

780

DELANEY, J. A., et. ux.; Margaret WARRANTY DEED

196

JUAN DE HERRERA LATERAL "B"

0023-00

77

0030-00

11-(30) Texas

781

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

I know all men by these presents;

J. A. Delaney and Margaret Delaney

of the County of El Paso, State of Texas, in consideration of the sum of **One Hundred Eighty-three and 93/100 (\$183.93)**----- DOLLARS,

to **them** in hand paid by **THE UNITED STATES OF AMERICA**

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 El Paso and 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 included in a tract of land lying and situate in the Yaleta Grant, El Paso County, Texas and in the Southeast quarter (SE $\frac{1}{4}$) Northeast quarter (NE $\frac{1}{4}$) Section twenty-five (25) Township thirty-one (31) South, Range six (6) East, Bureau of Reclamation Survey, being also within tract one (1), block seven (7) as shown on plat of official resurvey of the Yaleta 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 on the northeast right of way line of a twenty (20) ft. county road, said road right of way line being also the southwest property line of the land of the grantors and from which point the south property corner of the land of the grantors bears South forty-three degrees (43°) fifty-six minutes (56') East seven hundred and sixty-two and one tenth (762.1) feet and a concrete post at the southwest corner of tract 60 block 7 as shown on plat of official resurvey of the Yaleta Grant bears North fifty-nine degrees (59°) four minutes (04') West four hundred fifty-eight and seven tenths (458.7) feet; thence along the southwest property line of the land of the grantors North forty-three degrees (43°) fifty-six minutes (56') ten and no tenths (10.0) feet and North twenty-nine degrees (29°) nine minutes (09') fourteen seconds (14") West twenty and eight tenths (20.8) feet to a point on the center line of the Juan de Herrera Lateral Branch "B" the property of the United States of America; thence along the center line of said Juan de Herrera Lateral Branch "B" North forty-four degrees (44°) fifty minutes (50') East twenty-eight and one tenth (28.1) feet, North eight degrees (08°) fifty-six minutes (56') East two hundred eighty-four and five tenths (284.5) feet, North fifty-five degrees (55°) forty-seven minutes (47') East four hundred eighty-two and two tenths (482.2) feet, North seventy-three degrees (73°) fifty-nine minutes (59') East ninety-three and five tenths (93.5) feet, South seventy-eight degrees (78°) twenty-nine minutes (29') East one hundred sixty-five and two tenths (165.2) feet and South eighty-eight degrees (88°) sixteen minutes (16') East three hundred eighty-five and eight tenths (385.8) feet to a point on the southwest right of way of the North Loop county road; thence South thirty-five degrees (35°) twenty-nine minutes (29') East along the southwest right of way line of the North Loop county road thirty-seven and seven tenths (37.7) feet to a point from which a marker in the center line of the North Loop road bears South eighty-eight degrees (88°) sixteen minutes (16') East thirty-one and four tenths (31.4) feet and South thirty-five degrees (35°) twenty-nine minutes (29') East forty-seven and nine tenths (47.9) feet; thence North eighty-eight degrees (88°) sixteen minutes (16') West four hundred eleven and two tenths (411.2) feet; thence North eighty degrees (80°) seventeen minutes (17') West one hundred fifty-nine and three tenths (159.3) feet; thence South seventy-three degrees (73°) fifty-nine minutes (59') West ninety-five and three tenths (95.3) feet; thence South fifty-six degrees (56°) twenty-five minutes (25') West four hundred fifty and six tenths (450.6) feet; thence South eight degrees (08°) fifty-six minutes (56') West two hundred ninety and three tenths (290.3) feet; thence South forty-four degrees (44°) fifty minutes (50') West thirty-five and two tenths (35.2) feet to the point of beginning, said tract of land containing ninety-five hundredths (.95) of an acre more or less, of which sixty-six hundredths (.66) of an acre is occupied by the Juan de Herrera Lateral Branch "B" which is the property of the United States of America and the remainder or twenty-nine hundredths (.29) of an acre shown in red on plat attached to contract between the grantors and grantee herein dated January 4, 1934, of record in the Deed Records of the County of El Paso, Texas, in Volume 579 on page 465.

SINGLE ACKNOWLEDGMENT.

THE STATE OF TEXAS,

County of El Paso.

Before me the undersigned authority

a Notary Public

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

J. A. Delaney

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 14th day of April A. D. 1934

M. C. Davenport

Notary Public, El Paso County, Texas.

(SEAL)

WIFE'S SEPARATE ACKNOWLEDGMENT.

THE STATE OF TEXAS,

County of El Paso.

Before me the undersigned authority a

Notary Public

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

Margaret Delaney

wife of J. A. Delaney

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 Margaret Delaney 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 14th day of April A. D. 1934

M. C. Davenport

Notary Public, 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 13 day of April A. D. 1934, with its certificate of authentication, was filed for record in my office this 19 day of April A. D. 1934, at 8:25 o'clock P. M. and duly recorded the 23 day of April A. D. 1934, at 8:13 o'clock P. M. in the records of said County, in Volume 583 on Pages 35

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.

By A. A. Osborne, Deputy.

J. A. DELANEY, and wife,

MARGARET DELANEY

TO

THE UNITED STATES OF AMERICA

Warranty Deed

Filed for Record the 19th

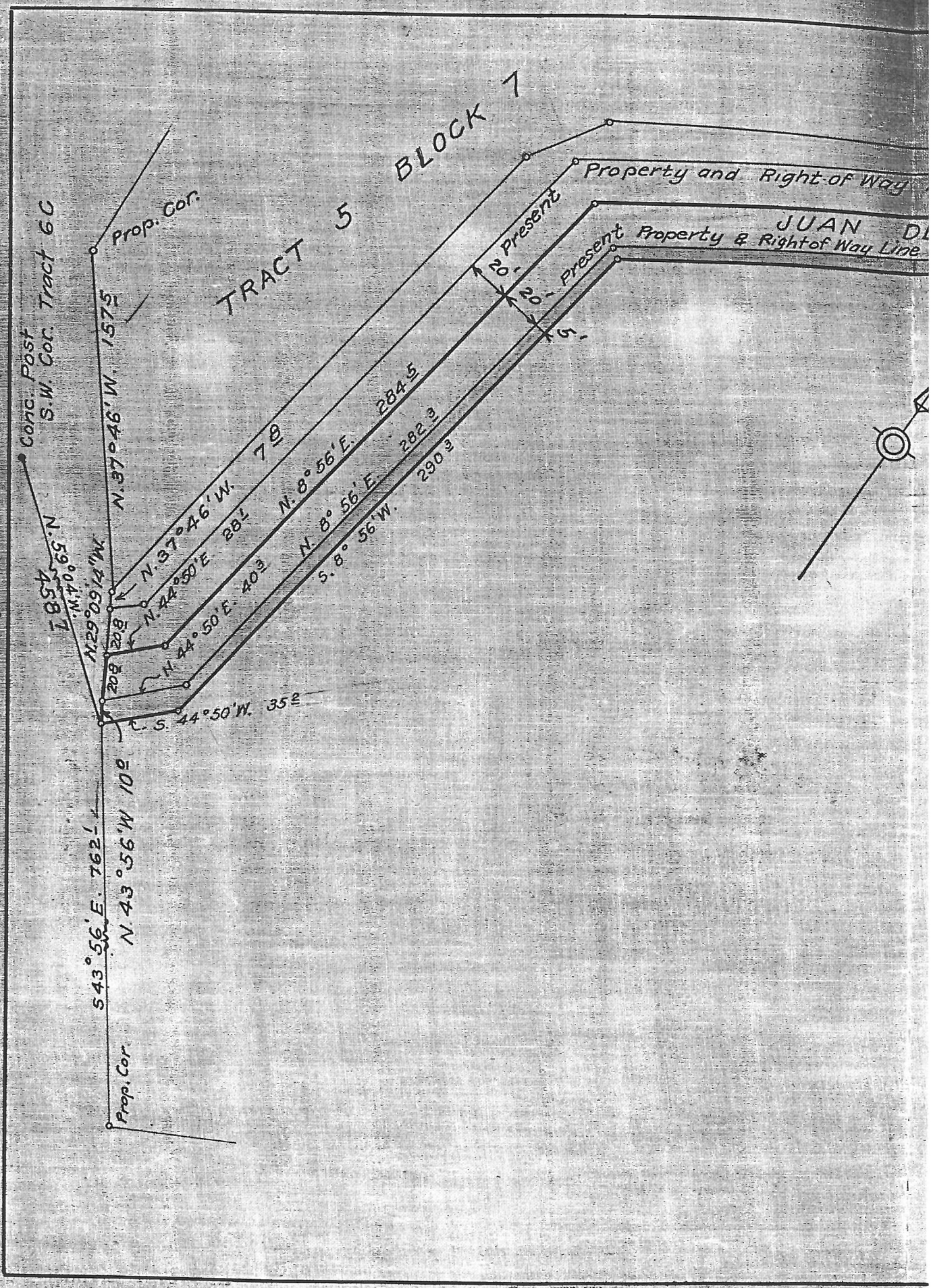
day of April 19, 1934

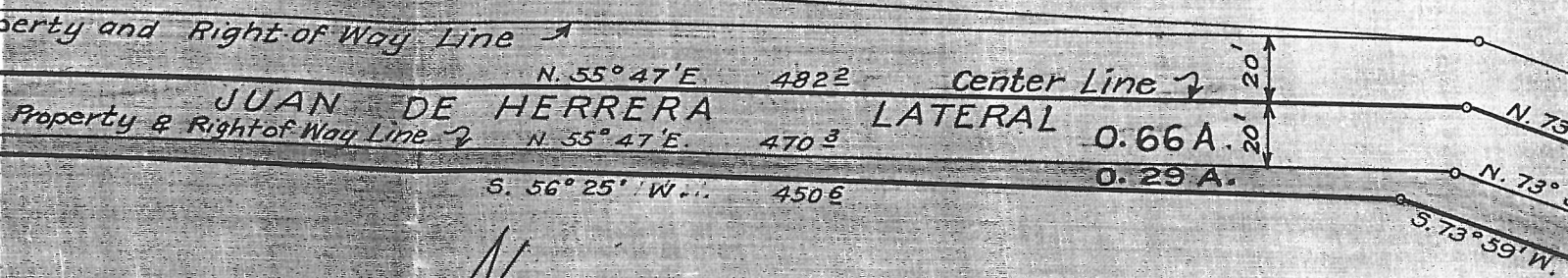
at 2 o'clock and 25 minutes M.

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

By JULIA COOKE, Deputy.

583/35





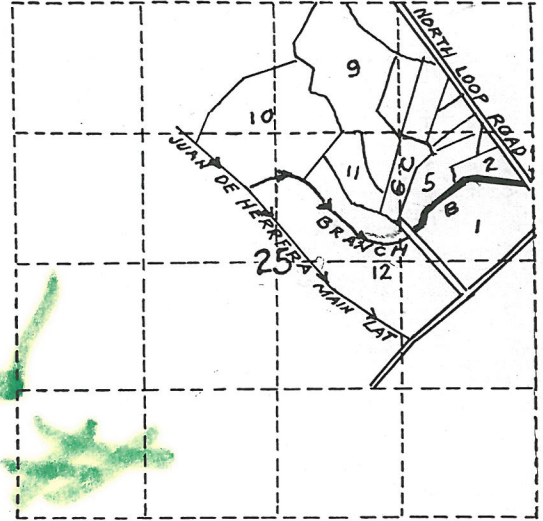
Area Juan de Herrera Lateral_ 0.66 Ac.
 To be acquired _____ .29 "
 Total Area _____ 0.95 Ac.

TRACT 1 BLOCK 7
 YSLETA GRANT

J. A. and Margaret Delaney.

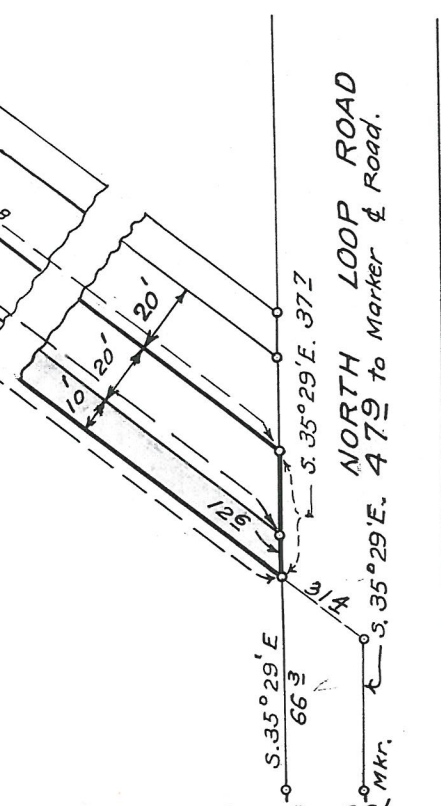
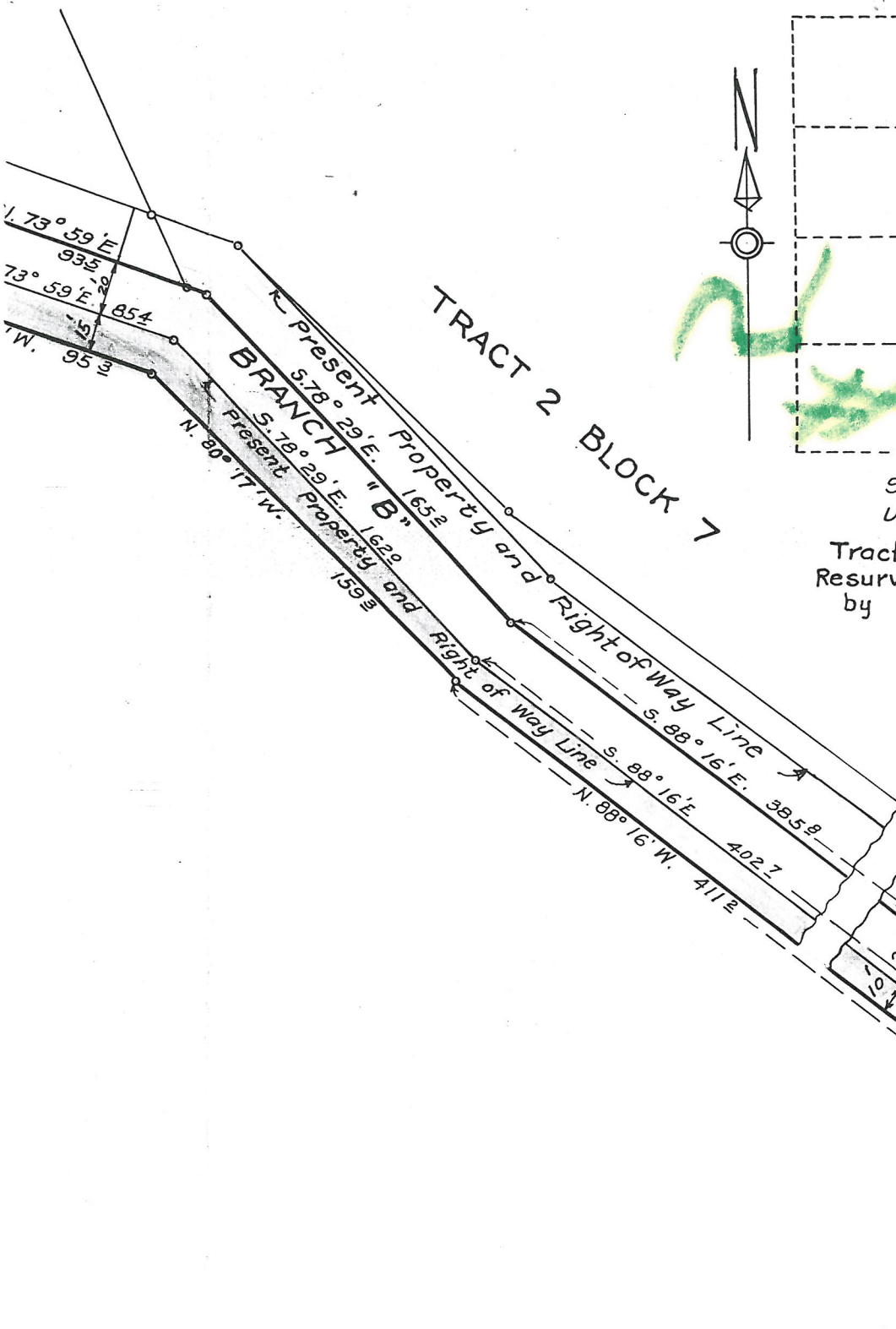
W.D. 4/13/34
 Recorded 4/23/34
 Book 583 Pg 35

SCALE: 1" = 2000'



LOCATION PLAT
S. 25, T. 31 S., R. 6 E.
U.S.S. SURVEY

Tract 1 Block 7
Resurvey of Ysleta Grant
by El Paso County.



SCALE 1" = 60'

DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION RIO GRANDE PROJECT-NEW MEXICO-TEXAS JUAN DE HERRERA LATERAL BRANCH "B" RIGHT OF WAY	
FIELD WORK	C.P. CHECKED
DRAWN	G.A. APPROVED
3687-L-61	EL PASO, TEX. 12-5-33

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

April 25, 1934.

From: District Counsel

To: Superintendent, El Paso, Texas.

Subject: Acquisition of land - Opinion of title to land described in contract dated January 4, 1934, between the United States and J. A. Delaney and Margaret Delaney, his wife; Area, .29 acre; Consideration, \$183.93; for maintenance of the Juan de Herrera Lateral Branch "B" - 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 April 13, 1934, from J. A. Delaney and Margaret Delaney, his wife, to the United States, and by policy of title insurance No. 4506 of the Commercial Standard Insurance Co., Dallas, Texas, dated April 19, 1934, countersigned by their El Paso agent, N. H. Gillet and bearing his file No. C/9392.

2. All taxes assessed up to and including the year 1933 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 1934 and consequently taxes for the year 1934 have not attached to the property acquired by the United States.

3. The consideration named in the contract, namely \$183.93, may now be paid to the contractors, J. A. Delaney and Margaret Delaney, c/o C. H. Jones, Bassett Tower, El Paso, Texas.

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, Washington
Chief Engineer, Denver.

Mr. Bradley

RECORDED
MAR 26 1934

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

EL PASO - TEXAS

March 23, 1934.

Mr. J. A. Delaney,
1147 Montana St.,
El Paso, Texas.

Dear Sir:

Reference is made to land purchase contract dated January 4, 1934, between yourself and wife and the United States, contemplating conveyance of .95 acre of land, more or less, in Tract 1, Block 7, Ysleta Grant, to the United States.

This office is in receipt of a letter from the Pioneer Abstract & Guarantee Title Company, which company has examined the title to the tract above mentioned pursuant to the issuance to the United States of a certificate of guarantee of title, in which the abstract company sets forth the following existing liens against the property:

- (1) Taxes for the years 1931, 1932, and 1933.
- (2) Water charges for the year 1933.
- (3) A Vendor's Lien retained in the Warranty Deed dated February 28, 1928 of record in Book 492, at Page 361, Deed Records from W. Gilmore Delaney and Helen Delaney to Margaret Delaney and J. A. Delaney to secure the payment of three promissory notes of even date therewith numbered 1, 2, and 3, all due three years after their date, all bearing 7% interest per annum, payable semi-annually, and each containing the usual 10% attorney's fees and accelerating maturity clauses, which said notes are further secured by Deed of Trust of even date therewith, from Margaret Delaney and J. A. Delaney to A. R. Grambling, Trustee for W. G. Delaney, which is of record in Book 196, at Page 500, Deed of Trust Records of El Paso County, Texas.

Mr. J. A. Delaney

3/23/34

The said three notes above described have been duly transferred of record to Marie B. Richmond, who has since the date of said transfer has intermarried with one, F. L. Grissom and whose name is now Marie B. Richmond Grissom.

It will be necessary for you to pay the taxes and water charges against this tract and to procure a release of the above mentioned Vendor's and Deed of Trust Liens insofar as the land being acquired from you by the United States is concerned.

Very truly yours,

H. J. S. Devries,
District Counsel.

cc - Supt., El Paso ✓

619 First National Bank Bldg.,
El Paso, Texas

March 20, 1934.

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

Gentlemen:

Receipt is acknowledged of your letter of this date, which has reference to land purchase contract dated January 4, 1934, between J. A. Delaney and wife and the United States. I will immediately notify the contractors of the steps necessary to be taken before satisfactory title will be certified to the United States by your company.

Very truly yours,

H. J. S. Devries,
District Counsel.

PIONEER ABSTRACT & GUARANTEE TITLE Co.

PERSONAL SERVICE

ESTABLISHED 1919

PHONE MAIN 838

315 FIRST NATIONAL BANK BUILDING

EL PASO, TEXAS

March 20, 1934

Bureau of Reclamation
El Paso, Texas

ATTENTION: H. J. S. Devries

Gentlemen:

Persuant to your written request, we have examined the title to

.95 of an acre of land, more or less, in Tract 1, Block 7, Ysleta Grant, in El Paso County, Texas, particularly described in the Contract dated January 4, 1934, between J. A. DELANEY and MARGARET DELANEY and the United States, duly recorded in Book 579, at Page 465 of the Deed records of El Paso County, Texas

and find the same to be vested in the said J. A. DELANEY and MARGARET DELANEY, subject only to the following, to wit:

- (1) Taxes for the years 1931, 1932, and 1933.
- (2) Water charges for the year 1933.

(3) A Vendor's Lien retained in the Warranty Deed dated February 28, 1928 of record in Book 492, at Page 361, Deed Records from W. GILMORE DELANEY and HELEN DELANEY to MARGARET DELANEY and J. A. DELANEY to secure the payment of three promissory notes of even date therewith numbered 1, 2, and 3, all due three years after their date, all bearing 7% interest per annum, payable semi-annually, and each containing the usual 10% attorney's fees and accelerating maturity clauses, which said notes are further secured by Deed of Trust of even date therewith, from MARGARET DELANEY and J. A. DELANEY to A. R. GRAMBLING, Trustee for W. G. DELANEY, which is of record in Book 196, at Page 500, Deed of Trust Records of El Paso county, Texas.

The said three notes above described have been duly transferred of record to MARIE B. RICHMOND, who has since the date of said transfer has intermarried with one, F. L. GRISSOM and whose name is now MARIE B. RICHMOND GRISSOM.

1147 Montana
El Paso Tex

It will be necessary to procure a release of the above mentioned vendor's and Deed of Trust Liens insofar as the property being acquired by you is concerned.

Yours very truly,

PIONEER ABSTRACT & GTE. TITLE CO.

BES:M

BY:

B. E. Schwarzbach

B. E. SCHWARZBACH

El Paso, Texas.

January 19, 1934.

County Clerk,
El Paso, Texas.

Dear Sir:

Transmitted herewith is land purchase contract
between the United States and J.A. and Margaret Delaney,
which is to be recorded, billing the Bureau of Reclamation
with recording fee. The cloth plat is for your files.

Very truly yours,

H. H. Berryhill,
Chief Clerk.

Encl.

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

NOV 1934
PASO TEXAS
January 17, 1934.

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

Gentlemen:

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 in the Ysleta Grant, El Paso County, in Tract 1, Block 7, as shown on plat of official resurvey of the Ysleta Grant, described in contract dated January 4, 1934, between the United States and J. A. Delaney and Margaret Delaney, his wife, consideration in such contract being \$183.93.

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 January 4, 1934, between The United States of America and J. A. Delaney and Margaret Delaney, 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 "B" a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, \$183.93, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 9th day of January, 1934.

L. E. 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 January 4, 1934, between the United States of America, and J. A. Delaney and Margaret Delaney, his wife, 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 9th day of January, 1934.

Geo. W. Hoadley
Right of Way Agent

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 **Jan. 4, 1934**, with

J. A. Delaney and Margaret Delaney, his wife

1. State purpose for which the land is required.

Maintenance of the Juan de Herrera Lateral Branch "B"

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

**0.29 of an acre, fully described in contract dated
Jan. 4, 1934**

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.

**J.A. Delaney, 1147 Montana St., El Paso, Texas
Margaret Delaney, 1147 Montana 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.

All in cultivation

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.

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

No recent transfers of land in this vicinity

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 strip of land described in contract is necessary for the maintenance and operation of the Juan de Herrera Lateral Branch #1*

Dated **January 9**, 192**3**

(Signature) **Geo. F. Bondley**

(Title) **Right of Way Agent**

In Charge of Negotiations.

Approved: **L. R. Flock**

**Project Manager
Superintendent**

DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

Rio Grande

IRRIGATION PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 4th day of January, 1933, 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~~

~~represented by the officer executing this contract~~,
hereto, duly authorized, and subject to the approval of the ~~proper~~ ~~supervisory~~ ~~officer~~ through
and J.A. Delaney

and Margaret Delaney, his wife, hereinafter styled Vendor,

of El Paso, 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

their community property, situated in the County of El Paso
(homestead, community, separate)
State of Texas, to wit:

A tract of land included in a tract of land lying and situate in the Yaleta Grant, El Paso County, Texas and in the Southeast quarter (SE $\frac{1}{4}$) Northeast quarter (NE $\frac{1}{4}$) Section twenty-five (25) Township thirty-one (31) South, Range six (6) East, Bureau of Reclamation Survey, being also within tract one (1), block seven (7) as shown on plat of official resurvey of the Yaleta 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 on the northeast right of way line of a twenty (20) ft. county road, said road right of way line being also the southwest property line of the land of the contractors and from which point the south property corner of the land of the grantors bears south forty-three degrees (43°) fifty-six minutes (56') East seven hundred sixty-two and one tenth (762.1) feet and a concrete post at the southwest corner of tract 60 Block 7 as shown on plat of official resurvey of the Yaleta Grant bears North fifty-nine degrees (59°) four minutes (04') West four hundred fifty-eight and seven tenths (458.7) feet; thence along the southwest property line of the land of the grantors North forty-three degrees (43°) fifty-six minutes (56') ten and no tenths (10.0)

¹ Strike out clause regarding approval of supervisory officer if not applicable. 6-8068

feet and North twenty-nine degrees (29°) nine minutes (09') fourteen seconds (14¹⁴) West twenty and eight tenths (20.8) feet to a point on the center line of the Juan de Herrera Lateral Branch "B" the property of the United States of America; thence along the center line of said Juan de Herrera Lateral Branch "B" North forty-four degrees (44°) fifty minutes (50') East twenty-eight and one tenth (28.1) feet, North eight degrees (08°) fifty-six minutes (56') East two hundred eighty-four and five tenths (284.5) feet, North fifty-five degrees (55°) forty-seven minutes (47') East four hundred eighty-two and two tenths (482.2) feet, North seventy-three degrees (73°) fifty-nine minutes (59') East ninety-three and five tenths (93.5) feet, South seventy-eight degrees (78°) twenty-nine minutes (29') East one hundred six, five and two tenths (165.2) feet and South eighty-eight degrees (88°) sixteen minutes (16') East three hundred eighty-five and eight tenths (385.8) feet to a point on the southwest right of way of the North Loop county road; thence South thirty-five degrees (35°) twenty-nine minutes (29') East along the southwest right of way line of the North Loop county road thirty-seven and seven tenths (37.7) feet to a point from which a marker in the center line of the North Loop road bears South eighty-eight degrees (88°) sixteen minutes (16') East thirty-one and four tenths (31.4) feet and South thirty-five degrees (35°) twenty-nine minutes (29') East forty-seven and nine tenths (47.9) feet; thence North eighty-eight degrees (88°) sixteen minutes (16') West four hundred eleven and two tenths (411.2) feet; thence North eighty degrees (80°) seventeen minutes (17') West one hundred fifty-nine and three tenths (159.3) feet; thence South seventy-three degrees (73°) fifty-nine minutes (59') West ninety-five and three tenths (95.3) feet; thence South fifty-six degrees (56°) twenty-five minutes (25') West four hundred fifty and six tenths (450.6) feet; thence South eight degrees (08°) fifty-six minutes (56') West two hundred ninety and three tenths (290.3) feet; thence South forty-four degrees (44°) fifty minutes (50') West thirty-five and two tenths (35.2) feet to the point of beginning, said tract of land containing ninety-five hundredths (.95) of an acre more or less, of which sixty-six hundredths (.66) of an acre is occupied by the Juan de Herrera Lateral Branch "B" which is the property of the United States of America and the remainder or twenty-nine hundredths (.29) of an acre shown in red on plat attached hereto and made a part hereof is the part herein intended to be conveyed.

mation 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.

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

One hundred eighty-three 93/100

dollars

(\$ **183.93**), 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 notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop

thereon until _____; 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. B. Flock
Superintendent, Bureau of Reclamation

JAN 9 1933

P. O. Address _____

J. A. Delaney

Vendor.

P. O. Address _____

Margaret Delaney

Vendor.

P. O. Address _____

Vendor.

P. O. Address _____

P. O. Address 1147 Montana St.,
El Paso, Texas.

Approved: _____

(Date) _____, 1933

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 3 hereof.

(a) I, Geo. W. Hoadley, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that J. A. Delaney and Margaret Delaney, his wife

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

(b) I further certify that I did examine the said Margaret Delaney 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 4 day of January, 1934

[SEAL] Geo. W. Hoadley

My commission expires 6-1-35 Notary Public in and for El Paso County, Texas.

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 11:47 o'clock A.M., Jan. 20, 1934 and is duly recorded in Vol. 579 of Deed Records Page No. 465

W. D. Hunt County Recorder. By Eva Cochran 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 exact copy of a contract made by me, personally, with J. A. Delaney and Margaret Delaney that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said J.A. and Margaret Delaney, 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 day of January, A. D. 1934

Geo. W. Hoadley

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

STATEMENT AND CERTIFICATE
OF AWARD

No. 116r-731
(Contract)
Date 1-4-34, 19

DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION EL PASO, TEXAS
(Department or establishment) (Bureau or office) (Location)

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 land for operation and maintenance of Juan de Herrera lateral branch
5. Without advertising, it being impracticable to secure competition because of.....

(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. 4 of the method of or absence of advertising and in accordance with award of contract lettered B, 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 Mock

Superintendent

(Signature of contracting officer)

(Title)

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).

DEPARTMENT OF THE INTERIOR

C-1410

BUREAU OF RECLAMATION

Rio Grande Irrigation Project

RECORD OF EXECUTION OF CONTRACT

DISPOSITION OF CONTRACT AND BOND—The office in which the contract originates retains a copy of the contract, and bond, if any, relating to above-named project, dated Jan. 4, 1934, symbol and number 116-731; made by J. A. Delaney and Margaret Delaney amount involved, \$182.95; authority No. (or clearing account for use) purpose Purchase of Land

Reference: For contracts originating in the office of district engineer, place (a) (b) (c) (d) (e) (f) (g) (h) (i) (j) (k) (l) (m) (n) (o) (p) (q) (r) (s) (t) (u) (v) (w) (x) (y) (z) (aa) (ab) (ac) (ad) (ae) (af) (ag) (ah) (ai) (aj) (ak) (al) (am) (an) (ao) (ap) (aq) (ar) (as) (at) (au) (av) (aw) (ax) (ay) (az) (ba) (bb) (bc) (bd) (be) (bf) (bg) (bh) (bi) (bj) (bk) (bl) (bm) (bn) (bo) (bp) (bq) (br) (bs) (bt) (bu) (bv) (bw) (bx) (by) (bz) (ca) (cb) (cc) (cd) (ce) (cf) (cg) (ch) (ci) (cj) (ck) (cl) (cm) (cn) (co) (cp) (cq) (cr) (cs) (ct) (cu) (cv) (cw) (cx) (cy) (cz) (da) (db) (dc) (dd) (de) (df) (dg) (dh) (di) (dj) (dk) (dl) (dm) (dn) (do) (dp) (dq) (dr) (ds) (dt) (du) (dv) (dw) (dx) (dy) (dz) (ea) (eb) (ec) (ed) (ee) (ef) (eg) (eh) (ei) (ej) (ek) (el) (em) (en) (eo) (ep) (eq) (er) (es) (et) (eu) (ev) (ew) (ex) (ey) (ez) (fa) (fb) (fc) (fd) (fe) (ff) (fg) (fh) (fi) (fj) (fk) (fl) (fm) (fn) (fo) (fp) (fq) (fr) (fs) (ft) (fu) (fv) (fw) (fx) (fy) (fz) (ga) (gb) (gc) (gd) (ge) (gf) (gg) (gh) (gi) (gj) (gk) (gl) (gm) (gn) (go) (gp) (gq) (gr) (gs) (gt) (gu) (gv) (gw) (gx) (gy) (gz) (ha) (hb) (hc) (hd) (he) (hf) (hg) (hh) (hi) (hj) (hk) (hl) (hm) (hn) (ho) (hp) (hq) (hr) (hs) (ht) (hu) (hv) (hw) (hx) (hy) (hz) (ia) (ib) (ic) (id) (ie) (if) (ig) (ih) (ii) (ij) (ik) (il) (im) (in) (io) (ip) (iq) (ir) (is) (it) (iu) (iv) (iw) (ix) (iy) (iz) (ja) (jb) (jc) (jd) (je) (jf) (jg) (jh) (ji) (jj) (jk) (jl) (jm) (jn) (jo) (jp) (jq) (jr) (js) (jt) (ju) (jv) (jw) (jx) (jy) (jz) (ka) (kb) (kc) (kd) (ke) (kf) (kg) (kh) (ki) (kj) (kk) (kl) (km) (kn) (ko) (kp) (kq) (kr) (ks) (kt) (ku) (kv) (kw) (kx) (ky) (kz) (la) (lb) (lc) (ld) (le) (lf) (lg) (lh) (li) (lj) (lk) (ll) (lm) (ln) (lo) (lp) (lq) (lr) (ls) (lt) (lu) (lv) (lw) (lx) (ly) (lz) (ma) (mb) (mc) (md) (me) (mf) (mg) (mh) (mi) (mj) (mk) (ml) (mm) (mn) (mo) (mp) (mq) (mr) (ms) (mt) (mu) (mv) (mw) (mx) (my) (mz) (na) (nb) (nc) (nd) (ne) (nf) (ng) (nh) (ni) (nj) (nk) (nl) (nm) (nn) (no) (np) (nq) (nr) (ns) (nt) (nu) (nv) (nw) (nx) (ny) (nz) (oa) (ob) (oc) (od) (oe) (of) (og) (oh) (oi) (oj) (ok) (ol) (om) (on) (oo) (op) (oq) (or) (os) (ot) (ou) (ov) (ow) (ox) (oy) (oz) (pa) (pb) (pc) (pd) (pe) (pf) (pg) (ph) (pi) (pj) (pk) (pl) (pm) (pn) (po) (pp) (pq) (pr) (ps) (pt) (pu) (pv) (pw) (px) (py) (pz) (qa) (qb) (qc) (qd) (qe) (qf) (qg) (qh) (qi) (qj) (qk) (ql) (qm) (qn) (qo) (qp) (qq) (qr) (qs) (qt) (qu) (qv) (qw) (qx) (qy) (qz) (ra) (rb) (rc) (rd) (re) (rf) (rg) (rh) (ri) (rj) (rk) (rl) (rm) (rn) (ro) (rp) (rq) (rr) (rs) (rt) (ru) (rv) (rw) (rx) (ry) (rz) (sa) (sb) (sc) (sd) (se) (sf) (sg) (sh) (si) (sj) (sk) (sl) (sm) (sn) (so) (sp) (sq) (sr) (ss) (st) (su) (sv) (sw) (sx) (sy) (sz) (ta) (tb) (tc) (td) (te) (tf) (tg) (th) (ti) (tj) (tk) (tl) (tm) (tn) (to) (tp) (tq) (tr) (ts) (tt) (tu) (tv) (tw) (tx) (ty) (tz) (ua) (ub) (uc) (ud) (ue) (uf) (ug) (uh) (ui) (uj) (uk) (ul) (um) (un) (uo) (up) (uq) (ur) (us) (ut) (uu) (uv) (uw) (ux) (uy) (uz) (va) (vb) (vc) (vd) (ve) (vf) (vg) (vh) (vi) (vj) (vk) (vl) (vm) (vn) (vo) (vp) (vq) (vr) (vs) (vt) (vu) (vv) (vw) (vx) (vy) (vz) (wa) (wb) (wc) (wd) (we) (wf) (wg) (wh) (wi) (wj) (wk) (wl) (wm) (wn) (wo) (wp) (wq) (wr) (ws) (wt) (wu) (wv) (ww) (wx) (wy) (wz) (xa) (xb) (xc) (xd) (xe) (xf) (xg) (xh) (xi) (xj) (xk) (xl) (xm) (xn) (xo) (xp) (xq) (xr) (xs) (xt) (xu) (xv) (xw) (xx) (xy) (xz) (ya) (yb) (yc) (yd) (ye) (yf) (yg) (yh) (yi) (yj) (yk) (yl) (ym) (yn) (yo) (yp) (yq) (yr) (ys) (yt) (yu) (yv) (yw) (yx) (yy) (yz) (za) (zb) (zc) (zd) (ze) (zf) (zg) (zh) (zi) (zj) (zk) (zl) (zm) (zn) (zo) (zp) (zq) (zr) (zs) (zt) (zu) (zv) (zw) (zx) (zy) (zz)

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

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. Place El Paso, Texas Date Jan. 9, 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. Place El Paso, Texas Date Jan. 17, 1934

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

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

Commissioner.