

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

That we, M. H. Webb, and Annie L. Webb, husband and wife,

of the County of El Paso, State of Texas, in consideration of the sum of One hundred ten (\$110.00) DOLLARS,

to us in hand paid by The United States of America, pursuant to the Act of June 17, 1902 (32 Stat., 388) and acts amendatory thereof and supplemental 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

of the County of El Paso and State of Texas and more particularly described as follows, to-wit: A tract of land in the northwest quarter of the northwest quarter (NW 1/4 NW 1/4), Section Thirty (30), Township Thirty-three (33) South, Range Eight (8) East, United States Reclamation Service survey and the San Elizario Grant, and being thirty-five (35) feet wide, lying seventeen and one-half (17 1/2) feet on each side of the center line of the Cuadrilla Lateral, said center line being described as follows: Beginning at a point on the southwest boundary of the right of way of the Franklin Canal, said boundary having a bearing south 51°31' east and from which point the northwest corner of said section 30 bears North 61°49' west, one thousand two hundred ninety-two and one tenth (1292.1) feet; thence south 69°41' West, one hundred seventy-seven and nine tenths (177.9) feet; thence to the left along the arc of a four hundred seventy-seven and sixty-four hundredths (477.6) feet radius curve, a distance of one hundred one and one tenth (101.1) feet measured on 50 ft. chords; thence south 57°33' west, four hundred fifty and nine tenths (450.9) feet; thence to the right along the arc of a one hundred twenty-eight and fourteen hundredths (128.14) feet radius curve, a distance of seventy-one and eight tenths (71.8) feet measured on 50 ft. chords; thence south 89°51' West, one hundred thirty-nine and eight tenths (139.8) feet; thence to the left along the arc of a one hundred forty-three and ninety-six hundredths (143.96) feet radius curve a distance of 90 feet measured on 50 ft. chords to a point on the property line between land of the grantor herein and James Clifford, and terminating with said property line, said property line having a bearing south 67°41' east and the tangent to the curve bears North 53°31' east, from which point the northwest corner of said section 30 bears North 11°41' west, 1,028.1 feet; said tract of land containing eighty-three hundred (0.83) acre, more or less.

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, and its

~~heirs 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, and its

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

WITNESS our hands at El Paso, Texas, this fourth day of April, A. D. 1919.

Witnesses at Request of Grantor

M H WEBB
Annie L Webb

Correct as to Engineering Data

THE STATE OF TEXAS, }

COUNTY OF EL PASO.

A Notary Public

BEFORE ME,

Chas R Loomis

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

M H Webb

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 4th day of April A. D. 1919

(SEAL)

Chas R Loomis

Notary Public in and for El Paso County Texas

THE STATE OF TEXAS, }

COUNTY OF EL PASO.

A Notary Public

BEFORE ME,

Chas R Loomis

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

Annie L. Webb

wife of M H Webb

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

Annie L Webb

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 4th day of April A. D. 1919

(SEAL)

Chas R Loomis

Notary Public in and for El Paso County Texas

THE STATE OF TEXAS, }

COUNTY OF EL PASO.

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

of said County do hereby certify that the above instrument of writing, dated on the 4 day of April, A. D. 1919, with its certificate of authentication, was filed for record in my office this 19 day of April A. D. 1919, at 8:45 o'clock A. M. and duly recorded the 23 day of April A. D. 1919 at 2:40 o'clock P. M. in the records of said County, in Volume 332 on page 430.

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. Greer

Clerk, County Court.

By Clarence Rock Deputy.

TO

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for record 1919

at o'clock M.

Clerk, County Court, El Paso County, Tex.

By Deputy.

ELLIS BROS. PRINTING CO., EL PASO

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

KNOW ALL MEN BY THESE PRESENTS:

That we, M. H. Webb, and Annie L. Webb, husband and wife,

of the County of El Paso, State of Texas, in consideration of the sum of -----
----- One hundred ten (\$110.00) ----- DOLLARS,

to us in hand paid by The United States of America, pursuant to the Act of
June 17, 1902 (32 Stat., 388) and acts amendatory thereof and supplemental
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

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 in the northwest quarter of the northwest quarter
(NW $\frac{1}{4}$ NW $\frac{1}{4}$), Section Thirty (30), Township Thirty-three (33) South, Range
Eight (8) East, United States Reclamation Service survey and the San
Elisario Grant, and being thirty-five (35) feet wide, lying seventeen and
one-half (17 $\frac{1}{2}$) feet on each side of the center line of the Cuadrilla
Lateral, said center line being described as follows: Beginning at a
point on the southwest boundary of the right of way of the Franklin Canal,
said boundary having a bearing south 51°31' east and from which point the
northwest corner of said section 30 bears North 61°49' west, one thousand
two hundred ninety-two and one tenth (1292.1) feet; thence south 69°41' West,
one hundred seventy-seven and nine tenths (177.9) feet; thence to the left
along the arc of a four hundred seventy-seven and sixty-four hundredths (477.64)
feet radius curve, a distance of one hundred one and one tenth (101.1) feet
measured on 50 ft. chords; thence south 57°33' west, four hundred fifty and
nine tenths (450.9) feet; thence to the right along the arc of a one hundred
twenty-eight and fourteen hundredths (128.14) feet radius curve, a distance
of seventy-one and eight tenths (71.8) feet measured on 50 ft. chords; thence
south 89°51' West, one hundred thirty-nine and eight tenths (139.8) feet;
thence to the left along the arc of a one hundred forty-three and ninety-six
hundredths (143.96) feet radius curve a distance of 90 feet measured on 50 ft.
chords to a point on the property line between land of the grantor herein and
James Clifford, and terminating with said property line, said property line hav-
ing a bearing south 67°41' east and the tangent to the curve bears North 53°51'
east, from which point the northwest corner of said section 30 bears North 11°
41' west, 1,028.1 feet; said tract of land containing eighty-three hundred
(0.83) acre, more or less.

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

The United States of America, and its

heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and adminis-
trators, to Warrant and forever Defend, all and singular, the said premises unto the said

The United States of America, and its

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

WITNESS our hands at El Paso Texas this Fourth day of

April, A. D. 1919.

Witnesses at Request of Grantor



M. H. Webb
Annie L. Webb

THE STATE OF TEXAS, }

COUNTY OF EL PASO.

BEFORE ME,

Chas R Rooms

A Notary Public

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

M. H. Webb

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 *4th* day of *April* A. D. 191*9*

Chas R Rooms

Notary Public in & for El Paso County Texas

THE STATE OF TEXAS, }

COUNTY OF EL PASO.

BEFORE ME,

Chas R Rooms

A Notary Public

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

Annie L Webb

wife of *M. H. Webb*

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 *Annie L Webb*

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 *4th* day of *April* A. D. 191*9*

Chas R Rooms

Notary Public in & for El Paso County Texas

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 *4th* day of *April*, A. D. 191*9* with its certificate of authentication, was filed for record in my office this *19* day of *April* A. D. 191*9*, at *8:45* o'clock *P*. M. and duly recorded the *23* day of *April* A. D. 191*9* at *2:40* o'clock *P*. M. in the records of said County, in Volume *332* on page *430*

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

By

Alvance C. Rock

Deputy.

COMPARED

M H Webb

Annie L Webb

TO

United States

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for record *April 19 1919*

8:45 P at *2:40 P* o'clock *M.*

W D Greet

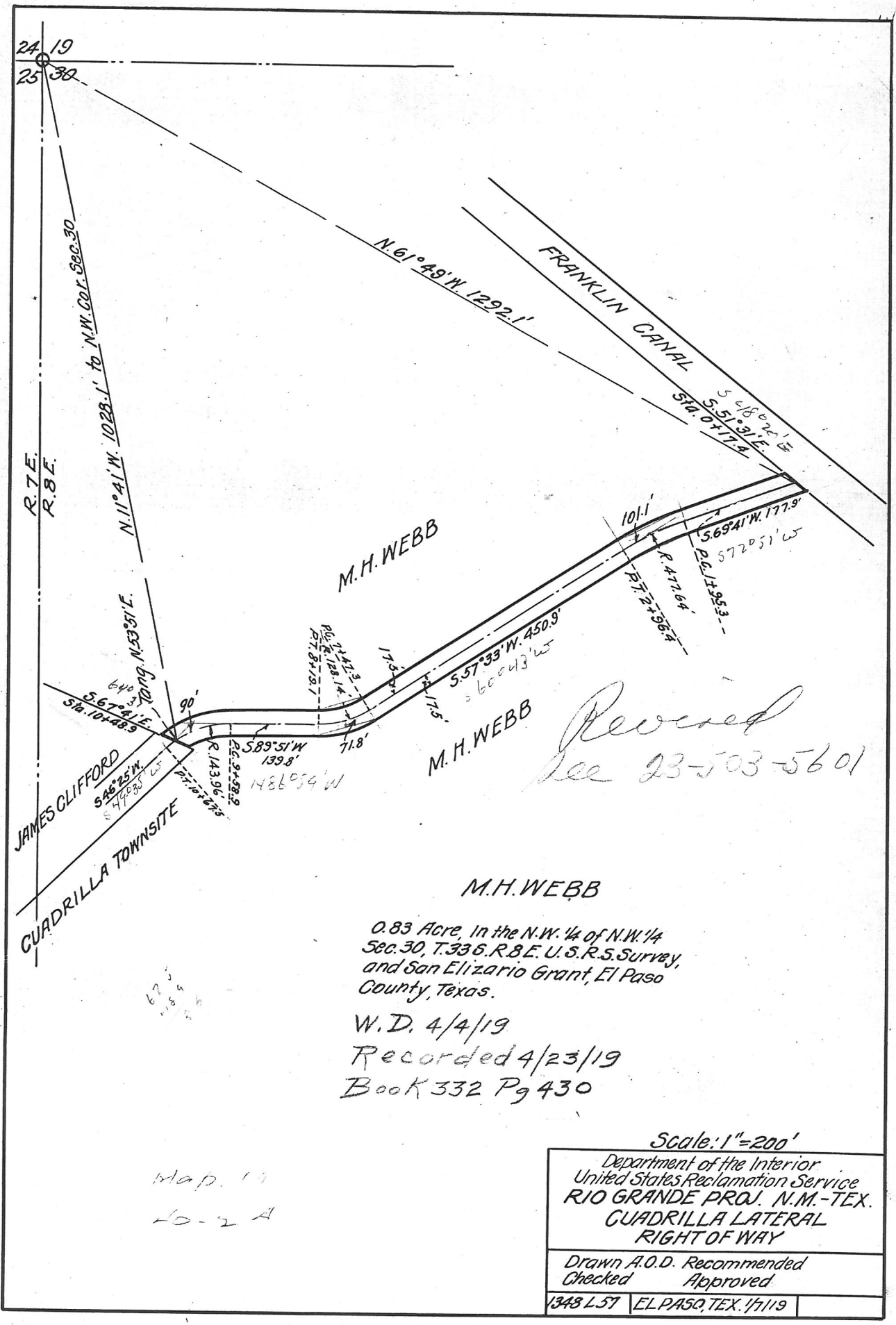
Clerk, County Court, El Paso County, Tex.

By *Alvance C. Rock*

Deputy.

ELLIS BROS. PRINTING CO., EL PASO

332/430



24.19
25.30

R.7E.
R.8E.

N. 11° 41' W. 1028.1' to N.W. Cor. Sec. 30

N. 61° 49' W. 1292.1'

FRANKLIN CANAL

S. 48° 22' E
551.31' E
S. 17.0° 17.4

M.H. WEBB

M.H. WEBB

*Revised
See 93-503-5601*

JAMES CLIFFORD

CUADRILLA TOWNSITE

M.H. WEBB

0.83 Acre, in the N.W. 1/4 of N.W. 1/4
Sec. 30, T.336.R.8E. U.S.R.S. Survey,
and San Elizario Grant, El Paso
County, Texas.

W.D. 4/4/19
Recorded 4/23/19
Book 332 Pg 430

Map. 19
10-2 A

Scale: 1"=200'

Department of the Interior United States Reclamation Service RIO GRANDE PROJ. N.M.-TEX. CUADRILLA LATERAL RIGHT OF WAY	
Drawn A.O.D. Recommended	Checked Approved
1348 L57	EL PASO, TEX. 1/1/19

JAN -5 1921

Assistant Director

Project Manager, El Paso, Tex.

Contract of Dec. 7, 1920, with M. H. Webb et ux.
purchase of improvements- Rio Grande project.

1. The above contract, forwarded with your transmittal letter of Dec. 8, 1920- bearing the Chief Engineer's endorsement of Dec. 14, 1920- was approved Jan. 5, 1921.
2. However such contract should show a consideration for its substitution for the former contract of Feb. 28, 1919, and paragraph 10 thereof should have set forth explicitly the benefit accruing to the United States from such substitution.
3. In order to meet this requirement it has been found necessary to attach to the original contract your letter of December 7- of which copies have also been attached to the Returns and office copies of the contract.

Morris Bier

Copy to C. E.
" " D. C. El Paso, Tex.

A Consideration appears in a case where the party entitled to performance accepts something of different value from that which he is entitled to demand (Hoyman and contract p. 672) In this case U. S. has taken possession and Webb's demand and accepts \$100 and release of liability to supply title goes only instead of \$110.

U. S. Reclamation Service
RECEIVED
JAN 10 1921
EL PASO TEXAS

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

WASHINGTON, D. C.

JAN -5 1921

From Assistant Director
To Project Manager, El Paso, Tex.
Subject: Contract of Dec. 7, 1920, with M. H. Webb et ux.
purchase of improvements- Rio Grande project.

1. The above contract, forwarded with your transmittal letter of Dec. 8, 1920- bearing the Chief Engineer's endorsement of Dec. 14, 1920- was approved Jan. 5, 1921.

2. However such contract should show a consideration for its substitution for the former contract of Feb. 28, 1919, and paragraph 10 thereof should have set forth explicitly the benefit accruing to the United States from such substitution.

3. In order to meet this requirement it has been found necessary to attach to the original contract your letter of December 7- of which copies have also been attached to the Returns and office copies of the contract.

Morris Cien

Copy to C. E.
" " D. C. El Paso, Tex.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande Project, El Paso, Texas, DEC 8 - 1920

Project Manager to Chief of Construction, thru District Counsel.

Execution
Subject: Forwarding for approval contract dated Dec. 7, 1920.

With **M. H. Webb and Annie L. Webb**

Estimated amount involved, **\$100.00** Authority No. **5-6-7**

Accompanied by bond and **2** copies or Clearing Acct.

(Insert "Yes" or "No" bond) **No bond.**

Purpose: **Settlement for improvements on 0.82 acre**
of land acquired for Cuadrilla lateral, El Paso Valley.

See Project Manager's letter Dec. 7, 1920, accompanying these papers.

Advise Project Manager at **El Paso, Texas,**

District Counsel at **El Paso, Texas.**

and **Chief Engineer at Denver, Colorado.**

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

Inclosures listed on the reverse

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

L H LARSON

(Signature)

Denver, Colo.

The above described contract and bond, if any, approved by _____ on _____ Chief of Construction.

Engineer Denver, Colo. **December 14, 1920.**

Chief of ~~Construction~~ to Director:

It is recommended that the above described contract be ~~executed~~

approved and bond if any approved. This contract substituted for

Inclosures: **contract Feb. 28, 1919, with M. H. Webb for purchase of land, approved by Acting Director on March 20, 1919.**

1 Orig. & 3 copies of form letter,

1 Orig. & 2 copies of contract,

Orig. letter Dec. 7, 1920, P.M. to C.E.,

Orig. certificate as to title,

Orig. certificate of necessity,

Orig. possessory certificate,

Blue print 1348 L57.

F. E. Weymouth.

Weymouth:

(Signature)

Washington, D. C.

Contract approved and bond, if any, approved by _____

on **JAN 5 1921**

Morris Bien, Assistant Director, U.S. P. S.

DEC 17 20 19013

CHIEF OF CONSTRUCTION
DISTRICT COUNSEL
ENGINEER

Inclosures:

Original and 4 copies of form letter of transmittal.
Original and 3 copies of contract

Original and 1 copy certificate as to title.

Original and 1 copy possessory certificate.

Original and 1 copy Project Manager's certificate of recommendation.

3 blueprints.

Remarks:

INSTRUCTIONS.

1. This form is devised to render unnecessary the writing of various routine letters in reference to contracts. If the agreement submitted is not of the class for approval in Denver (see par. 3a-h, pp. 201-2, Vol. 1 of manual), the chief of construction will forward with his recommendation to Washington for appropriate action.
2. The office in which the contract originates will transmit *two (2) copies* of this form *in excess* of the number of offices to be advised of approval or execution. For example, in the usual case where the project manager and district counsel are to be advised, four (4) copies and one (1) original (5 in all) should be sent to the Denver office.
3. With every contract submitted, involving an expenditure, the authority number (Form 7-681) or clearing account to which charges under the contract will be made, must be given in the space provided on this form letter. (See par. 41, p. 213, Vol. 1 of manual.) The amount of probable expenditure or collection must also be shown (see par. 11, p. 204, Vol. 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 and submitted with contract.
4. 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.
5. The office in which this contract originates should list all inclosures in the space above.
6. With this form appropriately modified quit claim or donation deeds (see par. 47, p. 265, Vol. I of Manual) shall be transmitted through the Denver Office to Washington for acceptance and filing, a copy of such deed with related papers being furnished for the files of the Denver office.
7. This form appropriately modified should be used to transmit informal earthwork contracts (Specifications Form 7-201) executed in project offices to the Denver office for acceptance, with copy of contract and related papers to be forwarded to Washington office by the Chief of Construction.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande Project, El Paso, Texas,

DEC 8 1920

Project Manager to Chief of Construction, thru District Counsel

Subject: Forwarding for approval contract dated Dec. 7, 1920.

With M. H. Webb and Annie L. Webb

Estimated amount involved, \$100.00 Authority No.

Accompanied by bond and 2 copies or Clearing Acct.

Purpose: Settlement for improvements on 0.83 acre of land acquired for Cuadrilla lateral, El Paso Valley.

See Project Manager's letter Dec. 7, 1920, accompanying these papers.

Advise Project Manager at El Paso, Texas, See letter 1/7/21 to PM

District Counsel at El Paso, Texas.

and Chief Engineer at Denver, Colorado.

of the approval of the above, using extra copy hereof. Inclosures listed on the reverse

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

L. H. LANSON

(Signature)

Denver, Colo.
The above described contract and bond, if any, approved by on Chief of Construction.

Engineer Denver, Colo. December 14, 1920.
Chief of Construction to Director:
It is recommended that the above described contract be approved and bond if any approved. This contract substituted for Inclosures: contract Feb. 28, 1919, with M. H. Webb for purchase of land, approved by Acting Director on March 20, 1919.
1 Orig. & 3 copies of form letter.
1 Orig. & 2 copies of contract.
Orig. letter Dec. 7, 1920, P.M. to C.E.,
Orig. certificate as to title,
Orig. certificate of necessity,
Orig. possessory certificate,
Blue print 1348 157.

(Signature)

Washington, D. C. JAN 6 1921
Contract approved and bond, if any, approved by on JAN 5 1921 Morris Bien, Assistant Director, U.S.R.S.

DEC 17 20 19013

Clark, Texas.
8/18/99.

M. C. F. Harvey;
El Paso, Texas.

Dear Sir;

Replying to your letter of 8/11th in regard to abstract on 32a, Carlisle tract, will say that I wrote the bank to make search for same, but have heard nothing from them yet.

As it would cost almost as much to have another abstract made as I am to receive from the U.S.R.S. for right of way, I wish to avoid this expense.

Yours truly,

W. H. Webb.

El Paso, Texas,
August 11, 1919.

Mr. M. H. Webb,

Clint, Texas.

Dear Sir:-

We are again taking the liberty of asking if you have been able to find your abstract of title. From our understanding of the matter as you present it, we are rather under the impression that the banks should produce your abstract, if you really left it with them, and, as stated in our letter of July 8th, we trust you may yet be able to put us in possession of an abstract of title, and assure you that if this is done, we will be in a much better position to get title guaranty and make payment to you.

Very truly yours,

L. F. Harvey,

Asst. District Counsel.

El Paso, Texas,

July 8, 1919.

Mr. M. H. Webb,

Clint, Texas.

Dear Sir:

We are in receipt of your letter of June 30th and note that you state you had informed us that you could not find your abstract of title. Your letter evidently went astray before it reached our office, because we are not in possession of this information, although we have been writing for it since the middle of April.

However, we ask that you make some further effort to get your abstract. An abstract is a rather valuable bit of property, and it appears to us that someone ought to be responsible for it, and whoever that party is, if we were you, we would insist that he make a most thorough and painstaking effort to find the abstract.

If we cannot be put in possession of the abstract, we hardly know what to advise you. We were relying upon this and it may be that for your own benefit, if you feel assured that the abstract is absolutely lost, you would want to have another one made.

In any event, we appreciate your position with regard to wishing to have this transaction closed, and we assure you that we are just as desirous to close it as you are.

We will leave the matter in your hands with our advice as above, again urging you to endeavor to fix upon someone the responsibility for producing your abstract.

Yours very truly,

CFHarvey

Asst. District Counsel.

Clint, Texas.
Of 30/9/9.

U. S. R. S. - Legal Dept;
El Paso, Texas.
Gentlemen;

Since writing you that the abstract for the Carlisle tract, which you asked that I send you could not be found, I have heard nothing from you regarding the matter. I went to the bank, where this abstract was kept, but it could not be found. I have had undisputed possession of the land for more than 100 yrs. have had it under fence ^{and} cultivation for that time, so my title to same is unquestionable. I'm anxious to get this \$100.00 for right of way for Cinderella ditch across this tract, as the office holds my note for assessment, which I'm anxious to take up.

My claim for damages to wheat crop, was submitted to the Grievance Committee, upon your suggestion, but I've had no report from them.

Yours truly,
J. S. R. S.

CFH:T

El Paso, Texas,

May 29, 1919.

Mr. M. H. Webb,

Clint, Texas.

Dear Sir:

Reference is had to our recent correspondence in regard to the loan of your abstract of title to be used by the Stewart Title Guaranty Co. in issuing title guaranty.

To date we have not received this abstract and we trust that you will put forth such effort to deliver same for the use of the guaranty company as is commensurate with your desire to receive a check in settlement for this right of way. As stated in former correspondence the abstract will be taken proper care of and returned to you immediately as soon as the title guaranty issues. We trust we may hear from you without further delay.

Yours very truly,

PWDent by CFH

District Counsel.

CFH:T

El Paso, Texas,
May 16, 1919.

Mr. M. H. Webb,

Clint, Texas.

Dear Sir:

Under date of April 16th we asked you for the loan of your abstract of title, this to be used by the Stewart Title Guaranty Company in issuing title guaranty and to be returned to you as soon as they had finished the transaction. Kindly let us have the abstract at an early date.

Have you secured any action from the grievance committee on your damage claim ?

Yours very truly,

PWDent by CFH

District Counsel.

El Paso, Texas, April 18, 1919.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is warranty deed dated April 4, 1919, running from M. E. Webb and wife to the United States.

Very truly yours,

P W DENT CFH

District Counsel.

incl.

El Paso, Texas,
March 28, 1919.

Stewart Title Guaranty Co.,

El Paso, Texas.

Gentlemen:

Kindly issue title guaranty for 0.83 acre, in the Northwest quarter of the Northwest quarter, Section 30, Township 33 South, Range 8 East, El Paso County, Texas, owned by M. H. Webb. This land is in the San Elizario Grant and the particular tract to be acquired by the United States is shown on the attached blueprint, which please return to this office. The consideration to be paid is \$110.00.

Warranty deed is today being sent to the grantor and as soon as same is executed it will be placed upon record.

Yours very truly,

F. W. DENT

District Counsel.

Enc 1.

GFH:T

El Paso, Texas,

March 28, 1919.

County Clerk,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is agreement to sell dated February 28th, 1919, between M. H. Webb and the United States of America.

Yours very truly,

P.W.DENT

District Counsel.

Enc 1.

Guadrilla Lateral

El Paso, Texas,
March 28, 1919.

Mr. M. H. Webb,
Clint, Texas.

Dear Sir:

You are advised that your contract of February 28, 1919, agreeing to convey right of way for the Cuadrilla Lateral, has been approved by our Department.

A warranty deed has been drawn, which please execute and return to this office. Also have your wife join in the deed. It is necessary that this deed be duly executed and recorded before title guaranty can issue. We are ordering the title guaranty today which is, we understand, in accordance with your wishes in the matter, and the recording of the deed, as stated above, will facilitate issuance of the guaranty and final payment to you; so please do not delay.

The deed will require a 50¢ U. S. Internal Revenue Stamp, which it is customary for the grantor to supply. Please do not overlook this matter as the deed will not be accepted by the County Recorder unless the stamp is affixed.

Yours very truly,

P. J. DENT

District Counsel.

El Paso, Texas, April 16, 1919.

Mr. M. H. Webb,

Clint, Texas.

Dear Sir:

In connection with getting out the title guarantee for your land, the Stewart Title Guarantee Company, Two Republics Building, wish to secure the loan of your abstract of title. This will be returned to you promptly. Kindly deliver same either to them direct or to this office.

Also, we trust you will not overlook the matter of the revenue stamp for the warranty deed, as requested in our letter of the 7th instant.

Very truly yours,

P W DENT CPH

District Counsel.

*Write Stewart
People 4/16-19*

CH

El Paso, Texas, April 7, 1919.

Mr. M. H. Webb,

Clint, Texas.

Dear Sir:

We are returning your warranty deed for 50-cent revenue stamp, as requested in our letter of March 28.

Regretting this delay, we are,

Very truly yours,

P W DENT

DISTRICT Counsel.

incl.

AFFIDAVIT AS TO POSSESSION

STATE OF TEXAS :
 : SS.
COUNTY OF EL PASO :

I, M. H. Webb, do solemnly swear that to my personal knowledge the land described in the contract dated February 28, 1919, made between myself and the United States of America, which land is located in NW $\frac{1}{4}$ of NW $\frac{1}{4}$ sec. 30. T. 33 S., R. 8 E., United States Reclamation Service survey, being also in the San Elizario Grant (0.83 acre), El Paso County, Texas, has been and is now held in actual, exclusive, and continuous possession of myself and my predecessors in title for a period of more than ten years immediately preceding and including the date of said contract, and that no person has during any of this period held adverse possession of said described land.

M. H. Webb

Subscribed and sworn to before me at El Paso, Texas, this 29th day of March, A.D., 1919.

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

My commission expires:
June 1, 1919

CERTIFICATE

I HEREBY CERTIFY That the land described in the agreement dated February 28, 1919, with M. H. Webb, is required for purposes authorized by the Act of June 17, 1902 (32 Stat., 388), namely, as right of way for the Guadrilla Lateral, a part of the Rio Grande project; that the consideration to be paid thereunder, \$110.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

J. M. Lawson

Project Manager.

El Paso, Texas,

March 10, 1919.

Form 7-523
Form approved by the Secretary of the Interior
September 13, 1915
(Reprint July, 1919)
(Reprint Nov., 1919)

CONTRACT
(Disbursement)
6-6024

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

~~THE~~ RIO GRANDE PROJECT ~~Texas - New Mexico.~~

THIS AGREEMENT, made the 7th day of December, nineteen hundred and ~~twenty~~, 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. H. Webb and Annie L. Webb, husband and wife,~~

hereinafter styled ~~Contractor,~~ ^{Vendor} their heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties covenant and agree that—

~~1. The Contractor will~~

2. For and in consideration of the payments to be made by the United States as hereinafter provided, and of the covenants herein contained, the Vendor does hereby sell, assign, transfer and set over to the United States free and clear of any lien or encumbrance, all buildings, fences, ditches, seedings, growing crops, trees, and shrubbery, and any and all other improvements of whatsoever kind or nature, upon, attached to, or growing upon that certain piece or parcel of land situated in the county of El Paso, State of Texas, particularly described as follows, to wit:

A tract of land in the northwest quarter of the northwest quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) section thirty (30), township thirty-three (33) south, range eight (8) east, United States Reclamation Service survey, being also in the San Elizario Grant, and being thirty-five (35) feet wide, lying seventeen and five-tenths (17.5) feet on each side of the center line for the Cuadrilla lateral, said center line being described as follows: Beginning at a point on the southwest boundary of the right of way of the Franklin canal, said boundary having a bearing south 51°31' east and from which point the northwest corner of said section thirty (30) bears north 61°49' west one thousand two hundred ninety-two and one-tenth (1292.1) feet; thence south 69°41' west 177.9 feet; thence to the left along the

its

arc of a four hundred seventy-seven and sixty-four hundredths (477.64) feet radius curve, a distance of one hundred one and one-tenth (101.1) feet measured on a fifty (50) foot chords; thence south 57°33' west four hundred fifty and nine-tenths (450.9) feet; thence to the right along the arc of a one hundred twenty-eight and fourteen-hundredths (128.14) feet radius curve a distance of seventy-one and eight-tenths (71.8) feet measured on fifty (50) foot chords; thence south 89°51' west one hundred thirty-nine and eight-tenths (139.8) feet; thence to the left along the arc of a one hundred forty-three and ninety-six hundredths (143.96) feet radius curve a distance of ninety (90) feet measured on fifty (50) foot chords to the point on the property line between land of the Vendor herein and James Clifford, and terminating with said property line, said property line having a bearing south 67°41' east and the tangent to the curve bearing north 53°51' east, from which point the northwest corner of said section thirty (30) bears north 11° 41' west one thousand twenty-eight and one-tenth (1028.1) feet; said tract of land containing eighty-three hundredths (0.83) acre, more or less.

3. The Vendor, on behalf of himself, his heirs and assigns, releases and acquits and discharges the United States and its assigns from any and all liability for damages or compensation arising from the entry upon said parcel of land and from the construction, operation, and maintenance thereon of works pertaining to the United States Reclamation Service.

4. In consideration whereof, the United States agrees to pay to the Vendor the sum of One Hundred Dollars (\$100.00), upon government voucher, by Treasury warrant, or disbursing officer's check, as full purchase price of said improvements and as full payment for all damages by reason of the matters and things stated herein.

5. The Vendor hereby ratifies and confirms the grant to the United States of the right of way across lands herein referred to in stock-subscription contract with the El Paso Valley Water Users' Association.

6. The Vendor will furnish before payment, satisfactory evidence that he is the owner of said improvements and the land on which the same are situated, and that the same are free from any lien or encumbrance, and for this purpose will submit any abstract or title papers which he may have in his possession for examination; but the United States will at its own expense and for its own use procure such abstract as may be necessary for the investigation of the title to said land and improvements, and may make and retain copies of the abstract and title papers submitted by the Vendor for examination.

7. The Vendor upon request by the proper officials of the Reclamation Service, will procure and have recorded, where proper for record, all deeds or other assurances of title, and affidavits and

other evidences of title which in the opinion of Counsel for the Reclamation Service are necessary to show good title unincumbered in the Vendor to the property purchased.

8. Liens or incumbrances against the property purchased may, at the option of the United States, be discharged at the time of payment, or a sufficient amount for this purpose be retained from the purchase price and the same discharged with the money so retained, but this provision shall not be construed to give precedence of any lien or incumbrance over this agreement, nor as an assumption of the same by the United States.

9. This agreement shall become effective to bind the United States immediately upon its approval by the proper supervisory officer of the United States Reclamation Service.

10. It is understood and agreed by the parties hereto that this contract is to be substituted in the place of a certain agreement to sell land made between the United States and the Vendor, the said M. H. Webb, dated February 28, 1919, all rights under the said former agreement being merged in the present agreement, and the Vendor does hereby release the United States, in consideration of the making of this present agreement, from all claims arising by reason of the said former contract.

Faint, mostly illegible text at the top of the page, possibly bleed-through from the reverse side.

11 Vendor

The contractor 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 contractor 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.

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 contractor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

For and in consideration of the faithful performance of this contract, the Contractor shall be paid

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of the contract so far as the United States is concerned; all rights of action, however, for breach of this contract are reserved to the United States, as provided by section 3737, Revised Statutes of the United States.

12. It is further stipulated and agreed that in the performance of this contract no persons shall be employed who are undergoing sentences of imprisonment at hard labor which have been imposed by courts of the several State or Territories or municipalities having criminal jurisdiction.

13. 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. L., 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 M LAWSON
Project Manager, U. S. R. S.

M R WEBB

Contractor

* By ANNIE L WEBB
Vendor

P.O. Address Clint, Texas

† Approved:

(Date) _____, 19____

* See pars. 6 and 7, Instructions, over.

† Approval of this contract is not required when executed by the Chief of Construction, except in cases covered by regulations on pages 201-203 of the Manual.

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF _____ }
COUNTY OF _____ } ss:

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

_____, U. S. R. S.

Subscribed and sworn to before me at _____

[OFFICIAL SEAL] this _____ day of _____, A. D. 19____ My commission expires _____

NOTE.—Execute this affidavit only on the copy for the Returns Office; not on original.

INSTRUCTIONS

- 1. Before having contract executed, field officials must see that instructions in paragraph 7, page 203 of Manual, have been fully complied with, and that all clauses such as patent, eight hour, and others applicable to the contract and required by the regulations are inserted therein.
- 2. Every contract for construction or repair of a public work is required by law to be supported by bond. (Pages 206-208, Manual.)
- 3. The post-office address of the contractor must appear in the contract, all dates plainly given and blanks carefully filled, and all particulars and conditions stated as fully and as clearly as practicable.
- 4. Erasures and interlineations or other irregularities must be explained over the signatures of the parties to this agreement. A general statement that "erasures and interlineations were made before execution" is not sufficient.
- 5. Only one copy of a contract should be executed, unless the Contractor requests an executed copy for his files, in which case the contract may be executed in duplicate.
- 6. A contract with a firm should describe the Contractor in the preamble as: "_____ and _____, partners, doing business under the firm name and style of _____," the names of all members of the firm being inserted. The contract should be signed in the firm name by a member thereof, who should also affix his title of "Partner" or "Member of firm."
- 7. A contract with a corporation should describe the Contractor in the preamble as: "_____ a corporation duly organized under the laws of the State (or Territory) of _____." The signature should be in the following form: "_____ by _____" (giving official designation), and the corporate seal should be affixed.
- 8. A certificate under seal of the company that the officer signing the contract is authorized to do so should accompany the contract. If the corporation has no seal, the certificate should state that fact. Such certificate of authority once filed will not be required in a subsequent contract if it bears a reference to the case in which it was furnished, with statement that it is still effective.
- 9. In the execution of this contract the names of the parties should be signed in ink in the usual manner and as written in the body of the instrument.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made

2/28/19

191 , with

M.H. Webb

for the purchase of land required for Quadrilla Lateral

purposes, Project,

County, El Paso, Texas

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

San Elizario Grant.

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

M.H. Webb, #16 Hampton Court, El Paso, Texas.

(Mrs. Annie L. Webb (Wife) #16 Hampton Court, El Paso, Texas.

TRACT TO BE CONVEYED NOT PART OF HOMESTEAD.

4. 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 the lease, and the date when the tenant is to give up possession.

Owner in possession.

5. Also state whether land is subject to right of way by virtue of contract with water users' association or other agreement.

Yes.

6. State how much of the land is under cultivation, to what kinds 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 of the land, such as buildings; also the amounts and values of the several classes of land.

Cultivated. Grain & Alfalfa.

7. 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.

Franklin Canal.

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

\$ 135.00 to \$ 200.00.

9. 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.

Of no benefits to balance of tract as it cuts off front-
age on County Road.

The above is a correct statement of the information procured.

Dated 2/28/19. 191

(Signature).....

(Title) Instrumentman.....

In Charge of Negotiations.

Approved:

Project Manager.

INSTRUCTIONS.

The proper procedure in making purchases of lands under the Reclamation Act, in pursuance of the various rulings made by the Department of the Interior and the Department of Justice, is substantially as stated below, though, in some cases, deviations may be necessary in certain details. These instructions do not relate to withdrawn public lands to which there is a claim by reason of a settlement or entry made prior to withdrawal; in such cases the agreements for purchases of improvements should be entered into on Form 7-523. See Manual, 1913 edition, pages 233-237.

1. As soon as possible after it has been ascertained that the property will be required, the Project Manager should forward to the Director of the Reclamation Service the following papers:

(a) Form 7-276 or 7-277, contract of sale, or memorandum of terms of proposed purchase, together with two copies of the same, one for the Returns Office and the other for the Director. When the land is donated, use Form 7-277.

(b) Affidavit of disinterestedness.

(c) This Form (7-281), report on land agreement.

(d) Certificate that the land is necessary for the purposes authorized by the Reclamation Act and that the consideration agreed upon is reasonable, together with his recommendation that the agreement be approved. This certificate should also contain other valuable information relative to the transaction not given in Form 7-281.

(e) If the tract is described by metes and bounds, this report should be accompanied by a small sketch, with the boundary lines platted, showing all courses and distances and all references to public-land corners. (See Manual, Title, *Lands, Acquisition of*, pars. 11 and 23, pp. 227 and 231.)

2. When the agreement has been approved, the original will be returned to the Project Manager, who will immediately notify the vendor thereof and call upon him, if pursuant to said agreement, to furnish an abstract of title, which shall later be extended to include any instruments subsequently recorded in connection therewith and also the record of the conveyance made in pursuance of said agreement, also to procure and have recorded, where proper for record, all assurances of title and affidavits which may be necessary and proper to show clear, unincumbered title in him. This will fix the date from which time may be counted in favor of the United States for extension of the option as provided in the agreement, in case it be found necessary to do so. If the abstract contains a large number of entries it should be indexed, and if the title to a canal system is involved the abstract should be accompanied by maps showing said system and the lands affected thereby. The abstract, certificates, maps, contract, possessory certificate, and form of deed which it is proposed to execute, referred to in next paragraph, should be submitted to the local district counsel. For form of possessory certificate see also par. 20, of the Title, *Lands, Acquisition of*, in the Manual.

3. The ordinary form of warranty deed, or its equivalent, in general use will be acceptable to the Department, only one material change being required, viz, the insertion of the italicized words in the clause to the following effect usually found in such deeds: "For and in consideration of * * * dollars to him in hand paid in pursuance of the provisions of the act of June 17, 1902 (32 Stat., 388); by the said party of the second part," etc. The grantee or second party must be the United States, and the words "heirs, executors, administrators, successors," etc., when referring to the second party, should be stricken out, and the sentence should read "the party of the second part and its assigns." One copy of the proposed form of deed should be retained by the Project Manager, to be executed by the vendor after the title has been found acceptable. A quitclaim deed will be acceptable in case title in fee is not vested in the vendor.

4. When forwarding the title papers to the local district counsel the engineer should request that, if apparently in satisfactory form and sufficient, they be forwarded to the district counsel in charge of titles; with his opinion thereon, otherwise that they be returned, pointing out the defects and indicating how they may be remedied.

5. The district counsel in charge of titles will render an opinion upon the title, and thereupon all the papers will be returned to the local district counsel for action in pursuance of the findings of the opinion. After the title has been found satisfactory, the deed should be executed and recorded and the abstract extended to cover record of same, and also to cover payment of taxes, etc., found to be liens against the estate. Payment may then be made to the grantor, provided no further defects are revealed by the extension of the abstract. The voucher covering payment should be accompanied by the contract, abstract of title, deed, and official copy of opinion. In case the title is found to be imperfect, the papers will be returned for the necessary corrections, and the abstract should then be brought up to date and again submitted through the local district counsel as above for reexamination.

6. In the case of a desert-land entry, when the approval has been given of the purchase of the possessory rights of an entryman, the certificate of the recorder of land titles in the county where the land is situated should be obtained, showing that he has searched the records of his office, and stating whether any instrument of conveyance, assignment, or mortgage of the right obtained by the entry referred to there appears.

7. In the case of land covered by a homestead or desert-land entry where an entire legal subdivision is involved a relinquishment to the United States is sufficient, and a certificate should be obtained from the register and receiver of the local land office showing that the entry was valid and subsisting at the time of the relinquishment, and that it had been relinquished and canceled on the records of the land office. This

certificate should accompany the voucher in lieu of the deed or relinquishment, which will be retained in the local land office. Where less than a legal subdivision is to be acquired, which can not be described in the ordinary way (by quarters and halves), the method outlined under (b) and (e), paragraph 38, page 236 of the Manual should be followed.

8. In the public-land States improvements by entrymen are generally regarded as personal property, subject to taxation, and before paying for land to be acquired by relinquishment the certificate of the officer having charge of the tax records in the county should be obtained showing the condition of the property in respect to levy and payment of taxes for the years since the entry.

9. This Form (7-281) may be used as far as it is applicable in making a report of negotiations not concluded, all necessary additional information being given under heading No. 9, when for any reason it is advisable that the matter be further considered by the Project Manager before final agreement. In this case it should be noted conspicuously on the first page and in the brief on back that it is a report of pending negotiations.

10. An agreement of sale may be made with any person owning the land in his own right, or with a trustee under a power in a deed, or with a person holding a power of attorney from the owner authorizing him to do so, or with an executor under a power in a will. A certified copy of the evidence of authority must accompany the papers.

11. The husband and wife must join in the agreement except where the local laws or the conditions under which the property is held do not require it. It is better, however, to obtain in every case the signatures of both husband and wife. The agreement must state whether the vendor is married or single, widow or widower.

12. An administrator or an executor without a power to sell in the will has no authority to make a contract for the sale or conveyance of land or of a right of way thereon. In case of the death of the owner without a will, the real estate descends to the heirs; if he dies leaving a will, the real estate goes to the devisees, subject in both cases to the payment of debts of the decedent. The heirs or devisees must all join in the agreement.

13. Neither the guardian of a minor nor the guardian of an insane person has a right to contract to sell or convey the real estate of his ward without special authority from the proper court.

14. Before negotiations for the purchase of any tract are begun, it is important to learn whether the land has been offered for sale, and at what time and price; also what price the present owner paid for the land.

15. Special conditions and limitations may be added, when necessary, to the printed forms of contracts in reference to possession of premises, growing of crops, etc., pending final conveyance, but these conditions should be avoided as far as possible, and the time limit of the contract should be fixed with reference to these matters. Ample time should be given in the contract for the preparation of an abstract of title and for consideration of the same by the officials at Washington, D. C. In this connection, see also Manual, par. 12, page 227.

16. For a general discussion of this subject see pages 96 to 100 of Water-Supply Paper No. 493.

7-281

REPORT ON LAND AGREEMENT.

For purposes.

..... project.

Sec., T., R., M.

Belonging to

County of

State of

Submitted by

Date 191.....

51-2-12
51-2-51

G-4903

El Paso, Texas, December 7, 1920.

Project Manager

Chief of Construction, Denver. (Thru District Counsel, El Paso.)

Contract with M. H. Webb et ux. dated December 7, 1920, for improvements on canal right of way - Rio Grande project.

1. The above described contract, with related papers, is submitted for approval, with the following remarks:

2. This contract is based upon standard form at page 52, with paragraph 5 thereof amended in accordance with Circular Letter 944, as the land is subject to right of way by virtue of stock-subscription contract with the water users' association (now irrigation district).

3. Paragraph 11 of this particular contract is in addition to the standard form and has been added as it is desired to cancel a former contract with Mr. Webb for the same land, dated February 28, 1919, inasmuch as the former contract was made with the understanding that contractor would loan his abstract of title for our use in procuring a title guaranty. Mr. Webb has lost his abstract and no other is available, unless new abstract is purchased. New abstract would cost at least \$70, and I do not desire to enter into this expense as it is not warranted in view of the amount to be paid under this agreement. The agreement dated February 28, 1919, called for a payment of \$110, but as contractor is not to bear cost of title guaranty under the new agreement the consideration is now reduced \$10, formerly cost of a title guaranty, and is placed at \$100.

4. Paragraph 8 of the new agreement, in reference to liens, has been retained, although the consideration is less than \$250. This has been done, and certificate as to title accompanying the papers has been made to cover examination as to liens, for the reason that the papers are necessarily prepared for contractor's signature in advance of final examination as to liens before my signature; and generally I deem this procedure a better protection for the interests of the United States.

J M LAWSON

incls. as noted on form
letter of transmittal.

extra copy above letter for
Washington office.

El Paso, Texas, November 24, 1920.

Mr. M. H. Webb,

Clint, Texas.

Dear Mr. Webb:

There is inclosed a form of contract whereby the United States is to pay you \$100 for the Cuadrilla lateral right of way. Paragraph 11 recites that this agreement is to be substituted for the former one made under date of February 28, 1919. The consideration has been reduced to \$100, where the former contract carried \$110, for the reason that under the former contract you were to pay \$10 for title certificate, which in the present case you will not be called upon to furnish. No deed will be necessary in connection with this agreement.

Please sign and also have Mrs. Webb sign, and return the instrument to this office, when we will transmit it for approval and make payment as soon as this formality is accomplished.

Thanking you for your indulgence awaiting a settlement of this transaction,

Very truly yours,

P W DENT

District Counsel.

incl.

CPH:MEP

El Paso, Tex.
Sept. 17, 1919.

Mr. M. H. Webb,
Clint, Tex.

Dear Sir:

In regard to locating your abstract of title will you kindly advise us which bank it is that you held responsible for the abstract and just what evidence you have that the bank is the responsible party.

We suppose this is one of the El Paso banks and if you care to supply us with the above information we will be glad to take the matter up personally with the bank and see if we cannot get the abstract.

We want to do everything in our power to close the transaction and pay you the money that is due but you will appreciate that the price named in the contract was figured upon your statement that you could produce an abstract to be used in getting title guaranty.

Very truly yours,

C. F. Hawley

ASST. DISTRICT COUNSEL

Certificate as to Title.

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

A tract of land containing 0.83 acre, more or less, in the northwest quarter of the northwest quarter of sec. 30, township 33 south, range 8 east, U. S. Reclamation Service survey, El Paso County, Texas, being also in the San Elizario Grant, and more particularly described in agreement to sell dated December 7, 1920, made with M. H. Webb et ux., vendors:

That an examination of the tax and title records of El Paso County, Texas, indicates that the said Vendors, who are the reputed owners, are the actual owners, and that there are no unsatisfied mortgages or other liens existing against the said land.

El Paso, Texas,
December 7, 1920.

C F HARVEY

Clerk.

POSSESSORY CERTIFICATE

Rio Grande Project,
El Paso, Texas, December 7 1920

I, Geo. W. Hoadley, Field Assistant, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from M. H. Webb ^{et ux.} in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 30, T. 33 S., R. 8 E., USRS. Survey, containing 0.83 acre, more or less, El Paso County, 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

Field Assistant.

Certificate of Recommendation.

I HEREBY CERTIFY That the rights and property described in the agreement dated December 7, 1920, made with M. H. Webb et ux. are required for purposes authorized by the act of June 17, 1902 (32 Stat. 388), namely, as right of way for the El Paso Valley Cuadrilla lateral, a part of the Rio Grande project; that the consideration to be paid thereunder, \$100, is reasonable and the lowest that could be obtained, the said consideration being for damage to this land holding by reason of the lateral's cutting off frontage on the county road and ^{for} waiver of any further claims; and I recommend that the contract be approved.

El Paso, Texas,
December 8, 1920.

L. M. LARSON

Project Manager.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, MAR 3 - 1919, 19

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

Subject: Forwarding contract for approval.

Agreement dated February 28, 1919. Rio Grande Project

Executed on behalf of U. S. by L.H. Lawson, Project Manager.

With H.R. Webb

Estimated amount involved, \$ 110.00

Authority No. 507
or clearing acct.

~~Accompanied by bond and two copies.~~
(Strike out if no bond transmitted.)

Purpose:
(See instructions on back.)

Purchase of right of way for Cuadrilla Lateral

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

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

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

Encls:

- Orig. & 3 copies contract
- Orig. & 1 copy Cert. of Recommendation
- Orig. & 1 copy Report on Land Agreement
- Two Blueprints

L.H. LAWSON

Project Manager.

Denver, Colo., Feb. 12, 1919

It is recommended that the above-described contract be approved.
(see statement on reverse)

Inclosures:

- Orig. & 3 copies form letter.
- " " 2 " contract.
- " Certificate of necessity.
- " Report on Land Agreement.
- 1 blue print.

Chas. P. Williams

Acting *Chief of Construction.*

C-4533

Washington, D. C., MAR 20 1919

Contract (and bond, if any,) was approved by MORRIS BLEN,
Assistant to the Director.

Original enclosed for record
and further appropriate action

on MAR 20 1919

MAR 15 '19 93836

INSTRUCTIONS.

1. This form is devised to render unnecessary the writing in the Washington and Denver offices and in the field of various routine letters in reference to contracts.
2. The project or other office where the contract originates will transmit **two copies** of this form in excess of the number of offices which are to be advised of approval. For example, in the usual case where the Project Manager and Chief of Construction are to be advised, four copies should be sent to the Denver Office.
3. With every contract submitted, involving an expenditure, the authority number (Form 7-681) or clearing account to which charges under the contract will be made, must be given in the space provided on this form letter. 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 accompanying the contract.
4. 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.
5. The office in which this contract originates should list all inclosures below.

6-4533

(INSERTED IN DENVER OFFICE)

The information stated in paragraph 3 of report on land agreement shows that Annie L. Webb, wife of M. H. Webb, is also the owner of this land. If this is true, it appears that paragraph 11 of instructions on page 4 of the report on land agreement should have been followed.

Inclosures:

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

THIS AGREEMENT, made the twenty-eighth day of February

nineteen hundred and nineteen, between M. H. Webb

and his wife of El Paso

County, Texas, for him self, his heirs, legal representatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by

- - - L. M. LAWSON, Project Manager - - United States Reclamation Service, thereunto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1902 (32 Stat., 388),

WITNESSETH:

1. The vendor in consideration of the benefits to be hereafter derived from the construction of irrigation works through, upon, or in the vicinity of the lands hereinafter described, of the promises and covenants of the United States herein contained, and of the payment to the vendor by the United States of the sum of one (\$1.00) dollar, the receipt whereof is hereby acknowledged, does hereby agree, upon the terms and conditions hereinafter stipulated, to sell and by good and sufficient deed to convey to the United States of America the following-described real estate and property situated in

the county of El Paso State of Texas, to wit:

A tract of land in the northwest quarter of northwest quarter, Section thirty (30), township thirty-three (33) south, range eight (8) east, United States Reclamation Service survey and the San Elizario Grant, and being thirty-five (35) feet wide, lying seventeen and one-half (17 1/2) feet on each side of the center line for the Cuadrilla Lateral, said center line being described as follows: Beginning at a point on the southwest boundary of the right of way of the Franklin Canal, said boundary having a bearing south 51°31' east and from which point the northwest corner of said section 30 bears north 61°49' west, 1,292.1 feet; thence south 69°41' west, 177.9 feet; thence to the left along the arc of a 477.64 feet radius curve, a distance of 101.1 feet measured on 50 foot chords; thence south 57°33' west, 450.9 feet; thence to the right along the arc of a 128.14 feet radius curve, a distance of 71.8 feet measured on 50 foot chords; thence south 89°51' west, 139.8 feet; thence to the left along the arc of a 143.96 feet radius curve a distance of 90 feet measured on 50 foot chords to a point on the property line between land of the vendor herein and James Clifford, and terminating with said property line, said property line having a bearing south 67°41' east and the tangent to the curve bears north 53°51' east, from which point the northwest corner of said section 30 bears north 11°41' west, 1,028.1 feet; said tract of land containing eighty-three hundredths (0.83) acre, more or less.

2. In consideration of the premises the vendor further agrees upon receipt of notice that this agreement has been approved by the Comptroller or Director 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.

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

4. And for the same consideration the vendor agrees to execute and deliver, upon demand of the proper officer of the United States at any time within the continuance of this agreement, a good and sufficient deed of warranty conveying to the United States good title to said premises free of lien or incumbrance.

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 such deed and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it will cause to be paid to the vendor as full purchase price and full payment for all damages for entry upon the above-described land and the construction, operation and maintenance of reclamation works under said act, the sum of

One hundred ten ⁰⁰/₁₀₀ (\$110 ⁰⁰/₁₀₀)

-----dollars, by U. S. Treasury warrant or disbursing 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. It is agreed that the vendor may retain possession of said premises until February 28, 1919 notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops thereon until February 28, 1919; 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 as above specified, and shall terminate 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. 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).

The vendor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or to 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.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the day and year first above written.

Witnesses :

.....
of.....
.....
of.....
.....
of.....
.....
of.....

M.H. Webb
Vendor.

Tom Lawson
For and on behalf of the United States.

STATE OF Texas }
COUNTY OF El Paso } ss:

I, Geo.W.Hoadley, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that M.H.Webb
who is personally known to me to be the person whose name is subscribed
to the foregoing instrument, appeared before me this day in person and acknowledged that
he

signed, sealed, and delivered said instrument of writing as his free and voluntary act,
for the uses and purposes therein set forth.

~~Further certify that I did examine the said~~
separate and ~~apart from~~ ~~his~~ ~~husband~~ and explained to ~~the~~ the contents of the
foregoing instrument, and ~~upon that examination~~ ~~declared that~~ did
voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and ~~do~~
~~not wish to retract the same.~~

Given under my hand and official seal, this 28th. day of February, 1919.

[SEAL.] Geo. W. Hoadley
Notary Public.

My commission expires June 1st 1919.

Approved MAR 20 1919, 1919

Norris Dien *JHS*
Assistant to the Director *ad*

COMPARED

4193

7-276

AGREEMENT TO SELL

J. M. A. Wells

TO UNITED STATES.

(F)

COUNTY OF EL PASO

FILED FOR RECORD

I hereby certify that this instrument was filed

for record at my office at _____ o'clock _____ M.

at _____ o'clock _____ M.

W. D. GREET, 1919, and is duly

recorded in Book _____ Page No. _____

By _____ Deputy

By

Fees, \$

2/28/19 332/241

CERTIFICATE OF RECORD

THE STATE OF TEXAS, COUNTY OF EL PASO

I, W. D. GREET, County Clerk in and for said County, do

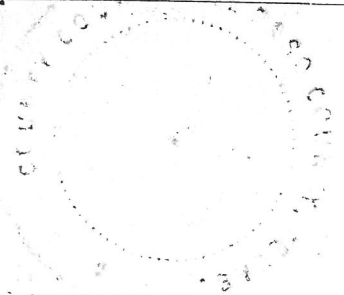
hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office, on the 28 day of March A. D. 1919, at 4:48 o'clock P. M., and duly recorded the 31 day of March, A. D. 1919, at 12 o'clock M, in the Deed

Records of said County, in Volume 332, on page 241

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.

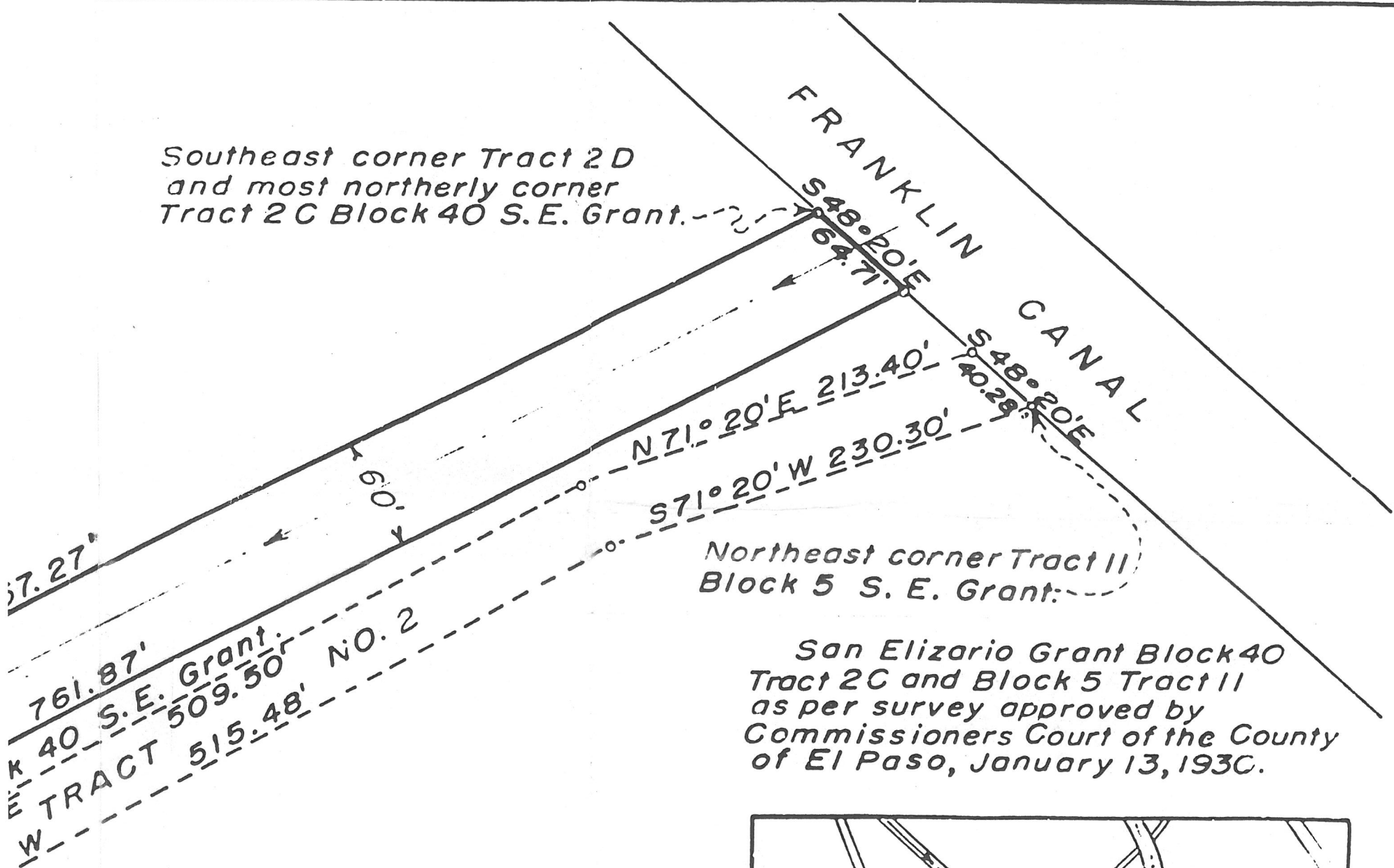
W. D. GREET,

County Clerk. By Lawrence C. Rock, Dep



{OFFICIAL SEAL.} this _____ day of _____ A. D. 1919 My commission expires _____

NOTE.—Execute this affidavit only on the copy for the Returns Office, not on original.



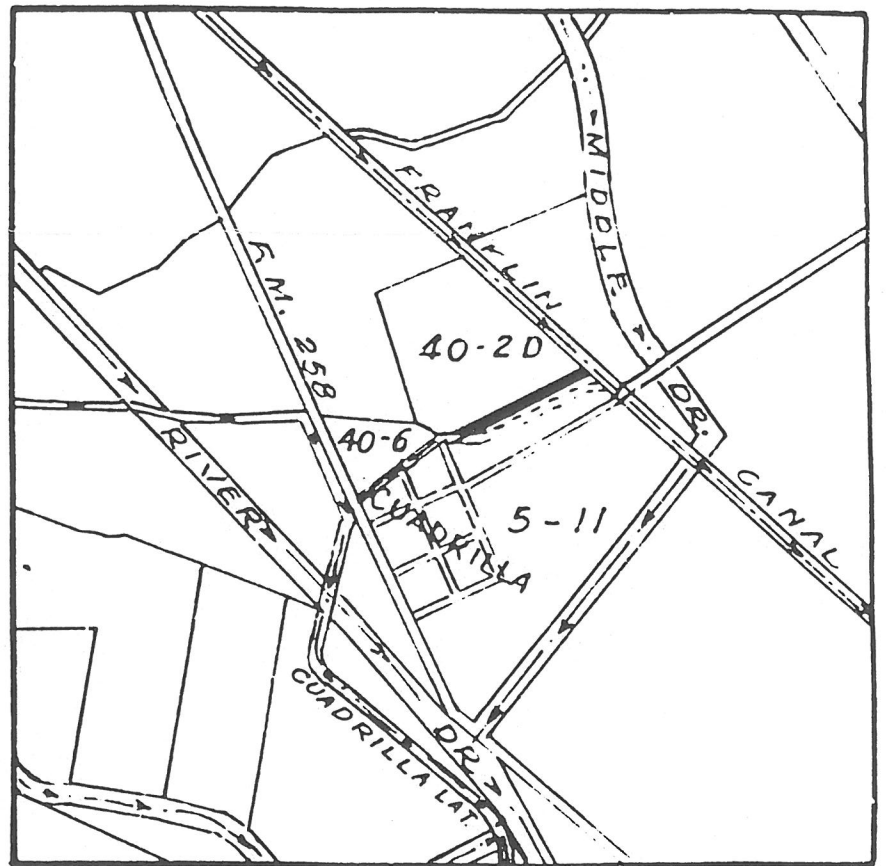
Tract II Block 5
San Elizario Grant

and wife, VELMA K.,

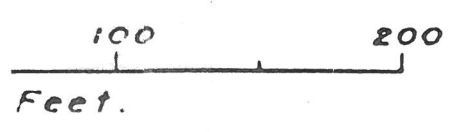
ES OF AMERICA
1 1.12 ± Ac.

ES OF AMERICA

and wife, VELMA K.,
2 0.68 ± Ac.



LOCATION PLAT
0 1000 3000
Scale of Feet.



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
RIO GRANDE PROJECT - N. MEX. - TEXAS
CUADRILLA LATERAL
EXCHANGE OF RIGHT OF WAY WITH
OTIS PARKER

REV. 503 Jan 9-16-54	DRAWN JWM SUBMITTED <i>J. W. Moser</i>
	TRACED ERJ RECOMMENDED <i>Ed. J. Moser</i>
	CHECKED <i>W. A. D.</i> APPROVED <i>W. A. D.</i>
	EL PASO TEXAS, 12-1-54 23-503-5601.

This is new version
of map # 1348 L57, in
Webb, M.H., et ux, Annie L.
Warranty Deed, Cuadrilla Lateral
(1348 L57 says revised - see this
dwg. no. 23-503-5601)



Most westerly corner
of Tract 2C Block 40
S.E. Grant.

N89°42'

133.8

N70°24'E 80.79

TOWNSITE
OF
CUADRILLA

CUADRILLA
LATERAL

LOS ANGELES
ST.

SAN FRANCISCO
STREET

TORREON
ST.

F.M.
2
8