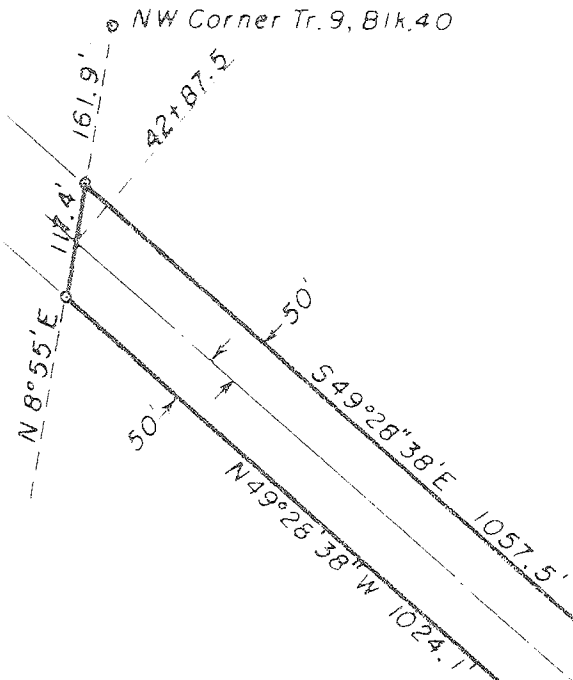
EL PASO, TEXAS OCT 13, 1960. 23-503-6199



LOCATION PLAT

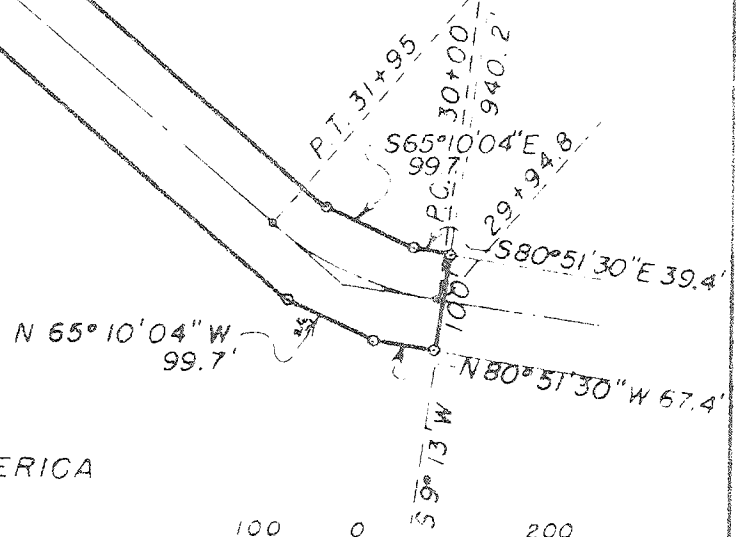
1000 0 2000
SCALE OF FEET

TRACTS 9 AND 10, BLOCK 40,
SAN ELIZARIO GRANT,
EL PASO COUNTY TEXAS.
SURVEY APPROVED BY
COMMISSIONER'S COURT
JAN. 13, 1930.



P.I. 31+00
 $\Delta = 31^{\circ} 22'$
T = 100.0
R = 356.16
L = 194.98

To NE corner
Tr. 10, Blk. 40



JUAN G. VILLALOBOS
TO
THE UNITED STATES OF AMERICA
2.75 AC.

100 0 200
SCALE OF FEET

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION	
RIO GRANDE PROJECT-NEW MEX-TEX. RIVERSIDE INTERCEPTING DRAIN RIGHT OF WAY	
DRAWN <u>E.R.J.</u>	SUBMITTED <u>A.S. Drake</u>
TRACED <u>✓</u>	RECOMMENDED <u>✓</u>
CHECKED <u>M.P.D.</u>	APPROVED <u>A. H. ...</u>
EL PASO, TEXAS	OCT 13, 1960. 23-503-6199

OFFICIAL FILE COPY

Date	Surname	Code

Eng

September 2, 1960

Mr. Juan Villalobos
Box 44
Clint, Texas

Dear Mr. Villalobos:

During February 1955 you filled in a portion of the Riverside Intercepting Drain through Tracts 9 and 10, Block 40, San Elizario Grant. At that time you were advised by Project personnel of our Ysleta Field Branch that this was a permanently-required drain, even though it was dry at that time because of the heavy irrigation pumping during the drought period. You were advised that the drain would have to be reopened.

Sometime after that date, you opened a ditch in a new location along the west boundary of your property. The alignment of this ditch is not in the same location as the drain that you filled in, and has several undesirable turns or bends in it. The ditch that you constructed as a replacement for the segment of the Riverside Intercepting Drain is not satisfactory; the cross section is too small, the bottom grade is much too high, and the alignment is of such a nature that maintenance upkeep will be increased. You were contacted at that time and advised that the new ditch which you excavated to serve as a replacement drain was inadequate and that the drain should be restored in its original location, grade, and cross section.

The water situation during the past several years is resulting in ground water conditions approaching normal, with the result that the inadequacy of that segment of the drain that was moved is now clearly evident. In order to relieve this situation, for the protection not only of your property but also for adjoining properties, you are requested to restore the drain in its original location, the depth and cross section to be established by Ysleta Field Office personnel. Mr. Brady, Chief of the Ysleta Field Branch, will contact you in the immediate future for the purpose of discussing the matter with you and advising as to the condition that is developing.

Sincerely yours,

W. F. Resch
Project Manager

Copy to: Regional Director
Field Solicitor
Chief, Ysleta Irrigation Field Branch

JUL 12 1960

Ysleta Irrigation Field Branch
July 7, 1960

also forward to Mr. [unclear]?

Director		
Asst. Dir.		
Chief Eng.		
Chief Agr.		
Chief Ins.		
Chief Inv.		
Chief Lab.		
Chief Plan.		
Chief Rec.		
Chief Supp.		
Chief Tech.		
Chief Trng.		
Chief Insp.		
Chief Sec'y		
Chief Clk.		
Chief Mail		
Chief Libr.		
Chief Arch.		
Chief Phot.		
Chief Rep.		
Chief Com.		
Chief Transp.		
Chief Equip.		
Chief Maint.		
Chief Fuel		
Chief Water		
Chief Power		
Chief Comm.		
Chief Safety		
Chief Health		
Chief Welfare		
Chief Legal		
Chief Public Aff.		
Chief Ext. Aff.		
Chief Int. Aff.		
Chief Liaison		
Chief Coord.		
Chief Adm. Serv.		
Chief Gen. Inv.		
Chief Unk.		
File		
Copy to:		Date
Elephant Butte		
Las Cruces		

To: Project Manager, W. F. Resch

From: Chief, Ysleta Irrigation Field Branch

Subject: Alignment Riverside Intercepting Drain through San Elizario Grant, Block 40, Tracts 9 and 10

During February 1955 it was discovered that Juan Villalobos owner of San Elizario Grant, block 40 tracts 9 and 10 was filling in the Riverside Intercepting drain through this property. He was informed to reopen it and he did by relocating.

The relocation is unsatisfactory with regard to alignment. Two sharp curves and a longer route are the main objections. It is also too close to adjoining property unless they will provide part of the right-of-way for maintenance purposes.

The cross section of the relocated drain is too small and has already interfered with the normal flow. Last year part of Lee Moor's farm was water-logged or seeped and some cotton was damaged due to this section of drain backing up the normal flow.

Attached are remarks by Mr. Hulbert regarding contacts with Mr. Villalobos. Also a planetable sheet showing the present and old location of the drain together with field book No. 3135 are submitted separately.

William C. Brady
William C. Brady

23-PT-503-693

July 1, 1960

Following taken from Diary of Alfred L. Hulbert, 1955, in regards to contacts with Mr. Juan Villalobos

On February 14, 1955, found heavy equipment filling in Riverside Interc. drain through Villalobos farm near Cuadrilla. Told the operator that this was a functioning drain and that we could not allow it to be back-filled.

On February 15, 1955, a contact was made with Juan Villalobos regarding him back-filling Riverside Interc. drain in San Elizario Grant, Block 40, Tracts 9 and 10. Mr. Villalobos was informed that although the drain was dry at present that it was a functioning drain, quite long, and would have to be reopened.

On February 23, 1955, no work had been done in regards to re-opening the Riverside Interc. drain. Villalobos was contacted at his bus station office and informed that the drain would have to be reopened within 30 days, otherwise, he would be held liable for any damages which might occur from said filling. Mr. Villalobos agreed to open the drain.

March 1, 1955. No work on the drain had been done. Mr. Villalobos assured me that he would open the drain soon.

Shortly thereafter the drain was reopened, in a new location, (that is along the West Boundary of Tracts 9 and 10, Block 40, San Elizario Grant.) The new location was very crooked and involved several sharp turns. The new drain was poorly constructed and the section was small and inadequate. On Monday, March 21, 1955, Villalobos was contacted and told that the drain was inadequate as constructed and would have to be restored to its original location and to the original cross section. Mr. Villalobos did not make any comment or indicate what his intentions were regarding this.

The drain has not been restored to its original location as of this date. A plane table sheet showing approximate original location and present location was made and is attached.

As was noted, the drain as relocated by Mr. Villalobos has several sharp turns and the cross-sectional area is inadequate. To leave the drain in its present location would necessitate complete rebuilding. Because of the present drain location near the adjoining property the drain center line would need to be moved approximately 50 feet to the left. This then would permit an access road on the right bank. The alignment would remain very poor however, and would probably require continual maintenance, at least until the banks became stabilized.

To restore the drain to its original location would be more satisfactory from a point of alignment and future maintenance.

A profile and cross-sections of the drain at present is enclosed in Field Book No. 3135.

County Records

USBR Records

SE 40-9

2.81 SCC
 4.83 Susp.
No drain ROW
 7.64

2.81 SCC
 3.55 Susp.
1.28 Drain ROW
 7.64

SE 40-10

10.52 SCC
 3.04 Susp.
No drain ROW
 13.56

10.52 SCC
 1.12 Susp.
1.92 Drain ROW
 13.56

From 1937 thru 1940 area of drain on our records
 as follows:

SE40-9 1.35 ac.

SE40-10 2.26 ac.

Revised to present figures in 1941

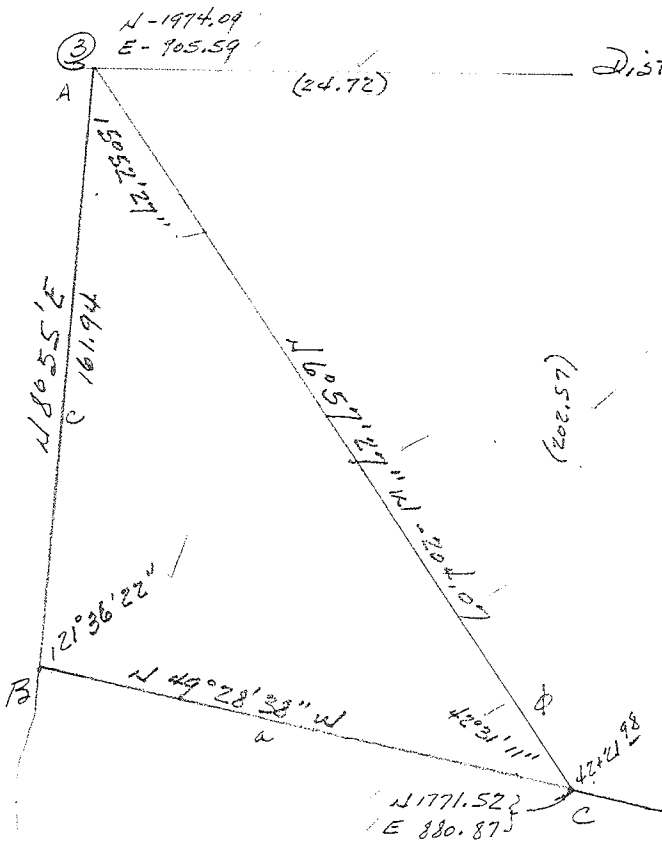
County resurvey in 1928

Riverside Inter. Drain.
S.E. Bl. 40, Tr. 9 & 10

COMPUTED BY M.L.S. DATE 10/3/60

CHECKED BY [Signature] DATE 10/4/60

(2)



$$\begin{aligned} \text{Dist } \textcircled{2} - 42 + 21.98 &= \sqrt{(24.72)^2 + (202.57)^2} \\ &= \sqrt{611.08 + 41,034.60} \\ &= \sqrt{41,645.68} \\ &= \underline{204.07} \checkmark \end{aligned}$$

$$\begin{aligned} \tan \phi &= \frac{24.72}{202.57} = .1220319 \checkmark \\ \phi &= 6^\circ 57' 27'' \checkmark \end{aligned}$$

$$a = \frac{b \sin A}{\sin B} = \frac{204.07 \sin 15^\circ 52' 27''}{\sin 121^\circ 36' 22''} = \frac{204.07 \times .27352556}{.85167104} = \underline{65.54} \checkmark$$

$$c = \frac{b \sin C}{\sin B} = \frac{204.07 \sin 42^\circ 31' 11''}{\sin 121^\circ 36' 22''} = \frac{204.07 \times .67584395}{.85167104} = \underline{161.94} \checkmark$$

$$\begin{array}{r} 42 + 21.98 \checkmark \\ \underline{65.54 \checkmark} \\ 42 + 87.52 \checkmark \end{array}$$

Riverside Inter. Drain.

S. E. Bl. 40 Tr. 9th 10

3

COMPUTED BY A.L.S. DATE 10/2/60

CHECKED BY ERJ DATE 10-4-60

Curve Data

$$\Delta = 31^{\circ}22' \quad \frac{\Delta}{2} = 15^{\circ}41'$$

$$T = 100.0$$

$$R = T \cot \frac{\Delta}{2} = 100 \cot 15^{\circ}41' = 100 (3.5615900) \\ = \underline{356.16}$$

$$L = 356.16 \times .5474516 \\ = \underline{194.98}$$

$$E = R \operatorname{Exsec} \frac{\Delta}{2} = 356.16 \operatorname{Exsec} 15^{\circ}41' \\ = 356.16 \times .0386692 \\ = \underline{13.77}$$

Rio Grande Project

Computed by d.l.s. 10/3/60
 Checked ESJ 10/4/60

Feature Riverside Later. Drain Sheet 4 of

Sta.	Azimuth or		Dist.	Cos.	Sin.	Latitude		Departure		Coordinates		
	Defl. Angle	Bearing				N +	S -	E +	W -	N	E	
NE Cr. 10											2000.00	2000.00
29+94.82		S 99°13'W	990.24	987.8972	160.16833	977.46		158.61			1022.54	1841.39
PC 30+00		N 80°51'30"W	5.18	158.87609	987.2853	0.82		5.11			1023.36	1836.28
P.T. 31+00		N 80°51'30"W	100.00	158.87609	987.2853	15.89		98.73			1039.25	1737.55
P.T. 31+94.78		N 49°28'38"W	100.00	649.75029	760.14772	64.98		76.01			1104.23	1661.54
22+21.98		N 49°28'38"W	1047.00	649.75029	760.14772	667.29		780.67			1776.52	880.87

①

$$\begin{aligned}
 KL = L'M' &= \frac{50}{\cos 31^{\circ}36'22''} / \\
 &= \frac{50}{.85167104} / \\
 &= \underline{58.71} /
 \end{aligned}$$

$$\begin{aligned}
 KN = H'L &= 58.71 \sin 31^{\circ}36'22'' \\
 &= 58.71 (.52407675) \\
 &= \underline{30.77} /
 \end{aligned}$$

$$\begin{aligned}
 \text{Then: } KE' &= LI + KN - H'I - E'F \\
 &= 1092.54 + 30.77 - 14.05 - 51.77 \\
 &= \underline{1057.49} /
 \end{aligned}$$

$$\begin{aligned}
 \text{Then: } MJ' &= LI - LN' + H''I' - J'I' \\
 &= 1092.54 - 30.77 + 14.05 - 51.77 \\
 &= \underline{1024.05} /
 \end{aligned}$$

Original

380.1

OFFICIAL FILE COPY

Date	Surname	Code

February 17, 1961

To: Regional Director
Attn: 5-420

From: Acting Project Manager

Subject: Contract and Grant of Right-of-Way Easement - Juan G. Villalobos - Rio Grande Project.

Attached is a conformed copy of the subject contract for your files. This instrument is for the purpose of firming up right-of-way previously occupied by the drainage facility and does not increase the acreage of right-of-way easements.

T. H. Moser

In duplicate

Enclosure

OFFICIAL FILE COPY

Date	Surname	Code

December 20, 1960

To: Chief, Ysleta Irrigation Field Branch

From: Acting Project Manager

Subject: Contract and Grant of Right-of-Way Easement - Juan G. Villalobos

Upon legal review of the subject contract, it was determined that Article 8 should be revised. Therefore, we have prepared a revised draft of the contract for you to have Mr. Villalobos sign.

At the time the title search was made on this property, it was found that the County taxes and the assessments to the El Paso County Water Improvement District No. 1 had not been paid. Please advise Mr. Villalobos that as soon as these taxes and charges are paid we will execute the contract.

Please return both copies of the contract to this office after they are signed.

T. H. Moser

Enclosures 2



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

REGIONAL OFFICE, REGION 5
P. O. BOX 1609
AMARILLO, TEXAS

IN REPLY
REFER TO: 5-420

DEC 16 1960

DEC 19 1960

380

EL PASO, TEXAS	
Route to:	Initials
Manager	✓
Asst. Dir.	✓
Adm. Asst.	
Power	
Eng.	
Engr. Div.	
Dist. Div.	
Per.	
Finance	
Supply	
Sec'y	
File	
Copy to:	Date
Elephant Butte	
Las Cruces	
Yelba	

To: Project Manager, El Paso, Texas

From: Regional Director

Subject: Contract and Grant of Right-of-Way Easement -- Juan G. Villalobos - Rio Grande Project (Your letters dated November 10 and 29, 1960)

In response to your above-subject letters, attached is a copy of the Field Solicitor's memorandum dated December 13, 1960, concerning the subject contract.

Attachment

Copy to: Field Solicitor, Amarillo, Texas
(w/o attach)



400

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR
FIELD SOLICITOR
P. O. BOX 1609
211 OLD POST OFFICE BUILDING
AMARILLO, TEXAS

December 13, 1960

6950

Memorandum

To: Regional Director, Attention: 5-400

From: Field Solicitor

Subject: Contract and Grant of Right-of-Way Easement -- Juan G. Villalobos - Rio Grande Project

Please refer to the Project Manager's letter of November 10, 1960, and enclosed draft of "Contract and Grant of Right-of-Way Easement"; the Regional Director's reply of November 28, 1960; and the Project Manager's letter of November 29, 1960, each with subject essentially as above.

Assuming that the Riverside Intercepting Drain is to be reopened through the property of Juan G. Villalobos in a different location than when originally constructed in 1930, the form of "Contract and Grant of Right-of-Way Easement" furnished with the Project Manager's letter of November 10, 1960, is approved subject to striking of the word "collectively" in the last line of the first paragraph. ~~NO.~~

If the Riverside Intercepting Drain is to be reopened through the property of Juan G. Villalobos in the same location as that on which it was originally constructed in 1930, no additional consideration moves to the United States and Paragraph 8 of the draft submitted with the Project Manager's letter of November 10, should be deleted or revised to reflect construction of the culvert for the convenience and benefit of the Government. In the latter event, Paragraph 8 could read somewhat as follows:

✓ "8. To facilitate project operation and maintenance, the United States will construct a culvert crossing across its Riverside Intercepting Drain on lands described in Schedule "A", the size, design, and location of such crossing to be determined by the Project Manager, Rio Grande Project." Insert

It will be noted that there is a seeming conflict between the first sentence of the first paragraph and the first sentence of the last paragraph of the Project Manager's letter of November 29, 1960. Our approval of the Contract and Grant of Right-of-Way Easement is given in the alternative to permit resolution of the problem under either of two possible meanings of the conflicting statements. Under the situation where the Riverside Intercepting Drain is to be reconstructed in the identical location as the 1930 construction, a recited consideration of \$1.00 for the Contract and Grant of Right-of-Way Easement is proper. However, the recitation of additional consideration (a culvert crossing to be constructed for the convenience of the Grantor) is not authorized, since the Government already owns the right to construct, maintain, and operate a drain in the described location. Therefore, if the drain is to be constructed in the 1930 location, the Project Manager may either (1) strike Paragraph 8 of his draft and renumber the remaining paragraph; or (2) if it will benefit his relationship with the land owner, he may insert the above-suggested Paragraph 8. If the drain is to be constructed in a different location, approval of the draft is as set forth in the second paragraph of this letter.

*In view of
re-proposed*

We recommend that with one of the alternative modifications suggested above, the Contract and Grant of Right-of-Way Easement proposed by the Project Manager be executed, with acknowledgments, and recorded in the land records of El Paso County, Texas.

Frederic K. Gray

In Duplicate



UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR

FIELD SOLICITOR
P. O. BOX 1609
211 OLD POST OFFICE BUILDING
AMARILLO, TEXAS

November 21, 1960

380,-

NOV 23 1960		
code	out	initialed
400		<i>[Signature]</i>
11-29-60		

6950

Memorandum

To: Chief, Operations Division

From: Field Solicitor

Subject: Contract and Grant of Right-of-Way Easement --
Juan G. Villalobos, Rio Grande Project

Inasmuch as there was not furnished with the Project Manager's letter of November 10, 1960, adequate information for us to determine the legal sufficiency of the proposed "Contract and Grant of Right-of-Way Easement", we suggest the attached letter to the Project Manager in lieu of that originated in your Division.

[Signature]
Field Solicitor

Attachment

OFFICIAL FILE COPY

Date	Surname	Code
	JR	

November 29, 1960

To: Regional Director
Attn: 5-400 (6950)

From: Project Manager

Subject: Contract and Grant of Right-of-Way Easement--Juan G. Villalobos - Rio Grande Project
(Your letter of November 28, 1960)

The Riverside Intercepting Drain, through the property of Juan G. Villalobos, was originally constructed in 1930 in the same location as covered by this easement. No right-of-way document of any kind was obtained on this land nor was it covered by a stock subscription contract. Moreover, the County records have shown this to be in private ownership and this right-of-way was never removed from the County tax rolls. Normally, land occupied by our irrigation and drainage ditches is removed from the tax rolls whether the right-of-way is covered by any sort of document or not.

During February 1955, Mr. Villalobos covered over this section of the drain. At that time he was advised that this was a permanently required drain even though it was dry at that time because of the heavy pumping during the drouth period. He was told that the drain would have to be reopened.

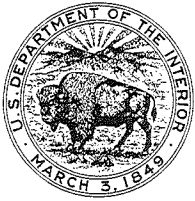
Some time after that date he opened the ditch in a new location along the west boundary of his property. The new location was unsatisfactory in that it contained several sharp turns; also, the cross section of the ditch was not satisfactory being too small in cross section and too high in grade.

When the water situation began to approach normal conditions, and the drain again started flowing, the inadequacy of the new segment of the drain became clearly evident. In order to correct this situation, Mr. Villalobos was advised that the drain would have to be restored in the original location; therefore, this work would undoubtedly be considered a relocation of an existing drain. The drain has already been opened up to relieve a critical ground water situation.

Because this new location for the drain divides the property of Mr. Villalobos, it was felt that the culvert should be provided as consideration for isolating a portion of his land. Although no appraisal has been made of the right-of-way, the cost of the proposed culvert will probably not exceed the value of the land, plus the damages caused to the remainder of his property resulting from the isolation of part of the tract.

W. F. Resch

In duplicate



RIO GRANDE

380,-

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RIO GRANDE PROJECT
211 U. S. COURT HOUSE
EL PASO TEXAS

November 29, 1960

IN REPLY
REFER TO:

400		
✓		

12-2-60

To: Regional Director
Attn: 5-400 (6950)

From: Project Manager

Subject: Contract and Grant of Right-of-Way Easement--Juan G. Villalobos - Rio Grande Project
(Your letter of November 28, 1960)

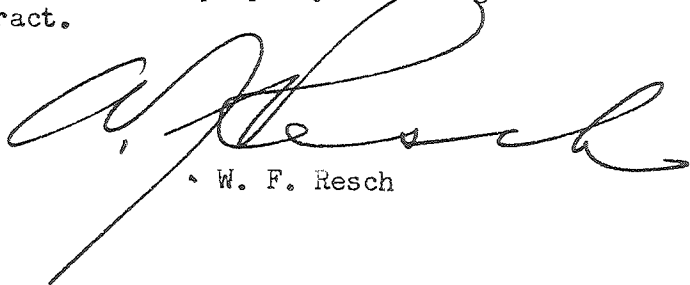
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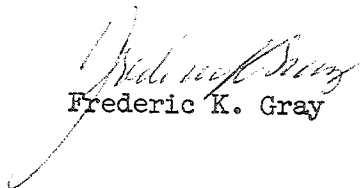
A handwritten signature in cursive script, appearing to read 'W. F. Resch', is written over a diagonal line that extends from the bottom left towards the center of the signature.

W. F. Resch

In duplicate

It will be noted that there is a seeming conflict between the first sentence of the first paragraph and the first sentence of the last paragraph of the Project Manager's letter of November 29, 1960. Our approval of the Contract and Grant of Right-of-Way Easement is given in the alternative to permit resolution of the problem under either of two possible meanings of the conflicting statements. Under the situation where the Riverside Intercepting Drain is to be reconstructed in the identical location as the 1930 construction, a recited consideration of \$1.00 for the Contract and Grant of Right-of-Way Easement is proper. However, the recitation of additional consideration (a culvert crossing to be constructed for the convenience of the Grantor) is not authorized, since the Government already owns the right to construct, maintain, and operate a drain in the described location. Therefore, if the drain is to be constructed in the 1930 location, the Project Manager may either (1) strike Paragraph 8 of his draft and renumber the remaining paragraph; or (2) if it will benefit his relationship with the land owner, he may insert the above-suggested Paragraph 8. If the drain is to be constructed in a different location, approval of the draft is as set forth in the second paragraph of this letter.

We recommend that with one of the alternative modifications suggested above, the Contract and Grant of Right-of-Way Easement proposed by the Project Manager be executed, with acknowledgments, and recorded in the land records of El Paso County, Texas.


Frederic K. Gray

In Duplicate

730XDEC14

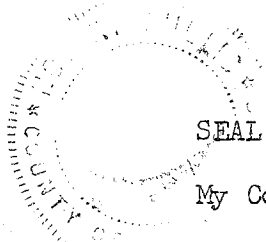
ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

Before me, J. A. [Signature], a Notary Public in and for El Paso County, Texas, on this day personally appeared Juan G. Villalobos, known to me to be the person described herein and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Given under my hand and seal of office this 33rd day of December, 1960, A.D.

[Signature]
Notary



My Commission Expires June 1st 1961.

CERTIFICATE OF INSPECTION AND POSSESSION

I, Alfred L. Hulbert, Engineering Technician, Ysleta,
Irrigation Field Branch, Rio Grande Project, Bureau of Reclamation,
hereby certify that on the 4 day of November, 1960, I made a
personal examination and inspection of that certain tract or parcel of
land situated in the County of El Paso, State of Texas, and more parti-
cularly described in SCHEDULE A hereof and containing 2.75 acres of
land, more or less, easement on said land proposed to be acquired by the
United States of America in connection with the Rio Grande Project from
Juan G. Villalobos.

1. That I am fully informed as to the boundaries, lines and corners of said parcel, that I found no evidence of any work or labor having been performed or any materials having been furnished in connection with the making of any repairs or improvements on said land, and that I made careful inquiry of the above named vendor and ascertained that nothing had been done on or about said premises within the past 12 months that would entitle any person to a lien upon said premises for work or labor performed or materials furnished.

2. That I also made inquiry of the above named vendor as to the rights of possession of any person or persons known to him and neither found any evidence nor obtained any information showing or tending to show that any person had any rights of possession or other interest in said premises adverse to the rights of the above named vendor or of the United States of America.

3. That I was informed by the above named vendor that to the best of his knowledge and belief there is no outstanding unrecorded deed, mortgage, lease, contract, or other instrument adversely affecting the title to said premises, except as follows: None.

4. That to the best of my knowledge and belief after actual and diligent inquiry and physical inspection of said premises there is no evidence whatever of any vested or accrued water rights for mining, agricultural, or other purposes, nor any ditches or canals constructed by or being used thereon under the authority of the United States, except the None

nor any exploration or operations whatever for the development of coal, oil, gas, or other minerals on said lands; and that there are no possessory rights now in existence owned or being actively exercised by any third party under any reservation contained in any patent or patents issued by the United States for said land.

5. That to the best of my knowledge and belief, based upon actual and diligent inquiry made, there is no outstanding right whatsoever in any person to the possession of said premises nor any outstanding right, title, interest, lien, or estate existing or being asserted in or to said premises except such as are disclosed and evidenced by the public records.

Cepral L. Herbert

Dated this 4 day of November, 1960.

APPROVED:

S U P P L E M E N T A L C E R T I F I C A T E

I, Gertrude Attaway, Engineering Draftsman, Bureau of Reclamation, do hereby certify that I searched the proper records of the County of El Paso, State of Texas, on this 2d day of February, 1961, and determined that there has been no change in the status of the ownership since November 1, 1960, of those tracts of land owned by Juan Villalobos known as San Elizario Grant, Block 40, Tracts 9 and 10, according to the survey thereof approved by the Commissioners Court of the County of El Paso on the 13th day of January 1930 A.D., except that all the State and County taxes for 1960 are paid. From the records of the El Paso County Water Improvement District No. 1, it was found that the assessments for 1960 are paid.

Gertrude Attaway
Gertrude Attaway

CERTIFICATE OF TITLE

This is to certify that I, Gertrude Attaway, Engineering Draftsman, Rio Granda Project, Bureau of Reclamation, Department of the Interior, made a thorough search of the title to the property described in Schedule A hereof, and that the title to said property was indefeasibly vested in fee simple of record in Juan G. Villalobos as of the First day of November, 1960, free and clear of all encumbrances, defects, interests, and all other matters whatsoever, either of record or otherwise known to me, impairing or adversely affecting the title to said property except as follows:

1960 State and County Taxes - \$64.83
1960 Assessment due F.P.C.W.I.D. #1 - \$228.89

Gertrude Attaway
(Miss) Gertrude Attaway

5. That to the best of my knowledge and belief, based upon actual and diligent inquiry made, there is no outstanding right whatsoever in any person to the possession of said premises nor any outstanding right, title, interest, lien, or estate existing or being asserted in or to said premises except such as are disclosed and evidenced by the public records.

/s/ Alfred L. Hulbert

Dated this 4 day of November, 1960.

APPROVED:

CERTIFICATE OF INSPECTION AND POSSESSION

I, Alfred L. Hulbert, Engineering Technician Ysleta,
Irrigation Field Branch, Rio Grande Project, Bureau of Reclamation,
hereby certify that on the 4 day of November, 19 60, I made a
personal examination and inspection of that certain tract or parcel of
land situated in the County of El Paso, State of Texas, and more parti-
cularly described in SCHEDULE A hereof and containing 2.75 acres of
land, more or less, easement on said land proposed to be acquired by the
United States of America in connection with the Rio Grande Project from
Juan G. Villalobos.

1. That I am fully informed as to the boundaries, lines and
corners of said parcel, that I found no evidence of any work or labor
having been performed or any materials having been furnished in connec-
tion with the making of any repairs or improvements on said land, and
that I made careful inquiry of the above named vendor and ascertained
that nothing had been done on or about said premises within the past
12 months that would entitle any person to a lien upon said premises
for work or labor performed or materials furnished.

2. That I also made inquiry of the above named vendor as to
the rights of possession of any person or persons known to him and
neither found any evidence nor obtained any information showing or tend-
ing to show that any person had any rights of possession or other in-
terest in said premises adverse to the rights of the above named vendor
or of the United States of America.

3. That I was informed by the above named vendor that to the
best of his knowledge and belief there is no outstanding unrecorded
deed, mortgage, lease, contract, or other instrument adversely affecting
the title to said premises, except as follows: None

4. That to the best of my knowledge and belief after actual
and diligent inquiry and physical inspection of said premises there is
no evidence whatever of any vested or accrued water rights for mining,
agricultural, or other purposes, nor any ditches or canals constructed
by or being used thereon under the authority of the United States, ex-
cept the None

nor any exploration or operations whatever for the development of coal,
oil, gas, or other minerals on said lands; and that there are no posses-
sory rights now in existence owned or being actively exercised by any
third party under any reservation contained in any patent or patents
issued by the United States for said land.

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CERTIFICATE OF RECORD

The State of Texas)
County of El Paso)

I, J. W. Fields, County Clerk in and for said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office, on the 3 day of Feb. A.D. 1961 at 2:44 o'clock, P.M. and duly recorded the 8 day of Feb. A.D. 1961, at 1:13 o'clock P. M. in the Deed Records of said County, in volume 1583 on Page 443.

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

J. W. Fields, County Clerk

By /s/ Sofia C. Ordonez - Deputy

(SEAL)

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

Before me, Charles W. Hetrick, a Notary Public in and for El Paso County, State of Texas, on this day personally appeared W. F. Resch, Project Manager, Bureau of Reclamation, Rio Grande Project, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same as the act of the United States of America for the purposes and consideration therein expressed.

Given under my hand and seal of office this 3 day of February, 1961, A. D.

/s/ Charles W. Hetrick

Charles W. Hetrick, Notary Public
in and for El Paso County, Texas

My commission expires June 1, 1961

SEAL