

780

GOGGIN, LILA H. S. WARRANTY DEED RIVERSIDE CANAL

183

0023-0000-0001-00

80

~~14-(21)-Texas~~

780

HAT Lilla H. S. Gogin, a widow, individually and as independent executrix  
of the Last Will and Testament of J. M. Goggin, deceased  
of the County of El Paso, State of Texas, in consideration of the sum of One Hundred and three  
and twenty-five hundredths (\$103.25) - - - - -DOLLARS,

her in hand paid by THE UNITED STATES OF AMERICA

the receipt of which is hereby acknowledged  
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, to-wit:

Two tracts of land lying and situate in El Paso County, Texas, more particularly  
described as follows:

Tract No. 1 - A tract of land lying and situate in El Paso County, Texas, and  
in the Northwest quarter (NW $\frac{1}{4}$ ) Section thirteen (13) township thirty-two (32) South  
Range six (6) East Bureau of Reclamation survey, and within survey two hundred fifty  
(250) Socorro Grant, more particularly described as follows:

Beginning at a point on the southeasterly line of survey two hundred fifty (250)  
Socorro Grant and from which point an iron pipe at the northwest corner survey two  
hundred fifty-three (253) bears North thirteen (13°) degrees thirty-two (32')  
minutes East four hundred thirty-three and eighty-two hundredths (433.82) feet and  
the Northeast corner Survey two hundred fifty (250) bears North thirteen (13°) degrees  
thirty-two (32') minutes East five hundred forty-three and eighty-two hundredths  
(543.82) feet and the Northeast corner Section thirteen (13) Township thirty-two (32)  
South Range six (6) East bears North sixty-five (65°) degrees forty-six (46') minutes  
East three thousand two hundred ninety-nine and Nineteen hundredths (3299.19) feet;  
thence South thirteen (13°) degrees thirty-two (32') minutes West along the south  
easterly line of survey two hundred fifty (250) sixty-eight and three tenths (68.3) feet  
to the southeast corner survey two hundred fifty (250) and the northeast corner survey

two hundred fifty-one (251) Socorro Grant; thence North sixty-eight (68°) degrees  
no minutes (00') West along the line between surveys two hundred fifty (250) and  
two hundred fifty-one (251) Socorro Grant five hundred twenty-nine and two hundredths  
(529.02) feet to a point from which the Southwest corner survey two hundred fifty  
(250) and the Northeast corner survey two hundred fifty-one (251) Socorro Grant  
bears North sixty-eight (68°) degrees no (00') minutes West five hundred sixty-seven  
and thirty-eight hundredths (567.38) feet; thence North forty-three (43°) degrees five  
(05') minutes West six hundred twenty-six and twenty-eight hundredths (626.28) feet  
to a point on the Northeasterly line of survey two hundred fifty (250) Socorro Grant  
and from which point the Southwest corner survey two hundred fifty (250) and the North  
west corner survey two hundred fifty-one (251) bears South twenty-one (21°) degrees  
Fifty-two (52') minutes West two hundred sixty-three and eight tenths (263.8) feet;  
thence North twenty-one (21°) degrees fifty-two (52') minutes East along the north-  
westerly line of survey two hundred fifty (250) Socorro Grant three hundred seven  
and sixty-three hundredths (307.63) feet to a point from which the Northeast corner  
Section thirteen (13) Township thirty-two (32) South Range six (6) East bears North  
eighty-two (82°) degrees fifty-one (51') minutes thirty (30") seconds East three  
thousand eight hundred fifty-seven and seventy-five hundredths (3857.75) feet; thence  
South forty-three (43°) degrees eighty (88') minutes East one thousand one hundred  
ninety-eight and thirty-four hundredths (1198.34) feet to the point of beginning,  
said tract of land containing six and twenty-six hundredths (6.26) acres more or  
less of which three and twenty-two hundredths (3.22) acres is occupied by the San  
Elizario (Franklin Feeder) Canal and the remainder or three and four hundredths (3.04)  
acres is the part herein intended to be conveyed, all as shown on Bureau of Recla-  
mation Survey plat attached to contract dated March 27, 1929, between the grantor  
and the United States and filed Book 608, page 394, Deed Records of the County of  
El Paso, State of Texas.

Tract No. 2 - A tract of land lying and situate in the Socorro Grant, El Paso County  
in the East half (E $\frac{1}{2}$ ) Section thirteen (13) township thirty-two (32) South  
Range six (6) East Bureau of Reclamation Survey, more particularly described as  
follows:

Beginning at a point on the line between the land of the contractor and Survey  
two hundred fifty-four (254) Socorro Grant and from which point the Southwest corner  
Survey two hundred fifty-four (254) Socorro Grant bears South seventy-four (74°)  
degrees sixteen (16) minutes West three hundred fourteen and eighty-five hundredths  
(314.85) feet; thence North seventy-four (74°) degrees sixteen (16') minutes East  
along the line between the land of the contractor and survey two hundred fifty-four  
(254) Socorro Grant one hundred seventeen and three tenths (117.3) feet to  
station eighty-three plus twenty-seven and eight tenths (83 plus 27.8) on center  
line of the Riverside Canal; thence South forty-three (43°) degrees three (03')  
minutes forty-five (45") seconds East along the center line of the Riverside Canal  
at five and six tenths (5.6) feet a point from which the Northeast corner Section  
thirteen (13) Township thirty-two (32) South Range six (6) East bears North forty-four  
(44°) degrees twenty-four (24') minutes twenty-three (23") seconds East three thousand  
three hundred and five and no tenths (3305.0) feet at two thousand two hundred thirty-  
two and five tenths (2232.5) feet a point which is station one hundred five plus six-  
ty and three tenths (105 plus 60.3) on the center line of the Riverside Canal, and  
from which point the Northeast corner Section thirteen (13) township thirty-two (32)  
South Range six (6) East bears North eleven (11°) degrees fourteen (14') minutes  
East four thousand sixty-five and nine tenths (4065.9) feet, a total distance of  
East four thousand sixty-five and nine tenths (4065.9) feet to a point on

... (2323.7) feet to the point of beginning said tract of land containing five and twenty-five hundredths (5.25) acres more or less of which one and eighty-three hundredths (1.83) acres is occupied by the San Elizario (Franklin Padder) canal and is the property of the United States, and the remainder of three and forty-two hundredths (3.42) acres is the part herein intended to be conveyed, all as shown on Bureau of Reclamation Survey plat attached to contract dated March 27, 1929, between the grantor and the United States and filed in Book 508, page 394, Deed Records of the County of El Paso, State of Texas.

... and seven tenths (2323.7) feet to the point of beginning said tract of land containing five and twenty-five hundredths (5.25) acres more or less of which one and eighty-three hundredths (1.83) acres is occupied by the San Elizario (Franklin Padder) canal and is the property of the United States, and the remainder of three and forty-two hundredths (3.42) acres is the part herein intended to be conveyed, all as shown on Bureau of Reclamation Survey plat attached to contract dated March 27, 1929, between the grantor and the United States and filed in Book 508, page 394, Deed Records of the County of El Paso, State of Texas.

... and seven tenths (2323.7) feet to the point of beginning said tract of land containing five and twenty-five hundredths (5.25) acres more or less of which one and eighty-three hundredths (1.83) acres is occupied by the San Elizario (Franklin Padder) canal and is the property of the United States, and the remainder of three and forty-two hundredths (3.42) acres is the part herein intended to be conveyed, all as shown on Bureau of Reclamation Survey plat attached to contract dated March 27, 1929, between the grantor and the United States and filed in Book 508, page 394, Deed Records of the County of El Paso, State of Texas.

... and seven tenths (2323.7) feet to the point of beginning said tract of land containing five and twenty-five hundredths (5.25) acres more or less of which one and eighty-three hundredths (1.83) acres is occupied by the San Elizario (Franklin Padder) canal and is the property of the United States, and the remainder of three and forty-two hundredths (3.42) acres is the part herein intended to be conveyed, all as shown on Bureau of Reclamation Survey plat attached to contract dated March 27, 1929, between the grantor and the United States and filed in Book 508, page 394, Deed Records of the County of El Paso, State of Texas.

... and seven tenths (2323.7) feet to the point of beginning said tract of land containing five and twenty-five hundredths (5.25) acres more or less of which one and eighty-three hundredths (1.83) acres is occupied by the San Elizario (Franklin Padder) canal and is the property of the United States, and the remainder of three and forty-two hundredths (3.42) acres is the part herein intended to be conveyed, all as shown on Bureau of Reclamation Survey plat attached to contract dated March 27, 1929, between the grantor and the United States and filed in Book 508, page 394, Deed Records of the County of El Paso, State of Texas.

... and seven tenths (2323.7) feet to the point of beginning said tract of land containing five and twenty-five hundredths (5.25) acres more or less of which one and eighty-three hundredths (1.83) acres is occupied by the San Elizario (Franklin Padder) canal and is the property of the United States, and the remainder of three and forty-two hundredths (3.42) acres is the part herein intended to be conveyed, all as shown on Bureau of Reclamation Survey plat attached to contract dated March 27, 1929, between the grantor and the United States and filed in Book 508, page 394, Deed Records of the County of El Paso, State of Texas.

Single Acknowledgment.

THE STATE OF TEXAS,  
COUNTY OF EL PASO.  
Notary Public

BEFORE ME,

*Geo. W. Hoadley*

in and for El Paso County, Texas,

on this day personally appeared *Lilla H. S. Coggin, a widow, individually and as independent executrix of the Last Will and Testament of J. M. Coggin, deceased*

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 *21st* day of *Feb.* A. D. 19 *30*

*Geo. W. Hoadley*

Notary Public in and for  
El Paso County, Texas

Wife's Separate Acknowledgment.

THE STATE OF TEXAS,  
COUNTY OF EL PASO.

BEFORE ME,

in and for El Paso County, Texas,

this day personally appeared

wife of

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, 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 day of A. D. 19

Certificate of Filing.

THE STATE OF TEXAS,  
COUNTY OF EL PASO.

I, *W. D. Smart*

Clerk of the County Court

of said County, do hereby certify that the above instrument of writing dated on the *21st* day of *Feb.* A. D. 19 *30*, with its certificate of authentication, was filed for record in my office this *5th* day of *March*, A. D. 19 *30*, at *4:00* o'clock *P.* M. and duly recorded the *14th* day of *March*, A. D. 19 *30*, at *3:00* o'clock *P.* M. in the records of said County, in Volume *526* on Pages *156*

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

Clerk, County Court, El Paso County, Texas.

By Deputy.

*Lilla H. S. Coggin, Individually and as Independent Executrix of estate of J. M. Coggin, deceased*

*W. S. A.*

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for Record the *5th*

day of *Mar.* 19 *30*, at *4*

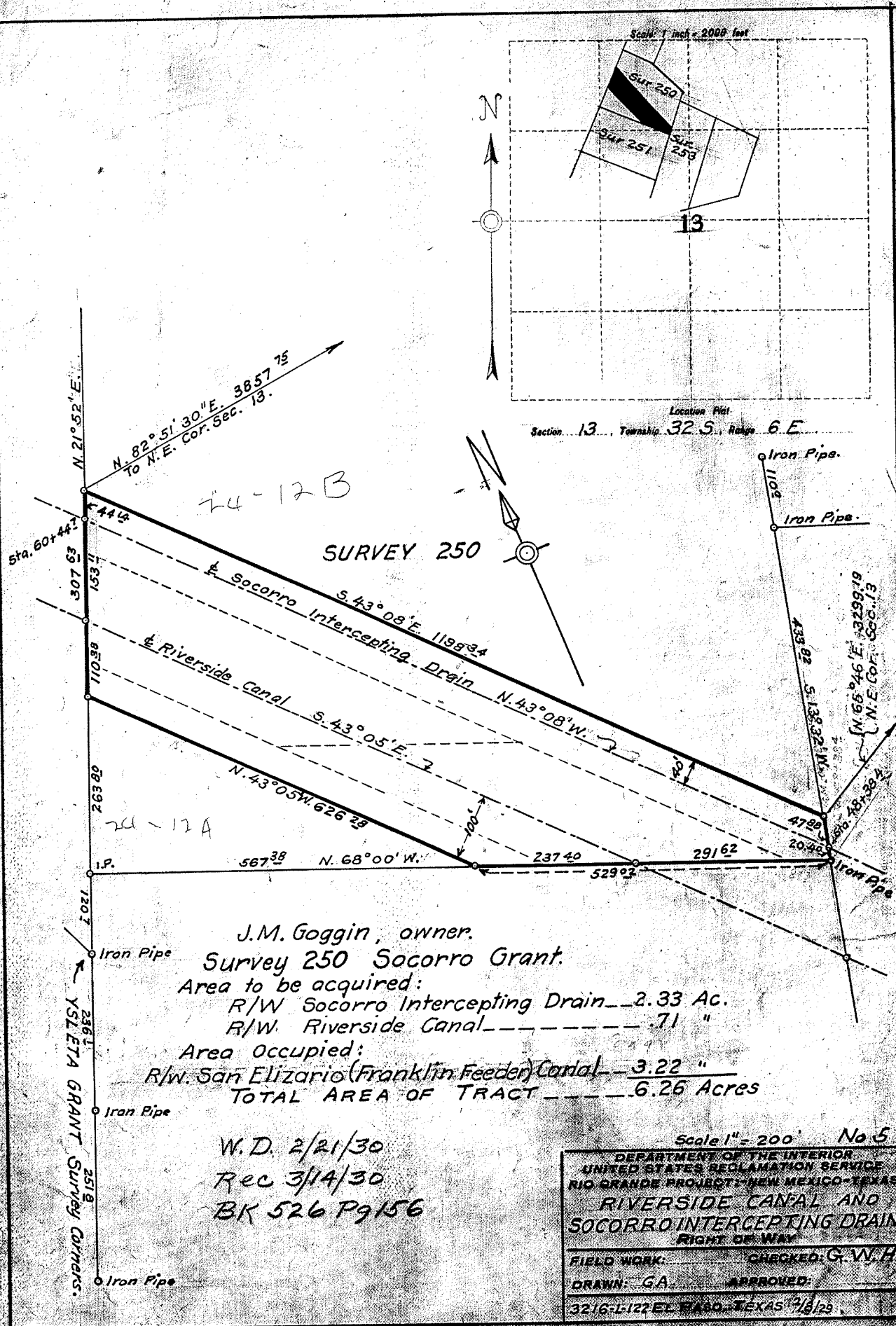
o'clock and *02* minutes *P.* M.

*W. D. Smart*

Clerk County Court, El Paso County Tex.

By *W. D. Smart*

Deputy.





116r-326

DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Rio Grande

IRRIGATION PROJECT New Mexico-Texas

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 27th day of March, 1929, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between the UNITED STATES OF AMERICA, hereinafter styled the United States, by ~~represented by the contracting officer executing this contract~~

~~Superintendent, Bureau of Reclamation,~~  
thereunto duly authorized, and subject to the approval of the proper supervisory officer thereof,  
and Lilla H.S. Goggin, Independent Executrix of the last will and testament  
of J. M. Goggin, deceased

and \_\_\_\_\_, his wife, hereinafter styled Vendor,  
of El Paso, County of El Paso, State of Texas

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

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

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

State of Texas, to wit:

Two tracts of land lying and situate in El Paso County, Texas, more particularly described as follows;

Tract No. 1 - A tract of land lying and situate in El Paso County, Texas, and in the Northwest quarter (NW $\frac{1}{4}$ ) Section thirteen (13) Township thirty-two (32) South Range six (6) East Bureau of Reclamation survey, and within survey two hundred fifty (250) Socorro Grant, more particularly described as follows;

Beginning at a point on the southeasterly line of survey two hundred fifty (250) Socorro Grant and from which point an iron pipe at the northwest corner survey two hundred fifty-three (253) bears North thirteen (13 $\frac{1}{2}$ ) degrees thirty-two (32 $\frac{1}{2}$ ) minutes East four hundred thirty-three and eighty-two hundredths (433.82) feet and the Northeast corner Survey two hundred fifty (250) bears North thirteen (13 $\frac{1}{2}$ ) degrees thirty-two (32 $\frac{1}{2}$ ) minutes East five hundred forty-three and eighty-two hundredths (543.82) feet and the Northeast corner Section thirteen (13) Township thirty-two (32) South Range six (6) East bears North sixty-five (65 $\frac{1}{2}$ ) degrees forty-six (46 $\frac{1}{2}$ ) minutes East three thousand two hundred ninety-nine and nineteen hundredths (3299.19) feet; thence South thirteen (13 $\frac{1}{2}$ ) degrees thirty-two (32 $\frac{1}{2}$ ) minutes West along the southeasterly line of survey two hundred fifty (250) sixty-eight and two tenths (68.2) feet to the southeast corner survey two hundred fifty (250) and the northeast corner survey two hundred fifty-one (251) Socorro Grant; thence North sixty-eight (68 $\frac{1}{2}$ ) degrees

<sup>1</sup> Strike out clause regarding approval of supervisory officer if not applicable



no minutes (00') West along the line between surveys two hundred fifty (250) and two hundred fifty-one (251) Socorro Grant five hundred twenty-nine and two hundredths (529.02) feet to a point from which the Southwest corner survey two hundred fifty (250) and the Northwest corner survey two hundred fifty-one (251) Socorro Grant bears North sixty-eight (68°) degrees no (00') minutes West five hundred sixty-seven and thirty-eight hundredths (567.38) feet; thence North forty-three (43°) degrees five (05') minutes West six hundred twenty-six and twenty-eight hundredths (626.28) feet to a point on the Northwesterly line of survey two hundred fifty (250) Socorro Grant and from which point the Southwest corner survey two hundred fifty (250) and the Northwest corner survey two hundred fifty-one (251) bears South twenty-one (21°) degrees fifty-two (52') minutes West two hundred sixty-three and eight tenths (263.8) feet; thence North twenty-one (21°) degrees fifty-two (52') minutes East along the northwesterly line of survey two hundred fifty (250) Socorro Grant three hundred seven and sixty-three hundredths (307.63) feet to a point from which the Northeast corner Section thirteen (13) Township thirty-two (32) South Range six (6) East bears North eighty-two (82°) degrees fifty-one (51') minutes thirty (30'') seconds East three thousand eight hundred fifty-seven and seventy-five hundredths (3857.75) feet; thence South forty-three (43°) degrees eight (08') minutes East one thousand one hundred ninety-eight and thirty-four hundredths (1198.34) feet to the point of beginning; said tract of land containing six and twenty-six hundredths (6.26) acres more or less of which three and twenty-two hundredths (3.22) acres is occupied by the San Elizario (Franklin Feeder) Canal and the remainder or three and four hundredths (3.04) acres is the part herein intended to be conveyed, all as shown on Bureau of Reclamation Survey plat attached hereto and made a part hereof.

Tract No. 2 - A tract of land lying and situate in the Socorro Grant, El Paso County, Texas, in the East half (E<sup>1</sup>/<sub>2</sub>) Section thirteen (13) Township thirty-two (32) South Range six (6) East Bureau of Reclamation Survey, more particularly described as follows:

Beginning at a point on the line between the land of the contractor and Survey two hundred fifty-four (254) Socorro Grant and from which point the Southwest corner survey two hundred fifty-four (254) Socorro Grant bears South seventy-four (74°) degrees sixteen (16') minutes West three hundred fourteen and eighty-five hundredths (314.85) feet; thence North seventy-four (74°) degrees sixteen (16') minutes East along the line between the land of the contractor and survey two hundred fifty-four (254) Socorro Grant one hundred seventeen and three tenths (117.3) feet to station eighty-three plus twenty-seven and eightyx tenths (83+27.8) on center line of the Riverside Canal; thence South forty-three (43°) degrees three (03') minutes forty-five (45'') seconds East along the center line of the Riverside Canal at five and six tenths (5.6) feet a point from which the Northeast corner Section thirteen (13) Township thirty-two (32) South Range six (6) East bears North forty-four (44°) degrees twenty-four (24') minutes twenty-three (23'') seconds East three thousand three hundred and five and no tenths (3305.0) feet at two thousand two hundred thirty-two and five tenths (2232.5) feet a point which is station one hundred five plus sixty and three tenths (105+60.3) on the center line of the Riverside Canal, and from which point the Northeast corner Section thirteen (13) Township thirty-two (32) South Range six (6) East bears North eleven (11°) degrees fourteen (14') minutes East four thousand sixty-five and nine tenths (4065.9) feet, a total distance of two thousand two hundred eighty-four and three tenths (2284.3) feet to a point on the southeasterly line of the contractor at station one hundred six plus twelve and one tenths (106+12.1) on the center line of the Riverside Canal thence South fifty-five (55°) degrees thirty-nine (39') minutes ~~East~~ West along the southwesterly property line of the

contractor ninety-five and seven tenths (95.7) feet; thence North forty-three (43°) degrees eighteen (18') minutes West two thousand three hundred twenty-three and seven tenths (2323.7) feet to the point of beginning, said tract of land containing five and twenty-five hundredths (5.25) acres more or less of which one and eighty-three hundredths (1.83) acres is occupied by the San Elizario (Franklin Feeder) Canal and is the property of the United States, and the remainder of three and forty-two hundredths (3.42) acres is the part herein intended to be conveyed, all as shown on Bureau of Reclamation survey plat attached hereto and made a part hereof.



4. Upon receipt of notice that this contract has been approved on behalf of the Bureau of Reclamation, the Vendor shall, without cost to the United States, promptly furnish a complete abstract of title covering the said property, which shall later be extended by the Vendor to include each instrument subsequently recorded in connection herewith, including the conveyance made pursuant to this contract: *Provided*, That if the Vendor fails or refuses to furnish such abstract of title within sixty days after notice that this contract has been approved, such abstract may be procured by the United States at the expense of the Vendor and the cost thereof deducted from the purchase price of said property. If the United States has available either a full or partial abstract of title covering said property, the same shall be utilized under this contract without charge to the Vendor.

6. The United States shall purchase said property on the terms herein expressed, and upon execution and delivery of the deed provided in Article 3 and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it shall cause to be paid to the Vendor as full purchase price and full payment for all damages for entry upon the said property and the construction, operation, and maintenance of reclamation works thereon under said act, the sum of

dollars

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.

thereon until **March 27th, 1929** ; except that the proper officers and agents of the United States shall at all times have unrestricted access to survey for and construct reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said reclamation works, free of any claim for damage or compensation on the part of the Vendor.

9. This contract shall become effective to bind the United States to purchase said property immediately upon its approval by the proper supervisory officer of the Bureau of Reclamation, and shall terminate by limitation at the expiration of twelve months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Vendor, and the successors and assigns of the United States.

10. Where the operations of this contract extend beyond the current fiscal year, it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the Vendor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

11. The Vendor warrants that the Vendor has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business with others than the Government.

12. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment or either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in section 116 of the act of Congress approved March 4, 1909 (35 Stat., 1109).

IN WITNESS WHEREOF the parties have hereto signed their names the day and year first above written.

THE UNITED STATES OF AMERICA,

Witnesses:

By L. R. Fieel  
Acting Superintendent, Bureau of Reclamation.

MAR 29 1929

P. O. Address \_\_\_\_\_

Lilla H. S. Goggin,

Vendor.

P. O. Address \_\_\_\_\_

Independent Executrix of the  
last will and testament of J. M. Goggin, deceased

Vendor.

P. O. Address \_\_\_\_\_

Vendor.

P. O. Address \_\_\_\_\_

P. O. Address 1824 Magoffin Ave.,  
El Paso, Texas.

Approved: \_\_\_\_\_

(Date) \_\_\_\_\_, 192

# CERTIFICATE OF ACKNOWLEDGMENT

STATE OF TexasCOUNTY OF El Paso

SS:

Strike out (b) in case the law does not require examination of wife apart from her husband in conveyance of the kind of property described in Article 3 hereof.

(a) I, Geo. W. Hoadley

Notary Public

in and for said county, in the State aforesaid, do hereby certify that

Lilla H.S. Goggin

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 her free and voluntary act, for the uses and purposes therein set forth.

(b) I further certify that I did examine the said Lilla H.S. Goggin 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 27th day of March, 1929

[SEAL]

Geo. W. HoadleyMy commission expires 6/1-29

Notary Public-El Paso Co.

## CERTIFICATE OF COUNTY RECORDER

STATE OF TexasCOUNTY OF El Paso

SS:

I hereby certify that this instrument was filed for record at

my office at 9:45 a.m. o'clock March, 1929

The State of Texas )

County of El Paso )

and is duly recorded in Vol. 508 of 394

I, W. D. Greet, County Clerk in and for said County,  
do hereby certify that the foregoing instrument of writing with its certificate  
of authentication, was filed for record in my office, on the 8th day of April,  
A.D. 1929, at 9:45 a.m. and duly recorded the 19th day of April, A.D. 1929,  
at 3:25 p.m. in the Dead Records of said County, in Volume 508 page 394.

STATE OF TexasCOUNTY OF El PasoWitness my hand and seal of the County Court of said County, at  
office in El Paso, Texas, the day 27th and year last above written.

I do solemnly swear (or affirm) that the copy of contract by W.D. Greet, County Clerk copy of a contract made by me, personally, with Lilla H.S. Goggin By A.A. Osborne, Deputy of the last will that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said Lilla H.S. Goggin, independent executrix of the last will and testament of J.H. Goggin, deceased, 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, Texasthis 29th day of March, A. D. 1929Geo. W. Hoadley

[OFFICIAL SEAL]

My commission expires 6/1-29

GOVERNMENT PRINTING OFFICE

CH

El Paso, Texas, May 1, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Inclosed herewith are the following quitclaim deeds  
for official record:

Deed dated April 30, 1918, running from M. O. Wright  
to the United States. ✓

Deed dated March 27, 1918, running from C. C. Coffin  
to the United States.

Very respectfully,

P W DENT

District Counsel.

2 incs.

CERTIFICATE.

I HEREBY CERTIFY, With reference to the following described land:

A tract of land in the northwest quarter of section 13, T 32 S, R 6 E, United States Reclamation Service survey, El Paso County, Texas, more particularly described in quitclaim deed dated April 30, 1918, running from M. O. Wright to the United States of America:

That the tax records of said county indicate M. O. Wright, the reputed owner, to be the actual owner; that the land is not homestead property; that there are no unsatisfied mortgages or other liens existing against said land; and that the land is not occupied adversely to the reputed owner.

C F HARVEY

Clerk.

El Paso, Texas,

May 4, 1918.

(Minutes of the Probate Court, March Term, A. D. 1928)

In the County Court of El Paso County,  
Texas, March Term, A. D. 1928.

Estate of )  
J. M. Goggin, ) No. 5244  
deceased )

Be it remembered, that upon this 6th day of March, 1928, there came on regularly to be heard the application of Lilla Hatfield Simpson Goggin, surviving wife of J. M. Goggin, deceased, for probate of his Will and appointment of herself as independent executrix thereof without bond, and it appearing to the court that due notice of said application has in all respects been had as required by law and that the said J. M. Goggin died in El Paso County, Texas, on January 31st, 1928, leaving an estate exceeding \$1,000.00 in value, and that the court has jurisdiction herein and that at the time of his death the said J. M. Goggin left a valid will written wholly in his own handwriting, he at that time being of sound and disposing mind, and memory, and that said Will which is dated the 29th of March, 1916, has been duly filed herein and that same is in all respects entitled to probate as his last Will and Testament and that the petitioner is in all respects qualified to act as independent executrix of said Will without bond, and that it should in all respects be so ordered.

It is therefore, the Order, Judgement and Decree of the Court that the said Will of the said J. M. Goggin, deceased, be and the same is hereby admitted to probate as his last Will and Testament and that same be entered of record in the Minutes of this Court, and that the petitioner, Lilla Hatfield Simpson Goggin be and she is hereby appointed independent executrix of said last Will and Testament, and that no security be required of her.

It is the further order of the court that H. M. Shannon, Maury Kemp and R. F. Burgess be, and they are hereby appointed, appraisers, and that an inventory and appraisal be filed as required by law. It is the further order of the court that upon the petitioner qualifying letters testamentary be issued.

E. B. McClintock,  
Judge.

CERTIFICATE OF COUNTY CLERK

State of Texas )  
County of El Paso )

I, Wm. D. Greet, County Clerk of El Paso County, Texas, hereby certifies that the above and foregoing is a true copy of order of the Probate Court of El Paso County, Texas, dated March 6th, 1928, as entered upon the minutes of the March Term of said court, and of record in my office in Book 62 at Page 314 and that on the 27 day of March 1928, Lilla Hatfield Simpson Goggin was the duly appointed qualified and acting independent executrix of the last will and testament of J. M. Goggin, deceased.

WITNESS MY HAND AND OFFICIAL SEAL this 5<sup>th</sup> day of April  
1929.

W. D. Greet, County Clerk  
By Geo. W. Booth  
Deputy



THE STATE OF TEXAS, }  
 County of El Paso. }  
 I, M. O. Wright,

KNOW ALL MEN BY THESE PRESENTS: THAT

of the County of El Paso of Texas, for and in consideration of the  
 sum of One and 0/100 (\$1.00) DOLLARS,

to me in hand paid by the United States of America, acting in pursuance  
of the act of June 17, 1902 (32 Stat. 388).

~~XXXXXX~~, ~~XXXX~~ ~~XX~~, the receipt whereof is hereby  
 acknowledged, do by these presents Bargain, Sell, Release and Forever Quit-Claim, unto the said  
The United States of America and its

~~XXXXXX~~ assigns all my right, title and interest in and unto that tract or parcel of land lying in the County  
 of El Paso, and State of Texas, described as follows, to-wit:

A tract of land in the northwest quarter of section thirteen (13), township thirty-two (32) south, range six (6) east, United States Reclamation Service survey, being also in Survey No. 250 of the Socorro Grant, and included in a tract of land one hundred and fifty (150) feet wide lying seventy-five (75) feet on each side of a center line for the San Elizario main canal of the Rio Grande project, said center line being described as follows: Beginning at a point on the property line between land of the Grantor herein and O.N. Bassett, said property line having a bearing south 21°45' west and from which point the southeast corner of said section thirteen (13) lies south four thousand six hundred thirty-eight and five-tenths (4,638.5) feet and east three thousand nine hundred three and four-tenths (3,903.4) feet; thence south 43°24' east five hundred seven and one-tenth (507.1) feet to a point on the property line between land of the Grantor herein and E.C. Hendrix and terminating with said property line, said property line having a bearing south 68°15' east and from which point the southeast corner of said section thirteen (13) lies south four thousand two hundred sixty-nine and sixty-two (4,269.62) feet and east three thousand five hundred fifty-four and ninety-six hundredths (3,554.96) feet; said tract of land herein described containing one and seventy-five hundredths (1.75) acres, more or less, of which one and two-tenths (1.2) acres is occupied by the old San Elizario canal, said canal being the property of the United States, and the remainder or fifty-five hundredths (0.55) acre being the land which is outside of the old canal lines and which is herein conveyed;

TO HAVE AND TO HOLD all my right, title, interest, estate and claim in and to the said premises,  
 together with all and singular, the rights, privileges and appurtenances to the same in any manner belonging,  
 unto the said the United States of America and its

~~XXXX~~ assigns forever.

my

30th

April

8

Corrected as to Engineering Data 7/5/61.

Form 7-523t.  
Reprint Jan., 1916.DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

El Paso, Texas

JUL 9 - 1918

, 191 8

Project Manager to the Director and Chief Engineer (~~Through Chief of Construction~~)Subject: Forwarding ~~contracts for approval~~ <sup>deed for acceptance</sup>

The contract described below is forwarded herewith.

~~Deed~~ <sup>Deed</sup> Agreement dated April 30, 1918 Rio Grande Project.

Executed by E O Wright

Witness To the United States.

Estimated amount involved, \$ 0 Authority No 4-5-3.

Purpose of agreement: Location of right of way for San Alizario  
(See instructions on back, par. 5.) main canal.~~Original and one copy of bond herewith~~ (Strike out if no bond transmitted.)

Advise Chief of Construction, Denver, Colorado, and Project Manager at El Paso, Texas.

and District Counsel at El Paso, Texas. ✓  
of the approval of the above.Incls Original deed  
Certificate as to title.  
1 blueprint.

L M LARSON

(Signature.)

(The blanks below to be filled in the Washington Office.)

~~Accepted by~~ Accepted by: Morris Bien, Acting Director

JUL 19 1918

Date of approval ~~acceptance~~: JUL 19 1918

Bond, if any, approved by same officer on same date.

Morris Bien, Acting Director

Director and Chief Engineer.

JUL 15 '18 84380

AWARD OF CONTRACT

(State whether, from personal knowledge of the facts, award was made to the lowest bidder as to price, or otherwise; if otherwise, reasons for rejection of lower bid or bids must be given in detail hereon, or on a separate statement, or on the abstract of bids or the bids themselves which are filed herewith)

FORM OF AGREEMENT

- A. Under formal contract.  
B. Under written proposal and acceptance.  
C. Under less formal agreement

(State character)

CERTIFICATE

I certify that the foregoing abstract is true and correct; that the agreement was made in consequence of No. \_\_\_\_\_ of the method of advertising and in the form lettered A as shown above; that the articles or services covered by the agreement are necessary for the public service, and that the prices charged are just and reasonable.

L.R. Flock

(Signature of officer)

Acting Superintendent

(Title)

NOTE 1.—Among the reasons which may be assigned as making competition impracticable (see No. 5 of "Method of or Absence of Advertising") are the following:

- (a) Under a formal contract for construction, there arises a necessity for additional work practicable of performance only by the contractor.  
(b) The articles wanted are patented or copyrighted and not on sale by dealers, but by the owners of the patent or copyright, or their agents or assigns alone, at a fixed and uniform price.  
(c) There is only one dealer within a practicable distance from whom the articles can be obtained.  
(d) Prices or rates are fixed by legislation, either Federal, State, or municipal; or by competent regulation.  
(e) Previous advertising for the identical purchase has been followed by the receipt of no proposals or only of such as were unreasonable, and under circumstances indicating that further advertising would not alter results.

NOTE 2.—This abstract will be used to support all agreements, both formal contracts and less formal agreements of whatever character, involving the receipt or expenditure of public funds. It should be executed so far as applicable and signed by the contracting officer, and be attached to and accompany the agreement to the General Accounting Office.

NOTE 3.—Where the details of an agreement are too voluminous to adequately state them briefly in any of the spaces provided therefor in the abstract, the statement thereof may be carried to the space below or made on a separate sheet.

DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

REPORT ON LAND PURCHASE CONTRACT

(SEE PAGES 251-267, VOL. I, OF MANUAL)

INFORMATION relating to land purchase contract made **3/27**, 192<sup>9</sup>, with

**Mrs. Lilla H.S. Goggin, Independent Executrix of the last will and testament of J. M. Goggin, deceased**

1. State purpose for which the land is required.

**Riverside Canal and Intercepting Drain**

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

**Two tracts: 6.26 acres and 5.25 acres as 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.

**Mrs. Lilla H.S. Goggin, 1224 Magoffin Ave., El Paso, Texas**

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

**Owners in possession**

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

**No**

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated March 27th, 1929 between The United States of America and Lilla H.S. Goggin, independent executrix of the last will and testament of J. M. Goggin, deceased, and that the proposed grantors are in actual, sole and exclusive possession of the land 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 actual possession of any part of it.

Dated at El Paso, Texas, this 29th day of March, 1929.

Geo. W. Hoadley  
Junior Engineer

CERTIFICATE BY PROJECT SUPERINTENDENT

I hereby certify that the land described in attached land purchase contract dated March 27, 1929, between The United States of America and Lilla H.S.Goggin, independent executrix of the last will and testament of J. M. Goggin, deceased is required for purposes authorized by the Act of June 17, 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 \$103.25, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas this 29th day of March, 1929.

L.R.Flock  
Acting Superintendent



El Paso, Texas, May 1, 1929.

Mrs. L. H. S. Goggin,  
1224 Magoffin Ave.,  
El Paso, Texas.

Dear Mrs. Goggin:

Reference is made to contract between the United States and yourself, as Independent Executrix of the last will and Testament of J. M. Goggin, Deceased, of recent date for purchase by the government of lands in the Socorro Grant for use in construction of certain irrigation works.

We have now received advice from the Pioneer Abstract and Guarantee Title Company with respect to the status of title to these lands as follows:

"Record Title In: Lilla Hatfield Simpson Goggin, individually and as Independent Executrix of the Estate of J. M. Goggin, deceased.

"Taxes: Taxes against Survey #250, for the year 1925, are delinquent in the sum of \$29.49. On the 5.25 acre tract taxes have been paid for the years 1924 to 1923 both inclusive, but the tax Collector, states that prior to the year 1924, he does not find the 26.4 acre tract nor 152 acre tract assessed or taxes paid, and taxes should be supplemented for those years prior to 1924, unless it can be shown that property has been regularly assessed and taxes paid.

"The 5.25 acre tract is unnumbered of record.

"Survey #250, is subject to a deed of trust dated February 17, 1923, of record in Book 168, page 342, Deed of Trust Records of El Paso County, Texas, from J. M. Goggin, to Henry Kemp Trustee for Lilla H. Goggin, securing the payment of one note of even date therewith for \$12,900.00 due one year after its date, bearing 8% interest payable semi-annually, and containing the usual 10% attorney's fee and accelerating maturity clauses, signed by J. M. Goggin, payable to Lilla H. Goggin. This lien should be released as to the property in #250, now being purchased by the U. S. A."

Before payment can be made under the contract it will be necessary to perfect the record title as to the matters above set forth.

Very truly yours,

H. J. S. Devries,  
District Counsel.

El Paso County Water Improvement District No. 1
Collector's Certificate

El Paso, Texas, May 1, 1929

This is to certify that all charges due El Paso County Water Improvement District No. 1, on property assessed to Mrs. Lilla H. Goggin and described as

Table with 8 columns: MAP NO., ABS. NO., SUR. NO., GRANTOR, LOT, BLK., SUBDIVISION, TOTAL ACREAGE. Contains handwritten entries for maps 14.133 through 13.10 and their respective acreages.

have been paid to and including the year 1928, except the following items:

Table with 8 columns: YEAR, CONSTRUCTION REPAYMENT, PENALTY AND INTEREST, TOTAL, MAINTENANCE AND OPERATION, PENALTY AND INTEREST, TOTAL, TOTAL FOR YEAR. Includes a dollar sign (\$) at the bottom right.

ELLIS BROS.

Signed [Signature] ASSESSOR AND COLLECTOR

EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1

PIONEER ABSTRACT & GUARANTEE TITLE CO.

EL PASO, TEXAS

TITLE DEPARTMENT

PRELIMINARY OPINION

April 29, 1929,

IN REPLY PLEASE REFER TO

NO. 6417

EXAMINER BES.

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

IN RE: Goggin land purchase.

PROPERTY: 6.26 acres out of Survey #250, Socorro Grant, and 5.25 acres out of Juan Armendariz Tract, in Socorro Grant, fully described in contract dated 3/27/2 between U. S. A. and Lilla H. S. Goggin, Independent Executrix of last will and testament of J. M. Goggin, dec'd.  
INSTRUMENTS EXAMINED: None.

RECORD TITLE IN: Lilla Hatfield Simpson Goggin, individually and as Independent Executrix of the Estate of J. M. Goggin, deceased.

SUBJECT TO:

TAXES: Taxes against Survey #250, for the year 1925, are delinquent in the sum of \$29.49. On the 5.25 acre tract taxes have been paid for the years 1924 to 1928 both inclusive, but the tax collector, states that prior to the year 1924, he does not find the 28.4 acre tract nor 152 acre tract assessed or taxes paid, and taxes should be supplemented for those years prior to 1924, unless it can be shown that property has been regularly assessed and taxes paid.

The 5.25 acre tract is unencumbered of record.

Survey #250, is subject to a deed of trust dated February 17, 1925, of record in Book 168, page 342, Deed of Trust Records of El Paso County, Texas, from J. M. Goggin, to Maury Kemp Trustee for Lilla H. Goggin, securing the payment of one note of even date therewith for \$12,900.00 due one year after its date, bearing 8% interest payable semi-annually, and containing the usual 10% attorney's fee and accelerating maturity clauses, signed by J. M. Goggin, payable to Lilla H. Goggin. This lien should be released as to the property in #250, now being purchased by the U. S. A.

We have made no investigation as to the condition of water taxes and assessments in connection with these two properties.

Very truly yours.

*R. E. Schwartz*  
Asst. Secretary,

BES:MF.

# Owner's Application

No. \_\_\_\_\_

El Paso, Texas, April 9, 1929

The undersigned hereby applies to the PIONEER ABSTRACT AND GUARANTEE TITLE COMPANY for a Guarantee Title Policy in its usual form, in the sum of

\$ 103.25 upon the title to the lands hereinafter described.

It is agreed that the following statements are correct and true, and that any false statements or any suppression of any material information shall void said certificate.

Premium \$ \_\_\_\_\_  
Charges guaranteed by \_\_\_\_\_

No. Abs. Left | \_\_\_\_\_

Estate or interest to be guaranteed:

Fee simple free of liens and encumbrances

Name of party to be guaranteed:

United States of America

Residence of party to be guaranteed:

Bureau of Reclamation

Occupation of party to be guaranteed:

Legal description of premises:

See contract dated 3/27/29 between U. S. and Lilla H. S.

Vacant or Improved:

Goggin, executrix of J. M. Goggin's will and testament.

House number and street:

Value

Ground

Improvements

In possession of

Claiming under

By virtue of {  
Conveyance from  
Gift descent bequest

If by inheritance, give names of other descendants

Marriage relation of present owner

{  
Married  
Divorced  
Widowed

In whom is Record Title now vested

{  
Married  
Single

Name of Wife

Name of Husband

Homestead?

If not, what property is claimed as homestead?

Has property ever been occupied as homestead?

When?

Residence of present owner

Occupation of present owner

How to be conveyed

Warranty deed

Is any building now being constructed or repaired on the premises?

Any contract for improvements contemplated or entered into?

Has any material been delivered on the premises, and by whom?

When?

Mechanic's Lien on the premises

HHB skx

El Paso, Texas.

April 6, 1929

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

Dear Sir:

There is transmitted herewith original land purchase between The United States of America and Lilla H.S. Goggin, independent executrix of last will and testament of J. M. Goggin, deceased, which kindly record, billing the Bureau of Reclamation with appropriate recording fee. The cloth plat is for your files.

Very truly yours,

H.H. Berryhill,

Acting Chief Clerk.

Encl.

FEES \$ *754.00*

EL PASO, TEXAS, *MAY 3* 1929

RECEIVED FOR RECORD THE FOLLOWING INSTRUMENT:

NO. *of copy notate #5244 Jms. Morgan*  
*estate*  
*on April acct.*

*[Signature]*

W. D. GREET, COUNTY CLERK,

*[Signature]*  
DEPUTY

RETURN THIS RECEIPT



## OFFICERS

TOM B. NEWMAN  
*President*  
N. H. GILLOT  
*Vice-President*  
JAMES W. GIBB  
*Vice Pres. & Treas.*  
A. G. FOSTER  
*Secretary*  
B. E. SCHWARZBACH  
*Asst. Sec'y*

## Pioneer Abstract &amp; Guarantee Title Company

*First National Bank Building**El Paso, Texas*

## DIRECTORS

W. H. BUCHER  
A. H. CULWELL  
JAMES W. GIBB  
N. H. GILLOT  
TOM B. NEWMAN  
H. H. NEWMAN  
M. C. WILCOX

## LEGAL DEPARTMENT

W. W. TURNER  
W. H. BURGESS  
A. H. CULWELL  
J. M. POLLARD

May 13, 1929,

Bureau of Reclamation,  
Toltec Club Bldg.  
El Paso, Texas,

Gentlemen:

Att:Mr.H.J.S.Devries,  
In Re:C/6417,

In connection with the Goggin land purchase we beg to advise that we have received a tax certificate covering the 5.25 acres showing all taxes paid up to and including the year 1928, and have also been presented with a release of the deed of trust lien set out in our report of April 29. This leaves only the 1923 taxes on Survey #250, Socorro Grant, to be taken care of before the transaction may be consummated.

Very truly yours,

  
Asst. Secretary,

BES:MF.

El Paso, Texas

March 15, 1930.

From: District Counsel

To: Superintendent, El Paso, Texas.

Subject: Acquisition of land - Opinion of title to land described in contract dated March 27, 1929 with Lilla H. S. Goggin Independent Executrix of the last will and testament of J. M. Goggin, deceased, area 3.42 acres; consideration \$103.25 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. 6417 of the New York Title and Mortgage Company procured through the Pioneer Abstract & Guarantee Title Company of El Paso, Texas dated March 5, 1930.

2. All taxes for the year 1929 and for prior years have been paid and although taxes under the Texas law become a lien as of January 1 of the taxable year, yet the taxing officials have not completed assessments and levies for 1930 and this may accordingly be disregarded.

3. There may accordingly be paid to the grantor the consideration named in the contract of \$103.25 as there are no deductions to be made. Original and two copies of deed, and Certificate of Guarantee of Title are transmitted herewith.

- - - - -

cc- Denver  
Washington