0023-60b5-6027-00

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DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

Nio Grando

Project

El Pass Texas Pobraary 21 1922

(Date.)

(Place.)

Project Manager to Chief Engineer, through District Counsel.

Subject: Forwarding contract dated 11 1922

7 2 7 7 7 for approval

With Prowers of al.

Estimated amount involved, \$750.00 Accompanied by bond and 2 copies (Insert "Yes" or "No" bond.)

Authority No. or Clearing Acct.

Purpose: Purchase of right of way for Countillo lateral, Mesilla Valley.

Advise Project Manager at M. Post Torns

District Counsel at 22 2000

(Post office address

(Post office address.)

of the approval of the above, using extra copy hereof.

NOTE.—Before submitting contract or deed, see that the instructions on reverse hereof have been FULLY complied with. See also par. 16, page 205, Vol. 1 of Manual.

Inclosures from project office:
Original and copies of this form letter.
Original and copies of contract.
Original and copy cortificate of recommendation. Original and 1 copy rept. on land agreement.

2 blueprints. Orig. and 1 copy appraisal rept.

L M LARSON

(Signature.)

Denver, Colo., Jebruary 26, 1922.
The above-described contract, and bond if any, approved

and. by original contract returned her with Engineered Manager for records-tion and further appropriate action.

Chief Engineer to Director.

Chief Engineer to Director:

It is recommended that the above-described contract be approved deedaccepted and bond if any, approved. Inclosures listed on reverse.

(Signature.)

Washington, D. C.,

executedContract approved and bond, if any, approved by accepted

on

6-4333

Inclosures from Denver office:
Original and copies of this form letter.
Original and copies of contract.

Remarks:

INSTRUCTIONS

- 1. This form is devised to render unnecessary the writing of various routine letters in reference to contracts and deeds. If the contract submitted is not of the class for approval in Denver (see par. 2a-g, C. L. 896), the chief engineer will forward with his recommendation to Washington for appropriate action.
- 2. This form shall be used only in the case of contracts to be executed or approved at Washington or Denver (see pars. 2 and 3, C. L. 896) and for deeds and easements which are accepted only at Washington.
- 3. The office in which the contract or deed originates will transmit three (3) copies of this form in excess of the number of offices to be advised of approval, execution, or acceptance, one copy to be held by the district counsel pending approval, execution, or acceptance. For example, in the usual case where the project manager and the district counsel are to be advised, five (5) copies and one (1) original (6 in all) should be sent to the district counsel, who will forward to Denver four copies and one original (5 in all).
- 4. With every contract or deed submitted 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 par. 41, p. 213, Vol. I of Manual.) The amount of probable expenditure or collection must also be shown (see par. 11, p. 204, Vol. I of Manual). Any other special matter or information relative to the contract or deed too long to write on this form should be set out in a statement or certificate and submitted with the contract or deed.
- 5. Reference should be made to previous correspondence of importance, especially if form of contract or deed was approved in advance, giving dates, stating whether a telegram or letter, and from and to whom.
- 6. The office in which the contract or deed originates should list all inclosures in the space on the face of this form. If the space is not sufficient, list on separate sheet.
- 7. All quitclaim or donation deeds and easements (see par. 47, p. 265, and par. 10, p. 290, Vol. I of Manual) shall be transmitted through Denver to Washington for acceptance, a copy of such deeds and easements with related papers being furnished for the files of the Denver office and the district counsel.

Memo. to accompany papers concerning land purchase under contract with M. T. Powers et al. dated February 11, 1922 - Rio Grande project.

- 1. This purchase has been closed upon title guaranty, and examination of the county records discloses that the tax certificate contained in the guaranty refers to the land a portion of which has been acquired by the United States under the above mentioned agreement to sell. (Reference is made to letter of March 26, 1920, Dr. to C.E., in regard to land purchase from J. W. Johnson Rio Grande project.)
- 2. The warranty deed passing title to the United States 18 dated March 7, 1922; two of the acknowledgments are taken on March 6, 1922, or a day prior to its date. The local decisions follow the general rule that this is a minor defect which does not go to the foundation of the deed, either with reference to its force as between parties or admissibility to public record. The rule has especial force where blanks in a printed instrument are filled in.
- 3. The tax certificate above referred to shows that taxes for years prior to 1922 have been paid. Taxes for a current year are, under the laws of Texas, not payable until October 1, and therefore the taxes for 1922 are not yet paid. The United States has been in actual possession of the land since December 31, 1921, and long prior thereto, and this tract is small as compared with the land remaining, which is more than sufficient in value to meet the 1922 taxes. Payment of taxes for 1922 is therefore waived, under authority contained in letter of February 24, 1922, Chief Counsel to District Counsel, El Paso; subject: Acquisition of land; taxes on land for which negotiations are now pending Rio Grande project.
 - 4. The transaction is passed for vouchering and payment.

El Paso, Texas, April 11, 1922.

P W DEAT

District Counsel.

incls.

Orig. agreement to sell.

Orig. title guaranty.
Orig. and 1 copy warranty deed.

2 blueprinte.

Orig. possessory certificate.

Extra copy above memo.

THE STATE OF TEXAS	
COUNTY OF EL PASO. SEFORE I	the control of the co
M. T. Powers.	in and for El Paso County, Texas, on this da
personally appeared	
No. 166 at a second and a second a second and a second an	
and Sales and Article Materials and the Company of	n to me to be the person whose name
poses and consideration therein expressed.	vledged to me thathe executed the same for the pur
Fire balliance along the Taylor of Taylor 1 to the contract of	6th day of Narch A. D. 10 22
(SRAL)	Ernestine Foley
My com. exp. June 1, 1923.	Botary Public in and for Kl Page
THE STATE OF TEXAS,	County, Texas.
COUNTY OF EL PASO	Before me, Ernestine Poley
a Notary Public	in and fo
El Paso County, Texas, on this day personally appear	
N. T. Powers,	known to me to be the person whose name is subscribed
	ned by me privily and apart from her husband, and having
	Kate Powers. acknowledged such instru
ment to be her act and deed, and declared that she he eration therein expressed, and that she did not wish t	ad willingly signed the same for the purposes and considerate it.
Given under my hand and seal of office; this	
(SRAL)	Reposting Foley
My com. exp. June 1, 1923.	Notary Public in and for Kl Paso
	County, Texas.
	and the second of the second s
THE STATE OF TEXAS:	
COUNTY OF EL PASO.	I D Greet Clerk of the Count
COUNTY OF EL PASO. Court of said County, do hereby certify that the above	I D Greet Clerk of the Count of instrument of writing, dated on the
COUNTY OF EL PASO. Court of said County, do hereby certify that the above day of	I D Greet Clerk of the Count of instrument of writing, dated on the second in my
COUNTY OF EL PASO. Court of said County, do hereby certify that the above day of A.D. 19.22 with it office this day of day of	I D Greet Clerk of the Count of instrument of writing, dated on the strument of authentication, was filed for record in my A.D. 1922, at 3:57 o'clock P M
COUNTY OF EL PASO. Court of said County, do hereby certify that the above day of the part of the county and day of the d	I D Greet Clerk of the Count of instrument of writing, dated on the scrificate of authentication, was filed for record in my A.D. 1922, at 3:57 o'clock P M
COUNTY OF EL PASO. Court of said County, do hereby certify that the above day of	I D Greet County of the County
COUNTY OF EL PASO. Court of said County, do hereby certify that the above day of	I Posses Clerk of the Count is instrument of writing, dated on the secretificate of authentication, was filed for record in my A.D. 1922, at 3:57 o'clock P.M. M.D. 1922, at 4:37 o'clock P.M.
COUNTY OF EL PASO. Court of said County, do hereby certify that the above day of	I D Greet Clerk of the Count is instrument of writing, dated on the secretificate of authentication, was filed for record in my A.D. 1922, at 3:57.0°clock PM A.D. 1922, at 4:37.0°clock PM on Pages 42.
COUNTY OF EL PASO. Court of said County, do hereby certify that the above day of	I D Greet Clerk of the Country instrument of writing, dated on the secretificate of authentication, was filed for record in my A.D. 1922, at 3:57 o'clock P.M. A.D. 1922, at 4:37 o'clock P.M. on Pages 42 Court of said County, at office El Paso, Texas, the day and Court of Said County, at office El Paso, Texas, the day and Country in the Country is a country of said Country.
COUNTY OF EL PASO. Court of said County, do hereby certify that the above day of	I D Greet Clerk of the County instrument of writing, dated on the state of authentication, was filed for record in my A.D. 1922, at 3.57 o'clock P M A.D. 1922, at 4.37 o'clock P M on Pages County, at office El Paso, Texas, the day and Clerk County Court, El Paso County, Texas
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COUNTY OF EL PASO. Court of said County, do hereby certify that the above day of	I P Greek County e instrument of writing, dated on the s certificate of authentication, was filed for record in my A. D. 1922, at 3:57 o'clock P M f A. D. 1922, at 4:37 o'clock P M on Pages Court of said County, at office El Paso, Texas, the day and Clerk County Court, El Paso County, Texas By Cerolina Belson Deputy
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COUNTY OF EL PASO. Court of said County, do hereby certify that the above day of	Clerk County, at office El Paso, Texas, the day and Clerk County, Texas By Crest Clerk of the County of the County, Texas Court of Said County, at office El Paso County, Texas Court of Said County Court, El Paso County, Texas County Court, El Paso County, Texas County Court, El Paso County, Texas
COUNTY OF EL PASO. Court of said County, do hereby certify that the above day of	Clerk County, at office El Paso, Texas, the day and Clerk County, Texas By Crest Clerk of the County of the County, Texas Court of Said County, at office El Paso County, Texas Court of Said County Court, El Paso County, Texas County Court, El Paso County, Texas County Court, El Paso County, Texas
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COUNTY OF EL PASO. Court of said County, do hereby certify that the above day of	I P Greek County e instrument of writing, dated on the s certificate of authentication, was filed for record in my A. D. 1922, at 3:57 o'clock P M f A. D. 1922, at 4:37 o'clock P M on Pages Court of said County, at office El Paso, Texas, the day and Clerk County Court, El Paso County, Texas By Cerolina Belson Deputy
COUNTY OF EL PASO. Court of said County, do hereby certify that the above day of	Clerk of the County e instrument of writing, dated on the secretificate of authentication, was filed for record in my s certificate of authentication, was filed for record in my A. D. 1922, at 2:57.0°clock P. M. on Pages Court of said County, at office El Paso, Texas, the day and Deputy By Clerk County Court, El Paso County, Texas Carolina Belson Deputy Deputy

desire.

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of the County of El Paso, State of Texas, in consi	16	
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south seventy-seven degrees (77°) handred nineteen and three-tenths	telriy-rene minutes (76.1 apre- que
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TO HAVE AND TO HOLD the above described		
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Buccesors	said the United States	ingular, the rights and ap-
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rators, to Warrant and forever Defend, all and sin	e said the United States y bind States tes, our heir.	ingular, the rights and ap- of america, \$to s, executors and adminis- aid
terrs and assigns forever; and do hereby rators, to Warrant and forever Defend, all and single terrs and assigns, against every person whomsoever WITNESS hand at	y bind heir. Igular, the said premises unto	ingular, the rights and ap-
terrs and assigns forever; and do hereby rators, to Warrant and forever Defend, all and single series and assigns, against every person whomsoever WITNESS hand at A.D. 19	y bind heir. Igular, the said premises unto	ingular, the rights and ap- of assertion, its s, executors and adminis- aid same, or any part thereof.
terrs and assigns forever; and do hereby rators, to Warrant and forever Defend, all and single and assigns, against every person whomsoever WITNESS hand at A.D. 19	y bind heir heir gular, the said premises unto the said premises unt	ingular, the rights and ap-
teers and assigns forever; and do hereby trators, to Warrant and forever Defend, all and single single single and assigns, against every person whomsoever WITNESS hand at A.D. 19	y bind heir heir gular, the said premises unto the said premises unt	ingular, the rights and ap- s, executors and adminis- nid same, or any part thereof. day of
errs and assigns forever; and do hereby rators, to Warrant and forever Defend, all and single errs and assigns, against every person whomsoever WITNESS hand at A.D. 19	y bind heir. Igular, the said premises unto	ingular, the rights and ap- s, executors and adminis- aid same, or any part thereof: day of

extended by U.S.Reclamation Service Surveys; beginning at a point on the right of way of the Montoya main lateral, which is the property of the United States and from which point the northeast corner of said section fourteen (14) bears north seventy nine degrees (79°) three minutes (3') east six hundred ninety eight and two tenths (698.2) feet; thence along said right of way north thirty degrees (30°) forty eight minutes (48') east twenty and seven tenths (20.7) feet; north fifty seven degrees (57°) six minutes (6') west fifty one and nine tenths (51.9) feet; north thirty two degrees (32°) fifty four minutes (54') east one hundred seventy (170.0) feet; north fifty seven degrees (570) six minutes (6') west thirty (30.0) feet; thence along Rio Grande North thirty one degrees (310) fifty eight minutes (58') east three hundred two and two tenths (302.2) feet to a point on the property line between land of the Grantors herein and H.E. Williams; thence along said property line east thirty five and four tenths (35.4) feet; thence along west property line of Grantors herein north twenty three (230) degrees nineteen minutes (191) east three hundred five and nine tenths (305.9) feet; north nine degrees (9°) fifty nine minutes (59') east three hundred eighty eight (388.0) feet;/thence south seventy seven degrees (77°) thirty four minutes (34') east one hundred nineteen and three tenths (119.3) feet to a point from which the Southeast corner of said section eleven (11) bears south eight degrees (80) fifty three minutes (53') thirty seconds (30") east nine hundred seventy seven and eight renths (977.8) feet; thence south twelve degrees (120) twenty six minutes (26') west four hundred ten and nine tenths (410.9) feet; thence south twenty nine degrees (290) eleven minutes (11') west six hundred forty five (645.0) feet; thence south forty four degrees (44°) twenty one minutes (21') west one hundred eighty seven and nine tenths (197.9) feet to the point of beginning; said tract of land containing two and seventy six hundredths (2.76) acres, more

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said The United States of America, its successors and assigns forever; and we do hereby bind ourselves, our 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 and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS our hands, El Paso, Texas, this 7th day of March, A. D. 1922.
Witnesses at Request of Grantor:-

One \$1. Doc.Rev.Stamp, Cancelled, M.T.P., 3/7/22.

M. T. Powers,

Kate Powers

William E. Trusdell,

Laura Truesdell,

THE STATE OF TEXAS, | COUNTY OF EL PASO. | BEFORE ME, Ernestine Foley, a Notary Public, in and for El Paso County, Texas, on this day personally appeared William E. Truesdell, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me

that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 7th, day of March, A. D. 1922.

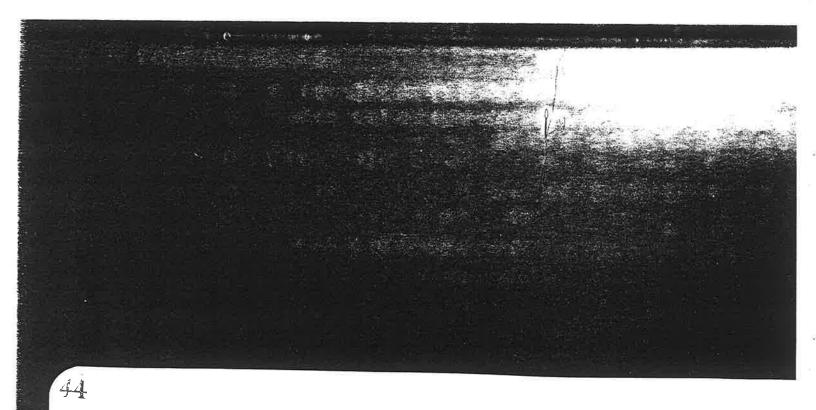
(Notarial Seal)

Ernestine Foley, Notary Public, in and for El Paso County, Texas.

My Com. exp. June 1, 1923.

THE STATE OF TEXAS, !

COUNTY OF EL PASO. BEFORE ME, Ernestine Foley, a Notary Public, in and for El Paso County, Texas, on this day personally appeared Laura Truesdell, wife of William E. Truesdell, known to me to be the person whose name is subscribed to the foregoing instrument, and having been



examined by me examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said Laura Truesdell, 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 7th day of March, A. D. 1922.

(Notarial Seal)

Ernestine Foley, Notary Public, in and for El Paso County, Texas.

My Com. exp. June 1, 1923.

THE STATE OF TEXAS, A

COUNTY OF EL PASO. BEFORE ME, a Notary Public, in and for El Paso County, Texas, on this day personally appeared M.T.Powers, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 6th day of March, A.D. 1922.

(Notarial Seal)

Ernestine Foley, Notary Public, in and for El Paso County, Texas.

My Com. exp. June 1, 1923.

THE STATE OF TEXAS,

COUNTY OF EL PASO . BEFORE ME, a Notary Public, in and for El Paso County, Texas, on this day personally appeared Kate Powers wife of M.T.Powers, 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 Kate rowers, 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 6th day of March, A. D. 1922.

(Notarial Seal)

Ernestine Foley, Notary Fublic, in and for El Paso County, Texas.

My Com. exp. June 1, 1923.

Filed for Record Mar. 17, 1922, at 3:57 P.M. | W. D. GREET, County Clerk,

And Recorded Mar. 24, 1922, at 4:37 P.M. | By

Given under my hand and seal of office, this 17th day of March, A. D. 1922.

(Notarial Seal)

E. I. Geiger, Notary Public, El Paso County, Texas.

Filed for Record Mar. 17, 1922, at 3:57 P.M. & W. D. GREET, County Clerk,

And Recorded Mar. 24, 1922, at 3:15 P.M. | By

By Ludia Perios

eputy.

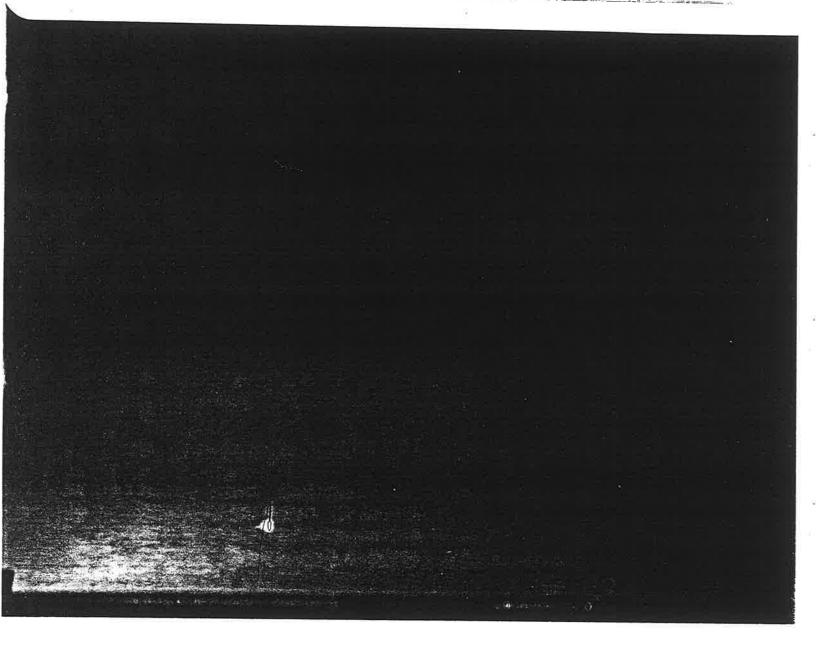
47463

WARRANTY DEED

THE STATE OF TEXAS, COUNTY OF EL PASO.

KNOW ALL MEN BY THESE RESENTS: That we, M. T.Powers and Kate Powers, his wife, and William E. Truesdell and Laura Truesdell, his wife, of the County of El Paso, State of Texas, in consideration of the sum of Seven Hundred and Fifty Dollars (\$750.00), to us in hand paid by the United States of America, acting pursuant to the Act of Congress of June 17, 1902, (32 Stat. 388), and Acts amendatory thereof or supplementary thereto, the receipt of which is hereby acknowledged, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said the United States of America all that certain tract or parcel of land, lying in the County of El Paso and State of Texas, and more particularly described as follows, to wit:

In the Southeast quarter of the southeast quarter $(SE_{4}^{\frac{1}{2}}SE_{4}^{\frac{1}{2}})$ of section eleven (11) and the Lortheast quarter of the northeast quarter $(NE_{4}^{\frac{1}{2}}NE_{4}^{\frac{1}{2}})$ of section fourteen (14), all in township twenty eight (28) south, range three (3) east, New Mexico principal meridian, as



Copy for Fiscols agent

THE STATE OF TEXAS,

COUNTY OF EL PASO:

KNOW ALL MEN BY THESE PRESENTS:

That we, M. T. Powers and Kate Powers, his wife, and William E. Truesdell and Laura Truesdell, his wife, of the County of El Paso, State of Texas, in consideration of the sum of seven hundred and fifty dollars (\$750.00), to us in hand paid by the United States of America, acting pursuant to the Act of Congress of June 17, 1902 (32 Stat. 288), and Acts amendatory thereof or supplementary thereto, the receipt of which is hereby acknowledged, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Conpey unto the said the United States of America all that certain tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as follows, to wit:

In the southeast quarter of the southeast quarter (SE4SE4) of section eleven (11) and the northeast quarter of the northeast quarter (NEINE:) of section fourteen (14), all in township twenty-eight (28) south, range three (3) east, New Mexico principal meridian, as extended by U. S. Reclamation Service surveys; beginning at a point on the right of way of the Monteya main lateral, which is the property of the United States and from which point the northeast corner of said section fourteen (14) bears north seventy-nine degrees (79°) three minutes (3') east six hundred ninety-eight and two-tenths (698.2) feet; thence along said right of way north thirty degrees (30°) forty-eight minutes (48') east twenty and seven-tenths (20.7) feet; north fifty-seven degrees (67°) six minutes (6') west fifty-one and nine-tenths (51.9) feet; north thirty-two degrees (32°) fifty-four minutes (54') east one hundred seventy (170.0) feet; north fiftyseven degrees (57°) six minutes (6') west thirty (30.0) feet; thence along Rio Grande north thirty-one degrees (31°) fifty-eight minutes (58') east three hundred two and two-tenths (302.2) feet to a point on the property line between land of the Grantors herein and H. E. Williams; thence along said property line east thirty-five and fourtenths (35.4) feet; thence along west property line of Grantors here-, A. D. 19

Witnesses at Request of Grantor

U S Doc Rev Stamp \$1 affixed and cancelled.

M T POWERS

KATE POWERS

WILLIAM E TRUESDELL

LAURA TRUESDELL

The State of Texas.

County of El Paso:

Before me. Ernestine Foley

a Motory Public in and for El Paso County, Wexas, on this day personally appeared William E. Truesdell, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office, this 7th day of

March

_, A. D. 1922.

(LAMES)

Ernestine Foley

My com. exp. June 1, 1923.

Notary Public in and for El Pago County, Toxas.

The State of Texas.

County of El Paso:

Before me, Ernestine Foley

a Notary Public in and for El Paso County, Texas, on this day personally appeared Laura Truesdell, wife of William M. Truesdell, known to me to be the person whose name is subscribed to the Coresoing 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 Laura Truesdell, 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 7th Ernestine Foley

Given under my hand and seal of office, this 7th day of

March

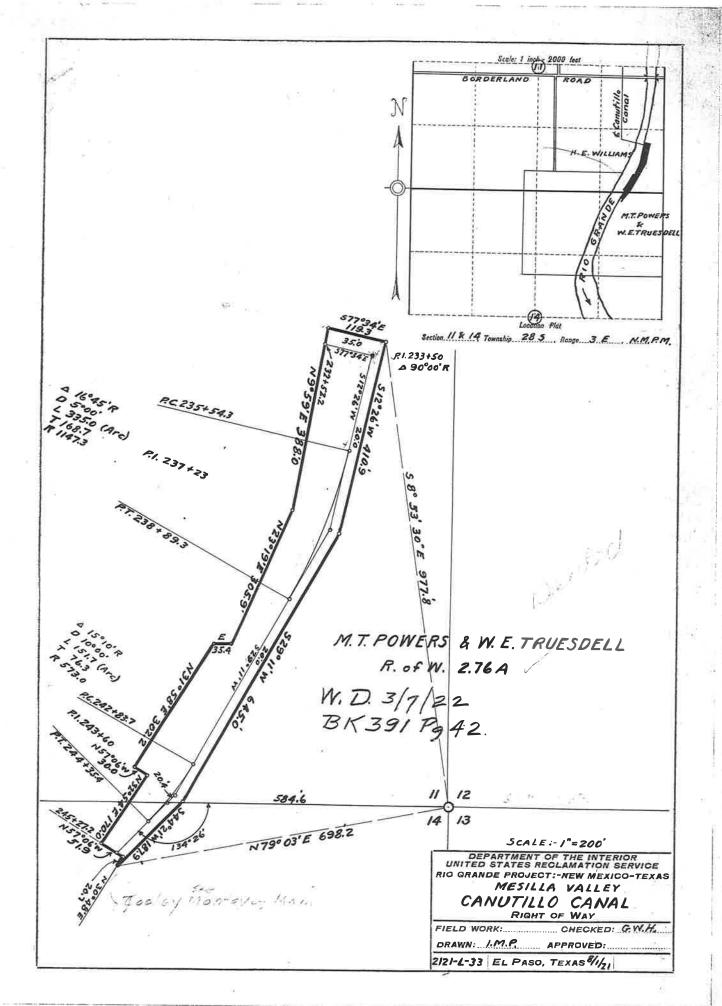
_____, A. D. 1922.

(SEAL)

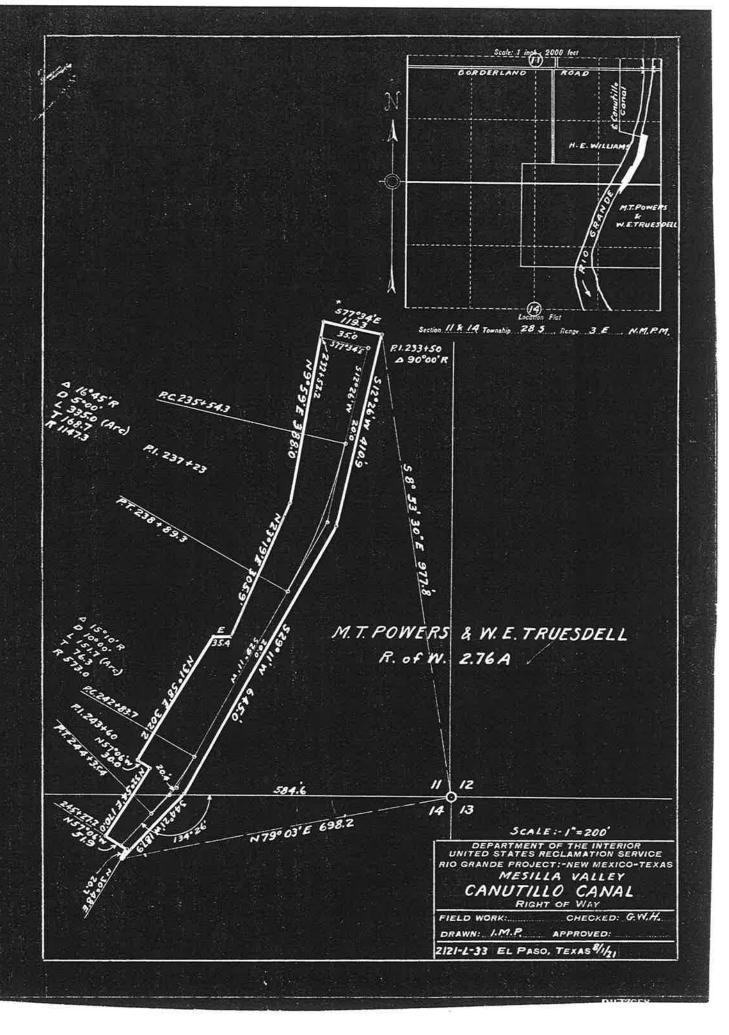
Notary Public in and for El Paso County, Texas.

Ernestine Foley

My com. exp. June 1, 1925.



MIFTZGEN



Owner's Application premium rates cover only the title at date of application

N		El Paso, Texas	red 23	1922
No	The undersigned hereby app TEE TITLE COMPANY for sum of \$750.00	lies to the PIONE a Guarantee Certifiupon the title	ER ABSTRACT A cate of Title in its us to the lands herein	ND GUARAN- ual form, in the after described.
. Abs. Left	It is agreed that the following are correct and true, and that are ments or any suppression of an formation shall void said certification.	ny false state- y material in- Ch	emium \$arges guaranteed b Mr. Tooley	•
Estate or interest to be guara	inteed: Fee simple.			
Legal description of premises	See attached desc	ription and	l blueprint.	
Vacant or Improved:	Now occupied by	canutillo la	teral.	97
House number and street:				
Value \$750) Ground S	750 ====================================	Improvements	
In possession of Uni	ted States.	₩	(#):	
Claiming under Agre	eement with Powers ar	id Truesdell	L dated Feb	11 1922
By virtue of Conveyar	descent bequest			
If by inheritance, give names	of other descendants			
Marriage relation of present		nd Truesdel	ll both marr	
In whom is Record Title nov	v vested	{	of Wife	Powers ura Trues
Homestead?	If not, what property is claimed		Not informe	
Residence of present owner.	El Paso Texas	Wil	l both sign	conveyan
Residence of party to be gua	ranteed Care Reclamati	on Service,	El Paso.	
Occupation of present owner				
Occupation of party to be gu	aranteed			
How to be conveyed By	arranty deed running	to United	States.	
Is any building now being c	onstructed or repaired on the pres	nises? No.		
Any contract being made for	any improvements? No.	×		•
Has any material been delive	ered on the premises, and by who	.cV sm	W	hen?
Mechanic's Lien on the premi	ses No.			

Deed of Trust	The undersigned has not examined title to
Vendor's Lien	Company is familiar with title and is will-
Judgments	ing to issue title certificate upon execu- tion of warranty deed running to the United
Any other Statutory Liens	States. Contract to sell was executed under date of Feb 11 1922 and has this day
Assessments for street improvements r	
Taxes unpaid and due	necessary step prior to recordation. When
Are there any adverse claims or object	contract is returned approved it will be re-
Has this title ever been rejected?	deed running to United States. Mr. Tooley states that he will see that title certifi-
By whom, and why?	be delivered to Reclamation Service without
Has any one else claimed or does anyo	cost to the Service, and this application is ne else claim any interest in the premises?
Instruments furnished	made upon this agreement. I quitclaim deed to clear a renter's interest in the land
Instruments to be furnished	was forwarded to Mr. Tooley with our letter of the 21st instent. Other than this inter-
Instruments to be prepared	est, we are not informed of any incumbrances upon the land.
Instruments to be recorded Rec	elamation Service will draw and have record-
Abstract furnished and to be continued	Abstract to be extended at cost of vendor. or in tooley, as per their agreement, as
Any building restrictions	Reclamation Service has not contracted with
Limitation title	vendors to stand this expense.
Were taxes paid as accrued?	
Was possession by owner or by tenant?	
Give time of possession of each person	
Claimed under	· III
Names of persons familiar with possession limitation period claimed	on
Miscellaneous:	

US Reclamation Service Applicant (When application is made by a person other than the one to be guaranteed.) Address By Asst. District Counsel.

The applicant hereby agrees that if, before the delivery of the certificate, he shall have any further knowledge or information as to defects, objections, liens or incumbrances affecting the title to said premises, he will at once fully make known the same to the Company.

It is understood by the applicant that the Company will not by its certificate guarantee against rights or claims of parties in possession, not shown on record.

If the Company, after examination, shall decline to issue the policy on account of defects in the title, the applicant hereby agrees to pay the necessary expenses incurred by the Company in making such examination.

bearons to sing secret, control DEPART MENT OF THE INTERIOR CONTROL OF THE STATE OF STATES RECLAMATION SERVICE

thereon mutil a care and like it is a second that the property of the state of the field of the second that the property of the Mexico-Lexas

THIS AGREEMENT, made February 11 , 192 2 in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof and supplementary thereto, between THE UNITED

STATES OF AMERICA, hereinafter styled the United States, by

L. M. Lawson,

Project Manager, United States Reclamation Service, thereunto duly authorized, and subject to the approval of the proper supervisory officer of the United States Reclamation Service, and M. T.

Powers and Laura Truesdell his wife,

his wife,

of XXX of Paso , County of Paso

State of Texas

(P. O. address.) hereinafter styled Vendor, the irs, executors, administrators, successors, and assigns. WITNESSETH: The parties covenant and agree that

2. For and in consideration of the payment of the amount specified herein, upon the conditions herein named and of the mutual benefits to be derived from the construction of reclamation works either upon or in the vicinity of the lands herein described, the Vendor hereby agrees upon the terms and condi-

tions hereinafter stipulated to sell and by good and sufficient to general, warranty with a part of the property of

deed convey to the United States of America free of lien or incumbrance the following-described real

estate which is the estate which is the country of nivers to the first of the first minima.

State of a seminary Texas program to with a seminary

Correct as to Engineering Data & MA. A tract of land situated in El Paso County, Texas, in the Southeast quarter of the Southeast quarter (SE2SE2) of Section eleven (11) and the Northeast quarter of the Northeast quarter (NEZNE2) of Section fourteen (14) all in Township twenty-eight (28) south, Range three (3) east, New Mexico Principal Meridiam, United States Reclamation Service Survey, and more particularly described as follows: Beginning at a point on the right of way of the Montoya main lateral which is the property of the United States and from which point the northeast corner of said section fourteen (14) bears North seventy-nine degrees (79°) three (05°) east six hundred ninety-eight and two tenths (698.2) feet; thence along said right of way North thirty degrees (30°) forty-eight minutes (48°) East twenty and seven tenths (20.7) feet; north fifty-seven degrees (57°) six minutes (06°) West fifty-one and nine tenths (51.9) feet; North thirty-two degrees (32°) fifty-four minutes (54°) East one hundred seventy (170.0) feet; North fifty-seven degrees (57°) six minutes (06°) West thirty (30.0) feet; thence along Rio Grande North thirty-one degrees (31°) fifty-eight minutes (58°) East three hundred two and two tenths (302.2) feet to a point on the property line between land of the Vendor and H. E. Williams; thence along said property line East thirty-five and and H. E. Williams; thence along said property line East thirty-five and four tenths (35.4) feet; thence along west property line of Vendor

Northetwenty-three (23°) degrees; nineteen minutes (19') East three hundred five and nine tenths (305.9) feet; North nine degrees (9) fifty-nine minutes (59') east, three hundred eighty-eight (388.0) feet; thence South seventy-seven degrees (77°) thirty-four minutes (34') East one hundred nineteen and three tenths (119.3) feet to a point from which the southeast corner of said section eleven (11) bears south eight degrees (8°) fifty-three minutes (53') thirty seconds (30") East, nine hundred seventy-seven and eight tenths (977.8) feet; thence South twelve degrees (12°) twenty-six minutes (26') West four hundred ten and nine-tenths (410.9) feet; thence South twenty-nine degrees (29°) eleven minutes (11') West six hundred forty-five (545.0) feet; thence south forty-four degrees (44°) twenty-one minutes (21') West one hundred eighty- seven and nine tenths (187.9) feet to the point of beginning; said tract of land containing two and seventy-six hundred ths (2.76) acres more or less.

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

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

ing abstract of title) shall be added to the time limit of this agreement.

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

mation works under said act, the sum of seven hundred and fifty and no/100

dollars (\$ 750.00), by U. S. Treasury warrant or fiscal officer's check.
6. Liens or incumbrances existing against said premises may, at the option of the United States, be removed at the time of conveyance by reserving the amount necessary from the purchase price and discharging the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or incumbrance as against this agreement, nor as an assumption of the same by the United States.

7. The Vendor may retain possession of said premises until February 11, 1922, notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops

thereon until February 11, 1922; except that the proper officers and agents of the United States may at all times have unrestricted access to survey for and construct reclamation works, telephone, and electrical transmission lines, and other structures and appliances incident to said reclamation works, pursuant to said act of Congress, free of any claim for damage or compensation on the part of the Vendor.

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

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

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

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

to the failure of Congress to make such appropriation.

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

In witness whereof the parties have hereto signed their names the day and year first above written.

THE UNITED STATES OF AMERICA.

Witnesses:	
AND ENGINEER PROPERTY OF THE P	By L_M_LAWSON
P. O. Address	Project Manager, U.S. R.S.
$\{ (1 + i + 1)^2 + (1 + i + 1)^2 + (1 +$	M T Powers Kate Powers
P. O. Address	Vendor.
	William E Truesdell
P. O. Address	Vendor.
(c) (c) (c)	Laura Truesdell
P. O. Address	Vendor.
Approved:	P.O. Address El Paso Texas
	Care First Mortgage Company
(Date), 192	

State of Texas, County of El Paso:

I, Ernestine Foley, a notary public in and for said county, in the State aforesaid, do hereby certify that William E. Truesdell and Mrs. Laura Truesdell, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and

day in person and acknowledged that they signed, sealed, and delivered said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

I further certify that I did examine the same Mrs. Laura Truesdell 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 11th day of February, A. D. 1922.

(SEAL) My commission expires May 31, 1923. ERNESTINE FOLEY Notary Public, El Paso County, Texas.

COUNTY OF COURT OF CO	, 102
partitioned at the same of and is duly recorded in Vol of	
Page No.	
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AFFIDAVIT OF DISINTERESTEDNESS.	. Y
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$g_{\mathcal{S}}$: (Execute only on Returns Office of	copy.)
COUNTY OF THE LOCAL COUNTY OF THE PART AND T	
I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exa	ct copy of a
ontract made by me, personally, with	,
hat I made the same fairly without any benefit or advantage to myself, or allowing any su	
advantage corruptly to the said	to any other
advantage corruptly to the said, or to person or persons; and that the papers accompanying include all those relating to the said required by the statute in such case made and provided.	l contract, as
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and gright old from the least of the published fine beginning the first of the en-	
Subscribed and sworn to before me at	
[OFFICIAL SEAL.] this, A. D. 192	My com-
mission expires	

UNITED STATES RECLAMATION SERVICE

DEPARTMENT OF THE INTERIOR

RIO GRANDE PROJECT TEXAS - NEW MEXICO

INFORMATION relating to land purchase contract made February 11

M T Powers et al.

, 192 2, with

- 1. State purpose for which the land is required. Right of way for Canutillo lateral.
- 2. State description and approximate area of land to be conveyed. 2.76 acres in SELSEL Bec. 11 and NEINEL Sec. 14, T. 28 S., R. 3 E., El Paso County, Texas.
- 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 have been issued.
 - No U. S. public lands in State of Texas, and land title is not founded on U. S. patent.
- 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.
 - M. T. Powers and Kate Powers and William E. Truesdell and Laura Truesdell, husbands and wives, respectively. Land is held jointly innames of M. T. Powers and William E. Truesdell, but their wives apparently have a community interest. Post-office address of all, care of First Mortgage Company, El Paso, Texas.
- 5. State who is in possession of the premises to be conveyed, or of any part thereof, and if a tenant, give his name and post-office address. If the land is held under a lease, state the general terms of such lease, the date the tenant is to give up possession, and state clearly whether any arrangement has been made with the tenant for the disposition of his affected interest.

Owners, as above named. No lessees.

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

It is not.

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 of this land has been irrigated and most of it was in alfalfa. The consideration named in the agreement to sell, \$750, is a lump sum agreed upon after a good deal of negotiation, and is based upon a price of approximately \$275 per acre.

No buildings.

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.

All irrigable; all irrigated; water rights such as are usual in El Paso District of Elepha Rio Grande project.

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

\$200 to \$300 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 lateral will not be of special benefit to the particular holding.

Dated February 21, 1922

192

(Signature)

Assistant Engineer.

(Title)

In Charge of Negotiations.

Approved: L M LAWSON

Project Manager.

POSSESSORY CERTIFICATE.

Rio Grande Project. El Paso, Texas, February 11, 1922.

I, Geo. W. Hoadley, Assistant Engineer. United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from M. T. Powers et al. in SEISEI sec. 11 and NEINEI sec. 14, T. 28 S., R. 3 E., New Mexico principal meridian, U. S. Reclamation Service survey. El PasoCounty, Texas, for the Rio Grande project, and that the said proposed Vendor was in actual, sole, and exclusive possession of the land, claiming to be the owner thereof, and no person claiming a right in such land adverse to the Vendor is in possession of any part of it.

GEO W HOADLEY

Assistant Engineer.

POSSESSORY CERTIFICATE.

Rio Grande Project. El Paso, Texas, February 11, 1922.

I, Geo. W. Hoadley, Assistant Engineer, United States
Reclamation Service, certify that I have personally examined
the land sought to be acquired by the United States from M. T.
Powers et al. in SEZSEZ sec. 11 and NEZNEZ sec. 14, T. 28 S.,
R. 3 E., New Mexico principal meridian, U. S. Reclamation Service survey, El PasoCounty, Texas, for the Rio Grande project,
and that the said proposed Vendor was in actual, sole, and exclusive possession of the land, claiming to be the owner thereof, and no person claiming a right in such land adverse to the
Vendor is in possession of any part of it.

CEO A HOVDTRA

Assistant Engineer.

We, the undersigned, members of a board designated to fix the value of the land to be purchased from M. T. Powers et al. by the United States for right of way for Canutillo lateral, Rio Grande project, described in agreement to sell dated February 11, 1922, find that the fair and reasonable consideration to be paid by the United States is a money payment of \$750.

El Paso, Texas, February 11, 1922.

> Representative El Paso County Water Improvements District No.1.

Representative U. C. Reclamation Service. El Paso, Texas, February 21, 1922.

Mr. W. L. Tooley, Care First Mortgage Company, El Paso, Texas.

Dear Mr. Tooley:

In accordance with your request, I have drawn a quitolaim deed to be executed by the renter on the Powers and Truesdell land. I have had no opportunity to investigate the extent of renter's rights in crops or other improvements, with respect to the time such rights may have accrued in connection with the time of construction of the canal, and therefore have not put anything into the quitclaim deed except what would appear for a simple grant of a present interest in land, and this may or may not operate as a complete release as between renter and Powers and Truesdell in connection with certain settlements which may have been made with renter in the past or which are to be made in the future. So far as the United States is concerned, the deed in its present form, with title certificate to issue, would constitute satisfactory showing as to title, so far as renter is concerned. As between renter and Powers and Truesdell, however, it might be well to put into the deed a clause somewhat along the lines of the following:

This deed is intended to operate not only as a conveyance of the said described land, but also as a complete release and transfer of all right, title, or interest, past, present, or future, in the said ______, his heirs or assigns, in or to any or all crops or other improvements of whatever kind or description which now are or have been upon the said land.

Very truly yours,

C F HARVEY

Asst. District Counsel.

incl. quitclaim deed.

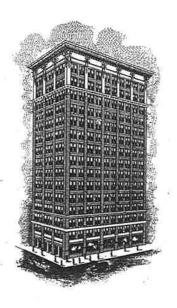
CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated February 11, 1922, with M. T. Powers et al. is required for purposes authorized by the Act of June 17, 1902 (32 Stat. 388), namely, as right of way for the Canutillo lateral, a part of the Rio Grande project; that the consideration to be paid thereunder, \$750, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

El Paso, Texas, February 21, 1922.

L M LAWSON

Project Manager.



\$ 750,000.00 EL PASO

\$ 500,000.00

SURPLUS \$125,000.00

WE BUY AND SELL FIRST MORTGAGE REAL ESTATE PAPER

QFFICERS
JAMES G.MCNARY, PRES.
W.LTOOLEY, V.PRES.
Z.T.WHITE, V.PRES.
TOM B.NEWMAN, TREAS.

DIRECTORS
JAMES G.MCNARY
W.L.TOOLEY
C.M.NEWMAN
Z.T.WHITE
E.W.KAYSER

February 23, 1922.

Mr. C. F. Hawly, Ass't District Counsel, Department of the Interior, United States Reclamation Service, El Paso, Texas.

Dear Sir:

Your letter of February 21st addressed to Mr. Tooley and inclosing quitclaim deed from H. B. Gage to M. T. Powers and William E. Truesdell, has been received, and the deed has been duly executed and acknowledged by Mr. Gage and is returned to you herewith.

Very truly yours,

P. S. The crop damage has already been adjusted with Mr. Gage.

El Paso, Texas, February 24, 1922.

Pioneer Abstract and Guarantee Title Company,

El Paso, Texas.

Gentlemen:

Inclosed is a quitclaim deed executed by H. B. Gage, who, we understand, is a renter on the Powers and Truesdell place. The deed had been prepared in this office at Mr. Tooley's request with a view to perfecting title, that title certificate could issue, and as we had at hand accurate description of the canal right of way, and was transmitted to him to be executed, with our letter of the 21st instant. Mr. Parker of the First Mortgage Company has returned the executed document to me, but I am again returning it, as I believe it will at present be of more interest to the people at your end than to me.

With kindest regards, I remain,

Very truly yours,

C F HARVEY

Asst. District Counsel.

incl. deed.

County Clerk for El Page County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is warranty deed running to the United States from M. T. Powers et al.

Very truly yours.

P W DENT

District Counsel.

incl.

El Paso, Texas, March 3, 1922.

Pioneer Abstract and Guarantee Title Company,

El Paso, Texas.

Gentlemen:

by M. T. Powers and William E. Truesdell. The wives of these parties should also sign. Mr. Powers has given his address as care of the First Mortgage Company, but as you are handling the matter of title certificate we are communicating with you direct. The grantors should supply documentary revenue stamp for the deed.

There is also inclosed a letter of transmittal to the county clerk for recording of this instrument, which please use, and thus avoid complication in accounts, as the Government will pay for the recording.

It is understood that you are satisfied with this title and that upon execution and recordation of the inclosed warranty deed title certificate may issue.

Very truly yours,

P & DEMT

incl.

District Counsel.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is contract dated February 11, 1922, between the United States and M. T. Powers et al.

Very truly yours.

P W DENT

District Counsel.

incl.

F	ees \$/ RECEIVE	Spaid Door record the following In	strument:	EL PASO, TEX	(AS, 2/2)	1922
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MR	U. D.	Radi des.	EL PA	SO. TEXAS,_	3	1922
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El Paso, Texas, March 23, 1922.

Ploneer Abstract and Guarantee Title Company,

El Peso, Texas.

Gentlemen:

The powers & Truesdell certificate, which is returned herewith, has inadvertently been made to apply to guarantee of a lien instead of title.

In rearranging this instrument also kindly insert "El Paso County, Texas" in the land description, and add, "Free of all incumbrances."

Very truly yours,

incl.

C F HARVEY

Asst. District Counsel.

Canutillo Canal R/w M.T. Powers & W.E. Truesdell a tract of land situated in El Paso County, Texas, in the Southeast quarter (5 5 4) of the Southeast quarter (5 5 4) section eleven (11) and the northeast quarter Section fourteen (14) all in Township east, norman promorphing of un 5. 1. Survey, and more particularly described as follows:-Beginning at a point on the right of way of the Montoya Main Bateral, the property if the United States from which point the northeast comes of said section Jourteen (14) bears north 79° 03' East six hundred ninetyeight and two tenths (698.2) Jet; thence along said right of way North 30° 48' East twenty and seven tenths (20.7) feet; north 57° 06' West Jefty-our and nine tenths (51.9) feet; north 32° 54' East one hundred seventy (170.0) feet; North 57. 06' West thirty (30.0) feet; theree along Rio Grande north 31° 58 East three Lundred two and two tenths (302,2) feet to a point on

2

Caustillo Careal NW M. T. Powerst W. E. Truesdell the property line between vendor and H. E. Williams; there along said property line East thirty-five and four tenths (35.4) feet; there along west property line of vendor North 230 19 East three hundred five ared nineteuths (305.9) Jet; north 9°59° East three South 770 34 East one hundred nimeteen and three tenths (119.3) feet to a point Jes which the Southeast come of said section elever (11) beard South 8° 53' 30" East mine hundred swenty seven and eight tenths (977.8) Jeet; thence Touch 12° 26' West four hundred ten and mine-tenths (410.9) feet; thence South 29° 11' West six hundred forty-fior (645.0) feet; thence South 44° 21' West one hundred eighty-seven and mice tentho (187.9) feet to point of beginning; said tract of land containing two and seventy six hundredites (2.76)

acres more or less

NEW MEXICO: Dona Ana Co. Sierra Co.

Refugio Colony Grant, Tr. No.
Brazito Grant.
Hugh Stephenson Grant
Santa Teresa Grant
Pedre Armendariz Grant
Dona Ana Bend Colony Grant
Mesilla Civil Colony Grant
Santo Tomas Grant
J. M. S. Baca Grant

Station

DEPARTMENT OF THE INTERIOR U. S. RECLAMATION SERVICE

RIO GRANDE PROJECT NEW MEXICO-TEXAS AREA-RIGHT OF WAY

COMPUTATION SHEET

TEXAS:	El Paso Co Hudspeth Co.
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COMPUTATION SHEET	927.27
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Date	

P. C.	P. I.	P. T.	TAN.	L. OF C.	RADIUS	D. OF C.	DEF. ANGLE	BEARING	P. L. TO P. I.
LOGS	BEARINGS	DISTANCE	N.	s.	E.	w.	D. M. D.	Total. Lat.	Total. Dep.
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9765472	5/2°26W	410,90		401,26		88.47	1046.29		419834,
4876057	529-11W	645.00	447 10	563,13		314,51	643,31		362,267
69/00/0	544-21W			134.36		131.35	197.45		26,529,
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