

THE STATE OF TEXAS, }  
COUNTY OF EL PASO. }

KNOW ALL MEN BY THESE PRESENTS:

That Grand View Realty Company,

a corporation, of El Paso County, Texas, for and in consideration of the sum of (\$238.00)

Dollars, to it paid by

Two hundred thirty five and 50/100  
of America

the United States  
the receipt of which is hereby acknowledged.

has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey unto the said

United States of America.

of the County of El Paso and State of Texas, all that certain property known and described as follows, to-wit:

A tract of land in the east half (1/2), section six (6), Township thirty-two (32) south, Range seven (7) east, United States Reclamation Service Survey and in the Socorro Grant, El Paso County, Texas, bounded and described as follows:

Beginning at a point on the center line for the Ysleta Lateral, Rio Grande Project and property line between land of grantors herein and Leopoldo Acosta from which point the southeast (SE) corner of said section six (6) lies south (S) two thousand seven hundred fifty four and three tenths (2754.3) feet and east (E) two thousand one hundred twelve and seven tenths (2112.7) feet; thence with said property line north thirty-two degrees forty-three minutes (N 32°43') east (E) thirty-two and eighty-five hundredths (32.85) feet thence south thirty-three degrees fourteen minutes (S 33°14') East (E) one hundred ninety-eight and two tenths (198.2) feet; thence south thirty-four degrees twenty-seven minutes (S 34°27') east (E) five hundred ninety-nine and seven tenths (599.7) feet; thence north fifty-five degrees thirty-three minutes (N 55°33') east (E) twenty (20) feet; thence south thirty-four degrees twenty-seven minutes (S 34°27') east (E) one thousand thirty-eight and seven tenths (1038.7) feet; thence south seventeen degrees fifty-one minutes (S 17°51') east (E) five hundred forty-nine and eight tenths (549.8) feet to the west boundary line of a county road; thence with said road south (S) thirty degrees thirty minutes (S 30°30') west (W) sixty-six and nine tenths (66.9) feet to a point on center line for Ysleta Lateral from which point the southeast (SE) corner said section six (6), lies south (S) six hundred ninety-five and four tenths (695.4) feet and east nine hundred eight and four tenths (908.4) feet; thence south thirty degrees thirty minutes (S 30°30') west (W) sixty-six and nine tenths (66.9) feet; thence north seventeen degrees fifty-one minutes (N 17°51') west (W) six hundred twenty-four and two tenths (624.2) feet; thence north thirty-four degrees twenty-seven minutes (N 34°27') west (W), one thousand twenty-four and one tenth (1024.1) feet; thence north fifty-five degrees thirty three minutes (N 55°33') east twenty (20) feet; thence north thirty-four degrees twenty-seven minutes (N 34°27') west (W) six hundred and three tenths (600.3) feet; thence north thirty-three degrees fourteen minutes (N 33°14') west (W) one hundred seventy-two (172) feet to the property line between land of grantors herein and said Leopoldo Acosta; thence with said property line north thirty-two degrees forty-three minutes (N 32°43') east (E) thirty-two and eighty-five hundredths (32.85) feet to the place of beginning containing four and eight tenths (4.8) acres of land more or less, nine hundredths (.09) acre of which is occupied by the old Ysleta Ditch and is the property of the United States and the remainder or four and seventy-one hundredths (4.71) acres being the land herein intended to convey.

Correct as to Engineering. S.M.A.

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 United States of America

its successors and assigns forever; and said corporation does hereby bind itself, its successors and assigns, to Warrant and forever Defend, all and singular the said premises unto the said United States of America

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

IN TESTIMONY WHEREOF Grand View Realty Company

has caused these presents to be executed by its

President, attested by its Secretary and its corporate

seal to be hereto affixed, this 5th day of August

A. D. 1927.

Grand View Realty Company

Attest:

C. J. Mapel Secretary.

By C. M. Newman

President.

(Seal)

THE STATE OF TEXAS,  
COUNTY OF EL PASO.

Before me, the undersigned authority, on this day personally appeared G. H. Norton

President of Grand View Realty Company  
a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, as President thereof, and for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 5th day of August A. D. 1928

(Seal).

Walter Taylor  
Notary Public in and for El Paso County, Texas.

Certificate of Record

THE STATE OF TEXAS  
COUNTY OF EL PASO

I, W. D. GREST, COUNTY CLERK IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 16th DAY OF APRIL A. D. 1928 at 2.45 O'CLOCK P. M. and DULY RECORDED THE 22 DAY OF APRIL A. D. 1928, AT 1.45 O'CLOCK P.M. IN THE DEED RECORDS OF SAID COUNTY IN VOLUME 491 ON PAGE 127.

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. GREST, COUNTY CLERK,

By A. A. Osborne  
Deputy.

CORPORATION NO. 38-C

WARRANTY DEED

Grand View Realty Co.,

TO

United States of America

Filed for record, this 16th  
day of April 1928, at 2  
o'clock and 45 minutes P. M.

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

By Geo. H. Booth  
Deputy.

RECORDED AT EL PASO, TEXAS, APRIL 16, 1928

CORPORATION—No. 188C

# WARRANTY DEED

Grand View Realty Co.,

TO

United States of America

Filed for record, this 16th  
day of April 1928, at 2  
o'clock and 45 minutes P. M.

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

By Geo. H. Booth  
Deputy.

BLANK DEEDS, PRINTING CO., EL PASO

IN EL PASO, TEXAS, THE DAY AND YEAR LAST ABOVE WRITTEN.

W. D. GRANT, COUNTY CLERK,

W. A. P. GARDNER

OFFICERS

W. H. BOCHER  
President

N. H. GILLOT  
Vice-President

TOM B. NEWMAN  
Vice-President

JAMES W. GINN  
Treasurer

A. G. FOSTER  
Secretary

Pioneer Abstract & Guarantee Title Company

First National Bank Building

El Paso, Texas

MEMBERS

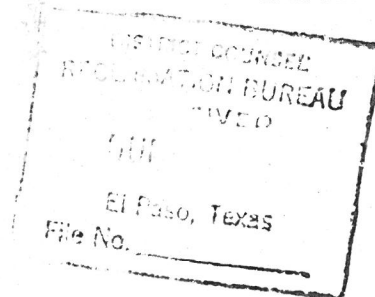
W. H. BOCHER  
C. L. HILL  
N. H. GILLOT  
TOM B. NEWMAN  
JAMES W. GINN

LEGAL DEPARTMENT

W. W. TURNER  
W. H. BURGER  
A. H. OULWELL  
T. L. HOLLIDAY  
J. M. POLLARD

July 23, 1927.

Re: Our File 4687



Mr. H. J. S. Devries,  
District Counsel,  
U. S. Bureau of Reclamation,  
El Paso, Texas.

Dear Sir:

From an examination of the title to 4.8 acres of land in the Socorro Grant, in El Paso County, Texas, we find title thereto to be vested in Grand View Realty Company, subject to the following:

A Vendor's Lien, reserved and retained in the Warranty Deed dated January 4, 1925, filed for record June 3, 1925, recorded in Book 444 page 349, Deed Records of El Paso County, Texas from Grand View Realty Company to Antonio Valenzuela, securing payment of 32 notes of even date therewith, signed by Antonio Valenzuela, payable to Grand View Realty Company as follows: Notes Nos. 1 and 2 for \$3000.00 each due 1 and 2 years after date, Nos. 3, 4, 5 and 6 for \$1,000.00 each due 3 years after date, Nos. 7, 8, 9 and 10 for \$1,000.00 each due 4 years after date, No. 11 for \$5,000.00, No. 12 for \$2,000.00 Nos. 13, 14 and 15 for \$1,000.00 each, No. 16 for \$630.00, Nos. 17 to 30 for \$1,000.00 each, Nos. 31 and 32 for \$500.00 each, said Notes Nos. 11 to 32, both inclusive due 5 years after date, bearing 8% interest per annum, payable semi-annually, containing the usual 10% attorney's fee and accelerating maturity clauses.

A Transfer dated June 1, 1925, filed for record June 3, 1925, recorded in Book 444, page 362, Deed Records of El Paso County, Texas whereby Grand View Realty Company transferred Notes Nos. 13, 14, 15 and 17 to 31, both inclusive, together with the lien securing their payment to The First Mortgage Company of El Paso, Texas and said notes Nos. 13, 14, 15 and 17 to 31, were made a first lien on said property and superior in all things to the other notes of said series.

The 4.8 acres should be released as to all of the above described notes and the vendor's lien securing their payment.

A Quit Claim Deed should also be obtained from Antonio Valenzuela and wife Teodora M. de Valenzuela as to the 4.8 acres, inasmuch as the judgment in Suit 27573 in favor of Grand View Realty Company excepts 4.71 acres, leaving the title to .09 of an acre yet in said Valenzuela and wife.

We have not yet received tax certificate nor water statement, but should there be any charges due we will advise you.

Upon receipt of the papers in connection herewith, providing there is no change in the status of the title, we will issue our policy of title insurance.

Very truly yours,



Secretary

HCS

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

I 16a-27

Rio Grande Project.

El Grande PROJECT,

THIS AGREEMENT, made March 2nd, 1927, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof and supplementary thereto, between THE UNITED STATES OF AMERICA, hereinafter styled the United States, by L. E. LAMSON, Project Superintendent, Bureau of Reclamation, Project Manager, United States Reclamation Service, thereunto duly authorized, and subject to the approval of the proper supervisory officer of the United States Reclamation Service, and Grand View Realty Company, a corporation,

of El Paso, County of El Paso, State of New Mexico  
(P. O. address.)

hereinafter styled Vendor, heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties covenant and agree that—

2. For and in consideration of the payment of the amount specified herein, upon the conditions herein named and of the mutual benefits to be derived from the construction of reclamation works either upon or in the vicinity of the lands herein described, the Vendor hereby agrees upon the terms and conditions hereinafter stipulated to sell and by good and sufficient

General Warranty

(General warranty, covenant-against-grantor, or quitclaim.)

deed convey to the United States of America free of lien or incumbrance the following-described real estate which is property situated in the County of El Paso,

(Homestead, community, separate.)

State of Texas to wit: A tract of land in the east half (1/2), Section six (6), Township thirty-two (32) south, Range seven (7) east, United States Reclamation Service Survey and in the Section Grant, El Paso County, Texas, bounded and described as follows:

Beginning at a point on the center line for the El Grande Project and property line between land of grantors herein and Leopoldo Gesta from which point the southeast (SE) corner of said section six (6) lies south (S) two thousand seven hundred fifty-four and three tenths (2754.3) feet and east (E) two thousand one hundred twelve and seven tenths (2112.7) feet; thence with said property line north thirty-two degrees forty-three minutes (32°43') east (N) thirty-two and eighty-five hundredths (32.85) feet; thence south thirty-four degrees twenty minutes (34°20') east (E) five hundred ninety-two and seven tenths (592.7) feet; thence north fifty-five degrees thirty-three minutes (55°33') east (E) two hundred thirty-four and four tenths (234.4) feet; thence south seven degrees twenty minutes (7°20') east (E) one thousand thirty-eight and seven tenths (1338.7) feet; thence south seven degrees twenty minutes (7°20') east (E) one thousand thirty-eight and seven tenths (1338.7) feet; thence south seven degrees twenty minutes (7°20') east (E) one thousand thirty-eight and seven tenths (1338.7) feet to the west boundary line of a certain tract of land with said south (S) thirty degrees thirty minutes (30°30') east (E) one thousand and nine tenths (1000.9) feet to a point on center line for El Grande from which point the southeast (SE) corner said section six (6), lies south (S) six hundred twenty-five and four tenths (625.4) feet and east (E) one hundred eight and four tenths (108.4) feet; thence

thirty degrees thirty minutes (30°30') east (2) sixty-six and nine tenths (66.9) feet; thence north seven degrees fifty-one minutes (7°51') east (3) six hundred twenty-two and two tenths (622.2) feet; thence north thirty-four degrees twenty-seven minutes (34°27') east (4) one thousand twenty-two and one tenth (1222.1) feet; thence north thirty-five degrees thirty three minutes (35°33') east twenty (20) feet; thence north thirty-four degrees twenty-seven minutes (34°27') east (5) six hundred and three tenths (603.3) feet; thence north thirty-three degrees fourteen minutes (33°14') east (6) one hundred seventy-two (172) feet to the property line between land of grantee herein and said Leopold's grant; thence with said property line north thirty-two degrees forty-three minutes (32°43') east (7) thirty-two and eight-tenths hundredths (32.8) feet to the place of beginning, containing four and eight tenths (4.8) acres of land more or less, nine hundredths (.9) acre of which is exempted by the old Salt Act and is the property of the United States and the remainder of four and seventy-one hundredths (4.71) acres being the land herein intended to convey.

~~3. In consideration of the premises the Vendor further agrees upon receipt of notice that this agreement has been approved on behalf of the Reclamation Service to furnish promptly, at his own expense, an abstract of title which shall later be extended to include any instruments subsequently recorded in connection herewith and also the record of the conveyance made pursuant to this agreement: *Provided*, That if the Vendor fails or refuses to furnish proper abstract of title within sixty days after notice that this agreement has been approved, or if within such period written request be made by the Vendor, such abstract may be procured by the United States at the expense of the Vendor and the cost thereof deducted from the purchase price.~~

4. The Vendor further agrees to procure and have recorded at his own cost all assurances of title and affidavits which he may be advised by the proper Government officials are necessary and proper to show complete title in fee simple unincumbered, and the time spent in procuring, recording, and transmitting the same to the officer acting on behalf of the United States (and in furnishing or securing abstract of title) shall be added to the time limit of this agreement.

5. In consideration whereof, the United States agrees that it will purchase said property on the terms herein expressed, and upon execution and delivery of the deed provided in article 2 and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it will cause to be paid to the Vendor as full purchase price and full payment for all damages for entry upon the above-described land and the construction, operation, and maintenance of reclamation works under said act, the sum of

**Two Hundred Thirty-five and 80/100 (\$235.80)**

dollars (\$ **235 80/100** ), by U. S. Treasury warrant or fiscal officer's check.

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

7. The Vendor may retain possession of said premises until **March 15, 1927** notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops

thereon until **MAR 11 1927** ; except that the proper officers and agents of the United States may 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, pursuant to said act of Congress, free of any claim for damage or compensation on the part of the Vendor.

8. This agreement shall become effective to bind the United States to purchase said premises immediately upon its approval by the proper supervisory officer of the Reclamation Service, and shall terminate

nate by limitation at the expiration of ~~six~~ months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs and assigns of the Vendor, and also the assigns of the United States.

9. The Vendor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the United States, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid: *Provided, however,* It is understood that this covenant does not apply to the selling of goods through a bona fide commercial representative employed by the Vendor in the regular course of his business in dealing with customers other than the Government and whose compensation is paid, in whole or in part, by commissions on sales made, nor to the selling of goods through established commercial or selling agents or agencies regularly engaged in selling such goods.

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. 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,

Witnesses:

P. O. Address

Attest: C. J. [Signature]

Secretary

P. O. Address

P. O. Address

P. O. Address

Approved:

(Date)

192

By

MAR 1 1921

Mr. H. [Signature]

Project Engineer, U. S. R. S.

Supt.

UNITED VINE HEALTH COMPANY

Mr. C. M. Newman

President

Vendor.

Vendor.

El Paso, Texas

P. O. Address



CERTIFICATE OF ACKNOWLEDGMENT.

STATE OF Texas  
COUNTY OF El Paso

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 2 hereof.

(a) I, Willie Motealf, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that C. H. Newman,  
President of the Grand View Realty Company

who is personally known to me to be the person whose name is 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, and in his official capacity as the act and deed of said

(b) I further certify that I did examine the said company 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 2nd day of March, 1927

[SEAL] Willie Motealf  
Notary Public in and for El Paso County, Texas

My commission expires May 31, 1927

STATE OF TEXAS  
COUNTY RECORDER'S CERTIFICATE.

I hereby certify that this instrument was filed for record at my office in El Paso, Texas on the 10th day of March, A. D. 1927, at 11:00 o'clock a.m. and duly recorded the 9th day of April, A. D. 1927, at 9:30 o'clock a.m. in the Deed records of said County, in Volume 192 on page 323.  
County Recorder.

AFFIDAVIT OF DISINTERESTEDNESS.

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

I do solemnly swear (or affirm that the copy of contract made by me, personally, with Grand View Realty Company that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said Grand View Realty Company, 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.

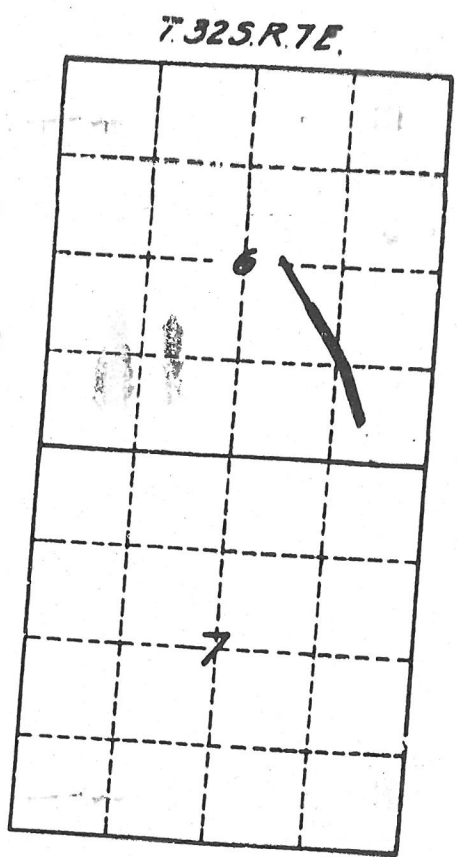
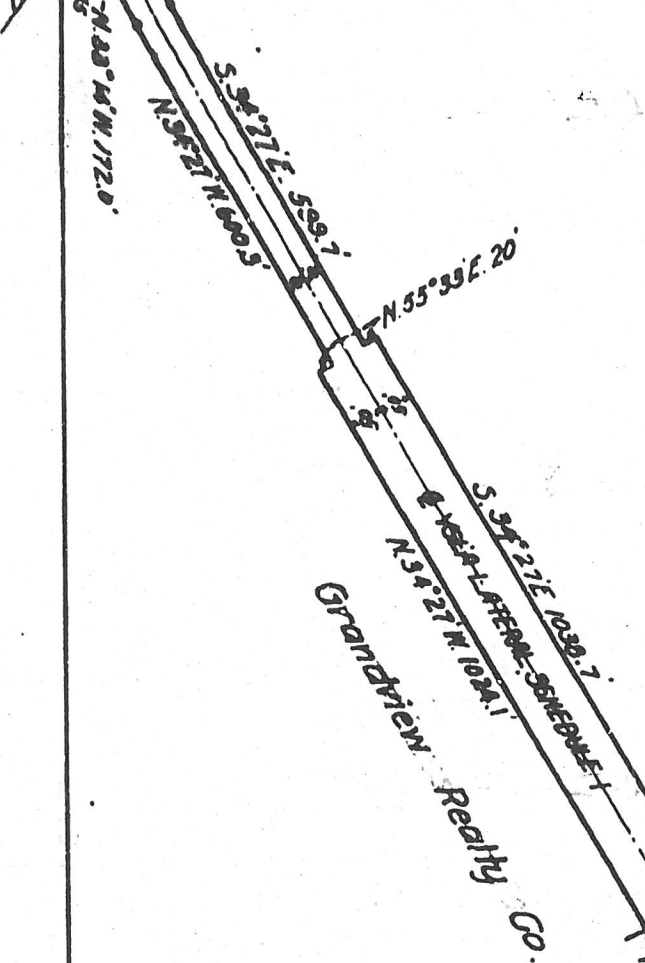
L. H. Lawson  
Superintendent, U. S. R. S.

Subscribed and sworn to before me at El Paso, Texas

[OFFICIAL SEAL] this March day of March, A. D. 1927 My commission expires June 1st, 1927

Geo. A. Hordley  
Notary Public.

Leopoldo Acosta  
 S. 27.54.3' and E. 2112.7' to S.E. Cor. Sec. 6, T.32S. R.7E.  
 S. 33°14' E. 198.2'



Location Plat.

Old Ysla Ditch .09A. Property U.S.

N. 17°51' W. 624.2'  
 S. 17°31' E. 548.5'  
 S. 30°30' W. 1028  
 S. 65°14' and E. 908.4' to S.E. Cor. Sec. 6, T.32S. R.7E.

RIGHT OF WAY  
 Through Property of  
**GRANDVIEW REALTY CO.**  
 4.71 Acres  
 In the E. 1/2 Section 6,  
 T.32S. R.7E. U.S.R.S. Survey,  
 and Socorro Grant, El Paso County, Texas.

W.D. 8/5/27  
 Rec 4/22/28  
 BK 491 Pg 127

N.E. Cor.  
 N.E. Cor.

Scale 1"=300'

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE RIO GRANDE PROJECT, N.M.-TEX. YSLA LATERAL, SCHEDULE 1 RIGHT OF WAY	
Drawn A.D.B. Recommended Checked G.W.H. Approved	
129466	El Paso, Texas