

780

DAVILA, A., et. ux., Francisca G.

WARRANTY DEED

RIVERSIDE CANAL

83

0093-00

82-00

16-(57) 1000

780

THE STATE OF TEXAS,

COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

THAT

A. Davila and Francisco C. Davila, his wife

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

(8259.75)

Eight hundred sixty-nine and 75/100

DOLLARS,

to them in hand paid by THE UNITED STATES OF AMERICA

the receipt of which is hereby acknowledged
ha VE Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said

THE UNITED STATES OF AMERICA

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: A tract of land lying and situate in El Paso County, Texas, and in southwest quarter Northwest quarter, Northwest quarter Southwest quarter (SW 1/4, NW 1/4, SW 1/4) Section thirty (30) Township thirty-two (32) Range seven (7) East Bureau of Reclamation Survey, being also within survey two hundred twenty-nine (229) Socorro Grant, and more particularly described as follows: Beginning at a point on the line between surveys two hundred twenty-nine (229) and two hundred thirty (230) Socorro Grant and from which point the Northeast corner survey two hundred twenty-nine (229) and the southeast corner survey two hundred thirty (230) Socorro Grant bears North sixty-three (63°) degrees two (02') minutes thirty (30") seconds East one hundred thirty-seven and seventeen hundredths (137.17) feet and the Southeast corner Section thirty (30) Township thirty-two (32) South Range seven (7) East bears South fifty-seven (57°) degrees forty-seven (47') minutes East five thousand seven hundred seventy-nine and thirty-five hundredths (5779.35) feet; thence South ten (10°) degrees forty-nine (49') minutes thirty (30") seconds East seven hundred one and forty hundredths (701.40) feet to a point on the line between surveys two hundred twenty-nine (229) and two hundred twenty-eight (228) Socorro Grant, and from which point the southeast corner of survey two hundred twenty-nine (229) and the northeast corner survey two hundred twenty-eight (228) bears North sixty-three (63°) degrees two (02') minutes thirty (30") seconds

East three hundred thirty-two and seven hundredths (332.07) feet and the southeast corner Section thirty (30) Township thirty-two (32) South Range seven (7) East bears South sixty-three (63°) degrees eighteen (18') minutes East five thousand three hundred twenty-five and sixty-three hundredths (5325.63) feet; thence South sixty-three (63°) degrees two (02') minutes thirty (30") seconds West along the line between surveys two hundred twenty-eight (228) and two hundred twenty-nine (229) Socorro Grant two hundred eighty-seven and forty-two hundredths (287.42) feet; thence North twenty-nine (29°) degrees forty-three (43') minutes thirty (30") seconds West six hundred seventy-four and six hundredths (674.61) feet to a point on the line between survey two hundred twenty-nine (229) and two hundred thirty (230) Socorro Grant; thence North sixty-three (63°) degrees two (02') minutes thirty (30") seconds East along said line between surveys two hundred twenty-nine (229) and two hundred thirty (230) five hundred fourteen and eighty-four hundredths (514.84) feet to the point of beginning, said tract of land containing six and nineteen hundredths (6.19) acres more or less, all as shown on the Bureau of Reclamation Survey plat attached hereto and made a part hereof. heirs and assigns, against every person who may lawfully claiming or to claim the same, or any part thereof.

WITNESS our hands at El Paso, Texas this 22nd day of January, A. D. 19

Witnesses at Request of Grantor

A. Davila
Francisca C. Davila

to mark

Geo. W. Hoadley

R. C. Davila

Correct as to Engr. Data 94170

El Paso, Texas, February 18, 1929.

Mr. A. Davila,
RFD #1, Box 50,
Yaleta, Texas.

Dear Mr. Davila:

We are sending herewith State
and County Tax Receipt for 1928 which was left in
this office in connection with purchase of land by
the government from you for right of way for River-
side Canal and Intercepting Drain.

Very truly yours,

J. A. Robertson,
Clark.

37

El Paso, Texas, January 15, 1929

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

Dear Sir:

There is transmitted herewith original land purchase contract between the United States and A. Davila and Francisca C. Davila, dated December 4th, 1928, which kindly record and return billing to the Bureau of Reclamation for appropriate recording fee.

Very truly yours,

H. R. Barryhill

Acting Chief Clerk.

Encl.

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 **December 4**, 19**20**, with

A. Davila and Francisca C. Davila, his wife

1. State purpose for which the land is required.

Riverside Canal

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

6.19 A. 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.

A. Davila, R.F.D. #1, Box 50, Yoleta, Texas

Francisca C. Davila (wife) Box 50, Yoleta, Texas, R.F.D.#1.

It

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

Owner in possession

6. State whether land is subject to right of way by virtue of contract with water users' association, irrigation district, or other agreement.

Yes.

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

Washington, D. C., Date

[illegible]

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

[illegible][illegible]

(e) copy for superintendent or engineer in charge of second place office, Texas, Date ()
(f) copy for superintendent or engineer in charge of second place office, Texas, Date ()
(g) copy for superintendent or engineer in charge of second place office, Texas, Date ()
(h) copy for superintendent or engineer in charge of second place office, Texas, Date ()
(i) copy for superintendent or engineer in charge of second place office, Texas, Date ()
(j) copy for superintendent or engineer in charge of second place office, Texas, Date ()
(k) copy for superintendent or engineer in charge of second place office, Texas, Date ()
(l) copy for superintendent or engineer in charge of second place office, Texas, Date ()
(m) copy for superintendent or engineer in charge of second place office, Texas, Date ()
(n) copy for superintendent or engineer in charge of second place office, Texas, Date ()
(o) copy for superintendent or engineer in charge of second place office, Texas, Date ()
(p) copy for superintendent or engineer in charge of second place office, Texas, Date ()
(q) copy for superintendent or engineer in charge of second place office, Texas, Date ()
(r) copy for superintendent or engineer in charge of second place office, Texas, Date ()
(s) copy for superintendent or engineer in charge of second place office, Texas, Date ()
(t) copy for superintendent or engineer in charge of second place office, Texas, Date ()
(u) copy for superintendent or engineer in charge of second place office, Texas, Date ()
(v) copy for superintendent or engineer in charge of second place office, Texas, Date ()
(w) copy for superintendent or engineer in charge of second place office, Texas, Date ()
(x) copy for superintendent or engineer in charge of second place office, Texas, Date ()
(y) copy for superintendent or engineer in charge of second place office, Texas, Date ()
(z) copy for superintendent or engineer in charge of second place office, Texas, Date ()

(c) For contracts originating in the office of district counsel, five (5) impressions shall be made, to wit: (a) Original for General Accounting Office; (b) copy for commissioner; (c) copy for district counsel; and (d) copy for Denver, Colorado. Original copies may be made if desired, including copy for the commissioner.

[illegible]

of papers described in paragraphs 2 and 3 are confidentially researched in number

BUREAU OF RECLAMATION

His Grande

does not relate specifically to a project, or where for any reason a file of contracts is not kept in the district counsel's office, the copies commissioner, and not to the General Accounting Office, and a copy of same for the commissioner is not required. Where a contract

5. EXCEPTIONS.—Where money is expended in connection with the project, with bond, if any, goes to the

DEPARTMENT OF THE INTERIOR

7-6286
August, 1927
Approved by the Department
January 4, 1927

0147-0

El Paso, Texas, September 24, 1928.

Mr. A. Davila,
Box 50, Route No. 1,
Isleta, Texas.

Dear Sir:

Reference is made to the requirement for acquisition by the United States of four and ninety-seven hundredths (4.97) acres out of survey two hundred twenty-nine (229) Socorro Grant, El Paso County, Texas, for use in the construction of the Riverside Canal. We understand you are the record owner of the legal title to this land, which is shown on the enclosed plat, and more particularly described as follows:

A tract of land lying and situate in El Paso County, Texas, and in the Southwest quarter Northwest quarter, Northwest quarter Southwest quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$) Section thirty (30) Township thirty-two (32) Range seven (7) East Bureau of Reclamation Survey, being also in survey two hundred twenty-nine (229) Socorro Grant, and more particularly described as follows: Beginning at a point on the line between surveys two hundred twenty-nine (229) and two hundred thirty (230) Socorro Grant and from which point the Northeast corner survey two hundred twenty-nine (229) and the southeast corner survey two hundred thirty (230) Socorro Grant bears North sixty-three (63°) degrees two (02') minutes thirty (30") seconds East one hundred thirty-seven and seventeen hundredths (137.17) feet; thence South ten (10°) degrees forty-nine (49') minutes thirty (30") seconds East seven hundred one and forty hundredths (701.40) feet to a point on the line between surveys two hundred twenty-nine (229) and two hundred twenty-eight (228) Socorro Grant, and from which point the southeast corner of survey two hundred twenty-nine (229) and the northeast corner survey two hundred twenty-eight (228) bears North sixty-three (63°) degrees two (02') minutes thirty (30") seconds East three hundred thirty-two and seven hundredths (332.07) feet and the southeast corner Section thirty (30) Township thirty-two (32) South Range seven (7) East bears South sixty-three (63°) degrees eighteen (18') minutes East five thousand three hundred twenty-five and sixty-three hundredths (5325.63) feet; thence South sixty-three (63°) degrees two (02') minutes thirty (30") seconds West along the line between surveys two hundred twenty-eight (228) and two hundred twenty-nine (229) Socorro Grant two hundred seven and twenty-nine hundredths (207.29) feet; thence North twenty-nine (29°) degrees forty-three (43') minutes thirty (30") seconds West six hundred seventy-four and sixty-one hundredths (674.61) feet to a point on the line between survey two hundred twenty-nine (229) and two hundred thirty (230) Socorro Grant; thence North sixty-three (63°) degrees two (02') minutes thirty (30") seconds East along said line between surveys two hundred twenty-nine (229) and two hundred thirty (230) four hundred thirty-four and

seventy-one hundredths (434.71) feet to the point of beginning, said tract of land containing four and ninety-seven hundredths (4.97) acres more or less.

We will pay for the above described tract of land nine hundred thirty-one 50/100 (\$931.50) dollars for the four and ninety-seven hundredths (4.97) acres required if you can convey a clear record title to this land free of encumbrances or liens, which is at the rate of one hundred fifty 00/100 (\$150.00) dollars per acre, if you are in a position to convey a clear record title to this land free of encumbrances or liens. If you do not care to accept this offer or are not in a position to do so by reason of inability to make the necessary conveyance, please advise me, as it will in that event, be necessary to institute condemnation proceedings.

Very truly yours,

L.R. Pickett

Acting Superintendent.

ABSTRACT OF AGREEMENT

ADVERTISING—AWARD—FORM

No. **1157-270**
(Contract)

Date _____, 19____

Department of the Interior

Bureau of Reclamation

El Paso, Texas

(Department or establishment)

(Bureau or office)

(Location)

ABSTRACT OF AGREEMENT

A. Davila and Francisca C. Davila

(Name of contractor)

Total amount, \$ **869.75**

By **Contractor**

Subject **purchase of land**

Title _____

Contract period **Dec. 4, 1928**

Address **R.F.D.#1, Box 50, Esleta, Texas**

Appropriation **Rio Grande Project, F.Y. 1929**

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

Items _____

Quantity **6.19 Acres of land for Riverside Canal**

Unit price(s) _____

Deliveries _____

Conditions _____

Payments **to be made by Special Fiscal Agent L.S. Kennicott**

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 _____

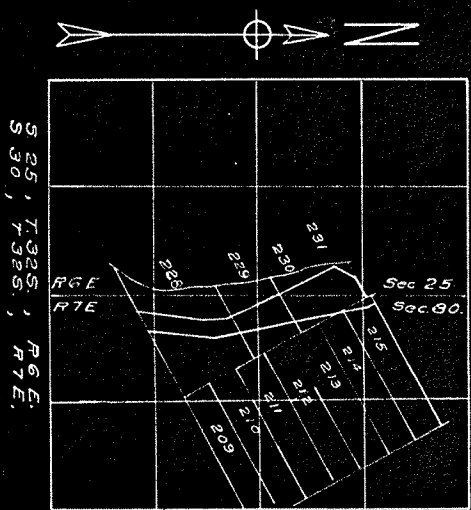
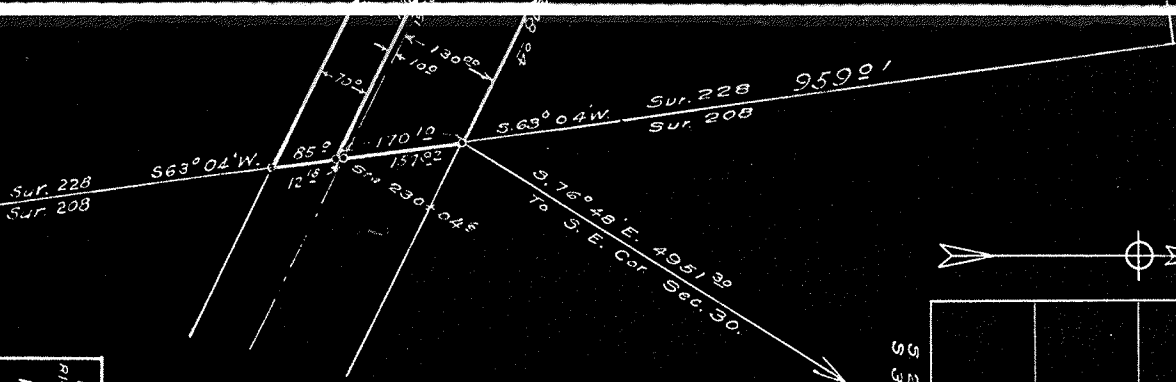
5. Without advertising, it being impracticable to secure competition because of * _____

* See NOTE 1 on reverse hereof.

GOVERNMENT PRINTING OFFICE

10-1751

[OVER]



DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE.
RIO GRANDE PROJECT--NEW MEXICO-TEXAS

FIELD WORK:	CHECKED: C. W. H.
DRAWN: G. F. J.	APPROVED:
3216-6-122 EL PASO, TEXAS.	

El Paso, Texas, February 18, 1929.

From: District Counsel

To: Superintendent, Rio Grande project, El Paso, Texas.

Subject: Acquisition of land - Opinion of title to land described in contract dated December 4, 1928 with A. Davila and Francisca C. Davila, his wife, area 6.19 acres; consideration \$869.75 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. C/6052 of the Pioneer Abstract & Guarantee Title Company dated January 25, 1929, and Warranty Deed from the grantors dated January 22, 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 grantors \$851.27 being the consideration of \$869.75 named in the contract, less deduction of \$18.48 paid by L. S. Kennicott's voucher No. 619 fiscal year 1929. Original and two copies of deed, certificate of guarantee of title, original contract and all title papers are transmitted herewith.

H. J. S. Devries,

cc- Denver
Washington

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated December 4, 1928, between the United States of America, and A. Davila and Francisca C. Davila, 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 5 day of January, 1929.

Geo. W. Hoadley

Junior Engineer
Bureau of Reclamation.

2

CERTIFICATE BY PROJECT SUPERINTENDENT

I hereby certify that the land described in attached land purchase contract dated December 4th, 1928, between The United States of America and A. Davila and Francisca C. Davila, is required for purposes authorized by the Act of June 17th, 1902, (32 Stat., 388), namely, as right of way for the Riverside Canal, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, \$869.75 is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 7 day of January, 1929.

L.R. Flock
Project Acting Superintendent
Bureau of Reclamation.

REPORT OF BOARD OF APPRAISAL

We, the undersigned, members of a board designated to fix value of 6.19 acres of land to be purchased by the United States from A. Davila and Francisca C. Davila, his wife, for right-of-way for the Riverside Canal of the Rio Grande Federal Irrigation Project, described in agreement to sell dated December 4th, 1928, find that the fair and reasonable value of said land is the sum of \$869.75.

Geo. W. Huffman

Representative of El Paso County
Water Improvement District #1.

Geo. W. Hoadley

Representative of the United States
Bureau of Reclamation.

Yaleta, Texas, January 4, 1929.

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Texas } ss: Strike out (b) in case the law does not require examination of wife
COUNTY OF El Paso } 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

A. Davila and Francisca C. Davila
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 ~~he~~ signed,
sealed, and delivered said instrument of writing as ~~his~~ free and voluntary act, for the uses and
purposes therein set forth.

(b) I further certify that I did examine the said Francisca A. Davila
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 4th day of December, 1928

[SEAL]

Geo. W. Hoadley

My commission expires 6/1-29 Notary Public in and for El Paso County
Texas

CERTIFICATE OF COUNTY RECORDER

STATE OF Texas } ss: I hereby certify that this instrument was filed for record at
COUNTY OF El Paso } my office at 10 o'clock a M., Jan 16, 1928
and is duly recorded in Vol. 507 of
Page No. 104

W. D. Hred By County Recorder Fees, \$
Deputy

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF Texas } ss: (Execute only on Returns Office copy)
COUNTY OF El Paso }

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a con-
tract made by me, personally, with A. Davila and Francisca C. Davila
that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or
advantage corruptly to the said A. Davila and Francisca C. Davila, or to any other
person or persons; and that the papers accompanying include all those relating to the said contract, as
required by the statute in such case made and provided.

L. R. Flock

Acting Superintendent

Bureau of Reclamation.

Subscribed and sworn to before me at El Paso, Texas

this 7th day of January, A. D. 1928

Geo. W. Hoadley

[OFFICIAL SEAL]

My commission expires 6/1-29

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.

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

Acting

Superintendent, Bureau of Reclamation.

JAN 7 1929

P. O. Address

A. Davila

Vendor.

P. O. Address

Her mark

Witnesses to mark:

Francisco (X) C. Davila

Vendor.

Geo. W. Headley

P. O. Address

El Paso, Texas

H. C. Davila,

Vendor.

P. O. Address

H. F. D. #1, Box 50, Yoleta, Texas.

P. O. Address

H. F. D. #1, Box 50, Yoleta, Texas

Approved:

(Date)

1929

OFFICIAL COPY OF ACKNOWLEDGMENT

dollars

(\$ **869.75**), 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 **December 15, 1923** notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop

thereon until **Dec. 15, 1928**; 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.

THE UNIVERSITY OF CHICAGO

14-00000

Stufen der Bewusstseinsentwicklung

DEVELOPMENT OF THE INTERIUM

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT New Mexico-Texas

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 4th day of December, 1928, 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

Superintendent, Bureau of Reclamation,
thereunto duly authorized, and subject to the approval of the proper supervisory officer thereof,
and

A. Davila
and Francisca C. Davila, his wife, hereinafter styled Vendor,

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

to heir community property, situated in the County of El Paso

State of Texas, to wit:

A tract of land lying and situate in El Paso County, Texas, and in the Southwest quarter Northwest quarter, Northwest quarter Southwest quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$) Section thirty (30) Township thirty-two (32) Range seven (7) East Bureau of Reclamation Survey, being also within survey two hundred twenty-nine (229) Socorro Grant, and more particularly described as follows: Beginning at a point on the line between surveys two hundred twenty-nine (229) and two hundred thirty (230) Socorro Grant and from which point the Northeast corner survey two hundred twenty-nine (229) and the southeast corner survey two hundred thirty (230) Socorro Grant bears North sixty-three (63°) degrees two (02') minutes thirty (30") seconds East one hundred thirty-seven and seventeen hundredths (137.17) feet and the Southeast corner Section thirty (30) Township thirty-two (32) South Range seven (7) East bears South fifty-seven (57°) degrees forty-seven (47') minutes East five thousand seven hundred seventy-nine and thirty-five hundredths (5779.35) feet; thence South ten (10°) degrees forty-nine (49') minutes thirty (30") seconds East seven hundred one and forty hundredths (701.40) feet to a point on the line between surveys two hundred twenty-nine (229) and two hundred twenty-eight (228) Socorro Grant, and from which point the southeast corner of survey two hundred twenty-nine (229) and the northeast corner survey two hundred twenty-eight (228) bears North sixty-three (63°) degrees two (02') minutes thirty (30") seconds

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

Correct as to Engr. Data