

710 GREENWOOD, ANTOINETTE D.

EASEMENT

188 ROWLEY LATERAL & WASTEWAY 32-A

~~000000~~

0033-0062-0020-00

INDEXED RECORDS DEF BILL 13-PAGES 386-389

71

ORIGINAL

A. L. Greenwood 380.-

22816

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 19th day of March, 1964, 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 ANTOINETTE DAVIS GREENWOOD, a widow, her heirs, successors, and assigns, hereinafter styled The Grantor.

WITNESSETH THAT:

2. For and in consideration of the sum of one dollar (\$1.00) 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 Tract 2A, Block 21, Upper Valley, El Paso County, State of Texas, survey of said land being approved by the Commissioners Court of the County of El Paso on December 12, 1932, and being more particularly described in Schedule A hereof,

3. Any portion of the above described tract or land not fenced by the United States may be used by the Grantor at her own risk, for any purpose 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 use by the Grantor, she 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. The Grantor does hereby agree and covenant that no portion of this easement will be occupied by farm water conveyance ditches or laterals that are constructed by the Grantor or his assigns.

13 0386

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, she is lawfully seized, in her own right, of an absolute and indefeasible 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 the same unto the United States against said 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, the right, privilege, and easement granted herein shall terminate and the interest of the United States hereunder shall revert to the Grantor.

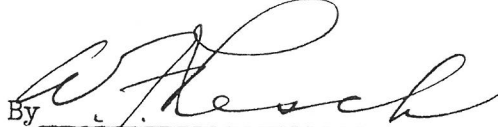
8. The United States will abandon that portion of the existing Wasteway No. 32A made unnecessary by the realignment upon completion of construction of the relocated Wasteway No. 32A through the parcel of land shown on Drawing No. 23-503-7049 attached hereto and more particularly described in Schedule A hereof. The said abandonment shall not be affected until the United States has satisfied itself that the Grantor herein has a good and marketable title to lands of the relocated right-of-way, free and clear of any liens or encumbrances, except those herein specifically mentioned. In the event said Grantor does not have a good and marketable title, or if liens or encumbrances other than those herein specifically waived by the United States by the provision hereof, are found to exist, the United States may, at its option require the Grantor to furnish satisfactory title or may itself obtain the instruments necessary to provide same, and may recover the cost of obtaining the same from the Grantor.

9. The Grantor agrees, at her own expense, to construct a waste channel on the right-of-way of the realignment of Wasteway No. 32A.

10. 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.

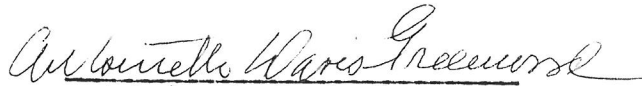
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

THE UNITED STATES OF AMERICA



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

GRANTOR


Antoinette Davis Greenwood
Antoinette Davis Greenwood

SCHEDULE A

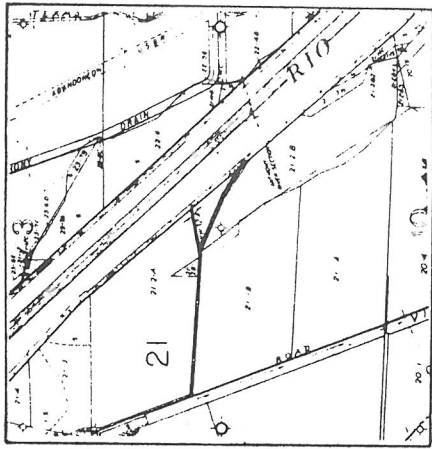
A piece or parcel of land situate, lying, and being in the County of El Paso, State of Texas, and being a portion of Tract 2A, Block 21, Upper Valley, of the approved surveys of the said County of El Paso, and more particularly described by metes and bounds as follows, to-wit:

From a point, said point being the intersection of the property line between Tract 2A and Tract 2B, Block 21, Upper Valley, and the westerly right-of-way line of the International Boundary and Water Commission's Canalized Rio Grande; thence N. 40° 37' 41" W. along said International Boundary and Water Commission's right-of-way line, a distance of 63.9 feet to THE POINT OF BEGINNING;

Thence S. 49° 22' 19" W., a distance of 15.4 feet; thence N. 55° 20' W., a distance of 505.7 feet; thence N. 67° 24' W., a distance of 487.9 feet; thence N. 67° 56' W., a distance of 334.4 feet; thence N. 38° 37' W., a distance of 51.7 feet; thence N. 89° 00' 52" E., a distance of 37.5 feet; thence S. 67° 56' E., a distance of 345.2 feet; thence S. 67° 24' E., a distance of 492.3 feet; thence S. 55° 20' E., a distance of 418.3 feet to a point on the westerly right-of-way line of the International Boundary and Water Commission's Canalized Rio Grande; thence S. 40° 37' 41" E. along said right-of-way line 98.8 feet to the point of beginning and containing in all one and twenty-two hundredths (1.22) acres, more or less, all as shown on copy of Drawing No. 23-503-7049 attached hereto and made a part hereof.

7.000
as to Engineering data.

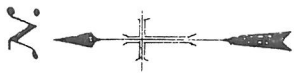
13 0330



LOCATION PLAT

TRACT 2-A, BLOCK 21,
UPPER VALLEY,
EL PASO COUNTY, TEXAS
SURVEY APPROVED BY
COMMISSIONER'S COURT
DEC. 12, 1932

SCALE OF FEET.
0 1000 2000



N 89°00'52"E
37.5'
N 38°37'W
51.7'
S 67°56'E 345.2'
N 67°56'W 334.4'

21-2A

S 67°24'E 492.3'
N 67°24'W 487.5'

21-2B

EASEMENT

ANTOINETTE DAVIS GREENWOOD

TO

THE UNITED STATES

OF

AMERICA

1.22 AC.

SCALE OF FEET.
0 100 2000

Q. I.B. & W.C. WEST LEVEE
I. B. & W. C. WEST LEVEE ROW

S 55° 20' E 418.3'

N 55° 20' W 505.7'

I. B. & W. C. STA. 1155+91.99
78.8'

S 49° 22' 19" W
15.4'

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
RIO GRANDE PROJECT - N. MEX. - TEX.
ROWLEY LATERAL & W.W. 32A
RELOCATION

DRAWN BY: SUBMITTED: *H. D. Zuercher*
TRACED: RECOMMENDED: *Robert W. ...*
CHECKED BY: APPROVED: *...*

EL PASO, TEX. 2-10-64 23 503 7049
13 0392

13 0391

22816

R.M. C
Antoinette Louis Greenwood
U.L.G.A

FILED FOR RECORD
IN MY OFFICE

1964 MAR 27 AM 11 13

COUNTY CLERK
EL PASO COUNTY, TEXAS
Manuel Durado

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

MAR 27 1964



J. W. Fields
COUNTY CLERK, El Paso County, Texas

Book 13, Pgs. 386-393 incl.

Bureau of Reclamation
211 Room
U.S. Court House
130350
130393

3/19/64

580,



RIO GRANDE

UNITED STATES
DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

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

MAY 15 1964
400 at 5/18
[Handwritten checkmark in a grid box]

IN REPLY
REFER TO:

May 14, 1964

5-18-64

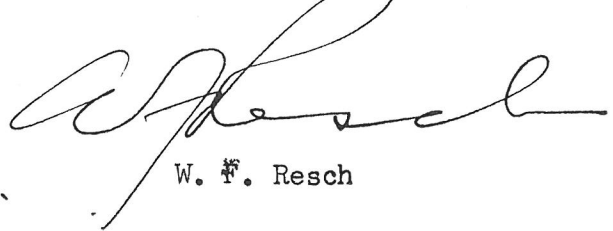
To: Regional Director
Attention: 5-420

From: Project Manager

Subject: Contract and Grant of Right-of-Way Easement--
Antoinette Davis Greenwood--Rio Grande Project
(Your letter of May 6, 1964)

In reference to Item 1 on page 2 of the Field Solicitor's memorandum dated April 30, 1964, the records of El Paso County, State of Texas reveal no rights-of-way or easements outstanding upon lands in Tract 2A, Block 21, Upper Valley, El Paso County, Texas, as of the date of the grant.

A Supplemental Certificate of Title is enclosed to satisfy the requirements of Item 2.


W. F. Resch

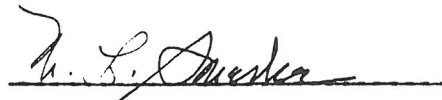
Enclosure

NOTICE!
If you detach enclosures,
please initial WFR
Dup. of Supplemental
Certificate to F.S.
5-18-64

SUPPLEMENTAL CERTIFICATE OF TITLE

I, M. L. Smerke, Office and Program Engineer, Rio Grande Project, Bureau of Reclamation, do hereby certify that I have re-examined the land records of El Paso County, State of Texas, and that the facts as stated in Certificate of Title executed by me on February 20, 1964, regarding lands acquired by the United States by Contract and Grant of Right-of-Way Easement from Antoinette Davis Greenwood, as revealed by said land records, remain the same to the time of recordation of the easement to the United States, i.e. March 27, 1964, at 11:13 A.M.

Dated this 13th day of May, 1964.



M. L. Smerke

380



UNITED STATES
DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

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

MAY 7 - 1964

IN REPLY
REFER TO: 5-420

MAY 6 1964

To: Project Manager, El Paso, Texas
From: Regional Director
Subject: Contract and Grant of Right-of-Way Easement -
Antoinette Davis Greenwood - Rio Grande Project,
Texas
(Your letter of April 24)

EL PASO, TEXAS	
Route to:	Initials
Manager	✓
Asst. Mgr.	✓
Adm. Asst.	
Power	
Irrig.	
Engr. Div.	
Civ. Engr.	✓
Pers.	
Finance	
Supply	
Secretary	
File	
Copy to:	Date
Elephant Butte	
Las Cruces	
Ysleta	

Enclosed is a copy of the Field Solicitor's memorandum dated April 30 relative to the above subject. In order to close this file, your office should comply with items No. 1 and 2 on page 2 of the Field Solicitor's memorandum.

Leon White

Enclosure

cc:
Field Solicitor, Amarillo, Texas
(w/o encl.)

The Certificate of Inspection and Possession reveals no possessory rights adverse to the rights conveyed to the United States.

The Certificate of Title executed February 20, 1964, reflecting a record search as of February 10, 1964, reveals title to Tract 2A, Block 21, Upper Valley, El Paso County, Texas, in Antoinette Davis Greenwood as of the date of record search.

Based upon our examination of title evidence furnished, the right, privilege and easement described in the instrument dated March 19, 1964, are validly vested in the United States of America subject to:

1. Rights of way or easements outstanding as of the date of the grant, if any.
2. Rights or interests conveyed or granted and placed of record from February 20, 1964, to 11:13 a.m., March 27, 1964, if any.

With respect to "1." above, a statement should be placed of record to that effect, if there are no rights or easements outstanding as of the date of the grant to the United States; or if there are such but same will not interfere with the Government's intended use. Otherwise, this office should be advised of the nature and extent of such rights. With respect to "2." above, a Supplemental Certificate of Title should reveal no grants or conveyances adverse to the interests of the United States placed of record from time and date of original title search to time and date of recording of the grant of easement to the United States; otherwise, this office should be advised.

We are returning one copy each of the items presented for our review.



A. V. Rasco

Enclosures

In duplicate

3096 MAY /



RIO GRANDE

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR

FIELD SOLICITOR

████████████████████
████████████████████
403 PETROLEUM BUILDING
AMARILLO, TEXAS 79101

April 30, 1964

380
AREA CODE 806
PH.: DRAKE 6-5151
EXT. 456

APR 30 1964
400 d 5/6

6950

To: Regional Director, Attention 5-420

From: Acting Field Solicitor, Amarillo, Texas

Subject: Contract and Grant of right-of-way easement, Antoinette
Davis Greenwood - Rio Grande Project.

5-7-64

By informal routing slip you have furnished the Project Manager's letter of April 24, 1964, on this subject, together with the enclosures thereto, indicating thereon merely "for legal approval." The Project Manager's letter furnished two copies each of the following:

1. Contract and Grant of Easement dated March 19, 1964, executed by the Project Manager and Antoinette Davis Greenwood, Grantor, filed of record in the office of the County Clerk, El Paso County, Texas, March 27, 1964, at 11:13 a.m.
2. Certificate of Inspection and Possession executed by Mr. Luther McAnulty, as of April 15, 1964.
3. Certificate of Title executed by M. L. Smerke on February 20, 1964, reflecting a record search as of February 10, 1964.

Our examination of the items furnished reveals the following: A grant by Antoinette Davis Greenwood, a widow, dated March 19, 1964, to the United States of America, of 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 other structures or facilities necessary or desirable for the construction, operation and maintenance of the Rio Grande Project, together with the exclusive right, privilege and easement to remove from or place on earth and rock, with necessary rights of ingress and egress in and upon lands in Tract 2A, Block 21, Upper Valley, El Paso County, Texas, as specifically described in Schedule "A" attached to the conveying instrument. The language of the grant is acceptable and execution, acknowledgment and recording appear in order; however, the grant is subject to existing easements, if any.

3096 MAY 1

RIO GRANDE

380. -



UNITED STATES
DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

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

IN REPLY
REFER TO:

April 24, 1964

400 5/6 092.
75 430
420 1/1 5/6

405 Leg
app

To: Regional Director
Attention: 5-420

From: Project Manager

Subject: Contract and Grant of Right-of-Way Easement -
Antoinette Davis Greenwood--Rio Grande Project

✓
5-7-64

Enclosed are two conformed copies of the subject easement, which has been executed and recorded.

Also enclosed are two copies of a Certificate of Title and Certificate of Inspection and Possession.

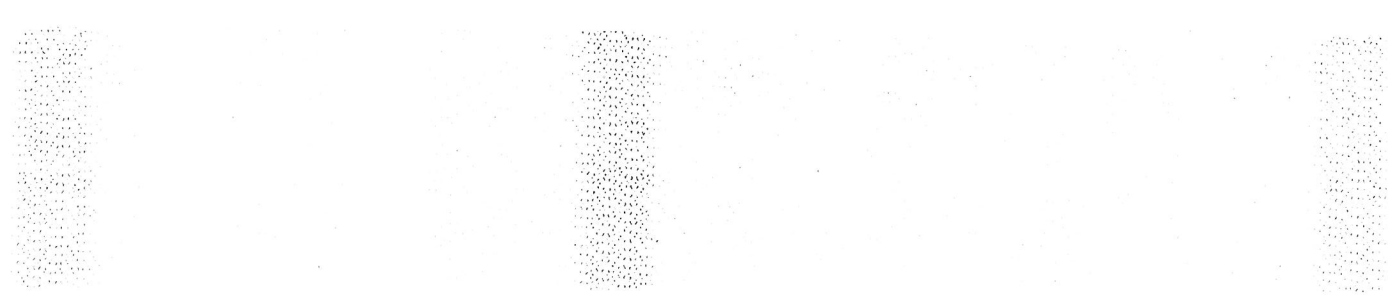
Since the easement was acquired for a consideration of less than \$250 and the title is free from objections set forth in Reclamation Instructions 213.3.19, I request that no further assurance of title be required.

Please review the easement as to form and legal sufficiency.

W. F. Resch

Enclosures

177-103
E. J. ...
please ...



CERTIFICATE OF INSPECTION AND POSSESSION

I, Luther McNulty, Chief, Las Cruces Irrigation Field Branch, Rio Grande Project, Bureau of Reclamation, Department of Interior, hereby certify that on the 15 day of April 19 64, 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, described in Exhibit "A", and containing 1.22 acres, acquired by the United States of America in connection with the Rio Grande Project, from Antoinette Davis Greenwood.

1. That I am fully informed as to the boundaries, lines and corners of said tract; 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 of the occupants of said land) and ascertaining that nothing has 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 her rights of possession and the rights of possession of any person or persons known to her, 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 the United States of America.

3. That I was informed by the above-named vendor that to the best of her knowledge and belief there is no outstanding unrecorded deed, mortgage, lease, contract, or other instrument adversely affecting the title to said premises.

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, manufacturing or other purpose; 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 heretofore 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.

6. That said premises are now wholly unoccupied and vacant except for the occupancy of the United States of America.

Dated this 15th day of April 1964.

Approved: W. F. Rosch

W. F. Rosch District Engineer

380-

MLScnr

OFFICIAL FILE COPY

Date	Surname	Code
	<i>[Handwritten Signature]</i>	
	<i>[Handwritten Initials]</i>	

April 10, 1964

To: Chief, Las Cruces Irrigation Field Branch
From: Project Manager
Subject: Easement - Antoinette Davis Greenwood

Please execute both copies of the enclosed Certificate of Inspection and Possession, and return the documents to this office.

W. F. Resch

Enclosures

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, Rio Grande Project, Bureau of Reclamation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the 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 26 day of MARCH, 1964.

Charles W. Hetrick
Charles W. Hetrick



My commission expires 6-1-65

ACKNOWLEDGMENT

STATE OF Texas)
COUNTY OF El Paso)

Before me, A. L. LaRok, a Notary Public, in and for El Paso County, Texas on this day personally appeared Antoinette Davis Greenwood, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed and as her free act and deed.

Given under my hand and seal of office this 19th day of March, 1964.

A. L. LaRok



My commission expires June 1, 1965

13 0389

FILED FOR RECORD
IN MY OFFICE

1964 MAR 27 AM 11 13

County Clerk
El Paso County, Texas
/s/ Manuel Hustado

State of Texas

County of El Paso

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

J. W. Fields

Seal

COUNTY CLERK, El Paso County, Texas

Book 13, Pgs. 386-393 incl.

CERTIFICATE OF TITLE

I, M. L. Smerke, Office and Program Engineer, Rio Grande Project, Bureau of Reclamation, do certify that:

1. On the 10th day of February, 1964, I made a personal search of the records of El Paso County, State of Texas, beginning with the 1st day of November, 1924, and found that title to the tract now designated as Tract 2A, Block 21, Upper Valley, was conveyed to A. M. Greenwood by H.W. Broaddus and George R. Le Baron by that certain Special Warranty Deed executed the 12th day of November, 1924, and recorded in the records of El Paso County, State of Texas, on the 25th day of November, 1924, in Book 433 at Page 375.

2. A. M. Greenwood, also known as Alfred M. Greenwood, died on September 10, 1963.

3. A Will dated May 29, 1928, is recorded in Probate Minutes of El Paso County, Texas, in Book 429 at Page 143. This Will reads, in part, "Alfred M. Greenwood and Antoinette Davis Greenwood, husband and wife.....It is our will and the will of each of us that upon death of either of us the survivor shall be appointed executor of this will and testament, to serve without bond.....I, Alfred M. Greenwood, will unto my wife all of my estate and property of whatsoever nature....."

Records indicate that Tract 2A, Block 21, Upper Valley, was included in the inventory of the community property.

On the 13th day of November 1963 it was ordered, adjudged, and decreed by the County Court of Law, El Paso County, Texas, that the Last Will and Testament be admitted to probate. Letters Testamentary were granted to Antoinette Davis Greenwood. This information is found in Probate Minutes Book 429 at Page 135.

Inheritance Tax Receipt - State of Texas, dated March 5, 1964, is on file indicating taxes have been paid in full.

4. I found no other encumbrances, defects, interests, or other matters whatsoever, either of record or otherwise known to me, impairing or adversely affecting the title to said property.

Dated this 20th day of February 1964.

M. L. Smerke