

10

DAVILA, A., et. ux., Francisca C.

WARRANTY DEED

034

CLINT LATERAL

82

0023-0070-0010-00

16-(10) Texas

78C

THE STATE OF TEXAS, }  
COUNTY OF EL PASO.

Know all men by these presents:

A. Davila and Francisca C. Davila

of the County of El Paso, State of Texas, in consideration of the sum of **Two Hundred Seventy-seven and 50/100- (\$277.50)**-----

DOLLARS,

to them in hand paid by **THE UNITED STATES OF AMERICA**

the receipt of which is hereby acknowledged

have Granted, Sold and Conveyed, and by these presents do grant, Sell and Convey unto the said

**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 the Socorro Grant, El Paso County, Texas and in the Northwest quarter (NW $\frac{1}{4}$ ) Section twenty-nine (29) and Northeast quarter (NE $\frac{1}{4}$ ) Section thirty (30), Township thirty-two (32) South, Range seven (7) East, Bureau of Reclamation Survey, being also within tract one (1), block one (1), lot one (1), tract three (3), block one (1) and lots three (3) and four (4), tract four (4), block one (1) of the Vineyard Tract, being also within tract one A (1A), block twenty-six (26) on plat of official resurvey of the Socorro Grant, as accepted by the Commissioner's 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 the point of intersection of the Northerly right of way line of Ysleta-San Elizario Highway and the Easterly right of way line of the Vineyard road and from which point a marker at the intersection of the Vineyard road with the Ysleta-San Elizario Highway bears South eighty-nine degrees (89°) thirty-eight minutes (38') twenty-seven seconds (27") West thirty-three and five tenths (33.5) feet; thence North sixty-two degrees (62°) twenty-one minutes (21') East along the westerly line of the land of the grantors twenty-one and six tenths (21.6) feet; thence South sixty-one degrees (61°) thirty-three minutes (33') East two hundred sixty-three and one tenth (263.1) feet; South fifty-four degrees (54°) fifty-five minutes (55') East three hundred four and seven tenths (304.7) feet; thence South fifty-two degrees (52°) twenty minutes (20') East two hundred ninety-nine and six tenths (299.6) feet; thence South fifty degrees (50°) thirty-four minutes (34') East three hundred seventy-one and no tenths (371.0) feet; thence South seventy-two degrees (72°) three minutes (03') East to

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights appurtenances thereto in anywise belonging, unto the said

**THE UNITED STATES OF AMERICA, its successors**

~~heirs~~ and assigns forever; and they do hereby bind themselves, their 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 their hands at Ysleta, Texas this 28th day of

September A. D. 1932

Witnesses at Request of Grantor

Maria R. C. Davila

R. C. Davila

A. Davila

Her

Francisca C. (X) Davila

Mark

Correct as to Engr. Data S.M.M.

Vertical stamp on the right side of the page, partially legible, containing text such as 'Office of the County Clerk' and 'El Paso County, Texas'.

hundred eighty and no tenths (480.0) feet; thence South sixty-nine degrees (69°) twelve minutes (12') East two hundred thirty and six tenths (230.6) feet; thence South seventy-one degrees (71°) fifty-two minutes (52') East sixty-eight and one tenth (68.1) feet to a point on the westerly line of lot two (2) tract three (3) block one (1) of the Vineyard Tract; thence South twenty-seven degrees (27°) thirty-one minutes (31') East along said westerly line of lot two (2) tract three (3) block one (1) seventy-five and three tenths (75.3) feet to a point the most southerly corner of said lot two (2) tract three (3) block one (1) of the Vineyard Tract, said point being also the most easterly corner of lot one (1) tract three (3) block one (1), the most northerly corner of lot three (3) tract four (4) block one (1) and the most westerly corner of lot four (4) tract four (4) block one (1) all of the Vineyard Tract; thence North sixty-two degrees (62°) twenty-one minutes (21') East along the line between said lot two (2) tract three (3) and lot four (4) tract four (4) seventy-three and four tenths (73.4) feet to a point from which a concrete marker being the most easterly corner of said lot two (2) tract three (3) and the most northerly corner of said lot four (4) tract four (4) bears North sixty-two degrees (62°) twenty-one minutes (21') East three hundred one and six tenths (301.6) feet; thence South seventy-one degrees (71°) fifty-two minutes (52') East twenty-two and six tenths (22.6) feet; thence South seventy-one degrees (71°) ten minutes (10') East three hundred sixty-one and two tenths (361.2) feet; thence South forty-eight degrees (48°) eleven minutes (11') East one hundred two and seven tenths (102.7) feet to a point on the easterly line of said lot four (4) tract four (4) block one (1); thence South twenty-seven degrees (27°) thirty-one minutes (31') East, along said easterly line of lot four (4) tract four (4), two hundred six and one tenth (206.1) feet to a point, the most easterly corner of said lot four (4) tract four (4) block one (1) said point being on the westerly right of way line of the Armstrong Road; thence South sixty-two degrees (62°) twenty-one minutes (21') West, along said road right of way line, eighteen and four tenths (18.4) feet; thence North forty-eight degrees (48°) eleven minutes (11') West two hundred seventy-four and two tenths (274.2) feet; thence North seventy-two degrees (72°) forty-five minutes (45') West four hundred six and no tenths (406.0) feet; thence North sixty-eight degrees (68°) forty-three minutes (43') thirty seconds (30") West three hundred sixty-one and three tenths (361.3) feet; thence North seventy-two degrees (72°) three minutes (03') West four hundred seventy-four and seven tenths (474.7) feet; thence North fifty-two degrees (52°) thirty-four minutes (34') West four hundred four and four tenths (404.4) feet; thence North fifty-two degrees (52°) nine minutes (09') West three hundred and no tenths (300.0) feet; thence North fifty-two degrees (52°) twenty-three minutes (23') West two hundred forty and one tenth (240.1) feet; thence North fifty-five degrees (55°) fifty-three minutes (53') West two hundred fifty-four and nine tenths (254.9) feet to a point on the northerly right of way line of the Ysleta-San Elizario Highway; thence North twenty-seven degrees (27°) twenty minutes (20') West, along said Highway right of way line, eighty-five and nine tenths (85.9) feet to the place of beginning, said tract containing five and fifty-two hundredths (5.52) acres, more or less, three and six tenths (3.6) acres of which is occupied by the Clint Lateral, the property of the United States and the remainder, or one and ninety-two hundredths (1.92) acres, more or less, is the part herein intended

SINGLE ACKNOWLEDGMENT.

THE STATE OF TEXAS,

County of El Paso.  
a Notary Public

Before me Geo. W. Hoadley

A. Davila and Francisca C. Davila in and for El Paso County, Texas, on this day personally appeared

known to me to be the person whose name are 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 28th day of September A. D. 1932

My commission expires 6-1-33

Geo. W. Hoadley

Notary Public in and for El Paso Co., Tex

WIFE'S SEPARATE ACKNOWLEDGMENT.

THE STATE OF TEXAS,

County of El Paso.  
a Notary Public

Before me Geo. W. Hoadley

Francisca C. Davila in and for El Paso County, Texas, on this day personally appeared  
Francisca C. Davila, wife of A. Davila

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 Francisca C. Davila

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 28th day of September A. D. 1932

Geo. W. Hoadley

Notary Public in and for El Paso County, Texas.

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 15 day of Sept. A. D. 1932, with its certificate of authentication, was filed for record in my office this 15 day of Nov. A. D. 1932, at 4:00 o'clock P. M. and duly recorded the 15 day of Nov. A. D. 1932, at 11:30 o'clock A. M. in the records of said County, in Volume 541 on Pages 629

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 Iva Cochran, Deputy.

63953

A. DAVILA

FRANCISCA C. DAVILA

TO

UNITED STATES OF AMERICA

Warranty Deed

15

Filed for Record the

day of November 1932

at 4 o'clock and minutes P. M.

W. D. GREET

Clerk, County Court, El Paso County, Texas.

By Julia Cooke, Deputy

ELLIS BROS. PRINTING CO., EL PASO

561/628

9/28/32

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in the attached land purchase contract dated February 14, 1932, between The United States of America and A. Davila and Francisca C. Davila, and that the proposed grantors are in actual, sole and exclusive possession of the land proposed to be conveyed, claiming to be the owners thereof, and no person claiming a right in such land adverse to the proposed grantors is in possession of any part of it.

Dated at El Paso, Texas, this 18th day of February, 1932.

Geo. W. Hoadley  
Junior Engineer.

CERTIFICATE BY PROJECT SUPERINTENDENT

I hereby certify that the land described in the attached land purchase contract dated February 14, 1932, between The United States of America and A. Davila and Francisca C. Davila, is required for purposes authorized by the Act of June 17, 1902 (32 Stat., 388), namely, as right of way for the Clint Lateral, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, \$277.50, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 18th day of February, 1932.

L. R. Flock  
Superintendent  
Bureau of Reclamation

619 First National Bank Bldg.,  
El Paso, Texas,

November 16, 1932.

From: District Counsel

To: Superintendent, El Paso, Texas.

Subject: Acquisition of Land - Opinion of Title of Land described in contract dated February 14, 1932, with A. Davila and Francisca C. Davila, husband and wife; Area, 1.92 acres; Consideration, \$277.50; for the enlargement and straightening of the Upper Clint Lateral - Rio Grande Project.

1. Satisfactory title to the real property described in the above mentioned land purchase contract is found to be vested in the United States free and clear of liens and encumbrances, as shown by recorded warranty deed dated September 23, 1932, from A. Davila and wife Francisca C. Davila to the United States, and by certificate of guarantee of title No. F 1321 dated November 15, 1932, of the New York Title & Mortgage Co. of Texas issued through Pioneer Abstract & Guarantee Title Co., El Paso, Texas, their No. 8646.

2. All taxes assessed against this property appear to have been paid, the 1931 taxes, amounting to \$178.23, having been paid by the Bureau of Reclamation, which sum is to be deducted from the purchase price before payment is made.

3. The consideration of \$277.50 named in the above mentioned contract, less the tax payment of \$178.23 mentioned in the foregoing paragraph, or \$99.22, may accordingly be paid to the contractors, A. Davila and Francisca C. Davila, as provided therein and the check drawn in their favor should be mailed to them in care of the Pioneer Abstract & Guarantee Title Company, Bassett Tower, El Paso, Texas.

4. The original and two copies of the recorded deed and certificate of guarantee of title are transmitted herewith; the original contract, bearing symbol No. 116r-573, has already been forwarded.

- - - -  
M. J. S. Levrics

cc - Commissioner, Washington  
Chief Engineer, Denver

619 First National Bank Bldg.,  
El Paso, Texas,

November 16, 1932.

From: District Counsel

To: Superintendent, El Paso, Texas.

Subject: Acquisition of Land - Opinion of Title of Land described in contract dated February 14, 1932, with A. Davila and Francisca C. Davila, husband and wife; Area, 1.92 acres; Consideration, \$277.50; for the enlargement and straightening of the Upper Clint Lateral - Rio Grande Project.

1. Satisfactory title to the real property described in the above mentioned land purchase contract is found to be vested in the United States free and clear of liens and encumbrances, as shown by recorded warranty deed dated September 28, 1932, from A. Davila and wife Francisca C. Davila to the United States, and by certificate of guarantee of title No. F 1321 dated November 15, 1932, of the New York Title & Mortgage Co. of Texas issued through Pioneer Abstract & Guarantee Title Co., El Paso, Texas, their No. 8646.

2. All taxes assessed against this property appear to have been paid, the 1931 taxes, amounting to \$178.23, having been paid by the Bureau of Reclamation, which sum is to be deducted from the purchase price before payment is made.

3. The consideration of \$277.50 named in the above mentioned contract, less the tax payment of \$178.23 mentioned in the foregoing paragraph, or \$99.27, may accordingly be paid to the contractors, A. Davila and Francisca C. Davila, as provided therein and the check drawn in their favor should be mailed to them in care of the Pioneer Abstract & Guarantee Title Company, Bassett Tower, El Paso, Texas.

4. The original and two copies of the recorded deed and certificate of guarantee of title are transmitted herewith; the original contract, bearing symbol No. 116r-573, has already been forwarded.

- - - -

H. J. G. Lewis

cc - Commissioner, Washington  
Chief Engineer, Denver



Special Fiscal Agent.  
Bureau of Reclamation  
El Paso, Texas

This will authorize you  
to pay taxes due for 1931 on Tract 17.  
Block 26 Resurvey of the Socons Grant,  
and to deduct amount paid from  
amount due me under Land Purchase  
Contract dated February 14<sup>th</sup>, 1932

A. D. Doolittle

Ysleta, Texas  
11/14/32

Special Fiscal Agent.  
Bureau of Reclamation  
El Paso, Texas

This will authorize you  
to pay taxes due for 1931 on Tract 17.  
Block 26 Resurvey of the Socons Grant,  
and to deduct amount paid from  
amount due me under Land Purchase  
contract dated February 14<sup>th</sup>, 1932

A. Doolan

Ysleta, Texas  
11/14/32

DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
RIO GRANDE PROJECT

14413 ✓

El Paso, Texas.

September 28, 1932.

Audit Division,  
5th and F Streets, N.W.,  
Washington, D. C.

Sirs:

Pursuant to Section 3743, Revised Statutes, as amended by Act of July 31, 1894 (28 Stat., 210), there is transmitted herewith for the files of your office, the following mentioned contract executed on the Rio Grande Project for the week ending September 24, 1932:

<u>Contractor</u>	<u>Date</u>	<u>Symbol No.</u>
A. Davila and Francisca C. Davila	February 14, 1932	I16r-573

-----

L. R. Flock,  
Superintendent.

Encl.

- CC - Commissioner, Washington, D. C. (with copy of each of above mentioned contracts and copy of letter of transmittal).
- CC - Chief Engineer, Denver, Colorado (with copy of each of above mentioned contracts and copy of letter of transmittal.)

DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
RIO GRANDE PROJECT

El Paso, Texas.

September 28, 1932.

Audit Division,  
5th and F Streets, N.W.,  
Washington, D. C.

Sirs:

Pursuant to Section 3743, Revised Statutes, as amended by Act of July 31, 1894 (28 Stat., 210), there is transmitted herewith for the files of your office, the following mentioned contract executed on the Rio Grande Project for the week ending September 24, 1932:

<u>Contractor</u>	<u>Date</u>	<u>Symbol No.</u>
A. Davila and Francisca C. Davila	February 14, 1932	I16r-573

-----  
L. R. Flock,  
Superintendent.

Encl.

- CC - Commissioner, Washington, D. C. (with copy of each of above mentioned contracts and copy of letter of transmittal).
- CC - Chief Engineer, Denver, Colorado (with copy of each of above mentioned contracts and copy of letter of transmittal.)

STATEMENT AND CERTIFICATE  
OF AWARD

No. 116r-573  
(Contract)

Date 2-14-32, 19

DEPARTMENT OF THE INTERIOR  
(Department or establishment)

BUREAU OF RECLAMATION  
(Bureau or office)

EL PASO, TEXAS  
(Location)

METHOD OF OR ABSENCE OF ADVERTISING

(Section 3709 of the Revised Statutes)

1. After advertising in newspapers.
2. (a) After advertising by circular letters sent to.....dealers.  
(b) And by notices posted in public places.  
(If notices were not posted in addition to advertising by circular letters sent to dealers, explanation of such omission must be made. The notation on the certificate below must be "2 (a) (b)" or "2 (a)," depending on whether or not notices were posted.)
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 Enlargement and straightening of Clint Lateral
5. Without advertising, it being impracticable to secure competition because of.....

(Here state circumstances under which the securing of competition was impracticable)

AWARD OF CONTRACT

- A. To lowest bidder as to price (Expenditures).
- B. To other than the lowest bidder as to price (Expenditures).
- C. To highest bidder as to price (Receipts).
- D. To other than the highest bidder as to price (Receipts)

CERTIFICATE

I CERTIFY that the foregoing statement is true and correct; that the agreement was made in consequence of No. 4 of the method of or absence of advertising and in accordance with award of contract lettered A, as shown above; that where lower bids (expenditure contracts) or higher bids (receipt contracts) as to price were received a statement of reasons for their rejection, together with an abstract of bids received, including all lower than that accepted in case of expenditure contracts and all higher in case of receipt contracts, is given below or on the reverse hereof or on a separate sheet attached hereto; that the articles or services covered by the agreement (expenditure) are necessary for the public service, and that the prices charged are just and reasonable.

L R Flock

(Signature of contracting officer)

Superintendent

(Title)

NOTE.—This statement and certificate will be used to support all agreements, both formal contracts and less formal agreements of whatever character, involving the expenditure or receipt of public funds. It must be executed and signed by the contracting officer (unless the award is made by or is subject to approval by an officer other than the contracting officer, when execution and signature may be made by such officer).

slcr

*Paula  
Legala*

El Paso, Texas.

April 6, 1932.

Audit Division,  
General Accounting Office,  
Washington, D. C.

Dear Sirs:

In reply to your letter dated March 23, 1932,  
File A-AFK-CC, this is to advise that contract numbered  
I-16r-573 dated February 14, 1932, with A. Davila and Francisca  
C. Davila, is being recorded and will be transmitted to your  
office as soon as it is received from the County Clerk's office.

Very truly yours,

L. R. Flock,  
Superintendent.

slcr

*Paula  
Legal*

El Paso, Texas.

April 6, 1932.

Audit Division,  
General Accounting Office,  
Washington, D. C.

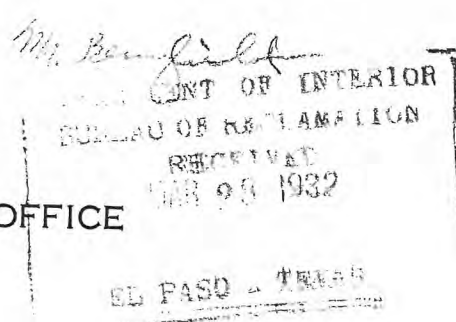
Dear Sirs:

In reply to your letter dated March 23, 1932,  
File A-AFK-CC, this is to advise that contract numbered  
I-16r-573 dated February 14, 1932, with A. Davila and Francisca  
C. Davila, is being recorded and will be transmitted to your  
office as soon as it is received from the County Clerk's office.

Very truly yours,

L. R. Flock,  
Superintendent.

GENERAL ACCOUNTING OFFICE  
WASHINGTON



AUDIT DIVISION  
IN REPLY PLEASE QUOTE

A-AFK-CC

March 23, 1932.

L. R. Fiock, Superintendent,  
Rio Grande Project,  
United States Reclamation Service,  
El Paso, Texas.

Sir:

Acknowledging receipt of your letter of February 25, 1932, transmitting certain of your contracts executed on the Rio Grande Project for the week ending February 20, 1932, you are advised that contract numbered I 16 r - 573, dated February 14, 1932, with A. Davila and Francisca C. Davila, listed in your letter, was not received therewith and should be furnished as soon as practicable to complete the record.

Respectfully,

*B. A. McGinn*

Chief of Section.



GENERAL ACCOUNTING OFFICE  
WASHINGTON

*Mr. Beauford*  
DEPT. OF INTERIOR  
BUREAU OF RECLAMATION  
RECEIVED  
MAR 23 1932  
EL PASO - TEXAS

AUDIT DIVISION  
IN REPLY PLEASE QUOTE

A-AFK-CC

March 23, 1932.

L. R. Flock, Superintendent,  
Rio Grande Project,  
United States Reclamation Service,  
El Paso, Texas.

Sir:

Acknowledging receipt of your letter of February 25, 1932, transmitting certain of your contracts executed on the Rio Grande Project for the week ending February 20, 1932, you are advised that contract numbered I 16 r - 573, dated February 14, 1932, with A. Davila and Francisca C. Davila, listed in your letter, was not received therewith and should be furnished as soon as practicable to complete the record.

Respectfully,

*B. A. McGinn*

Chief of Section.

619 First National Bank Bldg.,  
El Paso, Texas,

March 11, 1932.

Mr. A. Davila,  
Box 50,  
Ysleta, Texas.

Dear Sir:

A preliminary title opinion, dated March 10, 1932, with reference to the tract of land under contract of sale dated February 14, 1932, between yourself and wife and the United States, has been received from the Pioneer Abstract & Guarantee Title Co., El Paso, Texas, a copy of which is transmitted herewith.

You will note that there are a number of liens and encumbrances against this tract of land which must be released before the title company will be willing to issue a certificate of guarantee of title, which is necessary before payment by the United States can be made. Will you, therefore, please take care of the matters listed in the opinion at your earliest convenience so as not to unduly delay the completion of this transaction.

Very truly yours,

H. J. S. Devries,  
District Counsel.

cc - Pioneer Abstract &  
Guarantee Title Co.,  
El Paso.

619 First National Bank Bldg.,  
El Paso, Texas,

March 11, 1932.

Mr. A. Davila,  
Box 50,  
Ysleta, Texas.

Dear Sir:

A preliminary title opinion, dated March 10, 1932, with reference to the tract of land under contract of sale dated February 14, 1932, between yourself and wife and the United States, has been received from the Pioneer Abstract & Guarantee Title Co., El Paso, Texas, a copy of which is transmitted herewith.

You will note that there are a number of liens and encumbrances against this tract of land which must be released before the title company will be willing to issue a certificate of guarantee of title, which is necessary before payment by the United States can be made. Will you, therefore, please take care of the matters listed in the opinion at your earliest convenience so as not to unduly delay the completion of this transaction.

Very truly yours,

H. J. S. Devries,  
District Counsel.

cc - Pioneer Abstract &  
Guarantee Title Co.,  
El Paso.

PIONEER ABSTRACT & GUARANTEE TITLE CO.

EL PASO, TEXAS

TITLE DEPARTMENT

PRELIMINARY OPINION

March 10, 1932.

IN REPLY PLEASE REFER TO

NO. 8646

EXAMINER BES

TO Department of Interior,  
Bureau of Reclamation,  
First National Bank Building,  
ATTENTION OF: ~~MR. H. J. S.~~ DEVRIES, District Counsel

IN RE: Land Purchase from A. Davila and wife

PROPERTY: A portion of Tract No. 1-A Block 26, official Re-survey of Socorro Grant, El Paso County, Texas, fully described in Contract dated February 14, 1932, (116r-573) duly recorded in the County Clerk's Office.

INSTRUMENTS EXAMINED: None

RECORD TITLE IN: A.DAVILA (in part) and AURELIANO DAVILA (in part), which person we presume to be the same, but an affidavit to this effect should be procured. Francisca C. de Davila is the wife's name.

SUBJECT TO:

TAXES: 1926 taxes on Lot 3, Tract 4, Block 1, Vineyard \$18.49; 1931 taxes on all of Tract 1-A Block 26, Socorro, \$195.01. The Certificate also shows taxes delinquent for the year 1916 on Lots 1 and 2, Tract 4, Block 1, Vineyard in the sum of \$14.91. The Contract covers no part of these ~~PARCELS~~ lots, but since they are included within Tract 1-A Block 26, the collector shows the same unpaid.

As shown by plat attached to Contract above mentioned, and also as shown by reference to the plat of Tract 1-A Block 26, Socorro Grant, the said Tract 1-A is composed of various lots, and tracts in Block 1, of the Vineyard Tract, as well as a tract containing 9.42 acres, and being an unnumbered tract in said Socorro Grant.

1. The following liens cover The South 580.8 feet of Tract 1 Block 1; the South 580.8 feet of the 9.42 acres and all of Lot No. 1, in Tract 3, Block 1 (also the South 580.8 feet of Lots 1 and 2 Tract 2 Block 1, but the contract covers no portion of Lots 1 and 2 Tract 2).

(a) A Deed of Trust dated March 6, 1925, of Record in Book 168, Page 634, Deed of Trust Records, from A.Davila et ux, Francisca C. de Davila to M.H.Gossett, Trustee for The Federal Land Bank of Houston, Houston, Texas, securing the payment of one note of even date therewith signed by the grantors payable to beneficiary, for \$1800.00, payable on the amortization plan in 39 semi-annual payments, unless sooner matured by extra payments on account of principal as therein provided; bearing 5½% interest per annum, payable semi-annually and containing the usual 10% attorney's fee clause and a clause maturing the entire unpaid balance upon certain contingencies set forth in said Deed of Trust and note.

(b) A Deed of Trust of Record in Book 107, Page 100, Deed of Trust Records, from A.Davila et ux, Francisca C. de Davila to M.H.Gossett, Trustee for The Federal Land Bank of Houston, Houston, Texas, securing the payment of one note of even date therewith signed by the grantors payable to beneficiary, for \$1800.00, payable on the amortization plan in 39 semi-annual payments, unless sooner matured by extra payments on account of principal as therein provided; bearing 5½% interest per annum, payable semi-annually and containing the usual 10% attorney's fee clause and a clause maturing the entire unpaid balance upon certain contingencies set forth in said Deed of Trust and note.

Records of El Paso County, Texas, from A. Davila and wife Francisca C. de Davila to M.H.Gossett, Trustee for The Federal Land Bank of Houston, Houston, Texas, securing the payment of one note of even date therewith, signed by grantors payable to beneficiary, for \$400.00, with 5½% interest per annum, principal and interest payable on the amortization plan in 39 semi-annual payments unless sooner matured by extra payments on account of principal as therein provided, containing the usual 10% attorney's fee clause and a clause maturing the entire unpaid balance upon certain contingencies in said Deed of Trust and note specified.

(c) A Vendor's Lien retained in the Warranty Deed dated December 2, 1924, of Record in Book 433, Page 419, Deed Records of El Paso County, Texas, from C. E. Kelly, J.H.Pollard and J.M.Pollard, to A. Davila, securing the payment of the following described notes executed by A. Davila payable to the said Kelly, Pollard and Pollard, of even date with said Deed, and described as; No. 5 for \$544.00 due 5 years after its date; the unpaid balance of \$120.00 owing on Note No. 6 originally for \$500.00 due 5 years after its date; all of Notes Nos. 7, 8, 9, 10, 11, 12, 13 and 14, for \$500.00 each, all due 5 years after their date; all bearing 8% interest per annum, from January 1, 1925, payable semi-annually on July 1 and January 1 of each year, all containing the usual 10% attorney's fee and accelerating maturity clauses.

(d) A Deed of Trust dated December 4, 1924, of Record in Book 170, Page 620, Deed of Trust Records, from A. Davila and wife Francisca C. de Davila to Tom B. Newman Trustee for C.E.Kelly, J.H.Pollard and J.M.Pollard, further and additionally securing the payment of the notes described in paragraph (c).

(Notes Nos. 1, 2, 3, 4 and \$380.00 of Note No. 6 of the above described series have heretofore been assigned, together with so much of the liens securing the same to The Federal Land Bank of Houston, Houston, Texas, and were duly subrogated in the two deeds of trust first herein set out.)

2. The North 580.8 feet of Tract 1 Block 1, and the North 580.8 ft. of the 9.42 acre tract, are encumbered as follows;

(a) A Deed of Trust dated March 6, 1925, of Record in Book 168, Page 628, Deed Records of El Paso County, Texas, from Alex Aguaya and wife Blasa Armendariz Aguaya, to M.H.Gossett, Trustee for The Federal Land Bank of Houston, Houston, Texas, securing the payment of one note of even date therewith, signed by grantors payable to beneficiary, for \$1500.00 with 5½% interest per annum, principal and interest payable on the amortization plan in 39 semi-annual payments, unless sooner matured by extra payments on account of principal as therein provided, containing the usual 10% attorney's fee clause and a clause maturing the entire unpaid balance upon certain contingencies in said Deed of Trust and note specified.

(b) A Vendor's Lien retained in the Warranty Deed dated December 2, 1924, of Record in Book 434, Page 508, Deed Records, from C.E.Kelly, J.H.Pollard and J.M.Pollard, to Alex Aguaya, securing the payment of the following described notes of even date therewith, signed by grantee payable to grantors as follows; Balance of \$300.00 of Note No. 4, originally for \$500.00, due 5 years after its date; all of Notes Nos. 5, 6, 7, 8, 9, 10 and 11 for \$500.00 each, all due 5 years after their date, all bearing 8% interest per annum, from January 1, 1925, payable semi-annually on July 1 and January 1 of each year, all containing the usual 10% attorney's fee and accelerating maturity clauses.

(c) A Deed of Trust dated December 2, 1924, of Record in Book 170, Page 624, Deed of Trust Records, from Alex Aguaya and wife Blasa Armendariz Aguaya, to Tom B. Newman, Trustee for C.E.Kelly, J.H.Pollard and J.M.Pollard, further and additionally securing the payment of the notes above.

(Notes Nos. 1, 2 and 3 and the sum of \$200.00 of Note No. 4 were assigned, together with the liens securing the same to The Federal Land Bank of Houston, Houston, Texas, and duly subrogated in the Deed of Trust set out in Item 2, (a).)

(d) On December 21, 1925, Alex Aguaya and wife conveyed the North 580.8 ft. of Tract 1, Block 1; the N.580.8 ft. of Lots 1 and 2, Tract 2 and the North 580.8 ft. of the 9.42 acre tract to A. Davila, and in said Warranty Deed, which is of Record in Book 455, Page 67, Deed Records, it is recited that the time of payment of Notes Nos. 5 to 11 both inclusive, above described had been rearranged so that the same would become due as follows; Note No. 5 on December 2, 1926, No. 6 on December 2, 1927, No. 7 on December 2, 1928, and Nos. 8, 9, 10 and 11 on December 2, 1929; and further recited that the balance of \$300.00 of Note No. 4 had been paid. We are unable to find anything of Record showing the rearrangement and alteration of the due dates of said notes, other than the recitations in said Warranty Deed. Davila assumed the payment of 2/3 of the outstanding indebtedness as part of the consideration for the conveyance to him.

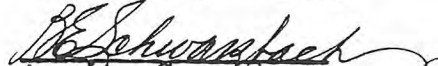
(e) A Vendor's Lien retained in the Warranty Deed dated December 1, 1925, of Record in Book 455, Page 67, Deed Records, from Blasa Armendariz Aguaya and husband Alex Aguaya, to A. Davila, securing the payment of three promissory notes of even date therewith, signed by A.Davila payable to Blasa Armendariz Aguaya, (as her separate estate) as follows; No. 1 for \$400.00 due November 1, 1926; No. 2 for \$500.00 due November 1, 1927 and No. 3 for \$466.65 due November 1, 1928; all bearing 8% interest per annum, from January 1, 1926, payable semi-annually and each containing the usual 10% attorney's fee and accelerating maturity clauses.

3. Lots 3 and 4, Tract 4, Block 1, Vineyard Tract, are unencumbered with the exception of taxes hereinbefore mentioned.

4. All of the above described property is subject to water and construction charges for the year 1931 as follows; Construction \$254.30 and M.& O. \$170.12, making a total of \$424.42.

5. The property being acquired by the United States of America must be released from all of the liens hereinabove set forth.

Yours very truly,

  
Ass't. Secretary.

PIONEER ABSTRACT & GUARANTEE TITLE CO.

EL PASO, TEXAS

TITLE DEPARTMENT

PRELIMINARY OPINION

March 10, 1932.

IN REPLY PLEASE REFER TO

No. 8646

EXAMINER BES

TO Department of Interior,  
Bureau of Reclamation,  
First National Bank Building,  
ATTENTION OF: ~~MR. H. J. S.~~ DEVRIES, District Counsel

IN RE: Land Purchase from A. Davila and wife

PROPERTY: A portion of Tract No. 1-A Block 26, official Re-survey of Socorro Grant, El Paso County, Texas, fully described in Contract dated February 14, 1932, (116r-573) duly recorded in the County Clerk's Office.

INSTRUMENTS EXAMINED: None

RECORD TITLE IN: A.DAVILA (in part) and AURELIANO DAVILA (in part), which person we presume to be the same, but an affidavit to this effect should be procured. Francisca C. de Davila is the wife's name.

SUBJECT TO:

TAXES: 1926 taxes on Lot 3, Tract 4, Block 1, Vineyard \$18.49; 1931 taxes on all of Tract 1-A Block 26, Socorro, \$195.01. The Certificate also shows taxes delinquent for the year 1916 on Lots 1 and 2, Tract 4, Block 1, Vineyard in the sum of \$14.91. The Contract covers no part of these lots, but since they are included within Tract 1-A Block 26, the collector shows the same unpaid.

As shown by plat attached to Contract above mentioned, and also as shown by reference to the plat of Tract 1-A Block 26, Socorro Grant, the said Tract 1-A is composed of various lots, and tracts in Block 1, of the Vineyard Tract, as well as a tract containing 9.42 acres, and being an unnumbered tract in said Socorro Grant.

1. The following liens cover The South 580.8 feet of Tract 1 Block 1; the South 580.8 feet of the 9.42 acres and all of Lot No. 1, in Tract 3, Block 1 (also the South 580.8 feet of Lots 1 and 2 Tract 2 Block 1, but the contract covers no portion of Lots 1 and 2 Tract 2).

(a) A Deed of Trust dated March 6, 1925, of Record in Book 168, Page 634, Deed of Trust Records, from A.Davila et ux, Francisca C. de Davila to M.H.Gossett, Trustee for The Federal Land Bank of Houston, Houston, Texas, securing the payment of one note of even date therewith signed by the grantors payable to beneficiary, for \$1800.00, payable on the amortization plan in 39 semi-annual payments, unless sooner matured by extra payments on account of principal as therein provided; bearing 5½% interest per annum, payable semi-annually and containing the usual 10% attorney's fee clause and a clause maturing the entire unpaid balance upon certain contingencies set forth in said Deed of Trust and note.

(b) A Deed of Trust of Record in Book 107



Records of El Paso County, Texas, from A. Davila and wife Francisca C. de Davila to M.H.Gossett, Trustee for The Federal Land Bank of Houston, Houston, Texas, securing the payment of one note of even date therewith, signed by grantors payable to beneficiary, for \$400.00, with 5½% interest per annum, principal and interest payable on the amortization plan in 39 semi-annual payments unless sooner matured by extra payments on account of principal as therein provided, containing the usual 10% attorney's fee clause and a clause maturing the entire unpaid balance upon certain contingencies in said Deed of Trust and note specified.

(c) A Vendor's Lien retained in the Warranty Deed dated December 2, 1924, of Record in Book 433, Page 419, Deed Records of El Paso County, Texas, from C. E. Kelly, J.H.Pollard and J.M.Pollard, to A. Davila, securing the payment of the following described notes executed by A. Davila payable to the said Kelly, Pollard and Pollard, of even date with said Deed, and described as; No. 5 for \$544.00 due 5 years after its date; the unpaid balance of \$120.00 owing on Note No. 6 originally for \$500.00 due 5 years after its date; all of Notes Nos. 7,8,9,10,11, 12,13 and 14, for \$500.00 each, all due 5 years after their date; all bearing 8% interest per annum, from January 1, 1925, payable semi-annually on July 1 and January 1 of each year, all containing the usual 10% attorney's fee and accelerating maturity clauses.

(d) A Deed of Trust dated December 4, 1924, of Record in Book 170, Page 620, Deed of Trust Records, from A.Davila and wife Francisca C. de Davila to Tom B. Newman Trustee for C.E.Kelly, J.H.Pollard and J.M.Pollard, further and additionally securing the payment of the notes described in paragraph (c).

(Notes Nos. 1,2,3,4 and \$380.00 of Note No. 6 of the above described series have heretofore been assigned, together with so much of the liens securing the same to The Federal Land Bank of Houston, Houston, Texas, and were duly subrogated in the two deeds of trust first herein set out.)

2. The North 580.8 feet of Tract 1 Block 1, and the North 580.8 ft. of the 9.42 acre tract, are encumbered as follows;

(a) A Deed of Trust dated March 6, 1925, of Record in Book 168, Page 628, Deed Records of El Paso County, Texas, from Alex Aguaya and wife Blasa Armendariz Aguaya, to M.H.Gossett, Trustee for The Federal Land Bank of Houston, Houston, Texas, securing the payment of one note of even date therewith, signed by grantors payable to beneficiary, for \$1500.00 with 5½% interest per annum, principal and interest payable on the amortization plan in 39 semi-annual payments, unless sooner matured by extra payments on account of principal as therein provided, containing the usual 10% attorney's fee clause and a clause maturing the entire unpaid balance upon certain contingencies in said Deed of Trust and note specified.

(b) A Vendor's Lien retained in the Warranty Deed dated December 2, 1924, of Record in Book 434, Page 508, Deed Records, from C.E.Kelly, J.H.Pollard and J.M.Pollard, to Alex Aguaya, securing the payment of the following described notes of even date therewith, signed by grantee payable to grantors as follows; Balance of \$300.00 of Note No. 4, originally for \$500.00, due 5 years after its date; all of Notes Nos. 5, 6, 7, 8, 9, 10 and 11 for \$500.00 each, all due 5 years after their date, all bearing 8% interest per annum, from January 1, 1925, payable semi-annually on July 1 and January 1 of each year, all containing the usual 10% attorney's fee and accelerating maturity clauses.

(c) A Deed of Trust dated December 2, 1924, of Record in Book 170, Page 624, Deed of Trust Records, from Alex Aguaya and wife Blasa Armendariz Aguaya, to Tom B. Newman, Trustee for C.E.Kelly, J.H.Pollard and J.M.Pollard, further and additionally securing the payment of the notes above.

(Notes Nos. 1, 2 and 3 and the sum of \$200.00 of Note No. 4 were assigned, together with the liens securing the same to The Federal Land Bank of Houston, Houston, Texas, and duly subrogated in the Deed of Trust set out in Item 2, (a).)

(d) On December 21, 1925, Alex Aguaya and wife conveyed the North 580.8 ft. of Tract 1, Block 1; the N.580.8 ft. of Lots 1 and 2, Tract 2 and the North 580.8 ft. of the 9.42 acre tract to A. Davila, and in said Warranty Deed, which is of Record in Book 455, Page 67, Deed Records, it is recited that the time of payment of Notes Nos. 5 to 11 both inclusive, above described had been rearranged so that the same would become due as follows; Note No. 5 on December 2, 1926, No. 6 on December 2, 1927, No. 7 on December 2, 1928, and Nos. 8, 9, 10 and 11 on December 2, 1929; and further recited that the balance of \$300.00 of Note No. 4 had been paid. We are unable to find anything of Record showing the rearrangement and alteration of the due dates of said notes, other than the recitations in said Warranty Deed. Davila assumed the payment of 2/3 of the outstanding indebtedness as part of the consideration for the conveyance to him.

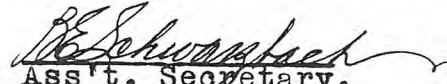
(e) A Vendor's Lien retained in the Warranty Deed dated December 1, 1925, of Record in Book 455, Page 67, Deed Records, from Blasa Armendariz Aguaya and husband Alex Aguaya, to A. Davila, securing the payment of three promissory notes of even date therewith, signed by A. Davila payable to Blasa Armendariz Aguaya, (as her separate estate) as follows; No. 1 for \$400.00 due November 1, 1926; No. 2 for \$500.00 due November 1, 1927 and No. 3 for \$466.65 due November 1, 1928; all bearing 8% interest per annum, from January 1, 1926, payable semi-annually and each containing the usual 10% attorney's fee and accelerating maturity clauses.

3. Lots 3 and 4, Tract 4, Block 1, Vineyard Tract, are unencumbered with the exception of taxes hereinbefore mentioned.

4. All of the above described property is subject to water and construction charges for the year 1931 as follows; Construction \$254.30 and M. & O. \$170.12, making a total of \$424.42.

5. The property being acquired by the United States of America must be released from all of the liens hereinabove set forth.

Yours very truly,

  
Ass't. Secretary.

619 First National Bank Bldg.,  
El Paso, Texas,

February 25, 1932.

Pioneer Abstract & Guarantee Title Co.,  
Bassett Tower,  
El Paso, Texas.

Gentlemen:

Please furnish the Bureau of Reclamation a certificate of guaranty of title covering fee simple title free and clear of liens and encumbrances, to be vested in the United States, to land situated in the Socorro Grant in Tract A (1A), Block 26, on plat of official county resurvey of the Socorro Grant, described in contract dated February 14, 1932, between the United States and A. Davila and Francisca C. Davila, consideration in such contract being \$277.50.

Very truly yours,

H. J. S. Devries,  
District Counsel.

619 First National Bank Bldg.,  
El Paso, Texas,

February 25, 1932.

Pioneer Abstract & Guarantee Title Co.,  
Bassett Tower,  
El Paso, Texas.

Gentlemen:

Please furnish the Bureau of Reclamation a certificate of guaranty of title covering fee simple title free and clear of liens and encumbrances, to be vested in the United States, to land situated in the Socorro Grant in Tract A (1A), Block 26, on plat of official county resurvey of the Socorro Grant, described in contract dated February 14, 1932, between the United States and A. Davila and Francisca C. Davila, consideration in such contract being \$277.50.

Very truly yours,

H. J. S. Devries,  
District Counsel.

El Paso, Texas.

February 25, 1932.

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

Dear Sir:

There is transmitted herewith land purchase contract between the United States and A. Davila and Francisca C. Davila, which kindly record and bill the Bureau of Reclamation with recording fee. The cloth plat is for your files.

Very truly yours,

H. H. Berryhill,  
Chief Clerk.

*Lawrence*

El Paso, Texas.

February 25, 1932.

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

Dear Sir:

There is transmitted herewith land purchase contract between the United States and A. Davila and Francisca C. Davila, which kindly record and bill the Bureau of Reclamation with recording fee. The cloth plat is for your files.

Very truly yours,

H. H. Berryhill,  
Chief Clerk.

*Jawa*

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 2-14-32  
symbol and number 116r-573; made by A. Davila and Francisca C. Davila  
amount involved, \$ 277.50; authority No. \_\_\_\_\_ for clearing account \_\_\_\_\_  
purpose Purchase of land

Reference: \_\_\_\_\_

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

Place El Paso, Texas Date 2-15-32

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 Feb. 23, 1932

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. J. S. Devries, 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.



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 **Feb. 14, 1932**, with

**A. Davila and Francisca C. Davila, his wife**

1. State purpose for which the land is required.

**For the enlargement and straightening of the Upper  
Clint Lateral**

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

**1.92 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.

**A. Davila, Box 50, R.F.D., Isleta, Texas  
Francisca C. Davila, Box 50, R.F.D., Isleta, 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**

CERTIFICATE BY PROJECT SUPERINTENDENT

I hereby certify that the land described in the attached land purchase contract dated February 14, 1932, between The United States of America and A. Davila and Francisca C. Davila, is required for purposes authorized by the Act of June 17, 1902 (32 Stat., 388), namely, as right of way for the Clint Lateral, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, \$277.50, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 18th day of February, 1932.

L. R. Fiock  
Superintendent  
Bureau of Reclamation

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in the attached land purchase contract dated February 14, 1932, between The United States of America and A. Davila and Francisca C. Davila, and that the proposed grantors are in actual, sole and exclusive possession of the land proposed to be conveyed, claiming to be the owners thereof, and no person claiming a right in such land adverse to the proposed grantors is in possession of any part of it.

Dated at El Paso, Texas, this 18th day of February, 1932.

Geo. W. Hoadley  
Junior Engineer.

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 **Feb. 14, 1932**, with

**A. Davila and Francisca G. Davila, his wife**

1. State purpose for which the land is required.

**For the enlargement and straightening of the Upper  
Clint Lateral**

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

**1.92 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.

**A. Davila, Box 50, R.F.D., Yoleta, Texas  
Francisca G. Davila, Box 50, R.F.D., Yoleta, 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. State how much of the land is under cultivation, to what kind of crops, with area of each crop cultivated, and how much is not cultivated but is capable of being brought under cultivation, as well as the general character of such land; also the condition and kind of improvements, if any. Give a detailed estimate of the value of all important improvements on the land, such as buildings; also the amounts and values of the several classes of land.

**Cultivated and in alfalfa**

8. If any portion of the land is irrigated, state what water rights go with the land and how much of the cultivated and how much of the uncultivated land is capable of irrigation.

**Water rights in the Clint Ditch**

9. State the selling price of similar land in the vicinity.

**\$250.00 per acre**

10. State fully any other matters relative to the land or to the purchase that may be of interest to the Government, especially concerning possible injury or benefit to other portions of this tract.

**The widening and straightening of the Upper Clint Lateral of general benefit to lands served from same that lie below the land of the contractor.**

Dated **February 18, 1932**, 1932

(Signature) **Geo. W. Roadley**

**Junior Engineer**

(Title) \_\_\_\_\_

*In Charge of Negotiations.*

Approved:

**L. B. Flock**

~~XXXXXXXXXX~~  
**Project Manager  
Superintendent**

DEPARTMENT OF THE INTERIOR

DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

EXCEPTIONS - Rio Grande Irrigation Project

RECORD OF EXECUTION OF CONTRACT

IN RE CONTRACT, and bond, if any, relating to above-named project, dated 2-14-32

symbol and number 116r-573; made by A. Davila and Francisca C. Davila

amount involved, \$ 277.50; authority No. \_\_\_\_\_ or clearing account \_\_\_\_\_

purpose Purchase of land

Reference: \_\_\_\_\_

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

Place El Paso, Texas Date 2-18-32

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 Feb. 23, 1932

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. J. S. Devries \_\_\_\_\_, 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.

STATEMENT AND CERTIFICATE  
OF AWARD

No. 116r-573  
(Contract)

Date 2-19-32, 19

DEPARTMENT OF THE INTERIOR  
(Department or establishment)

BUREAU OF RECLAMATION  
(Bureau or office)

EL PASO, TEXAS  
(Location)

METHOD OF OR ABSENCE OF ADVERTISING

(Section 3709 of the Revised Statutes)

1. After advertising in newspapers.
2. (a) After advertising by circular letters sent to.....dealers.  
(b) And by notices posted in public places.  
(If notices were not posted in addition to advertising by circular letters sent to dealers, explanation of such omission must be made. The notation on the certificate below must be "2 (a) (b)" or "2 (a)," depending on whether or not notices were posted.)
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 Enlargement and straightening of Clint Lateral
5. Without advertising, it being impracticable to secure competition because of.....

(Here state circumstances under which the securing of competition was impracticable)

AWARD OF CONTRACT

- A. To lowest bidder as to price (Expenditures).
- B. To other than the lowest bidder as to price (Expenditures).
- C. To highest bidder as to price (Receipts).
- D. To other than the highest bidder as to price (Receipts)

CERTIFICATE

I CERTIFY that the foregoing statement is true and correct; that the agreement was made in consequence of No. 4 of the method of or absence of advertising and in accordance with award of contract lettered A, as shown above; that where lower bids (expenditure contracts) or higher bids (receipt contracts) as to price were received a statement of reasons for their rejection, together with an abstract of bids received, including all lower than that accepted in case of expenditure contracts and all higher in case of receipt contracts, is given below or on the reverse hereof or on a separate sheet attached hereto; that the articles or services covered by the agreement (expenditure) are necessary for the public service, and that the prices charged are just and reasonable.

L R Flock

(Signature of contracting officer)

Superintendent

(Title)

NOTE.—This statement and certificate will be used to support all agreements, both formal contracts and less formal agreements of whatever character, involving the expenditure or receipt of public funds. It must be executed and signed by the contracting officer (unless the award is made by or is subject to approval by an officer other than the contracting officer, when execution and signature may be made by such officer).

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

A. Davila and Francisca G. Davila, his wife

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

(b) I further certify that I did examine the said Francisca G. Davila separate and apart from her husband, and explained to her the contents of the foregoing instrument and upon that examination she declares that she did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and does not wish to retract the same.

Given under my hand and official seal, this 14th day of February, 193 2

[SEAL]

6-1-33

Geo. W. Hoadley

Notary Public for and in

My commission expires El Paso County, Texas

CERTIFICATE OF COUNTY RECORDER

CERTIFICATE OF RECORD

STATE OF TEXAS  
COUNTY OF EL PASO

I hereby certify that this instrument was filed for record at my office at 11:35 o'clock A.M. on the 26th day of February, A. D. 1932, at 11:00 o'clock A.M. and duly recorded in the Deed Records of Said County, in Volume 559 on page 102.

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 26th day of February, A. D. 1932, at 11:35 o'clock A.M. and duly recorded the 9th day of March, A. D. 1932, at 11:00 o'clock A.M. in the Deed Records of Said County, in Volume 559 on page 102.

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

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

L. B. Flock  
Superintendent Bureau of Reclamation

Subscribed and sworn to before me at El Paso, Texas

this 14th day of February, A. D. 193 2

Geo. W. Hoadley

[OFFICIAL SEAL]

My commission expires 6-1-33



DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

~~El Grande~~ IRRIGATION PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this **14th** day of **February**, 193 **2** 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, ~~is~~ **represented by the officer executing this contract**

~~thereby duly authorized and subject to the approval of the proper supervisory officer thereof~~  
and **A. Davila**

and **Francisca C. Davila**, his wife, hereinafter styled Vendor, of **Yaleta**, County of **El Paso**, State of **Texas**

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

3. The Vendor shall sell and by good and sufficient **general warranty** deed, convey to United States, free of lien or encumbrance, the following-described real estate which is **their community** property, situated in the County of **El Paso**

State of **Texas**, to wit:

A tract of land lying and situate in the Socorro Grant, El Paso County, Texas and in the Northwest quarter (NW $\frac{1}{4}$ ) Section twenty-nine (29) and Northeast quarter (NE $\frac{1}{4}$ ) Section thirty (30), Township thirty-two (32) South, Range seven (7) East, Bureau of Reclamation Survey, being also within tract one (1), Block one (1), lot one (1), Tract three (3), Block one (1) and lots three (3) and four (4), Tract four (4), Block one (1) of the Vineyard Tract, being also within Tract one A (1A) Block twenty-six (26) on plat of official resurvey of the Socorro Grant, as accepted by the Commissioner's 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 the point of intersection of the Northerly right of way line of Yaleta-San Elizario Highway and the Easterly right of way line of the Vineyard road and from which point a marker at the intersection of the Vineyard road with the Yaleta-San Elizario Highway bears South eighty-nine degrees (89°) thirty-eight minutes (38') twenty-seven seconds (27") West thirty-three and five tenths (33.5) feet; thence North sixty-two degrees (62°) twenty-one minutes (21') East along the westerly line of the land of the grantors twenty-one and six tenths (21.6) feet; thence South sixty-one degrees (61°) thirty-three minutes (33') East two hundred sixty-three and one tenth (263.1) feet; thence South fifty-four degrees

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

Correct as to Engr. Data  
SMA

(54°) fifty-five minutes (55') East three hundred four and seven tenths (304.7) feet; thence South fifty-two degrees (52°) twenty minutes (20') East two hundred ninety-nine and six tenths (299.6) feet; thence South fifty degrees (50°) thirty-four minutes (34') East three hundred seventy-one and no tenths (371.0) feet; thence South seventy-two degrees (72°) three minutes (03') East four hundred eighty and no tenths (480.0) feet; thence South sixty-nine degrees (69°) twelve minutes (12') East two hundred thirty and six tenths (230.6) feet; thence South seventy-one degrees (71°) fifty-two minutes (52') East sixty-eight and one tenth (68.1) feet to a point on the westerly line of lot two (2) tract three (3) Block one (1) of the Vineyard Tract; thence South twenty-seven degrees (27°) thirty-one minutes (31') East along said westerly line of lot two (2) tract three (3) Block one (1) seventy-five and three tenths (75.3) feet to a point the most southerly corner of said lot two (2) tract three (3) block one (1) of the Vineyard Tract, said point being also the most easterly corner of lot one (1) tract three (3) block one (1), the most northerly corner of lot three (3) tract four (4) block one (1) and the most westerly corner of lot four (4) tract four (4) block one (1) all of the Vineyard Tract; thence North sixty-two degrees (62°) twenty-one minutes (21') East along the line between said lot two (2) tract three (3) and lot four (4) tract four (4) seventy-three and four tenths (73.4) feet to a point from which a concrete marker being the most easterly corner of said lot two (2) tract three (3) and the most northerly corner of said lot four (4) tract four (4) bears North sixty-two degrees (62°) twenty-one minutes (21') East three hundred one and six tenths (301.6) feet; thence South seventy-one degrees (71°) fifty-two minutes (52') East twenty-two and six tenths (22.6) feet; thence South seventy-one degrees (71°) fifty-two minutes (52') East twenty-two and six tenths (22.6) feet; thence South seventy-one degrees (71°) ten minutes (10') East three hundred sixty-one and two tenths (361.2) feet; thence South forty-eight degrees (48°) eleven minutes (11') East one hundred two and seven tenths (102.7) feet to a point on the easterly line of said lot four (4) tract four (4) block one (1); thence South twenty-seven degrees (27°) thirty-one minutes (31') East, along said easterly line of lot four (4) tract four (4), two hundred six and one tenth (206.1) feet to a point, the most easterly corner of said lot four (4) tract four (4) block one (1) said point being on the westerly right of way line of the Armstrong Road; thence South sixty-two degrees (62°) twenty-one minutes (21') West, along said road right of way line, eighteen and four tenths (18.4) feet; thence North forty-eight degrees (48°) eleven minutes (11') West two hundred seventy-four and two tenths (274.2) feet; thence North seventy-two degrees (72°) forty-five minutes (45') West four hundred six and no tenths (406.0) feet; thence North sixty-eight degrees (68°) forty-three minutes (43') thirty seconds (30") West three hundred sixty-one and three tenths (361.3) feet; thence North seventy-two degrees (72°) three minutes (03') West four hundred seventy-four and seven tenths (474.7) feet; thence North fifty-two degrees (52°) thirty-four minutes (34') West four hundred four and four tenths (404.4) feet; thence North fifty-two degrees (52°) nine minutes (09') West three hundred and no tenths (300.0) feet; thence North fifty-two degrees (52°) twenty-three minutes (23') West two hundred forty and one tenth (240.1) feet; thence North fifty-five degrees (55°) fifty-three minutes (53') West two hundred fifty-four and nine tenths (254.9) feet to a point on the northerly right of way line of the Ysleta-San Elizario Highway; thence North twenty-seven degrees (27°) twenty minutes (20') West, along said Highway right of way line, eighty-five and nine tenths (85.9) feet to the place of beginning, said tract containing five and fifty-two hundredths (5.52) acres, more or less, three and six tenths (3.6) acres of which is occupied by the Clint Lateral, the property of the United States and the remainder, or one and ninety-two hundredths (1.92) acres, more or less, is the part herein intended to be conveyed, all as shown on plat attached hereto and made a part hereof.

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,

By L.R. Flock  
Superintendent, Bureau of Reclamation.

APR 13 1932

Witnesses:

Geo. W. Hoadley

P. O. Address El Paso, Texas

R. C. Davila

P. O. Address Rt. 1, Isleta, Texas

A. Davila

Vendor.

Her  
Francisca (X) Davila  
Mark

Vendor.

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

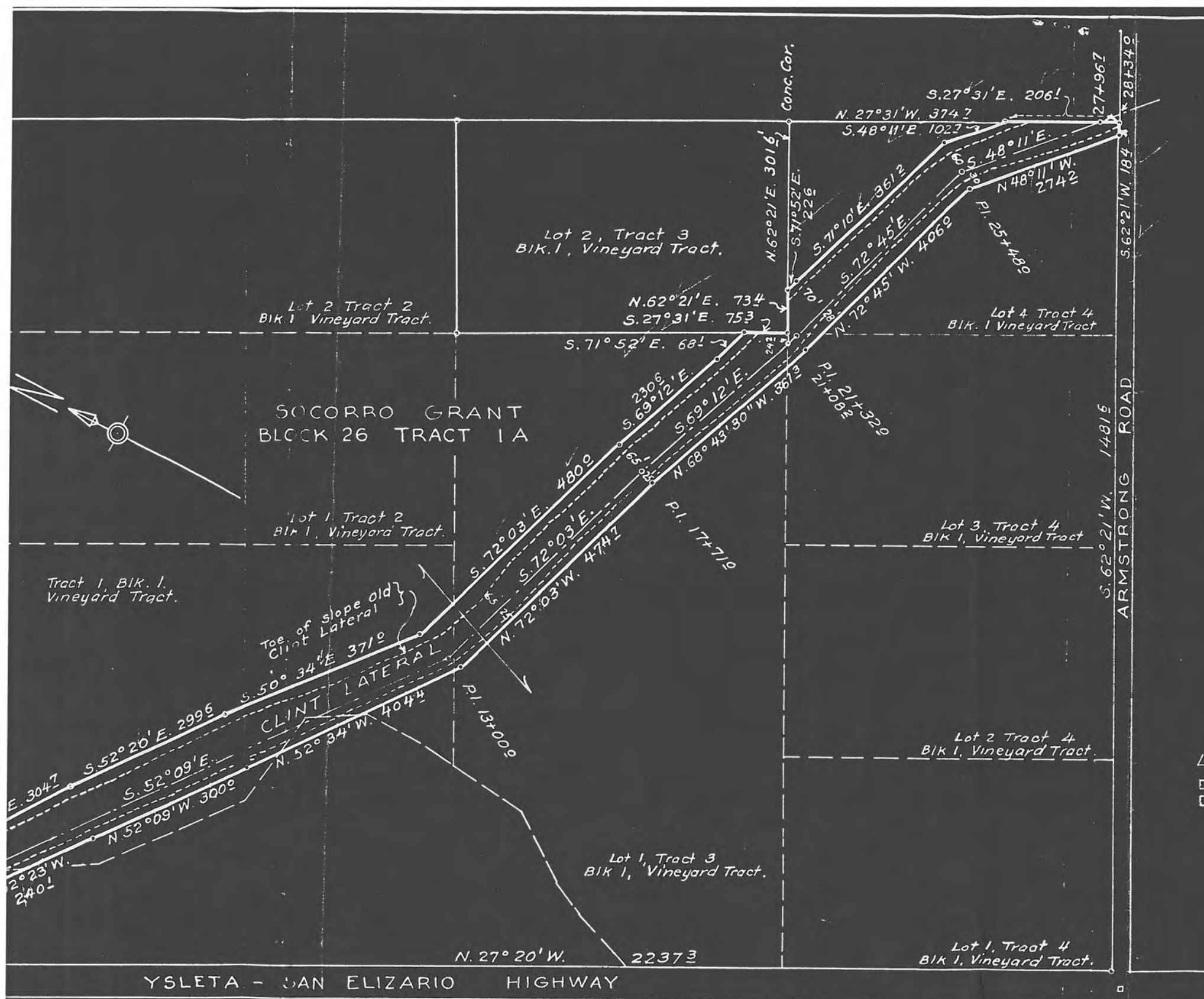
Vendor.

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

P. O. Address Box 50, Rt. 1,  
Isleta, Texas.

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

(Date) \_\_\_\_\_, 193



Sec. 29 & U.S.  
Also descr  
Tract 1,  
Lot 1 of Tr  
Tract 4 a  
VINEYAR

Above  
designate  
resurvey  
by El Paso

A. Davila.

1.9
3.6
5.5

D  
RIO GRA  
UPPE  
FIELD W  
DRAWN  
3574-L

