

780

BECKETT, MRS. ROSE A.

WARRANTY DEED

183

RIVERSIDE CANAL

0023-0080-0039-00

1928-1929  
RIO GRANDE

14-(39) Texas

ABSTRACT OF AGREEMENT  
ADVERTISING—AWARD—FORM

No. **116r-246**  
(Contract)  
Date **8/7**, 19 **28**

**Department of the Interior**  
(Department or establishment)

**Bureau of Reclamation**  
(Bureau or office)

**El Paso, Texas**  
(Location)

ABSTRACT OF AGREEMENT

**Rose A. Beckett**

(Name of contractor)

Total amount, \$ **42.00**

By **Self**

Subject **Purchase of 1.2 acres of land**

Title **Contractor**

Contract period

Address **336 Monterey St., Salinas, Calif.**

Appropriation **Rio Grande Project F.Y. 1928**

Contracting officer **L.R. Flock, Acting Sup't.**

Items **to be made by Special Fiscal Agent L.S. Kemlicott**

Quantity

Unit price(s)

Deliveries

Conditions

Payments

Deductions

Special requirements

Damages, actual

Damages, liquidated

Other

Remarks

METHOD OF OR ABSENCE OF ADVERTISING

(Section 3709 of the Revised Statutes)

1. After advertising in newspapers.
2. After advertising by circular letters sent to \_\_\_\_\_ dealers and by notices posted in public places.
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 \_\_\_\_\_
5. Without advertising, it being impracticable to secure competition because of \* \_\_\_\_\_

\* See NOTE 1 on reverse hereof.

DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

6-1291

ybbloaeq:

**Rio Grande**

IRRIGATION PROJECT

REPORT ON LAND COVERED BY PURCHASE CONTRACT

IN RE CONTRACT, dated **August 7th, 1928**; made by **Rose A. Beckett**  
involving purchase of **1.2** acres of land, for \$ **42.00**  
purpose **Riverside Canal**

1. The land described in the above-named contract is necessary for the purpose stated, and the consideration is reasonable. Land of a similar character in the vicinity has sold recently for \$ **50.00** per acre.

2. The land was entered under the law.

Final certificate is dated \_\_\_\_\_ Patent is dated \_\_\_\_\_

3. The land is subject to no right-of-way grant to the Government under stock-subscription contract, water-right-application contract, or otherwise, except as follows:

interest: **No**  
expenses: \_\_\_\_\_

4. The general character and quality of the land are as follows: \_\_\_\_\_

**Playa land in Bosque**

5. \_\_\_\_\_ acres of the land are being irrigated and \_\_\_\_\_ additional acres are susceptible of irrigation under water right described as follows:

**Survey rights in the San Elizario Canal**

6. The following are estimates of the areas of each class of crops on the land and of the values of such crops and of the important improvements:

**See No. 4.**

DEPARTMENT OF THE INTERIOR

## BUREAU OF RECLAMATION

RECEIVED

# RECORD OF EXECUTION OF CONTRACT

IN RE CONTRACT, and bond, if any, relating to above-named project, dated **AUG. 7, 1928**

**purpose: Purchase of 1.2 acres of land for Riverside Canal**

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

(c) соҳа то анбешурунуфт' ои бунёдот ин ҷабҳе аз ҳисоби қарздорона ба Ҷамъияти "Ал-Иқомат" дар шаҳри Лас-Вегас, штати Невада, кишвари ИМА.

3. COPIES OF COPIES OF COMPLEYOL' AND COMPLEYOL' IN K.—Copies of the compleyol' and compleyol' in K. are distributed by

Original and 3 copies of this form.

COMMISSIONER, and (p) copy for DEBARGE OFFICE' Place El Paso, Texas Date NOV 17 1928  
(g) ~~2. On this date the above-described contract with bond if any, (was given) legally for~~

District Counsel

Original and 4 copies of contract.

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

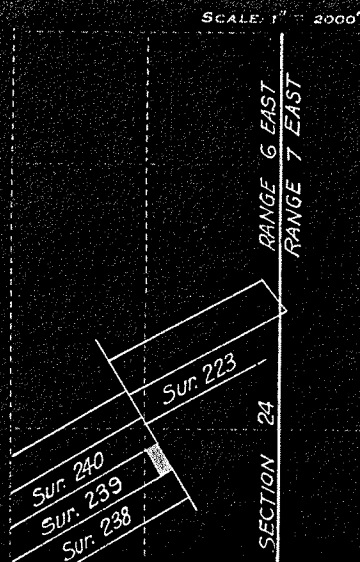
\_\_\_\_\_ Denver, Colorado Date \_\_\_\_\_

contracts in cases of secondary investigations upon the approval and number are to be inserted by the District office. Where it is not number are to be inserted by the office in which the contract is executed, except as to contracts made by district contract and

Original and \_\_\_\_\_ copies of this form shall be submitted to the Commission with the execution of each formal contract originating in the field.

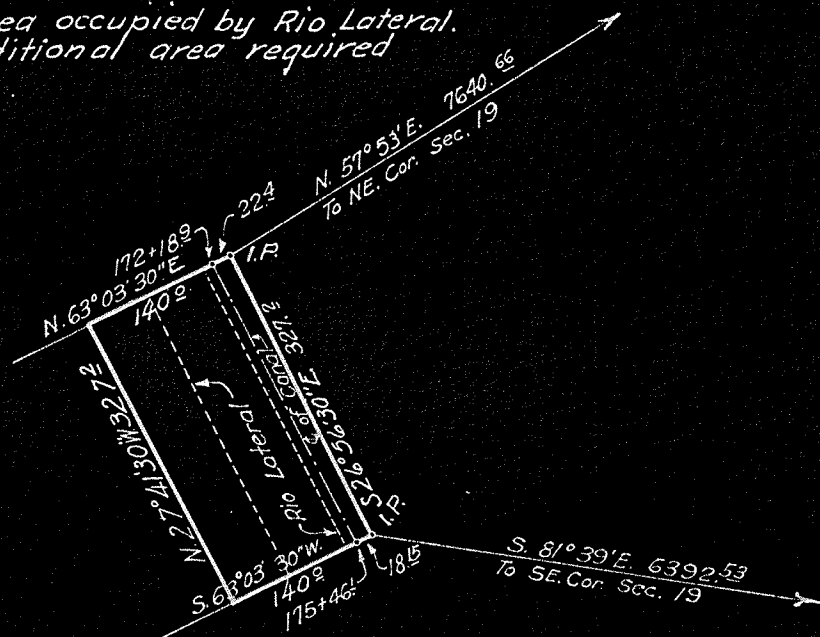
5. On this date the above-described contract was executed, and bond, if any,

approved by \_\_\_\_\_



LOCATION PLAT  
S. 24 .. T. 32 S .. R. 6 E ..

1.20 ac. Total Area.  
.51 ac. Area occupied by Rio Lateral.  
.69 ac. Additional area required



Sur 239 Socorro 120 ac  
Mrs. Rose A. Beckett.

SCALE: 1" = 200'

DEPARTMENT OF THE INTERIOR,  
UNITED STATES RECLAMATION SERVICE,  
RIO GRANDE PROJECT- NEW MEXICO- TEXAS  
RIVERSIDE CANAL and  
RIO INTERCEPTING DRAIN  
RIGHT OF WAY

FIELD WORK: E.H.N. CHECKED: C.W.L.  
DRAWN: \$ APPROVED:

3216-L-122 EL PASO, TEX.

7/18/29

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.

**STATE OF CALIFORNIA  
COUNTY OF MONTEREY,**

On this 7th day of August in the year one thousand nine hundred and twenty-eight before me, Lena B. Eddy, a Notary Public in and for the county of Monterey, State of California, residing therein, duly commissioned and sworn, personally appeared Mrs. Rose A. Beckett known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the County of Monterey, the day and year in this certificate first above written.

(Signed) Lena B. Eddy,

My commission expires April 28, 1929.

(SEAL)

County of Monterey.

Vendor.

P. O. Address Salinas, California

Mrs. M. H. Carr

Vendor.

P. O. Address Salinas, California.

P. O. Address 336 Monterey Street

Salinas, California.

Approved:

(Date) August 7, 1928

CERTIFICATE OF ACKNOWLEDGMENT

DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

RIO GRANDE

IRRIGATION PROJECT New Mexico-Texas

LAND PURCHASE CONTRACT

THIS CONTRACT, made this **seventh** day of **August**, 192**8**, 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, ~~represented by the contracting officer executing this contract,~~ ~~Superintendent, Bureau of Reclamation,~~ ~~thereunto duly authorized, and subject to the approval of the proper supervisory authority,~~ and **Mrs. Rose A. Beckett (widow)** and **Salinas**, his wife, hereinafter styled Vendor, of **Salinas**, County of **Monterey**, State of **California**

WITNESSETH: That for and in consideration of the mutual agreements herein contained, the parties hereto do covenant and agree as follows:

3. The Vendor shall sell and by good and sufficient **general warranty** (General warranty, covenant against grantor, or quitclaim) deed, convey to the United States, free of lien or encumbrance, the following-described real estate which is

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

State of **Texas**, to wit:

A tract of land lying and situate in El Paso County, Texas, approximately 2 1/2 miles southwest of the Catholic Church in the town of Socorro, Texas, and in the southeast quarter (SE 1/4) Section Twenty-four (24), Township thirty-two (32) South, Range Six (6) East, Bureau of Reclamation Survey, being also within survey two hundred thirty-nine (239) of the Socorro Grant and more particularly described as follows:

Beginning at a point the northeast (NE) corner of said survey two hundred thirty-nine (239) and the southeast corner of survey two hundred forty (240), of the Socorro Grant, and from which point the northeast corner Section 19, Township 32 South, Range 7 East bears N57°55'E, 7640.66 feet; thence south twenty-six degrees, fifty-six minutes, thirty seconds east (S26°56'30"E) along the easterly line of said survey 239 three hundred twenty-seven and two-tenths (327.2) feet to the southeast corner of survey two hundred thirty-nine (239) and the northeast corner of survey 238, a point from which the southeast corner Section 19, Township 32 South, Range 7 East, bears S81°39'E, 6392.53 feet; thence S63°03'30"W along the line between surveys 239 and 238, 158.15 feet; thence N27°41'30"W, 327.2 feet to a point on the line between surveys 239 and 240; thence along said line between surveys 239 and 240, N63°03'30"E, 162.4 feet to point of beginning, all as shown on Bureau of Reclamation Survey plat attached hereto and made a part hereof, said tract of land containing **1.2** acres more or less.

Correct as to engineering data. GWH

August 16, 1928

El Paso, Texas

FOR FILE

County Clerk,  
El Paso County, Texas.

Dear Sir:

I am enclosing herewith for recordation Land  
purchase contract between Mrs. Rose A. Beckett, of Salinas,  
County of Monterey, State of California, and the United  
States of America. The cloth plat attached is for your  
records.

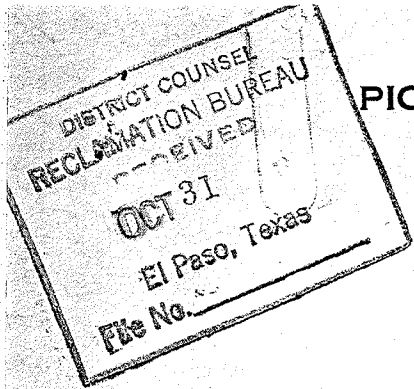
Please record this instrument and send bill  
to this office covering recordation charges.

Yours very truly,

V. G. Evans,

Chief Clerk.

Encl.:  
Land purchase contract.



PIONEER ABSTRACT & GUARANTEE TITLE CO.

EL PASO, TEXAS

TITLE DEPARTMENT

PRELIMINARY OPINION

October 31, 1928,

IN REPLY PLEASE REFER TO

NO. 5816

EXAMINER AGF.

TO Bureau of Reclamation,

El Paso, Texas. (Attention: Mr. H. J. S. Devries)

IN RE: Purchase from Rose A. Beckett

PROPERTY: 1.2 acres, more or less out of Survey #239, of the Socorro Grant, in El Paso County, Texas.

INSTRUMENTS EXAMINED: None.

RECORD TITLE IN: Rose A. Beckett, a feme sole,

SUBJECT TO:

TAXES: No investigation made as to the condition of taxes or water charges.

PAVING: None.

A Vendor's Lien was retained in a warranty deed dated October 22, 1919, filed for record and recorded in Book 334, page 538, Deed Records of El Paso County, Texas, from C. V. Nafe, to S. E. Beckett, to secure the payment of one note of even date therewith for the sum of \$540.00 due 2 years after its date, bearing interest at the rate of 8% per annum payable semi-annually, and containing the usual 10% attorney's fee and accelerating maturity clauses.

A Deed of Trust dated October 22, 1919, filed for record and recorded in Book 124, page 88, of the Deed of Trust Records of El Paso County, Texas, from S. E. Beckett and wife, Rose A. Beckett to Thomas M. Jones, Trustee for C. V. Nafe, to further secure the payment of the note above described.

Very truly yours,

For Manager,

:MF.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

OFFICE OF  
DISTRICT COUNSEL

El Paso, Texas, April 9, 1929.

Mrs. Rose A. Becket,  
336 Monterey Street,  
Salinas, California.

Dear Mr. Becket:

In regard to the land purchase transaction of the United States with you, we have been advised by the El Paso County Water Improvement District that there is due for unpaid water taxes the sum of \$6.05.

Before we can pay you for the land purchased from you by the government, these taxes must have been paid. If it is agreeable with you, we can pay the \$6.05 unpaid water taxes to the El Paso County Water Improvement District, and then pay you the difference after the \$6.05 has been deducted from the amount to be paid to you for the land.

If you will please write us a letter authorizing us to pay these taxes, we will send a check for the difference due to you for the land purchased from you, just as soon as we receive the letter of authorization.

Very truly yours,

  
H. J. S. Devries,  
District Counsel.

Dear Mr. Devries:-

Kindly deduct the above \$6.05 from amount due me. Would also like a receipt of same.  
an oblige  
Mrs. Rose A. Beckett.

El Paso, Texas, May 4, 1929.

From: District Counsel  
To: Superintendent, El Paso, Texas.  
Subject: Acquisition of land - Opinion of title to land described in contract dated August 7, 1928 with Rosa A. Beckett, area 5.2 acres; consideration \$42.00 for Riverside Canal - Rio Grande project.

1. Title to the land described in the above named contract now appears to be satisfactorily vested in fee simple in the United States free of liens and encumbrances as shown in certificate of guarantee of title No. 0/5616 of the Pioneer Abstract & Guarantee Title Company dated April 6, 1929.

2. Taxes under the Texas law become a lien January 1 of the year in which levy and assessment is made. All prior taxes have been paid and the taxing officials have not as yet completed levy and assessments for year 1929 and the latter may accordingly be disregarded.

3. There may accordingly be paid to the government's grantor Mrs. Rosa A. Beckett the sum of \$34.20, being the consideration named in the contract of \$42.00 less a deduction of \$6.03 paid by the United States out of the consideration at the grantor's request to remove a tax lien in favor of the El Paso County Water Improvement District No. 1 and \$1.75 paid by the United States for recording of releases of two liens against the property, making a total deduction of \$7.80 to be made from the \$42.00 purchase price and a balance of \$34.20 to be paid to the contractor. Original and two copies of deed, certificate of guarantee of title, and tax certificates, are transmitted herewith.

\*\*\*

H. J. S. Davies,

New Rec

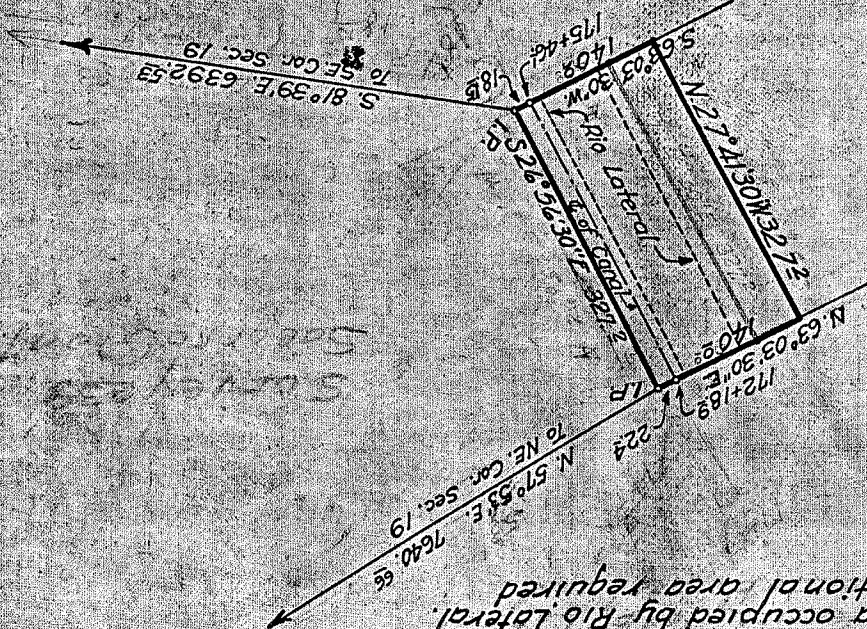
3216-L-122 EL PASO, TEX.  
7/19/28  
DRAWN BY: APPROVED:  
FIELD WORK: E.H.N. CHECKED: G.W.L.  
RIGHT OF WAY  
RIO INTERCEPTING DRAIN  
RIVERSIDE CANAL and  
RIO GRANDE PROJECT, NEW MEXICO, TEXAS  
UNITED STATES RECLAMATION SERVICE  
DEPARTMENT OF THE INTERIOR

SCALE: 1" = 200'

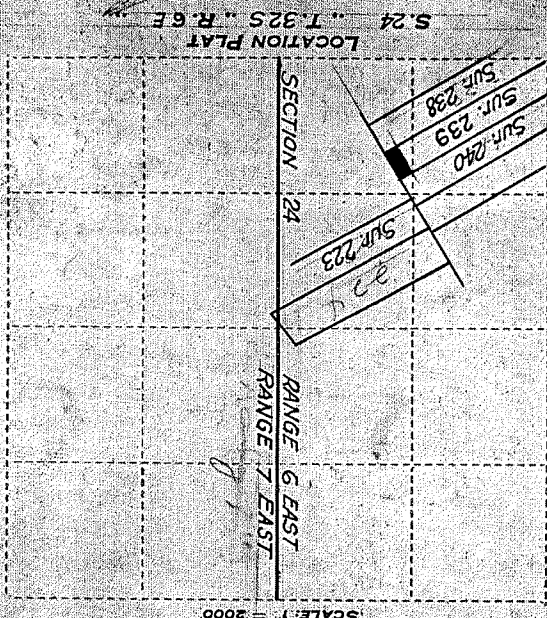
25  
9

W.D. 3/29/29  
Rec 4/10/29  
BK 498 Pg 391

SUR 239 Socorro 120 ac  
Mrs. Rose A. Beckett.



1.20 ac. Total Area.  
.51 ac. Area occupied by Rio Lateral.  
.69 ac. Additional area required



CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated August 7th, 1928, between The United States of America and Rose A. Beckett, 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 15<sup>th</sup> day of Nov., 1928.

Geo. W. Hoadley

Junior Engineer  
Bureau of Reclamation.

CERTIFICATE BY PROJECT SUPERINTENDENT

I hereby certify that the land described in attached land purchase contract dated August 7th, 1928, between The United States of America and Rose A. Beckett, is required for purposes authorized by the Act of June 17, 1902, (32 Stat., 388), namely, as right-of-way for the Riverside Canal and Intercepting Drain, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, \$42.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 14 day of Nov., 1928.

L. F. Flock

Acting Superintendent  
Bureau of Reclamation.

El Paso, Texas, June 28, 1928.

Mrs. R. Beckett,  
#336 Monterey Street,  
Salinas, Calif.

Dear Madam:

We find you to be the record owner of survey #239 Acorro Grant, El Paso County, Texas. Out of said survey #239, the United States will require for the enlarging of the present lateral and lower sixty nine hundredths (.69) of an acre more than they at present occupy as shown on the enclosed plat.

That part which is at present occupied by the United States, was granted to the United States by you under date of June 29th, 1923.

An appraisal has been made of the additional acreage we will require out of survey 239 and the adjoining numbers, and your land was valued at \$25.00 per acre.

If it is correct that you still have title to survey 239, we will upon receipt of your reply, forward the necessary papers for execution by you, based on the appraised value of \$25.00 per acre. The United States will bear the expense of the expense of the abstract or Guarantee of title certificate that will be required.

Very truly yours,

L. R. Flock,  
Acting Superintendent.

KNOW ALL MEN BY THESE PRESENTS:

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

Forty-two and No/100 (\$42.00) DOLLARS,

ha TO.....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 \_\_\_\_\_ all that certain

*follows, to-wit:* A tract of land lying and situate in El Paso County, Texas, approximately 2 1/2 miles southwest of the Catholic Church in the town of Socorro, Texas, and in the south-east quarter (SE 1/4), Section Twenty-four (24), Township thirty-two (32) South, Range Six (6) East, Bureau of Reclamation Survey, being also within survey two hundred thirty-nine (239) of the Socorro Grant and more particularly described as follows:

Beginning at a point the northeast (NE) corner of said survey two hundred thirty-nine (239) and the southeast corner of survey two hundred forty (240), of the Socorro Grant, and from which point the northeast corner Section 19, Township 32 South, Range 7 East bears N57°55'E, 7640.66 feet; thence south twenty-six degrees, fifty-six minutes, thirty seconds east (S26°56'30"E) along the easterly line of said survey 239 three hundred twenty-seven and two-tenths (327.2) feet to the southeast corner of survey two hundred thirty-nine (239) and the northeast corner of survey 240, a point from which the southeast corner Section 19, Township 32 South, Range 7 East, bears S61°39'E, 6392.53 feet; thence S63°03'30"W along the line between surveys 239 and 240, 169.15 feet; thence N27°41'20"W, 327.2 feet to a point on the line between surveys 239 and 240; thence along said line between surveys 239 and 240, N65°05'30"E, 162.4 feet to point of beginning, ~~IN EXHIBIT 13~~ all as shown on Bureau of Reclamation Survey plat attached hereto and made a part ~~hereto~~ of said contract of land containing 1.2 acres, more or less, of the Contract between Rose A. Beckett and the United States of America dated August 7, 1928, of Record in Book 490, at page 274, Deed Records of El Paso County, Texas, to which Contract and the Record thereof reference is here made and the same is to be construed in connection herewith, said tract of land containing 1.2 acres, more or less.

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

~~them~~ and assigns forever; and I do hereby bind ~~myself, my~~ 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 my hand at 4 p.m. this 29th day of March, A. D. 1929.

*Witnesses at Request of Grantor*

Rose A. Beckett