ACCIONTE OD TO POSSOSSIONA

State of Tares.
Vounty of Al Paso, :
I R Thomson
ewear that to my personal knowled; & the land described in the
contract dated October 8
tween mynelf and the United States of America, which land is
secs. 33 and 34, T. 32 S., R. 7 E., Reclamation service survey,
part 1700 part 1.0% b
El Peso County, Texas, has beer and is now hold in Advent, ex., elusive, and continuous possession of myself and my prodecessors in title for a period of ten ———————————————————————————————————
L R THOMSON
Subscribed and sworm to before me at 21 land, Terms, this of October
(SHAL)
Botary Public In and For Fl. June 1 1919

ENOW ALL E R RY THESE PRESENTS: THAT, I. I. I. R. Thomson, a single man, of the County of El Paso, State of Texas, in consideration of the sum of Five hundred eighty-nine and 60/100 (\$569.60) Dellars, to me in hand paid by the United Etates of America, pursuant to the fet of Congress dated June 17. 1902 (32 Stat. 380), have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said The United States of America, ell those certain tracts or parcels of land, lying in the County of El Pago and States of Texas and more particularly described as follows, to-wit:-

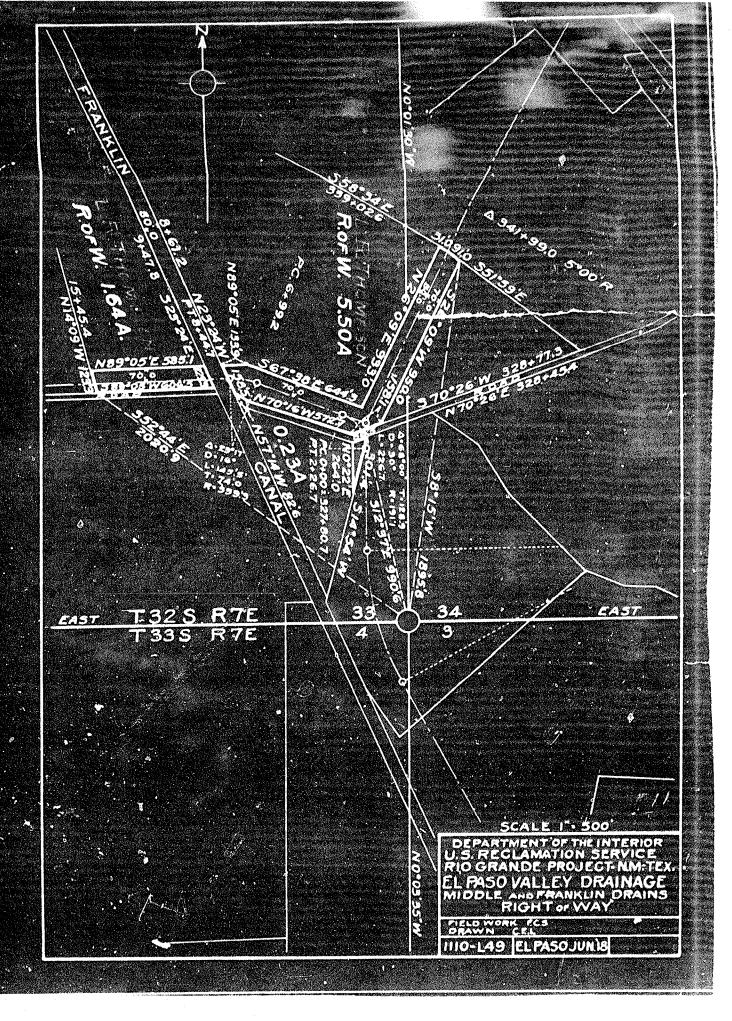
Tract No. 1: A tract of land approximately 1-1 miles northwest of the town of Clint, Taxas, in the west half of the southwest quarter of Section thirty-four (34), and the east half of the southeast quarter of Section thirty-three (33). Township Thirty-two (32) South, Range seven (7) east. United States declaration Service Survey, eing more particularly described as follows:
Beginning at the northeast corner of this tract of land, a point on the property line between the frantor and the Caspar Giron Estate, from which point the southwest corner of said Section 34 be bears south 3°15" west, 1895. feet; thence south 20°09" west, 550.0 feet; thence south 70°26" west, 150.1 feet along the road connecting the road running from 11 Passa to Fabens, with San Elizario; thence north 57°14" west, 52.0 feet along said described road; thence north 57°14" west, 52.0 feet along the Franklin Canal; thence north 89°05' east, 133.9 feet; thence south 57°76" sast, 544.3 feet; thence north 20°09" cast 933.0 feet; thence south 53°34" east, 31.0 feet on the property line between the Franklin and the Gaspar Giron Estate; thence south 51°59: east, 91.0 feat on the property line between last named two parties to the point of beginning; said tract of land containing five and fifty hundredtha (5.50) acros, more or less:

Fract No. 2: A tract of land situated across said described road from the above described tract, in the east half of the southeast quarter of said section thirty-three (33), township thirty-two (32) south, range seven (7) sast, United States Reclamation Service Survey, more particularly described as follows: Beginning at the northeast corner of this tract, which is a point on the line between the granter herein and the said road, from which point the southeast corner of said section thirty-three (32) bears south 12°57° east, 996.6 feet; thence south 14°54° west, 301.4 feet on the property line between the granter herein and Valentine Numez; thence north 0°22° east, 264.0 feet; thence north 70°26° east, 80.5 feet along said road, to the point of beginning; said tract of land cent ining twenty-three hundredths (0.23) acres, more or less;

Tract No. 3: A tract of land situated on the side of the Franklin Canal opposite the tract of land first described herein, approximately one and three quarter (1/1) miles northwest of the town of Clint. Tex:s, in the south half of the southeast quarter of said section thirty-three (33), township thirty-two (32) fouth, range seven (7) east, of the United States Reclamation Service Survey, being more particularly described as follows:

1. 113

Total 1 Man.



THIS AGREEMENT, made

the 3th day of October.

nineteen hundred and eighteen, between

Of County, of heirs, legal representatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by

Legal States Reclamation Service, thereunto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1902 (32 Stat., 338),

WITNESSETH:

Engineering Data 76. K.

B

30 1451130

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 Bl Page

State of Pesses

, to wit:

Fract 1: A tract of land approximately 1-1/2 miles northwest of the town of Clint, Texas, in the west half of the southwest quarter of Section Thirty-four (34), and the cast half of the southeast quarter of Section Thirty-three(33), Township Thirty-two(32) south Range Seven(7) east, United States Reclamatica Service Survey, bear ing more particularly described as follows: Beginning at the northeast corner of this tract of land, a point on the property line botreem the Vendor and the Gaspar Giron Datate, from which point the southwest corner of said Section 36 bears south 8º15; roots 1895.8 feet; Thence south 26°09° west, 950.0 feet; Thence couth 70°26° west, 158.1 feet along the road connecting the road, running from Al Paco to Fabens, with San Elizario; Thomas morth 70°15' west, 572.7 feet along same read as before; Thence north 57°16" weet, 32.6 feet along said described read; Thenes north 23°24° west, 158.6 feet along the Franklin Cenel; Thence north 89°05' east, 133.8 feet, Thonce eenth 67°38' east, 644.3 feet; Thence north 26'09' east, 933.0 feet; Thence south 38034' cost, 31.0 feet on the property line between the Vendor and the Caspar Ciron Retate; Thence would Blobb! east, Pl.O feet on the property line between last named two parties to the point of beginning; waid tract of land containing 6.60 nores, more or less:

(Description continued)

Track 21 A track of land eltuated across said described read from the above described tract, in the east half of the southeast quarter of said Section Thirty-three(33). Township thirty-two(32) south, Hange seven(7) east of U.S. Heolemation Service survey, more particularly described as follows:

Refining at the northeest corner of this trust, which is a point on the line between the Wender herein and the said resd, from which point the southeast corner of said Section 55 bears south 12°57° east, 990.6 feet; Thence south 14°54° rest, 301.4 feet on the preparty line between the Vandor herein and Valentine Numer; Thence north 0°22° east, 264.6 feet; Thence north 70°26° east, 20.5 feet sieng ould read, to the point of herimains; said trust of lend containing 0.23 acro, more or local.

Truck 3: A tract of loud altimated on the side of the Franklin faul appeals the Armon of land first described herein, approximately 3-3/4 miles menthrout of the town of Clint forces, in the couth half of the applicant quarter of and Hestian Thirty-tac(3) reath, and Hestian Thirty-tac(3) reath, and herein(7) end of the United States Realwestion Larrier Survey, being more northed wharly described, as follows:

Beginning at the nouthwest corner of this tract, & which is a point in the property line between the vender herein, and Iritohett brothers, from which point the southeast corner of said Section 33, bears couth 52°44° east, 20%0. Feet; Thence north 14°09° west, 123.3 feet along the property line between the Vender herein and suid Critchett Brothers; Thence north 89°05° east, 505.1 feet; Thence south 23°24° east, 129.9 feet along the Franklin Canal; Thence south 89°05° west, 605.5 feet along the caid described road to the point of beginning; said tract of land containing 1.64 acres, more or less;

The Vender expressly were now then he has employed as third person to silicit or obtain this contract in his behalf, or to cause or procure the came to be outsined upon compensation in eny 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 brokerace, commission, or nersontage upon the amount requireble by him hereumder; and that he has not, in esti ating the contract price demanded by him, included any sum by reason of any such brokerage, commission, or percentage; and that all moneya payable to him hereunder are 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 broach of this werranty shall constitute adequate sours for the consiment of this contract by the United States, and that the United States may reg tain to its own use from any owns due or to become due thereunder en amount equal to any brokerage, commission, or persentage so naid or agreed to be paid.

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 jurnish 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 secur-

ing 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 coid set, the sum of [170] [2589.60]

dollars, by U. S. Treasury warrant or disbursing officer's check.

6. Liens or incumbrances existing against said psemises 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

Cetobor 8, 1910.

notwithstanding earlier delivery of the deed as

herein provided, and may harvest and retain the crops thereon until 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 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).

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

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UNITED STATES.

for record at my office at-

_o'clock__M.,

I hereby certify that this instrument was filed

recorded in Book

.Page No.

and is duly

COUNTY OF

AFFIDAVIT OF DISINTERESTEDNESS.

ar (or affirm.) that the copy of con-	tract hereto annexed is an exact copy of a contract
fairly with any benefit or adv	antage to myself, or allowing any such benefit or
companying include all those relater provided.	or any other person or persons; ling to the said contract, as required by the statute
	Engineer, U.S. R. S.
Subscribed and sworn to bel	fore me at
this aay of	
mission expires	
	nally, with

Norg. - Execute this affidavit only on the copy for the Returns Office, not on original.

0

DEPARTMENT OF THE INTERIOR UNITED STATES REGLAMATION RERVICE

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

Subject: Forwarding contract for approval.

The contract described below is forwarded herewith.

Agreement dated October 0. 1918

L. M. London, Project Alberter. Executed by

With I. II. Character.

Estimated amount involved, \$ 509.50

(See Reverse, Par. 3.) ANTONOS OF Ec. 6-6.

Purpose of agreement:

Then town my is the should have been untriess

Forebook of necessary right of way for Bl Para Talley Cost of bridge will be approximately \$300. milia arain.

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

Md

Advise Chief of Construction, Denver, Colo., and Project Manager

Kl. Paso, Tomas,

District Coursel

Si Inco, Toron,

of the approval of the above.

Origa & 3 copies contract. Cortificate of renomandation. Ropte on Rend Acrosmente

L M LAASON (Signature.)

Rept of Apprologi Recycle

Denver, Colo., 1918 19

It is recommended that the above-described contract be approved

Inclosures:

Weymouth.

Chief of Construction.

copies of contract.

cert. mac selty - Origoroport Board of appraisors report on land agreement - 1 live prints

Washington, D. C., DEC 2 - 1918

Contract (and bond, if any), was approved by

to PYU

A. P. Davis.

Original enclosed for record and further appropriate action

DEC 2 - 1918

Director & Chief Engineer

MOVI6'18 88909

(Over.)

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made

Ootober 8

191 & with

J. P. Wierros

for the purchase of land required for

El Pago Velley middle draim

purposes,

Rio Grando Project,

El Pass

County, Texas.

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

3 tracts of land 5.5, 0.23, and 1.64 sores each, sees. 33 and 34, To 32 Sectations and number land level dependent of final certificate and patent, if such have been issued.

Texas lands - no U. S. Public lands in this State.

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.

L R Thomson, Clint, Toxas. Single men.

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; no lessee.

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

Land is subject to right of way by reason of stock-subscription contract between landowner and water users' association.

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.

All land in oultivation to sifelfa; no buildings.

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.

All irrigable under Rio Grande project water rights.

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

\$125 to \$175 per scre.

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.

Drain will be of general benfit to the community. Is of considerable demage to Themson, as it cuts his holding into two parts.

The above is a correct statement of the information procured.

Duted

Catobar 8., 1918.

191

GRO W ROADLEY

(Signature)

Field Assistant.

(Title).

In Charge of Negotiations.

Approved:

A M ZARSON

Project Manager.

B---1202

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

(e) If the tract is described by metes and bounds, this report should be accompanied by a small sketch, with the boundry 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 Depart-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.

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 (c), 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 fer 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 accom-

pany 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 effected 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. 93.

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