

710

GRANDVIEW REALTY COMPANY WARRANTY DEED YSLA LAYERAL

249

0023-00~~00~~<sup>79</sup>-0011-00

13-(11) TEXAS

Grandview Co.  
4-7-81  
4-8-81

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

KNOW ALL MEN BY THESE PRESENTS:

That **Grand View Realty Company,**  
a corporation, of El Paso County, Texas, for and in consideration of the sum of **(\$235.50)**

**Two hundred thirty five and 50/100**  
**of America**

Dollars, to it paid by **the United States**  
the receipt of which is hereby acknowledged.

has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey unto the said  
**United States of America.**

of the County of El Paso and State of Texas, all that certain property known and described as follows, to-wit:  
A tract of land in the east half (E $\frac{1}{2}$ ), section six (6), Township thirty-two (32)  
south, Range seven (7) east, United States Reclamation Service Survey and in the Socorro  
Grant, El Paso County, Texas, bounded and described as follows:

Beginning at a point on the center line for the Ysla Lateral, Rio Grande Project and  
property line between land of grantors herein and Leopoldo Acosta from which point the  
southeast (SE) corner of said section six (6) lies south (S) two thousand seven hundred  
fifty four and three tenths (2754.3) feet and east (E) two thousand one hundred twelve  
and seven tenths (2112.7) feet; thence with said property line north thirty-two degrees  
forty-three minutes (N 32°43') east (E) thirty-two and eighty-five hundredths (32.85) feet  
thence south thirty-three degrees fourteen minutes (S 33°14') East (E) one hundred  
ninety-eight and two tenths (198.2) feet; thence south thirty-four degrees twenty-seven  
minutes (S34°27') east five hundred ninety-nine and seven tenths (599.7) feet; thence  
north fifty-five degrees thirty-three minutes (N 55°33') east (E) twenty (20) feet; thence  
south thirty-four degrees twenty-seven minutes (S34°27') east (E) one thousand thirty-eight  
and seven tenths (1038.7) feet; thence south seventeen degrees fifty-one minutes (S17°51')  
east (E) five hundred forty-nine and eight tenths (549.8) feet to the west boundary line  
of a county road; thence with said road south (S) thirty degrees thirty minutes (S30°30')  
west (W) sixty-six and nine tenths (66.9) feet to a point on center line for Ysla lateral  
from which point the southeast (SE) corner said section six (6), lies south (S) six hun-  
dred ninety-five and four tenths (695.4) feet and east nine hundred eight and four tenths  
(908.4) feet; thence south thirty degrees thirty minutes (S30°30') west (W) sixty-six and  
nine tenths (66.9) feet; thence north seventeen degrees fifty-one minutes (N17°51') west  
(W) six hundred twenty-four and two tenths (624.2) feet; thence north thirty-four degrees  
twenty-seven minutes (N34°27') west (W), one thousand twenty-four and one tenth (1024.1)  
feet; thence north fifty-five degrees thirty three minutes (N55°33') east twenty (20)  
feet; thence north thirty-four degrees twenty-seven minutes (N 34°27') west (W) six hundred  
and three tenths (600.3) feet; thence north thirty-three degrees fourteen minutes (N33°14')  
west (W) one hundred seventy-two (172) feet to the property line between land of grantors  
herein and said Leopoldo Acosta; thence with said property line north thirty-two degrees  
forty-three minutes (N 32°43') east (E) thirty-two and eighty-five hundredths (32.85) feet to  
the place of beginning containing four and eight tenths (4.8) acres of land more or less,  
nine hundredths (.09) acre of which is occupied by the old Ysla Ditch and is the pro-  
perty of the United States and the remainder or four and seventy-one hundredths (4.71)  
acres being the land herein intended to convey.

Correct as to Engineering. S.M.A.

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

~~assigns~~ assigns forever; and said corporation does hereby bind itself, its successors and assigns, to Warrant  
and forever Defend, all and singular the said premises unto the said **United States of America**  
its successors

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

IN TESTIMONY WHEREOF **Grand View Realty Company**  
has caused these presents to be executed by its **President**, attested by its Secretary and its corporate  
seal to be hereto affixed, this **5th** day of **August** A. D. 192**7**.

Attest: **Grand View Realty Company**  
**G.H. Mapel** Secretary. **C. M. Newman**  
President.

(Seal) OFFICE OF CLERK OF COUNTY OF EL PASO, TEXAS

THE STATE OF TEXAS,  
COUNTY OF EL PASO.

Notary Public

C. H. ...

Before me, the undersigned authority, on this day personally appeared C. M. Newman

President of Grand View Realty Company

a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, as President thereof, and for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 5th day of August A. D. 1928

(Seal).

Walter Taylor

Notary Public in and for El Paso County, Texas.

Certificate of Record

THE STATE OF TEXAS  
COUNTY OF EL PASO

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 16th DAY OF APRIL A. D. 1928 at 2.45 O'CLOCK P.M. and DULY RECORDED THE 22 DAY OF APRIL A. D. 1928, AT 1.43 O'CLOCK P.M. IN THE DEED RECORDS OF SAID COUNTY IN VOLUME 491 ON PAGE 127.

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, COUNTY CLERK,

By A. A. Osborne

Deputy.

CORPORATION NO. 38-C

WARRANTY DEED

Grand View Realty Co.,

TO

United States of America

Filed for record, this 16th

day of April 1928, at 2

o'clock and 45 minutes P. M.

W. D. GREET

Clerk County Court, El Paso County, Texas

By Geo. H. Booth

Deputy

ELLIS BROS. PRINTING CO., EL PASO

Leopaldo Acosta  
 S. 2754.3' and E. 2112.7' to S.E. Cor. Sec. 6, T. 32 S. R. 7 E.

S. 33° 14' E. 198.2'

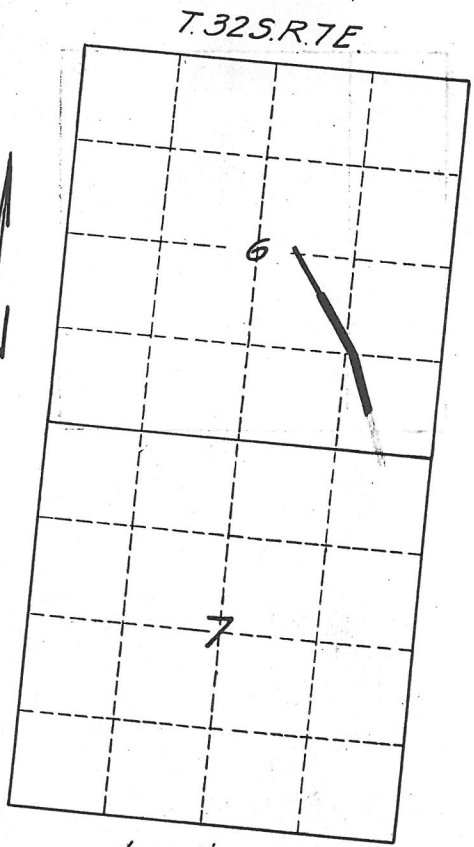
N. 33° 14' W. 172.0'  
 S. 34° 27' E. 599.7'  
 N. 34° 27' W. 600.5'

N. 55° 33' E. 20'

S. 34° 27' E. 1038.7'  
 N. 34° 27' W. 1024.1'

Grandview Realty Co.

Ysla Lateral - Schedule 1  
 Ysla Lateral - Schedule 1



Location Plat.

Old Ysla Ditch .09 A. Property U.S.

N. 17° 31' W. 624.2'

S. 17° 31' E. 549.8'

S. 30° 30' W.

S. 695.4' and E. 908.4' to  
 S.E. Cor. Sec. 6, T. 32 S. R. 7 E.

RIGHT OF WAY  
 Through Property of  
 GRANDVIEW REALTY CO.  
 4.71 Acres  
 In the E. 1/2 Section 6, T. 32 S. R. 7 E.  
 U.S.R.S. Survey,  
 and Socorro Grant, El Paso County, Texas.

W.D. 8/5/27

Rec 4/22/28

BK 491 Pg 127

Scale 1"=300'

DEPARTMENT OF THE INTERIOR  
 UNITED STATES RECLAMATION SERVICE  
 RIO GRANDE PROJECT, N.M.-TEX.  
 YSLA LATERAL, SCHEDULE 1  
 RIGHT OF WAY

Drawn A.D.D. Recommended  
 checked G.W.H. Approved

129464 El Paso Tex. 5/25/18

CERTIFICATE BY PROJECT SUPERINTENDENT.

I hereby certify that the land described in attached land purchase contract dated March 8, 1927, between The United States of America and Grand View Realty Company, is required for purposes authorized by the Act of June 17, 1902, (32 Stat., 388), namely, as right of way for the Tula Internal Extension, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, \$235.50, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 11th day of March, 1927.

W. L. Lawson,

Project Superintendent,  
Bureau of Reclamation.

CONDITIONS OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land-purchase contract dated March 5, 1937, between The United States of America, and Grand View Realty Company, 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 11th day of March, 1937.

Geo. W. Hodley

Junior Engineer,  
Bureau of Reclamation.

El Paso, Texas, July 29, 1927.

Mr. C. J. Mapel, Secretary,  
Grand View Realty Company,  
c/o Newman Investment Company,  
El Paso, Texas.

Dear Sir:

Pursuant to your verbal request of Mr. Hoadley,  
we enclose herewith proposed deed under land purchase  
contract dated March 2, 1927, for your use in getting  
the release of vendor's liens and for execution later  
when the Guarantee Title Company is ready to execute  
the title certificate.

Very truly yours,

H.J.S. Devries,  
District Counsel.

Enc.  
Deed.

El Paso, Texas, July 23, 1927.

Mr. C. J. Mapel, Secretary,  
Grand View Realty Company,  
c/o Newman Investment Company,  
El Paso, Texas.

Dear Mr. Mapel:

Reference is made to land purchase contract dated March 2, 1927, between the United States and the Grand View Realty Company covering 4.71 acres in the Socorro Grant. We are now advised by the Pioneer Abstract & Guarantee Title Company that certain matters affecting the title to this property should be cleared up before they can issue a guarantee certificate. They advise us as follows:

"A Vendor's Lien, reserved and retained in the Warranty Deed dated January 4, 1925, filed for record June 3, 1925, recorded in Book 444 page 549, Deed Records of El Paso County, Texas from Grand View Realty Company to Antonio Valenzuela, securing payment of 32 notes of even date therewith, signed by Antonio Valenzuela, payable to Grand View Realty Company as follows: Notes Nos. 1 and 2 for \$5000.00 each due 1 and 2 years after date, Nos. 3, 4, 5 and 6 for \$1,000.00 each due 3 years after date, Nos. 7, 8, 9 and 10 for \$1,000.00 each due 4 years after date, No. 11, for \$5,000.00, No. 12 for \$2,000.00, Nos. 13, 14 and 15 for \$1,000.00 each, No. 16 for \$650.00, Nos. 17 to 20 for \$1,000.00 each, Nos. 21 and 22 for \$500.00 each, said Notes Nos. 11 to 22, both inclusive due 5 years after date, bearing 8% interest per annum, payable semi-annually, containing the usual 10% attorney's fee and accelerating maturity clauses.

A Transfer dated June 1, 1925, filed for record June 3, 1925, recorded in Book 444, page 563, Deed Records of El Paso County, Texas whereby Grand View Realty Company transferred



Notes Nos. 13, 14, 15, and 17 to 51, both inclusive, together with the lien securing their payment to the First Mortgage Company of El Paso, Texas and said notes Nos. 13, 14, 15 and 17 to 51, were made a first lien on said property and superior in all things to the other notes of said series.

The 4.8 acres should be released as to all of the above described notes and the vendor's lien securing their payment.

A Quit Claim Deed should also be obtained from Antonio Valenzuela and wife Teodora M. de Valenzuela as to the 4.8 acres, inasmuch as the judgment in Suit 27573 in favor of Grand View Realty Company, excepts 4.71 acres, leaving the title to .09 of an acre yet in said Valenzuela and wife."

We are enclosing appropriate blanks for release of the vendor's lien referred to and will appreciate it if you will take steps to have the matters mentioned cleared up so that we may procure the title certificate and put the purchase in line for payment.

We have not as yet been advised concerning the condition of taxes, but upon receipt of this information we will communicate further with you.

Very truly yours,

H. J. S. Devries,  
District Counsel.

Enc.  
Blanks.

## OFFICERS

W. H. BUCHER  
President  
N. H. GILLOT  
Vice-President  
TOM B. NEWMAN  
Vice-President  
JAMES W. GIBB  
Treasurer  
A. G. FOSTER  
Secretary

Pioneer Abstract & Guarantee Title Company  
First National Bank Building  
El Paso, Texas

## DIRECTORS

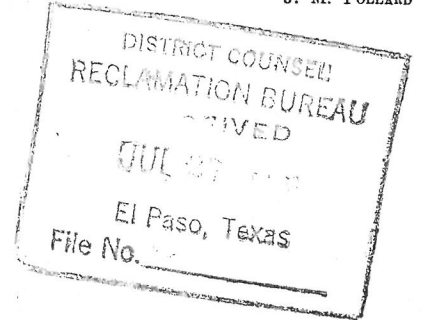
W. H. BUCHER  
C. L. HILL  
N. H. GILLOT  
TOM B. NEWMAN  
JAMES W. GIBB

## LEGAL DEPARTMENT

W. W. TURNBY  
W. H. BURGESS  
A. H. CULWELL  
R. L. HOLLIDAY  
J. M. POLLARD

July 23, 1927.

Re: Our File 4687



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

Dear Sir:

From an examination of the title to 4.8 acres of land in the Socorro Grant, in El Paso County, Texas, we find title thereto to be vested in Grand View Realty Company, subject to the following:

A Vendor's Lien, reserved and retained in the Warranty Deed dated January 4, 1925, filed for record June 3, 1925, recorded in Book 444 page 349, Deed Records of El Paso County, Texas from Grand View Realty Company to Antonio Valenzuela, securing payment of 32 notes of even date therewith, signed by Antonio Valenzuela, payable to Grand View Realty Company as follows: Notes Nos. 1 and 2 for \$3000.00 each due 1 and 2 years after date, Nos. 3, 4, 5 and 6 for \$1,000.00 each due 3 years after date, Nos. 7, 8, 9 and 10 for \$1,000.00 each due 4 years after date, No. 11 for \$5,000.00, No. 12 for \$2,000.00 Nos. 13, 14 and 15 for \$1,000.00 each, No. 16 for \$630.00, Nos. 17 to 30 for \$1,000.00 each, Nos. 31 and 32 for \$500.00 each, said Notes Nos. 11 to 32, both inclusive due 5 years after date, bearing 8% interest per annum, payable semi-annually, containing the usual 10% attorney's fee and accelerating maturity clauses.

A Transfer dated June 1, 1925, filed for record June 3, 1925, recorded in Book 444, page 362, Deed Records of El Paso County, Texas whereby Grand View Realty Company transferred Notes Nos. 13, 14, 15 and 17 to 31, both inclusive, together with the lien securing their payment to The First Mortgage Company of El Paso, Texas and said notes Nos. 13, 14, 15 and 17 to 31, were made a first lien on said property and superior in all things to the other notes of said series.

The 4.8 acres should be released as to all of the above described notes and the vendor's lien securing their payment.

A Quit Claim Deed should also be obtained from Antonio Valenzuela and wife Teodora M. de Valenzuela as to the 4.8 acres, inasmuch as the judgment in Suit 27573 in favor of Grand View Realty Company excepts 4.71 acres, leaving the title to .09 of an acre yet in said Valenzuela and wife.

We have not yet received taxcertificate nor water statement, but should there be any charges due we will advise you.

Upon receipt of the papers in connection herewith, providing there is no change in the status of the title, we will issue our policy of title insurance.

Very truly yours,



Secretary

HCS

El Paso, Texas, April 25, 1928.

From: District Counsel

To: Superintendent, Rio Grande Project

Subject: Acquisition of land - Opinion of title to land described in contract dated March 2, 1927, with Grand View Realty Company, a corporation, area, 4.71 acres; consideration \$235.50, for Ysla Lateral extension, -Rio Grande Project.

1. Title to the land described in the above-named contract now appears to be satisfactorily vested in fee simple in the United States free of liens and encumbrances as shown by the certificate of guarantee of title dated April 16, 1928, and warranty deed from the grantor dated August 5, 1927.

2. Taxes up to the year 1928 appear to have been paid. Taxes for 1928 become a lien on real property as of January 1st after levy has been made. However, in this case the levy has not yet been made for the current year and title having vested in the United States prior to levy for the current year the United States acquires the property free of any lien for 1928 taxes.

3. The contract may now be placed in line for payment of the stipulated consideration of \$235.50.

4. Original and copy of deed, certificate of guarantee and all title papers are transmitted herewith.

-----  
H.J.B. Devries

cc to Denver  
to Washington

El Paso, Texas, March 12, 1927

Mr. W. D. Greet,  
County Clerk,  
El Paso, Texas

Dear Sir:

Enclosed herewith is land purchase contract between the United States and Grand View Realty Company, dated March 2, 1927, which kindly record and return to this office at your early convenience.

Enc.  
Land Purchase contract

Very truly yours,

H. J. S. Devries,  
District Counsel,

CC:  
El Paso,

DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Rio Grande Project

El Paso, Texas  
(Place)

March 11th, 1927  
(Date)

From Project Office,  
To District Counsel,  
Subject: Transmitting contract for action, Rio Grande project.

1. Request is made for approval as to form, execution, and legal sufficiency of contract (~~with bond~~), described as follows:

- (a) Date of contract **March 2nd, 1927**
- (b) Name of contractor **Grand View Realty Company**
- (c) Estimated amount involved, **\$ 235.50**
- (d) Authority number **6A**
- (e) Clearing account
- (f) Purpose of contract **Purchase of 4.71 acres of land in the E<sup>1</sup>/<sub>2</sub> Section 6, Township 32 South, Range 7 east, U.S.R.S. and in the Socorro Grant, El Paso County, Texas for right of way for Ysla Lateral Extension.**

DIRECTIONS

2. The following papers are inclosed:

- Contract, original, and 4 copies.
- ~~Bond, original, and 3 copies.~~
- This letter, **3** copies.
- Engineer's Certificate, original and 4 copies
- Report on Land Purchase Contract, original and 4 copies
- Plat and 4 copies
- Possessory certificate, original and 4 copies

*Wm. L. ...*  
Superintendent.  
(Signature)

El Paso, Texas,  
(Place)

March 12, 1927  
(Date)

On this date the above-described contract\* ~~and bond~~ approved as to form, execution, and legal sufficiency, and inclosures as follows returned to project office:

- Contract, original, and **4** copies.
- ~~Bond, original, and 2 copies.~~
- This letter, **3** copies.
- Engineer's Certificate, orig. & 4 copies
- Report on Land Purchase contract orig & **4** copies, Plat and 4 copies.
- Possessory certificate, orig. & 4 copies.

*H. J. S. Devries*  
H. J. S. Devries,  
District Counsel.

\* Mark out if not applicable.

BEMVVK2:

Description correct as to engineering data.

**REMARKS:**

to project office:  
total execution and legal sufficiency and instructions as follows: to be  
of as follows: approved as follows:

(1930) (1940)  
REVISIONS: 1930 1940

to project office:  
total execution and legal sufficiency and instructions as follows: to be  
of as follows: approved as follows:

to project office:  
total execution and legal sufficiency and instructions as follows: to be  
of as follows: approved as follows:

**DIRECTIONS**

1. This form is devised to render unnecessary the writing of various routine letters in reference to contracts, and should be used only in cases where contracts are to be executed by superintendents and others duly authorized and effective when approved by district counsel as to form, execution, and legal sufficiency (see paragraph 4 of C. L. 1317 as amended by G. L. 1343).
2. The office in which the contract originates will transmit to the district counsel, (a) original contract, (b) Washington copy, (c) Denver copy, (d) Returns Office copy, (e) district counsel's copy, and (f) bond, if any, with three copies. There should accompany the contract, when transmitted to the district counsel, original and three (3) copies (four in all) of this form.
3. The district counsel's approval of the contract as to form, execution, and legal sufficiency shall be evidenced by his autographic signature on the original of this transmittal letter. His signature may be typed or stamped on the copies of the transmittal letter.
4. After the district counsel has evidenced his approval of the contract as to form, execution, and legal sufficiency on the original form letter, the original, Washington, Denver, and Returns Office copies of the contract, original bond, if any, and two copies, with original and two (2) copies of this form letter, will then be returned by the district counsel to the project office, where the contract and bond will be handled as provided in paragraph 5 of C. L. 1317.
5. With every contract involving an expenditure, the authority number (Form 7-681) or clearing account to which charges will be made must be given in the space provided on this form letter (see paragraph 41, page 214a, Volume 1 of Manual, and G. O. 278). The amount of probable expenditure or collection must also be shown (see paragraph 11, page 204, Volume 1 of Manual). When it is necessary for the Government to perform work as a part of a consideration, an estimate of the cost of such work should be given above under "Remarks" (see paragraph 61, page 219, Volume 1 of Manual). Any other special matter or information relative to the contract too long to write on this form should be set out in a statement or certificate submitted with the contract.
6. Reference should be made to previous correspondence of importance, especially if form of contract was approved in advance, giving dates, stating whether a telegram or letter, and from and to whom.
7. The office in which the contract originates should list all inclosures in the space provided.

*Hoodley*

DEPARTMENT OF INTERIOR

BUREAU OF RECLAMATION

RECEIVED

MAR 4 1927

## NEWMAN INVESTMENT COMPANY

EL PASO, TEXAS

Mr. L. M. Lawson, March 3rd,  
 United States Reclamation Service, 1927.  
 El Paso, Texas.

Dear Mr. Lawson:-

We take pleasure in handing you herewith contract covering 4.71 acres right-of-way through the property owned by Grand View Realty Company in Socorro.

We assume that copy of this contract should be returned to us with your signature.

Very truly yours,

Newman Investment Company,

By: *J. Mapel*

CJM/m.

*Thanks for letter on H.C.R.D. water -*



DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

**Elia Grande**

IRRIGATION PROJECT

REPORT ON LAND PURCHASE CONTRACT

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

INFORMATION relating to land purchase contract made **March 2nd**, 192<sup>7</sup>, with

1. State purpose for which the land is required.

**Yolo lateral extension**

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

**3.77 acres for subscription see 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 Yolo**

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.

**Grand View Realty Company  
c/o Nevada Investment Co., 21 East, Reno**

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.

**Part only subject to right of way under water users' contract**

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.

**All has been in cultivation**

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.

**Total lateral**

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

**\$200.00 to \$225.00 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.

**This lateral of no benefit to the remainder of the tract.**

Dated **March 2nd,** 192**7**

(Signature) **Gen. J. Dudley**

(Title) **Junior Engineer**  
*In Charge of Negotiations.*

Approved:

**L. M. Lawson,**  
*Project Manager.*  
**Supt.**

