

280 PADILLA, ABEL V., et. ux., Apolonia H. WARRANTY DEED NORTHSIDE LATERAL (151)

6023-0080-6013-60

14-(13) Texas

280

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

That we, Abel V. Padilla, joined by my wife, Apolonia H. Padilla,

of the County of El Paso, State of Texas, in consideration of the sum of - - - - -
- - - - - One hundred twenty-five & no/100 (\$125.00) - - - - - DOLLARS,

to us in hand paid by The United States of America, pursuant to the Act of
June 17, 1902 (32 Stat., 388) and acts amendatory thereof and supplemental
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 - - - - - and - - - - - of - - - - -, 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 in the West half of the Southeast quarter (W $\frac{1}{2}$
SE $\frac{1}{4}$) Section Nineteen (19), Township Thirty-two (32) South, Range Seven (7)
East, United States Reclamation Service survey and in Socorro Grant, and
more particularly described as follows: Beginning at a point on the east
boundary of the San Elizario Road, which is the northwest corner of land
of Grantor herein, from which point the southeast corner of said Section
19 bears South 51°08' East, two thousand eight hundred ninety and six tenths
(2890.6) feet; thence along the property line between land of Grantor
herein and John L. Dyer North 70°54' East, fifty-seven (57.0) feet; thence
South 27°26' East, eight hundred seven and eight tenths (807.8) feet to
the property line between land of Grantor herein and J. A. Granger; thence
along said property line, South 3°08' East, one hundred thirty-seven and
one tenth (137.1) feet to a point on the east boundary of the San Elizario
road, from which point the southeast corner of said Section 19 bears
South 61°41' East, two thousand sixty-four and one tenth (2064.1) feet;
thence along the east boundary of said San Elizario Road, North 27°26'
West, nine hundred forty-one (941.0) feet to the point of beginning; said
tract of land containing one and thirteen hundredths (1.13) acres, more
or less.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and ap-
purtenances thereto in anywise belonging, unto the said

The United States of America, and its

heirs and assigns forever; and we do hereby bind our heirs, executors and adminis-
trators, to Warrant and forever Defend, all and singular, the said premises unto the said

The United States of America, and its

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

WITNESS our hand & at El Paso, Texas, this fifteenth day of
April, A. D. 1919

Witnesses at Request of Grantor

Abel V Padilla
Apolonia H Padilla

Correct as to Engineering Data S. W. H.

THE STATE OF TEXAS, }

COUNTY OF EL PASO.

Notary Public

BEFORE ME, Adolf Hoffman, a

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

Abel V Padilla

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 15th day of April A. D. 1919

Adolf Hoffman, Notary Public, El Paso County, Texas.

THE STATE OF TEXAS, }

COUNTY OF EL PASO.

Public

BEFORE ME, Adolf Hoffman, a Notary

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

Apolonia H Padilla wife of Abel V Padilla

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

Apolonia H Padilla 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 15th day of April A. D. 1919

Adolf Hoffman Notary Public El Paso County, Texas.

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 15 day of April, A. D. 1919 with its certificate of authentication, was filed for record in my office this 23 day of April A. D. 1919, at 8:20 o'clock M. and duly recorded the 26 day of April A. D. 1919, at 8:19 o'clock A M. in the records of said County, in Volume 331 on pages 539.

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.

By Deputy.

TO

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for record 1919

at o'clock M.

Clerk, County Court, El Paso County, Tex.

By Deputy.

ELLIS BROS. PRINTING CO., EL PASO

Warranty deed dated March 27, 1918, running from Julian Telles, Eulalio Telles and Inocenta Telles, his wife, Pablo Telles and Juliana Telles, his wife, and Nazaria Telles, wife or widow of Abram Telles, in their individual capacities and as the heirs of Santos Telles (Book 319, p. 269).

(Description of the land:)

Field notes of an unnumbered tract of land in the Socorro Grant, El Paso County, Texas, abounded on the east by an old Acequia between this tract and Survey Nos. 152, 153, and 154 and on the north by Juan B. Olguin tract now John L. Dyer tract and on the west by the Socorro and San Elizario road, according to the survey made by John W. Carter for Abel V. Padilla:

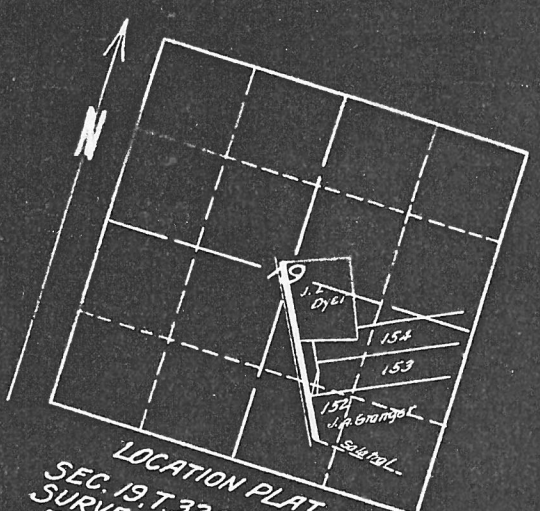
Beginning at the point where the south line of the Juan B. Holguin tract intersects the east line of the Socorro San Elizario road, said point being marked by a concrete post; thence south $27^{\circ}23'$ E along the east line of said road 941 feet to the intersection of the west bank of the old acequia; thence up the west bank of said old acequia along the following courses: N. $3^{\circ}08'$ W. 139.4 feet, N. $6^{\circ}34'$ W. 289.8 feet, N. $30^{\circ}18'$ W. 205.7 feet, N. $15^{\circ}22'$ W. 166 feet, N. $29^{\circ}48'$ W. 149.7 feet to the south line of said Juan B. Olguin tract 180.3 feet to the east line of said Socorro San Elizario road to the place of beginning; containing 2.79 acres.

Aureliano Telles 17 yrs. son of Abram Telles
Nazaria Morales de Telles wife of Aureliano
Juis Carrasco 15 yrs son of Macario
Carrasco - who is husband of
Michael Telles de Carrasco deceased

DR G Q ELLSWORTH
 N 67° 24' E 50.57'
 STA 57+72

SAN ELIZARIO
 ROAD
 11347

JOHN L. DYER
 1.32 A.



LOCATION PLAT
 SEC. 19 T. 32 S. R. 7 E. U.S.R.S.
 SURVEY AND SOCORRO GRANT
 EL PASO COUNTY, TEXAS.

N 70° 54' E 50.93'
 STA 69+07 1/2

ABEL PADILLA
 1.13 A.

S 27° 26' E 11378'
 9410'
 S 27° 26' E 8018'
 4990'

SURVEY 153

N 62° 16' E

J. A. GRANGER
 0.59 A.

Sta. 78+12 1/2

S 81° 19' E 62.38'
 STA 78+96.3
 S 69° 57' E 1719' to S.E.
 COR. SEC. 19.

Scale 1" = 300'

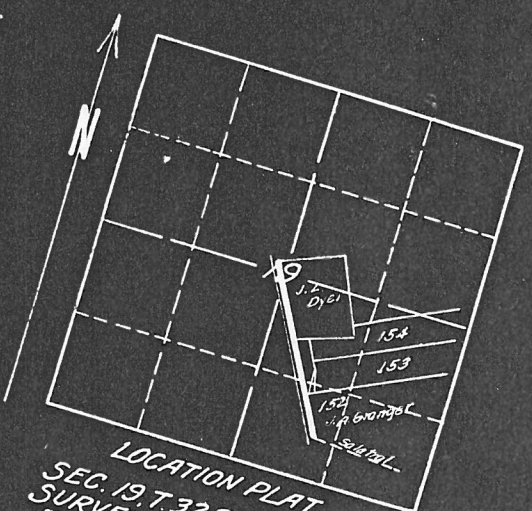
DEPARTMENT OF THE INTERIOR
 UNITED STATES RECLAMATION SERVICE
 RIO GRANDE PROJ. N.M.-TEX.
 EL PASO VALLEY
 NORTH SIDE LATERAL, RIGHT OF WAY
 DRAWN A.O.D. RECOMMENDED
 CHECKED APPROVED
 1566 L43 EL PASO, TEX. JAN 1918

DR. G. Q. ELLSWORTH
 N 67° 24' E 50.57'
 STA. 57+72

SAN ELIZARIO
 ROAD

JOHN L. DYER
 1.32 A.

S 27° 26' E 1137.8'
 734.7



LOCATION PLAT
 SEC. 19, T. 32 S. R. 7 E. U.S.R.S.
 SURVEY AND SOCORRO GRANT
 EL PASO COUNTY, TEXAS.

N 70° 54' E 50.93'
 STA. 69+07.5

ABEL PADILLA
 102 A.

S 27° 26' E 822.0'
 941.0'

SURVEY 153

N 62° 16' E

J. A. GRANGER
 SURVEY 152
 0.59 A.

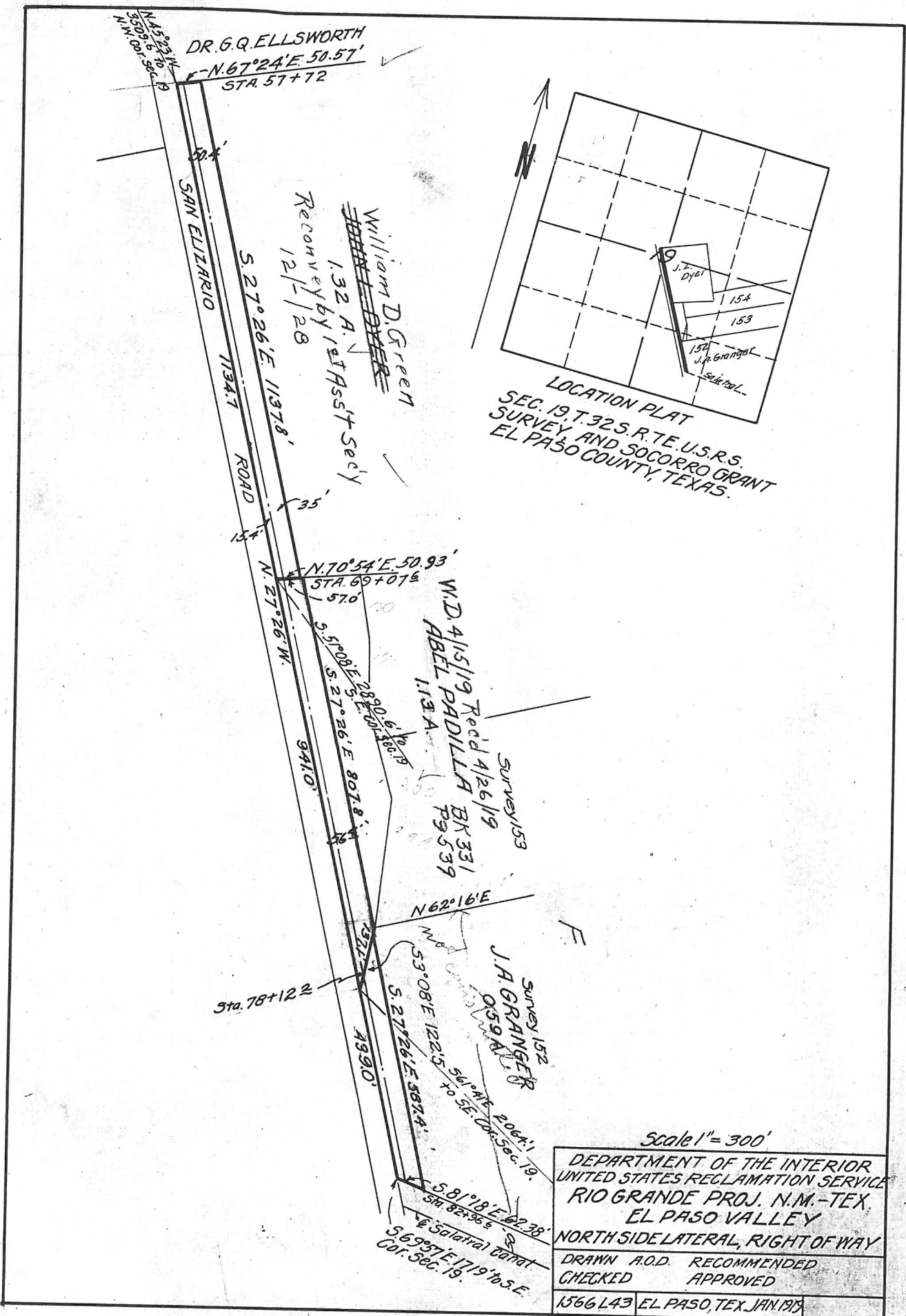
Sta. 78+12.2

S 53° 08' E 122.5'
 S 27° 26' E 587.4'
 433.0'

S 58° 18' E 62.38'
 STA. 82+9.5
 S 69° 57' E 171.9' to S.E. Cor. Sec. 19.

Scale 1" = 300'

DEPARTMENT OF THE INTERIOR
 UNITED STATES RECLAMATION SERVICE
 RIO GRANDE PROJ. N.M.-TEX.
 EL PASO VALLEY
 NORTH SIDE LATERAL, RIGHT OF WAY
 DRAWN A.O.D. RECOMMENDED
 CHECKED APPROVED
 1566 L43 EL PASO, TEX. JAN. 1915



El Paso Panel 9

DR. WILLSWORTH
 N 107° 24' E 50.57'
 STA 57+72

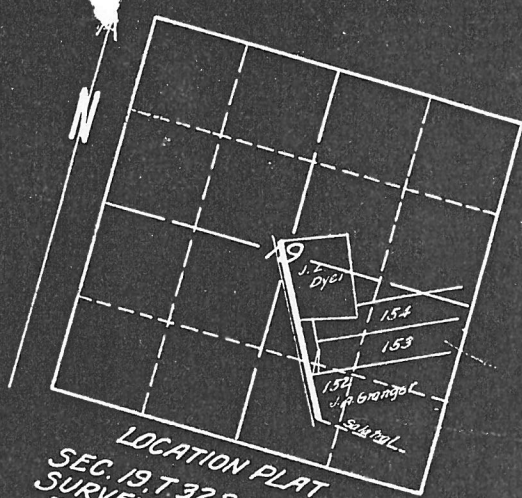
524'

SAN ELIZARIO

5 27° 26' E 1137.8'

1134.7 ROAD

JOHN L. DYER
 1.32 A.



LOCATION PLAT
 SEC. 19, T. 32 S. R. 7 E. U.S.R.S.
 SURVEY AND SOCORRO GRANT
 EL PASO COUNTY, TEXAS.

35'

N 70° 34' E 50.93'
 STA 69+07.5

5 51° 08' E 2830.5'

5 27° 26' E 807.8'

9410'

ABEL PADILLA
 1.13 A.

SURVEY 153

N 62° 16' E

J.A. GRANGER
 0.59 A.

340 78+12.2

5 27° 26' E 122.1'

4330'

5 81° 18' E 62.38'
 STA 82+7.5
 5 69° 37' E 1719.75 E.
 Cor. Sec. 19

Scale 1" = 300'

DEPARTMENT OF THE INTERIOR
 UNITED STATES RECLAMATION SERVICE
 RIO GRANDE PROJ. N.M.-TEX.
 EL PASO VALLEY
 NORTHSIDE LATERAL, RIGHT OF WAY
 DRAWN A.O.D. RECOMMENDED
 CHECKED APPROVED
 1566 L43 EL PASO TEX JAN 1919

CERTIFICATE.

This is to certify as follows:

That the statement as to taxes appearing in title guaranty dated June 3, 1920, for land acquired under contract with Abel V. Padilla dated February 26, 1919, relates to the land, a part of which has been thus acquired, the land having heretofore been assessed in the name of the Santos Telles estate, or sometimes in the name of the heirs of the Santos Telles estate; that as evidenced by attached certificate of County Tax Collector and statement by the same official, the taxes upon land acquired by the United States up to and including the year 1918, have been paid; that as to the years 1919 and 1920, warranty deed conveying the land to the United States was executed under date of April 15, 1919 and duly recorded April 26, 1919, or prior to the date when taxes for the two years last mentioned were assessed; and that as to taxes for these years, decision by the Secretary of the Interior dated April 25, 1910 (D-11479) which is a letter to the Director of the Reclamation Service, holds that as to the United States, which is a party exempt from taxation by State authority - "If property is acquired while the proceedings are in fieri by one exempt from taxation, the taxing proceeding is arrested and a tax though subsequently levied is not a lien effectual against the title." That joinder of wife in deed was not necessary, as land was separate property of husband.
June 12, 1920.

P W DENT
District Counsel.

Enclosures for this land purchase are as follows:

Original contract February 26, 1919.

Warranty deed dated April 15, 1919, with one copy and 2 blue-prints.

Copies letters Chief Counsel to District Counsel dated April 11, 1918 and June 26, 1918.

Title guaranty

2 Tax Certificated

Possessory Certificate

Affidavit of landowner as to possession.

Extra copy of above certificate.

(Reference is made to letter of March 26, 1920, from Director to Chief of Construction in regard to land purchase with J. W. Johnson, Rio Grande project.)

POSSESSORY CERTIFICATE

Rio Grande Project,
El Paso, Texas, June 12 1920.

I, Geo. W. Hoadley, Field Assistant, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from Abel V. Padilla, in the West half, Southeast quarter, Section 19, Township 32 South, Range 7 East, U.S.R.S. Survey, containing 1.13 acres, more or less, El Paso County, State of Texas, for the Rio Grande project, and that the said proposed vendor was in actual, sole, and exclusive possession of the land, claiming to be the owner thereof and no person claiming a right in such land adverse to the vendor is in possession of any part of it.

Geo. W. Hoadley

Field Assistant.

Fees \$ 1.00 the

EL PASO, TEXAS, June 3, 1920

RECEIVED for record the following Instrument:

No. 77577 W/H from S. G. Cambalencia Adm.
to Oliver J. Padilla

W. D. GREET,
Clerk of the County Court, El Paso County, Texas

By [Signature]
Deputy.

RETURN THIS RECEIPT
Oblig To or S. Nicola matson
Notice. Amusement

C O P Y.

R. D. Richey
Tax Collector,
El Paso, Texas.

This is to certify that all State and County taxes on 2.78 acres in the Socorro Grant, El Paso County, Texas, assessed under the name of Santos Telles sometimes assessed as 2 acres and sometimes as 1 Lot have been paid up to and including 1917.

Witness my hand this 2d day of June 1920.

R.D.RICHEY
El Paso Co., Tax Coll'r.

By C. H. Armstrong (SEAL)
Deputy.

CFE-f

El Paso, Texas,
May 11, 1920.

County Clerk for El Paso County,
El Paso, Texas.

Dear Sir:

Transmitted herewith for official record
is administrator's deed dated April 17, 1920,
running from F. G. Candelaria, administrator,
to the United States.

Very truly yours,

F W DENT

District Counsel.

CFH-1

El Paso, Texas,
May 11, 1920.

Mr. Adolph Hoffman,
Attorney at Law,
813 Myrtle Ave.,
El Paso, Texas.

Dear Sir:

We are today communicating with the Pioneer Abstract and Guarantee Title Co., sending them administrators deed and other papers with a view to issuance of title certificate. We have explained to the Pioneer people that the United States stands ready to make full settlement with adjoining owners on the north and south for any rights which they can show to exist to our satisfaction. The Government right of way is bounded on the west by the old San Elizario Road and we believe that this showing should be ample to satisfy the title company upon any question of possible boundary conflicts.

We have stated that we are writing you asking you to call at the office of the Pioneer Company, in order that you may go over with them any matters which they wish to take up in regard to the probate proceedings and order for sale of the property to Padilla.

We think it advisable that you call at their office within the next few days if possible and see that they are fully satisfied as to all matters leading up to a title certificate.

Mr. Harvey has purchased a U. S. documentary revenue stamp for 50¢ and same has been affixed to the administrators deed, in order that it may be recorded. This is a personal item and you will, therefore, kindly reimburse him at your convenience.

Very truly yours,

P W DENT

District Counsel.

CFH-f

El Paso, Texas, May 11, 1920.

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

Gentlemen:

Yesterday Mr. Dinsmore returned the papers relating to the Abel V. Padilla purchase. As this title was not in condition to support a certificate, we have secured through Mr. Adolph Hoffman, attorney at law, who has been acting for Padilla, an administrator's deed granting the land, of which the Government right of way is a portion, to Padilla, this land having been part of the Santos Telles estate, the latter party being the original grantee from the Socorro Grant. There is also inclosed the deed from Padilla and wife to the United States, together with the blueprint showing the tract of land and the joining owners.

From an informal examination of the probate records, we find that the steps leading up to the administrator's deed are regular and that legal title now vests in the United States for 1.13 acres of the land described in the administrator's deed.

You had formerly raised some question as to possessory rights of adjoining owners. The land to the south which is Survey 152 appears to be held in the name of J. A. Granger. The Reclamation Service has gone into possession on this Granger property but we have been unable to locate the party and for this reason have not made settlement with him. We shall make settlement either by securing a donation deed or, if insisted upon, by paying what the property is reasonably worth, and will settle with Mr. Granger upon a basis of such acreage as he can show to belong to him, although we should probably not require a grant of right of way overlapping the Padilla description.

The old established San Elizario road bounds the Government right of way on the west.

B. L. Dyer owns the land to the north and the Reclamation Service stands ready to settle with him as soon as the matter can be concluded as to terms. Mr. Dyer does not, however, claim any land which would overlap the Padilla description on the north. If there should by any possibility be a slight difference of opinion as to this matter, we would settle in a manner similar to that mentioned with regard to the Granger property on the south.

There is a fence on the south line of Survey 153, which is Padilla's south line, and a fence along Padilla's north line between himself and the Dyer property. Both of these fences are old and give ample evidence of establishing agreed boundary lines.

From the above we feel satisfied that there could be little or no question of a material nature as to possessory rights affecting the right of way now occupied by the north side lateral which is held by the United States. All the matters above set forth have been gained by personal inspection of the premises and very accurate and painstaking surveys made by members of the Reclamation Service, and we have Mr. Padilla's affidavit to the effect that he has been in undisputed possession for ten years or more.

We are today writing Mr. Hoffman stating that the papers are returned to you for further consideration and issuance of title guaranty if you now think the Government can assert adequate title and possession. We are also asking Mr. Hoffman to call at your office without delay and go into any matters which you may find necessary with regard to probate of the Santos Telles estate and order for sale and conveyance by the administrator, above referred to.

We trust that title guaranty may issue at an early date.

Very truly yours,

P W DENT

District Counsel.

Encl.
Blueprint,
Deed to United States,
Administrator's deed,
Application for Title Guaranty,
Letter of transmittal to County Clerk.

CFH-1

El Paso, Texas.
April 28, 1920.

Mr. Adolf Hoffman,
Attorney at Law,
813 Myrtle Ave.,
El Paso, Texas.

Dear Mr. Hoffman:

The Candelaria deed running to Padilla was returned by the County Clerk for U. S. Internal Revenue stamp. This will require a 50¢ stamp, which it is customary for the Grantor to furnish. We will hold the deed in this office pending the receipt of this stamp.

Very truly yours,

P W DENT

District Counsel.

El Paso, Texas, August 11, 1919.

Mr. Adolf Hoffman, Attorney at Law,
3123 Manzana Street,
El Paso, Texas.

Dear Sir:

The Pioneer people advise us that the following matters will have to receive attention before title certificate can issue:

Secure an affidavit from reputable disinterested parties as to heirs of Santos Telles. This is required by reason of the fact that certain parties deeded the land to Abel Padilla, and they also made an affidavit to the effect that they are the heirs of said Santos Telles, but did make adequate showing that they are all the parties who could claim as heirs. We suggest an affidavit from some disinterested party, supported by at least one corroborating affidavit, to the effect that Julian Telles, Pablo Telles, Juliana Telles, Eulalio Telles, Inocenta Telles, and Nazaria Telles, who are the parties who joined in the deed dated March 27, 1918, running to Padilla, with any other parties who may be lawful heirs also being named, ^{are all of Santos Telles' heirs.} If other persons besides those named above come to light, they should execute a quitclaim deed to the United States, or their outstanding interests be otherwise accounted for.

Secure affidavit as to marital status of Julian Telles and Nazaria Telles on March 27, 1918. As noted above, this is the date of the conveyance running to Padilla. The reason that this affidavit is required, is that Julian Telles' wife is not named as a grantor, and that Nazaria Telles is described as the "wife or widow of Abram Telles." You will appreciate the necessity of this showing, and also that it will be necessary, very likely, to secure the outstanding interests of a deceased wife and a deceased husband, respectively, of these two parties, which outstanding interests are likely in children of these parties. If this is the case, affidavits should be produced showing who are the children, and all of them, that might assert claims to the land.

Secure affidavit as to occupancy of land by Santos Telles, showing when he went into possession and the character of the occupancy, and also how long the land has been under fence and how long cultivated. This is required largely because there is no corporation deed running to this party.

A showing should also be made, preferably by affidavit, as to character of the land holding at time of execution of the deed dated March 27, 1918; that is, whether it was used as a

homestead.

An inquiry has also been made by the title company as to who has paid, and how long, the taxes. Mr. Gillet suggested a quitclaim deed from surrounding landowners, with reference to this inquiry. The legal department of the company are evidently going into the question of ownership, as evidenced by the county assessment rolls, as possibly affecting property boundary lines, and Gillet thought that if there was any question here the matter could be cured by releases running from the adjoining owners.

The showing made by the required affidavits may be of such a nature that little further work will be required, but whatever showing is thus made, the important thing is, of course, to secure what outstanding interests are brought to light by this information. We leave the matter in your hands with this advice, and trust you will be able to put the title in such shape that a title certificate may issue.

Thanking you for your attention, we remain,

Very truly yours,

C HARVEY

Assistant District Counsel.

El Paso, Texas, July 21, 1919.

From : District Counsel P.W. Dent
To: Director and Chief Engineer, Washington, D.C.
Subject: Contract dated February 26th executed
by Abel V. Padilla for right of way--
Rio Grande Project.

1. Receipt is acknowledged of copy of letter of July 9th from Assistant to the Director to Project Manager, El Paso. Request is made that as contract has not been returned to your office, we again give our attention to the matter.

2. The contract was recorded and this land purchase is now held up for perfecting the title in line with the general routine in all such matters. The original contract will be held in this office until title is perfected and settlement made with the land owner, when the original contract will be returned to your office as one of the supporting papers for the land purchase.

c/o to Project Manager

P. W. Dent

Copy to A. L. Janner.

CH

El Paso, Texas, July 15, 1919.

Pioneer Abstract and Guarantee Title Company.

El Paso, Texas.

Gentlemen:

Inclosed herewith is application for title guaranty and plat relating to land which Abel V. Padilla and wife have deeded to the United States.

Abel V. Padilla obtained his title by deed running from the heirs of Santos Telles, which deed was made about a year and a half ago. We have not obtained the date and place of recording of this deed. It is understood that Padilla has been in actual possession of the land for more than ten years, and affidavit of possession, duly corroborated, can be furnished in this case following the form submitted in another letter relating to the Eligio Borrego purchase.

This is the transaction referred to by Mr. Adolf Hoffman, who, we understand, called at your office.

Very truly yours,

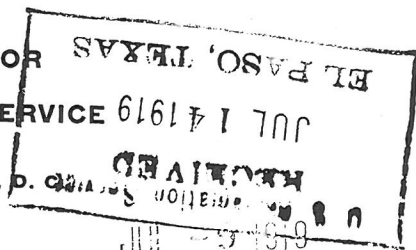
C F HARVEY

Assistant District Counsel.

incls.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

WASHINGTON, D. C.



From Assistant to the Director

To Project Manager, El Paso, Texas.

Subject: Contract dated February 26 executed by Abel V. Padilla for right of way -- Rio Grande project.

1. This office on April 18, 1919, transmitted to you for recording and return a contract for the purchase of a right of way executed Feb. 26, 1919, by Abel V. Padilla.

2. As the contract has not been returned to this office, your attention is again invited to this matter.

Morris Bien
M.S.

Copy to C. of C.

CH

El Paso, Texas, April 22, 1919.

Stewart Title Guaranty Company,
Two Republics Building,
El Paso, Texas.

Gentlemen:

We have secured execution of warranty deed running from Abel V. Padilla and wife to the United States, and are to-day sending this deed for record.

Mr. Hoffman, the attorney for this party, states that he was in your office and explained to you that, while no abstract of title was available, you were willing to guarantee the transfer in view of possessory and other rights with which you were familiar.

Very truly yours,

P W DENT CPH

District Counsel.

El Paso, Texas, April 22, 1919.

County Clerk for El Paso County, .

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record are contract between Abel V. Padilla and the United States, dated February 26, 1919, and warranty deed running from Abel V. Padilla and wife to the United States, dated April 15, 1919.

Very truly yours,

P W DENT CFH

District Counsel.

incls.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

WASHINGTON, D. C.

From Assistant to the Director

To Project Manager, El Paso, Texas.

Subject: Contract for purchase of right of way executed by Abel V. Padilla
Feb. 26, 1919. -- Rio Grande project.

1. Reference is made to the form letter of this office dated April 4, 1919, relative to the above subject.
2. The contract for the purchase of right of way from Abel V. Padilla was inadvertently omitted from the letter and it is enclosed herewith to be recorded and returned in the usual manner.

Morris Dyer

Enc.

Copy to C. of C.
D. C., El Paso, Tex.

El Paso, Texas, April 18, 1919.

Mr. Adolf Hoffman,
3123 Manzana Street,
El Paso, Texas.

Dear Sir:

Upon examining the Padilla deed we note that it has no internal revenue stamp affixed. This is necessary for conveyances running to the United States as well as to other parties, and deed is returned for this purpose.

Regretting that we did not notice this in time to have it attended to before you left our office, we are,

Very truly yours,

P W DEWE CHH

District Counsel.

incl.

AFFIDAVIT AS TO POSSESSION.

State of Texas, County of El Paso: ss.

I, Abel V. Padilla, do solemnly swear that to my personal knowledge the land described in the contract dated February 26, 1919, made between myself and the United States of America, which land is located in SE $\frac{1}{4}$ sec. 19, T. 32 S., R. 7 E., U.S.R.S. survey, and contains some 1.13 acres, El Paso County, Texas, has been and is now held in actual, exclusive, and continuous possession of myself and my predecessors in title for a period of 10 years immediately preceding the including the date of said contract, and that no person has during any of this period held adverse possession of said described land.

ABEL V. PADILLA

Subscribed and sworn to before me at El Paso, Texas,
this 15th day of April, A. D. 1919.

ADOLF HOFFMAN

(SEAL)

Notary Public in and for El Paso
County, Texas.

My commission expires
June 1st 1919.

CH

El Paso, Texas, April 16, 1919.

Mr. Abel V. Padilla,
Care City Water Works, Mesa Avenue,
El Paso, Texas.

Dear Sir:

Please do not neglect to answer our letter of the 9th instant, sending for execution the warranty deed and affidavit of possession. We are writing this in order that settlement may be made as promptly as possible.

Also, if you have abstract of title, kindly loan that for use of the Stewart Title Guarantee Company, Two Republics Building, as they wish this aid in getting out the title guaranty. The abstract can be delivered to them direct or to this office, and will be returned to you promptly.

Very truly yours,

P W DENT CFH

District Counsel.

*Adolf Hoffman
called at office 4/18
and stated that there
was no abstract available,
but that in view of possession
and other rights the Stewart
Co. was willing to guarantee
that he had stated the
facts to Mrs. Vogel and she
so informed him.*

*also wrote
Stewart people
4/16-19*

CH

El Paso, Texas, April 14, 1919.

From Project Manager

To Chief of Construction, Denver.

Subject: Forwarding contract for approval. Contract of February 26, 1919, with Abel V. Padilla for purchase of land required as right of way, North Side Lateral - Rio Grande project.

1. Reference is had to letter of April 12 from Acting Chief of Construction, and letter of April 5 from Assistant to the Director.

2. You are advised that the cost of the bridge to be constructed on the Abel V. Padilla property will be approximately \$250.

L M LAWSON

Copy to District Counsel,
El Paso.

CH

El Paso, Texas, April 14, 1919.

From District Counsel

To Director and Chief Engineer, Washington.

Subject: Contract with Abel V. Padilla dated February 26,
1919 - Rio Grande project.

1. Our files show approval on form letter by Assistant to the Director under date of April 4, 1919. To date the contract itself has not been returned, in order that it may be recorded. The Project office assure us that, although they received their copy of form letter with approval, they never received the original contract. Kindly forward the contract itself for recording.

P W DENT

C F HARVEY Cl erk

April 12, 1919.

Acting Chief of Construction,
Project Manager, El Paso, Texas.

Forwarding contract for approval - Contract of February 26, 1919, with Abel V. Padilla for purchase of land required as right of way, North Side Lateral - Rio Grande Project.

1. Reference is made to letter of April 5, 1919, from the Assistant to the Director to the Project Manager at El Paso, a copy of which was received in this office. Paragraph 2 of said letter is as follows:

"I observe that the contract calls for the construction of a bridge over a lateral at the expense of the United States. You should have given cost of bridge and certified that this added to the cost would be a reasonable consideration. Hereafter please follow the procedure embodied in par. 61, p. 219 of the Manual".

2. Paragraph 61, page 219, Vol. 1 of the Manual follows:

"Performance by United States.- Where it is necessary for the Government to perform work as a part of the consideration, an estimate of the cost of such work should accompany the contract. *****"

3. As Article XI of the contract of February 26, 1919, with Abel V. Padilla provides for the construction by the United States of a bridge in addition to payment of \$125.00 to be made by the United States to Padilla, please furnish in duplicate an estimate of the cost of such bridge as required by the regulation in Volume 1 of the Manual quoted above. If the estimated cost of the bridge plus the monetary consideration of \$125.00 exceeds \$500.00, the appraisal report required by paragraph 3, page 251, Volume 1 of the Manual should also be transmitted to this office in duplicate.

CC - D.O., El Paso, Texas. ✓

OHAS. P. WILLIAMS.

CH

El Paso, Texas, April 9, 1919.

Mr. Abel V. Padilla,
Care City Water Works, Mesa Avenue,
El Paso, Texas.

Dear Sir:

We have received approval of your contract to sell right of way for use of the Reclamation Service north side lateral, and are to-day ordering title guaranty for the purchase, as agreed by you. It is necessary that you execute the warranty deed inclosed and that it be placed on record before the title guaranty can issue. Kindly return the deed to this office, signed by yourself and your wife, without delay.

There is also inclosed an affidavit as to possession of the land, which please swear to and return with the deed. You will note that we have left blank the space stating the number of years that you have been in possession. Please make this for at least ten years, if such is the fact.

The warranty deed will require a 50-cent internal revenue stamp, which it is customary for the grantor to supply and which please do not overlook.

Trusting that you will give all these matters your careful attention, we are,

Very truly yours,

P. W. DENT CPH

District Counsel.

2 incls.

CH

El Paso, Texas, April 9, 1919.

Stewart Title Guaranty Company,

El Paso, Texas.

Gentlemen:

Please supply title guaranty for 1.13 acres of land owned by Abel V. Padilla and lying in sec. 19, T. 32 S., R. 7 E., as shown on attached blueprint. Warranty deed is to-day being sent grantor and will be recorded as soon as executed.

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.

U. S. DEPARTMENT OF THE INTERIOR
RECLAMATION SERVICE
APR 9 1919
EL PASO, TEXAS

Padilla

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

WASHINGTON, D. C.

APR -5 1919

From Assistant to the Director

To Project Manager, El Paso.

Subject: Forwarding contract for approval.

1. Reference is made to your letter of Mar. 18, 1919, forwarding for approval contract for purchase of right of way from Abel V. Padilla.

2. I observe that the contract calls for the construction of a bridge over a lateral at the expense of the United States. You should have given cost of bridge and certified that this added to the cost would be a reasonable consideration. Hereafter please follow the procedure embodied in par. 61, p. 219 of the Manual.

Morris Rien

Copy to C of C

CERTIFICATE

I HEREBY CERTIFY That the land described in the agreement dated February 26, 1919 with Abel V. Padilla is required for purposes authorized by the Act of June 17, 1902 (32 Stat., 388), namely, as right of way for the North Side Lateral, a part of the Rio Grande project; that the consideration to be paid thereunder, \$125.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L. H. Lawson

Project Manager.

El Paso, Texas,

March 10, 1919.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, MAR 18 1919

Project Manager to the Director and Chief Engineer (through Chief of Construction).

Subject: Forwarding contract for approval.

Agreement dated February 26, 1919, Rio Grande Project

Executed on behalf of U. S. by L. M. Lawson, Project Manager,

With Abel V. Padilla

Estimated amount involved, \$ 125.00 Authority No. 50-2
or clearing acct.

Accompanied by bond and two copies.
(Strike out if no bond transmitted.)

Purpose:
(See instructions on back.)

Purchase of right of way for North Side lateral

Inclosures listed on reverse. (See Par. 5.)

Advise Chief of Construction, Denver, Colo., and Project Manager
at El Paso, Texas and District Counsel

at El Paso, Texas of the approval of the above

Encls: Orig. & 3 copies contract
Orig. & 1 copy Cert. of Recommendation L. M. Lawson
Orig. & 1 copy Report on Land
Agreement - 2 blueprints

Project Manager.

Denver, Colo., March 20, 1919

It is recommended that the above-described contract be approved.

Inclosures:
Orig. & 3 copies of Form Letter
" " " " contract
" cert. of necessity
" report on land agreement
1 Blue print

Chas. P. Williams,
acting Chief of Construction.

Washington, D. C., APR 4 - 1919

Contract (and bond, if any,) was approved by MORRIS BIEN,
Assistant to the Director.
on APR 4 - 1919

MAR 24 '19 94005

THIS AGREEMENT, made the 26th day of February nineteen hundred and nineteen, between Abel V. Padilla and his wife, of El Paso

County, Texas, for himself and his heirs, legal representatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by

E. M. LAWSON, Project Manager

United States Reclamation Service, thereunto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1902 (32 Stat., 388),

WITNESSETH:

1. The vendor in consideration of the benefits to be hereafter derived from the construction of irrigation works through, upon, or in the vicinity of the lands hereinafter described, of the promises and covenants of the United States herein contained, and of the payment to the vendor by the United States of the sum of one (\$1.00) dollar, the receipt whereof is hereby acknowledged, does hereby agree, upon the terms and conditions hereinafter stipulated, to sell and by good and sufficient deed to convey to the United States of America the following-described real estate and property situated in

the county of El Paso State of Texas, to wit:

A tract of land in the West half (1/2) of the Southeast quarter (1/4) of Section Nineteen (19), Township Thirty-two (32) South, Range Seven (7) East, United States Reclamation Service survey and in Socorro Grant, being more particularly described as follows: Beginning at a point on the west boundary of the San Eliscario Road which is the northwest corner of land of the Grantor herein, from which point the southeast corner of said Section Nineteen (19), bears South 52° 28' East, two thousand eight hundred ninety and six tenths (2890.6) feet; thence along the property line between land of Grantor herein and John A. Spyer North 78° 52' East, fifty-seven (57.0) feet; thence South 77° 26' East, eight hundred seven and eight tenths (807.8) feet to the property line between land of Grantor herein and J. A. Granger; thence along said property line, South 3° 38' East, one hundred thirty-seven and one tenth (137.1) feet to a point on the east boundary of the San Eliscario Road, from which point the southeast corner of said Section Nineteen (19) bears South 61° 21' East, two thousand sixty-four and one tenth (2064.1) feet; thence along the east boundary of said San Eliscario Road, North 27° 26' West, nine hundred forty-one and (941.0) feet to point of beginning; said tract of land containing one and thirteen hundredths (1.13) acres, more or less.

Correct as to Engineering Data S. W. A.

The vendor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or to procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the United States, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid.

It is understood and agreed that there will be constructed by and at the expense of the United States a three ton farm bridge, of the standard design adopted and now being used on the Rio Grande project, said bridge to be constructed at Station 69+00, of the North Side Lateral, Rio Grande project, and work thereupon shall be commenced and completed within a reasonable time after excavation of said bridge at the point mentioned. It is further understood and agreed that the Vendor and his heirs and assigns will maintain said structure in good condition at all times and that the United States shall not be liable for any damage occurring from lack of proper maintenance of said structure.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the day and year first above written.

Witnesses :

ABEL V. PADILLA

.....
of.....

.....
of.....

.....
of.....

Vendor.

L. M. LAWSON

For and on behalf of the United States.

.....
of.....

STATE OF **TEXAS**
COUNTY OF **ELPASO** } ss :

I, **GEO. W. HOADLEY**, a **notary public**

in and for said county, in the State aforesaid, do hereby certify that **Abel V. Padilla**

who **is** personally known to me to be the person whose name **is** subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that

he

signed, sealed, and delivered said instrument of writing as **his** free and voluntary act, for the uses and purposes therein set forth.

~~I further certify that I did examine the said.....~~

~~separate and apart from..... husband....., and explained to..... the contents of the foregoing instrument, and upon that examination..... declared that..... did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and do not wish to retract the same.~~

Given under my hand and official seal, this **26th** day of **February**, 191**9**.

[SEAL.]

GEO. W. HOADLEY
Notary Public.

My commission expires **June 1st, 1919.**

Approved, 191.....

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made 2/36/19.

191, with

Abel V. Padilla . c/o City Water Works.

for the purchase of land required for North Side Lateral Project,
purposes, for the purchase of land required for North Side Lateral Project,
County,

1. State description and approximate area of land to be conveyed.
2. 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 have been issued.

Socorro Grant.

3. State names of the owners, post-office addresses, and county and State of residence. Give names of wives and husbands; if unmarried, widow, or widower, so state.

Abel V. Padilla, C/O Office City Water Works, Mesa Ave.

Apolana H. Padilla (Wife)

4. 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 the lease, and the date when the tenant is to give up possession.

Owner in possession.

5. Also state whether land is subject to right of way by virtue of contract with water users' association or other agreement.

Yes.

6. State how much of the land is under cultivation, to what kinds 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 of the land, such as buildings; also the amounts and values of the several classes of land.

Cultivated Wheat

7. 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.

Right in the Socorro Ditch.

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

\$ 125.00 to 150.00 the Acre.

9. 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.

Injures the balance of the tract by cutting of same from Main County Road.

The above is a correct statement of the information procured.

Dated 2/26/19.

191

(Signature) _____

(Title) Instrumentman. In Charge of Negotiations.

Approved:

Project Manager.

INSTRUCTIONS.

The proper procedure in making purchases of lands under the Reclamation Act, in pursuance of the various rulings made by the Department of the Interior and the Department of Justice, is substantially as stated below, though, in some cases, deviations may be necessary in certain details. These instructions do not relate to withdrawn public lands to which there is a claim by reason of a settlement or entry made prior to withdrawal; in such cases the agreements for purchases of improvements should be entered into on Form 7-523. See Manual, 1913 edition, pages 233-237.

1. As soon as possible after it has been ascertained that the property will be required, the Project Manager should forward to the Director of the Reclamation Service the following papers:

(a) Form 7-276 or 7-277, contract of sale, or memorandum of terms of proposed purchase, together with two copies of the same, one for the Returns Office and the other for the Director. When the land is donated, use Form 7-277.

(b) Affidavit of disinterestedness.

(c) This Form (7-281), report on land agreement.

(d) Certificate that the land is necessary for the purposes authorized by the Reclamation Act and that the consideration agreed upon is reasonable, together with his recommendation that the agreement be approved. This certificate should also contain other valuable information relative to the transaction not given in Form 7-281.

(e) If the tract is described by metes and bounds, this report should be accompanied by a small sketch, with the boundary lines platted, showing all courses and distances and all references to public-land corners. (See Manual, Title, *Lands, Acquisition of*, pars. 11 and 23, pp. 227 and 231.)

2. When the agreement has been approved, the original will be returned to the Project Manager, who will immediately notify the vendor thereof and call upon him, if pursuant to said agreement, to furnish an abstract of title, which shall later be extended to include any instruments subsequently recorded in connection therewith and also the record of the conveyance made in pursuance of said agreement, also to procure and have recorded, where proper for record, all assurances of title and affidavits which may be necessary and proper to show clear, unincumbered title in him. This will fix the date from which time may be counted in favor of the United States for extension of the option as provided in the agreement, in case it be found necessary to do so. If the abstract contains a large number of entries it should be indexed, and if the title to a canal system is involved the abstract should be accompanied by maps showing said system and the lands affected thereby. The abstract, certificates, maps, contract, possessory certificate, and form of deed which it is proposed to execute, referred to in next paragraph, should be submitted to the local district counsel. For form of possessory certificate see also par. 20, of the Title, *Lands, Acquisition of*, in the Manual.

3. The ordinary form of warranty deed, or its equivalent, in general use will be acceptable to the Department, only one material change being required, viz, the insertion of the italicized words in the clause to the following effect usually found in such deeds: "For and in consideration of * * * dollars to him in hand paid in pursuance of the provisions of the act of June 17, 1902 (32 Stat., 388), by the said party of the second part," etc. The grantee or second party must be the United States, and the words "heirs, executors, administrators, successors," etc., when referring to the second party, should be stricken out, and the sentence should read "the party of the second part and its assigns." One copy of the proposed form of deed should be retained by the Project Manager, to be executed by the vendor after the title has been found acceptable. A quitclaim deed will be acceptable in case title in fee is not vested in the vendor.

4. When forwarding the title papers to the local district counsel the engineer should request that, if apparently in satisfactory form and sufficient, they be forwarded to the district counsel in charge of titles, with his opinion thereon, otherwise that they be returned, pointing out the defects and indicating how they may be remedied.

5. The district counsel in charge of titles will render an opinion upon the title, and thereupon all the papers will be returned to the local district counsel for action in pursuance of the findings of the opinion. After the title has been found satisfactory, the deed should be executed and recorded and the abstract extended to cover record of same, and also to cover payment of taxes, etc., found to be liens against the estate. Payment may then be made to the grantor, provided no further defects are revealed by the extension of the abstract. The voucher covering payment should be accompanied by the contract, abstract of title, deed, and official copy of opinion. In case the title is found to be imperfect, the papers will be returned for the necessary corrections, and the abstract should then be brought up to date and again submitted through the local district counsel as above for reexamination.

6. In the case of a desert-land entry, when the approval has been given of the purchase of the possessory rights of an entryman, the certificate of the recorder of land titles in the county where the land is situated should be obtained, showing that he has searched the records of his office, and stating whether any instrument of conveyance, assignment, or mortgage of the right obtained by the entry referred to there appears.

7. In the case of land covered by a homestead or desert-land entry where an entire legal subdivision is involved a relinquishment to the United States is sufficient, and a certificate should be obtained from the register and receiver of the local land office showing that the entry was valid and subsisting at the time of the relinquishment, and that it had been relinquished and canceled on the records of the land office. This

certificate should accompany the voucher in lieu of the deed or relinquishment, which will be retained in the local land office. Where less than a legal subdivision is to be acquired, which can not be described in the ordinary way (by quarters and halves), the method outlined under (b) and (c), paragraph 38, page 236 of the Manual should be followed.

8. In the public-land States improvements by entrymen are generally regarded as personal property, subject to taxation, and before paying for land to be acquired by relinquishment the certificate of the officer having charge of the tax records in the county should be obtained showing the condition of the property in respect to levy and payment of taxes for the years since the entry.

9. This Form (7-281) may be used as far as it is applicable in making a report of negotiations not concluded, all necessary additional information being given under heading No. 9, when for any reason it is advisable that the matter be further considered by the Project Manager before final agreement. In this case it should be noted conspicuously on the first page and in the brief on back that it is a report of pending negotiations.

10. An agreement of sale may be made with any person owning the land in his own right, or with a trustee under a power in a deed, or with a person holding a power of attorney from the owner authorizing him to do so, or with an executor under a power in a will. A certified copy of the evidence of authority must accompany the papers.

11. The husband and wife must join in the agreement except where the local laws or the conditions under which the property is held do not require it. It is better, however, to obtain in every case the signatures of both husband and wife. The agreement must state whether the vendor is married or single, widow or widower.

12. An administrator or an executor without a power to sell in the will has no authority to make a contract for the sale or conveyance of land or of a right of way thereon. In case of the death of the owner without a will, the real estate descends to the heirs; if he dies leaving a will, the real estate goes to the devisees, subject in both cases to the payment of debts of the decedent. The heirs or devisees must all join in the agreement.

13. Neither the guardian of a minor nor the guardian of an insane person has a right to contract to sell or convey the real estate of his ward without special authority from the proper court.

14. Before negotiations for the purchase of any tract are begun, it is important to learn whether the land has been offered for sale, and at what time and price; also what price the present owner paid for the land.

15. Special conditions and limitations may be added, when necessary, to the printed forms of contracts in reference to possession of premises, growing of crops, etc., pending final conveyance, but these conditions should be avoided as far as possible, and the time limit of the contract should be fixed with reference to these matters. Ample time should be given in the contract for the preparation of an abstract of title and for consideration of the same by the officials at Washington, D. C. In this connection, see also Manual, par. 12, page 227.

16. For a general discussion of this subject see pages 96 to 100 of Water-Supply Paper No. 93.

7-281	REPORT ON LAND AGREEMENT.	For ----- purposes.	----- project.	Sec. -----, T -----, R -----, M -----.	Belonging to -----	County of -----	State of -----	Submitted by -----	Date ----- 191-----	6-4803
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51-9-12
51-9-51

CANAL North Side Lateral COUNTY El Paso Co.

1. Mailing address of each party Abel Padilla

o El Paso Water Works Office City

Personal status of each party (married, single, widow, or widower):

Married (Apolona H Padilla) Wife
Not a homestead

2. List of improvements (state, as by itemized bill, how total consideration was fixed):

Cultivated Land \$125.00 Flat

3. Interest held by each party joined in contract, other than owner or wife of owner, as "Joint ownership", "Lessee", or "Lienor", and if lienor, state such facts as may be gathered from owner as to date, amount, and quality of encumbrance:

4. Survey number of tract (if not embodied in land description):

This is part of a 2.79 Acres tract deed to a Padilla 3/28/18
Julian Telles & other heirs of Santos Telles, T31 319 P. 269.

If no survey number is available, state item in tax records:

Item (under whose name assessed and line number in assessment book):

_____ ; Acreage _____ ;

Assessed at _____ ; other available information: _____

5. Grantor agrees that Service may order ^{Guarantee} ~~abstract~~ of title and make deduction therefor. Not to cost more than \$10.00.

Grantor will order abstract of title.

Grantor states that taxes are paid to date.

Grantor will pay taxes now unpaid.

Grantor wishes Service to pay taxes and make deduction therefor, and will furnish this office with bill of unpaid taxes at once.

Grantor states that land is now encumbered (as per item No. 3) and will at once take steps to remove the encumbrance.

Grantor states that land is now encumbered (as per item No. 3) and wishes Service to pay off encumbrance and make proper deduction therefor. (In case this is to be done grantor will have to consult personally with the lienor).

6. Cost of structures to be built by Service.

2570 0540

11.00
cash

DEED WITHOUT WARRANTY

066328

STATE OF TEXAS 0
COUNTY OF EL PASO 0

KNOW ALL MEN BY THESE PRESENTS:

THAT the UNITED STATES OF AMERICA acting by and through the Administrator of General Services (hereinafter sometimes called "Grantor"), under and pursuant to authority of the Federal Property and Administrative Services Act of 1949 (69 Stat. 377, 40 U.S.C. 471, et seq.), as amended, and rules, orders, and regulations issued pursuant thereto, for and in consideration of the sum of SIX THOUSAND FIVE AND NO/100 DOLLARS (\$6,005.00) duly paid by WILLARD D. MEEK, 10113 Cork Drive, El Paso, Texas 79925-5438, the receipt of which is hereby acknowledged, does by these presents bargain, sell, grant and convey, without warranty, express or implied, unto the said WILLARD D. MEEK (hereinafter sometimes called "Grantee"), his heirs and assigns, subject to the reservations, exceptions, covenants and conditions hereinafter set forth, the following described property situated in the County of El Paso, State of Texas, to wit:

A tract of land lying and situated in the West half of the Southeast quarter (W $\frac{1}{2}$ of SE $\frac{1}{4}$), Section Nineteen (Sect. 19), Township thirty-two South (T32S), Range Seven East (R7E), and the parcel is further described in Block 26, Tract 6, Socorro Grant, El Paso County, Texas, which is a United States Reclamation Service survey and projection of New Mexico Township and Range:

Beginning at a point on the east boundary of the Socorro-San Elizerio Road, which is the Northwest corner of the property herein described, from which point the Southeast corner of section nineteen (19) bears South 51°08'00" East a distance of two thousand eight hundred ninety and six tenths feet (2881.05 m) to the point of beginning for this description.

816.21

2570 0541

Thence, along the east right-of-line of the Socorro-San Elizario road, South 27°26'00" East a distance of eight hundred sixteen and two tenths feet (248.78 m) to a point of corner:

Thence, North 62°24'00" East a distance of fifty-six and forty two hundredths feet (17.27 m) to a point for corner:

Thence North 27°24'00" West a distance of eight hundred seven and eight tenths feet (246.27 m) to a point for corner: 807.80

Thence South 70°54'00" West a distance of fifty seven feet (17.373 m) to the point of beginning of this description, and containing 1.05 acres (.4249 ha), more or less. 56.99

SAVE AND EXCEPT and there is hereby reserved unto the United States of America, and its assigns, all oil, gas and other minerals in, on, and under, and that may be produced from the above described property at any depth together with the right of ingress and egress at all times for purpose of exploring, operating and developing, mining, producing or drilling for any of said reserved oil, gas, and other minerals and removing the same therefrom.

This deed and conveyance is expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the property:

- a. Existing easements for public roads and highways, rights of way for railroads, pipelines, drainage ditches and public utilities, if any, whether or not shown of record.
- b. Taxes due and payable; and any tax, special assessment, charge or lien imposed for water or sewer service, or for any other special taxing district.
- c. Laws, ordinances, or regulations, including building or zoning ordinances, which were of no effect while title remained in the United States.

2570 0542

d. Defect of survey or other matters which would not be apparent from the records and would only be disclosed by a survey and/or physical inspection of the property.

Grantee covenants for himself, his heirs and assigns and every successor in interest to the property herein described or any part thereof that he shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the United States of America shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the following covenants in any court of competent jurisdiction; provided, however, the United States shall have no affirmative duty to any successor in title to this conveyance to enforce any of the following covenants herein agreed:

a. Except as herein expressly conveyed, this conveyance is made and accepted on the basis that Grantee shall have no right of use, license, easement, servitude, or usufruct for any purpose, by necessity or otherwise, express or implied, on, over or under any of the property of the United States. By acceptance of this conveyance Grantee covenants for himself, his heirs, successors, and assigns that no such right or interest will ever be asserted by reason of this conveyance to Grantee.

b. That any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance

2570 0543

with Title 14, Code of Federal Regulations, Part 77, entitled 'Objects Affecting Navigable Airspace,' or under the authority of the Federal Aviation Act of 1958, as amended.

Said property transferred hereby has been reported to the Administrator of General Services and has been determined to be surplus for disposal pursuant to said Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, orders and regulations.

TO HAVE AND TO HOLD the foregoing property, together with all and singular the rights, privileges, and appurtenances thereto in anywise belonging unto said Grantee, his heirs and assigns forever, subject to the reservations, exceptions, covenants and conditions herein contained.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed this 11th day of May 1999.

UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

By Arlene D. Schley
ARLENE D. SCHLEY
Acting Regional Administrator
Region 7
General Services Administration
Fort Worth, Texas

WITNESSES:

[Signature]
[Signature]

THE STATE OF TEXAS 0
COUNTY OF TARRANT 0

2570 0544

BEFORE ME, a Notary Public in and for the State of Texas, on this day personally appeared ARLENE D. SCHLEY, known to me to be the person whose name is subscribed to the foregoing Deed Without Warranty, and known to me to be the Acting Regional Administrator, Region 7, General Services Administration, Fort Worth, Texas, and acknowledged to me that the same was the act and deed of the United States of America and of the Administrator of General Services and that she executed the same as the voluntary act of the United States of America and of the Administrator of General Services for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at Fort Worth,



this 21st day of May 1993.

Terry L. Kuehn
Notary Public, State of Texas

TERRY L. KUEHN
Notary Public State of Texas
My Commission Expires March 5, 1996

2570 0545

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FILED FOR RECORD

BY: M.J. FERRE

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COUNTY CLERK

EL PASO COUNTY, TEXAS

Willard D. Meek

NOT A PUBLIC RECORD
UNLESS FOR THE PURPOSES OF A PUBLIC RECORD
OR RECORDS MAINTAINED FOR THE PURPOSES OF GOVERNMENT
STATE OF TEXAS
I hereby certify that this instrument was filed on the date and hour
shown on this record in accordance with the provisions and laws
of the State of Texas and that it is a true and correct copy of the
original instrument as filed in my office.



MAY 27 1993

By: *W. Meek*

RETURN TO:
NAME: *WILLARD D. MECK*
ADDRESS: *10113 CORP DR*
CITY: *EL PASO, TEXAS*
ZIP CODE: *79925*

GAMA'S D.S. Corp.

1790 LEE TREVINO DR.
SUITE 518
EL PASO, TEXAS 79936
(915) 633-6424 Off. / Fax
gamasdscorp@att.net
gamasds@yahoo.com

Fax Transmittal Form

To:	From: GAMA MENDEZ
Name: Oscar J. Ornelas	Date Sent: 8-05-2009
CC:	
Phone: (915) 859-4186	Number of Pages
Fax: (915) 851-0816 fax	(Including cover): 7

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Message: Mr. Ornelas, I'm sending you the Deed or information that Mr. Palacios have sending me, If you feel to have any questions please do not hesitate to call me.

Respectfully
GAMA MENDEZ JR.