

18

FADILLA, JUAN, et. ux., Anunciacion C.

WARRANTY DEED

RIVERSIDE CANAL (183)

0023-0080-0023-00

14-(23) Texas

2

CH

El Paso, Texas, June 3, 1918.

County Clerk for El Paso County.

El Paso, Texas.

Dear Sir:

Inclosed herewith for official record are two quit-claim deeds, as follows:

Deed dated June 3, running from Macario Carrasco to the United States.

Deed dated June 3, running from Juan Padilla to the United States.

Very truly yours,

P W DENT CPH

District Counsel.

2

2 incs.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Area included in W.D. from J. Padilla - 14-(23) Texas  
El Paso, Texas, June 10 - 1918, 19 18

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

Subject: Forwarding ~~contract for approval~~ donation deed for acceptance.

The contract described below is forwarded herewith.

Deed Agreement dated June 3, 1918 Rio Grande Project.

Executed by Juan Padilla

Way to the United States.

Estimated amount involved, \$ 0 (See Reverse, Par. 3.)  
Authority 10.4-6-3.

Purpose of agreement: Donation of right of way for San Elisario  
main canal.

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

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

at El Paso, Texas, of the approval of the above.

Inclos.: Original deed.  
Certificate as to title.  
2 blueprint.

L. M. LAWSON

(Signature.)

Denver, Colo., , 19

It is recommended that the above-described contract be approved

Inclosures:

- \_\_\_\_\_ copies of contract.
- \_\_\_\_\_ copies of form letters of transmittal.

Chief of Construction.

Washington, D. C., JUL 10 1918

Contract (and bond, if any), was ~~approved by~~ Accepted:

on JUL 19 1918 Morris Bien, Acting Director

JUL 19 1918 Morris Bien, Acting Director

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 **March 7th**, 192**8**, with  
**Juan Padilla and Amunacion C. Padilla**

1. State purpose for which the land is required.

**Riverside Canal**

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

**8.57 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.

**Juan Padilla, R.F.D. #1, Teleta, Texas**  
**Amunacion C. Padilla, his wife, R.F.D. #1, Teleta, 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.

**Yes.**

7-523t  
August, 1927  
Approved by the Department  
January 4, 1928

DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

6-1410

of habeas corpus in habeas corpus 3 and 3 the contract is not in the contract office, the contract  
does not relate absolutely to a project or project of the contract is not in the contract office, the contract  
contract and not to the General Accounting Office and a copy of same for the contract is not in the contract  
2. EXCESSIONS—Where money is paid for the contract is not in the contract office, the contract

contract is prepared and executed (here) notice the office indicated on the form by letter of copies of the form

the contract (other than the project office) the office of contract in office of secondly in the contract office, the contract

form, relating to a copy of the contract, and bond, if any, relating to the contract, the contract office, the contract

the form, and in accordance with the contract, the contract office, the contract office, the contract office, the contract

and bond, if any, relating to the contract, the contract office, the contract office, the contract office, the contract

amount involved, \$803.25; authority, No. 101 (or clearing account, etc.) (wife)

purpose, Purchase of land.

Reference: (a) copy for contract office; (c) copy for contract office; (d) copy for contract office; (e) copy for contract office

(c) for contract office in the office of contract office; (d) for contract office; (e) for contract office; (f) for contract office

including copy for the contract office; (d) for contract office; (e) for contract office; (f) for contract office; (g) for contract office

ent at El Paso, Texas; District Counsel at El Paso, Texas; and

(d) for contract office in the office of contract office; (e) for contract office; (f) for contract office; (g) for contract office

including copy for the contract office; (d) for contract office; (e) for contract office; (f) for contract office; (g) for contract office

(c) copy for contract office; (d) copy for contract office; (e) copy for contract office; (f) copy for contract office; (g) copy for contract office

to the: 1) On this date the above-described contract was executed (or) passed and bond, if

any, approved (or) passed, by this office, and transmitted to district counsel for legal

approval. Acting

3. NUMBER OF COPIES OF CONTRACT AND BOND, IF ANY—Copies of the contract and bond, if any, are prepared by

inclosures: (a) copy for contract office; (c) copy for contract office; (d) copy for contract office; (e) copy for contract office

(a) Original and 5 copies of this form.

(a) Original and 4 copies of contract.

(c) for contract office; (d) for contract office; (e) for contract office; (f) for contract office; (g) for contract office

contract office; (d) for contract office; (e) for contract office; (f) for contract office; (g) for contract office

(a) On this date the above-described contract, with bond, if any, (was given) legal

approval by this office, and transmitted to the office.

inclosures: (a) copy for contract office; (c) copy for contract office; (d) copy for contract office; (e) copy for contract office

Original and 4 copies of this form.

Original and 4 copies of contract.

(a) for contract office; (d) for contract office; (e) for contract office; (f) for contract office; (g) for contract office

(a) On this date the above-described contract was executed, and bond, if any,

approved by this office.

(a) for contract office; (d) for contract office; (e) for contract office; (f) for contract office; (g) for contract office

(a) On this date the above-described contract, with bond, if any, was passed by this

office and transmitted to the Washington office.

inclosures: (a) copy for contract office; (c) copy for contract office; (d) copy for contract office; (e) copy for contract office

Original and 4 copies of this form.

Original and 4 copies of contract.

(a) for contract office; (d) for contract office; (e) for contract office; (f) for contract office; (g) for contract office

(a) On this date the above-described contract was executed, and bond, if any,

approved by this office.

(a) for contract office; (d) for contract office; (e) for contract office; (f) for contract office; (g) for contract office

(a) On this date the above-described contract was executed, and bond, if any,

approved by this office.

(a) for contract office; (d) for contract office; (e) for contract office; (f) for contract office; (g) for contract office

(a) On this date the above-described contract was executed, and bond, if any,

approved by this office.

El Paso, Texas,

February , 1928.

To the U. S. Department of Interior,  
Bureau of Reclamation,  
El Paso, Texas.

Gentlemen:

You are hereby authorized and instructed to pay  
to the Cotton Finance & Trading Corporation, of El Paso, Texas,  
out of any funds now owing or that may be hereafter owing to  
me out of proceeds from my land at Socorro, Texas, condemned  
by the Government for irrigation purposes, the sum of \$253.77  
with interest thereon from November 1st, 1927 to date of pay-  
ment at the rate of ten per cent per annum; and you will please  
make this payment and charge my account with this sum.

Yours very truly,

*Juan Padilla*

Witnesses:

*C. M. Butcher*

OFFICERS:  
ROBERT T. HOOVER, PRESIDENT  
JNO. W. BOULDIN, VICE-PRES.  
G. C. MOORE, SECY-TREASURER

DIRECTORS:  
JNO. W. BOULDIN  
ROBERT T. HOOVER  
C. O. LAMBERTH  
G. C. MOORE



# Cotton Finance and Trading Corporation

CAPITAL \$250,000.00  
COTTON EXCHANGE BUILDING  
STANTON ST. AT MYRTLE AVE.

**El Paso, Texas**

March 7, 1928

U. S. Department of Interior  
Bureau of Reclamation  
El Paso, Texas

Gentlemen:

Enclosed you will find original Order given this Corporation by Juan Padilla, authorizing you to pay to us out of proceeds of land at Socorro, Texas, condemned by the Government for irrigation purposes, the sum of \$253.77 with interest from November 1st, 1917, to date of payment at the rate of ten per cent per annum.

We ask, please, that you act in accordance with the contents of this order. In the event you are unable to do this, we will appreciate your indicating on your records that this order has been given, so that when settlement is made by you with Padilla, you will require a representative of this Corporation to be present, for the purpose of effecting this settlement with Padilla at that time.

Yours very truly,

A handwritten signature in dark ink, appearing to read "R. Hoover".

President.

RTT:ms

El Paso, Texas, March 31, 1928.

W. D. Greet, Esquire,  
Clerk of El Paso County,  
El Paso, Texas.

Dear Sir:

There is transmitted herewith original land purchase contract between the United States and Juan Padilla and wife dated March 7, 1928, which kindly record and return billing to the Bureau of Reclamation for the appropriate recording fee.

Very truly yours,

H.J.S. Devries,  
District Counsel.

Enclosure:  
Contract



Mr. H. J. Devries #2

Apr. 13, 1928

On December 17th, 1913, Epifanio Ortiz and wife filed a suit numbered 10511 in the 34th District Court against Juan Padilla in trespass to try title and damages on 32.6 acres in Socorro Grant. This suit was later dismissed by the Court for want of prosecution--\$9.20 court costs have accrued therein which should be paid.

Since there is no record title to this tract we will require a deed from Juan Padilla and his wife, Imelda Padilla, if she is of age, Francisca Lujan de Ortiz and her husband, Epifanio Ortiz and Virginia Lujan de Carrasco and her husband.

Yours very truly,



Manager.

AGF

## OFFICERS

W. H. BUCHER  
President

N. H. GILLOT  
Vice-President

TOM B. NEWMAN  
Vice-President

JAMES W. GIBB  
Treasurer

A. G. FOSTER  
Secretary

# Pioneer Abstract & Guarantee Title Company

First National Bank Building

El Paso, Texas

April 13th, 1928

## DIRECTORS

W. H. BUCHER  
C. L. HILL  
N. H. GILLOT  
TOM B. NEWMAN  
JAMES W. GIBB

LEGAL DEPARTMENT  
W. W. TURNER  
W. H. BURGESS  
A. H. CULWELL  
R. L. HOLLIDAY  
J. M. POLLARD

Mr. H. J. Devries, District Counsel, Bureau of Reclamation  
Toltec Club Building,  
El Paso, Texas.

Dear Sir:

We have examined the title to 8.13 acres out of a 32.6 acre tract in the Socorro Town Grant supposed to belong to Juan Padilla.

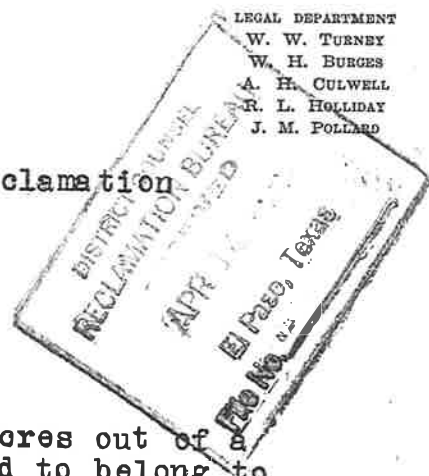
The title to this property is very incomplete and it will be necessary to get several deeds before we can insure the title.

So far as we can find, there is only one deed of record which affects this title, viz: a deed from Paula Padilla de Lujan, a feme sole, and widow of Jose Maria Lujan, to Juan Padilla, Jr. dated June 2, 1909, filed Sept. 22, 1909.

A brief history of this title is as follows: The Corporation is supposed to have conveyed the 32.6 acres to Jose Maria Lujan. J. M. Lujan died many years ago and left surviving him his widow and two daughters, Francisca, who married Epifanio Ortiz and Virginia, who married a man by the name of Carrasco.

According to an unrecorded partition deed, dated June 8, 1909, executed by Juan Apodaca and Cecilio Cadena, who seem to have been appointed commissioners to partition the estate of Jose Maria Lujan on his death bed, 33.45 acres, known as the homestead, were given to Paula Lujan (widow), together with certain livestock. The two daughters received other property.

According to an unrecorded will of Paula Padilla de Lujan, dated Oct. 1, 1909, the testator declares that she is in possession of a house consisting of four rooms and a portol and the adjoining piece of land containing 6 acres and personal property. She bequeaths in her will to Imelda Padilla, the daughter of her nephew, Juan Padilla and Annunciacion Padilla, his wife, the house containing five rooms and a portol, with all of the goods contained therein, also the land surrounding the house containing about 6 acres. The will further recites that Paula Padilla de Lujan has raised this child since she was one year old and that she has adopted said child as her daughter.



El Paso, Texas, April 14, 1928.

Mr. Juan Padilla,  
R. F. D. #1,  
Ysleta, Texas.

Dear Mr. Padilla:

With reference to the land purchase contract dated March 7, 1928, between the United States and yourself and wife for the purchase of 8.13 acres in the Socorro Grant from you for right of way, we are now advised by the Pioneer Abstract and Guarantee Title Company who have been requested to execute a certificate of guarantee of title covering this purchase, that the title to this property is very incomplete and that it will be necessary to get several deeds before that company can insure the title.

The Abstract Company calls attention to a suit which was filed on December 17, 1917, in the 34th District Court contesting your title to 32.6 acres in Socorro Grant. This suit was later dismissed by the court for want of prosecution but \$9.20 court costs have accrued in that case which must be paid.

Since there is no record title to this tract there will be required a deed from yourself and wife, Francisca Lujan de Ortiz and her husband, Epifanio Ortiz, and Virginia Lujan de Carrasco and her husband, as well as a deed from Imelda Padilla, if she is of age. Kindly advise us whether or not Imelda Padilla is of full legal age. If not, it will be necessary to have a guardian appointed and a court order authorizing execution of such deed. If all of these people are available probably they could all be included in one deed to be acknowledged by each of them separately.

We shall greatly appreciate your early advice to the effect that the court costs above mentioned have been paid and that you are prepared to give a deed from all of the above-named parties.

As provided in the contract it will also be necessary to have all taxes paid up in full before we can accept the title and make payment of the \$803.25 provided in the contract.

Very truly yours,

H.J.S. Devries,  
District Counsel.

El Paso, Texas, May 20, 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 3/7/28 with Juan Padilla and Amnociacion C. Padilla, his wife, area 3.57 acres; consideration \$803.25 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. C/5285 of the Pioneer Abstract & Guarantee Title Company dated January 21, 1929 and Warranty Deed from the grantors dated December 22, 1928.

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 grantors Juan Padilla and Amnociacion C. Padilla, his wife, the sum of \$128.93, being the consideration named in the contract of \$803.25 less a deduction of \$674.32 for State and County taxes paid by the United States. The original contract bearing symbol No. 116r-297 has already gone forward. Original and two copies of warranty deed, title guarantee certificate and tax certificates are transmitted herewith.

- - -

H. J. S. Devries,

cc- Denver  
Washington

THE STATE OF TEXAS, }  
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

THAT Juan Padilla and Anunciacion O. Padilla, his wife  
of Isleta

of the County of El Paso, State of Texas, in consideration of the sum of (\$903.25)  
Eight hundred three and 25/100 ----- DOLLARS,

to them in hand paid by THE UNITED STATES OF AMERICA

the receipt of which is hereby acknowledged  
has been Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said  
THE UNITED STATES OF AMERICA

~~XXXXXXXXXXXX~~ ~~and~~ ~~XXX~~, all that certain

tract or parcel of land lying in the County of El Paso and State of Texas and more particularly described as follows, to-wit: A tract of land included in a tract of land lying and situate in El Paso County, Texas, approximately 1 mile south, Southwest of the Catholic Church in the town of Socorro, Texas, and in the east one-half (E $\frac{1}{2}$ ) of Section thirteen (13) Township thirty-two (32) South, Range Six (6) East Bureau of Reclamation Survey, being also in the Socorro Grant and more particularly described as follows:

Beginning at station (83 plus 33.4) a point at which the center line of the Riverside Canal is intercepted by producing a line which is the property line between the tract herein described and survey two hundred fifty-four (254) of the Socorro Grant, and from which point the northeast (NE) corner of said section thirteen (13) bears North forty-four degrees twenty-four minutes twenty-three second (N44°24'23") East three thousand three hundred five and no tenths (3305.0) feet; thence North seventy degrees thirteen minutes thirty seconds (N70°13'30") East along the northwesterly boundary of the tract herein described at one hundred thirty-nine and four tenths (139.4) feet intercepting the center line of the Socorro Intercepting Drain, a total distance of one hundred eighty-two and no tenths (182.) feet to a point, the northeast corner of this tract; thence South forty-two degrees fifty-three minutes (S42°53') East two thousand ninety-two and five tenths (2092.6) feet to a point on the property line between the grantor and V. Ortiz; thence along the said property line of V. Ortiz South twenty five degrees forty-three minutes thirty seconds (S25°43'30") West at forty-seven and six tenths (47.6) feet intercepting center line of the Socorro Intercepting drain at station (14 plus 73.0) a total distance of one hundred seventy-two and four tenths (172.4) feet to station

TO HAVE AND TO HOLD the above described premises unto the said United States of America and its heirs and assigns forever. Witness my hand and seal of the United States of America at the City of Washington this 10th day of December 1914.

up (105 plus 60.3) a point on the center line of the Riverside Canal and from which point the Northeast (NE) corner of said section thirteen (13) bears north eleven degrees fourteen minutes (N11°14') East four thousand sixty-five and nine tenths (4065.9) feet; thence North forty-three degrees three minutes forty-five seconds (N43°03'45") West along said center line of the Riverside Canal two thousand two hundred twenty-six and nine tenths (2226.9) feet to point of beginning said tract containing eight and thirteen hundredths (8.13) acres more or less of which four and fifty-six hundredths (4.56) acres is occupied by the Franklin Feeder (San Elizaric) Canal and is the property of the United States and the remainder of three and fifty-seven hundredths (3.57) acres is the parcel intended to be hereby conveyed, all as shown on the Bureau of Reclamation Survey plat attached hereto and made a part hereof. A. D. 19

Witnesses at Request of Grantor

JUAN PADILLA  
ANUNCIACION O. PADILLA



THE STATE OF TEXAS, }  
COUNTY OF EL PASO, }

*San Elizario*  
Know all Men by these Presents:

THAT **I, Juan Padilla,**

of the County of **El Paso**, State 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**, in pursuance of the provisions of the act of June 17, 1902 (32 Stat. 388),

~~of the County of~~ ~~State~~ ~~of~~ 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**

~~has~~ 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 east half of fractional section thirteen (13), township thirty-two (32) south, range six (6) east, United States Reclamation Service survey, being also in the Socorro Grant and more particularly bounded and described as follows: Beginning at the north-west corner of the land of the Grantor herein and northeast corner of land owned by the J. Armenderes Estate, a point on the south line of land owned by E. S. Newman Estate, from which point the southeast corner of said section thirteen (13) lies south two thousand nine hundred thirty-eight and six-tenths (2,938.6) feet and east two thousand three hundred and four-tenths (2,300.4) feet; thence with said line north 73°10' east sixty-three and one-tenth (63.1) feet; thence south 43°05' 45" east two thousand one hundred sixty-four and three-tenths (2,164.3) feet to the property line between the Grantor herein and V. Ortiz; thence with said property line south 25°43' west fifty-four and five-tenths (54.5) feet to the corner of said V. Ortiz land on the east line of land owned by J. Armenderes Estate, from which the south east corner of said section thirteen (13) lies south one thousand three hundred nineteen and five-tenths (1,319.5) feet and east seven hundred seventy-nine and two-tenths (779.2) feet; thence with the east line of said Armenderes Estate north 43°15' west two thousand two hundred eleven and nine-tenths (2,211.9) feet to the place of beginning; said tract of land containing two and sixty-nine hundredths (2.69) acres, more or less, of which one and seventy-nine hundredths (1.79) acres is occupied by the old San Elizario canal and is the property of the United States, and the remainder or nine-tenths (0.9) acres being outside of the old canal lines and being the land 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**

~~has~~ assigns forever.

WITNESS **my** hand, this the **3d** day of **June**, A. D. 191 **8**

**JUAN PADILLA**

Witnesses at Request of Grantor

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated March 7, 1928, between the United States of America, and Juan Padilla and Anunciacion C. Padilla, and 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 21st day of March, 1928.

Geo. W. Hoadley

Junior Engineer  
Bureau of Reclamation.

REPORT OF BOARD OF APPRAISAL

We, the undersigned, members of a board designated to fix value of 3.57 acres of land to be purchased by the United States from Juan Padilla and Amunciacion C. Padilla, for right-of-way for the Riverside Canal of the Rio Grande Federal Irrigation Project, described in agreement to sell dated March 7, 1928, find that the fair and reasonable value of said land is the sum of \$803.25.

El Paso, Texas March 21st, 1928

G. W. Huffman  
Representative El Paso County  
Water Improvement District  
No. 1.

Geo. W. Hoadley  
Representative U. S. Bureau of  
Reclamation.



CERTIFICATE BY PROJECT SUPERINTENDENT

I hereby certify that the land described in attached land purchase contract dated March 7, 1928, between the United States of America and Juan Padilla and Anunciacion C. Padilla, is required for purposes authorized by the Act of June 17, 1902, of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, \$803.25, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 21st day of March, 1928.

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

CERTIFICATE.

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

A tract of land in E $\frac{1}{2}$  frac. sec. 13, T. 32 S., R 6 E., United States Reclamation Service survey, El Paso County, Texas, more particularly described in quitclaim deed dated June 3, 1918, running from Juan Padilla to the United States of America:

That the tax records of said county indicate Juan Padilla, 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,  
June 5, 1918.

(D116)

## CERTIFICATE OF ACKNOWLEDGMENT.

STATE OF TEXAS

COUNTY OF EL PASO

ss: B.O. 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 2 hereof.

(a) I, Geo. W. Hoadley, a Notary Public

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

Juan Padilla and Anunciacion C. Padilla his wife

who are personally known to me to be the persons whose name 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 their free and voluntary act, for the uses and purposes therein set forth.

(b) I further certify that I did examine the said Anunciacion C. Padilla 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 21st day of March, 1929

Geo. W. Hoadley  
Notary Public  
My commission expires June 1, 1929

## COUNTY RECORDER'S CERTIFICATE.

State of Texas. I hereby certify that this instrument was filed for record at my office at 10:30 o'clock a.m., Apr. 2, 1929, and is duly recorded in Vol. 496 of the County Records, Page No. 47. By A. D. W. Shaw, County Recorder. Fees, \$.

## AFFIDAVIT OF DISINTERESTEDNESS.

State of Texas. I, Geo. W. Hoadley, do hereby certify that I am not interested in the said instrument, and that the papers accompanying include all those relating to the said contract, as required by the statute in such case made and provided.

Subscribed and sworn to before me at El Paso, Texas, this 21st day of March, 1929. A. D. W. Shaw, County Recorder.

mission expires June 1, 1929

Geo. W. Hoadley  
Notary Public

nate by limitation at the expiration of <sup>three</sup> months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs and assigns of the Vendor, and also the assigns of the United States.

9. The Vendor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the United States, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid: *Provided, however*, It is understood that this covenant does not apply to the selling of goods through a bona fide commercial representative employed by the Vendor in the regular course of his business in dealing with customers other than the Government and whose compensation is paid, in whole or in part, by commissions on sales made, nor to the selling of goods through established commercial or selling agents or agencies regularly engaged in selling such goods.

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. 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.H. Fick  
Project Manager, U. S. R. S.  
Acting Superintendent

P. O. Address

Juan Padilla

Vendor.

P. O. Address

Emuncacion C. Padilla,

Vendor.

P. O. Address

Vendor.

P. O. Address

Approved:

P. O. Address H. E. D. El, Yalata, Texas.

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



intercepting center line of the Socorro Intercepting drain at station (14 plus 73.0) a total distance of one hundred seventy-two and 4 tenths (172.4) feet to station (105 plus 60.3) a point on the center line of the Riverside Canal and from which point the Northeast (NE) corner of said section thirteen (13) bears north eleven degrees fourteen minutes (N11°14') East four thousand sixty-five and nine tenths (4065.9) feet; thence North forty-three degrees three minutes forty-five seconds (N 43°03'45") west along said center line of the Riverside Canal two thousand two hundred twenty-six and nine tenths (2226.9) feet to point of beginning said tract containing eight and thirteen hundredths (8.13) acres more or less of which four and fifty-six hundredths (4.56) acres is occupied by the Franklin Feeder (San Elizario) Canal and is the property of the United States and the remainder or three and sixty-seven hundredths (3.57) acres is the parcel intended to be hereby conveyed.

3. In consideration of the premises the Vendor further agrees upon receipt of notice that this agreement has been approved on behalf of the Reclamation Service to furnish promptly, at his own expense, an abstract of title which shall later be extended to include any instruments subsequently recorded in connection herewith and also the record of the conveyance made pursuant to this agreement: *Provided*, That if the Vendor fails or refuses to furnish proper abstract of title within sixty days after notice that this agreement has been approved, or if within such period written request be made by the Vendor, such abstract may be procured by the United States at the expense of the Vendor and the cost thereof deducted from the purchase price.

4. The Vendor further agrees to procure and have recorded at his own cost all assurances of title and affidavits which he may be advised by the proper Government officials are necessary and proper to show complete title in fee simple unincumbered, and the time spent in procuring, recording, and transmitting the same to the officer acting on behalf of the United States (and in furnishing or securing abstract of title) shall be added to the time limit of this agreement.

5. In consideration whereof, the United States agrees that it will purchase said property on the terms herein expressed, and upon execution and delivery of the deed provided in article 2 and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it will cause to be paid to the Vendor as full purchase price and full payment for all damages for entry upon the above-described land and the construction, operation, and maintenance of reclamation works under said act, the sum of **eight hundred three 25/100**

dollars (\$ **803.25** ), by U. S. Treasury warrant or fiscal officer's check.

6. Liens or incumbrances existing against said premises may, at the option of the United States, be removed at the time of conveyance by reserving the amount necessary from the purchase price and discharging the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or incumbrance as against this agreement, nor as an assumption of the same by the United States.

7. The Vendor may retain possession of said premises until notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops

thereon until ; except that the proper officers and agents of the United States may 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, pursuant to said act of Congress, free of any claim for damage or compensation on the part of the Vendor.

8. This agreement shall become effective to bind the United States to purchase said premises immediately upon its approval by the proper supervisory officer of the Reclamation Service, and shall termi-

COMMISSIONER

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Rio Grande Project

Rio Grande  
PROJECT,

This Agreement, made **March 7th**, 192**9**, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof and supplementary thereto, between THE UNITED STATES OF AMERICA, hereinafter styled the United States, by **Juan Padilla**, Project Manager, United States Reclamation Service, thereunto duly authorized, and subject to the approval of the proper supervisory officer of the United States Reclamation Service, and **Amunacion C. Padilla**, his wife,

**Yaleta**, of the County of **El Paso**, State of **Texas**,  
(P. O. address.)

hereinafter styled Vendor, **thier** heirs, executors, administrators, successors, and assigns, all duly

WITNESSETH: The parties covenant and agree that **General warranty deed**  
2. For and in consideration of the payment of the amount specified herein, upon the conditions herein named and of the mutual benefits to be derived from the construction of reclamation works either upon or in the vicinity of the lands herein described, the Vendor hereby agrees upon the terms and conditions hereinafter stipulated to sell and by good and sufficient **General warranty deed**

deed convey to the United States of America free of lien or incumbrance the following-described real estate which is **their homestead** property situated in the County of **El Paso**, State of **Texas**, **Homestead, community, separate.**

A tract of land included in a tract of land lying and situate in **El Paso** County, Texas, approximately 1 mile south, Southwest of the Catholic Church in the town of Socorro, Texas, and in the east one-half (1/2) of Section thirteen (13) Township thirty-two (32) South, Range Six (6) East Bureau of Reclamation Survey, being also in the Socorro Grant and more particularly described as follows:

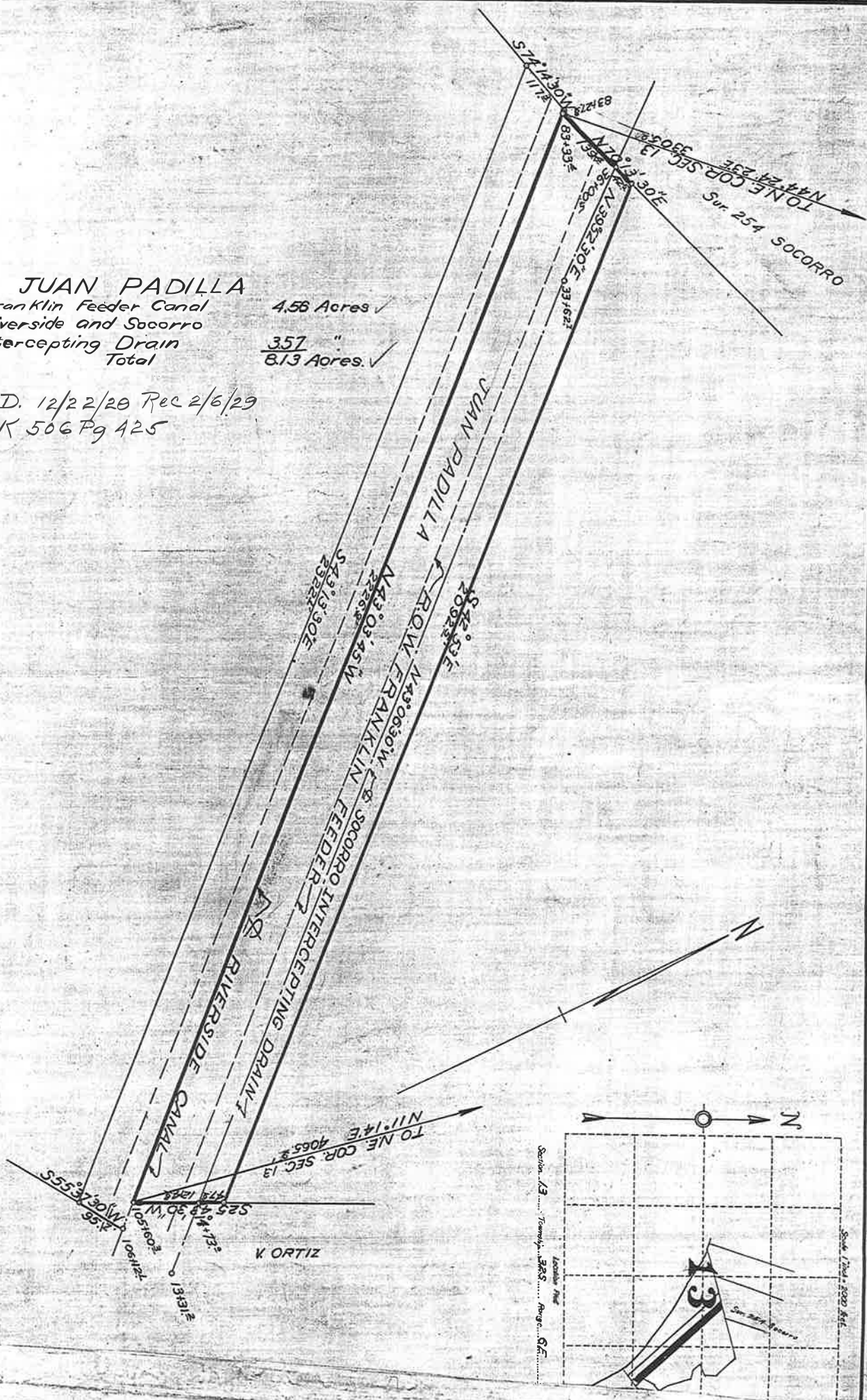
Beginning at station (83 plus 33.4) a point at which the center line of the Riverside Canal is intercepted by producing a line which is the property line between the tract herein described and survey two hundred fifty-four (254) of the Socorro Grant, and from which point the northeast (NE) corner of said section thirteen (13) bears North forty-four degrees twenty-four minutes twenty-three seconds (N44°24'23") East three thousand three hundred and no tenths (3305.0) feet; thence North seventy degrees thirteen minutes thirty seconds (N70°13'30") East along the northwesterly boundary of the tract herein described at one hundred thirty-nine and four tenths (139.4) feet intercepting the center line of the Socorro Intercepting Drain, a total distance of one hundred eighty-two and no tenths (182.0) feet to a point, the northeast corner of this tract; thence South forty-two degrees fifty-three minutes (S42°53') East two thousand ninety-two and five tenths (2092.5) feet to a point on the property line between the grantor and V. Ortiz; thence along the said property line of V. Ortiz South twenty five degrees forty-three minutes thirty seconds (S25°43'30") west at forty-seven and six tenths (47.6) feet

Correct as to engineering data. C.V.H.



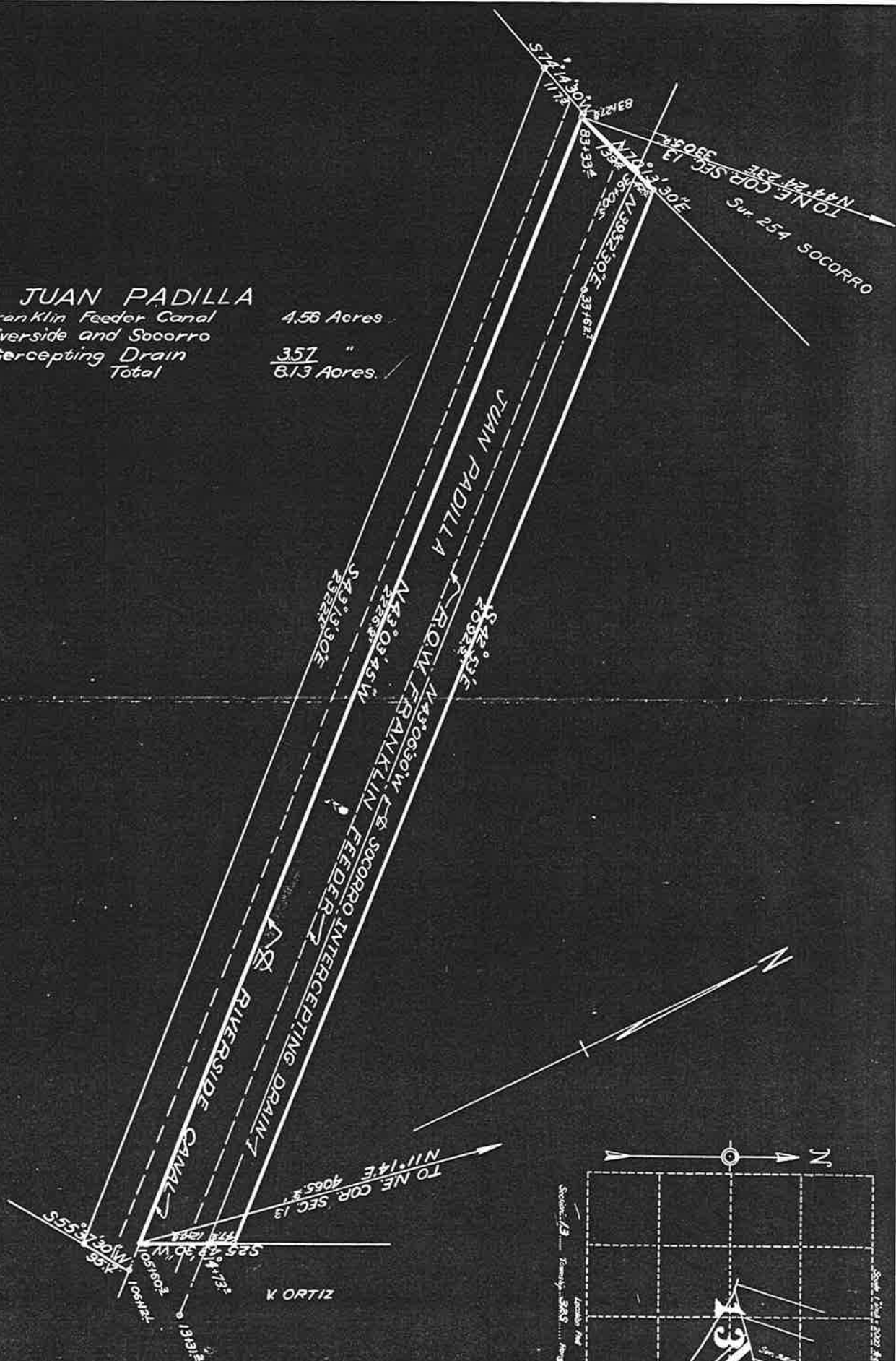
**JUAN PADILLA**  
 R.O.W. Franklin Feeder Canal 4.56 Acres ✓  
 R.O.W. Riverside and Socorro  
 Intercepting Drain 357 "  
 Total 8.13 Acres ✓

W.D. 12/22/20 Rec 2/6/29  
 BK 506 Pg 425



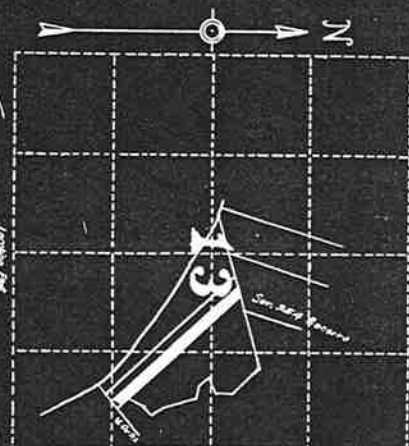
DEPARTMENT OF THE  
 UNITED STATES RECLAMATION  
 RIVERSIDE CANAL  
 SOCORRO INTERCEPTING  
 RIGHT OF WAY  
 FIELD WORK  
 DRAWN BY  
 3216-122 EL PASO, TEXAS

**JUAN PADILLA**  
 R.O.W. Franklin Feeder Canal 4.56 Acres  
 R.O.W. Riverside and Socorro 357 "  
 Intercepting Drain 8.13 Acres  
 Total 8.13 Acres



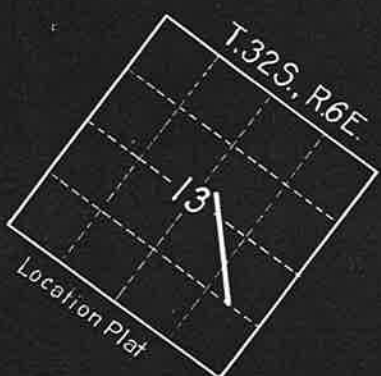
K. ORTIZ

Section 13 Township 36S Range 9E



DEPARTMENT OF THE INTERIOR  
 UNITED STATES RECLAMATION SERVICE  
 RIO GRANDE PROJECT - NEW MEXICO - TEXAS  
 RIVERSIDE CANAL  
 SOCORRO INTERCEPTING DRAIN  
 RIGHT OF WAY  
 FIELD WORK  
 DRAWN BY  
 926-4-123 EL PASO, TEXAS 1/4/64





E.S. Newman Est.

N.73°10'E 63.1'

S.29°38'5" + E.23°00'4" to S.E. Cor. 13, T.32S., R.6E.

Legend:  
R/W to be conveyed  
U.S. Property

RIGHT OF WAY  
MAP  
Through Property of  
J. PADILLA

.90 A. NEW, 1.79 A. OLD, TOTAL 2.69 A.  
E. 1/4 Sec. 13, T.32S., R.6E.  
U.S.R.S. Survey, Socorro Grant,  
El Paso County, Texas.

J. Armendarez Estate

J. Padilla

S.43°05'45"E 2164.3'

N.43°15'W 2211.9'

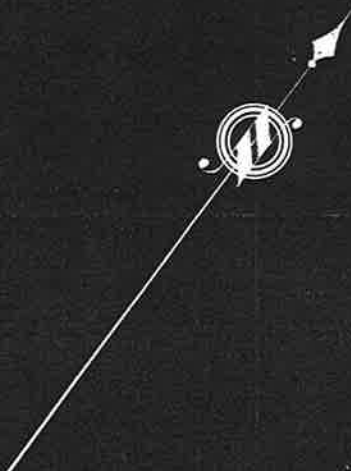
Old R.

New R/W

U.S. Property Line

69

V. Orthiz  
S.25°43'W 549.5'  
to S.E. Cor. 13, T.32S., R.6E.



Scale 1" = 200'

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE  
RIO GRANDE PROJECT, N.M.TEX.  
SAN ELIZARIO MAIN CANAL  
RIGHT OF WAY  
Drawn by G.H.T. Recommended  
Checked by K.E.L. Approved  
11/21/63 E. Pasos, Tex. Masglio