

CASEMENT

Project No. 5
SOUTHSIDE FEEDER L.A.T.
(SAN ELIZARIO FEEDER)

THIS AGREEMENT made and entered into this 30th
day of October, A. D., 1915, between the United
States of America by R. F. Walter, Project Manager, United States
Reclamation Service, thereunto duly authorized by and subject to
the approval of the Comptroller or Director of the United States
Reclamation Service, and the County of El Paso, State of Texas,
by and through its duly elected, qualified and acting county com-
missioners, hereinafter styled "County", its successors and as-
signs;

WITNESSETH: That,

The County, in consideration of the covenants and agree-
ments hereinafter contained does hereby grant unto the United States
the perpetual right of way and easement for the construction, opera-
tion and maintenance of a bridge where the San Elizario Feeder canal
crosses the highway of the County, said bridge to be located at a
point more particularly described as follows:

Beginning at a point on the south side of the county
road in the County of El Paso, State of Texas, adjoining
land of Bonigno Alderete, from which the Northwest corner
of land of said Alderete bears North $71^{\circ} 35'$ West 210 feet,
and from which the Southeast corner of Section 35, Township
31 South, Range 6 East, bears South $44^{\circ} 37'$ East 3,373 feet,
running thence North $21^{\circ} 40'$ East 45 feet to North line of

said county road, thence South $52^{\circ} 20'$ East 21 feet along said North line to the center line of proposed San Elisario Feeder canal, thence continuing on same course 21 feet, thence South $21^{\circ} 40'$ West to South line of said county road, thence North $52^{\circ} 20'$ West 21 feet to center line of proposed San Elisario Feeder canal, thence North $71^{\circ} 35'$ West 20 feet to the point of beginning and containing 0.055 acre more or less.

The location of said bridge is shown on the attached map or plat, which said map or plat is hereby made a part of this agreement.

The foregoing grant is made subject to the following conditions to wit:

1. The United States shall construct, maintain, operate and whenever required, renew said bridge, at the point of crossing aforesaid in a good and workmanlike manner and in accordance with the following specifications, to wit:

The proposed bridge will be of reinforced concrete construction, with a paved roadway 20 feet wide, with grade of approach ^cnot to exceed five per cent, and designed to carry a fifteen ton road roller.

The entire cost and expense thereof shall be borne by the United States.

2. If the United States desires to make additions to or changes in said bridge at the location hereinbefore described it shall give fifteen days written notice to the County when any such additional work is to be done, and upon receiving the consent in writing of the County, such additional work shall be performed in accordance with the aforesaid specifications, or such modifications thereof as may be agreed upon by the said County and the United States.

3. The United States agrees to use and occupy the right of way of the County and to use, and maintain said bridge with all reasonable diligence and precaution to avoid damage to or obstruction of the highway of the County.

4. This agreement shall inure to the benefit of and be binding upon the successors or assigns of the parties hereto.

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

approved March 4, 1909 (35 Stat. 1109).

This contract shall not be in effect until approved by the
Comptroller or Director of the Reclamation Service.

IN WITNESS WHEREOF, the parties hereto have caused these
presents to be duly executed the day and year first above written.

UNITED STATES OF AMERICA,

R. F. WALTER

By

Project Manager, U.S.R.S.

COUNTY OF EL PASO, STATE OF TEXAS,

By

Adrian Pool,

James Clifford,

Seth B. Orndorff,

Commissioners.

Approved:

U. S. R. S.

Date: _____

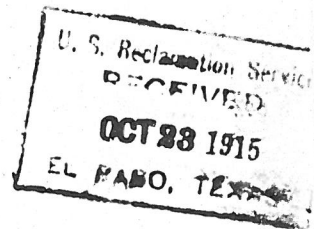
October 11th, 1915.

On this day on motion of Comr. Orndorff, duly
made and seconded, it is ordered by the Court that the ap-
plication of the United States Reclamation for a right-of-
way to build a bridge on the County road across the San El-
izario feeder Canal just below Ysleta be and the same is
hereby granted.

A true copy, I do hereby certify.

E. B. McClintock,
Clerk County Court.

By *E. Orndorff* Deputy.



~~5102~~

3 B 1

Permit El Paso County for
bridge over San Eloyan River
across at Yalita.

1

El Paso County, Texas.

October Term, 1915.

October 11, 1915.

On this day on motion of Comr., Orndorff, duly made, and seconded it is ordered by the Court that the application of the United States Reclamation Service for a right of way to build a bridge on the County Road across the San Elizario Feeder Canal just below Ysleta be and the same is hereby granted.

THE STATE OF TEXAS,)
County of El Paso)

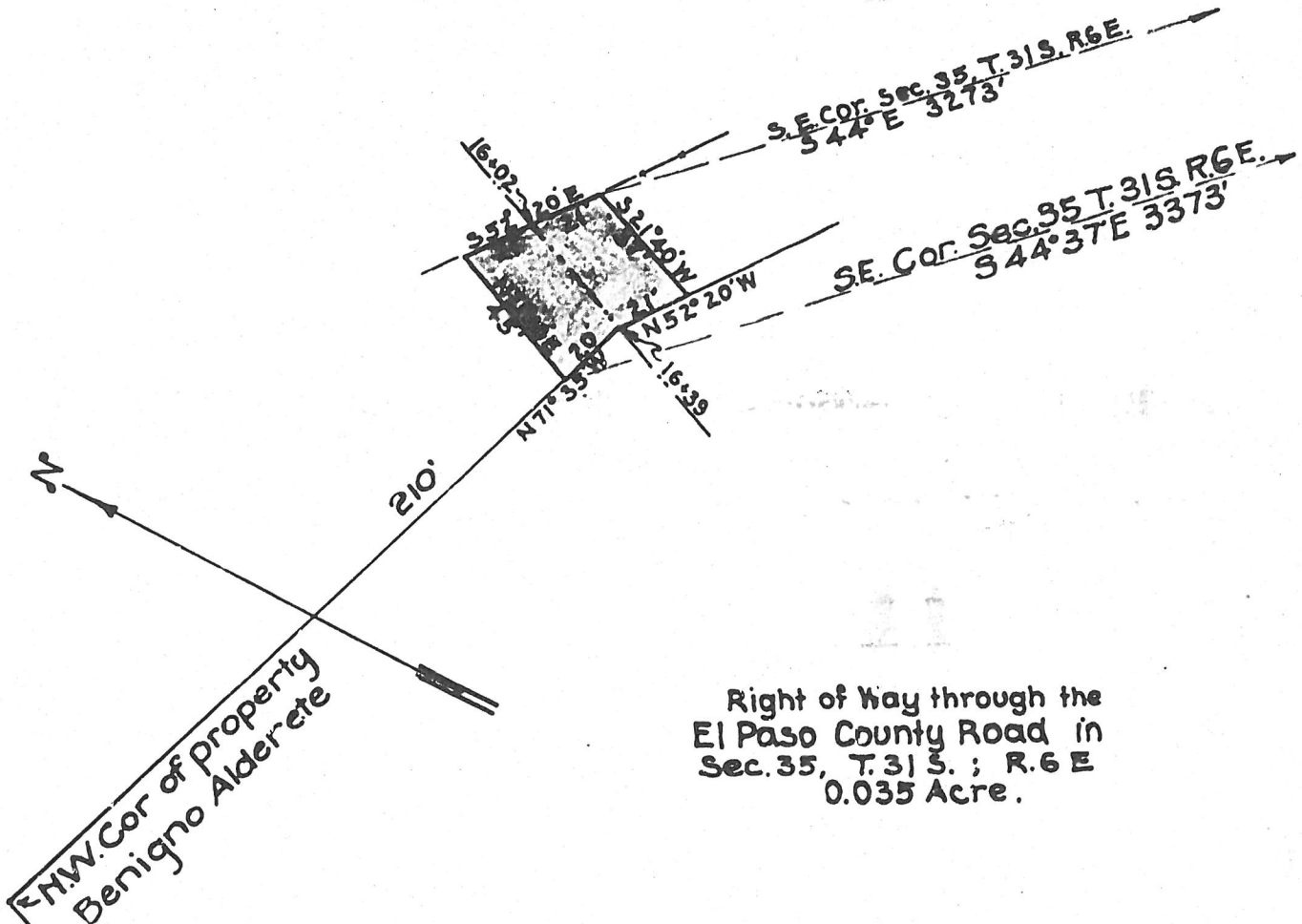
I, E. B. McClintock, Clerk of the County Court, and ex-officio clerk of the Commissioner's Court, of El Paso County, Texas, do hereby certify that the foregoing is a true and correct copy of the Original Order passed and adopted by the Commissioner's Court of said County, in the matter therein referred to, as the same appears of record in Book 9, Page 547 of the Minutes of said Court.

GIVEN UNDER MY HAND AND THE SEAL OF SAID COURT, at Office, in El Paso, this the 10th day of December, A. D. 1915.

Attest: E. B. McClintock, Clerk.

By C. Aranda, Deputy.

60



Right of Way through the
 El Paso County Road in
 Sec. 35, T. 31 S. ; R. 6 E
 0.035 Acre.

NW. Cor. of property
 Benigno Alderete

UNITED STATES RECLAMATION SERVICE
 RIO GRANDE PROJECT NM-TEX.
 A.P. Davis, Chief Engr. S.B. Williamson, Chief of Const.
 R.F. Walter, Senior Eng.

SAN ELIZARIO FEEDER
EL PASO VALLEY
 Scale: 1"=50'

Ysleta, Texas.

August 1915.

Drawn by W.P.B.
 Traced by W.P.B.
 Checked by
 Approved

E756-L-47

the

day of

19

Eve. Proc 547

Monday October 11th 1915Court met in regular session
at 10 o'clock A.M.

Officers present

Hon. Adrian Pool County Judge Presiding

" James Cliford County Cor No 1

" Seth B. Orendoff County Cor No 3

E.S. McClintock County Clerk

By L. Oranda Deputy

October 11 1915

OCTOBER 11-1915

On this day on motion of hon. Orendoff duly made and seconded it is ordered by the court that the application of the United States Reclamation for a right-of-way to build a bridge on the County Road across the San Elizario feeder canal just below Yelata be and the same is hereby granted -

October 11 1915

On this day on motion duly made and seconded it is ordered by the court that the claim of Miller, McBroome and Scott, attorneys for legal services rendered in the case of El Paso County vs Turney & Burgess be allowed on the General Fund for \$1500⁰⁰ -

October 11 1915

On this day on motion duly made and seconded it is ordered by the court that claims against El Paso County be and the same are hereby approved -

Hon. Adrian Pool County Judge Presiding
" James Clifford County Clerk No 10
" Seth B. Oondorff County Clerk No 3
E.S. McClintock County Clerk
By L. Aranda Deputy

October 11 1915

OCTOBER 11-1915

On this day on motion of hon. Oondorff duly made and seconded it is ordered by the court that the application of the United States Reclamation for a right-of-way to build a bridge on the County Road across the San Elizario feeder canal just below Yelida br and the same is hereby granted -

October 11 1915

On this day on motion duly made and seconded it is ordered by the court that the claim of Miller, McBroome and Scott, attorneys for legal services rendered in the case of El Paso County vs Turner & Burgess be allowed on the General Fund for \$500.00

October 11 1915

On this day on motion duly made and seconded it is ordered by the court that claims against El Paso County Texas by and the same are hereby approved and allowed upon their respective funds as this day presented to this court by the County Auditor.

October 11 1915

On this day on motion duly made and seconded it is ordered by the court that

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, December 22, 1915

Ch. of Constr.

Project Manager to the Director (through ~~Supervising Engineer~~).

Subject: Forwarding contract for approval.

The contract described below is forwarded herewith for approval:

Date October 30, 1915.

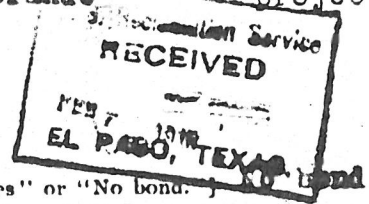
Rio Grande project

Executed by R. F. Walter

With County of El Paso, Texas.

Accompanied by bond and one copy. (Insert "Yes" or "No bond.")

Purpose: Right of way for bridge over county road in Sec. 35, T. 31 S., R. 6 E.



This contract approved by Ch. Counsel. See his letter of Nov. 11, 1915, to Asst. Dist. Counsel.

Advise Ch. of Constr. at Denver, Colo.
(copy to Project Manager at El Paso, Texas.)

of the approval of the above, using extra copy or copies hereof.

Estimated amount involved Nothing Authority No. _____
~~Orig. contract for Director.~~

Encls. Copy " Returns Office with R. F. Walter.
Affidavit of Dis. contract for Ch. of Constr.

Washington, D. C. JAN 31 1916 191

Approved by W. A. Ryan, Comptroller

Date of approval JAN 31 1916

Bond, if any (see above), approved by same officer on same date.

Original V.O.C. for recording & return

Orig contract returned W. A. Ryan, Comptroller

to Wash in 3/17/16 after being recorded.

Denver, Colorado, Dec. 21, 1915.
Contract and related papers forwarded to Director & Chief of Construction, Engineer for approval.