

180

GOSS, WILLIAM D., et. ux., Estalia M.

WARRANTY DEED

104 JUAN DE HERRERA LATERAL

0023-00~~7~~⁷³-0035-00

6-(35) Texas

W.D. Goss

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

Know all men by these presents;

William D. Goss and Estalla M. Goss

of the County of El Paso, State of Texas, in consideration of the sum of **Two Hundred and Seventy Dollars (\$270.00)**-----
DOLLARS,

to us in hand paid by **THE UNITED STATES OF AMERICA**, pursuant to the Act of June 17, 1902 (32 Stat., 388) and acts amendatory thereof and supplementary thereto the receipt of which is hereby acknowledged

have 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~~ ~~the State of~~ ~~Texas~~, 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: A tract of land lying and situate in the Ysleta Grant, El Paso County, Texas in the Southwest quarter Northwest quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) Section sixteen (16) Township thirty-one (31) South, Range six (6) East, Bureau of Reclamation Survey, being also within tract 10B Block 17 as shown on plat of official resurvey of the Ysleta Grant, as accepted by the Commissioner's Court of El Paso County, Texas the 8th day of February 1932, and of record in the office of the County Clerk of said county and state, being more particularly described as follows:

Beginning at a point the most southerly corner of tract 10B block 17 of the official resurvey of the Ysleta Grant; thence North forty-five degrees (45°) nine minutes (9') West along the southwest line of said tract 10B block 17, four hundred eighty-one and three tenths (481.3) feet to a corner; thence North forty-four degrees (44°) fifty-one minutes (51') East twenty-five and no tenths (25.0) feet; thence South forty-five degrees (45°) nine minutes (9') East four hundred fifty-seven and two tenths (457.2) feet to a point on the east line of tract 10B block 17 and from which point the Northeast corner of the property of the grantors bears North no degrees (0°) fifty-four minutes (54') East four hundred thirty-one and eight tenths (431.8) feet; thence South no degrees (0°) fifty-four minutes (54') West along said east line of tract 10B block 17 thirty-four and eight tenths (34.8) feet to the point of beginning, said tract of land containing twenty-seven hundredths (0.27) of an acre, more or less, as shown on plat attached to contract dated March 27, 1934, between ourselves as vendors and The United States of America as vendee, of record in the Deed Records of El Paso County in Volume 582
Page 437

Correct as to Engr. Data S.M.A.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the said

THE UNITED STATES OF AMERICA, its successors

heirs and assigns forever; and do hereby bind heirs, executors and administrators, to Warrant and forever Defend, all and singular, the said premises unto the said

heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

OUR
WITNESS ~~XXXX~~ hand at El Paso, Texas, this 11th day of
August A. D. 19 34.

Witnesses at Request of Grantor

.....
.....
.....
.....

U.S.I.R.
50¢
STAMP.

SINGLE ACKNOWLEDGMENT.

THE STATE OF TEXAS,

County of El Paso.

a Notary Public

Before me the undersigned authority

in and for El Paso County, Texas, on this day personally appeared

William D. Goss

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 11th day of August A. D. 19 34

Geo. W. Hoadley

Notary Public in and for El Paso County, Texas.

(SEAL)

WIFE'S SEPARATE ACKNOWLEDGMENT.

THE STATE OF TEXAS,

County of El Paso.

Public

Before me the undersigned authority a Notary

in and for El Paso County, Texas, on this day personally appeared

Estella M. Goss

wife of William D. Goss

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 Estella M. Goss 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 11th day of August A. D. 19 34

Geo. W. Hoadley

Notary Public in and for El Paso County, Texas.

(SEAL)

CLERK'S CERTIFICATE

THE STATE OF TEXAS,

County of El Paso.

I, W. D. Greet

Clerk of the County Court

of said County, do hereby certify that the above instrument of writing, dated on the 11 day of Aug. A. D. 19 34, with its certificate of authentication, was filed for record in my office this 15 day of Aug. A. D. 19 34, at 11:28 o'clock A. M. and duly recorded the 17 day of Aug. A. D. 19 34, at 3:03 o'clock P. M. in the records of said County, in Volume 583 on Pages 402

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

W. D. Greet

Clerk County Court, El Paso County, Texas.

(SEAL)

By A. A. Osborne, Deputy.

William D. Goss et ux

Estella M. Goss

TO

U. S. of A.

Warranty Deed

Filed for Record the 15

day of Aug. 19 34

at 11 o'clock and 28 minutes A. M.

W. D. Greet, Clerk,

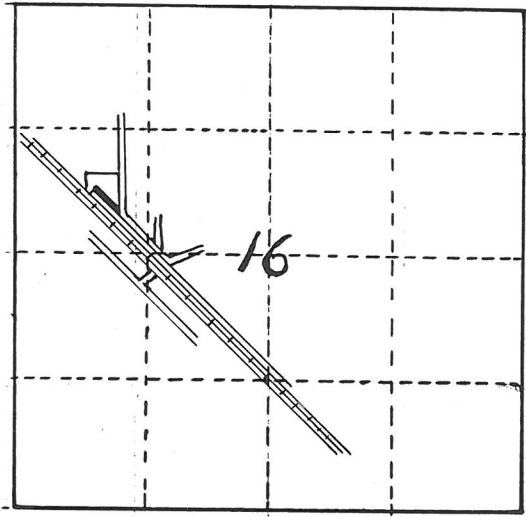
County Court, El Paso County, Texas.

By Geo. H. Booth, Deputy.

583/402

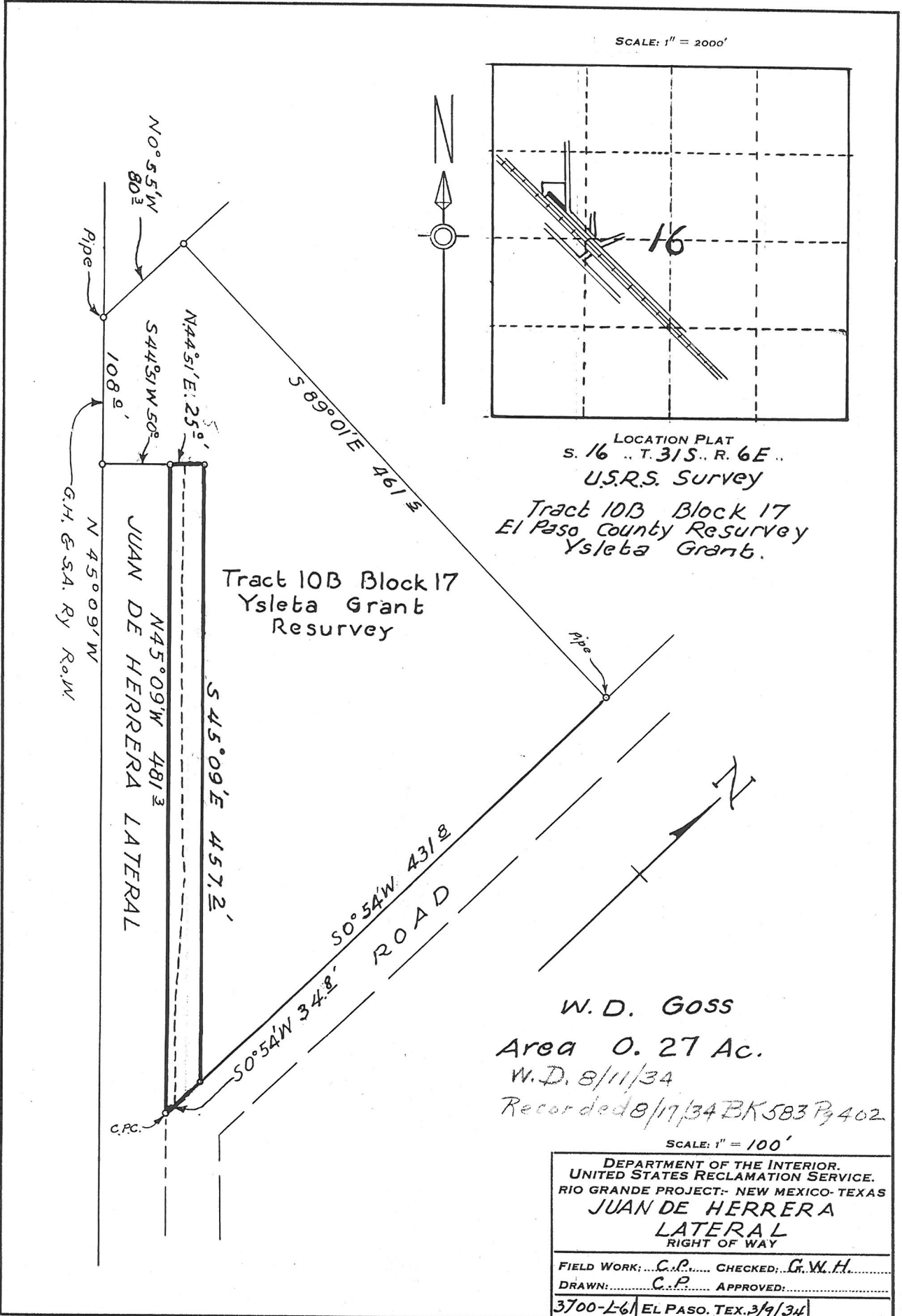
8/11/34

SCALE: 1" = 2000'



LOCATION PLAT
S. 16 .. T. 31 S., R. 6 E. ..
U.S.R.S. Survey

Tract 10B Block 17
El Paso County Resurvey
Ysleta Grant.



Tract 10B Block 17
Ysleta Grant
Resurvey

JUAN DE HERRERA LATERAL
N 45° 09' W 481.2'
S 44° 51' E 25.5'
S 44° 51' W 508.2'
N 45° 09' W 481.2'

G.H. & S.A. RY R.O.W.
N 45° 09' W

ROAD
50° 54' W 34.8'
50° 54' W 431.2'
S 45° 09' E 457.2'

W. D. GOSS
Area 0.27 Ac.
W.D. 8/11/34
Recorded 8/17/34 BK 583 P 402

SCALE: 1" = 100'

DEPARTMENT OF THE INTERIOR.
UNITED STATES RECLAMATION SERVICE.
RIO GRANDE PROJECT- NEW MEXICO- TEXAS
**JUAN DE HERRERA
LATERAL
RIGHT OF WAY**
FIELD WORK: C.P. CHECKED: G.W.H.
DRAWN: C.P. APPROVED:
3700-26 EL PASO, TEX. 3/9/34

619 First National Bank Bldg.,
El Paso, Texas,

August 28, 1934.

From: District Counsel

To: Superintendent, El Paso, Texas.

Subject: Acquisition of land - Opinion of title to land described in contract dated March 27, 1934, between the United States and Wm. D. Goss and Estella M. Goss, his wife; Area, .27 acre; Consideration, \$270.00; for dumping waste and sand from Juan de Herrera Main Lateral - 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 August 11, 1934, from William D. Goss and Estella M. Goss, his wife, to the United States, and by policy of title insurance number 4031 of the Commercial Standard Insurance Co., Dallas, Texas, dated August 15, 1934, countersigned by their El Paso agent, N. H. Gillet, and bearing his file No. C/2615.

2. All taxes and water charges assessed up to and including the year 1933 appear to have been paid. While taxes in Texas become a lien as of the first of the taxable year, the taxing officials had not at the time of the conveyance to the United States, completed the tax rolls for the year 1934 and consequently taxes for the year 1934 may be disregarded.

3. The consideration named in the contract, namely \$270.00, may now be paid to the United States' grantors, William D. Goss and Estella M. Goss, c/o The Pioneer Abstract & Guarantee Title Co., 315 1st Nat'l Bank Bldg., El Paso, there being no deductions.

4. The original land purchase contract, the original and two copies of the recorded deed, and the original of the title insurance policy are transmitted herewith.

- - - -

H. J. S. Devries.

cc - Commissioner
Chief Engineer

TAX ASSESSOR'S OFFICE
EL PASO COUNTY

P. D. LOWRY
Tax Assessor

El Paso, Texas
August 21, 1934

Bureau of Reclamation,
City.

Gentlemen:

This is to certify that a tract of land containing 0.27 acres, sold to the United States of America by W. D. Goss, out of tract 10-B, Block 17, Valleta Grant, was not assessed for the year 1934.

Very truly yours,

P. D. LOWRY, Tax Assessor

By W. H. Hedrick
Deputy

ELP:K

El Paso County Water Improvement District No. 1

Collector's Certificate

El Paso, Texas Aug. 21, 1934

This is to certify that all charges due El Paso County Water Improvement District No. 1, on property assessed to W. S. Jones and described as

MAP NO.	ABS. NO.	SUR. NO.	GRANTOR	LOT	BLK.	SUBDIVISION	TOTAL ACREAGE
B. 171	214		M. L.				2.60
T. 10 R							

have been paid to and including the year 1933, except the following items:

YEAR	CONSTRUCTION REPAYMENT	PENALTY AND INTEREST	TOTAL	MAINTENANCE AND OPERATION	PENALTY AND INTEREST	TOTAL	TOTAL FOR YEAR
Out of this tract as assessed for 1933, there has been sold to the U.S. Bureau of the Land Comm. of V. A. which has been deducted							\$

CRICHT PRINT, EL PASO, TEXAS

Signed [Signature]
ASSESSOR AND COLLECTOR

El Paso County Water Improvement District No. 1.

P. 18

Tax Certificate

THIS IS TO CERTIFY THAT THERE ARE NO TAXES DUE THE STATE OF TEXAS OR THE COUNTY OF EL PASO UPON THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT:

Block 17, Tract 10B, Ysleta Grant, El Paso County, Texas.

EXCEPT THE FOLLOWING, TO-WIT:

FOR THE YEAR	\$ <u>None</u> -----
FOR THE YEAR	\$ -----
FOR THE YEAR	\$ -----
FOR THE YEAR	\$ -----
FOR THE YEAR	\$ -----
FOR THE YEAR	\$ -----

WITNESS MY HAND AND OFFICIAL SEAL AT EL PASO, TEXAS, THIS 21st-----
DAY OF August-----1934---

HERMAN ROSCH
COLLECTOR OF TAXES OF THE COUNTY OF EL PASO, TEXAS
BY R. P. Basson-----DEPUTY

PIONEER ABSTRACT & GUARANTEE TITLE CO.

A PERSONAL SERVICE

ESTABLISHED 1919

PHONE MAIN 838

315 FIRST NATIONAL BANK BUILDING

EL PASO, TEXAS

August 9, 1934

Department of the Interior
Bureau of Reclamation
619 First National Bank Bldg.
El Paso, Texas

Attention: Mr. Devries

Gentlemen:

We have just been advised by Mr. Goss that the release requested in our letter to you of June 5, 1934, with reference to land purchased by the United States from William D. Goss of a portion of Tract 10B, Block 17, of the Ysleta Grant in El Paso County, Texas, will be forthcoming in the next few days.

Will you therefore be kind enough to prepare the deed of conveyance from Goss and wife to the United States of America and submit the same to us at your very earliest convenience.

Very truly yours,

PIONEER ABSTRACT & GTEE. TITLE CO.

BES:m
CC:
Geo. Hoadley

BY 
B. E. SCHWARZBACH, Sec'y.

619 First National Bank Bldg.,
El Paso, Texas

June 8, 1934.

Mr. William D. Goss,
R. 1, Box 177,
El Paso, Texas.

Dear Sir:

A letter dated June 5, 1934, has been received from the Pioneer Abstract & Guarantee Title Co., 315 First National Bank Bldg., El Paso, Texas, in which are set forth a number of existing liens which must be paid or released before the title company will issue a title policy covering the property described in contract dated March 27, 1934, between yourself and wife and the United States. Inasmuch as the issuance of such title policy is a prerequisite to the closing of this transaction and payment of the consideration named in the contract, will you please endeavor to take care of the matters mentioned in the Pioneer Company letter, a copy of which is enclosed.

Very truly yours,

H. J. S. Devries,
District Counsel.

Encl.

cc - Supt., El Paso.

PIONEER ABSTRACT & GUARANTEE TITLE Co.

A PERSONAL SERVICE

ESTABLISHED 1919

PHONE MAIN 838

315 FIRST NATIONAL BANK BUILDING

EL PASO, TEXAS

June 1, 1924

Dear Sirs: We have this day
received from the State of Texas
the following abstract of title
to land, to-wit:

Abstract of title to land, to-wit:

Abstract of title to land, to-wit:

Abstract of title to land, to-wit: The State of Texas, by and through the State Auditor, do hereby certify that the following is a true and correct abstract of title to land, to-wit:

Abstract of title to land, to-wit: The State of Texas, by and through the State Auditor, do hereby certify that the following is a true and correct abstract of title to land, to-wit:

Abstract of title to land, to-wit: The State of Texas, by and through the State Auditor, do hereby certify that the following is a true and correct abstract of title to land, to-wit:

1. Abstract of title to land, to-wit: The State of Texas, by and through the State Auditor, do hereby certify that the following is a true and correct abstract of title to land, to-wit:

2. Abstract of title to land, to-wit: The State of Texas, by and through the State Auditor, do hereby certify that the following is a true and correct abstract of title to land, to-wit:

3. Abstract of title to land, to-wit: The State of Texas, by and through the State Auditor, do hereby certify that the following is a true and correct abstract of title to land, to-wit:

Abstract of title to land, to-wit: The State of Texas, by and through the State Auditor, do hereby certify that the following is a true and correct abstract of title to land, to-wit:

CONFIDENTIAL, portion of the actual contract of, and the 1933 contract, relative to the portion of the above mentioned report, being acquired by you with the object in view of said vendor's wish. When he receives the release of deed, he will be in position to write the assigned title policy.

Very truly yours,

ROBERT H. STANLEY, Secy. Genl.

By: *R. H. Stanley*
R. H. Stanley, Secy. Genl.

RS:11

P.S.

We have just been informed that there is an excess in water charge for the year 1933 of \$1.66.

619 First National Bank Bldg.,
El Paso, Texas,

April 3, 1934.

Pioneer Abstract & Guarantee Title Co.,
First National Bank Bldg.,
El Paso, Texas.

Gentlemen:

Will you please furnish the Bureau of Reclamation a certificate of guaranty of title covering fee simple title, free and clear of liens and encumbrances, to be vested in the United States of America, to land situated within Tract 10B, Block 17, as shown on plat official re-survey of the Ysleta Grant, El Paso County, Texas, and described in contract dated March 27, 1934, between the United States and William D. Goss and Estella M. Goss, wherein the vendors agree to sell said land to the United States for a consideration of \$270.00.

Very truly yours,

H. J. S. Devries,
District Counsel.

CERTIFICATE OF POSSESSION

WHEREAS certain land parcels owned by the United States of America, and described in a purchase contract dated March 27, 1935, between the United States of America, and William H. and Estelle M. Gray, and the aforesaid parcels are in actual, sole and exclusive possession of the land conveyed to the Grayes, claiming to be the owners thereof, and no person claiming a right in such land adverse to the Grayes is in possession of any part of it.

Dated at El Paso, Texas, this 29th day of March, 1948.

Edwin J. ...
Notary Public

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this **twenty-seventh** day of **March**, 193**4**, 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~~ **represented by the officer executing this contract**

~~thereby authorized and subject to the approval of the proper revenue officers thereof~~
and **William D. Goss**

and **Estella M. Goss**, his wife, hereinafter styled Vendor,

of **Ysleta**, County of **El Paso**, State of **Texas**

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** deed, (General warranty, covenant against grantor, or quitclaim) convey to United States, free of lien or encumbrance, the following-described real estate which is

th eir community property, situated in the County of **El Paso**
(Homestead, community, separate)

State of **Texas**, to wit:

A tract of land lying and situate in the Ysleta Grant, El Paso County, Texas in the Southwest quarter Northwest quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) Section sixteen (16) South Township thirty-one (31) South, Range six (6) East, Bureau of Reclamation Survey, being also within tract 10B Block 17 as shown on plat official resurvey of the Ysleta Grant, as accepted by the Commissioner's Court of El Paso County, Texas the 8th day of February, 1932, and of record in the office of the County Clerk of said county and state, being more particularly described as follows:

Beginning at a point the most southerly corner of tract 10B Block 17 of the official resurvey of the Ysleta Grant; thence North forty-five degrees (45°) nine minutes (09') West along the southwest line of said tract 10B block 17, four hundred eighty-one and three tenths (481.3) feet to a corner; thence North forty-four degrees (44°) fifty-one minutes (51') East twenty-five and no tenths (25.0) feet; thence South forty-five degrees (45°) nine minutes (09') East four hundred fifty-seven and two tenths (457.2) feet to a point on the east line of tract 10B block 17 and from which point the Northeast corner of the property of the grantors bears North no degrees (00°) fifty-four minutes (54') East four hundred thirty-one and eight tenths (431.8) feet; thence South no degrees (00°) fifty-four minutes (54') West along said east line of tract 10B block 17 thirty-four and eight tenths (34.8) feet to the point of beginning, said tract of land containing twenty-seven hundredths (0.27) of an acre, more or less, as shown on plat attached hereto and made a part hereof.

Correct as to Engr. Data
S. M. A.

4. Upon receipt of notice that this contract has been approved on behalf of the Bureau of Reclamation, the vendor shall, without cost to the United States, promptly furnish a complete abstract of title covering the said property, which shall later be extended by the Vendor to include each instrument subsequently recorded in connection herewith, including the conveyance made pursuant to this contract: *Provided*, That if the Vendor fails or refuses to furnish such abstract of title within sixty days after notice that this contract has been approved, such abstract may be procured by the United States at the expense of the Vendor and the cost thereof deducted from the purchase price of said property. If the United States has available either a full or partial abstract of title covering said property, the same shall be utilized under this contract without charge to the Vendor.

5. The Vendor shall procure and have recorded without cost to the United States all assurances of title and affidavits which the Vendor may be advised by the United States are necessary and proper to show in the Vendor complete fee simple unencumbered title to said property, and the time spent in procuring, recording, and transmitting the same to the United States and in furnishing or securing abstract of title, shall be added to the time limit of this contract.

6. The United States shall purchase said property on the terms herein expressed, and upon execution and delivery of the deed provided in Article 3 and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it shall cause to be paid to the Vendor as full purchase price and full payment for all damages for entry on the said property and the construction, operation, and maintenance of reclamation works thereon under said act, the sum of

~~two hundred seventy and no/100--~~

dollars

270.00

(\$ _____), by U. S. Treasury warrant or fiscal officer's check.

7. Liens or encumbrances existing against said property may, at the option of the United States, be removed at the time of conveyance by reserving from the purchase price the amount necessary, and discharging the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrance as against this contract, nor as an assumption of the same by the United States.

8. The Vendor may retain possession of said property until **April 1, 1934** notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop

thereon until **April 1, 1934**; 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 ~~twelve~~ **twelve** 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,

L. R. Flock,

By _____
Superintendent, Bureau of Reclamation.

Witnesses:

P. O. Address -----

William D. Goss

Vendor.

P. O. Address -----

Estella M. Goss

Vendor.

P. O. Address -----

Vendor.

P. O. Address -----

P. O. Address **Rt. 1, Box 177**
El Paso, Texas

Approved:

(Date) -----, 193

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, Geo. W. Hoadley, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that William D. Goss and Estella M. Goss

who are personally known to me to be the person s whose name s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

(b) I further certify that I did examine the said Estella M. Goss 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 27th day of March, 1934

[SEAL] 6-1-35 Geo. W. Hoadley
Notary Public in and for El Paso
County, Texas

My commission expires _____

CERTIFICATE OF COUNTY RECORDER

STATE OF Texas
COUNTY OF El Paso

I hereby certify that this instrument was filed for record at my office at 3:45 o'clock P. M., April 5, 1934 and is duly recorded in Vol. 582 of _____

Page No. 437

W. D. Greet By J. A. Osborne Fees, \$ _____
County Recorder.

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 exact copy of a contract made by me, personally, with William D. Goss and Estella M. Goss that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said William D. and Estella M. Goss, 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 29th day of March, A. D. 1934
Geo. W. Hoadley

[OFFICIAL SEAL] My commission expires 6-1-35

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 **March 27**, 19**24**, with

William D. and Estella M. Goss

1. State purpose for which the land is required.

For wastexy sand from Juan de Herrera Main Lateral

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

0.27 of an acre 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.

William De Goss, Route No. 1, Box 177, El Paso, Texas
Estella M. Goss " " " " "

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.

Owners 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

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

.....Rio Grande..... Irrigation Project

RECORD OF EXECUTION OF CONTRACT

IN RE CONTRACT, and bond, if any, relating to above-named project, dated 3-27-34
symbol and number 116r-762; made by William D. and Estella M. Goss
amount involved, \$ 270.00; 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 3-29-34

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. Flock, Project Superintendent.

Inclosures:

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

Place El Paso, Texas Date April 2, 1934

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 project office.

H. J. 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 _____

_____, Commissioner.

El Paso, Texas.

March 29, 1934

I hereby certify that the land described in attached land purchase contract dated March 27, 1934, between The United States of America and William D. and Estelle M. Goss, is required for purposes authorized by the Act of June 17, 1902, (32 Stat., 388), namely, as right of way for the Juan de Herrera Lateral, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, \$270, is reasonable and the lowest that could be obtained, and I recommend that the contract be approved.

Dated at El Paso, Texas, this 29th day of March, 1934.

L. R. Flock
Superintendent.

DEPARTMENT OF THE ARMY
BUREAU OF ENGINEERING
WASHINGTON, D. C.
OFFICE OF THE CHIEF ENGINEER
WASHINGTON, D. C.

JAMES M. SPEER, JR.
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300 E. MAIN, SUITE 1440
EL PASO, TEXAS 79901

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FAX: (915) 545-2584
EMAIL: jmspeer@htg.net

FACSIMILE COVER SHEET
CONFIDENTIAL

DATE: 12/14/99 **TIME:** 9:15 a.m.
MESSAGE TO: Ruben or Mr. Speer
FACSIMILE NO: (915) 860-7531
MESSAGE FROM: JAMES M. SPEER, JR. **SENT BY:** Teresa
NO. OF PAGES: 3 pages (including cover)
MATTER: Crossings of various waterways by Williams Communications

MESSAGE:

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