

780

ARANDA, LEO WARRANTY DEED

185

RIVERSIDE INTERCEPTING DRAIN

0023-0086-0009-00

MRD GRANDE  
7/23/

20-(7) Texas

71

THE STATE OF TEXAS, }  
COUNTY OF EL PASO.

Know all men by these presents:

Leo Aranda, a single man

of the County of El Paso, State of Texas, in consideration of the sum of (\$173.00)

One hundred seventy-three and 00/100 ----- DOLLARS,

to him in hand paid by The United States of America,

the receipt of which is hereby acknowledged

has Granted, Sold and Conveyed, and by these presents does grant, Sell and Convey unto the said

-----The United States of America-----

~~of the County of~~ and ~~of~~, all that certain tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as follows, to-wit:

A tract of land lying and situate in El Paso County, Texas, and in the North-east quarter Southeast quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ ) Section twenty-two (22) and the Northwest quarter Southwest quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$ ) Section twenty-three (23) Township thirty-three South, Range seven East (T33S-R7E) Bureau of Reclamation Survey, being also within Tract ten (10) Block thirty-eight (38) as shown on plat of the official resurvey of the Mainland San Elizario Grant, as accepted by the Commissioners' Court of El Paso County, Texas, the 13th day of January, 1930, and of record in the office of the County Clerk of said County and State, being more particularly described as follows: Beginning at a point on the line between Tracts nine and ten (9&10) Block thirty-eight (38) of said official resurvey of the Mainland San Elizario Grant and from which point an iron pipe bears South sixty-six degrees thirty-eight minutes East (S66°38'E) three hundred fifty-seven and two-tenths (357.2) feet; thence South eighty-two degrees fifty-six minutes West (S82°56'W) three hundred eighty-nine and no tenths (389.0) feet; thence North eighty degrees nineteen minutes West (N80°19'W) one hundred sixty-seven and eight tenths (167.8) feet; thence North no degrees two minutes West (N0°02'W) two hundred fifty-eight and no tenths (258.0) feet to a point on the line between tracts nine and ten (9&10) Block thirty-eight (38) of said official resurvey of the Mainland San Elizario Grant and from which point an iron pipe at the west corner of tract nine (9) bears North sixty-six degrees thirty-eight minutes West (N66°38'W) eight hundred fifty and nine tenths (850.9) feet; thence South sixty-six degrees thirty-eight minutes East (S66°38'E) six hundred and nine tenths (600.9) feet to the point of beginning, said tract of land containing one and eighty-five hundredths (1.85) acres more or less, all as shown on plat attached to contract between the grantor and grantee herein, dated December 1, 1930, and of record in Book 540, page 219, Deed Records of El Paso County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said the United States of America, its successors

~~heirs~~ and assigns forever; and he does hereby bind himself, his heirs, executors and administrators, to Warrant and forever Defend, all and singular, the said premises unto the said the United States of America, its successors

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

WITNESS his hand at El Paso, Texas, this 19th day of  
January A. D. 1931.  
Witnesses at Request of Grantor } Leo Aranda

Correct as to Engr. Data 2/11/31

SINGLE ACKNOWLEDGMENT.

THE STATE OF TEXAS,

County of El Paso.

Before me Geo. W. Hoadley

a Notary Public

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

Leo Aranda, a single man,

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 19th day of January A. D. 19 51.

Geo. W. Hoadley

My Com. Ex. 6/1/51.

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, on 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

CLERK'S CERTIFICATE.

THE STATE OF TEXAS,

County of El Paso.

I, W. D. Greet, Clerk of the County Court

of said County, do hereby certify that the above instrument of writing, dated on the day of Jan. A. D. 19 51, with its certificate of authentication, was filed for record in my office this 19 day of Jan. A. D. 19 51, at 4:50 o'clock P. M. and duly recorded the 4 day of Feb. A. D. 19 51, at 8:50 o'clock A. M. in the records of said County, in Volume 542 on Pages 22

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

W. D. Greet

Clerk County Court, El Paso County, Texas.

Iva Cochran

By Deputy.

46803

Leo Aranda

TO

United States of

America

Warranty Deed

Filed for Record the 19th

day of January 19 51

at 4 o'clock and 50 minutes P. M.

W. D. Greet

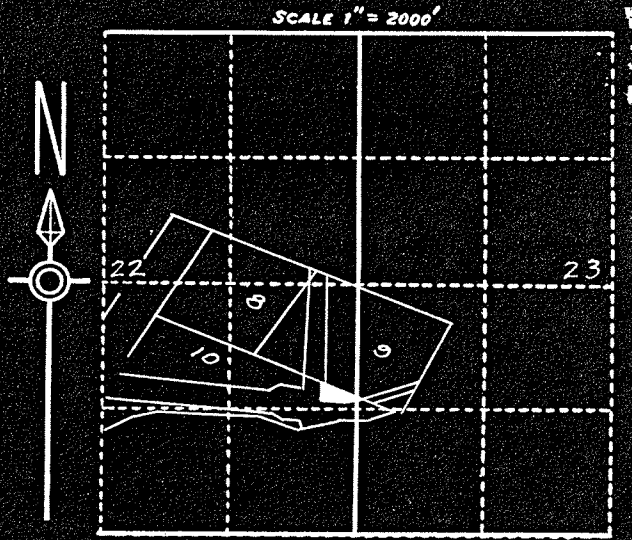
Clerk, County Court, El Paso County, Texas.

By Geo. H. Booth, Deputy

ELIUS BROS. PRINTING CO., EL PASO

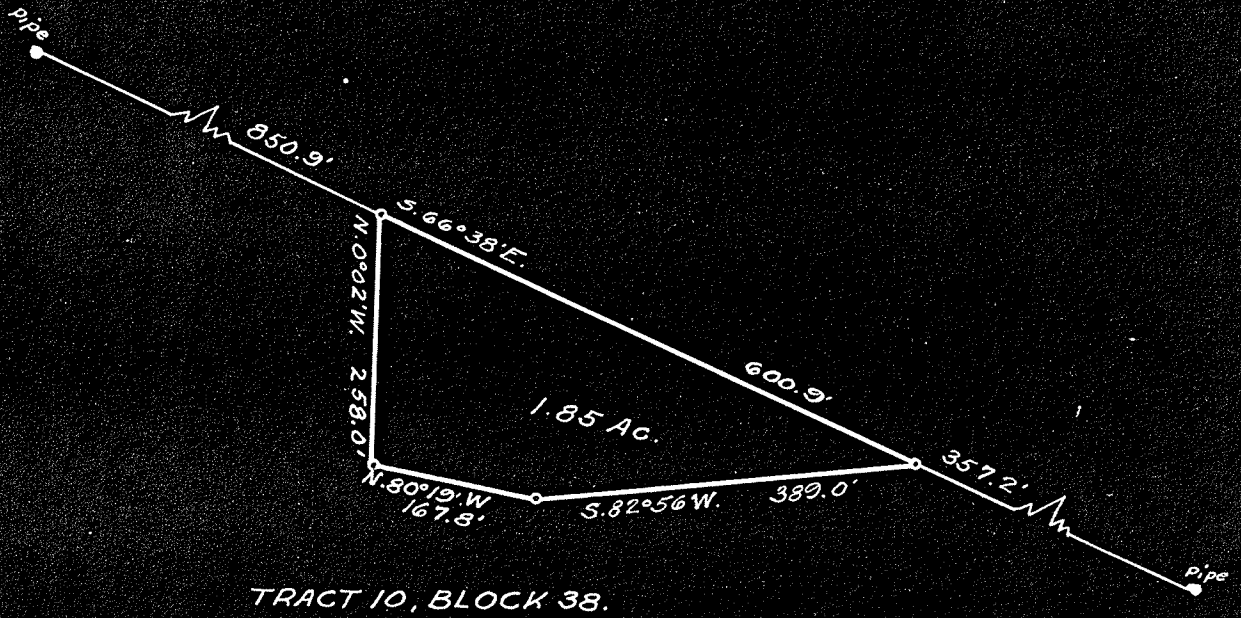
542/22

1/19/51



SCALE 1" = 2000'

LOCATION PLAT  
 S. 2223, T. 335., R. 7E.,  
 TRACT 10, BLOCK 38  
 RESURVEY OF SAN ELIZARIO  
 MAINLAND GRANT



Leo Aranda

SCALE 1" = 200'

DEPARTMENT OF THE INTERIOR  
 BUREAU OF RECLAMATION  
 RIO GRANDE PROJECT--NEW MEXICO--TEXAS  
 RIVERSIDE CANAL  
 INTERCEPTING DRAIN  
 RIGHT OF WAY

FIELD WORK *N.S.H.L.S.* CHECKED *A.A.M. G.V.V.H.*  
 DRAWN *A.A.M. G.A.* APPROVED .....

3216-L-122 EL PASO, TEX. 10/18/30

*Leo Aranda*  
*Commissioner*

FEB 18 1931

From Commissioner  
To Superintendent, El Paso, Texas  
Subject: Vouchers for payment to Leo Aranda, for land purchases, Rio Grande project.

1. The enclosures with your letter of February 14 are returned. Payment of the vouchers may be made locally. A copy of the Comptroller General's decision A-34979 of February 12, 1931, relative to this matter, has been furnished the District Counsel.

Incl. 42378

*Elwood Mead*

cc-C.E. Denver  
D.C. El Paso ✓

El Paso, Texas.

February 14, 1931

From Superintendent  
To The Commissioner, Washington, D. C.  
Subject: Land Purchase Vouchers - Rio Grande Project.

1. In connection with the recent ruling of the Comptroller General that a certificate signed by the Secretary of the Interior be acquired, to the effect that the United States has received good title to the land, before payment is made by Fiscal Agents, there are enclosed herewith two vouchers in favor of Leo Aranda, together with deeds and guarantee titles for appropriate certificate to be attached.

2. We have not received any opinion from the General Accounting Office in reply to the Secretary of the Interior's letter dated January 3, 1931, and if any information has been received by your office, we would be pleased to hear from you.

-----  
L.R.P lock

In duplicate.

Encls.

El Paso, Texas, February 5, 1931.

From: District Counsel

To: Superintendent, El Paso, Texas.

Subject: Acquisition of Land - Opinion of Title - Land Described in Contract dated December 1, 1930, with Leo Aranda, a single man; Area, 1.85 acres; Consideration, \$173.00; for Riverside Canal and Intercepting Drain - Rio Grande Project.

1. A good and indefeasible title to the real property described in the above mentioned land purchase contract is found to be now vested in the United States free and clear of liens and encumbrances as disclosed by recorded warranty deed dated January 19, 1931, from Leo Aranda to the United States and by certificate of guarantee of title of the Stewart Title Guaranty Company of El Paso, Texas, dated January 19, 1931.

2. All taxes assessed up to and including the year 1930 appear to have been paid and while taxes in Texas become a lien as of the first of the taxable year, the taxing officials of Texas have not made levies or assessments for the year 1931 and consequently taxes for the year 1931 have not attached to the property acquired by the United States.

3. The consideration named in the contract, namely \$173.00, may now be paid to the contractor.

4. Because of the recent ruling of the Comptroller General to the effect that the special fiscal agent at El Paso is not authorized to pay under such land acquisition transactions, but that the payment can only follow a certificate from the Secretary of the Interior that the United States received good title to the land, it will probably be necessary to send the deed and all related papers to Washington for appropriate certificate of the Secretary of the Interior to be attached.

5. The original and two copies of the recorded deed and the original of the certificate of guarantee of title are transmitted herewith.

- - - - -

H. J. S. Devries

cc - Comm'r, Washington  
C. E., Denver

*File*  
*Leo Aranda*  
*Jane Aranda*

El Paso, Texas, January 26, 1931.

Mr. Ben R. Howell,  
c/o Jones, Goldstein, Hardie & Grambling,  
Bassett Tower,  
El Paso, Texas.

Dear Mr. Howell:

Receipt is acknowledged of your letter of January 20th, 1931, transmitting title certificates covering three acres of land purchased by the United States from Leo Aranda in Survey 24 and 1.85 acres in the Mainland San Elizario Grant.

The two bills for the certificates in the sum of \$30.00 each have been placed in line for payment. I note, however, that you request that the check for one of the certificate fees be made payable to Leo Aranda and sent to him. I regret that it will not be possible for the Fiscal Agent to make payment on account of the certificate fees to anyone other than the Stewart Guaranty Title Company.

Very truly yours,

H. J. S. Devries,  
District Counsel.



JONES, GOLDSTEIN, HARDIE & GRAMBLING

ATTORNEYS AND COUNSELORS AT LAW

SEVENTH FLOOR, BASSETT TOWER

EL PASO, TEXAS

CYRUS H. JONES  
A. H. GOLDSTEIN  
THORNTON HARDIE  
ALLEN R. GRAMBLING  
BEN R. HOWELL

January 20th, 1931.

U. S. Bureau of Reclamation,  
Toltec Club Building,  
El Paso, Texas.

Attention - Mr. DeVries.

Gentlemen:

We enclose herewith two Owner's Certificates guaranteeing the title in the United States of America to three acres of land in Survey 24, Mainland in the San Elizario Grant in El Paso County, Texas, and 1.85 acres of land on the Mainland in the San Elizario Grant in El Paso County, Texas, together with bills to cover the issuance of the same, each in the amount of \$30.00.

Will you please make both checks to cover the fees on these guaranties payable to Leo Aranda, sending the check covering the fee on the three acre tract to us and the check covering the fee on the 1.85 acre tract to Mr. Aranda and oblige

Yours very truly,

JONES, GOLDSTEIN, HARDIE & GRAMBLING,

BY: *Ben R. Howell*

BRH:R  
Encs.

JONES, GOLDSTEIN, HARDIE & GRAMBLING

ATTORNEYS AND COUNSELORS AT LAW

SEVENTH FLOOR, BASSETT TOWER

EL PASO, TEXAS

CYRUS H. JONES  
A. H. GOLDSTEIN  
THORNTON HARDIE  
ALLEN R. GRAMBLING  
BEN R. HOWELL

January 16, 1931.

Mr. H. J. S. Devries,  
Bureau of Reclamation,  
El Paso, Texas.

Dear Sir:-

We have received from the Stewart Title Guaranty Company the necessary release and quit-claim deed covering 1.85 acres sold to the United States of America by Leo Aranda. Will you kindly send us the deed in order that we may prepare the guaranty title and close the transaction.

Yours truly,

JONES, GOLDSTEIN, HARDIE & GRAMBLING,

BRH:J

By *Ben R. Howell*

El Paso, Texas, January 12, 1931.

Mr. Leo Aranda,  
San Elizario, Texas.

Dear Mr. Aranda:

We are now advised by the Stewart Title Guaranty Company, upon which company we have called for a guarantee of title covering the 1.85 acres in Tract 10, Block 38, Mainland San Elizario Grant, in which they advise us as follows:

"(1) By Warranty deed dated November 27, 1928, recorded in Book 505, page 629, Deed Records of El Paso County, Texas, L. V. Beebe and Aimee I. Beebe conveyed Survey No. 80 to Leo Aranda retaining a vendor's lien to secure the payment of six certain promissory notes of even date therewith, signed by Leo Aranda, payable to L. V. Beebe, being notes Nos. one, two, three, four, five and six for \$500.00 each, due in one, two, three, four, five and six years after their date respectively. These notes constitute a lien against the property and should be released upon this portion.

"(2) In the above mentioned deed L. V. Beebe and Aimee I. Beebe retained a one-half interest in all oil, gas and mineral rights on such land. A quit-claim deed must be obtained conveying these oil and mineral rights from L. V. Beebe and Aimee I. Beebe."

Will you kindly take the necessary steps to procure this conveyance from Beebe so that the title company may go forward with the issuance of a certificate in this matter. If there is anything about this which you do not understand, it is suggested you take it up with the Stewart Title Guaranty Company direct so that they may explain to you what is needed as a prerequisite of their issuance of certificate.

Very truly yours,

H. J. S. Devries,  
District Counsel.



MACO STEWART, PRESIDENT  
J. H. LANGBEN, VICE-PRESIDENT

MACO STEWART, JR., VICE-PRES.  
W. C. MORRIS, ACTIVE V. PRES.-SEC'Y

TITLE GUARANTY  
COMPANY  
OF TEXAS

GUARANTEES LAND TITLES  
AND LIENS

CAPITAL \$ 1,500,000.00

JONES, GOLDSTEIN, HARDIE & GRAMBLING  
LOCAL ATTORNEYS  
M. A. VOGEL, MANAGER  
OFFICES, 312 TO 320 CAPLES BLDG.  
PHONES 339 AND 1212

OFFICES:

GALVESTON	CORPUS CHRISTI
HOUSTON	AUSTIN
DALLAS	EDINBURG
SAN ANTONIO	KINGSVILLE
EL PASO	WICHITA FALLS
FORT WORTH	VERNON

EL PASO, TEXAS,

January 9, 1931.

Stewart Title Guaranty Company,  
El Paso,  
Texas.

Gentlemen:-

We have examined the title to 1.85 acres in Tract No. 10, Block No. 38, according to the New County Survey, being out of Old Survey No. 80, on the Mainland in the San Elizario Grant, for the purpose of issuing an Owner's Certificate on this property in favor of the United States of America.

We find title to this property vested in Leo Aranda, subject to the following objections:

(1) By Warranty deed dated November 27, 1928, recorded in Book 505, page 629, Deed Records of El Paso County, Texas, L. V. Beebe and Aimee I. Beebe conveyed Survey No. 80 to Leo Aranda retaining a vendor's lien to secure the payment of six certain promissory notes of even date therewith, signed by Leo Aranda, payable to L. V. Beebe, being notes Nos. one, two, three, four, five and six for \$500.00 each, due in one, two, three, four, five and six years after their date respectively. These notes constitute a lien against the property and should be released upon this portion.

(2) In the above mentioned deed L. V. Beebe and Aimee I. Beebe retained a one-half interest in all oil, gas and mineral rights on such land. A quitclaim deed must be obtained conveying these oil and mineral rights, from L. V. Beebe and Aimee I. Beebe.

Yours very truly,

JONES, GOLDSTEIN, HARDIE & GRAMBLING,

BRH:J

By *Am. S. Howell*

El Paso, Texas, December 30, 1930.

Stewart Title & Guaranty Company,  
Bassett Tower,  
El Paso, Texas.

Gentlemen:

Will you kindly furnish certificate of guarantee of title covering land described in contract dated December 1, 1930, between Leo Aranda and the United States involving 1.85 acres in Tract 10, Block 38, official resurvey of Mainland San Elizario Grant, which contract is of record.

The certificate should be based upon deed which will be procured from Leo Aranda and guarantee fee simple title in the United States free and clear of liens and encumbrances.

Very truly yours,

H. J. S. Devries,  
District Counsel.

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 & Guarantee Title Company

First National Bank Building

El Paso, Texas

DIRECTORS

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

December 29, 1930,

Mr. H. J. S. Devries,  
District Counsel,  
Toltec Club Building,  
El Paso, Texas,

Dear Sir:

Your application No. 8083, signed by you, requesting a policy of title insurance, covering 1.85 acres out of Tract 10, Block 28, of the San Elizario Grant, on the mainland, described in a contract between Leo Aranda, and the United States of America, dated December 1st, 1930, has been rejected because the property is all accretion land, to Survey #80, of the Mainland of the San Elizario Grant.

Very truly yours,

  
A. Sec'y.

BES:MF.

El Paso, Texas.

December 12, 1930

County Clerk,  
El Paso, Texas.

Dear Sir:

Will you kindly record the attached land purchase contract between the United States and Leo Aranda, billing the Bureau of Reclamation with recording fee. The cloth plat is for your files.

Very truly yours,

Chief Clerk.

Encl.

El Paso, Texas,

December 10, 1930.

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

Gentlemen:

Kindly issue to the United States certificate of guarantee of fee simple, unencumbered title in the United States in the usual form, covering lands to be deeded by warranty deed of Leo Aranda to the United States described in contract dated December 1, 1930, between the United States and Leo Aranda, 1.85 acre, more or less, in Tract 10, Block 38, County Resurvey of Mainland San Elizario Grant.

Very truly yours,

H. J. S. Devries,  
District Counsel.



CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Texas  
COUNTY 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, a Notary Public

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

Leo Aranda

who is personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

(b) ~~I further certify that I did examine the said 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 1st day of December, 1930

[SEAL]

Geo. W. Hoadley  
Notary Public in and for  
El Paso County Texas

My commission expires 6/1-31

CERTIFICATE OF COUNTY RECORDER

STATE OF Texas  
COUNTY OF El Paso

I hereby certify that this instrument was filed for record at my office at 10.25 o'clock A.M., Dec 13, 1930 and is duly recorded in Vol. 540 of

Page No. 219 Recorded at 11:30 a.m. 12/22/30

W. R. Fleet

By A. D. Osborne

Fees, \$

County Recorder.

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF Texas  
COUNTY OF El Paso

SS: (Execute only on Returns Office copy)

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a contract made by me, personally, with Leo Aranda that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said Leo Aranda, 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. Fleet  
Superintendent

Bureau of Reclamation.

Subscribed and sworn to before me at El Paso, Texas

this 9th day of December, A. D. 1930

Geo. W. Hoadley

[OFFICIAL SEAL]

My commission expires 6/1-31

DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

----- ~~No. 1234~~ ----- IRRIGATION PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 1st day of December, 1930, 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

*MAE*  
thereunto duly authorized, ~~and subject to the approval of the proper supervisory officer thereof,~~ and LEO Aranda, a single man

and \_\_\_\_\_, his wife, hereinafter styled Vendor,

of San Elizario, \_\_\_\_\_, 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

his \_\_\_\_\_ property, situated in the County of El Paso State of Texas, to wit:

**A tract of land lying and situate in El Paso County, Texas and in the North-east quarter Southeast quarter (NE 1/4) Section twenty-two (22) and the Northwest quarter Northwest quarter (NW 1/4) Section twenty-three (23) Township thirty-three South Range seven East (T33S-R7E) Bureau of Reclamation Survey, being also within tract ten (10) Block thirty-eight (38) as shown on plat of the official recovery of the National San Antonio Canal, as accepted by the Honorable Court of El Paso County, Texas, the 13th day of January, 1925, and of record in the office of the County Clerk of said County and state, being more particularly described as follows: Beginning at a point on the line between tracts nine and ten (9-10) Block thirty-eight (38) of said official recovery of the National San Antonio Canal and from which point an iron pipe bears South sixty-six degrees thirty-eight minutes East (66°38') three hundred fifty-seven and two tenths (357.2) feet; thence North eighty-two degrees fifty-six minutes East (82°56') three hundred sixty-nine and no tenths (369.0) feet; thence North eighty degrees sixteen minutes East (80°16') one hundred sixty-seven and eight tenths (167.8) feet; thence North 70 degrees ten minutes East (70°10') two hundred fifty-eight and no tenths (258.0) feet to a point on the line between tracts nine and ten (9-10) Block thirty-eight (38) of said official recovery of the National San Antonio Canal and from which point an iron pipe of the west corner of tract nine (9) bears North sixty-six degrees thirty-eight minutes East (66°38') eight hundred**

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

Correct as to W.P.R. Date 2/11/31

fifty and nine tenths (850.9) feet; thence South sixty-six degrees thirty-eight minutes East (S66°38'E) six hundred and nine tenths (600.9) feet to the point of beginning, said tract of land containing one and eighty-five hundredths (1.85) acres more or less all as shown on Bureau of Reclamation Survey plat attached hereto and made a part hereof.

~~That this contract has been approved by the United States and the Vendor shall without cost to the United States furnish complete abstract of title to the United States 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.~~

5. The Vendor shall secure and have recorded without cost to the United States all assurances of title and affidavits which the Vendor may be advised by the United States are necessary and proper to show in the Vendor's name fee simple unencumbered title to said property, and the time spent in procuring, recording, and transmitting the same to the United States, and in furnishing or securing abstract of title, shall be added to the time limit of this contract.

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

**One hundred seventy three no/100---**

dollars

(\$ **173.00** ), by U. S. Treasury warrant or fiscal officer's check.

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

8. The Vendor may retain possession of said property until **December 2, 1930** notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop

thereon until **December 2, 1930** ; 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,

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. Stock  
Supervendent, Bureau of Reclamation.

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P. O. Address-----

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P. O. Address-----

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P. O. Address-----

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P. O. Address-----

Approved:

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

DEC 9 1930

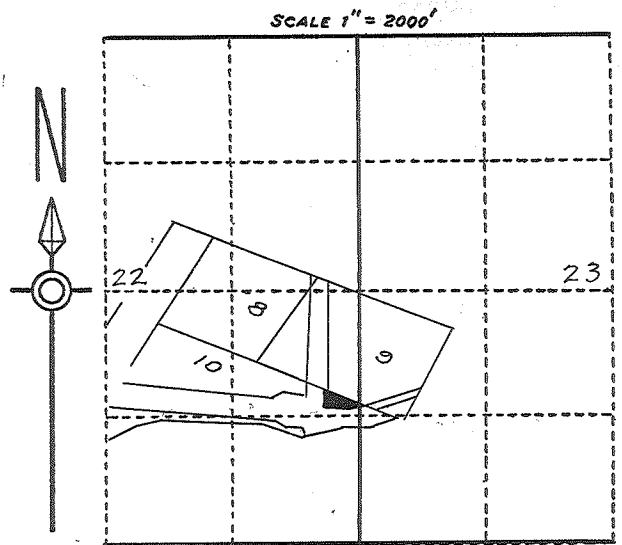
Leo Arenda  
Vendor.

Vendor.

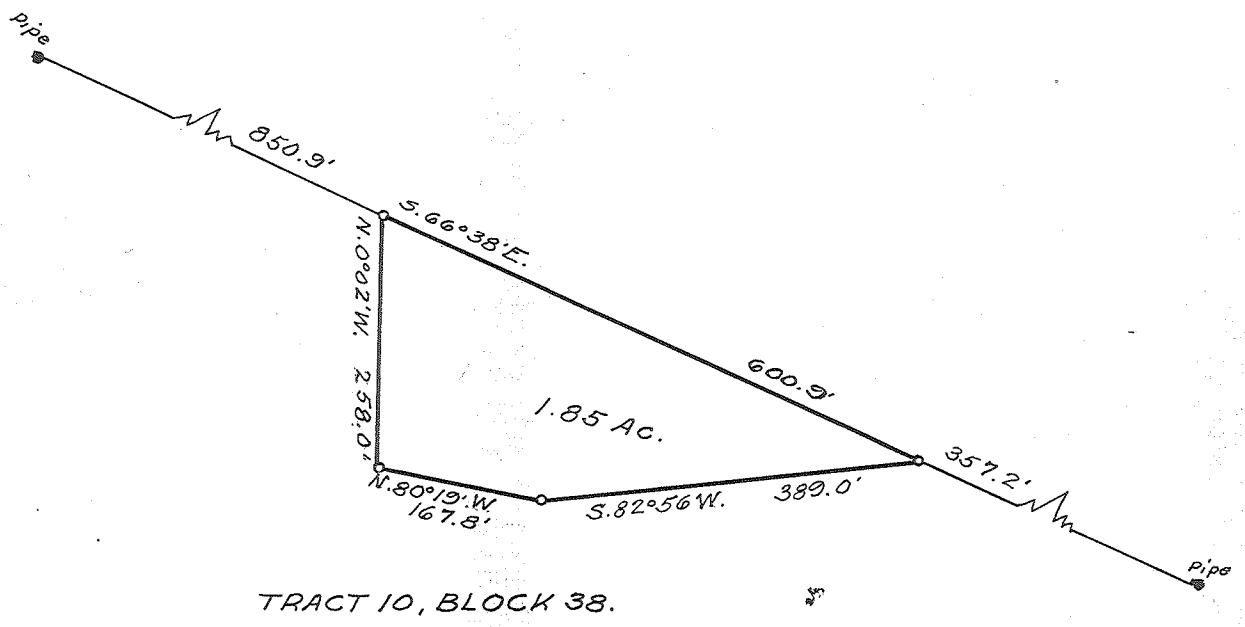
Vendor.

Vendor.

P. O. Address San Elizario, Texas



LOCATION PLAT  
 S. 223, T. 335., R. 7E.,  
 TRACT 10, BLOCK 38  
 RESURVEY OF SAN ELIZARIO  
 MAINLAND GRANT



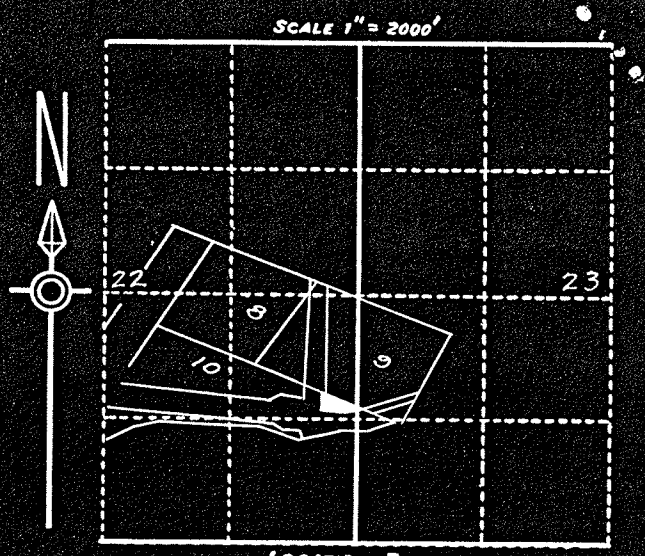
Leo Aranda  
 W. D. 1/19/31  
 Rec 2/4/31  
 B.K 542 Pg 22

SCALE 1" = 200'

DEPARTMENT OF THE INTERIOR  
 BUREAU OF RECLAMATION  
 RIO GRANDE PROJECT-NEW MEXICO-TEXAS  
**RIVERSIDE CANAL**  
**INTERCEPTING DRAIN**  
 RIGHT OF WAY

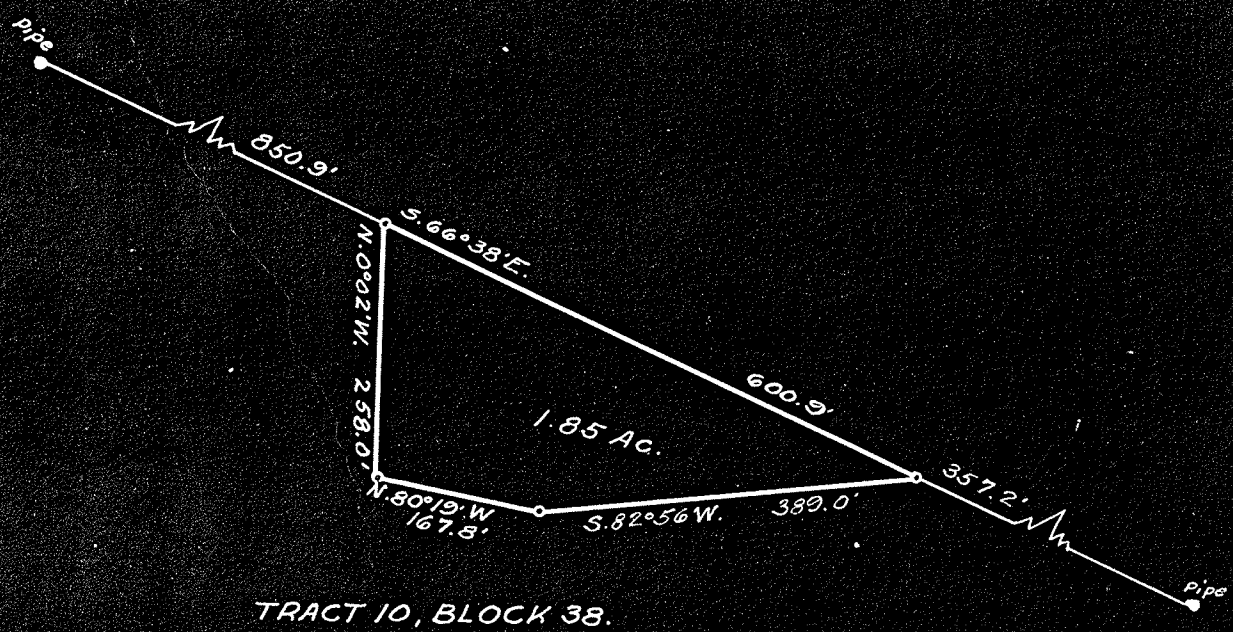
FIELD WORK NICHOLS CHECKED A.A.M. G.V.V.H.  
 DRAWN A.A.M.-G.A. APPROVED .....

3216-L-122 EL PASO, TEX. 10/18/30



SCALE 1" = 2000'

LOCATION PLAT  
 S. 2223, T. 335., R. 7E.,  
 TRACT 10, BLOCK 38  
 RESURVEY OF SAN ELIZARIO  
 MAINLAND GRANT



TRACT 10, BLOCK 38.

Leo Aranda

SCALE 1" = 200'

DEPARTMENT OF THE INTERIOR  
 BUREAU OF RECLAMATION  
 RIO GRANDE PROJECT - NEW MEXICO - TEXAS  
**RIVERSIDE CANAL**  
**INTERCEPTING DRAIN**  
 RIGHT OF WAY

FIELD WORK NICHOLS CHECKED A.A.M. G.V.V.H.  
 DRAWN A.A.M.-G.A. APPROVED .....

3216-L-122 EL PASO, TEX. 10/18/30

CERTIFICATE BY PROJECT SUPERINTENDENT

I hereby certify that the land described in attached land purchase contract dated December 1, 1930, between The United States of America and Leo Aranda, is required for purposes authorized by the Act of June 17, 1902, (32 Stat., 388), namely, as right of way for the Riverside Intercepting Drain, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, \$173.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 9th day of December, 1930.

L. R. Flock  
Superintendent

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated December 1, 1930, between the United States of America and Leo Aranda, and that the proposed grantors are in actual, sole and exclusive possession of the land proposed to be conveyed, claiming to be the owners thereof, and no person claiming a right in such land adverse to the proposed grantors is in possession of any part of it.

Dated at El Paso, Texas, this 9th day of December, 1930.

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Junior Engineer



CERTIFICATE OF AWARD  
ABSTRACT OF AGREEMENT

No. 1162-472  
(Contract)

ADVERTISING—AWARD—FORM

Date 12/1-30, 19\_\_

(Department or establishment)

(Bureau or office)

(Location)

ABSTRACT OF AGREEMENT

Total amount, \$ \_\_\_\_\_

(Name of contractor)

By \_\_\_\_\_ Subject \_\_\_\_\_

Title \_\_\_\_\_ Contract period \_\_\_\_\_

Address \_\_\_\_\_ Appropriation \_\_\_\_\_

Contracting officer \_\_\_\_\_ Discount \_\_\_\_\_

Items \_\_\_\_\_

Quantity \_\_\_\_\_

Unit price(s) \_\_\_\_\_

Deliveries \_\_\_\_\_

Conditions \_\_\_\_\_

Payments \_\_\_\_\_

Deductions \_\_\_\_\_

Special requirements:

Damages, actual \_\_\_\_\_

Damages, liquidated \_\_\_\_\_

Other \_\_\_\_\_

Remarks \_\_\_\_\_

METHOD OF OR ABSENCE OF ADVERTISING

(Section 3709 of the Revised Statutes)

1. After advertising in newspapers.
2. After advertising by circular letters sent to \_\_\_\_\_ dealers and by notices posted in public places.
3. Without advertising, under an exigency of the service which existed prior to the order and would not admit of the delay incident to advertising.
4. Without advertising, in accordance with Construction of Riverside Intercepting Drain

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

\* See Note 1 on reverse hereof.

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 **12/1-30**, 192 , with

**Leo Aranda**

1. State purpose for which the land is required.

**Riverside Intercepting Drain**

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

**1.85 acres fully described in contract**

3. State nature, number, and date of entry by which it was acquired under public land laws, also date of final certificate and patent, if such has been issued.

**No public lands in Texas**

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

**Leo Aranda, San Elizario, 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.

**Owner in possession**

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

**No**

7-528t  
August, 1927  
Approved by the Department  
January 4, 1927

DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Rio Grande Irrigation Project

RECORD OF EXECUTION OF CONTRACT

IN RE CONTRACT, and bond, if any, relating to above-named project, dated 12/1-30  
symbol and number 116r-472; made by Leo Aranda  
amount involved, \$ 173.00; authority No. \_\_\_\_\_ or clearing account \_\_\_\_\_  
purpose Purchase of land  
Reference: \_\_\_\_\_

Notice of execution of contract to be given Chief Engineer at Denver, Superintend-  
ent at El Paso, Texas, District Counsel at El Paso, Texas  
and \_\_\_\_\_

Place El Paso, Texas Date Dec. 9, 1930

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.

L. R. Flock

Project Superintendent.

Inclosures:

Original and 3 copies of this form.

Original and 4 copies of contract.

Place El Paso, Texas Date Dec. 10, 1930

2. On this date the above-described contract, with bond, if any, was given legal approval by this office, and transmitted to the Rio Grande Project office.

H. L. S. Davies

District Counsel.

Inclosures:

Original and 2 copies of this form.

Original and 4 copies of contract.

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

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

\_\_\_\_\_, Chief Engineer.

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

4. On this date the above-described contract, with bond, if any, was passed by this office and transmitted to the Washington office.

\_\_\_\_\_, Chief Engineer.

Inclosures:

Original and \_\_\_\_\_ copies of this form.

Original and \_\_\_\_\_ copies of contract.

Washington, D. C., Date \_\_\_\_\_

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

\_\_\_\_\_, Commissioner.