10-(3)

THE STATE OF TEXAS, COUNTY OF EL PASO.

iknow all men by these,

Jake Kaufman and Mayme G. Kaufman

of the County of El Paso, State of Texas, in consideration of the sum of One Bundred Twenty-five and no/100 (\$125.00) DOLLARS.

to them

in hand paid by

THE UNITED STATES OF AMERICA

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 a three Country of the extension of the control of the control

, all that certain

1/1/3

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 included in tract of land lying and situate in the Ysleta Grant, El Paso County, Texas, and in the North half (Ng) Southeast quarter (SE4) Section twenty-three (23) Township thirty-one (31) South, Range six (6) East, Eureau of Reclamation Survey, being also within tract three (3) block ten (10) as shown on plat of official resurvey of the Ysleta Grant, as accepted by the Commissioner's Court of El Paso County, Texas, the 5th 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:

Feginning at a point where the northwest property line of the land of the grantors produced intersects the centerline of the Juan de Herrera Lateral Branch "A", which said lateral is the property of the United States of America and from which point a concrete post at the west property corner of the land of the grantors bears South thirty-three degrees (33°) fifteen admites (15') West three hundred eighty-five and one tenth (355.1) feet; thence along the center line of the Juan de Herrera Lateral Branch "A" South sixty-six degrees (66°) fifty-four minutes (5½') East five hundred eighty-four and two tenths (554.2) feet; South fifty-six degrees (56°) fifty-six minutes (56') East eighty-seven and five tenths (57.5) feet, South forty degrees (10°) nine teen minutes (19') East eighty-eight and two tenths (58.2) feet, South twenty-three degrees (23°) ten minutes (10') East three hundred sixty-nine and eight tenths (369.8) feet to a point where the southeast property line of the land of the grantors produced intersects said centerline of the Juan de Herrera Lateral Branch "A"; thence South thirty-five degrees (35°) fifty minutes (50') West twenty-six and

two tenths (26.2) feet to a point from which an iron pipe at the south property corner of the land of the grantors bears South thirty-five degrees (35°) fifty mimntes (50') West two hundred thirty-two and one tenth (232.1) feet; thence North twenty-two degrees (22°) fifty-two mimutes (52') West three hundred eighty and three tenths (380.3) feet; thence North thirty-seven degrees (37°) twenty-nine minutes (29') West forty-one and one tenth (41.1) feet; thence North forty-three degrees (43°) eight minutes (08') West forty-one and one tenth (41.1) feet; thence North fifty-four degrees (540) nine mimites (091) West forty-one and five tenths (41.5) feet; thence North fifty-nine degrees (590) forty-four minutes (441) West fortyone and three tenths (11.3) feet; thence North sixty-seven degrees (67°) nineteen minutes (19') West two hundred seventy-six and eight tenths (276.8) feet; thence Borth twenty-three degrees (23°) six minutes (06') East three and no tenths (3.0) feet; thence North sixty-six degrees (66°) fifty-four minutes (54') West three hundred nine and two tenths (309.2) feet; thence North thirty-three degrees (33°) fifteen minutes (15') East nineteen and eight tenths (19.8) feet to the point of beginning, said tract of land containing fifty-four hundredths (0.54) of an acre more or less, of which forty-five hundredths (0.45) of an acre is occupied by the Juan de Herrera Lateral Branch *A* and is the property of the United States, and the remainder or nine hundredths (0.09) of an acre as shown in red on plat attached to contract between the grantors and grantee herein dated April 18, 1934, of record in the Deed Records of the County of El Paso, Texas, in Volume_ _. page_

619 First National Bank Bldg., El Paso, Texas

July 2, 1934.

From:

District Counsel

To:

Superintendent, El Paso, Texas.

Subject:

Acquisition of land - Opinion of title to land described in contract dated April 18, 1934, between the United States and Jake Kaufman and Mayme G. Kaufman, his wife; Area, .09 acre; Consideration, \$125.00; for maintenance and operation of Juan de Herrera Lateral Branch "A" - Rio Grande project.

- 1. A good and indefensible 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 June 7. 1934, from Jake Kaufman and Mayme G. Kaufman, his wife, to the United States, and by policy of title insurance No. 4530 of the Commercial Standard Insurance Co., Dallas, Texas, dated June 14, 1934, countersigned by their El Paso agent, N. H. Gillot, and bearing his file No. C/9715.
- 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 \$125.00, may now be paid to the contractors, Jake Kaufman and Mayme G. Kaufman, Box 1401, El Paso, Texas, 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 County Clerk, El Paso, Texas.

Dear Sir:

Transmitted herewith is land purchase contract between the United States and Jake Kaufman and Mayme G. Kaufman, dated April 18, 1934, which kindly record, billing the Bureau of reclamation with recording fee.

Very truly yours,

E. H. Berryhill. Chief Clerk.

PIONEER ABSTRACT & GUARANTEE TITLE CO.

A PERSONAL SERVICE =

ESTABLISHED 1919

PHONE MAIN 838

315 FIRST NATIONAL BANK BUILDING

EL PASO, TEXAS

liay 20, 1904

lir. George ... Moadley Jorner Hamsas & Myrtle Il maso, Texas

Dear Sir:

In connection with the small tract of law out of fract 5, clock 10, or the feleta Grant, seing purchased by the United States from Jake Maufman, seg to advise that we are unable to find the contract setween the United States and Maufman of record, and are, therefore, unable to determine the exact location of the property so to se bought and sold.

however, we have examined the title to fract 5, block 10, and find the same vested in Jake Daufman and Mayme Raufman, unchesumpered of record with the enception of taxes for 1932 and 1933 in the sum of 707.17 and water charges, if any, as to which we have not yet received certificate.

Will you please let us have a map showing the portion of the above described tank which is being taken over by the government so that we can write our opinion to Mr. Devries and call for deed.

Yours very truly,

TOURIN ADDREST: FINA TO CL. CO.

ال: الدن

M. Belchwaybach

CERTIFICATE OF EECORD

State of Texas County of El Paso

I, W. D. Greet, County Clerk in and for said County, do hereby certify that the foregoing instrument of writing with its certificate of suthentication, was filed for record in my office on the 29 day of May. A.D. 1934 at 4:39 o'cleck P.M. and daly recorded the 8 day of June, A.D. 1934, at 11:30 A.M. in the Deed Records of said County, in Volume 583 on page 114.

W.D.Greet, County Clerk, By: Iva Cochran, Deputy. at office in El Paso, Texas, the day and year last above written.

Witness my hand and the seal of the County Court of said county

Districts this onel Bent Bings. ikey 10, 1934. The control of the control of the Different of the second N. 1. S. Dorries. Diskaser Connecti

CERTIFICATE BY PROJECT SUPERINTENDENT

I hereby certify that the land described in attached land purchase contract dated April 18, 1934, between The United States of America and Jake Kaufman and Mayme G. Kaufman, 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 Branch MAW, a part of the Rio Grands Federal Irrigation Project; that the consideration to be paid thereunder, namely, \$1.25.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 5th day of May, 1934.

L R Flock
Superintendent
Bureau of Reclamation

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated April 18.

1934, between the United States of America and Jake Kaufman and Mayme G. Kaufman, 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 at El Paso, Texas, this 8th day of May, 1934.

Right of Way Agent

Standard Form No. 1036 (Revised) Form approved by Comptroller General U. S. August 20, 1930

STATEMENT AND CERTIFICATE No.... OF AWARD

(Contract) Date 4-18 , 1934

DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

(Bureau or office)

(Department or establishment)

EL PASO, TEXAS

METHOD OF OR ABSENCE OF ADVERTISING

(Section 3709 of the Revised Statutes)

1. After advertising in newspapers.

2. (a) After advertising by circular letters sent to_____dealers.

(b) And by notices posted in public places.

(If notices were not posted in addition to advertising by circular letters sent to dealers, explanation of such omission must be made. The notation on the certificate below must be "2 (a) (b)" or "2 (a)," depending on whether or not notices were posted.)

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 necessary to purchase right of way for Juan de

5. Without advertising, it being impracticable to secure competition because of ... Herrera Branch "A" Lata

(Here state circumstances under which the securing of competition was impracticable)

AWARD OF CONTRACT

A. To lowest bidder as to price (Expenditures).
B. To other than the lowest bidder as to price (Expenditures).
C. To highest bidder as to price (Receipts).
D. To other than the highest bidder as to price (Receipts)

CERTIFICATE

I CERTIFY that the foregoing statement is true and correct; that the agreement was made in consequence of No. 14 of the method of or absence of advertising and in accordance with award of contract lettered ______, 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 expenditure contracts 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

(Signature of contracting officer)

Superintendent

Note.—This statement and certificate will be used to support all agreements, both formal contracts and less formal agreements of whatever character, involving the expenditure or receipt of public funds. It must be executed and signed by the contracting officer (unless the award is made by or is subject to approval by an officer other than the contracting officer, when execution and signature may be made by such officer).

U. S. GOVERNMENT PRINTING OFFICE: 1991

6—S090

E WIET.

DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

Rio Grando IRRIGATION PROJECT

LAND PURCHASE CONTRACT

This Contract, made this 18th day of April ,1934, 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, but represented by the officer executing this contract

, Superintendente Brunswed Rechambiant stonether approvals of a three reasons are an efficient through and

Jake Kaufman

and Mayme G. Kaufman

, his wife, hereinafter styled Vendor,

of Ysleta, 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 United States, free of lien or encumbrance, the following-described real estate which is

th eir homestead (Homestead, community, separate)

property, situated in the County of Paso

State of Texas

, to wit:

A tract of land included in tract of land lying and situate in the Yeleta Grant, El Paso County, Temas, and in the North half (Ng) Southeast quarter (SE) Section twenty-three (23) Township thirty-one (31) South, Range six (6) East, Bureau of Reclamation Survey, being also within tract three (3) block ten (10) as shown on plat of official resurvey of the Yeleta Grant, as accepted by the Commissioner's Court of El Paso County, Texas, the 5th 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 where the northwest property line of the land of the grantors produced intersects the centerline of the Juan de Herrera Lateral Branch "A", which said lateral is the property of the United States of America and from which point a concrete post at the west property corner of the land of the grantors bears South thirty-three degrees (33°) fifteen minutes (15') West three hundred eighty-five and one tenth (355.1) feet; thence along the center line of the Juan de Herrera Lateral Branch "A" South sixty-six degrees (66°) fifty-four minutes (54') East five hundred eighty-four and two tenths (554.2) feet; South fifty-six degrees (56°) fifty-six minutes (56') East eighty-seven and five tenths (87.5) feet, South forty degrees (40°) minuteen minutes (19') East eighty-eight and

two tenths (88.2) feet, South twenty-three degrees (23°) ten minutes (10') East three hundred sixty-nine and eight tenths (369.8) feet to a point where the southeast property line of the land of the grantors produced intersects said center line of the Juan de Herrera Lateral Branch "A"; thence South thirty-five degrees (35°) fifty minutes (50') West twenty-six and two tenths (26.2) feet to a point from which an iron pipe at the south property corner of the land of the grantors bears South thirty-five degrees (35°) fifty minutes (50') West two hundred thirty-two and one tenth (232.1) feet; thence North twenty-two degrees (22°) fifty-two mimutes (52') West three hundred eighty and three tenths (380.3) feet; thence North thirty-seven degrees (37°) twenty-nine mimites (291) West forty-one and one tenth (41.1) feet; thence North forty-three degrees (43°) eight minutes (08') West forty-one and one tenth (41.1) feet; thence North fifty-four degrees (540) nine minutes (09') West forty-one and five tenths (41.5) feet; thence North fifty-nine degrees (590) forty-four minutes (44') West forty-one and three tenths (41.3) feet; thence North sixty-seven degrees (67°) nineteen minutes (19') West two hundred seventy-six and eight tenths (276.8) feet; thence North twenty-three degrees (23°) six minutes (06') Rast three and no tenths (3.0) feet; thence North sixty-six degrees (66°) fifty-four minutes (54°) West three hundred nine and two tenths (309.2) feet; thence North thirty-three degrees (33°) fifteen minutes (15') East nineteen and eight tenths (19.8) feet to the point of beginning said tract of land containing fifty-four hundredths (0.54) of an acre more or less, which forty-five hundredths (0.45) of an acre is occupied by the Juan de Herrera Lateral Branch "A" and is the property of the United States and the remainder, or nine hundredths (0.09) of an acre as shown in red on plat attached here to and made a part hereof is the part herein intended to be conveyed.

8. The Vendor may retain possession of said property until April 20. 1934 notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop

thereon until April 20, 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 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, |
|--|---|
| Witnesses: | By L. R. Fiock, Superintendent Superintendent, Bureau of Reclamation. |
| E.C.Roberts | - |
| P. O. Address Popular Dry Goods Co., El Paso, Texas A. S. Jacobs | Para Waranda |
| P. O. Address 2718 N. Florence St., El Paso, Texas | Vendor. |
| P. O. Address | Vendor. |
| P. O. Address | |
| Approved: | Texas |
| (Date), 193 | 6—8008 |

CERTIFICATE OF ACKNOWLEDGMENT

| STATE OF Texas | Strike out (b) in case the law does not require examination of wife |
|---|--|
| STATE OF Texas County of El Paso | 88: apart from her husband in conveyance of the kind of property described in Article 3 hereof. |
| (a) I, B.F.Littleton | , a Notary Public |
| | lo hereby certify that Jake Kaufman and |
| ***** | |
| who personally known to me to foregoing instrument, appeared before me this sealed, and delivered said instrument of writin purposes therein set forth. (b) I further certify that I did examine the separate and apart from her husband, and expl | be the person whose names are subscribed to the s day in person and acknowledged that they signed, ag as their free and voluntary act, for the uses and e said wayme G. Kaufman ained to her the contents of the foregoing instrument and voluntarily sign, seal, and acknowledge the same without |
| Given under my hand and official seal, this | 3 18th day of April , 193 4 |
| [SEAL] | B.F.Littleton |
| My commission expires June 1, 1 | 1934 |
| | OF COUNTY RECORDER |
| | ereby certify that this instrument was filed for record at |
| (00. | e ato'clockM., |
| | uly recorded in Vol of |
| | D |
| | |
| County Recorder. | Fees, \$ |
| AFFIDAVIT OF | DISINTERESTEDNESS |
| STATE OF ED. Paso | (Execute only on Returns Office copy) |
| COUNTY OF ED. Paso | - SS: (Execute only on Returns Office copy) |
| I do solemnly swear (or affirm) that the co | opy of contract hereto annexed is exact copy of a con- |
| tract made by me, personally, with a | nd Mayme G. Kaufman |
| that I made the same fairly without any benefi | t or advantage to myself, or allowing any such benefit or |
| advantage corruptly to the said | Mayne G. Kaufman , or to any other anying include all those relating to the said contract, as provided. L R Flock |
| | Superintendent Bureau of Reclamation. |
| Subscribed and sworn to before me at | El Paso, Texas |
| | day of, A. D. 191 |
| | Geo. W. Hoadley Notary Public |
| [OFFICIAL SEAL] My commissio | on expires6_1_35 |

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

| IN RE CONTRACT, and bond, if any, relating to above—named project, dated 11-18-314 symbol and number 116r-774; made by Jake Kaufman and Mayme G. Kaufman amount involved, \$ 125.00; authority No. or clearing account purpose Furchase 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 Flaso, Texas Date Was, 1934 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 |
| Place El Paso, Texas Date Noy 10, 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. |
| Inclosures: Original and 4 copies of this form. Original and 4 copies of contract. |
| Denver, Colorado, Date |
| Denver, Colorado, Date |
| Inclosures: Original and copies of this form. Original and copies of contract. |
| Washington, D. C., Date |
| G7416 Commissioner. |

DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION

| Rio Grande IRE | RIGATION | PROJECT |
|----------------|----------|---------|
|----------------|----------|---------|

REPORT ON LAND COVERED BY PURCHASE CONTRACT

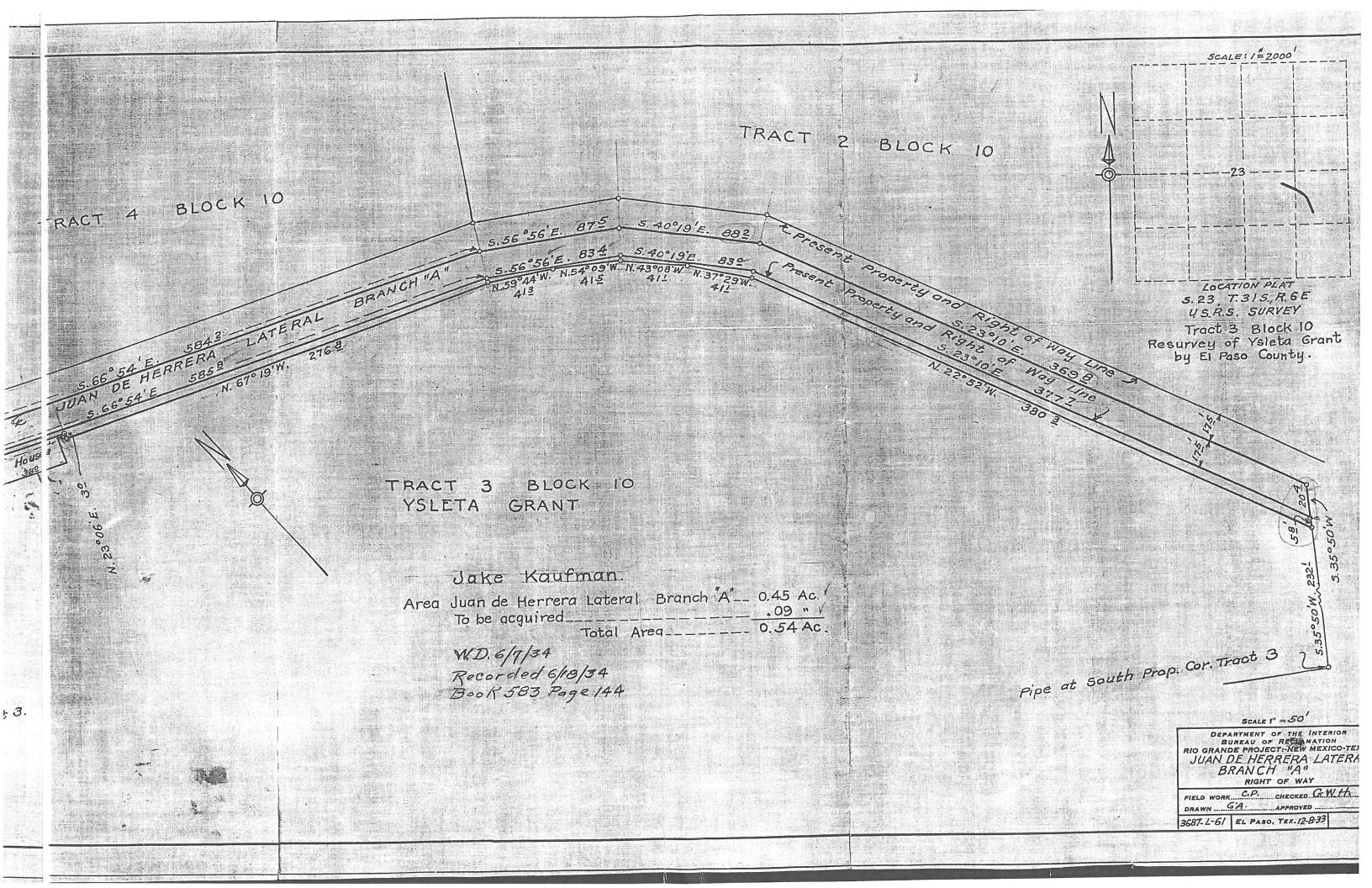
| IN RE CONTRACT, dated April 18, 1934; made by Jake Kaufman and |
|--|
| Mayme G. Kaufman involving purchase of 0.09 acres of land, for \$ 125.00 |
| purpose Maintenance and operation Juan de Herrera Lateral Branch |
| 1. The land described in the above-named contract is necessary for the purpose stated, and the con- |
| sideration is reasonable. Land of a similar character in the vicinity has sold recently for 8 per acre. |
| |
| 2. The land was entered under the law. |
| Final certificate is dated |
| |
| 3. The land is subject to no right-of-way grant to the Government under stock-subscription contract water-right-application contract, or otherwise, except as follows: |
| No. |
| |
| 4. The general character and quality of the land are as follows: |
| The land out of which the strip to be purchased is to be taken is in a high state of cultivation. The strip in question is out of an asparagus bed, |
| 5. acres of the land are being irrigated and susceptible of irrigation under water right described as follows: |
| |
| 6. The following are estimates of the areas of each class of crops on the land and of the values of sucl crops and of the important improvements: |
| |

El Paso County Water Improvement District No. 1 Collector's Certificate

| MAP NO. | ABS. NO. | SUR. NO. | GRANTOR | LOT | BLK. | SUBDIVISI | | | |
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ASSESSOR AND COLLECTOR

El Paso County Water Improvement District No. 1



TRACT 2 BLOCK 10 TRACT 4 BLOCK 10 5.56°56'E. 875 5.40°/9'E. 882 BLOCK TO TRACT 3 YSLETA GRANT Jake Kaufman. Area Juan de Herrera Lateral Branch A"_ 0.45 Ac. To be acquired_ Total Area____ 0.54 Ac. W.D. 6/7/34 Recorded 6/18/34 Book 583 Page 144 Conc. Post at West Prop. Corner Tract 3.