

180

BARAJAS, REFUGIO

EASEMENT

186

RODRIGUENA LATERAL

0023-0083-0036-00

17-(36) Texas

78

380.-

PROPERTY & SUPPLY

Right of Way Acquisitions

BARAJAS, REFUGIO
(Right of way for Rodriaguena Lateral)

380.-

Barajas

344-313

17-36 Texas



280-

211 Federal Building
El Paso, Texas

November 18, 1949

Audit Division
General Accounting Division
Washington, D. C.

Gentlemen:

Pursuant to Section 3743, Revised Statutes, as amended by Act of July 31, 1894 (28 Stat. 210) there are transmitted herewith for the files of your office the following contracts executed on the Rio Grande Project:

<u>Contractor</u>	<u>Symbol No.</u>	<u>Date</u>
Byron L. and Goldie M. Willis	116r-2151	Oct. 28, 1949
Niedermeyer-Martin Co.	116r-2156	Oct. 12, 1949
Claud A. Carnahan	116r-2152	Nov. 1, 1949

Also enclosed is contract and grant of easement covering right of way along the Rodriguena lateral between the United States and Refugio Barajas, dated August 19, 1949.

Very truly yours,

L. R. Fiock
Project Manager

Enclosures as above

cc - Reg. Dir. w/encls.

- Reg. Csl. w/c of contract and grant of easement only

Rodriguena Lateral

380

211 Federal Building
El Paso, Texas

October 24, 1949

County Clerk
County of El Paso
County Court House
El Paso, Texas.

Dear Sir:

Enclosed herewith for recording is Contract and Grant of Easement between the United States of America and Refugio Barajas for right of way, which please place of record in El Paso County.

Also enclosed is voucher for payment of the recording fee, which please fill in as to the proper amount, sign and return to this office, and it will be put in line for payment.

Very truly yours,

L. R. Flock
Project Manager

Encl
Easement
Voucher

voucher returned and sent to DHC on October 26, 1949

380

Rodriguena Lateral

211 Federal Building
El Paso, Texas

October 24, 1949

County Clerk
County of El Paso
County Court House
El Paso, Texas.

Dear Sir:

Enclosed herewith for recording is Contract and Grant of Easement between the United States of America and Refugio Barajas for right of way, which please place of record in El Paso County.

Also enclosed is voucher for payment of the recording fee, which please fill in as to the proper amount, sign and return to this office, and it will be put in line for payment.

Very truly yours,

L. R. Fiock
Project Manager

Encl
Easement
Voucher

voucher returned and sent to DHC on October 26, 1949

CERTIFICATE OF RECORD

The State of Texas
County of El Paso

I, Raymond L. Telles, Jr., 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 25th day of October, A. D. 1949,
at 8:30 O'clock, A. M., and duly recorded the 28th day of October,
A. D. 1949, at 9 o'clock A. M. in the Deed records of said County
in volume 949 on page 527.

SEAL

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.

Raymond L. Telles, Jr., County
Clerk

by Emilie G. Morrow Deputy

26855

Contract & Easement

Filed for record
Oct. 25, 1949 at 8:30 AM -
Raymond L. Telles, Jr.,

By W. T. Duncan -
Oct. 28, 1949

9 D
949/527

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

October 20, 1949

3801-
BUREAU OF RECLAMATION
RECEIVED

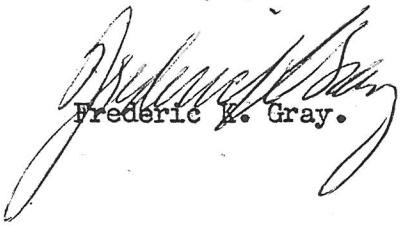
OCT 21 1949

EL PASO, TEXAS

To: Project Manager, El Paso
From: Acting Regional Counsel
Subject: Easement - Rodriguena Lateral.

1. Receipt is acknowledged of your letter dated October 17, 1949, with which you transmit an easement signed by Rufugio Barajas and a release executed by Ralph Gonzalez.

2. The contract will be in acceptable form for recordation when executed by you on behalf of the United States of America. We are returning herewith the original contract and release submitted with your letter.

- - -

Frederic E. Gray.

Encl.

CC: Regional Director
(no encl.)

380 - emw
- Jm

211 Federal Building
El Paso, Texas

October 17, 1949

To: Regional Counsel
From: Project Manager
Subject: Easement - Rodriguena Lateral.

1. Reference is made to your letter of July 26, 1949, above subject.

2. Transmitted herewith is the easement and release of mortgage which has been properly signed. Please advise if it is now in order to record this easement and make distribution of copies.

L. R. Fiock

Encl-
Easement

CC- Reg. Dir. (no encl)

3

211 Federal Building
El Paso, Texas

October 11, 1949

To: Division Supt., F. D. Postle
From: Acting Project Manager
Subject: Easement - Rodriguena Lateral.

1. Reference is made to previous correspondence on the above subject.

2. Returned herewith in duplicate is page 2 of the easement which has been retyped for Mr. Barajas' signature. You will note from the enclosed page marked void that he has signed in the wrong place. Please have the original and duplicate signed on the new page in the space indicated, show his correct address, and return both copies to this office for further action.

W. F. Resch

Encls.

UNITED STATES
DEPARTMENT OF THE INTERIOR

U. S. BUREAU OF RECLAMATION
RECEIVED

BUREAU OF RECLAMATION

Ysleta, Texas

SEP 6 1949
August 3, 1949

EL PASO TEXAS

To: Project Manager, L. R. Flock
From: Division Superintendent, Ysleta
Subject: Easement - Rodriguena Lateral

1. Reference is made to your letter of August 23, 1949, above subject.
2. We are returning herewith the notarized acknowledgments of Refugio Barajas and Ralph Gonzales, obtained according to your instructions.
3. Enclosed also are copies in duplicate of our letter to Refugio Barajas with regard to the completion of the structure at the drain. This letter to anticipate any possible controversy with Mr Barajas at the time the structure is scheduled for revision.

F. S. Foster

Encls.

Contract and Grant of Easement	in dupl.
Release by Mortgagee	" "
Acknowledgment by R. Barajas	" "
" " R. Gonzales	" "
cc letter to Refugio Barajas	" "

Ysleta, Texas

August 30, 1949

Mr. Refugio Barajas
Route 1, Box 9-A
Ysleta, Texas

Dear Mr. Barajas:

The present wasteway installation into the Middle drain at the end of your farm ditch constructed by this organization in June 1949, will be rebuilt by us before the beginning of another irrigation season. Plans of construction include a trap into the drain of such elevation as to effect a complete drainage of water from the above wasteway ditch.

The original agreement with you, in which the Bureau of Reclamation agreed to clean the wasteway once during the summer, and once during the winter still remains in force. This organization will meet all terms of the agreement. } ?

We wish to express our thanks for your cooperation in this matter and assure you that we will make every effort to maintain and improve the service from this ditch.

Very truly yours,

F. D. Postle
Superintendent, Ysleta Division

cc: Project Manager

5/20/49
for

El Paso, Texas. August 23, 1949

To: Division Supt., F. D. Postle

From: Project Manager

Subject: Easement - Rodriguena Lateral.

1. Reference is made to our letter of August 1, 1949, above subject.

2. We are returning herewith the Contract and Grant of Easement and Release of Mortgage which have not been properly notarized. If you will make the necessary arrangements with Refugio Barajas and Ralph Gonzales and advise Mr. Townes sufficiently in advance, he will come to Ysleta and take the acknowledgment of these gentlemen.

- - - -

L. R. Fiock

Encls
Easement and Release of Mortgage in dup.

J

ROUTE SHEET

DATE LTR. RECEIVED August 22, 1949
TO El Paso
FROM Ysleta
SUBJECT Easement Rodriguena Waste Ditch

FILE NO. _____
DATE OF LETTER _____
DATE OF REPLY LIMIT _____

MAIL COPY TO:

<input checked="" type="checkbox"/> Elder _____	<input checked="" type="checkbox"/> Flock _____	Backer _____
Townes _____	<input checked="" type="checkbox"/> Resch _____	Mayfield _____
Campbell _____	Mathews _____	Postle _____
Rice _____	Brady _____	
Armstrong _____	Maveety _____	
Wildstein _____	Baclawski _____	
Wells _____		

To File _____

REMARKS: *These probably need a notary acknowledgment - RJA*

ROUTE SHEET

FILE NO. 526.- Rodriguena Lateral

DATE LTR. RECEIVED 9-6-49

DATE OF LETTER August 3, 1949 (?)

TO Proj. Mgr.

DATE OF REPLY LIMIT _____

FROM F.D. Postle

SUBJECT Easement - Rodriguena Lateral

MAIL COPY TO:

- ✓ Elder *fm*
- ✓ Flock *WPF*
- Backer _____
- Townes _____
- ✓ Resch _____
- Mayfield _____
- Campbell _____
- Mathews _____
- Postle _____
- Rice _____
- Brady _____
- Armstrong _____
- Maveety _____
- Wildstein _____
- Baclawski _____
- ✓ Wells _____
- To File _____

REMARKS: Why the agreement to clean the ditch twice each year? - JOP

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Ralph Gonzalez, as mortgagee under a certain Deed of Trust, executed by Santos Ayala and Refugio Barajas on the 1st day of January, 1948, and recorded in Book 369, page 583 of the records of El Paso County, Texas, in consideration of the sum of One Dollar (\$1.00) receipt of which is hereby acknowledged, does hereby agree that his rights under the aforementioned deed of trust shall be forever subordinate to the rights of the United States of America under a certain contract and grant of easement dated August 19, 1949 insofar as it affects all that part of said mortgaged land described as follows:

Jern

Fifteen feet either side of the center line in Tract 4, Block 19, San Elizario Grant, beginning in the center line of the Rodriguena Lateral at a point whence the most easterly point of Tract No. nine (9) Block No. nineteen (19) of the resurvey of the San Elizario Grant as surveyed by P. C. Shafer, Deputy County Surveyor and approved by the County Commissioners Court of El Paso County, Texas on January 13th, 1930, bears South one degree (1°) ten minutes (10') thirty seconds (30") West one thousand three hundred one and sixty hundredths (1301.60) feet distant, thence North seventy-seven degrees (77°) eighteen minutes (18') thirty seconds (30") West two hundred ninety-five and seven tenths (295.7) feet to an angle point, thence South fifty-eight degrees (58°) sixteen minutes (16') thirty seconds (30") West four hundred sixty-three and ninety hundredths (463.90) feet to a point at the easterly toe of slope of the left bank of the United States Bureau of Reclamation Middle Drain and opposite at right angles fifty and no tenths (50.0) feet from Station 287 + 94 thereof.

IN WITNESS WHEREOF the said Ralph Gonzalez has signed and sealed this instrument this 19th day of August, 1949.

/s/ Ralph Gonzalez

(Seal)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande Project, New Mexico-Texas
Contract and Grant of Easement

Rodriguena Waste Ditch _____

THIS CONTRACT, made this 19th day of August, 19 49,
pursuant to the Act of Congress approved June 17, 1902 (32 Stat., 388),
and acts amendatory thereof or supplementary thereto, between the UNITED STATES
OF AMERICA, hereinafter referred to as United States, and

Refugio Barajas
hereinafter collectively referred to as Vendor:

WITNESSETH:

The following grant and the following mutual covenants by and between the parties.

2. For the consideration hereinafter expressed Vendor does hereby grant unto the United States, its successors and assigns, the right, privilege and easement to construct, operate and maintain a waste ditch from the Rodriguena Lateral to the Mesa drain through, over and across the following described land situate in the County of El Paso, State of Texas, to-wit:

Tract 4, Block 19, San Elizario Grant

3. The center line of the route of said waste ditch to be constructed across said land shall be as follows:

Beginning in the center line of the Rodriguena Lateral at a point whence the most easterly point of Tract No. nine (9) Block No. nineteen (19) of the resurvey of the San Elizario Grant as surveyed by F. C. Shafer, Deputy County Surveyor and approved by the County Commissioners' Court of El Paso County, Texas on January 13th, 1930, bears South one degree (1°) ten minutes (10') thirty seconds (30") West one thousand three hundred one and sixty hundredths (1301.60) feet distant, thence North seventy-seven degrees (77°) eighteen minutes (18') thirty seconds (30") West two hundred ninety-five and seven tenths (295.7) feet to an angle point, thence South fifty-eight degrees (58°) sixteen minutes (16') thirty seconds (30") West four hundred sixty-three and ninety hundredths (463.90) feet to a point at the easterly toe of slope of the left bank of the United States Bureau of Reclamation Middle Drain and opposite at right angles fifty and no tenths (50.0) feet from Station 287 + 94 thereof.

Report as to Survey. Day. Sec 24

4. Said waste ditch and every part thereof shall, where it crosses Vendor's land, be confined to lands within fifteen feet of either side of the hereinabove described center line, except that the United States shall have the right and privilege of placing and maintaining necessary structures to support said waste ditch.

5. The grant of easement herein contained shall include the right to enter upon said premises, survey, construct, maintain, operate, control and use said waste ditch. The above described tract of land may be used by the Grantors at their own risk, for any purposes which will not in the opinion of the officer in charge of the Rio Grande Project, interfere with the easement herein granted to the United States, and in connection with any such use by the Grantors, they agree to hold the United States harmless from all liability for damages and claims therefor, arising directly or indirectly from such use.

6. It is expressly stipulated that upon permanent abandonment of this easement, as evidenced by a written notice to that effect from the Secretary of the Interior to the occupant, the right, privilege and easement granted herein shall terminate and the interest of the United States hereunder shall revert to the Grantors, their heirs, executors, administrators and assigns.

7. As complete consideration for the above grant of easement the United States agrees to pay Vendor the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged.

8. 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

/s/ L. R. Flock

By _____

Project Manager

Vendor

/s/ Refugio Barajas

Address

Route 1 Box 9 A, Ysleta, Texas

WR
for

El Paso, Texas

August 1, 1949

To: Division Superintendent F. D. Postle

From: Project Manager

Subject: Easement - Rodriguena Wasteway. *Lateral*

1. Enclosed herewith is Contract and Grant of Easement for the Rodriguena waste ditch through the property of Refugio Barajas, and also a release of mortgage to be executed by Ralph Gonzalez. The forms are transmitted in duplicate; please have Mr. Barajas sign both copies of the easement, and Mr. Gonzalez both copies of the release of mortgage. Both instruments should be properly notarized; in the event you have difficulty in finding a notary public to perform the acknowledgment act, and affix the seal thereto, make arrangements with Mr. James P. Townes of the Project office who is a notary public.

2. Return both copies of the easement, and release to this office. After the instruments have been processed, copies will be sent to you for delivery to Mr. Barajas and Mr. Gonzalez.

L. R. Fiock
r

Encl-easement and release in dupl.

Rodriguez

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
REGION V

U S BUREAU OF RECLAMATION			
EL PASO, TEXAS			
RECEIVED			
JUL 27 1949			
	NOTE	REPLY	INIT.
CH. CLK.			
OF. ENG.			
HYDRO.			

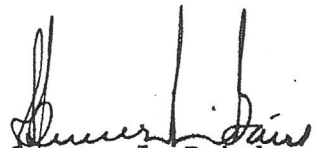
523 Amarillo Building
Amarillo, Texas

July 26, 1949

To: Project Manager, El Paso.
From: Regional Counsel.
Subject: Draft of Proposed Mortgage Release for Right of Way Easement -
Rio Grande Project.

1. Reference is made to your letter dated July 22, 1949, subject above with enclosures.
2. The draft of easement to be executed by Mr. Barajas is satisfactory.
3. I concur with your views that a release should be obtained from the mortgagee. However, rather than using the draft which you enclose for that purpose, I would suggest either that the mortgagee join in the execution of the easement to be signed by Barajas or that a release in the form transmitted herewith be used for the reason that the draft submitted with your letter is indefinite as to the terms of the easement. If the mortgagee should acquire the property by foreclosure it would leave our rights somewhat in doubt since a foreclosure would extinguish our rights under the easement granted by Barajas and leave us relying entirely upon that signed by Gonzalez.

- - -


Spencer L. Baird.

Encl.

CC: Regional Director.
(w/c encl.)

El Paso, Texas

July 22, 1949

Leg

To: Regional Director

From: Project Manager

Subject: Draft of Proposed Mortgage Release for Right of Way Easement -
Rio Grande Project.

1. Reference is made to Project letter dated June 24, 1949 submitting a draft of the proposed easement to be used in obtaining right of way for a wasteway at the end of the Rodriguena Lateral in the El Paso Valley, and the Acting Regional Counsel's reply of July 7, 1949, approving the draft, subject to suggested changes.

2. We have learned that there is a mortgage deed outstanding against the property on which the Rodriguena waste ditch is to be constructed. We are accordingly enclosing herewith a draft of the proposed release of the mortgage deed; the necessity for this release, we believe, is made as a result of the following record of land ownership in this case:

Minnie L. Hix and John A. Hix executed a warranty deed to Santos Ayala and Refugio Barajas on January 1, 1948.

Santos Ayala and Refugio Barajas executed a deed of trust to Ralph Gonzalez on January 1, 1948, Cyrus H. Jones, trustee. This deed was executed, in order to secure a \$10,000 promisory note, to Ralph Gonzalez.

Santos Ayala and wife, Eduarda Beltran Ayala, deeded their interest to Refugio Barajas on November 17, 1948. In this deed Refugio Barajas will assume all indebtedness against the property.

This chain of instruments leaves Refugio Barajas as the responsible party for the deed of trust given to Ralph Gonzalez on January 1, 1948. Mr. Barajas is the person from whom we are obtaining an easement for the Rodriguena waste ditch.

3. If you concur, we believe it desirable to obtain from Ralph Gonzalez a release on the easement; consequently, the enclosed draft of release is for your consideration. In addition, there is enclosed a draft of the easement to be executed by Refugio Barajas.

In dupl.
Encls-2 drafts
cc - Reg.Csl. w/c of encls.

L. R. Fiock

Rodriguez Lateral

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

U S BUREAU OF RECLAMATION			
EL PASO, TEXAS			
RECEIVED			
JUL 8 - 1949			
	NOTE	REPLY	INIT.
CH. CLERK			
ASST. ENGR.			
HYDR.			

REGION V
523 Amarillo Building
Amarillo, Texas

July 7, 1949

To: Project Manager, El Paso

From: Acting Regional Counsel

Subject: Draft of Proposed Right of Way Easement - Rio Grande Project. *lossment accordingly*

*Mr. MacArthur
prepare & describe
justification for Rodriguez
Lateral through Barajas
Mrs. Wells changes*

1. Reference is made to your letter dated June 24, 1949, subject above together with draft of right of way easement submitted therewith.

2. Subject draft is considered adequate subject to the following suggestions:

(a) It is suggested that Article 5 be amended to read somewhat as follows:

"The grant of easement herein contained shall include the right to enter upon said premises, survey, construct, maintain, operate, control and use said waste ditch. The above described tract of land may be used by the Grantors at their own risk, for any purposes which will not in the opinion of the officer in charge of the Rio Grande Project, interfere with the easement herein granted to the United States, and in connection with any such use by the Grantors, they agree to hold the United States harmless from all liability for damages and claims therefor, arising directly or indirectly from such use."

(b) A new Article 6 should be inserted as follows:

"It is expressly stipulated that upon permanent abandonment of this easement, as evidenced by a written notice to that effect from the Secretary of the Interior to the occupant, the right, privilege and easement granted herein shall terminate and the interest of the United States hereunder shall revert to the Grantors, their heirs, executors, administrators and assigns."

(c) Articles 6 and 7 will thereupon become Article 7 and 8, and the following should be added to Article 7:

"the receipt of which is hereby acknowledged."

CC: Reg. Dir.

Adolph O. Johnson
Adolph O. Johnson

El Paso, Texas

June 24, 1949

To: Regional Director
From: Project Manager
Subject: Draft of Proposed Right of Way Easement - Rio Grande Project.

1. Enclosed for consideration is draft of a proposed easement to use in obtaining right of way for a wasteway at the end of the Rodriguena lateral of the El Paso Valley.

2. The wasteway to be constructed is the lower end of the Rodriguena lateral which has recently been washed out. It is not desired to replace the waste ditch of about 1200 feet in length above and through the washout area due to physical conditions existing in the area and to the desire of the land owner to have the waste ditch moved. The United States does not own right of way, nor have an easement through the 1200 feet of the tail end of the ditch.

3. The restoration to be made at this time cannot be considered permanent, and the land owner has offered an easement if we will follow a new location for the restored waste ditch, which is advantageous to the Project, particularly as the restoration of some 800 feet in the new location can be made much cheaper than in restoring the washed out and eroded section of the present wasteway.

4. Please advise as to the adequacy of the attached draft of easement as soon as possible.

- - - -

In dupl.

L. R. Flock

Encls-draft of easement

cc - Reg. Csl. w/c of encl.

5201-56

U S BUREAU OF RECLAMATION			
EL PASO, TEXAS			
RECEIVED			
JUN 27 1949			
	NOTE	REPLY	INIT.
DR. CLK.			
Ysleta, Texas			
June 24, 1949			

Ysleta, Texas
June 24, 1949

Mr. L. R. Flock, Project Manager
Rio Grande Project
Room 211, U. S. Courthouse
El Paso, Texas

Dear Mr. Flock:

I, Refugio Barajas, hereby agree to sign a formal easement for the location of a wasteway on the site of my present irrigation ditch running from the end of the Rodriguena lateral to a corrugated metal pipe flume over the Middle drain at Sta. 288/10.

It is understood that this wasteway will be constructed without cost to me and that it will in no way interfere with or lessen the efficiency of my present irrigation on tract 4 of Block 19, San Elizario Grant.

Refugio Barajas
Refugio Barajas

Witnessed

C. W. Dawson
General Foreman

Ceped L. Schubert
Chief of Party