

VAN DYKE, G. M. et. ux. Belle

WARRANTY DEED

(131) MESA DRAIN

R/W

0023-0087-0043-00

780

THAT C. M. Van Dyke and Belle Van Dyke, his wife

of the County of El Paso, State of Texas, in consideration of the sum of

Four hundred and no/100-----

DOLLARS,

(\$400.00)

to us in hand paid by THE UNITED STATES OF AMERICA, in pursuance of the provisions of the Act of June 17, 1902 (32 Stat. 385), 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 El Paso, 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:

Two tracts of land lying and situate in El Paso County, Texas, and in the Northwest Quarter (NW $\frac{1}{4}$) Northwest quarter (NW $\frac{1}{4}$) Section four (4) Township thirty-four South (T34S) Range eight East (R8E) Bureau of Reclamation Survey, being also within Tract fifteen (15) Block one (1) on plat of official re-survey of the Mainland San Elizarie Grant, as accepted by the Commissioners' Court of El Paso County, Texas, the thirteenth day of January, 1930, and of record in the office of the County Clerk of said County and State, being more particularly described as follows:

Tract No. 1: Beginning at the point of intersection of the line between Tracts fourteen (14) and fifteen (15) Block one (1) of said official re-survey of the Mainland San Elizarie Grant, with the southwest right of way line of the Mesa Drainage Canal, the property of the United States, and from which point El Paso County road monument number thirty-two (32) in the center line of State Highway number one (1) bears North sixty-six degrees eighteen minutes East (N66°18'E) eighty-six and seven one-hundredths (86.07) feet and North thirty-nine degrees forty-four minutes West (N39°44'W) three hundred seventeen and three-tenths (317.3) feet; thence along the right of way line of the Mesa Drainage Canal South thirty-nine degrees sixteen minutes thirty seconds East (S39°16'30"E) twenty-nine (29.0) feet and South fifty degrees twenty minutes West (S50°20'W) forty-one and eight one-hundredths (41.08) feet to a point from which the northwest corner Section four (4) Township thirty-four South (T34S) Range eight East (R8E), Bureau of Reclamation Survey bears North eighty-three degrees forty-two minutes West (N83°42'W) six hundred thirteen and three-tenths (613.3) feet distant; thence North nine degrees fifty-one minutes West (N9°51'W) forty and four-tenths (40.4) feet to a point on the line between Tracts fourteen (14) and fifteen (15) Block one (1) of the said official re-survey of the Mainland San Elizarie Grant; thence North sixty-six degrees eighteen minutes East (N66°18'E) along the line between said Tracts fourteen (14) and fifteen (15) Block one (1) twenty-two and three one-hundredths (22.03) feet to the point of beginning, said tract of land containing twenty-four one-thousandths (0.024) of an acre more or less.

Tract No. 2: Beginning at a point on the line between Tracts fifteen (15) and sixteen (16) Block one (1) of said official re-survey of the Mainland San Elizarie Grant and from which point El Paso County Road Monument number thirty-three (33) in the center line of State Highway number one (1) bears North sixty-six degrees eighteen minutes East (N66°18'E) one hundred and sixty-six one-hundredths (100.66) feet and South thirty-nine degrees forty-three minutes East (S39°43'E) fifty-six and thirty-five one-hundredths (56.35) feet; thence South sixty-six degrees eighteen minutes West (S66°18'W) along the line between said Tracts fifteen (15) and sixteen (16) Block one (1) of the official re-survey of the Mainland San Elizarie Grant thirty-nine and two-tenths (39.2) feet; thence North thirty degrees fifty-nine minutes West (N30°59'W) two hundred sixty-four and eight-tenths (264.8) feet to a point on the southwest right of way line of Mesa Drainage Canal, the property of the United States, and from which point the northwest corner Section four (4) Township thirty-four South (T34S) Range eight East (R8E) Bureau of Reclamation Survey bears North thirty-nine degrees forty minutes West (N39°40'W) seventy-four and six-tenths (74.6) feet and North eighty-three degrees forty-two minutes West (N83°42'W) six hundred thirteen and three-tenths (613.3) feet; thence South thirty-nine degrees forty minutes East (S39°40'E) along said southwest right of way line of the Mesa Drainage Canal one hundred fifty-three and eight-tenths (153.8) feet; thence South twenty-one degrees fifteen minutes thirty seconds East (S21°15'30"E) eleven (11.0) feet; thence South forty degrees fifteen minutes thirty seconds East (S40°15'30"E) one hundred eight and three-tenths (108.3) feet to the point of beginning, said tract of land containing one hundred and seven-tenths (0.117) of an acre more or less, both of the described tracts shown on plat attached to contract dated March 21, 1931 between the grantor and the United States of America, and of record in the office of the County Clerk of El Paso County, Texas.

... (1) ... (2) ... (3) ... (4) ... (5) ... (6) ... (7) ... (8) ... (9) ... (10) ... (11) ... (12) ... (13) ... (14) ... (15) ... (16) ... (17) ... (18) ... (19) ... (20) ... (21) ... (22) ... (23) ... (24) ... (25) ... (26) ... (27) ... (28) ... (29) ... (30) ... (31) ... (32) ... (33) ... (34) ... (35) ... (36) ... (37) ... (38) ... (39) ... (40) ... (41) ... (42) ... (43) ... (44) ... (45) ... (46) ... (47) ... (48) ... (49) ... (50) ... (51) ... (52) ... (53) ... (54) ... (55) ... (56) ... (57) ... (58) ... (59) ... (60) ... (61) ... (62) ... (63) ... (64) ... (65) ... (66) ... (67) ... (68) ... (69) ... (70) ... (71) ... (72) ... (73) ... (74) ... (75) ... (76) ... (77) ... (78) ... (79) ... (80) ... (81) ... (82) ... (83) ... (84) ... (85) ... (86) ... (87) ... (88) ... (89) ... (90) ... (91) ... (92) ... (93) ... (94) ... (95) ... (96) ... (97) ... (98) ... (99) ... (100) ...

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said **THE UNITED STATES OF AMERICA**

its successors and
~~heirs~~ assigns forever; and ~~we~~ do hereby bind **ourselves, our** heirs, executors and administrators, to Warrant and forever Defend, all and singular, the said premises unto the said **THE UNITED STATES OF AMERICA, its successors**

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

WITNESS ~~our~~ hand ~~at~~ Ysleta, Texas this 9th day of April A. D. 19 31.

Witnesses at Request of Grantor

C. M. Van Dyke

Belle Van Dyke

SINGLE ACKNOWLEDGMENT.

THE STATE OF TEXAS,

County of El Paso.

Before me Geo. W. Hoadley

a Notary Public

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

C. M. Van Dyke

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 9th day of April A. D. 1931

Geo. W. Hoadley

My Com. Ex. 6/1/31.

Notary Public in and for El Paso County, Texas.

WIFE'S SEPARATE ACKNOWLEDGMENT.

THE STATE OF TEXAS,

County of El Paso.

Before me Geo. W. Hoadley

a Notary Public

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

Belle Van Dyke

C. M. Van Dyke

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 Belle Van Dyke 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 9th day of April A. D. 1931.

Geo. W. Hoadley

My Com. Ex. 6/1/31.

Notary Public in and for El Paso County, Texas.

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 9th day of April A. D. 1931, with its certificate of authentication, was filed for record in my office this 13th day of Apr. A. D. 1931, at 4:28 o'clock P. M. and duly recorded the 17th day of Apr. A. D. 1931, at 9:28 o'clock A. M. in the records of said County, in Volume 533 on Pages 562

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 Iva Cochran, Deputy.

Warranty Deed

Filed for Record the 13th

day of April 1931

at 4 o'clock and 28 minutes P.M.

W. D. Greet

Clerk, County Court, El Paso County, Texas.

By Blanche Bremen, Deputy

ELLIS BROS. PRINTING CO., EL PASO

533/562

4/9/31

El Paso, Texas, April 20, 1931.

From: District Counsel

To: Superintendent, El Paso, Texas.

Subject: Acquisition of Land - Opinion of Title - Land Described in Contract Dated March 21, 1931, with C. M. Van Dyke and Belle Van Dyke; Area, two tracts of land of .024 and .117 of an acre, respectively; Consideration, \$400.00; for Widening of the El Paso Valley Mesa Drain - Rio Grande Project.

1. A good and indefeasible title to the real property described in the above mentioned land purchase contract is found to be now vested in the United States free and clear of liens and encumbrances as disclosed by recorded warranty deed dated April 9, 1931, from C. M. Van Dyke and Belle Van Dyke to the United States, and by certificate of guarantee of title of the New York Title & Mortgage Company of Texas, No. 1033, issued through the Pioneer Abstract & Guarantee Title Co. of El Paso, Texas, dated April 13, 1931.

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

3. The consideration named in the contract, namely \$400.00, may now be paid to the contractor.

4. The original and two copies of the recorded deed and the original of the certificate of guarantee of title are transmitted herewith, ~~to the Superintendent~~

- - - -

H. J. S. Devries.

cc - Comm'r, Washington
C. E., Denver

El Paso, Texas.

March 26, 1931.

County Clerk,

El Paso, Texas.

Dear Sir:

Transmitted herewith are two land purchase contracts between the United States and B.E. and Agnes Bullard and C. M. Van Dyke and Belle Van Dyke, which kindly record, billing this bureau with recording fee. The cloth plats attached to the contracts are for your files.

Very truly yours,

H H Berryhill

Chief Clerk.

Encls.

El Paso, Texas, March 25, 1931.

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

Gentlemen:

Will you kindly furnish a certificate of guarantee of title covering land described in contract dated March 21, 1931, between C. M. Van Dyke and Belle Van Dyke and the United States, involving two tracts of land containing .024 of an acre and .117 of an acre, respectively, situate in Tract 15, Block 1, official re-survey of the Mainland San Eligario Grant, as shown on the attached plat.

The certificate should be based upon deed which will be procured from C. M. Van Dyke and Belle Van Dyke, and guarantee fee simple title in the United States, free and clear of liens and encumbrances.

Very truly yours,

H. J. S. Devries,
District Counsel.

El Paso, Texas, March 17, 1931.

MEMORANDUM to District Counsel.

In re: C. M. Van Dyke.

1. The United States by warranty deed dated October 11, 1916, from Jesus Cobos, acquired title to a strip of land for what is known as the El Paso Mesa Drain. The land acquired was bounded on the east by Luis Lopez and on the north by the El Paso-Pabens County Road.

2. Jesus Cobos, died and his lands were partitioned amongst his heirs according to surveys made by El Paso County Deputy Surveyor Montejo.

The tract of land out of which we had previously obtained the right-of-way for the Mesa Drain was cut up into four tracts of 10.33 acres each all as shown on map on file in County Clerk's office under Cause #2790, and referred to in Book 39, pages 232 to 236, inclusive. 12/13/19

The Montejo survey called for the drain, and we believe that he followed the spoil bank of the drain as constructed. Montejo's line along the drain consists of a series of angles at the point where we tied into the old Franklin Canal Desague.

Tract 2 was allotted by the Court to Rosa Cobos and deeded to her by the executor of Jesus Cobos' estate and of record in Deed Book 346, at page 302.

3. The boundary lines of the right-of-way we obtained from Jesus Cobos were straight lines. A part of the right-of-way we obtained by deed from Cobos had been previously used as a desague and canal by the Franklin Irrigation Co. When constructing the drain upon reaching that part used as a desague we followed the old desague and canal channels.

4. F. A. Grivalva, administrator of the estate of Rosa Cobos, deeded allotment #2 (using same notes) to H. M. Wells December 2, 1922, of record in Book 393 at page 159.

H. M. Wells deeded to C. M. Van Dyke, allotment #2, using original notes, December 10, 1923, of record in book 417 at page 223.

C. M. Van Dyke in 1923 or 1924 built a four or five-room brick house on what he supposed to be his land, but which was found in making our survey for the widening of the Mesa Drain to be partly on the right-of-way deeded to the United States.

5. C. M. Van Dyke had a title certificate issued by the Pioneer Abstract Company and they gave him \$1500 for a release to all claims he, Van Dyke, might have against them.

6. Mr. Van Dyke, upon receiving his money from the Pioneer Company, stated to me that he would raze the house and move the material to his ranch on the North Loop Road, but asked that we give him all the time possible, as he did not want to do the work during the cold weather. At the same time Van Dyke stated he would sell us the additional right-of-way we required for \$400.00.

7. Under date of January 27, 1931, received the attached letter from Van Dyke

On the morning of the day I received the letter I met Van Dyke in Fabens and was told that we were to keep off his land until he had had it surveyed to find out if our claim was O.K. as to our lines. On February 9 I again interviewed Van Dyke in re of the additional right-of-way required and he stated he would do nothing until he had his survey made, and that he would not sign a contract if he sold us any land.

8. Next came a message from Robert J. Channell, attorney at law, who stated that Van Dyke had 'phoned him and instructed him to sell the house and a strip of approximately 25 feet wide south of the house, parallel and adjacent to our right-of-way, providing that the purchaser could get a deed from the United States for that part of our right-of-way occupied by the house, and that the buyer would, out of the strip acquired, convey for a consideration to the United States the additional land they required.

9. R. J. Channell contends that our deed called for a strip of land 80 feet wide along the road, and as the road line is and was a curve, that our description by metes and bounds would not hold, and that should we encroach upon Van Dyke according to the lines in his deed, he will file suit.

10. Plat attached showing conflict and additional right-of-way required.

- - - - -

Geo. W. Roadley

Mail copy to
project for
Cous. purchase
files

PIONEER ABSTRACT & GUARANTEE TITLE CO.

EL PASO, TEXAS

TITLE DEPARTMENT

PRELIMINARY OPINION

April 8, 1931,

IN REPLY PLEASE REFER TO

NO. 8267

EXAMINER BES:MF.

TO Bureau of Reclamation Service,
Toltec Club Bldg.,
El Paso, Texas, (Att: Mr.H.J.S.Devries,Dist.Counsel)

IN RE: purchase from Van Dyke.

PROPERTY: .024 of an acre and .117 of an acre, San Elizario Grant, El Paso County,
Texas, fully set out in contract between Van Dyke, and U. S. A. dated
March 21, 1931.

INSTRUMENTS EXAMINED: None,

RECORD TITLE IN: C. M. VAN DYKE, and wife, BELLE VAN DYKE,

SUBJECT TO:

TAXES: Taxes have been paid up to and including the year 1930.

PAVING: None.

We are informed by the Water Improvement District, that the land is
not subject to construction charges, and that there are no water
charges due thereon, for the year 1930.

Very truly yours,

A. Schwanbach
A. Secy.

BES:MF.

4/8/31

Phone Mr. Hoadley requesting
him to get deeds made out
& delivered to the Pioneer Co. Co.
K. G. A.

Rush

FEES \$

2.00
xx

EL PASO, TEXAS, April 13 1931

RECEIVED FOR RECORD THE FOLLOWING INSTRUMENT:

No. 50322 - C. M. Van Dyke, et. ux, Belle Van Dyke,

-to-

WD.

The United States of America,

W. D. GREET, COUNTY CLERK

XXX USRS
RETURN THIS RECEIPT

428 PM.

BY

BB.

DEPUTY

PIONEER ABSTRACT & GUARANTEE TITLE CO.

Box 75

Yslita I.

Jan 27th 1931

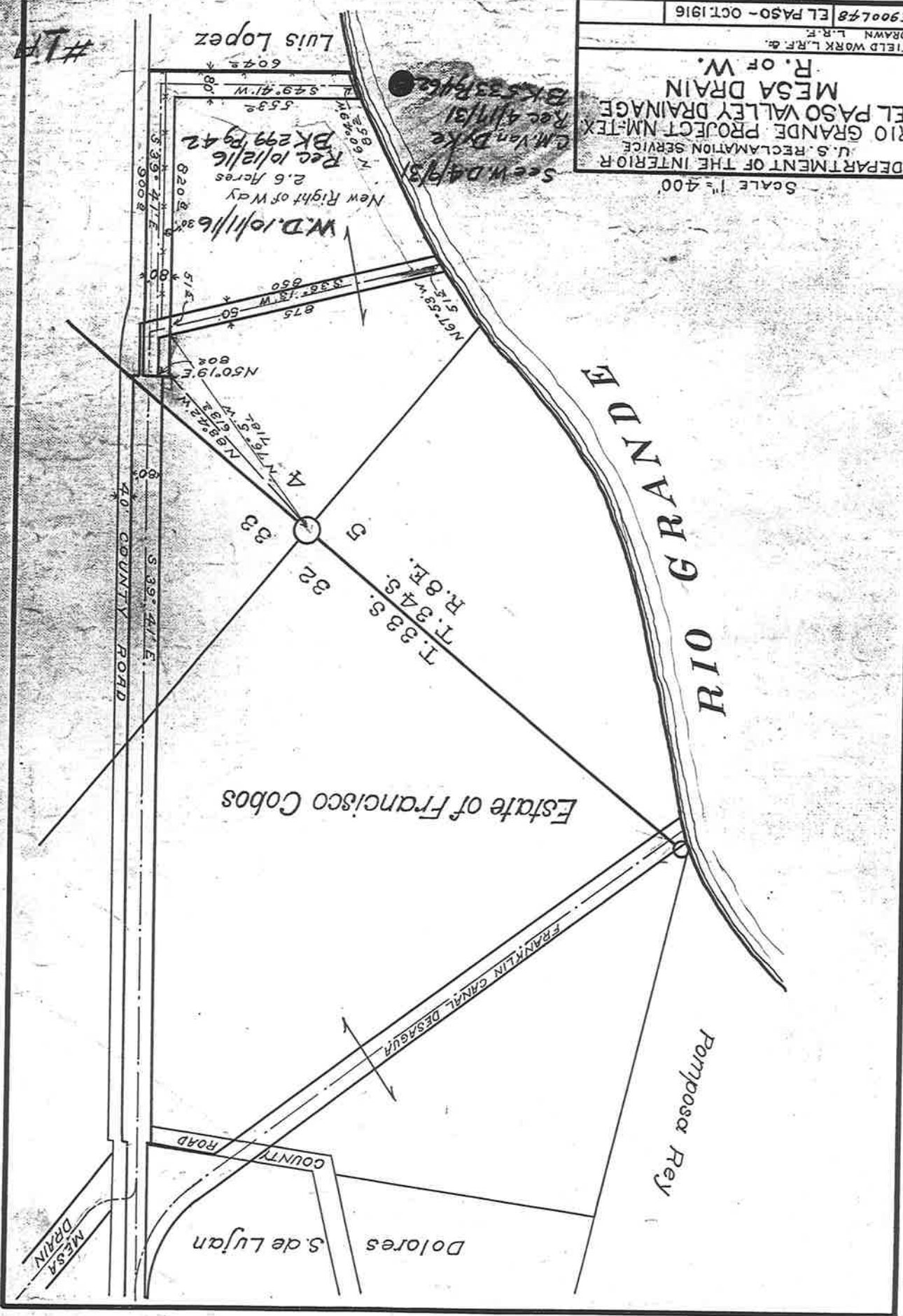
Mr Geo W. Hoadley El Paso Tex

Dear Sir - just as soon as my abstract
is completed I will have a Surveyor
to establish the County road opposite
my place at Iraheta. I know the
Road was moved several feet near
my place since June 1923 when the
County road was widened. I really
expect one corner of my house may
be on your land, but I will have my
Surveyor and the Surveyor settle this.
I will also have him lay the full
case of every thing that has taken
place since 1923 before the Secretary of
Interior at Washington D.C.

Very Respectfully
J. C. M. Vandyke

DEPARTMENT OF THE INTERIOR
 U.S. RECLAMATION SERVICE
 RIO GRANDE PROJECT NM-TEX
 EL PASO VALLEY DRAINAGE
 MESA DRAIN
 R. OF W.
 FIELD WORK L.R.F. &
 DRAWN L.R.F.
 E900478 EL PASO - OCT. 1916
 Scale 1" = 400'

Sheet 0 of



#17

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 March 21, 1931
symbol and number 116r-511; made by C.M. Van Dyke and Belle Van Dyke
amount involved, \$ 400 -; authority No. _____ or clearing account _____
purpose Purchase of land
Reference: _____

Notice of execution of contract to be given Chief Engineer at Denver, Superintend-
ent at El Paso, Texas, District Counsel at El Paso, Texas
and _____

Place El Paso, Texas Date March 24, 1931

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

L. R. Fieck, Project Superintendent.

Inclosures:

Original and 3 copies of this form.

Original and 4 copies of contract.

Place El Paso, Texas Date March 25, 1931

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

H. J. S. Davies, 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.

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande

IRRIGATION PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this _____ day of _____, 1931, 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 contracting officer executing this contract,

~~Superintendent, Bureau of Reclamation,~~
~~Assistant Engineer, Rio Grande Irrigation Project,~~
and **O. M. Van Dyke**

and **Doris Van Dyke**, his wife, hereinafter styled Vendor,

of **Tuleta**, 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

1 **half** **community** property, situated in the County of **El Paso**
(Homestead, community, separate)

State of **Texas**, to wit:

Two tracts of land lying and situate in El Paso County, Texas, and in the Northwest quarter Northwest quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) Section four (4) Township thirty-four South (T34S) Range eight East (R8E) Bureau of Reclamation Survey, being also within Tract Fifteen (15) Block one (1) on plat of official re-survey of the Mainland San Elizarie Grant, as accepted by the Commissioners' Court of El Paso County, Texas, the thirteenth day of January, 1930, and of record in the office of the County Clerk of said County and State, being more particularly described as follows:

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

four (4) Township thirty-four South (T34S) Range eight East (R8E), Bureau of Reclamation Survey bears North eighty-three degrees forty-two minutes West ($N83^{\circ}42'W$) six hundred thirteen and three-tenths (613.3) feet distant; thence North nine degrees fifty-one minutes West ($N9^{\circ}51'W$) forty and four-tenths (40.4) feet to a point on the line between Tracts fourteen (14) and fifteen (15) Block one (1) of the said official re-survey of the Mainland San Elizario Grant; thence North sixty-six degrees eighteen minutes East ($N66^{\circ}18'E$) along line between said Tracts fourteen (14) and fifteen (15) Block one (1) twenty-two and three one-hundredths (22.03) feet to the point of beginning, said tract of land containing twenty-four one-thousandths (0.024) of an acre more or less, all as shown on plat attached hereto and made a part hereof.

Tract No. 2: Beginning at a point on the line between Tracts fifteen (15) and sixteen (16) Block one (1) of said official re-survey of the Mainland San Elizario Grant and from which point El Paso County Road Monument number thirty-three (33) in the center line of State Highway number one (1) bears North sixty-six degrees eighteen minutes East ($N66^{\circ}18'E$) one hundred and sixty-six one-hundredths (100.66) feet and South thirty-nine degrees forty-three minutes East ($S39^{\circ}43'E$) fifty-six and thirty-five one-hundredths (56.35) feet; thence South sixty-six degrees eighteen minutes West ($S66^{\circ}18'W$) along the line between said Tracts fifteen (15) and sixteen (16) Block one (1) of the official re-survey of the Mainland San Elizario Grant thirty-nine and two-tenths (39.2) feet; thence North thirty degrees fifty-nine minutes West ($N30^{\circ}59'W$) two hundred sixty-four and eight-tenths (264.8) feet to a point on the southwest right of way line of Mesa Drainage Canal, the property of the United States, and from which point the northwest corner Section four (4) Township thirty-four South (T34S) Range eight East (R8E) Bureau of Reclamation Survey bears North thirty-nine degrees forty minutes West ($N39^{\circ}40'W$) seventy-four and six-tenths (74.6) feet and North eighty-three degrees forty-two minutes West ($N83^{\circ}42'W$) six hundred thirteen and three-tenths (613.3) feet; thence South thirty-nine degrees forty minutes East ($S39^{\circ}40'E$) along said southwest right of way line of the Mesa Drainage Canal one hundred fifty-three and eight-tenths (153.8) feet; thence South twenty-one degrees fifteen minutes thirty seconds East ($S21^{\circ}15'30"E$) eleven (11.0) feet; thence South forty degrees fifteen minutes thirty seconds East ($S40^{\circ}15'30"E$) one hundred eight and three-tenths (108.3) feet to the point of beginning, said tract of land containing one hundred and seven-teen one-thousandths (0.117) of an acre more or less, all as shown on plat attached hereto and made a part hereof.

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

Four hundred no/100----

dollars

(\$ 400.00), 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 **March 21, 1931** notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop

thereon until **March 21, 1931** ; 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** 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. Flock 3/24/31
Superintendent, Bureau of Reclamation.

P. O. Address

C. M. Van Dyke

Vendor.

P. O. Address

Bell Van Dyke

Vendor.

P. O. Address

Vendor.

P. O. Address

P. O. Address Box 75, R.F.D. #1

Approved:

Ysleta, Texas.

(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

C. M. Van Dyke and Belle Van Dyke, 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 a hair free and voluntary act, for the uses and
purposes therein set forth.

(b) I further certify that I did examine the said Belle Van Dyke
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 22nd day of March, 1931
[SEAL] Geo. W. Hoadley
Notary Public in and for El Paso
My commission expires 6/1-1931 County, Texas

CERTIFICATE OF COUNTY RECORDER

STATE OF Texas }
COUNTY OF El Paso } ss: I hereby certify that this instrument was filed for record at
my office at o'clock M., , 1931
and is duly recorded in Vol. of
Page No.
By 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 con-
tract made by me, personally, with C.M. and Belle Van Dyke
that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or
advantage corruptly to the said C.M. and Belle Van Dyke, 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. E. Flock
Superintendent Bureau of Reclamation.
Subscribed and sworn to before me at El Paso, Texas
this 24th day of March, A. D. 1931
Geo W Hoadley
6/1-31
[OFFICIAL SEAL] My commission expires

CERTIFICATE OF RECORD

THE 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 authentication, was filed for record in my office on the 27th day of March, A. D. 1931, at 9:30 A.M. and duly recorded the 8th day of April, 1931 at 2:40 P.M. in the Deed Records of said County, in Volume 542 on page 74.

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

W. D. Greet, County Clerk
By Iva Cochran, Deputy.

STATEMENT AND CERTIFICATE
OF AWARD

No. 116r-511
(Contract)
Date 3/21, 19 31

DEPARTMENT OF THE INTERIOR
(Department or establishment)

BUREAU OF RECLAMATION
(Bureau or office)

El Paso, Texas
(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 Widening of Mesa Drain - El Paso Valley
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. _____ 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. Flock

(Signature of contracting officer)

Superintendent

(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).

CERTIFICATE BY PROJECT SUPERINTENDENT

I hereby certify that the land described in attached land purchase contract dated March 21, 1931, between The United States of America and C. M. Van Dyke and Belle Van Dyke, is required for purposes authorized by the Act of June 17, 1902, (32 Stat., 388) namely, as right of way for the Mesa Drain, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, \$400.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 24th day of March, 1931.

L. R. Flock
Superintendent

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated March 21, 1931, between The United States of America and C. M. Van Dyke and Belle Van Dyke, 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 24th day of March, 1931.

Geo. F. Roadley

L. R. F.

Junior Engineer.

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 **3/21-1931**, 192 , with

C. M. Van Dyke and Belle Van Dyke

1. State purpose for which the land is required.

Widening of the El Paso Valley Main Drain

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

0.141 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.

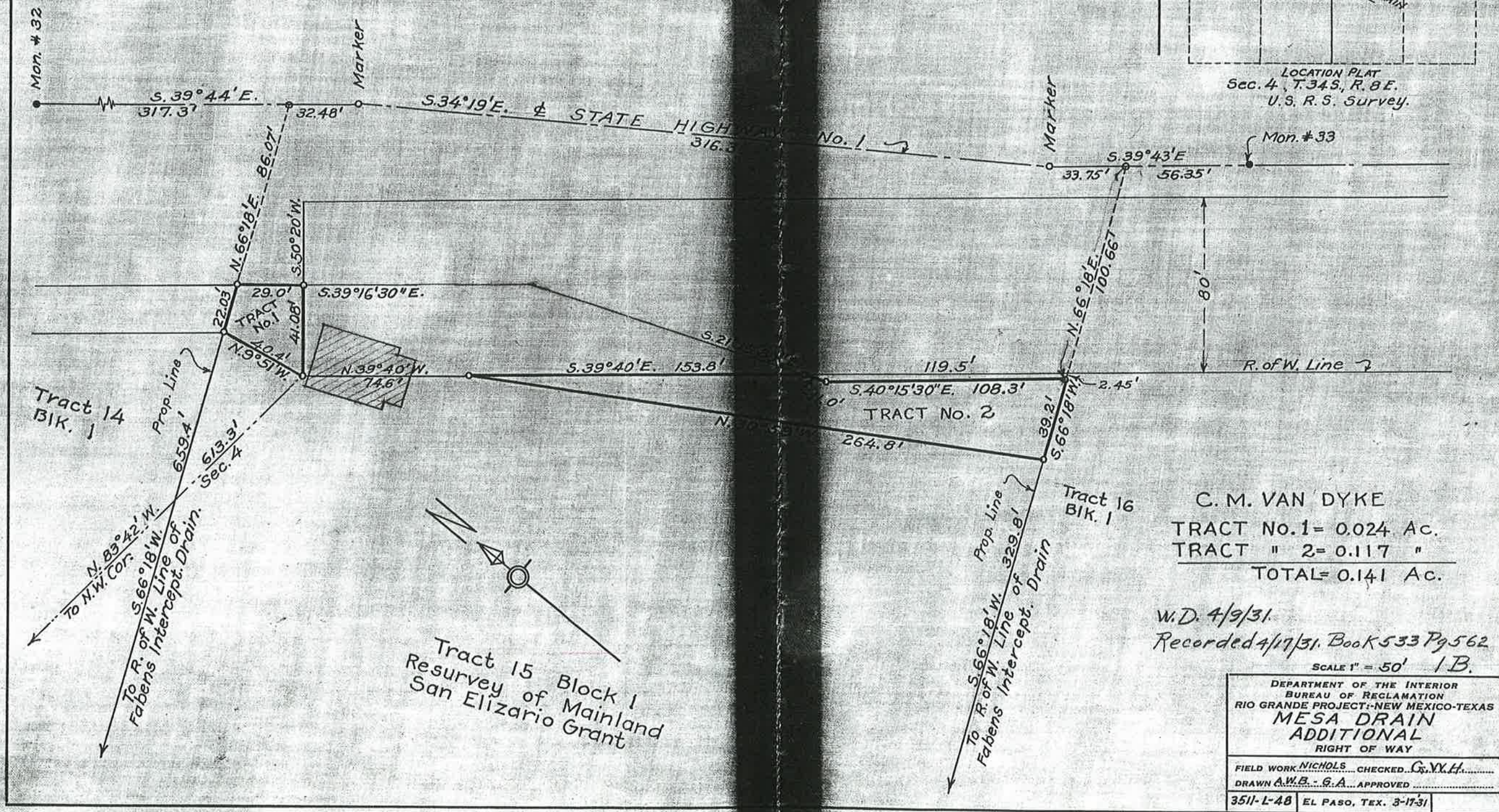
C.M. Van Dyke, Box 75, R.F.D.#1, Yoleta, Texas
Belle Van Dyke " " " " "

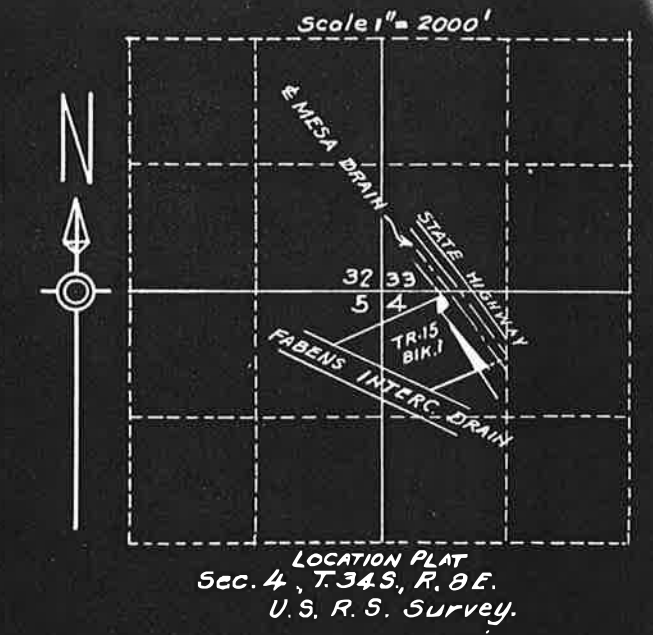
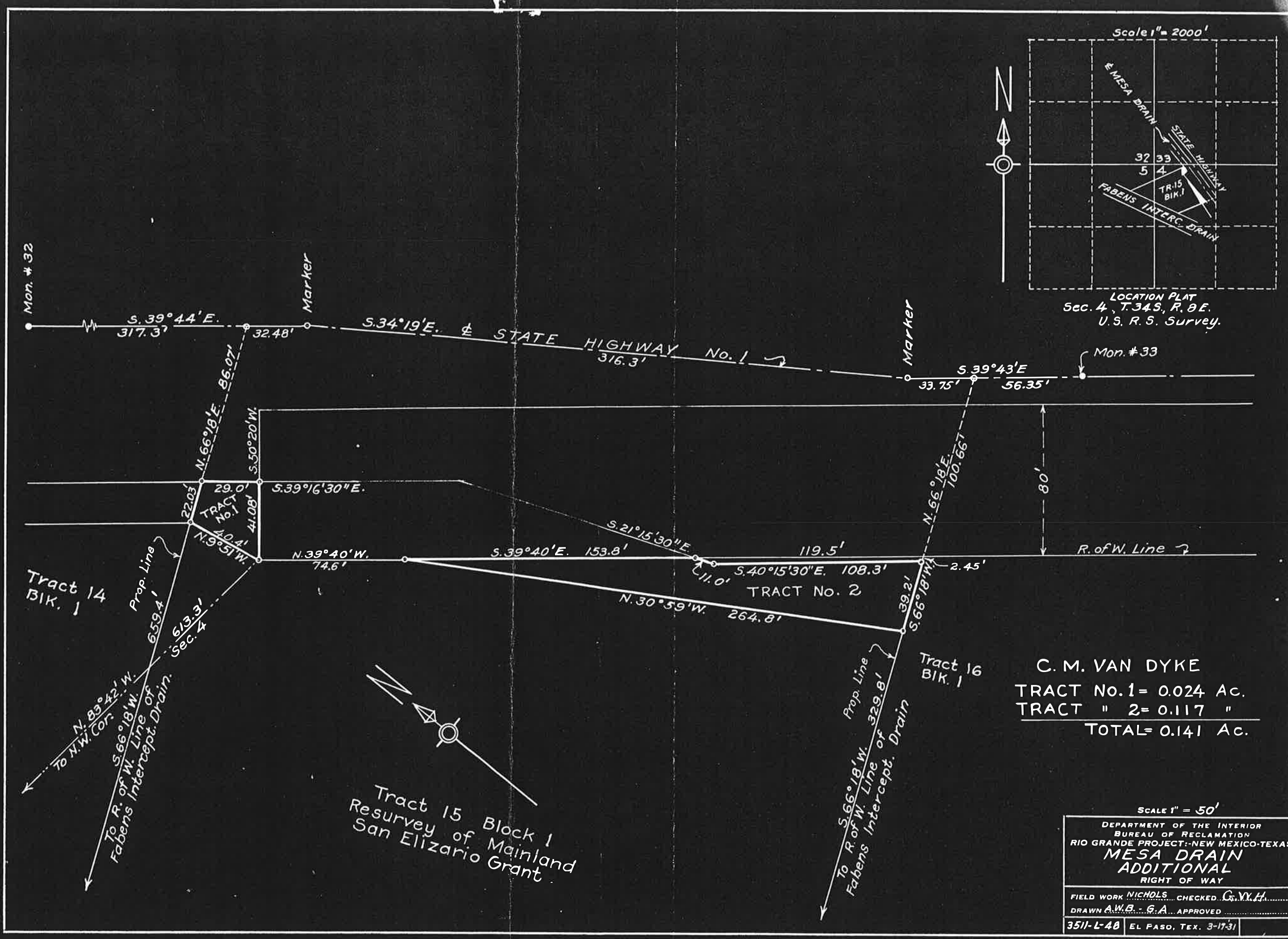
5. State who is in possession of the premises to be conveyed, or of any part thereof, and if a tenant, give his name and post-office address. If the land is held under a lease, state the general terms of such lease, the date the tenant is to give up possession, and state clearly whether any arrangement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

No





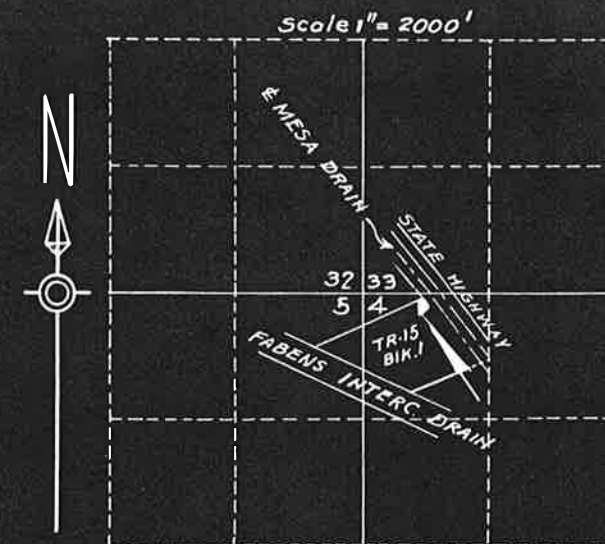
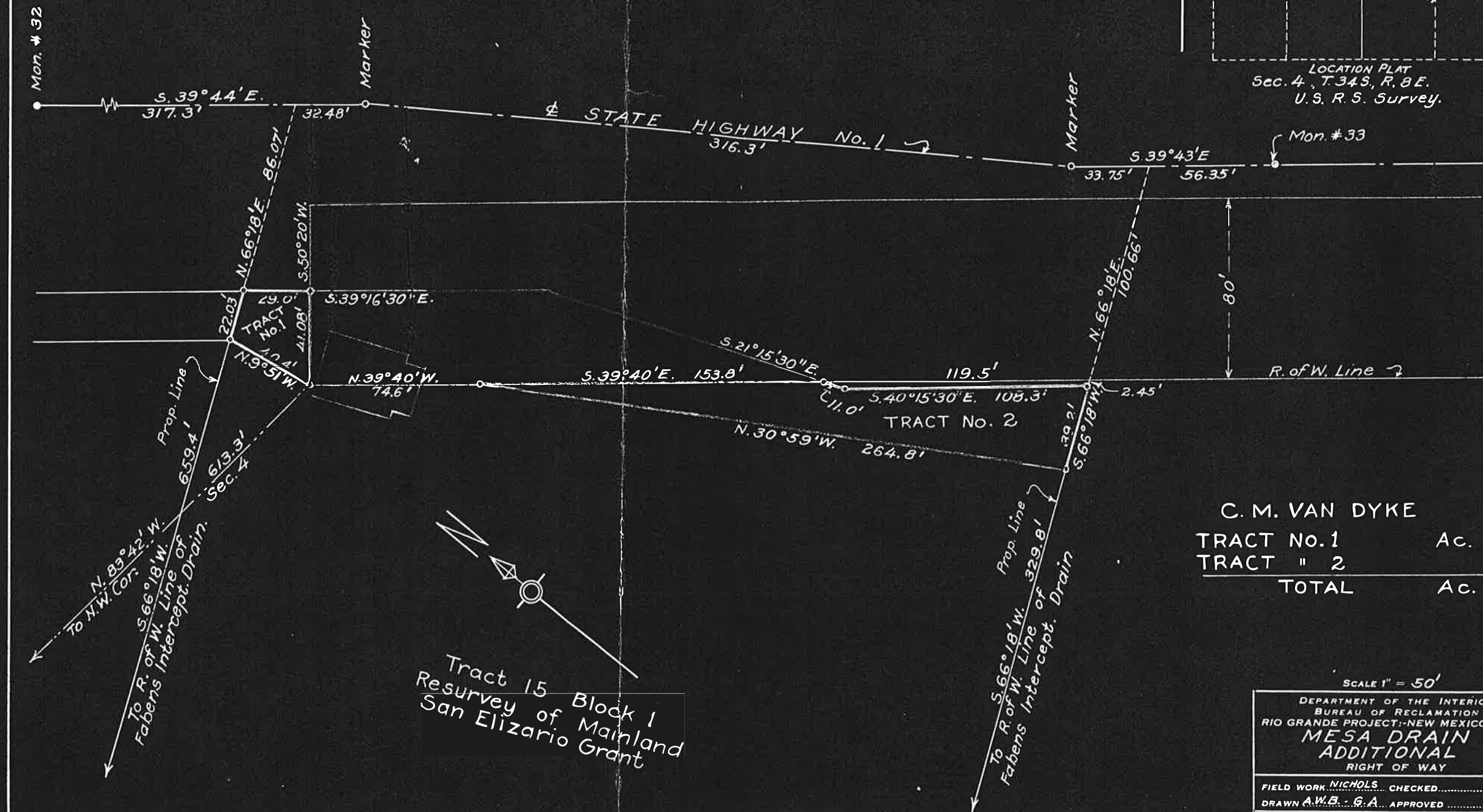
C. M. VAN DYKE
 TRACT No. 1 = 0.024 Ac.
 TRACT " 2 = 0.117 "
 TOTAL = 0.141 Ac.

Scale 1" = 50'

DEPARTMENT OF THE INTERIOR
 BUREAU OF RECLAMATION
 RIO GRANDE PROJECT-NEW MEXICO-TEXAS
MESA DRAIN
 ADDITIONAL
 RIGHT OF WAY

FIELD WORK NICHOLS CHECKED C. V. H.
 DRAWN A. W. B. - G. A. APPROVED _____

3511-L-48 EL PASO, TEX. 3-17-31



LOCATION PLAT
Sec. 4, T. 34 S., R. 8 E.
U. S. R. S. Survey.

C. M. VAN DYKE
TRACT No. 1 Ac.
TRACT " 2
TOTAL Ac.

Scale 1" = 50'

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
RIO GRANDE PROJECT--NEW MEXICO--TEXAS
MESA DRAIN
ADDITIONAL
RIGHT OF WAY

FIELD WORK NICHOLS CHECKED.....
DRAWN A.W.B. - G.A. APPROVED.....

3511-L-4B EL PASO, TEX. 3-17-31