780 VALDEZ, FLORENCIO, et. us., Florencia S. WARRANTY DEED ISLAND FEEDER LATERAL (271) 0023-0086-0006-00 20-(6) Texas

THE STATE OF TEXAS,
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

THAT Florencio Valdez and Florencia S. Valdez, his wife,

of the County of El Paso, State of Texas, in consideration of the sum of Two hundred forty and no/100-- *DOLLARS,* ($240.00)

to them *in hand paid by* THE UNITED STATES OF AMERICA, in pursuance of the provisions of the Act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof and supplementary thereto *the receipt of which is hereby acknowledged* *ha*ve *Granted, Sold and Conveyed, and by these presents do* *Grant, Sell and Convey unto the said* THE UNITED STATES OF AMERICA

~~*of the County of*~~ xxxxxxxxxxxx ~~*and*~~ xxx ~~*of*~~ xx, *all that certain tract or parcel of land lying in the County of El Paso and State of Texas and more particularly described as follows to-wit:* Two tracts of land lying and situate in El Paso County, Texas, and in Sections twenty-two and twenty-three (22&23) Township thirty-three South Range seven East (T33SR7E) Bureau of Reclamation Survey, being also within Tract nine (9) Block thirty-eight (38) as shown on plat of official re-survey of the Mainland San Elizario Tract as accepted by the Commissioners' Court [illegible] day of [illegible]

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said The United States of America, its successors ~~heirs~~ XXXX *and assigns forever; and* they *do* *hereby bind* themselves, their *heirs, executors and administrators, to Warrant and forever Defend, all and singular, the said premises unto the said* The United States of America, its successors ~~heirs~~ XXXX *and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.*

WITNESS our *hand*s *at* El Paso *this* 12th *day of* December, *A. D. 19*30

Witnesses at Request of Grantor

Zach Mitchell

D R. Mapel

Aurelio Valdez

His
x Florencio Valdez
Mark

Her
x Florencia S. Valdez
Mark

Single Acknowledgment.

THE STATE OF TEXAS, } BEFORE ME, Charles J. Mapel
COUNTY OF EL PASO.

Notary Public in and for El Paso County, Texas,

on this day personally appeared Florencio Valdez

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 12th day of December A. D. 19 30

Charles J. Mapel
Notary Public in and for El Paso County, Texas.

Wife's Separate Acknowledgment.

THE STATE OF TEXAS, } BEFORE ME, Charles J. Mapel
COUNTY OF EL PASO.

Notary Public in and for El Paso County, Texas,

on this day personally appeared Florencia S. Valdez wife of Florencio Valdez known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said Florencia S. Valdez acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 12th day of December A. D. 19 30

C. J. Mapel
Notary Public in and for El Paso County, Texas.

Certificate of Filing.

THE STATE OF TEXAS, } I, W. D. Greet Clerk of the County Court
COUNTY OF EL PASO.

of said County, do hereby certify that the above instrument of writing dated on the 12 day of December A. D. 19 30, with its certificate of authentication, was filed for record in my office this 30 day of April, A. D. 19 31, at 10:55 o'clock A. M. and duly recorded the 4 day of May, A. D. 19 31, at 10:55 o'clock A. M. in the records of said County, in Volume 533 on Pages 598

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

W. D. Greet
Clerk, County Court, El Paso County, Texas.

By Deputy.

50918

Florencio Valdez
Florencia S. Valdez
TO
U. S. A.

WARRANTY DEED
Single and Wife's Separate Acknowledgment

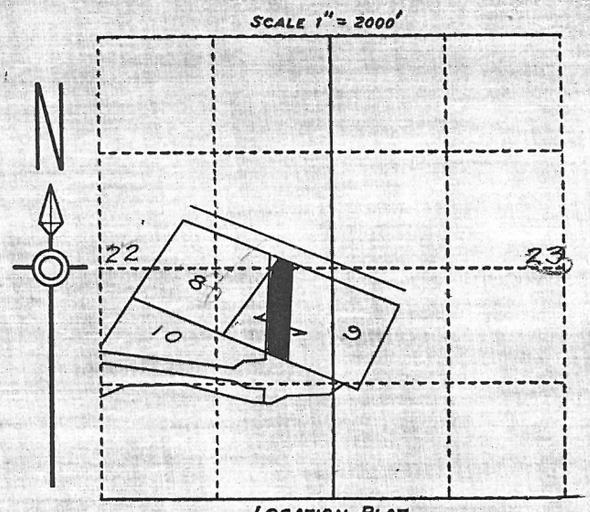
Filed for Record the 30th day of April 19 31, at 10 o'clock and 55 minutes A. M.

W. D. Greet
Clerk County Court, El Paso County Tex.
By Blanche Bremen Deputy.

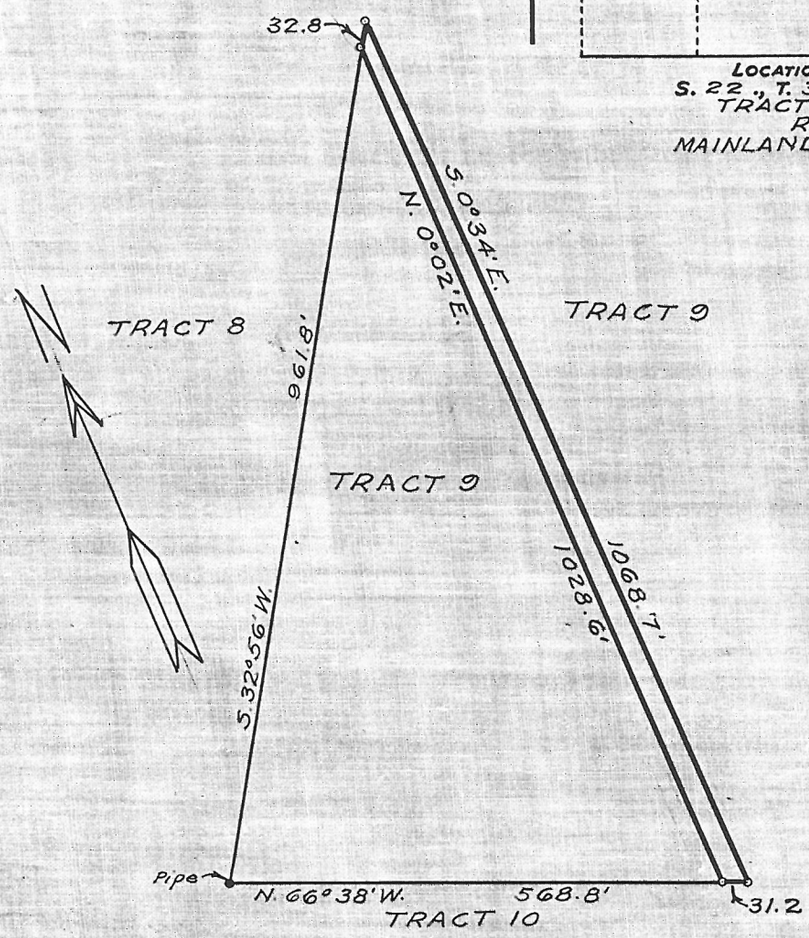
ELLIS BROS. PRINTING CO., EL PASO

533/598

12/12/30



LOCATION PLAT
S. 22., T. 33S., R. 7E., U.S.R.S.
TRACT 9 BLOCK 38
RESURVEY OF
MAINLAND SAN ELIZARIO



FLORENCO VALDEZ
"FRANCISCO VIGIL SURVEY"
Total Area 0.55 ACRES

W.D. 12/12/30

Rec 5/4/31 BK 533 Pg 598

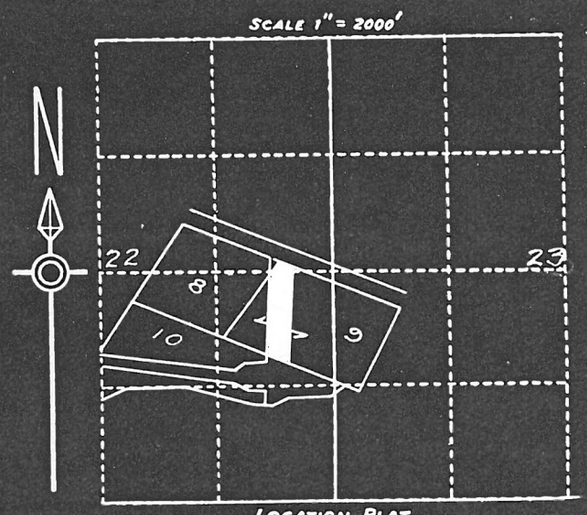
Island Feeder

SCALE 1" = 200'

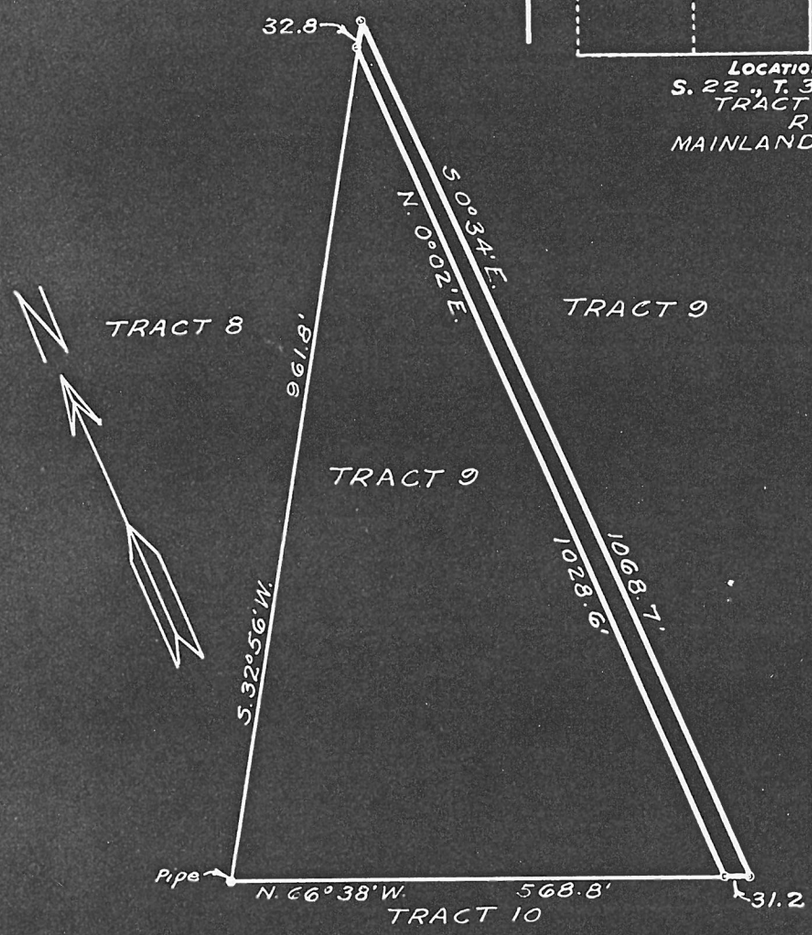
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
RIO GRANDE PROJECT:-NEW MEXICO-TEXAS
~~RIVERSIDE CANAL~~
~~INTERCEPTING DRAIN~~
RIGHT OF WAY

FIELD WORK N.I.C.H.O.L.S. CHECKED G. W. H.
DRAWN A.V.B. A.A.M. APPROVED

3216-L-22 | EL PASO, TEX. 10/20/30



LOCATION PLAT
S. 22., T. 33S., R. 7E., U.S.R.S.
TRACT 9 BLOCK 38
RESURVEY OF
MAINLAND SAN ELIZARIO



FLORENCO VALDEZ
"FRANCISCO VIGIL SURVEY"
Total Area 0.55 ACRES

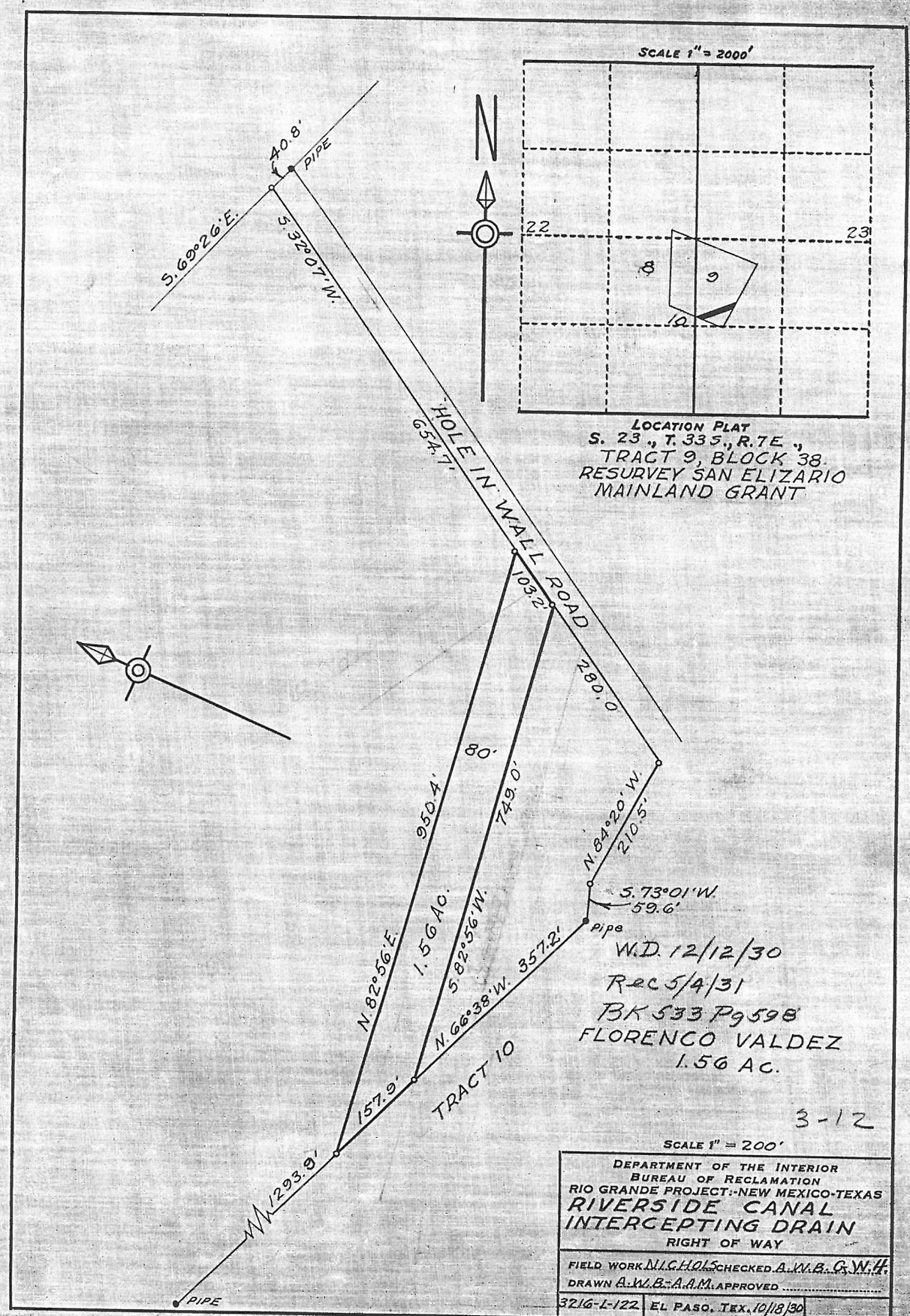
SCALE 1" = 200'

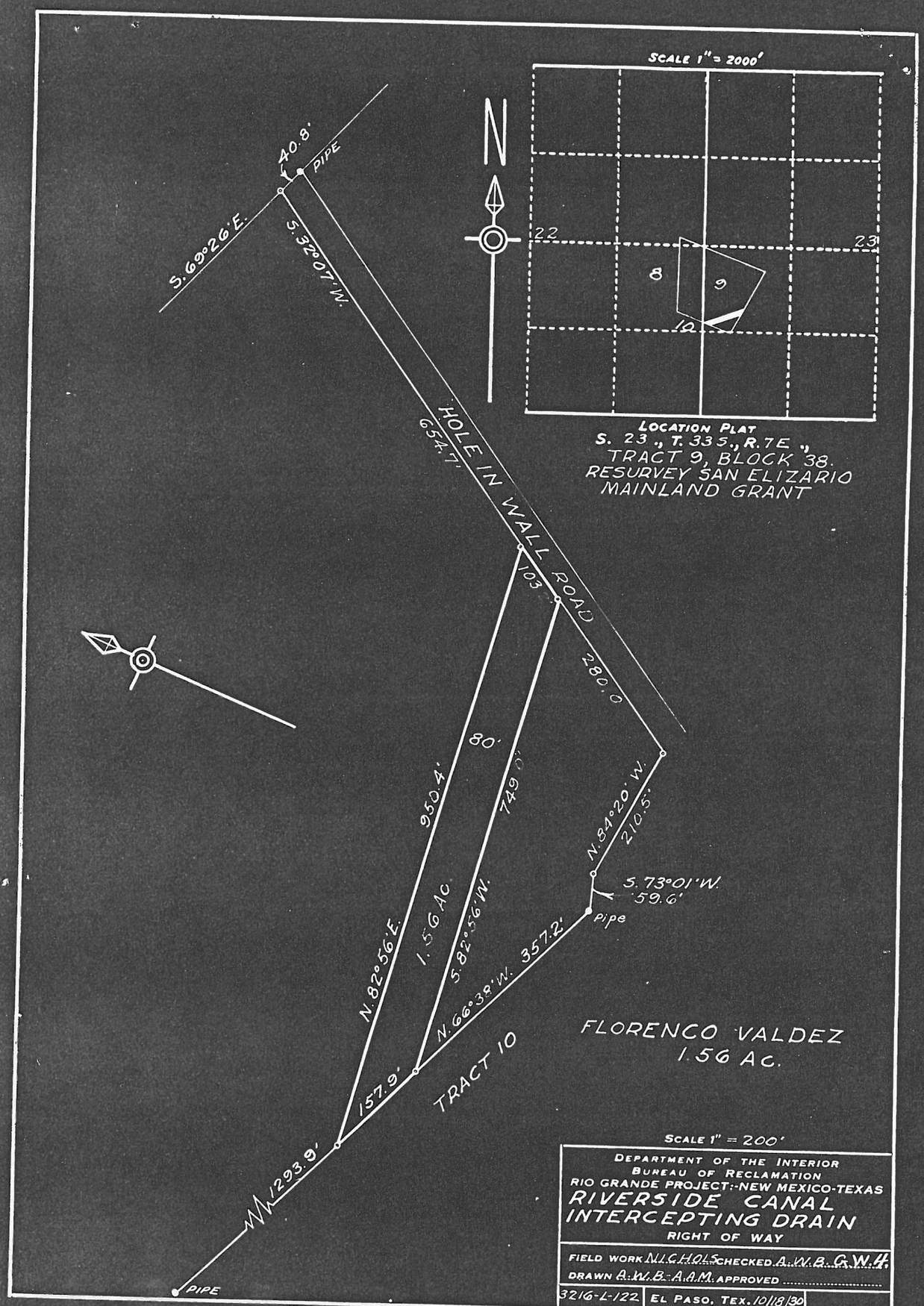
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
RIO GRANDE PROJECT:-NEW MEXICO-TEXAS

RIVERSIDE CANAL INTERCEPTING DRAIN
-RIGHT OF WAY

FIELD WORK NICHOLS CHECKED G. W. H.
DRAWN A.W.B. A.A.M. APPROVED

32.16-L-22 | EL PASO, TEX. 10/20/30


SCALE 1" = 2000'
N
22
23
8
9
10
LOCATION PLAT
S. 23., T. 33 S., R. 7 E.,
TRACT 9, BLOCK 38.
RESURVEY SAN ELIZARIO
MAINLAND GRANT
40.8'
PIPE
S. 69°26' E.
S. 32°07' W.
654.7'
HOLE IN WALL ROAD
103.2'
280.0
80.
950.4'
749.0'
N. 84°20' W.
210.5'
S. 73°01' W.
59.6'
Pipe
N. 82°56' E.
1.56 AC.
S. 82°56' W.
N. 66°38' W. 357.2'
157.9'
TRACT 10
1293.9'
PIPE
W.D. 12/12/30
R&C 5/4/31
BK 533 Pg 598
FLORENCO VALDEZ
1.56 AC.
3-12
SCALE 1" = 200'
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
RIO GRANDE PROJECT:-NEW MEXICO-TEXAS
RIVERSIDE CANAL
INTERCEPTING DRAIN
RIGHT OF WAY
FIELD WORK NICHOLS CHECKED A.W.B. G.W.H.
DRAWN A.W.B.-A.A.M. APPROVED
3216-L-122
EL PASO, TEX. 10/18/30


SCALE 1" = 2000'
N
22
23
8
9
10
LOCATION PLAT
S. 23, T. 33 S., R. 7 E.,
TRACT 9, BLOCK 38.
RESURVEY SAN ELIZARIO
MAINLAND GRANT
40.8'
PIPE
S. 69°26' E.
S. 32°07' W.
HOLE IN WALL ROAD
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103
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FLORENCO VALDEZ
1.56 AC.
TRACT 10
157.9'
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PIPE
SCALE 1" = 200'
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
RIO GRANDE PROJECT:-NEW MEXICO-TEXAS
RIVERSIDE CANAL
INTERCEPTING DRAIN
RIGHT OF WAY
FIELD WORK NICHOLS CHECKED A.W.B. G.W.H.
DRAWN A.W.B.-A.A.M. APPROVED
3216-L-122
EL PASO, TEX. 10/18/30

Rec'd

El Paso, Texas. August 21, 1931.

From Superintendent

To The Commissioner, Washington, D. C.

Subject: Land Purchase contract, Florencio Valdez and Florencia Valdez - Rio Grande Project.

1. In compliance with the General Accounting Office's request to you of August 15, 1931, there is transmitted herewith land purchase contract with Florencio Valdez and Florencia Valdez, dated December 6, 1930.

L.R.Fiock

In duplicate.

Encls.
Contract in duplicate.

CC - Denver

Mr. Banfill

General Accounting Office
Washington, D.C.

A-APK-CC

August 15, 1931.

Commissioner of Reclamation,
Department of the Interior,
Washington, D. C.

Sir:

The expenditure covered by Voucher 1118 of the account of C. L. Harris for May, 1931, is based upon contract numbered I 16 r-498 dated December 6, 1930, with Florencio Valdez & Florencia Valdez, covering purchase of land for United States for Riverside Intercepting Drain, Rio Grande Project.

There is no record of the receipt of the above contract in this office. In order that a proper audit may be made the original signed contract should be furnished as soon as practicable.

For the Comptroller General of the United States.

Respectfully,

B. L. McGinn

Chief of Section.

Office of the Commissioner
Washington, D.C.

August 17, 1931.

Respectfully referred to the Superintendent, El Paso, Texas for reply to be made to this office in duplicate for transmittal to the General Accounting Office.

El Paso, Texas, May 8, 1931.

From: District Counsel

To: Superintendent, El Paso, Texas.

Subject: Acquisition of Land - Opinion of Title - Land Described in Contract dated December 6, 1930, with Florencio Valdez and Florencia S. Valdez; Area, two tracts of land of .55 and 1.56 acre, respectively; Consideration, $240.00; for Riverside Intercepting Drain - Rio Grande Project.

1. A good and indefeasible title to the real property described in the above mentioned land purchase contract is found to be now vested in the United States free and clear of liens and encumbrances, as disclosed by recorded warranty deed dated December 12, 1930, from Florencio Valdez and Florencia S. Valdez, his wife, to the United States and by certificate of guarantee of title of the New York Title & Mortgage Company of Texas, No. 1039, issued through the Pioneer Abstract & Guarantee Title Company of El Paso, Texas, dated April 30, 1931.

2. All taxes assessed up to and including the year 1930 appear to have been paid and, while taxes in Texas become a lien as of the first of the taxable year, the taxing officials of Texas have not made levies or assessments for the year 1931 and consequently taxes for the year 1931 have not attached to the property acquired by the United States.

3. The consideration named in the contract is $240.00, from which a deduction is to be made in the amount of $228.46, representing the sum paid by the United States out of the total consideration in order to remove a tax lien against the property involved in this contract upon the written authorization of the vendors. The voucher and check covering payment of the remainder of the consideration, which is $11.54, should be addressed to the contractors, Mr. Florencio Valdez and Florencia S. Valdez, in care of Newman Investment Co., 116 N. Stanton St., El Paso, Texas.

4. The original and two copies of the recorded deed and the original of the certificate of guarantee of title are transmitted herewith, together with letter from the vendors to the Special Fiscal Agent authorizing the above mentioned deduction.

- - - -

H. J. S. Devries

cc - Commissioner
G. E., Denver

FEES $ 2.00

EL PASO, TEXAS, April 30 1931

RECEIVED FOR RECORD THE FOLLOWING INSTRUMENT:

No. Florencio Valdez and Florencia S.Valdez

50918 -to-

The United States of America - WD.

W. D. GREET, COUNTY CLERK

XXUSRS Rush

RETURN THIS RECEIPT

10 55

BY B/B

DEPUTY

PIONEER ABSTRACT & GUARANTEE TITLE CO

Blue

615 First National Bank Building,
El Paso, Texas,
April 23, 1931.

Mr. Charles Mapel,
c/o Newman Investment Company,
El Paso, Texas.

Dear Mr. Mapel:

Enclosed is letter to be signed by Florenzio Valdez and Florenzia Valdez, his wife, which is self-explanatory, pursuant to our telephone conversation of today.

Very truly yours,

H. J. S. Devries,
District Counsel.

cc - Supt., El Paso

Pioneer Abstract & Guarantee Title Company

EL PASO, TEXAS

April 22, 1931,

Bureau of Reclamation
Toltec Club Building,
El Paso, Texas,

Dear Sir: Att: Mr. Geo. Hoadley,

In connection with the Florencio Valdes land purchase, we have been in communication with Mr. C. J. Mapel, of Newman Investment Company, with reference to the order, authorizing you to pay the delinquent taxes against the Valdes property out of the money coming to him for the land being sold to you.

Mr. Mapel inquired whether or not he can execute the order as agent for Valdes, in as much as the net proceeds of the sale go to C. M. Newman, and Clara S. Ferris to be applied on the payment of the indebtedness owing by Valdes to said parties.

Your early advice in this matter, will be apprecitated.

Very truly yours,

B E Schwartzlose
A.Secy.

BES:MF.

El Paso, Texas, March 2, 1931.

Mr. Florencio Valdez,
Box 290, R. F. D.,
Clint, Texas.

Dear Mr. Valdez:

Reference is made to contract between the United States and yourself dated December 6, 1930, for the purchase by the United States of two tracts of land in the Mainland San Elizario Grant.

We have requested the Pioneer Abstract & Guarantee Title Company to supply a guarantee certificate as to title and we are now advised by the title company that they have requested a corrected tax certificate but have not as yet been advised concerning the taxes. The title company also points out the following matters which must be cleared up before conveyance and payment can be made. Will you kindly take steps to correct the record title in accordance with advice from the title company, which we quote as follows:

"A Vendor's Lien retained in Warranty Deed from C. M. Newman to Florencio Valdez securing payment of one note for $250.00, one note for $500.00, five notes for $750.00 each, one note for $500.00, Nos. 1 to 8, both incl. due in 1 to 8 years respectively after their date, all dated December 20, 1928, bearing 8% interest per annum, payable semi-annually, containing the usual 10% attorney's fee and accelerated maturity clauses, signed by Florencio Valdez, payable to C. M. Newman and fully described in said Warranty Deed of record in Book 511 at page 608 of the Deed records of El Paso County, Texas.

"The original Warranty Deed above mentioned must be obtained and the third description therein corrected or a correction deed is to be obtained from C. M. Newman to Florencio Valdez correctly describing the tract of land described as Tract 3 in said deed above mentioned and referred to as being recorded in Book 511 at page 3 of the Deed Records for the reason that the description of said third tract of land, which is the tract out of which the 1.56 acres being purchased by the United States comes, is very vaguely described and a portion of the description is omitted from the deed."

Very truly yours,

H. J. S. Devries,
District Counsel.

PIONEER ABSTRACT & GUARANTEE TITLE CO.

EL PASO, TEXAS

TITLE DEPARTMENT

PRELIMINARY OPINION

Feb.28,1931

IN REPLY PLEASE REFER TO

NO. 7669

EXAMINER BES

TO Mr. H. J. S. Devries, District Counsel

U.S.R.S.
Toltec Club Bldg., El Paso,Texas

IN RE:

PROPERTY: .55 of an acre and 1.56 acre out of Tr.9,Blk.38 County Resurvey of San Elizario Mainland,fully described in Contract dated Dec.6,1930 between Florencio Valdez and wife and U.S.A.

INSTRUMENTS EXAMINED: None

RECORD TITLE IN: Florencio Valdez and wife, Florencia S.Valdez.

SUBJECT TO:

TAXES: We have requested a corrected Tax Certificate but have not yet received the same and will advise you upon receipt thereof the condition of taxes.

PAVING: None

A Vendor's Lien retained in Warranty Deed from C.M.Newman to Florencio Valdez securing payment of one note for $250.00, one note for $500. five notes for $750.00 each, one note for $500.00, Nos. 1 to 8,both incl. due in 1 to 8 years respectively after their date, all dated Dec.20,1928, bearing 8% interest per annum, payable semi-annually, containing the usual 10% attorney's fee and accelerated maturity clauses, signed by Florencio Valdez, payable to C.M.Newman and fully described in said Warranty Deed of record in Book 511 at page 608 of the Deed records of El Paso County,Texas.

The original Warranty Deed above mentioned must be obtained and the third description therein corrected or a correction deed is to be obtained from C.M.Newman to Florencio Valdez correctly describing the tract of land described as Tract 3 in said deed above mentioned and referred to as being recorded in Book 511 at page 3 of the Deed Records for the reason that the description of said third tract of land, which is the tract out of which the 1.56 acres being purchased by the United States comes, is very vaguely described and a portion of the description is omitted from the deed.

Yours very truly,

R.E.Schwarzbach

Assistant Secretary.

BES/B

El Paso, Texas. February 14, 1931

County Clerk,
El Paso, Texas.

Dear Sir:

Transmitted herewith is land purchase contract between The United States and Florencio Valdez and Florencia S. Valdez, which kindly record, billing the Bureau of Reclamation with recording fee. The attached cloth plats are for your files.

Very truly yours,

H.H.Berryhill

Chief Clerk.

Encl.

El Paso, Texas, February 13, 1931.

The Pioneer Abstract & Guarantee Title Co.,
Two Republics Building,
El Paso, Texas.

Gentlemen:

Under date of January 6, 1931, we wrote you concerning contract dated December 6, 1930, between the United States and Florencio Valdez, giving you the descriptions of the two tracts covered by this contract in order that you might proceed with the preliminary work in connection with the issuance of a guarantee of title.

The deed conveying the two tracts described in the above mentioned contract from Florencio Valdez to the United States has been executed and you may now proceed with the execution of the guarantee of title to this property.

Very truly yours,

H. J. S. Devries,
District Counsel.

CERTIFICATE BY PROJECT SUPERINTENDENT

I hereby certify that the land described in attached land purchase contract dated December 6, 1930, between the United States and Florencio and Florencia S. Valdez, is required for purposes authorized by the Act of June 17, 1902, (32 Stat., 388), namely, as right of way for the Riverside Intercepting Drain, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, ~~$2400.00~~ 240.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 11th day of February, 1931.

L. R. Stock
Project Superintendent

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated December 6, 1930, ~~xxxx~~ between the United States of America and Florencio and Florencia S. Valdez, and that the proposed grantors are in actual, sole and exclusive possession of the land proposed to be conveyed, claiming to be the owners thereof, and no person claiming a right in such land adverse to the proposed grantors is in possession of any part of it.

Dated El Paso, Texas, this 11th day of February, 1931.

Geo. W. Hoadley
Right of way Agent

skr

El Paso, Texas. February 5, 1931

County Clerk,
El Paso, Texas.

Dear Sir:

Transmitted herewith is cancellation of land purchase contract between the United States and Florencio Valdez and wife, which kindly record, billing the Bureau of Reclamation, Toltec Building, El Paso, Texas, with appropriate recording fee.

Very truly yours,

H.H.Berryhill

Chief Clerk.

Encl.

El Paso, Texas, January 6, 1931.

The Pioneer Abstract & Guarantee Title Co.,
Two Republics Bldg.,
El Paso, Texas.

Gentlemen:

By contract dated December 6, 1930, between the United States and Florencio Valdez the United States purposes to buy the following described property, plat attached:

Two tracts of land lying and situate in El Paso County, Texas, and in Sections twenty-two and twenty-three (22&23) Township thirty-three South Range seven East (T33SR7E) Bureau of Reclamation Survey, being also within Tract nine (9) Block thirty-eight (38) as shown on plat of official re-survey of the Mainland San Elizario Grant as accepted by the Commissioners' Court of El Paso County, Texas, the 13th day of January, 1930, and of record in the office of the County Clerk of said county and State, being more particularly described as follows: Tract #1. Beginning at a point on the line between tracts nine and ten (9&10) Block thirty-eight (38) of the said official re-survey of the San Elizario Grant and from which point a pipe at the west corner of Tract nine (9) Block thirty-eight (38) bears North sixty-six degrees thirty-eight minutes West (N66°38'W) five hundred sixty-eight and eight tenths (568.8) feet; thence North no degrees two minutes East (N00°02'E) one thousand twenty-eight and six tenths (1028.6) feet to a point on the line between tracts eight and nine (8&9) Block thirty-eight (38) of said official re-survey of the San Elizario Grant and from which point a pipe at the west corner of Tract nine (9) bears South thirty-two degrees fifty-six minutes West (S32°56'W) nine hundred sixty-one and eight tenths (961.8) feet; thence North thirty-two degrees fifty-six minutes East (N32°56'E) along the line between Tracts eight and nine (8&9) Block thirty-eight (38) thirty-two and eight-tenths (32.8) feet; thence South no degrees thirty-four minutes East (S00°34'E) one thousand sixty-eight and seven-tenths (1068.7) feet to a point on the line between Tracts nine and ten (9&10) Block thirty-eight (38), thence North sixty-six degrees thirty-eight minutes West (N66°38'W) along last mentioned line thirty-one and two-tenths (31.2) feet to the point of beginning, said tract of land containing fifty-five hundredths (0.55) acres more or less.

Tract #2. Beginning at a point on the north-westerly right-of-way

line of the Hole in the Wall Road forty (40) feet in width and from which point an iron pipe bears North thirty-two degrees seven minutes East (N32°07'E) six hundred fifty-four and seven-tenths (654.7) feet and South sixty-nine degrees twenty-six minutes East (S69°26'E) forty and eight-tenths (40.8) feet; thence South thirty-two degrees seven minutes West (S32°07'W) along said northwesterly right-of-way line of the Hole in the Wall Road one hundred three and two-tenths (103.2) feet; thence South eighty-two degrees fifty-six minutes West (S82°56'W) seven hundred forty-nine and no tenths (749.0) feet to a point on the line between Tracts nine and ten (9&10) Block thirty-eight (38) of said official re-survey of the San Elizario Grant; thence North sixty-six degrees thirty-eight minutes West N66°38'W) along line between said Tracts nine and ten (9&10) Block thirty-eight (38) to a point from which an iron pipe bears North sixty-six degrees thirty-eight minutes West (N66°38'W) one thousand two hundred ninety-three and nine-tenths (1293.9) feet; thence North eighty-two degrees fifty-six minutes East (N82°56'E) nine hundred fifty and four-tenths (950.4) feet to point of beginning, said tract of land containing one and fifty-six hundredths (1.56) acres more or less.

This is in lieu of land described in an earlier contract, a cancellation agreement of which is now in Washington for execution. As soon as the cancellation agreement has been duly executed we will wish to go forward with the land purchase contract of December 6, 1930, for the above described land and, complying with the request of Mr. C. J. Mapel of the Newman Investment Company, we give you this information with the thought that you might be conducting some preliminary work looking to the ultimate execution of guarantee as to the above described tracts of land when a cancellation agreement has been consummated as to the old contract.

Very truly yours,

H. J. S. Devries,
District Counsel.

Form 7-276
Approved by the Department of the Interior
June 12, 1923
(April, 1925)

116r-498

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
RIO GRANDE IRRIGATION PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 6th day of December, 1930, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between the UNITED STATES OF AMERICA, hereinafter styled the United States, by L. R. Fiock, Superintendent, Bureau of Reclamation, thereunto duly authorized,[1] ~~and subject to the approval of the proper supervisory officer thereof~~, and Florencio Valdez and Florencia S. Valdez, his wife, hereinafter styled Vendor, of San Elizario, County of El Paso, State of

2. WITNESSETH, That for and in consideration of the mutual agreements herein contained, the parties hereto do covenant and agree as follows:

3. The Vendor shall sell and by good and sufficient general warranty (General warranty, covenant against grantor, or quitclaim) deed, convey to the United States, free of lien or encumbrance, the following-described real estate which is their community (Homestead, community, separate) property, situated in the County of El Paso State of Texas, to wit:

Two tracts of land lying and situate in El Paso County, Texas, and in Sections twenty-two and twenty-three (22+23) Township thirty-three South Range seven East (T33SR7E) Bureau of Reclamation Survey, being also within Tract nine (9) Block thirty-eight (38) as shown on plat of official re-survey of the Mainland San Elizario Grant as accepted by the Commissioner's Court of El Paso County, Texas, the 13th day of January, 1930, and of record in the office of the County Clerk of said county and State, being more particularly described as follows: Tract #1. Beginning at a point on the line between tracts nine and ten (9+10) Block thirty-eight (38) of the said official re-survey of the San Elizario Grant and from which point a pipe at the west corner of tract nine (9) Block thirty-eight (38) bears North sixty-six degrees thirty-eight minutes West (N66°38'W) five hundred sixty-eight and eight tenths (568.8) feet; thence North no degrees two minutes East (N00°02'E) one thousand twenty-eight and six tenths (1028.6) feet to a point on the line between tracts eight and nine (8+9) Block thirty-eight (38) of said official re-survey of the San Elizario Grant and from which point a pipe at the west corner of tract nine (9) bears South thirty-two degrees fifty-six minutes West (S32°56'W) nine hundred sixty-one and eight tenths (961.8) feet; thence North thirty-two degrees fifty-six minutes East (N32°56'E) along the line between tracts eight and nine (8+9) Block thirty-eight (38) thirty-two and eight tenths

[1] Strike out clause regarding approval of supervisory officer if not applicable

Correct as to Engr. Data

(32.8) feet; thence South no degrees thirty-four minutes East (S00°34'E) one thousand sixty-eight and seven tenths (1068.7) feet to a point on the line between tracts nine and ten (9+10) Block thirty-eight (38), thence North sixty-six degrees thirty-eight minutes West (N66°38'W) along last mentioned line thirty-one and two tenths (31.2) feet to the point of beginning, said tract of land containing fifty-five hundredths (0.55) acres more or less all as shown on U. S. Bureau of Reclamation Survey plat attached hereto and made a part hereof. Tract #2. Beginning at a point on the northwesterly right of way line of the Hole in the Wall Road forty (40) feet in width and from which point an iron pipe bears North thirty-two degrees seven minutes East (N32°07'E) six hundred fifty-four and seven tenths (654.7) feet and South sixty-nine degrees twenty-six minutes East (S69°26'E) forty and eight tenths (40.8) feet; thence South thirty-two degrees seven minutes West (S32°07'W) along said northwesterly right of way line of the Hole in the Wall Road one hundred three and two tenths (103.2) feet; thence South eighty-two degrees fifty-six minutes West (S82°56'W) seven hundred forty-nine and no tenths (749.0) feet to a point on the line between tracts nine and ten (9+10) Block thirty-eight (38) of said official re-survey of the San Elizario Grant; thence North sixty-six degrees thirty-eight minutes West (N66°38'W) along line between said tracts nine and ten (9+10) Block thirty-eight (38) to a point from which an iron pipe bears North sixty-six degrees thirty-eight minutes West (N66°38'W) one thousand two hundred ninety-three and nine tenths (1293.9) feet; thence North eighty-two degrees fifty-six minutes East (N82°56'E) nine hundred fifty and four tenths (950.4) feet to point of beginning said tract of land containing one and fifty-six hundredths (1.56) acres more or less all as shown on U.S. Bureau of Reclamation Survey plat attached hereto and made a part hereof.

the same by the United States.

8. The Vendor may retain possession of said property until 12/7/30 notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop thereon until 12/7/30 ; except that the proper officers and agents of the United States shall at all times have unrestricted access to survey for and construct reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said reclamation works, free of any claim for damage or compensation on the part of the Vendor.

9. This contract shall become effective to bind the United States to purchase said property immediately upon its approval by the proper supervisory officer of the Bureau of Reclamation, and shall terminate by limitation at the expiration of months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Vendor, and the successors and assigns of the United States.

10. Where the operations of this contract extend beyond the current fiscal year, it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the Vendor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

11. The Vendor warrants that the Vendor has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business with others than the Government.

12. 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).

In witness whereof the parties have hereto signed their names the day and year first above written.

THE UNITED STATES OF AMERICA,

By L. R. Fiock 3/4/31
Superintendent, Bureau of Reclamation.

Witnesses:

B.L.Farrar

P. O. Address El Paso, Texas

Manuel Bernal

P. O. Address Clint, Texas

B.L.Farrar

P. O. Address El Paso, Texas

Manuel Bernal

P. O. Address Clint, Texas

His (x) Mark Florencio Valdez *Vendor.*

Her (x) Mark Florencia S. Valdez *Vendor.*

Vendor.

P. O. Address c/o Newman Invest. Co.
116 N.Stanton St.,
El Paso, Texas

Approved:

(Date) ....., 192

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF El Paso } ss:

Strike out (b) in case the law does not require examination of wife apart from her husband in conveyance of the kind of property described in Article 3 hereof.

(a) I, Charles J. Mapel, a Notary Public in and for said county, in the State aforesaid, do hereby certify that Florencio Valdez and Florencia S. Valdez who are personally known to me to be the person s whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that t hey signed, sealed, and delivered said intrument of writing as th eir free and voluntary act, for the uses and purposes therein set forth.

(b) I further certify that I did examine the said Florencia S. Valdez separate and apart from her husband, and explained to her the contents of the foregoing instrument, and upon that examination she declares that she did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and does not wish to retract the same.

Given under my hand and official seal, this 6th day of December, 1930

[SEAL]

My commission expires _____

Charles J. Mapel, Notary Public in and for El Paso County, Texas

CERTIFICATE OF COUNTY RECORDER

STATE OF Texas
COUNTY OF El Paso } ss:

I hereby certify that this instrument was filed for record at my office at 10:47 o'clock a M., Feb 16, 1931 and is duly recorded in Vol. 543 of Deed records Page No. 93 Recorded 4:30 P.M. 3/10/31

_____ County Recorder. By W. D. Arent Fees, $_____

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF Texas
COUNTY OF El Paso } ss:

(Execute only on Returns Office copy)

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a contract made by me, personally, with Florencio and Florencia S. Valdez that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said Florencio and Florencia S. Valdez, or to any other person or persons; and that the papers accompanying include all those relating to the said contract, as required by the statute in such case made and provided.

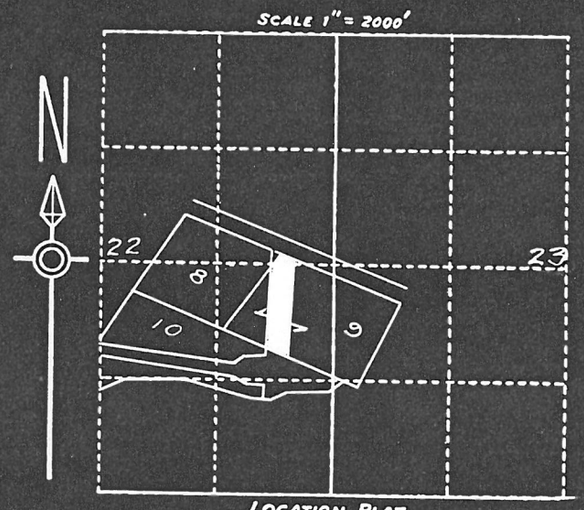
L.R.Flock
Superintendent
Bureau of Reclamation.

Subscribed and sworn to before me at El Paso, Texas this 11th day of February, A. D. 1931

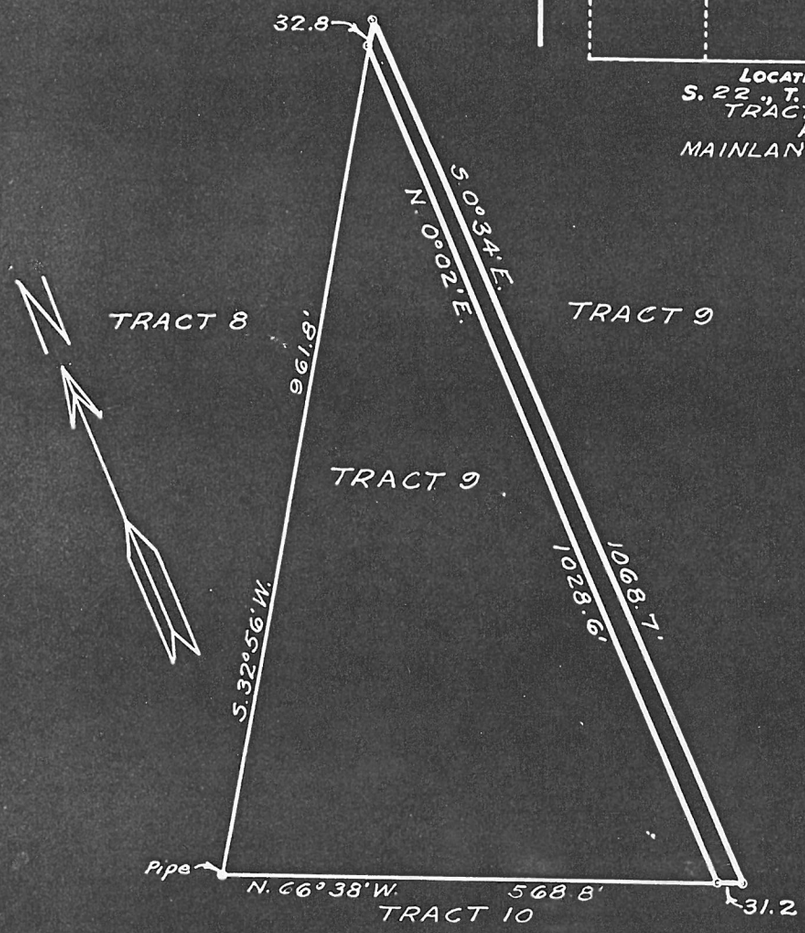
Geo.W.Hoadley

[OFFICIAL SEAL] My commission expires 6/1-31

GOVERNMENT PRINTING OFFICE



LOCATION PLAT
S. 22., T. 33S., R. 7 E., U.S.R.S.
TRACT 9 BLOCK 38
RESURVEY OF
MAINLAND SAN ELIZARIO



FLORENCO VALDEZ
"FRANCISCO VIGIL SURVEY"
Total Area 0.55 ACRES

SCALE 1" = 200'

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
RIO GRANDE PROJECT:-NEW MEXICO-TEXAS

RIVERSIDE CANAL INTERCEPTING DRAIN

RIGHT OF WAY

FIELD WORK N.I.C.H.O.L.S. CHECKED G. W. H.
DRAWN A.W.B. A.A.M. APPROVED

3216-L-22 | EL PASO, TEX. 10/20/30

Standard Form No. 1036
Form approved by
Comptroller General U. S
June 18, 1926

STATEMENT AND CERTIFICATE OF AWARD

ABSTRACT OF AGREEMENT

ADVERTISING—AWARD—FORM

No. 116r-498 (Contract)

Date 12/6-30, 19

(Department or establishment) (Bureau or office) (Location)

ABSTRACT OF AGREEMENT

(Name of contractor) Total amount, $

By Subject

Title Contract period

Address Appropriation

Contracting officer Discount

Items

Quantity

Unit price(s)

Deliveries

Conditions

Payments

Deductions

Special requirements:

Damages, actual

Damages, liquidated

Other

Remarks

METHOD OF OR ABSENCE OF ADVERTISING

(Section 3709 of the Revised Statutes)

1. After advertising in newspapers.
2. After advertising by circular letters sent to ____ dealers and *by notices posted in public places.*
3. Without advertising, under an exigency of the service which existed prior to the order and would not admit of the delay incident to advertising.
4. Without advertising, in accordance with

Riverside Intercepting Drain

5. Without advertising, it being impracticable to secure competition because of *

*See NOTE 1 on reverse hereof.

GOVERNMENT PRINTING OFFICE 10—1751

[OVER]

Form 7-281
(Revised Dec., 1920)
(Reprint July, 1923)

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

REPORT ON LAND PURCHASE CONTRACT

(SEE PAGES 251-267, VOL: I, OF MANUAL)

INFORMATION relating to land purchase contract made 12/6-1930, 192 , with

Florencio Valdez and wife Florencia S. Valdez

1. State purpose for which the land is required.

Riverside Intercepting Drain

2. State description and *approximate area* of land to be conveyed.

Tract #1, containing 0.55 acres
" #2, " 1.56 "
Both fully described in contract

3. State nature, number, and date of entry by which it was acquired under public land laws, also date of final certificate and patent, if such has been issued.

No public lands in Texas

4. State names of the owners, post-office addresses, and county and State of residence. Give names of wives and husbands, as the case may be; if unmarried, widow, or widower, so state.

Florencio Valdez
Florencia S. Valdez, c/O Newman Investment Co.,
116 N. Stanton St.,
El Paso, Texas

5. State who is in possession of the premises to be conveyed, or of any part thereof, and if a tenant, give his name and post-office address. If the land is held under a lease, state the general terms of such lease, the date the tenant is to give up possession, and state clearly whether any arrangement has been made with the tenant for the disposition of his affected interest.

Owner in possession

6. State whether land is subject to right of way by virtue of contract with water users' association, irrigation district, or other agreement.

Yes

7. State how much of the land is under cultivation, to what kind of crops, with area of each crop cultivated, and how much is not cultivated but is capable of being brought under cultivation, as well as the general character of such land; also the condition and kind of improvements, if any. Give a detailed estimate of the value of all important improvements on the land, such as buildings; *also the amounts and values of the several classes of land.*

Has been in cotton

8. If any portion of the land is irrigated, state what water rights go with the land and how much of the cultivated and how much of the uncultivated land is capable of irrigation.

Water rightsin the San Elizario and Quadrilla Canals

9. State the selling price of similar land in the vicinity.

$125.00 to $175.00 per acre

10. State fully any other matters relative to the land or to the purchase that may be of interest to the Government, especially concerning possible injury or benefit to other portions of this tract.

The construction of the Fabens drain will relieve seepage conditions on the land of the contractor. The land being seeped by the river and the Island Feeder Canal.

Dated February 11, 1921

(Signature) Geo. W. Hoadley

Right of Way Agent
(Title)
In Charge of Negotiations.

Approved:

L. R. Fiock

~~Superintendent~~
Project Manager

GOVERNMENT PRINTING OFFICE

AWARD OF CONTRACT

(State whether to lowest bidder, or otherwise; if otherwise, reasons for rejection of lower bid or bids must be given hereon or on the abstract of bids or the bids filed herewith)

FORM OF AGREEMENT

A. Under formal contract.
B. Under written proposal and acceptance.
C. Under less formal agreement _____
(State character)

CERTIFICATE

I certify that the foregoing abstract is true and correct; that the agreement was made in consequence of No. _____ of the method of advertising and in the form lettered _____ as shown above; that the articles or services covered by the agreement are necessary for the public service, and that the prices charged are just and reasonable.

_____ (Signature of officer) _____ (Title)

NOTE 1.—Among the reasons which may be assigned as making competition impracticable (see No. 5 of "Method of or Absence of Advertising") are the following:
(*a*) Under a formal contract for construction, there arises a necessity for additional work practicable of performance only by the contractor.
(*b*) The articles wanted are patented or copyrighted and not on sale by dealers, but by the owners of the patent or copyright, or their agents or assigns alone, at a fixed and uniform price.
(*c*) There is only one dealer within a practicable distance from whom the articles can be obtained.
(*d*) Prices or rates are fixed by legislation, either Federal, State, or municipal; or by competent regulation.
(*e*) Previous advertising for the identical purchase has been followed by the receipt of no proposals or only of such as were unreasonable, and under circumstances indicating that further advertising would not alter results.

NOTE 2.—This abstract will be used to support *all* agreements, both formal contracts and less formal agreements of whatever character, involving the receipt or expenditure of public funds. It should be executed so far as applicable and signed by the contracting officer, and be attached to and accompany the agreement to the General Accounting Office.

NOTE 3.—Where the details of an agreement are too voluminous to adequately state them briefly in any of the spaces provided therefor in the abstract, the statement thereof may be carried to the space below or made on a separate sheet.

10—1751

CERTIFICATE

I CERTIFY that the foregoing statement is true and correct; that the agreement was made in consequence of No. 4 of the method of or absence of advertising and in accordance with award of contract lettered A as shown above; that where lower bids (expenditure contracts) or higher bids (receipt contracts) as to price were received a statement of reasons for their rejection, together with an abstract of bids received, including all lower than that accepted in case of expenditures, and all higher in case of receipt contracts, is given below or on the reverse hereof or on a separate sheet attached hereto; that the articles or services covered by the agreement (expenditure) are necessary for the public service, and that the prices charged are just and reasonable.

L.R.Fiock
Superintendent

7—523t
August, 1927
Approved by the Department
January 4, 1927

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande Irrigation Project

RECORD OF EXECUTION OF CONTRACT

DEC 6

IN RE CONTRACT, and bond, if any, relating to above-named project, dated El Paso, Texas
symbol and number 116r-498; made by Florencio Valdez and Florencia S. Valdez
amount involved, ~~$94.00~~ 240.00 authority No. ..... or clearing account .....
purpose ~~Purchase of land~~
Reference: .....

Notice of execution of contract to be given Chief Engineer at Denver, Superintendent at El Paso, Texas, District Counsel at El Paso, Texas
and .....

Place El Paso, Texas Date Feb. 11, 1931

1. On this date the above-described contract was executed (or) passed, and bond, if any, approved (or) passed, by this office, and transmitted to district counsel for legal approval.

L. R. Fiock, Project Superintendent.

Inclosures:
Original and 3 copies of this form.
Original and 4 copies of contract.

Place El Paso, Texas Date Feb. 13, 1931

2. On this date the above-described contract, with bond, if any, was given legal approval by this office, and transmitted to the Rio Grande office.

H. J. S. Devries, District Counsel.

Inclosures:
Original and 2 copies of this form.
Original and 4 copies of contract.

Denver, Colorado, Date .....

3. On this date the above-described contract was executed, and bond, if any, approved by this office.

....., Chief Engineer.

Denver, Colorado, Date .....

4. On this date the above-described contract, with bond, if any, was passed by this office and transmitted to the Washington office.

....., Chief Engineer.

Inclosures:
Original and ..... copies of this form.
Original and ..... copies of contract.

Washington, D. C., Date .....

5. On this date the above-described contract was executed, and bond, if any, approved by .....

6—7416

....., Commissioner.